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**CITY COUNCIL AGENDA  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET**

**MONDAY, OCTOBER 19, 2009, 7:00 P.M.**

**Call to Order**

Pledge of Allegiance  
Invocation – Moment of Silence

**Ratify Appointments**

**[Attach 1](#)**

Ratify the Re-appointment of Dave Detwiler and the Appointment of Steve Peterson to the Building Code Board of Appeals with terms expiring July 1, 2012 and to eliminate the alternate position as the Bylaws do not require an alternate, just five members as requested by the Commissioners for the Building Code Board of Appeals

**Recognitions**

Recognition of Neighborhood Association—Housing Resources of Western Colorado properties

Recognition of Neighborhood Association—The Villas at Country Club

Recognition of Neighborhood Association—Grand Manor

**Council Comments**

**Citizen Comments**

\*\*\* Indicates New Item

® Requires Roll Call Vote

**\*\*\* CONSENT CALENDAR \*\*\*®****1. Minutes of Previous Meetings [Attach 2](#)**

*Action: Approve the Minutes of the October 5, 2009, Regular Meeting*

**2. Setting a Hearing Authorizing the Issuance and Sale of the City of Grand Junction Joint Sewer System Revenue Bonds, Series 2009 [Attach 3](#)**

City Council and the Mesa County Commissioners have determined that in the best interests of the joint sewer system and its customers, to complete certain improvements to the Persigo sewer system. To finance the projects, the City Council has determined that it is necessary and advisable to issue its "City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2009 (Direct Pay Build America Bonds)" in the amount of \$3.2 million to help defray part of the costs of the Project.

Proposed Ordinance Authorizing the Issuance and Sale of the City of Grand Junction, Colorado, Taxable Joint Sewer System Revenue Bonds (Direct Pay Building America Bonds), Series 2009, Payable Solely Out of the Net Revenues to be Derived from the Operation of the Joint Sewer System of the City and Mesa County, Colorado and Certain Other Revenues

*Action: Introduction of a Proposed Ordinance and Set a Hearing for November 2, 2009*

Staff presentation: Greg Trainor, Utilities, Streets, and Facilities Director  
Tim Moore, Public Works and Planning Director

**3. Setting a Hearing Approving Loan from the Colorado Water Resources and Power Development Authority [Attach 4](#)**

The City Council has determined that in the interests of the City and the public, certain improvements are required to the City's water system, including the replacement of certain existing cast iron and steel water distribution lines within the system. To finance the project, the City Council has determined that it is necessary and advisable to enter into a loan agreement with the Colorado Water Resources and Power Development Authority ("CWRPDA") for a loan amount of \$3,800,000.00.

Proposed Ordinance Approving a Loan from the Colorado Water Resources and Power Development Authority to Finance Improvements to the City's Water System; Authorizing the Form and Execution of the Loan Agreement and a

Governmental Agency Bond to Evidence Such Loan; Authorizing the Execution and Delivery of Documents Related Thereto; and Prescribing Other Details in Connection Therewith

*Action:* Introduction of a Proposed Ordinance and Set a Hearing for November 2, 2009

Staff presentation: Greg Trainor, Utilities, Streets, and Facilities Director  
Tim Moore, Public Works and Planning Director

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

**\*\*\* ITEMS NEEDING INDIVIDUAL CONSIDERATION \*\*\***

- 4. **Public Hearing – Moir Growth Plan Amendment, Located at 399 29 Road and 2895 Riverside Parkway** [File # GPA-2009-169] [Attach 5](#)

This is a request to approve an amendment to the 2004 Pear Park Transportation and Access Management Plan (TAMP) to allow a right-in/right-out access onto the south side of Riverside Parkway approximately 300' west of 29 Road. An amendment to the Pear Park Neighborhood Plan is an amendment to the Grand Valley Circulation Plan and is considered an amendment to the Growth Plan.

Resolution No. 81-09— A Resolution Amending the Growth Plan of the City of Grand Junction to Allow a Right-In/Right-Out Access onto the South Side of Riverside Parkway Approximately 300' West of 29 Road

*®Action:* Adopt Resolution No. 81-09

Staff presentation: Tim Moore, Public Works and Planning Director

- 5. **Public Hearing – Correcting Legal Descriptions on Various Annexation and Zoning Ordinances and Resolutions** [Attach 6](#)

A discrepancy in the legal description of Barker Annexation No. 2 recently became known when a development application was filed for the proposed Carson Subdivision, which occupies the same area. An improvement survey was completed and submitted as part of the subdivision application and discrepancies in the property description were discovered. This ordinance corrects the discrepancies found in the prior ordinances and resolutions.

Resolution No. 82-09—A Resolution Amending Resolution No. 69-04 and Resolution No. 85-04 to Correct the Legal Description for Barker Annexation, Which Includes Barker Annexation No. 2

Ordinance No. 4387—An Ordinance Amending Ordinance No. 3666 and Ordinance No. 3667 Annexing Territory to the City of Grand Junction, Colorado, Barker Annexation No. 2, Located at 172 Lantzer Avenue, 2934 Highway 50, and 2937 Jon Hall Drive

*®Action: Adopt Resolution No. 82-09 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4387*

Staff presentation: John Shaver, City Attorney

6. **Continuation of Public Hearing on an Ordinance Adopting the 7<sup>th</sup> Street Historical District Overlay as Amended** [File #PLN-2009-179] [Attach 7](#)

The 7<sup>th</sup> 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 7<sup>th</sup> Street between Hill and Grand Avenue, as well as the properties at the southeast and southwest corners of 7<sup>th</sup> Street and Grand Avenue.

Ordinance No. 4388—An Ordinance Amending Ordinance No. 2211 by Adoption of the 7<sup>th</sup> Street Residential Historic District Zoning Overlay Design Standards and Guidelines, Amending the Zoning and Development Code to Add Section 7.7

*®Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4388*

Staff presentation: Tim Moore, Public Works and Planning Director

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

8. **Other Business**

9. **Adjournment**



Attach 1  
**Building Code Board of Appeals**

ATTACHMENT 1



Mesa County, Colorado  
**BOARD OF COUNTY COMMISSIONERS**

District 1 - Craig J. Meis (970) 244-1605  
District 2 - Steven Acquafresca (970) 244-1604  
District 3 - Janet Rowland (970) 244-1606

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P.O. Box 20,000 • 544 Rood Avenue • Grand Junction, Colorado 81502-5010 • FAX (970) 244-1639

October 2, 2009

Grand Junction City Council  
Attention: Stephanie Tuin, City Clerk  
250 North Fifth Street  
Grand Junction, CO 81501

RE: Building Code Board of Appeals

Dear Council Members:

At our Public Hearing September 28, 2009, the Mesa County Board of Commissioners approved the reappointment of Dave Detwiler and the appointment of Steve Peterson to a regular position from an alternate position to the Mesa County Building Code Board of Appeals with terms expiring July 1, 2012.

Norm Kinney was not reappointed. Also, the Commissioners did not see the need to have an alternate position for this particular board since they do not meet regularly. As we understand it, the City/County Ordinances and Bylaws do not require an alternate, just five members.

**These appointments and elimination of an alternate position are contingent upon ratification by the Grand Junction City Council.**

If you have any questions regarding this request, please contact Kathy Crane, Mesa County Administration, at 244-1860. Please let us know when ratification has taken place. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Steven Acquafresca".

Steven Acquafresca, Chairman  
Board of Commissioners

cc: Commissioners Janet Rowland and Craig Meis  
Bob Lee, Chief Building Official  
Kathy Crane, Administration

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Attach 2  
**Minutes**

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

**October 5, 2009**

The City Council of the City of Grand Junction convened into regular session on the 5<sup>th</sup> day of October 2009 at 7:02 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Tom Kenyon, Gregg Palmer, Bill Pitts, Linda Romer Todd, and Council President Bruce Hill. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Hill called the meeting to order. Councilmember Pitts led in the Pledge of Allegiance followed by a moment of silence.

**Proclamations**

Proclaiming October 2009 as “Kids Voting Month” in the City of Grand Junction

Proclaiming the Week of October 4-10, 2009 as “National 4-H Week” in the City of Grand Junction

Proclaiming the Week of October 4-10, 2009 as “Fire Prevention Week” in the City of Grand Junction

**Citizen Comments**

There were none.

**Council Comments**

There were none.

**City Manager’s Report**

Laurie Kadrich, City Manager, reported to the City Council regarding the previous question and vote that was considered for a public safety facility. After the last meeting on the matter, there was a workshop to discuss the next steps and she was directed to report to the community. Ms. Kadrich described the steps that the City intends to take toward meeting the public safety needs in the community. The main tone is to listen to the community and then define the citizen concerns and ideas and understand the

public sentiment. She described the various ways Staff will interact with the community in order to solicit ideas and concerns.

The hope is to have a report back to the City Council by spring 2010.

City Manager Kadrich advised that they are trying to build capacity within the existing budget so they are ready for the next steps.

Councilmember Kenyon said the City needs a handout to respond to concerns from the community. He referred to a number of comments on why the City appears to be spending money on other items. He also wanted to be included in the invitation for any meetings in his district.

City Manager Kadrich advised the next report will be the 3<sup>rd</sup> quarter financial information.

Council President Hill asked if that will be in two weeks to which Ms. Kadrich responded affirmatively.

## **CONSENT CALENDAR**

Councilmember Todd read the Consent Calendar and then moved to approve items #1 through #5. Councilmember Palmer seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meetings**

*Action: Approve the Minutes of the September 14, 2009, and the September 16, 2009 Regular Meetings*

2. **Setting a Hearing on Correcting Legal Descriptions on Various Annexation and Zoning Ordinances and Resolutions**

A discrepancy in the legal description of Barker Annexation No. 2 recently became known when a development application was filed for the proposed Carson Subdivision, which occupies the same area. An improvement survey was completed and submitted as part of the subdivision application and discrepancies in the property description were discovered. This Ordinance corrects the discrepancies found in the prior ordinances and resolutions.

Proposed Ordinance Amending Ordinance No. 3666 and Ordinance No. 3667 Annexing Territory to the City of Grand Junction, Colorado, Barker Annexation No. 2, Located at 172 Lantzer Avenue; 2934 Highway 50 and 2937 Jon Hall Drive

*Action: Introduction of a Proposed Ordinance and Set a Hearing for October 19, 2009*

3. **Purchase of Type III Ambulance**

Purchase of Type III Ambulance for the Grand Junction Fire Department (GJFD) to replace an existing unit.

*Action: Authorize the Purchasing Division to Award a Contract to Life Line Emergency Vehicles through Rocky Mountain Emergency Vehicles of Denver, CO in the Amount of \$174,254 for the Purchase of a Type III Ambulance for the Grand Junction Fire Department*

4. **Design/Build Persigo Waste Water Treatment Plant Shop Building**

This approval request is for the contract award for the Design and Construction of a shop building to be located at the Persigo Waste Water Treatment Plant (WWTP).

*Action: Authorize the Purchasing Division to Enter into a Contract with PNCl Construction for the Design and Construction of a Shop Building in the Amount of \$107,252*

5. **CDBG Subrecipient Contracts for 2008 CDBG-R (Stimulus) Funds and Projects within the Community Development Block Grant (CDBG) Program Year** [File #CDBG-2008-08, 2009-02,03, 04 and 07]

The Subrecipient Contracts formalize the City's award of a total of \$411,201 to various non-profit organizations allocated from the City's 2008 CDBG-R and 2009 CDBG Program as previously approved by Council.

*Action: Authorize the City Manager to Sign the Subrecipient Contracts with Housing Resources of Western Colorado, HomewardBound of the Grand Valley, St. Mary's Senior Companion Program and the Grand Junction Housing Authority for the City's 2008 CDBG-R and 2009 Program Year Funds*

## **ITEMS NEEDING INDIVIDUAL CONSIDERATION**

### **Free Holiday Parking in the Downtown**

The Downtown Partnership and Development Authority have requested free parking in the downtown area again this year during the holiday shopping season. City Staff

recommends Free Holiday Parking in all of downtown, including the first floor of the Rood Avenue parking structure, with the exception of government offices areas and shared-revenue lots.

Jodi Romero, Financial Operations Manager, presented this item noting Heidi Hoffman Ham, DDA Director, was also present. Ms. Romero explained the program and why it is being requested. The program has been in place for many years and is very popular with the downtown merchants.

Councilmember Kenyon asked how much money is lost with the program. Ms. Romero said those revenues are not budgeted as the program has been in place for many years but the revenues not collected are around \$20,000.

Councilmember Coons moved to vacate parking enforcement at all designated, downtown, metered spaces, and signed parking from Thanksgiving to New Year's Day, except loading, no parking, handicapped, and unbagged meter spaces surrounding government offices and in shared revenue lots. Free metered spaces will be clearly designated by covering the meters with the well-known "Seasons Greetings-Free Parking" red plastic bag. Councilmember Beckstein seconded the motion.

Councilmember Palmer asked if he needs to disclose a conflict as his business is directly affected by this program. City Attorney Shaver advised that the program is of general application and his disclosure is sufficient.

Motion carried.

### **Public Hearing—Accepting Improvements and Assessments Connected with Alley Improvement District No. ST-09**

Improvements to the following alleys have been completed as petitioned by a majority of the property owners to be assessed:

- East/West Alley from 3rd to 4th, between Glenwood Avenue and Kennedy Avenue\*
- East/West Alley from 9th to 10th, between Main Street and Rood Avenue\*
- East/West T Alley from 17th to 18th, between North Avenue and Glenwood Avenue\*
- East/West Alley from 11th to 12th, between Hill Avenue and Teller Avenue\*\*

\* Phase A Alleys

\*\* Phase B Alley

The public hearing was opened at 7:29 p.m.

Tim Moore, Public Works and Planning Director, presented this item. He described the location of the alleys that have been improved. He noted that last year the percentages for the Owner/City portions were adjusted, which he detailed.

Councilmember Kenyon asked for clarification on the action. City Attorney Shaver advised the public hearing and subsequent adoption is for tonight.

There were no public comments.

The public hearing was closed at 7:31 p.m.

Ordinance No. 4383—An Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement District No. ST-09, Phase A and Alley Improvement District ST-09, Phase B in the City of Grand Junction, Colorado, Pursuant to Ordinance No. 178, Adopted and Approved the 11<sup>th</sup> Day of June, 1910, as Amended; Approving the Apportionment of Said Cost to Each Lot or Tract of Land or Other Real Estate in Said Districts; Assessing the Share of Said Cost Against Each Lot or Tract of Land or Other Real Estate in Said Districts; Approving the Apportionment of Said Cost and Prescribing the Manner for the Collection and Payment of Said Assessment

Councilmember Kenyon moved to adopt Ordinance No. 4383 and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

**Gunnison Avenue Revocable Permit** [File #RVP-2009-101]

Request for a Revocable Permit to allow the undeveloped right-of-way between 28 ½ Road and Harris Road to be used for outdoor storage, fencing and vehicular access.

Judith Rice, Associate Planner, presented this item. She described the request, the location, and the site. She asked that the Staff Report and the attachments be entered into the record. She said the request meets the criteria of the Zoning and Development Code and it is recommended for approval.

Councilmember Palmer asked if the City is going to abandon that portion of Gunnison Avenue. Ms. Rice said the City Engineering Staff was not comfortable with vacating the area. Councilmember Palmer expressed that this could be an issue with Grand Junction Concrete Pipe using so much of the right-of-way if the revocable permit were to ever be revoked it would be a hardship. Ms. Rice agreed but noted that Grand Junction Concrete Pipe mostly uses it for circulation. The boat company however uses it more for storage.

Resolution No. 78-09—A Resolution Concerning the Issuance of a Revocable Permit to Brumbaugh Properties LLC and Grand Junction Concrete Pipe Company

Councilmember Palmer moved to adopt Resolution 78-09. Councilmember Kenyon seconded the motion. Motion carried by roll call vote.

**Public Hearing—RQ Annexation and Zoning, Located at 3131 D Road** [File # ANX-2009-144]

Request to annex and zone 20.02 acres, located at 3131 D Road to R-8 (Residential 8 du/acre) and CSR (Community Services and Recreation) districts. The RQ Annexation consists of one parcel and no right-of-way.

The public hearing was opened at 7:37 p.m.

Judith Rice, Associate Planner, presented this item. She described the request, the site, and the location. She asked that the Staff Report and attachments be entered into the record. The request meets the criteria of the Zoning and Development Code and the Planning Commission recommended approval on September 8, 2009.

Council President Hill commented that the 201 Boundary bisects the property. Ms. Rice agreed. Council President Hill asked if the City has jurisdiction. City Attorney Shaver advised that once the annexation petition is accepted and it includes that property, it is lawful to proceed. It will likely be brought back to the Persigo Board for a movement of the 201 boundary line.

The applicant was present but did not wish to speak.

There were no public comments.

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

**a. Accepting Petition**

Resolution No. 80-09—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the RQ Annexation, Located at 3131 D Road is Eligible for Annexation

**b. Annexation Ordinance**

Ordinance No. 4384—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, RQ Annexation, Approximately 20.02 Acres, Located at 3131 D Road

**c. Zoning Ordinance**

Ordinance No. 4385—An Ordinance Zoning the RQ Annexation to R-8 (Residential 8 DU/Acre) and CSR (Community Services and Recreation), Located at 3131 D Road

Councilmember Beckstein moved to adopt Resolution No. 80-09 and Ordinance Nos. 4384 and 4385 and ordered them published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

**Public Hearing—Taylor III Rezone, Located at 2711 G Road** [File #RZ-2008-293]

Request to rezone 0.07 acres located at 2711 G Road, from PD (Planned Development) zone district to R-5 (Residential 5 du/acre) zone district.

The public hearing was opened at 7:41 p.m.

Judith Rice, Associate Planner, presented this item. She described the request, the site, and the location. She asked that the Staff Report and attachments be entered into the record. The request meets the criteria of the Zoning and Development Code. The Planning Commission recommended approval of the rezone on September 8, 2009.

Councilmember Palmer asked if the property is currently in the City. Ms. Rice answered affirmatively.

The applicant was not present.

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

Ordinance No. 4386—An Ordinance Rezoning a Portion of the Property Known as the Taylor III Rezone from PD (Planned Development) to R-5 (Residential 5 DU/Acre), Located at 2711 G Road

Councilmember Coons moved to adopt Ordinance No. 4386 and ordered it published. Councilmember Beckstein seconded the motion. Motion carried by roll call vote.

**Non-Scheduled Citizens & Visitors**

There were none.

**Other Business**

There was none.



**Adjournment**

The meeting was adjourned at 7:44 p.m.

Stephanie Tuin, MMC  
City Clerk



Date: October 9, 2009  
Author: Mary Lynn Bacus  
Paralegal/Title/ Phone Ext:  
244-1505

Proposed Schedule:  
Monday, October 19, 2009  
2nd Reading (if applicable):  
Monday, November 2, 2009

Attach 3

**Setting a Hearing Authorizing the Issuance and Sale of the City of Grand Junction Joint Sewer System Revenue Bonds, Series 2009**

**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> Authorizing the Issuance and Sale of the City of Grand Junction Joint Sewer System Revenue Bonds, Series 2009
<b>File # (if applicable):</b>
<b>Presenters Name &amp; Title:</b> Greg Trainor, Utilities, Streets, and Facilities Director Tim Moore, Public Works & Planning Director

**Executive Summary:**

City Council and the Mesa County Commissioners have determined that in the best interests of the joint sewer system and its customers, to complete certain improvements to the Persigo Sewer System. To finance the project, the City Council has determined that it is necessary and advisable to issue its "City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2009 (Direct Pay Build America Bonds)" in the amount of \$3.2 million to help defray part of the costs of the Project.

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

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

The projects funded with this loan will help the City and County sustain, develop and enhance a healthy, diverse economy. Completion of the proposed projects will aid in our continued provision of reliable and safe wastewater management to the Citizens of Grand Junction.

**Action Requested/Recommendation:**

Approve the proposed ordinance at first reading on October 19, 2009 and set for a public hearing on November 2, 2009.

**Board or Committee Recommendation:**

N/A

## Background, Analysis and Options:

This project includes three separate projects previously planned for maintenance and expansion of the Persigo Sewer System.

The Canary Lane Sewer Improvement District is included as a Septic System Elimination Project. This project will include extension of trunk line sewer from the Connected Lakes Lift Station to serve the Canary Lane neighborhood located north of Hwy 340 across from the Ridges Subdivision. The project will provide sewer service to 35 lots in this area. The extension of a portion of the trunk sewer line will allow for future decommissioning of the Ridges Lift Station. The estimated cost for this project is \$1 million.

A project to rehabilitate a portion of the River Road interceptor sewer is also included with this bond effort. The Persigo Wash siphon and sections of the River Road interceptor pipe have suffered damage from hydrogen sulfide gases and are in need of repair. This project is estimated at \$1.2 million.

The third project includes system expansion for the D Road Interceptor that will allow for conveyance of sewage from the Central Grand Valley Sanitation District, Pear Park and portions of East Orchard Mesa at some future date. This project is consistent with recommendations identified in the sewer basin study accomplished in conjunction with the City of Grand Junction Comprehensive Plan. This project was originally scheduled to be completed in 2015 but was moved forward as part of the ARRA application for the sewer collection system. The estimated cost of this project is \$1 million.

## Financial Impact/Budget:

Completion of these projects utilizing Build America Bonds allows for greater financial flexibility to accommodate future upgrades to the waste water treatment plant or larger collection lines. This bond effort will be issued at 3.4% interest rate, which is less than historic returns on the system investments.

A portion of the costs for the Canary Lane sewer improvement district will be recovered over time through collection of trunk extension fees and repayment of 70% of the project costs for the improvement district through the Septic System Elimination Program (SSEP). A breakdown of the costs and projected revenues is included below:

	<u>Canary Lane ID</u>	<u>River Road Int.</u>	<u>D Road Interceptor</u>
<u>Bond Proceeds</u>	\$1,000,000	\$1,200,000	\$1,000,000

### Estimated Revenues:

SSEP Rev	<\$410,000>		
Trunk Ext. Rev	<\$33,000>		
<u>Debt Service</u>	<u>\$190,325</u>	<u>\$ 228,390</u>	<u>\$ 190,325</u>
Total Est. cost	\$747,325	\$1,428,390	\$1,190,325

**Legal issues:**

N/A

**Other issues:**

N/A

**Previously presented or discussed:**

N/A

**Attachments:**

Proposed Ordinance

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF GRAND JUNCTION, COLORADO, TAXABLE JOINT SEWER SYSTEM REVENUE BONDS (DIRECT PAY BUILD AMERICA BONDS), SERIES 2009, PAYABLE SOLELY OUT OF THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE JOINT SEWER SYSTEM OF THE CITY AND MESA COUNTY, COLORADO AND CERTAIN OTHER REVENUES.

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

WHEREAS, the members of the Council of the City (the "Council") have been duly elected or appointed and qualified; and

WHEREAS, the County of Mesa, Colorado (the "County"), is a county duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the members of the Board of County Commissioners of the County (the "Board") have been duly elected or appointed and qualified; and

WHEREAS, the City and the County entered into a Joint Sewerage Service Agreement, dated May 1, 1980, as amended on October 1, 1980, relating to the scope and operation of the joint sewerage system of the City and the County (the "Joint System") and the use of revenues from the Joint System, which includes all of the revenues and charges for connection to and use of the Joint System from whatever source derived, including, but not limited to, tap fees and sewer user charges, but excluding surcharges or add-on charges made by the City, the County, or any district for services or facilities provided by other than the Joint System; and

WHEREAS, the City and the County further entered into a 1999 Intergovernmental Agreement, dated October 13, 1998 (the "Policy Agreement"), which requires the City and the County to jointly establish and provide policy direction for the Joint System but designates the City as the operator and manager of the Joint System; and

WHEREAS, the Policy Agreement requires all bond issues and other financing arrangements relating to the Joint System to be approved by both the Council and the Board; and

WHEREAS, the Council and the Board propose to extend, better, otherwise improve, and equip the Joint System (the "Project"); and

WHEREAS, the City, with the prior consent and approval of the County, intends to issue its "City of Grand Junction, Colorado, Taxable Joint Sewer System

Revenue Bonds (Direct Pay Build America Bonds), Series 2009” (the “Bonds”) to defray in part the cost of the Project; and

WHEREAS, the City is authorized pursuant to Section 93(f) of its Charter and Title 37, Article 45.1 of the Colorado Revised Statutes, as amended, to issue the Bonds and to pledge the Net Revenues (hereinafter defined) of the Joint System to the repayment of the Bonds; and

WHEREAS, the City has determined that the Joint System constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution and that the Bonds may therefore be issued without an election; and

WHEREAS, the City and the County have entered into a Loan Agreement, dated as of May 1, 2002 (the “Loan Agreement”), with the Colorado Water Resources and Power Development Authority (the “Authority”), evidencing a loan from the Authority to the City and the County (the “Loan”) that is secured by a pledge of the Net Revenues of the Joint System; and

WHEREAS, the City and the County are not delinquent in the payment of any loan payments due under the Loan Agreement and the issuance of the Bonds within the parameters described herein does not contravene the terms and provisions of the Loan Agreement; and

WHEREAS, except to secure the Loan, neither the City nor the County has pledged nor hypothecated the Gross Revenues derived or to be derived from the operation of the Joint System, or any part thereof, to the payment of any bonds or for any other purpose, with the result that the Net Revenues may now be pledged lawfully and irrevocably to the payment of the Bonds; and

WHEREAS, the City intends to negotiate a proposal with D.A. Davidson & Co., Denver, Colorado (the “Purchaser”), concerning the purchase of the Bonds; and

WHEREAS, the Council has determined and does hereby declare:

In order to meet the present and future needs of the City and the County, it is necessary to extend, better, otherwise improve and equip the Joint System;

The Bonds shall be issued for the Project;

Net Revenues shall be pledged to the payment of the Bonds on a parity with the Loan Agreement, and the BAB Credit (as defined herein) shall be exclusively pledged to the payment of the Bonds;

Because of market conditions, the Bonds shall be sold by negotiated sale to the Purchaser in accordance with its proposal, and that such sale is to the best advantage of the City; and

All action preliminary to the authorization of the issuance of the Bonds has been taken.

WHEREAS, there are on file with the City Clerk the forms of the following documents: (i) the form of the Purchase Contract (as defined herein); (ii) the form of the Paying Agent Agreement (as defined herein); (iii) the form of the Preliminary Official Statement (as defined herein); and (iv) the form of the Continuing Disclosure Certificate (as defined herein); and

WHEREAS, it is necessary to provide for the form of the Bonds, the Bond details, the payment of the Bonds, and other provisions relating to the authorization, issuance, and sale of the Bonds.

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

Section 1. Definitions, Interpretation, Ratification and Effective Date

This ordinance shall be known as and may be cited by the short title “2009 Bond Ordinance” (the “ordinance”).

Definitions. The terms in this Section for all purposes of this ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any other ordinance or any other document pertaining hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

“acquire” or “acquisition” means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any body corporate and politic therein, or any other Person, the endowment, bequest, devise, transfer, assignment, option to purchase, other contract, or other acquisition, or any combination thereof, of any properties pertaining to the Joint System, or an interest therein, or any other properties herein designated.

“Acquisition Fund” means the special account designated as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2009 (Direct Pay Build America Bonds) Acquisition Fund” created pursuant to Section 501 hereof.

“Authority” means the Colorado Water Resources and Power Development Authority.

“BAB Credit” means the credit provided in Section 6431 of the Code in lieu of any credit otherwise available to the Owners of BABs under Section 54AA(a) of the Code.

“BABs” means the Bonds and any future Parity Lien Bonds with respect to which the City expects to receive a BAB Credit.

“Balloon Bonds” means any securities payable from Net Revenues 25% or more of the original principal amount of which matures during any consecutive twelve month period if such maturing principal amount is not required to be amortized by mandatory redemption or prepayment prior to such period and if such twelve month period overlaps the Fiscal Year in which the Combined Maximum Annual Principal and Interest Requirements occur (without regard to the assumptions contained in clause (d) of the definition of Combined Maximum Annual Principal and Interest Requirements).

“Board” means the Board of County Commissioners of the County.

“Bond Counsel” means an attorney or a firm of attorneys, designated by the City of nationally recognized standing in matters pertaining to the tax status of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Account” means the special account designated as the “City of Grand Junction, Colorado, Taxable Joint Sewer System Revenue Bonds (Direct Pay Build America Bonds), Series 2009, Bond Account” created pursuant to Section 605 hereof, which shall be used solely to pay debt service on the Bonds.

“Bond Requirements” means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds or any Parity Lien Bonds payable from (A) the Net Revenues and, (B) with respect to BABs, including the Bonds, from the BAB Credit payable with respect such BABs.

“Bonds” means those securities issued hereunder and designated as the “City of Grand Junction, Colorado, Taxable Joint Sewer System Revenue Bonds (Direct Pay Build America Bonds), Series 2009.”

“Book-entry form” or “book-entry system” means, with respect to the Bonds, a form or system, as applicable, under which physical Bond certificates in fully registered form are registered only in the name of The Depository Trust Company or its nominee as Owner, with the physical Bond certificates “immobilized” in the custody of The Depository Trust Company. The book-entry system maintained by and the responsibility of The Depository Trust Company and not maintained by or the responsibility of the City or the Paying Agent is the record that identifies, and records the transfer of the interests of, the owners of book-entry interests in the Bonds.

“Business Day” means a day of the year, except for: a Saturday or Sunday; a day on which commercial banks located in the city in which the principal corporate trust office of the Paying Agent is located are required or authorized to remain closed; or a day on which the New York Stock Exchange is closed.

“Capital Improvements” means the acquisition of land, easements, facilities, equipment, and materials (other than ordinary repairs and replacements), and



the construction or reconstruction or other acquisition of improvements, betterments, and extensions, for use by or in connection with the Joint System, including related planning, legal, and engineering expenses and administrative facilities, and further including, without limitation, any of the foregoing which are constructed, reconstructed, acquired or owned on a cooperative basis with any other entities.

“City” means the City of Grand Junction, Colorado.

“City Clerk” means the City Clerk of the City, or his or her successor in functions, if any.

“Charter” means the City Charter.

“Closing Date” means the date of delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

“Combined Maximum Annual Principal and Interest Requirements” means the largest sum of the principal of and interest on the Bonds and any other Outstanding Parity Lien Bonds, excluding any securities the principal of which is payable within less than one year from the date on which issued, to be paid during any one Fiscal Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bond or other such security last becomes due at maturity or on a Redemption Date, whichever time is later (but excluding any reserve requirement to secure such payments unless otherwise expressly provided), subject in all respects to the following, as applicable:

(1) The word “principal,” as used in this definition, means the principal which must be paid to security Owners, whether on stated maturity dates or on mandatory Redemption Dates, or otherwise.

(2) Any computation made under this definition shall be adjusted for all purposes in the same manner as is provided in Section 803 hereof.

(3) For purposes of this definition, (a) Variable Rate Bonds shall be assumed to bear interest at the highest of: (i) the actual rate of any Outstanding Variable Rate Bonds on the date of computation, or if the Variable Rate Bonds are not yet Outstanding, the initial rate (if established and binding), (ii) if the Variable Rate Bonds have been Outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of computation, or if no Variable Rate Bonds are Outstanding for such twelve months, the average rate borne by reference to an index comparable to that to be utilized in determining the interest rate for the Variable Rate Bonds to be issued or (iii) (A) if interest on the Variable Rate Bonds is

excludable from gross income under the applicable provisions of the Internal Revenue Code, the most recently published Bond Buyer "Revenue Bond Index" (or if such Index is not published within 30 days prior to such determination, such index selected by the City and acceptable to the Insurer), or (B) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities; (b) any Tender Bonds Outstanding at the time of such determination shall mature on the stated maturity or mandatory Redemption Date or Dates thereof; and (c) any Balloon Bonds Outstanding at the time of such determination which mature more than six months thereafter shall be deemed to mature over 30 years from the date of issuance of the Balloon Bonds, will bear interest on the unpaid principal amount thereof at the fixed rate of interest equal to the Revenue Bond Index or if such Index is no longer published, of a comparable index selected by the City and acceptable to the Insurer and will be payable on a level annual debt service basis over a thirty year period.

"Commercial Bank" means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal Reserve Joint System, which has a capital and surplus of \$10,000,000 or more, and which is located within the United States of America.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate executed by the City in connection with the issuance of the Bonds, which constitutes an undertaking pursuant to Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission.

"County" means Mesa County, Colorado.

"Cost of the Project" means all costs, as designated by the City, of the Project, or any interest therein, which cost, at the option of the City (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

All preliminary expenses or other costs advanced by the City or advanced by the Federal Government, the State or by any other Person from any source, with the approval of the Council, or any combination thereof, or otherwise;

The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

The costs of contingencies;

The costs of premiums on any builders' risk insurance and performance bonds during the construction, installation and other acquisition of the Project, or a reasonably allocated share thereof;

The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help and other agents and employees;

The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, bond counsel, counsel to the Purchaser, financial advisor, rating agencies and printers to the extent not defrayed as an Operation and Maintenance Expense;

The costs of the filing or recording of instruments and the cost of any title insurance premiums;

The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

The costs of machinery and equipment;

The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

The payment of the premium for the Insurance Policy and Reserve Account Insurance Policy issued by the Insurer;

The costs of labor, material and obligations incurred to contractors, builders and materialmen in connection with the acquisition and construction of the Project;

The costs of amending any ordinance, resolution or other instrument pertaining to the Bonds or otherwise to the Joint System; and

All other expenses pertaining to the Project.

“Council” means the Council of the City.

“Events of Default” means the events stated in Section 1003 hereof.

“Extraordinary Event” means an event causing the BAB Credit expected to be received with respect to the Bonds to be eliminated or reduced, as reasonably determined by the Finance Director, which determination shall be conclusive, as a result of:

- (1) a material adverse change to Section 54AA or 6431 of the Code,
- (2) guidance published by the Internal Revenue Service or the United States Treasury with respect to such Sections, or
- (3) a determination by the Internal Revenue Service or the United States Treasury, which determination is not the result of a failure of the City to satisfy the requirements of Section 930 hereof.

“Federal Government” means the United States of America and any agency, instrumentality or corporation thereof.

“Federal Securities” means bills, certificates of indebtedness, notes, bonds or other similar instruments which are direct non-callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America.

“Finance Director” means the Financial Operations Manager of the City, or his or her successor in functions, if any.

“Fiscal Year” means the calendar year or any other 12 month period hereafter selected by the City as its fiscal year.

“Gross Revenues” means all income, charges, and revenues derived directly or indirectly from the operation and use of an otherwise pertaining to the Joint System, or any part thereof, whether resulting from Capital Improvements or otherwise, and includes all income, charges, and revenues received from the Joint System, including without limitation:

- (1) All fees, rates, and other charges for the use of the Joint System, or for any service rendered in the operation thereof, directly or indirectly, the availability of any such service, or the sale or other disposal of any commodities derived therefrom, including, without limitation, connection charges, but:

- (a) Excluding (subject to Section 601 hereof) any moneys borrowed and used for the acquisition of Capital Improvements or for the refunding of securities and income or other gain from any investment of such borrowed moneys;

- (b) Excluding any moneys received as grants, appropriations or gifts from the Federal Government, the State, or other sources, the use of which is limited by the grantor or donor to the construction of Capital Improvements, except to the extent any such moneys shall be received as payments for the use of the Joint System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom; and

(c) Excluding surcharges or add-on charges made by the City, the County, or any district for services or facilities not provided by the Joint System;

(2) All income or other gain from any investment of Gross Revenues (including without limitation the income or gain from any investment of all moneys in the Bond Account and Reserve Account and of all Net Revenues, but excluding borrowed moneys and all income or other gain thereon in the Acquisition Fund, any other acquisition fund, or any escrow fund for any securities heretofore or hereafter issued), unless the Council and the Board otherwise provide by ordinance and resolution; and

(3) All income and revenues derived from the operation of any other utility or other income-producing facilities added to the Joint System and to which the pledge and lien herein provided are extended.

“improve” or “improvement” means the extension, reconstruction, alteration, betterment or other improvement by the construction, purchase or other acquisition of facilities, including, without limitation, appurtenant machinery, apparatus, fixtures, structures and buildings.

“Income Fund” means the Income Fund of the City created by the Loan Agreement and continued in Section 602 hereof, into which all Gross Revenues are directed to be deposited as provided in Section 602 hereof.

“Independent Accountant” means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State:

Who is, in fact, independent and not under the domination of the City;

Who does not have any substantial interest, direct or indirect, with the City, and

Who is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

“Independent Engineer” means an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the Joint System, which individual, firm or corporation has no substantial interest, direct or indirect, in the City and in the case of an individual, is not a member of the Council, or an officer or employee of the City, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the City.

“Insurance Policy” means the municipal bond insurance policy, if any, issued by the Insurer that guarantees the payment of the principal of and interest on the Bonds when due.

“Insurer” means the issuer of the Insurance Policy, if any.

“Investment Securities” means any securities or other obligations permitted as investments of moneys of the City under the laws of the State.

“Joint System” means the municipal wastewater system, consisting of all properties, real, personal, mixed or otherwise, now a part of or hereafter acquired by the Joint System, the City, or the County, through purchase construction, or otherwise, and used in connection with the Joint System, and in any way pertaining thereto, whether or not located within or without or both within and without the boundaries of the County; and, with the prior written consent of the Insurer, such defined term includes any other utility or other income-producing facilities added to the Joint System and to which the lien and pledge herein provided are extended by ordinance or resolution adopted by the Council and the Board.

“Letter of Representations” means the Letter of Representations from the City and The Depository Trust Company in connection with the issuance of the Bonds in a book-entry system, as supplemented and amended from time to time.

“Loan Agreement” means the Loan Agreement, dated as of May 1, 2002, by and among the Authority, the City, and the County, relating to the Loan.

“Loan” means the loan from the Authority to the City and the County evidenced by the Loan Agreement.

“Net Revenues” means the Gross Revenues remaining after the payment of the Operation and Maintenance Expenses of the Joint System.

“Official Statement” means the Official Statement delivered in connection with the original issuance and sale of the Bonds.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses, paid or accrued, of operating, maintaining, and repairing the Joint System or any component, division or other part thereof, or any other designated facilities in connection with which such term is used including, without limitation, all salaries, labor, materials and repairs necessary to render efficient service.

“Operation and Maintenance Expenses Reserve Account” means the Operations and Maintenance Reserve Fund created in the Loan Agreement and continued in Section 607 hereof for so long as the Loan, or any portion thereof, is outstanding.

“Outstanding” when used with reference to the Bonds, the Parity Lien Bonds, or any other designated securities, and as of any particular date, means all of the Bonds, the Parity Lien Bonds, or any such other securities payable from the Net

Revenues or otherwise pertaining to the Joint System, as the case may be, in any manner theretofore and thereupon being executed and delivered:

Except any Bond or other security canceled by the City, by any paying agent, or otherwise on the City's behalf, at or before such date;

Except any Bond or other security deemed to be paid as provided in Section 1301 hereof or any similar provision of the ordinance authorizing the issuance of such other security;

Except any Bond or other security in lieu of or in substitution for which another Bond or other security shall have been executed and delivered pursuant to Sections 306, 307 or 1108 hereof or any similar provisions of the ordinance authorizing the issuance of such other security.

"Owner" means the registered owner of any designated Bond or other designated security.

"Parity Lien Bonds" means the Loan and any other securities hereafter issued payable from and having an irrevocable lien upon the Net Revenues on a parity with the Bonds.

"Parity Bond Ordinances" means the Loan Agreement and any agreements hereafter entered into by the City, with the consent of the Board, with respect to Parity Lien Bonds and, without duplication, any ordinances hereafter adopted by the Council, with the consent of the Board, authorizing the issuance of Parity Lien Bonds.

"Paying Agent" means \_\_\_\_\_, in Denver, Colorado, and being an agent of the City for the payment of the Bond Requirements due in connection with the Bonds, the registrar for the Bonds and for other administration of moneys pertaining to the Bonds, and includes any successor Commercial Bank as paying agent.

"Paying Agent Agreement" means the Registrar and Paying Agent Agreement between the City and the Paying Agent.

"Person" means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the City), partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"Policy Agreement" means the 1999 Intergovernmental Agreement, dated October 13, 1998, which (a) requires the Council and the Board to jointly establish and provide policy direction for the Joint System, and (b) appoints the City as the operator and manager of the Joint System.

“Policy Costs” means repayment of draws under the Reserve Account Insurance Policy, if any, plus all related reasonable expenses incurred by the Surety Provider.

“Preliminary Official Statement” means the Preliminary Official Statement delivered in connection with the original issuance and sale of the Bonds.

“President” means the President of the Council, or his or her successor in functions.

“Project” means, the land, facilities and rights constructed, installed, purchased and otherwise acquired for the Joint System, the cost of which is to be defrayed with a portion of the proceeds of the Bonds and which constitute Capital Improvements.

“Pro Rata Portion” means the dollar amount derived by dividing the amount of principal or interest to come due on the next principal or interest payment date by the number of monthly credits required to be made prior to such payment date.

“Purchaser” means D.A. Davidson & Co., Denver, Colorado.

“Purchase Contract” means the Bond Purchase Agreement between the City and the Purchaser concerning the purchase of the Bonds.

“Rating Agency” means each nationally recognized securities rating agency then maintaining a rating on the Bonds.

“Rebate Fund” means the special account designated as the “City of Grand Junction, Colorado, Taxable Joint Sewer System Revenue Bonds (Direct Pay Build America Bonds), Series 2009, Rebate Fund” created pursuant to Section 608 hereof.

“Record Date” means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

“Redemption Date” means the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Revenues in any notice of prior redemption or otherwise fixed and designated by the City.

“Reserve Account” means the special account designated as the “City of Grand Junction, Colorado, Taxable Joint Sewer System Revenue Bonds (Direct Pay Build America Bonds), Series 2009, Reserve Account” created pursuant to this ordinance and securing only the Bonds.



“Reserve Account Insurance Policy” any insurance policy, surety bond, irrevocable letter of credit or similar instrument deposited in or credited to the Reserve Account in lieu of or in partial substitution for moneys on deposit therein. The issuer providing any such Reserve Account Insurance Policy shall be an issuer which then is rated in one of the four highest investment grade rating categories by one or more nationally recognized organizations which regularly rate such obligations.

“Reserve Account Requirement” has the meaning ascribed to such term in the Sale Certificate.

“Revenue Bond Index” means the Revenue Bond Index as published in the most recent issue of The Bond Buyer (or any successor thereto).

“Sale Certificate” means the sale certificate of the City relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 213 hereof.

“Special Record Date” means a special date fixed by the Paying Agent to determine the names and addresses of Owners of Bonds for the purpose of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 302 hereof.

“State” means the State of Colorado.

“Subordinate Securities” means securities payable from the Net Revenues subordinate and junior to the lien thereon of the Bonds and any Parity Lien Bonds.

“Supplemental Public Securities Act” means Title 11, Article, 57, Part 2 of Colorado Revised Statutes, as amended.

“Surety Provider” means any entity issuing a Reserve Account Insurance Policy with respect to the Bonds.

“Tax Compliance Certificate” means the Federal Tax Certificate executed by the City in connection with the initial issuance and delivery of the Bonds as it may from time to time be amended.

“Tender Bonds” means any securities payable from Net Revenues which by their terms may be required to be tendered for purchase, or which may be tendered by and at the option of the Owner thereof for purchase, prior to the stated maturity thereof.

“Term Bonds” means Bonds that are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

“Trust Bank” means a Commercial Bank that is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

“Variable Rate Bonds” means any securities payable from Net Revenues issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue.

City or County Held Securities. Any securities held by the City or the County that are payable from Net Revenues shall not be deemed to be Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein.

Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the City, the Council, the County, the Board, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any Parity Lien Bonds or other securities payable from the Net Revenues when reference is expressly made thereto. All of the covenants, stipulations, promises and agreements herein contained by and on behalf of the City and the County shall be for the sole and exclusive benefit of the City and the County, the Council, the Board, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any such other securities in the event of such a reference.

All action heretofore taken (not inconsistent with the provisions of this ordinance) by the Council and the officers of the City directed toward the Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

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 such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

If any section, subsection, paragraph, clause or other provision of this ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this ordinance.

After any of the Bonds are issued, this ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Bonds and this ordinance shall be and shall remain irrevocable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

This ordinance shall be in full force and effect 30 days after publication following final passage.

Section 2. Determination of Authority and Obligations, Approval of Related Documents; and Election to Apply Supplemental Public Securities Act to the Bonds

The Bonds are issued in accordance with (A) Section 93(f) of the Charter, Title 37, Article 45.1 of the Colorado Revised Statutes, as amended, and Title 11, Article 59.7 of the Colorado Revised Statutes, as amended, (B) the Policy Agreement, (C) this ordinance, and (D) the Supplemental Public Securities Act. For the purpose of defraying the cost of the Project, the Council, with the consent of the Board, hereby authorizes to be issued its "City of Grand Junction, Colorado, Taxable Joint Sewer System Revenue Bonds (Direct Pay Build America Bonds), Series 2009," in the aggregate principal amount provided in the Sale Certificate, subject to the parameters and restrictions contained in this ordinance.

The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this ordinance.

All of the Bond Requirements of the Bonds and the Policy Costs shall be payable and collectible out of the Net Revenues, and the Bonds shall be further payable from the BAB Credit, which revenues are so pledged; the Owner or Owners of the Bonds and the Surety Provider may not look to any general or other fund for the payment of such Bond Requirements, except the herein designated special funds pledged therefor; the Bonds and the Policy Costs shall not constitute an indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation; and the Bonds and the Policy Costs shall not be considered or held to be general obligations of the City but shall constitute their special obligations. No statutory or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to comply with the provisions of this ordinance or to pay the Bond Requirements of the Bonds and the Policy Costs as herein provided.

None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except the special funds pledged therefor), or against their general credit, or as payable out of their respective general funds or out of any funds derived from taxation or out of any other revenue source (other than those pledged therefor).

The payment of the Bonds and the Policy Costs is not secured by an encumbrance, mortgage or other pledge of property of the City or the County, except for the Net Revenues and other moneys pledged for the payment of the Bond Requirements of the Bonds (including the BAB Credit, which is pledged exclusively to the payment of the Bonds). No property of the City or the County, subject to such

exception, shall be liable to be forfeited or taken in payment of the Bonds or the Policy Costs.

No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this ordinance or any other ordinance pertaining hereto, against any individual member of the Council or any officer, employee or other agent of the City, past, present or future, either directly or indirectly through the Council, the City, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

The Council does hereby determine to undertake the Project, which is hereby authorized, and the proceeds of the Bonds shall be used therefor.

The Council hereby confirms that the Joint System is an "enterprise" for the purposes of Article X, Section 20 of the Colorado Constitution.

The Bonds shall be sold by negotiated sale to the Purchaser. Pursuant to the Supplemental Public Securities Act, the Council hereby delegates to the President or the Finance Director the authority to execute the Sale Certificate and the Purchase Contract, subject to the parameters contained in this ordinance.

The preparation and use of the Preliminary Official Statement and of the final Official Statement are hereby authorized. The Finance Director is hereby authorized to approve, on behalf of the City, the Official Statement. The execution of the Official Statement by the Finance Director shall be conclusively deemed to evidence the approval of the form and contents of the Official Statement by the Council with respect to the Joint System.

The Council hereby determines to approve the Paying Agent Agreement. If the Paying Agent appointed thereunder shall resign, or if the City shall determine to remove the Paying Agent, then the City may appoint a successor Paying Agent, upon notice mailed to each owner of any Bond at his address last shown on the registration records maintained by the Paying Agent. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent. Every such successor Paying Agent shall be a bank or trust company located in the United States of America and having shareholder's equity (e.g., capital stock, surplus and profits), however denominated, of not less than \$10,000,000.

The forms, terms, and provisions of the Paying Agent Agreement and the Continuing Disclosure Certificate are hereby approved and the President, the Finance Director and the City Clerk and any deputy thereof are hereby authorized and directed to execute each of such documents on behalf of and in the name of the City, and to deliver each of such documents, in substantially the form on file with the City Clerk, with such changes as are not inconsistent herewith. The Council further approves the performance by the City of its obligations under the Preliminary Official Statement.

Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to such election to apply Section 11-57-205 of the Supplemental Public Securities Act to the Bonds, the Council hereby delegates to the President or the Finance Director the authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this ordinance, without any requirement that the Council approve such determinations:

(A) Interest Rate. The net effective rate of interest to be borne by the Bonds, which shall not exceed 4.00% per annum net of any anticipated BAB Credit.

(B) Redemption Provisions. The prior redemption provisions of the Bonds, provided that the Bonds shall be subject to redemption not later than December 1, 2019, at a redemption price equal to 100% of the principal amount redeemed.

(C) Purchase Price. The price at which the Bonds will be sold to the Purchaser, which shall not be less than 99.6% of the aggregate principal amount of the Bonds.

(D) Principal Amount. The aggregate principal amount of the Bonds, provided that such aggregate principal amount shall not exceed \$5,250,000.

(E) Maturity Schedule. The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year; to be not more than \$1,055,000 annually, and the total repayment cost shall not exceed \$6,900,000 without netting any anticipated BAB Credit.

(F) Reserve Account Requirement. The amount of the Reserve Account Requirement for the Reserve Account, subject to the limitations of the Code.

(G) Term of the Bonds. The Bonds shall not mature no later than December 1, 2019.

(H) Bond Insurer. Either the President or the Finance Director may determine whether it is in the best interest of the City to obtain a municipal bond insurance policy, and if so determined, to execute any commitment or any other agreement relating to same. If the City should determine that the Bonds will not be insured, any reference to the Insurer or the Insurance Policy herein shall be of no force or effect.

### Section 3. Authorization, Terms, Execution and Issuance of Bonds

For the purpose of protecting the public health, conserving the property and advancing the general welfare of the citizens of the City and the County and of defraying wholly or in part the Cost of the Project, the “City of Grand Junction, Colorado, Taxable Joint Sewer System Revenue Bonds (Direct Pay Build America Bonds), Series 2009” in an aggregate principal amount set forth in the Sale Certificate (but not to exceed \$5,250,000) are hereby authorized to be issued; and the City pledges irrevocably, but not necessarily exclusively, the Net Revenues, and further irrevocably and exclusively pledges the BAB Credit relating to the Bonds, to the payment of the Bond Requirements of the Bonds.

Basic Provisions. The Bonds shall be issued in fully registered form (*i.e.* registered as to payment of both principal and interest), in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be lettered “R” and shall be numbered separately from 1 upward. The Bonds shall be dated as of the date of delivery of the Bonds. The Bonds shall mature on December 1, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the City or the County.

Payment of Bonds. The principal of each Bond shall be payable at the principal corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owners of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond shall be made to the Owner thereof 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 such Owner at his or her address as it appears on the registration records kept by the Paying Agent 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 Owner thereof at the close of business on the Record Date and shall be payable to the person who is the 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 Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the Paying Agent’s registration books on a date selected by the Paying Agent, 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 Owner of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

The Bonds shall be executed in the name of the City by the manual or facsimile signature of the President of the Council, sealed with a manual or facsimile impression of the seal of the City, and attested by the manual or facsimile signature of the City Clerk; and shall be approved by the County with the manual or facsimile signature of the Chair of the Board, sealed with a manual or facsimile impression of the seal of the County, countersigned by the manual or facsimile signature of the County Treasurer, and attested by the manual or facsimile signature of the County Clerk. Any Bond may be signed (manually or by facsimile), approved, sealed or attested on behalf of the City or the County by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The President, the City Clerk, the Chair of the Board, the County Treasurer, and the County Clerk may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the Bonds. Before the execution of any Bond, the President, the City Clerk, the Chair of the Board, the County Treasurer, and the County Clerk shall each file with the Secretary of State of the State his or her manual signature certified by him or her under oath.

The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds attached to this ordinance as Exhibit A. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as herein provided. Except as provided in the first paragraph of Section 307 hereof, the Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or his or her 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. The foregoing provisions of this Section are subject to the provisions of Section 308 hereof.

Any Bond may be transferred upon the records required to be kept pursuant to the provisions of Section 305 hereof by the Person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds for a like aggregate principal amount and of the same maturity and interest rate and of any authorized denominations. The Bonds may be exchanged by the Paying Agent for a like aggregate principal amount of Bonds of the same maturity and interest rate and of other authorized denominations. The execution by the City, and approval by the County, of any Bond of any denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to authenticate and deliver such Bond.

The Paying Agent shall not be required to transfer or exchange (A) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day such notice is mailed, or (B) any Bond so selected for redemption in whole or in part after the mailing of notice calling such Bond or any portion thereof for prior redemption except the unredeemed portion of Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, and may charge a sum sufficient to pay the cost of preparing each new Bond upon each exchange or transfer and any other expenses of the City, the County, or the Paying Agent incurred in connection therewith.

The foregoing provisions of this Section are subject to the provisions of Section 308 hereof.

Upon receipt by the City and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (A) the City shall execute, the County shall approve, and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond or (B) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the City may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the City, the County, and of the Paying Agent in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.



A. Depository. Notwithstanding any contrary provision of this ordinance, the Bonds initially shall be evidenced by one Bond of the same maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds of the same maturity and interest rate. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company 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 The Depository Trust Company or a successor or new depository institution under clause (1) or this clause (2) of this paragraph A, or a determination by the Council that The Depository Trust Company or such successor or a new depository institution is no longer able to carry out its functions, and the designation by the Council of another depository institution 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 The Depository Trust Company or such successor new depository institution; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) above or designation of a new depository institution pursuant to clause (2) above, or a determination of the Council that The Depository Trust Company or such successor or depository institution is no longer able to carry out its functions, and the failure by the Council, after reasonable investigation, to locate another depository institution under clause (2) to carry out such depository institution functions.

B. Successor. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of paragraph A hereof, upon receipt of the outstanding Bonds by the Paying Agent together with written instructions for transfer satisfactory to the Paying Agent, 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 paragraph A hereof and the failure after reasonable investigation to located another qualified depository institution for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, new Bonds shall be issued in authorized denominations as provided in and subject to the limitations of Sections 302, 305, and 306 hereof, registered in the names of such persons, as are requested in such written transfer instructions; however, the Paying Agent 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. Absolute Owner. The Council and the Paying Agent shall be entitled to treat the 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 Paying Agent shall have no responsibility for transmitting payments or notices to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph A hereof.

D. Payment. The Council and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of paragraph 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. Redemption. Upon any partial redemption of Bonds of the same maturity and interest rate, Cede & Co. (or its successor) in its discretion may request the City to issue, the County to approve, and the Paying Agent to 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 Paying Agent 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).

Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled and destroyed by the Paying Agent, and a certificate of such cancellation and destruction shall be furnished by the Paying Agent to the City.

Pursuant to Article XX of the State Constitution, the Supplemental Public Securities Act and this ordinance, each Bond shall recite that it is issued under the authority of this ordinance and the Supplemental Public Securities Act and that it is the intention of the City that such recital shall conclusively impart full compliance with all the provisions of this ordinance and shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value and that all of the Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

Subject to the provisions of this ordinance, each Bond shall be in substantially the form attached hereto as **Exhibit A**, 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, be consistent

with this ordinance or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

#### Section 4. Redemption.

The Bonds will be subject to redemption at the option of the City from any legally available funds on the dates, at the prices, and in the manner set forth in the Sale Certificate.

Notwithstanding the foregoing, the Bonds may not be redeemed pursuant to this Section unless all Policy Costs, if any, due and owing at the time to the Surety Provider have been paid.

The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without further instruction or notice from the City.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund Redemption Date, the City may (A) deliver to the Paying Agent 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 of the same maturity and interest rate 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 Paying Agent 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 Paying Agent at the principal amount thereof against the obligation of the City on such sinking fund date and such sinking fund obligation will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the preceding sentence are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this paragraph.

Upon the occurrence of an Extraordinary Event, the Bonds are subject to extraordinary redemption prior to their respective maturity dates, at the option of the City, as described below.

From the date of execution and delivery of the Bonds up to, but not including, the first optional redemption date of the Bonds or, if the Bonds are not subject to optional redemption, the maturity date of such Bonds, the Bonds are subject to extraordinary redemption prior to their respective maturities, at the option of the City, upon the occurrence of an Extraordinary Event from any source of available funds, in whole or in part, by lot, at the “Make-Whole Redemption Price.”

The “Make-Whole Redemption Price” means the amount equal to the greater of the following:

(A) the issue price of the Bonds set forth in the Purchase Contract (but not less than 100%) of the principal amount of the Bonds to be redeemed; or

(B) the sum of the present value of the remaining scheduled payments of the principal of and interest on the Bonds to the maturity date of such Bonds, not including any portion of those payments of interest accrued and unpaid as of the date on which the Bonds are to be redeemed, discounted to the date on which the Bonds are to be prepaid on a semi-annual basis, assuming a 360-day year containing twelve 30-day months, at the Treasury Rate, plus 100 basis points; plus, in each case, accrued interest on the Bonds to be redeemed to the redemption date.

For purpose of determining the Make-Whole Prepayment Price, the following definitions apply:

“Treasury Rate” means, with respect to any redemption date for a particular Bond, the yield to maturity as of such redemption date of United State Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (excluding inflation-indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Bonds to be redeemed; provided, however that if the period from the redemption date to the maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Paying Agent shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class, postage prepaid mail, not more than sixty nor less than thirty days prior to the Redemption Date to each Owner at his address as it last appears on the registration books kept by the Paying Agent; but neither failure to give such notice nor any defect therein shall affect

the redemption of any Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the Redemption Date, and shall further state that on such Redemption Date there will become due and payable upon each Bond so to be redeemed, at the Paying Agent, the principal amount thereof, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption. No further interest shall accrue on the principal of any such Bond called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds 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, or (b) be given only if funds sufficient to pay the redemption price of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

Bonds owned by or on behalf of the City or the County shall not be subject to redemption. At any time the City or the County may surrender any Bonds owned by or on behalf of the City or the County to the Paying Agent, which shall promptly cancel such Bonds.

Anything in this ordinance to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default hereunder, there shall be no redemption of less than all of the Bonds at the time Outstanding (other than pursuant to Section 402 hereof).

#### Section 5. Use of Bond Proceeds and Other Moneys

The net proceeds derived from the sale of the Bonds, upon the receipt thereof, shall be credited to the special and separate account hereby created and to be known as the "City of Grand Junction, Colorado, Taxable Joint Sewer System Revenue Bonds (Direct Pay Build America Bonds), Series 2009, Acquisition Fund." Except as otherwise provided herein, the moneys in the Acquisition Fund shall be used solely for the purpose of paying the Cost of the Project.

On the date of delivery of the Bonds, the City shall pay from the net proceeds of the Bonds the premiums payable to the Insurer, if any, for its Insurance Policy, and to the Surety Provider, if any, for its Reserve Account Insurance Policy.

Moneys deposited in the Acquisition Fund pursuant to Section 501 hereof may be used and paid out by the City to defray the administrative costs of the Project, including, without limitation, amounts to be paid to the Paying Agent, legal fees, accounting fees, financial advisory fees, printing costs and rating fees. The City may defray any such administrative costs from time to time as Operation and Maintenance Expenses to the extent the moneys deposited in the Acquisition Fund pursuant to Section 501 hereof are insufficient therefor.

When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative costs of the Project referred to in Section 502 hereof, are paid, or for which full provision is made, the Finance Director, shall cause all surplus moneys remaining in the Acquisition Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred to (a) the Rebate Fund so as to enable the City to comply with Section 930 hereof, (b) the Reserve Account to such extent as shall not cause the amount in the Reserve Account to exceed the Reserve Account Requirement and (c) the Bond Account to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds. Nothing herein prevents the transfer from the Acquisition Fund to the Bond Account, at any time prior to the termination of the Acquisition Fund, of any moneys which the Finance Director by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Fund.

Until the proceeds of the Bonds deposited in the Acquisition Fund are applied as herein provided, such Bond proceeds are subject to a lien thereon and pledge thereof for the benefit of the Owners of the Outstanding Bonds as provided in Section 601 hereof.

The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Purchaser and any subsequent Owners of any of the Bonds are not responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

#### Section 6. Administration of Accounting for Pledged Revenues

Subject only to the right of the City to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses of the Joint System, the Gross Revenues and, subject to the right of the City to cause amounts to be withdrawn to pay the Cost of the Project as provided herein and other than moneys and securities held in the Rebate Fund to the extent such amounts are required to be paid to the United States, all moneys and securities paid or to be paid to or held or to be held in any account under this Article or under Section 501 hereof are hereby pledged to secure the payment of the Bond Requirements of the Outstanding Bonds and to secure

the obligations of the City to pay the Policy Costs. The pledge of the Net Revenues to secure the payment of the Bond Requirements of the Outstanding Bonds and any Parity Lien Bonds is on a parity with the pledge of the Net Revenues for, and lien thereon of the Parity Lien Bonds heretofore issued and any other Parity Lien Bonds hereafter issued in compliance with the provisions of Article VIII hereof. The pledge of Net Revenues to secure the payment of the Policy Costs is subordinate only to the pledge to pay the Bond Requirements with respect to the Bonds and any Parity Lien Bonds. The BAB Credit relating to the Bonds is also pledged exclusively to the payment of the Bond Requirements on the Bonds. The pledge of the Net Revenues and the BAB Credit shall be valid and binding from and after the date of the delivery of the Bonds, and the moneys as received by the City and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City and/or the County except any Outstanding Parity Lien Bonds heretofore or hereafter authorized and any Policy Costs as provided herein; provided, however, the BAB Credit relating to the Bonds is pledged exclusively to pay the Bond Requirements on the Bonds. The lien of the pledge of the Net Revenues and the BAB Credit as described in this section shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

So long as any of the Bonds shall be Outstanding, as to any Bond Requirements related to the Bonds and the Parity Lien Bonds, the entire Gross Revenues, upon their receipt from time to time by the City, shall be set aside and credited immediately to the special and separate account created by the Loan Agreement and hereby continued known as the "City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Income Fund."

So long as any of the Bonds and any Parity Lien Bonds shall be Outstanding, as to any Bond Requirements, the following payments shall be made from the Income Fund, as provided in Sections 604 through 609 hereof.

First, as a first charge on the Income Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Income Fund at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be used for other purposes of the Income Fund as herein provided.

Second, from any remaining Net Revenues, there shall be credited, concurrently with amounts required to meet the Bond Requirements for any Outstanding Parity Lien Bonds heretofore or hereinafter issued, to the special and separate account created herein exclusively for the Bonds and known as the "City of Grand Junction, Colorado, Taxable Joint Sewer System Revenue Bonds (Direct Pay Build America Bonds), Series 2009, Bond Account" the following amounts:

A. Use of Moneys in the Bond Account. Moneys deposited in the Bond Account shall be used solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds. A separate account has been established to pay the principal of and interest on the Loan, and separate bond accounts shall be established for any Parity Lien Bonds hereinafter issued. The Bond Account, the separate account established to pay the principal of and interest on the Loan, and any additional bond accounts established to pay the principal of and interest on Parity Lien Bonds hereinafter issued either presently have or will have upon their issuance a claim to the Net Revenues equal to and on a parity with that of the Bond Account.

B. Deposits to the Bond Account. On or before the last day of each month, commencing in the month next succeeding the date of issuance of the Bonds, the City shall deposit to the Bond Account from the Net Revenues an amount equal to the Pro Rata Portion of the interest and principal to come due on the Bonds on the next succeeding interest payment date, concurrently with the deposits to all separate accounts of amounts equal to the Pro Rata Portion of the interest and principal to come due on any Outstanding Parity Lien Bonds on the next succeeding interest payment date. All deposits to the Bond Account shall first be allocated to the payment of interest to come due on the Bonds. The BAB Credit relating to the Bonds shall also be deposited directly into the Bond Account as and when received and such monies used as a credit against the next succeeding interest payment due on the Bonds; provided, however, if, after taking into account the amount already deposited into the Bond Account all or any portion of the BAB Credit is not needed to pay the next succeeding interest payment due on the Bonds the portion not so needed shall be used to reimburse the City for the amount already deposited into the Bond Account and shall instead be applied as otherwise provided in Sections 602 through 610 hereof.

C. Investments. Moneys deposited in the Bond Account may be invested or deposited in securities or obligations which are Investment Securities. The investment of moneys deposited in the Bond Account shall, however, be subject to the covenants and provisions of the Tax Compliance Certificate.

Third, from any remaining Net Revenues, there shall be credited, if necessary, sufficient amounts into a separate account known as the "City of Grand Junction, Colorado, Taxable Joint Sewer System Revenue Bonds (Direct Pay Build America Bonds), Series 2009, Reserve Account," any amounts necessary to meet the Reserve Account Requirement, and to any such similar account created pursuant to an ordinance authorizing the issuance of Parity Lien Bonds, on a pro rata basis.

A. Use of Moneys in the Reserve Account. Moneys in the Reserve Account shall be used, if necessary, only to prevent a default in the payment of the principal of, premium, if any, and interest on the Bonds when due. Moneys on deposit in the Reserve Account, proceeds of the liquidation of Investment Securities on deposit in the Reserve Account, or moneys available from a Reserve Account Insurance Policy shall be transferred to the Bond Account on any date on which a payment of principal



of, premium, if any, or interest on the Bonds is due to the extent the amount on deposit in the Bond Account is insufficient to make such payment.

*B. Funding and Maintenance of Reserve Account Requirement.* The Reserve Account Requirement shall be funded and maintained by any one of or any combination of (i) cash; (ii) Investment Securities; and (iii) a Reserve Account Insurance Policy which provides for payments when and as required for purposes of the applicable reserve account and is issued by an obligor whose obligations such as the Reserve Account Insurance Policy are either (A) rated by a rating agency as investment grade or (B) if a rating has been obtained on the Bonds whose obligations are rated by each rating agency that then maintains a rating on the Bonds in a category (or comparable classification) equal to or higher than the category, if any, in which the Bonds are rated. To the extent that the Reserve Account Requirement is funded from Investment Securities, such investments shall have an aggregate weighted term to maturity of not greater than five years.

*C. Valuation of Deposits.* Cash shall satisfy the Reserve Account Requirement by the amount of cash on deposit. Investment Securities shall satisfy the Reserve Account Requirement by the value of such investments. The value of each Permitted Investment on deposit in the Reserve Account shall be (i) its purchase price from the date of purchase until the first date thereafter on which the Reserve Account Requirement is calculated pursuant to paragraph D. of this section and (ii) following each date on which the Reserve Account Requirement is calculated pursuant to paragraph D. of this section until the next date on which the Reserve Account Requirement is so calculated, its fair market value determined as of such calculation date. A Reserve Account Insurance Policy shall satisfy the Reserve Account Requirement by the amount payable to the City pursuant to such policy.

*D. Calculation of Reserve Account Requirement and Transfers Resulting from Calculation.* The Reserve Account Requirement shall be calculated as of (i) the date of issuance of the Bonds; and (ii) not less than every six months. If at any time the calculated amounts of the Reserve Account are less than the Reserve Account Requirement or transfers are made from the Reserve Account as provided in paragraph (A) hereof, then the City shall deposit to the Reserve Account from the Net Revenues amounts sufficient to bring the amounts deposited in the Reserve Account to the Reserve Account Requirement. If at any time the calculated amounts of the Reserve Account are more than the Reserve Account Requirement, then the City shall transfer from the Reserve Account to the Bond Account any amounts which are in excess of the Reserve Account Requirement. Such deposits shall be made as soon as possible after such use or calculation, but in accordance with and subject to the limitations of this Article VI.

*E. Transfer of Interest Income to Bond Account.* The investment of moneys deposited in the Reserve Account shall be subject to the covenants and provisions of the Tax Compliance Certificate. Except to the extent otherwise required by

such section, interest income from the investment or reinvestment of moneys deposited in the Reserve Account shall be transferred to the Bond Account.

Fourth, for so long as the Loan Agreement is in place, from any remaining Net Revenues there shall be credited, if necessary, to the "Operations and Maintenance Reserve Fund" required by Exhibit F of the Loan Agreement such amounts as are necessary to maintain an amount therein equal to the three months of Operation and Maintenance Expenses excluding depreciation of the Joint System as set forth in the annual budget for the current Fiscal Year but in no event greater than \$1,250,000. Pursuant to the Loan Agreement, such amounts may be in the form of unobligated fund balances or other unobligated cash or securities (i.e. capital reserves) or may be in a separate segregated fund and shall be maintained a continuing reserve for payment of any lawful purpose relating to the Joint System.

Fifth, concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the "City of Grand Junction, Colorado, Taxable Joint Sewer System Revenue Bonds (Direct Pay Build America Bonds), Series 2009, Rebate Fund" moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the City to comply with Section 930 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this ordinance to the extent that such amounts are required to be paid to the United States Treasury. The City shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, the City shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Acquisition Fund and, to the extent permitted by Section 606 hereof, from the Reserve Account and the Bond Account. Upon receipt by the City of an opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Income Fund.

Sixth, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 605, 606, 607, and 608 hereof, any moneys remaining in the Income Fund may be used by the City for the payment of Bond Requirements of subordinate securities, including reasonable reserves for such subordinate securities and for rebate of amounts to the United States Treasury with respect to such subordinate securities.

After the payments hereinabove required to be made by Sections 602 through 609 hereof are made, any remaining Net Revenues in the Income Fund shall be used, first, for any one or any combination of necessary purposes relating to the operation, improvement or debt management of the Joint System and, second, to the

extent of any remaining surplus, for any one or any combination of lawful purposes as the Council, with the consent of the Board, may from time to time conclusively determine.

#### Section 7. General Administration

The special accounts designated in Articles V and VI hereof shall be administered as provided in this Article (but not any account under Section 1301 hereof).

Except as hereinafter provided, each of such special accounts shall be maintained by the City as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. 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 not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds at least three days prior to each interest payment date and each maturity or mandatory Redemption Date herein designated in amounts sufficient to pay the Bond Requirements then becoming due on the Outstanding Bonds.

Any moneys in the Acquisition Fund, Income Fund, Bond Account, Reserve Account and Rebate Fund and not needed for immediate use shall be invested or reinvested by the Finance Director in Investment Securities. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Finance Director at the time of such investment or reinvestment; provided that (1) Investment Securities credited to the Reserve Account shall not mature later than ten years from the date of such investment or reinvestment and (2) collateral securities of any Investment Securities may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Investment Securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

The Investment Securities so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Income Fund, the Acquisition Fund, the Bond Account and the Rebate Fund shall be credited to such Fund, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Income Fund, the

Acquisition Fund, the Bond Account, the Reserve Account and the Rebate Fund shall be charged or debited to such Fund. Any interest or other gain from any investment or reinvestment of moneys accounted for in the Reserve Account (a) shall be credited to the Rebate Fund or the Bond Account, at the discretion of the Finance Director, if the amount credited to the Reserve Account immediately after such credit to the Rebate Fund or the Bond Account is not less than the Reserve Account Requirement and (b) if the amount credited to the Reserve Account is less than the Reserve Account Requirement, shall be credited to the Reserve Account (up to the amount of the deficiency). No loss or profit in any account on any investments or reinvestments in Investment Securities shall be deemed to take place as a result of market fluctuations of the Investment Securities prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Investment Securities shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the City until such gain is realized by the presentation of matured coupons for payment or otherwise.

The Finance Director shall present for redemption or sale on the prevailing market at the best price obtainable any Investment Securities so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Finance Director or any other officer or employee of the City shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this ordinance.

The moneys in any account designated in Articles V and VI hereof shall consist either of lawful money of the United States or Investment Securities, or both such money and such Investment Securities. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

The moneys credited to any fund or account designated in Article VI hereof for the payment of the Bond Requirements of any Bonds shall be used without requisition, voucher, warrant, further order or authority (other than is contained herein), or any other preliminaries, to pay promptly the Bond Requirements of any Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

#### Section 8. Securities Liens and Additional Securities

The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Revenues on a parity with the lien of the Net Revenues of the Parity Lien Bonds. The Policy Costs constitute an irrevocable and subordinate lien (but not necessarily an exclusive subordinate lien) upon the Net Revenues. The Bonds

constitute an irrevocable and exclusive lien on the BAB Credit payable with respect to the Bonds.

The Bonds and any Parity Lien Bonds heretofore issued or hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Revenues and shall not be entitled to any priority one over the other in the application of the Net Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Lien Bonds, it being the intention of the Council and the Board that there shall be no priority among the Bonds and any such Parity Lien Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Acquisition Fund, the Bond Account and the Reserve Account shall secure only the Bonds and the moneys in any acquisition, bond, reserve or similar funds established for other Parity Lien Bonds shall secure only such Parity Lien Bonds, (b) the BAB Credit payable with respect to the Bonds shall secure only the Bonds, and (c) other Parity Lien Bonds may have a lien on Net Revenues on a parity with the lien thereon of the Bonds even if no Reserve Account is established for such Parity Lien Bonds or a Reserve Account is established but with a different requirement as to the amount of moneys (or the value of a Reserve Account insurance policy with respect to such Parity Lien Bonds) required to be on deposit therein or the manner in which such Reserve Account is funded or the period of time over which such Reserve Account is funded.

Nothing herein prevents the issuance by the Council, with the consent of the Board, of additional securities payable from the Net Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds; but before any such additional Parity Lien Bonds, except as provided in Section 808, are authorized or actually issued, all of the following conditions must be satisfied:

Absence of Default. At the time of the adoption of the ordinance authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Article VI hereof, including any payments of Policy Costs.

Historic Earnings Test. The Net Revenues for any 12 consecutive months out of the 18 months preceding the month in which such securities are to be issued are at least equal to the sum of (a) 110% of the Combined Maximum Annual Principal and Interest Requirements of (i) the Outstanding Bonds and any Outstanding Parity Lien Bonds, (ii) such proposed Parity Lien Bonds to be issued and (iii) 100% of the Policy Costs then due and owing, if any, except as hereinafter otherwise expressly provided and (b) 100% of maximum annual debt service of all other indebtedness payable from the Net Revenues.

Adjustment of Gross Pledged Revenues. In any computation under paragraph B of this Section, the amount of the Gross Revenues for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the

Finance Director, as the case may be, which results from any changes which became effective not less than 60 days prior to the last day of the period for which Gross Revenues are determined in any schedule of fees, rates and other charges constituting Gross Revenues based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Revenues need not be decreased by the amount of any such estimated loss to the extent the Independent Accountant, the Independent Engineer or the Finance Director estimates the loss is temporary in nature or will be offset within a reasonable temporary period by an increase in revenues or a reduction in Operation and Maintenance Expenses not otherwise included in the calculations under this Section, and estimates any loss under this sentence will not at any time materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 921 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

Reduction of Annual Requirements. The respective annual Bond Requirements (including as such a requirement the amount of any prior redemption premiums due on any Redemption Date) shall be reduced to the extent such Bond 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, including the known minimum yield from any investment in Federal Securities and any bank deposits, including any certificate of deposit.

Consideration of Additional Expenses. In determining whether or not additional Parity Lien Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the Joint System as estimated by the Finance Director that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional securities; but the Finance Director may reduce any such increase in Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from the Capital Improvements to which such expenditure relates and not otherwise included in the calculations under this Section, if the Finance Director also opines that any such reduction in any such increase in Operation and Maintenance Expenses will not materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 921 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

A written certificate or written opinion by the Finance Director under Section 803(B) that such annual revenues, when adjusted as hereinabove provided in paragraphs C, D, and E of Section 803 hereof, are sufficient to pay such amounts, as provided in paragraph B of Section 803 hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional securities on a parity with the Bonds, subject to approval by the Board.

Nothing herein prevents the City from issuing additional securities payable from the Net Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Nothing herein permits the City to issue additional securities payable from the Net Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

The proceeds of any additional parity securities payable from any Net Revenues shall be used only to finance Capital Improvements or to refund other securities payable from Net Revenues, regardless of the priority or the lien of such securities on Net Revenues.

The Council, with the approval of the Board, may issue any refunding securities payable from Net Revenues to refund any Outstanding Bonds, Parity Lien Bonds or any subordinate securities heretofore or hereafter issued, with such details as the Council may by ordinance 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 such Outstanding securities of any one or more issues; but so long as the Bonds, or any part thereof, are Outstanding, refunding securities payable from Net Revenues may be issued on a parity with the unrefunded Bonds only if:

Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded portion of the Bonds; or

Requirements Not Increased. The Combined Maximum Annual Principal and Interest Requirements for the Bonds and Parity Lien Bonds Outstanding immediately after the issuance of the refunding securities is not greater than the Combined Maximum Annual Principal and Interest Requirements for all Bonds and Parity Lien Bonds Outstanding immediately prior to the issuance of the refunding securities and the lien of any refunding Parity Lien Bonds on the Net Pledged Revenues is not raised to a higher priority than the lien thereon of any securities thereby refunded; or

Earnings Test. The refunding securities are issued in compliance with Section 803(B) hereof.

#### Section 9. Protective Covenants

The City hereby covenants and agrees with the Owners of the Bonds and makes provisions which shall be a part of their contract with such Owners to the effect and with the purpose set forth in the following Sections of this Article.

The City, acting by and through the Council or otherwise, and the County to the extent required by the Policy Agreement, acting by and through the Board, shall

faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Revenues and the Joint System required by the Constitution and laws of the State, and various ordinances of the City, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or the use of the Joint System, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Gross Revenues and their application from time to time to the respective accounts provided therefor.

The City shall perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Gross Revenues, the Project, or the Joint System, or any combination thereof, with any other Persons.

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 Gross Revenues and other moneys 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 and to comply with any instrument of the City amendatory thereof, or supplemental thereto. The City, acting by and through the Council or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Gross Revenues and other moneys and accounts pledged hereunder and all the rights of every Owner of any Bond hereunder against all claims and demands of all Persons whomsoever.

Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, the Supplemental Public Securities Act and 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 State Constitution.

The City shall at all times operate the Joint System properly and in a sound and economical manner; and the City shall maintain, preserve and keep the same properly or cause the same so to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Joint System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the City in connection with the maintenance, repair and operation of the Joint System shall be reasonable and proper.

The City, acting by and through the Council, shall establish and enforce reasonable rules and regulations governing the operation, use and services of the Joint



System. The City shall observe and perform all of the terms and conditions contained in this ordinance and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Joint System or to the City.

The City shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Joint System, or upon any part thereof, or upon any portion of the Gross Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Joint System or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The City shall not create or suffer to be created any lien upon the Joint System, or any part thereof, or upon the Gross Revenues, except the pledge and lien created by this ordinance for the payment of the Bond Requirements of the Bonds and except as herein otherwise permitted. The City shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Joint System, or any part thereof, or the Gross Revenues; but nothing herein requires the City to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

The City, the officers, agents and employees of the City, and the Council, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bond Requirements of the Bonds and any other securities payable from the Net Revenues or any Policy Costs relating thereto according to the terms thereof, or prejudice the receipt of the BAB Credit with respect to the Bonds. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bond or other security payable from Net Revenues or any Policy Costs relating thereto might be prejudicially and materially impaired or diminished.

The City shall promptly pay the Bond Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

The Bond Account and the Reserve Account shall be used solely and only and the moneys credited to such accounts are hereby pledged for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 606, 704 and 1301 hereof.

Other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the Joint System, or any part thereof, or on or against the Gross Revenues on a parity with or superior to the lien thereon of the Bonds.

The City shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the City and is obligated by law to operate and maintain the Joint System and to fix and collect the Gross Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

Except for the use of the Joint System and services pertaining thereto in the normal course of business, neither all nor a substantial part of the Joint System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all the Bonds have been paid in full, as to all Bond Requirements, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized; and neither the City nor the County shall not dispose of its respective title to the Joint System or to any useful part thereof, including any property necessary to the operation and use of the Joint System and the lands and interests in lands comprising the sites of the Joint System, except as provided in Section 915 hereof.

The City or the County at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the Joint System and not useful in the construction, reconstruction or operation thereof, or which shall cease to be necessary for the efficient operation of the Joint System, or which shall have been replaced by other property of at least equal value. Any proceeds of any such sale, exchange or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the City in the Income Fund or into a special book account for the betterment, enlargement, extension, other improvement and equipment of the Joint System, or any combination thereof, as the Council and the Board may determine, and any proceeds of any such lease received shall be deposited by the City as Gross Revenues in the Income Fund.

So long as any of the Bonds are Outstanding, the City shall not grant any franchise or license to any competing facilities so that the Gross Revenues shall not be sufficient to satisfy the covenant in Section 921 hereof.

If any part of the Joint System is taken by the exercise of the power of eminent domain, the amount of any award received by the City or the County as a result of such taking shall be paid into the Income Fund or into a capital improvement account pertaining to the Joint System for the purposes thereof, or, applied to the redemption of the Outstanding Bonds and any Outstanding Parity Lien Bonds relating thereto, all as the Council and the Board may determine.

If the City defaults in paying the Bond Requirements of the Bonds and any other securities or Policy Costs relating thereto payable from the Gross Revenues promptly as the same fall due, or if the City or the County defaults in the keeping of any of its covenants herein contained, and if such default continues for a period of 60 days,

or if the Net Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds and any other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this ordinance) or Policy Costs relating thereto payable from the Net Revenues in that Fiscal Year, the City shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the Joint System so long as such default continues or so long as the Net Revenues are less than the amount hereinabove designated in this Section.

The Council and the Board, and officials of the City and the County, shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the Joint System.

While the Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the City for the use of or otherwise pertaining to and services rendered by the Joint System to the City, to their inhabitants and to all other users within and without the boundaries of the County shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the Joint System, the Operation and Maintenance Expenses thereof, and the amounts necessary to meet the Bond Requirements of all Bonds and any other securities payable from the Net Revenues, including, without limitation, reserves and any replacement accounts therefor.

There shall be charged against users of service pertaining to and users of the Joint System, including the City and the County, except as provided by Section 922 hereof, such fees, rates and other charges so that the Gross Revenues shall be adequate to meet the requirements of this and the preceding Sections hereof. Such charges pertaining to the Joint System shall be at least sufficient so that the Gross Revenues annually are sufficient to pay in each Fiscal Year:

Operation and Maintenance Expenses. An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year,

Principal and Interest. An amount equal to 110% of both the principal and interest on the Bonds and any Parity Lien Bonds then Outstanding payable from the Net Revenues in that Fiscal Year (excluding the reserves therefor), and

Deficiencies. Any amounts required to pay all Policy Costs, if any, due and owing and all sums, if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the Gross Revenues or any securities payable therefrom.

The City shall furnish no free service from the Joint System, and if the City or the County shall use the facilities of the Joint System for its own purposes, it shall pay monthly a fair and reasonable amount for such service; provided that nothing herein shall require the City or the County to charge tap fees to public buildings owned

by the City or the County or located on lands owned by the City or the County or for irrigation of land owned by the City or the County. In no event shall the City or the County pay a greater amount than would be charged a private consumer for the same amount of service. The City shall include in its annual appropriation and budget amounts sufficient to pay for all service so used.

The Council and the Board shall forthwith and in any event prior to the delivery of any of the Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 921 of this ordinance, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the Joint System may be made:

A. Proper Application. Unless the City and the County have fully complied with the provisions of Article VI of this ordinance for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

B. Sufficient Revenues. Unless the audit required by the Independent Accountant by Section 927 hereof for the full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule for the Joint System, after the schedule's proposed reduction, shall be at least sufficient to produce the amounts required by Section 921 hereof.

The City shall cause all fees, rates and other charges pertaining to the Joint System to be collected as soon as is reasonable, shall prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the Joint System, and shall provide methods of collection and penalties, to the end that the Gross Revenues shall be adequate to meet the requirements of this ordinance and any other ordinance supplemental thereto.

All bills for water services or facilities, sanitary sewer services and all other services or facilities furnished or served by or through the Joint System shall be rendered to customers on a regularly established basis. The fees, rates and other charges due shall be collected in a lawful manner, including, without limitation, discontinuance of service.

So long as any of the Bonds and any other Parity Lien Bonds payable from the Gross Revenues remain Outstanding, proper books of record and account shall be kept by the City, separate and apart from all other records and accounts.

The City, within 60 days following the close of each Fiscal Year, shall order an audit for the Fiscal Year of such books and accounts to be made forthwith by an Independent Accountant, and order an audit report showing the receipts and disbursements for each account pertaining to the Joint System and the Gross Revenues.

Joint System records and accounts, and audits thereof, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for utility operations comparable to the Joint System, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this ordinance.

Except to the extent of any self-insurance, the City shall at all times maintain, or cause to be maintained, with responsible insurers fire and extended coverage insurance, worker's compensation insurance, public liability insurance and all such other insurance as is customarily maintained with respect to utilities of like character against loss of or damage to the Joint System and against loss of revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City, the County, and of each Owner of a Bond. If any useful part of the Joint System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently proceed with the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of any use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Income Fund by the City as revenues derived from the operation of the Joint System. If the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for the payment of the same, moneys in the Income Fund shall be used to the extent necessary for such purposes, as permitted by Section 611 hereof.

The City hereby makes an irrevocable election that Section 54AA of the Code shall apply to the Bonds and that subsection (g) of Section 54AA will also apply to the Bonds so that the City will receive the BAB Credit. None of the Owners of the Bonds shall be entitled to any credit under Section 54AA of the Code. The City covenants 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 the Project if such action or omission would cause the City to not be entitled to the BAB Credit with respect to the Bonds. 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 have been met. The City shall timely file any document required by the Internal Revenue Service to be filed in order to claim the BAB Credit.

The City shall comply with the provisions of the Continuing Disclosure Certificate. Any failure by the City to perform in accordance with this Section shall not constitute an Event of Default under this Ordinance, and the rights and remedies provided by this ordinance upon the occurrence of an Event of Default shall not apply to any such failure. The Paying Agent shall not have any power or duty to enforce this Section. No Owner of a Bond shall be entitled to damages for the City's non-compliance with its obligations under this Section; however, the Owners of the Bonds

may enforce specific performance of the obligations contained in this Section by any judicial proceeding available.

#### Section 10. Privileges, Rights and Remedies

Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided and this ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Gross Revenues and the proceeds of the Bonds.

Nothing in this Article affects or impairs the right of any Owner of any Bond to enforce the payment of the Bond Requirements due in connection with his or her Bond or the obligation of the City to pay the Bond Requirements of each Bond to the Owner thereof at the time and the place expressed in the Bond.

Each of the following events is hereby declared an "Event of Default," provided however, that in determining whether a payment default has occurred pursuant to paragraphs A or B of this Section, no effect shall be given to payments made under the Insurance Policy:

A. Nonpayment of Principal. Payment of the principal of any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. Nonpayment of Interest. Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

C. Cross Defaults. The occurrence and continuance of an "event of default," as defined in any Parity Bond Ordinance;

D. Failure to Reconstruct. The City unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the Joint System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the Joint System;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the City and the County appointing a receiver or receivers for the Joint System or for the Gross Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the City or the County is not vacated or discharged or stayed on appeal within 60 days after entry; and

F. Default of Any Provision. The City defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this ordinance on its part to be performed (other than Section 931 hereof), and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the City and the Insurer specifying the failure and requiring that it be remedied, which notice shall be given by the Paying Agent at the written request of the Owners of not less than 25 percent in aggregate principal amount of Bonds then Outstanding.

Upon the happening and continuance of any Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the City, and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds and any other Parity Lien Bonds.

Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the City, may enter and may take possession of the Joint System, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Revenues arising after the appointment of such receiver in the same manner as the City itself might do.

The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the City, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Upon the happening of any Event of Default, the City shall do and perform all proper acts on behalf of and for the Owners of Bonds to protect and to preserve the security created for the payment of the Bonds and to insure the payment of the Bond Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Gross Revenues shall be paid into the Bond Account and into bond or similar funds established for other Parity Lien Bonds

then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Lien Bonds then Outstanding. If 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 to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the City under any agreement, lease or other contract involving the Joint System or the Gross Revenues entered into prior to the effective date of this ordinance or thereafter while any of the Bonds are Outstanding.

#### Section 11. Amendment of Ordinance

Except as hereafter provided, this ordinance may be amended or supplemented by ordinances adopted by the Council, and approved by the Board, in accordance with law, without receipt by the City of any additional consideration, but with the written consent of the Insurer, and, subject to Section 1201 hereof, the Owners of not less than 66% in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 102(B) hereof, any Bonds which may then be held or owned for the account of the City or the County. Notwithstanding the foregoing, no such ordinance shall permit:

- A. a change in the maturity, terms of redemption or interest payment of any Outstanding Bond; or
- B. a reduction in the principal amount of any Bond or the rate of interest thereon, without the consent of the Owner of the Bond; or
- C. the creation of a lien upon or a pledge of revenues ranking prior to the lien or to the pledge created by this ordinance; or
- D. a reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the Owners of which is required for any such modification or amendment; or
- E. the establishment of priorities as between Bonds issued and Outstanding; or
- F. the modification of or otherwise affecting the rights of the Owners of less than all of the Outstanding Bonds.

Notwithstanding the foregoing provisions of this Section, this ordinance and the rights and obligations of the City, the County, and of the Owners of the Bonds may also be modified or amended at any time, with the written consent of the Insurer but without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any or all of the following purposes:



A. to add to the covenants and agreements of the City or the County in this ordinance contained other covenants and agreements thereafter to be observed;

B. to subject to the covenants and agreements of the City and the County in this ordinance additional Joint System revenues, to be defined and treated as Gross Revenues, for the purpose of providing additional security for the Bonds and any Parity Lien Bonds;

C. in connection with the provision of a Reserve Account Insurance Policy subsequent to the issuance of the Bonds;

D. to provide for the appointment of a new Paying Agent; or

E. to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this ordinance, or in regard to questions arising under this ordinance, as the City may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds.

Whenever the Council proposes to amend or modify this ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent and to the Insurer. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file in the office of the City Clerk for public inspection. Notice of the proposed amendment, together with a copy of the proposed amendatory ordinance, shall be delivered to the Rating Agencies then maintaining a rating on the Bonds at least 15 days in advance of the adoption of the amendment. A full transcript of all proceedings relating to the execution of such amendatory ordinance shall be provided to the Insurer.

If the ordinance is required to be consented to by the Owners of the Bonds, whenever at any time within one year from the date of the giving of such notice there shall be filed in the office of the City Clerk an instrument or instruments executed by the Owners of at least 66% in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance described in such notice and shall specifically consent to and approve the adoption of such ordinance, the Council may adopt such amendatory ordinance and such ordinance shall become effective. If the ordinance is not required to be consented to by the Owners of the Bonds, the amendatory ordinance may be adopted by the Council at any time, subject to approval by the Board.

If the Owners of not less than 66% in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance requiring consent of the Owners of the Bonds, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond, whether or not such Owner shall have consented to or shall have revoked

any consent as in this Article provided, shall have any right or interest to object to the adoption of such amendatory ordinance or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after 6 months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk, but such revocation shall not be effective if the Owners of not less than 66% in aggregate principal amount of the Bonds Outstanding as in this Article provided, prior to the attempted revocation, consented to and approved the amendatory ordinance referred to in such revocation.

Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this ordinance or of any ordinance amendatory thereof or supplemental thereto and the rights and the obligations of the City and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the adoption by the Council, with the approval of the Board, and upon the filing with the City Clerk of an ordinance to that effect and with the consent of the Owners of all the then Outstanding Bonds, such consent to be given as provided in Section 1103 hereof; and no notice to Owners of Bonds shall be required as provided in Section 1102 hereof, nor shall the time of consent be limited except as may be provided in such consent.

At the time of any consent or of other action taken under this Article, the City shall furnish to the City Clerk a certificate of the Finance Director, upon which the City may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, as provided in Section 102(B) hereof.

Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Council as to such action; and after the approval of such notation, then upon demand of the Owner of any Bond Outstanding and upon presentation of his or her Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Council so determines, new Bonds, so modified as in the opinion of the Council to conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such

instrument, and the date of his or her holding the same may be proved as provided by Section 1303 hereof.

Copies of any supplemental or amendatory ordinance shall be sent by the City to the Rating Agencies at least 10 days prior to the effective date thereof.

#### Section 12. Insurance Policy Provisions

Notwithstanding any provision of this ordinance to the contrary, so long as the Insurer is not in default in its payment obligations under the Insurance Policy, the Insurer shall at all times be deemed the sole and exclusive Owner of the Outstanding Bonds for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies pursuant to this ordinance, including but not limited to approval of or consent to any amendment of or supplement to this ordinance which requires the consent or approval of the Owners of not less than 66% in aggregate principal amount of the Bonds then Outstanding pursuant to this ordinance; provided, however, that the Insurer shall not be deemed to be the sole and exclusive Owner of the Outstanding Bonds with respect to any amendment or supplement to this Indenture which seeks to amend or supplement this Indenture for the purposes set forth in clauses A (1) through A (6) of Section 1101 hereof, and provided, further, that the Insurer shall not have the right to direct or consent to City, Paying Agent or Owner action as provided herein, if:

- A. the Insurer shall be in payment default under the Insurance Policy;
- B. any material provision of the Insurance Policy shall be held to be invalid by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by the Insurer; or
- C. a proceeding shall have been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Insurer under Article 16 of the Insurance Law of the State of New York or any successor provision thereto and such proceeding is not terminated for a period of 90 consecutive days or such court enters an order granting the relief sought in such proceeding.

To the extent that the Insurer makes payment of any principal of or interest on a Bond, it shall be fully subrogated to all of the Owner's rights thereunder in accordance with the terms of the Insurance Policy to the extent of such payment, including the Owner's rights to payment thereof.

In the event that the principal of or interest on a Bond shall be paid by the Insurer pursuant to the terms of the Insurance Policy: (1) such Bond shall continue to be "Outstanding" under this ordinance, and (2) the Insurer shall be fully subrogated to all of the rights of the Owner thereof in accordance with the terms and conditions of paragraph B of this Section and the Insurance Policy.

This ordinance shall not be discharged unless and until all amounts due to the Insurer have been paid in full or duly provided for.

The rights granted under this ordinance to the Insurer to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit of or on behalf of the Owners, nor does such action evidence any position of the Insurer, positive or negative, as to whether Owner consent is required in addition to consent of the Insurer.

No modification, amendment or supplement to this ordinance shall become effective except upon obtaining the prior written consent of the Insurer.

No contract shall be entered into nor any action taken by the City or the Paying Agent pursuant to which the rights of the Insurer or security for or sources of payment of the Bonds under this ordinance may be impaired or prejudiced except upon obtaining the prior written consent of the Insurer.

#### Section 13. Miscellaneous

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), together with all other sums payable hereunder, then this ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. Also if all Outstanding Bonds shall have been purchased by the City or the County and delivered to the Paying Agent for cancellation, and all other sums payable hereunder have been paid, or provision shall have been made for the payment of the same, 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 404 hereof notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of Section 404 hereof, (b) there shall have been deposited with the Paying Agent or other Trust Bank 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 Trust Bank at the same time, shall be sufficient to pay when due the Bond Requirements 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 404 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 Trust Bank 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 Bond Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank 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 Bond Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, 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 Bond Requirements 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 Trust Bank.

In the case of the Bonds, the City is obligated to contribute additional securities or monies to the escrow or trust if necessary to provide sufficient amounts to satisfy the payment obligations on the Bonds.

In the event that any Bond is deemed to have been paid and defeased in accordance with (b) of the preceding paragraph, then in connection therewith, the City shall cause to be delivered a verification report of an independent nationally recognized certified public accountant. If a forward supply contract is employed in connection with the refunding, (1) such verification report shall expressly state that the adequacy of the escrow to accomplish the refunding relies solely on the initial escrowed investments and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (2) the applicable escrow agreement shall provide that in the event of any discrepancy or difference between the terms of the forward supply contract and the escrow agreement (or the authorizing ordinance, if no separate escrow agreement is utilized), the terms of the escrow agreement or authorizing ordinance, if applicable, shall be controlling.

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 then 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 Trust Bank as provided in this Section.

The officers and employees of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance, including, without limitation:

A. Final Certificates. The execution of such certificates as may be reasonably required by the Purchaser, including the Continuing Disclosure Certificate;

B. Paying Agent Agreement. The execution and delivery of an agreement with the Paying Agent necessary or desirable to evidence the acceptance by the Paying Agent of its duties hereunder;

C. Official Statement. The execution and delivery of the final Official Statement; and

D. Bond Purchase Agreement. the execution and delivery of the Purchase Contract between the City and the Purchaser.

Any request, consent or other instrument which this ordinance may require or may permit to be signed and to be executed by the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by his or her attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this ordinance (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or his or her attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the City Clerk or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons

executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of Bonds held by any Person and the numbers, date and other identification thereof, together with the date of his or her holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

Nothing in this ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the City, the County, the Paying Agent, the Insurer and the Owners of the Bonds, any right, remedy or claim under or by reason of this ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent, the Insurer and the Owners of the Bonds.

Except as otherwise may be provided in this ordinance, all notices, certificates, requests or other communications pursuant to this ordinance shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the City at:

City of Grand Junction, Colorado  
250 N. 5th Street,  
Grand Junction, CO 81501  
Attention: Finance Director

If to the Paying Agent at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any of the foregoing Persons may, by notice given hereunder to each of the other Persons, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this ordinance, and no interest shall accrue for the period after such nominal date.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS \_\_\_\_ DAY OF OCTOBER, 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 NOVEMBER, 2009.

CITY OF GRAND JUNCTION, COLORADO

[ S E A L ]

\_\_\_\_\_  
PRESIDENT OF THE CITY COUNCIL

Attest:

\_\_\_\_\_  
City Clerk



EXHIBIT A

(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  
COUNTY OF MESA  
CITY OF GRAND JUNCTION, COLORADO  
TAXABLE JOINT SEWER SYSTEM REVENUE BOND  
(DIRECT PAY BUILD AMERICA BOND)  
SERIES 2009

No. R- \_\_\_\_\_ \$ \_\_\_\_\_

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED AS OF</u>	<u>CUSIP NO.</u>
_____ %	December 1, 20__	December __, 2009	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: \_\_\_\_\_  
DOLLARS

The City of Grand Junction (the "City"), in the County of Mesa and State of Colorado (the "State"), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on June 1 and December 1 in each year, commencing on \_\_\_\_\_, 2009, until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the Council of the City on November 2, 2009 (the "Ordinance"). This is one of an authorized series of bonds issued under the Ordinance (the "Bonds"). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City and the Paying Agent, the rights of the Owners of the Bonds, the events of defaults and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY SECURED BY THE NET REVENUES AND THE BAB CREDIT. THE BONDS DO NOT CONSTITUTE A DEBT OF THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NONE OF THE CITY, THE COUNTY, THE STATE OR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NONE OF THE MEMBERS OF THE COUNCIL OF THE CITY OR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State, the laws of the State of Colorado, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any Constitutional or statutory limitation.

The bonds of the series of which this bond is one are issued under the authority of Section 93(f) of the City Charter and Title 37, Article 45.1, of the Colorado Revised Statutes, as amended. Pursuant to Section 11-57-210 of the Colorado Revised Statutes, as amended, this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds and the Bonds shall be incontestable for any cause whatsoever after their delivery for value.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City Council of the City of Grand Junction, Colorado has caused this Bond to be signed by the manual or facsimile signature of the President of the City Council; sealed with a manual or facsimile impression of the seal of the City; and attested by the manual or facsimile signature of the City Clerk; and has further caused this Bond to be approved by the Board of County Commissioners of Mesa County, Colorado, with the manual or facsimile signature of the Chair of the County Board of Commissioners; sealed with a manual or facsimile impression of the seal of the County; countersigned by the manual or facsimile signature of the County

Treasurer; and attested by the manual or facsimile signature of the County Clerk, all of the day first above written.

CITY OF GRAND JUNCTION, COLORADO

( S E A L )

\_\_\_\_\_  
(Facsimile Signature)  
President of the City Council

ATTESTED:

\_\_\_\_\_  
(Facsimile Signature)  
City Clerk

APPROVED BY:

MESA COUNTY, COLORADO

( S E A L )

\_\_\_\_\_  
(Facsimile Signature)  
Chair, Board of County Commissioners

ATTESTED:

\_\_\_\_\_  
(Facsimile Signature)  
County Clerk

Countersigned:

\_\_\_\_\_  
(Facsimile Signature)  
County Treasurer

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication)

**REGISTRAR'S CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

[Name of Paying Agent],  
as Registrar

Date of Authentication  
and Registration:

By: \_\_\_\_\_  
Authorized Officer or Employee

\_\_\_\_\_

(End of Form of Registrar's Certificate of Authentication)

(Form of Prepayment Panel)

**PREPAYMENT PANEL**

The following installments of principal (or portion thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance authorizing the issuance of this Bond.

---

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	Signature of Authorized Representative of the <u>Depository</u>

---

(End of Form of Prepayment Panel)

(Form of Assignment)

**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 records of the Registrar, with full power of substitution in the premises.

\_\_\_\_\_

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

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.

EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment)

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:

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 October 19, 2009 and was duly adopted and ordered published in full by the Council at a regular meeting thereof held on November 2, 2009, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of October 19, 2009, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Bruce Hill				
Teresa Coons				
Bonnie Beckstein				
Tom Kenyon				
Gregg Palmer				
Bill Pitts				
Linda Romer Todd				

The Ordinance was duly moved and seconded and the Ordinance was finally passed on second reading at the meeting of \_\_\_\_\_, 2009, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting "Aye"</u>	<u>Voting "Nay"</u>	<u>Absent</u>	<u>Abstaining</u>
Bruce Hill				
Teresa Coons				
Bonnie Beckstein				
Tom Kenyon				
Gregg Palmer				
Bill Pitts				
Linda Romer Todd				

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

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.

There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Ordinance.

Notices of the meetings of October 19, 2009 and November 2, 2009 in the forms attached hereto as Exhibit A were posted at City Hall in accordance with law.

The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on \_\_\_\_\_, 2009 and \_\_\_\_\_, 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 November, 2009.

[ S E A L ]

\_\_\_\_\_  
City Clerk and Clerk to the Council



EXHIBIT A

(Attach Notices of Meetings of October 19, 2009 and November 2, 2009)

EXHIBIT B  
(Attach Affidavits of Publication)

EXHIBIT C  
(Attach Notice of Meeting)



Attach 4

**Setting a Hearing Approving Loan from the Colorado Water Resources and Power Development Authority**

Date: September 25, 2009

Author: Mary Lynn Bacus

Paralegal

Title/ Phone Ext: 244-1505

Proposed Schedule: \_\_\_\_\_

Monday, October 19, 2009

2nd Reading (if applicable): Monday,

November 2, 2009

**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> Approving Loan from the Colorado Water Resources and Power Development Authority
<b>File # (if applicable):</b>
<b>Presenters Name &amp; Title:</b> Greg Trainor, Utilities, Streets, and Facilities Director Tim Moore, Public Works & Planning Director

**Executive Summary:**

The City Council has determined that in the interests of the City and the public, certain improvements are required to the City’s water system, including the replacement of certain existing cast iron and steel water distribution lines within the system. To finance the project, the City Council has determined that it is necessary and advisable to enter into a loan agreement with the Colorado Water Resources and Power Development Authority (“CWRPDA”) for a loan amount of \$3,800,000.00.

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

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

The projects funded with this loan will help the City and County sustain, develop and enhance a healthy, diverse economy. Completion of the proposed projects will aid in our continued provision of reliable and safe delivery of potable water to the Citizens of Grand Junction.

**Action Requested/Recommendation:**

Approve the proposed ordinance at first reading on October 19, 2009 and set for a public hearing on November 2, 2009.

**Board or Committee Recommendation:**

N/A

**Background, Analysis and Options:**

There are currently about 35 miles of cast iron water lines within the City of Grand Junction's water distribution system. Approximately one third of these lines have a significant enough break history to warrant inclusion in the 10-year capital improvement plan. Repairs of the numerous breaks on these lines have found the pipe to be structurally compromised due to loss of pipe material from electrolysis. This project involves some of the larger distribution lines in our system located within arterial and local streets where water breaks are difficult to repair, and typically impact a greater service area.

Benefits of this replacement effort include; better water quality, less opportunity for contamination of the water system due to breaks, more reliable water service for our customers, and minimized possibility of future breaks within congested street corridors.

**Financial Impact/Budget:**

We have included the proposed \$3.8 million dollar loan in the water fund long range financial plan. Debt service for this loan will be carried for a 20-year period with a loan rate of 2.5% through the state revolving fund administered by the Colorado Water and Power Development Authority.

**Legal issues:**

N/A

**Other issues:**

N/A

**Previously presented or discussed:**

N/A

**Attachments:**

## Proposed Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS TO THE CITY'S WATER SYSTEM; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH**

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

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected and qualified; and

WHEREAS, the Council has determined and does hereby determine that the City's water system (the "System") is an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution ("TABOR"), and Section 37-45.1-103 of the Colorado Revised Statutes, as amended; and

WHEREAS, the Council has heretofore determined that the interest of the City and the public interest and necessity require certain improvements to the System, including the replacement of certain existing cast iron and steel water distribution lines within the System (collectively, the "Project"); and

WHEREAS, the Council has determined that in order to finance the Project it is necessary, advisable, and in the best interests of the City to enter into a loan agreement (the "Loan Agreement") with the Colorado Water Resources and Power Development Authority (the "CWRPDA"), a body corporate and political subdivision of the State of Colorado, pursuant to which CWRPDA will loan the City an amount not to exceed \$4,300,000 (the "Loan") for such purposes; and

WHEREAS, CWRPDA will obtain moneys to fund the Loan through the issuance of its bonds (the "CWRPDA Bonds"); and

WHEREAS, the City's repayment obligations under the Loan Agreement shall be evidenced by a governmental agency bond (the "Bond") to be issued by the City to CWRPDA; and

WHEREAS, the Bond and the Loan Agreement (collectively, the "Financing Documents") shall be a revenue obligation of the City payable from the Pledged Property (as defined in the Loan Agreement), and pursuant to TABOR and Article XII, Section 93(f) of the Charter may be approved by the Council without an election; and

WHEREAS, forms of the Financing Documents have been filed with the City Clerk; and

WHEREAS, the Council desires to approve the forms of the Financing Documents and authorize the execution thereof.

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

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

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



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

Section 3. Delegation and Parameters.

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

- (i) The interest rate on the Loan;
- (ii) The principal amount of the Loan;
- (iii) The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
- (iv) The conditions on which and the prices at which the Loan may be paid prior to maturity;
- (v) The dates on which the principal of and interest on the Loan are paid; and
- (vi) The existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 3 shall be subject to the following parameters and restrictions: (i) the interest rate on the Loan shall not exceed 3%; (ii) the principal amount of the Loan shall not exceed \$4,300,000; and (iii) the final maturity of the Loan shall not be later than December 31, 2030.

Section 4. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Financing Documents 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 Financing Documents after their delivery for value.

Section 5. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Financing Documents provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The revenues pledged to the payment of the Financing Documents shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

Section 6. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the date of adoption of this Ordinance.

Section 7. Limited Obligation; Special Obligation. The Financing Documents are payable solely from the Pledged Property and the Financing Documents do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

Section 8. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bond. 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 Bond and as a part of

the consideration of its sale or purchase, CWRPDA specifically waives any such recourse.

Section 9. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied only to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the City for capital expenditures heretofore incurred and paid from City funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation, the costs of obtaining the Loan.

Neither CWRPDA nor any subsequent owner(s) of the Financing Documents shall be responsible for the application or disposal by the City or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon.

Section 10. City Representative. Pursuant to Exhibit B of the Loan Agreement, Jodi Romero, Financial Operations Manager, and Jay Valentine, Assistant Financial Operations Manager, are each hereby designated an Authorized Officer (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan, the City, the Bond, or the Loan Agreement. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 11. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than 20 years from the date of the Loan.

Section 12. Direction to Take Authorizing Action. The appropriate officers of the City and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to the execution and delivery of such certificates and affidavits as may reasonably be required by CWRPDA.

Section 13. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby authorized, ratified, approved, and confirmed.

Section 14. CWRPDA's Official Statement. The appropriate officers and employees of the City are hereby authorized and directed to furnish and supply to CWRPDA information concerning the City for use in the preparation of an Official Statement to be used to market the CWRPDA Bonds.

Section 15. Repealer. All acts, orders, ordinances, or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 16. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 17. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the City and CWRPDA, and shall be and remain irrepealable until the Bond and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution, or other measure enacted after the issuance of the Bond shall in any way be construed as impairing the obligations of the City to keep and perform its covenants contained in this Ordinance.

Section 18. 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 \_\_\_\_ day of \_\_\_\_\_, 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 as follows:

(1) The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) that was introduced, passed on first reading and ordered published in full by the Council at a regular meeting thereof held on October 19, 2009 and was duly adopted and ordered published in full by the Council at a regular meeting thereof held on November 2, 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 October 19, 2009, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Bruce Hill				
Teresa Coons				
Bonnie Beckstein				
Tom Kenyon				
Gregg Palmer				
Bill Pitts				
Linda Romer Todd				

(3) The Ordinance was duly moved and seconded and the Ordinance was finally passed on second reading at the meeting of November 2, 2009, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting "Aye"</u>	<u>Voting "Nay"</u>	<u>Absent</u>	<u>Abstaining</u>
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 the Ordinance as set forth above.

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

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

(7) Notices of the meetings of October 19, 2009 and November 2, 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 \_\_\_\_\_, 2009 and \_\_\_\_\_, 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
City Clerk and Clerk to the Council

[ S E A L ]

EXHIBIT A

(Attach Notices of Meetings of October 19, 2009 and November 2, 2009)



EXHIBIT B  
(Attach Notice of Meeting)



Date: 10-9-2009  
 Author: Rick Dorris  
 Title/Phone Ext: Dev. Engr.,  
 4034  
 Proposed Schedule: 10-19-  
 2009  
 2nd Reading: N/A

**Attach 5**  
**Public Hearing – Moir Growth Plan**  
**Amendment, Located at 399 29 Road and 2895**  
**Riverside Parkway**

**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> Moir Growth Plan Amendment, 399 29 Road & 2895 Riverside Parkway
<b>File # (if applicable):</b> GPA-2009-169
<b>Presenters Name &amp; Title:</b> Tim Moore, Public Works and Planning Director

**Executive Summary:**

This is a request to approve an amendment to the 2004 Pear Park Transportation and Access Management Plan (TAMP) to allow a right-in/right-out access onto the south side of Riverside Parkway approximately 300’ west of 29 Road. An amendment to the Pear Park Neighborhood Plan is an amendment to the Grand Valley Circulation Plan and is considered an amendment to the Growth Plan.

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

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.”

Approval of this Amendment will provide easier access into the commercial property, reduce the likelihood of commercial traffic traveling through a residential neighborhood, and relieve some of the right turn traffic at the 29 Road and Riverside Parkway intersection while meeting the TEDS standards.

**Action Requested/Recommendation:**

Approval of the Growth Plan Amendment Resolution.

**Board or Committee Recommendation:**

Planning Commission forwarded a recommendation of approval to the City Council on September 9, 2009 with the findings and conclusions listed in the Staff Report.

**Background, Analysis and Options:**

See attached staff report.

**Financial Impact/Budget:**

The cost estimate for engineering design and construction is \$62,000. Under the Transportation Capacity Payment policy, it is the City's responsibility to pay for the turn lane.

**Legal issues:**

Right-of-way must be purchased to construct the turn lane. It is the applicants responsibility to obtain the right-of-way and dedicate it to the City.

**Other issues:** N/A

**Previously presented or discussed:**

City Council previously approved the Pear Park Plan, but has not reviewed this site specific project.

**Attachments:**

1. Staff Report
2. Site Location Map
3. Aerial Photo Map
4. Future Land Use Map
5. Existing City & County Zoning Map
6. Original Transportation and Access Management Plan
7. Revised Transportation and Access Management Plan
8. Grand Valley Circulation Plan
9. Resolution

STAFF REPORT/BACKGROUND INFORMATION		
Location:		399 29 Road & 2895 Riverside Parkway
Applicant:		City of Grand Junction
Existing Land Use:		Vacant
Proposed Land Use:		Commercial
Surrounding Land Use:	North	Educational
	South	Vacant
	East	Agricultural/residential
	West	Rresidential
Existing Zoning:		C-1 (Light Commercial)
Proposed Zoning:		N/A
Surrounding Zoning:	North	MU (Mixed Use)
	South	C-1 (Light Commercial)
	East	County RSF-R (Residential Single Family – Rural)
	West	County RSF-R
Future Land Use		Commercial

#### PROJECT DESCRIPTION:

This is a request to approve an amendment to the 2004 Pear Park Transportation and Access Management Plan (TAMP) to allow a right-in/right-out access onto the south side of Riverside Parkway approximately 300' west of 29 Road.

#### BACKGROUND INFORMATION

##### CITY JURISDICTION:

The City's home rule powers and Section 212 of Article 23 of Title 31 of the Colorado Revised Statutes grants authority to the City to make and adopt a plan for the physical development of streets and roads located within the legal boundaries of the municipality and all lands lying within three miles of the municipal boundary. This Growth Plan Amendment (GPA) lies within the incorporated boundaries of the City of Grand Junction and the unincorporated areas of Mesa County.

## STAFF ANALYSIS

The Pear Park Plan (PPP) was adopted in December of 2004 and contained a "Transportation and Access Management Plan" (TAMP), Figure 5. The purpose of the TAMP was to identify intersections and access onto the major streets. The entire Pear Park area was analyzed and specific street connection points were shown on the map. Access spacing was more stringent than the Transportation Engineering Design Standards (TEDS) which is the normal guiding document. The goal was to maintain street capacity, by limiting access, so a three lane street section would handle traffic into the foreseeable future. The goal specific to intersections was to keep access as far away from the intersection as feasibly possible while still allowing access to private property. The further away the better for intersection operation. The assumption was that in some cases, several parcels might need to be assembled to provide the desired access. The TAMP became part of the Grand Valley Circulation Plan (GVCP) at adoption.

The 399 29 Road property is immediately west of 29 Road and south of Riverside Parkway and is zoned Commercial. The property just west of it (2895 Riverside Parkway) is zoned PUD in the County. The TAMP shows access to this area approximately 650 feet south on 29 Road and approximately 750 feet west on Riverside Parkway. The Developer owns four parcels along 29 Road (only two of which are affected by this proposal), Figure 2. He desires to build a convenience store and strip retail on them. The access point from 29 Road shown on the TAMP will be constructed with this project. A right-in/right-out access point 300 feet west of 29 Road on Riverside Parkway is also desired by the Developer. This access will be construction on the 2895 Riverside Parkway parcel: the Developer has an access agreement with the property owner. The TAMP shows access 650 feet west and therefore precludes access at 300 feet. The TAMP anticipated the access, 650 feet west of 29 Road, would connect with the subject parcels. The access 650 feet west of 29 Road enters a residential area and there has already been a residential Preliminary Plan submittal for this property. If connectivity happens as shown on the TAMP, a significant amount of traffic destined for the commercial property (C-store) may travel through the residential neighborhood. While connectivity between the land uses is desirable, this situation is undesirable and was not anticipated when the Pear Park Plan was prepared. The PPP failed to adequately analyze access to this area given the number of small existing parcels.

There is currently an eastbound right turn lane on Riverside Parkway to turn southbound onto 29 Road. The Developer has performed a traffic analysis to determine if the site access will trigger a right turn lane and found that it will be required at some point in the future. The Developer will be required to buy and dedicate the right of way to the City and the City will be required to build the right turn lane when needed.

The Comprehensive Plan currently being developed shows the intersection of 29 Road and Riverside Parkway as a “Village Center,” however, it is not yet adopted.

## SUMMARY

Approval of this Amendment will provide easier access into the commercial property, reduce the likelihood of commercial traffic traveling through a residential neighborhood, and relieve some of the right turn traffic at the 29 and Riverside Parkway intersection while meeting the TEDS standards.

## APPROVAL CRITERIA

Since an amendment to the Pear Park Neighborhood Plan is an amendment to the Grand Valley Circulation Plan and considered an amendment to the Growth Plan, approval criteria (list of seven) found in the City of Grand Junction’s Zoning and Development Code for Growth Plan Amendments in Section 2.5.C.2 are applicable.

The City and County shall amend the Grand Valley Circulation Plan and Urban Trails Master Plan if:

- a. There was an error such that then-existing facts, projects, or trends that were reasonably foreseeable were not accounted for;  
*There was an error in the TAMP because the street interconnectivity proposed would have encouraged commercial traffic through residential areas.*
- b. Subsequent events have invalidated the original premises and findings;  
*The recent adoption of the Mesa State College Outline Development Plan on the north side of Riverside Parkway and the possible adoption of a “Village Center” at this intersection have changed the ultimate character of the area. Considering these recent changes and the small existing parcel size on this quadrant of the intersection, this right-in/right out access better facilitates parcel access.*
- c. The character and/or condition of the area has changed enough that the amendment is acceptable;  
*See response to item b above.*
- d. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment;  
*This proposal is consistent with the goals and policies of the Master Plan regarding transportation and network connections and the developing property will obtain easier access.*

- e. The change will facilitate safe and efficient access for all modes of transportation;  
*This access will provide easier access to serve neighboring parcels of land at a build-out consistent with the Growth Plan.*
  
- f. The change furthers the goals for circulation and interconnectivity:  
*This proposal provides easier access for commercial development, may improve parcel circulation and interconnectivity depending on ultimate development configuration, and encourages earlier development on this major intersection.*

## FINDINGS OF FACT/CONCLUSIONS

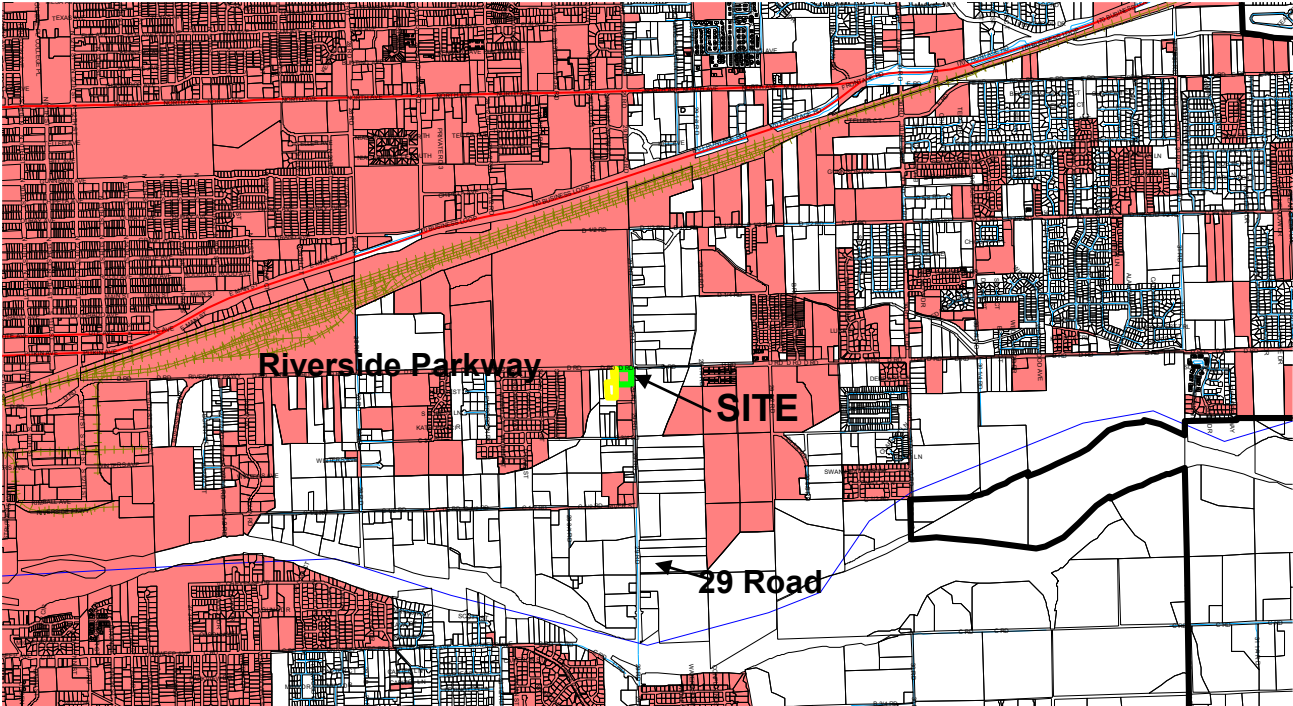
- 1. The requested amendment is consistent with the purpose and intent of the Growth Plan.
  
- 2. The review criteria in Section 2.5.C.2 of the Zoning and Development Code have all been met.

### Attachments:

- Figure 1 - Site Location Map
- Figure 2 - Aerial Photo Map
- Figure 3 - Future Land Use Map
- Figure 4 - Existing City/County Zoning Map
- Figure 5 - Original TAMP
- Figure 6 - Revised TAMP
- Figure 7 - Grand Valley Circulation Plan

# Site Location Map

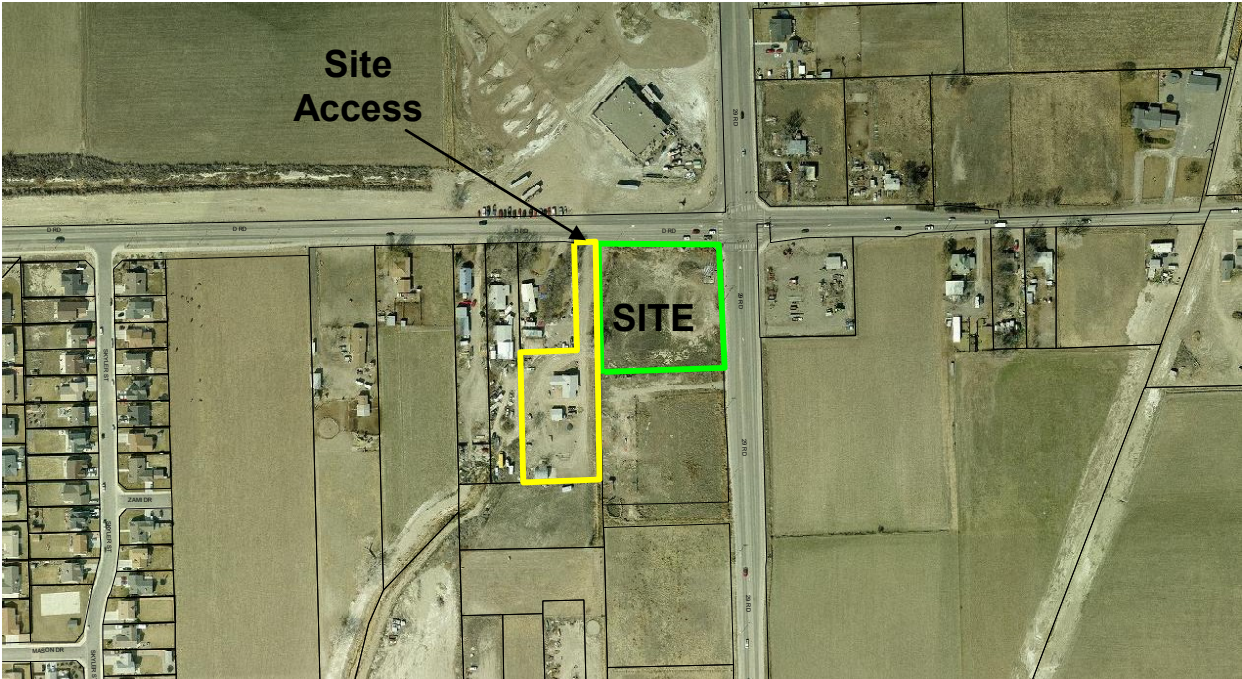
Figure 1





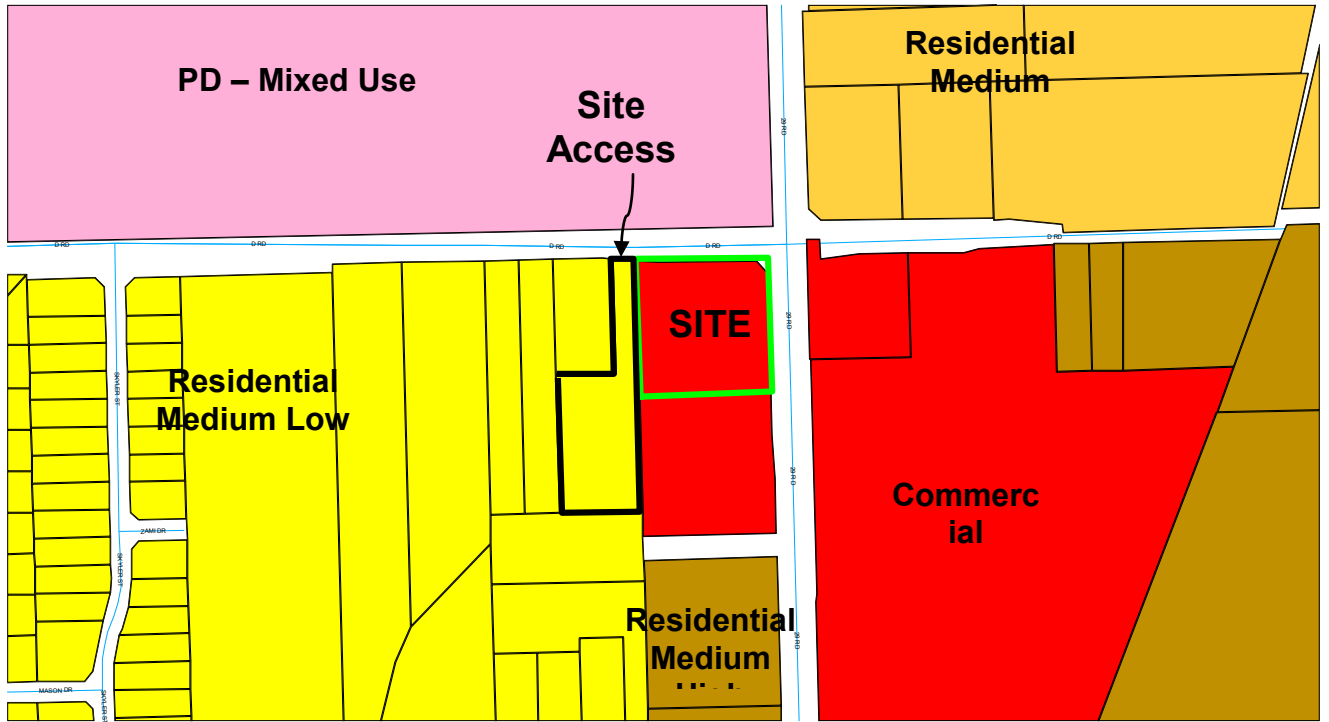
# Aerial Photo Map

Figure 2



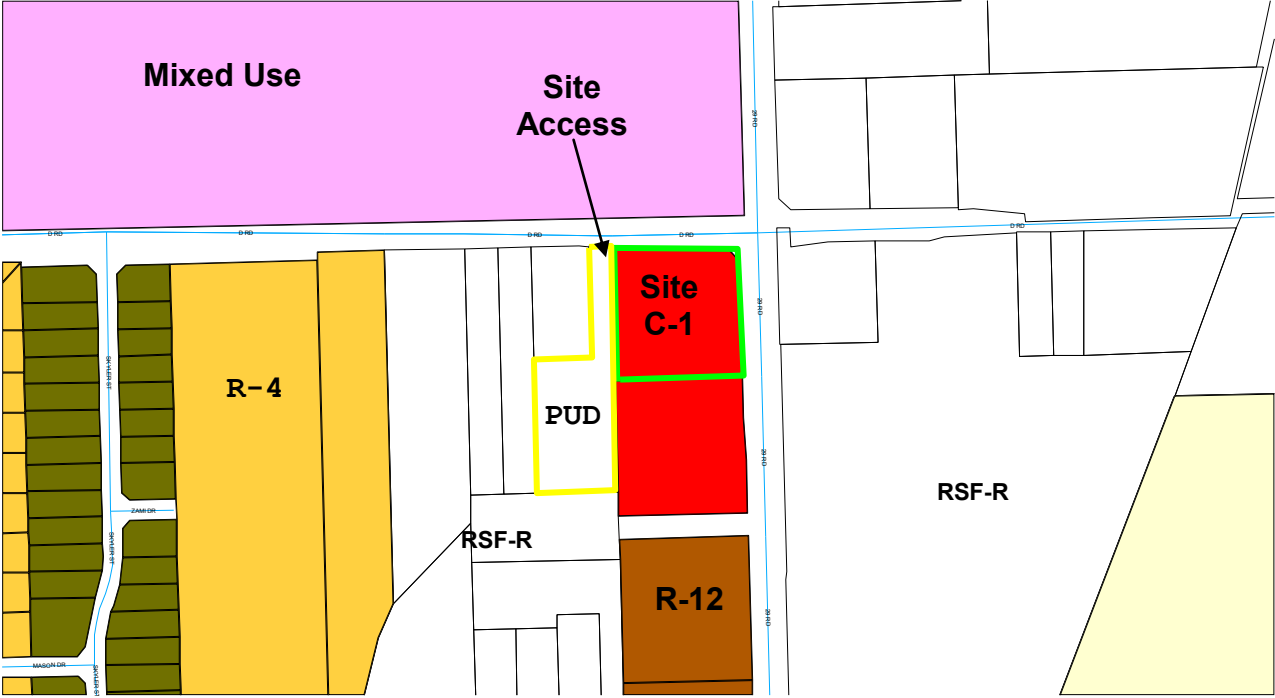
# Future Land Use Map

Figure 3



# Existing City and County Zoning

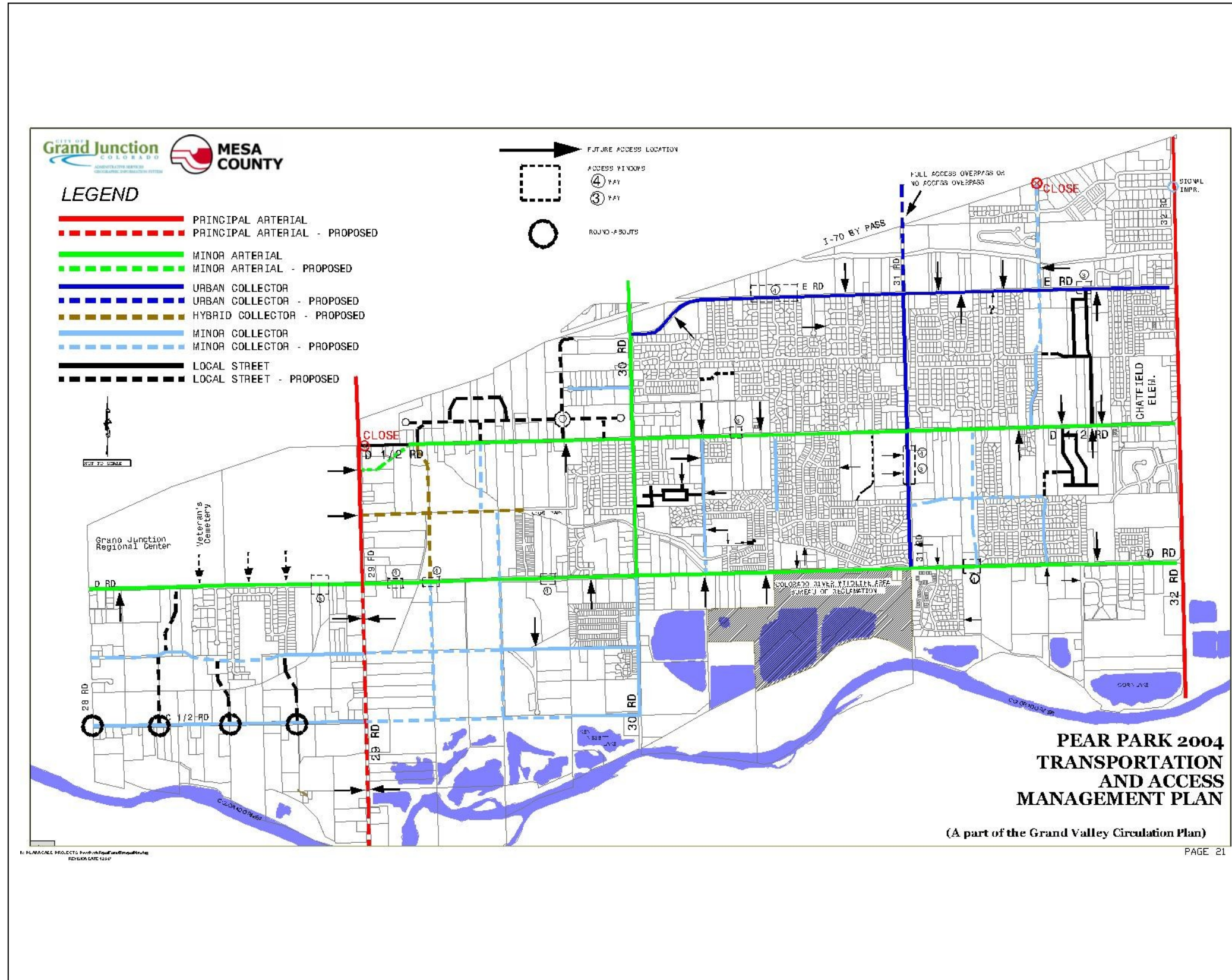
Figure 4



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."

# Original Transportation and Access Management Plan (TAMP)

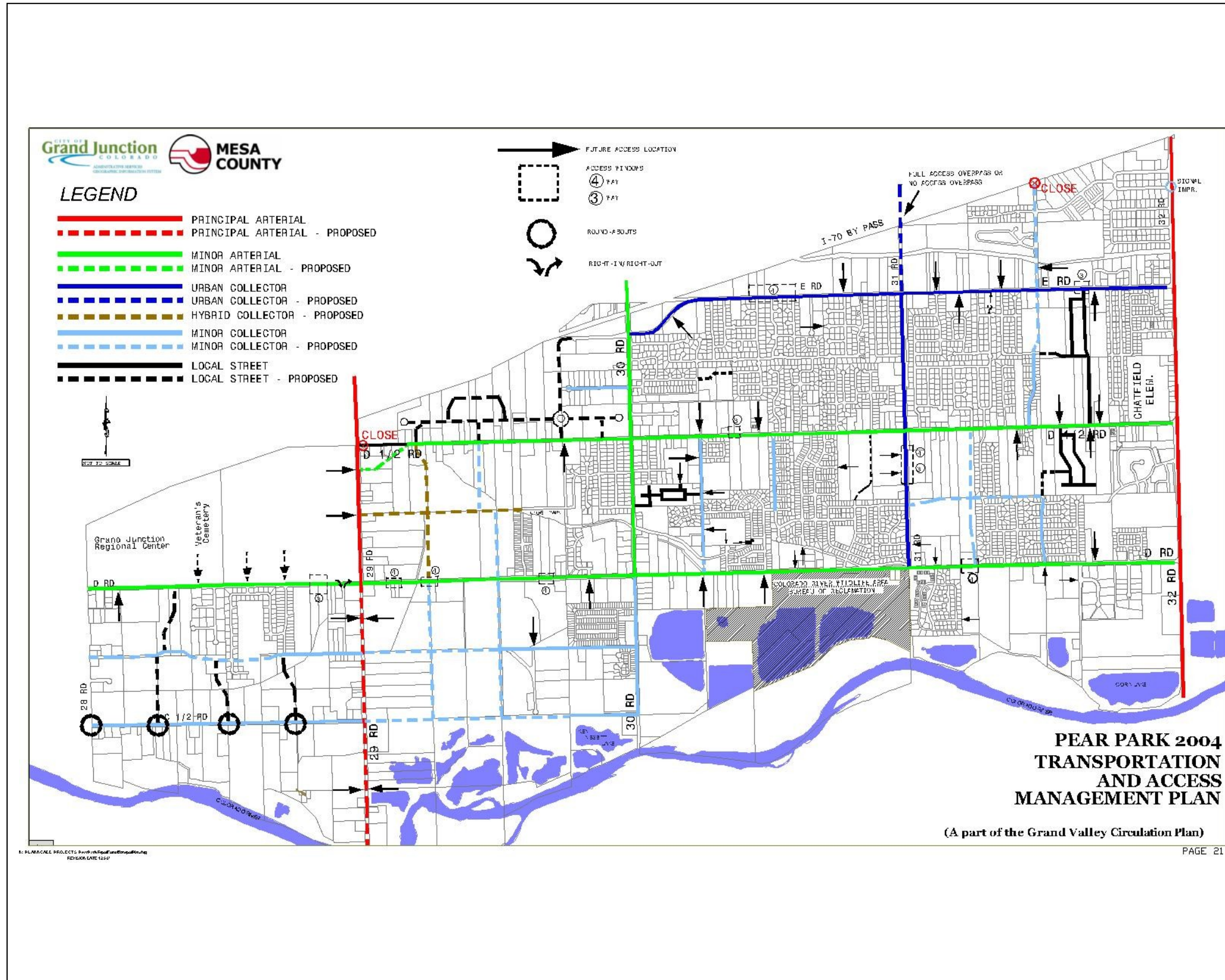
Figure 5





# Revised Transportation and Access Management Plan (TAMP)

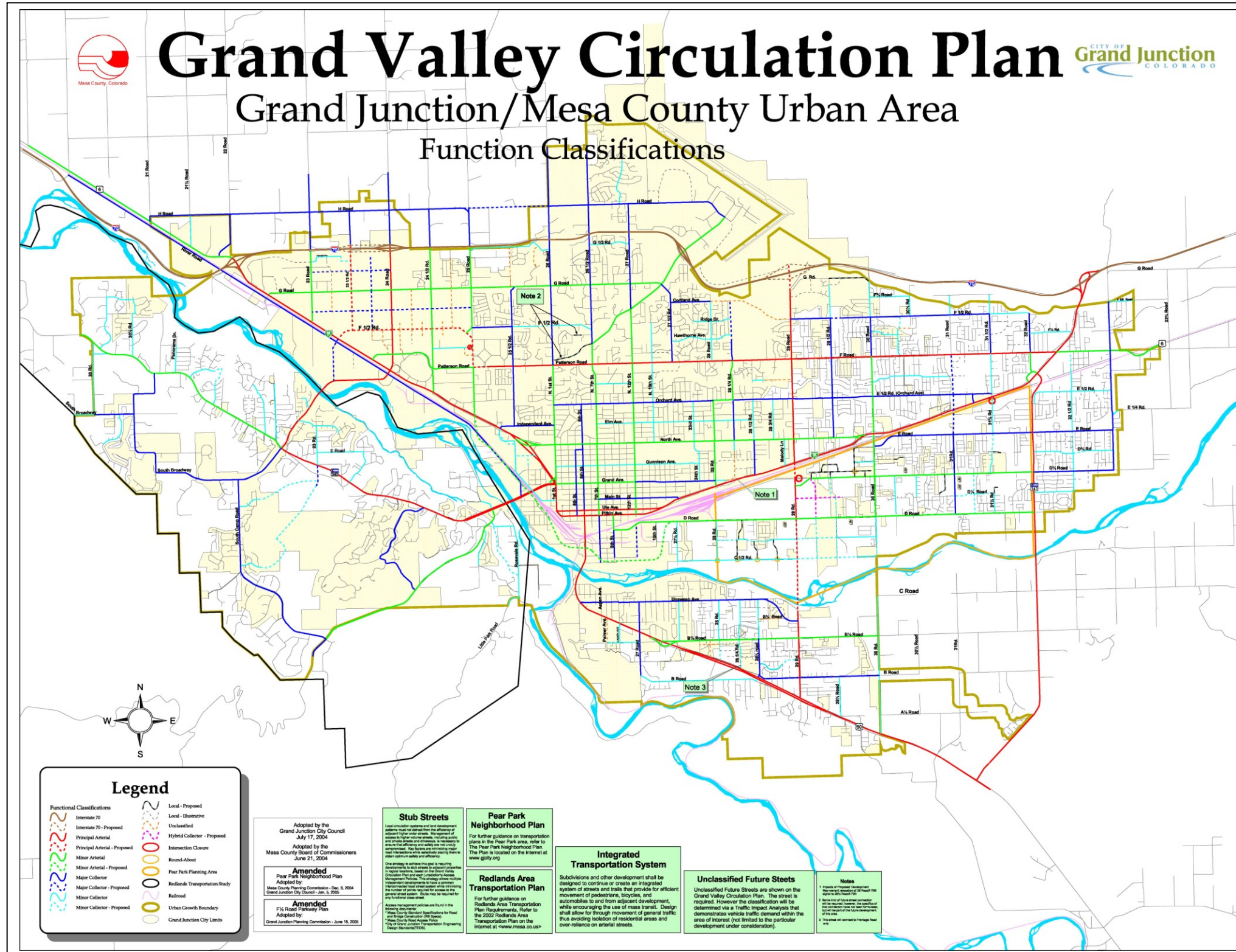
Figure 6





# Grand Valley Circulation Plan

Figure 7



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO.**

**A RESOLUTION AMENDING THE GROWTH PLAN OF THE CITY OF GRAND JUNCTION TO ALLOW A RIGHT-IN/RIGHT-OUT ACCESS ONTO THE SOUTH SIDE OF RIVERSIDE PARKWAY APPROXIMATELY 300' WEST OF 29 ROAD**

Recitals:

A request for an amendment to the Transportation and Access Management Plan of the Pear Park Plan which is incorporated by reference into the Grand Valley Circulation Plan and therefore part of the Growth Plan has been submitted in accordance with the Zoning and Development Code. The applicant has requested that a right-in/right-out access onto the south side of Riverside Parkway approximately 300' west of 29 Road be allowed.

In a public hearing, the City Council reviewed the request for the proposed Growth Plan Amendment and determined that it satisfied the criteria as set forth and established in Section 2.5.C of the Zoning and Development Code and the proposed amendment is 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 A RIGHT-IN/RIGHT-OUT ACCESS ONTO THE SOUTH SIDE OF RIVERSIDE PARKWAY APPROXIMATELY 300' WEST OF 29 ROAD BE INCLUDED IN THE PEAR PARK PLAN TRANSPORTATION AND ACCESS MANAGEMENT PLAN AS A RESULT OF THIS GROWTH PLAN AMENDMENT.

The following described Growth Plan Amendment is hereby granted subject to the following conditions:

1. The Developer obtain the necessary right-of-way for a right turn lane at this access on Riverside Parkway and dedicate it to the City of Grand Junction.

PASSED on this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of Council



Date: September 21, 2009

Author: Mary Lynn Bacus

Paralegal \_\_\_\_\_

Title/ Phone Ext: 244-1505

Proposed Schedule: Monday

October 5, 2009

2nd Reading (if applicable): Monday

October 19, 2009

**Attach 6**

**Public Hearing – Correcting Legal Desc. on Various Annex and Zoning Ord. and Resolutions**

**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> Correcting Legal Descriptions on Various Annexation and Zoning Ordinances and Resolutions
<b>File # (if applicable):</b> ANX-2004-127
<b>Presenters Name &amp; Title:</b> John Shaver, City Attorney

**Executive Summary:** In August of 2004 the City Council annexed land to the City by Resolutions No. 69-04 and No. 85-04 and by Ordinance No. 3666. The Resolutions and Ordinance described an area known as the Barker Annexation No. 1 and No. 2, located at 2934 Hwy 50, 172 Lantzer Avenue and 2937 Jon Hall Drive. The City Council also approved rezoning the annexation to RSF-4 by Ordinance No. 3667 in September of 2004.

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

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

Property descriptions that are concise and accurate help achieve ordered and balanced growth in the community.

**Action Requested/Recommendation:**

Amend Resolution Nos. 69-04 and 85-04 and Ordinance Nos. 3666 and 3667, to correct the legal description of Barker Annexation No. 2. The proposed Resolution will be considered at the second reading of the proposed Ordinance because the sole purpose of the amendments is to correct an error in the legal description found in each document.

**Board or Committee Recommendation:** N/A

**Background, Analysis and Options:**



A discrepancy in the legal description of Barker Annexation No. 2 recently became known when a development application was filed for the proposed Carson Subdivision, which occupies the same area. An improvement survey was completed and submitted as part of the subdivision application and discrepancies in the property description were discovered. This Ordinance corrects the discrepancies found in the prior ordinances and resolutions.

**Financial Impact/Budget:**

There is no impact to the 2009 budget of the City.

**Legal issues:** The proposed Resolution serves to amend Resolutions 69-04 and 85-04 and the proposed Ordinance amends Ordinance Nos. 3666 and 3667, to correct the legal description of the Barker Annexation No. 2.

**Other issues:** N/A

**Previously presented or discussed:** N/A

**Attachments:**

Proposed Resolution amending Resolutions 69-04 and 85-04  
Proposed Ordinance amending Ordinances 3666 and 3667

**CITY OF GRAND JUNCTION, COLORADO  
RESOLUTION NO. \_\_-09**

**A RESOLUTION AMENDING RESOLUTION NO. 69-04 AND RESOLUTION 85-04 TO  
CORRECT THE LEGAL DESCRIPTION FOR BARKER ANNEXATION, WHICH  
INCLUDES BARKER ANNEXATION NO. 2**

Recitals:

Resolution No. 69-04 was adopted by the City Council on August 4, 2004 referring a petition to the Council for the annexation of Barker Annexations No. 1 and No. 2. Resolution No. 85-04 was adopted by the City Council on September 15, 2004 accepting a petition and finding that Barker Annexation No. 1 and No. 2 were eligible for annexation.

An improvement survey plat was completed on May 15, 2009 and submitted with a development application for the proposed Carson Subdivision. This survey indicated a small portion of land that had not been included in the Barker Annexation No. 2.

This resolution amends both Resolution No. 69-04 and Resolution No. 85-04 and by adoption thereof serves to amend the legal description of the Barker Annexation No. 2.

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

Resolution No. 69-04 and Resolution No. 85-04 are hereby amended to wit:

A certain parcel of land lying in Section 32, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa and being more particularly described as follows:

BEGINNING at the Northwest corner of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 32 and assuming the North line of the SE 1/4 NW 1/4 of said Section 32 bears N 89°51'18" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°51'18" E along the North line of the SE 1/4 NW 1/4 of said Section 32, a distance of 494.71 feet to a point being the Southwest corner of Lot 2, Sunset Park, as same is recorded in Plat Book 9, Page 93, Public Records of Mesa County, Colorado; thence N 00°08'57" W along the West line of said Lot 2, a distance of 160.06 feet, more or less, to a point on the North right of way for Jon Hall Drive, as same is shown on said Sunset Park; thence N 89°51'27" E along said North right of way, a distance of 82.00 feet; thence S 00°08'57" E along the East line of said Lot 2, a distance of 160.06 feet, more or less, to the Southeast corner of said Lot 2; thence S 89°51'18" W along the North line of the SE 1/4 NW 1/4 of said Section 32, a distance of 15.94 feet to a point being the Northeast corner of that certain parcel of land described in Book 2276, Pages 610 and 611, Public Records of Mesa County, Colorado;

thence S 00°42'37" E along the East line of said described parcel, a distance of 832.82 feet; thence N85°21'15"E a distance of 88.97 feet; thence S00°07'52"E a distance of 37.86 feet; thence N83°28'46"W a distance of 70.32 feet; thence S83°48'56"W a distance of 85.03 feet, more or less, to a point on the North right of way for Highway 50; thence N66°42'51"W a distance of 54.60 feet, thence S 00°00'00" E a distance of 59.07 feet; thence S 63°44'41" E a distance of 1374.64 feet; thence S 18°28'17" W a distance of 4.04 feet; thence N 63°44'41" W a distance of 1636.81 feet; thence N 00°22'37" W along the East line, and the Southerly projection thereof, of that certain parcel of land described in Book 2736, Page 236, Public Records of Mesa County, Colorado, a distance of 241.53 feet; thence N 62°34'37" W, along the North line of said described parcel, a distance of 110.00 feet; thence S 00°22'37" E a distance of 200.48 feet, more or less, to a point on the North right of way for Highway 50; thence N 66°35'00" W, along said North right of way, a distance of 16.45 feet; thence N 00°12'09" W a distance of 273.21 feet; thence N 26°21'53" W a distance of 294.96 feet to a point being the beginning of a 50.00 foot radius curve, concave East, whose long chord bears N 01°16'42" E with a long chord length of 87.50 feet; thence 106.55 feet Northerly along the arc of said curve, through a central angle of 122°06'00", said line being the West right of way for Lantzer Avenue, as same is shown on Neff Subdivision, as same is recorded in Plat Book 9, Page 133, Public Records of Mesa County, Colorado; thence N 00°13'42" W, along said West right of way, a distance of 192.16 feet, more or less, to a point on the North line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 32; thence N 89°47'10" E, along said North line, a distance of 159.10 feet, more or less, to the Point of Beginning.

PASSED and ADOPTED on this \_\_\_\_\_ day of October, 2009.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of City Council

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 3666 AND ORDINANCE 3667  
ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, COLORADO**

**BARKER ANNEXATION NO. 2**

**LOCATED AT 172 LANTZER AVENUE; 2934 HIGHWAY 50 AND  
2937 JON HALL DRIVE**

Recitals:

In August of 2004, the City Council annexed land to the City by Ordinance No. 3666. That ordinance described an area known as the Barker Annexation No. 2.

In September of 2004, the City Council approved the rezoning of the Barker Annexation No. 1 and No 2 to RSF-4 by Ordinance No. 3667

An improvement survey plat was completed on May 15, 2009 and submitted with a development application for the proposed Carson Subdivision. This survey indicated a small portion of land that had not been included in the legal description for Barker Annexation No. 2.

This ordinance amends both Ordinance No. 3666 and Ordinance No. 3667 and by adoption thereof serves to amend the legal description of the Barker Annexation No. 2.

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

Ordinance No. 3666 and Ordinance No. 3667 are hereby amended to wit:

A certain parcel of land lying in Section 32, Township 1 South, Range 1 East of the Ute Principal Meridian, State of Colorado, County of Mesa and being more particularly described as follows:

BEGINNING at the Northwest corner of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of said Section 32 and assuming the North line of the SE 1/4 NW 1/4 of said Section 32 bears N 89°51'18" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, N 89°51'18" E along the North line of the SE 1/4 NW 1/4 of said Section 32, a distance of 494.71 feet to a point being the Southwest corner of Lot 2, Sunset Park, as same is recorded in Plat Book 9, Page 93, Public Records of Mesa County, Colorado; thence N 00°08'57" W along the West line of said Lot 2, a distance of 160.06 feet, more or less, to a point on the North right of way for Jon Hall Drive, as same is shown on said Sunset Park; thence N 89°51'27" E along said North right of way, a distance of 82.00 feet; thence S 00°08'57" E along the East line of said Lot 2, a distance of 160.06 feet, more or less, to the Southeast corner of said Lot 2; thence S 89°51'18" W along the North line of the SE 1/4 NW 1/4 of said Section 32, a

distance of 15.94 feet to a point being the Northeast corner of that certain parcel of land described in Book 2276, Pages 610 and 611, Public Records of Mesa County, Colorado; thence S 00°42'37" E along the East line of said described parcel, a distance of 832.82 feet; thence N85°21'15"E a distance of 88.97 feet; thence S00°07'52"E a distance of 37.86 feet; thence N83°28'46"W a distance of 70.32 feet; thence S83°48'56"W a distance of 85.03 feet, more or less, to a point on the North right of way for Highway 50; thence N66°42'51"W a distance of 54.60 feet, thence S 00°00'00" E a distance of 59.07 feet; thence S 63°44'41" E a distance of 1374.64 feet; thence S 18°28'17" W a distance of 4.04 feet; thence N 63°44'41" W a distance of 1636.81 feet; thence N 00°22'37" W along the East line, and the Southerly projection thereof, of that certain parcel of land described in Book 2736, Page 236, Public Records of Mesa County, Colorado, a distance of 241.53 feet; thence N 62°34'37" W, along the North line of said described parcel, a distance of 110.00 feet; thence S 00°22'37" E a distance of 200.48 feet, more or less, to a point on the North right of way for Highway 50; thence N 66°35'00" W, along said North right of way, a distance of 16.45 feet; thence N 00°12'09" W a distance of 273.21 feet; thence N 26°21'53" W a distance of 294.96 feet to a point being the beginning of a 50.00 foot radius curve, concave East, whose long chord bears N 01°16'42" E with a long chord length of 87.50 feet; thence 106.55 feet Northerly along the arc of said curve, through a central angle of 122°06'00", said line being the West right of way for Lantzer Avenue, as same is shown on Neff Subdivision, as same is recorded in Plat Book 9, Page 133, Public Records of Mesa County, Colorado; thence N 00°13'42" W, along said West right of way, a distance of 192.16 feet, more or less, to a point on the North line of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 32; thence N 89°47'10" E, along said North line, a distance of 159.10 feet, more or less, to the Point of Beginning.

INTRODUCED for FIRST READING and PUBLICATION on this 5<sup>th</sup> day of October, 2009.

PASSED and ADOPTED this \_\_\_\_ day of October, 2009.

Attest:

---

Bruce Hill  
Mayor and President of the Council

---

Stephanie Tuin  
City Clerk



Date: October 9, 2009  
 Author: Kathy Portner  
 Title/ Phone Ext: 1420  
 Proposed Schedule: Oct. 19, 2009

**Attach 7**  
**Continuation of Public Hearing 7<sup>th</sup> Street**  
**Historical District Overlay as Amended**

**CITY COUNCIL AGENDA ITEM**

<b>Subject:</b> North 7 <sup>th</sup> Street Residential Historic District Zoning Overlay
<b>File # (if applicable):</b> PLN-2009-179
<b>Presenters Name &amp; Title:</b> Tim Moore, Public Works and Planning Director

**Executive Summary:**

The 7<sup>th</sup> 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 7<sup>th</sup> Street between Hill and Grand Avenue, as well as the properties at the southeast and southwest corners of 7<sup>th</sup> Street and Grand Avenue.

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

North 7<sup>th</sup> Street Residential Historic District Zoning Overlay 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 North 7<sup>th</sup> Street Residential Historic District Zoning Overlay protects and preserves this important historic corridor.*

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

- *The North 7<sup>th</sup> Street Residential Historic District Zoning Overlay protects and enhances the aesthetics of the Historic District.*

**Action Requested/Recommendation:**

Continue the Public Hearing and Consider Adoption of the Ordinance for the North 7<sup>th</sup> Street Residential Historic District Zoning Overlay.

**Board or Committee Recommendation:**

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 7<sup>th</sup> Street Historic District and finding that the North 7<sup>th</sup> Street Residential Historic District Zoning Overlay provides the guidance and tools necessary to do the review.

**Financial Impact/Budget:**

N/A

**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.

**Other issues:**

Citizen input includes the following concerns with the North 7<sup>th</sup> Street Residential Historic District Zoning Overlay:

- The lists of allowed residential uses include residential sub-units, accessory units and bed and breakfast (1 to 3 rooms). Some residents would like for those uses to require a public hearing process.
- The First Baptist Church representatives object to the provision limiting demolition.

**Previously presented or discussed:**

On September 14, 2009, the City Council held a public hearing regarding the 7<sup>th</sup> Street Residential Historic District Zoning Overlay. The City Council continued the item. A revised document was reviewed by the City Council at the October 5, 2009 workshop. The revisions include provisions to allow the City Council to be the decision maker for all use changes, as well as appeals of Director decisions and requests for Variances.

**Background, Analysis and Options:**

The 7<sup>th</sup> Street Historic District includes all the properties listed in the National Register of Historic Places in 1984. The proposed overlay zone addresses the unique attributes of the 7<sup>th</sup> Street Corridor.

In 1984 the City Council zoned a portion of the District PR-8. It is not clear whether a plan to implement the PR-8 zoning was adopted in 1984, nor does the 1984 plan adequately address the unique historic character of the neighborhood or the changes that have occurred in the last 25 years.

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.

**Attachments:**

Ordinance adopting the North 7<sup>th</sup> Street Residential Historic District Zoning Overlay

Redlined Ordinance



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

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

**RECITALS:**

In 1984 the City Council zoned a portion of the properties comprising the 7<sup>th</sup> Street Historic District ("District") PR-8. Almost 25 years later the City has completed a planning process that includes the District in its entirety. The 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 7<sup>th</sup> 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 7<sup>th</sup> Street between Hill and Grand Avenue, as well as the properties at the southeast and southwest corners of 7<sup>th</sup> 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 document entitled 1984 "Seventh Street Planned Development District PR-8". Furthermore, be it ordained that the "7<sup>th</sup> 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 12, +W19 ft. of lot 13, 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.

Pursuant to the 7<sup>th</sup> Street Historic District Design Standards and Guidelines  
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 12, +W19 ft. of lot 13, inclusive, Block 71;  
Lots 11 through 21, inclusive Block 72;  
shall be zoned PR-8 with an underlying zoning of R-8.

The property described as  
Lots 11 through 13, inclusive, Block 83;  
Lots 14 through 16, inclusive, Block 83; and  
shall be zoned B-2;

The property described as  
All of Block 84, City of Grand Junction, Section 14 1s 1W except the right-of-way in the northwest corner,  
shall be zoned CSR.

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 17<sup>th</sup> day of August, 2009.

Passed and adopted on second reading the \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of the Council



**NORTH 7<sup>th</sup> STREET RESIDENTIAL  
HISTORIC DISTRICT ZONING OVERLAY**



**Revised 9-29-09  
DRAFT**

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## 1 HISTORY

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

As part of a 2009 Comprehensive Planning update, development of a zoning overlay for the 7<sup>th</sup> Street Residential Historic District 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 7<sup>th</sup> 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.

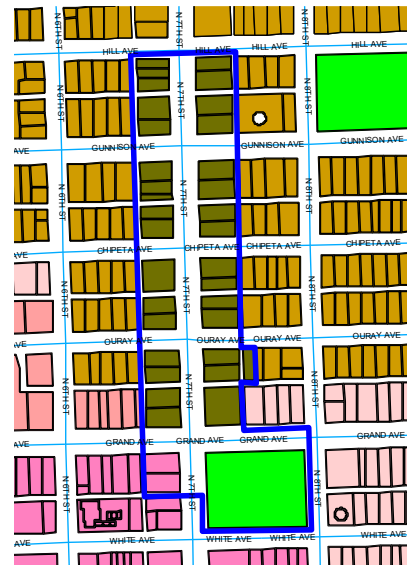
The guidelines and standards of this zoning overlay supplement other development regulations such as the *City Zoning and Development Code*, which includes detailed criteria by zone district, planned development regulations, design and improvement standards, supplemental use regulations and sign regulations 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 7<sup>th</sup> 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 7<sup>th</sup> 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. The allowed uses for the properties south of Grand Avenue shall be in accordance with the zoning.

#### B. ALLOWED BASE USES

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

##### WEST SIDE

- 739 7<sup>th</sup> St – Single Family
- 731 7<sup>th</sup> St – Daycare
- 727 7<sup>th</sup> St – Daycare
- 715 7<sup>th</sup> St – Daycare
- 707 7<sup>th</sup> St – Single Family
- 639 7<sup>th</sup> St – Single Family
- 625 7<sup>th</sup> St – Single Family
- 621 7<sup>th</sup> St – Single Family
- 611 7<sup>th</sup> St – Single Family
- 605 7<sup>th</sup> St – 2 units/2 bldgs; 1 unit each
- 535 7<sup>th</sup> St – Church
- 515 7<sup>th</sup> St – Single Family
- 505 7<sup>th</sup> St – Single Family
  
- 445 7<sup>th</sup> St – Single Family
- 433 7<sup>th</sup> St – Single Family
- 417 7<sup>th</sup> St – Single Family
- 407 7<sup>th</sup> St – Single Family

##### EAST SIDE

- 750 7<sup>th</sup> St – Single Family
- 726 7<sup>th</sup> St – 4 units/1 building
- 712 7<sup>th</sup> St – Single Family
- 706 7<sup>th</sup> St – Single Family
- 640 7<sup>th</sup> St – Boarding House 4 Rooms
- 626 7<sup>th</sup> St – 5 units/1 building
- 620 7<sup>th</sup> St – 4 units/1 building
- 604 7<sup>th</sup> St – Single Family
- 536 7<sup>th</sup> St – Single Family
- 522 7<sup>th</sup> St – Single Family
- 520 7<sup>th</sup> St – Single Family
- 710 Ouray – Single Family
- 440 7<sup>th</sup> St – 2 units / 2 bldgs; 1 unit each
  
- 428 7<sup>th</sup> St – Single Family
- 720 Grand – Church
- 310 7<sup>th</sup> Street – School

337 7<sup>th</sup> St – Office – 4 units  
327 7<sup>th</sup> St – Office – 10 units

### **C. OTHER ALLOWED RESIDENTIAL USES**

Applications under this paragraph are subject to review and compliance with the use specific standards of the *Zoning and Development Code and this Plan*

**Because of the significance of the North Seventh Street Historic District, the City Council shall review the Director’s decision on all applications for these uses.**

- Residential Sub-Units (subordinate to the primary residential use and located within the principal structure)
- Accessory Units (subordinate to the primary residential use and detached from the principal structure)
- Bed and Breakfast 1 to 3 Rooms
- Home Occupation
- Home-based Daycare

**The City Council shall determine if the Director’s decision is consistent with the general purposes of the guidelines and standards in this Overlay Zone, Chapter 4 use specific standards and Chapter 7 Historic Preservation standards of the Code.**

**The Director and/or the City Council may deny any application if the application fails to meet the use specific and/or historic preservation standards of the Code or if the application fails to preserve the historical and/or architectural value of buildings and/or fails to create an aesthetic appearance of the properties and the streetscape within the district that complements the historic buildings and/or fails to stabilize and improve property values.**

**The City Council shall use its sound discretion when reviewing the Director’s decision on such applications.**

**The Grand Junction Historic Preservation Board shall be a review agency for applications under this paragraph.**

### **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 for properties north of Grand Avenue, other than the allowed residential uses listed in C. above, require staff review and recommendation to the Planning Commission and final decision by City Council. The public hearing procedure shall be as follows:



Review Criteria. The application shall demonstrate that the proposed use will comply with:

1. Site Plan Review Standards. All applicable site plan review criteria;
2. District Standards. The underlying Zoning district standards;
3. Specific Standards. The Use-specific standards;
4. Compatibility with Adjoining Properties. Compatibility with neighboring properties through measures such as:
  - a. The provision of reasonable visual and auditory privacy for dwelling units located adjacent to the site. Fences, walls, barriers and/or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants;
  - b. All elements of a plan shall coexist in a harmonious manner with nearby existing and anticipated development. Elements to consider include; buildings, outdoor storage areas and equipment, utility structures, building and paving coverage, landscaping, lighting, glare, dust signage, views, noise and odors.

The Director shall review applications, the Planning Commission shall review and make recommendations to the City Council and City Council shall approve, conditionally approve or deny applications for uses under this paragraph. The City of Grand Junction Historic Preservation Board shall be a review agency for all such applications.

Application and Review Procedures. Application requirements and processing procedures for applications under paragraphs C and D above shall be in accordance with the Code with the following modification:

1. Approval of a new or changed use under paragraph D shall require a change to this Overlay Zone.

#### **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 City Council. 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 and demolition or removal of any principal structure shall be reviewed in accordance with this paragraph.
- 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.

Application and Review Procedures. Application requirements and processing procedures for appeals and variance requests shall be in accordance with the Zoning and Development Code provisions.

**The City Council shall determine if the Director's decision or request for variance is consistent with the general purposes of the guidelines and standards in this Overlay Zone and Chapter 7 Historic Preservation standards of the Code.**

## **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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> Street or in the park strip along 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 7<sup>th</sup> Street corridor. Street trees along North 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.

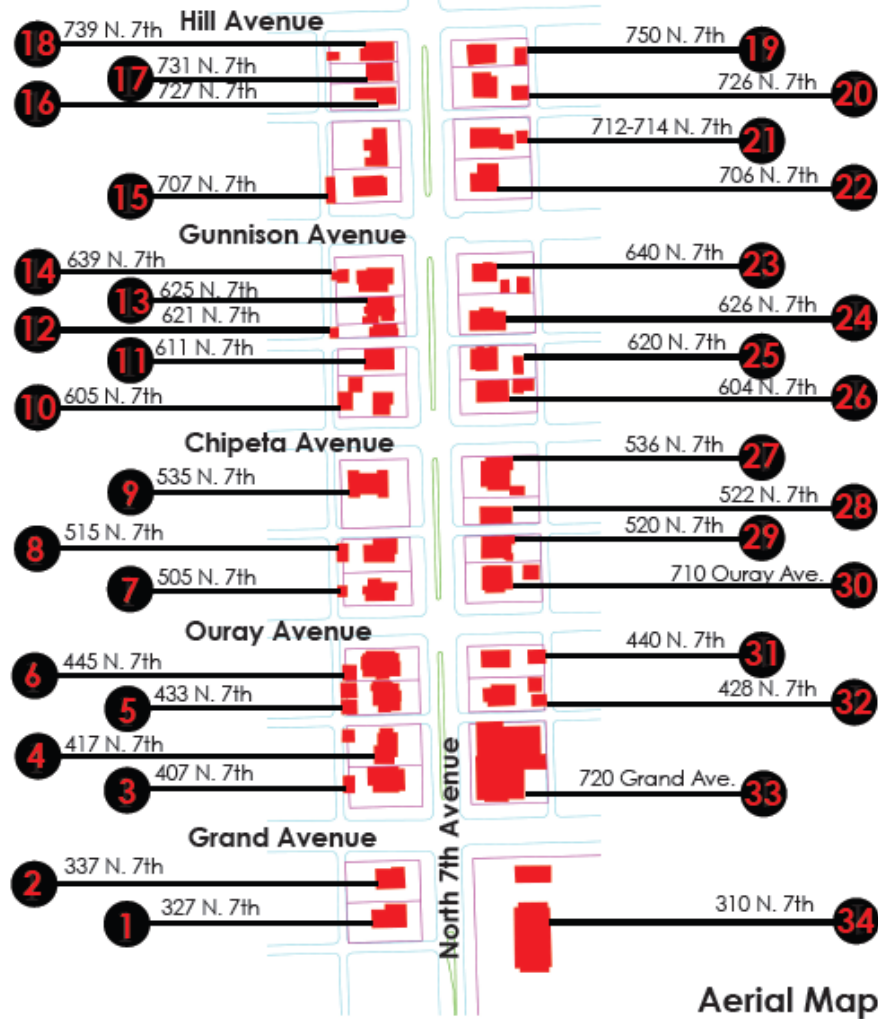
- Design of a sign shall reflect the unique details, materials and colors of the site's architecture and landscape.

# 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.



# 1. Doc Shores House



**Building Location**

**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:** Italianate  
**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



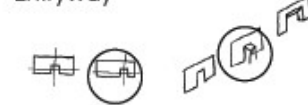
### Wall



### 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

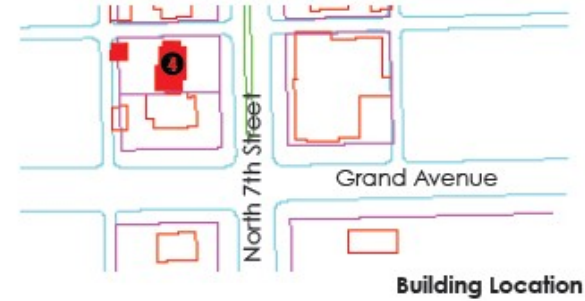


**Address:** 407 North 7th Street  
**Zone District:** PR-8, planned residential  
**Principal Use:** residence  
**Original Owner:** Dr. Herman Bull  
**Date of Construction:** 1906

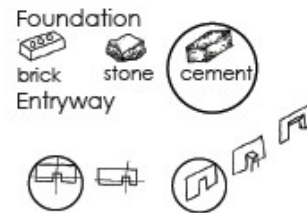
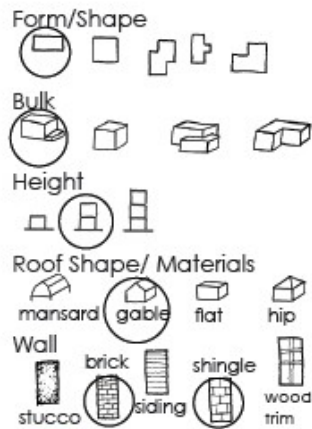
<p><b>Form/Shape</b></p>	<p><b>Foundation</b></p>
<p><b>Bulk</b></p>	<p><b>Entryway</b></p>
<p><b>Height</b></p>	
<p><b>Roof Shape/ Materials</b></p>	
<p><b>Wall</b></p>	

**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

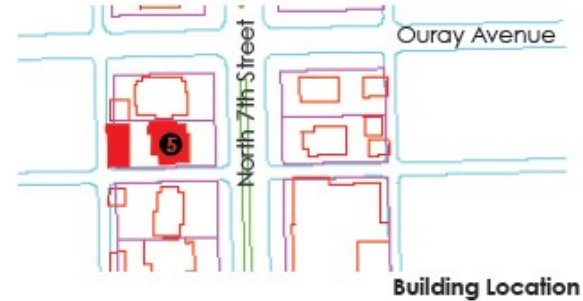


**Style:** Eclectic  
**Platforms:** back balcony  
**Additions/Alterations:** yes  
**Accessory Structures:** garage  
**Fencing/Walls:** wood  
**Landscaping:** flowering  
**Signage:** none  
**Unique/Distinguishing Elements:** double chimney, flowering landscape  
**Is Property a Focal Point or Orientation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





## 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



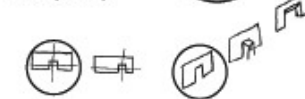
### Wall



### 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**

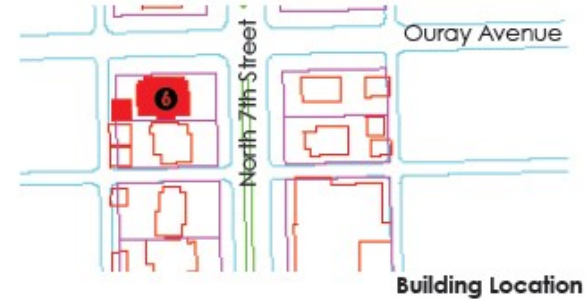
**Landmark?** yes

**Observations:** unique forms and massing

5

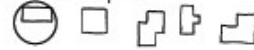
North 7th Street Historic Residential District

## 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

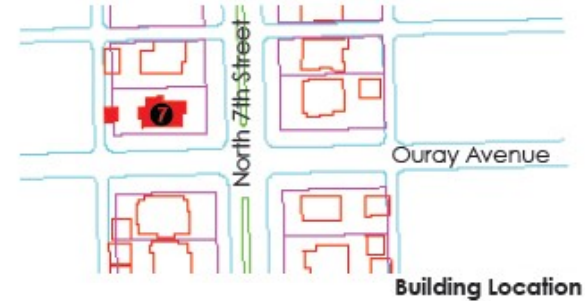


North 7th Street Historic Residential District



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## 7. Sampliner House



**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**



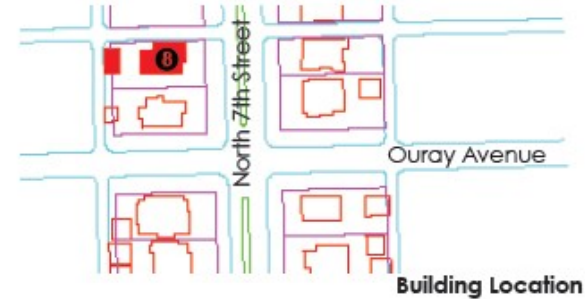
**Style:** Queen Anne, Tudor Revival  
**Platforms:** none  
**Additions/Alterations:** yes  
**Accessory Structures:** shed  
**Fencing/Walls:** wood  
**Landscaping:** flowering  
**Signage:** none  
**Unique/Distinguishing Elements:** striped shingle siding  
**Is Property a Focal Point or Orientation Landmark?** no

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North 7th Street Historic Residential District

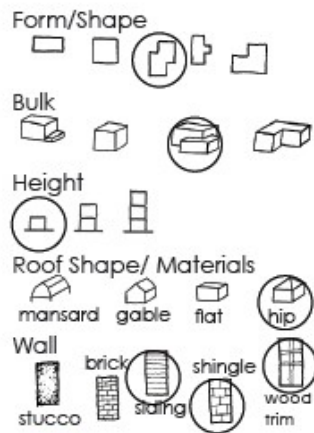


## 8. Sampliner House



**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



## 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



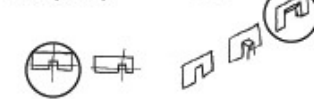
### Wall



### Foundation



### Entryway



**Style:** Romanesque, Colonial Revival

**Platforms:** none

**Additions/Alterations:** no

**Accessory Structures:** none

**Fencing/Walls:** chain link

**Landscaping:** Colorado

**Signage:** stand alone

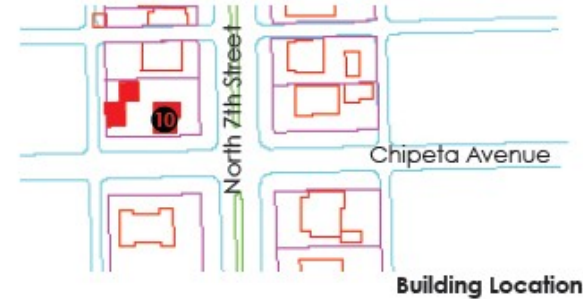
**Unique/Distinguishing Elements:** rounded arch, symmetry

**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



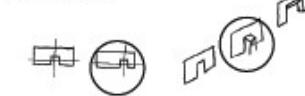
### Wall



### 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



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# 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**  
 mansard gable flat hip

**Wall**  
 stucco brick siding shingle wood trim

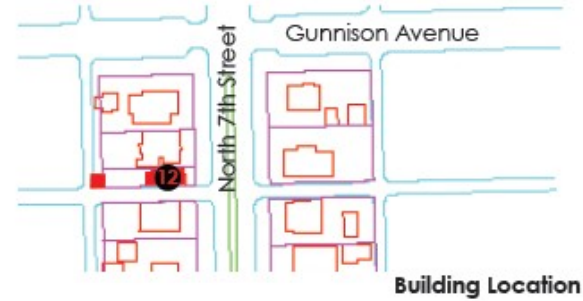
**Foundation**  
 brick stone cement

**Entryway**

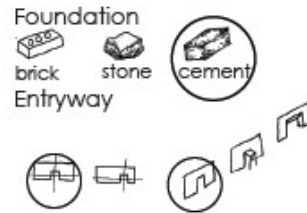
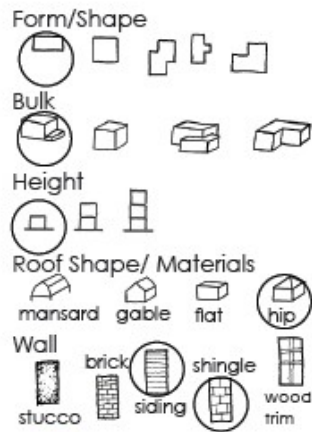


**Style:** Colonial Revival  
**Platforms:** front porch  
**Additions/Alterations:** no  
**Accessory Structures:** shed  
**Fencing/Walls:** wood  
**Landscaping:** minimal  
**Signage:** none  
**Is Property a Focal Point or Orientation Landmark?** no

## 12. Honeymoon Cottage



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



**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



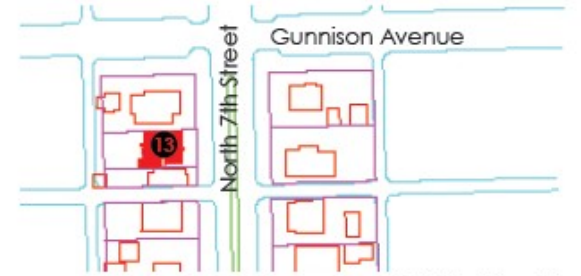
North 7th Street Historic Residential District



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# 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

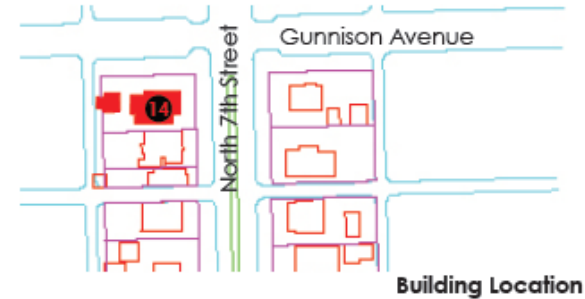
- Form/Shape**
- Bulk**
- Height**
- Roof Shape/ Materials**  
 mansard   gable   flat   hip
- Wall**  
 stucco   brick   siding   shingle   wood trim

- 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

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

**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



## 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

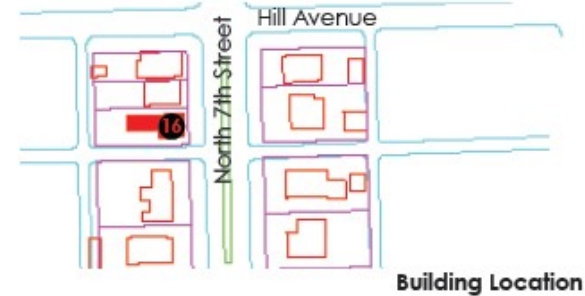
**Observations:** great example of Craftsman-style housing

15

North 7th Street Historic Residential District



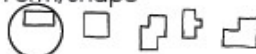
## 16. Learning Tree



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



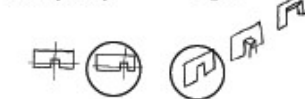
### Wall



### 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



## 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**

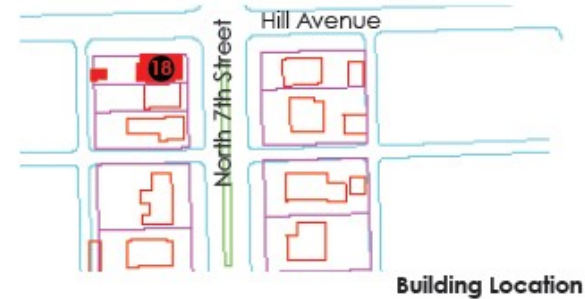
**Roof Shape/Materials**

**Wall**

**Foundation**  
  
**Entryway**

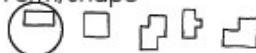


## 18. Residence



**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





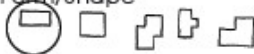
## 19. Residence



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

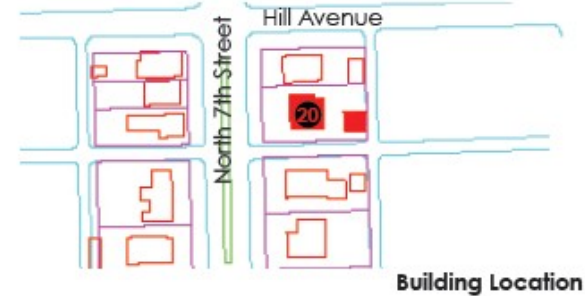
**Signage:** no

**Is Property a Focal Point or Orientation**

**Landmark?** no

**Observations:** overly large shrubs hide the structure's facade

## 20. Residence



Building Location

**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



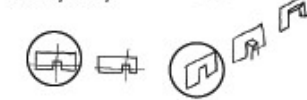
### Wall



### 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



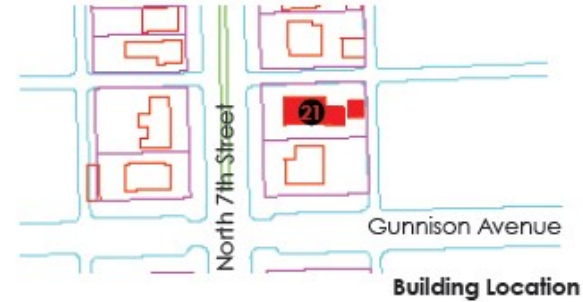
North 7th Street Historic Residential District



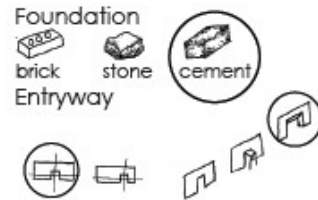
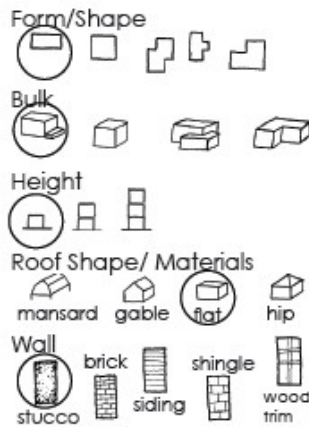
20



## 21. Residence

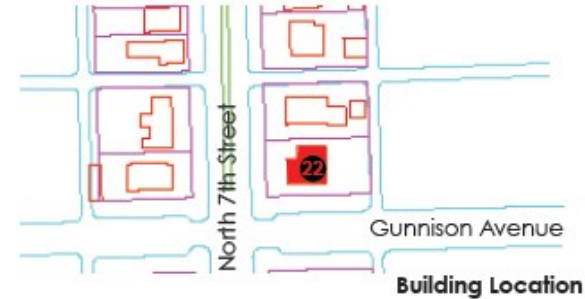


**Address:** 712 and 714 North 7th Street  
**Zone District:** PR-8, planned residential  
**Principal Use:** residential  
**Original Owner:**  
**Date of Construction:** 1931

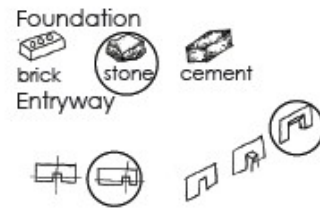
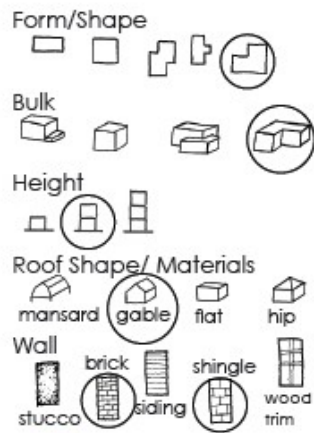


**Style:** Southwestern  
**Platforms:** none  
**Additions/Alterations:** no  
**Accessory Structures:** garage  
**Fencing/Walls:** chain link  
**Landscaping:** Colorado  
**Signage:** no  
**Unique/Distinguishing Elements:** first duplex built in Grand Junction  
**Is Property a Focal Point or Orientation 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



**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

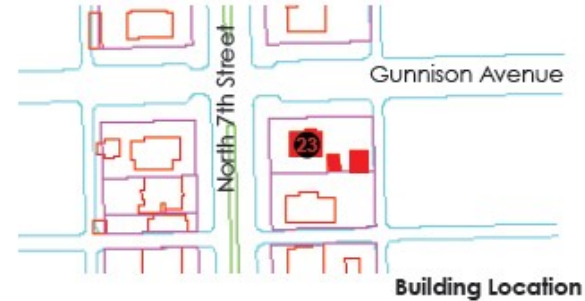


North 7th Street Historic Residential District

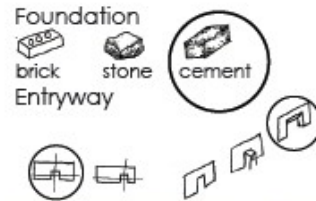
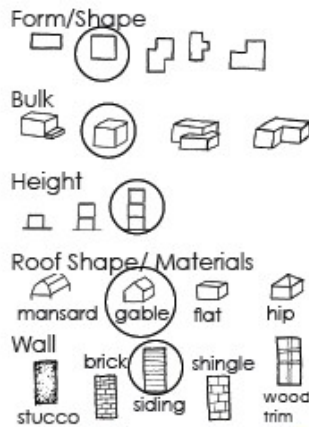


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## 23. Furbrosh House



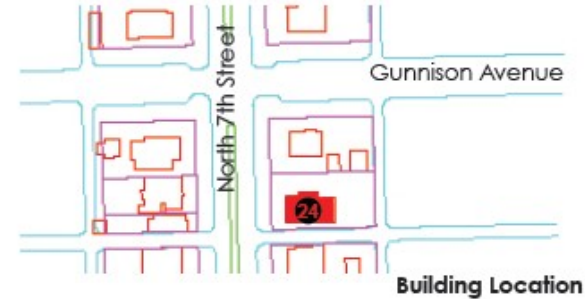
**Address:** 640 North 7th Street  
**Zone District:** PR-8, planned residential  
**Principal Use:** residential  
**Original Owner:** C.M. Ferbrache  
**Date of Construction:** 1906



**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



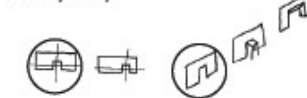
### Wall



### Foundation



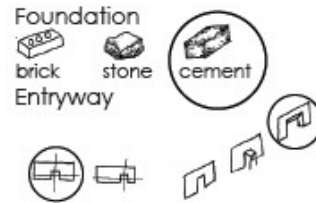
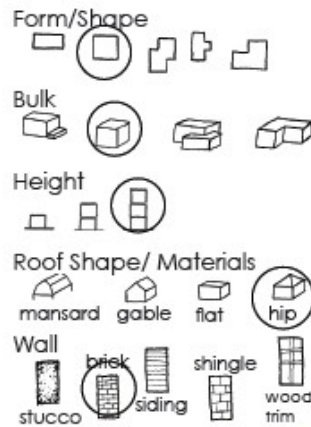
### Entryway



## 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

25

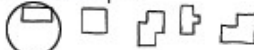
North 7th Street Historic Residential District

## 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**

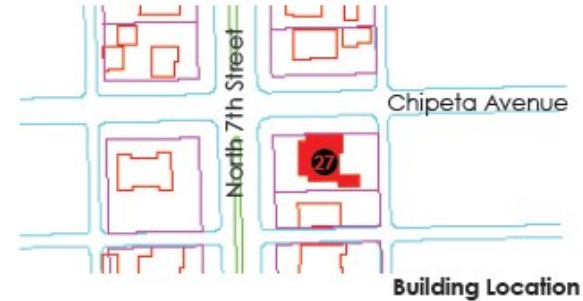
**Landmark?** yes

**Observations:** front entrance does not face North 7th Street



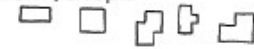


## 27. Smith-Schmidt House



**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**

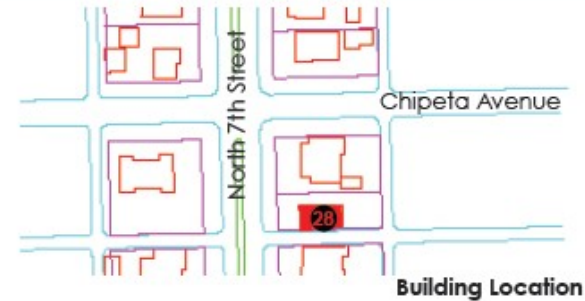
**Landmark?** yes

**Observations:** well-maintained

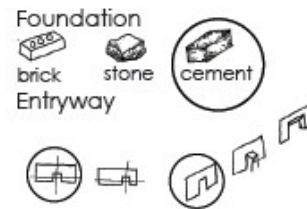
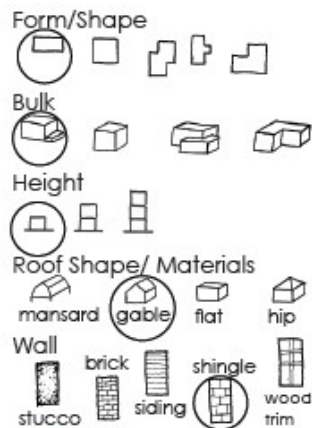
27

North 7th Street Historic Residential District

## 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

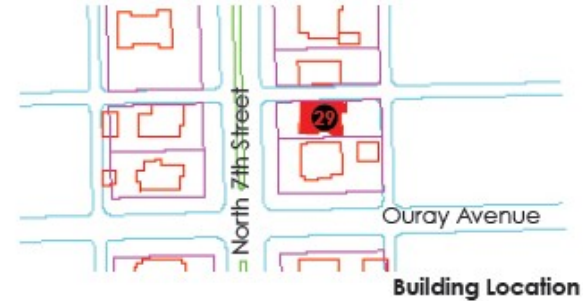


**Style:** Queen Anne  
**Platforms:** screened front porch  
**Additions/Alterations:** yes  
**Accessory Structures:** garage  
**Fencing/Walls:** wood  
**Landscaping:** Colorado  
**Signage:** no  
**Is Property a Focal Point or Orientation Landmark?** no  
**Observations:** facade needs serious 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

**Form/Shape**

**Bulk**

**Height**

**Roof Shape/ Materials**

**Wall**

**Foundation**  
  
**Entryway**



**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

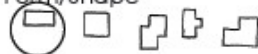


## 31. Jordan House



**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

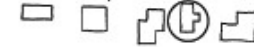


## 32. Allison House



**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



North 7th Street Historic Residential District

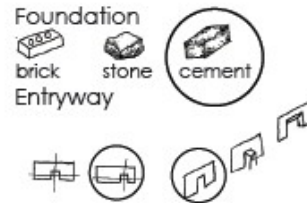
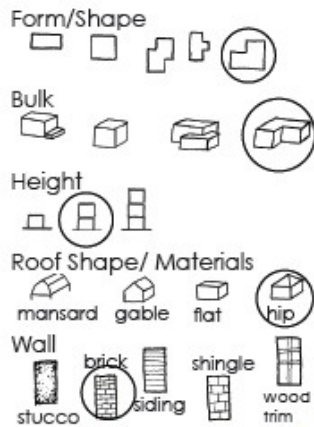


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### 33. First Baptist Church

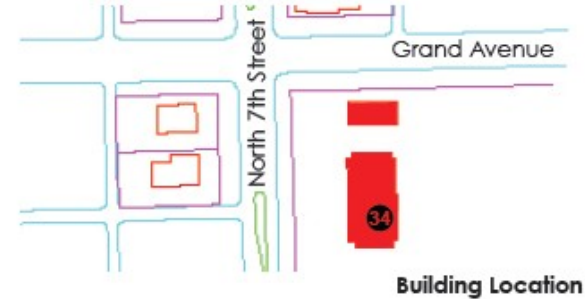


**Address:** 720 Grand Avenue  
**Zone District:** PR-8, planned residential  
**Principal Use:** church  
**Original Owner:**  
**Date of Construction:** 1912 - 1929



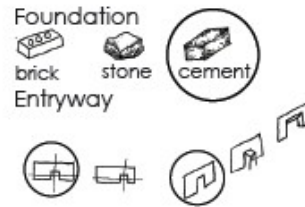
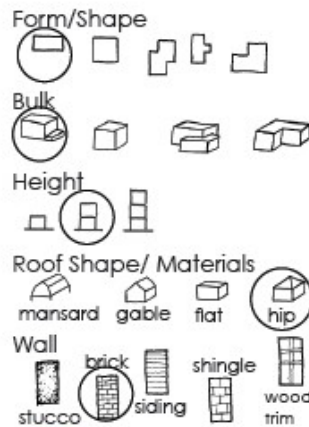
**Style:** Colonial Revival  
**Platforms:** none  
**Additions/Alterations:** no  
**Accessory Structures:** none  
**Fencing/Walls:** none  
**Landscaping:** Colorado  
**Signage:** attached  
**Unique/Distinguishing Elements:** Greek columns, stained glass windows  
**Is Property a Focal Point or 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 7<sup>th</sup> 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 input.

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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> Street.

Strongly/Agree: 59%    Neutral: 12%    Disagree/Strongly: 29%

Parking lots should not be visible from North 7<sup>th</sup> 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%

**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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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%

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_**

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

RECITALS:

In 1984 the City Council zoned a portion of the properties comprising the 7<sup>th</sup> Street Historic District (“District”) PR-8. Almost 25 years later the City has completed a planning process that includes the District in its entirety. The District would benefit from overlay zoning because:

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

The 7<sup>th</sup> 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 7<sup>th</sup> Street between Hill and Grand Avenue, as well as the properties at the southeast and southwest corners of 7<sup>th</sup> 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 document entitled 1984 “Seventh Street Planned Development District PR-8”. Furthermore, be it ordained that the “7<sup>th</sup> 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 12, +W19 ft. of lot 13, 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.

Pursuant to the 7<sup>th</sup> Street Historic District Design Standards and Guidelines  
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 12, +W19 ft. of lot 13, inclusive, Block 71;  
Lots 11 through 21, inclusive Block 72;  
shall be zoned PR-8 with an underlying zoning of R-8.

The property described as  
Lots 11 through 13, inclusive, Block 83;  
Lots 14 through 16, inclusive, Block 83; and  
shall be zoned B-2;

The property described as  
All of Block 84, City of Grand Junction, Section 14 1s 1W except the right-of-way in  
the northwest corner,  
shall be zoned CSR.

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 17<sup>th</sup> day of August, 2009.

Passed and adopted on second reading the \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_  
City Clerk  
Council

\_\_\_\_\_  
President of the  
Council



**NORTH 7<sup>th</sup> STREET RESIDENTIAL  
HISTORIC DISTRICT ZONING OVERLAY**



**Revised 9-29-09  
DRAFT**

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## 1 HISTORY

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

As part of a 2009 Comprehensive Planning update, development of a zoning overlay for the 7<sup>th</sup> Street Residential Historic District 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 7<sup>th</sup> 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.

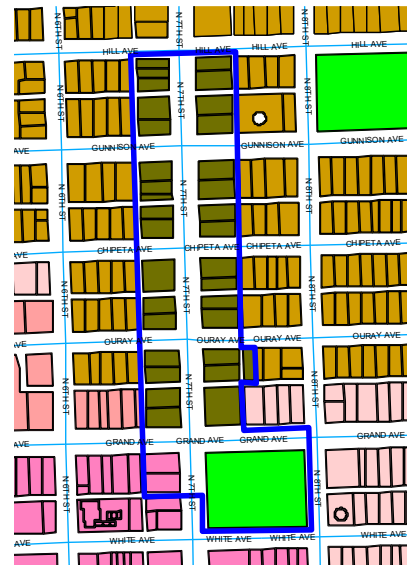
The guidelines and standards of this zoning overlay supplement other development regulations such as the *City Zoning and Development Code*, which includes detailed criteria by zone district, planned development regulations, design and improvement standards, supplemental use regulations and sign regulations 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

#### C. UNDERLYING ZONING

The underlying zoning for that portion of the North 7<sup>th</sup> 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 7<sup>th</sup> 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. The allowed uses for the properties south of Grand Avenue shall be in accordance with the zoning.

#### D. ALLOWED BASE USES

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

##### WEST SIDE

- 739 7<sup>th</sup> St – Single Family
- 731 7<sup>th</sup> St – Daycare
- 727 7<sup>th</sup> St – Daycare
- 715 7<sup>th</sup> St – Daycare
- 707 7<sup>th</sup> St – Single Family
- 639 7<sup>th</sup> St – Single Family
- 625 7<sup>th</sup> St – Single Family
- 621 7<sup>th</sup> St – Single Family
- 611 7<sup>th</sup> St – Single Family
- 605 7<sup>th</sup> St – 2 units/2 bldgs; 1 unit each
- 535 7<sup>th</sup> St – Church
- 515 7<sup>th</sup> St – Single Family
- 505 7<sup>th</sup> St – Single Family
  
- 445 7<sup>th</sup> St – Single Family
- 433 7<sup>th</sup> St – Single Family
- 417 7<sup>th</sup> St – Single Family
- 407 7<sup>th</sup> St – Single Family

##### EAST SIDE

- 750 7<sup>th</sup> St – Single Family
- 726 7<sup>th</sup> St – 4 units/1 building
- 712 7<sup>th</sup> St – Single Family
- 706 7<sup>th</sup> St – Single Family
- 640 7<sup>th</sup> St – Boarding House 4 Rooms
- 626 7<sup>th</sup> St – 5 units/1 building
- 620 7<sup>th</sup> St – 4 units/1 building
- 604 7<sup>th</sup> St – Single Family
- 536 7<sup>th</sup> St – Single Family
- 522 7<sup>th</sup> St – Single Family
- 520 7<sup>th</sup> St – Single Family
- 710 Ouray – Single Family
- 440 7<sup>th</sup> St – 2 units / 2 bldgs; 1 unit each
  
- 428 7<sup>th</sup> St – Single Family
- 720 Grand – Church
- 310 7<sup>th</sup> Street – School

337 7<sup>th</sup> St – Office – 4 units  
327 7<sup>th</sup> St – Office – 10 units

### **C. OTHER ALLOWED RESIDENTIAL USES**

Applications under this paragraph are subject to review and compliance with the use specific standards of the *Zoning and Development Code and this Plan*

**Because of the significance of the North Seventh Street Historic District, the City Council shall review the Director’s decision on all applications for these uses.**

- Residential Sub-Units (subordinate to the primary residential use and located within the principal structure)
- Accessory Units (subordinate to the primary residential use and detached from the principal structure)
- Bed and Breakfast 1 to 3 Rooms
- Home Occupation
- Home-based Daycare

**The City Council shall determine if the Director’s decision is consistent with the general purposes of the guidelines and standards in this Overlay Zone, Chapter 4 use specific standards and Chapter 7 Historic Preservation standards of the Code.**

**The Director and/or the City Council may deny any application if the application fails to meet the use specific and/or historic preservation standards of the Code or if the application fails to preserve the historical and/or architectural value of buildings and/or fails to create an aesthetic appearance of the properties and the streetscape within the district that complements the historic buildings and/or fails to stabilize and improve property values.**

**The City Council shall use its sound discretion when reviewing the Director’s decision on such applications.**

**The Grand Junction Historic Preservation Board shall be a review agency for applications under this paragraph.**

### **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 for properties north of Grand Avenue, other than the allowed residential uses listed in C. above, require staff review and recommendation to the Planning Commission and final decision by City Council. The public hearing procedure shall be as follows:

Review Criteria. The application shall demonstrate that the proposed use will comply with:

5. Site Plan Review Standards. All applicable site plan review criteria;
6. District Standards. The underlying Zoning district standards;
7. Specific Standards. The Use-specific standards;
8. Compatibility with Adjoining Properties. Compatibility with neighboring properties through measures such as:
  - c. The provision of reasonable visual and auditory privacy for dwelling units located adjacent to the site. Fences, walls, barriers and/or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants;
  - d. All elements of a plan shall coexist in a harmonious manner with nearby existing and anticipated development. Elements to consider include; buildings, outdoor storage areas and equipment, utility structures, building and paving coverage, landscaping, lighting, glare, dust signage, views, noise and odors.

The Director shall review applications, the Planning Commission shall review and make recommendations to the City Council and City Council shall approve, conditionally approve or deny applications for uses under this paragraph. The City of Grand Junction Historic Preservation Board shall be a review agency for all such applications.

Application and Review Procedures. Application requirements and processing procedures for applications under paragraphs C and D above shall be in accordance with the Code with the following modification:

2. Approval of a new or changed use under paragraph D shall require a change to this Overlay Zone.

#### **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 City Council. 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 and demolition or removal of any principal structure shall be reviewed in accordance with this paragraph.
- 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.

Application and Review Procedures. Application requirements and processing procedures for appeals and variance requests shall be in accordance with the Zoning and Development Code provisions.

**The City Council shall determine if the Director's decision or request for variance is consistent with the general purposes of the guidelines and standards in this Overlay Zone and Chapter 7 Historic Preservation standards of the Code.**

## **4 DESIGN GUIDELINES AND STANDARDS**

### **A. STREETScape AND DISTRICT IDENTIFICATION**

- 4. 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> Street or in the park strip along side streets.
- 5. 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 7<sup>th</sup> Street corridor. Street trees along North 7<sup>th</sup> 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 7<sup>th</sup> 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.

**6. 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**

**11. 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 7<sup>th</sup> 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 7<sup>th</sup> Street shall be of a height similar to adjacent buildings not to exceed 35 feet to further create visual unity.

**12. 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.

**13. 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.

**14. Entrances.** The buildings in the District were designed to face North 7<sup>th</sup> 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 7<sup>th</sup> Street.

- Doorways shall keep the building's original construction and historical style.





**15. 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.

**16. Porches, Stairs and Entry Platforms.** A key characteristic of many of the buildings in the North 7<sup>th</sup> 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.

**17. 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.

**18. 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.

**19. 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.

**20. Additions and Secondary Buildings.** The primary structures along North 7<sup>th</sup> 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 7<sup>th</sup> 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

4. **Fencing.** Fencing in the front yards of properties along North 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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.
5. **Parking.** Front driveways and on-street parking along 7<sup>th</sup> 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 7<sup>th</sup> Street.
6. **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



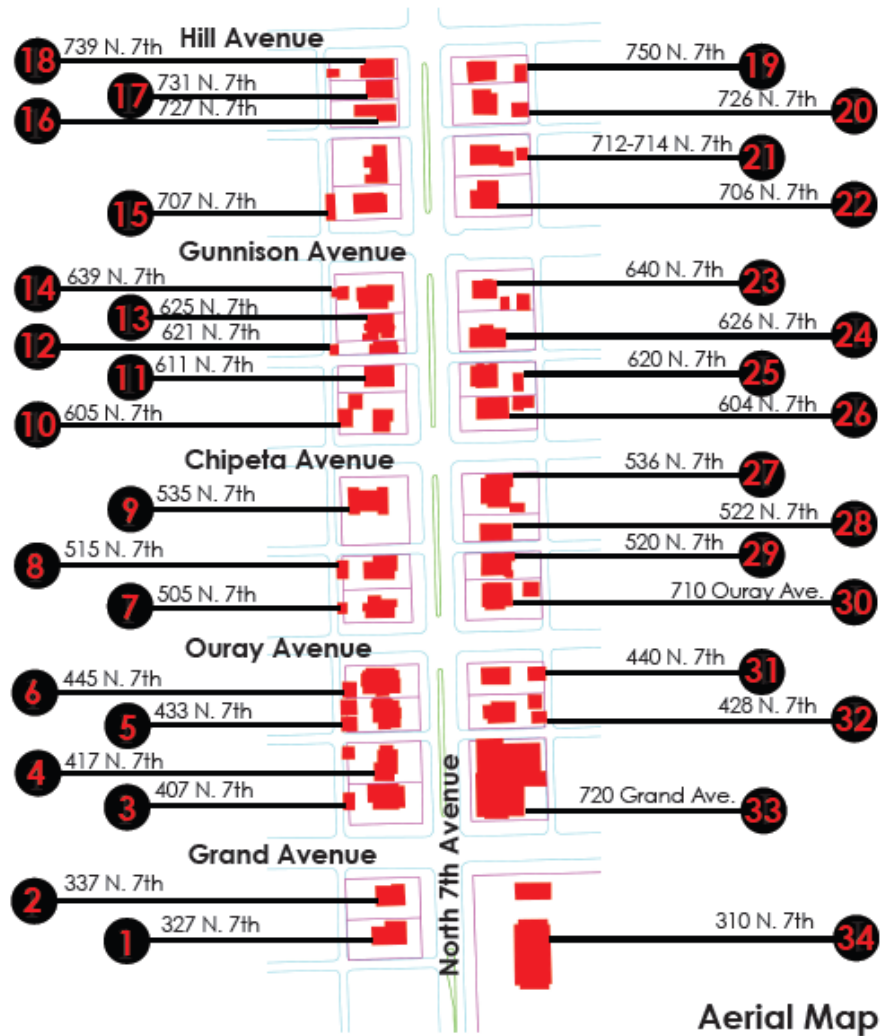
# North 7th Street Historical Residential District



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



**Aerial Map**

# 1. Doc Shores House



**Building Location**

**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



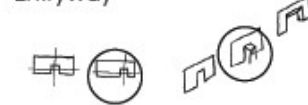
### Wall



### Foundation



### Entryway

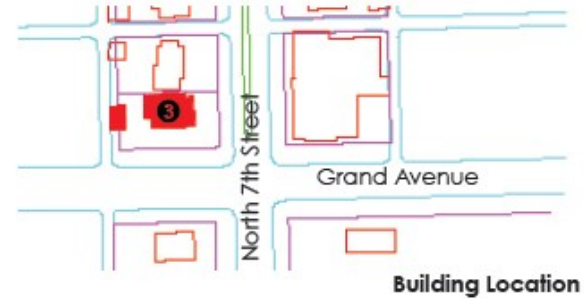


**Style:** Colonial Revival, Tudor Revival, Queen Ann  
**Platforms:** small covered entrance  
**Additions/Alterations:** yes  
**Accessory Structures:** none  
**Fencing/Walls:** none  
**Landscaping:** minimal  
**Signage:** stand alone  
**Unique/Distinguishing Elements:** unique columns and windows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





### 3. Herman Bull House

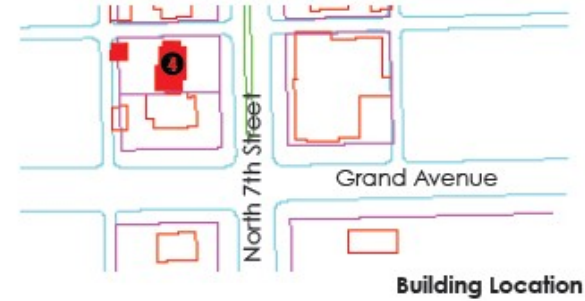


**Address:** 407 North 7th Street  
**Zone District:** PR-8, planned residential  
**Principal Use:** residence  
**Original Owner:** Dr. Herman Bull  
**Date of Construction:** 1906

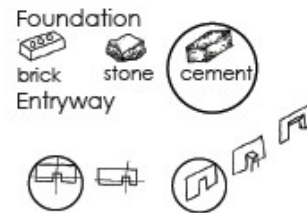
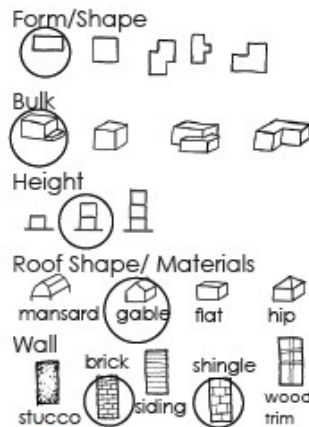
<p><b>Form/Shape</b></p>	<p><b>Foundation</b></p>
<p><b>Bulk</b></p>	<p><b>Entryway</b></p>
<p><b>Height</b></p>	
<p><b>Roof Shape/ Materials</b></p>	
<p><b>Wall</b></p>	

**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

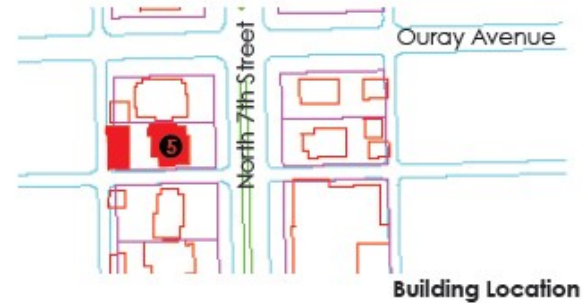


North 7th Street Historic Residential District



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## 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



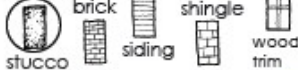
### Height



### 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

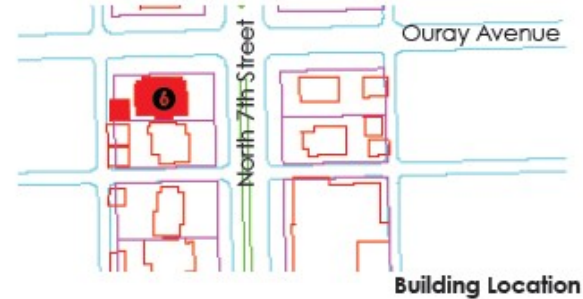
**Observations:** unique forms and massing

5

North 7th Street Historic Residential District

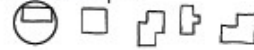


## 6. Martin House



**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



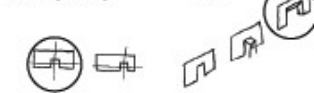
### Wall



### 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

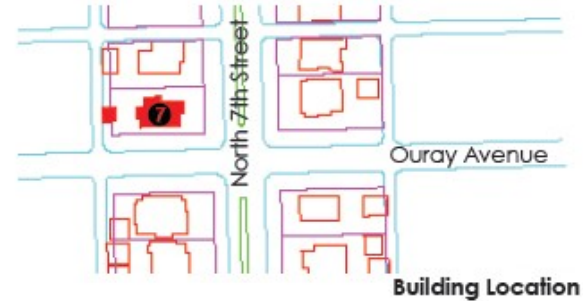


North 7th Street Historic Residential District



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## 7. Sampliner House



**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**  
 mansard gable flat hip

**Wall**  
 stucco brick siding shingle wood trim

**Foundation**  
 brick stone cement

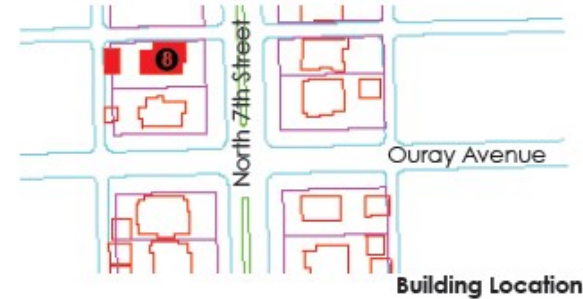
**Entryway**



**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



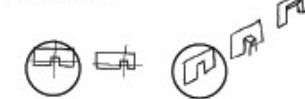
### Wall



### Foundation



### Entryway



North 7th Street Historic Residential District



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## 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



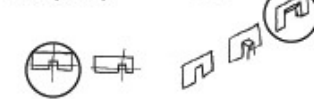
### Wall



### Foundation



### Entryway



**Style:** Romanesque, Colonial Revival

**Platforms:** none

**Additions/Alterations:** no

**Accessory Structures:** none

**Fencing/Walls:** chain link

**Landscaping:** Colorado

**Signage:** stand alone

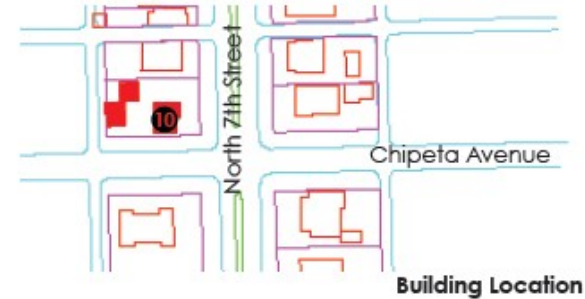
**Unique/Distinguishing Elements:** rounded arch, symmetry

**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



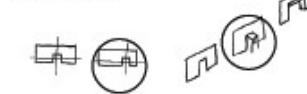
### Wall



### 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



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# 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**

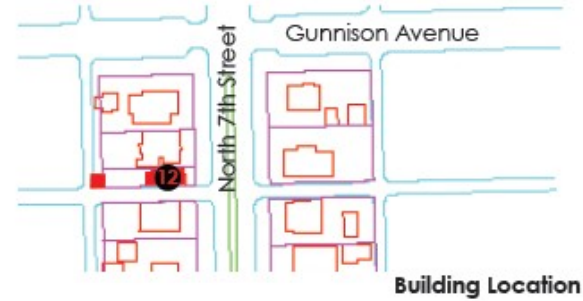
**Wall**

**Foundation**  
  
**Entryway**



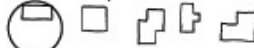
**Style:** Colonial Revival  
**Platforms:** front porch  
**Additions/Alterations:** no  
**Accessory Structures:** shed  
**Fencing/Walls:** wood  
**Landscaping:** minimal  
**Signage:** none  
**Is Property a Focal Point or Orientation Landmark?** no

## 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



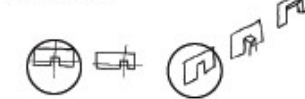
### Wall



### 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

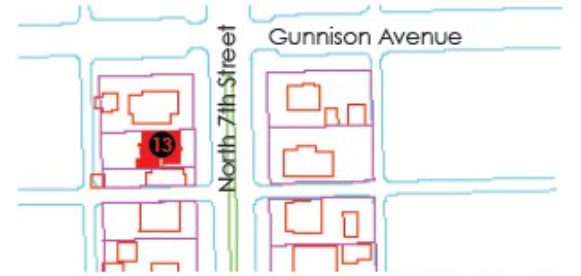


North 7th Street Historic Residential District



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# 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

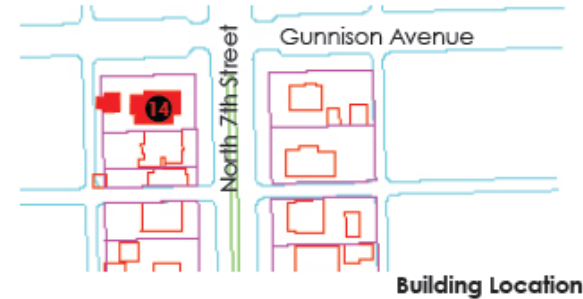
- Foundation**  
 brick   stone   cement
- Entryway**



**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

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

**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





## 15. Wickersham House



Building Location

**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



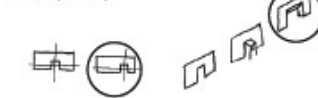
### Wall



### 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**

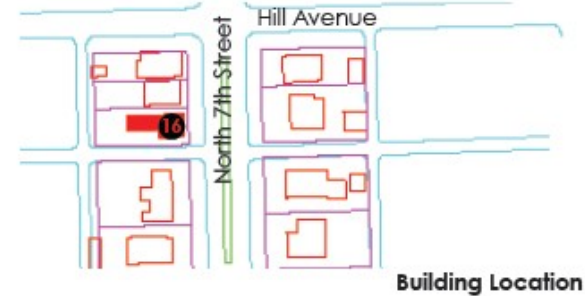
**Landmark?** yes

**Observations:** great example of Craftsman-style housing

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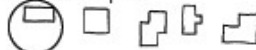
North 7th Street Historic Residential District

## 16. Learning Tree



**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



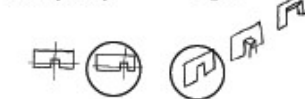
### Wall



### 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



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## 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**

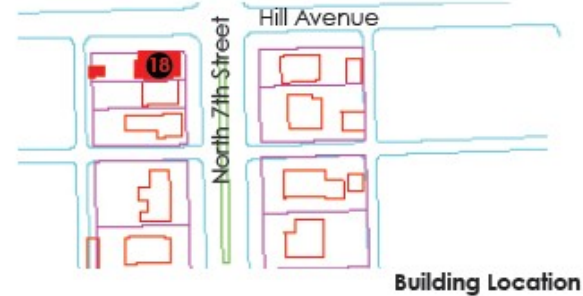
**Wall**

**Foundation**  
  
**Entryway**





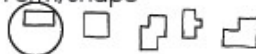
## 18. Residence



Building Location

**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



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## 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



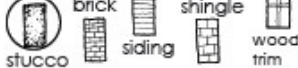
### Height



### Roof Shape/ Materials



### Wall



### Foundation



### Entryway



**Style:** Spanish

**Platforms:** front porch

**Additions/Alterations:** no

**Accessory Structures:** garage

**Fencing/Walls:** stone

**Landscaping:** screened, Colorado

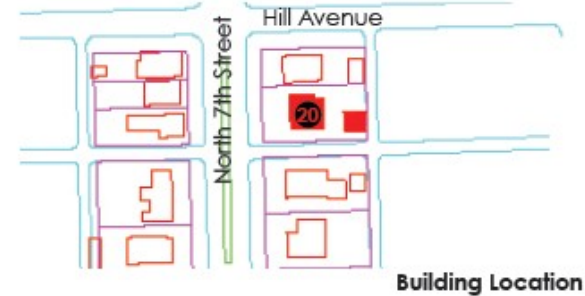
**Signage:** no

**Is Property a Focal Point or Orientation**

**Landmark?** no

**Observations:** overly large shrubs hide the structure's facade

## 20. Residence



Building Location

**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



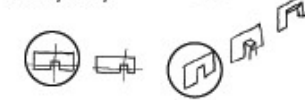
### Wall



### 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



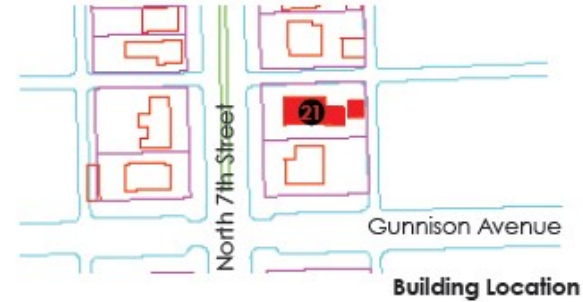
North 7th Street Historic Residential District



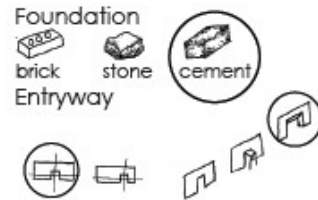
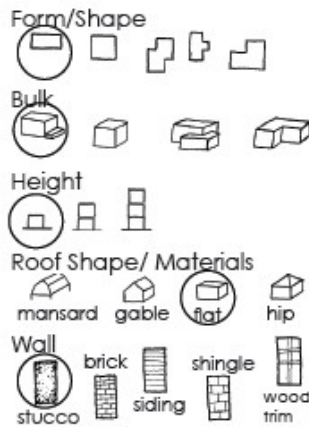
20



## 21. Residence



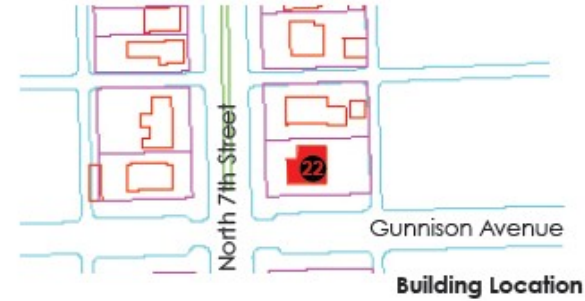
**Address:** 712 and 714 North 7th Street  
**Zone District:** PR-8, planned residential  
**Principal Use:** residential  
**Original Owner:**  
**Date of Construction:** 1931



**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

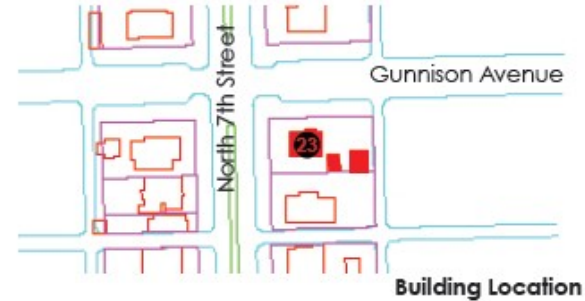


North 7th Street Historic Residential District

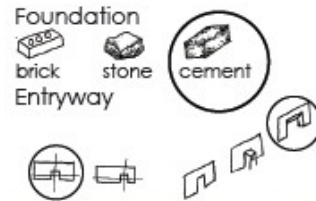
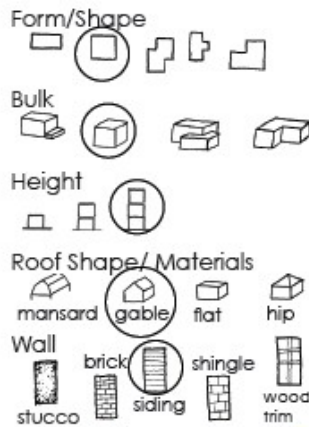


22

## 23. Furbrosh House

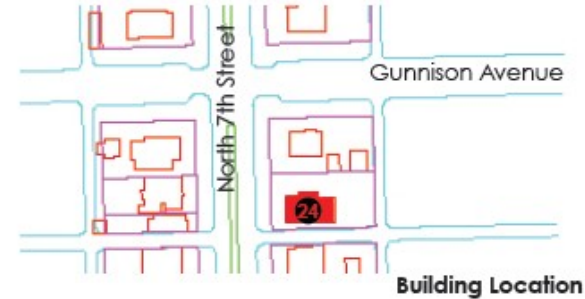


**Address:** 640 North 7th Street  
**Zone District:** PR-8, planned residential  
**Principal Use:** residential  
**Original Owner:** C.M. Ferbrache  
**Date of Construction:** 1906



**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



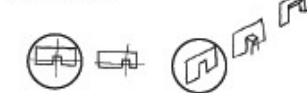
### Wall



### Foundation

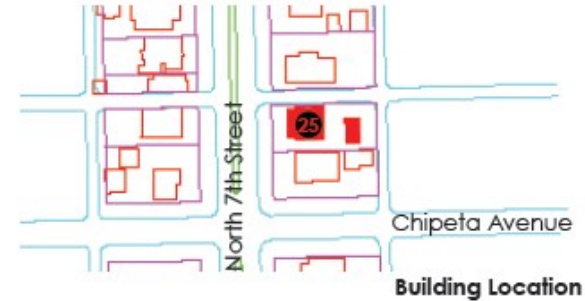


### Entryway

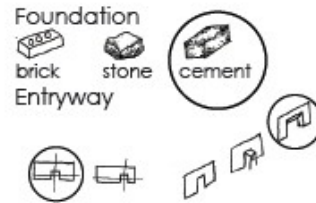
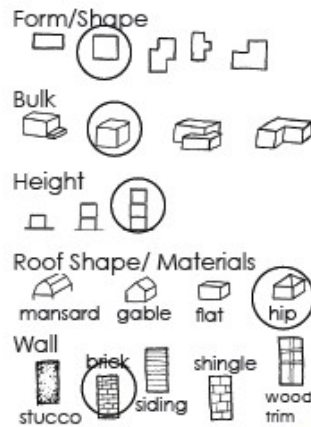




## 25. Moyer House



**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

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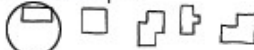
North 7th Street Historic Residential District

## 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

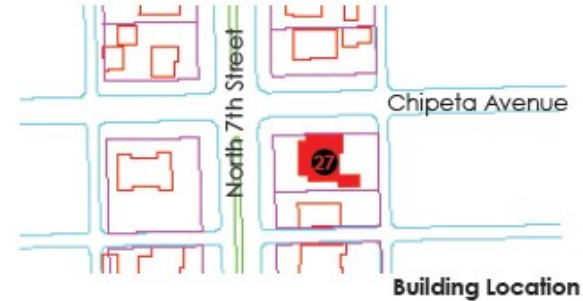
**Is Property a Focal Point or Orientation**

**Landmark?** yes

**Observations:** front entrance does not face North 7th Street

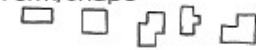


## 27. Smith-Schmidt House



**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



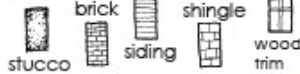
### Height



### 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

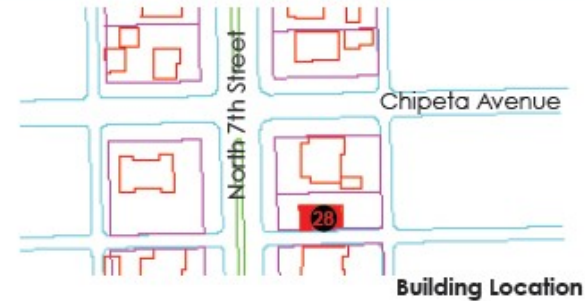
**Is Property a Focal Point or Orientation**

**Landmark?** yes

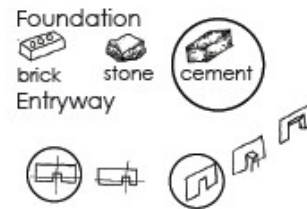
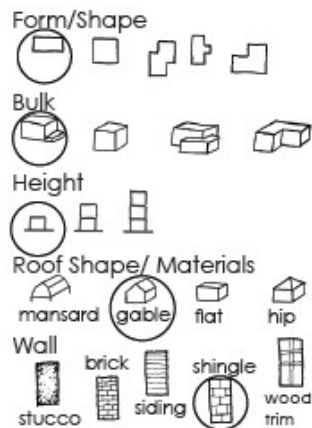
**Observations:** well-maintained



## 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

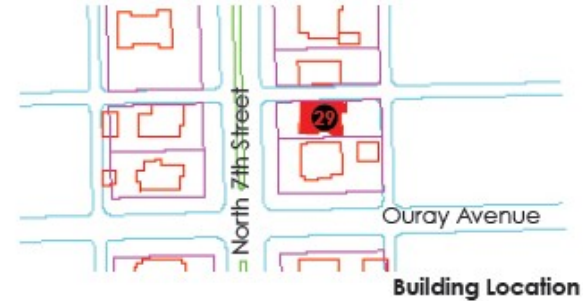


**Style:** Queen Anne  
**Platforms:** screened front porch  
**Additions/Alterations:** yes  
**Accessory Structures:** garage  
**Fencing/Walls:** wood  
**Landscaping:** Colorado  
**Signage:** no  
**Is Property a Focal Point or Orientation Landmark?** no  
**Observations:** facade needs serious maintenance, stairs leading to front door are missing

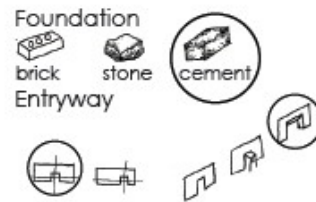
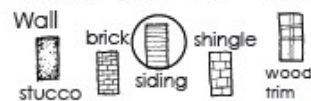




## 29. Ellison House



**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



Building Location

**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

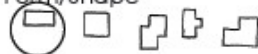


## 31. Jordan House



**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



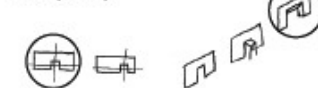
### Wall



### 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

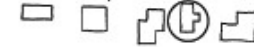


## 32. Allison House



**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



brick stone cement

### 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



North 7th Street Historic Residential District

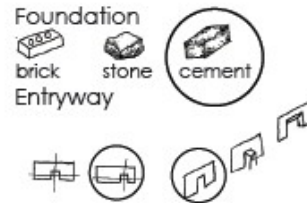
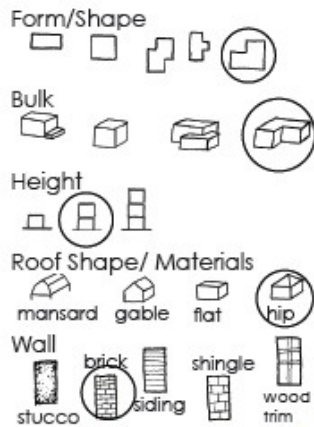


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### 33. First Baptist Church

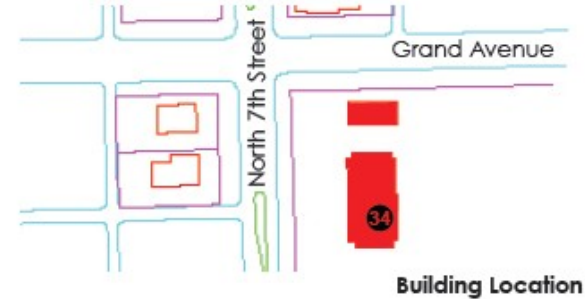


**Address:** 720 Grand Avenue  
**Zone District:** PR-8, planned residential  
**Principal Use:** church  
**Original Owner:**  
**Date of Construction:** 1912 - 1929



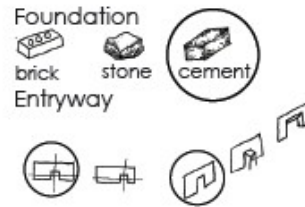
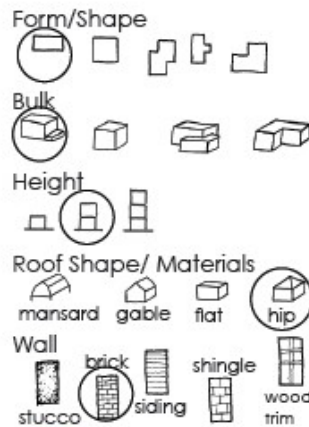
**Style:** Colonial Revival  
**Platforms:** none  
**Additions/Alterations:** no  
**Accessory Structures:** none  
**Fencing/Walls:** none  
**Landscaping:** Colorado  
**Signage:** attached  
**Unique/Distinguishing Elements:** Greek columns, stained glass windows  
**Is Property a Focal Point or 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 7<sup>th</sup> 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 input.

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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> Street.

Strongly/Agree: 59%    Neutral: 12%    Disagree/Strongly: 29%

Parking lots should not be visible from North 7<sup>th</sup> 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%

**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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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%