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**CITY COUNCIL AGENDA
WEDNESDAY, NOVEMBER 15, 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, Invocation

Pastor Michael Shannon, Palisade 7th Day Adventist Church

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

Proclamations

Proclaiming November 2017 as "Hospice and Palliative Care Month" in the City of Grand Junction

Proclaiming November 25, 2017 as "Small Business Saturday" in the City of Grand Junction

Proclaiming December 5, 2017 as "Grand Valley Gives Day" in the City of Grand Junction

Appointments

To the Commission on Arts and Culture

Certificates of Appointment

Certificate of Appointment to the Planning Commission

Certificate of Appointment to the Grand Junction Housing Authority

Certificate of Appointment to the Parks and Recreation Advisory Board

Citizen Comments**Council Reports****Consent Agenda****1. Approval of Minutes**

- a. Summary of the October 30, 2017 Workshop
- b. Minutes of the November 1, 2017 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Proposed Ordinance Making a Supplemental Appropriation for the Downtown Development Authority and Setting a Hearing to December 6, 2017
- b. Quasi-judicial
 - i. Proposed Ordinance Zoning 5 Properties known as Levande on 12th Street Located at 2404, 2412, 2424 and 2432 North 12th Street and 1225 Wellington Avenue from R-8 (Residential 8 units per acre) to R-24+ (Residential 24-plus units per acre) and Setting a Hearing for December 6, 2017

3. Resolutions

- a. A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for the Development of Las Colonias Business Park

4. Other Action Items

- a. Downtown Grand Junction Business Improvement District's 2017 Annual Report and 2018 Operating Plan and Budget
- b. Horizon Drive Association Business Improvement District's 2017 Annual Report and 2018 Operating Plan and Budget

Regular Agenda

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

5. Public Hearings

- 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, Holding a Public Hearing for November 15, 2017 and Setting a Public Hearing for December 6, 2017
 - ii. Ordinance Expanding the Boundaries of and Including Property located at 118 S 7th Street into the Downtown Grand Junction Business Improvement District

6. Resolutions

- a. Resolution Regarding Las Colonias Master Lease and the Development Corporation Documents (CC&R, LCDC, Articles of Incorporation, Bylaws)
- b. Resolution Regarding CMU 20000 Initiatives

7. Non-Scheduled Citizens & Visitors**8. Other Business****9. Adjournment**



Grand Junction City Council

Regular Session

Item #

Meeting Date: November 15, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Wanda Winkelmann, City Clerk

Information

SUBJECT:

Proclaiming November 2017 as "Hospice and Palliative Care Month" 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 - Hospice & Palliative Care

Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, for 25 years, Grand Junction's community-owned, nonprofit organization known as HopeWest has been dedicated to profoundly changing the way our community experiences aging, illness and grief--one family at a time; and

WHEREAS, our community has provided thousands of volunteer hours and millions of charitable dollars resulting in services that are nationally recognized for quality and are tailored to meet the individual needs of residents of all ages and illnesses; and

WHEREAS, HopeWest serves and cares for more than 1,500 patients every year in Grand Junction. 1,200 patients are enrolled in the hospice program and 300 patients are enrolled in the Transitions, Journeys and Living with Cancer palliative care programs; and

WHEREAS, every citizen can play a role in helping their neighbors and enabling HopeWest to transform life's most challenging times through their volunteer service and gifts; and

WHEREAS, Hospice and Palliative Care Month presents a unique opportunity to increase awareness of these programs and honor all who make them possible.

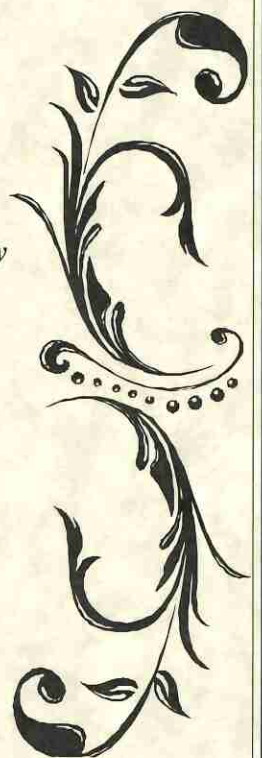
NOW, THEREFORE, I, J. Merrick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 2017 as

"HOSPICE AND PALLIATIVE CARE MONTH"

in the City of Grand Junction and ask that the City Council encourage the support and participation of friends, neighbors, colleagues and fellow citizens in hospice activities and programs now and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of November, 2017.

Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: November 15, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Wanda Winkelmann, City Clerk

Information

SUBJECT:

Proclaiming November 25, 2017 as "Small Business Saturday" 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 - Small Business Saturday

Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, the government of Grand Junction, Colorado celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent more than 99.7 percent of all businesses with employees in the United States and are responsible for 63 percent of net new jobs created over the past 20 years; and

WHEREAS, small businesses employ 48 percent of the employees in the private sector in the United States; and

WHEREAS, on average, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants; and

WHEREAS, 91 percent of all consumers believe that supporting small, independently-owned restaurants and bars is important; and

WHEREAS, 76 percent of all consumers plan to go to one or more small businesses as part of their holiday shopping; and

WHEREAS, the City of Grand Junction, Colorado supports our local businesses that create jobs, boost our local economy, and preserve our neighborhoods; and

WHEREAS, local advocacy groups such as the Downtown Grand Junction Business Improvement District and the Grand Junction Chamber of Commerce as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, J. Merrick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 25, 2017 as

“SMALL BUSINESS SATURDAY”

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of November, 2017.

Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: November 15, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Wanda Winkelmann, City Clerk

Information

SUBJECT:

Proclaiming December 5, 2017 as "Grand Valley Gives Day" 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 - Grand Valley Gives Day

Grand Junction

State of Colorado

PROCLAMATION

- WHEREAS, the Grand Valley Gives Collaboration was formed in 2012 on the western slope out of a recognized need to increase awareness and the benefit of giving back to the community where you live, in conjunction with the statewide movement titled "Colorado Gives Day;" and*
- WHEREAS, this local collaboration seeks to raise awareness for all nonprofits in the Grand Valley community, thereby increasing local philanthropy; and*
- WHEREAS, as part of the statewide movement of Colorado Gives Day, which is scheduled to take place on Tuesday, December 5, 2017, the 33 agencies participating in Grand Valley Gives will work together to raise over \$175,000 right here in the Grand Valley; and*
- WHEREAS, this collaboration believes in the importance of nonprofit agencies working together to enhance giving in our community to ensure that our local nonprofits can continue to provide the services that are so important to Grand Valley citizens; and*
- WHEREAS, this collaboration strives to draw attention back to the local nonprofit community and the wide array of causes in the Grand Valley; and*
- WHEREAS, with the benefit of the \$1 million incentive fund offered by Community First Foundation as part of Colorado Gives Day, every non-profit that is part of Grand Valley Gives will receive a portion of the incentive fund, increasing the value of every donation.*

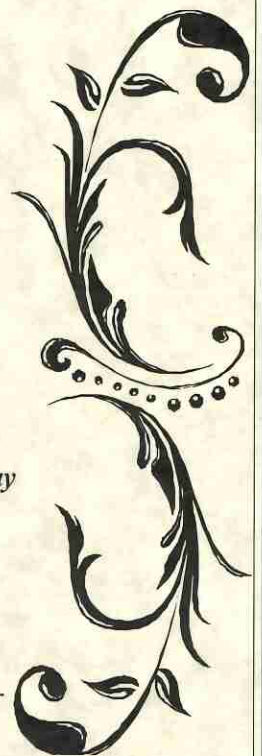
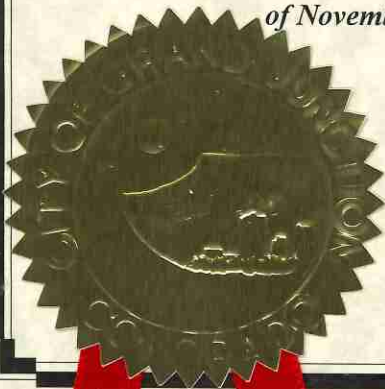
NOW, THEREFORE, I, J. Merrick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim December 5, 2017 as

"Grand Valley Gives Day"

in the City of Grand Junction and encourages all residents to donate to their favorite local non-profit organizations by going to the Colorado Gives Day website at www.coloradogives.org on this day, in order to increase their donation through the \$1 million incentive fund.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of November, 2017.

Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: November 15, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Wanda Winkelmann, City Clerk

Information

SUBJECT:

To the Commission on Arts and Culture

RECOMMENDATION:

Appoint applicant recommended by the Commission on Arts and Culture Interview Committee.

EXECUTIVE SUMMARY:

There is one vacancy on the Commission on Arts and Culture due to a recent resignation.

BACKGROUND OR DETAILED INFORMATION:

Back in April, the City Council interview committee interviewed applicants for the Commission on Arts and Culture. At that time, the interview committee requested one application remain on file in the event of a future opening.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the Commission on Arts and Culture Interview Committee's recommendation to the Commission on Arts and Culture for a partial term ending February, 2019.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: November 15, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Wanda Winkelmann, City Clerk

Information

SUBJECT:

Certificate of Appointment to the Planning Commission

RECOMMENDATION:

Present certificate.

EXECUTIVE SUMMARY:

Christian Reece was reappointed to the Planning Commission for a four-year term 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

Regular Session

Item #

Meeting Date: November 15, 2017
Presented By: City Council
Department: City Clerk
Submitted By: Wanda Winkelmann, City Clerk

Information

SUBJECT:

Certificate of Appointment to the Grand Junction Housing Authority

RECOMMENDATION:

Present certificate.

EXECUTIVE SUMMARY:

E. Chris Launer was reappointed to the Grand Junction Housing Authority for a five-year term ending October 2022.

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 15, 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:

William Findlay 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 WORKSHOP SUMMARY
October 30, 2017 – Noticed Agenda Attached

Meeting Convened: 5:30 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:08 p.m.

City Council Members present: Councilmembers Kennedy, Norris, Traylor Smith, Wortmann, and Mayor Pro Tem Boeschstein.

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

Mayor Pro Tem Boeschstein called the meeting to order.

Agenda Topic 1. Discussion Topics

Budget:

Grand Junction Economic Development Partners (Grand Junction Economic Partnership, Grand Junction Chamber of Commerce, Business Incubator Center, and Greater Grand Junction Sports Commission)
Funding Request

Grand Junction Economic Partnership (GJEP) – Business Development Manager Steve Jozefczyk reviewed GJEP's budget line items and highlighted their strategy for the Winter and Summer Outdoor Retailer shows which are to be held in Colorado in 2018 (previously held in Utah).

Councilmember Norris commented on the advertising line item and requested information regarding the results of the increased funding. Mr. Jozefczyk stated GJEP is keeping track of the number of hits received through social media and noted there is an uptick in the activity through his office.

Councilmember Norris inquired how much the City contributes to GJEP's budget. City Manager Caton noted the budget is a 50/50 split between public and private agencies.

Grand Junction Chamber of Commerce (COC) – President and CEO Diane Schwenke reviewed the 2017 highlights, including 108 companies visited, an expansion package, technical assistance, and workforce development assistance. In 2018, 125 companies will be visited, development of foreign trade zone application, commercial air service expansion, and expansion of a workforce development program. Ms. Schwenke discussed the importance of partnerships.

Ms. Schwenke reviewed the funding to Industrial Developments, Inc. (IDI) and GJEP for \$68,200 to grow a fund that can assist smaller existing companies in expanding over time. To ensure collaboration and communication, there will be crossover board members between IDI and GJEP. The funding would alternate with IDI receiving the funding in even years and GJEP receiving funding in odd years. This funding is restricted to incentives only for companies within city limits.

Business Incubator Center (BIC) – Executive Director Jon Maraschin described their four areas of focus: financial assistance, business development, counseling and workshops, and facilitating tax incentives. The 2017 results include graduating two companies, accepting six new companies (two pending), including five new companies into the kitchen incubator program, creating or retaining over 300 jobs, and leveraging over one million dollars in direct loans and an additional three million dollars. Mr. Maraschin reviewed the 2018 funding requests from North Star Funds for operational support (half-time staff position for twelve months) and \$25,000 for website design and upgrades.

Mayor Pro Tem Boeschstein noted he is the Council representative for the BIC and stated they have been improving the property. Mr. Maraschin noted his appreciation for the support received from the City of Grand Junction.

Councilmember Norris asked about the plans for the BIC to have a downtown presence. Mr. Maraschin described the opportunities that exist and noted he is having ongoing conversations to expand into downtown.

Councilmember Kennedy asked about the commercial food piece of the BIC. Mr. Maraschin stated this area is very busy and discussed the possibility of a food hub.

Greater Grand Junction Sports Commission - John Hopkins, member of the Executive Committee, played a video that highlighted Suplizio Field. Highlights for 2017 included gaining 501 c3 status and hosting several major events, including the Colorado Masters statewide swim meet, USA Cycling NCAA championships and para cycling championships, fifth year of Special Olympics, and the Rim Rock Marathon. The primary focus for 2018 is to develop and implement the strategic plan. Competitive cycling events may be coming forward in 2019 and 2020.

Regarding the budget, \$74,000 is allocated to the following: completing the strategic plan, marketing, association memberships, operational costs (student assistants), trade shows and conferences. It is recommended that \$25,000 be used toward seed money to grow events.

Councilmember Norris asked if the Sports Commission is a part of CMU. Mr. Hopkins replied in the negative and reviewed the history of the Sports Commission. He reported that the Sports Commission presently has nine members and they may look to expand it to eleven.

Councilmember Norris discussed jobs created by the activities of the Sports Commission and suggested the importance of partnering with Visit Grand Junction. Mr. Hopkins noted their activities are showcasing the valley.

Downtown Development Authority (DDA) - Executive Director Brandon Stam presented an overview of the 2018 recommended budget. The budget was presented and approved by the Downtown Development Authority Board of Directors on October 26.

Mr. Stam noted their partnership with the Police Department to ensure downtown remains inviting for all visitors. The facade grant program was increased and two new grant programs were added. The DDA is assisting with the application for a creative district.

In 2018, the DDA recommends a \$500,000 contingency to earmark funds for planned and potential projects, including an update to the Plan of Development.

Mr. Stam described their possible assistance with the Train Depot project and the R-5, White Hall, and the parking garage end cap housing projects. The majority of their funds are being spent on economic development. Mayor Pro Tem Boeschstein noted the City's appreciation to the DDA for their partnership, especially the Las Colonias project.

City Manager Caton noted the Council meetings on November 15 and December 6 will include budget public hearings. The joint Persigo meeting with Mesa County on November 9 will include a discussion on the budget and the administrative overhead.

Agenda Topic 2. Next Workshop Topics

November 13 – Budget Reconciliation. This will be the wrap-up and any changes or modifications will be completed on December 6.

Other Business

There was none.

Adjournment

With no further business the meeting was adjourned.



**GRAND JUNCTION CITY COUNCIL
MONDAY, OCTOBER 30, 2017**

**PRE-MEETING (DINNER) 5:00 P.M. ADMINISTRATION CONFERENCE ROOM
WORKSHOP, 5:30 P.M.
CITY HALL AUDITORIUM
250 N. 5TH STREET**

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

1. Discussion Topics

- a. Budget:
Grand Junction Economic Development Partners (Grand Junction Economic Partnership, Grand Junction Chamber of Commerce, Business Incubator Center, and Greater Grand Junction Sports Commission)
Funding Request

Downtown Development Authority Recommended 2018 Budget

2. Next Workshop Topics

- a. November 13 - Budget Reconciliation

3. Other Business

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING
November 1, 2017**

The City Council of the City of Grand Junction convened into regular session on the 1st day of November 2017 at 6:00 p.m. Those present were Mayor Pro Tem Bennett Boeschstein and Councilmembers Chris Kennedy, Phyllis Norris, Duncan McArthur, and Duke Wortmann. Council President Rick Taggart and Councilmember Barbara Traylor Smith were absent. Also present were City Manager Greg Caton, City Attorney John Shaver, and City Clerk Wanda Winkelmann.

Mayor Pro Tem Boeschstein called the meeting to order. Councilmember Kennedy led the Pledge of Alliance which was followed by a moment of silence.

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

Councilmember Kennedy recognized all the Veterans in the audience and then read the proclamation. Lieutenant (Lt.) Colonel Rick Peterson, United States Air Force (USAF) (Retired), President of the Veterans Committee of the Western Slope, received the proclamation. Lt. Colonel Peterson remarked on the saying "thank you for your service" and although appreciated, it should be extended to how citizens can help veterans. He thanked Council and said Council has presented this proclamation for 23 years. He invited and encouraged everyone to attend the All Services Ball, the Fruita Memorial Celebration, the Veterans Day Parade, and a celebration at the Avalon Theatre.

Certificates of Appointment

To the DDA/DGJBID Boards

Aaron Young was present to receive his certificate of appointment to the Downtown Development Authority/Downtown Grand Junction Business Improvement District Boards for a partial term ending June 2018. Mr. Young thanked Council for the appointment and said he looks forward to serving.

To the Parks and Recreation Advisory Board

Byron Wiehe was present to receive his certificate of appointment to the Parks and Recreation Advisory Board for a three-year term ending June 2020. Mr. Wiehe thanked Council and said he is looking forward to working with the Board.

To the Planning Commission

Kathy Deppe-Spomer was present for her reappointment to the Planning Commission and Brian Rusche and Andrew Teske were present for their appointment to the Planning Commission/Zoning Board of Appeals for five year terms ending October 2021. They all thanked Council for their appointments.

Citizens Comments

Ed Kowalski is concerned about street fights and street crossings. He feels more should be done to encourage citizens to contribute to public safety. He stated it is a citizen's duty to question government.

Mike Schonlau alluded to an incident in Fruita regarding the oil refinery and spoke of his concern of unclean toys and equipment that kids utilize.

Bruce Lohmiller would like funds to go to night patrols and the Day Center so that people have a place to go in the cold weather. He invited Council to the Veterans Art Center.

Andrea Kreeves from PLACE said the feasibility study for a community center is close to starting. It will take about seven months to complete and updates will be given to Council.

Larry Sikes said he is concerned about street safety due to unsafe manholes being too far beneath the street grade. City Manager Caton said he will look into Mr. Sikes' concerns and noted \$7 million of street upgrades have been done this year.

Council Reports

Councilmember Norris participated in the Grand Junction Regional Airport Authority interviews and was pleased to see strong candidates. She noted that Deputy Chief Mike Nordine will sit as Interim Police Chief and the City is fortunate Chief Camper created a strong department that will carry on in his absence.

Councilmember Kennedy noted the turnover in the positions of the Grand Junction Economic Partnership Director, Police Chief, and Airport Director. Although he is sad to see good people leave the area, he is happy to see strong candidates applying to fill those positions. He encouraged everyone to attend the Veterans Day events to recognize Veterans' service and what they served for.

Councilmember McArthur said he had just been discharged from the hospital at 4:20 p.m. that day but wanted to make sure that he was there (for the meeting).

Councilmember Wortmann thanked everyone for attending the meeting. He spoke of how lucky Grand Junction was to have Chief Camper and hopes he returns to retire.

Mayor Pro Tem Boeschstein went to the National Day of Remembrance that was held at Las Colonias Park to honor atomic energy workers. He said it was a great honor to recognize those people who worked with uranium and in the nuclear weapons industry in Grand Junction.

Consent Agenda

Councilmember Kennedy moved to approve the adoption of the Consent Agenda items #1 through #5. Councilmember Wortmann seconded the motion. Motion carried by roll call vote.

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
 - ii. 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

Resolution Rescinding Resolution No. 47-17

Resulting from the North Avenue/University Boulevard discussion during the October 18th City Council meeting, City Council 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.

It was determined to limit the time allotted for citizen comments to three minutes.

Kyle Hunky said he moved to Grand Junction in the 80's and said the only constant has been Colorado Mesa University. He encouraged looking at how other cities made changes.

Mike Flosser said he has been trying to find a commonality to this topic. He proposed having things more attractive for real estate investments by making Historic District designations. CMU can attract more students through Historic Districts.

Gerald Hockins, business owner, feels the information used to make the original decision was faulty. He thanked Council for allowing the citizen discussion.

Levi Lucero said he is the one who promoted the North Avenue name change and the news media encouraged him to speak at this meeting. Mr. Lucero said if he got 75% of North Avenue businesses in favor of the name change, it would be approved; which he said he did, but it was still voted against. He reported it has been said he got a lot of students and others that lived out of the area to sign the survey, but he discounted those signatures.

LeAnn Leffler-Foote, business owner of Martin Mortuary, is concerned about the slander involved with this issue and said it needs to stop. The numbers are speaking as to how people feel about the name change.

Makenzie Dodge acknowledged everyone involved with this issue and said she has learned a lot and is thankful for all the hard work put into this. She said she would like to apologize for any name calling specifically to Mr. Lucero. She thanked City Council for reconsidering the issue. Ms. Dodge asked why the verbiage in the latter part of the resolution was included.

David Shepardson, downtown business owner, expressed concerns regarding the name change and other decisions regarding the lack of transparency. He feels more should be done to let people know about issues, would like more students to come to the area, and will do more to educate himself on issues.

John Williams, CMU graduate, said it is empowering for a community to come together over this issue, but is disappointed they don't do so over bigger issues. CMU is a part of this community and he contributes to the community. The community must grow, but

one reason some people don't move here is that this community is unwilling to grow and the name change would be a good first step.

Trisa Manion said she is very passionate about this issue. She was one who worked to get the petitions started. She thanked City staff for all their help and stated that it had been awesome working with them. Grand Junction is a wonderful place. Ms. Manion asked that Grand Junction not be changed so much as to destroy why we all moved here.

Jeff McClusky agreed the community needs to collaborate and grow, but it shouldn't cost business owners negatively. Council and citizens should come together to explore how changes benefit the community.

Ted Rodriguez said this issue is tearing Grand Junction apart. He stated the survey did not accurately reflect a conversation held in 2013 regarding the name change. He read a quote in the survey which supported the name change, but expressed concerns on whether it would cause a financial hardship.

Robert Cartlidge said he keeps hearing about the needed growth for the City and he would like to entice businesses to move here. Although there are not a lot of businesses that have left, he suggested looking at methods to encourage other types of businesses to move here.

Kristin Hartman sent a letter to Council expressing her concerns, but wanted to appear to support Mr. Lucero. She spoke about her interactions with him while doing the survey. She was impressed with Mr. Lucero and his background. He brought fair housing to Mesa County and has owned many businesses and held positions of leadership. She ran the numbers from Mr. Lucero's data regarding the impact of the change to business owners through a direct mail campaign and saw it as a big opportunity for businesses. She felt renaming North Avenue to North University Boulevard would recognize the past as well as the future.

Ron Moore, business owner, said a name change will not fix Grand Junction. He feels a 29 Road interstate exit will help North Avenue by giving it direct access. He said the east end of North Avenue has been neglected for 25 years and that the road itself needs to be fixed.

Councilmember Kennedy stated that Council needs to make the best decisions for the entire City, and not just focus on one issue. Getting people to go to a business is the biggest challenge and therefore Council needs to look at the possibilities to increase business. He said Council has many meetings in order to move the City forward, and

all these meetings are public and noticed, allowing citizens the opportunity to attend. He noted that he has two Facebook pages for people to make comments and invites dialogue. From his perspective, the biggest problem is that this issue has not had the effect of bringing the community together. CMU 20000 requested the rescinding of the resolution and Council has to respect that request.

Councilmember McArthur said this is a representative form of government in which people are elected to make decisions and they may also be removed from office. His objection to the name change is the historical aspect of North Avenue and it belongs to the community; they have spoken on how they feel, and have objected to the decision their representatives have voted for. He appreciates CMU 20000 asking this to be rescinded and that it was a misdirected request. His desire is for North Avenue to stay the same; the west does not have the same historical context as the east, but Council should enhance the City's history, not bury it.

Councilmember Wortmann said he would like others to know he did not flee the east to move here. He stated that he was elected to take a multiple foot view on Council issues and decisions. He would like to lead this community into the future and this change was never meant to fly the flag bragging of our University, but rather to serve as a building block for growth. Councilmember Wortmann noted that Council will be there to support Grand Junction's businesses year after year. He said Colorado Department of Transportation is slow to move on Western Slope projects, but he fully supports the 29 Road project and invited citizens to continue supporting that. He requested that citizens engage Council appropriately.

Councilmember Norris said all of Council has been bullied over this issue. She experienced negative interactions, even though she voted against the name change. Council is responsible to make decisions; however, Council needs to make sure they have good information before making decisions, which she felt did not happen with the North Avenue name change. Councilmember Norris said she was elected to hear the people and she felt they have been doing that, and she is pleased to see citizens stepping up. She said that people should continue to be involved.

Mayor Pro Tem Boeschstein was in support of the name change, but it has split the community. He said that if people get together to move in the same direction, positive changes can be made. He will support changes to North Avenue that will help it become a hub of activity. He thanked Colorado Mesa University and listed many of Western Colorado Community College's program studies.

Councilmember McArthur moved to approve 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). Councilmember Wortmann seconded the motion. Motion carried by roll call vote.

Councilmember McArthur requested to be excused and left the meeting at 7:23 p.m.

Council took a break at 7:23 p.m.

The meeting resumed 7:35 p.m.

Resolution Regarding CMU 20000 Initiatives – TABLED

CMU20000 is a community initiative led by the Grand Junction Area Chamber of Commerce that will help grow the economy. CMU's economic impact on the community is nearly a half of a billion dollars and growing CMU will increase that impact.

Discussion ensued among Councilmembers about the need to continue this discussion to a date when all councilmembers are present.

Councilmember Kennedy moved to table Resolution No. 65-17 - A resolution making findings regarding the CMU 20,000 Initiative and endorsing the same to the November 15, 2017 meeting. Councilmember Wortmann seconded the motion. Motion carried by roll call vote.

Holder Annexation & Zoning

The applicants, Kenneth and Wayne Holder, requested annexation and zoning to Neighborhood Business (B-1) for a 2.83-acre property located at 3040 E Road. The annexation is being compelled by the Persigo Agreement due to the applicant's 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.

Senior Planner Kris Ashbeck reviewed the location, site, and current zoning. The request is eligible for Annexation per State Statute, is consistent with goals and policies of the Comprehensive Plan, and the applicable review criteria of the Grand Junction Municipal Code has been met.

Councilmember Norris asked if a neighborhood meeting had been held. Ms. Ashbeck said there was, and the neighbors felt it was a good transition and buffer between them

and the railroad and I-70. Councilmember Norris asked if the request was just to rezone, and Ms. Ashbeck confirmed that it was.

The public hearing was opened at 7:45 p.m.

There were no public comments.

The public hearing was closed at 7:45 p.m.

Councilmember Kennedy moved to approve 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. Councilmember Wortmann seconded the motion. Motion carried by roll call vote.

Downtown Development Authority Tax Increment Debt Financing

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 Proposal (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, American National Bank provided the DDA with the lowest present value of debt service in the form of a loan at 3.36%.

Brandon Stam, Executive Director of the DDA, noted the \$19.12 million includes a refinance of an existing \$4 million of debt issued in 2012. The DDA received voter authorization to issue debt back in 2011 in the amount of \$65 million. This \$15 million investment (\$9 million in the Las Colonias Business Park and \$6 million in the Two Rivers renovation) is an investment in the community. It will leverage private investment including two new hotels and Las Colonias business park, which will spur

tourism, grow business, increase opportunities for CMU grads and help diversify our economy to prevent boom and bust cycles.

The DDA's primary responsibility is to support and facilitate economic development efforts to enhance the vitality of the downtown community through capital investment and construction. Tax Increment Financing (TIF) is the tool that the DDA is authorized to use to service the debt for capital projects. These projects will increase the property values and create new jobs and businesses and increase the economic activity in the district and in the greater community.

Jay Valentine, Deputy Finance Director, provided background for this resolution. Mr. Valentine explained how American National Bank's proposal netted the best present value and how the proposal was reviewed. The loan would be issued in the amount of \$10 million in 2017 and \$9.12 million in 2018 to keep the issuances as bank-qualified for tax purposes.

Councilmember Kennedy asked Mr. Stam if refinancing this debt would possibly hamstring the DDA from investing in other projects in the next two-three years. Mr. Stam stated that in the short term, this would crunch issuance of new debt, but not other projects. It would complement this by being able to recruit and retain businesses through low cost, high reward projects. Mr. Stam explained that most of the DDA property is exempt and this project is really key in connecting three districts (Riverfront District, Rail District, and the Central Business District).

City Manager Caton said that they are adding private development on public land which adds to the assessed valuation. Through the partnership with the DDA on the Two Rivers renovation, when the City pays their portion of the debt, it is classified as unrestricted funds which was not considered by the banks in regard to the refinance. What this means for the DDA is that they can use this money for a variety of projects going forward.

Councilmember Kennedy asked about the City's portion of the debt for the Two Rivers renovation. City Manager Caton said the City is funding payments through the three-quarter cent sales tax in the General Fund and other restricted funds for park expansion. Mr. Stam said the unrestricted funds would be used for the DDA purposes that don't neatly fit into a capital project.

The public hearing was opened at 7:59 p.m.

Steve Jozefczyk with the Grand Junction Economic Partnership (GJEP) thanked Council and spoke in favor of the refinancing for capital projects and amenities at Las

Colonias Business Park and Two Rivers renovation. Allowing the DDA the ability to finance these projects aligns with GJEP's goals. Two Rivers Convention Center is a regional draw that attracts people from outside our community who might not otherwise come here. The Business Park will provide outdoor recreation opportunities which will attract new businesses to locate here along with people who want to take advantage of those outdoor activities.

Dennis Simpson spoke regarding the three-quarter cent tax and whether the City should use that for capital or for anything deemed necessary. Mr. Simpson said the City doesn't want to use General Funds to pay for the City's portion of the debt, because there are other bigger priorities like Retiree Health that should be focused on. Mr. Simpson fails to see wisdom in bringing these all together with Bonsai Design. He submitted a Colorado Open Records Act request for the signed contract, but was told it has not been signed. He asked if it was final, why wasn't it signed. Mr. Simpson asked why the DDA is borrowing money if the Bonsai contract has not been signed. He recommended that rather than piece meal these deals, the City should get them all together and process them all at once.

The public hearing was closed at 8:07 p.m.

City Manager Caton addressed the Council in response to Mr. Simpson's concerns. He said the Strategic Plan had a directive to diversify the economy and the 2018 budget has allocated \$5 million to economic development. The \$5 million for the park expansion was also part of the original Master Plan for Las Colonias and the updated Master Plan of the Park Development had all the elements that had been a part of the Master Plan for years. When City staff talked to residents in the Orchard Mesa area, they were in favor of the improvements. The zip line would be very expensive if the City operated it, but now Bonsai will install and run it. The City is working with retired and current employees regarding retiree health, which he stated was an employee funded plan. He sees this as an excellent opportunity to diversify the economy. He summarized the cost-to-benefit analysis of the Two Rivers Convention Center improvements and how this will be done through the public/private partnership which will lower the City's cost and maximize the Event Center's return.

Mayor Pro Tem Boeschstein thanked City Manager Caton for the explanation and stated that the downtown area is only one part of the City, but it is a large part. They are concerned with all the areas, but the downtown area is the heart of the City and the investments are important.

Councilmember Norris said this is a partnership with the DDA. Las Colonias Park has come a long way but it would take longer without this partnership. North Star said this

project is a priority and needs to get finished. The Business Park is expanding to more businesses and will not benefit only one business. The DDA and GJEP put this together and it is good for the City and the citizens while providing more jobs.

Mayor Pro Tem Boeschstein said he agreed with Councilmember Norris and pointed out that the interest rate.

Councilmember Kennedy said the risk is being borne by the DDA. This goes to the overall idea of what the City wants to become and there is always some level of risk. The opportunity to grow a new economic sector and to position Grand Junction on the leading edge of that is invaluable. He has confidence in the DDA to manage this and he feels it is going to be very successful and fully supports it.

Councilmember Wortmann moved to adopt 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. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Downtown Holiday Parking Request

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.

Allison Blevins, DGJBID Executive Director, reviewed previous year's free parking. The DDA and BID said free parking was no longer a benefit to the District because the parking was utilized by downtown business employees. The change in parking rates this summer encouraged customer parking spaces to be free. The BID Board and leadership committee suggested the pilot project to donate half of the revenue to United

Way of Mesa County. The projected holiday season parking revenue is \$20,000. The BID will make small signs for the parking meters advertising the pilot program.

Councilmember Kennedy asked if the BID is responsible for parking, why they need to come to Council for approval. City Attorney Shaver said parking is the authority of the City and therefore, Council. He said an option is to implement an ordinance to delegate the authority to the BID and Ms. Blevins and the BID has discussed bringing this forward to Council in the future. Councilmember Kennedy said he likes the idea of charging during the holiday season if the businesses are behind it. Ms. Blevins said not every business agrees, but most do. City Attorney Shaver said the ordinance process will look at delegation processes and look at realigning some of these authorities.

Councilmember Norris said Ms. Blevins went to all the businesses for this. She echoed that businesses saw that it was employees who work downtown who park in front of the businesses during the free parking times, taking those spots away from customers.

Councilmember Kennedy moved to approve 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. Councilmember Wortmann seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 8:27 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: November 15, 2017

Presented By: Jodi Romero, Finance Director

Department: Finance

Submitted By: Jay Valentine, Deputy Finance Director

Information

SUBJECT:

Proposed Ordinance Making a Supplemental Appropriation for the Downtown Development Authority and Setting a Hearing to December 6, 2017

RECOMMENDATION:

Staff recommends setting a public hearing for December 6, 2017 for the 2017 Supplemental Appropriation Ordinance for the Downtown Development Authority.

EXECUTIVE SUMMARY:

Appropriations are made on a fund level and represent the authorization by City Council to spend according to the adopted or amended budget. This request is to appropriate additional funds for 2017 budget amendments to the Downtown Development Authority budget.

BACKGROUND OR DETAILED INFORMATION:

The 2017 supplemental appropriation ordinance is the legal adoption of additional budget expenditures in the current fiscal year. Supplemental appropriations are required for the following:

Fund 103-\$19,500

\$10,500 Severance settlement

\$9,000 Purchase of Sun Worshippers art piece funded by Legends monies managed by the DDA as well as \$1,000 in DDA funds.

Fund 611-\$4,495,000

\$3,395,000-The outstanding principal amount for the refinance of the 2012A bonds at an average interest rate of 5.01% to the 2017 bonds with an interest cost of 3.36%

\$60,000-Issuance costs for the 2017 bonds

\$500,000-Originally it was budgeted to make the 2nd and 3rd payment for the purchase of the R-5 building in 2016 and 2017, however the 2nd payment needed to be carried forward to 2017.

The 2017 budget amendments have been approved by the Downtown Development Authority Board.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund for the 2017 budget amendments to the Downtown Development Authority budget.

SUGGESTED MOTION:

I move to introduce proposed ordinance making a supplemental appropriation to the 2017 Budget of the City of Grand Junction, Colorado Downtown Development Authority and setting a hearing for December 6, 2017.

Attachments

1. Proposed Ordinance DDA

ORDINANCE NO. ____

**AN ORDINANCE MAKING A SUPPLEMENTAL APPROPRIATION TO THE 2017
BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO DOWNTOWN
DEVELOPMENT AUTHORITY**

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2017, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
DDA Operating Fund	103	\$ 19,500
DDA Debt Service Fund	611	\$ 4,495,000

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2017

PASSED, ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this _____ day of _____, 2017.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: November 15, 2017

Presented By: Kristen Ashbeck, Senior Planner/ CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck, Senior Planner/ CDBG Admin

Information

SUBJECT:

Proposed Ordinance Zoning 5 Properties known as Levande on 12th Street Located at 2404, 2412, 2424 and 2432 North 12th Street and 1225 Wellington Avenue from R-8 (Residential 8 units per acre) to R-24+ (Residential 24-plus units per acre) and Setting a Hearing for December 6, 2017

RECOMMENDATION:

At the October 24, 2017 meeting, the Planning Commission unanimously voted to approve the rezone request from R-8 (Residential 8 dwelling units per acre) to R-24 (Residential 24+ dwelling units per acre).

EXECUTIVE SUMMARY:

The Applicant requests a rezone of five properties located at 2404, 2412, 2424 and 2432 N. 12th Street and 1225 Wellington Avenue from R-8 (Residential 8 dwelling units per acre) to R-24 (Residential 24+ dwelling units per acre) zone district. The purpose of the rezone request is to enable the applicant to develop 89 apartment units on the combined properties. The proposed zoning works to implement the Comprehensive Plan.

BACKGROUND OR DETAILED INFORMATION:

The Applicant owns five lots located at 2404, 2412, 2424 and 2432 N. 12th Street and 1225 Wellington Avenue. Each lot has one existing single family residence structure on it. The Applicant seeks a rezone in order to consolidate the properties into a single parcel and develop an 89-unit apartment building. The requested R-24+ zone district would allow for this type of development and proposed density.

Adjacent properties to the east are zoned Planned Development (townhomes); properties to the south across the canal are zoned R-O (Residential Office – medical offices) and R-24 (Residential 24+ dwelling units per acre - apartments); to the west across 12th Street properties are zoned B-1 (Neighborhood Business - Church and The Sullivan Center); and to the north across Wellington Avenue properties are zoned B-1 (Neighborhood Business) with the developed City Market and nearby retail pad sites. With the exception of the townhomes to the east and properties to the southeast, surrounding land uses are non-residential.

A neighborhood meeting was held on March 8, 2017. The eight citizens in attendance voiced no major objections to the proposed rezone. There were comments and questions about the potential for a traffic signal at 12th Street and Wellington Avenue, improvement of pedestrian facilities, screening of headlights in the parking lot, and a request to ensure that dust from construction be minimized. Staff has had several telephone and counter inquiries about the proposal but no formal correspondence has been received in favor or opposition.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Zoning and Development Code, the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria, which are addressed in turn below.

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

The subject properties are all within a Future Land Use category of Business Park Mixed Use. The category contemplates a mix of business, light industrial, employment-oriented areas with the allowance of multifamily development. With the construction of City Market and a new retail center on the out lot on the north side of Wellington Avenue, the area is becoming more consistent with this land use category. The original zoning (premise) that this property should be lower density residential has been superseded with the development of this area as mixed use. As such, a higher density zoning category is more appropriate and has therefore invalidated the original premise of zoning for lower density residential in this area.

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

As stated above, the character of the area has continued to trend toward the mix and intensity of uses supported in the Business Park Mixed Use land use category in the Comprehensive Plan Future Land Use Map. Changes have occurred in the area such that the proposed zoning on these five properties is more consistent with the

Comprehensive Plan.

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

Adequate public and community facilities and services are available to the properties and are sufficient to serve the future use of these properties. The nearby major streets (12th Street and Patterson Road) have been improved with recent development such as City Market and will be further improved with this proposed development. In addition, this infill site is adequately served by other public and community facilities including fire stations, hospitals, schools and public transit.

(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

Only one percent of zoned acres within the City are zoned R-24. This results in there being very little land available upon which higher density residential projects can be developed, especially as an infill project. Higher density residential projects are supported by the Comprehensive Plan, specifically the Plan supports infill, creation of housing options and higher densities within the City Center where adequate infrastructure already exists. Consequently, where opportunities exist that are consistent with the Comprehensive Plan goals and Future Land Use Map, zoning changes to R-24 should be implemented.

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

The proposed R-24 zone district would create an opportunity for construction of a multifamily development that complements the surrounding land uses as well as creates a buffer between medium density residential development to the east and the more intense, non-residential uses in the vicinity of the 12th Street and Patterson Road intersection. The community will benefit by the ability of the owner to provide a residential product that provides a greater variety of housing choice community-wide as well within this area of the City.

This rezone request is consistent with the following vision, goals and/or policies of the Comprehensive Plan

Future Land Use Map: The Comprehensive Plan Future Land Use Map for the area is Business Park Mixed Use, within which the R-24 zone district may implement the land use plan. Thus, the proposed zone change is compatible with the Comprehensive Plan Future Land Use Map. Since surrounding properties are non-residential and higher densities already exist it is logical that these properties become zoned R-24,

considering the mixed use density contemplated in the Comprehensive Plan.

The proposed rezone is also compatible with the surrounding B-1, R-O, R-24 and Planned Development zoning as well as the surrounding mix of business and commercial land uses.

After review of the Comprehensive Plan, Planning Commission found that the proposed rezone meets the following Comprehensive Plan goals and policies:

Goal 3: Create ordered and balanced growth and spread future growth throughout the community.

Policy B: Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus improving air quality.

Goal 5: Provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Policy B: Encourage mixed-use development and identification of locations for increased density.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on type of use.

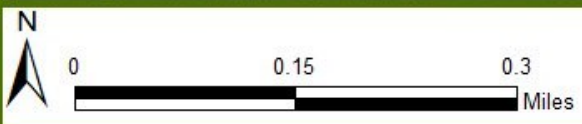
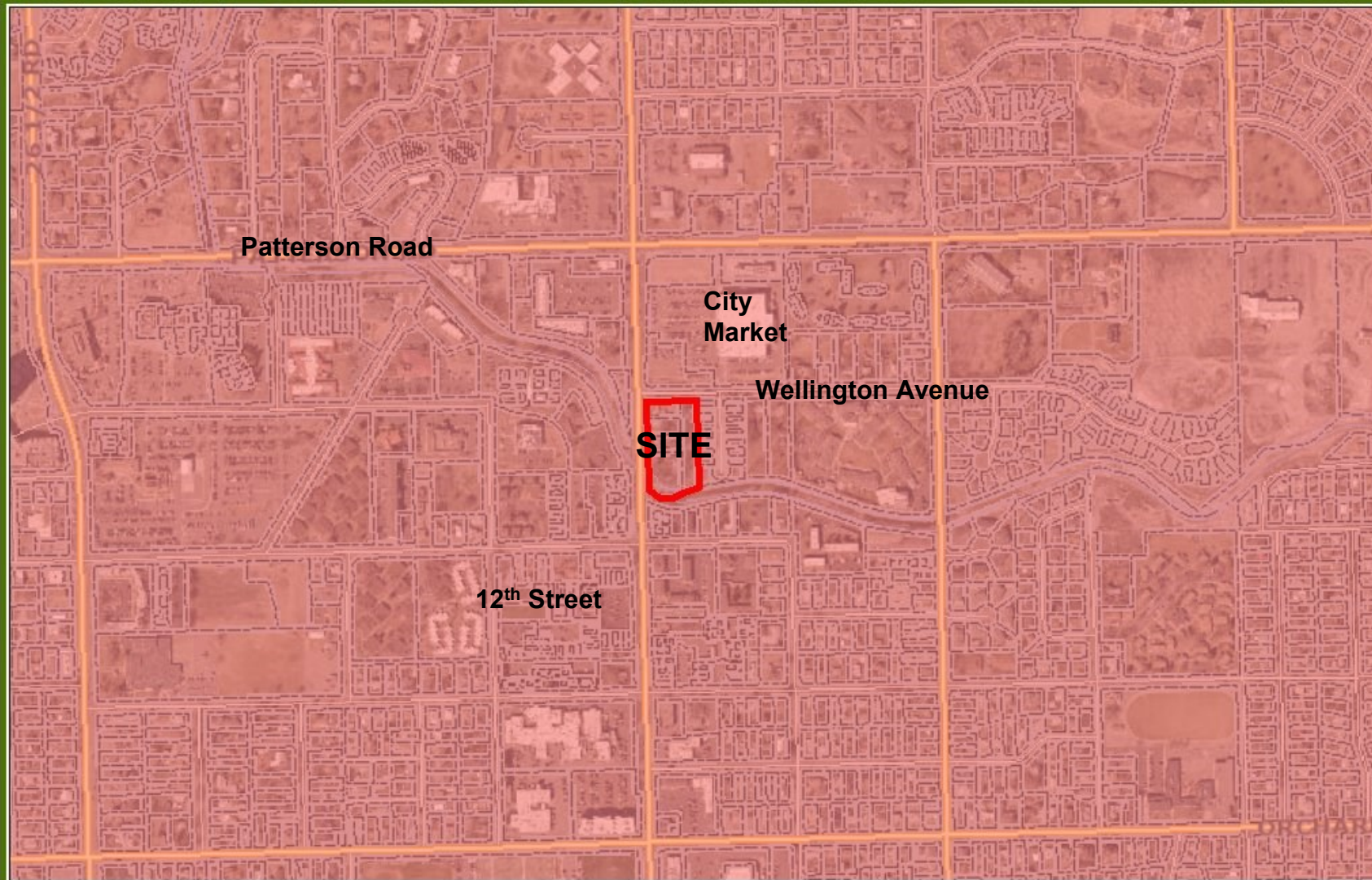
SUGGESTED MOTION:

I move to approve the proposed ordinance zoning properties located at 2404, 2412, 2424 and 2432 N. 12th Street and 1225 Wellington Avenue to R-24 (residential 24+ dwelling units per acre) and set a hearing for December 6, 2017.

Attachments

1. Levande 12th Street Maps
2. Levande on 12th Site Photographs
3. Levande on 12th Proposed Zoning Ordinance

Levande on 12th Vicinity Map with City Limits (Pink)



Printed: 10/2/2017

1 inch = 573 feet



Levande on 12th Location Map

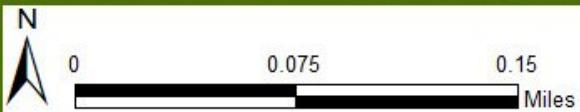
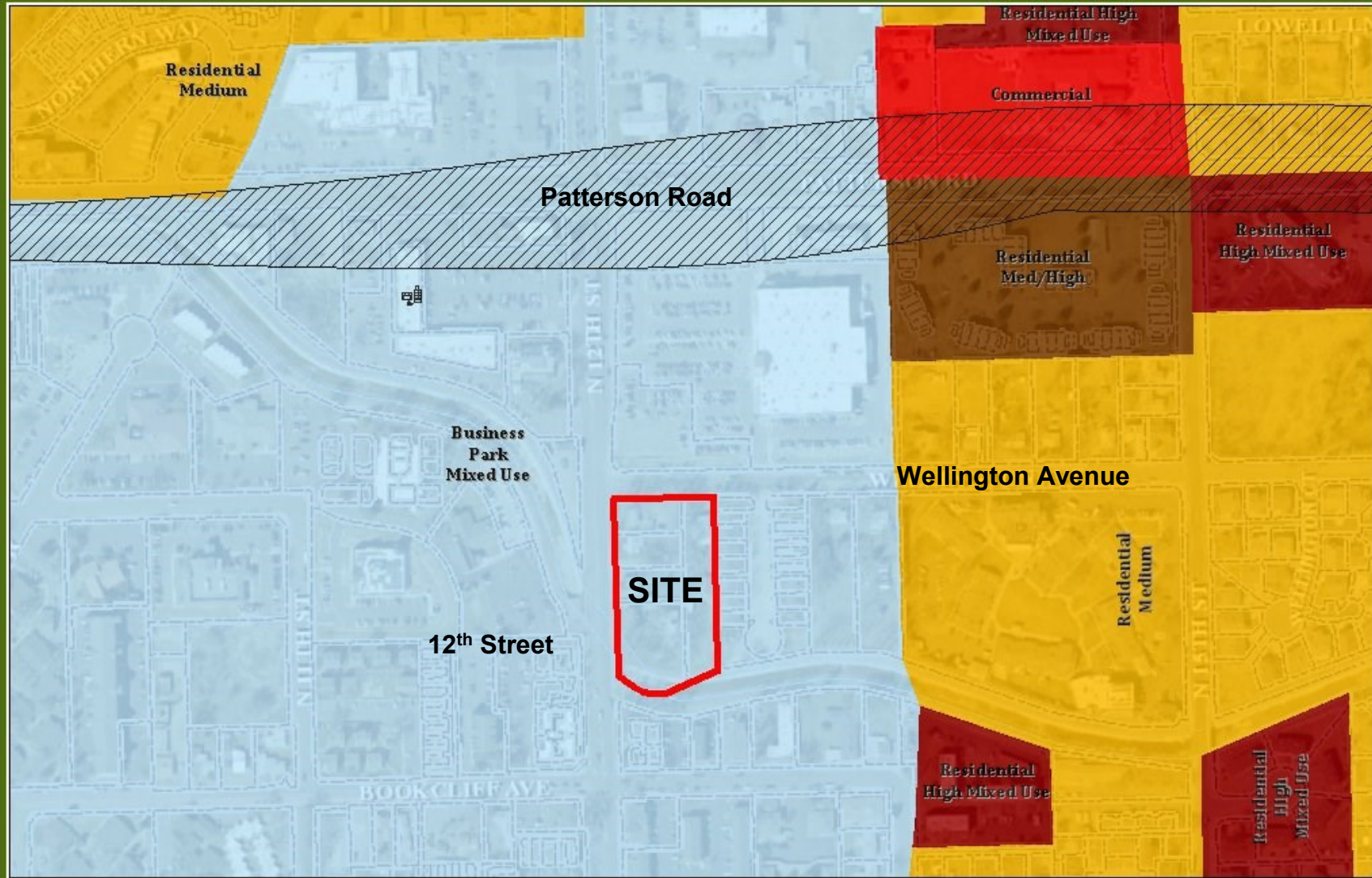


Printed: 10/2/2017

1 inch = 287 feet



Levande on 12th Future Land Use Map

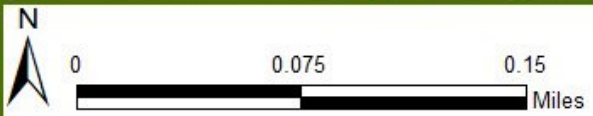
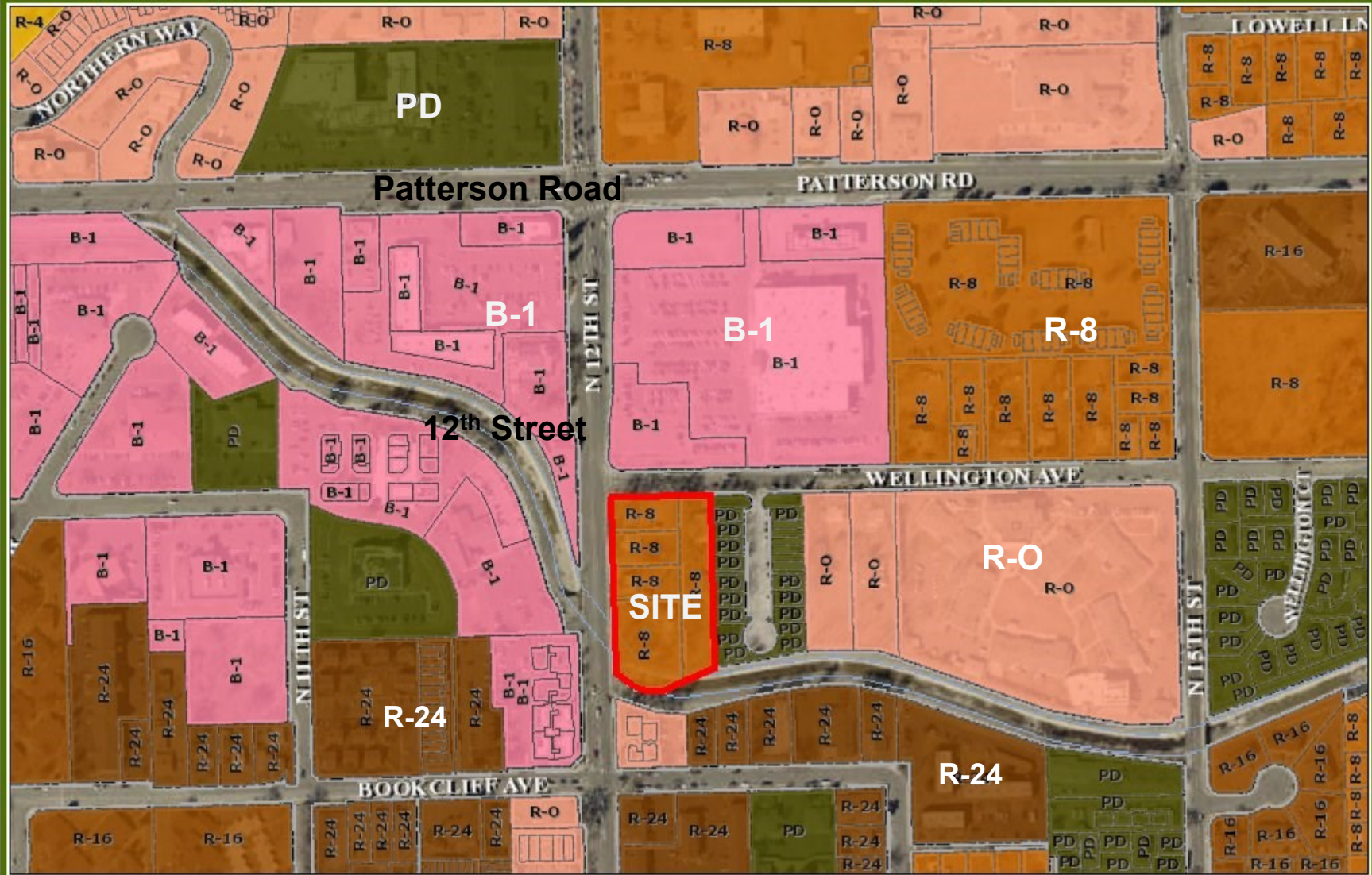


Printed: 10/2/2017

1 inch = 287 feet



Levande on 12th Existing Zoning Map



Printed: 10/2/2017

1 inch = 287 feet





LEVANDE ON 12th – Looking East



LEVANDE ON 12th – Looking South



LEVANDE ON 12th – Looking Southeast at Intersection of 12th Street and Wellington Avenue



LEVANDE ON 12th – Looking East from 12th Street – Existing Homes on Site

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING PROPERTIES LOCATED AT
2404, 2412, 2424 and 2432 N. 12th Street AND 1225 WELLINGTON AVENUE
R-24 (RESIDENTIAL 24+ DWELLING UNITS PER ACRE)**

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the proposed Levande on 12th Apartments located at 2404, 2412, 2424 and 2432 N. 12th Street and 1225 Wellington Avenue from an R-8 (Residential 8 dwelling units per acre) to R-24 (Residential 24+ dwelling units per acre) zone district, finding that it conforms to and is consistent with the Comprehensive Plan Future Land Use Map designation of Industrial, the goals and policies of the Comprehensive Plan, and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-24 (Residential 24+ dwelling units per acre) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING PROPERTY WHICH IS COMPRISED OF THE FIVE PARCELS SHALL BE ZONED R-24 (RESIDENTIAL 24+ DWELLING UNITS PER ACRE):

A tract of land situated in the NW Quarter of the NW Quarter of Section 12, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction, Mesa County, Colorado being more particularly described as follows:

Commencing at the Northwest corner of the Southwest 1/4, Northwest 1/4, Northwest 1/4 of said Section 12, from whence the North 1/16 corner on the West line of said Section 12 bears S 0°05'16" W a distance of 659.21 feet: thence S 49°14'13" E a distance of 46.16 feet to a point on the South Right of Way for Wellington Avenue as recorded at Reception Number 10467, the East Right of Way for 12th Street as recorded at Reception Number 1094813, both of the Mesa County Clerk and Recorder's Office and the Point of Beginning; thence S 89°45'21" E along said South Right of Way a distance of 225.00 feet; thence S 0°14'33" W a distance of 417.54 feet to the centerline of the Grand Valley Canal; thence along the centerline of said Canal for the following five (5) courses:

- 1.) S 84°16'13" W a distance of 41.26 feet to the start of a curve to the right;
- 2.) along said curve to the right a distance of 83.62 feet with a radius of 200.00 feet and a central angle of 23°57'17", whose chord bears N 83°45'09" W a distance of 83.01 feet;

3.) N 71°46'30" W a distance of 45.18 feet;

4.) N 60°32'40" W a distance of 54.26 feet;

5.) N 31°35'17" W a distance of 19.17 feet;

Thence leaving the centerline of the Grand Valley Canal N 0°05'16" E along the East right of way for 12th Street a distance of 356.44 feet to the Point of Beginning. Said Parcel Contains 2.10 acres

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.

ATTEST:

City Clerk

Mayor



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: November 15, 2017

Presented By: Kathy Portner, Community Services Manager

Department: Community Development

Submitted By: Kathy Portner, Community Services Manager

Information

SUBJECT:

A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for the Development of Las Colonias Business Park

RECOMMENDATION:

Adopt a Resolution Authorizing the City Manager to Submit a Grant Request to the Colorado Department of Local Affairs for the Development of the Las Colonias Business Park.

EXECUTIVE SUMMARY:

This request is for authorization to submit a request to the Colorado Department of Local Affairs for a \$1 million grant, with a local match of \$1 million, for the development of Las Colonias. The project includes the integration of the Business Park components with the community infrastructure and amenities.

BACKGROUND OR DETAILED INFORMATION:

The Las Colonias Planned Development zoning set the vision and provides guidance and establishes appropriate land uses for the 147 acre Las Colonias site. Conceptual design of the business park includes the development of approximately 10% of the entire Las Colonias Park for the location of several businesses in a campus setting combined with public park amenities consistent with the Las Colonias Park Master Plan.

Guiding Principles

The Guiding Principles for the proposed Planned Development (PD) zone district are

to:

- Establish a business park within a recreational park in a location near the Colorado River.
- Protect the Colorado River and its floodplain and habitat.
- Plan for future development in the business park using principles of compact development, appropriate architectural standards and good site design.
- Establish appropriate uses of the open space, relying on the list of amenities established in the Las Colonias Park Master Plan.

Several components of the Las Colonias property have been completed, including Phase I park improvements and the Amphitheater. Completion of the east end of the property will include original elements contemplated in the 2013 Master Plan such as a boat ramp, dog park, zip line and festival area, as well as the business park for outdoor related businesses and retail/restaurant pad sites.

A grant request for the completion of the road, connecting the amphitheater area to the business park, and providing irrigation water to the site is currently under review by DOLA. This second request will include the road connection along the east end of the property, providing access to the remainder of the business pad sites, the proposed boat launch and 27 ½ Road.

FISCAL IMPACT:

If awarded, a local match of \$1 million will be required and is included in the budget for the business park project.

SUGGESTED MOTION:

I move to adopt Resolution No. 68-17 - A resolution authorizing the City Manager to submit a grant request to the Department of Local Affairs' Energy and Mineral Impact Assistance Program for development of Las Colonias Business Park.

Attachments

1. Proposed Resolution



**CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. ___-17**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT
REQUEST TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS' (DOLA)
ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM FOR DEVELOPMENT
OF LAS COLONIAS BUSINESS PARK**

RECITALS.

The Las Colonias Planned Development zoning set the vision and provides guidance and establishes appropriate land uses for the 147 acre Las Colonias site.

Conceptual design of the business park includes the development of approximately 10% of the entire Las Colonias Park for the location of several businesses in a campus setting combined with public park amenities consistent with the Las Colonias Park Master Plan.

Guiding Principles

The Guiding Principles for the proposed Planned Development (PD) zone district are to:

- Establish a business park within a recreational park in a location near the Colorado River.
- Protect the Colorado River and its floodplain and habitat.
- Plan for future development in the business park using principles of compact development, appropriate architectural standards and good site design.
- Establish appropriate uses of the open space, relying on the list of amenities established in the Las Colonias Park Master Plan.

Several components of the Las Colonias property have been completed, including Phase I park improvements and the Amphitheater. Completion of the east end of the property will include original elements contemplated in the 2013 Master Plan such as a boat ramp, dog park, zip line and festival area, as well as the business park for outdoor related businesses and retail/restaurant pad sites.

The grant request to DOLA for \$1 million, with a \$1 million match would be used for a portion of the public improvements required for the completion of the east end of Las Colonias Park.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction does hereby authorize the City Manager to submit a \$1 million grant request in accordance with and pursuant to the recitals stated above to the Department of Local Affairs' Energy and Mineral Impact Assistance Program for development of Las Colonias Business Park.

Dated this ____ day of _____ 2017.

Rick Taggart
President of the Council

ATTEST:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: November 15, 2017

Presented By: Allison Blevins, DGJBID Executive Director

Department: Downtown GJ Business Improvement District

Submitted By: Allison Blevins, DGJBID Executive Director

Information

SUBJECT:

Downtown Grand Junction Business Improvement District's 2017 Annual Report and 2018 Operating Plan and Budget

RECOMMENDATION:

The DGJBID Board reviewed and approved the 2018 Operating Plan and Budget and recommends City Council approval.

EXECUTIVE SUMMARY:

Annually the DGJBID files an Operating Plan and Budget with the City Clerk by September 30th. The City Council then approves or disapproves the plan and budget. The plan was reviewed by the DGJBID Board and submitted within the required timeline. After further review by City staff, the plan was found to be reasonable.

BACKGROUND OR DETAILED INFORMATION:

In 2005, the City Council created the Downtown Grand Junction Business Improvement District (BID), approved their 2006 Operating Plan and Budget, conducted a mail ballot election to create a Special Assessment, and then turned over the board to the DDA. State Statutes (31-25-1212 C.R.S.) require business improvement districts to submit an operating plan and budget. The municipality shall approve or disapprove the operating plan and budget.

FISCAL IMPACT:

The City of Grand Junction makes an annual Payment In Lieu of Tax (PILT) to the BID. In 2017 the City transferred \$13,466 to the BID; that amount remains unchanged in the

2018 proposed budget.

SUGGESTED MOTION:

I move to approve the Downtown Grand Junction Business Improvement District's 2018 Operating Plan and Budget.

Attachments

1. DGJBID Annual Report and Operating Plan
2. DGJBID Budget



Downtown Grand Junction Business Improvement District
2017 Annual Report and 2018 Operating Plan & Budget

Annual Reporting Requirements

Pursuant to C.R.S. 31-25-1211, Business Improvement Districts shall file an operating plan and proposed budget for the coming year with the City Clerk by September 30 of each year. This report also includes a final budget from 2017 as well as the adopted budget for 2018.

History of the Business Improvement District

The Downtown Grand Junction Business Improvement District (BID) was approved in November 2005 and implemented in FY2006. The BID covers an area of approximately 40 blocks of the commercial core of the downtown area, and comprises over 600 property owners and businesses representing a mix of retail, restaurants, professional services and commercial activities. The BID is funded by district property owners who pay an annual special assessment based on square footage of ground floor space within the BID boundary. In some cases the responsibility for paying the assessment is passed through to the property tenant. The 2018 budget reflects a 5% increase in the BID assessment resulting in about \$7,000 in increased revenue with a total assessment of \$154,270. The BID board is authorized to raise the assessment up to 5% per year. However, in the 12 years the BID fee has been assessed, this will only be the fifth time the assessment has been raised, including an increase in 2017. Two properties petitioned into the BID this year as well.

Additional BID funding comes from Payments in Lieu of Taxes from the City of Grand Junction and the Downtown Development Authority (DDA), program revenues from special events, and sponsorships.

C.R.S. 31-25-1201 et. Seq. authorizes the following services that may be provided within a BID:

- Consulting with respect to planning or managing development activities
- Maintenance of improvements, by contract, if it is determined to be the most cost-efficient
- Promotion or marketing of district activity
- Organization, promotion, marketing, and management of public events
- Activities in support of business recruitment, management, and development
- Security for businesses and public areas located within the district
- Snow removal or refuse collection, by contract, if it is determined to be the most cost-efficient
- Providing design assistance

Establishment of the BID was accomplished by adoption of Ordinance 3815 organizing the BID and approving its initial operating plan and budget, and a concurrent TABOR ballot measure submitted to the eligible district voters approving the special assessment. Marketing and promotion/special events were identified as the initial services to be offered by the BID, but provision was made for the implementation of any of the statutorily permitted services. Where a BID is located largely within an existing DDA district, state law gives the City Council the option to designate the DDA Board of Directors as the BID Board of Directors; Grand Junction City Council selected this option in creating the BID.

On December 17, 2014, the City Council authorized continuation of the BID. The BID will be up for renewal again in 20 years.

Organizational Structure

Historically the management of the BID has been delegated to the DDA Director. With the departure of the executive director in 2015 the DDA/BID board decided to separate the position of executive director into two positions, one for the DDA and one for the BID. The DDA and BID work together to share resources, including staff, office space, marketing and much more.

In January we hired a new event coordinator, Caitlyn Love, at half time and, with board approval, she has worked up to a full time position starting in July 2017. With the addition of new events and the desire to staff the office as much as possible, we've found that the position requires full time coverage.

Staffing

2018 staff labor and benefits are apportioned between the BID and the DDA as follows:

Event Coordinator: full time, 100% BID
BID Executive Director: 3/4 time, 100% BID
Seasonal Event Staff: 100% BID
DDA Executive Director: full time, 100% DDA
Admin Specialist: full time, 100% DDA

BID Services

General District Marketing & Communication

The marketing and advertising of Downtown remains a central function of the BID. The BID budgeted \$80,000 in FY2017 for marketing expenses, including expenses related to marketing special events.

Our marketing focused on a Shop Local campaign that will continue into 2018. By creating co-op marketing opportunities we were able to stretch our marketing dollars by more than double and allow our businesses to participate in specific marketing for their business that also benefits the district. The goal was to create one cohesive message that can be applied to multiple businesses. Our goal in this campaign was to start to shift the values of the

community back to supporting local business rather than shopping online. 20 Downtown businesses participated in the Shop Local bus bench co-op and 24 businesses participated in the Shop Local commercial co-op.

Our Shop Local campaign has focused on storytelling as a way to emotionally connect the public to business owners and their businesses which in turn makes people want to support them. We launched a monthly business spotlight in the Out and About section of The Daily Sentinel featuring the story of a business owner each month. In August we launched The Downtown Show on KAFM, a monthly 15 minute radio show that also focuses on storytelling.

Communication with the district constituents has continued to work well and we employ multiple ways of keeping BID members informed and connected. With the formation of the Leadership Committee in 2016, we've seen increased involvement within the constituency. Many business owners are re-engaging into the Downtown community.

In 2016, the BID received an assistance grant from CHAMP, a program of the Colorado Tourism Office. The assistance we received was completed in June 2017 and through it we have a plan to market Downtown to visitors outside of our community. The 2018 BID budget reflects an increase in marketing to begin to implement this plan.

We partnered with the DDA to bring a mini-conference to our constituents through Downtown Colorado, Inc. This conference focused on topics such as how to pivot in an Amazon world, making the most out of Downtown Events, succession planning and marketing techniques.

City/Downtown Partnership

In the spring we worked closely with the City to help implement a one year pilot of a mobile app to pay for parking. During that time we also assisted the City in working with Downtown constituents to implement a parking fee increase that worked well for customers, employees and business owners in the district.

We worked closely with the new Downtown Police Officers as they determined a good approach to curbing specific issues in the Downtown core. We also worked closely with Parks Patrol as they took over parking enforcement, helping to train them and troubleshoot issues.

The Parks Department launched an Ambassador Program modeled after the program in Durango and we assisted in training Ambassadors, gathering gift card incentives from Downtown businesses and purchasing their uniforms.

We worked to strengthen our partnership with the Parks Department in maintaining the Downtown Shopping Park. They continue to be wonderful partners and support Downtown in day-to-day needs as well as during events.

Special Events

Downtown special events support general marketing by increasing exposure to Downtown businesses to large numbers of people. Events also play an essential role in reinforcing Downtown as the cultural and social center of the community.

In 2017, the BID continued to follow through on the changes made in 2014 to the format and content of BID-produced events. The Grand Junction Off-Road was again produced as a combined event with the Downtown Music Festival. The event was again well received by the public and the combination of the event removed some of the burden that retailers often feel from multiple street closures. Though the BID did not produce the beer garden for this event this year, we managed to raise enough sponsorships, largely thanks to Epic Rides, to continue to produce the event. It was, by far, the most well-attended music festival we have ever produced.

Farmers Market continued with the layout change implemented in 2014 as well as the renewed focus on local farmers and food. Attendance at Farmers Market remained steady and feedback from the final Farmers Market. This is a street concert that we are producing in conjunction with CMU, with sponsorship from The Rockslide, as a way to draw students from CMU down the 10th street bike path to Downtown.

The Second Annual Downtown Art Festival will happen on October 6 & 7 and will coincide with the DDA's installation of the 2017 Art on the Corner temporary exhibit. The vision of the Art Festival is to expand into a community-wide schedule of arts related events but will begin this year with an expanded First Friday event in the Downtown core that will reach into Saturday with Downtown businesses organizing events, performances or art displays in their businesses. The BID will take the lead in organizing the schedule of events and assisting the downtown businesses with locating artists when needed.

Special event production costs decreased in 2017 without the expense of the Music Festival beer garden. Costs are projected to remain the similar for 2018.

2018 Objectives

- Shift management of special Event permitting of Downtown events from the City to the BID with an updated Special Event policy that better reflects the needs of the district. Work with the City to rework the Public Right-of-Way ordinance to work in the best interest of BID members.
- Work with Downtown Businesses to expand business hours to reflect the modern-day needs of locals and visitors as well as taking advantage of our busy restaurants.

- Continue to engage members through committees and meetings in order to foster greater member involvement.
- Continue to partner with Colorado Mesa University to draw students and their parents to the downtown core.
- Fine-tune all events with a special focus on newer events such as the Art Festival, Tour de Rock, Spooktacular and the 4th of July parade.
- Continue to rollout and expand the Downtown brand, including better signage and banners. Work with the DDA on expanding Wayfinding for the Downtown area.
- Continue the Shop Local campaign with a special emphasis on story-telling that encourages community members to shop Downtown.
- Expand ways to offer co-op marketing opportunities to Downtown businesses.
- Focus on tourism marketing to draw visitors to Downtown specifically.
- Continue to focus on the BID's long-term goal to expand the district to South Downtown via the 7th Street corridor.

Fund Balance Summary

The BID ended FY2016 with a fund balance of \$12,721. The FY2017 BID budget projected a surplus of \$7,668, but the year-end projection is revised to end with a surplus of \$6,026.

2018 Budget

The 2018 Budget reflects continued stability in the way we manage the budget. We are working to keep costs as lean as possible and to increase income by selling more sponsorships so we can maximize both event and marketing efforts.

The BID board opted to raise the BID assessment by the allowed 5% for 2018 which accounted for approx. \$7,000. The last time the BID assessment was raised was in 2017.

As the BID moves forward, we will continue to seek sponsorship for our events and work to leverage our marketing dollars in ways that benefit the individual members of the BID as well as the BID as a whole. Our hope is that the district continues to thrive, with our support, as it has in 2017. We're proud to have 17 new businesses opening or planning to open in 2017 and to hear from our constituents that things are looking up.

DOWNTOWN GRAND JUNCTION BID				
FY 2018				
711 FUND	CGJ Acct #	Adopted 2017	Ammended 2017	2018
REVENUE				
DDA PILT	4200-04	\$ 27,500	\$ 27,500	\$ 27,500
Special Assessments	4500	\$ 147,270	\$ 147,270	\$ 157,418
CITY PILT	4750	\$ 13,466	\$ 13,466	\$ 15,218
Interest	4610	\$ 300	\$ 300	\$ 300
Gift Card Revenue	4700_03		\$ 1,000	\$ 1,000
Special Events				
Income	4170	\$ 37,100	\$ 40,600	\$ 40,600
Music Festival Epic Contribution	4700	\$ 17,500	\$ 21,500	\$ 21,500
Music Festival Beer Sales	4363_03	\$ 35,000	\$ 0	
Sponsorships	4360	\$ 30,000	\$ 41,714	\$ 45,000
tee shirt sales	4300	\$ 1,000	\$ 1,000	\$ 1,000
License/Permit Revenue	4100	\$ -	\$ 6,000	\$ 6,000
TOTAL		\$ 309,136	\$ 300,350	\$ 315,536
EXPENSES				
Labor & Benefits	5000-5900	\$ 110,392	\$ 119,992	\$ 127,130
Seasonal Staff	5290	\$ 13,464	\$ 13,464	\$ 15,355
Operating	6105	\$ 5,200	\$ 5,200	\$ 4,550
Marketing	6400	\$ 75,000	\$ 80,000	\$ 87,000
Credit Card Fees	7310-02	\$ 2,000	\$ 2,000	\$ 2,000
Treasurer's Fee	7310-07	\$ 2,850	\$ 2,850	\$ 3,156
Gift Card Program				
Monthly Maintenance Fee	7410	\$ 2,400	\$ 2,400	\$ 2,400
COGS (tee shirts)	6010	\$ 1,000	\$ 1,000	\$ 1,000
Maintenance Truck & Kiosk	6210	\$ 500	\$ 500	\$ 500
Postage/Freight	6120	\$ 225	\$ 225	\$ 225
Telephone	6510			\$ 650
Events	7700	\$ 88,437	\$ 66,693	\$ 69,993
TOTAL		\$ 301,468	\$ 294,324	\$ 313,959
NET REVENUE (LOSS) ACTUAL		\$ 7,668	\$ 6,026	\$ 1,577
FUND BALANCE SUMMARY				
	12/31/14	\$ 60,351		
	12/31/15	\$ 11,035		
	12/31/16	\$ 12,721		
Projected	12/31/17	\$ 18,747		



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: November 15, 2017

Presented By: Jay Valentine, Deputy Finance Director, Vara Kusal, Executive Director Horizon Drive Association Business Improvement District

Department: Finance

Submitted By: Jay Valentine, Deputy Finance Director

Information

SUBJECT:

Horizon Drive Association Business Improvement District's 2017 Annual Report and 2018 Operating Plan and Budget

RECOMMENDATION:

Approve the Horizon Drive Association Business Improvement District's 2018 Operating Plan and Budget.

EXECUTIVE SUMMARY:

Every business improvement district is required to file an operating plan and budget with the City Clerk by September 30th each year. The City Council then approves or disapproves the plan and budget by December 5th. The plan and budget were approved by the Horizon Drive Business Improvement District Board. The Operating Plan and Budget were discussed with City Council at the October 16 Workshop.

BACKGROUND OR DETAILED INFORMATION:

In 2004, the City Council created the Horizon Drive Association Business Improvement District, approved the 2005 Operating Plan and Budget and appointed the board. State Statutes (31-25-1212 C.R.S.) require business improvement districts to annually submit an operating plan and budget. The municipality shall approve or disapprove the operating plan and budget by December 5th so the BID can file its mill levy certification with the County Assessor by December 10th.

FISCAL IMPACT:

The preliminary assessed valuation of the Horizon Drive Business Improvement District is \$38,368,010. The District assess a 2.77 mill levy which is expected to generate approximately \$106,000.

SUGGESTED MOTION:

I move to approve the Horizon Drive Association Business Improvement District's 2018 Operating Plan and Budget.

Attachments

1. Horizon Drive BID Budget
2. Horizon Drive BID Operating Plan

2018 Budget

General Fund	2016	2016	2017	2017	2017	2018
	Budget	Actuals	Budget	YTD	Projected Year End	Budget
FUND BALANCE - Beg. Year			340,866	340,866	340,866	136,475
ESTIMATED REVENUE						
BID's Mil Levy	214,000	216,577	106,930	108,940	115,440	215,408
Interest	50	41	50	14	28	50
Refund, Phase 1	479,000		53,009			
TOTAL REVENUES	693,050	216,618	159,989	108,954	115,468	215,458
BUDGETED EXPENDITURES						
GENERAL Operating Expenses:						
Elections						
Administration						
Financial	2,700	3,200	3,300	1,740	3,000	3,000
Audit	2,700	2,600	2,700	2,700	2,700	2,700
Insurance	3,000	2,367	3,000	2,598	2,598	2,600
Legal	5,000	4,200	5,000	3,746	5,500	5,000
Payroll Expenses and Benefits	64,204	65,608	66,920	38,942	66,920	68,258
Operations						
Rent & other	7,500	6,801	7,500	5,331	8,000	7,500
Marketing & Comm.	5,000	7,819	5,000	9,627	10,000	10,000
Maintenance/repair	5,000	5,757	5,000			5,000
TOTAL GENERAL Operating Expense:	95,104	98,352	98,420	64,684	98,718	104,058
DISTRICT Services:						
Horizon Drive Corridor						
Planning & Design	21,400	15,121			3,851	4,500
Art on Horizon	100,000	100,000	50,000	50,000	50,000	
Remaining Phase 1 Landscaping	58,000	43,704				
Phase 3 Landscaping			32,000	2,184	24,823	25,000
Broadband						5,000
Public safety					2,000	2,000
Trash Cans						6,000
TOTAL DISTRICT Services	179,400	158,825	82,000	52,184	80,674	42,500
CAPITAL Outlay:						
Debt Service	68,500		68,429	68,429	68,429	58,679
RAMP Matching Funds	686,564	235,914				
Light Fixtures	163,509		125,046	72,038	72,038	
TOTAL CAPITAL Expense:	918,573	235,914	193,475	140,467	140,467	58,679
TOTAL EXPENSES	1,193,077	493,091	373,895	257,335	319,859	205,237
Net Income	-500,027	-276,473	-213,906	-148,381	-204,391	10,221
FUND BALANCE - End Year			126,960	192,485	136,475	146,696
Reserve Balance (Years of General Operating Expense in Fund Balance)			1.29	2.98	1.38	1.41



HORIZON DRIVE **District**

Gateway to Grand Junction

Service & Operating Plan 2018

INTRODUCTION

The Horizon Drive District (the “District”) is comprised of commercial properties within the general geographic areas of Horizon Drive between G Road and H Road. The District was formed in 2004 under Colorado Revised Statute 31-25-1201, which allows Business Improvement Districts to be formed within municipalities of Colorado, and to levy and collect ad valorem taxes on commercial property within the boundaries of the District. The City of Grand Junction oversees the District and appoints the Board of Directors.

As a gateway to Grand Junction, the District is often the first and lasting impression people have of the City of Grand Junction. As such, City government also takes an active role and fiscal partnership in the maintenance and improvements to the District.

The Horizon Drive District is home to more than 200 businesses, including 70% of the City’s lodging, and has an overall economic impact of \$300 million annually. The District sees 7 million cars annually and connects the community and travelers to the Regional Airport, Downtown, Colorado Mesa University and points between.

The mission of the Horizon Drive District is to build community, enhance the beauty and advocate the economic vitality of the Horizon Drive District.

During the year 2017, the District’s efforts focused on redefining the Strategic Plan following the successful completion of Phase 1 of the Corridor Improvement Project in August of 2016. Stated goals and projects adopted in the 2017 Strategic Plan are as follows:

Capital Improvement Projects:

- Phase 2 of the Corridor Improvement Project – South of I-70 to G Road
- Phase 3 Landscaping – Curb buffer zone north of I-70 to the airport
- Horizon Drive Trail
- Gore Area Landscaping
- Art on Horizon

VISIT THE DISTRICT

WWW.HORIZONDRIVEDISTRICT.COM

970.985.1833

P.O. Box 4191 Grand Junction, CO 81502

Ongoing Projects:

- Shuttle bus to downtown and special events
- District expansion
- Development of residential projects / other
- Marketing

In accordance with the Board's stated objectives, the District adopts the following general Service & Operating Plan for 2018:

2018 GOALS

1. Improve Safety – Mitigate pedestrian safety hazards, improve pedestrian connectivity between District businesses, plan for critical growth and necessary safety improvements, as well as enhance overall safety, traffic flow, and efficiency of travel. An area of continued concern is the Phase 2 section of the Corridor Improvement Master Plan where three pedestrian fatalities have occurred in recent years, between G Road and Interstate 70.
2. Stimulate Economic Development – Encourage development of un-developed parcels, as well as improvements on existing parcels within the District, to enlarge the tax base and economic impact for the benefit of Grand Junction, as a direct result of infrastructure improvements.
3. Enlarge the District. Continue efforts to strategically enlarge the District by voluntary annexation of adjacent parcels and nearby parcels that logically benefit from and fit within the District sphere of influence. Progress towards accomplishing this objective have been enhanced by the substantive and tangible improvements to the District in Phase 1 that demonstrate benefits to potential stakeholders.
4. Improve the District Image and neighborhood identity. The District is the “Gateway to Grand Junction,” as well as a distinct neighborhood continuing to define its identity. The District is currently developing and implementing a multi-tier strategy to promote its distinct image and develop the unique District neighborhood aesthetic. These objectives are critical to the District as the “front door” to Grand Junction. Progress made in 2017 to create a unified look for the corridor by landscaping the curb buffer zone from the airport to where Phase 1 ended north of I-70 with the same landscaping rock will continue in 2018.

SERVICES AND IMPROVEMENTS OFFERED BY THE DISTRICT

- Plan for future growth and enhance the District with long range planning of improvements.
- Represent the District in decisions that may impact the area.
- The District is allowed to make and contemplate a broad range of public improvements including, but not limited to: streets, sidewalks, curbs, gutters,

pedestrian malls, streetlights, drainage facilities, landscaping, decorative structures, statuary, fountains, identification signs, traffic safety devices, bicycle paths, off street parking facilities, benches, restrooms, information booths, public meeting facilities, and all incidentals, including relocation of utility lines.

GOVERNANCE OF THE DISTRICT

- The Board of Directors is appointed by the Grand Junction City Council.
- The Board of Directors appoints management staff in accordance with District Bylaws.

POWERS OF THE DISTRICT

- The power to levy taxes against taxable commercial property.
- To consider and, if deemed necessary, provide services within the District including but not limited to:
 - Management and planning
 - Maintenance of improvements, by contract if necessary
 - Promotion or marketing
 - Organization, promotion and marketing of public events
 - Activities in support of business recruitment, management and development
 - Snow removal or refuse collection / recycling
 - Design assistance
- To acquire, construct, finance, install and operate public improvements and to acquire and dispose of real and personal property.
- To refund bonds of the district.
- To have management, control and supervision of business affairs of the district.
- To construct and install improvements across or along any public street, alley or highway and to construct work across any stream or watercourse.
- To fix, and from time to time increase or decrease, rates, tolls, or charges for any services or improvements. Until paid, such charges become a lien on commercial property in the District, and such liens can be foreclosed like any other lien on real or personal commercial property.
- The power to sue and to be sued, to enter into contracts and incur indebtedness, to issue bonds subject to statutory authority.

2018 BUDGET

Please see attached 2018 Budget.



Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: November 15, 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, Holding a Public Hearing for November 15, 2017 and Setting a Public Hearing for December 6, 2017

RECOMMENDATION:

The 2018 Recommended Budget will be presented at this meeting and then will be open for City Council to hear public comment on the budget. Staff recommends that the budget is finalized after public comment, and be considered for adoption at the public hearing on December 6, 2017.

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 continue 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 for December 6, 2017.

Attachments

1. 2018 Budget 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

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 1st day of November, 2017.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this _____.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #5.a.ii.

Meeting Date: November 15, 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

RECOMMENDATION:

The Downtown Grand Junction Business Improvement District 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).

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 certain real property located at 118 S 7th Street, which property is described in the attached Verified Petition (the Property) executed by Maria V Maestas and Alfred R Maestas, owners. The Property is within the boundary of the District and is not classified for property tax purposes as either agricultural or residential. Maria V Maestas and Alfred R Maestas 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 DGJBID 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 DGJBID 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 direct fiscal impact on the City. Based on the 2017 assessment, the revenue amount to the DGJBID 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 (adopt/deny) Ordinance No. 4773 - An ordinance expanding the boundaries of and including property located at 118 S. 7th Street into the Downtown Grand Junction Business Improvement District on final passage and order final publication in pamphlet form.

Attachments

1. 118 S7th signed petition DGJBID
2. BID Boundary Map inc. Las Marias
3. Ordinance 118 S 7th Street BID 2nd 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)

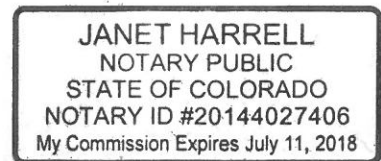
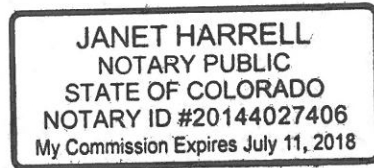
The foregoing instrument was acknowledged and sworn to before me this 25th day of

July, 2017, by Alfred R. Maestas

Witness my hand and official seal.

My commission expires: 7-11-2018

Janet Harrell
Notary Public

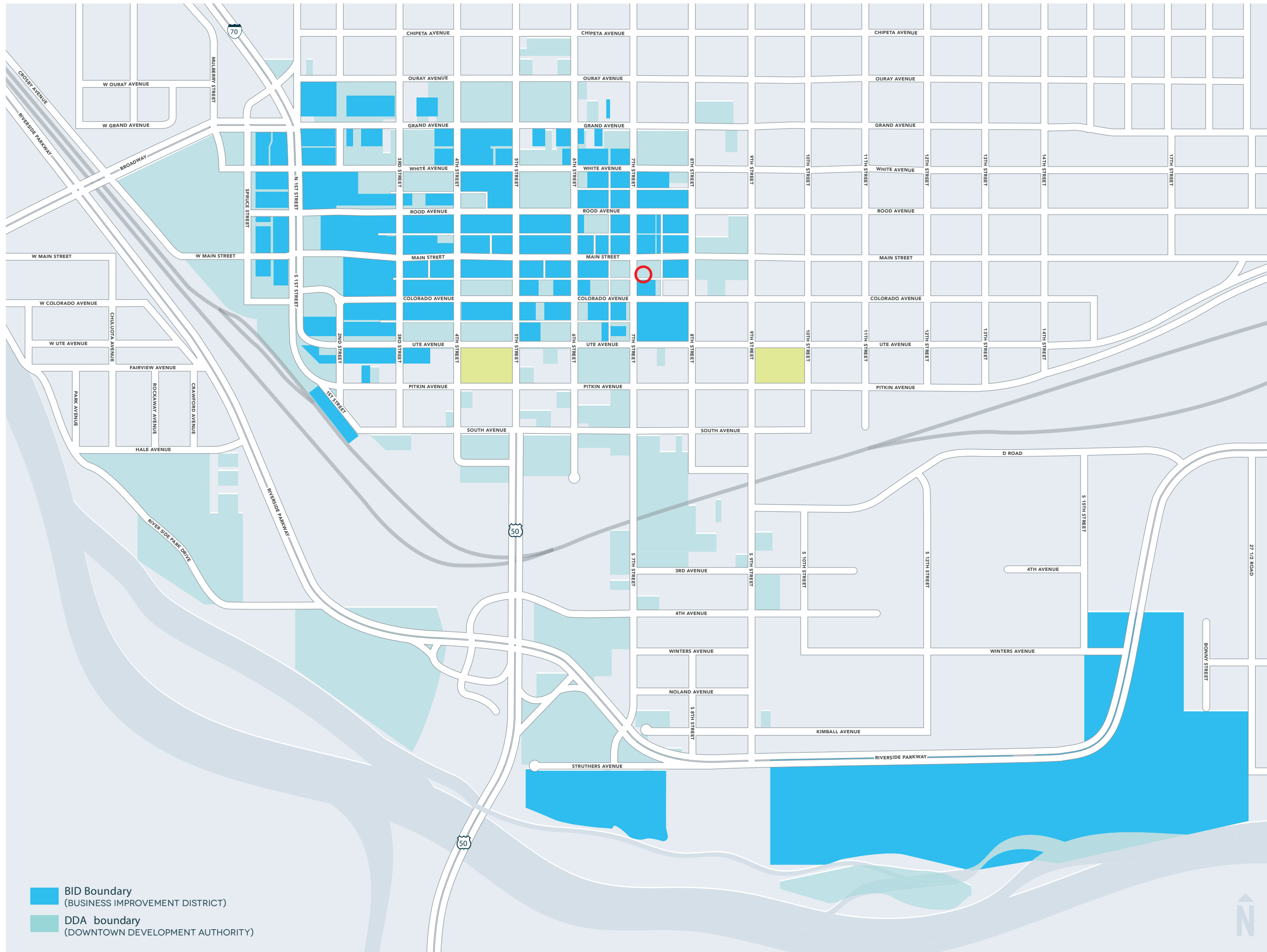


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ORDINANCE NO.

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 1st day of November, 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 #6.a.

Meeting Date: November 15, 2017
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver, City Attorney

Information

SUBJECT:

Resolution Regarding Las Colonias Master Lease and the Development Corporation Documents (CC&R, LCDC, Articles of Incorporation, Bylaws)

RECOMMENDATION:

Approval of Resolution No. 69-17 - A resolution authorizing the Master Lease, Covenants, Conditions and Restrictions (CC&R's) and the Articles of Incorporation and Bylaws for the Las Colonias Development Corporation.

EXECUTIVE SUMMARY:

With adoption of the proposed resolution the City Council will be furthering the development of 15 acres of the Las Colonias property known as the Las Colonias Business Park. The redevelopment will occur pursuant to a 25 year Master Lease from the City to the Las Colonias Development Corporation (LCDC), which will operate under the auspices of a 5 member board. The LCDC will sublease the developable sites and otherwise assist in the management and development of the project. In addition to the Master Lease the City Council will be approving the articles and bylaws of the LCDC and the Covenants, Conditions and Restrictions (CC&R's) for the project.

BACKGROUND OR DETAILED INFORMATION:

The City is the owner of approximately 147 acres, now known as Las Colonias Park, on which the former Climax uranium mill and ancillary operations were conducted for nearly three decades. The activities on and use of the property included the stockpiling of uranium mill tailings. The mill operations ceased in 1970; however, the tailings piles

remained until the Property was remediated in 1987-1994 pursuant to the 1978 Federal Uranium Mill Tailings Remediation Act (UMTRA). Upon completion of the remediation, the Property was conveyed to the State of Colorado and in turn the State conveyed it to the City in 1997. The use of the property, subject to the terms of the conveyance is, restricted by environmental covenants because of the prior use, the property has been unused/underused for more than 20 years. Following completion of the mill tailings clean-up, and pursuant to the environmental covenants, the City improved the property with the addition of a pedestrian/bike trail, a pedestrian bridge across the Colorado River, a restroom and small playground and construction of the Las Colonias amphitheater. The property has been master-planned to provide a combination of commercial and recreational opportunities.

In late 2015 Bonsai Design a local manufacturer of outdoor aerial adventure systems equipment approached the City, through the Grand Junction Economic Partnership about the possibility of constructing a demonstration area for its products, together with an office and research and development facility on a portion (approximately 4 acres) of the Property. Bonsai further suggested that the City explore the possibility of similarly developing some of the property for additional outdoor recreation oriented businesses consistent with the master plan which included an area of approximately 15 acres for commercial use.

Since the articulation of the concept, Bonsai, GJEP and City staff have developed the concepts further, which effort includes but is not limited to drawing schematic plans, preparing preliminary cost estimates for necessary infrastructure improvements, and meeting with State and Federal agencies concerning the environmental covenants and how those may be satisfied and allow the concept plans to become a reality.

In March 2017 the Grand Junction City Council considered a conceptual plan (Conceptual Plan) and heard a report on the efforts to date to develop that plan. The City Council unanimously endorsed the concepts of the conceptual plan and charged City staff, with the continuing support from GJEP and Bonsai to proceed with planning and development in accordance with the conceptual plan. That endorsement also included direction to take steps to develop an operational structure and business model for the development of the property as an outdoor recreation business park including development of certain outdoor park amenities, features and attractions, as generally described and depicted in the conceptual plan beginning with establishing a location for the Bonsai office and facilities and installation of the aerial adventure contributions by Bonsai.

In May 2017 the City Council adopted Ordinance No. 4746 zoning the Premises planned development (PD), and approved an Outline Development Plan for the Premises, all of which have been further refined and together with serve as the development plan for the project.

In July 2017 the City Council approved and authorized the City Manager to enter into a cooperative agreement with Bonsai.

On October 26, 2017 the Downtown Development Authority approved a financing arrangement to help fund the infrastructure for the project and on November 1 the City Council approved the same arrangement.

On November 15, 2017 the City Council will consider approval of a 25 year Master Lease, Covenants, Conditions and Restrictions ("CC&R's") concerning the property and the creation of the Las Colonias Development Corporation ("LCDC.")

If the City Council approves the Master Lease and the creation of the management structure with the LCDC, which when formed will be a Colorado nonprofit corporation, the LCDC will implement the concept plan for the redevelopment of Las Colonias to include the outdoor recreation business park together with certain amenities such as towers, zip line(s), a boat ramp, interactive play and wellness features and other concepts consistent with and generally shown in the conceptual plan.

FISCAL IMPACT:

There is no direct fiscal impact to the approval of these documents.

SUGGESTED MOTION:

I move to (adopt or deny) Resolution No. 69-17 - A resolution authorizing the content and the filing of the articles and bylaws of the Las Colonias Development Corporation and approval of the Master Lease of certain property at Las Colonias Park and the Covenants, Conditions, and Restrictions (CC&R's) concerning the property all for the purpose of facilitating the development of the Las Colonias Business Park in the City of Grand Junction, Colorado.

Attachments

1. Master Lease and Development Docs
2. Articles for LCDC
3. Bylaws of Las Colonias
4. Las Colonias Declarations
5. Resolution Las Colonias Development Corporation

**MASTER LEASE AND DEVELOPMENT AGREEMENT
FOR LAS COLONIAS BUSINESS AND RECREATION PARK**

THIS MASTER LEASE AND DEVELOPMENT AGREEMENT (“Agreement”, “this Agreement” or “the Agreement”) is made and entered into this ____ day of _____ 2017 by and between the Las Colonias Development Corporation, a Colorado nonprofit corporation (“LCDC”) and the City of Grand Junction, a Colorado home rule municipal corporation, (“City” or “the City”).

RECITALS:

- A. The City is the owner of approximately 147-acre site (“Property”) on which the former Climax uranium mill and ancillary operations were conducted for nearly three decades. The activities on and use of the Property included the stockpiling of uranium mill tailings. The mill operations ceased in 1970 and tailings piles remained until the Property was remediated in 1988 pursuant to the 1978 Federal Uranium Mill Tailings Remediation Act (UMTRA). Upon completion of the remediation, the Property was conveyed to the State of Colorado and in turn the State conveyed it to the City in 1997. The use of the Property, subject to the terms of the conveyance is, restricted by environmental covenants (“Environmental Covenants”), which have posed a significant impediment to the redevelopment of the Property and accordingly it has been unused/underused for more than 20 years.
- B. Following completion of the mill tailings clean-up, and pursuant to the Environmental Covenants, the City improved the Property with the addition of a pedestrian/bike trail, a pedestrian bridge across the Colorado River, a restroom and small playground and recently began construction of an amphitheater. The Property has been master-planned; however, the plan will be expensive to implement and the economy in the City has suffered, and continues to suffer, from the Great Recession.
- C. In late 2015 Bonsai Design, (“Bonsai”) a local manufacturer of outdoor aerial adventure systems equipment approached the City, through the Grand Junction Economic Partnership (“GJEP”), about the possibility of constructing a demonstration area for its products, together with an office and research and development facility on a small portion (approximately 4 acres) of the Property. Bonsai further suggested that the City explore the possibility of similarly developing some of the Property for additional outdoor recreation oriented businesses.
- D. Since the articulation of the concept, Bonsai, GJEP and City staff have developed the concept further, which effort includes but is not limited to drawing schematic plans, preparing preliminary cost estimates for necessary infrastructure improvements, and meeting with State and Federal agencies concerning the

Environmental Covenants and how those may be satisfied and allow the concept plans can be made a reality.

- E. On March 15, 2017 the Grand Junction City Council considered a conceptual plan (Conceptual Plan) and heard a report on the efforts to date to develop that plan. The City Council unanimously endorsed the concepts of the conceptual plan and charged City staff, with the continuing support from GJEP and Bonsai, to proceed with planning and development in accordance with the Conceptual Plan. That endorsement also included direction to take steps to develop an operational structure and business model for the development of the Property as an outdoor recreation business park including development of certain outdoor park amenities, features and attractions, as generally described and depicted in the conceptual plan beginning with establishing a location for the Bonsai office and facilities and installation of the aerial adventure contributions by Bonsai.
- F. In furtherance of the City Council's direction to create a management structure, the City Council approved the formation of the Las Colonias Development Corporation ("LCDC") on November 15, 2017. LCDC is authorized to implement the concept plan for the redevelopment of Las Colonias Park to include the outdoor recreation business park together with certain amenities such as towers, zip line(s), a boat ramp, interactive play and wellness features and other concepts consistent with and generally shown in the conceptual plan.
- G. On May 3, 2017, the City Council adopted Ordinance No. 4746 zoning the Premises planned development (PD), and approved an Outline Development Plan for the Premises. The parties have also developed Exhibit B and Exhibit C in accordance with the Conceptual Plan, the PD zoning ordinance and the ODP. Together these guiding documents are referred to herein as the Plan.
- H. Upon formation of LCDC, the City intends to lease a portion of the Property described in the attached Exhibit A and depicted on attached Exhibit B (referred to herein as the Premises) to LCDC and to charge LCDC, in accordance with this Agreement, to develop the Premises in accordance with the Plan and this Agreement.

SECTION 1 – GENERAL

1.01 CONSIDERATION FOR AND PURPOSE OF THIS AGREEMENT

The Parties enter into this Agreement for and in consideration of the lease of the Premises by the City to LCDC and the performance and observance by LCDC of the covenants and agreements set forth herein, including without limitation, LCDC's covenant and agreement to develop the Premises in accordance with the Plan.

1.02 INCORPORATION OF ATTACHED EXHIBITS AND ADDENDA

The Exhibits and Addenda attached to this Agreement shall be deemed incorporated in this Agreement by reference.

1.03 TRANSFER OF DECLARANT RIGHTS

By this Agreement, the City grants and transfers to LCDC its rights to establish protective covenants that run with the land for the Term of the lease. This right is not exclusive of the City; the City reserves the right to create and establish easements and other covenants benefitting and burdening the Property, and the Premises.

SECTION 2 – DEFINITIONS

Words and terms used in this Agreement shall mean as follows:

Improvements shall mean and refer to any and all buildings, parking areas, fences, screening, retaining walls, stairs, decks, hedges, windbreaks, plants, trees, shrubs, berms, ponds, trails, recreational facilities including zip line facilities, boat houses, storage houses or units, covered storage areas, signs, objects of art, mailboxes, delivery areas, drainage and irrigations facilities (including pumps, pipelines, drip lines, sprinklers) and other structures or landscaping of every type and kind situated on the Premises.

Lender Agreement shall mean an agreement requested by a mortgagee or prospective mortgagee of a Subtenant or prospective Subtenant that describes the rights and obligations of the parties thereto in the event of LCDC's breach of this Agreement or a Subtenant's breach of a Sublease.

Plan shall mean and refer to the Planned Development Zoning Ordinance, the approved Outline Development Plan, all approved Final Plan(s), and the attached Exhibit B.

Premises shall mean and refer to the land that is leased to LCDC by this Agreement, as described on Exhibit A and depicted on Exhibit B.

Property shall mean and refer to the 147 acre Las Colonias Park.

Public Use Areas shall mean and refer to those areas so designated on Exhibit B, which areas may include lakes, water features, public trails and walkways, and other park-like and/or pedestrian amenities.

Pad Site shall mean and refer to a subarea of the Premises designated by letter (A through H) on Exhibit B and which are intended to be developed for a particular purpose and leased to Subtenants. Exhibit B is a general depiction of the Pad Sites included in the Premises; LCDC shall have the authority to lease up to 15 acres in total of the Premises, to be allocated among Pad Sites as determined by LCDC.

Site shall mean and refer to a subarea of the Premises developed for a particular purpose.

Subtenant means any entity or individual that is leasing a Pad Site of the Premises from LCDC pursuant to LCDC's rights and obligations under this Agreement.

Tenant shall refer to LCDC, which shall be the only primary tenant of the Property during the Term of this Agreement.

SECTION 3 – LEASE

3.01 LEASE GRANTED

A. The City leases to LCDC the Premises consistent with and subject to all terms of this Agreement. At such time, and from time to time, as the legal description of the Premises is(are) changed by platting, subleasing or selling, the definition and description of the Premises shall be amended to reflect the then applicable definition.

B. The current (metes and bounds) description of the Premises is attached. LCDC understands and agrees that as the Premises is(are) platted an easement acceptable to the City providing access to and from the public street(s) shall be established and that such easement(s) shall be the means of access to and from any and all lots.

3.02 CONDITION OF LEASED PREMISES

LCDC covenants and agrees that upon taking possession of the Premises, LCDC shall be deemed to have accepted the Premises "as is" and subject to existing covenants, conditions, restrictions, easements and encumbrances affecting the same. Further, upon taking possession of the Premises, LCDC shall be deemed to have waived any warranty of suitability or fitness for a particular purpose or merchantability, express or implied, relating to the Premises.

3.03 CITY RIGHT OF ENTRY

The City retains full right of entry into the Premises for any purpose necessary or incidental to its role as landowner and as a governmental entity effectuating its police powers and other governmental functions. Such purposes include but are not limited to (i) constructing improvements, (ii) stockpiling materials for work on the Premises after consultation with LCDC with respect to the location and duration of the same, and (iii) conducting inspections it deems necessary. Except in the event of an emergency, the City agrees to exercise good faith in notifying or attempting to notify LCDC within a reasonable time, in advance, of any entry. The City's right of entry includes access for City employees, agents, contractors and other third party(ies) acting with permission or other authority of the City. The City shall endeavor to minimize interference with LCDC and/or the business and operations of any Subtenant.

3.04 EASEMENTS

The City reserves to itself the right to install utilities and other infrastructure, above and below ground, upon the Property or grant easements over the Property as the City deems necessary or desirable, provided that such use and/or grant does not substantially interfere with the business and operations of LCDC (as tenant of the Premises) or any Subtenant.

3.05 LCDC REVIEW OF SITE PLANS

LCDC shall review all Site Plans proposed by Subtenants in accordance with this Agreement and with the protective covenants and, if and once approved, promptly submit the Site Plan with LCDC's recommendation to the City.

3.06 FUTURE OBLIGATIONS OF LCDC – ASSIGNMENT OF OBLIGATIONS BY CITY

On and after the commencement of this Agreement LCDC agrees to fully and faithfully assume and discharge the obligations of this Agreement. Furthermore, LCDC understand and agrees that the City may assign additional obligations to LCDC, contingent upon available funding sources, and such assignment shall not be deemed a breach of this Agreement.

SECTION 4 – TERM

4.01 TERM

The Term of this agreement shall be 25 years commencing on ___ 201__ (“Commencement Date”) and expiring at noon on the date which is 25 years thereafter (“Expiration Date”) unless sooner renewed for an Additional Term(s), the duration of which will be established by the City and LCDC.

4.02 SURRENDER OF LEASED PREMISES

Upon expiration of the Term, or this Agreement or on any date specified in any demand for possession by the City after default(s) by LCDC which is not cured as provided in Section 14.01 hereof, LCDC shall return the Premises, together with any and all Improvements, to the City.

4.03 HOLDING OVER

Nothing herein shall be construed to give LCDC a right to hold over in the event of its default under this Agreement nor upon expiration of any Term hereof. The City may exercise any and all remedies at law or in equity to recover possession of the Premises and Improvements as well any damages incurred by the City. By entering into this Agreement, LCDC agrees that it shall not assert any right to hold over upon expiration of the lease Term or upon its material breach or default hereunder.

4.04 RENEWAL

LCDC acknowledges that the Term is for a fixed term and that the City is not and shall not be legally obligated to renew; however, the City does agree that it will consider and may grant rights to extend or renew for an Additional Term(s) and/or otherwise allow LCDC to remain on the Premises following the Expiration Date or any subsequent Expiration Date(s) that follow an Additional Term(s).

SECTION 5 – RENT

5.01 RENT

Beginning January 1, 2020, LCDC shall pay rent to the City in the amount of \$10,000.00 per annum, payable in equal annual installments (Flat Rent) plus no less than 50% of the Sublease rental amounts charged by LCDC to all Subtenants of the Premises up to \$100,000.00, and 100% of all Sublease rental amounts over \$100,000.00 up to \$950,000.00 and 50% of all Sublease rental amounts over \$950,000.00 paid to LCDC by all Subtenants all payable on a monthly basis to the City (Percentage Rent.)

5.02 NET LEASE – POSSESSORY INTEREST TAXES OTHER EXPENSES

LCDC for itself and for and Tenant(s) or Subtenant(s) shall acknowledge and agree that the City shall not be liable for, required to pay or be claimed to owe any costs or expenses of rent, utilities, taxes or other charges of or for the work, business or activities of LCDC or any Tenant or Subtenant using or occupying the Leased Premises.

SECTION 6 – USE OF PREMISES

6.01 USE OF LEASED PREMISES

LCDC shall use the Premises only for the lawful uses identified in the Planned Development Zoning Ordinance, the approved Outline Development Plan and Final Plan(s) and the restrictive covenants running with the land. Any and all subleases of sites on the Premises shall be expressly subject to those same limitations.

6.02 PUBLIC USE AREAS

Public Use Areas shall be open to public use and shall not be subleased by LCDC or otherwise committed to the exclusive use of any private person(s) or entity(ies). LCDC shall be responsible for maintenance of Public Use Areas in accordance with Section 11.04 below. LCDC may subject the use of such areas by the public to reasonable rules and regulations as provided in Section 11 below.

Nothing in this Agreement shall be construed to create a public forum in the Public Use Areas or any other part of the Premises. The Premises are intended to be limited and special use premises, even though some recreational use by the general public is anticipated and promoted.

6.03 USE OF PAD SITES

All use of Pad Sites shall conform to and be consistent with the Planned Development Zoning Ordinance, Outline Development Plan, Final Plan(s), approved Site Plan(s), and Declaration of Covenants, Conditions and Restrictions established for the Premises and or for any specific Site. LCDC shall include such limitations, restrictions, requirements and covenants in each and every Sublease of any Site or part of the Premises and shall require Sublessees to conform to the same.

6.04 NO OBLIGATION TO REMEDIATE FOR SUBTENANTS

Neither LCDC nor the City shall by virtue of this Agreement have obligation to undertake any environmental remediation of Hazardous Materials on the Premises if: (i) such Hazardous Materials existed on the Property prior to the Commencement Date and LCDC and/or the City did not cause, permit or contribute to the presence of the Hazardous Materials or (ii) such Hazardous Materials have been dumped or otherwise migrated onto the Property from a source other than one under the control of LCDC and/or the City. Notwithstanding that neither LCDC nor the City are obligated, after consultation about and characterization of the Hazardous Materials and written agreement in advance, the City and/or LCDC may voluntarily undertake remediation effort with the cost and liability therefor to be determined in the separate written agreement.

6.05 COMPLIANCE WITH ENVIRONMENTAL COVENANTS

LCDC, in conducting any activity on the Property, and in leasing any part of the Property, shall comply with all applicable local, state and federal environmental rules, regulations, statutes, laws or orders including but not limited to the Environmental Covenants.

A. LCDC, in conducting any activity on the Property, shall comply with all applicable local, state or federal rules, regulations, statutes, laws or orders, as amended from time to time (collectively "Environmental Requirements"), including but not limited to the Environmental Covenants and any and all others regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this Lease the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the

Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

B. In connection with any activities of LCDC or its Subtenants, LCDC shall acquire or cause its Subtenants to acquire all necessary federal, state and local permits and comply with all applicable federal, state and local environmental permit requirements relating to LCDC's or its Subtenants' use of the Premises.

C. LCDC will not cause and it will prohibit any discharge or disposal of any Hazardous Materials to the Premises, including through, in or onto floors, floor drains, storm or sanitary sewer systems, surface or ground water, or land.

D. In the case of a discharge, release, spill or leak of Hazardous Materials as a result of LCDC activities or that of any Subtenant, LCDC shall immediately control and remediate all contaminated media to applicable federal, state and local standards. LCDC shall reimburse the City for any penalties and all costs and expenses, including without limitation reasonable attorney's fees, incurred by the City as a result of the release or disposal by LCDC or any Subtenant of any Hazardous Materials on City property. LCDC shall immediately notify the City in writing of the release, spill or leak, the control and remediation response actions taken by LCDC and any responses, notifications or actions taken by any federal, state or local agency with regard to such release, spill or leak.

E. LCDC shall make available for the City's review and approval all documents and materials that LCDC prepares pursuant to any requirement under this section. The City's approval shall be required prior to LCDC submitting any such documents or materials to any governmental agency, except where such prior approval would prevent it from complying in a timely manner with any requirement to file any notice or report regarding any release or threatened release or exposure to or of Hazardous Materials at, on, under or about the Premises. LCDC shall provide to the City copies of all such notices and reports of regulated contacts, releases or threatened releases when filed with the appropriate governmental agency.

F. LCDC shall provide timely notification to the City of any spills of Hazardous Materials that it discovers and each Sublease shall contain a covenant by each Subtenant to provide timely notice to LCDC and the City of any spills of Hazardous Materials that it knows of or should know of and/or discovers.

6.05 COMPLIANCE WITH ALL LAWS AND REGULATIONS

During the term, LCDC shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives covenants, easements, zoning and land use regulations and restrictions of record permits, building codes and the requirements of any applicable fire and flood insurance underwriter or rating bureau, now in effect or which may hereafter come in to effect including, without limitation, the Americans with

Disabilities Act and laws regulating hazardous substances (collectively "Laws".) LCDC shall inspect the condition of the Property at LCDC's sole cost and expense and shall comply with all Laws relating to the proposed uses of the Property, and shall require the same of each and every tenant to whom LCDC subleases any part of the Property.

LCDC agrees not to use or permit the Premises to be used for any purpose prohibited by the laws of the United States, the State of Colorado or the ordinances of the City, or not authorized hereunder, and it further agrees that it will use the Premises in accordance with all applicable federal, state and local laws and all general rules and regulations, as amended and adopted by the City. LCDC further agrees to submit any report or reports or information which the City is required by law or regulation to obtain from LCDC or which the City may reasonably request relating to LCDC'S operations.

Use contingent upon obtaining development and land use permits and approvals.

LCDC's right to use or develop the Premises and to permit the use or development of any part of the Premises by any Subtenant(s) is contingent upon obtaining all of the certificates, permits and other land use and development approvals that may be required by any federal, state or local authority, including those of the City of Grand Junction. LCDC agrees not to develop or use the Premises or to allow any Subtenant to develop or use the Premises, in whole or in part, without obtaining all such required approvals.

Construction, warranty and acceptance of public infrastructure on the Premises.

Construction and installation of public infrastructure on the Premises shall be subject to all the requirements of the City Zoning and Development Code, including but not limited to posting of security, applicable City standards, warranties and other obligations. Nothing in this Agreement effects or constitutes a waiver of such requirements by the City.

6.06 HAZARDOUS USE

LCDC agrees that nothing shall be done or kept at the Premises and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Premises which might be unsafe or hazardous to any person or property. Further, LCDC shall not do or permit to be done any act or thing upon the Premises which will invalidate, suspend or increase the rate of any insurance policy required under this Agreement, or carried by the City, covering the Premises or which, in the opinion of the City may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement. If, by reason of any failure by LCDC to comply with the provisions of this section, after receipt of notice in writing from the City, any insurance rate on the Premises or on the Buildings or Improvements, shall at any time be higher than it normally would be, then LCDC shall pay the City, on demand, that part of all insurance premiums paid by the City which have been charged because of such violation or failure of LCDC provided, that nothing herein shall preclude LCDC from bringing, keeping or using on or about the Premises such materials, supplies,

equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on the normal operations contemplated herein.

6.07 PROTECTION OF UTILITIES AND ROADS

LCDC agrees that nothing shall be done or kept on the Premises and no Improvements, changes, alterations, additions, maintenance or repairs shall be made to the Premises which might impair the structural soundness of the water, sewer, gas and electric lines or the roads or result in an overload of any of the same.

6.08 NOISE, ODOR, VIBRATION BY USERS

LCDC shall conduct its operations and ensure that the Subtenants conduct their operations in an orderly and proper manner so as not to commit any nuisance on the Premises or annoy, disturb or be offensive to others in the vicinity of the Premises and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate or mitigate any unusual, nauseous or objectionable noise, gases, vapors, odors and vibrations.

6.09 RESTRICTIONS ON ALTERATION AND REUSE

A. LCDC agrees not to construct any Improvement or improve, change, alter, add to, remove or demolish any Improvements on the Premises without the prior written consent of the City. LCDC must comply with all conditions which may be imposed by the City. Full and complete specifications for all work and Improvements, along with a statement of the time required to complete such work shall be submitted to and approved in writing by LCDC before construction work commences.

B. First class standards of design and construction will be required in connection with all such work, facilities and improvements, and all Improvements shall conform with applicable statutes, ordinances, buildings codes, regulations and other general requirements of the City.

C. With regard to the construction or alteration of Improvements on the Premises, approval of Site Plans by LCDC shall extend to and include consideration of architectural and aesthetic matters; LCDC expressly reserves the right to reject any designs submitted and to require Subtenants to resubmit designs and layout proposals until they meet with LCDC'S approval. LCDC shall act promptly upon a request for approval of such plans and/or revisions thereto.

D. Once approved by LCDC, Site Plans shall be submitted to the City for review in accordance with the Zoning and Development Code and with protective covenants.

6.10 TITLE TO IMPROVEMENTS

LCDC agrees that all Improvements to the Premises, including approved changes and renovations, but except Improvements made by Subtenants, which are affixed to the realty, shall become the property of the City upon their completion and

acceptance by the City. If the City refuses to accept title to any such Improvements that have been constructed LCDC shall remove such Improvements upon the termination or expiration of this Agreement.

6.11 NO LIENS ON PROPERTY

A. LCDC shall not agree to the imposition of any mortgage, deed of trust, lien or encumbrance on the Premises without the written consent of the City; provided, however, that a Subtenant shall have the right to mortgage or encumber its leasehold interest in a Pad Site in connection with development of such Pad Site.

B. LCDC acknowledges and agrees that it has no authority to mortgage or encumber the City's fee interest in the Premises without written consent, in advance.

6.12 COVENANTS, CONDITIONS AND RESTRICTIONS

The City authorizes the covenants, conditions and restrictions attached hereto as Exhibit C and incorporated by this reference as if fully set forth to be imposed on and recorded against the Premises, and, for the term of the lease, transfers declarant rights as set forth therein to LCDC.

6.13 NON-INTERFERENCE

LCDC shall take all reasonable precautions to avoid interference with or damage to any environmental remediation, habitat conservation and/or flood prevention/control performed by or on behalf of the City and/or remediation and/or habitat conservation equipment or improvements on the Premises.

SECTION 7 – UTILITY AND MAINTENANCE

7.01 UTILITY CHARGES

LCDC covenants and agrees to pay or arrange for its Subtenants to pay fees and charges for water, sewer, electricity, gas, telephone and communications services as may be required for the use of the Leased Premises.

7.02 MAINTENANCE OF IMPROVEMENTS

Irrigation systems and landscaping on the Premises, including those on subleased sites, shall be maintained by LCDC. LCDC may contract for the performance of such maintenance with the City under separate written agreement.

LCDC shall be responsible for maintenance of all Public Use Areas of the Premises. LCDC may contract with the City for performance of such maintenance, but any such arrangement shall be by and in accordance with a separate, written and duly executed agreement.

The City agrees to pay all costs and expenses for maintenance of public improvements undertaken by LCDC that are dedicated to and accepted by the City.

LCDC shall require all subtenants to maintain in neat, clean and working condition all structures and other Improvements on Pad Sites, except as otherwise provided in this Section 7.

SECTION 8 – INDEMNITY, INSURANCE AND LIMITATION OF LIABILITY

8.01 INDEMNITY

LCDC agrees to release, indemnify and hold harmless the City and its officers and employees from and against any and all loss of or damage to persons or property arising out of LCDC's operations in connection herewith, LCDC's activities in management of Leases and its other activities on the Premises. This indemnity is not limited to third party claims.

8.02 INSURANCE AND SUBROGATION

LCDC shall procure and maintain insurance, at LCDC's sole cost and expense, insuring both the City and LCDC against all claims, demands or actions arising out of or in connection with LCDC's use or occupancy of the Premises, or by the condition of the Premises, the limits of such policy or policies to be in an amount not less than \$1,000,000 in respect of injuries to or death of any one person, and in an amount not less than \$1,000,000 in respect of any one accident or disaster, and in an amount not less than \$1,000,000 in respect of property damaged or destroyed, and to be written by insurance companies qualified to do business in the State of Colorado and shall be in a form acceptable to the City. Evidence of coverage shall be furnished to the City on or the anniversary date of this Agreement each year during the Term, along with a copy of the insurance policy. The policy shall provide for 30 days' notice to the City before cancellation.

The City and LCDC each waive any right of subrogation that either may have with respect to insurance proceeds received by the other.

8.03 TAXES, LIENS AND FEES

Development fees related to development of the pad sites shall be paid by LCDC and/or in accordance with the terms of a Sublease by the Subtenant. Development fees related to the Public Use Areas shall be paid by the DDA.

LCDC, as a nonprofit corporation, intends that its interest in the Premises will be exempt from all real and personal property taxes; however, the interests of Subtenants will not be exempt. Subleases shall obligate the Subtenants to pay all taxes assessed on their respective leasehold interests and improvements.

LCDC agrees, in the event it is determined that it owes taxes or that a Subtenant does not pay, that it will pay all taxes, if any, legally imposed on LCDC or its interest in the Premises, including without limitation real and personal property taxes. LCDC further agrees not to permit any of said taxes to become delinquent. LCDC also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be

foreclosed on the Premises, or any part thereof, by reason of any work or labor performed or materials furnished to LCDC for use on the Premises. LCDC agrees to promptly pay when due, all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Premises or improvements thereon which will in any way impair the rights of the City.

8.04 LIMITATION OF LIABILITY

Neither Party shall be liable to the other, or to any of their respective agents, officers, representatives or employees for any lost revenue, lost profits, loss of opportunity, or incidental, punitive, indirect, special or consequential damages, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Each sublease of the Premises shall contain a provision to this same effect.

SECTION 9 – DAMAGE, DESTRUCTION OR LOSS

9.01 DAMAGE TO LEASED PREMISES

Neither LCDC nor the City shall have any obligation to rebuild or repair any buildings or improvements belonging to or made by any Sub-tenant unless damage is directly caused by LCDC or the City. The City and/or LCDC may insure at its/their sole discretion some or all of the Premises amenities and to the extent that insurance is obtained and damage occurs and a claim is made, the proceeds of any such insurance shall be paid to the City.

9.02 COOPERATION IN THE EVENT OF LOSS

The City and LCDC shall cooperate with each other and the insurance carriers in the insuring of any and claim(s)/collection(s) of any insurance proceeds which may be payable in the event of any loss or damage.

SECTION 10 – ASSIGNMENT AND SUBLEASE

10.01 ASSIGNMENT

LCDC covenants and agrees not to assign, pledge or transfer its rights and/or obligations under this Agreement, in whole or in part, without the prior written consent of the City. "Transfer" by LCDC includes an assignment of this Agreement, or any assignment, transfer, mortgage, pledge or encumbrance of all or any part of LCDC's interest or obligations under this Agreement or its interest in the Premises, by operation of law or otherwise.

10.02 SUBLEASE

LCDC shall have the right to enter into Subleases with Subtenants of those portions of the Premises designated for development in the attached Exhibit B, provided that the terms of the Sublease shall be in accordance with and not less restrictive than

this Agreement, the limitations and restrictions of the Planned Development Zoning Ordinance, approved Outline Development Plan, Final Plan(s), and protective covenants that run with the land.

LCDC shall charge reasonable rent for the sublease of sites. In determining the reasonableness of rent to Subtenants, LCDC may consider commercial lease rates in the Grand Junction metropolitan statistical area (MSA), any anticipated economic benefit of a particular Sublessee locating in the Riverfront Park, current economic conditions in the Grand Junction statistical metropolitan area, lease rates in communities that the City is competing with in terms of attracting businesses, and LCDC may also charge, in addition to rent, fees for security and for maintenance of parking areas, landscaping, irrigation, Public Use Areas and for provision of security.

LCDC may also assess Subtenants for repairs of these areas, Improvements and features on the Premises.

All subleases shall be in writing and require/include the following:

- (a) Rental rate
- (b) Fees (if any)
- (c) Assessments (if any)
- (d) Insurance
- (e) Term
- (f) No Liens against the property
- (g) Compliance with restrictive covenants
- (h) No building construction or alteration without approval
- (i) No Improvements with prior written approval
- (j) Indemnity of LCDC and City (environmental hazards/radon and gamma rad)
- (k) Right of LCDC and/or City to acquire Improvements installed by Subtenant upon termination of Sublease
- (l) Compliance with use and other restrictions and requirements contained in the Planned Development Zoning Ordinance, Outline Development Plan, approved Final Plans and approved Site Plans.

10.03 CERTIFICATION OF COMPLIANCE

Prior to entering into each Sublease with a Subtenant, LCDC shall certify in writing to the City that all of the conditions of 10.02 have been met. No Sublease shall be valid or enforceable until the City has approved the certification in writing.

10.04 LENDER AGREEMENTS

The City and LCDC may enter into Lender Agreements with the lenders of Subtenants in order to facilitate financing of Subtenant Improvements on Pad Sites.

10.05 ESTOPPEL CERTIFICATES

The parties agree, at any time and from time to time on or before ten (10) days after written request by the other party, to execute, acknowledge and deliver to the other party an estoppel certificate certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified, and stating the modifications), (b) to the actual knowledge of the certifying party, that there have been no defaults by the City or by LCDC (or, if there have been defaults, describing the default), (c) the date to which Rent and other charges have been paid in advance, if any, (d) such other matters as may be reasonably required by the City, LCDC, or any mortgagee or prospective mortgagee or any purchaser or potential purchaser of the Premises or any portion thereof. Any such statement delivered pursuant to this section may be relied upon by any purchaser or prospective purchaser of all or any portion of Subtenant's interest in the Premises, or by any mortgagee or prospective mortgagee.

SECTION 11 – PUBLIC USE AREAS

11.01 RIGHTS OF ACCESS TO PUBLIC USE AREAS

Public Use Areas shall be open to and available to and accessible by the general public, subject to reasonable rules and regulations as provide herein below.

11.02 OWNERSHIP OF PUBLIC USE AREAS AND IMPROVEMENTS THEREON –

Public Use Areas shall be owned by the LCDC.

Improvements located in the Public Use Areas (such as lakes, ponds, zip lines, passive and active recreation features and amenities) may be installed by the City, the DDA, LCDC or by a Subtenant. LCDC shall ensure that all Subleases grant to LCDC and the City the right acquire any Improvements installed by a Subtenant(s) at such time as the lease with that Subtenant is terminated.

11.03 RESTRICTIONS ON PUBLIC USE AREAS

LCDC may subject the use of the Public Use Areas to reasonable rules and regulations limiting hours of use and restricting activities to those which enhance the value and overall character of the Premises and/or the Property and protect or enhance the property of Subtenants. Such rules and regulations shall be subject to the approval of the City and the DDA, and shall be posted so as to be reasonable visible by the visiting public.

LCDC may, but is not required to, contract for provision of security for the Public Use Areas.

11.04 MAINTENANCE OF PUBLIC USE AREAS

LCDC shall be responsible for the maintenance of the Public Use Areas and all Improvements thereon. Public Use Areas and Improvements thereon shall be

maintained in a neat, functional, reasonably safe and aesthetically pleasing condition at all times.

LCDC shall be responsible for marking and preventing the use by the public of all hazards and features or equipment that are defective or under repair.

LCDC may contract with the City for the performance of such maintenance under separate written agreement.

SECTION 12 – OPTION TO SELL DEVELOPMENT SITE(S)

12.01 GRANT OF OPTION SUBJECT TO CITY COUNCIL AND VOTER APPROVAL

During the term of this agreement, as is consistent with the Charter and every term, provision and condition of applicable law, the City Council may refer a question to the ballot, at either a municipal or general election, to sell, convey or otherwise dispose or all or a portion of the property, even though subject to this agreement.

12.02 NOTICE OF INTENT TO EXERCISE SALE OPTION

If the City Council refers a question(s) to the ballot it shall provide 45 days' advance written notice to LCDC. Notice shall contain the proposed ballot language and the price, terms and consideration for the sale, which shall be established in the ballot (s) as provided by law.

12.03 CALCULATION OF SALE/PURCHASE PRICE

The purchase price/sale price of each lot or a specific portion of the property shall be determined by appraisal.

12.04 TITLE/DEED RESTRICTIONS IF SOLD

The City shall cooperate with LCDC and any Subtenant(s) in providing all title information in its possession or control concerning the property offered for sale. The City will make no representations or warranties concerning the nature, quality or marketability of its title to the property but recognizes that the ability to deliver good and marketable title to purchasers is crucial to the success of the Riverfront Park.

SECTION 13 – LCDC'S USE OF FUNDS

13.01 MANAGEMENT OF SUBLEASE RENTS

LCDC covenants that it will pay over a portion of the Sublease rents to the City in accordance with Section 5 and that and remaining amounts shall be used for: a) direct maintenance of the Premises, and b) for operating overhead.

13.02 NO CONFLICT OF INTEREST

No LCDC board member may act for or on behalf of LCDC other than as authorized by the board and in a way(s) that benefits the development of the property.

13.03 FUNDS FROM OTHER THAN THE CITY

LCDC covenants that all funds and other consideration from sources other than the Sublease rents shall be used only to enhance the Premises.

SECTION 14 – DEFAULT, CURE AND REMEDIES

14.01 DEFAULT

In the event there is a breach by either party with respect to any of its obligations under this Agreement, including but not limited to the payment of rent, written notice of the breach shall be given. After receipt of such notice, the breaching party shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any nonmonetary breach, provided that the party shall have such extended period as may be agreed to in writing by both parties, and further provided that if the noticed nonmonetary breach cannot be cured within the thirty (30) day period, (or, if such default is not subject to cure within 30 days, the breaching party may have such longer period as may be required to effect a cure, provided that the defaulting party initiates curative action within 30 days and continues such action until the default is cured). The parties may not maintain any action or effect any remedies for default unless and until the breaching party has failed to cure the breach within the time periods provided.

14.02 REMEDIES

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 on the defaulting party's behalf. 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. Non-payment by the defaulting party of undisputed amounts shall be subject to interest at a rate of ten percent (10%) per annum. In the event of a default by either party with respect to a material provision of this Agreement, 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 the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting party under the laws or judicial decisions of the state of Colorado. Parties shall use reasonable efforts to mitigate damages in connection with any default by either party.

14.03 REMEDIES CUMULATIVE

Remedies provided in this Agreement are cumulative and not exclusive. Exercise of one remedy does not exclude or preclude exercise of any other remedy, and any party shall have the right to exercise any remedy in addition to any other remedy provided herein, at law or in equity, cumulatively.

14.04 WAIVER

Failure of any party to enforce any provision of this Agreement shall not constitute a waiver of any right to enforce the same provision in any other instance or to enforce other provisions hereof. Failure of any party to pursue any remedy authorized hereunder shall not constitute a waiver of the right to pursue said remedy in the future or any other remedy authorized hereunder.

14.05 NO PERSONAL LIABILITY

Nothing in this Agreement shall be construed to create a cause of action against an individual employee, agent, or officer of the City or LCDC.

14.06 GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall waive, in whole or in part, the City's common law or statutory privileges or immunities as a governmental entity, and no party hereto shall assert that this Agreement or any provision thereof constitutes, in any manner, such waiver.

SECTION 15 – TERMINATION

15.01 25 YEAR TERM UNLESS EXTENDED

Pursuant to paragraph 124 of the City Charter no lease to use property of the City shall be granted, except as provided by the Charter and for no longer than a period of 25 years unless duly and lawfully extended.

15.02 TERMINATION

Subject to the terms of any Lender Agreements, this Master Lease may be terminated by the City without liability to LCDC or to any Subtenant under the following circumstances:

- a. Failure of LCDC to effectuate the development of the Premises in accordance with the Plan within five (5) years from the date of execution of this Lease.
- b. Sale by the City of all or part of the Premises to another person or entity.
- c. Failure of LCDC to timely and reasonably abate any unlawful use of the Premises or any use of the Premises that is not allowed by restrictive or protective covenant(s).

Termination of this Master Lease shall be undertaken subject to Subleases in effect on the Premises as provided in the Lender Agreements.

SECTION 16 – AUDIT AND RECORDS

16.01 ANNUAL AUDIT

LCDC shall maintain financial and accounting records pertaining to this Lease and to each and every sublease of the Premises including but not limited to rental revenues and

expenditures thereunder and/or performance thereof in accordance with generally accepted accounting principles and other procedures specified by the City. These records must be made available at all reasonable times to the City, and its designees, including but not limited to, the City Auditor and/or the City Manager or his/her designee, during the Lease Term and any extension thereof and for three (3) years from the date of final payment or expenditure. LCDC shall permit the City and or its designee to perform an annual audit of said accounting records.

16.02 OPEN RECORDS ACT APPLICABLE

The Parties acknowledge that the City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §24-72-200 et seq, (the Act) and that therefore this Agreement and other documents relating to the matters pertaining to this Agreement and activities conducted pursuant to it are or may be public records. The City will use reasonable efforts to protect documents which may be confidential or privileged under the Act, but cannot guarantee nondisclosure of any such. LCDC, on its own behalf and on behalf of its Subtenants, waives any claim against the City relating to disclosure of documents relating to this Agreement and to activities undertaken pursuant to this Agreement.

SECTION 17 - MISCELLANEOUS

17.01 CONTROLLING LAW AND VENUE

This Agreement and the performance thereof shall be governed, interpreted and construed in accordance with and by the laws of the State of Colorado. Venue for any dispute arising out of or under this Agreement or the performance or non-performance thereof shall be in the District Court of Mesa County, Colorado.

17.02 FORCE MAJEURE

In the event that performance of or compliance with this Agreement is prevented or significantly hindered by an act of God, war/hostilities, riot or act of terrorism, or other unforeseeable circumstances beyond the control of the parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, neither party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages to the extent prevented or hindered by the force majeure event.

17.03 NOT A JOINT VENTURE OR PARTNERSHIP

The parties to this Agreement are not partners or joint venturers with each other. Nothing contained or set forth in this Agreement shall constitute a partnership or joint venture between them; and nothing herein shall be construed to create a joint venture or partnership between the Parties, or to impose any liability or create any cause of actions on either of them as such.

17.04 NOTICES

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. Notices shall be addressed as follows, or to any other address that the party to be notified may have designated in writing to the sender by like notice:

TO THE CITY: Office of the City Attorney
 250 N. 5th Street
 Grand Junction, Colorado 81501

TO LCDC: Las Colonias Development Corporation
 Attn: President

Grand Junction, Colorado 81501

17.05 SEVERABILITY

If any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. 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 under this Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

17.06 NO THIRD PARTY BENEFICIARY

This agreement is for the benefit of LCDC and the City and not for the benefit of any third party or person, whether referred to herein or not. No person or entity who or which is not a party to this Agreement shall have any right of action under or be considered in any way a beneficiary of this Agreement or of any provision hereof.

17.07 NONDISCRIMINATION

LCDC shall comply with all applicable City, State and Federal laws, rules and regulations including but not limited to those involving non-discrimination on the basis of race, color, religion, national origin, age, sex or handicap, in the execution of its obligations and responsibilities under this Agreement.

17.08 NO CONTINGENT FEES

LCDC warrants that it has not employed or retained any company or to solicit or secure this Lease and that it has not paid or agreed to pay any person or entity any fee, commission, percentage, brokerage fee, gift or other consideration on a basis that is contingent upon the award of this Lease. For a breach or violation of this warranty, the City shall have the right to annul the Lease without liability or, in its discretion.

17.09 INTEGRATION

It is agreed and understood that this Agreement contains all agreements, promises, and understandings between LCDC and the City and that no statements, inducements, verbal or oral agreements, promises, or understandings shall be binding upon either party in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties with the same formality as this Agreement.

17.10 PRIOR APPROPRIATION – CITY OBLIGATIONS SUBJECT TO ANNUAL APPROPRIATION

This Agreement and the performance thereof by the City involving payment of or promise to pay any funds whatsoever is subject to annual appropriation of the City Council of the City of Grand Junction.

17.11 APPROVAL BY CITY COUNCIL

This Agreement is not effective until it has been approved by Resolution of the City Council.

17.12 ARTICLES OF INCORPORATION AND BYLAWS CONTROL/NO AMENDMENT BY LEASE OR SUBLEASE

Nothing in this Agreement nor in any sublease of the Premises by LCDC shall amend or alter or be construed so as to amend or alter the provisions of the Articles of Incorporation and/or Bylaws of LCDC.

17.13 NO VESTED RIGHTS OR INTERESTS

This Agreement does not guarantee, represent or certify that LCDC or any subtenant thereof is entitled to any land use, building, site plan, development, environmental or any other approval(s) required by the City, relating to use and/or development of the Premises. Such approvals are beyond the scope of this Agreement.

ENTERED into effective the day and year first set forth above.

LAS COLONIAS DEVELOPMENT CORPORATION

By: _____
President of the Las Colonias Development Corporation

CITY OF GRAND JUNCTION

By: _____
Mayor of the City of Grand Junction

EXHIBIT A

(12 pages)

Lease Parcel No. 1 – Legal Description (3 pages)

Lease Parcel No. 2 – Legal Description (2 pages)

Lease Parcel No. 3 – Legal Description (2 pages)

Lease Parcel No. 4 – Legal Description (1 page)

Lease Parcel No. 1 – Sketch (1 page)

Lease Parcel No. 2 – Sketch (1 page)

Lease Parcel No. 3 – Sketch (1 page)

Lease Parcel No. 4 – Sketch (1 page)

LEASE PARCEL NO. 1

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 24 and assuming the South line of the SE 1/4 NW 1/4 of said Section 24 bears S 89°56'29" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 09°41'10" E, a distance of 110.66 feet to the POINT OF BEGINNING and the beginning of a 656.94 foot radius curve, concave Northwesterly, whose long chord bears N 36°05'36" E with a long chord length of 634.61 feet; thence Northeasterly along the arc of said curve, thru a central angle of 52°01'29", an arc length of 656.94 feet; thence N 10°04'51" E, a distance of 145.92 feet; thence N 32°28'53" E, a distance of 7.98 feet to a point being the beginning of a 100.00 foot radius curve, concave Southeasterly, whose long chord bears N 44°04'36" E with a long chord length of 93.99 feet; thence Northeasterly along the arc of said curve, thru a central angle of 56°03'53", an arc length of 97.85 feet to a point being the beginning of a 28.50 foot radius curve, concave Northwesterly, whose long chord bears N 64°14'30" E with a long chord length of 7.80 feet; thence Northeasterly along the arc of said curve, thru a central angle of 15°44'05", an arc length of 7.83 feet to a point being the beginning of a 61.50 foot radius curve, concave Northwesterly, whose long chord bears N 35°34'03" E with a long chord length of 43.69 feet; thence Northeasterly along the arc of said curve, thru a central angle of 41°36'49", an arc length of 44.67 feet; thence S 75°14'22" E, a distance of 12.00 feet; thence N 58°18'24" E, a distance of 30.83 feet to a point being the beginning of a 207.50 foot radius curve, concave Northerly, whose long chord bears S 84°47'29" E with a long chord length of 35.11 feet; thence Easterly along the arc of said curve, thru a central angle of 09°42'18", an arc length of 35.15 feet to a point being the beginning of a 136.50 foot radius curve, concave Southerly, whose long chord bears S 79°56'27" E with a long chord length of 46.01 feet; thence Easterly along the arc of said curve, thru a central angle of 19°24'21", an arc length of 46.23 feet; thence N 19°45'43" E, a distance of 13.50 feet to a point being the beginning of a 150.00 foot radius curve, concave Southwesterly, whose long chord bears S 40°15'31" E with a long chord length of 149.91 feet; thence Southeasterly along the arc of said curve, thru a central angle of 59°57'31", an arc length of 156.97 feet to a point being the beginning of a 123.69 foot radius curve, concave Westerly, whose long chord bears S 02°29'24" E with a long chord length of 33.53 feet; thence Southerly along the arc of said curve, thru a central angle of 15°34'44", an arc length of 33.63 feet to a point being the beginning of a 160.00 foot radius curve, concave Northwesterly, whose long chord bears S 19°43'19" W with a long chord length of 74.12 feet; thence Southwesterly along the arc of said curve, thru a central angle of 26°47'07", an arc length of 74.80 feet

to a point being the beginning of a 175.00 foot radius curve, concave Northeasterly, whose long chord bears S 29°13'41" E with a long chord length of 310.01 feet; thence Southeasterly along the arc of said curve, thru a central angle of 124°41'07", an arc length of 380.83 feet; thence N 88°34'29" E, a distance of 49.10 feet to a point being the beginning of a 146.48 foot radius curve, concave Southwesterly, whose long chord bears S 58°46'16" E with a long chord length of 132.69 feet; thence Southeasterly along the arc of said curve, thru a central angle of 53°51'57", an arc length of 137.71 feet to a point being the beginning of a 65.00 foot radius curve, concave Southwesterly, whose long chord bears S 17°33'27" E with a long length of 32.07 feet; thence Southeasterly along the arc of said curve, thru a central angle of 28°33'42", an arc length of 32.40 feet to a point being the beginning of a 325.00 foot radius curve, concave Westerly, whose long chord S 00°10'33" W with along chord length of 39.15 feet; thence Southerly along the arc of said curve, thru a central angle of 06°54'19", an arc length of 39.17 feet; thence S 03°37'43" W, a distance of 22.27 feet to a point being the beginning of a 102.00 foot radius curve, concave Westerly, whose long chord bears S 21°17'46" W with a long cord length of 61.91 feet; thence Southwesterly along the arc of said curve, thru a central angle of 35°20'05", an arc length of 62.90 feet to a point being the beginning of a 102.00 foot radius curve, concave Northwesterly, whose long chord bears S 62°10'53" W with a long chord length of 73.41 feet; thence Southwesterly along the arc of said curve, thru a central angle of 42°10'48", an arc length of 75.09 feet to a point being the beginning of a 136.00 foot radius curve, concave Southerly, whose long chord bears S 76°46'11" W with a long chord length of 30.80 feet; thence Westerly along the arc of said curve, thru a central angle of 13°00'12", an arc length of 30.87 feet to a point being the beginning of 477.00 foot radius curve, concave Northerly, whose long chord bears S 77°49'54" W with a long chord length of 125.57 feet; thence Westerly along the arc of said curve, thru a central angle of 15°07'37", an arc length of 125.93 feet; thence S 85°23'42" W, a distance of 95.93 feet; thence N 49°36'18" W, a distance of 29.60 feet to a point being the beginning of a 205.00 foot radius curve, concave Southeasterly, whose long cord bears S 36°28'51" W with a long chord length of 279.90 feet; thence Southwesterly along the arc of said curve, thru a central angle of 86°06'32", an arc length of 208.09 feet to a point being the beginning of a 40.00 foot radius curve, concave Westerly, whose long chord bears S 21°35'12"W with a long chord length of 37.76 feet; thence Southerly along the arc of said curve, thru a central angle of 56°19'15", an arc length of 39.32 feet to a point being the beginning of a 205.00 foot radius curve, concave Southeasterly, whose long chord bears S 40°36'56" W with a long chord length of 65.07 feet; thence Southwesterly along the arc of said curve, thru a central angle of 18°15'48", an arc length of 65.35 feet to a point being the beginning of a 5.00 foot radius curve, concave Northerly, whose long chord bears S 70°09'42" W with a long chord length of 6.25 feet; thence Westerly along the arc of said curve, thru a central angle of 77°21'21", an arc length of 6.75 feet; thence N 71°09'38" W, a distance of 35.82 feet to a point being the beginning of a 40.00 foot radius curve, concave Southerly, whose long chord beard S 72°39'28" W with a long chord length of 47.23 feet; thence Southwesterly along the arc of said curve, thru a central angle of 72°21'49", an arc length of 50.52 feet to a point being the beginning of a 41.30 foot radius curve, concave

Northerly, whose long chord bears N 79°23'49" W with a long chord length of 74.32 feet; thence Westerly along the arc of said curve, thru a central angle of 128°15'15" an arc length of 92.44 feet to a point being the beginning of a 35.55 foot radius curve, concave Southwesterly, whose long chord bears N 46°38'55" W with a long chord length of 37.02 feet; thence Northwesterly along the arc of said curve, thru a central angle of 62°45'27", an arc length of 38.94 feet to a point being the beginning of a 942.43 foot radius curve, concave Southerly, whose long chord bears N 78°51'53" W with a long chord length of 27.55 feet; thence Westerly along the arc of said curve, thru a central angle of 01°40'30", an arc length of 27.55 feet to a point being the beginning of a 44.42 foot radius curve, concave Northeasterly, whose long chord bears N 63°59'19" W with a long chord length of 24.06 feet; thence Northwesterly along the arc of said curve, thru a central angle of 31°25'39", an arc length of 24.37 feet to a point being the beginning of a 447.96 foot radius curve, concave Southwesterly, whose long chord bears N 55°49'43" W with a long chord length of a 117.78 feet; thence Northwesterly along the arc of said curve, thru a central angle of 15°06'28", an arc distance of 118.12 feet to a point being the beginning of a 162.59 foot radius curve, concave Northeasterly, whose long chord bears N 44°41'02" W with a long chord length of 104.25 feet; thence Northwesterly along the arc of said curve, thru a central angle of 37°23'49", an arc distance of 106.12 feet to a point being the beginning of a 55.42 foot radius curve, concave Easterly, whose long chord bears N 10°32'49" W with a long chord length of 29.51 feet; thence Northerly along the arc of said curve, thru a central angle of 30°52'37", an arc length of 29.87 feet to a point being the beginning of a 32.00 foot radius curve, concave Westerly, whose long chord bears N 11°15'50" W with a long chord length of 17.81 feet; thence Northerly along the arc of said curve, thru a central angle of 32°18'38", an arc length of 18.05 feet; thence N 27°25'09" W, a distance of 56.18 feet, more or less, to the Point of Beginning.

CONTAINING 502,807 Square Feet or 11.54 Acres, more or less, as described.

LEASE PARCEL NO. 2

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northwest corner of Replat of Pleasant View Subdivision, as same is recorded in Plat Book 8, Page 63, Public Records of Mesa County, Colorado and assuming the North line of the SE 1/4 NW 1/4 of said Section 24 bears S 89°57'55" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°07'32" W, along the West line of said Replat of Pleasant View Subdivision, a distance of 493.73 feet; thence N 89°52'23" W, a distance of 4.52 feet to a point being the beginning of a 214.00 foot radius curve, concave Southwesterly, whose long chord bears N 40°13'57" W with a long chord length of 165.55 feet; thence Northwesterly along the arc of said curve, thru a central angle of 45°30'41", an arc length of 169.99 feet; thence N 68°35'54" W, a distance of 17.66 feet to a point being the beginning of a 213.00 foot radius curve, concave Southerly, whose long chord bears N 73°53'57" W with a long chord length of a 45.85 feet; thence Northwesterly along the arc of said curve, thru a central angle of 12°21'27", an arc length of 45.94 feet to a point being the beginning of a 5.00 foot radius curve, concave Northeasterly, whose long chord bears N 35°55'01" W with a long chord length of 6.97 feet; thence Northwesterly along the arc of said curve, thru a central angle of 88°19'18", an arc length of 7.71 feet; thence N 86°05'41" W, a distance of 10.03 feet to a point being the beginning of a 20.00 foot radius curve, concave Northwesterly, whose long chord bears S 48°45'11" W with a long chord length of 25.98 feet; thence Southwesterly along the arc of said curve, thru a central angle of 81°01'07", an arc length of 28.28 feet to a point being the beginning of a 136.00 foot radius curve, concave Northerly, whose long chord bears N 87°04'19" W with a long chord length of 17.39 feet; thence Westerly along the arc of said curve, thru a central angle of 07°19'51", an arc length of 17.40 feet to a point being the beginning of a 20.00 foot radius curve, concave Northerly, whose long chord bears N 78°27'34" W with a long cord length of 3.45 feet; thence Westerly along the arc of said curve, thru a central angle of 09°53'39", an arc length of 3.45 feet; thence N 73°30'44" W, a distance of 23.78 feet to a point being the beginning of a 124.15 foot radius curve, concave Northeasterly, whose long chord bears N 64°39'40" W with a long chord length of 28.31 feet; thence Northwesterly along the arc of said curve, thru a central angle of 13°05'42", an arc length of 28.37 feet to a point being the beginning of a 100.32 foot radius curve, concave Southwesterly, whose long chord bears N 66°21'31" W with a long chord length of 28.77 feet; thence Northwesterly along the arc of said curve, thru a central angle of 16°29'25", an arc distance of 28.87 feet; thence N 74°36'13" W, a distance of 86.92 feet to a point being the beginning of a 30.00 foot radius curve, concave Southerly, whose long chord bears N 86°00'37" W with a long chord length of 11.87 feet; thence Westerly along the arc of said curve, thru a central angle of 22°48'47", an arc distance of 11.94 feet to a

point being the beginning of a 5.00 foot radius curve, concave Northeasterly, whose long chord bears N 61°22'40" W with a long chord length of 5.88 feet; thence Northwesterly along the arc of said curve, thru a central angle of 72°04'42", an arc length of 6.29 feet; thence N 25°20'19" W, a distance of 4.53 feet, thence N 10°04'51" E, a distance of 300.61 feet, more or less, to a point on the North line of the SE 1/4 NW 1/4 of said Section 24; thence N 89°57'55" E, along said North line, a distance of 352.28 feet, more or less, to the Point of Beginning.

CONTAINING 137,447 Square Feet or 3.16 Acres, more or less, as described.

LEASE PARCEL NO. 3

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of Replat of Pleasant View Subdivision, as same is recorded in Plat Book 8, Page 63, Public Records of Mesa County, Colorado and assuming the East line of the SE 1/4 NW 1/4 of said Section 24 bears S 00°07'58" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°07'58" W along the West right of way for 27-1/2 Road, as same is described in Book 111, Page 145, Public Records of Mesa County, Colorado and being a line 12.50 feet West of and parallel with, the West line of the SE 1/4 NW 1/4 of said Section 24, a distance of 428.46 feet to a point being the beginning of a 30.00 foot radius curve, concave Northwesterly, whose long chord bears S 66°41'53" W with a long chord length of 40.84 feet; thence Southwesterly along the arc of said curve, thru a central angle of 85°47'39", an arc length of 44.92 feet to a point being the beginning of a 480.00 foot radius curve, concave Northeast, whose long chord bears N 62°25'58" W with a long chord length of 133.14 feet; thence Northwesterly along the arc of said curve, thru a central angle of 15°56'39", an arc length of 133.57 feet; thence N 31°22'30" E, a distance of 10.26 feet to a point being the beginning of a 3.00 foot radius curve, concave Southwesterly, whose long chord bears N 12°24'07" W with a long chord length of 4.15 feet; thence Northwesterly along the arc of said curve, thru a central angle of 87°33'13", an arc distance of 4.58 feet to a point being the beginning of a 89.00 foot radius curve, concave Northeasterly, whose long chord bears N 37°16'48" W with a long chord length of 57.65 feet; thence Northwesterly along the arc of said curve, thru a central angle of 37°47'50", an arc length of 58.71 feet to a point being the beginning of a 73.00 foot radius curve, concave Southwesterly, whose long chord bears N 29°23'32" W with a long chord length of 27.89 feet; thence Northwesterly along the arc of said curve, thru a central angle of 22°01'18", an arc length of 28.06 feet to a point being the beginning of a 89.00 foot radius curve, concave Northeasterly, whose long chord bears N 21°07'55" W with a long chord length of 58.75 feet; thence Northwesterly along the arc of said curve, thru a central angle of 38°32'32", an arc length of 59.87 feet to a point being the beginning of a 3.00 foot radius curve, concave Southwesterly, whose long chord bears N 49°02'08" W with a long chord length of 4.40 feet; thence Northwesterly along the arc of said curve, thru a central angle of 94°20'57", an arc distance of 4.94 feet; thence S 83°47'23" W, a distance of 7.77 feet to a point being the beginning of a 898.55 foot radius curve, concave Easterly, whose long chord bears N 02°25'28" E with a long chord length of 27.15 feet; thence Northerly along the arc of said curve, thru a central angle of 01°43'52", an arc length of 27.15 feet to a point being the beginning of a 70.18 foot radius curve, concave Westerly, whose long chord bears N 07°24'41" W with a long cord length of 26.06 feet; thence Northerly along the arc of said curve, thru a central angle of 21°24'08", an arc

length of 26.21 feet to a point being the beginning of a 208.91 foot radius curve, concave Southwesterly, whose long chord bears N 29°16'19" W with a long chord length of 80.86 feet; thence Northwesterly along the arc of said curve, thru a central angle of 22°19'08", an arc length of 81.38 feet to a point being the beginning of a 170.44 foot radius curve, concave Southwesterly, whose long chord bears N 49°55'50" W with a long chord length of 56.26 feet; thence Northwesterly along the arc of said curve, thru a central angle of 18°59'55", an arc length of 56.51 feet to a point being the beginning of a 30.00 foot radius curve, concave Easterly, whose long chord bears N 23°00'06" W with a long chord length of 35.63 feet; thence Northerly along the arc of said curve, thru a central angle of 72°51'23", an arc length of 38.15 feet to a point being the beginning of a 182.00 foot radius curve, concave Westerly, whose long chord bears N 06°46'41" E with a long chord length of 42.14 feet; thence Northerly along the arc of said curve, thru a central angle of 13°17'49", an arc length of 42.24 feet; thence N 00°07'46" E, a distance of 9.33 feet, more or less, to a point on the South line of said Replat of Pleasant View Subdivision; thence S 89°54'34" E, along said South line, a distance of 326.64 feet, more or less, to the Point of Beginning.

CONTAINING 101,157 Square Feet or 2.32 Acres, more or less, as described.

LEASE PARCEL NO. 4

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 24 and assuming the South line of the SE 1/4 NW 1/4 of said Section 24 bears S 89°56'29" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 84°08'03" W a distance of 266.05 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 16°35'43" E, a distance of 337.24 feet to a point being the beginning of a 1,324.49 foot radius curve, concave Southeast, whose long chord bears S 62°36'19" W with a long chord length of 13.99 feet; thence Southwesterly along the arc of said curve, thru a central angle of 00°36'19", an arc length of 13.99 feet to a point being the beginning of a 188.00 foot radius curve, concave Northerly, whose long chord bears S 89°56'31" W with a long chord length of 174.43 feet; thence Westerly along the arc of said curve, thru a central angle of 55°16'42", an arc length of 181.38 feet; thence N 62°25'08" W, a distance of 253.05 feet to a point being the beginning of a 100.00 foot radius curve, concave Southerly, whose long chord bears N 76°12'11" W with a long chord length of 47.65 feet; thence Westerly along the arc of said curve, thru a central angle of 27°34'05", an arc length of 48.12 feet; thence N 89°59'13" W, a distance of 67.15 feet; thence N 16°53'32" E, a distance of 113.60 feet to a point being the beginning of a 411.08 foot radius curve, concave Southwesterly, whose long chord bears N 72°19'15" W with a long chord length of 101.60 feet; thence Northwesterly along the arc of said curve, thru a central angle of 14°11'52", an arc length of 101.86 feet; thence N 12°07'01" E, a distance of 74.99 feet to a point being the beginning of a 484.27 foot radius curve, concave Southwesterly, whose long chord bears S 71°33'01" E with a long chord length of 129.36 feet; thence Southeasterly along the arc of said curve, thru a central angle of 15°21'05", an arc length of 129.75 feet; thence N 26°07'31" E, a distance of 5.00 feet to a point being the beginning of a 299.12 foot radius curve, concave North, whose long chord bears N 89°21'25" E with a long chord length of 269.41 feet; thence Easterly along the arc of said curve, thru a central angle of 53°31'53", an arc length of 279.46 feet to a point being the beginning of a 86.00 foot radius curve, concave Southeasterly, whose long chord bears N 70°09'32" E with a long chord length of 22.66 feet; thence Northeasterly along the arc of said curve, thru a central angle of 15°08'28", an arc length of 22.73 feet; thence N 76°53'38" E, a distance of 62.31 feet, more or less, to the Point of Beginning.

CONTAINING 120,692 Square Feet or 2.77 Acres, more or less, as described.

**ARTICLES OF INCORPORATION
OF LAS COLONIAS DEVELOPMENT CORPORATION**

The undersigned, acting as incorporator, a natural person of the age of 18 years or more, desiring to form a nonprofit corporation under the provisions of the Colorado Revised Nonprofit Corporation Act, Articles 121 through 137 inclusive, of Title 7 of the Colorado Revised Statutes, as amended, does hereby execute, acknowledge and deliver in duplicate to the Secretary of State of the State of Colorado the following Articles of Incorporation.

ARTICLE I

CORPORATION

- 1.1 Name. The name of the corporation shall be “Las Colonias Development Corporation.”
- 1.2 Seal. The corporation shall not have a seal.
- 1.3 Change of name. The corporation may change its name by a majority vote of the directors followed by filing Articles of Amendment with the Secretary of State.

ARTICLE II

DURATION

The period of duration for this corporation shall be perpetual or until such time as the Board of Directors shall adopt a resolution recommending that the corporation be dissolved pursuant to the Colorado Nonprofit Corporation Act and Articles of Dissolution are filed with the Colorado Secretary of State.

ARTICLE III

PURPOSES

3.1 The corporation is a nonprofit corporation and shall operate exclusively to promote charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The purposes and objectives for which the corporation is organized are as follows:

- 3.1.1 To plan, in close cooperation with appropriate City officials and departments and other interested persons and agencies, including the Downtown Development Authority, (“DDA”), an orderly and proper redevelopment program which includes the DDA Plan of Development and the development of public infrastructure (“Program”) for the City’s

Las Colonias property ("Property"), in order to lessen the burdens on and obligations of the City of Grand Junction, Colorado ("City") to develop the Property for the benefit of the public; and

- 3.1.2 To execute the Program to serve the best interests of the City, the DDA and the public and to feature development of an outdoor recreation equipment sales and manufacturing center together with a park and park improvements that shall include both public and private amenities, all of which will be financed with public and private investment; and
- 3.1.3 To fully implement the Program, in cooperation with the City and the DDA, including by leasing or using a portion of the Property for pads or development sites for and as a business park, which shall be developed and marketed utilizing innovative real estate development design and techniques blending public and private amenities, which shall be integrated into the greater Property and with the public amenities on the Property as economically feasible; and
- 3.1.4 To bring to bear financial resources and financing options in the implementation of the Program that may not otherwise be common or available to the City and/or the DDA, including but not limited to public-private partnership.

3.2 In furtherance of the foregoing purposes and objectives, but not otherwise, and subject to the restrictions set forth in these articles, the corporation shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Colorado and may do everything necessary or convenient for the accomplishment of any of the corporate purposes, either alone or in connection with other organizations, entities or individuals, and either as principal or agent, subject to such limitations as are or may be prescribed by law. The powers of the corporation shall include, without limitation, the power to issue revenue bonds as the corporation may designate, consistent with its purpose and applicable provisions of law.

ARTICLE IV

NONPROFIT NATURE

4.1 This corporation is not organized for profit, and no part of the net earnings of the corporation shall inure to the benefit of or be distributable to any director or officer of the corporation or any other person (except that reasonable compensation may be paid for services rendered to or for the benefit of the corporation) and no director or officer of the corporation or any other person shall be entitled to share in any distribution of any of the corporate assets on dissolution of the corporation or otherwise. This corporation shall never be operated for the primary purpose of carrying on a trade or business for

profit. Notwithstanding any provision of these Articles of Incorporation, this corporation shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

4.2 No substantial part of the activities of the corporation shall consist of lobbying or otherwise attempting to influence legislation; the corporation shall not participate or intervene (including the distribution or publication of political statements or other materials) in any political campaign on behalf of or in opposition to any candidate for any public office.

4.3 Upon dissolution of the corporation, all the corporation's assets remaining after payment or provision for payment of all of its liabilities shall be paid or transferred to the City.

ARTICLE V

ADDRESS

The street address of the initial registered office of the corporation shall be 250 North 5th Street, Grand Junction, Colorado 81501, and the name of the initial Registered Agent for the corporation at that address is John P. Shaver, 250 N. 5th Street, Grand Junction, Colorado, 81501.

ARTICLE VI

MEMBERSHIP

The corporation shall have no members.

ARTICLE VII

STOCK

The corporation shall issue no membership certificates and shall have no capital stock.

ARTICLE VIII

AMENDMENTS TO ARTICLES OF INCORPORATION

This corporation reserves the right to amend or repeal, by the affirmative vote of a majority of the members of its Board of Directors, any of the provisions contained in these Articles of Incorporation.

ARTICLE IX

FUNDS AND ASSETS

This corporation shall use its funds only to accomplish the purposes stated in these Articles of Incorporation. Upon the dissolution of the corporation, after paying or adequately providing for the debts and obligations of the organization, the remaining assets shall be distributed to, and only to, the City.

ARTICLE X

MEETINGS

Regular and subcommittee meetings of the corporation and the place, time and manner of giving notice of such meetings shall be in accordance with applicable law and as prescribed by the bylaws of the corporation.

ARTICLE XI

BOARD OF DIRECTORS AND OFFICERS

9.1 The management of the affairs of the corporation shall be vested in a Board of Directors, except as otherwise provided in the Colorado Nonprofit Corporation Act, these articles of incorporation or the bylaws of the corporation.

9.2 The directors of the corporation shall number five (5), and shall be appointed or designated as follows:

One (1) director shall be appointed by the Grand Junction City Council;

One (1) director shall be the Executive Director of the Downtown Development Authority, or such person who is appointed as acting Executive Director by the board of Directors of the Downtown Development Authority;

One (1) director shall be the Executive Director of the Grand Junction Economic Partnership, or such person who is appointed as acting Executive Director by the board of Directors of the Grand Junction Economic Partnership;

One (1) director shall be a principal of Bonsai Designs, LLC, for so long as Bonsai Designs, LLC or an affiliate is a subtenant of the corporation in the Las Colonias Business Park; and

One (1) Director shall be appointed by the other four (4) Directors.

ARTICLE XII

INCORPORATOR

The name and address of the incorporator is John P. Shaver, City Attorney, 250 North 5th Street, Grand Junction, Colorado 81501.

ARTICLE XIII

DISSOLUTION

In the event of the dissolution of the corporation, no part of its property shall be distributed to any private entity or individual, and any property of the corporation not required to pay corporate debts and corporate expenses shall be distributed only to the City for purposes determined then by it.

ARTICLE XIV

BYLAWS OF THE CORPORATION

The initial bylaws of the corporation shall be adopted by the initial Board of Directors. The Board of Directors shall have the power to adopt and amend the bylaws of the corporation, by a two-thirds majority, as they may deem proper for the management of the affairs of the corporation, and which are not inconsistent with these Articles of Incorporation, the City of Grand Junction Municipal Code, or state law. No bylaw or amendment of these articles shall have the effect of giving any director or officer of the corporation any proprietary interest in the corporation's property or assets, unless separately and lawfully created, during the term of the corporation's existence or as an incident to its dissolution.

ARTICLE XV

LIMITED LIABILITY

15.1 No officer or director of the corporation shall be personally liable for the debts or obligations of the corporation of any nature whatsoever, nor shall any of the property or assets of the officers or directors be subject to the payment of the debts or obligations of the corporation.

15.2 No director shall be personally liable to the corporation for monetary damages for any breach of fiduciary duty as a director, except that the foregoing shall not limit such director's liability to the corporation for monetary damages for any breach of the director's duty of loyalty to the corporation; any of such director's acts or omissions not in good faith or which involve intentional misconduct or a knowing

violation of the law; acts specified in Title 7 of the Colorado Revised Statutes regarding a director's assent to or participation in the making of any loan by the corporation to an director or officer of the corporation; or any transaction from which such director derived an improper personal benefit. If Colorado law is hereafter amended to authorize further limitation of or amendment to the liability of directors, then the liability of the directors stated herein shall be deemed accordingly amended to the fullest and most complete application of the law, as amended, to the directors of the corporation.

ARTICLE XVI

INDEMNITY

Each officer and director of the corporation, in consideration for his/her services, shall, in the absence of fraud, be indemnified, whether then a member or not, for the reasonable cost and expenses incurred by them in connection with the defense of, or for advice concerning any claim asserted or proceeding brought against them by reason of being or having been a director or officer of the corporation, to the maximum extent permitted by law. The foregoing right of indemnification shall be inclusive of any other rights to which any officer or director may be entitled as a matter of law.

These Articles of Incorporation, consisting of pages 1 to 6 inclusive, have been duly adopted by the Incorporator.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this _____ day of _____, 201__.

INCORPORATOR:

John P. Shaver, City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was executed and acknowledged before me this _____ day of _____, 201__ by John P. Shaver, Incorporator.

Witness my hand and official seal.

Notary Public (SEAL)

My Commission Expires: _____

BYLAWS
of
LAS COLONIAS DEVELOPMENT CORPORATION,
a Colorado nonprofit corporation

ARTICLE I
NAME AND OFFICE

1.1. Name. The name of the corporation shall be the Las Colonias Development Corporation (“Corporation”).

1.2. Principal Office. The principal office of the Corporation shall be located at 437 Colorado Avenue, Grand Junction, Colorado, 81501. The board of directors of the Corporation shall engage necessary staff to support the purposes and powers of the Corporation; any or all staff shall not be required to serve from the principal office.

1.3. Registered Office. The registered office of the Corporation, required by the Colorado Revised Nonprofit Corporation Act to be maintained in the state of Colorado, may be, but need not be, identical to the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

1.4 Registered Agent; Changes. The Corporation shall continuously maintain within the State of Colorado a registered agent in compliance with the Colorado Nonprofit Corporation Act.

ARTICLE II
PURPOSES AND POWERS

2.1 Purpose. The Corporation is a nonprofit corporation and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future Federal tax code. The Corporation’s purpose is to lessen the burdens and obligations of the City of Grand Junction (“City”) by planning, executing and implementing a program of redevelopment of the City’s Las Colonias property (“Property”), with the following objectives:

2.1.1. To plan, in close cooperation with appropriate City officials and departments and other interested persons and agencies, including the Downtown Development Authority (“DDA”), an orderly and proper redevelopment program (“Program”) for the Property for the benefit of the public;

2.1.2 To execute the Program to serve the best interests of the City, the DDA and the public and to feature development of an outdoor recreation equipment

sales and manufacturing center together with a park and park improvements that will include both public and private amenities;

2.1.3 To implement the Program using public and private investment, bringing to bear financial resources and options that may not otherwise be common or available to the City and/or the DDA, including but not limited to public-private partnerships;

2.1.4 To implement the Program, in cooperation with the City and the DDA, by leasing or using a portion of the Property for pads or development sites and for and as a business park, blending both public and private amenities and use areas;

2.1.5 To implement the Program using innovative real estate development design and techniques;

2.2 Powers. The Corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes for which the corporation is organized and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The power of the Corporation shall include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

ARTICLE III

NONPROFIT STATUS AND EXEMPT ACTIVITIES LIMITATION

3.1 Nonprofit Status. The Corporation is a Colorado nonprofit corporation, organized for purposes authorized pursuant to Section 501(c)(3) of the Internal Revenue Code.

3.2 Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended, or by any organization contributions to which are deductible under section 170(c)(2) of such code and regulations as they now exist or may be amended.

3.3. Limitation on Distribution of Earnings. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any director, officer, member, or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributing in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.

3.4 Limitation on Distribution of Earnings upon Dissolution. Upon termination or dissolution of the Corporation, any assets lawfully available for distribution shall be distributed to the City.

ARTICLE IV

MEMBERSHIP

The corporation shall have no members.

ARTICLE V

BOARD OF DIRECTORS

5.1 Directors. Management of the affairs of the Corporation shall be vested in its Board of Directors. The corporation shall have 5 directors. The board of directors of the Corporation shall be appointed or designated as follows:

- A principal of Bonsai Design, LLC (designated in writing by Bonsai)
- A representative of the Grand Junction City Council (appointed by the City Council)
- The Executive Director of the Downtown Development Authority (as determined from time to time by the DDA Board)
- The Executive Director of the Grand Junction Economic Partnership (as determined from time to time by the GJEP Board)
- One at-large director appointed by the four named directors. The at-large director shall have real estate development, business or outdoor recreation experience deemed relevant to service on the board. Appointment of the at-large director shall require the affirmative vote of at least 3 of the 4 named directors.

5.2 Powers. The Board of Directors shall possess, and may exercise, any and all powers granted to the Corporation under the Colorado Nonprofit Corporation Act, the articles of incorporation, and these bylaws, subject to the limitations set for the in the articles of incorporation. All corporate powers shall be exercised by or under the authority of the board and the affairs of the Corporation shall be managed under the direction of the board, except as otherwise provided by law.

5.3 Terms.

5.3.1 All directors shall be appointed to serve a two-year term; however the term may be extended until a successor has been duly appointed or designated. Otherwise, the term of office of any individual director shall terminate upon the effective date of his or her resignation, which may be made at any time by giving notice thereof in writing; upon his or her death; or upon a vote of 2/3 of a majority of the entire Board then in office to remove him or her from office, in accordance with Section 5.6 below.

5.3.2 Director terms may be staggered so that no more than two or three of directors will end their terms in any given year.

5.3.3 Directors may serve terms in succession.

5.3.4 The term of office shall be considered to begin January 1 and end December 31 of the second year in office, unless the term is extended until such time as a successor has been elected.

5.4 Qualifications and Election of Directors. In order to be eligible to serve as a director of the Corporation, the individual must be 18 years of age. No person shall serve as a director of the Corporation if he or she has a direct or indirect personal or financial relationship which would materially impair his or her ability to act solely in the interests of the corporation, subject to the Corporation's conflict of interest policy. The election to replace those who have fulfilled their term of office shall take place in January of each year.

5.5 Vacancies. The board of directors may fill vacancies due to expiration of a director's term of office, resignation, death, or removal of a director or may appoint new directors to fill a previously unfilled board position, subject to the maximum number of directors under these Bylaws. Vacancies in the board of directors due to resignation, death, or removal shall be filled by the entity who appointed the director being replaced.

5.6 Removal of Directors. A director may be removed with or without cause by the entity that appointed the director. The at-large director may be removed by the affirmative vote of at least 3 of the 4 named directors, with or without cause.

ARTICLE VI

MEETINGS AND MANNER OF ACTING

6.1. Annual Meeting. The board of directors shall meet at least once a year for an "Annual Meeting," which Annual Meeting may be held in conjunction with the first regular meeting of the calendar year.

6.2 Other Regular Meetings. The board of directors shall have a minimum of four (4) regular meetings each calendar year at times and places fixed by the board.

6.3 Notice. The Corporation may provide a single notice of all regularly scheduled meetings for a given calendar year without having to give notice of each meeting individually. Otherwise, at least ten (10) days' notice shall be given, by first-class mail or electronic mail, to each director of a regular meeting of the board. A regular meeting can also be held with forty-eight (48) hours' notice delivered personally or by telephone. If sent by mail or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system. Notice of meetings shall specify the place, day, and hour of meeting. The purpose of the meeting need not be specified.

6.4. Special Meetings. Special meetings of the board may be called by the president, vice president, secretary, treasurer, or any two (2) other directors of the board of directors. A special meeting must be preceded by at least two (2) days' notice to each director of the date, time, and place, but not the purpose, of the meeting.

6.5. Telephone/Teleconference Meetings. One or more directors may participate in a regular or special meeting by telephone or teleconference, so long as all directors participating in the meeting can speak to and hear each other at the same time and so long as each person entitled to participate in the meeting consents to the meeting being held by such means. Participation by such means shall constitute presence in person at the meeting.

6.6. Action without Meeting. An action required or permitted to be taken at a meeting of the board of directors may be taken without a meeting, provided all directors consent in writing and set forth in the same writing the action or decision taken or made. Consent in writing shall have the same force and effect as a unanimous vote, and may be described as such in any document executed by or on behalf of the corporation. For purposes of this section an email transmission from an email address on record constitutes a valid writing. The intent of this provision is to allow the board of directors to use email to approve actions, as long as all board members give consent for the action to be taken without a meeting.

6.7. Waiver of Notice. Any director may waive notice of any meeting, in accordance with Colorado law, by written statement filed with the board of directors, or by an oral statement any such meeting. Attendance at a meeting of the board of directors shall also constitute a waiver of notice, except where a director states that he or she is attending for the purpose of objecting to the conduct of business on the ground that the meeting was not lawfully called or convened.

6.8. Quorum. A majority of the directors in office immediately before a meeting shall constitute a quorum for the transaction of business at that meeting of the board. No business shall be considered by the board at any meeting at which a quorum is not present. In no case shall a quorum consist of less than two directors.

6.9 Majority Vote. The affirmative vote of the directors present at a board meeting at which a quorum is present shall be necessary and sufficient to the making of decisions by the board, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board, except as otherwise required by law, by the articles of incorporation, or by these bylaws. Each director shall have one vote.

6.10 Hung Board Decisions. On the occasion that directors of the board are unable to make a decision because of a tied number of votes, the president or the treasurer in the order of presence shall have the power to swing the vote based on his/her discretion.

6.11 Disqualification from Action, Decision or Vote. Whenever a director has a direct or indirect personal or financial interest in a transaction or other decision to come before the board of directors, he or she shall disclose such personal or financial interest to the board of directors, which shall take such action, including disqualification, as it determines to be appropriate.

ARTICLE VII

OFFICERS

7.1 Officers. The officers of the corporation shall be a President, Vice President, and Secretary-Treasurer.

7.1.1 President. The president shall act as the chief volunteer officer of the Corporation, shall supervise all of the affairs of the Corporation in accordance with the policies and directives approved by the board of directors. The president shall lead the board of directors in performing its duties and responsibilities, including, if present, presiding at all meetings of the board of directors, and shall perform such other duties as the board of directors may from time to time prescribe.

7.1.2 Vice President. In the absence or disability of the president, the vice president shall perform the duties of the board president. When so acting, the vice-president shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall have such other powers and perform such other duties prescribed for them by the board of directors or the president. The vice-president shall normally accede to the office of the president upon the completion of the board president's term of office.

7.1.3 Secretary-Treasurer. The secretary-treasurer shall

- keep or cause to be kept a book of minutes of all meetings and actions of directors and committees of directors, which minutes shall state the time and place that the meeting was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and with these bylaws,
- cause notice to be given of all meetings of directors and committees as required by the bylaws,
- keep or cause to be kept full and accurate account of the receipts and disbursements of the Corporation,
- deposit or cause to be deposited all moneys and other assets in the name and to the credit of the Corporation in such depositories as may be designated by the board of directors,
- disburse or cause to be disbursed corporate funds, making proper vouchers for such disbursements,

- render to the president and the board, upon request, an accounting of all transactions of the secretary treasurer,
- be the lead director for oversight of the financial condition and affairs of the Corporation,
- oversee and keep the board informed of the financial condition of the Corporation and of audit or financial review results,
- oversee budget preparation,
- ensure that appropriate financial reports, including an account of major transactions and the financial condition of the corporation are made available to the board of directors on a timely basis or as may be required by the board,
- permit any director or duly authorized attorney to inspect all books and records of the corporation for any proper purpose at any reasonable time,
- appoint, with approval of the board, a qualified fiscal agent or member of the staff to assist in performance of all or part of the duties of the secretary-treasurer,
- have such other powers and perform such other duties as may be prescribed by the board of directors or the president.

7.1.4 Non-Director Officers. The board of directors may designate additional officer positions of the Corporation and may appoint and assign duties to other non-director officers of the Corporation.

7.2. Qualifications. The president, vice-president and secretary-treasurer shall be directors of the Corporation.

7.3 Election. The initial officers of the Corporation shall be elected by the initial board of directors at the organizational meeting. Officers shall thereafter be elected annually by the board of directors at the regular annual meeting, and upon the appointment of one or more new directors.

7.4 Term of Office. Each officer shall hold office for one year from the effective date of her or his election, or until a successor to such officer shall have been duly elected as herein provided. The term of office of any officer shall terminate upon the effective date of his or her resignation submitted orally or in writing the board of directors, upon his or her death, or upon a majority vote of the board to remove him or her from office.

7.5 Duties and powers of officers. The duties and powers of the officers of the Corporation shall be as provided in these bylaws or shall be those customarily exercised by corporate officers holding such offices (except to the extent that they are inconsistent with these bylaws).

7.6 Resignation. Any officer may resign at any time by giving written notice to the Corporation without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. Any resignation shall take effect at the date of the receipt

of the notice or at any later time specified in the notice. The acceptance of the resignation shall not be necessary to make it effective.

ARTICLE VIII

SALARIES / COMPENSATION

8.1 Compensation. No director or officer of the Corporation shall receive any salary or compensation for services nor shall any director or officer of the Corporation receive from the corporation any pecuniary profit from the operations of the Corporation; provided that any director or officer may, from time to time, be reimbursed for his reasonable expenses incurred in the performance of duties as director or officer. The board may by resolution adopt policies providing for reasonable reimbursement of directors or officers for expenses incurred in conjunction with carrying out board or officer responsibilities.

8.2 Loans. The Corporation shall not lend money to or guarantee the obligation of a director or officer, except that the corporation may provide an advance to pay reimbursable expenses reasonably expected to be incurred by a director or officer in conjunction with carrying out board or officer responsibilities. The board may by resolution adopt policies for such advances.

ARTICLE IX

COMMITTEES

9.2 Other Committees. The board of directors may by resolution create other committees consisting of directors or other persons. The resolution creating such committee shall describe the purpose and responsibilities of the committee.

9.2.1 Such other committees shall have such authority as the board of directors may by law and these bylaws direct; provided that any committee that includes persons other than directors may not

- exercise any powers of the board of directors,
- alter, amend, repeal or adopt new bylaws,
- remove or appoint members of the board of directors,
- elect or remove officers,
- fill vacancies on a committee created hereunder,
- adopt an annual budget of the corporation,
- take any final action on a matter which also requires board approval,
- amend or repeal any resolution of the board of directors,
- expend corporate funds to support a nominee for director,
- appoint any other committees of the board of directors,
- approve any transaction to which the Corporation is a party and one or more, directors has a material financial interest,

- approve any transaction between the Corporation and one or more of its directors, or
- approve any transaction between the Corporation and any person in which one or more of the directors have a material financial interest.

9.2.2 Meetings and Action of Other Committees. Regular meetings, special meetings, and action of the committees shall be governed by and held and taken in accordance with the provisions of these bylaws governing meetings of the directors, with such changes in the context as are necessary to substitute the committee and its members for the board and its members. Alternate members shall also be given notice of meetings and shall have the right to attend all meetings of the committee.

9.2.3 Time for regular meetings. The time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee.

9.2.4 Minutes. Minutes shall be kept of each meeting of a committee and shall be reported to the board of directors and filed with the corporate records. The board of directors may adopt rules for the governing of the committee not inconsistent with these bylaws.

ARTICLE X

INDEMNIFICATION

10.3 Indemnification of Directors. The Corporation shall indemnify and hold harmless any director of the Corporation to the extent allowed by law. In providing indemnification under this section, the Corporation shall follow the Colorado Nonprofit Corporation Act.

10.3.1 Mandatory Indemnification. The Corporation shall indemnify a director or former director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation against reasonable expenses incurred by him or her in connection with the proceedings.

10.3.2 Permissible Indemnification. The Corporation shall indemnify a director or former director made a party to a proceeding because he or she is or was a director of the Corporation against liability incurred in the proceeding if the determination to indemnify him or her has been made in the manner prescribed by law and payment has been authorized in the manner prescribed by law.

10.3.3 No indemnification. No indemnification shall be made available to a director or former director made a party to a proceeding because of the criminal action(s) of that director or former director.

10.3.4 Advance for Expenses. Expenses incurred in defending a civil action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of (1) a written affirmation from the director, officer, employee or agent of his or her good faith belief that he or she is entitled to indemnification as authorized in this section, and (2) an undertaking by or on behalf of the director, officer, employee or agent to repay such amount(s) to the Corporation unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation in these bylaws.

10.3.5 Indemnification of Officers, Agents and Employees. An officer of the Corporation who is not a director is entitled to mandatory indemnification under this article to the same extent as a director. The Corporation may also indemnify and advance expenses to an employee or agent of the Corporation who is not a director, consistent with Colorado law and public policy, provided that such indemnification, and the scope of such indemnification, is set forth by the general or specific action of the board or by contract.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Seal. The Corporation shall have no seal.

11.2 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year and shall end on the thirty-first day of December of each year, unless changed by the board of directors.

11.3 Checks and Drafts. All checks, drafts, or other orders for the payment of money shall be signed by such Officer of Officers or such other person or persons as the board of directors may from time to time designate.

11.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

11.5 Contracts. Except as otherwise provided by resolution of the board or by board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the Corporation shall be executed on its behalf by the president. The board may by resolution delegate such authority from time to time to other persons in accordance with the policies approved by the board.

11.6 Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

11.7 Records. The Corporation shall keep as permanent records at its principal office the following:

- minutes of all meetings of its board of directors and committees
- records of all actions taken by the board of directors or committee(s) with or without a meeting
- a copy of the articles of incorporation or any restated articles of incorporation and all amendments to them
- these bylaws and any restated or amended bylaws
- minutes and records described in this section for the past 3 years,
- a list of the names, business addresses and email addresses of its current directors and officers, and
- the most recent annual report filed with the State of Colorado.

11.8 Nondiscrimination Policy. The officers, directors, committee members, employees, and persons served by the Corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin and sexual orientation. It is the policy of the Corporation not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran's status, political service or affiliation, color, religion, or national origin.

11.9 Transparency and Accountability. It is the policy of the Corporation to make full and accurate information about its mission, activities, finances and governance publicly available and to practice and encourage transparency and accountability to the general public. In accordance with this policy the corporation will:

- indicate which documents and materials produced by the Corporation are presumptively open to the public;
- indicate which documents and materials produced by the Corporation are presumptively closed to the public;
- specify the procedures whereby the status of documents and materials can be altered; and
- provide IRS forms 990, 990-T, 1023 and 5227, bylaws, conflict of interest policy and financial statements to the general public for inspection free of charge.

11.10 Codes of Ethics and Whistleblower Policy. The Corporation requires directors, officers and employees to observe and practice high standards of business and personal ethics and honesty and integrity in the conduct of their duties and responsibilities for and/or on behalf of the Corporation. If any director, officer, staff or employee reasonably believes that some policy, practice, or activity of the Corporation is in violation of law, a written report must be filed by that person with the vice president or president. Any and every such report must be filed in good faith and based on reasonable grounds which must be disclosed in such report; allegations which prove to have been falsely or maliciously made shall constitute a disciplinary offense. The reporting party is protected from retaliation only if the allegations are made in good faith and the corporation is given a reasonable opportunity to investigate and correct the alleged unlawful activity.

ARTICLE XII
AMENDMENTS

12.1 Amendments to Bylaws. These bylaws may be altered, amended or repealed by the affirmative vote of a majority of the directors voting at any special or regular meeting. Notwithstanding the foregoing, no amendment shall be made to these bylaws which would

- be inconsistent with the Articles of Incorporation, or with applicable law,
- cause the Corporation to cease to qualify as an exempt corporation under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code, or
- affect the voting rights of directors, unless such amendment is ratified by a two-thirds vote of a the directors at a regular or special meeting called for that purpose, with notice of such meeting provided including the purpose of the meeting.

12.2 Amendments to Articles of Incorporation. The articles of incorporation may be altered or amended, or new articles adopted, at any meeting of the board of directors, by a vote of a 2/3 majority of the directors in office, if at least ten (10) days written notice is given of the intention to take such action at such meeting.

ARTICLE XIII
DISSOLUTION

Upon termination or dissolution of the Corporation, any assets lawfully available for distribution shall be distributed to the City of Grand Junction. No part of the net earnings, property or assets of the corporation shall insure to the benefit of or be distributed or distributable to any director, officer or other private person or individual, except that the Corporation shall be unauthorized and empowered to pay reasonable compensation for services rendered.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the foregoing Bylaws of the Las Colonias Development Corporation were approved by the Las Colonias Development Corporation's board of directors on this _____ day of _____, 20____, and constitute a complete copy of the bylaws of the corporation.

Secretary-Treasurer _____

Printed name: _____

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RIVERFRONT AT LAS COLONIAS
BUSINESS AND RECREATION PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the Riverfront at Las Colonias Business and Recreation Park (the “Declaration”), is hereby declared effective on the date executed below by **the Las Colonias Development Corporation**, a Colorado nonprofit corporation, hereafter referred to as “Declarant,” which has acquired declarant rights pursuant to a Master Lease with the property owner, the City of Grand Junction (City).

RECITALS

A. The City is the owner of, and the Las Colonias Development Corporation is leasing from the City, that certain real property situated within the City of Grand Junction, County of Mesa, Colorado, described in the attached Exhibit A, and hereinafter referred to as the Property. The Property is held by the City as a part of a public park, known as Las Colonias Park.

B. The City has leased the Property to the Declarant and charged the Declarant with development of the Property as a business and recreation park in that certain Master Lease and Development Agreement for the Riverfront at Las Colonias Business and Recreation Park (“Master Lease”). Accordingly, the City has granted to the Declarant the right to create and cause to run with the Property protective covenants, conditions and restrictions on the use and development of the Property.

C. The City intends that the Property will initially be leased to the Las Colonias Development Corporation for a period of twenty-five (25) years, with possibility of renewal for a second twenty-five (25) year term, in accordance with the provisions of the Master Lease. The City also intends to ask the voters of the City to allow the sale of all or part of the Property by placing the question on a ballot in a regular or special election.

D. The City intends for the Declarant to develop the Property as a business and recreation park in accordance with a common plan of development that has been or will have been reviewed and approved by the City of Grand Junction Community Development Department and adopted by the City Council in connection with the Planned Development (PD) zoning of the Property, in the form of a Planned Development Zoning Ordinance, an Outline Development Plan and/or one or more Final Plan, all of which are collectively referred to herein as the Plan.

E. The City intends to subdivide and plat the Property at some future time, but intends for the Property to be developed in accordance with the Plan and with the restrictive covenants established by the Declarant regardless of whether or not such subdivision is accomplished.

F. The land comprising Las Colonias Park was once used for stockpiling uranium mill tailings, but has been remediated pursuant to the Uranium Mill Tailings Remediation Act. The City has since improved Las Colonias Park by adding a pedestrian/bike trail, a pedestrian bridge across the Colorado River, a restroom and small playground, and an amphitheater. The Park is subject to environmental covenants referenced in the conveyance instrument(s) by which the City took title from the State of Colorado in 1997 (“Environmental Covenants”). Therefore, development of the Property, including but not limited to construction of structures by the LCDC and/or its Tenants, is subject to the Environmental Covenants, and construction plans must be approved by the Colorado Department of Public Health and Environment. The City will cooperate with and assist the LCDC and/or its Tenant(s) in obtaining such approval, but has no obligation to remediate any Pad Site or any other part of the Property in the event that adverse environmental conditions are found.

G. Declarant desires and intends that the Property will be developed and improved under a common plan of development under the name and style of Riverfront at Las Colonias Business and Recreation Park (Riverfront Park), and to subject the Property to the covenants, conditions and restrictions set forth herein.

H. Declarant desires to establish beneficial covenants, conditions and restriction upon the Property with respect to the proper use, occupancy, improvement and enjoyment thereof, all for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, for the purposes set forth above and herein, Declarant for itself and its and the City’s successors and assigns hereby declares that the Property subject to this Declaration, and each part thereof, shall be owned, held, transferred, conveyed, sold, leased, rented, improved, altered, maintained, utilized and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, liens, easements, privileges, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be pursuant to, and in furtherance of a common and general plan of development, all of which shall run with the land and be binding upon and inure to the benefit of the Property and every part thereof. This Declaration shall be recorded in Mesa County, Colorado.

ARTICLE I GENERAL DECLARATION

2.1 General Purposes.

Riverfront at Las Colonias Business and Recreation Park will be developed and maintained as a harmonious, multi-use development park with an attractive park-like setting and high- quality buildings and features integrated into the natural landscaped river area environment. To that end, the purposes of these protective covenants are:

- a. To ensure proper use, development and maintenance of the Property and each Lot and Tract therein;
- b. To enhance, protect and preserve the long-term values of the Property and each Lot and Tract therein;
- c. To enhance the Riverfront Park and the public amenities located therein and in its vicinity;
- d. To protect and enhance the natural environment;
- e. To guard against the erection of improper, unsuitable structures and uses;
- f. To avoid incompatible and unsightly uses, buildings, structures, fencing, signs and other installations;
- g. To ensure consistent development of the Property in keeping with the overall high-quality development goals of these protective covenants;
- h. To promote compatible development and use of Pad Sites and Common Areas within the Riverfront Park with the integrity, beauty, and character of the environment;
- i. To encourage and ensure the erection of attractively designed permanent improvements appropriately located within the Property so as to achieve harmonious appearance and function;
- j. To establish and preserve public open spaces for the enjoyment and benefits of occupants, tenants, owners and the public;
- k. To protect the health and safety of the general public;
- l. To attract quality, image-conscious companies and businesses to the Riverfront Park.

2.2 **Estate Subject to Declaration.** Declarant does hereby subject the Property to the provisions of the Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, right, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant to, touching and concerning and running with the land and shall at all times insure to the benefit of and be binding upon any Person having at any time any interest or estate in the Property, and their respective heirs, successors, representatives or assigns.

2.3 **Life.** This Declaration shall run with the land and shall be binding on all parties and all persons claiming them for a period of 25 years from the date of recording of this Declaration, after which time the restrictions and covenants then in force and effect shall be automatically extended for successive periods of 10 years each, unless an instrument terminating such restrictions and covenants by the Declarant or the owner(s) of the Property in accordance with the provisions regarding amendment and termination in this Declaration.

2.4 **Applicability and Effect.** These protective covenants are applicable to all of the Property and shall become effective and in full force upon recordation with the Mesa County Clerk and Recorder.

2.5 **Leases Subject to Declaration.** Each Pad Site shall be leased subject to the restrictions and covenants set forth herein.

ARTICLE II

DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used in this Declaration shall have the following meanings:

Building Envelope shall mean and refer to that portion of a Pad Site which may be depicted and designated as a "Building Envelope" on the Plan or on a Plat of all or part of the Property; a Pad Site may be coterminous with a Building Envelope in some cases.

City shall mean the City of Grand Junction, a home rule municipal corporation.

Common Areas shall mean and refer to those areas designated as Common Areas on Exhibit C which may include public trails, open space, active and passive recreation areas and features, landscaping, pedestrian-scale amenities such as benches, tables, art, fountains, lakes or other water features, or other park-like amenities.

Declarant shall mean the Las Colonias Development Corporation (LCDC), its successors, assigns and affiliates. A person or entity shall be deemed to be a successor or assign of Declarant if specifically designated in a duly Recorded instrument as a successor or assign of Declarant signed by the Owner of the Property and shall be considered a Declarant only as to the particular rights or interests specifically designated in that written instrument.

Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for The Riverfront at Las Colonias Business and Recreation Park and any properly enacted amendments hereto.

Design Standards shall mean the rules, procedures, standards, guidelines, requirements and restrictions for site and structure design set forth in this Declaration.

Front or front yard shall mean the side of a building or structure facing a public street.

Improvements shall mean and refer to any and all buildings, parking areas, fences, screening, retaining walls, stairs, decks, hedges, windbreaks, plants, trees, shrubs, berms, ponds, trails, recreational facilities including zip line facilities, boat houses, storage houses or units, covered storage areas, signs, objects of art, mailboxes, delivery areas, drainage and irrigations facilities (including pumps, pipelines, drip lines, sprinklers) and other structures or landscaping of every type and kind situated on the Property.

LCDC shall mean and refer to the Las Colonias Development Corporation, who is the Declarant but who also has other obligations and authority related to the Property pursuant to the Master Lease.

Lease or Sublease shall mean and refer to any agreement for the leasing, rental, use or occupancy of any Pad Site or Lot or any structure located on a Pad Site or Lot within the Property.

Tenant shall mean and refer to a person or entity who is leasing a Pad Site pursuant to a sublease with the LCDC, but shall not refer to the Declarant/LCDC.

Lot shall mean and refer to that part of the Property shown on any Plat of all or part of the Property.

Master Lease shall refer to that certain written agreement between the City of Grand Junction and the Las Colonias Development Corporation entitled Master Lease and Development Agreement for the Riverfront at Las Colonias Business and Recreation Park.

Owner shall mean the owner of a platted lot of the Property.

Pad Site shall mean and refer to subareas of the Property that are conceptually delineated on Exhibit B and which are leased by the Declarant to Tenants or otherwise developed for the purpose of leasing to a Tenant.

Person shall mean a natural person, a corporation, a partnership, a limited liability company, a trust, or any other entity capable of holding title to real property pursuant to the laws of the State of Colorado.

Plan shall mean and refer to the plan(s) approved by the City Council in connection with the Planned Development (PD) zoning of the Property, which includes the PD zoning ordinance and any duly adopted amendments thereto, the Outline Development Plan (ODP) and any Final Plan, as those terms are defined in the Grand Junction Zoning and Development Code, and Exhibit B attached hereto.

Plat shall mean and refer to a recorded plat of the Property and any subsequent replats of all or part of the Property.

Record or Recorded shall refer to the act of recording an instrument with the office of the Clerk and Recorder of Mesa County or to an instrument so recorded.

Riverfront Park shall mean and refer to the Riverfront at Las Colonias Business and Recreation Park.

Rules and Regulations shall mean rules and regulations for use of the Property adopted from time to time by the Declarant's Board.

Site shall mean and refer to a subarea of the Riverfront Park developed for a particular purpose.

Site Plan shall mean the Declarant- and City-approved site-specific plan for the development of any Site.

ARTICLE III EASEMENTS

A permanent and perpetual easement over the areas shown on Exhibit C as Common Areas is hereby reserved for the general public, subject to the reasonable rules and regulations governing public use established by the LCDC. This area shall include improved walking paths, passive and active recreation areas, water features and other pedestrian amenities. This area shall be maintained by and at the expense of the LCDC, but the LCDC may, by separate agreement, contract with the City for performance thereof, and may assess Tenants fees or dues for such maintenance expenses, or may include maintenance costs in rents charged to Tenants.

All easements burdening the Property or any part thereof shall include the right of ingress and egress that is reasonably necessary for any construction, maintenance, inspection, repair or improvement contemplated by the terms of the easement.

ARTICLE IV LAND USE

The Property shall be used only in a manner or manners which are consistent with the Plan, and with the following.

4.1 **Permitted uses – Pad Sites.** Pad Sites may be improved, occupied and used only for the following:

- a. Light manufacturing, assembly, fabricating and processing or packaging of goods, materials and products.
- b. Research, development and testing laboratories, facilities and services.
- c. Wholesaling of products.
- d. Office.
- e. Retail sale of products manufactured on site and clearly an accessory use to the primary use of the site, which primary use must be among a, b, and c above.
- f. Retail sale of outdoor recreational products and/or services (such as outfitters), excluding sales of motorboats, automobiles or recreational vehicles.
- g. Other uses substantially similar in nature to the uses listed above.
- h. Only on the pad sites designated as J, K, L, and M on Exhibit B, restaurant, bar/tavern or other food sales are also allowed.
- i. Only on the pad site designated as I on Exhibit B, indoor storage and warehousing are also allowed.
- j. Hotel/motel.
- k. **Accessory uses** in conjunction with the foregoing primary uses are limited to the following: office operations that are integral to a permitted use; retail sale of products

manufactured on site; food, coffee or beverage sales; and substantially similar accessory uses.

4.2 **Permitted uses – Common Areas.** The areas designated as Common Areas as shown in Exhibit C may be improved and used only for the following:

- a. Public trails
- b. Open space
- c. Access
- d. Landscaping
- e. Public, pedestrian-scale amenities such as benches, tables, art, fountains, ponds, swimming and other water features.
- f. Outdoor recreation – public (this may include but is not limited to non-motorized watercraft rentals and launch areas, exercise circuits, playgrounds).
- g. Drainage and/or irrigation facilities
- h. Other uses and improvements substantially similar to the foregoing.

Common areas shall not be subleased by the LCDC to any Tenant or third party. Nothing in these restrictive covenants shall be deemed or construed to create a public forum in or out of the Common Areas or any other part of the Property. The Declarant may subject the use of Common Areas by the public to reasonable rules and regulations limiting hours of use and restricting activities to those which enhance the value and overall character of the Property and the Riverfront Park and protect or enhance the property and business activities of Tenants.

4.3 **Prohibited uses.** The following uses are prohibited on the Property:

- a. Uses which would cause a nuisance per Article VII of this Declaration.
- b. Outdoor storage yards, and any outdoor storage that is not merely incidental to the primary use.
- c. Storage warehouses, mini-warehouses or similar storage facilities for non-business uses.
- d. Manufacture or sale of ceramics or ceramic products.
- e. Gasoline stations or related uses.
- f. Gasoline, oil or other fuel production, storage or distribution operations.
- g. Ammunition, ordnance or explosives production, distribution or storage operations.
- h. Insecticide or pesticide production, distribution, or storage. (Small amounts of materials for rodent or insect control on site may be kept on a site where such keeping is only incidental to an otherwise permitted use.)

- i. Asphalt plants.
- j. Glue or acid manufacture or distribution operations.
- k. Cement, lime or gypsum or related manufacturing operations.
- l. Junk or salvage yards.
- m. Used auto parts sales.
- n. Waste processing, waste incineration, and recycling businesses (recycling and waste bins incidental to permitted uses are allowed if maintained in accordance with the Design Standards herein).
- o. Residential uses of any kind.
- p. Mobile homes, trailers.
- q. Camping and/or RV sites.
- r. Retail sales of automobiles, recreational vehicles, motorized recreational watercraft, motorboats, guns, secondhand goods,
- s. Pawn shops.
- t. Paid parking lots.
- u. Gravel pits, mining, or other oil, gas or mineral extraction operations.
- v. Cabinet, furniture and upholstery shops.
- w. Rendering or slaughtering of animals or processing of animals or animal byproducts.
- x. Cemeteries, funeral homes or cremation facilities.
- y. Marijuana businesses of any kind, whether retail, wholesale, production, manufacturing, testing, laboratory or other marijuana related business.
- z. Adult entertainment, including but not limited to gentlemen's clubs and adult book stores.

4.4 **Interpretation of permitted and prohibited uses.** When it is unclear whether a proposed use is permitted, the City shall make the determination before the use may be allowed. The LCDC may make a recommendation to the City as to the appropriate classification of a use under these protective covenants and/or whether a use should be permitted or prohibited hereunder.

ARTICLE V DESIGN STANDARDS

5.1 **General.** It is the intent of this section that all structures, sites, features and amenities shall be designed and constructed in such a manner as to provide an aesthetically pleasing appearance and be harmonious with the overall development of the Property. A basic harmony of architecture shall prevail among all development and Improvements so that no improvement shall detract from the appearance of the Business Park overall. Individuality and creativity are encouraged provided that blending of design into the surrounding context is achieved. The general design context must reflect a high quality image.

Nothing contained herein shall nullify any of the requirements of federal, state or local laws, regulations or ordinances. In instances where applicable laws, regulations or ordinances and these protective covenants conflict, the more restrictive shall apply.

5.2 **Site plan submittal, review and approval.** A Site Plan for development and/or improvement of each Pad Site or leasehold area shall, prior to any construction, grading or other site work, be prepared and submitted for approval to the Declarant and the City of Grand Junction Community Development Department. No building, improvement, or use shall be erected, placed, commenced or altered on any Pad Site unless and until a site plan has been approved by the Declarant and the City of Grand Junction.

The Site Plan must address all the standards and requirements set forth in these protective covenants and applicable requirements of the City's Zoning and Development Code.

The Declarant, through its Board of Directors, shall review the site plan site and shall ensure that the Site and structure design comply with the Plan and with the Design Guidelines set forth herein. The Declarant shall then make a recommendation to the City for approval, denial or approval with conditions.

Site Plans shall be prepared, submitted and reviewed by the City in accordance with the City of Grand Junction Zoning and Development Code and with the Comprehensive Plan (including any subarea plans) as may be amended from time to time, and with these protective covenants.

5.3 **Subdivision.** No lease or subdivision of land or lot line adjustment shall occur without the prior written approval of the Declarant and the City.

5.4 **Materials.**

5.4.1 **Intent.** It is the intent of these provisions governing materials that all structures shall be designed and constructed in such a manner as to provide an aesthetically pleasing appearance and be harmonious with the overall development of the Riverfront Park. In addition, exterior building materials should be durable, well maintained and of a quality that will retain a pleasing appearance over time.

5.4.2 **Building materials.** A mix of or variation of materials should be used on exterior facades to break up large building forms and walls. Facing shall be designed to create visual interest and appeal. Facades shall be finished in an attractive manner in keeping with the character of the Riverfront Park. Colors, materials, finishes and building forms for all buildings shall be coordinated in a consistent and harmonious manner on all elevations, facades and sides.

5.4.3 **Roof.** Roofs shall have a maximum pitch of 5/12. All roofing surfaces shall be of a consistent design and material. All roof-mounted mechanical equipment, roof structures, and the like shall be shielded or screened from view from Riverside Parkway

and from the Common Areas. Materials used for shielding or screening shall be harmonious with materials and colors used in roof.

5.4.4 Fencing. All fencing on or within the Property shall be made of either wood, vinyl, wrought iron or masonry wall materials. No chain link or wire fencing of any kind is allowed, except that a chain link fence may be allowed on Pad Site E and Pad Site I, except on any side of the Site which faces and abuts a public street or right-of-way.

5.5 Architectural standards.

Structures shall have at least three of the following elements in combination in order to create and increase visual interest and reduce the appearance of mass and scale:

- Façade articulation/modulation (recessed and projected elements) at a minimum of every 30 feet
- Roofline variations that add interest to and reduce the scale of buildings or expanses of blank wall, such as overhang/eaves, recesses/projections, raised cornice parapets over doors or bays and peaked roof forms.
- Design details which emphasize architectural features, such as
 - Columns and pilasters that help break up a horizontal plane of a building
 - Change of material such as on an exterior wainscoting panel
 - Accent colors that help define and/or accentuate architectural features
- Defined entry: façade feature that emphasizes the primary building entrance through projecting or recessed forms, detail, color and/or materials
- Window sizes and shapes which break up the façade and provide visual variety and provide a pedestrian and customer friendly character
- Awnings and porticos that provide visual and/or architectural interest
- Variation in materials, material modules, expressed joints and details, surface relief and texture that break up building forms and wall surfaces (such as sills, headers, belt courses, reveals, pilasters, window bays or similar features)

5.6 Outdoor storage. No outdoor storage of unusable equipment, material for recycling, raw materials, damaged finished materials and products, machinery, parts or other equipment is permitted anywhere on the Property, except on Pad Site E and Pad Site I, and on those Pad Sites any such outdoor storage must be only accessory and necessary to the primary use of the Site.

Transformers or similar above-ground equipment, dumpsters, recycling equipment and containers, compactors, bailers and other waste management equipment and waste containers shall be located on or below grade and screened from view in an attractive manner.

Refuse containers, including dumpsters, must be enclosed and concealed from view using materials that match the building façade and provide an opaque visual screen. Enclosures shall be maintained so as to present a good appearance at all times.

5.7 Minimum parcel size. Each Pad Site shall be at least ½ acre in size, including lots designated for future development. No lease or subdivision of Property shall result in the creation of a Pad Site or Lot less than ½ acre in size.

5.8 Parking, circulation and loading areas. On-street parking is encouraged. Parking will be shared among and used in support of use the Riverfront Park and its amenities as a whole. Parking, except in designated on-street parking areas or lots is not allowed within the Riverfront Park and non-vehicular/multi-modal transportation is encouraged. Additional parking required to meet a Tenant's or Owner's needs should be located under the building.

Parking areas, driveways, drive aisles, and loading areas shall be paved with concrete or asphalt; no other surfaces are allowed, including but not limited to recycled tire products and gravel.

Loading areas shall maximize the use of areas already paved, except that loading shall not be conducted so as to interfere with traffic circulation in the Riverfront Park (on drive aisles or in or not streets). Loading areas may be shared among Tenants. Loading areas shall be oriented so as to minimize the impact on the public view corridor and areas open for public enjoyment.

The LCDC may create rules and regulations governing parking in the designated parking areas on the Property, which may include designating specific parking spaces for the use of a specific Tenant during business hours.

5.9 Building envelope. If a Lot contains a Building Envelope noted on a plat of the Property, all Improvements on that Lot must be located entirely within the Building Envelope, including but not limited to buildings, structures, out-buildings, storage units, and/or covered storage areas, but excluding roof overhangs, access driveways, underground utilities, at-grade patios, landscaping, fences, irrigation facilities and drainage facilities.

5.10 Maintenance. Each owner, tenant, or occupant of any Pad Site shall maintain the buildings, sidewalks, and improvements on such Pad Site in a safe, neat, clean, and well-maintained condition and shall comply in all respects with all governmental statutes, ordinances, regulations, and health, building and fire codes.

Each owner, tenant or occupant must remove at its own expense any rubbish or trash which may accumulate on its leased site. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean, neat and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning or incineration.

No open burning shall be permitted on the Property at any time, including for weed control.

5.11 Signs.

5.11.1 Permitted signage. The only allowed sign types on any Pad Site are wall-mounted and monument signs. Wall-mounted signage shall be limited in size to no larger than 100

square feet. On a single building that is larger than 10,000 square feet in size, a sign of larger than 100 square feet may be approved by the LCDC and the City, but in no even shall such sign be larger than 200 square feet. Monument signage shall be limited to one sign per Pad Site not to exceed 48 square feet in size.

5.11.2 Sign lighting. Sign lighting, if desired, must only illuminate the sign face and shall not produce glare. Individual letters used in the sign may be internally illuminated, but full backlit, cabinet signs are not allowed.

5.11.3 Prohibited signs: Off-premise advertising signs, digital and neon signs, and roof mounted signs of any type are not permitted.

5.11.4. Approval of signage. Signage must be depicted on the site plan and approved therewith.

5.12 **Landscaping**. The Riverfront Park is intended to have a park-like setting with a strong emphasis on the natural environment. This emphasis will provide an overall visual continuity throughout the Property and will serve as a backdrop for the development of each individual Pad Site. The design of each Site shall be harmonious with the surrounding site components including site context, open space, landmarks, views and vistas, streetscapes and vegetation.

All areas on any site not used for building, storage, parking, walks, access roads, and loading areas shall be suitably graded and drained, seeded or sodded, and maintained in grass and landscaped areas with groundcover, flowers, trees and shrubs.

Required landscaping on each Pad Site must be completed within 6 months of building completion.

The LCDC shall be responsible for maintenance of the landscaping throughout the Property, except in those areas that are on a Pad Site and fenced off by a Tenant. The LCDC may contract, by separate agreement, with the City for such maintenance. The LCDC may assess Tenants fees or dues for such maintenance and/or include maintenance costs in rental rates charged to Tenants.

5.13 **Amenities**. Maintenance of the Common Areas shall be the responsibility of the LCDC, which may by separate agreement contract with the City for performance thereof. The LCDC may assess Tenants fees or dues for such maintenance and/or include maintenance expenses in rental rates charged to Tenants. It is intended that the Common Areas and amenities thereon be developed and maintained for the use and benefit of the general public as well as the owners, occupants and tenants, but the LCDC may develop reasonable rules and regulations governing such use in order to protect the developed environment while encouraging public use.

5.14 **Building and structure height**.

The maximum building and structure height including roof top equipment shall be 65 feet, or that height specified in the Plan, whichever is more restrictive.

5.15 **Setbacks and Pad Site coverage.** Setbacks and Pad Site coverage (the amount of the Pad Site that can be occupied by a building) shall be determined by the LCDC in conformance with the Plan and with Exhibit B, and shall be set forth in the lease to each Tenant. LCDC has a responsibility under the Master Lease to limit the developed area to a total of 15 acres, which shall be distributed among Tenants as determined by the LCDC.

5.16 **Utilities.** All utility lines shall be located underground and shall not be located underneath buildings or other structures. Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as but not limited to, substations, pad-mounted transformers, pad-mounted switches, equipment boxes and pedestal boxes may be located above ground but shall be screened from view. Temporary overhead facilities may be installed to serve a construction site, but must be removed promptly upon completion of construction. Where necessary to serve neighboring lots, easements shall be granted and recorded for utility facilities and the utility facilities shall be located entirely within the easement area.

5.17 **Drainage and Irrigation.** All surface water created by roofs, parking lots, or other man-made structures shall be collected and discharged directly into the storm drainage system shown on the approved Site Plan or otherwise approved by the City.

5.17.1 **Control.** No area within the Property shall be developed, and no use shall be permitted, that results in the flooding, erosion or sedimentation of adjacent properties, drainage facilities or water ways. Erosion control measures must be taken during and after construction. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other storm water management facility in conformance with the approved Site Plan. The rate of runoff from a project site shall not exceed the predevelopment rate of runoff from the site. To effectuate this requirement, if necessary, surface runoff shall be stored in an on-site storm drainage system.

5.17.2 **Maintenance.** All elements of the drainage control system shall be constructed and maintained in accordance with the Plan. The LCDC shall be responsible for the maintenance of drainage control and irrigation systems on the Property.

5.17.3 **No contamination.** Each Tenant and owner shall take the necessary precautions to ensure that storm drainage from their site is not contaminated with motor vehicle fuels and lubricants, scale or other chemical compounds that are detrimental to aquatic life.

5.18 **Site Grading.**

Initial grading of the Property as a whole will be the responsibility of the City. Each Tenant shall grade his/her/its Pad Site to establish and maintain grade(s) as shown on the Plan. The cost of such grading shall be borne by the Tenant.

Utility easements shown on the approved Site Plan shall be graded to within 6 inches of final grade prior to the installation of underground electric and/or communications facilities. After such facilities have been installed, said final grade shall not be altered by more than 6 inches by

the Tenant or by subsequent Tenants on the Pad Sites or Lots on which utility easements are located, except with written consent of the utility(ies) involved and the City Engineer.

5.19 Fencing.

Individual fencing on a Pad Site is discouraged but may be allowed for specific reasons such as public safety or protection of equipment and materials. Fencing in the Common Areas may be installed in the sole discretion of the City. Fencing in this area shall be maintained by the LCDC.

The maximum height of any fence is 8 feet.

Fences must be kept in good repair and condition at all times. Maintenance of fencing on a Pad Site shall be the responsibility of the Pad Site owner or tenant on which the fencing is located. If fencing is on a lot line, the maintenance responsibility may be equally borne by the adjoining owners/tenants.

ARTICLE VI MAINTENANCE

Each Tenant or Owner shall keep its Pad Site including all drainage and easement areas in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- The removal of all litter, trash, refuse and wastes.
- Maintenance of exterior lighting, signs and mechanical facilities.
- Keeping all exterior building surfaces in a clean, well-maintained condition.
- Snow and ice removal in building entrance and exit areas and from unreasonable roof accumulation.
- Sidewalk maintenance and repair.
- Maintenance of landscaping within any fenced area(s) on the Pad Site.

The City will maintain public streets and public infrastructure that has been accepted in writing by the City.

During construction, it shall be the responsibility of each Tenant or Owner to ensure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials; and that construction materials, trailers and the like are kept in a neat and orderly manner. Burning of excess or scrap construction materials is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of air or water during construction.

The LCDC shall maintain all undeveloped, unleased Pad Sites free of rubbish, noxious weeds and mosquito breeding pond conditions.

LCDC is also responsible for maintenance of landscaping on those areas of Pad Sites that are not fenced in by a Tenant.

Common Areas shall be maintained by the LCDC in a neat, functional and aesthetically pleasing manner at all times.

ARTICLE VII NUISANCE CONTROL

Any activity within the Property must be performed or carried out in a manner that will not cause or produce a nuisance detrimental to adjacent sites or to their users. No operation, process, activity, or building use on the Property shall produce or create noise, light, glare, odor, smoke, fumes, vapors, dust, gas, vibration, heat, waste, toxic material or other measurable external nuisance.

Fire and Explosive Hazards. All activities involving the manufacturing, utilization, processing, or storage of flammable and explosive materials or the use of processes that involve the possibility of burning, shall be provided with adequate safety devices against the hazards of fire and explosion and with adequate fire-fighting and fire-suppression equipment and devices that are standard in the industry. All materials that range from active to intense burning shall be manufactured, utilized, processed, and stored only in completely enclosed buildings which have incombustible exterior walls and an automatic fire-extinguishing system.

Glare and Heat. No activity shall emit glare or heat that is visible or measurable outside its premises except activities which may emit indirect or sky-reflected glare which shall not be visible outside the Property. All operations producing intense glare or heat shall be conducted within a completely enclosed building. Exposed sources of light shall be shielded so as not to be visible outside their premises.

Water Quality Protection. No activity shall store or discharge, or permit the discharge of, any treated, untreated, or inadequately treated liquid, gaseous or solid materials of such nature, quantity obnoxiousness, toxicity or temperature that might run off, seep, percolate or wash into surface or subsurface waters so as to contaminate, pollute or harm such waters or cause nuisances such as oil or scum; objectionable color, odor, taste; unsightliness; or be harmful to human, animal, plant or aquatic life.

ARTICLE VIII ENFORCEMENT, LIENS AND CHARGES

8.1 Abatement, Injunction and Suit. Violation or breach of any restriction or covenant herein contained shall give to any and every owner of property within the Property the right to prosecute a proceeding at law or in equity against the person or persons who have violated or attempted to violate any of these restrictions and covenants to enjoin or prevent them from doing so, and to cause said violation to be removed or remedied and to recover damages for said violation, including the attorney's fees of the prevailing party or parties, and such amount as may be fixed by the Court in such proceedings.

8.2 **Landscaping, noxious weeds, trash.** Should any landscaping improvements such as grass, weeds or other shrubs and trees or decorative materials, become overgrown, infested with noxious weeds, or littered with accumulation trash or junk, the LCDC may require that such area be trimmed, mowed, cleared, groomed or cleaned within 48 hours by written or verbal request. If after 48 hours have passed, the Owner or Tenant neglects to take such actions requested, the LCDC or its contractor may enter the Property and take such actions as are necessary, and assess such costs as a special assessment charge against the Pad Site and the Owner of Tenant thereof.

8.3 **Abandonment.** The LCDC or its contractor may enter upon the premises that have been vacated or abandoned for 90 days or more for the purpose of performing such maintenance as may be necessary to prevent the exterior of any buildings and grounds from deteriorating, becoming unsightly or otherwise detracting from the appearance and general character of the Riverfront Park. Any expense incurred by the LCDC hereunder shall be charged against the property abandoned and it shall be the obligation of the Tenant to pay such expense to the LCDC.

8.4 The failure of LCDC to enforce this Declaration or any provision hereof shall not be deemed a waiver of the right to do so for a subsequent breach or failure or of the right to enforce an other provision of this Declaration or to take action to enforce the same.

8.5 All remedies under this Declaration shall be cumulative and not exclusive.

8.6 The City, as long as it owns the Property or any part thereof, shall have the right, but not the obligation, to enforce any provision of this Declaration in the event that the LCDC declines or refuses to do so.

ARTICLE IX

AMENDMENT OR TERMINATION OF DECLARATION

This Declaration and the protective covenants herein may be amended only by the Declarant or by the City as long as the Property is wholly owned by the City, or by a 2/3 majority of all the Owners of the Property. The restrictions and covenants set forth herein may be amended only upon the execution and recording of a written instrument to said effect by the City, as owner of the Property, or by the LCDC as evidenced by a resolution duly adopted by at least two-thirds favorable vote of all members of the LCDC Board, or by an instrument executed by at least two-thirds of all the Owners of the Property. Amendments hereto are effective only if recorded with the Mesa County Clerk & Recorder.

ARTICLE X

RECAPTURE AND RESALE OF PROPERTY AND IMPROVEMENT

If an owner does not commence construction of a principal building or principal buildings on its Lot within 24 months after the date of purchase and complete the construction of a building or buildings thereon within 3 years after the date of purchase, the City shall have the option to repurchase the property. Such option shall be exercisable upon delivery in writing of a notice to the buyer within 6 months after the expiration of such 24 month or 3 year period. Closing shall take place within 60 days following the exercise of such option on such date as shall be

designated by the City specified in such notice. The purchase price to be paid by the City upon the exercise of such option shall be the sum of the following:

- The purchase price paid for the land by the buyer.
- The current market value of all improvements, if any, thereon made by the buyer.
- All special assessments which have been paid by the buyer or levied against the premises during the period of such buyer's ownership;

less the sum of the following:

- Unpaid real estate taxes.
- Proration of current year's real estate taxes to date of closing.
- Title insurance policy premium.
- Liens and encumbrances on the property of a definite or ascertainable amount.
- The cost of any environmental audit and/or clean-up deemed necessary by the City to have performed on the Lot.

Conveyance shall be by warranty deed, free and clear of all liens and encumbrances except those in existence prior to the buyer's ownership of the property, and subject to municipal and zoning and land division ordinances, recorded easements for public utilities, and recorded Declaration of Restrictions and Covenants and amendments thereto. Seller shall furnish title insurance policy at seller's expense for full amount of purchase price.

In the event a buyer elects to sell all or any part of any Lot which is vacant, the same shall first be offered for sale, in writing, to the City at a price per acre computed as set forth in Subsection A above. The City shall have 60 days from the receipt of such offer to accept or reject same. Acceptance or rejection of such offer shall be effected by resolution adopted by the City Council. Upon acceptance by the City, conveyance shall be by warranty deed free and clear of all liens and encumbrances except those in existence prior to the buyer's ownership of the property, and subject to municipal and zoning and land division ordinances, easements for public utilities, and building restrictions and ordinances. The seller shall furnish title insurance policy at seller's expense.

If the City fails to timely exercise the option described in Subsection B above or rejects said offer, buyer may then sell such property to any other buyer and the City shall have no further interest therein, except that any use of said property by any subsequent buyer shall be subject to applicable zoning and land division ordinances, restrictions, and regulations of the City related to the use of said property at the time of such sale and to the provisions of this Declaration, as amended from time to time.

Nothing contained herein shall be deemed to give the City a right of first refusal or option in the event that a buyer of a Lot who has improved the same by construction of a building or buildings thereon shall propose to sell all of such property as one Lot together with the improvements thereon, it being intended that the provisions of this shall apply only to the resale of vacant Lot or Lots with incomplete structures/buildings/improvements.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1 Severability.

Invalidation of any one of the restrictions or covenants contained within this Declaration of Restrictions and Covenants, by judgment or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

11.2 Applicable Laws.

11.2.1 Notwithstanding the provisions contained herein this Declaration of Restrictions and Covenants, all development and use of the Property or any part thereof shall be in accordance with all applicable local, state and federal laws, rules and regulations.

11.2.2 Litigation or legal interpretation of this Declaration shall be in accordance with/under/subject to Colorado law, with venue in Mesa County.

11.3 Waiver. Notwithstanding any covenant, condition, or term contained in this Declaration to the contrary and notwithstanding any provision of applicable law to the contrary, the Declarant shall not have any liability to any Owner or Tenant arising or resulting from any act or omission of LCDC taken or omitted pursuant to this Declaration. Each Owner by accepting a conveyance to any portion of the Property, and each Tenant by leasing any portion of the Property, shall be deemed to have unconditionally and irrevocably waived all claims against the LCDC arising or resulting from acts or omission of the LCDC taken or omitted pursuant to this Declaration. This waiver does not apply to rights that a tenant may have pursuant to the terms of a lease with the LCDC.

DECLARANT: LAS COLONIAS DEVELOPMENT CORPORATION

By: _____
as President of the Las Colonias Development Corporation

State of Colorado)
County of Mesa)ss.

This instrument was acknowledged before me this ___ day of _____, 2017 by _____, as President of the Las Colonias Development Corporation.

ACKNOWLEDGEMENT BY OWNER: CITY OF GRAND JUNCTION

By: _____
as Mayor of the City of Grand Junction

REFERENCE:

- Resolution Authorizing Lease of Property and Transfer of Declarant Rights to Las Colonias Development Corporation
- Ordinance No. 4767, Planned Development Zoning Ordinance
- Outline Development Plan for the Property

EXHIBIT A

(12 pages)

Lease Parcel No. 1 – Legal Description (3 pages)
Lease Parcel No. 2 – Legal Description (2 pages)
Lease Parcel No. 3 – Legal Description (2 pages)
Lease Parcel No. 4 – Legal Description (1 page)

Lease Parcel No. 1 – Sketch (1 page)
Lease Parcel No. 2 – Sketch (1 page)
Lease Parcel No. 3 – Sketch (1 page)
Lease Parcel No. 4 – Sketch (1 page)

LEASE PARCEL NO. 1

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 24 and assuming the South line of the SE 1/4 NW 1/4 of said Section 24 bears S 89°56'29" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 09°41'10" E, a distance of 110.66 feet to the POINT OF BEGINNING and the beginning of a 656.94 foot radius curve, concave Northwesterly, whose long chord bears N 36°05'36" E with a long chord length of 634.61 feet; thence Northeasterly along the arc of said curve, thru a central angle of 52°01'29", an arc length of 656.94 feet; thence N 10°04'51" E, a distance of 145.92 feet; thence N 32°28'53" E, a distance of 7.98 feet to a point being the beginning of a 100.00 foot radius curve, concave Southeasterly, whose long chord bears N 44°04'36" E with a long chord length of 93.99 feet; thence Northeasterly along the arc of said curve, thru a central angle of 56°03'53", an arc length of 97.85 feet to a point being the beginning of a 28.50 foot radius curve, concave Northwesterly, whose long chord bears N 64°14'30" E with a long chord length of 7.80 feet; thence Northeasterly along the arc of said curve, thru a central angle of 15°44'05", an arc length of 7.83 feet to a point being the beginning of a 61.50 foot radius curve, concave Northwesterly, whose long chord bears N 35°34'03" E with a long chord length of 43.69 feet; thence Northeasterly along the arc of said curve, thru a central angle of 41°36'49", an arc length of 44.67 feet; thence S 75°14'22" E, a distance of 12.00 feet; thence N 58°18'24" E, a distance of 30.83 feet to a point being the beginning of a 207.50 foot radius curve, concave Northerly, whose long chord bears S 84°47'29" E with a long chord length of 35.11 feet; thence Easterly along the arc of said curve, thru a central angle of 09°42'18", an arc length of 35.15 feet to a point being the beginning of a 136.50 foot radius curve, concave Southerly, whose long chord bears S 79°56'27" E with a long chord length of 46.01 feet; thence Easterly along the arc of said curve, thru a central angle of 19°24'21", an arc length of 46.23 feet; thence N 19°45'43" E, a distance of 13.50 feet to a point being the beginning of a 150.00 foot radius curve, concave Southwesterly, whose long chord bears S 40°15'31" E with a long chord length of 149.91 feet; thence Southeasterly along the arc of said curve, thru a central angle of 59°57'31", an arc length of 156.97 feet to a point being the beginning of a 123.69 foot radius curve, concave Westerly, whose long chord bears S 02°29'24" E with a long chord length of 33.53 feet; thence Southerly along the arc of said curve, thru a central angle of 15°34'44", an arc length of 33.63 feet to a point being the beginning of a 160.00 foot radius curve, concave Northwesterly, whose long chord bears S 19°43'19" W with a long chord length of 74.12 feet; thence Southwesterly along the arc of said curve, thru a central angle of 26°47'07", an arc length of 74.80 feet to a point being the beginning of a 175.00 foot radius curve, concave Northeasterly, whose

long chord bears S 29°13'41" E with a long chord length of 310.01 feet; thence Southeasterly along the arc of said curve, thru a central angle of 124°41'07", an arc length of 380.83 feet; thence N 88°34'29" E, a distance of 49.10 feet to a point being the beginning of a 146.48 foot radius curve, concave Southwesterly, whose long chord bears S 58°46'16" E with a long chord length of 132.69 feet; thence Southeasterly along the arc of said curve, thru a central angle of 53°51'57", an arc length of 137.71 feet to a point being the beginning of a 65.00 foot radius curve, concave Southwesterly, whose long chord bears S 17°33'27" E with a long length of 32.07 feet; thence Southeasterly along the arc of said curve, thru a central angle of 28°33'42", an arc length of 32.40 feet to a point being the beginning of a 325.00 foot radius curve, concave Westerly, whose long chord S 00°10'33" W with along chord length of 39.15 feet; thence Southerly along the arc of said curve, thru a central angle of 06°54'19", an arc length of 39.17 feet; thence S 03°37'43" W, a distance of 22.27 feet to a point being the beginning of a 102.00 foot radius curve, concave Westerly, whose long chord bears S 21°17'46" W with a long cord length of 61.91 feet; thence Southwesterly along the arc of said curve, thru a central angle of 35°20'05", an arc length of 62.90 feet to a point being the beginning of a 102.00 foot radius curve, concave Northwesterly, whose long chord bears S 62°10'53" W with a long chord length of 73.41 feet; thence Southwesterly along the arc of said curve, thru a central angle of 42°10'48", an arc length of 75.09 feet to a point being the beginning of a 136.00 foot radius curve, concave Southerly, whose long chord bears S 76°46'11" W with a long chord length of 30.80 feet; thence Westerly along the arc of said curve, thru a central angle of 13°00'12", an arc length of 30.87 feet to a point being the beginning of 477.00 foot radius curve, concave Northerly, whose long chord bears S 77°49'54" W with a long chord length of 125.57 feet; thence Westerly along the arc of said curve, thru a central angle of 15°07'37", an arc length of 125.93 feet; thence S 85°23'42" W, a distance of 95.93 feet; thence N 49°36'18" W, a distance of 29.60 feet to a point being the beginning of a 205.00 foot radius curve, concave Southeasterly, whose long cord bears S 36°28'51" W with a long chord length of 279.90 feet; thence Southwesterly along the arc of said curve, thru a central angle of 86°06'32", an arc length of 208.09 feet to a point being the beginning of a 40.00 foot radius curve, concave Westerly, whose long chord bears S 21°35'12"W with a long chord length of 37.76 feet; thence Southerly along the arc of said curve, thru a central angle of 56°19'15", an arc length of 39.32 feet to a point being the beginning of a 205.00 foot radius curve, concave Southeasterly, whose long chord bears S 40°36'56" W with a long chord length of 65.07 feet; thence Southwesterly along the arc of said curve, thru a central angle of 18°15'48", an arc length of 65.35 feet to a point being the beginning of a 5.00 foot radius curve, concave Northerly, whose long chord bears S 70°09'42" W with a long chord length of 6.25 feet; thence Westerly along the arc of said curve, thru a central angle of 77°21'21", an arc length of 6.75 feet; thence N 71°09'38" W, a distance of 35.82 feet to a point being the beginning of a 40.00 foot radius curve, concave Southerly, whose long chord beard S 72°39'28" W with a long chord length of 47.23 feet; thence Southwesterly along the arc of said curve, thru a central angle of 72°21'49", an arc length of 50.52 feet to a point being the beginning of a 41.30 foot radius curve, concave Northerly, whose long chord bears N 79°23'49" W with a long chord length of 74.32 feet;

thence Westerly along the arc of said curve, thru a central angle of $128^{\circ}15'15''$ an arc length of 92.44 feet to a point being the beginning of a 35.55 foot radius curve, concave Southwesterly, whose long chord bears $N 46^{\circ}38'55'' W$ with a long chord length of 37.02 feet; thence Northwesterly along the arc of said curve, thru a central angle of $62^{\circ}45'27''$, an arc length of 38.94 feet to a point being the beginning of a 942.43 foot radius curve, concave Southerly, whose long chord bears $N 78^{\circ}51'53'' W$ with a long chord length of 27.55 feet; thence Westerly along the arc of said curve, thru a central angle of $01^{\circ}40'30''$, an arc length of 27.55 feet to a point being the beginning of a 44.42 foot radius curve, concave Northeasterly, whose long chord bears $N 63^{\circ}59'19'' W$ with a long chord length of 24.06 feet; thence Northwesterly along the arc of said curve, thru a central angle of $31^{\circ}25'39''$, an arc length of 24.37 feet to a point being the beginning of a 447.96 foot radius curve, concave Southwesterly, whose long chord bears $N 55^{\circ}49'43'' W$ with a long chord length of a 117.78 feet; thence Northwesterly along the arc of said curve, thru a central angle of $15^{\circ}06'28''$, an arc distance of 118.12 feet to a point being the beginning of a 162.59 foot radius curve, concave Northeasterly, whose long chord bears $N 44^{\circ}41'02'' W$ with a long chord length of 104.25 feet; thence Northwesterly along the arc of said curve, thru a central angle of $37^{\circ}23'49''$, an arc distance of 106.12 feet to a point being the beginning of a 55.42 foot radius curve, concave Easterly, whose long chord bears $N 10^{\circ}32'49'' W$ with a long chord length of 29.51 feet; thence Northerly along the arc of said curve, thru a central angle of $30^{\circ}52'37''$, an arc length of 29.87 feet to a point being the beginning of a 32.00 foot radius curve, concave Westerly, whose long chord bears $N 11^{\circ}15'50'' W$ with a long chord length of 17.81 feet; thence Northerly along the arc of said curve, thru a central angle of $32^{\circ}18'38''$, an arc length of 18.05 feet; thence $N 27^{\circ}25'09'' W$, a distance of 56.18 feet, more or less, to the Point of Beginning.

CONTAINING 502,807 Square Feet or 11.54 Acres, more or less, as described.

LEASE PARCEL NO. 2

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Northwest corner of Replat of Pleasant View Subdivision, as same is recorded in Plat Book 8, Page 63, Public Records of Mesa County, Colorado and assuming the North line of the SE 1/4 NW 1/4 of said Section 24 bears S 89°57'55" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°07'32" W, along the West line of said Replat of Pleasant View Subdivision, a distance of 493.73 feet; thence N 89°52'23" W, a distance of 4.52 feet to a point being the beginning of a 214.00 foot radius curve, concave Southwesterly, whose long chord bears N 40°13'57" W with a long chord length of 165.55 feet; thence Northwesterly along the arc of said curve, thru a central angle of 45°30'41", an arc length of 169.99 feet; thence N 68°35'54" W, a distance of 17.66 feet to a point being the beginning of a 213.00 foot radius curve, concave Southerly, whose long chord bears N 73°53'57" W with a long chord length of a 45.85 feet; thence Northwesterly along the arc of said curve, thru a central angle of 12°21'27", an arc length of 45.94 feet to a point being the beginning of a 5.00 foot radius curve, concave Northeasterly, whose long chord bears N 35°55'01" W with a long chord length of 6.97 feet; thence Northwesterly along the arc of said curve, thru a central angle of 88°19'18", an arc length of 7.71 feet; thence N 86°05'41" W, a distance of 10.03 feet to a point being the beginning of a 20.00 foot radius curve, concave Northwesterly, whose long chord bears S 48°45'11" W with a long chord length of 25.98 feet; thence Southwesterly along the arc of said curve, thru a central angle of 81°01'07", an arc length of 28.28 feet to a point being the beginning of a 136.00 foot radius curve, concave Northerly, whose long chord bears N 87°04'19" W with a long chord length of 17.39 feet; thence Westerly along the arc of said curve, thru a central angle of 07°19'51", an arc length of 17.40 feet to a point being the beginning of a 20.00 foot radius curve, concave Northerly, whose long chord bears N 78°27'34" W with a long cord length of 3.45 feet; thence Westerly along the arc of said curve, thru a central angle of 09°53'39", an arc length of 3.45 feet; thence N 73°30'44" W, a distance of 23.78 feet to a point being the beginning of a 124.15 foot radius curve, concave Northeasterly, whose long chord bears N 64°39'40" W with a long chord length of 28.31 feet; thence Northwesterly along the arc of said curve, thru a central angle of 13°05'42", an arc length of 28.37 feet to a point being the beginning of a 100.32 foot radius curve, concave Southwesterly, whose long chord bears N 66°21'31" W with a long chord length of 28.77 feet; thence Northwesterly along the arc of said curve, thru a central angle of 16°29'25", an arc distance of 28.87 feet; thence N 74°36'13" W, a distance of 86.92 feet to a point being the beginning of a 30.00 foot radius curve, concave Southerly, whose long chord bears N 86°00'37" W with a long chord length of 11.87 feet; thence Westerly along the arc of said curve, thru a central angle of 22°48'47", an arc distance of 11.94 feet to a point being the beginning of a 5.00 foot radius curve, concave Northeasterly, whose long

chord bears N 61°22'40" W with a long chord length of 5.88 feet; thence Northwesterly along the arc of said curve, thru a central angle of 72°04'42", an arc length of 6.29 feet; thence N 25°20'19" W, a distance of 4.53 feet, thence N 10°04'51" E, a distance of 300.61 feet, more or less, to a point on the North line of the SE 1/4 NW 1/4 of said Section 24; thence N 89°57'55" E, along said North line, a distance of 352.28 feet, more or less, to the Point of Beginning.

CONTAINING 137,447 Square Feet or 3.16 Acres, more or less, as described.

LEASE PARCEL NO. 3

A certain parcel of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of Replat of Pleasant View Subdivision, as same is recorded in Plat Book 8, Page 63, Public Records of Mesa County, Colorado and assuming the East line of the SE 1/4 NW 1/4 of said Section 24 bears S 00°07'58" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°07'58" W along the West right of way for 27-1/2 Road, as same is described in Book 111, Page 145, Public Records of Mesa County, Colorado and being a line 12.50 feet West of and parallel with, the West line of the SE 1/4 NW 1/4 of said Section 24, a distance of 428.46 feet to a point being the beginning of a 30.00 foot radius curve, concave Northwesterly, whose long chord bears S 66°41'53" W with a long chord length of 40.84 feet; thence Southwesterly along the arc of said curve, thru a central angle of 85°47'39", an arc length of 44.92 feet to a point being the beginning of a 480.00 foot radius curve, concave Northeast, whose long chord bears N 62°25'58" W with a long chord length of 133.14 feet; thence Northwesterly along the arc of said curve, thru a central angle of 15°56'39", an arc length of 133.57 feet; thence N 31°22'30" E, a distance of 10.26 feet to a point being the beginning of a 3.00 foot radius curve, concave Southwesterly, whose long chord bears N 12°24'07" W with a long chord length of 4.15 feet; thence Northwesterly along the arc of said curve, thru a central angle of 87°33'13", an arc distance of 4.58 feet to a point being the beginning of a 89.00 foot radius curve, concave Northeasterly, whose long chord bears N 37°16'48" W with a long chord length of 57.65 feet; thence Northwesterly along the arc of said curve, thru a central angle of 37°47'50", an arc length of 58.71 feet to a point being the beginning of a 73.00 foot radius curve, concave Southwesterly, whose long chord bears N 29°23'32" W with a long chord length of 27.89 feet; thence Northwesterly along the arc of said curve, thru a central angle of 22°01'18", an arc length of 28.06 feet to a point being the beginning of a 89.00 foot radius curve, concave Northeasterly, whose long chord bears N 21°07'55" W with a long chord length of 58.75 feet; thence Northwesterly along the arc of said curve, thru a central angle of 38°32'32", an arc length of 59.87 feet to a point being the beginning of a 3.00 foot radius curve, concave Southwesterly, whose long chord bears N 49°02'08" W with a long chord length of 4.40 feet; thence Northwesterly along the arc of said curve, thru a central angle of 94°20'57", an arc distance of 4.94 feet; thence S 83°47'23" W, a distance of 7.77 feet to a point being the beginning of a 898.55 foot radius curve, concave Easterly, whose long chord bears N 02°25'28" E with a long chord length of 27.15 feet; thence Northerly along the arc of said curve, thru a central angle of 01°43'52", an arc length of 27.15 feet to a point being the beginning of a 70.18 foot radius curve, concave Westerly, whose long chord bears N 07°24'41" W with a long cord length of 26.06 feet; thence Northerly along the arc of said curve, thru a central angle of 21°24'08", an arc length of 26.21 feet to a point being the beginning of a 208.91 foot radius curve, concave

Southwesterly, whose long chord bears N 29°16'19" W with a long chord length of 80.86 feet; thence Northwesterly along the arc of said curve, thru a central angle of 22°19'08", an arc length of 81.38 feet to a point being the beginning of a 170.44 foot radius curve, concave Southwesterly, whose long chord bears N 49°55'50" W with a long chord length of 56.26 feet; thence Northwesterly along the arc of said curve, thru a central angle of 18°59'55", an arc length of 56.51 feet to a point being the beginning of a 30.00 foot radius curve, concave Easterly, whose long chord bears N 23°00'06" W with a long chord length of 35.63 feet; thence Northerly along the arc of said curve, thru a central angle of 72°51'23", an arc length of 38.15 feet to a point being the beginning of a 182.00 foot radius curve, concave Westerly, whose long chord bears N 06°46'41" E with a long chord length of 42.14 feet; thence Northerly along the arc of said curve, thru a central angle of 13°17'49", an arc length of 42.24 feet; thence N 00°07'46" E, a distance of 9.33 feet, more or less, to a point on the South line of said Replat of Pleasant View Subdivision; thence S 89°54'34" E, along said South line, a distance of 326.64 feet, more or less, to the Point of Beginning.

CONTAINING 101,157 Square Feet or 2.32 Acres, more or less, as described.

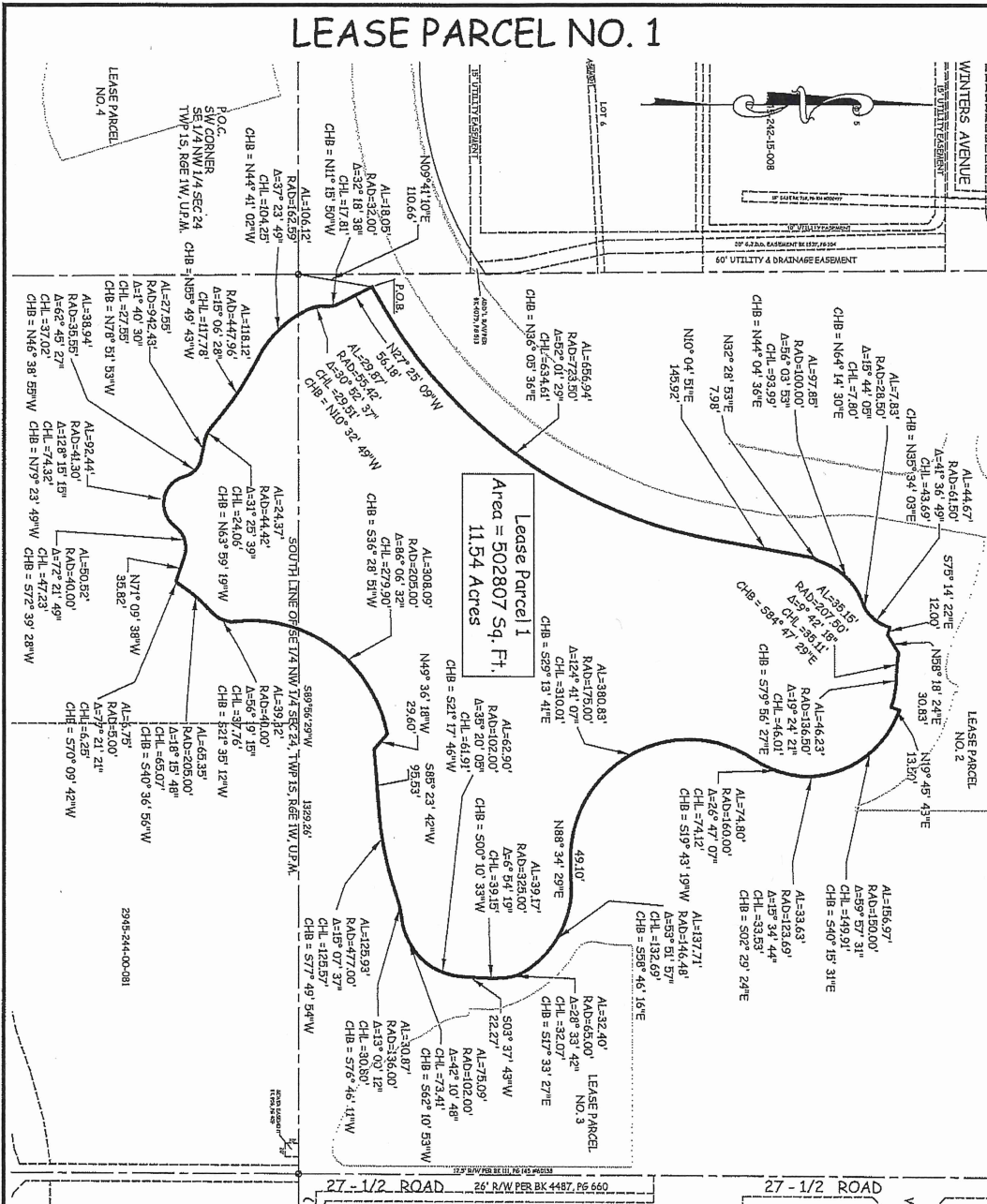
LEASE PARCEL NO. 4

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 24 and assuming the South line of the SE 1/4 NW 1/4 of said Section 24 bears S 89°56'29" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 84°08'03" W a distance of 266.05 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 16°35'43" E, a distance of 337.24 feet to a point being the beginning of a 1,324.49 foot radius curve, concave Southeast, whose long chord bears S 62°36'19" W with a long chord length of 13.99 feet; thence Southwesterly along the arc of said curve, thru a central angle of 00°36'19", an arc length of 13.99 feet to a point being the beginning of a 188.00 foot radius curve, concave Northerly, whose long chord bears S 89°56'31" W with a long chord length of 174.43 feet; thence Westerly along the arc of said curve, thru a central angle of 55°16'42", an arc length of 181.38 feet; thence N 62°25'08" W, a distance of 253.05 feet to a point being the beginning of a 100.00 foot radius curve, concave Southerly, whose long chord bears N 76°12'11" W with a long chord length of 47.65 feet; thence Westerly along the arc of said curve, thru a central angle of 27°34'05", an arc length of 48.12 feet; thence N 89°59'13" W, a distance of 67.15 feet; thence N 16°53'32" E, a distance of 113.60 feet to a point being the beginning of a 411.08 foot radius curve, concave Southwesterly, whose long chord bears N 72°19'15" W with a long chord length of 101.60 feet; thence Northwesterly along the arc of said curve, thru a central angle of 14°11'52", an arc length of 101.86 feet; thence N 12°07'01" E, a distance of 74.99 feet to a point being the beginning of a 484.27 foot radius curve, concave Southwesterly, whose long chord bears S 71°33'01" E with a long chord length of 129.36 feet; thence Southeasterly along the arc of said curve, thru a central angle of 15°21'05", an arc length of 129.75 feet; thence N 26°07'31" E, a distance of 5.00 feet to a point being the beginning of a 299.12 foot radius curve, concave North, whose long chord bears N 89°21'25" E with a long chord length of 269.41 feet; thence Easterly along the arc of said curve, thru a central angle of 53°31'53", an arc length of 279.46 feet to a point being the beginning of a 86.00 foot radius curve, concave Southeasterly, whose long chord bears N 70°09'32" E with a long chord length of 22.66 feet; thence Northeasterly along the arc of said curve, thru a central angle of 15°08'28", an arc length of 22.73 feet; thence N 76°53'38" E, a distance of 62.31 feet, more or less, to the Point of Beginning.

CONTAINING 120,692 Square Feet or 2.77 Acres, more or less, as described.

LEASE PARCEL NO. 1

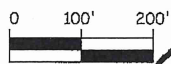


Leased Parcel I
Area = 502807 Sq. Ft.
11.54 Acres

ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



1 inch = 200 ft.

Lineal Units = U.S. Survey Foot



SHEET 9 OF 12

DRAWN BY: P.T.K.
DATE: 11-01-2017
SCALE: 1" = 200'
APPR. BY: M.G.

LAS COLONIAS
LEASE PARCEL NO. 1

CITY OF
Grand Junction
COLORADO

NICADD/PETERK/SURVEYS BY PT/K/LAS COLONIAS LEASE PARCELS

LEASE PARCEL NO. 2

589°57'55"W (BASIS OF BEARINGS)
NORTH LINE SE 1/4 NW 1/4 SEC 24, TWP 1S, RGE 1W, U.M.

N89°57'55"E 352.28'

P.O.B.

285, PG 345

REDLANDS PARKWAY

Lease Parcel 2
Area = 137,447 Sq. Ft.
3.16 Acres

1

2

3

4

5

BLOCK FOUR

RUBY AVENUE

1

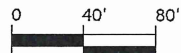
2

3

BLOCK THREE

ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN

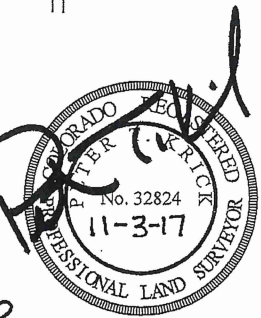


1 inch = 80 ft.

Lineal Units = U.S. Survey Foot

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

SHEET 10 OF 12



DRAWN BY: P.T.K.
DATE: 11-01-2017
SCALE: 1" = 80'
APPR. BY: M.G.

LAS COLONIAS
LEASE PARCEL NO. 2



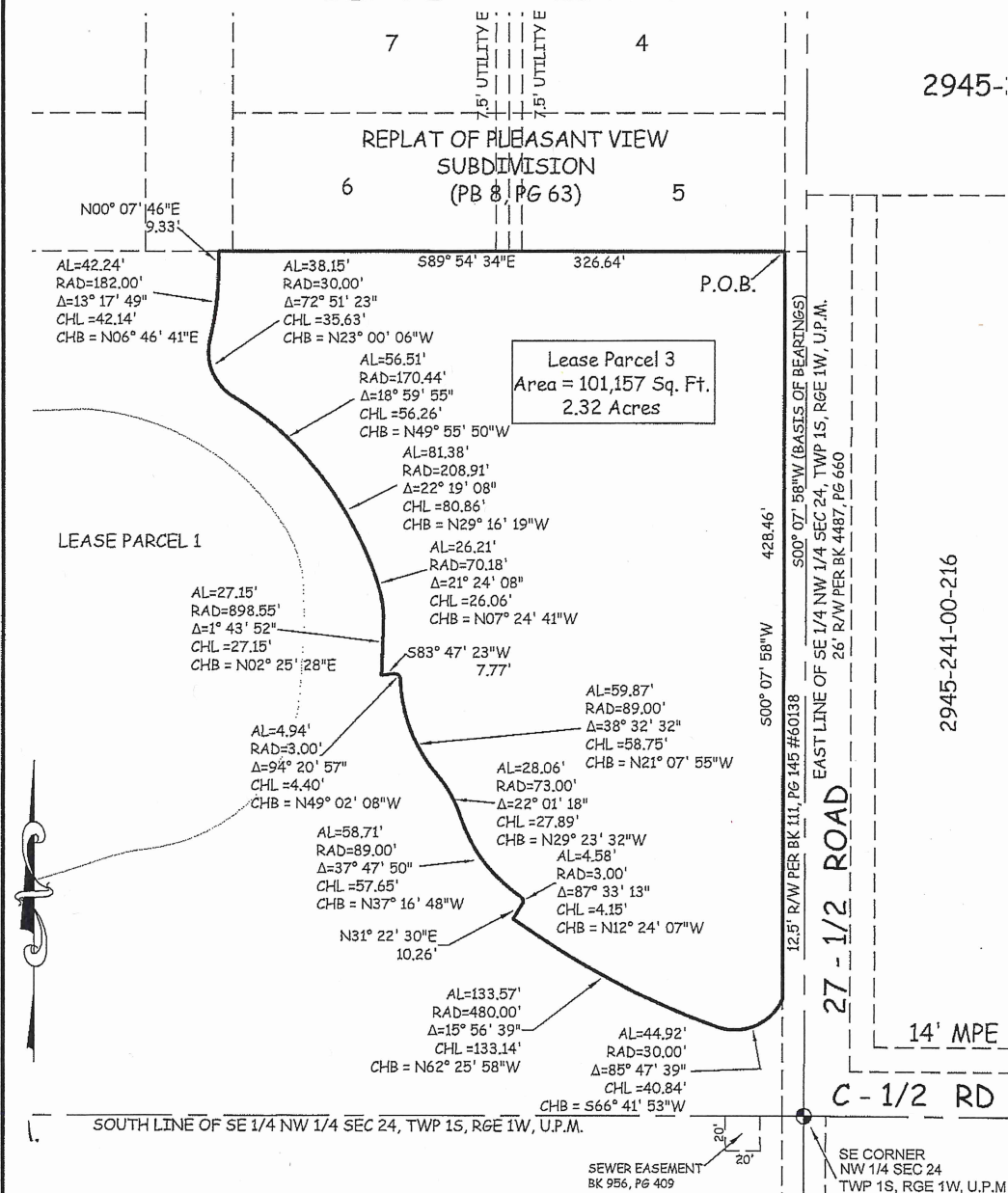
NICADD/PETER/SURVEYS BY PTK/LAS COLONIAS LEASE PARCELS

LEASE PARCEL NO. 3

2945-

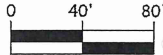
REPLAT OF PLEASANT VIEW
SUBDIVISION
(PB 8, PG 63)

Lease Parcel 3
Area = 101,157 Sq. Ft.
2.32 Acres



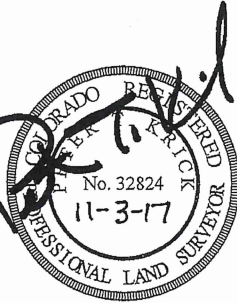
ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN



1 inch = 80 ft.

Lineal Units = U.S. Survey Foot



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SHEET 11 OF 12

DRAWN BY: P.T.K.
DATE: 11-01-2017
SCALE: 1" = 80'
APPR. BY: M.G.

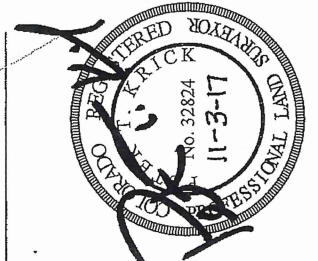
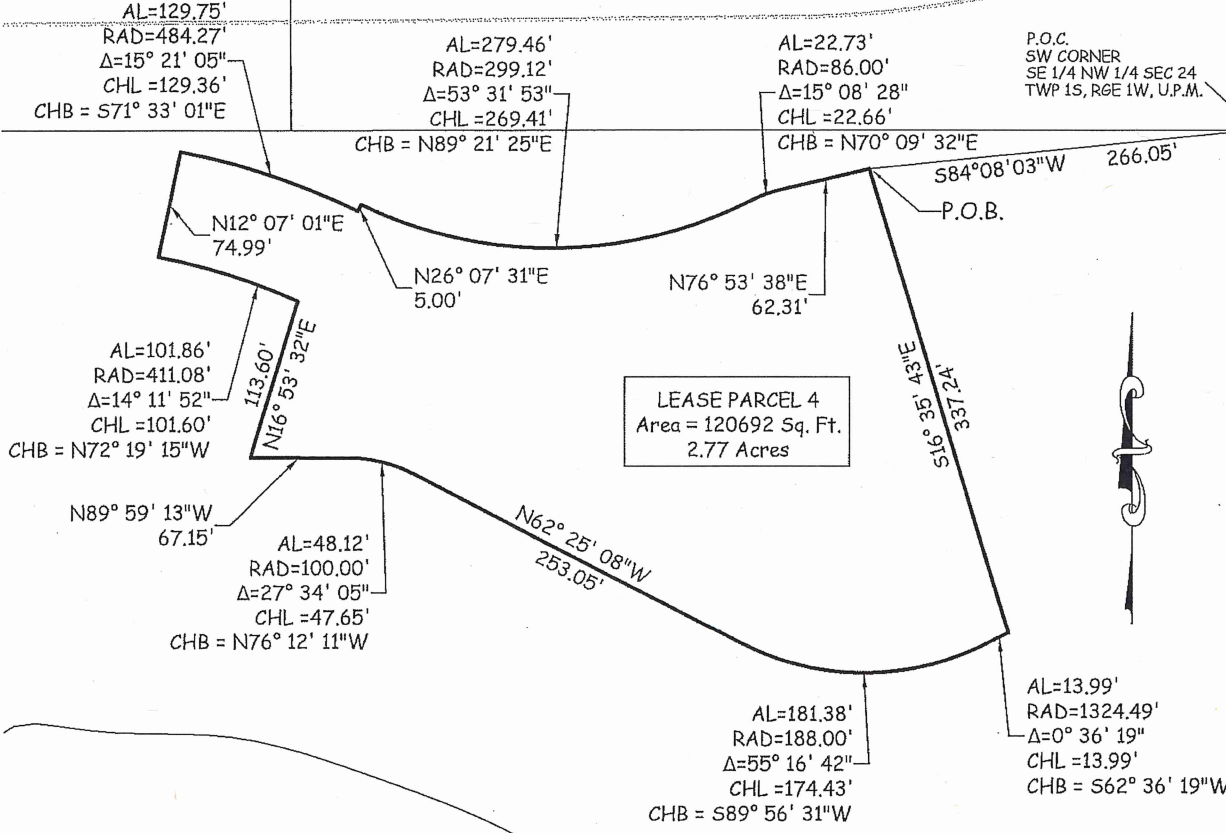
LAS COLONIAS
LEASE PARCEL NO. 3

CITY OF
Grand Junction
COLORADO

NICADD/PETERY/SURVEYS BY PTI/LAS COLONIAS LEASE PARCELS

LEASE PARCEL NO. 4

RIVERSIDE PARKWAY



SHEET 12 OF 12

- ABBREVIATIONS:
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - R.O.W. RIGHT OF WAY
 - SEC. SECTION
 - TWP. TOWNSHIP
 - RGE. RANGE
 - U.M. UTE MERIDIAN

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



LAS COLONIAS
LEASE PARCEL NO. 4

DRAWN BY: P.T.K.
 DATE: 11-01-2017
 SCALE: 1" = 100'
 APPR. BY: M.G.

Riverfront at Las Colonias Grand Junction Colorado Exhibit B – Leased Areas / Conceptual Pad Sites

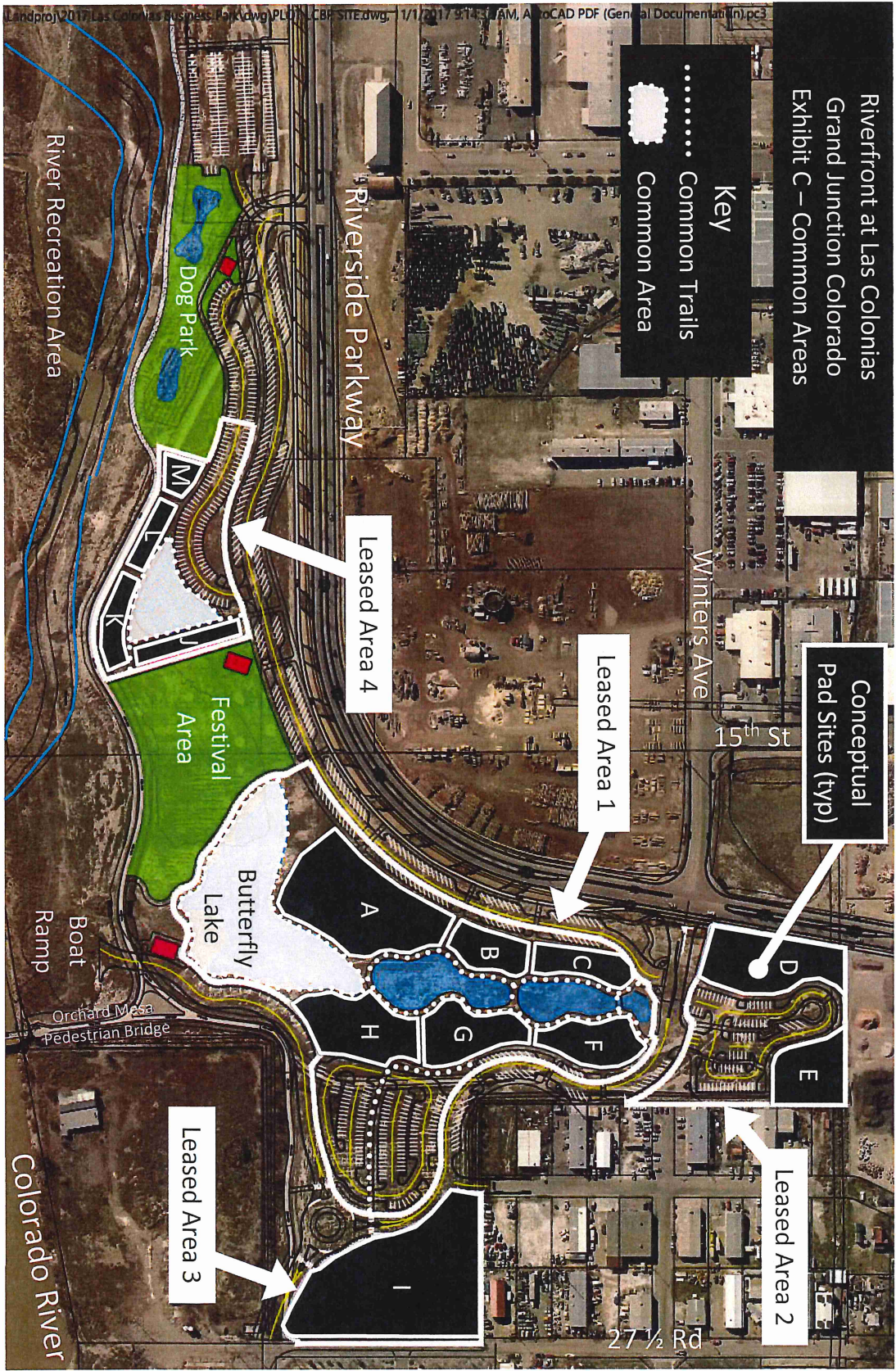


Riverfront at Las Colonias Grand Junction Colorado Exhibit C – Common Areas

Key

- Common Trails
- Common Area

Conceptual
Pad Sites (tvp)



Riverside Parkway

Winters Ave

15th St

Leased Area 1

Leased Area 4

Leased Area 2

Leased Area 3

27 1/2 Rd

River Recreation Area

Dog Park

Festival Area

Butterfly Lake

Boat Ramp

Orchard Mesa Pedestrian Bridge

Colorado River

A

B

C

D

E

F

H

G

I

RESOLUTION No. _____

A RESOLUTION AUTHORIZING THE CONTENT AND THE FILING OF THE ARTICLES AND BYLAWS OF THE LAS COLONIAS DEVELOPMENT CORPORATION AND APPROVAL OF THE MASTER LEASE OF CERTAIN PROPERTY AT LAS COLONIAS PARK AND THE COVENANTS, CONDITIONS AND RESTRICTIONS(CC&R's) CONCERNING THE PROPERTY ALL FOR THE PURPOSE OF FACILITATING THE DEVELOPMENT OF THE LAS COLONIAS BUSINESS PARK IN THE CITY OF GRAND JUNCTION, COLORADO.

RECITALS:

With adoption of the proposed resolution the City Council will be furthering the development of 15 acres of the Las Colonias property known as the Las Colonias Business Park. The redevelopment will occur pursuant to a 25-year Master Lease from the City to the Las Colonias Development Corporation (LCDC), which will operate under the auspices of a 5-member board which includes stakeholders and those interested in the success of the project in particular and economic development in general.

The LCDC will sublease the developable sites and otherwise assist in the management and development of the project. In addition to the Master Lease the City Council will be approving the articles and bylaws of the LCDC and the Covenants, Conditions and Restrictions (CC&R's) for the property being leased.

The City Council, by and with an action of its members, and the signature of its President, does with this Resolution authorize and direct the creation of the LCDC by the filing of the articles and bylaws and furthermore approves the Master Lease and CC&R's as presented to the City Council with this Resolution.

DATED this 15th day of November 2017.

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

Attest:

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #6.b.

Meeting Date: November 15, 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. CMU 20000 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 CMU 20000 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. CMU 20000 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. CMU 20000

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

The four main areas of focus for CMU 20000:

- 1) Community Visibility – To grow the University, Grand Junction needs to look like a college town. CMU 20000 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. CMU 20000 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 – CMU 20000 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, CMU 20000's goal is an actively engaged government in support of CMU 20000.

FISCAL IMPACT:

There is no direct fiscal impact to this action.

SUGGESTED MOTION:

I move to (approve or deny) Resolution No. 65-17 - A resolution making findings regarding the CMU 20000 Initiative and endorsing the same.

Attachments

1. CMU 20000 Letter
2. Resolution - CMU
3. CMU20000 Trifold Inside
4. CMU20000 Trifold Outside



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

A community initiative to grow our economy, led by the Grand Junction Area Chamber of Commerce



15,000 Students and 5,000 Community Supporters

The numbers speak for themselves — as CMU grows so does our community.

YEAR	# ENROLLED STUDENTS	TOTAL ECONOMIC IMPACT
2003	5,725	\$144,209,049
2007	5,903	\$225,587,773
2011	9,005	\$351,064,354
2015	9,448	\$447,542,168

EXPENDITURES CATEGORY	DIRECT IMPACT	MULTIPLIER (INDIRECT IMPACT)	TOTAL IMPACT	PERCENT OF TOTAL
College	\$33,899,057	1.8	\$61,018,302	13.6%
Employees	\$27,203,192	1.8	\$48,965,746	10.9%
Students	\$113,391,709	1.8	\$204,105,076	45.6%
Visitors	\$37,339,420	1.8	\$66,242,088	15%
Capital	\$36,801,160	1.8	\$66,242,088	14.8%
TOTAL	\$248,634,538	1.8	\$447,542,168	100%

The four main areas of focus for CMU20000:

1 COMMUNITY VISIBILITY – To grow the University, we need to look like a college town. Join the team working on how the city, community members and business leaders show that they are “Mavocates”.

2 COMMUNITY ENGAGEMENT – There’s something for everyone at CMU – sporting events, theater, music, dance, art and educational opportunities for every age group. Help answer the question of how to get residents of Mesa County more actively involved with all the University has to offer.

3 STUDENT RECRUITMENT – Seeing is believing at CMU. Once a prospective student visits the campus the success rate of having them become a Maverick is very high. Work with the group coming up with ideas to help reach the goal of 15K students.

4 GOVERNMENTAL ENGAGEMENT – Help us collaborate with our representatives in City, County and State government to show how important the University is to the Grand Valley. From planning to funding, our goal is an actively engaged government in support of CMU20000.

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. Join us in making this a successful, community-wide initiative.

Here's how you can become a champion of the CMU20000 effort

- Let us know which committee piques your interest and become a member.
- Share your ideas by emailing us at ideas@CMU20000. We'll make sure to add them to our ongoing lists for discussion and action.
- Encourage your friends, co-workers and associates to become one of our 5,000 supporters by registering at www.CMU20000.com.
- Make a monetary donation to the cause. Funds will be used for everything from marketing materials to scholarships for worthy students.
- Make an in-kind donation.
- Show your support by putting a "We Are CMU" sticker in your window.

WEBSITE
www.CMU20000.com

EMAIL
ideas@CMU20000

FACEBOOK, TWITTER
/CMU20000

YOUTUBE
/user/CMU20000



CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 11/15/2017
Citizen's Name	Lee Borden, Executive Director – Western Colorado Center for the Arts	
Subject	Thank you for grant funding	
Phone Number (optional)		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 11/15/17
Citizen's Name	Richard Swingle	
Subject	CITIZEN INVOLVEMENT	
Phone Number (optional)	_____	Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date 11/15/17
Citizen's Name	Bruce Schmitter	
Subject	Deaths	
Phone Number (optional)		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

CITY COUNCIL MEETING CITIZEN PRESENTATION		Date
Citizen's Name	DENNIS SIMPSON	
Subject	BONSAI	
Phone Number (optional)		Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

Public Open House Farewell to Chief John Camper

Please join us as we recognize the service of
Grand Junction Police Chief John Camper
and wish him well in his new career.

Tuesday, November 28, 2017
4:00 to 6:00 p.m.
Avalon Theatre, Mezzanine Level
645 Main Street



Questions: 970-244-1507

City of Grand Junction
2018 Budget Presentation and Public Meeting

City Council Meeting
November 15th, 2017

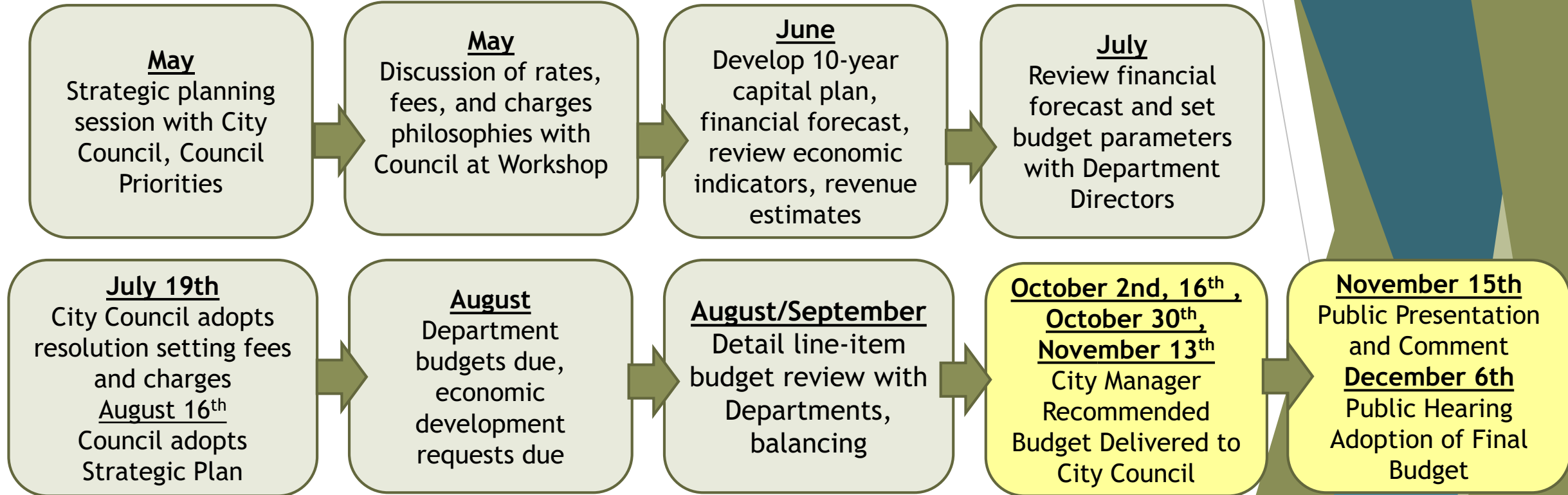


Government Finance Officers Association

Four Main Purposes of a Budget

1. As a **policy document**, the budget indicates what services the City will provide during the next year and spells out the level of services and reasons for their provision.
2. As an **operations guide**, the budget indicates how departments and funds are organized to provide services to the community.
3. As a **financial plan**, it summarizes the cost to the taxpayers for current and approved service levels and how they will be funded.
4. As a **communications tool**, the budget is designed to be user-friendly with summary information in text, charts, tables and graphs.

2018 Budget Timeline



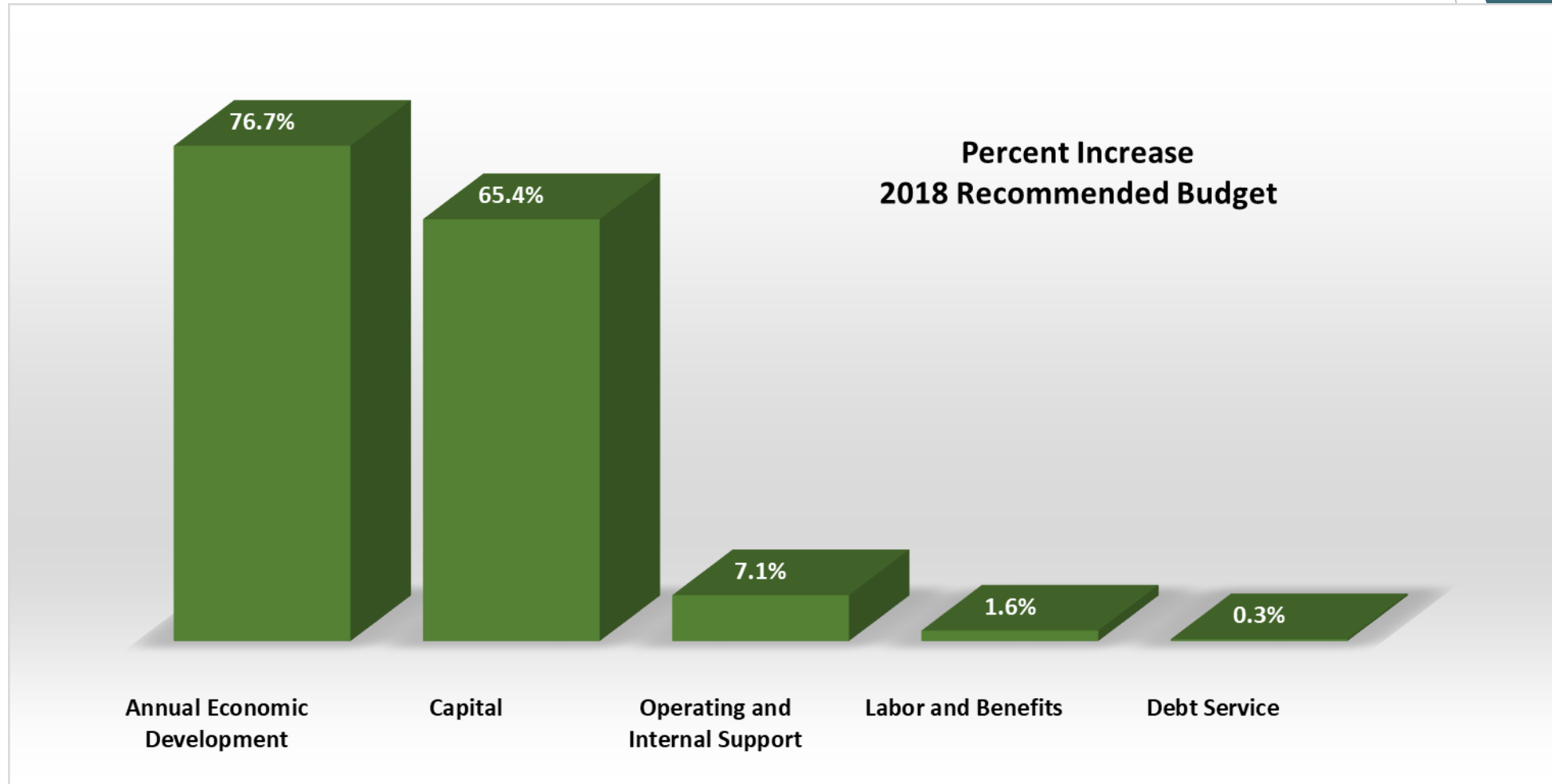
2018 City of Grand Junction Budget

- ▶ Recommended Budget Total = \$161,276,624
- ▶ \$20.8 million or a 14.8% increase from Adopted 2017
- ▶ \$14.6 million increase in capital projects
 - ▶ Increase maintenance and reconstruction of existing street infrastructure by 70% using voter approved funds
 - ▶ Reconstruct 7th Street
 - ▶ North Avenue and Horizon Drive Improvements
 - ▶ Las Colonias Business Park
 - ▶ Two Rivers Convention Center Improvements
 - ▶ Water and Sewer systems infrastructure improvements

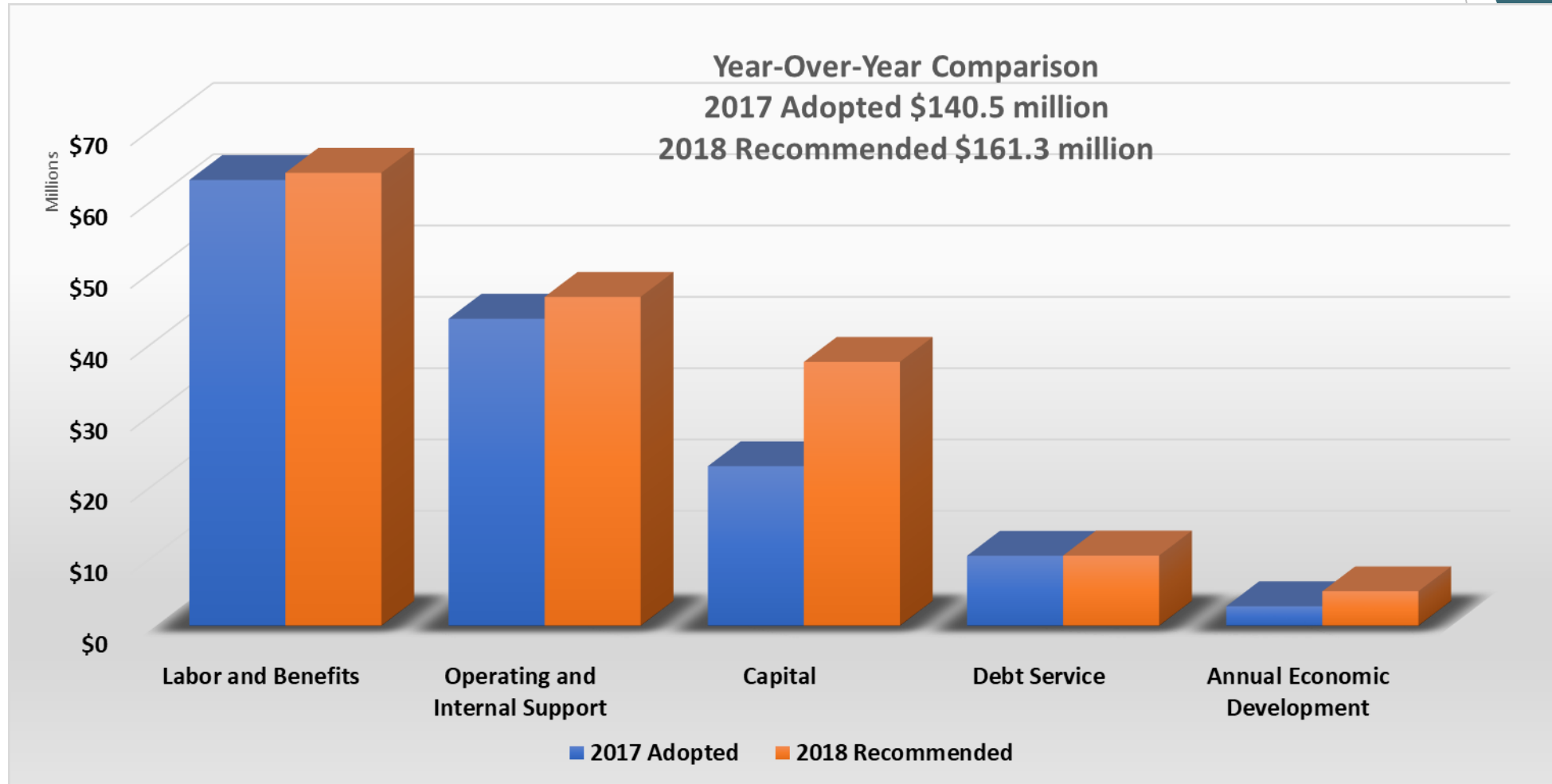
2018 City of Grand Junction Budget

- ▶ Increase in annual economic development to \$5.4 million
- ▶ Add 10 public safety positions and implement a sustainable pay plan this is fiscally responsible and affordable; that attracts and retains highly-qualified workforce
- ▶ Add North Area ambulance station
- ▶ Re-establish deferred replacement of specialty operating equipment, fleet, computers, and training
- ▶ General Fund operating surplus (sources over uses) of \$550,234. Projected ending fund balance \$21.6 million which is a \$3.4 million over Adopted 2017 or 19% increase in Fund Balance.

Total City Manager's Recommended Budget



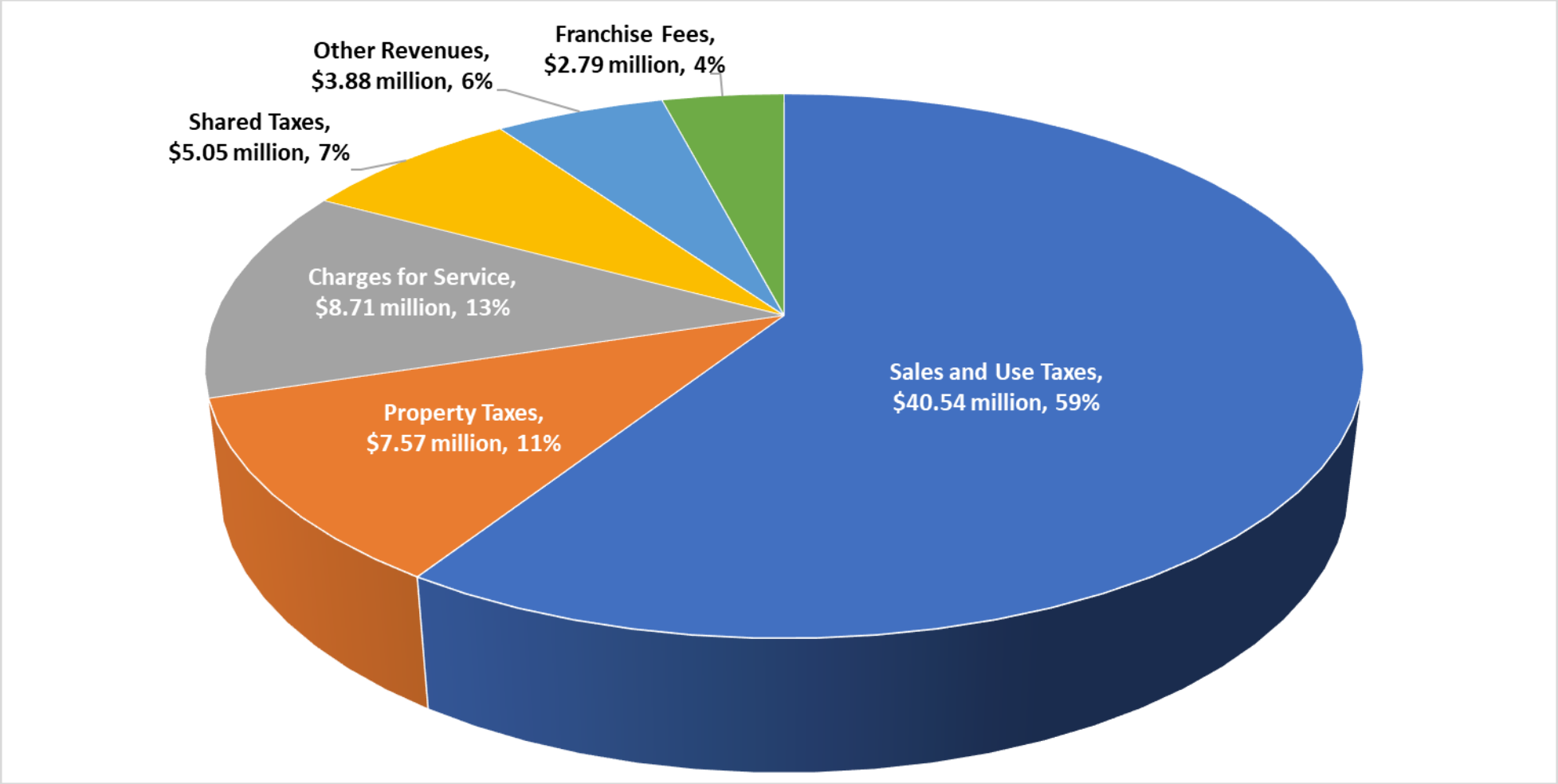
Total City Manager's Recommended Budget



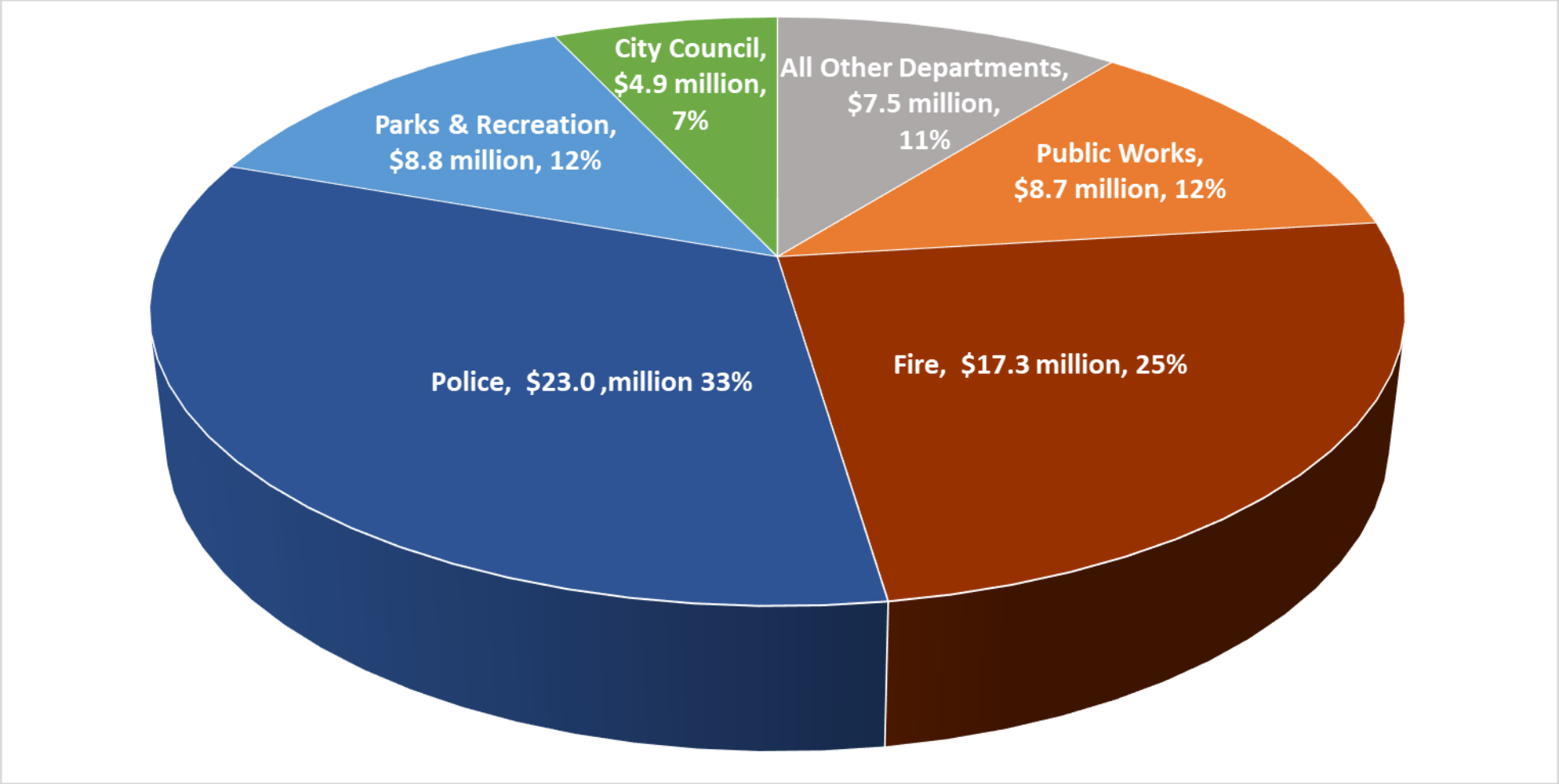
General Fund Revenues-Major Categories

- ▶ General Fund supports the general government operations of the City including Police, Fire, Parks, and Public Works and is the largest fund for the City.
- ▶ Sales and use taxes are the most significant source of revenue for the General Fund.
 - ▶ In 2018, we have conservatively budgeted a 1% increase in how we expect to end 2017 which is 6% above 2016.
- ▶ Property taxes make up 11% of the General Fund revenues and are budgeted nearly flat in 2018 based on preliminary certifications from the County.
 - ▶ The City's levy is 8 mills and has not changed for over 20 years.

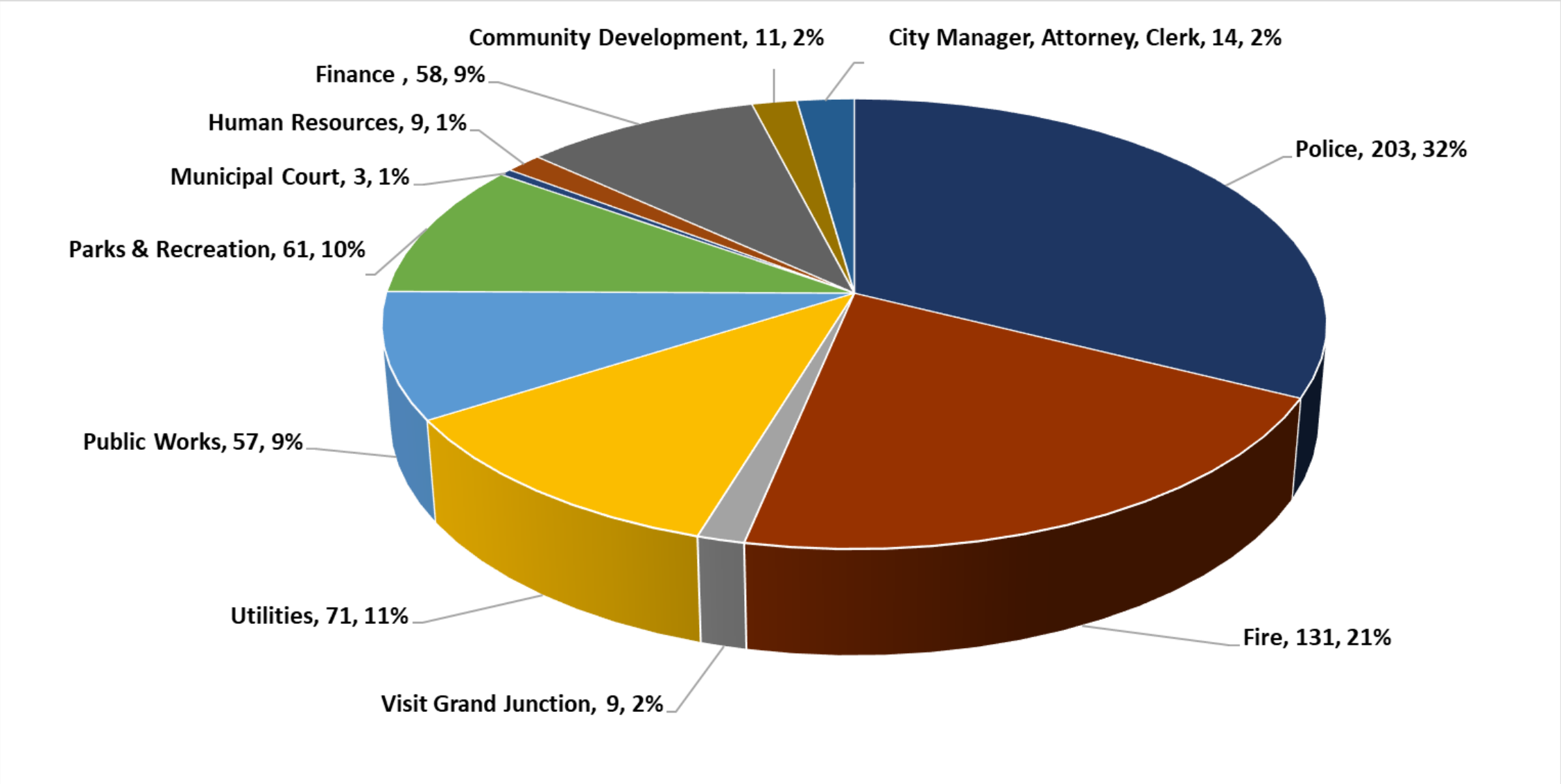
General Fund Source of Revenues



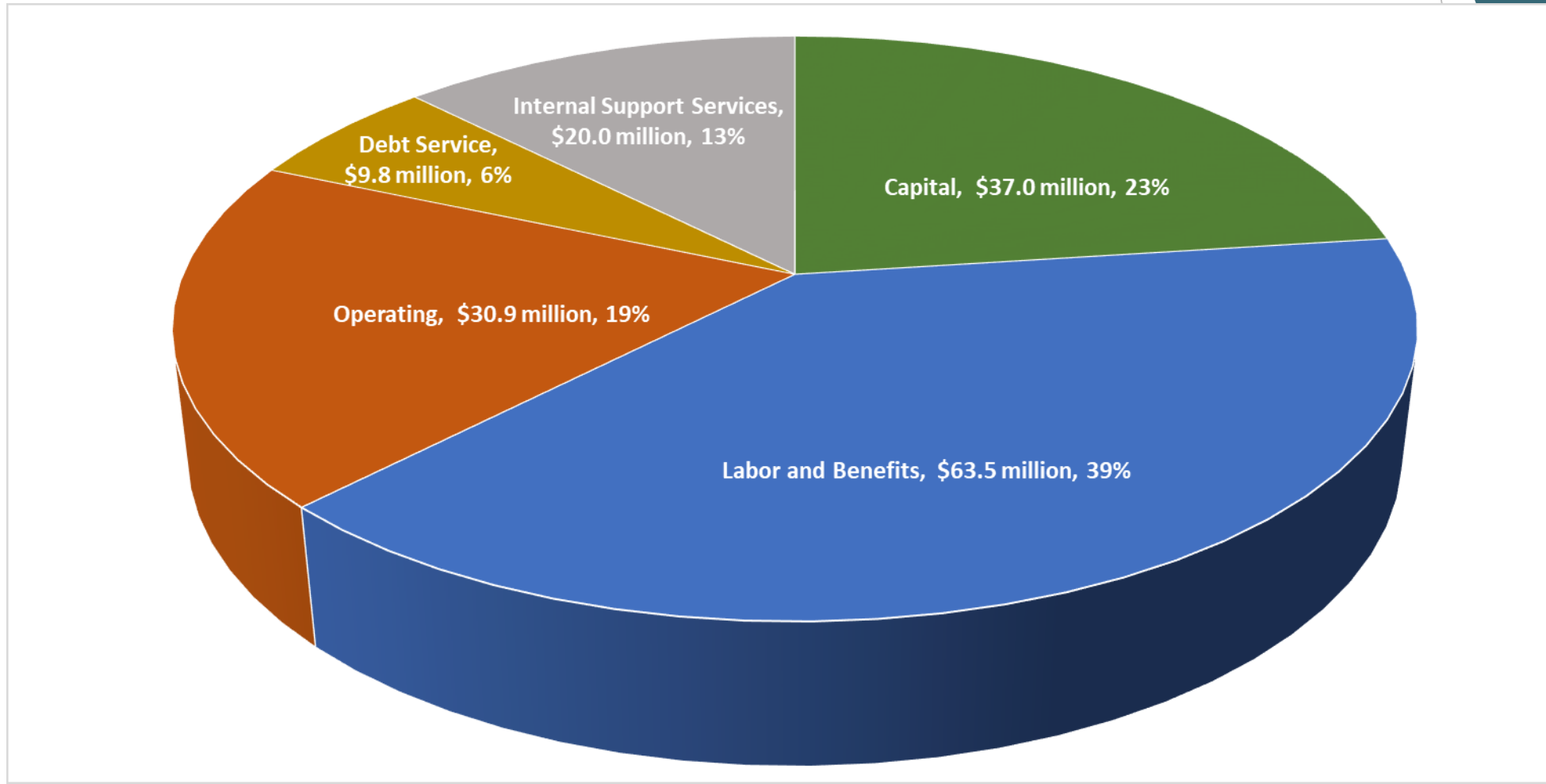
General Fund Expense Budget by Department



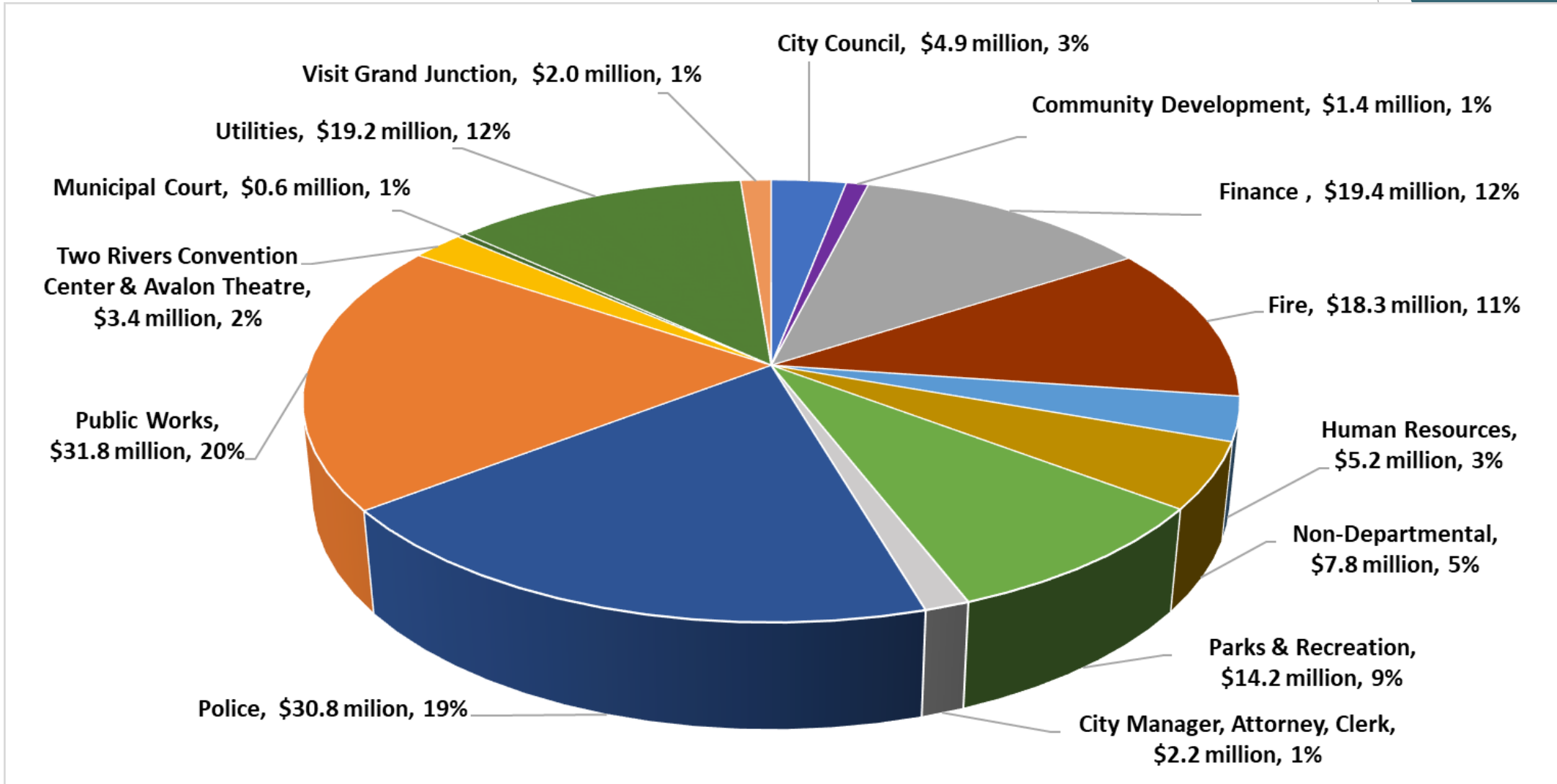
Labor Distribution-627 Full Time Positions



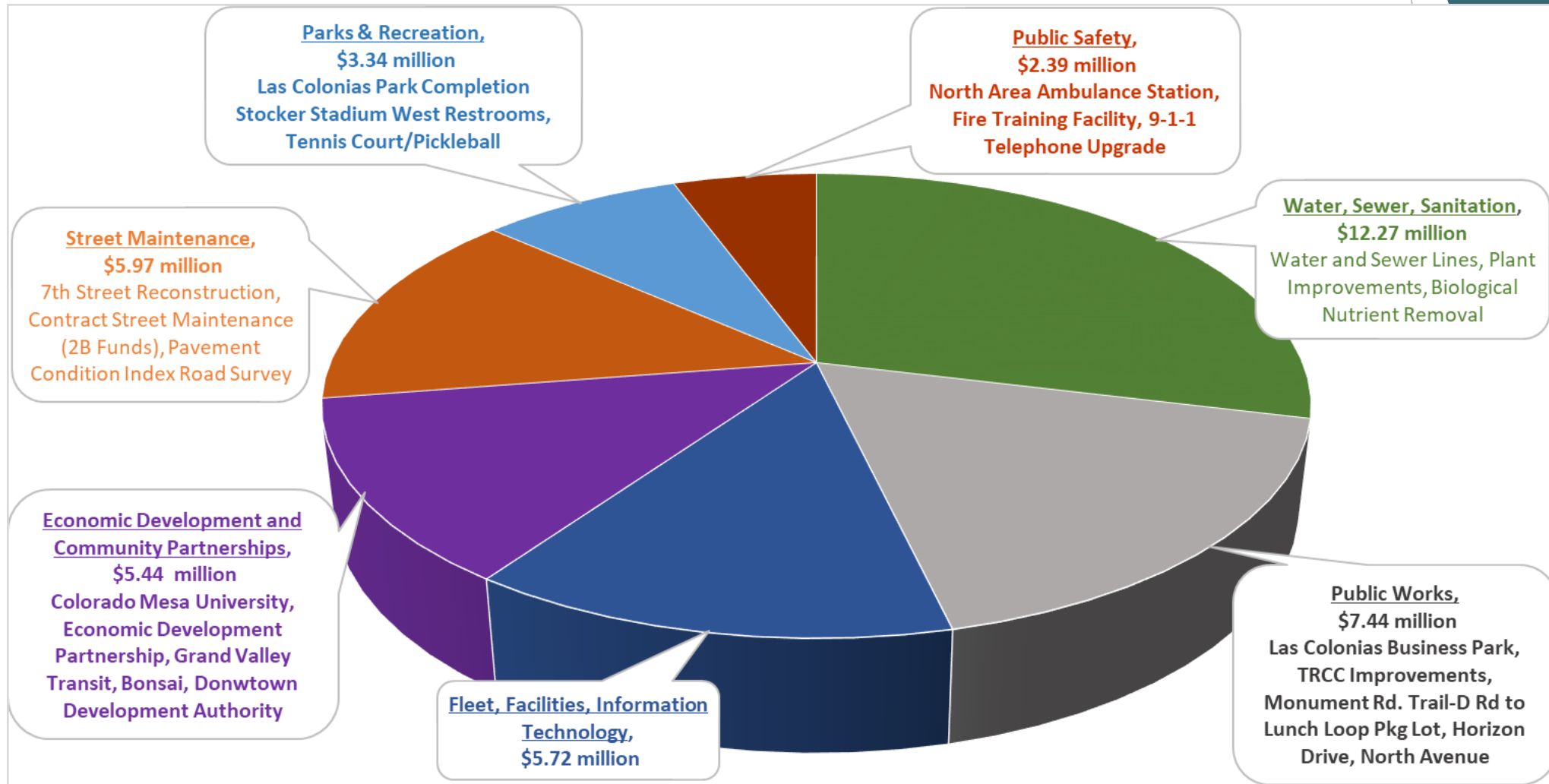
Total Budget by Category



Total Budget by Department



Community Investment \$42.6 million



Questions & Discussion

Greg Caton - City Manager

John Shaver - City Attorney

Trent Prall - Public Works Director

Dan Tonello - Interim Utilities Director

John Camper - Police Chief

Debbie Kovalik - Visit Grand Junction Director

Rob Schoeber - Parks & Recreation Director

Ken Watkins - Fire Chief

Claudia Hazelhurst - Human Resources Director

Jodi Romero - Finance Director

Special Thanks to Budget Team

Linda Longenecker, Jay Valentine, Greg LeBlanc