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**CITY COUNCIL AGENDA
WEDNESDAY, NOVEMBER 1, 2017
250 NORTH 5TH STREET
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, Moment of Silence

Proclamation

Proclaiming November 11, 2017 as "A Salute to All Veterans 2017" in the City of Grand Junction

Certificate of Appointments

Certificate of Appointment to the Downtown Development Authority/Downtown Grand Junction Business Improvement District Boards

Certificate of Appointment to the Parks and Recreation Advisory Board

Certificates of Appointment to the Planning Commission

Citizen Comments

Council Reports

Consent Agenda

- 1. Approval of Minutes**
 - a. Minutes of the October 13, 2017 Special Session
 - b. Summary of the October 16, 2017 Workshop
 - c. Minutes of the October 18, 2017 Regular Meeting
- 2. Set Public Hearing**

- a. Legislative
 - i. An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the Year Beginning January 1, 2018 and Ending December 31, 2018 and Setting a Public Hearing for November 15, 2017 and December 6, 2017
- b. Quasi-judicial
 - i. Ordinance Expanding the Boundaries of and Including Property Located at 118 S 7th Street into the Downtown Grand Junction Business Improvement District and Setting a Hearing for November 15, 2017

3. Continue Public Hearing

- a. Quasi-judicial
 - i. Request for Continuance of Public Hearing to December 6, 2017 for an Ordinance Approving an Outline Development Plan (ODP) and a Rezone to Planned Development (PD) with an R-2 (Residential - 2 du/ac) default zone district for Weeminuche Subdivision located between 26 & 26 1/2 Roads, south of H 3/4 Road

4. Resolutions

- a. Resolution Supporting the Re-Authorization of Lottery Proceeds by the General Assembly in 2018 According to Constitutional, Voter Approved Formula: 50% Great Outdoors Colorado, 40% Conservation Trust Fund and 10% Colorado Parks and Wildlife
- b. Resolution Authorizing the City Manager to Submit a Grant Request to Great Outdoors Colorado for the Local Park and Outdoor Recreation grant program for completion of the Las Colonias Park Boat Launch
- c. Resolution Authorizing the City Manager to Submit a Grant Request to Colorado State Recreational Trails Grant for Matching Funds for the Lunch Loop Trail Project
- d. Resolution Authorizing a Telecommunication Facility at Columbine Park

5. Other Action Items

- a. Prohibition of Parking Along Main Street During Parade of Lights

Regular Agenda

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

6. Resolutions

- a. A Resolution Rescinding Resolution No. 47-17 Renaming North Avenue to University Boulevard Between I-70 (on the east) to 1st Street (on the west)
- b. Resolution Regarding CMU 20000 Initiatives

7. Public Hearing

- a. Quasi-judicial
 - i. Resolution Accepting the Petition for Annexation and Ordinances Annexing and Zoning the Holder Annexation Located at 3040 E Road

8. Public Hearing: Downtown Development Authority Tax Increment Debt Financing

- a. Resolution and Ordinance Approving the Downtown Development Authority Tax Increment Debt Financing

9. Other Action Items

- a. Downtown Holiday Parking Request

10. Non-Scheduled Citizens & Visitors**11. Other Business****12. Adjournment**



Grand Junction City Council

Regular Session

Item #

Meeting Date: November 1, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Wanda Winkelmann, City Clerk

Information

SUBJECT:

Proclaiming November 11, 2017 as "A Salute to All Veterans 2017" in the City of Grand Junction

RECOMMENDATION:

Read and present proclamation.

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

1. Proclamation - A Salute to All Veterans 2017



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, our Veterans have made sacrifices and worked diligently to keep our nation free; and

WHEREAS, it is right for our community and our Nation to seek ways in which to recognize and show our appreciation for those men and women who have faithfully served our country; and

WHEREAS, the citizens across the United States will be celebrating Veteran's Day on November 11, 2017; and

WHEREAS, it is proper for citizens to honor our Veteran's service to our country and there will be a Veterans Day parade on Saturday, November 11, 2017 in Grand Junction beginning at 2:00 p.m. on Main Street; and

WHEREAS, this event will be the 25th annual local parade and salute to our Veterans.

NOW, THEREFORE, I, J. Merrick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 11, 2017 as

"A SALUTE TO ALL VETERANS 2017"

in the City of Grand Junction.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 1st day of November, 2017.

Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: November 1, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Wanda Winkelmann, City Clerk

Information

SUBJECT:

Certificate of Appointment to the Downtown Development Authority/Downtown Grand Junction Business Improvement District Boards

RECOMMENDATION:

Present certificate.

EXECUTIVE SUMMARY:

Aaron Young was appointed to the DDA/DGJBID Boards for a partial term ending June 2018.

BACKGROUND OR DETAILED INFORMATION:

City Council approved appointment at October 18, 2017 regular meeting.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: November 1, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Wanda Winkelmann, City Clerk

Information

SUBJECT:

Certificate of Appointment to the Parks and Recreation Advisory Board

RECOMMENDATION:

Present certificate.

EXECUTIVE SUMMARY:

Byron Wiehe was appointed to the Parks and Recreation Advisory Board for a three-year term ending June 2020.

BACKGROUND OR DETAILED INFORMATION:

City Council approved appointment at October 18, 2017 regular meeting.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: November 1, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Wanda Winkelmann, City Clerk

Information

SUBJECT:

Certificates of Appointment to the Planning Commission

RECOMMENDATION:

Present certificates.

EXECUTIVE SUMMARY:

Kathy Deppe-Spomer and Christian Reece were reappointed to the Planning Commission and Brian Rusche (2nd alternate) and Andrew Teske (1st alternate) were appointed to the Planning Commission/Zoning Board of Appeals for four-year terms ending October 2021.

BACKGROUND OR DETAILED INFORMATION:

City Council approved appointments at the October 18, 2017 regular meeting.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

OCTOBER 13, 2017

The City Council of the City of Grand Junction, Colorado met in Special Session on Friday, October 13, 2017 at 3:45 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Phyllis Norris, Barbara Traylor Smith (joined the meeting at 3:51 p.m.), Duke Wortmann, and President of the Council Rick Taggart.

Staff present for the Executive Session was City Attorney Shaver.

Councilmember Norris moved to go into Executive Session for discussion of personnel matters under Colorado Revised Statutes 24-6-402 (4)(f)(i) of the Open Meetings Law relative to City Council employees specifically the City Attorney and will not be returning to open session. Councilmember Boeschstein seconded the motion. Motion carried.

The City Council convened into Executive Session at 3:47 p.m.

Councilmember Norris moved to adjourn. Councilmember Boeschstein seconded. Motion carried.

The meeting adjourned at 5:07 p.m.

Wanda Winkelmann
City Clerk

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
October 16, 2017 – Noticed Agenda Attached

Meeting Convened: 4:00 p.m. in the City Hall Auditorium

Meeting Adjourned: 6:33 p.m.

City Council Members present: Councilmembers Boeschstein, Kennedy, McArthur, Norris, Traylor Smith, Wortmann, and President of the Council Taggart.

Staff present: Caton, Shaver, LeBlanc, Romero, Valentine, Longenecker, Caskey, Allen, Prall, Tonello, Schoeber, Bowman, Watkins, Camper, and Winkelmann.

President of the Council Taggart called the meeting to order.

Agenda Topic 1. Discussion Topics

City Manager Caton reviewed the budgets to be discussed: Downtown Grand Junction Business Improvement District (DGJBID), Horizon Drive Association Business Improvement District (BID), Economic Development, and Capital.

Allison Blevins, DGJBID Executive Director, reviewed the following items: the “Shop Local” campaign which includes featuring a business monthly in the Daily Sentinel and sponsoring a show on KAFM, cooperative advertising (22 bus benches, 24 TV commercials), a Champ grant through Colorado tourism, mini conference with the Downtown Development Authority (DDA) and Downtown Colorado, Inc., the parking app, the DDA Ambassador program, and a farmer’s market at Colorado Mesa University (CMU). Goals for 2018 include facilitating special event permitting for downtown events, continue partnering with CMU, expanding the DGJBID, expanding business hours, continuing the “Shop Local” campaign, and fine tuning events. Ms. Blevins reviewed the specific budget and noted the Board opted to raise the DGJBID 2018 assessment by the allowed 5%, which accounts for approximately \$7,000. The fund balance is \$18,747. The parking app has generated \$2,500 and there are eighteen new businesses in downtown. The DDA recently voted to provide free Wi-Fi downtown (will be time-limited).

Vara Kusal Horizon Drive Association BID Executive Director noted the following highlights: landscaping completed for curb buffer zone, two successful applications have been submitted and another one is pending to the District’s Public Safety Grant program, \$5,000 has been budgeted for 2018 to piggyback on the City’s broadband grant program, and work is continuing on the development of the Horizon Drive Trail.

Mr. Caton reviewed the Economic Development Budget.

Discussion ensued regarding funding for the Avalon Theatre, Economic Development (ED) partners and inviting them to present at the October 30 budget workshop, foreign trade zone, the HopeWest campaign, and the marketing plan. Questions regarding the 5-2-1 Drainage Authority were posed regarding boundaries, fees, jurisdiction, and the City’s support (both financial support and staff effort) and it was suggested it might be helpful to review the contributions by all partners. The funding for CMU was reviewed and Mr. Caton will bring this specific item back to the October 30 workshop for Council’s direction.

A break was called at 5:40 p.m. The workshop resumed at 5:49 p.m.

Mr. Caton reviewed the Capital Budget. A new planning tool was implemented to look at Ten Year Capital Improvement Plans. It was noted that the next five years, 2018-2022, are balanced (revenues match expenditures).

Mr. Caton discussed sales tax ongoing commitments, new projects and street maintenance, and the Capital Budget for public safety, street capacity expansion, water and sewer enterprise funds, and impact fees.

Mr. Caton presented the recommended capital budget highlights: 7th Street reconstruction; outside contract street maintenance; North Area Ambulance Station; Fire Training Facility, phase 2; Las Colonias Recreation Park completion; Las Colonias Business Park infrastructure; Monument Road Trail; Two Rivers Convention Center improvements; sewer line replacements; and effluent diffuser project.

Agenda Topic 2: Next Workshop Topics

Next steps include inviting the ED partners to the workshop on October 30 that will also include the DDA and budget reconciliation is scheduled for the November 13 workshop. The Utility rates resolution will come forward on November 15, and the final budget adoption will be on December 6.

Other Business

There was none.

Adjournment

With no further business the meeting was adjourned.



**GRAND JUNCTION CITY COUNCIL
MONDAY, OCTOBER 16, 2017**

**WORKSHOP, 4:00 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. Budget: Grand Junction Downtown Business Improvement District, Horizon Drive Association Business Improvement District, Economic Development, Capital

2. Next Workshop Topics

- a. October 30 - Budget: Downtown Development Authority, Budget Reconciliation

3. Other Business

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING
October 18, 2017**

The City Council of the City of Grand Junction convened into regular session on the 18th day of October 2017 at 6:00 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Phyllis Norris, Duncan McArthur, Barbara Traylor Smith, and Council President Rick Taggart. Also present were City Manager Greg Caton, City Attorney John Shaver, and City Clerk Wanda Winkelmann.

Council President Taggart called the meeting to order. Councilmember Kennedy led the Pledge of Alliance which was followed by an invocation by First Councilor Dale Rooks, The Church of Jesus Christ of Latter-day Saints, Fruita – 2nd Ward.

Proclamation - Proclaiming October 2017 as "National Homeless Awareness Month" in the City of Grand Junction

Councilmember Boeschstein read the proclamation. William (Bill) Wade, HomewardBound of the Grand Valley Board Chairman, was present to receive the proclamation along with other board members. Mr. Wade thanked City Council for recognizing the homeless situation.

Appointments

Appointment to the Grand Junction Housing Authority

Councilmember Norris moved to appoint the interview committee's recommendation, E. Chris Launer, to the Grand Junction Housing Authority for a five-year term ending October, 2022. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Appointments to the Planning Commission

Councilmember McArthur moved to reappoint the interview committee's recommendation, Kathy Deppe-Spomer, and Christian Reece, to the Planning Commission and to appoint Brian Rusche and Andrew Teske to the Planning Commission/Zoning Board of Appeals for four year terms ending October, 2021. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Appointments to the Parks & Recreation Advisory Board

Councilmember Traylor Smith moved to appoint the interview committee's recommendation, William Findlay and Byron Wiehe, to the Parks & Recreation Advisory Board for three year terms ending June, 2020. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Appointment to the Downtown Development Authority/Downtown Grand Junction Business Improvement District Boards

Councilmember Boeschstein moved to appoint the DDA/GJBID Board's recommendation, Aaron Young, to the Downtown Development Authority/Downtown Grand Junction Business Improvement District Boards for a partial term ending June, 2018. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Citizens Comments

Larry Sipes spoke about signage for garage sales not being removed. He suggested that an ordinance be passed that would require removal of garage sale signs within 48 hours of the end of the sale.

Jim Shults spoke about the standing of speakers during citizen comments. He listed a number of streets whose names should be changed.

Barrett Dunn spoke about the 200th anniversary of the birth of Baha'ullah. A celebration will be held on Saturday at Colorado Mesa University. Cities around the nation and world have issued proclamations in honor of this event. Ms. Dunn read a proposed proclamation about the anniversary.

Dennis Simpson discussed the process for the 2018 budget adoption. He stated that two meetings were held to discuss the budget with City Council but they were not televised. Mr. Simpson discussed the budget process used by the City of Montrose.

Bruce Lomiller discussed National Homeless Awareness Month and night patrols.

Richard Swingle discussed private enterprise and broadband.

Council Reports

Councilmember Norris attended a Visitor Convention Bureau meeting and the badge pinning and promotions ceremony for the Police Officers. She commented about the budget process and noted all budget workshops and meetings are open to the public and encouraged citizen involvement in City meetings.

Councilmember Kennedy discussed citizen involvement in local government and noted workshops are designed for Council to get informed on certain topics. Workshops are recorded and citizens can receive copies of the recordings. He stated that when disagreements occur, it does not mean Council is not listening. On Friday, a farewell

reception is being held in honor of Kristie Pollard's service to Grand Junction Economic Partnership as she moves on to a new career on the Front Range.

Councilmember McArthur attended Latino after-hours Chamber of Commerce event and a leadership event at the Governor's mansion. He attended the Colorado Municipal League Policy Committee meeting. Councilmember McArthur was in Craig this morning for the AGNC (Associated Governments of Northwest Colorado) meeting and discussed legislation that will be coming forward in the next session.

Councilmember Boeschstein attended an open house at Senator Michael Bennet's office. On Friday, the Colorado Creative District was in Grand Junction and presented ways a creative district could be established in downtown. He attended the Urban Trails Committee meeting and the Colorado Mesa University Water Course. Councilmember Boeschstein thanked Kristie Pollard for her service to Grand Junction.

Councilmember Traylor Smith attended the Parks and Recreation Board meeting. She reported that Requests for Proposals (RFP's) have been submitted for the feasibility study for the recreation center. She discussed ways citizens can be involved in City government by attending meetings and serving on a board. Councilmember Traylor Smith encouraged everyone to review the Council agenda for each meeting.

Council President Taggart held his comments due to the number of anticipated speakers for the North Avenue item (Agenda Item #5).

Consent Agenda

Councilmember Kennedy moved to approve the adoption of the Consent Agenda items #1 through #4. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

1. Approval of Minutes

- a. Summary of the October 2, 2017 Workshop
- b. Minutes of the October 4, 2017 Special Session
- c. Minutes of the October 4, 2017 Regular Meeting

2. Set Public Hearing

- a. Quasijudicial
 - i. Introduction of a Proposed Ordinance Approving an Outline Development Plan (ODP) and a Rezone to Planned Development

(PD) with an R2 (Residential 2 du/ac) Default Zone District for Weeminuche Subdivision Located between 26 & 26 1/2 Roads, South of H 3/4 Road, and Setting a Hearing for November 1, 2017

- ii. Introduction of a Proposed Ordinance Zoning the Holder Annexation, Located at 3040 E Road, and Setting a Hearing for November 1, 2017
- iii. Introduction of a Proposed Ordinance Approving the Downtown Development Authority Tax Increment Debt Financing and Setting a Public Hearing for November 1, 2017

3. Contracts

- a. 2017 Community Development Block Grant Subrecipient Agreement between St. Mary's Hospital Foundation Gray Gourmet Program, Karis, Inc., HomewardBound of the Grand Valley, Marillac Clinic, Grand Valley Catholic Outreach, and Housing Resources of Western Colorado and the City of Grand Junction

4. Resolution

- a. New Outdoor Dining Lease for The Goat and Clover Tavern, LLC Located at 336 Main Street, Suite 104

Discussion and Possible Direction Regarding North Avenue/University Boulevard and CMU 20000

Earlier this year, the Colorado Mesa University 20000 Initiative, the Grand Junction Area Chamber of Commerce, and the North Avenue Business Owners Association proposed to change the name of North Avenue to University Blvd. as an objective of CMU 20000.

City Manager Caton noted this item will include citizen comments and that it is the CMU 20000 Steering Committee formally requesting that City Council reconsider its previous formal designation of the North Avenue name change and to create a five-member task force to make suggestions moving forward.

Jeffrey Hurd, Chairman of the Board of the Chamber of Commerce and co-chair of the CMU 20000 Steering Committee, reviewed the letter that CMU 20000 sent to City Council saying they are concerned that the name change is distracting from CMU's goals of increasing enrollment at the University. Mr. Hurd explained the name change was proposed to revitalize the North Avenue business community. The CMU Steering Committee is requesting a future resolution that formally endorses the CMU 20000 vision, rescind the North Avenue name change, and appoint a task force to suggest

ways to enhance the University's exposure in the community. Mr. Hurd outlined his connection to the community as a resident who was born in Grand Junction and is now raising a family here.

Councilmember McArthur asked if the CMU Steering Committee has a guiding document that outlines its mission. Mr. Hurd responded in the affirmative and the document is available online.

Councilmember Kennedy stated his appreciation for the letter and the heartfelt comments made by Mr. Hurd.

Councilmember Traylor Smith inquired about the purpose of the task force. Mr. Hurd outlined the proposed makeup of the task force and noted its mission would be to increase the visibility of the University.

Councilmember Boeschstein noted the Council's commitment to CMU and North Avenue. He outlined the many improvements made and the support given.

Council President Taggart asked Mr. Hurd to discuss possible recommendations to change street names. Mr. Hurd noted the CMU Steering Committee's commitment to not recommend future name changes.

Council President Taggart stated that the Council has been listening to the comments provided by individuals about this topic.

James Randolph stated former Councils used to interact with citizens and encouraged this Council to get involved with citizens.

Randy Evans questioned the manner in which the North Avenue name change came about. If citizens didn't want the name change, why was it made? Mr. Evans also questioned why success is measured by growth and stated that success should be measured by the quality of life and a strong community.

Roger Sollenbarger spoke about the need for more jobs if families want their children to live in Grand Junction. Mr. Sollenbarger stated that the name University Boulevard was chosen to entice businesses to come to this area.

Sharon Sollenbarger stated that she is supportive of the North Avenue name change.

Steve Fitzgerald discussed the problems associated with trash on North Avenue and two businesses that have left the area.

Robert Cartlage owns a business on North Avenue. He commended CMU 20000 for wanting to work with North Avenue business owners. Mr. Cartlage stated he has called the Police Department multiple times for inappropriate behavior on North Avenue. He and his colleagues take the initiative to clean up graffiti and pick up trash. Mr. Cartlage believes a name change will hurt his business.

LouAnn Harrah is a business owner who fully supports CMU and is offering a 10% discount to University students. She discussed issues important to the community, such as the decreasing debt by the City and the questions on the November ballot. Ms. Harrah noted the burden the name change would have on her business.

Vera McTiddle thanked the City Council for listening. She noted she is against the North Avenue name change.

A citizen who didn't provide her name inquired if Council knew where the University of Notre Dame is to make the point that, even though most don't know the street on which the famous university is located, it is still a world-renowned university. She read a letter by a friend asking that Council rescind the resolution.

Helen Proms thanked Council for the opportunity to speak. She discussed the process under which the North Avenue name change occurred. Ms. Proms discussed the need for changes on North Avenue. She talked about "data torturing" and how data can be manipulated to any outcome desired. Ms. Proms described the cost to change business documents and licenses.

Steve Moore thanked City Council and CMU 20000 for considering rescinding the resolution. He noted this name change has been divisive to the City and requested that money be spent towards improving areas of the City rather than changing street signs.

Jackie Aguilar is a business owner on North Avenue and objected to the process that was utilized to get the name changed. Ms. Aguilar reviewed the letter sent by CMU 20000 and requested that the City Council put this issue on the ballot.

Ora Moore appreciated the letter submitted to City Council and questioned the makeup and vision of the proposed task force.

April Hunter noted this issue has isolated the citizenry and requested that information presented for decision-making be strictly scrutinized. Ms. Hunter offered alternates to the makeup of the task force. She discussed the City's contribution to CMU.

Mike Blosser discussed the movie, "Twelve Angry Men". He noted the characters in the movie changed their opinion of an accused man's guilt after reviewing the evidence. Mr. Blosser discussed the cost to businesses to change signage, directories, uniforms, etc.

Jeff McCluskey noted his past comments to Council about the costs to businesses for the North Avenue name change.

Dennis Simpson addressed his concern over the process that was utilized to change North Avenue's name. He requested that this not happen again. Mr. Simpson noted the actions required to obtain a copy of the audio recording of the workshop and requested that workshops be televised and posted online.

Jerry Hoisington stated his belief in the KISS principle - if it isn't broken, don't fix it. He noted the difference between hearing and listening.

Lori Valencia lives on North Avenue and noted she does not want the name to be changed. Ms. Valencia has discussed the name change with her neighbors and noted they do not like the idea of North Avenue changing. If this item is on the ballot, she and her neighbors won't get to vote as they live in the County. She commended the people who spoke that had differing opinions and thanked Mr. Hurd for his comments. Ms. Valencia offered suggestions for ways the University could increase its visibility.

Leslie Schaffer is a certified petition carrier and described the process she uses to obtain petition signatures. Ms. Schaffer noted people would stop her to sign the petition.

A citizen who didn't provide her name noted the changes she has seen over the years. She discussed the reasons people live in this area and suggested improvements could be made to other schools in the community rather than giving money to the University.

Nancy Bennett thanked Mr. Hurd for his comments and submitting the letter to Council.

Darla McFarland agrees with the comments to help local schools before helping the University. She noted that senior citizens on fixed incomes have difficulty affording increases in expenses/taxes. Ms. McFarland receives social security every month and is lucky to own property that provides additional income.

Mayor Taggart thanked the audience for their comments.

Councilmember Traylor Smith stated City Council does not make decisions in workshops. Formal decisions and votes occur at the dais during regular Council meetings. She stated that there are a number of ways to reach Councilmembers: during breaks at meetings, sending voicemails or emails, writing letters, attending board meetings that advise Council, meeting with Councilmembers in person, etc. She explained that they have been listening, but described that government has a process and they must follow that process. She explained that CMU 20000 initiated the resolution for a name change, and once they asked to rescind that request, they moved on it, not because they weren't listening to the citizen's voices or because their voice was more important, but because that fell in line with the process they have to follow.

Citizen Jerald Hawkins described his involvement in the North Avenue name change. He suggested more information about the name change should have been posted on the City's website. Mayor Taggart explained that Council agendas and minutes are posted online. Councilmember Norris recommended citizens sign up for GJCITY News to read about events that are coming up.

Councilmember Kennedy requested information about the posting requirements for meetings. City Attorney Shaver noted the required posting locations and stated the agenda and minutes are posted online. He also reviewed the process for fulfilling record requests. Councilmember Kennedy noted the importance of citizens being informed of where information can be found.

Councilmember McArthur expressed concern that if the resolution renaming North Avenue was rescinded, another name change could be proposed and adopted in the future. City Attorney Shaver noted that Council could put this item on a future ballot. He discussed the severability of the elements of the ordinance.

Councilmember Kennedy discussed other cases whereby it is required that business owners have a say in future street name changes. City Attorney Shaver noted a process could be crafted to pose similar requirements for Grand Junction. Councilmember Kennedy suggested a task force could address this issue. City Attorney Shaver suggested additional venues to aid in processes, such as involving the Planning Commission or an advisory board to make a recommendation to Council. City Attorney Shaver noted that Council could establish a process requiring an ordinance to change a street name (rather than a resolution).

Councilmember Norris noted that perhaps the task force isn't the appropriate body to explore the name change and the City should not be a member of the task force. Councilmember Norris voted against this measure due to the cost to businesses. She noted there was information out there on the North Avenue name change.

Councilmember Norris asked Council to consider how it can improve communication with the community. She requested that residents send in their input to Council about the budget.

Councilmember Boeschstein noted that Council has new information from the Chamber of Commerce and comments from citizens tonight regarding the North Avenue name change. He suggested the Council could rescind the resolution that changed the name.

Councilmember Traylor Smith moved to approve the letter from the CMU 20000 Steering Committee be referred to staff for the preparation of a draft resolution consistent with the City Council discussion and the requests contained in that letter to rescind Resolution 47-17; and furthermore, that the draft resolution be considered at the November 1, 2017 City Council meeting. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Councilmember Kennedy moved to approve that the other aspects of the letter from the CMU 20000 Steering Committee be referred for consideration at the November 1, 2017 City Council meeting. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Ordinance Vacating Right-of-Way and Easements Located in the Jarvis Subdivision Plat

The City-owned 63-acre site, located between Highway 50 and the Riverside neighborhood along the Colorado River, was recently platted to accommodate future redevelopment. This proposal is to vacate certain rights-of-way and easements that are no longer needed to serve the property or the surrounding area. They include portions of Riverside Park Drive, Lila Avenue, alleys and sewer and utility easements. Future development plans for the property will establish new rights-of-way and easements as needed.

The public hearing was opened at 9:23 p.m.

Kathy Portner, Community Services Manager, outlined the property and future plans for the property and explained that the areas in the request will not impact those plans.

There were no public comments.

The public hearing was closed at 9:29 pm.

Councilmember Boeschstein moved to approve Ordinance No. 4767 An ordinance vacating right-of-way and easements within the Jarvis Subdivision Plat, located at 1001

S. 3rd Street. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

Richard Swingle commented on the notices that are provided for meetings. He believes it is important to make it clear that citizens cannot speak during workshops.

Other Business

There was none.

Adjournment

The meeting adjourned at 9:33 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: November 1, 2017

Presented By: Greg Caton, City Manager, Jodi Romero, Finance Director

Department: City Manager

Submitted By: Jodi Romero, Finance Director

Information

SUBJECT:

An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the Year Beginning January 1, 2018 and Ending December 31, 2018 and Setting a Public Hearing for November 15, 2017 and December 6, 2017

RECOMMENDATION:

Staff recommends setting a public hearing for November 15, 2017 and December 6, 2017 for the 2018 Recommended Budget and Appropriation Ordinance.

EXECUTIVE SUMMARY:

The budget represents the allocation of resources to achieve the goals identified in the City of Grand Junction's Strategic Plan. The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses.

The 2018 Recommended Budget has been discussed with City Council during two four-hour budget workshops. Two more workshops are planned prior to the budget presentation and first public hearing on November 15th, 2017.

Complete documents have been provided to City Council and the public including capital projects and economic development funding detail as well as a line item budget detail by fund. The second public hearing and final adoption will be considered at the December 6th, 2017 City Council meeting.

BACKGROUND OR DETAILED INFORMATION:

The budget represents the allocation of resources to achieve the goals identified in the City of Grand Junction's Strategic Plan. The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses.

The 2018 Recommended Budget has been discussed with City Council during two four-hour budget workshops. Two more workshops are planned prior to the budget presentation and first public hearing on November 15th, 2017. Complete documents have been provided to City Council and the public including capital projects and economic development funding detail as well as a line item budget detail by fund. The second public hearing and final adoption will be considered at the December 6th, 2017 City Council meeting.

The October 2nd Workshop included an overview of the entire 2018 recommended budget as well as the budgets for the major operating departments of the City including Police, Fire, Parks & Recreation, Public Works, and Water. On October 15th, the Downtown Business Improvement and Horizon Drive Business Improvement directors presented their budget and operating plans for 2018. Also on October 16th the City's 2018 recommended capital budget was discussed in accordance with a 10 year capital plan. And the recommended economic development budget was reviewed and discussed by City Council as well.

The 2018 appropriation ordinance is the legal adoption of the City's budget by the City Council for the upcoming fiscal year. In accordance with the Charter the City Manager shall prepare the annual budget and upon approval of it and the appropriation ordinance expend sums of money to pay salaries and other expenses for the operation of the City. The documentation of the proposed revenue and expenses prepared and maintained by the Financial Operations Director in support of the budget and ordinance are incorporated by this reference as if fully set forth. 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 2018 recommended budget.

FISCAL IMPACT:

The 2018 appropriation ordinance and budget are presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City. The appropriation ordinances are consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference.

SUGGESTED MOTION:

I move to introduce a proposed ordinance appropriating certain sums of money to defray the necessary expenses and liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the year beginning January 1, 2018 and ending December 31, 2018 and setting a hearing for November 15 and December 6, 2017.

Attachments

1. 2018 Appropriation Ordinance

ORDINANCE NO. ____

AN ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018

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

SECTION 1. That the following sums of money, or so much therefore as may be necessary, be and the same are hereby appropriated for the purpose of defraying the necessary expenses and liabilities, and for the purpose of establishing emergency reserves of the City of Grand Junction, for the fiscal year beginning January 1, 2018, and ending December 31, 2018, said sums to be derived from the various funds as indicated for the expenditures of:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 70,211,607
Enhanced 911 Fund	101	\$ 3,672,611
Visit Grand Junction Fund	102	\$ 2,185,801
D.D.A. Operations	103	\$ 1,163,715
CDBG Fund	104	\$ 370,224
Parkland Expansion Fund	105	\$ 184,792
Conservation Trust Fund	110	\$ 567,657
Sales Tax CIP Fund	201	\$ 23,783,919
Storm Drainage Fund	202	\$ 16,000
D.D.A. Capital Improvements	203	\$ 9,311,104
Transportation Capacity Fund	207	\$ 1,300,000
Water Fund	301	\$ 8,363,699
Solid Waste Removal Fund	302	\$ 4,621,632
Two Rivers Convention Center Fund	303	\$ 3,421,340
Golf Courses Fund	305	\$ 1,953,525
Parking Authority Fund	308	\$ 534,696
Ridges Irrigation Fund	309	\$ 262,162
Information Technology Fund	401	\$ 7,096,740
Fleet and Equipment Fund	402	\$ 7,195,547
Self-Insurance Fund	404	\$ 3,832,286
Communication Center Fund	405	\$ 7,754,347
Facilities Management Fund	406	\$ 2,815,049
General Debt Service Fund	610	\$ 6,884,160
T.I.F. Debt Service	611	\$ 1,378,941
GJ Public Finance Corp Fund	614	\$ 531,175
Riverside Parkway Debt Retirement Fund	615	\$ 3,167,000
Cemetery Perpetual Care Fund	704	\$ 21,500
Joint Sewer Operations Fund	900	\$ 17,997,559



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: November 1, 2017

Presented By: Allison Blevins, DGJBID Executive Director

Department: Downtown GJ Business Improvement District

Submitted By: Allison Blevins, DGJBID Executive Director

Information

SUBJECT:

Ordinance Expanding the Boundaries of and Including Property Located at 118 S 7th Street into the Downtown Grand Junction Business Improvement District and Setting a Hearing for November 15, 2017

RECOMMENDATION:

The Downtown Grand Junction Business Improvement District (DGJBID) Board recommended approval at their August 10, 2017 meeting.

EXECUTIVE SUMMARY:

Maria V Maestas and Alfred R Maestas have submitted a petition to include their property at 118 S 7th Street into the Downtown Grand Junction Business Improvement District (DGJBID). The DGJBID was formed by the City Council on August 17, 2005 and was reauthorized in December 2014 for an additional twenty year period.

Colorado Revised Statutes provide that the boundaries of a business improvement district can be changed to include property upon the property owner's request so long as the inclusion will not impair the organization or its rights, contracts, obligations, liens or charges. The BID Board has found that inclusion of the Property will not impair the rights, contract, obligations, liens or charges of the District, and that the District will benefit from inclusion of the Property.

BACKGROUND OR DETAILED INFORMATION:

The Downtown Grand Junction Business Improvement District (District) was formed by the City Council on August 17, 2005 by Ordinance No. 3815, in accordance with the

Business Improvement District Act, Part 12 of Article 25 of Title 31 of the Colorado Revised Statutes (the Act). It was first formed for a term of ten years, and then extended to a term of twenty years by Ordinance No. 4651 on December 17, 2014. The District consists of certain taxable real property that is not classified for property tax purposes as either residential or agricultural (see district map, attached). The District was formed to provide resources to promote business activity and improve the economic vitality and overall commercial appeal of the Downtown area. Since its inception the District has operated in compliance with the Act.

Maria V Maestas and Alfred R Maestas are the owners of that certain real property located at 118 S 7th Street, which property is described in the attached Verified Petition (the Property). The Property is within the boundary of the District and is not classified for property tax purposes as either agricultural or residential. The owners desire to be included in the District and to be subject to the rights and obligations thereof. The Board of Directors of the District (Board) desires to include the Property into the boundary. A map of the District's current boundaries is attached.

Section 31-25-1220 of the Colorado Revised Statutes provides that the boundaries of a business improvement district can be changed to include property upon the property owner's request so long as the inclusion will not impair the organization or its rights, contracts, obligations, liens or charges. The BID Board has found that inclusion of the Property will not impair the rights, contract, obligations, liens or charges of the District, and that the District will benefit from inclusion of the Property. City Staff concurs and recommends inclusion of the Property into the District boundaries.

At the public hearing, any person having objections can appear and show cause why the verified petitions for inclusion of property into the BID should not be granted.

FISCAL IMPACT:

Since the District levies its own taxes and assessments, the inclusion of the Property into the District boundaries will not have a financial impact on the City or its budget. Based on the 2017 assessment the revenue amount to the BID would have been approximately \$508. The current total 2017 assessment for the 283 properties in the BID was \$147,270.

SUGGESTED MOTION:

I move to introduce a proposed ordinance expanding the boundaries of and including property at 118 S 7th Street into the Downtown Grand Junction Business Improvement District and setting a hearing for November 15, 2017.

Attachments

1. 118 S7th signed petition DGJBID

2. BID Boundary Map inc. Las Marias
3. Las Marias Ordinance, 1st Reading

**VERIFIED PETITION FOR INCLUSION OF PROPERTY
INTO THE
DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT**

TO: City Council, City of Grand Junction, Colorado

The undersigned Petitioners, Maria V Maestas and Alfred R Maestas, own, as tenants in common, the following described property located within the boundaries of the City of Grand Junction, in the County of Mesa, Colorado:

LOT 1 DONLAN SUBDIVISION SEC 14 1S 1W UM - 5,393 SQ FT OR 0.12AC+/-

(the "Property"). The address of the Property is **118 S 7th Street**.

The Petitioners hereby respectfully petition the City Council of the City of Grand Junction, Colorado pursuant to Section 31-25-1220, C.R.S. for the inclusion of the Property into the Downtown Grand Junction Business Improvement District ("the District").

The Petitioners hereby request that the Property be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that a certified copy of said Ordinance be recorded with the Mesa County Clerk and Recorder on or about the effective date of said Ordinance, and that from and after the recording of the certified copy of the Ordinance, the Property shall be subject to the levy of taxes for payment of its proportionate share of any indebtedness of the District outstanding at the time of inclusion and liable for assessments for any obligations of the District.

The Petitioners hereby represent to the City Council and verify that they are the owners of the Property described above and that no other persons, entity or entities own an interest therein except as holders of encumbrances.

Acceptance of this Petition shall be deemed to have occurred at the time when the City Council sets the date (by publication of notice thereof) for the public hearing for consideration of the Petition.

In accordance with Section 31-25-1220(1), C.R.S., this Petition is accompanied by a deposit of monies sufficient to pay all costs of the inclusion proceedings.

PETITIONERS:

MARIA V MAESTAS

Maria V. Maestas

Address: 146 29 RD, GRAND JUNCTION, CO 81503

STATE OF COLORADO)

) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged and sworn to before me this 25th day of

July, 2017 by Maria V. Maestas.

Witness my hand and official seal.

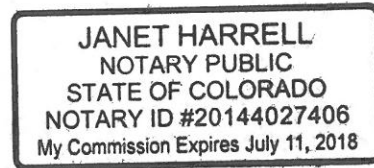
My commission expires: 7-11-2018

Janet Harrell
Notary Public

ALFRED R MAESTAS

Alfred R. Maestas

Address: 146 29 RD, GRAND JUNCTION, CO 81503



STATE OF COLORADO)

) ss.

COUNTY OF MESA)

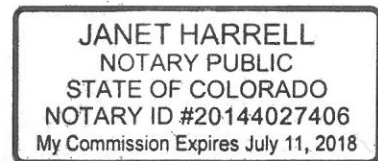
The foregoing instrument was acknowledged and sworn to before me this 25th day of

July, 2017, by Alfred R. Maestas

Witness my hand and official seal.

My commission expires: 7-11-2018

Janet Harrell
Notary Public

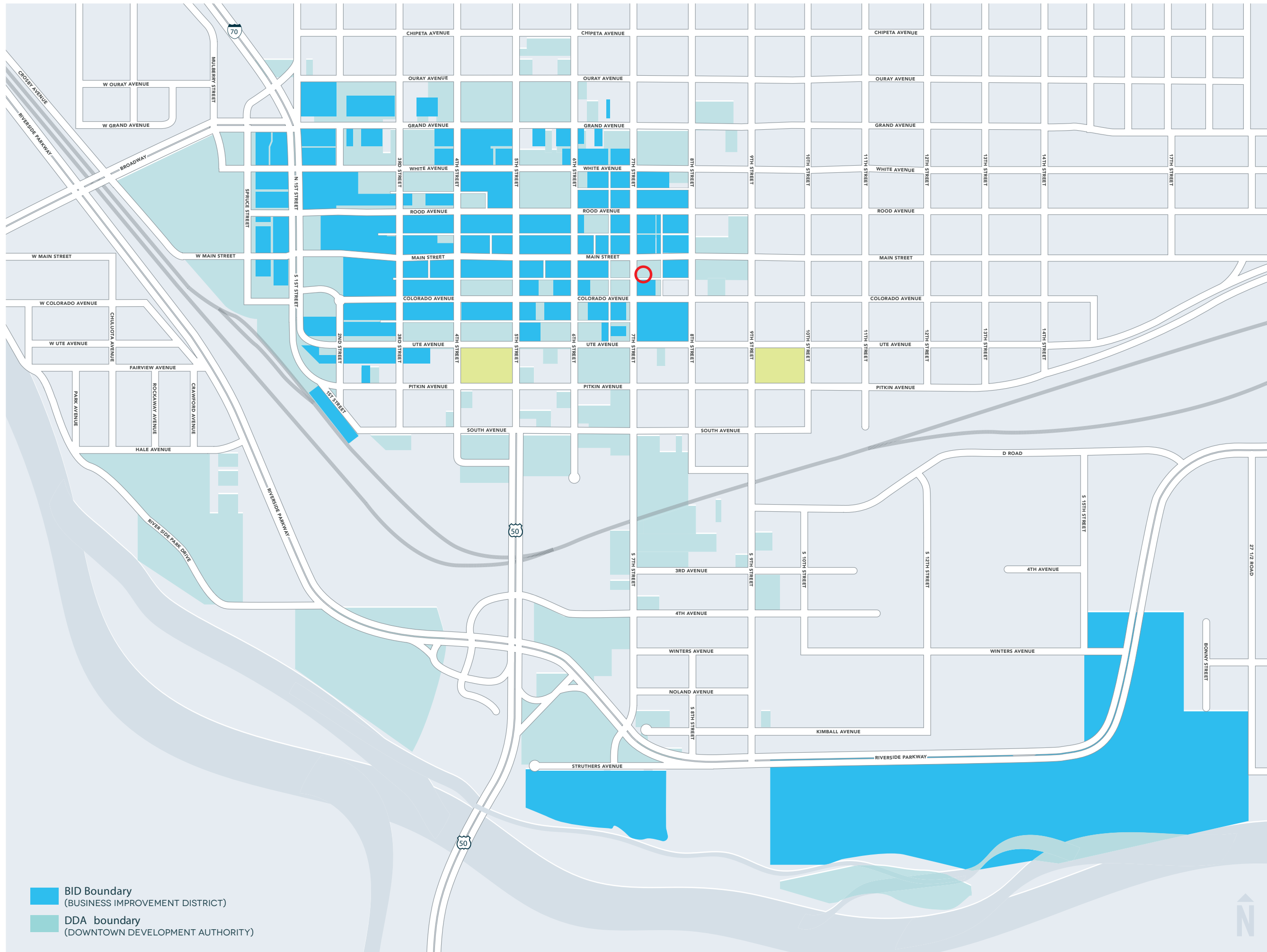


DOWN TOWN

GRAND JUNCTION, CO

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ORDINANCE NO.

AN ORDINANCE EXPANDING THE BOUNDARIES OF AND INCLUDING PROPERTY LOCATED AT 118 S 7TH STREET INTO THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT

Recitals:

The Downtown Grand Junction Business Improvement District (District) was formed by the Grand Junction City Council by Ordinance No. 3815 on August 17, 2005 in accordance with the Business Improvement District Act, Part 12 of Article 25 of Title 31 of the Colorado Revised Statutes (the Act). The District's term was extended from ten to twenty years by Ordinance No. 4651 on December 17, 2014.

The District consists of taxable real property that is not classified for property tax purposes as either residential or agricultural (together with the improvements thereon). It was formed to provide resources to promote business activity and improve the economic vitality and overall commercial appeal of the Downtown area. Since its inception the District has operated in compliance with the Act.

Maria V Maestas and Alfred R Maestas own real property in the Downtown area located at 118 S. 7th Street which they seek to have included into the boundaries of the District. Maria V Maestas and Alfred R Maestas have submitted a Verified Petition for Inclusion of Property into the Downtown Grand Junction Business Improvement District (Petition).

The District's Board of Directors supports inclusion of the Property and finds that the rights, contracts, obligations, liens and charges of the District will not be impaired by the expansion of its boundaries to include the Property, and believes that the District will benefit from the inclusion.

Notice was posted in accordance with C.R.S. §31-25-1220 informing all persons having objection to appear at the time and place stated in the notice and show cause why the petition should not be granted.

The City Council finds that:

- The Petitioner owns the Property requested to be included;
- The Petition is sufficient;
- The Property is not classified for property tax purposes as either agricultural or residential;
- The District will not be adversely affected by the inclusion of the Property;
- The failure of persons to appear and show cause against inclusion of the Property into the boundaries of the District is deemed to be assent on their part to the inclusion;
- No cause has been shown that the Property should not be included;

- Expansion of the boundaries of the District to include the Property furthers the goals and policies of the Comprehensive Plan and the Economic Development Plan and serves the interests of the District and the community.

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

The following real property together with improvements thereon shall be included in the Downtown Grand Junction Business Improvement District:

LOT 1 DONLAN SUBDIVISION SEC 14 1S 1W UM - 5,393 SQ FT OR 0.12AC+/-

Address: 118 S 7th Street, Grand Junction, Colorado 81501

Parcel Number: 2945-144-61-001

The City Clerk is directed to file a certified copy of this Ordinance with the Mesa County Clerk and Recorder.

Said property shall thereafter be subject to the levy of taxes for the payment of its proportionate share of any indebtedness of the district outstanding at the time of inclusion.

Introduced on first reading this ____ day of _____, 2017 and ordered published in pamphlet form.

Adopted on second reading this ___ day of _____, 2017 and ordered published in pamphlet form.

President of the City Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #3.a.i.

Meeting Date: November 1, 2017
Presented By: Scott D. Peterson, Senior Planner
Department: Community Development
Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Request for Continuance of Public Hearing to December 6, 2017 for an Ordinance Approving an Outline Development Plan (ODP) and a Rezone to Planned Development (PD) with an R-2 (Residential - 2 du/ac) default zone district for Weeminuche Subdivision located between 26 & 26 1/2 Roads, south of H 3/4 Road

RECOMMENDATION:

Staff has reviewed the Applicant's request for continuance and recommends continuing the public hearing to the December 6th City Council meeting.

EXECUTIVE SUMMARY:

The Applicant, 26 Road LLC, is requesting a continuance for the public hearing for the request to rezone to Planned Development (PD) with an R-2 (Residential – 2 du/ac) default zone district as well as the approval of an Outline Development Plan (ODP) for Weeminuche Subdivision.

The proposed plan will develop a 303 lot, single-family residential subdivision on 151.18 +/- acres. The ODP establishes specific performance standards that the development will be required to meet and conform with through each and every development phase, as authorized by Section 21.02.150 (b) of the Zoning and Development Code. The project is located between 26 & 26 1/2 Roads, south of H 3/4 Road. The Applicant is proposing to provide significant trails, open space and play areas as a long-term public benefit.

BACKGROUND OR DETAILED INFORMATION:

The first reading of this Ordinance was held on October 18, 2017 and the second reading

was scheduled for November 1st.

Documents associated with first reading of the ordinance can be found [here](http://grandjunctioncityco.iqm2.com/citizens/FileOpen.aspx?Type=1&ID=1617&Inline=True): <http://grandjunctioncityco.iqm2.com/citizens/FileOpen.aspx?Type=1&ID=1617&Inline=True>.

The Applicant's representative is requesting a continuance citing the need or additional time for the Applicant to review, in greater detail the information received in the Planning Commission Hearing and to allow for further discussions with City Staff, if necessary.

FISCAL IMPACT:

This action does not have any direct fiscal impact for the City.

SUGGESTED MOTION:

I move to continue the public hearing for the Ordinance Approving an Outline Development Plan (ODP) and a Rezone to Planned Development with an R-2 default zone district for Weeminuche Subdivision located between 26 & 26 1/2 Roads, south of H 3/4 Road to December 6th, 2017.

Attachments

1. Request from Applicant for Continuance

October 23, 2017

City of Grand Junction
Attn: Scott Peterson, Senior Planner
250 North 5th Street
Grand Junction, CO 81501

RE: City Council Hearing Extension
Weeminuche Subdivision
Between 26 Road, H 3/4 Road, 26 1/2 Road
Grand Junction, CO 81505

V.E.I. #: F17-006

Dear Mr. Peterson,

On behalf of the applicant, Vortex Engineering respectfully requests that the Weeminuche Subdivision be continued from the City Council Meeting Agenda for November 1, 2017. The continuance is requested with an extension to a future City Council hearing date to be discussed but preferably in December 2017.

This request is made to allow the applicant to review, in greater detail, the information received in the Planning Commission Hearing and to allow for further discussions with City Staff, if necessary.

We appreciate the consideration of this request and upon your review, please do not hesitate to contact me at 970-245-9051 with any questions or concerns that you may have. Thank you.

Sincerely,
Vortex Engineering, Inc.



Robert W. Jones II, P.E.

Cc: File



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: November 1, 2017

Presented By: Rob Schoeber, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Rob Schoeber, Parks and Recreation Director

Information

SUBJECT:

Resolution Supporting the Re-Authorization of Lottery Proceeds by the General Assembly in 2018 According to Constitutional, Voter Approved Formula: 50% Great Outdoors Colorado, 40% Conservation Trust Fund and 10% Colorado Parks and Wildlife

RECOMMENDATION:

Adopt a Resolution Supporting Reauthorization by the General Assembly of the Colorado Lottery Division in 2018.

EXECUTIVE SUMMARY:

Every Colorado Lottery game funds the places that help make Colorado an incredible place to live and play. Since 1983, more than \$3 billion have been invested to protect Colorado's wilderness and create trails, parks, pools, and recreation. As a result, the impact of Lottery dollars can be seen all across the state, in ways both big and small.

In 1994, Colorado voters made the decision to distribute profits from the sale of Lottery products according to this formula: 50 percent to the Great Outdoors Colorado (GOCO) Trust Fund, 40 percent to the Conservation Trust Fund, and 10 percent to Colorado Parks and Wildlife. GOCO funds in FY17 are capped at \$64.9 million and funds that exceed the GOCO cap go to the Colorado Department of Education, Public School Capital Construction Assistance Fund.

BACKGROUND OR DETAILED INFORMATION:

GOCO invests a portion of Colorado Lottery proceeds to help preserve and enhance

the state's parks, trails, wildlife, rivers and open spaces. Their independent board awards competitive grants to local governments and land trusts, and makes investments through Colorado Parks and Wildlife. Created by voters in 1992, GOCO has committed more than \$917 million in lottery proceeds to more than 4,800 projects in all 64 counties without any tax dollar support.

In the years ahead, GOCO's work will be guided by a strategic plan with three primary goals, protect more urban and rural land for people and wildlife, connect people to the outdoors by increasing bike and pedestrian access in communities across Colorado, and inspire more kids and their families to explore and take care of our great outdoors by addressing the growing disconnect between youth and nature.

FISCAL IMPACT:

In the past the GOCO Trust Fund has distributed over \$16.5 million to the City of Grand Junction. \$4.1 million was awarded through capital project grants and \$12.4 million was distributed through the Conservation Trust Fund.

SUGGESTED MOTION:

I move to adopt Resolution No. 60-17 - A Resolution Supporting the Re-Authorization of Lottery Proceeds by the General Assembly in 2018 According to Constitutional, Voter Approved Formula: 50% Great Outdoors Colorado, 40% Conservation Trust Fund and 10% Colorado Parks and Wildlife.

Attachments

1. Resolution

RESOLUTION NO. ____-17

A RESOLUTION SUPPORTING THE RE-AUTHORIZATION OF LOTTERY PROCEEDS BY THE GENERAL ASSEMBLY IN 2018 ACCORDING TO CONSTITUTIONAL, VOTER APPROVED FORMULA: 50% GREAT OUTDOORS COLORADO, 40% CONSERVATION TRUST FUND AND 10% COLORADO PARKS & WILDLIFE

Recitals:

WHEREAS, The Grand Junction Parks & Recreation Department is dedicated to providing all people quality recreation and leisure opportunities managed with integrity and professionalism, and

WHEREAS, Colorado voters provided for a statewide lottery, and in a subsequent election adopted the Great Outdoors Colorado (GOCO) amendment to the state constitution, which directs that lottery profits be used for parks, open space, wildlife, and outdoor recreation purposes, and

WHEREAS, following the voters' approval of a lottery, the General Assembly created a Lottery Division in the State Department of Revenue to administer the lottery, and

WHEREAS, as provided in the GOCO amendment, lottery profits are allocated to the Great Outdoors Colorado Trust Fund (GOCO Trust Fund), the Conservation Trust Fund, and to the Colorado Division of Parks and Wildlife, and

WHEREAS, since 1992 the GOCO Trust Fund has distributed approximately \$1 billion in grants for projects to improve communities in all of Colorado's 64 counties. Funds have helped connect families to the outdoors, improved local trails, and parks, built outdoor recreation facilities, preserved ranchlands, water resources, and view corridors, improved river access and quality and conserved wildlife habitat, and

WHEREAS, the GOCO Trust fund has distributed over \$4.1 million directly to the City of Grand Junction for these purposes, and

WHEREAS, since 1983 the Conservation Trust Fund has distributed approximately \$1 billion in grants to counties, municipalities, and special districts for acquisition, development, and maintenance of new conservation sites, capital improvements, and maintenance for recreational purposes on public sites, and

WHEREAS, the Conservation Trust Fund has distributed over \$12.4 million directly to the City of Grand Junction for these purposes, and

WHEREAS, since 1992 the GOCO Trust Fund has distributed approximately \$215 million of lottery proceeds in support of Colorado's 42 state parks, funding parkland acquisition, park development and operations, trail construction and maintenance, environmental education, youth and volunteer programs and stewardship and natural resource management, and

WHEREAS, the Colorado Lottery Division is critical to the administration of the entire GOCO program and the Division is set to expire unless extended by the General Assembly, which during its 2018 session will consider legislation to extend the Division to 2039:

NOW THEREFORE, BE IT RESOLVED, that the City of Grand Junction strongly urges the General Assembly to approve legislation during its 2018 session to reauthorize the Colorado lottery division until 2039.

Passed and adopted this ___ day of _____, 2017.

J. Merrick Taggart
President of the City Council

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: November 1, 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 Local Park and Outdoor Recreation grant program for completion of the Las Colonias Park Boat Launch

RECOMMENDATION:

Adopt a Resolution Authorizing the City Manager to Submit a Grant Request to Great Outdoors Colorado for the completion of the Las Colonias Park Boat Launch.

EXECUTIVE SUMMARY:

The Great Outdoors Colorado (GOCO) Local Park and Outdoor Recreation (LPOR) grant program provides funds for new park development, enhancing existing park facilities, park land acquisition, and environmental education facilities.

The Grand Valley is greatly in need of a downtown boat launch. There are six public boat ramps providing access to the Colorado River: Town of Palisade ramp, James M. Robb River State Parks - Corn Lake Section ramp, James M. Robb River State Parks - Connected Lakes Section ramp, City of Grand Junction Blue Heron ramp, James M. Robb River State Parks - Fruita Section ramp, and the Bureau of Land Management Loma ramp. The addition of a ramp at Las Colonias Park will improve all ability accessibility, increase opportunities for Grand Junction residents, and improve safety for this stretch of river.

The Las Colonias Park Boat Launch will include a concrete boat ramp, parking, road connections from the Business Park, a restroom/shelter, and park amenities such as benches, bike racks, and concrete walks. The ramp and associated facilities will be a major

draw for all types of boating and rafting enthusiasts including stand up paddle boarding and kayaking. In addition, the ramp will be heavily utilized for programming by Colorado Discover Ability increasing their opportunities from eight times a season to three times a week. In addition, the Grand Junction Fire Department and Mesa County Search and Rescue are strongly in support of this downtown location to assist with their rescue operations and training.

The LPOR program funds a maximum of \$350,000 per project and applicants are required to provide at least 25% of the total project cost in matching funds with at least 10% of that being cash. GOCO typically receives three times the requests as they have in funding. 2018 funding for LPOR, planning, and mini-grants is \$6 million, so the cycle will be extremely competitive. Applications are due November 2.

This request is for authorization to submit a request to GOCO for a maximum grant request of \$350,000 million, with a cash match of almost \$1 million for the construction of the ramp and associated facilities.

BACKGROUND OR DETAILED INFORMATION:

There are six formal boat ramps serving the Grand Valley from Palisade to Loma. The Fruita launch is the only one with asphalt parking and a concrete pad; all others are gravel river access, many of which have no associated facilities such as restrooms. The Las Colonias Park boat launch is almost exactly in the middle of these existing launches. The main stretch of river in Grand Junction is serviced by three public boat ramps, two of which routinely experience full parking lots, loading and unloading congestion, and extreme use. Corn Lake is located 5 ½ river miles east of Las Colonias Park and is operated by Colorado Parks and Wildlife (CPW). There is a small parking lot next to the ramp and two vault toilets. Blue Heron boat launch is the other ramp that encounters extreme use. It is five miles west of Las Colonias Park and is operated by the City of Grand Junction. There is no fee for this ramp, and there are no amenities including restrooms. The Las Colonias Park ramp would be heavily utilized in this 10 1/4 mile inaccessible stretch of river.

The GOCO LPOR grant program funds new park development, enhancement of existing park facilities, park land acquisition, and environmental education facilities. Maximum funding is capped at \$350,000 per project. Applicants are required to provide at least 25% of the total project cost in matching funds with at least 10% of that being cash. The LPOR cycles are typically extremely competitive, in fact, only 35% of requests were funded in the 2017 cycle. 2018 funding for LPOR, planning, and mini-grants is \$6 million. Applications are due November 2.

This request is for authorization to submit a request to GOCO for a maximum grant request of \$350,000 million, with a cash match of almost \$1 million for the construction of the ramp and associated facilities.

FISCAL IMPACT:

The total project cost is approximately \$1.3 million with a maximum grant request of \$350,000. Match requirements include 25% overall match of total project cost with 10% of that being cash. The City’s cash match is derived from the Las Colonias Business Park funds for development of the park amenities.

Source of Funds	Status	Amount
GOCO Grant Request	Requested/Notification March 2018	\$350,000
City of Grand Junction	Secured	\$975,000
Grand Junction Lions Club	Secured	\$5,000
Riverfront Foundation	Requested/Notification October 2017	\$5,000
Downtown Development Authority	Secured	\$2,500
Grand Junction Economic Partnership	Secured	\$500
Mesa County Search and Rescue	Secured	\$500
Other Unsecured Requests		\$5,500
	TOTAL	\$1,344,000

SUGGESTED MOTION:

I move to adopt Resolution No. 61-17 - A resolution supporting the grant application for a local park and outdoor recreation grant application from the State Board of the Great Outdoors Colorado Trust Fund for the construction of the Las Colonias Park Boat Launch.

Attachments

1. Resolution
2. Revised Master Plan
3. Boat Launch Conceptual

RESOLUTION NO. __ - 17

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A LOCAL PARK AND OUTDOOR RECREATION GRANT APPLICATION FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR THE CONSTRUCTION OF THE LAS COLONIAS PARK BOAT LAUNCH.

WHEREAS, the City of Grand Junction supports the Great Outdoors Colorado grant application for the Las Colonias Park Boat Launch. 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 \$350,000 from Great Outdoors Colorado to complete the Las Colonias Park Boat Launch.

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

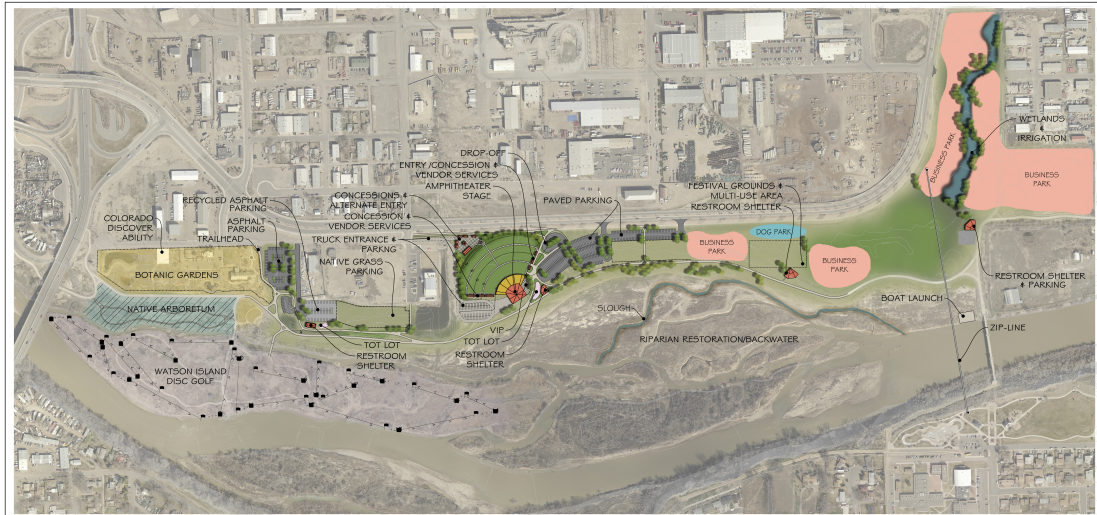
- Section 1: The City Council of the City of Grand Junction strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.
- Section 2: If the grant is awarded, the City Council of the City of Grand Junction strongly supports the completion of the project.
- 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 Local Park and Outdoor Recreation 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 Las Colonias Park Boat Launch 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:

City Clerk

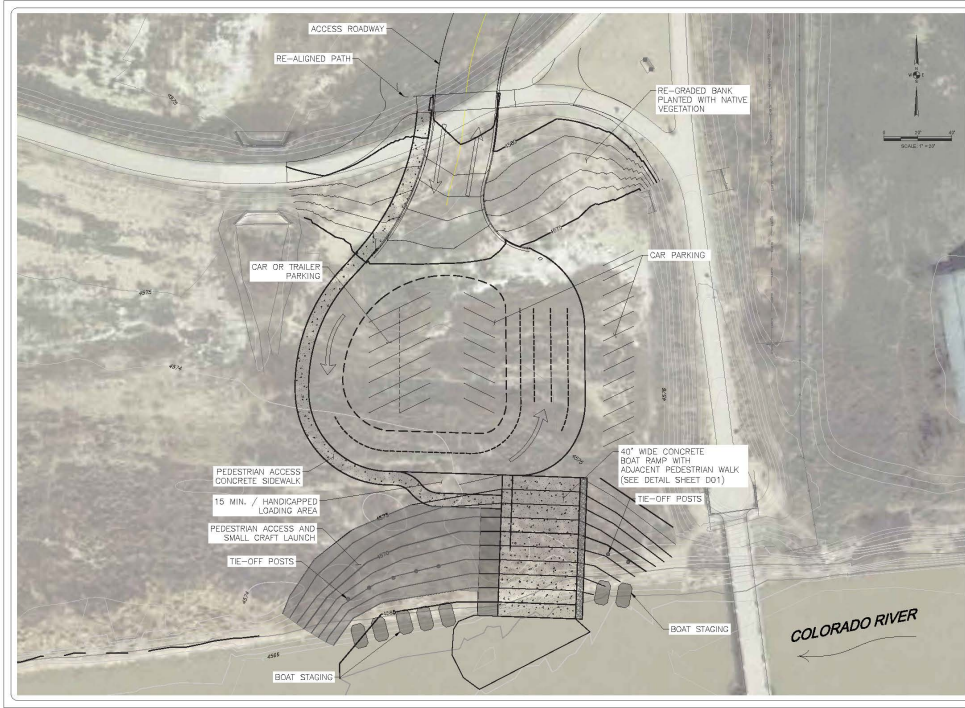


LAS COLONIAS
 GRAND JUNCTION, COLORADO



REVISED 2017





**LAS COLONIAS PARK
BOAT LAUNCH
SITE PLAN**

	NOT FOR CONSTRUCTION
<small>City of Grand Junction Park and Recreation 250 South Six Street Grand Junction, CO 81501 970.249.2866</small>	
<small>RiverPartners P.O. Box 2048 Las Alamos, CO 81423 www.riverpartners.org</small>	
<small>Project and site name Las Colonias Park Boat Launch Recreation Project Las Colonias Park Grand Junction, CO 81501</small>	
<small>Project No. 0024-005</small>	<small>Sheet No. ROI</small>
<small>Date OCT 2017</small>	



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: November 1, 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 Colorado State Recreational Trails Grant for Matching Funds for the Lunch Loop Trail Project

RECOMMENDATION:

Adopt a Resolution Authorizing the City Manager to Submit a Grant Request to Colorado State Recreational Trails Grant for matching funds for the Lunch Loop Trail project.

EXECUTIVE SUMMARY:

In September of 2017, GOCO awarded the City of Grand Junction \$1.5 million to construct the 1.5 mile Lunch Loop trail that connects the No Thoroughfare trail to the Lunch Loops Trailhead. Upon completion, this project will connect the Riverfront Trail, downtown Grand Junction, area neighborhoods including Riverside, James M. Robb River State Park - Connected Lakes Section, the Audubon Trail, Lunch Loops, and Three Sisters open space.

The Colorado Parks and Wildlife (CPW) Colorado State Recreational Trails Grant provides funding for projects, large and small, for recreational trails, trail planning, and trail support. Applicants may request up to \$250,000 for trail construction projects. The program is a partnership among: CPW, Great Outdoors Colorado (GOCO), the Federal Recreational Trails Program, and the Land and Water Conservation Fund.

This request is for authorization to submit a \$225,000 request to Colorado State Recreational Trails to assist with matching funds for the Lunch Loop Trail project. The project has secured just over \$2 million to date from GOCO, City of Grand Junction, Mesa County, One Riverfront (formerly Riverfront Foundation), and El Pomar Foundation; the Colorado State Recreational

Trails grant, along with a successful grant from the Gates Family Foundation and private donations, will secure the remainder of the required match.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction was awarded a \$1.5 million grant from GOCO for the construction of the Lunch Loop Trail from the current dead-end at D Road and Monument Road to the Lunch Loop parking lot. This trail connection will connect the Riverfront Trail, downtown Grand Junction, area neighborhoods including Riverside, James M. Robb River State Park - Connected Lakes Section, the Audubon Trail, Lunch Loops, and Three Sisters open space.

The project has secured just over \$2 million to date from GOCO, City of Grand Junction, Mesa County, One Riverfront (formerly Riverfront Foundation), and El Pomar Foundation. One of the two additional grant opportunities is the Colorado Parks and Wildlife 2018 Non-Motorized Trails Grant program which provides funding for projects, large and small, for recreational trails, trail planning, and trail support. This program is a partnership among: CPW, GOCO, the Federal Recreational Trails Program, and the Land and Water Conservation Fund. The remaining grant funds will be secured through efforts of the Mesa Land Trust and applications currently being considered by the Gates Family Foundation and private donations. If secured, this CPW grant, the application to Gates Family Foundation, and the small amount of private donations will secure the remaining required matching funds.

FISCAL IMPACT:

The total project cost for the Lunch Loop Trail project is \$2.5 million. The Colorado State Recreational Trails grant request is capped at \$250,000 with a 30% match requirement, which is easily attained with the \$1.5 million grant funding from GOCO. Mesa Land Trust is actively pursuing additional funding opportunities including \$200,000 from foundations and private donors.

Funding Source	Status	Amount
CPW State Trails Grant	Requested/Notification Apr 2018	\$225,000
Great Outdoors Colorado	Secured	\$1,517,045
City of Grand Junction	3 years at 75,000 per year by annual appropriations	\$225,000
Mesa County	3 years at 75,000 per year by annual appropriations	\$225,000
El Pomar Foundation	Secured	\$15,000
Riverfront Foundation	Secured	\$50,000
	TOTAL	\$2,257,045
Mesa Land Trust	Remaining to be raised	\$206,840

SUGGESTED MOTION:

I move to adopt Resolution No. 62-17 - A resolution supporting the grant application for a grant application from Colorado Parks and Wildlife Colorado State Recreational Trails for the construction of the Lunch Loop Trail.

Attachments

1. Resolution
2. Lunch Loop Diagram

RESOLUTION NO. __ - 17

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT APPLICATION FROM COLORADO PARKS AND WILDLIFE COLORADO STATE RECREATIONAL TRAILS FOR THE CONSTRUCTION OF THE LUNCH LOOP TRAIL

WHEREAS, the City of Grand Junction supports the Colorado State Recreational Trails 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 \$250,000 from Colorado Parks and Wildlife 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 Colorado State Recreational Trails.
- 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 Colorado State Recreational Trails 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 Colorado Parks and Wildlife and the Colorado State Recreational Trails grant program.
- Section 8: This resolution to be in full force and effect from and after its passage and approval.

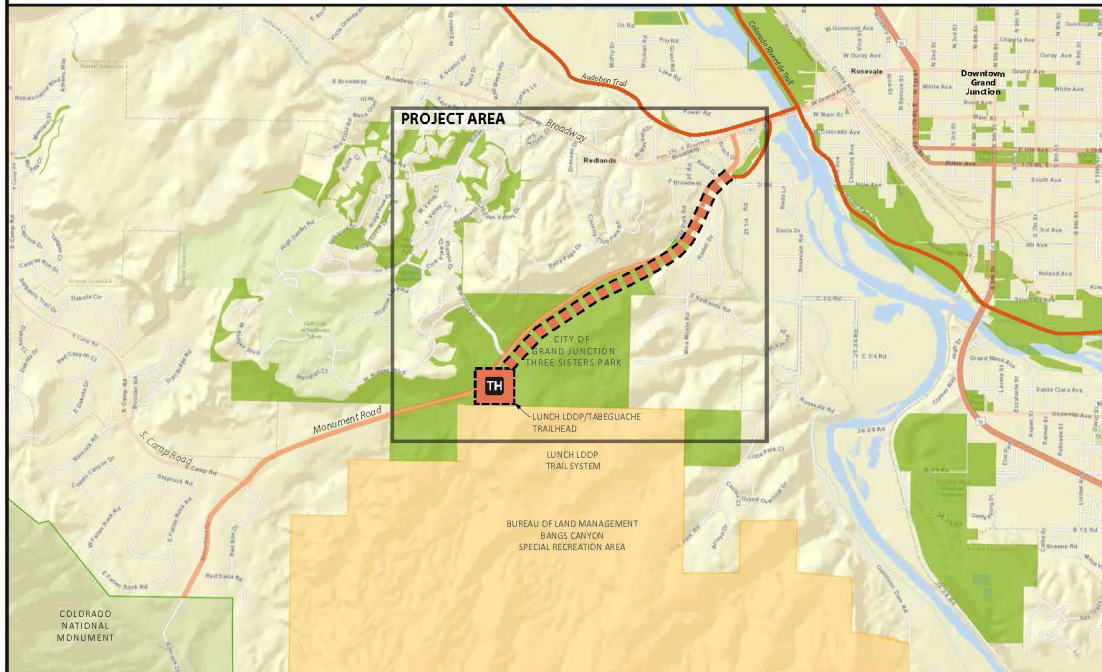
Passed and adopted this ____ day of _____, 2017.

President of the City Council

ATTEST:

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





Grand Junction City Council

Regular Session

Item #4.d.

Meeting Date: November 1, 2017

Presented By: Scott Hockins, Purchasing Supervisor

Department: Finance

Submitted By: Scott Hockins, Purchasing Supervisor

Information

SUBJECT:

Resolution Authorizing a Telecommunication Facility at Columbine Park

RECOMMENDATION:

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

EXECUTIVE SUMMARY:

Verizon Wireless has identified City-owned Columbine 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.

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 Columbine 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 Columbine 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 the softball field. 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 \$20,000 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 2%. 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. 63-17 - 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 Columbine Park Property Located at 540 28 1/4 Road.

Attachments

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

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 COLUMBINE PARK PROPERTY LOCATED AT 540 28 1/4 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 Columbine 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 northwest border of the property, behind the softball fields within the City limits.

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 softball field. 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:

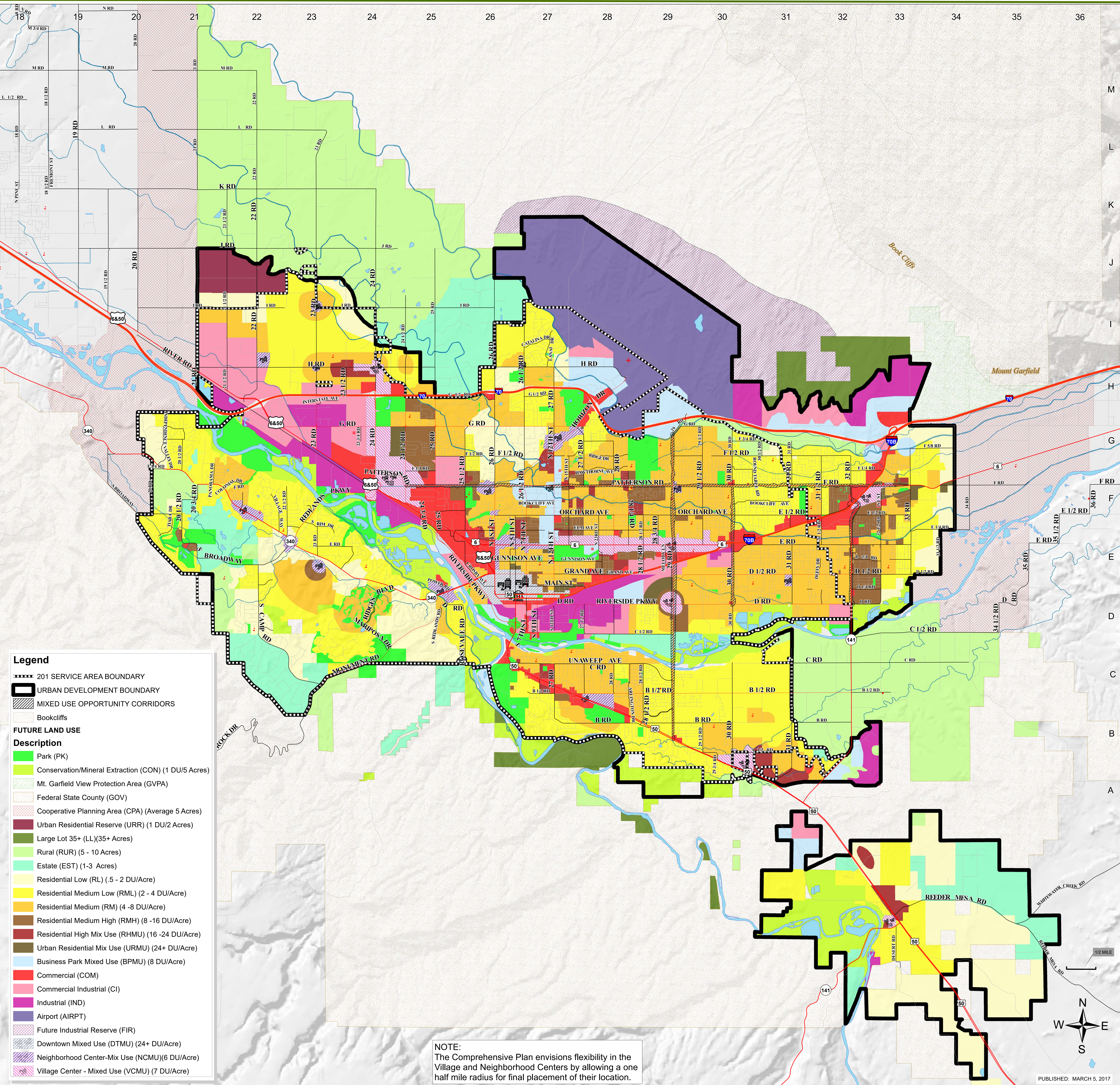
The City of Grand Junction Finance Department is authorized to enter into the Option and Land Lease Agreement with Verizon Wireless for the placement of a wireless telecommunication tower on the Columbine Park property located at 540 28 1/4 Road. (Exhibit A).

PASSED AND APPROVED this ____ day of _____, 2017.

President of the Council

ATTEST:

City Clerk



Legend

- 201 SERVICE AREA BOUNDARY
- URBAN DEVELOPMENT BOUNDARY
- MIXED USE OPPORTUNITY CORRIDORS
- Bookcliffs

FUTURE LAND USE

Description

- Park (PK)
- Conservation/Mineral Extraction (CON) (1 DU/5 Acres)
- Mt. Garfield View Protection Area (GVPA)
- Federal State County (GOV)
- Cooperative Planning Area (CPA) (Average 5 Acres)
- Urban Residential Reserve (URR) (1 DU/2 Acres)
- Large Lot 35+ (LL)(35+ Acres)
- Rural (RUR) (5 - 10 Acres)
- Estate (EST) (1-3 Acres)
- Residential Low (RL) (.5 - 2 DU/Acre)
- Residential Medium Low (RML) (2 - 4 DU/Acre)
- Residential Medium (RM) (4 - 8 DU/Acre)
- Residential Medium High (RMH) (8 - 16 DU/Acre)
- Residential High Mix Use (RHMU) (16 - 24 DU/Acre)
- Urban Residential Mix Use (URMU) (24+ DU/Acre)
- Business Park Mixed Use (BPMU) (8 DU/Acre)
- Commercial (COM)
- Commercial Industrial (CI)
- Industrial (IND)
- Airport (AIRPT)
- Future Industrial Reserve (FIR)
- Downtown Mixed Use (DTMU) (24+ DU/Acre)
- Neighborhood Center-Mix Use (NCMU)(6 DU/Acre)
- Village Center - Mixed Use (VCMU) (7 DU/Acre)

NOTE:
The Comprehensive Plan envisions flexibility in the Village and Neighborhood Centers by allowing a one half mile radius for final placement of their location.

PROJECT DATA

SITE NAME: CO3-M FALCON
ADDRESS: 540 28 1/4 RD.
 GRAND JUNCTION, CO 81501

JURISDICTION: CITY OF GRAND JUNCTION
BUILDING CODE: 2012 IBC

VERIZON PROJECT #: 20151263429

PROJ. SUMMARY: PROPOSED CONSTRUCTION OF A WIRELESS FACILITY FOR VERIZON WIRELESS, KNOWN AS "CO3-M FALCON". ALL WORK INCLUDES INSTALLING PROPOSED CABINETS, AND RUNNING ALL REQUIRED POWER AND SIGNAL CABLES FROM THE PROPOSED CABINETS TO THE PROPOSED ANTENNAS MOUNTED ON PROPOSED MONOPOLE.

CODE INFORMATION:

PROPOSED CONSTRUCTION

CONSTRUCTION TYPE (EQUIP. PLATFORM): N/A
OCCUPANCY (EQUIP. PLATFORM): B-UNMANNED
STRUCTURE HEIGHT (EQUIP. PLATFORM): 12'-1 3/4" A.G.L.
NO. STORIES (EQUIP. PLATFORM): ONE (1)
GROSS BUILDING AREA (EQUIP. PLATFORM): 103 S.F.
OCCUPANT LOAD (EQUIP. PLATFORM): 2/UNMANNED
BUILDING CODE: 2012 IBC
ELEVATION: 4636

PROJECT CONTACTS

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

OWNER:
 CITY OF GRAND JUNCTION
 250 N. 5TH ST.
 GRAND JUNCTION, CO 81501

DONI MITCHELL
 303-388-2918

JAY VALENTINE
 970-244-1517

VERIZON WIRELESS CONSTRUCTION MANAGER:
 3131 SOUTH VAUGHN WAY
 AURORA, CO 80014

ZONING:
 BLACK & VEATCH
 4600 S. SYRACUSE ST.
 SUITE 800
 DENVER, CO 80237

JASON SHELLEDY
 970-646-1283

JEFF SHERER
 720-834-4349

VERIZON WIRELESS RF ENGINEER:
 3131 SOUTH VAUGHN WAY
 AURORA, CO 80014

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

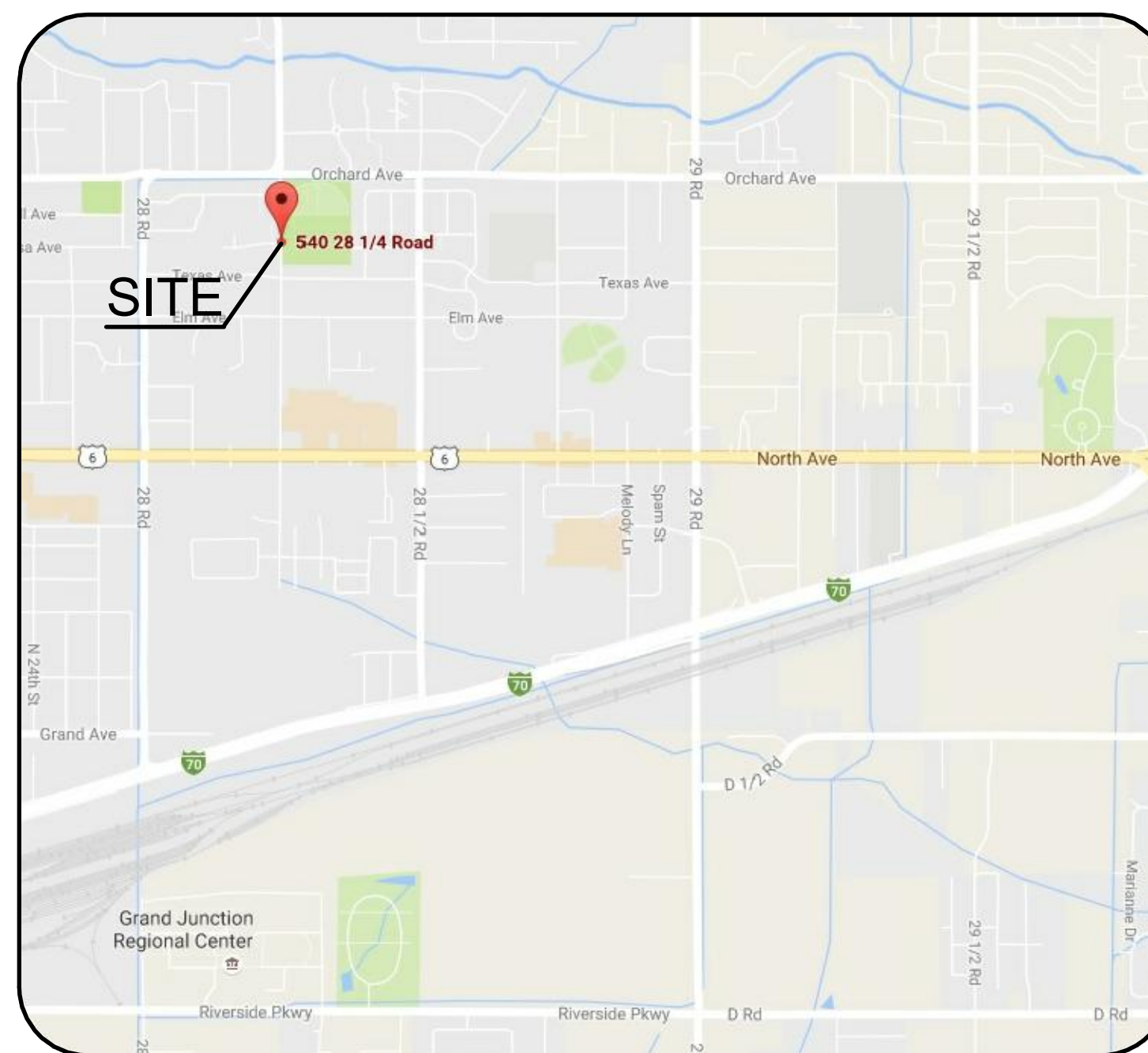
BRYAN EICENS
 617-835-2690

JESSE LUGO
 303-488-1303

CO3-M FALCON, ALT. #1 CELLULAR SITE ZONING DRAWINGS



3131 S. VAUGHN WAY, SUITE 550
 AURORA, CO 80014
 303-694-3234



VICINITY MAP
 SCALE: NTS

LEGEND & ABBREVIATIONS

- SECTION INDICATOR
- ELEVATION INDICATOR
- DETAIL INDICATOR
- PROPERTY CORNER & LEASE AREA CORNER
- REVISION
- (E) EXISTING
- BBU BASE BAND UNIT
- OVP OVER-VOLTAGE PROTECTION BASE OVP (UPPER)
- PDF POWER DISTRIBUTION FRAME
- RRH REMOTE RADIO HEAD
- RE: REFERENCE
- ELEVATION TAG HEIGHT CALLOUT
- N.T.S. NOT TO SCALE

GENERAL NOTES

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 CONTRACTOR'S 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.
- ALL INTERRUPTED SYSTEMS SHALL BE COORDINATED WITH APPROPRIATE AUTHORITIES AND RESTORED TO ORIGINAL CONDITION AND OPERATION.
- ALL DEMOLISHED ITEMS ARE TO BE REMOVED COMPLETELY FROM THE SITE.
- CALL 3-DAYS BEFORE YOU DIG ! NOTIFICATION HOTLINE: 1-800-922-1977 or 811

INDEX OF DRAWINGS

T10	TITLE SHEET
LS1	SURVEY
Z1	SITE PLAN / CABLE AND EQUIPMENT SCHEDULES
Z11	ENLARGED SITE PLAN
Z12	SITE ELEVATIONS
Z13	ENLARGED ELEVATIONS / DETAILS
Z14	ENLARGED ELEVATIONS / 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 _____
 Jason Shelledy - Construction Manager _____ Date _____
 Bryan Eicens - RF Engineer _____ Date _____

STAMP

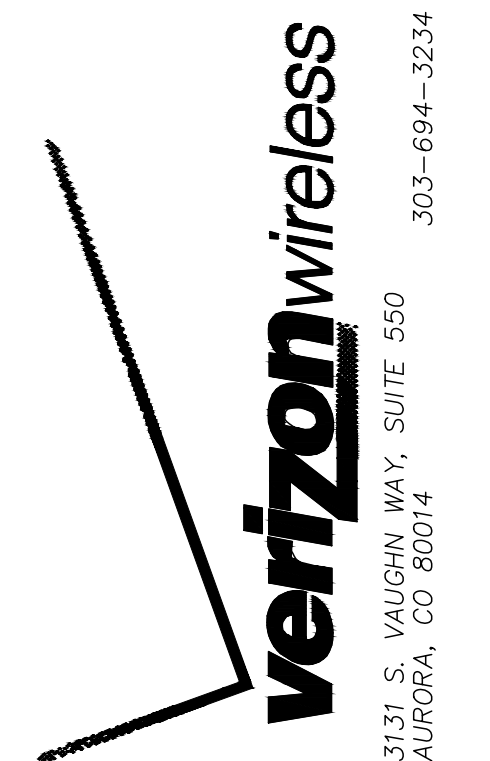
PRELIMINARY
 NOT FOR CONSTRUCTION



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

JULY 21, 2017

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

DATE

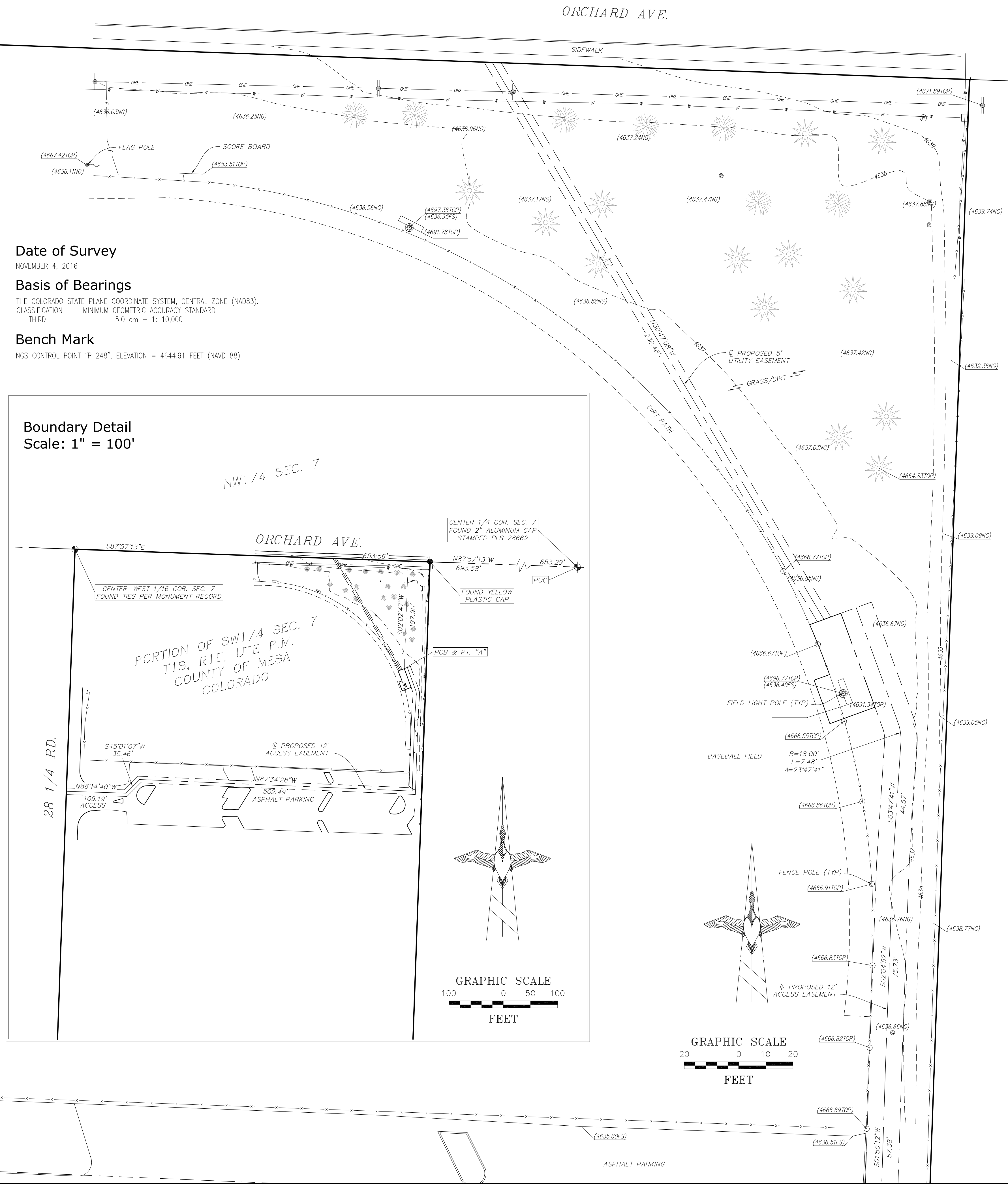
DATE	REVISIONS
6-29-17	ALT 1 PRELIM ZONING
07/21/17	100% ZONING DRAWINGS
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PROJECT NAME

CO3-M FALCON
CELL SITE
CD'S - ALT. #1
 540 28 1/4 RD.
 GRAND JUNCTION, CO 81501
 CITY OF GRAND JUNCTION
 STATE OF COLORADO

T1.0
 1 OF 1

Site Detail
Scale: 1" = 20'



Date of Survey

NOVEMBER 4, 2016

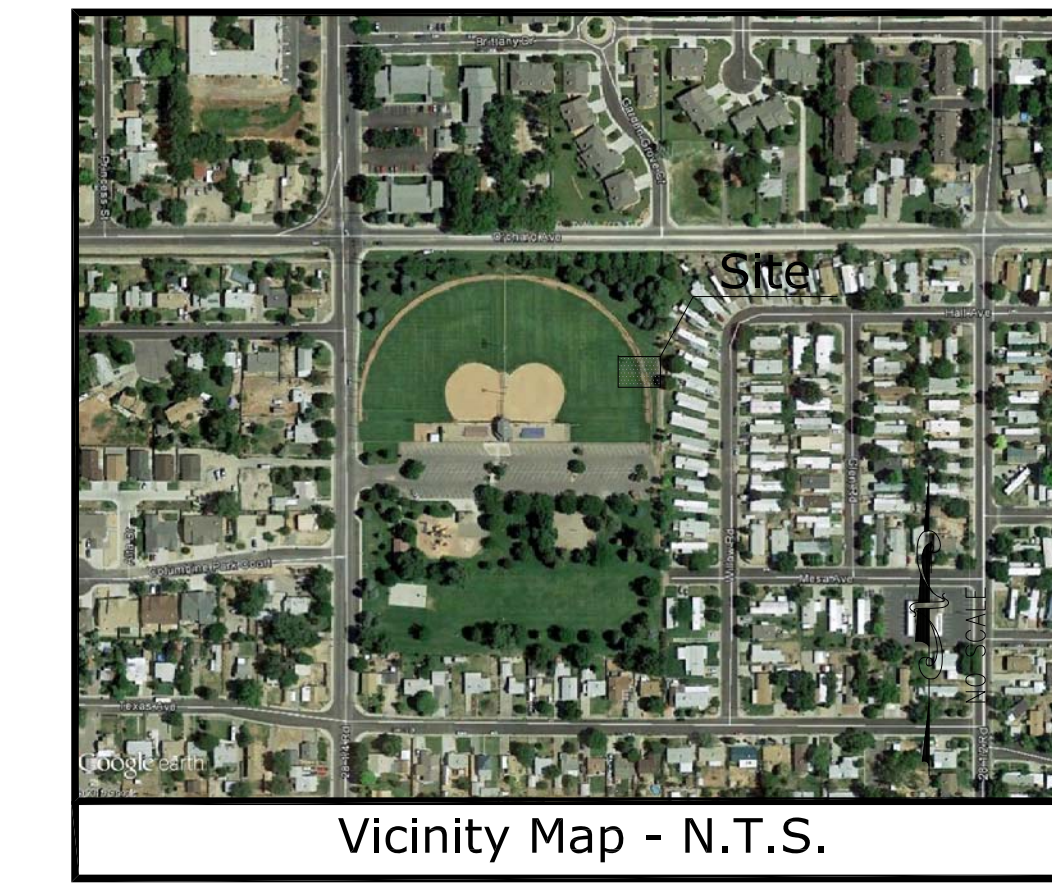
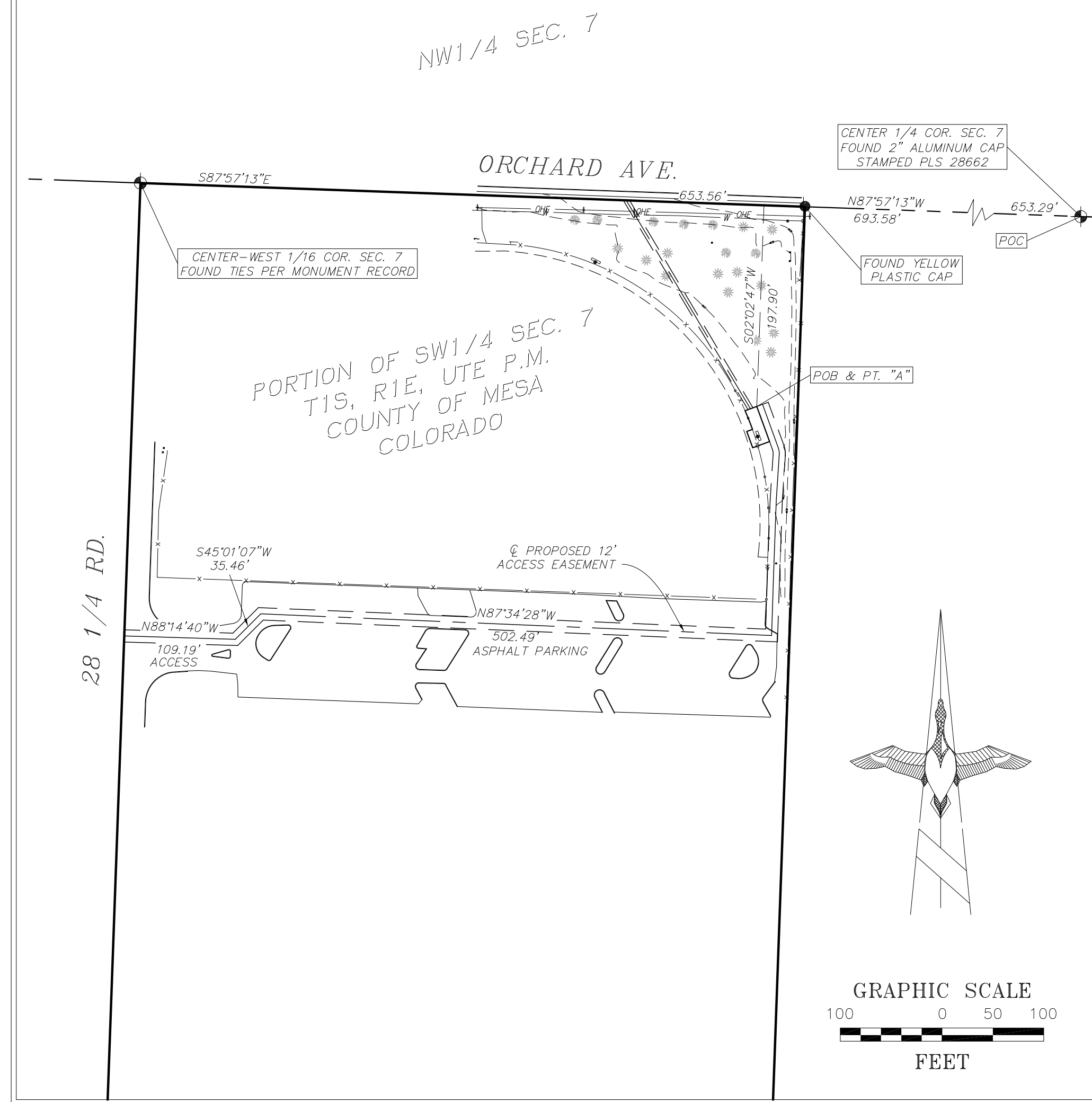
Basis of Bearings

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

Bench Mark

NGS CONTROL POINT "P 248", ELEVATION = 4644.91 FEET (NAVD 88)

Boundary Detail
Scale: 1" = 100'



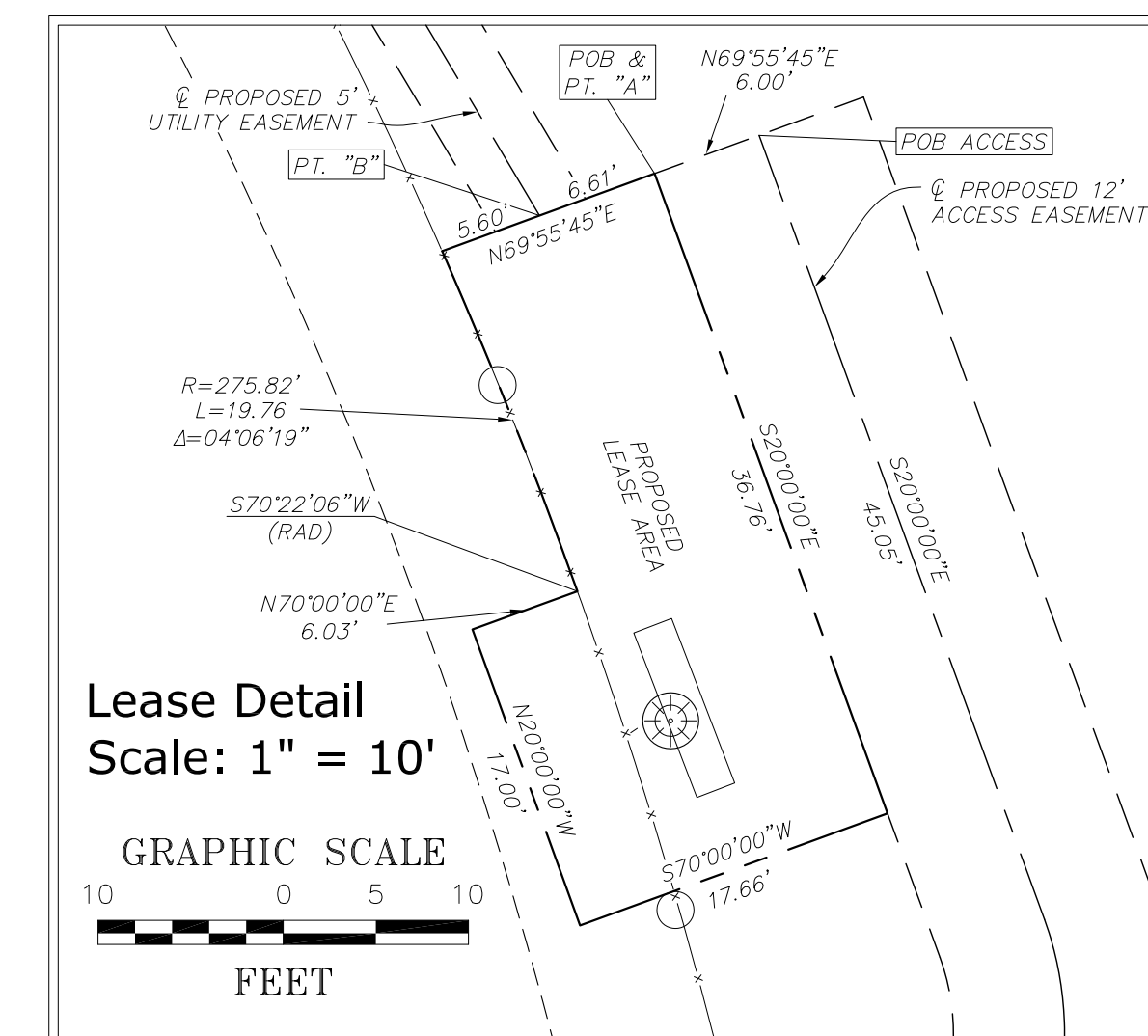
Vicinity Map - N.T.S.

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

Legend

---	CONCRETE PAVEMENT	NG	NATURAL GROUND
●	CONIFER TREE	●	PARKING BOLLARD
○	DIAMETER	POB	POINT OF BEGINNING
○	DECIDUOUS TREE	POC	POINT OF COMMENCEMENT
---	EDGE OF ASPHALT	---	OVERHEAD ELECTRIC LINE
FF	FINISHED FLOOR	---	POWER POLE
FS	FINISH SURFACE	---	PROPERTY LINE
FL	FIRE HYDRANT	R.O.W	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 UTILITIES PERUS 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: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ORDER NO.: 01-16061048-01T
EFFECTIVE DATE: SEPTEMBER 2, 2016

Legal Description

THE NORTH TWELVE AND ONE-HALF (12-1/2) ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 7, TOWNSHIP ONE SOUTH, RANGE ONE EAST OF THE UTE MERIDIAN, TOGETHER WITH ALL DITCH, LATERAL AND WATER RIGHTS THERETO BELONGING INCLUDING FOURTEEN (14) SHARES OF THE CAPITAL STOCK OF THE GRAND VALLEY IRRIGATION COMPANY.

Assessor's Parcel No.

2943-073-00-841

Easements

NO ITEMS FOUND

Lease Area/Access & Utility Easements

LEASE AREA

BEING A TELECOMMUNICATIONS LEASE PARCEL LYING WITHIN A PORTION OF THE SOUTHWEST 1/4 SECTION 7, TOWNSHIP ONE SOUTH, RANGE ONE EAST OF THE UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 7; THENCE ALONG THE NORTH LINE OF SAID SECTION 7, N87°57'13"W, 693.58 FEET; THENCE S02°02'47"W, 197.90 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE S20°00'00"E, 36.76 FEET; THENCE S70°00'00"W, 17.66 FEET; THENCE N20°00'00"W, 17.00 FEET; THENCE N70°00'00"E, 6.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 275.82 FEET, HAVING A RADIAL POINT WHICH BEARS, S70°22'06"W; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06'19", AN ARC LENGTH OF 19.76 FEET; THENCE N69°55'45"E, 5.60 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING N69°55'45"E, 6.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 533 SQ. FT. OR 0.012 ACRES MORE OR LESS.

ACCESS EASEMENT

BEING A STRIP OF LAND 12.00 FEET IN WIDTH LYING WITHIN A PORTION OF THE SOUTHWEST 1/4 SECTION 7, TOWNSHIP ONE SOUTH, RANGE ONE EAST OF THE UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT POINT "A" AS DESCRIBED ABOVE; THENCE N69°55'45"E, 6.00 FEET TO THE POINT OF BEGINNING; THENCE S20°00'00"E, 45.05 FEET; THENCE S03°47'41"W, 44.57 FEET; THENCE S02°04'52"W, 75.73 FEET; THENCE S01°50'12"W, 57.38 FEET; THENCE N87°34'28"W, 502.49 FEET; THENCE S45°01'07"W, 35.46 FEET; THENCE N88°14'40"W, 109.19 FEET TO THE RIGHT-OF-WAY OF 28 1/4 ROAD AND THE END OF SAID STRIP OF LAND.

EXCEPT ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF 28 1/4 ROAD.

UTILITY EASEMENT

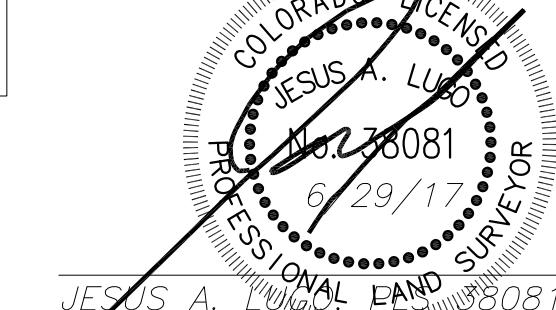
BEING A STRIP OF LAND 5.00 FEET IN WIDTH LYING WITHIN A PORTION OF THE SOUTHWEST 1/4 SECTION 7, TOWNSHIP ONE SOUTH, RANGE ONE EAST OF THE UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N30°47'08"W, 238.48 FEET TO THE END OF SAID STRIP OF LAND.

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

Certificate of Survey

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



THIS DOES NOT REPRESENT A MONUMENTED SURVEY. REFERENCE IS MADE TO A COMMITMENT FOR TITLE INSURANCE, NUMBER 01-16061048-01T, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, AND HAVING AN EFFECTIVE DATE OF SEPTEMBER 2, 2016. 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.

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

Engineer/Consultant:
Altura Land Consultants
6501 S. Beaver Pkwy, Suite 105
Centennial, CO 80111
Phone: (303) 469-0300 - Fax: (303) 469-1506
Drawn By: JT
Job No.: 16283

Architect:
Rex Architect
1444 Woodcliff Street
Denver, CO 80202
303.666.2918

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

C03 M FALCON
540 28 1/4 RD.
GRAND JUNCTION CO. 81501
COUNTY OF MESA
TOPOGRAPHIC SURVEY

REVISIONS	DATE	DESCRIPTION
0	11/7/16	SUBMITTAL
1	6/23/17	ADDED LEASE AREA

Sheet: **LS1**

POWER CABLE LENGTH					
FROM PDF TO BASE OVP'S (LOWER)					
POWER	SECTOR	TYPE	LENGTH	QTY	TOTAL
	N/A	DC PAIR	6'	3	18'

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"	90'	3	270'

FROM BASE OVP (UPPER) TO RRH'S						
RRH JUMPERS	SECTOR	TYPE	SIZE	LENGTH	QTY	TOTAL
	W-SECTOR	1X1	1/2"	6'	16	96'
	X-SECTOR	1X1	1/2"	12'	16	192'
	Y-SECTOR	1X1	1/2"	6'	16	96'
	Z-SECTOR	1X1	1/2"	6'	16	96'
						TOTAL 480'

COAXIAL CABLE LENGTHS						
FROM RRH'S TO ANTENNAS						
ANTENNA JUMPERS	SECTOR	TYPE	SIZE	LENGTH	QTY	TOTAL
	W-SECTOR	LDF4-50A	1/2"	6'	16	96'
	X-SECTOR	LDF4-50A	1/2"	6'	16	96'
	Y-SECTOR	LDF4-50A	1/2"	6'	16	96'
	Z-SECTOR	LDF4-50A	1/2"	6'	16	96'
						TOTAL 384'

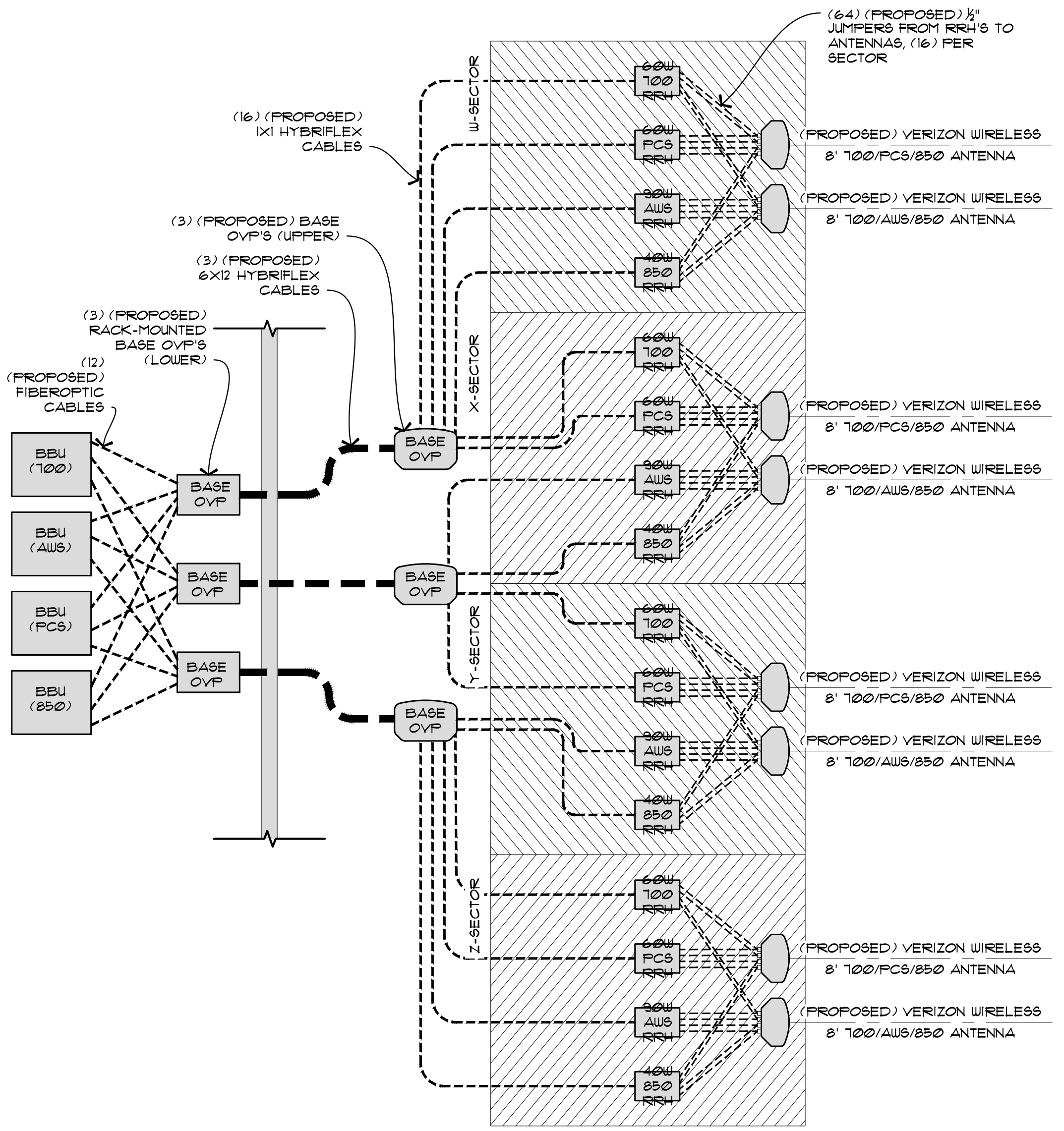
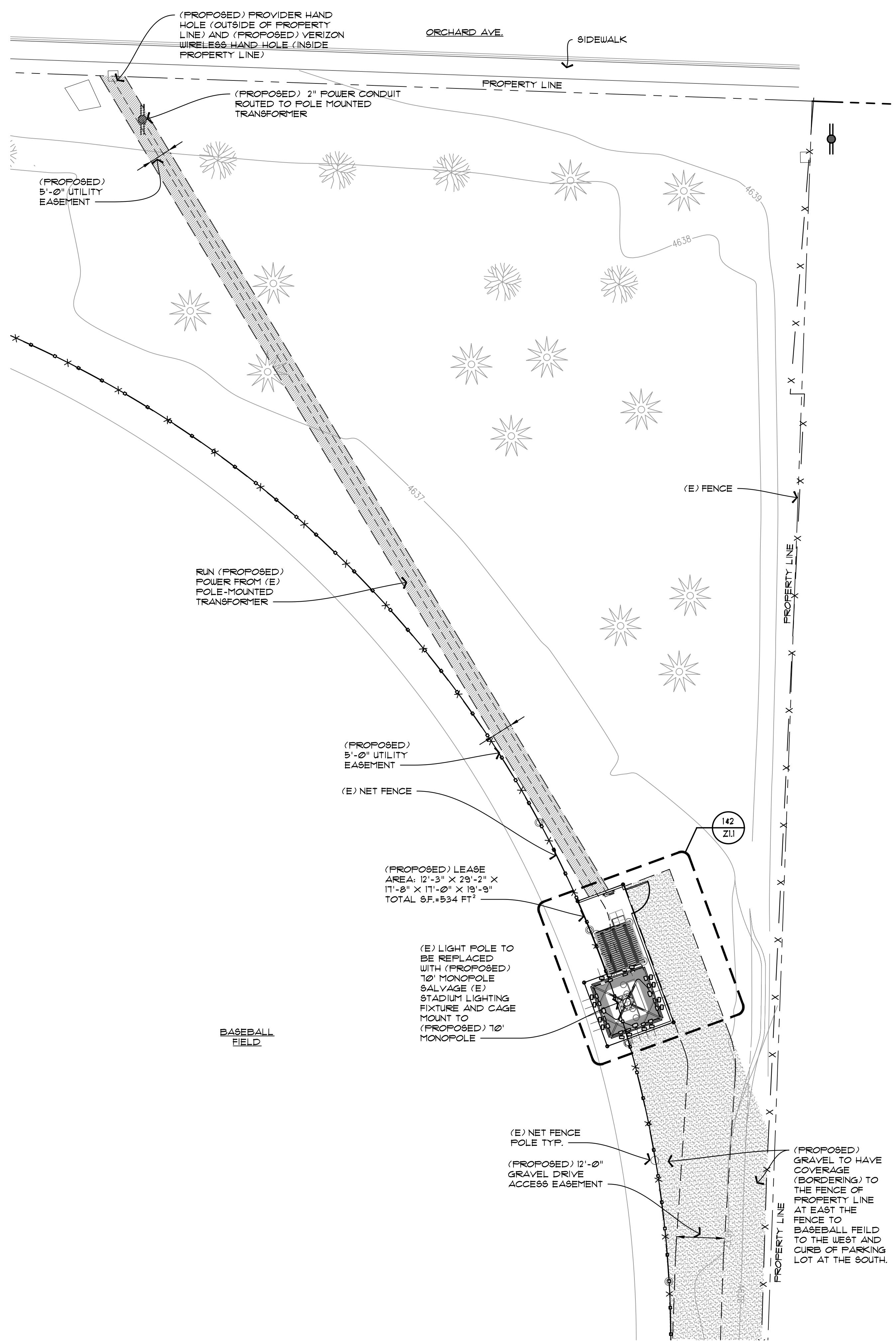
FROM PDF TO RRH		
TOTAL POWER LENGTHS	SECTOR	TOTAL LENGTH
	W-SECTOR	82'-0"
	X-SECTOR	82'-0"
	Y-SECTOR	82'-0"
	Z-SECTOR	82'-0"

EQUIPMENT DIMENSIONS						
TYPE	LENGTH	WIDTH	DEPTH	WEIGHT	QTY.	
ANTENNA	95.9"	18"	1"	106 LBS	8	
BBU	19"	11.8"	3.5"	26 LBS	4	
BASE OVP (UPPER)	19.18"	15.1"	10.25"	26.0 LBS	3	
RRH-100 60W	21.6"	12"	9"	51.2 LBS	4	
RRH-AUS 90W	25.8"	12.0"	7.3"	61.0 LBS	4	
RRH-PCS 60W	21.2"	12"	7.2"	53.0 LBS	4	
RRH-850 40W	23.6"	14"	5.5"	55.1 LBS	4	
RACK MNT. BASE OVP	19.8"	15.1"	10.25"	26 LBS	3	

FIBER LENGTH				
FROM MMP TO FIBER CABINET				
LENGTH	SAFETY FACTOR	SUBTOTAL	QTY	TOTAL
18'-0"	110%	85'-0"	1	85'-0"

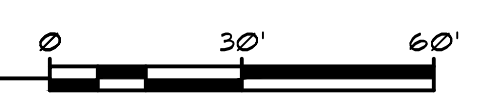
GPS CABLE LENGTH				
FROM FIBER CABINET TO GPS ANTENNA				
LENGTH	SAFETY FACTOR	SUBTOTAL	QTY	TOTAL
20'	110%	22'-0"	1	22'-0"

POWER LENGTH				
FROM (E) TRANSFORMER TO ELEC. PANEL				
LENGTH	SAFETY FACTOR	SUBTOTAL	QTY	TOTAL
280'-0"	110%	308'-0"	1	308'-0"



4
Z12
CABLING DIAGRAM
SCALE: N.T.S.

1
Z10
SITE PLAN
SCALE: 1" = 30'



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Rex
Architex
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 wireless
3131 S. VAUGHN WAY, SUITE 550
AURORA, CO 80014
303-694-3234

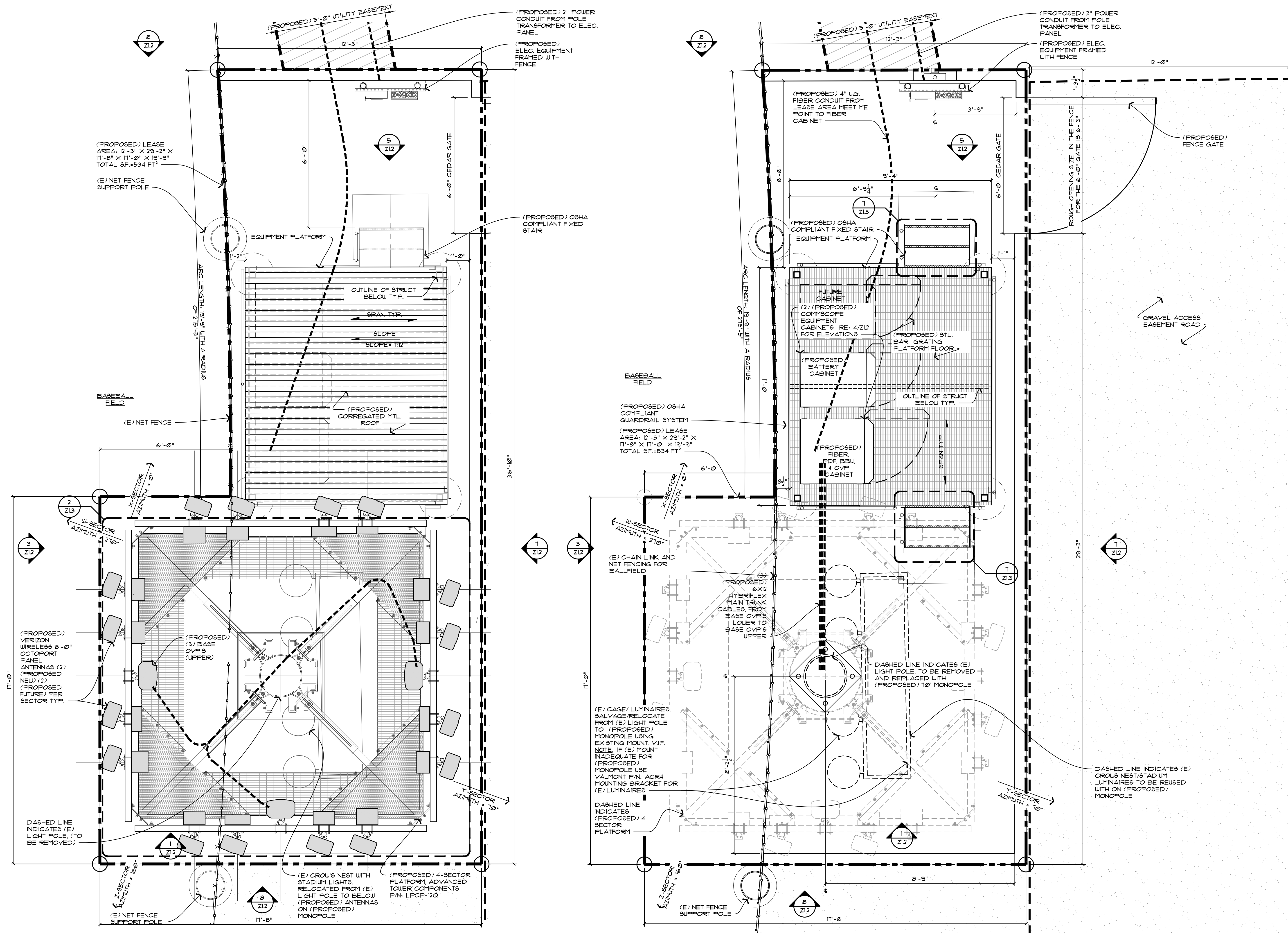
DATE ISSUED
JULY 21, 2017

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

DATE	REVISIONS
6-29-17	ALT 1 PRELIM ZONING
07/21/17	100% ZONING DRAWINGS
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PROJECT NAME
**CO3-M
FALCON
CELL SITE
CD'S - ALT. #1**
540 28 1/2 RD.
GRAND JUNCTION, CO 81501
CITY OF GRAND JUNCTION
STATE OF COLORADO

Z1
1 OF 5



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Architex
146 Madison Street
Denver, CO 80206
303.388.2918

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verizon wireless
3131 S. VAUGHN WAY, SUITE 550
AURORA, CO 80014
303-694-3234

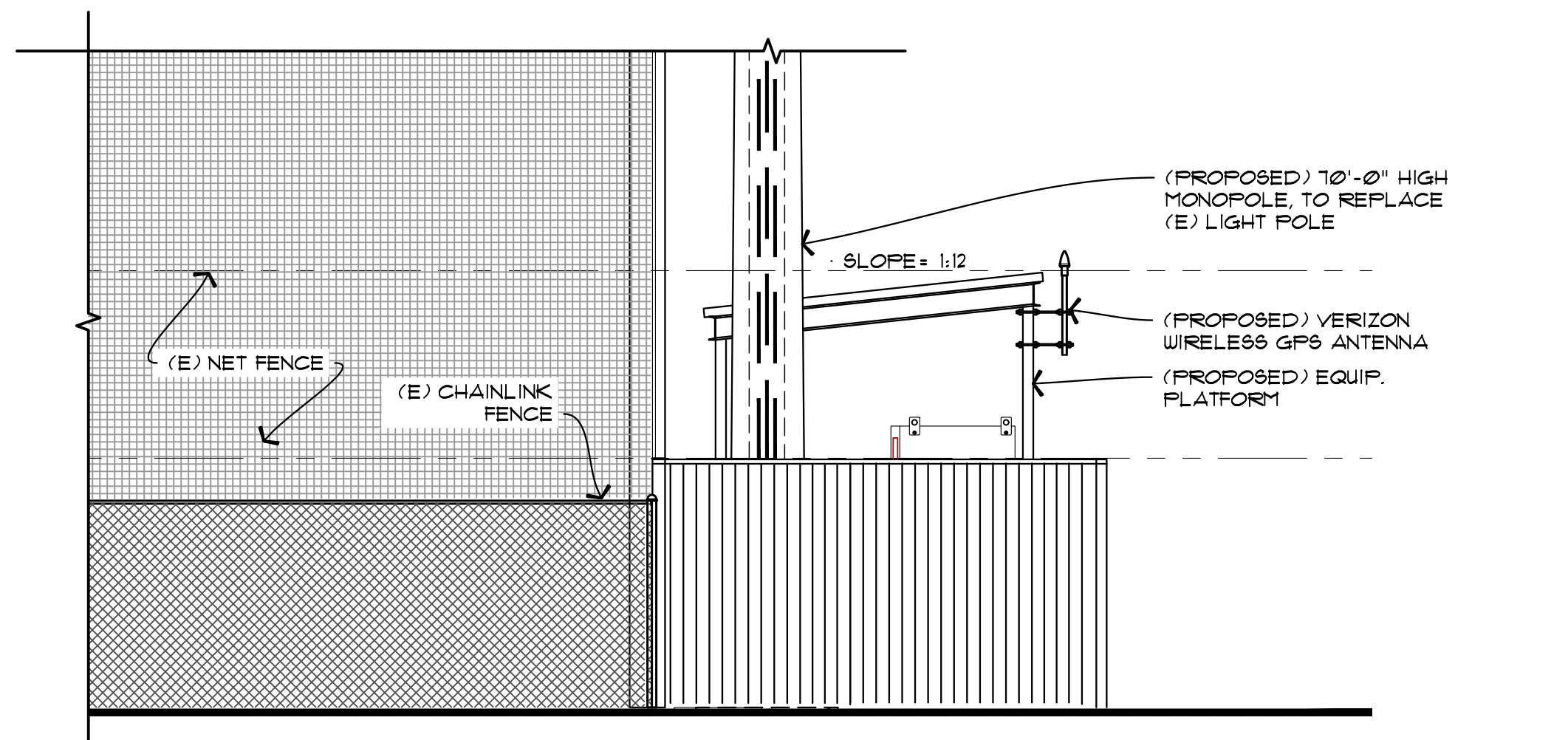
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JULY 21, 2017

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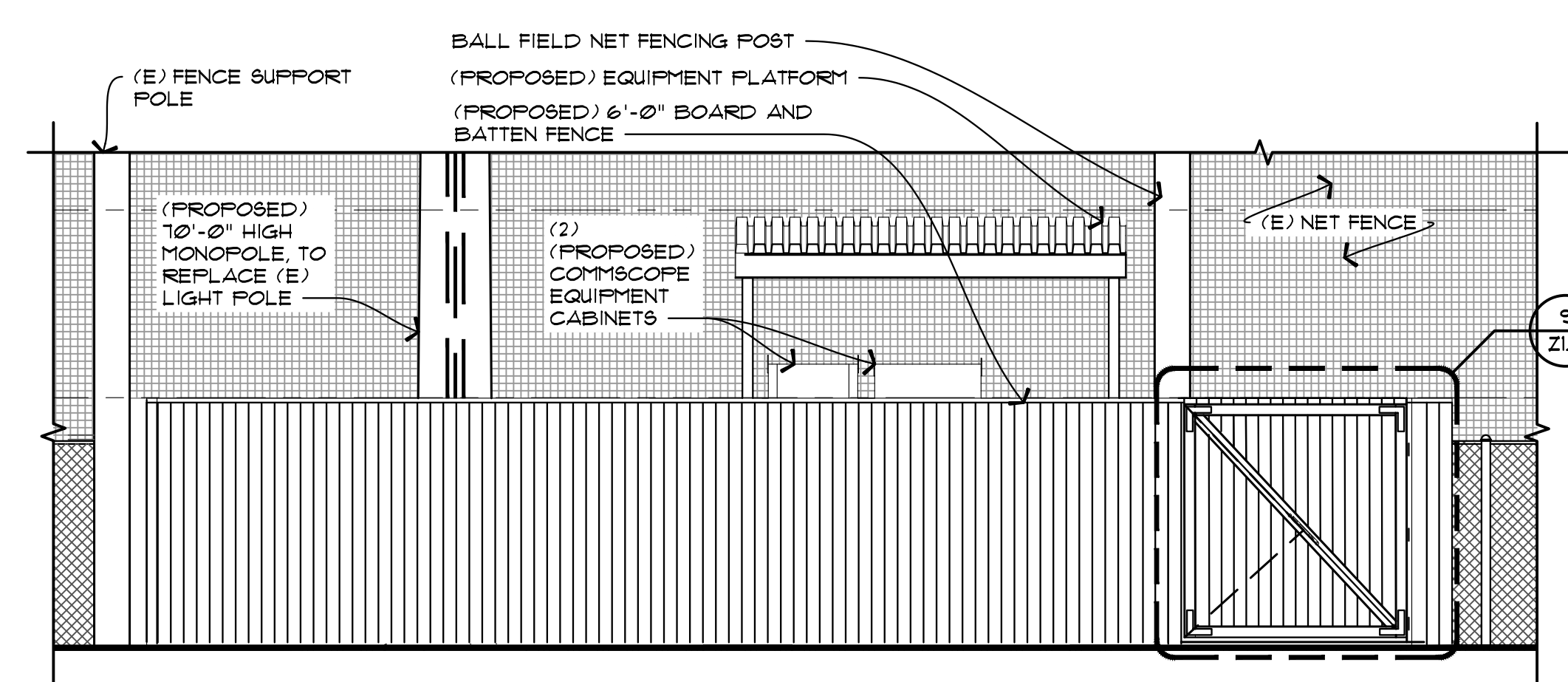
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07/21/17	100% ZONING DRAWINGS
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PROJECT NAME
CO3-M
FALCON
CELL SITE
CD'S - ALT. #1
540 28 1/2 RD.
GRAND JUNCTION, CO 81501
CITY OF GRAND JUNCTION
STATE OF COLORADO

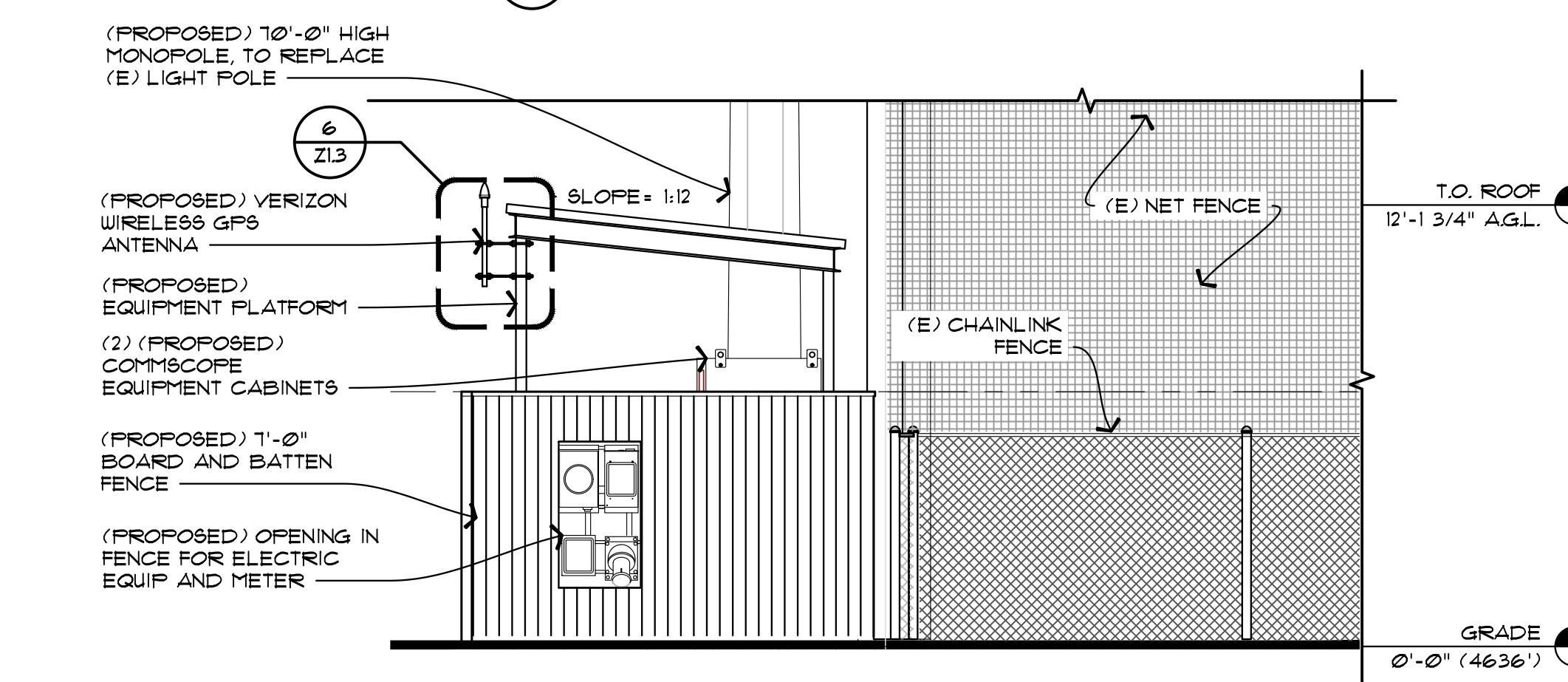
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2 OF 5



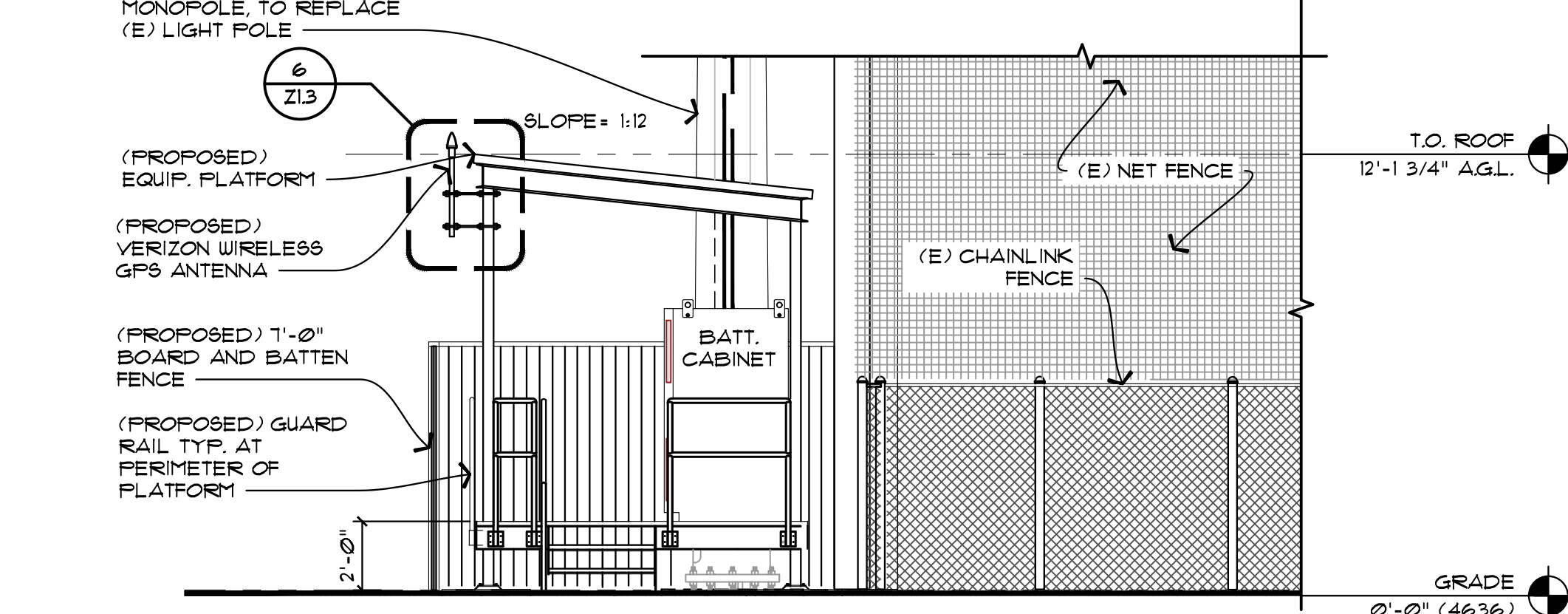
2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



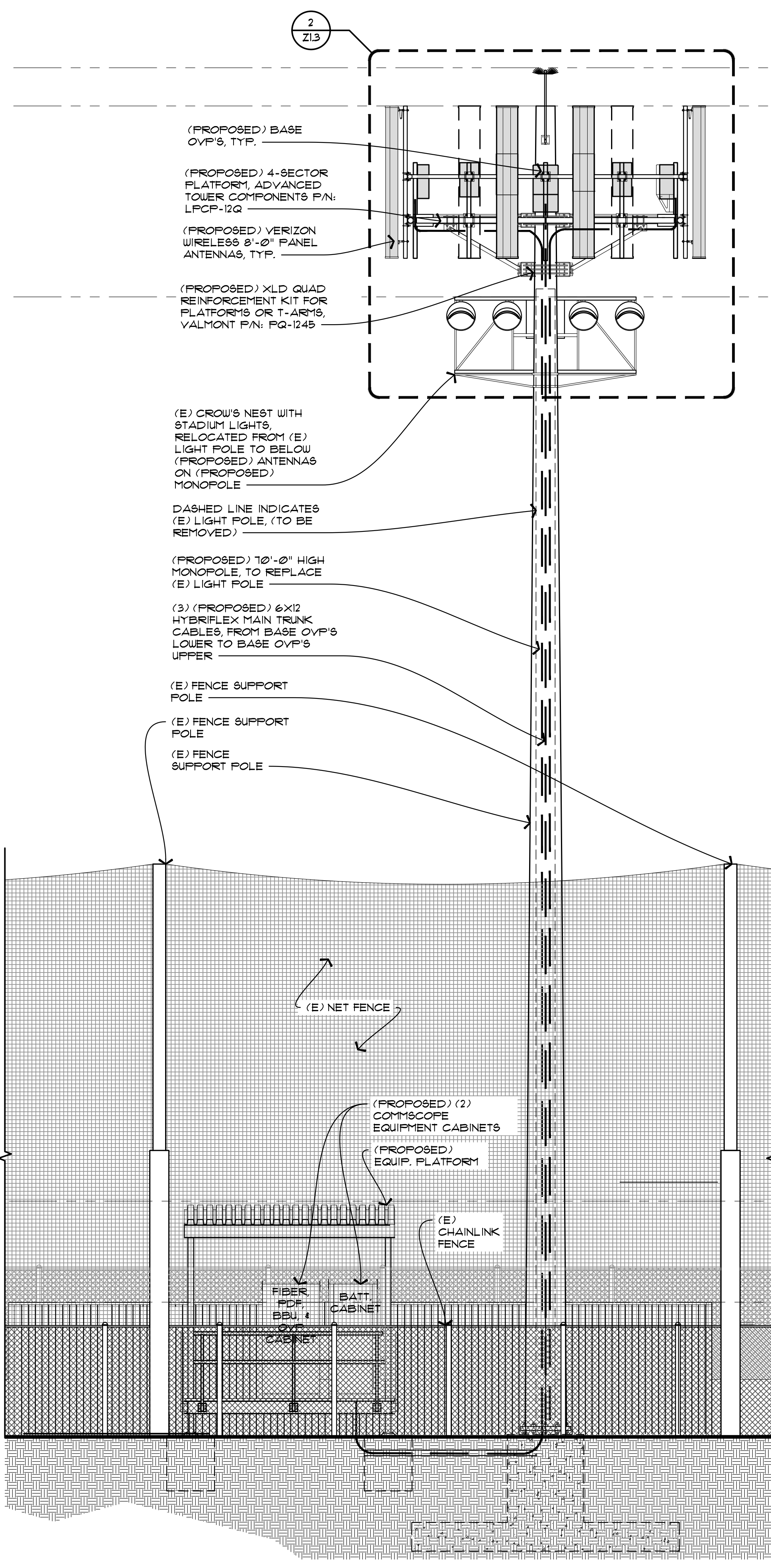
7 EAST ELEVATION
SCALE: 1/4" = 1'-0"



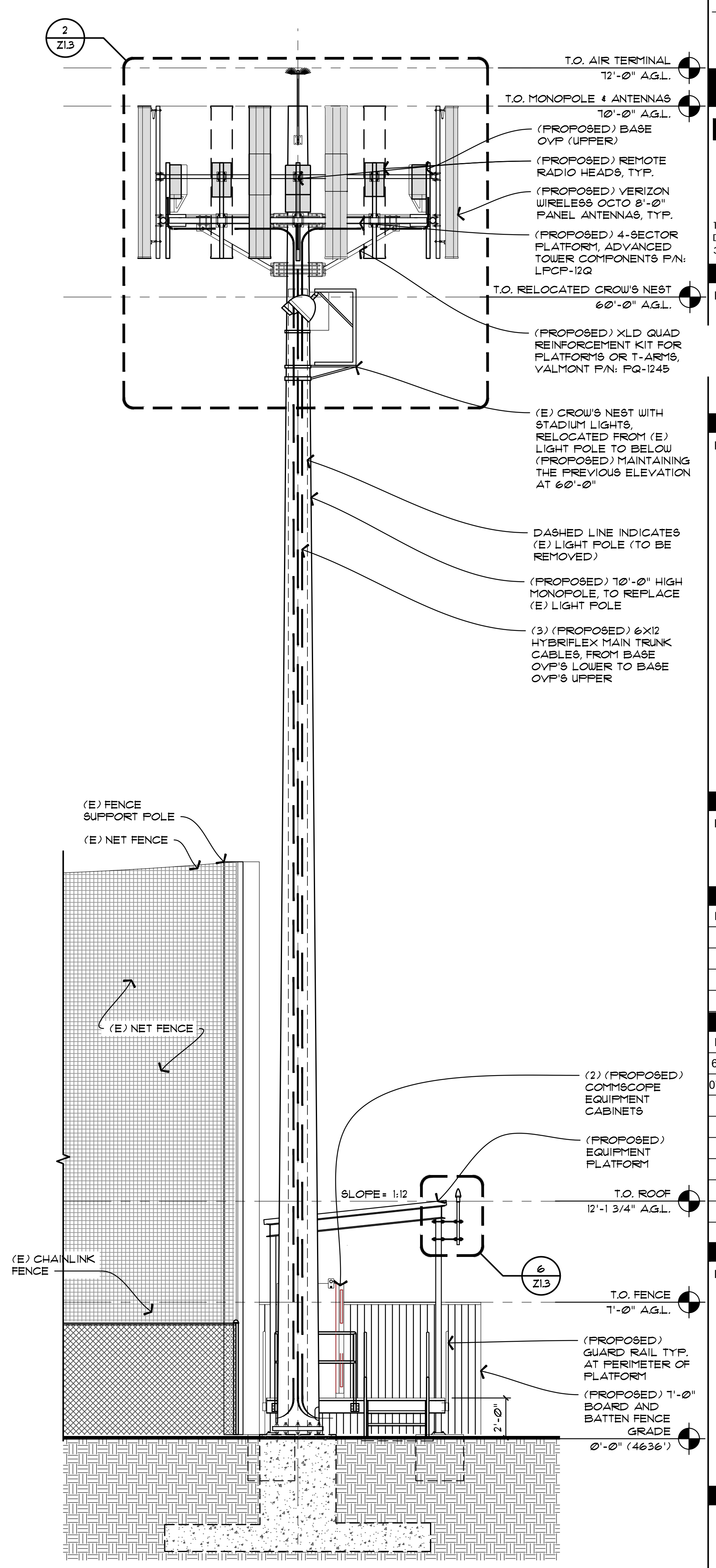
6 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



5 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



3 WEST ELEVATION
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

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Rex Architect
146 Madison Street
Denver, CO 80206
303.388.2918

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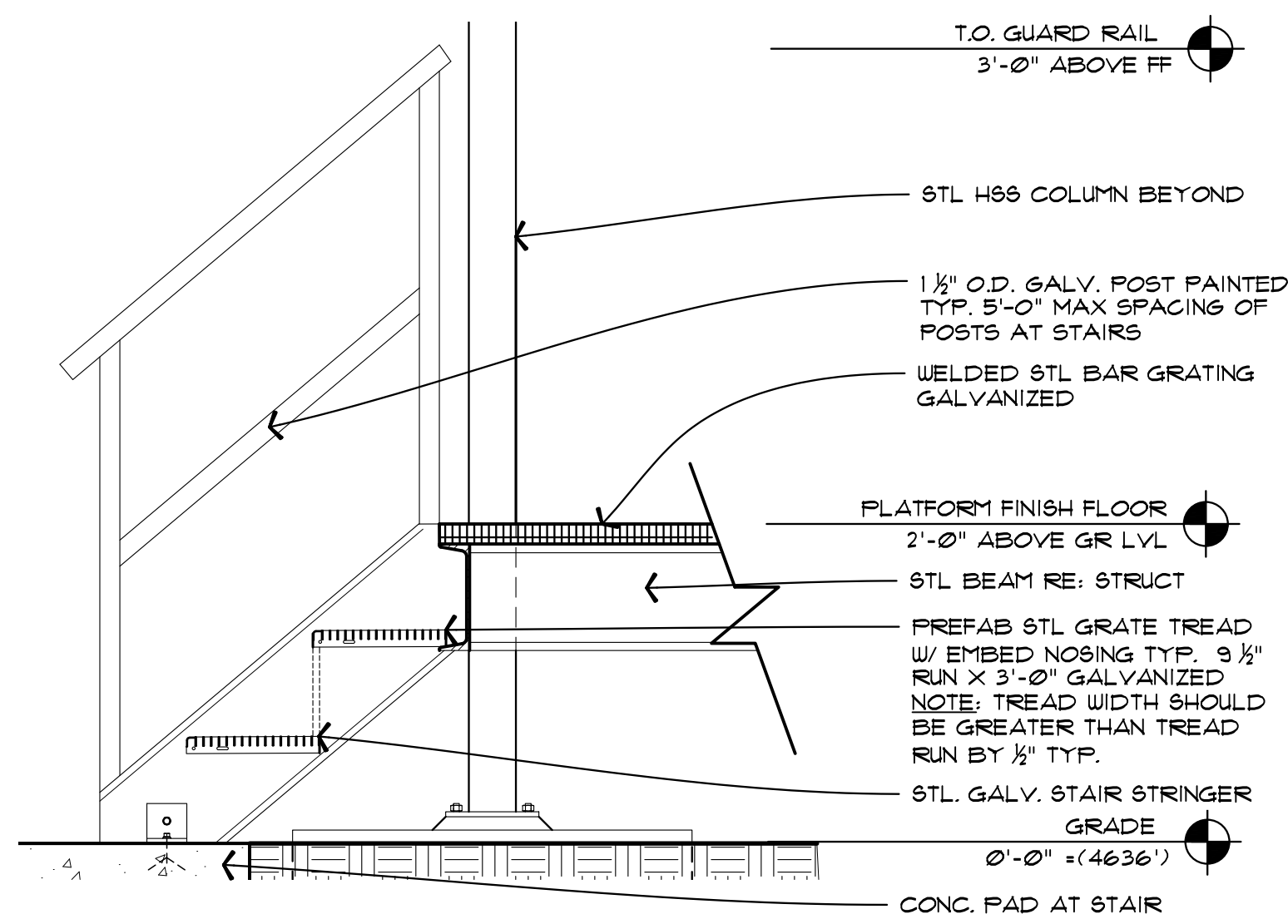
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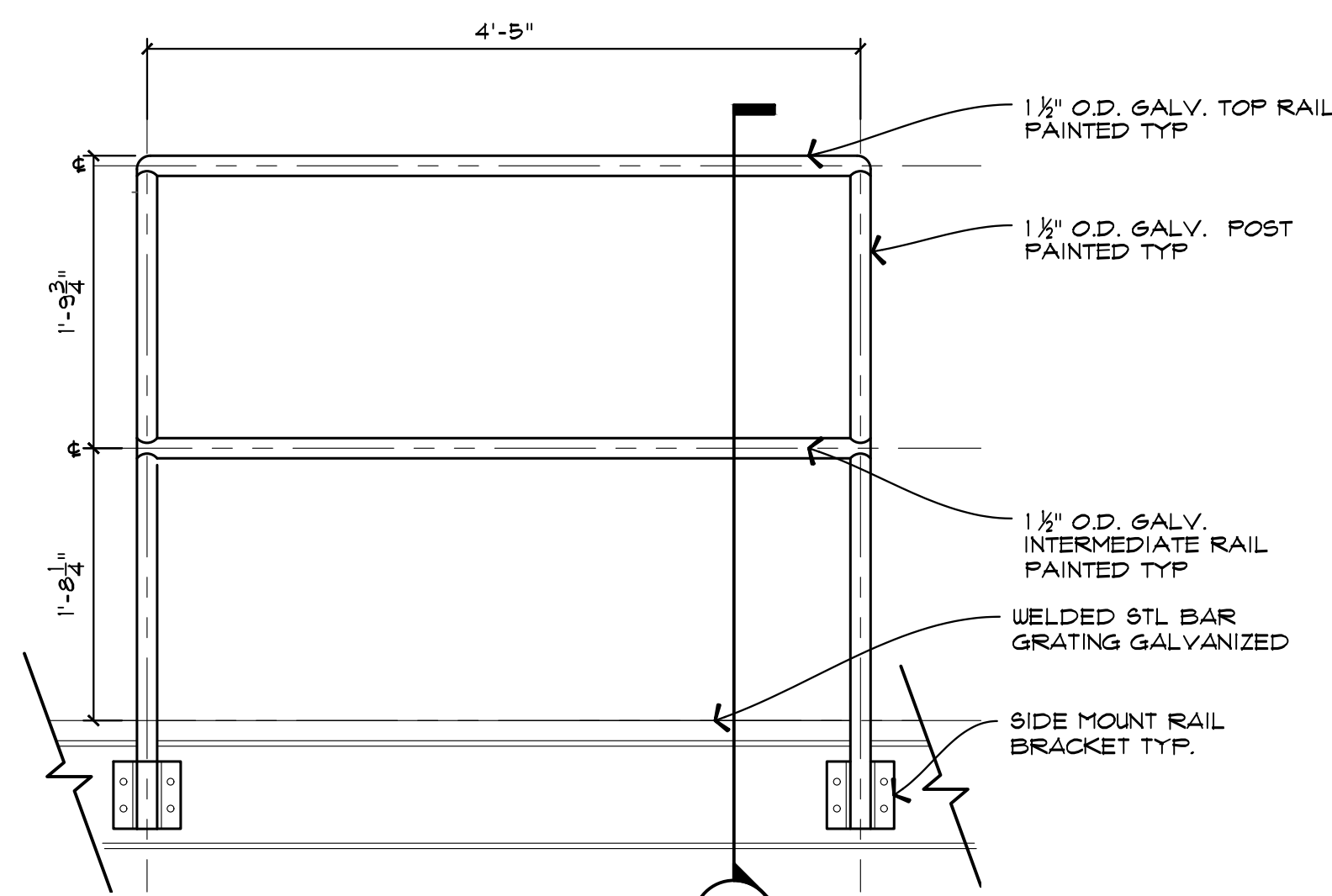
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6-29-17	ALT 1 PRELIM ZONING
07/21/17	100% ZONING DRAWINGS
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PROJECT NAME
CO3-M FALCON
CELL SITE
CD'S - ALT. #1
540 28 1/2 RD.
GRAND JUNCTION, CO 81501
CITY OF GRAND JUNCTION
STATE OF COLORADO

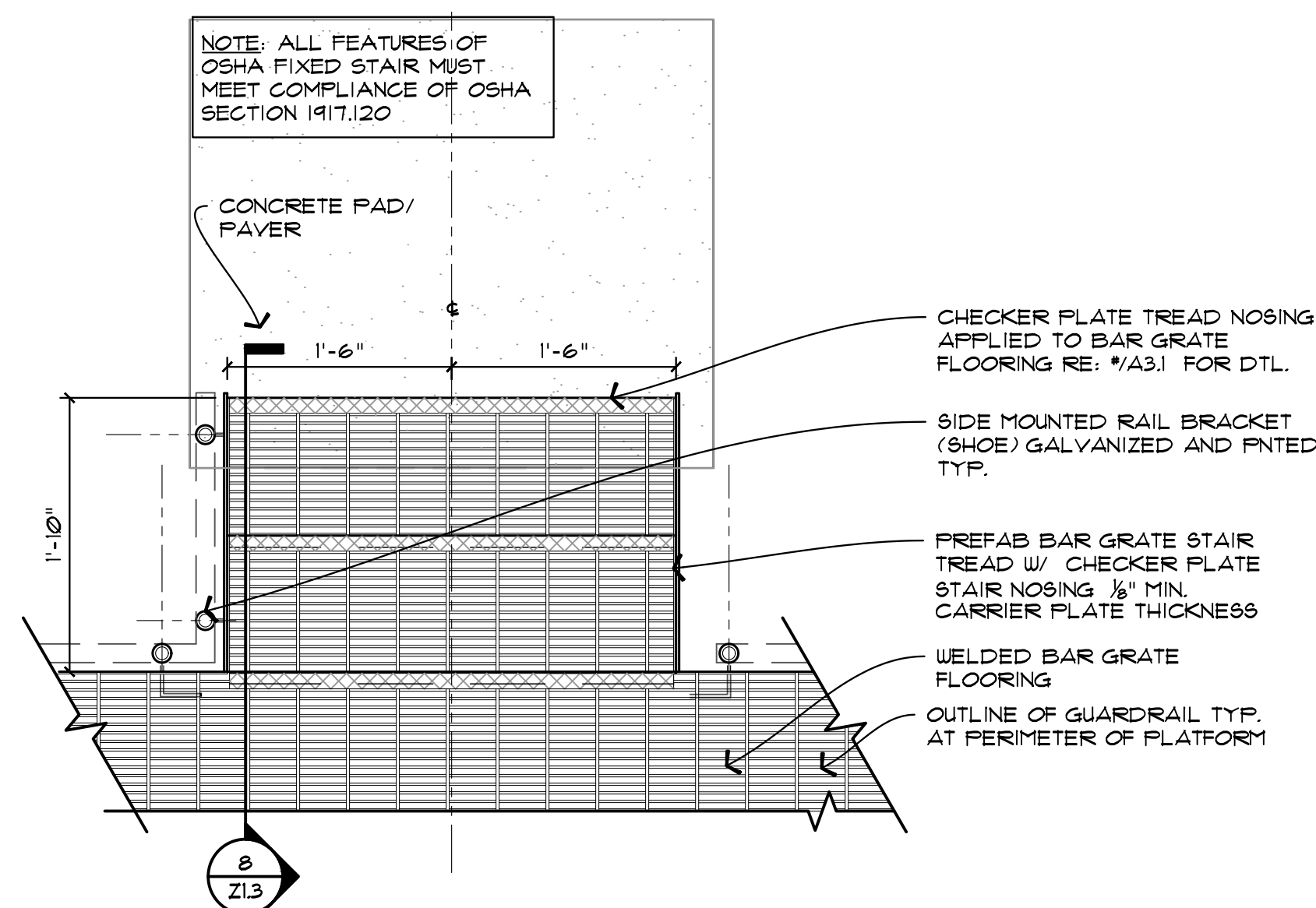
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3 OF 5



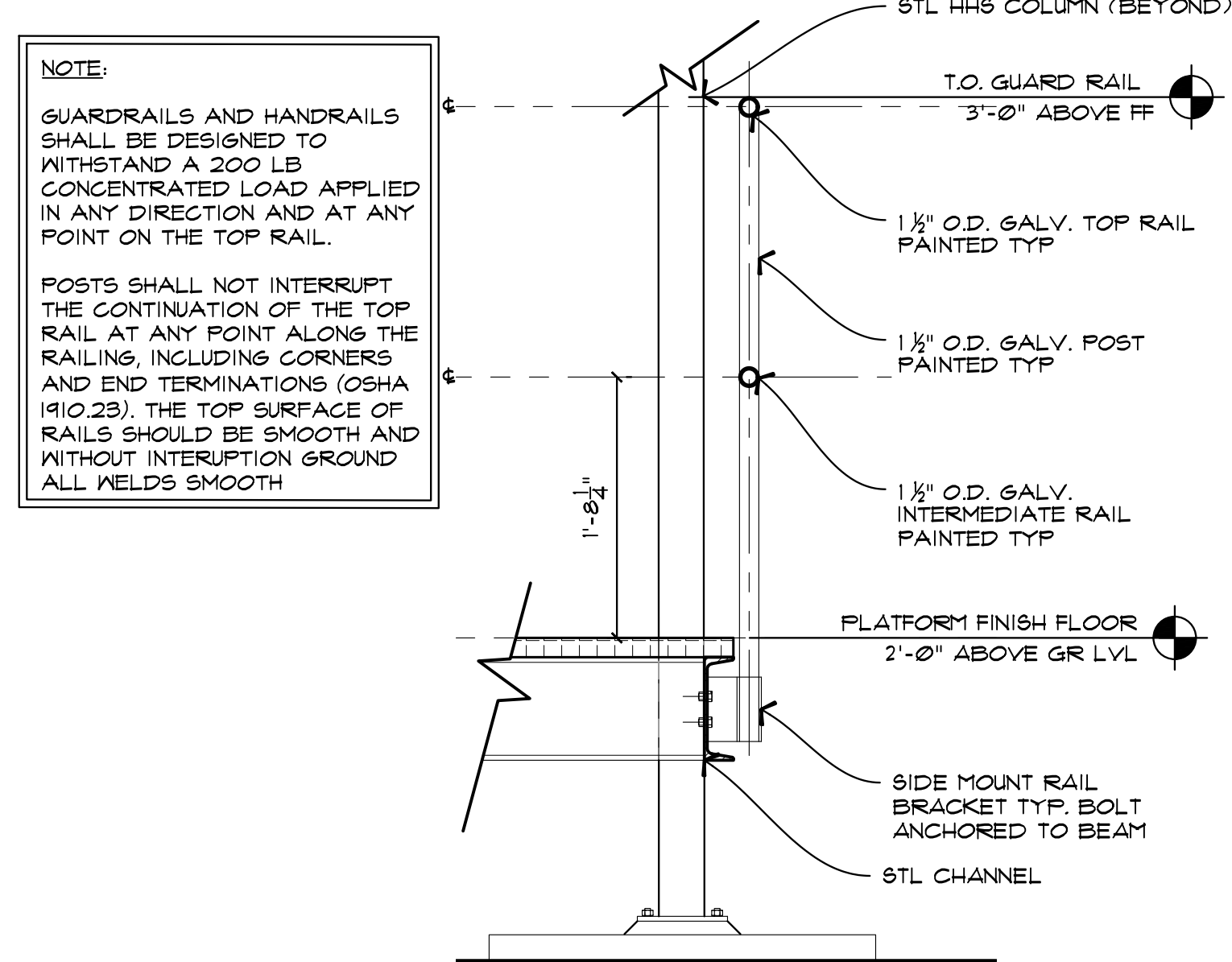
(PROPOSED) FIXED STAIR SECTION
SCALE: 1" = 1'-0"



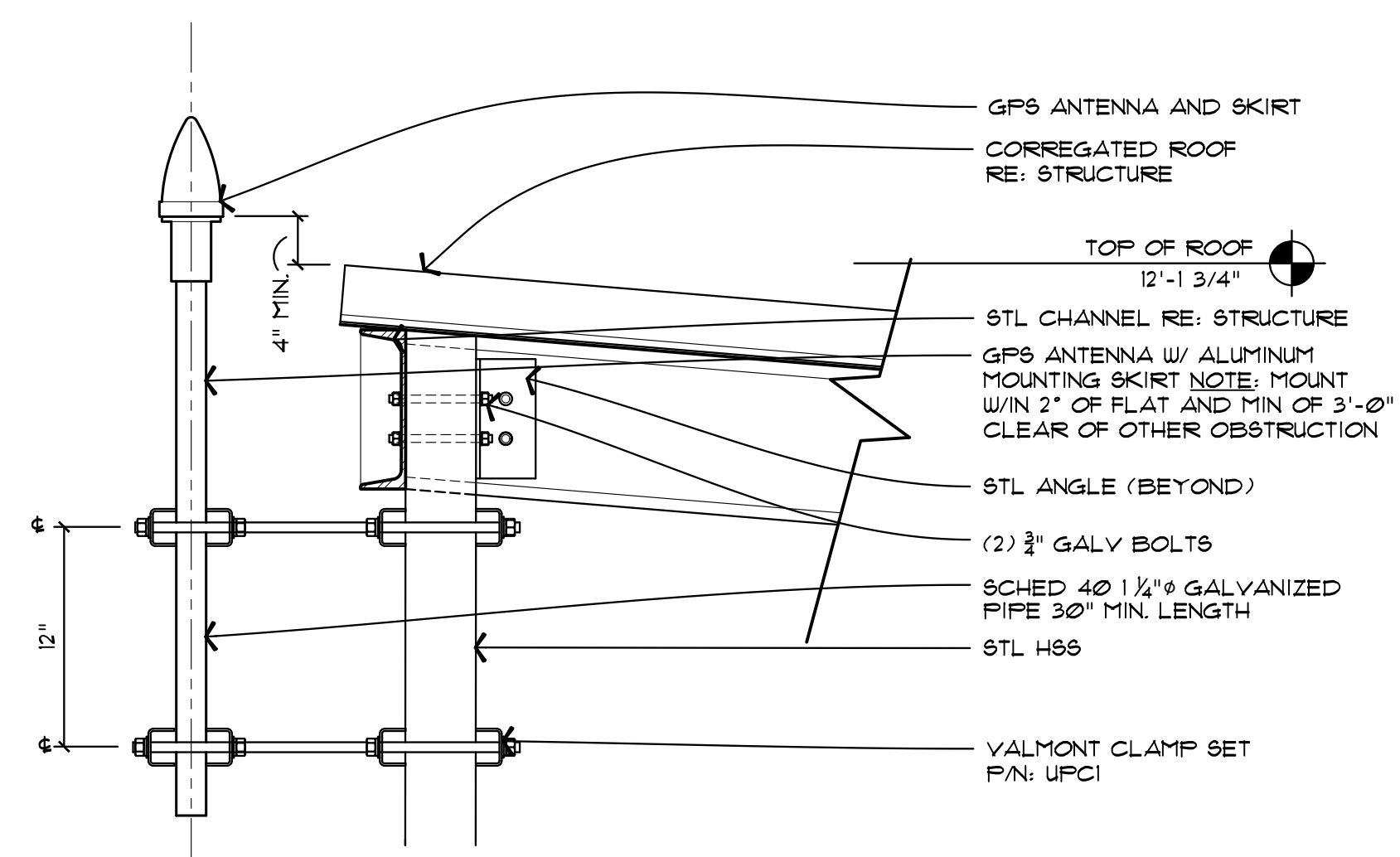
(PROPOSED) GUARD RAIL MODULE ELEV
SCALE: 1" = 1'-0"



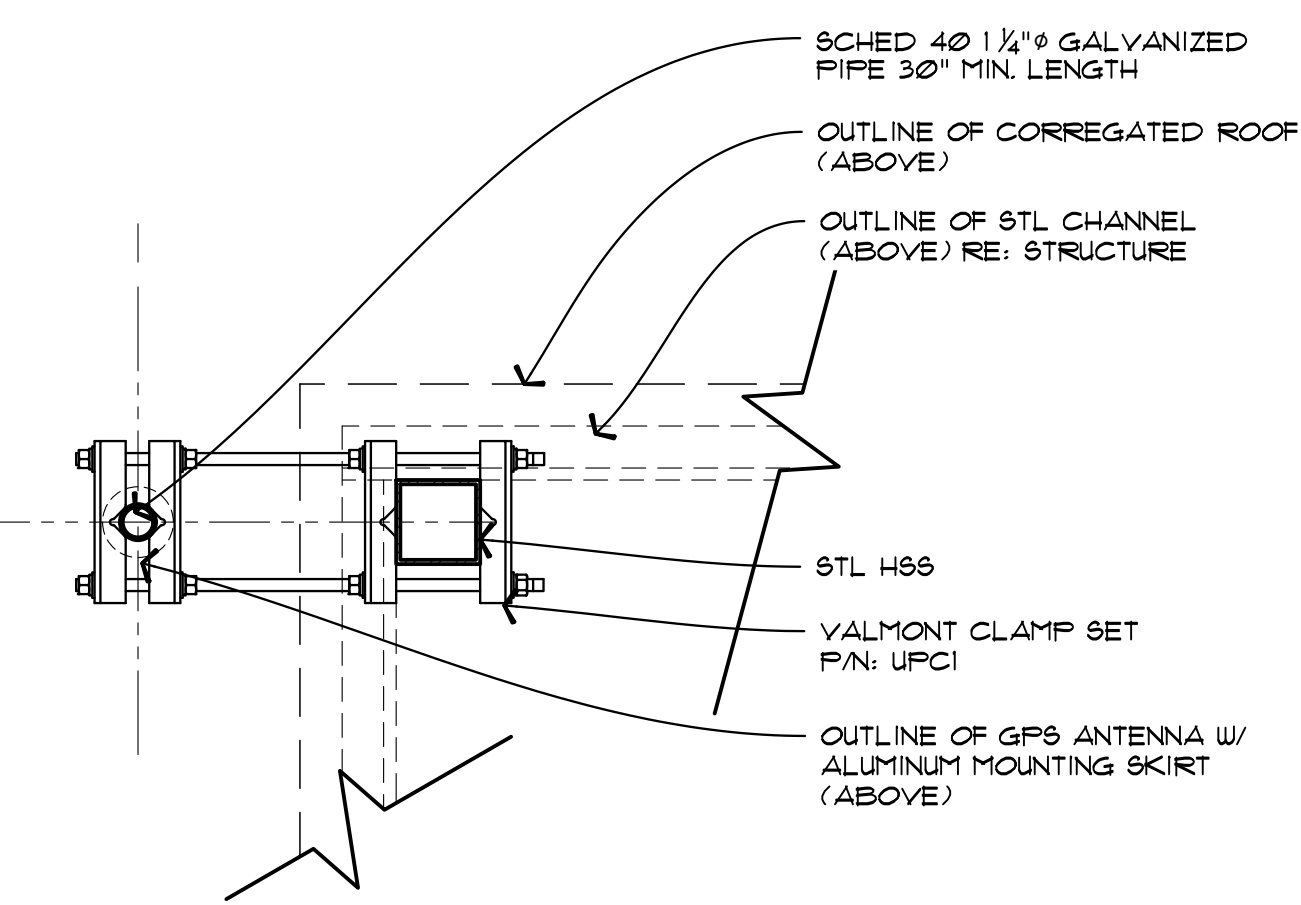
(PROPOSED) STAIR PLAN DTL
SCALE: 3/4" = 1'-0"



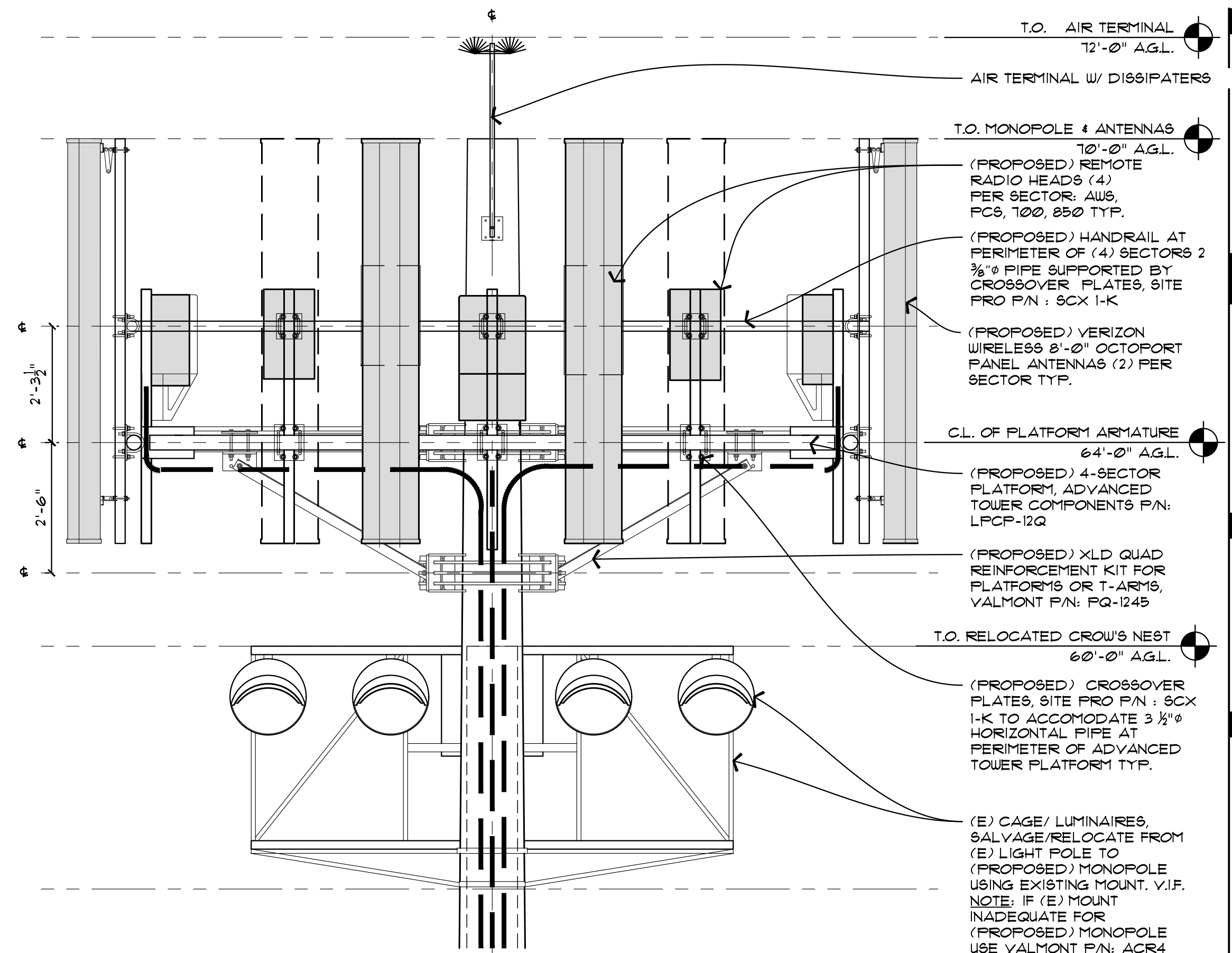
(PROPOSED) GUARDRAIL SECTION DTL
SCALE: 3/4" = 1'-0"



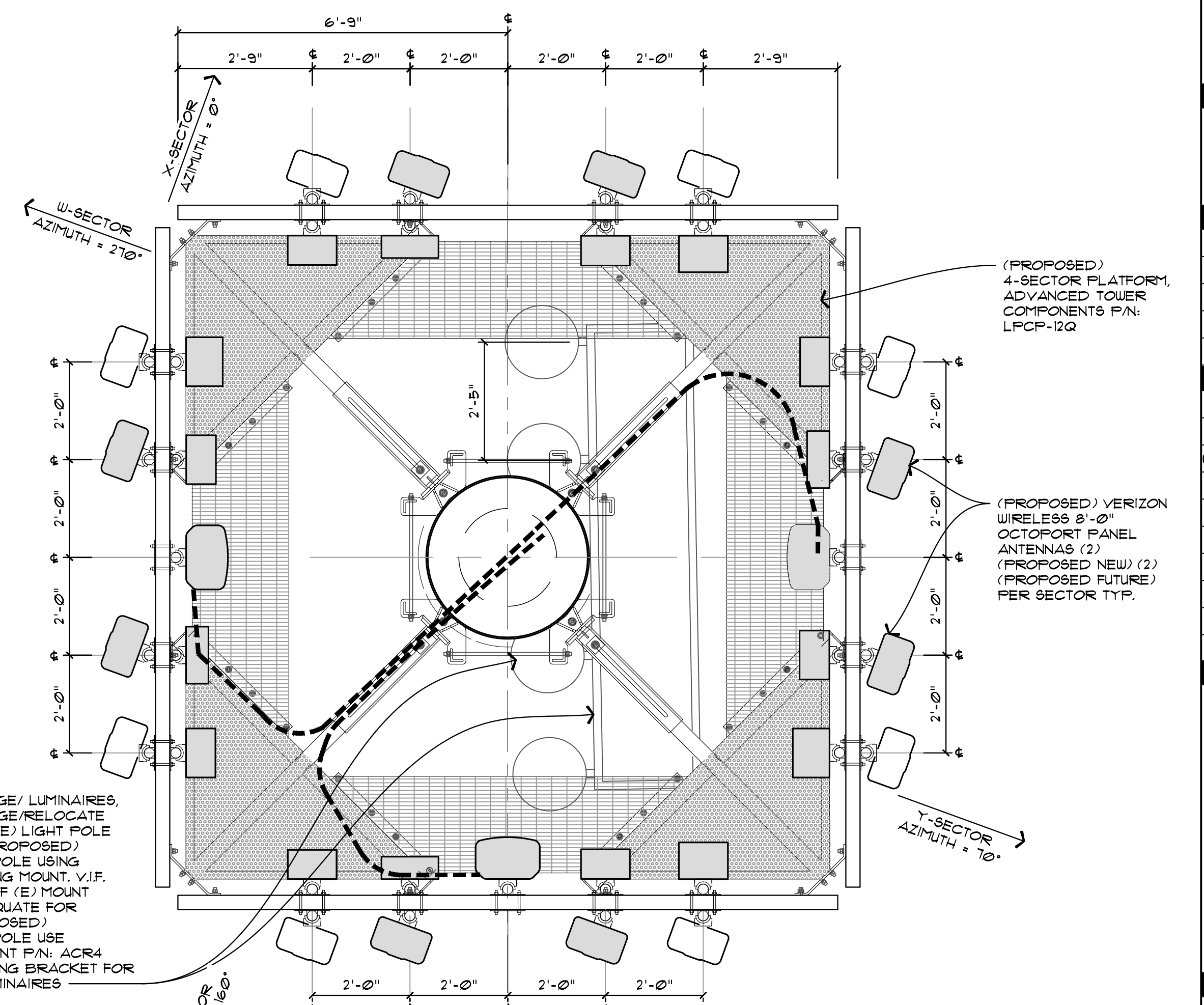
(PROPOSED) GPS ANTENNA DETAIL
SCALE: 3/4" = 1'-0"



(PROPOSED) GUARDRAIL SECTION DTL
SCALE: 3/4" = 1'-0"



(PROPOSED) TOWER PLATFORM ELEVATION
SCALE: 1/2" = 1'-0"



(PROPOSED) TOWER PLATFORM
SCALE: 1/2" = 1'-0"

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Architex
146 Madison Street
Denver, CO 80206
303.388.2918

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PROJECT FOR
verizon wireless
303-694-3234
3131 S. VAUGHN WAY, SUITE 550
AURORA, CO 80014

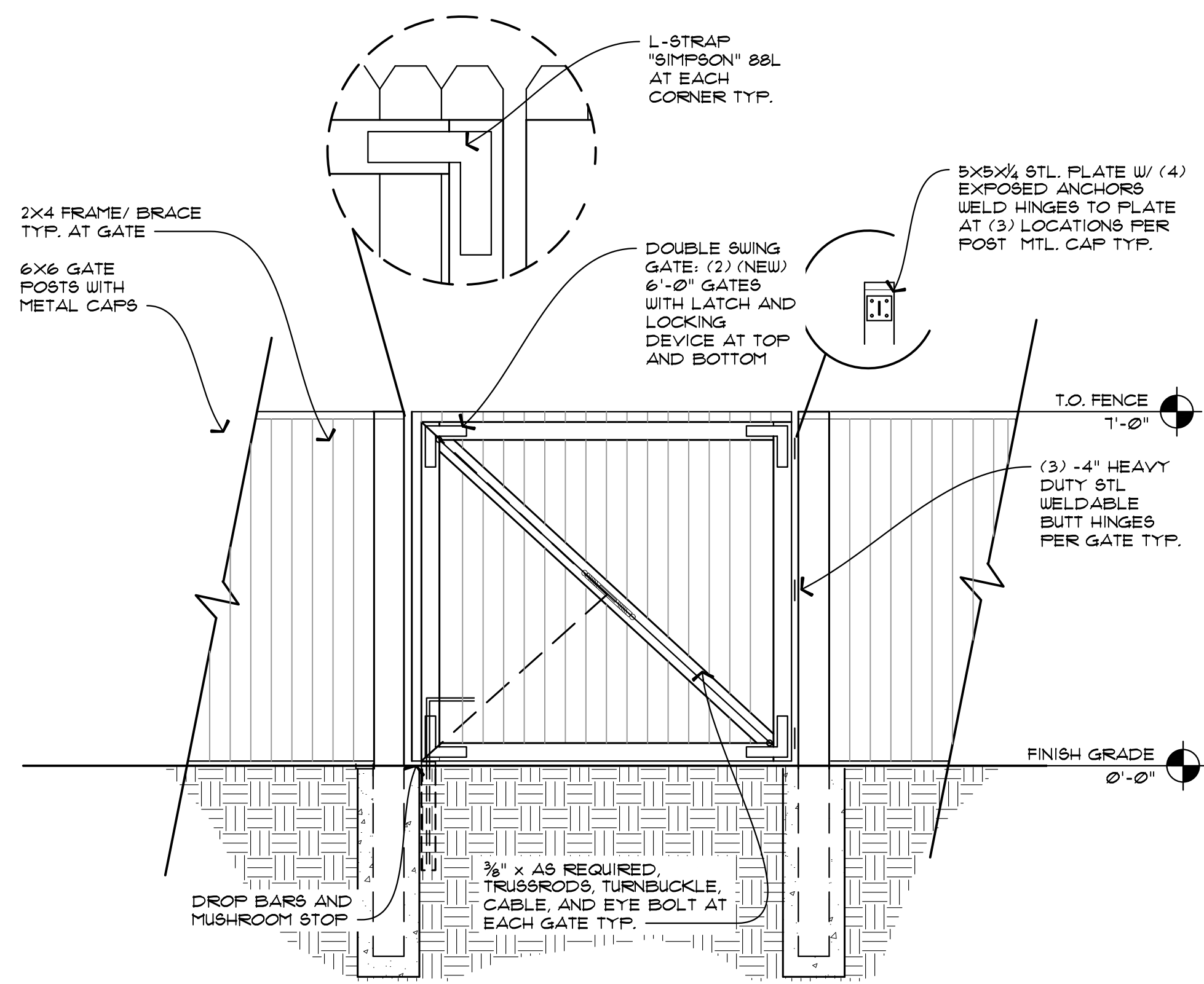
DATE ISSUED
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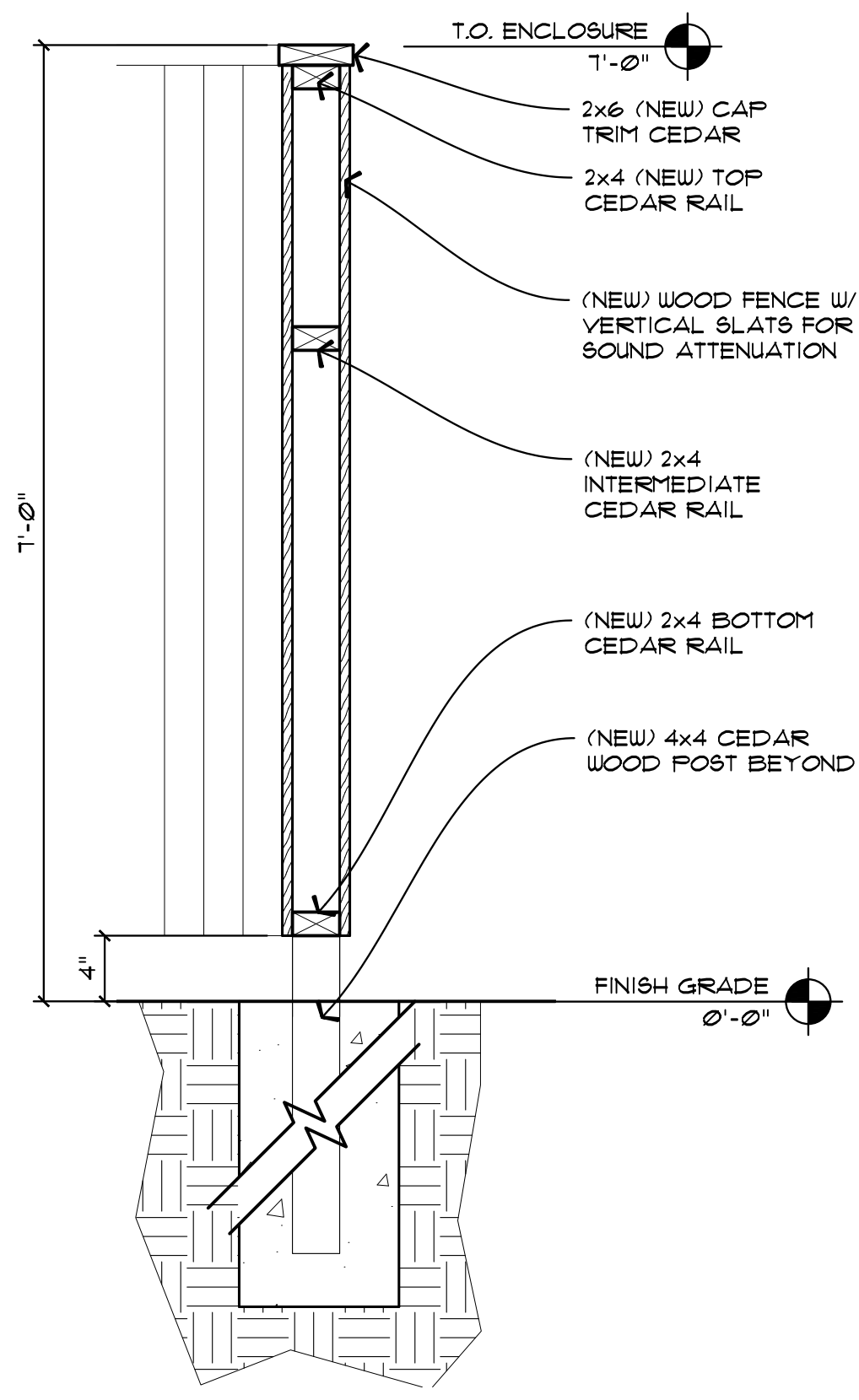
DATE	REVISIONS
6-29-17	ALT 1 PRELIM ZONING
07/21/17	100% ZONING DRAWINGS
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PROJECT NAME
CO3-M
FALCON
CELL SITE
CD'S - ALT. #1
540 28 1/2 RD.
GRAND JUNCTION, CO 81501
CITY OF GRAND JUNCTION
STATE OF COLORADO

Z1.3
4 OF 5



(PROPOSED) FENCE GATE ELEVATION
SCALE: 1/2" = 1'-0"



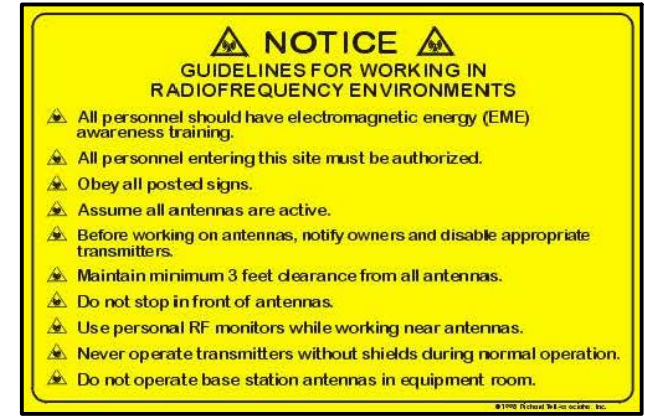
(PROPOSED) FENCE SECTION
SCALE: 3/4" = 1'-0"

CEDAR FENCE SPECIFICATIONS
6' HIGH CEDAR FENCE W/ VERTICAL 1x4 PICKETS TO MATCH EXISTING
6 x 6 PRESERVATIVE TREATED CORNER and GATE POSTS SET IN CONCRETE 3'-6" MIN. BELOW GRADE
4 x 4 PRESERVATIVE TREATED LINE POSTS SET IN CONCRETE 3'-6" MIN. BELOW GRADE
POST HOLES TO BE 12" MIN. DIAMETER
8'-0" MAX. BETWEEN POSTS
(3)-2 x 4 (PRESERVATIVE TREATED) RAILS
ALL NAILS AND FASTENING HARDWARE TO BE HOT DIPPED GALVANIZED

NOTE:
-PROVIDE ADHESIVE VINYL SIGNS IF LOCATION ALLOWS FOR IT
-METAL SIGN SPECIFICATIONS:
-UV RESISTANT FOR OUTDOOR USE
-ROUNDED CORNERS WITH PRE-DRILLED HOLES



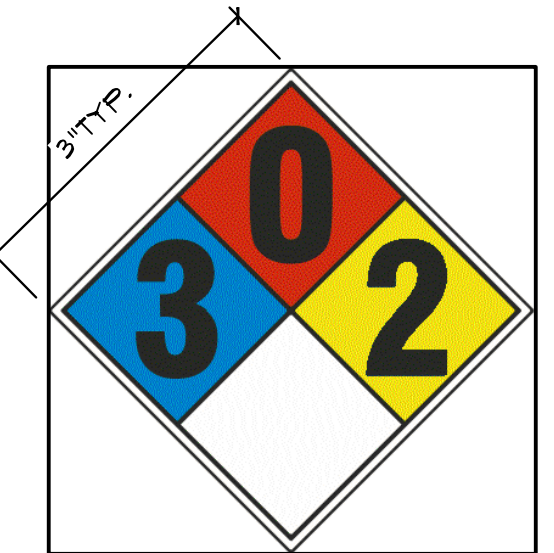
NOC INFORMATION SIGN
LOCATE ON:
-UNDERSIDE OF EXISTING ROOF HATCH



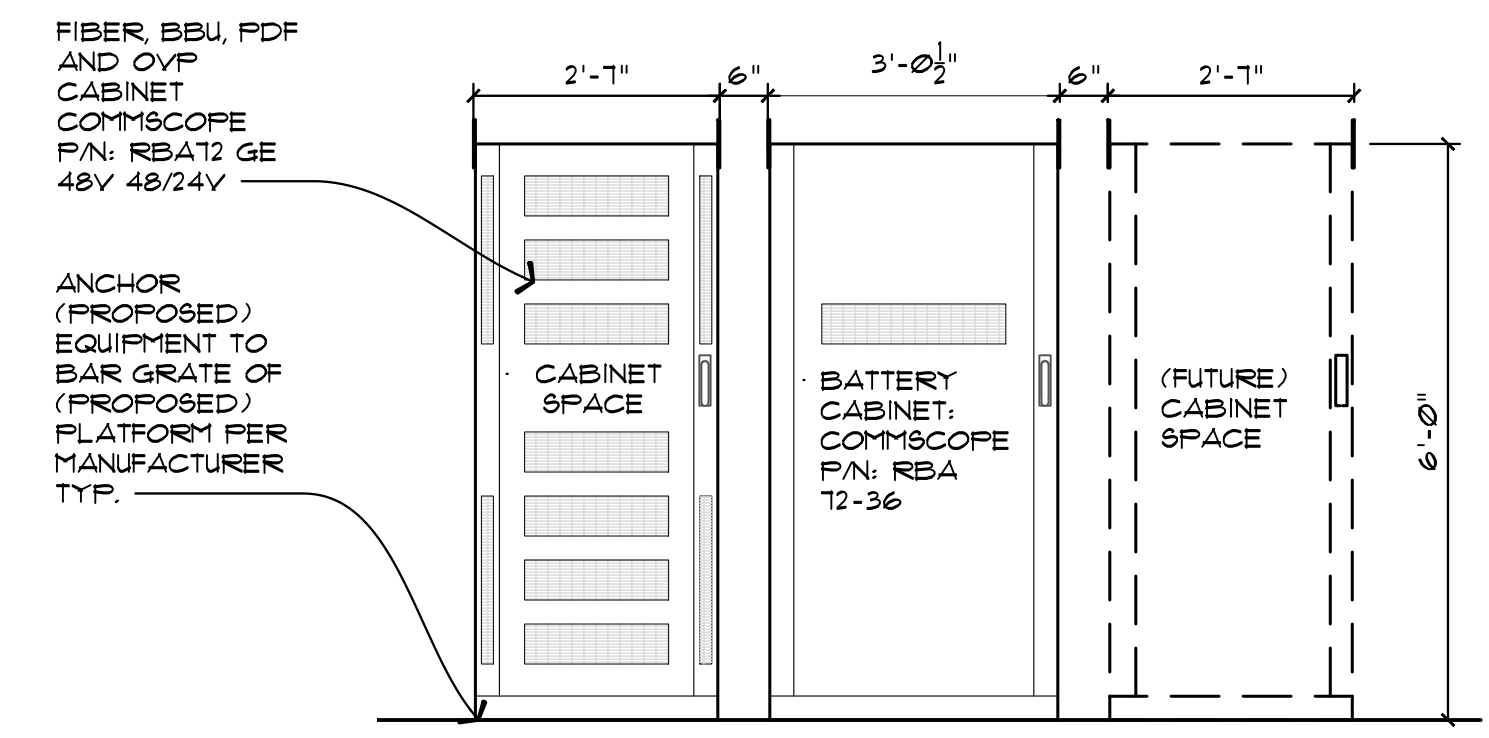
RF GUIDELINES SIGN
LOCATE ON:
-UNDERSIDE OF EXISTING ROOF HATCH
-ANTENNA ENCLOSURE ENTRANCE



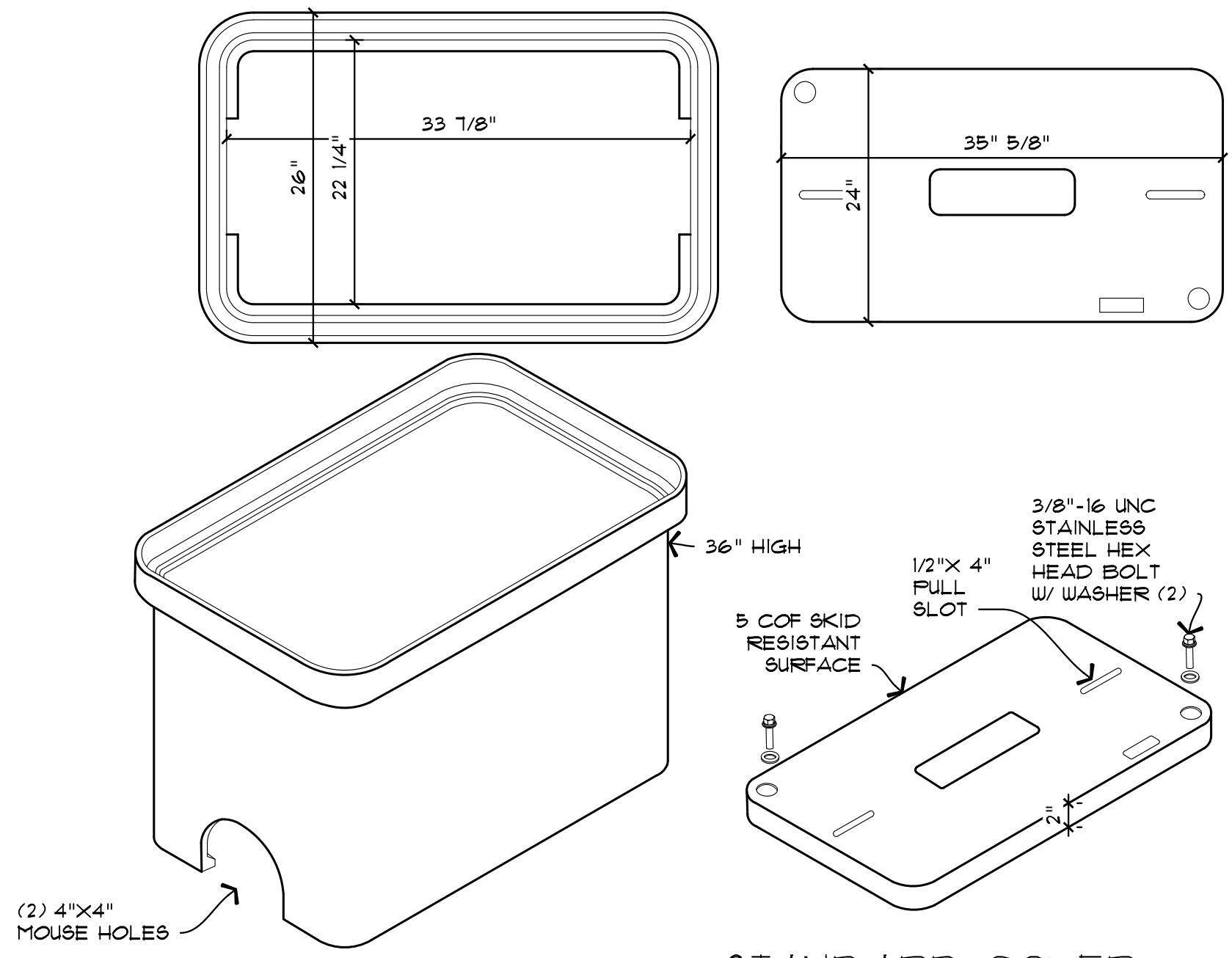
RF CAUTION SIGN
LOCATE ON:
-ANTENNA ENCLOSURE ENTRANCE



DIESEL FUEL "DANGER" SIGN
LOCATE ON:
-EQUIPMENT ENCLOSURE GATE (10"x14")
-GENERATOR ACCESS PANEL (17"x10")

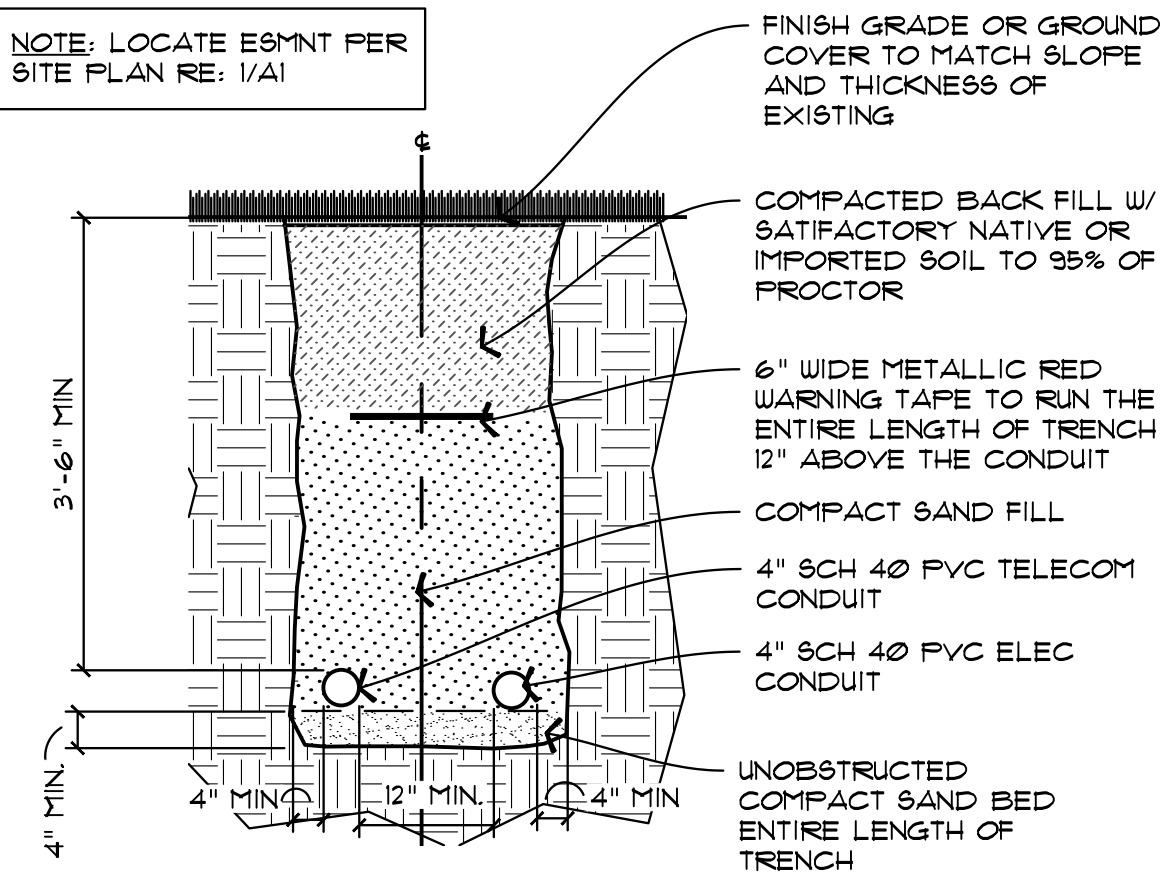


(PROPOSED) CABINET ELEVATION
SCALE: 1/2" = 1'-0"



(PROPOSED) 24X36X36/20K HAND HOLE
SCALE: N.T.S.

NOTE: LOCATE ESMT PER SITE PLAN RE: 1/A1



(PROPOSED) UTILITY TRENCH DETAIL
SCALE: 1/4" = 1'-0"

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PROJECT FOR
verizon wireless
303-694-3234
3131 S. VAUGHN WAY, SUITE 550
AURORA, CO 80014

DATE ISSUED
JULY 21, 2017

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

DATE	REVISIONS
6-29-17	ALT 1 PRELIM ZONING
07/21/17	100% ZONING DRAWINGS
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PROJECT NAME
CO3-M FALCON CELL SITE CD'S - ALT. #1
540 28 1/2 RD.
GRAND JUNCTION, CO 81501
CITY OF GRAND JUNCTION STATE OF COLORADO

Z1.4
5 OF 5

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 20__, between The City of Grand Junction, Colorado, a Colorado home rule municipality, with its principal offices located at 250 North 5th Street, Grand Junction, CO 51501, hereinafter designated LESSOR and CommNet Cellular Inc. d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, 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 540 28 ½ Road, Grand Junction, CO 81501 (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 and are approximately 654 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 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. The parties agree to acknowledge the Commencement Date in writing.

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). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$20,000.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 250 North 5th Street, Grand Junction, CO 51501 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 may not be delivered by LESSEE until at least 90 days after the Commencement Date. 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). On each annual anniversary of the Commencement Date throughout the Term, the annual rental due hereunder shall be increased by two percent (2%) over the annual rental payable with respect to the immediately preceding 12-months of the term of this Agreement.

(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 may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

5. ACCESS. 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 twelve (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. 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 the LESSOR harmless 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 indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. 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 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. LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE's defense of such claim. The LESSEE shall defend any 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 the LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of each LESSOR.

11. INSURANCE.

(a). LESSEE agrees that at its own cost and expense, it will 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. LESSEE agrees to include the LESSOR as an additional insured.

(b). The Parties acknowledge that LESSOR is a governmental entity and is self-insured to a certain extent and also otherwise insured through a governmental insurance pool. LESSOR's Property is covered by said insurance, but LESSEE's facilities are not. Nothing in this Agreement shall be construed so as to effect a waiver of LESSOR's statutory or common law immunity to which it is entitled as a governmental entity. (c). 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.

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) 264-6620 or to LESSOR at (970) 254-3850, 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.

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
 Attention: Purchasing Supervisor
 250 N. 5th Street
 Grand Junction, CO 81501

LESSEE: CommNet Cellular Inc.
 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. 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 Omitted.

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:

**City of Grand Junction
a Colorado home rule municipality**

By: _____

Its: _____

Date: _____

LESSEE:

**CommNet Cellular Inc.
d/b/a Verizon Wireless**



By: _____

Its: _____

Date: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

SITUATED IN THE COUNTY OF MESA, STATE OF COLORADO:

THE NORTH TWELVE AND ONE-HALF (12-1/2) ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 7, TOWNSHIP ONE SOUTH, RANGE ONE EAST OF THE UTE MERIDIAN, TOGETHER WITH ALL DITCH, LATERAL AND WATER RIGHTS THERETO BELONGING INCLUDING FOURTEEN (14) SHARES OF THE CAPITAL STOCK OF THE GRAND VALLEY IRRIGATION COMPANY.

EXHIBIT "B"
SITE PLAN OF THE PREMISES
(Attached)

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 M Falcon

(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, Colorado, a Colorado home rule municipality**, hereinafter collectively referred to as "LESSOR," and **CommNet Cellular Inc. 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 Lease Agreement (the "Agreement") on _____, 20___ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (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 six (3) months prior to the end of the then current term.

2. LESSOR leased to LESSEE a portion of that certain parcel of property located at 540 28 ¼ Road, Grand Junction, CO 81501, (the entirety of LESSOR's property is referred to hereinafter as the "Property", being substantially as described in Exhibit "A" attached hereto and made a part hereof), and being described as two lease areas containing approximately Six Hundred and Fifty Four (654) square feet (the "Land Space") together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a twelve (12) foot wide access way from 28 ¼ Road, to the Land Space (the "Access Way"), and 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 Land Space (the "Utility Easements"), said Land Space, Access Way and Utility Easements (hereinafter collectively referred to as the "Premises") being substantially as described in Exhibit "B" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber 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.

CO3 M Falcon

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 Property 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, Colorado
a Colorado home rule municipality**

By: _____

Name: _____

Its: _____

Date: _____



LESSEE:

**CommNet Cellular Inc.
d/b/a Verizon Wireless**

By: _____

Name: _____

Its: _____

Date: _____

STATE OF _____)
)
COUNTY OF _____)

LESSOR 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, Colorado, a Colorado home rule municipality, 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, Colorado, a Colorado home rule municipality.

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

Notary Public

My Commission Expires:



STATE OF _____)
)
COUNTY OF _____)

LESSEE 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 CommNet Cellular Inc. 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 CommNet Cellular Inc. 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

SITUATED IN THE COUNTY OF MESA, STATE OF COLORADO:

THE NORTH TWELVE AND ONE-HALF (12-1/2) ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 7, TOWNSHIP ONE SOUTH, RANGE ONE EAST OF THE UTE MERIDIAN, TOGETHER WITH ALL DITCH, LATERAL AND WATER RIGHTS THERETO BELONGING INCLUDING FOURTEEN (14) SHARES OF THE CAPITAL STOCK OF THE GRAND VALLEY IRRIGATION COMPANY.

EXHIBIT B

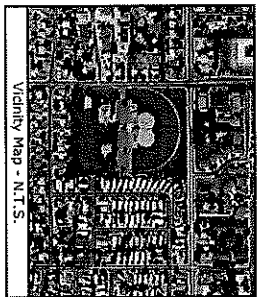
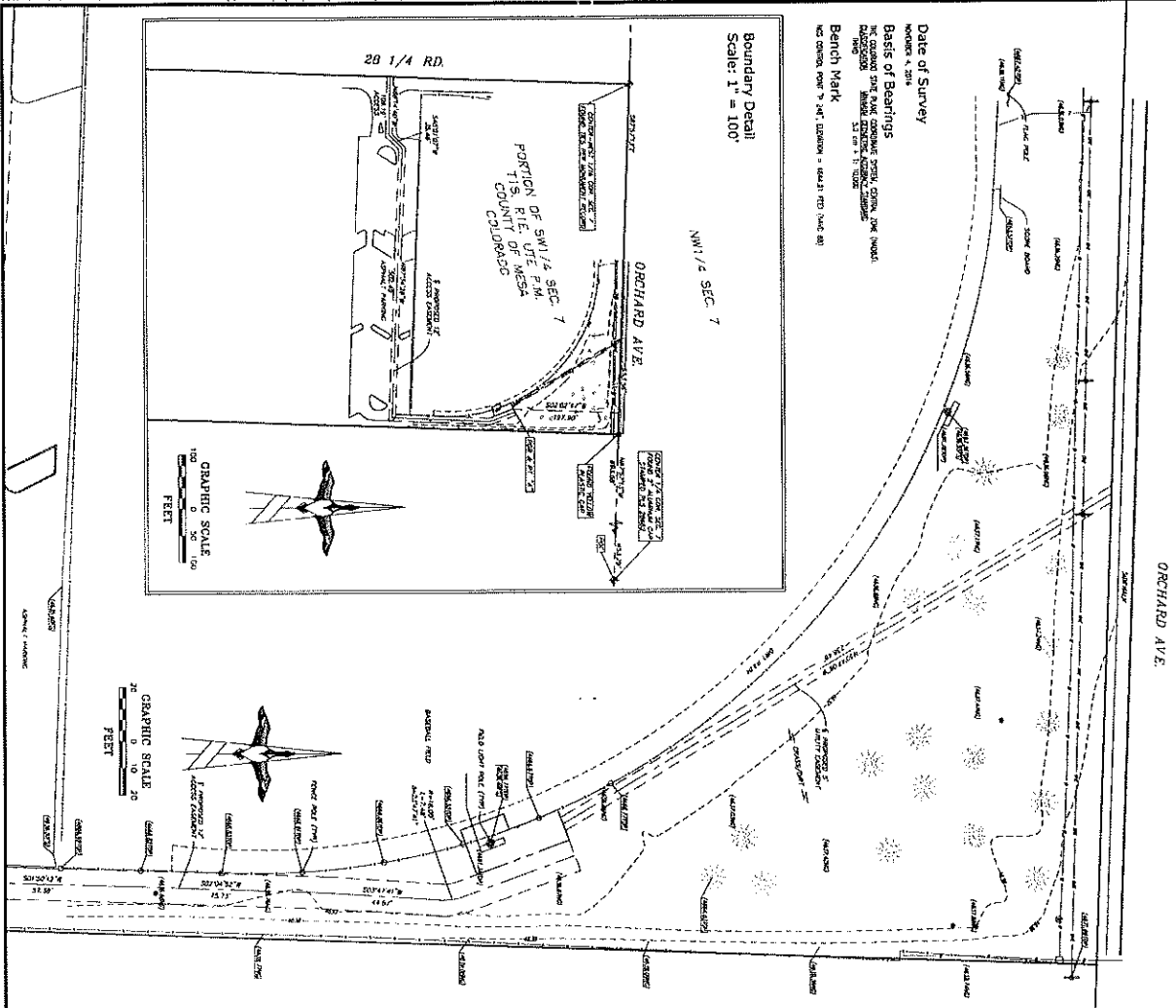
SURVEY

[Attached]

Site Detail
Scale: 1" = 20'

Date of Survey
November 4, 2016
Basis of Bearings
BY COMPASS SINE BAR, COMPASS SYSTEM, COMPASS, ONE INCH TO A DEGREE, SENSITIVE COMPASS, COMPASS
2016
Bench Mark
NE CORNER OF 28 1/4 RD. (NEAD 2016)

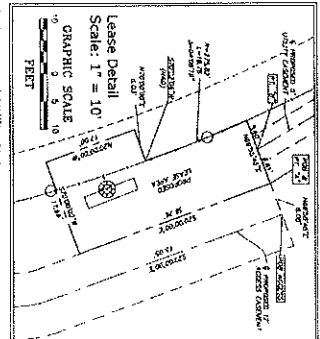
Boundary Detail
Scale: 1" = 100'



Vicinity Map - N.T.S.

LINE LEGEND

- 3" WATER MAIN
- 6" WATER MAIN
- 12" WATER MAIN
- 18" WATER MAIN
- 24" WATER MAIN
- 30" WATER MAIN
- 36" WATER MAIN
- 42" WATER MAIN
- 48" WATER MAIN
- 54" WATER MAIN
- 60" WATER MAIN
- 66" WATER MAIN
- 72" WATER MAIN
- 78" WATER MAIN
- 84" WATER MAIN
- 90" WATER MAIN
- 96" WATER MAIN
- 102" WATER MAIN
- 108" WATER MAIN
- 114" WATER MAIN
- 120" WATER MAIN
- 126" WATER MAIN
- 132" WATER MAIN
- 138" WATER MAIN
- 144" WATER MAIN
- 150" WATER MAIN
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- 168" WATER MAIN
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- 222" WATER MAIN
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- 654" WATER MAIN
- 660" WATER MAIN
- 666" WATER MAIN
- 672" WATER MAIN
- 678" WATER MAIN
- 684" WATER MAIN
- 690" WATER MAIN
- 696" WATER MAIN
- 702" WATER MAIN
- 708" WATER MAIN
- 714" WATER MAIN
- 720" WATER MAIN
- 726" WATER MAIN
- 732" WATER MAIN
- 738" WATER MAIN
- 744" WATER MAIN
- 750" WATER MAIN
- 756" WATER MAIN
- 762" WATER MAIN
- 768" WATER MAIN
- 774" WATER MAIN
- 780" WATER MAIN
- 786" WATER MAIN
- 792" WATER MAIN
- 798" WATER MAIN
- 804" WATER MAIN
- 810" WATER MAIN
- 816" WATER MAIN
- 822" WATER MAIN
- 828" WATER MAIN
- 834" WATER MAIN
- 840" WATER MAIN
- 846" WATER MAIN
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- 888" WATER MAIN
- 894" WATER MAIN
- 900" WATER MAIN
- 906" WATER MAIN
- 912" WATER MAIN
- 918" WATER MAIN
- 924" WATER MAIN
- 930" WATER MAIN
- 936" WATER MAIN
- 942" WATER MAIN
- 948" WATER MAIN
- 954" WATER MAIN
- 960" WATER MAIN
- 966" WATER MAIN
- 972" WATER MAIN
- 978" WATER MAIN
- 984" WATER MAIN
- 990" WATER MAIN
- 996" WATER MAIN
- 1000" WATER MAIN



Underground Utility Note:
This drawing shows the location of all underground utilities shown on this drawing. It is the responsibility of the utility owner to verify the location and depth of all underground utilities before any excavation or construction work is undertaken. The utility owner should contact the appropriate utility companies for more information. The utility owner should also verify the location and depth of all underground utilities before any excavation or construction work is undertaken. The utility owner should contact the appropriate utility companies for more information.

Title Report
Reviewed by: [Name], [Title], [Company]
Date: [Date]

Legal Description
[Detailed legal description of the property]

Assessor's Parcel No.
[APN]

Easements
[List of easements]

Lease Area/Access & Utility Easements
[Description of lease area and utility easements]

Certificate of Survey
This is to certify that the foregoing map and monuments shown hereon are a true and correct representation of the land and interests therein as shown on the original survey and as recorded in the public records of the County of Mesa, Arizona.

CO3 M FALCON
340 28 1/4 RD
GRAND JUNCTION, CO. 81501
COUNTY OF MESA
TOPOGRAPHIC SURVEY

verizonwireless
3131 S. Vesper Way, Suite 550
Avonia, CO 80014 (949) 222-7000

Altira
Last Connection
3131 S. Vesper Way, Suite 550
Avonia, CO 80014 (949) 222-7000

DEPT	APPROVED	DATE
ALC		
RE		
ES		
ESV		
OPS		
EEO/OUT		

LSI



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: November 1, 2017

Presented By: Allison Blevins, DGJBID Executive Director

Department: Downtown GJ Business Improvement District

Submitted By: Allison Blevins, DGJBID Executive Director

Information

SUBJECT:

Prohibition of Parking Along Main Street During Parade of Lights

RECOMMENDATION:

Approve the prohibition of parking along Main Street from 2nd to 10th Streets after 3:00 p.m. on December 2, 2017 for the Annual Parade of Lights and authorize the towing of vehicles.

EXECUTIVE SUMMARY:

The Downtown Grand Junction Business Improvement District (DGJBID) is requesting the prohibition of parking along Main Street between 2nd and 10th streets during the 2017 Parade of Lights on December 2, 2017 and the authorization for towing any vehicles that violate the prohibition.

BACKGROUND OR DETAILED INFORMATION:

In 2013 the DGJBID Board endorsed the implementation of parking restrictions for the Parade of Lights as an ongoing policy and event production protocol.

In previous years, the Downtown Partnership proposed that parking be prohibited along the length of Main Street during the annual Parade of Lights to address the growing concern for pedestrian safety during the event, and to achieve a better spectator experience. In order to ensure the desired outcomes, it was determined that authorization to tow vehicles violating the prohibition would be necessary.

The Downtown Partnership worked closely with Grand Junction Police Department to

implement procedures that would minimize the need for any towing and limit any inconvenience should towing be necessary. In previous years vehicles were towed to an empty downtown lot with no cost to the vehicle owner. In 2016 no vehicles remained on Main Street.

For the 2017 Parade of Lights the DGJBID again request the City prohibit parking along Main Street after 3:00 PM Saturday, December 2nd until the end of the Parade of Lights, and authorize the towing of vehicles in violation of the prohibition. The DGJBID will publicize the parking ban and we will post signs along Main Street Friday morning before the Parade providing notice of the parking restriction and the towing provision. This arrangement is similar to what is done for Farmers Market nights in the summer.

On October 17, 2017, the DGJBID Board voted to recommended that City Council consider adopting an Ordinance authorizing the DGJBID to tow vehicles during events as an ongoing policy. This potential Ordinance will be brought to City Council as a separate action in early 2018.

FISCAL IMPACT:

Vehicles violating the parking prohibition for the Parade of Lights can be cited for violation with or without a fine. Individuals whose vehicles are towed are responsible for towing costs.

SUGGESTED MOTION:

I move to prohibit parking along Main Street from 2nd to 10th Streets and authorize the Downtown Grand Junction Business Improvement District to tow vehicles that remain on Main Street after 3:00 pm on December 2, 2017 for the Annual Parade of Lights.

Attachments

None



Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: November 1, 2017
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver, City Attorney

Information

SUBJECT:

A Resolution Rescinding Resolution No. 47-17 Renaming North Avenue to University Boulevard Between I-70 (on the east) to 1st Street (on the west)

RECOMMENDATION:

Staff recommends the approval of the resolution consistent with the City Council discussion during the October 18, 2017 City Council meeting.

EXECUTIVE SUMMARY:

Resulting from the North Avenue/University Boulevard discussion during the October 18 City Council meeting, City Council has heard the voices of those both directly and indirectly interested in North Avenue not being renamed University Boulevard. This resolution rescinds resolution 47-17, a Resolution renaming North Avenue to University Boulevard, approved on August 16, 2017.

BACKGROUND OR DETAILED INFORMATION:

On August 16, 2017 the City Council approved Resolution 47-17, a Resolution renaming North Avenue to University Boulevard. The effective date of the Resolution was delayed until March 1, 2018; however, the proposed name change has been called into question.

With Resolution 47-17 the City Council acknowledged that the name change would require property and business owners to revise their mailing addresses, promotional materials and business supplies; however, the City Council realizes that it did not fully appreciate the full weight of the impacts that would be visited on those people and their

interests. As well, the Council acknowledges that it did not grasp the sentiment, nostalgia and emotion that is attached to North Avenue and its name.

As the City Council has heard the voices of those both directly and indirectly interested in North Avenue not being renamed University Boulevard, the Council also understands and acknowledges those in the community that trust that the past, present and future importance of Colorado Mesa University to the community must be recognized as may be separately determined by the City Council in accordance with a successive resolution(s), ordinance(s) and any and all actions of the City Council deemed advisable by a majority thereof.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (approve or deny) Resolution No. 64-17 - A resolution rescinding Resolution 47-17 renaming North Avenue to University Boulevard between I-70 B (on the east) and 1st Street (on the west).

Attachments

1. Letter from CMU 20000 Steering Committee
2. Resolution - North Avenue



October 13, 2017

Dear Honorable Mayor Taggart and Members of the Council,

The Colorado Mesa University 20000 Initiative is a product that belongs to the community. As an extension of the community, the project affords Grand Junction residents tremendous opportunity to work together enhancing the health and vitality of the economy and community, through our University.

Objectives of the Initiative were established through the passion and joint efforts of over 300 citizens. These community members rallied behind the idea of supporting their local institution of higher learning. To date, the collaboration supporting CMU is something the community is proud of.

Recently, the CMU 20000 Steering Committee has learned that an initiative objective (while worthwhile and valuable) has also become an inadvertent distraction from the broader outcomes desired by thousands who subscribe to the CMU 20000 effort. The renaming of North Avenue is this distraction. As a result, the Steering Committee formally requests City Council reconsider its previous formal designation of the North Avenue name change. Moving forward we propose (just as individual council members have already done) that City Council collectively and formally endorse the CMU 20000 Initiative while concurrently rescinding the decision to rename North Avenue. Also, we propose Council appoint a five-member task force to make suggestions moving forward on how the community can enhance the University's visibility throughout the City and report back to Council with recommendations within the next 30 to 60 days. We propose a task force be appointed and be comprised of a 12th Street and North Avenue business owner as well as a CMU representative; Grand Junction City Council member; City Planning Department staff member; and, a CMU 20000 Steering Committee member.

The CMU 20000 vision unifies the community around a common vision--a vision that values students and higher learning as vehicles for greater prosperity. When, however, an objective instead creates division within the community we believe an appropriate course of action is to pause and then explore how the community's common goals can be achieved through different means.

Please accept this letter as our deepest appreciation for your belief that supporting higher learning (and valuing the University's role in our society and community) is a worthwhile endeavor.

Sincerely,

CMU 20000 Steering Committee

CITY OF GRAND JUNCTION

RESOLUTION NO. XX-17

A RESOLUTION RESCINDING RESOLUTION 47-17 RENAMING NORTH AVENUE TO UNIVERSITY BOULEVARD BETWEEN I-70 B (ON THE EAST) AND 1ST STREET (ON THE WEST)

Recitals.

On August 16, 2017 the City Council approved Resolution 47-17, a Resolution renaming North Avenue to University Boulevard. The effective date of the Resolution was delayed until March 1, 2018; however, the proposed name change has been called into question.

With Resolution 47-17 the City Council acknowledged that the name change would require property and business owners to revise their mailing addresses, promotional materials and business supplies; however, the City Council realizes that it did not fully appreciate the full weight of the impacts that would be visited on those people and their interests. As well, the Council acknowledges that it did not grasp the sentiment, nostalgia and emotion that is attached to North Avenue and its name.

As the City Council has heard the voices of those both directly and indirectly interested in North Avenue not being renamed University Boulevard, the Council also understands and acknowledges those in the community that trust that the past, present and future importance of Colorado Mesa University to the community must be recognized as may be separately determined by the City Council in accordance with a successive resolution(s), ordinance(s) and any and all actions of the City Council deemed advisable by a majority thereof.

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

That Resolution 47-17 is rescinded, revoked and of no further effect.

President of the City Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #6.b.

Meeting Date: November 1, 2017
Presented By: Greg Caton, City Manager
Department: City Manager
Submitted By: Greg Caton, City Manager

Information

SUBJECT:

Resolution Regarding CMU 20000 Initiatives

RECOMMENDATION:

Staff recommends the approval of the resolution consistent with the City Council discussion during the October 18, 2017 City Council meeting.

EXECUTIVE SUMMARY:

Colorado Mesa University is a key economic driver for the Grand Valley. The continued growth and development of the university can and will define us as an educated, economically prosperous and vibrant community. CMU20000 is a community initiative that will help to grow our economy, led by the Grand Junction Area Chamber of Commerce. Colorado Mesa University an economic impact on our community of nearly a half of a billion dollars. Growing the University will increase that impact.

The four main areas of focus for CMU20000 are Community Visibility, Community Engagement, Student Recruitment, and Governmental Engagement.

BACKGROUND OR DETAILED INFORMATION:

Colorado Mesa University is a key economic driver for the Grand Valley. The continued growth and development of the university can and will define us as an educated, economically prosperous and vibrant community. CMU20000 is a community initiative that will help to grow our economy, led by the Grand Junction Area Chamber of Commerce. Colorado Mesa University an economic impact on our community of nearly a half of a billion dollars. Growing the University will increase that impact. CMU20000

aims for 15,000 students and 5,000 community supporters.

The four main areas of focus for CMU20000:

1) Community Visibility – To grow the University, Grand Junction needs to look like a college town. CMU20000 will work on how the city, community members and business leaders show that they are “Mavocates”.

2) Community Engagement – CMU offers a wide variety of services, including sporting events, theater, music, dance, art and educational opportunities for every age group. CMU20000 will help to answer the question of how to get residents of Mesa County more actively involved with all the University has to offer.

3) Student Recruitment – CMU has learned that once a prospective student visits the campus that the success rate of having them become a Maverick is very high. CMU20000 will engage partners to brainstorm ideas to help reach their enrollment goal of 15,000 students.

4) Governmental Engagement – CMU20000 will collaborate with representatives in City, County and State governments to show how important the University is to the Grand Valley. From planning to funding, CMU20000's goal is an actively engaged government in support of CMU20000.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (approve or deny) Resolution No. 65-17 - A resolution making findings regarding the CMU 20,000 Initiative and endorsing the same.

Attachments

1. CMU 20000 Letter
2. Resolution - CMU



October 13, 2017

Dear Honorable Mayor Taggart and Members of the Council,

The Colorado Mesa University 20000 Initiative is a product that belongs to the community. As an extension of the community, the project affords Grand Junction residents tremendous opportunity to work together enhancing the health and vitality of the economy and community, through our University.

Objectives of the Initiative were established through the passion and joint efforts of over 300 citizens. These community members rallied behind the idea of supporting their local institution of higher learning. To date, the collaboration supporting CMU is something the community is proud of.

Recently, the CMU 20000 Steering Committee has learned that an initiative objective (while worthwhile and valuable) has also become an inadvertent distraction from the broader outcomes desired by thousands who subscribe to the CMU 20000 effort. The renaming of North Avenue is this distraction. As a result, the Steering Committee formally requests City Council reconsider its previous formal designation of the North Avenue name change. Moving forward we propose (just as individual council members have already done) that City Council collectively and formally endorse the CMU 20000 Initiative while concurrently rescinding the decision to rename North Avenue. Also, we propose Council appoint a five-member task force to make suggestions moving forward on how the community can enhance the University's visibility throughout the City and report back to Council with recommendations within the next 30 to 60 days. We propose a task force be appointed and be comprised of a 12th Street and North Avenue business owner as well as a CMU representative; Grand Junction City Council member; City Planning Department staff member; and, a CMU 20000 Steering Committee member.

The CMU 20000 vision unifies the community around a common vision--a vision that values students and higher learning as vehicles for greater prosperity. When, however, an objective instead creates division within the community we believe an appropriate course of action is to pause and then explore how the community's common goals can be achieved through different means.

Please accept this letter as our deepest appreciation for your belief that supporting higher learning (and valuing the University's role in our society and community) is a worthwhile endeavor.

Sincerely,

CMU 20000 Steering Committee

CITY OF GRAND JUNCTION
RESOLUTION NO. XX-17

**A RESOLUTION MAKING FINDINGS REGARDING THE CMU 20,000 INITIATIVE AND
ENDORING THE SAME**

Recitals.

On November 1, 2017 the City Council approved Resolution XX-17, a Resolution rescinding Resolution 47-17 renaming North Avenue to University Boulevard.

The impetus, in part, for Resolution XX-17 was a request from the CMU 20,000 initiative ("CMU 20,000") steering committee to rescind the name change.

While CMU may not be recognized as the defining landmark that it could be by changing the name of North Avenue to University Boulevard, it is the intention, expectation and desire of the City Council to take all appropriate and necessary actions to recognize and support the University and its contributions, significance and value to the economy, the citizens, students and others that benefit by and from the University and its positive impact on Grand Junction, the State and the region. Colorado Mesa University, first as a junior college and now as an institution offering certificates, associates, bachelors, masters and doctoral degrees, has been part of the City since 1925 and in a few short years will be celebrating its 100th anniversary. In support and furtherance of the University and its mission CMU 20,000 was created.

The City Council endorses CMU 20,000 and specifically the creation of a working group that shares the common goals of recognizing, advancing and support the University and the CMU 20,000 campaign without the renaming of North Avenue to University Boulevard.

To those ends the City Council does hereby create the CMU 20,000 and North Avenue Alliance (CMUNAA) with the primary goal of unification around the common interests that exist between the University and the businesses on and users of North Avenue. The CMUNAA will promote the University to achieve its goal of 15,000 students and 5000 active supporters (both of which are objectives of the CMU 20,000 initiative) together with continuing the recognition of the importance and contributions of all of those interested in the success of North Avenue.

Furthermore, the City Council does authorize and create a five member CMUNAA action corps consisting of a representative designated by the board of the North Avenue Owner's Association, a business owner from North Avenue, a business owner from 12th Street, a representative from CMU, a member of the CMU 20,000 steering committee. As directed by the City Manager a member(s) of the City's Community Development Department staff may provide technical assistance to the board. Appointments for the business owner positions shall be determined by a City Council committee and shall be made by action of the City Council at its November 15th meeting. Work of the CMUNAA shall begin as soon thereafter as possible with reports to the Council at no less than 45 day intervals.

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

That there is hereby created the CMU 20,000 and North Avenue Alliance (CMUNAA) which shall consist of five members as provided herein, which alliance shall have as its primary purpose the development and implementation of actions to recognize and unite the community in the common interests that exist between the University, the businesses on and users of North Avenue while promoting the University to achieve its goal of 15,000 students and 5000 active supporters together with the continuing recognition of the importance and contributions of the same.

President of the City Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #7.a.i.

Meeting Date: November 1, 2017

Presented By: Kristen Ashbeck, Senior Planner/ CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck, Senior Planner

Information

SUBJECT:

Resolution Accepting the Petition for Annexation and Ordinances Annexing and Zoning the Holder Annexation Located at 3040 E Road

RECOMMENDATION:

The Planning Commission does not provide a recommendation on annexations but recommended approval of the zoning request at its September 26, 2017 meeting.

EXECUTIVE SUMMARY:

The Applicants, Kenneth Holder and Wayne Holder, have requested annexation and zoning to Neighborhood Business (B-1) for a 2.83-acre property located at 3140 E Road. The annexation is being compelled by the Persigo Agreement due to the Applicants' interest in selling the property to be developed as self-service storage units. The annexation includes 302 linear feet of the developed E Road, which is currently not within dedicated right-of-way. When a property is annexed, the City must also assign it a zoning designation that works to implement the Comprehensive Plan. The proposed zoning of B-1 is consistent with the Future Land Use Map designation of Commercial.

BACKGROUND OR DETAILED INFORMATION:

Annexation

The Holder annexation consists of one 2.83-acre parcel of land located at 3040 E Road. The property is currently vacant and is adjacent to existing city limits, within the Persigo 201 boundary and is annexable development as defined in the Persigo Agreement. The property owners have signed a petition for annexation and the potential buyer will be submitting an application for the proposed self-storage units

concurrent with the annexation process. The annexation includes a portion of the developed E Road, which is currently not within dedicated right-of-way. Right-of-way for E Road will be obtained by the City during development of the property.

Staff has found, 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 Holder 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.

Zoning

Under the 1998 Persigo Agreement with Mesa County, the City shall zone annexed areas with a zone district that is either identical to current County zoning or to a zone district that implements the City's Comprehensive Plan Future Land Use Map. The proposed zoning of B-1 will implement the Future Land Use Map which designates the property as Commercial.

Properties adjacent to and surrounding the subject parcel are primarily residential although the two properties directly to the east have been annexed and zoned B-1 and the property adjacent to the west has a County PUD zoning which allows uses other than single family residential. The nearest commercial uses are located at the I-70B and 30 Road intersection approximately four tenths of a mile from the property and along the north side of I-70B approximately 500 feet from the property.

Pursuant to Section 21.02.140(a) of the Grand Junction Municipal Code the City may rezone a property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and meet one or more of the rezone criteria. Planning Commission found that the proposed Neighborhood Business (B-1) zone district for the Holder property was consistent with the Comprehensive Plan and did meet the required zoning criteria. A detailed analysis of the consistency with the

Comprehensive Plan and the rezone criteria is included in the attached Planning Commission staff report.

FISCAL IMPACT:

The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation. The annexation includes the north half of developed E Road along the frontage of the property which is approximately 302 linear feet (LF), or 470 square yards (SY) of pavement. All road pavement is satisfactory, however there is no curb, gutter, sidewalk present. Given the condition of the roads a chip seal will be required in 2 years (as part of planned cycle), and an overlay in 9 years at a present value of \$1,000, and \$8,260 respectively. Annual costs including street sweeping, snow and ice control, signage and striping, snow removal, and storm drain maintenance are approximately \$133/year, for a 20-year present value of \$1,800. There currently are no street lights along this road section and therefore they have not been included in this analysis.

Total road maintenance related costs for this annexation are estimated to have 20-year present value of \$11,825. Said differently, this is the amount of money the City would have to set aside in a financial account today, earning 4% interest, to generate enough funds to pay for the ongoing maintenance of this road infrastructure.

The cost estimate to improve the road frontage to collector standard (as shown on Grand Valley Circulation Plan) is \$110,091.

SUGGESTED MOTION:

I move to (approve or deny) 1) Resolution No. 66-17 – A resolution accepting a petition for the annexation of lands to the City of Grand Junction, Colorado, making certain findings, and determining that the 2.833 acre Holder Annexation, located at 3040 E Road, is eligible for annexation; 2) Ordinance No. 4770 - An ordinance annexing territory to the City of Grand Junction, Colorado, Holder Annexation, approximately 2.833 acres, located at 3040 E Road; 3) Ordinance No. 4771 - An ordinance zoning the Holder Annexation to B-1 (Neighborhood Business) located at 3040 E Road on final passage and order final publication in pamphlet form.

Attachments

1. Annexation Staff Report
2. Holder Zoning Planning Commission Staff Report
3. Annexation Resolution
4. Annexation Ordinance
5. Holder Zoning Ordinance



Grand Junction City Council

Regular Session

Item #

Meeting Date: September 6, 2017

Presented by: Kristen Ashbeck AICP **Submitted by:** Kristen Ashbeck AICP
Senior Planner Senior Planner

Department: Admin. – Com. Dev.

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 Proposed Annexation Ordinance for the Holder Annexation, Located at 3040 E Road.

RECOMMENDATION:

City Staff recommends approval.

EXECUTIVE SUMMARY:

A request to annex 2.833 acres located on E Road just east of 30 Road with a specific address of 3040 E Road. The applicants, Kenneth Holder and Wayne Holder have requested annexation so that the property may be sold to a buyer that is proposing to develop the property for self-storage units.

BACKGROUND:

The Holder annexation consists of one 2.833 acre parcel of land located at 3040 E Road. The property is currently vacant and is adjacent to existing city limits, within the Persigo 201 boundary and is annexable development as defined in the Persigo Agreement. The property owners have signed a petition for annexation and the potential buyer will be submitting an application for the proposed self-storage units concurrent with the annexation process. There is no dedicated right-of-way included in the annexation.

Under the 1998 Persigo Agreement with Mesa County, all proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation to and processing by 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 Holder 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 proposed annexation and zoning schedule with a summary is attached.

FISCAL IMPACT:

The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. ____ A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Introducing Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Exercising Land Use Control and set a hearing for November 1, 2017 for the Holder Annexation, Approximately 2.833 Acres, Located at 3040 E Road.

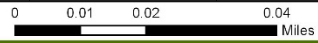
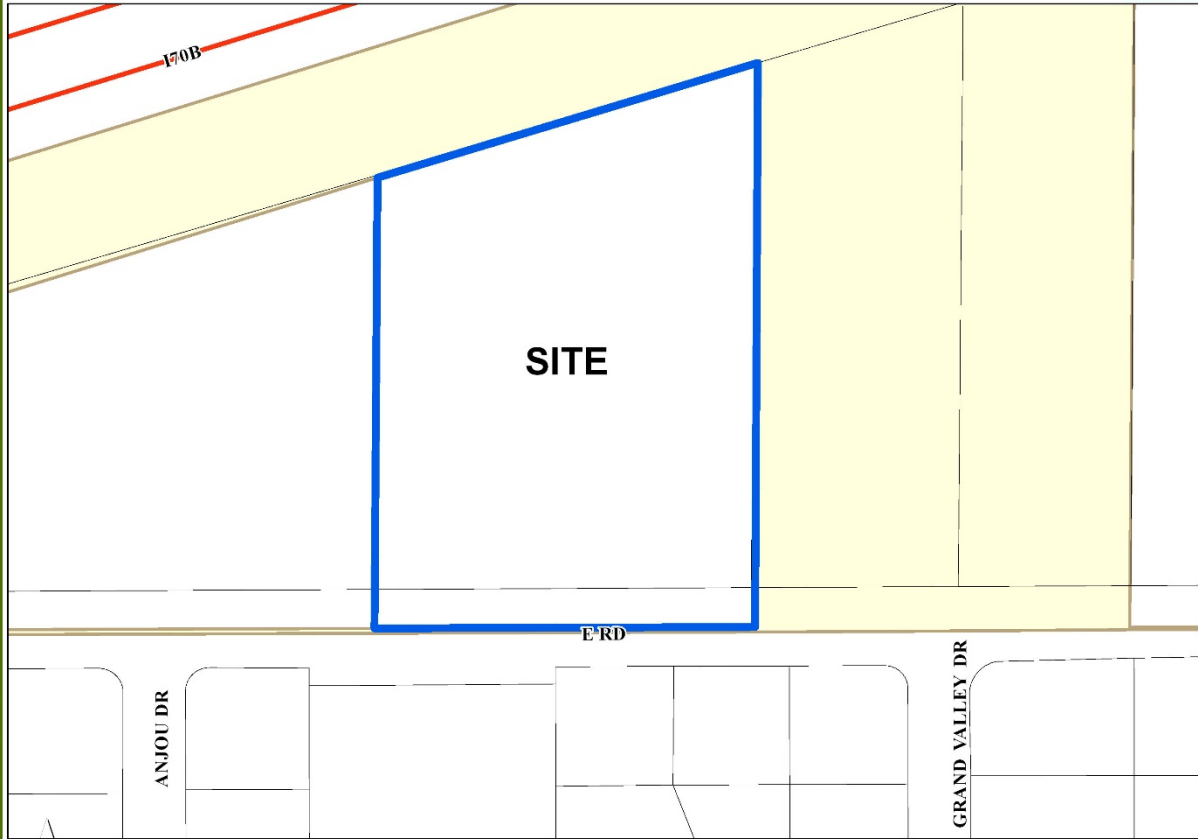
Attachments

- ATTACHMENT 1 – Annexation Background Information Schedule and Summary
- ATTACHMENT 2 – Maps
- ATTACHMENT 2 – Proposed Resolution
- ATTACHMENT 3 – Proposed Ordinance

ANNEXATION BACKGROUND INFORMATION					
Existing Population:		0			
Tax Parcel #(s):		2943-093-00-086			
# of Parcels occupied by the owner		0			
# of Dwelling Units:		0			
Existing Land Use:		Vacant			
Proposed Land Use:					
Surrounding Land Use:	North:	I-70B and Railroad Tracks			
	South:	Residential			
	East:	Vacant			
	West:	Large Lot Residential			
Comprehensive Plan Designation:					
Zoning within Comprehensive Plan Designation		X	Yes		No
Developable Acres Remaining:		2.833			
Special Districts:	Water:	Clifton			
	Sewer:	Within 201			
	Fire:	Clifton			
	Irrigation/Drainage:	GVIC/GVDD			
	School:	SD 51; Fruitvale; Grand Mesa; Central			
	Pest:	Upper Grand Valley			
Previous County Zoning:		RSF-4			
Proposed City Zoning:		Neighborhood Business (B-1)			
Surrounding Zoning:	North:	PUD (County)			
	South:	RSF-4 (County)			
	East:	B-1			
	West:	PUD (County)			
Acres land annexed:		2.833			
Right-of-way in Annexation:		NA			
Values:	Assessed:	\$95,000			
	Actual:	\$95,000			
Address Ranges:		3034-3046 E Road			
Annexation Schedule:	1st Reading/Ref/LU	September 6, 2017			
	Planning Commission	September 26, 2017			
	1st Reading Zoning	October 18, 2017			
	2nd Reading Annex & Zoning	November 1, 2017			
	Effective date of Annexation	December 1, 2017			

HOLDER ANNEXATION SCHEDULE		
September 6, 2017	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use	
September 26, 2017	Planning Commission considers Zone of Annexation	
October 18, 2017	Introduction of a Proposed Ordinance on Zoning by City Council	
November 1, 2017	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council	
December 1, 2017	Effective date of Annexation and Zoning	
ANNEXATION SUMMARY		
File Number:	ANX-2017-325	
Location:	East of 3034 E Road (no address)	
Tax ID Number:	2943-093-00-086	
# of Parcels:	1	
Existing Population:	0	
# of Parcels (owner occupied):	0	
# of Dwelling Units:	0	
Acres land annexed:	2.833	
Developable Acres Remaining:	2.833	
Right-of-way in Annexation:	NA	
Previous County Zoning:	RSF-4	
Proposed City Zoning:	Neighborhood Business (B-1)	
Current Land Use:	Vacant	
Future Land Use:	Neighborhood Business	
Values:	Assessed:	\$95,000
	Actual:	\$95,000
Address Ranges:	3034-3046 E Road	
Special Districts:	Water:	Clifton
	Sewer:	Within 201
	Fire:	Clifton
	Irrigation/Drainage:	GVIC/GJDD
	School:	SD 51; Fruitvale; Grand Mesa; Central
	Pest:	Upper Grand Valley

Holder Annexation



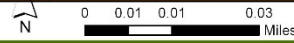
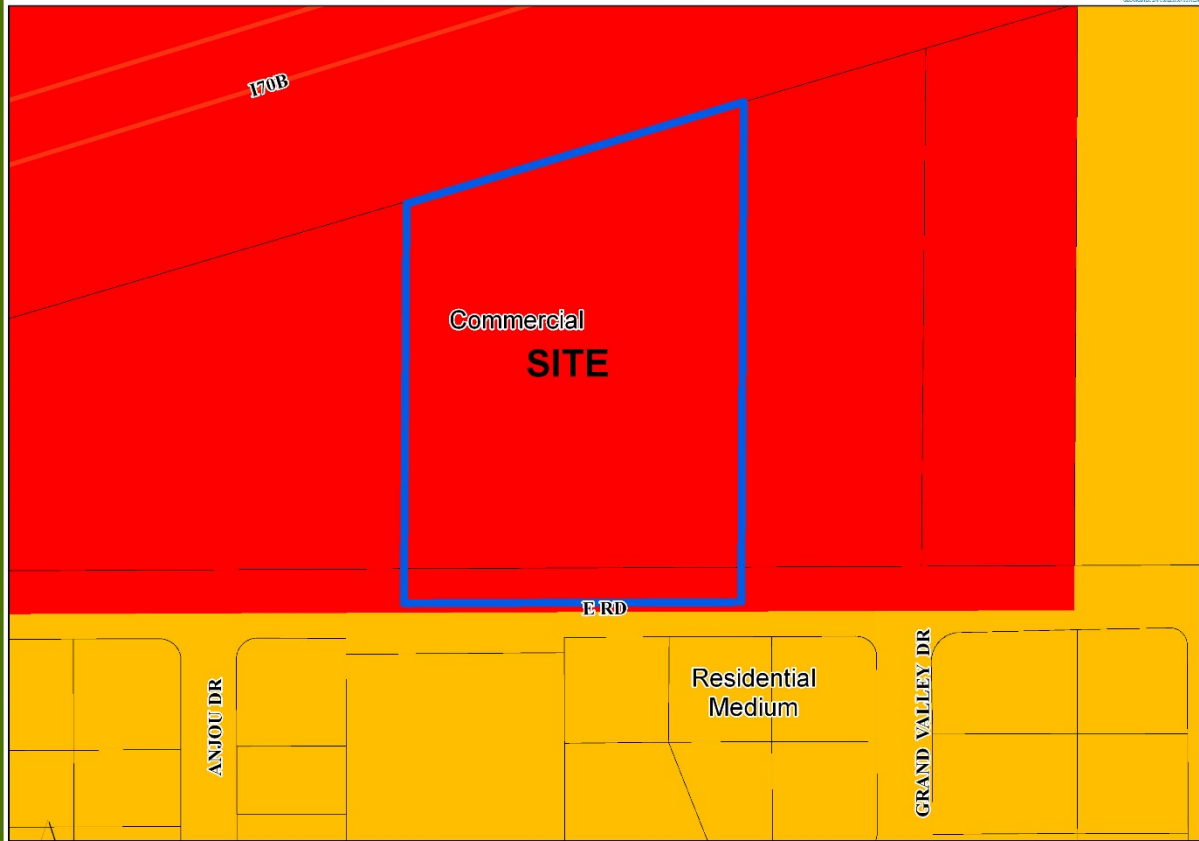
 Annexation Boundary

Date: 8/15/2017

Holder Annexation



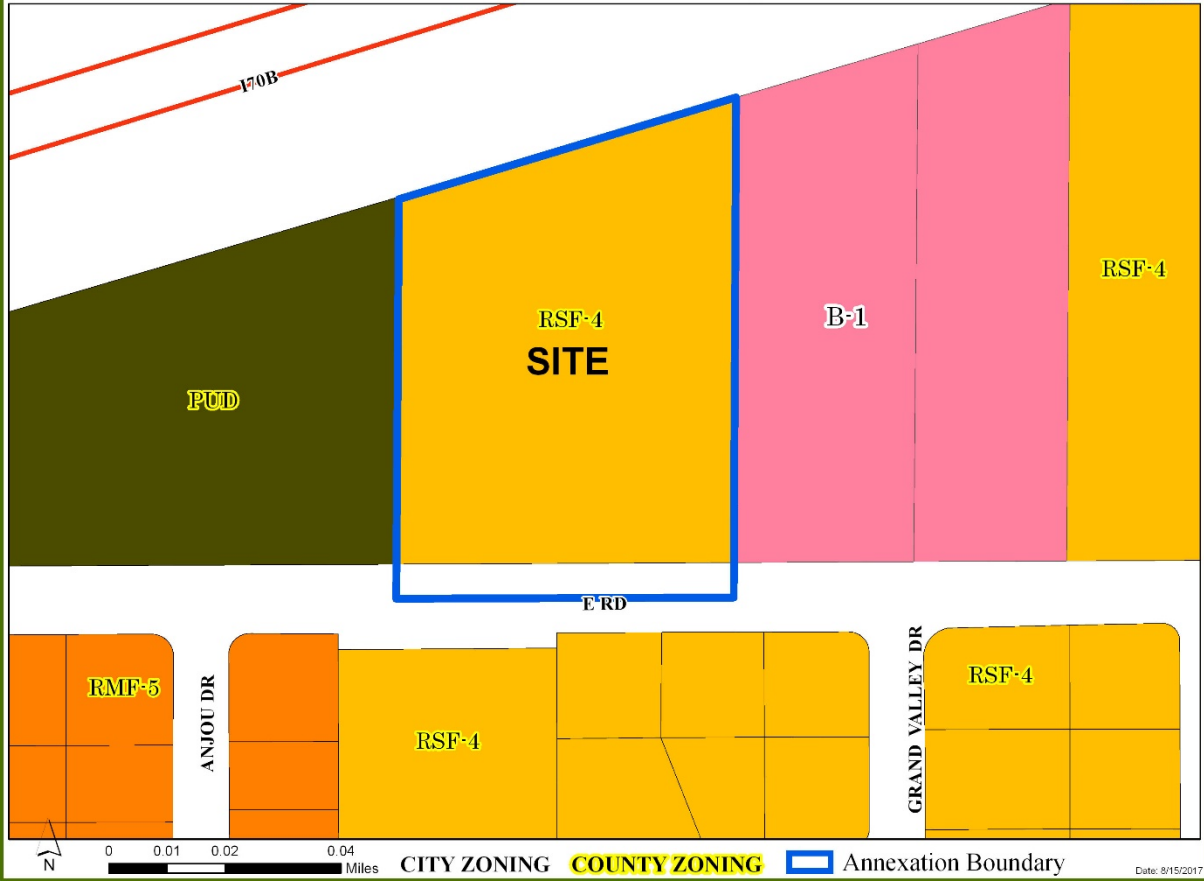
Holder Annexation - Future Land Use



Annexation Boundary

Date: 8/15/2017

Holder Annexation - Zoning



**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 6th day of September, 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**

HOLDER ANNEXATION

APPROXIMATELY 2.833 ACRES LOCATED AT 3040 E ROAD

WHEREAS, on the 6th day of September, 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:

HOLDER ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the SE 1/4 SW 1/4 of said Section 9 and assuming the South line of the SE 1/4 SW 1/4 of said Section 9 bears S 89°54'32" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°05'46" W along the East line of the SE 1/4 SW 1/4 of said Section 9, a distance of 2.00 feet; thence S 89°54'32" W, along the North line of Timm Annexation No. 2, Ordinance No. 3186 as recorded in Book 2646, Page 308, Public Records of Mesa County, Colorado, being a line 2.00 feet North of and parallel with the South line of the SE 1/4 SW 1/4 of said Section 9, a distance of 201.67 feet; thence N 00°05'37" W along the East line Timm Annexation No. 1, Ordinance No. 3185 as recorded in Book 2646, Page 305, Public Records of Mesa County, Colorado, a distance of 2.00 feet; thence S 89°54'32" W, along the North line of said Timm Annexation No. 1, being a line 4.00 feet North of and parallel with the South line of the SE 1/4 SW 1/4 of said Section 9, a distance of 100.34 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°54'32" E, a distance of 302.00 feet; thence N 00°05'27" W, along the West line of that certain parcel of land described in Book 2150, Page 734, Public Records of Mesa County, Colorado, a distance of 362.71 feet, more or less, to the South line of Southern Pacific Railroad Annexation No. 2, Ordinance No. 3159 as recorded in Book 2616, Page 715, Public Records of Mesa County, Colorado; thence N 72°58'00" E, along the South line of said annexation, a distance of 315.70 feet; thence S 00°05'24" E, along the East line of said parcel of land recorded in Book 2616, Page 715 and the West line of Pine E Road Commercial Annexation, Ordinance No. 3186 as recorded in Book 4253,

Page 720, Public Records of Mesa County, Colorado, a distance of 454.71 feet, more or less, to the Point of Beginning.

CONTAINING 123,430 Square Feet or 2.833 Acres, as described above.

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 1st day of November, 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 Community Development Department of the City.

ADOPTED the _____ day of _____, 2017.

President of the Council

Attest:

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>
November 3, 2017
November 10, 2017
November 17, 2017
November 24, 2017

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

HOLDER ANNEXATION

APPROXIMATELY 2.833 ACRES LOCATED AT 3040 E ROAD

WHEREAS, on the 6th day of September, 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 1st day of November, 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:

HOLDER ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the SE 1/4 SW 1/4 of said Section 9 and assuming the South line of the SE 1/4 SW 1/4 of said Section 9 bears S 89°54'32" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°05'46" W along the East line of the SE 1/4 SW 1/4 of said Section 9, a distance of 2.00 feet; thence S 89°54'32" W, along the North line of Timm Annexation No. 2, Ordinance No. 3186 as recorded in Book 2646, Page 308, Public Records of Mesa County, Colorado, being a line 2.00 feet North of and parallel with the South line of the SE 1/4 SW 1/4 of said Section 9, a distance of 201.67 feet; thence N 00°05'37" W along the East line Timm Annexation No. 1, Ordinance No. 3185 as recorded in Book 2646, Page 305, Public Records of Mesa County, Colorado, a distance of 2.00 feet; thence S 89°54'32" W, along the North line of said Timm Annexation No. 1, being a line 4.00 feet North of and parallel with the South line of the SE 1/4 SW 1/4 of said Section 9, a distance

of 100.34 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°54'32" E, a distance of 302.00 feet; thence N 00°05'27" W, along the West line of that certain parcel of land described in Book 2150, Page 734, Public Records of Mesa County, Colorado, a distance of 362.71 feet, more or less, to the South line of Southern Pacific Railroad Annexation No. 2, Ordinance No. 3159 as recorded in Book 2616, Page 715, Public Records of Mesa County, Colorado; thence N 72°58'00" E, along the South line of said annexation, a distance of 315.70 feet; thence S 00°05'24" E, along the East line of said parcel of land recorded in Book 2616, Page 715 and the West line of Pine E Road Commercial Annexation, Ordinance No. 3186 as recorded in Book 4253, Page 720, Public Records of Mesa County, Colorado, a distance of 454.71 feet, more or less, to the Point of Beginning.

CONTAINING 123,430 Square Feet or 2.833 Acres, as described above

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.

President of the Council

Attest:

City Clerk

PLANNING COMMISSION AGENDA ITEM

Project Name: Zoning of the Holder Annexation
Applicant: Kenneth Holder and Wayne Holder
Representative: Cindy and Steve Coop
Address: 3040 E Road
Zoning: County Single Family Residential – 4 Units per Acre (RSF-4)

I. SUBJECT

Consider a request to zone 2.83 acres from County RSF-4 (Residential Single Family – 4 Units per Acre) to a City B-1 (Neighborhood Business) zone district. The property is located at 3040 E Road.

II. EXECUTIVE SUMMARY

The Applicants, Kenneth Holder and Wayne Holder, have requested zoning of a 2.83 acre property located at 3140 E Road as Neighborhood Business (B-1). This property is also being considered for annexation into the City. The annexation is being compelled by the Persigo Agreement due to the Applicants' interest in selling the property to be developed as self-service storage units. Under the 1998 Persigo Agreement, developments within the 201 service area boundary which require a public hearing or land use review, are subject to annexation into the City. When a property is annexed, the City must also assign it a zoning designation that works to implement the Comprehensive Plan.

III. BACKGROUND

The Holder annexation consists of one 2.83-acre parcel of land located at 3040 E Road. The property is currently vacant and is adjacent to existing city limits, within the Persigo 201 boundary and is annexable development as defined in the Persigo Agreement. The property owners have signed a petition for annexation and the potential buyer will be submitting an application for the proposed self-storage units concurrent with the annexation process. There is no dedicated right-of-way included in the annexation but a portion of the developed E Road with the annexation along the frontage of the property. Right-of-way for E Road will be obtained by the City during development of the property.

Under the 1998 Persigo Agreement with Mesa County, the City shall zone newly annexed areas with a zone district that is either identical to current County zoning or to a zone district that implements the City's Comprehensive Plan Future Land Use Map. The proposed zoning of B-1 will implement the Future Land Use Map, which designates the property as Commercial.

Properties adjacent to and surrounding the subject parcel are primarily residential although the two properties directly to the east have been annexed and zoned B-1 and the property adjacent to the west has a County PUD zoning which allows uses other than single family residential. The nearest commercial uses are located at the I-70B and 30 Road intersection approximately four tenths of a mile from the property and along the north side of I-70B approximately 500 feet from the property.

A Neighborhood Meeting was held on July 20, 2017. Nine citizens were present at the meeting. Future use and impacts from it in terms of lighting and size of buildings were the main discussion topics but the citizens were generally supportive of the proposed use. Irrigation laterals along the north and south sides of the property were also a concern. The consulting engineer for the buyers also attended the meeting and responded that they will look into the irrigation concerns as the development proceeds. Staff has received no additional comments from the public since the meeting.

IV. ANALYSIS

Pursuant to Section 21.02.140(a) of the Grand Junction Municipal Code the City may rezone a property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and meet one or more of the following criteria:

Section 21.02.140(a)

(1) Subsequent events have invalidated the original premises and findings; and/or

The current zoning in unincorporated Mesa County is RSF-4 (Residential Single Family 4 Units per Acre), which is inconsistent with the Comprehensive Plan Future Land Use Map designation that was adopted subsequent to the original zoning. The Future Land Use Map, adopted in 2010, has designated the property as Commercial which may be implemented by the requested zone district. Staff believes this criterion has been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

As seen in the attached aerial photographs, this area is generally developed with a commercial core at the intersection of I-70B, surrounded by single family residential development, some of which is in the City and some is under County jurisdiction.

There have been two other properties on the north side of E Road within the Commercial future land use designation that were annexed and zoned B-1 in 2006. These properties have not yet been developed but are currently on the real estate market for potential uses that are compatible within the B-1 zoning. There has not been significant development or change in the area and there are many vacant or underutilized parcels within the commercially-designated area so

the overall character of the area has not changed. Thus, staff believes this criterion has not been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

There are adequate public utilities available in E Road which serves as the access to this parcel. Utilities include potable water provided by the Clifton Water District, sanitary sewer service maintained by the City and electricity from Xcel Energy (a franchise utility). Utility mains and/or individual service connections will be extended into the property as part of future development of the parcel.

The property will remain served by the Clifton Fire Protection District, under an agreement with the City of Grand Junction. The Clifton Fire Station is just over two miles northeast on F Road. There are adequate public facilities to serve this property if it is zoned B-1, therefore staff believes this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

One percent of the City's area is zoned B-1. Of the one percent, only 15 percent remains vacant. The purpose of the B-1 zone district is to provide small areas for office and professional services combined with limited retail and commercial uses, designed in scale with surrounding residential uses. A B-1 zone district in this location fits this purpose and serves as a buffer between the residential areas to the south and the busy and more intensely developed I-70B corridor. There is currently an inadequate supply of B-1 designated and undeveloped property, therefore staff believes this criterion has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The B-1 zone district allows for lower intensity commercial and neighborhood services development. This type of development will provide a significant and immediate benefit to the community in that the proposed and potential B-1 uses will serve the neighborhood as well as provide a buffer between the residential areas to the south and the busy and more intensely developed I-70B corridor. Staff believes it will be of benefit to the community to provide for future B-1 uses on this property and thus this criterion has been met.

Comprehensive Plan

The zoning request is consistent with the following vision, goals and/or policies of the Comprehensive Plan.

Goal 3 / Policy A.: To create large and small “centers” throughout the community that provide services and commercial area.

Section 21.02.160(f)

Section 21.02.160(f) of the Grand Junction Municipal Code, states that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. The Comprehensive Plan shows this area to develop in the Commercial category. The Applicants’ request to rezone the property to B-1 is consistent with the Comprehensive Plan. The Applicants will be able to develop the property with self-storage units, which is an asset to the neighborhood both for its use as well as serving as a barrier/buffer between residential areas and the I-70B corridor.

V. STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Zoning of the Holder Annexation, ANX-2017-325, a request to zone the 2.83-acre property to the B-1 zone district, the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan.
2. More than one of the applicable review criteria in Section 21.02.140 of the Grand Junction Municipal Code have been met.
3. The applicable review criteria in Section 21.02.160(f) of the Grand Junction Municipal Code have been met.

Therefore, Staff recommends approval of the request to zone the Holder Annexation at 3040 E Road of 2.83 acres to Neighborhood Business (B-1).

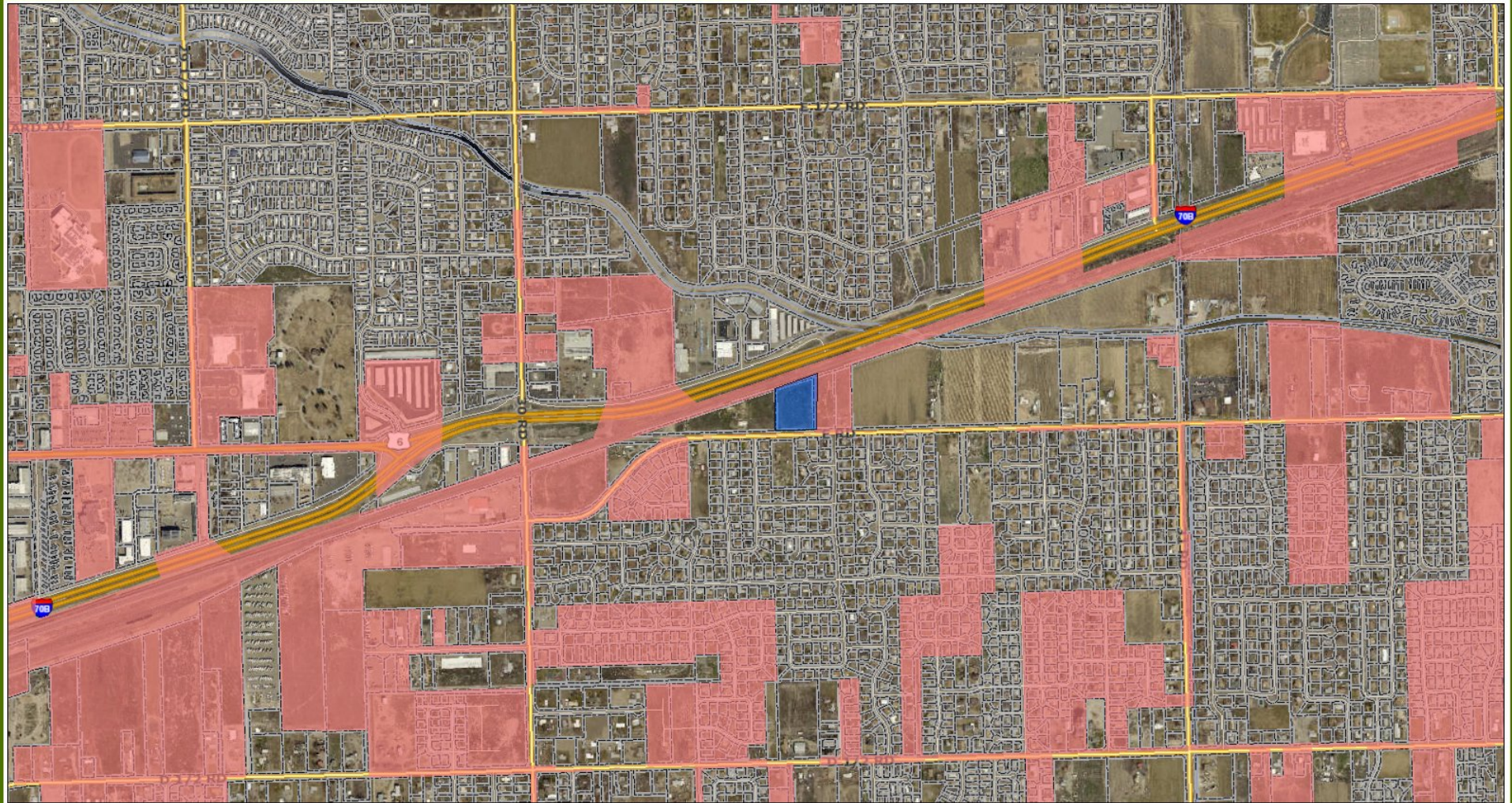
VI. RECOMMENDED MOTION

Madam Chairman, on the Holder Zone of Annexation, ANX-2017-325, I move that the Planning Commission forward to the City Council a recommendation of approval of the B-1 (Neighborhood Business) zone district for the Holder Annexation with the findings of fact listed in the staff report.

Attachments:

1. Expanded City Limits Location Map
2. Annexation Boundary Map
3. Close in City Limits Map
4. Comprehensive Plan Future Land Use Map
5. Existing City and County Zoning Map
6. Ordinance

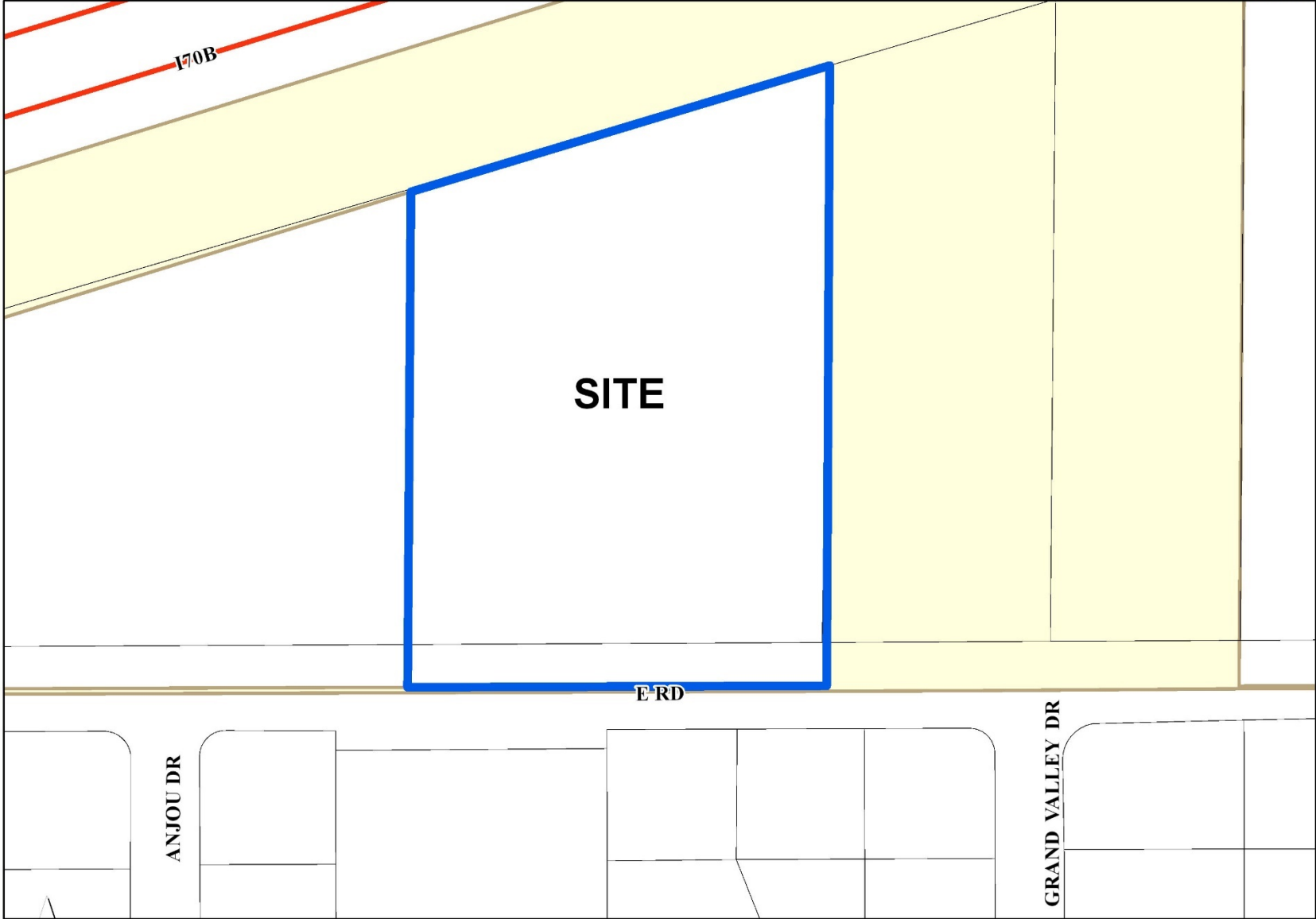
Expanded City Limits Location Map



Date: 8/29/2017

1 inch = 732 feet

Holder Annexation



0 0.01 0.02 0.04
Miles

 Annexation Boundary

Holder Annexation

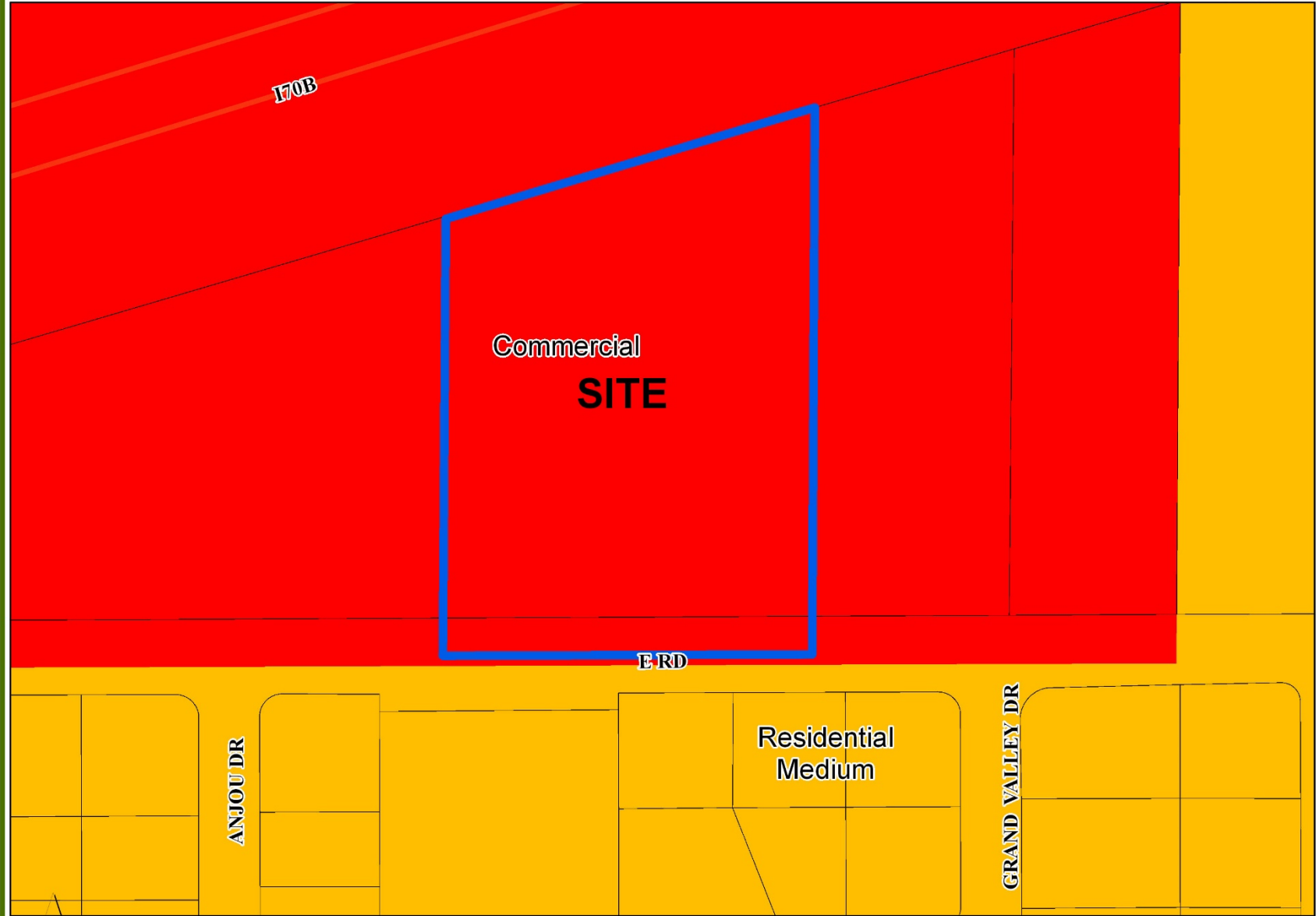


0 0.01 0.02 0.04
Miles



Annexation Boundary

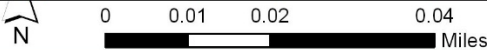
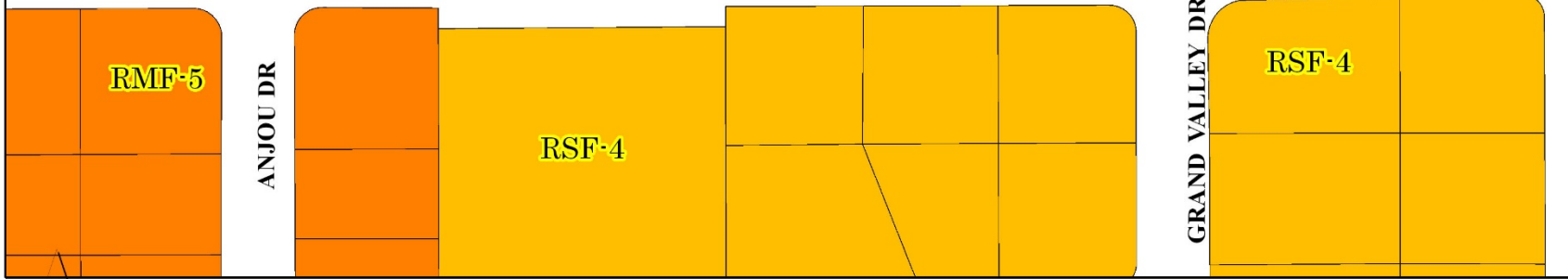
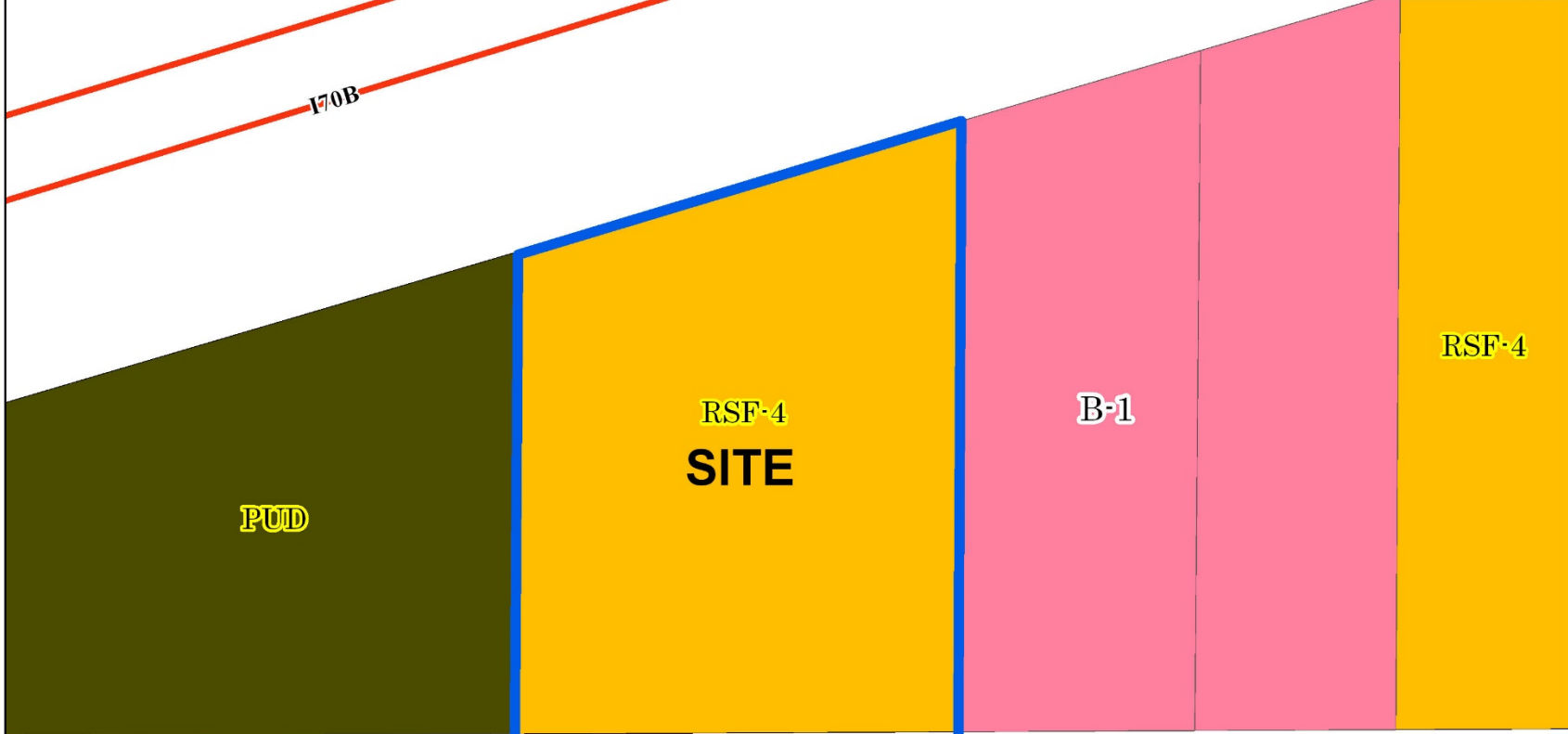
Holder Annexation - Future Land Use



0 0.01 0.01 0.03 Miles

 Annexation Boundary

Holder Annexation - Zoning



CITY ZONING COUNTY ZONING Annexation Boundary

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE HOLDER ANNEXATION
TO B-1 (NEIGHBORHOOD BUSINESS)**

LOCATED AT 3040 E ROAD

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning the Holder Annexation to the B-1 (Neighborhood Business) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the B-1 (Neighborhood Business) zone district is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property be zoned B-1 (Neighborhood Business).

HOLDER ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the SE 1/4 SW 1/4 of said Section 9 and assuming the South line of the SE 1/4 SW 1/4 of said Section 9 bears S 89°54'32" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°05'46" W along the East line of the SE 1/4 SW 1/4 of said Section 9, a distance of 2.00 feet; thence S 89°54'32" W, along the North line of Timm Annexation No. 2, Ordinance No. 3186 as recorded in Book 2646, Page 308, Public Records of Mesa County, Colorado, being a line 2.00 feet North of and parallel with the South line of the SE 1/4 SW 1/4 of said Section 9, a distance of 201.67 feet; thence N 00°05'37" W along the East line Timm Annexation No. 1, Ordinance No. 3185 as recorded in Book 2646, Page 305, Public Records of Mesa County, Colorado, a

distance of 2.00 feet; thence S 89°54'32" W, along the North line of said Timm Annexation No. 1, being a line 4.00 feet North of and parallel with the South line of the SE 1/4 SW 1/4 of said Section 9, a distance of 100.34 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°54'32" E, a distance of 302.00 feet; thence N 00°05'27" W, along the West line of that certain parcel of land described in Book 2150, Page 734, Public Records of Mesa County, Colorado, a distance of 362.71 feet, more or less, to the South line of Southern Pacific Railroad Annexation No. 2, Ordinance No. 3159 as recorded in Book 2616, Page 715, Public Records of Mesa County, Colorado; thence N 72°58'00" E, along the South line of said annexation, a distance of 315.70 feet; thence S 00°05'24" E, along the East line of said parcel of land recorded in Book 2616, Page 715 and the West line of Pine E Road Commercial Annexation, Ordinance No. 3186 as recorded in Book 4253, Page 720, Public Records of Mesa County, Colorado, a distance of 454.71 feet, more or less, to the Point of Beginning.

CONTAINING 123,430 Square Feet or 2.833 Acres, as described above.

INTRODUCED on first reading 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

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PETITION FOR THE ANNEXATION OF LANDS TO THE CITY OF GRAND JUNCTION, COLORADO, MAKING CERTAIN FINDINGS, AND DETERMINING THAT THE 2.833 ACRE HOLDER ANNEXATION, LOCATED AT 3040 E ROAD, IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 6th day of September, 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:

HOLDER ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the SE 1/4 SW 1/4 of said Section 9 and assuming the South line of the SE 1/4 SW 1/4 of said Section 9 bears S 89°54'32" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°05'46" W along the East line of the SE 1/4 SW 1/4 of said Section 9, a distance of 2.00 feet; thence S 89°54'32" W, along the North line of Timm Annexation No. 2, Ordinance No. 3186 as recorded in Book 2646, Page 308, Public Records of Mesa County, Colorado, being a line 2.00 feet North of and parallel with the South line of the SE 1/4 SW 1/4 of said Section 9, a distance of 201.67 feet; thence N 00°05'37" W along the East line Timm Annexation No. 1, Ordinance No. 3185 as recorded in Book 2646, Page 305, Public Records of Mesa County, Colorado, a distance of 2.00 feet; thence S 89°54'32" W, along the North line of said Timm Annexation No. 1, being a line 4.00 feet North of and parallel with the South line of the SE 1/4 SW 1/4 of said Section 9, a distance of 100.34 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°54'32" E, a distance of 302.00 feet; thence N 00°05'27" W, along the West line of that certain parcel of land described in Book 2150, Page 734, Public Records of Mesa County, Colorado, a distance of 362.71 feet, more or less, to the South line of Southern Pacific Railroad Annexation No. 2, Ordinance No. 3159 as recorded in Book 2616, Page 715, Public Records of Mesa County, Colorado; thence N 72°58'00" E, along the South line of said annexation, a distance of 315.70 feet; thence S 00°05'24" E, along the East line of said parcel of land recorded in Book 2616, Page 715 and the West line of Pine E Road Commercial Annexation, Ordinance No. 3186 as recorded in Book 4253, Page 720, Public Records of Mesa County, Colorado, a distance of 454.71 feet, more or less, to the Point of Beginning.

CONTAINING 123,430 Square Feet or 2.833 Acres, as described above.

WHEREAS, a hearing on the petition was duly held after proper notice on the 1st day of November, 2017; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the _____ day of _____, 2017.

President of the Council

Attest:

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

HOLDER ANNEXATION

APPROXIMATELY 2.833 ACRES LOCATED AT 3040 E ROAD

WHEREAS, on the 6th day of September, 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 1st day of November, 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:

HOLDER ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the SE 1/4 SW 1/4 of said Section 9 and assuming the South line of the SE 1/4 SW 1/4 of said Section 9 bears S 89°54'32" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°05'46" W along the East line of the SE 1/4 SW 1/4 of said Section 9, a distance of 2.00 feet; thence S 89°54'32" W, along the North line of Timm Annexation No. 2, Ordinance No. 3186 as recorded in Book 2646, Page 308, Public Records of Mesa County, Colorado, being a line 2.00 feet North of and parallel with the South line of the SE 1/4 SW 1/4 of said Section 9, a distance of 201.67 feet; thence N 00°05'37" W along the East line Timm Annexation No. 1, Ordinance No. 3185 as recorded in Book 2646, Page 305, Public Records of Mesa County, Colorado, a distance of 2.00 feet; thence S 89°54'32" W, along the North line of said Timm Annexation No. 1, being a line 4.00 feet North of and parallel with the South line of the SE 1/4 SW 1/4 of said Section 9, a distance

of 100.34 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°54'32" E, a distance of 302.00 feet; thence N 00°05'27" W, along the West line of that certain parcel of land described in Book 2150, Page 734, Public Records of Mesa County, Colorado, a distance of 362.71 feet, more or less, to the South line of Southern Pacific Railroad Annexation No. 2, Ordinance No. 3159 as recorded in Book 2616, Page 715, Public Records of Mesa County, Colorado; thence N 72°58'00" E, along the South line of said annexation, a distance of 315.70 feet; thence S 00°05'24" E, along the East line of said parcel of land recorded in Book 2616, Page 715 and the West line of Pine E Road Commercial Annexation, Ordinance No. 3186 as recorded in Book 4253, Page 720, Public Records of Mesa County, Colorado, a distance of 454.71 feet, more or less, to the Point of Beginning.

CONTAINING 123,430 Square Feet or 2.833 Acres, as described above

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.

President of the Council

Attest:

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE HOLDER ANNEXATION
TO B-1 (NEIGHBORHOOD BUSINESS)**

LOCATED AT 3040 E ROAD

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning the Holder Annexation to the B-1 (Neighborhood Business) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the B-1 (Neighborhood Business) zone district is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property be zoned B-1 (Neighborhood Business).

HOLDER ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

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distance of 2.00 feet; thence S 89°54'32" W, along the North line of said Timm Annexation No. 1, being a line 4.00 feet North of and parallel with the South line of the SE 1/4 SW 1/4 of said Section 9, a distance of 100.34 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°54'32" E, a distance of 302.00 feet; thence N 00°05'27" W, along the West line of that certain parcel of land described in Book 2150, Page 734, Public Records of Mesa County, Colorado, a distance of 362.71 feet, more or less, to the South line of Southern Pacific Railroad Annexation No. 2, Ordinance No. 3159 as recorded in Book 2616, Page 715, Public Records of Mesa County, Colorado; thence N 72°58'00" E, along the South line of said annexation, a distance of 315.70 feet; thence S 00°05'24" E, along the East line of said parcel of land recorded in Book 2616, Page 715 and the West line of Pine E Road Commercial Annexation, Ordinance No. 3186 as recorded in Book 4253, Page 720, Public Records of Mesa County, Colorado, a distance of 454.71 feet, more or less, to the Point of Beginning.

CONTAINING 123,430 Square Feet or 2.833 Acres, as described above.

INTRODUCED on first reading 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 #8.a.

Meeting Date: November 1, 2017

Presented By: Brandon Stam, DDA Executive Director, Jay Valentine, Deputy Finance Director

Department: Finance

Submitted By: Jay Valentine, Deputy Finance Director

Information

SUBJECT:

Resolution and Ordinance Approving the Downtown Development Authority Tax Increment Debt Financing

RECOMMENDATION:

Staff recommends approval of the financing proposal submitted by ANB Bank.

EXECUTIVE SUMMARY:

The City of Grand Junction Downtown Development Authority (DDA) is planning to finance approximately \$19,120,000 for capital projects and the refinancing of the \$4,070,000 of non-callable bonds issued by the DDA in 2012. The financed capital projects include approximately \$9,000,000 for infrastructure and park amenities at the Las Colonias Business Park and \$6,000,000 of improvements to Two Rivers Convention Center.

A Request for Proposals ("RFP") was issued in August inviting banks to bid on the direct purchase of the Bonds, placement agents to offer to place the Bonds with investors, or underwriters to underwrite the Bonds. After careful and thorough review, ANB Bank provided the DDA with the lowest present value of debt service in the form of a loan at 3.36%.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction Downtown Development Authority (DDA) is planning to finance approximately \$19,120,000 for capital projects and the refinancing of the

\$4,070,000 of non-callable bonds issued by the DDA in 2012. The financed capital projects include approximately \$9,000,000 for infrastructure and park amenities at the Las Colonias Business Park and \$6,000,000 of improvements to Two Rivers Convention Center.

A Request for Proposals (“RFP”) was issued in August inviting banks to bid on the direct purchase of the Bonds, placement agents to offer to place the Bonds with investors, or underwriters to underwrite the Bonds. After careful and thorough review, ANB Bank provided the DDA with the lowest present value of debt service in the form of a loan at 3.36%.

The City of Grand Junction Downtown Development Authority (DDA) is planning to finance approximately \$19,120,000 for capital projects and the refinancing of the \$4,070,000 of non-callable bonds issued by the DDA in 2012. The “Grand Junction, Colorado, Downtown Development Authority” (the “Authority”) was formed by the City Council in March 1977 following a special election held within the City in February 1977. The current boundaries of the Authority encompass approximately 541 acres, and such boundaries are coterminous with the current boundaries of the Plan of Development Area (the “PDA”) in which certain redevelopment activities covered by the “Downtown Development Authority Plan of Development” (as amended from time to time, the “Plan”) may be conducted. The PDA encompasses much of the City’s traditional downtown shopping and business district, including the Main Street area, which was historically the City’s main commercial street.

Proceeds of the Bonds will be used to finance approximately \$6,000,000 of capital improvements to the Two Rivers Convention Center (TRCC) and approximately \$9,000,000 of infrastructure improvements to the Las Colonias Business Park (collectively, the “Project”). The remaining proceeds will be used to refinance the \$4,070,000 non-callable bonds issued by the DDA in 2012 and held by ANB Bank. The Convention Center contains nearly 23,000 square feet of meeting/event space and can accommodate a group of up to 2,000 people. The Convention Center contains three ballrooms of at least 5,800 square feet each, as well as six smaller rooms. The Convention Center is managed by Pinnacle Venue Services, which began managing the facility in January 2017. The improvements to the Convention Center will include roof repairs, upgrades to the water distribution system, kitchen upgrades, exterior repairs, and various other improvements, including the construction of a corridor that will connect the Convention Center to a future hotel planned to be constructed in 2019.

The Las Colonias Business Park (the “Business Park”) is a planned 10-15 acre business park at the east end of Las Colonias Park (the “Park”). The Park comprises 147 acres and sits adjacent to downtown Grand Junction along the banks of the Colorado River. The Park offers easy access to recreational amenities and active transportation commuter routes along the Colorado River, as well as convenient access

to shopping and businesses. It also functions as a gateway into downtown from Highway 50.

The Business Park will be open to outdoor recreation manufacturing businesses and related operations. The City has successfully negotiated an agreement with Bonsai Design to serve as the anchor tenant to the Business Park. On one of the 10 available parcels, Bonsai Design will construct their new \$2 million office building and build a zip line across the Colorado River that will be available for public use. The City plans to provide infrastructure improvements, including roads, utilities, lakes, and green spaces for public use.

Proposals were received from six different institutions that included; ANB Bank, Alpine Bank, Stifel, George K. Baum, Key Banc and RBC Capital Markets.

FISCAL IMPACT:

The City developed a preliminary financing plan that called for the issuance of Bonds secured by the Pledged Revenues of the Downtown Development Authority Tax Increment Revenue. The Bonds were to be a fixed rate and amortized over a period beginning on the date of issuance of the Bonds and ending on a date not later than December 15, 2032. This original financing plan anticipated an amortization that would "wrap around" the Authority's outstanding Tax-Exempt Tax Increment Revenue Bonds, Series 2012A which are non-callable, to provide for aggregate level debt service on a calendar year basis. With the long-term loan proposed by ANB Bank however, the 2012A bonds will be refinanced allowing for level debt service at a more favorable interest rate. The remaining proceeds of the loan shall be used to pay the costs of the Project and the costs of closing the loan as detailed below.

DDA Tax Increment Financing Summary

<u>Name</u>	<u>Amount</u>
Las Colonias Business Park Infrastructure & Park Amenities	9,000,000
Two Rivers Convention Center Upgrade & Improvements	6,000,000
Refinance DDA 2021A TIF Bonds	3,935,000
Closing Costs & Other Fees	185,000
Total	<u>\$19,120,000</u>

SUGGESTED MOTION:

I move to (adopt or deny) Resolution No. 67-17 - A resolution confirming the action of the Downtown Development Authority (DDA) Board regarding the issuance of the City of Grand Junction, Colorado, Downtown Development Authority Tax Increment Revenue and Refunding Bonds, Series 2017, and Tax Increment Revenue Bonds, Series 2018; Pledging the Tax Increment Revenues for the payment of such bonds;

approving the form of a loan agreement relating to each series of bonds; and related matters and Ordinance No. 4772 - An ordinance authorizing the issuance of the City of Grand Junction, Colorado, Downtown Development Authority Tax Increment Revenue and Refunding Bonds, Series 2017, and Tax Increment Revenue Bonds, Series 2018; Pledging the Tax Increment Revenues of the City for the payment of such bonds; approving the form of a loan agreement relating to each series of bonds; and related matters on final passage and order final publication in pamphlet form.

Attachments

1. Resolution - DDA TIF
2. DDA Board Actions
3. Bond Ordinance

RESOLUTION No. XX-17

A RESOLUTION CONFIRMING THE ACTION OF THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) BOARD REGARDING THE ISSUANCE OF THE CITY OF GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY TAX INCREMENT REVENUE AND REFUNDING BONDS, SERIES 2017, AND TAX INCREMENT REVENUE BONDS, SERIES 2018; PLEDGING THE TAX INCREMENT REVENUES FOR THE PAYMENT OF SUCH BONDS; APPROVING THE FORM OF A LOAN AGREEMENT RELATING TO EACH SERIES OF BONDS; AND RELATED MATTERS.

RECITALS:

On October 17, 2017 the Downtown Development Authority (DDA) Board considered and approved Resolution #___. On October 26, 2017 the DDA Board ratified Resolution #___; both Resolutions are attached and incorporated by this reference as if fully set forth.

The City Council, by and with an action of its members, and the signature of its President, does with this Resolution ratify all action heretofore taken by the DDA Board, and the officers and staff of the Authority and the City, directed and/or relating to the Project and Refunding Project as the same are defined in the financing documents and the sale and issuance of the Bonds for such purpose, and the same, are hereby approved and confirmed.

DATED this 1st day of November 2017.

J. Merrick Taggart
Mayor and President of the City Council
City of Grand Junction, Colorado

Attest:

Wanda Winkelmann
City Clerk

RESOLUTION No. 2017-09

A RESOLUTION RATIFYING THE ACTION OF THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) BOARD APPROVING RESOLUTION #2017-08 REGARDING THE ISSUANCE OF THE CITY OF GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY TAX INCREMENT REVENUE AND REFUNDING BONDS, SERIES 2017, AND TAX INCREMENT REVENUE BONDS, SERIES 2018; PLEDGING THE TAX INCREMENT REVENUES FOR THE PAYMENT OF SUCH BONDS; APPROVING THE FORM OF A LOAN AGREEMENT RELATING TO EACH SERIES OF BONDS; AND RELATED MATTERS.

RECITALS:

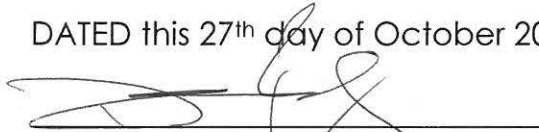
On October 17, 2017 the Downtown Development Authority Board considered and approved Resolution #2017-08. A copy of that Resolution is attached and incorporated by this reference as if fully set forth.

Board member Farrington was absent from the October 17th meeting; however, prior to the meeting he e-mailed Chairman Rowley that he supported the Resolution. Board member Simons participated in the meeting via telephone and while he too voted in support of the Resolution, the telephone connection may not have afforded the best opportunity for Mr. Simons to participate in the meeting.

While the Board recognized Mr. Farrington's e-mail as his vote and recorded Mr. Simon's vote telephonically, the Chairman has determined, with the advice of the Board's legal counsel, that ratification of the Board's approval of the Resolution by and with this Resolution would be proper. Furthermore, with this ratification the Board corrects, amends and rectifies any and all procedural defects that arose or may have arisen with the October 17th action by duly and properly noticing the meeting as required by the Colorado Open Meetings law.

The Downtown Development Authority, by and through its Board of Directors and the signature of its Chairman, does with this Resolution ratify all action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board, or the officers and staff of the Authority or the City, directed and/or relating to the Project as the same is defined in the financing documents, the Refunding Project, and the sale and issuance of the Bonds for such purpose, be, and the same, are hereby ratified, approved and confirmed.

DATED this 27th day of October 2017.



Duncan Rowley
Chairman of the Downtown Development Authority
Grand Junction, Colorado

Attest:



Brandon Stam
Executive Director
Downtown Development Authority

RESOLUTION NO. 2017-08

WHEREAS, the Grand Junction Downtown Development Authority (the "Authority") is a duly organized and existing downtown development authority under the Constitution and laws of the State of Colorado, including, particularly, Title 31, Article 25, Part 8, Colorado Revised Statutes, as amended; and

WHEREAS, the Board of Directors of the Authority (the "Board") has consulted with the City Council (the "Council") of the City of Grand Junction, Colorado (the "City"), and has requested that the City issue, pursuant to the hereinafter described Bond Ordinance and Loan Agreements: (i) its "City of Grand Junction, Colorado, Downtown Development Authority, Tax Increment Revenue and Refunding Bonds, Series 2017" (the "2017 Bonds") in the maximum aggregate principal amount of \$10,000,000; and (ii) its "City of Grand Junction, Colorado, Downtown Development Authority, Tax Increment Revenue Bonds, Series 2018" in the maximum aggregate principal amount of \$9,195,000 (the "2018 Bonds," and together with the 2017 Bonds, the "Bonds"); and

WHEREAS, the proceeds of the 2017 Bonds are to be used, together with other legally available moneys to: (i) pay and cancel the City's Downtown Development Authority Tax-Exempt Tax Increment Revenue Bonds, Series 2012A, originally issued and currently outstanding in the aggregate principal amount of \$4,070,000 (the "Refunding Project"); (ii) finance certain projects in the Plan of Development Area (as defined in the Council Resolution adopted December 16, 1981 approving the Authority's Plan of Development and establishing the Tax Increment Fund, as amended from time to time), such projects being described in the attached Exhibit A and being collectively referred to herein as the "Project;"(iii) fund a debt service reserve for the 2017 Bonds; and (iv) pay certain costs of issuing the 2017 Bonds; and

WHEREAS, the proceeds of the 2018 Bonds are to be used, together with other legally available moneys to: (i) finance that portion of the Project not otherwise financed by the 2017 Bonds; (ii) fund a debt service reserve fund for the 2018 Bonds; and (iii) pay certain costs of issuing the 2018 Bonds; and

WHEREAS, there has been filed with the Secretary to the Board: (i) a substantially final draft of the bond ordinance to be adopted by the Council to authorize the issuance of the Bonds (the "Bond Ordinance"), which is attached hereto as Exhibit B; (ii) a substantially final draft of the Loan Agreement between the City and ANB Bank, as lender (the "Lender"), relating to the loan of the proceeds of the 2017 Bonds by the Lender to the City and the further terms and conditions of repayment of the same by the City (the "2017 Loan Agreement"), which is attached hereto as Exhibit C; and (iii) a substantially final draft of the Loan Agreement between the City and ANB Bank, as lender (the "Lender"), relating to the loan of the proceeds of the 2018 Bonds by the Lender and the further terms and conditions of repayment of the same by the City (the "2018 Loan Agreement," and together with the 2017 Loan Agreement, the "Loan Agreements"), which is attached hereto as Exhibit D; and

WHEREAS, no member or employee of the Board has any specific financial interest in the Project or the projects refinanced by the Refunding Project, except to the extent

that any such conflict of interest has been disclosed to the Board and such person has refrained from taking official action thereon pursuant to Section 31-25-819, Colorado Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY, IN THE CITY OF GRAND JUNCTION AND STATE OF COLORADO:

Section 1. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council, the Board, or the officers and staff of the Authority or the City, directed toward the Project, the Refunding Project, and the sale and issuance of the Bonds for such purpose, be, and the same hereby is, ratified, approved and confirmed.

Section 2. Approval of Bond Ordinance, Loan Agreements, and Bonds. The Bond Ordinance and the Loan Agreements are hereby approved in substantially the forms attached hereto as Exhibits B, C, and D, respectively, and the issuance of the Bonds by the City is hereby approved upon substantially the terms and conditions provided in the Bond Ordinance and the Loan Agreements, respectively; provided, however, the aggregate principal amount of each series of the Bonds and the net effective interest rate on each series of the Bonds shall not exceed the parameters described in the Bond Ordinance attached hereto as Exhibit B.

Section 3. Authorization to Officers. The Chair of the Board and the officers of the Authority and the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of the Bond Ordinance, the Loan Agreements, the Bonds, and this Resolution.

Section 4. Tax Covenant for 2017 Bonds. The Authority hereby covenants for the benefit of the City and the owners of the 2017 Bonds that it will not take any action or omit to take any action with respect to the 2017 Bonds, the proceeds of the 2017 Bonds, any other funds of the Authority, or the facilities financed or refinanced with the proceeds of the 2017 Bonds, if such action or omission (i) would cause the interest on the 2017 Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"), as in effect on the date of delivery of the 2017 Bonds, (ii) would cause the interest on the 2017 Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in calculating the adjusted current earnings adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations, or (iii) or would cause interest on the 2017 Bonds to lose its exemption from Colorado taxation (except inheritance, estate and transfer taxes) under present Colorado law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the 2017 Bonds until the date on which all obligations of the Authority in fulfilling the above covenant under the Code and Colorado law have been met.

Section 5. Tax Covenant for 2018 Bonds. The Authority hereby covenants for the benefit of the City and the owners of the 2018 Bonds that it will not take any action or omit to take any action with respect to the 2018 Bonds, the proceeds of the 2018 Bonds, any other funds of the Authority, or the facilities financed with the proceeds of the 2018 Bonds, if such action or omission would cause interest on the 2018 Bonds to lose its exemption from

Colorado taxation (except inheritance, estate and transfer taxes) under present Colorado law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the 2018 Bonds until the date on which all obligations of the Authority in fulfilling the above covenant under the Code and Colorado law have been met.

Section 6. Use of Proceeds. The Board hereby finds and determines that the Project, as described on Exhibit A, constitutes its expected use of the Bond proceeds available for the Project. The Board also acknowledges that the use of Bond proceeds in ways prohibited by the Code can cause the Bonds to be taxable, retroactive to the date of issuance of the Bonds. Accordingly, the Board hereby agrees that it will consult with Bond Counsel if it materially changes the use of the new money portion of the Bond proceeds from that described in Exhibit A or otherwise contemplates using the new money portion of the Bond proceeds in a manner that could potentially cause the Bonds to become taxable.

Section 7. Direction to Officers. The officers and agents of the Authority shall be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, the Bond Ordinance, and the Loan Agreements, including, without limiting the generality of the foregoing, the execution of any certificate or certificates relating to the Bonds. The execution of a closing certificate by the Chair of the Board on the date of issuance of each series of Bonds with the final form of the Bond Ordinance and the related Loan Agreement attached shall constitute the Authority's conclusive approval of the final form of the Bond Ordinance and the related Loan Agreement in accordance with the terms of this Resolution.

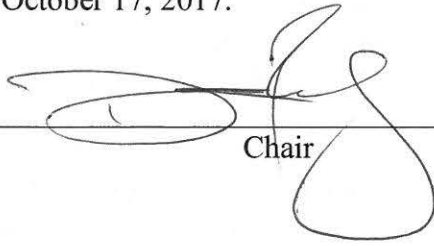
Section 8. Contract with Bond Owners. After any of the Bonds have been issued, this Resolution shall constitute a contract between the Authority and the owners of the Bonds and shall be and remain irrevocable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged.

Section 9. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 10. Repealer. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed. This repealer shall not be construed to revive any act or resolution, or part thereof, heretofore repealed.

[The remainder of this page intentionally left blank.]

ADOPTED AND APPROVED this October 17, 2017.



Chair

(SEAL)

Attest:

Brandon Stan

Director

EXHIBIT A

(Description of the Project)

The new money portion of the net proceeds of the 2017 Bonds, and the net proceeds of the 2018 Bonds, will be used for some of the following costs, all of which collectively constitute the Project:

- Capital improvements to the Two Rivers Convention Center, including, without limitation, roof repairs, upgrades to the water distribution system, kitchen upgrades, exterior repairs, and the construction of a corridor that will connect the Convention Center to a future hotel planned to be constructed in 2019.
- TRCC) and infrastructure improvements to the Las Colonias Business Park, including, without limitation, roads, utilities, lakes, and green spaces for public use.
- To the extent of any additional remaining funds, any other improvements approved by the qualified electors of the Authority at the election held on April 3, 2007 or April 5, 2011, including specifically, the financing of streets, parks, plazas, parking facilities, playgrounds, capital facilities, pedestrian malls, rights-of-way, structures, waterways, bridges, and access routes to any of the foregoing, designed for use by the public generally or used by any public agency with or without charge.

EXHIBIT B

(Attach Form of City's Bond Ordinance)

EXHIBIT C

(Attach Form of 2017 Loan Agreement)

EXHIBIT D

(Attach Form of 2018 Loan Agreement)

STATE OF COLORADO)
)
 COUNTY OF MESA) SS.
)
 GRAND JUNCTION DOWNTOWN)
 DEVELOPMENT AUTHORITY)

I, Brandon Stam, the duly chosen, qualified and acting Director to the Grand Junction Downtown Development Authority (the "Authority"), Mesa County, Colorado, do hereby certify that:

1. The foregoing pages are a true, perfect and complete copy of a resolution (the "Resolution") passed and adopted by the Board of Directors (the "Board") of the Authority at a regular meeting of the Board held at the regular meeting place of the Board on October 26, 2017.

2. The Resolution was duly moved and seconded, and the Resolution was finally adopted at the meeting of October 26, 2017, by an affirmative vote of a majority of the members of the Board as follows:

<u>Boardmember</u>	<u>Voting "Aye"</u>	<u>Voting "Nay"</u>	<u>Absent</u>	<u>Abstaining</u>
Duncan Rowley	x			
Jason Farrington	x			
Tom Lacroix		x		
Jodi Niernberg	x			
Phyllis Norris	x			
Doug Simons	x			
Dan Meyer		x		
Vance Wagner				x
Aaron Young	x			

3. The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Chair of the Board, sealed with the Authority seal, attested by the Secretary and recorded in the minutes of the Board.

5. There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Resolution.

6. Notice of the meeting of October 26, 2017 in the form attached hereto as Exhibit I was posted not less than 24 hours prior to the meeting in accordance with law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority this October 26, 2017.

(SEAL)

Brandon Stan

Director to the Board of Directors of the Grand
Junction Downtown Development Authority

EXHIBIT I



**Grand Junction Downtown Development Authority
Board of Directors Regular Meeting
Tuesday, October 17, 2017
7:30 a.m. to 8:15 a.m.
750 Main Street, Grand Junction, CO**

AGENDA

7:30 a.m. Call to Order

7:32 a.m. Approval of Minutes

- Meeting of September 28, 2017

7:33 a.m. Facade Grant-Charlie Dwellingtons

7:38 a.m. Resolution for Consideration to Approve Financing for Las Colonias Business Park and Two Rivers

7:55 a.m. Vacant Board Seat Recommendation

8:00 a.m. Updates

- AOTC Recap
- Blueprint 2.0: Creativity Lab

8:07 a.m. Other Business

8:10 a.m. Public Comments

8:15 a.m. Adjourn

EXHIBIT I



**Grand Junction Downtown Development Authority
Board of Directors Regular Meeting
Thursday, October 26, 2017
7:30 a.m. to 9:00 a.m.
750 Main Street, Grand Junction, CO**

AGENDA

- 7:30 a.m. Call to Order**
- 7:32 a.m. Approval of Minutes**
 - Meeting of October 17, 2017
- 7:35 a.m. New Board Member Introduction**
- 7:40 a.m. Budget Discussion and Approval**
- 8:05 a.m. Ratification of the action of the Oct 17th meeting concerning the Resolution approving Loan Agreement**
- 8:10 a.m. Downtown Police Update**
- 8:35 a.m. Updates**
 - Street Improvements
 - Parklet
- 8:50 a.m. Other Business**
- 8:55 a.m. Public Comments**
- 9:00 a.m. Adjourn**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY TAX INCREMENT REVENUE AND REFUNDING BONDS, SERIES 2017, AND TAX INCREMENT REVENUE BONDS, SERIES 2018; PLEDGING THE TAX INCREMENT REVENUES OF THE CITY FOR THE PAYMENT OF SUCH BONDS; APPROVING THE FORM OF A LOAN AGREEMENT RELATING TO EACH SERIES OF BONDS; AND RELATED MATTERS.

WHEREAS, the City of Grand Junction, Colorado (the “City”) is a home rule city duly existing under the Constitution and laws of the State of Colorado and its City Charter; and

WHEREAS, the Grand Junction, Colorado, Downtown Development Authority (the “Authority”) was organized by the City pursuant to Title 31, Article 25, Part 8, of the Colorado Revised Statutes, as amended (the “Act”), as a “downtown development authority” for the purposes of the Act, including the improvement of that certain area (the “Plan of Development Area”) subject to the Downtown Development Authority Plan of Development (the “Plan”) approved by a resolution of the City Council of the City (the “Council”) adopted on December 16, 1981 (the “Resolution”); and

WHEREAS, the Authority proposed and submitted the Plan to the Council and the Plan was approved by the Council in the Resolution; and

WHEREAS, the Plan has been modified from time to time by amendments to the Resolution for the purpose of including additional property within the Plan of Development Area and other relevant changes; and

WHEREAS, the Plan provides for a division of taxes pursuant to Section 31-25-807(3) of the Act; and

WHEREAS, pursuant to Section 31-25-807(3)(a)(IV) of the Act and Ordinance No. 4494 duly adopted by the Council on January 4, 2012, such division of taxes (with the modifications required by Section 31-25-807(3)(a)(IV) of the Act) was extended for an additional twenty years beginning with the taxes levied in 2012 and collectible in 2013; and

WHEREAS, the Resolution established the Tax Increment Fund (defined below) for the deposit of the Tax Increments (defined below) resulting from such division of taxes; and

WHEREAS, the Tax Increments are defined as: (i) one hundred percent of the property taxes produced by the levy at the rate fixed each year by or for the City upon the valuation for assessment of taxable property within the boundaries of the Plan of Development Area which is in excess of the valuation for assessment of taxable property within the boundaries of the Plan of Development Area certified as the base amount by the Mesa County Assessor pursuant to Sections 31-25-807(3)(a)(IV) and 31-25-807(3)(f) of the Act and pledged herein for the repayment of and as security for the Bonds (defined herein); (ii) fifty percent, or such greater amount as may be set forth in an agreement negotiated between the City and the respective public bodies, of the property taxes produced by the levy at the rate fixed each year by or for each public body (excluding the City, which is covered by clause (i) of this definition) upon the valuation for assessment of taxable property within the boundaries of the Plan of Development Area which is in excess of the valuation for assessment of taxable property within the boundaries of the Plan of Development Area certified as the base amount by the County Assessor pursuant to Sections 31-25-807(3)(a)(IV) and 31-25-807(3)(f) of the Act and pledged herein for the repayment of and as security for the Bonds; and (iii) one hundred percent of the municipal sales taxes produced within each sales tax collection area within the Plan of Development Area which are in excess of the amount certified as the base amount for such collection area by the Finance Director of the City pursuant to Section 31-25-807(3) of the Act and pledged herein for the repayment of and as security for the Bonds. "Tax Increments" also include specific ownership taxes, if and to the extent received by the City in connection with the property tax increment described above; and

WHEREAS, pursuant to the Act, the City is permitted to issue securities made payable from the Tax Increments for the purposes of a project if the issuance of such bonds and the pledge of such revenues are first submitted for approval to the qualified electors of the Authority at a special election held for such purpose; and

WHEREAS, in addition, Article X, Section 20 of the Colorado Constitution requires voter approval in advance for the creation of any multiple-fiscal year direct or indirect debt or other financial obligation (except that refundings of existing debt at lower interest rates do not require an election); and

WHEREAS, at a special election held by the City within the boundaries of the Authority on April 3, 2007 (the "2007 Election"), a majority of the qualified electors of the

Authority voting thereon authorized the City to issue bonds or other indebtedness not to exceed \$18,000,000, with a repayment cost of \$20,000,000, for the purpose of financing certain capital improvements within the Plan of Development Area and authorized the pledge of the Tax Increment Fund for payment of principal, interest and any premiums due in connection with such bonds or other indebtedness, said pledge of funds not to exceed the maximum time permitted by law; and

WHEREAS, the ballot question submitted to the qualified electors of the Authority at the 2007 Election was as follows:

SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED \$18,000,000 WITH A REPAYMENT COST OF \$20,000,000, WITHOUT RAISING ADDITIONAL TAXES, TO FINANCE STREETS, PARKS, PLAZAS, PARKING FACILITIES, PLAYGROUNDS, CAPITAL FACILITIES, PEDESTRIAN MALLS, RIGHTS-OF-WAY, STRUCTURES, WATERWAYS, BRIDGES, ACCESS ROUTES TO ANY OF THE FOREGOING, DESIGNED FOR USE BY THE PUBLIC GENERALLY OR USED BY ANY PUBLIC AGENCY WITH OR WITHOUT CHARGE; SUCH DEBT TO BE EVIDENCED BY BONDS, LOANS, ADVANCES OR INDEBTEDNESS PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT, INCLUDING A PROVISION FOR EARLY REPAYMENT WITH OR WITHOUT A PREMIUM, AND THE PRICE AT WHICH IT WILL BE SOLD SHALL BE DETERMINED BY THE CITY AS NECESSARY AND PRUDENT; SHALL THE PLEDGE OF THE TAX INCREMENT FUND TO SUCH DEBT BE AUTHORIZED FOR A PERIOD NOT TO EXCEED THE MAXIMUM TIME PERMITTED BY LAW; AND IF THIS QUESTION IS APPROVED, THE AUTHORITY TO ISSUE DEBT PURSUANT TO BALLOT ISSUE 5T AT THE CITY'S NOVEMBER 2, 2004 ELECTION SHALL BE OF NO FURTHER EFFECT?

; and

WHEREAS, at a special election held by the City within the boundaries of the Authority on April 5, 2011 (the "2011 Election"), a majority of the qualified electors of the Authority voting thereon authorized the City to issue bonds or other indebtedness not to exceed \$65,000,000, with a repayment cost of \$72,000,000, for the purpose of financing certain capital improvements within the Plan of Development Area and authorized the pledge of the Tax Increment Fund for payment of principal, interest and any premiums due in connection with such

bonds or other indebtedness, said pledge of funds not to exceed the maximum time permitted by law; and

WHEREAS, the ballot question submitted to the qualified electors of the Authority at the 2011 Election was as follows:

SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED NOT TO EXCEED \$65,000,000 WITH A REPAYMENT COST OF \$72,000,000, WITHOUT RAISING ADDITIONAL TAXES, TO FINANCE STREETS, PARKS, PLAZAS, PARKING FACILITIES, PLAYGROUNDS, CAPITAL FACILITIES, PEDESTRIAN MALLS, RIGHTS-OF-WAY, STRUCTURES, WATERWAYS, BRIDGES, ACCESS ROUTES TO ANY OF THE FOREGOING, DESIGNED FOR USE BY THE PUBLIC GENERALLY OR USED BY ANY PUBLIC AGENCY WITH OR WITHOUT CHARGE; SUCH DEBT TO BE EVIDENCED BY BONDS, LOANS, ADVANCES OR INDEBTEDNESS PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT, INCLUDING A PROVISION FOR EARLY REPAYMENT WITH OR WITHOUT A PREMIUM, AND THE PRICE AT WHICH IT WILL BE SOLD SHALL BE DETERMINED BY THE CITY AS NECESSARY AND PRUDENT; SHALL THE PLEDGE OF THE TAX INCREMENT FUND TO SUCH DEBT BE AUTHORIZED FOR A PERIOD NOT TO EXCEED THE MAXIMUM TIME PERMITTED BY LAW?

; and

WHEREAS, the City has previously issued \$17,125,000 of the indebtedness authorized at the 2007 Election, which indebtedness was represented by: (i) its \$10,000,000 “City of Grand Junction, Colorado, Downtown Development Authority, Tax-Increment Revenue Bonds, Series 2009” (the “2009 Bonds”), all of which were repaid as of December 15, 2012; (ii) its \$4,070,000 “City of Grand Junction, Colorado, Downtown Development Authority, Tax-Exempt Tax Increment Revenue Bonds, Series 2012A” (the “2012A Bonds”), all of which will be repaid upon the issuance of the 2017A Bonds (defined herein); and (iii) its \$3,055,000 City of Grand Junction, Colorado, Downtown Development Authority, Taxable Tax Increment Revenue Bonds, Series 2012B,” all of which will be repaid as of December 15, 2017; and

WHEREAS, the City has not previously issued any of the indebtedness authorized at the 2011 Election; and

WHEREAS, the City has determined to issue its “City of Grand Junction, Colorado, Downtown Development Authority, Tax Increment Revenue and Refunding Bonds, Series 2017 (the “2017 Bonds”), in the maximum aggregate principal amount of \$10,000,000 for the purpose of: (i) refunding the 2012A Bonds (the “Refunding Project”); (ii) financing (or reimbursing the costs of) certain additional improvements described in the Plan and the 2007 Election and/or the 2011 Election (the “Project”); (iii) funding a debt service reserve for the 2017 Bonds; and (iv) paying the costs of issuing the 2017 Bonds; and

WHEREAS, the 2017 Bonds are authorized to be issued pursuant to Section 31-28-809 of the Act, and the portion of the 2017 Bonds being used to accomplish the Refunding Project is permitted by Section 31-25-811 of the Act; and

WHEREAS, the portion of the 2017 Bonds allocable to the Refunding Project constitutes a refunding at a lower interest rate under Article X, Section 20 of the Colorado Constitution and does not require prior voter authorization for its issuance; and

WHEREAS, the portion of the 2017 Bonds allocable to the Project has been authorized by the 2007 Election and/or the 2011 Election; and

WHEREAS, the City has further determined to issue its “City of Grand Junction, Colorado, Downtown Development Authority, Tax Increment Revenue Bonds, Series 2018 (the “2018 Bonds,” and together with the 2017 Bonds, the “Bonds”) in the maximum aggregate principal amount of \$9,120,000 for the purpose of: (i) financing that portion of the Project not otherwise financed by the 2017 Bonds; (ii) funding debt service reserve for the 2018 Bonds; and (iii) paying the costs of issuing the 2018 Bonds; and

WHEREAS, the 2018 Bonds are authorized to be issued pursuant to Section 31-28-809 of the Act; and

WHEREAS, the 2018 Bonds have been authorized by the 2007 Election and/or the 2011 Election; and

WHEREAS, the 2017 Bonds shall be issued on or after December 15, 2017 and before December 31, 2017, with terms such that they meet the requirements of the ballot questions submitted at the 2007 Election and/or the 2011 Election; and

WHEREAS, the 2018 Bonds shall be issued on or after January 1, 2018, with terms such that they meet the requirements of the ballot questions submitted at the 2007 Election and/or the 2011 Election; and

WHEREAS, the Council has determined that in order to finance the Refunding Project, finance a portion of the Project, fund a debt service reserve fund for the 2017 Bonds, and pay the costs of issuing the 2017 Bonds it is necessary, advisable, and in the best interests of the City to issue the 2017 Bonds pursuant to this Bond Ordinance and the further terms and conditions of a Loan Agreement (the "2017 Loan Agreement") with ANB Bank (the "Lender"), pursuant to which 2017 Loan Agreement the Lender will purchase the 2017 Bonds and will loan to the City the proceeds thereof in an amount not to exceed \$10,000,000 (the "2017 Loan") for the purposes hereinabove stated; and

WHEREAS, the City's repayment obligations under the 2017 Loan Agreement shall be evidenced by the 2017 Bonds; and

WHEREAS, the Council has further determined that in order to finance the balance of the Project, fund a debt service reserve fund for the 2018 Bonds, and pay the costs of issuing the 2018 Bonds it is necessary, advisable, and in the best interests of the City to issue the 2018 Bonds pursuant to this Bond Ordinance and the further terms and conditions of a Loan Agreement (the "2018 Loan Agreement," and together with the 2017 Loan Agreement, the "Loan Agreements") with ANB Bank (the "Lender"), pursuant to which 2018 Loan Agreement the Lender will purchase the 2018 Bonds and will loan to the City the proceeds thereof in an amount not to exceed \$9,120,000 (the "2018 Loan," and together with the 2017 Loan, the "Loans") for the purposes hereinabove stated; and

WHEREAS, the City's repayment obligations under the 2018 Loan Agreement shall be evidenced by the 2018 Bonds; and

WHEREAS, the Tax Increments (less 20% of the Tax Increments originating from municipal sales tax revenues for a portion of the Plan of Development Area and 30% of such increments from another portion of the Plan of Development Area as provided in Grand Junction City Resolution No. 28-83), all funds deposited in the special fund created by the Resolution into which the Tax Increments are to be deposited by the City (the "Tax Increment Fund") and any bond account established by the City for the Bonds pursuant to the Loan Agreements (the "Bond

Account”), and investment income from such Bond Account and the Tax Increment Fund, subject to Federal tax laws regarding arbitrage rebate, shall be pledged to the repayment of the Bonds (collectively, the “Pledged Revenues”); and

WHEREAS, forms of the Loan Agreements have been filed with the City Clerk; and

WHEREAS, the Council desires to approve the forms of the Loan Agreements and authorize the execution thereof and further authorize the execution and delivery of the Bonds.

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

Section 1. Approvals, Authorizations, and Amendments. The forms of the Loan Agreements (and the forms of the Bonds contained therein) filed with the City Clerk are incorporated herein by reference and are hereby approved. The City shall enter into and perform its obligations under the Loan Agreements in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the President of the Council (the “President”). The President and City Clerk are hereby authorized and directed to execute the Bonds and the Loan Agreements and to affix the seal of the City thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Bonds and the Loan Agreements shall be executed in substantially the forms approved at this meeting and, in any event, shall not contain terms inconsistent with the terms of this Bond Ordinance.

The execution by the President, the City Clerk, or other appropriate officers of the City of any instrument or certificate or other document in connection with the matters referred to herein shall be conclusive evidence of the approval by the City of such instrument or certificate or other document.

Section 2. Election to Apply Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, of the Colorado Revised Statutes, as amended (the “Supplemental Act”), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Bonds and the Loan Agreements.

Section 3. Delegation and Parameters.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to the President, the Financial Operations Manager, or any member of the Council the authority to make the following determinations relating to and contained in the Bonds and the Loan Agreements, subject to the restrictions contained in paragraph (b) of this Section 3:

(i) the interest rate on the 2017 Bonds and the 2017 Loan and the interest rate on the 2018 Bonds and the 2018 Loan;

(ii) the principal amount of the 2017 Bonds and the 2017 Loan and the principal amount of the 2018 Bonds and the 2018 Loan;

(iii) the amount of principal of the 2017 Bonds and the 2017 Loan maturing in any given year and the final maturity of the 2017 Bonds and the 2017 Loan, and the amount of principal of the 2018 Bonds and the 2018 Loan maturing in any given year and the final maturity of the 2018 Bonds and the 2018 Loan;

(iv) the conditions on which and the prices at which the 2017 Bonds and the 2017 Loan may be paid prior to maturity, and the conditions on which and the prices at which the 2018 Bonds and the 2018 Loan may be paid prior to maturity;

(v) the dates on which the principal of and interest on the 2017 Bonds and the 2017 Loan are paid, and the dates on which the principal of and interest on the 2018 Bonds and the 2018 Loan are paid; and

(vi) the existence and amount of reserve funds or capitalized interest for the 2017 Bonds and the 2017 Loan, if any, and the existence and amount of reserve funds or capitalized interest for the 2018 Bonds and the 2018 Loan, if any.

(b) The delegation in paragraph (a) of this Section 3 shall be subject to the following parameters and restrictions: (i) the interest rate on the 2017 Bonds and the 2017 Loan shall not exceed 3.36%; (ii) the interest rate on the 2018 Bonds and the 2018 Loan shall not exceed 3.36%; (iii) the principal amount of the 2017 Bonds and the 2017 Loan shall not exceed \$10,000,000; (iv) the principal amount of the 2018 Bonds and the 2018 Loan shall not exceed \$9,120,000; (v) the Bonds shall be subject to redemption prior to maturity on any date at a redemption price of not more than 101% of the principal amount thereof; (vi) the respective reserve funds for the 2017 Bonds and the 2018 Bonds may not exceed the maximum amount permitted for

each series of Bonds under the Internal Revenue Code of 1986, as amended; and (vii) the final maturity of the Bonds and the Loans shall not be later than December 31, 2032.

Section 4. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bonds and the Loan Agreements shall contain a recital that they are issued pursuant to the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds and the Loan Agreements after their delivery for value.

Section 5. Pledge of Revenues. The Bonds constitute a pledge of, and an irrevocable first lien (but not an exclusive first lien), on all of the Pledged Revenues. The Bonds are equitably and ratably secured by a pledge of and lien on the Pledged Revenues. All of the Bonds, together with the interest accruing thereon shall be payable and collectible solely out of the Pledged Revenues, which are hereby irrevocably so pledged; neither the Lender nor any other registered owner of the Bonds may not look to any general or other fund of the City or the Authority for the payment of the principal of and interest on the Bonds, except the designated special funds and accounts pledged therefor. The Bonds shall not constitute an indebtedness nor a debt within the meaning of the Charter or any State constitutional or statutory provision or limitation; nor shall they be considered or held to be general obligations of the City or the Authority.

Pursuant to Section 11-507-208(1) of the Supplemental Act, a public entity may pledge all or any portion of its revenues to the payment of its securities unless the use of such revenues is restricted by other laws of the state. Pursuant to such authority, together with the authority granted by the 2007 Election, the 2011 Election, and Section 31-25-807(3)(a)(IV)(B) of the Act, the City hereby irrevocably pledges to the repayment of the Bonds one hundred percent of the property taxes produced by the levy at the rate fixed each year by or for the City upon the valuation for assessment of taxable property within the boundaries of the Plan of Development Area which is in excess of the valuation for assessment of taxable property within the boundaries of the Plan of Development Area certified as the base amount by the County Assessor pursuant to Sections 31-25-807(3)(a)(IV) and 31-25-807(3)(f) of the Act. Such amounts shall constitute Pledged Revenues for all purposes of this Ordinance.

The creation, perfection, enforcement, and priority of the Pledged Revenues to secure or pay the Bonds as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Bond Ordinance. The Pledged Revenues, as received by or otherwise

credited to the City or the Authority, shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act.

Section 6. Appropriations to Replenish Reserve Funds. Within 45 days of receiving notice from the Lender that the reserve fund for the 2017 Bonds and/or the reserve fund for the 2018 Bonds has been utilized, in whole or in part, the Financial Operations Manager shall prepare and submit a request for an appropriation of a sufficient amount of funds to replenish such reserve funds to the applicable reserve requirement (as more particularly described in the Loan Agreements). It is the present intention and expectation of the Council to appropriate such funds as requested, within the limits of available funds and revenues, but this declaration of intent shall not be binding upon the Council or any future Council in any future fiscal year of the City. The City Council may determine in its sole discretion, but shall never be required, to make the appropriations requested. All sums appropriated by the Council for such purpose shall be deposited in the reserve funds established by the Loan Agreements. Nothing provided in this Section 6 shall create or constitute a debt, liability or multiple fiscal year financial obligation of the City.

Section 7. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Bonds or the Loan Agreements shall be commenced more than thirty days after the date of adoption of this Ordinance.

Section 8. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bonds. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of its sale or purchase, the Lender and any other registered owner of the Bonds specifically waives any such recourse.

Section 9. Disposition and Investment of Loan Proceeds. The proceeds of the 2017 Loan shall only be applied for the purposes described in the recitals hereto, and the proceeds of the 2018 Loan shall only be applied for the purposes described in the recitals hereto. Neither

the Lender nor any subsequent owner(s) of the Bonds shall be responsible for the application or disposal by the City or any of its officers of the funds derived from the Loans.

Section 10. Direction to Take Authorizing Action. The appropriate officers of the City and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to the execution and delivery of such certificates and affidavits as may reasonably be required by the Lender.

Section 11. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Bonds, the Loan Agreements, Documents, or actions to be taken in respect thereof, are hereby authorized, ratified, approved, and confirmed.

Section 12. Repealer. All acts, orders, ordinances, or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 14. Ordinance Irrepealable. After the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the owners from time to time of the Bonds, and shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution, or other measure enacted after the issuance of the Bonds shall in any way be construed as impairing the obligations of the City to keep and perform its covenants contained in this Ordinance.

Section 15. Effective Date. This Ordinance shall be in full force and effect 30 days after publication following final passage.

[The remainder of this page intentionally left blank.]

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN PAMPHLET FORM this 18th day of October, 2017.

CITY OF GRAND JUNCTION, COLORADO

[S E A L]

President of the City Council

Attest:

City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND
ORDERED PUBLISHED IN PAMPHLET FORM this 1st day of November, 2017.

CITY OF GRAND JUNCTION, COLORADO

[S E A L]

President of the City Council

Attest:

City Clerk

STATE OF COLORADO)
)
 COUNTY OF MESA) SS.
)
 CITY OF GRAND JUNCTION)

I, Wanda Winkelman, the City Clerk of the City of Grand Junction, Colorado (the “City”) and Clerk to the City Council of the City (the “Council”), do hereby certify as follows:

(1) The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) that was introduced, passed on first reading and ordered published in full by the Council at a regular meeting thereof held on October 18, 2017 and was duly adopted and ordered published in full by the Council at a regular meeting thereof held on November 1, 2017, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

(2) The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of October 18, 2017, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Rick Taggart				
Bennett Boeschstein				
Phyllis Norris				
Barbara Traylor Smith				
Duke Wortmann				
Duncan McArthur				
Chris Kennedy				

(3) The Ordinance was duly moved and seconded and the Ordinance was finally passed on second reading at the meeting of November 1, 2017, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting "Aye"</u>	<u>Voting "Nay"</u>	<u>Absent</u>	<u>Abstaining</u>
Rick Taggart				
Bennett Boeschstein				
Phyllis Norris				
Barbara Traylor Smith				
Duke Wortmann				
Duncan McArthur				
Chris Kennedy				

(4) The members of the Council were present at such meetings and voted on the passage of the Ordinance as set forth above.

(5) The Ordinance was approved and authenticated by the signature of the President of the Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the Council.

(6) There are no bylaws, rules, or regulations of the Council that might prohibit the adoption of the Ordinance.

(7) Notices of the meetings of October 18, 2017 and November 1, 2017 in the forms attached hereto as Schedule I were posted at City Hall in accordance with law.

(8) The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on October ____, 2017 and November ____, 2017, as required by the City Charter. True and correct copies of the affidavits of publication are attached hereto as Schedule II.

WITNESS my hand and the seal of the City affixed this ____ day of November, 2017.

City Clerk and Clerk to the Council

[S E A L]

SCHEDULE I

(Attach Notices of Meetings of October 18, 2017 and November 1, 2017)

SCHEDULE II

(Attach Notice of Meeting)



Grand Junction City Council

Regular Session

Item #9.a.

Meeting Date: November 1, 2017

Presented By: Allison Blevins, DGJBID Executive Director

Department: Downtown GJ Business Improvement District

Submitted By: Allison Blevins , DGJBID Executive Director

Information

SUBJECT:

Downtown Holiday Parking Request

RECOMMENDATION:

The BID Board in their October 17, 2017 meeting recommended this request to City Council to donate half of the revenue from parking meters during the holiday season (Thanksgiving to New Years) to a charity.

EXECUTIVE SUMMARY:

The Downtown Grand Junction Business Improvement District (DGJBID) is requesting City Council approve a change in holiday parking in the downtown area and implement a new holiday parking pilot program. This year all parking will be enforced as usual, however fifty percent (50%) of the fee revenue collected from parking meters from November 24 - December 31, including the ground floor of the parking garage, will be donated to United Way of Mesa County.

BACKGROUND OR DETAILED INFORMATION:

While the free parking program was intended to serve visitors and shoppers patronizing downtown during the holidays, many long-term parkers take advantage of the expanded convenience of free parking and occupy those spaces instead of their regular locations. This practice diminishes the effectiveness of the program by reducing the turnover rate of spaces. In meetings with City and BID staff in 2017, business owners requested that we discontinue free holiday parking for this reason.

The BID will help advertise the pilot program by installing small signs on each parking

meter announcing that the City will donate a portion of the revenue collected during the holidays to United Way of Mesa County.

Other communities have also moved from offering free parking during the holidays in favor of donating revenue to charities. Supporting articles are attached.

FISCAL IMPACT:

Because Free Holiday Parking has been approved for several years, budgeted annual parking revenues are already adjusted in expectation of continued approval of the program. Based on the new pilot program this year it is estimated that as much as \$20,000 may be collected in parking meter revenues and 50% of that would then be donated to charity.

SUGGESTED MOTION:

I move to authorize fifty percent (50%) of the fee revenue collected from parking meters, including the ground floor of the parking garage, during the Holiday Season, November 24 - December 31, 2017, be donated to United Way of Mesa County.

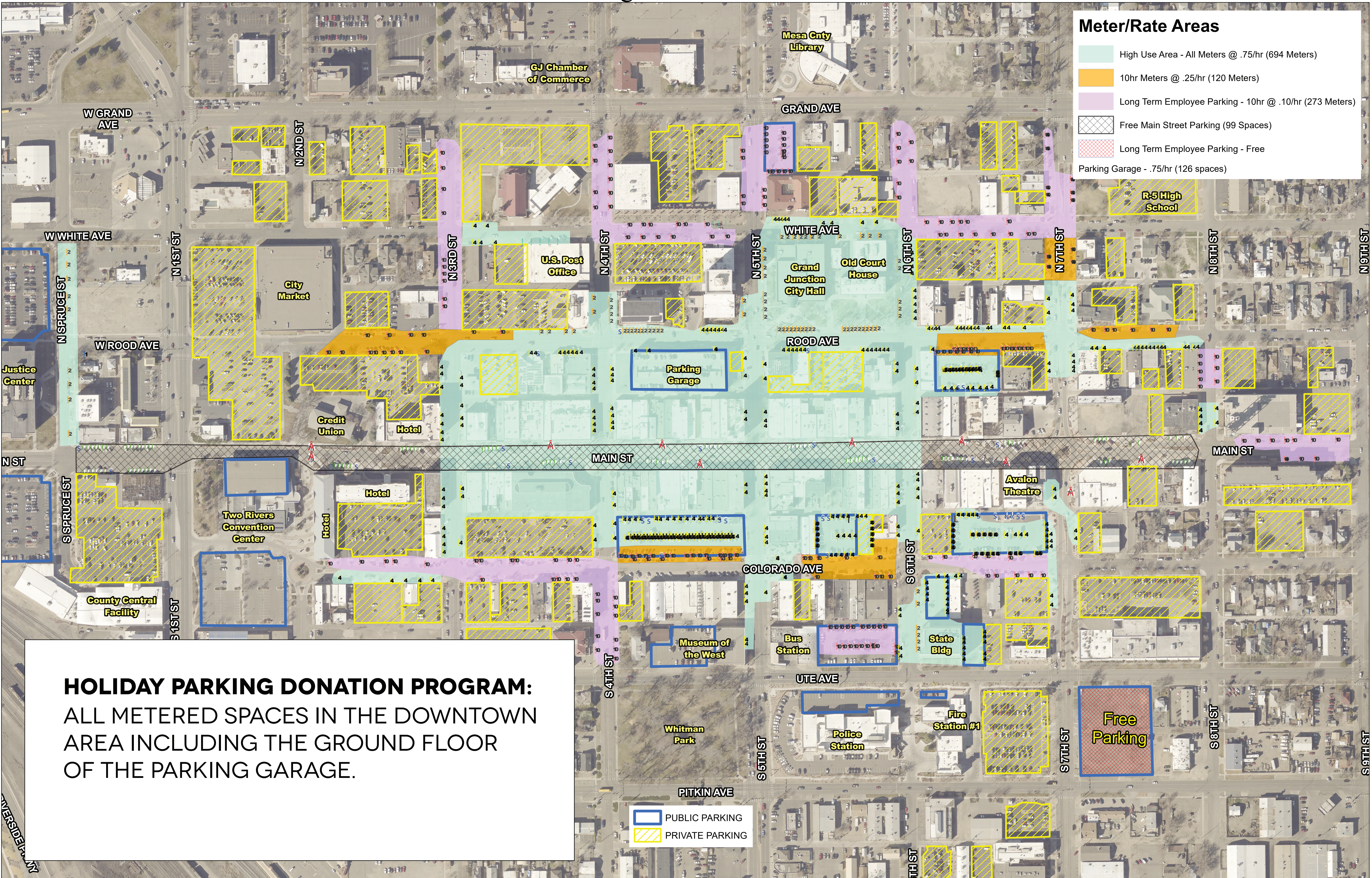
Attachments

1. holiday parking program map area
2. Oakland Holiday Parking article
3. UCLA free parking article

Parking Meter Rate Areas

Meter/Rate Areas

- High Use Area - All Meters @ .75/hr (694 Meters)
- 10hr Meters @ .25/hr (120 Meters)
- Long Term Employee Parking - 10hr @ .10/hr (273 Meters)
- Free Main Street Parking (99 Spaces)
- Long Term Employee Parking - Free
- Parking Garage - .75/hr (126 spaces)



HOLIDAY PARKING DONATION PROGRAM:
ALL METERED SPACES IN THE DOWNTOWN AREA INCLUDING THE GROUND FLOOR OF THE PARKING GARAGE.

PUBLIC PARKING
 PRIVATE PARKING

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NEWS & OPINION » NEWS DECEMBER 02, 2015

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Why Oakland's Free Holiday Parking Is Hurting Businesses

The city says it is helping merchants by offering free parking — but experts, including Oakland's own transportation policy director, say the plan will likely have the opposite effect.

By Sam Levin @SamTLevin



BERT JOHNSON

Experts said Oakland's free holiday parking will only make it harder for shoppers to find spots.

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In a stated effort to support independent merchants this holiday season, the City of Oakland is offering free street parking every Saturday through the end of the year. In a recent press release announcing the free meters, which began on Friday and Saturday of Thanksgiving week, the city wrote: "The free parking encourages shoppers to get out and explore the plethora of local shopping options."

But while free parking may initially sound like a pro-business move, transportation policy experts and cities across the country have repeatedly demonstrated that, in reality, free meters end up hurting businesses. That's because, when there's free parking on high-demand retail corridors, motorists and employees of area businesses hog spaces for hours at a time, resulting in low turnover and no available spaces for short-term shoppers. As a result, customers are forced to drive in circles looking for a spot, and when they can't find one, they often decide not to stop at all — and instead spend their money in a different neighborhood or suburban mall where it's easier to find parking.

Experts say the best parking strategy to boost business and encourage shopping in a busy urban center is to set meter prices based on supply and demand. In this model, known as "demand-responsive parking," cities increase fees for popular streets with high demand for parking, thereby creating steady turnover and ensuring that there are consistently one or two spots open per block. That means people who want highly coveted spots in front of restaurants and shops have to pay a bit extra — and with the right prices and time limits, they won't occupy these spaces for too long. On less-crowded peripheral streets or in city garages that tend to have high vacancy rates, cities should set lower fees to incentivize drivers to take advantage of the underutilized parking supply. If the prices match demand and if clear signage directs people to cheaper spots, motorists won't have to drive in circles anymore, which means businesses can get more customers and cities can significantly reduce greenhouse gas emissions.

Oakland officials are well aware of the benefits of this kind of progressive approach, which has proven successful in Berkeley, San Francisco, New York City, and elsewhere. As I reported in October (see "Oakland's Sweeping Plan for Parking," 10/28), Mayor Libby Schaaf is hoping to bring demand-responsive parking to business districts throughout the city, with the understanding that higher meter prices on busy streets in downtown, Temescal, Grand Lake, and other commercial districts will encourage turnover and help restaurants and shops better attract patrons.

Why, then, is the city rolling out a holiday parking plan that contradicts its own long-term goals? Matt Nichols, Schaaf's transportation and infrastructure policy director — who is spearheading Oakland's long-term parking plan and is an expert in demand-responsive pricing — did not have much of an explanation. "It could have the wrong effect," he admitted during a phone interview after the city sent out a news release claiming that the free parking would help businesses. "You could have employees parking ... for free and actually making things worse for customers. That could be counterproductive for both parking and economic development."

The move is particularly surprising considering that in 2014, then-Councilmember Schaaf piloted the city's first-ever demand-responsive parking effort in Montclair Village. Nichols also successfully brought this parking strategy to Berkeley, where he formerly worked as a principal transportation planner. What's more, Nichols also previously studied with UCLA urban planning professor Donald Shoup, the preeminent expert on this pricing model and the author of *The High Cost of Free Parking*, a book outlining the many negative consequences that arise from the conventional — and incorrect — idea that free parking equals better business. In fact, Shoup has specifically criticized free holiday parking, writing in an article last year: "Parking holidays are well-intended, but the gift is more like a lump of coal for businesses that depend on parking turnover."

Oakland's free parking, available last Friday and on five consecutive

Saturdays this season, extends to all metered spots as well as eight city-owned garages and lots in downtown, North Oakland, Grand Lake, and Montclair. The usual time limits, which range from thirty minutes to five hours, remain in place, meaning that people who want to park all day would have to move their cars. Oakland Grown — a program that supports local independent businesses (and which the *Express* co-sponsors) — is also promoting the free parking.

[click to enlarge](#)



Bert Johnson

Matt Nichols, Oakland transportation policy director, said free parking can hurt businesses.

Nichols noted that Oakland has done this kind of free weekend parking in December for years. He said that because the city is in the early stages of researching and expanding demand-based pricing, officials did not get around to rethinking the holiday parking strategy this season. Next year, he said, Oakland will likely adopt a more thoughtful approach. But experts noted that if Oakland at the very least maintained its year-round, on-street parking fees — typically two dollars per hour with a two-hour time limit — it'd be much better for holiday business this year than free parking across the board.

"People think free parking will encourage a lot of business, but, in fact, it undermines people's access to that location," explained Valerie Knepper, regional parking initiative manager for the Metropolitan Transportation Commission, the Bay Area transit agency. Free parking can result in cities not only losing meter revenue but also potentially losing sales tax revenue.

Although free parking is seen as a nice holiday gesture by a city, there are other creative ways municipalities can give back without eliminating the vital role that meters play in creating turnover and thus spurring economic development. Knepper, for example, noted that if Oakland is willing to forgo meter revenue during the holidays, it could instead donate meter fees to charities. The City of Santa Cruz chose this method as an alternative to free holiday parking after merchants complained that free meters hurt business because they result in no available parking.

Transportation experts note that another downside to free parking is that Oakland is incentivizing people to drive when officials should instead be promoting alternative modes of transportation — particularly in shopping districts that are easily accessible by public transportation, walking, and bicycling. Knepper suggested that if Oakland wanted to seriously invest in supporting holiday commerce, it could sponsor special holiday shuttles, which would help promote shopping and would be more environmentally friendly.

In San Francisco, businesses have generally supported the demand-responsive parking, which the city has expanded to roughly 25 percent of all metered spots over the last several years, according to Andy Thornley, San Francisco Municipal Transportation Agency senior administrative analyst. San Francisco has no holiday parking deals. "The better management of parking had a direct benefit on the businesses," Thornley said, noting that the average time motorists spend searching for parking has decreased by 43 percent since the city instituted demand-based pricing. "Businesses ... are not interested in having customers circle the block for 45 minutes. They're interested in a customer pulling over, getting her wallet out, and spending money in their shop."

Berkeley stopped offering free holiday parking a number of years ago when the city and small businesses realized it mostly made it harder for people to find a spot, recalled John Caner, CEO of the Downtown Berkeley Association. "There wasn't much of an upside to it. ... In general, there was consensus that the cost outweighed the benefits."

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OPINION + VOICES

Free parking isn't such a good deal

UCLA parking guru: When a city temporarily suspends parking meters often backfires for the businesses it was meant to help

Donald Shoup | June 19, 2014

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Donald Shoup is a nationally renowned expert on parking and the author of "The High Cost of Free Parking." He is a distinguished professor of urban planning at UCLA's Luskin School of Public Affairs. This [article](#) originally appeared in the Spring 2014 issues of Access, the magazine of the [University of California Transportation Center](#). [Subscribe for free.](#)



In December 2010, the City Council of Berkeley, California, voted to give what they thought was a generous Christmas gift to the city's merchants: free parking at all parking meters in the city. "There are a couple of messages going out here," said councilmember Laurie Capitelli. "One is that we are inviting customers to our commercial districts. Two, we're sending a message to our small businesses, saying 'we are hearing your concerns, and we do want to respond to them.'"

The Downtown Berkeley Association cheerfully informed its members, "There will be no pay and no time limits! And, remember that this is a gift to our customers. Please tell your employees to leave this space available for customers." Berkeley's city manager estimated that the city would lose between \$20,000 and \$50,000 in meter and ticket revenue for each day of the meter holiday.

Merchants may thank elected officials for free parking at the time of peak demand, but open spaces will become even harder to find. Drivers congest traffic and pollute the air while searching for curb spaces, and the lucky ones who find a space will occupy it longer than if they were paying to park.

Parking holidays are well-intended, but the gift is more like a lump of coal for businesses that depend on parking turnover.

Creating a Commons Problem at Christmas

Free curb parking creates a classic commons problem — no one owns it, and everyone can use it. In his famous essay, “The Tragedy of the Commons,” Garrett Hardin used free curb parking at Christmas to illustrate the problem:

During the Christmas shopping season the parking meters downtown were covered with plastic bags that bore tags reading: “Do not open until after Christmas. Free parking courtesy of the mayor and city council.” In other words, facing the prospect of an increased demand for already scarce space, the city fathers reinstated the system of the commons.

Hardin also used parking meters as an example of social arrangements that encourage responsible behavior:

To keep downtown shoppers temperate in their use of parking space we introduce parking meters for short periods, and traffic fines for longer ones. We need not actually forbid a citizen to park as long as he wants to; we need merely make it increasingly expensive for him to do so. Not prohibition, but carefully biased options are what we offer him.

Despite the need to manage parking demand during the peak shopping season, many cities continue to wrap their parking meters in December, giving motorists a commons problem for Christmas.

Consider the program in Bellingham, Washington:

This year, for the two weeks before Christmas the city will offer all-day free parking. ... To help shoppers park close to businesses and keep spaces available, the city is asking that people still observe the time limits at meters. Shoppers planning to be downtown for more than a couple of hours are encouraged to park on the ground floor of the Parkade.

Free curb parking will not “keep spaces available,” and few motorists will comply with the request to “still observe the time limits at meters.” Meter holidays invite commuters to park free all day in metered spaces, leaving less parking for customers.

Although well-meant, meter holidays create a shortage of curb parking at the busiest time of year, making it more difficult for shoppers to find a curb space and exacerbating traffic congestion. Consider

this report of what happened when Durango, Colorado, bagged its parking meters at Christmas time:

As sleigh bells ring and the countdown to Christmas comes to a close, the city has been promoting free downtown parking for holiday shoppers. ... But there is just one small problem: There's nowhere left to park. ... Cuenca said he has noticed some motorists driving dangerously, pulling aggressive maneuvers to secure their spot before spreading commerce and holiday cheer. "It's created a frantic frenzy just to find a spot."

Harnessing the Seasonal Urge to Help Mankind

Rather than provide free parking, cities could instead post signs during the Christmas season saying, "The city will donate all parking meter revenue in December to pay for food and shelter for the city's homeless population." Shoppers might like this more than a parking holiday that makes it harder to find a curb space. They might also feel better about paying to park downtown if they know their money is going to help the homeless. Parking charity rather than meter holidays will help those in greatest need, prevent parking shortages, and aid businesses that depend on curb parking. Wanting free parking for Christmas will begin to look quite greedy.

Parking charity can extend beyond the Christmas season. Many stores and malls reserve the most convenient parking spaces for disabled access, but able-bodied drivers sometimes park in them. To deal with this problem, and to provide spaces for all drivers who want quick access, a store can install parking meters in a few spaces adjacent to the disabled spaces, while keeping all other spaces in the lot free. To justify this policy, the store can place a sign on every meter saying that all the revenue will be donated to charity.

The prices for the charity meters can be set at a level that will keep one or two spaces open, allowing able-bodied drivers to park in convenient spots without harming disabled shoppers. Able-bodied drivers who do park in disabled spaces will look even more contemptible if they can instead donate to charity at a nearby meter.



Some drivers may be happy to pay for convenient parking when they really want it. Suppose the charity meters charge \$1 an hour. A driver who is in a hurry to make a quick purchase and who parks for only 15 minutes might not mind donating 25 cents to charity to park near the front door, while a driver who parks for four hours can park farther away and save \$4. A higher turnover of cars in the charity spaces will also benefit the store because customers who park in them will probably spend more per minute while they are in the store. And customers who walk past the charity meters might applaud the store's altruistic parking policy.

If cities donate their meter money to charity during the Christmas season, and if stores place a few charity meters in their most convenient spots, drivers will begin to see that charging for parking can do some good for the world. Only a Grinch would demand free parking for Christmas.

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