



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

**MONDAY, MARCH 17, 2008, 7:00 P.M.**

**Call to Order**

Pledge of Allegiance  
Invocation—Michael Torphy, Religious Science Spiritual  
Center

**Proclamations/Recognitions**

Proclaiming the Week of March 24, 2008 as “RSVP Week” in the City of Grand Junction

**Appointments**

Grand Junction Colorado State Leasing Authority

**Certificates of Appointments**

Commission on Arts and Culture

**Council Comments**

**Citizen Comments**

**\*\*\* CONSENT CALENDAR \*\*\*®**

1. **Minutes of Previous Meetings** [Attach 1](#)  
*Action: Approve the Minutes of the March 3, 2008 and the March 5, 2008 Regular Meetings*
2. **Grant Funds for Police Department “Project Safe Neighborhood”** [Attach 2](#)

\*\*\* Indicates New Item

® Requires Roll Call Vote

The Grand Junction Police Department has been awarded a “Project Safe Neighborhood” grant from the Colorado Department of Public Safety (CDPS). The \$50,000 will go toward funding overtime for the Investigations Unit, which includes the Street Crimes Unit (SCU), the Drug Task Force and General Investigations. The funding period is one year – April 2008 through March 2009.

*Action: Authorize the City Manager to Sign an Agreement with Colorado Department of Public Safety (CDPS) for \$50,000 in Grant Funds*

Staff presentation: Troy Smith, Deputy Police Chief

3. **Purchase of Five Half-Ton Pickup Trucks** [Attach 3](#)

This purchase is for five (5) replacement E-85 (flex fuel) compatible half-ton pickup trucks servicing Engineering, Canyon View Park, Water Supply, Persigo Wash, and Parks Operations.

*Action: Authorize the City Purchasing Division to Purchase Five (5) 2008 Model, Ford F-150 Half-ton Pickup Trucks, from Western Slope Auto, Grand Junction, Colorado, in the Amount of \$81,724*

Staff presentation: Jay Valentine, Assistant Financial Operations Manager

4. **Setting a Hearing on the Willow Wood Village Annexation, Located at 3147 E Road** [File #ANX-2008-033] [Attach 4](#)

Request to annex 7.94 acres, located at 3147 E Road. The Willow Wood Village Annexation consists of 2 parcels, includes a portion of the E Road right-of-way, and is a 2 part serial annexation.

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

Resolution No. 30-08—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, Willow Wood Village Annexation No. 1 and No. 2, Located at 3147 E Road and Including a Portion of the E Road Right-of-Way

*®Action: Adopt Resolution No. 30-08*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Willow Wood Village Annexation No. 1, Approximately 4.45 Acres, Located at 3147 E Road

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Willow Wood Village Annexation No. 2, Approximately 3.49 Acres, Located at 3147 E Road and Including a Portion of the E Road Right-of-Way

*Action: Introduction of Proposed Ordinances and Set a Hearing for May 5, 2008*

Staff presentation: Faye Hall, Associate Planner

5. **Setting a Hearing on the Summers Annexation, Located at 2144 Broadway**  
[File #ANX-2008-028] [Attach 5](#)

Request to annex 0.90 acres, located at 2144 Broadway. The Summers Annexation consists of 1 parcel.

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

Resolution No. 31-08—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, Summers Annexation, Located at 2144 Broadway

*®Action: Adopt Resolution No. 31-08*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Summers Annexation, Approximately 0.90 Acres, Located at 2144 Broadway

*Action: Introduction of Proposed Ordinance and Set a Hearing for May 5, 2008*

Staff presentation: Senta L. Costello, Associate Planner

6. **Setting a Hearing Rezoning the Property Located at 689 25 ½ Road Known as Arroyo Vista** [File #RZ-2008-023] [Attach 6](#)

A request to rezone 2.063 acres, located at 689 25 ½ Road, from R-R (Residential Rural) to R-5 (Residential 5-du/ac) also known as Arroyo Vista.

Proposed Ordinance Rezoning the Property Located at 689 25 ½ Road to R-5 (Residential 5-du/ac) also known as Arroyo Vista

Action: *Introduction of a Proposed Ordinance and Set a Hearing for March 31, 2008*

Staff presentation: Justin T. Kopfman, Associate Planner

7. **Setting a Hearing Zoning the Holbrook Annexation, Located at 2525 D Road** [Attach 7](#)  
[File #ANX-2007-361]

Request to zone the 14.29 acre Holbrook Annexation to R-4(Residential 4du/ac), located at 2525 D Road.

Proposed Ordinance Zoning the Holbrook Annexation, Located at 2525 D Road to R-4 (Residential 4 du/ac)

Action: *Introduction of a Proposed Ordinance and Set a Hearing for March 31, 2008*

Staff presentation: Senta L. Costello, Associate Planner

8. **COPLINK Agreement** [Attach 8](#)

City and County Staff have been working with a State Consortium of Law Enforcement Agencies to procure licenses for a state-wide data sharing system. The State Consortium has selected the COPLINK software system and negotiated a greatly reduced enterprise license fee. The City and County have signed a service agreement with Knowledge Computing Corporation to expedite the implementation of this system in support of the state initiative.

Resolution No. 32-08—A Resolution Ratifying the Service and Purchase Agreement with Knowledge Computing Corporation for the COPLINK® Project

®Action: *Adopt Resolution No. 32-08*

Staff presentation: Troy Smith, Deputy Police Chief  
Jim Finlayson, IS Manager

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

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

9. **Storage Area Network Equipment Procurement** [Attach 9](#)

Purchase storage area network (SAN) equipment and related professional services to support the new Finance System and Utility Billing System implementation. The SAN will support the data storage requirements for seven virtual servers plus a database server while reducing future power and cooling requirements in the data center. The system is expandable and enhances the City's disaster recovery position.

*Action: Authorize the City Purchasing Division to Purchase Storage Area Network Equipment and Professional Installation Services as a Sole Source Procurement from Xiotech Corporation Located in Eden Prairie, MN for a Total Price of \$95,441*

Staff presentation: Jim Finlayson, IS Manager

10. **Whitman Park Redevelopment Contract Amendment** [Attach 10](#)

City staff has been working with Humphries Poli Architects, under a contract previously approved by the City Council, to complete the preliminary design of a new public safety facility. During the preliminary design process it has come to the attention of the project design team that a desire exists to consider the redevelopment of Whitman Park, which is across from the new public safety facility. This redevelopment would target returning Whitman Park to a vibrant community resource with increased community usage.

*Action: Authorize the City Manager to Enter into an Agreement, Amending the Scope of Services Delivered Under an Existing Contract for the Preliminary Design of a New Public Safety Center, to Include a Feasibility Study and Conceptual Design for Whitman Park in the Amount of \$32,500*

Staff presentation: Troy Smith, Deputy Police Chief

11. **Public Hearing—Apple Glen Annexation, Located at 2366 H Road** [File #ANX-2007-306] [Attach 11](#)

Request to annex 16.24 acres, located at 2366 H Road. The Apple Glen Annexation consists of 1 parcel.

**a. Accepting Petition**

Resolution No. 33-08—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Apple Glen Annexation, Located at 2366 H Road and Including Portions of the H Road Right-of-Way is Eligible for Annexation

**b. Annexation Ordinances**

Ordinance No. 4190—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Apple Glen Annexation No. 1, Approximately .34 Acres, Located at within the H Road Right-of-Way

Ordinance No. 4191—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Apple Glen Annexation No. 2, Approximately .66 Acres, Located at 2366 H Road and a Portion of H Road Right-of-Way

Ordinance No. 4192—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Apple Glen Annexation No. 3, Approximately 15.24 Acres, Located at 2366 H Road

*®Action: Adopt Resolution No. 33-08 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4190, 4191, and 4192*

Staff presentation: Justin T. Kopfman, Associate Planner

12. **Public Hearing—Apple Glen Growth Plan Amendment** [File #GPA-2007-283]

[Attach 12](#)

Request adoption of a resolution to amend the Growth Plan Future Land Use Map for property located at 2366 H Road from Estate (2-5 ac/du) to Residential Medium Low (2-4 du/ac). The Planning Commission recommended approval of the proposed Growth Plan Amendment request at their February 26, 2008 meeting.

Resolution No. 34-08— A Resolution Amending the Growth Plan of the City of Grand Junction to Designate Approximately 14.95 Acres Located at 2366 H Road, Known as the Apple Glen Growth Plan Amendment from Estate (2-5 ac/du) to Residential Medium Low (2-4 du/ac)

*®Action: Adopt Resolution No. 34-08*

Staff presentation: Adam Olsen, Senior Planner

13. **Public Hearing—Garden Grove – Turley Annexation and Zoning, Located at 2962 A ½ Road** [File #ANX-2007-338] [Attach 13](#)

Request to annex 19.64 acres, located at 2962 A ½ Road. The Garden Grove – Turley Annexation consists of four parcels and is a two part serial annexation.

**a. Accepting Petition**

Resolution No. 35-08—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Garden Grove-Turley Annexation, Located at 2962 A ½ Road is Eligible for Annexation

**b. Annexation Ordinances**

Ordinance No. 4193—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Garden Grove-Turley Annexation, No. 1 Approximately 14.93 Acres, Located at 2962 A ½ Road

Ordinance No. 4194—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Garden Grove-Turley Annexation No. 2, Approximately 4.71 Acres, Located at 2962 A ½ Road

**c. Zoning Ordinance**

Ordinance No. 4195—An Ordinance Zoning the Garden Grove-Turley Annexation to R-4 (Residential 4-du/ac), Located at 2962 A ½ Road

*®Action: Adopt Resolution No. 35-08 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4193, and 4194*

Staff presentation: Justin T. Kopfman, Associate Planner

14. **Non-Scheduled Citizens & Visitors**

15. **Other Business**

16. **Adjournment**

**Attach 1**  
Minutes

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

**March 3, 2008**

The City Council of the City of Grand Junction convened into regular session on the 3<sup>rd</sup> day of March 2008 at 7:04 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Gregg Palmer, Bruce Hill, Linda Romer Todd, and Council President Jim Doody. Absent was Councilmember Doug Thomason. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Doody called the meeting to order. Councilmember Hill led in the Pledge of Allegiance. Invocation was given by retired Pastor, Mark Harris.

Council President Doody recognized students from Grand Junction High School Advanced Placement Government Class.

**Appointments**

Councilmember Beckstein moved to appoint Pam McLaughlin and Tanya Smith, and reappoint Vera Mulder to the Commission on Arts and Culture for three year terms expiring February 2011. Councilmember Coons seconded the motion. Motion carried.

**Certificate of Appointment**

Robert Johnston was present to receive his certificate of appointment as a member of the Forestry Board.

**Presentation**

**Video Streaming Project**

Sam Rainguet, Community Relations and Communication Coordinator presented the new video streaming project. She displayed the meeting currently being broadcast as well as demonstrated the viewing of an archived video from the last City Council meeting. Videos for the Planning Commission meeting and Cityscape videos are also available through the City's website.

Jim Finlayson, Information Systems Manager, explained what the term streaming video means. The video is streamed rather than the whole file being sent at once.



Ms. Rainguet advised that this technology will allow a lot more citizens to view the City Council meetings, particularly those that do not have cable television.

### **Council Comments**

Council President Doody noted it is Dr. Seuss's birthday, and many local residents are reading to elementary students as he did today.

### **Citizen Comments**

There were none.

### **CONSENT CALENDAR**

Councilmember Todd read the items on the Consent Calendar, and then moved to approve the Consent Calendar. It was seconded by Councilmember Hill, and carried by roll call vote to approve Consent Item #1 through #7.

1. **Minutes of Previous Meetings**

*Action: Approve the Minutes of the February 20, 2008, Regular Meeting and the Minutes of the February 22, 2008, Special Session*

2. **Setting a Hearing on the ThreeP Development Annexation, Located at 519 30 Road** [File #ANX-2008-019]

Request to annex 1.66 acres, located at 519 30 Road. The ThreeP Development Annexation consists of 1 parcel.

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

Resolution No. 26-08--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, ThreeP Development Annexation, Located at 519 30 Road Including a Portion of the 30 Road Right-of-Way

*Action: Adopt Resolution No. 26-08*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, ThreeP Development Annexation, Approximately 1.66 acres, Located at 519 30 Road Including a Portion of the 30 Road Right-of-Way

*Action: Introduction of Proposed Ordinance and Set a Hearing for April 14, 2008*

3. **Setting a Hearing on the Schuckman Annexation, Located at 231 28 ½ Road**  
[File #ANX-2008-018]

Request to annex 0.87 acres, located at 231 28 ½ Road. The Schuckman Annexation consists of 1 parcel and is a 3 part annexation.

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

Resolution No. 27-08–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, Schuckman Annexations No. 1, 2, 3, Located at 231 28 ½ Road Including a Portion of the 28 ½ Road Right-of-Way

*Action: Adopt Resolution No. 27-08*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Schuckman Annexation No. 1, Approximately 0.02 acres, Located within the 28 ½ Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Schuckman Annexation No. 2, Approximately 0.08 acres, Located within the 28 ½ Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Schuckman Annexation No. 3, Approximately 0.77 acres, Located at 231 28 ½ Road and Including a Portion of the 28 ½ Road Right-of-Way

*Action: Introduction of Proposed Ordinances and Set a Hearing for April 14, 2008*

4. **Setting a Hearing on the Martin Annexation, Located at 2107 H Road** [File #ANX-2008-017]

Request to annex 2.95 acres, located at 2107 H Road. The Martin Annexation consists of 1 parcel.

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

Resolution No. 28-08–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, Martin Annexation, Located at 2107 H Road

Action: *Adopt Resolution No. 28-08*

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

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Martin Annexation, Approximately 2.95 acres, Located at 2107 H Road

Action: *Introduction of Proposed Ordinance and Set a Hearing for April 14, 2008*

5. **Setting a Hearing Zoning the Garden Grove-Turley Annexation, Located at 2962 A ½ Road** [File #ANX-2007-338]

Request to zone the 4.94 acre Garden Grove-Turley Annexation, located at 2962 A ½ Road, to R-4 (Residential 4-du/ac).

Proposed Ordinance Zoning the Garden Grove-Turley Annexation to R-4 (Residential 4-du/ac), Located at 2962 A ½ Road

Action: *Introduction of Proposed Ordinance and Set a Hearing for March 17, 2008*

6. **Contract for Dividing Wall and Ceiling Replacement at Two Rivers Convention Center**

This approval request is for the award of a contract for the replacement of the dividing wall, the addition of a second dividing wall and the upgrade and replacement of the lighting system and ceiling grid at Two Rivers Convention Center.

Action: *Authorize the Purchasing Division to Enter into a Contract with PNCl construction, Inc., to Complete the Replacement of the Dividing Wall and Ceiling at Two Rivers Convention Center, in the Amount of \$662,000*

7. **Contract for Neighborhood Services Remodel**

This approval request is for the award of a construction contract for the Neighborhood Services building remodel.

Action: *Authorize the City Purchasing Division to Enter into a Contract with Phelps Construction, in the Amount of \$136,334 for the Completion of the Neighborhood Services Building Remodel*

**ITEMS NEEDING INDIVIDUAL CONSIDERATION**

## **Funding Recommendations for Arts and Cultural Events and Projects**

Commission on Arts and Culture recommendations to the City Council for grants to support arts and cultural events, projects, and programs in Grand Junction.

Allison Sarmo, Cultural Arts Coordinator, and Kat Rhein, Chair of the Commission, presented this item. The Commission's State of the Arts Annual Report was distributed to City Council. Ms. Rhein advised that they received their highest number of requests ever for funding. Every requestor received at least partial funding. She then read the list of the awardees, and the amount of their grant award.

Ms. Rhein then referred to the staff report that stated the Commission's goals and objectives. She read the conclusion which indicated that the requests have increased from \$50,000 in 2005 to \$67,000 this year.

Councilmember Palmer asked how many awards are first time awards, as one of the goals is to promote projects with a potential for self-sufficiency. Ms. Sarmo advised that the self-sufficiency is for the organization. Many of these organizations are applying for new programs, and many times will include an educational piece.

Councilmember Coons commended the Commission for promoting a diverse list of programs, and provide a wide selection of opportunity for the community.

Ms. Sarmo, upon the request of Council President Doody, detailed the statistics of the economic report of a \$27 million fiscal impact to the community. In addition, half a million people on an annual basis either visit a cultural facility or go to a cultural event of some kind. Just the grant monies that are given away impact about 40,000 people.

Councilmember Coons shared that it was hard to capture the number of people that indicate that they have chosen to move to Grand Junction because of the wide variety of cultural opportunities and activities. Ms. Sarmo said she would love to be able to capture that number too. She contends that Art on the Corner has something to do with that.

Councilmember Hill moved to approve recommendations from the Commission on Arts and Culture for grant funding. Councilmember Palmer seconded the motion. Motion carried.

## **Non-Scheduled Citizens and Visitors**

There were none.

## **Other Business**

Councilmember Todd advised that the City Youth Council is on a legislative trip in the capital sitting in on some of the committee meetings. They are getting educated about how a bill is passed and makes it through the legislative process.

Council President Doody encouraged everyone to read a Dr. Seuss book in recognition of the author's birthday.

**Adjournment**

The meeting adjourned at 7:36 p.m.

Stephanie Tuin, MMC  
City Clerk

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

**March 5, 2008**

The City Council of the City of Grand Junction convened into regular session on the 5<sup>th</sup> day of March 2008 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Teresa Coons, Gregg Palmer, Bruce Hill, Doug Thomason, Linda Romer Todd, and Council President Jim Doody. Councilmember Bonnie Beckstein was absent. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Doody called the meeting to order. Councilmember Palmer led in the Pledge of Allegiance.

**Proclamation**

Proclaiming the Week of March 2 – 8, 2008 as “Women in Construction Week” in the City of Grand Junction

**Citizen Comments**

There were none.

**CONSENT CALENDAR**

Councilmember Thomason read the items on the Consent Calendar and then moved to approve the Consent Calendar. It was seconded by Councilmember Palmer, and carried by roll call vote to approve Consent Item #1 through #5.

Councilmember Thomason commented that all the bids on #4 came in from local contractors, and were under the engineer’s estimate.

1. **Setting a Hearing for the Vacation of Public Right-of-Way, 7<sup>th</sup> and Main North/South Alley** [File #VR-2007-222]

Request to vacate the north/south alley located between North 7<sup>th</sup> Street and North 8<sup>th</sup> Street on the north side of Main Street. The applicant is requesting to vacate the alley in order to use the adjacent property to the east for a future mixed-used development.

Proposed Ordinance Vacating North/South Right-of-Way for Alley Located between North 7<sup>th</sup> and North 8<sup>th</sup> Streets, North of Main Street

*Action: Introduction of Proposed Ordinance and Set a Hearing for March 19, 2008*

2. **Setting a Hearing Zoning the Below-Senatore-Stone Annexation, Located at 209 ½ and 221 Red Mesa Heights Road** [File #ANX-2007-373]

Request to zone the 2.95 acre Below-Senatore-Stone Annexation, located at 209 ½ and 221 Red Mesa Heights Road, to R-2 (Residential 2 du/ac).

Proposed Ordinance Zoning the Below-Senatore-Stone Annexation to R-2, Located at 209 ½ and 221 Red Mesa Heights Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for March 19, 2008*

3. **Setting a Hearing Zoning the Sage Hills Annexation, Located at 3115 ½ and 3117 D ½ Road and Two Unaddressed Parcels on D ½ Road** [File #ANX-2007-363]

Request to zone the 14.55 acre Sage Hills Annexation, located at 3115 ½ and 3117 D ½ Road and two unaddressed parcels on D ½ Road, to R-5 (Residential 5-du/ac).

Proposed Ordinance Zoning the Sage Hills Annexation to R-5 (Residential 5 du/ac), Located at 3115 ½ and 3117 D ½ Road and Two Unaddressed Parcels on D ½ Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for March 19, 2008*

4. **Construction Contract for Concrete Repair for Street Overlays**

The 2008 Concrete Repair for Street Overlay project consists of replacing sections of hazardous or deteriorating curb and gutter, sidewalks and drainage pans on streets scheduled to be overlaid later this year.

*Action: Authorize the City Manager to Sign a Construction Contract with B.P.S. Concrete for the Concrete Repair for Street Overlays in the Amount of \$226,338.15*

5. **Ratification of a Letter Regarding Property Located at 2581 Patterson Road**

Ratification of a letter from the City Manager to Jim and Frances Baughman concerning property at 2581 Patterson Road.

*Action: Ratify Approval of Letter Signed by the City Manager to Jim and Francis Baughman Regarding Property Located at 2581 Patterson Road*

**ITEMS NEEDING INDIVIDUAL CONSIDERATION**

**Public Hearing—Amendment to Action Plan for 2006 Community Development Block Grant (CDGB) Program Year [File #CDBG-2006-04]**

Amend the City's Action Plan for the Community Development Block Grant (CDBG) Program Year 2006 to reallocate funds from previously approved projects to a new project.

The public hearing opened at 7:08 p.m.

Kristen Ashbeck, Senior Planner, reviewed this item. She explained the reason for the reallocation. One project the funding was assigned to was the Catholic Outreach housing. That project moved forward quicker than expected and the environmental concerns could not be addressed which made the project ineligible. Ms. Ashbeck said the proposal is to swap these funds with another project on Orchard Mesa for drainage improvements, and then add the administrative fees to the project in order to ensure completion before the beginning of irrigation season.

Councilmember Hill lauded the decrease in the use of the administrative funds, and is pleased the drainage project is going forward quickly.

Councilmember Coons commended the Staff for finding a solution.

There were no public comments.

The public hearing was closed at 7:12 p.m.

Councilmember Hill moved to approve the amendments to the City's CDBG Consolidated Plan 2006 Action Plan to reflect reallocation of the funds to the Orchard Mesa Drainage Improvements Project (2006-04). Councilmember Coons seconded the motion. Motion carried.

**Public Hearing—Mesa State Growth Plan Amendment for Property Located at 2899 D ½ Road [File #GPA-2007-081]**

A request to amend the Growth Plan, changing the Future Land Use designation from Public to Mixed Use for 154.05 acres, located at 2899 D ½ Road.

The public hearing opened at 7:13 p.m.

Greg Moberg, Planning Services Supervisor, reviewed this item. The request is for a Growth Plan Amendment from the college. He described the site, and the current uses. There are some vacant buildings on the property. He described the location, and the adjacent railroad and State facilities. He noted the surrounding uses and zoning. The current Land Use Designation is Public, and the request is to change it to Mixed Use. He addressed the Growth Plan Amendment criteria. He stated there was no error, but perhaps there was an underestimation of the best use of the property.



The Planning Commission found that the request met the other six Growth Plan Amendment criteria, and recommended approval.

Councilmember Hill asked what a Mixed Use designation will allow. Mr. Moberg said the applicant intends to develop an Outline Development Plan for the property, and the Mixed Use designation will provide more flexibility in determining the different uses on the property. Councilmember Hill asked if Mixed Use is the most flexible designation available to which Mr. Moberg concurred.

Councilmember Todd asked if the applicant requested the Mixed Use. Mr. Moberg confirmed that they did.

Council President Doody asked how this applicant will work with the adjacent user (the Veterans Cemetery), also a State agency. Mr. Moberg responded that the State agency has already requested a buffer along that western edge, and is hoping that it will be worked out.

There were no public comments.

City Attorney Shaver added if the Veterans Cemetery annexes to the City it will facilitate the City's involvement in the total planning process.

Councilmember Todd clarified that the applicant is the Mesa State Real Estate Foundation, not the college itself.

Joe Carter, Ciavonne, Roberts, and Associates, 222 N. 7<sup>th</sup> Street, was present representing the applicant. He referred to the request, and advised the Public designation was due to the public ownership. With the change in ownership to the foundation, the intended use has changed as well. The applicant will be back for a rezone and approval of an Outline Development Plan. The buffer requested by the neighbor will be addressed at that time. This change will result in the largest parcel outside the 24 Road Corridor designated Mixed Use. The site currently has a County Planned Unit Development zoning.

Mr. Carter again reviewed the Growth Plan Amendment criteria.

Councilmember Coons asked if the animal diagnostic facility will be relocated. Mr. Carter said if it is not relocated, it will stay in operation as a grandfathered use.

There were no public comments.

The public hearing closed at 7:30 p.m.

Councilmember Todd was pleased to have this size parcel in the east end of the valley for development.

Councilmember Hill agreed many conditions and circumstances have changed since the original designation. There are subsequent events that invalidate the original premise. He agreed the request met the other criteria as well.

Councilmember Coons agreed and emphasized the community benefit as being more commercial, and needed services in the east end of the valley. She supported the request.

Councilmember Palmer agreed.

Council President Doody listed all the changes in the area and agreed.

Resolution No. 29-08—A Resolution Amending the Growth Plan of the City of Grand Junction Changing the Land Use Classification of Approximately 154.05 Acres, Known as Mesa State D ½ Road Property, Located at 2899 D ½ Road, from Public to Mixed Use

Councilmember Hill moved to adopt Resolution No. 29-08. Councilmember Coons seconded the motion. Motion carried by roll call vote.

**Public Hearing—Rezoning Properties Located at the Southeast Corner of 28 ¼ Road and Grand Falls Drive [File #PP-2006-251]**

A request to rezone 10.3 acres located at the southeast corner of 28 ¼ Road and Grand Falls Drive from PD, Planned Development, to R-8, Residential – 8 units/acre Zoning District.

The public hearing opened at 7:38 p.m.

Scott D. Peterson, Senior Planner, reviewed this item. He advised that the Planning Commission recommended approval of the request. He described the site, the location, the Land Use Designation, and the current zoning, as well as the designation and zoning of surrounding properties. Mr. Peterson noted that the Staff recommendation was for a straight R-8 zone.

Ted Ciavannoe, Ciavonne Roberts and Associates, representing the applicant Ashbury Heights Cache, LLC, and Thomas Ralzer, said the current zoning is Planned Development (PD) for a plan that has expired. He said that this property fits the criteria for infill development. It includes property assemblage as it was in two sewer districts. The development will eliminate a lift station, and the numerous easements and right-of-ways have been cleaned up. He asked for approval.

Carl Mitchell, 582 Grand View Court, said he is a design consultant, and designed a city in Chile. He objected to the change in zoning on a parcel that is open space for the Falls Subdivision. In 1977 the Zoning Code required 25% open space. This proposal includes development of that open space which is also a retention pond for flood

control. There was also an alley that is identified as drainage easement, which is not correct. He said this is new territory, turning open space into developable property. He stated that the subsequent ordinances provided to him by the City Attorney did not affect the Falls development.

Mr. Mitchell advised that he has filed suit against the former President of the HOA of the Falls Subdivision for signing documents that he did not have the authority to sign. He advised the City Council against deciding on the rezone until such time as the court case is resolved. Mistakes have been made by the title company on the ownership of that open space parcel. He strongly suggested that the issue be postponed until the other matter is resolved.

Dan Wilson, Coleman, Williams, and Wilson representing Ebe Eslami, an adjacent property owner, suggested a solution. If the City Council cuts out Tract E (the open space) the project can go forward. That way both developments can have the benefit of that tract, and a detention facility. The sale of the open space was to provide funds for the HOA, but it harms the four property owners.

Mr. Wilson advised that the request does not meet all of the rezone criteria; specifically limiting cut and fill of hillsides. Goal 26 refers to availability of open space which is not being met. A right is being taken from these owners who have relied on this open space. The HOA, by majority rule, did sell this piece, but it seems unfair.

Ebe Esalimi, 583 28 ½ Road, said he offered to buy the open space, but his offer was rejected. Without this piece of open space, the subdivision will be below the required 10%. He cautioned that this will set a precedent.

Van Rogers, 580 Grand View Court, is also impacted by this open space issue. Mr. Wilson stated his position. Regardless of the legalities, the proposal is to convert open space that has been such for 28 years.

That concluded the public comments.

The public hearing was closed at 8:11 p.m.

Ted Ciavonne, representing the applicant, said the purpose of the hearing is a rezone on 10.3 acres. Council has heard a number of assumptions. Any problem will be dealt within the courts, and has no bearing on the Council's ability to rezone the property.

Councilmember Hill summarized what was presented. 10.3 acres were sold by the HOA. Can HOA's sell their designated open space, or some percentage?

City Attorney Shaver said it depends. The opinion differs from an older subdivision versus a recent subdivision. It was zoned and developed in the County, and the City does not have the complete records. The property has been conveyed, and has an insured title, and that is not the City's issue. Mr. Shaver cannot confirm that it was required open

space. He believes the project was developed under Mesa County rules, and then the City annexed it. There is no proof that it is designated open space, or whether it is just undeveloped property. That is for the courts to decide.

Councilmember Palmer asked if open space will be required by this project. City Attorney Shaver said generally open space is required, but as for the acreage he would have to defer to the Planner.

Council President Doody asked about looking at the development as part of the Falls Subdivision. City Attorney Shaver said the rezone will separate the parcel from the Falls Development.

Councilmember Coons asked, if the sale is declared legal by the court, does that make it part of this other development? City Attorney Shaver said it would by virtue of the conveyance.

Councilmember Todd asked if the expiration of the plan under Planned Development allows for a development to be developed under a new plan. City Attorney Shaver said that is the question.

Councilmember Thomason asked if it is okay for the City to proceed. Could the decision be reversed? City Attorney Shaver said there is no action pending against the City, but that could change. The owner has filed an application with the City for a rezone, and based on those facts the City Council is well within their rights to take action subject to a court determination that the property was not properly conveyed.

Councilmember Palmer asked for confirmation that only Tract E is under contention. Mr. Shaver said that is correct.

Councilmember Hill asked if the City has no grounds or proof that the property was required open space, and if it is decided by the court and the property is reverted, will it go back to the Falls. He suggested the HOA resubmit the plan so the City has record. City Attorney Shaver agreed that the zoning lays the ground for development.

Councilmember Hill asked if the court reverts the ownership if the burden falls then on the developer. Attorney Shaver agreed, and said he will be watching that lawsuit very carefully, and will keep the Council advised. Mr. Mitchell or the others may file an injunction that will stop this from going forward.

Councilmember Palmer asked the Planner if open space will be required in the proposed subdivision.

Mr. Peterson said Section 6.3 of the Zoning Development Code states a development of ten or more lots must dedicate 10% land or pay a fee in lieu. In the past the City has accepted the fee because the City does not want to maintain small neighborhood parks.

With detached units, 600 square feet of open space must be provided per dwelling unit. This proposal will have to have some open space requirements.

Mr. Ciavonne summarized that they did not know if the development could work without that tract. He asked that the Council not make a motion severing that parcel from the rest of the development.

Councilmember Todd said they should move forward, and include Parcel E so they can come forward with a plan. She is supportive of the request.

Councilmember Palmer said he is not looking to delay the rezone, and said he is troubled by the Tract E dispute, but that it is a matter for the courts. The parcel appears to be developable, so he is supportive. He also would like to see what happens in the courts.

Councilmember Coons agreed it should be looked at as an entire parcel; the ownership dispute is not the Council's issue.

Councilmember Hill referred to his own situation in his HOA saying that there is a significant amount of open space to maintain. It is unfortunate, but it is not the Council's issue, so he supports the request.

Councilmember Thomason said he appreciated those that commented, but from a legal standpoint he is in favor of moving forward.

Council President Doody was in agreement with Councilmember Todd.

Ordinance No. 4180—An Ordinance Rezoning an Area of Land from PD, Planned Development, to R-8, Residential – 8 Units/Acre Zoning District, Located at the Southeast Corner of 28 ¼ Road and Grand Falls Drive

Councilmember Palmer moved to adopt Ordinance No. 4180, and ordered it published. Councilmember Thomason seconded the motion. Motion carried by roll call vote.

### **Public Hearing—Amending the City Parking Code**

Amendments are needed to the Parking Code to prohibit parking in planting strips and outside designated spaces.

The public hearing opened at 8:45 p.m.

John Shaver, City Attorney, reviewed this item. He explained the purpose of the amendment. There is a large strip between the curb and sidewalk in the downtown area which is referred to as a Planting Strip. Parking in that strip interferes with pedestrian use of the sidewalk, and is unsightly. The second part of the amendment addresses complaints that the metered spaces are not large enough for commercial vehicles, and the amendment allows those larger vehicles to use the double metered spaces, and pay

for both meters. Lastly, the amendment makes it unlawful to park in a leased or designated space. The new parking structure brought this issue to light.

Councilmember Palmer asked if the planting strips are private property. City Attorney Shaver replied that there may be some, but the majority are in the downtown area where there is a large street right-of-way.

Councilmember Coons asked if other designated spaces will also be the subject of this enforcement. City Attorney Shaver said yes for any private spots in the garage, and any public spots, but not on private lease arrangements.

There were no public comments.

The public hearing was closed at 8:52 p.m.

Ordinance No. 4188—An Ordinance Adopting Amendments to Chapter 36, Sections 36-17 and 36-33 of the City of Grand Junction Code of Ordinances Relating to the Parking Code as well as Adopting a New Section 36-38

Councilmember Thomason moved to adopt Ordinance No. 4188, and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

**Public Hearing—Amending the City Code Regarding Municipal Court Jurisdiction Over Theft Crimes of Less than \$1,000**

Pursuant to a change in state law, a municipal court is authorized to take jurisdiction over theft crimes involving items less than \$1,000. The current City ordinance (GJCO §24-7) authorizes the Grand Junction Municipal Court jurisdiction over theft in an amount of \$300 or less. The proposed amendment will increase jurisdiction to \$1,000 or less.

The public hearing opened at 8:54 p.m.

John Shaver, City Attorney, reviewed this item. He explained the purpose of the amendment. The State law recently changed and now allows the Municipal Court to have authority for thefts up to \$1,000. The majority of the theft cases are for shoplifting. The Municipal Court resolves cases quicker than the State and County courts, and these cases are more of a burden to them.

There were no public comments.

The public hearing was closed at 8:55 p.m.

Ordinance No. 4189—An Ordinance Amending Chapter 24, Section 7 of the City of Grand Junction Code of Ordinances Relating to Theft

Councilmember Hill moved to adopt Ordinance No. 4189, and ordered it published. Councilmember Todd seconded the motion. Motion carried by roll call vote.

### **Non-Scheduled Citizens & Visitors**

There were none.

### **Other Business**

Councilmember Todd asked if Staff could look at parking in the downtown, and perhaps the City would look at some on-street parking for the handicapped in the RO zone districts.

Council President Doody asked the City Manager to look into that request. City Manager Kadrich said she would as there was another issue regarding handicapped spaces related to the striping size of the parking spaces.

Councilmember Palmer agreed that Councilmember Todd's point was well taken.

Council President Doody thanked Staff and the Councilmembers for their participation tonight.

### **Adjournment**

The meeting adjourned at 9:00 p.m.

Stephanie Tuin, MMC  
City Clerk

**Attach 2**

Grant Funds for "Project Safe Neighborhood"

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA               |  |          |                   |
|-----------------------------------|--|----------|-------------------|
| <b>Subject</b>                    | Grant Funds from the Colorado Department of Public Safety; Awarded to the GJPD |          |                   |
| <b>File #</b>                     |  |          |                   |
| <b>Meeting Day, Date</b>          | Monday, March 17, 2008   |          |                   |
| <b>Placement on the Agenda</b>    | <b>Consent</b>   | <b>X</b> | <b>Individual</b> |
| <b>Date Prepared</b>              | March 6, 2008  |          |                   |
| <b>Author Name &amp; Title</b>    | Kimberly Swindle, Financial Analyst  |          |                   |
| <b>Presenter Name &amp; Title</b> | Troy Smith, Deputy Police Chief  |          |                   |

**Summary:** The Grand Junction Police Department has been awarded a "Project Safe Neighborhood" grant from the Colorado Department of Public Safety (CDPS). The \$50,000 will go toward funding overtime for the Investigations Unit, which includes the Street Crimes Unit (SCU), the Drug Task Force and General Investigations. The funding period is one year – April 2008 through March 2009.

**Budget:** none

**Action Requested/Recommendation:** Authorize City Manager to sign an agreement with CDPS for \$50,000 in grant funds.

**Attachments:** None

**Background Information:** These funds are specifically for those incidents involving guns and are provided in order to assist the PD with taking guns off the streets.

With the growth Grand Junction has experienced over the years, it has also seen an increase in violent and property crimes including stolen weapons. Since the introduction of the SCU in 2007, the city has experienced a decline in violent and property crimes and an increase in the number of guns confiscated. These grant funds will provide Investigations Unit the overtime needed to complete follow up on tips, leads and targets and continue to make an impact on crimes involving guns.

In order to combat gun related crimes, it is the intent of the Grand Junction Police Department to use funds awarded through this grant to cover overtime hours for the Investigations Unit (Street Crimes, Drug Task Force and General Investigations). This unit of the Department has been instrumental in identifying and incarcerating those criminals involved with gun activity.



Through collaboration with other area departments, Investigations can focus more hours on property related crimes involving guns. With the involvement of the crime analyst, efforts can be made to specifically target the areas and groups within the city where patterns occur.

**Attach 3**

## Purchase of Five Half-ton Pickup Trucks

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA               |   |          |                   |
|-----------------------------------|---|----------|-------------------|
| <b>Subject</b>                    | Purchase of Five ½ Ton Pickup Trucks                  |          |                   |
| <b>File #</b>                     |   |          |                   |
| <b>Meeting Day, Date</b>          | Monday, March 17, 2008                                |          |                   |
| <b>Placement on the Agenda</b>    | <b>Consent</b>  | <b>X</b> | <b>Individual</b> |
| <b>Date Prepared</b>              | March 11, 2008  |          |                   |
| <b>Author Name &amp; Title</b>    | Shirley Nilsen, Senior Buyer                          |          |                   |
| <b>Presenter Name &amp; Title</b> | Jay Valentine, Assistant Financial Operations Manager |          |                   |

**Summary:** This purchase is for five (5) replacement E-85 (flex fuel) compatible half-ton pickup trucks for Engineering, Canyon View Park, Water Supply, Persigo Wash, and Parks Operations.

**Budget:** The Fleet Replacement Fund has \$86,401.00 budgeted and approved for this planned expenditure.

**Action Requested/Recommendation:** Authorize the City Purchasing Division to purchase five (5) 2008 model, Ford F-150 half-ton pickup trucks, from Western Slope Auto, Grand Junction, Colorado in the amount of \$81,724.

**Background Information:** During the annual equipment review by the Fleet Replacement Committee, it was recommended that these five trucks, servicing Engineering, Canyon View Park, Water Supply, Persigo Wash, and Parks Operations, be replaced in 2008. This solicitation was advertised in the Daily Sentinel and sent to 47 potential bidders. Five bids were received, all of which were found to be responsive and responsible. These five bids are shown below.

| <b>Company</b>              | <b>Location</b>      | <b>Total Purchase Price</b> |
|-----------------------------|----------------------|-----------------------------|
| Western Slope Auto          | Grand Junction, CO   | \$81,724.00                 |
| Daniels Chevrolet           | Colorado Springs, CO | \$94,217.00                 |
| Grand Junction Chrysler     | Grand Junction, CO   | \$95,346.00                 |
| Jim Fuoco Motor, Co         | Grand Junction, CO   | \$96,701.00                 |
| Davidson-Gebhardt Chevrolet | Loveland, CO         | \$97,796.60                 |

**Attach 4**

Setting a Hearing on the Willow Wood Village Annexation, Located at 3147 E Road

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA               |   |          |                   |
|-----------------------------------|---|----------|-------------------|
| <b>Subject</b>                    | Willow Wood Village Annexation - Located at 3147 E Road |          |                   |
| <b>File #</b>                     | ANX-2008-033  |          |                   |
| <b>Meeting Day, Date</b>          | Monday, March 17, 2008                                  |          |                   |
| <b>Placement on the Agenda</b>    | <b>Consent</b>  | <b>X</b> | <b>Individual</b> |
| <b>Date Prepared</b>              | March 4, 2008   |          |                   |
| <b>Author Name &amp; Title</b>    | Faye Hall – Associate Planner                           |          |                   |
| <b>Presenter Name &amp; Title</b> | Faye Hall – Associate Planner                           |          |                   |

**Summary:** Request to annex 7.94 acres, located at 3147 E Road. The Willow Wood Village Annexation consists of 2 parcels, includes a portion of the E Road right-of-way, and is a 2 part serial annexation.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt a Resolution referring the petition for the Willow Wood Village Annexation and introduce the proposed Ordinance and set a hearing for May 5, 2008.

**Attachments:**

1. Staff report/Background information
2. Annexation / Site Location Map; Aerial Photo Map
3. Future Land Use Map; Existing City and County Zoning Map
4. Resolution Referring Petition
5. Annexation Ordinance

**Background Information:** See attached Staff Report/Background Information

| STAFF REPORT / BACKGROUND INFORMATION |              |  |            |           |
|---------------------------------------|--------------|--|------------|-----------|
| <b>Location:</b>                      |              | 3147 E Road  |            |           |
| <b>Applicants:</b>                    |              | Owner/Developer: Gary Rinderle Construction Inc<br>Representative: Robert Engelke                  |            |           |
| <b>Existing Land Use:</b>             |              | Vacant   |            |           |
| <b>Proposed Land Use:</b>             |              | Residential Development  |            |           |
| <b>Surrounding Land Use:</b>          | <b>North</b> | Single Family Residential  |            |           |
|                                       | <b>South</b> | Single Family Residential  |            |           |
|                                       | <b>East</b>  | Vacant   |            |           |
|                                       | <b>West</b>  | Single Family Residential  |            |           |
| <b>Existing Zoning:</b>               |              | County RMF-8 (Residential Multi-Family 8 du/ac)<br>and RSF-R (Residential Single Family 1 du/5 ac) |            |           |
| <b>Proposed Zoning:</b>               |              | City R-8 (Residential 8 du/ac)   |            |           |
| <b>Surrounding Zoning:</b>            | <b>North</b> | County RMF-8 (Residential Multi-Family 8 du/ac)  |            |           |
|                                       | <b>South</b> | City R-8 (Residential 8 du/ac)   |            |           |
|                                       | <b>East</b>  | County RMF-8 (Residential Multi-Family 8 du/ac)<br>and RSF-R (Residential Single Family 1 du/5 ac) |            |           |
|                                       | <b>West</b>  | County PD 4.4 du/ac  |            |           |
| <b>Growth Plan Designation:</b>       |              | Residential Medium 4-8 du/ac   |            |           |
| <b>Zoning within density range?</b>   |              | <b>X</b>   | <b>Yes</b> | <b>No</b> |

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 7.94 acres of land and is comprised of 2 parcels. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Willow Wood Village Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;

- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

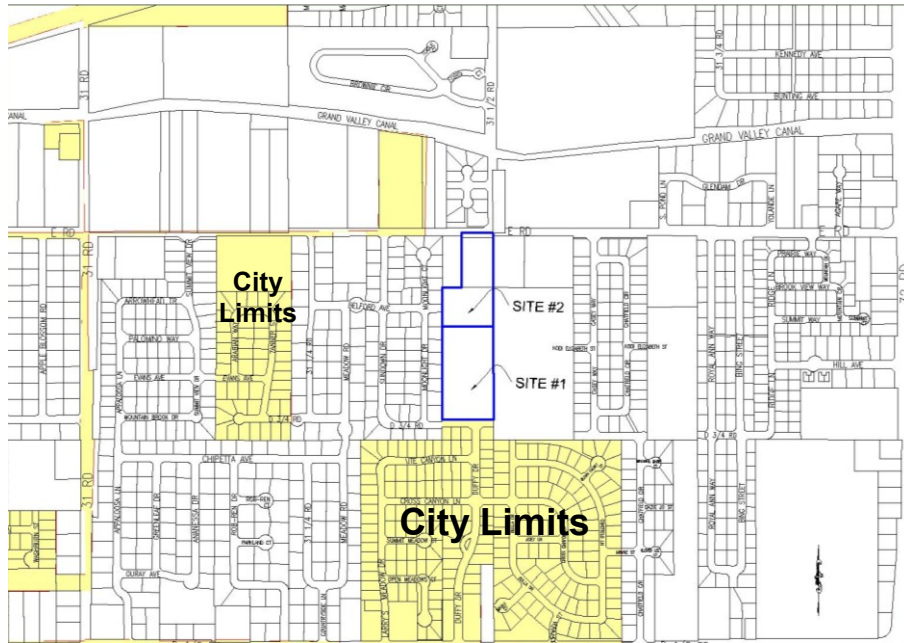
| <b><u>ANNEXATION SCHEDULE</u></b> |   |
|-----------------------------------|---|
| <b>March 17, 2008</b>             | Referral of Petition (30 Day Notice), Introduction of a proposed Ordinance, Exercising Land Use |
| <b>April 8, 2008</b>              | Planning Commission considers Zone of Annexation  |
| <b>April 14, 2008</b>             | Introduction of a proposed Ordinance on Zoning by City Council                                  |
| <b>May 5, 2008</b>                | Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council              |
| <b>June 6, 2008</b>               | Effective date of Annexation and Zoning   |

**WILLOW WOOD VILLAGE ANNEXATION SUMMARY**

|                                       |   |  |
|---------------------------------------|---|--|
| <b>File Number:</b>                   | ANX-2008-033  |  |
| <b>Location:</b>                      | 3147 E Road   |  |
| <b>Tax ID Number:</b>                 | 2943-152-00-171/2943-152-00-172   |  |
| <b>Parcels:</b>                       | 2   |  |
| <b>Estimated Population:</b>          | 0   |  |
| <b># of Parcels (owner occupied):</b> | 0   |  |
| <b># of Dwelling Units:</b>           | 0   |  |
| <b>Acres land annexed:</b>            | 7.94 acres  |  |
| <b>Developable Acres Remaining:</b>   | 7.8 acres   |  |
| <b>Right-of-way in Annexation:</b>    | 6060.6 sq. ft. of E Road right-of-way   |  |
| <b>Previous County Zoning:</b>        | County RMF-8 (Residential Multi-Family 8 du/ac) and RSF-R (Residential Single Family 1 du/5 ac) |  |
| <b>Proposed City Zoning:</b>          | City R-8 (Residential 8 du/ac)  |  |
| <b>Current Land Use:</b>              | Vacant  |  |
| <b>Future Land Use:</b>               | Residential Development   |  |
| <b>Values:</b>                        | <b>Assessed:</b>  | = \$40,030   |
|                                       | <b>Actual:</b>  | = \$216,580  |
| <b>Address Ranges:</b>                | 3144-3148 D 3/4 Road (even only)<br>3147-3149 E Road (odd only)                                 |  |
| <b>Special Districts:</b>             | <b>Water:</b>   | Clifton Water  |
|                                       | <b>Sewer:</b>   | Clifton Sanitation #2                                |
|                                       | <b>Fire:</b>  | Clifton Fire   |
|                                       | <b>Irrigation/Drainage:</b>   | Grand Valley Irrigation/Grand Valley Drainage        |
|                                       | <b>School:</b>  | Mesa County School District #51                      |
|                                       | <b>Pest:</b>  | Grand River Mosquito/Upper Grand Valley Pest Control |

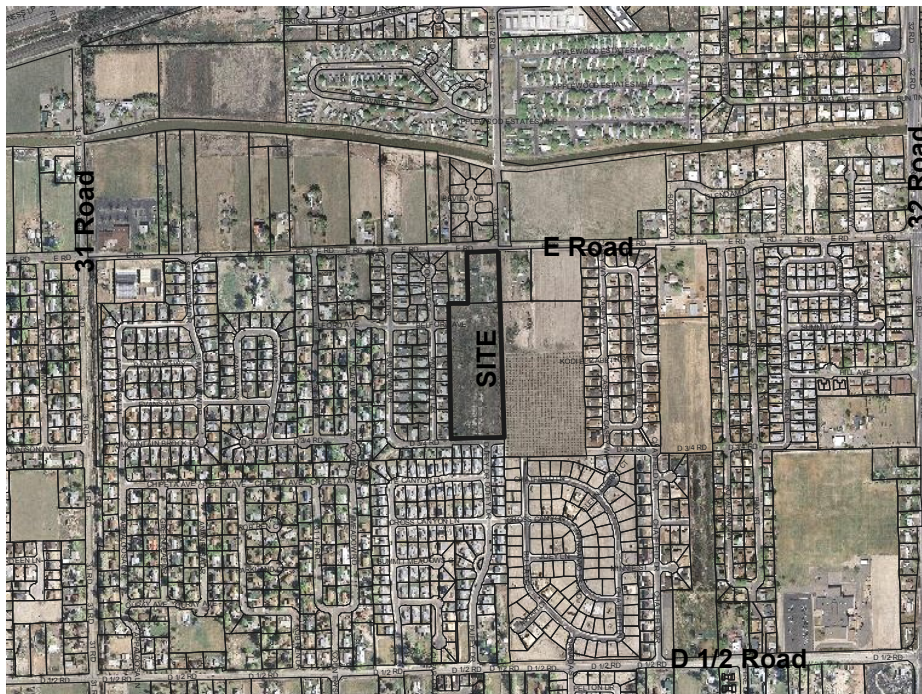
# Annexation-Site Location Map

Figure 1



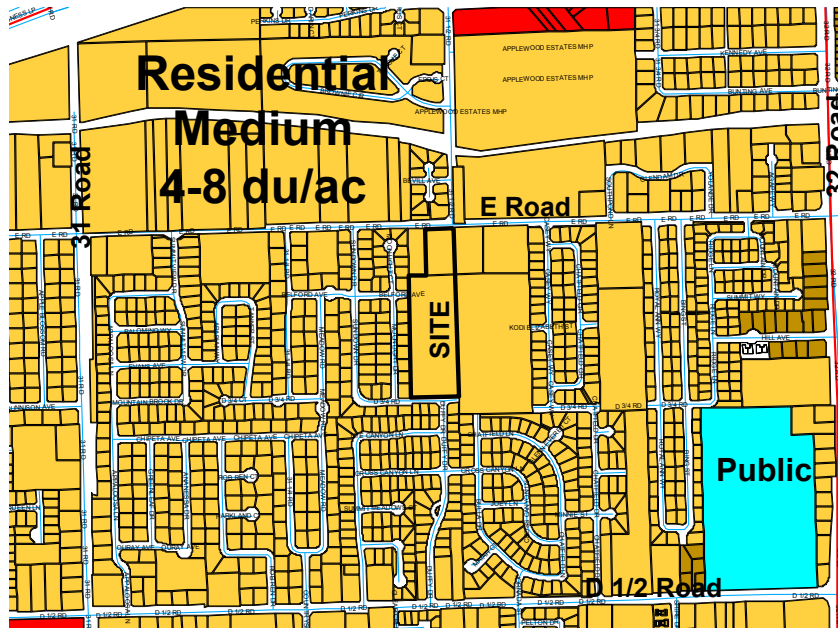
# Aerial Photo Map

Figure 2



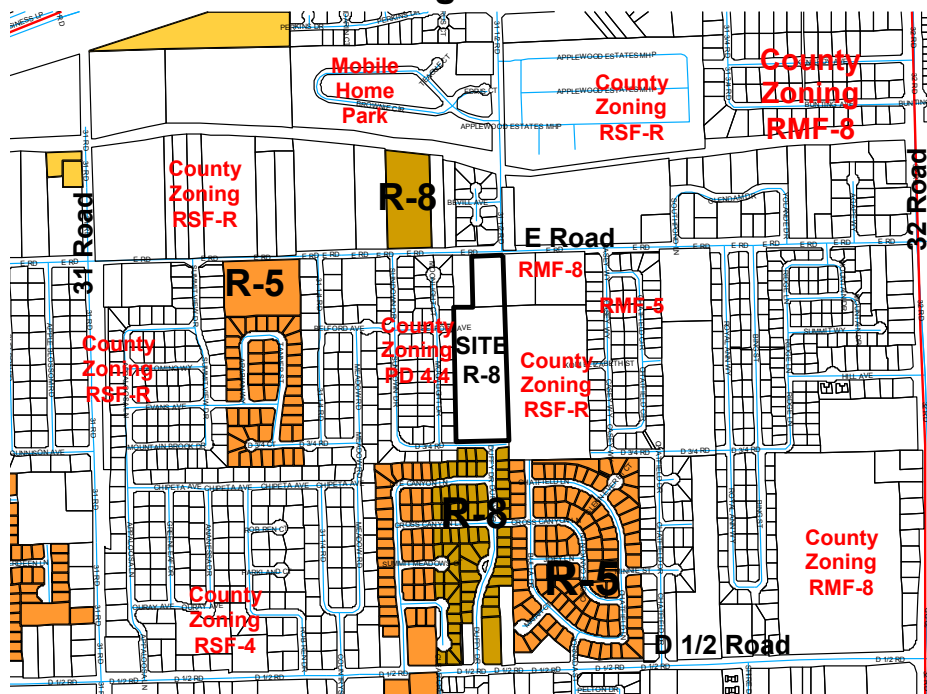
# Future Land Use Map

Figure 3



# Existing City and County Zoning Map

Figure 4



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



**NOTICE OF HEARING  
ON PROPOSED ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO**

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 17<sup>th</sup> of March, 2008, the following Resolution was adopted:

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION  
REFERRING A PETITION TO THE CITY COUNCIL  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
SETTING A HEARING ON SUCH ANNEXATION,  
AND EXERCISING LAND USE CONTROL**

**WILLOW WOOD VILLAGE ANNEXATION NO 1 AND 2**

**LOCATED AT 3147 E ROAD INCLUDING A PORTION OF THE E ROAD  
RIGHT-OF-WAY.**

WHEREAS, on the 17<sup>th</sup> day of March, 2008, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**WILLOW WOOD VILLAGE ANNEXATION NO. 1**

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 15, Township One South, Range One East of the Ute Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Northwest corner of Summit View Meadows Subdivision, as same is recorded in Plat Book 19, Page's 323 and 324, public records of Mesa County, Colorado, said point also being the Northwest corner of Summit View Meadows Annexation, Ordinance No. 3460, City of Grand Junction and assuming the East line of the NE 1/4 NW 1/4 of said Section 15 to bear S00°03'03"E with all bearings contained herein relative thereto; thence N00°02'25"W a distance of 593.08 feet along the East line of Sundown Village No. 2 Subdivision, as same is recorded in Plat Book 15, Page's 35 and 36, public records of Mesa County, Colorado; thence S89°52'21"E a distance of 327.13 feet to a point on the East line of the NE 1/4 NW 1/4 of said Section 15; thence S00°03'03"E a distance of 593.09 feet along the East line of the NE 1/4 NW 1/4 of said Section 15 to the Northeast corner of said Summit View Meadows Subdivision, said point also being the Northeast corner of said Summit View Meadows Annexation; thence N89°52'21"W a distance of 327.24 feet along the North line of said Summit View Meadows Subdivision, said line also being the North line of said Summit View Meadows Annexation to the Point of Beginning.

Said parcel contains 4.45 acres (194,047.91 sq. ft.), more or less, as described.

## WILLOW WOOD VILLAGE ANNEXATION NO. 2

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 15, Township One South, Range One East of the Ute Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Commencing at the Northwest corner of Summit View Meadows Subdivision, as same is recorded in Plat Book 19, Page's 323 and 324, public records of Mesa County, Colorado, said point also being the Northwest corner of Summit View Meadows Annexation, Ordinance No. 3460, City of Grand Junction and assuming the East line of the NE 1/4 NW 1/4 of said Section 15 to bear S00°03'03"E with all bearings contained herein relative thereto; thence N00°02'25"W a distance of 593.08 feet along the East line of Sundown Village No. 2 Subdivision, as same is recorded in Plat Book 15, Page's 35 and 36, public records of Mesa County, Colorado to the Point of Beginning; thence N00°02'25"W a distance of 249.97 feet along the East line of said Sundown Village No. 2 Subdivision to the Southwest corner of that certain Parcel of land described in Book 4203, Page 10, public records of Mesa County, Colorado; thence S89°50'37"E along the South line of said Parcel of land a distance of 125.00 feet; thence N00°02'25"W along the East line of said Parcel of land a distance of 348.46 feet to a point on the North line of the NE 1/4 NW 1/4 of said Section 15; thence S89°51'00"E a distance of 202.02 feet along the North line of the NE 1/4 NW 1/4 of said Section 15 to the Northeast corner of the NE 1/4 NW 1/4 of said Section 15; thence S00°03'03"E a distance of 598.29 feet along the East line of the NE 1/4 NW 1/4 of said Section 15 to the Northeast corner of Willow Wood Village Annexation No. 1, City of Grand Junction; thence N89°52'21"W a distance of 327.13 feet along the North line of said Willow Wood Village Annexation No. 1 to the Point of Beginning.

Said parcel contains 3.49 acres (152,149.65 sq. ft.), more or less, as described.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 5<sup>th</sup> day of May, 2008, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of

the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Public Works and Planning Department of the City.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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

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

**NOTICE IS FURTHER GIVEN** that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

---

City Clerk

| <i><b>DATES PUBLISHED</b></i> |
|-------------------------------|
| <b>March 19, 2008</b>         |
| <b>March 26, 2008</b>         |
| <b>April 2, 2008</b>          |
| <b>April 9, 2008</b>          |

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**WILLOW WOOD VILLAGE ANNEXATION NO. 1**

**APPROXIMATELY 4.45 ACRES**

**LOCATED AT 3147 E ROAD**

**WHEREAS**, on the 17<sup>th</sup> day of March, 2008, 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 5<sup>th</sup> day of May, 2008; 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:

**WILLOW WOOD VILLAGE ANNEXATION NO. 1**

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 15, Township One South, Range One East of the Ute Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Northwest corner of Summit View Meadows Subdivision, as same is recorded in Plat Book 19, Page's 323 and 324, public records of Mesa County, Colorado, said point also being the Northwest corner of Summit View Meadows Annexation, Ordinance No. 3460, City of Grand Junction and assuming the East line of the NE 1/4 NW 1/4 of said Section 15 to bear S00°03'03"E with all bearings contained herein relative thereto; thence N00°02'25"W a distance of 593.08 feet along the East line of Sundown Village No. 2 Subdivision, as same is recorded in Plat Book 15, Page's 35 and 36, public records of Mesa County, Colorado; thence S89°52'21"E a distance of 327.13 feet to a point on the East line of the NE 1/4 NW 1/4 of said Section 15;

thence S00°03'03"E a distance of 593.09 feet along the East line of the NE 1/4 NW 1/4 of said Section 15 to the Northeast corner of said Summit View Meadows Subdivision, said point also being the Northeast corner of said Summit View Meadows Annexation; thence N89°52'21"W a distance of 327.24 feet along the North line of said Summit View Meadows Subdivision, said line also being the North line of said Summit View Meadows Annexation to the Point of Beginning.

Said parcel contains 4.45 acres (194,047.91 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 \_\_\_\_ day of \_\_\_\_\_, 2008 and ordered published.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2008.

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**

**WILLOW WOOD VILLAGE ANNEXATION NO. 2**

**APPROXIMATELY 3.49 ACRES**

**LOCATED AT 3147 E ROAD INCLUDING A PORTION OF THE E ROAD RIGHT-OF-  
WAY**

**WHEREAS**, on the 17<sup>th</sup> day of March, 2008, 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 5<sup>th</sup> day of May, 2008; 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:

**WILLOW WOOD VILLAGE ANNEXATION NO. 2**

A certain parcel of land located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 15, Township One South, Range One East of the Ute Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Commencing at the Northwest corner of Summit View Meadows Subdivision, as same is recorded in Plat Book 19, Page's 323 and 324, public records of Mesa County, Colorado, said point also being the Northwest corner of Summit View Meadows Annexation, Ordinance No. 3460, City of Grand Junction and assuming the East line of the NE 1/4 NW 1/4 of said Section 15 to bear S00°03'03"E with all bearings contained herein relative thereto; thence N00°02'25"W a distance of 593.08 feet along the East line of Sundown Village No. 2 Subdivision, as same is recorded in Plat Book 15, Page's 35 and 36, public records of Mesa County, Colorado to the Point of Beginning; thence



N00°02'25"W a distance of 249.97 feet along the East line of said Sundown Village No. 2 Subdivision to the Southwest corner of that certain Parcel of land described in Book 4203, Page 10, public records of Mesa County, Colorado; thence S89°50'37"E along the South line of said Parcel of land a distance of 125.00 feet; thence N00°02'25"W along the East line of said Parcel of land a distance of 348.46 feet to a point on the North line of the NE 1/4 NW 1/4 of said Section 15; thence S89°51'00"E a distance of 202.02 feet along the North line of the NE 1/4 NW 1/4 of said Section 15 to the Northeast corner of the NE 1/4 NW 1/4 of said Section 15; thence S00°03'03"E a distance of 598.29 feet along the East line of the NE 1/4 NW 1/4 of said Section 15 to the Northeast corner of Willow Wood Village Annexation No. 1, City of Grand Junction; thence N89°52'21"W a distance of 327.13 feet along the North line of said Willow Wood Village Annexation No. 1 to the Point of Beginning.

Said parcel contains 3.49 acres (152,149.65 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 \_\_\_\_ day of \_\_\_\_\_, 2008 and ordered published.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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

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

**Attach 5**

Setting a Hearing on the Summers Annexation, Located at 2144 Broadway

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA               |   |          |                   |
|-----------------------------------|---|----------|-------------------|
| <b>Subject</b>                    | Summers Annexation - Located at 2144 Broadway |          |                   |
| <b>File #</b>                     | ANX-2008-028                                  |          |                   |
| <b>Meeting Day, Date</b>          | Monday, March 17, 2008                        |          |                   |
| <b>Placement on the Agenda</b>    | <b>Consent</b>                                | <b>X</b> | <b>Individual</b> |
| <b>Date Prepared</b>              | February 27, 2008                             |          |                   |
| <b>Author Name &amp; Title</b>    | Senta L. Costello – Associate Planner         |          |                   |
| <b>Presenter Name &amp; Title</b> | Senta L. Costello – Associate Planner         |          |                   |

**Summary:** Request to annex 0.90 acres, located at 2144 Broadway. The Summers Annexation consists of 1 parcel.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt a Resolution referring the petition for the Summers Annexation and introduce the proposed Ordinance and set a hearing for May 5, 2008.

**Attachments:**

1. Staff report/Background information
2. Annexation / Site Location Map; Aerial Photo Map
3. Future Land Use Map; Existing City and County Zoning Map
4. Resolution Referring Petition
5. Annexation Ordinance

**Background Information:** See attached Staff Report/Background Information

| STAFF REPORT / BACKGROUND INFORMATION |              |   |            |           |
|---------------------------------------|--------------|---|------------|-----------|
| <b>Location:</b>                      |              | 2144 Broadway   |            |           |
| <b>Applicants:</b>                    |              | Owner: Clint Summers<br>Representative: Austin Civil Group - Troy                 |            |           |
| <b>Existing Land Use:</b>             |              | Vacant commercial   |            |           |
| <b>Proposed Land Use:</b>             |              | Car wash  |            |           |
| <b>Surrounding Land Use:</b>          | <b>North</b> | Safeway shopping center   |            |           |
|                                       | <b>South</b> | Single Family Residential   |            |           |
|                                       | <b>East</b>  | Gas station/Single Family Residential   |            |           |
|                                       | <b>West</b>  | Ace Hardware/Single Family Residential  |            |           |
| <b>Existing Zoning:</b>               |              | County C-1 (Commercial)   |            |           |
| <b>Proposed Zoning:</b>               |              | City B-1 (Neighborhood Business)  |            |           |
| <b>Surrounding Zoning:</b>            | <b>North</b> | County C-1 (Commercial)   |            |           |
|                                       | <b>South</b> | County RSF-4 (Residential Single Family 4 du/ac)                                  |            |           |
|                                       | <b>East</b>  | County C-1 (Commercial)/PD (Residential 3.4 du/ac)                                |            |           |
|                                       | <b>West</b>  | City B-1 (Neighborhood Business)/County RSF-4 (Residential Single Family 4 du/ac) |            |           |
| <b>Growth Plan Designation:</b>       |              | Commercial  |            |           |
| <b>Zoning within density range?</b>   |              | <b>X</b>  | <b>Yes</b> | <b>No</b> |

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 0.90 acres of land and is comprised of 1 parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Summers Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;

- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

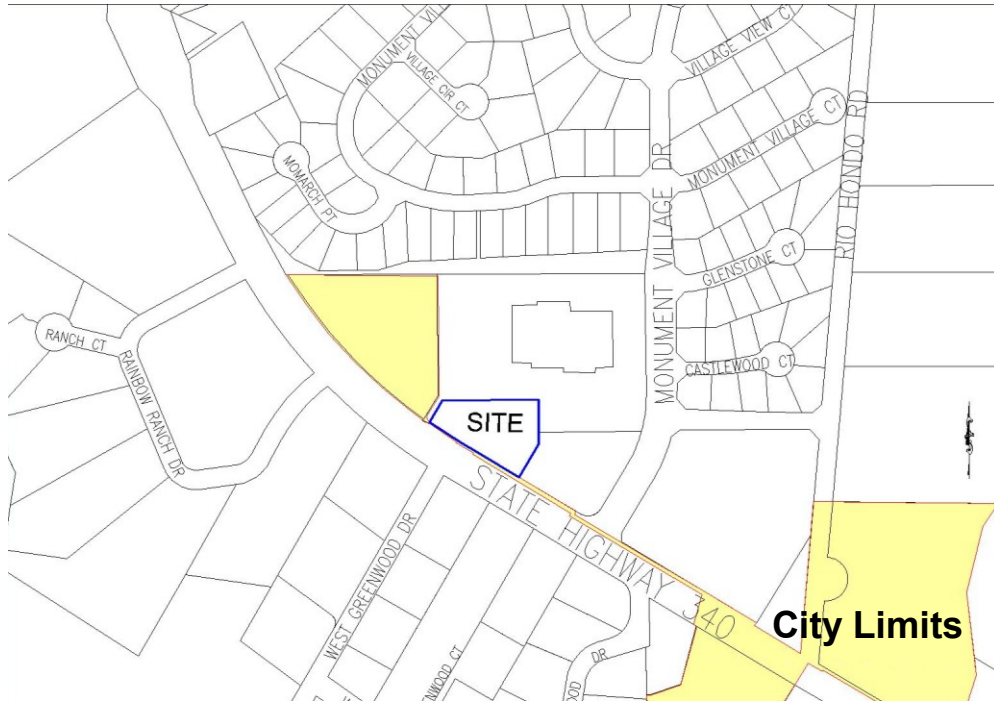
| <b><u>ANNEXATION SCHEDULE</u></b> |   |
|-----------------------------------|---|
| <b>March 17, 2008</b>             | Referral of Petition (30 Day Notice), Introduction of a proposed Ordinance, Exercising Land Use |
| <b>March 25, 2008</b>             | Planning Commission considers Zone of Annexation  |
| <b>April 14, 2008</b>             | Introduction of a proposed Ordinance on Zoning by City Council                                  |
| <b>May 5, 2008</b>                | Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council              |
| <b>June 6, 2008</b>               | Effective date of Annexation and Zoning   |

**SUMMERS ANNEXATION SUMMARY**

|                                       |                             |                             |
|---------------------------------------|-----------------------------|-----------------------------|
| <b>File Number:</b>                   |                             | ANX-2008-028                |
| <b>Location:</b>                      |                             | 2144 Broadway               |
| <b>Tax ID Number:</b>                 |                             | 2947-232-14-004             |
| <b>Parcels:</b>                       |                             | 1                           |
| <b>Estimated Population:</b>          |                             | 0                           |
| <b># of Parcels (owner occupied):</b> |                             | 0                           |
| <b># of Dwelling Units:</b>           |                             | 0                           |
| <b>Acres land annexed:</b>            |                             | 0.90 acres                  |
| <b>Developable Acres Remaining:</b>   |                             | 0.90 acres                  |
| <b>Right-of-way in Annexation:</b>    |                             | 0.00 acres                  |
| <b>Previous County Zoning:</b>        |                             | C-1 (Commercial)            |
| <b>Proposed City Zoning:</b>          |                             | B-1 (Neighborhood Business) |
| <b>Current Land Use:</b>              |                             | Vacant Commercial           |
| <b>Future Land Use:</b>               |                             | Car Wash                    |
| <b>Values:</b>                        | <b>Assessed:</b>            | = \$34,110                  |
|                                       | <b>Actual:</b>              | = \$117,610                 |
| <b>Address Ranges:</b>                |                             | 2144 Broadway only          |
| <b>Special Districts:</b>             | <b>Water:</b>               | Ute Water                   |
|                                       | <b>Sewer:</b>               | City                        |
|                                       | <b>Fire:</b>                | Grand Junction Rural Fire   |
|                                       | <b>Irrigation/Drainage:</b> | Redlands Water & Power      |
|                                       | <b>School:</b>              | Mesa Co School District #51 |
|                                       | <b>Pest:</b>                | Grand River Mosquito        |

# Annexation-Site Location Map

Figure 1



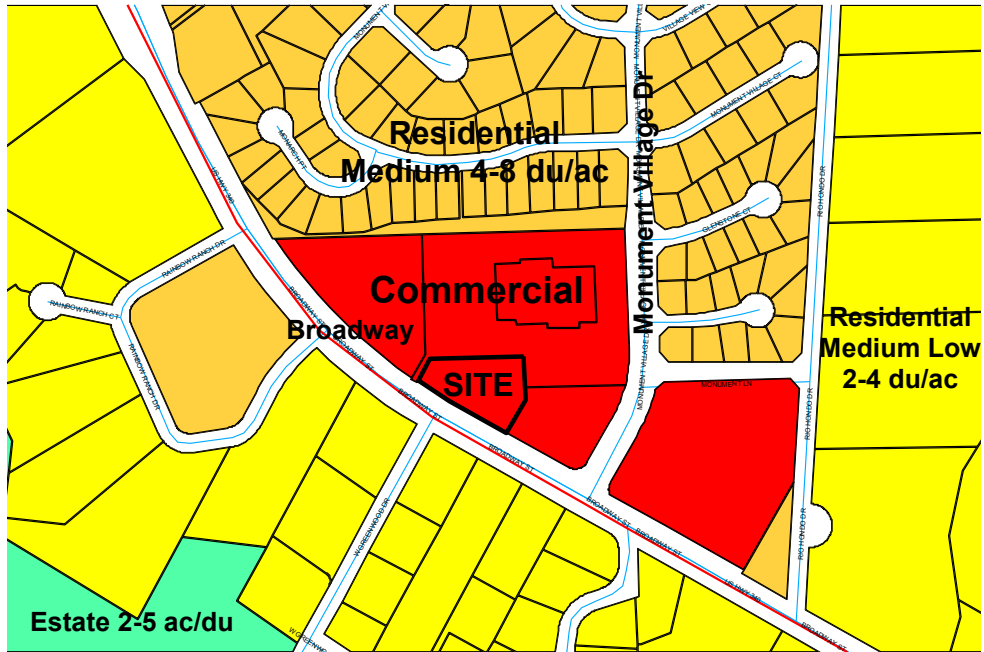
# Aerial Photo Map

Figure 2



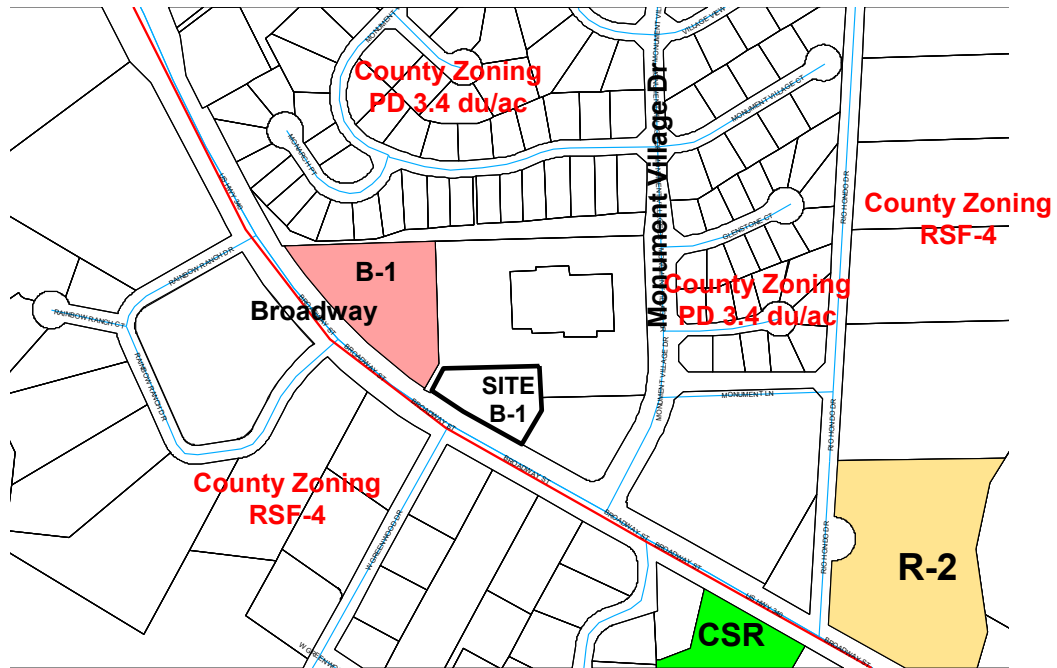
# Future Land Use Map

Figure 3



# Existing City and County Zoning Map

Figure 4



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

**NOTICE OF HEARING  
ON PROPOSED ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO**

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 17<sup>th</sup> of March, 2008, the following Resolution was adopted:



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION  
REFERRING A PETITION TO THE CITY COUNCIL  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
SETTING A HEARING ON SUCH ANNEXATION,  
AND EXERCISING LAND USE CONTROL**

**SUMMERS ANNEXATION**

**LOCATED AT 2144 BROADWAY.**

WHEREAS, on the 17<sup>th</sup> day of March, 2008, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**SUMMERS ANNEXATION**

A certain parcel of land located in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 23, Township Eleven South, Range One Hundred and One West of the 6TH Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Lot One Monument Village Shopping Center, Filing 2, as same is recorded in Plat Book 15, Pages 59-60, public records of Mesa County, Colorado.

Said parcel contains 0.90 acres (39,167.17 sq. ft.), more or less, as described.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 5<sup>th</sup> day of May, 2008, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists

between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Public Works and Planning Department of the City.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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

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

**NOTICE IS FURTHER GIVEN** that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

---

City Clerk

| <i><b>DATES PUBLISHED</b></i> |
|-------------------------------|
| <b>March 19, 2008</b>         |
| <b>March 26, 2008</b>         |
| <b>April 2, 2008</b>          |
| <b>April 9, 2008</b>          |

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

**SUMMERS ANNEXATION**

**APPROXIMATELY 0.90 ACRES**

**LOCATED AT 2144 BROADWAY**

**WHEREAS**, on the 17<sup>th</sup> day of March, 2008, 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 5<sup>th</sup> day of May, 2008; 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:

**SUMMERS ANNEXATION**

A certain parcel of land located in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 23, Township Eleven South, Range One Hundred and One West of the 6TH Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Lot One Monument Village Shopping Center, Filing 2, as same is recorded in Plat Book 15, Pages 59-60, public records of Mesa County, Colorado.

Said parcel contains 0.90 acres (39,167.17 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 \_\_\_\_ day of \_\_\_\_\_, 2008 and ordered published.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

---

President of the Council

---

City Clerk

**Attach 6**

Setting a Hearing Zoning the Property Located at 689 25 1/2 Road Known as Arroyo Vista

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA     |  |                                     |            |
|-------------------------|--|-------------------------------------|------------|
| Subject                 | Rezone property located at 689 25 1/2 Road known as Arroyo Vista |                                     |            |
| File #                  | RZ-2008-023  |                                     |            |
| Meeting Day, Date       | Monday, March 17, 2008   |                                     |            |
| Placement on the Agenda | Consent  | <input checked="" type="checkbox"/> | Individual |
| Date Prepared           | <b>March 7, 2008</b>   |                                     |            |
| Author Name & Title     | Justin T. Kopfman, Associate Planner                             |                                     |            |
| Presenter Name & Title  | Justin T. Kopfman, Associate Planner                             |                                     |            |

**Summary:** A request to rezone 2.063 acres, located at 689 25 1/2 Road, from R-R (Residential Rural) to R-5 (Residential 5-du/ac) also known as Arroyo Vista.

**Budget:** N/A

**Action Requested/Recommendation:** Introduce the proposed Ordinance and set a hearing for March 31, 2008.

**Background Information:** See attached report.

**Attachments:**

1. Site Location Map / Aerial Photo Map
2. Future Land Use Map / Existing City Zoning Map
3. Zoning Ordinance

| <b>BACKGROUND INFORMATION</b>              |              |  |            |  |           |
|--|--------------|--|------------|--|-----------|
| Location:                                  |              | <b>689 25 ½ Road</b>   |            |  |           |
| Applicants: Property owner, representative |              | Owner: Jerald and Rhonda Sutton<br>Representative: DCS, Inc. – Mike Markus |            |  |           |
| Existing Land Use:                         |              | <b>Residential</b>   |            |  |           |
| Proposed Land Use:                         |              | <b>Residential</b>   |            |  |           |
| Surrounding Land Use:                      | <b>North</b> | <b>Residential</b>   |            |  |           |
|  | <b>South</b> | <b>Residential</b>   |            |  |           |
|  | <b>East</b>  | <b>Residential</b>   |            |  |           |
|  | <b>West</b>  | <b>Residential</b>   |            |  |           |
| Existing Zoning:                           |              | R-R (Residential Rural)  |            |  |           |
| Proposed Zoning:                           |              | R-5 (Residential 5-du/ac)  |            |  |           |
| Surrounding Zoning:                        | North        | R-R (Residential Rural)  |            |  |           |
|  | South        | PD (Planned Development)   |            |  |           |
|  | East         | R-2 (Residential 2-du/ac)  |            |  |           |
|  | West         | PD (Planned Development)   |            |  |           |
| Growth Plan Designation:                   |              | Residential Medium (4-8 du/ac)   |            |  |           |
| Zoning within density range?               |              | <b>X</b>   | <b>Yes</b> |  | <b>No</b> |

**Staff Analysis:**

1. Background

This area consists of 2.063 acres. The 689 25 ½ Road parcel was annexed and zoned R-R (Residential Rural) in 2000 in the Sutton/Rickard Enclave. No other development application history exists for this property. Currently, the property is being used as a single-family residence. The property is being considered for future development, should the rezone request be granted.

2. Consistency with the Growth Plan

The requested zone district of R-5 (Residential 5-du/ac) is consistent with the Future Land Use designation of Residential Medium (4-8 du/ac).

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;

Response: The existing zoning was not in error at the time of adoption. The property owners request for the R-5 (Residential 5-du/ac) zone district upon submittal of rezone is also compatible with the Future Land Use designation for this area.

2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth/growth trends, development transitions, higher density growth, etc.;

Response: Properties that have been recently zoned or developed and zoned residential medium in the area are present to the north, northwest and southeast.

3. The proposed rezone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted policies, the requirements of this Code, and other City regulations;

Response: The R-5 (Residential 5 du/ac) zone district is compatible with the neighborhood and will not create adverse impacts. The Future Land Use Map designates this area as RM (Residential Medium 4-8 du/ac).

Properties directly to the south and east within the Planned Development have an underlying Future Land Use designation of Residential Medium (4-8 du/ac).

The property directly north of 689 25 ½ Road is zoned R-R (Residential Rural), however, it is conceivable that future development of this parcel would utilize the Residential Medium (4-8 du/ac) rezone option and would be a logical extension the proposed zoning on 689 25 ½ road and current surround zoning densities. Subdivisions in the vicinity are built at densities that are comparable to the R-5 zone district. Moonridge Falls Planned Subdivision located to the south and west, has a density of 2.5-du/ac. Arcadia North Subdivision, located to the north has a density of 3.5-du/ac. Moonridge East Subdivision to the southeast has a density of 3.82-du/ac.

The R-5 (Residential 5-du/ac) zone district is in conformance with the following goals and policies of the Growth Plan:



Growth Plan:

Goal 5: To ensure that urban growth and development make efficient use of investments in streets, utilities and other public facilities.

Goal 11: To promote stable neighborhoods and land use compatibility throughout the community.

Goal 15: To achieve a mix of compatible housing types and densities dispersed throughout the community.

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

Response: Adequate public facilities are available at the time of further development of the property. 8" Ute Water Line is available. 15" Sanitary Sewer Line is available.

5. The supply of comparably zoned land in the surrounding area is inadequate to accommodate the community's needs; and

Response: This property is located in an area already developed as a Residential-Medium (4-8 du/ac) area; and or is, rapidly developing at the same proposed density.

6. The community will benefit from the proposed zone.

Response: The community will benefit from the proposed zone, as it will allow density to be added to an area of the City, which is under intense development pressure. The R-5 (Residential 5 du/ac) zone district will allow densities comparable to that of the existing subdivisions in the vicinity.

**PLANNING COMMISSION RECOMMENDATION:**

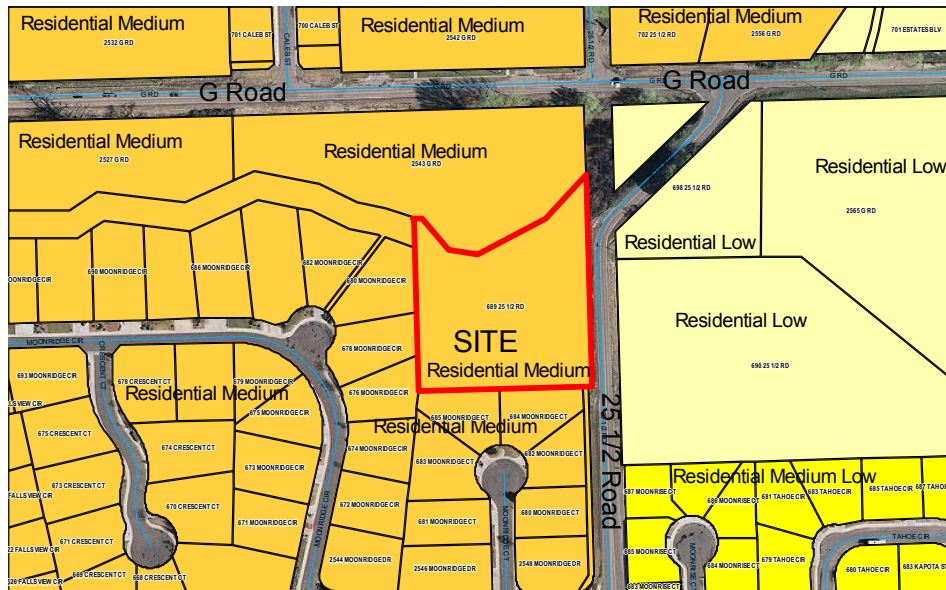
At the March 11, 2008 Planning Commission Meeting, Planning Commission recommended approval of the requested rezone, RZ-2008-023, to the City Council with the following findings of fact and conclusions:

1. The requested zone 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.



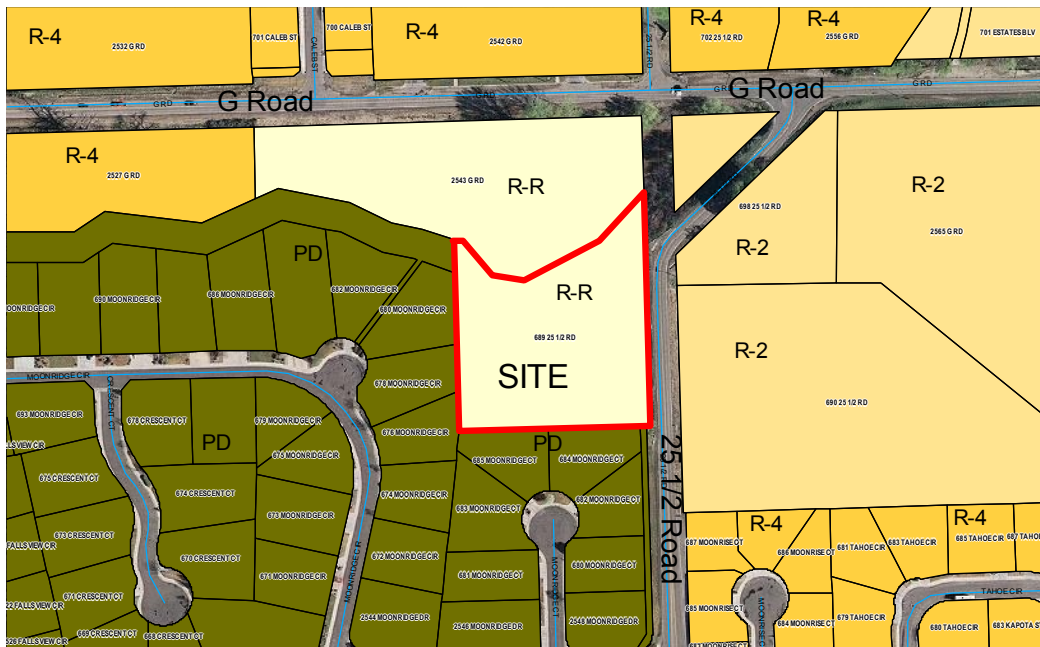
# FUTURE LAND USE MAP

Figure 3



# EXISTING CITY ZONING MAP

Figure 4



**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE REZONING THE PROPERTY LOCATED AT 689 25 1/2 ROAD TO  
R-5 (RESIDENTIAL 5-DU/AC)**

**ALSO KNOWN AS ARROYO VISTA**

Recitals.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of rezoning the 689 25 1/2 Road to the R-5 (Residential 5-du/ac) Zone District finding that it conforms with 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 is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning & Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-5 (Residential 5-du/ac) Zone District is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning & Development Code.

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

The following area be rezoned R-5 (Residential 5-du/ac)

BEGINNING at a pt from which the N1/2 COR of SEC 3, T1S, R1W of the UM bears North 150.06 ft; thence South 408.07 ft along the quarter line of said SEC 3, thence West 336.55 ft, thence North 303.02 st to the center of wash, thence East along said center of wash 15 ft; thence along said center S38°54' E 78.47 ft, thence along said center S77°19'E 50.21 ft, thence along said center N63°42'E 138.21 ft, thence along said center N43°42'E 138.21 ft, thence along said center N43°11'E 145.27 t to the pt of BEGGINNING; also in the center of said wash; EXCEPT the east 25 ft thereof conveyed to Mesa County, Colorado, together with all improvements and appurtenances and all ditches and water rights used on or in connection with the real estate described above, including three shares of the capital stock of Grand Valley Irrigation Company.

Said parcel contains 2.063 acres (89,864.28 sq. ft.), more or less, as described.

Introduced on first reading this 17th day of March, 2008 and ordered published.

**ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

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President of the Council

---

City Clerk

**Attach 7**

Setting a Hearing Zoning the Holbrook Annexation, Located at 2525 D Road

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA               |   |          |                   |
|-----------------------------------|---|----------|-------------------|
| <b>Subject</b>                    | Zoning the Holbrook Annexation - Located at 2525 D Road |          |                   |
| <b>File #</b>                     | ANX-2007-361  |          |                   |
| <b>Meeting Day, Date</b>          | Monday, March 17, 2008                                  |          |                   |
| <b>Placement on the Agenda</b>    | <b>Consent</b>  | <b>X</b> | <b>Individual</b> |
| <b>Date Prepared</b>              | February 27, 2008                                       |          |                   |
| <b>Author Name &amp; Title</b>    | Senta L. Costello – Associate Planner                   |          |                   |
| <b>Presenter Name &amp; Title</b> | Senta L. Costello – Associate Planner                   |          |                   |

**Summary:** Request to zone the 14.29 acre Holbrook Annexation, located at 2525 D Road, to R-4 (Residential 4 du/ac).

**Budget:** N/A

**Action Requested/Recommendation:** Introduce a proposed Ordinance and set a Public Hearing for March 31, 2008.

**Attachments:**

1. Staff report/Background information
2. Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing City and County Zoning Map
4. Zoning Ordinance

**Background Information:** See attached Staff Report/Background Information

**STAFF REPORT / BACKGROUND INFORMATION**

|                                     |   |  |           |
|-------------------------------------|---|--|-----------|
| <b>Location:</b>                    | 2525 D Road   |  |           |
| <b>Applicants:</b>                  | Owner: Gary/Jackie Holbrook<br>Representative: Trinidad Silva |  |           |
| <b>Existing Land Use:</b>           | Residential/Agricultural                                      |  |           |
| <b>Proposed Land Use:</b>           | Residential Subdivision                                       |  |           |
| <b>Surrounding Land Use:</b>        | <b>North</b>  | Single Family Residential  |           |
|                                     | <b>South</b>  | Single Family Residential  |           |
|                                     | <b>East</b>   | Single Family Residential / Agricultural                               |           |
|                                     | <b>West</b>   | Redlands Power Canal #1/Single Family Residential                      |           |
| <b>Existing Zoning:</b>             | County RMF-8 (Residential Multi-Family 8 du/ac)               |  |           |
| <b>Proposed Zoning:</b>             | City R-4 (Residential 4 du/ac)                                |  |           |
| <b>Surrounding Zoning:</b>          | <b>North</b>  | County RMF-8 (Residential Multi-Family 8 du/ac)                        |           |
|                                     | <b>South</b>  | County RMF-8 (Residential Multi-Family 8 du/ac)                        |           |
|                                     | <b>East</b>   | County RMF-8 (Residential Multi-Family 8 du/ac)                        |           |
|                                     | <b>West</b>   | City R-4 (Residential 4 du/ac) / CSR (Community Services & Recreation) |           |
| <b>Growth Plan Designation:</b>     | Residential Medium Low 2-4 du/ac                              |  |           |
| <b>Zoning within density range?</b> | <b>X</b>  | <b>Yes</b>   | <b>No</b> |

**Staff Analysis:**

Zone of Annexation: The requested zone of annexation to the R-4 (Residential 4 du/ac) district is consistent with the Growth Plan designation of Residential Medium Low 2-4 du/ac. The existing County zoning is RMF-8 (Residential Multi-Family 8 du/ac). 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.A.3 and 4 as follows:

- The proposed zone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations.

Response: The surrounding properties to the east are larger lots with potential to further develop in the future. To the west is the Redlands Power Canal #1 and the Heatheridge Estates Subdivision which zoned R-4. The proposed zone

conforms and furthers the goals and policies of the Growth Plan by zoning the property with a designation that brings the zoning in conformance with the Future Land Use Map designation. The zoning is in conformance with the Redlands Plan, Code requirements, and City regulations.

- Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;

Response: Adequate public facilities (i.e. sewer, water, gas, and electricity) are available and will be further extended to supply future development of the property. An 8" sanitary sewer line is located within D Road and an 8" water line is in Monument Road.

Alternatives: In addition to the zoning that the petitioner has requested, the following zone district would also be consistent with the Growth Plan designation or the existing County zoning for the subject property.

- a. R-2
- b. R-8

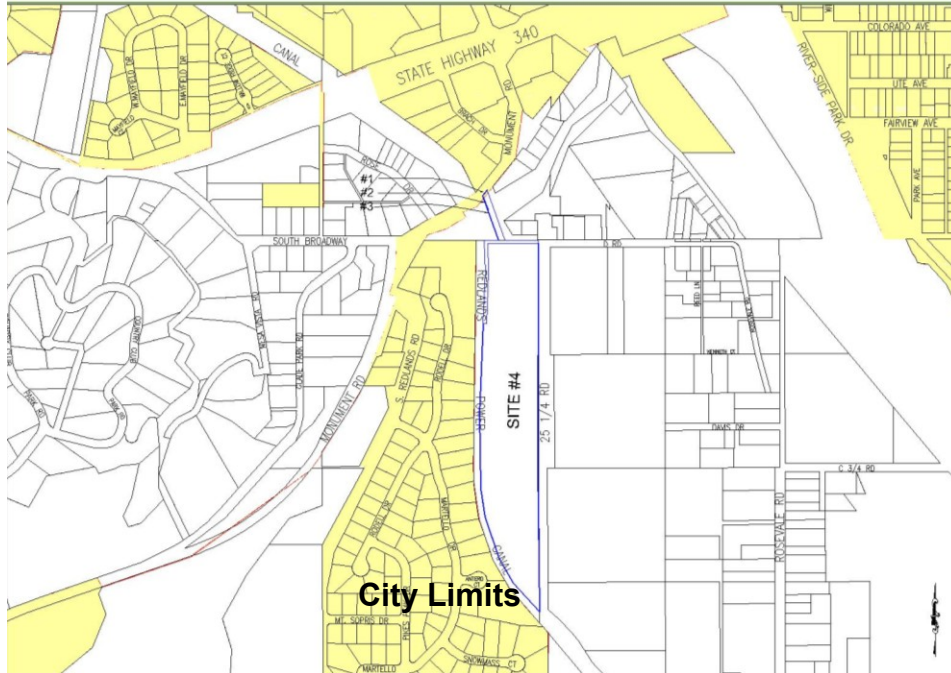
If the City Council chooses to recommend one of the alternative zone designations, specific alternative findings must be made.

**PLANNING COMMISSION RECOMMENDATION:** March 11, 2008, the Planning Commission recommended approval of the requested zone of annexation to the City Council, finding the zoning to the R-4 district to be consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.



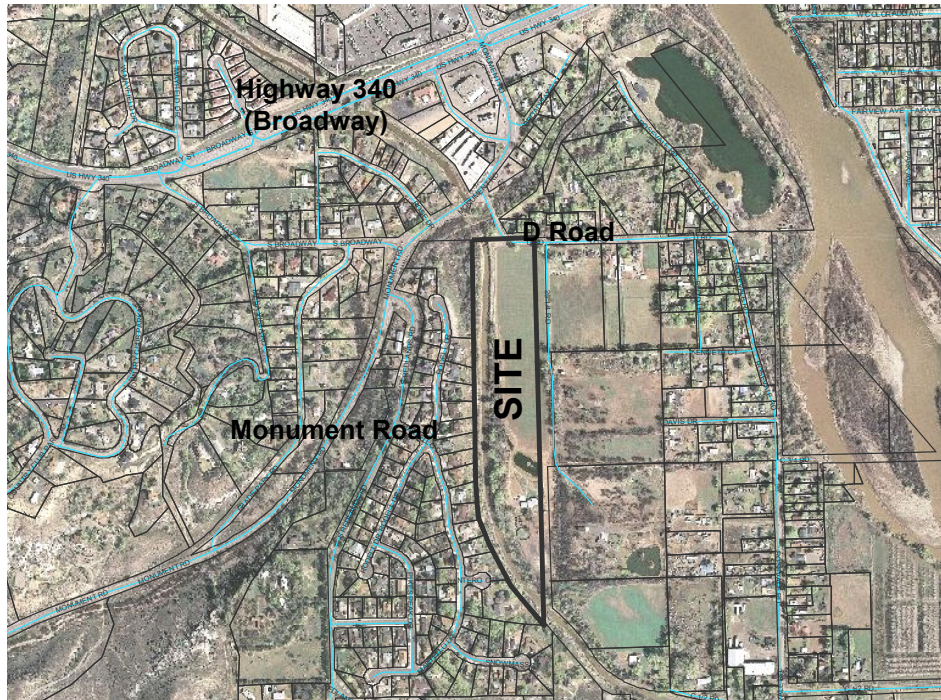
# Site Location Map

Figure 1



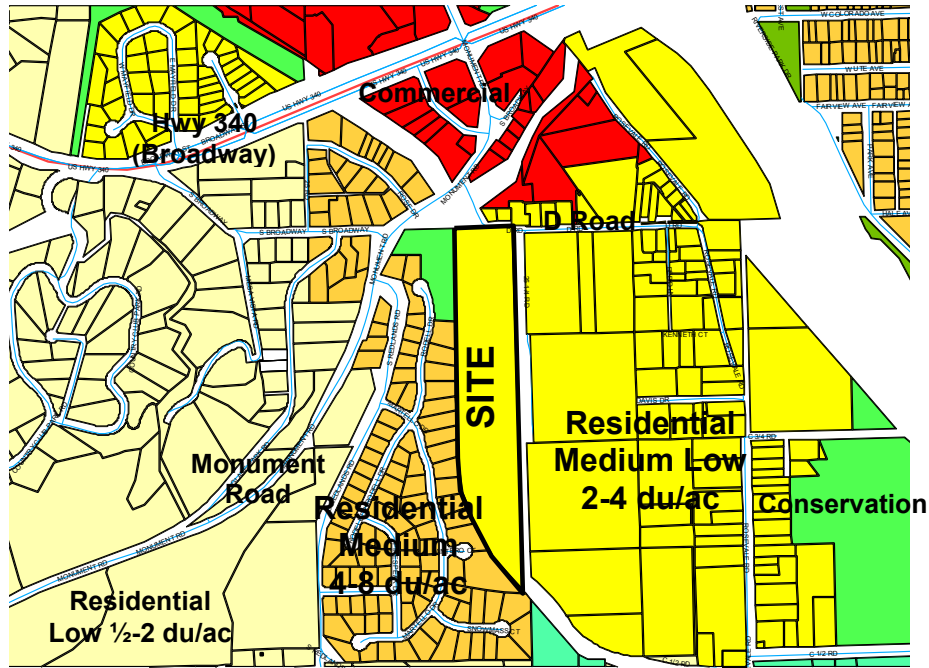
# Aerial Photo Map

Figure 2



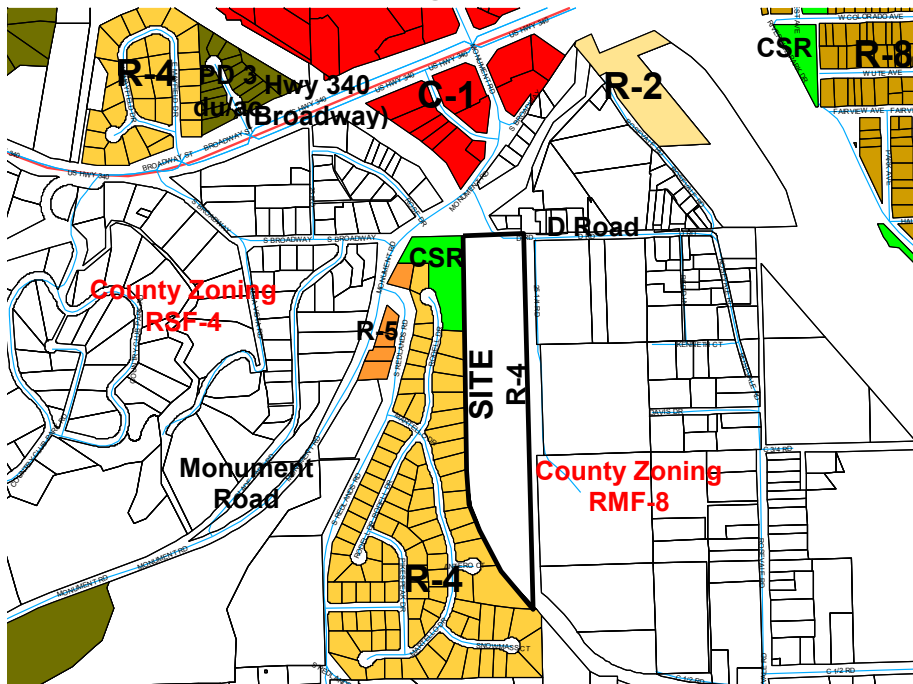
# Future Land Use Map

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."

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE HOLBROOK ANNEXATION TO  
R-4 (RESIDENTIAL 4 DU/AC)**

**LOCATED AT 2525 D ROAD**

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Holbrook Annexation to the R-4 (Residential 4 du/ac) zone district finding that it conforms with 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 is generally compatible with 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 R-4 (Residential 4 du/ac) zone district 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 be zoned R-4 (Residential 4 du/ac).

**HOLBROOK ANNEXATION**

That portion of the W1/2, NW1/4 of SEC 22, T2S, R2W, of the UM, lying East of Redlands Power Canal, EXCEPT the East 50 ft thereof for road and utility purpose, Mesa county Colorado.

**INTRODUCED** on first reading the \_\_\_\_ day of \_\_\_\_\_, 2008 and ordered published.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

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

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

**Attach 8**  
COPLINK Agreement

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA               |  |  |                            |
|-----------------------------------|--|--|----------------------------|
| <b>Subject</b>                    | Agreement for Services with Knowledge Computing Corporation (COPLINK®) |  |                            |
| <b>File #</b>                     |  |  |                            |
| <b>Meeting Day, Date</b>          | Monday, March 17, 2008   |  |                            |
| <b>Placement on the Agenda</b>    | <b>Consent</b>   |  | <b>Individual</b> <b>X</b> |
| <b>Date Prepared</b>              | February 11, 2008  |  |                            |
| <b>Author Name &amp; Title</b>    | Troy Smith, Deputy Chief of Police<br>Jim Finlayson, IS Manager        |  |                            |
| <b>Presenter Name &amp; Title</b> | Troy Smith, Deputy Police Chief<br>Jim Finlayson, IS Manager           |  |                            |

**Summary:** City and County Staff have been working with a State Consortium of Law Enforcement Agencies to procure licenses for a state-wide data sharing system. The State Consortium has selected the COPLINK software system and negotiated a greatly reduced enterprise license fee. The City and County have signed a service agreement with Knowledge Computing Corporation to expedite the implementation of this system in support of the state initiative.

**Budget:** This purchase is a City Council authorized expenditure.

**Action Requested/Recommendation:** Adopt Resolution ratifying the Agreement for services and allocate funds necessary to pay the purchase price and all costs and expenses necessary for the City's performance under the terms of the Agreement.

**Attachments:** Proposed Resolution  
COPLINK Agreement for Services

**Background Information:** The City and County have long sought ways to bridge the information gap between the separate law enforcement records systems used to record and track criminal activity in Mesa County. The need has been discussed at length in planning meetings and council meetings over the past several years. Recent advances in data warehouse technology now offer a solution to the problem of disparate information sources and we have been pursuing the COPLINK option since early last year. On August 13, 2007, Council accepted The Byrne Memorial Justice Assistance Grant to be used for interoperability projects including COPLINK.

Criminal activity often crosses jurisdictional boundaries and law enforcement agencies are confronted with the inability to access data and information from other agencies that

might help identify a suspect, solve a crime, or enhance problem oriented policing activities. In addition, identifying and monitoring crime patterns and activities that could be occurring less than a mile away in another jurisdiction is lost due to the inability to access real-time between agencies. Establishing a network for information sharing among law enforcement agencies, both regionally and statewide, will allow for better communication and enhance tactical and proactive policing in the identification and pursuit of suspected offenders.

COPLINK was designed to overcome the gap between agency information systems. It allows users to make queries across data sources regarding a person, location, vehicle, organization, and incident/crime. It sorts, analyzes, formats, and links information across multiple agencies' records. COPLINK synthesizes the information from multiple sources onto one screen for easy viewing and analysis that are quick and help increase officer efficiency.

Originally developed to support the intelligence analysis activities of the military, this powerful artificial intelligence based software application is the very latest weapon in fighting crime and terrorism. Often characterized by existing users as "a super Google for police officers", COPLINK allows officers and detectives to quickly and easily view the results of sophisticated analysis from complex data searches that uncovers hidden relationships and associations across multiple database sources, including legacy systems, whether they are available locally, regionally, or nationally. COPLINK links to any type of database.

COPLINK is USDOJ CJIS-compliant and is built off robust, standards-based, data communication protocols. Additionally, it utilizes a common operating system, database tools, and hardware that that most agencies either already have or are readily available.

COPLINK will also allow individual agencies to maintain ownership of their source data – the system allows each to determine user-access to data and – if data needs to be removed or updated, it can do so without impacting the integrity of the other data sources.

Across the state, COPLINK is being implemented at four strategic sites (called "nodes" in COPLINK terms) in the next few months: Aurora, Jefferson County, Colorado Bureau of Investigations, and Grand Junction. The Western Slope node will be hosted by the Grand Junction Regional Communication Center and implemented in partnership with the Mesa County Sheriff's Office. The initial implementation will include information from the Grand Junction Police Department, the Mesa County Sheriff's Office, the Fruita Police Department, and the Palisade Police Department. A number of additional agencies on the western slope have expressed an interest in joining the node and are setting aside funding to add their information sources to the state database. The license agreement negotiated by the state consortium includes enough licenses for all agencies in the state for the foreseeable future.

**RESOLUTION NO. \_\_\_\_\_-08**

**A RESOLUTION RATIFYING THE SERVICE AND PURCHASE AGREEMENT WITH  
KNOWLEDGE COMPUTING CORPORATION FOR THE COPLINK® PROJECT**

**RECITALS:**

For over a year City and County personnel have been working with a consortium of law enforcement agencies from around the State to procure licenses for a State-wide law enforcement information and data sharing system.

In addition to the State-wide capability to share information, the City and the County will benefit by being able to bridge the information gap between the separate records systems used to record and track criminal activity in the incorporated and unincorporated areas of Mesa County. Technological changes have provided a meaningful and cost effective solution to that problem.

Criminal activity often crosses jurisdictional boundaries and law enforcement agencies must increasingly rely on data and information shared from other agencies just as those agencies rely on data and information that we share. Having a network for information sharing among law enforcement, both regionally and statewide, will allow for improved communication and more effective and efficient law enforcement. To further those purposes the consortium has selected the COPLINK software system.

The City and County have signed a service agreement with Knowledge Computing Corporation to implement the information and data sharing system in support of the State initiative. The City Council authorized the expenditure of up to \$175,000.00 for such a system. The consortium was able to negotiate a substantially reduced fee for the system licenses. On August 13, 2007 the City Council accepted the Byrne Memorial Justice Assistance Grant to be used for communications projects, including COPLINK.

The execution of the contract and the City's obligation to proceed under its terms and conditions was subject to the formal ratification, confirmation and consent of the City Council.

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

The City, by and through the City Council and the signature of its President, does hereby ratify the terms, covenants, conditions, duties and obligations to be performed by the City in accordance with the COPLINK contract and allocates funds to pay the

Purchase Price and all other costs and expenses necessary to perform under the contract.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

---

James J. Doody  
President of the Council

Attest:

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Stephanie Tuin  
City Clerk

Version 9.0

01-16-08



**AGREEMENT FOR SERVICES**

THIS AGREEMENT is made effective this 29<sup>th</sup> day of January, 2008, by and between THE CITY OF GRAND JUNCTION and MESA COUNTY SHERIFF'S OFFICE, (hereinafter "Customer"), and KNOWLEDGE COMPUTING CORPORATION (hereinafter "KCC"), a corporation formed and existing under the laws of the State of Arizona, with its principal place of business at 7750 E. Broadway Blvd, Suite 100, Tucson, Arizona 85710.

**RECITALS**

WHEREAS, various law enforcement jurisdictions within Colorado intend to sign a Memorandum of Understanding creating a Consortium; and

WHEREAS, the Memorandum of Understanding will define certain rights and responsibilities as they relate to information sharing; and

WHEREAS, KCC provides software and services for law enforcement to access information; and

WHEREAS, KCC utilizes a tiered pricing structure depending upon the number of licenses being purchased; and

WHEREAS, law enforcement entities within Adams County, the City of Aurora, CBI/State of Colorado, Mesa County, Grand Junction, City and County of Denver, Douglas County and Arapahoe County each intend to execute an Agreement for Services with KCC and sign the aforementioned Memorandum of Understanding; and

WHEREAS, KCC is providing an enterprise license to the state of Colorado upon signing this Agreement for Services. and

WHEREAS, it is believed to be in the best interests of the citizens in the state of Colorado for additional law enforcement agencies to join the Memorandum of Understanding and to participate in information sharing; and

WHEREAS, KCC will permit the Consortium to be created by the Memorandum of Understanding to use and/or allocate within the State of Colorado licenses without additional charges or compensation to KCC for such licenses; and

WHEREAS, KCC will permit the Consortium to determine the price to be paid by other law enforcement agencies to the consortium as the Consortium sees fit; and

NOW, THEREFORE, the parties hereto agree as follows:

**Article I. ENGAGEMENT**

The Customer hereby engages KCC to provide the following services and products in accordance with the terms and specifications provided herein and in the Statement of Services set forth in Schedule 1 attached hereto.

**A. Services.**

1. KCC will implement a COPLINK Solution Suite ("COPLINK system") as described in Schedule 1, based on the data sources installed at Customer's site(s) in Colorado. The complete description of the services is enumerated in Schedule 1.
2. Customer will house the resulting COPLINK database in or at a location within the state of Colorado.
3. At the Customer's option, KCC will install additional data sources and provide additional COPLINK software products at an additional cost as stated in the current COPLINK price sheet. The addition of sources or products will require a contract amendment detailing the products and services to be delivered.
4. KCC will provide links to COPLINK nodes assuming the agencies have a data sharing agreement in place and have identified a network path for connection.



### B. Training.

While this Agreement is in effect, KCC will conduct 20 hours of training at Customer's site, in or near Grand Junction, Colorado, for the authorized users. Customer shall provide a suitable facility and computers that can access the COPLINK System.

### C. Maintenance and Support Services.

During the term of this Agreement Customer has the right to purchase, and KCC will provide, the maintenance and support services described in Schedule 2 along with the following:

1. **Maintenance Services:** KCC will provide the Customer the following under the Maintenance Program:
  - (a) No-cost telephone support for technical issues. Support is available from 8:00 am to 5:00 pm (Mountain Standard Time) on regular business days (holidays and weekends excepted).
  - (b) No-cost e-mail support for technical issues.
  - (c) No-cost patches and system-wide bug fixes, whether or not the issue causing the patch or bug fix was initiated by Customer.
  - (d) No-cost updated installation disks and written procedures whenever the Customer system is modified by patches and/or updates by KCC.
  - (e) No-cost updated COPLINK self-paced learning program whenever an update is issued. This assumes that Customer has purchased the self-paced learning module.
  - (f) No-cost patches and system-wide fixes of Non-warranty related program errors (once the initial warranty period has elapsed).
2. KCC will provide a plan and tentative schedule for resolving any technical support issue within four (4) business hours of receipt.
3. Maintenance should include a provision to correct customer's RMS data base structure or data integration for any changes or errors that occur.
4. **Updates:** Interim version product updates and software patches to purchased system components will be provided as part of the Annual Maintenance Agreement.
5. **Ongoing Maintenance:** For license fee maintenance, Customer agrees to assume ongoing maintenance fees 90 days from the Acceptance date. For integration services, Customer agrees to assume ongoing maintenance fees 90 days from the Acceptance date, when the data source is in production, both of which will be charged using the following calculations:  
**Annual Maintenance, purchased year-to-year:** Eighteen percent (18%) of the cost of the COPLINK Software paid by Customer.  
**Annual Maintenance, purchased in increments of three-years or more:** Fifteen percent (15%) of the cost of the COPLINK Software paid by Customer. These calculations shall apply all years that Customer has an Annual Maintenance Agreement in place for the KCC Software.
6. Customer shall pay Maintenance fees annually, and KCC shall invoice Customer for Maintenance sixty (60) days before the start of the next Maintenance year. Customer can discontinue a maintenance contract at the beginning of any maintenance period. Additionally, Customer has the option of switching from year-to-year annual maintenance to three-year annual maintenance, or from three-year annual maintenance to year-to-year annual maintenance at the beginning of any maintenance period.
7. **ALL Major version upgrades for COPLINK Software are included within the standard maintenance agreements.** Major version upgrades for example would be 4.x release to 5.x release.
8. For integration services of the data sources, the maintenance will include any version upgrades to the underlying data source assuming the upgrade only has less than ten modifications—renaming, deletion, or addition—to the columns of the database from the initial mapping that was approved during the Data Acceptance test. All other modifications will not be included in the maintenance such as any change to the database platform such as a switch from AS/400 to SQL Server, any additional modules to the underlying source such as a Citation module, and any modifications that would require a redesign of the refresh mechanism. The price for all integration services work outside the scope of the maintenance as outlined in the previous statement will be negotiated at a future date.

### D. Installation Program.

KCC will provide the Customer with a current installation disk for the COPLINK system and instructions for installation. As the Customer's system is upgraded through new releases of the existing programs, a revised installation disk will be provided to Customer at no charge, so long as an Annual Maintenance Agreement is in effect. Such installation disks and instructions shall be of sufficient clarity to provide direction for reinstallation of the COPLINK system from scratch.

### E. Specific Exclusions.

The Maintenance and Support Services provided hereunder shall specifically exclude the following:

4. The inclusion of additional functionality and features for the COPLINK system version installed at Customer's site not specifically described in this Agreement, or in Schedule 1.
  2. New products or additional modules developed by KCC, or those not purchased by the Customer under this Agreement with the exception of all major version upgrades.
  3. Modifications in or to the underlying data sources that provide information to the COPLINK system via the migration program without five day prior written notification of:
    - a. All changes and upgrades
    - b. Bulk operations on data sources
    - c. Scheduled downtime
- Any hardware or third-party software not under the direct control of KCC.

#### **F. Responsibilities of Customer.**

1. Customer will provide a data network connection employing TCP/IP between the data sources listed in Schedule 1 and the installed COPLINK System.
2. Customer will provide an internal project manager to coordinate all Customer decisions relating to this Agreement.
3. Customer will designate authorized users to be trained by KCC at training sessions provided by KCC under Article I, Section B.
4. Customer may be required to intercede with third-party vendors of data sources owned, licensed to, and/or operated by Customer in order to facilitate the data mapping and migration of such data to the COPLINK Solution Suite. Refusal by a third-party data source vendor to cooperate with KCC to allow creation of a reasonable access and migration mechanism for the COPLINK system shall remove any obligation on the part of KCC to include the data source. Customer should make appropriate inquiries as to the level of cooperation provided by third-party vendors prior to contract signing.
5. Customer will permit secure dial-up or VPN access to the COPLINK indexing server and COPLINK web-server located in or at a location within the state of Colorado for purposes of installation, testing and system maintenance.
6. Customer will provide remote connectivity via VPN or other secure dialup access to Customer site(s) to be used by KCC personnel at our office in Tucson, AZ for the purposes of installation, testing and system maintenance.
7. Customer will facilitate the acquisition by KCC personnel of Customer and third party vendor resources necessary for the successful operation of the COPLINK Solution Suite including, but not limited to:
  - (a) Data Dictionary
  - (b) Database Schema
  - (c) Database Backup Data
8. Customer will provide at least (one) Database Server, (one) Migration Server and (one) Web Server onsite consisting of computer hardware that has the physical capacity and functional capability necessary to facilitate the logistical requirements of this particular project. KCC personnel must be consulted to approve in determining specific characteristics of this equipment if needed.
9. Customer shall provide COPLINK Node Business Rules to KCC in writing.
10. Customer shall approve COPLINK Node Consolidation Rules that are provided by KCC.
11. Customer shall provide COPLINK Node Policies and Procedures Rules to KCC in writing.
12. *Customer shall provide GIS SHAPE files, if these are available; otherwise KCC will provide GIS SHAPE files available from the U.S. Census Bureau.*

#### **G. Products.**

1. KCC will install and activate the following KCC Software:
  - (a) KCC shall implement the COPLINK Solution Suite Version 4.x as described in the Schedule 1.
2. KCC will install and activate the following Third-Party Software:
  - (a) Apache™ web-server software, version 2.0.43, or current version. This software is Open-Source "freeware" licensed by the Apache Software Foundation, Inc. No charges will be incurred by Customer for acquisition of this product, absent a change in status by the developer.
  - (b) *ESRI Map Objects JAVA, current version. This licensed software from ESRI, Inc. of Redlands, California is required for the GIS-mapping component (Incident Analyzer).*

#### **H. Acceptance**

*KCC shall deliver the Software to Customer on the delivery date. Notwithstanding any projected dates, after all data sources*

are installed, data acceptance complete, and ready for access and use by Customer, Software Acceptance Testing shall be performed based on the software statement of features developed by KCC for the current version of the COPLINK Solution Suite. This testing will be based on deliverables detailed in Schedule 1. Acceptance will occur after the deliverables detailed in Schedule 1 have worked without error or interruption for 30 consecutive days.

## Article II. LICENSE

### A. General.

Subject to the terms of the next paragraph, KCC hereby grants to Customer, a perpetual, non-exclusive and non-transferable license to use any and all KCC Software provided to Customer under this Agreement in accordance with the terms and conditions set forth in the End User License Agreement (EULA), a copy of which is appended to this Agreement as Schedule 3.

KCC HEREBY RECOGNIZES THAT THE VARIOUS LAW ENFORCEMENT JURISDICTIONS WITHIN COLORADO INTEND TO SIGN A MEMORANDUM OF UNDERSTANDING ("MOU") WHICH WILL DEFINE CERTAIN RIGHTS AND RESPONSIBILITIES AS THEY RELATE TO INFORMATION SHARING AMONG THE SIGNING PARTIES TO THAT DOCUMENT. THE LICENSE PRICE FOR UNLIMITED LICENSES WITH ALL MODULES LISTED IN SCHEDULE 1(A) IS \$1,181,900. THE PRICE IS FURTHER DELINEATED ON SCHEDULE 1(D). WITHOUT IMPOSING ANY ADDITIONAL CHARGES OR FEES, OR RECEIVING ANY ADDITIONAL COMPENSATION, KCC WILL PERMIT CUSTOMER TO USE, ALLOCATE, SELL AND TRANSFER AN UNLIMITED NUMBER OF LICENSES AS CUSTOMER/CONSORTIUM DEEMS FIT, TO ANY PERSON OR ENTITY WITHIN THE STATE OF COLORADO. THE PROCEEDS FROM SUCH USE, ALLOCATION, SALE OR TRANSFER SHALL BELONG SOLELY TO THE CUSTOMER/CONSORTIUM. KCC WARRANTS THAT IT WILL NOT SELL ANY LICENSES TO ANY LAW ENFORCEMENT PERSON, ENTITY, OR JURISDICTION FOR USE IN COLORADO.

### B. Restricted Rights Notice.

The computer software provided under this Agreement is provided with RESTRICTED RIGHTS. Use, duplication or disclosure is subject to restrictions set forth in this Agreement.

- (1) The computer software delivered hereunder may be:
  - (a.) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
  - (b.) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
  - (c.) Reproduced for safekeeping (archives) or backup purposes;
  - (d.) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;
  - (e.) Disclosed to and reproduced for use by support service contractors in accordance with this Article; provided the Customer makes such disclosure or reproduction subject to these restricted rights; and
  - (f.) Used or copied for use in or transferred to a replacement computer.
- (2) Notwithstanding the foregoing, if the computer software provided hereunder is published copyrighted computer software, it is licensed to the Customer, without disclosure prohibitions, with the minimum rights set forth in this Article.
- (3) Any other rights or limitations regarding the use, duplication, or disclosure of the computer software provided hereunder are to be expressly stated in, or incorporated in, the license agreement.
- (4) This Notice shall be marked on any reproduction of the computer software in whole or in part.

### C. Other Limitations.

This license is further limited as follows:

1. The KCC Software may not be used by Customer for any other purpose than that set forth herein, including, without limitation, designing or developing any products to be sub-licensed or distributed by or on behalf of Customer;
2. The License granted to Customer hereunder shall be a license to use the machine-readable object code only, and shall specifically exclude source code; Customer shall allow only authorized users to access the COPLINK System and use the services of the KCC Software.



### Article III. CONSIDERATION, REPORTS AND METHOD OF PAYMENT

#### A. Consideration.

1. In consideration for the Products and Service provided under this Agreement, Customer shall pay to KCC a total sum not to exceed \$341,814.36, which shall include year one of the annual maintenance cost. KCC shall charge Customer only in accordance with this amount.
2. Customer will be billed for the License portion of the COPLINK® Solution Suite upon contract signing. The License cost is defined as the total cost of the COPLINK® base product and any additional products ordered by the Customer (e.g. COPLINK Agent™) minus the cost of migrating the records management system included in the base price. Thereafter, KCC shall submit invoices to Customer detailing the phase milestones as specified in Schedule 1 and outlining the fees due for the Services rendered during that phase. Customer hereby agrees to pay KCC within forty-five (45) days of receiving each invoice.
3. Customer will be billed, and shall pay, for Maintenance Services in accordance with Article I (C) of this Agreement.

#### B. Taxes.

Customer shall be responsible for any sales or use taxes arising out of this Agreement payable to the state of Colorado.

#### C. KCC Payments.

KCC shall be responsible for the payment of all KCC personnel.

#### D. Final Payment.

Upon completion of the Services hereunder, Customer will make final payment to KCC of all amounts due under this Agreement.

#### E. Invoices Required.

Excluding any initial payment, Customer shall pay KCC only on the submission of itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice.

#### F. Customization.

Custom Engineer Work shall be defined as any work deemed special or custom in nature and not specifically detailed in the Schedule 1 of this Agreement, functionality specific to this implementation that would not be used by other COPLINK clients, or any additional supplements and/or appendices pertaining thereto. If Custom Engineering Work is required, and approved in writing by Customer, KCC shall charge \$250.00 per hour to perform said work. KCC will specify before contract signing if custom engineering is needed to complete services listed in Schedule 1.

#### G. Non-appropriation.

*Customer's financial obligations which are payable after the current fiscal year are contingent upon funds for such purposes being appropriated, budgeted and made available during any such subsequent years. If funds are not appropriated, budgeted and made available, Customer may withdraw from this Agreement by providing thirty (30) days notice to KCC. As of the date hereof, Customer's fiscal year is the calendar year.*

### Article IV. SECURITY OF INFORMATION

#### A. Criminal History Data.

The data to be used in performing the Services under this Agreement may include criminal history record information, which may be highly sensitive and confidential. Because of the need to validate to external data sources, it is critical that the real names of persons listed in the various data sources be retained, to enable the external linkage. For those KCC personnel who work directly with any sensitive and confidential data, KCC agrees that those personnel will undergo background investigations conducted by the Colorado Bureau of Investigation prior to having access to the information. Any facilities used for this project that house highly sensitive and confidential data must be secure, and access must be limited to persons who have been cleared by the CBI.

**B. Secure Facility.**

Any computer systems and networks used at KCC must be secure. Customer shall have the right to review and approve KCC's security measures to ensure that the confidentiality of the data is maintained. Customer will maintain control over the release of any information containing identifiable personal records used in this project. No information containing who or partial data from the records used on this project can be released by KCC or any of its departments or personnel without the approval of Customer.

**C. Security Procedures.**

KCC shall establish and maintain procedures and controls that are acceptable to Customer for the purpose of assuring that no information contained in its records or obtained from Customer or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to Customer.

**D. Protection and Security of the Customer's Data**

*KCC agrees to protect the confidentiality of the information maintained by the Customer and further warrants that KCC staff will not, beyond that necessary for this Agreement, release, disseminate copy or otherwise utilize, for any purpose, any information of the Customer without the Customer's prior written authorization.*

**Article V. CONFIDENTIALITY****A. General.**

To the extent authorized by applicable law, the parties hereto agree to keep any information identified as confidential by the disclosing party, confidential using methods at least as stringent as each party uses to protect its own confidential information. "Confidential Information" shall include KCC's research and development plans and reports, the computer code for the UA Software and KCC Software (both source and object code), the functionality or manner of operation of any computer code (including without limitation screen designs and flows), or any other designs, techniques, methods, specifications, drawings, sketches, processes, trade secrets, product information, print-outs, formulae, samples, prototypes, systems and components, marketing or promotional information, and any other information marked confidential or accompanied by correspondence indicating such information is confidential exchanged between the parties hereto. Confidential Information also includes information relating to the disclosing party's business or financial affairs, such as financial results, business methods, pricing, competitor and product information and all other information designated as confidential. Except as may be authorized in advance in writing by KCC, Customer shall grant access to the Confidential Information only to its own employees involved in installing and maintaining the KCC Software, and Customer shall require such employees to be bound by this Agreement as well. In addition, Customer shall not permit any personnel or Authorized User to remove any proprietary or other legend or restrictive notice contained or included in any material provided by KCC. The confidentiality and use obligations set forth above apply to all or any part of the Confidential Information disclosed hereunder except to the extent that:

1. KCC or Customer can show by written record that it possessed the information prior to its receipt from the other party;
2. The information was already available to the public or became so through no fault of the KCC or Customer;
3. The information is subsequently disclosed to KCC or Customer by a third party that has the right to disclose it free of any obligations of confidentiality; or
4. Is independently developed by the other party without breach of this Agreement.
5. *The information is required to be disclosed pursuant to the Colorado Public Records Act or an order of a court with competent jurisdiction.*

**B. Improper Disclosure.**

KCC and Customer acknowledge that any use or disclosure of Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the other parties irreparable damage for which remedies other than injunctive relief may be inadequate, and each party agrees that the other parties shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies. Customer shall advise KCC if a request for information deemed confidential is made. In the event that KCC does not permit disclosure, KCC shall indemnify, defend, and hold harmless Customer from any suits or damages resulting from KCC failure to disclose.

### **C. Survival of Conditions.**

The terms and provisions of this Article shall survive the termination of this Agreement, for any reason, unless otherwise agreed upon in writing by the parties.

### **D. Improper Acts.**

Customer and Authorized Users shall not attempt to reverse engineer, translate, decompile or disassemble the object code of the KCC Software and Customer agrees to use its best efforts to prevent reverse engineering, translation, decompilation and disassembly of the object code of the KCC Software by its authorized users.

## **Article VI. OWNERSHIP**

1. KCC shall own all computer software and data KCC develops in the performance of its obligations under this Agreement, including all copyrights, trade secrets, and other intellectual property rights with respect to any object codes, source codes, instructions, manuals or other materials relating to the installation, operation of computer software provided by KCC.

Customer retains ownership of any data sent or migrated to the COPLINK® Solution Suite.

2. *KCC has placed the source code of the Software in escrow pursuant to a source code agreement ("Source Code Agreement"). KCC shall maintain a copy of the source code for the Software with a third party as provided under the terms of the Source Code Agreement. Customer shall receive the benefits under the Source Code Agreement in accordance with the terms of the Source Code Agreement subject to Customer's payment of all fees and expenses due and payable under the Software License and this Agreement.*

## **Article VII. WARRANTIES**

### **A. Material Errors.**

KCC warrants that if, during the ninety-day period after final system acceptance, Customer notifies KCC that the KCC Software contains an error that affects the law enforcement activities of Customer, KCC will at no cost to Customer use its best efforts to either correct the error or provide a reasonable workaround for such error. KCC warrants that the functions contained in the KCC Software will meet the reasonable requirements of Customer. KCC does not warrant that the operation of the KCC Software will be uninterrupted or error-free. The warranties set forth in this Section do not cover any copy of the KCC Software that has been altered or changed in any way by Customer or any authorized user.

During the warranty period, KCC will provide changes to the software mutually agreed upon by the parties for software troubleshooting and program code debugging only. No customization of the COPLINK System products will occur beyond that stated in Schedule 1 or the Project Plan.

### **B. Exclusions.**

KCC is not responsible for problems that occur as a result of the use of the KCC Software in conjunction with software of third parties or with hardware that is incompatible with the operating system for which the KCC Software is being installed and KCC has advised customer in advance.

### **C. Limitations.**

ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. The warranties contained in this section are made in lieu of all other warranties, whether oral or written. Only an authorized officer of the KCC may make modifications to this warranty or additional warranties binding KCC, and any such modifications or additional warranties must be in writing and must be approved by the Customer. Approval shall not be unreasonably withheld.

## **Article VIII. DURATION**

### **A. Duration.**

Upon final acceptance, KCC will deliver to Customer annual maintenance that will cover the twelve (12) month period after system acceptance, provided Customer makes the Annual Maintenance Agreement payments as specified in Schedule 1.

### **B. Improper inducements.**

Customer may, by written notice to KCC, cancel this Agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by KCC or any agent or representative of KCC, to any officer or employee of Customer.

### **C. Termination.**

**Upon Material Breach; Cure Periods.** This Agreement may not be terminated upon a material breach of this Agreement unless the other party (the "Notifying Party") first provides written notice of such breach to the first party (the "Breaching Party") as provided herein and the breach has not been cured within sixty (60) days after the Breaching Party receives such notice. The notice shall reference this Article VIII (C), and shall describe each material breach of the Agreement in sufficient detail to permit the Breaching Party to cure the breach. Neither party may claim a material breach of this Agreement until the foregoing periods have expired.

In the event a single agency that is participating in this project breaches this Agreement, such breach will not effect the remaining agencies other than the non-inclusion of the breaching agency's information in the COPLINK node.

### **D. Survival.**

The terms and conditions of Article IV: Security of Information, Article V: Confidentiality, and *Article XIII: Indemnifications*, shall survive this Agreement unless otherwise agreed upon in writing by the parties.

## **Article IX. ENFORCEMENT, LAWS AND ORDINANCES**

### **A. Effect of Law.**

This Agreement shall be enforced under the laws of the State of Colorado. *Each party will consent to jurisdiction and venue in the state courts located in Grand Junction, Colorado.*

### **B. Compliance.**

KCC must comply, at its own expense, with all applicable Federal, State, county and local laws, ordinances, and regulations.

### **C. Licenses and Permits.**

KCC shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by KCC.

KCC will make software and other changes necessary to stay in compliance with Federal, State, county and local laws, ordinances, and regulations that pertain to criminal justice information systems and *criminal intelligence information, including 28 C.F.R. Part 23.*

## **Article X. INDEPENDENT CONTRACTOR**

### **A. Relationship.**

It is understood and acknowledged by each party that the parties hereto shall act in their individual capacities and not as agents, employees, partners, joint ventures, or associates of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. KCC does not have the authority to act for Customer, or to bind Customer in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of Customer.

### **B. Withholding.**

KCC is advised that taxes or social security payments shall not be withheld from any payment issued hereunder and that KCC should make arrangements to directly pay such expenses, if any.



**C. KCC Provided Insurance.**

1. KCC maintains, at its own expense, general business liability insurance with a combined single limit of \$3,000,000 per occurrence.
2. KCC maintains workman's compensation insurance through the and the Arizona State Compensation Fund, which meets all requirements of Colorado law, and specifically protects Customer

**D. Additional Insurance.**

Customer is advised that the costs of any additional insurance or surety bonds, mandated or required to be carried by KCC as an effect of local codes, ordinances, regulations, procurement policies or other customs, are the responsibility of the customer and will be billed as an additional cost item if Customer requires these to be secured under this contract.

**Article XI. MODIFICATIONS**

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of Customer and KCC.

**Article XII. WAIVER**

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other, which is in violation of the terms of this contract, shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

**Article XIII. INDEMNIFICATIONS****A. General.**

KCC shall indemnify, defend, to the extent not prohibited by law, and hold harmless Customer, from any and all claims, demands, suits, actions, proceedings, loss, cost, and reasonable attorney's fees and/or litigation expenses arising or alleged to have arisen out of any act, omission, professional error, fault, mistake, or negligence of KCC, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement. KCC's obligation under this section shall not extend to any liability caused by the sole negligence of the Customer, or its employees.

**B: Claim and Action.**

In the event of any such claim or action, KCC shall have the option to either:

1. Modify the software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or
2. Procure for Customer the right to continue using the software.

**C. Contingencies.**

Any such indemnification under this Section shall be contingent upon:

1. Customer promptly notifying KCC in writing of any claim or action of which indemnification is sought;
2. Immediately ceasing use of the software upon notice of any such claim or action; and
3. Affording to KCC sole control of the defense or settlement of any such control or action.

**D. Amount of Insurance.**

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

**Article XIV. MISCELLANEOUS PROVISIONS****A. Procurement Code.**

To the extent applicable, KCC agrees to abide by the provisions of the Customer's Procurement Code.

**B. Assignment or Subcontracting.**

No assignment of this Agreement or subcontract shall be made by KCC with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontracts shall comply with Federal and State laws and regulations, which are applicable to the services, covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. KCC is responsible for contract performance whether or not subcontractors are used.

**C. Compliance with ADA.**

KCC shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**D. Compliance With Colorado Revised Statutes Section 8-17.5-102.**

For the purposes of this Section XIV (D) KCC shall be referred to as "Contractor".

Contractor certifies and represents that at this time:

- (i) Contractor does not knowingly employ or contract with an illegal alien; and
- (ii) Contractor has participated or attempted to participate in the basic pilot employment verification program (now known as the Employee Eligibility Verification (EEV) program) created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (hereinafter, "Employee Eligibility Verification (EEV) Program") in order to verify that Contractor does not employ any illegal aliens.

Contractor has verified or has attempted to verify through participation in the federal EEV Program that Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States; and

If Contractor has not been accepted into the federal EEV Program prior to entering into this Contract, Contractor shall forthwith apply to participate in the federal EEV Program and shall in writing verify such application within five (5) days of the date of this Contract. Contractor shall continue to apply to participate in the federal EEV Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for Services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the federal EEV Program is discontinued.

Contractor is prohibited from using federal EEV Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

- (i) Notify such subcontractor and the Customer within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Contractor violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Customer may terminate this Contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Customer arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

**E. Non-Discrimination.**

Neither party shall discriminate against any person or class of persons by reason of sex, color, race, religion, national origin, or handicap while performing any obligation under this agreement.

**F. Entire Agreement.**

This Agreement represents the entire agreement between Customer and KCC relating to this requirement and shall prevail over any and all previous verbal and written agreements.

**G. Withdrawal by Individual Agency.**

Should one or more agencies contributing to the Western Slope Node information sharing system withdraw, KCC will modify the existing migration and mapping from those agencies to the COPLINK indexing server to exclude future refresh of data from those agencies. Such modification will be covered as part of the annual maintenance so long as the remaining agencies' data remains in the COPLINK Node. If an agency wishes to remove data previously migrated to the COPLINK indexing server, KCC will bill the fiscal agent for the Western Slope COPLINK Node for time and materials related to this activity at the rate of 250.00 per hour. In case of total removal of an agency's previously migrated data and non-participation, the cost associated with the initial mapping and migration of that agency's data will be subtracted from the total system cost, and future maintenance charges will be computed appropriately.

**H. Authority to Bind Other Agencies.**

*All representations, covenants and agreements of Customer are made solely on behalf of Customer. Customer is not authorized to bind any other entity, agency, or user of the COPLINK information sharing system through the execution of this Agreement.*

**Article XV. USE OF NAMES AND TRADEMARKS**

Customer shall have the right to use the trademarks and name of KCC, but shall not have the right to use the names of the inventors of the KCC Software without the written consent of the party whose name is desired to be used.

**Article XVI. FORM AND METHOD OF NOTICE**

No notice required to be provided in this Agreement shall be effective unless it is in writing; is delivered to the other party by either reputable overnight courier; U.S. mail by registered, certified or overnight delivery service, with all postage prepaid and return receipt requested, or by personal delivery; and is addressed to:

If to KCC:

**Knowledge Computing Corporation  
Attn: Catherine Sertich, Controller  
7750 East Broadway Blvd, Suite 100  
Tucson, AZ 85710**

or to such other address as KCC may designate by written notice to Customer.

If to Customer:

City of Grand Junction, Grand Junction PD  
625 Ute Ave  
Grand Junction, CO 81501

or to such other address as Customer may designate by written notice to KCC.

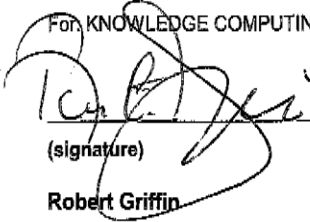
**Article XVII. AUTHORITY**


The persons signing on behalf of Customer and KCC hereby warrant and represent that they have authority to execute this Agreement on behalf of the party for whom they have signed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first mentioned above.

For: KNOWLEDGE COMPUTING CORP.

For: Grand Junction PD.

 1/29/08  
\_\_\_\_\_  
(signature) Date

 1/26/08  
\_\_\_\_\_  
(signature) Date

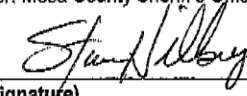
**Robert Griffin** President

Jay Valentine Purchasing Manager

Printed Name Title

Printed Name Title

For: Mesa County Sheriff's Office

 1-28-08  
\_\_\_\_\_  
(signature) Date

STAN HILKEY SHERIFF  
\_\_\_\_\_  
Printed Name Title

**Schedule 1(a):  
Program Property and Services**

**Project Name: Western Slope**

**ITEM**

**Products**

|   |             |
|---|-------------|
| <b>COPLINK Solution Suite:</b>                  | \$66,186.40 |
| <b>Hardware (see below for specs)</b>           | \$37,000.00 |
| <b>Third Party Software (optional from KCC)</b> |             |
| ESRI MapObjects JAVA ver. 2.1 (2 CPU)           | \$5,000.00  |
| Microsoft SQL Server 2005 Licenses              | \$22,500.00 |

**Services**

**Data Sources**

|  |             |
|--|-------------|
| Grand Junction RMS Infotrak (standard data source) | \$53,000.00 |
| Mesa County SO RMS                                 | \$53,000.00 |
| Mug Shot System                                    | \$25,000.00 |

**Extended Warranty**

|              |             |
|--------------|-------------|
| License      | \$9,927.96  |
| Data Sources | \$19,650.00 |

**Node Fees**

|              |             |
|--------------|-------------|
| Training     | \$10,000.00 |
| Installation | \$50,000.00 |

**TOTAL PROJECT COST \$351,264.36**

**COPLINK APPLICATION (4.x) PROGRAM MODULES PROVIDED:**

- COPLINK Base Product
- COPLINK Self Paced CBT
- COPLINK Incident Analyzer and Mapping
- COPLINK Active Agent
- COPLINK Visualizer
- COPLINK Mobile
- COPLINK A3
- Intel L.E.A.D.
- COMPSTAT

KCC Initials   *JK*   Date   1/25/06    
Customer Initials   *JK*   Date   1/14/08    
*JK*

**HARDWARE SPECIFICATION:**

**Web and Migration Servers**

2X PowerEdge 1950 with 2x Dual-core Xeon E5160 CPU  
4GB memory (RAM)  
2x146GB 10K RPM HDD  
DVD-ROM drive  
Windows server 2003 standard x64 edition  
Warranty Silver 4-Year On-Site 24/7 NBD

**Database Server**

PowerEdge 1950  
2x Quad-core Xeon E5460 CPU  
16GB (4x4) memory (RAM)  
2x146GB 10K RPM HDD  
DVD-ROM drive  
Windows server 2003 enterprise x64 edition  
Warranty Silver 4-Year On-Site 24/7 NBD

**Storage**

PowerVault MD1000  
With ~2TB usable Raid-10  
PowerVault 124T, 2U Autoloader, LTO-3, 400/800GB  
Warranty Silver 4-Year On-Site 24/7 NBD

**Schedule 1(b)**  
**Description of Activities and Project Time Line**

| TASK DESCRIPTION  | DURATION       | START DATE | END DATE |
|---|----------------|------------|----------|
| <b>Project Begins - Contract Signing</b>  |                |            |          |
| <b>Licensing</b>  | <b>1 day</b>   |            |          |
| Deliver COPLINK System Software Licenses  | 1 day          |            |          |
| <b>Deliverable: COPLINK Software Licenses Delivered</b>   |                |            |          |
| <b>Hardware &amp; Third-party Software (work begins when servers have been delivered)</b>   | <b>5 days</b>  |            |          |
| Install Servers (DELL)  | 3 days         |            |          |
| Install RDBMS (KCC)   | 1 day          |            |          |
| Install COPLINK Applications (KCC)  | 1 day          |            |          |
| <b>Deliverable: Hardware and Third-Party Software installed</b>   |                |            |          |
| <b>Create COPLINK Databases</b>   | <b>2 days</b>  |            |          |
| COPLINK Admin   | 1 day          |            |          |
| COPLINK Data  | 1 day          |            |          |
| <b>Deliverable: Operational COPLINK System; system ready for data sources. (work begins when a complete backup of the data is received at KCC facilities)</b> |                |            |          |
| <b>Data Source</b>  | <b>50 days</b> |            |          |
| <b>Analyze Data Source</b>  | <b>8 days</b>  |            |          |
| RMS Coordination with the Agency  | 2 day          |            |          |
| Obtain Full Source Data Set   | 1 day          |            |          |
| Load/Restore/Input Data Source  | 1 day          |            |          |
| Analyze Schema  | 3 days         |            |          |
| Analyze Data Dictionary   | 1 day          |            |          |
| <b>Map Data &amp; Create XML</b>  | <b>29 days</b> |            |          |
| Design Map and Refresh  | 6 days         |            |          |
| Create Map  | 10 days        |            |          |
| Review and Test Map   | 8 days         |            |          |
| Map Lookup Values   | 5 days         |            |          |
| <b>Test Migration KCC</b>   | <b>7 days</b>  |            |          |
| Batch load of 2-year historical data  | 5 days         |            |          |
| Copy to Node for Client Review – Data Validation  | 2 day          |            |          |
| <b>Install Migration on Server</b>  | <b>6 days</b>  |            |          |
| Install Migration Program   | 1 day          |            |          |
| Coordinate Batch/Refresh with Client  | 1 day          |            |          |
| Test Full Batch on Node   | 2 day          |            |          |
| Test Refresh on Node  | 2 day          |            |          |
| <b>Migrate &amp; Consolidate Dataset</b>  | <b>4 days</b>  |            |          |
| Migrate Data Source   | 4 days         |            |          |
| <b>Deliverable: All Agency Data on COPLINK System</b>   |                |            |          |
| <b>Acceptance Testing</b>   | <b>6 days</b>  |            |          |
| Preliminary Acceptance & Issue Resolution   | 3 day          |            |          |
| Final Acceptance  | 3 day          |            |          |
| <b>Deliverable: Final Acceptance of COPLINK System</b>  |                |            |          |
| <b>Project Completes</b>  |                |            |          |

**Schedule 1(c)**  
**KCC's Current Standard Rates**

- Customization Engineering, Programming services and Maintenance services which apply per the terms of th. Agreement will be charged at a blended rate of *\$250.00/hour*.
- Additional Training services, Special services such as User Studies, which apply per the terms of this Agreement will be charged at a blended rate of *\$150.00 /hour*.



### Schedule 2 Statement of Services for Annual Maintenance

- **Hours of Technical Support:** Ordinary Technical support for the COPLINK system is available on regular business days (Monday through Friday, holidays excluded), from 8:00 am to 5:00 pm, Mountain Standard Time. Please note that Arizona does not switch to Daylight Savings Time.
- **Method of contacting Knowledge Computing Corporation:** The Customer will identify not more than two staff members from each organization participating in the project who have the authority to make requests for technical support. One alternate person may be appointed who shall have the authority to contact technical support in the absence of or unavailability of the regular contact persons.
- **Methods of Reporting Technical Support Issues:** Customer may report technical support issues by:
  - (a) Telephone to the Technical Support Center.
  - (b) A Change Order Request form sent by e-mail to [support@coplink.net](mailto:support@coplink.net)
  - (c) In-person reporting to a KCC technical support advisor, followed up by a Change Order Request form.
- **Technical Support Telephone number:** The number to call for technical support is (520) 574-1519 (ext. 115).
- **Problem Description:** KCC technical support personnel will log the technical support call and request sufficient information to determine exactly what type of problem is being reported.
- **Problem Determination:** KCC will respond within one business day to all requests for technical support with a plan outlining the process KCC intends to follow to resolve the problem.
- **Program Code Error ("Bug") Determination:** KCC will attempt to replicate the problem described in the technical support request, following the steps used by the customer. Non reproducible problems will not be considered bugs.
- **Problem Resolution:** Upon determination that the technical support issue is a program code error, KCC will so report to the Customer and present a mitigation strategy to resolve the problem, along with a tentative time line for problem resolution.
- **Report to Customer:** Upon resolution of the technical support issue, KCC will provide the Customer with a synopsis of the issue, the findings of the KCC technical support staff, and the final resolution of the problem.
- **Program Updates and Upgrades:** KCC will provide the customer interim and major version updates and upgrades according to the terms of the initial deployment contract(s) and this Maintenance Agreement.
- **Program Patches and Service Packs:** Customer will receive any applicable program patches and service packs as they become available. Such patches and service packs will be designated as either "critical" or "non-critical". Customer must install critical patches or service packs to be eligible for continued technical support.
- **Updated Installation Program:** KCC will provide customer with a revised installation disk for the COPLINK system as these become necessary due to program modifications and additions.

KCC Initials RP Date 1/21/08  
 Customer Initials W Date 1/16/08

### Schedule 3

#### COPLINK® Software End-User License Agreement

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**D. Other Limitations.** This license is further limited as follows:

1. The Software may not be used by you for any other purpose than that set forth herein, including, without limitation, designing or developing any products to be sublicensed or distributed by or on behalf of you or the National Institute of Justice;
2. The License granted to you hereunder shall be a license to use the machine-readable object code only, and shall specifically exclude source code; you shall allow only authorized users to access the COPLINK® System software and use the services of the Software.

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**C. Exclusions.** KCC is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which you have authorized KCC to install the Software, nor is KCC responsible for problems that occur as a result of the use of the Software in conjunction with software of third parties or with hardware that is incompatible with the operating system for which the Software is being installed.

**D. Limitations.** ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. The warranties contained in this section are made in lieu of all other warranties, whether oral or written. Only an authorized officer of the KCC may make modifications to this warranty or additional warranties binding KCC, and any such modifications or additional warranties must be in writing and must be approved by you. Approval shall not be unreasonably withheld.

**E. Java™ Support.** The software product may contain support for programs written in Java™. Java™ technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java™ technology could lead directly to death, personal injury, or severe physical or environmental damage.

#### **Indemnifications**

**A. General.** KCC shall indemnify, defend, to the extent not prohibited by law, and hold you harmless, from any and all claims, demands, suits, actions, proceedings, loss, cost, and reasonable attorney's fees and/or litigation expenses arising or alleged to have arisen out of any act, omission, professional error, fault, mistake, or negligence of KCC, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this License. KCC's obligation under this section shall not extend to any liability caused by your sole negligence, or your employees.

**B. Claim and Action.** In the event of any such claim or action, KCC shall have the option to either:

1. Modify the software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or
2. Procure for you the right to continue using the software.

**C. Contingencies.** Any such indemnification under this Section shall be contingent upon:

1. You promptly notifying KCC in writing of any claim or action of which indemnification is sought;
2. Immediately ceasing use of the software upon notice of any such claim or action; and
3. Affording to KCC sole control of the defense or settlement of any such control or action.

#### **Miscellaneous Provisions**

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**B. Modifications** This License may only be modified by a written amendment signed by persons duly authorized to enter into contracts on your behalf and KCC.

**E. Waiver** The failure of either party of this License to take affirmative action with respect to any conduct of the other, which is

in violation of the terms of this contract, shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

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All questions concerning this EULA shall be directed to: Knowledge Computing Corporation, 6601 E. Grant Road Suite 119, Tucson, AZ 85715, Attention: Support Services.

KCC Initials            Date 1/27/08  
Customer Initials            Date 1/27/08

**Attach 9**

Storage Area Network Equipment Procurement

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA               |  |  |                              |
|-----------------------------------|--|--|------------------------------|
| <b>Subject</b>                    | Storage Area Network Equipment Procurement |  |                              |
| <b>File #</b>                     |  |  |                              |
| <b>Meeting Day, Date</b>          | Monday, March 17, 2008                     |  |                              |
| <b>Placement on the Agenda</b>    | <b>Consent</b>                             |  | <b>Individual</b>   <b>X</b> |
| <b>Date Prepared</b>              | March 11, 2008                             |  |                              |
| <b>Author Name &amp; Title</b>    | Jim Finlayson, IS Manager                  |  |                              |
| <b>Presenter Name &amp; Title</b> | Jim Finlayson, IS Manager                  |  |                              |

**Summary:** Purchase storage area network (SAN) equipment and related professional services to support the new Finance System and Utility Billing System implementation. The SAN will support the data storage requirements for seven virtual servers plus a database server while reducing future power and cooling requirements in the data center. The system is expandable and enhances our disaster recovery position.

**Budget:** Funds are requested from contingency for the Finance System portion of the system and from enterprise funds for the Utility Billing portion of the system.

**Action Requested/Recommendation:** Authorize the City Purchasing Division to purchase Storage Area Network equipment and professional installation services as a sole source procurement from Xiotech Corporation located in Eden Prairie, MN for a total price of \$ 95,441.

**Background Information:** A SAN is a data storage architecture which attaches remote computer storage devices (such as disk arrays, tape libraries and optical jukeboxes) to servers in such a way that the devices appear as locally attached. Sharing storage simplifies administration, improves resource utilization and adds flexibility since cables and storage devices do not have to be physically moved in order to move storage capacity from one server to another. One of the most important benefits that the SAN provides is the "Boot from SAN" option that allows administrators to quickly and easily replace failing servers in as little as half an hour. When coupled with a virtual server environment, failover can be accomplished with almost no impact to the end user.

The Xiotech SAN also enables more effective back-up and disaster recovery processes. A SAN can span a distant location containing a secondary storage array. This enables storage replication either implemented by disk array controllers, by server software, or by specialized SAN devices. Since Mesa County uses Xiotech SANs as

their high capacity data storage devices, this solution allows us to work with them to develop shared contingency plans for catastrophic system failures.

Finally, the Xiotech SAN provides a “Green” alternative for large data storage requirements. It optimizes data storage, while minimizing power consumption and cooling costs. Studies have shown that a properly configured SAN can save 50% on power consumption and make a significant savings on cooling costs.

More traditional options were considered as we looked at this configuration, but were rejected because they do not provide the flexibility and fault tolerance of the virtual and SANs environment. Plus, the recommended environment reduces the space requirements, power requirements, and cooling requirements and significantly improves our disaster recovery capabilities.

Information Systems had anticipated the purchase of a SAN in 2009 to support the extensive storage requirements of the electronic records management project and to enhance our disaster recovery capability. The SAN equipment purchased this year can be expanded to meet the expected storage needs for that project – shifting the cost up one year, but not increasing the two year cost of the equipment procurement.

The Assistant Financial Operations Manager agrees with this recommendation.

**Attach 10**

Whitman Park Redevelopment Contract Amendment

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA               |  |  |                            |
|-----------------------------------|--|--|----------------------------|
| <b>Subject</b>                    | Contract Modification for Design of Whitman Park Development |  |                            |
| <b>File #</b>                     |  |  |                            |
| <b>Meeting Day, Date</b>          | Monday, March 17, 2008                                       |  |                            |
| <b>Placement on the Agenda</b>    | <b>Consent</b>   |  | <b>Individual</b> <b>X</b> |
| <b>Date Prepared</b>              | March 7, 2008  |  |                            |
| <b>Author Name &amp; Title</b>    | Troy Smith, Deputy Police Chief                              |  |                            |
| <b>Presenter Name &amp; Title</b> | Troy Smith, Deputy Police Chief                              |  |                            |

**Summary:** City staff has been working with Humphries Poli Architects, under a contract previously approved by the City Council, to complete the preliminary design of a new public safety facility. During the preliminary design process it has come to the attention of the project design team that a desire exists to consider the redevelopment of Whitman Park, which will sit adjacent to the new public safety facility. This redevelopment would target returning Whitman Park to a vibrant community resource with increased community usage.

**Budget:** \$32,500

**Action Requested/Recommendation:** Authorize the City Manager to enter into an agreement, amending the scope of services delivered under an existing contract for the preliminary design of a new public safety center, to include a feasibility study and conceptual design for Whitman Park in the amount of \$32,500.

**Attachments:** N/A

**Background Information:** The concept of including the redevelopment of Whitman Park was introduced to staff by Humphries Poli Architects during their final presentation to City Staff, in October of 2007; they were subsequently retained by the City for the preliminary design work. The current scope of work, in our existing contract does not include any design work related to Whitman Park, as part of that contract.

The feasibility study and conceptual design for Whitman Park will be led by Humphries Poli Architects and will include Rolland Engineers and The Blythe Group.

The design team believes that the inclusion of Whitman Park, in the public safety center design work, will facilitate a positive reclamation of the Park and connect important community resources and infrastructure. The design team would recommend that this project be included in the work currently underway on the public safety center.



**Attach 11**

Public Hearing – Apple Glen Annexation, Located at 2366 H Road

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA               |  |  |                     |
|-----------------------------------|--|--|---------------------|
| <b>Subject</b>                    | Apple Glen Annexation - Located at 2366 H Road |  |                     |
| <b>File #</b>                     | ANX-2007-306                                   |  |                     |
| <b>Meeting Day, Date</b>          | Monday, March 17, 2008                         |  |                     |
| <b>Placement on the Agenda</b>    | <b>Consent</b>                                 |  | <b>Individual</b> X |
| <b>Date Prepared</b>              | March 7, 2008                                  |  |                     |
| <b>Author Name &amp; Title</b>    | Justin T. Kopfman – Associate Planner          |  |                     |
| <b>Presenter Name &amp; Title</b> | Justin T. Kopfman – Associate Planner          |  |                     |

**Summary:** Request to annex 16.24 acres, located at 2366 H Road. The Apple Glen Annexation consists of 1 parcel.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt Resolution accepting the petition for the Annexation and hold a public hearing and consider final passage of Annexation Ordinance.

**Attachments:**

1. Staff report/Background information
2. Site Location Map / Aerial Photo
3. Future Land Use Map /Existing City and County Zoning Map
4. 201 Persigo Boundary Map
5. Acceptance Resolution
6. Annexation Ordinance

**Background Information:** See attached Staff Report/Background Information

| STAFF REPORT / BACKGROUND INFORMATION                             |              |   |            |          |           |
|---|--------------|---|------------|----------|-----------|
| <b>Location:</b>  |              | 2366 H Road                                       |            |          |           |
| <b>Applicants: &lt; Prop owner, developer, representative&gt;</b> |              | Owner: Steven Hejl<br>Representative: Tom Rolland |            |          |           |
| <b>Existing Land Use:</b>   |              | Vacant/Residential                                |            |          |           |
| <b>Proposed Land Use:</b>   |              | Residential                                       |            |          |           |
| <b>Surrounding Land Use:</b>                                      | <b>North</b> | Residential                                       |            |          |           |
|   | <b>South</b> | Residential                                       |            |          |           |
|   | <b>East</b>  | Residential                                       |            |          |           |
|   | <b>West</b>  | School/Vacant                                     |            |          |           |
| <b>Existing Zoning:</b>   |              | County RSF-R (Residential Single Family Rural)    |            |          |           |
| <b>Proposed Zoning:</b>   |              | City R-4 (Residential 4 - du/ac)                  |            |          |           |
| <b>Surrounding Zoning:</b>  | <b>North</b> | County AFT  |            |          |           |
|   | <b>South</b> | County RSF-R                                      |            |          |           |
|   | <b>East</b>  | County RSF-R/AFT                                  |            |          |           |
|   | <b>West</b>  | County RSF-R/AFT                                  |            |          |           |
| <b>Growth Plan Designation:</b>                                   |              | Estate  |            |          |           |
| <b>Zoning within density range?</b>                               |              |   | <b>Yes</b> | <b>X</b> | <b>No</b> |

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 16.24 acres of land and is comprised of 1 parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires 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 Apple Glen Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed.

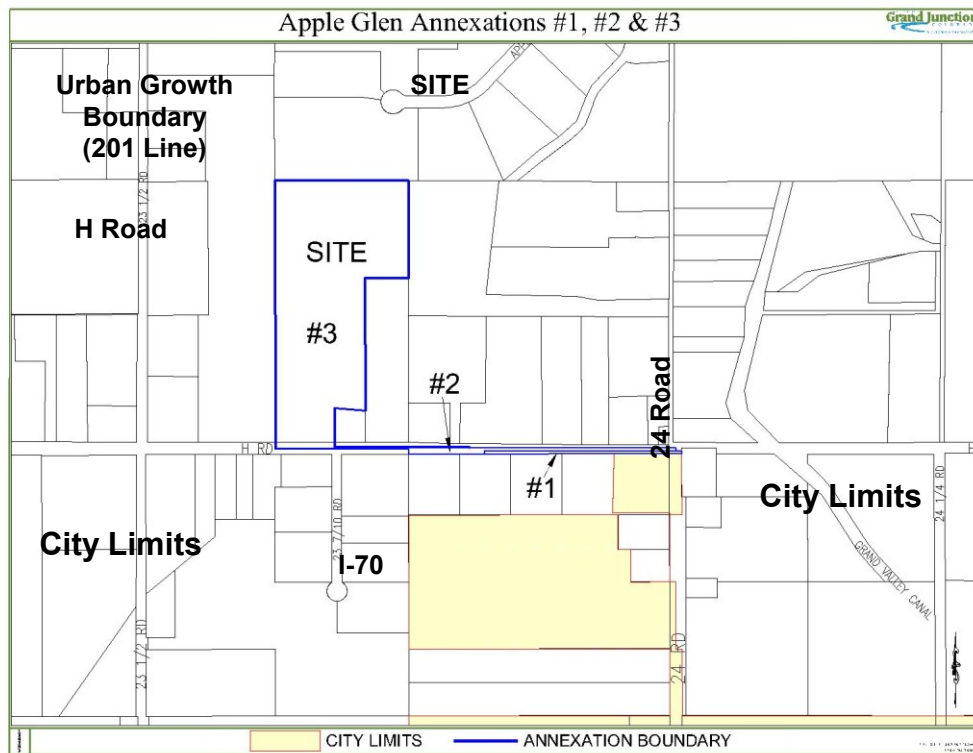
| <b><u>ANNEXATION SCHEDULE</u></b> |   |
|-----------------------------------|---|
| <b>February 4, 2008</b>           | Referral of Petition (30 Day Notice), Introduction of a proposed Ordinance, Exercising Land Use |
| <b>February 26, 2008</b>          | Planning Commission considers Growth Plan Amendment (GPA)                                       |
| <b>March 17, 2008</b>             | Acceptance of Petition and Public Hearing on Annexation by City Council                         |
| <b>March 17, 2008</b>             | City Council considers Growth Plan Amendment (GPA)  |
| <b>April 4, 2008</b>              | Effective date of Annexation  |
| <b>April 8, 2008</b>              | Planning Commission considers Zone of Annexation  |
| <b>May 5, 2008</b>                | Introduction of a proposed Ordinance on Zoning by City Council                                  |
| <b>May 19, 2008</b>               | Public Hearing on Zoning By City Council  |
| <b>June 20, 2008</b>              | Effective Date of Zoning  |

**APPLE GLEN ANNEXATION SUMMARY**

|                                       |   |  |
|---------------------------------------|---|--|
| <b>File Number:</b>                   | ANX-2007-306                            |  |
| <b>Location:</b>                      | 2366 H Road                             |  |
| <b>Tax ID Number:</b>                 | 2701-294-00-089                         |  |
| <b>Parcels:</b>                       | 1                                       |  |
| <b>Estimated Population:</b>          | 1                                       |  |
| <b># of Parcels (owner occupied):</b> | 1                                       |  |
| <b># of Dwelling Units:</b>           | 1                                       |  |
| <b>Acres land annexed:</b>            | 16.24 Acres (708,876 square feet)       |  |
| <b>Developable Acres Remaining:</b>   | 15.24 Acres (663,845 square feet)       |  |
| <b>Right-of-way in Annexation:</b>    | 1 Acres (43,560 square feet)            |  |
| <b>Previous County Zoning:</b>        | RSF-R (Residential Single Family Rural) |  |
| <b>Proposed City Zoning:</b>          | To Be Determined                        |  |
| <b>Current Land Use:</b>              | Vacant/Residential                      |  |
| <b>Future Land Use:</b>               | Estate                                  |  |
| <b>Values:</b>                        | <b>Assessed:</b>                        | \$392,070  |
|                                       | <b>Actual:</b>                          | \$34,560   |
| <b>Address Ranges:</b>                | 2366-2370 H Road                        |  |
| <b>Special Districts:</b>             | <b>Water:</b>                           | Ute Water  |
|                                       | <b>Sewer:</b>                           | Persigo  |
|                                       | <b>Fire:</b>                            | Grand Junction Rural                               |
|                                       | <b>Irrigation/<br/>Drainage:</b>        | Grand Valley Irrigation<br>Grand Junction Drainage |
|                                       | <b>School:</b>                          | District 51  |
|                                       | <b>Pest:</b>                            |  |

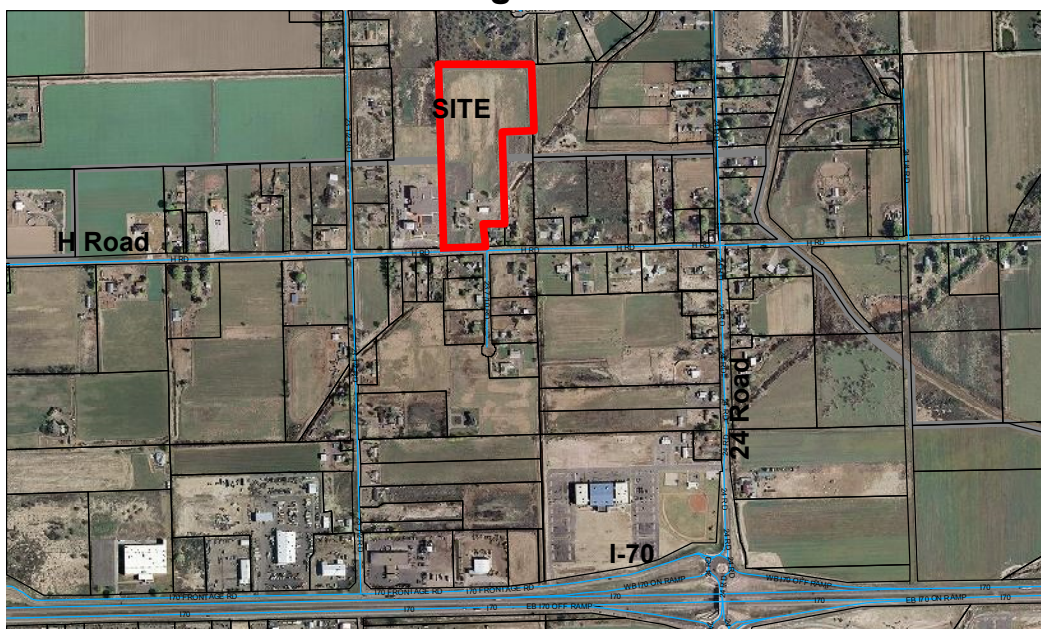
# Site Location Map

Figure 1



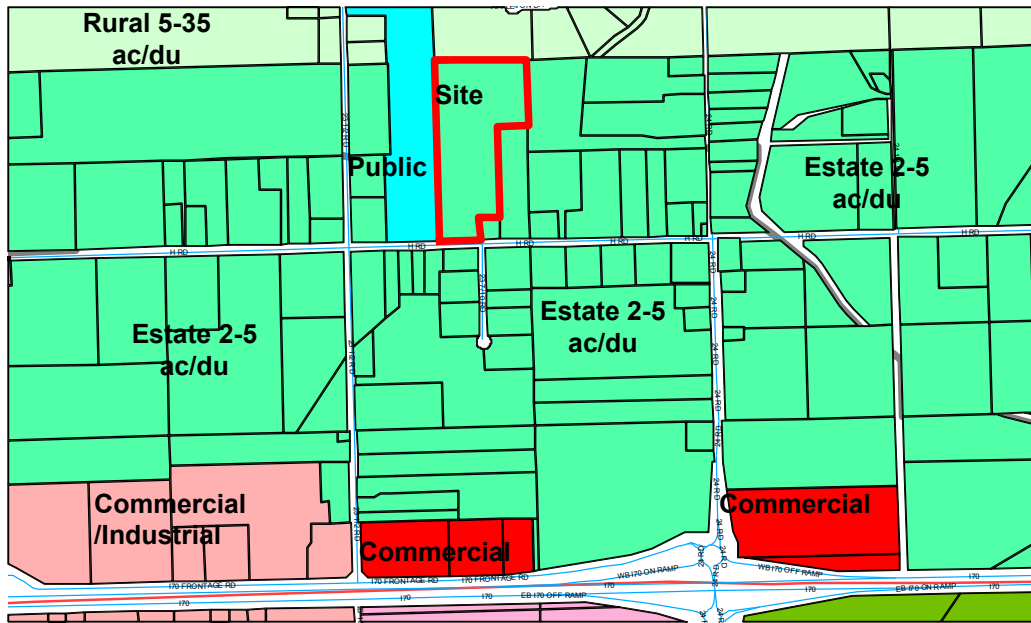
# Aerial Photo Map

Figure 2



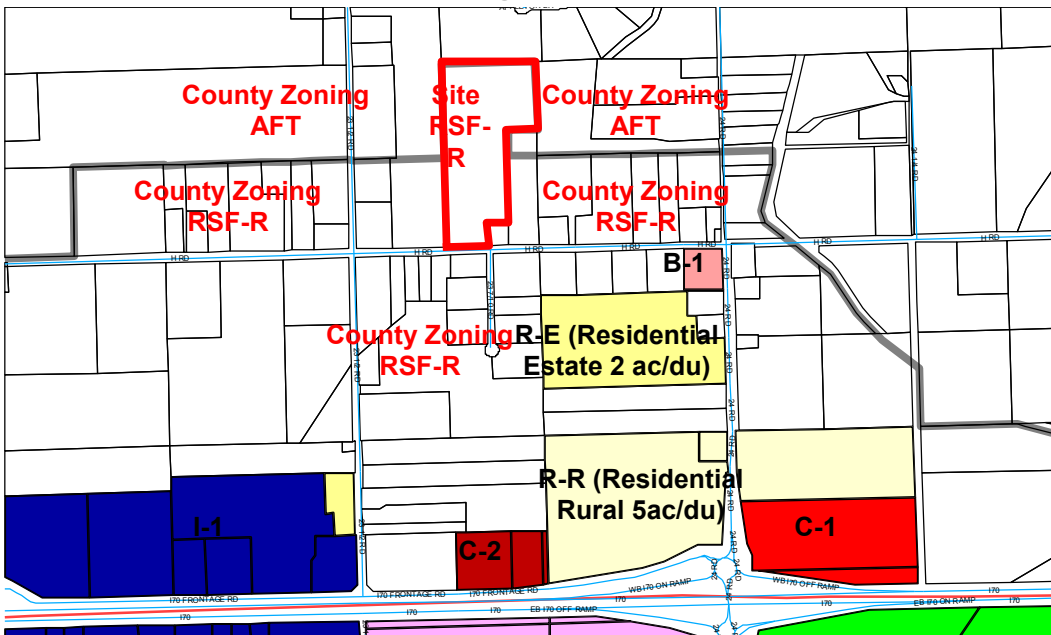
# Future Land Use Map

Figure 3



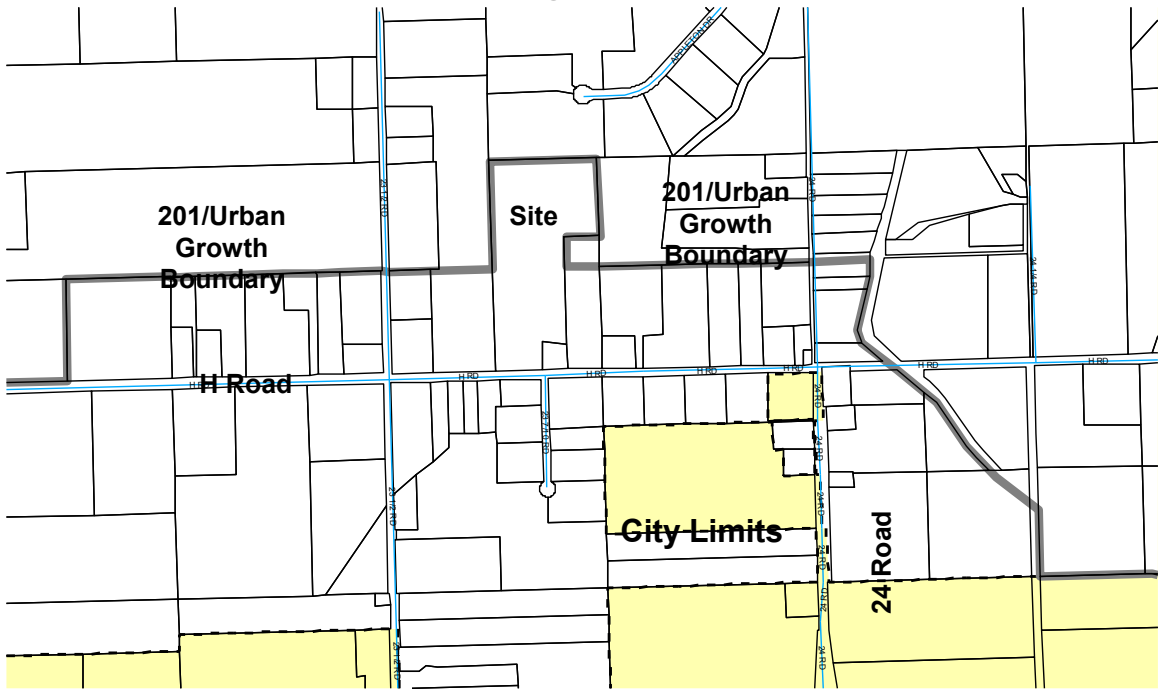
# Existing City and County Zoning Map

Figure 4



# 201/Urban Growth Boundary Map

Figure 5



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

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

**APPLE GLEN ANNEXATION**

**LOCATED AT 2366 H ROAD AND INCLUDING PORTIONS OF THE H ROAD  
RIGHT-OF-WAY**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 4th day of February, 2008, 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:

**APPLE GLEN ANNEXATION NO. 1**

A certain parcel of land lying in the Northeast Quarter Northeast Quarter (NE 1/4 NE 1/4) of Section 32 and the Northwest Quarter (NW 1/4) of Section 33, 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 Northeast corner of said Section 32 and assuming the North line of the NE 1/4 NE 1/4 of said Section 32 bears S 89°58'27" E with all other bearings shown hereon being relative thereto; thence from said Point of Commencement, S 00°02'59" W along the East line of the NE 1/4 NE 1/4 of said Section 32 a distance of 15.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°48'31" W along a line 15.00 feet South of and parallel with the North line of the NW 1/4 of said Section 33, a distance of 30.04 feet; thence S 00°11'29" W a distance of 15.00 feet; thence N 89°48'31" W along a line 30.00 feet South of and parallel with the North line of the NW 1/4 of said Section 33 a distance of 30.00 feet to a point on the East line of the NE 1/4 NE 1/4 of said Section 32; thence N 89°58'27" W along the North right of way for H 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, a distance of 945.00 feet; thence N 00°01'33" E a distance of 15.00 feet; thence S 89°58'27" E along a line 15.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 945.01 feet, more or less, to the Point of Beginning.



CONTAINING 0.34 Acres or 14,625 Sq. Ft., more or less, as described.

And

### **APPLE GLEN ANNEXATION NO. 2**

A certain parcel of land lying in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) and the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 32, Township 1 North, Range 1 West 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 NE 1/4 NE 1/4 of said Section 32 bears S 89°58'27" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°02'59" W along the East line of the NE 1/4 NE 1/4 of said Section 32, a distance of 15.00 feet; thence N 89°58'27" W along a line 15.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 945.01 feet; thence S 00°01'33" W a distance of 15.00 feet; thence N 89°58'27" W along the South right of way for H 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, a distance of 372.77 feet to a point on the West line of the NE 1/4 NE 1/4 of said Section 32; thence N 00°03'26" E along the West line of the NE 1/4 NE 1/4 of said Section 32, a distance of 25.00 feet; thence N 89°57'52" W along a line 5.00 feet South of and parallel with the North line of the NW 1/4 NE 1/4 of said Section 32, a distance of 658.88 feet; thence N 00°01'45" E a distance of 5.00 feet to a point on the North line of the NW 1/4 NE 1/4 of said Section 32; thence S 89°57'52" E along the North line of the NW 1/4 NE 1/4 of said Section 32, a distance of 658.88 feet to a point on the East line of the NW 1/4 NE 1/4 of said Section 32; thence S 89°58'27" E along the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 1317.77 feet, more or less, to the Point of Beginning.

CONTAINS 0.66 Acres or 28,652 Sq. Ft., more or less, as described.

And

### **APPLE GLEN ANNEXATION NO. 3**

A certain parcel of land lying in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 29, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of the SE 1/4 SE 1/4 of said Section 29 and assuming the South line of the SE 1/4 SE 1/4 of said Section 29 bears S 89°58'27" E

with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°57'52" W along the South line of the SW 1/4 SE 1/4 of said Section 29, a distance of 658.88 feet;

Thence N 00°01'45" E along the West line of that certain parcel of land described in Book 3871, Page 964, Public Records of Mesa County, Colorado, a distance of 1319.59 feet to a point on the North line of the SW 1/4 SE 1/4 of said Section 29; thence S 89°57'17" E along the North line of the SW 1/4 SE 1/4 of said Section 29, a distance of 659.48 feet to a point being the Northeast corner of the SW 1/4 SE 1/4 of said Section 29; thence S 00°03'19" W along the East line of the SW 1/4 SE 1/4 of said Section 29, a distance of 479.42 feet; thence N 89°57'43" W a distance of 214.97 feet to a point on the East line of that certain parcel of land described in Book 3871, Page 964, Public Records of Mesa County, Colorado; thence S 00°03'19" W along said East line, a distance of 655.12 feet; thence N 84°22'02" W a distance of 150.71 feet; thence S 00°03'19" W a distance of 194.65 feet; thence S 89°57'52" E along a line 5.00 feet North of and parallel with the South line of the SW 1/4 SE 1/4 of said Section 29, a distance of 364.97 feet to a point on the East line of the SW 1/4 SE 1/4 of said Section 29; thence S 89°58'27" E along a line 5.00 feet North of and parallel with the South line of the SE 1/4 SE 1/4 of said Section 29, a distance of 300.00 feet; thence S 00°01'233" W a distance of 5.00 feet; thence N 89°58'27" W along the South line of the SE 1/4 SE 1/4 of said Section 29, a distance of 300.00 feet, more or less, to the Point of Beginning.

CONTAINING 15.24 Acres or 663,702 Sq. Ft., more or less, as described

WHEREAS, a hearing on the petition was duly held after proper notice on the 17th day of March, 2008; 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** the \_\_\_\_ day of \_\_\_\_\_, 2008.

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**

**APPLE GLEN ANNEXATION NO. 1**

**APPROXIMATELY .34 ACRES**

**LOCATED WITHIN  
THE H ROAD RIGHT OF WAY**

**WHEREAS**, on the 4th day of February, 2008, 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 17th day of March, 2008; 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:

**APPLE GLEN ANNEXATION NO. 1**

A certain parcel of land lying in the Northeast Quarter Northeast Quarter (NE 1/4 NE 1/4) of Section 32 and the Northwest Quarter (NW 1/4) of Section 33, 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 Northeast corner of said Section 32 and assuming the North line of the NE 1/4 NE 1/4 of said Section 32 bears S 89°58'27" E with all other bearings shown hereon being relative thereto; thence from said Point of Commencement, S 00°02'59" W along the East line of the NE 1/4 NE 1/4 of said Section 32 a distance of 15.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N

89°48'31" W along a line 15.00 feet South of and parallel with the North line of the NW 1/4 of said Section 33, a distance of 30.04 feet; thence S 00°11'29" W a distance of 15.00 feet; thence N 89°48'31" W along a line 30.00 feet South of and parallel with the North line of the NW 1/4 of said Section 33 a distance of 30.00 feet to a point on the East line of the NE 1/4 NE 1/4 of said Section 32; thence N 89°58'27" W along the North right of way for H 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, a distance of 945.00 feet; thence N 00°01'33" E a distance of 15.00 feet; thence S 89°58'27" E along a line 15.00 feet South of and parallel with the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 945.01 feet, more or less, to the Point of Beginning.

CONTAINING 0.34 Acres or 14,625 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 4th day of February 2008 and ordered published.

**ADOPTED** the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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**

**APPLE GLEN ANNEXATION NO. 2**

**APPROXIMATELY .66 ACRES**

**LOCATED AT 2366 H ROAD AND A PORTION OF  
THE H ROAD RIGHT OF WAY**

**WHEREAS**, on the 4th day of February, 2008, 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 17th day of March, 2008; 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:

**APPLE GLEN ANNEXATION NO. 2**

A certain parcel of land lying in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) and the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 32, Township 1 North, Range 1 West 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 NE 1/4 NE 1/4 of said Section 32 bears S 89°58'27" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°02'59" W along the East line of the NE 1/4 NE 1/4 of said Section 32, a distance of 15.00 feet; thence N 89°58'27" W along a line 15.00 feet South of and parallel with the

North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 945.01 feet; thence S 00°01'33" W a distance of 15.00 feet; thence N 89°58'27" W along the South right of way for H 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, a distance of 372.77 feet to a point on the West line of the NE 1/4 NE 1/4 of said Section 32; thence N 00°03'26" E along the West line of the NE 1/4 NE 1/4 of said Section 32, a distance of 25.00 feet; thence N 89°57'52" W along a line 5.00 feet South of and parallel with the North line of the NW 1/4 NE 1/4 of said Section 32, a distance of 658.88 feet; thence N 00°01'45" E a distance of 5.00 feet to a point on the North line of the NW 1/4 NE 1/4 of said Section 32; thence S 89°57'52" E along the North line of the NW 1/4 NE 1/4 of said Section 32, a distance of 658.88 feet to a point on the East line of the NW 1/4 NE 1/4 of said Section 32; thence S 89°58'27" E along the North line of the NE 1/4 NE 1/4 of said Section 32, a distance of 1317.77 feet, more or less, to the Point of Beginning.

CONTAINS 0.66 Acres or 28,652 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 4th day of February 2008 and ordered published.

**ADOPTED** the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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**

**APPLE GLEN ANNEXATION NO. 3**

**APPROXIMATELY 15.24 ACRES**

**LOCATED AT 2366 H ROAD**

**WHEREAS**, on the 4th day of February, 2008, 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 17th day of March, 2008; 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:

**APPLE GLEN ANNEXATION NO. 3**

A certain parcel of land lying in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 29, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of the SE 1/4 SE 1/4 of said Section 29 and assuming the South line of the SE 1/4 SE 1/4 of said Section 29 bears S 89°58'27" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°57'52" W along the South line of the SW 1/4 SE 1/4 of said Section 29, a distance of 658.88 feet;

Thence N 00°01'45" E along the West line of that certain parcel of land described in Book 3871, Page 964, Public Records of Mesa County, Colorado, a distance of



1319.59 feet to a point on the North line of the SW 1/4 SE 1/4 of said Section 29; thence S 89°57'17" E along the North line of the SW 1/4 SE 1/4 of said Section 29, a distance of 659.48 feet to a point being the Northeast corner of the SW 1/4 SE 1/4 of said Section 29; thence S 00°03'19" W along the East line of the SW 1/4 SE 1/4 of said Section 29, a distance of 479.42 feet; thence N 89°57'43" W a distance of 214.97 feet to a point on the East line of that certain parcel of land described in Book 3871, Page 964, Public Records of Mesa County, Colorado; thence S 00°03'19" W along said East line, a distance of 655.12 feet; thence N 84°22'02" W a distance of 150.71 feet; thence S 00°03'19" W a distance of 194.65 feet; thence S 89°57'52" E along a line 5.00 feet North of and parallel with the South line of the SW 1/4 SE 1/4 of said Section 29, a distance of 364.97 feet to a point on the East line of the SW 1/4 SE 1/4 of said Section 29; thence S 89°58'27" E along a line 5.00 feet North of and parallel with the South line of the SE 1/4 SE 1/4 of said Section 29, a distance of 300.00 feet; thence S 00°01'233" W a distance of 5.00 feet; thence N 89°58'27" W along the South line of the SE 1/4 SE 1/4 of said Section 29, a distance of 300.00 feet, more or less, to the Point of Beginning.

CONTAINING 15.24 Acres or 663,702 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 4th day of February 2008 and ordered published.

**ADOPTED** the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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

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

**Attach 12**

Public Hearing – Apple Glen Growth Plan Amendment

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA               |                                  |  |                            |
|-----------------------------------|----------------------------------|--|----------------------------|
| <b>Subject</b>                    | Apple Glen Growth Plan Amendment |  |                            |
| <b>File #</b>                     | GPA-2007-283                     |  |                            |
| <b>Meeting Day, Date</b>          | March 17, 2008                   |  |                            |
| <b>Placement on the Agenda</b>    | <b>Consent</b>                   |  | <b>Individual</b> <b>x</b> |
| <b>Date Prepared</b>              | March 7, 2008                    |  |                            |
| <b>Author Name &amp; Title</b>    | Adam Olsen, Senior Planner       |  |                            |
| <b>Presenter Name &amp; Title</b> | Adam Olsen, Senior Planner       |  |                            |

**Summary:** Request adoption of a Resolution to amend the Growth Plan Future Land Use Map for property located at 2366 H Road from Estate (2-5 ac/du) to Residential Medium Low (2-4 du/ac). The Planning Commission recommended approval of the proposed Growth Plan Amendment request at their February 26, 2008 meeting.

**Budget:** N/A

**Action Requested/Recommendation:** Hold a public hearing and consider adopting a Resolution amending the Growth Plan Future Land Use Map from Estate (2-5 ac/du) to Residential Medium Low (2-4 du/ac).

**Background Information:** See attached report.

**Attachments:**

1. Staff Report
2. Draft Minutes from February 26, 2008 Planning Commission Meeting
3. Site Location Map / Aerial Photo Map
4. Future Land Use Map / Existing City and County Zoning Map
5. 201 Boundary Map
6. Persigo Agreement, Section C, Implementation-Zoning-Master Plan
7. Received correspondence from citizens
8. Proposed Growth Plan Amendment Resolution

| BACKGROUND INFORMATION       |       |   |     |    |
|------------------------------|-------|---|-----|----|
| Location:                    |       | 2366 H Road   |     |    |
| Applicants:                  |       | Steven Heijl-Owner<br>Rolland Engineering, Tom Rolland-<br>Representative |     |    |
| Existing Land Use:           |       | Residential/Agriculture   |     |    |
| Proposed Land Use:           |       | Residential   |     |    |
| Surrounding Land Use:        | North | Residential   |     |    |
|                              | South | Residential   |     |    |
|                              | East  | Residential/Agriculture   |     |    |
|                              | West  | Elementary School   |     |    |
| Existing Zoning:             |       | RSF-R (County)  |     |    |
| Proposed Zoning:             |       | To be determined  |     |    |
| Surrounding Zoning:          | North | AFT (County)  |     |    |
|                              | South | RSF-R (County)  |     |    |
|                              | East  | RSF-R (County) and AFT (County)   |     |    |
|                              | West  | RSF-R (County) and AFT (County)   |     |    |
| Growth Plan Designation:     |       | Estate (2-5 ac/du)  |     |    |
| Zoning within density range? |       | N/A   | Yes | No |

**Staff Analysis:**

1. Background

The existing 14.95 acre parcel of land located at 2366 H Road is currently in the process of being annexed into the City limits in anticipation of future residential development. Prior to zoning the annexed property, the applicant is requesting an amendment to the Growth Plan Future Land Use Map from Estate (2-5 ac/du) to Residential Medium Low (2-4 du/ac). The property is currently used for residential/agricultural purposes.

2. Section 2.5.C of the Zoning and Development Code

The Growth Plan can be amended if the City finds that the proposed amendment is consistent with the purpose and intent of the Plan and it meets the following criteria:

- a. There was an error such that then existing facts, projects or trends (that were reasonably foreseeable) were not accounted for;

As part of the 1996 Growth Plan process between Mesa County and the City of Grand Junction that established the current Future Land Use Map, the property located at 2366 H Road was designated Estate (2-5 ac/du), due in large part because of inadequate sewer availability and capacity at the time. Adjacent parcels to the east, west and south were also designated Estate (2-5 ac/du), although many parcels, especially those directly to the east and south, are smaller than the two acre minimum as established by the Estate designation.

The property is also located within the Persigo 201 Sewer Service Boundary. As stated previously, the current Growth Plan was adopted in 1996. In 1998, the City and Mesa County entered into an Intergovernmental Agreement known as the Persigo Agreement. Section C, Implementation-Zoning-Master Plan, item #12 from this Agreement states that “the parties agree that any property within the 201 should eventually develop at an urban level of density. For this agreement, residential lot sizes of two acres gross or larger are deemed to not be ‘urban’ while smaller parcel or lot sizes are deemed to be ‘urban.’”

Current growth trends in the Grand Valley the past few years were also not taken into consideration when the Growth Plan was adopted as there was no way to predict the rapid residential growth of the Grand Valley nor the current energy related boom and housing needs spawned thereby.

Because of the issues stated above, I feel that there was an error such that then existing facts, projects or trends were not taken into account.

- b. Subsequent events have invalidated the original premises and findings;

Because this property is located within the Persigo 201 sewer service urban boundary and has access to both water and sewer services (water and sewer are located in H Road), the Persigo agreement encourages urban development in this area to take advantage of this public infrastructure and to decrease the deleterious effects of urban sprawl.

The City of Grand Junction is currently developing a comprehensive strategy for accommodating a 20-30 year projected population increase of 120,000 people to be located in the Grand Valley. This population projection is conservatively based on past and recent growth trends and State Demographer estimates. Early results consistently demonstrate both a need for and a strong public consensus favoring higher density in this area (north and south of H Road and east and west of 24 Road), than what is currently called for on the Future Land Use Map of the Growth Plan.

For these reasons, subsequent events have invalidated the original premises and findings.

- c. The character and/or condition of the area have changed enough that the amendment is acceptable and such changes were not anticipated and are not consistent with the plan;

An 8" sewer line is located in H Road with the capacity to service approximately 750 homes. Currently, use of this line is at less than 50% capacity. This availability of infrastructure, and the presumption of an urban residential character of this area created by the Persigo Agreement, constitutes a sufficient change in the character and condition of the area to warrant the requested Growth Plan Amendment.

- d. The change is consistent with the goals and policies of the Plan, including applicable special area, neighborhood and corridor plans;

The proposal is consistent with the goals and policies of the Growth Plan and the North Central Valley Plan which promote areas of development that have adequate public facilities and efficient use of infrastructure (Goals 4 & 5 of the Growth Plan; and the following goals of the North Central Valley Plan:

- a). Coordinate the timing, location and intensity of growth with the provision of adequate public facilities, b). Maximize the efficient use of public resources).

Goal 15 of the Growth Plan emphasizes housing and achieving a mix of compatible housing types and densities dispersed throughout the community. If the Growth Plan Amendment is approved, it will allow a mix of housing types and densities between two and four units per acre with the existing larger lot densities that are present in the area.

- e. Public and community facilities are adequate to serve the type and scope of the land use proposed;

Existing and proposed infrastructure facilities are adequate to serve the proposed residential development in the range of density requested by the applicant. Appleton Elementary School is located directly to the west of this proposal. Slightly further to the west, the School District has purchased property to house a future high school or middle school. Increased density in the vicinity of the school(s) will allow for greater pedestrian access. Future development would require a pedestrian access to the elementary school, thus furthering the goal of providing safe pedestrian access to schools throughout the valley.

- f. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and

There are currently no properties designated as Residential Medium Low (2-4 du/ac) in the vicinity of this proposal. Land designations of Estate (2-5 ac/du) and Rural (5-35 ac/du) surround the parcel. It is reasonable to recognize that public infrastructure is already in the area and properties that are currently undeveloped/underdeveloped and have larger acreage to support increased densities such as this should be considered. The need for more affordable types of housing on smaller lots (to support the industry boom in the area and the resulting employment base) continues to grow.

- g. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The community will benefit by increased densities in areas that already have adequate facilities and services rather than perpetuating sprawl to outlying areas, thus meeting the goals and policies of the Growth Plan. Upgraded utility services, such as sewer, are available and will benefit both this development and adjacent properties. Additional housing to accommodate the projected growth will provide a significant benefit as well.

#### PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the requested Growth Plan Amendment, GPA-2007-283, to the City Council with the following findings of fact and conclusions:

3. The proposed amendment is consistent with the purpose and intent of the Plan.
4. The review criteria in Section 2.5.C of the Zoning and Development Code have all been met.

**8      GPA-2007-283      GROWTH PLAN AMENDMENT – Apple Glen Growth Plan Amendment**

Request a recommendation to City Council for approval of the Growth Plan Amendment to change the Future Lane Use Designation from Estate to Residential Medium Low (2 to 4 du/ac) on approx. 15 acres.

**PETITIONER:** Steven R. Heijl

**LOCATION:** 2366 H Road

**STAFF:** Adam Olsen

**STAFF'S PRESENTATION**

Adam Olsen with the Public Works and Planning Department made a PowerPoint presentation regarding the Apple Glen Growth Plan Amendment request. He stated that existing development in the area exists which includes Appleton Elementary School to the west of the site. The Future Land Use Map of the Growth Plan currently designates the area to be Estate and the request is to change the Growth Plan to Residential Medium Low. Mr. Olsen stated that surrounding zoning consists of RSF-R and AFT, all of which are in the County. The nearby City designations are B1, RE and RR. He further stated that the site lies wholly within the 201 urban growth boundary and is in the process of being annexed into the City. Mr. Olsen identified the criteria which allows for a Growth Plan Amendment. Mr. Olsen stated that there is an 8" sewer line located just to the south in H Road with the capacity to service approximately 750 homes. Currently, the use of this line is at less than 50%. The availability of infrastructure and the presumption of urban residential character of the area constitutes a change in the character and condition of the area to warrant the Growth Plan Amendment. He also stated that the proposal is consistent with the goals and policies of the Growth Plan and the North Central Valley Plan which promote areas of development that have adequate public facilities and efficient use of infrastructure. This amendment would allow a mix of housing types and densities between 2 and 4 units per acre and the existing larger lot densities that surround the subject parcel. Additionally, existing and proposed infrastructure facilities are adequate to serve the proposed residential development. Adam also said that the community would benefit by increased densities in areas that already have adequate facilities and services. Upgraded services are available and would benefit both this development and adjacent properties. Additional housing to accommodate the projected growth would provide a significant benefit. Accordingly, he recommended approval as the proposed amendment is consistent with the purpose and intent of the Growth Plan and the pertinent review criteria of the Zoning and Development Code have been met.

**PETITIONER'S PRESENTATION**

Eric Slavon with Rolland Engineering appeared on behalf of the owner, Steve Heijl.

### **PUBLIC COMMENT**

#### **For:**

No one spoke in favor of this request.

#### **Against:**

Ron Gray, 2369 H Road, which is directly across the street from the subject property, stated that he is opposed to the Growth Plan Amendment because the City is in the process of coming up with a new Growth Plan and he thinks it is premature to change the character of an area by changing the Growth Plan until a new Growth Plan is developed. He also stated that he does not see any public benefit to this.

Dan Miller (2363 H Road) said that he has been watching the traffic patterns on H Road for approximately 28 years. He said that adding one more entrance with a multiple number of houses is going to cause more congestion, making the area more difficult to travel around and he also believes it premature to change the Growth Plan at this time.

Dave Lacy, 2379 H Road, stated that he concurs with everything that has been stated so far. He also wanted to emphasize the point of the future Growth Plan that would include this entire area. He also said that this is premature and the ultimate Growth Plan needs to be changed first.

### **PETITIONER'S REBUTTAL**

Eric Slavon said that concerning the valley-wide look at growth, part of the process that is currently going on, he does not believe that all proposals should be put on hold for that time being. He next addressed the issue of pedestrian traffic that this would generate, and in particular that going to the school. According to Mr. Slavon, the site drains from the back to the front and the Appleton drain could cross right at that frontage. He also said that there is a good possibility that there would be a storm water detention pond near the front of the property.

### **QUESTIONS**

Commissioner Sublett asked Lisa Cox when the Comprehensive Plan would be finalized. Lisa Cox, Planning Manager, gave the following update: On February 13<sup>th</sup>, the Persigo Board met to discuss the possibility of moving the Persigo 201 line. The Board, however, elected not to make a decision and take action to actually move the line. They instructed staff to conduct two small sub-area plans to create a Land Use Plan to provide an idea of what potential land uses would be available should the line move. This property is included in one of the small sub-areas. The sub-area study is to be completed no later than the end of April. It is anticipated that the Comprehensive Plan would be completed and adopted by the first quarter to the middle of 2009.

### **DISCUSSION**



Commissioner Putnam raised the point that 2 acre or smaller sites are considered appropriate inside the urban growth boundary and, therefore, thinks that this is appropriate.

Commissioner Lowrey agreed.

Commissioner Dibble said that at this time he is not sure that the whole area is ready to be changed. He furthered that by saying that the location is separated from existing development and it is developed in the Estate and annexed into the City at 2 to 5 dwelling units per acre.

Commissioner Sublett said that he believes it would be wise to wait for a result of the sub-area study.

Chairman Cole stated that consideration needs to be given to the efficiency of delivering public services. He said that he would be in favor of the application.

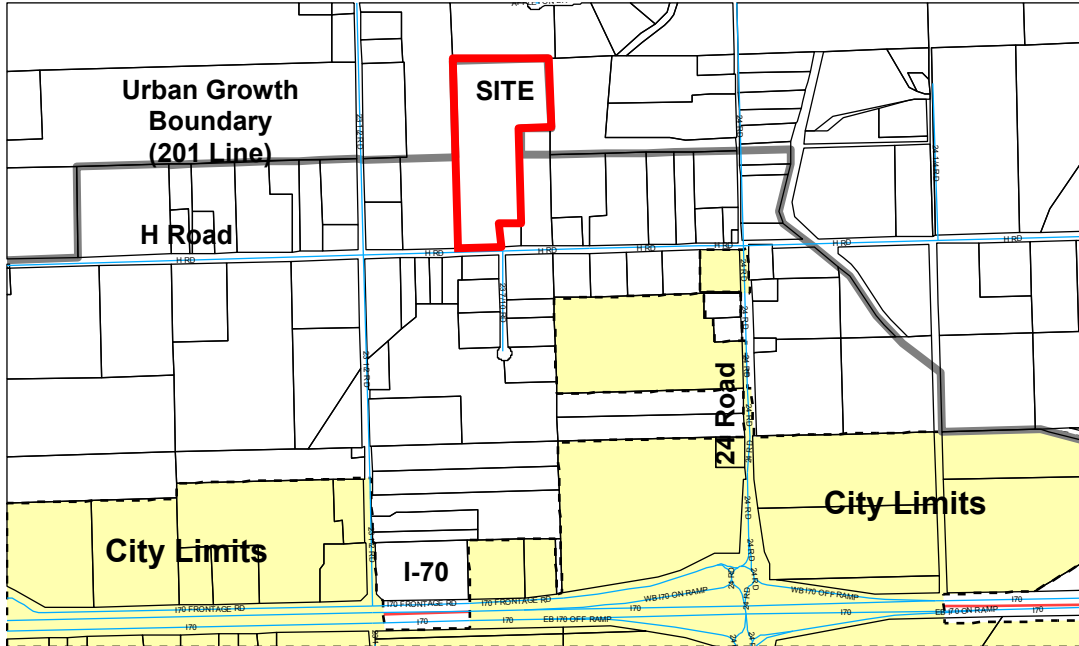
**MOTION: (Commissioner Lowrey) “Mr. Chairman, on item GPA-2007-283, Apple Glen Growth Plan Amendment, I move that we forward a recommendation of approval of the amendment from Estate (2-5 ac/du) to Residential Medium Low (2-4 du/ac) with the findings and conclusions as identified in the City Staff Report.”**

Commissioner Dibble seconded the motion. A vote was called and the motion passed by a vote of 4 – 3 with Commissioners Cole, Lowrey, Pavelka-Zarkesh and Putnam in favor and Commissioners Sublett, Dibble and Carlow against.

With no objection and no further business, the public hearing was adjourned at 8:21 p.m.

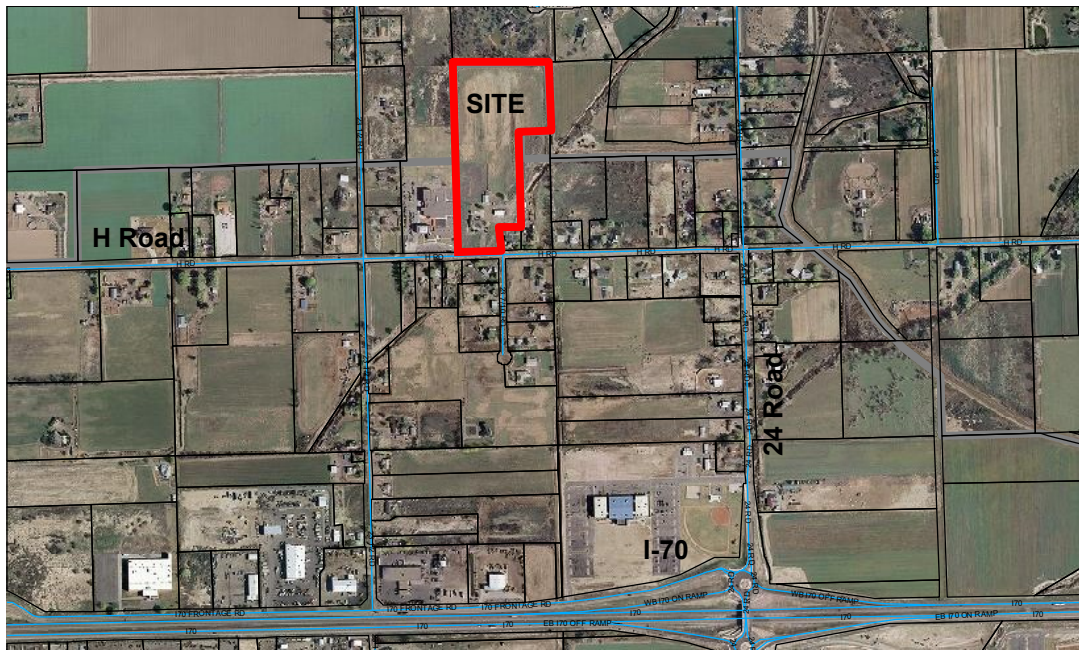
# Site Location Map

Figure 1



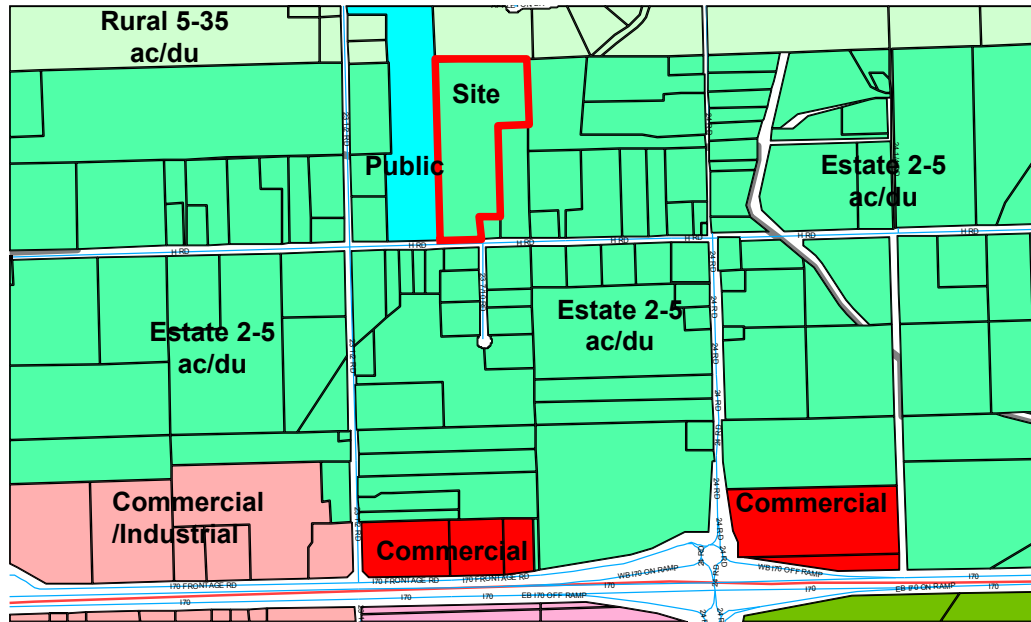
# Aerial Photo Map

Figure 2



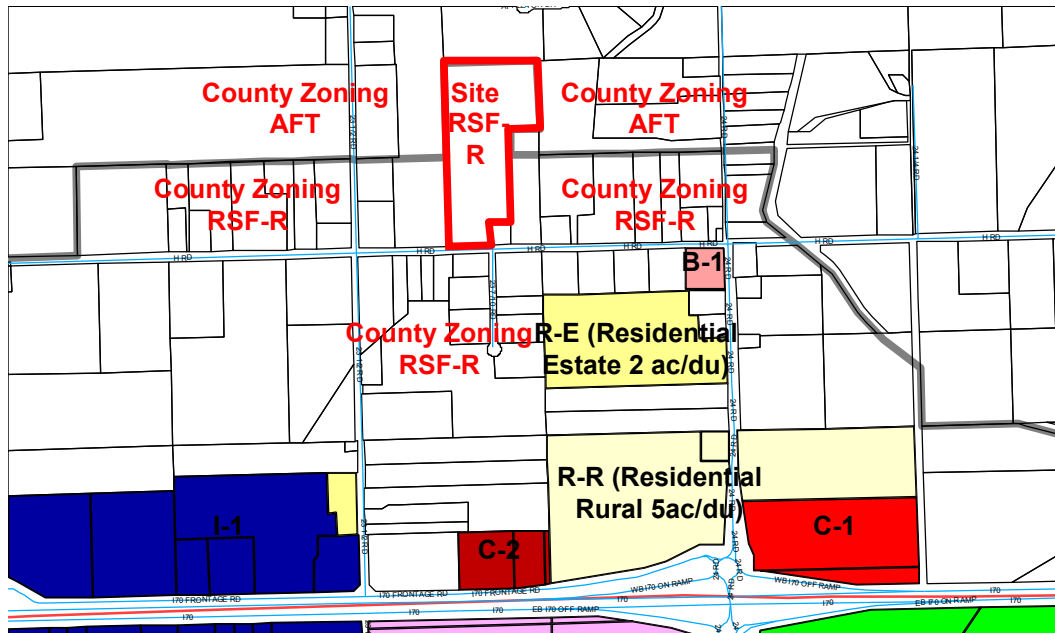
# Future Land Use Map

Figure 3



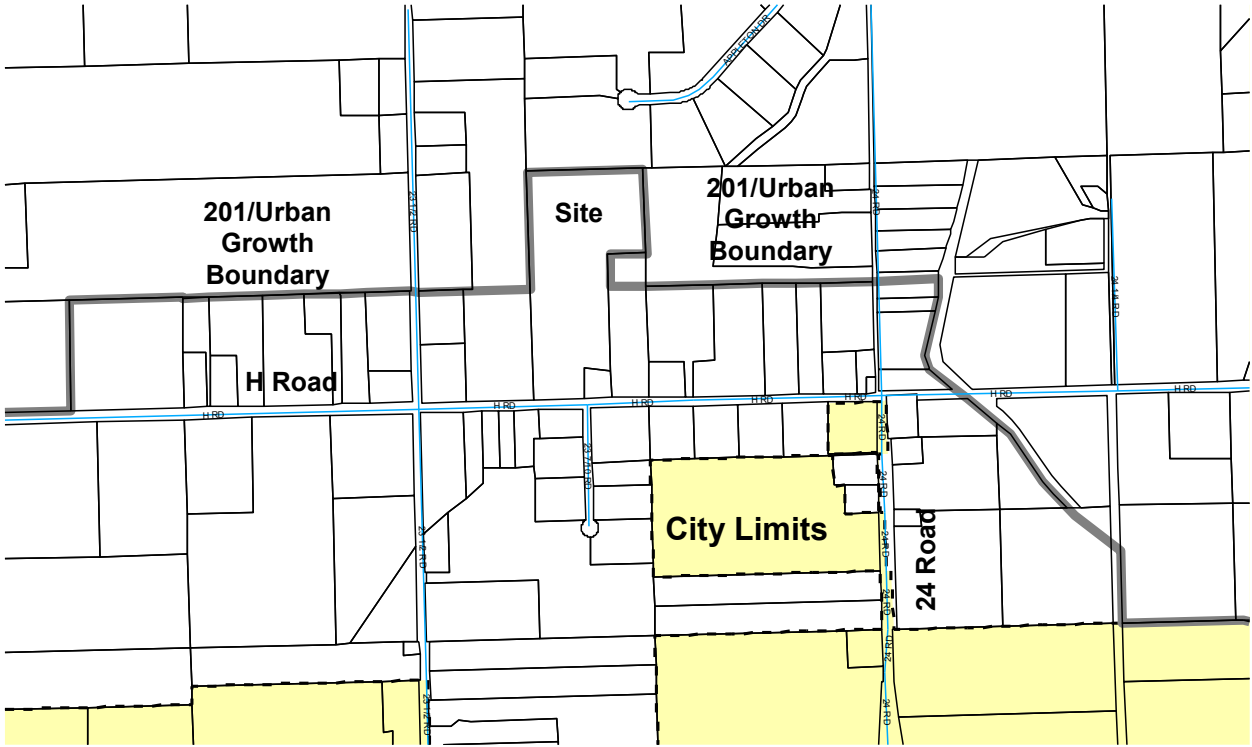
# Existing City and County Zoning Map

Figure 4



# 201/Urban Growth Boundary Map

Figure 5



C.

**Implementation-Zoning-Master Plan.**

8. The parties agree to provide for, encourage, and assist growth of the City through annexation by the City of all Annexable Development within the boundaries of the 201. In the event of a question, the parties agree that annexation is to occur, unless prohibited by applicable law or this Agreement.
9. The Parties shall jointly develop appropriate incentives to encourage annexation to the City. If a neighborhood or other area petitions or elects to be annexed to the City, the County and the City may jointly fund incentives. As allowed by available money, the incentives may include, but are not limited to, parks, roads, fire stations or road improvements.
10. The parties agree to implement this Agreement, in letter and in spirit, through the various tools, plans and powers of each party, including but not limited to the adopted codes of each, the policies and procedures of each, and the agents and employees of each. Throughout the term of this Agreement, the parties agree to continue to amend and adopt such provisions as are authorized and necessary to implement all provisions and goals of this Agreement.
11. (a) The parties acknowledge the importance of adoption of, or implementation of, and compliance with, the Master Plan. The parties shall implement the Master Plan through their resolutions, ordinances or other actions or shall comply with the zoning existing as of the date of this Agreement. The parties may jointly allow for exceptions, in writing.  
  
(b) When one party approves an amendment or other change to the Master Plan for property within such party's jurisdiction if the other party does not consider and decide whether to amend within thirty calendar days of the first party's approval, the amendment shall be deemed approved.
12. To maintain the integrity of the Master Plan, and the implementation of it, and for other reasons, the parties agree that any property within the 201 should eventually develop at an urban level of density. For this agreement, residential lot sizes of two acres gross or larger are deemed to not be "urban" while smaller parcel or lot sizes are deemed to be "urban." The parties agree to amend the 201 to implement this principle.

D.

**City Growth. Powers of Attorney. Annexation.**

13. Neither contemporaneous annexation to the City, nor a power of attorney to annex later, shall be required as a condition of service by or connection with the System, subject to, and in accordance with, the several provisions hereof. However, annexation is



10/3/07

Mr. Scott Peterson  
City Planning  
250 N. 5<sup>th</sup> St.  
Grand Jct. CO 81501

RECEIVED  
OCT 4 2007  
COMMUNITY DEVELOPMENT  
DEPT.

Dear Mr. Peterson,

This is in regard to the property at  
2366 H Road. We would like to go on  
record as opposing a growth plan  
amendment and leave it as is - Estate.

Thank you,

Sincerely,

David S. Lacy  
David S. Lacy  
2379 H Road

2369 H Road  
Grand Junction, CO 81505  
February 14, 2008

Planning Division  
Grand Junction Public Works and Planning Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

Re: GPA-2007-283 – 2366 H Road Growth Plan Amendment – 2366 H Road

Attn: Adam Olsen, Planner

We are opposed to this request for a Growth Plan Amendment to change future land use from R-E (Residential Estate) to Residential Medium Low(2 to 4 du/ac)

We believe that it is not appropriate to alter a Growth Plan for the benefit of one property owner to the detriment of all his surrounding neighbors. If the community needs more higher density development, then the whole Growth Plan should be revised. The requested change should be denied at this time.

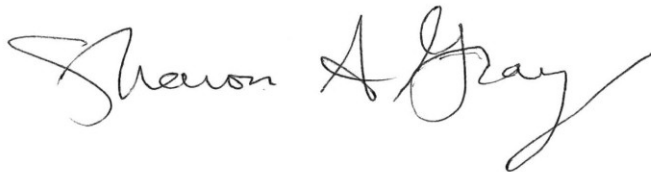
We built our retirement residence here in 2004, because we expected the R-E zoning to protect us from undesirable development nearby.

We ask your careful consideration of this request.

Sincerely,



Ronald F Gray & Sharon A Gray







Attn: Adam Olsen

To Whom It May Concern:

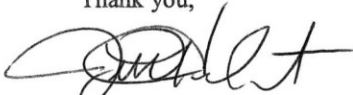
I am a home owner at 2373 H Road in Grand Junction. I am writing this letter in concern of two separate application that you are currently working on. GPA-2008-011 Power Motive Land Addition and GPA-2007-283- 2366 H Road Growth Plan Amendment.

My main concern is the traffic on H Road is bad enough right now. Try to get out of my driveway at 8:00 to 9:00 a.m. I have small children and grown children living at home along with horses, dogs, and cats. I bought this small property so that I could have animals and be close to town. Appleton School is pretty full now. If you let the property at 2366 H Road build as many homes as proposed, they will be over crowded. I feel that 2ac per house should be what you allow. All the other properties around that area are 2 or more acre per house.

On the other issue of Power Motive Addition, all those properties around there are residential housing. I do not want the smell of diesel and trucks running on H Road all the time. Light Industrial means you can almost put any thing you want on that property. I do not want the value of my home to go down because these guys want more property. They should find another place to move to if they want to expand into residential neighborhoods. If they are allowed to do this the quality of air, traffic and remember there is a school right there in there back yard.

I hope that you take the time and evaluate all the letters and responses that you get from all the neighbors in the area. If you have any questions, please feel free to call 250-4834.

Thank you,



Jill Herbert  
2373 H Road  
Grand Jct., CO 81505

**RECEIVED**  
FEB 20 2008  
COMMUNITY DEVELOPMENT  
DEPT.

Don Fry  
2383 H. rd.  
Grand Junction, CO  
81505

2-18-08  
**RECEIVED**  
FEB 20 2008  
COMMUNITY DEVELOPMENT  
DEPT.

Mr. Adam Olsen : PLANNER  
City of Grand Junction

Dear Mr. Olsen:

I have lived in this neighborhood for 12 1/2 years. When I moved out here the whole area was zone 1 house / 2 Acres, which is what I am on. Now somebody wants to change it over to 4 / Acre again, Blue Star DBA Mallard View LLC was turned down recently because of the 201 sewer dist. limits. Several years ago the Pennington's were denied, because of the sewer system here. I think that it should remain 1 home per 2 Acres as it is now, and has been

Thank you Don Fry

RE GPA-2007-283 2366 H. rd.



Grand Junction Planning Department:

I believe that the owner of 2366 H road is requesting to be annexed to the city and to be rezoned for 2-4 houses pre acre. I am opposed to this and I have questions about the feasibility of the project. If a large subdivision is added to the existing sewer line, would every house have to pay the same fee that was imposed on all the other residents along H road? Is the sewer adequate?

The addition of a large number of houses will impact the traffic on H road. The additional traffic next to Appleton Elementary School will increase traffic congestion and could almost be twice the number of cars in the immediate vicinity of the school.

This invalidates the north central valley plan, which means that a new plan should be implemented before this change takes place. What all will happen if there is annexation of this small area into the city? Does the developer intend to have more than one exit?

The plan for this area has worked well for the years that it has been in place. Why should it be changed at this time, and what will that look like?

Thank you  
Dan Miller  
2363 H road G.J. Co  
81505



February 21, 2008

RE: GPA-2007-283 2366 H Road Growth Plan Amendment

Grand Junction Planning Commission  
Attn: Adam Olsen  
250 North 5th Street  
Grand Junction, CO 81501

Dear Grand Junction Planning Commission :

This letter is in regards to change the Future Land Designation from RSF-E to Residential Medium Low (2-4 du/ac for 2366 H Road. In May 2006, a similar request was filed on behalf of Steve Arbogast at 785 24 Road near the property in question. The referenced proposal number was GPA-2006-064 Mallard View/Arbogast Annexation on approximately 18 acres.

Several issues were brought to question at that time regarding development in the Appleton Area. One of them was sewer capacity. The Appleton Sewer Districts were formed as septic abatement programs for the local homeowners and Appleton school. I do not believe it was ever intended to accommodate the densities requested. According to a Sewerage Basin Study Map by HDR Engineering in 1992, they confirmed that if the entire Appleton area was built out at the requested 2-4 du/ac, the sewer line would require widening.

Another issue is Traffic. The property at 2366 H Road in question is completely land-locked by Mesa County with only one point of ingress-egress. With the requested Land Use Designation and a possibility of 60 houses, this will result in dozens of vehicles entering and leaving H Road only a few hundred feet from the Appleton Elementary School driveway. This is a very heavily walked piece of road by the students in rural area which could result in injury. As there are no stores, gas stations, or recreation facilities on the North side of I-70, this would result in even more traffic from the proposed development.

Of concern to all of the local landowners is the possibility of piecemeal annexation as there are numerous properties between the existing Northern boundaries of the city and the parcel in question. We all realize that change is coming to the North Valley but it would be nice to see that the existing plan is followed until a new one is drawn up.

The following minutes were entered into the May entered into the May 9, 2006 Grand Junction Planning Commission Hearing regarding the proposed Mallard View property:

**Commissioner Pitts agreed that sewer service was probably an issue. The request was inconsistent with the existing neighborhood and it didn't comply with the NCVP.**

**Commissioner Sublett concurred. The Traffic and sewer issues were significant. To arbitrarily "invalidate" the NCVP would be a big mistake since many people had spent a lot of time and energy in developing it.**

**Commissioner Carlow - It didn't comply with Growth Plan recommendations.**

**Commissioner Cole said he was reluctant to consider such significant changes to the area in piecemeal fashion.**

**Commissioner Dibble said that the issue of affordable housing really wasn't germane to the issue before the Planning Commission. The neighbors had presented a lot of evidence to support the incompatibility of the request with the existing neighborhood, and the NCVP supported their position as well.**

February 19, 2008

We do not feel that any of these situations have changed in the Appleton area. We believe that the request to increase the Future Land Use Designation is also inconsistent with our neighborhood as well as the NCVP and Growth Plan. We are not against all development in the area as we realize the face of the valley is changing, but there is a large difference between 6-8 houses versus 60 houses. This would completely change the character of our neighborhood and we do not believe this a good fit.

Sincerely,



Scott Ryden  
792 23-3/4 Road  
Grand Junction, CO 81505



Barbara Justice  
792 23-3/4 Road  
Grand Junction, CO 81505



Mary Justice  
791 23-7/10 Road  
Grand Junction, CO 81505





2/21/08

Adam Olsen

Re: GRA-2007-283  
2366 H Road

Dear Sirs:

This is to notify you that I am opposed to the above GRA because of the following:

- 1) Increase in traffic on an unimproved road
- 2) School right next door
- 3) Not in compliance with the current growth plan

The current growth plan needs to be updated before any new changes in density are even discussed.

Thank you,

David J. Jaey  
2379 H Road

**RECEIVED**

FEB 22 2008

COMMUNITY DEVELOPMENT  
DEPT.

Re: GPA-2007-283 Apple Glen Growth Plan Amendment 2366 H. Rd.

To the City of Grand Junction and the Planning Commission.

I am writing in protest of changing the growth plan for this property located at 2366 H. Rd. This growth plan amendment is similar to Mr. Cunningham Development on the Redlands in which both are asking to go from Estate to Res. Med. Low. This Planning Commission did approve Mr. Cunningham's Growth Plan Amendment. I hope that you as a Planning Commission Member will look to the City Council for guidance for this important vote, I believe a precedent was set by the City Council when they overturned the Planning Commission's vote by a 1(for) and 6 (against) on the Cunningham growth plan amendment on the Redlands, just opposite of how the Planning Commission voted. I hope you will seriously consider that this change to a much higher density is just not wanted by most all residents of Mesa County. Please look at the facts on this GPA. The entire area around this development is Estate. There is no higher density around this property. Absolutely none. I hope this is all that is needed. Even though I fought long and hard against the Cunningham development I am not opposed to growth but most importantly growth that fits in with the surrounding area. Mr. Lowrey has said something similar to the following on several occasions "the town is going to double in the next 25 years so we need to approve every development brought before us, Mr. Lowrey has also mentioned the growth plan is obsolete, however Mr. Hill of the City Council has disagreed with Mr. Lowrey and has mentioned several times that the Growth Plan is a very good plan and needs to be followed. One of the biggest decision maker for the City Council on the Cunningham vote was the fact that most of the roads in the Redlands are County owned and it is not the responsibility of the City of Grand Junction to improve the roads for every development. The City Council has said "let the County fix the road problems then we will allow developments. (A very good example of smart growth by the City of Grand Junction.) Also please consider allowing some time for the Comprehensive Plan to be developed and approved prior to allowing high density growth plan amendments such as this one before you.

Steve Voytilla

2099 Desert Hills Rd.

Grand Junction, CO81503

Re: GPA-2007-283 2366 H Road

March 6, 08

RECEIVED

MAR 07 2008

COMMUNITY DEVELOPMENT  
DEPT.

Dear Council Member,

I am opposed to changing the Growth Plan for 2366 H Road from Estate to RML (2 to 4 duplex)

Appleton corner is an old, very quiet community with houses on nearly two to several acres. The smaller lots had houses before zoning was established. This area should not be drastically changed to the extent of putting 25 to 50 houses - 10ft apart - on the 15 acres at 2366 H Road.

Appleton school is already at or near capacity. Where will the influx of children attend school.

Before changing to Res 2-4, the infrastructure should already be in place - not afterward. Traffic on H Road had increased greatly, but I have not seen a traffic flow study done for H & 24 roads. The energy companies west of us use

H Road to 24 to get to I-70 with their big equipment rigs. Traffic is constant all day but worse so at the beginning and end of school at Appleton Elementary. There are so many parents driving their children to school, traffic is backed up as much as 11-12 vehicles at the corner of 24 & H. If this subdivision is approved before traffic flow is addressed, another 50-100 vehicles would be added to an already crowded area.

Finally, is this the sort of precedent you want to set for the future of the North Central Valley? I think it would set the area up to look like much of the front range. You turned down the Mallard (Blue Star) request for a GPA at 785 24 Road on 17 acres. For these same reasons please deny the GPA for 2366 H Road. At this time, please keep the 15 acres in Estate.

Thank you for your attention  
James H. Abraham  
2387 H Road

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AMENDING THE GROWTH PLAN OF THE CITY OF GRAND JUNCTION TO DESIGNATE APPROXIMATELY 14.95 ACRES LOCATED AT 2366 H ROAD, KNOWN AS THE APPLE GLEN GROWTH PLAN AMENDMENT FROM ESTATE (2-5 AC/DU) TO RESIDENTIAL MEDIUM LOW (2-4 DU/AC)**

Recitals:

A request for a Growth Plan Amendment has been submitted in accordance with the Zoning and Development Code. The applicant has requested that approximately 14.95 acres, located at 2366 H Road be redesignated from Estate (2-5 ac/du) to Residential Medium Low (2-4 du/ac) on the Future Land Use Map.

In a public hearing, the City Council reviewed the request for the proposed Growth Plan Amendment and determined that it satisfied the criteria as set forth and established in Section 2.5.C of the Zoning and Development Code and the proposed amendment is consistent with the purpose and intent of the Growth Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS REDESIGNATED FROM ESTATE (2-5 AC/DU) TO RESIDENTIAL MEDIUM LOW (2-4 DU/AC) ON THE FUTURE LAND USE MAP.

**APPLE GLEN GROWTH PLAN AMENDMENT**

A parcel of land situated in the SW1/4 of the SE1/4 of Section 29, Township 1 North, Range 1 West of the Ute Meridian, being more particularly described as follows:

Commencing at a Mesa County Survey Marker for the E1/16 Corner on the south line of said Section 29, whence a Mesa County Survey Marker for the S1/4 Corner of said Section 29 bears N89°57'48"W for a distance of 1317.73 feet ; thence N89°57'48"W, along said southerly line of Section 29, a distance of 658.91 feet; thence leaving said southerly line, N00°02'08"E a distance of 30.00 feet along the west line of the E1/2 SW1/4 SE1/4 Section 29 to a point on the northerly right-of-way line of H Road and the point of beginning; thence N00°02'08"E, continuing along said west line, a distance of 1289.60 feet to the Northwest Corner of said E1/2 SW1/4 SE1/4; thence S89°57'00"E along the north line of said SW1/4 SE1/4, a distance of 659.17 feet to the Northeast Corner thereof; thence S00°02'49"W along the east line of said SW1/4 SE1/4 a

distance of 479.42 feet; thence leaving said east line, N89°57'00"W a distance of 215.00 feet; thence S00°02'49"W a distance of 655.12 feet; thence N84°21'58"W a distance of 150.72 feet ; thence S00°02'49"W a distance of 169.65 feet to said northerly right-of-way line for H Road; thence N89°57'48"W, along said northerly right-of-way line, a distance of 293.92 feet to the point of beginning.

Containing 14.95 acres.

PASSED on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

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

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

**Attach 13**

Public Hearing – Garden Grove – Turley Annexation and Zoning, Located at 2962 A ½ Road

**CITY OF GRAND JUNCTION**

| CITY COUNCIL AGENDA               |  |  |                            |
|-----------------------------------|--|--|----------------------------|
| <b>Subject</b>                    | Garden Grove – Turley Annexation and Zoning Located at 2962 A ½ Road |  |                            |
| <b>File #</b>                     | ANX-2007-338   |  |                            |
| <b>Meeting Day, Date</b>          | Monday, March 17, 2008   |  |                            |
| <b>Placement on the Agenda</b>    | <b>Consent</b>   |  | <b>Individual</b> <b>X</b> |
| <b>Date Prepared</b>              | March 6, 2008  |  |                            |
| <b>Author Name &amp; Title</b>    | Justin Kopfman – Associate Planner                                   |  |                            |
| <b>Presenter Name &amp; Title</b> | Justin Kopfman – Associate Planner                                   |  |                            |

**Summary:** Request to annex 19.64 acres, located at 2962 A ½ Road. The Garden Grove-Turley Annexation consists of four parcels, and is a two part serial annexation.

**Budget:** N/A

**Action Requested/Recommendation:** Adopt Resolution accepting the petition for the Garden Grove-Turley Annexation and hold a public hearing and consider final passage of the annexation ordinance and zoning ordinance.

**Attachments:**

1. Staff report/Background information
2. Annexation – Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing City and County Zoning Map
4. Acceptance Resolution
5. Annexation Ordinance
6. Zoning Ordinance

**Background Information:** See attached Staff Report/Background Information



| STAFF REPORT / BACKGROUND INFORMATION |              |  |            |  |           |
|---------------------------------------|--------------|--|------------|--|-----------|
| <b>Location:</b>                      |              | 2962 A ½ Road  |            |  |           |
| <b>Applicants:</b>                    |              | Owner: Richard Turley                                  |            |  |           |
| <b>Existing Land Use:</b>             |              | AFT  |            |  |           |
| <b>Proposed Land Use:</b>             |              | Residential 2 -4 du/ac                                 |            |  |           |
| <b>Surrounding Land Use:</b>          | <b>North</b> | Vacant and Residential                                 |            |  |           |
|                                       | <b>South</b> | Residential  |            |  |           |
|                                       | <b>East</b>  | Residential  |            |  |           |
|                                       | <b>West</b>  | Residential  |            |  |           |
| <b>Existing Zoning:</b>               |              | County RSF-R (Residential Single Family Rural)         |            |  |           |
| <b>Proposed Zoning:</b>               |              | R-4 (Residential 4-du/ac)                              |            |  |           |
| <b>Surrounding Zoning:</b>            | <b>North</b> | County RSF-R (Residential Single Family Rural) and R-4 |            |  |           |
|                                       | <b>South</b> | County RSF-R (Residential Single Family Rural)         |            |  |           |
|                                       | <b>East</b>  | County RSF-R (Residential Single Family Rural) and R-4 |            |  |           |
|                                       | <b>West</b>  | County RSF-R (Residential Single Family Rural)         |            |  |           |
| <b>Growth Plan Designation:</b>       |              | Residential Medium Low                                 |            |  |           |
| <b>Zoning within density range?</b>   |              | <b>X</b>   | <b>Yes</b> |  | <b>No</b> |

**Staff Analysis:**

**ANNEXATION:**

This annexation area consists of 19.64 acres of land and is comprised of four parcels. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Garden Grove - Turley Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

The following annexation and zoning schedule is being proposed:

| <b><u>ANNEXATION SCHEDULE</u></b> |   |
|-----------------------------------|---|
| <b>December 17, 2007</b>          | Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use |
| <b>January 22, 2008</b>           | Planning Commission considers Zone of Annexation  |
| <b>March 3, 2008</b>              | Introduction Of A Proposed Ordinance on Zoning by City Council                                  |
| <b>March 17, 2008</b>             | Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council              |
| <b>April 18, 2008</b>             | Effective date of Annexation.   |

**GARDEN GROVE TURLEY ANNEXATION SUMMARY**

|                                       |  |                                  |
|---------------------------------------|--|----------------------------------|
| <b>File Number:</b>                   | ANX-2007-338   |                                  |
| <b>Location:</b>                      | 2962 A ½ Road  |                                  |
| <b>Tax ID Number:</b>                 | 2943-321-00-169/ 2943-321-00-158/2943-321-00-170/2943-321-00-171 |                                  |
| <b>Parcels:</b>                       | 4  |                                  |
| <b>Estimated Population:</b>          | 1  |                                  |
| <b># of Parcels (owner occupied):</b> | 1  |                                  |
| <b># of Dwelling Units:</b>           | 1  |                                  |
| <b>Acres land annexed:</b>            | 19.64 acres (855,769 square feet)                                |                                  |
| <b>Developable Acres Remaining:</b>   | 19.77 acres (855,769 square feet)                                |                                  |
| <b>Right-of-way in Annexation:</b>    |  |                                  |
| <b>Previous County Zoning:</b>        | County RSF-R (Residential Single Family Rural)                   |                                  |
| <b>Proposed City Zoning:</b>          | Residential Medium Low   |                                  |
| <b>Current Land Use:</b>              | Residential  |                                  |
| <b>Future Land Use:</b>               | Residential Medium Low   |                                  |
| <b>Values:</b>                        | <b>Assessed:</b>   | \$17,540                         |
|                                       | <b>Actual:</b>   | \$175,980                        |
| <b>Address Ranges:</b>                | 2962 -2998 A ½ Road (Even Only)                                  |                                  |
| <b>Special Districts:</b>             | <b>Water:</b>  | Ute Water                        |
|                                       | <b>Sewer:</b>  | Orchard Mesa and 201 Persigo     |
|                                       | <b>Fire:</b>   | Grand Junction Rural             |
|                                       | <b>Irrigation/ Drainage:</b>                                     | Orchard Mesa Irrigation/Drainage |
|                                       | <b>School:</b>   | District 51                      |
|                                       | <b>Pest:</b>   | Grand River Mosquito             |

**Staff Analysis:**

Zone of Annexation: The requested zone of annexation to the City R-4 (Residential 4-du/ac) zone district is consistent with the Growth Plan designation of Residential Medium Low 4-8 du/ac. The existing County zoning is County RSF-R (Residential Single Family Rural). 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.A.3 and 4 as follows:

- The proposed zone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations.

Response: The proposed zoning of R-4 is consistent with the Future Growth Plan, compatible with the neighborhood and meets the policies and requirements of the zoning and development code. The proposed zone is also consistent with the goals and objectives of residential medium to medium low density in the Orchard Mesa Neighborhood Plan.

- Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;

Response: Adequate public facilities are available or will be supplied at the time of further development of the property. 8 " Ute Water Line Available. 8 " Sanitary Sewer Line Available

Alternatives: In addition to the zoning that the petitioner has requested, the following zone district would also be consistent with the Growth Plan designation for the subject property.

- c. R-2 (Residential 2-du/ac)

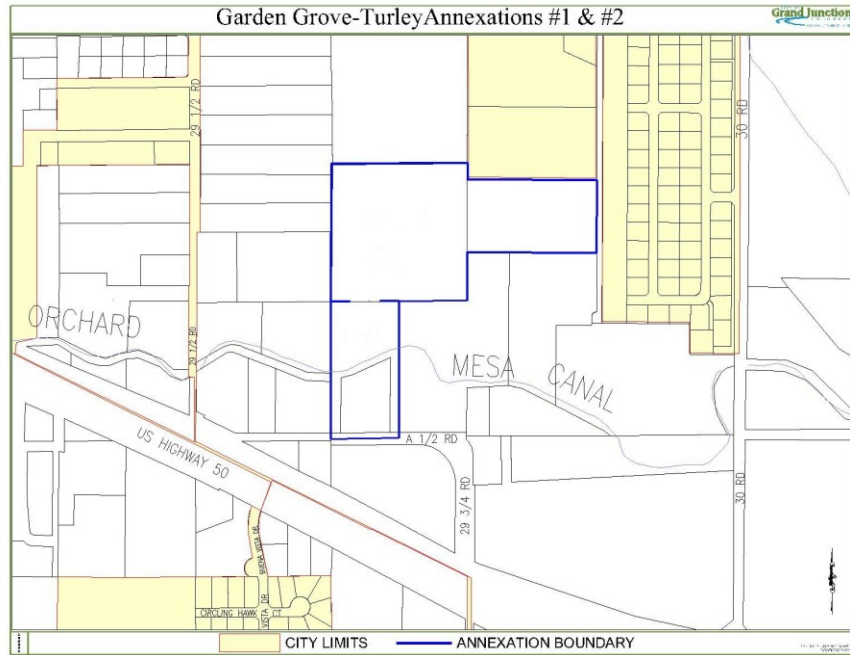
If the City Council chooses to recommend the alternative zone designation, specific alternative findings must be made.

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission recommended approval of the requested zone of annexation to the City Council on January 22, 2008, finding the zoning to the City R-4 (Residential 4-du/ac) district to be consistent with the Growth Plan, County RSF-R (Residential Single Family Rural) and Sections 2.6 and 2.14 of the Zoning and Development Code.



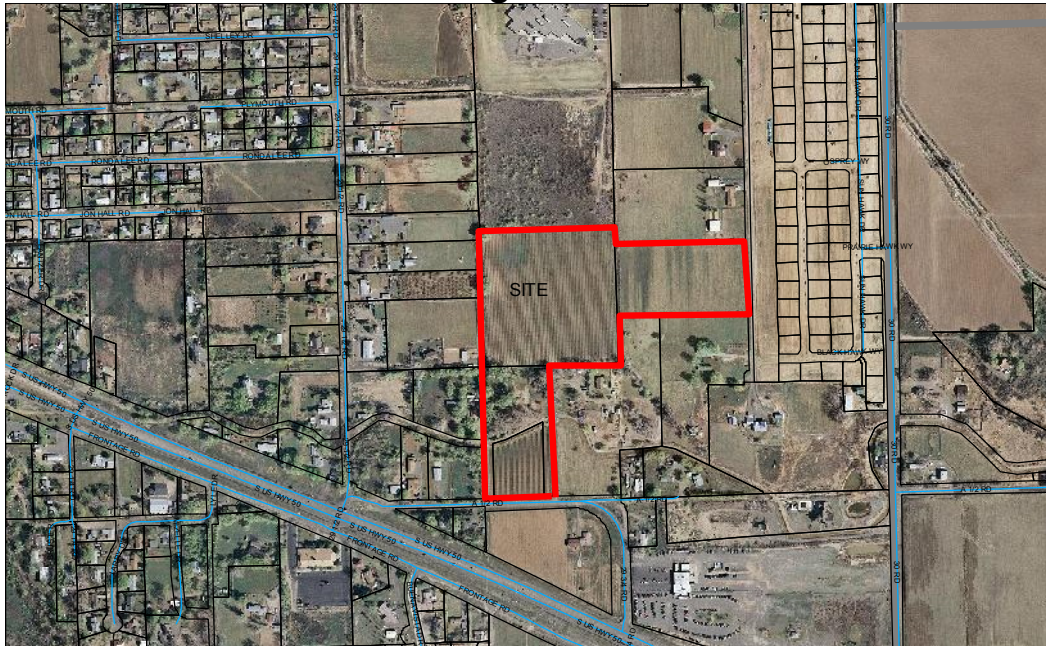
# Annexation/Site Location Map

Figure 1



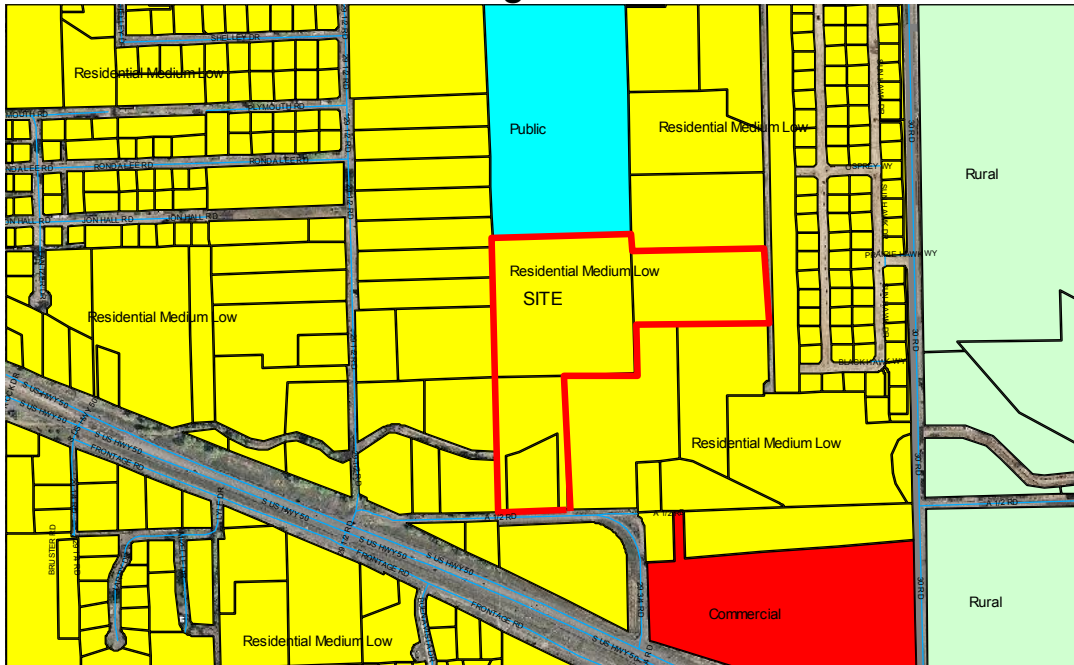
# Aerial Photo Map

Figure 2



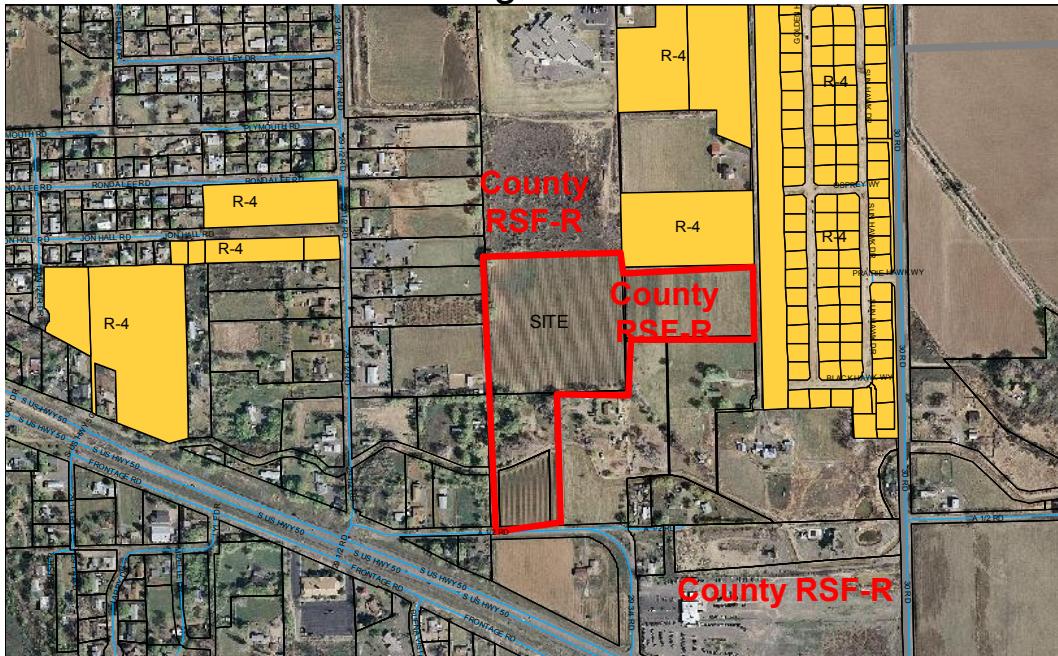
# Future Land Use Map

Figure 3



# Existing City and County Zoning Map

Figure 4



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_**

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

**GARDEN GROVE- TURLEY ANNEXATION**

**LOCATED AT 2962 A 1/2 ROAD**

**IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 17th day of December, 2007, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**GARDEN GROVE-TURLEY ANNEXATION NO. 1**

A certain parcel of land located in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) and the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Northwest corner of the SE 1/4 NE 1/4 of said Section 32 and assuming the West line of the SE 1/4 NE 1/4 of said Section 32 to bear S00°17'10"W with all bearings contained herein relative thereto; thence S00°17'10"W along the West line of the SE 1/4 NE 1/4 of said Section 32, a distance of 80.65 feet; thence S89°44'28"E a distance of 622.33 feet; thence S00°15'32"W a distance of 349.00 feet; thence N89°44'28"W to a point on the West line of the SE 1/4 NE 1/4 of said Section 32, a distance of 622.49 feet; thence S00°17'10"W along the West line of SE 1/4 NE 1/4 of said Section 32, a distance of 228.51 feet; thence S89°35'19"W a distance of 656.15 feet; thence N00°07'14"E along the East line, and the Southerly projection thereof, of Country Estates, as same as recorded in Plat Book 11, Page 129, public records of Mesa County, Colorado, to a point on the North line of the SW 1/4 NE 1/4 of said Section 32, a distance of 660.49 feet; thence N89 °47'36"E along the North line of the SW 1/4 NE 1/4 of said Section 32, a distance of 657.98 feet to the Point of Beginning.

Said parcel contains 14.93 acres (650,413.19 sq. ft.), more or less, as described.

AND



## GARDEN GROVE-TURLEY ANNEXATION NO. 2

A certain parcel of land located in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Commencing at the Northwest corner of the SE 1/4 NE 1/4 of said Section 32 and assuming the West line of the SE 1/4 NE 1/4 of said Section 32 to bear S00°17'10"W with all bearings contained herein relative thereto; thence S00°17'10"W along the West line of the SE 1/4 NE 1/4 of said Section 32, a distance of 658.16 feet; thence S89°35'19"W a distance of 329.06 feet to the Point of Beginning; thence S00°07'11"W to a point on the South line of the SE 1/4 NE 1/4 of said Section 32, a distance of 657.81 feet; thence S89°37'30"W along the South line of the SE 1/4 NE 1/4 of said Section 32, a distance of 327.10 feet; thence N00°07'14"E along the East line, and the Southerly projection thereof, of Hoffman Minor Subdivision, as recorded in Plat Book 14, Page 34, public records of Mesa County, Colorado, a distance of 657.60 feet; thence N89°35'19"E a distance of 327.09 feet to the point of beginning.

Said parcel contains 4.71 acres (205,355.59 sq. ft.), more or less, as described.

**WHEREAS**, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 4<sup>th</sup> day of February 2008, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Public Works and Planning Department of the City.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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

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

**ORDINANCE NO.**

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

**GARDEN GROVE-TURLEY ANNEXATION NO. 1**

**APPROXIMATELY 14.93 ACRES**

**LOCATED AT 2962 A 1/2 ROAD**

**WHEREAS**, on the 17<sup>th</sup> day of December, 2007, 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 4<sup>th</sup> day of February, 2008; 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 situates in Mesa County, Colorado, and described to wit:

**GARDEN GROVE-TURLEY ANNEXATION NO. 1**

A certain parcel of land located in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) and the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Beginning at the Northwest corner of the SE 1/4 NE 1/4 of said Section 32 and assuming the West line of the SE 1/4 NE 1/4 of said Section 32 to bear S00°17'10"W with all bearings contained herein relative thereto; thence S00°17'10"W along the West line of the SE 1/4 NE 1/4 of said Section 32, a distance of 80.65 feet; thence S89°44'28"E a distance of 622.33 feet; thence S00°15'32"W a distance of 349.00 feet; thence N89°44'28"W to a point on the West line of the SE 1/4 NE 1/4 of said Section

32, a distance of 622.49 feet; thence S00°17'10"W along the West line of SE 1/4 NE 1/4 of said Section 32, a distance of 228.51 feet; thence S89°35'19"W a distance of 656.15 feet; thence N00°07'14"E along the East line, and the Southerly projection thereof, of Country Estates, as same as recorded in Plat Book 11, Page 129, public records of Mesa County, Colorado, to a point on the North line of the SW 1/4 NE 1/4 of said Section 32, a distance of 660.49 feet; thence N89 °47'36"E along the North line of the SW 1/4 NE 1/4 of said Section 32, a distance of 657.98 feet to the Point of Beginning.

Said parcel contains 14.93 acres (650,413.19 sq. ft.), more or less, as described.

**INTRODUCED** on first reading on the 17th day of December, 2007 and ordered published.

**ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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**

**GARDEN GROVE-TURLEY ANNEXATION NO. 2**

**APPROXIMATELY 4.71 ACRES**

**LOCATED AT 2962 A 1/2 ROAD**

**WHEREAS**, on the 17<sup>th</sup> day of December, 2007, 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 4<sup>th</sup> day of February, 2008; 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 situates in Mesa County, Colorado, and described to wit:

**GARDEN GROVE-TURLEY ANNEXATION NO. 2**

A certain parcel of land located in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Commencing at the Northwest corner of the SE 1/4 NE 1/4 of said Section 32 and assuming the West line of the SE 1/4 NE 1/4 of said Section 32 to bear S00°17'10"W with all bearings contained herein relative thereto; thence S00°17'10"W along the West line of the SE 1/4 NE 1/4 of said Section 32, a distance of 658.16 feet; thence S89°35'19"W a distance of 329.06 feet to the Point of Beginning; thence

S00°07'11"W to a point on the South line of the SE 1/4 NE 1/4 of said Section 32, a distance of 657.81 feet; thence S89°37'30"W along the South line of the SE 1/4 NE 1/4 of said Section 32, a distance of 327.10 feet; thence N00°07'14"E along the East line, and the Southerly projection thereof, of Hoffman Minor Subdivision, as recorded in Plat Book 14, Page 34, public records of Mesa County, Colorado, a distance of 657.60 feet; thence N89°35'19"E a distance of 327.09 feet to the point of beginning.

Said parcel contains 4.71 acres (205,355.59 sq. ft.), more or less, as described.

**INTRODUCED** on first reading on the 17<sup>th</sup> day of December, 2007 and ordered published.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2008.

Attest:

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

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

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE GARDEN GROVE-TURLEY ANNEXATION TO  
R-4 (RESIDENTIAL 4DU/AC)**

**LOCATED AT 2962 A 1/2 ROAD**

Recitals

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Garden Grove-Turley Annexation to the R-4 (Residential 4-du/ac) zone district finding that it conforms with 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 is generally compatible with 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 R-4 (Residential 4-du/ac) zone district 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 be zoned R-4 (Residential 4-du/ac).

**GARDEN GROVE-TURLEY ANNEXATION NO. 1**

A certain parcel of land located in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) and the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

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32, a distance of 622.49 feet; thence S00°17'10"W along the West line of SE 1/4 NE 1/4 of said Section 32, a distance of 228.51 feet; thence S89°35'19"W a distance of 656.15 feet; thence N00°07'14"E along the East line, and the Southerly projection thereof, of Country Estates, as same as recorded in Plat Book 11, Page 129, public records of Mesa County, Colorado, to a point on the North line of the SW 1/4 NE 1/4 of said Section 32, a distance of 660.49 feet; thence N89 °47'36"E along the North line of the SW 1/4 NE 1/4 of said Section 32, a distance of 657.98 feet to the Point of Beginning.

Said parcel contains 14.93 acres (650,413.19 sq. ft.), more or less, as described.

AND

### **GARDEN GROVE-TURLEY ANNEXATION NO. 2**

A certain parcel of land located in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 32, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particular described as follows:

Commencing at the Northwest corner of the SE 1/4 NE 1/4 of said Section 32 and assuming the West line of the SE 1/4 NE 1/4 of said Section 32 to bear S00°17'10"W with all bearings contained herein relative thereto; thence S00°17'10"W along the West line of the SE 1/4 NE 1/4 of said Section 32, a distance of 658.16 feet; thence S89°35'19"W a distance of 329.06 feet to the Point of Beginning; thence S00°07'11"W to a point on the South line of the SE 1/4 NE 1/4 of said Section 32, a distance of 657.81 feet; thence S89°37'30"W along the South line of the SE 1/4 NE 1/4 of said Section 32, a distance of 327.10 feet; thence N00°07'14"E along the East line, and the Southerly projection thereof, of Hoffman Minor Subdivision, as recorded in Plat Book 14, Page 34, public records of Mesa County, Colorado, a distance of 657.60 feet; thence N89°35'19"E a distance of 327.09 feet to the point of beginning.

Said parcel contains 4.71 acres (205,355.59 sq. ft.), more or less, as described.

**INTRODUCED** on first reading the 3<sup>rd</sup> day of March, 2008 and ordered published.

**ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

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



City Clerk

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