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**CITY COUNCIL AGENDA
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET**

MONDAY, AUGUST 17, 2009, 7:00 P.M.

Call to Order

Pledge of Allegiance
Moment of Silence

Proclamation

Proclaiming August 31, 2009 as "Total Force Recognition Day" in the City of Grand Junction

Certificates of Appointment

To the Urban Trails Committee

To the Riverfront Commission

Citizen Comments

Council Comments

*** Indicates New, Moved, or Changed Item
® Requires Roll Call Vote

REVISED

***** CONSENT CALENDAR *****

1. **Minutes of Previous Meetings** [Attach 1](#)
Action: Approve the Minutes of the August 3, 2009 Regular Meeting

2. **Vacation of Utility Easement, Located at 2421 Hidden Valley Drive** [File # VE-2009-134] [Attach 2](#)

Request approval to vacate a 15 foot wide utility easement located at 2421 Hidden Valley Drive. The applicants would like to use the property and the easement is not needed.

Resolution No. 62-09—A Resolution Vacating a Utility Easement at 2421 Hidden Valley Drive

®Action: Adopt Resolution No. 62-09

Staff presentation: Judith Rice, Associate Planner

3. **Revocable Permit to Mesa State College for a Buried Conduit Line Across Blichmann Avenue** [File # RVP-2009-160] [Attach 3](#)

Request for a Revocable Permit to allow a utility conduit to cross beneath Blichmann Avenue between 2508 Blichmann Avenue and 2510 Foresight Circle.

Resolution No. 65-09—A Resolution Concerning the Issuance of a Revocable Permit to Mesa State College

*®Action: Adopt Resolution No. 65-09**

Staff presentation: Judith Rice, Associate Planner

4. **Setting a Hearing on the RQ Annexation, Located at 3131 D Road** [File # ANX-2009-144] [Attach 4](#)

Request to annex 20.02 acres, located at 3131 D Road. The RQ Annexation consists of one parcel.

a. Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction

Resolution No. 66-09—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, and Exercising Land Use Control, RQ Annexation, Located at 3131 D Road

®Action: *Adopt Resolution No. 66-09**

b. Setting a Hearing on Proposed Ordinance

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, RQ Annexation, Approximately 20.02 Acres, Located at 3131 D Road

Action: *Introduction of a Proposed Ordinance and Set a Hearing for October 5, 2009*

Staff presentation: Judith Rice, Associate Planner

5. Setting a Hearing on Zoning the Maverik Annexation, Located at 2948 F Road and 603 29 1/2 Road [File #ANX-2009-023] [Attach 5](#)

Request to zone the 2.28 acre Maverik Annexation, located at 2948 F Road and 603 29 ½ Road, to C-1 (Light Commercial) and R-4 (Residential 4 du/ac).

Proposed Ordinance Zoning the Maverik Annexation to C-1 (Light Commercial) and R-4 (Residential 4 Du/Ac), Located at 2948 F Road and 603 29 ½ Road

Action: *Introduction of a Proposed Ordinance and Set a Hearing for August 31, 2009*

Staff presentation: Senta L. Costello, Senior Planner

6. Setting a Hearing on the Strategic Downtown Master Plan, Overlay Zone, 7th Street Historic District PD Zone [File #PLN-2009-179] [Attach 6](#)

The Strategic Downtown Master Plan was developed through a public process involving a steering committee of interested downtown merchants, property owners, and policy makers during 2007-2008. Recognizing that a strong downtown core supports the economic and community development of an entire region, the goal of the plan was to quantify current conditions, identify opportunities, and recommend specific actions for the decision-makers of the

Downtown Partnership and the City of Grand Junction. The primary implementation strategy is through an overlay zone and amending the 7th Street Historic District Planned Development zoning ordinance.

Proposed Ordinance Amending the Zoning and Development Code to add Section 7.7 Strategic Downtown Master Plan Zoning Overlay Design Standards and Guidelines

Proposed Ordinance Amending Ordinance No. 2211 by Adoption of the 7th Street Residential Historic District Zoning Overlay Design Standards and Guidelines, Amending the Zoning and Development Code to Add Section 7.7

Action: Introduction of Proposed Ordinances and Set a Hearing for September 14, 2009

Staff presentation: Heidi Hoffman Ham, DDA Executive Director
Kathy Portner, Neighborhood Services Manager

7. **Petition for Exclusion from the Downtown Grand Junction Business Improvement District from Arvan Jeffrey Leany for Property Located at 337 S. 1st Street** [Attach 7](#)

The Downtown Grand Junction Business Improvement District was formed on August 17, 2005. The ballot question regarding a Special Assessment for said District was approved on November 1, 2005. The City Council then held a hearing on the assessments on December 7, 2005 and there were no objections voiced at the hearing. On August 4, 2009, Mr. Arvan J. Leany filed a letter and the required deposit to initiate consideration of the exclusion of his property from the Downtown Grand Junction Business Improvement District at 337 S. 1st Street (Pufferbelly Restaurant).

Action: Refer to the DGJBID for a Hearing and a Recommendation

Staff presentation: John Shaver, City Attorney
Stephanie Tuin, City Clerk

8. **Airport Improvement Program Stimulus Grant for General Aviation Ramp Reconstruction Project at Grand Junction Regional Airport** [Attach 8](#)

AIP-41 is a \$666,809.00 Stimulus Grant for additional funding of the General Aviation Ramp Reconstruction Project at the east end of the ramp. Total funding for this project with this grant is \$9,980,170.00. The airport is expecting one more grant of approximately \$1,111,000.00 to complete the funding of this

project. The Supplement Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

***Action:** Authorize the Mayor and City Attorney to Sign the Original FAA AIP-41 Grant Documents for General Aviation Ramp Reconstruction at the Grand Junction Regional Airport, and Authorize the City Manager to Sign the Supplemental Co-sponsorship Agreement for AIP-41*

Staff presentation: Rex A. Tippetts, Director of Aviation

9. **Purchase of a Baler for the Recycle Center** [Attach 9](#)

Purchase of an Auto-Tie Baler for Grand Junction Curbside Recycling Indefinitely (GJ CRI) to expand their operation per the terms of a State Grant. The current baler does not have sufficient capacity to handle more volume. An additional baler is needed to process recyclable materials, such as cardboard, newspaper, aluminum, steel cans, office paper, and plastics.

***Action:** Authorize the Purchasing Division to Award a Contract to Action Compaction Equipment of Midvale, UT in the Amount of \$152,022 for the Purchase of an Automatic Baler for Curbside Recycling Indefinitely*

Staff presentation: Greg Trainor, Utilities and Street Systems Director
Darren Starr, Solid Waste and Streets Manager

10. **Great Outdoors Colorado Grant Revised Resolution** [Attach 10](#)

In February of 2009, a Great Outdoors Colorado grant application was submitted for the Melrose Park redevelopment project. The grant was fully funded by the Great Outdoors Colorado Board; however, a new resolution reflecting the change in Mayors is required before the final agreement can be signed.

Resolution No. 67-09—A Resolution Supporting the Agreement Between the City of Grand Junction and the State Board of the Great Outdoors Colorado Trust Fund

***®Action:** Adopt Resolution No. 67-09**

Staff presentation: Rob Schoeber, Parks and Recreation Director

***** END OF CONSENT CALENDAR *****

*** ITEMS NEEDING INDIVIDUAL CONSIDERATION ***

11. **Public Hearing—Approving the Service Plan for the Proposed 29 and D Metropolitan District Nos. 1 and 2 (Mesa State College Foundation), Including an Intergovernmental Agreement** [Attach 11](#)

Adoption of a resolution approving the Service Plan for the formation of two metropolitan districts, the 29 and D Metropolitan District No. 1 and No. 2 (“Districts”), for property owned by the Mesa State College Real Estate Foundation. The Districts are being created for financing public improvements on the land within the Districts.

Resolution No. 68-09—A Resolution Approving the Service Plan and Intergovernmental Agreement for the 29 and D Metropolitan District No. 1 and No. 2

®Action: *Adopt Resolution No. 68-09**

Staff presentation: John Shaver, City Attorney
MaryAnn McGeady, McGeady, Sisneros, P.C.

12. **Public Hearing—Fults Annexation and Zoning, Located at 3066 F Road** [File #ANX-2009-130] [Attach 12](#)

Request to annex and zone 3.72 acres, located at 3066 F Road, to R-4 (Residential – 4 units per acre). The Fults Annexation consists of one parcel.

a. Accepting Petition

Resolution No. 69-09—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Fults Annexation, Located at 3066 F Road is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4371—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Fults Annexation, Approximately 3.72 Acres, Located at 3066 F Road

c. Zoning Ordinance

Ordinance No. 4372—An Ordinance Zoning the Fults Annexation to R-4 (Residential – 4 Units Per Acre), Located at 3066 F Road

®Action: Adopt Resolution No. 69-09 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4371 and 4372*

Staff presentation: Lori V. Bowers, Senior Planner

13. **Public Hearing—The Redlands Vista Planned Development Rezone and Amendment to the Preliminary Development Plan, Located at West Ridges Blvd., School Ridge Rd., and Ridge Circle Drive** [File #PFP-2009-092]

[Attach 13](#)

1) Amend the existing Ordinance for Redlands Vista in the Ridges Preliminary Development Plan (PDP) to increase the density from 3.8 dwelling units per acre to 6.7 dwelling units per acre. The redesign includes private streets. 2) Approval of a resolution to vacate a pedestrian and equestrian easement. 3) Approval of a resolution to reduce the size of a utility, irrigation, and drainage easement.

Ordinance No. 4373—An Ordinance Rezoning and Amending the Preliminary Development Plan for Redlands Vista Planned Development, Lot 1 and Lot 2, Block Twenty-One, the Ridges Filing No. Four, Located at West Ridges Blvd., School Ridge Road, and Ridge Circle Drive

Resolution No. 70-09—A Resolution Vacating a 10-Foot Pedestrian and Equestrian Easement on Lots 1 and 2, the Ridges Filing No. Four, Located Along West Ridges Boulevard and School Ridge Road as Part of the Redlands Vista Planned Development

Resolution No. 71-09—A Resolution Vacating a Portion of a Utility, Irrigation, and Drainage Easement Located on Lot 1, the Ridges Filing No. Four Subdivision, Located Near West Ridges Boulevard as Part of the Redlands Vista Planned Development

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4373 and Adopt Resolution Nos. 70-09 and 71-09**

Staff presentation: Lori V. Bowers, Senior Planner

14. **Public Hearing—Fiesta Guadalajara Rezone, Preliminary Development Plan, and Vacation of Right-of-Way, Located at 710 and 748 North Avenue and 705 and 727 Glenwood Avenue** [File # RZ-2009-037]

[Attach 14](#)

Requests for: 1) zone property located at 710 and 748 North Avenue and 705 and 727 Glenwood Avenue to PD (Planned Development) with default zones of C-1(Light Commercial) and R-8 (Residential 8 du/ac), 2) approval of a Preliminary

Development Plan, and 3) vacation of the west 7.5' of the north/south alley located east of North 7th Street and south of Glenwood Avenue.

Ordinance No. 4374—An Ordinance Rezoning Property Known as the Fiesta Guadalajara Rezone, Located at 710 and 748 North Avenue and 705 and 727 Glenwood Avenue to a PD (Planned Development) Zone

Ordinance No. 4375—An Ordinance Vacating a Portion of North-South Alley Right-of-Way Located East of North 7th Street and South of Glenwood Avenue

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4374 and 4375

Staff presentation: Senta L. Costello, Senior Planner

15. **Public Hearing—Rezoning Property Located Between Ute Avenue and Pitkin Avenue, Between S. 5th and S. 6th Street and Between Ute Avenue and Pitkin Avenue from S. 7th Street, East 230 Feet** [File #RZ-2008-342] [**Attach 15**](#)

A request to rezone property located between Ute Avenue and Pitkin Avenue between S. 5th and S. 6th Street and between Ute Avenue and Pitkin Avenue from S. 7th Street east 230 feet in Block 139, consisting of 2.52 acres more or less, and a portion of Block 137, consisting of 1.45 acres more or less, from C-1 (Light Commercial) to B-2 (Downtown Business) for the purposes of facilitating a new fire station and police building on City owned property.

Ordinance No. 4376—An Ordinance Rezoning Parcels of Land from C-1 (Light Commercial) To B-2 (Downtown Business), Located Between Ute and Pitkin Avenues from S. 5th Street to S. 6th Street and from S. 7th Street East Approximately 230 Feet

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4376

Staff presentation: Brian Rusche, Senior Planner

16. **Public Hearing—Vacating the North/South Alley Between Ute Avenue and Pitkin Avenue, East of South 7th Street and a Portion of the East/West Alley Between South 7th and South 8th Street South of Ute Avenue** [File #VR-2008-342] [Attach 16](#)

Request to vacate the North/South Alley between Ute Avenue and Pitkin Avenue, East of South 7th Street and a portion of the East/West alley between South 7th and South 8th Street South of Ute Avenue within Block 137 of the Original Town Site of Grand Junction for the purposes of consolidating City-owned parcels and the construction of a new Fire Station.

Ordinance No. 4377—An Ordinance Vacating Alley Rights-of-Way Located Between Ute and Pitkin Avenues, East of South 7th Street

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4377

Staff presentation: Brian Rusche, Senior Planner

17. **Public Hearing—The Issuance of Downtown Development Authority (DDA) Tax Increment Revenue Bonds and Pledge the Tax Increment Revenues of the City for Payment of the Bonds – Series 2009** [Attach 17](#)

On April 3, 2007, a majority of qualified voters within the boundaries of the Grand Junction, Colorado Downtown Development Authority (DDA) authorized the City to issue bonds or other indebtedness for the purpose of financing certain capital improvements within the DDA's "Plan of Development" area. The voters also authorized the pledge of tax increment funds for payment of the bonds. The City Council is authorized by the City Charter to authorize the issuance of such tax increment revenue bonds and now desires to cause the bonds to be issued, to authorize and direct the application of the proceeds and to provide security for the payment.

Ordinance No. 4378—An Ordinance Authorizing the Issuance of the City of Grand Junction, Colorado, Downtown Development Authority Tax Increment Revenue Bonds, Series 2009; Pledging the Tax Increment Revenues of the City for the Payment of the Bonds; and Related Matters

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4378

Staff presentation: John Shaver, City Attorney

18. **Public Hearing—Cross Referencing Old Municipal Code Numbering with New Numbering System to Allow the Transition Between the Two Systems**

[Attach 18](#)

Staff has been working on reorganizing and renumbering of the Municipal Code and other reference documents such as the Zoning and Development Code, the various manuals (SSID, TEDS, and SWMM), the various neighborhood and corridor plans and other important previously approved documents in order to have them on the internet for easy public access. At this point, the work is close enough to completion that a transition ordinance is in order to allow any reference to the current Code (soon to be Old Code) to apply to the newly numbered Code (soon to be New Code).

Ordinance No. 4379—An Ordinance Providing for a Cross Reference Between the 1994 Code of Ordinances Old Numbering System and the New Numbering System

®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4379

Staff presentation: John Shaver, City Attorney
Stephanie Tuin, City Clerk

19. **Non-Scheduled Citizens & Visitors**

20. **Other Business**

21. **Adjournment**

*Note: Resolution Numbers were revised due to a numbering error.

Attach 1

Minutes of Previous Meeting

GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING

August 3, 2009

The City Council of the City of Grand Junction convened into regular session on the 3rd day of August 2009 at 7:03 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Tom Kenyon, Bill Pitts, Linda Romer Todd, and Council President Bruce Hill. Councilmember Gregg Palmer was absent. Also present were City Manager Laurie Kadrach, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Councilmember Todd led in the Pledge of Allegiance followed by an invocation by Bob Pollack, Fruita United Methodist Church Trustee.

Appointments

Councilmember Coons moved to re-appoint Bennett Boeschenstein, Dennis Devore, and Gust Panos and Appoint Brian Meinhart for three year terms to expire July 2012 to the Riverfront Commission. Councilmember Beckstein seconded the motion. Motion carried.

Councilmember Beckstein moved to ratify the appointment of Peggy Page as the Downtown Development Authority Representative on the Historic Preservation Board for the remainder of a four year term expiring December 2011. Councilmember Kenyon seconded the motion. Motion carried.

Certificates of Appointment

Scott Howard was present to receive his certificate of appointment to the Downtown Development Authority/Downtown Grand Junction Business Improvement District.

Doug Conant and Dr. Keith Dickerson were present to receive their certificates of appointment to the Urban Trails Committee.

Citizen Comments

Ken Sublett, 413 Montero Street, said he is a bicyclist. He said bicycling in Grand Junction is not as easy as it could be. He was present to discuss the possibility of appointing a bicycle advocate. Secondly, he asked that bicycling be addressed in the Comprehensive Plan. Having notoriety as cycle-friendly, the City of Grand Junction would attract bicyclers to the City.

Presentations

Business Incubator

Chris Reddin, Executive Director for the Business Incubator, presented an annual update. She discussed what is needed to start a business and how the Incubator helps entrepreneurs with those efforts. She expressed that the current location is perfect for their needs. She listed the various programs they provide and the services they deliver to help grow businesses in the community. They are connected to a number of on-line social networks.

Councilmember Coons noted that the services are not just for for-profit businesses but can also help non-profit businesses as well.

Mesa Developmental Services

Jeff Nichols, Executive Director for Mesa Developmental Services (MDS), presented an update. MDS was founded in 1966 and is a 501(c)(3) but is in the top twenty as far as employment. They serve 600 people, 230 are children. Over 11% are locals. They have early intervention and early childhood programs. More than one out of every ten people on the street has some sort of disability. Ninety percent of their funding is Federal or State sources. Officially they serve all of Mesa County but the vast majority live in and around the City of Grand Junction. The biggest benefit is to provide the minimum amount of assistance to have individuals productive in the community. They work hard to get people as independent as possible.

MDS is looking at a wide variety of improvements to their services and to their funding. They also look for partnerships and coordination of services in the community. They have felt the affect of the State funding cuts and are waiting to know what is to be expected, but they have positioned themselves very well to weather the storm.

Councilmember Coons noted it is a remarkable program.

Council Comments

Council President Hill announced that the Council will take public comment for the Downtown Uplift Project which is later on the agenda.

There were no other Council comments.

***** CONSENT CALENDAR *****

Councilmember Pitts read the Consent Calendar and then moved to approve items #1 through #9. Councilmember Todd seconded the motion. Motion carried by roll call vote.

1. Minutes of Previous Meetings

Action: Approve the Minutes of the July 13, 2009 and the July 15, 2009 Regular Meetings

2. **Setting a Hearing on the Issuance of Downtown Development Authority (DDA) Tax Increment Revenue Bonds and Pledge the Tax Increment Revenues of the City for Payment of the Bonds – Series 2009**

On April 3, 2007, a majority of qualified voters within the boundaries of the Grand Junction, Colorado Downtown Development Authority (DDA) authorized the City to issue bonds or other indebtedness for the purpose of financing certain capital improvements within the DDA's "Plan of Development" area. The voters also authorized the pledge of tax increment funds for payment of the bonds. The City Council is authorized by the City Charter to authorize the issuance of such tax increment revenue bonds and now desires to cause the bonds to be issued, to authorize and direct the application of the proceeds and to provide security for the payment.

Proposed Ordinance Authorizing the Issuance of the City of Grand Junction, Colorado, Downtown Development Authority Tax Increment Revenue Bonds, Series 2009; Pledging the Tax Increment Revenues of the City for the Payment of the Bonds; and Related Matters

Action: Introduction of Proposed Ordinance and Set a Public Hearing for August 17, 2009

3. **Setting a Hearing on Cross Referencing Old Municipal Code Numbering with New Numbering System to Allow the Transition Between the Two Systems**

Staff has been working on reorganizing and renumbering of the Municipal Code and other reference documents such as the Zoning and Development Code, the various manuals (SSID, TEDS, and SWMM), the various neighborhood and corridor plans and other important previously approved documents in order to have them on the internet for easy public access. At this point, the work is close enough to completion that a transition ordinance is in order to allow any reference to the current Code (soon to be Old Code) to apply to the newly numbered Code (soon to be New Code).

Proposed Ordinance Providing for a Cross Reference Between the 1994 Code of Ordinances Old Numbering System and the New Numbering System

Action: Introduction of Proposed Ordinance and Set a Public Hearing for August 17, 2009

4. **Setting a Hearing on Fiesta Guadalajara Rezone, Preliminary Development Plan, and Vacation of Right-of-Way, Located at 710 and 748 North Avenue and 705 and 727 Glenwood Avenue [File # RZ-2009-037]**

Requests for: 1) zone property located at 710 and 748 North Avenue and 705 and 727 Glenwood Avenue to PD (Planned Development) with default zones of C-1(Light Commercial) and R-8 (Residential 8 du/ac), 2) approval of a Preliminary Development Plan, and 3) vacation of the west 7.5' of the north/south alley located east of North 7th Street and south of Glenwood Avenue.

Proposed Ordinance Rezoning Property, Known as the Fiesta Guadalajara Rezone, Located at 710 and 748 North Avenue and 705 and 727 Glenwood Avenue to a PD (Planned Development) Zone

Proposed Ordinance Vacating a Portion of North-South Alley Right-of-Way Located West of North 7th Street and South of Glenwood Avenue

Action: Introduction of Proposed Ordinances and Set a Public Hearing for August 17, 2009

5. **Setting a Hearing on the Redlands Vista Planned Development Rezone and Amendment to the Preliminary Development Plan, Located at West Ridges Blvd., School Ridge Rd., and Ridge Circle Drive** [File #PFP-2009-092]

Amend the existing Ordinance for Redlands Vista in the Ridges Preliminary Development Plan (PDP) to increase the density from 3.8 dwelling units per acre, to 6.7 dwelling units per acre. The redesign includes private streets.

Proposed Ordinance Rezoning and Amending the Preliminary Development Plan for Redlands Vista Planned Development, Lot 1 and Lot 2, Block Twenty-One, the Ridges Filing No. Four, Located at West Ridges Blvd., School Ridge Road, and Ridge Circle Drive

Action: Introduction of Proposed Ordinance and Set a Public Hearing for August 17, 2009

6. **Setting a Hearing on Zoning the Fults Annexation, Located at 3066 F Road** [File #ANX-2009-130]

A request to zone the 3.72 acre Fults Annexation, consisting of one parcel located at 3066 F Road, to an R-4 (Residential – 4 units per acre) zone district.

Proposed Ordinance Zoning the Fults Annexation to R-4 (Residential – 4 Units Per Acre), Located at 3066 F Road

Action: Introduction of Proposed Ordinance and Set a Public Hearing for August 17, 2009

7. **Setting a Hearing on Rezoning Property Located Between Ute Avenue and Pitkin Avenue, Between S. 5th and S. 6th Street and Between Ute Avenue and Pitkin Avenue from S. 7th Street, East 230 Feet** [File #RZ-2008-342]

A request to rezone Block 139, consisting of 2.52 acres more or less, and a portion of Block 137, consisting of 1.45 acres more or less, from C-1 (Light Commercial) to B-2 (Downtown Business) for the purposes of facilitating a new fire station and police building on City owned property.

Proposed Ordinance Rezoning Parcels of Land from C-1 (Light Commercial) To B-2 (Downtown Business), Located Between Ute and Pitkin Avenues from S. 5th Street to S. 6th Street and from S. 7th Street East Approximately 230 Feet

Action: Introduction of Proposed Ordinance and Set a Public Hearing for August 17, 2009

8. **Setting a Hearing on Vacating the North/South Alley Between Ute Avenue and Pitkin Avenue, East of South 7th Street and a Portion of the East/West Alley Between South 7th and South 8th Street South of Ute Avenue** [File #VR-2008-342]

Request to vacate alleys within Block 137 of the Original Town Site of Grand Junction for the purposes of consolidating City-owned parcels and the construction of a new Fire Station.

Proposed Ordinance Vacating Alley Rights-of-Way Located Between Ute and Pitkin Avenues, East of South 7th Street

Action: Introduction of Proposed Ordinance and Set a Public Hearing for August 17, 2009

9. **Purchase of Self Contained Breathing Apparatus (SCBA) for the Fire Department**

Purchase of 64 Self Contained Breathing Apparatus (SCBA) units with accessories for the Grand Junction Fire Department to replace existing units. All the existing SCBA units are non-compliant with the National Fire Protection Association (NFPA) standards and need to be replaced at one time to ensure training and emergency safety procedures are met.

Action: Authorize the City Purchasing Division to Award a Contract to Municipal Emergency Services (MES) of Englewood, CO in the Amount of \$395,875.25 for the Purchase of 64 Scott NXG7 SCBA Units

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing— Reigan Growth Plan Amendment, Located at 2202, 2202 ½ and 2204 H Road [File #GPA-2009-069]

The petitioners, Robert and Marie Reigan, Jerry D. Patterson and TEK Leasing LLC, request adoption of a resolution to amend the Growth Plan Future Land Use Map from Mixed Use to Commercial/Industrial for three properties that total 12 +/- acres located at 2202, 2202 ½ and 2204 H Road. The Planning Commission recommended denial of the proposed Growth Plan Amendment request at their May 26, 2009 meeting.

Council President Hill announced there was a request received to withdraw this growth plan amendment, therefore the item will be taken off the agenda.

Public Hearing—Peiffer Annexation and Zoning, Located at 2454 Bella Pago Drive

[File #ANX-2009-113]

A request to annex and zone 2.10 acres, located at 2454 Bella Pago Drive to R-2 (Residential 2 du/acre). The Peiffer Annexation consists of one (1) parcel and includes a portion of Bella Pago Drive.

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

Judith Rice, Associate Planner, presented this item. She described the site, the location, and the request. She noted that the current City zoning to the east of the property is R-2 not R-4. She asked that the Staff Report and attachments be entered into the record. The applicant was present but did not wish to speak.

There were no public comments.

The public hearing was closed at 7:35 p.m.

a. Accepting Petition

Resolution No. 63-09—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Peiffer Annexation, Located at 2454 Bella Pago Drive and Including a Portion of the Bella Pago Drive Right-of-Way is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4364—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Peiffer Annexation, Approximately 2.10 Acres, Located at 2454 Bella Pago Drive and Including a Portion of the Bella Pago Drive Right-of-Way

c. Zoning Ordinance

Ordinance No. 4367—An Ordinance Zoning the Peiffer Annexation to R-2 (Residential 2 Du/Acre) Zone District, Located at 2454 Bella Pago

Councilmember Todd moved to adopt Resolution No. 63-09 and Ordinance Nos. 4364 and 4367 and ordered them published. Councilmember Pitts seconded the motion. Motion carried by roll call vote.

Public Hearing—Monument Village Commercial Center Annexation and Zoning, Located at 2152 Broadway [File #ANX-2009-116]

Request to annex and zone 5.77 acres, located at 2152 Broadway, to B-1 (Neighborhood Business). The Monument Village Commercial Center Annexation consists of one parcel, and 1.54 acres of right-of-way.

The public hearing was opened at 7:36 p.m.

Lori V. Bowers, Senior Planner, presented this item. She described the site, the location and the request. She asked that the Staff Report and attachments be entered into the record. The application does meet the criteria of the Zoning and Development Code. The annexation will create a small enclave. The applicant is present but does not wish to make a presentation.

There were no public comments.

The public hearing was closed at 7:38 p.m.

a. Accepting Petition

Resolution No. 64-09—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Monument Village Commercial Center Annexation, Located at 2152 Broadway and Includes Portions of Right-of-Way for Monument Village Drive and Rio Hondo Road and all of Monument Lane is Eligible for Annexation

b. Annexation Ordinance

Ordinance No. 4368—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Monument Village Commercial Center Annexation, Approximately 5.77 Acres, Located at 2152 Broadway and Includes Portions of Right-of-Way for Monument Village Drive and Rio Hondo Road and all of Monument Lane

c. Zoning Ordinance

Ordinance No. 4369—An Ordinance Zoning the Monument Village Commercial Center Annexation to B-1 Neighborhood Business, Located at 2152 Broadway

Councilmember Beckstein moved to adopt Resolution No. 64-09 and Ordinance Nos. 4368 and 4369 and ordered them published. Councilmember Kenyon seconded the motion. Motion carried by roll call vote.

Public Hearing—Clarifying Ordinance No. 4188 in Regard to Section 36-17 of the Municipal Code and Ordinance No. 4234 Regarding the Inclusion of the Usage of Golf Carts in the 2003 Model Traffic Code for Colorado

The Municipal Code was amended with Ordinance No. 4188 to include a parking violation for stopping, standing or parking in whole or in part on a planting strip in Section 36-17(a). The City's intent was for subsections (b), (c) and (d) to remain unaltered and in full force and effect. Similarly, the 2003 Model Traffic Code was amended with Ordinance No. 4234 to include usage of golf carts on public roads. See Section 36-2. The City's intent was for sections 705, 1102, 1409, 1416, 1417, 1418 and 1503 as amended by Ordinance No. 4110 to remain in full force and effect. As clarified, these sections will promote statewide uniformity in traffic regulation.

The public hearing was opened at 7:39 p.m.

John Shaver, City Attorney, presented this item. He explained that it is the second reading and is purely a housekeeping matter that came up through the recodification review. The City has its own parking code and is different from that which is in the Model Traffic Code.

Councilmember Todd asked about the golf carts mentioned in the proposed ordinance. City Attorney Shaver explained that the City also has a specialized Code relative to golf carts on roadways. Golf carts are allowed under City Code around Mesa State College and also around the Bookcliff Country Club. The proposed ordinance does not change the substance, but clarifies the other sections that were to remain in full force and effect.

There were no public comments.

The public hearing was closed at 7:44 p.m.

Ordinance No. 4370—An Ordinance Clarifying Ordinance No. 4188 Regarding the Municipal Code and Ordinance No. 4234 Regarding the 2003 Model Traffic Code of Colorado as Adopted by the City of Grand Junction

Councilmember Kenyon moved to adopt Ordinance No. 4370 and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Negotiate Somerville Ranch and Anderson Ranch Lease

The Somerville and Anderson ranches comprise approximately 12,000 acres of deeded land within the Whitewater and North Fork of Kannah Creek basins. The ranches are a critical component of the City of Grand Junction's drinking water system. The ranch lands provide source water protection and the water allocated to the ranches are used for irrigation to maintain City owned water rights for future municipal use. The Utilities Department solicited interested parties in March 2009 to submit proposals on leasing the properties. The Department received eleven proposals from area ranchers, farmers, and the Colorado Division of Wildlife. Utilities Staff conducted in-depth personal interviews with eight of eleven presenters and selected three proposals for final consideration and completed on-site visits of their current properties.

Council President Hill clarified the action before them is to authorize Staff to negotiate the lease with Howard and Janie Van Winkle.

Rick Brinkman, Water Services Manager, presented this item.

Councilmember Kenyon asked Mr. Brinkman to provide background on these ranches.

Mr. Brinkman advised the current lessees are Cliff and Judy Davis and have been leasing the Somerville Ranch for 12 years and the Anderson ranch for 30 years. The City purchased those ranches for the water rights and must use the water beneficially to retain the water rights. The City does that by having the ranches be run as ranches for irrigation and hunting. The leases are about \$40,000 per year and the payments go to the Water Fund.

Councilmember Coons asked Mr. Brinkman what the process is for leasing the ranches. Mr. Brinkman said it has been a family run operation for many years. City Staff talked about other options like having a manager; this would cost the Water Fund money so

they decided to advertise for bids for proposals. The City received eleven proposals. Staff reviewed them and interviewed eight because three decided not to interview. The eight people were interviewed in person and Staff narrowed it down to three. Those three were notified. City Staff looked at those three operations. Staff then met with the Property Committee and provided a matrix of all the proposals, then a subsequent meeting was set with the Property Committee where all members were present. The Property Committee recommended the Van Winkle's proposal and the desire to keep the lease in private hands rather than a public entity such as the Division of Wildlife.

Councilmember Todd commended Staff for their time and effort in reviewing and interviewing the applicants.

Councilmember Kenyon moved to authorize Staff to negotiate with Howard and Janie Van Winkle for a ten-year lease on the Anderson and Somerville Ranches. Councilmember Coons seconded the motion.

Rex Beach stood and asked if he will have an opportunity to speak and he was advised he could speak at the end of the meeting under Citizen Comments.

Motion carried.

Downtown Uplift Recommendations

The DDA will present their final recommendation for the Downtown Uplift renovation of Main Street, including concept, scope, and timeline.

Heidi Hoffman Ham, DDA Executive Director, presented this item. She referred to the other members of the team who were present. She noted that several members of the DDA and DTA boards are also present.

She talked about the efforts and how the improvements will be paid for by the DDA. She described the number of outreach efforts that have taken place. The design has been modified to reflect many of those comments and the feedback received.

Ted Ciavonne, Ciavonne, Roberts, and Associates, is the design architect, and he presented the preferred alternative concept. As a result of the feedback received, they have incorporated the 100 and 200 blocks of Main Street. They modified the 400 block of Main Street which will no longer be totally pedestrian, and they shifted and balanced a few of the uses throughout the project, such as the play areas. Some of the plan did extend across First Street intersection, although it is realized that is not a part of the project. One of the ideas is to soften the First and Main corner to be more like an entrance instead of being overwhelmed by Two Rivers Convention Center. Improvements are proposed to be made to make the 2nd and 3rd Street intersections to be a part of the downtown. In the four hundred block, much of the parking was added back in and the performance area would also be the fountain area. The three, four, and five hundred blocks of Main Street would also have play areas.

Councilmember Todd asked about the interactive water feature. Mr. Ciavonne advised when the street is open, the fountain would be on, when the street is closed and the area is needed for performances, the fountain would be shut off.

Steve Thoms, DDA/DGJBID chairman and a downtown business owner, encouraged the approval of the preferred alternative. He believes that the improvements will stimulate activity on Main Street. He listed the number of other improvements that have occurred in the downtown and how they have stimulated business.

Councilmember Beckstein asked if some of the changes are required due to safety. Ms. Ham concurred and said parking is being standardized as to width and depth and also adding handicap spaces in the mid blocks where there will be ramps or on grade entrances onto the sidewalk. The net loss is four parking spaces. There will be spaces gained on the side streets.

Councilmember Pitts asked if all the property owners in the area have weighed in on the proposal. Ms. Ham said yes and they have mailed and emailed everyone on those blocks involved in this project.

Councilmember Kenyon thanked Ms. Ham and the DDA board for the intense and long effort in the development of the Plan. He especially thanked Mr. Ciavonne on how well they listened to the public.

Councilmember Todd asked Ms. Ham to clarify the funding for the project. Council President Hill interjected that once the direction is determined, then the DDA along with Staff will work out the details. Councilmember Todd stated she wanted the "who is paying for this?" question to be addressed for the public. Ms. Ham said all the DDA projects are funded from the DDA tax mechanism and the tax comes from the property owners in the downtown district.

Council President Hill added that Colorado Avenue was funded by DDA funding as well as most of 7th Street.

Council President Hill opened the floor for public comments.

Aaron Hart, with Hart Music since 1971, said he has had a love for Main Street since he was a young boy. It means a lot for it to stay as a viable business community. He is concerned about the four hundred block. They have a petition that has been signed by four hundred block business owners and other merchants which he submitted to the City Clerk. Thirty-eight people object to any changes to the parking. Many of the merchants in the four hundred block have customers that rely on short term parking. Because the parking issue affects the merchants, he urged the City to keep as many parking spots as possible.

Ron Maupin, 2441 Wellington Court, owns Haggly of Vendors Emporium, said he is more impressed that the public was involved. He has a concern that there is no place for the tour buses to park or a truck and trailer travel. Two Rivers Convention Center is heavily signed with no parking. He is concerned about proceeding with the two hundred block without knowing the final design of the hotel. He said he hopes there is still room for cars to back out without getting into traffic. He encouraged the City to proceed with this design.

Mancel Page, 444 Main, Page Parson Jewelers and resides at 746 Grand Avenue, said he has spent 50 years in the Downtown Development Authority. His concern is, when you lose parking you lose business, so keep as much parking as possible.

Jenna Alley, Formal Affair, 555 Main Street, stated that her business has already been affected by the metered parking and parking garage. The parking lot behind her business has been reduced. Her business relies on short term parking to thrive. Events such as Farmers Market hurts her business. Her business has been there 34 years. She continues to get complaints on parking and the parking meters from her customers who are trying to pick up a dress or tuxedo. She did not receive an email or letter from the Downtown Development Authority. She fears any loss of parking.

Bill Wagner, member of Downtown Development Association Board, also a downtown property owner, said he thought the public had been heard on wanting a more radical concept for downtown. He agrees about the views on the metered parking. He did not feel getting rid of the meters would affect revenues. His family has had a downtown business since 1948. He said that Main Street has been a diamond for the community. He encouraged the Council to accept the preferred plan as proposed.

Milton Long, 237 White Avenue, Apt. B, said there are no parking meters in front of his house and that is good.

DDA Executive Director Ham said that there is a back-up lane and that will be maintained. As far as the hotel, they did talk to the Reimers and they agree they should not tear up the street twice, so they will make sure utility stubs are designed in.

Councilmember Coons read a statement from Councilmember Palmer who was absent. She asked that it be entered into the record (see attachment).

Councilmember Kenyon moved to approve the Design Concept for the project as recommended by the DDA and to authorize the City Manager and Staff to proceed with development of cost projections/allocations and timelines for the project, and continue to evaluate the parking situation. Councilmember Todd seconded the motion.

Council President Hill asked for more clarification on the addition to the motion. Councilmember Kenyon advised that he means to continue to evaluate the parking situation with future discussions.

Councilmember Coons said she is not a merchant and because she has no experience she values the comments by those merchants but she is a consumer. She tends to go and shop at places and she often struggles to find a place to park, which for her is not necessarily a negative because on her walk from the parking place to her destination, she see more things to buy or come back to look at. She understands those that want to run in and run out but she thinks there are many shoppers like her that want to "see what's new" when she walks to her destination. She thinks it is a great design.

Councilmember Beckstein represents the City Council on the Downtown Development Authority (DDA) and the DDA has been listening to the consumer, the businesses and property owners and the biggest issue is the parking, it is always a discussion. Another comment is to keep Main Street as Main Street. No one really wants things to change

dramatically between Fourth and Fifth Streets. A lot of comments are that the stores do not necessarily benefit from the events that take place downtown. She urged caution as far as events and to consider the storefronts. She said they are still open to what the public and the business owners have to say.

Councilmember Pitts thanked Councilmember Kenyon for adding the comment on the parking. He was concerned about the one owner who said they were not notified.

Council President Hill asked that the Parking Management Advisory Group (PMAG) reactivate and he identified some of the issues with free parking. His concern with the motion is that the last sentence was not to direct the Downtown Development Authority to make changes. They can't put numbers to something that continues to change. He suggested Council be advised with the net loss or gain of parking.

Councilmember Todd questioned what her second was to. As they move forward, she took the parking issue to be downtown in general and not necessarily for this project. She suggested splitting the motion as the language has changed.

Council President Hill said it was the intent to address parking in downtown, not just Main Street.

Councilmember Kenyon agreed that was his intent.

Councilmember Beckstein suggested they go back to the original motion and then direct the City Manager to work on the other issues relative to parking.

Councilmember Beckstein moved to amend the motion to strike the words "to continue to evaluate parking management". Councilmember Todd seconded the motion. Motion carried to amend the motion 4 to 2 with Councilmembers Kenyon and Pitts voting NO.

A vote was called on the amended motion. Amended motion carried 5 to 1 with Councilmember Pitts voting NO.

Councilmember Kenyon moved to direct the City Manager to continue to evaluate the downtown parking management and bring a report back to City Council. Councilmember Beckstein seconded the motion. Motion carried.

Council President Hill called a recess at 9:03 p.m.

The meeting reconvened at 9:14 p.m.

Non-Scheduled Citizens & Visitors

Rex Beach, 230 Pabor, Fruita, was a finalist for the Somerville and Anderson Ranch leases. He said it was a great process and he spent over a year researching and putting together a proposal as a ranch manager. He said it took a great deal of time researching and talking to folks and other agencies. He asked for the opportunity to present his proposal to the City Council. It is ten year lease and it is important to give the opportunity for the best guy to get the job. Although Mr. Van Winkle was selected because of his knowledge of water rights, he assured the City Council he too would

protect the water. He is frustrated because he put so much time into the proposal, he feels he should have the opportunity to present.

There were no other citizen comments.

Other Business

There was none.

Adjournment

The meeting was adjourned at 9:22 p.m.

Stephanie Tuin, MMC
City Clerk

Deana Pietro - downtown statement

From: Gregg Palmer
To: Teresa Coons
Date: 8/2/2009 6:48 PM
Subject: downtown statement

Teri,

Thanks for reading this into the record for me.

" I appreciate the opportunity to read into the record my thoughts on the downtown uplift project. Clearly as a downtown merchant and property owner for 30 years, this is an important topic for me. Given my multi state downtown business interests, I think I have a broad perspective on both healthy and successful down towns, and those who have lost their competitive edge.

First, I want to complement the DDA board, staff, and others who have worked so very hard on this project. I commend you on the effort to gather so much input and so many ideas in reaching your preferred alternative. I have worked with merchant groups before, so I know the challenges you faced. Though I will stray from your conclusion, I applaud your commitment to making downtown Grand junction better. Thank you.

I want to say what a truly unique downtown area we have. Having seen literally dozens of down towns, and talked with merchants nation wide over my many decades in retail, we have a jewel here that we should protect first, and change only with great deliberation. This down town is currently the communities number one tourist attraction, and a consistently strong commercial area. It needs to remain just that.

This is my greatest concern. I absolutely believe that we need to freshen up our main street. I believe, however, that the changes are more modest than proposed. I fully support the tenants of concept two, all through out the down town area. Widening side walks, adding some fountains and play features, maintaining the serpentine road way, and making it as customer friendly as possible. I stress customer friendly, because I fear some of the proposed changes are more geared towards entertainment, rather than retail. I do not support any loss of parking, and I can not endorse the notion of a super block concept. The original design, so successful for 45 years, treated all the blocks evenly. It should continue that way. We do not need a stage area, as I believe ample areas exist to rotate he occasional venue. The Avalon, Wells Fargo, and two rivers among them. There is a belief implied in this design that says the more people down town, the more successful merchants will be. While this may be counter intuitive, it is not true, and most merchants will attest to this. Shoppers and visitors are different . Retail is fragile, and we need to preserve retail first and foremost.

My years of retail experience across the western United States, my conversations with retailers nation wide, and my discussions with citizens here at home all tell me the same thing. We need to freshen up main street, we should not change the basic character of retail, parking must remain, and all the blocks should be treated equally.

I ask my fellow council members to head the wisdom of those whose lives and fortunes are invested on these very streets. Approve concept two for the entire length of the project, and reject the super block concept. "

Thank you for reading this for me. Believe it or not, I was brief.



Date: August 5, 2009
 Author: Judith Rice
 Title/ Phone Ext: Associate
Planner/ 4138
 Proposed Schedule: August
17, 2009
 2nd Reading (if applicable): n/a

Attach 2
Vacation of Utility Easement, Located at 2421
Hidden Valley Drive
CITY COUNCIL AGENDA ITEM

Subject: Vacation of Easement, 2421 Hidden Valley Drive
File # (if applicable): VE-2009-134
Presenters Name & Title: Judith Rice, Associate Planner

Executive Summary:

Request approval to vacate a 15 foot wide utility easement located at 2421 Hidden Valley Drive. The applicants would like to use the property and the easement is not needed.

How this item relates to the draft Comprehensive Plan Goals and Policies:

The following goal of the draft Comprehensive Plan has been met.

Goal 6: Land use decisions will encourage preservation and appropriate reuse.

The easement will not be and is not currently being used for any utilities. The applicants would also like the full use of the property, such as for accessory structures.

Action Requested/Recommendation:

Consider passage of the proposed vacation Resolution.

Board or Committee Recommendation:

On August 11, 2009, Planning Commission forwarded a recommendation of approval of the requested utility easement vacation, VE-2009-134, to the City Council with the findings that the request is consistent with the Goals and Policies of the Growth Plan and Section 2.11 C. of the Zoning and Development Code.

Financial Impact/Budget: None

Legal issues: None

Other issues: None

Previously presented or discussed: n/a

Background, Analysis and Options: See attached.

Attachments:

Figure 1: Site Location Map

Figure 2: Aerial Photo Map

Figure 3: Future Land Use

Figure 4: City Zoning Map

Resolution and Exhibit A

BACKGROUND INFORMATION					
Location:		2421 Hidden Valley Drive			
Applicants:		Michael and Cinda Kerbein			
Existing Land Use:		Residential			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Residential			
	South	Vacant			
	East	Vacant			
	West	Residential			
Existing Zoning:		PD (Planned Development)			
Proposed Zoning:		PD (Planned Development)			
Surrounding Zoning:	North	PD (Planned Development)			
	South	R-2 (Residential 2 du/acre)			
	East	PD (Planned Development)			
	West	PD (Planned Development)			
Growth Plan Designation:		Residential Medium Low			
Zoning within density range?		X	Yes		No

1. Background

This lot is located in *The Ridges Filing No. Three* subdivision. At the time of plat recording, a 15 foot utility easement was created along the rear property lines of lot 2A. According to Qwest, a line was located in the easement at but has since been abandoned. Currently the Qwest line is located along the front of the property in the right-of-way with other utilities, including Excel, Bresnan, Ute Water and City Sewer. Redlands Water and Power irrigation taps are also located at the front of the property.

The applicants are requesting the vacation so that, on the recommendation of their contractor, they can construct a retaining wall to stabilize the steep slope south and east of the easement. The easement will not be and is not currently being used for any utilities. The applicants would also like the full use of the property, such as for accessory structures.

There have been no previous applications for vacation of this utility easement.

2. Section 2.11.C of the Zoning and Development Code

Requests to vacate any public right-of-way or easement must conform to all of the following:

- a. The Growth Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

Staff has fully reviewed the proposal and the plans and policies of the City and believes that vacation of the 15 foot wide utility easement does not conflict with the Growth Plan, Redlands Area Plan, major street plans or other adopted plans and policies of the City.

- b. No parcel shall be landlocked as a result of the vacation.

No parcel will be landlocked with this utility easement vacation request. No access is affected by the vacation of this easement.

- c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

No access to any parcel is restricted by the proposed vacation of this easement. No utility services are currently located or are planned to be located in this easement.

- d. 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).

No adverse impacts on the health, safety, and/or welfare of the general community or the quality of public facilities and services provided to any parcel of land will be reduced (e.g. police/fire protection and utility services if this easement is vacated. No utility services are currently located or are planned to be located in this easement. The easement is not related to any design elements for the adjoining proposed developments to the south and east.

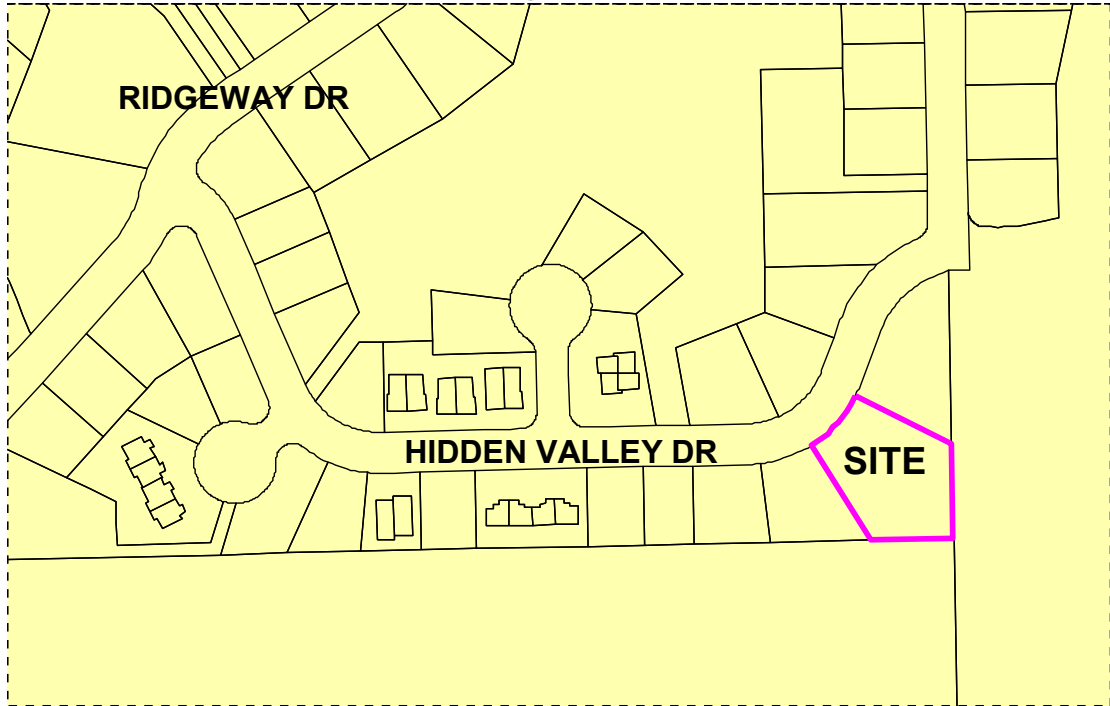
- e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code.

Adequate public facilities and services will continue to be provided to all affected properties if this easement is vacated. No utility services are currently located or are planned to be located in this easement.

- f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.
The proposed utility easement vacation will remove an unneeded easement from the property and allow future uses of the area by the property owners.

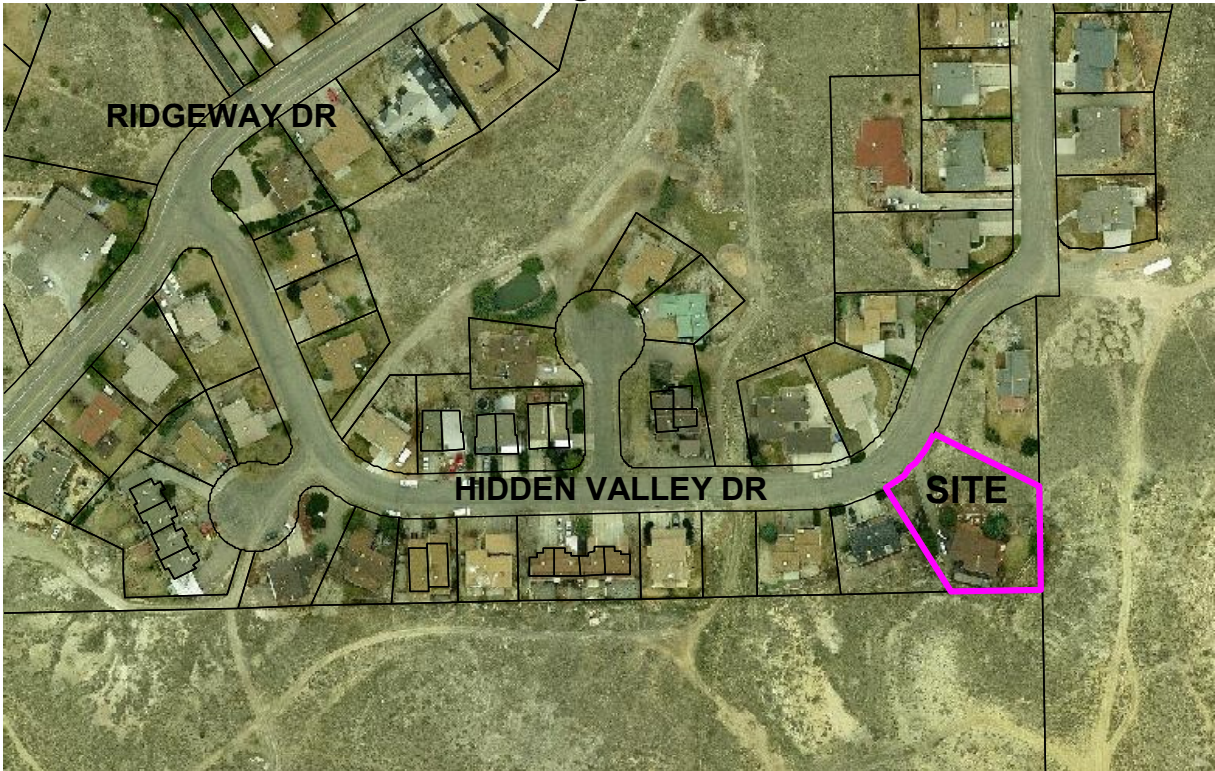
Site Location Map

Figure 1



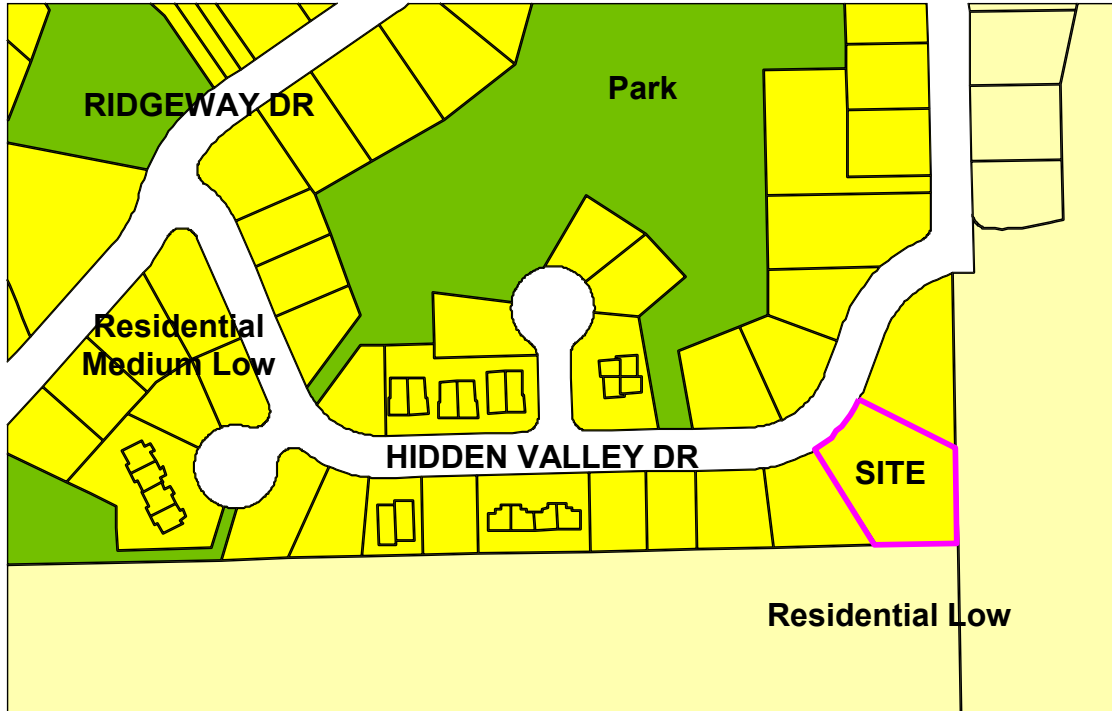
Aerial Photo Map

Figure 2



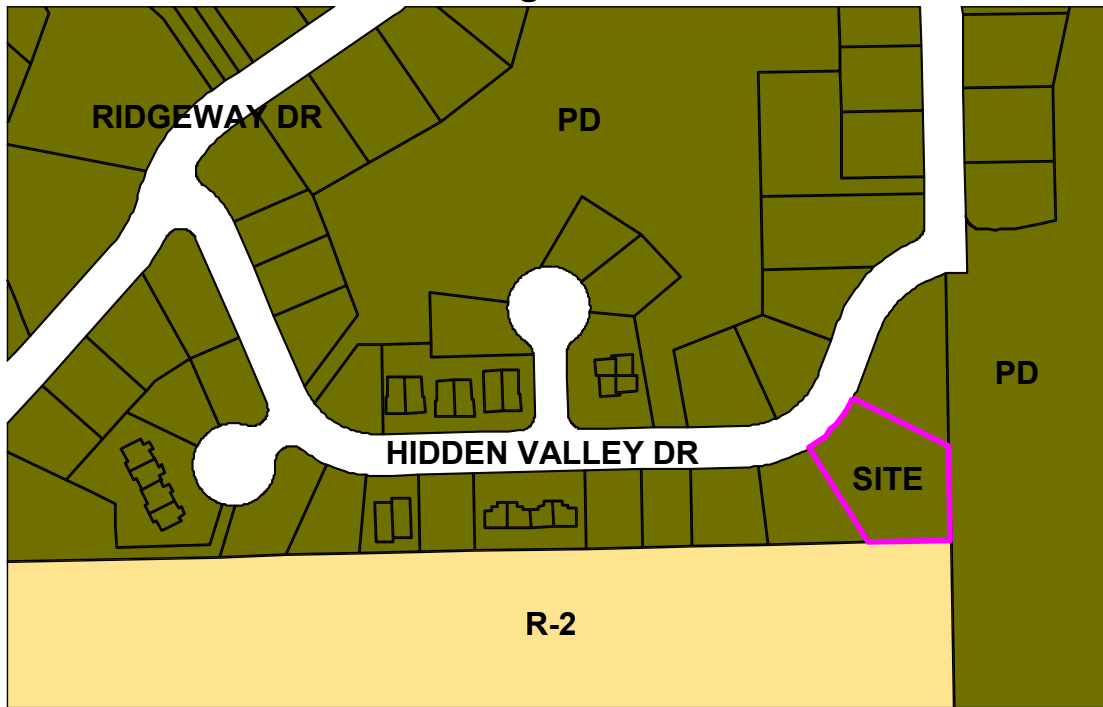
Future Land Use Map

Figure 3



City Zoning Map

Figure 4



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

**A RESOLUTION VACATING A UTILITY EASEMENT AT
2421 HIDDEN VALLEY DRIVE**

Recitals:

A request for the vacation of a utility easement has been submitted in accordance with the Zoning and Development Code. The applicant has requested that the 15 foot utility easement located at 2421 Hidden Valley Drive be vacated. The 15 foot utility easement was dedicated on the Ridges Filing No. Three plat. There is no existing utility infrastructure located within this easement.

In a public hearing, the Planning Commission reviewed the request for the vacation request and determined that it satisfied the criteria as set forth and established in Section 2.11.C of the Zoning and Development Code. The proposed vacation is also consistent with the purpose and intent of the Growth Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW AND IN EXHIBIT A IS HEREBY VACATED.

All of that 15 foot wide utility easement lying within Lot 2A, Block Sixteen, The Ridges Filing No. Three, according to the plat recorded on May 1, 1978, Reception No. 1159249 in the Office of the Mesa County Clerk and Recorder, said subdivision being part of the SW ¼ of the SW ¼ of Section 16 and a part of the E ½ of Section 20 and part of the NW ¼ of the NW ¼ of Section 21 in Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, Mesa County, Colorado.

PASSED on this _____ day of _____, 2009.

ATTEST:

President of City Council

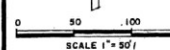
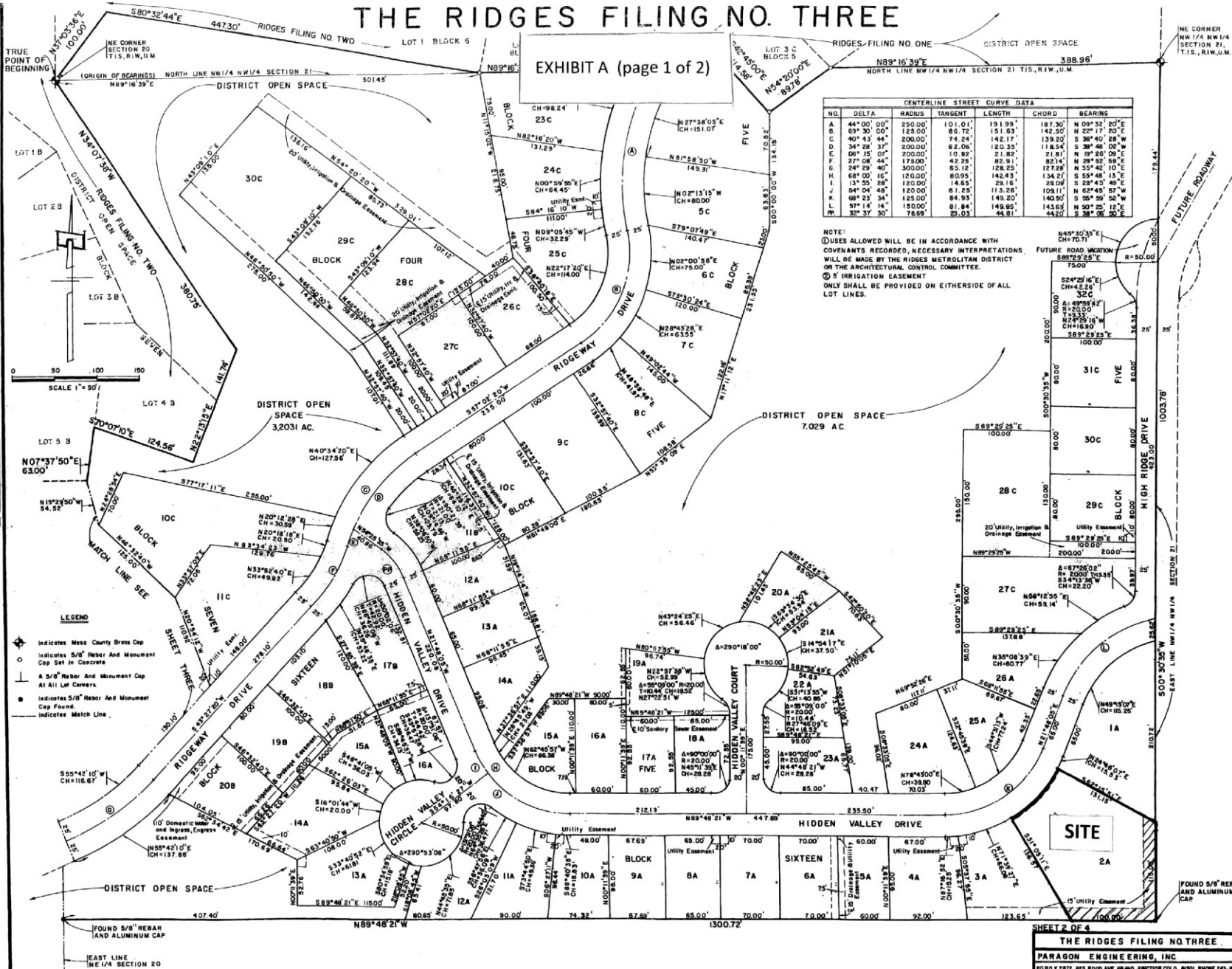
City Clerk

THE RIDGES FILING NO. THREE

EXHIBIT A (page 1 of 2)

CENTERLINE STREET CURVE DATA						
NO.	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
A	44°00'00"	250.00'	101.01'	191.99'	187.30'	N 09°32'20"E
B	69°30'00"	125.00'	85.72'	151.53'	142.50'	N 29°17'30"E
C	40°43'44"	200.00'	74.24'	142.17'	139.20'	S 36°40'28"W
D	34°28'31"	200.00'	82.06'	120.35'	118.54'	S 38°46'00"W
E	06°15'00"	200.00'	10.92'	21.82'	21.81'	N 18°58'00"E
F	27°08'44"	175.00'	42.75'	82.91'	82.14'	N 28°32'58"E
G	24°29'40"	300.00'	63.12'	128.25'	127.28'	N 55°42'10"E
H	68°00'16"	120.00'	60.95'	142.43'	134.21'	S 55°48'13"E
I	13°55'28"	120.00'	14.65'	29.16'	28.09'	S 28°45'48"E
J	54°04'48"	120.00'	61.25'	113.26'	109.11'	N 52°45'07"W
K	68°23'34"	125.00'	84.93'	143.20'	140.50'	S 58°59'52"W
L	37°14'44"	150.00'	81.84'	148.85'	143.65'	N 50°25'12"E
M	35°37'30"	78.89'	29.03'	48.91'	44.90'	S 38°16'50"E

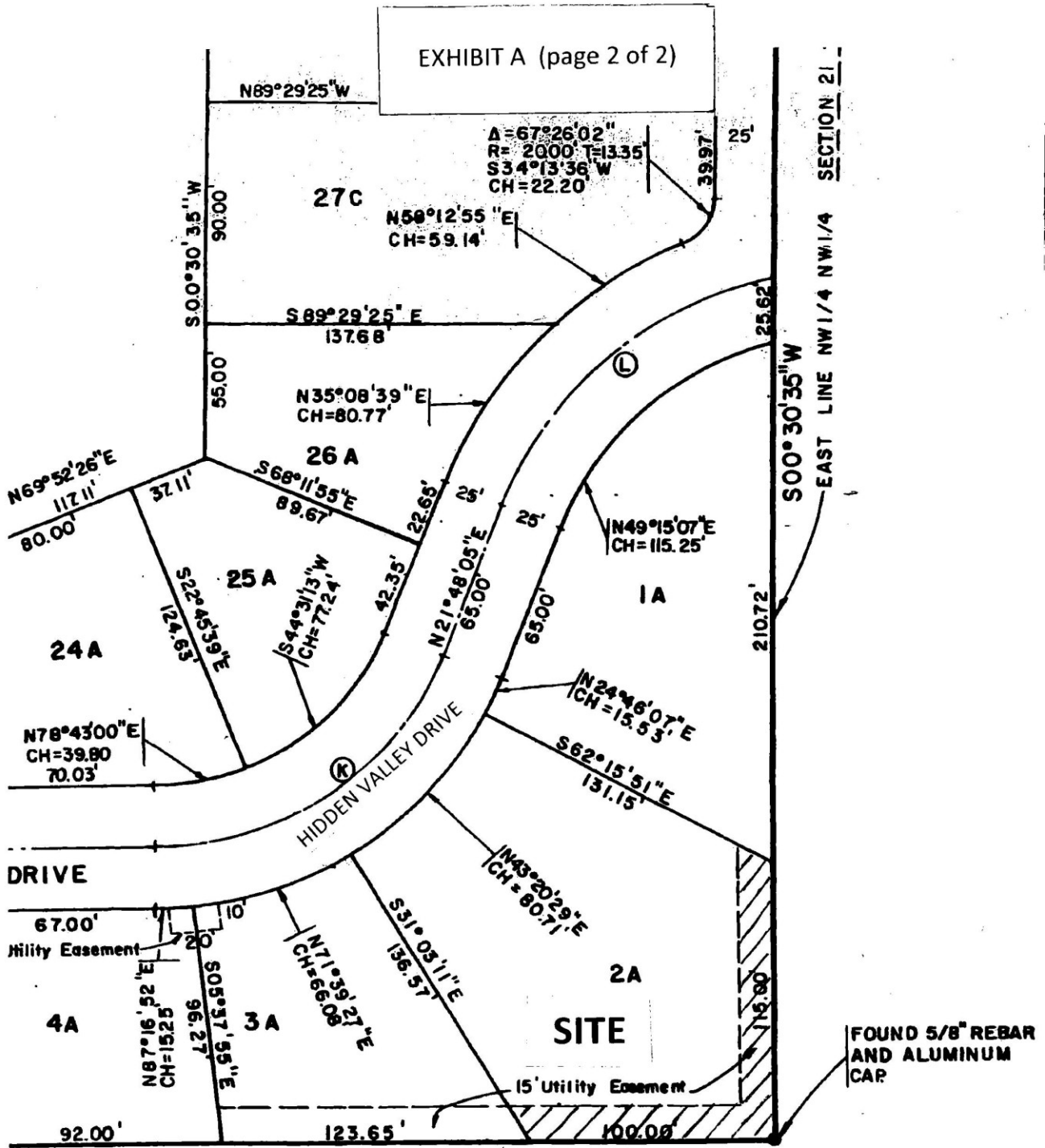
NOTE:
 CURVES ALLOWED WILL BE IN ACCORDANCE WITH COVENANTS RECORDED, NECESSARY INTERPRETATIONS WILL BE MADE BY THE RIDGES METROPOLITAN DISTRICT OR THE ARCHITECTURAL CONTROL COMMITTEE.
 (S) IRRIGATION EASEMENT ONLY SHALL BE PROVIDED ON EITHER SIDE OF ALL LOT LINES.



- LEGEND**
- Indicates Mesa County Brass Cap
 - Indicates 5/8" Rebar And Monument Cap Set in Concrete
 - A 5/8" Rebar And Monument Cap At All Lot Corners
 - Indicates 5/8" Rebar And Monument Cap Found
 - Indicates Match Line

SHEET 2 OF 4
 THE RIDGES FILING NO. THREE.
 PARAGON ENGINEERING, INC.
 8080 X 5712, 825 ROAD AVE, GRAND JUNCTION, COLO., 81501, PHONE 243-8946

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SHEET 2 OF 4

THE RIDGES FILING NO. THREE
PARAGON ENGINEERING, INC
PO BOX 2872, 825 ROOD AVE, GRAND JUNCTION, COLO, 81501, PHONE 243-8966



Date: August 5, 2009
Author: Judith Rice
Title/ Phone Ext: Associate
Planner/4138
Proposed Schedule: August 17,
2009
2nd Reading (if applicable): n/a

Attach 3
Revocable Permit to Mesa State College for a
Buried Conduit Line Across Blichmann Avenue
CITY COUNCIL AGENDA ITEM

Subject: Revocable Permit to Mesa State College for a Buried Conduit Line Across Blichmann Avenue
File # (if applicable): RVP-2009-160
Presenters Name & Title: Judith Rice, Associate Planner

Executive Summary:

Request for a Revocable Permit to allow a utility conduit to cross beneath Blichmann Avenue between 2508 Blichmann Avenue and 2510 Foresight Circle.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 6: Land use decisions will encourage preservation and appropriate reuse.

This use of this City property will allow Western Colorado Community College facility to expand.

Action Requested/Recommendation:

Approval of the Resolution Issuing the Revocable Permit.

Board or Committee Recommendation: n/a

Background, Analysis and Options: See Attached.

Financial Impact/Budget: n/a

Legal issues: None

Other issues: None

Previously presented or discussed: None

Attachments:

Background information and Staff Report

Site Location Map / Aerial Photo Map

Aerial Photo Map Close Up / Future Land Use Map

Existing City Zoning Map

Resolution including Revocable Permit and Agreement

BACKGROUND INFORMATION					
Location:		Blichmann Avenue at 2508 Blichmann Avenue			
Applicant:		Mesa State College			
Existing Land Use:		Public Right-of-Way			
Proposed Land Use:		n/a			
Surrounding Land Use:	North	Community College			
	South	Industrial (to be redeveloped by College)			
	East	Refrigeration Supply			
	West	25 Road and Vacant Land			
Existing Zoning:		None			
Proposed Zoning:		None			
Surrounding Zoning:	North	I-O (Industrial/Office Park)			
	South	I-O (Industrial/Office Park)			
	East	I-O (Industrial/Office Park)			
	West	R-8 (Residential 8 du/acre)			
Growth Plan Designation:		None			
Zoning within density range?		n/a	Yes	n/a	No

1. Background

The petitioner wishes to install two four-inch telecommunications conduits crossing the sixty foot width of the Blichmann Avenue. If approved, the conduit will connect the buildings between 2508 Blichmann Avenue and 2510 Foresight Circle. The revocable permit is for a seven foot wide by sixty foot long area across Blichmann Avenue. The conduit will be installed by boring beneath the road to minimize the impact.

2. Section 2.17.C of the Zoning and Development Code

Requests for a revocable permit must demonstrate compliance with all of the following criteria:

- a. *There will be benefits derived by the community or area by granting the proposed revocable permit.*

The electronic connection between the buildings will allow efficient communication between the two Western Colorado Community College

facility buildings allowing expansion of education opportunities for the community.

- b. *There is a community need for the private development use proposed for the City property.*

This use of this City property will allow Western Colorado Community College facility to expand their education facility and provide increased opportunities for the community.

- c. *The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property.*

The distance across this section of right-of-way is the most direct route for the conduit.

- d. *The proposed use shall be compatible with the adjacent land uses.*

Other utility lines are in the area serving this and other properties.

- e. *The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas.*

There will be no negative impact on access, traffic circulation, neighborhood stability or character as a result of the conduit being installed by boring under the road.

- f. *The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Growth Plan, other adopted plans and the policies, intents and requirements of this Code and other City policies.*

This conduit installation within the right-of-way encourages Mesa State College to grow at this facility which is located in a non-residential area. The intents and requirements of the Code will be met. There will be no negative impacts on traffic, access or the neighborhood

- g. *The application complies with the submittal requirements as set forth in the Section 127 of the City Charter, this Chapter Two of the Zoning and Development Code and the SSID Manual.*

This application complies with the submittal requirements as set forth in the Section 127 of the City Charter, this Chapter Two of the Zoning and

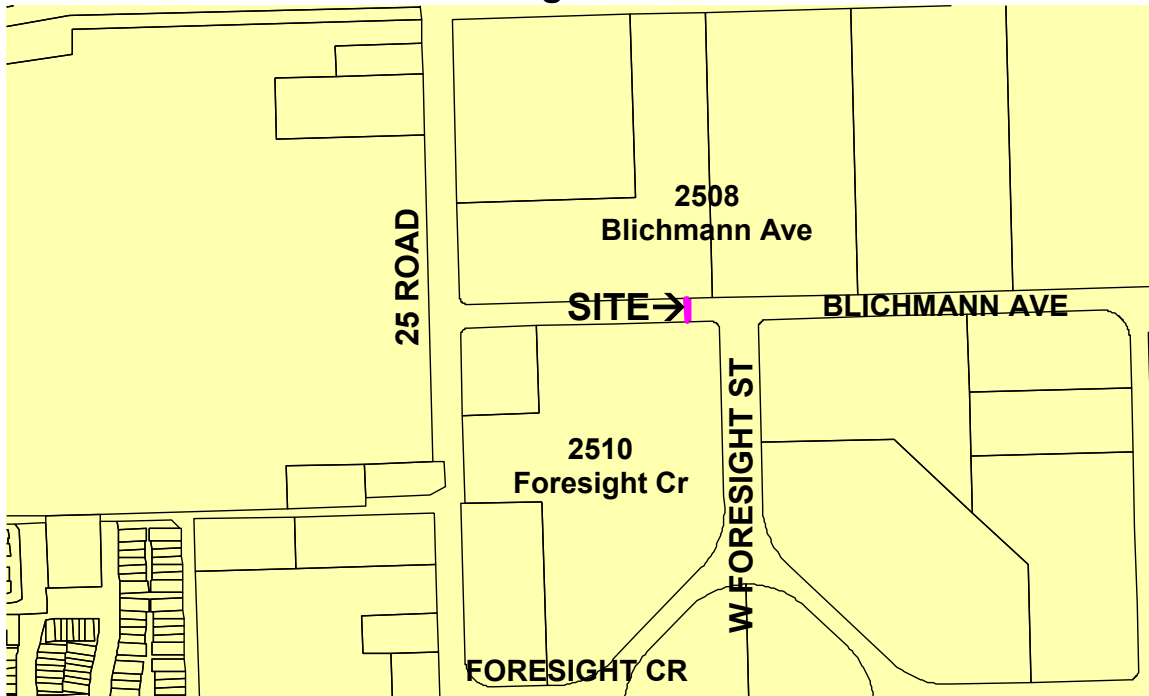
Development Code and the Submittal Standards for Improvements and Development.

3. Finding of fact

- a. The review Criteria in Section 2.17.C of the Zoning and Development Code have all been met.
- b. The revocable permit request is in conformance with the goals and policies of the Growth Plan.

Site Location Map

Figure 1



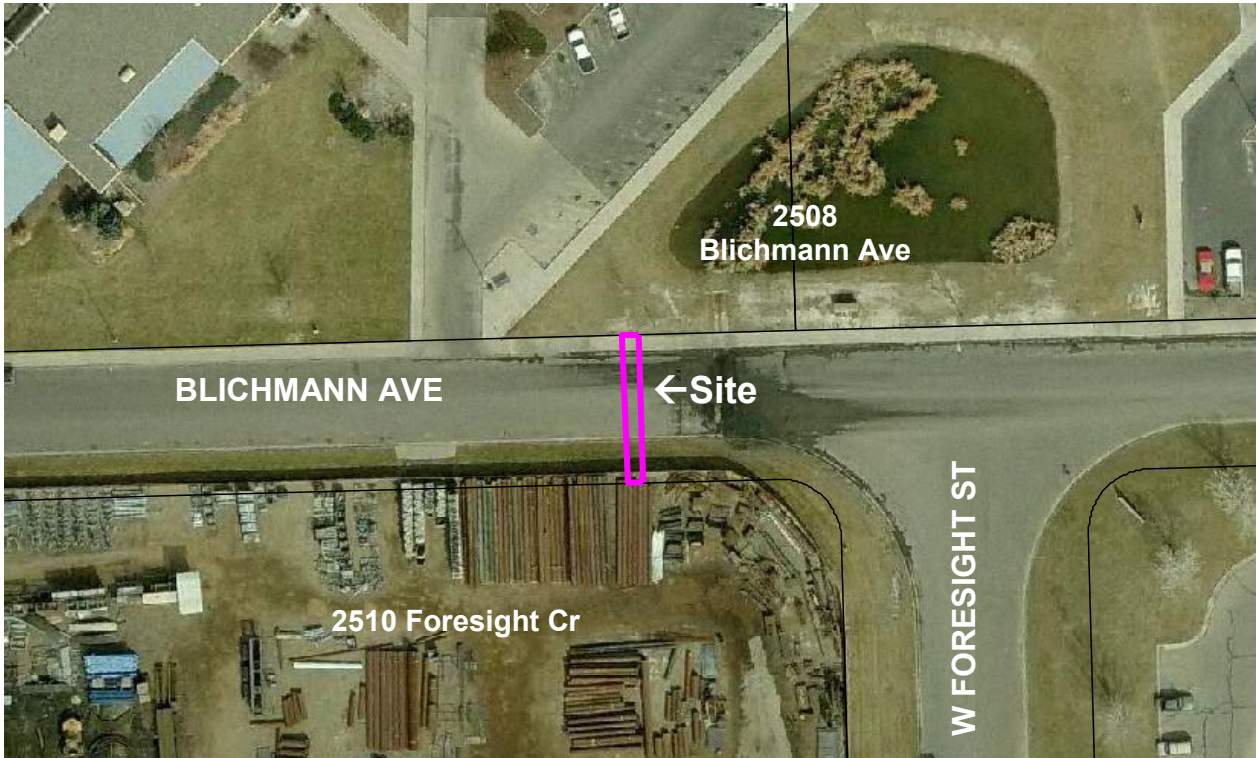
Aerial Photo Map

Figure 2



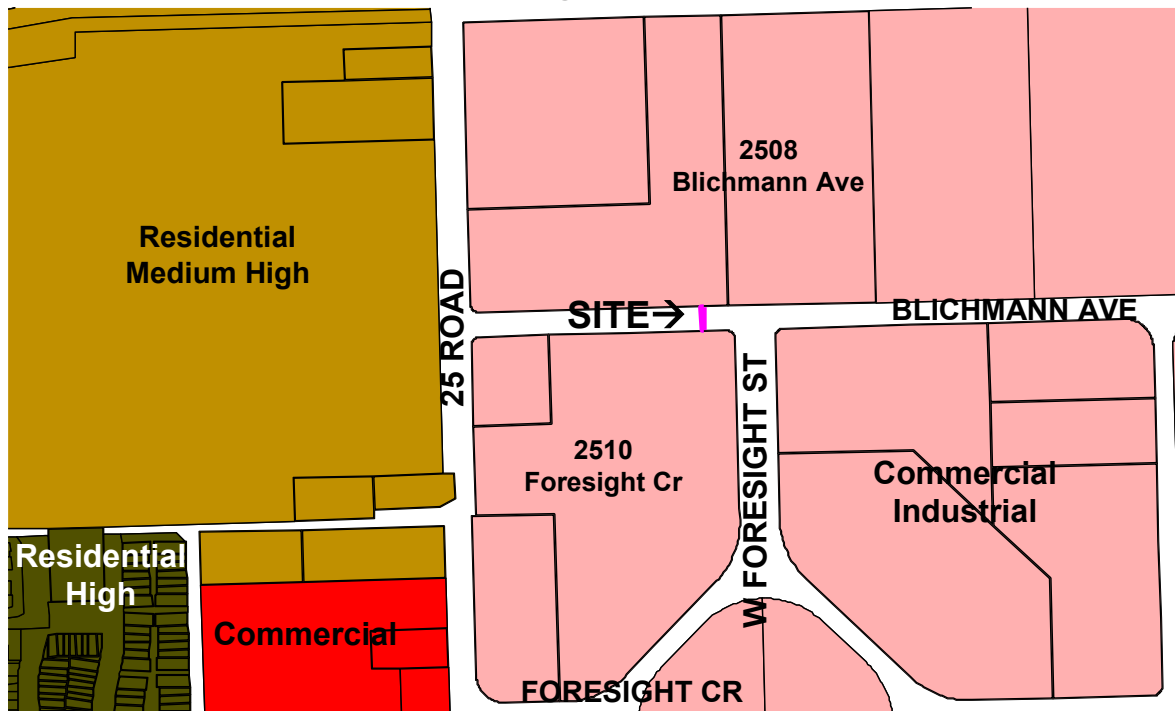
Aerial Photo Map Close Up

Figure 3



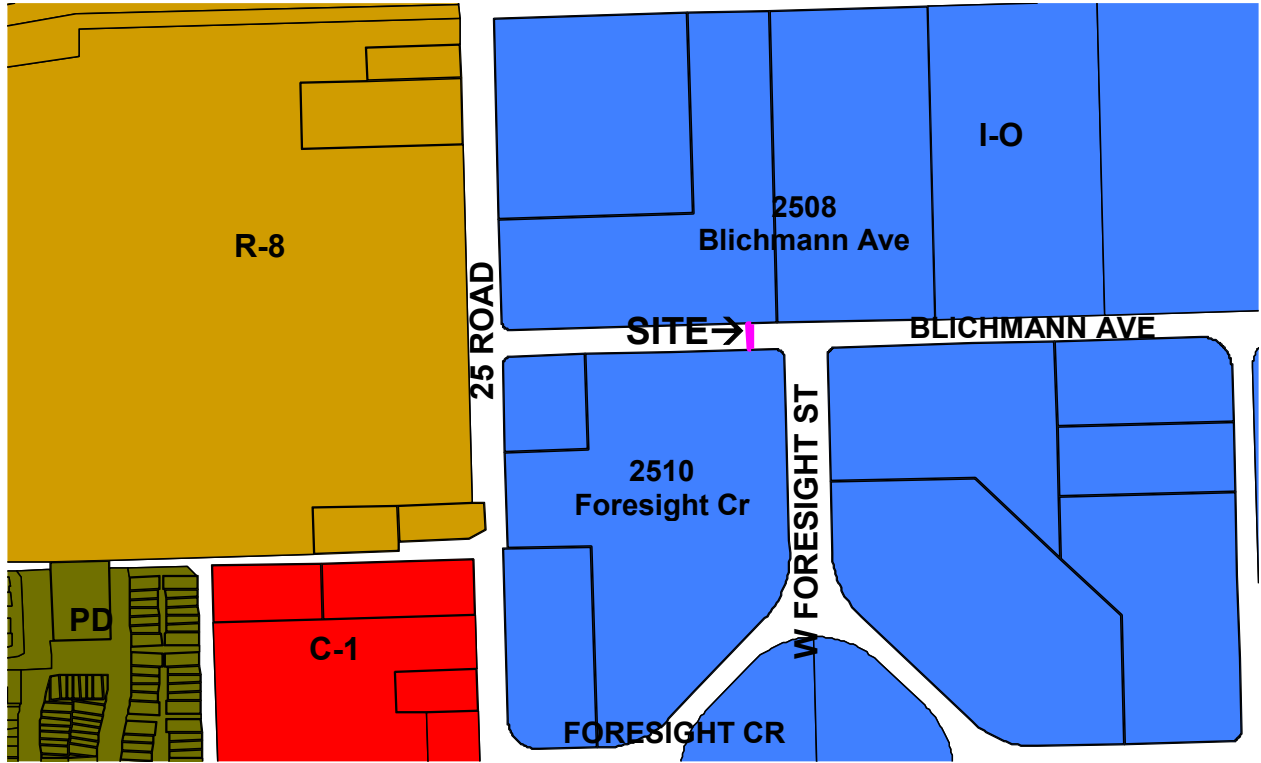
Future Land Use Map

Figure 4



Existing City Zoning Map

Figure 5



RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE ISSUANCE
OF A REVOCABLE PERMIT TO
MESA STATE COLLEGE**

Recitals.

A. Mesa State College, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 1 Thru 3 Inc Block 11 Foresight Park For Industry Filing No 3 Sec 3 1S 1W and Lots 4 & 5 Block 11 Foresight Park For Industry Filing No 3 Sec 3 1S 1W and identified by Mesa County Tax Schedule Number 2945-033-15-964 and 2945-033-15-942.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a telecommunications conduit within the following described public right-of-way as shown in Exhibit A:

A seven foot (7.00') wide Revocable Permit across Blichmann Avenue located in Foresight Park for Industry, Filing No. 3, as shown on plat recorded in Plat Book 12, Page 406, Mesa County records, in Grand Junction, Mesa County, Colorado and being more particularly described as follows:

BEGINNING at a point that lies South 89 degrees 59 minutes 42 seconds West, a distance of 56.60 feet from the most Northerly Northeast corner of said Lot 3, Block 6, Foresight Park for Industry, Filing No. 3; thence South 89 degrees 59 minutes 42 seconds West, a distance of 7.00 feet; thence North 00 degrees 00 minutes 18 seconds West, a distance of 60.00 feet; thence North 89 degrees 59 minutes 42 seconds East, a distance of 7.00 feet; thence South 00 degrees 00 minutes 18 seconds East, a distance of 60.00 feet to the POINT OF BEGINNING.

Containing 0.010 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2009-160 in the office of the City's Public Works and Planning Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this _____ day of _____, 2009.

Attest:

President of the City Council

City Clerk

REVOCABLE PERMIT

Recitals.

A. Mesa State College, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 1 Thru 3 Inc Block 11 Foresight Park For Industry Filing No 3 Sec 3 1S 1W and Lots 4 & 5 Block 11 Foresight Park For Industry Filing No 3 Sec 3 1S 1W and identified by Mesa County Tax Schedule Number 2945-033-15-964 and 2945-033-15-942.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a telecommunications conduit within the following described public right-of-way:

A seven foot (7.00') wide Revocable Permit across Blichmann Avenue located in Foresight Park for Industry, Filing No. 3, as shown on plat recorded in Plat Book 12, Page 406, Mesa County records, in Grand Junction, Mesa County, Colorado and being more particularly described as follows:

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Containing 0.010 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2009-160 in the office of the City's Public Works and Planning Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way

aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2009.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner:

Mesa State College

AGREEMENT

Mesa State College, for itself and for its successors and assigns, does hereby agree to:

- (a) Abide by each and every term and condition contained in the foregoing Revocable Permit;
- (b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;
- (c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;
- (d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2009.

Mesa State College

By: _____

State of Colorado)
)ss.
 County of Mesa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2009 by _____, _____ of Mesa State College.

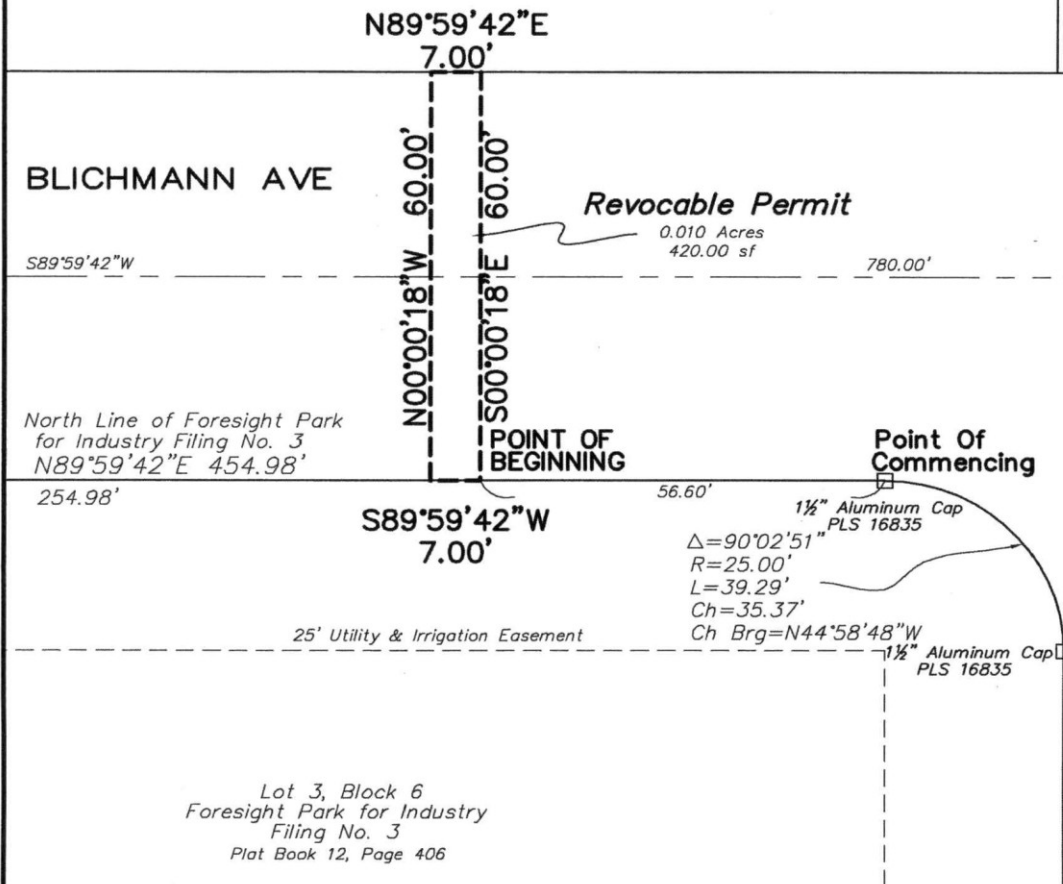
My Commission expires: _____
 Witness my hand and official seal.

 Notary Public

EXHIBIT A REVOCABLE PERMIT

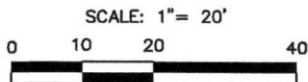
Lot 1-3, Block 11
Foresight Park for Industry
Filing No. 3
Plat Book 12, Page 406

30' Utility & Irrigation Easement



NOTE:

This exhibit is based on a survey made by D&H Surveying. No field work was performed by High Desert Surveying in the preparation of this document.



High Desert Surveying, LLC

1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 09-71	Surveyed	Drawn	APP'D	SHEET	OF
DATE: July, 2009	DHS	rsk	skw	1	1



Date: August 5, 2009
 Author: Judith Rice

 Title/ Phone Ext: 4138

 Proposed Schedule: August 17,
2009
 2nd Reading

Attach 4
Setting a Hearing on the RQ Annexation, Located at 3131 D Road
CITY COUNCIL AGENDA ITEM

Subject: Annexation of the RQ Property Located at 3131 D Road
File # (if applicable): ANX-2009-144
Presenters Name & Title: Judith Rice, Associate Planner

Executive Summary:

Request to annex 20.02 acres, located at 3131 D Road. The RQ Annexation consists of one parcel.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 6: Land use decisions will encourage preservation and appropriate reuse.

Annexation will allow appropriate residential use of this property within the City's urban setting.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Annexation and future development will help to sustain a healthy, diverse economy with in the City's urban setting.

Action Requested/Recommendation:

Adopt a Resolution Referring the Petition for the RQ Annexation and Introduce the Proposed Ordinance and Set a Hearing for October 5, 2009.

Board or Committee Recommendation: n/a

Background, Analysis and Options: See attached.

Financial Impact/Budget: n/a

Legal issues: None

Other issues: None

Previously presented or discussed: None

Attachments:

1. Staff report/Background information
2. Annexation / Site Location Map; Aerial Photo Map
3. Future Land Use Map; Existing City and County Zoning Map
4. Resolution Referring Petition
5. Annexation Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:		3131 D Road		
Applicants:		River Trail II, Inc.		
Existing Land Use:		Residential Single Family and Agriculture		
Proposed Land Use:		Residential Single Family		
Surrounding Land Use:	North	Residential Single Family		
	South	Vacant, Colorado River		
	East	Residential Single Family and Agriculture		
	West	Residential Single Family and Agriculture		
Existing Zoning:		County RSF-R (Residential Single Family Rural and AFT(Agriculture, Forestry and Traditional)		
Proposed Zoning:		R-8 (Residential 8 du/acre) and CSR (Community Services and Recreation)		
Surrounding Zoning:	North	County RSF-5		
	South	County AFT (Agriculture, Forestry and Traditional)		
	East	R-8 (Residential 8 du/acre)		
	West	R-4 (Residential 4 du/acre)		
Growth Plan Designation:		Residential Medium and Conservation		
Zoning within density range?		X	Yes	No

This annexation area consists of 22.02 acres of land and is comprised of one parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the RQ Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The following annexation and zoning schedule is being proposed.

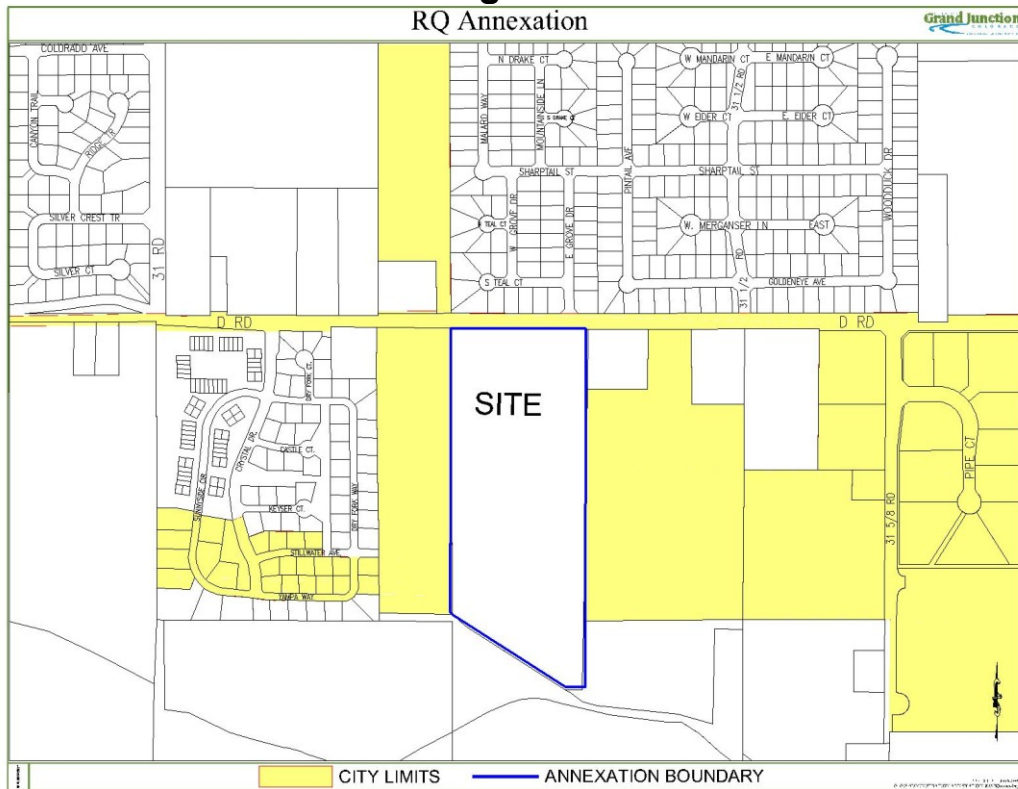
ANNEXATION SCHEDULE	
8/17/2009	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
9/8/2009	Planning Commission considers Zone of Annexation
9/1/2009	Introduction Of A Proposed Ordinance on Zoning by City Council
10/5/2009	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
11/6/2009	Effective date of Annexation and Zoning

RQ ANNEXATION SUMMARY

File Number:		ANX-2009-144
Location:		3131 D Road
Tax ID Number:		2943-222-00-097
# of Parcels:		One
Estimated Population:		One
# of Parcels (owner occupied):		None
# of Dwelling Units:		One
Acres land annexed:		20.02 acres
Developable Acres Remaining:		20.02 acres
Right-of-way in Annexation:		-0- acres
Previous County Zoning:		County RSF-R (Residential Single Family Rural) and AFT (Agriculture, Forestry and Traditional)
Proposed City Zoning:		R-8 (Residential 8 du/acre)
Current Land Use:		Residential
Future Land Use:		Residential Medium and Conservation
Values:	Assessed:	\$29,070
	Actual:	\$331,340
Address Ranges:		3131 D Road
Special Districts:	Water:	Clifton Water District
	Sewer:	Central Grand Valley
	Fire:	Clifton Fire District
	Irrigation/ Drainage:	Grand Valley Irrigation
	School:	School District 51
	Pest:	Upper Grand Valley Pest Control

Annexation/Site Location Map

Figure 1



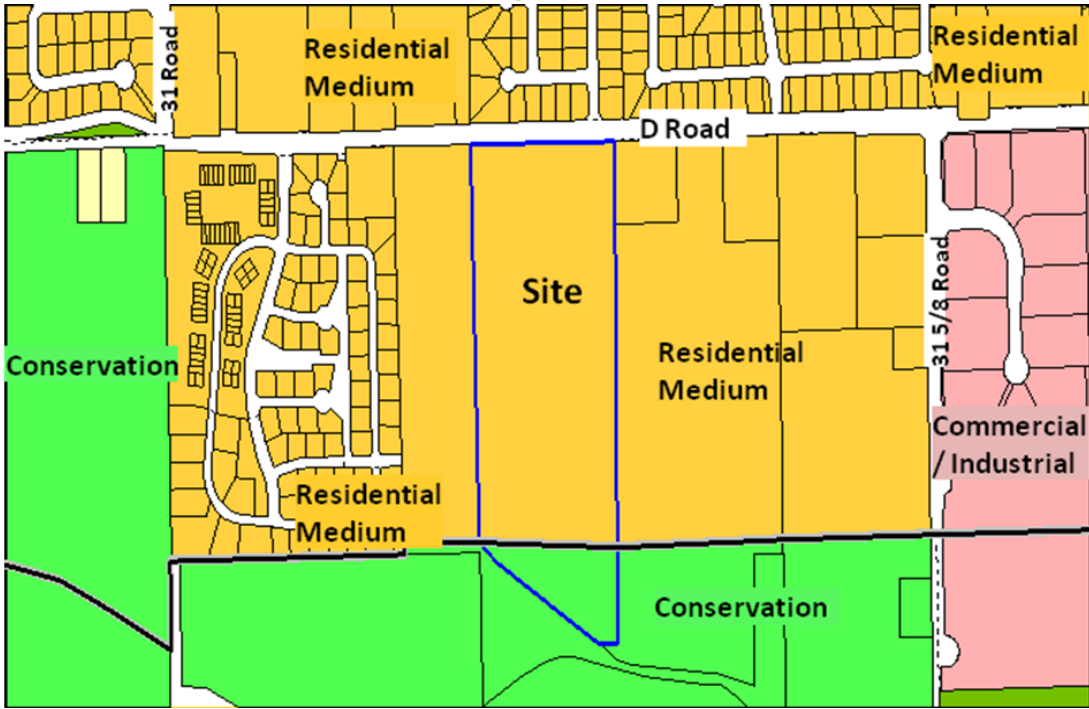
Aerial Photo Map

Figure 2



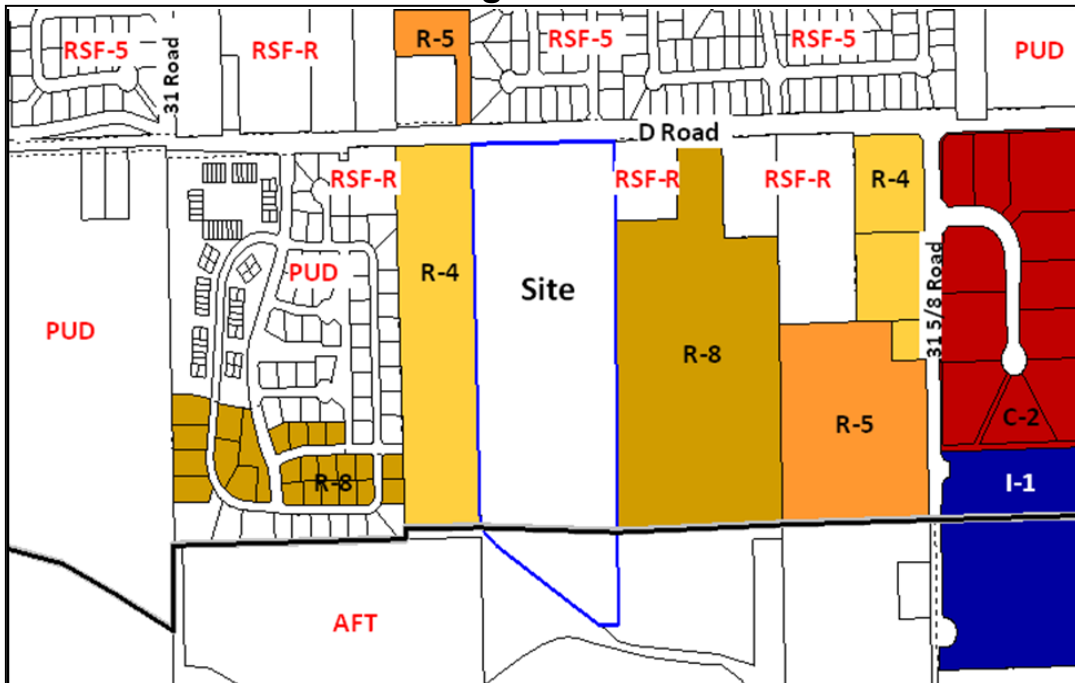
Future Land Use Map

Figure 3



Existing City and County Zoning

Figure 4



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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 17th of August, 2009, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

**A RESOLUTION REFERRING A PETITION TO CITY COUNCIL FOR THE
ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SETTING A HEARING ON SUCH ANNEXATION,
AND EXERCISING LAND USE CONTROL**

RQ ANNEXATION

LOCATED AT 3131 D ROAD

WHEREAS, on the 17th day of August, 2009, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

RQ ANNEXATION

A certain parcel of land located in the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 22, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 22 and assuming the North line of the NE 1/4 NW 1/4 of said Section 22 to bear S89°53'36"E with all bearings contained herein relative thereto; thence S00°13'57"W a distance of 30.00 feet along the West line of the NE 1/4 NW 1/4 of said Section 22 to the Point of Beginning; thence S89°53'36"E a distance of 602.17 feet along a line being 30.00 feet South of and parallel with the North line of the NE 1/4 NW 1/4 of said Section 22, said line also being the South line of Snidow Annexation No. 1, Ordinance No. 3344, City of Grand Junction; thence S00°13'57"W a distance of 1590.03 feet along the West line of River Trail Annexation, Ordinance No. 4023, City of Grand Junction; thence N89°53'45"W a distance of 83.41 feet; thence N57°27'33"W a distance of 598.24 feet; thence N42°32'44"W a distance of 19.34 feet to a point on the West line of the NE 1/4 NW 1/4 of said Section 22, said point also being the Southeast corner of Heron's Nest Annexation No. 2, Ordinance No. 4045, City of Grand Junction; thence N00°13'57"E along the West line of the NE 1/4 NW 1/4 of said Section 22 a distance of 1254.95 feet, said line also being the East line of said Heron's Nest Annexation No. 2 and also being the East line of Heron's Nest Annexation No. 1, Ordinance No. 4044, City of Grand Junction a distance of 1254.95 feet to the Point of Beginning.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 5th day of October, 2009, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 7:00 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Public Works and Planning Department of the City.

ADOPTED the _____ day of _____, 2009.

Attest:

President of the Council

City Clerk

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

City Clerk

DATES PUBLISHED
August 19, 2009
August 26, 2009
September 2, 2009
September 9, 2009

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

RQ ANNEXATION

APPROXIMATELY 20.02 ACRES

LOCATED AT 3131 D Road

WHEREAS, on the 17th day of August, 2009, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 5th day of October, 2009; and

WHEREAS, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

RQ ANNEXATION

A certain parcel of land located in the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 22, Township One South, Range One East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 22 and assuming the North line of the NE 1/4 NW 1/4 of said Section 22 to bear S89°53'36"E with all bearings contained herein relative thereto; thence S00°13'57"W a distance of 30.00 feet along the West line of the NE 1/4 NW 1/4 of said Section 22 to the Point of Beginning; thence S89°53'36"E a distance of 602.17 feet along a line being 30.00 feet South of and parallel with the North line of the NE 1/4 NW 1/4 of said Section 22, said line also being the South line of Snidow Annexation No. 1, Ordinance No. 3344, City of Grand Junction; thence

S00°13'57"W a distance of 1590.03 feet along the West line of River Trail Annexation, Ordinance No. 4023, City of Grand Junction; thence N89°53'45"W a distance of 83.41 feet; thence N57°27'33"W a distance of 598.24 feet; thence N42°32'44"W a distance of 19.34 feet to a point on the West line of the NE 1/4 NW 1/4 of said Section 22, said point also being the Southeast corner of Heron's Nest Annexation No. 2, Ordinance No. 4045, City of Grand Junction; thence N00°13'57"E along the West line of the NE 1/4 NW 1/4 of said Section 22 a distance of 1254.95 feet, said line also being the East line of said Heron's Nest Annexation No. 2 and also being the East line of Heron's Nest Annexation No. 1, Ordinance No. 4044, City of Grand Junction a distance of 1254.95 feet to the Point of Beginning.

CONTAINING 20.02 Acres (872,060 Sq. Ft.), more or less, as described

Be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the ____ day of _____, 2009 and ordered published.

ADOPTED on second reading the ____ day of _____, 2009.

Attest:

President of the Council

City Clerk



Attach 5
Setting a Hearing on Zoning the Maverik
Annexation
CITY COUNCIL AGENDA ITEM

Date: August 5, 2009
Author: Senta Costello
Title/ Phone Ext: Senior Planner
1442
Proposed Schedule: August 17,
2009
2nd Reading
(if applicable): August 31, 2009

Subject: Zoning the Maverik Annexation, Located at 2948 F Road and 603 29 1/2 Road
File # (if applicable): ANX-2009-023
Presenters Name & Title: Senta L. Costello – Senior Planner

Executive Summary:

Request to zone the 2.28 acre Maverik Annexation, located at 2948 F Road and 603 29 1/2 Road, to C-1 (Light Commercial) and R-4 (Residential 4 du/ac).

How this item relates to the draft Comprehensive Plan Goals and Policies:

This request meets Goal 3, Policy B, of the proposed Comprehensive Plan Goals and Policies by creating the opportunity for neighborhood commercial thus reducing the amount of trips generated for shopping and decreasing vehicle miles traveled.

Action Requested/Recommendation:

Introduce a Proposed Ordinance and Set a Public Hearing for August 31, 2009.

Board or Committee Recommendation:

At the July 28, 2009 hearing, the Planning Commission recommended that the City Council approve a B-1 (Neighborhood Business) zone for the southern 1.48 acres and a R-4 (Residential 4 du/ac) zone for the northern 0.79 acres finding that the B-1 and R-4 zones are consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

Background, Analysis and Options:

See attached.

Financial Impact/Budget:

N/A

Legal issues:

None

Other issues:

The Planning Commission recommended denial of the requested C-1 zone for the southern 1.48 acres.

Section 2.18 F states: that all recommendations, including recommendations of denial, which the Planning Commission makes to the City Council (i.e., the Planning Commission is not the final decision-maker) shall be heard by the City Council without necessity of Appeal. The applicant may withdraw in writing an application that has been heard by the Planning Commission and recommended for denial. Such hearings shall be de novo before the Council. An affirmative vote of five (5) members of the City Council shall be required to approve rezones and Growth Plan Amendments recommended for denial by the Planning 58 Commission. Procedural requirements provided elsewhere in this Code shall be applicable.

Therefore the City Council would need a motion and an affirmative vote of at least five members to zone the property C-1.

Previously presented or discussed:

The City Council took land use jurisdiction of these properties on June 15, 2009 and approved a Growth Plan Amendment on July 13, 2009.

Attachments:

Staff Report/Background Information
Annexation - Site Location Map / Aerial Photo Map
Future Land Use Map / Existing City and County Zoning Map
Correspondence from neighbors
Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION			
Location:	2948 F Road and 603 29 1/2 Road		
Applicants:	Owners: Tina Million, Glenn Lorton Jr., George & Verna Halstead Developer/Representative: Maverik, Inc – Don Lilyquist		
Existing Land Use:	Single Family Residential		
Proposed Land Use:	Single Family Residential / Commercial		
Surrounding Land Use:	North	Single Family Residential	
	South	Convenience store, Single Family Residential	
	East	Single Family Residential	
	West	Vacant residential	
Existing Zoning:	County RSF-4 (Residential Single Family 4 du/ac)		
Proposed Zoning:	City C-1 (Light Commercial)/R-4 (Residential 4 du/ac)		
Surrounding Zoning:	North	County RSF-4 (Residential Single Family 4 du/ac)	
	South	County RSF-4 (Residential Single Family 4 du/ac) / City B-1 (Neighborhood Business)	
	East	County RMF-5 (Residential Multi-family 5 du/ac)	
	West	County RSF-4 (Residential Single Family 4 du/ac)	
Growth Plan Designation:	Residential Medium 4-8 du/ac		
Zoning within density range?	X	Yes	No

Staff Analysis:

Zone of Annexation: The requested zone of annexation to the C-1 (Light Commercial), or the recommended B-1 (Neighborhood Business), and the R-4 (Residential 4 du/ac) zone districts are consistent with the Growth Plan designation of Commercial and Residential Medium 4-8 du/ac. The existing County zoning is RSF-4 (Residential Single Family 4 du/ac). Section 2.14 of the Zoning and Development Code, states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6.A.3 and 4 as follows:

- The proposed zone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations.

Applicant's Response: Policy 1.6 of the City's Growth Plan provides that the City and County may permit the development of limited neighborhood service and retail uses within an area planned for residential land use categories. The Growth Plan also states that mixed commercial and residential will be encouraged in some areas. Maverik feels that through the permitting process, it meets all of the requirements of the City's Growth Plan and other City regulations. Since there is an existing convenience store across Patterson, we feel that our intended use is compatible with the neighborhood and with the high quality building materials, aesthetic design of the building, the erection of a privacy fence between the commercial use and residential use, and the enhanced landscaping, Maverik will beautify and improve the appearance of an otherwise blighted area of the neighborhood.

Staff's Response: Traffic volumes along F Road have steadily increased since the adoption of the current residential designation. Higher traffic volumes lower the desirability for residential uses directly abutting the high volume right-of-way. A transitional commercial use would help buffer residential uses located further north along 29 1/2 Road. While both the C-1 and B-1 zone districts conform to the Growth Plan, the staff recommended B-1 zone district furthers the compatibility with the neighborhood by reducing the hours of operation which minimizes commercial impacts (i.e. noise, light, odors) on the residential neighborhood.

- Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;

Applicant's Response: Our engineer has confirmed that there are adequate public facilities and services available within close proximity of the property to serve the development and provide all necessary services.

Staff's Response: A 12" Ute water line, 12" sanitary sewer line, and 36" storm sewer line exists in F Road adjacent the subject property; a 4" Ute water line and an 8" sanitary sewer line are located in 29 1/2 Road.

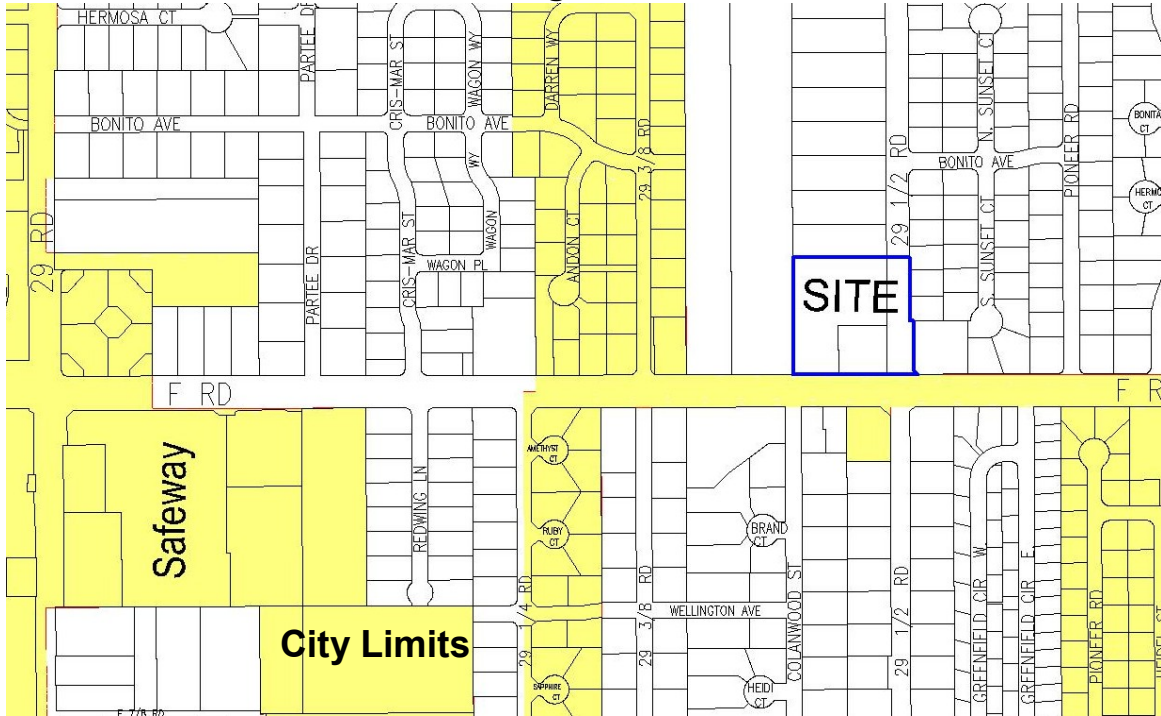
Alternatives: In addition to the zoning that the petitioner has requested, the following zone districts would also be consistent with the Growth Plan designation for the subject property.

- a. R-O (Residential – Office)
- b. B-2 (Downtown Business)
- c. C-2 (General Commercial)

If the City Council chooses to recommend one of the alternative zone designations, specific alternative findings must be made.

Annexation/Site Location Map

Figure 1



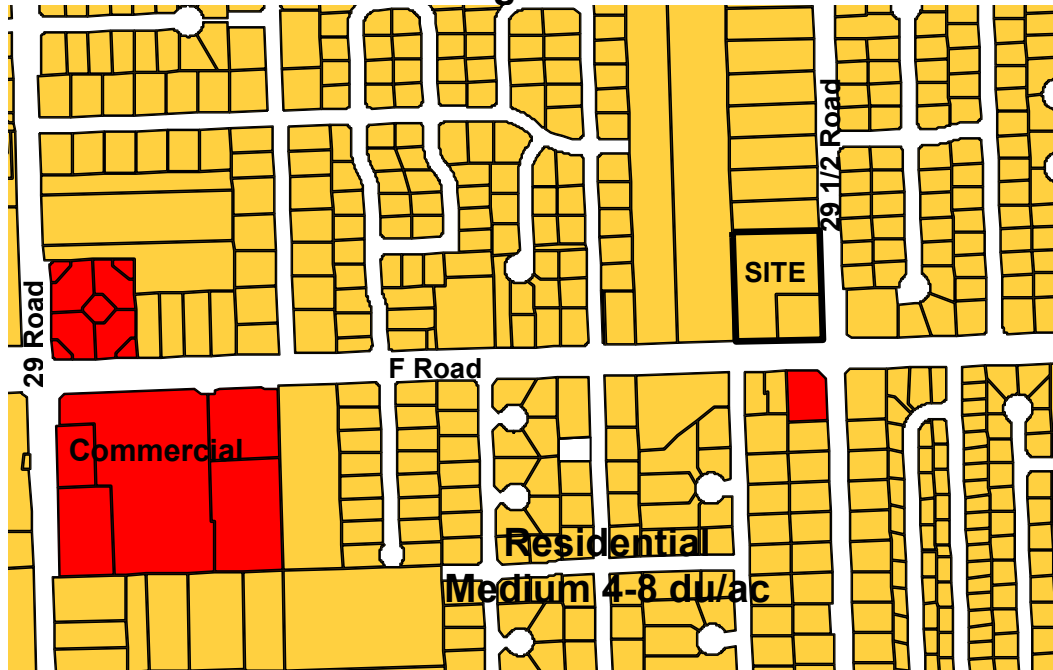
Aerial Photo Map

Figure 2



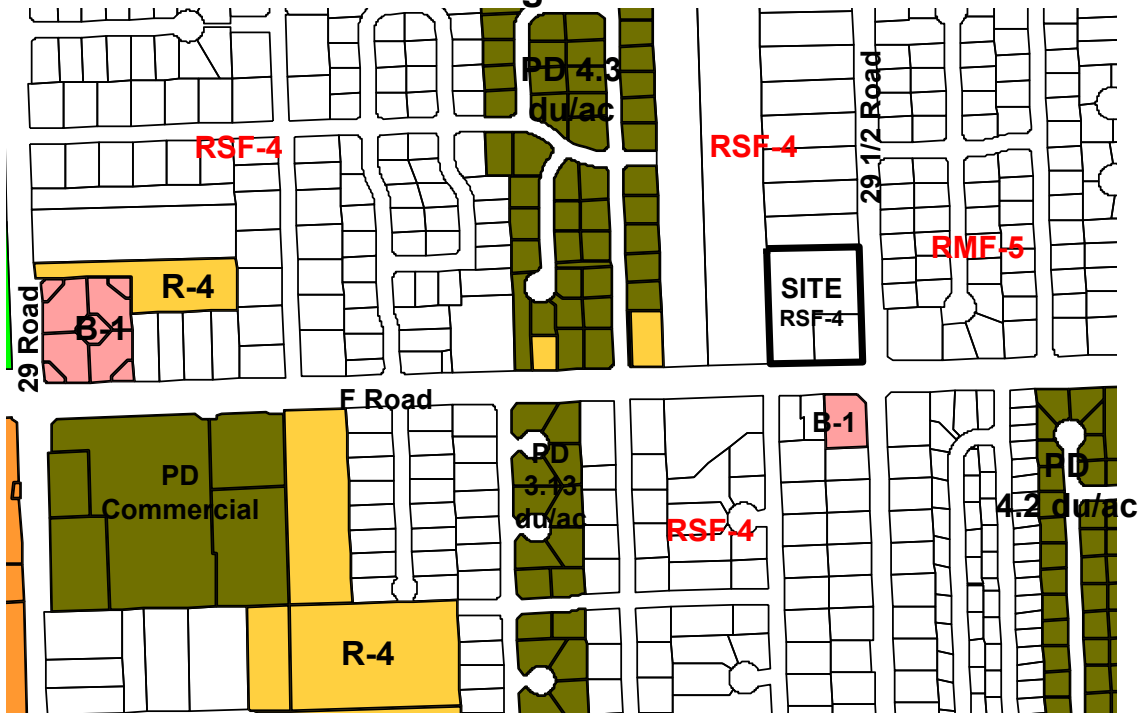
Future Land Use Map

Figure 3



Existing City and County Zoning Map

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

Grand Junction Planning and Zoning Dept.

Dear City of Grand Junction:

As the owners of the property at 609 29 ½ rd, we are asking that you do not re-zone the property on the corner of 29 ½ rd & Patterson to commercial. Thereby denying the proposed gas station/convenient store commercial establishment from being built at this location. As our home and at least six other homes within 400 feet of the proposed gas/convenient store, not to mention all the homes within a thousand feet, will lose a great number of potential buyers for our homes, if we ever decide to sell. The proprietors of the proposed establishment will probably tell you that their establishment will not affect the real estate market in the area. But you have to ask yourself, would you want to purchase a home that close to a convenient store?

There will also be an increased number of traffic accidents in the area; because of the volume of traffic, and the increased number of vehicles pulling in and out of the proposed gas station. Not only that, but the amount of crime in the area will also increase. If you ask any employee who works the graveyard shift at a 24 hour convenient store, they will all tell you that the majority of customers visiting a convenient store during the odd hours of the night are generally not outstanding citizens in the community. And if the proposed convenient store was built there would be people like that, loitering around our homes at all hours of the night.

This proposed convenient store is not needed. This is a residential area of Patterson, and there are already three gas station/convenient stores within a half mile of the proposed location, not to mention a Grocery Store. There is nowhere else in the city of Grand Junction, that these kinds of establishments are clustered in such close proximity. Therefore, there really is no good reason for building another gas station/convenient store in this area. And the consequences of building another one far outweigh the benefits.

We ask that you put yourselves in our shoes, and see it from our perspective. If the property is re-zoned to commercial; our home values will drop, we will have to deal with the noise, lights, gas smells, loiterers, and a whole wave of other issues that would come about if the establishment was built within this residential area.

Dean Rogers
Kim Rogers

Grand Junction Planning and Zoning Dept.

Dear Sir:

Please be advised that Mr. Herman Buser and Mr. Colin Gilmore, owners of the property and home at 610 29 ½ Road, Parcel Number 2924-054-36-005, are against the rezoning of the residential property at the corner of 29 ½ Road and Patterson Road for commercial use.

Over the years the traffic on 29 ½ Road has increased as has the traffic on Patterson Road, especially during the evening and night times to such extent that there is continual noise at all hours.

Having a fueling station and food market will surely increase the traffic and noise and decrease home values. We see little justification for adding this facility at this location as the same services are available just across the street.

Thank you in advance for your consideration


Herman Buser


Colin Gilmore

City of Grand Junction
Public Works & Planning Department
Planning Division
250 North 5th Street
Grand Junction, CO 81501

BACKGROUND:

Maverik County Stores, INC. has submitted a development application to the City of Grand Junction to construct a 24- hour convenience store and 24-hour gas station on the Northwest corner of Patterson Road and 29 ½ Road and rezone the property from R-4 (Residential 4 du/ac) to C-1 (Light Commercial).

PETITION:

We want the City of Grand Junction to deny the application and protect the residential uses, our property values and the safety of our neighborhood because:

1. The project expands an already busy commercial use area by adding a 4th Convenience Store/Gasoline Station within a 1075 foot radius and staying open 24 hours a day.
2. A convenience store will not serve the residents of the area but rather "The motoring public".
3. A 24 hour facility will increase the possibility of crime in the area.
4. The business would increase the noise, lighting and traffic into the bedtime hours and potentially create a public nuisance.
5. The residents of the area and public are already well served by 3 gasoline stations and 3 convenience/grocery stores. And are all located within a half mile of the site.
6. Adding a convenience store/gasoline station at an intersection where one already exists encourages loiters, unsafe activity and litter.
7. The business will decrease the residential property values in the immediate area.
8. Restore public confidence that government is for the people and by the people.

SIGN THE PETITION

Name	Address	Date
Jim ROGERS	6009 29 1/2 RD.	2-21-09
Bladys Beals	2953 Bonito Ln	2-21-09
Mate Hoover	2954 Bonito Ln	2-21-09
Nehora Hoover	2954 Bonito Ln.	2-21-09
Thom (K) Bauckard	621 N. Sunset Ct -	2-21-09
Ed & Tamara Shaden	624 N. Sunset Ct.	2-21-09
J. H.	622 N. Sunset Ct.	2-21-09
Iris Miller	619 1/2 N. Sunset Ct -	2-21-09
Rezanna Alba	618 1/2 N Sunset Ct	2-21-09

City of Grand Junction
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Planning Division
250 North 5th Street
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Name	Address	Date
<u>William S. Charles</u>	<u>618 N. Sunset</u>	<u>2/21/09</u>
<u>Eleanor Martin</u>	<u>2956 Bonito Ln.</u>	<u>2/21/09</u>
<u>Gordon Weaver</u>	<u>2957 Bonito Ln</u>	<u>2/21/09</u>
<u>Edward Markuson</u>	<u>611, 29 ½ Rd</u>	<u>2/21/09</u>
<u>Dean Rogers</u>	<u>609 29 ½ RD</u>	<u>2/28/09</u>
<u>Miguel Torres</u>	<u>608 29 ½ RD</u>	<u>2/28/09</u>
<u>J. Charbonneau</u>	<u>605 S. Sunset</u>	<u>2/28/09</u>
<u>Diana S Nikkari</u>	<u>603 S Sunset Ct</u>	<u>2-28-09</u>
<u>Darrell Christensen</u>	<u>601 S. SUNSET CT</u>	<u>2-28-09</u>

City of Grand Junction
 Public Works & Planning Department
 Planning Division
 250 North 5th Street
 Grand Junction, CO 81501

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SIGN THE PETITION

Name	Address	Date
David Vigil	606 29½	2/20/09
Christine Angello	604 29½	2/20/09
Tim Richardson	602 29½	2/20/09
Barbara P. P. P.	613 29½	2-20-09
John Carl	619 29½	2/20/09
Steve Dibble	624 29½	2/20/09
Wayne Sumner	622 29½	2-20-09
Jane Atkinson	650 29½ Rd	2-20-09
[Signature]	2963 cedar pl	2-20-09

City of Grand Junction
Public Works & Planning Department
Planning Division
250 North 5th Street
Grand Junction, CO 81501

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SIGN THE PETITION

Name	Address	Date
Dan Waddell	602 S. Sunset Ct	2-28-09
Janet Waddell	602 S. Sunset Ct.	2-28-09
Daniel Booth	604 S. Sunset Ct.	2/28/09
Ron O'Hare	610 S Sunset Ct	2/28/09
Karen O'Hare	610 S sunset ct	2/28/09
Greg O'Hare	612 S. sunset Ct	2-22-09

To: Grand Junction Planning Commission

Re: GPA-2009-023 Maverick Growth Plan Amendment

Hi, my name is Joni McKelvey. I have lived at 615 29½ Rd. since 1985. I have also lived at 603 29½ Rd. (previously known as 2944 F Rd.), where I grew up living with my dad and siblings, until my dad passed away in 1975. After his death, the Hortons (Glenn & Audrey) along with the Millions (Linda (Audrey) & Robert) purchased the land from my grandparents, Elton & Lona Taylor. By a twist of fate, Linda & Bob Million also became the guardians and parents of my sister Toni and I. After the Hortons passed, the land was left to Linda, and her brother Glenn, who then sold it to my sister, Tina Million. Although I love the shabby little corner of F & 29½ Rd. because it holds so many memories, I also know that change is imminent and also very needed for the safety of this neighborhood. The little white house, that has become a shack for parties and homeless people (previously owned by Jean & Earl Hoover), at 2948 F Rd., is unsafe and an eyesore. The overgrowth of the field at 603 F Rd. could also be better served as the light commercial and partially residential area that is proposed.

As stated previously, I am, and plan to continue to be a long time resident of this neighborhood. In spite of my relationship with Linda, Bob, & Tina, I feel the development proposed would benefit the neighborhood. Tina will move to a more suitable residence to raise her family regardless of the pending sale of the property, which would only open up a larger area for potential undesirable activity. I apologize for the late admission of this letter, but in my attempt to remain neutral, I have also neglected my right to voice an opinion. Therefore please consider the absence of my signature on the petition against the development, as a proponent for the development approval.

Sincerely,

Joni McKelvey 6-24-09
615 29 1/2 Rd
970-260-2885

Joni McKelvey 6-24-09
615 29 1/2 Rd
970-260-2885

I would like to voice my opposition to the C-1 zoning change for the Maverik annexation on the corner of 29 1/2 & F Rd. My concerns are the increased amount of traffic in our residential neighborhood as well as the increased crime possibilities and the lowering of the property values with 24 hour convenience business due to the traffic and lighting. At this time there is a convenience store across the street from the proposed location and one on the corner of 29 & F Rd. That is two within a half of a mile. I feel that it would be a better fit to have as low of an impact zoning as possible. We do not need F Road to be another Colfax Ave with that type of convenience business on every corner.

I appreciate the fact that everybody has the right to do what they want with their property, but this is going to impact a lot of people.

Sincerely,

Marilyn Laisle
2958 Bonito Lane
Grand Junction, CO 81504

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE MAVERIK ANNEXATION
TO C-1 (LIGHT COMMERCIAL) AND R-4 (RESIDENTIAL 4 DU/AC)**

LOCATED AT 2948 F ROAD AND 603 29 1/2 ROAD

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 Maverik Annexation to the C-1 (Light Commercial) and R-4 (Residential 4 du/ac) zone districts finding that it conforms with the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the C-1 (Light Commercial) and R-4 (Residential 4 du/ac) zone districts are in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

MAVERIK ANNEXATION

The following property be zoned C-1 (Light Commercial):

A certain parcel of land lying in the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 5, Township 1 South, Range 1 East of the Ute Principal Meridian, being more particularly described as follows:

COMMENCING at the Southeast corner of the SE 1/4 SW 1/4 of said Section 5 and assuming the East line of the SE 1/4 SW 1/4 of said Section 5 bears N 00°12'26" W with all other bearings contained herein being referenced thereto; thence from said Point of Commencement, S 89°58'56" W along the South line of the SE 1/4 SW 1/4 of said Section 5, a distance of 40.00 feet; thence N 00°12'26" W along a line 40.00 feet West of and parallel to the East line of the SE 1/4 SW 1/4 of said Section 5, a distance of 50.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 89°58'56" W along a line 50.00 feet North of and parallel to the South line of the SE 1/4

SW 1/4 of said Section 5, a distance of 290.40 feet; thence N 00°11'39" W a distance of 221.04 feet; thence S 89°47'35" W a distance of 290.35 feet; thence S 00°12'26" E along a line 40.00 feet West of and parallel to, the East line of the SE 1/4 SW 1/4, a distance of 222.00 feet, more or less, to the Point of Beginning. Also known as Lot 1, Maverik 2 Subdivision.

CONTAINING 64,323 Square Feet or 1.48 Acres, more or less, as described.

The following property be zoned R-4 (Residential 4 du/ac):

A certain parcel of land lying in the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 5, Township 1 South, Range 1 East of the Ute Principal Meridian, being more particularly described as follows:

COMMENCING at the Southeast corner of the SE 1/4 SW 1/4 of said Section 5 and assuming the East line of the SE 1/4 SW 1/4 of said Section 5 bears N 00°12'26" W with all other bearings contained herein being referenced thereto; thence from said Point of Commencement, S 89°58'56" W along the South line of the SE 1/4 SW 1/4 of said Section 5, a distance of 40.00 feet; thence N 00°12'26" W along a line 40.00 feet West of and parallel to the East line of the SE 1/4 SW 1/4 of said Section 5, a distance of 272.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 89°47'35" W a distance of 290.35 feet; thence N 00°11'39" W a distance of 119.62 feet; thence N 89°58'56" E a distance of 290.32 feet; thence S 00°12'26" E along a line 40.00 feet West of and parallel to, the East line of the SE 1/4 SW 1/4, a distance of 118.66 feet, more or less, to the Point of Beginning. Also known as Lot 2, Maverik 2 Subdivision.

CONTAINING 34,591 Square Feet or 0.79 Acres, more or less, as described.

INTRODUCED on first reading the _____ day of _____, 2009 and ordered published.

ADOPTED on second reading the _____ day of _____, 2009.

ATTEST:

President of the Council

City Clerk



Date: August 6, 2009

Author: Kathy Portner

Title/ Phone Ext: 1420

Proposed Schedule: August 17, 2009

Attach 6
Setting a Hearing on the Strategic Downtown Master Plan, Overlay Zone, 7th Street Historic District PD Zone
CITY COUNCIL AGENDA ITEM

Subject: Strategic Downtown Master Plan, Strategic Downtown Master Plan Zoning Overlay and North 7 th Street Residential Historic District Zoning Overlay
File # (if applicable): NA
Presenters Name & Title: Heidi Hoffman Ham, DDA Executive Director Kathy Portner, Neighborhood Services Manager

Executive Summary:

The Strategic Downtown Master Plan was developed through a public process involving a steering committee of interested downtown merchants, property owners, and policy makers during 2007-2008. Recognizing that a strong downtown core supports the economic and community development of an entire region, the goal of the plan was to quantify current conditions, identify opportunities, and recommend specific actions for the decision-makers of the Downtown Partnership and the City of Grand Junction. The primary implementation strategy is through an overlay zone and amending the 7th Street Historic District Planned Development zoning ordinance.

How this item relates to the draft Comprehensive Plan Goals and Policies:

The Downtown Plan has been integrated into the Comprehensive Planning process and provides a more detailed strategy for the original square mile. It supports the following draft Comprehensive Plan goals and policies:

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.

- The City and County will support the vision and implement the goals and actions of the Downtown Strategic Plan.

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.

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

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

- Construct streets in the City Center, Village Centers, and Neighborhood Centers to include enhanced pedestrian amenities.
- Encourage the revitalization of existing commercial and industrial areas.

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

Action Requested/Recommendation:

Introduce proposed ordinances and set a public hearing for adoption of the Strategic Downtown Master Plan (by resolution), Strategic Downtown Master Plan Zoning Overlay and North 7th Street Residential Historic District Zoning Overlay for September 14, 2009.

Board or Committee Recommendation:

The Downtown Development Authority Board adopted the Strategic Downtown Master Plan in December, 2008.

The Grand Junction Historic Preservation Board, on August 11, 2009, made a motion indicating the Board's ability and willingness to review proposals in the 7th Street Historic District and finding that the North 7th Street Residential Historic District Zoning Overlay provides the guidance and tools necessary to do the review.

Financial Impact/Budget:

The Strategic Downtown Master Plan was budgeted and paid for in the 2007 and 2008 budgets of DDA and the City.

Legal issues:

The proposed Ordinance serves to amend Ordinance 2211, which zoned Lots 11 through 21, inclusive, Block 39; Lots 1 through 11, inclusive, Block 40; Lots 1 through 10, inclusive, Block 49; Lots 11 through 21, inclusive, Block 50; Lots 11 through 20, inclusive, Block 61; Lots 1 through 10, inclusive, Block 62; Lots 1 through 11, inclusive, Block 71; Lots 11 through 21, inclusive Block 72; Lots 11 through 13, inclusive, Block 83; Lots 14 through 16, inclusive, Block 83 and all of Block 84, City of Grand Junction, Section 14 1s 1W except the right-of-way in the northwest corner, to PR-8. The proposed Ordinance also serves to amend the Zoning and Development Code to establish design standards and guidelines. Both Ordinances will be set for second reading and public hearing on September 14, 2009.

Other issues: NA

Previously presented or discussed:

In February of this year, the Strategic Plan was presented to the City Council. Direction was given to clarify the subareas and the implementation steps. In March, a neighborhood meeting was held to gather additional input from residents and in June a meeting was held to discuss the issues specific to the 7th Street Historic District. Input from those meetings was considered in developing the Overlay Zone.

Background, Analysis and Options:

Since the establishment of the “Original Square Mile” in 1881, the heart of the Grand Junction community has been Downtown. Operation Foresight in the early 1960’s put the downtown shopping park on the map for its innovative serpentine street layout and inviting atmosphere. The 2008 Strategic Downtown Master Plan process builds on this long history of vision and progress by charting a course for future development of retail, residential, institutional, lodging, meeting, and community spaces in this jewel of the Grand Valley. The goals and actions of this Plan are complementary and consistent with the aims of the Comprehensive Plan and previous planning efforts and support the vibrant historic setting as well as the economic, cultural, and social vitality of the Downtown. It was accepted and approved by the DDA Board in December 2008.

A key goal identified in the Strategic Plan is to protect the existing residential neighborhoods and historic structures and districts. The implementation strategy proposed is through the use of overlay zones to address the unique attributes of the various areas. In addition, the Downtown Strategic Plan supports two projects currently underway, the Main Street Uplift and the City Center Catalyst Project.

The Strategic Plan and Overlay Zone establish separate and distinct areas within the original square mile. The Central Business District (CBD) encompasses the heart of the downtown retail and service area. The Transitional Area includes properties adjacent to the residential core that are currently zoned and/or used for non-residential uses. The CBD North includes the City Center Catalyst Project three blocks, as well as additional properties along Grand Avenue. The Residential Core includes the well established neighborhoods, generally north of Grand Avenue between 2nd Street and 7th Street and north of Colorado between 7th Street and 12th Street. The 7th Street Historic District includes all the properties listed in the National Register of Historic Places in 1984.

Attachments:

Grand Junction Strategic Downtown Master Plan

Ordinance adopting the Strategic Downtown Master Plan Zoning Overlay (which is attached)

Ordinance adopting the North 7th Street Residential Historic District Zoning Overlay (which is attached)



Grand Junction, Colorado

A Strategic Downtown Master Plan

“Readying the Environment for Investment”

Prepared for:
Downtown Grand Junction (DDA)

And
City of Grand Junction, Colorado

Prepared by:
 **LELAND CONSULTING GROUP**

Together with:
Parks and Gardens
DHM Design
Thira, Inc.
Drexel, Barrell & Co.



Vision for Downtown Grand Junction

“Downtown Grand Junction will be the principal center for economic, entertainment and meeting activity in the community and region. Together with other locations in the region, the Downtown will be a receiving ground for the region’s growth. Uses will include a mix of commercial, residential, institutional, lodging, meeting and public spaces. Historic elements and the Downtown’s unique character will be evident in private investment and the public realm. The Downtown

transportation network will connect to the region and support internal neighborhoods, shopping and activity districts.

Infrastructure will be financed through shared funding mechanisms, proactively phased and strategically located to leverage private investment.

Green treatments will enhance employment and commercial concentrations, neighborhoods and streets. Design standards will be more progressive than other areas of the community, and will be guided by distinct guidelines and standards.

Community marketing and promotion efforts will be aggressive and proactive,

targeting users which advance sustainability and Smart Growth principles.”

Overview

The Study Area, known as “The Original Square Mile,” is bound by 1st and 12th Streets, North Avenue and South Avenue, located in the south central portion of the City. The Area benefits from a number of characteristics that make it appropriate for development of retail, office, residential, institutional and community uses, including:

- On average, urban residents spend a greater percentage of their household income on retail expenditures, particularly on items such as apparel and food away from home. This indicates an opportunity for additional specialty retail and entertainment space in the Study Area.



- Downtown housing has been and is expected to continue to increase in density with smaller households comprised of young and old, and moderate and lower-income residents. However, with a growing concentration of middle-aged, moderate- to high-income households in the City as a whole, there is an opportunity for Downtown to attract a more diverse, higher-income resident base. The entirety of Grand Junction (urban and fringe) faces a growing shortage of quality affordable housing for its very low- and moderate-income residents, as well as working-wage families. At the onset of the planning process, participants emphasized the need for a set of strategies tailored specifically to the housing challenges present within the Original Square Mile.

- Downtown commercial vacancy and

rental rates are approaching levels required to support new development and/or redevelopment. However, “seed” money will likely be necessary to leverage private investment in projects that will catalyze reinvestment activity throughout the Study Area.

- Among the higher growth employment sectors in the county are service industries often consisting of small businesses. This represents an opportunity for Downtown to develop not only additional live/work units, but also to promote the adaptive re-use of historically-significant buildings and less traditional spaces including former church facilities.

- Forecasts indicate that more than 1.0 million square feet of employment space (office), more than 1.6 million square feet of retail space and nearly 1,100

residential units could be absorbed in the market over the next ten years, from which the Study Area could benefit. The degree to which Downtown is able to capture new demand within the Trade Area (and beyond) will be a function of the redevelopment process itself. Redeveloping key catalyst areas as residential, retail, employment and community destinations will necessarily increase its ability to capture not only a greater share of Trade Area demand, but also to reach beyond those boundaries.

Principles

A critical component of the implementation of the Downtown Strategy was identification of specific actions and clarification of roles and responsibilities. The range of actions presented and identified to move the Plan forward were selected based on a foundation of guiding principles which, while general in nature, were considered responsive to



prevailing conditions, market opportunities, catalyst concepts, framework elements, and stakeholder input. The principles are listed and described in greater detail below.

1) Downtown is One Sub-Market that Competes with the Fringe

Downtown is one sub-market, with several districts, that competes with other sub-markets in Grand Junction. The downtown environment, while presenting tremendous opportunity for investment in a setting uniquely positioned to offer both heart and history, carries with it certain limitations, particularly for land-intensive non-destination-oriented land uses. Development costs are generally higher while project revenues are generally lower. Several market sectors, however, not only survive, but also thrive in a downtown setting. Recognize the obstacles associated with downtown

development and encourage regulatory and financial solutions including public subsidies and creative financing mechanisms.

2) Downtown Must be Market-Responsive

As noted, Downtown is a competitive sub-market within the Grand Junction market. As such, the Downtown environment must be responsive to changing conditions, with implementation tools and mechanisms in place to both offset competitive disadvantages and capitalize on competitive assets. Implementation of this Plan should include continually monitoring market conditions and distributing this information to a broad audience including developers, business and property owners, lenders, city staff, elected and appointed officials and other members of the delivery system.

3) Downtown Infrastructure Must be Protected and Retained

“Infrastructure” as it is referred to here includes physical features (parks and open space, public improvements), service organizations (churches, schools, government offices), a mix of employers (retail, service, government – large and small users), historic residential neighborhoods and community attitudes toward Downtown. Unlike many communities across the country, Downtown Grand Junction’s existing infrastructure is more than sufficient to promote itself as a downtown neighborhood. These assets, which provide the impetus for investment, need to be protected and promoted. All too often, communities focus efforts on the attraction of new businesses and developments rather than on preserving and expanding its existing inventory.



4) Downtown Must be Greater than the Sum of its Parts

The synergy created by the mix and density of land uses in a downtown environment is unique. Within this environment, businesses, residents and visitors are attracted to the high concentration of activity occurring throughout the day and evening. To foster this level of activity and synergy, niche strategies must be formulated to strengthen and link the various individual land uses and infrastructure elements currently existing. As new projects are introduced, careful consideration should be given to their ability to further strengthen these linkages.

5) Downtown's "Tool Bag" Must Have Many Tools

As Downtown competes in the local and regional marketplaces, its "tool bag" must contain a variety of strategies and

mechanisms to attract investment. These tools can be financial (grants, loan programs, etc.), physical (infrastructure investment), market (planning/feasibility assistance), or organizational (Partnership, BID) in nature. They can be used independently or in various combinations. Given the obstacles associated with downtown development, it is imperative that whatever mix of tools is put in place it be comprehensive, flexible and creative.

6) Public Investment Must Leverage Private Investment

Historically, the planning, financing and implementation of projects in the downtown market were the primary responsibility of public sector entities. The City and the DDA were understood to have the largest and longest term interest and responsibility for downtown, which led to one or the other taking the obvious lead in any revitalization

or investment effort. It was also understood to be the logical conduit for local, regional, state and federal funding sources. However, while the public sector continues to play a significant role in most downtown efforts, a critical component to the success of any revitalization strategy today is participation by both the public and private sectors. Leveraging of resources is key, as no one entity, either public or private, has sufficient resources alone to sustain a long-term downtown improvement effort.

7) Public Policy Must Support Downtown Development

Experience has proven that main street or downtown development will best succeed if regional growth management programs reward efficient development patterns. If growth is allowed to occur in a land extensive, inefficient way that effectively subsidizes lower densities, main street



development will operate at a competitive disadvantage. Given the City's existing land use patterns, Downtown Grand Junction is susceptible to continued dilution of its role as the community's central business and shopping district.

8) Solutions Must Be Holistic

No single project will recreate a downtown. Rather, it is a series of projects occurring simultaneously over time which create excitement and capture the interest of potential investment partners. Just as the barriers to investment are multi-faceted, so too must the solutions be. Some communities consider adoption of governing regulations as the sole strategy to encourage reinvestment (tools such as comprehensive plans, zoning ordinances, planned unit development ordinances, design review/overlay regulations, and the like). While these regulations are necessary, they

are only the beginning of the implementation process. Solutions need to be more comprehensive in scope and include considerably more than just design for a regulatory framework.

9) Public-Private Partnerships are Essential

Under any investment strategy, local government needs to have strong involvement, a visible presence, perhaps be the entity that provides continuing leadership, and always provide regulatory incentives and seed capital for early projects. Not only does government have the legal responsibility to address many of the implementation components, but it is also the logical conduit to local, regional, state and federal funding sources.

Strategies

The national trend of stagnating and declining downtowns is evident not just in Colorado, but throughout the United States. Facing increasing competition from development on the "fringe," Downtown Grand Junction could experience a decline in commercial property values and market share unless specific actions are taken. Together, the public and private sectors face the challenge of maintaining Downtown and the Study Area. The leadership of the Downtown Partnership and the City recognize that infill, particularly Downtown, are at a distinct economic, social and market disadvantage compared to vacant greenfield sites. To that end, it is their responsibility to level the investment and regulatory playing fields. Private investment alone will not fill the financial gap; development will simply move elsewhere.



Goals and Actions

Goal: Maintain and enhance the economic, cultural and social vitality of the Downtown Original Square Mile.

Actions:

- Maintain and expand public amenities and services in Downtown
- Implement infill and redevelopment policies that support downtown
- Encourage a wide mix of uses, offering retail and commercial services along street level and business/office/residential on upper floors
- Monitor market conditions and actively promote vitality of Downtown locations
- Continue to support and expand Art-on-the-Corner
- Continue to support and expand the cultural offerings downtown, including theaters, museums and festivals
- Enhance and preserve Whitman and Emerson Parks to encourage use by the community

Goal: Promote downtown living by providing a wide range of housing opportunities in the Study Area.

Actions:

- Support a regional housing strategy with an emphasis on infill, downtown housing
- Educate developers about resources available for delivery of affordable units
- Amend zoning and building codes to accommodate vertical mixed-use development
- Educate local appraisers and real estate and financial institutions on valuing/under-writing mixed-use projects

Goal: Enhance the transportation system to accommodate automobiles, bikes and pedestrians, and provide adequate, convenient parking.

Actions:

- Partner in investments for public right-of-way improvements
- Encourage pedestrian movement through good design, safe crossings, and identifiable connections
- Reconfigure public thoroughfares to provide safe multi-modal transportation

- Advance and fund the Ute/Pitkin realignment to the south
- Manage vehicular traffic in high pedestrian areas
- Incorporate bike routes on all residential streets that connect to the commercial core
- Prepare a long-term parking plan to maximize shared parking facilities
- Modify the codes to limit the establishment of private parking lots and find ways to fund public parking in the downtown area

Goal: Stabilize and enhance the historic residential neighborhoods.

Actions:

- Discourage further encroachment of non-residential uses into the established residential neighborhoods
- Establish design standards for the transitional areas to include larger setbacks, detached sidewalks, appropriate building heights, and pedestrian-friendly features along the street
- Work with local lenders to offer low-interest rehabilitation loans for upgrades



- Establish a disbursement policy for service organizations
- Establish a replacement housing policy for loss of affordable units due to redevelopment initiatives
- Explore the options of a city-wide housing policy to address a variety of enforcement issues
- Promote the establishment of neighborhood watch and neighborhood organizations
- Explore adoption of a model blocks program

Goal: Establish and promote a unique identity for the Downtown Area

Actions:

- Advance a façade improvement program to preserve historic character and structures
- Develop a set of guidelines to address streetscape, landscape, building and façade design, as well as signage and parking standards specific to downtown
- Enhance the aesthetic appeal of the area through gateway improvements
- Identify and promote designation of historic structures

- Develop a public signage palette with varying sizes, poles and ornamentation, colors, fonts and logos

Goal: Jump-start the revitalization and reinvestment in the downtown area with strategic catalyst projects (see Appendix A)

Actions:

- Plan and budget for strategic property acquisition for future development
- Identify locations for and promote the concepts of catalyst projects, including Public Building/Housing/Mixed-Use, Live/Work Units, Mixed-Use Retail/Residential, and Mixed-Use Retail/Office

Conclusions

Successful implementation of the Strategic Downtown Master Plan will depend on committed leadership from the public and private sectors. So that it won't be vulnerable to the failure of one project, many projects should always be underway at any given

time, and a wide variety of stakeholders involved. Success will also be dependent on removing barriers to investment; therefore, regulations will need to allow and encourage what the City and Downtown advocates want and prohibit what they don't want. Victories, even minor ones, should be broadcast through a comprehensive communications strategy, and all policy and regulatory documents should be aligned towards the common goals expressed herein.

While the Downtown is the heart of the community, it is but one subset of a larger market and as such has strengths which can be capitalized on and limitations which should be overcome. Downtown has a tremendous influence on the economic well-being of the entire region. Therefore, it is widely accepted that early projects in any revitalization effort should be publicly assisted until market conditions reach levels where new construction can support itself.



The proposed approach to renaissance of the Original Square Mile is based on an approach which encourages strategic investment in a compact environment containing an appropriate mix of land uses, with a greater emphasis to multiple forms of access, resulting in a unique sense of place. The Plan is intended to assist the City of Grand Junction and the Downtown Partnership (DDA and DTA), business and property owners, and other advocacy partners with a technical framework for discussions regarding market opportunities, programming alternatives, and partnership strategies. The vision and directives referenced here were developed with input from the Steering Committee, Downtown stakeholders, and guidance from the Consultant Team.

The Strategic Downtown Master Plan is the roadmap to move the community's vision towards reality and to ensure that the

renaissance of Downtown is accomplished in a way that balances private investment objectives with community sustainability. Ultimately, the staff and citizenry of Grand Junction will select a final course of action for change. The information presented here is designed to provide for consideration and sound decision-making. It is the recommendation of the authors of this report that the information contained herein be reviewed and updated every three to five years as conditions change.

9 Principles of Downtown Revitalization

- 1 Make a Great Plan
- 2 Many, Many Projects
- 3 Many, Many Stakeholders
- 4 Committed, Ongoing Leadership
- 5 An Effective Organization
- 6 Development Standards
- 7 Communication and Marketing Programs
- 8 Supportive Government
- 9 Ongoing Review



Appendix A: Catalyst Concepts

The strategy for renaissance of the Study Area was based on development and targeted investment in key nodes, or catalyst areas, which hold investment potential despite select economic and other development challenges. These concepts are defined as urbanized places with concentrations of jobs, housing units, commercial uses, public spaces, and / or pedestrian activity, which in combination create a sense of place. Predominant land uses can be residential and non-residential, institutional or public. Within these relatively compact geographic areas, different land uses are found side by side or within the same structure. The mix of uses are frequently located in taller structures with minimal setbacks and reduced parking requirements, all in an effort to achieve rents

and sale prices necessary to support higher construction costs. These nodes of development serve as catalysts for public and private investment and economic activity, effectively building off the strengths of the surrounding area and connecting to adjacent neighborhoods.

Note: The catalyst concepts are not site-specific. Rather, several concepts may have application in many locations within the Study Area.

In order to evaluate a proposed project's potential as a catalyst investment it must first be evaluated based on accepted criteria. The premise behind a catalyst investment area assumes concentrating resources in select locations that will have a positive economic ripple effect in surrounding areas and neighborhoods. In this way, public partners (e.g., Downtown Partnership, City of Grand Junction, Mesa County, Library District, Housing Authority, etc.) can effectively

leverage investment efforts to overcome barriers and achieve desired outcomes.

Implementation and management of catalyst areas is generally the responsibility of a combination of entities including business organizations, special districts, neighborhood and other interest groups, and individual property owners. Potential criteria for catalyst projects in downtowns and/or urban redevelopment areas are outlined below:

1. Consistent with goals of plans and policy documents
2. Reflects findings of recent community surveying
3. Connects to larger community
4. Links sub-areas
5. Responds to market opportunities
6. Improves jobs-to-housing balance
7. Strengthens public realm
8. Reinforces key entryways or gateways
9. Communicates community identity
10. Encourages fiscal prudence
11. Leverages public investment



12. Addresses demonstrated community needs
13. Builds upon prevailing strengths of downtown and community
14. Recognizes / respects historic character

For the purposes of the Strategic Plan, four different types of potential catalyst projects were identified for Downtown Grand Junction. Among the most significant challenges facing potential catalyst project are the level of market education required to achieve project rents at the high end of the market, higher development costs associated with creating a “place” unique enough to attract tenants willing to pay a premium to live/work there; and the ability to overcome investor perceptions of the projects’ location as a transitional area. In the context of addressing these challenges and understanding the feasibility of these project concepts, the Consultant Team prepared a series of economic analyses designed to quantify the order of magnitude of any

financial “gap” that might result from the development and / or redevelopment of the key catalyst concepts listed above. A summary of the economic analyses for each concept is presented at the end of this report.

[Catalyst Project #1: Public Building / Housing / Mixed-Use](#)

The first catalyst concept is based on a public-private partnership to include a large public building, commercial retail space, 75 units of senior housing, 9 units of market-rate ownership housing above the retail space, and an urban housing project consisting of 18 row houses.

[Catalyst Project #2: Live/Work Units](#)

This concept assumes development of “live/work” units, which would include work space (gallery, office, studio, etc.) on the ground floor and living space on the upper floors (1-2 levels).

[Catalyst Project #3: Mixed-Use Retail / Residential](#)

This concept assumes a mixed-use development of retail space on the ground floor and a combination of rental and ownership housing on the upper floors. This concept envisions a mid-rise building up to 8 stories in height.

[Catalyst Project #4: Mixed-Use Retail/Office](#)

This concept assumes a mixed-use development of retail space on the ground floor and office space on the upper floors. This concept envisions a 3-story building.



Filling the Funding Gap

It is not unusual for downtown and urban redevelopment projects to generate economic gaps between 25% and 40%. The preliminary analysis summarized herein reflected gaps between 32% and 60%, yet most still within the reasonable range for strategic public investment. A successful public-private partnership may require the public sector to be a financial partner to this level. A 20% investment in one of these catalyst projects would leverage approximately \$4 in private investment for every \$1 spent by the public sector. This is the type of ratio the public sector should expect in a redevelopment partnership.

“Closing the gap” for these catalyst projects will not be accomplished through the use of one strategy or tool. Rather, many tools,

used in combination with one another, will be necessary to encourage or leverage private sector investment to the level shown in the analyses presented here. As shown, potential “gap filling” tools and mechanisms could include the following:

- Contributions to Land and Site Improvements (Parking)
- Tax Increment Financing
- Special Improvement Districts
- Streamlined Development Approvals
- Low Income Housing Tax Credits (LIHTC)
- Historic Rehabilitation Tax Credits
- Market Rent/Sale Write-down
- Others, as appropriate

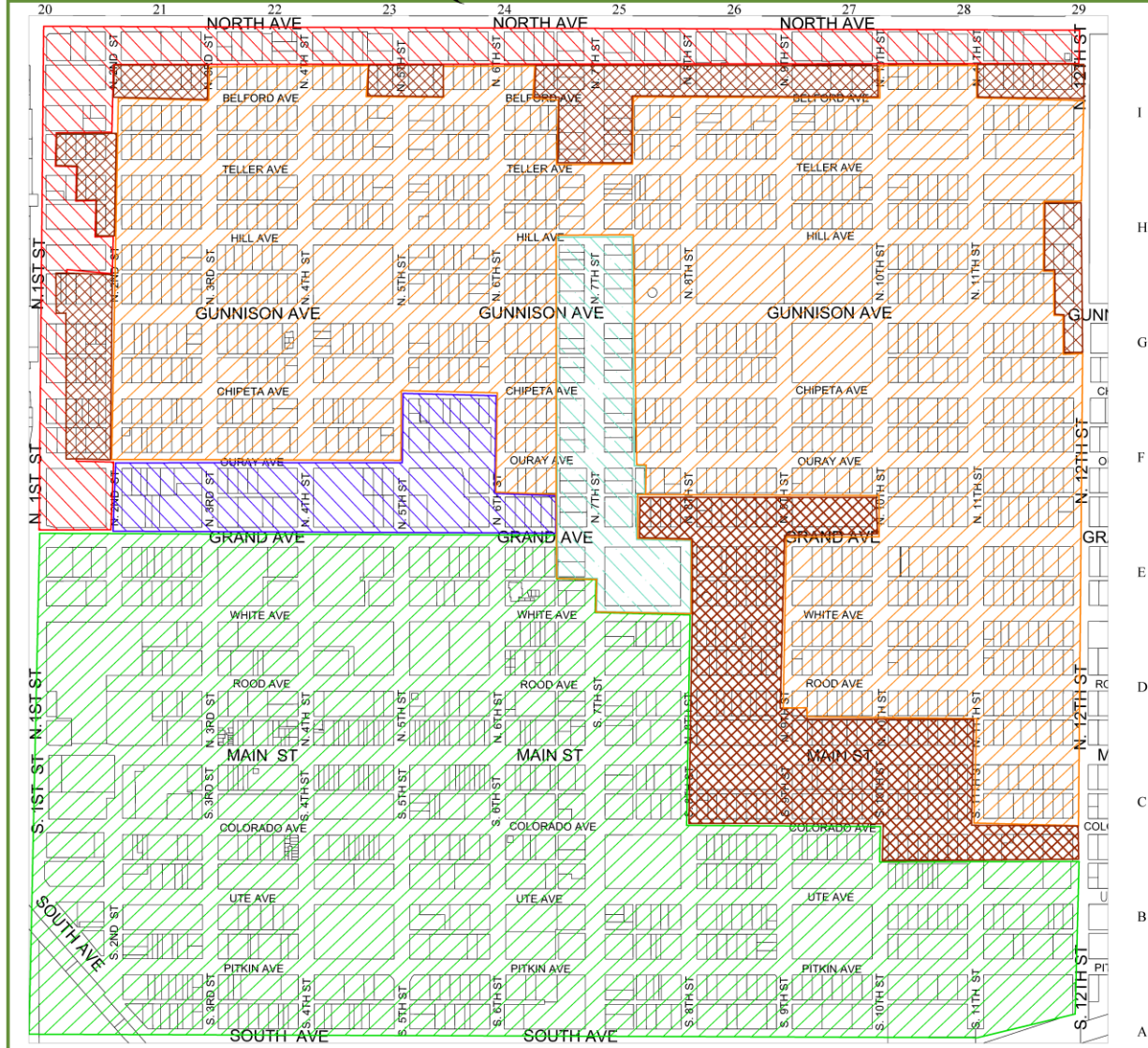


Conceptual Catalyst Scenarios

<i>Project Indicator</i>	<i>Catalyst Project Concepts</i>			
	<i>Public Building/ Housing/ Mixed Use</i>	<i>Live/Work With Retail</i>	<i>Mixed-Use Retail/Housing</i>	<i>Mixed-Use Retail/Office</i>
<i>Private Sector Investment</i>				
<i>Development Sq Ft:</i>				
Project Land Area (Acres)	3.1	1.6	1.3	1.0
Retail/Restaurant	14,400	0	7,500	10,000
Office	19,500	0	0	20,000
Residential (Rental)	60,000	0	45,000	0
Residential (For-Sale)	59,360	52,500	60,000	0
Total Private Development	153,260	52,500	112,500	30,000
Floor Area Ratio	113%	75%	199%	67%
Total Project Value (@ Build-Out)	\$15,150,825	\$8,137,500	\$16,092,188	\$4,886,250
Total Project Costs (@ Build-Out)	\$37,892,901	\$13,178,578	\$23,677,101	\$9,075,000
Project Margin/(Gap)	(\$22,742,076)	(\$5,041,078)	(\$7,584,914)	(\$4,188,750)
Project Margin/(Gap) %	-60%	-38%	-32%	-46%
<i>Potential Contributions to Gap</i>				
Land Writedown	\$6,076,620	\$1,393,920	\$1,132,560	\$900,000
Site Improvements Contribution	\$704,222	\$218,392	\$833,081	\$915,000
Supportable TIF (25 Years)	\$2,100,000	\$800,000	\$2,400,000	\$1,800,000
Sales Tax Sharing (10 Years)	\$500,000	\$0	\$300,000	\$300,000
Special Improvement District (20 Years)	\$900,000	\$300,000	\$600,000	\$600,000
Low Income Housing Tax Credit Equity	\$4,752,000	--	--	--
Total Contributions to Gap	\$15,032,842	\$2,712,312	\$5,265,641	\$4,515,000

Source: Leland Consulting Group.

ORIGINAL SQUARE MILE SUB-AREAS



<p>20 21 22 23 24 25 26 27 28 29</p> <p>N. 1st St N. 2nd St N. 3rd St N. 4th St N. 5th St N. 6th St N. 7th St N. 8th St N. 9th St N. 10th St N. 11th St N. 12th St</p> <p>S. 1st St S. 2nd St S. 3rd St S. 4th St S. 5th St S. 6th St S. 7th St S. 8th St S. 9th St S. 10th St S. 11th St S. 12th St</p> <p>SOUTH AVE</p>	<p>I H G F E D C B A</p>	<p> Central Business District (CBD) 7th Street Historic District Central Business District North (CBD North) Residential Areas Transitional Areas Existing Commercial </p>	<p> <small> * WWW.CITYOFGRANDJUNCTION.COM PUBLISHED: MARCH 2019 THIS MAP IS APPROVED ONLY BY THE CITY OF GRAND JUNCTION AND DOES NOT REPRESENT THE CITY OF GRAND JUNCTION'S OFFICIAL POSITION ON ANY MATTER. THE CITY OF GRAND JUNCTION DOES NOT WARRANT THE ACCURACY OF THIS MAP OR THE INFORMATION THEREON. FOR MORE INFORMATION, CONTACT THE CITY OF GRAND JUNCTION AT 970-242-4771 OR VISIT WWW.GJNET.ORG. </small> </p>
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Vision for Downtown Grand Junction

“Downtown Grand Junction will be the principal center for economic, entertainment and meeting activity in the community and region. Together with other locations in the region, the Downtown will be a receiving ground for the region’s growth. Uses will include a mix of commercial, residential, institutional, lodging, meeting and public spaces. Historic elements and the Downtown’s unique character will be evident in private investment and the public realm. The Downtown transportation network will connect to the region and support internal neighborhoods, shopping and activity districts. Infrastructure will be financed through shared funding mechanisms, proactively phased and strategically located to leverage private investment. Green treatments will enhance employment and commercial concentrations, neighborhoods and streets. Design standards will be more progressive than other areas of the community, and will be guided by distinct guidelines and standards. Community marketing and promotion efforts will be aggressive and proactive, targeting users which advance sustainability and Smart Growth principles.”

Overview

The Study Area, known as “The Original Square Mile,” is bound by 1st and 12th Streets, North Avenue and South Avenue, located in the south central portion of the City. The Area benefits from a number of characteristics that make it appropriate for development of retail, office, residential, institutional and community uses.

Downtown housing has been and is expected to continue to increase in density with smaller households comprised of young and old, and moderate and lower-income residents. However, with a growing concentration of middle-aged, moderate- to high-income households in the City as a whole, there is an opportunity for Downtown to attract a more diverse, higher-income resident base. Downtown commercial vacancy and

rental rates are approaching levels required to support new development and/or redevelopment. However, “seed” money will likely be necessary to leverage private investment in projects that will catalyze reinvestment activity throughout the Study Area. Forecasts indicate that more than 1.0 million square feet of employment space (office), more than 1.6 million square feet of retail space and nearly 1,100 residential units could be absorbed in the market over the next ten years, from which the Study Area could benefit. The degree to which Downtown is able to capture new demand within the Trade Area (and beyond) will be a function of the redevelopment process itself.

Conclusions

Successful implementation of the Strategic Downtown Master Plan will depend on committed leadership from the public and private sectors. Success will also be dependent on removing barriers to investment; therefore, regulations will need to allow and encourage what the City and Downtown advocates want and prohibit what they don’t want. All policy and regulatory documents should be aligned towards the common goals expressed herein.

While the Downtown is the heart of the community, it is but one subset of a larger market and has strengths which can be capitalized on and limitations which should be overcome. Downtown has a tremendous influence on the economic well-being of the entire region. Therefore, it is widely accepted that early projects in any revitalization effort should be publicly assisted until market conditions reach levels where new construction can support itself.

The proposed goals and actions are based on an approach which encourages strategic investment in a compact environment containing an appropriate mix of land uses, with a greater emphasis to multiple forms of access, resulting in a unique sense of place. The Plan is intended to assist the City of Grand Junction and the Downtown Partnership (DDA and DTA), business and property owners, and other advocacy partners with a technical framework for discussions regarding market opportunities, programming alternatives, and partnership strategies. The vision and directives referenced here were developed with input from the Steering Committee, Downtown stakeholders, and guidance from the Consultant Team.

9 Implementation Principles

- 1 Recognize that DT is one submarket that competes with the fringe.
- 2 Downtown must be market-responsive.
- 3 Infrastructure must be protected and retained.
- 4 Successful downtowns are greater than the sum of their parts.
- 5 An effective organization must have many tools.
- 6 Public funds should leverage private investment.
- 7 Public policy must support downtown development.
- 8 Solutions must be holistic in nature.
- 9 Public-private partnerships are essential.

Goals and Actions

Goal: Maintain and enhance the economic, cultural and social vitality of the Downtown Original Square Mile.					
Actions:	Maintain and expand public amenities and services in Downtown	Agency:	DDA	Tools:	Capital improvement planning
	Implement infill and redevelopment policies that support downtown		City		Establish concepts in overlay zone
	Encourage a wide mix of uses, offering retail and commercial services along street level and business/office/residential on upper floors in all except for residential areas		City		Establish in vision and intent of overlay zone
	Monitor market conditions and actively promote vitality of Downtown locations		DDA		Ongoing operational budget
	Continue to support and expand Art on the Corner		DDA		Ongoing operational budget
	Continue to support and expand the cultural offerings downtown, including theaters, museums and festivals		DDA, City		Ongoing operational budgets
	Enhance and preserve Whitman and Emerson Parks to encourage use by the community		City, DDA		Continuing to develop alternatives, work with partners
Goal: Promote downtown living by providing a wide range of housing opportunities in the Study Area.					
Actions:	Support a regional housing strategy with an emphasis on infill, downtown housing	Agency:	Multi-Agency	Tools:	Housing Strategy

	Educate developers about resources available for delivery of affordable units		Multi-Agency		Housing Strategy
	Amend zoning codes to accommodate vertical mixed-use development		City		Statement in zoning overlay to supplement existing zoning
	Educate local appraisers and real estate and financial institutions on valuing/under-writing mixed-use projects		Multi-agency		Housing Strategy
Goal: Enhance the transportation system to accommodate automobiles, bikes and pedestrians, and provide adequate, convenient parking.					
Actions:	Partner in investments for public right-of-way improvements	Agency:	City, DDA	Tools:	Ongoing partnerships
	Encourage pedestrian movement through good design, safe crossings, and identifiable connections		City		Ongoing directed effort on individual projects
	Reconfigure public thoroughfares to provide safe multi-modal transportation		City		Already reinforced through City transportation standards
	Advance and fund the Ute/Pitkin realignment to the south		Multi-agency		City-coordinated effort with DDA, CDOT
	Manage vehicular traffic in high pedestrian areas		City		Already reinforced through City transportation standards
	Incorporate bike routes on all residential streets that connect to the commercial core		City		Already reinforced through City transportation standards
	Prepare a long-term parking plan to maximize shared parking facilities		City, DDA		Ongoing partnerships, capital improvement planning

	Modify the codes to limit the establishment of private parking lots and find ways to fund public parking in the downtown area		City		Zoning overlay; consider option of PIL to parking fund in Central Business District
Goal: Stabilize and enhance the historic residential neighborhoods.					
Actions:	Discourage further encroachment of non-residential uses into the established residential neighborhoods	Agency:	City	Tools:	Zoning overlay
	Establish design standards for the transitional areas to include larger setbacks, detached sidewalks, appropriate building heights, and pedestrian-friendly features along the street		City		Zoning overlay
	Work with local lenders to offer low-interest rehabilitation loans for upgrades		City		Future infill/ redevelopment program
	Establish a dispersement policy for service organization facilities		City		Already addressed in current code
	Establish a replacement housing policy for loss of affordable units due to redevelopment initiatives		Multi-agency		Housing Strategy
	Explore the options of a regional housing policy to address a variety of enforcement issues		Multi-agency		Consider establishing a Housing Maintenance Code
	Promote the establishment of neighborhood watch and neighborhood organizations		City		Neighborhood Services

Goal: Promote and protect the unique identity of the Downtown Area					
Actions:	Advance a façade improvement program to preserve historic character and structures of commercial structures	Agency:	DDA	Tools:	Façade Improvement Grant Program
	Develop a set of guidelines to address streetscape, landscape, building and façade design, as well as signage and parking standards specific to downtown		City		Zoning overlay, revised B-2 zone, consider revising signage code
	Enhance the aesthetic appeal of the area through gateway improvements		DDA		Capital improvement planning and wayfinding improvements
	Identify and promote designation of historic structures		City		Historical Preservation Board
	Develop a public signage palette with varying sizes, poles and ornamentation, colors, fonts and logos		DDA, City		Wayfinding improvements for Central Business District with possible expansion to Original Square Mile
Goal: Jump-start the revitalization and reinvestment in the downtown area with strategic catalyst projects.					
Actions:	Plan and budget for strategic property acquisition for future development	Agency:	DDA	Tools:	Capital improvement planning
	Identify locations for and promote the concepts of catalyst projects, including Public Building/Housing/Mixed-Use, Live/Work Units, Mixed-Use Retail/Residential, and Mixed-Use Retail/Office		Multi-agency		Ongoing partnerships (e.g. City Center RFP); capital improvement planning

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

**AN ORDINANCE AMENDING THE ZONING AND DEVELOPMENT
CODE TO ADD SECTION 7.7
STRATEGIC DOWNTOWN MASTER PLAN ZONING OVERLAY
DESIGN STANDARDS AND GUIDELINES**

RECITALS:

Many of the recommendations of the Strategic Downtown Master Plan can be implemented through the use of an overlay zone district. Overlay zoning is one way to create a more flexible and discretionary alternative to traditional zoning. An overlay zone is defined as “a mapped overlay district superimposed on one or more established zoning districts which may be used to impose supplemental restrictions on uses in these districts, permit uses otherwise disallowed or implement some form of density bonus or incentive bonus program”.

An overlay zone supplements the underlying zone with additional requirements or incentives while leaving underlying zoning regulations in place. Examples might include special requirements such as design standards or guidelines, additional setbacks or height limits. A parcel within the overlay zone will thus be simultaneously subject to two sets of zoning regulations: the underlying and the overlay zoning requirements.

Overlay zone boundaries are also not restricted by the underlying zoning districts' boundaries. An overlay zone may or may not encompass the entire underlying zoning district. Likewise, an overlay zone can cover more than one zoning district, or even portions of several underlying zoning districts.

The Strategic Downtown Master Plan Design Standards and Guidelines are being proposed as an overlay district to cover the original square mile, bounded by 1st Street, 12th Street, North Avenue and South Avenue. The overlay includes standards and guidelines for the residential core, the central business district, the central business district north and the transitional area. Standards and Guidelines for the 7th Street Historic District are established under separate ordinance.

The Council, having reviewed and determined the uniqueness of the planning area and the importance of acting to specially regulate and protect the planning area, does hereby amend the Zoning and Development Code to add Section 7.7, Strategic Downtown Master Plan Zoning Overlay, Design Standards and Guidelines.

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

The Zoning and Development Code is hereby amended to add Section 7.7 entitled “Strategic Downtown Master Plan Zoning Overlay, Design Standards and Guidelines” to be applied to the area shown in Attachment A and authorizes the Clerk to publish the amendment by pamphlet.

Introduced on first reading this ____ day of _____, 2009.

Passed and adopted on second reading the ____ day of _____, 2009.

ATTEST:

City Clerk
Council

President of the



**STRATEGIC DOWNTOWN
MASTER PLAN ZONING
OVERLAY**



DRAFT
August 2009

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1 INTRODUCTION

The Strategic Downtown Master Plan Zoning Overlay is intended to provide guidance and criteria for the planning, design and implementation of public and private improvements in the Downtown area. If properly administered and adhered to, the guidelines and standards should result in public and private development improvements (or a combination thereof) that achieve, as a minimum, a common level of quality in terms of site design, architectural design, landscaping and other site improvements.

The general purposes of the guidelines and standards are to support the overall goals of the *Strategic Plan* as stated in the Summary of Goals and Actions included as Appendix A:

- Maintain and enhance the economic, cultural and social vitality of the Downtown Original Square Mile
- Promote downtown living by providing a wide range of housing opportunities in downtown
- Enhance the transportation system to accommodate automobiles, bikes and pedestrians, and provide adequate, convenient parking
- Stabilize, preserve, protect and enhance the downtown residential neighborhoods
- Promote and protect the unique identity of the Downtown

The guidelines and standards were developed upon an analysis of the existing character of the Downtown Area. The area was divided into sub-areas based on existing zoning, character of existing development and potential for redevelopment opportunities. The sub-areas are shown on the map included as Appendix B. In addition, property owners within the area were surveyed for their input on the important characteristics of the area and the concepts for the preservation and protection of those characteristics. The results of the surveys are summarized in Appendix C.

These standards supplement other development regulations such as the City of Grand Junction Zoning and Development Code, which includes detailed criteria by zone district, planned development regulations, design and improvement standards, supplemental use regulations and sign regulations and the City Transportation and Engineering Design Standards (TEDS). In the instance the following standards are silent on a development concern, the existing regulations shall apply.

The standards identify design alternatives and specific design criteria for the visual character and physical treatment of private development and public improvements within the Downtown area. They are adopted through an overlay zoning district, which will establish the means by which the standards are administered and enforced. The

Director will make all decisions and appeals and variance requests will be heard by the City of Grand Junction Planning Commission.

2 AREA-WIDE GUIDELINES AND STANDARDS

The following guidelines and standards apply to all sub-areas of the Downtown Area.

A. GENERAL

1. Due to the constraint of many downtown properties and the City’s desire to promote improvement and redevelopment in the Downtown Area, the Director may make reasonable exceptions to the provisions of the *Zoning and Development Code* and the *Downtown Strategic Master Plan Overlay* for purposes of bulk standards (except for building height), landscaping, parking or other use-specific special regulations.

B. TRANSPORTATION

1. Emphasize “walkability” of the Downtown Area through ongoing improvements for accessibility and to pedestrian crossings and bicycle facilities (e.g. bike lanes on streets, bike racks at strategic locations).

C. ENTRYWAYS AND PUBLIC SIGNAGE

Implementation of the following guidelines and standards shall be in coordination with the Downtown Development Authority (DDA), utilizing the Wayfinding and Signage Strategy map developed for the Downtown Strategic Master Plan as a guide (included as Appendix D).

1. Establish and improve gateways to the Downtown Area
2. Establish a distinctive public sign palette for the original square mile to include street signs and directional signs that have recognizable poles, ornamentation, colors, fonts and logos.



3 CENTRAL BUSINESS DISTRICT (CBD) GUIDELINES AND STANDARDS

The following guidelines and standards apply to the CBD area shown on the map included in Appendix A. Further development and implementation of these concepts will be done in coordination with the DDA. The guidelines and standards are intended to apply to new development within the area.

A. LAND USE / ARCHITECTURE

1. Establish a cohesive character/theme and promote infill development that compliments and harmonizes new structures with the existing buildings through common materials, scale and basic architectural details as outlined below.



2. Building Height
 - Maximum building height in the CBD shall be 80 feet. An increase of up to 25 percent may be considered by the Grand Junction Planning Commission.
 - Taller buildings will be located in the center and southern and western tiers of the CBD, with lower buildings on the northern and eastern edges of the CBD.
3. Building Setbacks
 - Building setbacks from the public right-of-way of 0 to 2 feet are allowable.
 - Building setbacks from the public right-of-way between 2 and 8 feet are allowable only if there is a prescribed function for the space such as limited product display or seating.
 - Building setbacks from the public right-of-way between 8 and 20 feet are allowable if there is a prescribed function such as outdoor dining areas or small street parks.

- Building setbacks from the public right-of-way of greater than 20 feet are allowable only for the following uses: additional storefront area, private courtyards, outdoor dining or small street parks.
- As a general guide, no more than 20 percent of the buildings along a block frontage should be set back greater than 20 feet.

4. Building Facades / Windows / Doorways

- Buildings shall align with the edge of the sidewalk except as prescribed in the Building Massing and Setbacks section.
- Facades shall be visually interesting. Ornamentation such as building buttons, brick patterns, stone accents and window headers are acceptable ornamentation.
- Fenestration along all levels of the facades shall be similar to that of other downtown buildings. Primarily, windows on the street level should be larger than those above, with window size decreasing as the floor level increases.
- The parapet of the building should be finished with an articulated cornice.
- Façade detailing should be compatible with, but not be identical to, that of a neighboring historic building. New facades should have their own, unique design. To create continuity, horizontal lines should be in alignment with neighboring buildings.
- Awnings may overhang windows and shall be constructed of canvas or heavy cloth or metal (no plastic), utilizing primarily neutral colors.
- Entrances are often the primary focal point of a building and, as such, should be designed to fit with the overall character of the area.
- Doorways may be finished with paints, stains, metal and aluminum cladding set to match the existing trim colors.
- Single, double, revolving and corner doorways are acceptable in new construction.
- Doorways can be recessed a maximum of 4 feet from the plane of the façade.

5. Building Materials

- Typical materials found in the CBD include brick, sandstone, stucco, metal cladding, tiles, wood, glazing and decorative CMU. To facilitate the creation of a cohesive character/theme for buildings in the CBD, only the following exterior finishes are allowed: brick, sandstone, pre-cast metal facades in 19th Century commercial style, stucco. These materials are traditional and weather well. They allow a broad variety of looks within a traditional aesthetic, and will ensure buildings will be high quality.

- Allowed exterior materials should remain unpainted in all renovations and new construction, with the only exceptions being pre-selected locations for art to be provided on exterior walls.

6. Roofs and Parapets

- Roofs and parapets are a very traditional focus for ornament in buildings in the CBD. The design of every new building should use ornamentation of these features to enhance the building's identity and support the architectural character of downtown.
- Roofs may be either flat or gabled.
- All mechanical units on the roof must be hidden from view from 6 feet above street level measured from the centerline of the adjacent street either by placement back from the front edge of the roof or by visual shielding of material matching the roof or the façade.
- As required on flat roofs, the minimum parapet height is 2 feet above the rooftop.
- Each parapet should have a cornice ranging from 2 to 4 feet in height and 1 to 2 feet in depth or larger if needed to conceal mechanical equipment as above.
- Parapets design should be articulated and unique to the building.

7. Promote high density, vertically mixed use structures (e.g. retail at street level and residential or office above)



8. Preserve and restore significant historic structures.



B. SITE / AREA IMPROVEMENTS

1. Parking

- In order to maintain streetscapes dominated by buildings rather than surface parking lots, shared parking is encouraged. Single use, surface parking shall be minimized.
- Available parking in the entire CBD area may be used towards meeting the parking required for new development in the CBD.
- In order to minimize surface parking in the CBD, develop new means of paying for shared parking (e.g. develop a fee in lieu of required on-site parking that will be used to fund shared parking structures).
- The Director may make reasonable exceptions to the provisions of the *Zoning and Development Code* and the *Downtown Strategic Master Plan Overlay* for purposes of determining parking requirements.

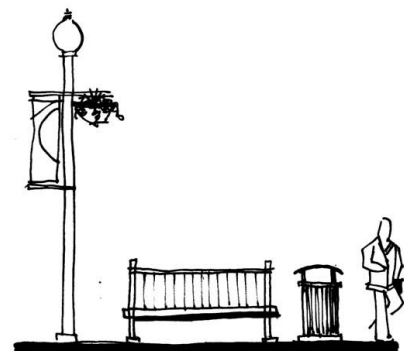
2. Streetscape

- Provide streetscape details that compliment the architectural character of downtown that includes:
 - Street trees
 - Lighting that is downlit and with historical style pole
 - Sitting/gathering areas such as small plazas, play areas and performance venues
 - Hardscaped areas (brick pavers or concrete) that also provide for furnishings, sculptures and planted areas
 - Downtown entries with landscaped medians, corner bulbs and special signs



The Director may make reasonable exceptions to the provisions of the *Zoning and Development Code* and the *Downtown Strategic Master Plan Overlay* for purposes of providing such amenities in a new development or redevelopment project.

- Provide streetscape details that compliment the architectural character of downtown Grand Junction. The DDA's palette of street furniture shall be used for all new development and redevelopment projects on private property and within the public spaces and rights-of-way.



3. Landscaping

- Landscaping in the CBD shall reflect an urban theme, utilizing streetscape and hardscape elements outlined above in addition to plantings.
- The Director shall determine landscaping requirements for new development or redevelopment, considering existing and proposed streetscape and/or the urban design character of the area.

C. SIGNAGE ON PRIVATE PROPERTY

1. The DDA will further develop sign standards and guidelines for private signage placed on buildings or as freestanding signs.

4 CENTRAL BUSINESS DISTRICT (CBD) NORTH GUIDELINES AND STANDARDS

A. LAND USE / ARCHITECTURE

1. Establish a cohesive character/theme and promote infill development that compliments and harmonizes new structures with the existing buildings within and adjacent to the area through common materials, scale and basic architectural details as outlined below.
2. Building Scale, Massing and Setbacks
 - The maximum building height of 65 feet may only be allowed along the Grand Avenue side. The buildings will “step down” so that the front of the buildings that are directly across the street from residential buildings or uses are a maximum of 35 feet in height.

- Scale and massing of buildings or portions of buildings along Ouray and Chipeta Avenues will be compatible with residential scale.



- Buildings shall be set back a minimum of 20 feet from the rights-of-way on Chipeta and Ouray Avenues.

3. Building Materials

- To facilitate the creation of a cohesive character/theme for buildings in the CBD North area, materials for new buildings will compliment those of the surrounding residential buildings. Primary materials should include brick, wood and limited stucco. These materials are traditional and weather well. They allow a broad variety of looks within a traditional aesthetic, and will ensure buildings will be high quality.

4. Promote high density, vertically mixed use structures.



B. SITE / AREA IMPROVEMENTS

1. Streetscape along Grand Avenue and 4th and 5th Streets north to Ouray Avenue will continue in a design compatible with the existing improvements along Grand Avenue (e.g. decorative pavement and street trees).



2. The streetscape along 4th Street north of Ouray Avenue to Chipeta Avenue and along Ouray and Chipeta Avenues should transition between the urban hardscape and a more residential streetscape character. (e.g. detached sidewalk, landscaping in park strip between curb and sidewalk and street trees).
3. Where available, some parking for non-residential uses may be on the street but only in front of the actual use, not in front of other properties/uses.

5 RESIDENTIAL AREAS GUIDELINES AND STANDARDS

A. LAND USE AND INTENSITY / DENSITY

1. The downtown residential core will be preserved for residential uses, with no further encroachment by non-residential uses, higher intensity/density uses or more intensive zoning.
2. Where existing residential zoning allows, provide a diversity of housing types through development of multifamily housing that is in keeping with the character of the neighborhood (refer to Multifamily Development section on page 16).

B. STREETScape AND STREET / PEDESTRIAN SYSTEMS

1. Enhance access to and improvements within existing public open spaces (e.g. parks and school grounds) within the downtown residential core such as enhanced pedestrian crossings and lighting for safety.
2. Maintain and enhance the historic character of the streetscape with emphasis on the following elements: street trees, landscaping rather than parking or other uses in the park strip between sidewalk and curb, distinctive street signs and lighting and detached sidewalks.



C. ARCHITECTURAL CONSIDERATIONS

1. Demolition of existing historic homes in order to construct new residential structures is strongly discouraged.
2. Maintain the existing character of the house styles within the downtown residential core neighborhood. New construction and alterations shall be compatible with key architectural characteristics and site elements of the neighborhood.

- Building Alignment Along Streets. Each new building and addition shall be located so that it aligns with existing neighborhood buildings. “Aligns” means elevation (e.g. horizontal lines of peaks of roofs, cornices and window sills) and plan (e.g. setbacks from the street and rear property lines and spacing between structures/setbacks from side property lines).



- Building Orientation/Style. Main entrances shall open onto a street and shall align with those of adjacent residential buildings. For example, on many of the downtown homes, raised foundations and steps that define the main entrance are prevailing characteristics. Door styles shall be similar to those found on residential buildings within the area.
- Building Mass/Scale and Proportion. New buildings or additions to existing buildings shall be visually compatible with the area. Visually compatible means compatible with adjacent and neighboring buildings including mass and scale, shape, windows, doors, openings, roof shape, roof pitch and orientation.
- Height. New buildings and additions shall have the same number of stories and a height which is compatible with those of nearby dwellings. Two and one-half (2-1/2) stories shall be the maximum subject to the maximum height of thirty-five (35) feet.
- Roof Shape. The roofs of new buildings shall be visually compatible with nearby dwellings. Roof pitch shall be at least 4:12.
- Fenestration. Structures shall be visually compatible with surrounding residential structures. Visually compatible includes the relationship of width to height, and the spacing of windows and doors. For example, tall evenly-spaced rectangular windows are typical of many of the residential styles in the downtown area.



- Materials. The exterior materials of all new buildings, additions and alterations shall be similar in size and appearance to nearby dwellings.

D. ACCESSORY STRUCTURES

1. Accessory structures shall be no taller than the highest eave line of the principal structure.
2. The footprint size of an accessory structure shall be a maximum of 35 percent of the footprint of the principal structure.
3. Upon review and approval of the Director, new construction of accessory structures may be allowed to be built at historic setbacks (e.g. there could be a zero foot setback from the alley and 3 feet from neighboring property line).

E. FRONT YARDS / PARK STRIPS / PARKING

1. Maintain and enhance the pattern of landscaped front yards that gives the downtown residential core neighborhood a distinctive, friendly appearance.
2. Vehicular parking in the park strip area between the curb and detached sidewalk is not allowed.



3. Parks strips will be landscaped in a traditional style, including street trees, grass, and low plantings or a combination thereof. Park strip landscaping shall include some live material – use of all non-living material such as rock is discouraged. Use of drought-tolerant plants is encouraged.

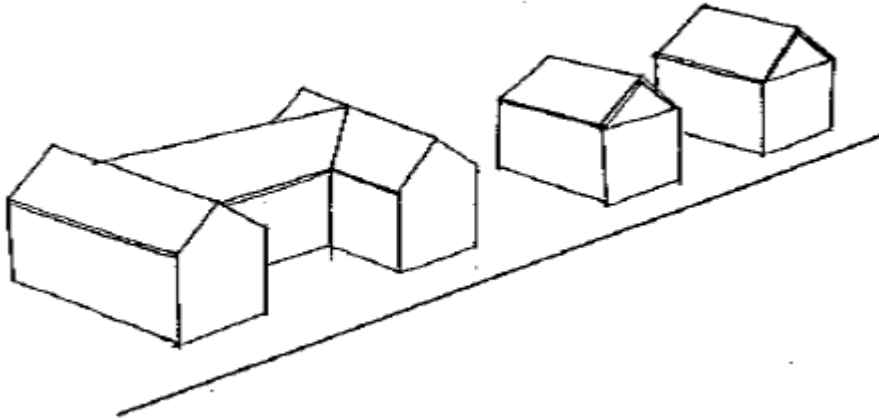


4. Where available, some required parking may be on the street but only in front of the actual use, not in front of other properties/uses.

F. MULTIFAMILY DEVELOPMENT

Infill of new multifamily buildings may occur where zoning allows within the downtown residential core. However, the site design and structures for this type of development must maintain a scale and character compatible with the area. In addition to the Architectural Considerations listed in C. above, multifamily development shall follow the guidelines and standards below.

1. Incorporate forms typical of the single family residential architecture of downtown including sloping roofs, porches, roof dormers and other architectural details.
2. Break up the mass of larger buildings into forms that are similar in scale to the single family residential character.
3. Facades must be composed of smaller sections, similar in scale and material finish to single family residential structures.



4. Off-street parking for multifamily development shall not be located in the front yard setback. Parking shall be in the rear or side yards.
5. Develop pedestrian links between the front sidewalk and building entrances and between parking and rear or side entrances.

6 TRANSITIONAL AREAS GUIDELINES AND STANDARDS

A. LAND USE / DEVELOPMENT INTENSITY

1. Uses within these areas shall be as allowed by the *Zoning and Development Code* for the respective zone district(s).
2. Any mix of residential and nonresidential uses on the same lot shall be located in the same structure.
3. No uses within the downtown transitional areas shall open earlier than 7:30 am and shall close no later than 8:00 pm.
4. Maximum building size shall not exceed 10,000 square feet unless a Conditional Use Permit is issued.
5. Outdoor storage and display areas associated with uses in the downtown Transitional areas are prohibited.

B. ARCHITECTURAL CONSIDERATIONS

New construction, including additions and rehabilitations, in the downtown Transitional areas shall be designed to look residential and shall be consistent with existing buildings in the adjacent residential areas. "Consistent" means the operational, site design and layout, and architectural considerations described below.



1. Building Alignment Along Streets. Every new building and addition shall be located so that it aligns with existing neighborhood buildings. "Aligns" means elevation (*e.g.*, horizontal lines of peaks of roofs, cornices, window sills) and plan (*e.g.*, setbacks from the street and rear property lines and spacing between structures/setbacks from side property lines).
2. Building Orientation/Style. Main entrances shall open onto a street and shall align with those of adjacent residential buildings. For example, in areas adjacent to the downtown Transitional areas, raised foundations and steps that define the main entrance are prevailing residential characteristics. Door styles shall be similar to those found on residential buildings.
3. Building Mass/Scale Proportion. Each new building, its mass in relation to open spaces and its windows, doors, and openings shall be visually compatible. Visually compatible means compatible with adjacent and neighboring buildings

including mass, shape, window, doors, openings, roof shape, roof pitch and orientation. For example, a large building shall be compatible with surrounding smaller dwellings by dividing its mass into smaller components to create a building elevation that is more like the size and proportion of the nearby dwellings.

4. Height. New buildings shall have the same number of stories and a height which is compatible with those of nearby dwellings. Two and one-half (2½) stories shall be the maximum subject to maximum height of thirty-five feet (35').
5. Roof Shape. The roofs of new buildings shall be visually compatible with nearby dwellings. Roof pitch shall be at least 4:12.
6. Fenestration. Structures shall be visually compatible with surround residential structures. Visually compatible includes the relationship of width to height, and the spacing of windows and doors. For example, tall evenly-spaced rectangular windows are typical of certain residential styles near the downtown Transitional areas.
7. Materials. The exterior of all new buildings, additions and alterations shall be similar in size and appearance to nearby dwellings. Sign materials should be visually compatible with materials used on the building façade.

C. SIGNS

Development in the downtown Transitional areas may directly abut existing residential areas. Thus, in order to maintain compatibility, more restrictive sign regulations shall apply.

1. Flush wall signs and monument signs shall be the only sign type allowed. One real estate sign advertising the property for sale or lease, shall not exceed 10 square feet.
2. Signs shall be located at least 10 feet behind the front property line. Total sign area, excluding real estate signs advertising the property for sale of lease, shall not exceed 25 square feet per street frontage. The sign allowance for one street frontage may be transferred to a side of a building that has no street frontage, but cannot be transferred to another street frontage. Monument signs shall not exceed 8 feet in height.



3. Illumination shall comply with provisions of the *Zoning and Development Code* pertaining to Nighttime Light Pollution. Illumination of signs is limited to authorized business hours.
4. The area of flush wall signs and monument signs shall be calculated according to the *Zoning and Development Code*. Sign enhancement features such as bases, pillars, and other decorative elements as part of monument signs shall not be counted as part of the maximum square footage of the sign, provided such features do not exceed the size of the sign face.

D. PARKING AND SITE DEVELOPMENT

1. Parking. Business uses in the downtown Transitional areas shall be designed and operated not to increase on-street parking in front of dwellings in the neighborhood.
 - On-site parking shall be provided pursuant to the *Zoning and Development Code*.
 - On-site parking spaces shall only be located in the side and rear yards; and screened from nearby residential uses by a solid wall, fence or vegetation having a height of not less than 4 feet nor more than 6 feet (vegetation may exceed 6 feet in height).
 - Where available, some required parking may be on the street but only in front of the actual use, not in front of other properties/uses.
2. Service Entrances. Service entrances, loading areas and dumpster areas shall be located only in the rear or side yard. Each loading area shall be screened from each adjacent residential use or zone.
3. Use of Front Yard. Front yards shall be reserved for landscaping, sidewalks, driveway access to parking areas and signage.
4. Outdoor Lighting. Outdoor lighting shall comply with the lighting provisions of the *Zoning and Development Code*.

APPENDICES

A : Strategic Downtown Master Plan Summary of Goals and Actions

B : Original Square Mile Sub-Areas Map

C : Property Owner Survey Results

D : Wayfinding and Signage Strategy Map

Vision for Downtown Grand Junction

“Downtown Grand Junction will be the principal center for economic, entertainment and meeting activity in the community and region. Together with other locations in the region, the Downtown will be a receiving ground for the region’s growth. Uses will include a mix of commercial, residential, institutional, lodging, meeting and public spaces. Historic elements and the Downtown’s unique character will be evident in private investment and the public realm. The Downtown transportation network will connect to the region and support internal neighborhoods, shopping and activity districts. Infrastructure will be financed through shared funding mechanisms, proactively phased and strategically located to leverage private investment. Green treatments will enhance employment and commercial concentrations, neighborhoods and streets. Design standards will be more progressive than other areas of the community, and will be guided by distinct guidelines and standards. Community marketing and promotion efforts will be aggressive and proactive, targeting users which advance sustainability and Smart Growth principles.”

Overview

The Study Area, known as “The Original Square Mile,” is bound by 1st and 12th Streets, North Avenue and South Avenue, located in the south central portion of the City. The Area benefits from a number of characteristics that make it appropriate for development of retail, office, residential, institutional and community uses.

Downtown housing has been and is expected to continue to increase in density with smaller households comprised of young and old, and moderate and lower-income residents. However, with a growing concentration of middle-aged, moderate- to high-income households in the City as a whole, there is an opportunity for Downtown to attract a more diverse, higher-income resident base. Downtown commercial vacancy and rental rates are approaching levels required to support new development and/or redevelopment. However, “seed” money will likely be necessary to leverage private investment in projects that will catalyze reinvestment activity throughout the Study Area. Forecasts indicate that more than 1.0 million square feet of employment space (office), more than 1.6 million square feet of retail space and nearly 1,100 residential units could be absorbed in the market over the next ten years, from which the Study Area could benefit. The degree to which Downtown is able to capture new demand within the Trade Area (and beyond) will be a function of the redevelopment process itself.

Conclusions

Successful implementation of the Strategic Downtown Master Plan will depend on committed leadership from the public and private sectors. Success will also be dependent on removing barriers to investment; therefore, regulations will need to allow and encourage what the City and Downtown advocates want and prohibit what they don’t want. All policy and regulatory documents should be aligned towards the common goals expressed herein.

9 Implementation Principles

- 1 Recognize that DT is one submarket that competes with the fringe.
- 2 Downtown must be market-responsive.
- 3 Infrastructure must be protected and retained.
- 4 Successful downtowns are greater than the sum of their parts.
- 5 An effective organization must have many tools.
- 6 Public funds should leverage private investment.
- 7 Public policy must support downtown development.
- 8 Solutions must be holistic in nature.

While the Downtown is the heart of the community, it is but one subset of a larger market and has strengths which can be capitalized on and limitations which should be overcome. Downtown has a tremendous influence on the economic well-being of the entire region. Therefore, it is widely accepted that early projects in any revitalization effort should be publicly assisted until market conditions reach levels where new construction can support itself.

The proposed goals and actions are based on an approach which encourages strategic investment in a compact environment containing an appropriate mix of land uses, with a greater emphasis to multiple forms of access, resulting in a unique sense of place. The Plan is intended to assist the City of Grand Junction and the Downtown Partnership (DDA and DTA), business and property owners, and other advocacy partners with a technical framework for discussions regarding market opportunities, programming alternatives, and partnership strategies. The vision and directives referenced here were developed with input from the Steering Committee, Downtown stakeholders, and guidance from the Consultant Team.

Goals and Actions

Goal: Maintain and enhance the economic, cultural and social vitality of the Downtown Original Square Mile.					
Actions:	Maintain and expand public amenities and services in Downtown	Agency:	DDA	Tools:	Capital improvement planning
	Implement infill and redevelopment policies that support downtown		City		Establish concepts in overlay zone
	Encourage a wide mix of uses, offering retail and commercial services along street level and business/office/residential on upper floors in all except for residential areas		City		Establish in vision and intent of overlay zone
	Monitor market conditions and actively promote vitality of Downtown locations		DDA		Ongoing operational budget
	Continue to support and expand Art on the Corner		DDA		Ongoing operational budget
	Continue to support and expand the cultural offerings downtown, including theaters, museums and festivals		DDA, City		Ongoing operational budgets
	Enhance and preserve Whitman and Emerson Parks to encourage use by the community		City, DDA		Continuing to develop alternatives, work with partners

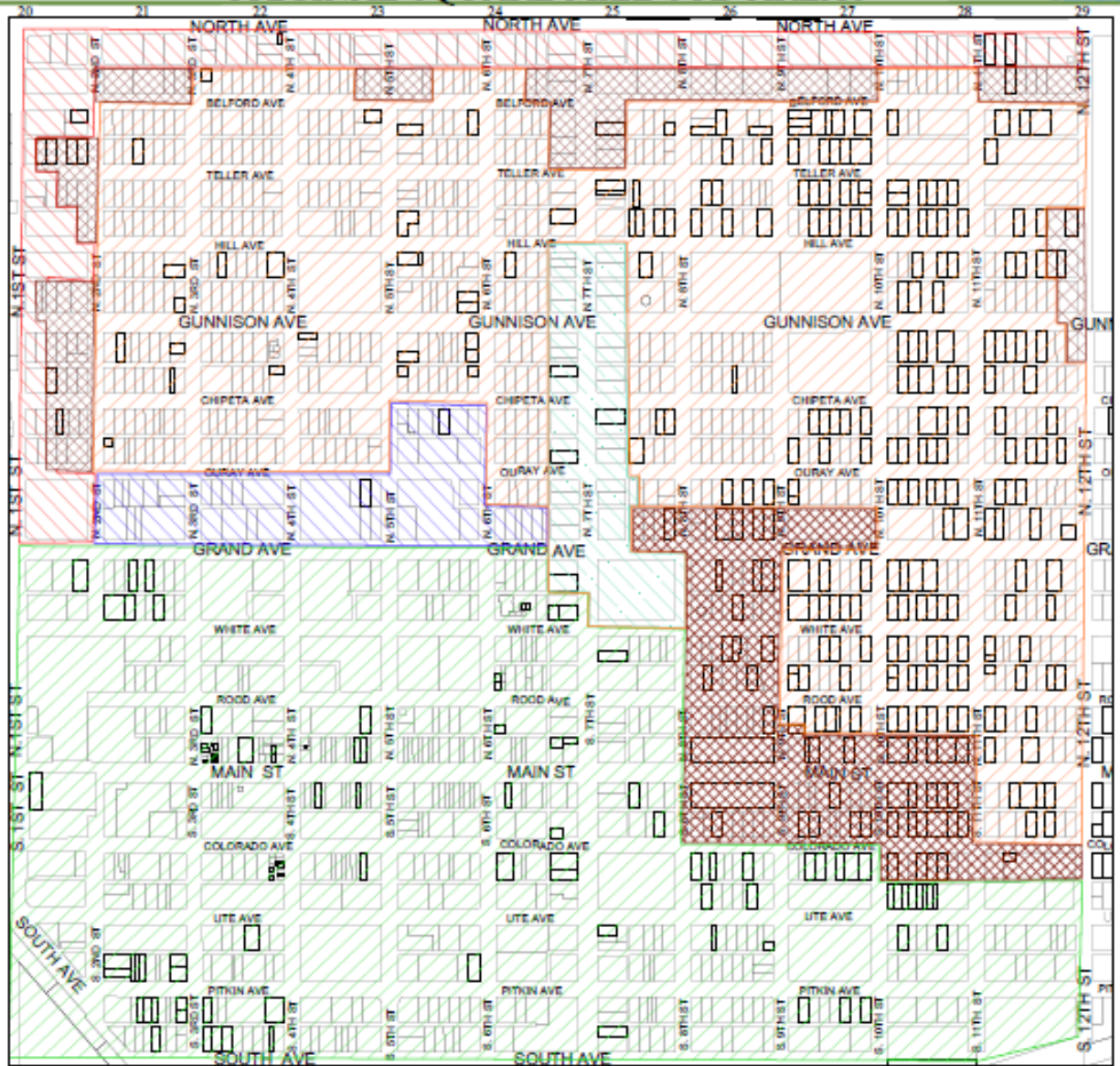
Goal: Promote downtown living by providing a wide range of housing opportunities in the Study Area.					
Actions:	Support a regional housing strategy with an emphasis on infill, downtown housing	Agency:	Multi-Agency	Tools:	Housing Strategy
	Educate developers about resources available for delivery of affordable units		Multi-Agency		Housing Strategy
	Amend zoning codes to accommodate vertical mixed-use development		City		Statement in zoning overlay to supplement existing zoning
	Educate local appraisers and real estate and financial institutions on valuing/under-writing mixed-use projects		Multi-agency		Housing Strategy
Goal: Enhance the transportation system to accommodate automobiles, bikes and pedestrians, and provide adequate, convenient parking.					
Actions:	Partner in investments for public right-of-way improvements	Agency:	City, DDA	Tools:	Ongoing partnerships
	Encourage pedestrian movement through good design, safe crossings, and identifiable connections		City		Ongoing directed effort on individual projects
	Reconfigure public thoroughfares to provide safe multi-modal transportation		City		Already reinforced through City transportation standards
	Advance and fund the Ute/Pitkin realignment to the south		Multi-agency		City-coordinated effort with DDA, CDOT
	Manage vehicular traffic in high pedestrian areas		City		Already reinforced through City

					transportation standards
	Incorporate bike routes on all residential streets that connect to the commercial core		City		Already reinforced through City transportation standards
	Prepare a long-term parking plan to maximize shared parking facilities		City, DDA		Ongoing partnerships, capital improvement planning
	Modify the codes to limit the establishment of private parking lots and find ways to fund public parking in the downtown area		City		Zoning overlay; consider option of PIL to parking fund in Central Business District
Goal: Stabilize and enhance the historic residential neighborhoods.					
Actions:	Discourage further encroachment of non-residential uses into the established residential neighborhoods	Agency:	City	Tools:	Zoning overlay
	Establish design standards for the transitional areas to include larger setbacks, detached sidewalks, appropriate building heights, and pedestrian-friendly features along the street		City		Zoning overlay
	Work with local lenders to offer low-interest rehabilitation loans for upgrades		City		Future infill/redevelopment program
	Establish a disbursement policy for service organization facilities		City		Already addressed in current code
	Establish a replacement housing policy for loss		Multi-		Housing Strategy

	of affordable units due to redevelopment initiatives		agency		
	Explore the options of a regional housing policy to address a variety of enforcement issues		Multi-agency		Consider establishing a Housing Maintenance Code
	Promote the establishment of neighborhood watch and neighborhood organizations		City		Neighborhood Services
Goal: Promote and protect the unique identity of the Downtown Area					
Actions:	Advance a façade improvement program to preserve historic character and structures of commercial structures	Agency:	DDA	Tools:	Façade Improvement Grant Program
	Develop a set of guidelines to address streetscape, landscape, building and façade design, as well as signage and parking standards specific to downtown		City		Zoning overlay, revised B-2 zone, consider revising signage code
	Enhance the aesthetic appeal of the area through gateway improvements		DDA		Capital improvement planning and wayfinding improvements
	Identify and promote designation of historic structures		City		Historical Preservation Board
	Develop a public signage palette with varying		DDA,		Wayfinding improvements

	sizes, poles and ornamentation, colors, fonts and logos		City		for Central Business District with possible expansion to Original Square Mile
Goal: Jump-start the revitalization and reinvestment in the downtown area with strategic catalyst projects.					
Actions:	Plan and budget for strategic property acquisition for future development	Agency:	DDA	Tools:	Capital improvement planning
	Identify locations for and promote the concepts of catalyst projects, including Public Building/Housing/Mixed-Use, Live/Work Units, Mixed-Use Retail/Residential, and Mixed-Use Retail/Office		Multi-agency		Ongoing partnerships (e.g. City Center RFP); capital improvement planning

ORIGINAL SQUARE MILE SUB-AREAS



Central Business District (CBD)	7th Street Historic District	Transitional Areas
Central Business District North (CBD North)	Residential Areas	Existing Commercial

City of Grand Junction, Colorado
 Planning and Economic Development Department
 2010 Grand Junction Comprehensive Plan
 Appendix A: Land Use and Planning
 A-10: Original Square Mile Sub-Areas
 11/2010

DOWNTOWN STRATEGIC PLAN AREA-WIDE CONCEPTS/THEMES

Establish and improve gateways to the Downtown Area (check those you agree with).

17 = 47.22%	<input type="checkbox"/>	7 th Street and North Avenue
15 = 41.67%	<input type="checkbox"/>	1 st Street and Grand Avenue
10 = 27.78%	<input type="checkbox"/>	12 th Street and Grand Avenue
17 = 47.22%	<input type="checkbox"/>	1 st and Main Streets
12 = 33.33%	<input type="checkbox"/>	12 th and Main Streets
10 = 27.78%	<input type="checkbox"/>	5 th Street and South Avenue
10 = 27.78%	<input type="checkbox"/>	7 th Street and Pitkin Avenue
6 = 16.67%	<input type="checkbox"/>	Other – please describe or locate on the attached map
<hr/>		
7 = 19.44%	<input type="checkbox"/>	No Answer

Examine the possibility of making 4th and 5th Streets both 2-way streets between Grand and North Avenues

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 7 = 19.44% A: 7 = 19.44% N: 2 = 5.56% D: 11 = 30.56% SD: 9 = 25.00% NA: 0 = 0.00%

Establish a distinctive public sign palette for the original square mile to include street signs and directional signs that have recognizable poles, ornamentation, colors, fonts and logos.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 18 = 50.00% A: 5 = 13.89% N: 12 = 33.33% D: 1 = 2.78% SD: 0 = 0.00% NA: 0 = 0.00%

Emphasize “walkability” of Downtown through ongoing improvements to pedestrian crossings, bicycle facilities (e.g. bike lanes on streets, bike racks at strategic locations).

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 28 = 77.78% A: 5 = 13.89% N: 3 = 8.33% D: 0 = 0.00% SD: 0 = 0.00% NA: 0 = 0.00%

CENTRAL BUSINESS DISTRICT (CBD) CONCEPTS/THEMES

I agree with the boundaries as shown for the Central Business District.

Yes 28 = 77.78% No 0 = 00.00% No Answer 8 = 22.22%

If no, please draw your proposed revisions on the attached map.

ARCHITECTURE

Establish a cohesive character/theme that harmonizes new structures with the existing buildings through common materials, scale and architectural details

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 26 = 72.22% A: 4 = 11.11% N: 2 = 5.56% D: 1 = 2.78% SD: 0 = 0.00% NA: 3 = 8.33%

Promote high density, vertically mixed use structures (e.g. retail at street level and residential or office above)

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 19 = 52.78% A: 11 = 30.56% N: 2 = 5.56% D: 2 = 5.56% SD: 0 = 0.00% NA: 2 = 5.56%

There should not be a height restriction in the CBD provided there are guidelines in place to address compatibility with surrounding uses and those are met by the proposed building.

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 5 = 13.89% A: 9 = 25.00% N: 4 = 11.11% D: 11 = 30.56% SD: 5 = 13.89% NA: 2 = 5.56%

Taller buildings should be located in the center of the CBD, with lower buildings on the edges of the CBD.

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 14 = 38.89% A: 10 = 27.78% N: 6 = 16.67% D: 4 = 11.11% SD: 0 = 0.00% NA: 2 = 5.56%

Preserve and restore significant historic structures

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 30 = 83.33% A: 2 = 5.56% N: 2 = 5.56% D: 1 = 2.78% SD: 0 = 0.00% NA: 1 = 2.78%

Promote infill development that is compatible with the existing downtown character

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 22 = 61.11% A: 11 = 30.56% N: 1 = 2.78% D: 1 = 2.78% SD: 0 = 0.00% NA: 1 = 2.78%

SITE/AREA IMPROVEMENTS

The streetscape will be dominated by buildings rather than parking lots

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 16 = 44.44% A: 12 = 33.33% N: 3 = 8.33% D: 1 = 2.78% SD: 0 = 0.00% NA: 4 = 11.11%

Uses and activities in the CBD will have a maximum amount of parking that can be provided to encourage shared parking and reduce surface parking within the CBD.

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 13 = 36.11% A: 12 = 33.33% N: 6 = 16.67% D: 0 = 0.00% SD: 0 = 0.00% NA: 5 = 13.89%

Explore new ways to pay for public parking.

Strongly Agree Agree Neutral Disagree Strongly Disagree

Strategic Downtown Master Plan Zoning Overlay

SA: 8 = 22.22% A: 14 = 38.89% N: 10 = 27.78% D: 1 = 2.78% SD: 0 = 0.00% NA: 3 = 8.33%

Provide streetscape details that compliment the architectural character of downtown Grand Junction.

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 27 = 75.00% A: 8 = 22.22% N: 0 = 0.00% D: 0 = 0.00% SD: 0 = 0.00% NA: 1 = 2.78%

The most important streetscape characteristics to me are (check all that apply):

- 24 = 66.67% Downtown entries have landscaped medians, corner bulbs, special signs
- 27 = 75.00% Hardscaped areas (brick pavers or concrete) that also provide for furnishings, sculptures and planted areas
- 33 = 91.67% Street trees
- 28 = 77.78% Lighting that is down lit and with historical style poles
- 24 = 66.67% Distinctive street lighting for downtown residential core
- 28 = 77.78% Sitting/gathering areas such as small plazas, play areas and performance venues

CENTRAL BUSINESS DISTRICT (CBD) NORTH CONCEPTS/THEMES

I agree with the boundaries as shown for the CBD North area.

Yes 26 = 74.29% No 1 = 2.86% No Answer 8 = 22.86%

If no, please draw your proposed revisions on the attached map.

ARCHITECTURE

Establish a cohesive character/theme that harmonizes new structures with the existing buildings through common materials, scale and architectural details

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 23 = 65.71% A: 6 = 17.14% N: 3 = 8.57% D: 1 = 2.86% SD: 0 = 0.00% NA: 2 = 5.71%

Promote vertically mixed use structures (e.g. retail at street level and residential or office above)

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 18 = 51.43% A: 15 = 42.86% N: 1 = 2.86% D: 0 = 0.00% SD: 0 = 0.00% NA: 1 = 2.86%

The maximum building height of 65 feet shall only be allowed along the Grand Avenue side. The buildings should “step down” so that the fronts of buildings that are directly across the street from residential buildings or uses are only 35 feet in height.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 14 = 40.00% A: 8 = 22.86% N: 10 = 28.57% D: 0 = 0.00% SD: 0 = 0.00% NA: 3 = 8.57%

Scale and massing of buildings or portions of buildings along Ouray and Chipeta Avenues will be compatible with residential scale.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 28 = 80.00% A: 3 = 8.57% N: 3 = 8.57% D: 0 = 0.00% SD: 0 = 0.00% NA: 1 = 2.86%

SITE/AREA IMPROVEMENTS

Buildings should have a maximum setback of 25 feet so that parking and delivery areas must be located behind rather than in front of the buildings.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 18 = 51.43% A: 8 = 22.86% N: 7 = 20.00% D: 1 = 2.86% SD: 0 = 0.00% NA: 1 = 2.86%

Streetscape along Grand Avenue and 4th and 5th Streets will continue in a design compatible with the existing improvements along Grand Avenue (e.g. decorative pavement and street trees).

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 23 = 65.71% A: 4 = 11.43% N: 6 = 17.14% D: 0 = 0.00% SD: 0 = 0.00% NA: 2 = 5.71%

Streetscape along Ouray and Chipeta Avenue will continue in a design compatible with the existing residential character (e.g. detached sidewalk, landscaping in park strip between curb and sidewalk, and street trees).

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 24 = 68.57% A: 6 = 17.14% N: 2 = 5.71% D: 0 = 0.00% SD: 0 = 0.00% NA: 3 = 8.57%

Where available, some parking for non-residential uses may be on the street but only in front of the actual use, not in front of other adjacent uses.

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 16 = 45.71% A: 7 = 20.00% N: 4 = 11.43% D: 3 = 8.57% SD: 2 = 5.71% NA: 3 = 8.57%

DOWNTOWN RESIDENTIAL CORE CONCEPTS/THEMES

I agree with the boundaries as shown for the downtown residential core.

Yes 28 = 77.78% No 5 = 13.89% No Answer 3 = 8.33%

If no, please draw your proposed revisions on the attached map.

No large-scale redevelopment projects will be allowed within the downtown residential core.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 23 = 63.89% A: 4 = 11.11% N: 5 = 13.89% D: 3 = 8.33% SD: 0 = 0.00% NA: 1 = 2.78%

The downtown residential core should be preserved for residential uses only with no further encroachment of non-residential uses.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 27 = 75.00% A: 1 = 2.78% N: 4 = 11.11% D: 3 = 8.33% SD: 0 = 0.00% NA: 1 = 2.78%

Maintain the existing character of the house styles within the downtown residential core neighborhood – new construction or alteration must be compatible with key architectural characteristics and site elements of the neighborhood.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 29 = 80.56% A: 4 = 11.11% N: 1 = 2.78% D: 2 = 5.56% SD: 0 = 0.00% NA: 0 = 0.00%

Maintain and enhance the pattern of landscaped front yards that gives the downtown residential core neighborhood a distinctive, friendly appearance.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 27 = 75.00% A: 3 = 8.33% N: 2 = 5.56% D: 2 = 5.56% SD: 0 = 0.00% NA: 2 = 5.56%

Regulate the scale of accessory structures to maintain their character as subordinate to the primary residence.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 27 = 75.00% A: 5 = 13.89% N: 3 = 8.33% D: 0 = 0.00% SD: 0 = 0.00% NA: 1 = 2.78%

New construction of accessory structures may be allowed to be built at historic setbacks (e.g. there could be a zero foot setback from the alley and only 3 feet from neighboring property line).

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 11 = 30.56% A: 9 = 25.00% N: 9 = 25.00% D: 3 = 8.33% SD: 2 = 5.56% NA: 2 = 5.56%

Where existing residential zoning allows, provide a diversity of housing types through development of multi-family housing that is in keeping with the character of the neighborhood.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 13 = 36.11% A: 12 = 33.33% N: 6 = 16.67% D: 1 = 2.78% SD: 4 = 11.11% NA: 0 = 0.00%

Discourage tearing down existing historic homes in order to construct new residential structures.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 21 = 58.33% A: 7 = 19.44% N: 5 = 13.89% D: 1 = 2.78% SD: 2 = 5.56% NA: 0 = 0.00%

Strategic Downtown Master Plan Zoning Overlay

Regulate the spacing of non-traditional residential uses (e.g. service organizations, group homes) so as to equitably disburse them throughout the downtown residential area.

Strongly Agree Agree Neutral Disagree Strongly Disagree

SA: 19 = 52.78% A: 6 = 16.67% N: 8 = 22.22% D: 2 = 5.56% SD: 0 = 0.00% NA: 1 = 2.78%

DOWNTOWN TRANSITIONAL CORRIDORS CONCEPTS/THEMES

I agree with the boundaries as shown for the downtown transitional corridors.

Yes 21 = 60.00% No 9 = 25.71% No Answer 5 = 14.29%

If no, please draw your proposed revisions on the attached map.

Reuse of residential structures and new construction in the transitional corridors shall retain residential character.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 24 = 68.57% A: 6 = 17.14% N: 3 = 8.57% D: 0 = 0.00% SD: 0 = 0.00% NA: 2 = 5.71%

The most important residential characteristics to me are (check all that apply):

- 29 = 82.86% Maintain landscaped front yards (no parking in the front yard)
24 = 68.57% Setback of building from street
30 = 85.71% Small, low signage
31 = 88.57% Maintain or construct building forms that are typical of residential architecture (e.g. 1-1/2 to 2 stories, sloping roofs, window pattern, porches)
28 = 80.00% Use materials that are similar in color and texture as those in the residential neighborhood (e.g. roofing, siding)
29 = 82.86% Minimize the visual impact of parking provided for the transitional uses
3 = 8.57% Other – Please List, Describe _____
-

Front yards of transitional uses shall be reserved for landscaping, sidewalks and driveway access to parking areas and signage to maintain the residential character.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 24 = 68.57% A: 6 = 17.14% N: 3 = 8.57% D: 0 = 0.00% SD: 0 = 0.00% NA: 2 = 5.71%

Keep signs for the non-residential uses subordinate to the residential character.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 27 = 77.14% A: 6 = 17.14% N: 1 = 2.86% D: 0 = 0.00% SD: 0 = 0.00% NA: 1 = 2.86%

Regulate maximum building size in transitional corridors.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 24 = 68.57% A: 6 = 17.14% N: 1 = 2.86% D: 3 = 8.57% SD: 0 = 0.00% NA: 1 = 2.86%

Regulate hours of operation for transitional uses.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 13 = 37.14% A: 6 = 17.14% N: 11 = 31.43% D: 4 = 11.43% SD: 0 = 0.00% NA: 1 = 2.86%

Regulate building, site and signage lighting for transitional uses to minimize impact on adjacent residential core.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 26 = 74.29% A: 6 = 17.14% N: 1 = 2.86% D: 1 = 2.86% SD: 0 = 0.00% NA: 1 = 2.86%

Regulate parking and screening on non-residential sites to minimize impact on adjacent residential core.

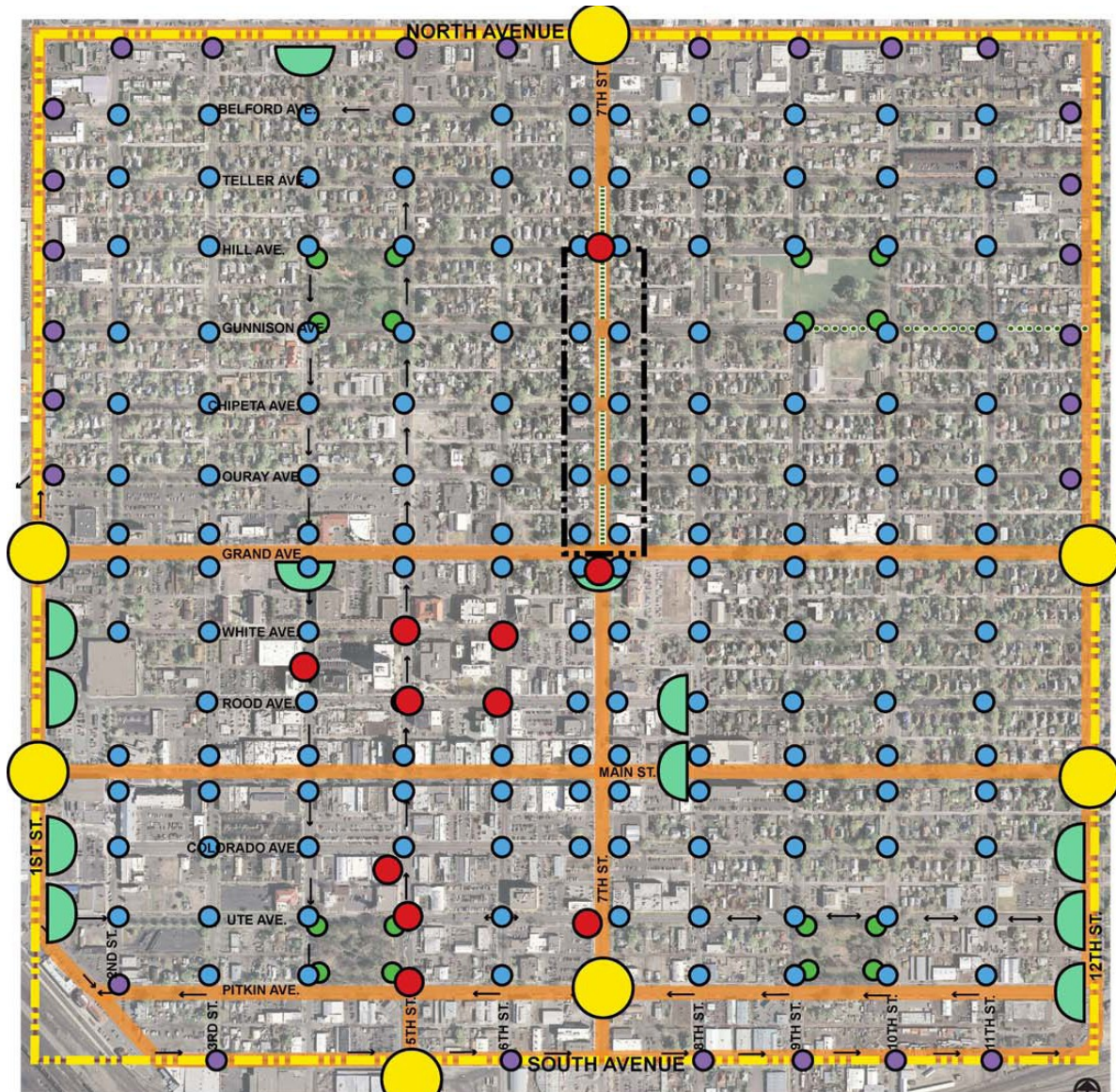
Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 24 = 68.57% A: 7 = 20.00% N: 1 = 2.86% D: 1 = 2.86% SD: 0 = 0.00% NA: 2 = 5.71%

Transitional uses should not be allowed to have outdoor storage areas.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 15 = 42.86% A: 6 = 17.14% N: 8 = 22.86% D: 3 = 8.57% SD: 1 = 2.86% NA: 2 = 5.71%

Where available, some parking for non-residential uses may be on the street but only in front of the actual use, not in front of other adjacent uses.

Strongly Agree Agree Neutral Disagree Strongly Disagree
SA: 16 = 45.71% A: 6 = 17.14% N: 6 = 17.14% D: 3 = 8.57% SD: 2 = 5.71% NA: 2 = 5.71%



(Aerial Photo, March 2007)



Wayfinding and Signage Strategy

Downtown Strategic Plan

May 12, 2008
Scale: 1" = 200'

LEGEND

- Study Area Boundary
- 7th Street
- Historic District Boundary
- 7th Street Median
- Gunnison Ave. Tree Median
- Major Collectors
- One Way Street
- Two Way Street
- Original Square Mile Gateways
- Downtown Indicators and Directional Signage
- Identifiers
- Perimeter Street Signs
- Internal Street and Regulatory Signs
- Parks

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

**AN ORDINANCE AMENDING ORDINANCE NO. 2211 BY ADOPTION OF THE 7TH
STREET RESIDENTIAL HISTORIC DISTRICT ZONING OVERLAY DESIGN
STANDARDS AND GUIDELINES,
AMENDING THE ZONING AND DEVELOPMENT CODE TO ADD SECTION 7.7**

RECITALS:

Many of the recommendations of the Strategic Downtown Master Plan can be implemented through the use of an overlay zone district. In 1984 the City Council zoned A portion of the District PR-8. Almost 25 years later the City has completed a planning process that includes the 7th Street Historic District in its entirety. The 7th Street Historic District would benefit from overlay zoning because:

- 1) it is not clear whether a plan to implement the PR-8 zoning was adopted in 1984;
- 2) the 1984 plan, if adopted, is not clear and does not adequately address the unique historic character of the neighborhood; and
- 3) the planning area has not been, until now, comprehensively reviewed.

The 7th Street Historic District Design Standards and Guidelines are being proposed for the properties included in the designated National Register Historic District, which includes those properties adjacent to 7th Street between Teller and Grand Avenue, as well as the properties at the southeast and southwest corners of 7th Street and Grand Avenue. The Design Standards and Guidelines are incorporated as a part of the Planned Development zoning for the properties north of Grand Avenue, and as an overlay zone for the properties south of Grand Avenue.

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

That Ordinance No. 2211 is hereby amended to adopt, and as necessary or required, repeal the 1984 "Seventh Street Planned Development District PR-8". Furthermore, be it ordained that the "7th Street Historic District Design Standards and Guidelines" be adopted and applied to the area shown In Attachment A and described as:

- Lots 11 through 21, inclusive, Block 39;
- Lots 1 through 11, inclusive, Block 40;
- Lots 1 through 10, inclusive, Block 49;
- Lots 11 through 21, inclusive, Block 50;
- Lots 11 through 20, inclusive, Block 61;
- Lots 1 through 10, inclusive, Block 62;
- Lots 1 through 11, inclusive, Block 71;
- Lots 11 through 21, inclusive Block 72;
- Lots 11 through 13, inclusive, Block 83;
- Lots 14 through 16, inclusive, Block 83; and

All of Block 84, City of Grand Junction, Section 14 1s 1W except the right-of-way in the northwest corner,
All in the City of Grand Junction, Colorado.

Further, that the Zoning and Development Code be amended to add Section 7.7.
The City Council authorizes the Clerk to publish the amendment by pamphlet.

Introduced on first reading this ____ day of _____, 2009.

Passed and adopted on second reading the ____ day of _____, 2009.

ATTEST:

City Clerk
Council

President of the



**NORTH 7th STREET RESIDENTIAL
HISTORIC DISTRICT ZONING OVERLAY**



**AUGUST 2009
DRAFT**

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1 HISTORY

The North Seventh Street Historic Residential District encompasses the area as shown on the map below – generally 7th Street between Hill and White Avenues and the north-south alleyways on the east and west sides of 7th Street. The North Seventh Street



Historic Residential District was listed in the National Register of Historic Places in 1984. The district is the most intact historic residential area in the community and includes noted architect Eugene Groves' 1925 Lowell School. The District includes 34 structures, primarily homes, that were constructed in the community's early years by some of the most prominent and prosperous citizens of the time.

The street itself was shown on the City's original town plat as a 100-foot wide avenue designed to serve, as it does today, as a major north-south thoroughfare to the downtown commercial area just three blocks to the south. The wide boulevard became home to many merchants and professional people in the area as they built homes along the corridor between the 1890s and 1930s. The architecture reflects influences and interpretations of several popular turn-of-the-century styles including Queen Anne, Colonial Revival and Mission as well as a progression of development from modest cottages to elaborate bungalows. This resulted in a varied, eclectic and unique character along the corridor that is enhanced by the wide tree-lined boulevard, with its planted median.

2 PROJECT BACKGROUND

The City's *Strategic Downtown Master Plan* identified goals, actions and tools for implementing the plan for the entire original square mile, including the North Seventh Street Residential Historic District. Development of a zoning overlay for the area was identified as one of the tools that could best address many of the desired goals and actions. Because the North Seventh Street District is such a unique area in the community and in downtown, it was suggested that a separate overlay zone be developed for the area.

It is recognized that the shady, tree-lined stretch of North 7th Street with its eclectic architecture deserves to be preserved yet, at the same time, this unique district is constantly changing. The North Seventh Street Historic Residential District Zoning Overlay is intended to provide guidance and criteria for maintaining the district as well as accommodating reasonable change as both public and private improvements are made to the properties within the neighborhood. If properly administered and adhered to, the guidelines and standards of the overlay zone should result in public and private development improvements (or a combination thereof) that achieve, as a minimum, a common level of quality in terms of site design, architectural design, landscaping and other site improvements.



The general purposes of the guidelines and standards are:

- To preserve the historical and/or architectural value of buildings.
- To create an aesthetic appearance of the properties and the streetscape within the district that complements the historic buildings.
- To stabilize and improve property values.

These guidelines and standards were developed upon an analysis of the existing character of the District as summarized in the information developed for each property as included in Appendix B. In addition, property owners within the District were asked to complete a questionnaire for their input on the important characteristics of the District and the concepts for the preservation and protection of those characteristics. The questionnaire process is summarized in Appendix C.

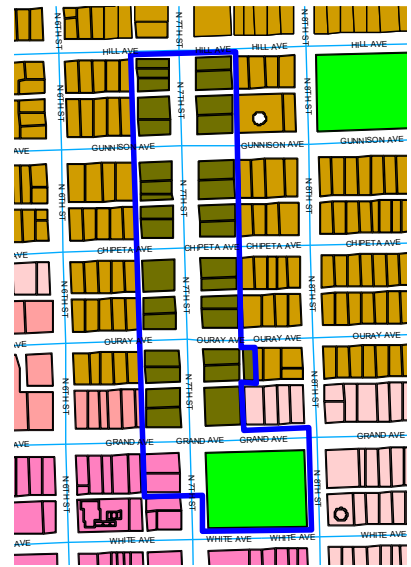
The guidelines and standards of this zoning overlay supplement other development regulations such as the *City Zoning and Development Code*, which includes detailed criteria by zone district, planned development regulations, design and improvement standards, supplemental use regulations and sign regulations and the City Transportation and Engineering Design Standards (TEDS). In the instance the guidelines and standards of this overlay are silent on a development concern, the existing regulations shall apply.

The guidelines and standards identify design alternatives and specific design criteria for the visual character and physical treatment of private development and public improvements within the North Seventh Street District. They are adopted through an overlay zoning district, which will establish the means by which the standards are administered and enforced.

3 LAND USE

A. UNDERLYING ZONING

The underlying zoning for that portion of the North 7th Street District that is zoned Planned Development (PD – Dark Green) shall be Residential 8 (R-8). Any zoning issue not addressed by the following guidelines and standards including but not limited to Intensity/Density, Performance Standards and Bulk Standards shall defer to the R-8 zone district as outlined in the *Zoning and Development Code* as amended.



Included in the District are three properties south of Grand Avenue: two converted houses on the west side of 7th Street and R-5 High School on the east. The houses are zoned Downtown Business (B-2 – Bright Pink) and the school is zoned Community Services and Recreation (CSR – Bright Green). While the overlay applies to these properties, the zoning remains unchanged. Because the zones are not Planned Development (PD) no underlying zoning need be identified.

B. ALLOWED BASE USES

The specific uses in the North Seventh Street Historic Residential District are as listed below by address.

WEST SIDE

- 739 7th St – Single Family
- 731 7th St – Daycare
- 727 7th St – Daycare
- 715 7th St – Daycare
- 707 7th St – Single Family
- 639 7th St – Single Family
- 625 7th St – Single Family
- 621 7th St – Single Family
- 611 7th St – Single Family
- 605 7th St – 2 units/2 bldgs; 1 unit each
- 535 7th St – Church
- 515 7th St – Single Family
- 505 7th St – Single Family

- 445 7th St – Single Family
- 433 7th St – Single Family
- 417 7th St – Single Family
- 407 7th St – Single Family
- 337 7th St – Office – 4 units

EAST SIDE

- 750 7th St – Single Family
- 726 7th St – 4 units/1 building
- 712 7th St – Single Family
- 706 7th St – Single Family
- 640 7th St – Boarding House 4 Rooms
- 626 7th St – 5 units/1 building
- 620 7th St – 4 units/1 building
- 604 7th St – Single Family
- 536 7th St – Single Family
- 522 7th St – Single Family
- 520 7th St – Single Family
- 710 Ouray – Single Family
- 440 7th St – 2 units / 2 bldgs; 1 unit each

- 428 7th St – Single Family
- 720 Grand – Church
- 310 7th Street – School

327 7th St – Office – 10 units

C. OTHER ALLOWED RESIDENTIAL USES

The following uses are allowed within the North Seventh Street Historic Residential Uses subject to review and compliance with the *Zoning and Development Code*. The City of Grand Junction Historic Preservation Board shall be a review agency for all such applications.

- Residential Sub-Units
- Accessory Units
- Bed and Breakfast 1 to 3 Rooms
- Home Occupation
- Home-based Daycare

D. ALL OTHER USES

This Overlay Zone is not intended to categorically prevent any future use changes but to ensure that if they occur, they are carried out in a consistent manner and with appropriate opportunity for public input. Changes to uses other than the allowed residential uses listed in C. above, require staff review and recommendation to the Planning Commission. City Council shall be the decision maker. The public hearing procedure shall be in accordance with that of a rezone application in the *Zoning and Development Code*. The City of Grand Junction Historic Preservation Board shall be a review agency for all such applications. In addition, any demolition or removal of any principal structure shall be reviewed in accordance with this paragraph.

E. REVIEW OF ALTERATIONS

Alterations shall be subject to administrative review per the *Zoning and Development Code*. Appeals of a Director’s decision and variance requests shall be heard by the Grand Junction Planning Commission. The City of Grand Junction Historic Preservation Board shall be a review agency for all such applications.

- The addition or removal of any accessory structure.
- Additions or major exterior alterations, such as siding, windows, doors and porch enclosure on a principal structure where there is no change of use.
- The addition or alteration of any major site features such as parking areas, accesses, fencing and signage.

4 DESIGN GUIDELINES AND STANDARDS

A. STREETScape AND DISTRICT IDENTIFICATION

1. **Views.** The District's unique buildings are bordered by a mature, tree-lined street, which creates an extended horizontal view. This open view gives the buildings in the District visibility and provides safety. Through application of the overlay property owners and the City will:
 - Maintain the direct visual line of sight up and down the North 7th Street corridor and at the cross street corners by minimizing unnecessary visual clutter and distraction.
 - Maintain and enhance the historic character of landscaping in the median and the park strip between the curb and sidewalk along North 7th Street. Materials should be primarily grass, street trees and low ornamental plants.
 - Park strips should not be planted with dense, tall materials as they detract from the overall character of the streetscape and impede visibility and safety for pedestrians and vehicles.
 - Parking is not allowed in the park strip along 7th Street or on the side streets.
2. **Landscaping.** The District's unique streetscape enhances the architectural character. Through application of the overlay property owners and the City will:
 - Maintain and restore where missing, the historic spacing of mature street trees along the North 7th Street corridor. Street trees along North 7th Street provide full canopy coverage for shade for residents and pedestrians. Street trees should remain intact, with new trees planted to fill in where they may be missing or as aging trees are replaced.
 - Maintain and enhance the historic character of landscaping in the median and the park strip between the curb and sidewalk along North 7th Street. Materials should be primarily grass, street trees and low ornamental plants. Landscaping these areas with no living material is highly discouraged.



- Park strips should not be planted with dense, tall materials as they detract from the overall character of the streetscape and impede visibility and safety for pedestrians and vehicles.

3. District Identification. Clear, legible, unified signage allows visitors to immediately recognize they have entered the District. Currently, there are identification signs at either end of the District but they are not consistent in appearance. Through application of the overlay property owners and the City will:

- Enhance the character of the District by providing clear entrance signage and/or other design features that clearly identifies the District.



- Replace historic street names in the sidewalk at all cross-street intersections within the District.

B. ARCHITECTURAL CONSIDERATIONS

1. Building Proportions. Maintaining a building's historical massing and scale and a consistent building height gives the District a unique appearance that helps preserve its historical character and reinforces the distinct architectural period and style of the District.

- The arrangement of building components or volumes into a whole structure constitutes its mass and scale. The building's overall massing and form should honor its historical style. In the North 7th Street District, the building forms have historically reflected a human scale.
- Buildings within the district shall be no taller than three stories or 35 feet whichever is greater.
- First floor facades that face North 7th Street shall be of a height similar to adjacent buildings not to exceed 35 feet to further create visual unity.

2. Building Setbacks and Placement on the Lot. Cohesiveness within the District begins with the alignment of individual properties, which gives way to cohesive blocks. Maintaining the setbacks/building placement is necessary.



- Primary structures up and down the street shall visually align. Maintain a minimum front yard setback of 20 feet and a maximum of 30 feet for all primary structures.
- Maintain the historic pattern of side yard setbacks for principal structures that establish a consistent spacing of facades on the streetscape.

3. Roofs. Severely altering a building's roof changes a building's height, façade, and support structures. This ultimately alters the building's historic form and does not preserve its historic character.

- Roof shape, pitch and overhang shall keep the building's original construction and historical style.



- Keeping rooftop features such as chimneys and other fixtures is encouraged to reinforce the building's historical style.

4. Entrances. The buildings in the District were designed to face North 7th Street. This is Grand Junction's only downtown residential example where entire blocks of houses face a north-south street. This detail is a defining characteristic for the District and must be maintained. Modification of the size and/or location of the doorway changes the overall style of a building's façade.

- Unless a building was originally designed differently on a corner property, the primary building entrances shall face North 7th Street.
- Doorways shall keep the building's original construction and historical style.



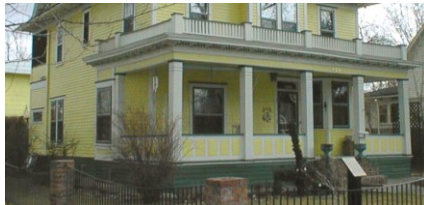
5. **Windows.** Modification of the size and/or location of a building's windows changes the overall style of its façade. Window shape, alignment and style must be protected to preserve the building's historic character.

- Maintain the historic pattern of windows and their vertical and horizontal rhythms. Openings should not be enlarged, closed off or otherwise altered in form.
- Repair and maintenance of windows is a primary need. Replace window sashes and frames with components that match the originals as closely as possible.



- Shade structures such as awnings are appropriate additions to windows provided materials are consistent with the architectural style. Primary materials shall be cloth and wood. Plastic, vinyl and metal shade structures are not allowed.

6. **Porches, Stairs and Entry Platforms.** A key characteristic of many of the buildings in the North 7th Street District is the pattern and prominence of the raised, first floor porches, regardless of the architectural style or period. This important element of the streetscape and its components of construction must be maintained.



- Maintain porches as integral parts of the overall building character and style.
- The ground plane of any entry platform or stairs should stand no higher than one-half a story.
- Avoid enclosing a porch whenever possible. If it must be done, design the enclosure so that the original lines of the porch roof, eaves and supports are preserved.

7. **Accessibility and Fire Escapes.** For certain types of building uses, handicapped access and/or fire access may be required.

- For accessible ramps, use the same materials and design ramps to be compatible with the architectural style of the building. The ramp should provide a non-skid surface and have no greater than a 1 to 12 slope.
- For fire access, there are design alternatives available which are inexpensive and unobtrusive. Avoid construction of a large, intrusive metal or wooden structure on the front or visible side of a building whenever possible. A simple metal pole or ladder attached to a rear or secondary façade and painted in the wall or trim color is the recommended solution.

8. Exterior Materials. As historic homes age, exterior materials inevitably need replacing. Whether scientific advancement has deemed a certain material unsafe or a material is simply worn, it is important to replace these materials in a manner that reflects the building’s historical style in order to preserve the district’s overall character.

- Exterior surfaces should be replaced with historically accurate materials.
- If the former is not possible, exterior wall surfaces, foundation, roofing, trim, gutters, downspouts, exterior lighting and other unique detailing can be replaced with modern materials provided that the appearance is consistent with the historical character.
- Hazardous materials that do not pose a threat can remain a part of the structure. Hazardous materials that must be replaced should be done in a manner that keeps a building’s historic style.

9. Repairs and Renovations. As historic homes age, repairs and renovations are inevitable. It is important to maintain a building’s historic style in order to preserve the overall historic character of the District. Demolishing a building for any reason other than structural safety may not occur without consent of the City.

- Repairs and renovations may employ modern materials provided they blend in and do not detract from a building’s historical style.
- Use of modern materials may be allowed provided they are not permanent and can be removed without damage to the underlying materials or structure of the building.
- No new primarily nonresidential structures shall be built in the District.

10. Additions and Secondary Buildings. The primary structures along North 7th Street historically define the District. Each primary structure must be maintained

and each building's historical form should not be severely altered to preserve the character of the district.

- Secondary structures shall not be taller than the highest eave line of the primary structure.
- Additions shall not exceed 35 percent of the gross square footage of the principal structure and not be visually prominent. Position and design additions so that they are subordinate to and do not alter the original proportions of the front façade.
- Maintain the historical alignment of buildings when constructing additions.
- If additional floors are constructed, set back the addition to preserve the historic eave or roof line of the original structure.
- The height of the addition shall not exceed the overall height (roof peak) of the original structure.
- The materials used for additions should be similar to materials used on the original building.
- Respect the character of existing openings and continue the pattern where feasible.

C. DEMOLITION

Designation of a structure within the North 7th Street Residential Historic District does not mean that it cannot be demolished. The following shall be considered when determining whether or not a structure may be demolished.

- Whether the structure is contributing and has significant historical importance.
- Whether the structure is an essential part of a unique street section or block and whether that can be appropriately reestablished by a new structure.
- The state of repair and the structural stability of the building.

D. SIGNAGE AND SITE IMPROVEMENTS

1. **Fencing.** Fencing in the front yards of properties along North 7th Street limits the north-south views and detracts from views of the architectural facades of the buildings.



- Fencing is allowed on all sides of the property according to the *Zoning and Development Code*.
- Fencing in rear and side yards shall be subject to the regulations of the *Zoning and Development Code*.
 - Front yard fencing within the 7th Street District shall not exceed 36 inches in height and be of an open design. On a corner lot, this shall apply to both the 7th Street frontage as well as the side street frontage. Along the side street, fencing from the rear corner of the principal structure to the north-south alleyway, may exceed 36 inches in height and be of a material acceptable under the *Zoning and Development Code*.
 - Front yard fencing materials should be in keeping with the building's historical style. The color and texture of the materials should be coordinated with the adjacent structures. Wood, brick and wrought iron are the most appropriate front yard fencing materials. The use of split rail, chain link and wire mesh is not allowed.
2. **Parking.** Front driveways and on-street parking along 7th Street are not allowed.
 - For all uses within the District, maintain the historic pattern of automobile uses at the rear of the lot or off side streets. No parking is allowed in the front yard setback except on side streets if located in the rear half of the parcel.
 - Commercial parking, paved parking lots and accessory parking structures shall be screened from views from 7th Street.
 3. **Individual Building Signage.** Modern signage detracts from a building's visual impact and overshadows architectural detail.
 - Signage shall blend with the historical style of the building to reflect the district's overall historic character of the District.

- Design of a sign shall reflect the unique details, materials and colors of the site's architecture and landscape.

APPENDICES

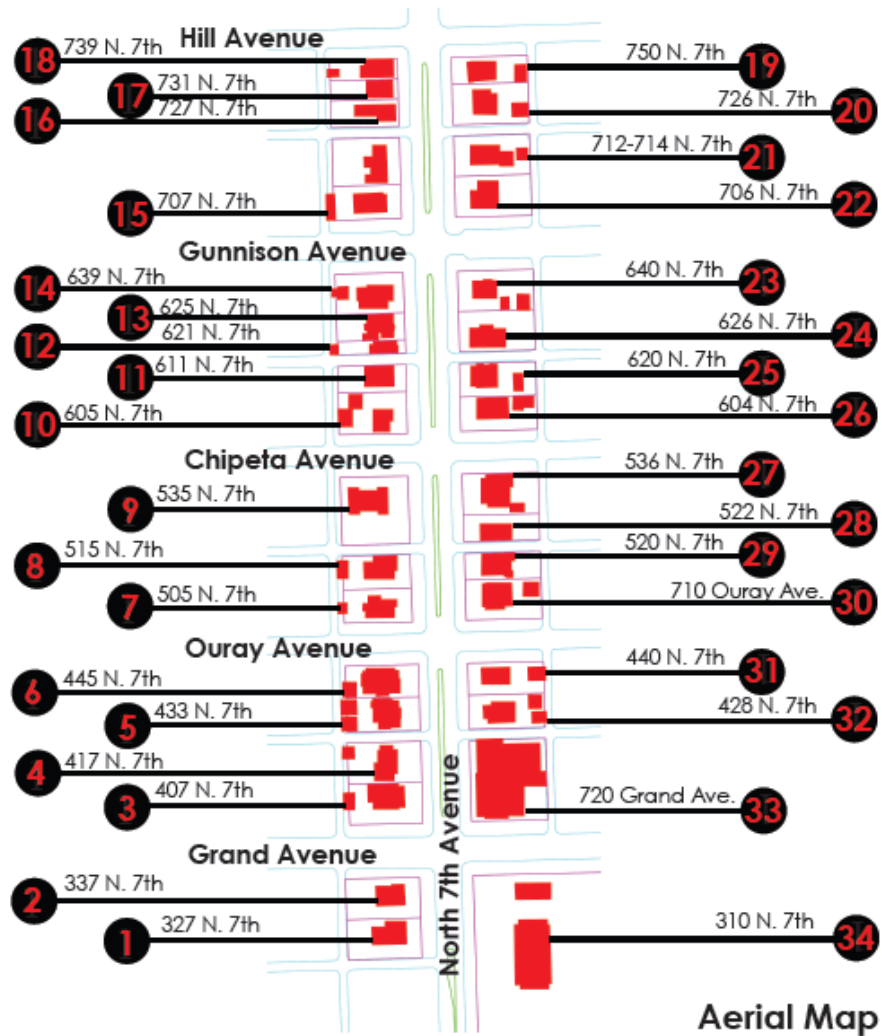
North 7th Street Historical Residential District



The North 7th Historical Residential District is Grand Junction's only nationally registered historic neighborhood. To the left is an aerial map of the district, and below is a collection of profile cards depicting the unique architectural stylings of all thirty-four houses in the district.

KEY

- median
- street/alley
- bldg footprint
- property line



1. Doc Shores House



Address: 327 North 7th Street
Zone District: B-2, downtown business
Principal Use: office space
Original Owner: Cyrus "Doc" Shores
Date of Construction: 1893

Form/Shape

Bulk

Height

Roof Shape/ Materials
 mansard gable flat hip

Wall
 stucco brick siding shingle wood trim

Foundation
 brick stone cement
Entryway



Style: Italiante
Platforms: side porch
Additions/Alterations: yes
Accessory Structures: none
Fencing/Walls: none
Landscaping: minimal
Signage: stand alone
Unique/Distinguishing Elements: unique columns and trim
Is Property a Focal Point or Orientation Landmark? yes
Observations: backyard consumed entirely by paving

2. White House



Address: 337 North 7th Street
Zone District: B-2, downtown business
Principal Use: office space
Original Owner: W. F. White
Date of Construction: 1893

Form/Shape



Bulk



Height



Roof Shape/ Materials



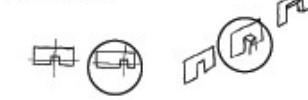
Wall



Foundation



Entryway



Style: Colonial Revival, Tudor Revival, Queen Ann
Platforms: small covered entrance
Additions/Alterations: yes
Accessory Structures: none
Fencing/Walls: none
Landscaping: minimal
Signage: stand alone
Unique/Distinguishing Elements: unique columns and windows
Is Property a Focal Point or Orientation Landmark? yes
Observations: backyard consumed entirely by paving



3. Herman Bull House

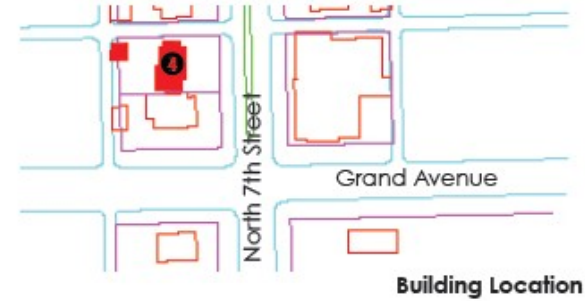


Address: 407 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residence
Original Owner: Dr. Herman Bull
Date of Construction: 1906

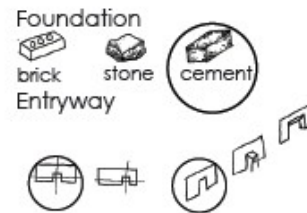
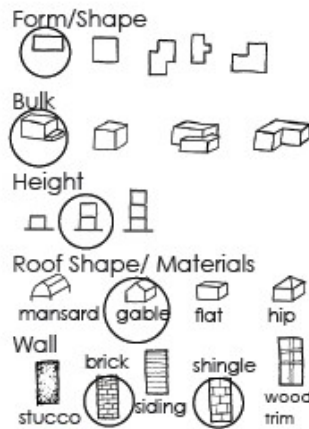
<p>Form/Shape</p>	<p>Foundation</p>
<p>Bulk</p>	<p>Entryway</p>
<p>Height</p>	
<p>Roof Shape/ Materials</p>	
<p>Wall</p>	

Style: Spanish
Platforms: enclosed front porch
Additions/Alterations: no
Accessory Structures: garage
Fencing/Walls: stone
Landscaping: Colorado
Signage: 2 stand alone
Unique/Distinguishing Elements: decorative arched parapets, arch motif
Is Property a Focal Point or Orientation Landmark? yes
Observations: interesting spiral detailing, strong representation of Spanish style

4. Warren House



Address: 417 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residence
Original Owner: Dr. George and Nettie Warner
Date of Construction: 1902



Style: Eclectic
Platforms: back balcony
Additions/Alterations: yes
Accessory Structures: garage
Fencing/Walls: wood
Landscaping: flowering
Signage: none
Unique/Distinguishing Elements: double chimney, flowering landscape
Is Property a Focal Point or Orientation Landmark? no
Observations: beautiful landscaping

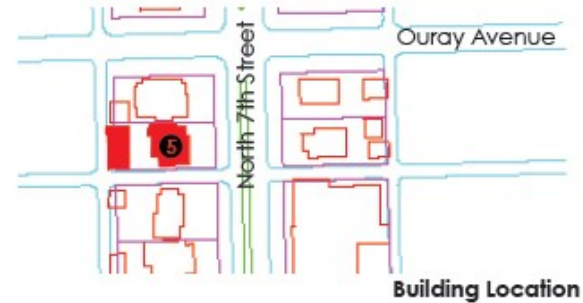


North 7th Street Historic Residential District



4

5. Fix House



Address: 433 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residence
Original Owner: John F. "Pony" and Irene Moore
Date of Construction: 1910

Form/Shape



Bulk



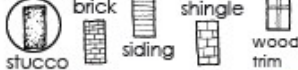
Height



Roof Shape/ Materials



Wall



Foundation



Entryway



Style: Eclectic

Platforms: none

Additions/Alterations: no

Accessory Structures: two garages

Fencing/Walls: brick, wrought iron

Landscaping: Colorado

Signage: none

Unique/Distinguishing Elements: hipped roof dormers, palladian windows, bracketed gutters, ornamentation

Is Property a Focal Point or Orientation

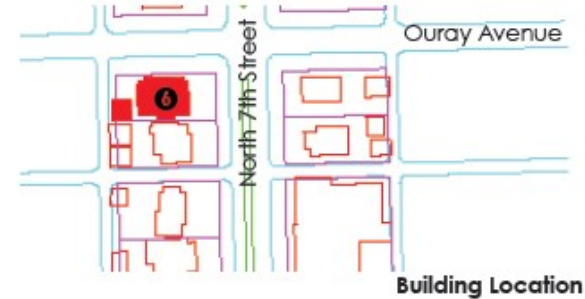
Landmark? yes

Observations: unique forms and massing

5

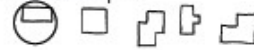
North 7th Street Historic Residential District

6. Martin House



Address: 445 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residence
Original Owner: F.C. "Clyde" and Carrie Martin
Date of Construction: 1923

Form/Shape



Bulk



Height



Roof Shape/ Materials



Wall



Foundation



Entryway



Style: Craftsman

Platforms: front and back porch

Additions/Alterations: no

Accessory Structures: garage

Fencing/Walls: wood

Landscaping: Colorado

Signage: none

Unique/Distinguishing Elements: Kellistone stucco, low pitched roofs

Is Property a Focal Point or Orientation

Landmark? yes

Observations: balanced use of vertical and horizontal elements



North 7th Street Historic Residential District



6

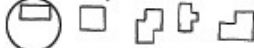
7. Sampliner House



Building Location

Address: 505 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residence
Original Owner: Joseph M. Sampliner
Date of Construction: 1899

Form/Shape



Bulk



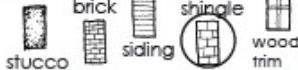
Height



Roof Shape/ Materials



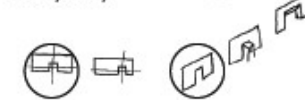
Wall



Foundation



Entryway



Style: Queen Anne, Tudor Revival

Platforms: none

Additions/Alterations: yes

Accessory Structures: shed

Fencing/Walls: wood

Landscaping: flowering

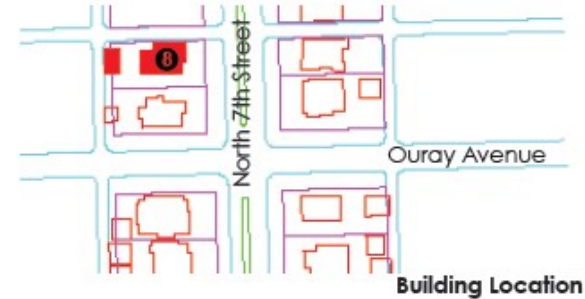
Signage: none

Unique/Distinguishing Elements: striped shingle siding

Is Property a Focal Point or Orientation

Landmark? no

8. Sampliner House



Address: 515 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residence
Original Owner: Albert "Bert" Sampliner
Date of Construction: 1899

Style: Queen Anne
Platforms: enclosed front porch
Additions/Alterations: no
Accessory Structures: shed, garage
Fencing/Walls: stone, wood
Landscaping: screened, flowering
Signage: none
Unique/Distinguishing Elements: sunburst moulding, stained glass window
Is Property a Focal Point or Orientation Landmark? yes
Observations: beautiful representation of Queen Anne era housing

Form/Shape



Bulk



Height



Roof Shape/ Materials



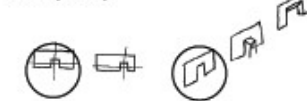
Wall



Foundation



Entryway

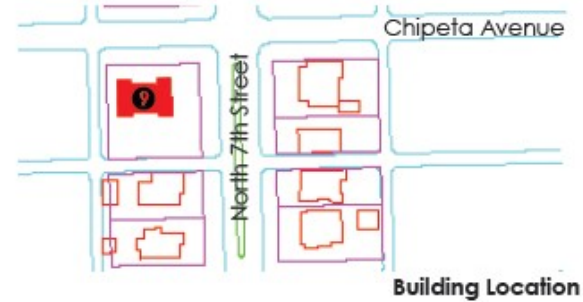


North 7th Street Historic Residential District



8

9. First Church of Christ, Scientist



Address: 535 North 7th Street
Zone District: PR-8, planned residential
Principal Use: church
Original Owner:
Date of Construction: 1929

Form/Shape



Bulk



Height



Roof Shape/ Materials



Wall

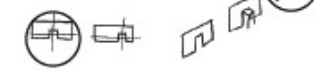


Foundation



brick stone cement

Entryway



Style: Romanesque, Colonial Revival

Platforms: none

Additions/Alterations: no

Accessory Structures: none

Fencing/Walls: chain link

Landscaping: Colorado

Signage: stand alone

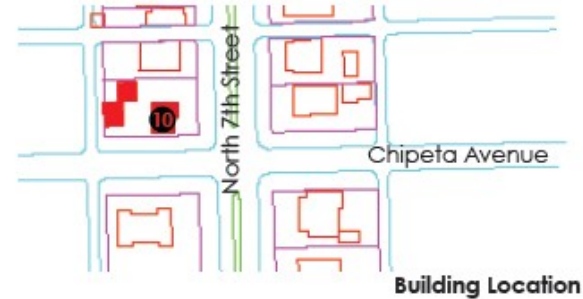
Unique/Distinguishing Elements: rounded arch, symmetry

Is Property a Focal Point or Orientation

Landmark? yes

Observations: unshaded parking lot

10. Brainard House



Address: 605 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: John and Maud Brainerd
Date of Construction: 1900

Form/Shape



Bulk



Height



Roof Shape/ Materials



Wall



Foundation



Entryway



Style:

Dutch Colonial

Platforms: none

Additions/Alterations: no

Accessory Structures: garage, cottage

Fencing/Walls: wood, brick

Landscaping: flowering, pergola

Signage: none

Unique/Distinguishing Elements: gambrel roof, formal entrance, striped shingle siding

Is Property a Focal Point or Orientation

Landmark? yes

Observations: well-maintained



North 7th Street Historic Residential District



10

11. Blackstone House



Address: 611 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Blackstone family
Date of Construction: 1909

Form/Shape

Bulk

Height

Roof Shape/ Materials

Wall

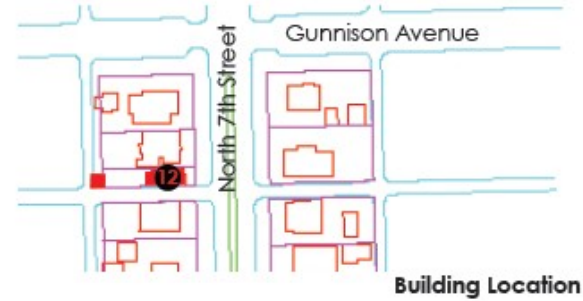
Foundation

Entryway



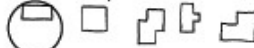
Style: Colonial Revival
Platforms: front porch
Additions/Alterations: no
Accessory Structures: shed
Fencing/Walls: wood
Landscaping: minimal
Signage: none
Is Property a Focal Point or Orientation Landmark? no

12. Honeymoon Cottage



Address: 621 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner:
Date of Construction: 1902

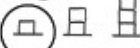
Form/Shape



Bulk



Height



Roof Shape/ Materials



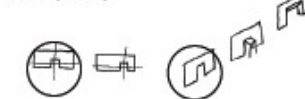
Wall



Foundation



Entryway



Style: Arts and Crafts Bungalow
Platforms: enclosed front porch
Additions/Alterations: no
Accessory Structures: shed
Fencing/Walls: wood
Landscaping: deciduous
Signage: none
Is Property a Focal Point or Orientation Landmark? no

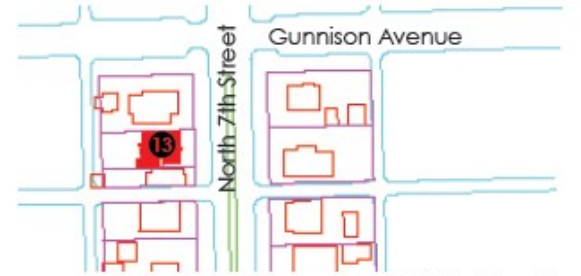


North 7th Street Historic Residential District



12

13. Hoisington House



Building Location

Address: 625 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Julia Wilson
Date of Construction: 1922

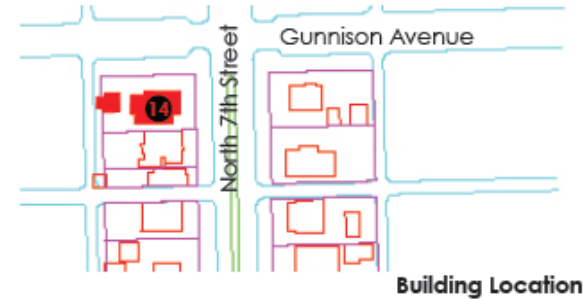
- Form/Shape**
- Bulk**
- Height**
- Roof Shape/ Materials**
 mansard gable flat hip
- Wall**
 stucco brick siding shingle wood trim

- Foundation**
 brick stone cement
- Entryway**



Style: Arts and Crafts Bungalow
Platforms: none
Additions/Alterations: no
Accessory Structures: two sheds
Fencing/Walls: none
Landscaping: Colorado
Signage: none
Is Property a Focal Point or Orientation Landmark? no
Major Deficiencies: maintenance

14. Murr House



Address: 639 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: William and Hatti G. Murr
Date of Construction: 1926

Form/Shape



Bulk



Height



Roof Shape/ Materials



Wall



Foundation



Entryway



Style: Bungalow Arts and Crafts

Platforms: front porch

Additions/Alterations: no

Accessory Structures: garage

Fencing/Walls: wood

Landscaping: flowering, Colorado

Signage: none

Unique/Distinguishing Elements: wood and stucco gables, facade color palette

Is Property a Focal Point or Orientation

Landmark? yes

Observations: striking example of Arts and Crafts style architecture



North 7th Street Historic Residential District



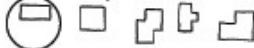
14

15. Wickersham House



Address: 707 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Lincoln and Ruth Wickersham
Date of Construction: 1910

Form/Shape



Bulk



Height



Roof Shape/ Materials



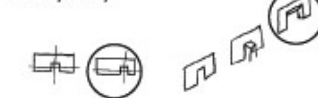
Wall



Foundation



Entryway



Style: Craftsman

Platforms: front porch

Additions/Alterations: no

Accessory Structures: garage

Fencing/Walls: wood

Landscaping: flowering

Signage: none

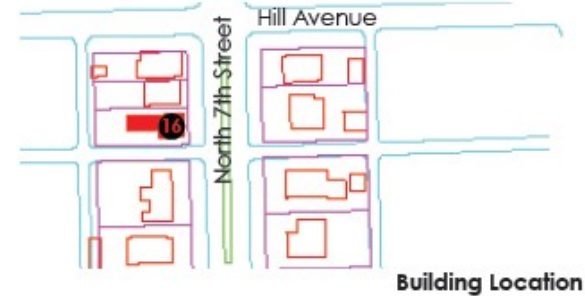
Unique/Distinguishing Elements: fenestration, simplicity

Is Property a Focal Point or Orientation

Landmark? yes

Observations: great example of Craftsman-style housing

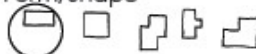
16. Learning Tree



Building Location

Address: 727 North 7th Street
Zone District: PR-8, planned residential
Principal Use: day care
Original Owner: James W. Sinclair
Date of Construction: 1895

Form/Shape



Bulk



Height



Roof Shape/ Materials



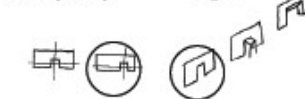
Wall



Foundation



Entryway



Style: Eclectic

Platforms: none

Additions/Alterations: no

Accessory Structures: none

Fencing/Walls: chain link

Landscaping: sparse

Signage: none

Unique/Distinguishing Elements: mansard roof

Is Property a Focal Point or Orientation

Landmark? no

Observations: rare roof style



North 7th Street Historic Residential District



16

17. Residence



Building Location

Address: 731 North 7th Street
Zone District: PR-8, planned residential
Principal Use: day care
Original Owner: Clarence Lough
Date of Construction: 1909

Style: Queen Anne
Platforms: none
Additions/Alterations: no
Accessory Structures: shed
Fencing/Walls: chain link
Landscaping: minimal
Signage: attached
Unique/Distinguishing Elements: near mirror image layout to 739 North 7th
Is Property a Focal Point or Orientation Landmark? no

Form/Shape

Bulk

Height

Roof Shape/Materials

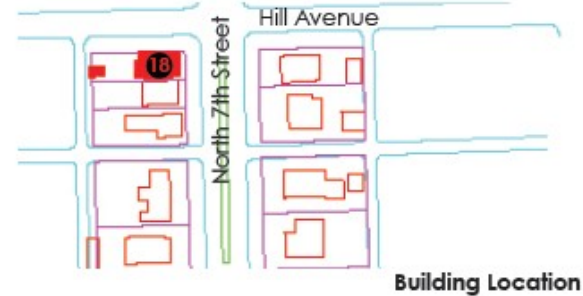
Wall

Foundation

 Entryway

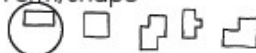


18. Residence



Address: 739 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Owen W. Hoskins
Date of Construction: 1909

Form/Shape



Bulk



Height



Roof Shape/ Materials



Wall



Foundation



Entryway



Style: Queen Anne

Platforms: enclosed front porch

Additions/Alterations: no

Accessory Structures: garage

Fencing/Walls: brick, wood

Landscaping: sparse

Signage: none

Unique/Distinguishing Elements: near mirror image layout to 731 North 7th

Is Property a Focal Point or Orientation

Landmark? no



North 7th Street Historic Residential District



18

19. Residence



Building Location

Address: 750 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Donald D. Akers
Date of Construction: 1952

Form/Shape



Bulk



Height



Roof Shape/ Materials



Wall



Foundation



Entryway



Style: Spanish

Platforms: front porch

Additions/Alterations: no

Accessory Structures: garage

Fencing/Walls: stone

Landscaping: screened, Colorado

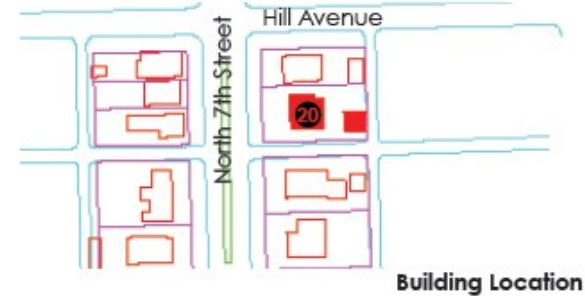
Signage: no

Is Property a Focal Point or Orientation

Landmark? no

Observations: overly large shrubs hide the structure's facade

20. Residence



Address: 726 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Alfred H. Davis
Date of Construction: 1909

Form/Shape



Bulk



Height



Roof Shape/ Materials



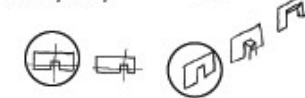
Wall



Foundation



Entryway



Style:

 Eclectic

Platforms: enclosed front porch

Additions/Alterations: no

Accessory Structures: garage

Fencing/Walls: stone

Landscaping: minimal

Signage: no

Is Property a Focal Point or Orientation

Landmark? no

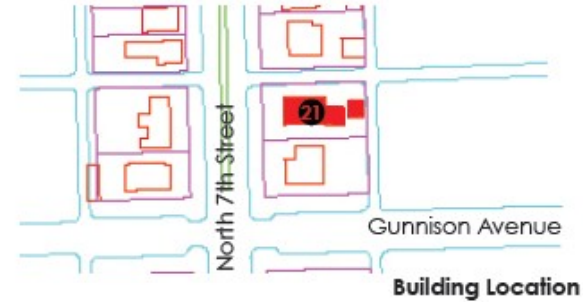


North 7th Street Historic Residential District

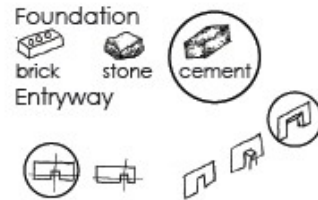
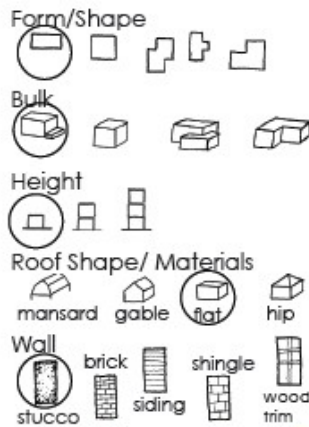


20

21. Residence

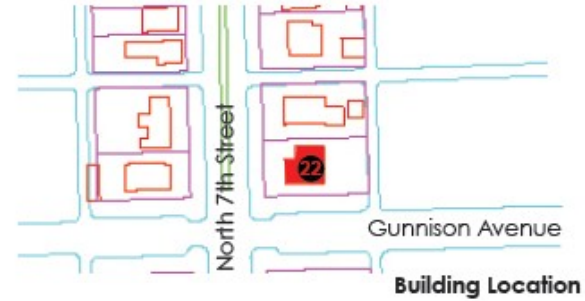


Address: 712 and 714 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner:
Date of Construction: 1931



Style: Southwestern
Platforms: none
Additions/Alterations: no
Accessory Structures: garage
Fencing/Walls: chain link
Landscaping: Colorado
Signage: no
Unique/Distinguishing Elements: first duplex built in Grand Junction
Is Property a Focal Point or Orientation Landmark? no

22. Adron House



Address: 706 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Adron family
Date of Construction: 1909

Form/Shape



Bulk



Height



Roof Shape/ Materials



Wall



Foundation



Entryway



Style: Southwestern

Platforms: front porch

Additions/Alterations: yes, second story

Accessory Structures: two sheds

Fencing/Walls: wood

Landscaping: deciduous

Signage: no

Is Property a Focal Point or Orientation

Landmark? no

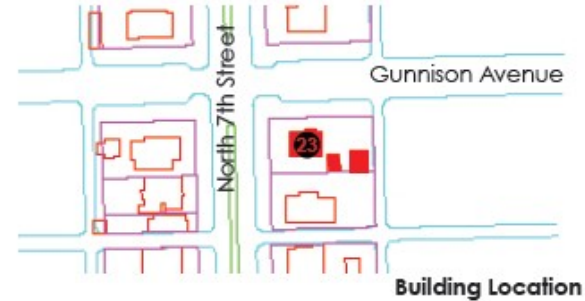


North 7th Street Historic Residential District

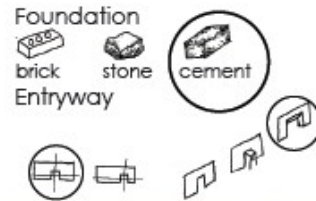
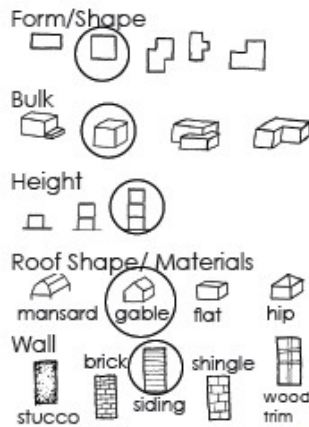


22

23. Furbrosh House

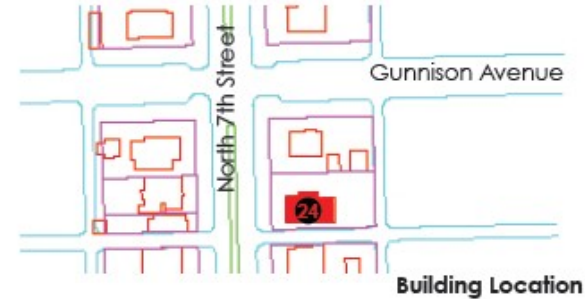


Address: 640 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: C.M. Ferbrache
Date of Construction: 1906



Style: Colonial Revival
Platforms: front porch
Additions/Alterations: no
Accessory Structures: garage, shed
Fencing/Walls: wood, chain link
Landscaping: screened, Colorado
Signage: no
Unique/Distinguishing Elements: color palette, heavily shaded
Is Property a Focal Point or Orientation Landmark? yes
Major Deficiencies: landscaping screens a large portion of the facade

24. Apartment House



Address: 626 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Henry S. Barkuloo
Date of Construction: 1900

Style: Colonial Revival
Platforms: none
Additions/Alterations: yes
Accessory Structures: none
Fencing/Walls: none
Landscaping: none
Signage: no
Is Property a Focal Point or Orientation Landmark? no
Observations: main building has been severely altered

Form/Shape



Bulk



Height



Roof Shape/ Materials



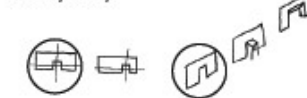
Wall



Foundation



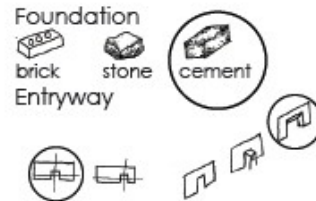
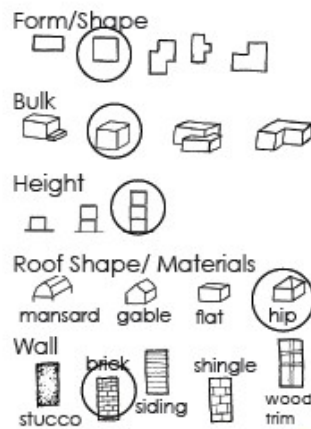
Entryway



25. Moyer House



Address: 620 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: William J. and Ida Moyer
Date of Construction: 1906



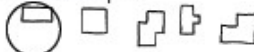
Style: Tudor Revival, Craftsman
Platforms: front porch
Additions/Alterations: yes
Accessory Structures: cottage
Fencing/Walls: brick
Landscaping: Colorado
Signage: no
Unique/Distinguishing Elements: wall built down the middle to become a duplex
Is Property a Focal Point or Orientation Landmark? yes
Observations: incorporates successful interior alterations that don't diminish exterior

26. Goodwin House



Address: 604 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Vernon Talbert
Date of Construction: 1907

Form/Shape



Bulk



Height



Roof Shape/ Materials



Wall



Foundation



Entryway



Style: Tudor Revival

Platforms: covered side porch

Additions/Alterations: no

Accessory Structures: garage

Fencing/Walls: wood

Landscaping: flowering, Colorado

Signage: no

Unique/Distinguishing Elements: white stucco and stained timber gables

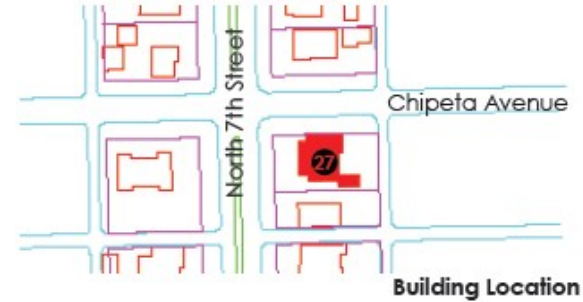
Is Property a Focal Point or Orientation

Landmark? yes

Observations: front entrance does not face North 7th Street

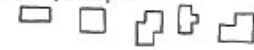


27. Smith-Schmidt House



Address: 536 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Henry Barkuloo
Date of Construction: 1912

Form/Shape



Bulk



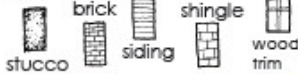
Height



Roof Shape/ Materials



Wall



Foundation



Entryway



Style: Tudor Revival, Craftsman

Platforms: front porch

Additions/Alterations: no

Accessory Structures: none

Fencing/Walls: wood

Landscaping: Colorado

Signage: no

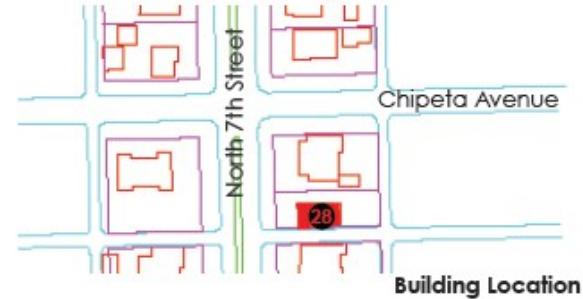
Unique/Distinguishing Elements: unique fenestration and bracketed gutters

Is Property a Focal Point or Orientation

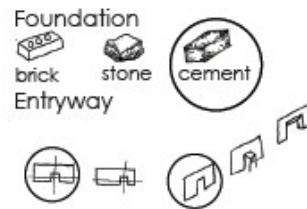
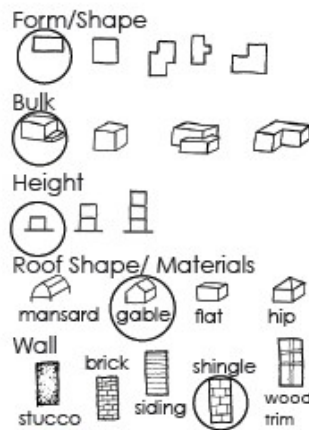
Landmark? yes

Observations: well-maintained

28. Residence



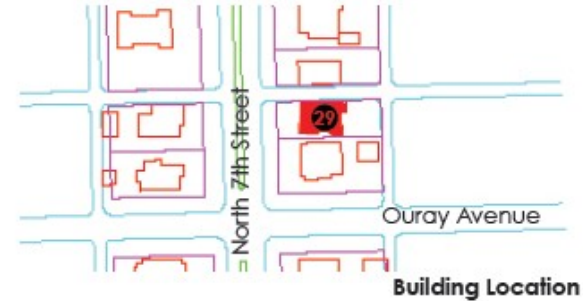
Address: 522 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Edward and Elizabeth Brunner
Date of Construction: 1909



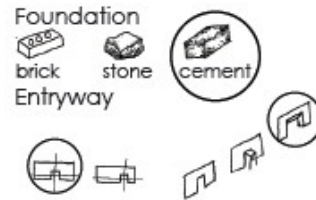
Style: Queen Anne
Platforms: screened front porch
Additions/Alterations: yes
Accessory Structures: garage
Fencing/Walls: wood
Landscaping: Colorado
Signage: no
Is Property a Focal Point or Orientation Landmark? no
Observations: facade needs serious maintenance, stairs leading to front door are missing



29. Ellison House



Address: 520 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Orloff H. Ellison
Date of Construction: 1924



Style: Arts and Crafts Bungalow

Platforms: front porch

Additions/Alterations: no

Accessory Structures: garage

Fencing/Walls: wood

Landscaping: flowering, Colorado

Signage: no

Unique/Distinguishing Elements: strong Bungalow elements

Is Property a Focal Point or Orientation

Landmark? yes

Observations: wonderful example of Bungalow-style architecture

30. Sickenberger House



Address: 710 Ouray Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Jesse Urban Sickenberger
Date of Construction: 1923

Form/Shape



Bulk



Height



Roof Shape/ Materials



Wall



Foundation



Entryway



Style: Spanish, Craftsman
Platforms: covered entry
Additions/Alterations: yes
Accessory Structures: garage
Fencing/Walls: wrought iron
Landscaping: flowering, Colorado
Signage: no
Unique/Distinguishing Elements: strong horizontal lines
Is Property a Focal Point or Orientation Landmark? yes
Observations: beautiful landscaping

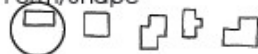


31. Jordan House



Address: 440 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: William and Eva Smith
Date of Construction: 1902

Form/Shape



Bulk



Height



Roof Shape/ Materials



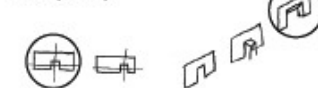
Wall



Foundation



Entryway



Style: Colonial Revival

Platforms: front porch

Additions/Alterations: no

Accessory Structures: garage, cottage

Fencing/Walls: wrought iron, brick

Landscaping: flowering, Colorado

Signage: no

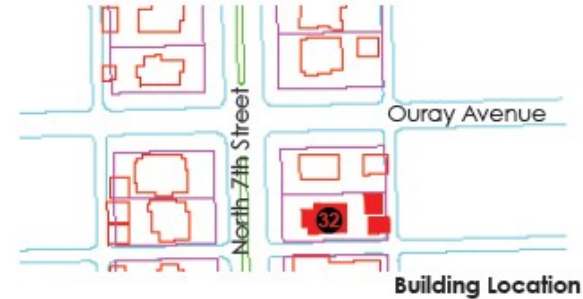
Unique/Distinguishing Elements: color palette, front door detailing, yard sculptures

Is Property a Focal Point or Orientation

Landmark? yes

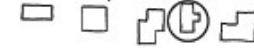
Observations: striking example of Colonial Revival architecture

32. Allison House



Address: 428 North 7th Street
Zone District: PR-8, planned residential
Principal Use: residential
Original Owner: Monroe "Roe" and Redie Allison
Date of Construction: 1900

Form/Shape



Bulk



Height



Roof Shape/ Materials



Wall



Foundation



Entryway



Style:

Eclectic

Platforms: front porch

Additions/Alterations: yes

Accessory Structures: garage, cottage

Fencing/Walls: wrought iron, brick, wood

Landscaping: Colorado

Signage: no

Is Property a Focal Point or Orientation

Landmark? no

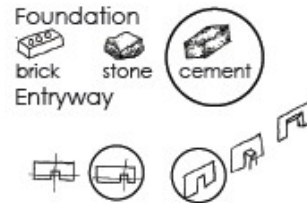
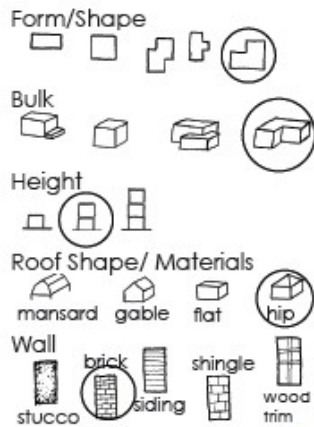
Observations: nice landscaping, well-maintained



33. First Baptist Church

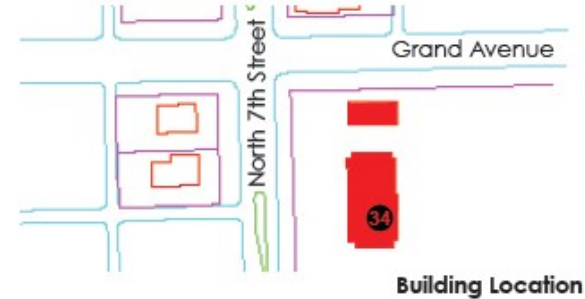


Address: 720 Grand Avenue
Zone District: PR-8, planned residential
Principal Use: church
Original Owner:
Date of Construction: 1912 - 1929



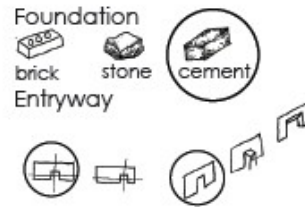
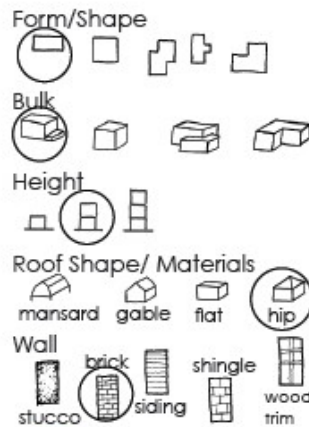
Style: Colonial Revival
Platforms: none
Additions/Alterations: no
Accessory Structures: none
Fencing/Walls: none
Landscaping: Colorado
Signage: attached
Unique/Distinguishing Elements: Greek columns, stained glass windows
Is Property a Focal Point or Orientation Landmark? yes
Observations: well-maintained, back parking is nicely screened

34. Lowell School



Address: 720 Grand Avenue
Zone District: CSR, Community Services and Recreation
Principal Use: high school
Original Owner:
Date of Construction: 1925
Architect: Eugene Groves

Style: Spanish Colonial Revival
Platforms: none
Additions/Alterations: no
Accessory Structures: secondary building
Fencing/Walls: none
Landscaping: Colorado
Signage: stand alone
Unique/Distinguishing Elements: tiled roof, arched windows
Is Property a Focal Point or Orientation Landmark? yes
Observations: well-maintained



Zoning Overlay Questionnaire for the North 7th Street Historic Residential District

Uses of buildings will remain as they currently are.

Strongly Agree/Agree: 78% Neutral: 11% Disagree/Strongly Disagree: 11%

Any change in use, with the exception of establishment of a home occupation and a home-based daycare as allowed per City Code, will require public hearing.

Strongly Agree/Agree: 89% Neutral: 0% Disagree/Strongly Disagree: 11%

Should any other uses currently allowed in residential zones also be allowed in the residential area of 7th Street without a public hearing such as:

Residential Sub Units: 18% support, 82% no

Duplex: 12% support, 88% no

Accessory Units: 6% support, 94% no

B&B 1-3 rm: 29% support, 71% no

1. Site Planning

A. Setbacks

Each lot's primary structure should be in alignment.

Strongly/Agree: 71% Neutral: 18% Disagree/Strongly: 0% No Answer: 11%

This alignment should continue immediately beyond the district's borders.

Strongly/Agree: 35% Neutral: 29% Disagree/Strongly: 12% No Answer: 24%

B. Building Placement

Primary buildings should be designated to a certain area on the lot.

Strongly /Agree: 71% Neutral: 0% Disagree/Strongly: 12% No Answer: 17%

Which placement looks most appropriate?

Placement A : 12% Placement B : 0% Placement C : 29% No Answer : 59%

C. Street Edge

The street edge is clearly defined and well maintained.

Strongly/Agree: 100%

D. Views

North-south views along North 7th Street are important.

Strongly /Agree: 100%

Strongly/Agree: 100%

E. Entrances

Key entrances are clearly marked.

Strongly/Agree: 71% Neutral: 24% Disagree/Strongly: 0% No Answer: 5%

Entrance signage is both visible and readable.

Strongly/Agree: 71% Neutral: 24% Disagree/Strongly: 0% No Answer: 5%

Entrance signage has a cohesive look.

Strongly/Agree: 77% Neutral: 0% Disagree/Strongly: 18% No Answer: 5%

F. Placement of Secondary Buildings

Secondary buildings should be restricted to certain areas of the property.

Strongly/Agree: 53% Neutral: 5% Disagree/Strongly: 18% No Answer: 24%

Placement A : 59% Placement B : 6% Placement C : 6% No Answer : 29%

G. Additions

Additions are appropriate.

Strongly/Agree: 41% Neutral: 23% Disagree/Strongly: 24% No Answer: 12%

Additions should have limited heights and square footages.

Strongly/Agree: 59% Neutral: 5% Disagree/Strongly: 24% No Answer: 12%

H. Parking and Parking Lots

Residential parking should not be visible from North 7th Street.

Strongly/Agree: 59% Neutral: 12% Disagree/Strongly: 29%

Parking lots should not be visible from North 7th Street.

Strongly/Agree: 76% Neutral: 6% Disagree/Strongly: 18%

I. Sidewalks

Sidewalks are properly maintained.

Strongly /Agree: 100%

Labeling street names on the sidewalks should be restored/continued.

Strongly/Agree: 76% Neutral: 18% Disagree/Strongly: 6%

J. Fencing

Fencing should be allowed on all sides of a property.

Strongly/Agree: 76% Neutral: 0% Disagree/Strongly: 24%

Height restrictions are needed.

Strongly/Agree: 95% Neutral: 0% Disagree/Strongly: 5%

Fencing materials should be regulated.

Strongly/Agree: 47% Neutral: 29% Disagree/Strongly: 34%

Strategic Downtown Master Plan Zoning Overlay

K. Trash Collection

Trash collection should be screened.

Strongly/Agree: 11% Neutral: 24% Disagree/Strongly: 65%

2. Building Proportions

A. Building Height

Total building height should be no higher than three stories.

Strongly/Agree: 95% Neutral: 0% Disagree/Strongly: 5%

Secondary structures should be no taller than the main building.

Strongly/Agree: 84% Neutral: 11% Disagree/Strongly: 5%

B. Façade Proportions

First floor facades of buildings should be of similar height.

Strongly/Agree: 53% Neutral: 12% Disagree/Strongly: 35%

3. Massing

A. Form

The building’s overall form should honor its historical style.

Strongly/Agree: 95% Neutral: 0% Disagree/Strongly: 0% No Answer: 5%

B. Orientation

Primary building entrances should face North 7th Street.

Strongly/Agree: 53% Neutral: 18% Disagree/Strongly: 24% No Answer: 5%

4. Roof

A. Roof Shape, Pitch, and Overhang

Roof shape, pitch, and overhang should honor its historical style.

Strongly/Agree: 76% Neutral: 19% Disagree/Strongly: 0% No Answer: 5%

B. Chimneys and Fixtures

Chimneys and fixtures should honor the building’s historical style.

Strongly/Agree: 71% Neutral: 25% Disagree/Strongly: 0% No Answer: 5%

5. Windows

A. Shape and Alignment

Window shape should honor the building’s historical style.

Strongly/Agree: 53% Neutral: 37% Disagree/Strongly: 5% No Answer: 5%

Windows should maintain vertical and horizontal rhythms.

Strongly/Agree: 59% Neutral: 31% Disagree/Strongly: 5% No Answer: 5%

B. Shade structures and Awnings

Shade structures and awnings are appropriate.

Strongly/Agree: 54% Neutral: 35% Disagree/Strongly: 6% No Answer: 5%

6. Doorways

Doorways should honor the building's historical style.

Strongly/Agree: 71% Neutral: 18% Disagree/Strongly: 6% No Answer: 5%

7. Exterior Architectural Elements

A. Porches

Porches should honor the building's historical style.

Strongly/Agree: 76% Neutral: 14% Disagree/Strongly: 5% No Answer: 5%

The ground plane of the porch should stand no higher than half a story.

Strongly/Agree: 41% Neutral: 41% Disagree/Strongly: 6% No Answer: 12%

B. Entry Platforms and Stairs

The ground plane of entry platforms and stairs should stand no higher than half a story.

Strongly/Agree: 53% Neutral: 35% Disagree/Strongly: 6% No Answer: 6%

Handicap accessibility should be provided if the building's primary use is not single-family residential.

Strongly/Agree: 42% Neutral: 11% Disagree/Strongly: 41% No Answer: 6%

C. Individual Building Signage

Signage should reflect the historical style of the district.

Strongly/Agree: 89% Neutral: 0% Disagree/Strongly: 11%

8. Materials

A. Wall Surfaces, Foundation, Roofing, Trim, Gutters and Downspouts, Exterior Lighting

These items should be replaced and maintained with historically accurate materials.

Strongly/Agree: 41% Neutral: 24% Disagree/Strongly: 29% No Answer: 6%

These items can be replaced with modern materials given that the historical look is still consistent.

Strongly/Agree: 76% Neutral: 12% Disagree/Strongly: 6% No Answer: 6%

B. Hazardous Materials

Hazardous materials that do not pose an immediate threat can remain a part of the structure.

Strongly/Agree: 82% Neutral: 18% Disagree/Strongly: 0%

Hazardous materials should be replaced in a manner that upholds the building's historical style.

Strongly/Agree: 64% Neutral: 18% Disagree/Strongly: 18%

9. Color

A. Color Palette

The district should define a set color palette for the dominant color of each house.

Strongly/Agree: 5% Neutral: 11% Disagree/Strongly: 79% No Answer: 5%

The district should define a secondary color palette for accents and trim.

Strongly/Agree: 5% Neutral: 11% Disagree/Strongly: 79% No Answer: 5%

10. Landscaping

A. Street Trees and Mature Trees

Street trees should provide full canopy coverage that shades North 7th Street.

Strongly/Agree: 83% Neutral: 0% Disagree/Strongly: 6% No Answer: 11%

Street trees should be one uniform species.

Strongly/Agree: 79% Neutral: 5% Disagree/Strongly: 5% No Answer: 11%

Mature trees should be protected.

Strongly/Agree: 84% Neutral: 5% Disagree/Strongly: 0% No Answer: 11%

B. Median Plantings

The median strip down the center of North 7th Street needs planting regulations.

Strongly/Agree: 67% Neutral: 11% Disagree/Strongly: 11% No Answer: 11%

The space in between the sidewalk and the street needs planting regulations.

Strongly/Agree: 48% Neutral: 6% Disagree/Strongly: 35% No Answer: 11%

C. Residential Landscaping

Landscaping should mostly reflect species that are native or adaptive to western Colorado.

Strongly/Agree: 30% Neutral: 24% Disagree/Strongly: 35% No Answer: 11%

Landscaping should reflect historically accurate styles.

Strongly/Agree: 41% Neutral: 24% Disagree/Strongly: 29% No Answer: 6%

11. Repairs and Renovations

A. Modern Materials

Repairs and renovations will allow modern materials that blend in and do not impose on the building's historical style.

Strongly/Agree: 71% Neutral: 11% Disagree/Strongly: 18%

Modern materials that are not permanent (can be removed) should be allowed.

Strongly/Agree: 53% Neutral: 5% Disagree/Strongly: 42%

B. New Buildings and Demolition

No new primary residential structures should be built in the district.

Strongly/Agree: 53% Neutral: 23% Disagree/Strongly: 24%

Existing buildings should not be demolished unless there is a reason of structural safety.

Strongly/Agree: 65% Neutral: 17% Disagree/Strongly: 18%

Strategic Downtown Master Plan Zoning Overlay



Date: August 6, 2009

Author: Stephanie Tuin

Title/ Phone Ext: City Clerk, x1511

Proposed Schedule: August

17, 2009

Attach 7
Petition for Exclusion from the Downtown Grand Junction Business Improvement District
CITY COUNCIL AGENDA ITEM

Subject: <u>Petition for Exclusion from the Downtown Grand Junction Business Improvement District from Arvan Jeffry Leany for Property Located at 337 S. 1st Street</u>
File # (if applicable): NA
Presenters Name & Title: John Shaver, City Attorney Stephanie Tuin, City Clerk

Executive Summary:

The Downtown Grand Junction Business Improvement District was formed on August 17, 2005. The ballot question regarding a Special Assessment for said District was approved on November 1, 2005. The City Council then held a hearing on the assessments on December 7, 2005 and there were no objections voiced at the hearing. On August 4, 2009, Mr. Arvan J. Leany filed a letter and the required deposit to initiate consideration of the exclusion of his property from the Downtown Grand Junction Business Improvement District at 337 S. 1st Street (Pufferbelly Restaurant).

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 4 states: Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.

The formation of the Downtown Grand Junction Business Improvement District has provided a funding stream to support and market the downtown. Each property owner pays a special assessment which is calculated on their first floor square footage.

Action Requested/Recommendation:

The DDA Board of Directors serves as the Board for the Business Improvement District (DGJBID). The last exclusion request the City received was referred to the DGJBID for

a hearing and a recommendation. It is recommended that the same approach be followed for this request.

Board or Committee Recommendation:

Will be brought forward from the DGJBID if referred to that board.

Financial Impact/Budget:

The applicant has submitted a deposit to cover the notice and processing costs.

This property is currently assessed \$1,058.06 annually. The District is authorized to increase that fee by 5% annually. The District chose not to increase the assessment from 2008 to 2009. The District would lose that revenue if the property were to be excluded.

Legal issues:

None

Other issues:

N/A

Previously presented or discussed:

N/A

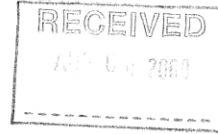
Background, Analysis and Options:

31-25-1220 C.R.S. provides for a process to request exclusion from a business improvement district and requires a deposit to cover the cost of the process. On August 4, 2009, Mr. Arvan J. Leany, owner of the building at 337 S. 1st Street, filed a written request for exclusion along with the required deposit. 337 S. 1st Street houses Pufferbelly Restaurant, next to the train depot. Mr. Leany's reasons for the request are included in his letter attached.

Attachments:

Exclusion Request letter from Arvan J. Leany
Photo of site

@EJL 1284.4
@EJL



August 4, 2009

City of Grand Junction

RE: Exclusion from the special taxing district for the Downtown Business Improvement District

To whom that it may concern,

As owner of Pufferbelly Restaurant and the building that it occupies I am writing to be excluded from the development district for the following reasons:

- 1) We are completely out of the traffic flow for any benefit of downtown activities.
- 2) We close at 2 PM and are not open when most of the activities are taking place.
- 3) The sign in front of the convention center mentions downtown shopping only.
- 4) It is not in convenient walking distance of Main Street.
- 5) Instead of being a support for our location it actually takes business away.
- 6) We have paid in every year since its inception and we have received no benefit.

We would appreciate your consideration to help us with this matter.

Sincerely
Arvan Jeffrey Leany, Owner
337 S. 1st Street
Grand Junction, CO 81501
970-242-1600
970-261-3981 cell
970-858-7698 home

A handwritten signature in black ink, appearing to be "Arvan Leany". The signature is stylized and somewhat cursive.

337 S. 1st Street





Date: August 7, 2009
 Author: Eddie F. Storer
 Title/ Phone Ext: Construction
 Manager 970-248-8595
 Proposed Schedule: _____
August 17, 2009

Attach 8
Airport Improvement Program Stimulus Grant
CITY COUNCIL AGENDA ITEM

Subject: Federal Aviation Administration Airport Improvement Program Stimulus Grant (AIP-41) at the Grand Junction Regional Airport. Supplemental Co-sponsorship Agreement
File # (if applicable):
Presenters Name & Title: Rex A. Tippetts, Director of Aviation

Executive Summary: AIP-41 is a \$666,809.00 Stimulus Grant for additional funding of the General Aviation Ramp Reconstruction Project at the east end of the ramp. Total funding for this project with this grant is \$9,980,170.00. The airport is expecting one more grant of approximately \$1,111,000.00 to complete the funding of this project. The Supplement Co-sponsorship Agreement is required by the FAA as part of the grant acceptance by the City.

How this item relates to the draft Comprehensive Plan Goals and Policies:
 This grant acceptance will support the Council’s Goal # 9 by enhancing and maintaining the air transportation system within the region.

Action Requested/Recommendation: Authorize the Mayor and City Attorney to sign the original FAA AIP-41 Grant Documents for General Aviation Ramp Reconstruction at the Grand Junction Regional Airport. Also, authorize the City Manager to sign the Supplemental Co-sponsorship Agreement for AIP-41.

Board or Committee Recommendation:

The Grand Junction Regional Airport Authority will accept AIP-41 at their August 18, 2009 meeting.

Financial Impact/Budget:

No funds are being requested of the City of Grand Junction.

Legal issues:

Standard review by the City Attorney.

Other issues:

None.

Previously presented or discussed:

No.

Background, Analysis and Options:

The benefit of AIP-39 and AIP-41 is to replace the General Aviation concrete ramp that is crumbling due to Alkali Silica Reaction and will provide for the parking of heavier aircraft in that area...

Attachments:

1. Draft Grant Agreement for AIP-41.
2. Supplemental Co-sponsorship Agreement.

U.S. Department
of Transportation

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer:	August XX, 2009
Airport:	Grand Junction Regional
Project Number:	3-08-0027-41
Contract Number:	DOT-FA09NM-11XX
DUNS Number:	156135394

To: City of Grand Junction, the County of Mesa and the Grand Junction Regional Airport Authority, Colorado (herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

Whereas, the Sponsor has submitted to the FAA a Project Application dated March 23, 2009 for a grant of Federal funds for a project at or associated with Grand Junction Regional Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

General Aviation Ramp Reconstruction (ASR),

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the American Economic Recovery and Reinvestment Act of 2009, herein called “the Act,” to make grants for discretionary projects as authorized by subchapter 1 of Chapter 471 and subchapter 1 of Chapter 475 of Title 49 United States Code, as amended, and in consideration of (a) the Sponsor’s adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, one hundred (100) percentum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

Conditions

1. The maximum obligation of the United States payable under this Offer shall be \$666,809.00. For the purposes of any future grant amendments, subject to the availability of funds, which may increase the foregoing maximum obligation of the United States under the provisions of the Act, and applicable provisions of Title 49, United States Code, the following amounts are being specified for this purpose:

\$	0.00	for planning
\$	666,809.00	for airport development or noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the provisions of the Act.
3. Payment of the United States’ share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States’ share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
6. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this Offer has been accepted by the Sponsor on or before August 21, 2009, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement the term “Federal funds” means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. It shall furnish upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. Trafficking in persons:
 - a. **Provisions applicable to a recipient that is a private entity.**
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not –

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- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either ---
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.
- b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –
- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at *49 CFR Part 29*.
- c. **Provisions applicable to any recipient.**
- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. **Definitions.** For purposes of this award term:
- 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

Special Conditions

10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
11. The Sponsor agrees to perform the following:
 - a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 3. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
 4. Qualifications of engineering supervision and construction inspection personnel.
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with

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respect to the total pavement constructed under the grant agreement.

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d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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12. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
13. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as required by Airport Sponsor Assurance Number 11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport.
14. **Compliance for Special Reporting Requirement**

It is agreed and understood that in accepting this Grant Offer, the sponsor acknowledges and agrees that it will provide all reports, in a format and with such frequency as determined by the FAA, for information related to the administration of this grant as required by Congress or any Federal agency with authority to require such reporting including, but not limited to, that required by Section 1201 and Section 1512 of the American Recovery and Reinvestment Act of 2009.

This reporting will include, but not be limited to, schedules, construction progress, project expenditures, job creation, etc. as specified in the tables below. The Sponsor agrees to modify these tables and any other specific reporting requirements when requested by the FAA with respect to this grant.

The Sponsor further agrees to provide the FAA with the certifications required by Sections 1201, 1511, and 1607 of the ARRA of 2009 in the format and at the time required by under the Act and related guidance issued by the FAA or another Federal agency. The following are the Government-wide standards set of data elements for reporting information under Section 1512(c) and 1609(c) of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“Recovery Act”).

General Section – Award and award recipient Information to be completed by each ARRA grant recipient for each ARRA grant award -- Please provide requested information regarding the award and award recipient.

Item	Data Elements	Instruction
ARRA-A	Awarding Federal Agency and Organizational Element to which report is submitted	Provide the name of the awarding Federal agency and organizational element identified in the award document or otherwise instructed by the agency. The organizational element is a subagency within an awarding Federal agency.
ARRA-B	Federal grant or other identifying number assigned by the awarding Federal agency	Provide the grant/award number contain in the award document.
ARRA-C	DUNS Number	Provide the primary recipient organization’s 9 digit Data Universal Numbering System (DUNS) number or Central Contractor Registration plus 4 extended DUNS number.
ARRA-D	EIN	Provide the recipient organizations Employer Identification Number (EIN) provided by the Internal Revenue Service.
ARRA-E	CFDA	Provide Catalog of Federal Domestic Assistance (CFDA) number on the award document or provided by the awarding agency.
ARRA-F	Recipient Organization	Provide the legal name of recipient organization and address including zip code. This should be the same name and address that appears in recipient’s Central Contractor Registration profile
ARRA-G	Recipient Account Number or Account Number.	Provide the account number or any other identifying number assigned by the recipient to the award. This number is strictly for the recipient’s use only and is not required by the awarding Federal agency.

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ARRA-H	Project/Grant Period	Indicate the project/grant period established in the award document during which Federal sponsorship begins and ends. Note: Some agencies award multi-year grants for a project/grant period (e.g. 5 years) that are funded in increments known as budget periods or funding periods. These are typically annual increments. Please provide the total project/grant period, not the individual budget period or funding period.
ARRA-I	Reporting Period End Date	The frequency of required reporting is quarterly. Provide the ending date of the reporting period. For quarterly reports, the following calendar quarter reporting period end dates shall be used: 6/30; 9/30; 12/31; or 3/31;. For final reports, the reporting period end date shall be the end date of the project/grant period.
ARRA-J	Final Report	Mark appropriate box. Check “yes” only if this is the final report for the project/grant period specified in Box 6.
ARRA-K	Report or Frequency	Select “quarterly” for quarterly reports and/or “final”.

Section 1 Project / activity information to be completed by each ARRA grant recipient for each ARRA grant award.

Please provide requested information for the project or activity for which Recovery Act funds were awarded:

Item	Data Elements	Instruction
ARRA-1-01	Name of Project or Activity	Provide a brief descriptive title of the project or activity funded in whole or in part with Recovery Act funds. (If this award funds multiple projects or activities, provide a descriptive title that captures the general focus area, e.g., “COMMUNITY DEVELOPMENT.”)
ARRA-1-02	Total Amount of Recovery Funds Received from Federal Agency identified in Item ARRA-A	Provide the cumulative amount of actual cash received from the Federal agency as of the reporting period end date.
ARRA-1-03	Amount of recovery funds received that were expended to projects or activities (“Federal Share of Expenditures”)	Provide the cumulative total for the amount of Federal fund expenditures. For reports prepared on a cash basis, expenditures are the sum of cash disbursements for direct charges for property and services; the amount of indirect expense charged; the value of third-party in-kind contributions applied; and the amount of cash advance payments and payments made to subcontractors and subawardees. For reports prepared on an accrual basis, expenditures are the sum of cash disbursements for direct charges for property and services, the amount of indirect expense incurred; the value of in-kind contributions applied; and the net increase or decrease in the amounts owed by the recipient for (1) goods and other property received; (2) services performed by employees, contractors, subcontractors, subawardees, and other payees; and (3) programs for which no current services or performance are required. Do not include program income extended.

Section 2 Project / activity information to be completed by each ARRA grant recipient for each ARRA grant award.

Please provide requested information for the project or activity for which Recovery Act funds were awarded:

Item	Data Elements	Instruction
ARRA-2-01	Description of Project or Activity (code(s))	For awards primarily funding infrastructure projects or activities, provide the North American Industry Classification System (NAICS) code(s) that describe the Recovery Act project or activities under this award a searchable code list is at http://nccsdataweb.urban.org/PubApps/nteeSearch.php?gOry=all-core&codeType=NPC .
ARRA-2-02	Description of Project or Activity (brief narrative)	A description of the overall purpose and expected outcomes or results of the award and first-tier subaward(s), including significant deliverable and, if appropriate, unit of measure.

ARRA-2-03	Evaluation of completion status of the project or activity.	Please choose one of the following options: Not started; Less than 50% completed; Completed 50% or more; Fully Completed.
ARRA-2-04	A narrative description of the employment impact of the Recovery Act funded work.	<p>Provide a narrative description of the employment impact of the recovery Act funded work. This narrative should be cumulative for each calendar quarter and at a minimum, address the impact on the recipient’s workforce, and if known, the impact on the workforces of subrecipients. At a minimum, the recipient shall provide –</p> <p><u>(i). A brief description of the types of jobs created and jobs retained in the United States and outlying areas.</u> “Jobs or positions recreated” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recover Act funding. “Jobs or positions retained” means an estimate of those previously existing filled positions that are retained as a result of Recovery Act funding. This description may rely on job titles, broader labor categories, or the contractor’s existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and</p> <p><u>(ii). An estimate of the number of jobs created and jobs retained in the United States and outlying areas.</u> At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects or activities managed directly by the recipient, and, if known, by subrecipients. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the recipient. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.</p> <p><u>(iii). A job cannot be reported as both created and retained.</u> As used in this instruction, United States means the 50 States and the District of Columbia, and outlying areas means –</p>
		<p>(1) <i>Commonwealths.</i></p> <p>(i) Puerto Rico</p> <p>(ii) The Northern Mariana Islands;</p> <p>(2) <i>Territories</i></p> <p>(i) American Samoa</p> <p>(ii) Guam</p> <p>(iii) U.S. Virgin Island; and</p> <p>(3) <i>Minor outlying islands.</i></p> <p>(i) Baker Island</p> <p>(ii) Howland Island</p> <p>(iii) Jarvis Island</p> <p>(iv) Johnston Atoll</p> <p>(v) Kingman Reef</p> <p>(vi) Midway Islands</p> <p>(vii) Navassa Island</p> <p>(viii) Pamyra Atoll</p> <p>(ix) Wake Atoll</p>
ARRA-2-05	For infrastructure investments made by State and local governments: Total cost of infrastructure investment made by State and Local Governments:.	Provide the cumulative total cost of investment.

ARRA-2-06	For infrastructure investments made by State and local governments: What is the rationale of the award Recipient for funding the infrastructure investment with funds made available under this Act?	Explain how the infrastructure investment will contribute to one or more purposes of the Recovery Act: Purposes: <ul style="list-style-type: none"> (1) To preserve and create jobs and promote economic recovery. (2) To assist those most impacted by the recession. (3) To provide investments needed to increase economic efficiency by spurring technological advances in science and health. (4) To invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits. (5) To stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.
ARRA-2-07	For infrastructure investments made by State and local governments: Who should we contact if we have concerns about this infrastructure investment?	Provide name, phone number, address and email address of the appropriate contact in the state/local government.

15. It is agreed and understood that the Sponsor will have a fully executed contract in place for construction or manufacture of the project described within 15 calendar days of the date of this Grant Offer, and further, that the Sponsor will issue a Notice to Proceed within 30 days of the Grant Offer. The Sponsor further agrees and understands, if a contract is not executed within 15 days, and/or Notice to Proceed is not given within 30 days of the Grant Offer, the FAA may unilaterally cancel the grant and recover the grant funds for redistribution.
16. The FAA may unilaterally close this grant and recover the funds without prejudice if the Sponsor does not comply with any of these Special Conditions or other provisions of the American Recovery and Reinvestment Act of 2009.
17. The Sponsor shall make timely payments for costs incurred (construction, engineering, etc.) and shall request payment reimbursement or initiate ECHO drawdowns at least every 30 days as evidence of such payments. Payment requests or drawdowns shall only be for reimbursement of work completed and shall only be required if contractor payments have taken place in the preceding period.
18. The Sponsor is expected to take all appropriate actions necessary to promptly carry out and complete the project no later than February 16, 2011. For purposes of this Special Condition, the term “completed” means when the contractor or the manufacturer of equipment is finished as evidenced by the project’s Final Inspection Report.
19. It is understood and agreed that this grant can only be amended in three ways:
 - a. With funds made available by the American Recovery and Reinvestment Act of 2009, if available. Further, it is understood and agreed that this grant cannot be amended after September 30, 2010;
 - b. With funds available and in accordance with the Passenger Facility Charge program; and

Retroactively reimbursed with available Sponsor entitlement funds. However, if Sponsor entitlement funds are used, the federal Share Percentage (FSP) is not 100% but, rather, the FSP applicable to the project using entitlement funds as normally used as AIP process.
20. The airport grant recipient of the American Recovery and reinvestment Act of 2009 (ARRA) funds hereby agrees that it will strongly encourage the prime contractor of an airport project funded with ARRA funds to post signs identifying the project as one funded in whole or in part by ARRA funds. Airport signs should be visible to the public using the airport, such as on the main entrance road to the Airport or Terminal. The airport signs should, at a minimum prominently display the two recovery logos (Recovery.gov and USDOT TIGER). The signs may

may also contain text explaining that the project is funded, fully or in part, with ARRA funds. The signs should be solely used to publicize ARRA funding of an airport project.

21. The Sponsor hereby acknowledges the requirement to apply the Buy American Preference Requirement (BAPR) (49 U.S.C. 50101) to the project(s) funded by this grant. This requirement includes the compliance with the following provisions:

Required Use of American Iron, Steel, and Manufactured Goods—Section 1605 of the American Recovery and Reinvestment Act of 2009—Construction Materials

(a) **Definitions.** As used in this award term and condition –

“Building or work” means construction, maintenance, alteration, or repair. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not “building” or “work” within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

“Construction material” means an article, material, or supply brought to the construction site by the recipient, subrecipient or a subcontractor for incorporation in the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

"Manufactured product, good or construction material" means any construction material that is not unmanufactured construction material."

“Public building or public work” means building or work, the construction, alteration, maintenance, or repair of which, as defined in this award term, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

"Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“United States” means the 50 States, the District of Columbia, and outlying areas including:

- (1) Commonwealths.
 - (i) Puerto Rico.

(ii) The Northern Mariana Islands;

- (2) Territories.
 - (i) American Samoa.
 - (ii) Guam.
 - (iii) U.S. Virgin Islands; and
- (3) Minor outlying islands.
 - (i) Baker Island.
 - (ii) Howland Island.
 - (iii) Jarvis Island.
 - (iv) Johnston Atoll.
 - (v) Kingman Reef.
 - (vi) Midway Islands.
 - (vii) Navassa Island.
 - (viii) Palmyra Atoll.
 - (ix) Wake Atoll.

(b) *Domestic preference.*

- (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States.
- (2) The recipient shall use only domestic construction material in performing this project, except as provided in paragraph (b)(3) and (b)(4) of this term and condition.
- (3) This requirement does not apply to the construction material or components listed by the Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

- (4) The award official may add other foreign construction material to the list in paragraph (b)(3) of this term and condition if the Federal government determines that—
 - (i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of the restriction of section 1605 of the Recovery Act to a particular construction material would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

- (1)(i) Any recipient request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site.]

- 22. The Sponsor hereby acknowledges the requirement to adhere to certain recipient responsibilities regarding tracking and documenting Recovery Act expenditures. To this end, the Sponsor hereby agrees to the following:

Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 2 CFR 215, **subpart ____ . 21** “Uniform Administrative Requirements for Grants and Agreements” and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

23. The Sponsor hereby agrees to award contracts only after determining that the proposed contractor is not listed the General Services Administration (GSA) Excluded Parties List System available at <https://www.epls.gov/>.
24. The Sponsor hereby agrees to be bound by and to comply with any and all future modifications to the ARRA funding requirements for Sponsors by the United States with respect to ARRA grants awarded prior to the date of said modifications. This is necessary due to the expedited nature of this program.
25. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
26. It is understood and agreed that Town of Grand Junction and County of Mesa, Colorado, and the Grand Junction Regional Airport Authority authorized the execution of the Application for Federal Assistance and Standard DOT Title VI Assurances both dated _____, on their behalf by _____, _____, and that they jointly and severally adopted and ratified the representations and assurances contained therein; and that the word "Sponsor" as used in the project application and other assurances is deemed to include Town of Grand Junction and County of Mesa, Colorado, and the Grand Junction Regional Airport Authority.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Manager, Denver Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 2009.

CITY OF GRAND JUNCTION, COLORADO

(SEAL)

Sponsor's Designated Official Representative

Attest: _____ Title: _____

Title: _____

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2009.

Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 2009.

COUNTY OF MESA, COLORADO

(SEAL)

Sponsor's Designated Official Representative

Attest: _____ Title: _____

Title: _____

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2009.

Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 2009.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY, COLORADO**

(SEAL)

Sponsor's Designated Official Representative

Attest: _____ Title: _____

Title: _____

Certificate of Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2009.

Signature of Sponsor's Attorney

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2009, by and between the Grand Junction Regional Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado ("Airport").

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-41 ("Project").

D. The FAA is willing to provide approximately \$666,809.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:

(a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and

(b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances;

the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.

5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venturer, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By _____
Denny Granum, Chairman

CITY OF GRAND JUNCTION

By _____
City Manager



Date: August 7, 2009
 Author: Susan J. Hyatt
 Title/ Phone Ext: 1513
 Proposed Schedule: August
17, 2009
 2nd Reading
 (if applicable): _____

Attach 9
Purchase of a Baler for the Recycle Center
CITY COUNCIL AGENDA ITEM

Subject: Purchase of a Baler for the Recycle Center
File # (if applicable):
Presenters Name & Title: Greg Trainor, Utilities and Street Systems Director Darren Starr, Solid Waste and Streets Manager

Executive Summary:

Purchase of an Auto-Tie Baler for Grand Junction Curbside Recycling Indefinitely (GJCRI) to expand their operation per the terms of a State Grant. The current baler does not have sufficient capacity to handle more volume. An additional baler is needed to process recyclable materials, such as cardboard, newspaper, aluminum, steel cans, office paper, and plastics.

How this item relates to the draft Comprehensive Plan Goals and Policies:

By expanding the processing capabilities of the recycling facility from approximately 3 million pounds per year to 9 million pounds per year, the City is ensuring services to the public continue to be a priority in planning for today’s needs and future growth.

- Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Action Requested/Recommendation:

Authorize the Purchasing Division to Award a Contract to Action Compaction Equipment of Midvale, UT in the Amount of \$152,022 for the Purchase of an Automatic Baler for Curbside Recycling Indefinitely.

Board or Committee Recommendation:

N/A

Financial Impact/Budget:

An RREO (Recycling Resources Economic Opportunity) grant in the amount of \$152,022 has been issued for this purchase by the State of Colorado Department of Public Health and Environment.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

N/A

Background, Analysis and Options:

The RREO Grant Program funds will be utilized by the City of Grand Junction and their contractor, GJ CRI, to expand the current community based recycling program and facility. GJ CRI's facility is one of only two multi-material recycling options in the area. Currently, the existing baler has sufficient capability to process 3.5 million pounds of recyclable commodity per year. The additional automated baler will expand the operation to 9 million pounds per year to meet the growing demands of customers and maintain the well established relationships with trucking firms and domestic markets and mills.

An Invitation for Bid (IFB) was sent to 56 companies by use of the BidNet electronic bidding system. Five responses were received and evaluated by representatives from the Recycling Center, Utility and Street Systems and Purchasing. The bid results are as follows:

Company	City/State	Dollar Amount
Action Compaction Equipment	Midvale, UT	\$152,022
International Baler Corporation	Jacksonville, FL	\$189,130
The Heibert Company	Denver, CO	\$194,615
American Transportation & Equipment	Commerce City, CO	\$244,615
JDM Equipment LLC	Baxley, GA	\$287,261

Attachments:

N/A



Attach 10
Great Outdoors Colorado Grant Revised
Resolution
CITY COUNCIL AGENDA ITEM

Date: August 10, 2009
Author: Traci Wieland
Title/ Phone Ext: Recreation Supt.
3846
Proposed Schedule: August 17
2nd Reading
(if applicable): _____

Subject: Great Outdoors Colorado Grant Revised Resolution
File # (if applicable):
Presenters Name & Title: Rob Schoeber, Parks and Recreation Director

Executive Summary:

In February of 2009, a Great Outdoors Colorado grant application was submitted for the Melrose Park redevelopment project. The grant was fully funded by the Great Outdoors Colorado Board; however, a new resolution reflecting the change in Mayors is required before the final agreement can be signed.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

Action Requested/Recommendation:

Adopt Resolution and Authorize the Mayor to sign.

Board or Committee Recommendation:

The Parks and Recreation Advisory Board supports the signing of the revised resolution.

Background, Analysis and Options:

Until the new grant resolution is received by Great Outdoors Colorado, the grant agreement has not been signed by Great Outdoors Colorado and is therefore not yet finalized.

Financial Impact/Budget:

The financial impact of this grant is enormous to the Melrose Park neighborhood and the City of Grand Junction park system. Thanks to these grant funds, the park will be the only park within the City of Grand Junction that is fully accessible for children of all abilities. Without these grant funds a project of this nature would not be possible given the current condition of the economy and the financial costs associated with accessible play equipment. Total awarded grant funds are \$122,178.74. There is an additional \$100,000 budgeted in the general fund for this project that is being used as the grant match. These funds will be used for the playground replacement, concrete path construction, and artwork.

Legal issues:

N/A

Other issues:

N/A

Previously presented or discussed:

The original grant resolution was adopted and signed by Mayor Gregg Palmer on February 18, 2009.

Attachments:

Revised Great Outdoors Colorado Grant Resolution

RESOLUTION NO. ____-09

**A RESOLUTION SUPPORTING THE AGREEMENT BETWEEN THE CITY OF
GRAND JUNCTION AND THE STATE BOARD OF THE GREAT OUTDOORS
COLORADO TRUST FUND**

Recitals.

The City of Grand Junction supports the completion Melrose Park Redevelopment.

The City of Grand Junction has received a grant from Great Outdoors Colorado to fund the Melrose Park Redevelopment subject to the execution of a grant agreement.

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

SECTION 1: The City Council hereby authorizes the Mayor of Grand Junction to sign the grant agreement with Great Outdoors Colorado.

SECTION 2: The City Council hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the grant agreement and application.

SECTION 3: This resolution to be in full force and effect from and after its passage and approval.

PASSED and ADOPTED this _____ day of _____, 2009

President of Council

ATTEST:

City Clerk

Attach 11

Public Hearing—Approving the Service Plan for the Proposed 29 and D Metropolitan District Nos. 1 and 2

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Service Plans for 29 and D District No. 1 and No. 2, including Intergovernmental Agreements		
File #			
Meeting Day, Date	Monday, August 17, 2009		
Placement on the Agenda	Consent		Individual X
Date Prepared	August 10, 2009		
Author Name & Title	Jamie B. Beard, Assistant City Attorney		
Presenter Name & Title	John Shaver, City Attorney MaryAnn McGeady, McGeady Sisneros, P.C.		

Summary: Adoption of a resolution approving the Service Plan for the formation of two metropolitan districts, the 29 and D Metropolitan District No. 1 and No. 2 (“Districts”), for property owned by the Mesa State College Real Estate Foundation. The Districts are being created for financing public improvements on the land within the Districts.

Budget: No budget impact for the City. Please see the attached Financial Plans for the budgets regarding each District.

Action Requested/Recommendation: Adopt Resolution.

Attachments:

- Service Plan for 29 and D Metropolitan District No. 1 with Intergovernmental Agreement
- Service Plan for 29 and D Metropolitan District No. 2 with Intergovernmental Agreement
- Supplemental Information for each Service Plan
- Proposed Resolution

Background Information: On December 15, 2008, City Council approved a Planned Development with an outline development plan with a default zone for Mixed Use for the property located at 2899 D 1/2 Road. In accordance with the approval the property is to develop with residential uses, commercial uses and industrial uses.

Two districts are proposed to finance public improvements for the development. The 29 and D Metropolitan District No. 1 is for the public improvements for the land utilized for residential purposes and the 29 and D Metropolitan District No. 2 is for the public improvements for the land utilized for the commercial/industrial purposes.

Pursuant to Sections 32-1-101, *et seq.*, C.R.S. a special district, referred to as a “Metropolitan District” may be created for public improvement services. If the proposed district is wholly within the boundaries of a municipality, then the governing body for the municipality has the authority to approve the service plan as submitted, to disapprove the service plan as submitted, or to conditionally approve the service plan subject to the submission of additional information relating to, or the modification, of the proposed service plan or by agreement with the proponents of the proposed service plan.

Pursuant to Section 32-1-202(2), C.R.S., the governing body “shall find that the service plan contains the following:

- (a) A description of the proposed services;
- (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 section 32-1-207 (approved under the same procedures as the original service plan) or 29-1-302 (approval of the local division of government or election approval), 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;
- (c) A preliminary engineering or architectural survey showing how the proposed services are to be provided;
- (d) A map of the proposed special district boundaries and an estimate of the population and valuation for assessment of the proposed special district;
- (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 section 32-1-204(1);
- (f) A general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, 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;
- (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;
- (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 (see below), if applicable, is met; and

- (i) Such additional information as the governing body may require by resolution on which to base its findings pursuant to section 32-1-203 (see below);

Pursuant to Section 32-1-203(2), C.R.S., the governing body “shall disapprove the service plan unless evidence satisfactory to the board of each of the following is presented.”

- (a) There is sufficient existing and projected need for organized service in the area to be serviced by the proposed special district.
- (b) The existing service in the area to be served by the proposed special district is inadequate for present and projected needs.
- (c) The proposed special district is capable of providing economical and sufficient service to the area within its proposed boundaries.
- (d) The area to be included in the proposed special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Pursuant to Section 32-1-203 (2.5), C.R.S. the governing body may disapprove the service plan if evidence satisfactory to the governing body that any of the following is not presented:

- (a) Adequate service is not, or will not be, available to the area through the county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
- (b) The facility and service standards of the proposed special district are compatible with the facility and service standards of each county within which the proposed special district is to be located and each municipality which is an interested party under section 32-1-204(1) (the City of Grand Junction).
- (c) The proposal is in substantial compliance with a master plan adopted pursuant to section 30-28-106, C.R.S. (the City of Grand Junction’s Growth Plan).
- (d) The proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area.
- (e) The creation of the proposed special district will be in the best interests of the area proposed to be served.

City Staff has reviewed the service plans and the intergovernmental agreements along with the additional information provided (included herein as attachments) and believe that the service plans include the required information, that the intergovernmental agreements are appropriate with the service plans, and that the criteria have been met, but it is City Council, as the governing body, that has the authority to review, consider and make the determination that the service plans are sufficient, that the criteria have been met for purposes of approval of the service plans, and to give the approval to enter into the intergovernmental agreements.

MaryAnn McGeady, of McGeady Sisneros, P.C., made a presentation to City Council on August 3, 2009, explaining the two service plans. City Council was given the opportunity at that time to ask questions and discuss the matter.

SERVICE PLAN

FOR

29 & D METROPOLITAN DISTRICT NO. 1

CITY OF GRAND JUNCTION, COLORADO

Prepared

by

McGeady Sisneros, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

Submitted: July 27, 2009

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EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City, as hereinafter defined, and, except as may otherwise be provided for by State, as hereinafter defined, or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material manner from the requirements of the Service Plan or intergovernmental agreements between the City and the District. It is intended that the District will provide a part or all of the Public Improvements, as hereinafter defined, for the use and benefit of the inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project, as hereinafter defined. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economical manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt, as hereinafter defined, to be issued by the District. All Debt is expected to be repaid by taxes, fees, rates and tolls. No debt service mill levy shall be imposed and collected at a level higher than the Maximum Debt Mill Levy, as hereinafter defined, for commercial and residential properties. Debt which is issued within these parameters, as further described in the Financial Plan, as hereinafter defined, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish both a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs, and to provide certain operation and maintenance services related to the maintenance of landscaping improvements and related to covenant enforcement, as provided under Section 32-1-1004(8)(a), C.R.S. Additional operational activities are allowed, but only as authorized by an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has operating functions, to retain only the power necessary to impose and collect taxes or fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development of property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy.

City: means the City of Grand Junction, Colorado.

City Code: means the City Code of the City of Grand Junction, Colorado.

City Council: means the City Council of the City of Grand Junction, Colorado.

District: means 29 & D Metropolitan District No. 1.

District No. 2: means 29 & D Metropolitan District No. 2.

Districts: means District No. 2 and the District collectively.

External Financial Advisor: means a consultant that: (i) 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; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VI, which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Project: means the development or property commonly referred to as 29 & D.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District as approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan as approved by City Council in accordance with the City's ordinance and the applicable State law.

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to *ad valorem* taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 400 square feet and the total area proposed to be included in the Inclusion Area Boundaries is approximately 151.82 acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may

change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 151.82 acres of land. The current assessed valuation of the Service Area is \$-0- for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately two thousand two hundred forty eight (2,248) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to 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. The District 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 and applicable provisions of the City Code.

Those Public Improvements that are not conveyed to the City, or other governmental entities, will be conveyed to the owners association, as appropriate. With regard to those Public Improvements that will be dedicated to the owners association, the District shall undertake the operations and maintenance responsibilities for the improvements until such time as they are accepted by the owners association. Additionally, the District shall be authorized to provide ongoing services related to the maintenance of landscaping improvements and related to covenant enforcement, as provided under Section 32-1-1004(8)(a), C.R.S. Additional ongoing operational activities are allowed, but only as authorized by an intergovernmental agreement with the City. During the period that District operates such facilities, revenue to pay the expenses of operations may be obtained from fees legally imposed by the District or other legally available revenues of the District. User fees for use of recreational facilities may be different for

residents of the District than for outside users. Approval of this 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 agrees to acquire by easement or plat dedication, or cause the dedication to the City of all land required by the City for construction of public improvements being provided by the District that will be conveyed to the City. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed to be a material modification of this Service Plan.

3. Construction Standards Limitation. The District 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. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Privately Placed Debt Limit: 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 Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 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 Limitation. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City Council. The District shall not include within any of its boundaries any property inside the Inclusion Area boundaries without the prior written consent of the City Council except upon petition of the fee owner or owners of one hundred percent of such property as provided in Section 32-1-401(1)(A), C.R.S.

6. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

7. Total Debt Issuance Limitation. The District shall not issue Debt in excess of forty million dollars (\$40,000,000).

8. Monies from Other Governments/Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, 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.

9. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 2.

10. 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 Section 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 Service Plan Amendment; and

(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 nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

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 Section 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.

11. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in this Service Plan or an intergovernmental agreement shall be deemed to be material modifications to this Service Plan and breaches of such intergovernmental agreement, and the City shall be entitled to all remedies available at law or in equity under State and local law.

B. Preliminary Engineering Survey.

The District 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 the 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 the zoning on the property in the Service Area and is approximately fifty million nine hundred sixty nine thousand five hundred eighty dollars (\$50,969,580).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed forty million dollars (\$40,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general *ad valorem* taxes to be imposed upon all taxable property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

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 proposed 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 the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For any portion of any aggregate District's 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 Section VI.C.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, 2009, 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. For any portion of the 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. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the 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.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 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.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's 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 the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the 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 the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the 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, the District 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 District is anticipated to be approximately fifty thousand dollars (\$50,000) 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 the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City Attorney's office no later than August 1st of each year.

B. Report Contents.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31st of the prior year.
2. Agreements with other governmental entities, either entered into or proposed as of December 31st of the prior year.
3. A 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.
4. 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.
5. Notice of continuing disclosure undertaking for events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
6. Any inability of the District to pay its obligations as they come due in accordance with the terms of and Debt instruments, which continue beyond a ninety (90) day period.

VIII. 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 applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all 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.

X. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** within ninety (90) days of the date of organization. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

The intergovernmental agreement may be amended by mutual agreement of the City and District, which amendment shall not require this Service Plan to be amended. In the event of conflict between the intergovernmental agreement and this Service Plan, the intergovernmental agreement shall govern.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis; and
5. Adequate service is not, and will not be, available to the area through the City or 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 District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code;
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A
Legal Descriptions

District No. 1
Initial District Boundaries

PART OF THE NW ¼ OF THE SE ¼ OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, MESA COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C ¼ CORNER OF THE SAID SECTION 18;
THENCE S00°25'42"E 423.13 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N89°34'18"E 20.00 FEET; THENCE S00°25'42"E 20.00 FEET
THENCE S89°34'18"W 20.00 FEET; THENCE N00°25'42"W 20.00 FEET
TO THE POINT OF BEGINNING AND CONTAINING 400 SF MORE OR LESS.

Inclusion Area

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN LYING SOUTH OF THE DENVER AND RIO GRANDE WESTERN RAILROAD HUMP YARD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

Commencing at the Southeast corner of the SW $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian;
thence running East along the South line of said Section 18 a distance of 70 rods;
thence North 80 rods, more or less, to the North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18;
thence West 70 rods to the East line of the SW $\frac{1}{4}$ of said Section 18;
thence South 80 rods, more or less, to the place of beginning.

PARCEL 2:

Commencing on the South line of Section 18, Township 1 South, Range 1 East of the Ute Meridian, at a point 70 rods East of the Southwest corner of the SE $\frac{1}{4}$ of said Section;
thence North 80 rods to the North line of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 18;
thence East along said North line to the East line of said Section 18;
thence South along said East line to the Southeast corner of said Section 18;
thence West 70 along the South line of said Section 18 to the point of beginning.

PARCEL 3:

The E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian.

PARCEL 4:

That part of the E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; and the W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian lying South of the right of way of the Denver and Rio Grande Junction Railroad.

PARCEL 5:

That part of the W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; and the W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian lying South of the right of way of the Denver and Rio Grande Junction Railroad.

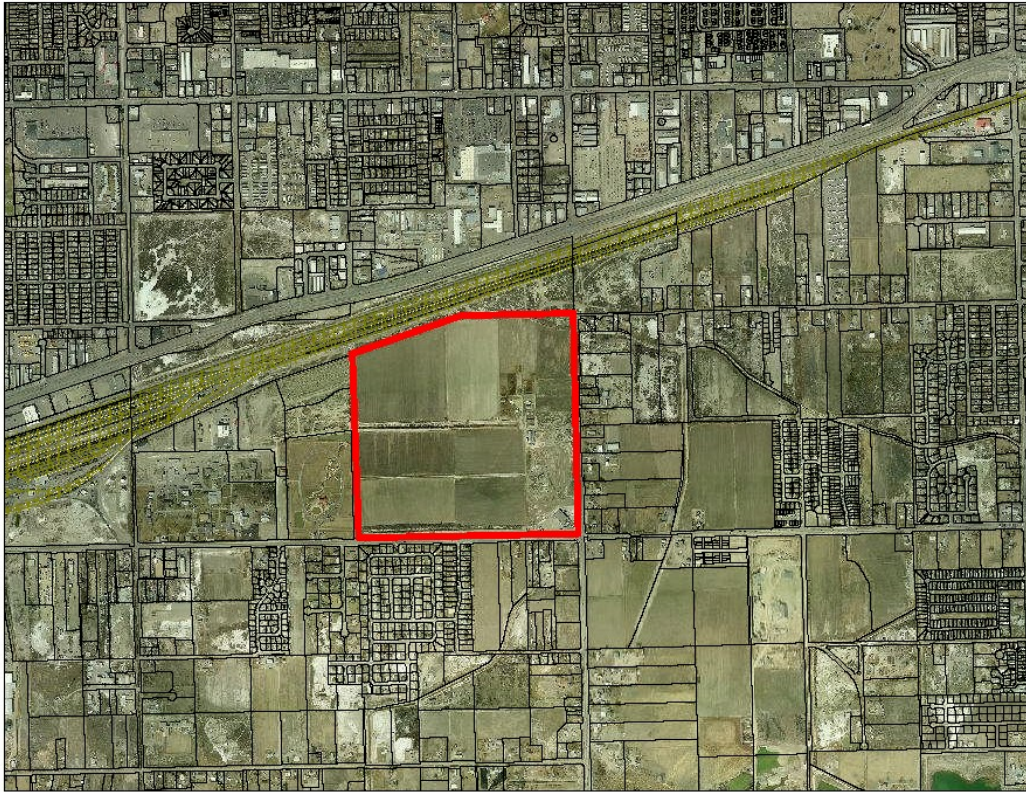
Parcels 1 through 5 containing 151.82 acres, more or less.

All in Mesa County, Colorado.

EXHIBIT B

Vicinity Map

Vicinity Map



SCALE 1 : 16,134

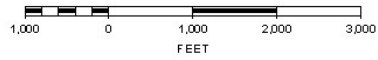


EXHIBIT C-1

Initial District Boundary Map

District No. 1 Initial District Boundary Map

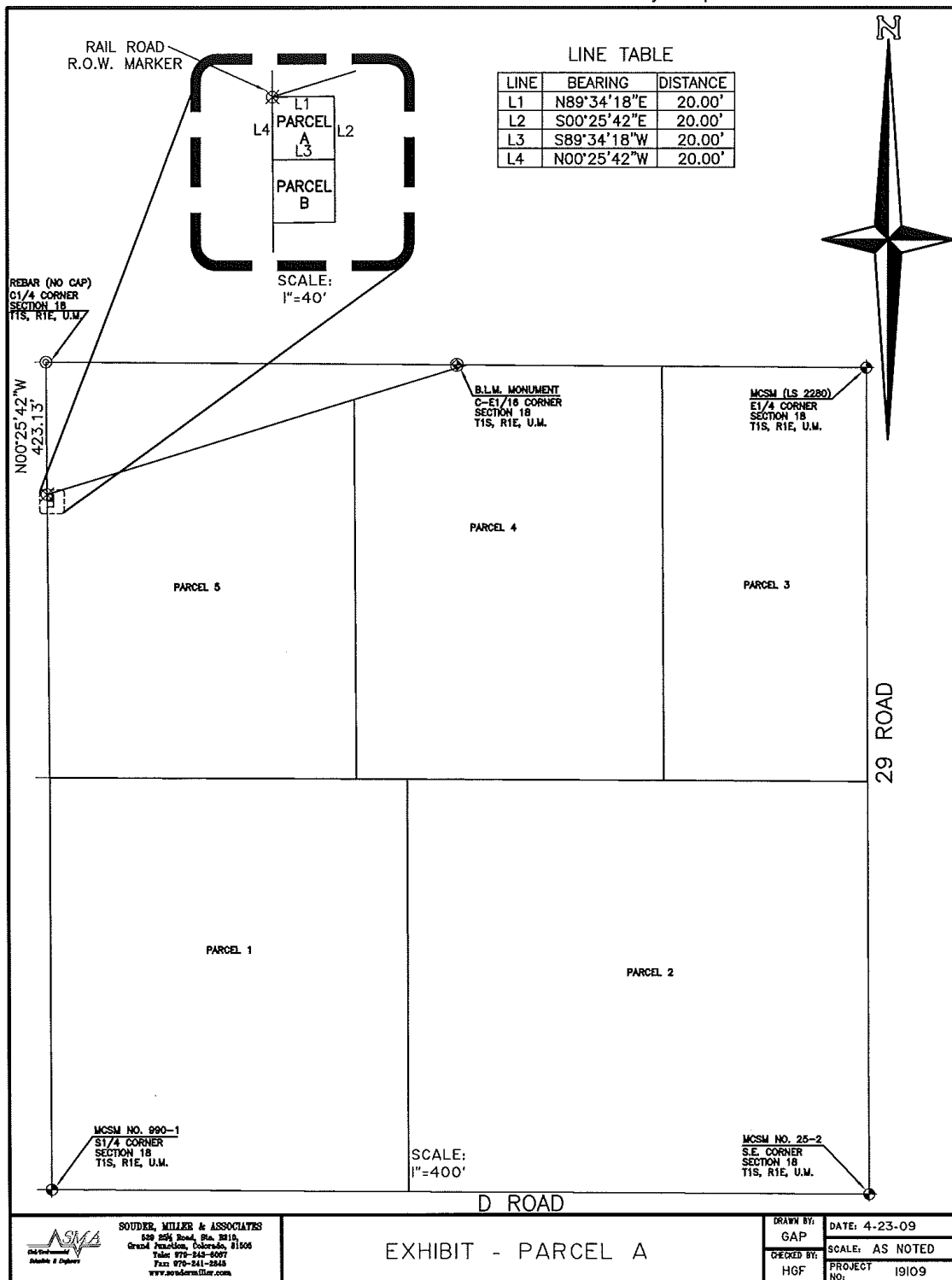
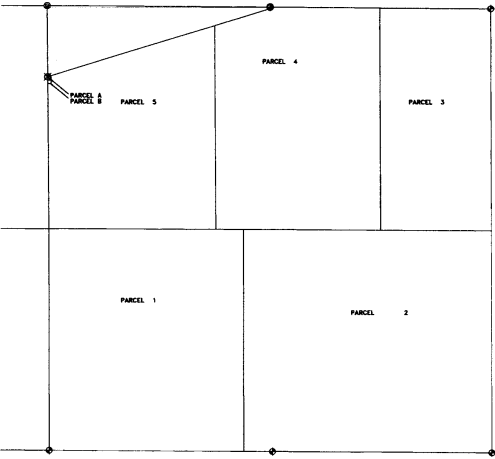
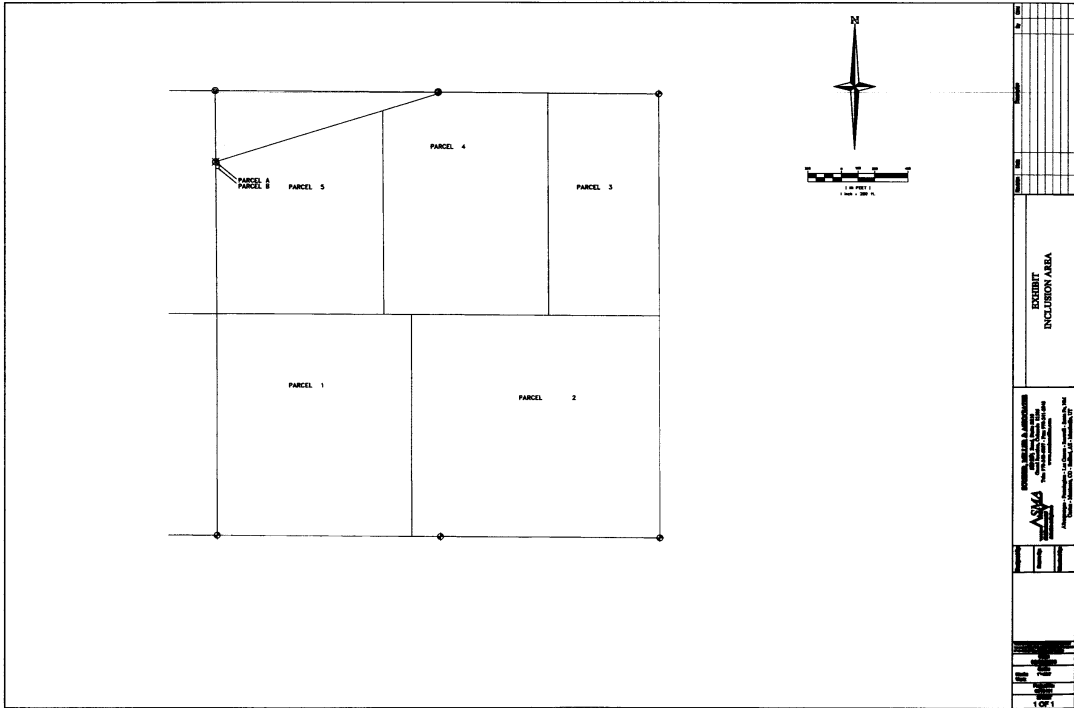


EXHIBIT C-2

Inclusion Area Boundary Map



NO.	1	2	3	4	5	6	7	8	9	10
AREA										
EXHIBIT ENCLUSTRA AREA										
PROYECTO DE LEY DE ENCLUSTRAMIENTO DE TIERRAS RURALES ASMA Asociación de Agricultores y Ganaderos de la Sierra de Maricao Asociación de Agricultores y Ganaderos de la Sierra de Maricao										
[Signature and Stamp Area]										

EXHIBIT D

Intergovernmental Agreement

EXHIBIT D

Intergovernmental Agreement Between the District and Grand Junction

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GRAND JUNCTION, COLORADO
AND
29 & D METROPOLITAN DISTRICT NO. 1**

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between the CITY OF GRAND JUNCTION, a home-rule municipal corporation of the State of Colorado (“City”), and 29 & D METROPOLITAN DISTRICT No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District 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 hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City, other jurisdiction, or an owners association, as appropriate, in a manner consistent with the Approved Development 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 as noted above. The District is authorized to provide for the ongoing operations and maintenance of landscaping improvements, and is authorized to provide covenant enforcement services, in accordance with Section 32-1-1004(8)(a), C.R.S. Additional ongoing operational activities are allowed, but only as authorized by an intergovernmental agreement with the City. Revenue to pay the expenses of operations may be obtained from fees legally imposed by the District or other legally available revenues of the District. Whether the facilities are operated

directly by District, or are operated by an owners association, user fees may be obtained by the District to offset the expenses. User fees for use of recreational facilities may be different for residents of the District than for outside users.

2. Acquisition of Land for Public Improvements and Easements. The District agrees to acquire by easement or plat dedication, or cause the dedication to the City of, all land required by the City for construction of public improvements being provided by the District that will be conveyed to the City. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed to be a material modification of the Service Plan. The District agrees to 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 such construction of street improvements shall be deemed to be a material modification of the 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. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. All construction cost estimates are based on the assumption that construction conforms 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 Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 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 District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City Council. The District shall not include within any of its boundaries any property inside the Inclusion Area boundaries without the prior written consent of the City Council except upon petition of the fee owner or owners of one hundred percent of such property as provided in Section 32-1-401(1)(A), C.R.S.

6. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed

the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

7. Monies from Other Governments/Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, 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.

8. Total Debt Issuance. The Districts shall not issue Debt in excess of forty million dollars (\$40,000,000).

9. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 2.

10. 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 Section 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 Service Plan Amendment; and

(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 nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

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 Section 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.

11. 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 applicable State statutes. In no event shall a 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 statutes.

12. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of property located within the District provide written notice to all 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.

13. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in the Service Plan or this Agreement shall be deemed to be material modifications to the Service Plan and breaches of this Agreement and the City shall be entitled to all remedies available at law or in equity under State and local law.

14. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

15. 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.

(a.) Report Contents.

The annual report shall include information as to any of the following:

(i) Boundary changes made or proposed to the District's boundary as of December 31st of the prior year;

(ii) Agreements with other governmental entities, either entered into or proposed as of December 31st of the prior year;

(iii) A 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;

(iv) 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;

(v) 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

(vi) 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.

16. 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:

(c) 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 Section VI.C.2 of the Service Plan; provided that if, on or after January 1, 2009, there are 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 are 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, 2009, 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.

(d) For any portion the 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.

(e) For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 of the Service Plan, so that the 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.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

17. 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 to 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.

18. Security for Debt. The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in the Service Plan. Approval of the 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 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.

19. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be 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 29 & D Metropolitan District
 c/o MaryAnn McGeady
 450 E. 17th Ave., Suite 400
 Denver, CO 80203

To the City: City of Grand Junction
 c/o City Attorney
 250 N. 5th Street
 Grand Junction, Colorado 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 hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

20. 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 hereto and without amendment to the Service Plan.

21. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder 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 the provisions hereof shall be void and ineffectual.

22. Default/Remedies. In the event of a breach or default of this Agreement by any 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 the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

23. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

24. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

25. 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.

26. Parties Interested Herein. 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.

27. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

28. 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.

29. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

30. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT]

29 & D METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

Secretary

CITY OF GRAND JUNCTION, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

SERVICE PLAN

FOR

29 & D METROPOLITAN DISTRICT NO. 2

CITY OF GRAND JUNCTION, COLORADO

Prepared

by

McGeady Sisneros, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

Submitted: July 27, 2009

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I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City, as hereinafter defined, and, except as may otherwise be provided for by State, as hereinafter defined, or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material manner from the requirements of the Service Plan or intergovernmental agreements between the City and the District. It is intended that the District will provide a part or all of the Public Improvements, as hereinafter defined, for the use and benefit of the inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project, as hereinafter defined. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economical manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt, as hereinafter defined, to be issued by the District. All Debt is expected to be repaid by taxes, fees, rates and tolls. No debt service mill levy shall be imposed and collected at a level higher than the Maximum Debt Mill Levy, as hereinafter defined, for commercial and residential properties. Debt which is issued within these parameters, as further described in the Financial Plan, as hereinafter defined, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish both a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs, and to provide certain operation and maintenance services related to the maintenance of landscaping improvements and related to covenant enforcement, as provided under Section 32-1-1004(8)(a), C.R.S. Additional operational activities are allowed, but only as authorized by an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has operating functions, to retain only the power necessary to impose and collect taxes or fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development of property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy.

City: means the City of Grand Junction, Colorado.

City Code: means the City Code of the City of Grand Junction, Colorado.

City Council: means the City Council of the City of Grand Junction, Colorado.

District: means 29 & D Metropolitan District No. 2.

District No. 1: means 29 & D Metropolitan District No. 1.

Districts: means District No. 1 and the District collectively.

External Financial Advisor: means a consultant that: (i) 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; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VI, which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Project: means the development or property commonly referred to as 29 & D.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District as approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan as approved by City Council in accordance with the City's ordinance and the applicable State law.

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to *ad valorem* taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 400 square feet and the total area proposed to be included in the Inclusion Area Boundaries is approximately 151.82 acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may

change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 151.82 acres of land. The current assessed valuation of the Service Area is \$-0- for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately two thousand two hundred forty eight (2,248) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to 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. The District 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 and applicable provisions of the City Code.

Those Public Improvements that are not conveyed to the City, or other governmental entities, will be conveyed to the owners association, as appropriate. With regard to those Public Improvements that will be dedicated to the owners association, the District shall undertake the operations and maintenance responsibilities for the improvements until such time as they are accepted by the owners association. Additionally, the District shall be authorized to provide ongoing services related to the maintenance of landscaping improvements and related to covenant enforcement, as provided under Section 32-1-1004(8)(a), C.R.S. Additional ongoing operational activities are allowed, but only as authorized by an intergovernmental agreement with the City. During the period that District operates such facilities, revenue to pay the expenses of operations may be obtained from fees legally imposed by the District or other legally available revenues of the District. User fees for use of recreational facilities may be different for

residents of the District than for outside users. Approval of this 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 agrees to acquire by easement or plat dedication, or cause the dedication to the City of all land required by the City for construction of public improvements being provided by the District that will be conveyed to the City. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed to be a material modification of this Service Plan.

3. Construction Standards Limitation. The District 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. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Privately Placed Debt Limit: 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 Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 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 Limitation. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City Council. The District shall not include within any of its boundaries any property inside the Inclusion Area boundaries without the prior written consent of the City Council except upon petition of the fee owner or owners of one hundred percent of such property as provided in Section 32-1-401(1)(A), C.R.S.

6. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

7. Total Debt Issuance Limitation. The District shall not issue Debt in excess of forty million dollars (\$40,000,000).

8. Monies from Other Governments/Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, 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.

9. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 1.

10. 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 Section 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 Service Plan Amendment; and

(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 nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

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 Section 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.

11. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in this Service Plan or an intergovernmental agreement shall be deemed to be material modifications to this Service Plan and breaches of such intergovernmental agreement, and the City shall be entitled to all remedies available at law or in equity under State and local law.

B. Preliminary Engineering Survey.

The District 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 the 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 the zoning on the property in the Service Area and is approximately fifty million nine hundred sixty nine thousand five hundred eighty dollars (\$50,969,580).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed forty million dollars (\$40,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general *ad valorem* taxes to be imposed upon all taxable property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

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 proposed 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 the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For any portion of any aggregate District's 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 Section VI.C.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, 2009, 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. For any portion of the 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. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the 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.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 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.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's 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 the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the 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 the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the 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, the District 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 District is anticipated to be approximately fifty thousand dollars (\$50,000) 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 the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City Attorney's office no later than August 1st of each year.

B. Report Contents.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31st of the prior year.
2. Agreements with other governmental entities, either entered into or proposed as of December 31st of the prior year.
3. A 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.
4. 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.
5. Notice of continuing disclosure undertaking for events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
6. Any inability of the District to pay its obligations as they come due in accordance with the terms of and Debt instruments, which continue beyond a ninety (90) day period.

VIII. 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 applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all 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.

X. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** within ninety (90) days of the date of organization. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

The intergovernmental agreement may be amended by mutual agreement of the City and District, which amendment shall not require this Service Plan to be amended. In the event of conflict between the intergovernmental agreement and this Service Plan, the intergovernmental agreement shall govern.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis; and
5. Adequate service is not, and will not be, available to the area through the City or 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 District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code;
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A
Legal Descriptions

District No. 2
Initial District Boundaries

PART OF THE NW ¼ OF THE SE ¼ OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, MESA COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C ¼ CORNER OF THE SAID SECTION 18;
THENCE S00°25'42"E 443.13 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N89°34'18"E 20.00 FEET; THENCE S00°25'42"E 20.00 FEET
THENCE S89°34'18"W 20.00 FEET; THENCE N00°25'42"W 20.00 FEET
TO THE POINT OF BEGINNING AND CONTAINING 400 SF MORE OR LESS.

Inclusion Area

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN LYING SOUTH OF THE DENVER AND RIO GRANDE WESTERN RAILROAD HUMP YARD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

Commencing at the Southeast corner of the SW $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian;
thence running East along the South line of said Section 18 a distance of 70 rods;
thence North 80 rods, more or less, to the North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18;
thence West 70 rods to the East line of the SW $\frac{1}{4}$ of said Section 18;
thence South 80 rods, more or less, to the place of beginning.

PARCEL 2:

Commencing on the South line of Section 18, Township 1 South, Range 1 East of the Ute Meridian, at a point 70 rods East of the Southwest corner of the SE $\frac{1}{4}$ of said Section;
thence North 80 rods to the North line of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 18;
thence East along said North line to the East line of said Section 18;
thence South along said East line to the Southeast corner of said Section 18;
thence West 70 along the South line of said Section 18 to the point of beginning.

PARCEL 3:

The E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian.

PARCEL 4:

That part of the E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; and the W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian lying South of the right of way of the Denver and Rio Grande Junction Railroad.

PARCEL 5:

That part of the W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; and the W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian lying South of the right of way of the Denver and Rio Grande Junction Railroad.

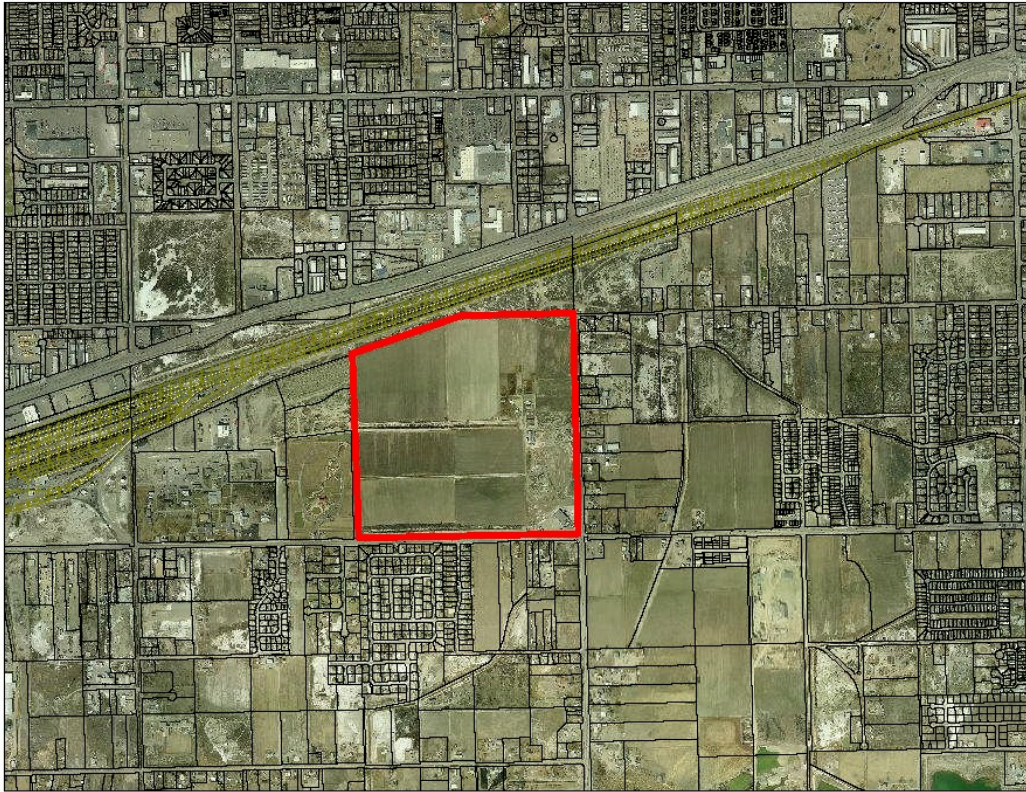
Parcels 1 through 5 containing 151.82 acres, more or less.

All in Mesa County, Colorado.

EXHIBIT B

Vicinity Map

Vicinity Map



SCALE 1 : 16,134

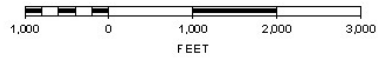


EXHIBIT C-1

Initial District Boundary Map

District No. 2 Initial District Boundary Map

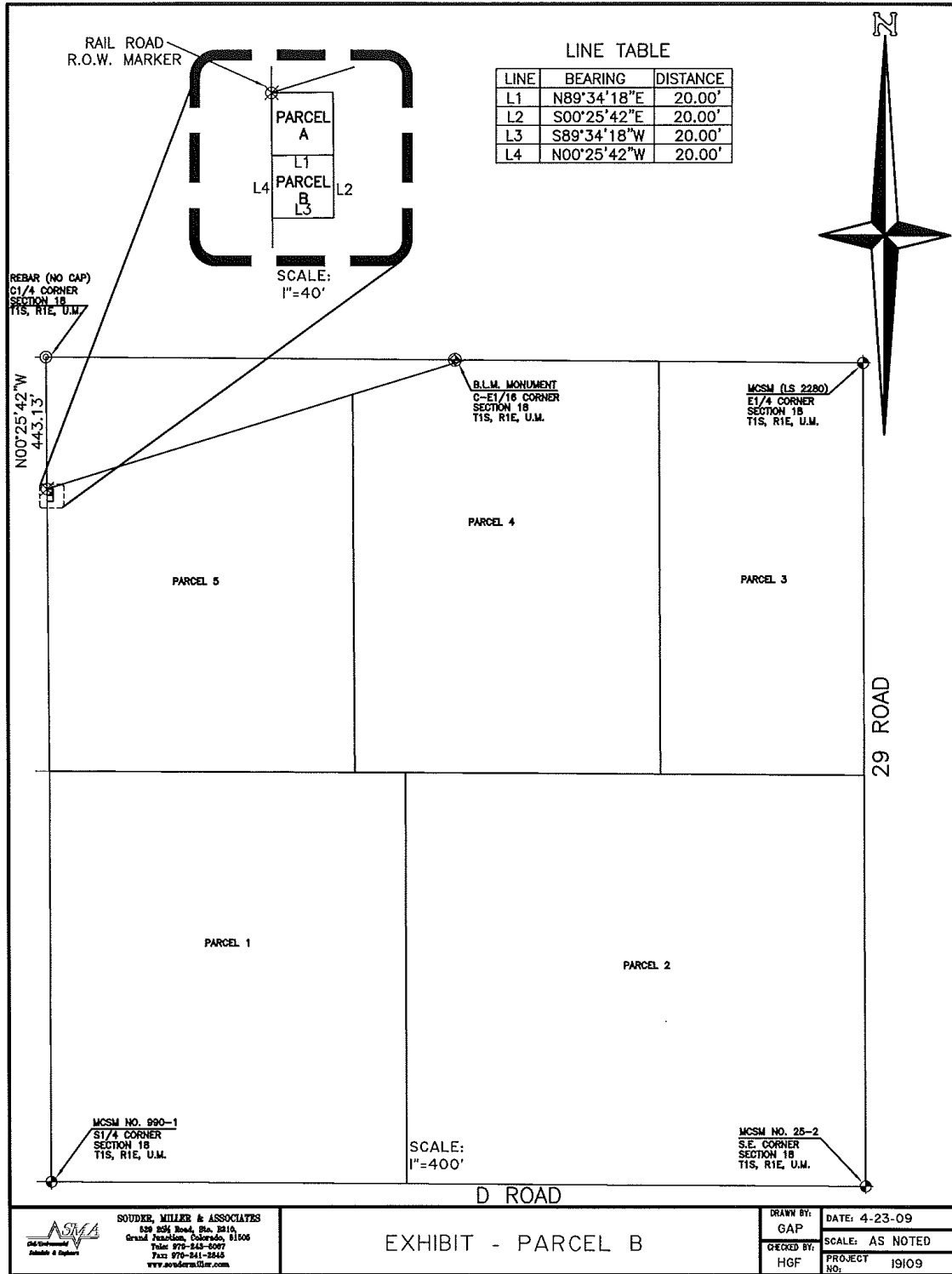


EXHIBIT C-2

Inclusion Area Boundary Map

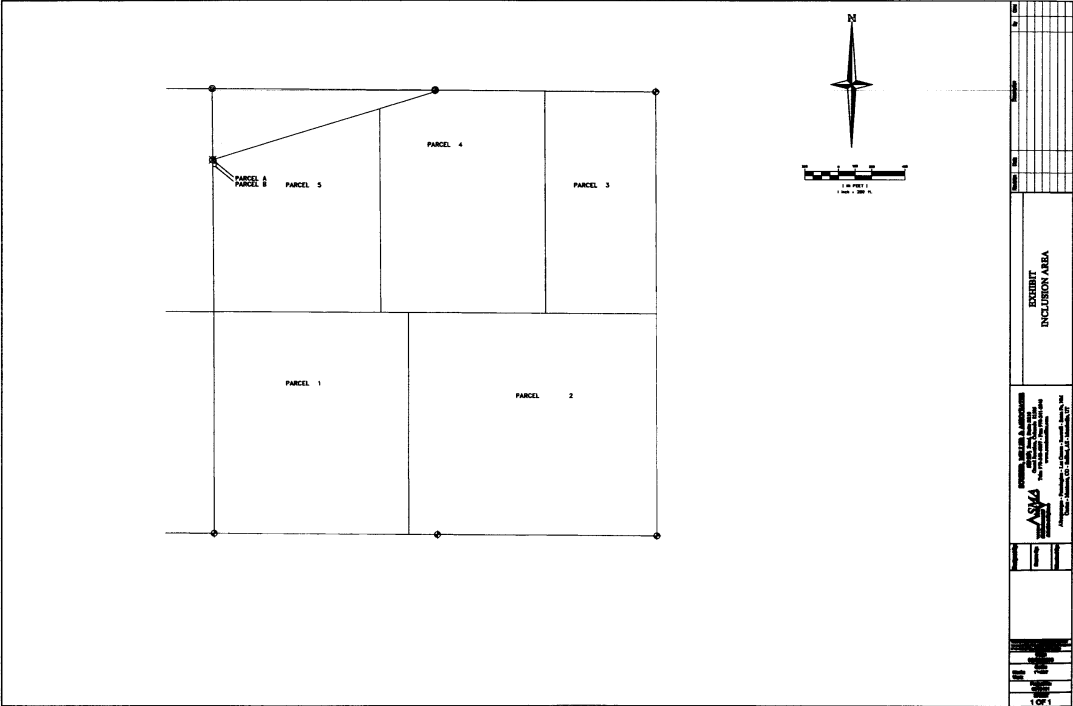


EXHIBIT D

Intergovernmental Agreement

EXHIBIT D

Intergovernmental Agreement Between the District and Grand Junction

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GRAND JUNCTION, COLORADO
AND
29 & D METROPOLITAN DISTRICT NO. 2**

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between the CITY OF GRAND JUNCTION, a home-rule municipal corporation of the State of Colorado (“City”), and 29 & D METROPOLITAN DISTRICT No. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District 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 hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City, other jurisdiction, or an owners association, as appropriate, in a manner consistent with the Approved Development 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 as noted above. The District is authorized to provide for the ongoing operations and maintenance of landscaping improvements, and is authorized to provide covenant enforcement services, in accordance with Section 32-1-1004(8)(a), C.R.S. Additional ongoing operational activities are allowed, but only as authorized by an intergovernmental agreement with the City. Revenue to pay the expenses of operations may be obtained from fees legally imposed by the District or other legally available revenues of the District. Whether the facilities are operated

directly by District, or are operated by an owners association, user fees may be obtained by the District to offset the expenses. User fees for use of recreational facilities may be different for residents of the District than for outside users.

2. Acquisition of Land for Public Improvements and Easements. The District agrees to acquire by easement or plat dedication, or cause the dedication to the City of, all land required by the City for construction of public improvements being provided by the District that will be conveyed to the City. Exceptions must be approved by the City in writing. Failure to comply with this provision shall be deemed to be a material modification of the Service Plan. The District agrees to 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 such construction of street improvements shall be deemed to be a material modification of the 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. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. All construction cost estimates are based on the assumption that construction conforms 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 Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 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 District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City Council. The District shall not include within any of its boundaries any property inside the Inclusion Area boundaries without the prior written consent of the City Council except upon petition of the fee owner or owners of one hundred percent of such property as provided in Section 32-1-401(1)(A), C.R.S.

6. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed

the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

7. Monies from Other Governments/Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, 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.

8. Total Debt Issuance. The Districts shall not issue Debt in excess of forty million dollars (\$40,000,000).

9. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 1.

10. 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 Section 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 Service Plan Amendment; and

(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 nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

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 Section 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.

11. 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 applicable State statutes. In no event shall a 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 statutes.

12. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of property located within the District provide written notice to all 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.

13. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in the Service Plan or this Agreement shall be deemed to be material modifications to the Service Plan and breaches of this Agreement and the City shall be entitled to all remedies available at law or in equity under State and local law.

14. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

15. 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.

(a.) Report Contents.

The annual report shall include information as to any of the following:

(i) Boundary changes made or proposed to the District's boundary as of December 31st of the prior year;

(ii) Agreements with other governmental entities, either entered into or proposed as of December 31st of the prior year;

(iii) A 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;

(iv) 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;

(v) 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

(vi) 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.

16. 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:

(c) 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 Section VI.C.2 of the Service Plan; provided that if, on or after January 1, 2009, there are 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 are 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, 2009, 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.

(d) For any portion the 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.

(e) For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 of the Service Plan, so that the 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.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

17. 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 to 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.

18. Security for Debt. The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in the Service Plan. Approval of the 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 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.

19. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be 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 29 & D Metropolitan District
 c/o MaryAnn McGeady
 450 E. 17th Ave., Suite 400
 Denver, CO 80203

To the City: City of Grand Junction
 c/o City Attorney
 250 N. 5th Street
 Grand Junction, Colorado 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 hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

20. 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 hereto and without amendment to the Service Plan.

21. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder 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 the provisions hereof shall be void and ineffectual.

22. Default/Remedies. In the event of a breach or default of this Agreement by any 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 the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

23. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

24. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

25. 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.

26. Parties Interested Herein. 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.

27. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

28. 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.

29. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

30. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

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SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT]

29 & D METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

Secretary

CITY OF GRAND JUNCTION, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____



McGeady Sisneros P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203-1214
303.592.4380 tel 303.592.4385 fax
www.mcgeadysisneros.com

SUBMITTAL OF ADDITIONAL INFORMATION

To: Stephanie Tuin and Jamie Beard

From: McGeady Sisneros, P.C.

Date: July 27, 2009

Re: Submittal of Additional Information – 29 & D Metropolitan District Nos. 1 & 2

Enclosed herewith is additional information for your consideration in connection with the draft Service Plans for the proposed 29 & D Metropolitan District Nos. 1 & 2 (the “Districts”):

1. Summation of Projected Capital Improvement Costs; and
2. Financial Plan.

Please note that the Summation of Projected Capital Improvement Costs provides a list of all the potential Public Improvements. The total of those improvements exceeds the amount of Debt authorized in the draft Service Plans. Ultimately, the Districts will finance the improvements based on market conditions, and based on the actual development that is approved by the City of Grand Junction and occurs on the site. The Developer will be paying for those improvements above and beyond the Districts’ capacity to pay.

Feel free to contact MaryAnn McGeady or Angela Rathbun of our office should you have any questions about these documents. Thank you.

SUMMATION OF PROJECTED CAPITAL IMPROVEMENT COSTS

29 & D Metropolitan District Nos. 1 & 2
Representative Costs per Acre

Type Proj.	Year of Const.	Original Cost of Site Civil	Inflation Rate	2009 Val. of Site Civil	Gross Ac.	Gross Bldg. Footprint	Floor Area Ration	Cost/Ac
Multi Family	2008	\$1,395,000.00	5.00%	\$1,464,750.00	5.09	36,000	6.16	\$287,770.14
Commercial	2002	\$3,058,730.00	5.00%	\$4,303,940.28	28.57 21.38	205,301 205,301	6.06 4.54	\$150,645.44 201306.8419
Restauant	2001	\$473,900.45	5.00%	\$700,166.80	1.17	5,616	9.08	\$598,433.16
Retail	2006	\$1,111,000.00	5.00%	\$1,286,121.38	4.06	30,590	5.78	\$316,778.67
Commercial (all infrastructure plus site work for three front pads and appartments, excluding Walgreens)	2008	\$4,318,783.00	5.00%	\$4,534,722.15	3.32			\$1,365,880.17
Off/Comm	2008	\$525,113.00	5.00%	\$551,368.65	2.479			\$222,415.75
Retail	2008	\$496,655.00	5.00%	\$521,487.75	1.552			\$336,010.15
Off/Comm	2008	\$442,527.00	5.00%	\$464,653.35	1.973			\$235,506.01
Off/Comm	2008	\$324,123.00	5.00%	\$340,329.15	1.403			\$242,572.45
Multi Family	2009	\$616,415.00	5.00%	\$616,415.00	3.005			\$205,129.78
AVERAGE Multi-Family:								\$246,449.96
AVERAGE Commercial:								\$254,318.22
AVERAGE Big Box:								\$175,976.14
AVERAGE Light-Industrial								\$201,306.84
AVERAGE Primary Infra. & Rdwys								\$1,365,880.17

29 & D Metropolitan District Nos. 1 & 2

Summation of Projected Capital Improvement Costs

The plans for the development of the property to be included in 29 & D Metropolitan District Nos. 1 & 2 have not yet been approved, and therefore the Engineers have been provided with assumptions regarding land use and they have accordingly allocated infrastructure costs based on averages per acre of assumed development.

Pod	Land Use	Acreage	Cost per Ac.	Subtotal:
A	Light Industrial	44.3	\$201,306.84	\$8,917,893
B	Commercial (Big Box)	56.3	\$175,976.14	\$9,907,457
C	Neighborhood Commercial	15.45	\$254,318.22	\$3,929,216
D	Residential Multi-Family	31.45	\$246,449.96	\$7,750,851
x	Arterial ROW	6.58	\$1,365,880.17	\$8,987,491
	SUBTOTAL:	154.08		\$39,492,909
	Planning and Engineering	@ 8.00%		\$3,159,433
	Construction Phase Services	@ 2.00%		\$789,858
	Supplemental Studies	@ 1.00%		\$394,929
	Dry Utilities	@ 10.00%		\$3,949,291
	Minor Permits and Fees	@ 1.50%		\$592,394
	Traffic Capacity Payment	@ \$2,500.00 per 1000 SF		\$2,590,766
				(FAR=6.2, Total Ac.=154.08 Ac. - 6.58 Ac.)
	Drainage Fees		Detention Assumed	\$0
	GRAND TOTAL:	154.08		\$50,969,580

This estimate is for "pad ready" sites, meaning that all access, services, parking and landscaping are in place.

The above numbers include all infrastructure costs with services up to the building pads, but do not include tap/service fees nor any direct building costs.

The FAR (Floor Area Ratio) is based on the ground floor area only (footprint) and is a ratio of the total site acreage to this floor area or footprint.

We have assumed that on-site detention will be provided, therefore there are not "drainage fees in lieu of detention".

FINANCIAL PLAN

29 & D METROPOLITAN DISTRICT Nos. 1 and 2
Development Projection at 40.00 Total Debt Service Mills
Ser. 2011 & 2014 Senior Non-Rated Bond Issues, 30-year maturities

Total Par: \$25,200,000
 Total Net: \$20,030,307

YEAR	Ser. 2011 \$13,000,000 Par [Net \$9,845 MM]		Ser. 2014 \$12,200,000 Par [Net \$10,085 MM]		Surplus Release @			Senior Debt/ Assessed Ratio	Senior Debt/ Act'l Value Ratio
	Net Available for Debt Svc	Net Debt Service	Net Debt Service	Net Debt Service	Annual Surplus	50% CIA to \$200,000	Cum. Surplus \$2,000,000 Target		
2010	0				0		0		
2011	240,000	\$0			240,000		240,000	n/a	0%
2012	596,653	0			596,653		836,653	2874%	19%
2013	614,617	439,386			175,232	0	1,011,884	218%	13%
2014	1,301,214	878,771		\$0	422,442	0	1,434,327	76%	8%
2015	1,358,065	938,771		411,750	7,543	0	1,441,870	106%	14%
2016	1,626,968	959,571		823,500	(156,103)	0	1,285,767	70%	12%
2017	1,752,302	958,621		823,500	(29,819)	0	1,255,948	61%	12%
2018	1,820,523	977,321		843,500	(298)	0	1,255,650	58%	12%
2019	1,820,523	979,271		837,100	4,152	0	1,259,802	58%	12%
2020	1,856,934	995,521		861,050	363	0	1,260,164	56%	12%
2021	1,856,934	1,000,021		853,250	3,663	0	1,263,827	56%	12%
2022	1,894,072	1,018,471		870,800	4,801	0	1,268,628	54%	11%
2023	1,894,072	1,019,821		871,950	2,301	0	1,270,929	54%	11%
2024	1,931,954	1,035,121		892,750	4,083	0	1,275,012	52%	11%
2025	1,931,954	1,038,321		891,800	1,833	0	1,276,845	51%	11%
2026	1,970,593	1,060,121		910,500	(28)	1,076,816	200,000	50%	10%
2027	1,970,593	1,059,121		907,450	4,022	4,022	200,000	49%	10%
2028	2,010,005	1,081,721		924,050	4,234	4,234	200,000	47%	10%
2029	2,010,005	1,081,171		923,900	4,934	4,934	200,000	46%	10%
2030	2,050,205	1,098,871		948,050	3,284	3,284	200,000	44%	9%
2031	2,050,205	1,103,421		944,750	2,034	2,034	200,000	42%	9%
2032	2,091,209	1,125,521		960,750	4,938	4,938	200,000	40%	8%
2033	2,091,209	1,123,771		964,650	2,788	2,788	200,000	39%	8%
2034	2,133,033	1,144,571		987,150	1,312	1,312	200,000	36%	8%
2035	2,133,033	1,146,171		981,850	5,012	5,012	200,000	35%	7%
2036	2,175,694	1,169,621		1,005,500	573	573	200,000	32%	7%
2037	2,175,694	1,168,171		1,006,000	1,523	1,523	200,000	30%	6%
2038	2,219,208	1,193,221		1,024,750	1,237	1,237	200,000	27%	6%
2039	2,219,208	1,192,671		1,025,350	1,187	1,187	200,000	26%	5%
2040	2,263,592	1,217,921		1,043,850	1,821	1,821	200,000	22%	5%
2041	2,263,592	1,212,721		1,048,850	2,021	2,021	200,000	19%	4%
2042	2,308,864	0		2,306,050	2,814	2,814	200,000	13%	3%
2043	2,308,864	0		2,307,600	1,264	1,264	200,000	10%	2%
2044	2,355,041	0		2,350,050	4,991	204,991	0	6%	1%
	63,296,631	30,417,780	31,552,050		1,326,800	1,326,800			

[BApr09 11m40E] [BApr09 14m40E]

29 & D METROPOLITAN DISTRICT Nos. 1 and 2
Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total Available For O&M	Less District Operations @ of \$50,000 Infr. @ 1% or max 2.0 mills	Developer Advances for Operations	Developer Repayment for Operations	Annual Surplus
2010									
2011	0	2.000	0	0	0	50,000	50,000	0	0
2012	452,400	2.000	887	53	940	50,500	49,560	0	0
2013	5,955,150	2.000	11,672	700	12,372	51,005	38,633	0	0
2014	17,094,522	2.000	33,505	2,010	35,516	51,515	15,999	0	0
2015	23,752,000	2.000	46,554	2,793	49,347	52,030	2,683	0	0
2016	35,784,390	2.000	70,137	4,208	74,346	52,551	0	21,795	0
2017	41,390,355	2.000	81,125	4,868	85,993	53,076	0	32,917	0
2018	43,001,779	2.000	84,283	5,057	89,340	53,607	0	35,734	0
2019	43,001,779	2.000	84,283	5,057	89,340	54,143	0	35,198	0
2020	43,861,814	2.000	85,969	5,158	91,127	54,684	0	31,232	5,211
2021	43,861,814	1.212	52,105	3,126	55,231	55,231	0	0	0
2022	44,739,051	1.200	52,626	3,158	55,783	55,783	0	0	0
2023	44,739,051	1.212	53,152	3,189	56,341	56,341	0	0	0
2024	45,633,832	1.200	53,684	3,221	56,905	56,905	0	0	0
2025	45,633,832	1.212	54,220	3,253	57,474	57,474	0	0	0
2026	46,546,508	1.201	54,763	3,286	58,048	58,048	0	0	0
2027	46,546,508	1.213	55,310	3,319	58,629	58,629	0	0	0
2028	47,477,438	1.201	55,863	3,352	59,215	59,215	0	0	0
2029	47,477,438	1.213	56,422	3,385	59,807	59,807	0	0	0
2030	48,426,987	1.201	56,986	3,419	60,405	60,405	0	0	0
2031	48,426,987	1.213	57,556	3,453	61,010	61,010	0	0	0
2032	49,395,527	1.201	58,132	3,488	61,620	61,620	0	0	0
2033	49,395,527	1.213	58,713	3,523	62,236	62,236	0	0	0
2034	50,383,437	1.201	59,300	3,558	62,858	62,858	0	0	0
2035	50,383,437	1.213	59,893	3,594	63,487	63,487	0	0	0
2036	51,391,106	1.201	60,492	3,630	64,122	64,122	0	0	0
2037	51,391,106	1.213	61,097	3,666	64,763	64,763	0	0	0
2038	52,418,928	1.201	61,708	3,702	65,410	65,410	0	0	0
2039	52,418,928	1.213	62,325	3,740	66,065	66,065	0	0	0
2040	53,467,307	1.201	62,948	3,777	66,725	66,725	0	0	0
2041	53,467,307	1.213	63,578	3,815	67,392	67,392	0	0	0
2042	54,536,653	1.201	64,214	3,853	68,066	68,066	0	0	0
2043	54,536,653	1.213	64,856	3,891	68,747	68,747	0	0	0
2044	55,627,386	1.202	65,504	3,930	69,435	69,435	0	0	0
			1,903,864	114,232	2,018,096	2,012,885	156,875	156,875	5,211

29 & D METROPOLITAN DISTRICT Nos. 1 and 2
Development Projection - Buildout Plan (updated 4/9/09)

YEAR	Residential Development					Residential Summary				
	# Lots Devel'd	<u>Pod C/D Apts</u>				Total Residential Market Value	Total SFD Units	Total Res'l Units	Total MF Facility Fees @ \$500/unit	
		Incr/(Decr) in Finished Lot		# Units Completed	Price Inflated @ 2%					Market Value
		Value @ 10%	1,124 target							
2010	0	0			0	\$0	0	0	\$0	
2011	225	1,350,000		\$60,000	0	0	0	0	\$0	
2012	225	0	225	61,200	13,770,000	13,770,000	0	225	112,500	
2013	225	0	225	62,424	14,045,400	14,045,400	0	225	112,500	
2014	225	0	225	63,672	14,326,308	14,326,308	0	225	112,500	
2015	224	(6,000)	225	64,946	14,612,834	14,612,834	0	225	112,500	
2016	0	(1,344,000)	224	66,245	14,838,846	14,838,846	0	224	112,000	
2017	0	0	0	67,570	0	0	0	0	0	
2018	0	0	0	68,921	0	0	0	0	0	
2019	0	0	0	70,300	0	0	0	0	0	
2020	0	0	0	71,706	0	0	0	0	0	
2021	0	0	0	73,140	0	0	0	0	0	
2022	0	0	0	74,602	0	0	0	0	0	
	1,124	(0)	1,124		71,593,388	71,593,388	0	1,124	562,000	

29 & D METROPOLITAN DISTRICT Nos. 1 and 2
Development Projection - Buildout Plan (updated 4/9/09)

Commercial Development										
YEAR	<u>Pod A Industrial</u>					<u>Pod B Retail</u>				
	Incr/(Decr) in					Incr/(Decr) in				
	SF	Finished Lot Value @	Square Ft Completed	per Sq Ft, Inflated @	Market Value	SF	Finished Lot Value @	Square Ft Completed	per Sq Ft, Inflated @	Market Value
Devel'd	10%	1,200,000	2%		Devel'd	10%	450,000	2%		
2010	240,000	1,560,000			0	0	0			0
2011	240,000	0	240,000	\$65.00	15,600,000	225,000	2,025,000		\$90.00	0
2012	240,000	0	240,000	66.30	15,912,000	0	(2,025,000)	225,000	91.80	20,655,000
2013	240,000	0	240,000	67.63	16,230,240	225,000	2,025,000	0	93.64	0
2014	240,000	0	240,000	68.98	16,554,845	0	(2,025,000)	225,000	95.51	21,489,462
2015	0	(1,560,000)	240,000	70.36	16,885,942	0	0	0	97.42	0
2016	0	0	0	71.77	0	0	0	0	99.37	0
2017	0	0	0	73.20	0	0	0	0	101.35	0
2018	0	0	0	74.66	0	0	0	0	103.38	0
2019	0	0	0	76.16	0	0	0	0	105.45	0
2020	0	0	0	77.68	0	0	0	0	107.56	0
2021	0	0	0	79.23	0	0	0	0	109.71	0
2022	0	0	0	80.82	0	0	0	0	111.90	0
	1,200,000	0	1,200,000		81,183,026	450,000	0	450,000		42,144,462

29 & D METROPOLITAN DISTRICT Nos. 1 and 2
 Development Projection - Buildout Plan (updated 4/9/09)

YEAR	<u>Pod C/D Retail</u>					Commercial Summary			Annual Market Value +/- of Platted & Developed Lots
	Incr/(Decr) In					Total	Total	Facility Fees	
	SF	Finished Lot Value @	Square Ft Completed	per Sq Ft, Inflated @	Market Value	Commercial Market Value	Commercial Sq Ft		
Devel'd	10%	10,000	2%				\$1.00/sq ft		
2010	0	0			0	0	0	0	1,560,000
2011	0	0		\$90.00	0	15,600,000	240,000	240,000	3,375,000
2012	10,000	90,000		91.80	0	36,567,000	465,000	465,000	(1,935,000)
2013	0	(90,000)	10,000	93.64	936,360	17,166,600	250,000	250,000	1,935,000
2014	0	0	0	95.51	0	38,044,307	465,000	465,000	(2,025,000)
2015	0	0	0	97.42	0	16,885,942	240,000	240,000	(1,566,000)
2016	0	0	0	99.37	0	0	0	0	(1,344,000)
2017	0	0	0	101.35	0	0	0	0	0
2018	0	0	0	103.38	0	0	0	0	0
2019	0	0	0	105.45	0	0	0	0	0
2020	0	0	0	107.56	0	0	0	0	0
2021	0	0	0	109.71	0	0	0	0	0
2022	0	0	0	111.90	0	0	0	0	0
	10,000	0	10,000		936,360	124,263,848	1,660,000	1,660,000	(0)

SOURCES AND USES OF FUNDS

**29 & D METROPOLITAN DISTRICT Nos. 1 and 2
SERIES 2011 G.O. BONDS
Non-Rated, 30-yr maturity**

Dated Date 12/01/2011
Delivery Date 12/01/2011

Sources:

Bond Proceeds:	
Par Amount	13,000,000.00
	<hr/>
	13,000,000.00

Uses:

Project Fund Deposits:	
Project Fund	9,944,973.17
Other Fund Deposits:	
Capitalized Interest Fund	1,285,876.83
Debt Service Reserve	1,249,150.00
	<hr/>
	2,535,026.83
Delivery Date Expenses:	
Costs of Issuance (est.)	520,000.00
	<hr/>
	13,000,000.00

BOND DEBT SERVICE

**29 & D METROPOLITAN DISTRICT Nos. 1 and 2
SERIES 2011 G.O. BONDS
Non-Rated, 30-yr maturity**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2012			455,000	455,000	
12/01/2012			455,000	455,000	910,000
06/01/2013			455,000	455,000	
12/01/2013			455,000	455,000	910,000
06/01/2014			455,000	455,000	
12/01/2014			455,000	455,000	910,000
06/01/2015			455,000	455,000	
12/01/2015	60,000	7.000%	455,000	515,000	970,000
06/01/2016			452,900	452,900	
12/01/2016	85,000	7.000%	452,900	537,900	990,800
06/01/2017			449,925	449,925	
12/01/2017	90,000	7.000%	449,925	539,925	989,850
06/01/2018			446,775	446,775	
12/01/2018	115,000	7.000%	446,775	561,775	1,008,550
06/01/2019			442,750	442,750	
12/01/2019	125,000	7.000%	442,750	567,750	1,010,500
06/01/2020			438,375	438,375	
12/01/2020	150,000	7.000%	438,375	588,375	1,026,750
06/01/2021			433,125	433,125	
12/01/2021	165,000	7.000%	433,125	598,125	1,031,250
06/01/2022			427,350	427,350	
12/01/2022	195,000	7.000%	427,350	622,350	1,049,700
06/01/2023			420,525	420,525	
12/01/2023	210,000	7.000%	420,525	630,525	1,051,050
06/01/2024			413,175	413,175	
12/01/2024	240,000	7.000%	413,175	653,175	1,066,350
06/01/2025			404,775	404,775	
12/01/2025	260,000	7.000%	404,775	664,775	1,069,550
06/01/2026			395,675	395,675	
12/01/2026	300,000	7.000%	395,675	695,675	1,091,350
06/01/2027			385,175	385,175	
12/01/2027	320,000	7.000%	385,175	705,175	1,090,350
06/01/2028			373,975	373,975	
12/01/2028	365,000	7.000%	373,975	738,975	1,112,950
06/01/2029			361,200	361,200	
12/01/2029	390,000	7.000%	361,200	751,200	1,112,400
06/01/2030			347,550	347,550	
12/01/2030	435,000	7.000%	347,550	782,550	1,130,100
06/01/2031			332,325	332,325	
12/01/2031	470,000	7.000%	332,325	802,325	1,134,650
06/01/2032			315,875	315,875	
12/01/2032	525,000	7.000%	315,875	840,875	1,156,750
06/01/2033			297,500	297,500	
12/01/2033	560,000	7.000%	297,500	857,500	1,155,000
06/01/2034			277,900	277,900	
12/01/2034	620,000	7.000%	277,900	897,900	1,175,800
06/01/2035			256,200	256,200	
12/01/2035	665,000	7.000%	256,200	921,200	1,177,400
06/01/2036			232,925	232,925	
12/01/2036	735,000	7.000%	232,925	967,925	1,200,850
06/01/2037			207,200	207,200	
12/01/2037	785,000	7.000%	207,200	992,200	1,199,400
06/01/2038			179,725	179,725	
12/01/2038	865,000	7.000%	179,725	1,044,725	1,224,450
06/01/2039			149,450	149,450	
12/01/2039	925,000	7.000%	149,450	1,074,450	1,223,900
06/01/2040			117,075	117,075	
12/01/2040	1,015,000	7.000%	117,075	1,132,075	1,249,150
06/01/2041			81,550	81,550	
12/01/2041	2,330,000	7.000%	81,550	2,411,550	2,493,100
	13,000,000		20,921,950	33,921,950	33,921,950

NET DEBT SERVICE

**29 & D METROPOLITAN DISTRICT Nos. 1 and 2
SERIES 2011 G.O. BONDS
Non-Rated, 30-yr maturity**

Date	Principal	Interest	Total Debt Service	Debt Service Reserve	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
06/01/2012		455,000	455,000		455,000		
12/01/2012		455,000	455,000		455,000		
06/01/2013		455,000	455,000		455,000		
12/01/2013		455,000	455,000	15,614.38		439,385.62	439,385.62
06/01/2014		455,000	455,000	15,614.38		439,385.62	
12/01/2014		455,000	455,000	15,614.38		439,385.62	878,771.24
06/01/2015		455,000	455,000	15,614.38		439,385.62	
12/01/2015	60,000	455,000	515,000	15,614.38		499,385.62	938,771.24
06/01/2016		452,900	452,900	15,614.38		437,285.62	
12/01/2016	85,000	452,900	537,900	15,614.38		522,285.62	959,571.24
06/01/2017		449,925	449,925	15,614.38		434,310.62	
12/01/2017	90,000	449,925	539,925	15,614.38		524,310.62	958,621.24
06/01/2018		446,775	446,775	15,614.38		431,160.62	
12/01/2018	115,000	446,775	561,775	15,614.38		546,160.62	977,321.24
06/01/2019		442,750	442,750	15,614.38		427,135.62	
12/01/2019	125,000	442,750	567,750	15,614.38		552,135.62	979,271.24
06/01/2020		438,375	438,375	15,614.38		422,760.62	
12/01/2020	150,000	438,375	588,375	15,614.38		572,760.62	995,521.24
06/01/2021		433,125	433,125	15,614.38		417,510.62	
12/01/2021	165,000	433,125	598,125	15,614.38		582,510.62	1,000,021.24
06/01/2022		427,350	427,350	15,614.38		411,735.62	
12/01/2022	195,000	427,350	622,350	15,614.38		606,735.62	1,018,471.24
06/01/2023		420,525	420,525	15,614.38		404,910.62	
12/01/2023	210,000	420,525	630,525	15,614.38		614,910.62	1,019,821.24
06/01/2024		413,175	413,175	15,614.38		397,560.62	
12/01/2024	240,000	413,175	653,175	15,614.38		637,560.62	1,035,121.24
06/01/2025		404,775	404,775	15,614.38		389,160.62	
12/01/2025	260,000	404,775	664,775	15,614.38		649,160.62	1,038,321.24
06/01/2026		395,675	395,675	15,614.38		380,060.62	
12/01/2026	300,000	395,675	695,675	15,614.38		680,060.62	1,060,121.24
06/01/2027		385,175	385,175	15,614.38		369,560.62	
12/01/2027	320,000	385,175	705,175	15,614.38		689,560.62	1,059,121.24
06/01/2028		373,975	373,975	15,614.38		358,360.62	
12/01/2028	365,000	373,975	738,975	15,614.38		723,360.62	1,081,721.24
06/01/2029		361,200	361,200	15,614.38		345,585.62	
12/01/2029	390,000	361,200	751,200	15,614.38		735,585.62	1,081,171.24
06/01/2030		347,550	347,550	15,614.38		331,935.62	
12/01/2030	435,000	347,550	782,550	15,614.38		766,935.62	1,098,871.24
06/01/2031		332,325	332,325	15,614.38		316,710.62	
12/01/2031	470,000	332,325	802,325	15,614.38		786,710.62	1,103,421.24
06/01/2032		315,875	315,875	15,614.38		300,260.62	
12/01/2032	525,000	315,875	840,875	15,614.38		825,260.62	1,125,521.24
06/01/2033		297,500	297,500	15,614.38		281,885.62	
12/01/2033	560,000	297,500	857,500	15,614.38		841,885.62	1,123,771.24
06/01/2034		277,900	277,900	15,614.38		262,285.62	
12/01/2034	620,000	277,900	897,900	15,614.38		882,285.62	1,144,571.24
06/01/2035		256,200	256,200	15,614.38		240,585.62	
12/01/2035	665,000	256,200	921,200	15,614.38		905,585.62	1,146,171.24
06/01/2036		232,925	232,925	15,614.38		217,310.62	
12/01/2036	735,000	232,925	967,925	15,614.38		952,310.62	1,169,621.24
06/01/2037		207,200	207,200	15,614.38		191,585.62	
12/01/2037	785,000	207,200	992,200	15,614.38		976,585.62	1,168,171.24
06/01/2038		179,725	179,725	15,614.38		164,110.62	
12/01/2038	865,000	179,725	1,044,725	15,614.38		1,029,110.62	1,193,221.24
06/01/2039		149,450	149,450	15,614.38		133,835.62	
12/01/2039	925,000	149,450	1,074,450	15,614.38		1,058,835.62	1,192,671.24
06/01/2040		117,075	117,075	15,614.38		101,460.62	
12/01/2040	1,015,000	117,075	1,132,075	15,614.38		1,116,460.62	1,217,921.24
06/01/2041		81,550	81,550	15,614.38		65,935.62	
12/01/2041	2,330,000	81,550	2,411,550	1,264,764.38		1,146,785.62	1,212,721.24
	13,000,000	20,921,950	33,921,950	2,139,169.66	1,365,000	30,417,780.34	30,417,780.34

CAPITALIZED INTEREST FUND

**29 & D METROPOLITAN DISTRICT Nos. 1 and 2
SERIES 2011 G.O. BONDS
Non-Rated, 30-yr maturity**

Capitalized Interest Fund

Date	Deposit	Interest @ 2.5%	Principal	Debt Service Reserve	Scheduled Draws	Balance
12/01/2011	1,285,876.83					1,285,876.83
06/01/2012		16,073.46	423,312.16	15,614.38	455,000	862,564.67
12/01/2012		10,782.06	428,603.56	15,614.38	455,000	433,961.11
06/01/2013		5,424.51	433,961.11	15,614.38	455,000	
	1,285,876.83	32,280.03	1,285,876.83	46,843.14	1,365,000	

Average Life (years): 1.0041

DEBT SERVICE RESERVE FUND
29 & D METROPOLITAN DISTRICT Nos. 1 and 2
SERIES 2011 G.O. BONDS
Non-Rated, 30-yr maturity

Debt Service Reserve

Date	Deposit	Interest @ 2.5%	Principal	Capitalized Interest Fund	Debt Service	Balance
12/01/2011	1,249,150					1,249,150
06/01/2012		15,614.38		-15,614.38		1,249,150
12/01/2012		15,614.38		-15,614.38		1,249,150
06/01/2013		15,614.38		-15,614.38		1,249,150
12/01/2013		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2014		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2014		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2015		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2015		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2016		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2016		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2017		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2017		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2018		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2018		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2019		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2019		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2020		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2020		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2021		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2021		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2022		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2022		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2023		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2023		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2024		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2024		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2025		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2025		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2026		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2026		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2027		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2027		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2028		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2028		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2029		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2029		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2030		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2030		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2031		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2031		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2032		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2032		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2033		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2033		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2034		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2034		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2035		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2035		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2036		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2036		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2037		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2037		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2038		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2038		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2039		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2039		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2040		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2040		15,614.38		-15,614.38	-15,614.38	1,249,150
06/01/2041		15,614.38		-15,614.38	-15,614.38	1,249,150
12/01/2041		15,614.38	1,249,150		-1,264,764.38	1,249,150
	1,249,150	936,862.80	1,249,150	-46,843.14	-2,139,169.66	

Average Life (years): 30.0000

SOURCES AND USES OF FUNDS

**29 & D METROPOLITAN DISTRICT Nos. 1 and 2
SERIES 2014 G.O. BONDS
Non-Rated, 30-yr maturity**

Dated Date 12/01/2014
Delivery Date 12/01/2014

Sources:

Bond Proceeds:	
Par Amount	12,200,000.00
	<hr/>
	12,200,000.00

Uses:

Project Fund Deposits:	
Project Fund	10,085,333.33
Other Fund Deposits:	
Capitalized Interest & Expenses Fund	406,666.67
Debt Service Reserve	1,220,000.00
	<hr/>
	1,626,666.67
Delivery Date Expenses:	
Costs of Issuance (est.)	488,000.00
	<hr/>
	12,200,000.00

BOND DEBT SERVICE

**29 & D METROPOLITAN DISTRICT Nos. 1 and 2
SERIES 2014 G.O. BONDS
Non-Rated, 30-yr maturity**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2015			427,000	427,000	
12/01/2015			427,000	427,000	854,000
06/01/2016			427,000	427,000	
12/01/2016			427,000	427,000	854,000
06/01/2017			427,000	427,000	
12/01/2017			427,000	427,000	854,000
06/01/2018			427,000	427,000	
12/01/2018	20,000	7.000%	427,000	447,000	874,000
06/01/2019			426,300	426,300	
12/01/2019	15,000	7.000%	426,300	441,300	867,600
06/01/2020			425,775	425,775	
12/01/2020	40,000	7.000%	425,775	465,775	891,550
06/01/2021			424,375	424,375	
12/01/2021	35,000	7.000%	424,375	459,375	883,750
06/01/2022			423,150	423,150	
12/01/2022	55,000	7.000%	423,150	478,150	901,300
06/01/2023			421,225	421,225	
12/01/2023	60,000	7.000%	421,225	481,225	902,450
06/01/2024			419,125	419,125	
12/01/2024	85,000	7.000%	419,125	504,125	923,250
06/01/2025			416,150	416,150	
12/01/2025	90,000	7.000%	416,150	506,150	922,300
06/01/2026			413,000	413,000	
12/01/2026	115,000	7.000%	413,000	528,000	941,000
06/01/2027			408,975	408,975	
12/01/2027	120,000	7.000%	408,975	528,975	937,950
06/01/2028			404,775	404,775	
12/01/2028	145,000	7.000%	404,775	549,775	954,550
06/01/2029			399,700	399,700	
12/01/2029	155,000	7.000%	399,700	554,700	954,400
06/01/2030			394,275	394,275	
12/01/2030	190,000	7.000%	394,275	584,275	978,550
06/01/2031			387,625	387,625	
12/01/2031	200,000	7.000%	387,625	587,625	975,250
06/01/2032			380,625	380,625	
12/01/2032	230,000	7.000%	380,625	610,625	991,250
06/01/2033			372,575	372,575	
12/01/2033	250,000	7.000%	372,575	622,575	995,150
06/01/2034			363,825	363,825	
12/01/2034	290,000	7.000%	363,825	653,825	1,017,650
06/01/2035			353,675	353,675	
12/01/2035	305,000	7.000%	353,675	658,675	1,012,350
06/01/2036			343,000	343,000	
12/01/2036	350,000	7.000%	343,000	693,000	1,036,000
06/01/2037			330,750	330,750	
12/01/2037	375,000	7.000%	330,750	705,750	1,036,500
06/01/2038			317,625	317,625	
12/01/2038	420,000	7.000%	317,625	737,625	1,055,250
06/01/2039			302,925	302,925	
12/01/2039	450,000	7.000%	302,925	752,925	1,055,850
06/01/2040			287,175	287,175	
12/01/2040	500,000	7.000%	287,175	787,175	1,074,350
06/01/2041			269,675	269,675	
12/01/2041	540,000	7.000%	269,675	809,675	1,079,350
06/01/2042			250,775	250,775	
12/01/2042	1,835,000	7.000%	250,775	2,085,775	2,336,550
06/01/2043			186,550	186,550	
12/01/2043	1,965,000	7.000%	186,550	2,151,550	2,338,100
06/01/2044			117,775	117,775	
12/01/2044	3,365,000	7.000%	117,775	3,482,775	3,600,550
	12,200,000		21,898,800	34,098,800	34,098,800

NET DEBT SERVICE

**29 & D METROPOLITAN DISTRICT Nos. 1 and 2
SERIES 2014 G.O. BONDS
Non-Rated, 30-yr maturity**

Date	Principal	Interest	Total Debt Service	Debt Service Reserve	Capitalized Interest & Expenses Fund	Net Debt Service	Annual Net D/S
06/01/2015		427,000	427,000		427,000		
12/01/2015		427,000	427,000	15,250		411,750	411,750
06/01/2016		427,000	427,000	15,250		411,750	
12/01/2016		427,000	427,000	15,250		411,750	823,500
06/01/2017		427,000	427,000	15,250		411,750	
12/01/2017		427,000	427,000	15,250		411,750	823,500
06/01/2018		427,000	427,000	15,250		411,750	
12/01/2018	20,000	427,000	447,000	15,250		431,750	843,500
06/01/2019		426,300	426,300	15,250		411,050	
12/01/2019	15,000	426,300	441,300	15,250		426,050	837,100
06/01/2020		425,775	425,775	15,250		410,525	
12/01/2020	40,000	425,775	465,775	15,250		450,525	861,050
06/01/2021		424,375	424,375	15,250		409,125	
12/01/2021	35,000	424,375	459,375	15,250		444,125	853,250
06/01/2022		423,150	423,150	15,250		407,900	
12/01/2022	55,000	423,150	478,150	15,250		462,900	870,800
06/01/2023		421,225	421,225	15,250		405,975	
12/01/2023	60,000	421,225	481,225	15,250		465,975	871,950
06/01/2024		419,125	419,125	15,250		403,875	
12/01/2024	85,000	419,125	504,125	15,250		488,875	892,750
06/01/2025		416,150	416,150	15,250		400,900	
12/01/2025	90,000	416,150	506,150	15,250		490,900	891,800
06/01/2026		413,000	413,000	15,250		397,750	
12/01/2026	115,000	413,000	528,000	15,250		512,750	910,500
06/01/2027		408,975	408,975	15,250		393,725	
12/01/2027	120,000	408,975	528,975	15,250		513,725	907,450
06/01/2028		404,775	404,775	15,250		389,525	
12/01/2028	145,000	404,775	549,775	15,250		534,525	924,050
06/01/2029		399,700	399,700	15,250		384,450	
12/01/2029	155,000	399,700	554,700	15,250		539,450	923,900
06/01/2030		394,275	394,275	15,250		379,025	
12/01/2030	190,000	394,275	584,275	15,250		569,025	948,050
06/01/2031		387,625	387,625	15,250		372,375	
12/01/2031	200,000	387,625	587,625	15,250		572,375	944,750
06/01/2032		380,625	380,625	15,250		365,375	
12/01/2032	230,000	380,625	610,625	15,250		595,375	960,750
06/01/2033		372,575	372,575	15,250		357,325	
12/01/2033	250,000	372,575	622,575	15,250		607,325	964,650
06/01/2034		363,825	363,825	15,250		348,575	
12/01/2034	290,000	363,825	653,825	15,250		638,575	987,150
06/01/2035		353,675	353,675	15,250		338,425	
12/01/2035	305,000	353,675	658,675	15,250		643,425	981,850
06/01/2036		343,000	343,000	15,250		327,750	
12/01/2036	350,000	343,000	693,000	15,250		677,750	1,005,500
06/01/2037		330,750	330,750	15,250		315,500	
12/01/2037	375,000	330,750	705,750	15,250		690,500	1,006,000
06/01/2038		317,625	317,625	15,250		302,375	
12/01/2038	420,000	317,625	737,625	15,250		722,375	1,024,750
06/01/2039		302,925	302,925	15,250		287,675	
12/01/2039	450,000	302,925	752,925	15,250		737,675	1,025,350
06/01/2040		287,175	287,175	15,250		271,925	
12/01/2040	500,000	287,175	787,175	15,250		771,925	1,043,850
06/01/2041		269,675	269,675	15,250		254,425	
12/01/2041	540,000	269,675	809,675	15,250		794,425	1,048,850
06/01/2042		250,775	250,775	15,250		235,525	
12/01/2042	1,835,000	250,775	2,085,775	15,250		2,070,525	2,306,050
06/01/2043		186,550	186,550	15,250		171,300	
12/01/2043	1,965,000	186,550	2,151,550	15,250		2,136,300	2,307,600
06/01/2044		117,775	117,775	15,250		102,525	
12/01/2044	3,365,000	117,775	3,482,775	1,235,250		2,247,525	2,350,050
	12,200,000	21,898,800	34,098,800	2,119,750	427,000	31,552,050	31,552,050

CAPITALIZED INTEREST FUND

29 & D METROPOLITAN DISTRICT Nos. 1 and 2
SERIES 2014 G.O. BONDS
Non-Rated, 30-yr maturity

Capitalized Interest & Expenses Fund

Date	Deposit	Interest @ 2.5%	Principal	Debt Service Reserve	Scheduled Draws	Balance
12/01/2014	406,666.67					
06/01/2015		5,083.33	406,666.67	15,250	427,000	406,666.67
	406,666.67	5,083.33	406,666.67	15,250	427,000	

Average Life (years): 0.5000

DEBT SERVICE RESERVE FUND
29 & D METROPOLITAN DISTRICT Nos. 1 and 2
SERIES 2014 G.O. BONDS
Non-Rated, 30-yr maturity

Debt Service Reserve

Date	Deposit	Interest @ 2.5%	Principal	Capitalized Interest & Expenses Fund	Debt Service	Balance
12/01/2014	1,220,000					1,220,000
06/01/2015		15,250		-15,250		1,220,000
12/01/2015		15,250			-15,250	1,220,000
06/01/2016		15,250			-15,250	1,220,000
12/01/2016		15,250			-15,250	1,220,000
06/01/2017		15,250			-15,250	1,220,000
12/01/2017		15,250			-15,250	1,220,000
06/01/2018		15,250			-15,250	1,220,000
12/01/2018		15,250			-15,250	1,220,000
06/01/2019		15,250			-15,250	1,220,000
12/01/2019		15,250			-15,250	1,220,000
06/01/2020		15,250			-15,250	1,220,000
12/01/2020		15,250			-15,250	1,220,000
06/01/2021		15,250			-15,250	1,220,000
12/01/2021		15,250			-15,250	1,220,000
06/01/2022		15,250			-15,250	1,220,000
12/01/2022		15,250			-15,250	1,220,000
06/01/2023		15,250			-15,250	1,220,000
12/01/2023		15,250			-15,250	1,220,000
06/01/2024		15,250			-15,250	1,220,000
12/01/2024		15,250			-15,250	1,220,000
06/01/2025		15,250			-15,250	1,220,000
12/01/2025		15,250			-15,250	1,220,000
06/01/2026		15,250			-15,250	1,220,000
12/01/2026		15,250			-15,250	1,220,000
06/01/2027		15,250			-15,250	1,220,000
12/01/2027		15,250			-15,250	1,220,000
06/01/2028		15,250			-15,250	1,220,000
12/01/2028		15,250			-15,250	1,220,000
06/01/2029		15,250			-15,250	1,220,000
12/01/2029		15,250			-15,250	1,220,000
06/01/2030		15,250			-15,250	1,220,000
12/01/2030		15,250			-15,250	1,220,000
06/01/2031		15,250			-15,250	1,220,000
12/01/2031		15,250			-15,250	1,220,000
06/01/2032		15,250			-15,250	1,220,000
12/01/2032		15,250			-15,250	1,220,000
06/01/2033		15,250			-15,250	1,220,000
12/01/2033		15,250			-15,250	1,220,000
06/01/2034		15,250			-15,250	1,220,000
12/01/2034		15,250			-15,250	1,220,000
06/01/2035		15,250			-15,250	1,220,000
12/01/2035		15,250			-15,250	1,220,000
06/01/2036		15,250			-15,250	1,220,000
12/01/2036		15,250			-15,250	1,220,000
06/01/2037		15,250			-15,250	1,220,000
12/01/2037		15,250			-15,250	1,220,000
06/01/2038		15,250			-15,250	1,220,000
12/01/2038		15,250			-15,250	1,220,000
06/01/2039		15,250			-15,250	1,220,000
12/01/2039		15,250			-15,250	1,220,000
06/01/2040		15,250			-15,250	1,220,000
12/01/2040		15,250			-15,250	1,220,000
06/01/2041		15,250			-15,250	1,220,000
12/01/2041		15,250			-15,250	1,220,000
06/01/2042		15,250			-15,250	1,220,000
12/01/2042		15,250			-15,250	1,220,000
06/01/2043		15,250			-15,250	1,220,000
12/01/2043		15,250			-15,250	1,220,000
06/01/2044		15,250			-15,250	1,220,000
12/01/2044		15,250	1,220,000		-1,235,250	1,220,000
	1,220,000	915,000	1,220,000	-15,250	-2,119,750	

Average Life (years): 30.0000

RESOLUTION NO. ____-09

A RESOLUTION APPROVING THE SERVICE PLANS AND INTERGOVERNMENTAL AGREEMENTS FOR 29 AND D METROPOLITAN DISTRICT NO. 1 AND NO. 2

Recitals:

On July 27, 2009, a service plan was filed with the City of Grand Junction with a request to approve a service plan for 29 and D Metropolitan District No. 1 ("District No. 1") and a service plan for 29 and D Metropolitan District No. 2 ("District No. 2").

Upon review of the service plans and after public hearing, it appears that each meets the requirements of the *Special District Act*, Part 2 of Article 1 of Title 32, of the Colorado Revised Statutes ("Act").

The service plans with the formation of the districts will provide for the financing of construction and installation of public improvements within the service plan areas (District No. 1 for residential uses and District No. 2 for commercial/industrial uses).

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

Upon consideration of the service plans for 29 and D Metropolitan District No. 1 ("District No. 1") and for 29 and D Metropolitan District No. 2 ("District No. 2"), the City Council finds:

- (a) That the terms of each service plan contains the information required pursuant to the Act;
- (b) That the City Council held a public hearing after proper notice was duly published and mailed in accordance with the Act;
- (c) That there is sufficient existing and projected need for organized service in the area to be serviced under the service plans;
- (d) The existing service in the area to be served is inadequate for present and projected needs;
- (e) The special districts are capable of providing economical and sufficient service to the area within its proposed boundaries;
- (f) The area included in the special districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- (g) The Districts are wholly located within the boundaries of the City of Grand Junction and general descriptions of the boundaries of the areas are:

See the attached Exhibit "A" incorporated herein for District No. 1 and the attached Exhibit "B" incorporated herein for District No. 2.

The service plans and intergovernmental agreements for the District are hereby approved.

PASSED and ADOPTED this _____ day of August, 2009.

Attest:

President of the Council

City Clerk

Exhibit A

District No. 1
Initial District Boundaries

PART OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, MESA COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C $\frac{1}{4}$ CORNER OF THE SAID SECTION 18;
THENCE S00°25'42"E 423.13 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N89°34'18"E 20.00 FEET; THENCE S00°25'42"E 20.00 FEET
THENCE S89°34'18"W 20.00 FEET; THENCE N00°25'42"W 20.00 FEET
TO THE POINT OF BEGINNING AND CONTAINING 400 SF MORE OR LESS.

Inclusion Area

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN LYING SOUTH OF THE DENVER AND RIO GRANDE WESTERN RAILROAD HUMP YARD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

Commencing at the Southeast corner of the SW $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian;
thence running East along the South line of said Section 18 a distance of 70 rods;
thence North 80 rods, more or less, to the North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18;
thence West 70 rods to the East line of the SW $\frac{1}{4}$ of said Section 18;
thence South 80 rods, more or less, to the place of beginning.

PARCEL 2:

Commencing on the South line of Section 18, Township 1 South, Range 1 East of the Ute Meridian, at a point 70 rods East of the Southwest corner of the SE $\frac{1}{4}$ of said Section;
thence North 80 rods to the North line of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 18;
thence East along said North line to the East line of said Section 18;
thence South along said East line to the Southeast corner of said Section 18;
thence West 70 along the South line of said Section 18 to the point of beginning.

PARCEL 3:

The E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian.

PARCEL 4:

That part of the E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; and the W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian lying South of the right of way of the Denver and Rio Grande Junction Railroad.

PARCEL 5:

That part of the W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; and the W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian lying South of the right of way of the Denver and Rio Grande Junction Railroad.

Parcels 1 through 5 containing 151.82 acres, more or less.

All in Mesa County, Colorado.

District No. 1 Initial District Boundary Map

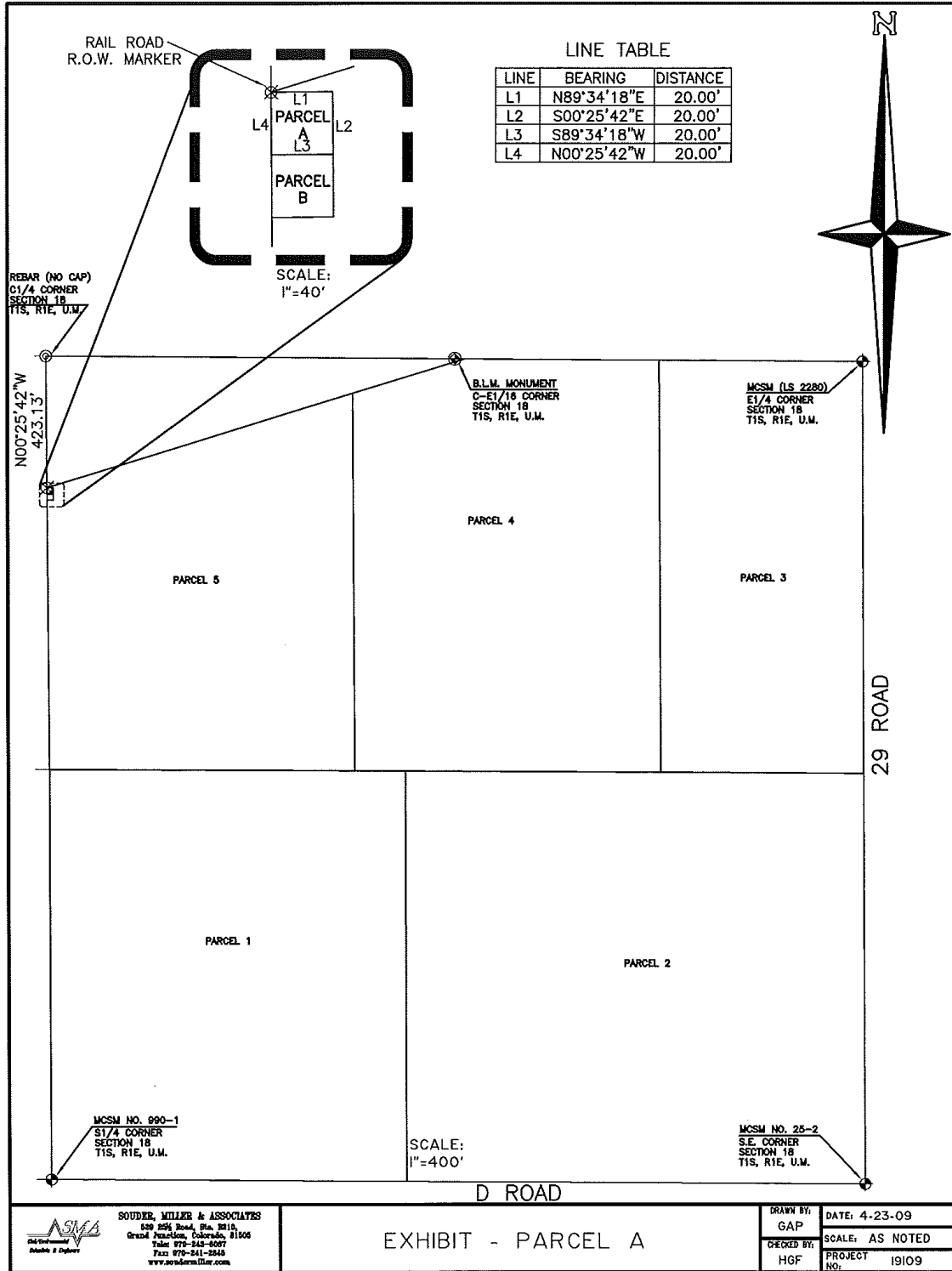


EXHIBIT B

**District No. 2
Initial District Boundaries**

PART OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, MESA COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C $\frac{1}{4}$ CORNER OF THE SAID SECTION 18;
THENCE S00°25'42"E 443.13 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N89°34'18"E 20.00 FEET; THENCE S00°25'42"E 20.00 FEET
THENCE S89°34'18"W 20.00 FEET; THENCE N00°25'42"W 20.00 FEET
TO THE POINT OF BEGINNING AND CONTAINING 400 SF MORE OR LESS.

Inclusion Area

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN LYING SOUTH OF THE DENVER AND RIO GRANDE WESTERN RAILROAD HUMP YARD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

Commencing at the Southeast corner of the SW $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian;
thence running East along the South line of said Section 18 a distance of 70 rods;
thence North 80 rods, more or less, to the North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18;
thence West 70 rods to the East line of the SW $\frac{1}{4}$ of said Section 18;
thence South 80 rods, more or less, to the place of beginning.

PARCEL 2:

Commencing on the South line of Section 18, Township 1 South, Range 1 East of the Ute Meridian, at a point 70 rods East of the Southwest corner of the SE $\frac{1}{4}$ of said Section;
thence North 80 rods to the North line of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 18;
thence East along said North line to the East line of said Section 18;
thence South along said East line to the Southeast corner of said Section 18;
thence West 70 along the South line of said Section 18 to the point of beginning.

PARCEL 3:

The E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian.

PARCEL 4:

That part of the E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; and the W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian lying South of the right of way of the Denver and Rio Grande Junction Railroad.

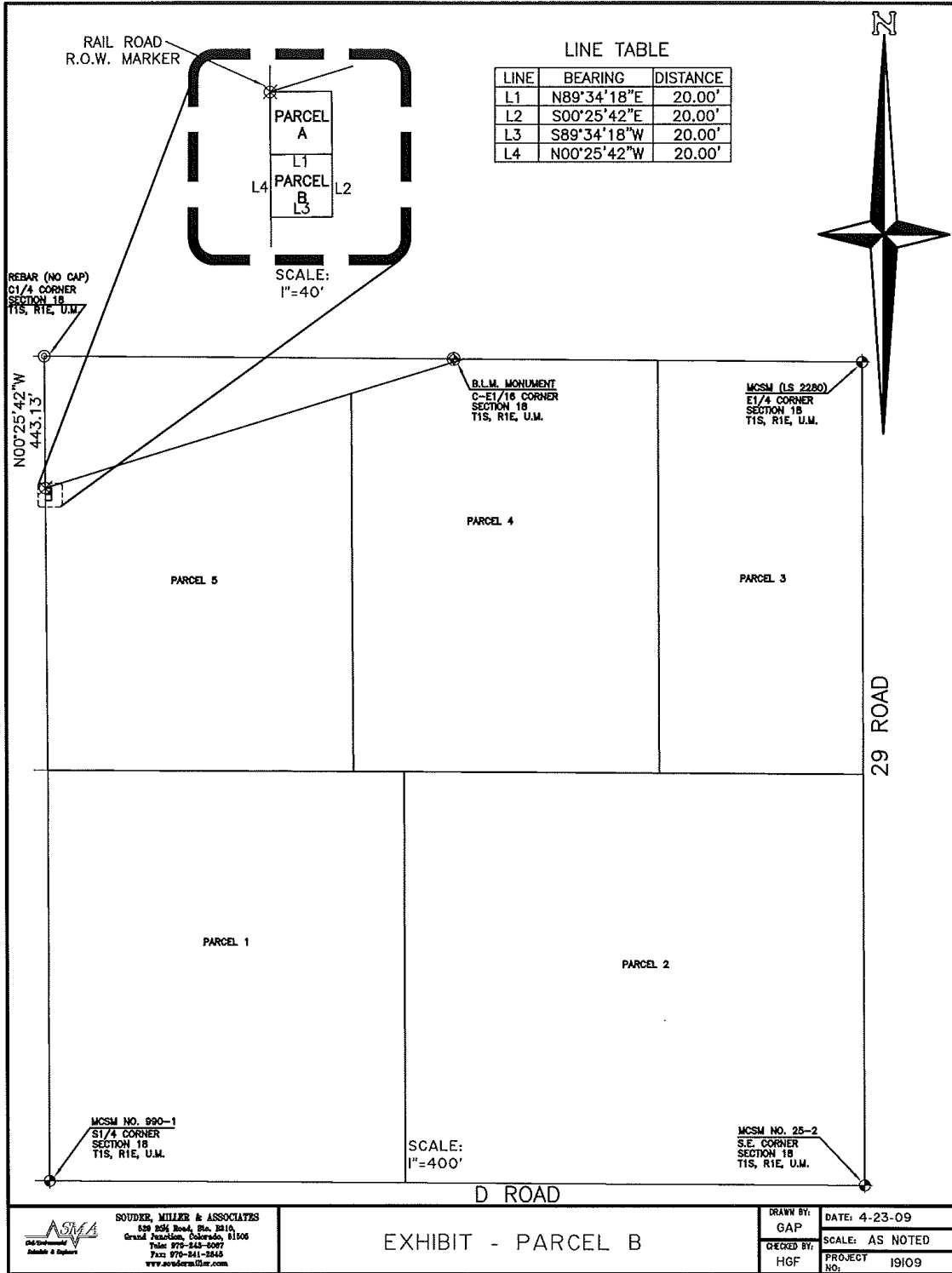
PARCEL 5:

That part of the W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; and the W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian lying South of the right of way of the Denver and Rio Grande Junction Railroad.

Parcels 1 through 5 containing 151.82 acres, more or less.

All in Mesa County, Colorado.

District No. 2 Initial District Boundary Map





Date: Monday, August 17, 2009
 Author: Lori V. Bowers
 Title/ Phone Ext: Senior Planner / 4033
 Proposed Schedule: _____

 2nd Reading: Monday, August 17, 2009

Attach 12
Public Hearing—Fults Annexation and Zoning
CITY COUNCIL AGENDA ITEM

Subject: Fults Annexation and Zoning, Located at 3066 F Road
File # : ANX-2009-130
Presenters Name & Title: Lori V. Bowers, Senior Planner, Public Works and Planning

Executive Summary: Request to annex and zone 3.72 acres, located at 3066 F Road, to R-4 (Residential – 4 units per acre). The Fults Annexation consists of one parcel.

How this item relates to the draft Comprehensive Plan Goals and Policies:

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

- A. City and County land use decisions will be consistent with the Comprehensive Plan Future Land Use Map.

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

- A. To create large and small “centers” throughout the community that provides services and commercial areas.

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.

- C. Increasing the capacity of housing developers to meet housing demand.

Action Requested/Recommendation: Adopt Resolution Accepting the Petition for the Fults Annexation and hold a Public Hearing and Consider Final Passage of the Annexation Ordinance and Zoning Ordinance.

Board or Committee Recommendation: At the July 28, 2009 hearing, the Planning Commission recommended approval of the requested R-4 zone district to the City Council, finding it to be consistent with the Growth Plan and Sections 2.6 and 2.14 of the Zoning and Development Code.

Financial Impact/Budget: N/A.

Legal issues: N/A

Other issues: N/A

Previously presented or discussed:

July 13, 2009	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
July 28, 2009	Planning Commission considers Zone of Annexation
Aug. 3, 2009	Introduction of a Proposed Ordinance on Zoning by City Council

Background, Analysis and Options: See attached Staff Report/Background Information

Attachments:

1. Staff report/Background information
2. Annexation – Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing City and County Zoning Map
4. Acceptance Resolution
5. Annexation Ordinance
6. Zoning Ordinance

STAFF REPORT / BACKGROUND INFORMATION

Location:	3066 F Road		
Applicants:	Richard W. Fults, owner and developer. Larry B. Beckner, representative		
Existing Land Use:	Large lot single family residence		
Proposed Land Use:	Two residential lots		
Surrounding Land Use:	North	Vacant land	
	South	Cross Orchards Museum of Western Colorado	
	East	Orange Grove Subdivision	
	West	School District property (used as access to Thunder Mountain Elementary School)	
Existing Zoning:	County RSF-4		
Proposed Zoning:	R-4 (Residential – 4 units per acre)		
Surrounding Zoning:	North	R-4 (Residential – 4 units per acre)	
	South	County RSF-4	
	East	R-4 (Residential – 4 units per acre)	
	West	County PUD	
Growth Plan Designation:	Residential Medium Low 2 – 4 DU/AC		
Zoning within density range?	X	Yes	No

Staff Analysis:

ANNEXATION:

This annexation area consists of 3.72 acres of land and is comprised of one parcel. The property owners have requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement all proposed development within the Persigo Wastewater Treatment boundary requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Fults Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;

- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The following annexation and zoning schedule is being proposed.

<i>ANNEXATION SCHEDULE</i>	
July 13, 2009	Referral of Petition (30 Day Notice), Introduction Of A Proposed Ordinance, Exercising Land Use
July 28, 2009	Planning Commission considers Zone of Annexation
Aug. 3, 2009	Introduction Of A Proposed Ordinance on Zoning by City Council
Aug. 17, 2009	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
Sept. 18, 2009	Effective date of Annexation and Zoning

FULTS ANNEXATION SUMMARY		
File Number:		ANX-2009-130
Location:		3066 F Road
Tax ID Number:		2943-044-00-167
# of Parcels:		one
Estimated Population:		Two
# of Parcels (owner occupied):		One
# of Dwelling Units:		One
Acres land annexed:		3.72
Developable Acres Remaining:		3.29
Right-of-way in Annexation:		None
Previous County Zoning:		RSF-4
Proposed City Zoning:		R-4 (Residential – 4 du/ac)
Current Land Use:		Single family large lot
Future Land Use:		Residential
Values:	Assessed:	\$14,530
	Actual:	\$147,050
Address Ranges:		3066 F Road
Special Districts:	Water:	Ute Water
	Sewer:	Central Grand Valley
	Fire:	Clifton Fire District
	Irrigation/ Drainage:	Grand Valley Water Users Association
	School:	District 51
	Pest:	Grand River Mosquito District

Staff Analysis:

ZONE OF ANNEXATION:

The requested zone of annexation to the R-4 (Residential – 4 units per acre) zone district is consistent with the Growth Plan designation of Residential Medium Low, 2 to 4 dwelling units per acre. The existing County zoning is RSF-4 (Residential Single Family, 4 units

per acre). Section 2.14 of the Zoning and Development Code, states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6.A.3 and 4 as follows:

- The proposed zone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations.

Response: The proposed zone is consistent and compatible with the surrounding neighborhood, and furthers the goals and policies of the Growth Plan by utilizing a zoning designation consistent with the Future Land Use Map.

- Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;

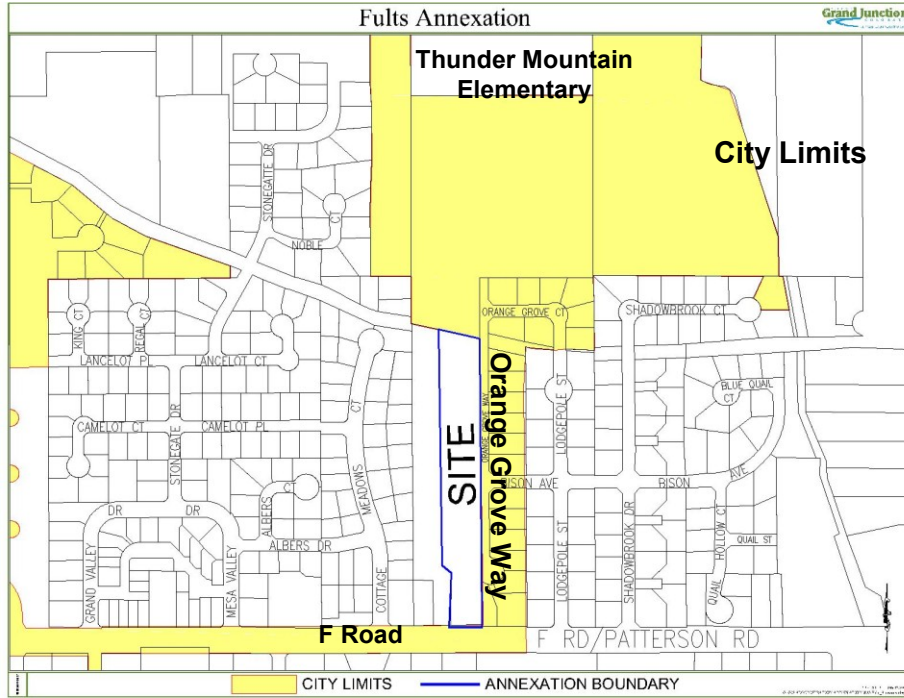
Response: Adequate public facilities and services currently are available to the site. All utilities are along Orange Grove Way and fire hydrants were located during the construction of Orange Grove Subdivision. Clifton Water is the water provider with the main line throughout the subdivision being 6" PVC. Central Grand Valley Sanitation District is the sewer provider.

Alternatives: In addition to the zoning that the petitioner has requested, the following zone district would also be consistent with the Growth Plan designation for the subject property.

- d. R-2 (Residential, not to exceed two dwelling units per acre)

Annexation/Site Location Map

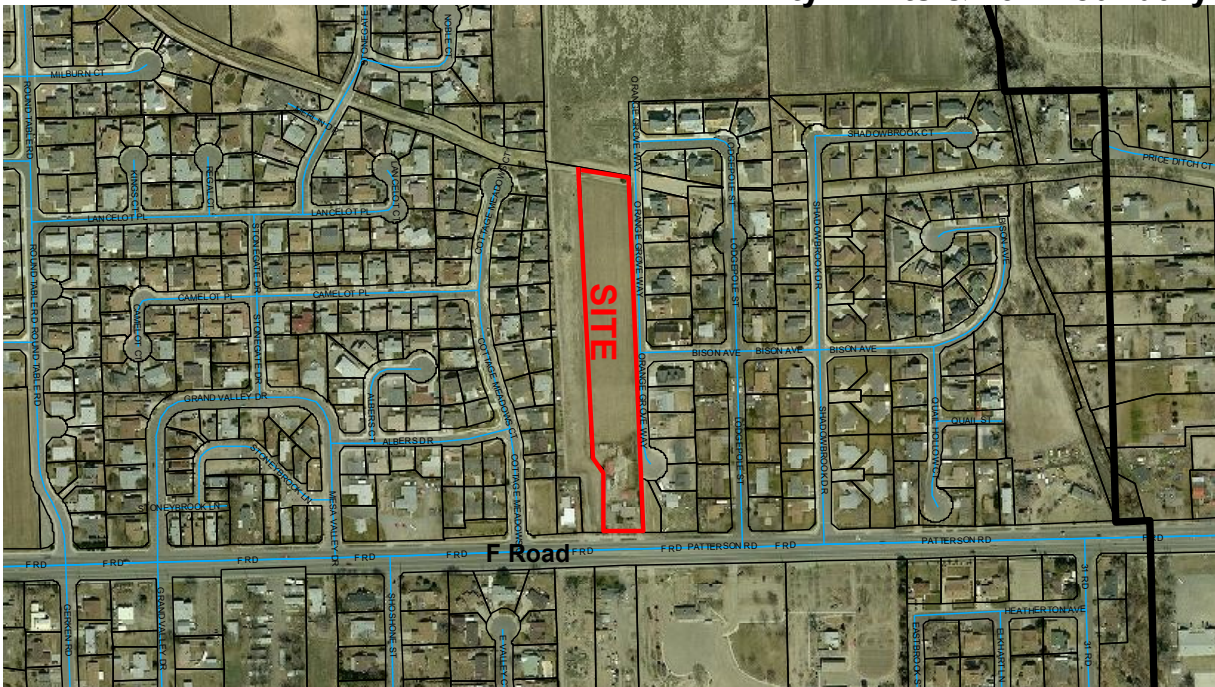
3066 F Road



Aerial Photo Map

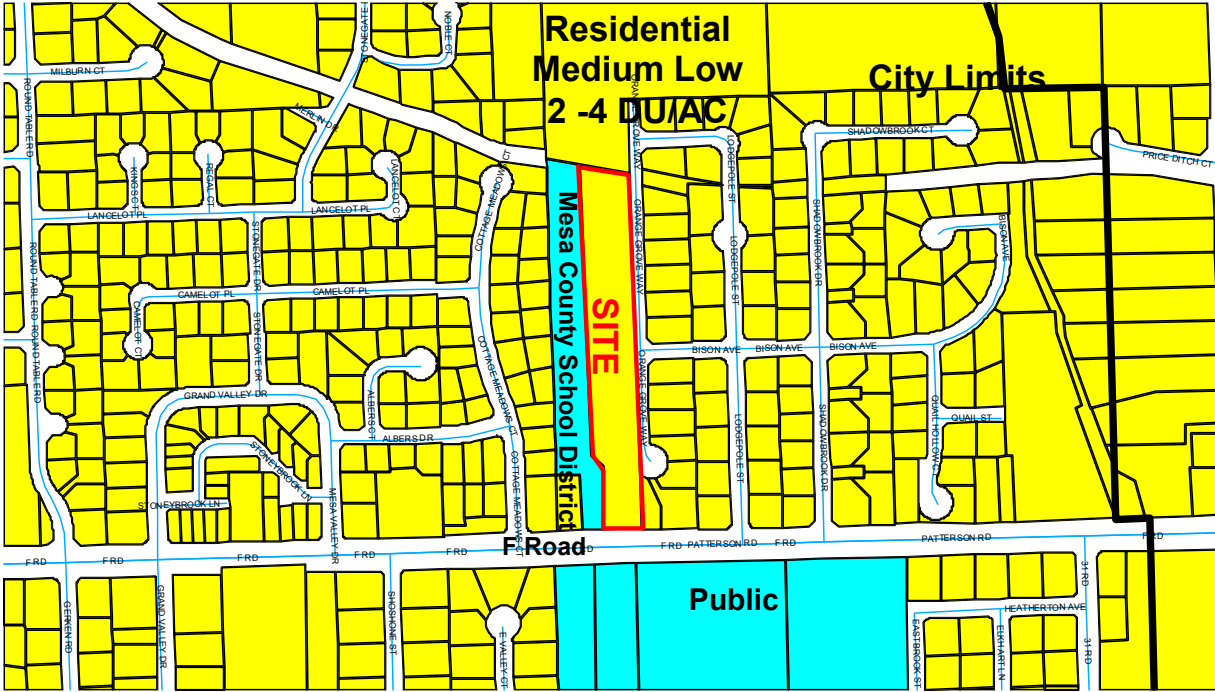
3066 F Road

City Limits & 201 Boundary



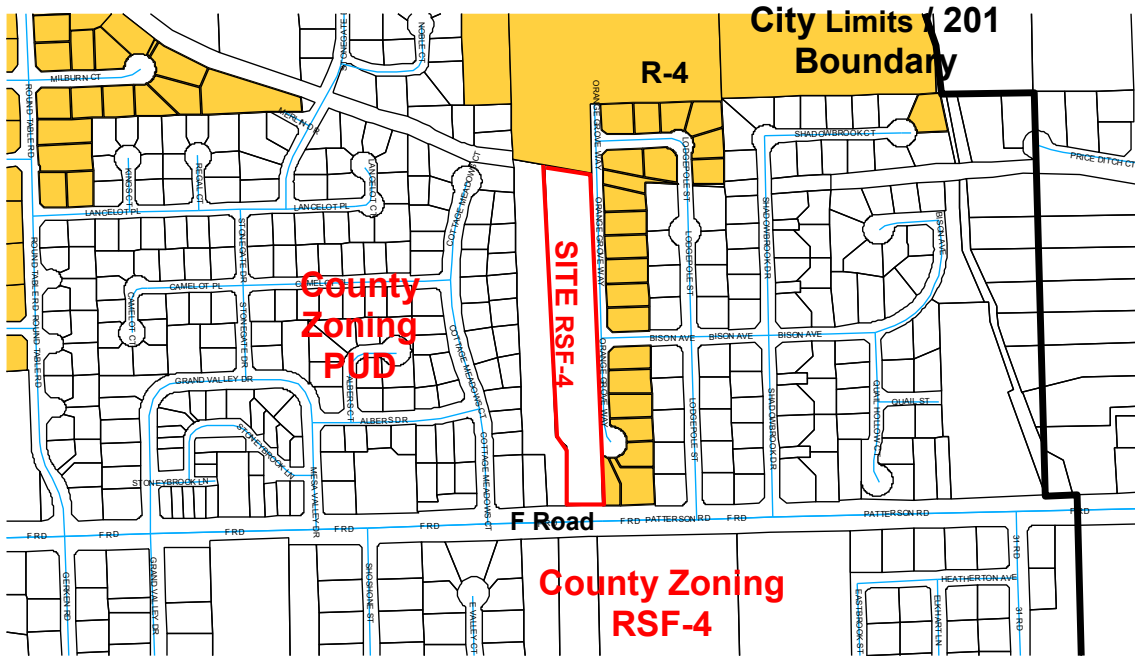
Future Land Use Map

3066 F Road



Existing City and County Zoning Map

3066 F Road



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION,

MAKING CERTAIN FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE

FULTS ANNEXATION

LOCATED AT 3066 F ROAD

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 13th day of July, 2009, a petition was submitted to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

FULTS ANNEXATION

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

Commencing at the Southeast corner of the SW 1/4 SE 1/4 said Section 4 and assuming the South line of SW 1/4 SE 1/4 of said Section 4 to bear N89°55'16"W with all bearings contained herein relative thereto; thence N89°55'16"W a distance of 412.55 feet along the South line of SW 1/4 SE 1/4 of said Section 4; thence N00°04'44"E a distance of 50.00 feet to the Point of Beginning; thence N89°55'16"W a distance of 118.40 feet along a line being 50.00 feet North of and parallel to the South line of the SW 1/4 SE 1/4 of said Section 4, said line also being the Northerly line of Sunrise Acres Annexation No. 3, Ordinance No. 3544, City of Grand Junction; thence N00°10'55"W a distance of 202.56 feet; thence N48°22'27"W a distance of 56.09 feet; thence N00°10'55"W a distance of 844.08 feet to the centerline of Price Ditch, as same is recorded in Book 1959, Pages 973 through 979 inclusive, said point also being on the Southerly line of Thunderbrook Estates Annexation, Ordinance No. 3986, City of Grand Junction; thence 108.09 feet along the arc of a 5729.58 foot radius curve, concave Southwest, having a central angle of 01°02'42" and a chord bearing S77°43'38"E a distance of 108.09 feet along the centerline of said Price Ditch, said line also being the Southerly line of said Thunderbrook Estates Annexation; thence S77°11'12"E a distance of 56.73 feet along the centerline of said Price Ditch, said line also being the Southerly line of said Thunderbrook Estates Annexation to a point on the West line of Sunrise Acres Annexation No. 4, Ordinance No. 3545, City of Grand Junction; thence S00°08'54"E a distance of 1048.50 feet along the West line of line of Orange Grove

Subdivision, as same is recorded in Book 3839, Pages 435 through 436 inclusive of the Mesa County, Colorado public records, said line also being the West line of said Sunrise Acres Annexation No. 4 to the Point of Beginning.

Said parcel contains 3.72 acres (161,943.49 sq. ft.), more or less, as described.

WHEREAS, a hearing on the petition was duly held after proper notice on the 17th day of August, 2009; and

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

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

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

ADOPTED this ____ day of _____, 2009.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

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

FULTS ANNEXATION

APPROXIMATELY 3.72 ACRES

LOCATED AT 3066 F ROAD

WHEREAS, on the 13th day of July, 2009, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 17th day of August, 2009; and

WHEREAS, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

FULTS ANNEXATION

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

Commencing at the Southeast corner of the SW 1/4 SE 1/4 said Section 4 and assuming the South line of SW 1/4 SE 1/4 of said Section 4 to bear N89°55'16"W with all bearings contained herein relative thereto; thence N89°55'16"W a distance of 412.55 feet along the South line of SW 1/4 SE 1/4 of said Section 4; thence N00°04'44"E a distance of 50.00 feet to the Point of Beginning; thence N89°55'16"W a distance of 118.40 feet along a line being 50.00 feet North of and parallel to the South line of the SW 1/4 SE 1/4 of said Section 4, said line also being the Northerly line of Sunrise Acres Annexation No. 3, Ordinance No. 3544, City of Grand Junction; thence N00°10'55"W a

distance of 202.56 feet; thence N48°22'27"W a distance of 56.09 feet; thence N00°10'55"W a distance of 844.08 feet to the centerline of Price Ditch, as same is recorded in Book 1959, Pages 973 through 979 inclusive, said point also being on the Southerly line of Thunderbrook Estates Annexation, Ordinance No. 3986, City of Grand Junction; thence 108.09 feet along the arc of a 5729.58 foot radius curve, concave Southwest, having a central angle of 01°02'42" and a chord bearing S77°43'38"E a distance of 108.09 feet along the centerline of said Price Ditch, said line also being the Southerly line of said Thunderbrook Estates Annexation; thence S77°11'12"E a distance of 56.73 feet along the centerline of said Price Ditch, said line also being the Southerly line of said Thunderbrook Estates Annexation to a point on the West line of Sunrise Acres Annexation No. 4, Ordinance No. 3545, City of Grand Junction; thence S00°08'54"E a distance of 1048.50 feet along the West line of line of Orange Grove Subdivision, as same is recorded in Book 3839, Pages 435 through 436 inclusive of the Mesa County, Colorado public records, said line also being the West line of said Sunrise Acres Annexation No. 4 to the Point of Beginning.

Said parcel contains 3.72 acres (161,943.49 sq. ft.), more or less, as described.

Be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 13th day of July, 2009 and ordered published.

ADOPTED on second reading the _____ day of _____, 2009.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE FULTS ANNEXATION TO
R-4 (RESIDENTIAL – 4 UNITS PER ACRE)**

LOCATED AT 3066 F ROAD

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 Fults Annexation to the R-4 zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Growth Plan and the Growth Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the R-4 zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

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

The following property be zoned R-4 (Residential – 4 units per acre).

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

Commencing at the Southeast corner of the SW 1/4 SE 1/4 said Section 4 and assuming the South line of SW 1/4 SE 1/4 of said Section 4 to bear N89°55'16"W with all bearings contained herein relative thereto; thence N89°55'16"W a distance of 412.55 feet along the South line of SW 1/4 SE 1/4 of said Section 4; thence N00°04'44"E a distance of 50.00 feet to the Point of Beginning; thence N89°55'16"W a distance of 118.40 feet along a line being 50.00 feet North of and parallel to the South line of the SW 1/4 SE 1/4 of said Section 4, said line also being the Northerly line of Sunrise Acres Annexation No. 3, Ordinance No. 3544, City of Grand Junction; thence N00°10'55"W a distance of 202.56 feet; thence N48°22'27"W a distance of 56.09 feet; thence N00°10'55"W a distance of 844.08 feet to the centerline of Price Ditch, as same is recorded in Book 1959, Pages 973 through 979 inclusive, said point also being on the Southerly line of Thunderbrook Estates Annexation, Ordinance No. 3986, City of Grand

Junction; thence 108.09 feet along the arc of a 5729.58 foot radius curve, concave Southwest, having a central angle of 01°02'42" and a chord bearing S77°43'38"E a distance of 108.09 feet along the centerline of said Price Ditch, said line also being the Southerly line of said Thunderbrook Estates Annexation; thence S77°11'12"E a distance of 56.73 feet along the centerline of said Price Ditch, said line also being the Southerly line of said Thunderbrook Estates Annexation to a point on the West line of Sunrise Acres Annexation No. 4, Ordinance No. 3545, City of Grand Junction; thence S00°08'54"E a distance of 1048.50 feet along the West line of line of Orange Grove Subdivision, as same is recorded in Book 3839, Pages 435 through 436 inclusive of the Mesa County, Colorado public records, said line also being the West line of said Sunrise Acres Annexation No. 4 to the Point of Beginning.

Said parcel contains 3.72 acres (161,943.49 sq. ft.), more or less, as described.

INTRODUCED on first reading the 3rd day of August, 2009 and ordered published.

ADOPTED on second reading the ____ day of _____, 2009.

ATTEST:

President of the Council

City Clerk



Date: Monday, August 17, 2009
 Author: Lori V. Bowers
 Title/ Phone Ext: Senior Planner / 4033
 Proposed Schedule: _____

Attach 13
Public Hearing—The Redlands Vista Planned Development Rezone and Amendment to the Preliminary Development Plan
CITY COUNCIL AGENDA ITEM

Subject: Redlands Vista Planned Development Rezone and Amendment to the Preliminary Development Plan; Located at West Ridges Boulevard, School Ridge Road and Ridge Circle Drive.
File # : PFP-2009-092
Presenters Name & Title: Lori V. Bowers, Senior Planner, Public Works and Planning

Executive Summary: 1) Amend the existing Ordinance for Redlands Vista in the Ridges Preliminary Development Plan (PDP) to increase the density from 3.8 dwelling units per acre to 6.7 dwelling units per acre. The redesign includes private streets. 2) Approval of a resolution to vacate a pedestrian and equestrian easement. 3) Approval of a resolution to reduce the size of a utility, irrigation, and drainage easement.

How this item relates to the draft Comprehensive Plan Goals and Policies:
 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.

Action Requested/Recommendation: 1) Hold a Public Hearing and Consider Final Passage of the Ordinance Amending the Redlands Vista Zoning Ordinance. 2) Adopt the Resolution Vacating a Pedestrian and Equestrian Easement. 3) Adopt the Resolution Reducing the Size of a Utility, Irrigation and Drainage Easement.

Board or Committee Recommendation with Findings of Fact and Conclusions:

1. The requested major amendment to the Planned Development, Preliminary Development Plan is consistent with the Growth Plan.
2. The review criteria in Section 2.12.C.2 (Planned Development) of the Zoning and Development Code have all been met.
3. The review criteria in Section 2.8.B (Subdivisions) of the Zoning and Development Code have all been met.

4. The review criteria in Section 2.2.D.4 (Major Site Plan Review) of the Zoning and Development Code have all been met.
5. The review criteria in Section 2.11.C (Vacations of Public Rights-of-way or Easements) of the Zoning and Development Code have all been met.

At their regularly scheduled meeting of July 14, 2009, the Planning Commission forwards the following recommendations:

- 1) A recommendation of approval of the requested major amendment and private streets for Redlands Vista Planned Development, Preliminary Development Plan, PFP-2009-092 to the City Council with the findings and conclusions listed above.
- 2) A recommendation of approval for the requested vacation of a 10-foot pedestrian and equestrian easement for Redlands Vista Planned Development, Preliminary Development Plan, PFP-2009-092 with the findings and conclusions listed above.
- 3) A recommendation of approval for the partial vacation of a utility, drainage and irrigation easement for Redlands Vista Planned Development, Preliminary Development Plan, PFP-2009-092 with the findings and conclusions listed above.

Background, Analysis and Options: Please see attached Background information and analysis.

Financial Impact/Budget: N/A

Legal issues: N/A

Other issues: The reduction of the Utility Irrigation and Drainage easement from 20-feet to 16-feet is acceptable, as 14-feet is our standard width for a multi-purpose easement. There is no need for a 10-foot pedestrian and equestrian easement since other pedestrian easements will be provided through the development and the existing pedestrian path along West Ridges Boulevard will be replaced with a 10-foot concrete path.

Previously presented or discussed: Consideration of the Ordinance, August 3, 2009.

Attachments:

Site Location Map / Aerial Photo Map
Future Land Use Map / Existing City and County Zoning Map
Building rendering exhibits for height
Proposed Ordinance
Resolution vacating pedestrian and equestrian easement
Resolution reducing the size of a utility, irrigation and drainage easement

BACKGROUND INFORMATION				
Location:		West Ridges Blvd.; School Ridge Rd.; Ridge Circle Drive		
Applicants:		Redlands Vista LLP, owner and developer; Colorado Civil Engineering LLC, Otto Burden, representative.		
Existing Land Use:		Vacant land		
Proposed Land Use:		Multi-family residential subdivision		
Surrounding Land Use:	North	Single-family residential and Open Space		
	South	Vacant land		
	East	Open space		
	West	Single-family and multi-family residential		
Existing Zoning:		PD (Planned Development)		
Proposed Zoning:		PD (Planned Development)		
Surrounding Zoning:	North	PD (Planned Development)		
	South	PD (Planned Development)		
	East	PD (Planned Development)		
	West	PD (Planned Development)		
Growth Plan Designation:		RML Residential Medium Low (2-4 du/ac)		
Zoning within density range?		X	Yes	No

ANALYSIS

Background

The 8.3 acre “Redlands Vista in the Ridges” parcels are part of the Ridges Planned Development. The parcels are designated for multi-family use within the overall PD. The Ridges was originally approved as a Planned Unit Development (PUD) by Mesa County in the late 1970s. The original developer formed the Ridges Metropolitan District to provide services to the development since it was in unincorporated Mesa County. The original approved PUD included open space (approximately 85 acres in Filings 1 through 6), numerous developed parks of varying sizes and a network of detached multi-use trails throughout, as well as a mix of uses and a variety of housing types, including apartments, detached single family units, townhomes, condominiums, offices and a neighborhood commercial center.

In 1992 the developed and undeveloped areas of the Ridges were annexed into the City of Grand Junction. Upon annexation an amended plan and zoning ordinance for the Ridges were adopted, zoning the development Planned Development (PD). The plan allocated the remaining allowable dwelling units to the undeveloped parcels, including the multifamily parcels. The parcels were designated "A", "B" or "C" lots or, if originally planned as a multifamily site, a specific density was assigned. The area comprising the Redlands Vista parcels was assigned a maximum density of 7.5 units per acre.

In May of 2006, the Planning Commission recommended and the City Council adopted Ordinance No. 3905, and approved a new Preliminary Development Plan for 32 single-family patio homes on this site. The Final Plat was subsequently approved but never recorded. Work began on the project using a "Plat Hold" as security for the Development Improvements Agreement (DIA) but work on the improvements ceased. The applicants now request, due to a change in demand for a different housing type, to amend the plan to provide more density with a housing type, similar to a previous Ridges project, Shadow Run. They now propose to develop 56 residential units, consisting of two-story duplexes and two-story fourplexes, on the parcels, to be served by private streets as set forth in detail in the attached plan.

The applicants also request the vacation of a platted, but not yet constructed 10-foot wide pedestrian and equestrian easement that runs along the west side of Lot 2, and along the south side of Lots 1 and 2. There is an existing pedestrian path along West Ridges Boulevard, which will be upgraded to City Standards; therefore there is no need for the pedestrian path along the south side. Internal pedestrian paths will be provided that will connect to the existing path; therefore the path is not required along the west side. This is also due to the character of the Ridges Subdivision, which has only pedestrian pathways and no sidewalks.

The other request is to reduce the size of an existing utility, drainage and irrigation easement that runs along the eastern most property boundary located on Lot 1. Just to the east and sharing the easement is City owned open space. The original plat created the easement, 20 feet in width, centered on the property line. A ten inch irrigation water line was installed east of the property line, on the City owned parcel. Therefore if the easement is reduced to six feet on Lot 1, there still should be adequate room for maintenance of the line. This leaves a 16-foot easement. Today's standards require 14-foot multi-purpose easements. This easement will be a 16-foot multi-purpose easement. One section, located at the northern most portion will be vacated entirely on Lot 1, since there is nothing located in that area. Another area will not vacate any of the easement since adequate easement room may be need for maintenance of line in the area.

Density

The amended plan proposes a density of 6.7 dwelling units per acre. The Ridges Planned Development allows for a maximum of 7.5 dwelling units per acre for these two parcels, therefore not exceeding the allowed density. Ordinance 3905 limited the density to 3.8 units per acre.

Access

Access to the Redlands Vista site is obtained from Ridge Circle Drive and School Ridge Road. The amended plan proposes internal private streets which will be owned and maintained by the Redlands Vista home owners association (HOA).

Road Design

The proposed interior private streets and drive aisles vary in width, but the average size of the asphalt roadway is 22 feet. Additional off-street parking stalls are dispersed through the development, as required by the City's Transportation Engineering Design Standards (TEDS). The City Council approved private streets for the previous application, but since the road configuration is different than previously approved, it is necessary to again request approval from the City Council for this re-design. The Fire Department will require "No parking" signs along both sides of Fire Department Access routes where the private street will be between 16 and 22 feet wide. "No parking" signs are required along one side when the Fire Department Access route is between 22 and 28 feet wide.

Open Space / Park

The project is next to City owned open space. The overall project will provide 3.84 acres of open space. Building coverage is 2.40 acres. The remaining 2.06 acres will be street, driveways and off-street parking. Parks and opens space requirements were part of the original Ridges overall development plan.

Lot Layout

The proposed lots will front the interior private street, Cold Shivers Circle, except Lots 1 and 2, which will access directly on to School Ridge Road. This is a zero lot line development.

Landscaping

The landscaping plan shows a common area that will provide a picnic area and gazebo. A concrete path will lead to the gazebo. Stepping stones will be used to extend the path to the City's open space area. The entrances off Ridge Circle Drive and School Ridge Road have landscaped entry features, a guardhouse monument (which will house the irrigation pump) and monument entry signs. The street crossings will have patterned cross-walks. The patterned cross-walks will help delineate the interior private streets from the dedicated public right-of-way on School Ridge Road and Ridge Circle Drive. Some natural vegetation will be preserved along with a landscaped retaining wall and a 14-foot landscape buffer along Ridges Boulevard.

Phasing

The first phase of the project will be to build on Lots 1 and 2, and should be submitted for review by December 31, 2010. The second phase is to be submitted by December 31, 2013; Phase 3, by December 31, 2016, and the fourth and final phase by December 31, 2019.

Long-Term Community Benefit

The intent and purpose of the PD zone is to provide flexibility not available through strict application and interpretation of the standards established in Chapter 3 of the Code. The Code also states that PD zoning should be used only when long-term community

benefits, which may be achieved through high quality planned development, will be derived. Long-term benefits include, but are not limited to:

1. More effective infrastructure;
2. Reduced traffic demands;
3. A greater quality and quantity of public and/or private open space;
4. Other recreational amenities;
5. Needed housing types and/or mix;
6. Innovative design;
7. Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public art.

The proposed development has met the following long-term community benefits:

While the entire Ridges Planned Development provided long-term community benefits with the original PUD, the Redlands Vista project further provides a needed housing type, with innovative design by utilizing the topography of the site. Taking advantage of the allowed higher density will provide for more effective and efficient infrastructure.

Default Zone

The dimensional standards for the R-8 (Residential – 8 du/ac) zone, as indicated in Table 3.2 (including Footnotes) in the Zoning and Development Code, are as follows:

Density: Not to exceed 8 dwelling units per acre.

Minimum lot area: Does not apply to single family attached dwellings or multifamily dwellings.

Minimum lot width: Does not apply to single family attached dwellings or multifamily dwellings.

Side yard setback: 5-feet

Front yard setback: 20-feet

Maximum building height: 35-feet

Deviations

Building height shall be measured from the highest natural grade line immediately adjoining the foundation or structure. No height limit is provided in the Ridges plan for the parcels designated for multifamily use. The applicants are proposing a maximum building height of 45 feet. This height allowance is only pertaining to those units where a walk-out basement is provided. The height is measured from ground level on the walk-out side to the roof-line ridge. For the duplex units, the height will only be 25 feet above the street level on the front side. The fourplex units will be up to 32 feet high above the street level on the front side. These building heights are part of the new Planned Development Ordinance. Please see the attached building rendering exhibit for clarification of the heights proposed.

3. Section 2.12.C.2 of the Zoning and Development Code

Requests for a Planned Development Preliminary Development Plan must demonstrate conformance with all of the following:

- a) The Outline Development Plan review criteria in Section 2.12.B of the Zoning and Development Code.
 - 1) The Growth Plan, Major Street plan and other adopted plans and policies.

Redlands Vista implements the goals, policies and objectives of each of the various community adopted plans by designing a neighborhood in an area identified as multifamily development with a density to not exceed 7.5 dwelling units per acre, as per the overall Ridges PD plan. In addition, the project meets the following specific principles, goals and policies of the Growth Plan and the Redlands Neighborhood Plan:

“Maintain a compact development pattern to concentrate urban growth, use existing infrastructure most efficiently and cost-effectively and support/enhance existing neighborhoods” - this project is the development of an infill site that is surrounded by existing development, which utilizes existing infrastructure.

“Develop and maintain an interconnected system of neighborhood and community parks, trails and other recreation facilities”. Specific design details of this project will provide pedestrian access and connectivity that has historically informally existed on this site.

The Grand Valley Circulation Plan does not address local streets. Private streets are being proposed for this subdivision, which requires approval by City Council per Section 6.7.E.5 of the Zoning and Development Code. The proposed roadway, designed with varying pavement widths and parking stalls for additional off-street parking (in addition to 4 parking spaces provided on-site for each unit, counting the garage) meets the design standards of the Transportation Engineering Design Standards (TEDS) manual. TEDS requires a minimum 20-foot pavement section and one off-street space per two units (27 required for this project). Access to the development will be from Ridges Circle Drive and School Ridge Road.

There is an existing asphalt pedestrian path that runs along Ridges Boulevard. This will be replaced with a 10-foot wide concrete path that meets the current City standards for pedestrian paths.

- 2) The rezoning criteria provided in Section 2.6 of the Zoning and Development Code.

Not applicable since this is an amendment to and further refinement of the existing PD zone district.

- 3) The planned development requirements of Chapter Five of the Zoning and Development Code.

The application has been developed in conformance with the purpose of Chapter Five of the Zoning and Development Code by providing more effective infrastructure, and a needed housing type and/or mix. Section 5.4.F also requires a closer look at setbacks, which are in conformance with the default zoning of R-8; open space, which was

addressed above; fencing and screening has been approved with the landscaping plan and is further discussed below. Parking and streets have also been addressed above.

- 4) The applicable corridor guidelines and other overlay districts in Chapter Seven.

There are no overlay districts for this property and the special regulations found in Chapter Seven do not apply. The plan does however meet the requirements of the Redlands Area Plan, as mentioned above by providing an interconnected system of neighborhood and community parks, trails and other recreational facilities throughout the urban area. The plan further is in compliance with the Ridges overall Planned Development.

- 5) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.

There currently are adequate public services and facilities to serve the proposed parcels. The proposed development surrounded on two sides by residential development and is adjacent to City owned open space. The utilities serving the individual units will be placed within the private access and utility tracts.

- 6) Adequate circulation and access shall be provided to serve all development pods/areas to be developed.

Adequate circulation will be obtained by a private street system accessed from School Ridge Road and Ridge Circle Drive. The City Council approved the previous private streets with the last application. With this amendment to the plan they are again requesting approval per Section 6.7.E.5 of the Zoning and Development Code as the streets are configured differently.

- 7) Appropriate screening and buffering of adjacent property and uses shall be provided.

In accordance with Section 6.5.D.1 of the Zoning and Development Code, a 14-foot wide landscaped area, adjacent to West Ridges Boulevard, will be placed in a Tract and will include a retaining wall with landscaping. Given the topography of the site, perimeter fencing may not be necessary and is not being required.

- 8) An appropriate range of density for the entire property or for each development pod/area to be developed.

The project is compatible with adjacent residential uses. The overall density of this proposal is 6.7 dwelling units per acre. This is less than the maximum allowed by the Ridges Planned Development (7.5 units per acre), but greater than the density of 3.8 units per acre allowed by the most recent Ordinance 3095.

- 9) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed.

The default zoning and minimum standards for the property are that of the R-8 zoning district. A deviation from the height restrictions in an R-8 zoning district is requested, as discussed above, and approval is recommended by Staff and by the Planning Commission.

- 10) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.

The proposed phasing schedule and a graphic depiction of the phasing are shown on sheet 22, C 8.0 of the Preliminary Plan, dated 06/23/09. It allows for each phase to be submitted by the following dates:

First Phase	December 31, 2010
Second Phase	December 31, 2013
Third Phase	December 31, 2016
Fourth Phase	December 31, 2019

- 11) The property is at least twenty (20) acres in size.

The original Planned Development of the Ridges is well over twenty acres in size. This property is 8.3 acres.

- b) The applicable preliminary plat criteria in Section 2.8.B of the Zoning and Development Code.
 - 1) The preliminary subdivision plan will be in conformance with the Growth Plan, Grand Valley Circulation Plan, Urban Trails Master Plan, and other adopted plans;

As mentioned above, [3 a) 1)] the plan provides conformance with the adopted plans and policies.

- 2) The Subdivision standards in Chapter Six;

The proposal meets the subdivision standards found in Chapter Six.

- 3) The Zoning standards in Chapter Three;

The project meets the requirements of the default zoning, which is R-8, with deviations as more fully described elsewhere in the report, which staff believes preserves the intent of these standards in lieu of the public benefits provided by the overall Plan.

- 4) Other standards and requirements of the Zoning and Development Code and other City policies and regulations;

All standards and requirements of the Zoning and Development Code, City policies and regulations have or will be met with the Final Plat, and the proposal complies with the overall Ridges PD plan.

- 5) Adequate public facilities and services will be available concurrent with the subdivision;

As addressed above, there are adequate public facilities and services currently available to be extended throughout the project to serve the proposed project.

- 6) The project will have little or no adverse or negative impacts upon the natural or social environment;

The project will have no adverse or negative impacts upon the natural or social environment, once the project is built and complete. There have been complaints with the unfinished project such as dust, run-off and disrepair of the pedestrian path. Many of these issues have been addressed and repaired. The overall appearance of the project has been a concern of the neighbors, but completion of the infrastructure will address or alleviate these concerns.

- 7) Compatibility with existing and proposed development on adjacent properties;

The Plan is compatible with the other residential uses and varying densities in the Ridges area.

- 8) Adjacent agricultural property and land uses will not be harmed;

There are no adjacent agricultural properties or land uses that will be harmed with this proposal.

- 9) Is neither piecemeal development nor premature development of agricultural land or other unique areas;

The project is neither piecemeal nor premature. This is an infill project within the existing Ridges Planned Development.

- 10) There is adequate land to dedicate for provision of public services;

There is adequate land available to dedicate for the provision of public services.

- 11) This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities;

This project will not cause an undue burden on the City for maintenance or improvement of the land or facilities. A home owners association (HOA) will be formed for the maintenance of the private streets and associated pedestrian paths through the subdivision. The HOA will also be responsible for the maintenance of the gazebo and guardhouse entry features.

- c) The applicable site plan review criteria in Section 2.2.D.4 of the Zoning and Development Code.

- 1) Adopted plans and policies such as the Growth Plan, applicable corridor or neighborhood plans, the major street plan, trails plan and the parks plan;

These have been discussed above.

- 2) Conditions of any prior approvals

Conditions of the Ridges Planned Development are met with this project.

- 3) Other Code requirements including rules of the zoning district, applicable use specific standards of Chapter Three of the Zoning and Development Code and the design and improvement standards of Chapter Six of the Code.

As each Filing of the subdivision is reviewed for Final Plat compliance and a site plan review for each building is submitted, for Planning Clearances, the Code requirements for each section of the Code will be reviewed again for compliance along with the adopted PD Ordinance.

- 4) Quality site design practices

The renderings of the architectural elements and the overall landscaping plan shows good site design and should result in a quality project; an enhancement to the existing neighborhood. The architecture takes advantage of the topography by providing some walk-out basement units. Native bushes and rock outcroppings will remain in some areas on the plan. Safe and convenient pedestrian crossings and access to public open space will be provided. Emergency access is still being discussed as the applicants wish to provide the appearance of a gated community. Security gates must be operable in an emergency and the means of operation must be accepted by the fire code official prior to installation.

- d) The approved ODP, if applicable

The Planned Development of the Ridges was established back in the late 1970's, and this application meets the requirements of the Planned Development.

- e) The approved PD rezoning ordinance, if adopted with an ODP

This request amends the previous Planned Development Ordinance,

- f) An appropriate, specific density for all areas included in the preliminary plan approval

The density of 6.7 dwelling units per acre is under the previously allowed density of 7.5, per the approved Ridges Planned Development for multi-family lots.

- g) The area of the plan is at least five (5) acres in size or as specified in an applicable approved ODP.

The site is over 5 acres in size at 8.3 acres.

4. Section 2.11.C of the Zoning and Development Code

The vacation and partial vacation of the easements shall conform to the following:

- g. The Growth Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

The requests are in conformance with the Growth Plan, major street plan, and other adopted plans and policies of the City and have been discussed above.

- h. No parcel shall be landlocked as a result of the vacation.

No parcels will be landlocked as a result of the vacation.

- i. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

Access will not be restricted to any parcels as a result of the vacation.

- j. 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).

The vacation of the ten foot pedestrian and equestrian easement, and partial vacation of the utility and drainage easement will not cause any 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 will not be reduced.

The partial vacation (reduction in width) eliminates unnecessarily wide public easements, with respect to the utility, drainage and irrigation easement, reducing public maintenance without reducing public services. With respect to the pedestrian and equestrian easement, the vacation will remove the easement from the final plat and not impact future lots with an easement that would extend over driveways unnecessarily. The retaining wall that is currently under construction now sits in part of this easement. Since an existing pedestrian path serves this area along West Ridges Boulevard, this platted easement is not necessary and should be vacated.

- k. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code.

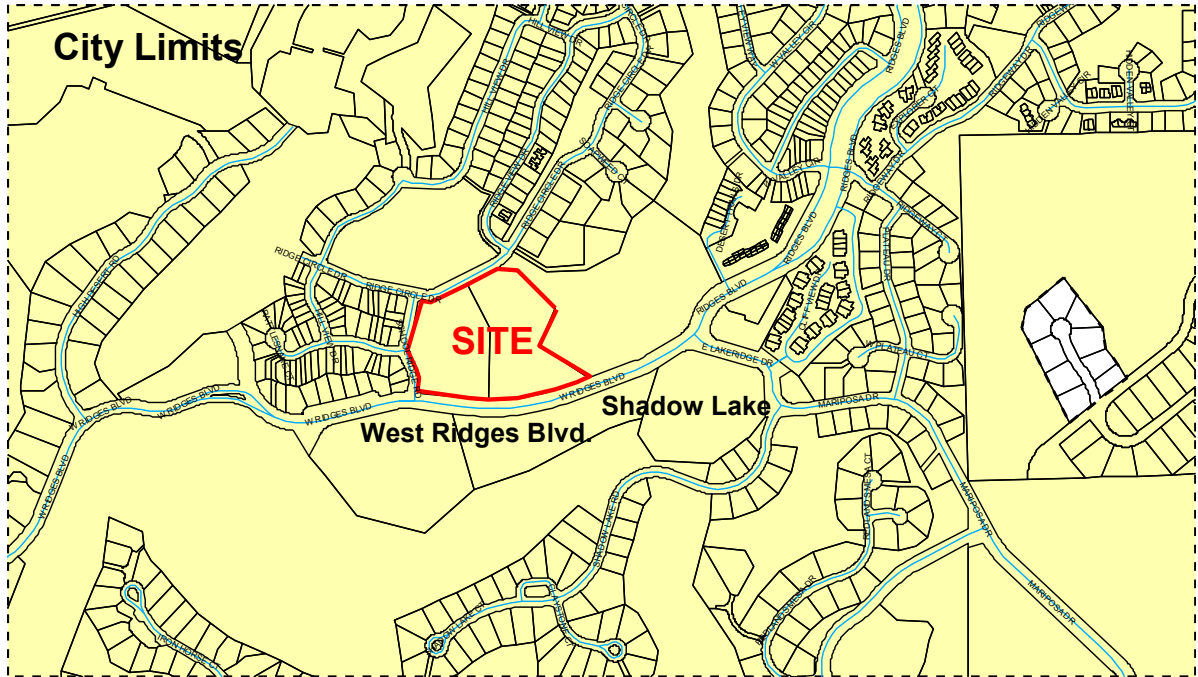
The vacations eliminate unnecessary easements and will not inhibit any public facilities or services to any properties. The existing irrigation line was installed on the City property side of the easement. The reduction of the size of the easement on the applicant's property will not reduce the ability for maintenance on the ten inch irrigation water line. Please see "Irrigation Main Offset Exhibit" and "Utility Drainage & Irrigation Easement Vacation Exhibit" attached.

- I. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

The proposal eliminates an unused and unnecessary pedestrian and equestrian easement and reduces the size of the utility, drainage and irrigation easement that was oversized compared to today's standards of 14-feet. This will allow for better site design.

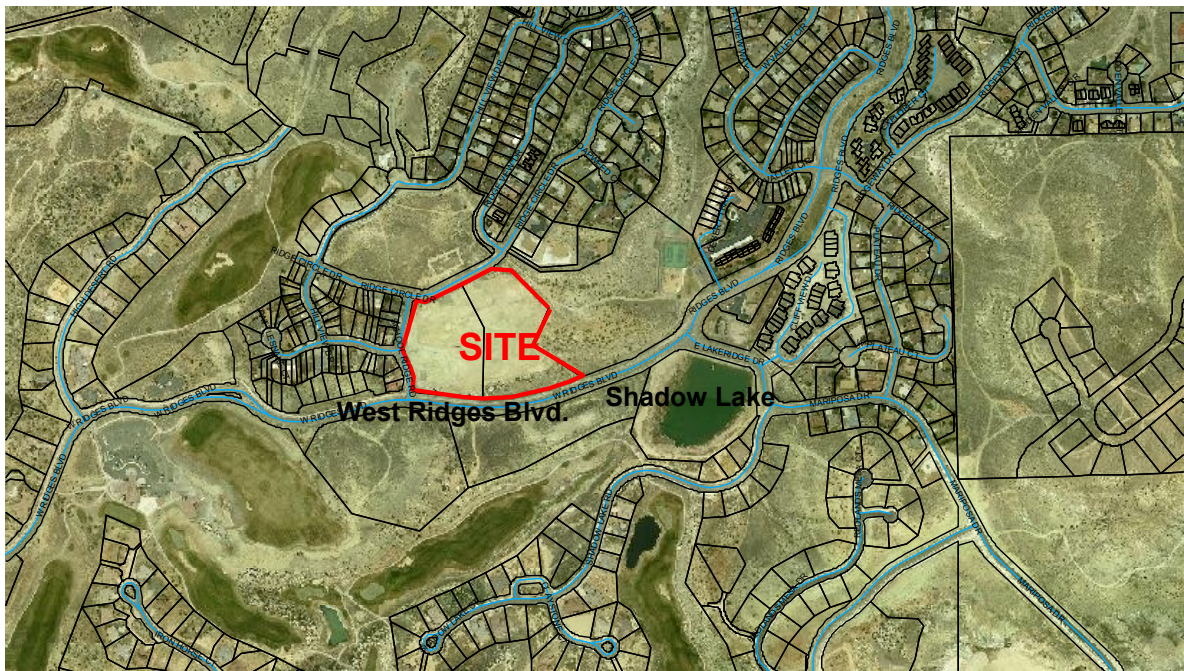
Site Location Map

Redlands Vista



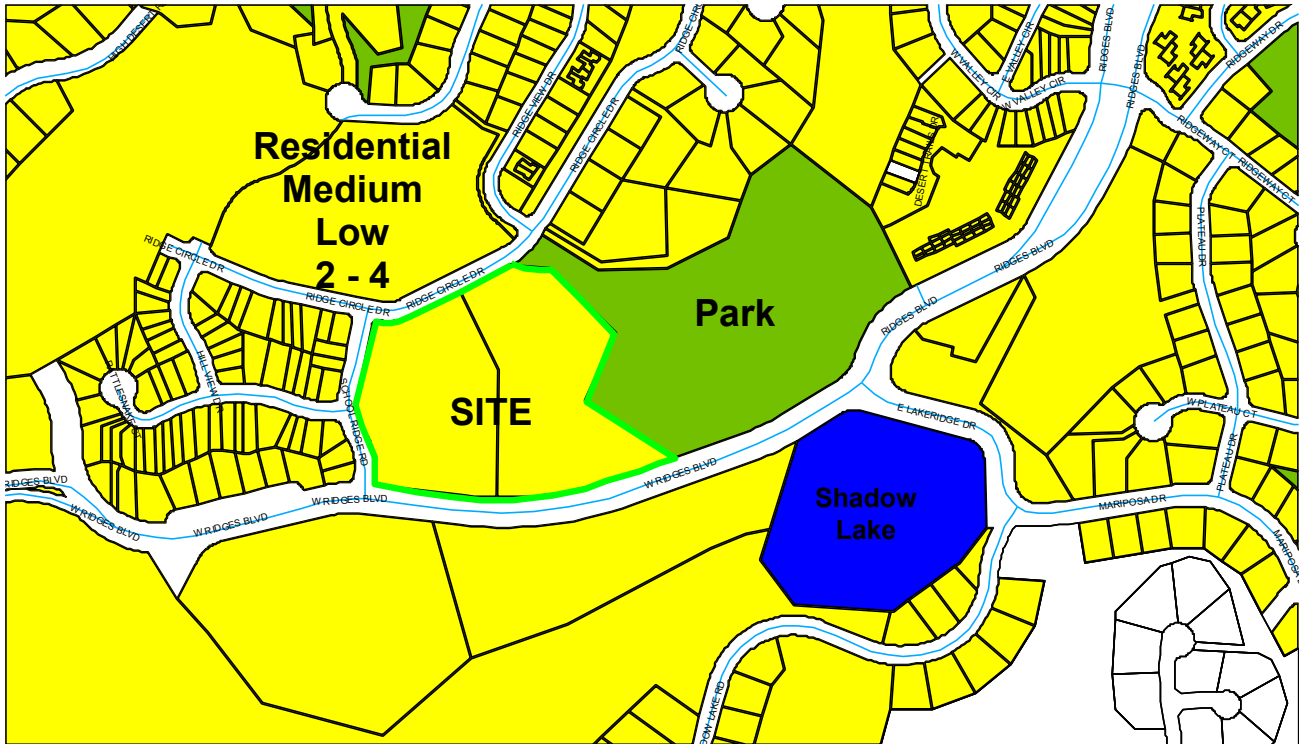
Aerial Photo Map

Redlands Vista



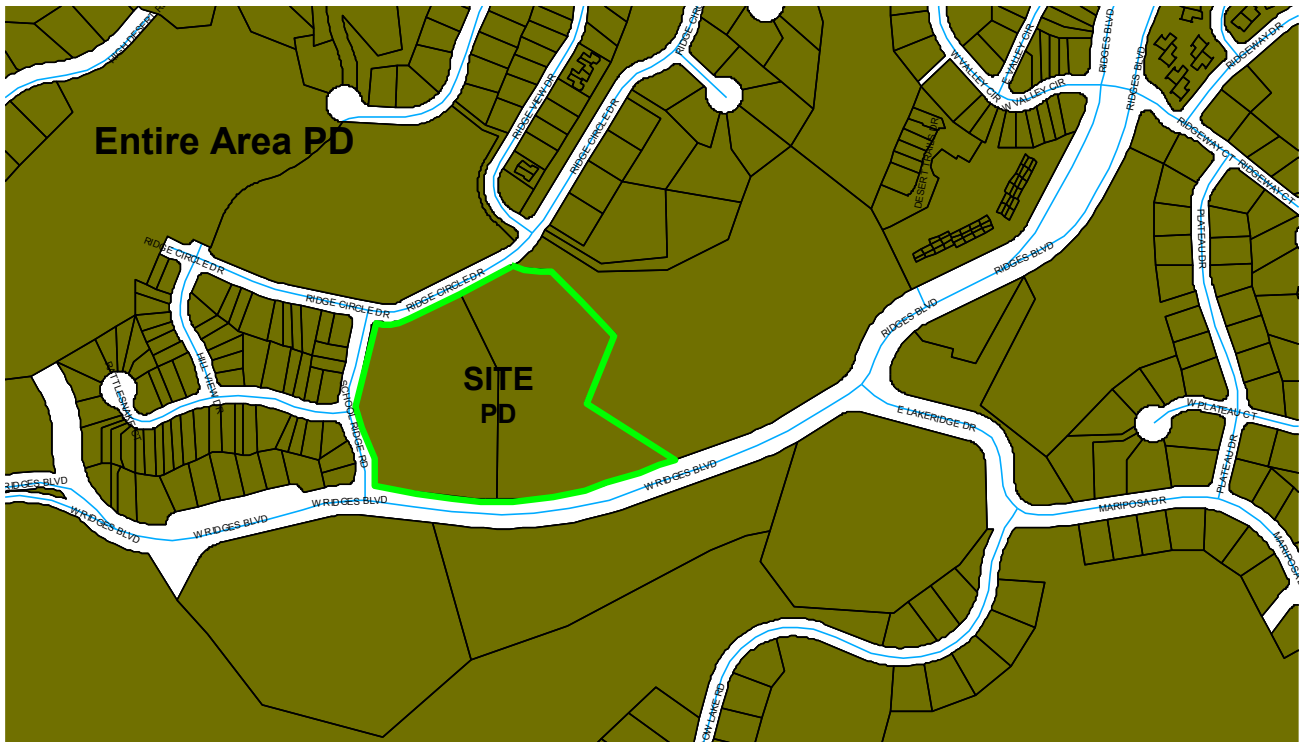
Future Land Use Map

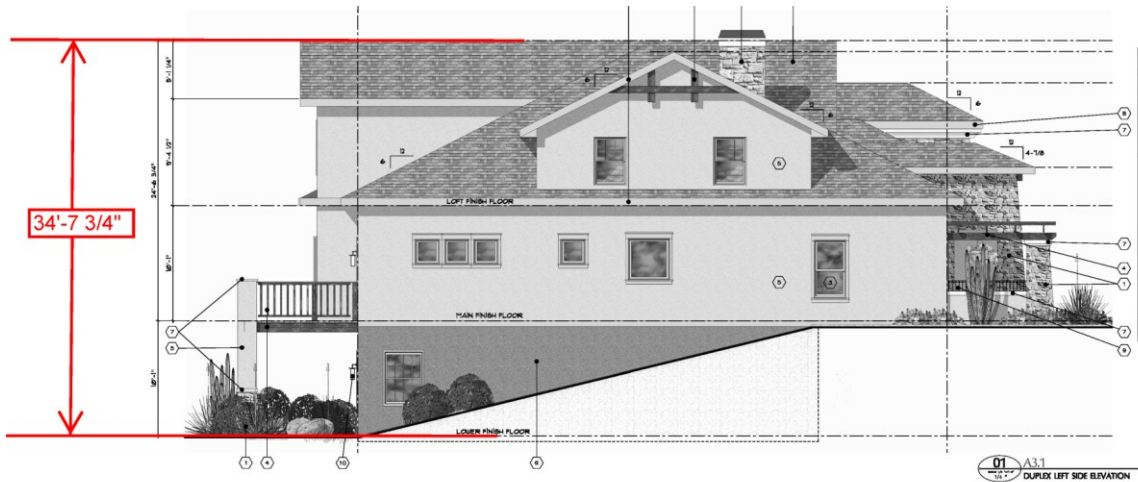
Redlands Vista in the Ridges



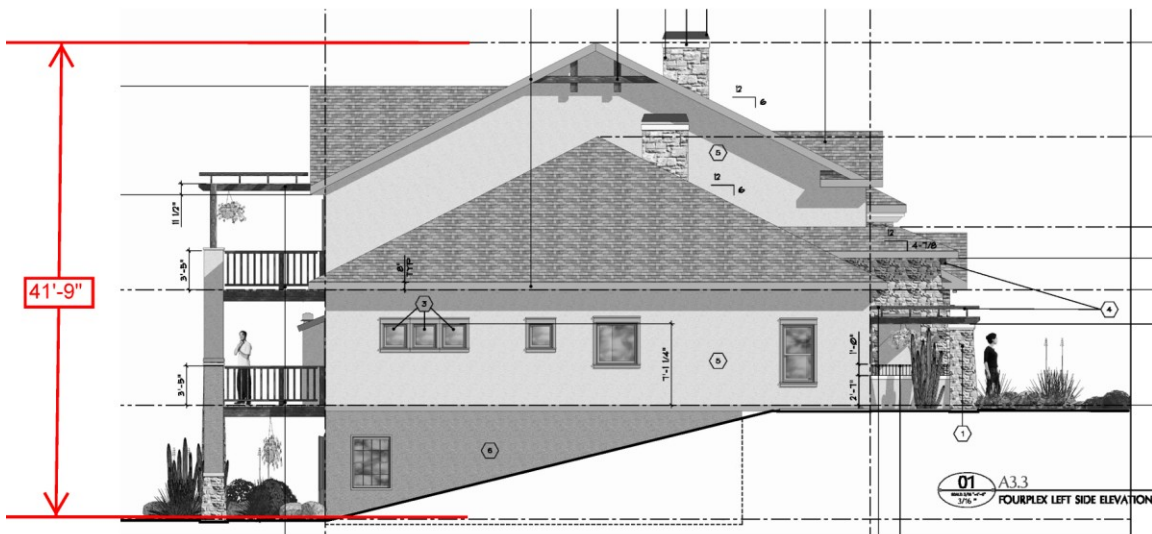
Existing City and County Zoning Map

Redlands Vista in the Ridges



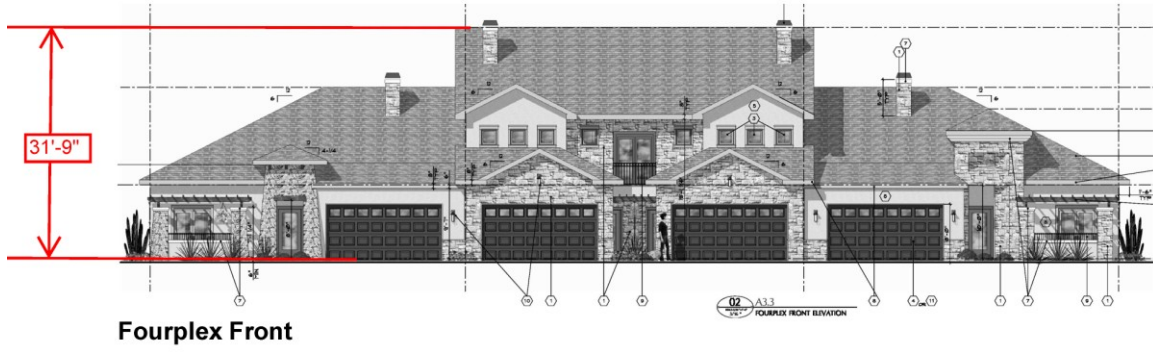
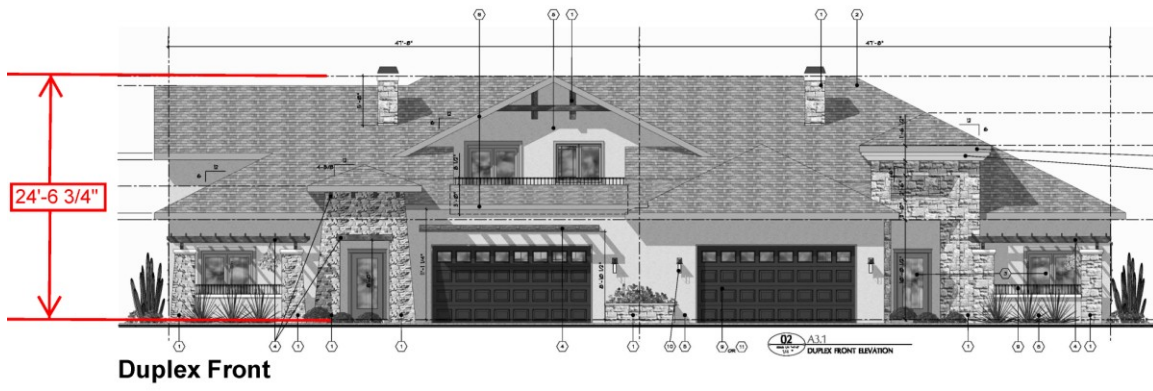


Duplex Side



Fourplex Side

Building renderings for height / side



Building renderings for height / front

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

AN ORDINANCE REZONING AND AMENDING THE PRELIMINARY DEVELOPMENT PLAN FOR REDLANDS VISTA PLANNED DEVELOPMENT, LOT 1 AND LOT 2, BLOCK TWENTY-ONE, THE RIDGES FILING NO. FOUR, LOCATED AT WEST RIDGES BLVD., SCHOOL RIDGE ROAD, AND RIDGE CIRCLE DRIVE

Recitals.

An amendment to Ordinance No. 3095 from Planned Development 3.8 units per acre (PD 3.8) to Planned Development 6.7 (PD 6.7), has been requested for the property located on Lot 1, and Lot 2, Block Twenty-One, The Ridges Subdivision, Filing Number Four, known as Redlands Vista, for purpose of developing 56 residential units, consisting of two-story duplexes and two-story fourplexes, on the two subject parcels. The City Council finds that the request meets the goals and policies and future land use designation of two to four dwelling units per acre set forth in the Growth Plan. City Council also finds that the requirements for a Planned Development set forth in Section 2.12 of the Zoning and Development Code have been satisfied.

The Grand Junction Planning Commission, at its July 14, 2009 hearing, recommended approval of the rezone from PD 3.8, to PD 6.7, approval of the attached and incorporated Preliminary Planned Development (PD) for Redlands Vista, including private streets within the subdivision.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL DESCRIBED BELOW IS HEREBY ZONED PLANNED DEVELOPMENT 6.7 UNITS PER ACRE (PD 6.7):

Lots 1 and Lot 2, Block Twenty-One, The Ridges Filing No. Four, as recorded in Plat Book 12 at Page 18 of the records of Mesa County. Said parcels are within the City of Grand Junction, Mesa County, State of Colorado.

- 1) The uses allowed for this zone and property shall be 56 residential units, consisting of two-story duplexes and two-story fourplexes, on two parcels.
- 2) The underlying zoning designation is R-8.
- 3) The development shall contain a public pedestrian pathway to connecting to the City owned park property to the east as shown on the attached Preliminary Plan. (Exhibit A)
- 4) Private streets as shown on the attached and incorporated Preliminary Plan are allowed. All street crossings shall be marked for safe pedestrian crossing. (Exhibit B)
- 5) Setbacks shall be as shown on the attached and incorporated Site Plan, (Exhibit B) page C2.2.

6) Maximum building heights shall be as follows: Maximum building height is 45 feet. This height allowance is only pertaining to those units where a walk-out basement is provided. The height is measured from ground level on the walk-out side to the roof-line ridge. For the duplex units, the height will only be 25 feet above the street level on the front side. The fourplex units will be up to 32 feet high above the street level on the front side.

7) The preliminary development plan shall be effective for two years from the date of the recording of this Ordinance.

8) The proposed phasing schedule and a graphic depiction of the phasing are shown on sheet 22, C 8.0 of the approved Preliminary Plan, dated 06/23/09 (Exhibit A). It allows for each phase to be submitted by the following dates:

First Phase	December 31, 2010
Second Phase	December 31, 2013
Third Phase	December 31, 2016
Fourth Phase	December 31, 2019

INTRODUCED on first reading on the 3rd day of August, 2009 and ordered published.

PASSED on this _____ day of _____, 2009.

ATTEST:

City Clerk

President of Council

REDLANDS VISTA CONSTRUCTION PLANS

LAND USE TABLE		UNITS	PERCENT
TYPE	SIZE		
BUILDINGS	DUPLIX	8	14.5%
	FOURPLEX TOWNHOMES	24	43.6%
	FOURPLEX CONDO UNITS	24	43.6%
	TOTAL UNITS	56	100%

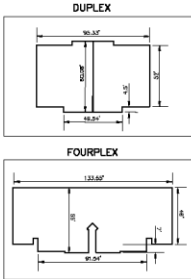
SECURITY GATES
THE INSTALLATION OF SECURITY GATES REQUIRES APPROVAL FROM THE CITY ENGINEER. SECURITY GATES SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO INSTALLATION. IF A SECURITY GATE IS APPROVED, THE GATE SHALL BE BUILT TO A MINIMUM OF 10' IN HEIGHT AND SHALL BE BUILT TO A MINIMUM OF 10' IN WIDTH. THE GATE SHALL BE BUILT TO A MINIMUM OF 10' IN HEIGHT AND SHALL BE BUILT TO A MINIMUM OF 10' IN WIDTH. THE GATE SHALL BE BUILT TO A MINIMUM OF 10' IN HEIGHT AND SHALL BE BUILT TO A MINIMUM OF 10' IN WIDTH.

PHASE SCHEDULE
THE FINAL PLAN FOR EACH PHASE SHALL BE SUBMITTED BY THE DATES AS FOLLOWS:

FIRST PHASE	DEC 31, 2012
SECOND PHASE	DEC 31, 2013
THIRD PHASE	DEC 31, 2014
FOUR PHASE	DEC 31, 2015

A GRAPHIC DEPICTION OF THE PHASING IS SHOWN ON SHEET 22, C & D, PRELIMINARY PLAN, DATED 08/23/09.

- EXISTING UTILITIES**
- STREET LIGHT
 - LIGHT POLE
 - ELECTRIC UTILITY
 - WATER MANHOLE
 - SANITARY SEWER MANHOLE
 - WATER VALVE/IRRIGATION VALVE
 - FIRE HYDRANT
 - WATER METER
 - SEWER
 - IRRIGATION MANHOLE/IRRIGATION VALVE
 - IRRIG. VALVE
- PROPOSED UTILITIES**
- STREET LIGHT
 - LIGHT POLE
 - ELECTRIC UTILITY
 - WATER MANHOLE
 - SANITARY SEWER MANHOLE
 - WATER VALVE/IRRIGATION VALVE
 - FIRE HYDRANT
 - WATER METER
 - SEWER
 - IRRIGATION MANHOLE/IRRIGATION VALVE
 - IRRIG. VALVE
- LEGEND**
- FL - 6" REBAR W/ 1" PLASTIC CAP STAMPED PARAGON LS 9860
 - W/P REBAR W/ 2" ALUMINUM CAP STAMPED 3" H SURVEYS LS 37049
 - SET 2" ALUMINUM CAP STAMPED D H SURVEYS LS 37049 ON FOUND. #5 REBAR
 - SET #5 REBAR W/ 2" ALUMINUM CAP STAMPED 3" H SURVEYS LS 37049
 - TEL. MANHOLE
 - TEL. MANHOLE
 - CABLE TELEVISION PED.
- ABBREVIATIONS**
- ATT. = ATTACHED
 - R-O-W = RIGHT OF WAY
 - SAN = SANITARY SEWER
 - FL = FLOW LINE TO FLOW LINE
 - INV. = INVERT
 - MH = MANHOLE
 - EXST. = EXISTING
 - EDA = EDGE OF ASPHALT
 - CA = CENTERLINE
 - CATV = CABLE TV
 - IRR = IRRIGATION LINE
 - CS = EXISTING
 - (P) = PROPOSED
 - PL = PROPERTY LINE
 - STA = STATION
 - L OR LT. = LEFT
 - R OR RT. = RIGHT



- CONTACTS**
- | | |
|--|---|
| WATER: UTE WATER DISTRICT, 680 25 ROAD, GRAND JUNCTION, CO 81505, 970-243-7491 | GAS: XCEL ENERGY, 2538 BUCHMANN AVENUE, GRAND JUNCTION, CO 81505, 970-244-2898 |
| SEWER: CITY OF GRAND JUNCTION, SENIOR DEPARTMENT, 2545 RIVER ROAD, GRAND JUNCTION, CO 81501, 970-268-1191 | TELEPHONE: SWEET, 2524 BUCHMANN AVENUE, GRAND JUNCTION, CO 81505, 970-244-6721 |
| IRRIGATION: CITY OF GRAND JUNCTION, WATER DEPARTMENT, 253 RIVER ROAD, GRAND JUNCTION, CO 81501, 970-268-4120 | TELEVISION: 10 CABLE, 2924 NORTH AVENUE, GRAND JUNCTION, CO 81504, 970-243-7237 |
| ELECTRICAL: XCEL ENERGY, 2538 BUCHMANN AVENUE, GRAND JUNCTION, CO 81505, 970-244-2898 | FIRE DEPARTMENT: GRAND JUNCTION FIRE DEPT, 330 S 8TH STREET, GRAND JUNCTION, CO 81501, 970-244-1473 |

APPROVAL SIGNATURE

CITY DEVELOPMENT ENGINEER _____ DATE _____

PLANNER _____ DATE _____

BENCHMARK

FOUND #5 REBAR AT THE NW CORNER OF THE SITE. ELEVATION = ABOVE BY LOCAL DATUM.

ENGINEER'S STATEMENT

"THIS PLAN HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF GRAND JUNCTION, COLORADO."

Chris Boudier 08/23/09
OTIS BUCKNER, P.E.
CO LICENSE # 11-37098
FOR AND ON BEHALF OF COLORADO CIVIL ENGINEERING, LLC

CCCE Colorado Civil Engineering, LLC

1500 W. 10TH AVE. SUITE 100
GRAND JUNCTION, CO 81507
PHONE: 970-244-8811

**REDLANDS VISTA
CONSTRUCTION PLAN**

JOB NO: 1013
DESIGN BY: CLB
DRAWN BY: CLB
CHECK BY: CLB
ISSUE DATE: 04/03/09

REVISED BY:
1) 6/10/09 CLB
REV. S/W DIMENSIONS
2) 6/23/09 CLB
ADDED SCHEDULE INFO
3)

SITE PLAN

C2.2

SHEET: 4 OF 37

Redlands Vista Site Plan (Exhibit B)

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

**A RESOLUTION VACATING A 10-FOOT PEDESTRIAN AND EQUESTRIAN
EASEMENT ON LOTS 1 AND 2, THE RIDGES FILING NO. FOUR, LOCATED ALONG
WEST RIDGES BOULEVARD AND SCHOOL RIDGE ROAD AS PART OF THE
REDLANDS VISTA PLANNED DEVELOPMENT**

Recitals:

A request for the vacation of a ten-foot pedestrian and equestrian easement has been submitted in accordance with the Zoning and Development Code. The applicant has requested that the easement located along the westerly side of Lot 2, near School Ridge Road and the southernmost side of Lots 1 and 2, along West Ridges Boulevard, be vacated. The vacation request will clear the property for future development of the Redlands Vista Subdivision, Planned Development.

In a public hearing, the Planning Commission reviewed the request for the vacation request and determined that it satisfied the criteria as set forth and established in Section 2.11.C of the Zoning and Development Code. The proposed vacation is also consistent with the purpose and intent of the Growth Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA SHOWN ON EXHIBIT A ATTACHED, AND DESCRIBED ON THE FINAL PLAT FOR THE RIDGES FILING NO. FOUR, RECORDED AT BOOK NO. 12, PAGE 118, HEREBY BE VACATED.

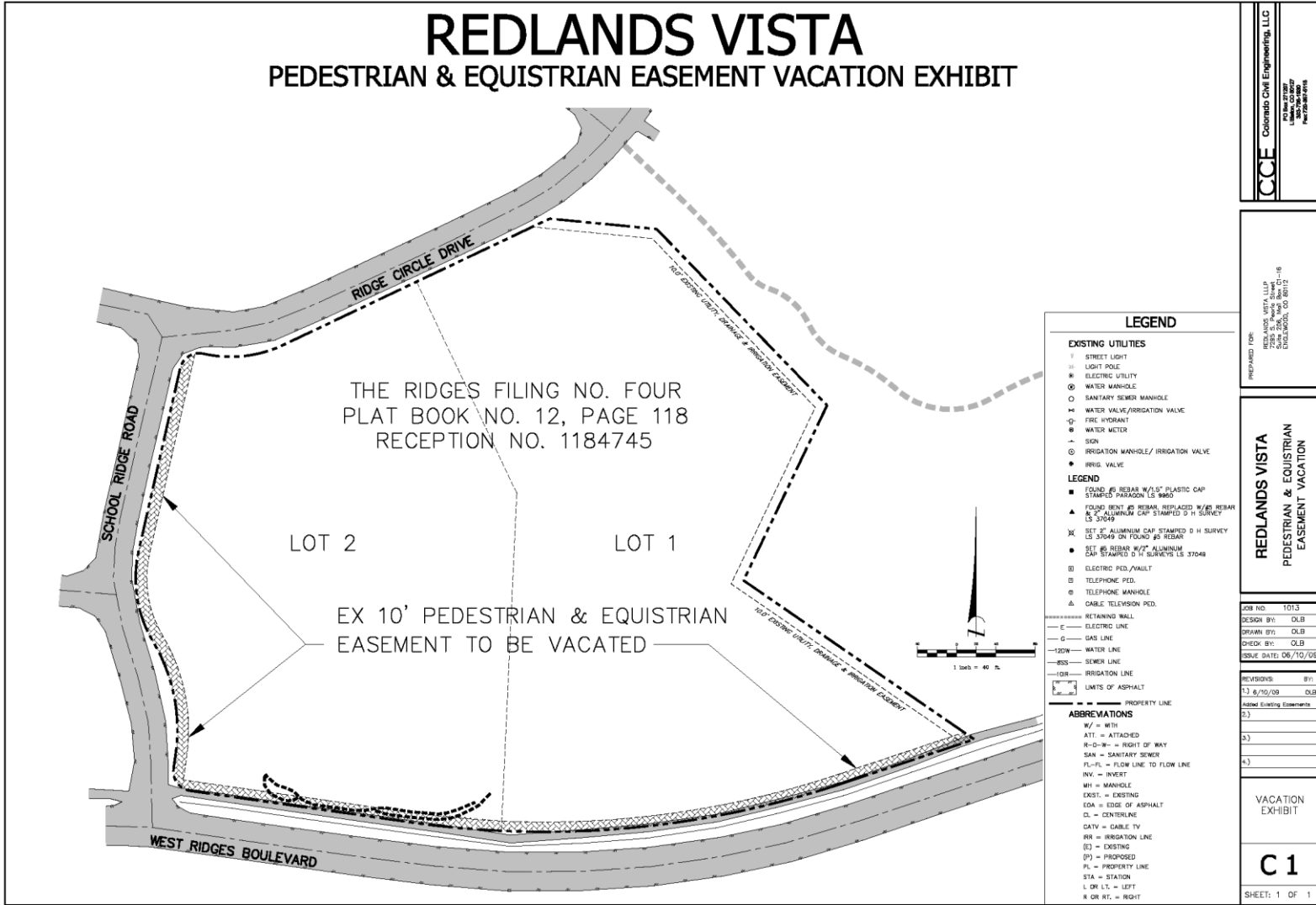
PASSED on this _____ day of _____, 2009.

ATTEST:

City Clerk
Council

President of

EXHIBIT A



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

A RESOLUTION VACATING A PORTION OF A UTILITY, IRRIGATION AND DRAINAGE EASEMENT LOCATED ON LOT 1, THE RIDGES FILING NO. FOUR SUBDIVISION, LOCATED NEAR WEST RIDGES BOULEVARD AS PART OF THE REDLANDS VISTA PLANNED DEVELOPMENT

Recitals:

A request for the vacation of a portion of a utility, irrigation and drainage easement has been submitted in accordance with the Zoning and Development Code. The applicant has requested that the easement located along the easternmost edge of Lot 1, The Ridges Filing No. Four, be partially vacated by reducing the size of the easement from ten-feet to six-feet on Lot 1, and as shown on the attached Exhibit A. A portion on the northernmost end will be vacated in its entirety as the irrigation line does not extend in this area. The request for a partial vacation of the easement will clear the property for future development of the Redlands Vista Planned Development Subdivision.

In a public hearing, the Planning Commission reviewed the request for a partial vacation of the easement and determined that it satisfied the criteria as set forth and established in Section 2.11.C of the Zoning and Development Code. The proposed partial vacation is also consistent with the purpose and intent of the Growth Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA SHOWN ON EXHIBIT A, AND RECORDED AT BOOK NO. 12, PAGE 118 IS HEREBY REDUCED TO 6-FEET BY VACATING 4-FEET OF THE RECORDED EASEMENT. ONE PORTION OF THE NORTHERNMOST END OF THE EASEMENT IS VACATED IN ITS ENTIRETY, AS DEPICTED ON EXHIBIT A.

PASSED on this _____ day of _____, 2009.

ATTEST:

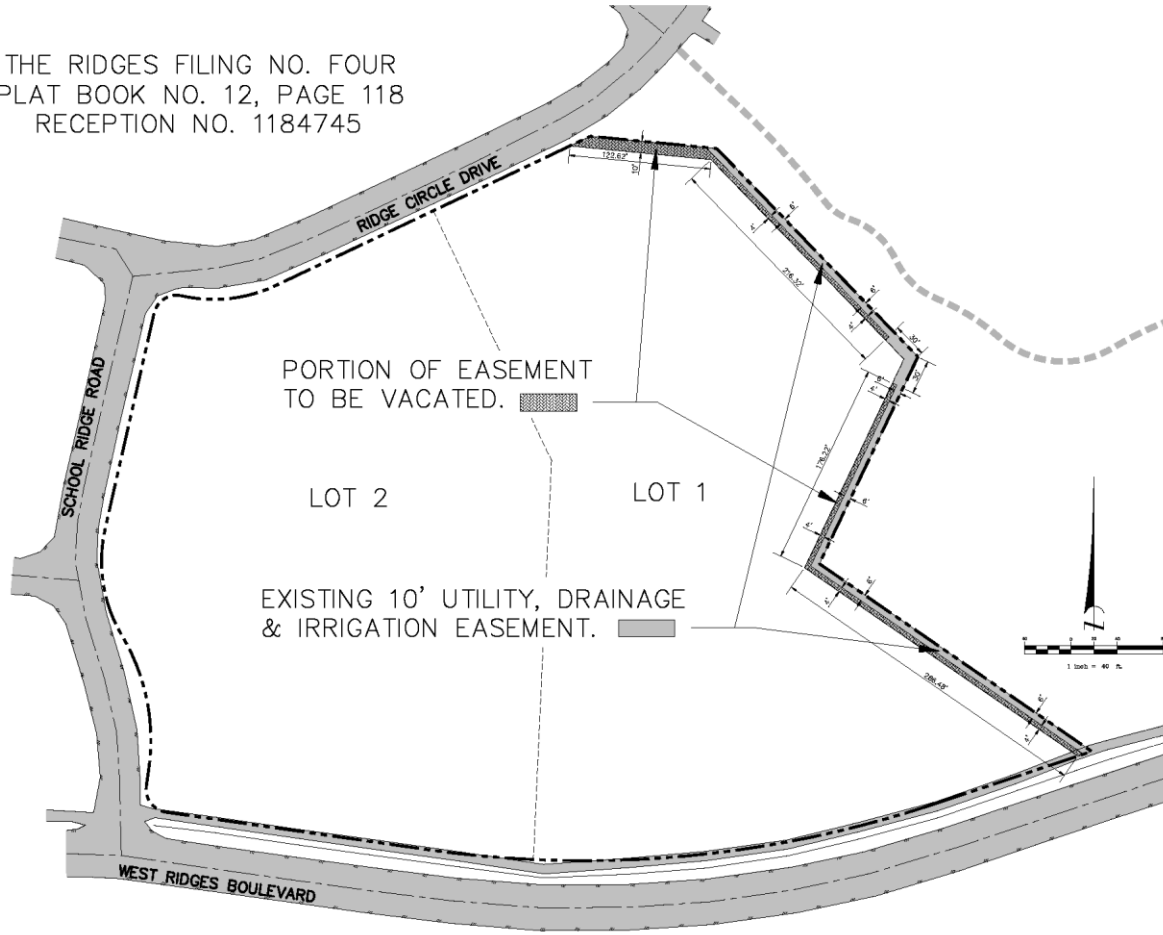
City Clerk
President of Council

Exhibit A

REDLANDS VISTA

UTILITY DRAINAGE & IRRIGATION EASEMENT VACATION EXHIBIT

THE RIDGES FILING NO. FOUR
 PLAT BOOK NO. 12, PAGE 118
 RECEPTION NO. 1184745



LEGEND

EXISTING UTILITIES

- STREET LIGHT
- LIGHT POLE
- ELECTRIC UTILITY
- WATER MANHOLE
- SANITARY SEWER MANHOLE
- WATER VALVE/IRRIGATION VALVE
- FIRE HYDRANT
- WATER METER
- BOX
- IRRIGATION MANHOLE/ IRRIGATION VALVE
- IRRIG. VALVE

LEGEND

- FOUND #5 REBAR W/1" PLASTIC CAP STAMPED PARAGON LS 9860
- ▲ FOUND #5 REBAR REPLACED W/#5 REBAR & 2" ALUMINUM CAP STAMPED D H SURVEY LS 37049
- ✕ SET 2" ALUMINUM CAP STAMPED D H SURVEY LS 37049 ON FOUND #5 REBAR
- SET #5 REBAR W/2" ALUMINUM CAP STAMPED D H SURVEY LS 37048
- ELECTRIC PED./VAULT
- TELEPHONE PED.
- TELEPHONE MANHOLE
- △ CABLE TELEVISION PED.

UTILITIES

- RETAINING WALL
- E — ELECTRIC LINE
- G — GAS LINE
- W — WATER LINE
- S — SEWER LINE
- IRR — IRRIGATION LINE
- LIMITS OF ASPHALT

ABBREVIATIONS

- M/ = WITH
- ATT = ATTACHED
- R-O-W = RIGHT OF WAY
- SAN = SANITARY SEWER
- FL-FL = FLOW LINE TO FLOW LINE
- INV. = INVERT
- MH = MANHOLE
- EXST. = EXISTING
- EA = EDGE OF ASPHALT
- CL = CENTERLINE
- GTV = CABLE TV
- RR = IRRIGATION LINE
- (E) = EXISTING
- (P) = PROPOSED
- PL = PROPERTY LINE
- STA = STATION
- L OR LT = LEFT
- R OR RT = RIGHT

REDLANDS VISTA
 UTILITY, DRG & IRRIG EASEMENT
 EASEMENT VACATION

C 2

SHEET: 1 OF 1

JOB NO. 1013
 DESIGN BY: OLB
 DRAWN BY: OLB
 CHECK BY: OLB
 ISSUE DATE: 06/12/09

REVISIONS: 01)
 1) 6/28/09 OLB
 SHOW EASEMENT TO VACATE
 2.)
 3.)
 4.)

CCE Colorado Civil Engineering, LLC
 1400 S. W. 10th Street, Suite 100
 Englewood, CO 80112
 (303) 751-9778



Attach 14

Public Hearing—Fiesta Guadalajara Rezone, Preliminary Development Plan, and Vacation of Right-of-Way

CITY COUNCIL AGENDA ITEM

Date: August 5, 2009
Author: Senta Costello
Title/ Phone Ext: Senior Planner
1442
Proposed Schedule: August 3,
2009
2nd Reading
(if applicable): August 17, 2009

Subject: Fiesta Guadalajara – Rezone, Preliminary Development Plan, Vacation of right-of-way
File # (if applicable): RZ-2009-037
Presenters Name & Title: Senta L. Costello – Senior Planner

Executive Summary:

Requests for: 1) zone property located at 710 and 748 North Avenue and 705 and 727 Glenwood Avenue to PD (Planned Development) with default zones of C-1(Light Commercial) and R-8 (Residential 8 du/ac), 2) approval of a Preliminary Development Plan, and 3) vacation of the west 7.5’ of the north/south alley located east of North 7th Street and south of Glenwood Avenue.

How this item relates to the draft Comprehensive Plan Goals and Policies:

By providing a broader mix of housing types and commercial development opportunities and incorporating a transition buffer between the proposed and adjacent development, this request meets Goals 5, 7, and 12 of the proposed Comprehensive Plan.

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.

Goal 7: New development adjacent to existing development (of a different density/unit type/land use type) should transition itself by incorporating appropriate buffering.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Action Requested/Recommendation:

Conduct a public hearing and adoption of proposed ordinances.

Board or Committee Recommendation:

The Planning Commission recommended approval of the requested rezone, Preliminary Development Plan and right-of-way vacation to City Council on July 14, 2009 finding

that the rezone to PD with the default zones of C-1 and R-8, approval of the Preliminary Development Plan and approval of the right-of-way vacation, RZ-2009-037 to be consistent with the Goals and Policies of the Growth Plan, and Section 2.12 C.2., Section 2.11 C. and Chapter 5 of the Zoning and Development Code.

Financial Impact/Budget:

N/A

Legal issues:

N/A

Other issues:

None.

Previously presented or discussed:

Introduction and first reading of the Ordinance on August 3, 2009.

Background, Analysis and Options:

See attached staff report.

Attachments:

- Staff Report/Background Information
- Site Location Map/Aerial Photo Map
- Future Land Use Map/Existing City Zoning Map
- Letter from adjacent property owner
- Planned Development Boundary with default boundaries
- Preliminary Development Plan
- Preliminary Landscape Plan
- Preliminary Elevations
- Corridor Example
- PD Zoning Ordinance
- Vacation of Right-Of-Way Ordinance

BACKGROUND INFORMATION				
Location:		710 / 748 North Avenue and 705 / 727 Glenwood Avenue		
Applicants:		Sanchez/Ortiz, LLC – Derrick Draper		
Existing Land Use:		Restaurant, Bar, Residential, Parking		
Proposed Land Use:		Restaurant, Bar, Residential, Parking		
Surrounding Land Use:	North	Office, Residential		
	South	Retail		
	East	Retail, Residential		
	West	Office, Retail		
Existing Zoning:		C-1 (Light Commercial)/R-8 (Residential 8 du/ac)		
Proposed Zoning:		PD (Planned Development)		
Surrounding Zoning:	North	B-1 (Neighborhood Business)/R-8 (Residential 8 du/ac)		
	South	C-1 (Light Commercial)		
	East	C-1 (Light Commercial)/R-8 (Residential 8 du/ac)		
	West	C-1 (Light Commercial)		
Growth Plan Designation:		Commercial / Residential Medium 4-8 du/ac		
Zoning within density range?		X	Yes	No

1. Background

The property is located at the northeast corner of North Avenue and North 7th Street and was platted as part of the Capitol Hill Subdivision in 1898 and replatted as part of the Craig's Subdivision in 1940. The property was annexed into the City of Grand Junction in 1909 as part of the Capitol Hill Addition annexation.

The building located at 710 North Avenue was built in 1978 and has historically been used as a restaurant. The building located at 748 North Avenue was built in 1955 and has been occupied by a variety of uses including a restaurant and bar. The property at 705 Glenwood Avenue is used as a parking lot and a drive-thru coffee kiosk was added in 1998. A single family residence is located at 727 Glenwood Avenue and was built in 1943.

Current use of the property includes a restaurant, bar, coffee kiosk, one single family house and parking.

The property owner had originally proposed to demolish the existing restaurant building and rebuild a similar structure on the site. Recognizing the importance of this

prominent intersection along the North Avenue corridor, staff offered the assistance of the Neighborhood Services program to look at other redevelopment options. We worked closely with the owner on a site design that integrated a mix of uses, including the restaurant with second level meeting rooms and offices, the adjoining bar/restaurant use and three residential units.

The Applicant is proposing that the properties be rezoned to a PD (Planned Development) with default zones of C-1 (Light Commercial) and R-8 (Residential 8 du/ac). Section 3.3.G and 3.4.D of the Zoning and Development Code ("Code") states that the purpose of the R-8 and C-1 zone districts are respectively:

"To provide for medium-high density attached and detached dwellings, duplexes, two-family dwelling, stacked dwelling, and multi-family units. R-8 is a transitional zone district between lower density single family districts and higher density multifamily or business development. A mix of dwelling types is allowed in this district."

and

"To provide indoor retail, service and office uses requiring direct or indirect arterial street access, and business and commercial development along arterials. The C-1 zone district should accommodate well-designed development on sites that provide excellent transportation access, make the most efficient use of existing infrastructure and provide for orderly transitions and buffers between uses."

In conjunction with the proposed rezone, the applicant is also requesting to vacate a 7.5 foot section of the north/south alley which is interior to the project boundaries. The portion of the alley requesting to be vacated was dedicated in 1980 for alley and utility purposes. The 7.5 feet of additional alley right-of-way was never constructed, is not needed for the alley to function and contains no utilities.

The applicant proposes to demolish the existing restaurant building and remodel the existing bar building for use as a temporary location while a new restaurant is constructed. Once the new restaurant building is completed, the bar building will be returned to a bar use. The existing single family home will be removed and a new 3 unit residential building constructed.

Uses and Development Character

Multifamily residential and commercial uses will be constructed on the 1.422 acre site which is composed of 4 parcels.

Unified development of the site is proposed with similar architectural styles and themes across the 1.422 acres including common landscape and streetscape features. The existing bar building located on the eastern boundary of the site is southwest style architecture and will remain on the property. The new restaurant building will also be constructed with the southwest architecture theme (see attached elevations). The

residential units will maintain the residential character of the surrounding neighborhood. Shared parking is proposed with uses that have offset peak hours for parking needs (i.e. the restaurant peak hours are lunch and dinner hours and the bar peak hours are late evening and nighttime hours). Adequate parking will be provided at peak business hours for each use.

Density

The maximum density for the area of the site with a default zone of C-1 is 24 du/ac. On the portion of the site with a default zone of R-8, a maximum density of three dwelling units is allowed. The entire Planned Development (PD) requires at least three dwelling units. The proposed development has a total of three dwelling units on the R-8 portion of the site, with no dwelling units on the C-1 portion; however, the area could be re-developed in the future to include up to 31 additional dwelling units. A maximum of 34 and a minimum of 3 dwelling units could be developed within the Planned Development.

Access

Access to the site will be from a single entrance on North Avenue, along the east/west alley north of the site, and a new access along Glenwood Avenue. The existing driveway located on North 7th Street will be removed (see attached Preliminary Development Plan).

Signage

Freestanding signage along North Avenue, North 7th Street, and Glenwood Avenue will be limited to one monument sign per street frontage per parcel and limited to 10 feet in height. A sign package will be submitted as part of the Final Development Plan for all signage within the Planned Development and will meet all requirements of the Zoning and Development Code.

Community Benefit

The proposed development combines multifamily residential dwelling units and commercial uses within the 1.422 acre site. Internal traffic and pedestrian circulation and concentrated development create more efficient use of street and related infrastructure. The mix of residential and commercial uses share parking on the site with pedestrian connections between the parking lot and the residential units, lowering the overall parking requirement. The driveway located on North 7th Street will be eliminated, improving circulation on North 7th Street. Additional residential dwelling units near North Avenue, Mesa State College and the commercial center of Grand Junction are needed and development of these may tend to reduce overall traffic and driving distances to essential services. The proposed development will provide three residential units and incorporates an innovative design that pulls the building up to the

street and puts a majority of the parking behind the building. This creates a relationship and equity of scale between pedestrians and the building itself.

A southwestern architectural theme will be incorporated throughout the development (see attached elevations) and the streetscape will further tie the site together (see attached Preliminary Landscape Plan and Corridor Example), creating a look similar to what is encouraged by the North Avenue Corridor Plan which affects properties just to the east of this site. The proposed development incorporates approximately 90% more landscaping (trees and shrubs) throughout the site than is required by the Zoning and Development Code.

Based on the foregoing, the Director has determined that substantial community benefits as outlined in Chapter 5 will be derived with this project. These benefits are:

- a. More effective infrastructure;
- b. Reduced traffic demands;
- c. Innovative designs
 - i. Including increased landscaping.
 - ii. Street interactive buildings located at the front property line

Phasing Schedule

The Final Plan shall be submitted within 2 years after this approval.

Default Zoning/Deviations

The Applicant is proposing default zones of C-1 and R-8, which are consistent with the Growth Plan designations of Commercial and Residential Medium 4-8 du/ac. There are no proposed deviations for the R-8 zone district. The proposed C-1 deviations are the front setbacks and use.

The Planning Commission may recommend and the City Council may deviate from the default district standards if the Applicant has provided community amenity from the list under Section 5.4.G.5 "Other Amenities" of the Code. The applicant is providing:

- a. A varied streetscape which incorporates hardscape (i.e. decorative concrete, pavers, trees in tree wells, planters, street furniture, etc) and traditional street frontage (trees, shrubs, and groundcover within planting beds) landscaping improvements. Overall, the site incorporates approximately 90% more landscaping throughout the site than is required by the Zoning and Development Code.
- b. Incorporates an innovative design that pulls the building up to the street and puts a majority of the parking behind the building, creating relationship and equity of scale between pedestrians and the building itself.
- c. Needed housing in the Mesa State College neighborhood;

- d. Redevelopment of an existing older site which is non-conforming by current Zoning Code standards for landscaping and circulation;
- e. While outside the boundaries of the North Avenue Plan, the project implements many of the design elements of the Plan such as:
 - i. Encouraging mixed uses including residential and multifamily;
 - ii. Allows for an improved streetscape which could include (see attached Corridor Example): colored/stamped/aggregated sidewalk treatments, pavers, planters, greater visibility of storefronts with the buildings being closer to the street, clear and safe pedestrian connections by directing pedestrian traffic along sidewalks through use of the streetscape.
 - iii. Parking lots adjacent to streets should have a defined curb cut entrance, added sidewalks and additional plantings to define parking lot circulation and enhance way finding. Additionally, planting islands within these expanses of asphalt will allow for a reduction in the urban heat islands typically found in large parking lots.
 - iv. Signage along North Avenue will be improved by eliminating pole mounted signs and replacing them with ground mounted monument signs.

C-1 and R-8 bulk standards deviations -

No setback deviations are proposed to the R-8 bulk standards.

Required/Proposed commercial setbacks (principal structures/accessory structures)

	Required	Proposed
Front yard setback:	15'/25'	0'/25'
Side yard setback:	0'/0'	0'/0'
Rear yard setback:	10'/10'	10'/10'

Use deviations -

- a. Bar / Nightclub and Drive-thru coffee kiosk – bar/nightclub and/or drive-thru coffee kiosk applications shall be reviewed for compatibility by the Director, rather than Planning Commission, using the Conditional Use Permit criteria established by the Zoning and Development Code. Compatibility shall be determined by the Director, who may then approve or deny or approve with conditions the applications for such uses.

2. Section 2.12.C.2. of the Zoning and Development Code.

A preliminary development plan application shall demonstrate conformance with all of the following:

- A. The Outline Development Plan review criteria in Section 2.12.B of the Zoning and Development Code;

- 1) The Growth Plan, Grand Valley Circulation Plan and other adopted plans and policies.

The proposed development implements the following Goals and Policies of the Growth Plan:

Goal 1: To achieve a balance of open space, agricultural, residential and non-residential land use opportunities that reflects the residents' respect for the natural environment, the integrity of the community's neighborhoods, the economic needs of the residents and business owners, the rights of private property owners and the needs of the urbanizing community as a whole.

Policy 1.4: The City and County may allow residential dwelling types (e.g., patio homes, duplex, multi-family and other dwelling types) other than those specifically listed for each residential category through the use of planned development regulations that ensure compatibility with adjacent development. Gross density within a project should not exceed planned densities except as provided in Policy 1.5. Clustering of dwellings on a portion of a site should be encouraged so that the remainder of the site is reserved for usable open space or agricultural land.

Policy 1.5: The City and County may allow maximum residential densities to exceed those specified in Exhibit V.2 (Future Land Use Categories, Page 15) by up to twenty (20) percent through the use of planned development or clustering regulations that result in specific community benefits, if adequate public facilities can be provided and the proposed development will be compatible with adjacent development. (Specific community benefits may include: compatible infill, affordable housing, community parks, trails, open space.)

Policy 1.7: The City and County will use zoning to establish the appropriate scale, type, location and intensity for development. Development standards should ensure that proposed residential and non-residential development is compatible with the planned development of adjacent property.

Goal 5: To ensure that urban growth and development make efficient use of investments in streets, utilities and other public facilities.

Policy 5.2: The City and County will encourage development that uses existing facilities and is compatible with existing development.

Goal 11: To promote stable neighborhoods and land use compatibility throughout the community.

Policy 11.1: The City and County will promote compatibility between adjacent land uses by addressing traffic, noise, lighting, height/bulk differences, and other sources of incompatibility through the use of physical separation, buffering, screening and other techniques.

Goal 13: To enhance the aesthetic appeal and appearance of the community's built environment.

Policy 13.2: The City and County will enhance the quality of development along key arterial street corridors. The Urban Area Plan will prevail when corridor plans, adopted prior to 1996, are inconsistent with this plan.

Policy 13.4: The community's streets and walkways will be planned, built, and maintained as attractive public spaces.

Policy 13.8: The City and County will encourage building and landscape designs which enhance the visual appeal of individual projects and the community as a whole. Design guidelines should provide flexibility while promoting aesthetics, traffic safety and land use compatibility.

Goal 28: The City of Grand Junction is committed to taking an active role in the facilitation and promotion of infill and redevelopment within the urban growth area of the City.

Policy 28.3: The City's elected officials and leadership will consistently advocate and promote the planning, fiscal, and quality of life advantages and benefits achievable through infill and redevelopment.

The proposed development is in conformance with the Grand Valley Circulation Plan. There are no other applicable plans for this property.

- 2) The rezoning criteria provided in Section 2.6 A. of the Zoning and Development Code.
 - a. The existing zoning was in error at the time of adoption.

The current zoning of the properties are in conformance with the Future Land Use Map and the existing uses are allowed within the zone districts. The existing zone districts were not in error and are still in conformance; however through the use of a Planned Development, community benefit will be derived including an innovative design on a prominent corner and increased landscaping.

- b. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, redevelopment, etc.

Redevelopment of this property and other properties is an emerging growth trend along North Avenue and approval of the PD zone would allow this site to redevelop.

- c. The proposed rezone is compatible with the neighborhood, conforms to and furthers the goals and policies of the

Growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations;

The proposed PD, with default zones of C-1 and R-8, is compatible with the surrounding area and furthers the goals and policies of the Growth Plan.

- d. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;

Adequate public facilities are currently available and in use by the existing businesses on the site. The proposed redevelopment of the property will be utilizing the existing facilities and will not create greater demand.

- e. The supply of comparably zoned land in the surrounding area is inadequate to accommodate the community's needs; and

There is an inadequate supply of zoning which allows for street interactive buildings which create a higher quality pedestrian experience with streetscape improvements such as: colored/stamped/aggregated sidewalk treatments, pavers, planters and buildings with a relationship to pedestrians and the street. The proposed planned development will make those improvements. The attached "Corridor example" is a graphic example of what the type of streetscape that can only occur under a PD zone.

- f. The community will benefit from the proposed zone.

The project will provide the following community benefits:

- More effective infrastructure;
 - Reduced traffic demands;
 - Innovative designs
 - Including increased landscaping.
 - Street interactive buildings located at the front property line
- 3) The planned development requirements of Chapter Five of the Zoning and Development Code.
 - a. Setback standards – Principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that:
 - i. Buildings can be safely designed and that the design is compatible with lesser setbacks. Compatibility shall be evaluated under the Uniform Fire Code and any other applicable life, health or safety codes;

The front yard setback is reduced to 0' for the C-1 default zone area of the Planned Development. The only potential safety issue would be the site triangle. Due to the corner of the building being angled and the location of the building on the northeast corner, there is not a safety issue with the reduced setback as identified on the submitted Preliminary Development Plan;

- b. Open Space – All residential planned developments shall comply with the minimum open space standards established in Chapter Six or the open space requirements of the default zone, whichever is greater.

The R-8 default zone area will provide the required 600 square feet per unit of public or private outdoor living space and will be reviewed with the Final Development Plan.

- c. Fencing/Screening – Planned developments shall provide uniform perimeter fencing in accordance with Chapter Six.

Exhibit 6.5.C – Buffering between Zoning Districts requires an 8' landscape strip and a wall between and R-8 zone district and a C-1 zone district. It also allows for increased landscaping in lieu of these requirements if there is an intervening alley. The site does have an alley separating the R-8 default zoning area and the neighborhood R-8 zoned properties from the C-1 default zoning area and additional landscaping will be provided to create the required buffer.

- d. Compatibility – Nonresidential design and construction shall be compatible with adjacent residential development

The proposed building is similar in scale to the existing commercial buildings in the area. The adjacent residential neighborhood will be buffered by the proposed residential units on the northeastern portion of the development and additional landscaping along the northern property line between the bar site and the neighborhood.

- e. Landscaping – Landscaping shall meet or exceed the requirements of Chapter Six of this Code.

The development does propose variations to traditional landscaping by including a hardscape type of street treatment along North Avenue; however, the projects trees and shrubs exceed the requirements of the Code by approximately 90%.

- f. Parking – Off-street parking shall be provided in accordance with Chapter Six of this Code.

The development utilizes shared parking between the proposed uses with differing peak hours and will meet the requirements of the Code.

- g. Street Development Standards – Streets, alleys and easements shall be designed and constructed in accordance with TEDS and Chapter Six of this Code.

The development will dedicate an additional 5' of right-of-way along North Avenue to accommodate a future right turn lane. All other adjacent rights-of-way are existing and meet Zoning and Development Code and TEDS standards.

- 4) The applicable corridor guidelines and other overlay districts in Chapter Seven.

The project site does not have any applicable corridor guidelines or overlay district that require compliance. However, while the property is located approximately 1/2 mile west of the western boundary of the North Avenue Corridor Plan area, the project implements many of the Goals of the North Avenue Plan including:

- Encouraging mixed uses including residential and multifamily;
- Allows for an improved streetscape which could include (see attached “Corridor example”: colored/stamped/aggregated sidewalk treatments, pavers, trees in tree wells, planters and street furniture, greater visibility of storefronts with the buildings being closer to the street, clear and safe pedestrian connections by directing pedestrian traffic along sidewalks with through use of the streetscape.
- Parking lots adjacent to streets should have a defined curb cut entrance, added sidewalks and additional plantings to define parking lot circulation and enhance way finding. Additionally, planting islands within these expanses of asphalt will allow for a reduction in the urban heat islands typically found in large parking lots.
- Signage along North Avenue will be improved by minimizing pole mounted signs and replacing them with ground mounted monument signs.

- 5) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.

Adequate public facilities are currently available and in use by the existing businesses on the site. The proposed redevelopment of the property will be utilizing the existing facilities in a similar manner.

- 6) Adequate circulation and access shall be provided to serve all development pods/areas to be developed.

Better circulation and access will be provided with the redevelopment of the site. The access along North 7th Street will be removed and relocated to the Glenwood Avenue street frontage. An additional 5' of right-of-way will be provided along the North Avenue frontage to accommodate a future right-turn lane.

- 7) Appropriate screening and buffering of adjacent property and uses shall be provided.

Buffering between Zoning Districts requires an 8' landscape strip and a wall between and R-8 zone district and a C-1 zone district. It also allows for increased landscaping in lieu of these requirements if there is an intervening alley. The site does have an alley separating the R-8 default zoning area and the neighborhood R-8 zoned properties from the C-1 default zoning area and additional landscaping will be provided to create the required buffer.

- 8) An appropriate range of density for the entire property or for each development pod/area to be developed.

A minimum of 3 residential units will be developed as a part of this project. The PD allows for more dwelling units to be developed in the future on the C-1 default zone area of the site (up to 31 additional dwelling units). Presently the C-1 default zone area of the site is dedicated to commercial use.

- 9) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed.

The Applicant has proposed default zones of C-1 and R-8 with the requested deviations that are established in the attached Ordinance.

- 10) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.

The development shall be in accordance with the Code, unless a different phasing/development schedule is approved. The Final Plan shall be submitted within 2 years after this approval.

- 11) The property is at least twenty (20) acres in size.

Not applicable – as this is a request of a Preliminary Development Plan and an Outline Development Plan. The Preliminary Development Plan criterion calls for a minimum of 5 acres for a Planned Development. Please see "g" below.

B. The applicable preliminary subdivision plan criteria in Section 2.8.B;

Not applicable – A preliminary subdivision plan is not needed or required for the proposed development.

C. The applicable site plan review criteria in Section 2.2.D.4;

The Final Development Plan shall be submitted for review and the attached preliminary plan shows that all criteria of Section 2.2.D.4 can be met.

D. The approved ODP, if applicable;

There is not an approved ODP for this proposal.

- E. The approved PD rezoning ordinance, if adopted with an ODP;

There is not an approved ODP for this proposal.

- F. An appropriate, specific density for all areas included in the preliminary plan approval;

The specific density shall be as follows:

The maximum density for the area of the site with an default C-1 zone district is 24 du/ac. On the portion of the site with an default zone of R-8 the maximum density is three dwelling units. The entire Planned Development (PD) requires at least three dwelling units. The proposed development has a total of three dwelling units on the R-8 portion of the site, with no dwelling units on the C-1 portion; however, the area could be re-developed in the future to include up to 31 dwelling units. A total of 34 dwelling units could be developed within the Planned Development.

- G. The area of the plan is at least five (5) acres in size or as specified in an applicable approved ODP.

The property is less than 5 acres in size; however,

- the proposed development with street interactive buildings and a higher quality pedestrian experience cannot be developed under conventional zoning and still achieve the desired community benefits,
- is adequately buffered from adjacent residential properties by use of existing buildings to remain, the proposed residential site and increased landscaping,
- mitigates adverse impacts to adjacent properties through the placement of buildings, landscaping and uses,
- Is consistent with the goals and policies of the Growth Plan as previously stated in the staff report.

3. Consistency with Chapter 5 of the Zoning and Development Code

In addition to the questions asked by Zoning and Development Code Sections 2.6 and 2.12, the petitioner must identify what public benefits arise from zoning the property to PD as required by Chapter 5 of the Zoning and Development Code. Below are the public benefits as identified by the petitioner:

- a. More effective infrastructure;
- b. Reduced traffic demands;
- c. Innovative designs
 - i. Including increased landscaping.
 - ii. Street interactive buildings located at the front property line

Staff agrees that the benefits as described by the petitioner are public benefits achieved with the proposed project.

4. Section 2.11 C. of the Zoning and Development Code

The vacation of the right-of-way shall conform to the following:

- A. The Growth Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

The right-of-way vacation request are in conformance the Growth Plan, Grand Valley Circulation Plan, and all other adopted plans and policies of the City.

- B. No parcel shall be landlocked as a result of the vacation.

No parcels will be landlocked as a result of vacation of the west 7.5' of the north/south alley.

- C. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

Access to adjoining properties will not change as a result of the vacation of the western 7.5' of the north/south alley. This portion of the alley was never constructed for alley purposes and the remainder of the alley will remain as it currently exists.

- D. 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); there are no utilities within the 7.5' of alley proposed for vacation.

There will not be adverse impacts on the health, safety, and/or welfare of the community and the quality of public facilities and services will be maintained if the vacation of the west 7.5' of the north/south alley is approved.

- E. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code.

Adequate public facilities and services will be maintained through the existing infrastructure.

- F. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

The proposed vacation will reduce maintenance requirements of the western 7.5' of the north/south alley while providing/maintaining traffic circulation.

Site Location Map

Figure 1



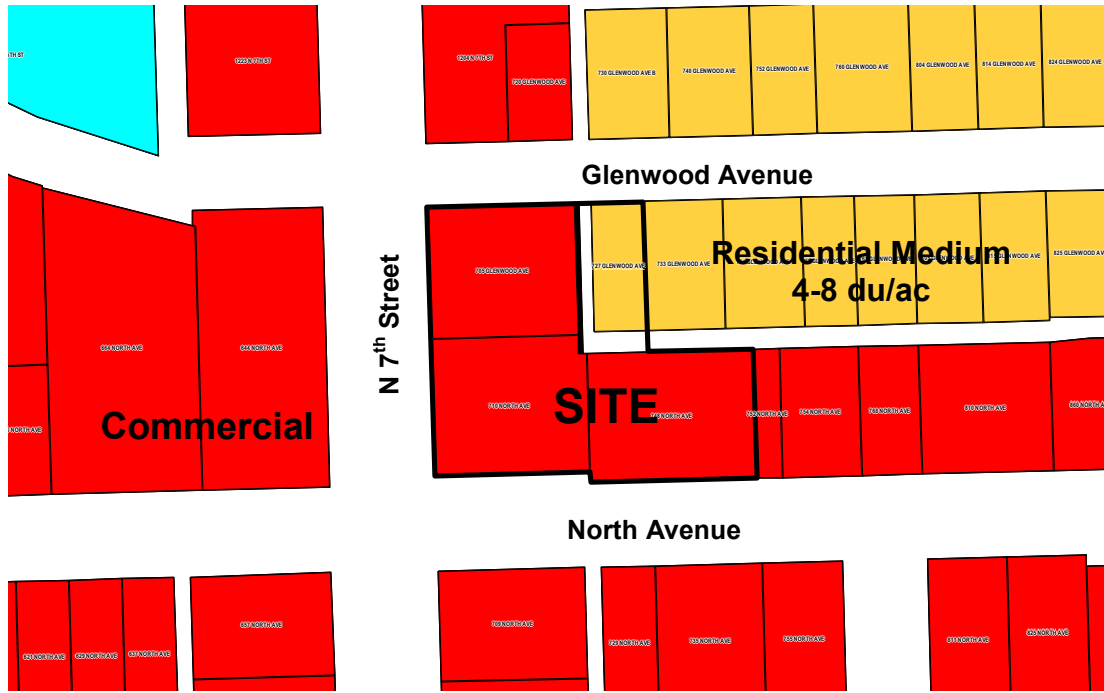
Aerial Photo Map

Figure 2



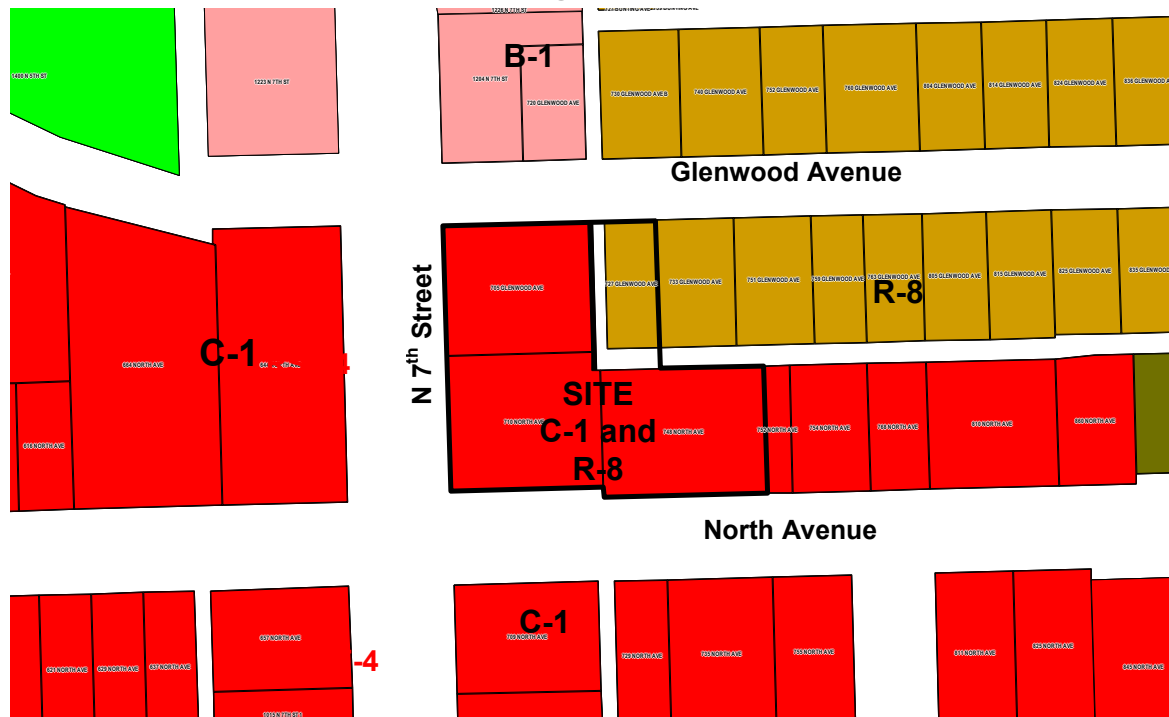
Future Land Use Map

Figure 3



Existing City Zoning Map

Figure 4



Senta:

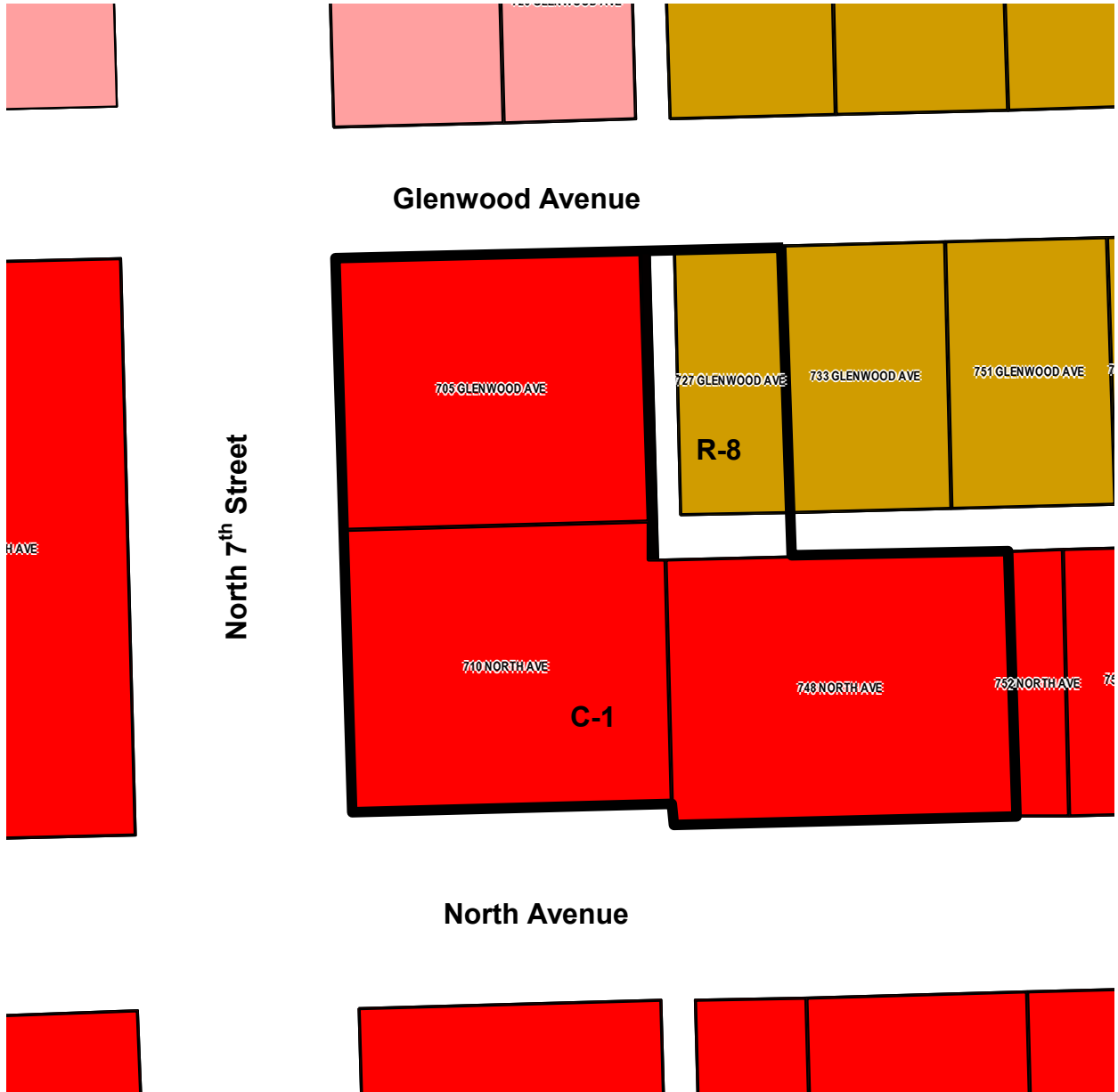
This letter is regarding the Fiesta Guadalajara expansion. As you may know we own the property at 733 Glenwood Avenue and it is the immediate property adjoining this proposed expansion. While we do not oppose the expansion and plans we would ask that through landscaping or planning that a buffer is planned between this project and our property. In the past we have been impacted by the noise and traffic and trash to the point where it was difficult on some nights to get a full nights sleep. In addition, we had people urinating on our fence, driveway and at times they would trespass onto the property.

Again, we do not oppose this project but would like to protect our privacy through careful landscaping planning and parking. We will try to be at this meeting on Tuesday but may be able to attend because of a conflict in the schedule.

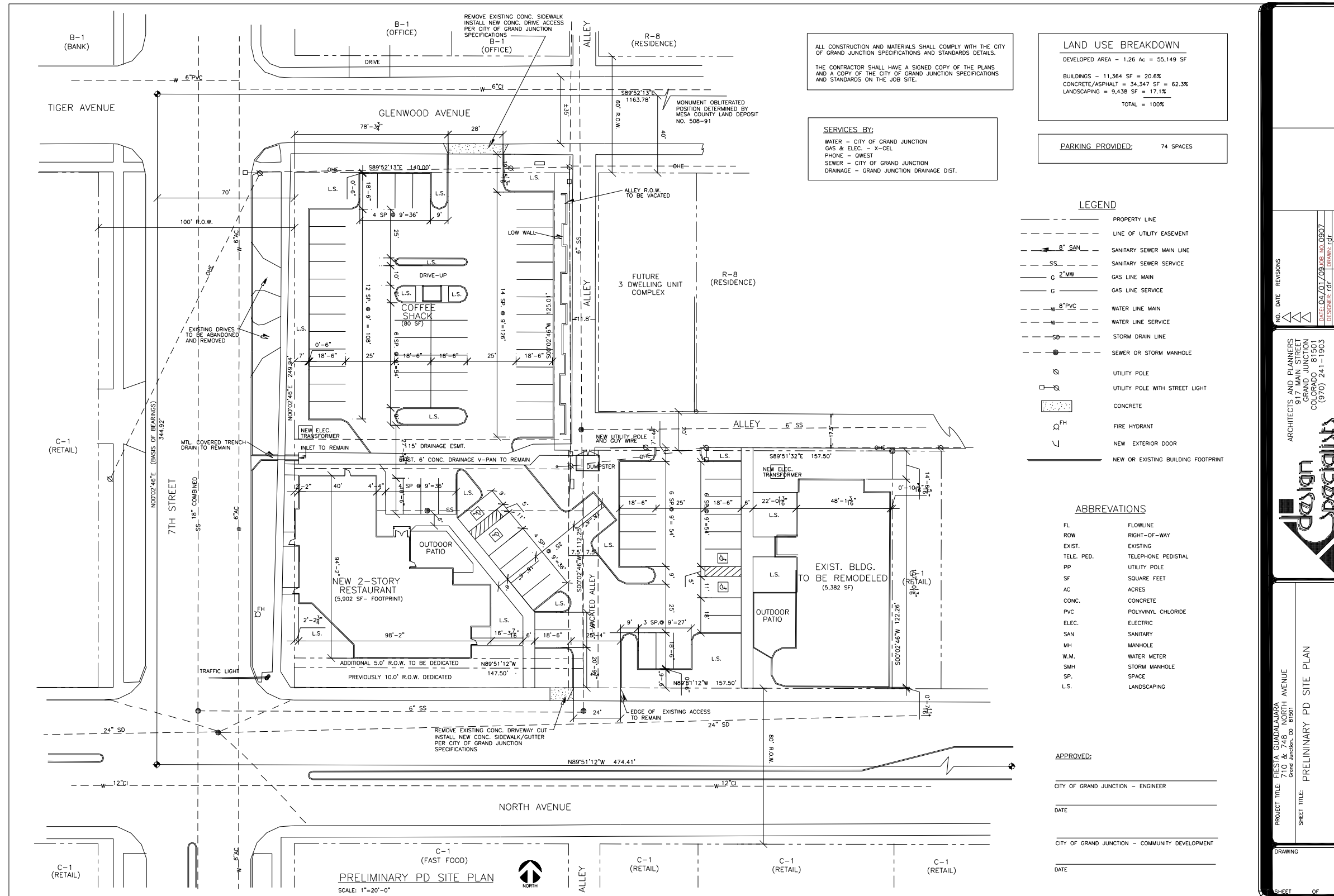
Sincerely;

Brendon Gallegos
Glen Gallegos

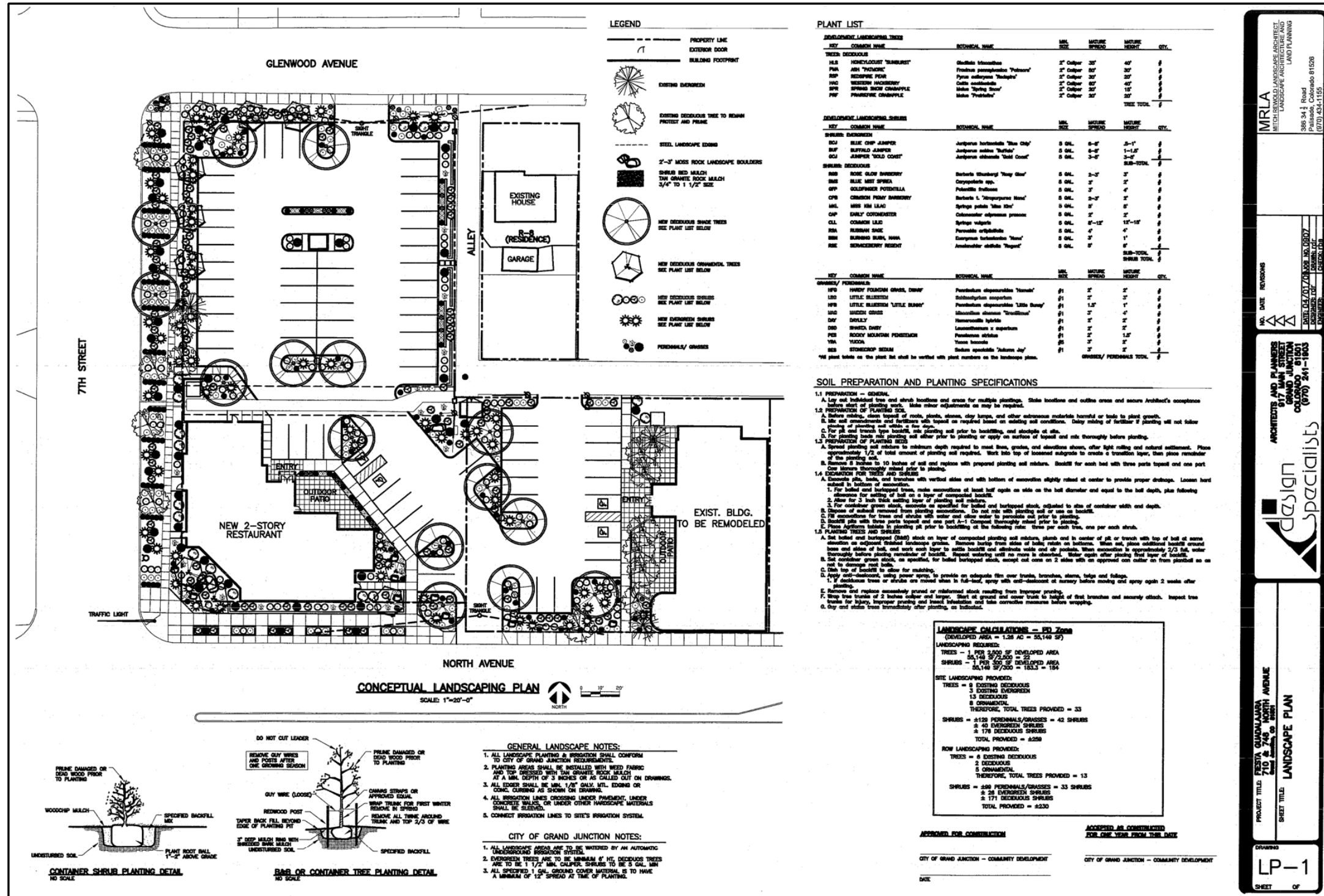
Planned Development Boundary



Preliminary Development Plan



Preliminary Landscape Plan



LEGEND

- PROPERTY LINE
- EXTERIOR DOOR
- BUILDING FOOTPRINT
- EXISTING SHRUBS
- EXISTING DECIDUOUS TREE TO REMAIN PROTECT AND PRUNE
- STEEL LANDSCAPE EDGING
- 2'-3" MOSS ROCK LANDSCAPE BOULDERS
- SHRUB BED MALCH 2" GRANITE ROCK MALCH 3/4" TO 1 1/2" SIZE
- NEW DECIDUOUS SHADE TREES SEE PLANT LIST BELOW
- NEW DECIDUOUS ORNAMENTAL TREES SEE PLANT LIST BELOW
- NEW DECIDUOUS SHRUBS SEE PLANT LIST BELOW
- NEW EVERGREEN SHRUBS SEE PLANT LIST BELOW
- PERENNIALS/ GRASSES

PLANT LIST

KEY	COMMON NAME	BOTANICAL NAME	MIN. SIZE	MATURE SPREAD	MATURE HEIGHT	QTY.
DEVELOPMENT LANDSCAPE TREES						
TREES DECIDUOUS						
1A8	HONEYLOCUST 'SUNBURST'	Gleditsia triacanthos	2" Caliper	30'	40'	8
1F8A	ASH 'THUNDER'	Fraxinus pennsylvanica 'Pendula'	2" Caliper	30'	30'	8
1F8P	REDFRUIT PLUM	Prunus adamsii 'Redcap'	2" Caliper	30'	30'	8
1A4	WESTERN HONEYLOCUST	Gleditsia triacanthos	2" Caliper	30'	40'	8
1F8	SPRING BLOSSOM CHERRY	Malus 'Spring Snow'	2" Caliper	30'	30'	8
1F8P	PRINCEWINE CHERRY	Malus 'Princess'	2" Caliper	30'	30'	8
	TREE TOTAL					64
DEVELOPMENT LANDSCAPE SHRUBS						
SHRUBS EVERGREEN						
1G1	BLUE CHIP JASMINE	Jasminum horizontalis 'Blue Chip'	6 GAL.	6-8"	3-4'	8
1F1	BUFFALO JASMINE	Jasminum nuttallii 'Buffalo'	6 GAL.	6-8"	1-1.5'	8
1G1	JASMINE 'OLD GOLD'	Jasminum officinale 'Old Gold'	6 GAL.	3-5"	2-3'	8
	SHRUBS DECIDUOUS					
1B8	ROSE OLIVE SHRUB	Shrubs 'Shrubby Rose Olive'	6 GAL.	2-3"	3'	8
1B8	BLUE BERRY SHRUB	Coronilla sp.	6 GAL.	3"	2'	8
1F1	GOLDENRICE FORTISSELLA	Persea fortisella	6 GAL.	3"	4'	8
1F8	COMMON PRUNE SHRUB	Prunella 'Common Prune'	6 GAL.	2-3"	2'	8
1A1	MAE BEE LILAC	Syringa 'Mae Bee'	6 GAL.	3"	5'	8
1A1	EARLY CORONILLA	Coronilla alba 'Early'	6 GAL.	3"	2'	8
1A1	COMMON LILAC	Syringa vulgaris	6 GAL.	3-12"	12'-15'	8
1A1	BURNING BUSH	Euonyma alatum	6 GAL.	3"	4'	8
1B8	BURNING BUSH, MAE	Euonyma alatum 'Mae'	6 GAL.	3"	1'	8
1B8	SPRING BLOSSOM	Malus 'Spring Blossom'	6 GAL.	3"	3'	8
	SHRUB TOTAL					80
SHRUBS/ PERENNIALS TOTAL						
						88

SOIL PREPARATION AND PLANTING SPECIFICATIONS

1.1 PREPARATION - GENERAL

1.2 PREPARATION OF PLANTING BEDS

1.3 PREPARATION OF PLANTING BEDS

1.4 LOCATION FOR TREES AND SHRUBS

1.5 PLANTING TREES AND SHRUBS

LANDSCAPE CALCULATIONS - PD Zone

DEVELOPED AREA = 1.28 AC = 55,148 SF

LANDSCAPING REQUIRED:

- TREES - 1 PER 5,000 SF DEVELOPED AREA = 11 TREES
- SHRUBS - 1 PER 500 SF DEVELOPED AREA = 110 SHRUBS

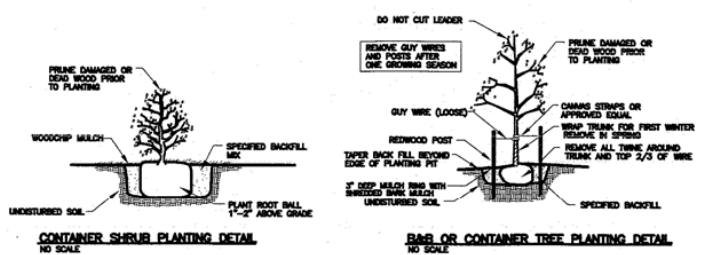
LANDSCAPING PROVIDED:

- TREES = 8 EXISTING DECIDUOUS
- 13 DECIDUOUS
- 8 ORNAMENTAL
- THEREFORE, TOTAL TREES PROVIDED = 33

SHRUBS = 42 SHRUBS/GRASSES = 42 SHRUBS

240 SHRUBS/GRASSES = 240 SHRUBS

TOTAL PROVIDED = 420



GENERAL LANDSCAPE NOTES:

- ALL LANDSCAPE PLANTING & IRRIGATION SHALL CONFORM TO CITY OF GRAND JUNCTION REQUIREMENTS.
- PLANTING AREAS SHALL BE INSTALLED WITH WEED FABRIC AND TOP DRESSED WITH 2" GRANITE ROCK MALCH AT A MIN. DEPTH OF 3 INCHES OR AS CALLED OUT ON DRAWINGS.
- ALL EDGES SHALL BE MIN. 1/2" GULCH MIN. EDGING OR CONC. CURBING AS SHOWN ON DRAWING.
- ALL IRRIGATION LINES CROSSING UNDER PAVEMENT, UNDER CONCRETE WALKS, OR UNDER OTHER LANDSCAPE MATERIALS SHALL BE SLEEVED.
- CONNECT IRRIGATION LINES TO SITE'S IRRIGATION SYSTEM.

CITY OF GRAND JUNCTION NOTES:

- ALL LANDSCAPE AREAS ARE TO BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- EVERGREEN TREES ARE TO BE MINIMUM 8" HT. DECIDUOUS TREES ARE TO BE 1 1/2" DIA. CALIPER. SHRUBS TO BE 3 GAL. MIN.
- ALL SPECIFIED 1 GAL. GROUND COVER MATERIAL IS TO HAVE A MINIMUM OF 12" SPREAD AT TIME OF PLANTING.

MRLA
 METCALEREMOVAL LANDSCAPE ARCHITECTS
 LANDSCAPE PLANNING
 LAND PLANNING
 588 24 1/2 Road
 Palisade, Colorado 81228
 (970) 454-1155

ARCHITECTS AND PLANNERS
 814 W. MAIN STREET
 GRAND JUNCTION
 COLORADO 81501
 (970) 241-1800

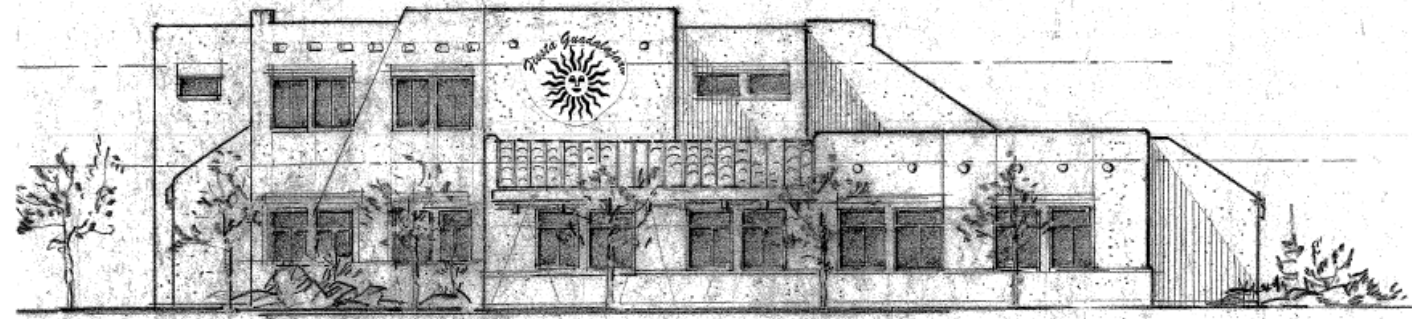
design
Specialists

PROJECT TITLE: FESTA GUADALUPE
 710 & 740 NORTH AVENUE
 GRAND JUNCTION, CO. 81501

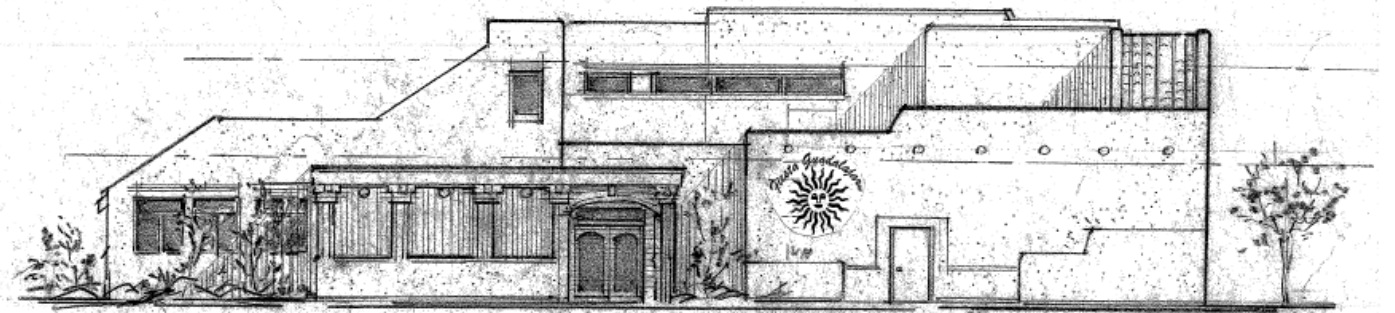
SHEET TITLE: LANDSCAPE PLAN

DRAWING
LP-1
 SHEET OF

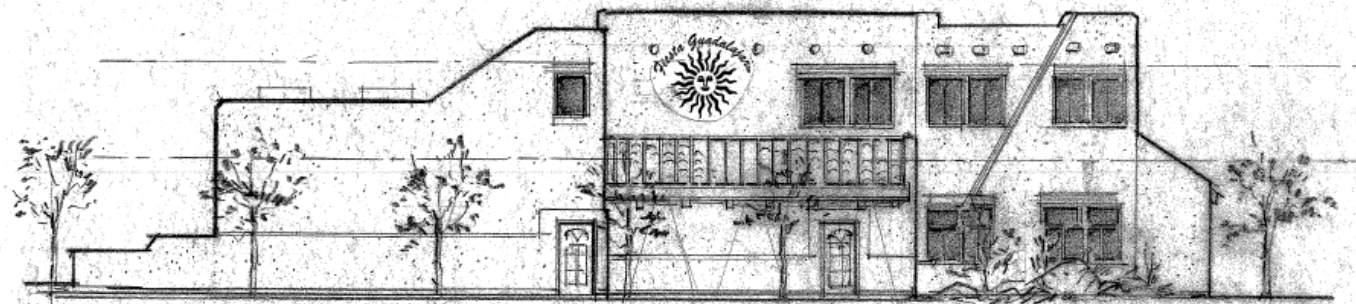
Elevations



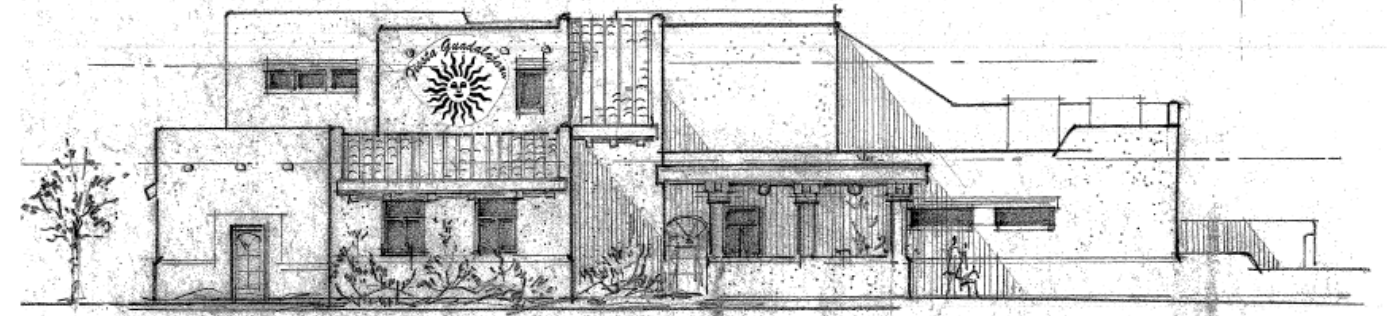
• SOUTH ELEVATION / NORTH AVENUE SIDE •



• NORTH ELEVATION / MAIN ENTRY

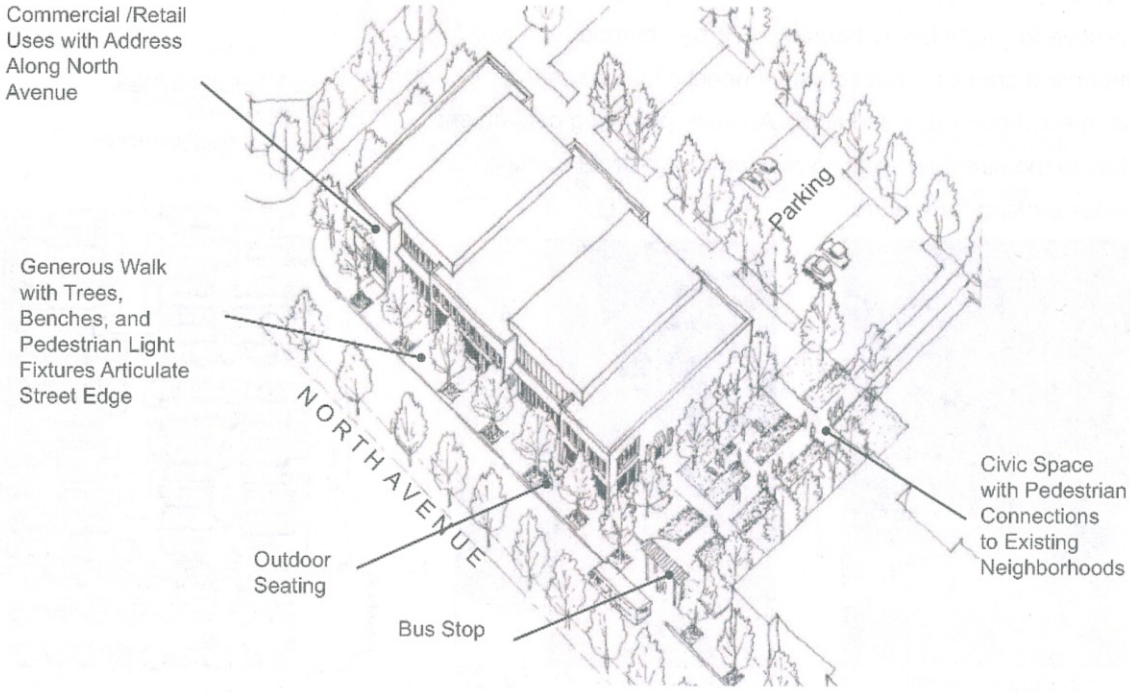
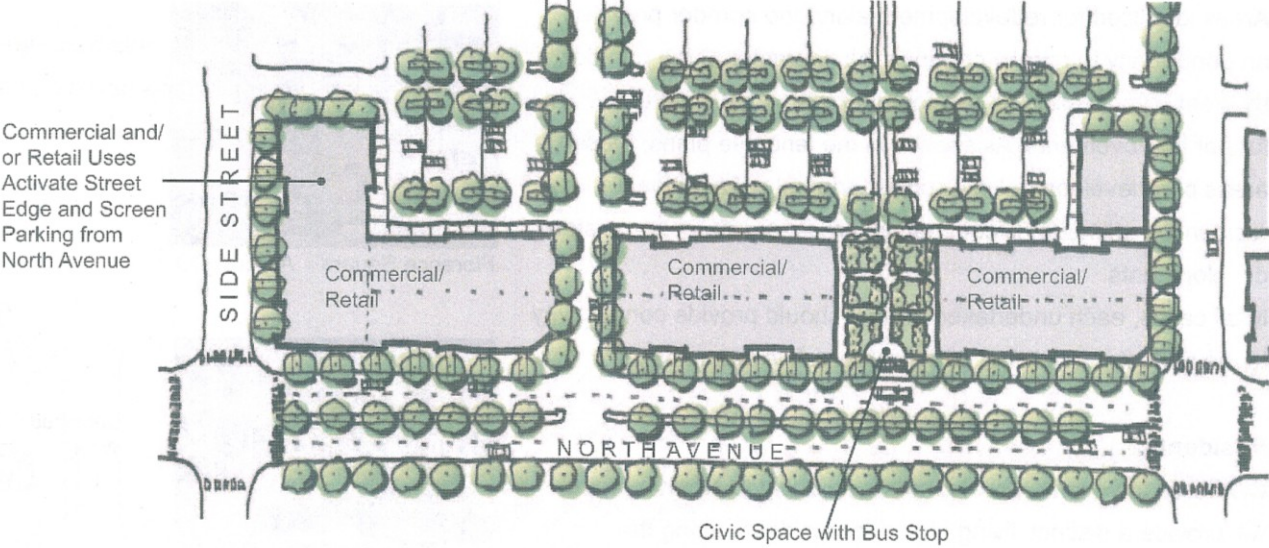


• WEST ELEVATION / 7th STREET SIDE •



• EAST ELEVATION •

Corridor example



North Avenue Corridor Plan

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING PROPERTY KNOWN AS THE FIESTA GUADALAJARA REZONE, LOCATED AT 710 AND 748 NORTH AVENUE AND 705 AND 727 GLENWOOD AVENUE TO A PD (PLANNED DEVELOPMENT) ZONE

Recitals:

A request to zone 1.422 acres to PD (Planned Development) with default C-1 (Light Commercial) and R-8 (Residential 8 du/ac) zone districts has been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance establishes the standards and default zoning for the property referenced herein.

In public hearings, the Planning Commission and City Council reviewed the request for a rezone of the property to Planned Development and determined that the request satisfied the applicable criteria of the Code, that it is consistent with the purpose and intent of the Growth Plan, and that it achieves long-term community benefits by proposing needed housing types and innovative design.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS ZONED TO PLANNED DEVELOPMENT WITH THE FOLLOWING DEFAULT ZONE AND STANDARDS:

A. LOTS 16 TO 20 INC BLK 2 CRAIG SUB + 1/2 VAC ALLEY LYG ADJ ON EAST SEC 11 1S 1W PER B-1148 P-193 EXC BEG NE COR LOT 13 W 7.5FT S 142.5 FT E 7.5FT N TO BEG FOR ALLEY ROW PER B-1251 P-285 MESA CO RECORDS EXC 10FT ROW ON S AS PER B-1370 P-425; and also LOTS 13 TO 15 INC BLK 2 CRAIG SUB SEC 11 1S 1W EXC BEG NE COR LOT 13 W 7.5FT S 142.5 FT E 7.5 FT N TO BEG FOR ALLEY ROW PER B-1251 P-285 MESA CO RECORDS; and also LOTS 21 TO 26 INC BLK 2 CRAIG'S SUB SEC 11 1S 1W & 1/2 VAC ALLEY LYG ADJ TO WPER B-1148 P-193 MESA CO RECDS; and also LOTS 11 + 12 BLK 2 CRAIG SUB

B. The default zones are as follows: C-1 (Light Commercial) for the 1.281 acres of the site adjacent to 7th Street and North Avenue and bordered by the alleys; and R-8 (Residential 8 du/ac) for the 0.141 acres of the site that is adjacent to Glenwood Avenue and bordered by the alleys, as shown on the attached "Planned Development Boundary", and with deviations therefore as established by this Ordinance. Upon expiration of the PD Plan approval, or if the PD Plan is otherwise rendered invalid, the property shall be subject to the default zone of the C-1 and R-8 zone districts in pertinent part.

C. Public Benefit

1. More effective infrastructure;
2. Reduced traffic demands;
3. Innovative designs
 - a. Including increased landscaping.
 - b. Street interactive buildings located at the front property line

D. The site design includes approximately 90% more landscaping than required by the Zoning and Development Code, innovative design with urban design streetscape, and closing of the access on North 7th Street.

E. The project shall develop in a unified manner with similar architectural styles and themes throughout the site (see attached elevations).

F. Purpose

The proposed development will provide for a mix of retail, office, and multifamily residential uses with appropriate screening, buffering, and common landscape and streetscape character (see attached Preliminary Development Plan and Preliminary Landscape Plan).

G. Density

1. Maximum overall gross residential density shall not exceed twenty-four (24) units per acre within the Planned Development.
2. A minimum of 3 dwelling units shall be provided on the property within the Planned Development.
3. No more than 3 dwelling units allowed on the portion of the property carrying the R-8 default standard as described above.

H. Performance Standards

There are no applicable overlay zone districts and/or corridor design standards or guidelines that apply. The applicable performance standards are established by the C-1 and R-8 zone district requirements in the Zoning and Development Code.

I. Authorized Uses

The list of authorized uses allowed within the C-1 zone is hereby amended to include the following:

1. Bar / Nightclub and Drive-thru coffee kiosk – bar/nightclub and/or drive-thru coffee kiosk applications shall be reviewed for compatibility by the Director using the Conditional Use Permit criteria established by the Zoning and Development

Code. Compatibility shall be determined by the Director, who may then approve or deny or approve with conditions the applications for such uses.

J. Dimensional Standards

There are no proposed deviations from the dimensional standards of the R-8 zone district. The dimensional standards for the C-1 default zones shall be met with the exception of the following deviations.

Commercial*

Minimum Setbacks	Principal Structure / Accessory Structure
Front	0'

*Reduced setbacks are contingent on a requirement of a minimum 2-story structure. All other dimensional and bulk standards of the C-1 and R-8 zone districts shall apply.

K. Other Regulations

Sign Regulations shall meet Section 4.2 with the following exceptions:

1. Freestanding signs shall be limited to monument type signage.
2. Freestanding signs shall not exceed 10' in height – sign face calculated per Section 4.2.
3. A sign package is required as part of the Final Development Plan approval.

INTRODUCED on first reading on the 3rd day of August, 2009 and ordered published.

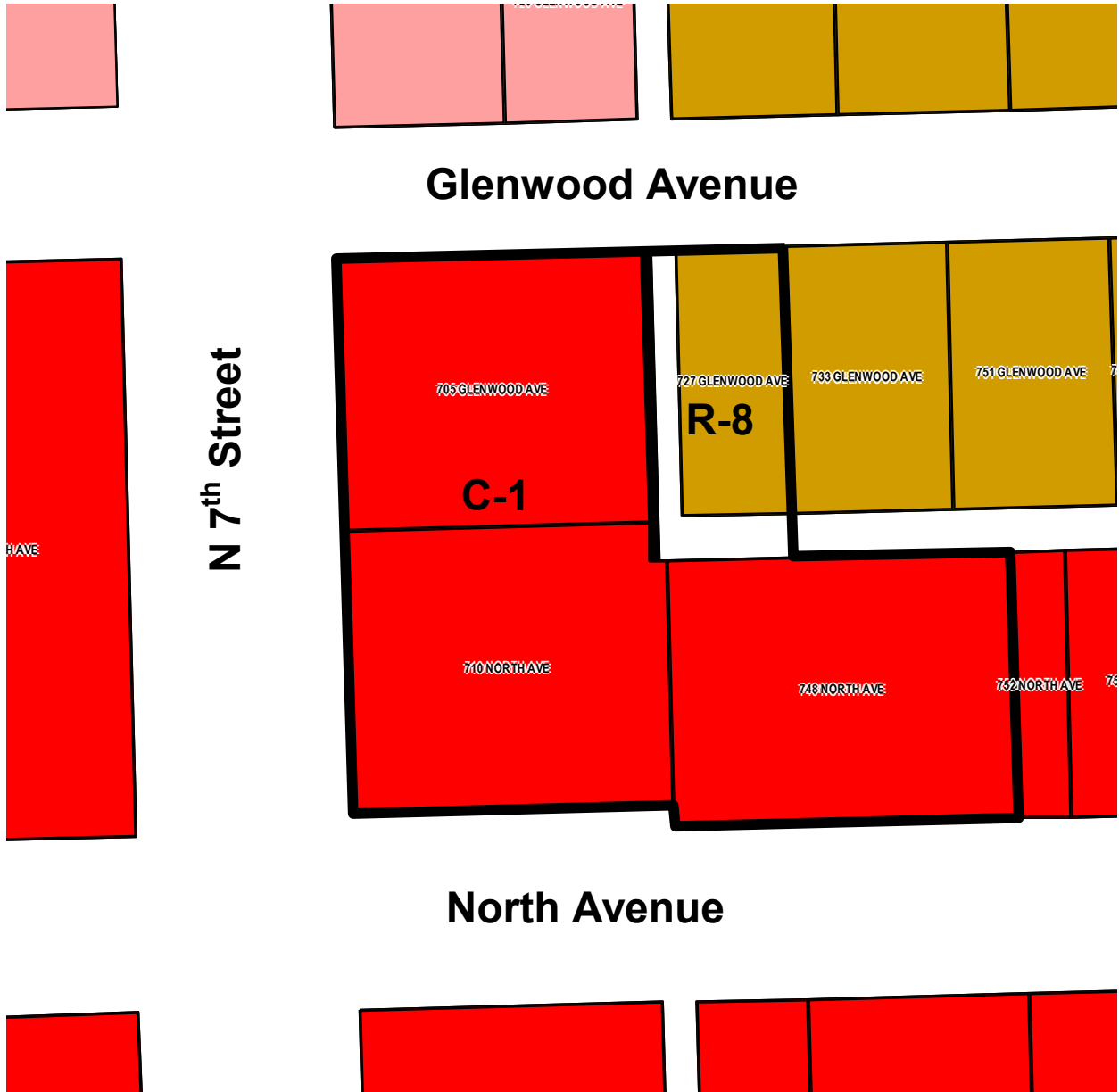
ADOPTED on second reading this _____ day of _____, 2009.

ATTEST:

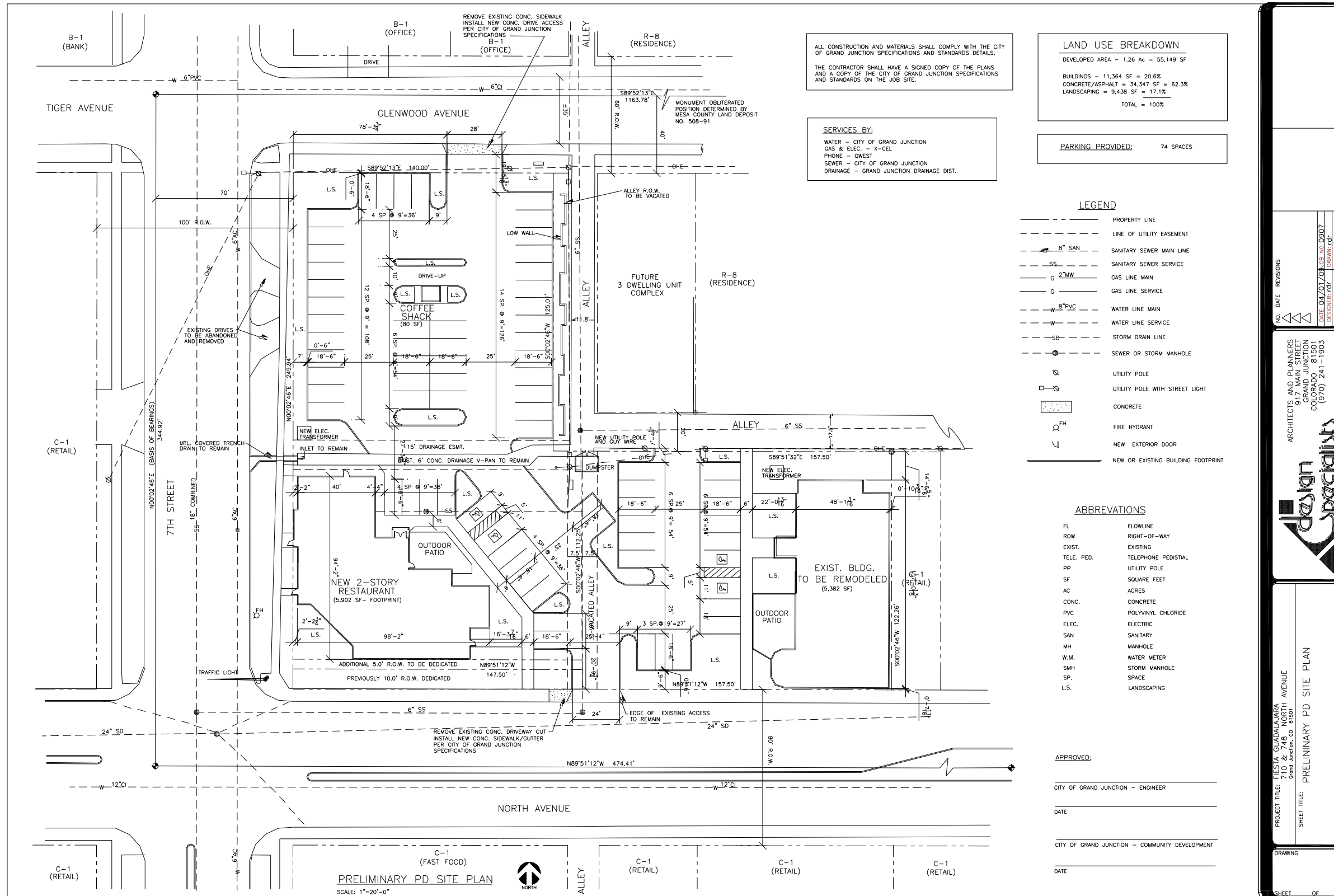
President of the Council

City Clerk

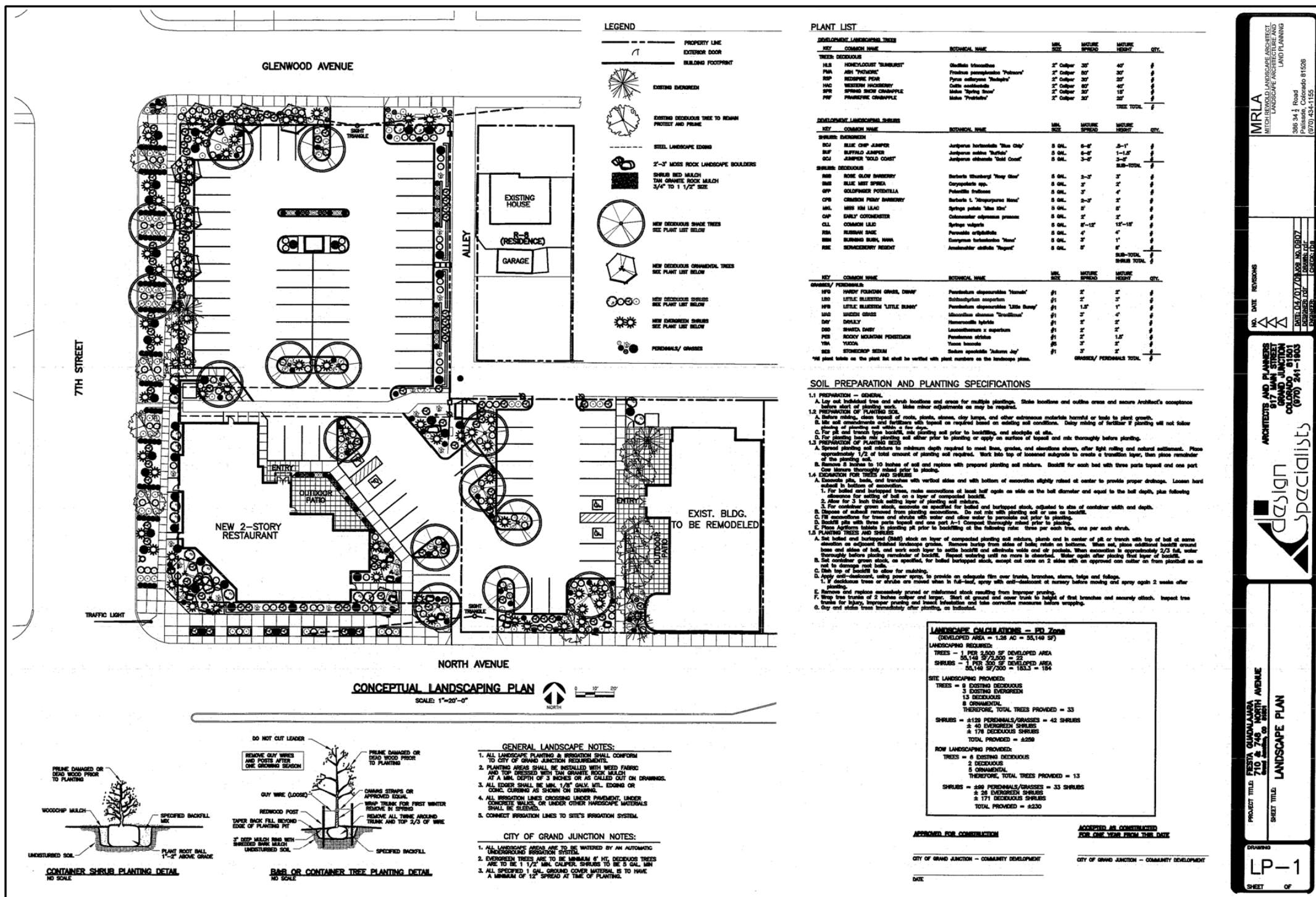
PLANNED DEVELOPMENT BOUNDARY



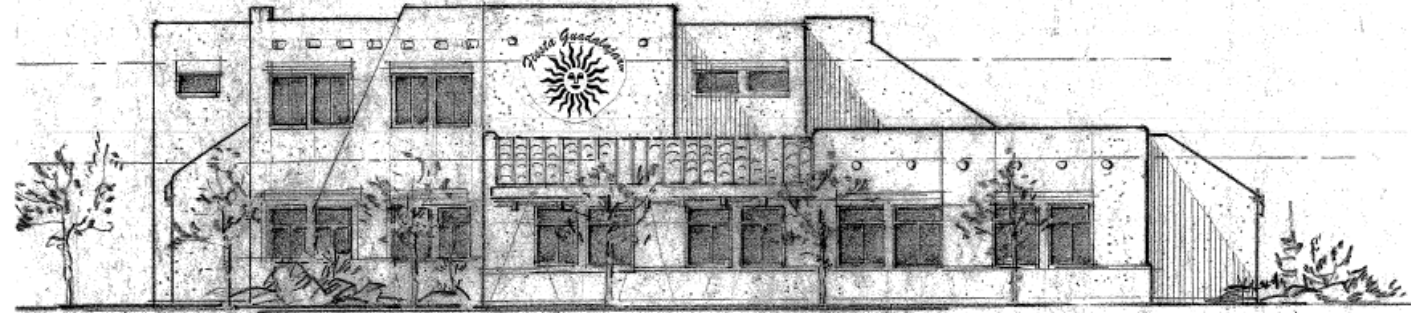
Preliminary Development Plan



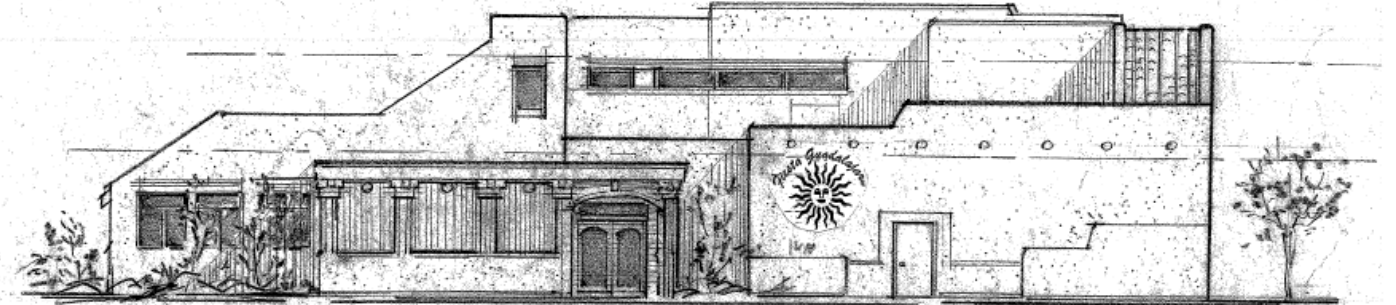
Preliminary Landscape Plan



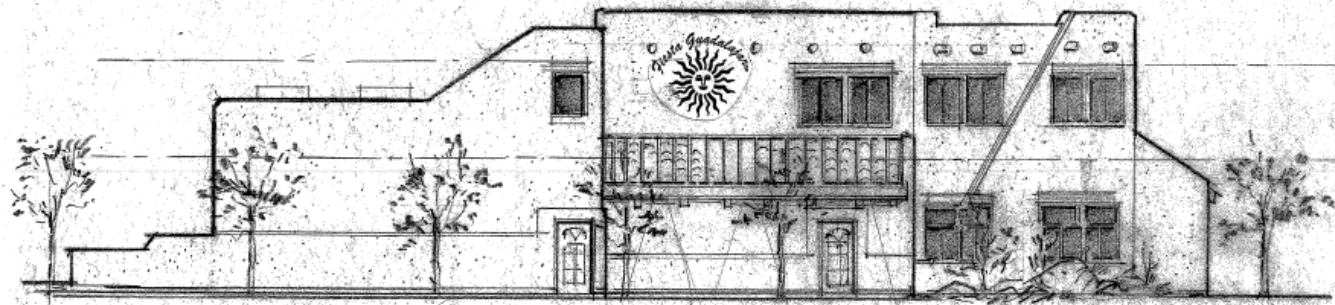
Elevations



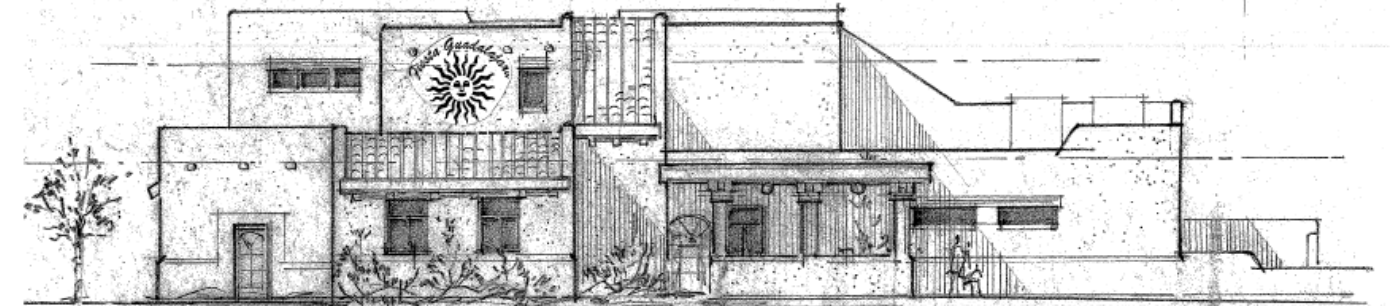
• SOUTH ELEVATION / NORTH AVENUE SIDE •



• NORTH ELEVATION / MAIN ENTRY



• WEST ELEVATION / 7th STREET SIDE •



• EAST ELEVATION •

CITY OF GRAND JUNCTION

ORDINANCE NO.

**AN ORDINANCE VACATING A PORTION OF NORTH-SOUTH ALLEY
RIGHT-OF-WAY, LOCATED WEST OF NORTH 7TH STREET AND SOUTH OF
GLENWOOD AVENUE**

RECITALS:

A vacation of the dedicated rights-of-way for has been requested by the adjoining property owners.

The City Council finds that the request is consistent with the Growth Plan, the Grand Valley Circulation Plan and Section 2.11 of the Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacation be approved.

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

The following described dedicated right-of-way for is hereby vacated subject to the listed conditions:

1. Applicants shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.

Dedicated right-of-way to be vacated:

Beginning at the northeast corner of Lot 13 in block 2 of Craig's Subdivision in the City of Grand Junction, Colorado: Thence west 7.5 feet, thence south parallel to the east boundary of Lots 13 to 16, inclusive, in Block 2 of Craig's Subdivision, a distance of 142.5 feet, thence east 7.5 feet, thence north along the east boundary of Lots 13 to 16, inclusive, in Block 2 of Craig's Subdivision, to the point of beginning.

Introduced for first reading on this 3rd day of August, 2009

PASSED and ADOPTED this _____ day of _____, 2009.

ATTEST:

President of City Council

City Clerk



Date: August 5, 2009
 Author: Brian Rusche
 Title/ Phone Ext: Senior Planner
 x. 4058
 Proposed Schedule: August 3,
 2009
 2nd Reading
 (if applicable): August 17, 2009

Attach 15
Public Hearing—Rezoning Property Located
Between Ute Avenue and Pitkin Avenue, Between
S. 5th and S. 6th Street and Between Ute Avenue
and Pitkin Avenue from S. 7th Street, East 230
Feet
CITY COUNCIL AGENDA ITEM

Subject: Rezone Property Located between Ute Avenue and Pitkin Avenue between S. 5 th and S. 6 th Street and between Ute Avenue and Pitkin Avenue from S. 7 th Street East 230 feet
File # (if applicable): RZ-2008-342
Presenters Name & Title: Brian Rusche, Senior Planner

Executive Summary:

A request to rezone property located between Ute Avenue and Pitkin Avenue between S. 5th and S. 6th Street and between Ute Avenue and Pitkin Avenue from S. 7th Street east 230 feet in Block 139, consisting of 2.52 acres more or less, and a portion of Block 137, consisting of 1.45 acres more or less, from C-1 (Light Commercial) to B-2 (Downtown Business) for the purposes of facilitating a new fire station and police building on City owned property.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 11: Public safety facilities and services for our citizens will be a priority in planning for growth.

A. The City and County will plan for the locations and construct new public safety facilities to meet the needs of existing and future growth.

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.

A. The City and County will support the vision and implement the goals and actions of the Downtown Strategic Plan.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage of the Ordinance.

Board or Committee Recommendation:

The Planning Commission recommended approval of the requested rezone to the City Council on July 14, 2009, finding the requested rezone from C-1 (Light Commercial) to B-2 (Downtown Business) zone district, to be consistent with the goals and policies of the Growth Plan and Section 2.6.A of the Zoning and Development Code.

Financial Impact/Budget: N/A

Legal issues: N/A

Other issues: N/A

Previously presented or discussed:

Introduction and first reading of the Ordinance on August 3, 2009.

Background, Analysis and Options:

See attached staff report.

Attachments:

Staff Report/Background Information
Site Location Map/Aerial Photo Map
Future Land Use Map/Existing City Zoning Map
Planning Commission Minutes – July 14, 2009
Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		Ute Avenue to Pitkin Avenue between S. 5 th and S. 6 th Street and from S. 7 th Street east 230 feet		
Applicant:		City of Grand Junction		
Existing Land Use:		Vacant		
Proposed Land Use:		Public Safety Services		
Surrounding Land Use:	North	Commercial / Bus Depot / Enstrom Candies		
	South	Commercial		
	East	Single Family / Commercial		
	West	Whitman Park		
Existing Zoning:		C-1 (Light Commercial)		
Proposed Zoning:		B-2 (Downtown Business)		
Surrounding Zoning:	North	B-2 (Downtown Business)		
	South	C-1 (Light Commercial)		
	6 th to 7 th St	B-2 (Downtown Business)		
	East	C-1 (Light Commercial)		
	West	CSR (Community Services and Recreation)		
Growth Plan Designation:		Commercial		
Zoning within density range?		X	Yes	No

1. Background

Block 137, 138, and 139 are part of the original town site of Grand Junction, platted in 1882.

The existing police and fire stations have been located in the 600 Block (Block 138) since 1958. This block is currently zoned B-2 (Downtown Business).

The subject property (all of Block 139 and portions of Block 137) has been acquired by the City over time, with the final acquisitions in 2008 in anticipation of the Public Safety Initiative. They have been cleared of their previous uses and structures in anticipation of redevelopment.

The City is requesting a rezone of the subject property from C-1 (Light Commercial) to B-2 (Downtown Business) in order to provide a single, uniform

zone for the entire area anticipated for the redevelopment and expansion of public safety services.

2. Consistency with the Growth Plan

The Growth Plan's Future Land Use designation is Commercial. Therefore, the proposed B-2 zone district is consistent with the Growth Plan.

3. Section 2.6.A of the Zoning and Development Code

Zone requests must meet all of the following criteria for approval:

1. The existing zoning was in error at the time of adoption; OR

The existing zoning was not in error at the time of adoption. Prior to the City's acquisition of the properties, a variety of uses, primarily highway oriented commercial and residential dwellings, occupied the site.

Therefore, the existing zoning of C-1 Light Commercial was not in error.

2. There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth/growth trends, deterioration, development transitions, etc.;

The City has acquired the subject properties and they have been cleared of their previous uses and structures in anticipation of redevelopment. Aside from the change to the properties themselves, several public improvements have occurred within the neighborhood that has had the effect of expanding the downtown core. These include:

- Grand Valley Transit transfer station at S. 5th Street & South Ave.
- Riverside Parkway interchange at S. 5th Street
- 7th Street corridor and pedestrian improvements
- Colorado Avenue corridor and pedestrian improvements

3. The proposed rezone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations;

The City has acquired the subject properties for the purpose of constructing a public safety campus. One of the goals of the public safety campus is to connect with the existing downtown fabric. Rezoning the property is an opportunity to connect this public property with the existing police and fire stations and the downtown core, including Whitman Park.

In addition, the request furthers the following policies:

Policy 8.2 of the Growth Plan specifically states that “The City and County will maintain the majority of governmental operations Downtown to help support the area’s economic stability/vitality.”

Policy 13.5 of the Growth Plan states that “Community entryways will be enhanced and accentuated at key entry points to the city including interstate interchange areas, and other major arterial street leading into the City.” Fifth Street is identified Exhibit V.6 as a Gateway.

The proposed rezone is compatible with a Future Land Use designation of Commercial.

4. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;

Existing utility infrastructure is already in place, including a 12” city water line in S. 5th Street, 8” water lines in Ute and Pitkin Avenues and S. 7th Street, and a 12” combined sewer running east/west through the alley. These services are adequate and available for development of the property.

5. The supply of comparably zoned land in the surrounding area is inadequate to accommodate the community’s needs; and

The goal of the Public Safety Initiative is to enhance public safety facilities in order to provide the best response times and to provide coverage to the areas in which calls for service are generated. Moving these essential services to a site outside of the downtown area would not be consistent with thoughtful community planning, both from a land use and service delivery perspective. The City and County have committed, as discussed in the Growth Plan compatibility section of this report, to a presence Downtown. Examples include the Mesa County Justice Center, Sheriff’s Office and Jail, City Hall, and the Old County Courthouse, all zoned B-2.

The existing police and fire stations are on 3.34 acres. In order to accommodate the proposed expansion of the existing public safety facilities, these adjacent properties, totaling 3.97 acres, were acquired; however, they are not zoned comparable to the existing public safety facilities. There are no other locations available of this size (about 8 acres total) within the B-2, Downtown Business zone. In addition, the B-2 zone provides more flexibility in creating a project that fits within the fabric of the original town site and downtown core.

Approval of this rezone request would meet the community need.

6. The community will benefit from the proposed zone.

The community and surrounding area will benefit from a single, uniform zone that will connect the public safety campus to the downtown core. The creation of a uniform zone will provide the standards necessary to develop an enhanced public safety campus that is both functional and integrated into the downtown core.

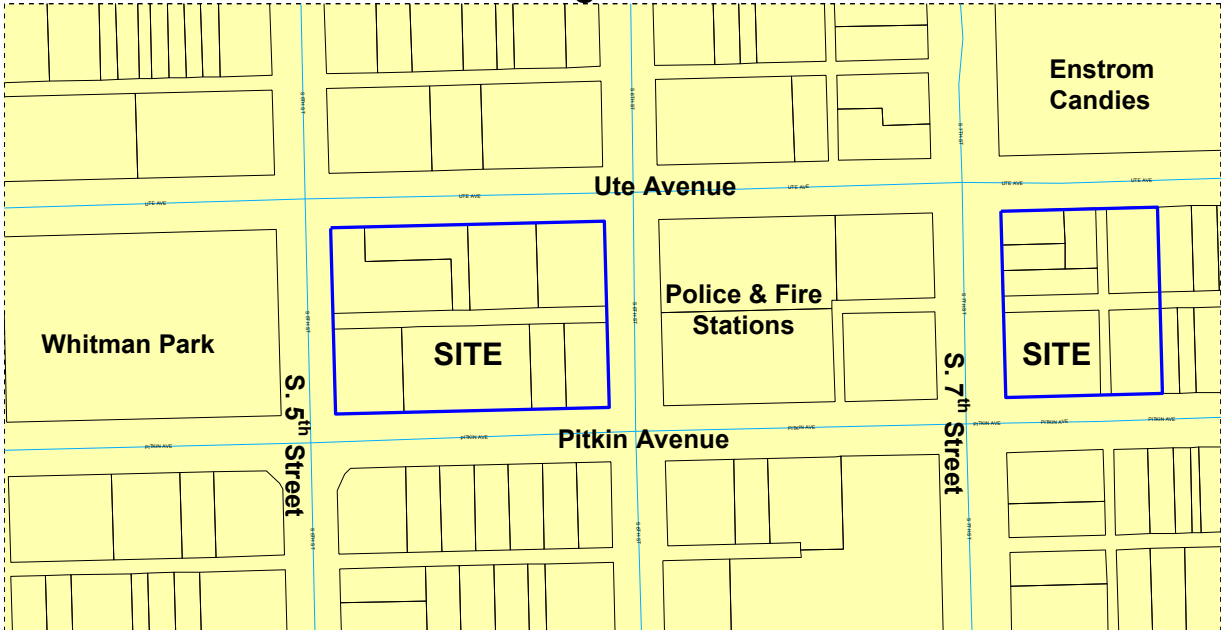
Alternatives: In addition to the zoning that the petitioner has requested, the following zone districts would also be consistent with the Growth Plan designation for the subject property.

- e. C-1 Light Commercial (existing zoning)
- f. C-2 General Commercial

If the City Council chooses to approve one of the alternative zone designations, specific alternative findings must be made as to why the City Council is approving an alternative zone designation.

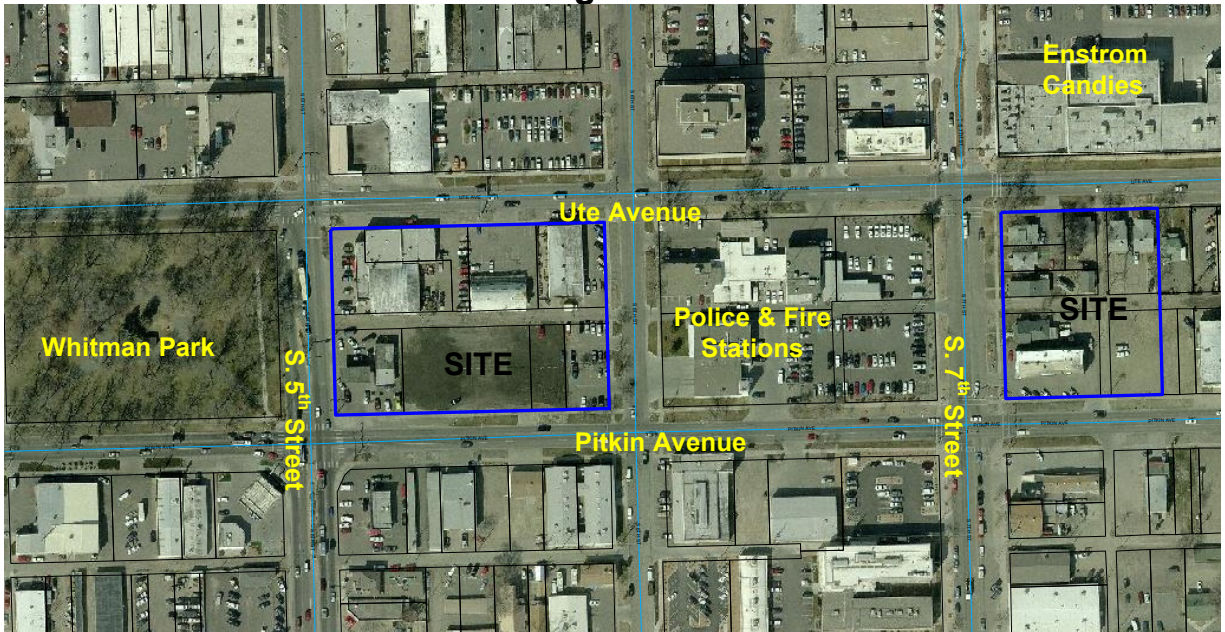
Site Location Map

Figure 1



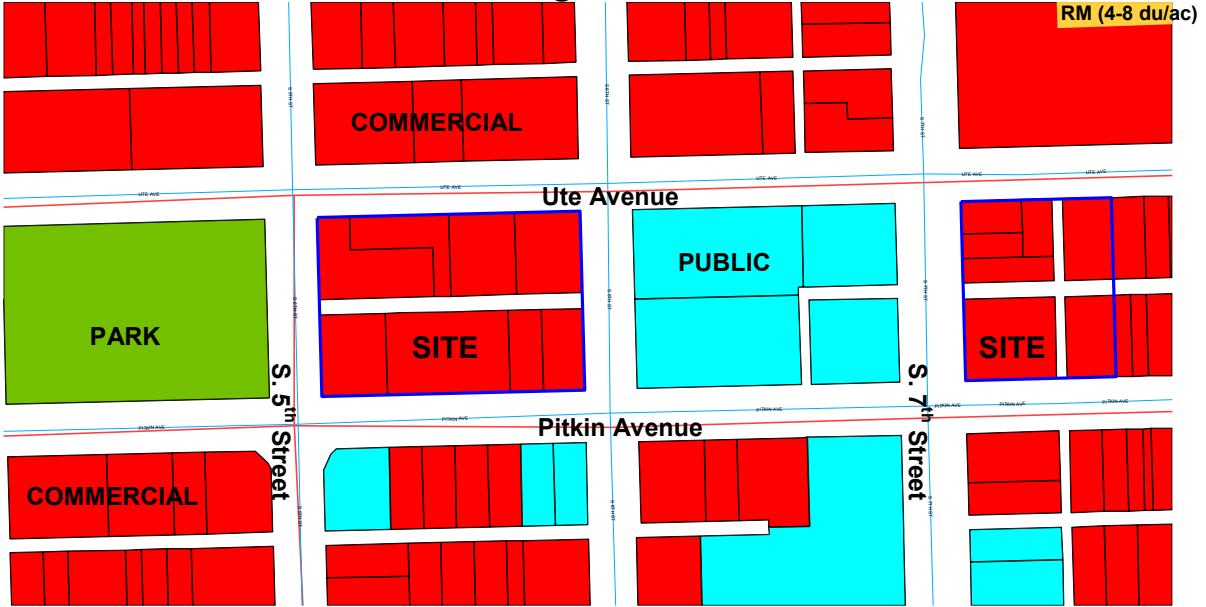
Aerial Photo Map

Figure 2



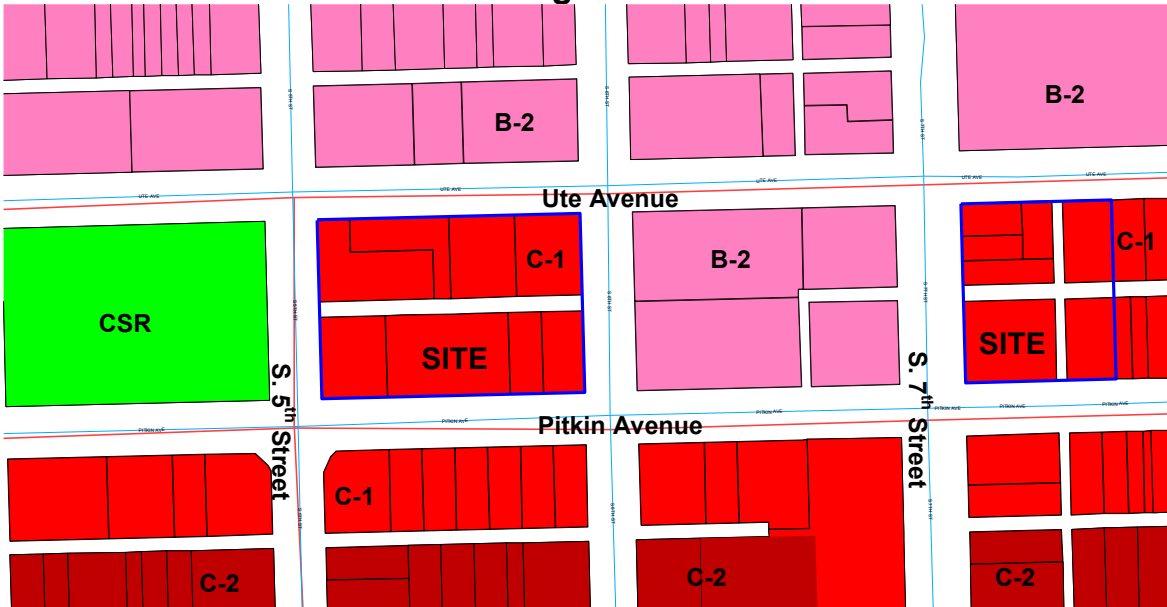
Future Land Use Map

Figure 3



Existing City Zoning Map

Figure 4



**GRAND JUNCTION PLANNING COMMISSION
JULY 14, 2009 MINUTES
6:00 p.m. to 6:51 p.m.**

The regularly scheduled Planning Commission hearing was called to order at 6:00 p.m. by Chairman Cole. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Roland Cole (Chairman), William Putnam (Vice-Chairman), Lynn Pavelka-Zarkesh, Patrick Carlow, Ebe Eslami, Mark Abbott and Richard Schoenrad (Alternate). Reginald Wall was absent.

In attendance, representing the City's Public Works and Planning Department – Planning Division, were Greg Moberg (Planning Services Supervisor), Senta Costello (Senior Planner), Brian Rusche (Senior Planner), Lori Bowers (Senior Planner) and Eric Hahn (Development Engineer).

Also present was Jamie Beard (Assistant City Attorney).

Lynn Singer was present to record the minutes.

There were 14 interested citizens present during the course of the hearing.

ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS

There were no announcements, presentations and/or visitors.

Consent Agenda

1. Minutes of Previous Meetings

Approve the minutes of the May 26 and June 6, 2009 Regular Meetings.

2. Public Safety Facility – Vacation of Right-of-Way

Request a recommendation of approval to City Council to vacate the north/south alley and a portion of the east/west alley between 7th & 8th Street between Ute and Pitkin Avenues.

FILE #: VR-2008-342
PETITIONER: City of Grand Junction
LOCATION: Alleys located between 7th and 8th Streets between Ute and Pitkin Avenues
STAFF: Brian Rusche

3. Public Safety Facility – Rezone

Request a recommendation of approval to City Council to rezone 2.52 acres between 5th and 7th Streets and Ute and Pitkin Aves along with 1.45 acres east of 7th Street between Ute and Pitkin Aves from a C-1 (Light Commercial) to a B-2 (Downtown Business) zone district.

FILE #: RZ-2008-342
PETITIONER: City of Grand Junction
LOCATION: 5th to 7th Streets between Ute and Pitkin Avenues
STAFF: Brian Rusche

4. Fiesta Guadalajara Expansion – Preliminary Development Plan

Request 1) a recommendation of approval to City Council to zone 1.422 acres to a PD (Planned Development) with the default zones of C-1 (Light Commercial) and R-8 (Residential 8 du/ac); 2) a recommendation of approval to City Council for a Preliminary Development Plan; 3) and a recommendation of approval to City Council for a vacation of the west 7.5 feet of the North /South alley located east of North 7th Street and south of Glenwood Avenue.

FILE #: RZ-2009-037
PETITIONER: David Ortiz
LOCATION: 710, 748 North Avenue and 705, 727 Glenwood Avenue
STAFF: Senta Costello

Chairman Cole briefly explained the Consent Agenda and invited the public, planning commissioners, and staff to speak if they wanted any item pulled for additional discussion. After discussion, there were no objections or revisions received from the audience or Planning Commissioners on any of the Consent Agenda items.

MOTION: (Commissioner Carlow) “Mr. Chairman, I move we approve the Consent Agenda as presented.”

Commissioner Pavelka-Zarkesh seconded the motion. A vote was called and the motion passed unanimously by a vote of 7 – 0.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING PARCELS OF LAND FROM
C-1 (LIGHT COMMERCIAL) TO B-2 (DOWNTOWN BUSINESS)
LOCATED BETWEEN UTE AND PITKIN AVENUES FROM S. 5TH STREET TO S. 6TH
STREET AND FROM S. 7TH STREET EAST APPROXIMATELY 230 FEET**

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 the rezone request from C-1 zone district to the B-2 zone district.

After public notice and public hearing before the Grand Junction City Council, City Council finds the rezone request meets the goals and policies and future land use as set forth by the Growth Plan, Commercial. City Council also finds that the requirements for a rezone as set forth in Section 2.6 of the Zoning and Development Code have been satisfied.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE PARCEL DESCRIBED BELOW IS HEREBY ZONED TO THE B-2 (DOWNTOWN BUSINESS) ZONE DISTRICT:

A tract of land situate in the SW ¼ of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, more particularly described as follows:

All of Lots 1 through 10, inclusive, all of Lots 11 through 13, inclusive, all of Lots 26 through 28, inclusive, in Block 137, TOGETHER WITH All of Block 139, City of Grand Junction, according to the Plat of Part of Second Division Resurvey as Amended, Plat Book 3, Page 21, Reception Number 54332 in the Office of the Mesa County Clerk and Recorder.

Introduced on first reading on the 3rd day of August, 2009

PASSES and ADOPTED on second reading this _____ day of _____, 2009.

Attest:

City Clerk

President of the Council



Date: August 5, 2009
Author: Brian Rusche
Title/ Phone Ext: Senior Planner
x. 4058
Proposed Schedule: August 3,
2009
2nd Reading
(if applicable): August 17, 2009

Attach 16
Public Hearing—Vacating the North/South Alley
Between Ute Avenue and Pitkin Avenue, East of
South 7th Street and a Portion of the East/West
Alley Between South 7th and South 8th Street
South of Ute Avenue
CITY COUNCIL AGENDA ITEM

Subject: Vacate the North/South Alley between Ute Avenue and Pitkin Avenue, East of South 7 th Street and a Portion of the East/West Alley between South 7 th and South 8 th Street South of Ute Avenue
File # (if applicable): VR-2008-342
Presenters Name & Title: Brian Rusche – Senior Planner

Executive Summary:

Request to vacate the North/South Alley between Ute Avenue and Pitkin Avenue, East of South 7th Street and a portion of the East/West alley between South 7th and South 8th Street South of Ute Avenue within Block 137 of the Original Town Site of Grand Junction for the purposes of consolidating City-owned parcels and the construction of a new Fire Station.

How this item relates to the draft Comprehensive Plan Goals and Policies:

Goal 11: Public safety facilities and services for our citizens will be a priority in planning for growth.

- A.** The City and County will plan for the locations and construct new public safety facilities to meet the needs of existing and future growth.

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.

- A.** The City and County will support the vision and implement the goals and actions of the Downtown Strategic Plan.

Action Requested/Recommendation:

Hold a Public Hearing and Consider Final Passage of the Vacation Ordinance.

Board or Committee Recommendation:

On July 14, 2009, Planning Commission forwarded a recommendation of approval of the requested right-of-way vacation, VR-2008-342, to the City Council, finding the request to be consistent with the Goals and Policies of the Growth Plan and Section 2.11.C of the Zoning and Development Code.

Financial Impact/Budget: N/A

Legal issues:

1. The alley area described herein shall be retained as a temporary multi-purpose easement on, along, over, under, through and across the described area 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, waterlines, telephone lines.
2. Said multi-purpose easement shall be extinguished upon relocation of utilities into new easements or right-of-way.

Other issues: N/A

Previously presented or discussed:

Introduction and first reading of the Ordinance on August 3, 2009.

Background, Analysis and Options:

See attached staff report.

Attachments:

Staff Report/Background Information
Site Location Map / Aerial Photo Map
Future Land Use Map / Existing City Zoning Map
Planning and Zoning Commission Minutes – July 14, 2009
Ordinance

STAFF REPORT / BACKGROUND INFORMATION				
Location:		Ute Avenue to Pitkin Avenue east of S. 7 th Street		
Applicant:		City of Grand Junction		
Existing Land Use:		Public Alley		
Proposed Land Use:		Public Safety Services		
Surrounding Land Use:	North	Enstrom Candies		
	South	Commercial		
	East	Single Family Residential / Commercial		
	West	Police and Fire Stations		
Existing Zoning:		N/A		
Proposed Zoning:		B-2 (Downtown Business)		
Surrounding Zoning:	North	B-2 (Downtown Business)		
	South	C-1 (Light Commercial)		
	East	C-1 (Light Commercial)		
	West	B-2 (Downtown Business)		
Growth Plan Designation:		N/A		
Zoning within density range?	X	Yes		No

2. Background

Block 137 is part of the original town site of Grand Junction, platted in 1882.

Lots 1-13 and Lots 26-28 of Block 137 have been acquired by the City as part of the Public Safety Initiative. They have been cleared of their previous uses and structures in anticipation of redevelopment.

In order to provide a large enough property for the anticipated construction of a new Fire Station, the existing alley right-of-way must be vacated. The entire north/south alley is requested to be vacated, but only a portion of the east/west alley is requested to be vacated, as there are uses that remain within the block.

Access to the proposed Fire Station is available from South 7th Street, as well as Ute and Pitkin Avenues. No access would be provided from the property to the remaining east/west alley, due to the proposed layout of the site. Existing utilities will be relocated as part of the development of the property. A multi-purpose easement is proposed

running north/south on the eastern edge of the subject property, according to the subdivision plat filed to combine the existing parcels.

2. Section 2.11.C of the Zoning and Development Code

Requests to vacate any public right-of-way or easement must conform to the following criteria:

m. The Growth Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City.

Granting the right-of-way vacation does not conflict with the Growth Plan, major street plan and/or any other adopted plans and policies of the City.

n. No parcel shall be landlocked as a result of the vacation.

No properties will be landlocked with this vacation. Access will be maintained for all properties to the east via public streets and the remaining alley right-of-way.

o. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

Access will be maintained for all properties to the east via public streets and the remaining 150 foot alley right-of-way. The dead-end alley will not affect the operations of the Fire Department or the Solid Waste Department.

p. 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).

The vacation will not have adverse impact on the health, safety, and/or welfare of the community. The land that is currently alley right-of-way will be consolidated with the adjacent parcels to provide a property large enough for the construction of a fire station. The remaining east/west alley will provide access to public facilities in virtually the same manner as currently provided. Existing utilities, including sewer and electric, within the proposed vacation will be relocated. Service will be maintained. Access to the consolidated parcel will be available from Ute, Pitkin, and South 7th Street.

q. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter Six of the Zoning and Development Code.

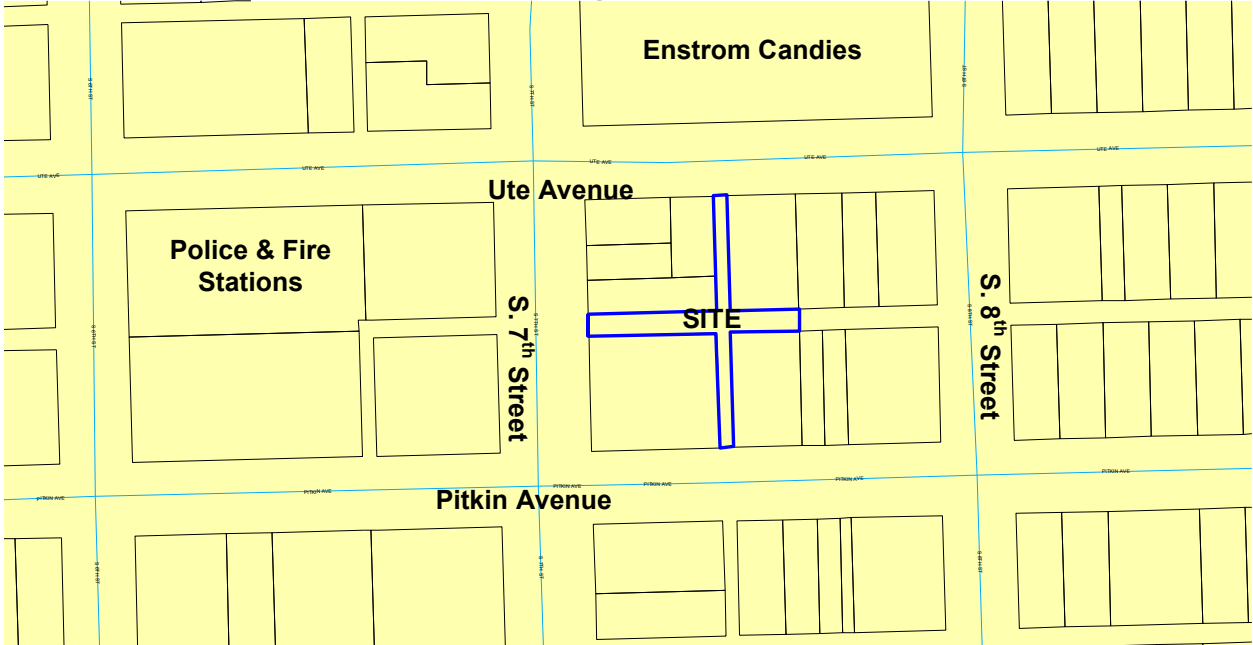
The land that is currently alley right-of-way will be consolidated with the adjacent parcels. The remaining east/west alley will provide access to public facilities in virtually the same manner as currently provided. Existing utilities within the proposed vacation will be relocated and service will be maintained. Access to the consolidated parcel will be available from Ute and Pitkin Avenues and South 7th Street.

- r. *The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.*

The request provides benefits to the City with the additional land necessary for the construction of a fire station.

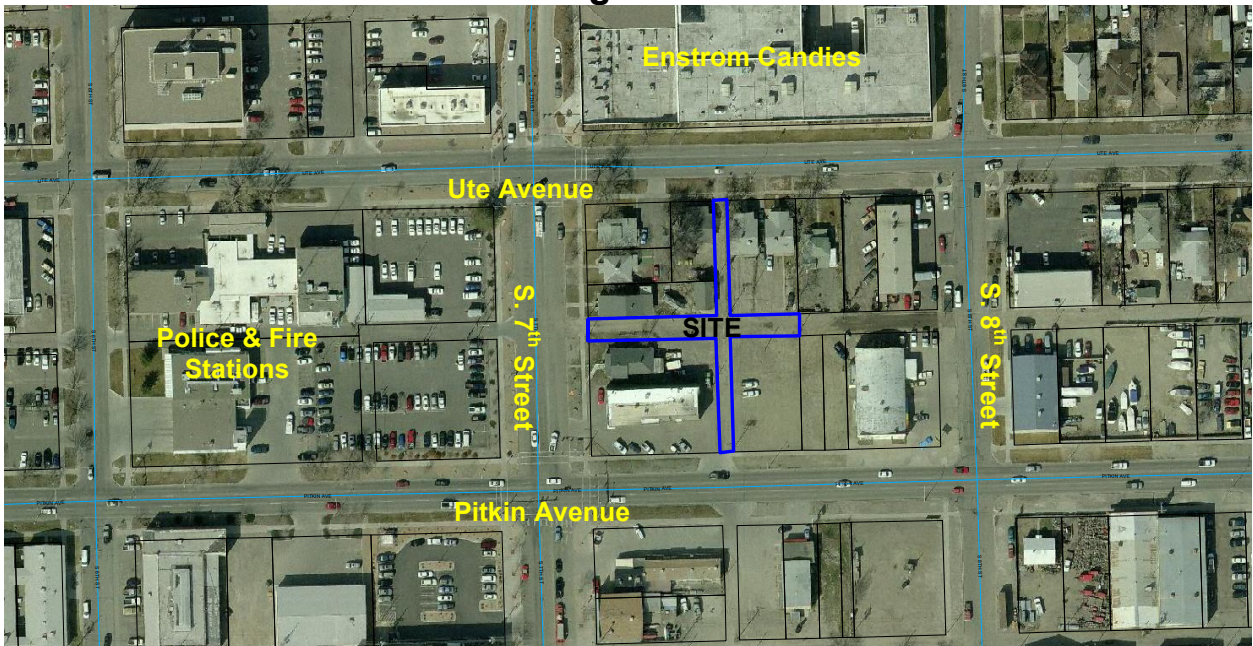
Site Location Map

Figure 1



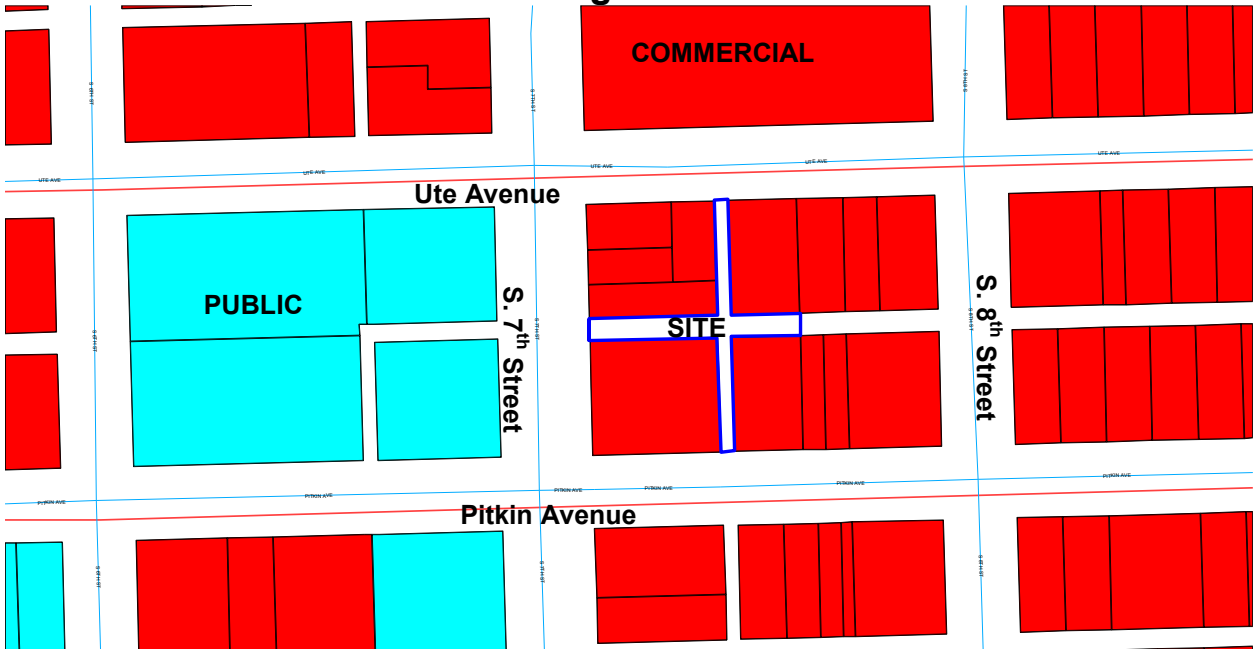
Aerial Photo Map

Figure 2



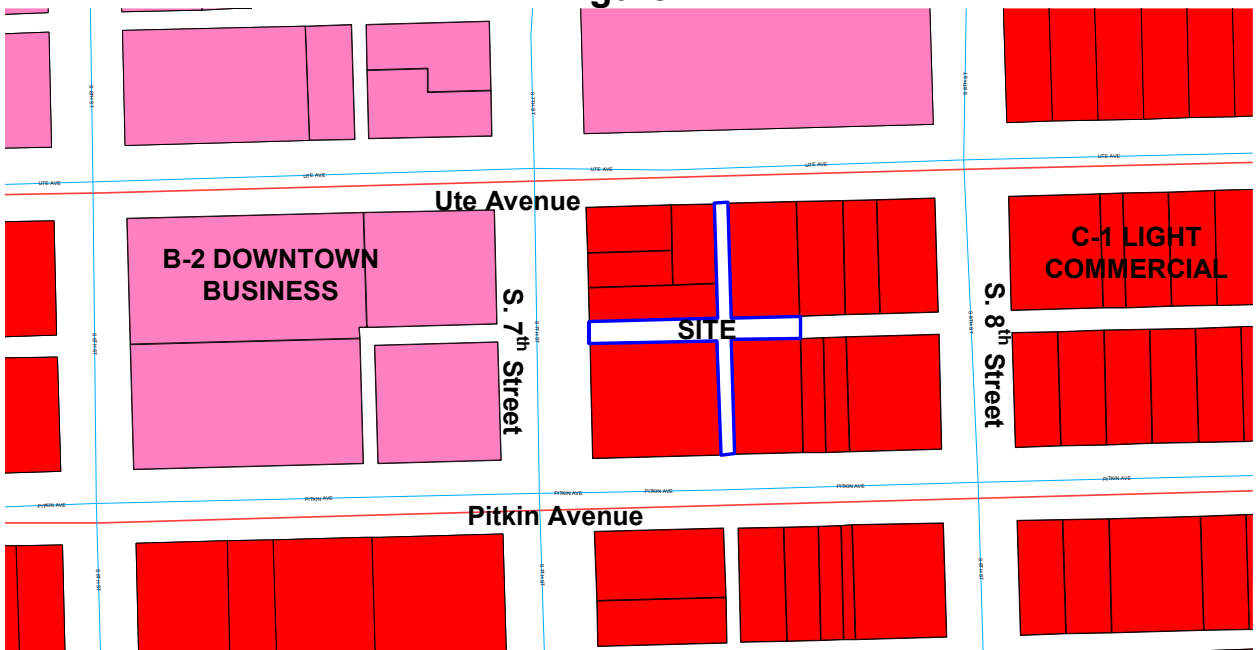
Future Land Use Map

Figure 3



Existing City Zoning Map

Figure 4



**GRAND JUNCTION PLANNING COMMISSION
JULY 14, 2009 MINUTES
6:00 p.m. to 6:51 p.m.**

The regularly scheduled Planning Commission hearing was called to order at 6:00 p.m. by Chairman Cole. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Roland Cole (Chairman), William Putnam (Vice-Chairman), Lynn Pavelka-Zarkesh, Patrick Carlow, Ebe Eslami, Mark Abbott and Richard Schoenrad (Alternate). Reginald Wall was absent.

In attendance, representing the City's Public Works and Planning Department – Planning Division, were Greg Moberg (Planning Services Supervisor), Senta Costello (Senior Planner), Brian Rusche (Senior Planner), Lori Bowers (Senior Planner) and Eric Hahn (Development Engineer).

Also present was Jamie Beard (Assistant City Attorney).

Lynn Singer was present to record the minutes.

There were 14 interested citizens present during the course of the hearing.

ANNOUNCEMENTS, PRESENTATIONS AND/OR VISITORS

There were no announcements, presentations and/or visitors.

Consent Agenda

1. Minutes of Previous Meetings

Approve the minutes of the May 26 and June 6, 2009 Regular Meetings.

2. Public Safety Facility – Vacation of Right-of-Way

Request a recommendation of approval to City Council to vacate the north/south alley and a portion of the east/west alley between 7th & 8th Street between Ute and Pitkin Avenues.

FILE #: VR-2008-342
PETITIONER: City of Grand Junction
LOCATION: Alleys located between 7th and 8th Streets between Ute and Pitkin Avenues
STAFF: Brian Rusche

3. Public Safety Facility – Rezone

Request a recommendation of approval to City Council to rezone 2.52 acres between 5th and 7th Streets and Ute and Pitkin Aves along with 1.45 acres east of 7th Street between Ute and Pitkin Aves from a C-1 (Light Commercial) to a B-2 (Downtown Business) zone district.

FILE #: RZ-2008-342
PETITIONER: City of Grand Junction
LOCATION: 5th to 7th Streets between Ute and Pitkin Avenues
STAFF: Brian Rusche

4. Fiesta Guadalajara Expansion – Preliminary Development Plan

Request 1) a recommendation of approval to City Council to zone 1.422 acres to a PD (Planned Development) with the default zones of C-1 (Light Commercial) and R-8 (Residential 8 du/ac); 2) a recommendation of approval to City Council for a Preliminary Development Plan; 3) and a recommendation of approval to City Council for a vacation of the west 7.5 feet of the North /South alley located east of North 7th Street and south of Glenwood Avenue.

FILE #: RZ-2009-037
PETITIONER: David Ortiz
LOCATION: 710, 748 North Avenue and 705, 727 Glenwood Avenue
STAFF: Senta Costello

Chairman Cole briefly explained the Consent Agenda and invited the public, planning commissioners, and staff to speak if they wanted any item pulled for additional discussion. After discussion, there were no objections or revisions received from the audience or Planning Commissioners on any of the Consent Agenda items.

MOTION: (Commissioner Carlow) “Mr. Chairman, I move we approve the Consent Agenda as presented.”

Commissioner Pavelka-Zarkesh seconded the motion. A vote was called and the motion passed unanimously by a vote of 7 – 0.

CITY OF GRAND JUNCTION

ORDINANCE NO. ____

**AN ORDINANCE VACATING ALLEY RIGHTS-OF-WAY
LOCATED BETWEEN UTE AND PITKIN AVENUES, EAST OF SOUTH 7TH STREET**

RECITALS:

A vacation of dedicated rights-of-way has been requested by the adjoining property owners.

The City Council finds that the request is consistent with the Growth Plan, the Grand Valley Circulation Plan and Section 2.11 of the Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacation be approved.

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

The following described dedicated right-of-way is hereby vacated subject to the listed conditions:

1. The alley area described herein shall be retained as a temporary multi-purpose easement on, along, over, under, through and across the described area 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, waterlines, telephone lines.
2. Said multi-purpose easement shall be extinguished upon relocation of utilities into new easements or right-of-way.

Dedicated right-of-way to be vacated:

A tract of land situate in the SW $\frac{1}{4}$ of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, more particularly described as follows:

All of the north to south alley in Block 137 and all of that portion of the east to west alley in Block 137 lying west of the east line of Lot 13 and the east line of Lot 26, City of Grand Junction, according to the Plat of Part of Second Division Resurvey as

Amended, Plat Book 3, Page 21, Reception Number 54332 in the Office of the Mesa County Clerk and Recorder.

Said right-of-way shown on attached Exhibit A.

Introduced for first reading on this 3rd day of August, 2009

PASSED and ADOPTED this _____ day of _____, 2009.

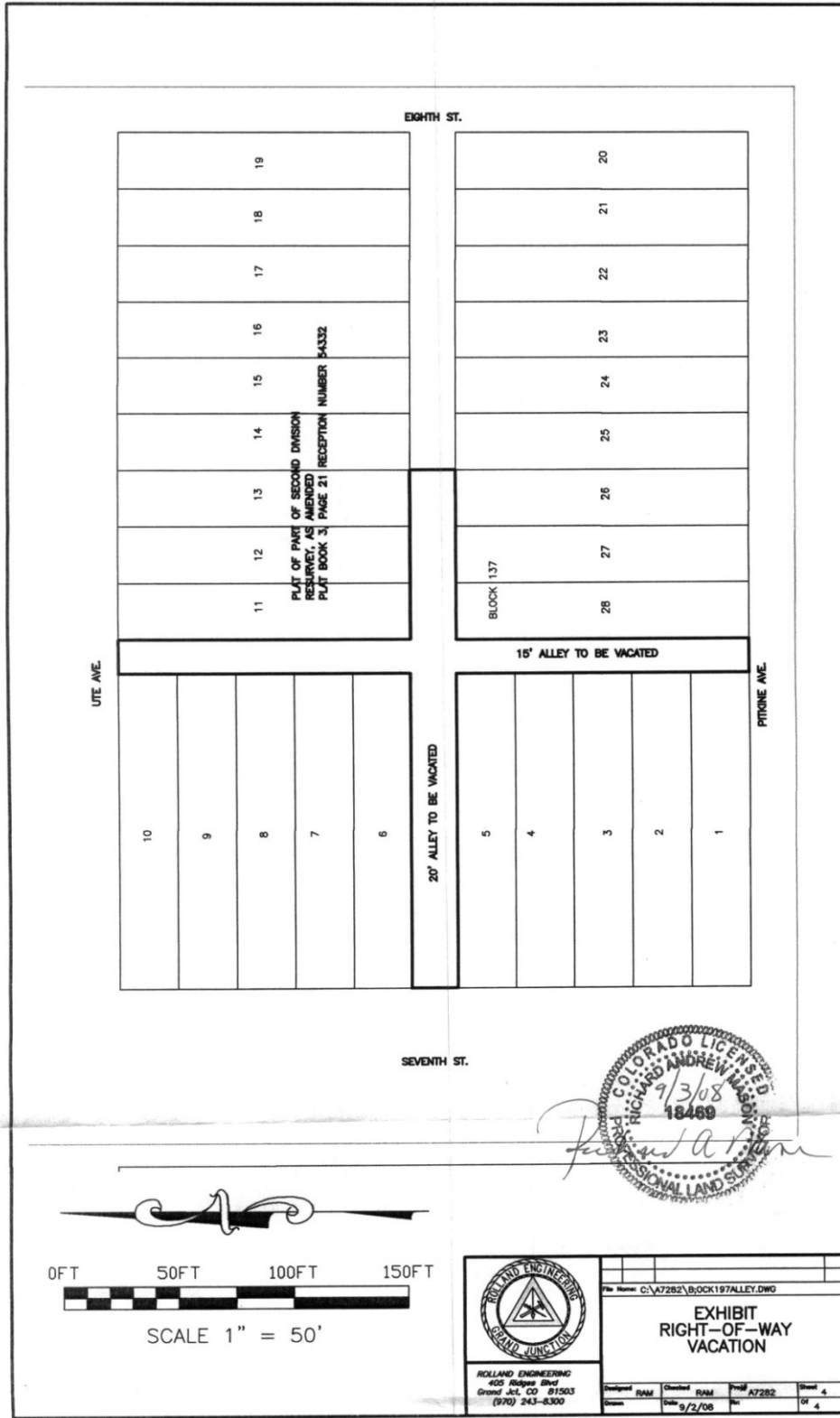
ATTEST:

President of City Council

City Clerk

Exhibit A

PROJECTS\A7282\fromcity\BLOCK197ALLEY.dwg, 9/3/2008 10:21:53 AM



Attach 17

Public Hearing—The Issuance of DDA Tax Increment Revenue Bonds

CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA			
Subject	Authorize the Issuance of Downtown Development Authority (DDA) Tax Increment Revenue Bonds and Pledge the Tax Increment Revenues of the City for Payment of the Bonds – Series 2009		
File #			
Meeting Day, Date	Monday, August 17, 2009		
Placement on the Agenda	Consent		Individual X
Date Prepared	August 13, 2009		
Author Name & Title	Mary Lynn Bacus, Paralegal		
Presenter Name & Title	John Shaver, City Attorney		

Summary: On April 3, 2007, a majority of qualified voters within the boundaries of the Grand Junction, Colorado Downtown Development Authority (DDA) authorized the City to issue bonds or other indebtedness for the purpose of financing certain capital improvements within the DDA's "Plan of Development" area. The voters also authorized the pledge of tax increment funds for payment of the bonds. The City Council is authorized by the City Charter to authorize the issuance of such tax increment revenue bonds and now desires to cause the bonds to be issued, to authorize and direct the application of the proceeds and to provide security for the payment.

Budget: The existing TIF expires in 2011 (final collection in 2012). City finance staff and advisors have conservatively projected that TIF revenues for this remaining period plus the current TIF budget are sufficient funds to pay back the bonds by 2012.

Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Publication of the Ordinance.

Attachments: Proposed Ordinance

Background Information: The DDA Plan of Development for improvements to the downtown area to the City Council was first enacted in the early 1980s. The Council approved and adopted the Plan of Development by resolution and established the tax increment fund, a special fund into which tax increments could be deposited by the City.

Tax increment funds (TIF) are a portion of the ad valorem and municipal sales tax revenue produced from the Plan of Development area. Since the Plan of Development was enacted, the DDA has financed a number of improvement projects in downtown. With the issuance of the Series 2009 TIF bonds, the DDA will continue to invest in the downtown area. A significant portion of the 2009 bond revenue is anticipated to be expended on the Main Street Uplift project.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY TAX INCREMENT REVENUE BONDS, SERIES 2009; PLEDGING THE TAX INCREMENT REVENUES OF THE CITY FOR THE PAYMENT OF THE BONDS; AND RELATED MATTERS.

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

Definitions. Terms used in this Ordinance shall have the meanings specified in this section for all purposes of this Ordinance and of any ordinance amendatory hereof, supplemental hereto or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication otherwise requires. All definitions include the singular and plural and include all genders. Certain terms are parenthetically defined elsewhere herein.

Act: Title 31, Article 25, Part 8, C.R.S., as amended.

Additional Bonds: the one or more series of bonds or other securities or obligations authorized to be issued by the City pursuant to Sections 17 and 18 hereof and having a lien on the Pledged Revenues on a parity with the lien of the Bonds.

Authority: the Grand Junction, Colorado Downtown Development Authority, created by the City by an ordinance adopted March 16, 1977.

Average Annual Debt Service: the sum of principal and interest requirements on the Bonds or Additional Bonds to be paid during each Fiscal Year for the period beginning with the Fiscal Year in which such computation is being made and ending with the last Fiscal Year in which any Bond or Additional Bond becomes due, divided by the number of Fiscal Years (including portions thereof) during the period beginning with the Fiscal Year in which such computation is being made and ending with the last Fiscal Year in which any Bond or Additional Bond becomes due.

Beneficial Owner: any Person for which a Participant acquires an interest in the Bonds.

Bond Account: the account by that name created by Section 15 hereof.

Bonds: the City's Downtown Development Authority Tax Increment Revenue Bonds, Series 2009, in the aggregate principal amount approved by either the President or the Finance Director in the Sale Certificate, issued pursuant to this Ordinance.

Business Day: a day on which banks located in the cities in which the principal offices of each of the Paying Agent and the Registrar are not required or authorized to be closed and on which the New York Stock Exchange is not closed.

City: the City of Grand Junction, Colorado.

Charter: the home rule Charter of the City, including all amendments thereto prior to the date hereof.

Commercial Bank: any depository for public funds permitted by the laws of the State for political subdivisions of the State which has a capital and surplus of \$10,000,000 or more, and which is located within the United States.

Continuing Disclosure Certificate: the Continuing Disclosure Certificate executed by the City on the date of delivery of the Bonds.

Council: the City Council of the City or any successor in functions thereto.

County: Mesa County, Colorado.

C.R.S.: Colorado Revised Statutes.

Depository: any securities depository that the City may provide and appoint, in accordance with the guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Bonds.

DTC: The Depository Trust Company, New York, New York, and its successors and assigns.

Election: the special election held by the City within the boundaries of the Authority on April 3, 2007.

Federal Securities: only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or ownership interests in

any of the foregoing) and which are not callable prior to their scheduled maturities by the issuer thereof (or an ownership interest in any of the foregoing).

Fiscal Year: the twelve months commencing on the first day of January of any calendar year and ending on the thirty-first day of December of such calendar year or such other twelve-month period as may from time to time be designated by the Council as the Fiscal Year of the City.

Finance Director: the Financial Operations Manager of the City.

Letter of Representations: the blanket issuer letter of representations from the City to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC.

Ordinance: this Ordinance of the City, which provides for the issuance and delivery of the Bonds.

Official Statement: the final Official Statement in substantially the form of the Preliminary Official Statement.

Outstanding: as of any date of calculation, all Bonds theretofore executed, issued and delivered by the City except:

(a) Bonds theretofore canceled by the City, Registrar or Paying Agent, or surrendered to the City, Registrar or Paying Agent for cancellation;

(b) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the City and authenticated by the Registrar unless proof satisfactory to the Registrar is presented that any such Bonds are duly held by the lawful registered owners thereof; or

(c) Bonds deemed to have been paid as provided in Section 20 hereof.

Owner or registered owner: the registered owner of any Bond as shown on the registration records kept by the Registrar.

Participant or Participants: any broker-dealer, bank, or other financial institution from time to time for which DTC or another Depository holds the Bonds.

Paying Agent: Zions First National Bank, or its successors and assigns.

Permitted Investment: any investment or deposit permitted by the laws of the State.

Person: any individual, firm, partnership, corporation, company, association, joint-stock association or body politic; and the term includes any trustee, receiver, assignee or other similar representative thereof.

Plan: the Downtown Development Authority Plan of Development approved in the Resolution, including any amendments to the Plan subsequently approved by the Council.

Plan of Development Area: the area subject to the Plan, including any additional property subsequently included therein.

Pledged Revenues: the Tax Increments (less 20% of the Tax Increments originating from sales tax revenues for a portion of the Plan of Development Area and 30% of such increments from another portion of the Plan of Development Area as provided in Grand Junction City Resolution No. 28-83), all funds deposited in the Tax Increment Fund and Bond Account, and investment income from the Bond Account and Tax Increment Fund, subject to Federal tax laws regarding arbitrage rebate.

Preliminary Official Statement: the Preliminary Official Statement with respect to the Bonds.

President: the President of the Council.

Principal Operations Office: the principal operations office of the Registrar and Paying Agent, currently located at the City of Grand Junction, Colorado.

Project: the improvements in the Plan of Development Area constructed or acquired with the proceeds of the Bonds, which improvements shall be described in the Plan.

Purchase Contract: the Bond Purchase Agreement between the City and the Underwriter.

Rebate Account: the account by that name created by Section 15 hereof.

Registrar: Zions First National Bank, or its successors and assigns.

Registrar Agreement: the Registrar and Paying Agent Agreement between the City and the Registrar.

Regular Record Date: the last business day of the calendar month next preceding each interest payment date for the Bonds (other than a special interest payment date hereafter fixed for the payment of defaulted interest).

Resolution: the Council Resolution adopted December 16, 1981 approving the Plan and establishing the Tax Increment Fund, all as amended from time to time.

Sale Certificate: the certificate executed by the President or Finance Director dated on or before the date of delivery of the Bonds, setting forth: (i) the aggregate principal amount of the Bonds; (ii) the rate or rates of interest on the Bonds; (iii) the first interest payment date for the Bonds; (iv) the final maturity date of the Bonds; (v) the existence and amount of any capitalized interest or reserve fund; (vi) the conditions on which and the prices at which the Bonds may be called for optional redemption; (vii) the existence of any Term Bonds subject to mandatory sinking fund redemption; (viii) the amount or amounts of principal maturing on each date for the Bonds; (ix) the price at which the Bonds will be sold; and (x) any other finding or determination authorized under the Supplemental Act, all subject to the parameters and restrictions contained in Section 6 hereof.

Special Record Date: a special date fixed to determine the names and addresses of registered owners for purposes of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 6 hereof.

State: the State of Colorado.

Supplemental Act: the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S.

Tax Code: the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and any regulations promulgated thereunder.

Tax Increments: those portions of the ad valorem and municipal sales tax revenue produced from the Plan of Development Area which are in excess of the amounts certified as base amounts by the County Assessor and the Finance Director pursuant to Section 31-25-807(3) of the Act and pledged herein for the repayment of and as security for the Bonds. "Tax Increments" also include specific ownership taxes, if and to the extent received by the City in connection with the property tax increment.

Tax Increment Fund: the special fund created by the Resolution into which the Tax Increments are to be deposited by the City.

Term Bonds: Bonds that are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

Trust Bank: a Commercial Bank which is authorized to exercise and is exercising trust powers.

Underwriter: D.A. Davidson & Co., Denver, Colorado.

Section 2. Recitals.

A. The City is a municipal corporation duly organized and existing under its Charter adopted pursuant to Article XX of the Colorado Constitution.

B. The Authority was organized by the City pursuant to the Act as a “downtown development authority” for the purposes of the Act, including the improvement of the Plan of Development Area. The Authority proposed and submitted the Plan to the Council, and the Plan was approved by the Council in the Resolution. The Plan has been modified from time to time by amendments to the Resolution for the purpose of including additional property within the Plan of Development Area and other relevant changes. The Plan provides for a division of taxes pursuant to Section 31-25-807(3) of the Act. The Resolution established the Tax Increment Fund for the deposit of the Tax Increments resulting from such division of taxes.

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

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

E. At the Election, a majority of the qualified electors of the Authority voting thereon authorized the City to issue bonds or other indebtedness not to exceed \$18,000,000, with

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

F. The ballot text submitted to the qualified electors of the Authority at the Election was as follows:

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

G. The City has not previously issued any of the debt authorized at the Election.

H. The Bonds issued for the Project shall be issued with terms such that they meet the requirements of the proposition submitted at the Election.

I. The City does not presently have any debt payable from a pledge of the Pledged Revenues, and the Pledged Revenues may now be pledged lawfully and irrevocably for the payment of the Bonds.

J. The City expects to receive an offer from the Underwriter for the purchase of the Bonds for the purpose of defraying in whole or in part the costs of the Project and the costs of issuing the Bonds.

K. The Council desires to cause the Bonds to be issued, to authorize and direct the application of the proceeds thereof as set forth herein, and to provide security for the payment thereof, all in the manner hereinafter set forth.

L. The Bonds shall be issued pursuant to the provisions of the Constitution and laws of the State, including the Act and the Supplemental Act, the Charter, the Election, this Ordinance, and all other laws thereunto enabling.

M. There is on file in the City offices the proposed forms of the following documents: (i) the Purchase Contract; (ii) the Registrar Agreement; (iii) the Letter of Representations; (iv) the Preliminary Official Statement; and (v) the Continuing Disclosure Certificate.

Section 3. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council and other officers of the City in the creation of the Tax Increment Fund, the pledging of the Tax Increments (to the extent described herein), the implementation of the Project, and the selling and issuing of the Bonds for those purposes are hereby ratified, approved and confirmed.

Section 4. Authorization of Project. The Project is hereby authorized at a cost not to exceed \$10,500,000 (excluding costs to be paid from sources other than the proceeds of the Bonds). The useful life of the Project is not less than 4 years.

Section 5. Authorization of Bonds; Delegation. In accordance with the Constitution and laws of the State, including the Act and the Supplemental Act, the Charter, the Election, and the provisions of this Ordinance, and for the purpose of defraying the costs of the Project, there hereby are authorized to be issued fully registered Tax Increment revenue securities of the City, to be designated "City of Grand Junction, Colorado, Downtown Development Authority Tax Increment Revenue Bonds, Series 2009" in the aggregate principal amount approved by the President or Finance Director in the Sale Certificate, subject to the parameters

and restrictions contained in this Ordinance, to be payable and collectible, both as to principal and interest, from the Pledged Revenues.

Section 6. Bond Details. The Bonds shall be sold at the price indicated in the Sale Certificate and shall be issued in fully registered form (i.e., registered as to payment of both principal and interest), initially registered in the name of Cede & Co. as nominee for DTC, as Depository for the Bonds. The Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual Bond may be issued for more than one maturity and interest rate); provided, however, that Term Bonds may be issued subject to annual sinking fund payments. The Bonds shall be dated as of their date of delivery. The Bonds shall be numbered in the manner determined by the Registrar.

2. The Bonds shall mature, bear interest from their date to maturity, and be sold, as provided in the Sale Certificate: provided that: (i) the aggregate principal amount of the Bonds shall not exceed \$10,500,000; (ii) the net effective interest rate on the Bonds shall not exceed 6.00%; (iii) the Bonds shall mature no later than December 15, 2012; (iv) the Bonds shall be subject to optional redemption, if at all, no later than December 15, 2012; (v) if applicable, the redemption price of the Bonds shall not exceed 100% of the principal amount so redeemed; (vi) the purchase price of the Bonds shall not be less than 99.0% of the original principal amount of the Bonds; (vii) the maximum annual repayment cost of the Bonds shall not exceed \$7,000,000; and (viii) the total repayment cost of the Bonds shall not exceed \$20,000,000.

Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months, payable June 15 and December 15, commencing on the date specified in the Sale Certificate.

3. The principal of and premium, if any, on any Bond, shall be payable to the Registered Owner thereof as shown on the registration books kept by the Registrar upon maturity or prior redemption of the Bonds, upon presentation and surrender at the Principal Operations Office. If any Bond shall not be paid upon such presentation and surrender at

maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full.

Payment of interest on any Bond shall be made to the Registered Owner thereof by check, draft or wire, sent by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to the Registered Owner thereof at his or her address as it last appears on the registration books kept by the Registrar on the Record Date; but, any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Registered Owner thereof on the Record Date and shall be payable to the Person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Registered Owners not less than ten days prior to the Special Record Date by first-class mail to each such Registered Owner as shown on the Registrar's registration books on a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest.

The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Registered Owner of such Bond and the Paying Agent (provided, however, that the City shall not be required to make funds available to the Paying Agent prior to the dates specified in the Registrar Agreement). All such payments shall be made in lawful money of the United States of America, without deduction for services of the Registrar or Paying Agent.

Section 7. Prior Redemption.

A. The Bonds, if any, designated in the Sale Certificate, will be subject to redemption prior to maturity at the option of the City.

B. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times and in the amounts set forth in the Sale Certificate, at a redemption price equal to 100% of the principal amount so redeemed plus accrued interest thereon to the date fixed for redemption. On or before the thirtieth day prior to each sinking fund payment date, the

Registrar will proceed to call the Term Bonds (or any Term Bond or Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 15, and give notice of such call without further instruction or notice from the District.

At its option, to be exercised on or before the sixtieth day next preceding each sinking fund redemption date, the City may (a) deliver to the Registrar for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Registrar at the principal amount thereof on the obligation of the City on such sinking fund redemption date and the principal amount of Term Bonds to be redeemed by operation of such sinking fund on such date will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund redemption date furnish the Registrar with its certificate indicating whether or not and to what extent the provisions of (a) and (b) above are to be availed with respect to such sinking fund payment.

C. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bonds (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the Owner of such Bonds, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

D. Notice of any redemption shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class mail, postage prepaid, not more than 60 days and not less than 30 days prior to the redemption date to the Underwriter and to each Registered Owner of any Bond all or a portion of which is called for redemption at his or her address as it last appears on the registration books kept by the Registrar. Failure to give such notice by mailing to the Registered Owner of any Bond or to the Underwriter, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds.

All official notices of redemption shall be dated and shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds (and, in the case of partial redemption, the respective principal amounts and interest rate) to be redeemed;
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Operations Office of the Paying Agent or such other office as shall be designated by the Paying Agent.

Prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all of the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity and interest rate in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Notwithstanding the provisions of this section, any notice of optional redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the

Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Section 8. Lien on Pledged Revenues; Special Obligations. The Bonds constitute a pledge of, and an irrevocable first lien (but not an exclusive first lien) on all of the Pledged Revenues. The Bonds are equitably and ratably secured by a pledge of and lien on the Pledged Revenues. All of the Bonds, together with the interest accruing thereon shall be payable and collectible solely out of the Pledged Revenues, which are hereby irrevocably so pledged; the registered owner or owners of the Bonds may not look to any general or other fund of the City or the Authority for the payment of the principal of and interest on the Bonds, except the designated special funds and accounts pledged therefor. The Bonds shall not constitute an indebtedness nor a debt within the meaning of the Charter or any State constitutional or statutory provision or limitation; nor shall they be considered or held to be general obligations of the City or the Authority.

The creation, perfection, enforcement, and priority of the Pledged Revenues to secure or pay the Bonds as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The Pledged Revenues, as received by or otherwise credited to the City or the Authority, shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act.

Section 9. Form of Bonds and Registration Panel. The Bonds and the registration panel shall be substantially as follows (provided that any portion of the Bond text may, with appropriate references, be printed on the back of the Bonds), with such omissions, insertions, endorsements, and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

[The remainder of this page intentionally left blank.]

(Form of Bond)

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTY OF MESA

CITY OF GRAND JUNCTION, COLORADO
DOWNTOWN DEVELOPMENT AUTHORITY
TAX INCREMENT REVENUE BOND
SERIES 2009

R- _____			\$ _____
<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
_____ %			

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Grand Junction, in the County of Mesa and State of Colorado (the “City”), for value received, promises to pay to the registered owner specified above, or registered assigns, solely from the special funds provided therefor, the principal amount specified above, on the maturity date specified above, and to pay from said sources interest thereon on June 15 and December 15 of each year, commencing on _____, 200__, at the interest rate per annum specified above, until the principal sum is paid or payment has been provided therefor. This bond will bear interest from the most recent interest payment date to which interest has been paid or provided for, or, if no interest has been paid, from the date of this bond. The principal of this bond is payable upon presentation and surrender hereof to the City’s registrar and paying

agent (the “Registrar” or the “Paying Agent”), initially Zions First National Bank, Denver, Colorado, at its principal operations office located in the City of Grand Junction, Colorado. Interest on this bond will be paid on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), by check or draft mailed to the person in whose name this bond is registered (the “registered owner”) in the registration records of the City maintained by the Registrar at its principal operations office and at the address appearing thereon at the close of business on the last business day of the calendar month next preceding such interest payment date (the “Regular Record Date”). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner hereof at the close of business on a special record date for the payment of any defaulted interest (the “Special Record Date”). Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the bonds of the series of which this is one (the “Bonds”) not less than ten days prior to the Special Record Date. Alternative means of payment of interest may be used if mutually agreed to between the registered owner of any Bond and the Paying Agent, as provided in the ordinance of the City authorizing the issuance of the Bonds (the “Bond Ordinance”). All such payments shall be made in lawful money of the United States of America without deduction for the services of the Paying Agent or Registrar. Terms not otherwise defined herein shall the meanings ascribed to them in the Bond Ordinance. The Bonds are [not] subject to redemption prior to maturity.

The Bonds are issued in fully registered form, in denominations equal to the principal amount of the Bonds maturing on each maturity date. Subject to the aforementioned restriction, the Bonds are transferable only as set forth in the Bond Ordinance.

The City and the Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Bond Ordinance with respect to Regular and Special Record Dates for the payment of interest.

The Bonds are authorized for the purpose of defraying wholly or in part the costs of the Project, for the payment of costs and expenses incidental thereto and to the issuance of the Bonds, all under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including the Act, the Election, and pursuant to the Bond Ordinance duly adopted, published and made a law of the City, all prior to the issuance of this bond. As provided in the Act, this bond and the interest thereon is exempt from taxation by the State of Colorado, except inheritance, estate and transfer taxes. The Bonds are also issued pursuant to the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, of the Colorado Revised Statutes, as amended (the "Supplemental Act"). Pursuant to Section 11-57-210 of the Supplemental Act, this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

The Bonds do not constitute a debt or an indebtedness of the City or the Grand Junction Downtown Development Authority (the "Authority") within the meaning of any applicable charter, constitutional or statutory provision or limitation. This bond shall not be considered or held to be a general obligation of the City, and is payable from, and constitutes a pledge of and an irrevocable first lien (but not an exclusive first lien) on all of the proceeds to be derived by the City from certain pledged revenues (the "Pledged Revenues"), consisting of funds derived from the incremental increase in property tax revenues (including specific ownership taxes, if and to the extent received by the City in connection with the incremental property tax revenues) and a portion of the incremental increase in sales tax revenues (the "Tax Increments") calculated with reference to a base year within the area of the City subject to the Plan of Development for the Authority, and also consisting of the Bond Account, the Tax Increment Fund and investment income thereon, all as more specifically provided in the Bond Ordinance.

The Bonds constitute a pledge of, and an irrevocable first lien on all of the Pledged Revenues. The Bonds are equitably and ratably secured by a pledge of and first lien on the Pledged Revenues.

Payment of the principal of and interest on this bond shall be made from, and as security for such payment there are irrevocably pledged, pursuant to the Bond Ordinance, moneys deposited and to be deposited into the Bond Account, which account the City has covenanted

under the Bond Ordinance to pay from the Pledged Revenues a sum sufficient, together with other moneys available in the Bond Account therefor, to pay when due the principal of and interest on the Bonds and any Additional Bonds. Except as otherwise specified in the Bond Ordinance, this bond is entitled to the benefits of the Bond Ordinance equally and ratably both as to principal and interest with all other Bonds issued and to be issued under the Bond Ordinance, to which reference is made for a description of the rights of the Owners of the Bonds and the rights and obligations of the City. This bond is payable from the Pledged Revenues, and the Owner hereof may not look to any general or other fund of the City or the Authority for the payment of the principal of and interest on this bond except the Pledged Revenues. Reference is made to the Bond Ordinance for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds, the receipt and disposition of the Pledged Revenues, the nature and extent of the security, the terms and conditions under which Additional Bonds payable from the Pledged Revenues may be issued, the rights, duties and obligations of the City, and the rights of the Owners of the Bonds; and by the acceptance of this bond the registered owner hereof assents to all provisions of the Bond Ordinance. The principal of and the interest on this bond shall be paid, and this bond is transferable, free from and without regard to any equities between the City and the original or any intermediate Owner hereof or any setoffs or cross-claims.

FOR PURPOSES OF SECTION 265(b)(3)(B) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE CITY HAS DESIGNATED THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS.

This bond must be registered in the name of the registered owner as to both principal and interest on the registration records kept by the Registrar at its Principal Operations Office in conformity with the provisions stated herein and endorsed herein and subject to the terms and conditions set forth in the Bond Ordinance. No transfer of this bond shall be valid unless made in accordance with the restrictions set forth herein and in the Bond Ordinance and on the registration records maintained at the Principal Operations Office of the Registrar by the registered owner or his attorney duly authorized in writing.

It is further certified and recited that all the requirements of law have been fully complied with by the proper City officers in the issuance of this bond.

This bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN TESTIMONY WHEREOF, the City Council of the City of Grand Junction has caused this bond to be signed and executed in its name with a manual or facsimile signature of the President of the City Council, and to be signed, executed and attested with a manual or facsimile signature of the City Clerk, with a manual or facsimile impression of the seal of the City affixed hereto, all as of the date specified above.

(Manual or Facsimile Signature)
President of the City Council

(MANUAL OR FACSIMILE SEAL)

Attest:

(Manual or Facsimile Signature)
City Clerk

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication)

This is one of the Bonds described in the within-mentioned Bond Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

Date of Authentication
and Registration: _____

ZIONS FIRST NATIONAL BANK
as Registrar

By: _____
Authorized Officer

(End of Form of Registrar's Certificate of Authentication)

(Form of Assignment)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the registration records of the Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

(Firm or Bank)

Authorized Signature

Name and Address of transferee:

Social Security or other tax
identification number of transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment)

(Form of Prepayment Panel)

The following installments of principal (or portion thereof) of this bond have been prepaid in accordance with the terms of the Bond Ordinance authorizing the issuance of this bond.

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of the Depository</u>

(End of Form of Prepayment Panel)

Section 10. Negotiability. Subject to the registration provisions hereof, the Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Owner or Owners thereof shall possess all rights enjoyed by the holders or owners of negotiable instruments under the provisions of the Uniform Commercial Code-Investment Securities. The principal of and interest on the Bonds shall be paid, and the Bonds shall be transferable, free from and without regard to any equities between the City and the original or any intermediate owner of any Bonds or any setoffs or cross-claims.

Section 11. Execution. The Bonds shall be executed in the name and on behalf of the City by the signature of the President, shall be sealed with a manual or facsimile impression of the seal of the City and attested by the signature of the City Clerk. Each Bond shall be authenticated by the manual signature of an authorized officer or employee of the Registrar as hereinafter provided. The signatures of the President and the City Clerk may be by manual or facsimile signature. The Bonds bearing the manual or facsimile signatures of the officers in office at the time of the authorization thereof shall be the valid and binding obligations of the City (subject to the requirement of authentication by the Registrar as hereinafter provided), notwithstanding that before the delivery thereof and payment therefor or before the issuance of the Bonds upon transfer, any or all of the persons whose manual or facsimile signatures appear thereon shall have ceased to fill their respective offices. The President and the City Clerk shall, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures any facsimiles thereof appearing on the Bonds. At the time of the execution of the signature certificate, the President and the City Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form provided, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by the Registrar if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially

delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to the provisions of this Ordinance.

Section 11. Registration and Transfer.

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar, which is hereby appointed by the City as registrar (i.e., transfer agent) for the Bonds. Upon the surrender for transfer of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall enter such transfer on the registration records and shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series, of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. The Registrar may impose reasonable charges in connection with such transfers of Bonds, which charges (as well as any tax or other governmental charge required to be paid with respect to such transfer) shall be paid by the registered owner requesting such transfer.

B. The person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute Owner thereof for the purpose of making payment thereof and for all other purposes; except as may be otherwise provided in Section 6 hereof with respect to payment of interest; and, subject to such exception, payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it and the City may reasonably require, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed, or mutilated Bond shall have matured or is

about to become due and payable, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

D. The officers of the City are authorized to deliver to the Registrar fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the City.

Section 13. Book Entry.

A. Notwithstanding any contrary provision of this Ordinance, the Bonds initially shall be evidenced by one Bond for each maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds of such maturity and interest rate. Such initially delivered Bonds shall be registered in the name of “Cede & Co.” as nominee for DTC, the Depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of DTC or its nominee, which successor must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of DTC or a successor or new Depository under clause (1) or this clause (2) of this subsection A, or a determination by the Council that DTC or such successor or a new Depository is no longer able to carry out its functions, and the designation by the Council of another Depository acceptable to the Council and to the Depository then holding the Bonds, which new Depository must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of DTC or such successor new Depository; or

(3) upon the resignation of DTC or a successor or new Depository under clause (1) above or the designation of a new Depository pursuant to clause (2) above, or a determination of the Council that DTC or such successor or Depository is no longer able to carry out its functions, and the failure by the Council, after reasonable investigation, to locate another Depository under clause (2) to carry out such Depository functions.

B. In the case of a transfer to a successor of DTC or its nominee as referred to in clause (1) or (2) of subsection A hereof, upon receipt of the Outstanding Bonds or by the Registrar together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity and interest rate of the Bonds then Outstanding shall be issued to such successor or new Depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of subsection A hereof and the failure after reasonable investigation to locate another qualified Depository for the Bonds as provided in clause (3) of subsection A hereof, and upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof, registered in the names of such Persons, and in such authorized denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The Council and the Registrar shall be entitled to treat the Registered Owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Council and the Registrar shall have no responsibility for transmitting payments or notices to the Beneficial Owners of the Bonds held by DTC or any successor or new Depository named pursuant to subsection A hereof.

D. The Council and the Registrar shall endeavor to cooperate with DTC or any successor or new Depository named pursuant to clause (1) or (2) of subsection A hereof in effectuating payment of the principal amount of the Bonds upon maturity or prior redemption by

arranging for payment in such a manner that funds representing such payments are available to the Depository on the date they are due.

E. Upon any partial redemption of any of the Bonds, Cede & Co. (or its successor) in its discretion may request the City to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Registrar prior to payment. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

Section 14. Delivery of Bonds and Disposition of Proceeds. When the Bonds have been duly executed by appropriate City officers and authenticated by the Registrar, the City shall cause the Bonds to be delivered to the Underwriter on receipt of the agreed purchase price. The Bonds shall be delivered in such denominations as the Underwriter shall direct (but subject to the provisions of Section 13 hereof), and the Registrar shall initially register the Bonds in the name of "Cede & Co.," as nominee of DTC.

The proceeds of the Bonds shall be deposited promptly by the City and shall be accounted for in the following manner and are hereby pledged therefor, but the Underwriter of the Bonds or any subsequent Owner in no manner shall be responsible for the application or disposal by the City or any of its officers of any of the funds derived from the sale:

All proceeds of the Bonds shall be credited to the "City of Grand Junction, Colorado, Downtown Development Authority 2009 Tax Increment Project Fund," hereby created, to be used for the Project and for the costs of issuance of the Bonds. After payment of all costs of the Project and costs of issuance of the Bonds, or after adequate provision therefor is made, any unexpended balance of the proceeds of the Bonds shall be deposited in the Bond Account and applied to the payment of the principal of and interest on the Bonds.

Section 15. Use of Pledged Revenues. So long as any Bonds shall be Outstanding, either as to principal or interest, all Pledged Revenues in the Tax Increment Fund shall be applied as described below:

A. Bond Account. A special account is hereby created and designated as the “City of Grand Junction, Colorado, Downtown Development Authority 2009 Tax Increment Revenue Bond Account” (the “Bond Account”). The Bond Account shall be held, administered and distributed by the City in accordance with the terms of this Ordinance. The Pledged Revenues remaining in the Tax Increment Fund shall be credited immediately to the Bond Account until the total amount accumulated therein is equal to the sum of the following:

(1) Interest payments. The aggregate amount of the next maturing installment of interest on the Bonds, plus

(2) Principal payments. The aggregate amount of the next maturing installment of principal of the Bonds.

Once there has been accumulated in the Bond Account the entire amount necessary for the payment of principal of and interest on the Bonds in the current Fiscal Year, no moneys need be deposited in the Bond Account until the following Fiscal Year. The moneys in the Bond Account shall be used only to pay the principal of, prior redemption premium, if any, and interest on the Bonds as the same becomes due.

A similar bond account shall be created for any series of Additional Bonds and payments into such account shall be made contemporaneously with and have the same priority as payments into the Bond Account created hereunder.

B. Termination Upon Deposits to Maturity. No payment need be made into the Bond Account if the amount in the Bond Account totals a sum at least equal to the entire amount of the Outstanding Bonds, both as to principal and interest to their respective maturities, in which case moneys in the Bond Account in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue, and any moneys in excess thereof in the Bond Account may be withdrawn and used for any lawful purpose.

C. Defraying Delinquencies in Bond Account. If on any required payment date the City shall for any reason not have in the Bond Account the full amount above stipulated,

then the City shall deposit into the Bond Account from the first Pledged Revenues thereafter received and not required to be applied otherwise by this Section (but excluding any payments required for any obligations subordinate to the Bonds) an amount equal to the difference between the amount then on deposit in the Bond Account and the amount needed to make the payments due on said payment date.

In the event that said first moneys credited to the Tax Increment Fund have been insufficient during a given Fiscal Year to meet the principal and interest requirements on the Bonds to be paid during said Fiscal Year, then during the month of December of said Fiscal Year, the City may at its option and sole discretion, transfer to the Bond Account from surplus legally available funds a sum equal to the amount needed to meet said debt service requirements due and owing on the Bonds. The City intends to include the question of whether to so replenish the Bond Account on its agenda in December of any Fiscal Year for which the balance of the Bond Account is inadequate to meet said debt service requirements. If and to the extent the City decides to replenish the Bond Account from surplus legally available funds, all such City moneys deposited into the Bond Account shall be deemed a loan to the Tax Increment Fund, to be paid back on an annually subordinate basis pursuant to Section 15E as a “subordinate obligation.”

The moneys in the Bond Account shall be used solely for the purpose of paying the principal of, redemption premium, if any, and the interest on the Bonds; provided, that any moneys in the Bond Account in excess of accrued and unaccrued principal and interest requirements to the respective maturities of the Outstanding Bonds, and not needed for rebate to the United States government, may be used as provided in paragraphs E and F of this Section.

D. Reserve Account. Next, there shall be deposited into any reserve account created in connection with the issuance of any Additional Bonds such amounts as are required to be deposited, if any, by the ordinance authorizing such Additional Bonds. A reserve account may be created for any series of Additional Bonds and payments into such account shall be made contemporaneously with payments made into the reserve funds for any other series of Additional Bonds outstanding.

E. Rebate Account. Next, there shall be deposited in a special account hereby created and to be known as the “City of Grand Junction, Colorado, Downtown Development

Authority 2009 Tax Increment Revenue Bonds Rebate Account” (the “Rebate Account”) amounts required by Section 148(f) of the Tax Code to be held until such time as any required rebate payment is made. Amounts in the Rebate Account shall be used for the purpose of making the payments to the United States required by Section 148(f) of the Tax Code. Any amounts in excess of those required to be on deposit therein by Section 148(f) of the Tax Code shall be withdrawn therefrom and deposited into the Bond Account. Funds in the Rebate Account shall not be subject to the lien created by this Ordinance to the extent such amounts are required to be paid to the United States Treasury. A similar rebate account may be created for any series of Additional Bonds and payments into such account shall have the same priority as payments into the Rebate Account created hereunder.

F. Payment for Subordinate Obligations. After the payments required by paragraphs A, C and D of this Section, the Pledged Revenues shall be used by the City for the payment of interest on and principal of any obligations secured by Pledged Revenues subordinate to the lien of the Bonds (including the repayment of any City loan to replenish the Bond Account), hereafter authorized to be issued, including reasonable reserves therefor.

G. Use of Remaining Revenues. After making the payments required to be made by this Section, any remaining Pledged Revenues may be used for any lawful purpose. Without limiting the foregoing, to the extent permitted by law, the City is hereby authorized to transfer any and all remaining Pledged Revenues which constitute investment income on moneys in the Tax Increment Fund to the Authority to be used for administrative expenses.

Section 16. General Administration of Accounts. The accounts designated in Sections 14 and 15 hereof and the Tax Increment Fund shall be administered as follows subject to the limitations stated in Section 19K hereof:

A. Budget and Appropriation of Accounts. The sums provided to make the payments specified in Section 15 hereof are hereby appropriated for said purposes, and said amounts for each year shall be included in the annual budget and the appropriation ordinance or measures to be adopted or passed by the Council in each year respectively while any of the Bonds, either as to principal or interest, are Outstanding and unpaid.

B. Places and Times of Deposits. Each of the special accounts created in Sections 14 and 15 hereof and the Tax Increment Fund shall be maintained as a book account kept separate and apart from all other accounts or funds of the City as trust accounts solely for the purposes herein designated therefor. For purposes of investment of moneys, nothing herein prevents the commingling of moneys accounted for in any two or more such book accounts pertaining to the Pledged Revenues or to such accounts and any other funds of the City to be established under this Ordinance. Moneys in any such book account shall be continuously secured to the fullest extent required by the laws of the State for the securing of public accounts. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall be a Saturday, a Sunday or a legal holiday, then such payment shall be made on or before the next preceding Business Day.

C. Investment of Accounts. Any moneys in any account established by Sections 14 and 15 hereof and the Tax Increment Fund may be invested or reinvested in any Permitted Investment. Securities or obligations purchased as such an investment shall either be subject to redemption at any time at face value by the holder thereof at the option of such holder, or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the account in question. Securities or obligations so purchased as an investment of moneys in any such account shall be deemed at all times to be a part of the applicable account. The City shall present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given account whenever it shall be necessary to do so in order to provide moneys to meet any required payment or transfer from such account. The City shall have no obligation to make any investment or reinvestment hereunder, unless any moneys on hand and accounted for in any one account exceed \$5,000 and at least \$5,000 therein will not be needed for a period of not less than 60 days. In such event the City shall invest or reinvest not less than substantially all of the amount which will not be needed during such 60-day period, except for any moneys on deposit in an interest-bearing account in a Commercial Bank, without regard to whether such moneys are evidenced by a certificate of deposit or otherwise, pursuant to this Section 16C and Section 16E hereof; but the City is not

required to invest, or so to invest in such a manner, any moneys accounted for hereunder if any such investment would contravene the covenant concerning arbitrage in Section 19K hereof.

D. No Liability for Losses Incurred in Performing Terms of Ordinance.

Neither the City nor any officer of the City shall be liable or responsible for any loss resulting from any investment or reinvestment made in accordance with this Ordinance.

E. Character of Funds. The moneys in any fund or account herein authorized shall consist of lawful money of the United States or investments permitted by Section 16C hereof or both such money and such investments. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit of a Commercial Bank pursuant to Section 16C hereof, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 17. Additional Bonds.

A. Limitations Upon Issuance of Additional Bonds. Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of Additional Bonds payable from and constituting a lien upon the Pledged Revenues on a parity with the lien of the Bonds; but before any such Additional Bonds are authorized or actually issued (excluding any parity refunding securities refunding the Bonds or a part thereof, as provided in Section 18 hereof), the following provisions B through F must all first be satisfied.

B. Absence of Default. At the time of the adoption of the supplemental ordinance or other instrument authorizing the issuance of the Additional Bonds, the City shall not be in default in making any payments required by Section 15 hereof.

C. Historic Revenues Test. The Tax Increments constituting Pledged Revenues, as certified by the Finance Director, received in the last complete Fiscal Year immediately preceding the date of the issuance of such Additional Bonds, shall have been sufficient to pay an amount at least equal to 100% of the sum derived by adding the following: (i) the Average Annual Debt Service for the Outstanding Bonds and (ii) the Average Annual Debt Service for the Additional Bonds proposed to be issued.

D. Adjustment of Historic Revenues. In the computation of the historic revenues test in Section 17 hereof, the amount of the Tax Increments constituting Pledged

Revenues for such Fiscal Year may be increased by the amount of gain which will result from any increase in the amount of the assessed valuation of taxable property within the Plan of Development Area, or the mill levy or percentage of sales tax which will be applied in the City during that Fiscal Year as provided in final ordinances, certifications, or resolutions of the City or county or other taxing authority, approved if required by the electors, providing for such increase.

E. Adequate Reserves. The City may, at its option, provide for the creation and maintenance of a reserve fund in connection with the issuance of any Additional Bonds.

F. Reduction of Annual Requirements. The respective annual debt service requirements set forth in Section 17 hereof (including as such a requirement, the amount of any prior redemption premiums due on any redemption date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of bonds or securities for redemption) shall be reduced to the extent such debt service requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank located within or without the State, including the known minimum yield from any investment of such moneys in Governmental Obligations and bank deposits, including any certificate of deposit.

G. Certification of Revenues. In the case of the computation of the revenue tests provided in Section 17C hereof and when adjusted in the manner provided in Section 17D hereof, the specified and required written certification by the Finance Director that such annual revenues are sufficient to pay such amounts as provided in Section 17C hereof shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver Additional Bonds on a parity with the then Outstanding Bonds.

H. Subordinate Securities Permitted. Nothing herein prevents the City from issuing additional bonds or other additional securities for any lawful purpose payable from the Pledged Revenues having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

I. Superior Securities Prohibited. Nothing herein permits the City to issue bonds or other securities payable from the Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

Section 18. Refunding Obligations.

A. Generally. If at any time after the Bonds, or any part thereof, shall have been issued and remain Outstanding, the City shall find it desirable to refund any Outstanding obligations payable from the Pledged Revenues, said obligations, or any part thereof, may be refunded, subject to the provisions of paragraph B of this Section, if (1) the obligations to be refunded, at the time of their required surrender for payment, shall then mature or shall then be callable for prior redemption at the City's option upon proper call, or (2) the owners of the obligations to be refunded consent to such surrender and payment.

B. Protection of Obligations Not Refunded. Any refunding obligations payable from the Pledged Revenues shall be issued with such details as the Council may provide, so long as there is no impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of obligations payable from the Pledged Revenues; but so long as any Bonds are Outstanding, refunding obligations payable from the Pledged Revenues may be issued on a parity with the unrefunded Bonds only if:

(1) Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded Bonds; or

(2) Requirements. The refunding obligations do not increase by more than \$25,000, for any Fiscal Year prior to and including the last maturity date of any unrefunded Bonds, the aggregate principal and interest requirements evidenced by such refunding obligations and by any Outstanding Bonds not refunded, and the lien of any refunding parity obligations on the Pledged Revenues is not raised to a higher priority than the lien thereon of any obligations thereby refunded; or

(3) Earnings Tests. The refunding obligations are issued in compliance with Section 17 hereof.

Section 19. Protective Covenants. The City hereby additionally covenants and agrees with each and every Owner of the Bonds that:

A. Use of Bond Proceeds. The City will proceed with the Project without delay and with due diligence.

B. Payment of Bonds. The City will promptly pay the principal of and interest on every Bond issued hereunder and secured hereby on the dates and in the manner specified herein and in said Bonds according to the true intent and meaning hereof. Such principal and interest is payable solely from the Pledged Revenues.

C. Amendment of the Resolution; Continuance and Collection of Taxes. The Resolution is now in full force and effect and has not been repealed or amended.

Unless required by law, the City shall not make any further modification of the Resolution or the Plan which would reduce the Tax Increments deposited or to be deposited in the Tax Increment Fund or otherwise materially impair the pledged security for the Bonds unless the required consent is obtained, all as provided in Section 28 hereof.

The City shall maintain the Tax Increment Fund as a fund of the City separate and distinct from all other funds of the City and immediately upon receipt or collection of the Tax Increments shall deposit the Tax Increments (less 20% of the Tax Increments originating from sales tax revenues for a portion of the Plan of Development Area and 30% of such increments from another portion of the Plan of Development Area as provided in Grand Junction City Resolution No. 28-83) into said fund.

The City shall take all reasonable action necessary to collect delinquent payments of the ad valorem and sales taxes owing from the Plan of Development Area or to cause such delinquent payments to be collected.

The foregoing covenants are subject to compliance by the City with its Charter, any legislation of the United States or the State or any regulation or other action taken by the federal government or any State agency or any political subdivision of the State pursuant to such legislation, in the exercise of the police power thereof or the public welfare, which legislation, regulation or action applies to the City as a Colorado municipality and limits or otherwise inhibits the amount of such tax revenues due to the City. All of the Tax Increments (less 20% of the Tax Increments originating from sales tax revenues for a portion of the Plan of Development Area and 30% of such increments from another portion of the Plan of Development Area as provided in Grand Junction City Resolution No. 28-83) shall be subject to the payment of the debt service requirements of all Bonds payable from the Pledged Revenues and the Tax

Increment Fund, including reserves therefor if any, as provided herein or in any instrument supplemental or amendatory hereto.

D. Defense of Legality of Application and Use of Tax Increments. There is not pending or threatened any suit, action or proceeding against or affecting the City before or by any court, arbitrator, administrative agency or other governmental authority which affects the validity or legality of this Ordinance, the Resolution, or the imposition and collection of the Tax Increments, any of the City's obligations under this Ordinance or any of the transactions contemplated by this Ordinance or the Resolution.

The City shall, to the extent permitted by law, defend the validity and legality of the collection of the Tax Increments and any taxes contributing thereto, this Ordinance and the Resolution, and all amendments thereto against all claims, suits and proceedings which would diminish or impair the Pledged Revenues or Tax Increment Fund as security for the Bonds.

Except as specified in this Ordinance, the City has not assigned or pledged the Pledged Revenues or Tax Increment Fund in any manner which would diminish the security for the payment of the Bonds.

E. Further Assurances. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance. The City, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of said Pledged Revenues and other funds and accounts pledged hereunder and all the rights of every Owner of any of the Bonds against all claims and demands of all Persons whomsoever.

F. Conditions Precedent. Upon the issuance of any of the Bonds, all conditions, acts and things required by the Constitution or laws of the United States, the Constitution or laws of the State, the Charter or this Ordinance to exist, to have happened, and to

have been performed precedent to or in the issuance of the Bonds shall exist, have happened and have been performed, and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the Constitution or laws of the United States, the Constitution or laws of the State or the Charter.

G. Records. So long as any of the Bonds remain Outstanding, proper books of record and account will be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues and the accounts created or continued by this Ordinance.

H. Audits. The City further agrees that it will cause an audit of such books and accounts to be made by a certified public accountant, who is not an employee of the City, showing the Pledged Revenues. The City agrees to allow the Owner of any of the Bonds to review and copy such audits and reports, at the City's offices, at his request. Copies of such audits and reports will be furnished to the Underwriter.

I. Performing Duties. The City will faithfully and punctually perform or cause to be performed all duties with respect to the Pledged Revenues required by the Charter and the Constitution and laws of the State and the ordinances and resolutions of the City, including but not limited to the segregation of the Pledged Revenues as set forth in Section 15 hereof and their application to the respective accounts herein designated.

J. Other Liens. As of the date of issuance of the Bonds, there are no liens or encumbrances of any nature whatsoever on or against any of the Pledged Revenues.

K. Tax Covenants. The City covenants for the benefit of the Registered Owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, or (iii) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law. The foregoing covenant shall remain in

full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

L. Bank Qualification. The City hereby determines that neither the City nor any entity subordinate thereto reasonably anticipates issuing more than \$30,000,000 face amount of tax-exempt governmental bonds (excluding private activity bonds) or any other similar obligations during calendar year 2009, which obligations are taken into account in determining if the City can designate the Bonds as qualified tax-exempt obligations as provided in the following sentence. For the purpose of Section 265(b)(3)(B) of the Code, the City hereby designates the Bonds as qualified tax-exempt obligations.

M. City's Existence. The City will maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another political subdivision by operation of law succeeds to the duties, privileges, powers, liabilities, disabilities, immunities and rights of the City and is obligated by law to receive and distribute the Pledged Revenues in place of the City, without materially adversely affecting the privileges and rights of any Owner of any Outstanding Bonds.

N. Continuing Disclosure. The City covenants for the benefit of the Owners, including Beneficial Owners, that it will comply with the Continuing Disclosure Certificate which will be executed by City officers in connection with the delivery of the Bonds. Any Owner, or, so long as the Bonds are registered in the name of the Depository, any Beneficial Owner, may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligation under this subsection; provided that the City shall incur no pecuniary liability for failure to comply with this subsection.

O. Prompt Collections. The City will cause the Pledged Revenues to be collected promptly and accounted for in the accounts as herein provided.

P. Surety Bonds. Each official of the City having custody of the Pledged Revenues, or responsible for their handling, shall be fully bonded at all times, which bond shall be conditioned upon the proper application of such money.

Q. Prejudicial Contracts and Action Prohibited. No contract will be entered into, nor will any action be taken, by the City by which the rights and privileges of any Owner are impaired or diminished.

R. Fund Balance Covenant. The City covenants to maintain a fund balance in the Tax Increments Fund equal to \$920,602 until December 15, 2010, and to maintain a fund balance in the Tax Increments Fund in each fiscal year thereafter for so long as the Bonds are outstanding equal to the greater of (1) the difference between the Tax Increments received for the prior fiscal year and 110% of the principal of and interest on the Bonds due in such fiscal year or (2) \$680,000. Moneys in the Tax Increments Fund subject to this covenant shall be available to pay principal and interest on the Bonds at all times and shall be transferred to the Bond Account and used to pay debt service on the Bonds in the event such funds are needed for such purpose.

Section 20. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or redemption date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 7 hereof notice of redemption of such Bond on said redemption date, such notice to be given in accordance with the provisions of Section 7 hereof, (b) there shall have been deposited with the Paying Agent or a commercial bank exercising trust powers either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other commercial bank exercising trust powers at the same time, shall be sufficient to pay when due the principal of, premium if any, and interest due and to become due on said Bond on and prior to the redemption date or maturity date thereof, as the case may be,

and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 7 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other commercial bank exercising trust powers and that payment of said Bond has been provided for in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of, premium if any, and interest of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other commercial bank exercising trust powers pursuant to this section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, premium if any, and interest of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the principal of, premium if any, and interest to become due on said Bond on or prior to such redemption date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other commercial bank exercising trust powers.

The release of the obligations of the City under this section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this section with respect to all Bonds Outstanding, this Ordinance may be discharged in accordance with the provisions of this section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal

Securities deposited with the Paying Agent or other commercial bank exercising trust powers as provided in this Section.

Section 21. Further Authority. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limiting the generality of the foregoing; the printing of the Bonds and the execution of such certificates as may be required by the Underwriter, including, but not necessarily limited to, the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 22. Events of Default. Each of the following events is hereby declared an “event of default:”

A. Nonpayment of Principal. If payment of the principal of any of the Bonds shall not be made when the same shall become due and payable at maturity; or

B. Nonpayment of Interest. If payment of any installment of interest on the Bonds shall not be made when the same becomes due and payable; or

C. Incapable to Perform. If the City shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

D. Default of Any Provision. If the City shall default in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or in this Ordinance on its part to be performed, other than those delineated in paragraphs A and B of this Section, and if such default shall continue for 60 days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding.

Section 23. Remedies. Upon the happening and continuance of any event of default as provided in Section 22 hereof, the Owner or Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds, or a trustee therefor, may protect and enforce their rights hereunder by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, the appointment of a receiver (the consent of such appointment being hereby granted), injunctive relief, or requiring the Council to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall

be maintained for the equal benefit of all Owners of Bonds. The failure of any Owner to proceed does not relieve the City or any Person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other right available to the Owners of Bonds and the exercise of any right by any Owner shall not be deemed a waiver of any other right.

Section 24. Duties Upon Default. Upon the happening of any of the events of default as provided in Section 22 hereof, the City, in addition, will do and perform all proper acts on behalf of and for the Owners of the Bonds to protect and preserve the security created for the payment of the Bonds and to insure the payment of the principal of and interest on said Bonds promptly as the same become due. Proceeds derived from the Pledged Revenues, so long as any of the Bonds herein authorized, either as to principal or interest, are Outstanding and unpaid, shall be paid into the Bond Account, pursuant to the terms hereof and to the extent provided herein, and used for the purposes herein provided. In the event the City fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of such Owners as hereinabove provided.

Section 25. Approvals, Authorizations, and Amendments. The forms of the Purchase Contract, the Registrar Agreement, the Letter of Representations, and the Continuing Disclosure Certificate are hereby approved. The City shall enter into and perform its obligations under the Purchase Contract, the Registrar Agreement, the Letter of Representations, and the Continuing Disclosure Certificate in the forms of each of such documents as on file with the City, with only such changes therein as are not inconsistent herewith. The President is hereby authorized and directed to execute the Registrar Agreement, the Letter of Representations, and the Continuing Disclosure Certificate. The City Clerk is hereby authorized to attest and to affix the seal of the City, as necessary, to this Ordinance, the Purchase Contract, the Registrar Agreement, and the Continuing Disclosure Certificate, and the President and the City Clerk are further authorized to execute, attest, seal and authenticate such other documents, instruments or certificates as are deemed necessary or desirable by bond counsel in order to issue and secure the Bonds. Such documents are to be executed in substantially the forms hereinabove approved, provided that such documents may be completed, corrected or revised as deemed necessary by

the parties thereto in order to carry out the purposes of this Ordinance. Copies of all of the documents shall be delivered, filed and recorded as provided therein.

Either the President or the Finance Director has the authority to accept the proposal of the Underwriter to purchase the Bonds and to execute the Purchase Contract and the Sale Certificate in connection therewith, as well as the authority to make determinations in relation to the Bonds contained in the Sale Certificate subject to the parameters and restrictions contained in Section 6 hereof.

The proper officers of the City are hereby authorized and directed to prepare and furnish to bond counsel certified copies of all proceedings and records of the City relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

Section 26. Replacement of Registrar or Paying Agent. The Registrar or Paying Agent may resign at any time on 30 days' prior written notice to the City. The City may remove said Registrar or Paying Agent upon 30 days' prior written notice to the Registrar and/or Paying Agent, as the case may be. No resignation or removal of the Registrar or Paying Agent shall take effect until a successor has been appointed; provided, that if no successor is appointed by the end of 90 days, the Paying Agent or Registrar may petition a court of competent jurisdiction to appoint a successor. If the Registrar or Paying Agent initially appointed shall resign, or if the City shall remove said Registrar or Paying Agent, the City may, upon notice mailed to each Registered Owner of any Bond, at the address last shown on the registration books, appoint a successor Registrar or Paying Agent, or both. Every such successor Registrar or Paying Agent shall be a bank or trust company located in and in good standing in the United States and having

a shareowners' equity (e.g., capital stock, surplus and undivided profits), however denominated, not less than \$10,000,000 or shall be an officer of the City. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

Any company or national banking association into which the Registrar or Paying Agent may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Registrar or Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to such Registrar or Paying Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 27. Official Statement. The distribution and use of the Preliminary Official Statement is in all respects hereby ratified, approved and confirmed. The Underwriter is authorized to prepare or cause to be prepared, and the President is authorized and directed to approve, on behalf of the City, a final Official Statement for use in connection with the offering and sale of the Bonds. The execution of a final Official Statement by the President shall be conclusively deemed to evidence the approval of the form and contents thereof by the City.

Section 28. Amendment. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the Owners of the Bonds and shall be and remain irrevocable until the Bonds and the interest thereon have been fully paid, satisfied and discharged.

A. The City may, without the consent of, or notice to the Owners of the Bonds, adopt such ordinances supplemental hereto (which supplemental amendments shall thereafter form a part hereof) for any one or more or all of the following purposes:

(1) to cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Ordinance, or to make any provisions with respect to matters arising under this Ordinance or for any other purpose if such provisions are

necessary or desirable and do not materially adversely affect the interests of the Owners of the Bonds;

(2) to subject to the lien of this Ordinance additional revenues, properties or collateral;

(3) to grant or confer upon the Registrar for the benefit of the registered owners of the Bonds any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the registered owners of the Bonds; or

(4) to qualify this Ordinance under the Trust Indenture Act of 1939, as amended.

B. Exclusive of the amendatory ordinances permitted by paragraph A of this Section, this Ordinance may be amended or supplemented by ordinance adopted by the Council in accordance with the law, without receipt by the City of any additional consideration but with the written consent of the Owners of at least 66% in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance; provided, however, that, without the written consent of the Owners of all of the Bonds adversely affected thereby, no such ordinance shall have the effect of permitting:

(1) An extension of the maturity of any Bond authorized by this Ordinance; or

(2) A reduction in the principal amount of any Bond or the rate of interest thereon; or

(3) The creation of a lien upon or pledge of Pledged Revenues ranking prior to the lien or pledge created by this Ordinance; or

(4) A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or

(5) The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Ordinance; or

(6) The modification of or otherwise affecting the rights of the Owners of less than all of the Bonds then Outstanding.

Section 29. No Recourse Against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bonds. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any Person purchasing or selling such Bond specifically waives any such recourse.

Section 30. Severability. If any one or more sections, sentences, clauses or parts of this Ordinance shall for any reason be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses or parts of this Ordinance so held unconstitutional or invalid, and the inapplicability and invalidity of any section, sentence, clause or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.

Section 31. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bonds shall contain a recital that they are issued pursuant to the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 32. Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 33. Ordinance Irrepealable. After any of the Bonds herein authorized are issued, this Ordinance shall constitute a contract between the City and the Owners of the Bonds, and shall be and remain irrepealable until the Bonds and interest thereon shall be fully paid, canceled and discharged as herein provided.

Section 34. Disposition of Ordinance. This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City.

The adoption and publication shall be authenticated by the signatures of the President and City Clerk, and by the certificate of publication.

Section 35. Effective Date. This Ordinance shall be in full force and effect 30 days after publication following final passage.

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INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM this 3rd day of August, 2009.

CITY OF GRAND JUNCTION, COLORADO

[S E A L]

President of the City Council

Attest:

City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2009.

CITY OF GRAND JUNCTION, COLORADO

[S E A L]

President of the City Council

Attest:

City Clerk

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

I, Stephanie Tuin, the City Clerk of the City of Grand Junction, Colorado (the “City”) and Clerk to the City Council of the City (the “Council”), do hereby certify that:

1. The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) which was introduced, passed on first reading and ordered published in full by the Council at a regular meeting thereof held on August 3, 2009 and was duly adopted and ordered published in full by the Council at a regular meeting thereof held on August 17, 2009, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of August 3, 2009, by an affirmative vote of a majority of the members of the Council as follows:

Councilmember	Voting “Aye”	Voting “Nay”	Absent	Abstaining
Bruce Hill	X			
Teresa Coons	X			
Bonnie Beckstein	X			
Tom Kenyon	X			
Gregg Palmer			X	
Bill Pitts	X			
Linda Romer Todd	X			

3. The Ordinance was duly moved and seconded and the Ordinance was finally passed on second reading at the meeting of August 17, 2009, by an affirmative vote of a majority of the members of the Council as follows:

Councilmember	Voting "Aye"	Voting "Nay"	Absent	Abstaining
Bruce Hill				
Teresa Coons				
Bonnie Beckstein				
Tom Kenyon				
Gregg Palmer				
Bill Pitts				
Linda Romer Todd				

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

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

6. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Ordinance.

7. Notices of the meetings of August 3, 2009 and August 17, 2009 in the forms attached hereto as Exhibit A were posted at City Hall in accordance with law.

8. The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on August ____, 2009 and August ____, 2009 as required by the City Charter. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

WITNESS my hand and the seal of the City affixed this ____ day of August, 2009.

City Clerk and Clerk to the Council

[S E A L]

EXHIBIT A

(Attach Notices of Meetings of August 3, 2009 and August 17, 2009)

EXHIBIT B
(Attach Affidavits of Publication)



Date: August 11, 2009

Author: Stephanie Tuin

Title/ Phone Ext: City Clerk 1511

Proposed Schedule: 1st

reading August 3, 2009

2nd Reading

Attach 18
Public Hearing—Cross Referencing Old Municipal
Code Numbering with New Numbering System
CITY COUNCIL AGENDA ITEM

Subject: Cross Reference Old Municipal Code Numbering with New Numbering System to Allow the Transition between the Two Systems
File # (if applicable): NA
Presenters Name & Title: John Shaver, City Attorney Stephanie Tuin, City Clerk

Executive Summary:

Staff has been working on reorganizing and renumbering of the Municipal Code and other reference documents such as the Zoning and Development Code, the various manuals (SSID, TEDS and SWMM), the various neighborhood and corridor plans and other important previously approved documents in order to have them on the internet for easy public access. At this point, the work is close enough to completion that a transition ordinance is in order to allow any reference to the current Code (soon to be Old Code) to apply to the newly numbered Code (soon to be New Code).

How this item relates to the draft Comprehensive Plan Goals and Polices:

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

Completion of this project will meet the City Council goal of providing services to our diverse population by allowing 24/7 searchable access to the City’s legislative documents on the internet.

Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance

Board or Committee Recommendation:

None.

Financial Impact/Budget:

This has been an ongoing contract with a not to exceed amount of \$100,000. So far we have spent about \$29,189 on the project. The original budget included printing of several volumes but at this time are planning only a very few in hard copy. \$40,000 is in the budget this year to complete the project.

The annual maintenance fee will be around \$8,000 annually.

Legal issues:

The ordinance will clarify any question on the use of the old numbering system still being applicable.

Other issues:

None.

Previously presented or discussed:

First reading was August 3, 2009

Background, Analysis and Options:

This project was initiated several years ago but was subject to a host of delays as Staff awaited completion of various portions and other projects pushed it aside. At this time, Staff is very much aware that a new Zoning and Development Code is coming forward and has been working with the consultant to use the new numbering system. By using the new numbering system when the updated Zoning and Development Code is adopted, the transition will be seamless.

Nothing has been changed in the text of the General Code unless there were obvious errors and/or corrections for cross references; it is simply a new numbering system. The last hard copy of the Code was last fully updated in 2004 and it is now become critical that a revised Code be made available for both the Staff and the public.

The review by an outside code company (Code Publishing, Inc.) has brought forward a number of suggestions for clarifications and changes to make the code more consistent. Those changes will be brought forward to you separately for Council's consideration.

The plan is to have Code Publishing, Inc. continue with ongoing maintenance of the Code which means among other things that they will integrate new code changes and post them to the web version within a couple of weeks.

Attachments: Proposed ordinance

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR A CROSS REFERENCE
BETWEEN THE 1994 CODE OF ORDINANCES OLD NUMBERING SYSTEM
AND THE NEW NUMBERING SYSTEM**

Recitals.

The City's Ordinances were last codified November 16, 1994. The process of codification includes evaluation of the provisions of the existing Code for applicability and the deletion and/or amendment of antiquated and obsolete provisions.

The 1994 Code of Ordinances (1994 Code) was subsequently supplemented through Ordinance No. 3626, adopted on May 4, 2004.

In 2005, the City contracted with Code Publishing, Inc. to review, analyze, reformat and reprint the 1994 Code, as amended, and to combine into one set all manuals and the other regulatory "Code" books of the City.

As part of the reformatting, the 1994 Code will be renumbered to establish a consistent system for all the manuals and thus provide a single indexing and citation system.

The City Council has determined that it is necessary to ensure that the transition from the old numbering system to the new numbering system is seamless. To ensure that any reference to one section equally applies to the other numbering system, the City Council does hereby authorize and direct a single system of indexing and citation as provided herein.

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

Section 1. Pursuant to the authority conferred by the Charter of the City and the Colorado Revised Statutes, Title 31, Article 16, Part 2, there is hereby accepted that certain Code, entitled the "Code of Ordinances, City of Grand Junction, Colorado," together with all ancillary codes and manuals duly described in the Code of Ordinances and incorporated therein by reference, hereinafter the "Code" as renumbered and reformatted.

Section 2. All ordinances of a general and permanent nature enacted on or before the effective date of this ordinance, and not included in the Code or recognized and continued in force by reference therein are hereby repealed unless otherwise provided.

Section 3. Section 2 hereof shall not be construed to revive any ordinance or any part thereof that had been previously repealed by any ordinance being repealed by this ordinance.

Section 4. Nothing in this ordinance shall affect any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or right established or occurring before the effective date hereof. References to the 1994 Code sections will by this provision be construed to refer to the corresponding section in the Code. City employees shall have jurisdiction and authority to cite and enforce any ordinance violation by or according to the Code section. No person may claim or assert a defense to enforcement of the Code because of renumbering and/or change or indexing as provided in this ordinance.

Section 5. One (1) copy of the Code is on file in the City Clerk's office and is available for public inspection. The complete text of the Code is available to the public via the internet.

Section 6. Additions or amendments to the Code, when passed in the form as to indicate the intention of the City Council to make the same a part of the Code, shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments. The City Clerk shall develop and implement a numbering and indexing system as provided in the ordinance in her discretion.

Section 7. Ordinances adopted after the effective date of this ordinance, that amend or refer to ordinances that have been codified the Code, shall be construed as if they amend or refer to those provisions of the Code and will be incorporated into said Code.

Section 8. This ordinance shall become effective thirty days after final publication.

Introduced and ordered published on first reading this 3rd day of August 2009.

Adopted on second reading this _____ day of _____ 2009.

City of Grand Junction

President of the Council

ATTEST:

City Clerk