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**CITY COUNCIL AGENDA
WEDNESDAY, JUNE 17, 2020
250 NORTH 5TH STREET
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

Beginning May 20, 2020 and thereafter, in-person citizen comments are reinstated. Persons attending meetings will be asked to practice social distancing and wear masks. The temporary process of submitting comments on meeting agenda items by telephone or on-line has ended. If you need to contact City Council or City staff prior to a City Council meeting, e-mail addresses and other contact information is available at www.gjcity.org. If you wish to address Council in person you will be further advised of the process at the meeting.

Call to Order, Pledge of Allegiance, Invocation

Anne Landman

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

Presentations

"Safe Together, Strong Together", Colorado Mesa University's Return to Campus Update

Citizen Comments

Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

- a. Supplemental Documentation

City Manager Report

Council Reports

REVISED

CONSENT AGENDA

The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.

1. Approval of Minutes

- a. Minutes of the June 1, 2020 Special Meeting
- b. Minutes of the June 3, 2020 Regular Meeting

2. Set Public Hearings

All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed below.

- a. Quasi-judicial
 - i. Introduction of an Ordinance to Consider a Request by Property Owners of the Arcadia North Subdivision to Rezone the Arcadia North Subdivision (10 Parcels) from R-4 (Residential, 4 Units/Acre) to R-5 (Residential, 5.5 Units/Acre) Located at 700 - 709 Caleb Street and Set a Public Hearing for July 1, 2020

3. Contracts

- a. Contract for Lunch Loop Trailhead Improvements
- b. CDBG-CV Subrecipient Agreements between the Counseling and Education Center, Community Food Bank, Eureka! McConnell Science Museum, Grand Junction Housing Authority, Grand Valley Catholic Outreach, Hilltop Community Resources, Inc., Marillac Clinic, Inc., Riverside Educational Center and STRiVE, and the City of Grand Junction
- c. Construction Contract for the 2020 Waterline Replacement Project

REGULAR AGENDA

If any item is removed from the Consent Agenda by City Council, it will be considered here.

4. Public Hearings**a. Quasi-judicial**

- i. A Resolution to Approve a Consolidated Service Plan for the Proposed Redlands 360 Metropolitan Districts Nos. 1-9 Project which is Proposed to be Developed on Approximately 624 Acres South of the Redlands Parkway and Highway 340 Intersection - [Staff Presentation](#) and [Applicant Presentation](#)
- ii. An Ordinance to Vacate Alley Public Right-of-Way within the R-5 Block Subdivision Amended on the Southeast Corner of 7th Street and Grand Avenue - [Staff Presentation](#)

b. Legislative

- i. An Ordinance to Make a Supplemental Appropriation of \$300,000 from the City General Fund Reserve to Support the #GJStrong Fund in the City of Grand Junction, Colorado - **Continued from June 3, 2020**
- ii. An Emergency Ordinance to Amend the Grand Junction Municipal Code Regarding the Grand Junction Parks and Recreation Advisory Board Membership

- Or If Not Approved -

Introduction of an Ordinance to Amend the Grand Junction Municipal Code Regarding the Grand Junction Parks and Recreation Advisory Board Membership and Set a Public Hearing for July 1, 2020

5. Non-Scheduled Citizens & Visitors

This is the opportunity for individuals to speak to City Council about items on tonight's agenda and time may be used to address City Council about items that were discussed at a previous City Council Workshop.

6. Other Business

7. Adjournment



Grand Junction City Council

Regular Session

Item #a.

Meeting Date: June 17, 2020

Presented By:

Department: City Clerk

Submitted By:

Information

SUBJECT:

Supplemental Documentation

RECOMMENDATION:

EXECUTIVE SUMMARY:

BACKGROUND OR DETAILED INFORMATION:

FISCAL IMPACT:

SUGGESTED MOTION:

Attachments

1. Lack of Transparency

Lack of Transparency

Lack of Transparency

Call to Action:

Re-examine June 4, 2018 decision to change from detailed meeting minutes to action-plus minutes

Transparency

Detailed City Council Meeting Minutes – Citizen Comments – 07/06/16

addressed the City Council and presented "If you only read one thing..." He said during the last fourteen months the City Council discussed a number of topics; he listed some of the topics and highlighted the North Star Designation Strategies Economic Development Marketing Plan findings that were presented to Council in 2015. He admonished the Council for focusing too much on day-to-day operational issues and challenged them to pursue ways to achieve the City's mission statement, "To become the most livable community west of the Rockies by 2025."

Grand Junction City Council - June 17, 2020

Lack of Transparency

Action-plus City Council Meeting Minutes – Citizen Comments 02/19/20

"spoke of transparency in the municipal government."

- Inaccurate
- Lack of transparency

Grand Junction City Council - June 17, 2020

Lack of Transparency

Detailed minutes provides

- Who
- What
- When
- Key issues identified
- Next steps
- Call to action(s)

Grand Junction City Council - June 17, 2020

Lack of Transparency

Re-examine June 4, 2018 decision to change from detailed meeting minutes to action-plus minutes

Benefit of detailed minutes/transparency is a documented path to decisions made by the Council, and a record of constituents concerns

Grand Junction City Council - June 17, 2020

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

June 1, 2020

Call to Order. Pledge of Allegiance. Moment of Silence

The City Council of the City of Grand Junction convened into special session on the 1st day of June 2020 at 6:01 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Rick Taggart and Council President Duke Wortmann.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann and Deputy City Clerk Janet Harrell.

Council President Wortmann called the meeting to order. Councilmember Andrews led the Pledge of Allegiance which was followed by a moment of silence.

REGULAR AGENDA

An Ordinance Rezoning the Horizon Villas Property from PD (Planned Development) to R-8 (Residential - 8 du/ac) Located West of the Undeveloped Horizon Glen Drive Right-of-Way

Applicant Larson Building Solutions represented by Todd Larson, requested a rezone of Lot 17 of Horizon Glen Subdivision as amended, a 2.22-acre lot located at Horizon Glen Drive at Horizon Drive from PD (Planned Development) to R-8 (Residential – 8 du/ac) in anticipation of future residential subdivision development. The requested R-8 zone district is consistent with the Comprehensive Plan Future Land Use Map designation of Neighborhood Center.

Councilmember Taggart recused himself from this agenda item because the current property owners are good friends and he left the meeting room.

Senior Planner Scott Peterson presented this item.

Discussion included that the applicant would be responsible for building out the “half road improvement” of Horizon Glen Drive (the other adjoining property owner would be responsible for the other half), the property’s PD has expired and must be rezoned, that neighboring property may be granted to the City, appropriate density for the area and the need to have diverse development projects.

The public hearing opened at 6:19 p.m.

The following spoke against this item: Lily Fitch, Bill Fitch, Joe Graham, Mark Madison, Susan Madison, Stephanie Graham, Kevin Triplett and Glen Madrid.

The public hearing closed at 6:33 p.m.

Applicant representative Ted Ciavonne of Ciavonne, Roberts and Associates spoke about the Future Land Use Plan, the applicant is seeking the lowest zoning density available for this property within the growth plan and that connecting properties will be required to have dual connectivity.

Councilmember Andrews moved to adopt Ordinance No. 4931, an ordinance rezoning Horizon Villas property from PD (Planned Development) to R-8 (Residential - 8 du/ac), located west of Horizon Glen Drive on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Vacating a 25-Foot-Wide by 400 Lineal Foot Portion of the Undeveloped 27 ½ Road Public Right-of-Way (ROW) Abutting the Eastern Property Line of the Property Located at Approximately 347 27 ½ Road

Applicant, Eddy at Grand JCT, LLC requested a vacation of a 400 lineal foot portion of the undeveloped public 27 ½ Road right-of-way that currently bisects their property in preparation of future development which complies with the Grand Valley Circulation Plan and Comprehensive Plan of the City of Grand Junction.

Senior Planner Landon Hawes presented this item.

Applicant representative Ted Ciavonne of Ciavonne, Roberts and Associates added that Xcel Energy is not in the ROW as much as previously thought and that will be corrected by this project with new easements.

The public hearing opened at 6:50 p.m.

There were no public comments.

The public hearing closed at 6:50 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4932, an ordinance vacating a portion of

27 ½ Road right-of-way, located at 347 27 ½ Road on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

City Council took a break at 6:51 p.m.

The meeting resumed at 7:00 p.m.

An Ordinance Amending the Comprehensive Plan Changing the Future Land Use Map Designation for a Property of 5.26 Acres from the Commercial and Commercial/Industrial Future Land Use Designations to the Downtown Mixed Use Future Land Use Designation and Rezoning said Property of 5.26 acres from a C-2 (General Commercial) Zone District to a R-24 (Residential - 24 du/ac) Zone District Located at 630 South 7th Street

Applicant, S2E Developments (CO), LLC, requested a Comprehensive Plan Amendment and a rezone for a 5.26-acre property located at 630 South 7th Street in anticipation of a future multifamily residential development.

Associate Planner Lance Gloss presented this item.

Applicant representative Marissa Adelstein of S2E Developments, LLC spoke to the increased housing and growth opportunities the amendment and rezone would allow.

Discussion included that the Grand Junction area needs more diverse housing options, especially along the 7th Street corridor.

The public hearing opened at 7:20 p.m.

Current property owner Doug Simons and S2E Developments, LLC CEO Milfred Hammerbacher spoke in favor of this item.

The public hearing closed at 7:26 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4933, an ordinance amending the Comprehensive Plan Future Land Use Map of the City of Grand Junction from Commercial and Commercial/Industrial to Downtown Mixed Use for a property of 5.26 acres and rezoning said property of 5.26 acres from a C-2 (General Commercial) Zone District to a R-24 (Residential – 24 du/ac) Zone District located at 630 South 7th Street on final passage and ordered final publication in pamphlet form. Councilmember Stout seconded the motion. Motion

carried by unanimous roll call vote.

An Ordinance for a Comprehensive Plan Amendment from Residential High Mixed Use (16 – 24 du/ac) and Residential Medium (4 – 8 du/ac) to Village Center and a Rezone from R-E (Residential – Estate) to C-1 (Light Commercial) Located at 785 24 Road - WITHDRAWN

This item was withdrawn by the applicant, Mallard View, LLC.

An Ordinance Amending Title 21 of the Grand Junction Municipal Code Regarding Setbacks in the B-1, Neighborhood Business Zone District

Staff proposed front setback reductions in the B-1 (Neighborhood Business) zone district from 20 to 15 feet to bring the setback into conformity with other similar commercial and industrial zones and to further the purpose of the zone district, expressly the intent to design in scale with surrounding uses and to provide small areas for office and professional services. In addition, the request would implement certain goals and policies of the Comprehensive Plan.

Senior Planner Landon Hawes presented this item.

Discussion included why the B-2 zone has fewer parameters since it lies mainly within the downtown core.

The public hearing opened at 7:32 p.m.

There were no public comments.

The public hearing closed at 7:32 p.m.

Councilmember Andrews moved to adopt Ordinance No. 4935, an ordinance amending the Mixed Use and Industrial Bulk Standards Summary Table of the Zoning and Development Code, decreasing the Front Setback for the B-1 Zone District on final passage and ordered final publication in pamphlet form. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Amending the Grand Junction Municipal Code Title 21 Zoning and Development Code Regarding the Requirements for Conducting Neighborhood Meetings

Staff proposed to clarify neighborhood meeting requirements prior to a development

application which is an ongoing planning process or of little consequence to neighboring properties but remains useful in achieving the intended purpose of a neighborhood meeting.

Principal Planner Kris Ashbeck presented this item.

Discussion included that Code specifies what substantial and non-substantial preliminary plan modifications are and that staff would use that guidance to determine if an additional neighborhood meeting would be required.

The public hearing opened at 7:40 p.m.

Ted Ciavonne of Ciavonne, Roberts and Associates spoke in favor of this item and said the pre-submission neighborhood meeting requirement is very cumbersome.

The public hearing closed at 7:43 p.m.

Councilmember Stout moved to adopt Ordinance No. 4936, an ordinance amending Title 21 of the Grand Junction Municipal Code pertaining to the requirements for Neighborhood Meetings on final passage and ordered final publication in pamphlet form. Councilmember Andrews seconded the motion. Motion carried by unanimous roll call vote.

Adjournment

Council President Wortmann expressed his thanks that the local protests were peaceful and he hopes the country is able to heal.

Councilmember Taggart and Stout requested City Council prepare a written statement to express Council's formal position.

The meeting adjourned at 7:48 p.m.

Wanda Winkelmann, MMC
City Clerk

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

June 3, 2020

Call to Order. Pledge of Allegiance. Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 3rd day of June 2020 at 6:05 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Rick Taggart and Council President Duke Wortmann.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann and Deputy City Clerk Janet Harrell.

Council President Wortmann called the meeting to order. Councilmember Pe'a led the Pledge of Allegiance which was followed by a moment of silence.

Appointments

Ratification of Appointment to Riverview Technology Corporation

Council President Wortmann moved to ratify Shelly Dackonish to the Riverview Technology Corporation. Motion carried by unanimous voice vote.

Citizen Comments

Jay Bishop requested a call to action, a written statement from Council as well as City and Council representation to demonstrate community. He requested an apology from Colorado Mesa University for expressing his First Amendment rights.

Antonio Clark asked how police officers are trained and suggested a racial sensitivity training program be included.

Anthony Hinkle suggested better police training to improve police and minority interactions as well as having law enforcement attend community gatherings to build bridges and reduce fear.

Demetrius Davis said there should be respect for all races and was discouraged by the lack of support for this cause.

Taylor Jackson said there is systemic institutional racism and that changes need to begin with institutions such as City Council. She felt leadership groups should reflect diversity and any statement issued should reflect the group's true sentiments. She then asked all organizations to work together.

Tina Dingman expressed frustration that racism still exists and asked City leaders to join the protests to show unity.

Geneva Smith relayed both positive and negative experiences when calling local law enforcement and said the negative interaction needed to be addressed.

Prince Gray said racism in schools causes massive problems and he experienced insecurity, inferiority, isolation and segregation. He stated some protestors were unfairly arrested for speaking out and suggested law enforcement conduct internal investigations to root out racism.

Cordell McLean asked law enforcement agencies to declare their positions in written statements.

Samantha Jensen came to support the community and related that her son threatened suicide in the second grade after a classmate said he wouldn't be his friend due to his race.

Max Jeweler said he has seen and experienced discrimination in District 51 and attempted suicide due to it.

Jay Bishop again asked local leaders to meet with those in the community, for proper Council representation, a demonstration of unity and to establish a fully integrated committee. Council President Wortmann responded that the Council will move forward with those requests.

Tyler Becker said leadership is needed and as elected officials they will be held accountable for fixing a broken system.

Johnny Marsh said her family lives in Kentucky and expressed concerns for their safety. She then thanked local law enforcement for keeping Grand Junction safe and City Council for allowing the opportunity to speak.

Lavena Holsalks said California is more diverse and expressed frustration that there is still racism. It is up to leaders to repair community.

Ucari Bradfield suggested City Council help educate local leaders on how to interact with minorities. She then relayed experiences of discrimination at the police department and school district.

David Hood said many people are not heard and that everyone deserves to feel safe but when he hears sirens or sees a confederate flag he does not. He asked if local leaders want all citizens to be safe.

Ricky McConnell said he experienced racism his first day in Grand Junction. He didn't feel some leaders were engaged and wants them to know they need to help.

Jeanette Woods read, "We are the Unorganized Truth Against an Organized Lie."

Briana Fog said there is reason for people to be mad and everyone needs to be aware of their own motives.

David Combs said he moved to Grand Junction because it was safer; however, Grand Junction is like what Minneapolis was and asked everyone to work together as a community.

Cassandra Mutahu named victims of police killings, recounted some local issues and asked for change in Grand Junction.

Karly Pool related stories of discrimination against her mother and said racism is present in Grand Junction.

Jay Bishop repeated his requests to Council.

Council took a break at 7:08 p.m.

The meeting resumed at 7:13 p.m.

Paul Levig spoke against the proposed City fireworks ban resolution and said selling fireworks is the main fundraiser for his nonprofit. He felt if the City banned fireworks, illegal fireworks would be purchased and there would be more of a fire risk.

Kathy Cardinal spoke on behalf of small businesses and said the fireworks ban would negatively affect them.

Briden Cattrell, TT Fireworks representative, asked Council to deny the proposed City fireworks ban resolution and that he would be glad to work with the City regarding safe sales and possibly a shortened sales period.

Andrew Dawson works for nonprofits that sell fireworks as fundraisers and said a fireworks ban would be detrimental to the nonprofits.

CONSENT AGENDA

Councilmember Norris moved to adopt Consent Agenda items #1 - #4.a. Councilmember Andrews seconded the motion. Motion carried by unanimous roll call vote.

1. Approval of Minutes

- a. Summary of the May 18, 2020 Workshop
- b. Minutes of the May 20, 2020 Regular Meeting
- c. Minutes of the May 27, 2020 Executive Session
- d. Minutes of the May 27, 2020 Special Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. Introduction of an Ordinance Zoning the Magnus Court Annexation PD (Planned Development) for Two (2) Properties and Introduction of an Ordinance Rezoning Two (2) Properties from R-E (Residential Estate) and R-2 (Residential – 2 Dwelling Units Per Acre) to PD (Planned Development) with an Associated Outline Development Plan (ODP) Called Magnus Court to Develop 74 Single-Family Detached Lots with an R-2 (Residential – 2 du/ac) Default Zone District. The Properties Combined are 69.67 Acres and are Generally Located at the West End of Magnus Court and Include the Property Addressed as 2215 Magnus

Court #A and Set a Public Hearing for June 15, 2020

- ii. Introduction of an Ordinance to Vacate Alley Public Right-of-Way within the R-5 Block Subdivision Amended on the Southeast Corner of 7th Street and Grand Avenue and Set a Public Hearing for June 17, 2020

3. Contracts

- a. Contract for the Juniata Reservoir Aeration Project

4. Resolutions

- a. A Resolution Authorizing the City Manager to Submit a Grant Application for the Multimodal Options Fund Grant Program

REGULAR AGENDA

A Resolution Imposing a Ban on the Use, Sale, Exchange, Barter or Trade of or in Fireworks and Issuance of Temporary Permits for the Same

Pursuant to the Grand Junction Municipal Code, the Fire Chief has authority to declare by emergency order a temporary restriction on fire, burning or other activity(ies) that endanger the health, safety and welfare of the residents of the City. Typically, this order is in response to an emergency condition; however, because of the need to protect resources related to the potential emergency response to COVID-19 and the pervasive moderate drought conditions in Mesa County, it is the recommendation of the City Manager and the Fire Chief that City Council enact a resolution imposing a ban on fireworks sales the City.

Grand Junction Fire Department Chief Ken Watkins said the intent was to be proactive, anticipate fire restrictions and avoid public confusion.

City Manager Greg Caton said there are concerns a fire restriction will be put in place right before July 4th and after people have purchased fireworks. Community resources have been taxed due to COVID and this ban was felt to be important to move forward.

Discussion included not restricting legal sales, some known fire causes have been from illegal fireworks, that the State allows "safe and sane" fireworks because they do not leave the ground, concerns regarding illegal fireworks from out of state sales, July 4th is the busiest fire response day and July a busy fire response month, what the various penalties are for starting

fires, the difficulties of imposing a ban after sales have commenced, that the County has not implemented a ban and concerns regarding the dry conditions.

Councilmember Norris moved to deny Resolution No. 32-20, a resolution imposing a ban on the use, sale, exchange, barter or trade of or in fireworks and issuance of temporary permits for the same in the City of Grand Junction. No one seconded the motion.

Councilmember Norris moved to adopt Resolution No. 32-20, a resolution imposing a ban on the use, sale, exchange, barter or trade of or in fireworks and issuance of temporary permits for the same in the City of Grand Junction. Councilmember Andrews seconded the motion. Motion failed by roll call vote with Councilmembers Andrews, Norris, Pe'a, Stout and Taggart voting NO.

An Emergency Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications

The purpose of this item is to amend the Zoning and Development Code to permit 1) neighborhood meetings to be conducted virtually and 2) alternative hearing procedures for quasi-judicial hearings.

City Attorney John Shaver presented this item.

Discussion included that this would allow virtual presentations/meetings but does not preclude in person meetings, Mesa County Health Department determines meeting restrictions, many local facilities are not available to rent due to COVID restrictions/concerns, the applicant would determine the meeting type (virtual or in person), sequential in person meetings could be conducted in order to abide by in person limits, and the sunset provision of 180 days should provide enough experience to determine if this option is sustainable.

The public hearing opened at 7:54 p.m.

There were no public comments.

The public hearing closed at 7:54 p.m.

Councilmember Andrews moved to adopt Emergency Ordinance No. 4923, an emergency ordinance to amend the Grand Junction Municipal Code regarding Neighborhood Meetings and to allow for alternative hearing procedures for Land Use Applications in the City Of Grand Junction, Colorado on final passage and ordered final publication in full. Councilmember Pe'a

seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Regarding Neighborhood Meetings and Alternative Hearing Procedures for Land Use Applications

Previously adopted by Emergency Ordinance.

Public Finance Agreement, First Amendment to Loan Agreements and Amending Ordinance 4881 Concerning the City of Grand Junction Dos Rios General Improvement District

The Public Finance Agreement (PFA) forms an agreement between the City of Grand Junction and the Dos Rios General Improvement District (District or GID) pledging certain revenues received by the City to the GID to fund improvements in the Dos Rios development area (Project.) In order to further the Project, the City agreed to pay certain pledged revenue to the District on and after the date of the issuance of bonds. The pledged revenue is the incremental property and sales tax revenues produced within the District and that along with the proposed GID mill levy, will be specifically used for the repayment of the bonds.

City Attorney John Shaver presented this item.

The public hearing opened at 8:00 p.m.

Bob Gibson, RM Construction, and Jen Taylor, Riverfront at Dos Rios and Riverside Neighborhood property owner, spoke in favor of this item.

The public hearing closed at 8:03 p.m.

Councilmember Pe'a moved to adopt Ordinance No. 4937, an ordinance concerning the City of Grand Junction Dos Rios General Improvement District and in connection with the issuance of bonds by the District approving a Public Finance Agreement and First Amendment to Loan Agreements and amending Ordinance No. 4881 concerning the DDA 2019 Plan of Development on final passage and ordered final publication in pamphlet form. Councilmember Andrews seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance to Make a Supplemental Appropriation of \$300,000 from the City General Fund Reserve to Support the #GJStrong Fund in the City of Grand Junction, Colorado - Continued from May 20, 2020

The purpose of this item is to adopt an ordinance allocating \$300,000 to the #GJStrong Fund provided to the Western Colorado Community Foundation for expenditure related to providing basic needs of food and shelter.

City Manager Greg Caton presented this item and said staff recommended continuing this item.

Discussion included whether to continue this item, redraft it if needed and effective dates.

The public hearing opened at 8:11 p.m.

There were no public comments.

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

Councilmember Taggart moved to continue this item, an ordinance to make a supplemental appropriation of \$300,000.00 from the City General Fund Reserve to support the #GJStrong Fund in the City of Grand Junction, Colorado to the next regular Council meeting on June 17, 2020. Councilmember Stout seconded the motion. Motion carried by roll call vote with Councilmembers Norris and Pe'a voting NO.

Non-Scheduled Citizens & Visitors

Sandy Hicks spoke regarding the Magnus Court Annexation and expressed concerns about increased traffic, speed, congestion, drainage issues and additional students at the area schools.

Deb Moesser expressed concerns the Magnus Court Annexation would increase traffic and there are no sidewalks in the area.

Other Business

There was none.

Adjournment

The meeting adjourned at 8:19 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: June 17, 2020

Presented By: Jace Hochwalt, Associate Planner

Department: Community Development

Submitted By: Jace Hochwalt, Associate Planner

Information

SUBJECT:

Introduction of an Ordinance to Consider a Request by Property Owners of the Arcadia North Subdivision to Rezone the Arcadia North Subdivision (10 Parcels) from R-4 (Residential, 4 Units/Acre) to R-5 (Residential, 5.5 Units/Acre) Located at 700 - 709 Caleb Street and Set a Public Hearing for July 1, 2020

RECOMMENDATION:

The Planning Commission heard this request at its June 9, 2020 meeting and voted 7-0 to recommend approval of the request.

EXECUTIVE SUMMARY:

Property owners within the Arcadia North Subdivision are requesting a rezone of the entire Arcadia North Subdivision located at 700 through 709 Caleb Street from an R-4 (Residential, 4 units/acre) to an R-5 (Residential, 5.5 units/acre) zone district. The Arcadia North Subdivision is a 10-lot subdivision north of G Road and west of 25 ½ Road. The requested R-5 zone district is consistent with the Comprehensive Plan Future Land Use designation of Residential Medium (4 to 8 units/acre).

BACKGROUND OR DETAILED INFORMATION:

The 10 parcels subject to this proposal are located at 700 through 709 Caleb Street, within the Arcadia North Subdivision. The Arcadia North Subdivision is a 10-lot subdivision that was platted and built out in 2005 and has an R-4 zoning designation. All lots in the subdivision contain a single-family residence on site. Property owners of the Arcadia North Subdivision have initiated a request to move forward with a proposed rezone to the R-5 zone district for the entire subdivision. The

existing density of the Arcadia North Subdivision is 3.47 units per acre. This density would conform to either the R-4 zone district (density between 2 and 4 units/acre) or the R-5 (density between 3 units and 5.5 units/acre). While the bulk and use standards for R-4 and R-5 are fairly similar, there are also some differences. R-4 allows for single-family and two-family (duplex) development, while the R-5 zone district allows for those, as well as multi-family development (as long as density requirements are being met).

Under the current zoning of R-4, there is a required rear yard setback of 25 feet for principal structures. Due to the general narrowness of the lots within the Arcadia North Subdivision, and how the lots have been built-out, all houses within the subdivision are at or within a few feet of the 25-foot rear yard setback. This hinders any rear-yard expansion of the residences within this subdivision. However, the R-5 zone district allows for a reduced rear-yard setback for principal structures of 15 feet. As such, the primary purpose for the rezone proposal from R-4 to R-5 is to give the owners within the subdivision the flexibility for the construction of improvements (structures) that would not otherwise be allowed to encroach into a rear yard setback.

The Comprehensive Plan Future Land Use Map identifies the property as Residential Medium (4 - 8 du/ac). Zone districts that implement the Residential Medium future land use category includes R-4 (Residential, 4 units/acre), R-5, R-8, R-12 and R-16 (Residential, 16 units/acre) (see ZDC 21.03.020(d)). The proposal of R-5 falls within this range, while the existing zoning of R-4 falls on the low end of the range.

It is notable that one of the applicants, Jana Franklin, whom is the property owner at 703 Caleb Street, had an addition constructed on to her home in 2017. This addition was unpermitted and encroaches into the existing 25-foot rear yard setback by approximately nine feet. Because the addition was unpermitted, Jana was cited with a notice of violation on the property, which is documented as City File Number COD-2018-13. To seek a remedy for this code violation, Ms. Franklin first sought out a variance to allow the addition to encroach into the setback. The variance was heard by the Zoning Board of Appeals in May of 2019, but the variance was denied by a vote of 2-1. As such, Jana decided to proceed with a rezone of the property as a possible remedy to her outstanding Notice of Violation, as the addition would be allowed within the R-5 zone district. After reaching out to all neighbors in the subdivision, the remaining property owners within the Arcadia North Subdivision, aside from the property owner at 709 Caleb Street, also submitted signed application forms to request the rezone their respective properties to the R-5 zone district.

The properties subject to this proposal are primarily surrounded by other residential uses. To the east is the Jesus Christ Church of Latter-Day Saints, to the west are underdeveloped large residential parcels zoned R-4, to the north is the recently platted 56-lot Aspen Valley Estates Subdivision (zoned R-4), and to the south are large tract

residential lots followed by the Moonridge Falls subdivision platted in phases in the 1990's (zoned Planned Development with an approximate density of 2.3 units/acre).

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting was held on January 10, 2020 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. There were 11 attendees of the meeting, including the representative. City planning staff was also in attendance. Concerns at the meeting generally revolved around multi-family being allowed within the subdivision. However, attendees were informed that due to the current subdivision build-out and lot sizes, a rezone to R-5 would not allow additional units on any lots within the subdivision. Attendees were also informed that the primary impact that the rezone would have is that the rear-yard setback would be reduced from 25 feet to 15 feet, allowing more flexibility to add an addition the rear portion of the existing residences.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the Public Hearing, in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 29, 2020. The subject property was posted with an application sign on March 4, 2020 and notice of the public hearing was published June 2, 2020 in the Grand Junction Daily Sentinel.

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 criteria:

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

The Comprehensive Plan includes a Future Land Use Map which identifies the subject parcels as having a Residential Medium (4 to 8 units/acre) designation. Both the proposed zoning of R-5, as well as the existing zoning designation of R-4, are supported by the Future Land Use Map designation of Residential Medium. As such, staff has been unable to identify any subsequent event that has invalidated the original premises of the existing R-4 zoning.

A recent text amendment to the Zoning and Development Code occurred on November 20, 2019 that reduced the rear yard setback of the R-5 zone district from 25 feet to 15 feet. This text amendment is the primary reason for the subject proposal, as it would allow for greater flexibility for residential expansion in the rear yard. While the property owners subject to this proposal do not necessarily plan to expand on to their homes in the near-term, they all would like the flexibility to do so in the future, and do so in

conformance with the bulk standards of the Zoning and Development Code. With that said, the original subdivision approval and all permitted construction was in accordance with City codes.

Therefore, staff finds that this criterion has not been met.

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

As previously indicated, the proposal is for the rezone of the entire Arcadia North Subdivision, which was platted and built out in 2005. Since that time, there have been two major subdivisions platted and built-out or under construction nearby. Copper Creek North is an 84-lot subdivision with an R-8 (Residential, 8 units/acre) zoning designation that was completed in phases between 2016 and 2019. This subdivision is approximately a half-mile west of the subject proposal and is completely built out. In addition, adjacent to the north of the subject properties is the Aspen Valley Estates Subdivision. This is a 56-lot subdivision that was platted in 2019, with infrastructure recently completed and several houses now under construction. This subdivision holds an R-4 zoning designation.

Aside from the two projects indicated above, many of the surrounding properties were platted and developed prior to the development of the Arcadia North Subdivision, or they remain underdeveloped. Many of the underdeveloped sites in the immediate area retain an R-4 or R-5 zoning designation. Although a rezone to R-5 is supported by the Future Land Use Map which reflects a designation of Residential Medium (4-8 dwelling units/acre), Staff does not believe that the recent developments have changed the character or condition of the area and therefore staff finds that this criterion has not been met.

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

The subject properties are within an urbanizing area of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses associated with an R-5 zone district. The type and scope of land-use allowed within the R-5 zone district is similar in character and extent to the existing land-use of the subject properties and nearby properties (many of which are zoned R-4 and R-5). The subject properties are currently served by Ute water, Persigo Wastewater Treatment, and Grand Valley Power (electricity and natural gas). Although much of the adjacent property is zoned for medium density residential uses, there are commercial and employment opportunities such as retail, offices, and restaurants found nearby along 24 ½ Road and Patterson Road, about 1.5 miles southwest of the subject properties.

Based on the provision of adequate public utilities and community facilities to serve the rezone request, staff finds that this criterion has been met.

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

While the rezone proposal does not constitute a major change in land-use of the subject properties, it does allow for greater flexibility in the rear yard setback. With that said, there is no evidence that there is an inadequate supply of suitably designated R-5 zoned land elsewhere in the community that would accommodate the proposed land use, as approximately 5.9% of property within the City is zoned R-5.

Based on these considerations, staff finds that this criterion is not met.

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

The Future Land Use designation of Residential Medium contemplates a mix of medium-density residential uses. Given that the Arcadia North Subdivision is already built out, the proposal will not change the density of the area. Absent any future redevelopment, the only tangible benefit that has been identified at this point by staff is that it will provide greater flexibility to the rear yard setback of the entire Arcadia North Subdivision. As such, staff finds this criteria has been met.

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

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

Policy A: City and County land use decisions will be consistent with the Future Land Use Map.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Goal 5: To 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 A: In making land use and development decisions, the City will balance the needs of the community.

Policy C: Increasing the capacity of housing developers to meet housing demand.

Goal 6: Land Use decisions will encourage preservation of existing buildings and their appropriate reuse.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Caleb Street Rezone, RZN-2020-117, to rezone the Arcadia North Subdivision from an R-4 (Residential, 4 units/acre) zone district to an R-5 (Residential, 5.5 units/acre) zone district, the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan;
2. In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the criteria have been met.

Therefore, the Planning Commission recommends approval of the request to rezone the Arcadia North Subdivision from an R-4 (Residential, 4 units/acre) zone district to an R-5 (Residential, 5.5 units/acre) zone district.

FISCAL IMPACT:

Not Applicable.

SUGGESTED MOTION:

I move to introduce an ordinance rezoning Arcadia North Subdivision from R-4 (Residential - 4 du/ac) to R-5 (Residential - 5.5 du/ac), located at 700, 701, 702, 703, 704, 705, 706, 707, 708 and 709 Caleb Street and set a public hearing for July 1, 2020.

Attachments

1. Application Packet
2. Neighborhood Meeting Documentation
3. Maps & Exhibits
4. Proposed Zoning Ordinance
5. Draft Minutes - June 9, 2020 Planning Commission Meeting

General Project Report- Rezone

703 Caleb Street

Grand Junction, Colorado

Date: February 17, 2020

Prepared by: Kim Kerk, PM

Submitted to: City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Project: 701, 702, 703, 704, 705, 706, and 707 Caleb Street Rezone Application

Property Address: Arcadia North subdivision Caleb Street, Grand Junction, CO 81505

Tax Schedule No.:

702 Caleb St	2701-343-29-002	.19 Acres
703 Caleb St	2701-343-30-002	.18 Acres
704 Caleb St	2701-343-29-003	.19 Acres
705 Caleb St	2701-343-30-003	.18 Acres
706 Caleb St	2701-343-29-004	.19 Acres
707 Caleb St	2701-343-30-004	.18 Acres

I. Introduction/Site History

A. Project Description:

701, 702, 703, 704, 705, 706, and 707 Caleb St. parcels consists of approximately .18 or .19 acres as described above. Located within the Arcadia North subdivision which is located west of 25 1/2 Rd, with the subdivision entrance located on the north side of G Road.

B. The Intent

At this time, the applicants are requesting approval for a rezone of their parcels from Residential R-4 (R-4) to Residential- 5 (R-5). This rezone request is compatible with the existing and planned development neighborhoods in the vicinity of the proposed use.

C. Neighbors

A neighborhood meeting was held on January 10, 2020 at 703 Caleb St, Grand Junction, CO. Documentation of the meeting is attached to the Caleb Street rezone application. Neighbors were provided with Development Applications and Ownership Statements to complete if they were in favor of the rezone. Additionally, included with this submittal are the required documents from 6 of the 10 neighbors, the majority, who support the rezone from R-4 to R-5.

D. Zoning and Surrounding Areas

1. The parcel is currently zoned R-4 with a Growth Plan land use classification of Residential Medium (4-8 dwelling units per acre).
2. Surrounding areas:
 - North – Single family homes – new development zoned R-4
 - South – Single family homes zoned R-5, as well as a PD subdivision
 - West – 7+ acre, single family home on a lot zoned R-4
 - East – Church of Jesus Christ of Latter-Day Saints
3. All driveways were constructed in conformance with current City of Grand Junction standards and specifications and traffic will enter the parcel directly from G Road.
4. Sewer - Persigo Wastewater Treatment Facility and serviced by City Sewer.
Water - Ute Water Conservancy District
Gas - Xcel Energy
Electric – GVP
5. This project will cause no special or unusual demands on utilities as all homes are built and additional lot(s) are not available.
6. The impact on public facilities (i.e. schools, fire, police, roads, parks, etc.) is not applicable.
7. & 8. Hours of operation and number of employees is not applicable.
9. Signage plans are not applicable.

10. All soils found at the site are typical of the vicinity. The Natural Resources Conservation Service identifies Sagrlite loam as the primary soil composition in the area of the subject property. NCRS Report is attached to this submittal. In addition, the report revealed that there are no significant factors that might deter normal construction practices for utility installation or foundation excavation (*although none is planned with this application).

11. Impact of project on geology is not applicable for this application.

E. Approval Criteria (Code amendment and rezoning – GJMC 21.02.140):

(a) Approval Criteria. *Code Amendment and Rezoning Approval Criteria. In order to maintain internal consistency between the code and the zoning maps, map amendments must only occur if:*

1. *The subsequent events have invalidated the original premises and findings; and/or*

The recently amended R-5 zoning setbacks were subsequent to the building of this subdivision. Because the R-5 Zoning setbacks have been amended to 15', requesting a rezone from R-4 to R-5 not only allows Jana Franklin, (703 Caleb St), to meet the setbacks and retain her sunroom addition, it allows the neighbors the same option as well. hence it MEETS this requirement.

2. *The character and/or condition of the area has changed such that the amendment is consistent with the plans; and/or*

The character of this neighborhood has changed such that the neighbors realize they have an option that is available that would allow them to add on a sunroom or similar improvements to their property. There is an applicable Future Land Use designation of Residential Medium (RM) that allows for R-5 Zoning.

The proposed rezone to R-5 is compatible with the surrounding area and the growth plan designation of RM; the attached area zoning map depicts R-4, R-5 and PD in the vicinity of this neighborhood.

If the R-5 rezone request is approved, the rear yard setbacks would be reduced from 25' to 15'. The density however cannot increase as the lot sizes do not meet the minimum requirements to allow multi-family units. Even if a lot were to become vacant in the future for any reason, a multi-family unit would not be allowed.

hence it MEETS this requirement.

3. *Public and community facilities are adequate to serve the type and scope of land use proposed; and/or*
Adequate public and community facilities are available to serve the type and scope of land use that is being proposed as this subdivision will not be adding any additional homes. hence it MEETS this requirement.
 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*
This property is identified by the applicant as suitable for this zoning request. The Future Land Use Zoning on this property is Residential Medium which designates R-5 as an appropriate for zoning or rezoning to R-5.
 5. *The community or area, as defined by the presiding body will derive benefits from the proposed amendment;*
Simply put this request allows some additional choices on an existing neighborhood without changing the density. This area will derive benefits from the proposed rezone by adding additional enjoyment to their property and increasing their property values.
This property is identified by the applicant as suitable for this development. To the applicant's knowledge, no other reasonable site is available.
hence it MEETS this requirement.
- F. Development Schedule and Phasing is not applicable for this application.

ATTACHMENT "A"



LOCATION MAP

December 24, 2019

VIA: US MAIL

To: Adjacent Property Owners

RE: Rezone Application

703 Caleb Street, Grand Junction, CO
81505

Dear Land Owner:

The above referenced property is subject to a pending Rezone Application to change the zoning to R-5 on the property located at 703 Caleb Street, Grand Junction, CO 81505. The subdivision in which the subject property is located is currently zoned R-4 (residential-4 dwelling units per acre). Pursuant to Section 21.02.080 of the Zoning and Development Code, a Neighborhood meeting must be held. The meeting will be held at 5:30 pm on Friday, January 10th, 2020, at 703 Caleb Street, Grand Junction, CO 81505.

The neighborhood is encouraged to join us, to review and allow us to address any questions that you may have. If you require any additional information prior to the meeting, please do not hesitate to contact me at 970-640-6913.

Thank you,

Kim Kerk, PM

Kim Kerk, Land Consulting & Development, LLC

January 10, 2020 at 6:00pm

Neighborhood Meeting Minutes

Caleb St Rezone

A neighborhood meeting was held on January 10, 2020 at 702 Caleb St. There were 11 people including myself and Jace Hochwalt, planner City of GJ.

The Pros and Cons were a large part of the discussion.

Questions:

1. Will multi-family units be allowed with the R-5 zoning on this subdivision?

Jace Hochwalt assured the neighbors that even though an R-5 zoning allows multi-family units, the lots do not meet the minimum size requirements needed to build multi-family units. Jace also informed them that an Accessory Dwelling Unit is allowed under the current zoning of R-4 and would still be allowed in the R-5 zone district.

Kim Kerk also informed the neighbors that they could restrict building to only allow single-family homes in Arcadia North by amending their existing covenants to state that. The neighbors discussed at length the format required to hold an HOA meeting and the voting process to amend their CC&Rs.

2. Will property taxes increase with a rezone from R-4 to R-5?

Taxes are not based on zoning, they are based on land use, Residential, Commercial, Agricultural and Industrial.

3. Neighbors asked if they could attend Planning Commission and City Council meetings?

Jace said yes and you will receive a post card notifying you of the dates of the hearings.

4. What will actually change in our subdivision if we rezone to R-5?

The only change that will affect your subdivision will be the setbacks reduced from 25' to 15'.

Jace provided the chart that shows the comparison of R-4 and R-5 requirements.

Jace reiterated the multi-family requirements cannot be met on the lot sizes in Arcadia North.

Kim Kerk gave the neighbors her business card, a Development Application and the Statement of Authority forms. The original forms were to be returned to Kim Kerk by mail or dropped off.

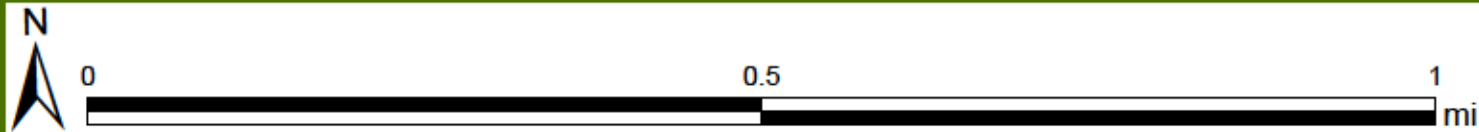
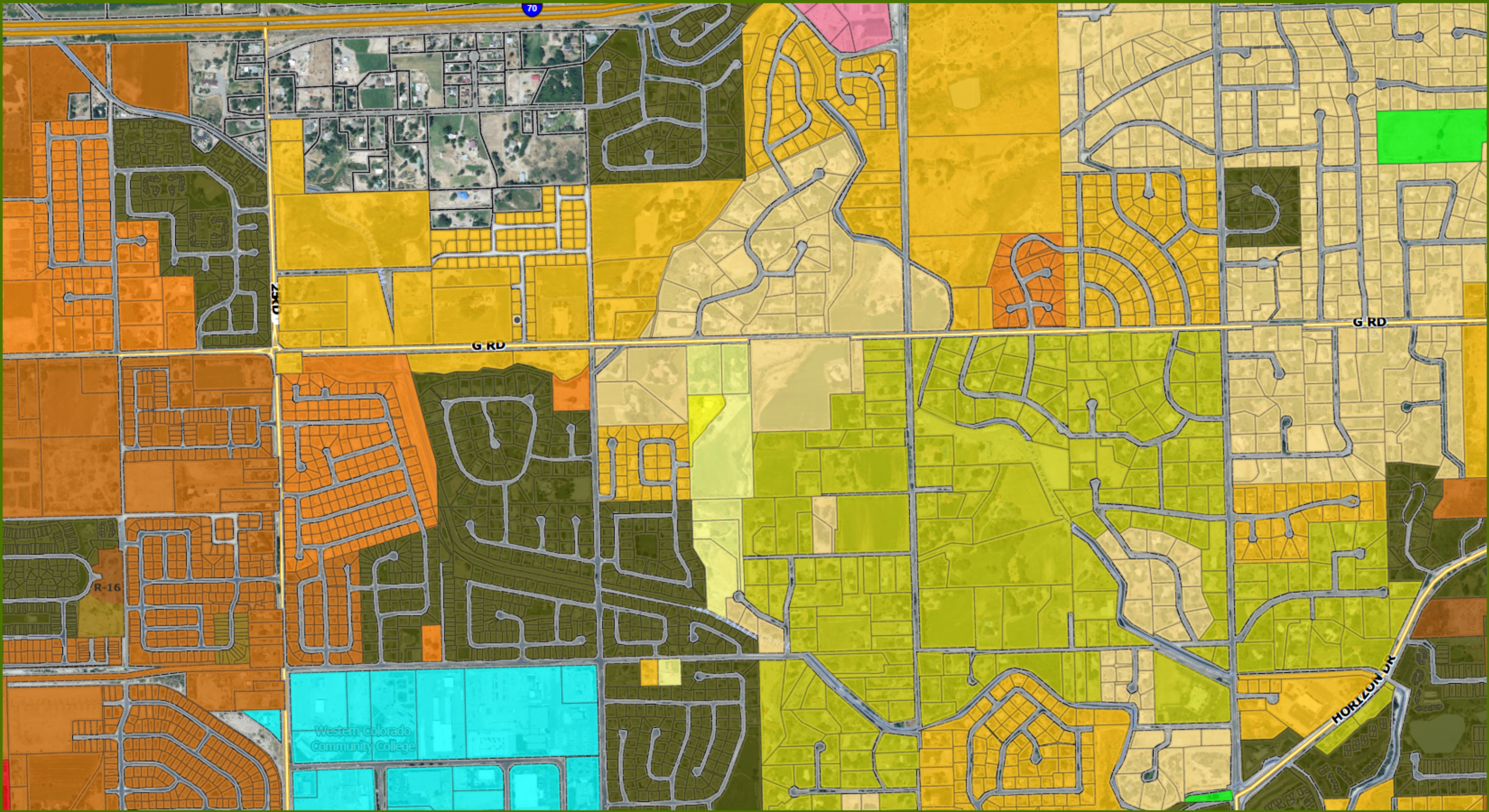
Meeting was adjourned at 7:20.

703 Caleb St - Development Application

Neighborhood Meeting Sign In

[illegible]

Area Zoning 703 Caleb St



Printed: 2/21/2020
1 inch equals 752 feet
Scale: 1:9,028

Future Land Use



City of Grand Junction



0 0.05 0.1
mi

Printed: 2/25/2020
1 inch equals 188 feet
Scale: 1:2,257

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation Single Family Land

Existing Zoning RSF-4

Proposed Land Use Designation Single Family Land

Proposed Zoning RSF-5

Property Information

Site Location: 700 Caleb St.

Site Acreage: .19

Site Tax No(s): 2701-343-29-001

Site Zoning: RSF-4

Project Description: 703 Caleb Street Rezone

Property Owner Information

Applicant Information

Representative Information

Name: William A. Garrison
Mary Lue Garrison

Name: William & Mary Garrison

Name: Kim Kerk

Street Address: 700 Caleb Street

Street Address: 700 Caleb Street

Street Address: 529 25 1/2 Rd, B-108

City/State/Zip: GJ, CO 81505

City/State/Zip: GJ, CO 81505

City/State/Zip: GJ, CO 81505

Business Phone #:

Business Phone #:

Business Phone #: 970-640-6913

E-Mail: mbgarrison@brennan.net

E-Mail: SAME

E-Mail: kimk355@outlook.com

Fax #:

Fax #:

Fax #:

Contact Person: Kim Kerk

Contact Person: Kim Kerk

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Contact Phone #: 970-640-6913

Contact Phone #: 970-640-6913

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application

Kim Kerk

Date 01-17-20

Signature of Legal Property Owner

William A. Garrison, Mary Lue Garrison

Date 05-18-20

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) William A Garrison Mary Lee Garrison, am the owner of the following real property:

(b)

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☒ I am the sole owner of the property.

☐ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) REZONE pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) _____

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: William A Garrison Mary Lee Garrison

Printed name of owner: William and Mary Garrison

State of COLORADO)

County of MESA) ss.

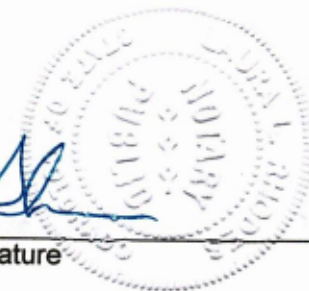
Subscribed and sworn to before me on this 18th day of May, 20 20

by Laura Rhodes LAURA L. RHODES

Witness my hand and seal.

My Notary Commission expires on 5-18-2022

Laura Rhodes
Notary Public Signature



Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation Residential

Existing Zoning R-4

Proposed Land Use Designation Residential

Proposed Zoning R-5

Property Information

Site Location: 701 Caleb St

Site Acreage: .18

Site Tax No(s): 2701-343-30-001

Site Zoning: R-4

Project Description: Rezone Request

Property Owner Information

Name: Robert & Deana Pietro

Street Address: 701 Caleb St

City/State/Zip: Grand Jct., CO 81505

Business Phone #:

E-Mail:

Fax #:

Contact Person: Robert Pietro

Contact Phone #:

Applicant Information

Name: Robert & Deana Pietro

Street Address: 701 Caleb St

City/State/Zip: Grand Jct., CO 81505

Business Phone #:

E-Mail:

Fax #:

Contact Person: Robert Pietro

Contact Phone #:

Representative Information

Name: Kerk Land Cons. & Dev.

Street Address: 529 25 1/2 Rd. B108

City/State/Zip: Grand Jct., CO 81505

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application

Robert + Deana Pietro

Date 05/18/2020

Signature of Legal Property Owner

Robert Duto
Kana Duto

Date 05/18/2020

OWNERSHIP STATEMENT - NATURAL PERSON

Print Form

I, (a) Robert and Deana Pietro, am the owner of the following real property:

(b) 701 Caleb St.
Grand Junction, CO 81505

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☒ I am the sole owner of the property.

☐ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) Caleb St. Rezone pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) none

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed:

Robert Pietro Deana Pietro

Printed name of owner: Robert and Deana Pietro

State of Colorado

County of Mesa

)

) ss.

Subscribed and sworn to before me on this 18th day of May, 20 20

by Laura L. Rhodes

Witness my hand and seal.

My Notary Commission expires on

5-18-2022

Laura L. Rhodes
Notary Public Signature

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation Single Family Land

Existing Zoning RSF-4

Proposed Land Use Designation Single Family Land

Proposed Zoning RSF-5

Property Information

Site Location: 702 Caleb St.

Site Acreage: 0.7 acres

Site Tax No(s): 2701-343-21-002

Site Zoning: RSF-4

Project Description: 703 Caleb Street Rezone

Property Owner Information

Name: LYNDEN BARBARA BENNETT

Street Address: 702 Caleb Street

City/State/Zip: GJ, CO 81505

Business Phone #:

E-Mail: findtruth2016@gmail.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Applicant Information

Name: Jana Franklin

Street Address: 703 Caleb Street

City/State/Zip: GJ, CO 81505

Business Phone #: 970-234-1351

E-Mail: janafranklin@yahoo.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Representative Information

Name: Kim Kerk

Street Address: 529 25 1/2 Rd, B-108

City/State/Zip: GJ, CO 81505

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application

Kim Kerk

Date 01-17-20

Signature of Legal Property Owner

Barbara Bennett

Date 01-28-20

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) LYNDEE B BENNETT, am the owner of the following real property:

(b) BARBARA J. BENNETT

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☒ I am the sole owner of the property.

☐ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) RE ZONE TO R-5 pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) NO CONFLICTS

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed:

Printed name of owner:

LYNDEE B BENNETT (and) BARBARA J BENNETT

State of

COLORADO

County of

MELA

) ss.

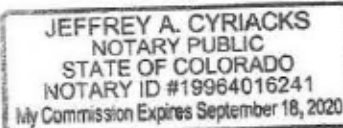
Subscribed and sworn to before me on this 28 day of January, 20 20

by LYNDEE B. BENNETT & BARBARA J. BENNETT

Witness my hand and seal.

My Notary Commission expires on

9/18/2020



[Signature]
Notary Public Signature

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For:

Please fill in blanks below ***only*** for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

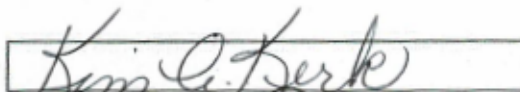
Contact Person:

Contact Phone #:

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

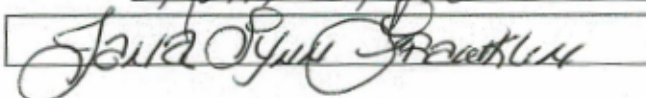
Signature of Person Completing the Application



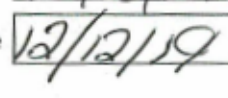
Date



Signature of Legal Property Owner



Date



OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Jana Franklin, am the owner of the following real property:

(b) 703 Caleb Street, Grand Junction, CO 81505

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☒ I am the sole owner of the property.

☐ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) Rezone pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) n/a

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: Jana Franklin

Printed name of owner: Jana Franklin

State of Colorado

County of Mesa

) ss.

Subscribed and sworn to before me on this

12th

day of

December

, 20

19

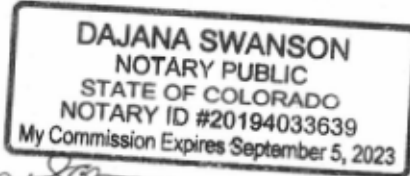
by

Jana Franklin

Witness my hand and seal.

My Notary Commission expires on

SEPT. 5, 2023



[Signature]
Notary Public Signature

Development Application

We, the undersigned, being the owner/s of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below **only** for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation Single Family Land

Existing Zoning RSF-4

Proposed Land Use Designation Single Family Land

Proposed Zoning RSF-5

Property Information

Site Location: 704 Caleb Street

Site Acreage: .19 acres

Site Tax No(s): 2701-343-29-003

Site Zoning: RSF-4

Project Description: 703 Caleb Street Rezone

Property Owner Information

Name: Gary & Krisandra Riegel

Street Address: 704 Caleb Street

City/State/Zip: GJ, CO 81505

Business Phone #:

E-Mail: riegelk@icloud.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Applicant Information

Name: Jana Franklin

Street Address: 703 Caleb Street

City/State/Zip: GJ, CO 81505

Business Phone #: 970-234-1351

E-Mail: janafranklin@yahoo.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Representative Information

Name: Kim Kerk

Street Address: 529 25 1/2 Rd, B-108

City/State/Zip: GJ, CO 81505

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application

Kim Kerk

Date 01-17-20

Signature of Legal Property Owner

Krisandra Riegel

Date 2-6-20

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Gary L Riegel, am the owner of the following real property:

- (b) LOT 3 BLK 1 ARCADIA NORTH SUB SEC 34 1N 1W & AN UNDIV INT IN TRACT A BLK 1 AND TRACT B BLK 2 - 0.20AC
Parcel Number 2701-343-29-003

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☐ I am the sole owner of the property.

☒ I own the property with other(s). The other owners of the property are (c):


Krisandra L Riegel

I have reviewed the application for the (d) rezoning pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: 

Printed name of owner: Gary L Riegel

State of Colorado)

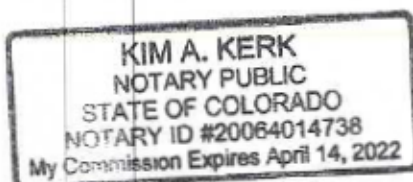
County of Mesa) ss.

Subscribed and sworn to before me on this 6th day of February, 20 20

by GARY L. RIEGEL

Witness my hand and seal.

My Notary Commission expires on April 14, 2022




Notary Public Signature

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Krisandra L Riegel, am the owner of the following real property:

(b) LOT 3 BLK 1 ARCADIA NORTH SUB SEC 34 1N 1W & AN UNDIV INT IN TRACT A BLK 1 AND TRACT B BLK 2 - 0.20AC
Parcel Number 2701-343-29-003

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☐ I am the sole owner of the property.

☒ I own the property with other(s). The other owners of the property are (c):

Gary L Riegel

I have reviewed the application for the (d) rezoning pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: Krisandra L Riegel

Printed name of owner: Krisandra L Riegel

State of Colorado)

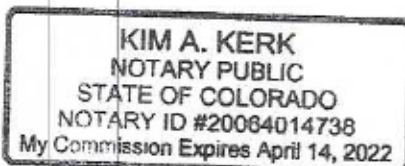
County of Mesa) ss.

Subscribed and sworn to before me on this 6th day of February, 20 20

by KRISANDRA L RIEGEL

Witness my hand and seal.

My Notary Commission expires on April 14, 2022



Kim A. Kerk
Notary Public Signature

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below **only** for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation Single Family Land

Existing Zoning RSF-4

Proposed Land Use Designation Single Family Land

Proposed Zoning RSF-5

Property Information

Site Location: 705 Caleb St.

Site Acreage: .19 Ac

Site Tax No(s): 2701-343-30003

Site Zoning: RSF-4

Project Description: 703 Caleb Street Rezone

Property Owner Information

Name: Amanda J Jacobson

Street Address: Caleb Street

City/State/Zip: GJ, CO 81505

Business Phone #: 970-201-7748

E-Mail: amanda.jacobson@msn.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Applicant Information

Name: Jana Franklin

Street Address: 703 Caleb Street

City/State/Zip: GJ, CO 81505

Business Phone #: 970-234-1351

E-Mail: janafranklin@yahoo.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Representative Information

Name: Kim Kerk

Street Address: 529 25 1/2 Rd, B-108

City/State/Zip: GJ, CO 81505

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application

Kim Kerk

Date

01-17-20

Signature of Legal Property Owner

Amanda J Jacobson

Date

2-4-20

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Amanda J Jacobson, am the owner of the following real property:

(b) 705 Caleb Street, Grand Junction CO 81505
Lot 3 in
Block 2 of Arcadia North Subdivision

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☒ I am the sole owner of the property.

☐ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) Rezoning pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed:

Amanda J Jacobson

Printed name of owner: Amanda J Jacobson

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 4th day of February, 2020
by Amanda J. Jacobson

Witness my hand and seal.

My Notary Commission expires on

04/14/2022

Kimberly Kersh
Notary Public Signature

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation Single Family Land

Existing Zoning RSF-4

Proposed Land Use Designation Single Family Land

Proposed Zoning RSF-5

Property Information

Site Location: 706 Caleb St.

Site Acreage: .198 AC

Site Tax No(s): 2701-343-29-004

Site Zoning: RSF-4

Project Description: 703 Caleb Street Rezone

Property Owner Information

Name: James Peterson, III

Street Address: 706 Caleb Street

City/State/Zip: GJ, CO 81505

Business Phone #:

E-Mail:

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Applicant Information

Name: Jana Franklin

Street Address: 703 Caleb Street

City/State/Zip: GJ, CO 81505

Business Phone #: 970-234-1351

E-Mail: janafranklin@yahoo.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Representative Information

Name: Kim Kerk

Street Address: 529 25 1/2 Rd, B-108

City/State/Zip: GJ, CO 81505

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application

Kim Kerk

Date

01-17-20

Signature of Legal Property Owner

James Peterson

Date

2/12/20

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) James Peterson, III, am the owner of the following real property:

(b) 706 Caleb St Grand Junction, CO 81505

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☒ I am the sole owner of the property.

☐ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) Rezone pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed:



Printed name of owner: James Peterson, III

State of

Colorado

County of

Mesa

) ss.

Subscribed and sworn to before me on this

12th

day of

February

, 20

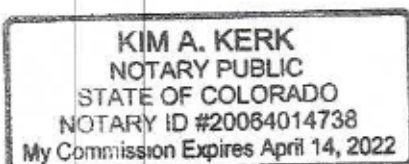
20

by James Peterson, III

Witness my hand and seal.

My Notary Commission expires on

04/14/2022




Notary Public Signature

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezoning

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation Single Family Land

Existing Zoning RSF-4

Proposed Land Use Designation Single Family Land

Proposed Zoning RSF-5

Property Information

Site Location: 707 Caleb St

Site Acreage: 0.18 acres

Site Tax No(s): 2701-343-29-004

Site Zoning: RSF-4

Project Description: 703 Caleb Street Rezone

Property Owner Information

Name: LAURA L. RHODES

Street Address: 707 Caleb Street

City/State/Zip: GJ, CO 81505

Business Phone #:

E-Mail: quilla930@gmail.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Applicant Information

Name: Jana Franklin

Street Address: 703 Caleb Street

City/State/Zip: GJ, CO 81505

Business Phone #: 970-234-1351

E-Mail: janafranklin@yahoo.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Representative Information

Name: Kim Kerk

Street Address: 529 25 1/2 Rd, B-108

City/State/Zip: GJ, CO 81505

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application

Kim Kerk

Date 01-17-20

Signature of Legal Property Owner

Laura Rhodes

Date 1-24-2020

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Laura Lea Rhodes, am the owner of the following real property:

(b) 709 Caleb St., Grand Junction, CO 81505
Parcel # 2701-343-29-004

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☒ I am the sole owner of the property.

☐ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) zoning change to R-5 pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) NONE

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: Laura W Rhodes

Printed name of owner: Laura Lea Rhodes

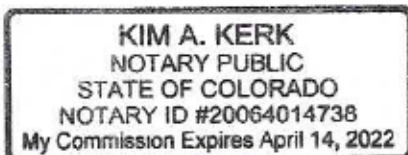
State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 27th day of January, 2020
by Laura Lea Rhodes

Witness my hand and seal.

My Notary Commission expires on 04/14/2022



Kim A. Kerk
Notary Public Signature

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location: 708 Caleb Street

Site Acreage: 0.23

Site Tax No(s): 2701-343-29-0025

Site Zoning: R-4

Project Description: Request a variance of a rear yard setback for a single family home.

Property Owner Information

Name: Travis & Alexis Brown

Street Address: 708 Caleb St

City/State/Zip: Grand Jct., CO 81505

Business Phone #:

E-Mail: travisbrown2537@gmail.com

Fax #:

Contact Person: Travis Brown

Contact Phone #: 970-234-1995

Applicant Information

Name: Travis & Alexis Brown

Street Address: 708 Caleb St

City/State/Zip: Grand Jct., CO 81505

Business Phone #:

E-Mail: same

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

Representative Information

Name: Kim Kerk Land Cons. & Dev.

Street Address: 529 25 1/2 Rd. B108

City/State/Zip: Grand Jct., CO 81505

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #:

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application Travis & Alexis Brown

Date 5/17/20

Signature of Legal Property Owner [Signature]

Date 5/17/20

I, (a) Travis and Alexis Brown, am the owner of the following real property:

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

I have reviewed the application for the (d) Caleb St. Rezone pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) none

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed:



Printed name of owner: Travis and Alexis Brown

)

) ss.

Subscribed and sworn to before me on this 17th day of May, 20 20

by LAURA L. RHODES

Witness my hand and seal.

Notary Public Signature





My commission Expires 5-18-2022

2/3

2322229 BK 4178 PG 496
06/12/2006 03:52 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$5.00 SurChg \$1.00
DocFee \$33.90

WARRANTY DEED

THIS DEED, Made this 7th day of June, 2006 between

Stremel Homes, LLC

of the County of Mesa and State of COLORADO, grantor, and

William A. Garrison and Mary Lue Garrison

whose legal address is ~~700 Caleb St., Grand Junction, CO 81506,~~

2500 Grand Ave # 303 Glenwood Spgs CO 81601

of the County of Mesa, State of Colorado, grantees:

WITNESS, That the grantor, for and in consideration of the sum of Three Hundred Thirty-Nine Thousand Dollars and NO/100's, (\$339,000.00),

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of COLORADO, described as follows:

33.90

Lot 1,
Block 1, Arcadia North Subdivision,

County of Mesa,
State of Colorado.

also known by street and number as 700 Caleb St., Grand Junction, CO 81506

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated May 4, 2006, between the parties..

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:

Stremel Homes, LLC

[Signature]
Stephen M. Stremel, as Manager

STATE OF COLORADO
COUNTY OF Mesa

} SS:

The foregoing instrument was acknowledged before me this 7th day of June, 2006 by Stephen M. Stremel, as Manager of Stremel Homes, LLC



Witness my hand
My Commission

[Signature]
Notary Public



10012699

After Recording Return to:
Robert Pietro
Deana Pietro
701 Caleb Street
Grand Junction, CO 81505

WARRANTY DEED

This Deed, made April 28, 2010

Between **Joan M. Anzelmo** of the County Mesa, State of COLORADO, grantor(s) and **Robert Pietro and Deana Pietro**, as Joint Tenants whose legal address is 701 Caleb Street, Grand Junction, CO 81505 County of Mesa, and State of COLORADO, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of **TWO HUNDRED FORTY-ONE THOUSAND AND 00/100 DOLLARS (\$241,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, State of COLORADO described as follows:

Lot 1 in Block 2 of
Arcadia North Subdivision.

County of Mesa, State of Colorado

also known by street and number as **701 Caleb Street, Grand Junction, CO 81505**

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 (Title Review) of the contract dated March 31, 2010, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLER:


Joan M. Anzelmo

STATE OF COLORADO
COUNTY OF MESA

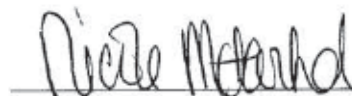
}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me April 28, 2010 by Joan M. Anzelmo.

Witness my hand and official seal.



My Commission Expires 12/02/2012


Notary Public

My Commission expires:

ESCROW NO. 460-H0272582-097-NMC

HTC

2/3



\$33.70

WARRANTY DEED

THIS DEED, Made this 23rd day of February, 2007 between

Stremel Homes, LLC

of the County of Mesa and State of COLORADO, grantor, and

Lynden Bruce Benoit and Barbara Jean Benoit

whose legal address is 702 Caleb ST, Grand Junction, CO 81505,

of the County of Mesa, State of Colorado, grantees:

WITNESS, That the grantor, for and in consideration of the sum of Three Hundred Thirty-Seven Thousand Dollars and NO/100's, (\$337,000.00),

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of COLORADO, described as follows:

Lot 2,
Block 1, Arcadia North Subdivision,

County of Mesa,
State of Colorado.

also known by street and number as 702 Caleb ST, Grand Junction, CO 81505

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated February 2, 2007, between the parties..

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:

Stremel Homes, LLC

Stephen M. Stremel, as Manager

STATE OF COLORADO
COUNTY OF Mesa

} ss:

The foregoing instrument was acknowledged before me this 23rd day of February, 2007 by Stephen M. Stremel, as Manager of Stremel Homes, LLC

Notary Public

Witness my hand and official seal
My Commission Expires



My Commission Expires 04/26/2009
County of Mesa

WARRANTY DEED

THIS DEED, made this February 10, 2011, between DEAN H. VANGUNDY, whose address is 645 4th Avenue, Grand Junction, County of Mesa, State of Colorado, grantor, and Jana L. Franklin, whose legal address is 703 Caleb Street, Grand Junction, CO 81506, grantee:

WITNESSETH, that the grantor, for and in consideration of the sum of TEN and no/100 DOLLARS, and other good and valuable consideration, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the grantee and her heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Mesa, State of Colorado, described as follows:

Lot 2, Block 2, Arcadia North Subdivision, County of Mesa, State of Colorado

also known by street and number as: 703 Caleb Street, Grand Junction, CO 81506.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee and her heirs and assigns forever. The grantor, for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee and her heirs and assigns, against all and every person or persons claiming the whole or any part thereof, except subject to covenants, easements and restrictions of record, and subject to general property taxes for the year in which this deed was executed.


IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.


DEAN H. VANGUNDY

STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was acknowledged before me by DEAN H. VANGUNDY on February 10, 2011.




NOTARY PUBLIC
My Commission expires: October 31, 2013

2/4

2330794 BK 4216 PG 569
08/02/2006 10:50 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$5.00 SurChg \$1.00
DocFee \$34.99

WARRANTY DEED

THIS DEED, Made this 27th day of July, 2006 between
Stremel Homes, LLC
of the County of Mesa and State of COLORADO, grantor, and
Gary L. Riegel and Krisandra L. Riegel
whose legal address is 704 Caleb Street, Grand Junction, CO 81506,
of the County of Mesa, State of Colorado, grantees;

WITNESS, That the grantor, for and in consideration of the sum of ~~Three Hundred Forty Nine Thousand~~
~~Three Hundred Forty Nine Thousand and 00/100 (\$349,900.00)~~ **Three Hundred Forty Nine Thousand**
Nine Hundred and 00/100 (\$349,900.00)
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and
conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees,
their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real
property together with improvements, if any, situate, lying and being in the County of Mesa, and
State of COLORADO, described as follows:

Lot 3,
Block 1, Arcadia North Subdivision,

County of Mesa,
State of Colorado.

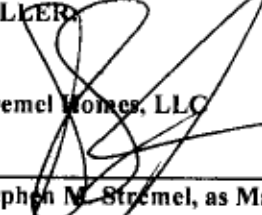
also known by street and number as 704 Caleb Street, Grand Junction, CO 81506

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging,
or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents,
issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of
the grantor, either in law or equity, of, in and to the above bargained premises, with the
hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the
appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his
heirs and personal representatives, does covenant, grant, bargain and agree to and with the
grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he
is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible
estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to
grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are
free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments
for the current year, a lien but not yet due or payable, and those specific Exceptions described by
reference to recorded documents as reflected in the Title Documents accepted by Buyer in
accordance with section 8a "Title Review", of the contract dated June 30, 2006, between the
parties..

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained
premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all
and every person or persons lawfully claiming the whole or any part thereof.
The singular number shall include the plural, the plural the singular, and the use of any gender
shall be applicable to all genders.


IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER

Stremel Homes, LLC

Stephen M. Stremel, as Manager

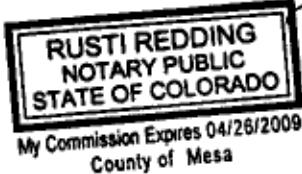
STATE OF COLORADO
COUNTY OF Mesa

The foregoing instrument was acknowledged before me this 27th day of July, 2006 by Stephen
M. Stremel, as Manager of Stremel Homes, LLC

} SS:


Notary Public

Witness my hand and official seal.
My Commission expires:



34.70
U0014652
UTC

2/3

UTC
COLORADO
0022483

33.90

WARRANTY DEED

THIS DEED, Made this 23rd day of February, 2007 between

Stremel Homes, LLC

of the County of Mesa, State of Colorado, grantor and

Amanda J. Jacobson

whose legal address is: 705 Caleb Street, Grand Junction, CO 81505,

of the County of Mesa, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Three Hundred Thirty-Nine Thousand Dollars and NO/100's (\$339,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of COLORADO, described as follows:

Lot 3 in
Block 2 of
ARCADIA NORTH SUBDIVISION,

Mesa County,
State of Colorado.

also known by street and number as 705 Caleb Street, Grand Junction, CO 81505

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated January 20, 2007, between the parties.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:

Stremel Homes, LLC

Stephen M. Stremel, as Manager

STATE OF COLORADO
COUNTY OF Mesa

} SS:

The foregoing instrument was acknowledged before me this 23rd day of February, 2007 by
Stephen M. Stremel, as Manager of Stremel Homes, LLC

Witness my hand and official seal
My Commission expires:

K. VANDERHOOFVEN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 06/23/2010

WARRANTY DEED

2293338 BK 4062 PG 717
 12/21/2005 12:07 PM
 Janice Ward CLK&REC Mesa County, CO
 RecFee \$5.00 SurChg \$1.00
 DocFee \$34.50

THIS DEED, Made this December 15, 2005 between

Stremel Homes, LLC

of the County of Mesa, State of Colorado, grantor and

James E. Peterson III

whose legal address is: 706 Caleb Street, Grand Junction, CO 81505

of the County of Mesa, State of Colorado, grantee(s).

WITNESSETH, That the grantor for and in consideration of the sum of THREE HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$345,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of COLORADO, described as follows::

Lot 4,
 Block 1, Arcadia North,

County of Mesa,
 State of Colorado.

also known by street and number as 706 Caleb Street, Grand Junction, CO 81505

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature so ever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated November 11, 2005, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:

Stremel Homes, LLC

Stephen M. Stremel, as Manager

STATE OF COLORADO
 COUNTY OF Mesa

} SS:

The foregoing instrument was acknowledged before me this December 15, 2005, by Stephen M. Stremel, as Manager of Stremel Homes, LLC

Witness my Hand and Official Seal
 My Commission expires:

Notary Public



MAR-27-2007 TUE 04:33 PM

FAX NO.

P. 02

2/2
WARRANTY DEED

THIS DEED, Made this 28th day of March, 2007 between

Stremel Homes, LLC

of the County of Mesa, State of Colorado, grantor and

Laura Lea Rhodes

whose legal address is: 707 Caleb St., Grand Junction, CO 81505,

of the County of Mesa, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Three Hundred Thirty-Nine Thousand Dollars and NO/100's (\$339,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of COLORADO, described as follows:

Lot 4 in
Block 2 of
ARCADIA NORTH SUBDIVISION,

Mesa County,
State of Colorado.

also known by street and number as 707 Caleb St., Grand Junction, CO 81505

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said promises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated February 23, 2007, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:

Stremel Homes, LLC

Stephen M. Stremel, as Manager

STATE OF COLORADO
COUNTY OF Mesa

} ss:

The foregoing instrument was acknowledged before me this 28th day of March, 2007 by Stephen M. Stremel, as Manager of Stremel Homes, LLC

Notary Public

Witness my hand and official seal.
My Commission expires:

WDPHOTO



My Commission Expires 04/26/2009
County of Mesa

File No. 10023931
Warranty Deed (For Photographic Record)

RECEPTION#: 2920989, at 4/16/2020 3:38:27 PM, 1 of 1

Recording: \$13.00, Doc Fee \$42.00 Tina Peters, Mesa County, CO. CLERK AND RECORDER



State Documentary Fee
Date: April 16, 2020
\$42.00

General Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **RICHARD A. HENDERSON AND DEBRA J. HENDERSON**, whose street address is **708 CALEB STREET, GRAND JUNCTION, CO 81505**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$420,000.00) ***Four Hundred Twenty Thousand and 00/100 ***** dollars, in hand paid, hereby sell(s) and convey(s) to **TRAVIS BROWN AND ALEXIS BROWN**, as Joint Tenants whose street address is **708 CALEB STREET, GRAND JUNCTION, CO 81505**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

LOT 5 IN BLOCK 1 OF ARCADIA NORTH SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: **708 CALEB STREET, GRAND JUNCTION, CO 81505**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **April 16, 2020**.

RICHARD A. HENDERSON

DEBRA J. HENDERSON

State of **Colorado**

)

County of **MESA**

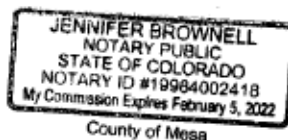
)ss.

The foregoing instrument was acknowledged before me on this day of **April 16th, 2020** by **RICHARD A. HENDERSON AND DEBRA J. HENDERSON**

Witness my hand and official seal

My Commission expires: 5/5/22

Notary Public



When recorded return to: **TRAVIS BROWN AND ALEXIS BROWN**
708 CALEB STREET, GRAND JUNCTION, CO 81505



Jace Hochwalt

From: Jace Hochwalt
Sent: Wednesday, June 3, 2020 12:49 PM
To: Susan
Subject: RE: Caleb Street Rezone - 709 Caleb Street

Susan,

I appreciate your response and don't hesitate to reach out if you have any further questions.

Thank you,

Jace Hochwalt, AICP
Associate Planner
City of Grand Junction
Phone: 970-256-4008

City Hall is currently closed to the public on Tuesdays and Thursdays. City Hall will be open on Mondays, Wednesdays, and Fridays, however, we encourage you to conduct business online, by phone or by appointment as possible. I will be available by email and phone during regular work hours.

From: Susan <sspaur@cox.net>
Sent: Tuesday, June 2, 2020 6:17 PM
To: Jace Hochwalt <jaceh@gjcity.org>
Subject: RE: Caleb Street Rezone - 709 Caleb Street

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

We understand the city's position, Jace.

I appreciate your time and prompt responses.

Susan

Susan M. Spaur, CPA
Member/Manager
Spaur Financial Services, LLC
PO Box 12408
Tempe, AZ 85284
Phone: 480-785-7185
Fax: 480-940-9154

This communication is intended solely for the person to whom it is addressed; no one else should rely on the tax advice provided herein. The person to whom this advice is addressed is under no obligation to keep the advice or matters related to the advice confidential.

This message (including any attachments) is confidential and intended for a specific individual and purpose. If you are not the intended recipient, please notify the sender immediately by replying to this message and destroy all copies of this message and any attachments. Further, if you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution of this message, or the taking of any action based on it is strictly prohibited. Thank You!

From: Jace Hochwalt [<mailto:jaceh@gjcity.org>]
Sent: Tuesday, June 2, 2020 3:37 PM
To: Susan <sspaur@cox.net>
Subject: RE: Caleb Street Rezone - 709 Caleb Street

Hello again Susan,

I am just following up on the email I sent out to you last Thursday (which is below). As I indicated in my first email correspondence, we are moving forward with a rezone of the entire Arcadia North Subdivision, which is inclusive of the property at 709 Caleb Street. This proposal is scheduled for Planning Commission hearing on Tuesday, June 9th and City Council hearing on Wednesday, July 1st. Did you have any follow-up questions, concerns, or opposition to this proposal after the explanation I gave? Please let me know if you have any further thoughts on the proposal.

Thank you,

Jace Hochwalt, AICP
Associate Planner
City of Grand Junction
Phone: 970-256-4008

Due to the Governor's Stay at Home order, City Hall will be closed to the public until further notice. I will be available by email during regular work hours, and phone on Mondays, Tuesdays, and Thursdays.

From: Jace Hochwalt
Sent: Thursday, May 28, 2020 5:14 PM
To: Susan <sspaur@cox.net>
Subject: RE: Caleb Street Rezone - 709 Caleb Street

Hi Susan,

It is Mr. Hochwalt but I appreciate you checking. I attempted to call the phone number in your signature line (480-940-7185) but just got your answering machine so will just respond to this email. The R-4 zone district allows for single-family and duplex housing uses, whereas the R-5 zone district allows for single, duplex, and multi-family housing. With that said, there are certain density standards that need to be met for duplex and multi-family to even be an option. All lots in the Arcadia North Subdivision are too small to accommodate any multi-family use (or duplex for that matter). For a 3-unit apartment complex in the R-5 zone district, the lot size would need to equate to approximately ½ an acre. All lots within the Arcadia North Subdivision are less than ¼ an acre. The only way multi-family can be accommodated is if a few (or several) of the property owners demolished the existing homes, consolidated lots, and built a small apartment.

While the City does not regulate or enforce private HOA CC&R's, it did sound like Jana and the property owners were planning to revise the CC&R's to make sure there would be no multi-family or duplex uses allowed. I would ask that you talk with Jana (or the other property owners) directly to confirm that.

From the staff perspective, only 6 of the 10 property owners originally submitted for a rezone. As such, we moved forward with the rezone of just those six to R-5, and the other four lots would retain the R-4 designation. However, over the course of the last week, three more owners have submitted as well. As such, we feel that it is in the public's interest

to rezone the entire 10-lot subdivision to keep things consistent, and not leave one lot out of the mix. Hopefully this clarifies things a bit for you, but I am happy to answer any follow-up questions you may have.

Thank you,

Jace Hochwalt, AICP
Associate Planner
City of Grand Junction
Phone: 970-256-4008

Due to the Governor's Stay at Home order, City Hall will be closed to the public until further notice. I will be available by email during regular work hours, and phone on Mondays, Tuesdays, and Thursdays.

From: Susan <sspaur@cox.net>
Sent: Thursday, May 28, 2020 4:08 PM
To: Jace Hochwalt <jaceh@gjcity.org>
Subject: RE: Caleb Street Rezone - 709 Caleb Street

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Mr/Ms Hochwalt (My apologies I am unsure how to address you),

Thank you for your information. The biggest concern we had was from the information I read showing that the R-5 allows for multi-family housing. According to Jana Franklin, if I am understanding correctly, something is to be done through the homeowner association CC&Rs to prevent that.

I am hearing impaired and getting a lot of information third hand and was originally given a very tight deadline for a decision and notarized paperwork. So I am a little confused.

If there is any more clarity you can provide to the multi-family housing issue, I would appreciate it.

Susan

Susan M. Spaur, CPA
Member/Manager
Spaur Financial Services, LLC
PO Box 12408
Tempe, AZ 85284
Phone: 480-785-7185
Fax: 480-940-9154

This communication is intended solely for the person to whom it is addressed; no one else should rely on the tax advice provided herein. The person to whom this advice is addressed is under no obligation to keep the advice or matters related to the advice confidential.

This message (including any attachments) is confidential and intended for a specific individual and purpose. If you are not the intended recipient, please notify the sender immediately by replying to this message and destroy all copies of this message and any attachments. Further, if you are not the

intended recipient, you are hereby notified that any disclosure, copying, distribution of this message, or the taking of any action based on it is strictly prohibited. Thank You!

From: Jace Hochwalt [<mailto:jaceh@gcity.org>]
Sent: Thursday, May 28, 2020 2:37 PM
To: sspaur@cox.net
Subject: Caleb Street Rezone - 709 Caleb Street

Good afternoon Susan,

My name is Jace Hochwalt and I am a Planner with the City of Grand Junction Community Development Department. I have been in discussions with Jana Franklin who is the owner of the property at 703 Caleb Street in Grand Junction, Colorado. Jana, along with eight other property owners in the Arcadia North Subdivision have decided to apply for a rezone to their properties. The rezone would be from R-4 to R-5. These are both residential zones, and I would be happy to go over the major differences between the zone districts with you if you would like. With that said, the primary reason for the rezone is to allow for a smaller rear yard setback (15 feet instead of 25 feet). This provides the flexibility to property owners of adding an addition to their homes in the future.

Generally we would require an application to be filled out from any property owner (or Power of Attorney) that wants to rezone their property. Based on discussion with Jana Franklin, Paul Marchionda is the owner of the property at 709 Caleb Street, and Jana informed me that you are his Power of Attorney. However, it is my understanding that you do not live in the Grand Junction area and do not intend to fill out a development application for a rezone of the property at 709 Caleb Street. Because 9 of the 10 owners on Caleb Street in the Arcadia North Subdivision have filled out an application to rezone their properties, we feel from a staff level that it is appropriate to rezone the entire subdivision, inclusive of the property at 709 Caleb Street. This would provide for consistency across the subdivision, and we feel it best for the general public to proceed in this manner. If you have any objections to this rezone, or would like more information on what it entails, please reach out to me. The rezone hearing is scheduled for Planning Commission on June 9th, with a City Council hearing date of July 1st. It would be greatly appreciated if you could acknowledge that you have received this email so I can include it in the project file.

Thank you for your time,

Jace Hochwalt, AICP
Associate Planner
City of Grand Junction
Phone: 970-256-4008

Due to the Governor's Stay at Home order, City Hall will be closed to the public until further notice. I will be available by email during regular work hours, and phone on Mondays, Tuesdays, and Thursdays.

703 Caleb St - Development Application

Neighborhood Meeting Sign In

[illegible]

Kim Kerk, Land Consulting & Development, LLC

January 10, 2020 at 6:00pm

Neighborhood Meeting Minutes

Caleb St Rezone

A neighborhood meeting was held on January 10, 2020 at 702 Caleb St. There were 11 people including myself and Jace Hochwalt, planner City of GJ.

The Pros and Cons were a large part of the discussion.

Questions:

1. Will multi-family units be allowed with the R-5 zoning on this subdivision?

Jace Hochwalt assured the neighbors that even though an R-5 zoning allows multi-family units, the lots do not meet the minimum size requirements needed to build multi-family units. Jace also informed them that an Accessory Dwelling Unit is allowed under the current zoning of R-4 and would still be allowed in the R-5 zone district.

Kim Kerk also informed the neighbors that they could restrict building to only allow single-family homes in Arcadia North by amending their existing covenants to state that. The neighbors discussed at length the format required to hold an HOA meeting and the voting process to amend their CC&Rs.

2. Will property taxes increase with a rezone from R-4 to R-5?

Taxes are not based on zoning, they are based on land use, Residential, Commercial, Agricultural and Industrial.

3. Neighbors asked if they could attend Planning Commission and City Council meetings?

Jace said yes and you will receive a post card notifying you of the dates of the hearings.

4. What will actually change in our subdivision if we rezone to R-5?

The only change that will affect your subdivision will be the setbacks reduced from 25' to 15'.

Jace provided the chart that shows the comparison of R-4 and R-5 requirements.

Jace reiterated the multi-family requirements cannot be met on the lot sizes in Arcadia North.

Kim Kerk gave the neighbors her business card, a Development Application and the Statement of Authority forms. The original forms were to be returned to Kim Kerk by mail or dropped off.

Meeting was adjourned at 7:20.

Kim Kerk Land Consulting & Development, LLC
529 25 1/2 Rd. B 108 Grand Junction, CO 81505

December 24, 2019

VIA: US MAIL

To: Adjacent Property Owners

RE: Rezone Application

703 Caleb Street, Grand Junction, CO
81505

Dear Land Owner:

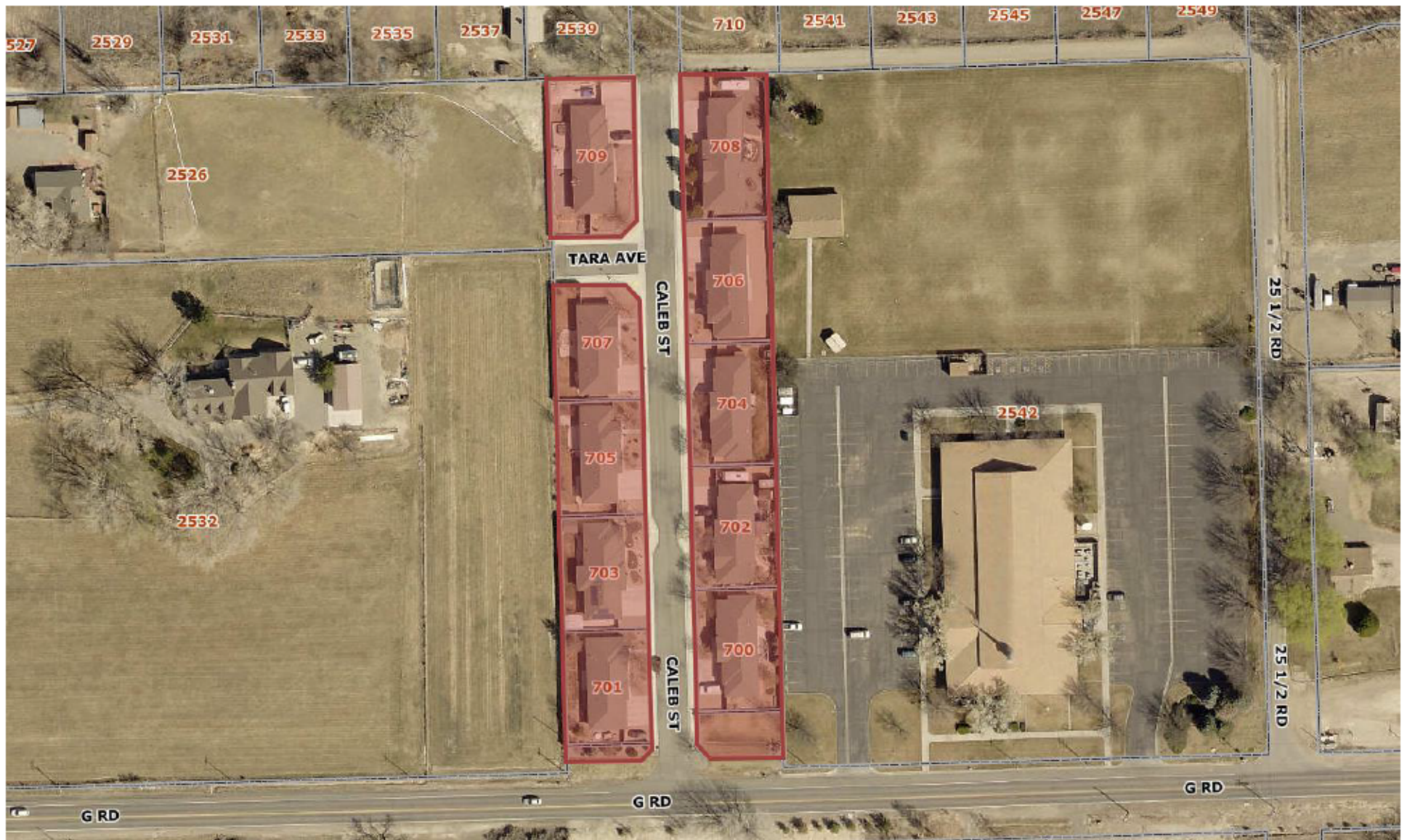
The above referenced property is subject to a pending Rezone Application to change the zoning to R-5 on the property located at 703 Caleb Street, Grand Junction, CO 81505. The subdivision in which the subject property is located is currently zoned R-4 (residential-4 dwelling units per acre). Pursuant to Section 21.02.080 of the Zoning and Development Code, a Neighborhood meeting must be held. The meeting will be held at 5:30 pm on Friday, January 10th, 2020, at 703 Caleb Street, Grand Junction, CO 81505.

The neighborhood is encouraged to join us, to review and allow us to address any questions that you may have. If you require any additional information prior to the meeting, please do not hesitate to contact me at 970-640-6913.

Thank you,

Kim Kerk, PM

Vicinity Map (Close In)



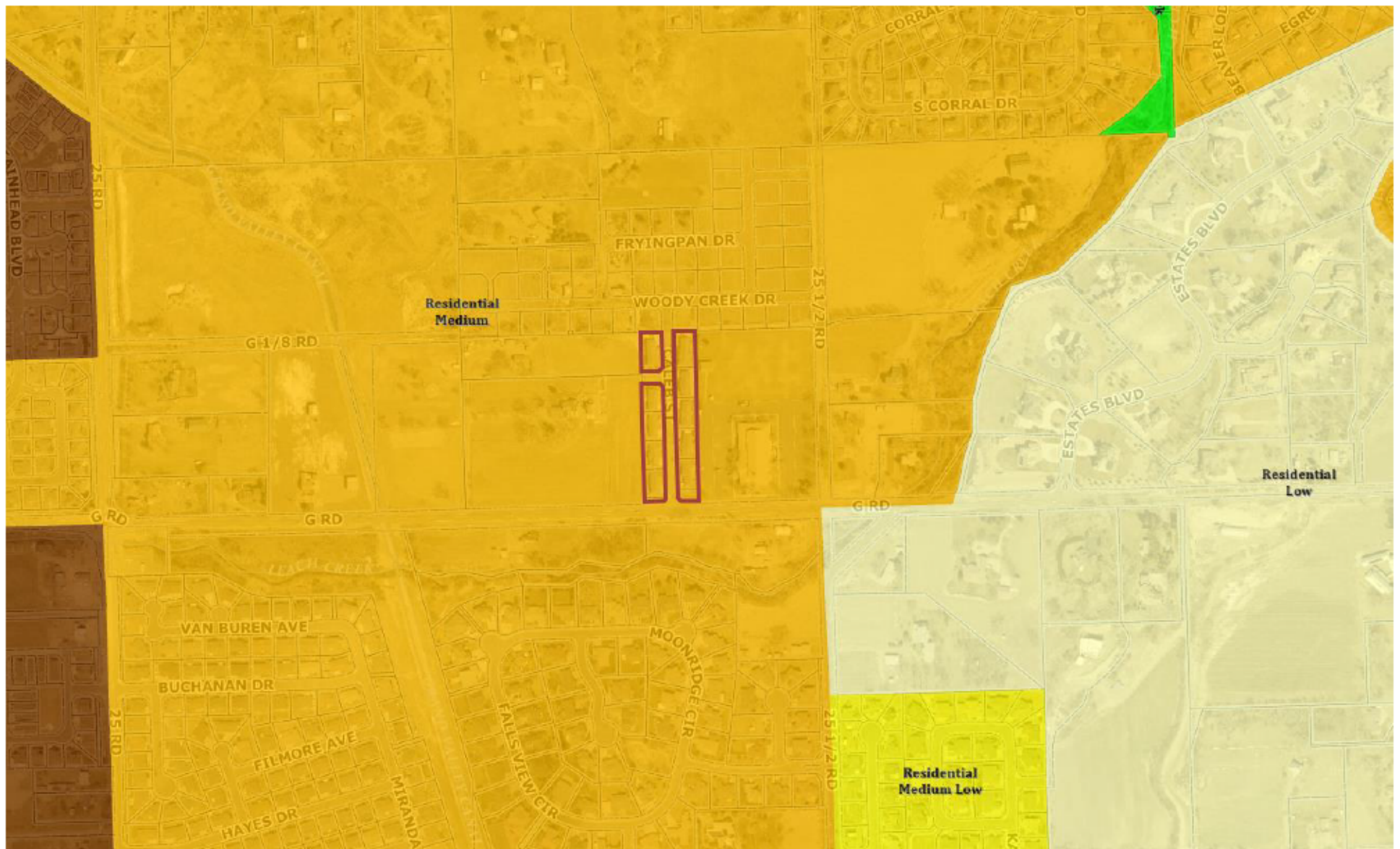
Vicinity Map (Expanded)



Zoning Map



Future Land Use Map



Arcadia North Subdivision Plat

ARCADIA NORTH SUBDIVISION

DEDICATION AND OWNERSHIP STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

Colorado Homes & Living By Design, LLC is the owner of a parcel of land being that certain tract of land in the SE1/4 SW1/4 of Section 34, Township 1 North, Range 1 West of the 1st Meridian, Grand Junction, Colorado, recorded in Book 3523 at Page 439 of the Mesa County real property records, said tract being more particularly described as follows:

Commencing at a Mesa County Survey Marker for the SW1/4 Corner of Section 34, Township 1 North, Range 1 West of the 1st Meridian in the City of Grand Junction, Mesa County, Colorado, from thence a Mesa County Survey Marker for the SW1/4 Corner of said Section 34, Township 1 North, Range 1 West of the 1st Meridian, Grand Junction, Colorado, recorded in Book 3523 at Page 439 of the Mesa County real property records, said tract being more particularly described as follows:

Sold Owner has by these presents sold, gifted and subdivided the above described real property into Lots, Blocks and Tracts as shown herein, and designated the same as Arcadia North Subdivision, in the City of Grand Junction, Mesa County, Colorado, and does hereby offer the following dedications and grants:

All street roads and right-of-way shown herein, being Dots Street and Tara Avenue, together with ten feet for right-of-way along G Road, to the full width of their proper rights-of-way, are hereby dedicated to the City of Grand Junction for the use of the public for public streets, and for drainage and underground utility purposes.

All Multi-Purpose Easements shown herein are hereby dedicated to the City of Grand Junction for the use of City-approved utilities and public providers as perpetual, non-exclusive easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, irrigation sewer lines, storm sewers, water lines, telephone lines, and also for the installation and maintenance of traffic control facilities, street lighting, irrigation lines, landscaping, trees and grade structures.

A Utility Easement shown herein is hereby dedicated to the City of Grand Junction for the use of City-approved utility providers as a perpetual, non-exclusive easement for the installation, operation maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, water lines and telephone lines.

An Irrigation and Drainage Easement designated as Easement A shown herein is hereby granted and conveyed to the Arcadia North Subdivision Homeowners Association, Inc., not subject to partition, as a perpetual easement, for the installation, operation, maintenance and repair of irrigation and drainage systems and to supply and drain irrigation water.

Tract A is for the purposes of a drainage detention pond and shall be owned and maintained by the Arcadia North Subdivision Homeowners Association, Inc., as set forth in the Declaration of Covenants, Conditions and Restrictions.

Tract B is for open space purposes, and shall be owned and maintained by the Arcadia North Subdivision Homeowners Association, Inc., as set forth in the Declaration of Covenants, Conditions and Restrictions.

All Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and shrubs, and to drainage and utility/electricity easements or tracts, the right to dredge, provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby plotted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easements.

IN WITNESS WHEREOF, said owner has caused its name to be hereunto subscribed this

15th day of June, A.D. 2005.

[Signature]
By Catherine Homes & Living By Design, LLC
By Marcus Ringer, Member

STATE OF COLORADO) ss

COUNTY OF MESA) ss

The foregoing instrument was acknowledged before me this 15th day of June, A.D. 2005.

For Colorado Homes & Living By Design, LLC, By Marcus Ringer, Member

My commission expires: 1/1/08

WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]
Notary Public

SURVEYOR'S CERTIFICATE

I, Richard A. Mason, do hereby certify that the accompanying plat of Arcadia North Subdivision, a subdivision of a part of the City of Grand Junction, County of Mesa, has been prepared under my direct supervision and accurately represents a field survey of the same, and said plat conforms to all applicable survey requirements of the zoning and Development Code of the City of Grand Junction and all applicable state laws and regulations.

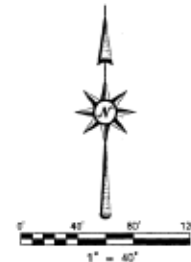
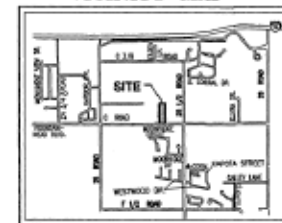
[Signature]
Richard A. Mason
Registered Professional Land Surveyor
P.L.S. No. 18489

Date: _____

LEGEND

- BLM MONUMENT
- MESA COUNTY SURVEY MARKER
- FOUND 1/4" REBAR & CAP LS-12901
- FOUND REBAR & CAP LS-10458
- SET REBAR & CAP LS-18468
- MONUMENT
- BLM BUREAU OF LAND MANAGEMENT
- MCSM MESA COUNTY SURVEY MARKER

VICINITY MAP



CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO) ss

COUNTY OF MESA) ss

I hereby certify that this instrument was filed in my office of 10:10 o'clock A.M., this 15th day of June, A.D. 2005, and is duly recorded as Reception Number 3321433 in Book 3521, Page 16V through _____ inclusive. Grantee No. 00-126

Clerk and Recorder

Deputy

Fees

Declaration of Covenants, Conditions, and Restrictions of Arcadia North Subdivision is recorded by separate instrument.

TITLE CERTIFICATION

Mesa Land Title, LLC, a title insurance company, on duly licensed in the State of Colorado, hereby certifies that we have examined the title to the herein described property, and we find the title to the property is insured to Colorado Homes & Living By Design, LLC; that the current home loan (loan policy) and all mortgages not satisfied or released or record not otherwise terminated by law are shown herein and that there are no other encumbrances of record that all easements, reservations and right-of-way of record are shown herein.

Date: JUNE 15, 2005

[Signature]
For Mesa Land Title, LLC

CITY OF GRAND JUNCTION CERTIFICATE OF APPROVAL

Approved this 15th day of June, A.D. 2005

Mayor: *[Signature]*

City Manager: *[Signature]*

[Signature]
Richard A. Mason
Registered Professional Land Surveyor
P.L.S. No. 18489

Date: _____

FOR CITY OF GRAND JUNCTION USE

Additional instruments documenting property interests and rights of others relative to the land plotted herein are recorded as follows:

Easement A, recorded in Book 3521 at Page 16V.
Tract A, recorded in Book 3521 at Page 16V.
Tract B, recorded in Book 3521 at Page 16V.
Declaration of Covenants, Conditions and Restrictions recorded in Book 3521 at Page 16V-17V.
Declaration of Right-of-Way, recorded in Book 3521 at Page 16V-17V.



File Name: C:\PROJECTS\3030\ARCADIA\PLAT.DWG

ARCADIA NORTH SUBDIVISION

IN THE SE1/4 SW1/4 OF SECTION 34

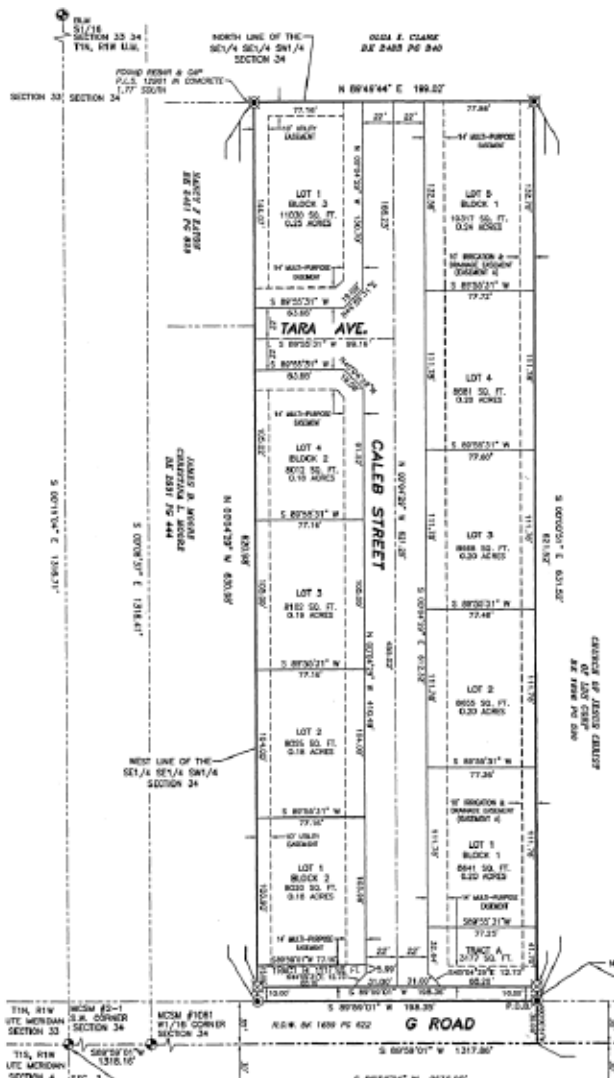
T1N, R1W, OF THE 1ST MERIDIAN

CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Project: 3030-0000

Drawn: 6/15/05

Sheet: 1 of 1



AREA SUMMARY			
DESC.	ACRES	PERCENT	
LOT 1	0.03	73.03	
LOT 2	0.03	2.45	
LOT 3	0.03	1.00	
TRACTED R.O.W.	0.76	26.45	
TOTAL	2.88	100.00%	

- GENERAL NOTES:
- The information from Mesa County real property records and from Mesa County Survey Markers for the SW1/4 Corner and the SW1/4 Corner of Section 34, Township 1 North, Range 1 West of the 1st Meridian, Mesa County, Colorado, recorded in Book 3523 at Page 439 of the Mesa County real property records, said tract being more particularly described as follows:
 - State of Inception, is 1887/321" W 2336.02 feet, between Mesa County Survey Markers for the SW1/4 Corner and the SW1/4 Corner of Section 34, Township 1 North, Range 1 West of the 1st Meridian, Mesa County, Colorado, recorded in Book 3523 at Page 439 of the Mesa County real property records, said tract being more particularly described as follows:
 - See Improvement Survey Plat deposited with Mesa County Surveyor, Deposition No. 2004-04.

NOTE: All exterior corner monuments have concrete placed around them.

NOTED: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, and any action based upon any defect in this survey for a period of ten years from the date of the certification shown herein.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

**AN ORDINANCE REZONING ARCADIA NORTH SUBDIVISION
FROM R-4 (RESIDENTIAL – 4 DU/AC)
TO R-5 (RESIDENTIAL – 5.5 DU/AC)**

LOCATED AT 700, 701, 702, 703, 704, 705, 706, 707, 708, AND 709 CALEB STREET

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 Arcadia North Subdivision to the R-5 (Residential – 5.5 du/ac) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Residential Medium (4 – 8 du/ac) of the Comprehensive Plan and the Comprehensive Plan's goals and policies 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-5 (Residential – 5.5 du/ac) 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.

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

The following properties shall be zoned R-5 (Residential – 5.5 du/ac):

ARCADIA NORTH SUBDIVISION

Introduced on first reading this 17th day of June, 2020 and ordered published in pamphlet form.

Adopted on second reading this 1st day of July, 2020 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor

[Agenda item can be viewed at 05:00](#)

Consider a Request by Property Owners of the Arcadia North Subdivision to Rezone the Arcadia North Subdivision (10 Parcels) from R-4 (Residential, 4 Units/Acre) to R-5 (Residential, 5.5 Units/Acre) Located at 700 - 709 Caleb Street.

Staff Presentation

Jace Hochwalt, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Gatseos asked staff a question regarding the applicants who have signed the application submittal.

Commissioner Reece asked a question regarding the purpose behind this request.

Applicant's Presentation

Kim Kerk, representing the Applicant, gave a presentation regarding the request.

Questions for Applicant

Commissioner Gatseos asked a question regarding the criteria for rezone.

Commissioner Wade made a comment regarding the criteria for rezone.

Public Hearing

The public hearing was opened at 5 p.m. on Tuesday, June 2, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Tuesday, June 2, 2020 as described on the meeting notice as well as the agenda.

Ms. Laura Rhodes (707 Caleb Street) and Jana Franklin (703 Caleb Street) made comments in support of the request.

The public hearing was closed at 6:35 p.m. on June 9, 2020.

Discussion

Commissioners Ehlers, Gatseos, and Susuras made comments in support of the request.

Motion and Vote

Commissioner Susuras made the following motion, "Chairman, on the Rezone request RZN-2020-117, I move that the Planning Commission forward a recommendation of approval for the rezone of the Arcadia North Subdivision from an R-4 (Residential, 4

units/acre) zone district to an R-5 (Residential, 5.5 units/acre) zone district, with the findings of fact listed in the staff report.”

Commissioner Wade seconded the motion. The motion carried 7-0.



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: June 17, 2020

Presented By: Trent Prall, Public Works Director

Department: Public Works - Engineering

Submitted By: Kirsten Armbruster, Project Engineer

Information

SUBJECT:

Contract for Lunch Loop Trailhead Improvements

RECOMMENDATION:

Staff recommends the City Purchasing Division execute a Construction Contract with Dirtworks Construction, Inc of Grand Junction, CO for the Lunch Loop Trailhead Improvements in the amount of \$428,789.57.

EXECUTIVE SUMMARY:

In 2019, the City of Grand Junction partnered with Mesa County and BLM to obtain funding and construct a new paved trail to connect downtown Grand Junction with Lunch Loop Trailhead on Monument Road. A majority of this funding was provided by Great Outdoors Colorado (GOCO), and the trail project was completed under budget by \$350,000. GOCO has given the City permission to utilize the leftover funding to improve the Lunch Loop Trailhead and add a large, paved turnout area for trailer parking south of the existing parking lot. This project also includes adding a left turn lane off of Monument Road for southbound traffic to access the new trailer parking. The funding for the widening of Monument Road is included in the 2020 Transportation Capacity Capital Fund in the amount of \$150,000.

BACKGROUND OR DETAILED INFORMATION:

The new paved Monument Trail was completed in 2019 and links trail users from the Riverfront Trail system to one of the most popular trailheads in Mesa County - Lunch Loop Trailhead. The success of the new trail was apparent from the day it was completed, and it has given the City a wonderful opportunity to explore the outdoors.

The trail construction project was completed under budget by \$350,000, and the project team proposes to use the savings to take advantage of the momentum and success of the trail project to make additional much needed improvements to the existing parking lot and add trailer parking space to the southwest. Monument Road will also be widened to install a left-turn lane into the trailer parking area. This widening is funded for \$150,000 from the 2020 Transportation Capacity Payment (TCP) capital fund.

A formal Invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitations), sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractor's Association, posted on the City's Purchasing website, and advertised in The Daily Sentinel. Eight companies submitted formal bids, which were found to be responsive and responsible in the following amounts:

<u>Firm</u>	<u>Location</u>	<u>Bid Amount</u>
Dirtworks Construction LLC	Grand Junction	\$428,789.57
K & D Construction, Inc.	Grand Junction	\$430,804.82 (after 0.25% Disc)
Sorter Construction, Inc.	Grand Junction	\$432,777.00
Agave Construction LLC	Grand Junction	\$466,053.25
M&M/Skyline Contracting, Inc.	Grand Junction	\$489,961.00
United Companies	Grand Junction	\$530,280.50
Con-Sy, Inc.	Grand Junction	\$542,267.70
M.A. Concrete Construction, Inc.	Grand Junction	\$582,203.24

FISCAL IMPACT:

The Lunch Loop Trailhead Improvements project is the result of tremendous community collaboration to design and now fund the construction. The City of Grand Junction, Mesa County, and Colorado West Land Trust collaborated with the Bureau of Land Management and the Grand Valley Metropolitan Planning Office to conduct the public process and re-design the trailhead. The City and the Land Trust collaborated on funding for this project with a long list of secured funding sources, including:

Lunch Loop Trailhead Improvements Funding	
GOCO (Great Outdoors Colorado)	\$ 200,000
City of Grand Junction (Transportation Capacity Fund)	150,000
City of Grand Junction (Parkland Expansion Fund)	75,000
Mesa County	75,000
Total	\$500,000

Budget			
	Transportation Capacity	Other Funding	Total
Total Budget	\$150,000	\$350,000	\$500,000
Dirtworks Construction, Inc Contract	(\$125,995)	(\$302,794)	(428,789)
Other Expenses	(\$5,000)	(\$11,631)	(16,631)
Remaining Budget	\$19,005	\$35,575	\$54,580

Due to the better than anticipated bid received on the construction contract, staff is working on developing additional improvements to the trailhead that were proposed during the Rivers, Trails Conservation Assistance (RTCA) technical assistance program in 2016 however were not originally included in the project scope due to cost limitations. Additional work may be added as a change order to this contract up to the amount budgeted.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to execute a Construction Contract with Dirtworks Construction LLC of Grand Junction, CO for the Lunch Loop Trailhead Improvements in the amount of \$428,789.57.

Attachments

1. 2019 LLTH Vicinity Map





Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: June 17, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck, Principal Planner/CDBG Admin

Information

SUBJECT:

CDBG-CV Subrecipient Agreements between the Counseling and Education Center, Community Food Bank, Eureka! McConnell Science Museum, Grand Junction Housing Authority, Grand Valley Catholic Outreach, Hilltop Community Resources, Inc., Marillac Clinic, Inc., Riverside Educational Center and STRiVE, and the City of Grand Junction

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Subrecipient Contract formalizes the City's award of funds to various agencies allocated from the City's CDBG-CV as part of the 2019 Amended Annual Action Plan approved by City Council at its May 20, 2020 meeting. The allocation includes the following grants: 1) \$7,463 to Counseling and Education Center (CEC); 2) \$45,000 to Community Food Bank; 3) \$7,500 to EUREKA! McConnell Science Museum; 4) \$123,653 Grand Junction Housing Authority; 5) \$25,000 to Grand Valley Catholic Outreach; 6) \$35,000 to Hilltop Community Resources, Inc.; 7) \$7,425 to Marillac Clinic, Inc.; 8) \$14,935 to Riverside Educational Center; and 9) \$10,000 to STRiVE. The contracts outline the duties and responsibilities of the agencies and ensures that the subrecipients comply with all Federal rules and regulations governing use of the funds.

BACKGROUND OR DETAILED INFORMATION:

CDBG funds are a Department of Housing and Urban Development (HUD) entitlement grant to the City of Grand Junction which became eligible for the funding in 1996. The

City has received \$275,976 in CDBG-CV funds via the CARES Act as an amendment to the 2019 Program Year approved by City Council at its May 18, 2020 meeting. The funding decision of nine (9) projects was made by the City Council at the same meeting.

Counseling and Education Center (CEC)

During the pandemic all mental health services are being provided through teletherapy. For initial appointments, or for young children, meeting in person will assist with establishing better rapport before transitioning to teletherapy. To re-access the business environment, certain environmental changes and protocols need to be installed for everyone's safety. CDBG-CV funds will be used for supplies, devices and environmental alterations that previously CEC did not need for base operations.

Community Food Bank

The Community Food Bank provides much needed food to residents during this time of need. The bank has maintained a drive-up and walk-up distribution operation every M/T/Th afternoon and launched a new food box delivery program in collaboration with local partners to serve homebound and vulnerable community members experiencing hunger. The Bank is currently serving 100 households through drive-up and 250 households through delivery so up to 300-350 households are receiving food each week. For reference, in 2019, the Bank served 588 households for the entire month. CDBG-CV funds will be used to purchase a hydraulic pallet lift, walk-in cooler and walk-in freezer.

EUREKA! McConnell Science Museum

EUREKA! Is one of the largest youth-serving organizations on the Western Slope and has most recently expanded to provide Emergency COVID STEAM Childcare Camps. These programs are in compliance with CDPHE and Mesa County Health Department guidelines. EUREKA! has the ability and space to provide additional childcare and educational support. CDBG funds will allow all low-income and moderate income children to attend for free via scholarships and provide additional staff support such as training courses and certifications.

Grand Junction Housing Authority (GJHA)

COVID-19's economic impact disproportionately affects our community's most vulnerable. For households who receive a HUD subsidy, swift changes to household income calculations allow for increased rental assistance. However, 215 GJHA households do not have a HUD subsidy. For some, Federal relief will help, but many will continue to face difficulties paying rent and utilities. CDBG-CV funds would be used to help 50-75 GJHA households avoid potential homelessness by keeping rent current and utilities from being disconnected.

Grand Valley Catholic Outreach (GVCO)

CDBG-CV funds will be used for utility payments and food for those impacted by COVID-19. Funds traditionally allocated for these channels cannot meet the increased demand for newly unemployed people. GVCO has secured funding for rental assistance and some for food that was rapidly utilized. The utility funds will be disbursed under the same strict guidelines that are applied to all categories of financial aid. The food will be distributed in Emergency Food boxes that can be requested once monthly.

Hilltop Community Resources, Inc.

CDBG-CV funds will be used to assist in providing additional immediate relief to those individuals and families most susceptible during this time, keep residential clients and staff safe and healthy, and link families to necessary services. 1) Provide families and those leaving the domestic violence safehouse with rental assistance, security deposit, and utility assistance; 2) Additional staff time to coordinate services, evaluate client requests, and assist with community referrals and resources; and 3) Provide families with direct financial emergency assistance.

Marillac Clinic, Inc.

In response to Colorado's COVID-19 outbreak, Governor Jared Polis issued a directive to cease all oral health services throughout the State with the exception of dental emergency procedures. Effective 4/27/20 the governor announced permission to restart elective dental procedures contingent on 13 requirements to prevent the spread of COVID-19 including "viable methods to eliminate, reduce, or contain aerosol production during dental care". CDBG-CV funds will be used to purchase 15 ultra-violet lamps for air sanitation, to remove harmful aerosolized substances from dental operatories and sterilization room.

Riverside Educational Center (REC)

Through COVID-19, REC continues to support students academically, socially and emotionally. REC tutors and staff are utilizing online platforms to ensure academic progress, assess mental health, and identify increasing family needs due to economic instability. 76% of REC families qualify for the free/reduced lunch program and were already struggling before COVID-19. CDBG-CV funds will be utilized for identified emergency household situations including food, utility bills, and rent assistance.

STRiVE

CDBG-CV funds would be used to assist individuals who are employed through STRiVE's Vocational Services program. 93 clients are experiencing layoff or significant reduction in employment hours and 34 more are expected as a direct result of COVID-19; all of which rely on employment income to supplement their basic needs. STRiVE

is providing temporary financial assistance with rent, utilities and grocery purchase which is averaging \$250 per individual per month. The requested funds will assist 40 individuals for one month while STRiVE assists clients transitioning back to their previous jobs or finding alternative employment.

The agencies listed above are considered "subrecipients" to the City. The City will "pass through" a portion of its Amended 2019 Program Year CDBG-CV funds to the agencies but the City remains responsible for the use of these funds. The contracts outline the duties and responsibilities of the agencies and ensures that the subrecipients comply with all Federal rules and regulations governing the use of the funds. The contracts must be approved before the subrecipients may obligate or spend any of the Federal funds. The Subrecipient Agreement with each agency contains the specifics of the projects and how the money will be used by the subrecipients.

FISCAL IMPACT:

Previously approved 2019 CDBG Program Year Budget: \$561,255 including \$25,000 for program administrative costs.

Amended 2019 CDBG Program Year allocation includes additional CDBG-CV funds awarded the City via the CARES Act in the amount of \$275,976.

The City will "pass through" all of the funds to the CDBG-CV Subrecipients listed above.

SUGGESTED MOTION:

I move to authorize the City Manager to sign the Subrecipient Contracts between the City of Grand Junction and the Counseling and Education Center, Community Food Bank, Eureka! McConnell Science Museum, Grand Junction Housing Authority, Grand Valley Catholic Outreach, Hilltop Community Resources, Inc., Marillac Clinic, Inc., Riverside Educational Center and STRiVE for funding through the City's Amended 2019 Community Development Block Grant (CDBG) Program Year CDBG-CV funds.

Attachments

1. CDBG-CV Subrecipient Agreements

**2019 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COVID-19 INFECTIOUS DISEASE (CDBG-CV) RESPONSE PROGRAM
EXHIBIT A
SCOPE OF SERVICES**

Date Approved: _____

Amount of Grant: \$7,463

Subrecipient: Counseling and Education Center

Completion Date: August 31, 2021

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$7,463 from its 2019 Program Year CDBG-CV Entitlement Funds to secure supplies and devices and make alterations to its main program office located at 2708 Patterson Road, Grand Junction, Colorado ("Property"). Subrecipient provides affordable, professional counseling for low-income and under/uninsured individuals and families for an array of psychological and emotional obstacles.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by completing the above-referenced program and building improvements to be able to re-access the business environment and improve safety for its clients and employees.
3. The project consists of program and building enhancements to the main program office to include room-to-room sanitation, hand sanitation, particle prevention, detection and social distancing measures to prevent and respond to COVID-19 concerns. The Property is currently owned and operated by Subrecipient which will continue to operate the facility. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2019 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$9,700.
6. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ Subrecipient

_____ City of Grand Junction

7. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Subrecipient

_____ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 304

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract: 10

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit ____; ii) how many will have improved access to the service or benefit: 10 And iii) how many will receive the service or benefit that is improved/no longer substandard ____?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract: Q1: 3 Q2: 2 Q3: 2 Q4: 2

3) Payment Schedule

During the 12 mo. FY contract funds will be drawn Q1 ____ Q2: 50% Q3: ____ Q4: 50%

4) Outcome Measures

Activity (select one) ____ Senior Service ____ Youth Service ____ Homeless Service
____ Disabled Service X LMI Service ____ Fair Housing Service

Primary Objective (select one) X Create a suitable living environment ____ Provide decent, affordable housing ____ Create economic opportunity (ies)

Primary Outcome Measurement (select one) ____ Availability/Accessibility ____ Affordability
X Sustainability

Summarize the means by which outcomes will be tracked, measured and reported

CEC staff and application ask all clients questions about household income. The sliding fee scale considers family size as compared to the monthly household income which is updated each year per Federal poverty guidelines. Client address is verified as being a City resident.

____ Subrecipient

____ City of Grand Junction

**2019 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COVID-19 INFECTIOUS DISEASE (CDBG-CV) RESPONSE PROGRAM**

**EXHIBIT A
SCOPE OF SERVICES**

Date Approved: _____

Amount of Grant: \$45,000

Subrecipient: Community Food Bank

Completion Date: August 31, 2021

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$45,000 from its 2019 Program Year CDBG-CV Entitlement Funds to purchase equipment needed in order to increase its food storage capacity for additional families being served in response to COVID-19 at 476 28-1/2 Road, Grand Junction, Colorado ("Property"). Subrecipient provides an emergency supply of nutritious food to individuals and families in crisis.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by completing the above-referenced improvements to provide food services to low/moderate income persons and families in Grand Junction, Colorado.
3. The project for which CDBG funds will be expended consists of the purchase of a hydraulic pallet lift and purchase and installation of a walk-in cooler and walk-in freezer. The Property is currently owned and operated by Subrecipient which will continue to operate the housing facility. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2019 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$117,900.
6. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ Subrecipient

_____ City of Grand Junction

7. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Subrecipient
_____ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 250

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract: 175

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit: 175; ii) how many will have improved access to the service or benefit____? And iii) how many will receive the service or benefit that is improved/no longer substandard____?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract Q1: 44 Q2: 44 Q3: 44 Q4: 43

3) Payment Schedule

During the 12 mo. FY contract funds will be drawn Q1____Q2: 50% Q3____Q4: 50%

4) Outcome Measures

Activity (select one) __ Senior Service __ Youth Service __ Homeless Service
__ Disabled Service X LMI Service __ Fair Housing Service

Primary Objective (select one) X Create a suitable living environment __ Provide decent, affordable housing __ Create economic opportunity (ies)

Primary Outcome Measurement (select one) __ Availability/Accessibility __ Affordability
X Sustainability

Summarize the means by which outcomes will be tracked, measured and reported:

The Community Food Bank provides a self-reporting survey and also interviews clients to determine their current situation and need. For the food box delivery program, the Food Bank works directly with partner agencies who have a referral process to ensure the most vulnerable residents in the community are served.

_____ Subrecipient

_____ City of Grand Junction

**2019 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COVID-19 INFECTIOUS DISEASE (CDBG-CV) RESPONSE PROGRAM
EXHIBIT A
SCOPE OF SERVICES**

Date Approved: _____

Amount of Grant: \$7,500

Subrecipient: EUREKA! McConnell Science Museum

Completion Date: August 31, 2021

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$7,500 from its 2019 Program Year CDBG-CV Entitlement Funds to provide child care assistance at its facility located at 1400 North 7th Street, Grand Junction, Colorado ("Property"). Subrecipient provides STEAM education programs and day camps for families in the community.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by providing the the above-referenced educational and day care services for low/moderate income families in Grand Junction, Colorado.
3. The project consists of using CDBG-CV funds to subsidize educational and day care programs for an increased number of low/moderate income families due to the impacts of COVID-19. In addition, staff will be trained in new protocols regarding prevention of COVID-19 and other health and safety requirements. Services are provided at its facility located at 1400 North 7th Street. The Property is currently owned and operated by Subrecipient which will continue to operate the housing facility. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the services and activities described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2019 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$20,000.
6. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ Subrecipient

_____ City of Grand Junction

7. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Subrecipient
_____ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 150

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract: 150

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit X; ii) how many will have improved access to the service or benefit____? And iii) how many will receive the service or benefit that is improved/no longer substandard____?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract Q1____ Q2: 150 Q3____ Q4____

3) Payment Schedule

During the 12 mo. FY contract funds will be drawn Q1____ Q2: 50% Q3: 50% Q4____

4) Outcome Measures

Activity (select one) __ Senior Service __ Youth Service __ Homeless Service
__ Disabled Service X LMI Service __ Fair Housing Service

Primary Objective (select one) X Create a suitable living environment __ Provide decent, affordable housing __ Create economic opportunity (ies)

Primary Outcome Measurement (select one) __ Availability/Accessibility __ Affordability
__ Sustainability

Summarize the means by which outcomes will be tracked, measured and reported:

EUREKA! Provides scholarships for youth enrolling in its programs based on income qualifications that is verified by requiring families to provide current information regarding their enrollment and eligibility for Medicaid/CHP benefits, Marillac Clinic or the free/reduced lunch program.

____ Subrecipient

____ City of Grand Junction

**2019 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COVID-19 INFECTIOUS DISEASE (CDBG-CV) RESPONSE PROGRAM**

**EXHIBIT A
SCOPE OF SERVICES**

Date Approved: _____

Amount of Grant: \$123,653

Subrecipient: Grand Junction Housing Authority

Completion Date: August 31, 2021

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$123,653 from its 2019 Program Year CDBG-CV Entitlement Funds to provide emergency rent and utility payments for low/moderate income households within the City limits that have been impacted by COVID-19. Subrecipient advocates for and provides safe, suitable housing and support to the residents of Grand Junction.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by providing the the above-referenced housing services to low/moderate income households in Grand Junction, Colorado.
3. The project consists of emergency payment of rent and utilities for the community's most vulnerable populations to help avoid potential homelessness by keeping rent current and utilities from being disconnected. CDBG-CV funds will be used to provide payments for approximately 50 households. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the services described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2019 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$170,000.
6. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ Subrecipient

_____ City of Grand Junction

7. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Subrecipient
_____ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 50

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract: 50

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit 50; ii) how many will have improved access to the service or benefit ? And iii) how many will receive the service or benefit that is improved/no longer substandard ?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract Q1 Q2: 50% Q3: 50% Q4

3) Payment Schedule

During the 12 mo. FY contract funds will be drawn Q1 Q2: 50% Q3: 50% Q4

4) Outcome Measures

Activity (select one) Senior Service Youth Service Homeless Service
 Disabled Service X LMI Service Fair Housing Service

Primary Objective (select one) Create a suitable living environment X Provide decent, affordable housing Create economic opportunity (ies)

Primary Outcome Measurement (select one) Availability/Accessibility Affordability
 Sustainability

Summarize the means by which outcomes will be tracked, measured and reported

Most of the households to be provided services live at GJHA-owned LIHTC properties and had to qualify based on income restricts for initial move-in at or below 60% AMI. Residents requesting assistance will complete a self-certified questionnaire as to the current status of household size, household income, and household assets.

 Subrecipient

 City of Grand Junction

**2019 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COVID-19 INFECTIOUS DISEASE (CDBG-CV) RESPONSE PROGRAM
EXHIBIT A
SCOPE OF SERVICES**

Date Approved: _____

Amount of Grant: \$25,000

Subrecipient: Grand Valley Catholic Outreach

Completion Date: August 31, 2021

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$25,000 from its 2019 Program Year CDBG-CV Entitlement Funds to provide emergency utility payments and purchase of food for clients residing with the City limits of Grand Junction, Colorado. Subrecipient delivers services to those in need, including households that are in distress and need financial assistance due to effects of COVID-19.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by providing the above-referenced housing services for low/moderate income persons in Grand Junction, Colorado.
3. CDBG funds will be used to assist with utilities payments and food for approximately 3,000 households impacted by COVID-19 such as those recently unemployed. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2019 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$25,000.
6. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ Subrecipient

_____ City of Grand Junction

7. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Subrecipient

_____ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 3,000

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract 3,000

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit: 3,000; ii) how many will have improved access to the service or benefit____? And iii) how many will receive the service or benefit that is improved/no longer substandard____?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract Q1: _750_ Q2: _750_ Q3: _750_ Q4: _750_

3) Payment Schedule

During the 12 mo. FY contract funds will be drawn Q1: _25%_ Q2: _25%_ Q3: _25%_ Q4: _25%_

4) Outcome Measures

Activity (select one) __ Senior Service __ Youth Service __ Homeless Service
__ Disabled Service X LMI Service __ Fair Housing Service

Primary Objective (select one) __ Create a suitable living environment __ Provide decent, affordable housing X Create economic opportunity (ies)

Primary Outcome Measurement (select one) __ Availability/Accessibility __ Affordability
X Sustainability

Summarize the means by which outcomes will be tracked, measured and reported:

Income of beneficiaries is verified at intake and updated at each request for assistance by a review of pay stubs, assistance letters, unemployment notices, or other evidence of need.
100% of persons served by GVCO are low income.

_____ Subrecipient

_____ City of Grand Junction

**2019 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COVID-19 INFECTIOUS DISEASE (CDBG-CV) RESPONSE PROGRAM
EXHIBIT A
SCOPE OF SERVICES**

Date Approved: _____

Amount of Grant: \$35,000

Subrecipient: Hilltop Community Resources, Inc.

Completion Date: August 31, 2021

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$35,000 from its 2019 Program Year CDBG-CV Entitlement Funds to provide emergency financial relief to vulnerable persons and households for rental assistance, utility payments, food, and school supplies. Subrecipient provides a wide range of human services programs, dedicated to underserved populations.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by providing the above-referenced housing and support services for low/moderate income persons and households in Grand Junction, Colorado.
3. CDBG-CV funds will be used to sustain essential services to vulnerable populations including financial relief to approximately 250 individuals and families most susceptible during this time, keeping clients and staff safe and healthy, and link families to necessary services. Hilltop will 1) Provide families leaving the domestic violence safehouse with rental assistance, security deposit, and utility assistance; 2) provide staff time to coordinate services, evaluate client requests, and assist with community referrals and resources; and 3) Provide families with direct emergency assistance (gas/food gift cards, diapers, bus pass, school supplies). It is understood that the Amount of the Grant of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2019 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$75,000.
6. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ Subrecipient

_____ City of Grand Junction

7. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Subrecipient

_____ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 250

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract: 250

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit_250___; ii) how many will have improved access to the service or benefit___? And iii) how many will receive the service or benefit that is improved/no longer substandard___?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract Q1: 60 __ Q2: 65 __ Q3: 60 __ Q4: 65 __

3) Payment Schedule

During the 12 mo. FY contract funds will be drawn Q1 _25%__ Q2 _25%__ Q3 _25%__ Q4 _25%__

4) Outcome Measures

Activity (select one) __ Senior Service __ Youth Service __ Homeless Service
__ Disabled Service _X_ LMI Service __ Fair Housing Service

Primary Objective (select one) _X_ Create a suitable living environment __ Provide decent, affordable housing __ Create economic opportunity (ies)

Primary Outcome Measurement (select one) __ Availability/Accessibility __ Affordability
X Sustainability

Summarize the means by which outcomes will be tracked, measured and reported:

Hilltop's programs include intake forms requesting eligibility verification. Demographics of participants in all programs is tracked through various database systems for outcome measurement and other funders. Most women and children entering the domestic violence shelter are homeless and have limited resources. 93% of individuals and families accessing Family Resource Center services are low income.

_____ Subrecipient

_____ City of Grand Junction

**2019 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COVID-19 INFECTIOUS DISEASE (CDBG-CV) RESPONSE PROGRAM
EXHIBIT A
SCOPE OF SERVICES**

Date Approved: _____

Amount of Grant: \$7,425

Subrecipient: Marillac Clinic, Inc.

Completion Date: August 31, 2021

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$7,425 from its 2019 Program Year CDBG-CV Entitlement Funds to make safety improvements for preparation and response to COVID-19 related impacts at its main clinic located at 2333 North 6th Street, Grand Junction, Colorado ("Property"). Subrecipient provides low income residents affordable health care including medical, dental, optical and behavioral health care, along with discounted medications for those who qualify.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by providing the above-referenced services to low/moderate income persons and families in Grand Junction, Colorado.
3. CDBG-CV funds will be used to provide State-required viable methods to eliminate, reduce or contain aerosol production during dental care that will prevent the spread of COVID-19. Subrecipient will purchase and install new ultra-violet lighting equipment for air sanitation and to remove harmful aerolized substances from dental operatories and sterilization room. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2019 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$7,625.
6. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ Subrecipient

_____ City of Grand Junction

7. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Subrecipient

_____ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 5,520

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract: 2,139

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit ____; ii) how many will have improved access to the service or benefit: 2,139 or iii) how many will receive the service or benefit that is improved/no longer substandard ____?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract Q1_500__Q2_500__Q3_600_Q4_539__

3) Payment Schedule

During the 12 mo. FY contract funds will be drawn Q1____Q2_50%__Q3_50%_Q4__

4) Outcome Measures

Activity (select one) __ Senior Service __ Youth Service __ Homeless Service
__ Disabled Service _X_ LMI Service __ Fair Housing Service

Primary Objective (select one) _X_ Create a suitable living environment __ Provide decent, affordable housing __ Create economic opportunity (ies)

Primary Outcome Measurement (select one) __ Availability/Accessibility __ Affordability
X Sustainability

Summarize the means by which outcomes will be tracked, measured and reported:

All patients who enroll at Marillac undergo a financial screening process. Patients are required to submit legal identification and financial information to verify their identity and income. The financial screening process helps determine if they are eligible for Medicaid or other government programs. It also helps assign their placement on Marillac's sliding fee schedule which determines their co-payment for each visit.

_____ Subrecipient

_____ City of Grand Junction

**2019 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COVID-19 INFECTIOUS DISEASE (CDBG-CV) RESPONSE PROGRAM
EXHIBIT A
SCOPE OF SERVICES**

Date Approved: _____

Amount of Grant: \$14,935

Subrecipient: Riverside Educational Center

Completion Date: August 31, 2021

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$14,935 from its 2019 Program Year CDBG-CV Entitlement Funds to provide emergency household situations for families of its students including food, utility bills, and rent assistance. Subrecipient provides after-school tutoring and extracurricular activities for qualifying students to improve academic achievement and foster positive social and emotional development.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)). It shall meet this objective by completing the above-referenced services for low/moderate income persons in Grand Junction, Colorado.
3. Through COVID-19, REC continues to support students academically, socially and emotionally. REC tutors and staff are utilizing online platforms, ensure academic progress, and identify family needs due to economic instability. 76% of REC families qualify for the free/reduced lunch program and were already struggling before COVID-19. CDBG-CV funds will be utilized for identified emergency household situations including food, utility bills, rent assistance, other non-food grocery items and to help with internet access. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2019 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$25,000 to assist approximately 75 students and their families.
6. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ Subrecipient

_____ City of Grand Junction

7. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Subrecipient

_____ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 75

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract: 75

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit_75___; ii) how many will have improved access to the service or benefit___? And iii) how many will receive the service or benefit that is improved/no longer substandard___?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract Q1___Q2_35__Q3_40_Q4___

3) Payment Schedule

During the 12 mo. FY contract funds will be drawn Q1___Q2_50%_Q3_50%_Q4___

4) Outcome Measures

Activity (select one) ___ Senior Service ___ Youth Service ___ Homeless Service
___ Disabled Service _X_ LMI Service ___ Fair Housing Service

Primary Objective (select one) _X_ Create a suitable living environment ___ Provide decent, affordable housing ___ Create economic opportunity (ies)

Primary Outcome Measurement (select one) ___ Availability/Accessibility ___ Affordability
X Sustainability

Summarize the means by which outcomes will be tracked, measured and reported:

REC verifies income based on Mesa County School District 51 free and reduced lunch eligibility data. Families self-report.

_____ Subrecipient

_____ City of Grand Junction

**2019 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COVID-19 INFECTIOUS DISEASE (CDBG-CV) RESPONSE PROGRAM
EXHIBIT A
SCOPE OF SERVICES**

Date Approved: _____

Amount of Grant: \$10,000

Subrecipient: STRiVE

Completion Date: August 31, 2021

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$10,000 from its 2019 Program Year CDBG-CV Entitlement Funds to provide emergency assistance for rent, utilities and grocery purchase for its clients. Subrecipient provides supports for individuals representing the broad spectrum of intellectual/development disabilities and their families.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.202(a)) and limited clientele benefit (570.208(a)(2)). It shall meet this objective by providing the above-referenced services for low/moderate income, developmentally disabled persons in Grand Junction, Colorado.
3. CDBG-CV funds would be used to assist individuals who are employed through STRiVE's Vocational Services program. 93 clients are experiencing layoff or significant reduction in employment hours and 34 more are expected as a direct result of COVID-19; all of which rely on employment income to supplement their basic needs. STRiVE is providing temporary financial assistance with rent, utilities and grocery purchase which is averaging \$250 per individual per month. The requested funds will assist 40 individuals for one month while STRiVE assists clients transitioning back to their previous jobs or finding alternative employment. It is understood that the Amount of the Grant of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2019 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
5. The total budget for the project is estimated to be \$86,750.
6. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.

_____ Subrecipient

_____ City of Grand Junction

7. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
8. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
9. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
10. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
11. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ Subrecipient

_____ City of Grand Junction

Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12 mo. FY contract: 40

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo. FY contract: 40

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit 40; ii) how many will have improved access to the service or benefit ? And iii) how many will receive the service or benefit that is improved/no longer substandard ?

2.) Schedule of Performance

Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract Q1 Q2 40 Q3 Q4

3) Payment Schedule

During the 12 mo. FY contract funds will be drawn Q1 Q2 100% Q3 Q4

4) Outcome Measures

Activity (select one) Senior Service Youth Service Homeless Service
X Disabled Service LMI Service Fair Housing Service

Primary Objective (select one) Create a suitable living environment X Provide decent, affordable housing Create economic opportunity (ies)

Primary Outcome Measurement (select one) Availability/Accessibility Affordability
X Sustainability

Summarize the means by which outcomes will be tracked, measured and reported:

All individuals supported by STRiVE receive SSI or SSDI income which automatically qualifies them as eligible for services.

 Subrecipient

 City of Grand Junction



Grand Junction City Council

Regular Session

Item #3.c.

Meeting Date: June 17, 2020

Presented By: Randi Kim, Utilities Director

Department: Utilities

Submitted By: Lee Cooper, Project Engineer

Information

SUBJECT:

Construction Contract for the 2020 Waterline Replacement Project

RECOMMENDATION:

Authorize the City Purchasing Division to Execute a Construction Contract with K&D Construction, Inc. for the Construction of the 2020 Waterline Replacement Project in the Amount of \$708,877.56.

EXECUTIVE SUMMARY:

This request is to award a Construction Contract for the 2020 Waterline Replacement Project. This project will be replacing aging waterlines at various locations in the south industrial downtown area between 9th Street and 14th Street, and on Elm Ave. between 18th Street and 23rd Street. This project will be replacing 1,575 lineal feet of 20-inch diameter transmission waterline, installing 1,282 lineal feet of new 18-inch diameter transmission waterline along Pitkin Ave. between 14th Street and All Metals Fabrication, as well as, replacing 1,907 lineal feet of 6-inch diameter waterline on Elm Ave.

BACKGROUND OR DETAILED INFORMATION:

Due to age and condition, approximately 4,764 lineal feet of existing water main pipe is proposed to be replaced with new PVC (plastic) water main pipe.

The existing 20-inch ductile iron (DI) water transmission pipe along D Road and 12th Street is being replaced due to a frequent break history with certain segments of pipe. The DI pipe was installed in 1980 and due to the corrosive nature of the native soils the

DI pipe is getting more susceptible to breaks as the pipe ages. The City will be replacing this existing 20-inch DI pipe with new 20-inch PVC water pipe.

The existing 6-inch cast iron (CI) waterline in Elm Ave. is being replaced due to its susceptibility to breaks, reduced water flows and pressures in this part of town, and reduced water quality. The CI waterline in Elm Ave. was installed in 1960 and over time CI pipe will develop mineral deposits on the inside of the pipe from the domestic water reducing the flow area resulting in reduced pressures and flows. The City will be replacing the 6-inch CI pipe with new 6-inch PVC water pipe. By upgrading this waterline to PVC pipe, the pressures and flows will be improved, as well as, the water quality.

To help with the City's redundancy and reliability in delivering water, this project will be installing a new 18-inch diameter waterline between two existing transmission lines. Having this new pipe connection between two existing transmission lines will ensure the City can continue providing reliable water service in the event a transmission line needs to be shutdown due to a break and/or maintenance/replacement.

The attachment shows the areas of town and the extent of the waterline replacements. Waterline replacements are shown as a bold blue line, and the installation of a new 18-inch dia. transmission line is shown as a yellow line. This new 18-inch waterline will provide improvement to the City water distribution system with redundancy, reliability, and potentially increased flows and pressures in certain parts of town.

This project is scheduled to start construction in early July with an expected completion date in late October. Construction will take place during the weekdays between 7 am and 5 pm.

A formal Invitation for Bids was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractor's Association (WCCA), and advertised in the The Daily Sentinel. Five companies submitted responsive and responsible formal bids as follows:

Contractor	Location	Amount
K&D Construction, Inc.	Grand Jct., CO	\$708,877.56
M.A. Concrete Construction	Grand Jct., CO	\$747,513.70
Sorter Construction, Inc.	Grand Jct., CO	\$790,000.00
CW Construction	Grand Jct., CO	\$842,544.95
United Companies	Grand Jct., CO	\$873,742.60

All bids were well below the engineer's estimate of \$965,712.00.

FISCAL IMPACT:

<u>Budget:</u>	
2020 Waterline Replacements	
• 2020 Waterline Replacement (F000532)	<u>\$1,250,000</u>
<i>Total Available Budget -</i>	<i>\$1,250,000</i>
<u>Project Costs:</u>	
• Construction Contract – K&D Construction, Inc.	\$708,877.56
• City Const. Inspection & Contract Admin. (Estimate)	\$32,000
• Quality Assurance Testing (Estimate)	<u>\$8,000</u>
Total Project Costs -	\$748,877.56

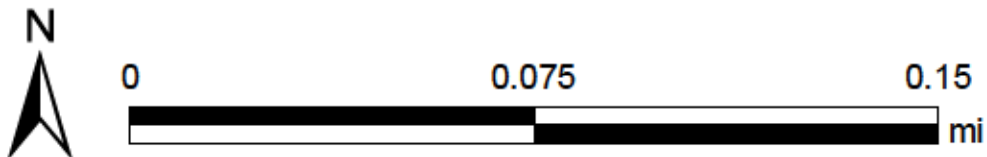
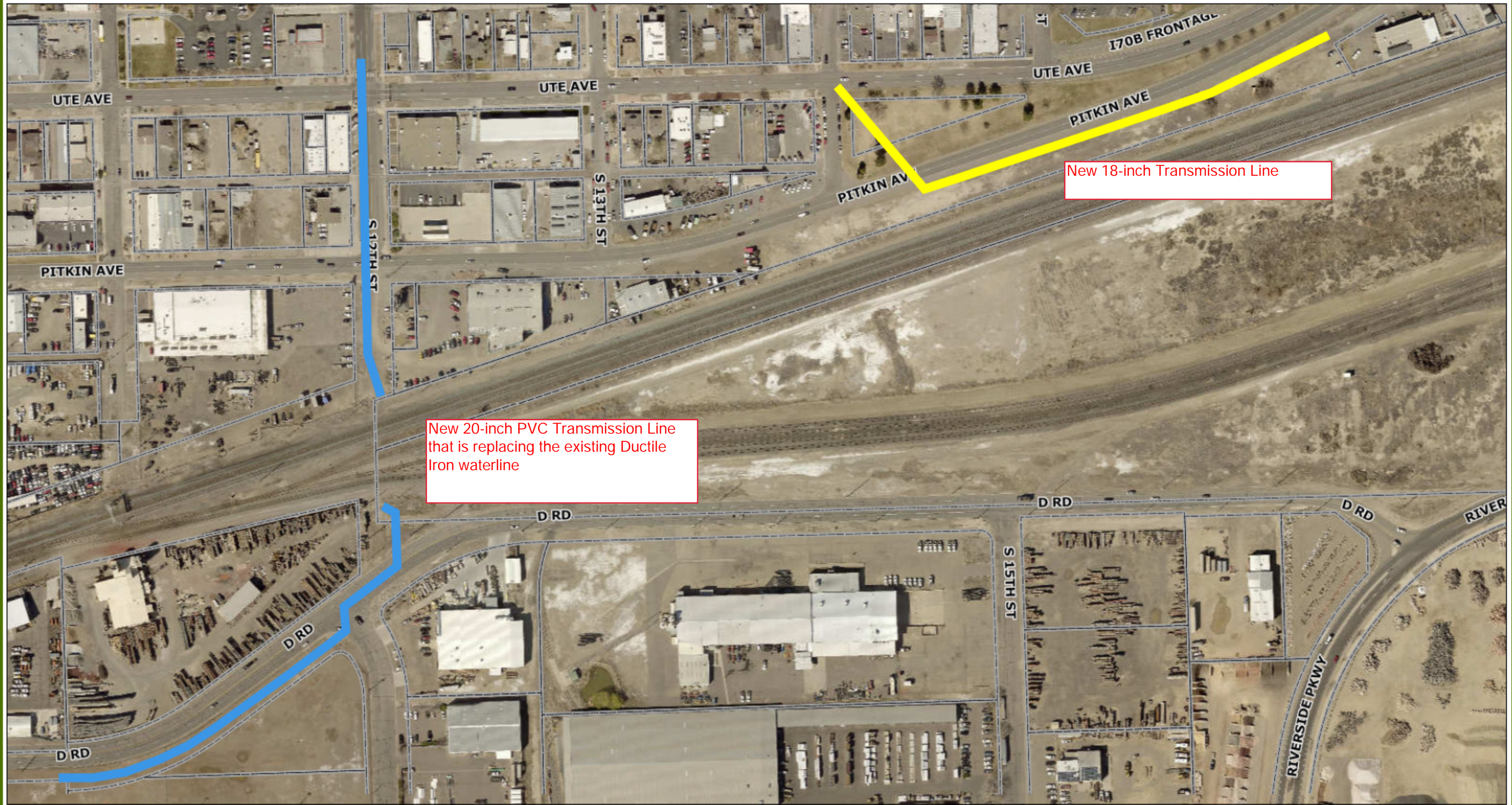
SUGGESTED MOTION:

I move to authorize the City Purchasing Division to enter into a Contract with K&D Construction, Inc. for the 2020 Waterline Replacement Project in the amount of \$708,877.56.

Attachments

1. 20 & 18 Inch Transmission Line Exhibit_2020-05-29
2. 6 Inch Waterline Exhibit_2020-05-29

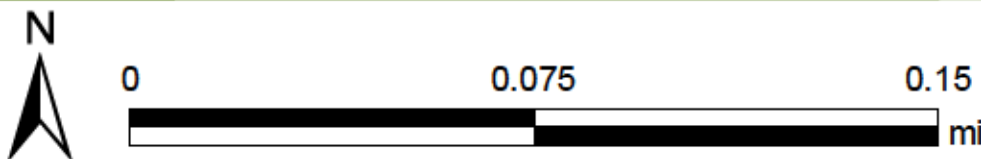
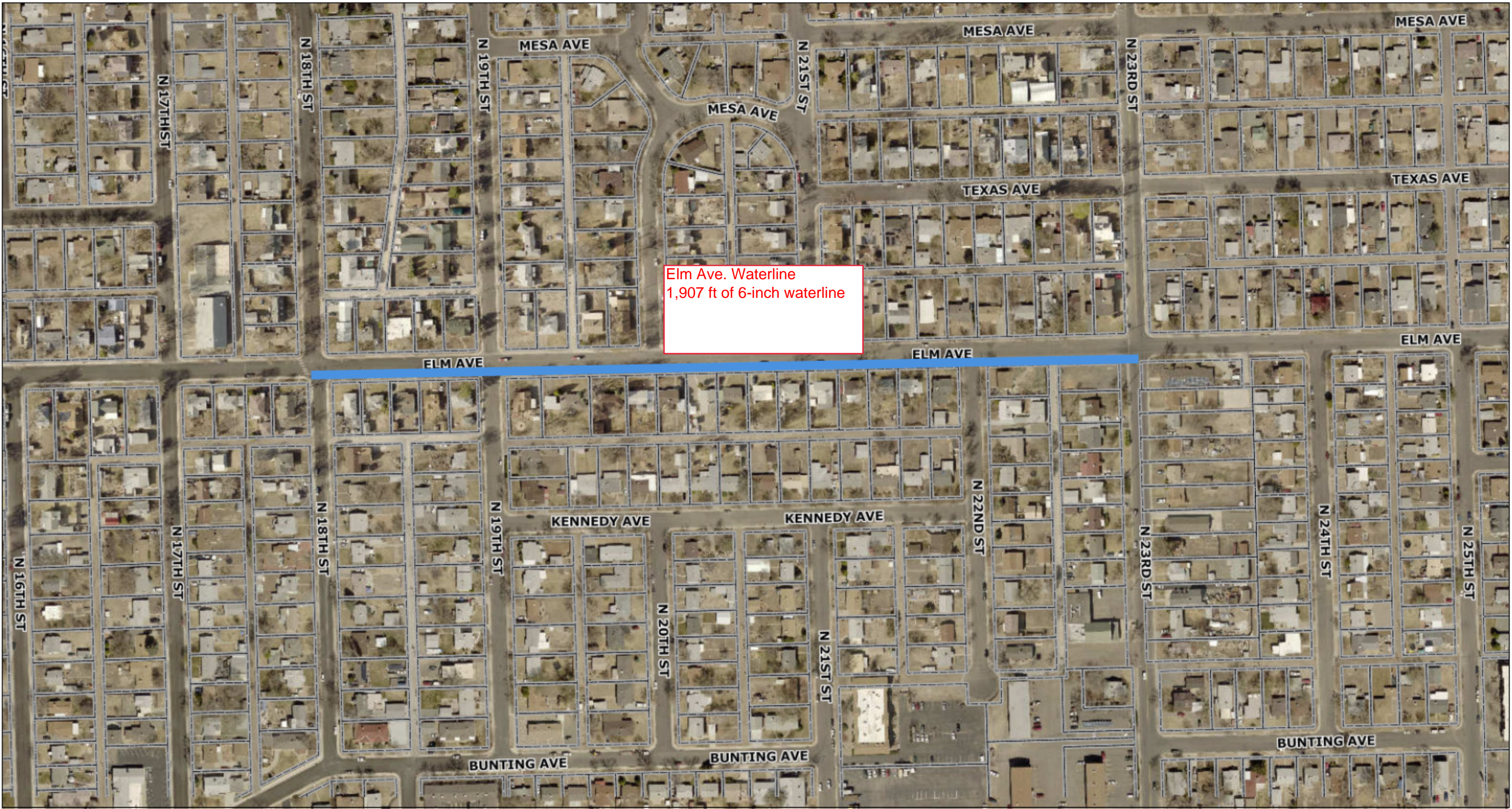
20-inch & 18-inch Transmission Lines



Date: 5/29/2020

1 inch = 188 feet

Elm Ave. 6-inch Waterline



Date: 5/29/2020

1 inch = 188 feet



Grand Junction City Council

Regular Session

Item #4.a.i.

Meeting Date: June 17, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

A Resolution to Approve a Consolidated Service Plan for the Proposed Redlands 360 Metropolitan Districts Nos. 1-9 Project which is Proposed to be Developed on Approximately 624 Acres South of the Redlands Parkway and Highway 340 Intersection - [Staff Presentation](#) and [Applicant Presentation](#)

RECOMMENDATION:

Planning Commission heard this item at its May 26, 2020 meeting and recommended conditional approval of the request (6-0).

EXECUTIVE SUMMARY:

Redlands Three Sixty, LLC ("Applicant") is planning the proposed Redlands 360 Planned Development project to be constructed on 624 acres of land with a boundary generally south of the Redlands Parkway and Highway 340 interchange, east of South Camp Road and west of Highway 340 and north of the Ridges/Redlands Mesa development on the south ("Service Plan Boundaries"). The Service Plan boundaries also encompass the Canyon Rim subdivision being developed in the southern portion of the site. The total combined area within the Consolidated Service Plan Boundaries is expected to be developed in eight phases with nine (9) proposed Title 32 metropolitan districts overlaying the eight phases. These are shown on Exhibit A-1 (Districts) and Exhibit B-1 (Phasing) attached in the maps and in the proposed Consolidated Service Plan. The overall project will be coordinated by Redlands Three Sixty, LLC (developer). The proposed development is planned to consist of 1,666 residential dwelling units, 30,000 square feet of commercial development, parks, trails, open spaces, a clubhouse and amenities.

The actual composition and distribution of future development shall be reflected in site development approvals to be issued by the City and nothing in the proposed Metropolitan District Service Plan shall be construed as the City granting prior approval for any site development. The primary purpose of forming the Metropolitan Districts is to finance construction of public improvements within the Redlands 360 Planned Development. Per Title 32 of the Colorado Revised Statutes (C.R.S.), the first step is to develop a Service Plan for the District, which is to be considered and, if found acceptable, approved by the City.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

Special districts are quasi-municipal corporations and political subdivisions that are organized to act for a particular purpose. A metropolitan district is a special district that provides any two or more services which may include fire protection, parks and recreation, safety protection, sanitation, solid waste, street improvements or water, to name a few. A district may issue bonds for the construction of the improvements and levy taxes within the Service Plan Boundaries to repay those bonds. The financing, construction, and operation and maintenance of improvements and services to support new development is legally the responsibility of the district if formed. In many jurisdictions, both municipalities and counties, special districts have been used as a tool to harness private investment to achieve a city's planning, redevelopment, infill, and economic goals.

The trend with special district legislation has been to allow general purpose local governments to exert greater control over the formation and operation of special districts. The service plan approval process is the key to exercising that control.

The legislative declaration found in Article 1 of Title 32 refers to "the Coordination and orderly creation of special districts" and the logical extension of special district services throughout the state." It further declares that the review procedures in Part 2 (the "Control Act") are created to "prevent unnecessary proliferation and fragmentation of local government and to avoid excessive diffusion of local tax sources." Also cited as reasons for these measures are "the elimination of the overlapping services provided by local governments" and efforts to "reduce duplication, overlapping and fragmentation of the functions and facilities of special districts."

Service Plans and statements of purposes in effect create binding agreements between the special district and the approval authority. ("Upon final approval by the court for the organization of the special district, the facilities, services, and financial arrangements of the special district shall conform so far as practicable to the approved Service Plan." (C.R.S. §32-1-201(1))).

The jurisdiction may request the filing of an annual report of any special district. This

report must be made available to the Division of Local Affairs and to all “interested parties” as defined in C.R.S. §32-1-207(3)(c)(d). The statute does not specify what an annual report should consist of; therefore, should the jurisdiction desire an annual report, it should provide guidelines and rationale for the request. Article III of the proposed Service Plan does include the requirement for an Annual Report to be submitted to the City no later than August 1st of each year as well as outlines requirements for its contents. This requirement will be reiterated in the Intergovernmental Agreement (IGA).

The formation of a special district entails a three-part process that requires: 1) obtaining review and approval from the local governmental jurisdiction; 2) review by district court; and 3) a special election. The Grand Junction Municipal Code does not contain specific provisions related to the review of service plans therefore the process of submittal and review of the plans must be in compliance with requirements Title 32 of the Colorado Revised Statutes. Those statutory requirements include submittal of the service plans to the Clerk for the City Council, referral of the plans to the Planning Commission for review and recommendation (if consistent with City policy), referral to City Council within thirty (30) days of plan submittal, and a public hearing with the City Council not more than thirty (30) days after setting the public hearing date.

In summary, metropolitan districts are formed and operated as follows:

- City Council must vote to approve a district service plan based on statutory approval criteria
- Affected property owners must vote to approve district formation by a simple majority
- Sale of municipal bonds generates funding for infrastructure and amenities
- As development occurs and property values increase, bonds are repaid by homeowners within the district via the additional taxes paid by district residents. The district does not tax anyone outside of its boundaries.
- The developer maintains oversight of the district, an annual outside audit is conducted of the district, and annual transparency reports are submitted to the City and State and made publicly available.
- The City has no legal or financial liability during the life of the district; it does not reduce current or future tax revenues of other public agencies and it does not draw from the City’s capital improvement budget or capital reserves.

The Applicant submitted and requested review of its proposed Service Plan on March 31, 2020 and it was provided to the City Clerk for notification to the Colorado Department of Local Affairs (DOLA) on April 23, 2020. The Consolidated Service Plan proposes to serve the Redlands 360 Planned Development, a proposed 1,666-unit residential development and commercial area on 424 acres in a proposed Planned Development (PD) zone district and the proposed 22-unit Canyon Rim 360 development on 23.2 acres in an R-1 (Residential 1 unit per acre) zone district. At the time of composing this report, the Applicant has not yet submitted an Outline Development Plan for the proposed Redlands 360 Planned Development project nor a

Preliminary or Final Plan for the Canyon Rim 360 project, although both are expected to be submitted for review within the coming months. This results in a review of the Service Plan without an accompanying Approved Development Plan as defined by the Service Plan; If the Service Plan is approved, the approval will be contingent on zoning approval of a PD Ordinance Redlands 360 and a Preliminary Plan for Canyon Rim 360. The contingency is not intended to preclude a petition to the Court to hold an election, or the subsequent conduct of an election to form one or more of the proposed Districts. However, the exercise of the powers and authority contemplated by the Service Plan will require ODP and Preliminary Plan approval.

The area defined as the boundary of the Districts is an area generally south of the Redlands Parkway and Highway 340 interchange, east of South Camp Road and west of Highway 340 and north of the Ridges/Redlands Mesa development on the south ("Service Plan Boundaries"). The metropolitan district boundaries also encompass the Canyon Rim subdivision being developed in the southern portion of the site. However, the Service Plan states: "In order to implement the multiple district structure, the boundaries of the Districts are intended to change as development occurs. At the time of submittal of this Service Plan the Developer either owns all the property to be included within the Service Plan's boundaries and the proposed Districts, or has entered into a joint venture agreement with Grand Junction Land Company, a Colorado limited liability company. District No.1 initially coincides with Phase 1 of the Project. Depending on absorption time in Phase 1, additional properties may be included by petition within the District No. 1, after completing an exclusion process from the adjacent District. The same holds true for the inclusions of properties from all Districts, and allows some flexibility based on absorption." "No properties outside of the Consolidated Service Plan Boundaries will be included within any District unless specifically approved by the City. All changes in District boundaries must be made in compliance with the Act."

As proposed, the primary purpose of the Districts are to provide for the Public Improvements associated with development and, if applicable, regional needs, and operate and maintain Public Improvements not conveyed to the City, other appropriate jurisdiction or an owners' association. Section §32-1-103 (10) C.R.S states that a Metropolitan District may include any of the following services, but is required to provide at least two of the following services that will benefit the public.

- a) Fire Protection;
- b) Mosquito Control;
- c) Parks and recreation;
- d) Safety protection;
- e) Sanitation;
- f) Solid Waste disposal facilities or collection and transportation of solid waste;
- g) Street improvement;

- h) Television relay and translation;
- i) Transportation; or
- j) Water.

The Service Plan for the Redlands 360 Metropolitan Districts is being established to finance the construction, acquisition, and/or operation of the Projects' Public Improvements and all necessary appurtenances as listed below.

- Sanitary Sewer and Wastewater Systems
- Domestic Water Supply Systems
- Storm Drainage Facilities
- Streets and Roadway Rights-of-Way
- Traffic and Safety Facilities
- Landscaping and associated irrigation walls and fences
- Parks
- Trails
- Recreation Facilities
- Other Public Improvements Approved by the City

Certain Public Improvements will be conveyed to the City, Ute Water or other governmental entities for the use and benefit of the general public. At the discretion of the Board of Directors of the Districts, some Public Improvements may remain with the Districts, and some Public Improvements may be deeded to one or more property owners' associations. Generally, the "public" receiving services from the districts will be the "property owners/inhabitants of the development that are subject to the metropolitan district mill levy."

The Consolidated Service Plan has been designed with sufficient flexibility to enable the Districts to provide required Public Improvements for the project under evolving circumstances without the need for numerous amendments. Modification of the types of Public Improvements, as well as changes in proposed configurations, locations, dimensions of facilities and improvements will be permitted to accommodate development needs consistent with City zoning and planning for the Project.

The Service Plan proposes a multiple district structure pursuant to the requirements of the Special District Act §32-1-101, et seq., C.R.S. Having a Consolidated Service Plan provides for coordination of the powers and authorities of the independent districts and will help avoid confusion regarding the purposes of each district. General provisions of the Consolidated Service Plan will apply to all nine Redlands 360 Metropolitan Districts except when specifically noted. The Districts will collectively be responsible for the financing and construction of Public Improvements, some of which will be conveyed to the City, Ute Water or other governmental entities and others will either remain with the Districts or will be given to property owners associations for maintenance and

operation. Each District will operate separately but will be a part of the coordinated plan for the Project. The proposal is to spread the costs of development over the entire project, equitably among all Districts.

The Service Plan states the debt is not backed by any pledge of revenue from the City and approval of the Plan is not a guarantee of debt repayment by the City. The mill levy dedicated to repayment of the bonds is 50 mills each for the special assessment bond and the general obligation bond.

The Service Plan includes a detailed cost estimate of these improvements totaling \$83,000,000 and proposes a total Anticipated Mill Levy of a maximum of 65 Mills for debt and operations. This is in addition to the current rate of 63.219 mills for Tax District-14100 and 65.346 mills for Tax District-11276 resulting in a total levy for property owners within the district boundaries of up to 128.219 and 130.346 mills respectively. For reference, an additional mill of 50 equates to approximately \$1,144 per year in taxes on a residential home valued at \$320,000.

To finance the Public Improvements, the Developer is requesting that the City authorize the Service Plan for the nine (9) Districts and provide the Districts with the authority to utilize both Special Assessment Bonds and General Obligation Bonds. The Consolidated Service Plan establishes the specific location and size of Districts 1-9 and includes a legal description and boundary survey of each District.

The proposed Districts are organized to serve as a method by which development can occur with the City in such a way as to eliminate economic risk to the City, provide economic benefits to the property owners, and place the risk of development on property developers. The Financial Plan has been designed to assure that at no time will the City have any legal responsibility for any of the Districts' obligations and to assure that the risk of development remains with the developer until a sufficient tax base has been achieved to pay the District's debt through mill levy assessments. Mill levy assessments will be imposed only on properties within the boundaries of the Districts.

Land Use and Zoning

The property is currently zoned Planned Development (PD) but without an approved Plan and Mesa County zoning RSF-4 (Residential Single Family, 4 units per acre). The northern portion of the District boundaries is currently in the annexation process and will be finalized in July 2020. The City has exercised land use jurisdiction for the area to be annexed as of May 20, 2020.

The Comprehensive Plan Future Land Use Map has a wide range of potential uses across the site including Conservation, Residential Low (.5-2 dwelling units per acre), Residential Medium Low (2-4 dwelling units per acre), Residential Medium (4-8 units per acre), Residential Medium High (8-16 dwelling units per acre) and Neighborhood

Center. This variety of underlying land use lends opportunities to develop the site as conceptually proposed in the Service Plan with a mix of housing densities, open space and parks, trails, recreational amenities and a limited commercial area. Much of the adjacent area in the County has not yet urbanized but is planned for a similar mix of land uses as indicated on the Redlands 360 site and shown on the Comprehensive Plan to accommodate future growth in the community.

The average overall density of the proposed Redlands 360 development is approximately 2.6 dwelling units per acre. The proposed density is consistent with the Comprehensive Plan when considering the mixture of land use designations on the site.

NOTIFICATION REQUIREMENTS

In compliance with statutory requirements, the following steps have or will occur as the Service Plan review proceeds:

- 1) City Clerk received a petition for review of a service plan for the Redlands 360 Metropolitan District on April 23, 2020.
- 2) The City Clerk reported the filing to the Colorado Department of Local Affairs on April 23, 2020.
- 3) The City shall provide notification of the public hearing no less than 20 days prior to the hearing.
- 4) City Council shall set a date for a meeting for a hearing on the Service Plan that must be within 30 days of the first meeting.
- 5) The City shall provide written notice of the hearing to the Department of Local Affairs.

ANALYSIS

Statutory Compliance of Submittal Elements

The required submittal elements for a Service Plan included in C.R.S. §32-1-202 (2) are listed below.

- (a) A description of the proposed services;

The Service Plan provides a list of potential services, to provide public and semi-private services, but also states that these may or may not be services that the district provides. The Consolidated Service Plan provides the Districts to have the authority to provide for the planning, design, acquisition, construction, installation, relocation,

redevelopment, maintenance, and financing of Public Improvements within and without the boundaries of the District; to be more specifically defined in an Approved Development Plan. An estimate of the costs of the improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed is based upon a preliminary engineering survey and estimates derived from the proposed zoning and development plans submitted and under consideration by the city under a separate action, referred to as the "Development Plan". The Service Plan states that total debt issuance shall not exceed \$60,000,000. The specific services proposed in the Redlands 360 Service Plan for the residential and commercial development, parks and open space include: 1) Sanitary Sewer and Wastewater Systems; 2) Domestic Water Supply Systems; 3) Storm Drainage Facilities; 4) Streets and Roadway Rights-of-Way; 5) Traffic and Safety Facilities; 6) Landscaping and associated irrigation walls and fences; 7) Parks; 8) Trails; 9) Recreation Facilities; and 10) Other Public Improvements Approved by the City.

The Service Plan includes Preliminary Engineering Surveys (conceptual) which adequately depict the locations of these proposed improvements throughout the Districts.

Staff concludes this element has been met.

(b) A financial plan showing how the proposed services are to be financed, including the proposed operating revenue derived from property taxes for the first budget year of the district, which shall not be materially exceeded except as authorized pursuant to § 32-1-207 or §29-1-302, C.R.S. All proposed indebtedness for the district shall be displayed together with a schedule indicating the year or years in which the debt is scheduled to be issued. The board of directors of the district shall notify the board of county commissioners or the governing body of the municipality of any alteration or revision of the proposed schedule of debt issuance set forth in the financial plan;

A financial plan was included in the Service Plan. It proposes the total debt that all nine Districts shall be permitted to issue shall not exceed \$60,000,000 and shall be permitted to be issued on a schedule as provided in the Service Plan. The Financial Plan was reviewed by the City's Director of General Services, Jay Valentine. Generally, he noted in his high level review that the financing plan for Redlands 360 is very well thought out and structured. Mr. Valentine's summary and analysis are included below.

- The Redlands 360 will consist of 9 Districts with 8 of these Districts being utilized to facilitate the financing plan.
- The public improvements will be primarily financed by the issuance of General Obligation bonds (GO bonds) secured by 50 mills of ad valorem tax and an 8% specific

ownership tax.

- Districts may also levy up to 15 mills to assist in the administration of the District(s) and any on-going maintenance of the District.

- o With the GO bond mill rate of 50 and the operations and maintenance mill of 15, a home priced at \$408,995 will have an estimated District payment of \$1,900 per year.

- The GO bonds will have a 40 year life (the maximum allowable by law) with an average expected interest rate of 5% on the \$45,500,000 senior bond issuance and 7.5% on a potential \$5,000,000 subordinate issuance.

- o The developer does not anticipate issuing bonds until a "significant" number of residential units have been constructed and are on the County tax rolls. This will ensure a less speculative bond issuance which will have a positive effect on financing costs.

- o Net bond proceeds are anticipated to be \$40,569,250

- § The \$40,569,250 in bond proceeds are expected to cover 48.9% of the total development costs of \$82,985,155. Over 50% of the costs being covered by the developer shows a strong commitment to the project.

- o Bonds will be issued in multiple series over the term of the development which will keep borrowing costs down.

- o The Districts will have a maximum debt limitation of \$60,000,000.

In his review Mr. Valentine noted the petition states the debt is not backed by any pledge of revenue from the City and approval of the Plan is not a guarantee of debt repayment by the City. The mill levy dedicated to repayment of the bonds is 25 mills each for the special assessment bond and the general obligation bond. He found that the debt structures, which are phased in, seem reasonable in terms of the rates and fees associated with them.

The repayment of the debt incurred is proposed to be achieved by imposing a mill levy targeted at up to 50 mills each, on the taxable property of this district for the repayment of General Obligation Bonds. The mill levy rate may be increased up to the maximum or decreased to the extent the actual tax revenues generated by the mill are sufficient to pay the debt. Although the mill levy will be the District's primary source of revenue for the debt, the District will also have the discretion and power to assess fees, rates or charges. The District is not pledging any revenue or property of the City as security for the debt; and approval of the Service Plan shall not be construed as a grantee by the City of payment of any of the District's obligations or as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of

any such obligation.

Staff concludes this element has been met.

(c) A preliminary engineering or architectural survey showing how the proposed services are to be provided;

Preliminary Engineering Surveys for Public Improvements were included as Exhibit G of Service Plan. Conceptually, the Surveys depict the various services to be provided and generally illustrate where the improvements will occur throughout the nine Districts as well as conceptually illustrate the ultimate build-out of the development. These general drawings provide an overall conceptual design for the construction of improvements from which cost estimates included in the financial plan of the Service Plan were developed.

The City Development Engineer reviewed the Preliminary Engineering Surveys included in the Service Plan and has deemed them acceptable for purposes of organization of the Districts. Zoning and all applicable development plans have yet to be submitted for review by the City. As plans proceed for the Redlands 360 and Canyon Rim 360 projects, the developer will submit plans in much greater detail and to show that improvements will be constructed per City standards. The Development Plans in the Service Plan generally depict the proposed construction from which cost estimates were developed.

Therefore, staff believes this requirement has not been met. Staff recommends that prior to the Consolidated Service Plan for Redlands 360 Metropolitan Districts Nos. 1-9 becoming effective, a Development Plan be reviewed and approved by the City. The Development Plan shall constitute approved zoning to Planned Development (PD) with an approved Outline Development Plan consistent with the Grand Junction Municipal Code for Redlands 360 and an approved Preliminary Plan consistent with the Grand Junction Municipal Code for Canyon Rim 360.

(d) A map of the proposed special district boundaries and an estimate of the population and valuation for assessment of the proposed special district;

Survey maps of the proposed nine (9) district boundaries were provided as Exhibit A in the Service Plan and Exhibit D provides legal descriptions for each of the 9 Districts. The maps and legal descriptions have been reviewed by Interim City Surveyor and revisions have been made by the Applicant per comments provided. In addition, the valuations for assessment of the 1,666 residential units, plus 30,000 square feet of commercial space are included. The population at build-out is estimated to be approximately 3,815 persons based on the average number of persons (2.29) per household in Grand Junction.

Staff concludes this element has been met.

(e) A general description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the proposed special district are compatible with facility and service standards of any county within which all or any portion of the proposed special district is to be located, and of municipalities and special districts which are interested parties pursuant to C.R.S. §32-1-204.

The Service Plan states, "The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City or other governmental entities having proper jurisdiction, including but not limited to Ute Water Conservancy District. The Districts will obtain the City's and Ute Water approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work."

The specific facilities proposed in the Redlands 360 Service Plan for the residential and commercial development, parks and open spaces are shown in the Preliminary Engineering Surveys in Exhibit G. As previously stated, more detailed plans will be submitted to the City for review and approval as the developments proceed. Such specific facilities include those listed in criterion (a) above.

Staff concludes this element has been met.

(f) A general description of the estimated cost of acquiring land, engineering services, legal services, administrative service, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the district.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of each District's organization and initial operations, is part of the estimated cost of Public Improvements, which will be eligible for reimbursement from Debt proceeds. In addition to the capital costs of the Public Improvements, Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget for the Districts is anticipated to be approximately \$20,000 and will be derived from Developer advances. The Maximum Debt Mill Levy (of 50 Mills) for the repayment of Debt will not apply to each District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users. In addition to mill levies assessed for payment of debt, a District may impose a mill levy for payment of expenses of operations with such mill levy to be established by a District's eligible electors.

The estimated total cost of the improvements including public sanitary sewer, water, streets, storm drainage facilities, irrigation, and landscaping excluding related soft costs (collectively the "Public Improvements") is approximately \$83 million (2020) of which approximately \$40.6 million has been determined as eligible for financing by the Districts.

At the discretion of the District Boards, the Districts may levy an operations and maintenance tax of no more than fifteen (15) mills to assist in the administration of the District(s) and on-going maintenance of any District maintained Public Improvements (if any).

Proposed interests rate includes the following. General Obligation (GO) bonds are based on a 30-year amortization, 3-year capitalized interest, 5% interest rate on senior bonds, 7.5% interest rate on subordinate bonds, 3.86% cost of issuance, a 6.4% reserve fund and unknown percentage of underwriter discount on senior and subordinate bonds.

Staff concludes this element has been met.

(g) A description of any arrangement or proposed agreement with any political subdivision for the performance of any services between the proposed special district and such other political subdivision, and, if the form contract to be used is available, it shall be attached to the service plan;

The Applicant has proposed an Intergovernmental Agreement for the performance of services between the City and the district. It is attached as Exhibit E. Included in the agreement it states the District will dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners' association in a manner consistent with the Service Plan and other rules and regulations of the City and applicable provisions of the City Code. The District is expected to undertake all ownership, operations and maintenance responsibilities for the Public Improvements that are not conveyed to the City or other governmental entities as appropriate and will do so either itself or by contract with owner associations. If the District operates the facilities, revenue to pay the expenses of operations may be obtained from ad valorem tax revenues or from the assessment of rates, fees, tolls, and charges imposed pursuant to the Colorado Special District Act. User fees for use of recreational facilities may be different for residents of the District than for outside users. Approval of the Consolidated Service Plan by the City constitutes the City's agreement that the District may perform these functions. The District will acquire by easement or plat dedication all real property interests for construction of public improvements that will be conveyed to the City by the District.

If the Planned Development (PD) is approved, the elements of the IGA will be defined; until then the Staff's review is of the form of the IGA which is acceptable.

(h) Information, along with other evidence presented at the hearing, satisfactory to establish that each of the criteria set forth in section 32-1-203, if applicable, is met;

This statutory requirement gives the City Council broad power to establish requirements for service plan approval that exceed or enhance those specifically cited in the statutes. The requirement that that these be enacted by resolution formalizes the request for additional information, and makes the demands for information uniform for all applicants (where the information request is relevant to the proposed services). For this proposed Service Plan, Staff and Planning Commission did not identify the need for any additional information in order to render a sound decision on the proposed district and Service Plan.

FINDINGS AND RECOMMENDATION

In accordance with Law, the findings of the City shall be based solely upon the service plan and evidence presented at the hearing by the petitioners, planning commission, and any interested party.

Pursuant to C.R.S. §32-1-203 the City Council may:

- Approve the Service Plan without condition or modification;
- Disapprove the Service Plan; or
- Conditionally approve the Service Plan subject to City approval of Zoning the Project to Planned Development and approval of an Outline Development Plan.

In accordance with Law, the City may conditionally approve the service plan of a proposed special district upon satisfactory evidence that it does not comply with one or more of the criteria; final approval shall be contingent upon modification of the service plan to include such changes or additional information as shall be specifically stated in the findings of the City Council.

After reviewing SDS-2020-178, a request to consider formation of a metropolitan district service plan for the proposed Redlands 360 project to be developed on 624 acres south of the Redlands Parkway and Highway 340 intersection, the following findings of fact were made by the Planning Commission:

1. The Redlands 360 Metropolitan District Service Plan is consistent with the Comprehensive Plan; and
2. The Redlands 360 Metropolitan District Service Plan meets Title 32 of the Colorado Revised Statutes for formation of a metropolitan district.

Planning Commission recommended approval of the request with two conditions:

Condition 1: Prior to the Consolidated Service Plan for Redlands 360 Metropolitan Districts Nos. 1-9 becoming effective, a Development Plan be reviewed and approved by the City. The Development Plan shall constitute approved zoning to Planned Development (PD) with an approved Outline Development Plan consistent with the Grand Junction Municipal Code and an approved Preliminary Plan consistent with the Grand Junction Municipal Code for the Canyon Rim 360 portion of the districts.

Condition 2: Approval and execution of an Intergovernmental Agreement (IGA) describing the improvements and responsibilities of the City of Grand Junction and the Redlands 360 Metropolitan Districts.

FISCAL IMPACT:

Action on this request does not have a direct fiscal impact on the City of Grand Junction. A fiscal impact study for this development is being prepared and will be provided with future staff reports.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 34-20, a resolution approving the Service Plan for the Redlands 360 Metropolitan Districts Nos. 1-9 with the following conditions that shall be met prior to the Metropolitan District Nos. 1-9 Service Plan becoming effective and before the proposed Metropolitan District Nos. 1-9 may exercise the powers and authority described herein:

Condition 1: A Development Plan be reviewed and approved by the City. The Development Plan shall constitute approved zoning to Planned Development (PD) with an approved Outline Development Plan consistent with the Grand Junction Municipal Code and an approved Preliminary Plan consistent with the Grand Junction Municipal Code for the Canyon Rim 360 portion of the districts. This requirement shall not preclude the submission of a Petition for Organization pursuant to Section 32-1-301, or the conduct of the required court hearings and organizational election pursuant to Sections 32-1-305 and 32-1-305.5 for one or more of the proposed Metropolitan Districts.

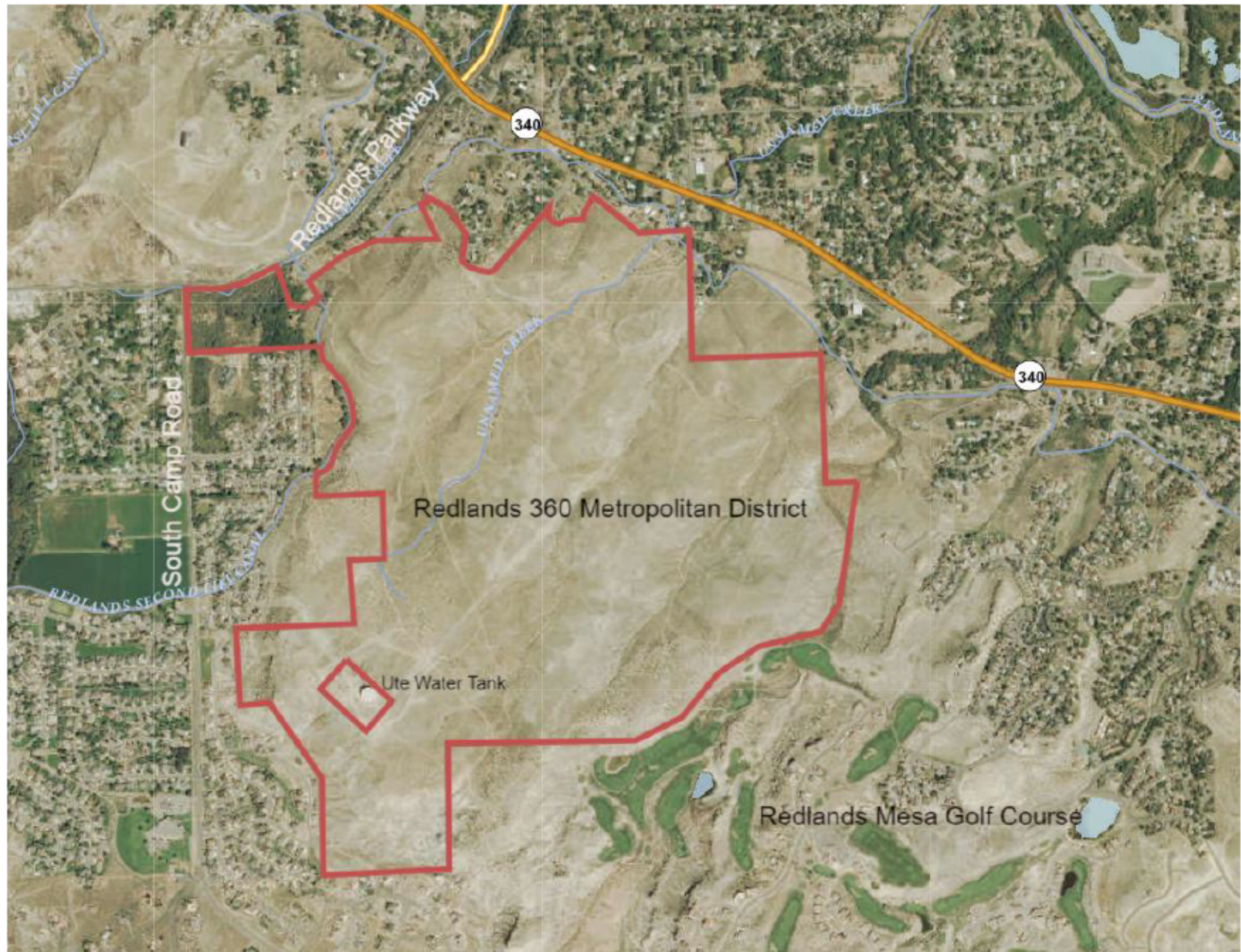
Condition 2: Approval and execution of an Intergovernmental Agreement (IGA) describing the improvements and responsibilities of the City of Grand Junction and the Redlands 360 Metropolitan Districts.

Attachments

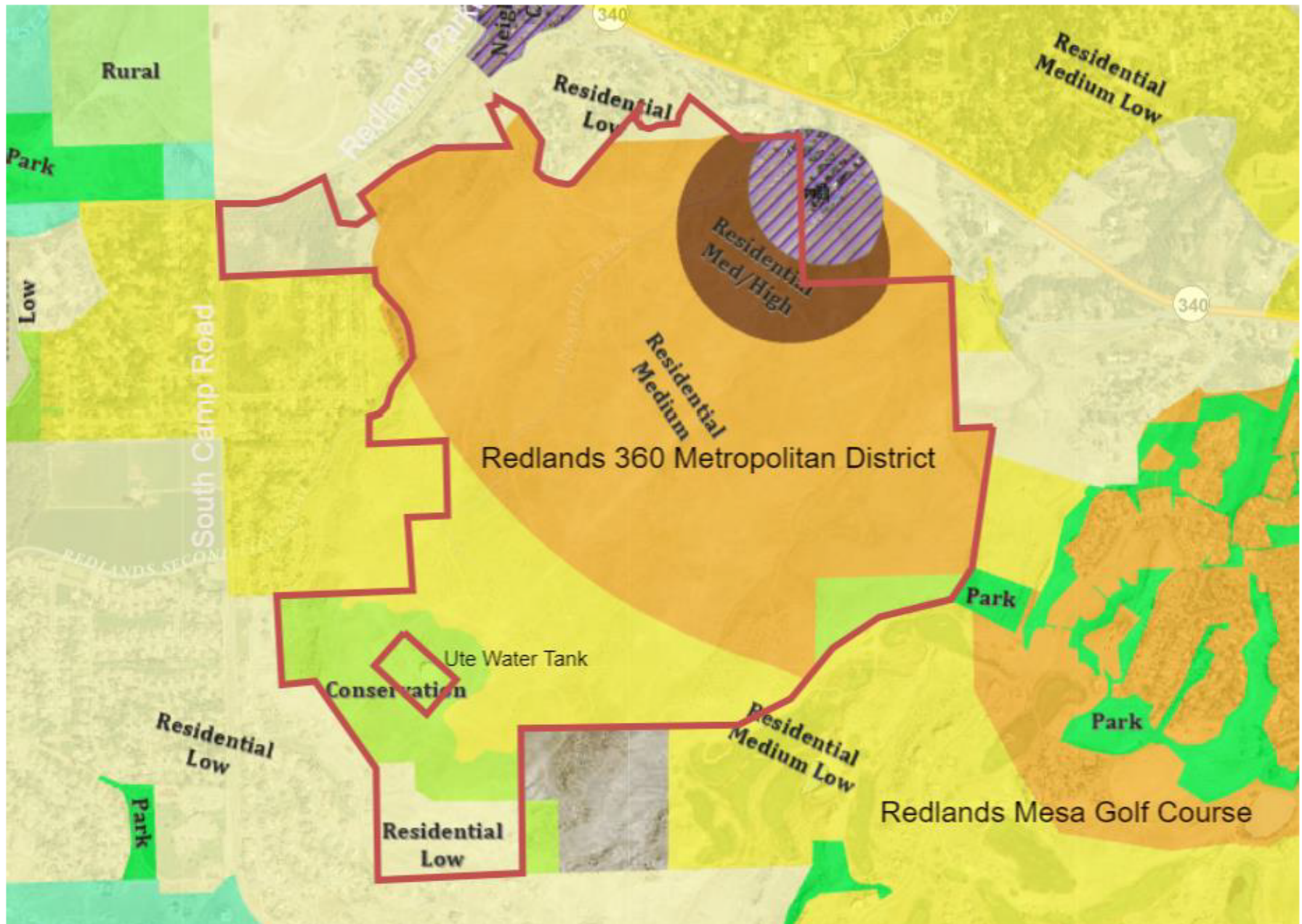
1. Redlands 360 Metropolitan District Maps
2. Exhibit A-1 District Boundaries Map

3. Exhibit B-1 - Phasing Map
4. Exhibit B - Concept Land Use Map
5. Petition for Approval of Service Plan
6. Notice of Filing to DOLA
7. Redlands 360 Special District Service Plan - Planning Commission Minutes -
2020 - May 26
8. Resolution
9. Exhibit 1 for Resolution - Redlands 360 Service Plan
10. Supplemental Documents

LOCATION MAP

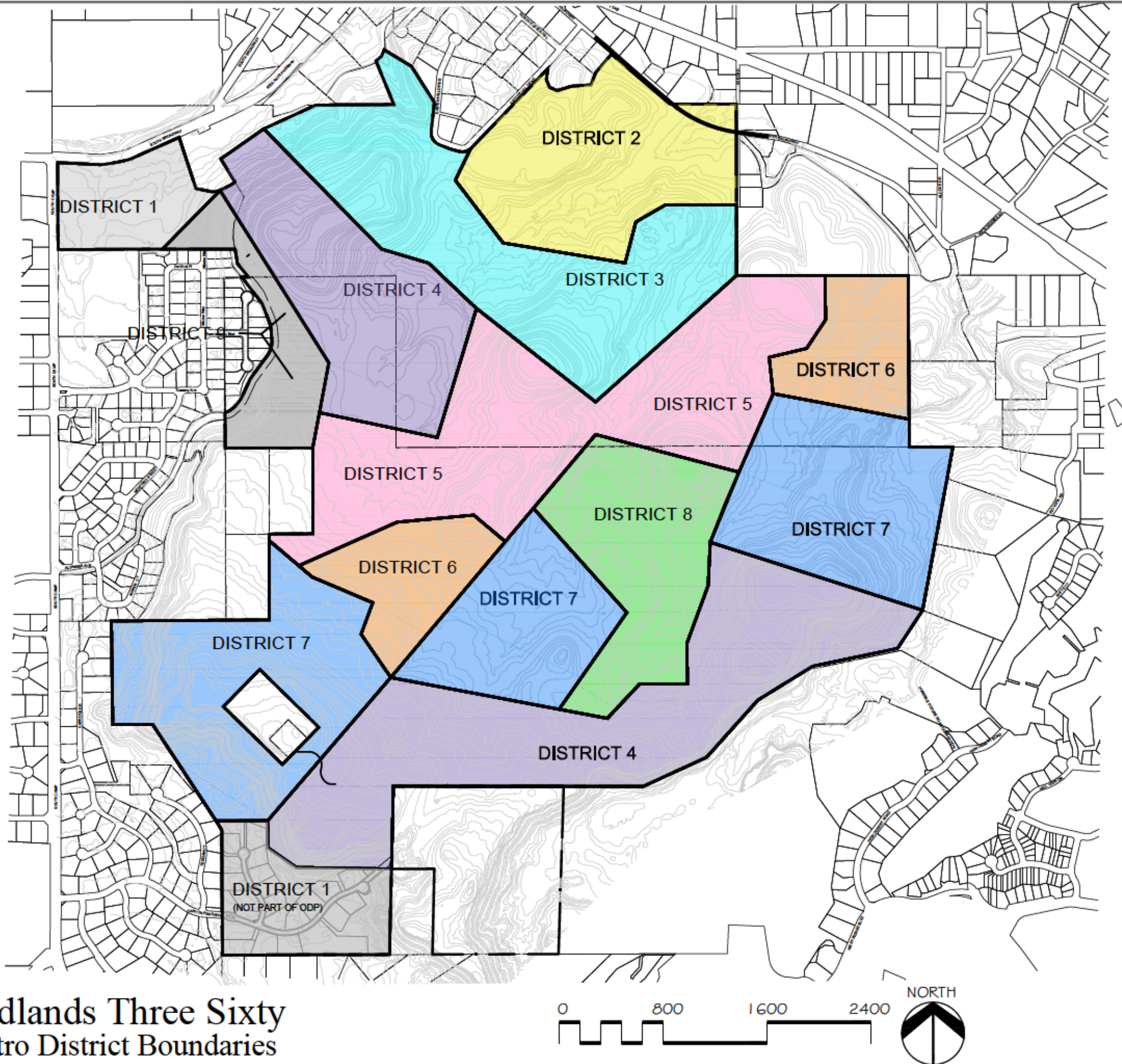


FUTURE LAND USE MAP



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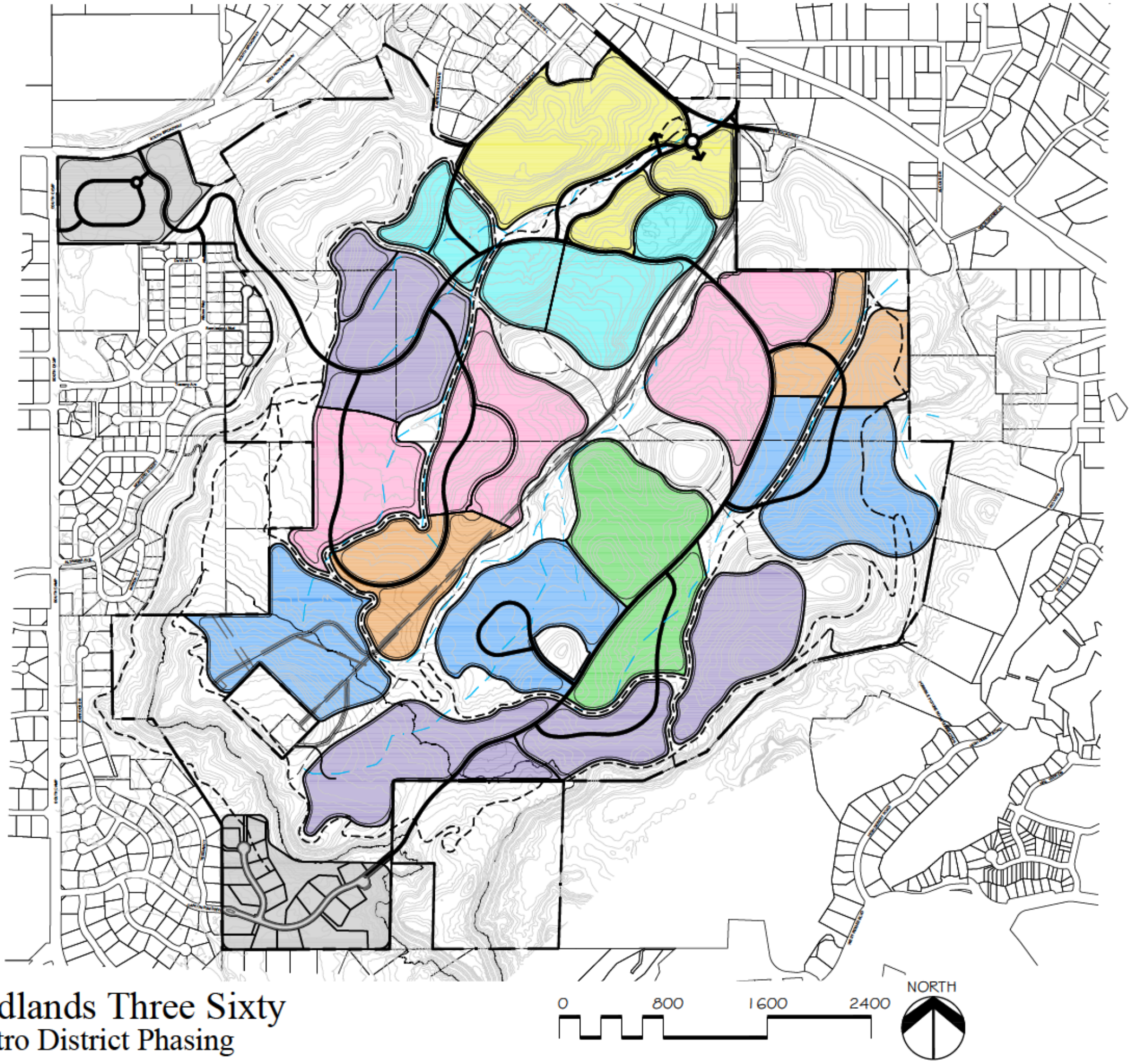
Exhibit A-1



- METRO DISTRICTS LEGEND**
- DISTRICT 1
 - DISTRICT 2
 - DISTRICT 3
 - DISTRICT 4
 - DISTRICT 5
 - DISTRICT 6
 - DISTRICT 7
 - DISTRICT 8
 - DISTRICT 9

Redlands Three Sixty
Metro District Boundaries

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Redlands Three Sixty
Metro District Phasing

Exhibit B-1

METRO DISTRICT PHASING LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- PHASE 5
- PHASE 6
- PHASE 7
- PHASE 8







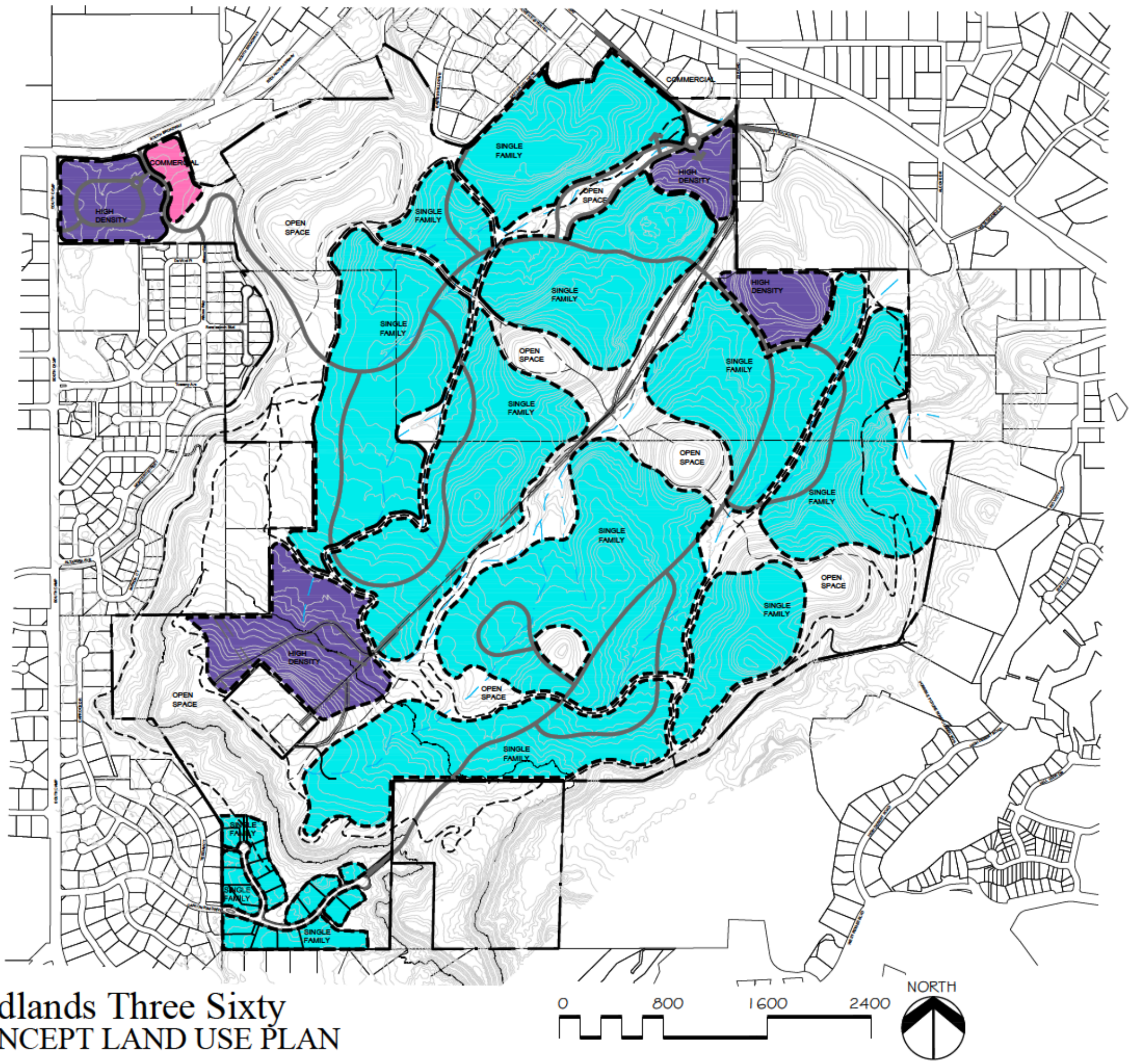
CIAVONNE, ROBERTS & ASSOCIATES, INC.
LAND PLANNING AND
LANDSCAPE ARCHITECTURE
222 N. 7TH STREET GRAND JUNCTION, CO 81501 www.ciaavonne.com
970-241-0745 (P) 970-241-0765 (FX)

S:\Projects\2019 job numbers\1912 - La Plata Com ODP Rezoning\1912 5-6-20.dwg, 5/11/2020 2:06:20 PM

Exhibit B

CONCEPT LAND USE LEGEND

	SINGLE FAMILY
	HIGH DENSITY/MULTI-FAMILY
	COMMERCIAL
	OPEN SPACE



Redlands Three Sixty
CONCEPT LAND USE PLAN



CIAVONNE, ROBERTS & ASSOCIATES, INC.
LAND PLANNING AND
LANDSCAPE ARCHITECTURE
222 N. 7TH STREET GRAND JUNCTION, CO 81501 www.ciaivonne.com
970-241-0743 (P) 970-241-0765 (FX)



Gregory K. Hoskin
Terrance L. Farina
Gregg K. Kampf
David A. Younger
David M. Scanga
Michael J. Russell
John T. Howe
Laurie A. Cahill
David M. Doderio
Andrew H. Teske
John P. Justus
Nicholas H. Gower
Kellianne Chamberlain
David A. Price
Tammy M. Eret
* L. Richard (Dick) Bratton
** William A. Hillhouse II
** Eliza F. Hillhouse
Michael H. Luedtke
Daniel F. Fitzgerald
Larry B. Beckner
Stephen K. Erkenbrack
Karoline M. Henning
John T. Pryzgoda
Brent A. Starnes

March 31, 2020

Ms. Kristen Ashbeck
City of Grand Junction
Community Development Department
250 North 5th Street
Grand Junction, CO 81501

Also Via email: ComDev@gjcity.org; kristena@gjcity.org

Re: Proposed Service Plan for Redlands 360 Metropolitan Districts Nos. 1-9

Dear Ms. Ashbeck:

Enclosed are (1) a Petition for Approval of Consolidated Service Plan for the Redlands 360 Metropolitan Districts Nos. 1-9, (2) the Consolidated Service Plan for the proposed Redlands 360 Metropolitan Districts Nos. 1-9, (3) the City of Grand Junction's form of Development Application that has been completed to the extent applicable or relevant to the Service Plan, and (4) a check for the Application Fee in the amount of \$600. The Plan is filed for consideration by the City of Grand Junction in accordance with section 32-1-204.5, C.R.S.

The proposed Districts will be organized to serve the needs of two new community developments to be known as the Redlands 360 Planned Development and the Canyon Rim 360 Rezone. A map and legal description of the proposed districts are attached to the Service Plan. Colorado statutes require the attached Service Plan be brought before the City Council for the City of Grand Junction for a public hearing regarding the Service Plan. We also understand that the City of Grand Junction may require review by its planning commission. If the City Council approves of the Service Plan a petition will be filed in the Mesa County District Court where a hearing will occur before the court on the formation of one or more of the proposed districts. If the court also approves of the Service Plan the matter of the formation of one or more of the proposed districts will be presented as a ballot question to the eligible electors of the proposed district at the November 3, 2020 general election. The election will be handled as a consolidated election.

* Gunnison
234 North Main Street, Suite 3A
Gunnison, Colorado 81230
telephone 970.641.4531
fax 970.641.4532

200 Grand Avenue, Suite 400
Post Office Box 40
Grand Junction, Colorado 81502
telephone 970.986.3400
fax 970.986.3401
★ www.hfak.com ★

** Denver
Post Office Box 27419
Denver, Colorado 80227
telephone 720.663.1940
fax 720.663.1941

Ms. Kristen Ashbeck
Page 2
March 31, 2020

Accordingly, we request, if possible, that the enclosed proposed Service Plan be presented to the City's Planning Commission within a month of this submittal, and subsequently to the City Council at its next scheduled public meeting to determine whether the service plan satisfies the requirements of sections 32-1-202(2) and 32-1-203(2), C.R.S.

If you have any questions regarding the above, please contact me. Thank you for your assistance and attention to this matter.

Sincerely,

HOSKIN FARINA & KAMPF
Professional Corporation



John P. Justus

JPJ:jjp
Enclosures (4)

PETITION FOR APPROVAL OF SERVICE PLAN

**IN RE THE ORGANIZATION OF REDLANDS 360 METROPOLITAN DISTRICTS
NOS. 1-9, MESA COUNTY, COLORADO**

TO: CITY COUNCIL, CITY OF GRAND JUNCTION, COLORADO

Pursuant to the provisions of Part 2 of the Special District Act, more particularly Sections 32-1-202, 32-1-204.5, and 32-1-207, C.R.S., the persons proposing the organization of the Redlands 360 Metropolitan Districts Nos. 1-9 in Mesa County, Colorado, to be located wholly within the boundaries of the City of Grand Junction, by their attorneys, Hoskin Farina & Kampf, PC, submit the Consolidated Service Plan of such Districts, and respectfully petition the City Council for the City of Grand Junction for a Resolution of Approval thereof and certain other preliminary actions relation thereto.

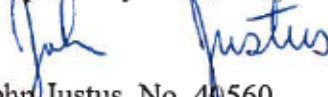
In support of this Petition, the Petitions state:

1. On or about March 31, 2020, there was filed with the Community Development Department of the City of Grand Junction the proposed Consolidated Service Plan for the proposed Redlands 360 Metropolitan Districts Nos. 1-9.

2. The Consolidated Service Plan fully complies with the provisions of Part 2 of the Special District Act, more particularly Sections 32-1-202(2) and 32-1-203(2), C.R.S.

WHEREFORE, the Petitioners request the City Council for the City of Grand Junction to enter such orders as may be necessary or proper preliminary to, and in connection with, a Resolution of Approval of the Consolidated Service Plan for the proposed Redlands 360 Metropolitan Districts Nos. 1-9.

Respectfully Submitted,



John Justus, No. 40560
Hoskin Farina & Kampf, P.C.
200 Grand Avenue, Fourth Floor
Grand Junction, Colorado 81501
(970) 986-3400
Attorneys for Redlands Three Sixty, LLC,
a Colorado limited liability company



NOTICE OF FILING OF SPECIAL DISTRICT SERVICE PLAN

Pursuant to CRS 32-1-202(1), the County Clerk and Recorder or Municipal Clerk shall notify the Division of Local Government within five days after the filing of a service plan for the formation of a new Special District. Please provide the information indicated and return this form to the Division of Local Government.

Petitioner Information

Redlands 360 Metropolitan Districts Nos. 1-9

April 23, 2020

Name of Proposed District

Metropolitan District

Filing Date

City of Grand Junction, CO
Wanda Winkelmann, City Clerk

Type of Proposed District

John Justus
Hoskin Farina & Kampf, P.C.

Approving Authority Receiving Plan

970-986-3400

Contact Person Filing Service Plan

Phone/Email

Hearing Information¹

City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501

Location of Hearing

6:00 p.m.

June 17, 2020

Time of Hearing

Date of Hearing

Wanda Winkelmann

Clerk Signature

April 23, 2020

Date

¹Pursuant to C.R.S. 32-1-202(1) the board of county commissioners shall provide written notice of the date, time, and location of the hearing on the service plan to the division. Hearing information may be provided when submitting this notice of filing of service plan if known.



[agenda item can be viewed at 3:44:51](#)

Consider a request by Redlands Three Sixty, LLC, a Colorado limited liability company for review and approval of a Consolidated Service Plan for the proposed Redlands 360 Metropolitan Districts Nos. 1-9. The Redlands 360 Planned Development project is proposed to be developed on approximately 624 acres south of the Redlands Parkway and Highway 340 intersection.

Commissioner Teske recused himself from this item.

Staff Presentation

Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Questions for Staff

Commissioner Reece asked a question regarding process and traffic studies.

Applicant's Presentation

John Justus, Hoskin Farina & Kampf, was present and available for questions.

Questions for Applicant

None.

Public Hearing

The public hearing was opened at 5 p.m. on Tuesday, May 19, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Tuesday, May 19, 2020 as described on the meeting notice as well as the agenda.

None.

The public hearing was closed at 9:49 p.m. on May 26, 2020.

Discussion

Commissioner Ehlers made a comment in support of the request.

Motion and Vote

Commissioner Gatseos made the following motion, "Madam Chairman, on the request for review and approval of the Consolidated Service Plan for Redlands 360 Metropolitan Districts Nos. 1-9, metropolitan districts intended to serve the proposed Redlands 360 and Canyon Rim 360 developments, SDS-2020-178, I move that the Planning Commission forward a recommendation of conditional approval with the following conditions:

Condition 1: Prior to the Consolidated Service Plan for Redlands 360 Metropolitan Districts Nos. 1-9 becoming effective, a Development Plan be reviewed and approved by the City. The Development Plan shall constitute approved zoning to Planned Development (PD) with an approved Outline Development Plan consistent with the Grand Junction Municipal Code and an approved Preliminary Plan consistent with the Grand Junction Municipal Code for the Canyon Rim 360 portion of the districts.

Condition 2: Approval and execution of an Intergovernmental Agreement (IGA) describing the improvements and responsibilities of the City of Grand Junction and the Redlands 360 Metropolitan Districts.”

Commissioner Susuras seconded the motion. The motion carried 6-0.

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. _____
A RESOLUTION APPROVING THE SERVICE PLAN FOR
THE REDLANDS 360 METROPOLITAN DISTRICTS NOS. 1-9

A. Pursuant to §32-1-204.5, C.R.S., as amended, a Consolidated Service Plan ("Service Plan") for the proposed Redlands 360 Metropolitan Districts Nos. 1-9 ("Districts") has been submitted to the City Council ("Council") of the City of Grand Junction, Colorado ("City"). A copy of the Service Plan including all exhibits is attached hereto as Exhibit "A".

B. Pursuant to the provisions of Title 32, Article 1, Colorado Revised Statutes (C.R.S.), as amended, and the Grand Junction Municipal Code ("GJMC") on May 20, 2020 the Council scheduled a public hearing on the Service Plan for June 17, 2020.

C. Notice of the hearing before the Council on June 17, 2020 was duly published in the *Daily Sentinel*, a newspaper of general circulation within the City, on May 20, 2020 (minimum 20 days prior to hearing), as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Department of Local Affairs, and the governing body of each municipality and Title 32 Special District that has levied *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District.

D. The Council has considered the Service Plan and all other testimony and evidence presented at the hearing.

E. The Council finds that the Service Plan shall be approved with the following conditions which shall be met prior to the Metropolitan Districts Nos. 1-9 Service Plan becoming effective and before the proposed Metropolitan Districts Nos. 1-9 may exercise the powers and authority described therein, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended:

1. A Development Plan for the property be reviewed and approved by the City. The Development Plan shall constitute approved zoning to Planned Development (PD) with an approved Outline Development Plan consistent with the Grand Junction Municipal Code for the Redlands 36 project and an approved Preliminary Plan consistent with the Grand Junction Municipal Code for the Canyon Rim 360 Project. This requirement shall not preclude the submission of a Petition for Organization pursuant to Section 32-1-301, or the conduct of the required court hearings and organizational election pursuant to Sections 32-1-305 and 32-1-305.5 for one or more of the proposed Metropolitan Districts.
2. An Intergovernmental Agreement (IGA) and such other agreements needed as acceptable to the City as each of the nine (9) districts are formed for the

performance of any services between the proposed District and the City that is to be attached to the Service Plan.

F. For purposes of this Resolution, the effective date is the date which the election results are accepted/certified by the Colorado Department of Local Affairs.

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

1. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the Service Plan for the Districts have been fulfilled and that notice of the hearing was given in the time and manner required by law.

2. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented:

(a) There is sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;

(b) The existing service in the area to be served by the proposed District is inadequate for present and projected needs;

(c) The proposed District is capable of providing economical and sufficient service to the area within the proposed boundaries; and

(d) The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

3. This Resolution shall be filed in the records of the City and a copy thereof submitted to the petitioners for the District for filing in the District Court of Mesa County, Colorado.

4. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

PASSED, ADOPTED AND APPROVED this 17th day of June 2020.

Duke Wortmann, Mayor

ATTEST:

Wanda Winkelmann, City Clerk

**CONSOLIDATED SERVICE PLAN FOR
REDLANDS 360 METROPOLITAN DISTRICTS NOS. 1-9**

Prepared by:

Hoskin Farina & Kampf, P.C.
200 Grand Avenue, Fourth Floor
Grand Junction, Colorado 81501

Dated May 11, 2020

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LIST OF EXHIBITS

EXHIBITS A-1 - A-4	Maps of Service Plan Boundaries and Districts
EXHIBIT B-1	Concept Land Use Map
EXHIBIT B-2	District and Project Phasing Map
EXHIBIT C	District Overlay Map
EXHIBITS D.1 - D.14	Legal Descriptions for Districts 1 - 9
EXHIBIT E	Form of Intergovernmental Agreement with the City
EXHIBIT F	Overview of Districts' Financial Plan
EXHIBITS G-1 - G-5	Preliminary Surveys for Public Improvements
EXHIBIT H	Form of Disclosure to Purchasers of Property within the Districts

ARTICLE I - INTRODUCTION

A. General Overview.

This Consolidated Service Plan ("Service Plan") for the Redlands 360 Metropolitan Districts Nos. 1-9 (individually referred to as "District" or collectively referred to as "Districts") constitutes a combined service plan for nine (9) proposed Title 32 metropolitan districts within the boundaries of the City of Grand Junction ("City"). The proposed Districts will be organized to serve the needs of new community development to be known as the Redlands 360 Planned Development and the Canyon Rim 360 Subdivision referred to as the "Project." The Project will be coordinated by the 'Developer,' Redlands Three Sixty, LLC, a Colorado limited liability company. The Districts are intended to be independent units of local government, separate and distinct from the City. Except as may otherwise be provided for by State or local law or this Service Plan, the activities of the Districts are subject to review by the City only insofar as they may deviate in a material manner from the provisions of this Service Plan.

The property to be included within the proposed Districts consists of approximately 624 acres of land within the boundary of the Project ("Service Plan Boundaries"). Maps illustrating the Districts and the Service Plan Boundaries are attached as **Exhibits A-1 through A-4**. The properties within each of the proposed Districts shall be subject to the ordinances, rules and regulations of the City and this Service Plan shall not be interpreted as representing approval by the City of any alteration or amendment to the City's ordinances, rules and regulations. Properties within the Service Plan Boundaries are subject to the City's current and future ad valorem property taxes, sales taxes, rates, fees, tolls and charges.

The Project is in the process of obtaining Planned Development Zone approval from the City. A Planned Development Zone requires an Ordinance from the City that is specific to the Project and referenced to a required Outline Development Plan. Attached as **Exhibit B** is a map of the Proposed Redlands 360 Planned Development ("Concept Land Use Map") which reflects what is also being submitted by the Developer as the Outline Development Plan and **Exhibit B.1** which is a map that illustrates the intent to construct the Project in eight (8) phases, and that each District will correspond with a specific development phase of the Project, or in the case of District No. 9, with park, trail, and open space lands. The final composition and phasing of the Project are subject to separate City approval under its land use and zoning process. The Service Plan will be conditionally approved subject to the City's final approval of the Planned Development Zone, and the incorporated Outline Development Plan. Attached as **Exhibit C** is a map illustrating the District Overlay for District Nos. 1 through 9 over the Concept Land Use Map (the "District Overlay Map"). Attached as **Exhibits D.1 through D.14** are individual legal descriptions for the boundaries of the lands that will comprise District Nos. 1 through 9.

The total combined area within the Service Plan Boundaries is expected to be developed in phases as shown on the Concept Land Use Map. The Project includes residential and commercial development, parks and open spaces. Certain assumptions are made in this Service Plan regarding the number and type of residential units as well as the size and location of commercial development. The actual composition and distribution of development shall be reflected in subsequent site development approvals issued by the City and nothing in this Service Plan shall be construed as the City granting prior approval for site development. Modifications to this Service Plan shall not be required to accommodate changes to the Project under the City's site development approvals. The Concept Land Use Map is attached for conceptual purposes only and is appended for completeness of these references. The inclusion of the Concept Land Use Maps in this Service Plan does not constitute City land use and development approval of any or all aspects of the Project.

The primary purpose of the proposed Districts is to fund the construction of public improvements including public sanitary sewer and wastewater systems, domestic water supply systems, storm drainage facilities, streets and roadway right of ways, traffic and safety facilities, landscaping and associated irrigation, walls & fences, parks, trails, and recreation facilities and such other public improvements approved by the City for the development of the Project (collectively referred to as the "Public Improvements"). The expected quantities and costs of constructing the Public Improvements are set forth in the Financial Plan for the Districts. Certain Public Improvements will be dedicated by the Developer, and or the Districts, to the City, Ute Water Conservancy District ("Ute Water"), or other jurisdictions, for the use and benefit of the general public. At the discretion of the Boards of the Districts, some Public Improvements may be dedicated to, or retained by, the Districts. All Public Improvements shall be designed and constructed in accordance with development plans approved by the City, Ute Water, or other jurisdictions. Preliminary engineering surveys for the Public Improvements are included in **Exhibits G-1 through G-5**.

The proposed Districts are organized to serve as a financing method by which development can occur within the City in such a way as to eliminate economic risk to the City, provide economic benefits to property owners, and place the risk of development on property developers. The Financial Plan for the Districts has been designed to assure that at no time will the City have any legal responsibility for any of the Districts' obligations and to assure that the risk of development remains with the Developer until a sufficient tax base has been achieved to pay the Districts' Debt through mill levy assessments. Mill levy assessments will be imposed only on properties within the boundaries of the Districts.

This Service Plan has been prepared with sufficient flexibility to enable the Districts to finance or contribute to the costs of the design and construction of the Public Improvements under evolving circumstances and to meet the needs of the Project and the community. The Service Plan assumptions generally reflect anticipated Developer development in accordance with the Concept Land Use Map, and the Financial Plan for the Districts is sufficiently flexible to enable the Districts to provide funding for the necessary Public Improvements without the

need for repeated amendment(s) of the Service Plan. Modification of the proposed configuration of Public Improvements, scheduling of construction of such improvements, as well as the locations and dimensions of various Public Improvements shall be permitted to accommodate development needs consistent with zoning and future development approvals for the Project and without the necessity of modifying the Service Plan.

Public Improvements will be constructed by the Developer, and or the District, to provide public services necessary within the Service Plan Boundaries. This Service Plan addresses the financing of all Public Improvements constructed (by the Developer and or the District) through the Districts and establishes how the Districts will work cooperatively with each other, the Developer, and with the City, Ute Water, or other jurisdictions, to finance the design and construction of the necessary Public Improvements. All Exhibits referenced in this narrative are attached to and incorporated by reference into this Service Plan.

B. Definitions.

1. “**Act**” is Section 32-1-101, *et seq.*, C.R.S., as amended from time to time.
2. “**Approved Development Plan**” is the Outline Development Plan (“ODP”) referenced to the Planned Development Zone for the Project and other more detailed land use approvals established by the City for identifying, among other things, Public Improvements necessary for facilitating the development of property within the Service Plan Boundaries as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.
3. “**Board**” means the board of directors of one of the Districts.
4. “**Bond, Bonds, or Debt**” means bonds or other obligations for the payment of which any District has promised to impose an ad valorem property tax mill levy.
5. “**City Code**” is the City Code of the City of Grand Junction, Colorado.
6. “**City**” is the City of Grand Junction, Colorado.
7. “**Concept Land Use Map**” is the map illustrating the approximately 624 acres of land comprising the Project, attached as **Exhibit B**, which shows the intent of the Developer to construct the Project. The Concept Land Use Map is a preliminary depiction of the anticipated Outline Development Plan to be submitted to the City subsequent to this Service Plan.
8. “**Debt**” means any bond, note debenture, contract or other multiple-year financial obligation of a District which is payable in whole or in part from, or which constitutes a lien or encumbrance on the proceeds of ad valorem property tax imposed by a District.

9. **“Developer”** means Redlands Three Sixty, LLC, a Colorado limited liability company, and its successors and assigns to the Project, and any vested development rights or approvals thereto.

10. **“District Overlay Map”** is the map attached as **Exhibit C** to this Service Plan illustrating the District Overlay for the District over the Concept Land Use Map consistent with the legal descriptions for the Districts provided as **Exhibits D.1 through D.14** to this Service Plan.

11. **“District” or “Districts”** means any one or all of the Redlands 360 Metropolitan Districts Nos. 1-9, inclusive, contemplated by the Service Plan. Maps illustrating the Districts are attached as **Exhibits A-1 through A-4** to this Service Plan.

12. **“External Financial Advisor”** is a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or other individual listed as a public finance advisor in the Bond Buyer’s Municipal Market Place; and (3) is not an officer of the District.

13. **“Fees”** are any fee imposed by the District for service, programs or facilities provided by the District, as described in Art. II. B.ii, and in Art. III.A &D below.

14. **“Financial Plan for the Districts”** is the financial plan described in Art. III which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) the estimated operating revenue derived from property taxes for the first budget year.

15. **“Intergovernmental Agreement”** means the intergovernmental agreement between each District and the City, the form for which is attached as **Exhibit E**, to be approved by the Board for each District within 90 days of the date of organization.

16. **“Master IGA”** will be a binding intergovernmental agreement among the Districts which allocates and further refines the powers and authority of each of the Districts and their implementation by the Districts, as limited by the Act and this Service Plan.

17. **“Maximum Debt Mill Levy”** is the maximum mill levy any of the Districts is permitted to impose for payment of Debt as set forth in Art. III.C below.

18. **“Project”** means the development and property commonly referred to as the Redlands 360 Planned Development and the Canyon Rim 360 Subdivision that will be coordinated by the Developer within the lands illustrated on the Concept Land Use Map. Development of the Project, and its phases, will be subject to the Approved Development Plan.

19. **“Public Improvements”** means public sanitary sewer and wastewater systems, domestic water supply systems, storm drainage facilities, streets and roadways, traffic and safety facilities, landscaping and irrigation, trails, walls & fences, parks and recreation facilities and such other public improvements approved by the City for the development of the Project.

20. **“Service Plan Boundaries”** is the perimeter boundary of the approximately 624 acres of land within the Project. The map attached as **Exhibit A-1** illustrates the Service Plan Boundaries.

21. **“Service Plan”** the consolidated service plan for the Districts approved by the City Council for the City in accordance with C.R.S. § 32-1-204.5.

22. **“State”** means the State of Colorado.

C. Multiple District Structure.

This Service Plan is submitted, and the Districts are being or will be formed pursuant to the requirements of the Act. Use of a Consolidated Service Plan for the Districts assures coordination of the powers and authorities of the independent Districts and will help avoid confusion regarding the separate, but coordinated, purposes of the Districts which could arise if separate service plans were used. Unless otherwise specifically noted, general provisions of this Service Plan apply to all nine (9) Districts. Where necessary, references will be made to individual Districts to distinguish the powers and authorities of each District.

The Districts collectively will undertake the financing of the design and construction of Public Improvements, some of which will be conveyed to the City, Ute Water, other governmental entities, or may be dedicated to, or retained by, the Districts for maintenance and operation. Each District will operate separately but will be part of a coordinated plan for the Service Plan Boundaries. It is the goal of the Districts to spread the costs of the Public Improvements of the entire Service Plan Boundaries equitably among all Districts, which will be reflected as a reasonably uniform mill levy and fee structure through coordinated planning and financing for public infrastructure improvements.

The Financial Plan for the Districts discussed in Section III of this Service Plan is a preliminary plan for all Districts and is intended to be read as a unified Financial Plan for the Districts for financing, all or in part, the construction of all Public Improvements within the Service Plan Boundaries. The initial boundaries of each District are intended to change through future inclusions and exclusions as provided in this Service Plan. The Project is proposed to be developed in eight (8) phases as reflected on the Concept Land Use Map; however, changes to the Concept Land Use Map based on the City approved Outline Development Plan, including changes in the number and configuration of phases, and subject to how the Project progresses, shall not require a modification to this Service Plan. As development progresses

within each District, Bonds will be issued to pay for Public Improvement costs as the Districts build out with sufficient assessed values to support payment of Debt.

D. Benefits of Multiple District Structure.

The multiple district structure offers significant benefits to the City, the Project and future property owners. Those benefits include: (a) coordinated financing, administration of obligations and responsibilities, and operation and maintenance of Public Improvements in a fashion that supports the orderly growth within the Service Plan Boundaries; (b) avoiding the premature issuance of Debt; (c) creating a means for the fair and equitable allocation of costs of development of Public Improvements across the Districts; and (d) assure compliance with State laws regarding taxation in a manner which permits obtaining benefits of issuing tax exempt financing at low interest rates. These benefits are addressed further below.

1. Coordinated Services. Development of the Project will proceed in several phases, each of which requires the extension of Public Improvements. The multiple district structure assures that the financing of construction and operations of the Public Improvements within each District is administered in accordance with a long-term financing and operations program. This is consistent with “best practices” in the development industry involving projects with long-term development horizons. This Service Plan contemplates coordination among the Districts to facilitate growth within each District and for management of operations.

2. Avoids Premature Debt Issuance. The multiple district structure helps assure that Public Improvements needed for future build-out within the Districts will be provided when they are needed and when the Districts can support those improvements. Projects that do not utilize multiple districts may be motivated to issue Debt prematurely because the prospect of loss of control over decision making exists.

3. Equitable Debt Allocation. Allocation of the responsibility for paying Debt for Public Improvements will continue to be managed through development of a unified Financial Plan for the Districts and through development of an integrated operating plan for long-term operations and maintenance. The Districts will coordinate to manage these functions to assure that no District within the Service Plan Boundaries becomes obligated for more than its share of the costs of the design and construction of Public Improvements and their operations. Low-density areas will not bear a disproportionate burden of Debt and operating costs, nor will high valued areas bear disproportionate burdens. Intergovernmental agreements among the Districts will assure that mill levy rates remain generally consistent throughout the Service Plan Boundaries.

4. Initial Boundaries/Expansions. In order to implement the multiple district structure, the boundaries of the Districts are intended to change as development occurs. At the time of submittal of this Service Plan the Developer either owns the property to be included within the Service Plan Boundaries and the proposed Districts, or has entered into a joint

venture agreement with Grand Junction Land Company, a Colorado limited liability company, the owner of the remaining property to be included within the Service Plan Boundaries and the proposed Districts. District No. 1 initially coincides with Phase 1 of the Project. Depending on absorption time in Phase 1, additional properties may be included by petition within District No. 1, after completing an exclusion process from an adjacent District. The same holds true for the inclusion or exclusion of properties from all Districts, and allows some flexibility based on absorption.

Due to the long-term nature of the Project, the need to respond to development patterns and the pace of growth and to accommodate future financing dynamics, adjustments to the Districts' boundaries may occur from time to time. Therefore, the Districts shall be permitted to make boundary adjustments among the Districts as their governing Boards deem necessary. Any inclusion or exclusion of property made in compliance with this Service Plan shall not constitute a material modification of the Service Plan. No properties outside of the Service Plan Boundaries will be included within any District unless specifically approved by the City. All changes in District boundaries must be made in compliance with the Act.

5. Future Consolidation or Dissolution of Districts. As development occurs the Boards for certain Districts may determine that certain Districts should be consolidated or even dissolved depending on the needs of the Project and/or the Districts. Notice of intent to consolidate or dissolve shall be tendered to the City for review to determine if the purposes for which the Districts were created have been accomplished. The Districts shall file petitions in the Mesa County District Court for consolidation or dissolution in accordance with the Act. In no event shall dissolution occur until the Districts have provided for the payment or discharge of all outstanding indebtedness or other financial obligations as required by State statutes.

Following completion of construction of the Public Improvements by the Districts, the District will either transfer and dedicate assets and Public Improvements to the City, Ute Water, or other governmental entities, or retain them for operation and maintenance. For Public Improvements installed by the Developer, the Developer will either transfer and dedicate assets and Public Improvements to the City, Ute Water, or other governmental entities, or to the Districts. As a part of any such transfers to the City, Ute Water or other governmental entities, the Districts will assure the repayment or discharge of all of the Districts' outstanding indebtedness and other financial obligations as required by statute. The transfer of assets will include agreements for the assignment or assumption of operating and maintenance responsibilities. The process for the consolidation or dissolution of Districts will be as provided in the Act.

E. Existing Services.

No existing public entities in the vicinity of the Service Plan Boundaries have the intent, ability or desire to undertake the financing of the design and construction of the Public

Improvements needed for the Project. Consequently, use of new Districts is deemed necessary for the construction of such improvements.

The approximately 624 acres within the Service Plan Boundaries overlap or adjoin the following public entities: Colorado River Water Conservancy District, Mesa County, the City, Grand Junction Rural Fire Protection District, Grand River Mosquito Control District, Library District, Mesa County Valley School District #51 and Ute Water (the “Overlapping Districts”). The Project will utilize the services of some or all of these Overlapping Districts, but the Districts will not compete with their operations. It will not be necessary for the Districts to enter into Intergovernmental Agreements with any of Overlapping Districts except for the City of Grand Junction. A draft Intergovernmental Agreement with the City is attached as **Exhibit E**.

None of the Overlapping Districts are authorized or are being asked to provide financing for the construction of Public Improvements within the Districts. Further, the Districts do not plan to provide any services that the Overlapping Districts otherwise provide within the boundaries of the Districts. Therefore, compliance with the provisions of § 32-1-107(3)(b)(III), C.R.S., relating to the Overlapping Districts will be satisfied. In accordance with § 32-1-107(3)(b)(IV), C.R.S., the Districts shall not duplicate the services provided by the Overlapping Districts, except as may be consented to and approved by the governing boards of the Overlapping Districts.

F. 2019 Certified Assessed Valuation.

The 2019 certified assessed valuation of all taxable property within the Service Plan Boundary is \$522,890.00.

G. Contents of Service Plan.

This Service Plan contains a preliminary financial analysis and preliminary capital plan showing how Public Improvements for the Project are expected to be provided and how they will to be operated, managed and financed by the Districts. Numerous items are included in this Service Plan in order to satisfy the requirements of § 32-1-203(2), C.R.S., for the formation of special districts, which factors are summarized in Article V. This Service Plan satisfies each of the statutory requirements. The assumptions contained in this Service Plan were derived from a variety of sources. Information regarding the present status of property within the Service Plan Boundaries, as well as the current status and projected future level of similar services was obtained from the Developer. Capital projections for Public Improvements and the Financial Plan for the Districts are provided by RBC Capital Markets, LLC. Legal advice in the preparation of this Service Plan and formation of the Districts is provided by the law firm of Hoskin Farina & Kampf, P.C.

H. Modification of Service Plan.

This Service Plan has been designed with sufficient flexibility to enable the Districts to provide financing for required Public Improvements for the Project under evolving circumstances without the need for numerous amendments. Modification of the types of Public Improvements, as well as changes in proposed configurations, locations, dimensions of facilities and improvements shall be permitted to accommodate development needs consistent with City zoning and planning for the Project.

ARTICLE II - NEED FOR NEW DISTRICTS AND GENERAL POWERS

A. Need for Metropolitan Districts.

In order to establish compliance with the standards for Service Plan approval set forth in § 32-1-203(1), C.R.S., the following information is presented:

1. There is Sufficient Existing and Projected Need for Organized Service. The Financial Plan for the Districts projects a total of 1,516 single family residential units, 150 multi-family units and approximately 30,000 square feet of commercial uses, as well as various parks, trails, open spaces, and amenities. The population at build-out is estimated to be approximately 3,815 persons based on the average number of persons (2.29) per household in the City. The demand for the financing of Public Improvements to be provided by the Districts is demonstrable.

2. The Existing Service is Inadequate for Present and Projected Needs. The Service Plan Boundaries are currently vacant and undeveloped land. Although utilities and public roads are adjacent to or close to the Project, no on-site improvements exist. Furthermore, certain off-site public improvements will be required as a part of the Project. The Public Improvements to be financed, all or in part, by the Districts will not be provided by Mesa County, the City or other municipal or quasi-municipal corporations, or existing special districts. Neither the City nor any existing special district plans to provide the Public Improvements required for the development of the Project. Therefore, provision of financing Public Improvements will not be made available through other institutions.

3. Districts will Provide Needed Infrastructure. The Districts are necessary to provide the most economical and efficient means of financing the design, construction, ownership and operation of essential improvements to serve future development within the Districts. The Financial Plan for the Districts demonstrates the feasibility of providing the proposed Public Improvements' financing and the ability to discharge the proposed indebtedness on a reasonable basis. The formation of the Districts will facilitate the financing of the proposed Public Improvements as the Districts will have access to tax-exempt financing that is not available to private entities.

4. New Districts are in the Best Interests of the Project and Future Residents and Property Owners. The matters described in items 1 through 3 of this Section establish that the creation of the Districts is in the best interests of the area to be served, in that they establish a demand for public improvements that otherwise will not be provided by other governmental entities, and they offer the advantage of obtaining tax-exempt financing to fund the Public Improvements. In addition, the use of a multiple district structure is beneficial as it permits: (a) the phasing of financing of improvements to occur according to logical development modules, resulting in a more specific association of cost with benefit and less incentive to initiate Public Improvements programs too far in advance of development; (b) the ability to arrange for financing of Public Improvements in a manner that will conform to the approved and phased development plans associated with the Project, thus permitting development of the Project in accordance with City expectations; and (c) maintenance of a reasonably uniform mill levy and fee structure through coordinated planning and financing for infrastructure construction.

B. General Powers of Districts.

1. Powers. Each District will have the power and authority to provide and pay for the Public Improvements described in this Service Plan both inside and outside of their boundaries in accordance with State law. The powers and authorities of each District will be allocated and further refined in a “Master IGA” among the Districts. For purposes of the Special District Control Act (§ 32-1-201, *et seq.*, C.R.S.), entering into the Master IGA shall not require an amendment of this Service Plan. The Master IGA will constitute a binding agreement among the Districts regarding implementation of the powers contained in this Service Plan. The Master IGA will permit only those powers and authorities authorized by the Act and this Service Plan, including, but not limited to:

i. Operations and Maintenance Limitation. The Districts may plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. It is not the District’s intention to own any Public Improvements that are of the type that would normally be dedicated to the City or Ute Water. The Districts shall dedicate the Public Improvements to the appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City, Ute Water, or other governmental entity, and applicable provisions of the City Code.

ii. Conveyance of Improvements. Public Improvements not conveyed to or accepted by the City, Ute Water, or other governmental entities as appropriate, will be conveyed by the Developer to the Districts and/or retained by the Districts. During the period the Districts operate such facilities, revenue to pay the expenses of operations and maintenance may be obtained from mill levy assessments, or from rates, fees, tolls and charges legally imposed by the Districts. User fees for recreational facilities may be different for residents of the Districts than for outside/non-resident users per Special

District State statutes. Approval of this Service Plan by the City constitutes the City's agreement that the Districts may perform these functions.

iii. **Acquisition of Land for Public Improvements and Easements.** The Developer and/or the Districts shall acquire by deed, easement, or plat dedication all real property interests required for construction and maintenance of Public Improvements to be conveyed to the City, Ute Water, or other governmental entities. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed a material modification of this Service Plan.

iv. **Construction Standards Limitation.** The Districts will ensure that the Public Improvements are designed and constructed, either by the Districts or the Developer, in accordance with the standards and specifications of the City or other governmental entities having proper jurisdiction, including, but not limited to, Ute Water. The Districts and the Developer will obtain the City's or Ute Water's approval of civil engineering plans and will obtain applicable permits, bonds, and financial guarantees for construction and installation of Public Improvements prior to performing such work.

v. **Privately Placed Debt Limit.** Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the Consolidated Service Plan for Redlands 360 Metropolitan Districts Nos. 1-9.

We [I] certify that (1) the net effective interest rate (calculated as defined in § 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

vi. **Inclusion Limitation.** The Districts shall not include within their boundaries any property outside the Service Plan Boundaries without the prior written consent of the City.

vii. **Total Debt Issuance Limitation.** The Districts shall not issue Debt in excess of \$60,000,000.

viii. **Financial Payments from Other Governments/Sources.** The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, Department of Local Affairs, or other funds or grants available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an Intergovernmental Agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without limitation.

ix. **Consolidation Limitation.** The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City; provided, however, consolidation among the Districts shall not require City approval as this Service Plan contemplates such consolidations may exist.

x. **Bankruptcy Limitation.** All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, have been established under the authority of the City to approve a Service Plan with conditions, pursuant to § 32-1-204.5, C.R.S. It is expressly intended that these limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan amendment;

b. are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 9434(b)(6); and

c. any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy, shall be deemed a material modification of this Service Plan pursuant to § 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

xi. **Service Plan Amendment Requirement.** This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required Public Improvements financing and services under evolving circumstances without the need for numerous amendments. While the assumptions on which this Service Plan are generally based are reflective of a preliminary Outline Development Plan for the property within the Service Plan Boundaries, the cost estimates and Financing Plan are sufficiently flexible to enable the Districts to provide the necessary services and facilities without the need to amend this Service Plan as development plans change.

Modification of the general types of services and facilities, and changes of proposed configurations, locations, or dimensions of various facilities and improvements shall be permitted to accommodate development needs consistent with then-current Approved Development Plans for the lands within the Service Plan Boundaries. Actions of a District which violate the limitations in this Service Plan and/or an Intergovernmental Agreement with the City shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available at law or in equity under State and local law against the District in violation.

xii. **Special Improvement Districts.** Pursuant to § 32-1-1101(1)(f)(I), C.R.S., and § 32-1-1101.7, C.R.S. (the “SID Statute”), the Districts are authorized to establish special improvement districts within their boundaries to assess property, and to undertake all activities set forth in the SID Statute, as it may be amended from time to time. The exercise of any such powers and authorities shall not be deemed a material modification of this Service Plan.

xiii. **Additional Services.** In addition to the other powers and limitations of the District set forth in this Service Plan, the Districts shall have the authority to, but shall not be obligated to, provide any services and exercise such powers as are expressly or impliedly granted by Colorado law, including the power of covenant enforcement, design review and those powers enumerated in §§ 32-1-1101 and 32-1-1101.7.

2. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of each District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from proposed zoning on the property within the Service Plan Boundaries, such costs are not anticipated to exceed \$83,000,000. Preliminary engineering surveys are attached as **Exhibits G-1 through G-5**.

The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in their discretion. All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City or other governmental entities having proper jurisdiction, including, but not limited to, Ute Water, and shall be in accordance with the requirements of the Approved Development Plan for each phase of the Project. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the City’s requirements, and construction scheduling may require. Upon approval of this Service Plan,

the Districts will continue to develop and refine cost estimates contained herein and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and/or construction. All construction cost estimates assume construction to applicable local, State or federal requirements.

3. Regional Improvements.

The Districts are authorized to coordinate with the City for the planning, construction, design, acquisition, installation, relocation and/or redevelopment of improvements located outside of the Service Plan Boundaries determined by the City as being necessary to provide service(s) to the Project, but also providing service to properties within the City that are not within the Project ("Regional Improvements"). The Districts are also authorized to contribute a portion of the capital costs and/or operation and maintenance costs of Regional Improvements in amounts as will be agreed upon and set forth in an Intergovernmental Agreement to be entered into between the Districts and the City. Such Intergovernmental Agreement will be separate and distinct from the Intergovernmental Agreement which is attached as **Exhibit E**. The Districts shall fund their contributions to the Regional Improvements from Bond proceeds or other sources.

ARTICLE III - FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of Public Improvements from their revenues and by and through proceeds of Debt to be issued by the Districts. Each District shall issue such Debt as it can reasonably pay from revenues derived from the Maximum Debt Mill Levy approved by the eligible electors of each District and other legally available revenues. The total Debt that all Districts shall be permitted to issue shall not exceed \$60,000,000 and shall be permitted to be issued on a schedule and in such year or years as each District determines shall meet the needs of the Financial Plan for the Districts and shall be phased to serve development as it occurs. All Bonds and other Debt issued by a District may be payable from any and all legally available revenues of a District including general *ad valorem* taxes to be imposed upon all taxable property within a District. Each District may rely upon various other revenue sources authorized by law, including the power to assess fees, rates, tolls, penalties, or charges as provided in § 32-1-1001(1), C.R.S. The costs for payment of Public Improvements shall be spread equitably among the Districts, which will be reflected as a reasonably uniform mill levy and fee structure between the Districts. An overview of the Financial Plan for the Districts, as well as proposed indebtedness schedules of the Districts, is attached as **Exhibit F**.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy each District is permitted to impose upon the taxable property within each District for payment of Debt, and shall be determined as follows:

1. **Excess of 50% of Assessed Value.** For any portion of the District’s aggregate Debt which exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in (2) below, adjusted to account for changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement. The mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2021, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. **Debt Equal to or Less Than 50% of Assessed Value.** For any portion of a District’s aggregate Debt which is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. **Pledge of Mill Levy.** For purposes of the foregoing, once Debt has been determined to be within section (2) above so that a District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of § 32-1-1101, C.R.S., and all other requirements of State law.

4. **Maximum Mill Levy for Payment of Debt.** The foregoing notwithstanding, the maximum mill levy a District can impose for payment of Debt shall be fifty (50) mills;

provided, however, that if the method of calculating assessed valuation is changed after the date of approval of this Service Plan, the mill levy limitation may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

5. Payment of Interest to Developer.

i. The issuance of Debt to the organizers of the Districts or their affiliates may permit interest to accrue on the total unpaid amount, such interest to be paid according to such terms as may be established but without compounding. An individual District shall not impose a levy for repayment of Debt (or use the proceeds of any mill levy for repayment of Debt) to the Developer or its affiliates, on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy. Notwithstanding any other provision hereof, such Debt referred to in the preceding sentence shall be deemed to be discharged at such time as the mill levy is suspended at the end of the 40-year period.

ii. The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of each District's organization and initial operations, is part of the estimated cost of Public Improvements, which will be eligible for reimbursement from Debt proceeds. Additionally, if the Developer constructs the Public Improvements and conveys them to the District(s) in return for a reimbursement obligation from the District, prior to making such reimbursement for such amounts, the District(s) must receive the report of an independent engineer or accountant confirming that the amount of the reimbursement is reasonable.

D. Debt Repayment Sources.

Each District may impose a mill levy on taxable property within its boundaries as a source of revenue for repayment of Debt and for operations and maintenance. Each District may also rely upon various other revenue sources authorized by law. At a District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in § 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the Debt service mill levy in the District exceed the Maximum Debt Mill Levy.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District. Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

Districts shall not pledge any revenue or property of the City as security for the Debt set forth in this Service Plan. Approval of this Service Plan shall not be a guarantee by the City of payment of any District obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by a District in the payment of any such obligation.

G. TABOR Compliance.

Each District will comply with the provisions of TABOR. In the discretion of the Board, a District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by a District will remain under the control of the District's Board.

H. District Operating Costs.

In addition to the capital costs of the Public Improvements, Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget for the Districts is anticipated to be approximately \$80,000.00 and will be derived from property taxes, Developer advances and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to each District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

In addition to mill levies assessed for payment of Debt a District may impose a mill levy for payment of expenses of operations with such mill levy to be established by a District's eligible electors.

I. Enterprises.

Each District may exercise any of its powers through enterprises established in accordance with Article X, Section 20 of the Colorado Constitution (TABOR).

J. Annual Report.

At the request of the City each District shall be responsible for submitting an annual report to the City no later than August 1 of each year. The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to a District's boundary as of December 31st of the prior year.
2. If requested by the City, copies of agreements with other governmental entities entered into or proposed as of December 31st of the prior year.
3. Audit of a District's financial statements, for the year ending December 31st of the previous year, prepared in accordance with generally accepted accounting principles or audit exemptions, if applicable.
4. Notice of continuing disclosure undertaking for events of default by a District which continues beyond a ninety (90) day period under any Debt instrument.
5. Any inability of a District to pay its obligations as they come due in accordance with the terms of any Debt instruments, which continue beyond a ninety (90) day period.

K. Statutory Powers.

Each District shall have and exercise all powers granted by the Act and in particular the powers set forth in § 32-1-1004, C.R.S.

ARTICLE IV - MISCELLANEOUS

A. Covenant Enforcement and Design Review.

Subject to compliance with the provisions of § 32-1-1004(8), C.R.S., the ability to prepare, implement and enforce design and development guidelines, rules and regulations, or similar protective controls regarding all construction activities within the Districts' boundaries, including, but not limited to, architectural standards regarding the design, construction, erection, placement or installation of new structures or modification of existing structures within the Districts' boundaries. At the discretion of the Boards, such powers may be transferred to property owners' association(s) and operated in accordance with the Colorado Common Ownership Interest Act (38-33.3-101, C.R.S.).

B. Legal Powers.

The powers of the Districts will be exercised by their Boards to the extent necessary to provide the services contemplated in this Service Plan. The foregoing improvements and services, along with all other activities permitted by law, will be undertaken in accordance with, and pursuant to the procedures and conditions contained in the Act (§ 32-1-101, *et seq.*, C.R.S.), other applicable statutes, and this Service Plan as the same may be amended from time to time.

C. Other.

In addition to the powers enumerated above, the Boards of each of the Districts shall continue to have the following authority:

1. To amend this Service Plan as needed, subject to the appropriate statutory procedures provided that any material modification of this Service Plan shall be made only with the approval of the City in accordance with § 32-1-207, C.R.S., and after obtaining a resolution of approval from the City. A material modification of this Service Plan includes: (1) interior boundary line modifications which create inequitable assessments among the Districts relative to the benefits being provided; and (2) the conduct of operations which are prohibited by resolution or ordinances of the City. The Districts separately or collectively shall have the right to amend this Service Plan independent of participation of one or more of the other Districts with the approval of the City; provided, that the Districts shall not be permitted to amend those portions of this Service Plan which affect, impair, or impinge upon the rights or powers of the other Districts without such other District's consent.

2. To forego, reschedule, or restructure the financing, including the security therefore, and/or the operation and maintenance of improvements and facilities in order to better accommodate the pace of growth, resource availability, and financial interests of property of the Districts.

3. To provide additional services and exercise powers granted expressly or by implication in State law and which the Districts are required to provide or exercise or, in their discretion choose to provide or exercise, within the scope of the powers set forth in this Service Plan. The Districts shall not exercise the powers of either eminent domain or dominant eminent domain over property located outside of the Service Plan Boundaries unless prior consent from the City is first obtained.

4. To exercise all necessary and implied powers under Title 32, C.R.S. in the reasonable discretion of the Boards, except as limited in this Service Plan and pursuant to the Intergovernmental Agreement to be executed between the Districts and the City attached as **Exhibit E**. The Districts may only add additional powers beyond by obtaining the consent of the City through an amendment to this Service Plan.

D. Dissolution.

Upon an independent determination of the City that the purposes for which a District was created have been accomplished, such District agrees to file a petition in the Mesa County District Court for dissolution pursuant to applicable State statutes. In no event shall dissolution occur until a District has provided for the payment or discharge of all its outstanding indebtedness and other financial obligations as required by State statutes.

E. Disclosure to Purchasers.

Each District will use reasonable efforts to ensure all Developers of the Project shall provide through written notice to all purchasers of property in a District regarding the Maximum Debt Mill Levy as well as a general description of a District's authority to impose and collect rates, fees, tolls and charges. The form of notice shall be substantially in the form of **Exhibit H** hereto; provided that such form may be modified by the Districts so long as the new form is submitted to the City prior to modification. Within ninety (90) days of the formation of a District, the District will record the approved disclosure form with the Mesa County Clerk and Recorder against all property included in the District and a copy to the City Clerk's Office.

F. Intergovernmental Agreement.

The form of the Intergovernmental Agreement between the Districts and the City is attached as **Exhibit E**. Each District once formed shall approve the Intergovernmental Agreement within ninety (90) days of the date of organization. Failure of a District to execute the Intergovernmental Agreement as required shall constitute a material modification and shall require a Service Plan Amendment. The City shall approve the Intergovernmental Agreement at the public hearing for approval of the Service Plan. The Intergovernmental Agreement may be amended by the City and Districts without amending this Service Plan. If a conflict exists between the Intergovernmental Agreement and this Service Plan, the Intergovernmental Agreement shall govern.

ARTICLE V - SUMMARY

This Consolidated Service Plan meets all of the requirements of § 32-1-203(2), C.R.S. This Service Plan establishes that:

1. There is sufficient existing and projected need for organized service within the Service Plan Boundary and the Districts are the proper tool for providing this service;
2. The existing service within the Service Plan Boundary is inadequate for present and projected needs;

3. Each District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in each District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the City or Mesa County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

6. The facility and service standards of the Districts are compatible with the facility and service standards of the City;

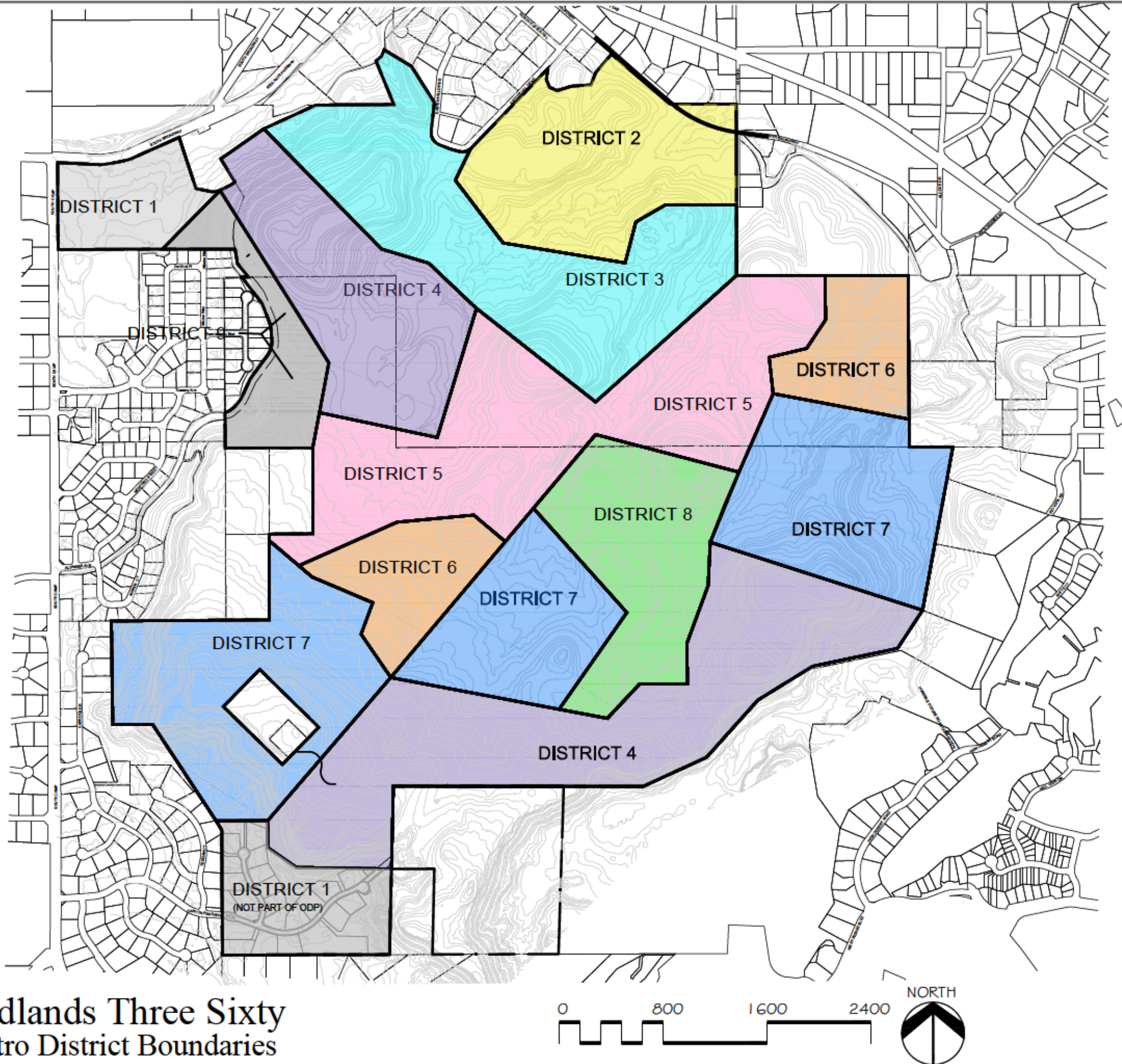
7. The proposal is in substantial compliance with the City's Comprehensive Plan adopted pursuant to the City Code;

8. The proposal is in compliance with any City, regional or State long-range water quality management plan for the area; and

9. Creation of the Districts is in the best interests of the area proposed to be served.

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Exhibit A-1



- METRO DISTRICTS LEGEND**
- DISTRICT 1
 - DISTRICT 2
 - DISTRICT 3
 - DISTRICT 4
 - DISTRICT 5
 - DISTRICT 6
 - DISTRICT 7
 - DISTRICT 8
 - DISTRICT 9

Redlands Three Sixty
Metro District Boundaries

METROPOLITAN DISTRICT EXHIBIT A-2
OF THOSE PARCELS LOCATED IN
S1/2 SW1/4 SECTION 17, N1/2 NW1/4 SECTION 20, S1/2 SECTION 18
AND THE N1/2 SECTION 19, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

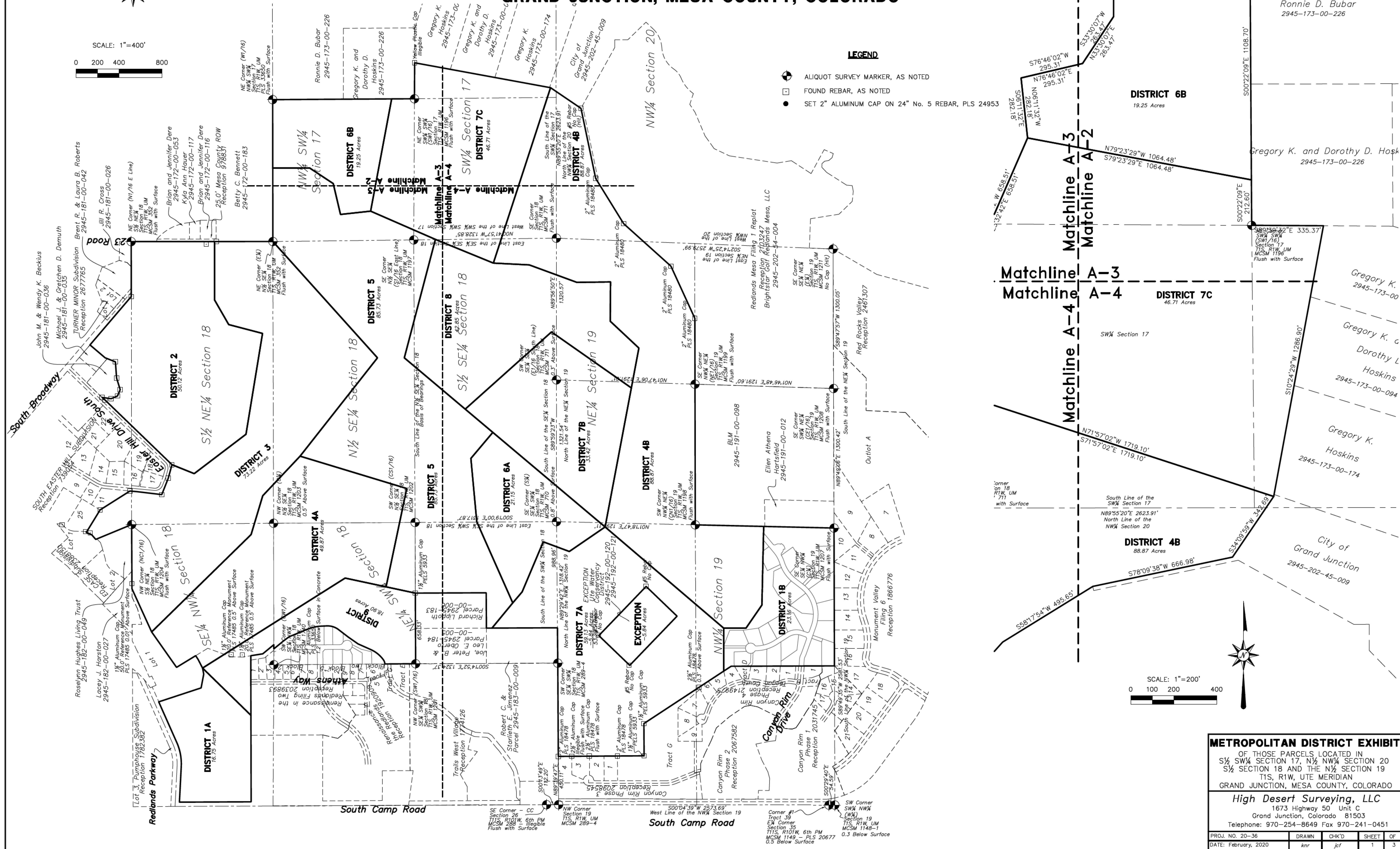


SCALE: 1"=400'

0 200 400 800

LEGEND

- ALLOT SURVEY MARKER, AS NOTED
- FOUND REBAR, AS NOTED
- SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 24953



SCALE: 1"=200'

0 100 200 400

METROPOLITAN DISTRICT EXHIBIT
OF THOSE PARCELS LOCATED IN
S1/2 SW1/4 SECTION 17, N1/2 NW1/4 SECTION 20
S1/2 SECTION 18 AND THE N1/2 SECTION 19
T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Telephone: 970-254-8649 Fax 970-241-0451

PROJ. NO. 20-36	DRAWN knr	CHK'D jcf	SHEET 1	OF 3
DATE: February, 2020				

METROPOLITAN DISTRICT EXHIBIT A-3
OF THOSE PARCELS LOCATED IN
S1/2 SW1/4 SECTION 17, N1/2 NW1/4 SECTION 20, S1/2 SECTION 18
AND THE N1/2 SECTION 19, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

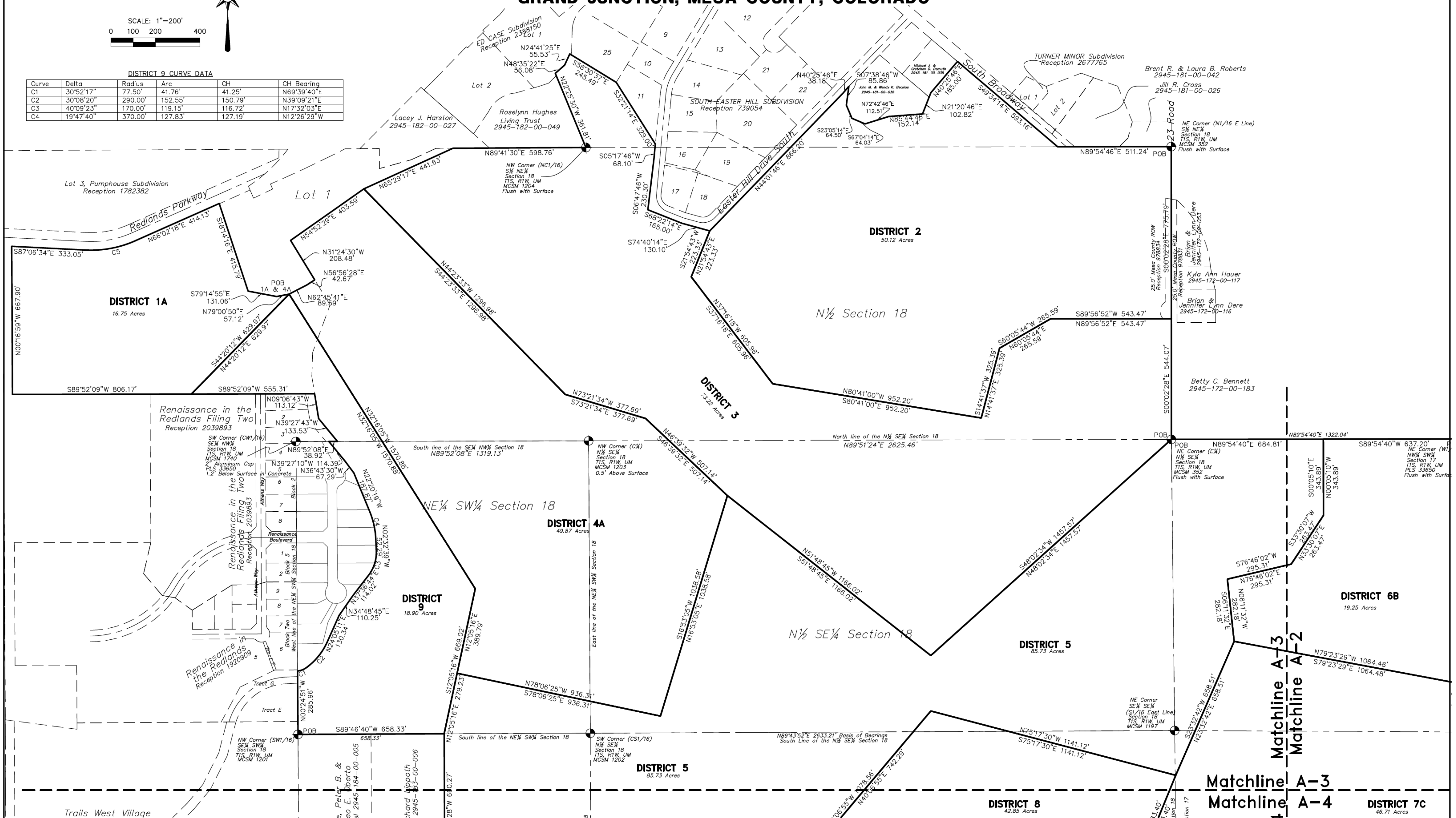
LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- FOUND REBAR, AS NOTED
- SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 24953

SCALE: 1"=200'
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DISTRICT 9 CURVE DATA

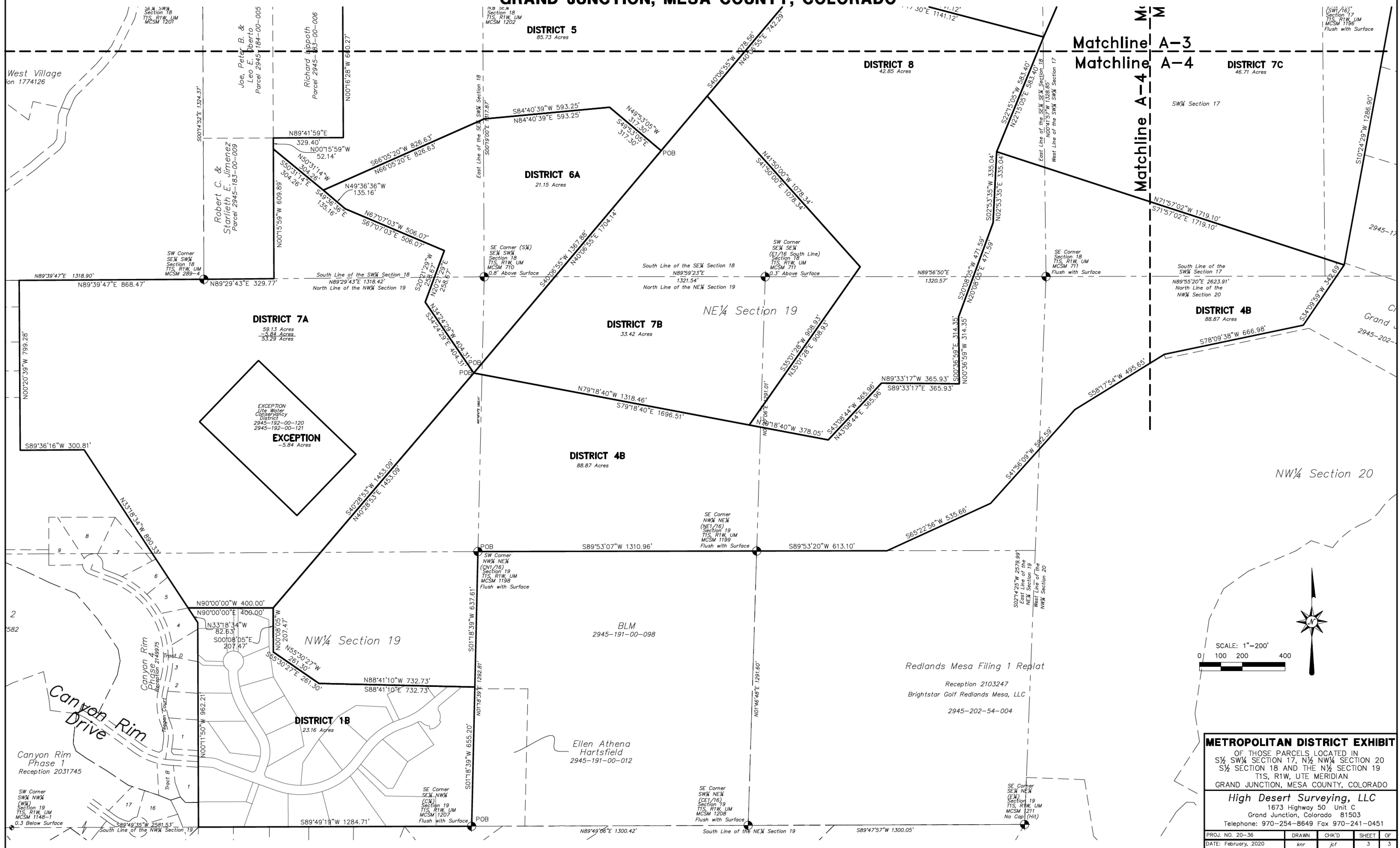
Curve	Delta	Radius	Arc	CH	CH Bearing
C1	30°52'17"	77.50'	41.76'	41.25'	N69°39'40"E
C2	30°08'20"	290.00'	152.55'	150.79'	N39°09'21"E
C3	40°09'23"	170.00'	119.15'	116.72'	N17°32'03"E
C4	19°47'40"	370.00'	127.83'	127.19'	N12°26'29"W



METROPOLITAN DISTRICT EXHIBIT A-4
OF THOSE PARCELS LOCATED IN
S1/2 SW1/4 SECTION 17, N1/2 NW1/4 SECTION 20, S1/2 SECTION 18
AND THE N1/2 SECTION 19, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

LEGEND





-  ALIQUOT SURVEY MARKER, AS NOTED
 FOUND REBAR, AS NOTED
 SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 24953

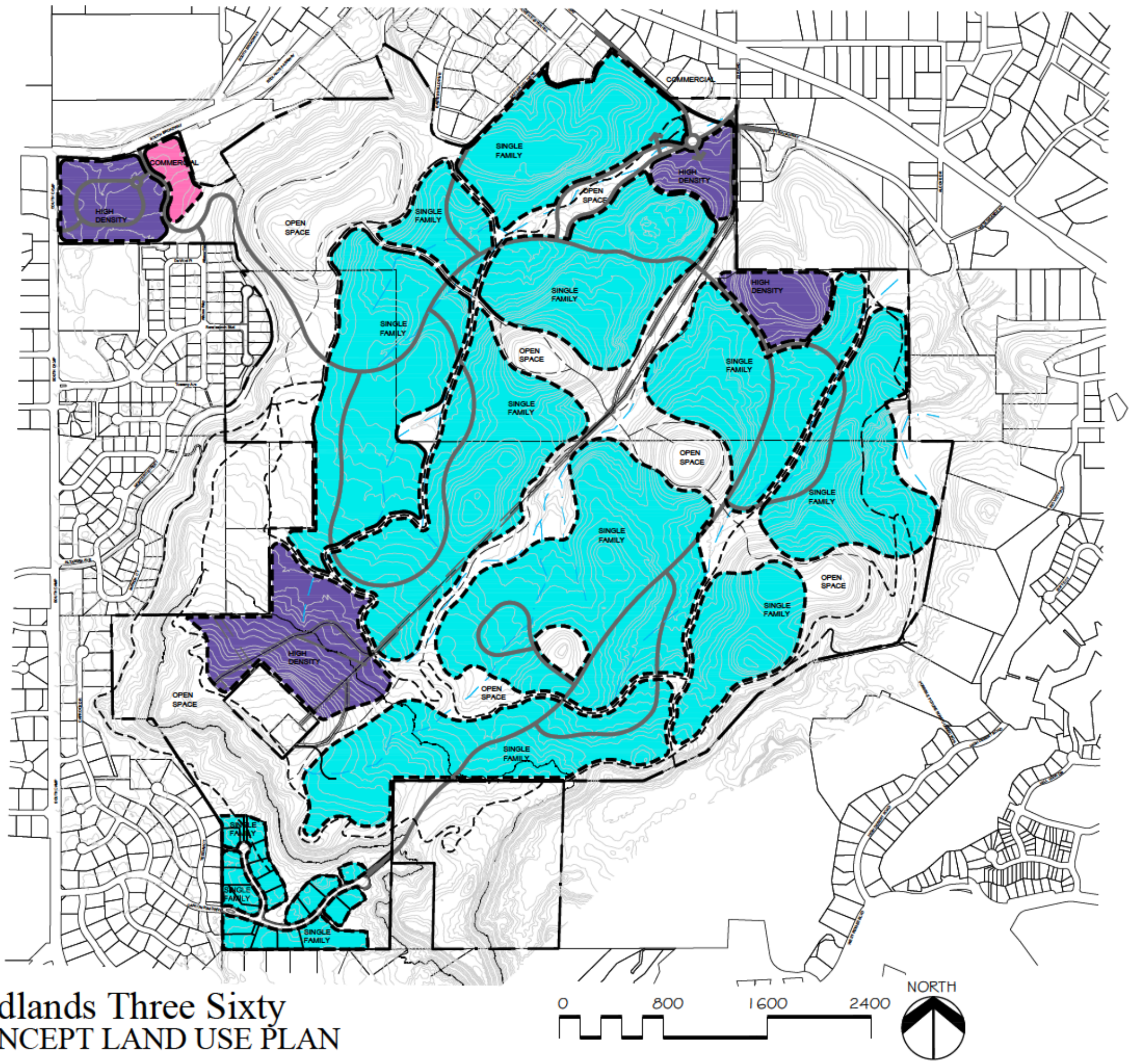


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Exhibit B

CONCEPT LAND USE LEGEND

	SINGLE FAMILY
	HIGH DENSITY/MULTI-FAMILY
	COMMERCIAL
	OPEN SPACE



Redlands Three Sixty
CONCEPT LAND USE PLAN



CIAVONNE, ROBERTS & ASSOCIATES, INC.
LAND PLANNING AND
LANDSCAPE ARCHITECTURE
222 N. 7TH STREET GRAND JUNCTION, CO 81501 www.ciaivonne.com
970-241-0743 (P) 970-241-0763 (FX)

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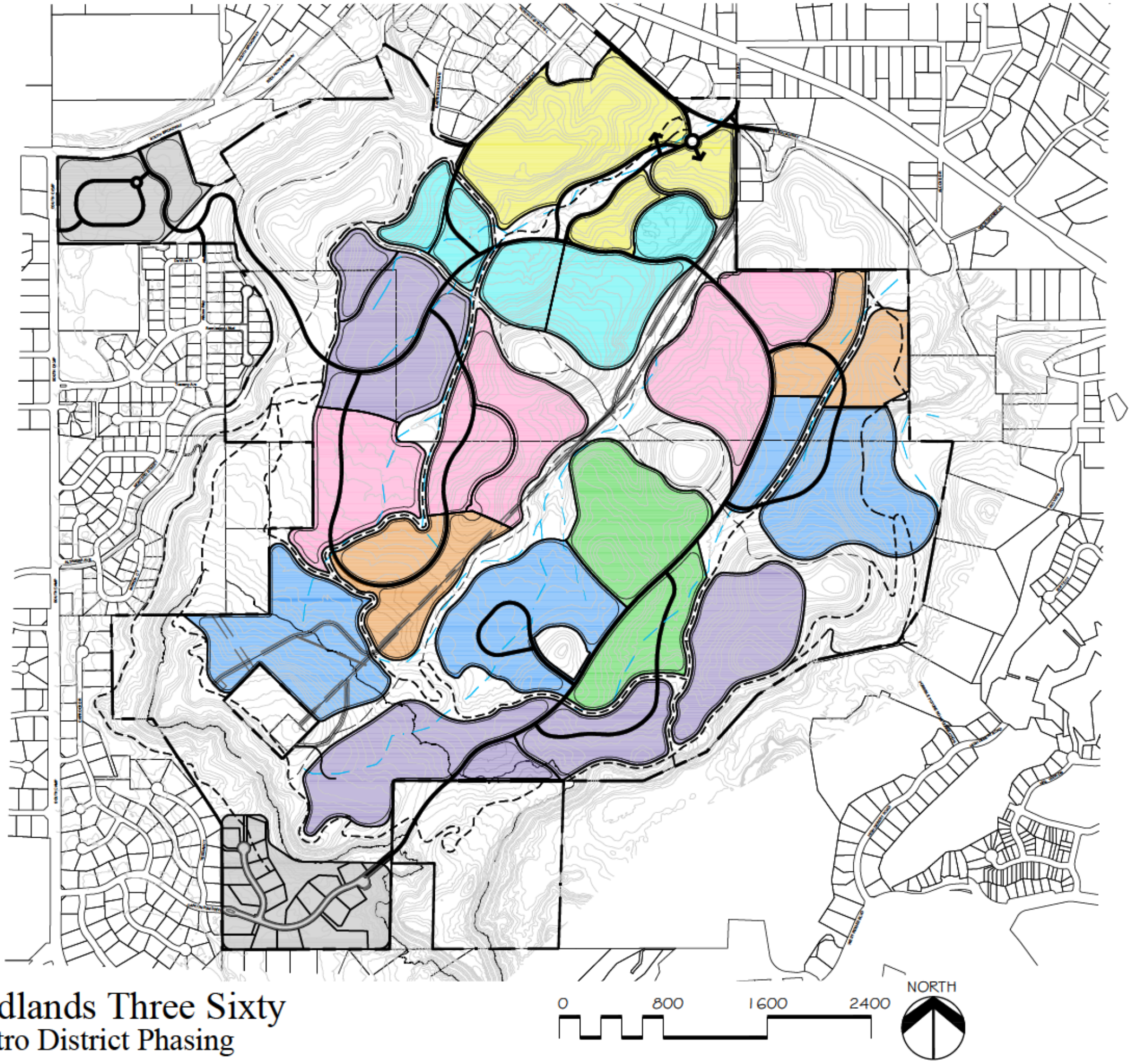


Exhibit B-1

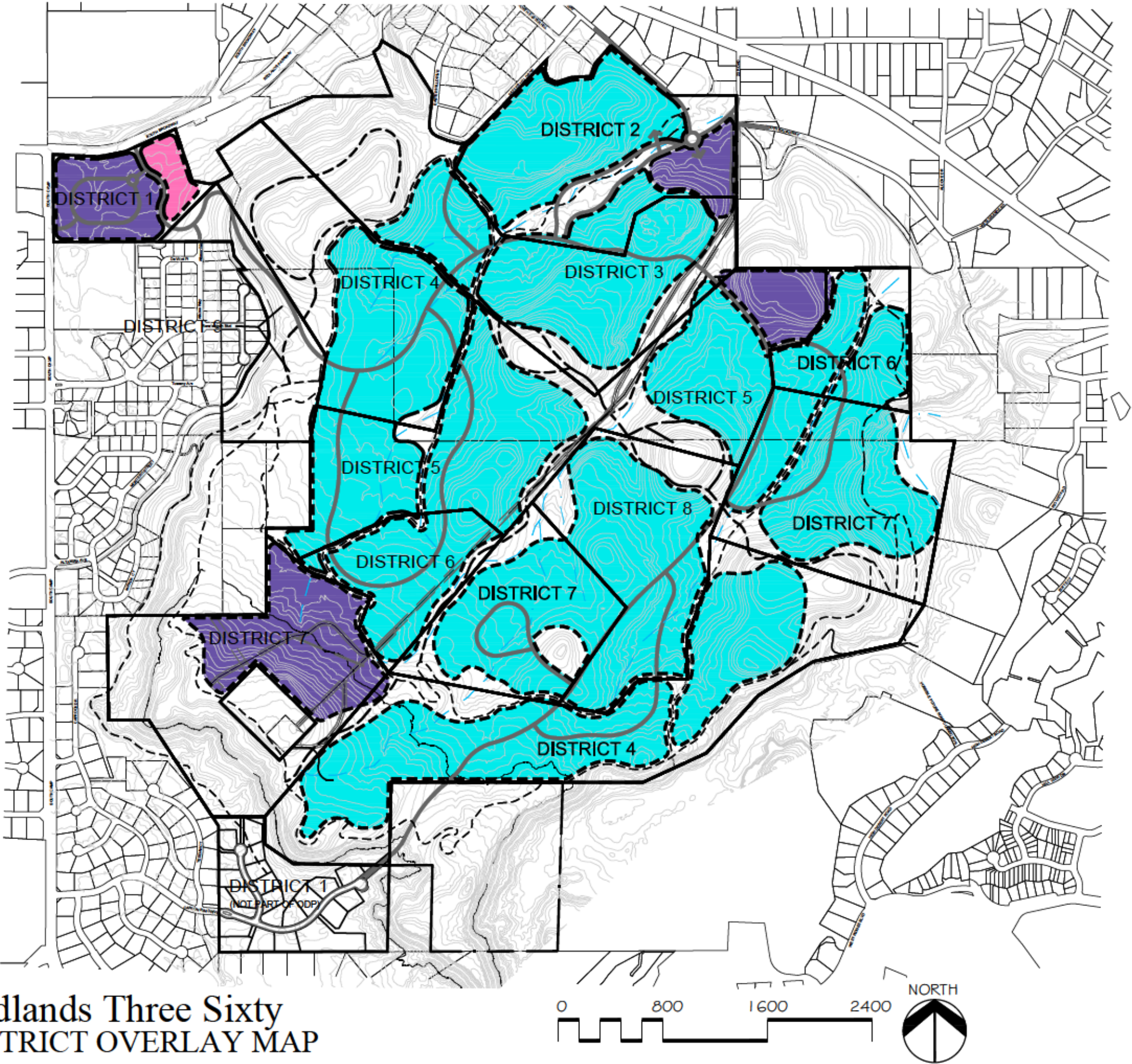
METRO DISTRICT PHASING LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- PHASE 5
- PHASE 6
- PHASE 7
- PHASE 8

Redlands Three Sixty
Metro District Phasing



CIAVONNE, ROBERTS & ASSOCIATES, INC.
LAND PLANNING AND
LANDSCAPE ARCHITECTURE
222 N. 7TH STREET GRAND JUNCTION, CO 81501 www.ciaavonne.com
970-241-0745 (P) 970-241-0765 (FX)



Redlands Three Sixty
DISTRICT OVERLAY MAP



CLAVONNE, ROBERTS & ASSOCIATES, INC.
LAND PLANNING AND
LANDSCAPE ARCHITECTURE
222 N. 7TH STREET GRAND JUNCTION, CO 81501 www.clavonne.com
970-241-0743 (P) 970-241-0763 (FX)

EXHIBIT D.1
DISTRICT 1A

A parcel of land located in the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of Section 18, whence the Southeast corner of said SE¼ NW¼ of Section 18 bears North 89°52'08" East, a distance of 1319.13 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence North 02°38'39" West, a distance of 665.23 feet, to the POINT OF BEGINNING; thence South 44°20'12" West, a distance of 629.97 feet; thence South 89°52'09" West, a distance of 806.17 feet; thence North 00°16'59" West, a distance of 667.90 feet; thence South 87°06'34" East, a distance of 333.05 feet; thence with a curve turning to the left having a delta angle of 26°51'09", a radius of 490.00 feet, an arc length of 229.65 feet, and a chord length of 227.55 feet, with a chord bearing of North 79°27'52" East; thence North 66°02'18" East, a distance of 414.13 feet; thence South 18°14'16" East, a distance of 415.79 feet; thence South 79°14'55" East, a distance of 131.06 feet; thence North 79°00'50" East, a distance of 57.12 feet to the POINT OF BEGINNING.

Said parcel containing an area of 16.75 Acres, as herein described.

EXHIBIT D.2
DISTRICT 1B

A parcel of land located in the Northwest Quarter (NW¼) of Section 19, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of Section 19, whence the Northeast corner of said SE¼ NW¼ of Section 19 bears North 01°18'39" East, a distance of 1292.81 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence South 89°49'19" West, a distance of 1284.71 feet, along the South line of said SE¼ NW¼ of Section 19 to the East line of CANYON RIM PHASE 4, as shown at Reception Number 2149975; thence along said East line of said CANYON RIM PHASE 4 the following two (2) courses: (1) North 00°11'50" West, a distance of 962.21 feet; (2) North 33°18'34" West, a distance of 82.63 feet; thence North 90°00'00" East, a distance of 400.00 feet; thence South 00°08'05" East, a distance of 207.47 feet; thence South 55°30'27" East, a distance of 261.30 feet; thence South 88°41'10" East, a distance of 732.73 feet to the East line of said SE¼ NW¼ of Section 19; thence along the East line of said SE¼ NW¼ of Section 19, South 01°18'35" West, a distance of 655.20 feet to the POINT OF BEGINNING.

Said parcel containing an area of 23.16 Acres, as herein described.

EXHIBIT D.3
DISTRICT 2

A parcel of land located in the Northeast Quarter (NE¼) and of Section 18, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the South Half Northeast Quarter (S½ NE¼) said Section 18, whence the Southeast corner of the S½ NE¼ of said Section 18 bears South 00°02'28" East, a distance of 1319.86 feet for a basis of bearings with all bearings contained herein relative thereto; thence South 00°02'28" East, a distance of 775.79 feet, along the East line of said S½ NE¼ said Section 19; thence South 89°56'52" West, a distance of 543.47 feet; thence South 60°05'44" West, a distance of 265.59 feet; thence South 14°41'37" West, a distance of 325.39 feet; thence North 80°41'00" West, a distance of 952.20 feet; thence North 37°16'18" West, a distance of 605.96 feet; thence North 21°54'43" East, a distance of 223.33 feet to the East line of SOUTH EASTER HILL SUBDIVISION, as shown on plat recorded at Reception 739054; thence North 44°01'46" East, a distance of 866.20 feet, along said Easterly line of said SOUTH EASTER HILL SUBDIVISION; thence North 40°25'46" East, a distance of 38.18 feet; thence South 07°38'46" West, a distance of 85.86 feet; thence South 23°05'14" East, a distance of 64.50 feet; thence South 67°04'14" East, a distance of 64.03 feet; thence North 72°42'46" East, a distance of 112.51 feet; thence North 85°44'46" East, a distance of 152.14 feet; thence North 21°20'46" East, a distance of 102.82 feet; thence North 40°25'46" East, a distance of 185.00 feet to the Southerly right-of-way line of South Broadway (State Highway 340); thence South 49°34'14" East, a distance of 593.16 feet, along said Southerly right-of-way line; thence North 89°54'46" East, a distance of 511.24 feet to the POINT OF BEGINNING.

Said parcel containing an area of 50.12 Acres, as herein described.

EXHIBIT D.4
DISTRICT 3

A parcel of land located in the Northeast Quarter (NE¼), the North Half of the Southeast Quarter (N½ SE¼) and the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the South Half Northeast Quarter (S½ NE¼) said Section 18, whence the Southeast corner of the S½ NE¼ of said Section 18 bears South 00°02'28" East, a distance of 1319.86 feet for a basis of bearings with all bearings contained herein relative thereto; thence South 00°02'28" East, a distance of 775.79 feet, along the East line of said S½ NE¼ said Section 19; thence South 48°02'34" West, a distance of 1457.57 feet; thence North 51°48'45" West, a distance of 1166.02 feet; thence North 46°39'32" West, a distance of 507.14 feet; thence North 73°21'34" West, a distance of 377.69 feet; thence North 44°23'33" West, a distance of 1296.98 feet, to the Southeasterly line of Lot 1, PUMPHOUSE SUBDIVISION, as shown on plat recorded at Reception 1782382; thence North 65°29'17" East, a distance of 441.63 feet, to the North line of the SE¼ NW¼ said Section 19; thence North 89°41'30" East, a distance of 598.76 feet, along said North line of the SE¼ NW¼ said Section 19; thence North 22°25'30" West, a distance of 361.81 feet, to the Southeasterly line of SOUTH EASTER HILL SUBDIVISION, as shown on plat recorded at Reception 739054; thence North 48°35'22" East, a distance of 56.08 feet; thence North 24°41'25" East, a distance of 55.53 feet; thence South 58°30'37" East, a distance of 245.49 feet; thence South 32°21'14" East, a distance of 329.00 feet; thence South 05°17'46" West, a distance of 68.10 feet; thence South 06°47'46" West, a distance of 230.30 feet; thence South 68°22'14" East, a distance of 165.00 feet; thence South 74°40'14" East, a distance of 130.10 feet; thence South 21°54'43" West, a distance of 223.33 feet; thence South 37°16'18" East, a distance of 605.96 feet; thence South 80°41'00" East, a distance of 952.20 feet; thence North 14°41'37" East, a distance of 325.39 feet; thence North 60°05'44" East, a distance of 265.59 feet; thence North 89°56'52" East, a distance of 543.47 feet; thence South 00°02'28" East, a distance of 544.07 feet to the POINT OF BEGINNING.

Said parcel containing an area of 73.22 Acres, as herein described.

EXHIBIT D.5
DISTRICT 4A

A parcel of land located in the Northeast Quarter (NE $\frac{1}{4}$), the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 18, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) said Section 18, whence the Northeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 18 bears North 89°52'08" East, a distance of 1319.13 feet for a basis of bearings with all bearings contained herein relative thereto; thence North 02°38'39" West, a distance of 665.23 feet, to the a point on the Southeasterly line of Lot 1, PUMPHOUSE SUBDIVISION, as shown on plat recorded at Reception 1782382, the POINT OF BEGINNING; thence along said Southeasterly line of Lot 1, PUMPHOUSE SUBDIVISION the following four (4) courses: (1) North 62°45'41" East, a distance of 89.59 feet; (2) North 56°56'28" East, a distance of 42.67 feet; (3) North 31°24'30" West, a distance of 208.48 feet; (4) North 54°52'29" East, a distance of 403.59 feet; thence South 44°23'33" East, a distance of 1296.98 feet; thence South 73°21'34" East, a distance of 377.69 feet; thence South 46°39'32" East, a distance of 507.14 feet; thence South 16°53'05" West, a distance of 1038.58 feet; thence North 78°06'25" West, a distance of 936.31 feet; thence North 12°05'16" East, a distance of 389.79 feet; thence North 32°16'05" West, a distance of 1570.88 feet to the POINT OF BEGINNING.

Said parcel containing an area of 49.87 Acres, as herein described.

EXHIBIT D.6
DISTRICT 4B

A parcel of land located in the South Half of the Southeast Quarter (S½ SE¼) of Section 18, Southwest Quarter (SW¼) of Section 17, the Northwest Quarter (NW¼) of Section 20, and the North Half (N½) of Section 19, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Northwest corner of the Northeast Quarter of the Southwest Quarter (SW¼ NE¼) said Section 19, whence the Southwest corner of the SW¼ NE¼ of said Section 19 bears South 01°18'39" West, a distance of 1292.81 feet for a basis of bearings with all bearings contained herein relative thereto; thence South 01°18'39" West, a distance of 637.61 feet, along the East line of said SW¼ NE¼ of said Section 19; thence North 88°41'10" West, a distance of 732.73 feet; thence North 55°30'27" West, a distance of 261.30 feet; thence North 00°08'05" West, a distance of 207.47 feet; thence North 40°28'53" East, a distance of 1453.09 feet; thence South 79°18'40" East, a distance of 1696.51 feet; thence North 43°08'44" East, a distance of 365.96 feet; thence South 89°33'17" East, a distance of 365.93 feet; thence North 00°36'59" West, a distance of 314.35 feet; thence North 20°08'05" East, a distance of 471.59 feet; thence North 02°53'35" East, a distance of 335.04 feet; thence South 71°57'02" East, a distance of 1719.10 feet; thence the following five (5) courses along the Northwesterly line of Redlands Mesa Filing 1 Replat as shown on the plat recorded at Reception 2103247, Mesa County records; (1) South 34°09'59" West, a distance of 342.69 feet; (2) South 78°09'38" West, a distance of 666.98 feet; (3) South 58°17'54" West, a distance of 495.65 feet; (4) South 41°56'09" West, a distance of 592.59 feet; (5) South 65°22'56" West, a distance of 535.66 feet, to a point on the South line of the NE¼ NE¼ said Section 19; thence South 89°53'20" West, a distance of 613.10 feet, along said South line of the NE¼ NE¼ said Section 19; thence South 89°53'07" West, a distance of 1310.96 feet, along the South line of the NW¼ NE¼ said Section 19 to the POINT OF BEGINNING.

Said parcel containing an area of 88.87 Acres, as herein described.

EXHIBIT D.7
DISTRICT 5

A parcel of land located in the South Half of the Southeast Quarter (S½ SE¼) of Section 18, Southwest Quarter (SW¼) of Section 17, the Northwest Quarter (NW¼) of Section 20, and the North Half (N½) of Section 19, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Northwest corner of the NW¼ SW¼ of said Section 17, whence the Northeast corner of said NW¼ SW¼ of said Section 17 bears North 89°54'40" East, a distance of 1322.04 feet for a basis of bearings, with all bearings contained herein being relative thereto; thence North 89°54'40" East, a distance of 684.81 feet, along the North line of said NW¼ SW¼ of said Section 17; thence South 00°05'10" East, a distance of 343.89 feet; thence South 33°30'07" West, a distance of 263.47 feet; thence South 76°46'02" West, a distance of 295.31 feet; thence South 06°11'32" East, a distance of 282.18 feet; thence South 23°32'42" West, a distance of 658.51 feet; thence North 75°17'30" West, a distance of 1141.12 feet; thence South 40°06'55" West, a distance of 1078.56 feet; thence North 49°53'05" West, a distance of 317.30 feet; thence South 84°40'39" West, a distance of 593.25 feet; thence South 66°05'20" West, a distance of 826.63 feet; thence North 50°31'14" West, a distance of 304.26 feet; thence North 00°15'59" West, a distance of 52.14 feet; thence North 89°41'59" East, a distance of 329.40 feet; thence North 00°16'28" West, a distance of 660.27 feet; thence North 12°05'16" East, a distance of 279.23 feet; thence South 78°06'25" East, a distance of 936.31 feet; thence North 16°53'05" East, a distance of 1038.58 feet; thence South 51°48'45" East, a distance of 1166.02 feet; thence North 48°02'34" East, a distance of 1457.57 feet to the POINT OF BEGINNING.

Said parcel containing an area of 85.73 Acres, as herein described.

EXHIBIT D.8
DISTRICT 6A

A parcel of land located in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼), and the Northeast Quarter of the Northwest Quarter (NE¼ NW¼), of Section 19, and the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) and the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) said Section 19, whence the Northeast corner of the NW¼ NE¼ of said Section 19 bears North 89°59'23" East, a distance of 1321.54 feet for a basis of bearings with all bearings contained herein relative thereto; thence South 06°12'31" West, a distance of 455.40 feet, to the POINT OF BEGINNING; thence North 34°24'29" West, a distance of 404.31 feet; thence North 20°21'29" East, a distance of 258.67 feet; thence North 67°07'03" West, a distance of 506.07 feet; thence North 49°36'36" West, a distance of 135.16 feet; thence North 66°05'20" East, a distance of 826.63 feet; thence North 84°40'39" East, a distance of 593.25 feet; thence South 49°53'05" East, a distance of 317.30 feet to the POINT OF BEGINNING.

Said parcel containing an area 21.15 Acres, as herein described.

EXHIBIT D.9
DISTRICT 6B

A parcel of land located in the Northwest Quarter of the Southwest Quarter (NW¼ SW¼) of Section 17, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the NW¼ SW¼ of said Section 17, whence the Northwest corner of said NW¼ SW¼ of said Section 17 bears South 89°54'40" West, a distance of 1322.02 feet for a basis of bearings, with all bearings contained herein being relative thereto; thence South 00°22'09" East, a distance of 1108.70 feet, along the East line of said NW¼ SW¼ of said Section 17; thence North 79°23'29" West, a distance of 1064.48 feet; thence North 06°11'32" West, a distance of 282.18 feet; thence North 76°46'02" East, a distance of 295.31 feet; thence North 33°30'07" East, a distance of 263.47 feet; thence North 00°05'10" West, a distance of 343.89 feet, to the North line of said NW¼ SW¼ of said Section 17; thence North 89°54'40" East, a distance of 637.20 feet, along said North line of said NW¼ SW¼ of said Section 17 to the POINT OF BEGINNING.

Said parcel containing an area of 19.25 Acres, as herein described.

EXHIBIT D.10
DISTRICT 7A

A parcel of land located in the Northwest Quarter (NW¼) of Section 19, and the Southwest Quarter (SW¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) said Section 19, whence the Northeast corner of the NW¼ NE¼ of said Section 19 bears North 89°59'23" East, a distance of 1321.54 feet for a basis of bearings with all bearings contained herein relative thereto; thence South 06°12'31" West, a distance of 455.40 feet, to the POINT OF BEGINNING; thence South 40°28'53" West, a distance of 1453.09 feet; thence North 90°00'00" West, a distance of 400.00 feet, to the Easterly line of CANYON RIM PHASE 4, as shown at Reception Number 2149975 and CANYON RIM PHASE 3, as shown at Reception Number 2098545; thence along said Easterly line of said CANYON RIM PHASE 4 and PHASE 3 the following three (3) courses: (1) North 33°18'34" West, a distance of 890.33 feet; (2) South 89°36'16" West, a distance of 300.81 feet; (3) North 00°20'39" West, a distance of 799.28 feet; thence North 89°39'47" East, a distance of 868.47 feet, to the Southwest corner of the SE¼ SW¼ said Section 18; thence North 89°29'43" East, a distance of 329.77 feet; thence North 00°15'59" West, a distance of 609.89 feet; thence South 50°31'14" East, a distance of 304.26 feet; thence South 49°36'36" East, a distance of 135.16 feet; thence South 67°07'03" East, a distance of 506.07 feet; thence South 20°21'29" West, a distance of 258.67 feet; thence South 34°24'29" East, a distance of 404.31 feet to the POINT OF BEGINNING.

Overall parcel containing an area of 59.13 Acres, as herein described.

EXCEPT for those Ute Water Conservancy District parcels 2945-192-00-120 and 2945-192-00-121 containing 5.84 acres

Said remainder parcel containing an area of 53.29 Acres, as herein described.

EXHIBIT D.11
DISTRICT 7B

A parcel of land located in the Northeast Quarter (NE¼) of Section 19, and the Southeast Quarter (SE¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) said Section 19, whence the Northeast corner of the NW¼ NE¼ of said Section 19 bears North 89°59'23" East, a distance of 1321.54 feet for a basis of bearings with all bearings contained herein relative thereto; thence South 06°12'31" West, a distance of 455.40 feet, to the POINT OF BEGINNING; thence North 40°06'55" East, a distance of 1704.14 feet; thence South 41°50'00" East, a distance of 1078.34 feet; thence South 35°01'28" West, a distance of 908.93 feet; thence North 79°18'40" West, a distance of 1318.46 feet to the POINT OF BEGINNING.

Said parcel containing an area of 33.42 Acres, as herein described.

EXHIBIT D.12
DISTRICT 7C

A parcel of land located in the Southwest Quarter (SW¼) of Section 17 and part of the Southeast Quarter (SE¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of the SW¼ SW¼ of said Section 17, whence the Northwest corner of said NW¼ SW¼ of said Section 17 bears North 89°42'40" West, a distance of 1315.61 feet for a basis of bearings, with all bearings contained herein being relative thereto; thence South 89°39'32" East, a distance of 335.37 feet, along the North line of the SE¼ SW¼ said Section 17; thence South 10°24'29" West, a distance of 1286.90 feet; thence North 71°57'02" West, a distance of 1719.10 feet; thence North 22°15'05" East, a distance of 583.40 feet; thence North 23°32'42" East, a distance of 658.51 feet; thence South 79°23'29" East, a distance of 1064.48 feet, to a point on the East line of the NW¼ NW¼ said Section 17; thence South 00°22'09" East, a distance of 212.60 feet, along said East line of the NW¼ NW¼ said Section 17 to the POINT OF BEGINNING.

Said parcel containing an area of 2034476.04 Square Feet, 46.71 Acres, as herein described.

EXHIBIT D.13
DISTRICT 8

A parcel of land located in the Northeast Quarter (NE¼) of Section 19 and part of the Southeast Quarter (SE¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

Commencing at the Northeast corner of the NE¼ NE¼ of said Section 19, whence the Northwest corner of said NW¼ SW¼ of said Section 19 bears South 89°56'50" West, a distance of 1320.57 feet for a basis of bearings, with all bearings contained herein being relative thereto; thence South 89°56'50" West, a distance of 1320.57 feet; thence North 84°00'47" East, a distance of 448.90 feet, to the POINT OF BEGINNING; thence North 41°50'00" West, a distance of 1078.34 feet; thence North 40°06'55" East, a distance of 742.29 feet; thence South 75°17'30" East, a distance of 1141.12 feet; thence South 22°15'05" West, a distance of 583.40 feet; thence South 02°53'35" West, a distance of 335.04 feet; thence South 20°08'05" West, a distance of 471.59 feet; thence South 00°36'59" East, a distance of 314.35 feet; thence North 89°33'17" West, a distance of 365.93 feet; thence South 43°08'44" West, a distance of 365.96 feet; thence North 79°18'40" West, a distance of 378.05 feet; thence North 35°01'28" East, a distance of 908.93 feet to the POINT OF BEGINNING.

Said parcel containing an area of 42.85 Acres, as herein described.

EXHIBIT D.14
DISTRICT 9

A parcel of land located in the Northwest Quarter (NW¼) and the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of Section 18, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) said Section 18, whence the Southeast corner of said NE¼ SW¼ of said Section 18 bears North 89°46'40" East, a distance of 1316.82 feet for a basis of bearings with all bearings contained herein relative thereto; thence North 00°24'51" West, a distance of 285.96 feet, along the West line of said NE¼ SW¼ said Section 18; thence along the Westerly right-of-way line of a fifty-five foot wide canal right-of-way to Redlands Water and Power Company as described in Reception 1891356, Mesa County records, the following eleven (11) courses:(1) with a non-tangent curve, turning to the left, having a delta angle of 30°52'17", a radius of 77.50 feet, an arc length of 41.76 feet, and a chord length of 41.25 feet, with a chord bearing of North 69°39'40" East;(2) thence with a compound curve turning to the left having a delta angle of 30°08'20", a radius of 290.00 feet, an arc length of 152.55 feet, and a chord length of 150.79 feet, with a chord bearing of North 39°09'21" East;(3) North 24°05'11" East, a distance of 130.34 feet; (4) North 34°48'45" East, a distance of 110.25 feet; (5) North 37°36'44" East, a distance of 114.02 feet; (6) with a curve turning to the left having a delta angle of 40°09'23", a radius of 170.00 feet, an arc length of 119.15 feet, and a chord length of 116.72 feet, with a chord bearing of North 17°32'03" East; (7) North 02°32'39" West, a distance of 52.29 feet; (8) with a curve turning to the left having a delta angle of 19°47'40", a radius of 370.00 feet, an arc length of 127.83 feet, and a chord length of 127.19 feet, with a chord bearing of North 12°26'29" West; (9) North 22°20'19" West, a distance of 187.87 feet; (10) North 36°43'30" West, a distance of 67.29 feet;(11) North 39°27'10" West, a distance of 114.39 feet, to a point on the North line of said NE¼ SW¼ of said Section 18; thence North 89°52'08" East, a distance of 38.92 feet, along said North line of said NE¼ SW¼ of said Section 18; thence North 39°27'43" West, a distance of 133.53 feet; thence North 09°06'43" West, a distance of 113.12 feet; thence South 89°52'09" West, a distance of 555.31 feet; thence North 44°20'12" East, a distance of 629.97 feet; thence South 32°16'05" East, a distance of 1570.88 feet; thence South 12°05'16" West, a distance of 669.02 feet, to a point on the South line of said NE¼ SW¼ of said Section 18; thence South 89°46'40" West, a distance of 658.33 feet along said South line of said NE¼ SW¼ of said Section 18 to the POINT OF BEGINNING.

Said parcel containing an area of 823140.57 Square Feet, 18.90 Acres, as herein described.

Exhibit E

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF GRAND JUNCTION, COLORADO AND REDLANDS 360 METROPOLITAN DISTRICT NO. ____

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____, by and between the CITY OF GRAND JUNCTION, a home-rule municipal corporation of the State of Colorado ("City"), and REDLANDS 360 METROPOLITAN DISTRICT NO. ____, a quasi-municipal corporation and political subdivision of the State of Colorado (referred to as the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

This District was formed by order of the Mesa County District Court on _____ in Case No. _____. The District is operating under a single consolidated service plan for the Redlands 360 Metropolitan Districts 1 through 9 and the Districts are or will be organized to provide services and to exercise powers as set forth in the Consolidated Service Plan for the Redlands 360 Metropolitan Districts Nos. 1-9 approved by the City on _____, 2020 ("Consolidated Service Plan"). The Consolidated Service Plan calls for the execution of an intergovernmental agreement between the City and each of the Districts and the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. **Operations and Maintenance.** The District shall dedicate the Public Improvements (as defined in the Consolidated Service Plan) to the City or other appropriate jurisdiction in a manner consistent with the Consolidated Service Plan and other rules and regulations of the City and applicable provisions of the City Code.

The District is expected to undertake all ownership, operations and maintenance responsibilities for the Public Improvements that are not conveyed to the City or other governmental entities, such as Ute Water Conservancy District, as appropriate, and will do so either itself or by contract. If the District operates the facilities, revenue to pay the expenses of operations may be obtained from ad valorem tax revenues or from the assessment of rates, fees, tolls and charges imposed pursuant to the Colorado Special District Act. User fees for use of recreational facilities may be different for residents of the District than for outside users. Approval of the Consolidated Service Plan by the City constitutes the City's agreement that the District may perform these functions.

2. **Acquisition of Land for Public Improvements and Easements.** The District shall acquire by deed, easement, or plat dedication on terms required by the City all real property interests for construction of public improvements that will be conveyed to the City by the District. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed a material modification of the Consolidated Service Plan. The District shall acquire all land needed by the City for construction of normal

street improvements required by the City through dedication by the District's developers. Exceptions must be approved by the City in writing. Failure to acquire all land needed by the City for construction of street improvements shall be deemed to be a material modification of the Consolidated Service Plan.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and in accordance with the requirements of the Approved Development Plan. Prior to performing work the District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements. All construction cost estimates are based on the assumption that construction conforms/will conform to applicable local, State or Federal requirements.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Consolidated Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in § 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax- exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion. The Consolidated Service Plan is designed to allow for each of the nine districts to include properties within the Consolidated Service Plan Boundaries (as defined in the Consolidated Service Plan) based on factors such as timing, to obtain Privately Placed Debt and rates of development absorption. The nine districts are permitted under the Consolidated Service Plan to include any of the properties within the Consolidated Service Plan Boundaries without modifying the Consolidated Service Plan and without obtaining the consent of the City. The District shall not include within its boundaries any property outside the Consolidated Service Plan Boundaries without the prior written consent of the City Council.

6. Monies from Other Governments/Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, Department of Local Affairs, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

7. Total Debt Issuance. The District shall not issue Debt in excess of \$ _____.

8. Consolidation. Except for the consolidation of any of the nine districts, the District shall not file a request with any Court to consolidate with any other Title 32 district without the prior written consent of the City.

9. Bankruptcy Limitation. The limitations contained in the Consolidated Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, have been established under the authority of the City to approve a service plan with conditions pursuant to § 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction absent a Consolidated Service Plan Amendment; and

(b) are, together with other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) § 903, and are included in the "regulatory or electoral approval necessary under applicable non-bankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code § 943(b)(6).

(c) any Debt issued with a pledge or which results in a pledge that exceeds Section Maximum Debt Mill Levy shall be deemed a material modification of this Consolidated Service Plan pursuant to § 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Consolidated Service Plan Amendment.

10. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution pursuant to the Special District Act. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State Law.

11. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of property located within the District provide written notice to purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls and charges as required by law or in substantially the form set forth in the Consolidated Service Plan.

12. Consolidated Service Plan Amendment Requirement. Actions of the District which exceed either the limitations in the Consolidated Service Plan, or this Agreement, shall be deemed to be material modifications to the Consolidated Service Plan and a breach of this Agreement and the City shall be entitled to all remedies available at law or in equity under State and local law.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Attorney's office no later than August 1st of each year.

I. Report Contents.

The annual report shall include information as to all the following:

A. boundary changes made or proposed to the District's boundary as of December 31st of the prior year;

B. agreements with other governmental entities either entered into or proposed as of December 31st of the prior year;

C. audit of the District's financial statements for the year ending December 31st of the previous year prepared in accordance with generally accepted accounting principles or audit exemptions, if applicable;

D. notice of continuing disclosure undertaking for events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

E. any inability of the District to pay its obligations as they come due in accordance with the term of any Debt instruments, which continue beyond a ninety (90) day period.

II. If separately requested by the City's Attorney, the Annual Report will also contain list of all facilities and improvements constructed or acquired by the District and those that have been dedicated to and accepted by the City as of December 31st of the prior year;

14. Regional Improvements. The District shall be authorized to coordinate with the City for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of improvements located outside of the Service Plan Boundaries determined by the City as being necessary to provide service(s) to the development, but also providing service to properties within the City that are not within the development ("Regional Improvements"). The District shall also be authorized to contribute a portion of the capital costs and/or operation and maintenance costs of the Regional Improvements in amounts agreed upon and set forth in an intergovernmental agreement between the District and the City.

15. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

A. Excess of 50% of Assessed Value. For any portion of the District's aggregate Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in (ii) below, adjusted to account for changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement. The mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be finding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2020, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

B. Debt Equal to or Less Than 50% of Assessed Value. For any portion of a District's aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

C. Pledge of Mill Levy. For purposes of the foregoing, once Debt has been determined to within section (ii) above so that a District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

D. Maximum Mill Levy for Payment of Debt. The maximum mill levy a District can impose for payment of Debt shall be 50 mills; provided, however, that if the method of calculating assessed valuation is changed after the date of approval of this Consolidated Service Plan, the mill levy limitation may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

E. Payment of Interest to Developer. The issuance of Debt to the organizers of the Districts or their affiliates may permit interest to accrue on the total unpaid amount, such interest to be paid according to such terms as may be established but without compounding. An individual District shall not impose a levy for repayment of Debt (or use the proceeds of any mill levy for repayment of Debt) to the Organizers of the Districts or their affiliates, on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy. Notwithstanding any other provision hereof, such Debt referred to in the preceding sentence shall be deemed to be discharged at such time as the mill levy is suspended at the end of the 40 year period.

16. Debt Instrument Disclosure Requirement. In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Consolidated Service Plan for creation of the District. Similar language describing the limitations in respect to the payment of the principal of and interest on Debt set forth in this Consolidated Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

17. Security for Debt. The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in the Consolidated Service Plan. Approval of the Consolidated Service Plan and this Agreement shall not be construed as a guarantee by the City of payment of any of the District's obligations, nor shall anything in the Consolidated Service Plan or this Agreement be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

18. Notices. All notices, demands, requests or other communications to be sent by one party to the other shall be in writing and deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Redlands 360 Metropolitan District No. ____
c/o John Justus
Hoskin Farina & Kampf, P.C.
P.O. Box 40
Grand Junction, Colorado 81502

To the City: City of Grand Junction
c/o John Shaver, City Attorney
250 N. 5th Street
Grand Junction, CO 81501

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party at least ten (10) days advance written notice, the Parties shall have the right from time to time to change its address.

19. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties and without amendment to the Consolidated Service Plan.

20. Assignment. Neither Party shall assign any of its rights nor delegate any of its duties to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of these restrictions shall be void and of no effect.

21. Default/Remedies. In the event of a breach or default of this Agreement by a Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce this Agreement, the prevailing Party shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees and costs.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado, and as applicable the law of the City of Grand Junction, Colorado.

23. Inurement. Each of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

24. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

25. Interested Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

26. Severability. If any part of this Agreement shall, for any reason, be held invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Consolidated Service Plan.

Dated effective the year and date first above written.

**REDLANDS 360 METROPOLITAN
DISTRICT No. 1**

CITY OF GRAND JUNCTION, COLORADO

By: _____
President

By: _____
Mayor

Attest:

Attest:

By: _____
Secretary

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Legal Counsel for District

City Attorney

EXHIBIT F
Redlands 360 Metropolitan Districts No. 1 - 9
Financial Plan

I. Introduction

This finance plan ("Finance Plan") is being submitted to the City of Grand Junction, Colorado ("City") by Redlands Three Sixty, LLC, (the "Developer") a Colorado limited liability company, as required by Colorado Revised Statute 32-1-202 (2)(b) to provide financial and operational information for Redlands 360 Metropolitan Districts 1 through 9 (collectively the "Districts") for the financing of certain public infrastructure ("Public Infrastructure"), as herein defined, relating to Redlands 360, a 624 acre mixed-use development ("Project") located in the incorporated boundaries of the City. The Financing Plan states the assumptions related to the financial operations of the Districts.

II. Project Background

A. Project Overview

At buildout, the Project is anticipated to contain approximately 1,516 for-sale residential units and 150 for-rent multi-family units, as well as 4.2 acres of commercial property. The anticipated land uses are shown below and a conceptual land use plan has been included as Exhibit FP-1.

<u>Lot Type</u>	<u>District 9 DU</u>	<u>District 1-8 DU</u>	<u>Total</u>	<u>Ac</u>
For Sale Residential	0	1,516	1,516	
For Rent Multi-Family	0	150	150	
<u>Commercial</u>	0	0	0	4.2
Total	0	1,666	1,666	4.2

The sizes and locations of Districts 1 through 9 will be ultimately determined based on local market real estate trends. Initially, Project property will be annexed into the nine Districts. The final designation of the property to be annexed into Districts will depend on local real estate market conditions, the construction of public improvements, and the rate of sale of residential and commercial uses.

B. Construction Costs

The estimated total cost of the improvements including public sanitary sewer, water, streets, storm drainage facilities, parks & recreation facilities, and soft costs (collectively the "Public Improvements") is approximately \$85 million (2020) all of which have been determined as eligible for financing by the Districts. A summary of the Project's estimated Public Improvement costs have been provided in Exhibit FP-2.

C. District Financing Overview

In order to finance the Public Improvements outlined in Exhibit FP-2, the Developer requests that the City establish the nine (9) Districts, and provide the Districts with the authority to utilize General Obligation Bonds ("GO Bonds").

III. Financing Plan

A. District Boundary

The Districts will be established and phased as illustrated in **Exhibit FP-3**. As development of the Project moves forward based upon the local real estate market trends, eight (8) Districts will be utilized to facilitate the financing of the Public Improvements. Land area will be included or excluded into the nine (9) Districts as deemed appropriate by the Developer. At build-out, the Districts will include approximately 1,666 residential units, which are anticipated to include approximately 3,185 individuals, or 2.29 people per household.

B. Public Improvements

The Districts are being established to finance the construction, acquisition, and/or operation of the Project's Public Improvements and all necessary appurtenances as outlined in **Exhibit FP-2**. Upon the construction and/or acquisition of the Public Improvements, the Public Improvements will be dedicated by the District to the City and/or corresponding governmental entity for on-going operations and maintenance. All Public Improvements will be constructed to City, county, state, and federal standards as required.

C. Bond Financing

- i. **General Obligation Bonds** - The Public Improvements of the Districts will be primarily financed by the issuance of general obligation bonds (GO Bonds), secured by the ad valorem taxing authority of the Districts and specific ownership taxes collected. The financial forecast shown in **Exhibit FP-4** demonstrates the financial underwriting of the Districts. In order to finance a portion of the Public Improvements, the Financial Plan demonstrates the issuance of approximately \$45,500,000 in GO Bonds that will be supported by a 50 mill levy (debt service only) increase in the ad valorem property taxes for properties contained within the boundaries of the Districts along with 8.00% specific ownership taxes attributable to the mill levy collection. The Districts will have a maximum debt limitation of \$60,000,000. The GO Bond authorization is anticipated to have a life of 40 years or the longest term permitted by law. The use of Intergovernmental Agreements between the Districts is anticipated to reduce overall borrowing and operation & maintenance costs.
- ii. **Operations and Maintenance** - At the discretion of the District Boards, the Districts may levy an operations and maintenance tax of no more than fifteen (15) mills to assist in the administration of the District(s) and on-going maintenance of all District maintained Public Improvements (if any). Intergovernmental Agreements between Districts 1 – 8 and District 9 will be utilized to coordinate operations and maintenance of the public improvements by District 9. District 9 will eventually be controlled by the property owners within Districts 1 – 8, to operate District 9 for the benefit of the overall community.
- iii. **Estimated Bond Issuances** - As the local real estate market dictates, the Districts will issue the GO Bonds in multiple series over the term of the development. The Developer anticipates that the Districts will issue GO Bonds once a significant number of residential units have been constructed and are on the County tax rolls. The Financing Plan assumes an ultimate build-out over the next 20 to 25 years with 1,666 residential units being

completed and 30,000 square feet of commercial property development. All senior bonds have been assumed to be fixed rate and non-rated at an average interest rate of 5.00% over the life of the bonds. All subordinate bonds have an assumed average interest rate of 7.50% over the life of the bonds. The bonds are to be used to repay developer advances, fund construction costs, capitalized interest, a debt service reserve fund, and the costs of issuance. All of the revenues pledged to debt service are dependent solely upon the timely build-out at the projected market absorption rate and assessed values per unit. Based upon the development and revenue assumptions contained in the Financing Plan, the plan demonstrates the ability to adequately discharge the debt of the Districts in a feasible manner.

- iv. As outlined below, it is anticipated that the Districts will issue approximately \$50.5 million in gross bonds to generate approximately \$40.6 million in net bond proceeds to construct and/or acquire a portion of the Public Improvements outlined in **Exhibit FP-2**

Redlands 360 General Obligation Bond Summary	
General Obligation Bonds	Amount
Senior Bonds	\$45,450,000
Subordinate Bonds	\$5,000,000
Total Bonds – Gross Proceeds	\$50,450,000
Less:	
Capitalized Interest	(\$5,012,500)
Debt Service Reserve Fund	(\$3,112,750)
Costs of Issuance	(\$1,755,500)
Net Bond Proceeds	\$40,569,250

v. **Estimated Homeowner Obligations**

With an estimated average residential unit value of \$408,995 in the community, the total annual property taxes are anticipated to be approximately \$3,800, or \$316.67 per month; with approximately \$158. per month related to District payments.

Redlands 360 Annual Homeowner Obligation Summary

Taxes	TB - 14100	TB - 11276
Average Home Price	\$408,995	\$408,995
Base Mill Levy	63.219	65.346
Base Property Taxes	\$ 1,849	\$ 1,911
Base Tax Rate	0.452%	0.467%
Operations & Maintenance (15 Mills)	15.000	15.000
General Obligation Bonds (50 Mills)	50.000	50.000
Total Estimated District Payments	\$ 1,900	\$ 1,900
Additional District Tax Effective Rate	0.357%	0.357%
Total Annual Taxes	\$ 3,748	\$ 3,811
Total Tax Rate	0.916%	0.931%
Total Monthly Taxes	\$ 312.33	\$ 317.58
Monthly District Taxes (O&M)	\$ 36.55	\$ 36.55
Monthly District Taxes (Debt)	\$ 121.85	\$ 121.85

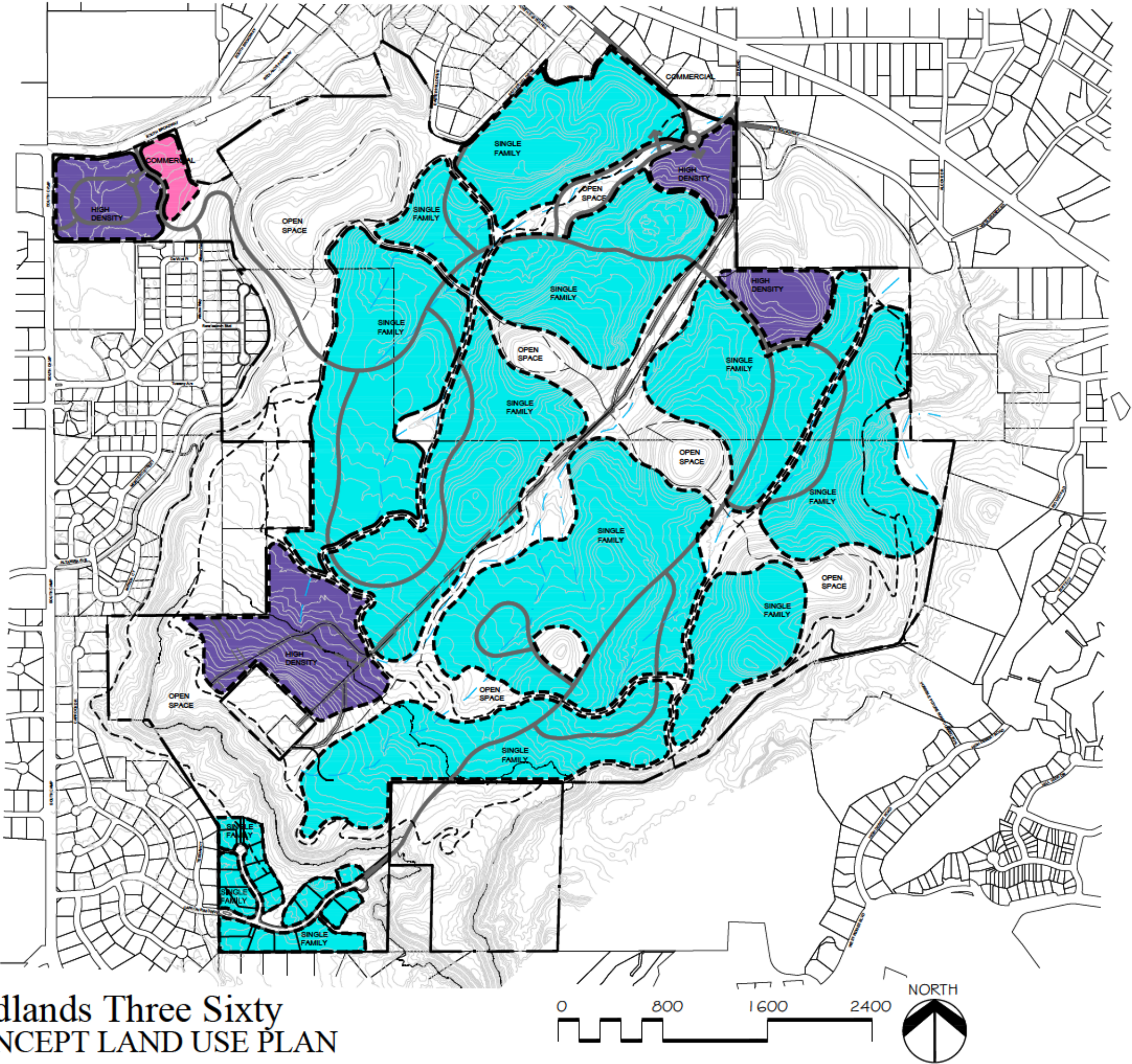
Source: Mesa County Assessor

Footnotes





1 In 2020 Dollars

S:\Projects\2019 job numbers\1912 - La Plata Com ODP Rezoning\1912 5-6-20.dwg, 5/11/2020 2:07:19 PM

Exhibit FP-1



CONCEPT LAND USE LEGEND

	SINGLE FAMILY
	HIGH DENSITY/MULTI-FAMILY
	COMMERCIAL
	OPEN SPACE

Redlands Three Sixty
CONCEPT LAND USE PLAN



CLAVONNE, ROBERTS & ASSOCIATES, INC.
LAND PLANNING AND
LANDSCAPE ARCHITECTURE
222 N. 7TH STREET GRAND JUNCTION, CO 81501 www.clavonne.com
970-241-0743 (P) 970-241-0765 (FX)

Redlands 360
Development by District Phase

3/19/2020

Project Cost by District	Total Costs	Fees	Streets	Storm	Water	Sewer	Parks/Trails
Phase 1 Development Costs	\$7,664,432	\$2,173,694	\$1,931,503	\$974,000	\$565,500	\$587,250	\$1,432,486
Phase 2 Development Costs	\$8,531,992	\$2,221,620	\$2,351,935	\$568,000	\$871,000	\$904,500	\$1,614,937
Phase 3 Development Costs	\$5,497,563	\$1,238,280	\$1,259,631	\$212,000	\$689,000	\$715,500	\$1,383,152
Phase 4 Development Costs	\$20,360,315	\$2,027,380	\$4,834,435	\$1,921,000	\$3,968,250	\$4,120,875	\$3,488,375
Phase 5 Development Costs	\$12,204,856	\$2,828,620	\$3,059,973	\$800,000	\$1,625,000	\$1,687,500	\$2,203,763
Phase 6 Development Costs	\$6,167,823	\$1,626,760	\$1,264,576	\$408,000	\$676,000	\$1,227,000	\$965,487
Phase 7 Development Costs Phase 8	\$12,570,349	\$3,387,060	\$2,689,906	\$658,000	\$1,488,500	\$1,545,750	\$2,801,133
Development Costs	<u>\$6,671,516</u>	<u>\$1,165,440</u>	<u>\$1,348,793</u>	<u>\$628,000</u>	<u>\$741,000</u>	<u>\$769,500</u>	<u>\$2,018,783</u>
Total Development Costs (2020)		\$16,668,854	\$18,740,751	\$6,169,000	\$10,624,250	\$11,557,875	\$15,908,117
Est. Cost Inflation (@ 3% per year)	\$3,316,309						
Estimate Inflated Cost (Life of Project)	<u>\$ 82,985,155</u>						

Footnotes to Project Costs:

1. Source: Developer, Austin Civil Group, Clavonne & Associates, Sorter Construction, DHM Design, and City of Grand Junction.
2. Estimates are based on 2020 dollars and/or adjusted to current dollar equivalents, and an annual construction cost inflation factor of 3% is included over the life of the project. Certain fee estimates anticipate increases over current rates and are 100% reimbursable.
3. Final reimbursement eligibility to be determined by an independent certification engineer.
4. Does not include electric, gas, cable, phone or geothermal costs.
5. Public streets, water, storm sewer, and sanitary sewer are 100% reimbursable. Facilities are assumed to be designed and constructed per city or district requirements for dedication to appropriate jurisdictions.
6. Earthwork, erosion control, miscellaneous contingency, design, survey, staking, and soils engineering costs associated with the public improvements shown are to be 100% reimbursable, based on independently certified engineer's review and approval.
7. All project street signage, striping and project monumentation costs are 100% reimbursable.
8. On-site lot development and utility service lines are attributable to private improvements and are not included, nor reimbursable.
9. Public park, trail, fencing, and recreational facility costs are 100% reimbursable. Facilities included are available for public use. All landscaping and public amenity costs are exclusive of private clubhouse, recreational facilities, and common residential lot line fencing. Private clubhouse and recreational facilities that are not available for public use and are not reimbursable.

Canyon Rim	Unit	Unit Cost	Quantity	Cost Est.
Project Fees				
Impact Fees - Residential	DU	\$2,275	22	\$50,050
Transportation Capacity Payment, Park Fee, Open Space Fee, School Impact Fee & Plant Investment Fee	DU	\$9,750	22	\$214,500
Inspection Fee	unit	\$115	22	\$2,530
Sanitary Sewer TE-03 S. Camp Trunk Extension Fee-1	unit	\$871	22	\$19,162
Total Project Fees				\$286,242
Streets				
Local Roads (incl. excavation) (Yellow)	LF	\$300	1,150	\$345,000
Entry Parkway - Median (Landscape in Median)	SF	\$4	5,400	\$21,600
Signs	EA	\$350	3	\$1,050
Lighting	LF	\$1,500	14	\$21,563
Total Streets				\$389,213
Storm Drainage				
In Street Storm System - Trench/Pipe/Inlets/MH	LF	\$40	1,150	\$46,000
Detention Ponds	LS	\$400,000	1	\$400,000
Total Storm Drainage				\$446,000
Water				
In Street Water Main	LF	\$130	1,150	\$149,500
Total Water				\$149,500
Sanitary Sewer				
In Street Sanitary Sewer	LF	\$135	1,150	\$155,250
Total Sanitary Sewer				\$155,250
Parks & Recreation/Landscape & Irrigation				
Trails				
Historical Off-Site	LF	\$2.50	2,500	\$6,250
Trailhead Limited (Parking/Signage/Benches)	EA	\$40,000	1	\$40,000
Parks				
4Brothers Park and Trails (12.5% to eight districts)	EA	\$500,000	6.250%	\$31,250
Bike Park	EA	\$2,000,000	6.250%	\$125,000
Landscape Panels (Plants & Irrigation)				
Tract Landscaping (\$4k/acre of total project)	Acre	\$4,000	23.21	\$92,840
Walls & Fences				
Modern Zig Zag Fence	LF	\$25	500	\$12,500
Gabion Wall	LF	\$70	200	\$14,000
Common Wall	LF	\$90	1,750	\$157,500
Community Fence	LF	\$40	3,500	\$140,000
Monumentation				
Community Monument	EA	\$75,000	1	\$75,000
Park Node Signage	Per Park	\$1,500	0.13	\$188
Mail Kiosk Structure	EA	\$12,000	14	\$18,667
Open Space Landscape Reclamation & Enhancement	SF	\$0.07	101,103	\$7,077
Total Parks & Recreation/Landscape & Irrigation				\$720,271
Total Canyon Rim				\$2,146,476
Phase 1 Majors				

Project Fees				
Impact Fees - Residential	DU	\$2,275	145	\$329,875
Impact Fees - Non-Residential	1,000 sf	\$695	183.0	\$127,152
Transportation Capacity Payment, Park Fee, Open Space Fee, School Impact Fee & Plant Investment Fee	DU	\$9,750	145	\$1,413,750
Inspection Fee	unit	\$115	145	\$16,675
Total Project Fees				\$1,887,452
<u>Streets</u>				
South Broadway Existing Road Enhancement	LS	\$500,000	1	\$500,000
Entry Parkway (incl. excavation) (Red)	LF	\$300	500	\$150,000
Entry Road from Commercial (Green)	LF	\$190	250	\$47,500
Local Roads (incl. excavation) (Yellow)	LF	\$205	700	\$143,500
Local Roads (incl. excavation) (Orange)	LF	\$210	1,750	\$367,500
Entry Parkway - Median (Landscape within Median)	SF	\$4	4,500	\$18,000
Signs	EA	\$350	15	\$5,250
Lighting	LF	\$1,500	40	\$60,000
Signalization	EA	\$250,000	1	\$250,000
Striping	LF	\$0.72	750	\$540
Total Streets				\$1,542,290
<u>Storm Drainage</u>				
In Street Storm System - Trench/Pipe/Inlets/MH	LF	\$40	3,200	\$128,000
Detention Ponds	EA	\$400,000	1	\$400,000
Total Storm Drainage				\$528,000
<u>Water</u>				
In Street Water Main	LF	\$130	3,200	\$416,000
Total Water				\$416,000
<u>Sanitary Sewer</u>				
In Street Sanitary Sewer	LF	\$135	3,200	\$432,000
Total Sanitary Sewer				\$432,000
<u>Parks & Recreation/Landscape & Irrigation</u>				
Trails				
Entry Road (Red) 2 Adjacent Trails - 6' Concrete (12' Total)	LF	\$66	500	\$33,000
Trailhead Limited (Parking/Signage/Benches)	EA	\$40,000	1	\$40,000
Parks				
4Brothers Park and Trails (12.5% to eight districts)	EA	\$500,000	6.250%	\$31,250
Bike Park	EA	\$2,000,000	6.250%	\$125,000
Landscape Panels (Plants & Irrigation)				
Entry Parkway (incl. excavation) (Red)	LF	\$76	500	\$38,000
Entry Road from Commercial (Green)	LF	\$32	250	\$8,000
Tract Landscaping (\$4k/acre of total project)	Acre	\$4,000	16.50	\$66,000
Walls & Fences				
Modern Zig Zag Fence	LF	\$25	598	\$14,950
Gabion Wall	LF	\$70	158	\$11,060
Common Wall	LF	\$90	1,900	\$171,000
Community Fence	LF	\$40	1,000	\$40,000
Monumentation				
Community Monument	EA	\$75,000	1	\$75,000

Park Node Signage	Per Park	\$1,500	0.13	\$188
Mail Kiosk Structure	EA	\$12,000	14	\$18,667
Open Space Landscape Reclamation & Enhancement	AC	\$10,000	4.01	\$40,100
Total Parks & Recreation/Landscape & Irrigation				\$712,214
Total Phase 1 Development Costs (w/Canyon Rim)				\$7,664,432

Phase 2 Majors	Unit	Unit Cost	Quantity	Cost Est.
Project Fees				
Impact Fees - Residential	DU	\$2,275	183	\$416,325
Transportation Capacity Payment, Park Fee, Open Space Fee, School Impact Fee & Plant Investment Fee	DU	\$9,750	183	\$1,784,250
Inspection Fee	unit	\$115	183	\$21,045
Total Project Fees				\$2,221,620
Streets				
23 Road Existing Road Enhancement	LS	\$200,000	1	\$200,000
Easter Hill Existing Road Enhancement	LS	\$200,000	1	\$200,000
Entry Parkway (incl. excavation) (Red)	LF	\$300	1,450	\$435,000
Loop Road (incl. excavation)(Dark Blue)	LF	\$225	600	\$135,000
Collector Road (incl. excavation) (Light Blue)	LF	\$250	300	\$75,000
Entry Parkway to Community Center (Light Blue)	LF	\$250	650	\$162,500
Local Roads (incl. excavation) (Yellow)	LF	\$205	3,300	\$676,500
Local Roads (incl. excavation) (Orange)	LF	\$210	400	\$84,000
Signs	EA	\$350	39	\$13,650
Lighting	LF	\$1,500	79	\$118,125
Signalization	EA	\$250,000	1	\$250,000
Striping	LF	\$0.72	3,000	\$2,160
Total Streets				\$2,351,935
Storm Drainage				
54" RCP Offsite Extension to Alcove	LF	\$400	700	\$280,000
In Street Storm System - Trench/Pipe/Inlets/MH	LF	\$40	6,700	\$268,000
Detention Ponds	EA	\$300,000	1	\$300,000
Total Storm Drainage				\$568,000
Water				
In Street Water Main	LF	\$130	6,700	\$871,000
Total Water				\$871,000
Sanitary Sewer				
In Street Sanitary Sewer	LF	\$135	6,700	\$904,500
Total Sanitary Sewer				\$904,500
Parks & Recreation/Landscape & Irrigation				
Trails				
Entry Road (Red) 2 Adjacent Trails - 6' Concrete (12' Total)	LF	\$66	1,450	\$95,700
Loop Road (Dark Blue) Meandering Trail - 8' Concrete	LF	\$44	600	\$26,400
Historical On-Site	LF	\$2.50	2,800	\$7,000
Historical Off-Site	LF	\$2.50	1,000	\$2,500
Trailhead Limited (Parking/Signage/Benches)	EA	\$40,000	1	\$40,000
Parks				
4Brothers Park and Trails (12.5% to eight districts)	EA	\$500,000	12.5%	\$62,500
Bike Park	EA	\$2,000,000	12.5%	\$250,000
Landscape Panels (Plants & Irrigation)				
Entry Parkway (incl. excavation) (Red)	LF	\$76	1,450	\$110,200
Loop Road (incl. excavation)(Dark Blue)	LF	\$32	600	\$19,200
25' Tract adjacent to Loop and Entry (50' Total)	LF	\$54	2,050	\$110,700
Collector Road (incl. excavation) (Light Blue)	LF	\$32	300	\$9,600
Entry Parkway to Community Center (Light Blue)	LF	\$32	650	\$20,800

Tract Landscaping (\$4k/acre of total project)	Acre	\$4,000	38.10	\$152,400
Walls & Fences				
Modern Zig Zag Fence	LF	\$25	852	\$21,300
Gabion Wall	LF	\$70	451	\$31,570
Common Wall	LF	\$90	4,097	\$368,730
Community Fence	LF	\$40	3,926	\$157,040
Monumentation				
Entry Monument	EA	\$75,000	1	\$75,000
Pod Monumentation	EA	\$20,000	1	\$20,000
Park Node Signage	Per Park	\$1,500	0.3	\$375
Mail Kiosk Structure	EA	\$12,000	14	\$18,667
Open Space Landscape Reclamation & Enhancement	SF	\$0.07	217,931	\$15,255
Total Parks & Recreation/Landscape & Irrigation				\$1,614,937
Total Phase 2 Development Costs				\$8,531,992

Phase 3 Majors				
	Unit	Unit Cost	Quantity	Cost Est.
Project Fees				
Impact Fees - Residential	DU	\$2,275	102	\$232,050
Transportation Capacity Payment, Park Fee, Open Space Fee, School Impact Fee & Plant Investment Fee	DU	\$9,750	102	\$994,500
Inspection Fee	unit	\$115	102	\$11,730
Total Project Fees				\$1,238,280
Streets				
Loop Road (incl. excavation)(Dark Blue)	LF	\$225	1,550	\$348,750
Collector Road (incl. excavation) (Light Blue)	LF	\$250	750	\$187,500
Local Roads (incl. excavation) (Yellow)	LF	\$205	3,000	\$615,000
Signs	EA	\$350	21	\$7,350
Lighting	LF	\$1,500	66	\$99,375
Striping	LF	\$0.72	2,300	\$1,656
Total Streets				\$1,259,631
Storm Drainage				
In Street Storm System - Trench/Pipe/Inlets/MH	LF	\$40	5,300	\$212,000
Total Storm Drainage				\$212,000
Water				
In Street Water Main	LF	\$130	5,300	\$689,000
Total Water				\$689,000
Sanitary Sewer				
In Street Sanitary Sewer	LF	\$135	5,300	\$715,500
Total Sanitary Sewer				\$715,500
Parks & Recreation/Landscape & Irrigation				
Trails				
8' Detached	LF	\$44	2,125	\$93,500
On-Site Amenity	LF	\$12	2,633	\$31,596
HOA Connector - 5' Concrete	LF	\$10	396	\$3,960
Special (Brothers)	LF	\$30	621	\$18,630
Loop Road (Dark Blue) Meandering Trail - 8' Concrete	LF	\$44	1,550	\$68,200
Historical On-Site	LF	\$2.50	4,100	\$10,250
Historical Off-Site	LF	\$2.50	1,000	\$2,500
Trailhead Limited (Parking/Signage/Benches)	EA	\$40,000	1	\$40,000
Parks				
4Brothers Park and Trails (12.5% to eight districts)	EA	\$500,000	12.5%	\$62,500
Bike Park	EA	\$2,000,000	12.5%	\$250,000
Landscape Panels (Plants & Irrigation)				
Loop Road (incl. excavation)(Dark Blue)	LF	\$32	1,550	\$49,600
25' Tract adjacent to Loop and Entry (50' Total)	LF	\$54	1,550	\$83,700
Collector Road (incl. excavation) (Light Blue)	LF	\$32	750	\$24,000
Tract Landscaping (\$4k/acre of total project)	Acre	\$4,000	27.50	\$110,000
Walls & Fences				
Modern Zig Zag Fence	LF	\$25	982	\$24,550
Gabion Wall	LF	\$70	239	\$16,730
Common Wall	LF	\$90	1,428	\$128,520
Community Fence	LF	\$40	7,091	\$283,640

Monumentation				
Pod Monumentation	EA	\$20,000	2	\$40,000
Park Node Signage	Per Park	\$1,500	0.3	\$375
Mail Kiosk Structure	EA	\$12,000	14	\$18,667
Open Space Landscape Reclamation & Enhancement	SF	\$0.07	317,640	\$22,235
Total Parks & Recreation/Landscape & Irrigation				\$1,383,152
Total Phase 3 Development Costs				\$5,497,563

Phase 4 Majors				
	Unit	Unit Cost	Quantity	Cost Est.
Project Fees				
Impact Fees - Residential	DU	\$2,275	167	\$379,925
Transportation Capacity Payment, Park Fee, Open Space Fee, School Impact Fee & Plant Investment Fee	DU	\$9,750	167	\$1,628,250
Inspection Fee	unit	\$115	167	\$19,205
Total Project Fees				\$2,027,380
Streets				
Loop Road (incl. excavation)(Dark Blue)	LF	\$225	2,950	\$663,750
Collector Road (incl. excavation) (Light Blue)	LF	\$250	2,200	\$550,000
Entry Road from Commercial and Canyon Rim (Green)	LF	\$190	2,650	\$503,500
15' Retaining Wall for Entry Road (assume 15' for half the length)	SF	\$37	13,125	\$485,625
Local Roads (incl. excavation) (Yellow)	LF	\$205	9,600	\$1,968,000
Water Tank Road (Brown)	LF	\$125	500	\$62,500
Signs	EA	\$350	66	\$23,100
Lighting	LF	\$1,500	382	\$572,344
Striping	LF	\$0.72	7,800	\$5,616
Total Streets				\$4,834,435
Storm Drainage				
In Street Storm System - Trench/Pipe/Inlets/MH	LF	\$40	30,525	\$1,221,000
Detention Ponds	EA	\$350,000	2	\$700,000
Total Storm Drainage				\$1,921,000
Water				
In Street Water Main	LF	\$130	30,525	\$3,968,250
Total Water				\$3,968,250
Sanitary Sewer				
In Street Sanitary Sewer	LF	\$135	30,525	\$4,120,875
Total Sanitary Sewer				\$4,120,875
Parks & Recreation/Landscape & Irrigation				
Trails				
8' Detached	LF	\$44	1,380	\$60,720
On-Site Amenity	LF	\$12	4,584	\$55,008
HOA Connector - 5' Concrete	LF	\$10	1,680	\$16,800
Special (Brothers)	LF	\$30	342	\$10,260
Loop Road (Dark Blue) Meandering Trail - 8' Concrete	LF	\$44	2,950	\$129,800
Historical On-Site	LF	\$2.50	10,900	\$27,250
Historical Off-Site	LF	\$2.50	1,000	\$2,500
Trailhead Full (Restroom/Parking/Fencing/Benches)	EA	\$240,000	2	\$480,000
Parks				
4Brothers Park and Trails (12.5% to eight districts)	EA	\$500,000	12.5%	\$62,500
Bike Park	EA	\$2,000,000	12.5%	\$250,000
Parks	EA	\$600,000	1	\$600,000
Landscape Panels (Plants & Irrigation)				
Loop Road (incl. excavation)(Dark Blue)	LF	\$32	2,950	\$94,400
25' Tract adjacent to Loop and Entry (50' Total)	LF	\$54	2,950	\$159,300
Collector Road (incl. excavation) (Light Blue)	LF	\$32	2,200	\$70,400
Tract Landscaping (\$4k/acre of total project)	Acre	\$4,000	74.20	\$296,800

Walls & Fences				
Modern Zig Zag Fence	LF	\$25	842	\$21,050
Gabion Wall	LF	\$70	640	\$44,800
Common Wall	LF	\$90	4,325	\$389,250
Community Fence	LF	\$40	14,906	\$596,240
Monumentation				
Pod Monumentation	EA	\$20,000	3	\$60,000
Park Node Signage	Per Park	\$1,500	0.3	\$375
Mail Kiosk Structure	EA	\$12,000	14	\$18,667
Open Space Landscape Reclamation & Enhancement	SF	\$0.07	603,654	\$42,256
Total Parks & Recreation/Landscape & Irrigation				\$3,488,375
Total Phase 4 Development Costs				\$20,360,315

Phase 5 Majors				
	Unit	Unit Cost	Quantity	Cost Est.
Project Fees				
Impact Fees - Residential	DU	\$2,275	233	\$530,075
Transportation Capacity Payment, Park Fee, Open Space Fee, School Impact Fee & Plant Investment Fee	DU	\$9,750	233	\$2,271,750
Inspection Fee	unit	\$115	233	\$26,795
Total Project Fees				\$2,828,620
<u>Streets</u>				
Loop Road (incl. excavation)(Dark Blue)	LF	\$225	1,250	\$281,250
Collector Road (incl. excavation) (Light Blue)	LF	\$250	2,750	\$687,500
Entry Parkway to Community Center (Light Blue)	LF	\$250	1,900	\$475,000
Local Roads (incl. excavation) (Yellow)	LF	\$205	5,250	\$1,076,250
Local Roads (incl. excavation) (Orange)	LF	\$210	1,350	\$283,500
Signs	EA	\$350	51	\$17,850
Lighting	LF	\$1,500	156	\$234,375
Striping	LF	\$0.72	5,900	\$4,248
Total Streets				\$3,059,973
<u>Storm Drainage</u>				
In Street Storm System - Trench/Pipe/Inlets/MH	LF	\$40	12,500	\$500,000
Detention Ponds	EA	\$300,000	1	\$300,000
Total Storm Drainage				\$800,000
<u>Water</u>				
In Street Water Main	LF	\$130	12,500	\$1,625,000
Total Water				\$1,625,000
<u>Sanitary Sewer</u>				
In Street Sanitary Sewer	LF	\$135	12,500	\$1,687,500
Total Sanitary Sewer				\$1,687,500
<u>Parks & Recreation/Landscape & Irrigation</u>				
Trails				
8' Detached	LF	\$44	1,699	\$74,756
On-Site Amenity	LF	\$12	6,601	\$79,212
HOA Connector - 5' Concrete	LF	\$10	1,260	\$12,600
Special (Brothers)	LF	\$30	363	\$10,890
Loop Road (Dark Blue) Meandering Trail - 8' Concrete	LF	\$44	1,250	\$55,000
Historical On-Site	LF	\$2.50	1,700	\$4,250
Historical Off-Site	LF	\$2.50	1,000	\$2,500
Parks				
4Brothers Park and Trails (12.5% to eight districts)	EA	\$500,000	12.5%	\$62,500
Bike Park	EA	\$2,000,000	12.5%	\$250,000
Parks	EA	\$600,000	1	\$600,000
Landscape Panels (Plants & Irrigation)				
Loop Road (incl. excavation)(Dark Blue)	LF	\$32	1,250	\$40,000
25' Tract adjacent to Loop and Entry (50' Total)	LF	\$54	1,250	\$67,500
Collector Road (incl. excavation) (Light Blue)	LF	\$32	2,750	\$88,000
Entry Parkway to Community Center (Light Blue)	LF	\$32	1,900	\$60,800
Tract Landscaping (\$4k/acre of total project)	Acre	\$4,000	54.70	\$218,800
Walls & Fences				

Modern Zig Zag Fence	LF	\$25	498	\$12,450
Gabion Wall	LF	\$70	148	\$10,360
Common Wall	LF	\$90	979	\$88,110
Community Fence	LF	\$40	10,031	\$401,240
Monumentation				
Pod Monumentation	EA	\$20,000	1	\$20,000
Park Node Signage	Per Park	\$1,500	0.3	\$375
Mail Kiosk Structure	EA	\$12,000	14	\$18,667
Open Space Landscape Reclamation & Enhancement	SF	\$0.07	367,908	\$25,754
Total Parks & Recreation/Landscape & Irrigation				\$2,203,763
Total Phase 5 Development Costs				\$12,204,856

Phase 6 Majors				
	Unit	Unit Cost	Quantity	Cost Est.
Project Fees				
Impact Fees - Residential	DU	\$2,275	134	\$304,850
Transportation Capacity Payment, Park Fee, Open Space Fee, School Impact Fee & Plant Investment Fee	DU	\$9,750	134	\$1,306,500
Inspection Fee	unit	\$115	134	\$15,410
Total Project Fees				\$1,626,760
Streets				
Collector Road (incl. excavation) (Light Blue)	LF	\$250	2,050	\$512,500
Local Roads (incl. excavation) (Yellow)	LF	\$205	3,150	\$645,750
Signs	EA	\$350	21	\$7,350
Lighting	LF	\$1,500	65	\$97,500
Striping	LF	\$0.72	2,050	\$1,476
Total Streets				\$1,264,576
Storm Drainage				
In Street Storm System - Trench/Pipe/Inlets/MH	LF	\$40	5,200	\$208,000
Detention Ponds	EA	\$200,000	1	\$200,000
Total Storm Drainage				\$408,000
Water				
In Street Water Main	LF	\$130	5,200	\$676,000
Total Water				\$676,000
Sanitary Sewer				
Lift Station (includes \$225k for maintenance contribution)	EA	\$525,000	1	\$525,000
In Street Sanitary Sewer	LF	\$135	5,200	\$702,000
Total Sanitary Sewer				\$1,227,000
Parks & Recreation/Landscape & Irrigation				
Trails				
8' Detached	LF	\$44	1,545	\$67,980
On-Site Amenity	LF	\$12	1,358	\$16,296
HOA Connector - 5' Concrete	LF	\$10	1,377	\$13,770
Historical On-Site	LF	\$2.50	4,100	\$10,250
Historical Off-Site	LF	\$2.50	1,000	\$2,500
Trailhead Limited (Parking/Signage/Benches)	EA	\$40,000	1	\$40,000
Parks				
4Brothers Park and Trails (12.5% to eight districts)	EA	\$500,000	12.5%	\$62,500
Bike Park	EA	\$2,000,000	12.5%	\$250,000
Landscape Panels (Plants & Irrigation)				
Collector Road (incl. excavation) (Light Blue)	LF	\$32	2,050	\$65,600
Tract Landscaping (\$4k/acre of total project)	Acre	\$4,000	37.00	\$148,000
Walls & Fences				
Common Wall	LF	\$90	228	\$20,520
Community Fence	LF	\$40	5,925	\$237,000
Monumentation				
Park Node Signage	Per Park	\$1,500	0.3	\$375
Mail Kiosk Structure	EA	\$12,000	14	\$18,667

Open Space Landscape Reclamation & Enhancement	SF	\$0.07	171,844	\$12,029
Total Parks & Recreation/Landscape & Irrigation				\$965,487
Total Phase 6 Development Costs				\$6,167,823

Phase 7 Majors				
	Unit	Unit Cost	Quantity	Cost Est.
Project Fees				
Impact Fees - Residential	DU	\$2,275	279	\$634,725
Transportation Capacity Payment, Park Fee, Open Space Fee, School Impact Fee & Plant Investment Fee	DU	\$9,750	279	\$2,720,250
Inspection Fee	unit	\$115	279	\$32,085
Total Project Fees				\$3,387,060
<u>Streets</u>				
Loop Road (incl. excavation)(Dark Blue)	LF	\$225	1,800	\$405,000
Collector Road (incl. excavation) (Light Blue)	LF	\$250	1,350	\$337,500
Local Roads (incl. excavation) (Yellow)	LF	\$205	5,450	\$1,117,250
Local Roads (incl. excavation) (Orange)	LF	\$210	2,850	\$598,500
Signs	EA	\$350	42	\$14,700
Lighting	LF	\$1,500	143	\$214,688
Striping	LF	\$0.72	3,150	\$2,268
Total Streets				\$2,689,906
<u>Storm Drainage</u>				
In Street Storm System - Trench/Pipe/Inlets/MH	LF	\$40	11,450	\$458,000
Entry Pond	EA	\$200,000	1	\$200,000
Total Storm Drainage				\$658,000
<u>Water</u>				
In Street Water Main	LF	\$130	11,450	\$1,488,500
Total Water				\$1,488,500
<u>Sanitary Sewer</u>				
In Street Sanitary Sewer	LF	\$135	11,450	\$1,545,750
Total Sanitary Sewer				\$1,545,750
<u>Parks & Recreation/Landscape & Irrigation</u>				
Trails				
8' Detached	LF	\$44	3,014	\$132,616
On-Site Amenity	LF	\$12	1,557	\$18,684
HOA Connector - 5' Concrete	LF	\$10	3,146	\$31,460
Loop Road (Dark Blue) Meandering Trail - 8' Concrete	LF	\$44	1,800	\$79,200
Historical On-Site	LF	\$2.50	9,000	\$22,500
Historical Off-Site	LF	\$2.50	1,000	\$2,500
Parks				
4Brothers Park and Trails (12.5% to eight districts)	EA	\$500,000	12.5%	\$62,500
Bike Park	EA	\$2,000,000	12.5%	\$250,000
Parks	EA	\$600,000	2	\$1,200,000
Landscape Panels (Plants & Irrigation)				
Loop Road (incl. excavation)(Dark Blue)	LF	\$32	1,800	\$57,600
25' Tract adjacent to Loop and Entry (50' Total)	LF	\$54	1,800	\$97,200
Collector Road (incl. excavation) (Light Blue)	LF	\$32	1,350	\$43,200
Tract Landscaping (\$4k/acre of total project)	Acre	\$4,000	56.10	\$224,400
Walls & Fences				
Modern Zig Zag Fence	LF	\$25	223	\$5,575
Gabion Wall	LF	\$70	84	\$5,880
Common Wall	LF	\$90	899	\$80,910

Community Fence	LF	\$40	11,084	\$443,360
Monumentation				
Park Node Signage	Per Park	\$1,500	0.3	\$375
Mail Kiosk Structure	EA	\$12,000	14	\$18,667
Open Space Landscape Reclamation & Enhancement	SF	\$0.07	350,092	\$24,506
Total Parks & Recreation/Landscape & Irrigation				\$2,801,133
Total Phase 7 Development Costs				\$12,570,349

Phase 8 Majors				
	Unit	Unit Cost	Quantity	Cost Est.
Project Fees				
Impact Fees - Residential	DU	\$2,275	96	\$218,400
Transportation Capacity Payment, Park Fee, Open Space Fee, School Impact Fee & Plant Investment Fee	DU	\$9,750	96	\$936,000
Inspection Fee	unit	\$115	96	\$11,040
Total Project Fees				\$1,165,440
Streets				
Loop Road (incl. excavation)(Dark Blue)	LF	\$225	1,000	\$225,000
Collector Road (incl. excavation) (Light Blue)	LF	\$250	900	\$225,000
Local Roads (incl. excavation) (Yellow)	LF	\$205	3,800	\$779,000
Signs	EA	\$350	33	\$11,550
Lighting	LF	\$1,500	71	\$106,875
Striping	LF	\$0.72	1,900	\$1,368
Total Streets				\$1,348,793
Storm Drainage				
In Street Storm System - Trench/Pipe/Inlets/MH	LF	\$40	5,700	\$228,000
Detention Pond	EA	\$400,000	1	\$400,000
Total Storm Drainage				\$628,000
Water				
In Street Water Main	LF	\$130	5,700	\$741,000
Total Water				\$741,000
Sanitary Sewer				
In Street Sanitary Sewer	LF	\$135	5,700	\$769,500
Total Sanitary Sewer				\$769,500
Parks & Recreation/Landscape & Irrigation				
Trails				
8' Detached	LF	\$44	1,235	\$54,340
On-Site Amenity	LF	\$12	816	\$9,792
HOA Connector - 5' Concrete	LF	\$10	1,644	\$16,440
Loop Road (Dark Blue) Meandering Trail - 8' Concrete	LF	\$44	1,000	\$44,000
Historical On-Site	LF	\$2.50	1,300	\$3,250
Historical Off-Site	LF	\$2.50	1,000	\$2,500
Trailhead Full (Restroom/Parking/Fencing/Benches)	EA	\$240,000	1	\$240,000
Parks				
4Brothers Park and Trails (12.5% to eight districts)	EA	\$500,000	12.5%	\$62,500
Bike Park	EA	\$2,000,000	12.5%	\$250,000
Parks	EA	\$600,000	1	\$600,000
Landscape Panels (Plants & Irrigation)				
Loop Road (incl. excavation)(Dark Blue)	LF	\$32	1,000	\$32,000
25' Tract adjacent to Loop and Entry (50' Total)	LF	\$54	1,000	\$54,000
Collector Road (incl. excavation) (Light Blue)	LF	\$32	900	\$28,800
Tract Landscaping (\$4k/acre of total project)	Acre	\$4,000	32.70	\$130,800
Walls & Fences				
Modern Zig Zag Fence	LF	\$25	211	\$5,275
Gabion Wall	LF	\$70	316	\$22,120
Common Wall	LF	\$90	2,515	\$226,350

Community Fence	LF	\$40	4,124	\$164,960
Monumentation				
Pod Monumentation	EA	\$20,000	2	\$40,000
Park Node Signage	Per Park	\$1,500	0.3	\$375
Mail Kiosk Structure	EA	\$12,000	14	\$18,667
Open Space Landscape Reclamation & Enhancement	SF	\$0.07	180,208	\$12,615
Total Parks & Recreation/Landscape & Irrigation				\$2,018,783
Total Phase 8 Development Costs				\$6,671,516

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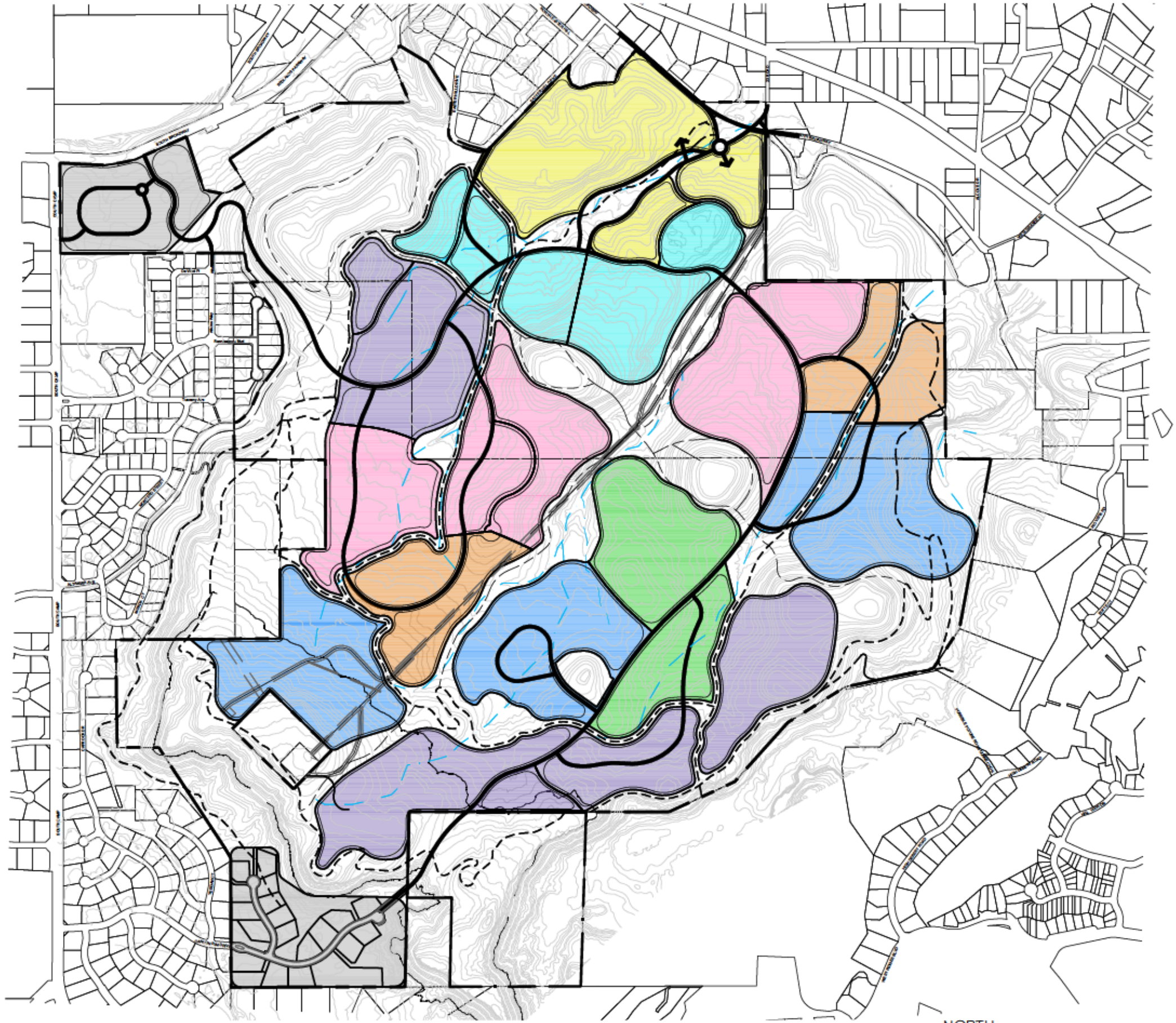
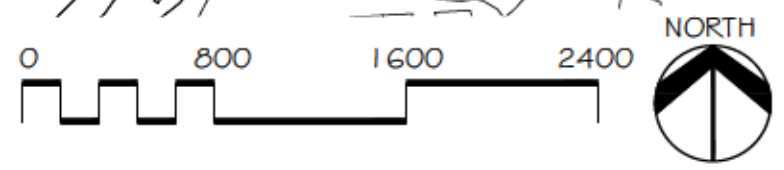


Exhibit FP-3

METRO DISTRICT PHASING LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- PHASE 5
- PHASE 6
- PHASE 7
- PHASE 8

Redlands Three Sixty
Metro District Phasing



CIAVONNE, ROBERTS & ASSOCIATES, INC.
LAND PLANNING AND
LANDSCAPE ARCHITECTURE
222 N. 7TH STREET GRAND JUNCTION, CO 81501 www.ciaovonne.com
970-241-0745 (P) 970-241-0765 (FX)

Exhibit FP-4
Redlands 360 Metropolitan Districts
Limited Tax General Obligation
Bonds
Service Plan Financing Information - 1,666
Units Issue Senior Debt @ 1.25x D/S - Sub @
1.00x

Development Summary - Sources & Uses

Sources	Yr 3	Yr 6	Yr 7	Yr 10	Yr 13	Yr 16	Yr 19	Yr 23	Senior Total	Sub Debt	Total
Bond Par Amount	7,450,000	3,000,000	3,000,000	3,000,000	6,000,000	8,000,000	6,200,000	8,800,000	45,450,000	4,998,558	50,449,000
Premium/(Discount)	-	-	-	-	-	-	-	-	-	-	-
Other Funds on Hand	-	-	-	-	-	-	-	-	-	-	-
Total Sources	7,450,000	3,000,000	3,000,000	3,000,000	6,000,000	8,000,000	6,200,000	8,800,000	45,450,000	4,999,000	50,449,000

Uses	Yr 3	Yr 6	Yr 7	Yr 10	Yr 13	Yr 16	Yr 19	Yr 23	Senior Total	Sub Debt	Total
Total Project Fund	5,598,000	2,279,750	2,260,750	2,163,500	4,709,000	6,328,500	4,767,500	7,462,250	35,569,250	4,998,558	40,567,808
Capitalized Interest	1,117,500	335,000	355,000	450,000	640,000	885,000	750,000	480,000	5,012,500	-	5,012,500
Debt Service Reserve Fund	511,000	205,250	204,250	206,500	411,000	546,500	434,500	593,750	3,112,750	-	3,112,750
Cost of Issuance	223,500	180,000	180,000	180,000	240,000	240,000	248,000	264,000	1,755,500	-	1,755,500
Total Uses	7,450,000	3,000,000	3,000,000	3,000,000	6,000,000	8,000,000	6,200,000	8,800,000	45,450,000	4,998,558	50,449,000

Development Assumptions

Debt Mill Levy	50.000 Mills	Residential Units	1,666
Operations Mill Levy	15.000 Mills	Average Market Value per Unit (Uninflated)	455,664
Total Mill Levy	65.000 Mills	Total Market Value (Uninflated)	759,135,690
Specific Ownership Tax %	8.00%	Total Residential Assessed Value (Uninflated)	54,278,202
Property Tax Collection Costs	2.00%	Commercial Sq Ft	30,000
Commercial Assessment Rate	29.00%	Average Market Value per Sq Ft (Uninflated)	200
Residential Assessment Rate	7.15%	Total Market Value (Uninflated)	6,000,000
Biennial Reappraisal Change	2.00%	Total Commercial Assessed Value (Uninflated)	1,740,000
		Total Assessed Value (Uninflated)	56,018,202

Bond Issuance Assumptions

Issued	Yr 3	Yr 6	Yr 7	Yr 10	Yr 13	Yr 16	Yr 19	Yr 23	Senior Total	Sub Debt	Avg/Total
Interest Rate	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	7.50%	5.25%
Costs of Issuance	3.00%	6.00%	6.00%	6.00%	4.00%	3.00%	4.00%	3.00%	3.86%		3.86%
Surplus Fund											1,000,000
Debt Service Coverage (Minimum)	1.25x	1.25x	1.25x	1.25x	1.25x	1.25x	1.25x	1.25x	1.25x	1.00x	NA
Final Term	Yr 33	Yr 36	Yr 37	Yr 40	Yr 43	Yr 46	Yr 49	Yr 53	Yr 53	Yr 51	Yr 51
Years	30 Years	30 Years	30 Years	30 Years	30 Years	30 Years	30 Years	30 Years	50 Years	50 Years	32 Years

Development Summary

Total Units/SF Complete d																								
		Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Total	
Comm	CR/SC	Commercial		10,000	10,000	10,000																		30,000
	CR/SC	Total		10,000	10,000	10,000																		30,000
Comm	Total			10,000	10,000	10,000																		30,000
Res	CR/SC	Semi Custom - CR	7	7	8																			22
		High Density - SC	16	16	16	17	17	17	17	16	16													165
	CR/SC	Total	23	23	24	17	17	17	17	16	16													187
	North	High Density		17	17	17	18																	69
		Intermediate +			2	3	3	2																10
		Intermediate			3	3	2	2																10
		Move-up	43	43	51	43	8	8																196
		Patio				9	17	10																53
		Upgrade					6	6																12
	North Total		43	60	73	75	54	35	10															350
	West	High Density								16	16	16	17	17	17	17	17	17	17	16	16	16		215
		Intermediate +						6	6	7	4	4	4	9	4	4	4							52
		Intermediate						7	6	6	4	4	4	9	4	4	4							52
		Move-up						18	19	19	19	18	19	19	19									150
		Upgrade						11	12	20				8	8	8	7							74
	West Total							42	43	52	43	42	43	62	52	33	32	17	17	17	16	16	16	543
	East	High Density									16	16	16	16	16	16	16							112
		Intermediate +													6	6	6	6	6	6				36
		Intermediate													6	6	6	6	6	6				36
		Move-up													12	12	12	12	12	12	12			72
		Patio									6	6	7	7	7	7	7	6	6					52
	East Total										22	22	23	47	47	47	47	46	30	24				308
	South	Custom						2	2	4	5	5	6	6	5	5	3	3	3	2	2	2		55
		Intermediate +					3	3	3	3	3	3					9	9	9	9				54
		Intermediate						3	3	3	3	3	3						9	9	9	9		54
		Upgrade						4	4	5										13	22	22	23	115
	South Total						3	3	12	12	15	11	8	9	6	5	5	12	25	43	42	33	34	278
Res	Total		66	83	97	92	74	97	82	81	74	91	73	94	105	85	84	75	72	84	58	49	50	1,666

Average of Inflated Market Value per Unit

		Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Total	
Comm	CR/SC	Commercial		\$206	\$208	\$210																	\$208	
	CR/SC	Average		\$206	\$208	\$210																	\$208	
Comm Total			\$206	\$208	\$210																		\$208	
Res	CR/SC	Semi Custom - CR	\$918,090	\$927,271	\$806,468																		\$883,943	
		High Density - SC	\$330,843	\$334,151	\$337,493	\$340,868	\$344,276	\$347,719	\$351,196	\$354,708	\$358,255	\$361,838											\$346,135	
	CR/SC	Average	\$624,466	\$630,711	\$571,980	\$340,868	\$344,276	\$347,719	\$351,196	\$354,708	\$358,255	\$361,838											\$470,244	
North		High Density		\$334,151	\$337,493	\$340,868	\$344,276																\$339,197	
		Intermed late +			613689.97	619826.87	626025.14	632285.39															622956.843	
		Intermed late			\$520,302	\$525,505	\$530,760	\$536,068															\$528,159	
		Move-up	\$391,934	\$395,853	\$399,812	\$403,810	\$407,848	\$411,926															\$400,718	
		Patio				\$470,188	\$474,890	\$479,639	\$484,435														\$477,280	
		Upgrade				\$716,526	\$723,691																\$720,109	
	North Average		\$391,934	\$375,286	\$445,153	\$460,668	\$510,745	\$543,875	\$484,435														\$473,147	
West		High Density								\$358,255	\$361,838	\$365,456	\$369,111	\$372,802	\$376,530	\$380,295	\$384,098	\$387,939	\$391,819	\$395,737	\$399,694	\$403,691	\$380,559	
		Intermed late +						\$632,285	\$638,608	\$644,994	\$651,444	\$657,959	\$664,538	\$671,184	\$677,896	\$684,674	\$691,521						\$662,390	
		Intermed late						\$536,068	\$541,428	\$546,843	\$552,311	\$557,834	\$563,413	\$569,047	\$574,737	\$580,484	\$586,289						\$561,591	
		Move-up						\$411,926	\$416,045	\$420,206	\$424,408	\$428,652	\$432,939	\$437,268	\$441,641								\$426,636	
		Upgrade						\$723,691	\$730,928	\$738,238				\$768,213	\$775,895	\$783,654	\$791,491						\$749,382	
	West Average							\$605,532	\$611,588	\$617,793	\$496,605	\$501,571	\$506,586	\$511,659	\$516,793	\$521,927	\$527,061	\$532,195	\$537,329	\$542,463	\$547,597	\$552,731	\$557,865	
East		High Density									\$361,838	\$365,456	\$369,111	\$372,802	\$376,530	\$380,295	\$384,098	\$387,939	\$391,819	\$395,737	\$399,694	\$403,691	\$556,803	
		Intermed late +												\$677,896	\$684,674	\$691,521	\$698,436	\$705,421	\$712,475				\$695,071	
		Intermed late												\$574,737	\$580,484	\$586,289	\$592,152	\$598,074	\$604,054				\$589,299	
		Move-up												\$441,641	\$446,057	\$450,518	\$455,023	\$459,573	\$464,169				\$452,830	
		Patio										\$499,114	\$504,105	\$509,147	\$514,238	\$519,380	\$524,574	\$529,820	\$535,118				\$516,937	
	East Average										\$430,476	\$434,781	\$439,129	\$516,263	\$521,425	\$526,640	\$531,906	\$537,172	\$542,438	\$547,704	\$552,969	\$558,235	\$563,501	
South		Custom							974,571	984,317	994,160	1,004,102	1,014,143	1,024,284	1,034,527	1,044,872	1,055,321	1,065,874	1,076,533	1,087,298	1,098,171	1,109,153	1,120,244	1,131,335
		Intermed late +						\$626,025	\$632,285	\$638,608	\$644,994	\$651,444	\$657,959					\$698,436	\$705,421	\$712,475	\$719,600			\$668,725
		Intermed late						\$541,428	\$546,843	\$552,311	\$557,834	\$563,413	\$569,047							\$604,054	\$610,095	\$616,196	\$622,358	\$578,358
		Upgrade							\$730,928	\$738,238	\$745,620								\$807,400	\$815,474	\$823,628	\$831,865	\$840,183	\$803,707
	South Average						\$626,025	\$632,285	\$721,384	\$728,598	\$735,812	\$743,026	\$750,240	\$757,454	\$764,668	\$771,882	\$779,096	\$786,310	\$793,524	\$800,738	\$807,952	\$815,166	\$822,380	\$829,594
Res Total			\$508,200	\$477,456	\$476,860	\$443,554	\$505,057	\$559,301	\$616,282	\$645,078	\$628,237	\$586,643	\$609,734	\$629,244	\$624,445	\$647,474	\$653,949	\$660,992	\$659,435	\$689,699	\$745,143	\$757,754	\$765,332	\$610,763

Development Summary

Market Value Additions by Year Built																											
			Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Total			
Comm	CR/SC	Commercial		\$2,060,602	\$2,081,208	\$2,102,020																		\$6,243,830			
CR/SC Total				\$2,060,602	\$2,081,208	\$2,102,020																		\$6,243,830			
Comm Total				\$2,060,602	\$2,081,208	\$2,102,020																		\$6,243,830			
Res	CR/SC	Semi Custom - CR	\$6,426,630	\$6,490,896	\$6,451,745																			\$19,369,271			
		High Density - SC	\$5,293,487	\$5,346,421	\$5,399,886	\$5,794,752	\$5,852,700	\$5,911,227	\$5,970,339	\$6,030,043	\$5,732,087	\$5,789,408												\$57,120,360			
CR/SC Total			\$11,720,117	\$11,837,318	\$11,851,631	\$5,794,752	\$5,852,700	\$5,911,227	\$5,970,339	\$6,030,043	\$5,732,087	\$5,789,408												\$76,489,631			
North																											
		High Density		\$5,680,573	\$5,737,379	\$5,794,752	\$6,196,976																	\$23,409,680			
		Intermediate +			\$1,227,380	\$1,859,481	\$1,878,075	\$1,264,571																\$6,229,507			
		Intermediate			\$1,580,906	\$1,576,515	\$1,061,520	\$1,072,135																\$5,271,077			
		Move-up	\$16,853,147	\$17,021,678	\$17,390,387	\$17,363,814	\$17,262,782	\$17,295,410																\$78,187,217			
		Patio				\$4,231,694	\$8,073,132	\$8,153,864	\$4,844,354															\$25,303,045			
		Upgrade					\$4,299,157	\$4,342,348																\$8,641,505			
North Total			\$16,853,147	\$17,702,231	\$18,916,051	\$30,826,356	\$24,771,643	\$18,128,138	\$4,944,354															\$147,041,898			
West																											
		High Density									\$5,732,087	\$5,789,408	\$5,847,302	\$6,278,886	\$6,337,635	\$6,401,012	\$6,465,022	\$6,529,672	\$6,594,968	\$6,660,918	\$6,331,791	\$6,395,109	\$6,459,060	\$81,818,871			
		Intermediate +									\$3,789,712	\$3,831,649	\$4,514,960	\$2,605,777	\$2,631,835	\$2,658,153	\$6,040,653	\$2,711,582	\$2,738,698	\$2,766,085				\$34,293,305			
		Intermediate									\$3,752,474	\$3,248,570	\$3,281,056	\$2,200,244	\$2,231,337	\$2,253,650	\$5,121,400	\$2,298,948	\$2,321,938	\$2,346,157				\$29,063,794			
		Move-up									\$7,434,672	\$7,904,854	\$7,983,912	\$8,083,751	\$7,715,737	\$8,225,833	\$8,308,091	\$8,391,172						\$64,008,092			
		Upgrade									\$7,980,805	\$8,771,139	\$14,764,751											\$55,659,026			
West Total											\$22,921,463	\$23,756,223	\$30,544,680	\$18,630,880	\$18,368,317	\$18,984,939	\$31,890,754	\$25,946,489	\$17,790,880	\$17,135,698	\$6,529,672	\$6,594,968	\$6,660,918	\$6,331,791	\$6,395,109	\$6,459,060	\$264,842,829
East																											
		High Density																							\$41,762,101		
		Intermediate +																							\$25,022,541		
		Intermediate																							\$21,214,748		
		Move-up																							\$32,608,758		
		Patio																							\$26,880,320		
East Total																									\$147,483,468		
South																											
		Custom																							\$7,180,715		
		Intermediate +																							\$37,077,336		
		Intermediate																							\$32,066,957		
		Upgrade																							\$29,786,431		
South Total																									\$147,483,468		
Res Total			\$18,573,263	\$18,533,599	\$18,707,482	\$36,821,008	\$32,502,438	\$48,857,673	\$42,383,881	\$45,071,817	\$35,658,933	\$48,609,706	\$34,617,824	\$49,213,399	\$54,533,642	\$45,559,022	\$45,223,122	\$38,541,520	\$43,216,100	\$53,181,198	\$38,615,208	\$32,460,198	\$33,634,983	\$855,972,186			
Total			\$18,573,263	\$18,600,171	\$18,848,880	\$38,723,025	\$32,502,438	\$48,857,673	\$42,383,881	\$45,071,817	\$35,658,933	\$48,609,706	\$34,617,824	\$49,213,399	\$54,533,642	\$45,559,022	\$45,223,122	\$38,541,520	\$43,216,100	\$53,181,198	\$38,615,208	\$32,460,198	\$33,634,983	\$862,236,086			

Assessed Value Additions by Collection Year																								
			Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Total
Comm	CR/SC	Commercial		\$597,575	\$603,550	\$609,586																		\$1,810,711
	CR/SC Total			\$597,575	\$603,550	\$609,586																		\$1,810,711
Res	CR/SC	Semi Custom - CR	\$459,504	\$464,099	\$461,300																			\$1,384,903
		High Density - SC	\$378,484	\$382,269	\$386,092	\$414,325	\$418,468	\$422,653	\$426,879	\$431,148	\$409,844	\$413,943												\$4,084,105
	CR/SC Total		\$837,988	\$846,368	\$847,392	\$414,325	\$418,468	\$422,653	\$426,879	\$431,148	\$409,844	\$413,943												\$5,469,008
North		High Density		\$406,161	\$410,223	\$414,325	\$443,084																	\$1,673,792
		Intermed late +			\$87,758	\$132,953	\$134,282	\$90,417																\$445,410
		Intermed late			\$111,605	\$112,721	\$75,899	\$76,658																\$376,882
		Move-up	\$1,205,000	\$1,217,050	\$1,457,913	\$1,241,513	\$233,289	\$235,622																\$5,590,386
		Patio					\$302,566	\$577,229	\$583,001	\$346,371														\$1,809,168
		Upgrade					\$307,390	\$310,464																\$617,853
	North Total		\$1,205,000	\$1,623,211	\$2,067,498	\$2,204,077	\$1,771,172	\$1,296,161	\$346,371															\$10,513,491
West		High Density								\$409,844	\$413,943	\$418,082	\$448,654	\$453,141	\$457,672	\$462,249	\$466,872	\$471,540	\$476,256	\$452,723	\$457,250	\$461,823	\$5,850,049	
		Intermed late +						\$271,250	\$273,963	\$322,820	\$186,313	\$188,176	\$190,058	\$431,907	\$193,878	\$195,817	\$197,775						\$2,451,957	
		Intermed late						\$268,302	\$232,273	\$234,595	\$157,961	\$159,541	\$161,136	\$366,182	\$164,375	\$166,019	\$167,679						\$2,078,061	
		Move-up						\$530,149	\$565,198	\$570,850	\$576,558	\$551,675	\$588,147	\$594,029	\$599,969									\$4,576,574
		Upgrade						\$569,183	\$627,136	\$1,055,680				\$439,418	\$443,812	\$448,250	\$396,141							\$3,979,620
	West Total							\$1,638,885	\$1,698,570	\$2,183,945	\$1,330,677	\$1,313,335	\$1,357,423	\$2,280,189	\$1,855,175	\$1,267,758	\$1,223,844	\$466,872	\$471,540	\$476,256	\$452,723	\$457,250	\$461,823	\$18,936,262
East		High Density						\$413,943	\$418,082	\$422,263			\$426,486	\$430,750	\$435,058	\$439,409								\$2,985,990
		Intermed late +											\$290,817.18	\$293,725.35	\$296,662.6	\$299,629.23	\$302,625.52	\$305,651.78						\$1,789,111.66
		Intermed late											\$246,562	\$249,028	\$251,518	\$254,033	\$256,574	\$259,139						\$1,516,854
		Move-up											\$378,928	\$382,717	\$386,544	\$390,410	\$394,314	\$398,257						\$2,331,169
		Patio											\$214,120	\$216,261	\$254,878	\$257,376	\$259,950	\$262,549	\$227,293	\$229,566				
	East Total							\$628,063	\$634,343	\$677,091	\$1,600,169	\$1,616,170	\$1,632,332	\$1,610,773	\$1,632,078	\$1,183,078	\$963,048							\$10,545,068
South		Custom						\$139,364	\$140,757	\$284,330	\$358,966	\$362,556	\$439,418	\$443,812	\$373,542	\$377,277	\$228,630	\$230,916	\$233,225	\$157,038	\$158,609	\$160,195	\$4,088,636	
		Intermed late +					\$134,282	\$135,625	\$136,981	\$138,351	\$139,735	\$141,132					\$449,444	\$453,938	\$458,478	\$463,062				\$2,651,030
		Intermed late						\$116,136	\$117,298	\$118,471	\$119,655	\$120,852	\$122,061											\$7,292,787
		Upgrade							\$209,045	\$211,136	\$266,559								\$750,478	\$1,282,740	\$1,295,567	\$1,308,523	\$1,381,681	\$6,705,730
	South Total						\$134,282	\$135,625	\$601,527	\$607,542	\$809,094	\$619,754	\$483,408	\$561,478	\$443,812	\$373,542	\$377,277	\$678,074	\$1,435,332	\$2,363,152	\$2,308,264	\$1,863,654	\$1,942,364	\$15,738,182
Total			\$2,042,988	\$3,067,154	\$3,518,440	\$3,227,988	\$2,323,923	\$3,493,324	\$3,073,347	\$3,222,635	\$2,549,615	\$2,975,094	\$2,475,174	\$3,518,758	\$3,899,155	\$3,257,470	\$3,233,453	\$2,755,719	\$3,089,951	\$3,802,456	\$2,760,987	\$2,320,904	\$2,404,186	\$63,012,722

Cash Flow Summary													
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13
Property Tax Revenue Information													
Beginning Assessed Value	-	-	-	-	-	2,042,988	5,151,002	8,669,441	12,070,818	14,394,741	18,175,960	21,249,307	24,896,928
Additions	-	-	-	-	2,042,988	3,067,154	3,518,440	3,227,988	2,323,923	3,493,324	3,073,347	3,222,635	2,549,615
Reappraisal Adjustments	-	-	-	-	-	40,860	-	173,389	-	287,895	-	424,986	-
Ending Assessed Value	-	-	-	-	2,042,988	5,151,002	8,669,441	12,070,818	14,394,741	18,175,960	21,249,307	24,896,928	27,446,543
D/S Mill Levy	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000
% Reappraisal Growth		2.00%		2.00%		2.00%		2.00%		2.00%		2.00%	
D/S Property Tax Revenue	-	-	-	-	102,149	257,550	433,472	603,541	719,737	908,798	1,062,465	1,244,846	1,372,327
Specific Ownership Taxes @ 8.00%	-	-	-	-	8,172	20,604	34,678	48,283	57,579	72,704	84,997	99,588	109,786
Treasurer's Fee - 2.00%	-	-	-	-	(2,206)	(5,563)	(9,363)	(13,036)	(15,546)	(19,630)	(22,949)	(26,889)	(29,642)
D/S Property Tax Revenue	-	-	-	-	108,115	272,591	458,787	638,788	761,770	961,872	1,124,513	1,317,545	1,452,471
Senior Debt Service Information													
Debt Service	-	-	-	372,500	372,500	372,500	522,500	807,500	960,750	983,500	1,059,750	1,361,750	1,418,000
Capitalized Interest	-	-	-	(372,500)	(372,500)	(372,500)	(150,000)	(290,000)	(345,000)	(205,000)	(150,000)	(300,000)	(245,000)
DSR Fund	-	-	-	-	-	-	(5,110)	(5,110)	(5,110)	(7,163)	(9,205)	(11,270)	(11,270)
Total Net Debt Service	-	-	-	-	-	-	367,390	512,390	610,640	771,338	900,545	1,050,480	1,161,730
D/S Coverage Ratio	-	-	-	-	-	-	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Revenue After Senior D/S	-	-	-	-	108,115	272,591	91,397	126,398	151,130	190,534	223,968	267,065	290,741
Surplus Fund Deposits = \$1,000,000	-	-	-	-	108,115	272,591	91,397	126,398	151,130	190,534	59,835	-	-
Revenue After Surplus Fund Deposit	-	-	-	-	-	-	-	-	-	-	164,133	267,065	290,741
Subordinate Bond Information													
Beginning Balance	-	5,373,450	5,776,458	6,209,693	6,675,420	7,176,076	7,714,282	8,292,853	8,914,817	9,583,428	10,302,185	10,910,716	11,461,955
Additions	4,998,558												
Interest Rate	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%
Interest	374,892	403,009	433,234	465,727	500,656	538,206	578,571	621,964	668,611	718,757	772,664	818,304	859,647
Payments	-	-	-	-	-	-	-	-	-	-	(164,133)	(267,065)	(290,741)
Ending Balance	5,373,450	5,776,458	6,209,693	6,675,420	7,176,076	7,714,282	8,292,853	8,914,817	9,583,428	10,302,185	10,910,716	11,461,955	12,030,861
Revenue After Subordinate D/S	-	-	-	-	-	-	-	-	-	-	-	-	-
Surplus Fund Information													
Deposits	-	-	-	-	108,115	272,591	91,397	126,398	151,130	190,534	59,835	-	-
Interest at 0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance	-	-	-	-	108,115	380,706	472,103	598,501	749,631	940,165	1,000,000	1,000,000	1,000,000
O&M Mill Summary Information													
Assessed Value	-	-	-	-	2,042,988	5,151,002	8,669,441	12,070,818	14,394,741	18,175,960	21,249,307	24,896,928	27,446,543
O&M Mill Levy	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000
O&M Property Tax Revenue	-	-	-	-	30,645	77,265	130,042	181,062	215,921	272,639	318,740	373,454	411,698
Specific Ownership Taxes @ 8.00%	-	-	-	-	2,452	6,181	10,403	14,485	17,274	21,811	25,499	29,876	32,936
Treasurer's Fee - 2.00%	-	-	-	-	(662)	(1,669)	(2,809)	(3,911)	(4,664)	(5,889)	(6,885)	(8,067)	(8,893)
O&M Property Tax Revenue	-	-	-	-	32,434	81,777	137,636	191,636	228,531	288,562	337,354	395,264	435,741
O&M Expenses	20,000	20,000	20,000	20,000	25,000	45,000	75,000	190,000	226,000	286,000	334,000	391,000	431,000
Net Cash Flow	(20,000)	(20,000)	(20,000)	(20,000)	7,434	36,777	62,636	1,636	2,531	2,562	3,354	4,264	4,741
O&M Fund Balance	(20,000)	(40,000)	(60,000)	(80,000)	(72,566)	(35,788)	26,848	28,484	31,015	33,577	36,931	41,194	45,936

Cash Flow Summary													
	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26
Property Tax Revenue Information													
Beginning Assessed Value	27,446,543	30,970,568	33,445,742	37,633,415	41,532,571	45,620,692	48,854,145	52,586,947	55,676,898	60,592,892	63,353,879	66,941,861	69,346,047
Additions	2,975,094	2,475,174	3,518,758	3,899,155	3,257,470	3,233,453	2,755,719	3,089,951	3,802,456	2,760,987	2,320,904	2,404,186	-
Reappraisal Adjustments	548,931	-	668,915	-	830,651	-	977,083	-	1,113,538	-	1,267,078	-	1,386,921
Ending Assessed Value	30,970,568	33,445,742	37,633,415	41,532,571	45,620,692	48,854,145	52,586,947	55,676,898	60,592,892	63,353,879	66,941,861	69,346,047	70,732,968
D/S Mill Levy	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000
% Reappraisal Growth	2.00%		2.00%		2.00%		2.00%		2.00%		2.00%		2.00%
D/S Property Tax Revenue	1,548,528	1,672,287	1,881,671	2,076,629	2,281,035	2,442,707	2,629,347	2,783,845	3,029,645	3,167,694	3,347,093	3,467,302	3,536,648
Specific Ownership Taxes @ 8.00%	123,882	133,783	150,534	166,130	182,483	195,417	210,348	222,708	242,372	253,416	267,767	277,384	282,932
Treasurer's Fee - 2.00%	(33,448)	(36,121)	(40,644)	(44,855)	(49,270)	(52,762)	(56,794)	(60,131)	(65,440)	(68,422)	(72,297)	(74,894)	(76,392)
D/S Property Tax Revenue	1,638,962	1,769,949	1,991,560	2,197,904	2,414,247	2,585,361	2,782,901	2,946,421	3,206,576	3,352,687	3,542,563	3,669,793	3,743,189
Senior Debt Service Information													
Debt Service	1,415,750	1,827,750	1,928,250	1,927,750	2,261,000	2,381,750	2,385,000	2,381,250	2,875,750	2,875,500	2,873,000	2,978,250	3,000,750
Capitalized Interest	(95,000)	(400,000)	(325,000)	(160,000)	(310,000)	(300,000)	(140,000)	-	(290,000)	(170,000)	(20,000)	-	-
DSR Fund	(11,270)	(15,380)	(15,380)	(15,380)	(20,845)	(20,845)	(20,845)	(25,190)	(25,190)	(25,190)	(25,190)	(31,128)	(31,128)
Total Net Debt Service	1,309,480	1,412,370	1,587,870	1,752,370	1,930,155	2,060,905	2,224,155	2,356,060	2,560,560	2,680,310	2,827,810	2,947,123	2,969,623
D/S Coverage Ratio	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.26
Revenue After Senior D/S	329,482	357,579	403,690	445,534	484,092	524,456	558,746	590,361	646,016	672,377	714,753	722,670	773,566
Surplus Fund Deposits = \$1,000,000													
Revenue After Surplus Fund Deposit	329,482	357,579	403,690	445,534	484,092	524,456	558,746	590,361	646,016	672,377	714,753	722,670	773,566
Subordinate Bond Information													
Beginning Balance	12,030,861	12,603,693	13,191,391	13,777,055	14,364,801	14,958,069	15,555,468	16,163,382	16,785,274	17,398,154	18,030,639	18,668,183	19,345,627
Additions													
Interest Rate	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%
Interest	902,315	945,277	989,354	1,033,279	1,077,360	1,121,855	1,166,660	1,212,254	1,258,896	1,304,862	1,352,298	1,400,114	1,450,922
Payments	(329,482)	(357,579)	(403,690)	(445,534)	(484,092)	(524,456)	(558,746)	(590,361)	(646,016)	(672,377)	(714,753)	(722,670)	(773,566)
Ending Balance	12,603,693	13,191,391	13,777,055	14,364,801	14,958,069	15,555,468	16,163,382	16,785,274	17,398,154	18,030,639	18,668,183	19,345,627	20,022,983
Revenue After Subordinate D/S	-	-	-	-	-	-	-	-	-	-	-	-	-
Surplus Fund Information													
Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest at 0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
O&M Mill Summary Information													
Assessed Value	30,970,568	33,445,742	37,633,415	41,532,571	45,620,692	48,854,145	52,586,947	55,676,898	60,592,892	63,353,879	66,941,861	69,346,047	70,732,968
O&M Mill Levy	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000
O&M Property Tax Revenue	464,559	501,686	564,501	622,989	684,310	732,812	788,804	835,153	908,893	950,308	1,004,128	1,040,191	1,060,995
Specific Ownership Taxes @ 8.00%	37,165	40,135	45,160	49,839	54,745	58,625	63,104	66,812	72,711	76,025	80,330	83,215	84,880
Treasurer's Fee - 2.00%	(10,034)	(10,836)	(12,193)	(13,457)	(14,781)	(15,829)	(17,038)	(18,039)	(19,632)	(20,527)	(21,689)	(22,468)	(22,917)
O&M Property Tax Revenue	491,689	530,985	597,468	659,371	724,274	775,608	834,870	883,926	961,973	1,005,806	1,062,769	1,100,938	1,122,957
O&M Expenses	487,000	526,000	591,000	653,000	717,000	768,000	827,000	875,000	952,000	996,000	1,052,000	1,090,000	1,112,000
Net Cash Flow	4,689	4,985	6,468	6,371	7,274	7,608	7,870	8,926	9,973	9,806	10,769	10,938	10,957
O&M Fund Balance	50,624	55,609	62,077	68,448	75,722	83,331	91,201	100,127	110,100	119,906	130,675	141,613	152,570

Cash Flow Summary													
	Yr 27	Yr 28	Yr 29	Yr 30	Yr 31	Yr 32	Yr 33	Yr 34	Yr 35	Yr 36	Yr 37	Yr 38	Yr 39
Property Tax Revenue Information													
Beginning Assessed Value	70,732,968	70,732,968	72,147,627	72,147,627	73,590,580	73,590,580	75,062,392	75,062,392	76,563,639	76,563,639	78,094,912	78,094,912	79,656,810
Additions	-	-	-	-	-	-	-	-	-	-	-	-	-
Reappraisal Adjustments	-	1,414,659	-	1,442,953	-	1,471,812	-	1,501,248	-	1,531,273	-	1,561,898	-
Ending Assessed Value	70,732,968	72,147,627	72,147,627	73,590,580	73,590,580	75,062,392	75,062,392	76,563,639	76,563,639	78,094,912	78,094,912	79,656,810	79,656,810
D/S Mill Levy	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000
% Reappraisal Growth		2.00%		2.00%		2.00%		2.00%		2.00%		2.00%	
D/S Property Tax Revenue	3,536,648	3,607,381	3,607,381	3,679,529	3,679,529	3,753,120	3,753,120	3,828,182	3,828,182	3,904,746	3,904,746	3,982,841	3,982,841
Specific Ownership Taxes @ 8.00%	282,932	288,591	288,591	294,362	294,362	300,250	300,250	306,255	306,255	312,380	312,380	318,627	318,627
Treasurer's Fee - 2.00%	(76,392)	(77,919)	(77,919)	(79,478)	(79,478)	(81,067)	(81,067)	(82,689)	(82,689)	(84,343)	(84,343)	(86,029)	(86,029)
D/S Property Tax Revenue	3,743,189	3,818,052	3,818,052	3,894,413	3,894,413	3,972,302	3,972,302	4,051,748	4,051,748	4,132,783	4,132,783	4,215,438	4,215,438
Senior Debt Service Information													
Debt Service	3,014,250	3,019,000	3,040,250	3,042,000	3,055,000	3,078,500	3,601,750	2,579,500	2,597,500	1,982,750	2,005,500	2,230,750	1,847,500
Capitalized Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR Fund	(31,128)	(31,128)	(31,128)	(31,128)	(31,128)	(31,128)	(542,128)	(26,018)	(26,018)	(231,268)	(228,215)	(228,423)	(19,858)
Total Net Debt Service	2,983,123	2,987,873	3,009,123	3,010,873	3,023,873	3,047,373	3,059,623	2,553,483	2,571,483	1,751,483	1,777,285	2,002,328	1,827,643
D/S Coverage Ratio	1.25	1.28	1.27	1.29	1.29	1.30	1.30	1.59	1.58	2.36	2.33	2.11	2.31
Revenue After Senior D/S	760,066	830,180	808,930	883,541	870,541	924,929	912,679	1,498,265	1,480,265	2,381,300	2,355,498	2,213,111	2,387,796
Surplus Fund Deposits = \$1,000,000													
Revenue After Surplus Fund Deposit	760,066	830,180	808,930	883,541	870,541	924,929	912,679	1,498,265	1,480,265	2,381,300	2,355,498	2,213,111	2,387,796
Subordinate Bond Information													
Beginning Balance	20,022,983	20,764,641	21,491,809	22,294,765	23,083,331	23,944,040	24,814,914	25,763,353	26,197,340	26,681,875	26,301,716	25,918,847	25,649,649
Additions	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Rate	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%
Interest	1,501,724	1,557,348	1,611,886	1,672,107	1,731,250	1,795,803	1,861,119	1,932,252	1,964,800	2,001,141	1,972,629	1,943,914	1,923,724
Payments	(760,066)	(830,180)	(808,930)	(883,541)	(870,541)	(924,929)	(912,679)	(1,498,265)	(1,480,265)	(2,381,300)	(2,355,498)	(2,213,111)	(2,387,796)
Ending Balance	20,764,641	21,491,809	22,294,765	23,083,331	23,944,040	24,814,914	25,763,353	26,197,340	26,681,875	26,301,716	25,918,847	25,649,649	25,185,577
Revenue After Subordinate D/S	-	-	-	-	-	-	-	-	-	-	-	-	-
Surplus Fund Information													
Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest at 0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
O&M Mill Summary Information													
Assessed Value	70,732,968	72,147,627	72,147,627	73,590,580	73,590,580	75,062,392	75,062,392	76,563,639	76,563,639	78,094,912	78,094,912	79,656,810	79,656,810
O&M Mill Levy	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000
O&M Property Tax Revenue	1,060,995	1,082,214	1,082,214	1,103,859	1,103,859	1,125,936	1,125,936	1,148,455	1,148,455	1,171,424	1,171,424	1,194,852	1,194,852
Specific Ownership Taxes @ 8.00%	84,880	86,577	86,577	88,309	88,309	90,075	90,075	91,876	91,876	93,714	93,714	95,588	95,588
Treasurer's Fee - 2.00%	(22,917)	(23,376)	(23,376)	(23,843)	(23,843)	(24,320)	(24,320)	(24,807)	(24,807)	(25,303)	(25,303)	(25,809)	(25,809)
O&M Property Tax Revenue	1,122,957	1,145,416	1,145,416	1,168,324	1,168,324	1,191,691	1,191,691	1,215,524	1,215,524	1,239,835	1,239,835	1,264,632	1,264,632
O&M Expenses	1,112,000	1,134,000	1,134,000	1,157,000	1,157,000	1,180,000	1,180,000	1,203,000	1,203,000	1,227,000	1,227,000	1,252,000	1,252,000
Net Cash Flow	10,957	11,416	11,416	11,324	11,324	11,691	11,691	12,524	12,524	12,835	12,835	12,632	12,632
O&M Fund Balance	163,526	174,942	186,358	197,682	209,006	220,696	232,387	244,911	257,436	270,270	283,105	295,737	308,368

Cash Flow Summary													
	Yr 40	Yr 41	Yr 42	Yr 43	Yr 44	Yr 45	Yr 46	Yr 47	Yr 48	Yr 49	Yr 50	Yr 51	Totals
Property Tax Revenue Information													
Beginning Assessed Value	79,656,810	81,249,947	81,249,947	82,874,946	82,874,946	84,532,445	84,532,445	86,223,093	86,223,093	87,947,555	87,947,555	89,706,506	
Additions	-	-	-	-	-	-	-	-	-	-	-	-	63,012,722
Reappraisal Adjustments	1,593,136	-	1,624,999	-	1,657,499	-	1,690,649	-	1,724,462	-	1,758,951	-	26,693,784
Ending Assessed Value	81,249,947	81,249,947	82,874,946	82,874,946	84,532,445	84,532,445	86,223,093	86,223,093	87,947,555	87,947,555	89,706,506	89,706,506	
D/S Mill Levy	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	50.000	
% Reappraisal Growth	2.00%		2.00%		2.00%		2.00%		2.00%		2.00%		
D/S Property Tax Revenue	4,062,497	4,062,497	4,143,747	4,143,747	4,226,622	4,226,622	4,311,155	4,311,155	4,397,378	4,397,378	4,485,325	4,485,325	140,871,011
Specific Ownership Taxes @ 8.00%	325,000	325,000	331,500	331,500	338,130	338,130	344,892	344,892	351,790	351,790	358,826	358,826	11,269,681
Treasurer's Fee - 2.00%	(87,750)	(87,750)	(89,505)	(89,505)	(91,295)	(91,295)	(93,121)	(93,121)	(94,983)	(94,983)	(96,883)	(96,883)	(3,042,814)
D/S Property Tax Revenue	4,299,747	4,299,747	4,385,742	4,385,742	4,473,457	4,473,457	4,562,926	4,562,926	4,654,185	4,654,185	4,747,268	4,747,268	78,154,786
Senior Debt Service Information													
Debt Service	1,876,250	2,316,750	1,524,000	1,562,750	2,139,250	1,080,500	1,112,750	1,588,250	682,500	679,750	465,750	1,071,000	90,536,750
Capitalized Interest	-	-	-	-	-	-	-	-	-	-	-	-	(5,012,500)
DSR Fund	(19,858)	(430,858)	(15,748)	(15,748)	(562,248)	(10,283)	(10,283)	(444,783)	(5,938)	(5,938)	(5,938)	(59,688)	(3,953,193)
Total Net Debt Service	1,856,393	1,885,893	1,508,253	1,547,003	1,577,003	1,070,218	1,102,468	1,143,468	676,563	673,813	459,813	471,313	81,571,058
D/S Coverage Ratio	2.32	2.28	2.91	2.83	2.84	4.18	4.14	3.99	6.88	6.91	10.32	10.07	
Revenue After Senior D/S	2,443,355	2,413,855	2,877,490	2,838,740	2,896,454	3,403,239	3,460,459	3,419,459	3,977,622	3,980,372	4,287,456	4,275,956	67,526,819
Surplus Fund Deposits = \$1,000,000	-	-	-	-	-	-	-	-	-	-	-	(1,000,000)	-
Revenue After Surplus Fund Deposit	2,443,355	2,413,855	2,877,490	2,838,740	2,896,454	3,403,239	3,460,459	3,419,459	3,977,622	3,980,372	4,287,456	5,275,956	67,526,819
Subordinate Bond Information													
Beginning Balance	25,185,577	24,631,140	24,064,621	22,991,977	21,877,636	20,622,004	18,765,416	16,712,363	14,546,331	11,659,684	8,553,788	4,907,866	-
Additions	-	-	-	-	-	-	-	-	-	-	-	-	4,998,558
Interest Rate	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	
Interest	1,888,918	1,847,336	1,804,847	1,724,398	1,640,823	1,546,650	1,407,406	1,253,427	1,090,975	874,476	641,534	368,090	62,528,261
Payments	(2,443,355)	(2,413,855)	(2,877,490)	(2,838,740)	(2,896,454)	(3,403,239)	(3,460,459)	(3,419,459)	(3,977,622)	(3,980,372)	(4,287,456)	(5,275,956)	(67,526,819)
Ending Balance	24,631,140	24,064,621	22,991,977	21,877,636	20,622,004	18,765,416	16,712,363	14,546,331	11,659,684	8,553,788	4,907,866	-	-
Revenue After Subordinate D/S	-	-	-	-	-	-	-	-	-	-	-	-	-
Surplus Fund Information													
Deposits	-	-	-	-	-	-	-	-	-	-	-	(1,000,000)	-
Interest at 0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-
O&M Mill Summary Information													
Assessed Value	81,249,947	81,249,947	82,874,946	82,874,946	84,532,445	84,532,445	86,223,093	86,223,093	87,947,555	87,947,555	89,706,506	89,706,506	
O&M Mill Levy	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	15.000	
O&M Property Tax Revenue	1,218,749	1,218,749	1,243,124	1,243,124	1,267,987	1,267,987	1,293,346	1,293,346	1,319,213	1,319,213	1,345,598	1,345,598	42,261,303
Specific Ownership Taxes @ 8.00%	97,500	97,500	99,450	99,450	101,439	101,439	103,468	103,468	105,537	105,537	107,648	107,648	3,380,904
Treasurer's Fee - 2.00%	(26,325)	(26,325)	(26,851)	(26,851)	(27,389)	(27,389)	(27,936)	(27,936)	(28,495)	(28,495)	(29,065)	(29,065)	(912,844)
O&M Property Tax Revenue	1,289,924	1,289,924	1,315,723	1,315,723	1,342,037	1,342,037	1,368,878	1,368,878	1,396,255	1,396,255	1,424,180	1,424,180	44,729,364
O&M Expenses	1,277,000	1,277,000	1,303,000	1,303,000	1,329,000	1,329,000	1,355,000	1,355,000	1,382,000	1,382,000	1,410,000	1,410,000	44,259,000
Net Cash Flow	12,924	12,924	12,723	12,723	13,037	13,037	13,878	13,878	14,255	14,255	14,180	14,180	470,364
O&M Fund Balance	321,293	334,217	346,939	359,662	372,699	385,736	399,614	413,492	427,747	442,003	456,183	470,364	

Debt Service Summary

Senior - Series 1 - Yr 3													
Date	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13
Principal	-	-	-	-	-	-	-	135,000	145,000	150,000	160,000	165,000	175,000
Coupon	-	-	-	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	-	-	-	372,500	372,500	372,500	372,500	372,500	365,750	358,500	351,000	343,000	334,750
Total P+I	-	-	-	372,500	372,500	372,500	372,500	507,500	510,750	508,500	511,000	508,000	509,750
CAPI	-	-	-	(372,500)	(372,500)	(372,500)	-	-	-	-	-	-	-
DSR	-	-	-	-	-	-	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)
Net D/S	-	-	-	-	-	-	367,390	502,390	505,640	503,390	505,890	502,890	504,640

Senior - Series 2 - Yr 6													
Date	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13
Principal	-	-	-	-	-	-	-	-	-	25,000	55,000	55,000	60,000
Coupon	-	-	-	-	-	-	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	-	-	-	-	-	-	150,000	150,000	150,000	150,000	148,750	146,000	143,250
Total P+I	-	-	-	-	-	-	150,000	150,000	150,000	175,000	203,750	201,000	203,250
CAPI	-	-	-	-	-	-	(150,000)	(140,000)	(45,000)	-	-	-	-
DSR	-	-	-	-	-	-	-	-	-	(2,053)	(2,053)	(2,053)	(2,053)
Net D/S	-	-	-	-	-	-	-	10,000	105,000	172,948	201,698	198,948	201,198

Senior - Series 3 - Yr 7													
Date	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13
Principal	-	-	-	-	-	-	-	-	-	-	45,000	55,000	55,000
Coupon	-	-	-	-	-	-	-	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	-	-	-	-	-	-	-	150,000	150,000	150,000	150,000	147,750	145,000
Total P+I	-	-	-	-	-	-	-	150,000	150,000	150,000	195,000	202,750	200,000
CAPI	-	-	-	-	-	-	-	(150,000)	(150,000)	(55,000)	-	-	-
DSR	-	-	-	-	-	-	-	-	-	-	(2,043)	(2,043)	(2,043)
Net D/S	-	-	-	-	-	-	-	-	-	95,000	192,958	200,708	197,958

Senior - Series 4 - Yr 8													
Date	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13
Principal	-	-	-	-	-	-	-	-	-	-	-	-	55,000
Coupon	-	-	-	-	-	-	-	-	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	-	-	-	-	-	-	-	-	150,000	150,000	150,000	150,000	150,000
Total P+I	-	-	-	-	-	-	-	-	150,000	150,000	150,000	150,000	205,000
CAPI	-	-	-	-	-	-	-	-	(150,000)	(150,000)	(150,000)	-	-
DSR	-	-	-	-	-	-	-	-	-	-	-	(2,065)	(2,065)
Net D/S	-	-	-	-	-	-	-	-	-	-	-	147,935	202,935

Senior - Series 5 - Yr 11													
Date	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-
Coupon	-	-	-	-	-	-	-	-	-	-	5.00%	5.00%	5.00%
Interest	-	-	-	-	-	-	-	-	-	-	300,000	300,000	300,000
Total P+I	-	-	-	-	-	-	-	-	-	-	300,000	300,000	300,000
CAPI	-	-	-	-	-	-	-	-	-	-	(300,000)	(245,000)	-
DSR	-	-	-	-	-	-	-	-	-	-	-	-	-
Net D/S	-	-	-	-	-	-	-	-	-	-	-	-	55,000

Senior - Series 6 - Yr 14													
Date	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-
Coupon	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Total P+I	-	-	-	-	-	-	-	-	-	-	-	-	-
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	-	-	-	-	-	-	-	-	-	-	-	-	-
Net D/S	-	-	-	-	-	-	-	-	-	-	-	-	-

Debt Service Summary

Senior - Series 1 - Yr 3

Date	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26
Principal	180,000	190,000	200,000	210,000	220,000	235,000	245,000	255,000	270,000	280,000	295,000	310,000	325,000
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	326,000	317,000	307,500	297,500	287,000	276,000	264,250	252,000	239,250	225,750	211,750	197,000	181,500
Total P+I	506,000	507,000	507,500	507,500	507,000	511,000	509,250	507,000	509,250	505,750	506,750	507,000	506,500
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)
Net D/S	500,890	501,890	502,390	502,390	501,890	505,890	504,140	501,890	504,140	500,640	501,640	501,890	501,390

Senior - Series 2 - Yr 6

Date	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26
Principal	65,000	65,000	70,000	75,000	75,000	80,000	85,000	90,000	95,000	95,000	100,000	105,000	110,000
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	140,250	137,000	133,750	130,250	126,500	122,750	118,750	114,500	110,000	105,250	100,500	95,500	90,250
Total P+I	205,250	202,000	203,750	205,250	201,500	202,750	203,750	204,500	205,000	200,250	200,500	200,500	200,250
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)
Net D/S	203,198	199,948	201,698	203,198	199,448	200,698	201,698	202,448	202,948	198,198	198,448	198,448	198,198

Senior - Series 3 - Yr 7

Date	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26
Principal	60,000	65,000	65,000	70,000	75,000	75,000	80,000	85,000	90,000	90,000	95,000	100,000	105,000
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	142,250	139,250	136,000	132,750	129,250	125,500	121,750	117,750	113,500	109,000	104,500	99,750	94,750
Total P+I	202,250	204,250	201,000	202,750	204,250	200,500	201,750	202,750	203,500	199,000	199,500	199,750	199,750
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)
Net D/S	200,208	202,208	198,958	200,708	202,208	198,458	199,708	200,708	201,458	196,958	197,458	197,708	197,708

Senior - Series 4 - Yr 8

Date	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26
Principal	55,000	60,000	65,000	65,000	70,000	75,000	75,000	80,000	85,000	90,000	95,000	100,000	105,000
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	147,250	144,500	141,500	138,250	135,000	131,500	127,750	124,000	120,000	115,750	111,250	106,500	101,500
Total P+I	202,250	204,500	206,500	203,250	205,000	206,500	202,750	204,000	205,000	205,750	206,250	206,500	206,500
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)
Net D/S	200,185	202,435	204,435	201,185	202,935	204,435	200,685	201,935	202,935	203,685	204,185	204,435	204,435

Senior - Series 5 - Yr 11

Date	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26
Principal	-	10,000	110,000	115,000	120,000	125,000	135,000	140,000	145,000	155,000	160,000	170,000	180,000
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	300,000	300,000	299,500	294,000	288,250	282,250	276,000	269,250	262,250	255,000	247,250	239,250	230,750
Total P+I	300,000	310,000	409,500	409,000	408,250	407,250	411,000	409,250	407,250	410,000	407,250	409,250	410,750
CAPI	(95,000)	-	-	-	-	-	-	-	-	-	-	-	-
DSR	-	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)
Net D/S	205,000	305,890	405,390	404,890	404,140	403,140	406,890	405,140	403,140	405,890	403,140	405,140	406,640

Senior - Series 6 - Yr 14

Date	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26
Principal	-	-	-	-	25,000	145,000	155,000	160,000	170,000	175,000	185,000	195,000	205,000
Coupon	-	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	-	400,000	400,000	400,000	400,000	398,750	391,500	383,750	375,750	367,250	358,500	349,250	339,500
Total P+I	-	400,000	400,000	400,000	425,000	543,750	546,500	543,750	545,750	542,250	543,500	544,250	544,500
CAPI	-	(400,000)	(325,000)	(160,000)	-	-	-	-	-	-	-	-	-
DSR	-	-	-	-	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)
Net D/S	-	-	75,000	240,000	419,535	538,285	541,035	538,285	540,285	536,785	538,035	538,785	539,035

Debt Service Summary

Senior - Series 1 - Yr 3

Date	Yr 27	Yr 28	Yr 29	Yr 30	Yr 31	Yr 32	Yr 33	Yr 34	Yr 35	Yr 36	Yr 37	Yr 38	Yr 39
Principal	345,000	360,000	380,000	395,000	415,000	440,000	970,000	-	-	-	-	-	-
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	-	-	-	-	-	-
Interest	165,250	148,000	130,000	111,000	91,250	70,500	48,500	-	-	-	-	-	-
Total P+I	\$10,250	\$08,000	\$10,000	\$06,000	\$06,250	\$10,500	\$108,500	-	-	-	-	-	-
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(5,110)	(516,110)	-	-	-	-	-	-
Net D/S	505,140	502,890	504,890	500,890	501,140	505,390	502,390	-	-	-	-	-	-

Senior - Series 2 - Yr 6

Date	Yr 27	Yr 28	Yr 29	Yr 30	Yr 31	Yr 32	Yr 33	Yr 34	Yr 35	Yr 36	Yr 37	Yr 38	Yr 39
Principal	120,000	125,000	130,000	135,000	145,000	150,000	160,000	165,000	175,000	390,000	-	-	-
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	-	-	-
Interest	84,750	78,750	72,500	66,000	59,250	52,000	44,500	36,500	28,250	19,500	-	-	-
Total P+I	204,750	203,750	202,500	201,000	204,250	202,000	204,500	201,500	203,250	-	-	-	-
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(2,053)	(207,303)	-	-	-
Net D/S	202,698	201,698	200,448	198,948	202,198	199,948	202,448	199,448	201,198	(207,303)	-	-	-

Senior - Series 3 - Yr 7

Date	Yr 27	Yr 28	Yr 29	Yr 30	Yr 31	Yr 32	Yr 33	Yr 34	Yr 35	Yr 36	Yr 37	Yr 38	Yr 39
Principal	110,000	115,000	125,000	130,000	135,000	145,000	150,000	155,000	165,000	175,000	385,000	-	-
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	-	-
Interest	89,500	84,000	78,250	72,000	65,500	58,750	51,500	44,000	36,250	28,000	19,250	-	-
Total P+I	199,500	199,000	203,250	202,000	200,500	203,750	201,500	199,000	201,250	-	-	-	-
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(2,043)	(206,293)	-	-
Net D/S	197,458	196,958	201,208	199,958	198,458	201,708	199,458	196,958	199,208	(2,043)	(206,293)	-	-

Senior - Series 4 - Yr 8

Date	Yr 27	Yr 28	Yr 29	Yr 30	Yr 31	Yr 32	Yr 33	Yr 34	Yr 35	Yr 36	Yr 37	Yr 38	Yr 39
Principal	110,000	115,000	120,000	125,000	130,000	140,000	145,000	150,000	160,000	165,000	175,000	390,000	-
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	-
Interest	96,250	90,750	85,000	79,000	72,750	66,250	59,250	52,000	44,500	36,500	28,250	19,500	-
Total P+I	206,250	205,750	205,000	204,000	202,750	206,250	204,250	202,000	204,500	201,500	203,250	409,500	-
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(2,065)	(208,565)	-
Net D/S	204,185	203,685	202,935	201,935	200,685	204,185	202,185	199,935	202,435	199,435	201,185	200,935	-

Senior - Series 5 - Yr 11

Date	Yr 27	Yr 28	Yr 29	Yr 30	Yr 31	Yr 32	Yr 33	Yr 34	Yr 35	Yr 36	Yr 37	Yr 38	Yr 39
Principal	185,000	195,000	205,000	215,000	225,000	240,000	250,000	265,000	275,000	290,000	305,000	320,000	335,000
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	221,750	212,500	202,750	192,500	181,750	170,500	158,500	146,000	132,750	119,000	104,500	89,250	73,250
Total P+I	406,750	407,500	407,750	407,500	406,750	410,500	408,500	411,000	407,750	409,000	409,500	409,250	408,250
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)	(4,110)
Net D/S	402,640	403,390	403,640	403,390	402,640	406,390	404,390	406,890	403,640	404,890	405,390	405,140	404,140

Senior - Series 6 - Yr 14

Date	Yr 27	Yr 28	Yr 29	Yr 30	Yr 31	Yr 32	Yr 33	Yr 34	Yr 35	Yr 36	Yr 37	Yr 38	Yr 39
Principal	215,000	225,000	235,000	250,000	260,000	275,000	290,000	300,000	315,000	335,000	350,000	365,000	385,000
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	329,250	318,500	307,250	295,500	283,000	270,000	256,250	241,750	226,750	211,000	194,250	176,750	158,500
Total P+I	\$444,250	\$543,500	\$542,250	\$545,500	\$543,000	\$545,000	\$546,250	\$541,750	\$541,750	\$546,000	\$544,250	\$541,750	\$543,500
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)
Net D/S	538,785	538,035	536,785	540,035	537,535	539,535	540,785	536,285	536,285	540,535	538,785	536,285	538,035

Debt Service Summary

Senior - Series 1 - Yr 3													
Date	Yr 40	Yr 41	Yr 42	Yr 43	Yr 44	Yr 45	Yr 46	Yr 47	Yr 48	Yr 49	Yr 50	Yr 51	Totals
Principal	-	-	-	-	-	-	-	-	-	-	-	-	7,450,000
Coupon	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	7,762,500
Total P+I	-	-	-	-	-	-	-	-	-	-	-	-	15,212,500
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	(1,117,500)
DSR	-	-	-	-	-	-	-	-	-	-	-	-	(648,970)
Net D/S	-	-	-	-	-	-	-	-	-	-	-	-	13,446,030

Senior - Series 2 - Yr 6													
Date	Yr 40	Yr 41	Yr 42	Yr 43	Yr 44	Yr 45	Yr 46	Yr 47	Yr 48	Yr 49	Yr 50	Yr 51	Totals
Principal	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000
Coupon	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	3,105,250
Total P+I	-	-	-	-	-	-	-	-	-	-	-	-	5,695,750
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	(335,000)
DSR	-	-	-	-	-	-	-	-	-	-	-	-	(260,668)
Net D/S	-	-	-	-	-	-	-	-	-	-	-	-	5,100,083

Senior - Series 3 - Yr 7													
Date	Yr 40	Yr 41	Yr 42	Yr 43	Yr 44	Yr 45	Yr 46	Yr 47	Yr 48	Yr 49	Yr 50	Yr 51	Totals
Principal	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000
Coupon	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	3,085,750
Total P+I	-	-	-	-	-	-	-	-	-	-	-	-	5,478,500
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	(355,000)
DSR	-	-	-	-	-	-	-	-	-	-	-	-	(259,398)
Net D/S	-	-	-	-	-	-	-	-	-	-	-	-	4,864,103

Senior - Series 4 - Yr 8													
Date	Yr 40	Yr 41	Yr 42	Yr 43	Yr 44	Yr 45	Yr 46	Yr 47	Yr 48	Yr 49	Yr 50	Yr 51	Totals
Principal	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000
Coupon	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	3,124,750
Total P+I	-	-	-	-	-	-	-	-	-	-	-	-	6,124,750
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	(450,000)
DSR	-	-	-	-	-	-	-	-	-	-	-	-	(262,255)
Net D/S	-	-	-	-	-	-	-	-	-	-	-	-	5,412,495

Senior - Series 5 - Yr 11													
Date	Yr 40	Yr 41	Yr 42	Yr 43	Yr 44	Yr 45	Yr 46	Yr 47	Yr 48	Yr 49	Yr 50	Yr 51	Totals
Principal	350,000	780,000	-	-	-	-	-	-	-	-	-	-	6,000,000
Coupon	5.00%	5.00%	-	-	-	-	-	-	-	-	-	-	-
Interest	56,500	39,000	-	-	-	-	-	-	-	-	-	-	6,244,250
Total P+I	406,500	819,000	-	-	-	-	-	-	-	-	-	-	12,244,250
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	(640,000)
DSR	(4,110)	(415,110)	-	-	-	-	-	-	-	-	-	-	(521,970)
Net D/S	402,390	403,890	-	-	-	-	-	-	-	-	-	-	11,082,280

Senior - Series 6 - Yr 14													
Date	Yr 40	Yr 41	Yr 42	Yr 43	Yr 44	Yr 45	Yr 46	Yr 47	Yr 48	Yr 49	Yr 50	Yr 51	Totals
Principal	405,000	425,000	445,000	470,000	1,040,000	-	-	-	-	-	-	-	8,000,000
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	-	-	-	-	-	-	-	-
Interest	139,250	119,000	97,750	75,500	52,000	-	-	-	-	-	-	-	8,316,500
Total P+I	544,250	544,000	542,750	545,500	1,092,000	-	-	-	-	-	-	-	16,316,500
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	(885,000)
DSR	(5,465)	(5,465)	(5,465)	(5,465)	(5,465)	-	-	-	-	-	-	-	(694,055)
Net D/S	538,785	538,535	537,285	540,035	540,035	-	-	-	-	-	-	-	14,737,445

Debt Service Summary													
Senior - Series 7 - Yr 17													
Date	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-
Coupon	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Total P+I	-	-	-	-	-	-	-	-	-	-	-	-	-
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	-	-	-	-	-	-	-	-	-	-	-	-	-
Net D/S	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior - Series 8 - Yr 21													
Date	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-
Coupon	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Total P+I	-	-	-	-	-	-	-	-	-	-	-	-	-
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	-	-	-	-	-	-	-	-	-	-	-	-	-
Net D/S	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior - Total													
Date	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13
Principal	-	-	-	-	-	-	-	135,000	145,000	175,000	260,000	275,000	345,000
Interest	-	-	-	372,500	372,500	372,500	522,500	672,500	815,750	808,500	799,750	1,086,750	1,073,000
Total P+I	-	-	-	372,500	372,500	372,500	522,500	807,500	960,750	983,500	1,059,750	1,361,750	1,418,000
CAPI	-	-	-	(372,500)	(372,500)	(372,500)	(150,000)	(290,000)	(345,000)	(205,000)	(150,000)	(300,000)	(245,000)
DSR	-	-	-	-	-	-	(5,110)	(5,110)	(5,110)	(7,163)	(9,205)	(11,270)	(11,270)
Net D/S	-	-	-	-	-	-	367,390	512,390	610,640	771,338	900,545	1,050,480	1,161,730

Debt Service Summary

Senior - Series 7 - Yr 17

Date	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26
Principal	-	-	-	-	-	-	-	-	50,000	65,000	65,000	80,000	85,000
Coupon	-	-	-	-	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	-	-	-	-	310,000	310,000	310,000	310,000	310,000	307,500	304,250	301,000	297,000
Total P+I	-	-	-	-	310,000	310,000	310,000	310,000	360,000	372,500	369,250	381,000	382,000
CAPI	-	-	-	-	(310,000)	(300,000)	(140,000)	-	-	-	-	-	-
DSR	-	-	-	-	-	-	-	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)
Net D/S	-	-	-	-	-	10,000	170,000	305,655	355,655	368,155	364,905	376,655	377,655

Senior - Series 8 - Yr 21

Date	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26
Principal	-	-	-	-	-	-	-	-	-	-	-	90,000	115,000
Coupon	-	-	-	-	-	-	-	-	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	-	-	-	-	-	-	-	-	440,000	440,000	440,000	440,000	435,500
Total P+I	-	-	-	-	-	-	-	-	440,000	440,000	440,000	530,000	550,500
CAPI	-	-	-	-	-	-	-	-	(290,000)	(170,000)	(20,000)	-	-
DSR	-	-	-	-	-	-	-	-	-	-	-	(5,938)	(5,938)
Net D/S	-	-	-	-	-	-	-	-	150,000	270,000	420,000	524,063	544,563

Senior - Total

Date	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20	Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26
Principal	360,000	390,000	510,000	535,000	585,000	735,000	775,000	810,000	905,000	950,000	995,000	1,150,000	1,230,000
Interest	1,055,750	1,437,750	1,418,250	1,392,750	1,676,000	1,646,750	1,610,000	1,571,250	1,970,750	1,925,500	1,878,000	1,828,250	1,770,750
Total P+I	1,415,750	1,827,750	1,928,250	1,927,750	2,261,000	2,381,750	2,385,000	2,381,250	2,875,750	2,875,500	2,873,000	2,978,250	3,000,750
CAPI	(95,000)	(400,000)	(325,000)	(160,000)	(310,000)	(300,000)	(140,000)	-	(290,000)	(170,000)	(20,000)	-	-
DSR	(11,270)	(15,380)	(15,380)	(15,380)	(20,845)	(20,845)	(20,845)	(25,190)	(25,190)	(25,190)	(25,190)	(31,128)	(31,128)
Net D/S	1,309,480	1,412,370	1,587,870	1,752,370	1,930,155	2,060,905	2,224,155	2,356,060	2,560,560	2,680,310	2,827,810	2,947,123	2,969,623

Debt Service Summary

Senior - Series 7 - Yr 17

Date	Yr 27	Yr 28	Yr 29	Yr 30	Yr 31	Yr 32	Yr 33	Yr 34	Yr 35	Yr 36	Yr 37	Yr 38	Yr 39
Principal	100,000	105,000	125,000	130,000	150,000	155,000	180,000	185,000	210,000	220,000	245,000	255,000	280,000
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%				
Interest	292,750	287,750	282,500	276,250	269,750	262,250	254,500	245,500	236,250				
Total P+I	392,750	392,750	407,500	406,250	419,750	417,250	434,500	430,500	446,250	220,000	245,000	255,000	280,000
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)
Net D/S	388,405	388,405	403,155	401,905	415,405	412,905	430,155	426,155	441,905	215,655	240,655	250,655	275,655

Senior - Series 8 - Yr 21

Date	Yr 27	Yr 28	Yr 29	Yr 30	Yr 31	Yr 32	Yr 33	Yr 34	Yr 35	Yr 36	Yr 37	Yr 38	Yr 39
Principal	120,000	135,000	145,000	160,000	170,000	190,000	200,000	220,000	230,000	255,000	265,000	290,000	305,000
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest	429,750	423,750	417,000	409,750	401,750	393,250	383,750	373,750	362,750	351,250	338,500	325,250	310,750
Total P+I	549,750	558,750	562,000	569,750	571,750	583,250	583,750	593,750	592,750	606,250	603,500	615,250	615,750
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)
Net D/S	543,813	552,813	556,063	563,813	565,813	577,313	577,813	587,813	586,813	600,313	597,563	609,313	609,813

Senior - Total

Date	Yr 27	Yr 28	Yr 29	Yr 30	Yr 31	Yr 32	Yr 33	Yr 34	Yr 35	Yr 36	Yr 37	Yr 38	Yr 39
Principal	1,305,000	1,375,000	1,465,000	1,540,000	1,630,000	1,735,000	2,345,000	1,440,000	1,530,000	1,830,000	1,725,000	1,620,000	1,305,000
Interest	1,709,250	1,644,000	1,575,250	1,502,000	1,425,000	1,343,500	1,256,750	1,139,500	1,067,500	765,250	684,750	610,750	542,500
Total P+I	3,014,250	3,019,000	3,040,250	3,042,000	3,055,000	3,078,500	3,601,750	2,579,500	2,597,500	1,982,750	2,005,500	2,230,750	1,847,500
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	-
DSR	(31,128)	(31,128)	(31,128)	(31,128)	(31,128)	(31,128)	(542,128)	(26,018)	(26,018)	(231,268)	(228,215)	(228,423)	(19,858)
Net D/S	2,983,123	2,987,873	3,009,123	3,010,873	3,023,873	3,047,373	3,059,623	2,553,483	2,571,483	1,751,483	1,777,285	2,002,328	1,827,643

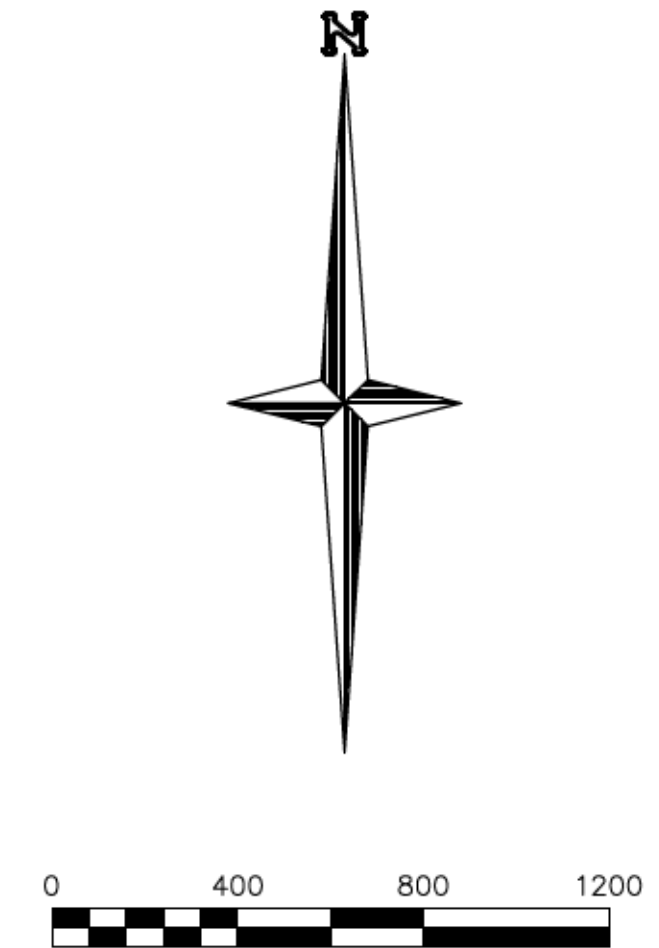
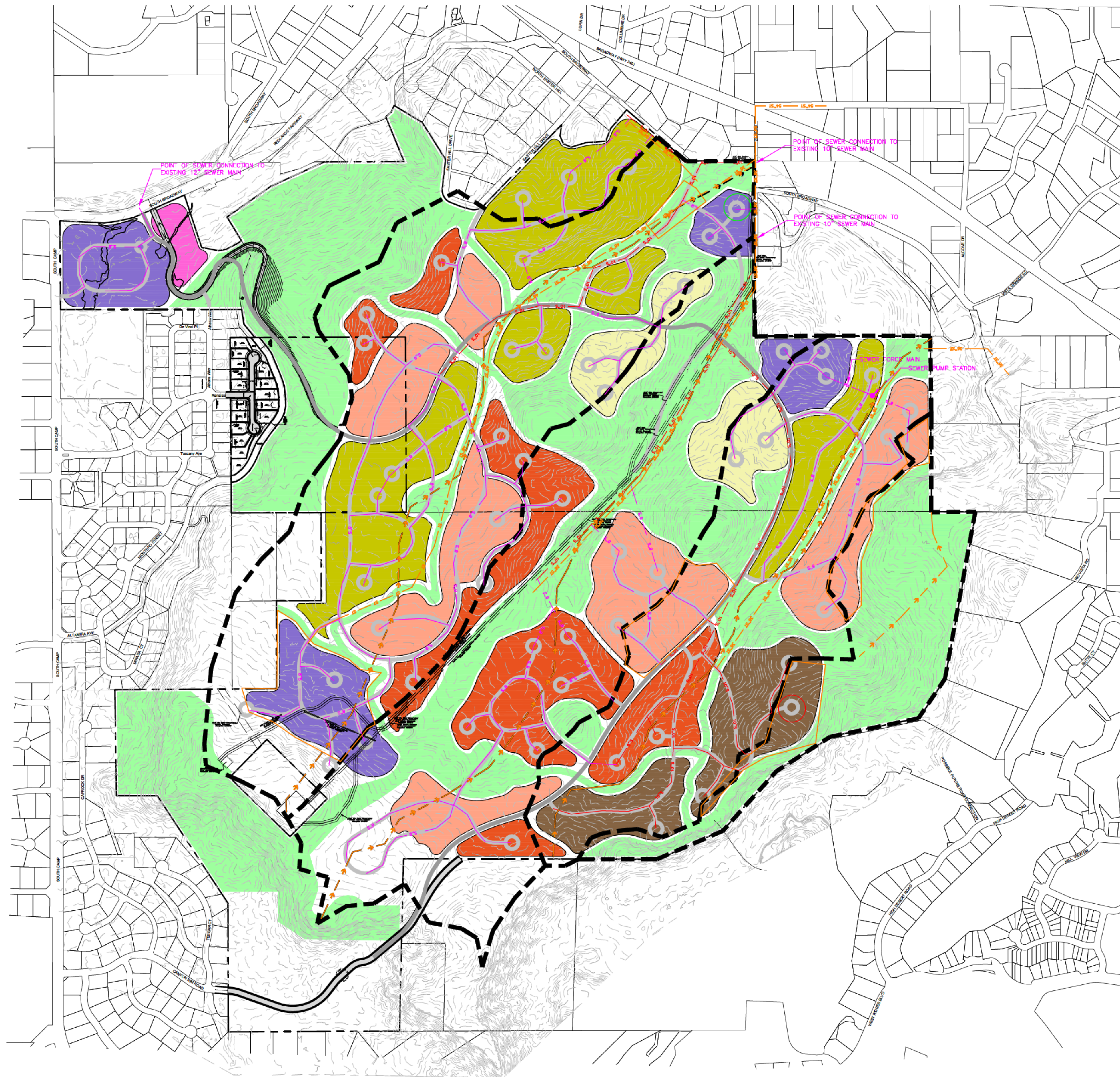
Debt Service Summary

Senior - Series 7 - Yr 17													
Date	Yr 40	Yr 41	Yr 42	Yr 43	Yr 44	Yr 45	Yr 46	Yr 47	Yr 48	Yr 49	Yr 50	Yr 51	Totals
Principal	295,000	325,000	340,000	375,000	390,000	425,000	445,000	920,000	-	-	-	-	6,200,000
Coupon													
Interest													5,167,250
Total P+I	295,000	325,000	340,000	375,000	390,000	425,000	445,000	920,000	-	-	-	-	11,367,250
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	(750,000)
DSR	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,345)	(4,38,845)	-	-	-	-	(551,815)
Net D/S	290,655	320,655	335,655	370,655	385,655	420,655	440,655	481,155	-	-	-	-	10,065,435

Senior - Series 8 - Yr 21													
Date	Yr 40	Yr 41	Yr 42	Yr 43	Yr 44	Yr 45	Yr 46	Yr 47	Yr 48	Yr 49	Yr 50	Yr 51	Totals
Principal	335,000	350,000	380,000	400,000	435,000	455,000	490,000	515,000	555,000	580,000	395,000	1,020,000	8,800,000
Coupon	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	
Interest	295,500	278,750	261,250	242,250	222,250	200,500	177,750	153,250	127,500	99,750	70,750	51,000	9,297,250
Total P+I	630,500	628,750	641,250	642,250	657,250	655,500	667,750	668,250	682,500	679,750	465,750	1,071,000	18,097,250
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	(480,000)
DSR	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(5,938)	(599,688)	(754,063)
Net D/S	624,563	622,813	635,313	636,313	651,313	649,563	661,813	662,313	676,563	673,813	459,813	471,313	16,863,188





Senior - Total													
Date	Yr 40	Yr 41	Yr 42	Yr 43	Yr 44	Yr 45	Yr 46	Yr 47	Yr 48	Yr 49	Yr 50	Yr 51	Totals
Principal	1,385,000	1,880,000	1,165,000	1,245,000	1,865,000	880,000	935,000	1,435,000	555,000	580,000	395,000	1,020,000	45,450,000
Interest	491,250	436,750	359,000	317,750	274,250	200,500	177,750	153,250	127,500	99,750	70,750	51,000	46,103,500
Total P+I	1,876,250	2,316,750	1,524,000	1,562,750	2,139,250	1,080,500	1,112,750	1,588,250	682,500	679,750	465,750	1,071,000	90,536,750
CAPI	-	-	-	-	-	-	-	-	-	-	-	-	(5,012,500)
DSR	(19,858)	(430,858)	(15,748)	(15,748)	(5,62,248)	(10,283)	(10,283)	(4,44,783)	(5,938)	(5,938)	(5,938)	(599,688)	(3,953,193)
Net D/S	1,856,393	1,885,893	1,508,253	1,547,003	1,577,003	1,070,218	1,102,468	1,143,468	676,563	673,813	459,813	471,313	81,571,058

EXHIBIT G-1



GENERAL UTILITY ASSUMPTIONS

1. Water Mains assumed to be 8-inch minimum in all streets
2. Storm sewer mains assumed to be 18-inch minimum in all streets

  = RIDGE LINES
 10" S  = 10" SEWER MAIN
 8" S = 8" SEWER MAIN


DRAWN BY: LMS	DESIGNED BY: LMS	CHECKED BY: MRA	APPROVED BY: MRA
JOB NUMBER: 1321.0001			
DATE: 02/27/20			
SCALE: AS SHOWN			
SHEET NO: 1			

REDLANDS 360
description
OVERALL SANITARY SEWER

prepared for
G.Rand Junction, L. L. C.

A • C • G
AUSTIN CIVIL GROUP, INC
Land Planning • Civil Engineering • Development Services
128 N. 7th Street, Suite 300 • Grand Junction, Colorado 81501
(970) 242-7540

[illegible]

811 

Know what's below.
Call before you dig.

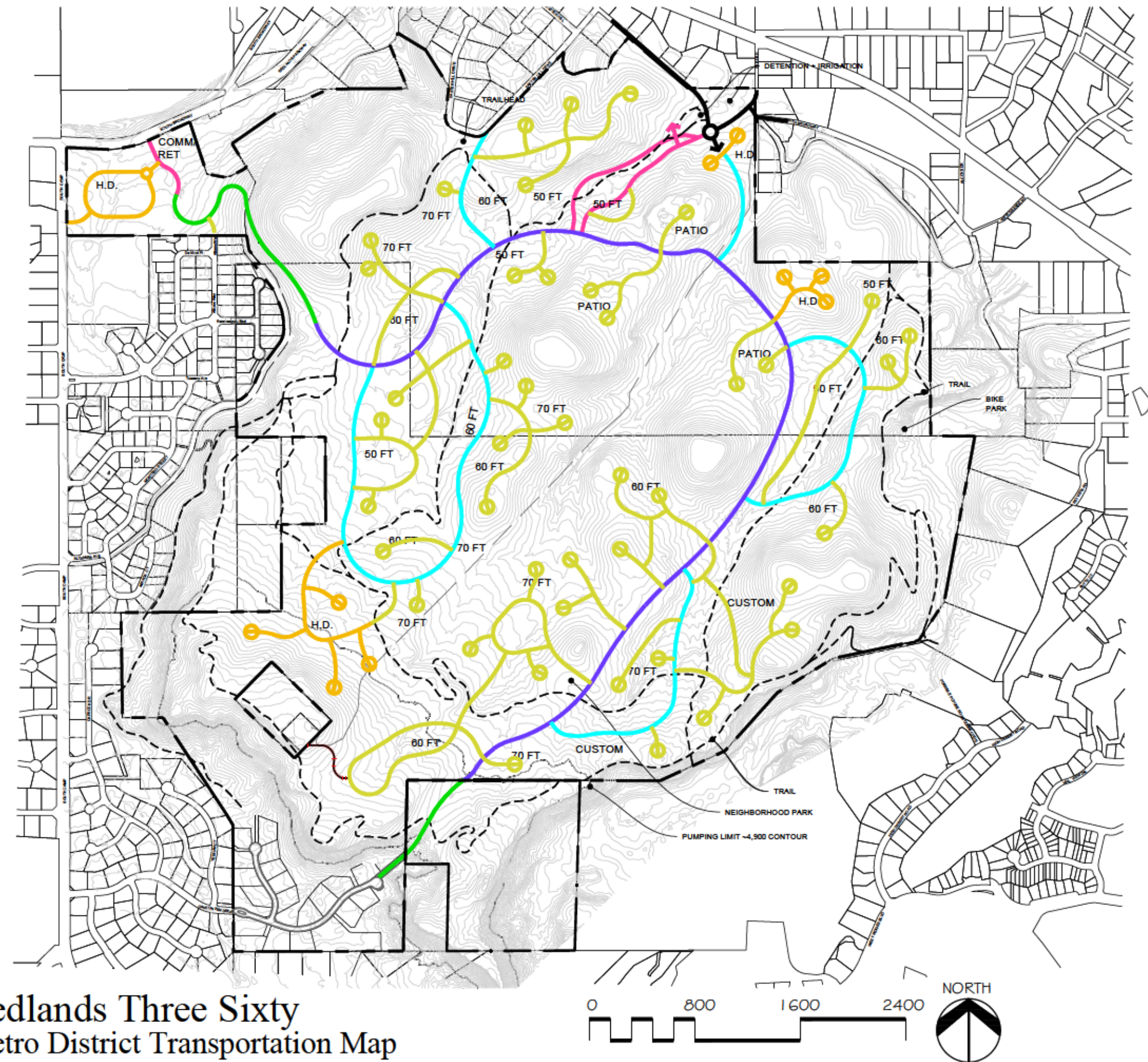
SCALE VERIFICATION

BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

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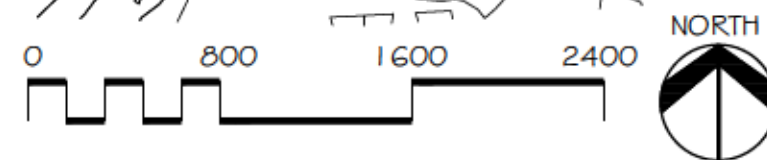
Exhibit G-2



METRO DISTRICT LEGEND FOR ROADS

- 8 ft Detached / 28 ft Asphalt / 4 ft Soft Detached
- Unique with Median
- 6 ft Detached / 24 ft Asphalt / 4 ft Soft Detached
- 6 ft Attached / 21 ft Asphalt / 6 ft Attached
- 6 ft Attached / 24 ft Asphalt
- Road with Detached 8 ft Trail
- New Ute Water Access road

Redlands Three Sixty
Metro District Transportation Map



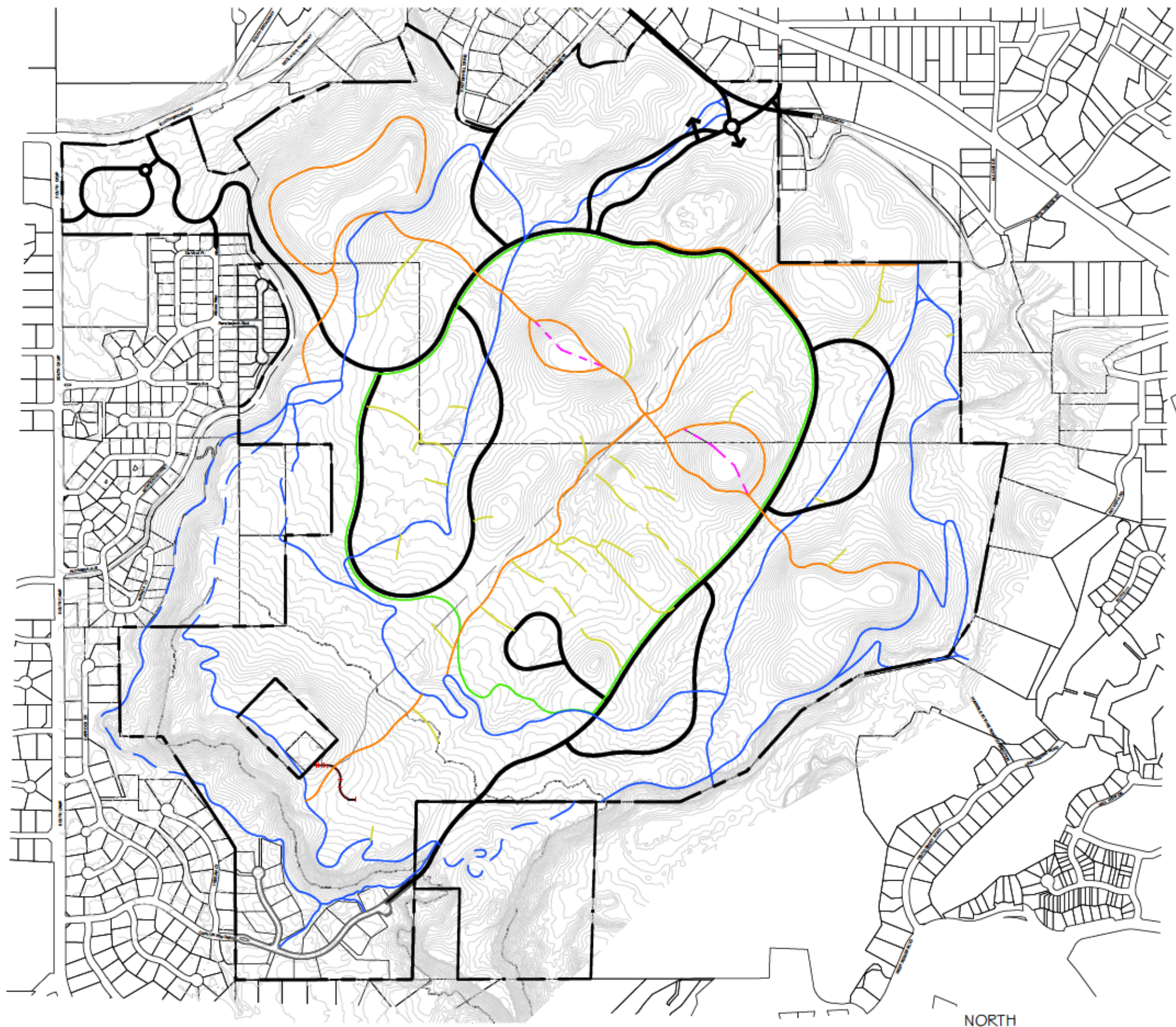
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LANDSCAPE ARCHITECTURE
222 N. 7TH STREET GRAND JUNCTION, CO 81501 www.clavonne.com
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Exhibit G-3

METRO DISTRICT LEGEND FOR TRAILS

- 8 ft Detached
- Historical On-Site
- Historical Off-Site
- On-Site Amenity
- HOA Connector
- Special



Redlands Three Sixty
Metro District Trail Types

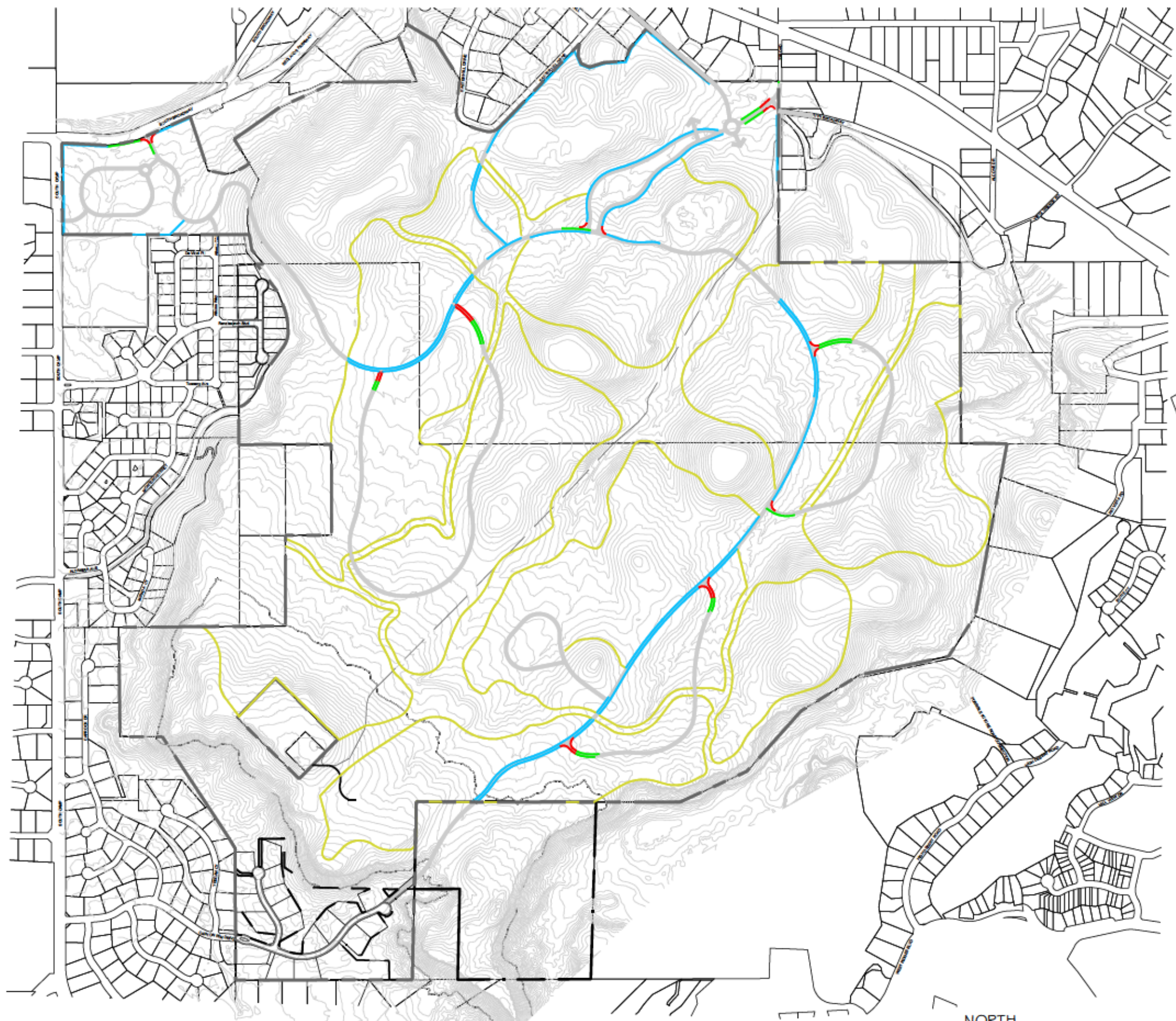


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Land Planning and
Landscape Architecture
222 N. 7th Street, Grand Junction, CO 81501 www.clavonne.com
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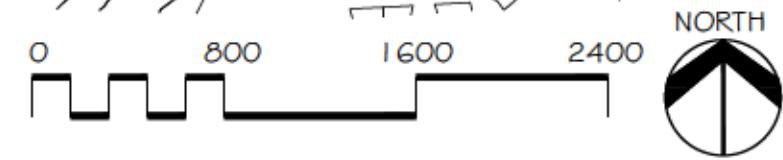
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Exhibit G-4

- METRO DISTRICT LEGEND FOR FENCING/MONUMENT.**
- Modern Zig Zag
 - Gabion Wall
 - Common Wall
 - Community Fence



Redlands Three Sixty
Metro District Monumentation/Walls/Fencing



L A P L A T A
COMMUNITIES

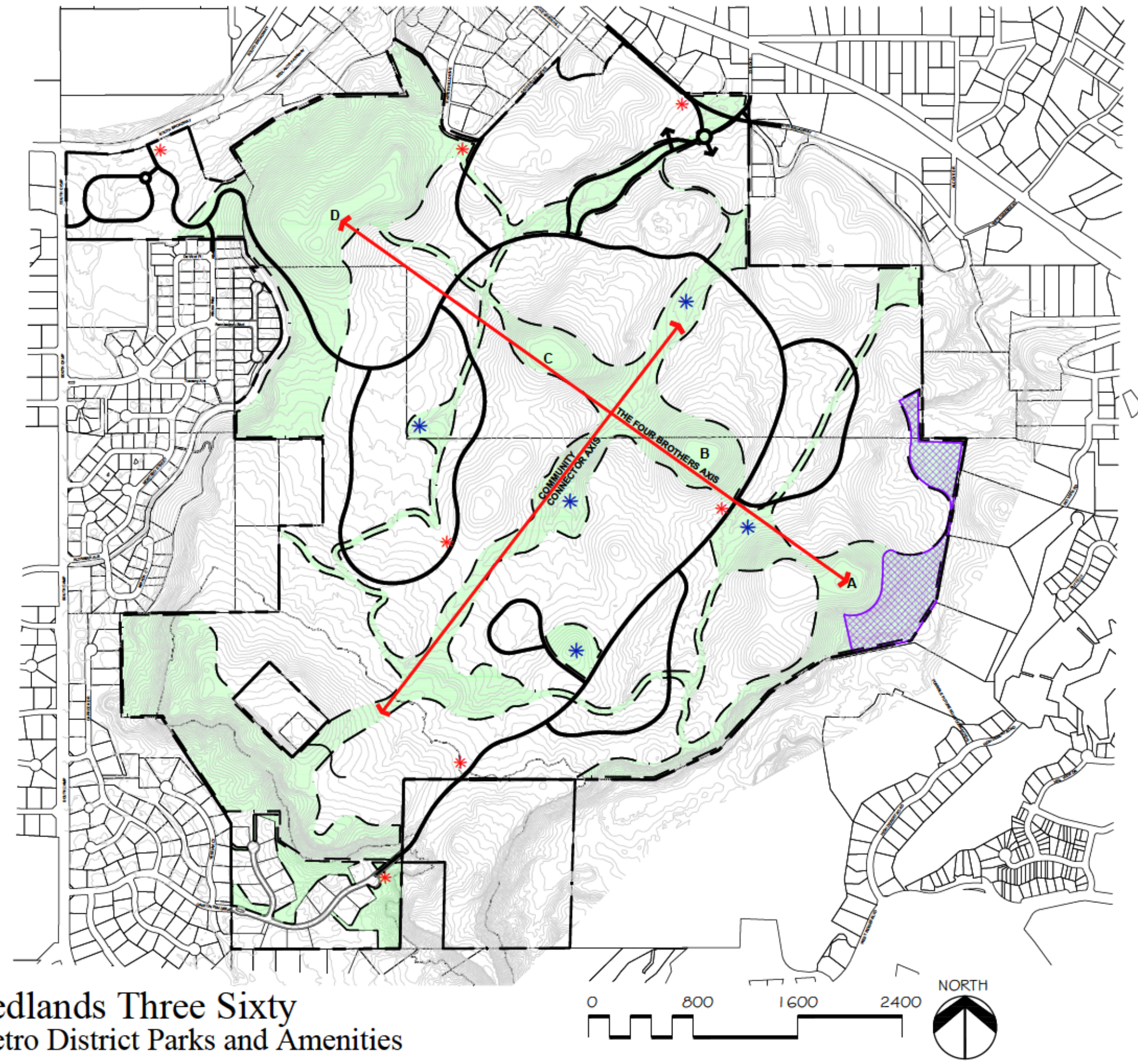
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Exhibit G-5

METRO DISTRICT LEGEND FOR PARKS

-  Park Nodes (5)
-  Open Space
-  Trailheads (7)
-  Bike Park
- (A,B,C,D) The Four Brothers



Redlands Three Sixty
Metro District Parks and Amenities



LAPLATA
COMMUNITIES

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Land Planning and
Landscape Architecture
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970-241-0743 (P) 970-241-0765 (FX)

Exhibit H

NOTICE OF SPECIAL DISTRICT DISCLOSURE

(to be provided to every purchaser of real property within the boundaries of the District)

Name of Districts:	Redlands 360 Metropolitan Districts No. 1-9
Contact Information for Districts:	John P. Justus, Esq. Hoskin Farina Kampf, Professional Corporation 200 Grand Avenue, Suite 400 Grand Junction, CO 81502 (970) 986-3400 (or subsequent district contact information)
Type of Districts: (i.e. if dual or three districts concept – insert language regarding limited rights of property owners)	District No. 1 thru District No. 9 are classified as residential districts, but may also include commercial uses. District No. 9 will provide services to Districts No. 1-8. Districts 1-8 will impose mill levies and issue bonds.
Identify Districts' Improvements Financed by Proposed Bonds (List by major categories, i.e. Roads – Powers Blvd):	Together, the Districts may not issue more than \$60 million of debt; each District has the following authorization: Authorized up to \$60,000,000 in streets and drainage Authorized up to \$60,000,000 in water infrastructure Authorized up to \$60,000,000 in wastewater infrastructure Authorized up to \$60,000,000 for traffic safety control Authorized up to \$60,000,000 in park and recreation Authorized up to \$60,000,000 for mosquito control Authorized up to \$60,000,000 for television relay Authorized up to \$60,000,000 for transportation
Identify Services/Facilities Operated/Maintained by Districts:	Parks, recreation, landscaping, entrance features, ponds, waterways, open space, trails and bridges.
Mill Levy Cap: (Describe Procedure for any Adjustments to Mill Levy Cap) <i>(Note: These Districts may or may not be certifying a mill levy at the time of your purchase. Please verify by contacting the Districts.)</i>	The mill levy on District No. 1 and District No. 8 is expected to be 50 mills for debt and 15 mills for operations. The mill levies may be adjusted for changes in law.
Authorized Debt of the Districts per Service Plan:	\$60,000,000 total principal amount for the Districts together

Voter Authorized Debt per District:	\$480,000,000 total principal amount for the Districts separately
District Boundaries:	See attached map
<p>Sample Calculation of Mill Levy Cap for a <u>RESIDENTIAL</u> Property</p> <p>Assumptions: <u>Residential</u> Market value is \$500,000 Mill levy cap is 65 mills</p> <p>Calculation: \$500,000 x .0715 = \$35,750 (Residential Assessed Valuation) \$35,750 x .065 mills = \$2,323 per year in taxes owed solely to the Special District</p>	<p>Sample Calculation of Mill Levy Cap for a <u>COMMERCIAL, OFFICE OR INDUSTRIAL</u> Property</p> <p>Assumptions: Market value is \$750,000 Mill levy cap is 65 mills</p> <p>Calculation: \$750,000 x .29 = \$217,500 (Commercial Assessed Valuation) \$217,500 x .065 mills = \$14,137 per year in taxes owed solely to the Special District</p>

S.
CAMP
Rd.



Riggs
Hill
S. Broadway

↑
CATTAIL
MARSH

Perennial
Stream
draining
Marsh





Grand Junction City Council

Regular Session

Item #4.a.ii.

Meeting Date: June 17, 2020

Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin

Department: Community Development

Submitted By: Kristen Ashbeck

Information

SUBJECT:

An Ordinance to Vacate Alley Public Right-of-Way within the R-5 Block Subdivision Amended on the Southeast Corner of 7th Street and Grand Avenue - [Staff Presentation](#)

RECOMMENDATION:

Planning Commission heard this item at its May 26, 2020 meeting and recommended approval of the request (7-0).

EXECUTIVE SUMMARY:

Downtown Grand Junction Regeneration LLC, Peter Hopkinson Smith Jr, Robert Wayne Traw and Robert Aaron Breeden (Applicants), are requesting vacation of the previously-platted public alleyways within the R5 Block Subdivision Amended subdivision on the southeast corner of 7th Street and Grand Avenue to clear encumbrances on the property for potential redevelopment. The requests to vacate are consistent with the City's Comprehensive Plan and Circulation Plan.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The applicants, as the owners of the Lowell Village Townhomes project on the property also known as the R-5 High School block on the southeast corner of 7th Street and Grand Avenue are in the process of redeveloping the site. Currently, the east-west of approximately 238 lineal feet and north-south alley rights-of-way of approximately 295 lineal feet bisect the block and are an encumbrance to the future development of the property. Therefore, the owners are requesting approval to vacate both the east-west

and north-south alley rights-of-way in the R5 Block Subdivision Amended subdivision; right of way of approximately 8,906 square feet. A portion of the east-west alley right-of-way has already been vacated that was under the R-5 school building. There are private electrical facilities located on the east end of the east-west alley for which Xcel Energy has stated that retention of an easement is not required as new easements will be provided on the site as it is redeveloped.

NOTIFICATION REQUIREMENTS

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. A Neighborhood Meeting was conducted on May 3, 2019 as part of the overall development that is under review. There were no comments regarding the vacations. Most interest was directed to the proposed townhome development. Mailed notice of the public hearings in the form of notification cards was sent on May 15, 2020. The notice of the Planning Commission public hearing was published on May 19, 2020 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review of vacation requests are set forth in Section 21.02.100 (c) of the Zoning and Development Code. The purpose of this section is to permit the vacation of surplus right-of-way and/or easements.

(1) The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies of the City.

The vacation of the alley right-of-way will no longer be needed once new subdivision plat is recorded and the new private streets and access drives within the proposed Lowell Village Townhomes development are constructed. The existing alleys are not depicted on the Circulation Plan. The proposed new private street and access drives will adequately serve the proposed townhome units.

Further, the vacation requests are consistent with the following goals and policies of the Comprehensive Plan:

Goal 4. Support the continued development of the downtown area of the City center into a vibrant and growing area with jobs, housing and tourist attractions.

Goal 7 / Policy A. In making land use and development decisions, the City and County will balance the needs of the community.

Thus, staff has found the requests to vacate existing public right-of-way do not conflict with the Comprehensive Plan, Grand Junction Circulation Plan or other adopted plans and policies of the City and finds this criterion has been met.

(2) No parcel shall be landlocked as a result of the vacation;

No parcels will become landlocked if the alleys are vacated. Therefore, staff has found this criterion has been met.

(3) Access to any parcel shall be not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

Vacation of the alley right-of-way will not change the access or restrict access to any properties except the need to provide access to the rear of the school building, particularly for fire protection. This access is to be provided with development of the block. The vacation will increase total developable square footage of the block, maximizing future (re)development potential.

Staff finds this criterion has been met.

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

Access to the property will continue to be provided to the site from the perimeter streets. No comments were received from utilities service providers other than the City of Grand Junction and Xcel Energy that these vacation requests would create any adverse impacts or that facilities or services would be diminished.

Staff finds this criterion has been met subject to a new subdivision plat being recorded that includes private tracts for the construction of access drives and private easement(s) as needed.

(5) The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and

As stated in criterion 4 above, there were no comments from utilities service providers other than the City of Grand Junction and Xcel Energy that these vacations would inhibit the provision of adequate access, public facilities and services to any property. Except for a sanitary sewer line for which an easement has been dedicated and Xcel service on the eastern end of the east-west alley, all existing public facilities or services are located outside of the alleys considered for vacation. Adequate services will be provided for the new development and the existing school building (Lot 5) once the property is developed. Therefore, this criterion has been met.

(6) The proposal shall provide benefits to the City such as reduced maintenance

requirements, improved traffic circulation, etc.

The vacation of the alley right-of-way will remove encumbrances from the block, thereby readying the property for redevelopment that is currently under review. The vacations will also eliminate the City's responsibility for construction and maintenance of the alleys subject to a new subdivision plat being recorded that includes private tracts for the construction of access drives and private easement(s) as needed within the proposed development.

As such, Staff finds that this criterion has been met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the request to vacate the alley right-of-way within the proposed Lowell Village Townhomes development located on the southeast corner of 7th Street and Grand Avenue, City file number VAC-2020-247, the following findings of fact have been made:

1. The request conforms with Section 21.02.100 (c) of the of the Zoning and Development Code.

Therefore, Planning Commission recommended approval of the request subject to the following condition.

Condition 1: The right-of-way vacation shall not become effective until a new subdivision plat is approved and recorded that provides: 1) adequate access to the rear of the R-5 School Building located on Lot 5 R5 Block Subdivision Amended; and 3) adequate internal access and utility services to the remainder of the development on Lots 1–4 R5 Block Subdivision Amended.

FISCAL IMPACT:

Average value of property and right-of-way can range broadly. The City has not received an updated appraisal from the applicant so value has been derived from another recent acquisition in the proximate area (\$18.29 per square foot). This request includes vacating approximately 8,906 square feet of right-of-way which would result in a value of approximately \$162,890. This estimation of value is for informational purposes only. No compensation is being requested for this vacation.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4941, an ordinance vacating alley public right-of-way within the R-5 Block Subdivision Amended located on the southeast corner of 7th Street and Grand Avenue on final passage and order final publication in pamphlet form.

Attachments

1. Application Materials
2. Location Maps
3. R5 Block Subdivision Vacation of Alley Right-of-Way - Planning Commission Minutes - 2020 - May 26
4. Alley ROW Vacation Ordinance
5. Supplemental Documents

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For:

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Note: Property ownership info above is for Lots 2, 3, and 4. For ownership info for Lot 1, see separate notarized ownership statement.

NOTE: Legal property owner is owner of record on date of submittal.

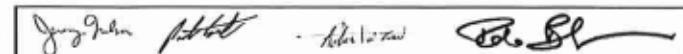
We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application



Date

Signature of Legal Property Owner



Date

Lowell Village Townhomes – Phase 2

Final Subdivision Application

General Project Report

A. Project Description

1. Location:

- a. **Address:** 310 N. 7TH, Grand Junction, CO 81501
- b. **Legal Description:** Replat of Lots 1-4 of R5 Block Subdivision Amended
- c. **Vicinity:** Southeast Corner of North 8th Street & White Avenue

2. Acreage:

- a. **Total Site Area** (Townhome Lots 5 thru 36 and Tracts B thru S): 71,545.7 SF (1.64 acres)
- b. **Total Buildable Area** (Townhome Lots 5 thru 36): 46,740.7 SF (1.07 acres)

Proposed Use: Thirty-Two (32) for-sale townhomes.

B. Public Benefit

The applicant believes that the project provides the following public benefits:

- **Achieves City and DDA policy goals for downtown market-rate housing.** The proposed development project for the site will bring new urban living options to downtown Grand Junction that currently do not exist. To our knowledge, there has been little to no ground-up, market-rate residential development in downtown Grand Junction in the past 15-20 years. Our proposed plan for the site will deliver 32 townhome units in Phase 2 and ultimately deliver a total of 36 market-rate, for-sale townhomes in place of 1.64 acres of vacant and underutilized land, and importantly, serve as a catalyst for additional downtown residential development projects.
- **Achieves City and DDA policy goals for increasing downtown activity/vitality.** Having additional residents living and working at this site will help further the ongoing revitalization of downtown. In particular, having more people living downtown will increase foot traffic in the downtown core during evenings and weekends.

- **Provides *direct* economic development impacts.** The proposed Phase 2 project of 32 townhome units in Phase 2 will result in nearly \$8.75M in construction expenditures (for both townhomes and infrastructure) and ultimately project at full buildout in approximately \$10M in construction expenditures (for both townhomes and infrastructure).
- **Provide *indirect* economic development benefits.** The proposed project will provide new, urban, low-maintenance housing in a walkable, infill location. This residential product type is relatively scarce in Grand Junction and the Grand Valley overall and yet is favored by many millennial and baby boomer entrepreneurs. Therefore the project will support City and GJEP economic development initiatives to grow the workforce through recruiting and retaining job-creating entrepreneurs and small companies.
- **Provides new transportation capital improvements and programs at no cost to the City.** The proposed project will:
 - Construct new private alleys on the site to minimize traffic impacts on public rights-of-ways;
 - Construct a network of on-site pedestrian and bicycle facilities (e.g. shared streets and dedicated paseos); and
 - Create a Transportation Demand Management (TDM) program to reduce vehicle trips via potential on-site measures (e.g. bike sharing, free transit passes for residents) and/or off-site measures (e.g. cost sharing on a future downtown transit circulator).
- **Provides new community gardens, greenhouse, a composting/recycling program, a mini-plaza/outdoor event area, and public art.**
 - Community gardens lead to local food markets increasing community participation, healthy food, and local economic benefits.
 - By creating high-quality, vibrant places where people dine together, purchase products directly from local food purveyors, or grow produce in community gardens, the real estate industry is using a variety of food-based strategies that can enhance project marketability and developer returns.
 - These strategies also support improvements to environmental sustainability, social equity, and public health.

- Partnerships with chefs, farmers, schools, universities, private foundations, nonprofit organizations, and public health officials are supporting the creation of food-centric development projects that lead to multiple wins, including improved health outcomes, reduced pollution, and enhanced financial advantages for developers.
 - Wellness clinics, food co-ops, and nutrition and cooking education programs in cooperation with schools and community groups can be included in food-centric and mixed-use developments, with the goal of improving local health outcomes.
 - Public spaces and public encourage community gathering which leads to stronger individual relationships and a sense of belonging.
 - Ensuring that places where food is grown, produced, and distributed can adapt to the mounting challenges posed by climate change, high levels of food waste, and fossil fuel dependency.
- **Increases nearby property values and property tax and downtown sales tax revenues.** Putting the site back on the tax rolls (after nearly 100 years of public ownership) and developing it as market-rate townhomes will generate additional property taxes from the site itself. In addition, by increasing nearby property values, the redevelopment of the site will also increase the property tax revenues from nearby properties. Finally, the residents of the Phase 2 of 4 new townhomes and buildout total of 36 new townhomes will likely spend more of their discretionary income in downtown Grand Junction than if they lived elsewhere in the region, thereby increasing the sale tax revenues generated downtown.
 - **Helps facilitate the rehabilitation and adaptive reuse of the Lowell School.** The Lowell School building is not the subject of this development application. However, the redevelopment of the rawland behind Lowell School as proposed in this development application will in fact help expedite the restoration of the school building as a future development phase under a separate application.

C. Neighborhood Meeting Notes

The applicant estimates that the project has been presented at 12 publicly-noticed meetings or hearings in the past 2-3 years. This includes:

- 2 community meetings (at the Phase 1 and Phase 2 application stage)

- 4 public hearings: Planning Commission, City Council, and twice at the Historic Preservation Advisory Board
- 6 DDA Board meetings which are open to the public.

In addition, the applicant has garnered "earned media" coverage, has placed paid advertisements, and has sponsored publicly-advertised marketing events (e.g. a recent Easter Egg Hunt and BBQ).

Specifically, the applicant held a community meeting for the Phase 2 application on 5/3/2019. The meeting notice, meeting format/presentation, and meeting summary meets all Code requirements. See Neighborhood Meeting Notes for summary the Phase 2 community meeting.

The project has also been presented and discussed publicly at approximately 12 publicly-noticed meetings or hearings that allowed for public comment, including: DDA Board meetings (~8), Planning Commission hearings (1), City Council hearings (1), and Historic Preservation Board meetings (2).

In total, the project has been presented and discussed at a public meeting or hearing at least 14 times over the past 2 years.

In addition, the applicant has engaged with key stakeholders and neighbors on an informal basis to answer questions about the project, including having a representative in attendance at the Lowell School for the 2018 North 7th Historic District Walking Tour and meeting with representatives of the First Baptist Church across the street from the project.

In addition, project has been highlighted in the local newspaper or television news approximately 10 times in the past 2 years.

In addition, the applicant has posted all of the City-required notification signage on-site during the entitlement approvals process, and also installed a marketing sign on-site nearly a year ago with info about the project and the applicant's contact info.

Finally, the applicant has begun to hold publicly-advertised open houses for prospective buyers. These advertisements specifically mention that the events are open to the public and that members of the public can attend and ask development team members questions about the project.

D. Project Compliance, Compatibility, and Impact

1. Adopted plans and/or policies (for rezones, variances, conditional and special use, revocable permits, and vacations, discuss the circumstances that justify the request, as required by the Zoning and Development Code).

The applicant believes that the project is supported by existing plans and policies of both the City (including the Comprehensive Plan, the Downtown Master Plan, and the Zoning and Development Code) and the DDA (including the Plan of Development and the Downtown Housing Study).

The applicant is not requesting any rezones, variances, conditional or special uses.

The City (not the applicant) has requested revocable permits and street vacations from the applicant, presumably in conformance with the Zoning and Development Code and the City's belief that these requests provide a public benefit. The applicant has agreed to these City requests and paid for the necessary documentation and fees to allow the City to process these requests.

2. Land use in the surrounding area

The project site is located in a transition area (or "seam") between the downtown core (primarily commercial uses, with some residential) and downtown-adjacent residential neighborhoods (primarily residential uses, but with significant amount of commercial uses, including the adaptive reuse of historic homes for small office and professional service use). The proposed development programs an attempt to respond sensitively to the surrounding land use context in the surrounding area, including:

- Residential uses in a zone where mixed-use commercial is allowed by right;
- Moderate density in a zone where there is no density maximum; and
- 3-story buildings in a zone where the height maximum is 5-story buildings up to 80'.

See the Site Plan and Elevations for more detail.

3. Site access and traffic patterns

The site plan has been developed to provide multimodal site access and manage multimodal traffic patterns in accordance with City Code and best practices in the planning and development fields. Some of these access and circulation efforts are described below (see the Site Plan for more details):

- Limiting access onto public roads that are perceived to be impacted during peak-hour conditions (e.g. emergency-only access from Grand Ave. onto the site). This was done at the request of City Traffic Engineer and in coordination with Fire Department to accommodate fire access.
- Traffic-calmed, one-way alleys and lanes to encourage slow vehicle speeds onto, through, and out of the site. This approach is supported by City Code, and specifically Section 29.20.250 (Traffic calming in new developments): "As new developments occur, traffic calming can be planned as a feature of the neighborhood to keep vehicle travel speed low for maximum livability and safety of all street users."
- Requiring shared access onto public roads (e.g. we have proposed shared private drives into the site that serve multiple alley-loaded garages, versus each garage having an individual driveway with direct access to public roads). This approach is supported by City Code, and specifically Section 29.16.160 (Pedestrians and bicycles): "Pedestrians and bicyclists are especially vulnerable to turning vehicles at access drives. The consolidation of access points benefits pedestrians and bicyclists by reducing the number of conflict points along the roadway."
- Construct and maintain private alleys that integrate with the existing public alley network on the surrounding blocks. This grid-based circulation approach helps distribute vehicle trips more evenly than a circulation approach that funnels all vehicle trips through a single ingress/egress point. This approach also respects the historic, fine-grained block and street pattern of the downtown core and adjacent residential neighborhoods. This approach is supported by City Code, and specifically Section 21.06.060 (Subdivision standards): "Alleys should be included in residential subdivisions, especially when they continue an existing pattern, or allow access to residential properties with garages or parking areas behind a principal structure served by a local or residential collector street."

4. Availability of utilities, including proximity of fire hydrants

All utilities required to service the property are located on or near the proposed development and no special or unusual demands are required. See below for discussion of specific utilities.

- **Water:** City of Grand Junction Water serves the project area and currently maintains water mains in Grand Avenue and White Avenue. Phase II water facilities/service will consist of:
 - A new 8-inch water main will extend from White Avenue north within Groves Lane and dead end prior to Grand Avenue.
 - A new 8-inch will tee of the Groves Lane water main and service those lots along Lowell School Lane.
 - Several water meter gang boxes and individual water service lines will serve the remaining lots not fed directly by the new 8-inch water mains.
 - Domestic water will be used to irrigate site landscaping.
 - For more details, see the applicable Phase 2 plan sheet(s).
- **Sanitary Sewer:** City of Grand Junction currently provides sanitary sewer service for the property. Sewer mains currently exists in Grand Avenue, 8th Street, and an 8-inch line that lies just east of the Lowell High School Building. This existing 8-inch line runs north to south and currently serves the Lowell School building. Phase II sanitary sewer facilities/service will consist of:
 - Modify sanitary sewer infrastructure installed for Phase I which generally consists of removal of a drop-manhole and portion of 8-inch pipe east to Groves Lane.
 - Abandon City of Grand Junction's 8-inch sewer main between Grand Avenue and White Avenue that is adjacent to Lowell High School Building.
 - Install new 8-inch sewer system that will serve all units associated with Phase I & II.
 - Each unit will be provided with a 4-inch sewer service.
 - For more details, see the applicable Phase 2 plan sheet(s).

Stormwater: A City maintained system currently lies in 7th Street, White Avenue, and 8th Street. Runoff conveys east within White Avenue to continue south within 8th Street to eventually discharge into Basin 8's water quality facility. Phase II stormwater facilities/service shall consist of:

- Include underground storm sewer piping that collects site generated runoff and conveys it to an on-site water quality pond located south of the school building.

- Provide shallow micro basins around the perimeter of the project site that will receive front porch downspouts.
- For more details, see the applicable Phase 2 plan sheet(s) and Phase I Drainage Report.
- **Mobility and Access:** Phase II mobility and access facilities/service will include:
 - Improve existing driveway cut(s) along N 8th Street and add a new full width access point along White Avenue.
 - No site access will be provided to either Grand Avenue or N 7th Street.
 - Final design of all alleys and drive lanes will be concrete. In the interim, during the construction of townhomes, a temporary gravel surfacing will be requested to prevent the final concrete surfacing from being broken and destroyed
 - For more details, see the applicable Phase 2 plan sheet(s).
- **Gas:** Xcel Energy provides gas service for the property. An application is currently being processed with Xcel Energy that will better define the improvements required for the project. For more details, see the applicable Phase 2 plan sheet(s).
- **Electric:** Xcel Energy provides electrical service for the property. An application is currently being processed with Xcel Energy that will better define the improvements required for the project. For more details, see the applicable Phase 2 plan sheet(s).
- **Irrigation:** Raw irrigation water is not available to the property. Domestic water will be utilized for landscaping. In addition, we are proposing an integrated grading and piping approach which diverts rain water to strategic locations (micro basins and mulch basins) which will improve water quality and help to increase the recharging of the groundwater supply. This measure combined with a targeted mulching program will reduce domestic water usage *significantly*. For more details, see the applicable Phase 2 plan sheet(s).

5. Special or unusual demands on utilities (high water or sewage quantities, grease, or sediment contribution, pre-treatment needs, etc.)

No special or unusual demands on utilities are anticipated. As discussed above, water usage is expected to be lower than average due to proposed

system for capturing rainwater for irrigation purposes. For more details, see the applicable Phase 2 plan sheet(s).

6. Effects on public facilities (fire, police, sanitation, roads, parks, schools, irrigation, etc.)

No negative impacts are anticipated on any public facilities. In fact, every effort has been taken during the planning and design process to minimize impacts on public facilities as follows:

- **Fire:** The applicant held several meetings with the Fire Department to develop and refine a Fire Site Plan that meets the department's fire access needs without negatively impacting their facilities and services. New improvements include: two fire apparatus roads, a new on-site fire hydrant, drive over bollards for emergency-only access off Grand Ave. See the Fire Site Plan for more details.
- **Police:** Give the nature of the proposed development program, the applicant does not anticipate that the project will unduly impact police facilities or services. In fact, the redevelopment of the site will bring new activity to the site to help address the vagrancy problem that has developed recently on the vacant lot and near the Lowell School building. In addition, the site plan and building design (e.g. front porches, paseos, etc.) were carefully crafted to facilitate "eyes on the street" surveillance by residents and awareness of comings and goings in the neighborhood. Finally, through the applicant's proposed Metro District, the community would participate in any existing Neighborhood Watch program or create a new project-specific Neighborhood Watch program.
- **Sanitation:** The applicant is proposing an integrated trash, recycling, and composting program on site for use by residents of the development. The proposed program will be operated on site by the applicant's proposed Metro District or a private entity. This proposed program will help to reduce demand on sanitation services through diversion of recyclable and compostable materials from regional landfills.
- **Roads:** The applicant anticipates minimal impacts on local and regional roads and other transportation facilities due the following factors:
 - There is adequate capacity on all the local roads and other transportation facilities in the project vicinity to serve the

transportation demand generated by Phase 2 build of 32 townhomes and the total proposed buildout of 36 townhomes.

- Given the project's residential uses, the project will generate much fewer vehicle trips than if commercial uses were included.
- Given the project's downtown/infill location with high walkability, bikability, and transitability and priced parking for most commercial destinations in the project vicinity:
 - The project will generate fewer vehicle trips per unit than the typical subdivision (and much fewer trips per unit than estimated by ITE Trip Generation Manual which is the basis of the TCP fee calculation).
 - Those vehicle trips generated by the project will likely be shorter than vehicle trips generated by rural, exurban, or suburban residential units.
 - The combined effect of fewer vehicle trips and shorter vehicle trips will collectively result in fewer vehicle miles traveled overall and therefore less impact on local and regional roads.
- The applicant is proposing a Transportation Demand Program to further reduce vehicle trips for the project, including potential on-site measures (e.g. bikesharing, free transit passes, etc.) and potential off-site measures (e.g. cost sharing for a free downtown shuttle circulator). This TDM program would be operated by the applicant's proposed Metro District.
- **Parks:** Nearly 1 acre of the site has been designed as publicly-accessible parks and open space, including: community gardens, event space, landscaped areas, and public art. This represents over 50% of the total acreage of the site (netting out the alleys) as publicly-accessible parks and open space, which is much higher than the 15-20% of land dedicated to parks/open space in a typical subdivision. The applicants proposed Metro District will maintain all of this publicly-accessible parks and open space, including those areas located in public rights-of-ways on behalf of the City. For this reason, and because the applicant anticipates fewer children per

household in this development (as discussed in more detail below), the applicant anticipates a minimal impact on off-site parks and open space facilities.

- **Schools:** Due to the smaller size (~1,400 SF) and low bedroom count (2-3 bedrooms only) of the townhome units, the applicant anticipates that the primary market demographic of buyers will be younger millennials (entry-level) and older baby boomers (downsizing). Therefore the applicant anticipates fewer children per household in this development than the average subdivision in Grand Junction and, as a result, a minimal impact on school facilities.
- **Irrigation:** As discussed above, water usage is expected to be lower than average due to proposed system for capturing rainwater/greywater for irrigation purposes. For more details, see the applicable Phase 2 plan sheet(s).

7. Hours of operation

N/A. Only residential uses are proposed.

8. Number of employees

N/A. Only residential uses are proposed.

9. Signage plans (required with Conditional Use Permits and Planned Development)

N/A. No signage is proposed.

10. Site soils and geology (such as Soils Conservation Service (SCS) soils mapping)

The applicant is not aware of any soil or geologic conditions that would prevent the normal construction and maintenance of the proposed development program. See Soils Report for more details.

11. Impact of project on site geology and geological hazards, if any.

The applicant is not aware of any project impacts on site geology or geological hazards.

E. Review Criteria Contained in the Zoning and Development Code

The applicant believes that the Lowell Village Townhomes Subdivision Application meets all the approval criteria from the Zoning and Development Code, as follows:

- As articulated in this General Project Report, the response to City Comments from the Pre-Application Meeting, and the subdivision plan graphics included herein, this subdivision plan is in general and substantial conformance with: all adopted City and DDA plans; the subdivision standards in Chapter 21.06 GJMC the zoning standards in Chapters 21.03 and 21.04 GJMC; other standards and requirements of the City code; and other City policies and regulations.
- This subdivision plan ensures that adequate public facilities and services will be available concurrent with the subdivision. For more details, see the applicable Phase 2 plan sheet(s).
- This project will have little or no adverse or negative impacts upon the natural or social environment. In fact, every effort has been taken during the planning and design process to minimize impacts on the natural and social environment. For more details, see the applicable Phase 2 plan sheet(s).
- This project is compatible with existing and proposed development on adjacent properties. And certainly more compatible than the current 1.6 acre dirt lot so close to the vibrant downtown core, right behind the Lowell School (a contributing structure to the North 7th Street Historic District), and adjacent to so many finely-restored Victorian homes. For more details, see the applicable Phase 2 plan sheet(s) and the "Land use in the surrounding area" section of this General Project Report.
- The subdivision will not harm any adjacent agricultural property and land uses and is neither piecemeal development nor premature development of agricultural land or other unique areas. The project site is located in an already urbanized infill location. Therefore, it does not involve the development of agricultural land or other unique/sensitive lands. In fact, it actually reduces the development pressure on those lands by redeveloping/recycling this significantly

underutilized parcel in an already urbanized infill location and contiguous with other existing development.

- There is adequate land in the subdivision dedicated for provision of public services. For more details, see the applicable Phase 2 plan sheet(s).
- This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities. See applicant's proposed Metro District Service Plan for more details.

F. Development Schedule and Phasing

The projected development schedule and phasing plan for Phase 2 is summarized below:

- Infrastructure construction: Anticipated to begin in late 2019 / early 2020.
- Townhome units 5-36 construction: 2020-2021
- Construction schedule is contingent on timeline for City approvals, market demand for units, labor market (availability of trades), etc.

LOWELL VILLAGE PHASE 2

A REPLAT OF LOT 1, LOT 3 AND LOT 4 OF R5 BLOCK SUBDIVISION AMENDED (Reception No. 2835112)

AND LOT 5 AND LOT 6 OF LOWELL VILLAGE PHASE 1

Located within the SE 1/4 of Section 14, Township 1 South, Range 1 West, Ute Meridian,

City of Grand Junction, County of Mesa, State of Colorado

CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that DOWNTOWN GRAND JUNCTION REGENERATION LLC, a COLORADO LIMITED LIABILITY COMPANY AND ROBERT WAYNE TRAW AND PETER HOPKINSON SMITH JR AND ROBERT AARON BREEDEN are the owners of record of those real properties situated in the SE 1/4 Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, the ownership of which is demonstrated in an instrument recorded at Reception No. 2839278 and Reception No. 2855391 at the Mesa County Clerk and Records Office, Colorado and being more particularly described as follows:

Lot 1, Lot 3 and Lot 4 of R5 Block Subdivision Amended, according to the Plat thereof recorded March 28th, 2018 at Reception No. 2835112 at the Mesa County Clerk and Records Office, Colorado.

and

Lot 5 and Lot 6 of Lowell Village Phase 1, according to the Plat thereof recorded _____ at Reception No. _____ at the Mesa County Clerk and Records Office, Colorado.

SAID OWNER has by these presents laid out, platted, and subdivided the above described real property into Lots and Tracts as shown hereon, and designates the same as LOWELL VILLAGE PHASE 2, in the City of Grand Junction, County of Mesa, State of Colorado, and do hereby make the following Dedications and Grants:

All Multi-purpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to: electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All utility easements shown hereon are dedicated to the City of Grand Junction for the use of City-approved public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to: electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, equivalent other public utility providers and appurtenant facilities.

Tract O, P, Q, and R dedicated to the City of Grand Junction as a utility easement for the use of City-approved public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to: electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, equivalent other public utility providers and appurtenant facilities.

The West 2.50 feet of Tracts F, I and L dedicated to the City of Grand Junction as an ingress/egress easement for the use of emergency access vehicles.

The East 2.50 feet of Tracts C, G, H and M dedicated to the City of Grand Junction as an ingress/egress easement for the use of emergency access vehicles.

Tracts C, D, E, F, G H, I, J, K, L, M and N utility easement granted by separate instrument to Lowell Village Metropolitan District.

Tract O, P, Q, and R ingress/egress easement granted by separate instrument to Lowell Village Metropolitan District.

All Tracts/ Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided, however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots hereby platted shall not burden or overburden said Tracts/Easements by erecting or placing any improvements thereon which may impede the use of the Tracts/Easement and/or prevent the reasonable ingress and egress to and from the Tracts/Easements.

Said owner hereby acknowledges that all lienholders or encumbrancers, if any, associated with the interests of this Plat have been represented hereon.

IN WITNESS WHEREOF, said owner, DOWNTOWN GRAND JUNCTION REGENERATION LLC, a COLORADO LIMITED LIABILITY COMPANY has caused its name to be hereunto subscribed this ____ day of _____, A.D., 2020.

Manager
STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, Manager and acknowledged that they executed the foregoing Certificate of Ownership and Dedication for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires: _____

Notary Public

IN WITNESS WHEREOF, said owner, ROBERT WAYNE TRAW has caused its name to be hereunto subscribed this ____ day of _____, A.D., 2020.

Robert Wayne Traw
STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, Owner and acknowledged that they executed the foregoing Certificate of Ownership and Dedication for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires: _____

Notary Public

IN WITNESS WHEREOF, said owner, PETER HOPKINSON SMITH JR has caused its name to be hereunto subscribed this ____ day of _____, A.D., 2020.

Peter Hopkinson Smith Jr
STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, Owner and acknowledged that they executed the foregoing Certificate of Ownership and Dedication for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires: _____

Notary Public

IN WITNESS WHEREOF, said owner, ROBERT AARON BREEDEN has caused its name to be hereunto subscribed this ____ day of _____, A.D., 2020.

Robert Aaron Breedden
STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, Owner and acknowledged that they executed the foregoing Certificate of Ownership and Dedication for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires: _____

Notary Public

TITLE CERTIFICATE

We, _____, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to DOWNTOWN GRAND JUNCTION REGENERATION LLC, a COLORADO LIMITED LIABILITY COMPANY AND ROBERT WAYNE TRAW AND PETER HOPKINSON SMITH JR AND ROBERT AARON BREEDEN is free and clear of all liens, taxes and encumbrances, except as follows:

EXECUTED this ____ day of _____, A.D., 2020.

BY: _____

CITY OF GRAND JUNCTION APPROVAL

This Plat of LOWELL VILLAGE PHASE 1, a Subdivision in the City of Grand Junction, County of Mesa, State of Colorado was approved this ____ day of _____, 2020.

City Manager

President of City Council

CITY OF GRAND JUNCTION USE

DOCUMENT	BOOK	PAGE
Tracts O, P, Q and R to the Lowell Village Metropolitan District	_____	_____
Tracts C, D, E, F, G H, I, J, K, L, M and N utility easement	_____	_____
to the Lowell Village Metropolitan District	_____	_____
Storm Drainage Easement	_____	_____
Ingress Egress Easement	_____	_____
Alley Right of Way Vacation	_____	_____
Water Easement Vacation	_____	_____
Gas Easement Vacation	_____	_____
Electric Easement Vacation	_____	_____
Sanitary Sewer Easement Vacation	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

This Plat was filed for record in the office of the Mesa County Clerk and Recorder at _____, __M., on this ____ day of _____, 2020, and was recorded at Reception No. _____,

Drawer _____, Fees _____

Deputy

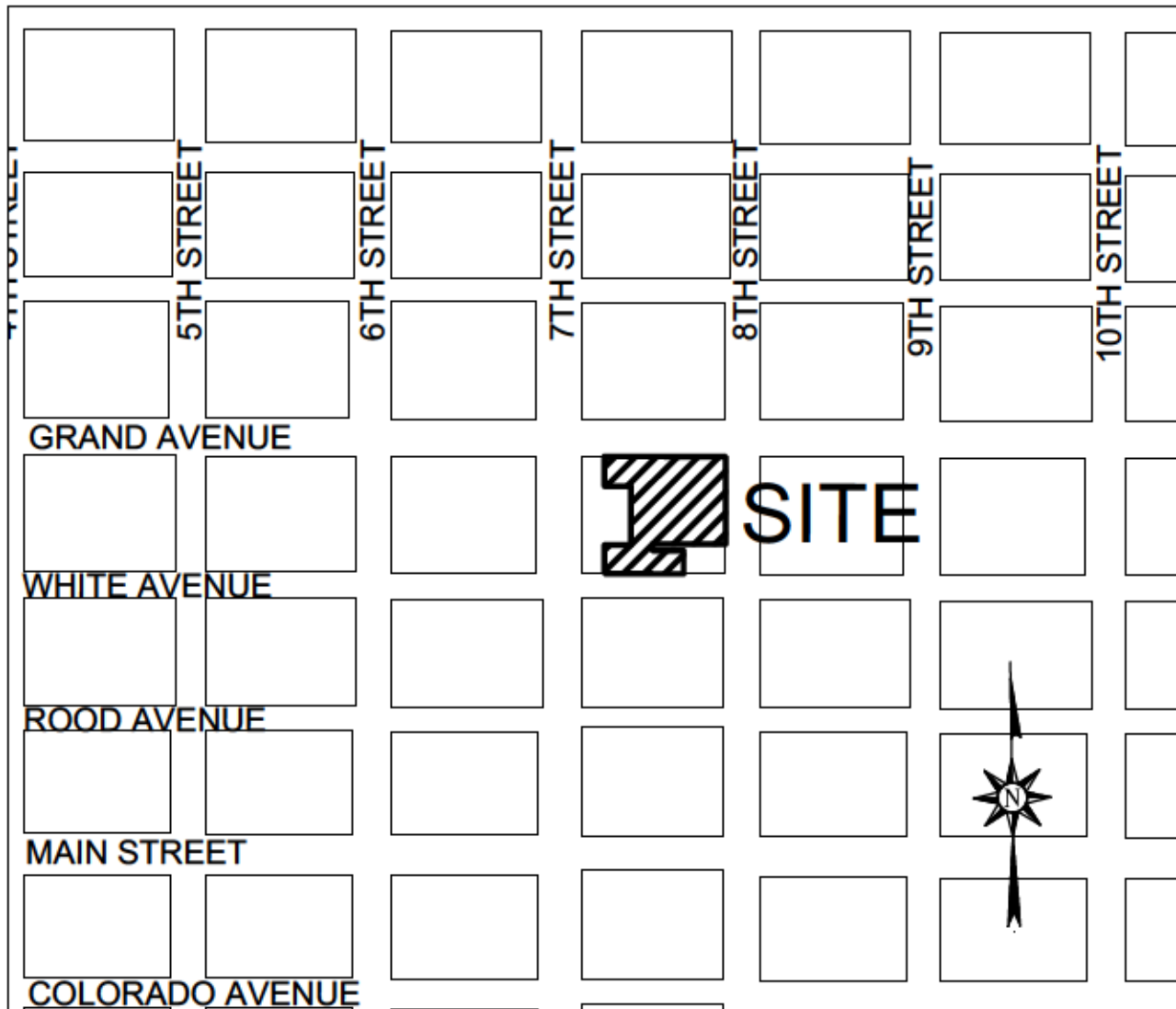
Mesa County Clerk and Recorder

SURVEYOR'S CERTIFICATION

I, Christopher C. Ransier, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this Plat is true, correct and complete Plat of the LOWELL VILLAGE PHASE 2, as laid out, platted, dedicated and shown hereon, that such Plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of lots, is in accordance with acceptable standards of practice and the laws of the State of Colorado. This statement is applicable only to the survey data represented hereon and does not represent a warranty or opinion as to ownership, lienholders or quality of title.

EXECUTED: this ____ day of _____, 2020

Christopher C. Ransier
Colorado PLS 38089



VICINITY MAP
NOT TO SCALE



CR SURVEYING, LLC
717 CENTAURI DRIVE
GRAND JUNCTION, COLO 81506
970-201-4081

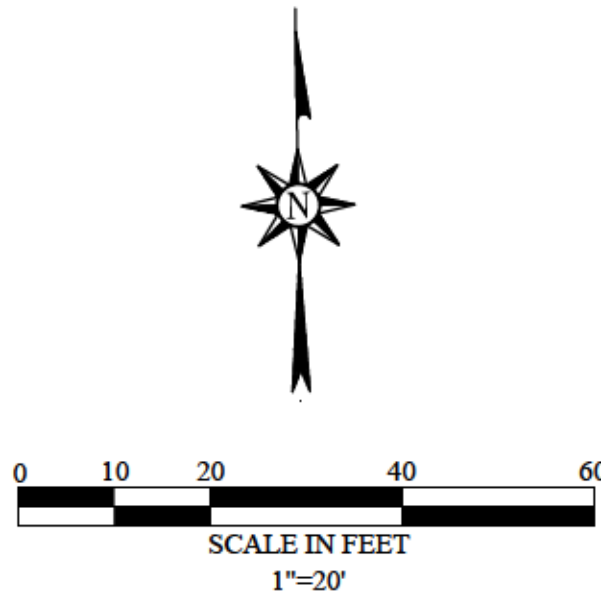
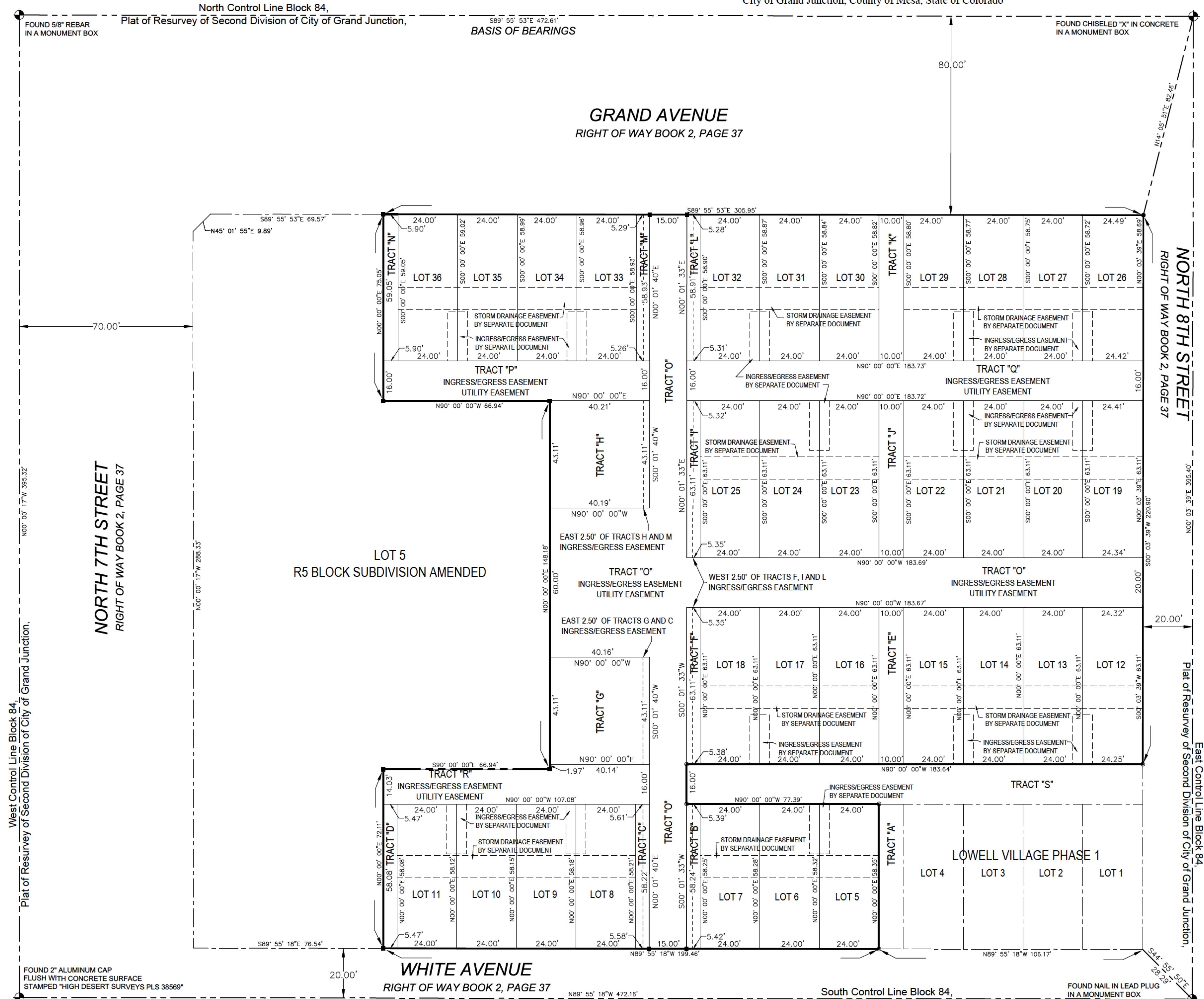
LOWELL VILLAGE PHASE 2

A REPLAT OF LOT 1, LOT 3 AND LOT 4 OF R5 BLOCK SUBDIVISION AMENDED (Reception No. 2835112)

AND LOT 5 AND LOT 6 OF LOWELL VILLAGE PHASE 1

Located within the SE 1/4 of Section 14, Township 1 South, Range 1 West, Ute Meridian,

City of Grand Junction, County of Mesa, State of Colorado



- LEGEND:**
- City Block Survey Monument
 - Found 1 1/2" plastic cap stamped "City Of Grand Junction PLS 32824"
 - Found 5/8" diameter rebar with a 2" alloy cap stamped "Christopher C. Ransier PLS38089"
 - Set 5/8" diameter rebar 24" long with a 2" alloy cap stamped "Christopher C. Ransier PLS38089" embedded in concrete.
 - N North
 - E East
 - S South
 - W West

BASIS OF BEARINGS:
The bearing between the City Block Monument a chiseled "X" in concrete found at the road intersection of Grand Avenue and North 8th Street and a City Block Monument a 5/8" rebar found at the road intersection of Grand Avenue and North 7th Street is N89°55'53"W, this bearing corresponds with grid north of the Mesa County Local Coordinate System.
Both City Block Monuments are in Monument Boxes.

- PLAT NOTES:**
- Tracts C, D, E, F, G, H, I, J, K, L, M and N utility easement granted by separate instrument to Lowell Village Metropolitan District.
 - Tract O, P, Q, and R ingress/egress easement granted by separate instrument to Lowell Village Metropolitan District.
 - Tract O, P, Q, and R dedicated to the City of Grand Junction as a utility easement by this Plat.
 - The West 2.50 feet of Tracts F, I and L dedicated to the City of Grand Junction as an ingress/egress easement for the use of emergency access vehicles.
 - The East 2.50 feet of Tracts C, G, H and M dedicated to the City of Grand Junction as an ingress/egress easement for the use of emergency access vehicles.
 - Lots 1-4, Tracts A, B and S platted Lowell Village Phase 1 shown hereon for reference only.
 - All boundary corner Survey Monuments embedded in concrete. A permanent Survey Monument set at all Lot and Tract corners stamped "Christopher C. Ransier PLS38089"
 - Linear units shown are in U.S. Survey Feet.
 - The bearings and distances shown hereon represent the results of the Legal Description rotated to grid north of the Mesa County Local Coordinate System with respect to the physical locations of accepted survey monuments.
 - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

LAND AREA TABULATION:
Lots = 46,591 Square Feet (1.069 Acres) = 65%
Tracts = 24,668 Square Feet (0.566 Acres) = 35%
Total = 71,259 Square Feet (1.635 Acres) = 100%

SHEET 2 OF 3

LOWELL VILLAGE PHASE 2

A REPLAT OF LOT 1, LOT 3 AND LOT 4
OF R5 BLOCK SUBDIVISION AMENDED (Reception No. 2835112)
AND

LOT 5 AND LOT 6 OF LOWELL VILLAGE PHASE 1

Located within the SE 1/4 of Section 14,

Township 1 South, Range 1 West, Ute Meridian,

City of Grand Junction, County of Mesa, State of Colorado



CR SURVEYING, LLC
717 CENTAURI DRIVE
GRAND JUNCTION, COLO 81506
970-201-4081

SURVEYED BY: CCR DRAWN BY: CCR JOB #: 1860119 DATE 02/14/2020

A REPLAT OF LOT 1, LOT 3 AND LOT 4 OF R5 BLOCK SUBDIVISION AMENDED (Reception No. 2835112)
AND LOT 5 AND LOT 6 OF LOWELL VILLAGE PHASE 1
Located within the SE 1/4 of Section 14, Township 1 South, Range 1 West, Ute Meridian,
City of Grand Junction, County of Mesa, State of Colorado

This plat map illustrates a residential subdivision bounded by North 8th Street to the north and White Avenue to the south. The map is divided into several tracts (A through S) and individual lots (5 through 36). Each lot is labeled with its number and area in square feet. Tracts are labeled with their respective areas and utility easements. The map also shows various easements, including storm drainage easements by separate document and ingress/egress easements by separate document. The map includes bearings and distances for all boundaries. A north arrow is located in the bottom right corner.

Tracts and Lots:

- TRACT "A" 348 Sq Feet (LOT 36 1,417 Sq Feet)
- TRACT "B" 312 Sq Feet (LOT 31 1,413 Sq Feet, LOT 30 1,412 Sq Feet)
- TRACT "C" 328 Sq Feet (LOT 29 1,411 Sq Feet, LOT 28 1,410 Sq Feet, LOT 27 1,410 Sq Feet, LOT 26 1,436 Sq Feet)
- TRACT "D" 317 Sq Feet (LOT 11 1,394 Sq Feet)
- TRACT "E" 831 Sq Feet (LOT 18 1,515 Sq Feet, LOT 17 1,515 Sq Feet, LOT 16 1,515 Sq Feet, LOT 15 1,515 Sq Feet, LOT 14 1,515 Sq Feet, LOT 13 1,515 Sq Feet, LOT 12 1,532 Sq Feet)
- TRACT "F" 339 Sq Feet (LOT 25 1,515 Sq Feet, LOT 24 1,515 Sq Feet, LOT 23 1,515 Sq Feet)
- TRACT "G" 1,731 Sq Feet
- TRACT "H" 1,738 Sq Feet
- TRACT "I" 388 Sq Feet
- TRACT "J" 831 Sq Feet
- TRACT "K" 588 Sq Feet
- TRACT "L" 312 Sq Feet
- TRACT "M" 311 Sq Feet
- TRACT "N" 1,715 Sq Feet
- TRACT "O" 10,513 Sq Feet
- TRACT "P" 1,715 Sq Feet
- TRACT "Q" 2,940 Sq Feet
- TRACT "R" 1,581 Sq Feet
- TRACT "S" 328 Sq Feet

Easements:

- STORM DRAINAGE EASEMENT BY SEPARATE DOCUMENT
- INGRESS/EGRESS EASEMENT BY SEPARATE DOCUMENT
- UTILITY EASEMENT

Boundaries and Distances:

- North 8th Street: N90° 00' 00"E
- White Avenue: N90° 00' 00"W
- Tract Boundaries: Various bearings and distances (e.g., 9.00', 19.00', 20.00', 4.00')

North Arrow: Located in the bottom right corner, pointing towards the top of the page.

LAND AREA TABULATION:
 Lots = 46,591 Square Feet (1.069 Acres) = 65%
 Tracts = 24,668 Square Feet (0.566 Acres) = 35%
 Total = 71,259 Square Feet (1.635 Acres) = 100%

CR SURVEYING, LLC
717 CENTAURI DRIVE
GRAND JUNCTION, COLO 81506
970-201-4081

SURVEYED BY: CCR	DRAWN BY: CCR	JOB #: 1860119	DATE 02/14/2020
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PROPOSED ALLEY RIGHT-OF-WAY VACATION



Vacation of Alley Right-of-Way R5 Block Subdivision Amended File # VAC-2020-247
agenda item can be viewed at 3:38:16

Consider a request by Downtown Grand Junction Regeneration LLC, Peter Hopkinson Smith Jr, Robert Wayne Traw and Robert Aaron Breeden to Vacate alley public right-of-way within the R5 Block Subdivision Amended on the southeast corner of 7th Street and Grand Avenue.

Staff Presentation

Kristen Ashbeck, Principal Planner, introduced exhibits into the record and provided a brief summary of the pre-recorded presentation available at www.GJSpeaks.org.

Applicant's Presentation

Downtown Grand Junction Regeneration LLC, Peter Hopkinson Smith Jr, Robert Wayne Traw and Robert Aaron Breeden, Applicants, were present and available for questions.

Questions for Applicant

None.

Public Hearing

The public hearing was opened at 5 p.m. on Tuesday, May 19, 2020 via www.GJSpeaks.org. Option for public comment via voicemail was also available starting Tuesday, May 19, 2020 as described on the meeting notice as well as the agenda.

A comment from Diane Schwenke was received via GJSpeaks.

The public hearing was closed at 9:39 p.m. on May 26, 2020.

Questions for Staff

None.

Discussion

None.

Motion and Vote

Commissioner Wade made the following motion, "Madam Chairman, on the request to vacate public alley right-of-way within the proposed Lowell Village Townhomes development, City file number VAC-2020-247, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact and condition as listed in the staff report."

Commissioner Susuras seconded the motion. The motion carried 7-0.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE VACATING ALLEY PUBLIC RIGHT-OF-WAY WITHIN THE R5
BLOCK SUBDIVISION AMENDED LOCATED ON THE SOUTHEAST CORNER OF
7TH STREET AND GRAND AVENUE**

Recitals:

The applicants, as the owners of the Lowell Village Townhomes project on the property also known as the R-5 High School block on the southeast corner of 7th Street and Grand Avenue are in the process of redeveloping the site. Currently, the east-west and north-south alley rights-of-way bisect the block and are an encumbrance to the future development of the property. Therefore, the owners are requesting approval to vacate both the east-west and north-south alley rights-of-way in the R5 Block Subdivision Amended subdivision. A portion of the east-west alley right-of-way has already been vacated that was under the R-5 school building. There are private electrical facilities located on the east end of the east-west alley for which Xcel Energy has stated that retention of an easement is not required.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate portions of public rights-of-way is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Municipal Code subject to the following condition:

Condition 1: The right-of-way vacation shall not become effective until a new subdivision plat is approved and recorded that provides: 1) adequate access to the rear of the R-5 School Building located on Lot 5 R5 Block Subdivision Amended; and 2) adequate internal access to the remainder of the development on Lots 1–4 R5 Block Subdivision Amended.

Alley Right-of-Way

A portion of Alley Right-of-Way in Block 84 as dedicated on the plat of Resurvey of Second Division of City of Grand Junction Reception Number 54332 of the Mesa County Clerk and Recorder Records, situated in the Southeast Quarter of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; being more particularly described as follows and depicted in Exhibit A:

All of the North-South 15.00 foot wide Alley in said Block 84 lying South of the Grand Avenue right of way and lying North of the White Avenue right of way.

AND

All of the East-West 20.00 foot wide Alley in said Block 84 lying West of the North 8th Street right of way and lying East of the previously vacated Alley right of way by City of Grand Junction Ordinance No. 4779, Reception No.2831634.

Containing an area of 8,906 square feet (.204 acres) more or less, as described herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PREVIOUSLY-DESCRIBED DEDICATED RIGHTS-OF-WAY ARE HEREBY VACATED SUBJECT TO THE LISTED CONDITION.

Introduced on first reading this _____ day of _____, 2020 and ordered published in pamphlet form.

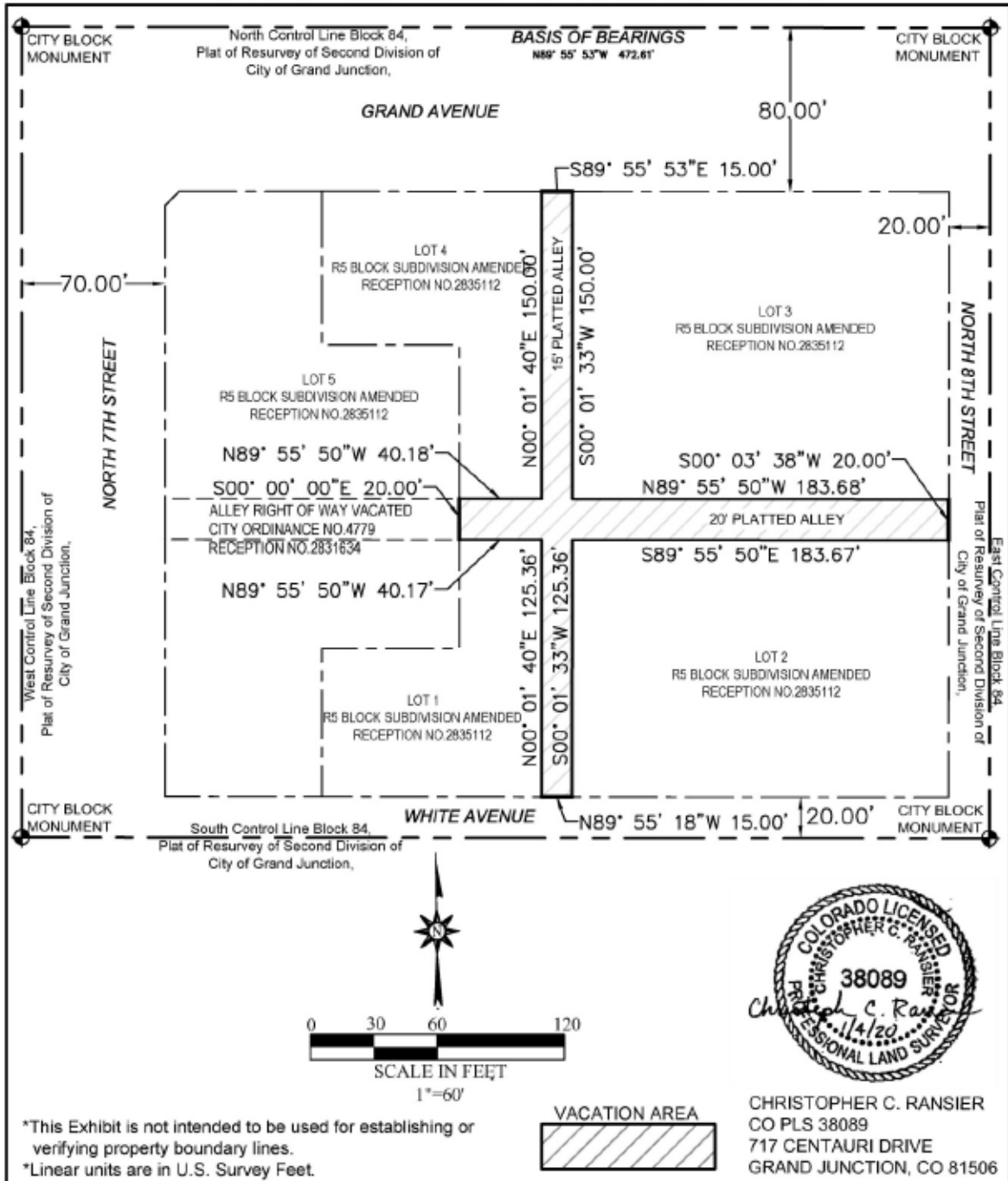
Adopted on second reading this _____ day of _____, 2020 and ordered published in pamphlet form.

ATTEST:

City Clerk

Mayor

ALLEY VACATION BLOCK 84
PLAT OF RESURVEY OF SECOND DIVISION OF CITY OF GRAND JUNCTION RECEPTION NUMBER 54332
SOUTHEAST 1/4 OF SECTION 14,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN,
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



Janet Harrell

Subject: FW: Citizen Email for 6/17 Agenda Item

From: Braden Kappius <brady@digitrail.com>
Sent: Wednesday, June 17, 2020 10:20 AM
To: Kristen Ashbeck <kristena@gjcity.org>
Subject: Support for Lowell Village Townhomes' alley vacation request (VAC-2020-247)

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

As a buyer in Phase 1 of Lowell Village Townhomes project, we wish to express our support for the project generally, and specifically for the project sponsor's requested vacation of the existing platted public alleys that you are considering for approval tonight. My wife and I are moving to Grand Junction from South Carolina shortly and this project was a big part of bringing us to the area. The combination of the architectural design, unique site plan with publicly accessible open space, and a circulation network of privately-owned and privately-maintained alleys was a big motivator for us.

The project sponsor is requesting the vacation of the existing public platted alleys at the City staff's suggestion in order to secure City approval for the applicant's proposed circulation approach. This circulation approach is often referred to as "traditional neighborhood design" (TND) and includes narrower streets and carriage-style detached garages. This circulation approach is fully appropriate for infill development in downtown locations and is consistent with the existing context of residential and commercial alleyways throughout downtown Grand Junction.

In closing, we're excited by the passion and vision of the project sponsor and their local team for the Lowell Village Townhomes project, which will reactivate this long-underutilized block as a true community asset. The vacation of the existing public platted alleys are necessary to achieve the vision for the Lowell Village Townhomes community that we are joining as Phase 1 homebuyers, and we urge you to approve this item. We look forward to coming to the Grand Valley and being a part of its future success as soon-to-be residents.

Thank you,
Braden Kappius

Janet Harrell

Subject: FW: Lowell Village Phase 1 and 2 - (VAC-2020-247)

From: Julie Deutsch <julesnp8@gmail.com>
Sent: Wednesday, June 17, 2020 11:39 AM
To: Kristen Ashbeck <kristena@gjcity.org>
Subject: Lowell Village Phase 1 and 2 - (VAC-2020-247)

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Dear City Council Members:

As a buyer in Phase 1 of Lowell Village Townhomes project, I wish to express my support for the project generally, and specifically for the project sponsor's requested vacation of the existing platted public alleys that you are considering for approval tonight. I moved from the Front Range of Colorado in 2019 with hopes that I might find a progressive housing community that supports an active community lifestyle that is engaged in future growth as well as responsible citizenship. I was attracted to purchase in this community as a result of the project's innovative architectural design, high-quality finishes, and thoughtful site plan including publicly-accessible open space and a circulation network of privately-owned and privately-maintained alleys.

The project sponsor is requesting the vacation of the existing public platted alleys at the City staff's suggestion in order to secure City approval for the applicant's proposed circulation approach. This circulation approach is often referred to as "traditional neighborhood design" (TND) and includes narrower streets and carriage-style detached garages. This circulation approach is fully appropriate for infill development in downtown locations and is consistent with the existing context of residential and commercial alleyways throughout downtown Grand Junction.

In closing, I'm excited by the passion and vision of the project sponsor and their local team for the Lowell Village Townhomes project, which will reactivate this long-underutilized block as a true community asset. The vacation of the existing public platted alleys are necessary to achieve the vision for the Lowell Village Townhomes community that I am joining as a Phase 1 homebuyer, and I urge you to approve this item.

Professionally,

Julie Deutsch (Future owner of 796 White Avenue #2)
970-214-8564
julesnp8@gmail.com



Grand Junction City Council

Regular Session

Item #4.b.i.

Meeting Date: June 17, 2020

Presented By: Greg Caton, City Manager, John Shaver, City Attorney

Department: City Manager's Office

Submitted By: Greg Caton, City Manager

Information

SUBJECT:

An Ordinance to Make a Supplemental Appropriation of \$300,000 from the City General Fund Reserve to Support the #GJStrong Fund in the City of Grand Junction, Colorado - **Continued from June 3, 2020**

RECOMMENDATION:

Staff recommends that City Council discuss the supplemental appropriation ordinance and determine if approval is appropriate.

EXECUTIVE SUMMARY:

The purpose of this item is to adopt an ordinance allocating \$300,000 to the #GJStrong Fund. Adopting this ordinance will also provide an additional \$300,000 to the Western Colorado Community Foundation for expenditure related to providing basic needs of food and shelter.

BACKGROUND OR DETAILED INFORMATION:

On March 10, 2020, Governor Polis issued an Executive Order declaring a State of Emergency in response to the novel coronavirus of 2019 (COVID-19) pandemic

On March 13, 2020 President Trump declared a national emergency in response to the COVID-19 pandemic.

On March 23, 2020 the Grand Junction City Council declared a local emergency due to the health and economic impacts of the COVID-19 pandemic.

Pursuant to the local declaration of emergency, and by and with this Ordinance, the City is authorized to assist persons impacted by complying with the Federal, State or local public health official's imposition or recommendation of social distancing, self-quarantine, business closures and other measures related to COVID-19 that have direct and indirect impacts on business and economic conditions.

The temporary assistance afforded by this ordinance also provides additional funding to the #GJStrong Fund in the City's budget for expenditure for the expenses directly and indirectly related to providing basic needs of food and shelter, in collaboration with the Western Colorado Community Foundation ("WCCF") in the City of Grand Junction.

FISCAL IMPACT:

This supplemental appropriation adds \$300,000 to the General Fund 2020 budget to fund expenditure directly and indirectly related to providing the basic needs of food and shelter in collaboration with the Western Colorado Community Foundation ("WCCF") in the City of Grand Junction.

The 2020 financial impact for the City of Grand Junction from the COVID-19 pandemic has been analyzed by estimating the net impact to the General Fund Reserve based on reduced revenues due to the economic crisis and corresponding reduction in expenses based on spending measures implemented by the City organization. The impact is based on current information and is calculated using minimums and maximums to anticipate a range of potential impact as follows. Note that this analysis does not include expenses funded separately by the First Responder Tax.

REVENUES: The potential reduction of General Fund revenues was calculated using a range of minimum and maximum assumptions based on revenue type. Sales and use taxes which are the majority revenue source for the General Fund were estimated at a minimum of a 10% reduction to a maximum of 25%. For comparison, during the last recession sales and use tax revenues dropped by the most significant amount in a 30 year period falling by 21% over a two year period. Using a 25% reduction also equates to losing an entire quarter of revenues. In total the estimate for revenue reduction ranges from \$6.5 million to \$15.7 million.

EXPENSES: Over a month ago, the City Manager instituted slowing of spending as well as budget reductions in order to prepare for an expected revenue reduction. The potential spending savings for General Fund expenses was also calculated using minimum and maximum assumptions which resulted in an estimate for expense savings ranging from \$4.2 million to \$6.8 million.

NET IMPACT TO GENERAL FUND RESERVE BALANCE: Combining the estimated range of revenue reductions with the estimated expense savings results in a net impact or use of General Fund Reserve between \$2.3 million and \$8.9 million.

GENERAL FUND RESERVE: The General Fund Reserve at 12/31/2019 (pre-audit) is projected to be \$29.2 million and based on the 2020 Adopted Budget would increase to \$29.4 million. The General Fund Reserve Policy sets a minimum reserve at 20% of operating expenses and authorizes the City Council to use funds above the minimum for the purposes described here fore establishing a business stabilization and recovery fund. The minimum reserve based on the adopted budget was \$15.2 million. However based on the maximum expense reductions described above, the 20% reserve calculation is \$14 million. Therefore based on this analysis there is sufficient funds available to fund \$300,000 for the purposes described previously. On May 6th Council also authorized \$540,000 to fund the City's Business Stabilization and Recovery Fund as well as \$87,000 to support Homeward Bound Homeless Shelter so that funding is also included in the calculation below.

Projected 12/31/2020 Fund Balance	\$ 29.40
Less Maximum Net Reduction Due to Pandemic Economic Impact	(8.90)
Less Disbursement for Support to the City's #GJStrong Fund Authorized April 6, 2020	(0.50)
Less Authorization of City's Business Stabilization and Recovery Fund on May 6, 2020	(0.54)
Less Authorization of Support to Homeward Bound Homeless Shelter on May 6, 2020	(0.087)
Less Potential Authorization of Additional Funding to the City's #GJStrong Fund	(0.30)
Remaining Fund Balance	\$19.07
<i>Minimum Reserve</i>	<i>\$14.00</i>

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4925, an ordinance to make a supplemental appropriation of \$300,000.00 from the City General Fund Reserve to support the #GJStrong Fund in the City of Grand Junction, Colorado on final passage and order final publication in pamphlet form.

Attachments

1. ORD-COVID 2nd WCCF Supplemental Appropriation051220clean

ORDINANCE NO. _____

**AN ORDINANCE TO MAKE A SUPPLEMENTAL APPROPRIATION OF \$300,000.00
FROM THE CITY GENERAL FUND RESERVE TO SUPPORT THE #GJSTRONG
FUND IN THE CITY OF GRAND JUNCTION, COLORADO**

RECITALS:

On March 10, 2020, Governor Polis issued an Executive Order declaring a State of Emergency in response to the novel coronavirus of 2019 (COVID-19) pandemic

On March 13, 2020 President Trump declared a national emergency in response to the COVID-19 pandemic.

On March 23, 2020 the Grand Junction City Council declared a local emergency due to the health and economic impacts of the COVID-19 pandemic.

Pursuant to the local declaration of emergency, and by and with this emergency ordinance, the City is authorized to assist persons impacted by complying with the Federal, State or local public health official's imposition or recommendation of social distancing, self-quarantine, business closures and other measures related to COVID-19 that have direct and indirect impacts on business and economic conditions.

On March 30, 2020 the Chairman of the Board of the Homeward Bound Homeless shelter notified the City that the shelter, in response to the COVID-19 pandemic is developing plans for serving homeless persons by among other things, extending the off-site overflow for 90 days, using tents and shade shelters to provide additional beds, to create quarantine pods using portable walls within the existing shelter and adding personnel. The cost of the response plan, as well as the additional costs to provide food and other basic necessities is unfunded.

On April 6, 2020 the Grand Junction City Council approved an Emergency Ordinance appropriating \$500,000 to the #GJSTRONG Fund, which in direct collaboration with the Western Colorado Community Foundation, provided emergency funding to relieve the stress and strain placed on Grand Junction non-profits providing basic needs of food and shelter to persons suffering impacts as a result of COVID-19.

The temporary assistance afforded by this ordinance includes additional emergency funds for the #GJSTRONG Fund and helps to defray some of the expenses that will be incurred by persons that have been directly or indirectly impacted by COVID-19 in the City of Grand Junction.

The City of Grand Junction has the authority pursuant to its Charter, ordinances and law to appropriate and expend funds in furtherance of the general health, safety and welfare of the inhabitants of the City. The novel corona virus (COVID-19) presents a serious and imminent threat people's health and well-being.

Given the unprecedented impacts, some of which are known and some of which remain unknown, of the COVID-19 outbreak the adoption the City Council finds that this appropriation ordinance is necessary, proper and will further the general health, safety and welfare of the community.

This ordinance appropriates a certain sum of money for the purposes specifically and/or generally stated in the ordinance and the appropriation shall be used only for those purposes.

This supplemental appropriation provides for the disbursement of funds to the #GJSTRONG Fund. The Fund will add \$300,000.00 to the General Fund 100 of the City budget for emergency, temporary assistance with the basic needs of food and shelter. The appropriation shall be allocated such that \$300,000.00 may be allocated to the Western Colorado Community Foundation, in accordance with and pursuant to the existing New Fund Agreement by and between the City and the WCCF to provide emergency funding to alleviate some demands and assist local non-profits addressing new and emerging needs resulting from the COVID19 pandemic and the sudden and dramatic escalation in demand for services.

The WCCF will provide funds only to qualified 501c3 nonprofit organizations providing basic needs of food and shelter that serve the Grand Junction community. The Fund may be used for general support or special needs related to the COVID19 pandemic - supplies, support to cover salaries to maintain adequate staffing for operations, etc.

If the WCCF administers the Fund, it will be compensated in a lump sum in the amount of \$2000.00 for its services. The City Manager is authorized to pay that sum for the services of WCCF.

This action is unprecedented; however, it is wholly consistent with the City's *Strategic Plan*. The adoption of this ordinance furthers the City's partnership with the community. As stated in the *Plan* the City

"... views partnership in its broadest sense and not merely through the lens of delivering municipal services. Partnership with a common purpose is the key to success with public and private collaboration. Whether evaluating opportunities for shared services, partnering for economic development, or creating a shared vision for the future of our community, we recognize that our residents will be best served as we work together with other organizations to find solutions. We take every opportunity to celebrate past successful partnerships to build momentum for future collaboration."

The adoption of this ordinance is fiscally responsible. In this time of emergency, it would in fact be irresponsible to not adopt this ordinance. The approval of the ordinance will help to stabilize some people that may otherwise not be helped. According to City Council policy, City reserves are for a "rainy day"- the COVID-19 emergency necessitates expenditure of reserves so in the near and longer term future the community may recover faster and stronger than if the Fund is not expended. As stated in the *Plan*

"The foundation of effective local governance is trust. To continue to build the trust placed in us by our citizens, we must be responsible stewards of the resources entrusted to our care. Because of limited resources, we must be effective in prioritizing our

spending to focus on the things that citizens have identified as most important. As we establish plans and priorities, we do so with an eye to the future. It is not enough to merely find a way to fund a new project or amenity. We must also ensure that we are planning for long-term ongoing operations and maintenance with each item that we prioritize.”

The adoption of this ordinance serves to communicate with and engage the community at a time and under circumstances of severe need. As stated in the *Plan* the City will act to “build trust and ensure we continue to focus limited resources on our community’s highest priorities.” Appropriating funds to the Economic Stimulus and Response Recovery Fund is a high, if not highest priority of the community.

With the adoption of this ordinance the City Council is endeavoring to serve the people that make this community great. As stated in the *Plan*

“Grand Junction was founded by innovative leaders, ready to lead the way to a new future. Our city continues in that tradition of leadership today. We are not content to wait around for the future, but rather desire to actively shape it. Our City holds a key position in the region. We must be a driving force in issues of regional importance and play a leading role in the growth occurring on the Western Slope. We will do this by setting an example of how local government should operate – in our conduct, in our words, and in our ideas. The status quo will not satisfy us, nor will it work, as we continue to push ourselves outside of our comfort zone to be innovative leaders.”

At its May 6, 2020 meeting the City Council considered the foregoing Recitals, the purposes of this Ordinance and the importance of it to the Community and determined that an appropriation in the sum of \$300,000 is necessary and proper given the current emergency. The Ordinance was further considered on second reading and a public hearing held by the City Council on May 20, 2020.

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

That the following sum of money be appropriated from unappropriated fund balance and additional revenues, to the Fund, for the year ending December 31, 2020, from and expended by and through the General Fund for the purposes provided in the ordinance as follows:

Fund Name	Fund #	Appropriation
General	100	\$300,000.00

Severability.

This Ordinance is necessary to protect the public health, safety and welfare of the residents of the City. If any provision of this Ordinance is found to be unconstitutional or illegal, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severed or severable and shall continue in full force and effect.

138 INTRODUCED on first reading on the ____ day of May 2020 and ordered published.

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140 ADOPTED on second reading this ____ day of May 2020.

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Duke Wortmann
President of the Council

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148 ATTEST:

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151 _____
Wanda Winkelmann

152 City Clerk



Grand Junction City Council

Regular Session

Item #4.b.ii.

Meeting Date: June 17, 2020

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver, City Attorney

Information

SUBJECT:

An Emergency Ordinance to Amend the Grand Junction Municipal Code Regarding the Grand Junction Parks and Recreation Advisory Board Membership

- Or If Not Approved -

Introduction of an Ordinance to Amend the Grand Junction Municipal Code Regarding the Grand Junction Parks and Recreation Advisory Board Membership and Set a Public Hearing for July 1, 2020

RECOMMENDATION:

Staff recommends adoption of the ordinance.

EXECUTIVE SUMMARY:

The purpose of this item is to amend the Grand Junction Municipal Code to provide for the appointment of two additional members to the Grand Junction Parks and Recreation Advisory Board.

BACKGROUND OR DETAILED INFORMATION:

Presently, the Parks and Recreation Advisory Board has seven City residents as members. The Board desires to expand to nine members to better meet the opportunities and challenges that are before it. The City has recently launched a parks, recreation and open space master planning process, which plan and the outcomes of it, will be the responsibility of the Board to consider and make recommendations to the City Council and City staff. That work, coupled with the

interest of the Broad in seeking more varied backgrounds and membership on the Board, prompts the City Council to amend the Code to quickly, and consistently with the bylaws of the Board as amended, increase the membership of the Board to nine to help it fulfill its mission.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (adopt/deny) Emergency Ordinance No. 4942, an Emergency Ordinance to amend the Grand Junction Municipal Code regarding the Grand Junction Parks And Recreation Advisory Board Membership on final passage and order final publication in full.

- Or If Not Approved -

I move to introduce an ordinance to amend the Grand Junction Municipal Code regarding the Grand Junction Parks And Recreation Advisory Board Membership and set a public hearing for July 1, 2020.

Attachments

1. ORD-Emergency Ordinance PRAB061520
2. ORD-Ordinance PRAB061520

ORDINANCE NO. _____

**AN EMERGENCY ORDINANCE TO AMEND THE GRAND JUNCTION MUNICIPAL
CODE REGARDING THE GRAND JUNCTION PARKS AND RECREATION
ADVISORY BOARD MEMBERSHIP**

RECITALS:

By and with this Emergency Ordinance the City Council amends the Grand Junction Municipal Code (GJMC or Code) to provide for the appointment of two additional members to the Grand Junction Parks and Recreation Advisory Board.

The Parks and Recreation Advisory Board (Board) was established in 1983. The primary purpose of the Board is to assist in planning of recreation activities in the City and to help promote a long-range program for the development of the City's park system.

Presently, the Board has seven City residents as members. The Board desires to expand to nine members to better meet the opportunities and challenges that are before it. The City has recently launched a parks, recreation and open space master planning process, which plan and the outcomes of it, will be the responsibility of the Board to consider and make recommendations to the City Council and City staff. That work, coupled with the interest of the Board in seeking more varied backgrounds and membership on the Board, prompts the City Council to amend the Code to quickly, and consistently with the bylaws of the Board as amended, increase the membership of the Board to nine to help it fulfill its mission.

At the June 17, 2020 meeting the City Council considered this Ordinance and determined that amendment of the Code is necessary as an emergency measure and the City Council deems it necessary to immediately modify the Code as follows.

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

Title 2.32.020 of the Grand Junction Municipal Code is amended as follows (deletions ~~struck through~~; additions underlined):

2.32.020 Terms of Member – *Ex officio* members.

The President of the Council shall select and with the concurrence of the Council, appoint seven ~~seven~~ nine persons to the Parks and Recreation Advisory Board who are citizens of the City. ~~The~~ All members shall serve three-year staggered terms in accordance with the adopted bylaws of the Board as amended. The initial appointments for the 8th and 9th members shall be two and three years respectively. ~~Two new members shall be appointed annually for three-year terms. Thereafter a~~ member may be reappointed by City Council upon expiration of his/her term for a three-

year term for a total of four terms. The City Manager, or his designee, and the Parks and Recreation Director shall be ex officio, non-voting members of the Board.

City Council hereby declares that a special emergency exists and that this ordinance is necessary to preserve and advance the peace and the public health, safety and welfare by effectuating the Council's purposes and policies, which are consistent with and supportive of the best interest of the citizens of the City.

This Ordinance, immediately on its final passage, shall be recorded in the City book of ordinances kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk. The full text of the amending ordinance, in accordance with the Charter of the City of Grand Junction, is to be published in full within three days.

This Ordinance shall apply to the City of Grand Junction. This Ordinance shall take effect immediately upon passage and with the unanimous approval of City Council.

Severability.

This Ordinance is necessary to protect the public health, safety and welfare of the residents of the City. If any provision of this Ordinance is found to be unconstitutional or illegal, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severed or severable and shall continue in full force and effect.

All other provisions of Title 2 of the Grand Junction Municipal Code shall remain in full force and effect.

C.E. Wortmann
President of the Council

ATTEST:

Wanda Winkelmann
City Clerk

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48 City Council hereby declares that this ordinance is necessary to preserve and advance
49 the peace and the public health, safety and welfare by effectuating the Council's
50 purposes and policies, which are consistent with and supportive of the best interest of
51 the citizens of the City.

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53 Severability.

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55 This Ordinance is necessary to protect the public health, safety and welfare of the
56 residents of the City. If any provision of this Ordinance is found to be unconstitutional or
57 illegal, such finding shall only invalidate that part or portion found to violate the law. All
58 other provisions shall be deemed severed or severable and shall continue in full force
59 and effect.

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61 All other provisions of Title 2 of the Grand Junction Municipal Code shall remain in full
62 force and effect.

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65 _____
66 C.E. Wortmann
67 President of the Council

68 ATTEST:

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70 _____
71 Wanda Winkelmann
72 City Clerk