

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 5136

AN ORDINANCE TO AMEND THE GRAND JUNCTION MUNICIPAL CODE TO ADD SECTION 43 ET. SEQ. TO ESTABLISH AN ACCESSORY DWELLING UNIT PRODUCTION PROGRAM

RECITALS:

By and with this Ordinance the City Council amends the Grand Junction Municipal Code (GJMC or Code) to establish the *Grand Junction Accessory Dwelling Unit Production Program*.

In May 2021 the City in conjunction with several housing agencies completed a Grand Valley Housing Needs Assessment (HNA). The HNA showed a poverty rate in Grand Junction of 16% which is well above the state average, a rental housing gap of 2,168 units for households earning less than \$25,000 (roughly 30% to 50% Average Monthly Income [AMI]), a need for accessible housing units for the 15% of the City's population that are disabled, and a generalized substandard condition of housing units within the community.

In response to and informed by the HNA, in October 2021, the City Council adopted a Housing Strategy outlining twelve (12) strategies tailored to address certain needs identified in the HNA with two of the top needs being "production and availability gaps including needs for additional affordable rentals and "starter homes and family homes priced near or below \$250,000."

As demonstrated in the HNA, the City's most acute housing needs are for rental units for households below 30% AMI and up to 60% AMI and for ownership units for households at or below 80% AMI.

The Accessory Dwelling Unit (ADU) Production Program (APP) is intended to respond to, as described above and in detail in the Housing Needs Assessment, a generalized shortage of affordable housing in Grand Junction. The APP will incentivize and support the construction or build-out of ADUs within or attached to existing structures which structures are the principal use on the property, or ADU's that are detached from the principal structure and are on a permanent foundation.

The construction, and in turn increased availability, of ADUs within the City will contribute to alleviating the known shortage of affordable housing. Such dwellings are often referred to as *naturally occurring affordable housing* (NOAH) which, when constructed will benefit the City and promote the health, safety, and welfare of inhabitants of the City.

For properties that are owner-occupied, and with the intent to assist in the creation of generational wealth from homeownership that will be aided by the City's incentive funding, owners will realize a significant offset the costs of constructing ADU's.

Further, GMJC 21.11.010(k) provides "In order to promote the provision of low-moderate income housing in the City, the City Council may agree in writing to pay some, or all of the impact fees imposed on a proposed low or moderate income housing development by this chapter from other unrestricted funds of the City. Payment of impact fees on behalf of a fee payer shall be at the discretion of the City Council and may be made pursuant to goals and objectives adopted by the City Council to promote housing affordability."

On February 15, 2023, the City Council considered this Ordinance and determined that the creation and establishment of the Accessory Dwelling Unit Production Program (APP) is necessary and proper, and does for the foregoing reasons adopt and approve this Ordinance and the amendments of the Code necessary to develop, implement and enforce the Accessory Dwelling Unit Production Program all as follows.

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

Chapter 43 shall be added to Title 43 of the Grand Junction Municipal Code. Amendments are shown in **bold type**, deletions are shown in ~~strikethrough type~~

Chapter 43 Accessory Dwelling Unit Production Program

43.01.010 Definitions (Could cite to ZDC if already defined)

Accessory Dwelling Unit (ADU), as defined in GJMC 21.10.020

Area Median Income (AMI), As defined by Colorado Housing and Finance Authority

Applicant, as defined in GJMC 21.10.020

Application, as defined in GJMC 21.10.020

Additional Incentive is that amount equal to \$15,000 minus Fees.

Developer, See Applicant

Fees mean

- a) “Sewer Plant Investment Fee” means a plant investment fee (PIF) collected on behalf of Persigo Wastewater Treatment Facility.
- b) “Water Plant Investment Fee” means a plant investment fee (PIF) collected on behalf of the City of Grand Junction. Does not include any fee collected by any other water provider.
- c) “Development Impact Fee or Impact Fee” means certain fees now collected or as may be later applied and collected, also known as Development Impact Fee(s), for the purposes of police, fire, parks, and recreation, transportation capacity and/or other governmental functions and services.

Fee Payment means City payment of *Fees* on behalf of *Developer*.

Owner means and includes a deeded or judicially decreed legal and/or equitable interest in the *Property*

Owner-Occupied Property(es) is a piece of real estate in which the person who holds the title (owns the *Property*) also uses the home or an ADU located on the property as the *Owner’s* primary residence and lives on-site.

Property, as defined in GJMC 21.10.020

Term means the agreed upon term, either five or seven years, limiting the usage of an *Accessory Dwelling Unit* as a short-term rental.

43.01.020 Purpose and Applicability

The *Accessory Dwelling Unit Production Program (APP)* is intended to respond to a generalized shortage of affordable housing in Grand Junction as determined to exist by the City’s 2021 Housing Needs Assessment. The APP will, as provided in this Chapter, incentivize, and support the construction or build-out of ADUs on lots with a single family (attached or detached) or two-family use.

The construction, and in turn increased availability, of ADUs within the City will contribute to alleviating the known shortage of affordable housing. Such dwellings are often referred to as naturally occurring affordable housing (NOAH) which, when constructed will benefit the City and promote the health, safety, and welfare of inhabitants of the City.

43.01.030 Documents Incorporated by Reference

The *ADU Production Program Covenant Agreement and Occupancy Certification Form* are incorporated by reference and are cited to herein as Attachment A. Attachment may also be referred to as the *APP Covenant and Agreement Documents*.

43.01.040 Permitting, Inspection and Approval

- (a) All ADUs must meet all permitting, building and processes outlined in GJMC 21.04.040(f) Accessory Dwelling Unit codes and applicable Mesa County building codes. .

43.01.050 Enforcement and Oversight

- (a) The City Manager shall be responsible for oversight and implementation of this Chapter including, but not limited to, review, inspection, and enforcement of the GJMC and the *APP Covenant and Agreement Documents*.
- (b) The City and its contractor the Mesa County Building Department (Building Department) are authorized to perform inspections and take enforcement action(s) to ensure compliance with this Chapter.
- (c) Enforcement of this Chapter shall be in accordance with the duty(ies) set forth in GJMC 21.04.040(f) Accessory Dwelling Unit standards.
- (d) The Applicant shall install and maintain the approved ADU in accordance with this Chapter, the applicable building, fire and life safety codes of the City and the *APP Covenant and Agreement Documents*.
- (e) The City shall provide an Application for fee payment on forms provided by the City, and when a complete Application is filed the Community Development Director will review the application and approve, approve with conditions, or deny each Application. within 45 days of the City determining the Application to be complete.

43.01.060 Fees

- (a) Fees are as defined Section 43.01.010. Fees do not include amounts paid to, charged or assessed by another special districts, owners association or special, or special assessment made by any public or private entity, or any other governments other than the City of Grand Junction and Persigo Wastewater Treatment Facility Fees do not include monies due for permits or plans including, but not limited to planning clearances, building inspection or permits, fire inspections, etc.

(b) Fee Payment

A Fee Payment under this Chapter is applicable to any ADU Developer (Commercial or Homeowner).

- (i) The City will upon satisfaction of the following pay Fees on behalf of the Developer for the construction of an ADU.
- (ii)
- (iii) To receive payment of Fees, the Developer is required to:
 - A. Agree to execute and record in the Mesa County land title records a binding restrictive covenant, in a form provided by the City, that no short-term rental be permitted as a use of either the ADU or Principal Structure on the Property for a period of no less than 5 years
 - B. Certificate of Occupancy “hold” will be placed on any approved ADU Planning Clearance receiving a Fee Payment and/or Additional Incentive to ensure completion of construction within one calendar year from date of the approved application for Fee payment and approved Planning Clearance whichever is later. If a Certificate of Occupancy is not issued within one year, all Fees and a refund of any additional incentive will become due immediately; and
 - D. Agree to file an annual certification and reporting requirement as provided in 43.01.070.

ADU Production Program			
	ADU developers (amount)	ADU w/ Owner- Occupied Properties (amount)	Terms
City Paid Fees	Amount equal to Fees at time of Planning Clearance Application	Amount equal to Fees at time of Planning Clearance Application	5-year commitment to no short-term rental on property
ADU Additional Incentive (Owner-Occupied & Income Qualified)	Not applicable	Amount of Fees at time of Planning Clearance Application plus an amount that sums to \$15,000.	Additional 2- year commitment to no short--term rental (total of 7 years) on property

ADU Developer of an Owner-Occupied property. The City will pay Fees as provided in (b)(i) and (ii) and will provide an additional incentive in an amount that sums to \$15,000

To receive the Additional Incentive an Owner-Occupied Homeowner shall:

A. Provide Proof of Owner-occupancy of the property (in the form of a deed) and affidavit indicating intent for owner-occupancy as a primary residence for the term of the Program at time of application; and,

B. Agree to execute and record in the Mesa County land title records a binding restrictive covenant (see, attachment A) that no short-term rentals be permitted as a use of either the ADU or Principal Structure on the Property for a period of no less than 7 years from the Certificate of Occupancy;

C. Submit written evidence at the time of application that the property owner does not have a Household Income of more than 140% AMI; using the most recent Colorado Housing Finance Authority (CHFA) standards; must submit 2 forms of verification; including (1) two paycheck stubs from most recent pay periods for all adults living in the household, (2) income tax return from the most recent tax year (3) employer verification certification, (4) income verification certification from the social security administration and/or another government agency, if property owner/applicant receives any assistance or income from other sources;

D. Agree to file an annual certification and reporting requirement as provided in 43.01.070

(b) Early Termination Penalty

Due to the potential for homes to be sold, or title to be involuntarily transferred, or a homeowner wanting to end the APP commitment(s), an early termination of the APP Covenant and Agreement Documents may occur as follows:

A. An Owner may terminate the APP Covenant and Agreement Documents at any time by providing a signed written termination notice within 30 days to the City and pay a termination fee in the following amount: (1) twenty percent (20%) of the Total City paid Fees and/or Additional Incentive; plus, (2) an additional 20 percent (20%) of the City Paid Fees for each full or incomplete year left in the Term ("Termination Fee"). termination fee + 20% of incentive x remaining term years

If a property is transferred or sold voluntarily or involuntarily, the Owner must either pay early termination fee at time of transfer or sale closing and/or the new owner execute a new Covenant Agreement for the remaining years to fulfill the full extent of the prior owner's commitment. Partial years will be pro-rated.

43.01.070 Reporting Requirements and Monitoring

(a) The property owner shall provide copies of lease terms and a completed Occupancy Certification Form for ADU occupants within ten (10) calendar days when new occupancy of ADU occurs and an annual certification on forms provided by the City; and other provisions, as deemed appropriate by the City Attorney.

(b) The City shall either directly or through a contractor:

Conduct periodic audits at intervals determined necessary or appropriate of the ADU Production Program to ensure compliance with the agreements; including, but not limited to review and inspection of Short-Term Rental audit, lease reviews and Building Permit activity.

43.01.080 Remedies

(a) All Fees and Additional Incentive paid by the City pursuant to this Chapter, together with all interest thereon and penalties for early termination/default of any condition of the APP Covenant and Agreement Documents, and all costs of collection, shall constitute a perpetual real estate lien equivalent to general property taxes. No sale or conveyance, whether voluntary or involuntary, of the Property to which the APP Covenant and Agreement Documents apply shall extinguish the perpetual lien created hereby. No delay, mistake, error, or irregularity in any act or proceeding authorized by this Chapter shall prejudice or invalidate the lien, but the same may be remedied by subsequent amending acts or proceedings, as the case may require. When so remedied, the lien shall take effect and have the priority as of the date of the original covenant or agreement by which it was created. If any court of competent jurisdiction declares any such lien made pursuant to this Chapter invalid, then the City Council may, upon notice as required for the making and passing of an ordinance make the lien effective in accordance with the intent of the APP Covenant and Agreement Documents and this article.

(b) In the event of a default of the terms and conditions of the APP Covenant and Agreement Documents the City Manager shall prepare an assessment against the real estate to be liened, the amount of the lien and the amount of principal and interest due. No error, failure, or neglect, or default on the part of the City, County Treasurer or County Assessor in complying with recordation, certification or collection of any lien shall invalidate the same.

(c) Any lien upon real estate made pursuant to the APP Covenant and Agreement Documents and this Chapter shall be due and payable to the

Mesa County Treasurer. The Mesa County Treasurer shall receive payment of all liens so made against any real estate, together with interest and other charges and, in case of default in the payment of any payment(s) so owed the City when due, shall advertise and sell any and all real estate concerning which such default is suffered for the payment of the due but unpaid sum of money with interest thereon. Such sales and advertisements shall be made at the same time(s) and in the same manner and under the same conditions and penalties and to the same effect as are provided by the general laws of the State for the sale of real estate in default of payment of general taxes. The holder of a certificate from the County Treasurer, including the City, showing payment of a lien, may have subsequent assessments endorsed thereon under the same terms and conditions as provided by the general laws of the State for the endorsement of subsequent taxes on tax certificates.

- (d) At any sale by the County Treasurer of any real estate in the City for the purpose of paying any lien created by the APP Covenant and Agreement Documents and this Chapter, the City Manager or his designee may purchase any such real estate without paying for the real estate in cash and shall receive certificates of purchase in the name of the City. Such certificates shall be received and credited at face value, with all interest penalties and other charges accrued, to the City Manager on account of the lien(s) in pursuance of which the sale was made. The certificates may thereafter be sold by the City Manager at face value, with all interest and penalties accrued. The City Manager shall assign the certificates and the proceeds shall be credited to the APP fund.**
- (e) In case of any violation of any provision of this chapter, or any amendment thereof, the City may, at its discretion, initiate civil proceedings, including perfecting a lien, and/or filing for injunction, mandamus, abatement, declaratory judgment or other appropriate actions or proceedings, to prevent, enjoin, abate, remove, or otherwise correct any violation of the APP Covenant and Agreement Documents or this article. Civil remedies provided for under this section are not exclusive and shall not preclude prosecution for criminal violations under the provisions of this chapter.**

43.01.090 Severable and Contingent

- (a) This chapter is necessary to protect the public health, safety, and welfare of the residents of the City and covers matters of local concern or matters of mixed State and local concern. The provisions of this Chapter are severable. If any provision of this chapter is found to be unconstitutional or illegal, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severed or severable and shall continue in full force and effect.**

(b) The provisions of this Chapter and the offering of any incentive(s) for the Accessory Dwelling Unit Production Program is contingent upon annual funding by the City Council availability. The City Council shall, from time to time and/or necessary, consider effectiveness of the ordinance at achieving its stated purposes.

43.01.100 Administrative regulations

(a) The City Manager is authorized to promulgate such rules, regulations, and forms as are necessary to effectuate the implementation, administration, and enforcement of this Chapter.

43.01. 110 No City liability; Indemnification.

(a) By participating in the Accessory Dwelling Unit Production Program and/or accepting an incentive(s) pursuant to this Chapter, the Applicant waives and releases the City, its officers, elected officials, employees, attorneys, and agents from any liability for injuries, damages or liabilities of any kind that may result from the construction and/or occupancy of the ADU(s).

(b) By participating in the Accessory Dwelling Unit Production Program and/or accepting an incentive(s) pursuant to this Chapter, the Applicant agrees to indemnify, defend and hold harmless the City, its officers, elected officials, employees, attorneys, agents and insurers against all liability, claims and demands on account of any injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the construction and/or occupancy of the ADU(s).


Introduced on first reading the 1st day of March 2023 and ordered published in pamphlet form.

Adopted on second reading this 15th day of March 2023 and ordered published in pamphlet form.

ATTEST:



Amy Phillips
City Clerk



Anna M. Stout
President of City Council



Attachment A

Accessory Dwelling Unit (ADU) Production Program (APP)

Administrative Procedures

Application.

1. An application for a Planning Clearance for a new ADU shall be construed as a request for the ADU Production Program (APP). Should a homeowner/developer be seeking the Fee Waiver, the Applicant shall submit an ADU Production Program application, to include:

a. An initial application submitted with an ADU's minor site plan review material shall include the ADU's developers name and contact information, the property owner's name and contract information and any additional requirements as may be determined necessary. For those ADU developers seeking the additional incentive submittal information shall also include:

b. Proof of owner-occupancy of the property (in the form of a deed) and affidavit indicating intent for owner-occupancy for the term of the Program.

c. Submit evidence that the property owner does not have a Household Income more than 120% AMI, as recognized by CHFA; (must submit 2 forms of verification at the time of application):

(1) Two paycheck stubs from most recent pay periods

(2) Income Tax Return from the most recent year

(3) Employer Verification certification

(4) Income verification certification from the Social Security Administration and/or a Colorado State Agency, if property owner/applicant receives any assistance

Application Review and Granting of Funds

2. City staff shall review the application materials. Upon finding of a complete and accurate application and upon land use approval of the ADU, the developer shall submit:

a. (Fee Payment) Assigned Covenant, agreeing to no short-term rentals operating non the property in either a primary or accessory dwelling unit for no less than 5 years; and

b. construction of the ADU within one-calendar year of the date of planning clearance approval, and

agreement to annually certify and report; OR

c. (Additional Incentive) Signed Covenant agreeing to no short-term rentals operating on the property in either a primary or accessory dwelling unit for no less than 7 years; and

d. construction of the ADU within one-calendar year of the date Planning Clearance approval, and

e. agreement to annually certify and report

3. Any Fee Payment and Additional Incentive shall be conditioned upon a Certificate of Occupancy being issued by Mesa County within one calendar year from date of approved Planning Clearance. A Certificate of Occupancy "hold" will be placed on any approved ADU Planning Clearance receiving a Fee Payment and/or Additional Incentive to ensure completion of construction. If a Certificate of Occupancy is not issued within one year, all Fees and additional incentive will become due immediately.

a. The value of the Fee Payment is not to exceed the value of the Fees; the value additional incentive shall not exceed a maximum of \$15,000 in sum (for owner-occupied properties) when combined with the Fee Payment

ADU Production Program Agreement

4. Should an application be approved, the City, the developer or homeowner shall execute An ADU Production Program Covenant Agreement prior to the planning clearance being issued. Agreement shall at minimum provide:

a. Terms for the commencement and completion of the ADU project as approved with and by the City Planning Clearance; and,

b. Terms for termination and/or for sale and or transfer of occupancy terms; and,

c. Remedy for default; and,

d. Recording Memorandum.

e. Require property owner to provide copies of lease terms and a completed Occupancy Certification Form for ADU occupants within ten (10) calendar days when new occupancy of ADU occurs and an annual certification on forms provided by the City; and

f. other provisions, as deemed appropriate by the City Attorney.

5. The City shall either directly or through a contractor:

a. Conduct periodic audits at intervals determined necessary or appropriate of the ADU Production Program to ensure compliance with the agreements; including, but not limited to review and inspection of Short-Term Rental audit, lease reviews and Building Permit activity.

Definitions

6. "Fees" means

- a. "Sewer Plant Investment Fee" means a plant investment fee (PIF) collected on behalf of Persigo Wastewater Treatment Facility. Does not include any fee collected by any other wastewater provider.
- b. "Water Plant Investment Fee" means a plant investment fee (PIF) collected on behalf of the City of Grand Junction. Does not include any fee collected by any other water provider.
- c. "Development Impact Fee or Impact Fee" means certain fees now collected or as may be later applied and collected, also known as Development Impact Fee(s), for the purposes of police, fire, parks, and recreation, transportation capacity and/or other governmental functions and services.

ATTACHMENT B

EXAMPLE OF COVENANT AGREEMENT FORM

RECORDING REQUESTED BY:

City of Grand Junction

AFTER RECORDING, PLEASE MAIL THIS INSTRUMENT TO:

City of Grand Junction

250 North 5th Street

Grand Junction, CO 81501

ATTN: CITY CLERK

**COVENANT AGREEMENT RESTRICTING
OCCUPANCY FOR AN ACCESSORY DWELLING UNIT
AND PROVIDING FOR ENFORCEMENT CERTAIN
TERMS AND CONDITIONS**

This Covenant Agreement Restricting Occupancy for an Accessory Dwelling Unit ("Agreement") is made and entered in to as of _____ ("Reference Date"), by and between the City Of Grand Junction, a Colorado Home Rule municipality ("City"), and _____, the owner of real property ("Owner"), located at _____ ("Property"). Collectively the City and the Owner may be referred to as Parties.

RECITALS

1. Owner owns the Property, which is currently developed with, or will be developed with, a single-family residence. Owner has been approved by the City to construct on the Property an accessory dwelling unit ("ADU") as that term is defined in 21.04.040F of Grand Junction Zoning and Development Code ("Code" or "ADU Code").

2. Ordinarily certain Fees, known as Development Impact Fees, Sewer Plant Investment Fee (PIF) ("Fees") and Transportation Capacity Payment ("TCP") will be paid by Owner as a condition of the development of an ADU under the Code, and pursuant to this agreement, the Owner may be excused from paying t Fees and TCP if the Owner, for a period of five (5) years, agrees to limit occupancy of the ADU per the terms of this Agreement and not use the Property as a short-term rental (either the ADU or the principal structure) and commits the ADU to long term rental (rental periods longer than 30 days) only.

For owner-occupied (living on the Property in either unit) properties, an additional incentive of up to \$15,000 total including Fee waiver may be included for an additional two (2) year commitment (7 years total) to long term rental (30 days or more) and a commitment to not use any structure on the Property (either the ADU or the principal structure) as a short-term rental.

Owner has reviewed and accepted the terms of this Agreement and has by his/her/its signature agreed to comply with this Agreement and to obtain authorization to develop an ADU on the Property without being required to pay the Fees and TCP and/or qualified for the additional incentive.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. The City agrees to pay as consideration for the Owner's commitments, and the Owner agrees that the consideration is adequate to support the making and enforcement of the Agreement.

2. AMOUNT OF PAID IMPACT FEES

The amount of Impact Fees to be waived pursuant to this Agreement, in total, equal \$_____ ("PAID Impact Fees") and/or _____ (additional Incentive, if applicable).

3. EXECUTION AND RECORDATION OF AGREEMENT

Before the City agrees to issue a planning clearance for the ADU without requiring Owner to pay Fees and the TCP, the Owner must execute and notarize this Agreement. Following Owner's execution and notarization of this Agreement, the City will promptly countersign and record the Agreement or a Memorandum of the Agreement at the City's option in the Mesa County, Colorado land title records. The recordation shall touch and concern the Property as described in Exhibit A and shall run with the land until released by the City.

4. The Agreement shall have a term of _____ years commencing on the date the City issues a certificate of occupancy for the ADU ("Commencement Date") and ending on the _____ anniversary of the Commencement Date, unless the Parties hereto mutually terminate the Agreement earlier as provided in Section 8 ("Term").

5. EARLY TERMINATION OF THIS AGREEMENT

Owner may terminate this Agreement at any time by providing a signed written termination notice to the City and pay a termination fee in the following amounts: (1) twenty percent (20%) of the Total Paid Impact Fees and/or additional incentive; plus, (2) an additional 20 percent (20%) of the Paid Impact Fees for each full or incomplete year left in the Term ("Termination Fee").

The following example illustrates the operation of the preceding paragraph where the paid Impact Fees total \$10,000, and Owner terminates the Agreement with two years left in the original five-year term. In this example, the Termination Fee would be \$6000. The \$6,000 is computed as follows: (1) \$2000 representing 20% of the Waived Impact Fees; and (2) \$4,000 representing: (i) 20% of the paid Impact Fees; multiplied by two full or incomplete years left on the original five-year term.

6. SALE OR TRANSFER OF TITLE

If the Property is voluntarily or involuntarily transferred or sold, the Owner must pay an early termination fee at time of transfer or sale closing or the successor to the Owner must execute and record to the City's satisfaction a new Covenant Agreement for the remaining years must be submitted for the new owner. In accordance with Code §§ the City has a right to be paid all Fees, the TCP and Extra Incentive disbursed, committed or paid by the City for or on behalf of the Owner for the ADU, together with all interest thereon and penalties for early termination/default of any condition of this Covenant Agreement. In the event of default, the value of all Fees, TCP, Additional Incentive, Termination Fee and Penalty, together with costs of collection, shall constitute a perpetual real estate lien equivalent to general property taxes.

7. DELIVERY OF OCCUPANCY CERTIFICATION FORMS AND LEASE MATERIALS TO CITY; ADDITIONAL REPORTS

(A) Within ten (10) calendar days of the date of having an initial occupant, the Owner shall provide the City (1) a fully executed long-term lease, and (2) the Occupancy Certification Forms executed by the Owner, along with any documentation provided in conjunction with the forms; and,

(B) Within ten (10) calendar days of an Annual Certification Date following an initial occupancy, the owner shall provide the City with the following (1) if a NEW lease for the ADU has been executed, a copy of that newly executed lease; and (2) the complete Occupancy Certification Forms executed by the Owner, along with any certification documentation provided in conjunction with those forms.

(C) The City shall keep the Occupancy Certification Forms in confidence to the extent permitted by law.

8. VIOLATIONS AND REMEDIES

(A) The Parties agree that each remedy allowed by this Agreement and the Code is a cumulative remedy and is not exclusive of any other remedy available pursuant to this Agreement, the Code or other legal authority.

(B) Owner agrees that: (1) a violation of this Agreement also constitutes both a permit violation and a Code violation for purposes of the Grand Junction Municipal Code; and (2) any violation of this Agreement may also be enforced through

the issuance of administrative citation(s) in accordance with the Grand Junction Municipal Code.

(C) For purposes of this paragraph an "Event of Default" occurs if the City notifies the Owner of a violation of this Agreement and the Owner does not fully cure the violation within ten (10) calendar days following the date of the notice, or if such a cure cannot be accomplished with diligent action within ten (10) days, within no more than sixty (60) days. If an Event of Default occurs, the City may provide written notice to the Owner that the City is terminating the Agreement and requiring the Owner to pay the City the full termination fee provided in Section ____, with a penalty of twenty percent (20%) of the paid Impact Fees ("Termination Fee and Penalty"). Until the Termination Fee and Penalty are fully paid, no use of the ADU may occur. Each day on which a use of the ADU is made, prior to payment of the Termination Fee and Penalty shall also constitute both a permit violation and a code violation.

9. ADDITIONAL TERMS

(A) The Owner shall not permit a household to occupy the ADU in a manner not compliant with Grand Junction or Mesa County zoning and development and/or building codes.

(B) The Owner shall assure that any occupancy of the ADU occurs in a manner that satisfies all applicable laws.

10. NOTICES

Any notices pursuant to this Agreement shall be in writing and sent (i) by an established express delivery service which maintains delivery records, (ii) by hand delivery, by United States Post first class mail, postage prepaid; or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

To City: City of Grand Junction
Attn: Housing Manager
250 N 5th Street
Grand Junction, Co. 81501

To Owner: _____

City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land and shall bind all successors in title to the property. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or any covenants or restrictions contained in this Agreement whether such covenants or restrictions are set forth in such contract, or deed.

(A) No waiver of any nature, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of such condition or of any breach, or a waiver of any other condition or breach of any other term of this Agreement.

(B) The following Exhibits are attached and incorporated herein by this reference:

- Exhibit A: Legal Description of Property
- Exhibit B: Occupancy Certification Form

“CITY”

City of Grand Junction

By: _____
Greg Caton, City Manager

“OWNER”

_____, _____
BY: _____

NOTE: A COLORADO ALL PURPOSE NOTARY ACKNOWLEDGEMENT MUST BE ATTACHED FOR ALL SIGNATURES ABOVE THIS LINE OF TEXT.

ATTEST:

Amy Phillips, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE City of Grand Junction
COUNTY OF, Mesa AND IS DESCRIBED AS FOLLOWS:

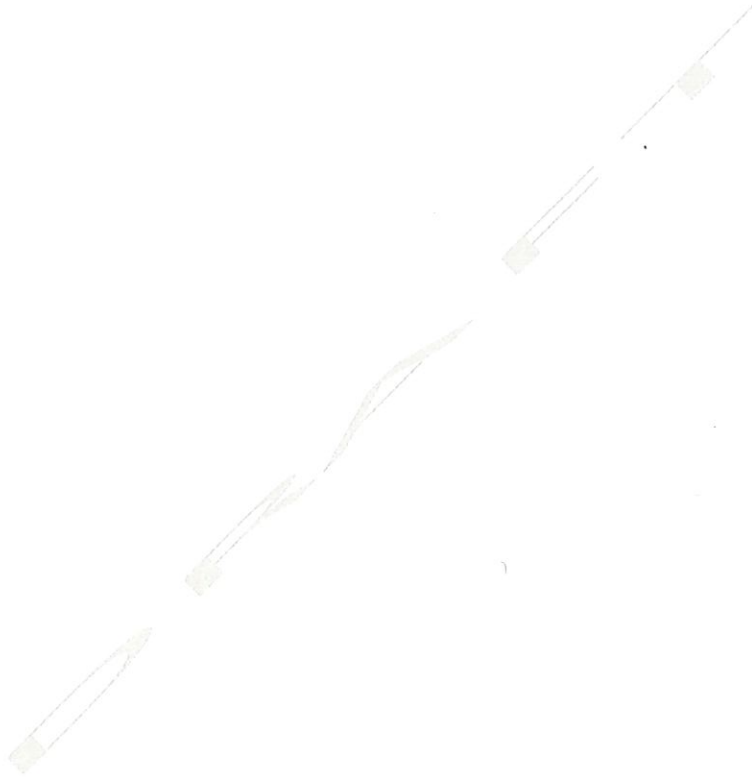




EXHIBIT B

OCCUPANCY CERTIFICATION FORM

ACCESSORY DWELLING UNIT

This form will need to be completed on an annual basis or within ten (10) days of occupancy of ADU/property for _____ years from the date of occupancy. For additional information regarding criteria or ADU Production Program, please contact the City of Grand Junction Housing Division at housing@gjcity.org or 970.256.4120.

Please Check the Appropriate Boxes:

- Initial Certification
Annual Recertification (Year) _____
New Tenant

ADU Address: _____

Number of Bedrooms in ADU: _____

Owner Name(s): _____

Owner Email Address: _____

Property Owner Phone #: _____

- Property owner lives on-site
Property owner lives off-site

ADU Tenant Name: _____

Household Size: _____ (number of people)

Tenant Email Address: _____

Lease Term: _____

- Please attach a copy of the tenant/landlord lease agreement

Submit all documents via mail or email to:

City of Grand Junction
c/o Housing Division
250 North 5th St
Grand Junction, CO 81501
housing@gjcity.org

I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 5136 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 1st day of March 2023 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 15th day of March 2023, at which Ordinance No. 5136 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 20th day of March 2023.



Deputy City Clerk

Published: March 03, 2023
Published: March 17, 2023
Effective: April 16, 2023

