

**DEVELOPMENT IMPROVEMENTS AGREEMENT**

**Planning File No. SUB-2013-248**

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are **Habitat for Humanity of Mesa County**, ("Developer") and the **City of Grand Junction, Colorado** ("City").

For valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. **Effective Date:** The Effective Date of the Agreement shall be the date that it is signed by the Public Works & Planning Director, which shall be no sooner than recordation of the final plat or final plan approval whichever first occurs.

**RECITALS**

The Developer seeks permission to develop property, described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The Property, known as **Phase II - Hoffman II Subdivision** has been reviewed and approved under Planning file number: **SUB-2013-248** ("Development" or "the Development").

The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements to the Property and limiting the harmful effects of substandard development.

A further purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself; this Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owner(s), purchaser(s) or user(s) of the Property.

The mutual promises, covenants and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and City's land development ordinances and regulations.

**DEVELOPER'S OBLIGATION**

3. **Improvements:** The Developer shall design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit B attached and incorporated by this reference ("Improvements" or "the Improvements").

3a. On and after the Effective Date of this Agreement the Developer agrees to pay the City for its Administration and inspection of the Development. The hourly rate for those services is \$45.00/hour. Administration and Inspection includes but is not limited to the time expended by the City's planner, engineer, construction Inspector and attorney in directing, advising, correcting and enforcing by means other than litigation, this agreement and/or the approved development plan. Making disbursements and calling/collecting Guarantees are Administration and Inspection services and shall be charged at \$45.00/hour. See, paragraph 19 concerning attorneys'/ litigation fees.

3b. The scope of this project is such that the City may have to engage Independent consultants(s) to adequately provide inspection services; Developer agrees to pay such costs, in addition to all others for which Developer is responsible hereunder.

3c. The Developer's obligation to complete the Improvements is and shall be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement the Developer shall supply a guarantee. The Developer is required to post security in an amount of \$ **584,078.60** (120% of the amount for the Improvements) in a form and with terms acceptable to the City ("Guarantee"). The Guarantee shall be in the form of a cash deposit made to the City, a letter of credit or a disbursement agreement in a form and with content approved by the City Attorney. The Guarantee specific to this Agreement is attached as Exhibit C and is incorporated by this reference as if fully set forth.

**Select one: Disbursement Agreement**

5. **Standards:** The Developer shall construct the Improvements according to the City's standards and specifications.

6. **Warranty:** The Developer shall warrant the Improvements for one year following Acceptance by the City. "Warrant" or "Warranty" as used herein means the Developer shall take such steps and incur such costs as may be needed so that the Improvements or any portion or phase thereof as repaired and/or replaced, shall comply with the Development's construction plans and/or site plan, City standards and specifications at the end of the warranty period. The Developer shall warrant each repaired and/or replaced improvement or any portion or phase thereof for one year following Acceptance of such repair and/or replacement.

6a. Upon Acceptance the Developer shall provide a Maintenance Guarantee in an amount of \$ **97,346.43** (Line G2, Exhibit B, City Security).

6b. The Maintenance Guarantee shall be secured by a letter of credit, cash escrow or other form acceptable to the City.

7. **Commencement, Completion and Abandonment Periods:** The Developer shall commence work on the Improvements within 30 days from the Effective Date of this Agreement; that date is known as the "Commencement Date."

7a. The Developer shall complete the Improvements by the end of the twelfth month from the Effective Date of this Agreement; that date is known as the "Completion Date."

7b. The Developer shall not cease construction for any period of more than 60 consecutive days. If construction is ceased for 60 or more consecutive days the Director may deem the Development abandoned ("the Abandonment Period").

7c. The Commencement date and the Completion Date are as follows:

**Commencement Date: Nov 4, 2013**

**Completion Date: May 30, 2014**

**8. Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations when fulfilling its obligations under their Agreement. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after the Effective Date.

**9. Notice of Defect:** The Developer by and through his/her/its engineer shall provide timely written notice to the issuer of the Guarantee and the Director when the Developer and/or his/her/its engineer has knowledge, that an Improvement or any part or portion of any Improvement either does not conform to City standards or is otherwise defective.

9a. The Developer shall correct all non-conforming construction and/or defects within thirty (30) days from the issuance of the notice by his/her/its engineer of a/the defect.

**10. Acceptance of Improvements:** The City shall not accept and/or approve any or all of the Improvements until the Developer presents a document or documents for the benefit of the City showing that the Developer owns the Improvements in fee simple, or as accepted by the City Attorney, and that there are no liens, encumbrances or other restrictions on the Improvements other than those that have been accepted by the City Attorney.

10a. Approval and/or acceptance of any Improvement(s) does not constitute a waiver by the City of any right(s) that it may have on account of any defect in or failure of the Improvement that is detected or which occurs after approval and/or acceptance.

10b. Acceptance by the City shall only occur when the City Engineer, sends a writing to such effect ("Acceptance").

**11. Reduction of Security:** Upon Acceptance of any Improvement(s) the amount which the City is entitled to draw on the Guarantee shall be reduced by an amount of **\$486,732.17** (Line G1, Exhibit B, Total Improvement Costs).

11a. At the written request of the Developer, the City shall execute a certificate verifying Acceptance of the Improvement and thereafter waiving its right to draw on the Guarantee to the extent of such amount. A Developer in default under this Agreement has no right to such certification.

**12. Use of Proceeds:** The City shall use funds deposited with it, drawn or guaranteed pursuant to this Agreement only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements or paying Administration and Inspection fees.

**13. Events of Default:** The following conditions, occurrences or actions shall constitute

a default by the Developer:

13a. Developer's failure to complete each portion of the Improvements on or before the Completion Date;

13b. Developer's failure to demonstrate reasonable intent to correct defective construction of any Improvements within the applicable warranty period;

13c. Developer's Insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer. In such event the City may immediately declare a default without prior notification to the Developer;

13d. Notification to the City, by any lender with a lien on the Property, of a default by Developer on any obligation to such lender. In such event, the City may immediately declare a default without prior notification to the Developer.

13e. With regard to the Property or any portion thereof: initiation of any foreclosure action regarding any lien or encumbrance; or initiation of mechanics lien(s) procedure(s); or assignment or conveyance of the Property in lieu of foreclosure. In such event the City may immediately declare a default without prior notification to the Developer.

13f. Notification to the City from the bank issuing the Guarantee that it will not renew the Guarantee at a time when security is still required hereunder and no substitute collateral acceptable to the City has been provided by the Developer.

13g. Except as provided, the City may not declare a default until written notice has been sent to the Developer at the address shown in the development file. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

**14. Measure of Damages:** The measure of damages for breach of this Agreement by the Developer shall be the reasonable cost of satisfactorily completing the Improvements, plus reasonable expenses. Expenses may include but are not limited to contracting costs, collection costs and the value of planning, engineering, legal and administrative staff time devoted to the collection/completion of the Improvements. For Improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit B shall be *prima facie* evidence of the minimum cost of completion; however, the maximum amount of the Developer's liability shall not be established by that amount or the amount of the Guarantee.

**15. City's Rights Upon Default:** When any event of default occurs, the City may draw on the Guarantee or proceed to collect any other security to the extent of the face amount of the Guarantee less eighty percent (80%) of the estimated cost (as shown on Exhibit B) of all Improvements for which the City has given its Acceptance and no warranty work is reasonably required. The City may also exercise its rights to disbursement of loan proceeds or other funds under the City Improvements disbursement agreement.

15a. The City shall have the right to complete improvements itself or it may contract with a third party for completion.

15b. The Developer grants to the City, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining, inspecting and repairing the Improvements.

15c. The City may assign the proceeds of the Guarantee or other funds or assets that it may receive in accordance with this Agreement to a subsequent developer or lender that has acquired the Property by purchase, foreclosure or otherwise.

15d. That developer or lender shall then have the same rights of completion as the City if and only if the subsequent developer or lender agrees in writing to complete or correct the Improvements and provides to the City reasonable security for that obligation.

15e. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

**16. Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns ("City") harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the performance or non-performance of work at the Property and/or the Improvements and/or the Development that is being done pursuant to this Agreement.

16a. The Developer further agrees to aid and defend the City in the event that the City and/or the Improvements is named as a defendant in an action concerning the performance of work pursuant to this Agreement except for a suit wherein the Developer states claim(s) against the City.

16b. The Developer is not an agent, partner, joint venturer or employee of the City.

**17. No Waiver:** No waiver of any provision of this Agreement by the City shall be deemed or constitute a waiver of any other provision nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful or other act by the Developer or the acceptance of any improvement.

**18. Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his/her/its authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

**19. Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to

costs, including reasonable attorney's fees and expert witness fees, from the opposing party. The City shall be entitled to claim the value of its in-house attorneys at the rate of \$125.00 per hour. If relief is awarded to both parties the attorney's fees may be equitably divided between the parties by the decision maker.

**20. Vested Rights:** This Agreement does not guarantee, represent or certify that the Developer is entitled to any other approval(s) required by the City, before the Developer is entitled to commence development beyond the scope of this Agreement or to transfer ownership of the Property being developed.

**21. Integration:** This Agreement, together with the exhibits and attachments thereto constitutes the entire Agreement between the parties. No statement(s), promise(s) or inducements(s) that is/are not contained in this Agreement shall be binding on the parties.

**22. Third Party Rights:** No person or entity who or which is not a party to this Agreement shall have any right of action under or be a beneficiary of this Agreement.

**23. Time:** For the purpose of computing the Abandonment Period and Commencement and Dates, such times in which war, civil disasters or acts of God occurs or exist shall not be included if such prevents the Developer or City from performing its obligations under the Agreement. The Developer must notify the City in writing if/when it asserts impossibility of performance under this paragraph. The City may reject the Developer's assertion, if it finds, in writing that the condition(s) that the Developer asserts do not exist.

**24. Severability:** If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision. The rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

**25. Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld but any unapproved assignment is void.

**25a.** Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property.

**25b.** There is no prohibition on the right of the City to assign its rights under this Agreement.

**25c.** Upon written request from the Developer the City shall expressly release the original Developer's Guarantee and/or contract obligations if it accepts new security from any developer or lender who obtains the Property, however, no other act of the City shall constitute a release of the original Developer from his liability under this Agreement.

**25d.** When the City has issued its Acceptance regarding the Improvements, the City agrees to state the same in writing, with appropriate acknowledgments.

25e. The City shall sign a release only after all warranty periods, as extended by litigation, repair or alteration work, have expired.

26. **Notice:** Any notice required or permitted by this Agreement shall be deemed effective two calendar days after deposit with the United States Postal Service, first class, postage prepaid and addressed as follows:

If to Developer:	HABITAT FOR HUMANITY OF MESA COUNTY P.O. Box 4947 200 GRAND AVENUE, SUITE 101L GRAND JUNCTION CO 81502 970 255-9850  JBRENK@HFHMESA.ORG	Name/Developer/Company (continued) Address (Street and Mailing) Address (continued) City, State & Zip Code Telephone Number Fax Number E-mail Address
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If to City: Office of the City Attorney  
250 North 5th Street  
Grand Junction, CO 81501

CC: Planning Division  
250 North 5th Street  
Grand Junction, CO 81501

27. **Recordation:** Developer shall pay the costs to record a memorandum of this Agreement (Exhibit D) in the records of the Mesa County Clerk and Recorder's Office. The Developer may, at his/her/its option record the entire agreement.

28. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

29. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this Agreement whether arising out of or relating to the Agreement, the Guarantee, the Maintenance Guarantee or any action based arising out of or under this Agreement shall be deemed to be proper only if such action is commenced in Mesa County, Colorado.

29a. The Developer expressly waives his/her/its right to bring such action in or to remove such action to any other court whether state or federal.

30. **Liability before Acceptance:** The City shall have no responsibility or liability with respect to any street or other improvement(s), notwithstanding the use of the same by the public, unless the street or other improvement shall have received Acceptance by the City.

30a. If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the

edge of gutter on the side of the street nearest the property to enable an initial two way traffic operation without on-street parking.

30b. Developer shall also construct and pay for end-transitions, intersection paving, drainage facilities and adjustments to existing utilities necessary to open the street to traffic.

30c. The City shall not issue its written Acceptance with regard to any Improvement(s) including any street, storm drainage facility, sewer, water facility or other required Improvement(s), until the Developer:

(i) furnishes to the City Engineer as-built drawings in reproducible form, blue line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specification;

(ii) provides written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon in and under which the Improvement(s) have been constructed or which are necessary for the Improvements are free from toxic, hazardous and other regulated substances or materials;

(iii) provides written evidence to the City Attorney that the title to lands underlying the Improvements are free and clear from all liens and encumbrances, except those items and encumbrances which may be approved in writing by the City Attorney; and

(iv) provides written evidence, certified by the Developer's engineer, that the work was systematically inspected and tested and that the materials and the compaction of the materials that are required to be compacted, were in conformance with City-approved plans and specifications.

By:

James L. Bunic 11-5-13  
Developer's Signature Date

Developer's Name:

Corporate Attest: \_\_\_\_\_

**City of Grand Junction**

John A. Peter 11-8-13  
Signature Date

Project Manager

Kurt Babin 11-8-13  
Signature Date

Development Engineer

Anna Cox 11-12-2013  
Signature Date

Director or Planning Manager



Type legal description below.

**EXHIBIT A**

Lot AA, John H. Hoffman Subdivision

**EXHIBIT B**

**JOHN H. HOFFMAN SUBDIVISION - PHASE II - IMPROVEMENTS COST ESTIMATE**

DATE: 8-20-13  
 DEVELOPMENT NAME: Phase II - John H. Hoffman Subdivision  
 LOCATION: 3043 D Road  
 PRINTED NAME OF PERSON PREPARING: Austin Civil Group, Inc.

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>A. SANITARY SEWER</b>					
1	8" PVC Sanitary Sewer Main	LF	780	\$ 25.00	\$ 19,500.00
2	6" PVC Sanitary Sewer Main	LF	0		\$ -
3	" PVC Sanitary Sewer Main	LF			\$ -
4	Sewer services	EA	22	\$ 700.00	\$ 15,400.00
5	Sanitary Sewer Manhole	EA	5	\$ 2,500.00	\$ 12,500.00
6	Sanitary Sewer Drop Manhole	EA			\$ -
7	Connection to 15" Interceptor	EA	1	\$ 1,500.00	\$ 1,500.00
8	Concrete Encasement	LF	20	\$ 20.00	\$ 400.00
<b>Subtotal Part A Sanitary Sewer</b>					<b>\$ 49,300.00</b>
<b>B. DOMESTIC WATER</b>					
1	8" PVC Water Main	LF	840	\$ 21.00	\$ 17,640.00
2	6" PVC Water Main	LF	13	\$ 20.00	\$ 260.00
3	" PVC Water Main	LF			\$ -
4	8" Gatevalve	EA	5	\$ 1,200.00	\$ 6,000.00
5	6" Gatevalve	EA	1	\$ 1,200.00	\$ 1,200.00
6	" Gatevalve	EA			\$ -
7	Water Services	EA or LF	20	\$ 400.00	\$ 8,000.00
8	Connect to Existing Water Line	EA	1	\$ 1,000.00	\$ 1,000.00
9	Fire Hydrant	EA	1	\$ 4,000.00	\$ 4,000.00
10	Utility Adjustments	EA			\$ -
11	Blowoff/Clean/Chlorinate	EA	2	\$ 1,000.00	\$ 2,000.00
					\$ -
					\$ -
					\$ -
<b>Subtotal Part B - Domestic Water</b>					<b>\$ 40,100.00</b>

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>C1</b>	<b>STREETS</b>				
1	4" PVC Utility/Irrigation sleeves	LF	100	\$ 9.00	\$ 900.00
2	" PVC Utility/Irrigation sleeves	LF			\$ -
3	Reconditioning	SY	4062	\$ 2.00	\$ 8,124.00
4	Aggregate Base Course (Class 3)	TN			\$ -
5	Aggregate Base Course (Class 6) (10" Compacted Thickness)	SY	3261	\$ 10.00	\$ 32,610.00
6	Aggregate Base Course (Class 6) (6" Compacted Thickness)	SY	1176	\$ 7.00	\$ 8,232.00
7	Hot Bituminous Paving, Grading SX (4" thick)	SY	2280	\$ 25.00	\$ 57,000.00
8	Hot Bituminous Paving, Grading ( " thick)	SY			\$ -
9	Hot Bituminous Paving, Patching ( " Thick)	SY			\$ -
10	Geotextile	SY			\$ -
11	Concrete Curb ( " Wide by " High)	LF			\$ -
12	Concrete Curb and Gutter (2' wide)	LF	1125	\$ 12.00	\$ 13,500.00
13	Concrete Curb and Gutter (1.5' wide)	LF			\$ -
14	Monolithic, Vertical Curb, Gutter and Sidewalk (6.5' Wide)	LF	0	\$ 19.00	\$ -
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	975	\$ 22.00	\$ 21,450.00
16	6-ft Wide Gravel Shoulder (6" thk.)	SY	0	\$ 10.00	\$ -
17	Concrete Gutter and Driveway Section ( " Thick)	SY			\$ -
18	Concrete Drainage Pan (6' wide, 8" thk.)	LF	28	\$ 65.00	\$ 1,820.00
19	Concrete Corner Fillet	SY	33	\$ 65.00	\$ 2,145.00
20	Concrete Curb Ramp	EA	2	\$ 650.00	\$ 1,300.00
21	Complete Concrete Corner	SY			\$ -
22	Concrete Driveway ( " Thick)	SY			\$ -
23	Driveway/Concrete Repair	SY			\$ -
24	Retaining Walls	LF			\$ -
25	Relocated Existing Dead End Sign	EA	0	\$ 600.00	\$ -
26	End of Road Markers	EA	2	\$ 500.00	\$ 1,000.00
27	Street Lights	EA	2	\$ 1,000.00	\$ 2,000.00
28	Street Signs	EA	3	\$ 500.00	\$ 1,500.00
29	Xcel Service	LS	1	\$ 29,307.00	\$ 29,307.00
30	Centurylink Service	LS	1	\$ 5,000.00	\$ 5,000.00
31	Charter Service	LS	1	\$ 5,000.00	\$ 5,000.00
					\$ -
					\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>C2</b>	<b>BRIDGES</b>				
					\$ -
1	Box Culvert Pre-Cast	LS			\$ -
2	Box Culvert Cast-in-Place	LS			\$ -
3	Wingwalls	LS			\$ -
4	Parapet Wall	LS			\$ -
5	Railing (handrail, guardrail)	LS			\$ -
					\$ -
					\$ -
	<b>Subtotal Part C - Streets and Bridges</b>				<b>\$ 190,888.00</b>
<b>D1</b>	<b>EARTHWORK</b>				
1	Mobilization	LS	1	\$ 1,000.00	\$ 1,000.00
2	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
3	Unclassified Excavation	CY	1100	\$ 3.50	\$ 3,850.00
4	Unclassified Embankment	CY	3300	\$ 2.50	\$ 8,250.00
5	Dry Utility Trenching	LF	1177	\$ 4.50	\$ 5,296.50
<b>D2</b>	<b>REMOVALS AND RESETTING</b>				
1	Removal of Asphalt	SY			\$ -
2	Removal of Miscellaneous Concrete	SY			\$ -
3	Remove Curb and Gutter	LF			\$ -
4	Removal of Culverts	LF			\$ -
5	Remove Structures	EA			\$ -
6	Remove Signs	EA			\$ -
7	Remove & Replace Street Lights	EA	0		\$ -
8	Adjust Manhole	EA	0		\$ -
9	Adjust Valvebox	EA			\$ -
10	Relocate or Adjust Utilities	LS			\$ -

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>D3 EROSION CONTROL, SEEDING, AND SOIL RETENTION</b>					
1	Erosion Control	LS	1	\$ 1,000.00	\$ 1,000.00
2	Seeding (Native)	SY or AC			\$ -
3	Water Quality Pond Sod	SF			\$ -
4	Hydraulic Seed and Mulching	SY or AC			\$ -
5	Soil Retention Blanket	SY			\$ -
6	Silt Fence	LF			\$ -
7	Straw Waddles	LF			\$ -
8	Temporary Berms	LF	1200	\$ 1.00	\$ 1,200.00
9	Inlet Protection	EA	10	\$ 200.00	\$ 2,000.00
10	Sediment Trap/Basin	EA			\$ -
11	Monthly Maintenance/Inspection	Month			\$ -
12	Watering (Dust Control)	AC or LS	1	\$ 1,500.00	\$ 1,500.00
13	Temporary Irrigation				\$ -
<b>D4 STORM DRAINAGE FACILITIES</b>					
1	Finish Grading (incl. Channels, Swales, and Ponds)	CY			\$ -
2	12" Storm Drain Pipe	LF	350	\$ 25.00	\$ 8,750.00
3	18" Storm Drain Pipe	LF	657	\$ 28.00	\$ 18,396.00
4	24" Storm Drain Pipe	LF	565	\$ 40.00	\$ 22,600.00
5	36" Storm Drain Pipe	LF	531	\$ 70.00	\$ 37,170.00
6	48" Storm Drain Pipe	LF			\$ -
7	24" Flared End Section	EA	1	\$ 900.00	\$ 900.00
8	" Flared End Section	EA			\$ -
9	48" Storm Drain Manhole	EA	5	\$ 2,500.00	\$ 12,500.00
10	60" Storm Drain Manhole	EA	7	\$ 3,500.00	\$ 24,500.00
11	72" Storm Drain Manhole	EA			\$ -
12	Water Quality Outlet Structure	EA	1	\$ 4,000.00	\$ 4,000.00
13	Connection to Existing MH	EA			\$ -
14	Single Curb Opening Storm Drain Inlet	EA	8	\$ 2,000.00	\$ 16,000.00
15	Double Curb Opening Storm Drain Inlet	EA	1	\$ 3,000.00	\$ 3,000.00
16	Area Storm Drain Inlet	EA	1	\$ 2,000.00	\$ 2,000.00
17	Detention Area Outlet structure	EA			\$ -
18	Rip-Rap D <sub>50</sub> = 9"	CY	17	\$ 65.00	\$ 1,105.00
19	Sidewalk Trough Drain	EA			\$ -
20	Pump Systems including Electrical	LS			\$ -
<b>Subtotal Part D - Grading and Drainage</b>					<b>\$ 180,017.50</b>

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>E1</b>	<b>IRRIGATION</b>				
1	Connect to Existing Pipe	LS			\$ -
2	" Irrigation Pipe	LF			\$ -
3	" Irrigation Pipe	LF			\$ -
4	Fittings and Valves	LS			\$ -
5	Services	EA			\$ -
6	Pump System and Concrete Vault	LS			\$ -
7	Irrigation Structure	EA			\$ -
8	Vacuum Relief and/or Air Release Valve	EA			\$ -
<b>E2</b>	<b>LANDSCAPING</b>				
1	Design/Architecture	LS			\$ -
2	Earthwork	CY			\$ -
3	Turf Treatment	SF	7000	\$ 0.75	\$ 5,250.00
4	Plant Material & Planting	LS	1	\$ 4,000.00	\$ 4,000.00
5	Irrigation System	LS	1	\$ 1,000.00	\$ 1,000.00
6	Curbing	LF			\$ -
7	Retaining Walls & Structures	LS			\$ -
8	1 Year Maintenance Agmnt.	LS	1	\$ 1,000.00	\$ 1,000.00
9	Topsoil	CY	100	\$ 10.00	\$ 1,000.00
					\$ -
					\$ -
<b>Subtotal Part E - Landscaping and Irrigation</b>					<b>\$ 12,250.00</b>
<b>Subtotal Construction Costs</b>					<b>\$ 472,555.50</b>



**DISBURSEMENT AGREEMENT**

**(Improvements Guarantee)**

**Planning File No. SUB-2013-248**

**DEVELOPER: Habitat for Humanity of Mesa County**

**BANK: Alpine Bank**

**PROPERTY: Phase II - Hoffman II Subdivision**

**DISBURSEMENT AMOUNT:** For the construction of improvements to the Property in an amount not to exceed \$ **584,078.60** .

This Agreement is entered into by and between **Habitat for Humanity of Mesa County** ("Developer"), **Alpine Bank** ("Bank") and the City of Grand Junction, Colorado ("City").

**RECITALS**

Developer has been required by the City to construct certain improvements to **Phase II - Hoffman II Subdivision** ("Improvements") in accordance with the Zoning and Development Code, Improvements Agreement and subdivision approval.

The Bank has agreed to loan funds to the Developer for construction of the improvements.

The City Engineer has approved an estimate of the costs of the Improvements and that amount or an amount not to exceed \$ **584,078.60** , whichever is greater, shall be referred to as the "Funds."

The parties desire to secure the full and complete performance of the Developer's obligations and to secure that the Funds are disbursed only to pay for the Improvements.

**NOW, THEREFORE, THE PARTIES AGREE:**

1. **BANK PROMISES.** Bank shall dedicate or set aside the Funds on behalf of Developer and for the City's benefit within twenty-four hours of execution of this Disbursement Agreement.

Bank warrants: that the Funds are to be held in trust solely to secure Developer's obligations under the Improvements Agreement; that the Bank shall act as agent of the City in holding the Funds; that the Funds will not be paid out or disbursed to, or on behalf of, the Developer except as set forth in this document and/or as set forth in the Improvements Agreement; and that the Bank may not modify or revoke its obligation to



disburse funds to or on behalf of the Developer or the City. The Bank warrants that the Funds are and will be available exclusively for payment of the costs of satisfactory completion of the Improvements.

2. **DISBURSEMENT PROCEDURES.** The Funds shall be advanced for payment of costs incurred for the construction of Improvements on the Property in accordance with the Improvements List/Detail attached to the Improvements Agreement, the terms of which are incorporated by this reference. All disbursements must comply with the following procedures:

a) **Request for Advance.** Developer shall deliver to the Bank a written request for the disbursement of funds on forms acceptable to the Bank. Such requests shall be signed by Developer, Developer's General Contractor, Project Engineer and Architect, if applicable, and the City Engineer. By signing the request for disbursement the Developer is certifying: that all costs for which the advance is being requested have been incurred in connection with the construction of the Improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the Improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans. Attached hereto is the list of those individuals, and their respective signatures, required to sign the above described request(s) for disbursement of funds.

(b) **Documentation, Waivers and Checks.** Each request for disbursement of funds shall be accompanied by: (i) one original and one copy of each invoice to be paid; (ii) checks drawn on Developer's construction loan account with the Bank, made payable to the payee(s) and for the amount of each invoice presented for payment; (iii) lien waivers in a form approved by the Bank prepared for signature by each payee; and (iv) postage paid envelopes addressed to each payee for the mailing of checks presented to the Bank.

The Bank shall verify its receipt of all lien waivers relating to any prior disbursements, which lien waivers shall be properly executed and contain no alterations or modifications from those lien waivers that have been previously presented to the Bank.

Upon approval by Developer, the Project Engineer and the Bank of the invoices being presented to the Bank, the Bank shall advance funds into the checking account designated for the payment of the invoices and mail the checks to the payee(s) in the envelopes presented to the Bank, together with lien waivers and copies of supporting invoices.

Under no circumstances shall the Bank make a disbursement for the payment of an invoice if it in good faith believes that: (i) the work has not been completed; (ii) the work has not been completed in a workmanlike manner; (iii) written approval has not been received from the Project Engineer; or (iv) any lien waiver has been altered or modified or has not been returned to the Bank.

(c) **Default.** Upon default of the Developer on any obligation to the Bank or under the Improvements Agreement, the Bank shall disburse no funds to, or at the direction of, the Developer except to the City under the terms of the Improvements Agreement. The Bank shall immediately notify the City, in writing, of any event of default or event of default as provided for in the Improvements Agreement and/or as provided herein.

(d) **Disbursement to City.** In the event the Improvements are not satisfactorily and timely constructed, or upon any default or event of default, the City Engineer shall notify the Bank to immediately cease disbursement of funds to the Developer and disburse the full amount of the remaining undisbursed funds to the City. Upon such notice, the Bank shall promptly honor the demand of the City Engineer to disburse the Funds to the City or a third party or parties designated in writing by the City. Upon final completion and acceptance of the performance required under the Improvements Agreement, the City shall refund to the Bank any funds disbursed, if any, which are not actually expended to pay all costs, expenses and liabilities, including attorney fees, incurred in completing the Improvements.

3. **DEVELOPER CONSENT:** The Developer, **Habitat for Humanity of Mesa County** consents to disbursements and other actions authorized and provided for by the terms of this Agreement and/or the Improvements Agreement.

4. **LIABILITY FOR LOSS:** If the Bank fails to disburse funds in accordance with the procedures set forth, and the City suffers loss or damage, the Bank shall be liable to the City for the City's direct and consequential damages and all fees, costs and expenses, including attorney's fees.

5. **BINDING EFFECT:** This Agreement shall be binding on the heirs, successors, receivers and assigns of all parties and shall terminate when the City has accepted the Improvements and has recorded a release of the Improvements Agreement.

6. **IMMUNITY:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable state law.

Dated:

By (Bank):

Address:

225 N 5th Street  
Grand Junction, CO 81501

  
\_\_\_\_\_  
Banker's Signature

Banker's Name and title: Aaron Miller, President

By (Developer):

Address:

200 Grand Avenue  
Suite 101L  
Grand Junction, CO 81501

  
\_\_\_\_\_  
Developer's Signature

Developer's Name and title:

JANET L. BRISK, Executive  
Director

By (City of Grand Junction):

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Planning Division

Pursuant to the terms of the foregoing Disbursement Agreement (Improvements Guarantee) by and between **Habitat for Humanity of Mesa County** Developer, **Alpine Bank** as Bank and the City of Grand Junction, the following are the individuals authorized to sign written requests for the disbursement of the Funds:

**Developer:**

Name:

*Jawet L. Brink*

*Jawet L. Brink*  
\_\_\_\_\_  
Signature

Name:

*Beverly J. Salazar*

*Beverly J. Salazar*  
\_\_\_\_\_  
Signature

Name:

*W. B. Phillips*

*W. B. Phillips*  
\_\_\_\_\_  
Signature

**Developer's General Contractor:**

Name:

Sorter Construction

*William R. Ogle*  
\_\_\_\_\_  
Signature

**Developer's Project Engineer:**

Name:

Austin Civil Group, Inc.

*[Signature]*  
\_\_\_\_\_  
Signature

**Developer's Architect:**

Name:

\_\_\_\_\_  
Signature

**City Development Engineer:**

Name:

*[Signature]*  
\_\_\_\_\_  
Signature

**RECORDING MEMORANDUM**

**Exhibit D**

City of Grand Junction

Planning Division

File Number: **SUB-2013-248**

This memorandum relates to and confirms that certain Development Improvements Agreement and/or Maintenance Guarantee concerning land in Mesa County, Colorado is by and between **Habitat for Humanity of Mesa County** (Developer) and the City of Grand Junction (City) pertaining to **Phase II - Hoffman II Subdivision** (Project), located at **3043 D Road**

The Developer of the Project was required by law to install and construct certain public and private improvements, the completion of which was guaranteed by a Development Improvements Agreement and/or Maintenance Guarantee. The Project is required to be constructed in accordance with the approval by the City pursuant to and in accordance with the Zoning and Development Code all as more fully detailed and described in City of Grand Junction development file number **SUB-2013-248**

The Developer and the City of Grand Junction by and through the signatures of the undersigned have determined and agreed to the type, quality and amount of improvements required and/or necessitated by the approval of the Project and that the improvements are guaranteed by and through the Development Improvements Agreement and /or Maintenance Guarantee. Furthermore, the Developer and the City agree that the Development Improvements Agreement and/or Maintenance Guarantee are contractual in nature and that the obligations under the Development Improvements Agreement and/or Maintenance Guarantee shall not be assigned except as provided in the agreement(s).

By virtue of this notice being recorded in the land records of the Mesa County Clerk and Recorder, subsequent owners and/or those that claim by, through or under the Developer are on notice of the Developer's obligations under the agreement(s).

NOW THEREFORE, the Developer and an official of the City of Grand Junction, both possessing and representing by their signatures that they possess sufficient authority, do hereby memorialize the relative, rights and obligations contained in the Development Improvement Agreement and/or Maintenance Guarantee herein characterized.

**DEVELOPER:**

By: *Janet L. Brink*

Date: 11-5-13

Type Name:

*JANET L. BRINK*

**CITY OF GRAND JUNCTION:**

In accordance with the above, I hereby certify that the Development Improvement Agreement and/or Maintenance Guarantee are made of record by this memorandum and that the same may be inspected and/or copied at the City of Grand Junction, Planning Division, 250 North 5<sup>th</sup> Street, Grand Junction Colorado.

*Asa Cox*

Date: 11-12-2013

Planning Division

# Recording Fee

<b>Date</b>	November 19, 2013
<b>Plan File No.</b>	SUB-2013-248
<b>Project Name</b>	Habitat for Humanity of Mesa County
<b>Project Location</b>	3043 D Road
<b>Purpose of DIA</b>	Public & Private
<b>Payee Name</b>	Habitat for Humanity of Mesa County
<b>Payee Mailing Address</b>	200 Grand Avenue, Suite 101L
<b>Payee City, State Zip Code</b>	Grand Junction, CO 81502
<b>Payee Telephone No.</b>	255-9850
<b>DIA Completion Date</b>	May 30, 2014
<b>Project Planner</b>	Scott Peterson
<b>Project Engineer</b>	Rick Dorris

## ACCOUNTING INFORMATION

	AMOUNT	DATE	REFERENCE (Cash or Check)
<b>RECORDING FEE COLLECTED</b>	\$ 22.00	11/07/13	Check #18350
<b>RECORDING FEE FOR RECORDING RECORDING MEMORANDUM</b>	\$ 11.00	11/19/13	
<b>RECORDING FEE FOR RECORDING RELEASE OF RECORDING MEMORANDUM</b>	\$ -		
<b>BALANCE</b>	\$ 11.00		

<b>Mesa County Clerk Escrow</b>
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**REQUEST FOR DISBURSEMENT AND**  
**APPLICATION FOR PAYMENT NUMBER:**

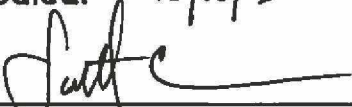
Request to Disbursing Entity: **Alpine Bank**  
Payment to Owner: **Habitat for Humanity of Mesa County**  
for work at **Phase II - Hoffman II Subdivision**  
accomplished through **Dec 1, 2013** by **Sorter Construction**  
(subcontractor) as follows or on the Itemized list.

SUBCONTRACTOR'S Certification: **Sorter Construction** (subcontractor)  
certifies that all progress payments received from OWNERS on account of Work done under the work agreement between the undersigned and the owner, which work is referred to above or Itemized in Exhibit 1, have been applied to discharge in full all obligations of the undersigned subcontractor incurred in connection with the Work covered by the Application For Payment Number **#1** inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated: **12-18-13**  
  
\_\_\_\_\_  
Subcontractor: **Sorter Construction**

Per paragraph 2(a) of the disbursement agreement for **Phase II - Hoffman II Subdivision** (Project), the signatures below certify that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements of the property, that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER/MANAGER'S RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated: **12/16/13**  
  
\_\_\_\_\_  
Project Engineer/Manager **Scott Sorensen**  
Title: **Civil Engineer**

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

**Dated:**

Rob Davis 12-18-13

**City Development Engineer**

**Title:**

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

**Dated:** 12-18-13

Habitat for Humanity Mesa County Janet F. Bue

**Company/Signature Name:** Janet L. Bue

**Title:** Executive Director

By signing below, Developer certified that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that no funds are being requested for work not completed, nor for material not installed and that this Request for Disbursement includes the following information:

1. A spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA, which spreadsheet is attached as Exhibit 2.

2. A copy of the Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns, which Log and Authorization is attached as Exhibit 3.

**Dated:** 12-18-13

Janet F. Bue

**Developer:** Habitat for Humanity, Mesa

**Title:** Executive Director



## EXHIBIT 2

## PHASE II - HOFFMAN II SUBDIVISION - IMPROVEMENT STATUS

DATE: 12-16-13

DEVELOPMENT NAME: PHASE II - HOFFMAN II SUBDIVISION

LOCATION: 3043 D Road

PRINTED NAME OF PERSON PREPARING: Austin Civil Group, Inc.

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price	Payment Status
<b>A. SANITARY SEWER</b>						
1	8" PVC Sanitary Sewer Mair	LF	780	\$ 25.00	\$ 19,500.00	WNC
2	6" PVC Sanitary Sewer Mair	LF	0		\$ -	
3	" PVC Sanitary Sewer Main	LF			\$ -	
4	Sewer services	EA	22	\$ 700.00	\$ 15,400.00	WNC
5	Sanitary Sewer Manhole	EA	5	\$ 2,500.00	\$ 12,500.00	WNC
6	Sanitary Sewer Drop Manhole	EA			\$ -	
7	Connection to 15" Interceptor	EA	1	\$ 1,500.00	\$ 1,500.00	WNC
8	Concrete Encasement	LF	20	\$ 20.00	\$ 400.00	WNC
	<b>Subtotal Part A Sanitary Sewer</b>				<b>\$ 49,300.00</b>	
<b>B. DOMESTIC WATER</b>						
1	8" PVC Water Main	LF	840	\$ 21.00	\$ 17,640.00	WNC
2	6" PVC Water Main	LF	13	\$ 20.00	\$ 260.00	WNC
3	" PVC Water Main	LF			\$ -	
4	8" Gatevalve	EA	5	\$ 1,200.00	\$ 6,000.00	WNC
5	6" Gatevalve	EA	1	\$ 1,200.00	\$ 1,200.00	WNC
6	" Gatevalve	EA			\$ -	
7	Water Services	EA or LF	20	\$ 400.00	\$ 8,000.00	WNC
8	Connect to Existing Water Line	EA	1	\$ 1,000.00	\$ 1,000.00	WNC
9	Fire Hydrant	EA	1	\$ 4,000.00	\$ 4,000.00	WNC
10	Utility Adjustments	EA			\$ -	
11	Blowoff/Clean/Chlorinate	EA	2	\$ 1,000.00	\$ 2,000.00	WNC
					\$ -	
					\$ -	
					\$ -	
	<b>Subtotal Part B - Domestic Water</b>				<b>\$ 40,100.00</b>	
<b>C1 STREETS</b>						
1	4" PVC Utility/Irrigation sleeves	LF	100	\$ 9.00	\$ 900.00	WNC
2	" PVC Utility/Irrigation sleeves	LF			\$ -	
3	Reconditioning	SY	4062	\$ 2.00	\$ 8,124.00	WNC
4	Aggregate Base Course (Class 3)	TN			\$ -	
5	Aggregate Base Course (Class 6) (10" Compacted Thickness)	SY	3261	\$ 10.00	\$ 32,610.00	WNC
6	Aggregate Base Course (Class 6) (6" Compacted Thickness)	SY	1176	\$ 7.00	\$ 8,232.00	WNC
7	Hot Bituminous Paving, Grading SX (4" thick)	SY	2280	\$ 25.00	\$ 57,000.00	WNC
8	Hot Bituminous Paving, Grading ( " thick)	SY			\$ -	
9	Hot Bituminous Paving, Patching ( " Thick)	SY			\$ -	
10	Geotextile	SY			\$ -	
11	Concrete Curb ( " Wide by " High)	LF			\$ -	
12	Concrete Curb and Gutter (2' wide)	LF	1125	\$ 12.00	\$ 13,500.00	WNC

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price	Payment Status
13	Concrete Curb and Gutter (1.5' wide)	LF			\$ -	
14	Monolithic, Vertical Curb, Gutter and Sidewalk (6.5' Wide)	LF	0	\$ 19.00	\$ -	
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	975	\$ 22.00	\$ 21,450.00	WNC
16	6-ft Wide Gravel Shoulder (6" thk.)	SY	0	\$ 10.00	\$ -	
17	Concrete Gutter and Driveway Section (___" Thick)	SY			\$ -	
18	Concrete Drainage Pan (6' wide, 8" thk.)	LF	28	\$ 65.00	\$ 1,820.00	WNC
19	Concrete Corner Fillet	SY	33	\$ 65.00	\$ 2,145.00	WNC
20	Concrete Curb Ramp	EA	2	\$ 650.00	\$ 1,300.00	WNC
21	Complete Concrete Corner	SY			\$ -	
22	Concrete Driveway (___" Thick)	SY			\$ -	
23	Driveway/Concrete Repair	SY			\$ -	
24	Retaining Walls	LF			\$ -	
25	Relocated Existing Dead End Sign	EA	0	\$ 600.00	\$ -	
26	End of Road Markers	EA	2	\$ 500.00	\$ 1,000.00	WNC
27	Street Lights	EA	2	\$ 1,000.00	\$ 2,000.00	WNC
28	Street Signs	EA	3	\$ 500.00	\$ 1,500.00	WNC
29	Xcel Service	LS	1	\$ 29,307.00	\$ 29,307.00	WNC
30	Centurylink Service	LS	1	\$ 5,000.00	\$ 5,000.00	WNC
31	Charter Service	LS	1	\$ 5,000.00	\$ 5,000.00	WNC
					\$ -	
					\$ -	
<b>C2</b>	<b>BRIDGES</b>					
					\$ -	
1	Box Culvert Pre-Cast	LS			\$ -	
2	Box Culvert Cast-in-Place	LS			\$ -	
3	Wingwalls	LS			\$ -	
4	Parapet Wall	LS			\$ -	
5	Railing (handrail, guardrail)	LS			\$ -	
					\$ -	
					\$ -	
	<b>Subtotal Part C - Streets and Bridges</b>				<b>\$ 190,888.00</b>	
<b>D1</b>	<b>EARTHWORK</b>					
1	Mobilization	LS	1	\$ 1,000.00	\$ 1,000.00	CRP
2	Cleaning and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	CRP
3	Unclassified Excavator	CY	1100	\$ 3.50	\$ 3,850.00	CRP
4	Unclassified Embankment	CY	3300	\$ 2.50	\$ 8,250.00	CRP
5	Dry Utility Trenching	LF	1177	\$ 4.50	\$ 5,296.50	WNC
<b>D2</b>	<b>REMOVALS AND RESETTING</b>					
1	Removal of Asphalt	SY			\$ -	
2	Removal of Miscellaneous Concrete	SY			\$ -	
3	Remove Curb and Gutter	LF			\$ -	
4	Removal of Culverts	LF			\$ -	
5	Remove Structures	EA			\$ -	
6	Remove Signs	EA			\$ -	
7	Remove & Replace Street Lights	EA	0		\$ -	
8	Adjust Manhole	EA	0		\$ -	
9	Adjust Valvebox	EA			\$ -	
10	Relocate or Adjust Utilities	LS			\$ -	
<b>D3</b>	<b>EROSION CONTROL, SEEDING, AND SOIL RETENTION</b>					
1	Erosion Control	LS	1	\$ 1,000.00	\$ 1,000.00	CRP
2	Seeding (Native)	SY or AC			\$ -	

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price	Payment Status
3	Water Quality Pond Sod	SF			\$ -	
4	Hydraulic Seed and Mulching	SY or AC			\$ -	
5	Soil Retention Blanket	SY			\$ -	
6	Silt Fence	LF			\$ -	
7	Straw Waddles	LF			\$ -	
8	Temporary Berms	LF	1200	\$ 1.00	\$ 1,200.00	CRP
9	Inlet Protection	EA	10	\$ 200.00	\$ 2,000.00	CRP
10	Sediment Trap/Basir	EA			\$ -	
11	Monthly Maintenance/Inspector	Month			\$ -	
12	Watering (Dust Control)	AC or LS	1	\$ 1,500.00	\$ 1,500.00	CRP
13	Temporary Irrigator				\$ -	
<b>D4 STORM DRAINAGE FACILITIES</b>						
1	Finish Grading (incl Channels, Swales, and Ponds)	CY			\$ -	
2	12" Storm Drain Pipe	LF	350	\$ 25.00	\$ 8,750.00	WNC
3	18" Storm Drain Pipe	LF	657	\$ 28.00	\$ 18,396.00	WNC
4	24" Storm Drain Pipe	LF	565	\$ 40.00	\$ 22,600.00	WNC
5	36" Storm Drain Pipe	LF	531	\$ 70.00	\$ 37,170.00	WNC
6	48" Storm Drain Pipe	LF			\$ -	
7	24" Flared End Section	EA	1	\$ 900.00	\$ 900.00	WNC
8	" Flared End Section	EA			\$ -	
9	48" Storm Drain Manhole	EA	5	\$ 2,500.00	\$ 12,500.00	WNC
10	60" Storm Drain Manhole	EA	7	\$ 3,500.00	\$ 24,500.00	WNC
11	72" Storm Drain Manhole	EA			\$ -	
12	Water Quality Outlet Structure	EA	1	\$ 4,000.00	\$ 4,000.00	WNC
13	Connection to Existing MH	EA			\$ -	
14	Single Curb Opening Storm Drain Inlet	EA	8	\$ 2,000.00	\$ 16,000.00	WNC
15	Double Curb Opening Storm Drain Inlet	EA	1	\$ 3,000.00	\$ 3,000.00	WNC
16	Area Storm Drain Inlet	EA	1	\$ 2,000.00	\$ 2,000.00	WNC
17	Detention Area Outlet structure	EA			\$ -	
18	Rip-Rap D <sub>50</sub> = 9"	CY	17	\$ 65.00	\$ 1,105.00	WNC
19	Sidewalk Trough Drain	EA			\$ -	
20	Pump Systems including Electrical	LS			\$ -	
<b>Subtotal Part D - Grading and Drainage</b>					<b>\$ 180,017.50</b>	
<b>E1 IRRIGATION</b>						
1	Connect to Existing Pipe	LS			\$ -	
2	" Irrigation Pipe	LF			\$ -	
3	" Irrigation Pipe	LF			\$ -	
4	Fittings and Valves	LS			\$ -	
5	Services	EA			\$ -	
6	Pump System and Concrete Vault	LS			\$ -	
7	Irrigation Structure	EA			\$ -	
8	Vacuum Relief and/or Air Release Valve	EA			\$ -	
<b>E2 LANDSCAPING</b>						
1	Design/Architecture	LS			\$ -	
2	Earthwork	CY			\$ -	
3	Turf Treatment	SF	7000	\$ 0.75	\$ 5,250.00	WNC
4	Plant Material & Planting	LS	1	\$ 4,000.00	\$ 4,000.00	WNC
5	Irrigation System	LS	1	\$ 1,000.00	\$ 1,000.00	WNC
6	Curbing	LF			\$ -	



**Sorter Construction, Inc.**

2802 Highway 50  
Grand Junction, CO 81503

# INVOICE

Invoice Number: 4488  
Invoice Date: Dec 11, 2013  
Page: 1

Voice: 970-242-1436  
Fax: 970-242-9040

<b>Bill To:</b>
Habitat for Humanity 225 North Fifth Street Grand Junction, CO 81501

<b>Ship to:</b>
Hoffman Subdivision Phase II

Customer ID	Customer PO	Payment Terms	
Habitat		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		1/10/14

Quantity	Item	Description	Unit Price	Amount
1.00		Please see pay application #1 for the Hoffman Subdivision (Phase II)	20,500.00	20,500.00
			LESS 10% RETAINAGE	2,050 <sup>00</sup>

Subtotal	-20,500.00
Sales Tax	
Total Invoice Amount	-20,500.00
Payment/Credit Applied	
<b>TOTAL</b>	-20,500.00

Check/Credit Memo No:

18,450<sup>00</sup>

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

1

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 1

Contractor's signed certification is attached.

APPLICATION DATE: 12/11/13

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 12/01/13

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: Hoffman Sub. Phase II

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Clear & Grub	\$5,000.00		\$5,000.00		\$5,000.00	100.00%		\$500.00
2	Dirt Work	\$24,000.00		\$10,000.00		\$10,000.00	41.67%	\$14,000.00	\$1,000.00
3	Sanitary Sewer	\$55,000.00		\$0.00		\$0.00	0.00%	\$55,000.00	\$0.00
4	Domestic Water	\$70,000.00		\$0.00		\$0.00	0.00%	\$70,000.00	\$0.00
5	Storm Water	\$192,000.00		\$0.00		\$0.00	0.00%	\$192,000.00	\$0.00
6	Subgrade Pred/Road Base	\$35,000.00		\$0.00		\$0.00	0.00%	\$35,000.00	\$0.00
7	Concrete	\$36,000.00		\$0.00		\$0.00	0.00%	\$36,000.00	\$0.00
8	Asphalt	\$50,000.00		\$0.00		\$0.00	0.00%	\$50,000.00	\$0.00
9	Surveying	\$11,000.00		\$2,000.00		\$2,000.00	18.18%	\$9,000.00	\$200.00
10	Storm Water Management	\$5,000.00		\$2,500.00		\$2,500.00	50.00%	\$2,500.00	\$250.00
11	Mobilization	\$10,000.00		\$1,000.00		\$1,000.00	10.00%	\$9,000.00	\$100.00
12									
13									
<b>GRAND TOTALS</b>		\$493,000.00	\$0.00	\$20,500.00	\$0.00	\$20,500.00	4.16%	\$472,500.00	\$2,050.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

## DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

**PROJECT:** Hoffman II Sub  
**DEVELOPER:** Habitat for Human  
**ESCROW AGENCY:** Alpine Bank

**Construction Costs:** \$486,732.17  
**20% City Security:** \$97,346.43  
**Total DIA Amount:** \$584,078.60

**DIA NOT RECORDED:**  
**DIA RECORDED:**

Book - \_\_\_\_\_  
 Page - \_\_\_\_\_

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
<b>Original Construction Cost Estimates By Category</b>								
20-Aug-13	rad	\$49,300.00	\$40,100.00	\$190,888.00	\$180,017.50	\$12,250.00	\$14,176.67	\$486,732.17
<b>Disbursements</b>								
16-Dec-13	rad				\$16,650.00		\$1,800.00	\$18,450.00
14-Feb-14	rad	\$29,700.00			\$86,400.00		\$3,150.00	\$119,250.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
<b>Total Disbursed</b>		\$29,700.00	\$0.00	\$0.00	\$103,050.00	\$0.00	\$4,950.00	\$137,700.00
<b>Remaining Disbursable Balance</b>		\$19,600.00	\$40,100.00	\$190,888.00	\$76,967.50	\$12,250.00	\$9,226.67	\$349,032.17


The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$137,700.00, including all previous payments, to the Developer for work completed on the Project.

Signature: 

Date: 2-14-14

Name: Rick Dorris

Title: Development Engineer

**REQUEST FOR DISBURSEMENT AND  
APPLICATION FOR PAYMENT NUMBER: **

Request to Disbursing Entity: **Alpine Bank**  
Payment to Owner: **Habitat for Humanity of Mesa County**  
for work at **Phase II - Hoffman II Subdivision**  
accomplished through **Feb 1, 2014** by **Sorter Construction**  
(subcontractor) as follows or on the itemized list.

SUBCONTRACTOR'S Certification: **Sorter Construction** (subcontractor)  
certifies that all progress payments received from OWNERS on account of Work done under the work agreement between the undersigned and the owner, which work is referred to above or itemized in Exhibit 1, have been applied to discharge in full all obligations of the undersigned subcontractor incurred in connection with the Work covered by the Application For Payment Number **#2** inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated: 2/12/14  
William R. Ogle  
Subcontractor: **Sorter Construction**

Per paragraph 2(a) of the disbursement agreement for **Phase II - Hoffman II Subdivision** (Project), the signatures below certify that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements of the Property, that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the Improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER/MANAGER'S RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated: 2/5/14  
Scott Sorensen  
Project Engineer/Manager **Scott Sorensen**  
Title: **Civil Engineer**



CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated:

*Rob Davis* 2-14-14

City Development Engineer

Title:

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated: 02-12-2014

HABITAT of Humanity of Mesa County

Company/Signature Name: JANET L. BRINK

Title: EXECUTIVE DIRECTOR

By signing below, Developer certified that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that no funds are being requested for work not completed, nor for material not installed and that this Request for Disbursement includes the following information:

1. A spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA, which spreadsheet is attached as Exhibit 2.

2. A copy of the Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns, which Log and Authorization is attached as Exhibit 3.

Dated: 02-12-2014

*Janet L. Brink*  
Developer: HABITAT FOR HUMANITY OF MESA COUNTY

Title: EXECUTIVE DIRECTOR

**Sorter Construction, Inc.**  
 2802 Highway 50  
 Grand Junction, CO 81503

# INVOICE

Invoice Number: 4501  
 Invoice Date: Feb 3, 2014  
 Page: 1

Voice: 970-242-1436  
 Fax: 970-242-9040

*Duplicate*

<b>Bill To:</b>
Habitat for Humanity 200 Grand Avenue, #101L Grand Junction, CO 81501

<b>Ship to:</b>
Hoffman Subdivision Phase II Grand Junction, CO 81501

Customer ID	Customer PO	Payment Terms	
Habitat		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		3/5/14

Quantity	Item	Description	Unit Price	Amount
1.00		Please see pay application #2 for the Hoffman Sub., Phase II	132,500.00	132,500.00
			LESS 10% RETAINAGE	<13,250.00>

Subtotal	132,500.00
Sales Tax	
Total Invoice Amount	132,500.00
Payment/Credit Applied	
<b>TOTAL</b>	<del>132,500.00</del>

Check/Credit Memo No:

# 119,250.00

Overdue invoices are subject to finance charges at the rate of 2% a month.

**EXHIBIT 2**

**PHASE II - HOFFMAN II SUBDIVISION - IMPROVEMENT STATUS**

DATE: 2-1-14  
 DEVELOPMENT NAME: PHASE II - HOFFMAN II SUBDIVISION  
 LOCATION: 3043 D Road  
 PRINTED NAME OF PERSON PREPARING: Austin Civil Group, Inc.

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price	Payment Status
<b>A. SANITARY SEWER</b>						
1	8" PVC Sanitary Sewer Main	LF	780	\$ 25.00	\$ 19,500.00	CRP
2	6" PVC Sanitary Sewer Main	LF	0		\$ -	
3	" PVC Sanitary Sewer Main	LF			\$ -	
4	Sewer services	EA	22	\$ 700.00	\$ 15,400.00	CRP
5	Sanitary Sewer Manhole	EA	5	\$ 2,500.00	\$ 12,500.00	CRP
6	Sanitary Sewer Drop Manhole	EA			\$ -	
7	Connection to 15" Interceptor	EA	1	\$ 1,500.00	\$ 1,500.00	CRP
8	Concrete Encasement	LF	20	\$ 20.00	\$ 400.00	WNC
<b>Subtotal Part A Sanitary Sewer</b>					<b>\$ 49,300.00</b>	
<b>B. DOMESTIC WATER</b>						
1	8" PVC Water Main	LF	840	\$ 21.00	\$ 17,640.00	WNC
2	6" PVC Water Main	LF	13	\$ 20.00	\$ 260.00	WNC
3	" PVC Water Main	LF			\$ -	
4	8" Gatevalve	EA	5	\$ 1,200.00	\$ 6,000.00	WNC
5	6" Gatevalve	EA	1	\$ 1,200.00	\$ 1,200.00	WNC
6	" Gatevalve	EA			\$ -	
7	Water Services	EA or LF	20	\$ 400.00	\$ 8,000.00	WNC
8	Connect to Existing Water Line	EA	1	\$ 1,000.00	\$ 1,000.00	WNC
9	Fire Hydrant	EA	1	\$ 4,000.00	\$ 4,000.00	WNC
10	Utility Adjustments	EA			\$ -	
11	Blowoff/Clean/Chlorinate	EA	2	\$ 1,000.00	\$ 2,000.00	WNC
					\$ -	
					\$ -	
					\$ -	
<b>Subtotal Part B - Domestic Water</b>					<b>\$ 40,100.00</b>	
<b>C1 STREETS</b>						
1	4" PVC Utility/Irrigation sleeves	LF	100	\$ 9.00	\$ 900.00	WNC
2	" PVC Utility/Irrigation sleeves	LF			\$ -	
3	Reconditioning	SY	4062	\$ 2.00	\$ 8,124.00	WNC
4	Aggregate Base Course (Class 3)	TN			\$ -	
5	Aggregate Base Course (Class 6) (10" Compacted Thickness)	SY	3261	\$ 10.00	\$ 32,610.00	WNC
6	Aggregate Base Course (Class 6) (6" Compacted Thickness)	SY	1176	\$ 7.00	\$ 8,232.00	WNC
7	Hot Bituminous Paving, Grading SX (4" thick)	SY	2280	\$ 25.00	\$ 57,000.00	WNC
8	Hot Bituminous Paving, Grading ( " thick)	SY			\$ -	
9	Hot Bituminous Paving, Patching ( " Thick)	SY			\$ -	
10	Geotextile	SY			\$ -	
11	Concrete Curb ( " Wide by " High)	LF			\$ -	
12	Concrete Curb and Gutter (2' wide)	LF	1125	\$ 12.00	\$ 13,500.00	WNC

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price	Payment Status
13	Concrete Curb and Gutter (1.5' wide)	LF			\$ -	
14	Monolithic, Vertical Curb, Gutter and Sidewalk (6.5' Wide)	LF	0	\$ 19.00	\$ -	
15	Drive Over Curb, Gutter, and Sidewalk (6.5' Wide)	LF	975	\$ 22.00	\$ 21,450.00	WNC
16	6-ft Wide Gravel Shoulder (6" thk.)	SY	0	\$ 10.00	\$ -	
17	Concrete Gutter and Driveway Section (___" Thick)	SY			\$ -	
18	Concrete Drainage Pan (6' wide, 8" thk.)	LF	28	\$ 65.00	\$ 1,820.00	WNC
19	Concrete Corner Fillet	SY	33	\$ 65.00	\$ 2,145.00	WNC
20	Concrete Curb Ramp	EA	2	\$ 650.00	\$ 1,300.00	WNC
21	Complete Concrete Corner	SY			\$ -	
22	Concrete Driveway (___" Thick)	SY			\$ -	
23	Driveway/Concrete Repair	SY			\$ -	
24	Retaining Walls	LF			\$ -	
25	Relocated Existing Dead End Sign	EA	0	\$ 600.00	\$ -	
26	End of Road Markers	EA	2	\$ 500.00	\$ 1,000.00	WNC
27	Street Lights	EA	2	\$ 1,000.00	\$ 2,000.00	WNC
28	Street Signs	EA	3	\$ 500.00	\$ 1,500.00	WNC
29	Xcel Service	LS	1	\$ 29,307.00	\$ 29,307.00	WNC
30	Centurylink Service	LS	1	\$ 5,000.00	\$ 5,000.00	WNC
31	Charter Service	LS	1	\$ 5,000.00	\$ 5,000.00	WNC
					\$ -	
					\$ -	
<b>C2</b>	<b>BRIDGES</b>					
					\$ -	
1	Box Culvert Pre-Cast	LS			\$ -	
2	Box Culvert Cast-in-Place	LS			\$ -	
3	Wingwalls	LS			\$ -	
4	Parapet Wall	LS			\$ -	
5	Railing (handrail, guardrail)	LS			\$ -	
					\$ -	
					\$ -	
	<b>Subtotal Part C - Streets and Bridges</b>				<b>\$ 190,888.00</b>	
<b>D1</b>	<b>EARTHWORK</b>					
1	Mobilization	LS	1	\$ 1,000.00	\$ 1,000.00	CRP
2	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	CRP
3	Unclassified Excavator	CY	1100	\$ 3.50	\$ 3,850.00	CRP
4	Unclassified Embankment	CY	3300	\$ 2.50	\$ 8,250.00	CRP
5	Dry Utility Trenching	LF	1177	\$ 4.50	\$ 5,296.50	WNC
<b>D2</b>	<b>REMOVALS AND RESETTING</b>					
1	Removal of Asphalt	SY			\$ -	
2	Removal of Miscellaneous Concrete	SY			\$ -	
3	Remove Curb and Gutter	LF			\$ -	
4	Removal of Culverts	LF			\$ -	
5	Remove Structures	EA			\$ -	
6	Remove Signs	EA			\$ -	
7	Remove & Replace Street Lights	EA	0		\$ -	
8	Adjust Manhole	EA	0		\$ -	
9	Adjust Valvebox	EA			\$ -	
10	Relocate or Adjust Utilities	LS			\$ -	
<b>D3</b>	<b>EROSION CONTROL, SEEDING, AND SOIL RETENTION</b>					
1	Erosion Control	LS	1	\$ 1,000.00	\$ 1,000.00	CRP
2	Seeding (Native)	SY or AC			\$ -	

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price	Payment Status
3	Water Quality Pond Sod	SF			\$ -	
4	Hydraulic Seed and Mulching	SY or AC			\$ -	
5	Soil Retention Blanket	SY			\$ -	
6	Silt Fence	LF			\$ -	
7	Straw Waddles	LF			\$ -	
8	Temporary Berms	LF	1200	\$ 1.00	\$ 1,200.00	CRP
9	Inlet Protection	EA	10	\$ 200.00	\$ 2,000.00	CRP
10	Sediment Trap/Basin	EA			\$ -	
11	Monthly Maintenance/Inspection	Month			\$ -	
12	Watering (Dust Control)	AC or LS	1	\$ 1,500.00	\$ 1,500.00	CRP
13	Temporary Irrigator				\$ -	
<b>D4 STORM DRAINAGE FACILITIES</b>						
1	Finish Grading (incl. Channels, Swales, and Ponds)	CY			\$ -	
2	12" Storm Drain Pipe	LF	350	\$ 25.00	\$ 8,750.00	WNC
3	18" Storm Drain Pipe	LF	657	\$ 28.00	\$ 18,396.00	WNC
4	24" Storm Drain Pipe	LF	565	\$ 40.00	\$ 22,600.00	CRP
5	36" Storm Drain Pipe	LF	531	\$ 70.00	\$ 37,170.00	CRP
6	48" Storm Drain Pipe	LF			\$ -	
7	24" Flared End Section	EA	1	\$ 900.00	\$ 900.00	WNC
8	" Flared End Section	EA			\$ -	
9	48" Storm Drain Manhole	EA	5	\$ 2,500.00	\$ 12,500.00	WNC
10	60" Storm Drain Manhole	EA	7	\$ 3,500.00	\$ 24,500.00	CRP
11	72" Storm Drain Manhole	EA			\$ -	
12	Water Quality Outlet Structure	EA	1	\$ 4,000.00	\$ 4,000.00	WNC
13	Connection to Existing MH	EA			\$ -	
14	Single Curb Opening Storm Drain Inlet	EA	8	\$ 2,000.00	\$ 16,000.00	WNC
15	Double Curb Opening Storm Drain Inlet	EA	1	\$ 3,000.00	\$ 3,000.00	WNC
16	Area Storm Drain Inlet	EA	1	\$ 2,000.00	\$ 2,000.00	WNC
17	Detention Area Outlet structure	EA			\$ -	
18	Rip-Rap D <sub>50</sub> = 9"	CY	17	\$ 65.00	\$ 1,105.00	WNC
19	Sidewalk Trough Drain	EA			\$ -	
20	Pump Systems including Electrical	LS			\$ -	
<b>Subtotal Part D - Grading and Drainage</b>					<b>\$ 180,017.50</b>	
<b>E1 IRRIGATION</b>						
1	Connect to Existing Pipe	LS			\$ -	
2	" Irrigation Pipe	LF			\$ -	
3	" Irrigation Pipe	LF			\$ -	
4	Fittings and Valves	LS			\$ -	
5	Services	EA			\$ -	
6	Pump System and Concrete Vault	LS			\$ -	
7	Irrigation Structure	EA			\$ -	
8	Vacuum Relief and/or Air Release Valve	EA			\$ -	
<b>E2 LANDSCAPING</b>						
1	Design/Architecture	LS			\$ -	
2	Earthwork	CY			\$ -	
3	Turf Treatment	SF	7000	\$ 0.75	\$ 5,250.00	WNC
4	Plant Material & Planting	LS	1	\$ 4,000.00	\$ 4,000.00	WNC
5	Irrigation System	LS	1	\$ 1,000.00	\$ 1,000.00	WNC
6	Curbing	LF			\$ -	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

1

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 02/03/14

PERIOD TO: 01/31/14

ARCHITECT'S PROJECT NO: Hoffman Sub. Phase II

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Clear & Grub	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100.00%		\$500.00
2	Dirt Work	\$24,000.00	\$10,000.00	\$0.00		\$10,000.00	41.67%	\$14,000.00	\$1,000.00
3	Sanitary Sewer	\$55,000.00		\$33,000.00		\$33,000.00	60.00%	\$22,000.00	\$3,300.00
4	Domestic Water	\$70,000.00		\$0.00		\$0.00	0.00%	\$70,000.00	\$0.00
5	Storm Water	\$192,000.00		\$96,000.00		\$96,000.00	50.00%	\$96,000.00	\$9,600.00
6	Subgrade Pred/Road Base	\$35,000.00		\$0.00		\$0.00	0.00%	\$35,000.00	\$0.00
7	Concrete	\$36,000.00		\$0.00		\$0.00	0.00%	\$36,000.00	\$0.00
8	Asphalt	\$50,000.00		\$0.00		\$0.00	0.00%	\$50,000.00	\$0.00
9	Surveying	\$11,000.00	\$2,000.00	\$2,000.00		\$4,000.00	36.36%	\$7,000.00	\$400.00
10	Storm Water Management	\$5,000.00	\$2,500.00	\$0.00		\$2,500.00	50.00%	\$2,500.00	\$250.00
11	Mobilization	\$10,000.00	\$1,000.00	\$1,500.00		\$2,500.00	25.00%	\$7,500.00	\$250.00
12									
13									
<b>GRAND TOTALS</b>		\$493,000.00	\$20,500.00	\$132,500.00	\$0.00	\$153,000.00	31.03%	\$340,000.00	\$15,300.00

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## DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

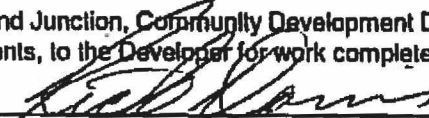
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16-Dec-13	rad				\$16,650.00		\$1,800.00	\$18,450.00
3-FEB-14		\$29,700			\$86,400		\$3,150	119,250 \$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
<b>Total Disbursed</b>		29,700 \$0.00	\$0.00	\$0.00	103,050 \$16,650.00	\$0.00	4,950 \$1,800.00	\$131,700 \$18,450.00
<b>Remaining Disbursable Balance</b>		\$19,600 -\$49,300.00	\$40,100.00	\$190,888.00	\$76,967.50 -\$163,367.50	\$12,250.00	\$9,226.67 -\$12,376.67	\$349,032.17 -\$486,282.17

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$18,450.00, including all previous payments, to the Developer for work completed on the Project.

Signature:   
 Name: Rick Dorris

Date: 12-18-13  
 Title: Development Engineer