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**CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 2, 2017
250 NORTH 5TH STREET
APPROXIMATELY 5:15 PM – PRE-MEETING – ADMINISTRATION CONFERENCE ROOM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

To become the most livable community west of the Rockies by 2025

Call to Order, Pledge of Allegiance, Invocation

Scott Iles, Western Colorado Atheists and Freethinkers

(The invocation is offered for the use and benefit of the City Council. The invocation is intended to solemnize the occasion of the meeting, express confidence in the future, and encourage recognition of what is worthy of appreciation in our society. During the invocation you may choose to sit, stand, or leave the room.)

Presentations

Presentation of the June Yard of the Month Winner

Presentation by Kristi Pollard, Grand Junction Economic Partnership Executive Director, regarding Grand Junction Colorado State Leasing Authority, Inc. Dissolution

Appointments

Ratify the Appointments to the Mesa County Building Code Board of Appeals

Certificates of Appointment

Certificates of Appointment to the Riverfront Commission

Citizen Comments

Council Reports

Consent Agenda

1. Approval of Minutes

- a. Minutes from the July 17, 2017 Special Meeting
- b. Summary of the July 17, 2017 Workshop
- c. Minutes of the July 19, 2017 Regular Meeting

2. Set Public Hearing

- a. Quasi-judicial
 - i. 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, and Introducing a Proposed Annexation Ordinance for the Caballero Annexation, Approximately 5.093 Acres of Portions of Public Rights-of-Way for D 1/2 Road, Located at 3149 D 1/2 Road

3. Resolutions

- a. Resolution Authorizing a Telecommunication Facility at Canyon View Park
- b. Resolution Permitting Reimbursement from the Proceeds of Tax-Exempt Financing for Capital Expenditures Related to the Business Park and the Surrounding Park Amenities

Regular Agenda

If any item is removed from the Consent Agenda, it will be heard here

4. Resolutions

- a. Resolution Authorizing the City Manager to Submit a Grant Request to Great Outdoors Colorado for the Connect Initiative and the Lunch Loops Trail

5. Non-Scheduled Citizens & Visitors**6. Other Business****7. Adjournment**



Grand Junction City Council

Regular Session

Item #

Meeting Date: August 2, 2017

Presented By: Randy Coleman

Department: Parks and Recreation

Submitted By: Randy Coleman

Information

SUBJECT:

Presentation of the June Yard of the Month Winner

RECOMMENDATION:

The Forestry Advisory Board has chosen Jenny Schreiner's yard at 3659 N. 15th Street as the June Yard of the Month winner.

EXECUTIVE SUMMARY:

The Forestry Advisory Board is recognizing the June Yard of the Month winner.

BACKGROUND OR DETAILED INFORMATION:

The Forestry Advisory Board has been recognizing summer yard of the month winners for five years. Yards are nominated based on curb appeal and can be either commercial or residential. The judging panel, made up of Forestry Advisory Board members, looks for thoughtful designs that take into consideration both functionality and the climate of Grand Junction. The winner receives a certificate and gift card to a garden center.

FISCAL IMPACT:

None

SUGGESTED MOTION:

N/A

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: August 2, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Debra M. Kemp, Interim City Clerk

Information

SUBJECT:

Ratify the Appointments to the Mesa County Building Code Board of Appeals

RECOMMENDATION:

Ratify applicants recommended by Mesa County Building Code Board of Appeals.

EXECUTIVE SUMMARY:

Mesa County Board of Commissioners recommended re-appointment of the three members to the Mesa County Building Code Board of Appeals at their Public Hearing on July 17, 2017.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

Ratify applicants recommend by the Mesa County Board of Commissioners.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: August 2, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Debbie Kemp, Interim City Clerk

Information

SUBJECT:

Certificates of Appointment to the Riverfront Commission

RECOMMENDATION:

Present Certificates

EXECUTIVE SUMMARY:

City Council to present certificates of appointment to J. Fred Barbero and Catherine Ventling

BACKGROUND OR DETAILED INFORMATION:

J. Fred Barbero and Catherine Ventling were appointed to the Riverfront Commission.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

JULY 17, 2017

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, July 17, 2017 at 5:04 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Phyllis Norris, Barbara Traylor Smith, Duke Wortmann, and President of the Council Rick Taggart.

Staff present for the Executive Session were City Manager Caton, City Attorney Shaver, and Finance Director Romero.

Councilmember Boeschstein moved to go into Executive Session to receive confidential and/or proprietary information pursuant to Colorado Revised Statutes 24-72-204(3)(a)(IV) for purposes of evaluating proposals and to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators concerning a possible Incentive and Cooperation Agreement with a business prospect for the Las Colonias Park Project in the City Under Colorado Revised Statutes Section 24-6-402(4)(e) of the Open Meetings Law and will not be returning to open session. Councilmember Norris seconded the motion. Motion carried.

The City Council convened into Executive Session at 5:05 p.m.

Councilmember Traylor Smith moved to adjourn. Councilmember Boeschstein seconded. Motion carried.

The meeting adjourned at 5:34 p.m.

Debra M. Kemp, MMC
Interim City Clerk

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
July 17, 2017 – Noticed Agenda Attached

Meeting Convened: 5:42 p.m. in the City Hall Auditorium

Meeting Adjourned: 8:16 p.m.

City Council Members present: All Councilmembers

Staff present: Caton, Shaver, LeBlanc, Camper, Watkins, Portner, Romero, Lanning, and Kemp

Others present: Richard Swingle, Kevin Bray, Poppy Woody, John Williams, Diane Schwenke, Alex Chaffetz, and many others

Agenda Topic 1. Discussion Topics

Council President Taggart advised the order of discussion for this workshop will be School District 51, the Ballot questions from Mesa County and the City, and then the Street name change.

Discussion on November Ballot Questions including School District 51

John Williams, School District 51 Board member, introduced the people with him which were Kelli Fleniken, Doug Levinston, and Phil Onofrio with the District. He described the “Citizens for District 51” group and what has taken place so far. The citizens’ committee decided what to cut within the budget and what is essentially needed. A survey was conducted of the community. John Williams reviewed what will be included in the 2017 Bond and Mill Levy Over-Ride:

- \$40 Million to Replace Orchard Mesa Middle School
- \$44 Million for Priority One Maintenance/Repairs
- \$11 Million for Technology in Classroom
- \$2.5 Million for Security in Schools
- \$5 Million for Gym at Dual Immersion Academy
- \$5 Million for Auxiliary Gym at Palisade High School
- \$3.2 Million for Five Additional School Contact Days
- \$2 Million for Curriculum (Book & Digital)
- \$300 Thousand to Support Technology
- \$1 Million for Ongoing School Repairs

He then discussed the tax increase per value, support from the Poll (on the Bond 57%, on the Mill 53%), and how marijuana money is distributed.

They asked for endorsement and contributions. Ms. Fleniken explained how the committee wants to be transparent and encouraged Council to look at the website to view all priorities.

The official launching of the campaign will be July 29th at 10:00 a.m. She then explained the committee will be presenting to all the Towns, Boards, and Chambers in the area.

Council directed staff to develop a resolution in support of the ballot questions.

County Ballot Issue in Relationship to Public Safety Issues in the Community

Council President Taggart said about a month ago in a workshop, it was discussed to put a question on the ballot. After several conversations with the County, it was not successful in changing the language on the ballot issue. Council President Taggart sees three options which are 1) go forward with ballot issues dealing with the City's specific needs and Grand Valley Regional Communication Center (GVRCC); 2) decline being involved in the ballot at all - assess the City's needs and come back at a later date; 3) after a meeting with Commissioner McInnis, he agreed the GVRCC is underfunded and he will work to get \$1 to \$1.2 million for the GVRCC. Details will need to be worked out. City Manager Caton said 3-4 years ago there was a discussion with the County, and that the sales tax breakout was used for discussion points. Council discussed developing an Authority, a fee schedule, having the City collaborate with the County, and what steps should be done going forward. The consensus was to get the fee structure in place first.

Changing North Avenue to University Blvd. and 12th Street to Maverick Way

Alex Chaffetz, CMU 20,000 Steering Committee, Kevin Bray with the North Avenue Owners Association, and Diane Schwenke, Executive Director of the Chamber of Commerce, were present to request the name change of North Avenue to University Blvd., and to ask City staff to put a timeline of infrastructure of improvements together. Topics also discussed were:

- Developing a plan for the implementation of the Complete Streets Plan and whether or not it should be part of the 10-year capital plan, and developing what it might look like
- Change the name of North Avenue to University Blvd. and investigate changing 12th Street to Maverick Way, phased in over the next 6-9 months
- Timeline for implementation, phase it in, people want change
- Grant opportunities, CMU increasing enrollment to 20,000 students
- What the University would contribute financially for this project

City Manager Caton suggested separating the road improvements from the name change and include it in the 10-year capital plan and bring the resolution forward to Council right now renaming University Blvd. The cost of the fabrication of street signs in-house is about \$22,000 for materials and the timing for the City would be November through March due to staffing levels for installation. The drawings provided were for illustration purpose; the national uniform standards will not allow the use of these colors displayed since North Avenue is a State Highway.

Agenda Topic 2. Next Workshop Topics

City Manager Caton said the July 31st workshop was slated to be cancelled but it could be left open in case a topic comes up. The August 14th workshop is scheduled to discuss the Community Development Block Grant (CDBG) excess funds and a couple other items will also be added.

Interim City Clerk Kemp asked the Council about volunteers for doing the interviews for the Urban Trails Committee. Councilmembers Traylor Smith, Boeschenstein, and Mayor Taggart volunteered. She will look at their schedules and get back to them.

There being no future business, the meeting adjourned at 8:16 p.m.



GRAND JUNCTION CITY COUNCIL
MONDAY, JULY 17, 2017

WORKSHOP, APPROXIMATELY 5:30 P.M.
CITY HALL AUDITORIUM
250 N. 5TH STREET

To become the most livable community west of the Rockies by 2025

1. **Discussion Topics**
 - a. Discussion on November Ballot Questions including School District 51
 - b. Changing North Avenue to University Blvd. and 12th Street to Maverick Way
2. **Next Workshop Topics**
3. **Other Business**

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

July 19, 2017

The City Council of the City of Grand Junction convened into regular session on the 19th day of July, 2017 at 6:02 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Phyllis Norris, Duncan McArthur, Barbara Traylor Smith, Duke Wortmann, and Council President Rick Taggart. Also present were City Manager Greg Caton, City Attorney John Shaver, and Interim City Clerk Debbie Kemp.

Council President Taggart called the meeting to order. Council Member Traylor Smith led the Pledge of Alliance which was followed by the invocation by pastor Kaila Armbruster, Shepherd of the Valley Lutheran Church.

Appointment

Councilmember Wortmann moved to appoint Catherine Ventling to the Riverfront Commission for a partial term ending July 2019. Councilmember McArthur seconded the motion. Motion carried by roll call vote.

Certificate of Appointments to the Riverfront Commission

Karen Jefferson was present to receive her certificate of re-appointment and Laura Tyre Hannam was present to receive her certificate of appointment, all for three year terms expiring July 2020.

Certificate of Appointment to the Grand Junction Regional Airport Authority

Erling Brabaek was present to receive his certificate of appointment for a partial term that expires May 2019.

Citizens Comments

There were none.

Council Reports

Councilmember McArthur stated that he was at a National Association of Realtors conference in West Palm Beach, FL and there was a great presentation about walkability and livability communities. He also attended a very informative Housing Colorado Outreach meeting that was hosted by the Grand Junction Housing Authority.

Councilmember Wortmann said he attended a Parks Improvement Advisory Board (PIAB) meeting and a Horizon Drive Association Business Improvement District meeting.

Councilmember Norris stated that on July 12th she and Councilmember Traylor Smith attended the Veterans One-Stop ceremony and on July 6th she attended the new amphitheater opening.

Councilmember Traylor Smith mentioned that the Patriot Guards were honored and recognized at Veterans One-Stop ceremony. She attended the tree planting and recognition of past Councilmember Martin Chazen and also attended the Parks and Recreation Advisory Board meeting.

Councilmember Kennedy attended a Grand Junction Economic Partnership Board meeting that morning.

Councilmember Boeschstein went to the celebration of the Las Colonias Amphitheater Grand Opening.

Council President Taggart attended the very moving firefighters' graduation where 16 recruits graduated. He also went to a Connectedness seminar and said many people in the community are actively working on concepts and ideas to better connect as a community. He updated Council on the Grand Junction Regional Airport Authority Board activities.

Consent Agenda

Councilmember Kennedy moved to adopt the Consent Agenda items #1 - #3. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

1. Approval of Minutes
 - a. Summary of the June 19, 2017 Workshop
 - b. Minutes of the July 5, 2017 Special Session
 - c. Minutes of the July 5, 2017 Regular Meeting
2. Contract
 - a. Contract with Asphalt Specialist
3. Resolutions
 - a. Resolution Setting Fees and Charges
 - b. Resolution Authorizing the City Manager to Submit a Grant Request to the

Department of Local Affairs for the Development of the Las Colonias Business Park

- c. Resolution Authorizing the City Manager to Submit a Grant Request to Great Outdoors Colorado for the Inspire Initiative and the RIO Implementation Grant.
- d. Resolution Authorizing the Sale by the City of Grand Junction, Colorado, of Certain Real Property and Ratifying Actions Heretofore Taken in Connection Therewith

Public Hearing – 2017 Second Supplemental Appropriation

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2017 budget amendments. Supplemental appropriations are required to ensure adequate appropriations by fund and often are needed to carryforward capital projects that regularly span more than one year. This action re-appropriates the funds for projects approved and started in the prior budget year but not completed in that year. Because these capital projects have already been planned for and the expenditure approved by Council in the 2016 budget, they do not decrease the budgeted fund balances. Other items requiring a supplemental appropriation include the authorization to spend unexpected revenues during the year such as seized funds for public safety.

The public hearing was opened at 6:20 p.m.

Jodi Romero, Finance Director, presented this item. The supplemental appropriation is required to authorize spending for capital projects that were budgeted and started in 2016 but not completed until 2017. New revenues were also received in 2017 for specific projects which require being reappropriated in order to spend those funds and she named those projects. Two other items that require budget amendments and supplemental appropriation are the transfer of the Retiree Health Fund to the self-insurance fund and the payment of premiums out of that Fund.

Councilmember Kennedy asked about the Retiree Health Fund and the discussion of putting that in a Trust. City Manager Caton said they have continued to evaluate this fund and the operations within it and are still working to understand the financial solvency of this. Because a Trust has not been established the transfer needs to occur. Councilmember Kennedy asked if there is a firewall between the City accounting piece of that and the fund itself. City Manager Caton said that he has talked to a couple of Councilmembers regarding this transfer and there has been extensive staff work looking into the solvency of the retiree health fund. It is very clear that it needs to stand on its own and they believe that there are significant challenges to that.

City Attorney Shaver said that the sole purpose of the ordinance relative to the Retiree Health Fund is the appropriation to pay the premiums.

President of the Council Taggart asked if these are the funds that were an overpayment that was discussed previously. City Manager Caton said that it is included in the ordinance.

There were no public comments.

The public hearing closed at 6:28 p.m.

Councilmember Kennedy moved to adopt Ordinance No. 4760 – An Ordinance Making Supplemental Appropriations to the 2017 Budget of the City of Grand Junction, Colorado on final passage and ordered final publication in pamphlet form.

Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Public Hearing – Annexation and Zoning Hill Complex Annexation

A request to annex and zone 2.734 acres, located at 2905 Hill Avenue. The applicant has requested annexation and C-2 (General Commercial) zoning of this property as part of a development plan to build a State Farm Insurance office on the site.

The public hearing opened at 6:29 p.m.

Lori Bowers, Senior Planner, presented this item. She reviewed the location, site, and the current zoning. The request is consistent with goals and policies of the Comprehensive Plan and the applicable review criteria of the Grand Junction Municipal Code.

Councilmember Norris asked if the property is surrounded by County property. Ms. Bowers said that it is surrounded mostly on the East by County zoning.

Councilmember Boeschstein asked if the contiguity for the City is the highway. Ms. Bowers responded affirmatively.

City Manager Caton also pointed out that, per the Persigo Agreement, the City is required to annex these properties.

There were no public comments.

The public hearing was closed at 6:32 p.m.

Councilmember Boeschstein moved to adopt Resolution No. 40-17 – A Resolution Accepting a Petition for the Annexation of Lands to the City of Grand Junction, Colorado, Making Certain Findings, and Determining that Property Known as the Hill Business Park Annexation, Located at 2905 Hill Avenue, is Eligible for Annexation, Ordinance No. 4761 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Hill Business Park Annexation, Located at 2905 Hill Avenue, Consisting of One Parcel of Land, and 1.63 acres of Teller Avenue, Hill Avenue and I-70 Business Loop Rights-of-Way, and Ordinance No. 4762 – An Ordinance Zoning the Hill Business Park Annexation to C-2 (General Commercial), Located at 2905 Hill Avenue on final passage and ordered final publication in pamphlet form. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Contract for Access Improvements on Riverside Parkway

In anticipation of the development of the Las Colonias Business Park the construction of a right and left turn lane at Winters Avenue and Riverside Parkway is necessary to grant access to the property. The project also includes right and left turn lanes at the proposed west access of the business park, a right turn lane at the main entrance of the Las Colonias Amphitheater and a right turn lane at the entrance to the Jarvis Property. Work also includes the installation of 540 lineal feet of 12" water line.

Greg Lanning, Public Works Director, presented this item. He described the location for the improvements. The turn lanes are required for the additional improvements in the business park. The project will improve the flow in and out of the parking lot of the amphitheater and Winters Avenue. The water main will also be extended to serve the business park. The property to the east will include one deceleration lane into the property. The work is slated to begin mid-August and finish by the end of September.

Councilmember McArthur asked if Riverside Park Drive is going to be abandoned. Mr. Lanning said no, it will be used for access for future tenants.

Councilmember Kennedy asked about the funding for the project and if these are budgeted items. Mr. Lanning said the access improvement will come from the Transportation Capacity Payments (TCP) Fund and the waterline from the Water Fund.

Councilmember Norris asked if this project was budgeted to come out of TCP Fund this year. City Manager Caton explained that there was significant appropriation for the project on 1st Street and that the project finished under budget. The appropriation and savings will provide the funding for this project; this is the authorization to use those funds.

Councilmember Boeschstein said the Jarvis family no longer owns the property that bears their name. City Manager Caton said that it is platted as Jarvis property.

Council President Taggart asked if someone could explain the Request for Proposal (RFP) process when there is an addition such as this request. Mr. Lanning explained the process for an RFP.

Councilmember Traylor Smith moved to authorize the City Purchasing Division to enter into a contract with Sorter Construction, Inc. of Grand Junction, CO, for the Riverside Parkway Access Improvements Project for the estimated amount of \$531,659.50. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Bonsai Design Incentive Agreement

This item is to discuss whether to authorize the City Manager to execute an incentive package for the retention and expansion of an existing business. The company would locate the facility on City owned land that would be improved for the purposes of establishing a business park on the riverfront at the east end of Las Colonias Park. As the anchor tenant, the company would actively participate with Grand Junction Economic Partnership in the recruitment of businesses to the park. If the incentive agreement is consummated, the business park will be considered under separate action at a future City Council meeting. Conceptual design of the business park includes the development of approximately 10% of the entire Las Colonias Park for the location of several businesses in a campus setting combined with public park amenities consistent with the Las Colonias Master Plan. Approximately one-half of the project is for related park amenities which include irrigation systems, a shelter, bathroom facilities, a dog park, a boat ramp and an athletic turf area. The cost to develop the business park includes street infrastructure for both access on and off Riverside Parkway as well as internal street structure within the park development.

President of the Council Taggart informed the audience that this item will be opened for public comment.

Greg Caton, City Manager, presented this item. This would be a cooperative agreement with Bonsai Design. He reviewed the history of this item and explained the intent is to retain and expand an existing business. City Manager Caton learned that Bonsai Design sold their building and he reached out to Kristi Pollard with Grand Junction Economic Partnership (GJEP) to talk to the business owner. This would be a public/private partnership between the Downtown Development Authority (DDA), GJEP, Bonsai Design, and the Chamber of Commerce. He reviewed the goals and the vision of the project. He spoke about the history of the area and how it has evolved. The Business Park would be 10-15 acres of City owned land which would be leased to private businesses. With these improvements to the park in mind, the Master Plan was changed but still included all of the elements that were in the original Master Plan. Existing businesses were talked to and the concept was explained with the hope that it would spur redevelopment in that area. The project would have a pro forma of about 15 years and bonds would be issued through the DDA. The project would include 9 to 10 additional businesses with the City contributing \$1 million of an approximately \$2 million facility. The City would also waive \$78,844 in fees and provide a 10-year rebate of the City's real property tax, an approximate \$42,000 value. Bonsai Designs would be the anchor tenant and they would contribute an estimated \$600,000 zip line for public use and would execute a land lease of City owned land for \$20,000 per year for 25 years, totaling \$500,000. They would also actively participate with GJEP to recruit other businesses.

Ms. Pollard highlighted economic impact numbers that this project will bring to the City. Bonsai Design currently has 21 full time employees that live and work in the community and project to increase that by 15 more full time employees. There will be a \$17.5 million economic impact annually from the employees. She covered some intangible items that Bonsai Design would also be bringing to Mesa County which included business owners already assisting in recruitment for potential businesses; the owners Thaddeus and Sarah Shrader are very active in the community. Ms. Pollard asked for Council's full support for this project.

Councilmember Norris asked if the waived fees would come from the General Fund. City Manager Caton said the fees are related to Enterprise Funds, and they would be kept whole. Some of the fees would be processing fees, not impact fees.

Councilmember Boeschstein said he is delighted to see this project and thanked the City staff and Bonsai Design. He asked if this could still be called a park. City Manager Caton said that the entire park is 147 acres and the Business Park would only be about 15 acres or just a little over 10%. Part of infrastructure, i.e. parking, could be used in the evenings for the amphitheater, which is valuable to the park. The Business Park would blend with the Park.

Councilmember Boeschstein asked if there will be design standards and guidelines. City Manager Caton said that is correct.

Councilmember Boeschstein said the location of this park had uranium mill tailings and asked if the Department of Energy and Colorado Department of Health reviewed this and are comfortable with it. City Manager Caton said they have an excellent working relationship with all the colleagues and they are pleased with the plan and wants the location to be utilized. This is an excellent opportunity to bring the location back to the community of Grand Junction.

Councilmember Wortmann said he is thrilled with the project concept and would love to jump in and offer leadership and help where he can. He is glad that the Shraders have never failed to jump in and put money and efforts into the community.

Councilmember Traylor Smith asked what the next step is from here. City Manager Caton said that, if this project is approved, Council would see a lot of items related to this project coming to them for approval. There would be a lot of things that need to be put in order. He talked about the businesses they envision on the property. Bonsai Designs would have a better lease rate because they are the anchor business and because of the cooperative agreement. Infrastructure would be complete in approximately 15 months. On this meeting's consent agenda, Council approved applying for a Department of Local Affairs (DOLA) grant and are hoping for back to back \$1 million grants. Great Outdoors Colorado (GOCO) grants will also be applied for to

do park improvements such as a boat ramp. They will start working on the finance piece. After working with DDA, they will come back to Council to authorize the dollars.

City Attorney Shaver said a significant piece will be Council approving a debt by bond issue. This approval would be contingent on financing. The City would enter into a master lease for the entire Business Park property with a development corporation to facilitate the next phase of the development. This is to take the City out of the regulatory role and to possibly have access to other financing. Along with the master lease, there would be some sub-leases and covenants.

Councilmember Traylor Smith noted that in the contract it mentions going to the voters to sale the property; she asked how would sale of properties affect lease payments. City Attorney Shaver said that in the agreement, there would be an agreed upon value relative to the acquisition and could potentially reduce the amount relative to the lease and could also reduce some complications.

City Manager Caton said they have worked through the finer points with Bonsai Design and if it were to be taken to the voters, it would be the entire piece. Councilmember Traylor Smith expressed concern about DDA having the bond and the City not having the lease revenue. City Manager Caton said there will be a fair amount of grant opportunities and some restricted fund opportunities that could help in the long run to pay that debt service down. He said they were very conservative with a seven-year absorption rate and a very conservative lease rate.

City Attorney Shaver said that depending on the interest rate, term, and other moving pieces, they won't fail to recognize that there may be a sale. Councilmember Traylor Smith asked about other items relating to this project coming back to Council. City Attorney Shaver said at least two more times, maybe three, items will be brought back before Council: the money piece and then the master lease, covenants, and the development corporation within 50 to 75 days.

Councilmember Norris expressed concern with the possible sale of property because businesses may not be encouraged to be brought in. City Manager Caton said Council may consider a variety of options like selling individual parcels. City Attorney Shaver said Council would have great flexibility and could structure any sale. Councilmember Norris said the businesses around this property feel that this will help their businesses.

Councilmember McArthur said a constituent of his asked how this property was acquired by the City. City Attorney Shaver said the property was deeded to the City by the Colorado Department of Public Health and Environment after it was cleaned up from the mill tailings.

Councilmember Kennedy asked, regarding management of the property, if this will be a pilot or model on how successful it is and consider this as a way to approach future park

properties. City Manager Caton said yes, but specifically for undeveloped parks since long term leases fit in well. Councilmember Kennedy asked if the City has the ability to look at land swaps as well. City Attorney Shaver said yes, depending on what the Supreme Court decides. As long as there is acre for acre equivalency, swaps are expected to be allowed.

President of the Council Taggart opened the meeting to public comments.

Thaddeus Shrader, 2134 Buffalo Drive, said his company started in the family basement with a handful of people building tree based adventures. Nationally, the employees rose to 60 and 80 employees and are spread out all over. The train station was sold where their business was located and the City approached with an offer. Other cities had also tried to recruit their business. Ms. Pollard with GJEP and City Manager Caton helped them develop a vision and a Master Plan for business park at Las Colonias Park. Mr. Shrader believes an outdoor park will increase the value of the City and other new, young companies will find the community which they need to grow. Having zip lines, art walks, etc. will attract valley residents. He thanked Council for their time.

Tim Fry, 684 Independence Valley Drive, owner of Mountain Racing Products (MRP), and Chair of the GJEP board, thanked Council and Staff for all the hard work in getting to this point. Two years ago, GJEP saw this community as an outdoor recreation area and begin to target that industry. Outdoor businesses need to come here and retention of businesses is critical. The Business Park is a vision to give GJEP a tool to seek out outdoor recreation companies.

Diane Schwenke, Executive Director of Grand Junction Chamber of Commerce, said it is a strong economic development partnership that brought this to Council and has called on a lot of other economic business partners. This is a great opportunity for Bonsai Design and sends a great message to the outdoor recreation industry and existing businesses here. Economic Development partners and policy makers want to help Council with this project.

Andy Daily, Managing Partner of Powderhorn, said he has gotten to know Mr. and Ms. Shrader and noted how they have increased the visibility of Grand Junction on a statewide and nationwide basis. Leitner-Poma of America, Inc. and Prenoth are major industries in Grand Junction and their leadership and presence is great. Mr. Daily lauded Council for what Las Colonias Park is providing for the community. Timing is everything and this valley has great potential and it is a great opportunity to have a solid outdoor recreation base; he encouraged Council to support this request.

There were no more public comments.

Councilmember Kennedy said this request is a no risk, no reward situation with the vision of this business park. Knowing the anchor tenant, who is a civic minded tenant,

and their imbedded genuine love of the community and wanting to see it move forward is why he is supportive of this project and wants to move forward with it. Council and the community need to do everything they can to make it the “pearl” of the City that is opened for business in outdoor recreation. He sees many things happening in this community. The leadership in the community is heading in the right direction. He is pleased with City staff, Ms. Pollard and her team at GJEP, the Chamber of Commerce, but mostly Mr. and Ms. Shrader.

Councilmember Norris acknowledged that the City could not do this without the support of the DDA. She feels it is a great project.

Councilmember Traylor Smith said she is pleased to see how all of the partners are working together.

Councilmember McArthur stated that he thinks it is a great project and agrees with the incentives but does not feel it is a proper role of government to subsidize businesses. There is a risk. The \$1 million dollars will be paid back by property tax dollars. He hopes the project will be successful but he can't support it.

President of the Council Taggart said that the project has 100% to 120% of his support. He is thrilled that a growing and contributing business and one that puts Grand Junction on the map is part of this project. He wishes that this opportunity could have come up many years sooner.

Councilmember Boeschstein moved to authorize the City Manager to execute an Economic Incentive Agreement with the terms presented with Bonsai Design. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote with Councilmember McArthur voting NO.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

With no further business, the meeting adjourned at 7:52 p.m.

Debra M. Kemp, MMC
Interim City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: August 2, 2017

Presented By: Lori Bowers, Senior Planner

Department: Community Development

Submitted By: Lori Bowers, Senior Planner

Information

SUBJECT:

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, and Introducing a Proposed Annexation Ordinance for the Caballero Annexation, Approximately 5.093 Acres of Portions of Public Rights-of-Way for D 1/2 Road, Located at 3149 D 1/2 Road

RECOMMENDATION:

Adopt a Resolution referring the petition for the Caballero Annexation, introduce the proposed Ordinance and set a hearing for September 20, 2017.

EXECUTIVE SUMMARY:

A Request to Annex 5.093 acres located at 3149 D 1/2 Road. The Caballero Annexation consists of a single parcel and includes 0.226 Acres of D 1/2 Road Right-of-Way. The Applicant currently operates a home based day care and would like to both expand the day care use as well as subdivide the property, which triggers annexation under the Persigo Agreement.

BACKGROUND OR DETAILED INFORMATION:

The applicants are requesting annexation into the City in compliance with the Persigo Agreement. They have two requests:

1) The owners are currently operating a small in-home day care. Under Mesa County regulations they are limited to four children. Under the City's regulations, a home based day care operator may have up to 12 children at one time. To expand their day

care in Mesa County, a Conditional Use Permit must be obtained that requires a public hearing, therefore, the Persigo Agreement applies and annexation into the City is required.

2) The applicants would also like to subdivide their lot in the future to create an additional residential lot(s).

This annexation area consists of 5.093 acres of land and is comprised of one parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement 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 Caballero 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 owner's consent.

FISCAL IMPACT:

If annexed, this property will be assessed City property tax and based on the current valuation of the property, the property tax revenue is estimated at \$145 per year. If the remainder of the property is subdivided and developed, the residential property tax would be estimated at \$57 per year for every \$100,000 of actual value.

D 1/2 Rd was already improved with curb, gutter, sidewalk and asphalt by Mesa County around 2013, the property is very narrow so the expense associated with the Right-of-Way is minimal.

SUGGESTED MOTION:

I move to (approve or deny) Resolution No. 41-17 - 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, Caballero Annexation, Approximately 5.093 Acres, including Public Right-of-Way of D 1/2 Road, Located at 3149 D 1/2 Road, Introduce Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Caballero Annexation, approximately 5.093 Acres of Land, Located at 3149 D 1/2 Road, and Set a Hearing for September 20, 2017.

Attachments

1. Annexation Staff Report
2. Annexation Maps
3. Resolution
4. Ordinance

Annexation Staff Report:

STAFF REPORT / BACKGROUND INFORMATION					
Location:		3149 D ½ Road			
Applicants:		Audel and Guadalupe Caballero, owners			
Existing Land Use:		Residential			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential Subdivision			
	South	Residential Subdivision			
	East	Agricultural			
	West	Residential Subdivision			
Existing Zoning:		County RSF-R			
Proposed Zoning:		City R-8 (Residential – 8 du/ac)			
Surrounding Zoning:	North	R-8 (Residential – 8du/ac) and County RSF-R			
	South	County RMF-5			
	East	County RSF-R			
	West	R-5 (Residential – 5du/ac) County PUD			
Future Land Use Designation:		Residential Medium			
Zoning within density range?		X	Yes		No

Staff Analysis:

ANNEXATION:

This annexation area consists of 5.093 acres of land and is comprised of one 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 Caballero 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 owner's consent.

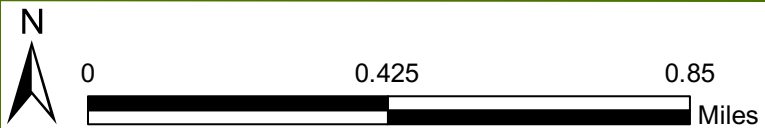
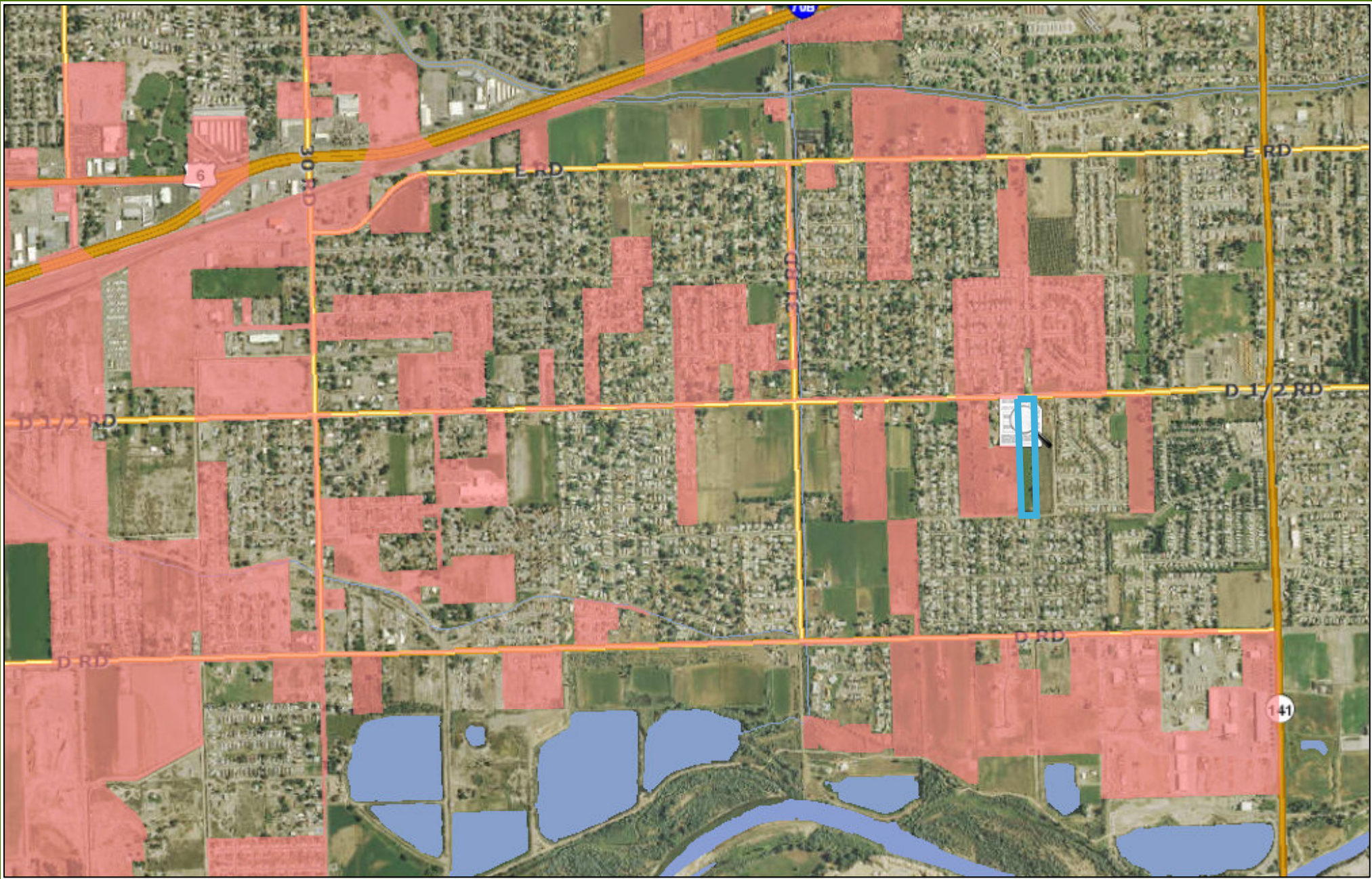
The following annexation and zoning schedule is being proposed.

<u>ANNEXATION SCHEDULE</u>	
August 2, 2017	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
August 22, 2017	Planning Commission considers Zone of Annexation
September 6, 2017	Introduction Of A Proposed Ordinance on Zoning by City Council
September 20, 2017	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
October 20, 2017	Effective date of Annexation and Zoning

CABALLERO ANNEXATION SUMMARY

File Number:	ANX-2017-211	
Location:	3149 D ½ Road	
Tax ID Number:	2943-153-00-060	
# of Parcels:	1	
Estimated Population:	7	
# of Parcels (owner occupied):	3	
# of Dwelling Units:	3	
Acres land annexed:	5.093	
Developable Acres Remaining:	4.89	
Right-of-way in Annexation:	0.226	
Previous County Zoning:	RSF-R	
Proposed City Zoning:	R-8	
Current Land Use:	Residential	
Future Land Use:	Residential (4 – 8 du/ac)	
Values:	Assessed:	\$20,040
	Actual:	\$251,770
Address Ranges:	3147 and 3149 D ½ Rd, 3148 D ¼ Rd	
Special Districts:	Water:	Clifton
	Sewer:	201
	Fire:	Clifton
	Irrigation/ Drainage:	Grand Valley Irrigation / Grand Valley Drainage
	School:	Central High / Grand Mesa Middle / Chatfield Elem
	Pest:	Grand River Mosquito Control Dist.

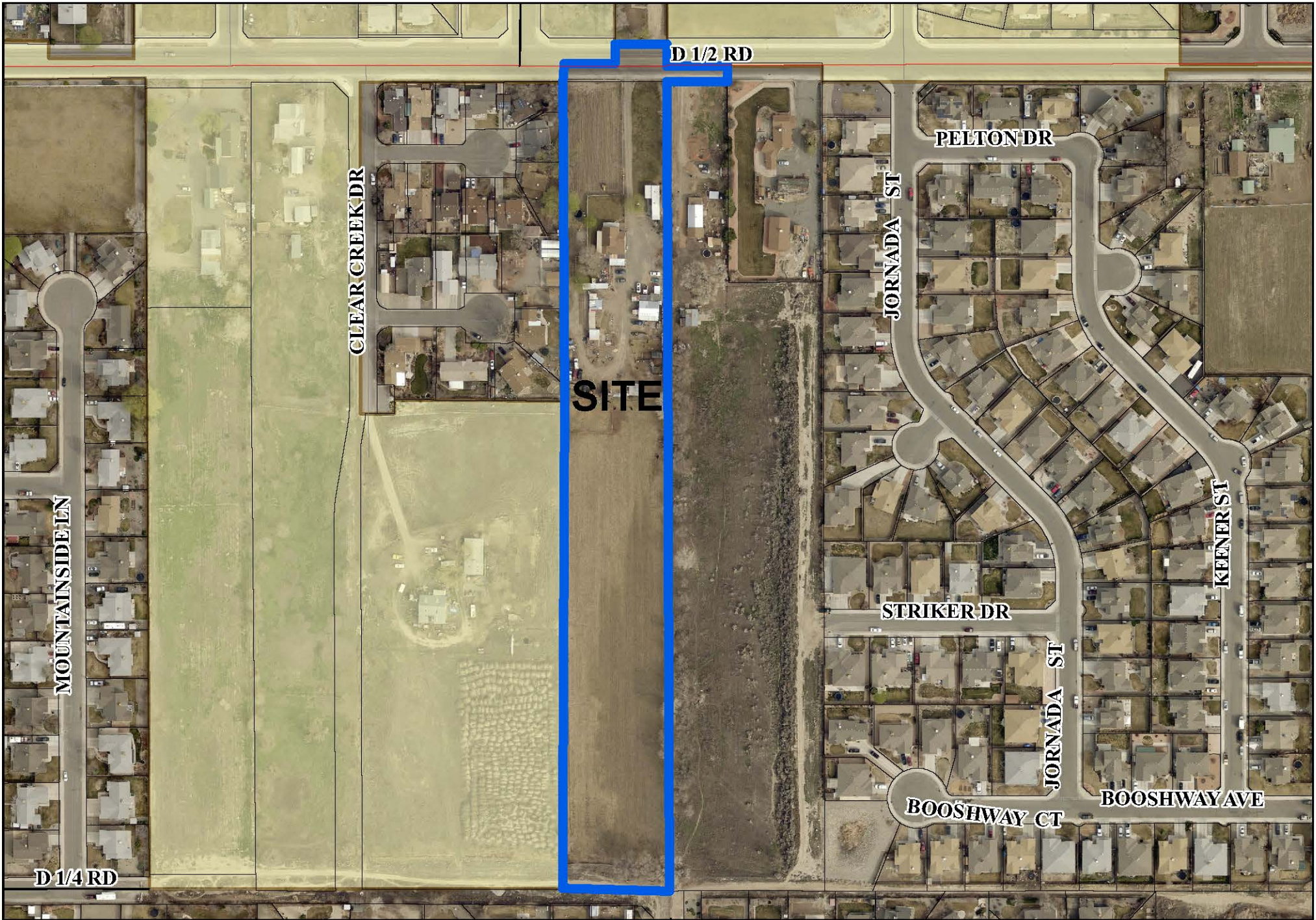
City of Grand Junction - City Limits shown in pink



Printed: 7/19/2017

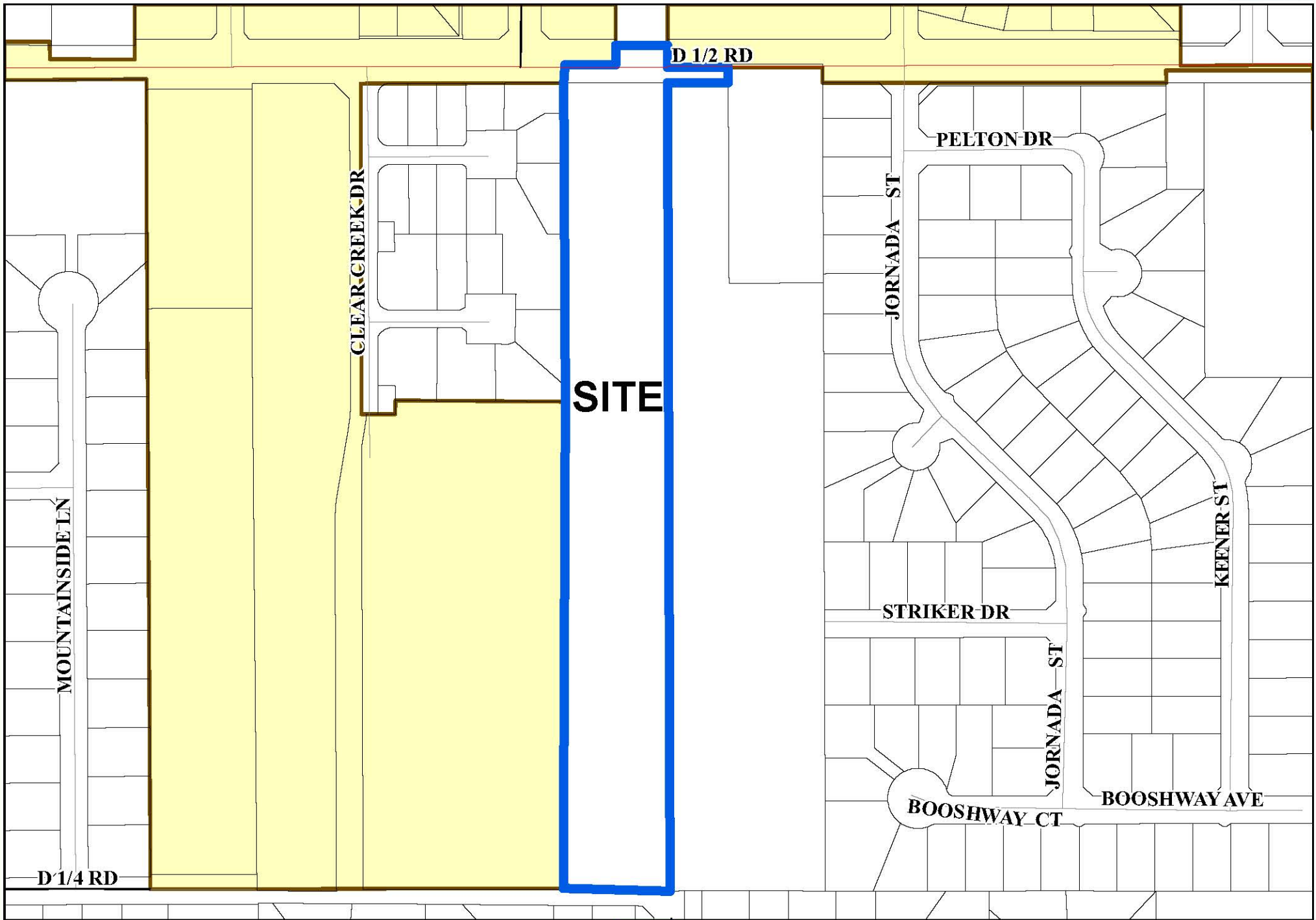
1 inch = 1,433 feet

Caballero Annexation



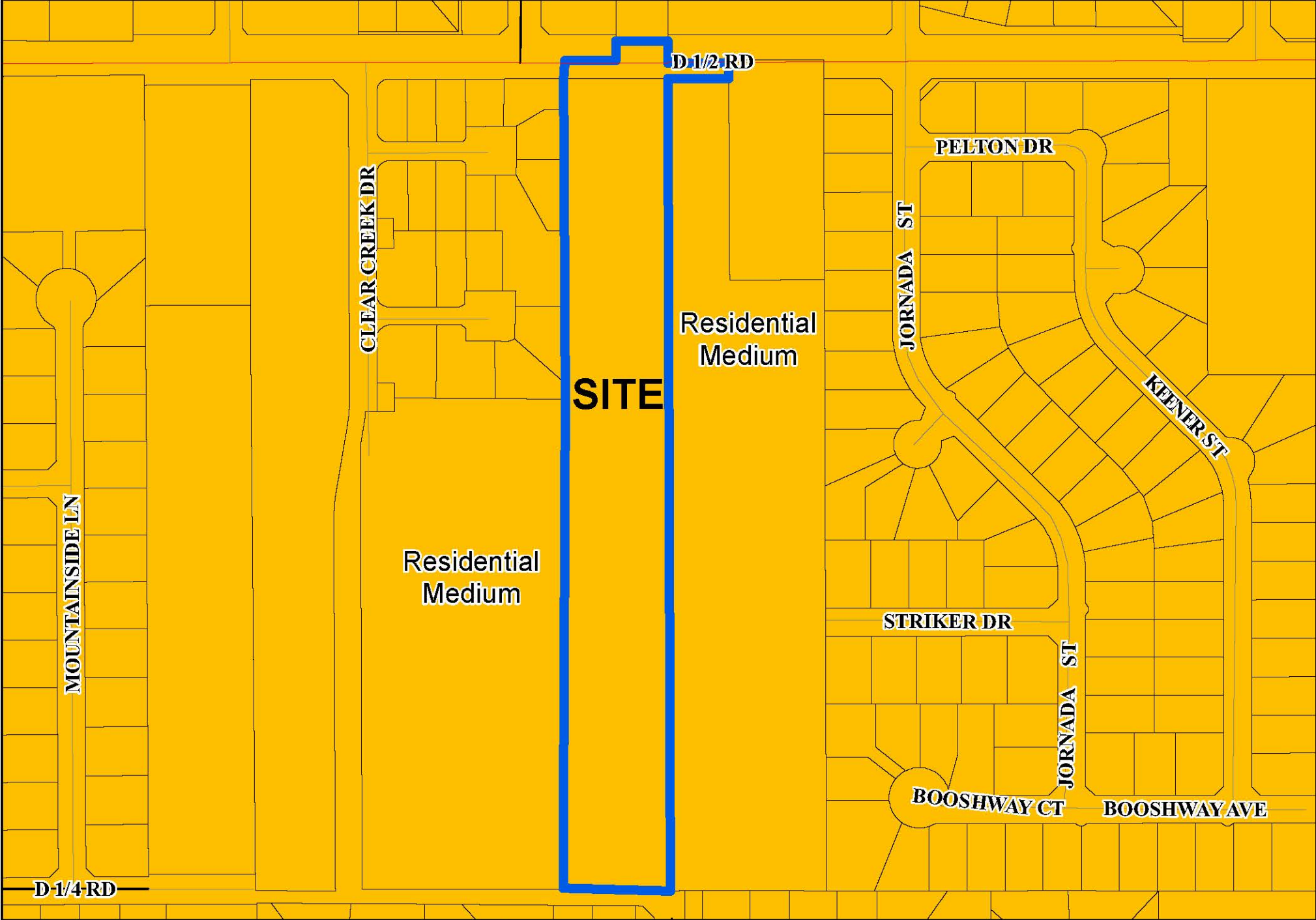
 City Limits  Annexation Boundary

Caballero Annexation



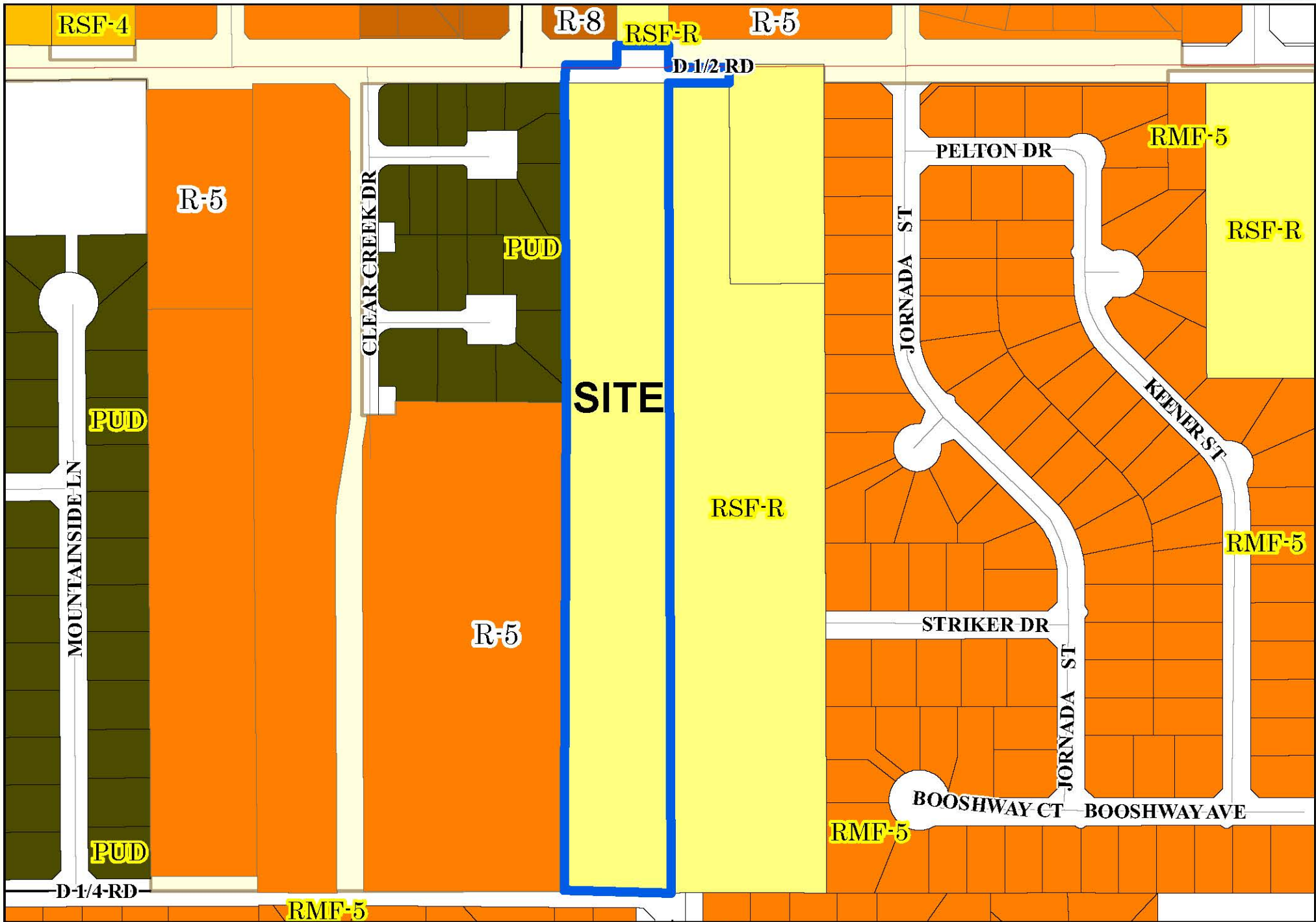
 City Limits  Annexation Boundary

Caballero Annexation - Future Land Use



 Annexation Boundary

Caballero Annexation - Zoning



CITY ZONING COUNTY ZONING  Annexation Boundary

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 2nd of August, 2017, 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**

CABALLERO ANNEXATION

LOCATED AT 3149 D 1/2 ROAD

WHEREAS, on the 2nd day of August, 2017, 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:

CABALLERO ANNEXATION

A certain parcel of land lying in the Northwest Quarter (NW 1/4), the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section 15 and assuming the North line of the NE 1/4 SW 1/4 of said Section 15 bears S 89°54'30" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°01'13" E, along the East line of the NE 1/4 SW 1/4 of said Section 15 and the West line of Fox Meadows Annexation No. 1, Ordinance No. 4687, as same is recorded with Reception No. 2751924, Public Records of Mesa County, Colorado, a distance of 5.00 feet; thence S 89°54'16" E, along the South line of said Fox Meadows Annexation No. 1, a distance of 97.01 feet; thence S 00°01'13" E, a distance of 25.00 feet to a point on the South right of way for D-1/2 Road, per deed recorded in Book 5262, Page 881, Public Records of Mesa County, Colorado; thence N 89°54'16" W, along said South right of way, a distance of 97.00 feet to a point on the East line of the NE 1/4 SW 1/4 of said Section 15; thence S 00°01'13" E, along said East line, a distance of 1,289.60 feet, more or less, to a point being the Southeast corner of the NE 1/4 SW 1/4 of said Section 15; thence N 89°54'11" W, along the South line of the NE 1/4 SW 1/4 of said Section 15, a distance of 163.75 feet, more or less, to the Southeast corner of Third Replat of Brookdale, as same is recorded in Plat Book 13, Page 411, Public Records of Mesa County, Colorado and the Southeast corner of Ingle Annexation, Ordinance No. 4149, as same is recorded in Book 4562,

Page 637, Public Records of Mesa County, Colorado; thence N 00°04'40" W, along the East line of said Third Replat of Brookdale, the East line of said Ingle Annexation and the East line of Replat of Brookdale, as same is recorded in Plat Book 13, Pages 262 and 263, Public Records of Mesa County, Colorado, a distance of 1319.59 feet, more or less, to a point on the North line of the NE 1/4 SW 1/4 of said Section 15; thence S 89°54'30" E, along said North line, a distance of 82.61 feet; thence N 00°05'30" E, a distance of 30.00 feet; thence S 89°54'30" E, along the North right of way for D-1/2 Road, per deed recorded in Book 5262, Page 884, Public Records of Mesa County, Colorado, a distance of 82.50 feet; thence S 00°05'30" W, a distance of 30.00 feet, more or less, to the Point of Beginning.

CONTAINING 221,880 Square Feet or 5.093 Acres, 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 20th day of September, 2017, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 6:00 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 _____, 2017.

Attest:

President of the Council

City Clerk

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

City Clerk

<i>DATES PUBLISHED</i>
August 4, 2017
August 11, 2017
August 18, 2017
August 25, 2017

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

CABALLERO ANNEXATION

APPROXIMATELY 5.093 ACRES

LOCATED AT 3149 D 1/2 ROAD

WHEREAS, on the 2nd day of August, 2017, 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 20th day of September, 2017; 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:

CABALLERO ANNEXATION

A certain parcel of land lying in the Northwest Quarter (NW 1/4), the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section 15 and assuming the North line of the NE 1/4 SW 1/4 of said Section 15 bears S 89°54'30" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°01'13" E, along the East line of the NE 1/4 SW 1/4 of said Section 15 and the West line of Fox Meadows Annexation No. 1, Ordinance No. 4687, as same is recorded with Reception No. 2751924, Public Records of Mesa County, Colorado, a distance of 5.00 feet; thence S 89°54'16" E, along the South line of said Fox Meadows Annexation No. 1, a distance of 97.01 feet; thence S 00°01'13" E, a distance of 25.00 feet to a point on the South right of way for D-1/2 Road, per deed recorded in Book 5262, Page 881, Public Records of Mesa County, Colorado;

thence N 89°54'16" W, along said South right of way, a distance of 97.00 feet to a point on the East line of the NE 1/4 SW 1/4 of said Section 15; thence S 00°01'13" E, along said East line, a distance of 1,289.60 feet, more or less, to a point being the Southeast corner of the NE 1/4 SW 1/4 of said Section 15; thence N 89°54'11" W, along the South line of the NE 1/4 SW 1/4 of said Section 15, a distance of 163.75 feet, more or less, to the Southeast corner of Third Replat of Brookdale, as same is recorded in Plat Book 13, Page 411, Public Records of Mesa County, Colorado and the Southeast corner of Ingle Annexation, Ordinance No. 4149, as same is recorded in Book 4562, Page 637, Public Records of Mesa County, Colorado; thence N 00°04'40" W, along the East line of said Third Replat of Brookdale, the East line of said Ingle Annexation and the East line of Replat of Brookdale, as same is recorded in Plat Book 13, Pages 262 and 263, Public Records of Mesa County, Colorado, a distance of 1319.59 feet, more or less, to a point on the North line of the NE 1/4 SW 1/4 of said Section 15; thence S 89°54'30" E, along said North line, a distance of 82.61 feet; thence N 00°05'30" E, a distance of 30.00 feet; thence S 89°54'30" E, along the North right of way for D-1/2 Road, per deed recorded in Book 5262, Page 884, Public Records of Mesa County, Colorado, a distance of 82.50 feet; thence S 00°05'30" W, a distance of 30.00 feet, more or less, to the Point of Beginning.

CONTAINING 221,880 Square Feet or 5.093 Acres, 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 _____, 2017 and ordered published in pamphlet form.

ADOPTED on second reading the ____ day of _____, 2017 and ordered published in pamphlet form.

Attest:

President of the Council

City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: August 2, 2017

Presented By: Scott Hockins, Purchasing Supervisor

Department: Finance

Submitted By: Scott Hockins, Purchasing Supervisor

Information

SUBJECT:

Resolution Authorizing a Telecommunication Facility at Canyon View Park

RECOMMENDATION:

Staff recommends the City enter into a contract with Verizon Wireless for a cellular facility on the Canyon View Park property.

EXECUTIVE SUMMARY:

Verizon Wireless has identified City-owned Canyon View Park as a possible new telecommunications facility to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls. The proposed light stanchion tower is a replacement of an existing sports light pole with an additional 10 foot-tall antenna and a small structure on the outside of the dog park.

BACKGROUND OR DETAILED INFORMATION:

In May 2014, the Grand Junction City Council adopted a three to five-year Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP.

In June 2016, City Council adopted a Wireless Master Plan (WMP) to serve as

a general planning tool to limit unnecessary proliferation of wireless infrastructure while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community. The WMP identifies areas where coverage is needed, and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. It includes siting standards and preferences for new communication facilities to ensure compatibility with the community and neighborhood character(s).

The WMP identifies “priority sites” in the community that can provide a location for future wireless facilities in underserved areas. These priority sites must meet general criteria of a minimum size of one acre, have vehicular access to an improved right-of-way, have access to utilities and the property must be outside of the 100-year floodplain. These priority sites were vetted as part of the WMP public process. The Canyon View Park property owned by the City of Grand Junction, is identified as one of these “priority sites”. The proposed facility is to construct a "Dual Purpose" facility using a light stanchion as the structure. The proposed facility is allowed under the CSR zoning.

Verizon Wireless has identified Canyon View Park as a good location for a telecommunications facility needed to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls. This City property is located at the Northern border of the property, behind the softball fields along I-70 within the City limits. Surrounding land uses include a Church to the Northwest.

As a Dual Purpose facility, the proposed light stanchion tower is a replacement of an existing sports light pole with an additional 10 foot-tall antenna and a small structure on the outside of the dog park. The design for the site respects and helps blend the facilities into the surrounding cityscape. Therefore, the Verizon proposal meets the framework and standards of the WMP.

Public property provides a stable platform for wireless companies and the compensation received for the tower lease can support the telecommunications needs of the City and help to control costs of public communications facilities. The Comprehensive Plan’s Future Land Use Map (attached) identifies growth opportunities and density increases for this area as Grand Junction grows over the next 25 years.

FISCAL IMPACT:

Verizon Wireless will pay the City \$13,500 per year, to be paid in equal monthly installments. The initial term will be for 5 years, and will include 4 additional 5-year

terms. The annual rent for each 5 year extension term will be increased by 10%. This revenue will be accounted for in the General Fund.

The City reserves the right to lease additional ground space for other carriers' ground equipment needed to support their co-located antenna(s) on the tower.

SUGGESTED MOTION:

I move to adopt Resolution No. 42-17 - A Resolution Authorizing the City Manager to Enter into the Option and Land Lease Agreement with Verizon Wireless for the Placement of a Concealed Wireless Telecommunication Tower on the Canyon View Park Property Located at 728 24 Road.

Attachments

1. Verizon - Site Drawings
2. Future Land Use Map
3. Land Lease Agreement
4. Memorandum of Land Lease Agreement
5. Resolution

PROJECT DATA

SITE NAME: C03 CAPROCK
ADDRESS: 730 24 RD, GRAND JUNCTION, CO 81505
 LATITUDE: 39° 06' 47.63"
 LONGITUDE: 108° 36' 21.43"

JURISDICTION: GRAND JUNCTION
BUILDING CODE: 2012 IBC

VERIZON PROJECT #:

PROJ. SUMMARY: PROPOSED 60' TOWER AT CANYON VIEW PARK; LIGHT POLE REPLACEMENT AT BASEBALL FIELD. REPLACE TOWER/FOUNDATION OF EXISTING POLE, AND RELOCATE CITY BALL LIGHT AT THE SAME MOUNT LEVEL. VERIZON TO EXTEND APPROXIMATELY 10' OVER THE LIGHTS FOR ANTENNA SPACE. TOWER TO ACCOMMODATE 2ND CARRIER, STRUCTURALLY FOR A 2ND CARRIER

CODE INFORMATION:

PROPOSED CONSTRUCTION

CONSTRUCTION TYPE:	N/A
OCCUPANCY:	B-UNMANNED
STRUCTURE HEIGHT: (T.O. MONOPOLE)	60' A.G.L.
STRUCTURE HEIGHT: (T.O. EQUIP PLATFORM)	12'-1 3/4" A.G.L.
NO. STORIES:	ONE (1)
GROSS BUILDING AREA:	200 S.F.
OCCUPANT LOAD:	2 / UNMANNED
BUILDING CODE:	2012 IBC
ELEVATION:	4584'

PROJECT CONTACTS

ARCHITECT:
 T-REX ARCHITEX
 146 MADISON ST.
 SUITE 200
 DENVER, CO 80206

DONI MITCHELL
 303-388-2918

VERIZON WIRELESS CONSTRUCTION MANAGER:

3131 SOUTH VAUGHN WAY
 AURORA, CO 80014

MIKE GIOVANNI
 303-873-2620

VERIZON WIRELESS RF ENGINEER:

3131 SOUTH VAUGHN WAY
 AURORA, CO 80014

BRYAN EICENS
 303-873-2704

STRUCTURAL:

STUDIO 818 ENGINEERING
 3222 TEJON ST.
 STUDIO F
 DENVER, CO 80211

CODY BOHALL
 303-255-3664

ELECTRICAL:

KAZIN & ASSOCIATES
 9364 TEDDY LANE
 SUITE 101
 LONE TREE, CO 80124

DAVID KAZIN
 720-489-1609 X101

OWNER:
 CITY OF GRAND JUNCTION
 2529 HIGH COUNTRY CT,
 GRAND JUNCTION, CO

MARK MANCUSO
 970-254-3850

ZONING:
 CENTERLINE SOLUTIONS, LLC
 16360 TABLE MOUNTAIN
 PARKWAY
 GOLDEN, CO 80403

CHRIS STALEY
 303-471-3365

SURVEYOR:
 ALTURA SURVEYING, INC.
 6551 S. REVERE PKWY.
 SUITE 165
 CENTENNIAL, CO 80111

JESSE LUGO
 303-488-1303

CO3-CAPROCK

CELLULAR SITE ZONING DRAWINGS



VICINITY MAP
 SCALE: NTS

SYMBOL & MATERIAL LEGEND

	SECTION INDICATOR		POWER POLE		CHAIN LINK FENCE
	ELEVATION INDICATOR		BENCHMARK		MASONRY
	DETAIL INDICATOR		REVISION		CONCRETE
	PROPERTY LINE		DOOR TAG		EARTH
	SETBACK OR EASEMENT		WINDOW TAG		GRAVEL
	WATER LINE		WALL TYPE		PLYWOOD OR OSB
	GAS LINE		CONTRACTOR VERIFY		SAND
	ELECTRICAL		PLUS OR MINUS		STEEL
	TELCO		CENTER-LINE		CMU
	FENCE		PLATE		RIGID INSULATION
	PROPERTY CORNER		WOOD CONT.		ARCHITECTURAL WOODWORK
	GRAPHIC SCALE		WOOD BLOCKING		BBU BASE BAND UNIT
			ELEVATION TAG HEIGHT CALLOUT		OVV OVER-VOLTAGE PROTECTION
			SPOT ELEVATION		PDF POWER DISTRIBUTION FRAME
					RRH REMOTE RADIO HEAD

GENERAL NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS RELATED TO THIS WORK PRIOR TO COMMENCING CONSTRUCTION AND VISIT THE SITE AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE DOCUMENTS AND ACTUAL CONDITIONS. THE CONTRACTOR SHALL OBTAIN WRITTEN CLARIFICATION FROM THE ARCHITECT PRIOR TO PROCEEDING WITH ANY WORK.
2. THIS SET OF PLANS IS INTENDED TO BE USED FOR DIAGRAMMATIC PURPOSES ONLY. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE.
3. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL COMPLY WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES OF ALL GOVERNING JURISDICTIONS. CONTRACTOR SHALL POST ALL NOTICES, SECURE ALL PERMITS, AND COMPLY WITH ALL LAWS, RULES, REGULATIONS AND LAWFUL ORDERS BEARING ON THE PERFORMANCE OF THE WORK.
4. THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION AND SHALL SUPERVISE AND DIRECT THE PROJECT ACCORDINGLY. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES FOR ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
5. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION, PATCH AND REPAIR ALL DAMAGED ITEMS. RESTORE EACH DISTURBED AREA TO PRE-CONSTRUCTION CONDITION.
6. THE WORK DESCRIBED BY THE DRAWINGS OF ANY ONE DISCIPLINE MAY BE AFFECTED AND REQUIRE REFERENCE TO THE WORK DESCRIBED ON DRAWINGS OF ANOTHER DISCIPLINE. IT IS THE CONTRACTORS RESPONSIBILITY TO REVIEW AND COORDINATE THE WORK OF ALL SUB-CONTRACTORS, TRADES, AND / OR SUPPLIERS PRIOR TO COMMENCING CONSTRUCTION TO INSURE THAT ALL PARTIES ARE AWARE OF OVERLAPPING REQUIREMENTS.
7. ALL INTERRUPTED SYSTEMS SHALL BE COORDINATED WITH APPROPRIATE AUTHORITIES AND RESTORED TO ORIGINAL CONDITION AND OPERATION.
8. ALL DEMOLISHED ITEMS ARE TO BE REMOVED COMPLETELY FROM THE SITE.
9. CALL 3-DAYS BEFORE YOU DIG ! NOTIFICATION HOTLINE: 1-800-922-1977 or 811

INDEX OF DRAWINGS

T10	TITLE SHEET
LS1	SITE SURVEY
LS1	SITE SURVEY
Z10	SITE PLAN / CABLE LENGTHS
Z11	ENLARGED SITE PLANS / DIAGRAM
Z12	ENLARGED PLANS
Z2.0	ELEVATIONS
Z3.0	IMAGES / DETAILS

APPROVAL

THIS SPACE IS RESERVED FOR SIGNATURES OF INVOLVED PARTIES TO INDICATE THAT THEY HAVE REVIEWED THE ACCOMPANYING DOCUMENTS AND HAVE APPROVED THEM. CHANGES INITIATED AFTER APPROVALS HAVE BEEN GIVEN MAY RESULT IN ADDITIONAL DESIGN OR CONSTRUCTION COSTS.

Owner	_____	Date	_____
Mike Giovanni - Construction Manager	_____	Date	_____
	_____	Date	_____

STAMP

PRELIMINARY
 NOT FOR CONSTRUCTION



DRAWINGS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owners use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project or for the completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

PROJECT FOR



DATE ISSUED

JUNE 19, 2017

DATE	ISSUED AS
----	ZD APPROVAL
----	CD PRELIMINARY / REVIEW
----	BID SETS
----	PERMIT SUBMITTED

DATE	REVISIONS
6-19-17	ZONING DOCUMENTS
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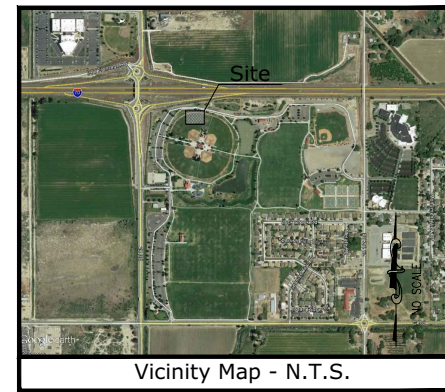
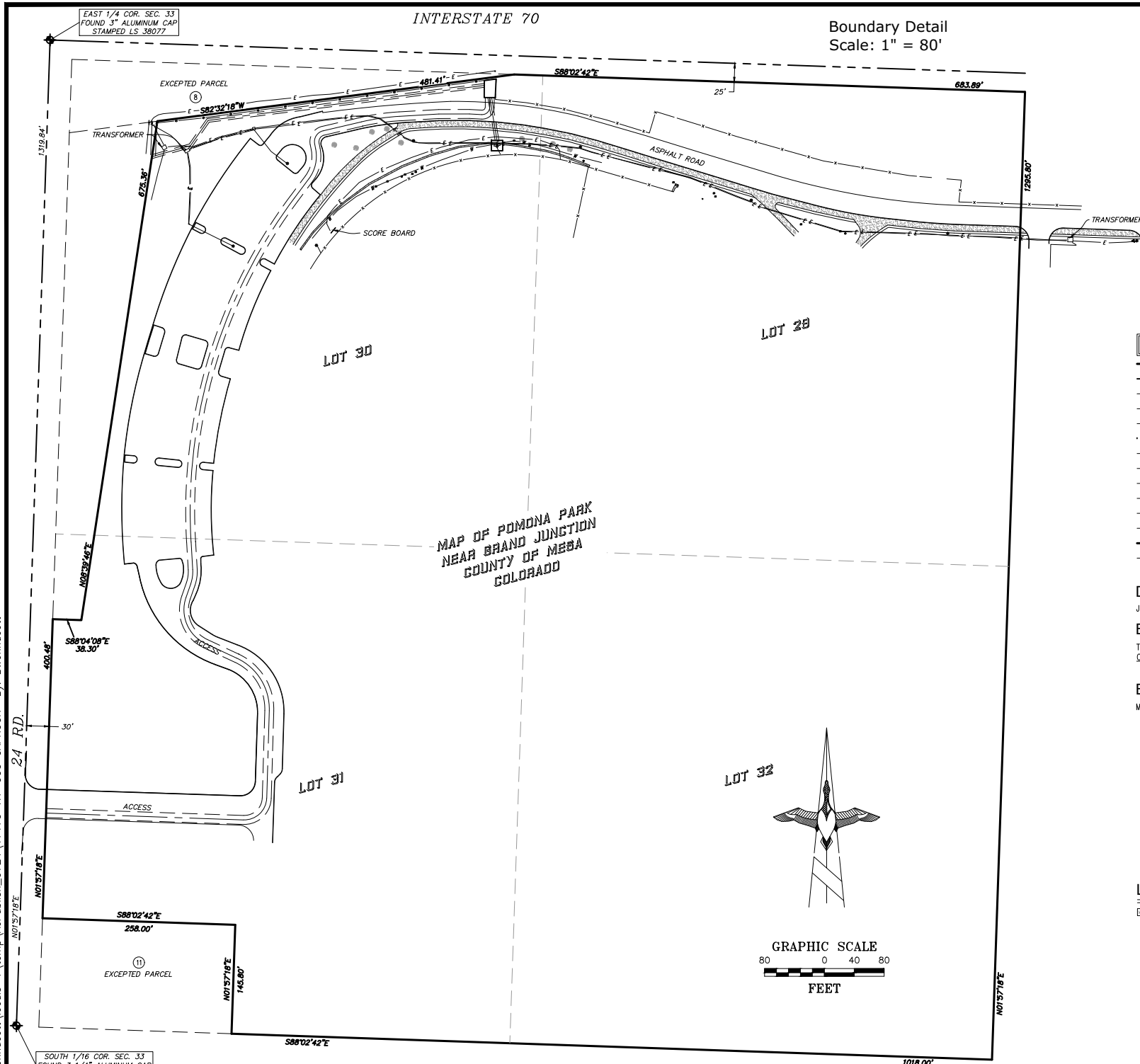
PROJECT NAME
C03-CAPROCK

CELL SITE
ZD'S - ALT. #1
 730 24 RD, GRAND JUNCTION,
 CO 81505

COUNTY OF MESA
 STATE OF COLORADO

T1.0
 1 OF 1

Last Saved On: 6-08-17 At: 05:05pm As: C:\Users\bwonnacott\localis~1\temp\AcPublish_9724\17173-R1-C03-CAPROCK By: BWonnacott



LINE LEGEND	
	= SUBJECT PARCEL BOUNDARY LINES
	= SECTION LINES
	= ADJOINING PARCEL BOUNDARY LINES
	= EASEMENT LINES
	= RIGHT OF WAY LINES
	= FLOOD PLANE LINES
	= BARBED WIRE FENCE
	= CHAINLINK FENCE
	= UNDERGROUND ELECTRIC LINES
	= UNDERGROUND GAS LINES
	= OVERHEAD ELECTRIC LINES
	= UNDERGROUND SANITARY SEWER LINES
	= UNDERGROUND TELEPHONE LINES
	= UNDERGROUND WATER LINES

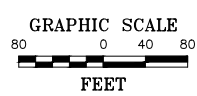
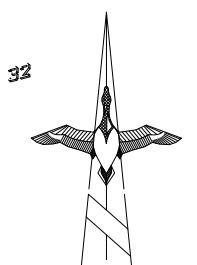
Date of Survey
JUNE 1, 2017

Basis of Bearings

THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD83).
CLASSIFICATION: MINIMUM GEOMETRIC ACCURACY STANDARD
THIRD 5.0 cm ± 1: 10,000

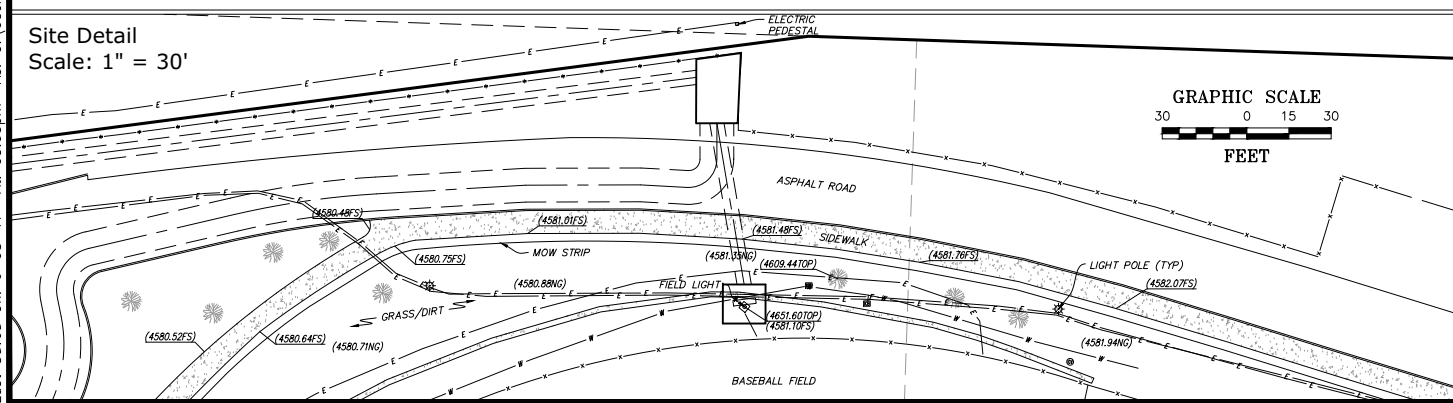
Bench Mark

MESA COUNTY CONTROL POINT "10710", ELEVATION = 4571.61 FEET (NAVD 88)



Legend

	CONCRETE PAVEMENT		NATURAL GROUND
	CONIFEROUS TREE		PARKING BOLLARD
	DIAMETER		POINT OF BEGINNING
	DECIDUOUS TREE		POINT OF COMMENCEMENT
	EDGE OF ASPHALT		OVERHEAD ELECTRIC LINE
	FINISHED FLOOR		POWER POLE
	FINISH SURFACE		PROPERTY LINE
	FIRE HYDRANT		RIGHT OF WAY
	FLOW LINE		SEWER MANHOLE
	FOUND MONUMENT AS NOTED		SIGN POST
	FOUND SECTION MONUMENT		STREET LIGHT STANDARD
	GEOGRAPHIC LOCATION		TELEPHONE PEDESTAL
	GAS METER		TYPICAL
	IRRIGATION CONTROL VALVE		WATER METER
			WATER VALVE



Underground Utility Note:

BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH ALTURA LAND CONSULTANTS, LLC, OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE VERIFIED BY FIELD POTHOLING. ALTURA LAND CONSULTANTS, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.

Title Report

PREPARED BY: US TITLE SOLUTIONS
ORDER NO.: 56884-001703-5034
EFFECTIVE DATE: APRIL 3, 2017

Legal Description

LOTS 29, 30, 31, AND 32 AND THAT PART OF LOT 28 WHICH LIES WEST OF THE WASH WHICH CUTS SAID LOT 28, ALL IN POMONA PARK,
EXCEPT THAT PART CONVEYED TO COLORADO DEPARTMENT OF HIGHWAYS BY INSTRUMENT RECORDED DECEMBER 26, 1963 IN BOOK 861 AT PAGE 279,
AND EXCEPT BEGINNING AT THE SOUTHWEST CORNER OF LOT 31 OF THE POMONA PARK AND RUNNING THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 31 A DISTANCE OF 145.80 FEET, THENCE EAST 258.00 FEET, THENCE SOUTH 145.80 FEET TO THE SOUTH BOUNDARY OF LOT 31, THENCE WEST 258.00 FEET TO THE POINT OF BEGINNING, ALL IN MESA COUNTY, COLORADO
TOGETHER WITH ANY AND ALL WATER, WATER RIGHTS, DITCHES AND DITCH RIGHTS-OF-WAY THEREUNTO APPERTAINING AND/OR USED IN CONNECTION THEREWITH.

Assessor's Parcel No.

2701-333-00-150

Easements

- EASEMENT BY J.W. REYNOLDS AND MRS. J.W. REYNOLDS, HIS WIFE AND C.E. REYNOLDS TO THE GRAND JUNCTION AND GRAND RIVER VALLEY RAILWAY COMPANY, DATED 4/12/1910 RECORDED 4/21/1910 IN BOOK B125 PAGE 419.
NOTES: EASEMENT FOR ELECTRIC RAILWAY (DOES NOT AFFECT SUBJECT PROPERTY).
- AGREEMENT BY LEONARD LONG AND PALLAS V. LONG TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, DATED 11/18/1963 RECORDED 12/26/1963 IN BOOK B861 PAGE 282.
NOTES: RIGHTS OF ACCESS. (PLOTTED HEREON).
- PATENT RECORDED 9/9/1890 IN BOOK 11 PAGE 50. (BLANKET IN NATURE).
- MAP OF POMONA PARK NEAR GRAND JUNCTION, COLO. RECORDED 10/26/1891 IN INSTRUMENT NO. 12485. (NO EASEMENTS SHOWN ON PLAT).
- AGREEMENT FOR RIGHT OF FIRST REFUSAL DATED 11/8/1993 RECORDED 12/10/1993 IN BOOK 2032 PAGE 621. (PLOTTED HEREON).
- AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, COLORADO DATED 2/1/1995 RECORDED 4/13/1995 IN BOOK 2138 PAGE 814. (BLANKET IN NATURE).

Lease Area/Access & Utility Easements

SEE SHEET LS2

Certificate of Survey

THIS IS TO CERTIFY THAT THIS TOPOGRAPHIC MAP AND IMPROVEMENTS SHOWN ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JESUS A. LUGO, PLS 38081

THIS DOES NOT REPRESENT A MONUMENTED SURVEY. REFERENCE IS MADE TO A COMMITMENT FOR TITLE INSURANCE, NUMBER 56884-001703-5034, ISSUED BY US TITLE SOLUTIONS; AND HAVING AN EFFECTIVE DATE OF APRIL 3, 2017. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THE LESSOR'S LEGAL DESCRIPTION AND RECORD BOUNDARY ARE SHOWN HEREON FOR REFERENCE ONLY.
THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE LESSOR'S PROPERTY.

REVISIONS	DATE	APPROVED	DATE
0	6/2/17	JT	
1	6/7/17	JT	

650 S. Peoria Blvd., Suite 105
Aurora, CO 80016
Phone: (720) 488-1003 • Fax: (720) 488-1008
Drawn By: JT
Job No.: 17173

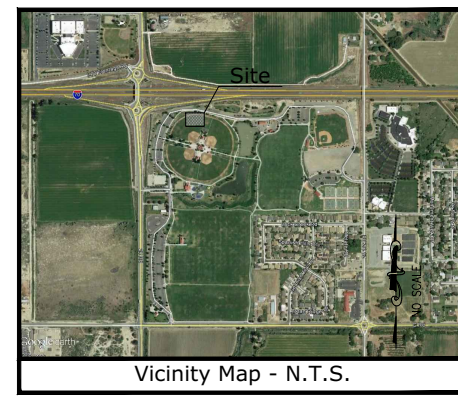
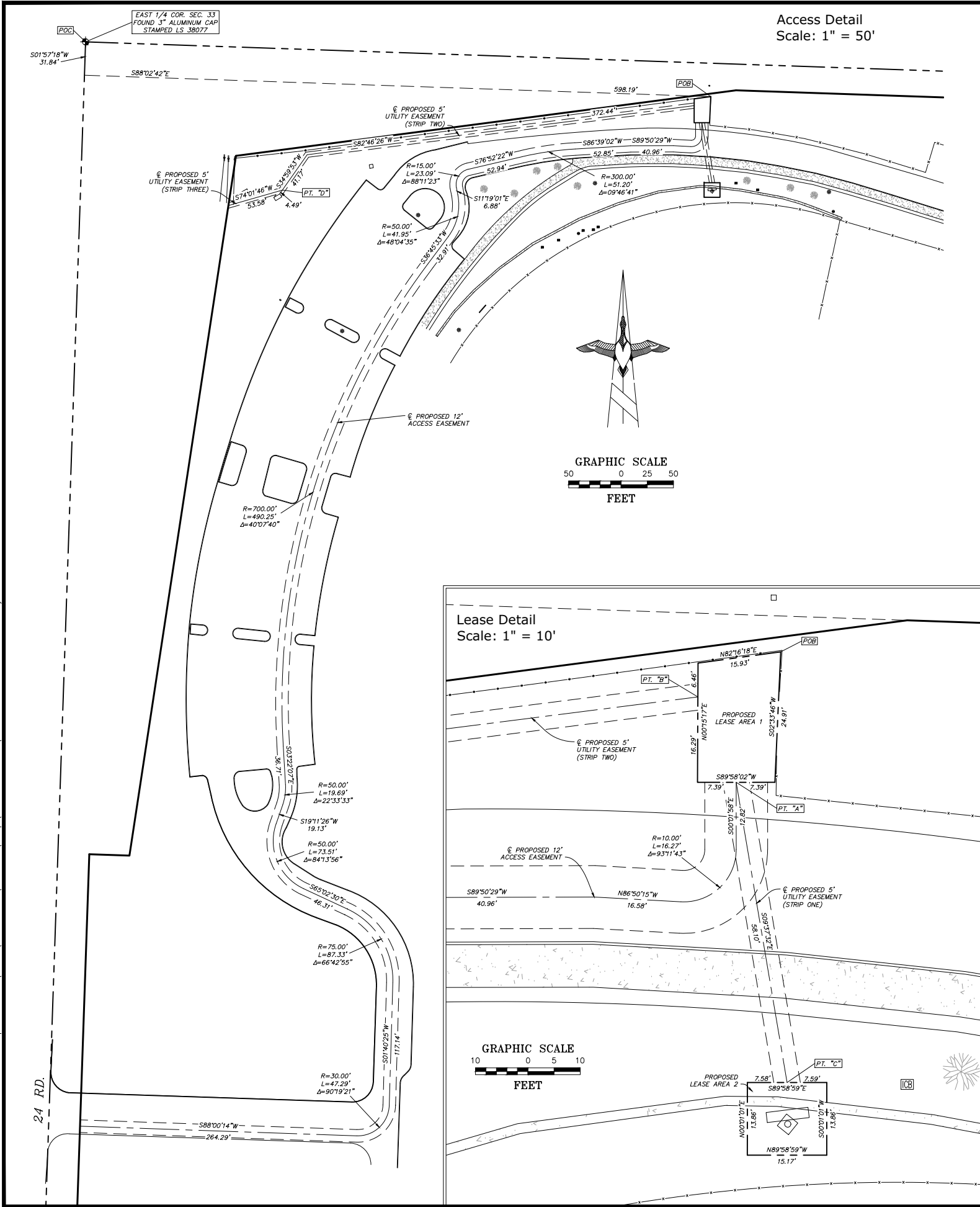
144 Meadows Street
Aurora, CO 80014

3131 S. Vaughn Way, Suite 550
Aurora, CO 80014
(949) 222-7000

C03 CAPROCK

728 24 RD.
GRAND JUNCTION, CO. 81505
COUNTY OF MESA
TOPOGRAPHIC SURVEY

LS1



LINE LEGEND

	= SUBJECT PARCEL BOUNDARY LINES
	= SECTION LINES
	= ADJOINING PARCEL BOUNDARY LINES
	= EASEMENT LINES
	= RIGHT OF WAY LINES
	= FLOOD PLANE LINES
	= BARBED WIRE FENCE
	= CHAINLINK FENCE
	= UNDERGROUND ELECTRIC LINES
	= UNDERGROUND GAS LINES
	= OVERHEAD ELECTRIC LINES
	= UNDERGROUND SANITARY SEWER LINES
	= UNDERGROUND TELEPHONE LINES
	= UNDERGROUND WATER LINES

Date of Survey
JUNE 1, 2017

Basis of Bearings
THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD83).
CLASSIFICATION: MINIMUM GEOMETRIC ACCURACY STANDARD
THIRD 5.0 cm ± 1: 10,000

Bench Mark
MESA COUNTY CONTROL POINT "0710", ELEVATION = 4571.61 FEET (NAVD 88)

Legend

	CONCRETE PAVEMENT		NATURAL GROUND
	CONIFEROUS TREE		PARKING BOLLARD
	DIAMETER		POINT OF BEGINNING
	DECIDUOUS TREE		POINT OF COMMENCEMENT
	EDGE OF ASPHALT		OVERHEAD ELECTRIC LINE
	FINISHED FLOOR		POWER POLE
	FINISH SURFACE		PROPERTY LINE
	FIRE HYDRANT		RIGHT OF WAY
	FLOW LINE		SEWER MANHOLE
	FOUND MONUMENT AS NOTED		SIGN POST
	FOUND SECTION MONUMENT		STREET LIGHT STANDARD
	GEOGRAPHIC LOCATION		TELEPHONE PEDESTAL
	GAS METER		TYPICAL
	IRRIGATION CONTROL VALVE		WATER METER
			WATER VALVE

Underground Utility Note:
BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH ALTURA LAND CONSULTANTS, LLC. OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE VERIFIED BY FIELD POT-HOLING. ALTURA LAND CONSULTANTS, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.

Title Report
PREPARED BY: US TITLE SOLUTIONS
ORDER NO.: 56884-001703-5034
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Legal Description

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EXCEPT THAT PART CONVEYED TO COLORADO DEPARTMENT OF HIGHWAYS BY INSTRUMENT RECORDED DECEMBER 26, 1963 IN BOOK 861 AT PAGE 279,
AND EXCEPT BEGINNING AT THE SOUTHWEST CORNER OF LOT 31 OF THE POMONA PARK AND RUNNING THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 31 A DISTANCE OF 145.80 FEET, THENCE EAST 258.00 FEET, THENCE SOUTH 145.80 FEET TO THE SOUTH BOUNDARY OF LOT 31, THENCE WEST 258.00 FEET TO THE POINT OF BEGINNING, ALL IN MESA COUNTY, COLORADO
TOGETHER WITH ANY AND ALL WATER, WATER RIGHTS, DITCHES AND DITCH RIGHTS-OF-WAY THEREUNTO APPERTAINING AND/OR USED IN CONNECTION THEREWITH.

Assessor's Parcel No.
2701-333-00-150

Easements
SEE SHEET LS1

Lease Area/Access & Utility Easements

LEASE AREA 1
BEING A TELECOMMUNICATIONS LEASE PARCEL LYING WITHIN A PORTION OF LOT 30, IN POMONA PARK, COUNTY OF MESA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 33; THENCE ALONG THE EAST LINE OF SAID SECTION, 501'57'18"W, 31.84 FEET; THENCE S88'02'42"E, 598.19 FEET TO THE POINT OF BEGINNING; THENCE S02'33'46"W, 24.91 FEET; THENCE S89'58'02"W, 7.39 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING S89'58'02"E, 7.39 FEET; THENCE N00'15'17"E, 16.29 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING N00'15'17"E, 6.46 FEET; THENCE N82'16'18"E, 15.93 FEET TO THE POINT OF BEGINNING.
CONTAINING 363 SQ. FT. OR 0.008 ACRES MORE OR LESS.
ACCESS EASEMENT
BEING A STRIP OF LAND 12.00 FEET IN WIDTH LYING WITHIN A PORTION OF LOTS 30 & 31, IN POMONA PARK, COUNTY OF MESA, STATE OF COLORADO, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE S00'01'58"E, 12.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93'11'43", AN ARC LENGTH OF 16.27 FEET; THENCE N86'50'15"W, 16.58 FEET; THENCE S89'50'29"W, 40.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09'46'41", AN ARC LENGTH OF 15.20 FEET; THENCE S76'52'22"W, 52.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88'11'23", AN ARC LENGTH OF 23.09 FEET; THENCE S11'19'01"E, 6.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48'04'35", AN ARC LENGTH OF 41.95 FEET; THENCE S36'45'33"W, 32.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40'07'40", AN ARC LENGTH OF 490.25 FEET; THENCE S03'22'07"E, 36.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22'33'33", AN ARC LENGTH OF 19.69 FEET; THENCE S19'11'26"W, 19.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84'13'56", AN ARC LENGTH OF 73.51 FEET; THENCE S65'02'30"E, 46.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66'42'55", AN ARC LENGTH OF 87.33 FEET; THENCE S01'40'25"W, 117.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90'19'21", AN ARC LENGTH OF 47.29 FEET; THENCE S88'00'14"W, 264.29 FEET TO THE RIGHT-OF-WAY OF 24 ROAD AND THE END OF SAID STRIP OF LAND.
EXCEPT ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF 24 ROAD.

LEASE AREA 2
BEING A TELECOMMUNICATIONS LEASE PARCEL LYING WITHIN A PORTION OF LOT 30, IN POMONA PARK, COUNTY OF MESA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 33; THENCE ALONG THE EAST LINE OF SAID SECTION, 501'57'18"W, 31.84 FEET; THENCE S88'02'42"E, 598.19 FEET TO THE POINT OF BEGINNING; THENCE S02'33'46"W, 24.91 FEET; THENCE S89'58'02"W, 7.39 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING S89'58'02"E, 7.39 FEET; THENCE N00'15'17"E, 16.29 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING N00'15'17"E, 6.46 FEET; THENCE N82'16'18"E, 15.93 FEET TO THE POINT OF BEGINNING.
CONTAINING 210 SQ. FT. OR 0.004 ACRES MORE OR LESS.

LEASE AREA 3
BEING THREE STRIPS OF LAND 5.00 FEET IN WIDTH LYING WITHIN A PORTION OF LOT 30, IN POMONA PARK, COUNTY OF MESA, STATE OF COLORADO, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:
(STRIP ONE)
BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE S09'37'32"E, 58.10 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C" AND THE END OF SAID STRIP OF LAND.
(STRIP TWO)
BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE S82'46'26"W, 372.44 FEET; THENCE S34'59'53"W, 41.17 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE CONTINUING S34'59'53"W, 4.49 FEET TO THE END OF SAID STRIP OF LAND.
(STRIP THREE)
BEGINNING AT POINT "D" AS DESCRIBED ABOVE; THENCE S74'01'46"W, 53.58 FEET TO THE END OF SAID STRIP OF LAND.

SIDELINES OF SAID STRIPS OF LAND ARE TO BE LENGTHENED AND/OR SHORTENED TO PREVENT GAPS AND/OR OVERLAPS.

DEPT	APPROVED	DATE
A&C	RE	
	RF	
	INT	
	EE	IN
	OPS	
	EE	OUT

Engineer/Consultant:
ALTURA
LAND CONSULTANTS
650 S. Peoria Blvd., Suite 105
Aurora, CO 80014
Phone: (720) 488-1000 - Fax: (720) 488-1008
Drawn By: JT
Job No.: 17173

Architect:
Rex
Architects
144 Madison Street
Aurora, CO 80014

verizon wireless
3131 S. Vaughn Way, Suite 550
Aurora, CO 80014
(949) 222-7000

C03 CAPROCK
728 24 RD.
GRAND JUNCTION, CO. 81505
COUNTY OF MESA
TOPOGRAPHIC SURVEY

REVISIONS	6/2/17	SUBMITTAL
0	JT	ADDED LEASE AREAS
1	JT	

Sheet:
LS2

POWER CABLE LENGTH

FROM PDF TO BASE OVP'S (LOWER)					
POWER	SECTOR	TYPE	LENGTH	QTY	TOTAL
	N/A	DC PAIR	10'	2	20'

HYBRID CABLE LENGTHS

FROM BASE OVP'S (LOWER) TO BASE OVP'S (UPPER)						
MAIN TRUNKS	SECTOR	TYPE	SIZE	LENGTH	QTY	TOTAL
	N/A	6x12	1 1/2"	154'	2	308'

FROM BASE OVP (UPPER) TO RRH'S

RRH JUMPIERS	SECTOR	TYPE	SIZE	LENGTH	QTY	TOTAL
	X-SECTOR	IX1	1/2"	12'	4	48'
	Y-SECTOR	IX1	1/2"	8'	4	32'
	Z-SECTOR	IX1	1/2"	8'	4	32'
						TOTAL 112'

COAXIAL CABLE LENGTHS

FROM RRH'S TO ANTENNAS						
ANTENNA JUMPIERS	SECTOR	TYPE	SIZE	LENGTH	QTY	TOTAL
	X-SECTOR	LDF4-50A	1/2"	6'	12	72'
	Y-SECTOR	LDF4-50A	1/2"	6'	12	72'
	Z-SECTOR	LDF4-50A	1/2"	6'	12	72'
						TOTAL 216'

POWER LENGTH

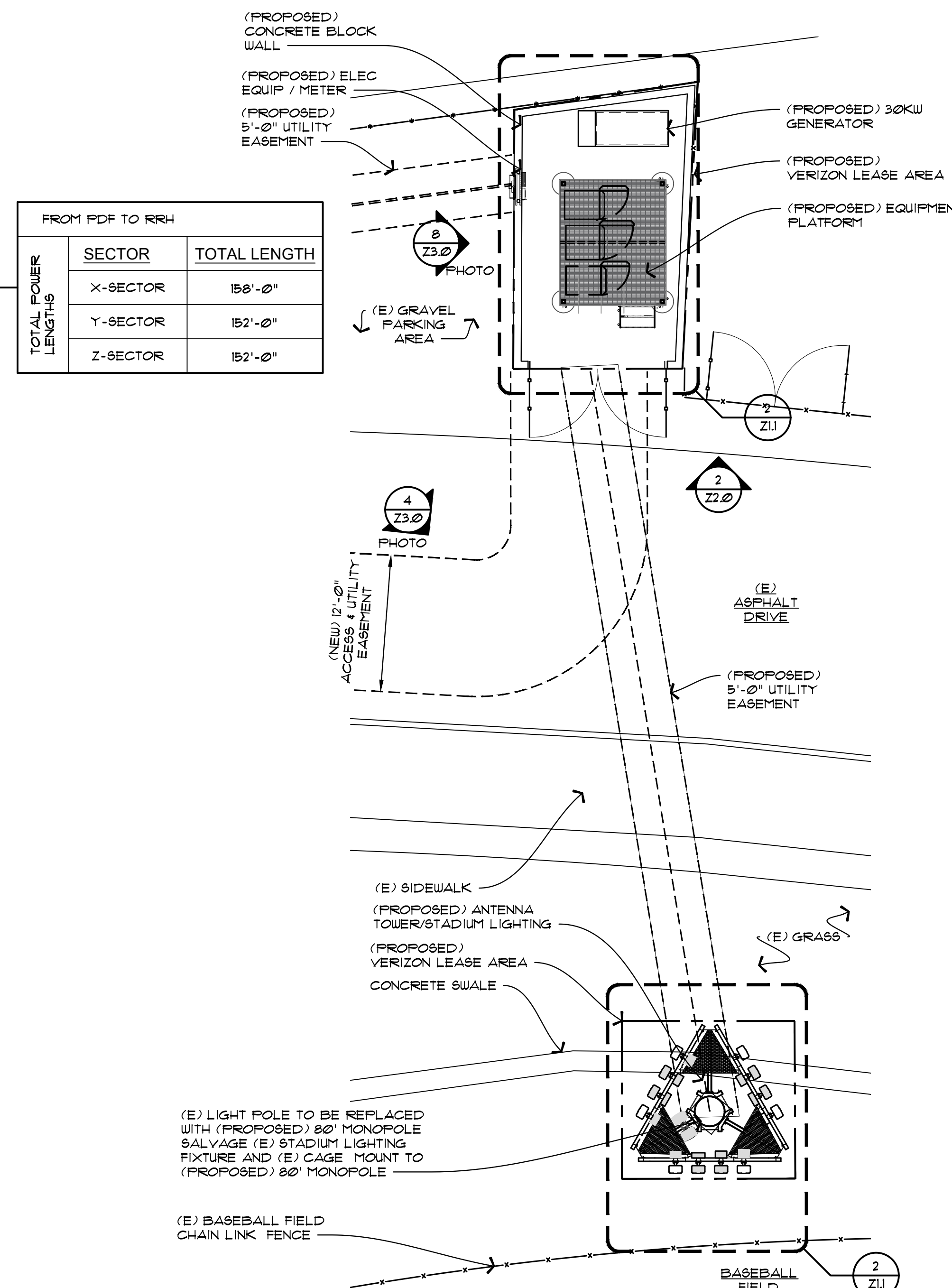
FROM (E) TRANSFORMER TO PANEL ON EQUIPMENT CABINETS

LOCATION	LENGTH
FROM TRANSFORMER TO ELEC. METER	425'
FROM ELEC. METER TO CABINET PANEL	18'
TOTAL	443' ± 10% = 481'

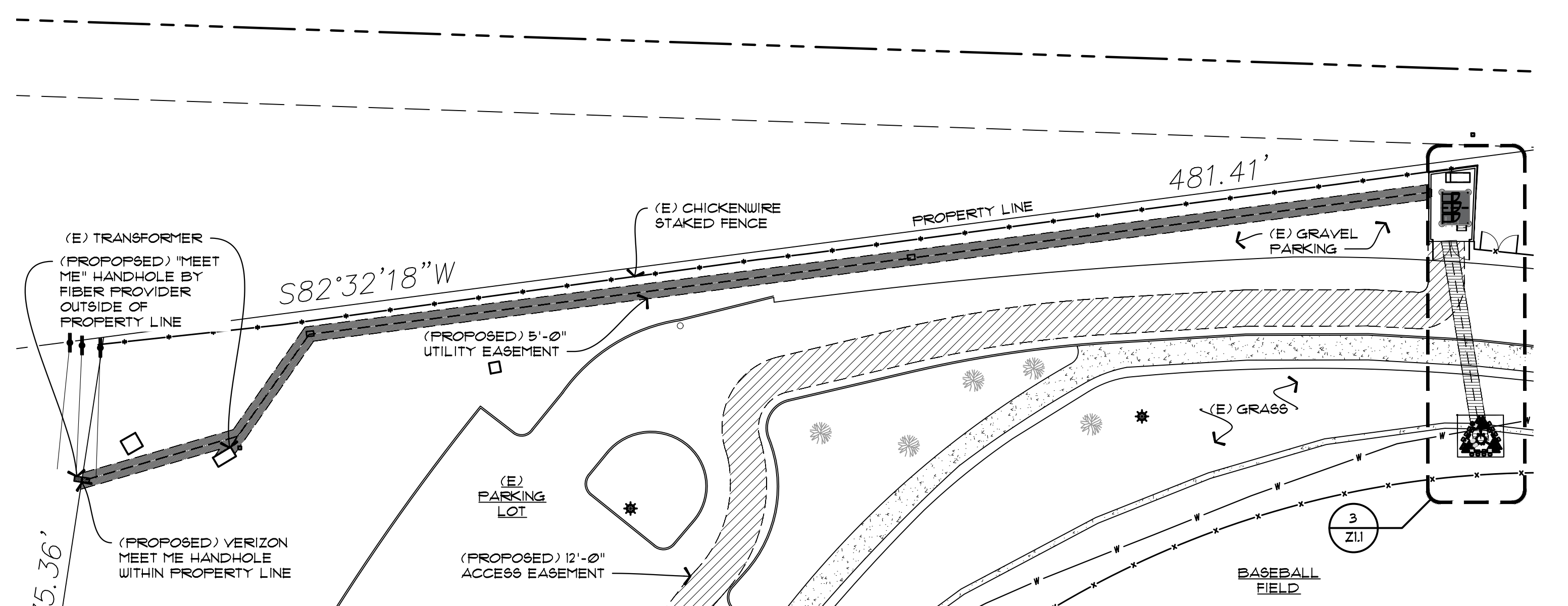
FIBER LENGTH

FROM HAND HOLE AT PROPERTY LINE TO EQUIPMENT CABINETS

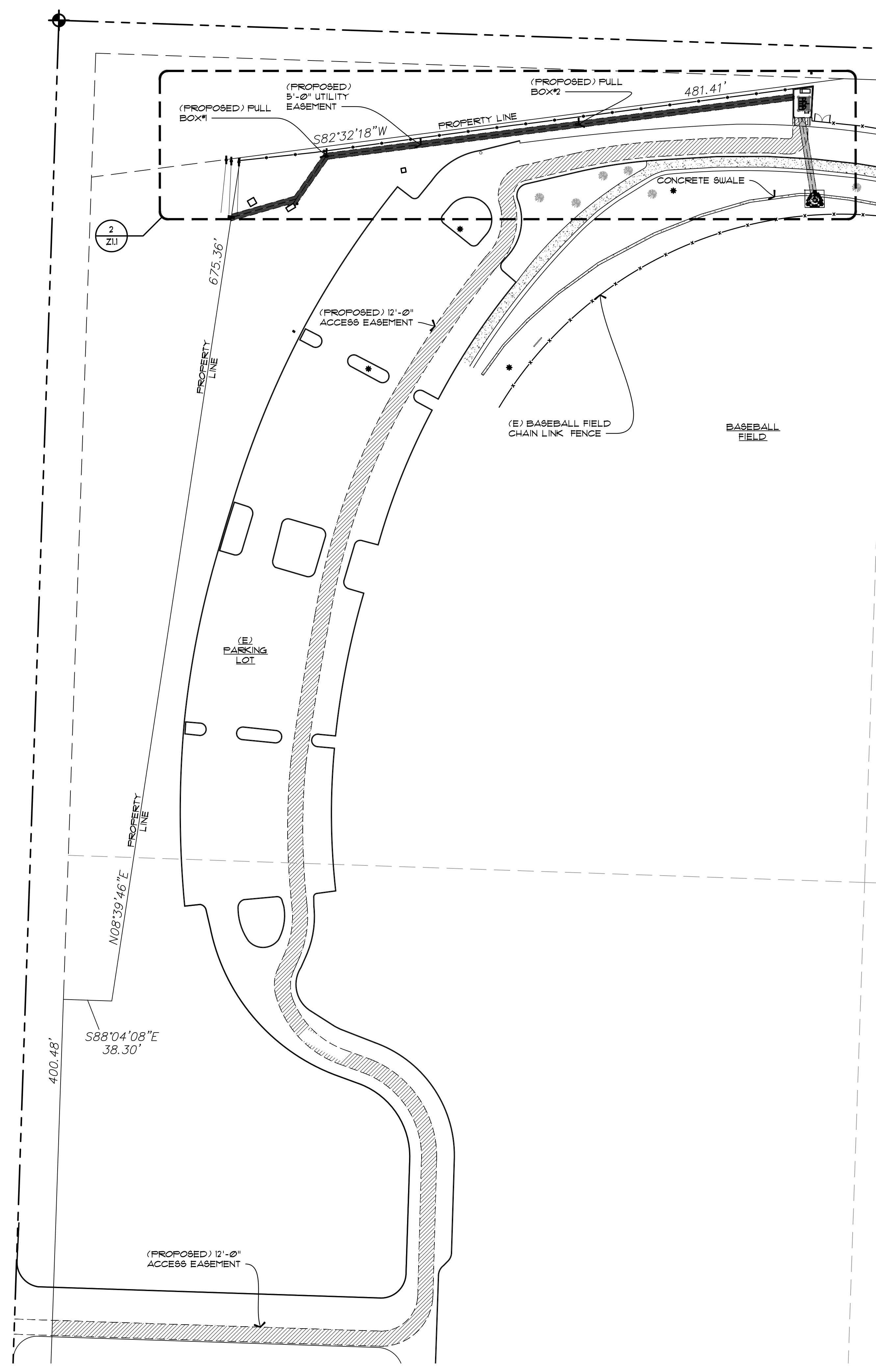
LOCATION	LENGTH
FROM HAND HOLE TO BELOW CABINET	475'
FROM BELOW CABINET TO FIBER CABINET	15'
TOTAL	490' ± 10% = 540'



ENLARGED SITE PLAN
SCALE: 1/8" = 1'-0"
NORTH



UTILITY EASEMENT SITE PLAN
SCALE: 1/32" = 1'-0"
NORTH



OVERALL SITE PLAN
SCALE: 1" = 50'-0"
NORTH

STAMP
PRELIMINARY
NOT FOR CONSTRUCTION

Rex Architect
146 Madison Street
Denver, CO 80206
303.388.2918

DRAWINGS
Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project or for the completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

PROJECT FOR
verizon

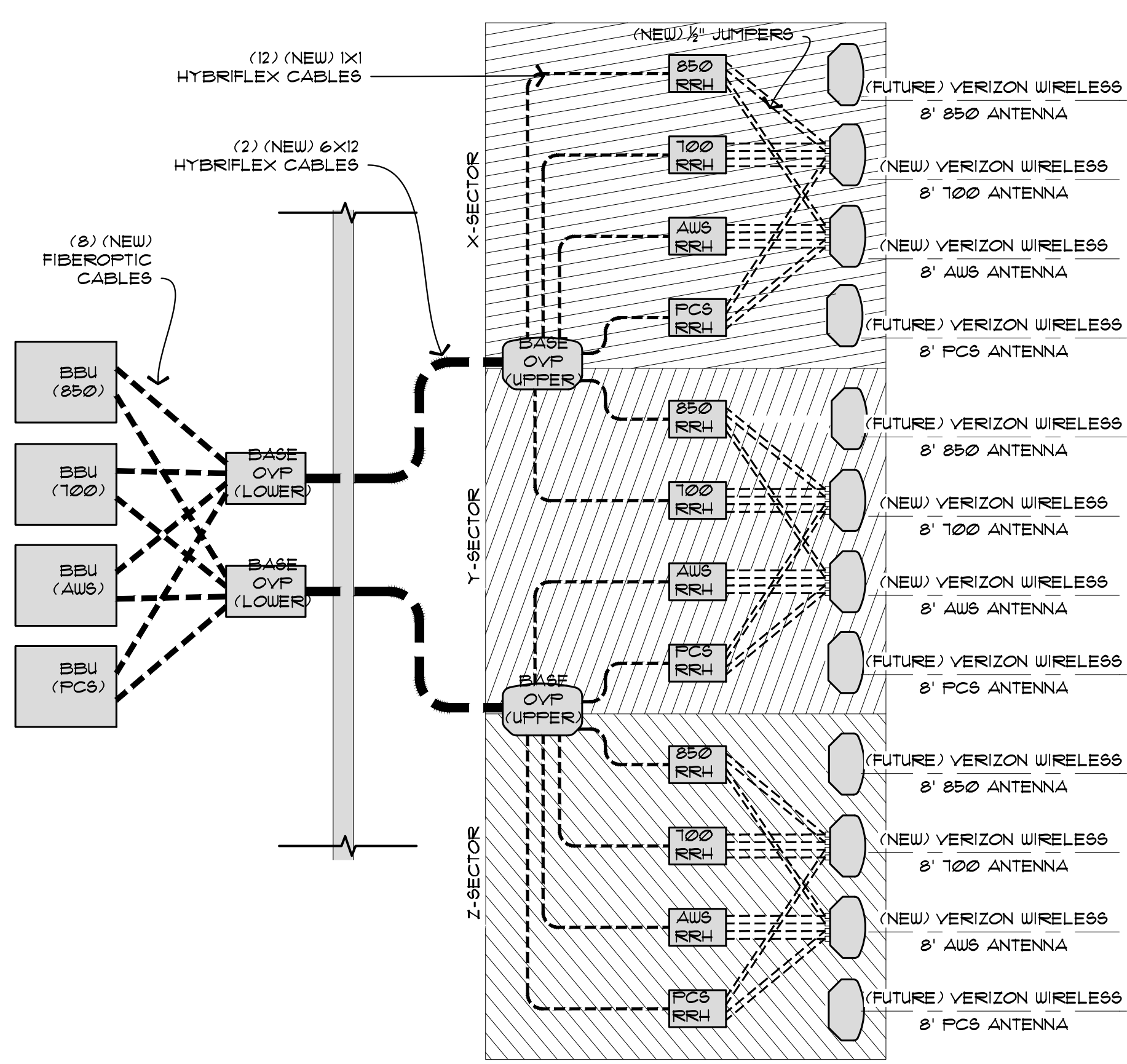
DATE ISSUED
JUNE 19, 2017

DATE	ISSUED AS
----	ZD APPROVAL
----	CD PRELIMINARY / REVIEW
----	BID SETS
----	PERMIT SUBMITTED

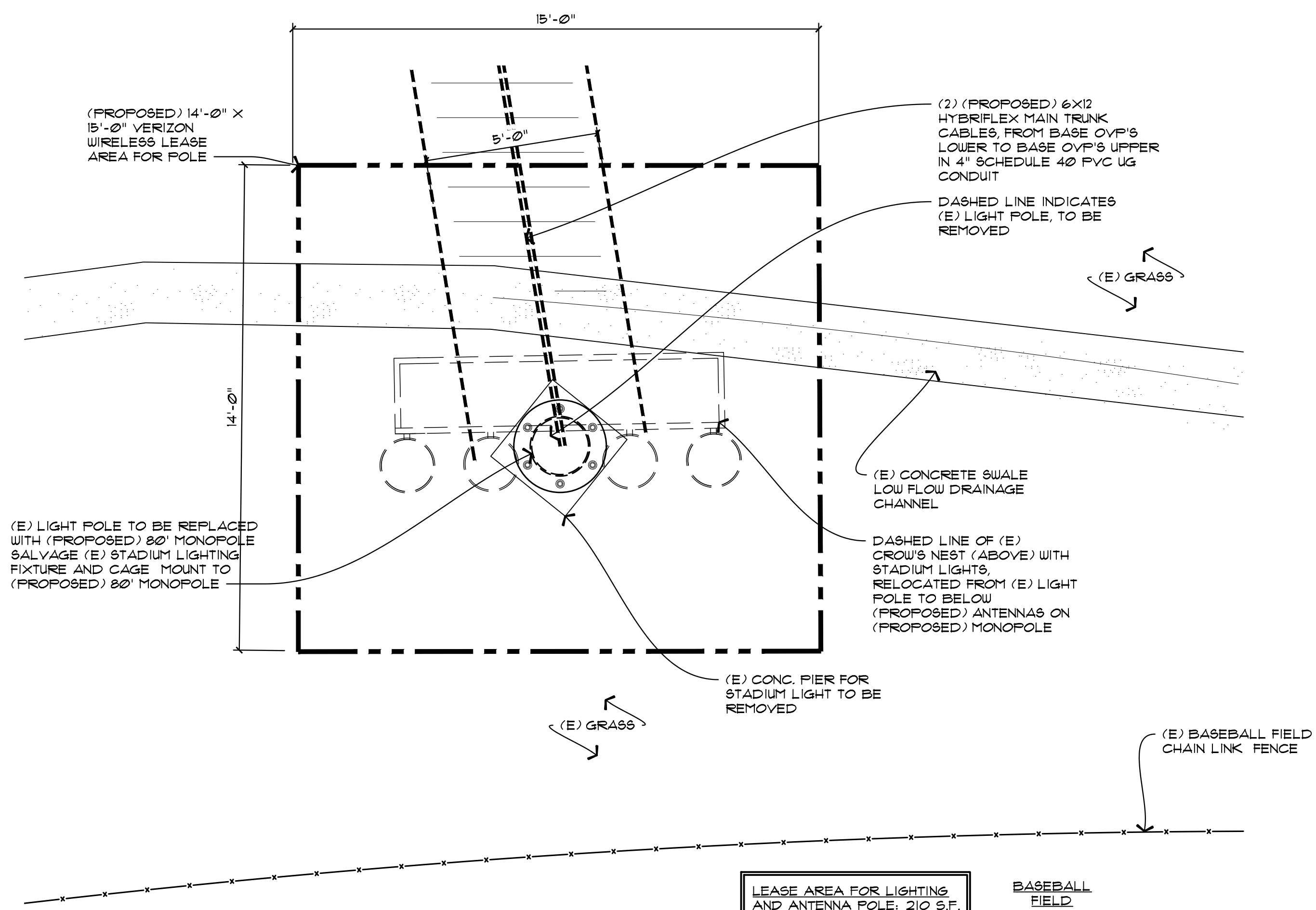
DATE	REVISIONS
6-19-17	ZONING DOCUMENTS
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PROJECT NAME
C03-CAPROCK
CELL SITE
ZD'S - ALT. #1
730 24 RD, GRAND JUNCTION,
CO 81505
COUNTY OF MESA
STATE OF COLORADO

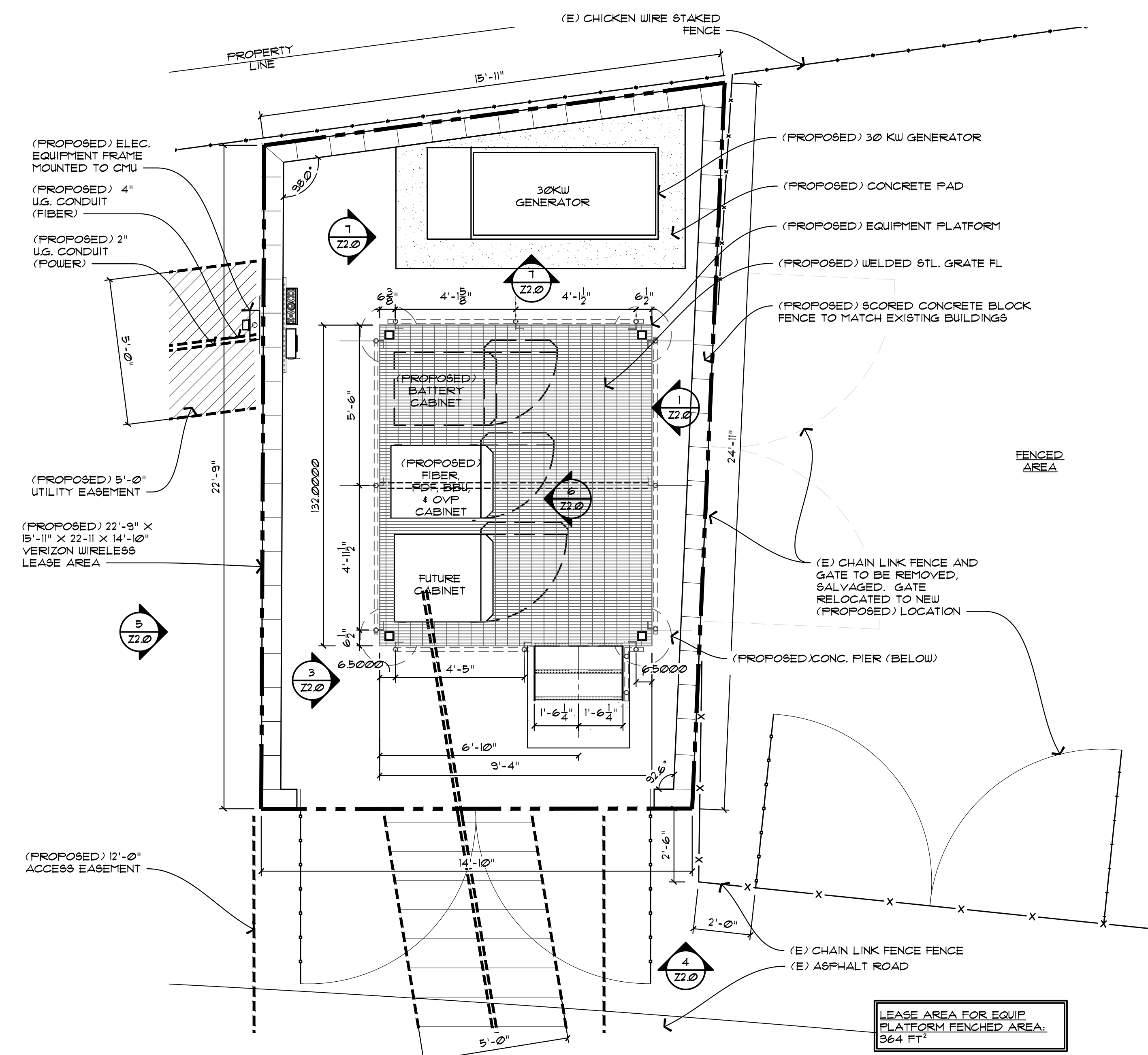
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2 OF 4



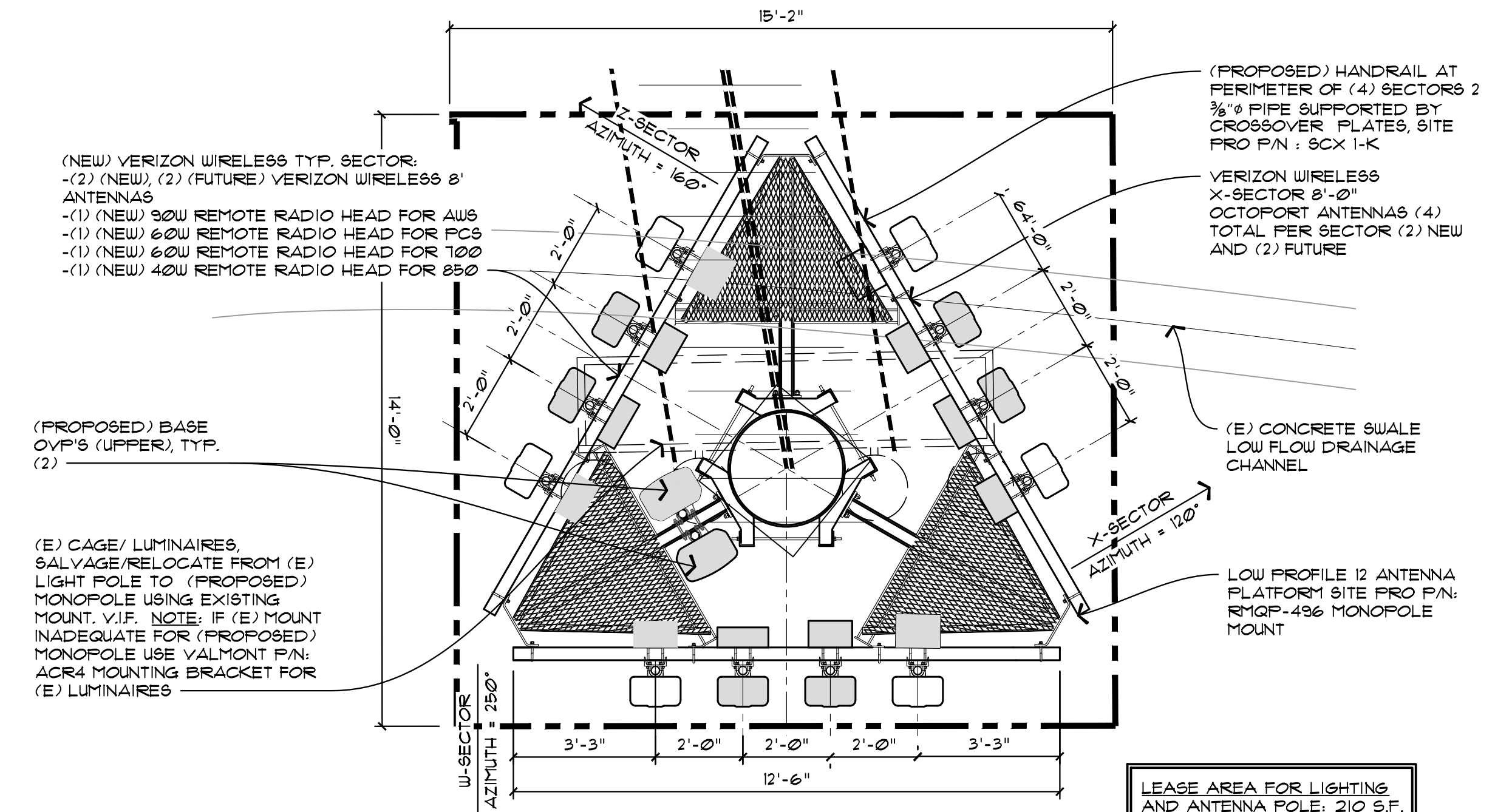
4 CABLING DIAGRAM
SCALE: N.T.S.



1 (EXISTING) ANTENNA/LIGHTING PLAN
SCALE: 3/8" = 1'-0"



2 (PROPOSED) ANTENNA PLATFORM PLAN
SCALE: 3/8" = 1'-0"



1 (PROPOSED) ANTENNA PLATFORM PLAN
SCALE: 3/8" = 1'-0"

STAMP
PRELIMINARY
NOT FOR CONSTRUCTION

Rex
Architex
146 Madison Street
Denver, CO 80206
303.388.2918

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PROJECT NAME
C03-CAPROCK
CELL SITE
ZD'S - ALT. #1
730 24 RD, GRAND JUNCTION,
CO 81505
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STATE OF COLORADO

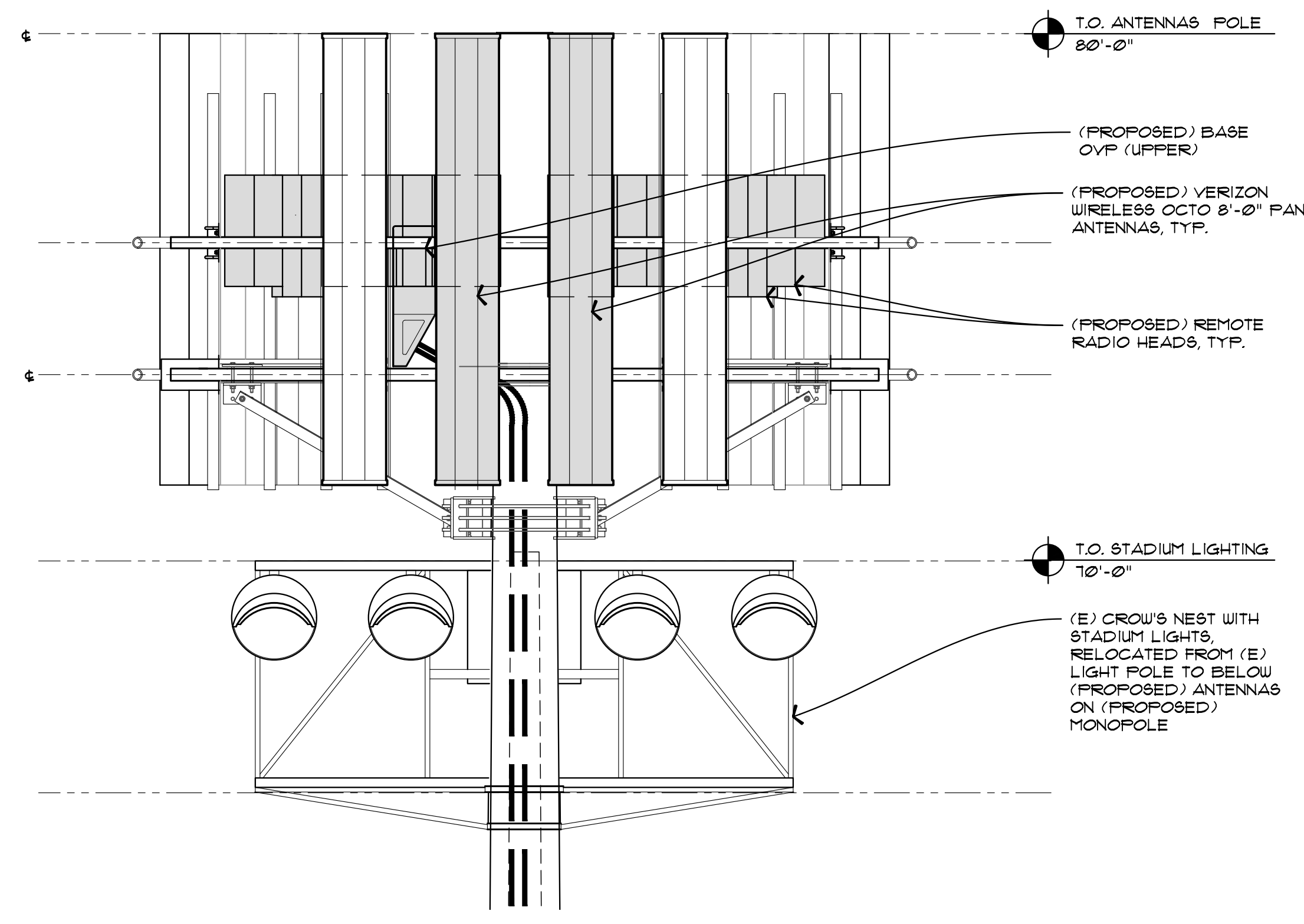
Z1.2
1 OF 1



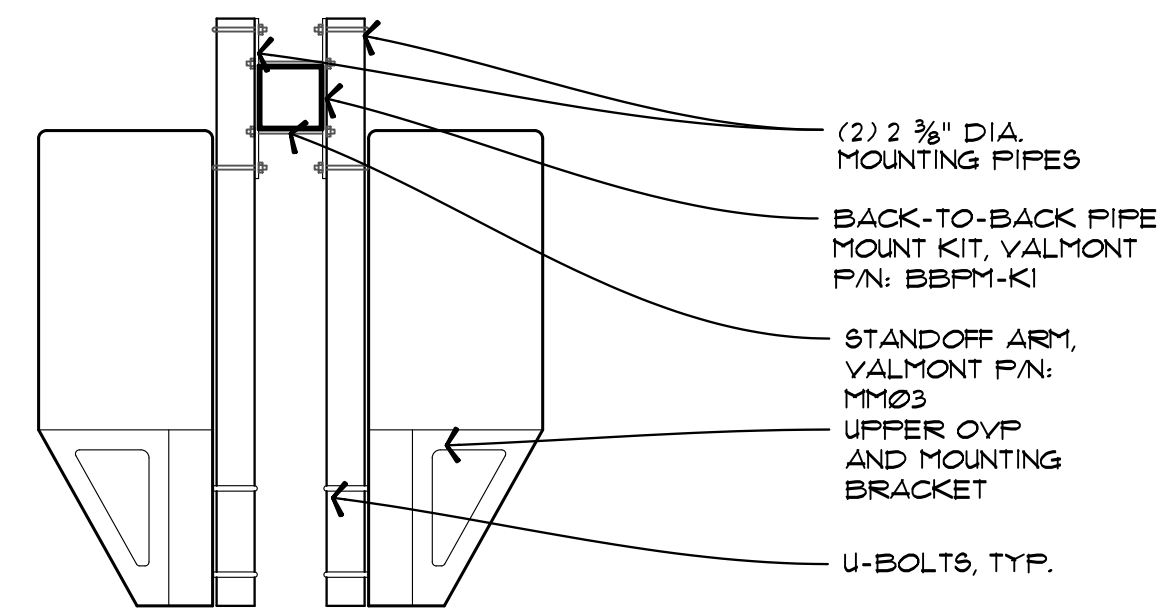
8 SITE PHOTO
Z3.0 N.T.S.



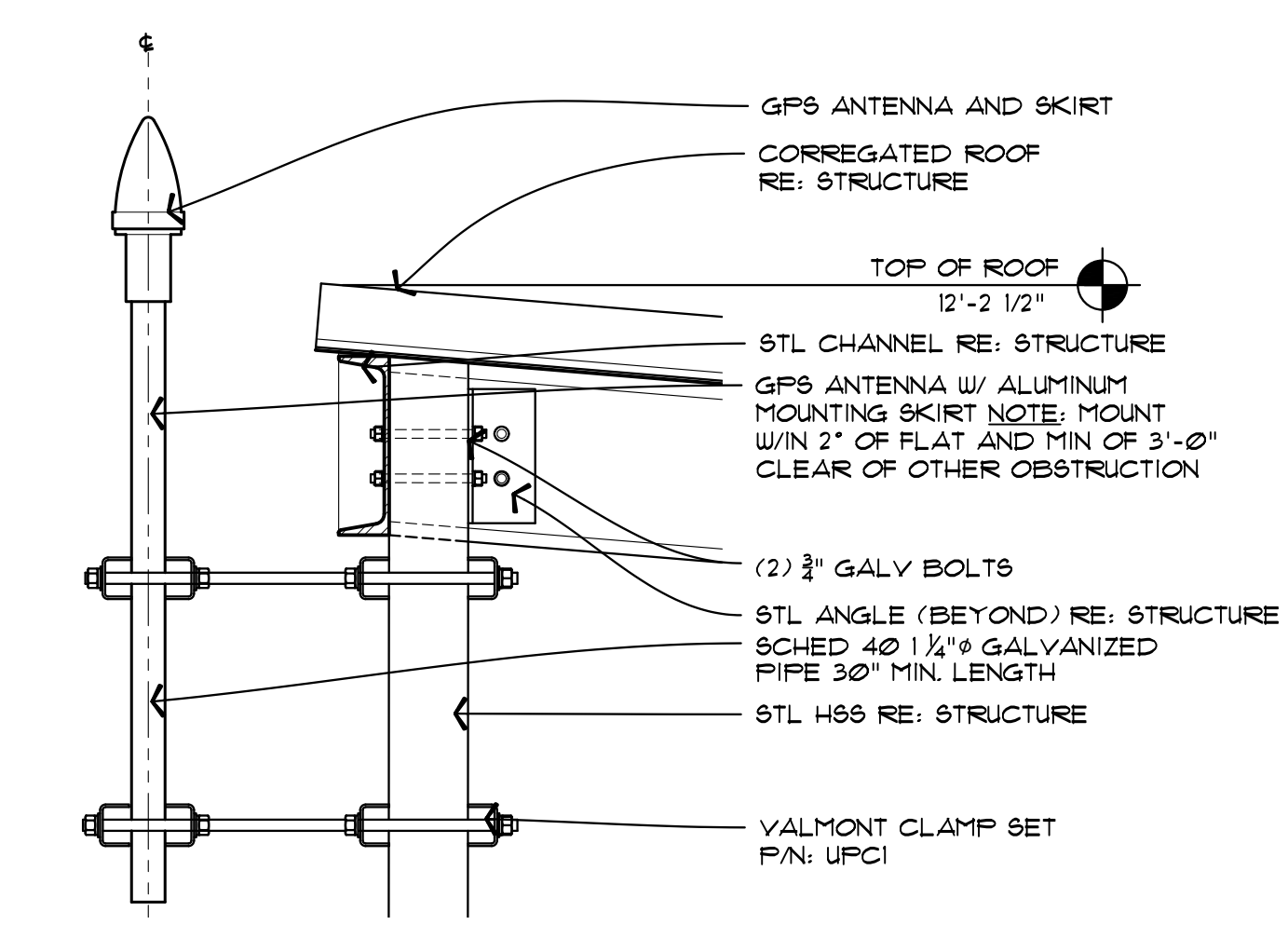
4 SITE PHOTO
Z3.0 N.T.S.



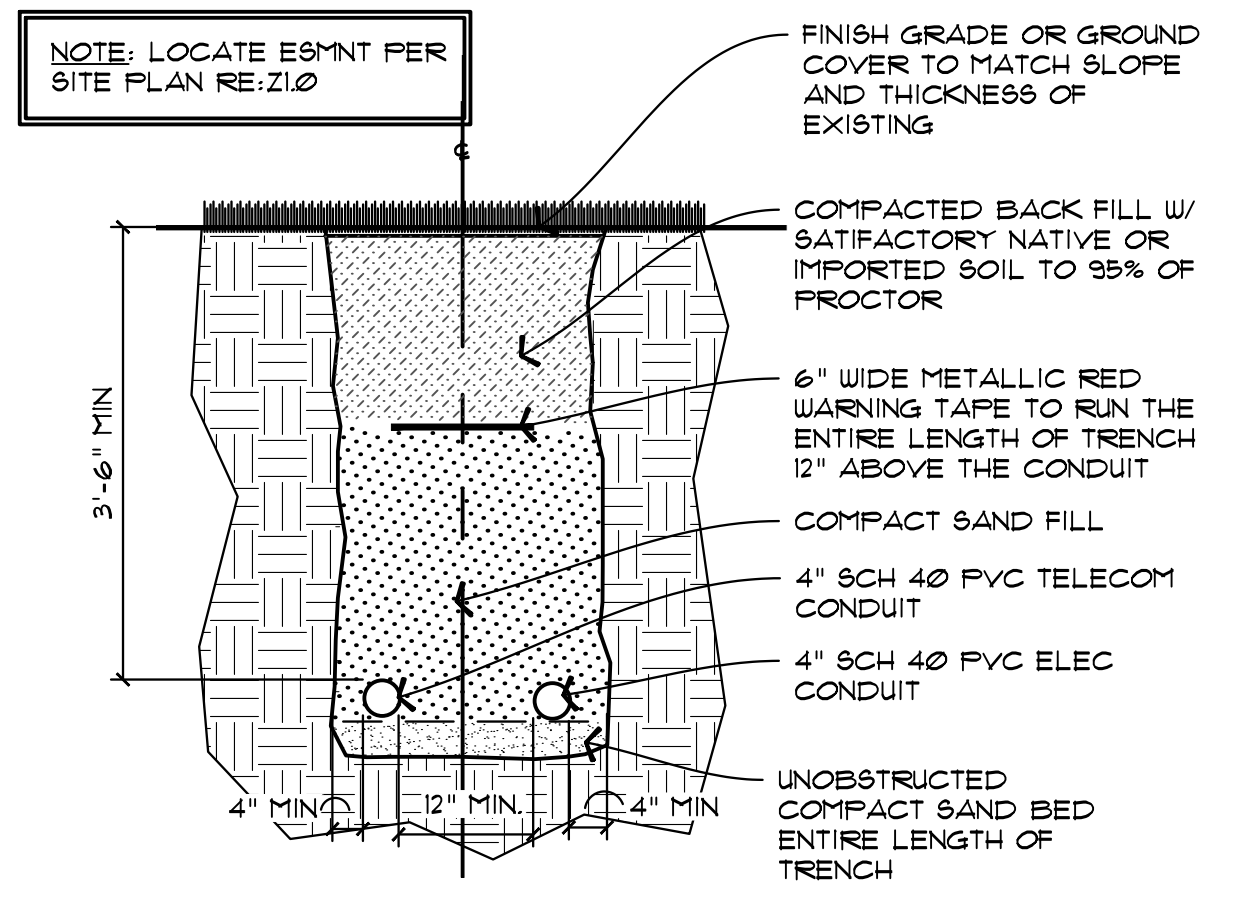
2 SOUTH ELEVATION
Z3.0 SCALE: 3/8" = 1'-0"



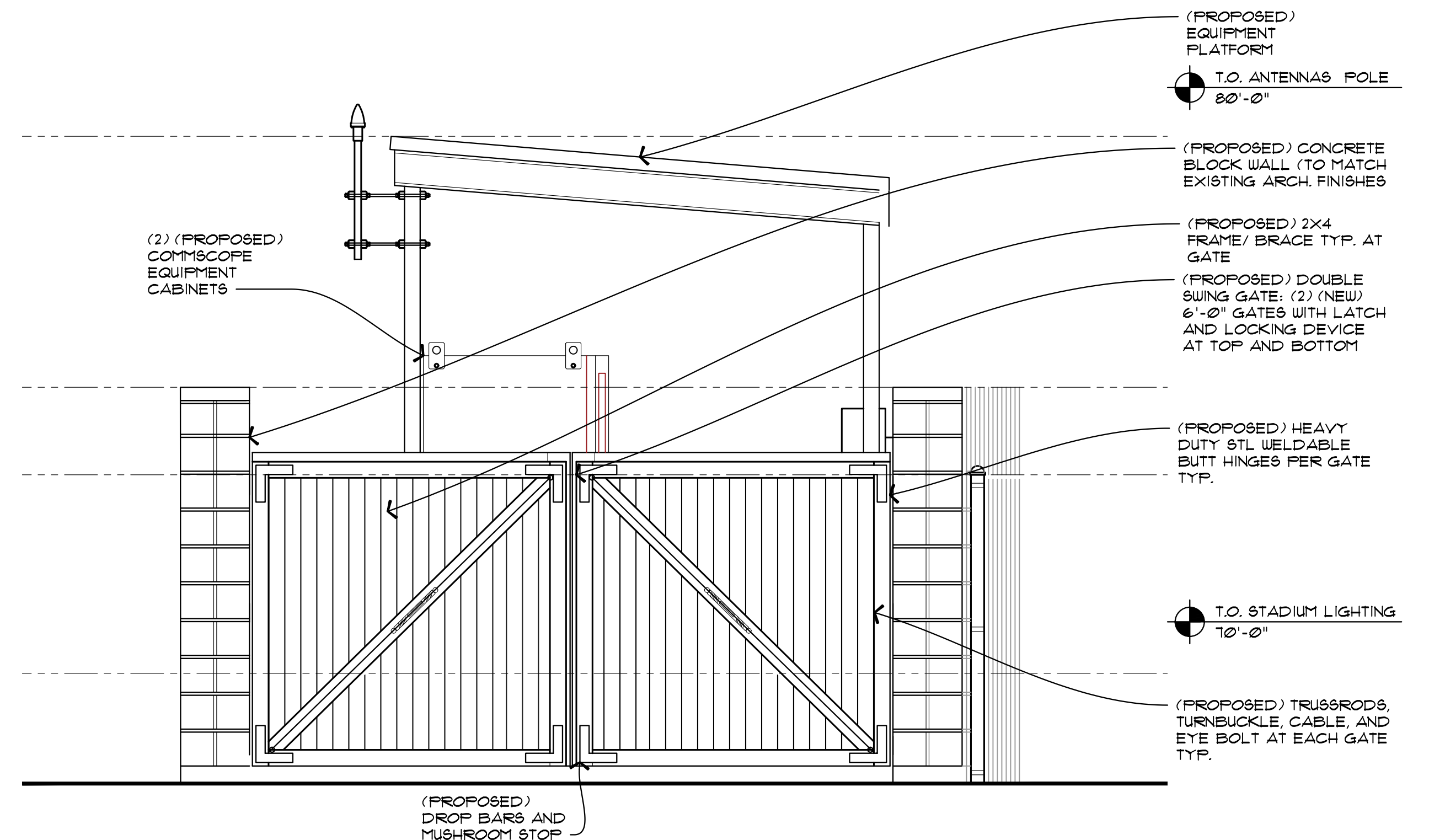
7 (PROPOSED) UPPER OVP
Z3.0 SCALE: 1" = 1'-0"



6 (PROPOSED) GPS ELEVATION
Z3.0 SCALE: 1 1/2" = 1'-0"



3 UTILITY TRENCH DETAIL
Z3.0 SCALE: 1 1/2" = 1'-0"



1 SOUTH ELEVATION
Z3.0 SCALE: 3/8" = 1'-0"

STAMP

PRELIMINARY
NOT FOR CONSTRUCTION

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Architex
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C03-CAPROCK

CELL SITE
ZD'S - ALT. #1
730 24 RD, GRAND JUNCTION,
CO 81505

COUNTY OF MESA
STATE OF COLORADO

Z3.0
4 OF 4

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 20___, between City of Grand Junction, with its principal offices located at 250 North 5th Street, Grand Junction, CO 81501, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property consisting of two ground lease areas measuring approximately 363 square feet and 210 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment, but shall in no event be later than 12 months after the Effective Date.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rent shall begin accruing on the Commencement Date and shall be \$13,500.00 per year, to be paid in equal monthly installments on the first day of the month, paid in advance to LESSOR at 250 North 5th Street, Grand Junction, CO 81501, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 90 days after the Commencement Date, but rent will accrue during that initial 90 day period. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

(b). The annual rent for each 5 year extension term, including any additional extensions, shall be increased by 10% over the annual rental due during the immediately preceding 5 year term.

(c). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS AND UTILITY. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 12-foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. LESSEE shall also have the non-exclusive use of three utility easements for the installation and maintenance of utility wires, poles, cables, conduits, and pipes as depicted on Exhibit "B". Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, LESSEE shall indemnify and hold harmless LESSOR against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, or arising from the LESSEE's communications equipment, except to the extent such claims or damages may be due to or caused solely by the negligence or willful misconduct of the LESSOR, or its employees, contractors or agents. The LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. The LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE's defense of such claim. The LESSEE shall defend LESSOR, at the LESSOR's request, against any claim with counsel reasonably satisfactory to the LESSOR. The LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

11. INSURANCE. LESSEE shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence, and shall include the LESSOR as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party. LESSOR maintains general liability insurance on the real property; LESSOR'S property is self-insured up to \$150,000, and covered up to \$10,000,000 through a governmental entity insurance pool. LESSEE will not be named an additional insured under the City's insurance and LESSEE'S personal property (tower, equipment and other facilities) are not insured under the City's policies.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or

interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (970 244-1484), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed rental.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror.

LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a “Default” if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE’s Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party’s duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR’s behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (“EH&S Laws”). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE’s violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR’s property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE’s specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE’s Use, rent shall abate until LESSEE’S Use is restored. If LESSEE’s Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE’s Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE’s communications equipment, relocation costs and, specifically excluding loss of LESSEE’s leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. INTENTIONALLY DELETED.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

The City of Grand Junction

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Lots 29, 30, 31, and 32 and that part of Lot 28 which lies West of the Wash which cuts said Lot 28, all in Pomona Park, EXCEPT that part conveyed to Colorado Department of Highways by instrument recorded December 26, 1963 in Book 861 at Page 279, AND EXCEPT Beginning at the Southwest corner of Lot 31 of the Pomona Park and running thence North along the West boundary of said Lot 31 a distance of 145.80 feet, thence East 258.00 feet, thence South 145.80 feet to the South boundary of Lot 31, thence West 258.00 feet to the point of beginning, ALL IN MESA COUNTY, COLORADO. Together with any and all water, water rights, ditches and ditch rights of-way thereunto appertaining and/or used in connection therewith.

EXHIBIT "B"

SITE PLAN OF THE PREMISES

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, Colorado 80202
Attn: Eileen Lynch
Re: CO3 Caprock

(Space above this line for recorder's use)

**MEMORANDUM OF LAND
LEASE AGREEMENT**

This Memorandum of LAND LEASE AGREEMENT is made this ____ day of _____, 20__, between the City of Grand Junction, hereinafter referred to as "LESSOR," and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on _____, 20__ for an initial term of 5 years, commencing on the Commencement Date. The Agreement shall automatically be extended for 4 additional 5 year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term.

2. LESSOR leased to LESSEE two ground lease areas measuring approximately 363 square feet and 210 square feet of ground space (collectively, the "Ground Space") located at 728 24 Rd., Grand Junction, Colorado 81505, the underlying real property of which is legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with the non-exclusive right of ingress and egress (the "Access Easement") from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property and to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility; together with rights of way (the "Utility Easement(s)") for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Ground Space. The Ground Space, Access Easement, and Utility Easement(s) are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "B" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on,

over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

Signatures on following page

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

The City of Grand Junction

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of the City of Grand Junction, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** as his/her own act and deed on behalf of the City of Grand Junction.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** as his/her own act and deed on behalf of Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Lots 29, 30, 31, and 32 and that part of Lot 28 which lies West of the Wash which cuts said Lot 28, all in Pomona Park, EXCEPT that part conveyed to Colorado Department of Highways by instrument recorded December 26, 1963 in Book 861 at Page 279, AND EXCEPT Beginning at the Southwest corner of Lot 31 of the Pomona Park and running thence North along the West boundary of said Lot 31 a distance of 145.80 feet, thence East 258.00 feet, thence South 145.80 feet to the South boundary of Lot 31, thence West 258.00 feet to the point of beginning, ALL IN MESA COUNTY, COLORADO. Together with any and all water, water rights, ditches and ditch rights of-way thereunto appertaining and/or used in connection therewith.

EXHIBIT "B"
SITE PLAN OF THE PREMISES

RESOLUTION NO. __-17

A RESOLUTION AUTHORIZING THE CITY PURCHASING DIVISION TO ENTER INTO THE OPTION AND LAND LEASE AGREEMENT WITH VERIZON WIRELESS FOR THE PLACEMENT OF A WIRELESS TELECOMMUNICATION TOWER ON THE CANYON VIEW PARK PROPERTY LOCATED AT 728 24 ROAD

Recitals:

In May 2014, the Grand Junction City Council adopted a three to five-year Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP.

In June 2016, City Council adopted a Wireless Master Plan (WMP) to serve as a general planning tool to limit unnecessary proliferation of wireless infrastructure while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community. The WMP identifies areas where coverage is needed, and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. It includes siting standards and preferences for new communication facilities to ensure compatibility with the community and neighborhood character(s).

The WMP identifies “priority sites” in the community that can provide a location for future wireless facilities in underserved areas. These priority sites must meet general criteria of a minimum size of one acre, have vehicular access to an improved right-of-way, have access to utilities and the property must be outside of the 100-year floodplain. These priority sites were vetted as part of the WMP public process. The Canyon View Park property that is owned by the City of Grand Junction, is identified as one of these “priority sites”. As a vetted “priority site”, the proposed facility is allowed under the CSR zoning and does not require a Conditional Use Permit which would be required for a non-vetted non-priority site in the CSR zone district.

Verizon Wireless has identified Canyon View Park as a good location for a telecommunications facility needed to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls. This City property is located at the Northern border of the property, behind the softball fields along I-70 within the City limits. Surrounding land uses include a Church to the Northwest.

The proposed tower is a replacement of an existing sports light pole with an additional 10 foot-tall antennae, and a small structure on the outside of the dog park. The design

for the site respects and helps blend the facilities into the surrounding cityscape. Therefore, the Verizon proposal meets the framework and standards of the WMP.

Public property provides a stable platform for wireless companies and the compensation received for the tower lease can support the telecommunications needs of the City and help to control costs of public communications facilities. The Comprehensive Plan's Future Land Use Map (attached) identifies growth opportunities and density increases for this area as Grand Junction grows over the next 25 years.

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

The City of Grand Junction Finance Department is authorized to enter into the Option and Land Lease Agreement with Verizon Wireless for the placement of a wireless telecommunication tower on the Canyon View Park property located at 728 24 Road. (Exhibit A).

PASSED AND APPROVED this ____ day of _____, 2017.

President of the Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: August 2, 2017

Presented By: Jay Valentine, Deputy Finance Director

Department: Finance

Submitted By: Jay Valentine, Deputy Director of Finance

Information

SUBJECT:

Resolution Permitting Reimbursement from the Proceeds of Tax-Exempt Financing for Capital Expenditures Related to the Business Park and the Surrounding Park Amenities

RECOMMENDATION:

Adopt a resolution permitting reimbursement from the proceeds of tax-exempt financing for capital expenditures related to the business park and the surrounding park amenities.

EXECUTIVE SUMMARY:

The Reimbursement Resolution is a municipal resolution required by the IRS declaring the Downtown Development Authority's (DDA) official intent to reimburse a municipal account with proceeds from a tax-exempt bond or promissory note. Passing this resolution will allow the DDA to reimburse the City for project costs which were paid prior to the availability of the proceeds from financing.

BACKGROUND OR DETAILED INFORMATION:

With the successful execution of an incentive agreement with Bonsai Design, the City and the DDA, as an economic development opportunity, have agreed to improve the east end of Las Colonias Park for the purposes of establishing a business park and continue the next phase of the Las Colonias Park master plan. The City as a partner with the DDA in pursuit of this development, will fund some of the initial improvements to the business park that will then be reimbursed by the DDA with the proceeds of tax exempt financing.

Of the \$10 million estimated cost of the project, approximately one-half is for park amenities which include irrigation systems, a shelter, bathroom facilities, a dog park, a boat ramp and an athletic turf area. The cost to develop the business park includes street infrastructure for both access on and off Riverside Parkway as well as internal street structure within the park development.

Under federal tax laws, an issuer of debt may reimburse project expenditures with proceeds of tax-exempt bonds for certain expenditures made up to 60 days prior to the date of the reimbursement resolution. In order to ensure compliance with IRS regulations, municipalities must adopt a Reimbursement Resolution if it intends to spend any money from municipal accounts that are intended to be reimbursed with bond proceeds.

FISCAL IMPACT:

Eligible costs of the business park that are paid for by the City in advance of receiving the bond/note proceeds will be reimbursed when these proceeds are received by the DDA. Eligible costs of the project are the "public" elements of the park that include road and other infrastructure improvements.

SUGGESTED MOTION:

I move to (approve or deny) Resolution No. 43-17 - A Resolution Permitting Reimbursement from the Proceeds of Tax-Exempt Financing for Capital Expenditures Related to the Business Park and the Surrounding Park Amenities.

Attachments

1. Reimbursement Resolution

RESOLUTION NO. ____ 17

**A RESOLUTION REGARDING OFFICIAL INTENT TO REIMBURSE EXPENDITURES
FROM PROCEEDS OF BORROWING**

RECITALS:

It is the understanding of the City Council that the Downtown Development Authority (DDA) intends to undertake debt financing for the construction and development of improvements in, to and serving the project known as the Las Colonias Business Park Project ("Project").

It is further the City Council's understanding that the DDA expects to finance the Project on a long-term basis by issuing tax-exempt bonds, promissory notes or other legally authorized and appropriate evidence of indebtedness. Because the debt will not be issued prior to construction, the DDA must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the debt.

Accordingly, it is necessary, desirable and in the best interests of the Downtown Development Authority for the City to advance moneys from DDA funds on hand, on an interim basis, to pay the costs of the Project until the debt is issued.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Junction that:

Section 1. Expenditure of Funds. The City shall make expenditures as needed from its funds on hand to pay the costs of the Project until debt proceeds become available.

Section 2. Declaration of Official Intent. Before this Resolution is deemed to be effective the Downtown Development Authority must officially declare its intent under Treasury Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$15,000,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of Project expenses from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the City other than pursuant to its budget or financial policies and applicable law .

PASSED AND ADOPTED this ____ day of _____, 2017.

ATTEST:

President of the Council

Interim City Clerk



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: August 2, 2017

Presented By: Rob Schoeber, Parks and Recreation Director, Traci Wieland, Recreation Superintendent

Department: Parks and Recreation

Submitted By: Traci Wieland, Recreation Superintendent

Information

SUBJECT:

Resolution Authorizing the City Manager to Submit a Grant Request to Great Outdoors Colorado for the Connect Initiative and the Lunch Loops Trail

RECOMMENDATION:

Adopt a Resolution Authorizing the City Manager to Submit a Grant Request to Great Outdoors Colorado for the Connect Initiative and the Lunch Loops Trail.

EXECUTIVE SUMMARY:

The Great Outdoors Colorado (GOCO) Connect Initiative is aimed at increasing access to the outdoors in Colorado communities by filling trail gaps, building new trails, and providing better walkable and bikeable access for youth and families. Applicants may request up to \$2 million for trail construction projects.

GOCO received 20 concept papers from across Colorado requesting approximately \$28.2 million. With \$8.9 million to award for the 2017 Connect Initiative, staff will recommend eight projects totaling approximately \$14.5 million for further review. The eight recommended projects are the strongest, most shovel-ready projects of those reviewed, and are now invited to submit final applications. The Lunch Loop Trail has been selected as a finalist for the GOCO Connect Initiative. Final applications are due August 4.

The Lunch Loops Trail will extend approximately 1.5 miles from the No Thoroughfare connection to the Lunch Loops Trailhead, connecting the Riverfront Trail, downtown Grand Junction, area neighborhoods including Riverside, Connected Lakes State Park,

the Audubon Trail, Lunch Loops, and Three Sisters trails.

This request is for authorization to submit a request to Great Outdoors Colorado (GOCO) for a grant request of \$1.5 million, with a cash match of \$917,000 and in-kind match of approximately \$50,000 for the construction of a concrete trail. A letter of support has been obtained from Gates Family Foundation and a partnership with Mesa County has been established providing a great deal of cash match for the project's implementation.

BACKGROUND OR DETAILED INFORMATION:

The Connect Initiative is part of the GOCO strategic plan aimed at increasing access to close to home natural experiences by closing gaps in trails and increasing the number of youth and families accessing natural areas. City Council gave staff direction in April of 2017 to move forward with a concept paper grant submission. GOCO received 20 concept papers requesting approximately \$28.2 million. The Lunch Loop Trail was selected as a finalist, and the City is invited to submit a full application by August 4. Eight projects will be competing for \$8.9 million. The eight recommended projects are the strongest, most shovel-ready projects.

The Lunch Loops Trail is proposed to be a 1.5 mile concrete trail from the No Thoroughfare connection to the Lunch Loops Trailhead. This project will result in improved connectivity especially with regard to the Riverfront Trail, downtown Grand Junction, area neighborhoods including under-served communities such as Riverside, the Connected Lakes section of the James M. Robb River State Park, the Audubon Trail, Lunch Loops, and Three Sisters trails.

The Lunch Loop Trail is an opportunity along the riverfront that contributes to economic development and improvement of critical access to nature for youth and families. The Trail also provides a major improvement to safety since many walkers and bikers are currently using Monument Road along with vehicles traveling 50 - 60 miles per hour. Many underserved communities, such as Riverside, are not accessing the Lunch Loop area at all because of this barrier. The Lunch Loop Trail project, along with the development of Las Colonias Park and the RIO Implementation grant, build upon one another to spur economic development, improve critical access to nature, and leverage private funding sources.

This request is for authorization to submit a request to Great Outdoors Colorado (GOCO) for a grant request of \$1.5 million, with a cash match of \$917,000 and in-kind match of approximately \$50,000. Funding support has been obtained from Mesa County, Gates Family Foundation, and Mesa Land Trust, and several other foundations and grants will be solidified this fall.

FISCAL IMPACT:

The total project cost is \$2.5 million with a grant request of \$1.5 million. Match requirements include 25% overall match of total project cost with 10% of that being cash. The cash match is derived from several funding sources, including:

- \$75,000, three-year annual contributions from the City, which will be subject to the annual budget process and appropriations, totaling \$225,000. The source of this contribution will be from funds which are restricted for use on these types of projects (Parkland Expansion, Conservation Trust).
- \$75,000, three-year annual contributions from Mesa County, which will be subject to the annual budget process and appropriations, totaling \$225,000
- Colorado State Trails grant of \$150,000 (submitted in August of 2017)
- Gates Family Foundation grant of \$200,000
- Mesa Land Trust will be securing an additional \$125,000 from other foundations and private funders

The \$50,000 in-kind match is derived from planning and design work already performed by the Rivers and Trails Conservation Alliance (grant funded through the National Park Service) and design and engineering services from the City of Grand Junction.

SUGGESTED MOTION:

I MOVE to adopt Resolution No. 44-17 - A Resolution Authorizing the City Manager to Submit a Grant Request to Great Outdoors Colorado for the Connect Initiative and the Lunch Loops Trail Construction.

Attachments

1. Resolution
2. Diagram

RESOLUTION NO. __ - 17

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A CONNECT INITIATIVE GRANT APPLICATION FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND THE CONSTRUCTION OF THE LUNCH LOOP TRAIL.

WHEREAS, the City of Grand Junction supports the Great Outdoors Colorado grant application for the Lunch Loop Trail. And if the grant is awarded, the City of Grand Junction supports the completion of the project.

WHEREAS, the City of Grand Junction has requested approximately \$1.5 million from Great Outdoors Colorado to complete the Lunch Loop Trail.

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

- Section 1: The City Council of the City of Grand Junction strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.
- Section 2: If the grant is awarded, the City Council of the City of Grand Junction strongly supports the completion of the project.
- Section 3: The City Council of the City of Grand Junction authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
- Section 4: The project site is owned by the City of Grand Junction and will be owned by City of Grand Junction for the next 25 years.
- Section 5: The City Council of the City of Grand Junction recognizes that as the recipient of a Great Outdoors Colorado Connect Initiative grant the project site must provide reasonable public access.
- Section 6: The City Council of the City of Grand Junction will continue to maintain the Lunch Loop Trail in a high quality condition and will appropriate funds for maintenance in its annual budget.
- Section 7: If the grant is awarded, the City Council hereby authorizes the City Manager to sign the grant agreement with Great Outdoors Colorado.
- Section 8: This resolution to be in full force and effect from and after its passage and approval.

Passed and adopted this ____ day of _____, 2017.

President of the City Council

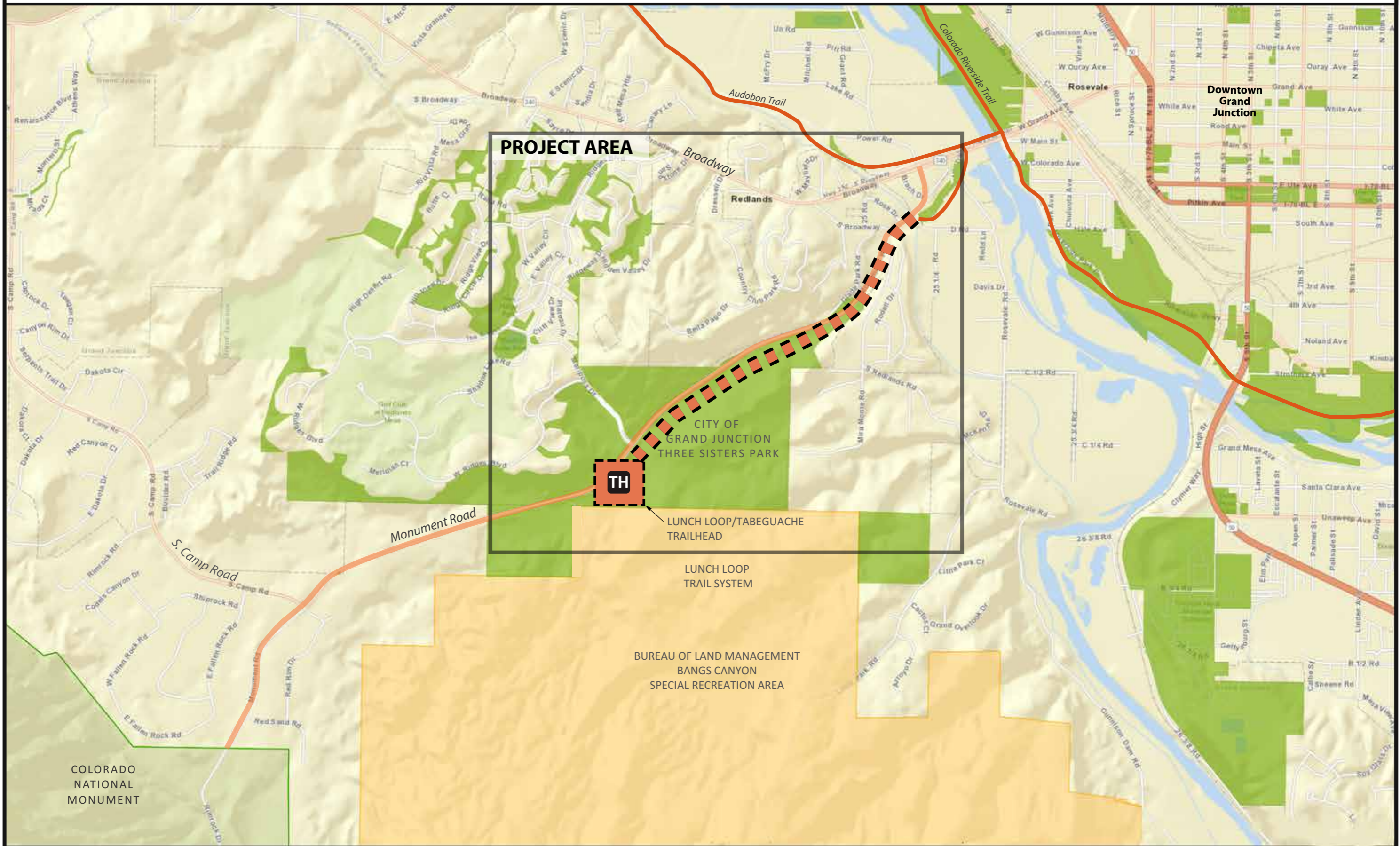
ATTEST:

Interim City Clerk

Monument Corridor Shared-Use Trail & Lunch Loops/Tabeguache Trailhead Enhancement Project

Project Context Map 2/2017

City of Grand Junction, Mesa County CO



CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 8/2/2017
Citizen's Name: Robert Noble
Address: 1041 Curran Ave, Grand Junction, CO 81501
Phone Number: 970-549-0440
Subject: The Lofts / the ~~app~~ process of approving building projects

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: Aug 2 2017
Citizen's Name: Bruce Stennell
Address: 3032 N. 15th Street
Phone Number: _____
Subject: Schools + Policy

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.