

*Deletion Inspection fee note case - 41,716 Dif.*

51

PEN-2011-115 - On hold in EG

Planning \$ <u>N/A</u>	Drainage \$ <u>N/A</u>	Bldg Permit No.
TCP \$ <u>233,479.00</u>	School Impact \$ <u>N/A</u>	File # <u>SPE-2008-359</u>
Inspection \$ <u>1690.00</u>	<b>DEFERRED FEE</b> 97 rooms <b>PLANNING CLEARANCE</b>	
<input checked="" type="checkbox"/> <u>Zoning</u>		

(Site plan review, multi-family development, non-residential development)  
**Grand Junction Public Works & Planning Department**

BUILDING ADDRESS 654 MARKET STREET TAX SCHEDULE NO. 2945-042-30-001

SUBDIVISION CANDLEWOOD HILTON SQ. FT. OF EXISTING BLDG(S) 0

FILING \_\_\_\_\_ BLK \_\_\_\_\_ LOT 2 SQ. FT. OF PROPOSED BLDG(S)/ADDITONS 52,699 #

OWNER SAME MULTI-FAMILY:  
NO. OF DWELLING UNITS: BEFORE \_\_\_\_\_ AFTER \_\_\_\_\_  
CONSTRUCTION

ADDRESS \_\_\_\_\_ NO. OF BLDGS ON PLOT BEFORE \_\_\_\_\_ AFTER \_\_\_\_\_  
CITY/STATE/ZIP \_\_\_\_\_ CONSTRUCTION

APPLICANT THE KOEHLER CORPORATION USE OF A \_\_\_\_\_  
ADDRESS 2011 8<sup>th</sup> AVENUE NE DESCRIPTIC LANDSCAPING

CITY/STATE/ZIP ABERDEEN SD 57401 GAZEBO NO OUTSIDE  
TELEPHONE (605) 229-0030

Submittal requirements are outlined in the SSID (Submittal Standard for Imp... and Development) document.

THIS SECTION TO BE COMPLETED BY PLANNING STAFF

ZONE <u>M-U, MIXED USE</u>	LANDSCAPING/SCREENING REQUIRED: YES <input checked="" type="checkbox"/> NO _____
SETBACKS: FRONT: <u>15'</u> from Property Line (P.L.) or from center of ROW, whichever is greater	PARKING REQUIREMENT: <u>112 SPACES</u>
SIDE: <u>15'</u> from PL REAR: <u>25'</u> from P.L.	FLOODPLAIN CERTIFICATE REQUIRED: YES _____ NO <input checked="" type="checkbox"/>
MAX. HEIGHT <u>40'</u>	SPECIAL CONDITIONS: <u>PER APPROVED SITE AND LANDSCAPING PLANS.</u>
MAX. COVERAGE OF LOT <u>N/A</u>	<u>PLANNING COMMISSION APPROVED HEIGHT VARIATION AND GAZEBO SETBACK PER APPROVED LANDSCAPING USE PERMIT.</u>

*#35,535.55*  
*1690 inspection fee*  
*paid on 4/12/10*  
*TKO/OCCL agent*

approved, in writing, by the Public Works & Planning Department Director. The structure until a final inspection has been completed and a Certificate of Occupancy has been issued (Building Code). Required improvements in the public right-of-way must be guaranteed or required site improvements must be completed or guaranteed prior to issuance of a permit. The structure shall be maintained in an acceptable and healthy condition. The structure in an unhealthy condition is required by the Grand Junction Zoning and Development Code.

submitted and stamped by City Engineering prior to issuing the Planning Clearance. One time fee.

and the information is correct; I agree to comply with any and all codes, ordinances, and regulations. I understand that failure to comply shall result in legal action, which may include civil and criminal penalties.

Signature: \_\_\_\_\_ Date 12-21-09  
Signature: \_\_\_\_\_ Date 12-28-09

Utility Accounting	YES <input checked="" type="checkbox"/> NO _____	W/O No. <u>21580</u>
_____	_____	Date <u>12-28-09</u>

VALID FOR SIX MONTHS FROM DATE OF ISSUANCE (Section 2.2.C.1 Grand Junction Zoning and Development Code)

(White: Planning) (Yellow: Customer) (Pink: Building Department) (Goldenrod: Utility Accounting)



April 6, 2010

*Developers and Operators of Fine Hotels*

Mr. Tim Moore  
Public Works Manager  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Dear Mr. Moore:

The nationwide recession has had a significant adverse impact on hotels, including extended stay hotels. The recession has also caused greater difficulty in securing financing. Those factors have created greater risk for hotel developments. Consequently, every dollar saved improves the prospects for a hotel to be successful.

Our company has spent many months, and many dollars, working on the development of the Candlewood Suites hotel to be located at 654 Market Street, Grand Junction, Colorado 81506. In spite of that effort, we had to delay construction because of the sewer and traffic capacity fees assessed by the City. Now, based on the City's adjustment of the Traffic Capacity Payment to reflect the extended stay nature of our hotel, and the City's authorization for payment of the fees in installments, we will be starting construction.

As agreed, the total fees will be as follows:

Sewer - \$97,776  
Traffic Capacity Payment – 97 rooms at \$1,637 per room = \$158,789  
City Inspection Fee - \$1,690  
Total Fees - \$258,255

The fees will be paid as follows:

\$58,255 will be paid at the start of construction. The remaining balance of \$200,000 will be paid in four equal installments of \$50,000. The first installment will be paid on the first anniversary of the date that a Certificate of Occupancy is issued for the hotel; the three remaining payments will be made on each succeeding anniversary date. No interest will accrue on the sums owed.

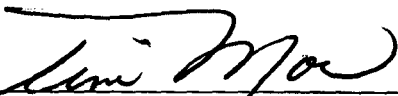
Thank you for helping make this hotel project a reality. Governmental entities need pragmatic decision makers, like you. The City of Grand Junction will benefit from the construction and operation of the hotel which our company may have been forced to abandon without the City's assistance. Please confirm our payment arrangements with the City by signing below and returning the signed original in the enclosed stamped envelope. Thank you for your help.

Sincerely,

James P Koehler

Enclosures  
Check #5004

The fees and the installment payment schedule specified in this letter are accepted by the City of Grand Junction.

  
\_\_\_\_\_  
Tim Moore, Public Works Manager  
Date 4-7-10

## PROMISSORY NOTE

**Borrower:** James P. Koehler of 2011 8<sup>th</sup> Avenue, NE, Aberdeen, South Dakota,  
57401 (individually and collectively the "Borrower")

**Lender:** City of Grand Junction

**Principal Amount:** \$200,000.00

1. FOR VALUE RECEIVED, the Borrower promises to pay to City of Grand Junction at 250 North 5<sup>th</sup> Street, Grand Junction, Colorado, 81501, the principal sum of two hundred thousand (\$200,000.00) USD, without interest payable on the unpaid principal.
2. This Note will be repaid in consecutive yearly installments of \$50,000.00 each on the anniversary date of the Grand Junction, CO, Candlewood Suites, 654 Market Street, Grand Junction, Colorado 81506, certificate of occupancy.
3. At any time while not in default under this Note, the Borrower may pay the outstanding balance then owing under this Note to City of Grand Junction without bonus or penalty.
4. Notwithstanding anything to the contrary in this Note, if the Borrower defaults in the performance of any obligation under this Note, then City of Grand Junction may declare the unpaid principal amount then due and owing under this Note at that time to be immediately due and payable. Furthermore, in the event of a default the City may disconnect the Candlewood Suites from sewer service.
5. This Note will be construed in accordance with and governed by the laws of the State of Colorado.
6. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by City of Grand Junction in enforcing this Note as a result of any default by the Borrower, including but not limited to the cost of disconnecting sewer service, will be added to the principal then outstanding and will immediately be paid by the Borrower.
7. This Note will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and City of Grand Junction. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.
8. If Borrower sells the Grand Junction, CO Candlewood Suites during the term of this Note, the Borrower must pay the outstanding balance owed under this Note before closing of the sale.

