To access the Agenda and Backup Materials electronically, go to the City of Grand Junction Website. To participate or watch the meeting virtually register for the GoToWebinar.

CITY COUNCIL AGENDA
WEDNESDAY, JULY 3, 2024
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming July as Parks and Recreation Month in the City of Grand Junction

Public Comments

Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, July 3, 2024 or 4) submitting comments online until noon on Wednesday, July 3, 2024 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

Interim City Manager Report

Boards and Commission Liaison Reports

CONSENT AGENDA

The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.

1. Approval of Minutes

a. Summary of the June 3, 2024 Workshop

b. Minutes of the June 5, 2024 Regular Meeting

c. Minutes of the June 11, 2024 Executive Session

d. Summary of the June 17, 2024 Workshop

2. Set Public Hearings

a. Quasi-judicial

i. Introduction of an Ordinance to Rezone a Total of 14.38 Acres from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) with 11.96 Acres of the Total Acreage Located at the Southwest Corner of Winters Avenue and Riverside Parkway Intersection Including 1441 Winters Avenue, the Parcel Abutting 1441 Winters Avenue on the East that is Bordered by Riverside Parkway on the East and the South, and the Parcel Abutting 1441 Winters Avenue on the South with the Southern Border Being the Riverside Parkway, and an Additional Parcel Containing 2.42 Acres of the Total Acreage at the Northwest Corner of the Winters Avenue and Riverside Parkway Intersection and Setting a Public Hearing for July 17, 2024

ii. Introduction of an Ordinance for a Comprehensive Plan Amendment for 6.56 Acres from Residential Low (2 to 5.5 du/ac) to Residential Medium (5.5 to 12 du/ac) for the American Lutheran Church property located at 631 26 ½ Road and Setting a Public Hearing for July 17, 2024

iii. Introduction of an Ordinance for a Rezone from Residential 1 Retired (R-1R) to RM-8 (Residential Medium - 8) for the American Lutheran Church Located at 631 26 ½ Road and Setting a Public Hearing for July 17, 2024

3. Agreements

a. Intergovernmental Agreement with the Mesa County Valley School District #51 for the 2022 Lincoln Park Stadium Renovation

b. FAA Airport Infrastructure Grant Agreement 3-08-0027-080-2024 and Co-Sponsorship Agreement between the Grand Junction Regional Airport Authority, Mesa County, and the City of Grand Junction

4. Resolutions

a. A Resolution Authorizing an Application to Great Outdoors Colorado (GOCO) to Fund the Outdoors Facilities Phase for the Community Recreation Center

5. Other Action Items

a. The Grand Valley River Corridor Initiative (RCI) Multi-Jurisdictional Letter of Support

REGULAR AGENDA

If any item is removed from the Consent Agenda by City Council, it will be considered here.

6. Resolutions

a. Resolution Ratifying the Interim City Manager's Actions in entering into a contract to Purchase Property at or near 2767 - 2773 C 1/2 Road Including Two Unaddressed Parcels and Authorizing the Interim City Manager to Execute all Necessary Documents to Complete the Purchase, Including but not Limited to a Life Estate Conveyance to Bennie Dick Skinner, Conservation and Trail Easement and a Funding Agreement with the State of Colorado

and

Resolution Authorizing the Interim City Manager to Execute an Intergovernmental Agreement with Mesa County Regarding the Funding for the Purchase of the Property at or near 2767- 2773 C1/2 Road Including Two Unaddressed Parcels in Grand Junction, Colorado, Including a Reimbursement Requirement to the County if the City Should Transfer the Property for Value For Other Than a Public Purpose

b. A Resolution Adopting a Sustainability and Adaptation Plan

c. A Resolution Creating a Production Incentive for Affordable Housing Units in the City of Grand Junction

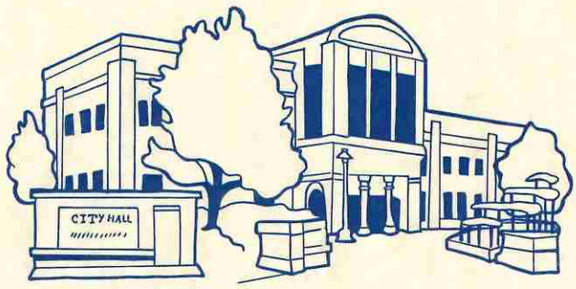
d. A Resolution Adopting the Unhoused Strategies and Implementation Plan

7. Non-Scheduled Comments

This is the opportunity for individuals to speak to City Council about items on tonight's agenda and time may be used to address City Council about items that were discussed at a previous City Council Workshop.

8. Other Business

9. Adjournment



City of Grand Junction, State of Colorado

Proclamation

Whereas, parks and recreation programs are an integral part of communities throughout this country, including the City of Grand Junction; and

Whereas, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all community members, and contributing to the economic and environmental well-being of a community and region; and

Whereas, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all community members; and

Whereas, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

Whereas, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas, the U.S. House of Representatives has designated July as Parks and Recreation Month.

NOW, THEREFORE, I, Abram Herman, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of July 2024 as

"Parks and Recreation Month"

in the City of Grand Junction and call upon all community members to recognize and promote parks and recreation in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 3rd day of July, 2024.

Mayor

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
June 3, 2024

Meeting Convened: 5:30 p.m. The meeting was held in person at the Fire Department Training Room, 625 Ute Avenue, and live streamed via GoToWebinar.

City Councilmembers Present: Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Anna Stout, Mayor Pro Tem Randall Reitz and Mayor Abram Herman.

Staff present: Interim City Manager Andrea Phillips, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Sustainability Coordinator Jenny Nitzky, Engineering and Transportation Director Trent Prall, Community Development Director Tamra Allen, Housing Manager, Finance Director Jennifer Tomaszewski, City Clerk Selestina Sandoval, and Deputy City Clerk Krystle Koehler.

1. Discussion Topics

a. Sustainability and Adaptation Plan

Staff have been working with consultants Design Workshop and Spirit Environmental to develop a Sustainability and Adaptation Plan for the City since May 2023. This plan is being developed in alignment with the One Grand Junction Comprehensive Plan and City Council's Strategic Outcome, Resource Stewardship. Staff and consultants will present the draft plan and will seek Council's feedback before the plan is considered for adoption. Staff and consultants will also present an overview of the public comment period and changes made since the Council last saw the draft.

Sustainability Coordinator Jennifer Nitzky and consultant Alison Cotey's presentation included discussion on the following:

Community Engagement:

- Extensive community involvement through surveys, public comment periods, open houses, and direct outreach to local organizations.
- Focus on inclusivity, including traditionally underrepresented groups and youth.

Focus Areas of the Plan:

- **Built Environment:** Focus on sustainable community design, including transportation networks and local food production.
- **Climate Resilience:** Strategies for adapting to environmental changes, including heat response planning and vulnerability assessments.
- **Energy Stewardship:** Emphasis on reducing energy consumption and transitioning to clean energy sources.
- **Waste Management:** Plans for systematic waste disposal and promoting recycling, including composting initiatives.
- **Water Conservation:** Strategies to enhance water efficiency and reduce consumption in a semi-arid climate.

- **City Leadership:** Establishment of a sustainability advisory board to oversee and prioritize sustainability actions.

Public Comment and Feedback:

- Themes from public feedback included clean energy, water conservation, integration of natural and built environments, and accessibility of sustainable practices.
- Document revisions included expanding equity considerations, refining energy stewardship language, and adjusting strategies in response to community input.

b. Impact Fee Study Project Update

The City's Municipal Code requires the City to update its impact fee study once every five years. The City's last fee study for transportation, police, fire, parks, and municipal facilities was completed in 2019. The City has contracted with TischlerBise to update its fee study and create a nexus study for an affordable housing linkage fee. Representatives from TischlerBise presented information about impact fees and the related process and timeline for completing these fee studies.

Community Development Director Tamra Allen, and Carson Bise and Julie Herlands of TischlerBise presented this item and the key points included:

- **Background on Previous Fees**: The city last updated its impact fees in 2019 based on a nexus study. Some fee categories, like police, fire, and municipal facilities, were adopted, while others were not.
- **Review Requirement**: The city mandates a review of impact fees every five years, leading to the current study to assess and potentially update fee categories.
- **Consultants' Expertise**: TischlerBise specializes in impact fees and infrastructure financing strategies, having worked extensively across various states, including Colorado.
- **Impact Fee Basics**: Impact fees are one-time payments imposed on new developments to fund growth-related infrastructure, ensuring that new growth pays its fair share of the cost.
- **Legal Requirements**: Impact fees must demonstrate nexus (connection to growth), proportionality (fair distribution among land uses), and benefit (direct benefit to new development).
- **Colorado Specifics**: Colorado law provides flexibility in determining which infrastructure categories impact fees can cover, requiring infrastructure to have a useful life of at least five years.
- **Calculation Methods**: Impact fees can be calculated based on past, present, or future infrastructure needs, ensuring that fees reflect current and future service levels.
- **Misconceptions Addressed**: They clarified misconceptions such as impact fees being a tax (they are not), and the perception that impact fees cover 100% of new infrastructure costs (they typically do not).
- **Fee Structure Recommendations**: TischlerBise recommended adjusting fees based on the size of residential units to better reflect their impact on infrastructure demand, promoting fairness and aligning with demographic data.
- **Study Process**: The current phase involves data collection, stakeholder meetings, and defining demand indicators for different land uses over the next 10-20 years. They will later present fee calculation options to the council for feedback.
- **Next Steps**: They plan to continue data collection, stakeholder outreach, and refine fee calculations before moving to the adoption process.

c. Streetlight Municipalization

Streetlight municipalization refers to the City taking ownership of the streetlights from the power utilities. For many years, the City has been interested in converting the Xcel and GVP streetlight systems to LED luminaires for energy savings, cost savings, reduced maintenance, better visual acuity, and the ability to monitor and control them remotely. The City recently commissioned a consultant-prepared feasibility study. The workshop will discuss the feasibility study findings as well as the next steps if the decision is to move forward with municipalization.

Engineering and Transportation Director Trent Prall and RTE Energy Solutions Vice President Paul Vesel and Director of Operations Alexis Asselin Lauzon presented this item. The key points were as follows:

Financial Considerations:

- Cost Savings: Transitioning to municipal ownership is expected to yield significant savings, with operational costs projected to decrease from $1.6 million annually to approximately $351,000.
- Investment and Savings: Despite an initial investment estimated at $11.5 million, the potential savings over a 20-year period are substantial, estimated between $25 to $34 million, depending on financing options.

Liabilities and Risks:

- Infrastructure Buyback: Excel is legally required to sell the infrastructure due to regulatory mandates. The cost per pole for the transfer is set at approximately $720.
- Maintenance and Liability: While LED technology generally has low failure rates (0.1% to 0.3% per annum), the city would need to consider ongoing maintenance costs and potential liabilities such as pole knockdowns, typically covered by insurance.

Operational and Environmental Benefits:

- Smart Controls and Efficiency: Municipal ownership allows for the implementation of smart controls, potentially reducing energy consumption and operational costs.
- Environmental Impact: Switching to LED lighting is expected to significantly reduce greenhouse gas emissions by approximately 56,000 metric tons over the infrastructure's lifetime.

Regulatory and Financial Planning:

- Public Utilities Commission (PUC): Excel and other utilities are regulated by the PUC, ensuring that the process of infrastructure transfer is governed by established rules and rates.
- Financial Mechanisms: Options discussed include financing through Certificates of Participation (COPs), which are backed by the asset (street lights) and subject to annual appropriation for lease payments.

Next Steps:

- The immediate next step proposed is a $350,000 separation study with Excel to evaluate the infrastructure's transfer logistics.
- Future decisions may involve further financial planning, including considerations for COPs or other financing methods, potentially subject to voter approval.

d. Budget Policy Development and Preliminary 2025 Budget Considerations

Staff is working towards development of a Budget Policy, which is recognized by the Government Finance Officers Association (GFOA) as a best practice for municipalities, as it establishes principles and strategies for budget planning and monitoring. As staff begins development of this policy, staff discussed the purpose of this policy, as well as major elements with City Council in order to gather feedback.

In addition, as staff begin the 2025 budget preparation processes, staff shared some of the early considerations going into the 2025 budget season.

This item was presented by Interim City Manager Andrea Phillips and included the following key points:

- **Budget Policy Development**: Planning to establish a budget policy aligning with GFOA best practices to set principles, timelines, roles, responsibilities, and guidelines for budget amendments and reporting.
- **Revenue Considerations**: Projecting revenues cautiously, with emphasis on sales tax, property tax, and potential impacts like exempting sales tax on secondhand goods and cannabis tax revenues.
- **Expenditure Prioritization**: Prioritizing expenditures based on community needs and strategic goals, focusing on housing initiatives, economic development projects, public safety staffing, and infrastructure needs.
- **Labor and HR Challenges**: Addressing labor cost concerns, particularly in public safety, with discussions on salary adjustments and staffing levels to mitigate recruitment and retention challenges.
- **Community Engagement**: Planning for community budget discussions, stakeholder engagement, and public presentations to gather feedback and ensure transparency throughout the budget process.
- **Financial Challenges**: Managing challenges such as escalating capital costs, increased service demands, potential impacts of collective bargaining, and rising insurance and contract costs.
- **Nonprofit Funding**: Managing high demand for nonprofit funding, exceeding available resources, with discussions on economic indicators, inflation, and borrowing costs influencing budget planning.

2. City Council Communication

City Manager Search Dates:
- Proposed dates for the city manager search interviews were discussed.
- Discussion is focused on possibly shifting the final interview date to after August 30th to accommodate everyone's schedules, with considerations for travel and prior commitments.

IGA from the County:
- John sent an email regarding an Intergovernmental Agreement (IGA) from the county concerning a 29-Road Interchange.

- There's ongoing discussion and potential revisions needed, clarified in a recent email, to be reviewed before the next meeting.

Orchard Mesa (OM) Pool Discussion:
- Mayor Herman shared communication attempts regarding the OM Pool with Mesa County Valley School District 51 and asked this item be placed on the next City Council regular meeting agenda to discuss possible next steps.

Interviews for Vacancies:
- Interviews are scheduled for a vacancy on the Grand Junction Housing Authority (GJHA) and two vacancies on the Planning Commission, with applications due by June 30th.
- Mayor Herman and Councilmember Stout agreed to conduct the Planning Commission interviews and Mayor Pro Tem Reitz and Councilmember Stout will conduct the GJHA Interviews.

Future Workshop Topics and Miscellaneous:
- Future workshop topics and scheduling were briefly discussed, with plans set for upcoming sessions.
- Additional memos and emails concerning Catholic Outreach's concerns were noted for review.

3. Adjournment

There being no further business, the Workshop adjourned at 9:55 p.m.

Grand Junction City Council

Minutes of the Regular Meeting

June 5, 2024

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 5th day of June 2024 at 5:30 p.m. Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Anna Stout, Council President Pro Tem Randall Reitz, and Council President Abram Herman.

Also present were Interim City Manager Andrea Phillips, City Attorney John Shaver, General Services Director Jay Valentine, Transportation and Engineering Director Trenton Prall, Housing Specialist Lindy Hodges, Finance Director Jennifer Tomaszewski, Police Chief Matt Smith, Deputy Fire Chief Gus Hendricks, City Clerk Selestina Sandoval, and Deputy City Clerk Krystle Koehler.

Council President Herman called the meeting to order. Stout Student Naimiya (no last name given) led the Pledge of Allegiance, followed by a moment of silence.

Proclamation

Proclaiming June as Immigrant Heritage Month

Councilmember Stout read the proclamation; Ricardo Perez Executive Director for the Hispanic Affairs Project and Consuelo Morgan accepted the proclamation.

Proclaiming June 5, 2024 as the 50th Anniversary of the Grand Junction Housing Authority

Council President Pro Tem Reitz read the proclamation; Jody Kole Executive Director of Grand Junction Housing Authority accepted the proclamation.

Proclaiming June as National Homeownership Month

Councilmember Kennedy read the proclamation; Emilee Powell Executive Director of Housing Resources and Thomas Barkoczy President of Grand Junction Area Realtor Association accepted the proclamation.

Proclaiming June 19, 2024 as Juneteenth

Councilmember Stout read the proclamation; David Combs President of Black Citizens and Friends accepted the proclamation.

Appointments

To the Planning Commission

Councilmember Nguyen moved, and Councilmember Stout seconded to appoint Orin Zyvan to a partial term expiring October 31, 2024. Motion carried by unanimous voice vote.

To the Visit Grand Junction

Councilmember Stout moved, and Council President Pro Tem Reitz seconded to appoint Julie Shafer to a partial term expiring December 31, 2024. Motion carried by unanimous voice vote.

Public Comments

Rickie Howie thanked the city and the arborists for attending to the trees in the Downtown area.

Cambron Giggles shared her concern on Fentanyl use and thanked the Police Department.

Scott Anker expressed his concern of speeding traffic on North Avenue.

Cordell Edwards, Tasha Edwards, Dawn Wilkie, Donald Hackley, Karen Hackley, Kim Combs, David Blinn, Robert Scribner, Alexander Lyon, Mercedes Borman, Connie Miracle, Rhonda Bates, Sandra Geer, Mariann Taigman, Carol Rathbun, Leighann Sutton, Frances Lucero, Cathy Wuchter, Noah Bradshaw, Susan Bisnett, Ian Hamilton, Rocky, Diane Schwenke, Julie Dorsey, Susan McGoffin, Randi Bergin, and Gary Houshla all spoke in support of the Orchard Mesa Pool.

Council took a break at 6:55 pm and resumed at 7:07 pm.

Interim City Manager Report

Interim City Manager Phillips shared that on June 13 from 4-6 pm the City will host Make a Splash at Get to Know Your City down at the Butterly Pond at Las Colonias.

Boards and Commission Liaison Reports

Councilmember Stout shared the Colorado Municipal League conference is on June 18 - June 21. The new laws going into effect will be discussed.

Council President Pro Tem Reitz had updates about the Grand Junction Housing Authority.

Councilmember Beilfuss shared updates on the Business Incubator Center, and the Commission Arts and Culture.

Council President Herman shared he will be attending the Colorado Municipal League conference and visiting Denver to tour the sanctioned camping sites. He shared updated highlights from the Rides and Vibes event that happened in May 2024.

CONSENT AGENDA

1. Approval of Minutes

a. Summary of the May 13, 2024 Workshop

b. Minutes of the May 15, 2024 Regular Meeting

2. Set Public Hearings

a. Legislative

i. Introduction of an Ordinance Extending the Period During Which the Grand Junction, Colorado Downtown Development Authority (DDA) May Collect and Allocate a Sales and Property Tax Increment to Fund the Capital and Operations of the DDA as Provided By Law and Setting a Public Hearing for July 3, 2024

3. Agreements

a. A Resolution Authorizing and Ratifying a Contract for the Purchase of a Portion of Property Identified as 651 25 Road for the F 1/2 Parkway Project - Phase 2

b. A Resolution Authorizing and Ratifying a Contract for the Purchase of a Portion of Property Identified as 649 25 Road for the F 1/2 Parkway Project - Phase 2

4. Procurements

a. Authorization for As-Needed Contract for Sewer Improvement Districts – **Moved to Regular Agenda**

b. 4th-5th Street Improvements Project - Pilot Phase – **Moved to Regular Agenda**

c. Approval of a Contract with Unison Solutions, Inc. for BioCNG Media

5. Resolutions

a. A Resolution Renaming S. Grandeur Court to 28 1/2 Road

b. A Resolution Renaming a Portion of G 1/4 Road to Garden Road (SNC-2024-288)

c. A Resolution Authorizing the Interim City Manager to Submit a Grant Application to the U.S. Department of Transportation's Active Transportation Infrastructure Investment Program (ATIIP) for the Downtown to Dos Rios Pedestrian/Bicycle Bridge over Union Pacific Railroad and Riverside Parkway

d. A Resolution Issuing a Revocable Permit within the Riverside Parkway Right-of-Way and 0.02 Acres of Lot 11, Riverside Subdivision, Same as Recorded at Reception #18317 for Storm Drain Infrastructure

Councilmember Kennedy moved, and Councilmember Simpson seconded to adopt Consent Agenda Items #1- #5, excluding items 4.a. and 4.b. Motion carried by unanimous voice vote.

Regular Agenda

Authorization for As-Needed Contract for Sewer Improvement Districts

The purpose of this contract is for professional civil engineering services for Sewer Improvement Districts Survey and Design on an as-needed basis. The contract includes three additional one-year renewal options. This request is for approval of the new contract with an anticipated spending level of up to $160,000 for 2024 and $200,000 for each additional year, upon yearly renewal, through 2027.

General Services Director Jay Valentine was available for questions.

Conversation ensued regarding the reasoning for the multi-year commitment for services through 2027.

Councilmember Stout moved, and Councilmember Nguyen seconded to authorize the as needed contract for Sewer Improvement Districts. Motion carried by voice vote 6-1 with Councilmember Simpson voting No.

4th-5th Street Improvements Project - Pilot Phase

This project includes the pilot installation of a one-lane, one-way configuration - including parallel parking and a buffered bike lane on the right sides of both 4th and 5th Streets between Ute Avenue and North Avenue. It also includes a permanent roadway widening to include bike lanes on a section of 5th Street between Belford Avenue and North Avenue. Additionally, it includes the permanent conversion of Belford Avenue between 4th Street and 5th Street to a conventional two-way street. All construction work and services will be performed under a contract with M.A. Concrete Construction, with the exception of striping, thermoplastic, and plastic delineator installation, which will be performed by City crews. The construction contract and City incurred material costs will be funded by the $1.2 million budgeted within the 3/4 sales tax capital improvement fund.

Transportation and Engineering Director Trenton Prall was available for questions.

Conversation ensued regarding the bid that was submitted being higher than what was budgeted, because they would have to contract a company out of the front range for the striping, thermoplastic and plastic delineator installation. Mr. Prall explained that is a function the City performs daily, and breaking out that piece of the project allowed the City to complete the project within budgeted funds.

Council President Pro Tem Reitz moved, and Councilmember Nguyen seconded to authorize the contract for the 4th – 5th Street Improvements Project. Motion carried by unanimous voice vote.

Funding Allocations for the 2024 Community Development Block Grant (CDBG) Program, and Setting a Public Hearing for Adoption of the 2024 Annual Action Plan for July 17, 2024

It is a function of the City Council to consider which activities to fund for the Community Development Block Grant (CDBG) 2024 Program Year. The City will receive $398,577 for the 2024 Program Year that will begin once the 2024 Annual Action Plan has been completed and funds have been released by the Department of Housing and Urban Development (HUD). In addition, unexpended funds from a previous program year in the amount of $80,559 will be reallocated with the 2024 Program Year funds, bringing the 2024 total to $479,136.

Housing Specialist Lindy Hodges presented this item.

Conversation included Westlake Park and whether the Grand Valley Irrigation canal is underground.

The public comment period opened at 7:40 pm.

There were no public comments.

The public comment period closed at 7:40 pm.

Councilmember Nguyen moved, and Councilmember Kennedy seconded to approve the proposed funding requests and set a public hearing for adoption of the 2024 Annual Action Plan for July 17, 2024. Motion carried by unanimous voice vote.

An Ordinance Making Supplemental Appropriations to the 2024 Budget of the City of Grand Junction, Colorado for the Year Beginning January 1, 2024 and Ending December 31, 2024

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line-item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to re-appropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures. This supplemental appropriation is predominantly for the carry-forward of capital projects. New spending authorization is required to spend grant funding and other outside revenues not anticipated in the original 2024 budget and new expenditures authorized by City Council actions, as well as some unexpected project cost increases.

Finance Director Jennifer Tomaszewski presented this item.

Conversation ensued regarding the TCP fund, some members of council wanting the draft from the audit report and accessing financial statements.

The public hearing opened at 8:09 pm.

There were no public comments.

The public hearing closed at 8:09 pm.

Councilmember Stout moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5222, an ordinance making supplemental appropriations to the 2024 Budget of the City of Grand Junction, Colorado for the year beginning January 1 2024, and ending December 31, 2024 and ordered publication in pamphlet form. Motion carried by roll call vote 6-1, with Councilmember Simpson voting No.

A Resolution Creating a Production Incentive for Affordable Housing Units in the City of Grand Junction

This item was continued to July 3, 2024.

Non-Scheduled Comments

There was none.

Other Business

Orchard Mesa Pool Discussion

At the June 3rd workshop, Council directed staff to add this item to the Council meeting agenda to allow for Council discussion.

City Council used this time to update the community on the communication efforts with Mesa County Valley School District. The School District has given the City the option of taking ownership of the Orchard Mesa Pool Property or they will proceed with the demolition of the building. Council discussed a path forward with its partners and the property.

Council took a break at 9:12 pm and resumed at 9:24 pm.

Mid-Year Adjustment for Public Safety Staffing and Salaries

This item came before Council based on direction at the June 3 Workshop. As background, the City has established Public Safety as a key priority in enhancing the quality of life for our community. The One Grand Junction Comprehensive Plan (2021) underscores this in Plan Principle 10: Safe, Health, and Inclusive Community, which highlights the necessity of supporting public safety services, including fire, police, and emergency medical services. Additionally, the Council Strategic Plan Framework for 2024-2026 identifies the “Safe and Healthy” Strategic Outcome, further emphasizing our commitment to these critical services. Our Police Department is currently facing significant challenges in recruitment and retention. The primary issue for the Police Department is retaining current officers and attracting lateral officers (those already trained and POST certified) due to our current pay structure. Similarly, the Fire Department is experiencing difficulties attracting and retaining both entry-level and lateral firefighters, as well as firefighter paramedics, largely due to compensation concerns. Additionally, the 911 Communications Center is dealing with critical staffing shortages; however, specific considerations surrounding pay were not included at this time and will be addressed in future conversations with Council.

Interim City Manager Andrea Phillips, Human Resources Director Shelley Caskey, Police Chief Matt Smith and Deputy Fire Chief Gus Hendricks presented this item.

Conversation included that this is necessary and appropriate, how the mid-year change would affect next year’s budget process, and that this has been authorized from a budgetary standpoint.

Adjournment

The meeting adjourned at 9:58 pm.

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Selestina Sandoval, CMC

City Clerk

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE SPECIAL MEETING

City Hall Administration Conference Room

June 11, 2023

Call to Order

Council President Herman called the Special Meeting of the Grand Junction City Council to order at 4:38 p.m. on the 11th day of June 2024.

Those present were Councilmembers Scott Beilfuss, Cody Kennedy (via phone), Jason Nguyen, Dennis Simpson, Anna Stout, Council President Pro Tem Randall Reitz and Council President Abram Herman.

Also present was City Attorney John Shaver.

Executive Session

Council President Pro Tem Reitz moved and Councilmember Stout seconded to convene into ***EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS UNDER AND PURSUANT TO SECTION 24-6-402(4)(f)(I) C.R.S. OF THE OPEN MEETINGS LAW RELATIVE TO A CITY COUNCIL EMPLOYEE, SPECIFICALLY THE CITY ATTORNEY. THE CITY ATTORNEY HAS NOT REQUESTED DISCUSSION IN OPEN SESSION.***

It was a unanimous vote to convene into Executive Session for the purpose stated.

Upon completion of the Executive Session, Councilmember Nguyen moved, and Councilmember Stout seconded to return to open session in the City Hall Administration Conference Room. The motion passed 7-0.

Council President Herman reconvened the Special Meeting at 5:13 p.m.

Adjournment

There being no further business the meeting adjourned at 5:13 p.m.

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Selestina Sandoval

City Clerk

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
June 17, 2024

Meeting Convened: 5:34 p.m. The meeting was held in person at the Fire Department Training Room, 625 Ute Avenue, and live streamed via GoToWebinar.

City Councilmembers Present: Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Anna Stout, Mayor Pro Tem Randall Reitz and Mayor Abe Herman (virtual).

Staff present: Interim City Manager Andrea Phillips, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Principal Planner David Thornton, Engineering and Transportation Director Trenton Prall, Housing Manager Ashley Chambers, Senior Planner Timothy Lehrbach, Community Development Director Tamra Allen, and City Clerk Selestina Sandoval.

1. Discussion Topics

a. The Grand Valley River Corridor Initiative (RCI) Multi-Jurisdictional Letter of Support

The Grand Valley River Corridor Initiative (RCI) is a community-driven initiative focused on supporting and maintaining a healthy river corridor and the associated needs, uses, and values for generations to come. The RCI was formed in 2020 to address the acute need for enhanced coordination, planning, and collaboration on river corridor-related activities. A Core Team leads it with representatives from RiversEdge West, Colorado Mesa University, and American Rivers. OV Consulting was contracted to provide necessary river system support and move the process forward by coordinating with local municipalities and stakeholders.

The RCI Core Team hosted three multi-jurisdictional planning workshops in Grand Junction on November 7, 2023, February 6, 2024, and May 8, 2024, to convene planners and professionals from Mesa County, Fruita, Grand Junction, and Palisade to discuss the future of the Grand Valley River Corridor, craft a shared vision for the River Corridor, and discuss planning strategies to support the development of an inter-jurisdictional River Corridor planning framework.

Representatives from all four jurisdictions agreed that a joint resolution should serve as an agreement to plan collaboratively along the Grand Valley River Corridor and to move forward with a multi-jurisdictional River Master Plan.

This item was presented by Rusty Lloyd and Beth Vogelsang, who represent the Grand Valley River Corridor Initiative (RCI). The initiative is a collaborative effort involving multiple jurisdictions and agencies to manage the Colorado River as it passes through the Grand Valley. The RCI aims to engage stakeholders, foster collaboration, and lead informed decision-making for the river corridor. They have 27 stakeholders who meet quarterly. Their recent work includes obtaining funding and working on four key tasks: project management, facilitation and outreach, a riparian and floodplain health assessment, flow conditions work, and a planning framework.

The presentation detailed the planning framework process, which began in November and involved three workshops. The process aimed to develop a coordinated vision for the river, explore planning and management strategies, and establish an agreed-upon planning framework. The outcome was

a shared vision emphasizing a resilient, vibrant, and healthy river corridor that supports agriculture, habitat, wildlife, recreation, economic growth, and sustainable development.

Beth outlined various planning approaches and examples from other cities, such as Colorado Springs, Boise, and Denver, highlighting different strategies for river management. The preferred approach for the Grand Valley is to develop a master plan for the river corridor. The presentation concluded with a call for support from jurisdictions to work collaboratively on the master plan and seek additional funding.

b. Alley Improvement Districts

This is a follow-up discussion to the April 1, 2024 Council Workshop. Alley Improvement Districts are a partnership between a block of neighbors and the City to pave alleys throughout the City. The process of bringing a district to fruition is very cumbersome, with ordinances to form the district, award construction contracts, assess the costs to adjacent property owners, and then collect assessments over the next 10 years. A staff-prepared review of the program will be provided for the Council to consider whether to:

Engineering and Transportation Director Trent Prall presented this item, and the key points are as follows:

- Currently, single-family residences pay 15% of the costs, multi-family 25%, and non-residential 50%. This results in single-family homes paying 15 cents per dollar. The city used to complete about four alleys per year, involving significant staff time.
- From 1988, 130 out of 280 alleys were completed, with many still pending. Recent projects have an average cost of $400 per linear foot, translating to $60,000 per alley. There are 145 alleys remaining, costing between $32 and $36 million.
- Residential rates for improvements average $1,500 per lot, with multi-family between $2,500 and $5,000. The process involves petitions, design, contracting, and final cost assessments, amortized over 10 years with interest.
- Options discussed included continuing with the status quo, decreasing participation rates, having the city cover costs entirely, eliminating residential partnership but keeping commercial ones, and addressing equity concerns in low-income areas.
- Self-performance could reduce costs to $40,000 per alley, with materials costing around $100,000 per alley. The city could complete one alley per year with this approach.
- Discussions emphasized balancing these projects against other city priorities and exploring funding within the upcoming budget. Maintaining alleys costs staff time, with significant maintenance required for certain areas.
- Council expressed varying opinions on funding and self-performing the alley improvements. Some favored city funding, citing equity and administrative efficiency, while others emphasized prioritizing other projects. The discussion will continue as part of the budget process.

c. Housing Strategy Update

The city's first housing strategy was adopted in October 2021 with 12 initial strategies, later adding a 13th for public outreach. The strategy is three years old, necessitating an update due to evolving trends and demographic information. Council had previously discussed affordable housing strategies in a March workshop, prompting an accelerated strategy refresh.

This item was presented by Mollie Fitzpatrick, Managing Director of Root Policy and provided an update on Grand Junction's housing strategy, highlighting the evolution since its initial adoption in October 2021.

Key points include:

Recent Trends and Market Analysis

- **Renter Incomes and Affordability**: Renter incomes have increased at a similar pace to rents, but there's uncertainty about the continuation of this trend. Vacancy rates remain very low, indicating a tight market.
- **Rental Market Shifts**: Significant reduction in rental units priced below $800 per month, and increases in units priced at $1,500 or more.
- **Home Prices**: Home prices have stabilized, but higher interest rates have reduced purchasing power, particularly affecting first-time buyers. Cash purchases have slightly increased, indicating a presence of investors.
- **Gaps Analysis**:
    - **Rental Market**: There's an estimated shortage of 1,200 affordable rental units for households earning below $25,000 annually.
    - **Homeownership**: An increasing affordability gap is affecting households earning up to $75,000 due to rising home prices and interest rates.

Key Findings from Demographic and Market Trends

- Median renter incomes have risen, but future trends are uncertain.
- The biggest shortage of rental units remains in the lowest income brackets.
- Home prices continue to rise, affecting the affordability for prospective first-time buyers.
- Investor activity is slightly increasing, which could crowd out entry-level buyers.
- Special needs populations and diverse housing options remain crucial areas for support.

Updated Needs and Strategic Directions

- **2024 Housing Needs**: Continuation of the need for affordable rentals, starter homes, and diverse housing options.
- **Strategic Refresh**:
    - **Strategies**: Regional collaboration, setting affordability goals, land use changes, incentives, use of city-owned land, dedicated funding, support for housing services, acquisition and rehab of affordable housing, consideration of inclusionary policies, urban renewal, rental registry, and community engagement.
    - **Unhoused Strategies**: Enhancing coordinated entry, flexible housing funds, prevention and housing navigation, basic needs and hygiene access, mental health and substance use treatment, accessibility and transportation services, and increasing non-market housing options.

Discussion Points

- The session concluded with a call for council feedback on moving forward with the housing strategy update, ensuring that the refreshed strategy aligns with council priorities and addresses identified needs effectively.

d. Neighborhood, Subarea, and Corridor Plans and Overlays

Over the past several decades, the City, and some instances, in partnership with Mesa County, has completed several neighborhoods, subarea, and corridor (collectively, “subarea(s)” hereafter) planning efforts. The results of the work were to adopt either a plan for the subarea as an element of the Comprehensive Plan or a zoning overlay for the subarea, or in some cases, both a plan and a zoning overlay.

Plan Principle 5 of the Comprehensive Plan provides for “Strong Neighborhoods and Housing Choices.” Goal 3 of Plan Principle 5 states “Support continued investment in and ongoing maintenance of infrastructure and amenities in established neighborhoods.” Strategy e. of this goal gives direction to “Update Neighborhood and Subarea Plans.” Whereas the subarea plans were adopted under previous growth plans or comprehensive plans, any review of or updates to such plans must be undertaken within the context of the One Grand Junction Comprehensive Plan, which elevates to a citywide vision many of the same principles that motivated the subarea plans.

This discussion concerns the first round of efforts to implement this strategy, studying whether the policies and guidance adopted in the subarea plans have since been adequately addressed (under a broad scope to achieve citywide effect or specifically pertaining to one or more subareas) in the Comprehensive Plan. The analysis resulted in a recommendation to relocate elements of the Orchard Mesa Neighborhood Plan, Pear Park Neighborhood Plan, and Redlands Area Plan into the Comprehensive Plan, either into the primary document or the Grand Junction Circulation Plan, and to retire the remaining components of the subarea plans.

Senior Planner Tim Lehrbach and Principal Planner Dave Thornton presented this item and focused on the following items:

- **Review Process**:
    - Staff began by creating a review matrix for each sub-area plan, analyzing policies to identify redundancies, obsolescence, and alignment with the comprehensive plan.
    - The focus was on eliminating contradictions between sub-area plans and the comprehensive plan, streamlining policy understanding, and preserving necessary content for ongoing implementation.

- **Findings and Recommendations**:
    - For the Orchard Mesa, Pear Park, and Redlands neighborhood plans reviewed in the initial phase, staff found that most policies either had been accomplished or were already integrated into the 2020 Comprehensive Plan.
    - Minor amendments to the comprehensive plan were proposed to account for any remaining relevant content from these neighborhood plans.
    - Recommendations included retiring the Orchard-Mesa, Pear Park, and Redlands plans, with proposed amendments to clarify references and preserve essential maps and policies within the comprehensive plan's appendices.

- **Next Steps**:

    - Pending feedback from the City Council, the Planning Commission would consider recommending an amendment package to relocate text and maps as proposed and retire the neighborhood plans.
    - Future phases will review additional sub-area plans to determine their relevance and alignment with the comprehensive plan, with considerations for updating or retiring them accordingly.

- **Discussion and Feedback**:

    - Councilmembers discussed the complexity of administering outdated plans, the need for clarity in development guidelines, and the potential role of economic development partners in assisting with plan navigation.
    - Overall, the council expressed support for the methodical review process and anticipated the Planning Commission's upcoming recommendation on retiring the initial set of sub-area plans.

e. Undergrounding Existing Overhead Utility Lines - Draft Code Changes

The Zoning and Development Code requires that all new utility lines be undergrounded and that any existing overhead utilities be installed underground except when the development has less than 700 feet of frontage, in which case the director can accept cash payment in lieu. The burden of undergrounding an overhead utility line is borne fully by the property owner on which the power poles have been installed, and it is generally perceived by the development industry that the requirement to underground along frontages less than 700 feet puts an unfair burden on development that happens to have overhead utilities along the property frontage. For development with frontage less than 700 feet, with the option to pay the in-lieu fee, the rate was established in 2005 and is set at $25.65 per linear foot. The actual estimated average cost for undergrounding utilities is approximately $300 per linear foot.

In 2018, participants in the City's ad hoc Development Roundtable identified the issue of existing overhead utility undergrounding requirements as a development challenge to staff. Subsequently, in 2018, staff discussed several options for addressing the issue with the City Council and received direction to continue working with industry representatives. Over the course of the past five years, staff have worked intermittently with the roundtable to identify an approach that would address the community's needs. Discussion continued on this topic until as recently as June 2022, when the Code Committee took up this issue as a part of the Zoning and Development Code update. As expected, the Code Committee recommended the requirement be removed from the Code. This recommendation was supported during the review and recommendation process by the Planning Commission. At that time, Community Development staff also supported the removal of the code requirement while the consultant team (Clarion Associates) recommended "maintaining the current undergrounding requirement while pursuing a policy discussion at the City Council level to determine whether City participation in the undergrounding costs for some projects would provide an overall benefit to the community." Ultimately, the City Council's adopted code update maintained the requirement to underground existing overhead utility lines. Staff was directed to bring the topic of utility undergrounding to a City Council workshop for additional policy discussion and direction in early 2024. A workshop was held on February 5, 2024, to discuss the topic, and the Council asked that staff reach back out to industry representatives through the Development Roundtable to seek

additional input.

Staff met with the Roundtable group in March and again in April to discuss options, and the Roundtable group reiterated its lack of support for the continuation of this code requirement. City Council held a workshop on April 15 and provided direction to staff to draft revised code sections that provide an option for developers to underground or to pay an in-lieu fee as well as to increase to in-lieu fee to $150 per lineal foot for any development that opted to pay the fee instead of underground existing overhead utilities. In addition, the draft revisions allow for a developer to request a distribution from the Undergrounding Fund of up to 50 percent of the actual cost (without markup for Overhead and Profit) to the developer of materials and labor to underground those utilities.

The next steps involve drafting amendments for review by the Planning Commission and subsequent Council consideration, potentially modifying Title 21 zoning regulations.

2. City Council Communication

Mayor Pro Tem Reitz summarized upcoming workshop topics.

Mayor Herman gave an update on communications with Mesa County Valley School District 51 regarding Orchard Mesa Pool.

3. Adjournment

There being no further business, the Workshop adjourned at 8:28 p.m.

Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: July 3, 2024

Presented By: Thomas Lloyd, Senior Planner

Department: Community Development

Submitted By: Thomas Lloyd, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance to Rezone a Total of 14.38 Acres from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) with 11.96 Acres of the Total Acreage Located at the Southwest Corner of Winters Avenue and Riverside Parkway Intersection Including 1441 Winters Avenue, the Parcel Abutting 1441 Winters Avenue on the East that is Bordered by Riverside Parkway on the East and the South, and the Parcel Abutting 1441 Winters Avenue on the South with the Southern Border Being the Riverside Parkway, and an Additional Parcel Containing 2.42 Acres of the Total Acreage at the Northwest Corner of the Winters Avenue and Riverside Parkway Intersection and Setting a Public Hearing for July 17, 2024

RECOMMENDATION:

The Planning Commission heard this request at the June 11, 2024, meeting and voted (6-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The City of Grand Junction, property owner, ("City") is requesting a rezone of a total of 14.38 acres from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) with 11.96 acres of the total acreage located at the southwest corner of Winters Avenue and Riverside Parkway intersection including 1441 Winters Avenue, the parcel abutting 1441 Winters Avenue on the east that is bordered by Riverside Parkway on the east and the south, and the parcel abutting 1441 Winters Avenue on the south with the southern border being the Riverside Parkway, and an additional parcel containing 2.42 acres of the total acreage at the northwest corner of the Winters Avenue and Riverside Parkway intersection. The requested MU-2 zone district is consistent with the One Grand Junction Comprehensive Plan Land Use Map designation of Mixed Use.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The request for a rezone anticipates future mixed-use development on the properties. The One Grand Junction Comprehensive Plan encourages urban infill redevelopment on underutilized properties through policies that encourage increased activation of the riverfront and downtown area.

The purpose of the MU-2 zone district is to accommodate commercial, employment, multifamily, and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation. Commercial uses in the MU-2 district may be somewhat larger in scale and more flexible than the MU-1 (Mixed-Use Neighborhood) district but smaller in scale than MU-3 (Mixed-Use Downtown). Ground stories along streets are intended for commercial uses, while upper stories are most appropriate for residential and/or office uses. The MU-2 district supports the Comprehensive Plan principles pertaining to Mixed-Use areas.

In addition to the MU-2 (Mixed-Use Light Commercial) zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designation of Mixed-Use:

a. R-16 (Residential High 16)
b. R-24 (Residential High 24)
c. MU-1 (Mixed-Use Neighborhood)
d. MU-2 (Mixed-Use Light Commercial)
e. MU-3 (Mixed-Use Downtown)

The properties adjacent to the subject properties to the north are zoned P-1 (Public, Parks, and Open Space) and I-2 (Industrial General). The property adjacent to the West and South are I-2 (Industrial General) and CG (Commercial General). To the South and the East, Las Colonias Park is zoned PD (Planned Development).

Though not specifically related to the rezone requires, it is important to note that a portion of the properties (7.73 acres) to be rezoned to MU-2 (Mixed-Use Light Commercial) will be subject to restrictive covenants that were put in place by CDPHE. In the property's deed that conveyed it to the City, restrictive covenants state that the property (i) must be used for public purposes, (ii) not to use groundwater from the site for any purpose, no wells on the site and no exposing of groundwater to the surface, (iii) not to perform construction of any kind on the property without written approval of construction plans by the Grantor and the U.S. Department of Energy, (iv) that any habitable structures constructed on the property shall employ a radon ventilation system or other mitigation measures, and (v) that its use of the property shall not adversely impact groundwater or interfere with groundwater remediation. These covenants will need to be considered and addressed when determining future use of the property at the time of future development.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held at Las

Colonias Park on April 4, 2024, in accordance with Section 21.02.030(c) of the Zoning and Development Code. Of note, a concept plan was not presented at the meeting due to there being no concept for the site. City staff was present as the Applicant, along with three members of the public. Additional information was presented regarding the timeline of the rezone request, opportunities for public comment, and public notification for the rezone request. Attendees at the meeting were concerned about the compatibility of residential uses adjacent to industrial zoned areas that allow and have existing higher-intensity uses. There were also concerns about additional traffic and how it may affect the existing industrial operations in the area as well as safety on Riverside Parkway.

Notice was consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject properties were posted with a public hearing notice sign on May 27, 2024. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 31, 2024. The notice of this public hearing was published June 2, 2024, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between June 4, 2024, and June 11, 2024, through the GJSpeaks platform.

ANALYSIS
The criteria for review are set forth in Section 21.02.050(l)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezoning has the burden of producing evidence that proves **each** of the following criteria:

(A) Consistency. The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

The proposed rezone to MU-2 implements the following Plan principles, goals, and policies of the Comprehensive Plan:

Land Use Plan: Relationship to Existing Zoning
Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan. The requested zoning of MU-2 is compatible with and an implementing zone district for the Comprehensive Plan Land Use Map designation of Mixed Use.

Plan Principle 3: Responsible and Managed Growth
Where We Are Today (and Where We Are Going) – The Comprehensive Plan raises concerns about a waning supply of attainable housing combined with a limited supply of land that has existing infrastructure available. Priority has been placed on areas identified for infill and redevelopment to move forward effectively and manage growth.

How We Will Get There – The policies in this principle address how growth should

happen within the city. One such policy is to support a compact growth pattern and encourage the efficient use of land through the Zoning & Development Code. Another is to encourage infill and redevelopment to leverage existing infrastructure, with special emphasis being on underutilized properties. The last applicable policy is to support the development of neighborhood-centered commercial uses and mixed-use development. Rezoning these properties to MU-2 accomplishes all of these.

Plan Principle 4: Downtown and University Districts
Where We Are Today (and Where We Are Going) – The Comprehensive Plan identifies Investment in the Riverfront as an important step in the activation and redevelopment of the Downtown area. With its proximity to Las Colonias Park and the Colorado River, these properties have the potential to be an important piece in the development in the River District, giving more residents and businesses the opportunity to locate near the new infrastructure and amenities constructed in that area.

How We Will Get There – This principle encourages a mix of uses in the three subdistricts that comprise the Downtown District. Specifically, this policy encourages mixed-use development in the River District due to the abundance of open space amenities and pedestrian bicycle infrastructure along the riverfront. The policy further encourages the River District to develop into more of an urban neighborhood context with a mix of uses such as residential, home businesses, grocery, retail, and institutional to enhance the enjoyment and quality of life of residents and visitors alike in this area. In addition, this principle encourages the redevelopment of underutilized properties. The Comprehensive Plan encourages the need for infill development, placemaking, and connectivity as key elements of keeping a Downtown area vibrant. Rezoning the subject properties to MU-2 supports implementation of these policies.

Plan Principle 5: Strong Neighborhoods and Housing Choices
Where We Are Today (and Where We Are Going) – The Comprehensive Plan identifies the need for strong neighborhoods and a variety of housing choices. Alternative housing types provide options for residents, such as affordability, low maintenance, community open spaces, and shared facilities. Another benefit of multifamily development is that it can be less expensive for the City to provide services than conventional single-family housing. The community has also expressed a preference for these housing areas to be located with easy access to commercial services and outdoor recreational amenities. The City’s goal is to have a more diverse range of housing types to expand the City’s reputation for livability and affordability.

How We Will Get There – To accomplish this, the Comprehensive Plan encourages promoting more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes. Rezoning a property to Mixed-Use helps accomplish this by giving developers more flexibility for different housing types on a given site.

Plan Principle 8: Resource Stewardship
Where We Are Today (and Where We Are Going) – The Comprehensive Plan identifies the need to protect Grand Junction's rich natural resources. This includes water

conservation, protecting landscape and habitat, natural areas and agriculture, and minimizing new developments impact on the environment.

How We Will Get There – The Comprehensive Plan identifies the need to promote the use of sustainable development practices by maximizing existing infrastructure. Rezoning the subject properties to MU-2 would allow for more urban development in an area that has the appropriate infrastructure along the riverfront to support it rather than developing in existing greenfields.

Riverfront Area Specific Policies
The subject properties are identified as being in the Riverfront Mixed Use Area referenced in Chapter 4 of the Comprehensive Plan. This rezone is consistent with the Riverfront Area mixed use area specific polices. The area-specific policies encourage a mix and relationship of uses with vertical mixed-use or freestanding multifamily buildings, and that development adjacent to the Colorado River should work to activate and enhance the riverfront. Rezoning these properties to MU-2 would allow future development to develop the properties in line with these policies.

Lower Downtown Subarea and Functional Improvements
These properties are identified within the Riverside Parkway Mixed Use Character Area in the Lower Downtown Subarea. The Comprehensive Plan indicates that this area should be developed with a mix of uses oriented towards both Riverside Parkway and the park areas along the Riverfront. Uses such as hotels, entertainment, multifamily, commercial, and offices are all identified as acceptable development in this area. Further, the subject properties are identified as Opportunity Sites on the potential functional improvements map in this subarea. Functional improvements are key improvements that will help ensure the area evolves in a way consistent with the community's vision. Opportunity sites are sites that are underutilized but would have a significant positive effect on activities and energy in the Lower Downtown Subarea if they were redeveloped. A rezone to MU-2 would be an important step in further implementing this portion of the Comprehensive Plan and further activating the Lower Downtown Subarea. Staff finds that this criterion has been met.

(B) Development Patterns. The proposed zoning will result in logical and orderly development pattern(s).

The Land Use Plan map identifies the subject properties as Mixed Use. The requested MU-2 zone is an implementing zone district of the Mixed Use land use designation. The Mixed Use land use designation is implemented through zone districts which are comprised of uses that include higher residential densities while also allowing commercial, retail, employment, and service-oriented uses. The Land Use Plan map identifies Mixed Use as an appropriate use along the Riverside Parkway corridor to further encourage more urban redevelopment of these properties adjacent to such amenities as Las Colonias Park and the Riverfront Trail. The Comprehensive Plan encourages urban redevelopment in areas that have amenities nearby and existing infrastructure.

The subject properties are located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan, which classifies it as an urban infill area. In Tier 1 areas, development should be directed toward vacant and underutilized parcels such as this one. This encourages orderly development patterns and limits infrastructure extensions while still allowing for both residential and business growth. The proposed MU-2 zoning district on the subject properties will increase the availability of higher density residential units while also providing the opportunity for commercial uses for servicing that additional density.

The Comprehensive Plan identifies the need to promote the use of sustainable development practices by maximizing existing infrastructure. Rezoning the subject properties to MU-2 would allow for more urban development in an area that has the appropriate infrastructure along the Riverfront to support it rather than developing existing greenfields. The subject properties have sewer service and all other urban amenities. Further, the City has completed a substantial capital investment in the Riverfront area with the construction of Riverside Parkway, Las Colonias Park, Las Colonias Business Park, Dos Rios, and the Riverfront Trail. The City's investment has greatly improved multi-modal transportation along Riverside Parkway and north towards the Downtown employment area. The amenities of Las Colonias Park and the Riverfront Trail provide a gathering space for future community members in the Lower Downtown subarea and have enhanced the livability of this area. The culmination of the City's investment makes this area a logical place for community members to live, work, and play.

Surrounding properties have a mix of land use designations and zone districts. Properties directly to the west are zoned I-2 (Industrial General). The area directly to the north is zoned a mixture of I-2 and I-1 (Industrial Light). This area of the City has seen substantial growth recently with the investment the City has completed in Riverside Parkway and Las Colonias Park. With this investment, this area has become attractive for infill development and particularly for higher-density residential and commercial uses. The area to the west along Riverside Parkway extending to S 9th St is zoned CG (Commercial General) and has an approved site plan for the Kimball Residences. There is also an existing mixed-use development nearby with the Struthers Residences. The area to the south is zoned PD at Las Colonias Park with both commercial and recreational uses. To the southwest from Las Colonias is property zoned MU-2 which consists of a campground as well as the Eddy Apartment building. Further west along Riverside Parkway includes the Dos Rios PD with a variety of commercial and residential uses planned for the site. Rezoning the subject property to MU-2 will be an extension of existing and planned mixed-use development already present in this area. Mixed-use development on this site will have a significant effect on the further activation of the public and private spaces in the lower downtown area and will build on the City's previous investment and work. Staff finds that this criterion has been met.

(C) Benefits. The community or area, as decided by the reviewing body, derives an

overall benefit(s) from the proposed zoning.

The community and area will benefit from this proposed request. The proposed zone provides an opportunity for housing with a range of density consistent with the Comprehensive Plan, along with commercial and institutional uses that can be supported by the additional housing. The further activation of this area will build on the City's previous efforts in the River District with the Dos Rios and Las Colonias projects. As stated earlier, the Comprehensive plan has identified these properties as an opportunity site. Opportunity sites are sites that are underutilized but would have a significant positive effect on activities and energy in the Lower Downtown Subarea if they were redeveloped. A rezone to MU-2 would be a benefit to the community because it would be a step in further implementing this portion of the Comprehensive Plan and further activating the Lower Downtown Subarea. Staff finds that this criterion has been met.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the Sawmill rezone request, for a rezone from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) with 11.96 acres of the total acreage located at the Southwest corner of Winters Avenue and Riverside Parkway intersection including 1441 Winters Avenue, the parcel abutting 1441 Winters Avenue on the east that is bordered by Riverside Parkway on the east and the south, and the parcel abutting 1441 Winters Avenue on the south with the southern border being the Riverside Parkway, and an additional parcel containing 2.42 acres of the total acreage at the northwest corner of Winters Avenue and Riverside Parkway intersection., the following findings of fact have been made:

1. The request has met the burden of proof identified in Section 21.02.050(l)(3)(ii) of the Zoning and Development Code.

Therefore, the Planning Commission recommended approval of the requested Rezone.

FISCAL IMPACT:

There is no direct fiscal impact associated with this request.

SUGGESTED MOTION:

I move to introduce an ordinance rezoning approximately 14.38 acres from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) with 11.96 acres of the total acreage located at the southwest corner of Winters Avenue and Riverside Parkway intersection including 1441 Winters Avenue, the parcel abutting 1441 Winters Avenue on the east that is bordered by Riverside Parkway on the east and the south, and the parcel abutting 1441 Winters Avenue on the south with the southern border being the Riverside Parkway, and an additional parcel containing 2.42 acres of the total acreage at the northwest corner of the Winters Avenue and Riverside Parkway intersection, City file number RZN-2024-236 and set a public hearing for July 17, 2024.

Attachments

1. Development Application
2. Site Maps
3. Planning Commission Minutes - 2024 - June 11 - Draft
4. ORD-Sawmill RZN-2024-236 202040625

CITY OF Grand Junction COLORADO
COMMUNITY DEVELOPMENT

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below ***only*** for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation: Mixed-Use
Existing Zoning: I-2, P-1
Proposed Land Use Designation: Mixed-Use
Proposed Zoning: MU-2

Property Information

Site Location: NW/SW CORNER OF WINTERS AND RIVERSIDE
Site Acreage: 14.38
Site Tax No(s): 294524215008, 294525200268, 294524300272
Site Zoning: I-2 (Industrial General)

Project Description: The City of Grand Junction, property owner, is requesting a rezone of a total of 14.38 acres from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) located at the NW and SW corner of the Winters Avenue and Riverside Parkway Intersection.

Property Owner Information	Applicant Information	Representative Information
Name: City of Grand Junction	Name: City of Grand Junction	Name: Community Development
Street Address: 250 N 5th St	Street Address: 250 N 5th St	Street Address: 250 N 5th St
City/State/Zip: Grand Junction, CO,	City/State/Zip: Grand Junction, CO,	City/State/Zip: Grand Junction, CO,
Business Phone #: 970-244-1508	Business Phone #:	Business Phone #: 970-244-1430
E-Mail: andrea.phillips@gjcity.org	E-Mail:	E-Mail: thomas.lloyd@gjcity.org
Fax #:	Fax #:	Fax #:
Contact Person:	Contact Person:	Contact Person: Thomas Lloyd
Contact Phone #:	Contact Phone #:	Contact Phone #: 970-256-4143

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application: Thomas Lloyd — Date: 5/21/24
Please print and sign

Signature of Legal Property Owner: Andrea Phillips, Interim City Manager — Date: 5/20/24
Please print and sign

3 PAGE DOCUMEN.

Recorded at _____ o'clock _____M., _____
Reception No. _____ Recorder

QUITCLAIM DEED

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MONIKA TODD CLK&REC MESA COUNTY CO
DOCUMENT FEE $No Fee

The Colorado Department of Public Health and the Environment ("Grantor"), whose address is 4300 Cherry Creek Drive South, Denver, Colorado, 80222-1530, City and County of Denver, State of Colorado, pursuant to 42 U.S.C § 7914 (e) (1) (B) and C.R.S. § 25-11-303, hereby donates and quit claims to the City of Grand Junction ("Grantee", whose address is 250 North 5th Street, Grand Junction, Colorado, 81501, City of Grand Junction, County of Mesa, State of Colorado, the following real property in the County of Mesa, State of Colorado, to wit: A parcel of land containing Ninety Seven and Eighty Third (97.83) acres more or less, described as follows:

A parcel of land situated in the S½S½SE¼NE¼ and in Lot 3 of Section 23, and in the SW¼NW¼, the SE¼NW¼, Lot 3 and Lot 4 of Section 24, all in Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 23, Township 1 South, Range 1 West of the Ute Meridian; thence N 00°16' 54" W along the East line of the S½S½SE¼NE¼ of said Section 23 a distance of 330.32 feet to the Northeast Corner of said S½S½SE¼NE¼, thence N 89° 14' 53" W along the North line of said S½S½SE¼NE¼ a distance of 1318.19 feet to the Northwest Corner of said S½S½SE¼NE¼, thence S 00° 03' 46" W along the West line of said S½S½SE¼NE¼ a distance of 43.20 feet to a point on the South right-of-way line of Kimball Avenue and the **True Point of Beginning** of the parcel described herein; thence S 57° 18' 26" E a distance of 220.01 feet to a point 10.00 feet southerly measured at right angle to the centerline of the Denver and Rio Grande Western Railroad Spur Line; thence along a line parallel with and 10.00 feet southerly of said Railroad Spur centerline the following four (4) courses:

1) 211.84 feet along the arc of a curve to the left having a radius of 369.93 feet, a central angle of 32° 48' 39", and a long chord bearing S 73° 42' 44" E a distance of 208.96 feet;
2) N 89° 52' 57" E a distance of 710.66 feet;
3) 353.70 feet along the arc of a curve to the left having a radius of 1156.28 feet, a central angle of 17° 31' 37", and a long chord bearing N 81° 07' 09" E a distance of 352.33 feet;
4) N 72° 21' 21" E a distance of 488.61 feet to a point on the North line of the S½SW¼SW¼NW¼ of Section 24, Township 1 South, Range 1West ; thence N 89° 56' 27" E along the North line of said S½SW¼SW¼NW¼ a distance of 72.40 feet to the Southeast Corner of Lot 3, Colorado West Development Park, Filing No.2; thence N 00° 11' 11" W along the East line of said Lot 3 a distance of 67.50 feet to the Southwest Corner of Lot 4 of said Colorado West Development Park, Filing No.2; thence N 89° 36' 26" E along the South line of said Lot 4 a distance of 252.36 feet to the Southeast Corner of said Lot 4; thence S 00° 23' 34" E along the west line of Lot 6 of said Colorado West Development Park, Filing No. 2 a distance of 144.00 feet to the Southwest Corner of said Lot 6; thence N 89° 42' 38" E along the South line of said Lot 6 a distance of 411.62 feet to a point on the West line of the SE¼NW¼ of said Section 24; thence N 00° 22' 48" W along the West line of said SE¼NW¼ a distance of 1064.19 feet to the Northwest Corner of said SE¼NW¼, thence N 89° 57' 16" E along the North line of said SE¼NW¼ a distance fo 799.91 feet to Northwest Corner of Pleasant View Subdivision (Replat); thence S 00°06'46" W along the West boundary of said Pleasant View Subdivision (Replat) a distance of 823.83 feet to the Southwest Corner of said Pleasant View Subdivision (Replat); thence S 89° 53' 44" E along the South boundary of said Pleasant View Subdivision (Replat) a distance of 528.15 feet to a point on the West right-of-way line for 27 ½ Road; thence S 00°06'46" W along said West right-of-way line a distance of 494.90 feet to a point on the North line of Lot 3 of said Section 24; thence S 89° 55' 33" W along the North line of said Lot 3 a distance of 652.10 feet; thence leaving said North line S 00°08'01" E a distance of 521.56 feet to the North bank of the main channel of the Colorado River; thence along the North bank of the main channel of said Colorado River the following four (4) courses:

1) S 75°52' 39" W a distance of 681.87 feet;
2) S 74°18' 00" W a distance of 262.06 feet;
3) N 83°57' 00" W a distance of 192.50 feet;
4) S 80°23' 00" W a distance of 521.30 feet;

thence along the North bank of the north channel of said Colorado River the following four (4) courses:

1) N 78° 24' 00" W a distance of 662.60 feet;
2) S 87° 31' 00" W a distance of 404.40 feet;
3) S 73° 37' 00" W a distance of 187.60 feet;
4) S 89° 21' 00" W a distance of 463.96 feet to a point on the West line of Lot 3 of said Section 23; thence N 00° 03' 46" E along the West line of said Lot 3 and West line of the S½S½SE¼NE¼ of said Section 23 a distance of 1069.94 feet to the **True Point of Beginning**. Said parcel contains 97.83 acres more or less; Subject to a permanent 25 foot ingress-egress easement situate in the E ½ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said easement being 25 feet to the left (east) of an existing easement as conveyed to Prosperity Park, Inc., February 20, 1981 and recorded in Book 1299 at Page 197 of the records of the Mesa County Clerk and Recorder and said easement being extended south of the Prosperity Park Inc. Easement to the south line of the property, more particularly described as follows: Beginning at the Southwest corner of the SE¼NE¼ of Section 23, Township 1 South, Range 1 West, whose South line bears N 90° 00' 00" E with all bearings contained herein being relative thereto; thence N 00° 36' 22" W a distance of 289.92 feet to the Southerly edge of Kimball Avenue; thence leaving said Southerly edge of Kimball Avenue S 57° 51' 25" E a distance of 53.69 feet to the **True Point of Beginning** of the easement described herein; thence S 00° 36' 22" E a distance of 261.35 feet along the East line of the easement as recorded in said Book 1299 at Page 197 to the South line of the SE¼NE¼ if said Section 23, thence S 00° 43' 57" E a distance of 416.13 feet to the South line of the easement recorded in said Book 1299 at Page 197; thence S 90° 00' 00" W a distance of 45.15 feet along the South line of said existing easement as recorded in said Book 1299 at Page 197 to the West line of the NE¼SE¼ of said Section 23; thence South along the West line of the NE¼SE¼ of said Section 23 to the South line of the Property and the **Point of Termination.** The above described easement being left or East of the described line.

Including nine (9) shares of the capital stock of the Grand Valley Irrigation Company;

Grantor reserves to itself any non-tributary ground water underlying this parcel, the right to develop tributary ground water, and the right to surface access for ground water development;

Subject to: (i) any coal, oil, gas, or other mineral rights in any person; (ii) existing rights-of-way for roads, railroads, telephone lines, transmission lines, utilities, ditches, conduits, or pipelines on, over, or across said lands; (iii) court liens, judgments, or financial encumbrances such as deeds of trust for which a formal consent or order has been obtained from a court for the lien holder; (iv) other rights, interests, reservation or exceptions of record; and the following terms, conditions, rights, reservations and covenants:

Grantee agrees to accept financial responsibility for any costs associated with the disruption of any improvements on the site should the Department of Energy be required by the U.S. Nuclear Regulatory Commission to perform further surface remedial action;

Grantee covenants (i) not to use the property for any purpose other than public purposes as required by UMTRCA, 42 U.S.C. 7901 et. seq., as amended; (ii) not to use ground water from the site for any purpose, and not to construct wells or any means of exposing ground water to the surface unless prior written approval is given by the Grantor and U.S. Department of Energy; (iii) not to perform construction of any kind on the property unless prior written approval of construction plans, designs and specifications is given by Grantor and the U.S. Department of Energy; (iv) that any habitable structures constructed on the property shall employ a radon ventilation system or other radon mitigation measures; and (v) that its use of the property shall not adversely impact ground water quality nor interfere with ground water remediation under UMTRCA;

These covenants are made in favor and to the benefit of Grantor, shall run with the land and be binding upon Grantee and its successors and assigns, and shall be enforceable by Grantor, and its successors and assigns;

Grantee acknowledges that the property was once used as a uranium milling site, and that the Grantor makes no representations or warranties that the property is suitable for Grantee's purposes;

IN WITNESS WHEREOF:

GRANTOR:

APPROVED AS TO FORM:

David Kreutzer - Assistant Attorney General

STATE OF COLORADO
Roy Romer, Governor
Acting by and through
The Department of Public Health and Environment

By: _____
Executive Director

By: _____
Program Approval

ACCEPTANCE OF DEED
AND COVENANTS

GRANTEE:

CITY OF GRAND JUNCTION
(Full Legal Name or Agency)

By: _____
Name

Title: Mayor

(Affix Seal)

ATTESTATION:

Stephanie Nye
City/County Clerk

Signed this day of , 19

STATE OF COLORADO, }=
County of

The foregoing instrument was acknowledged before me this 26th day of March, 1997 by Linda Ajman and Stephanie Nye

My commission expires 2/2/98

Witness my hand and official seal

Christine English
Notary Public

RECEPTION#: 2908649, at 12/31/2019 11:44:09 AM, 1 of 1
Recording: $13.00, Doc Fee Exempt Tina Peters, Mesa County, CO. CLERK AND RECORDER

WARRANTY DEED

MS21902661

This Warranty Deed made this 30th day of December, 2019 by and between **Winters Ave., LLC, a Colorado Limited Liability Company, Grantor**, whose mailing address is 1441 Winters Avenue, Grand Junction, CO 81501, for and in consideration of One Million, Eight Hundred Thousand and 00/100 Dollars, ($1,800,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee,** whose address is 250 N. 5th Street, Grand Junction, CO 81501, its successors and assigns forever, the following described real property together with all improvements, lying and being in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 5 and 6, Colorado West Development Park Filing Two as recorded in the Mesa County Clerk and Recorder's records, plus all of the vacated right-of-way abutting Lots 5 and 6 less that portion of Lot 6 previously granted to Grantee.

Also known by street and number as: 1441 Winters Avenue, Grand Junction, CO 81501.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, including but not limited to the wall adjacent to the right-of-way on the real property and continuing along the City's properties abutting.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, together with any and all water rights and/or water shares, and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever. Grantor further covenants that it has full power and lawful authority to grant, sell and convey the same and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind and nature whatsoever, except taxes for the current year to be prorated to the date of sale and other encumbrances of record.

Executed and delivered this 30th day of December, 2019.

Winters Ave., LLC

Doug Jones, Member

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 30th day of December, 2019 by Doug Jones, Member of Winters Ave., LLC.

My commission expires 12/30/21
Witness my hand and official seal.

ALICE E. YOUNG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20014039435
My Commission Expires December 17, 2021

Notary Public

Sawmill Property

Neighborhood Meeting Notes

April 4, 2024

A meeting was held at Las Colonias Park, at the Mariposa picnic shelter at 5:30 pm within view of the Sawmill property. There were three members of the public that attended. In attendance was a surrounding property owner Mr. Greg Guth. Representing Valor Tactical Innovation were CFO Wanda Carlson and Environment Health and Safety Manager Jeff Purdy. In attendance from the city was Thomas Lloyd from the Community Development Department.

City staff conducted the meeting and presented the proposed rezone of the city owned property at 1441 Winters Avenue along with the property across Winters Ave. The city's proposal is to rezone the property from Industrial General (I-2) to Mixed-Use Light Commercial (MU-2).

Public Comments/Questions

The attendees of the meeting had general concerns about the potential for residential dwelling units adjacent to an industrial area and asked why the city was interested in this rezoning. The attendees did not think that residential would be compatible with the existing industrial uses in the area. Staff explained that this property was identified as being an opportunity site to further enhance the River District in the 2020 Comprehensive plan due to the existing infrastructure and amenities nearby. Staff explained that the property was identified as Mixed Use on the Future Land Use Map. Attendees had concerns about traffic issues that might affect their operations as well as the potential for complaints from future residents in the area about their industrial operations. There were also concerns about the potential for car accidents on Riverside Parkway. Staff indicated that traffic analyses would be conducted and addressed during the major site plan process.

Attendees asked who would be partnering with the city to develop the property. Additionally, they asked whether a developer would receive incentives to develop the property. One attendee indicated his concerns with the city potentially providing incentives for private development. Staff indicated that it is unknown who would develop the property and that this is strictly a rezone of the property and that a partnership is not being sought out at this time. Staff explained that if the rezone is approved, the city would then likely seek bids for a partnership.

The representatives from Valor Tactical Innovation had concerns about new residential units in proximity to their facility. The company holds permits from various Federal and State regulatory agencies that are governed based on inhabited building distances. Valor Tactical Innovation's concern is that too many inhabited dwelling units could make the regulatory burden too scrutinous to continue their operation on Winters Ave. Staff explained the public comment process and that there would be opportunities to voice these concerns at upcoming Planning Commission and Town Council meetings.

EXHIBIT 1 - REZONE PARCEL A

Part of the Northwest 1/4 of Section 24, T1S, R1W,
Ute Meridian, City of Grand Junction,
Mesa County, Colorado

Legal Description

A portion of a parcel of land described in Reception Number 1796705, Lot 5 and a portion of Lot 6 in Colorado West Development Park Filing 2 same as recorded in Reception Number 1139503 and vacated Right-of-Way as described in Ordinance 2157 and the same as recorded in Reception Number 1349053 located in the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 24, whence the Center Quarter Corner bears N89°57'33"E using the Mesa County Local Coordinate System (MCLCS) with all other bearings herein being relative thereto; thence from said Point of Commencement, N54°00'18"E, a distance of 1,635.40 feet to the Northeast Corner of said Lot 5, Colorado West Development Park - Filing No. 2 being the Point of Beginning; thence N00°22'00"W, a distance of 6.76 feet along the West line of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of said Section 24; thence N89°48'41"E, a distance of 122.54 feet; thence Southeasterly along the arc of a 774.00 foot radius curve concave Southerly, a distance of 117.77 feet thru a central angle of 08°43'06" whose chord bears S85°49'47"E, a distance of 117.66 feet; thence Southeasterly along the arc of a 66.50 foot radius curve concave Southwesterly, a distance of 106.26 feet thru a central angle of 91°33'05" whose chord bears S35°41'41"E, a distance of 95.31 feet; thence S10°04'51"W, a distance of 237.97 feet; thence Southwesterly along the arc of a 576.50 foot radius curve concave Northwesterly, a distance of 798.56 feet thru a central angle of 79°213'54" whose chord bears S49°45'48"W, a distance of 736.23 feet; thence S89°26'45"W, a distance of 350.47 feet; thence N00°20'37"W, a distance of 227.59 feet to the Southwest corner of Lot 4 in said Colorado West Development Park - Filing No. 2; thence N89°39'23"E, a distance of 253.00 feet along the South line of said Lot 4 to the Southeast corner of said Lot 4; thence N00°20'37"W, a distance of 562.79 feet along the East line of said Lot 4 to the Northwest corner of said Lot 5 in Colorado West Development Park - Filing No. 2 ; thence N89°58'39"E, a distance of 410.43 feet along the North line of said Lot 5 to the Point of Beginning.

Except that portion of Right-of-Way as dedicated and described in Reception Number 2297517.

Said Rezone containing 521,049 Square Feet or 11.96 Acres, more or less as described.

Authored by:
Renee B. Parent, CO LS #38266
City Surveyor, City of Grand Junction

Renee B. Parent, CO PLS #38266
244 N. 7th St. Grand Junction, CO. 81501
(970) 256-4003

Engineering & Transportation Department

The descriptions shown hereon has been derived from subdivision plats, deposit surveys & deed descriptions as recorded in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended for use of establishing or verifying property boundary lines.

Drawn By:	NCW
Date:	03/14/24
Reviewed By:	RBP
Approved By:	RBP

ABBREVIATIONS

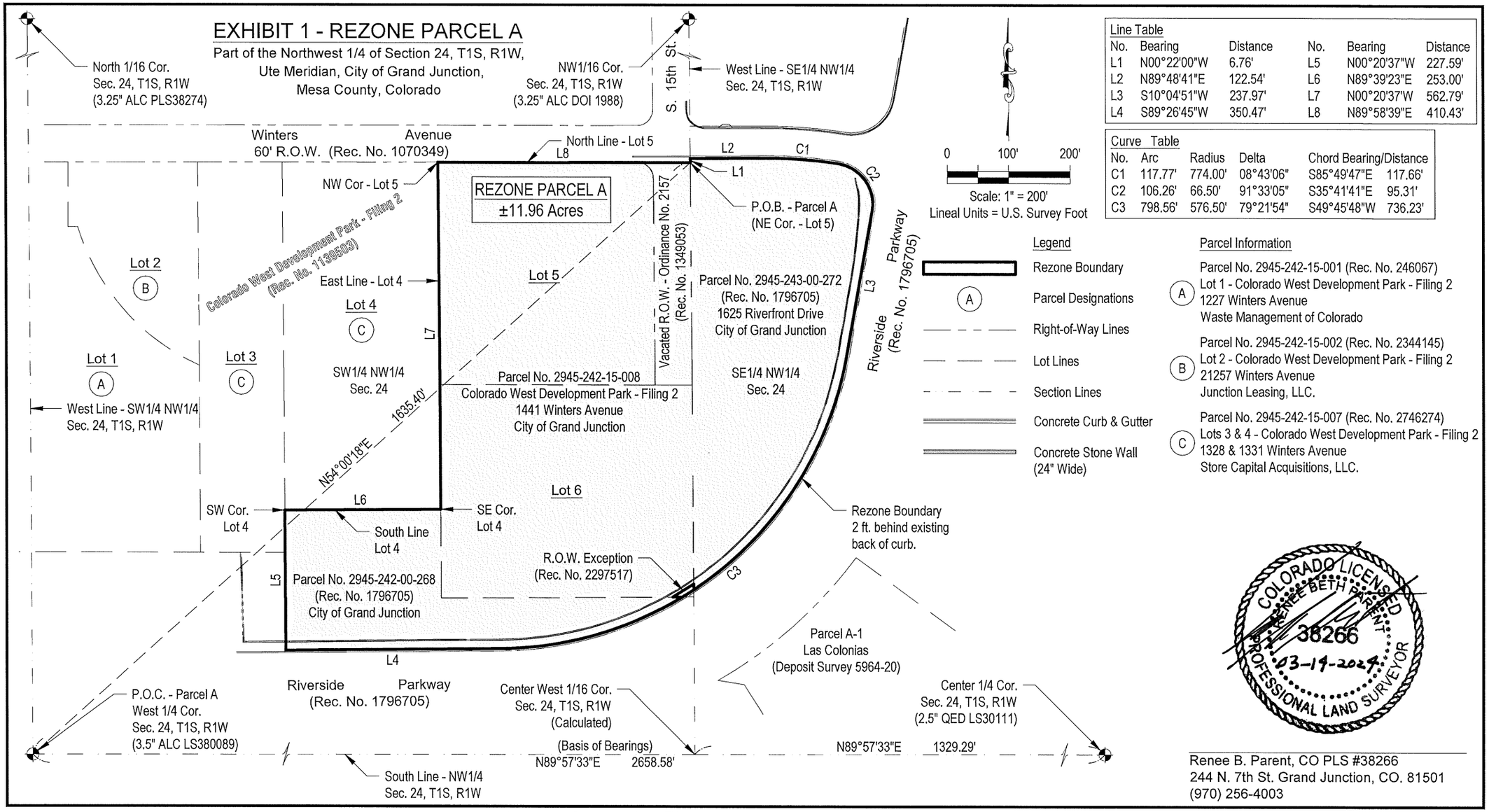
Rec. No.	Reception Number	Cor.	Corner
R.O.W.	Right-of-Way	AC.	Acres
P.O.B.	Point of Beginning	T	Township
P.O.C.	Point of Commencement	R	Range

Exhibit 1 - Rezone Parcel A
Part of the Northwest 1/4 of Section 24, T1S, R1W,
Ute Meridian, City of Grand Junction,
Mesa County, Colorado

CITY OF Grand Junction COLORADO
244 North 7th Street
Grand Junction, Co. 81501

EXHIBIT 1 - REZONE PARCEL A

Part of the Northwest 1/4 of Section 24, T1S, R1W,
Ute Meridian, City of Grand Junction,
Mesa County, Colorado



0 100' 200'

Scale: 1" = 200'
Lineal Units = U.S. Survey Foot

Line Table

No.	Bearing	Distance	No.	Bearing	Distance
L1	N00°22'00"W	6.76'	L5	N00°20'37"W	227.59'
L2	N89°48'41"E	122.54'	L6	N89°39'23"E	253.00'
L3	S10°04'51"W	237.97'	L7	N00°20'37"W	562.79'
L4	S89°26'45"W	350.47'	L8	N89°58'39"E	410.43'

Curve Table

No.	Arc	Radius	Delta	Chord Bearing/Distance	
C1	117.77'	774.00'	08°43'06"	S85°49'47"E	117.66'
C2	106.26'	66.50'	91°33'05"	S35°41'41"E	95.31'
C3	798.56'	576.50'	79°21'54"	S49°45'48"W	736.23'

Legend

- Rezone Boundary
- A — Parcel Designations
- Right-of-Way Lines
- Lot Lines
- Section Lines
- Concrete Curb & Gutter
- Concrete Stone Wall (24" Wide)

Parcel Information

A — Parcel No. 2945-242-15-001 (Rec. No. 246067)
Lot 1 - Colorado West Development Park - Filing 2
1227 Winters Avenue
Waste Management of Colorado

B — Parcel No. 2945-242-15-002 (Rec. No. 2344145)
Lot 2 - Colorado West Development Park - Filing 2
21257 Winters Avenue
Junction Leasing, LLC.

C — Parcel No. 2945-242-15-007 (Rec. No. 2746274)
Lots 3 & 4 - Colorado West Development Park - Filing 2
1328 & 1331 Winters Avenue
Store Capital Acquisitions, LLC.

COLORADO LICENSED
RENEE BETH PARENT
38266
03-19-2024
PROFESSIONAL LAND SURVEYOR

Renee B. Parent, CO PLS #38266
244 N. 7th St. Grand Junction, CO. 81501
(970) 256-4003

Engineering & Transportation Department

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Drawn By:	NCW
Date:	03/14/24
Reviewed By:	RBP
Approved By:	RBP

ABBREVIATIONS

Rec. No.	Reception Number	Cor.	Corner
R.O.W.	Right-of-Way	AC.	Acres
P.O.B.	Point of Beginning	T	Township
P.O.C.	Point of Commencement	R	Range

Exhibit 1 - Rezone Parcel A
Part of the Northwest 1/4 of Section 24, T1S, R1W,
Ute Meridian, City of Grand Junction,
Mesa County, Colorado

CITY OF Grand Junction COLORADO
244 North 7th Street
Grand Junction, Co. 81501

EXHIBIT 2 - REZONE PARCEL B

Part of the Northwest 1/4 of Section 24, T1S, R1W,
Ute Meridian, City of Grand Junction,
Mesa County, Colorado

Legal Description

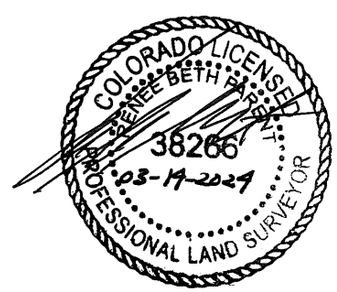
A portion of a parcel of land described in Reception Number 1796705, located in the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado being more particularly described as follows:

Beginning at the Northwest Sixteen (NW1/16) Corner of said Section 24, thence from said Point of Beginning, N89°58'16"E, a distance of 375.78 feet along the North line of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4); thence S10°03'53"W, a distance of 260.17 feet; thence Southwesterly along the arc of a 67.00 foot radius curve concave Northwesterly, a distance of 103.79 feet thru a central angle of 88°45'36" whose chord bears S54°26'41"W, a distance of 93.72 feet; thence Northwesterly along the arc of a 826.00 foot radius curve concave Southerly, a distance of 129.94 feet thru a central angle of 09°00'495" whose chord bears N85°401'55"W, a distance of 129.81 feet; thence S89°48'41"W, a distance of 122.70 feet to a point on the West line of said Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of said Section 24; thence N00°21'59"W, a distance of 301.11 feet along said West line to the Point of Beginning.

Said Rezone containing 105,222 Square Feet or 2.42 Acres, more or less as described.

The basis of bearings is the south line of the Northwest Quarter of said Section 24, N89°57'33"E using the Mesa County Local Coordinate System (MCLCS).

Authored by:
Renee B. Parent, CO LS #38266
City Surveyor, City of Grand Junction



Renee B. Parent, CO PLS #38266
244 N. 7th St. Grand Junction, CO. 81501
(970) 256-4003

Engineering & Transportation Department

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Drawn By:	NCW
Date:	03/14/24
Reviewed By:	RBP
Approved By:	RBP

ABBREVIATIONS

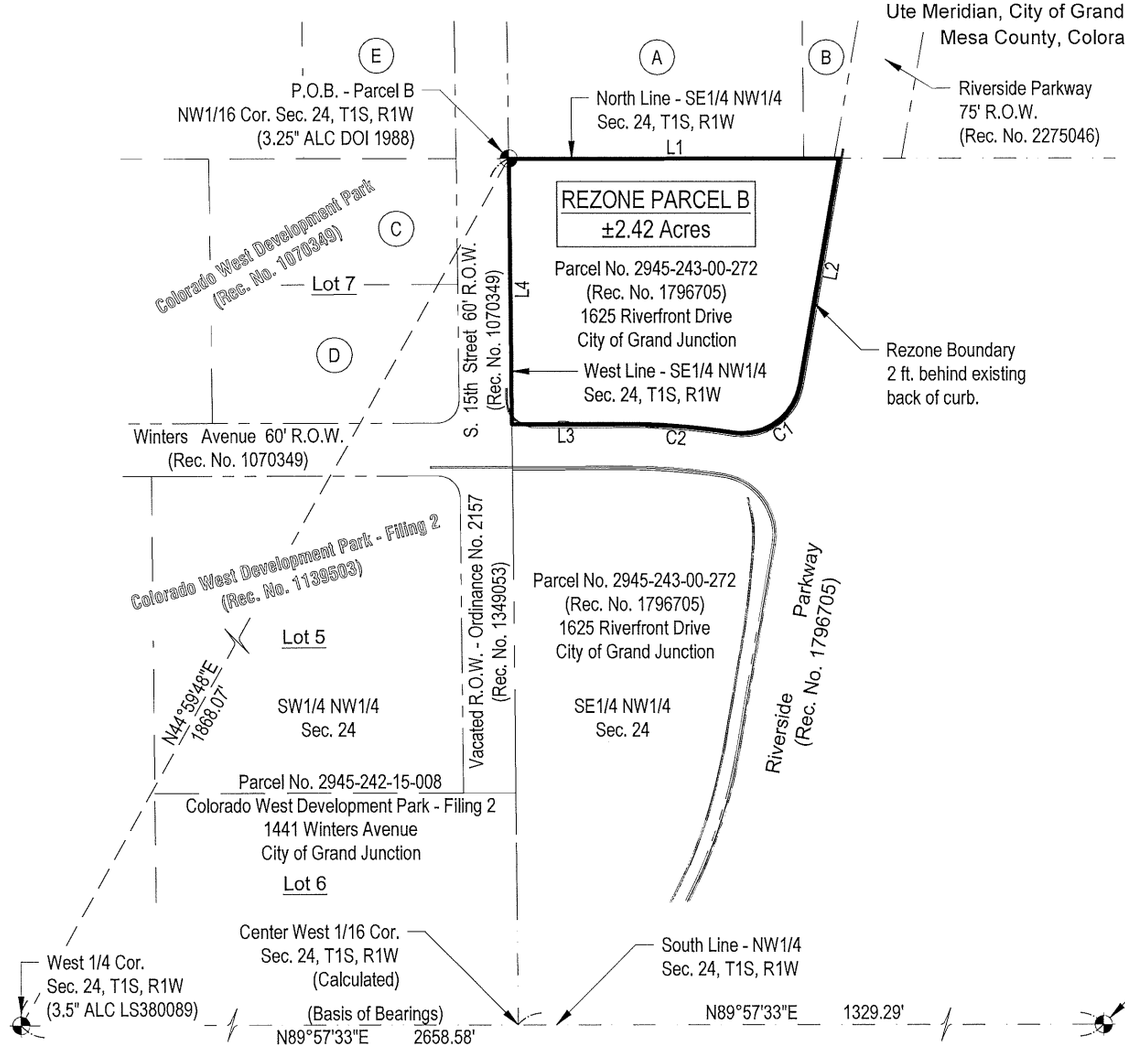
Rec. No.	Reception Number	Cor.	Corner
R.O.W.	Right-of-Way	AC.	Acres
P.O.B.	Point of Beginning	T	Township
P.O.C.	Point of Commencement	R	Range

Exhibit 2 - Rezone Parcel B
Part of the Northwest 1/4 of Section 24, T1S, R1W,
Ute Meridian, City of Grand Junction,
Mesa County, Colorado

CITY OF Grand Junction COLORADO
244 North 7th Street
Grand Junction, Co. 81501

EXHIBIT 2 - REZONE PARCEL B

Part of the Northwest 1/4 of Section 24, T1S, R1W,
Ute Meridian, City of Grand Junction,
Mesa County, Colorado



Curve Table				
No.	Arc	Radius	Delta	Chord Bearing/Distance
C1	103.79'	67.00'	88°45'36"	S54°26'41"W 93.72'
C2	129.94'	826.00'	09°00'49"	N85°40'55"W 129.81'

Line Table		
No.	Bearing	Distance
L1	N89°58'16"E	375.78'
L2	S10°03'53"W	260.17'
L3	S89°48'41"W	122.70'
L4	N00°21'59"W	301.11'

0 100' 200'

Scale: 1" = 200'
Lineal Units = U.S. Survey Foot

Legend

- Rezone Boundary
- (A) Parcel Designations
- Right-of-Way Lines
- Lot Lines
- Section Lines
- Concrete Curb & Gutter
- Concrete Stone Wall (24" Wide)

Parcel Information

(A) Parcel No. 2945-242-00-233 (Rec. No. 1937088)
710 South 15th Street
A & G Partnership, LLP

(B) Parcel No. 2945-242-00-262 (Rec. No. 1936868)
Parkerson Brothers, LLC

(C) Parcel No. 2945-242-12-015 (Rec. No. 2326170)
Part of Lot 7 - Colorado West Development Park
1031 Winters Avenue
Teddy Bair Enterprises, LLC.

(D) Parcel No. 2945-242-12-014 (Rec. No. 2412519)
Part of Lot 7 - Colorado West Development Park
1440 Winters Avenue
D.S. Partnership, LLC.

(E) Parcel No. 2945-242-12-027 (Rec. No. 2099616)
Parcel D - Replat of Lot 3 - Colorado West Development Park
1453 4th Avenue
Hercules Capital, LLC.

COLORADO LICENSED
RENEE BETH PARENT
38266
03-14-2024
PROFESSIONAL LAND SURVEYOR

Renee B. Parent, CO PLS #38266
244 N. 7th St. Grand Junction, CO. 81501
(970) 256-4003

Engineering & Transportation Department

Sheet 4 of 4

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Drawn By:	NCW
Date:	03/14/24
Reviewed By:	RBP
Approved By:	RBP

ABBREVIATIONS

Rec. No.	Reception Number	Cor.	Corner
R.O.W.	Right-of-Way	AC.	Acres
P.O.B.	Point of Beginning	T	Township
P.O.C.	Point of Commencement	R	Range

Exhibit 2 - Rezone Parcel B
Part of the Northwest 1/4 of Section 24, T1S, R1W,
Ute Meridian, City of Grand Junction,
Mesa County, Colorado

CITY OF Grand Junction COLORADO
244 North 7th Street
Grand Junction, Co. 81501

General Project Report
Sawmill Property Rezoning

Background:

The city is proposing to rezone vacant land owned by the city for future development. The property is located at 1441 Winters Avenue on the corner of Riverside Parkway and Winters Avenue. The property consists of 14.38 acres, see area highlighted in yellow below. The rezoning area will contain a portion of Lots 4, 5 and 6 of the Colorado West Development Park, and a portion of the ROW and 2 feet behind the existing back of curb alongside Riverside Parkway and Winters Avenue. See below for the properties included in this request as well as the attached Rezone Exhibit for more detail.

Proposed Zoning:

The current zoning on the property south of Winters Ave is Industrial General (I-2). The current zoning on the property north of Winters Ave is Public Parks and Open Space (P-1). The proposed zone of the two properties is Mixed-Use Light Commercial (MU-2).

The properties lie within the area of Mixed-Use on the Land Use Map of the 2020 One Grand Junction Comprehensive Plan. The purpose of the Mixed-Use Land Use Designation in the Comprehensive Plan is to provide residential uses with a range of higher densities while also allowing commercial, retail, employment, and service-oriented uses. The zone districts that implement the Mixed-Use land use category include Residential High 16 (RH-16), Residential High 24 (RH-24), Community Services and Recreation (CSR), Mixed-Use Neighborhood (MU-1), Mixed-Use Light Commercial (MU-2), and Mixed-Use Downtown (MU-3). Zone districts that implement that land use category range in density from 12 units an acre (minimum) to 24 dwelling units an acre. The requested MU-2 zoning provides for a minimum density of 16 units an acre.

The purpose of the MU-2 zone district is to accommodate commercial, employment, multifamily and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation. Commercial uses in the MU-2 district may be somewhat larger in scale and more flexible than the MU-1 district but smaller in scale than MU-3. Ground stories along streets are intended for commercial uses while upper stories are most appropriate for residential and/or office uses. The MU-2 district supports the comprehensive plan principles pertaining to Mixed-Use areas.

In terms of surrounding zoning, the properties to the east and south are zoned Planned Development (PD) and are part of the RiverFront at Las Colonias Park and Business Park. Properties to the west are zoned Commercial General (CG) and Industrial General (I-2).

Neighborhood Meeting:

A Neighborhood Meeting was held on Thursday, April 4 at 5:30 to discuss the rezoning of the property. See the attached Neighborhood meeting Notes.

Rezoning Review Criteria:

1) **Review Criteria**. An applicant for Rezoning has the burden of producing evidence that proves each of the following criteria:

   a) **Consistency**
   The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

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Response:

The proposed rezone to MU-2 (Mixed Use) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

• Land Use Plan: *Relationship to Existing Zoning*

Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan. The requested zoning of MU-2 is compatible with and an implementing zone district for the Comprehensive Plan Land Use Map designation of Mixed Use.

• Plan Principle 3: *Responsible and Managed Growth*

Where We Are Today (and Where We Are Going) – The Comprehensive Plan raises concerns about a waning supply of attainable housing combined with a limited supply of land that has existing infrastructure available. Priority has been placed on areas such as this property identified for infill and redevelopment to move forward effectively and manage growth.

How We Will Get There – The policies in this principle address how growth should happen within the city. One such policy is to support a compact growth pattern and encourage the efficient use of land through the Zoning & Development Code. Another is to encourage infill and redevelopment to leverage existing infrastructure, with special emphasis being on underutilized properties. The last applicable policy is to support the development of neighborhood-centered commercial uses and mixed-use development. Rezoning these properties to MU-2 accomplishes all of these.

• Plan Principle 4: Downtown and University Districts

Where We Are Today (and Where We Are Going) – The Comprehensive Plan identifies Investment in the Riverfront as an important step in the activation and redevelopment of the Downtown area. With its proximity to Las Colonias Park and the Colorado River, this property has the potential to be an important piece in the development in the River District, giving more residents and businesses the opportunity to locate near the new infrastructure and amenities constructed in that area.

How We Will Get There – This principle encourages a mix of uses in the three subdistricts that comprise the Downtown District. Specifically, this policy encourages mixed use development in the River District due to the abundance of

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open space amenities and pedestrian-bicycle infrastructure along the riverfront. The policy further encourages the River District to develop into more of an urban neighborhood context with a mix of uses such as residential, home businesses, grocery, retail, and institutional uses. Having such a mix of uses will enhance the enjoyment and quality of life of residents and visitors alike in this area, while also encouraging a variety of housing options for residents in this area. In addition, this principle encourages the redevelopment of underutilized properties. The Comprehensive Plan encourages the need for infill development, placemaking, and connectivity as key elements of keeping a Downtown area vibrant. Rezoning the subject properties to MU-2 is supported by the previously mentioned policies for all these reasons.

• Plan Principle 5: Strong Neighborhoods and Housing Choices

Where We Are Today (and Where We Are Going) – The Comprehensive Plan identifies the need for strong neighborhoods and a variety of housing choices. Alternative housing types provide options for residents such as affordability, low maintenance, community open spaces, and shared facilities. Another benefit of multifamily is that it can be less expensive for the city to provide services than conventional single-family housing. The community has also expressed a preference for these housing areas to be located with easy access to commercial services and outdoor recreational amenities. The city's goal is to have a more diverse range of housing types to expand the city's reputation for livability and affordability.

How We Will Get There – To accomplish this, the Comprehensive Plan encourages promoting more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes. Rezoning a property to Mixed-Use helps accomplish this by giving developers more flexibility for different housing types on a given site.

• Plan Principle 8: Resource Stewardship

Where We Are Today (and Where We Are Going) – The Comprehensive Plan identifies the need to protect Grand Junctions rich natural resources. This includes water conservation, protecting landscape and habitat, natural areas and agriculture, and minimizing new developments impact on the environment.

How We Will Get There – The Comprehensive Plan identifies the need to promote the use of sustainable development practices by maximizing existing infrastructure. Rezoning the subject property to MU-2 would allow for more urban development in an area that has the appropriate infrastructure along the riverfront to support it rather than developing in existing greenfields.

• Riverfront Area Specific Policies*:* The subject properties are identified as being in the Riverfront Mixed Use Area referenced in Chapter 4 of the Comprehensive Plan. This rezone is consistent with the Riverfront Area mixed use area specific polices. The area specific policies encourage a mix and relationship of uses with vertical mixed-use or freestanding multi-family buildings and that development adjacent to the Colorado River should work to activate and enhance the riverfront. Rezoning this property to MU-2 would allow development to develop the property in line with these policies.

•Lower Downtown Subarea and Functional Improvements: This property is identified within the Riverside Parkway Mixed Use Character Area in the Lower Downtown Subarea. The comprehensive plan indicates that this area should be developed with a mix of uses oriented towards both Riverside Parkway and the park areas along the Riverfront. Uses such as Hotels, entertainment, multifamily, and commercial uses and offices are all identified as acceptable development in this area. A rezone of MU-2 would be supported by this. Further, 1441 Winters Ave and the property to the north is identified as a potential functional improvement. Functional improvements are key improvements that will help ensure the area evolves in a way consistent with the community's vision. Specifically, 1441 Winters Ave is identified as an opportunity site. Opportunity sites are sites that are underutilized but would have a significant positive effect on activities and energy in the Lower Downtown Subarea if they were redeveloped. A rezone to MU-2 would be an important step in further implementing this portion of the comprehensive plan and further activating the Lower Downtown Subarea.

b) **Development Patterns**

The proposed zoning will result in logical and orderly development pattern(s).

As stated before, the Future Land Use Map identifies 1441 Winters Avenue and the property to the north as Mixed Use. The requested zoning of MU-2 is compatible with this designation since MU-2 is an implementing zone district of Mixed Use identified areas. The Future Land Use Map identifies Mixed Use as an appropriate use along the Riverside Parkway Corridor to further encourage more urban redevelopment of these properties adjacent to such amenities as Las Colonias Park and the Riverfront Trail. The adopted land use plan as included in the 2020 Comprehensive Plan encourages urban redevelopment in areas that have existing amenities nearby and infrastructure. Additionally, the proposed property results in a logical development pattern because it would be an extension of the other mixed-use areas along Riverside Parkway and the Colorado River and would have a significant effect on the further activation of the public and private spaces in lower downtown.

c) **Benefits**

The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

The community and area will benefit from this proposed request. The proposed zone provides an opportunity for housing with a range of density consistent with the Comprehensive plan along with commercial and institutional uses that can be supported by the additional housing. The further activation of this area will build on the city's previous efforts in the River District with the Dos Rios and Las Colonias projects. As stated earlier, the Comprehensive plan has identified this property as an opportunity site. Opportunity sites are sites that are underutilized but would have a significant positive effect on activities and energy in the Lower Downtown Subarea if they were redeveloped. A rezone to MU-2 would be a benefit to the community because it would be a step in further implementing this portion of the comprehensive plan and further activating the Lower Downtown Subarea.

Site Photos:

Looking at the Site from Across the St on Winters Ave

View of the Northeast Corner from Across the St on Riverside Parkway

View of the SE Corner from Across the Street on Riverside Parkway

Sawmill Property Aerial

N

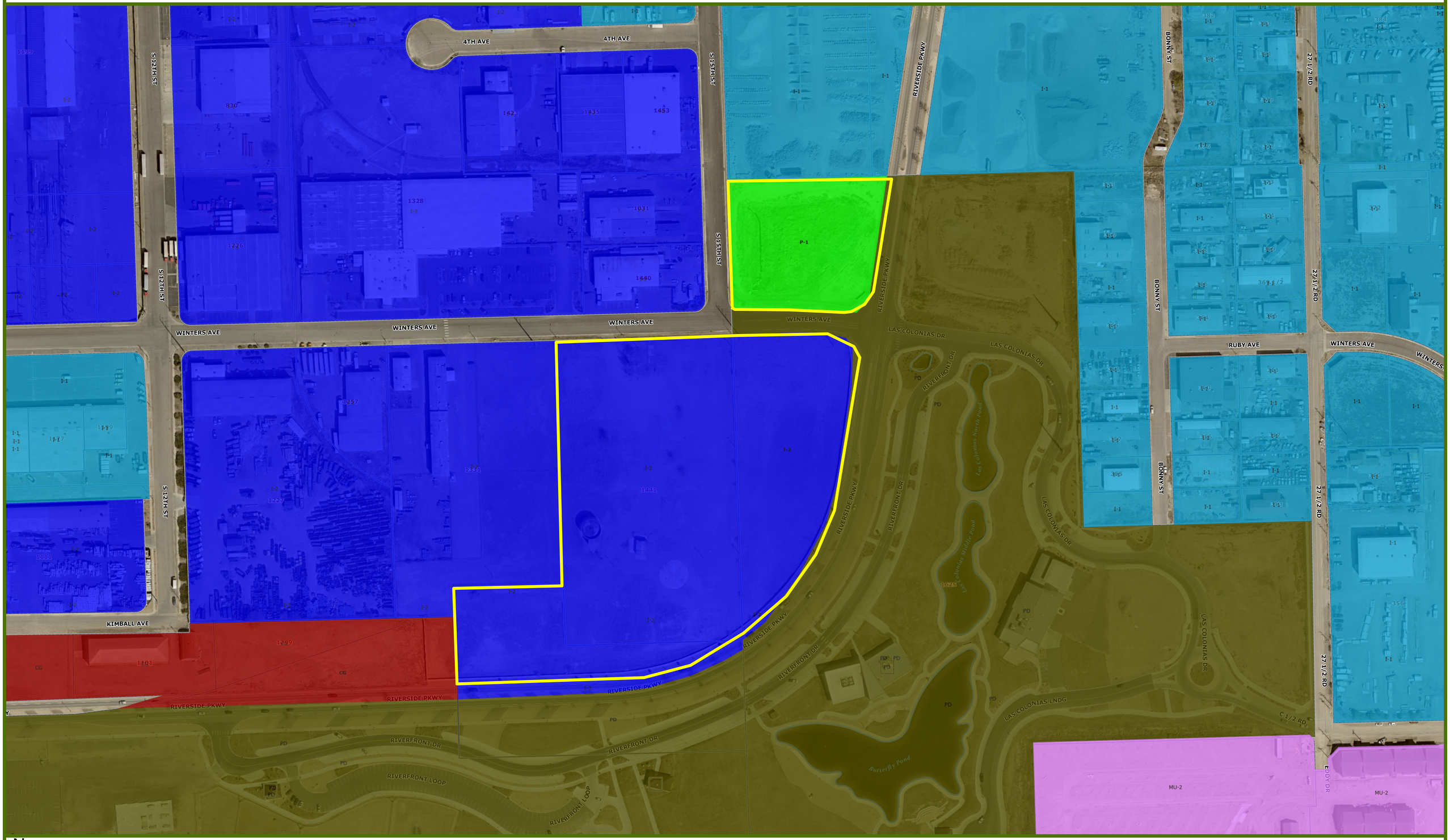
0 0.15 0.3 mi

Printed: 4/3/2024

1 inch equals 94 feet

Scale: 1:1,128

Sawmill Property Current Zoning



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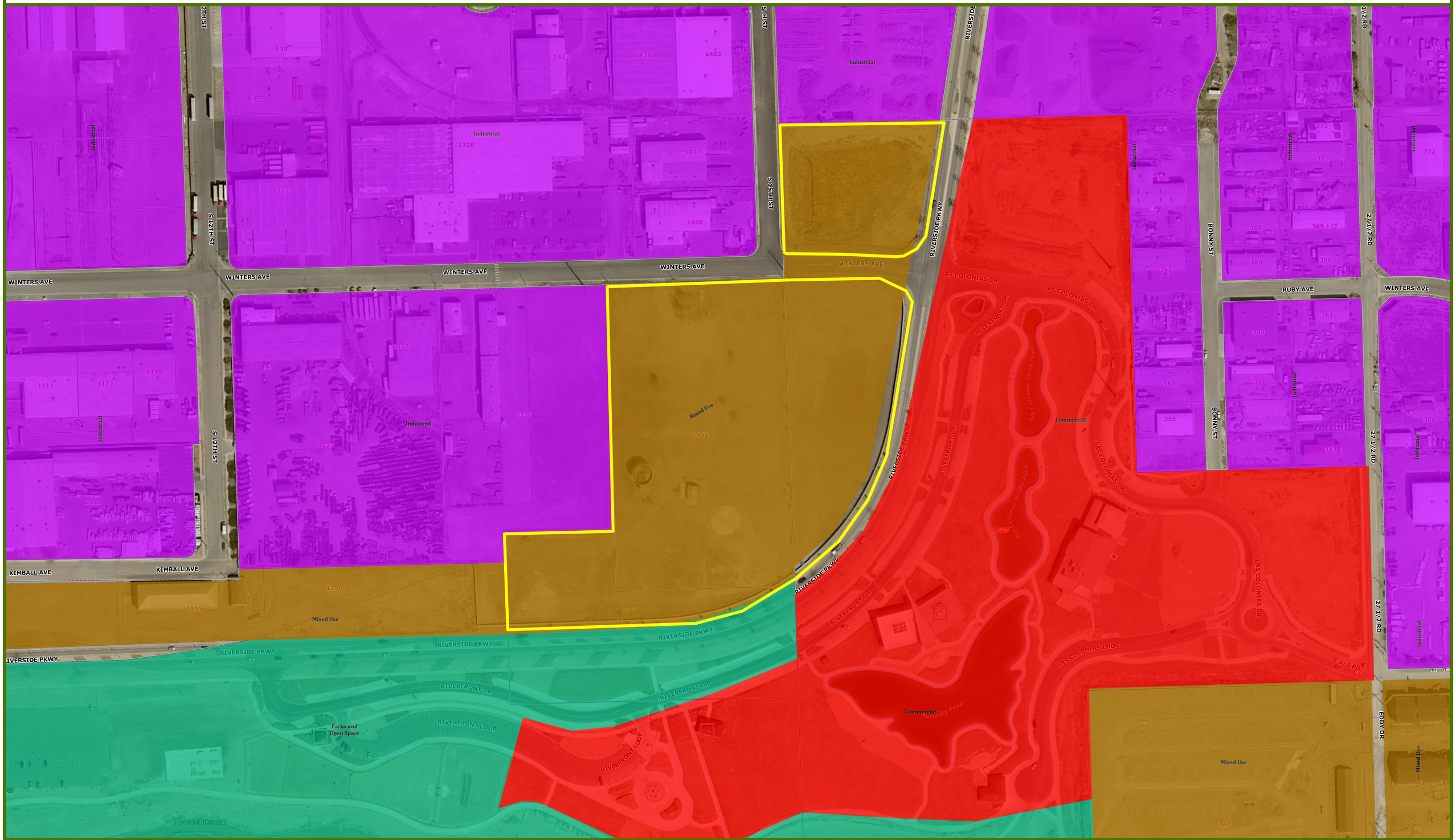
Printed: 4/3/2024

1 inch equals 94 feet

Scale: 1:1,128

Sawmill Property Future Land Use



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Printed: 4/3/2024

1 inch equals 94 feet

Scale: 1:1,128

GRAND JUNCTION PLANNING COMMISSION
June 11, 2024, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:33 p.m. by Chairman Teske.

Those present were Planning Commissioners; Ken Scissors, Shanon Secrest, Kim Herek, Sandra Weckerly, Keith Ehlers, and Ian Moore.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Dave Thornton (Principal Planner), Thomas Lloyd (Senior Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 33 members of the public in attendance, and 1 virtually.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from May 14, 2024.

   Commissioner Scissors moved to approve the consent agenda.
   Commissioner Weckerly seconded; motion passed 7-0.

REGULAR AGENDA

1. **Circulation Plan, Comp Plan & Neighborhood Plan Amendments CPA-2024-265**
   Consider a Request by City Community Development Department Staff to (1) Amend the Grand Junction Circulation Plan; (2) Amend the One Grand Junction Comprehensive Plan; and (3) Retire the Orchard Mesa Neighborhood Plan, Pear Park Neighborhood Plan, and Redlands Area Plan. **This item was continued to the June 25 Planning Commission Hearing.**

2. **Sawmill Rezone RZN-2024-236**
   Consider a request by the City of Grand Junction, Property Owner, to rezone a total of 14.38 acres from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) with 11.96 acres of the total acreage located at the southwest corner of Winters Avenue and Riverside Parkway intersection including 1441 Winters Avenue, the parcel abutting 1441 Winters Avenue on the east that is bordered by Riverside Parkway on the east and the south, and the parcel abutting 1441 Winters Avenue on the south with the southern border being the Riverside Parkway, and an additional parcel containing 2.42 acres of the total acreage at the northwest corner of the Winters Avenue and Riverside Parkway intersection.

   Staff Presentation
   Thomas Lloyd, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

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Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, June 4, 2024, via www.GJSpeaks.org.

Greg Gouth asked if a Traffic Impact Study had been conducted for this intersection. He expressed concerns about the introduction of residential uses into an otherwise commercial and industrial area.

Hollis Krenines asked why the City was developing the parcel instead of a private agency. She agreed that this was not an area for residential development.

Commissioner Weckerly asked why only a portion of the parcel was being rezoned.

Chairman Teske asked if the portion to be rezoned was accurately described

The public comment period was closed at 6:10 p.m. on June 11, 2024.

Discussion

Commissioner Ehlers noted that this rezone aligned with the Comprehensive Plan. He encouraged the public to continue their participation as the property developed and continue to question the City's capacity to develop land.

Commissioner Secrest provided some context about the development of the site and that a traffic impact study would not be completed until a use/building had been proposed and that tonight's hearing was a request to rezone the property.

Motion and Vote
Commissioner Ehlers made the following motion "Mr. Chairman, on the Rezone request for the parcels located at the southwest corner of Winters Avenue and Riverside Parkway intersection including 1441 Winters Avenue, the parcel abutting 1441 Winters Avenue on the east that is bordered by Riverside Parkway on the east and the south, and the parcel abutting 1441 Winters Avenue on the south with the southern border being the Riverside Parkway, and an additional parcel containing 2.42 acres of the total acreage at the northwest corner of the Winters Avenue and Riverside Parkway intersection, City file number RZN-2024-236, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Herek seconded; motion passed 7-0.

3. American Lutheran Church CPA & Rezone CPA-2024-143 & RZN-2024-144
Consider a request by American Lutheran Church for a Comprehensive Plan Amendment for 6.56 acres from Residential Low (2 to 5.5 du/ac) to Residential Medium (5.5 to 12 du/ac) and rezone the 6.56 acres from Residential 1 Retired (R-1R) to RM-8 (Residential Medium - 8).

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Chairman Teske recused himself from deliberating on this item.

Staff Presentation
Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for staff and applicant

Commissioner Weckerly asked if cluster provisioning would be allowed through the rezone. She asked if the property would need to be subdivided prior to the rezone. She asked if the Mixed Use landuse designations allowed residential uses and why the parcels zoned MU-1 and MU-2 were not included in the counts for residential properties in the City. She challenged Staff's interpretation that the Comp Plan Amendment to Residential Medium was necessary to improve affordability of the subsequent properties.

Commissioner Ehlers asked if the density calculation would be evaluated for the whole 6.5-acre parcel or if it only considered the ~2 acres where the residences would be developed. He asked for clarification on the bulk standards for multifamily development in an R-5 zone district.

Commissioner Secrest asked about site access.

Aaron Young with Kaart Planning gave a brief presentation and was available for questions.

Commissioner Ehlers asked why the parcel was not subdivided prior to the request for a comp plan amendment and rezone.

Commissioner Weckerly asked if there was enough flexibility in the current code to create cottage courts under an RL-4 or RL-5 zone designation.

Commissioner Moore asked if the intention was to subdivide the parcel prior to development. He asked if the code allowed the property to be developed at RM-8 density for the whole parcel prior to being subdivided.

Commissioner Secrest speculated on the future development should the parcel be rezoned to RM-8.

Commissioner Scissors asked if the church would still have some say in the development of the parcel once it had been subdivided from the larger acreage.

David Miller with American Lutheran Church spoke on the church's desire for the future development of the land and all the considerations leading up to this request. He indicated that Housing Resources of Western Colorado (HRWC) was the tentative buyer of the future ~2-acre parcel and that their intent was to provide attainable housing through a cottage court style development.

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Commissioner Ehlers asked what the tentative unit count was for the development. He asked Mr. Miller why the church was not developing the parcel themselves.

David Miller responded that the church needed the money from the sale of the land to help pay the church's mortgage.

Commissioner Weckerly asked if the City had previously amended the comp plan to increase residential density on a parcel.

Commissioner Scissors asked staff for context as to why they did not advise subdividing the parcel prior to the comp plan amendment and rezone request.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, June 4, 2024, via www.GJSpeaks.org.

Damon Davis expressed his interest in increasing housing stock in the area. He noted that attainable housing would allow employees for local businesses to move to Grand Junction.

Carlene Goldthwaite provided some statistics on housing affordability. She spoke about the "Yes in God's Backyard (YIGBY)" movement nationwide.

Todd Ousley, President of the Four Pines Subdivision HOA, expressed concerns about the density of the development being based on the larger acreage. He commented on the inadequacy of F ½ Rd to accommodate the increase in traffic created by this development. He asked about height restrictions in the RL-5 vs. RM-8 zone districts. He stated that the church's ability to pay their mortgage should not be a factor in the consideration of the rezone request.

Jamie Edwards with HRWC noted that their organization had no intention of "overdeveloping" the parcel or sneak anything past the neighbors.

Curtis Johnston advocated to keep the current landuse designation and develop the parcel at an RL-5 zoning instead.

Carol Bergman asked if the parcel would be rezoned to RM-12 in the future. She shared other's concerns about using the larger acreage for calculating density and stated the parcel should be split before rezone.

Hector Bran stated his concerns about traffic and parking problems created from the rezone and the impact the increased density would have on surrounding property values.

John Gordon stated his concerns about traffic and parking problems created from the rezone.

Leslie Gordon expressed her concerns about the church being demolished and the RM-8 zoning allowing future developers to create apartment buildings on the parcel.

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Jen Foster spoke about the landuse designations outlined in the current Comp Plan and that this rezone would not have a meaningful impact on housing availability or affordability.

Laura Ousley agreed that the parcel should be subdivided prior to development. She expressed concerns about the height restrictions for structures in the RM-8 zone district.

Valerie Carson, Reverand of the church, asked if there was a way for the Commission to add a contingency to the rezone request that the property be subdivided prior to development. She clarified that HRWC needed to be able to build 24 units in order to receive approval from their board, so anything less than RM-8 would not meet the minimum requirements. She brought up that F ½ Rd was already slated for improvement regardless of how this parcel developed.

Becky Delk shared concerns about the increased traffic and parking. She stated that the new development could block her view of the Grand Mesa.

Thomas Kierstead stated that there was no perfect solution for if the parcel should be subdivided prior to rezone or vice versa.

Katie Kierstead noted that the City had minimum off-street parking requirements for new developments.

Valerie Carson, David Miller, and Aaron Young responded to public comments.

Conversation ensued about how the parcel could develop at the 24-unit density.

The public comment period was closed at 8:16 p.m. on June 11, 2024.

Discussion

Commissioner Ehlers commented on the City's development requirements for simple and major subdivisions. He clarified the max heights for various zone districts. He expressed that he did not feel the comp plan amendment was necessary to create the desired density on the parcel.

Commissioner Herek stated her concerns with rezoning the parcel prior to subdividing. She expressed that she didn't think rezoning the whole parcel to RM-8 was appropriate.

Commissioner Secrest spoke about the potential for the project to change during the development and that despite ALC and HRWC's intentions, the property may end up getting sold to a different developer looking to maximize density.

Commissioner Moore stated the importance of upholding the Comprehensive Plan rather than amending it in the name of increased density. He speculated on whether it was appropriate to rezone the whole parcel to RM-8 regardless of future development and whether it fit the visions and goals of the overall community.

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Commissioner Weckerly spoke on the importance of upholding the Comprehensive Plan. She noted that an amendment to Residential Medium could allow future rezones to MU-1 which is not the intent of the current request. She commented on the projects around town that had stalled out halfway through development and that she didn't want to see that for this project.

Commissioner Scissors commented on the novelty of the seller/buyer for a development not being profit motivated. He said he was not as concerned about the Comp Plan amendment or the ramifications it had for the future development of the parcel.

Motion and Vote
Commissioner Ehlers made the following motion "Mr. Chairman, on the Comprehensive Plan Amendment request for the property located at 631 26 ½ Road, City file number CPA-2024-143, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Herek seconded; motion failed 5-1.

Commissioner Ehlers made the following motion "Mr. Chairman, on the Rezone request for the property located at 631 26 ½ Road, City file number RZN-2024-144, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report and with the condition that City Council approves the Comprehensive Plan Land Use Map Amendment to Residential Medium."

Commissioner Herek seconded; motion failed 5-1.

OTHER BUSINESS

ADJOURNMENT

Commissioner Ehlers moved to adjourn the meeting.
The vote to adjourn was 6-0.

The meeting adjourned at 8:45 p.m.

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ORDINANCE NO.

AN ORDINANCE REZONING APPROXIMATELY 14.38 ACRES FROM I-2 (INDUSTRIAL GENERAL) AND P-1 (Public Parks and Open Space) TO MU-2 (Mixed-Use Light Commercial) ZONE DISTRICT LOCATED AT THE NORTHWESET AND SOUTHWEST CORNER OF THE WINTERS AVE AND RIVERSIDE PKWY INTERSECTION

Recitals:

The property owner, City of Grand Junction, proposes a rezone from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) for 14.38 acres of land with 11.96 acres of the total acreage located at the southwest corner of the intersection of Winters Avene and Riverside Parkway and including the parcel at 1441 Winters Avenue, the parcel abutting 1441 Winters Avenue on the East that is bordered by Riverside Parkway on the East and the South, and the parcel abutting 1441 Winters Avenue on the South with the southern border being the Riverside Parkway, and an additional parcel containing 2.42 acres of the total acreage at the Northwest corner of the intersection of Winters Avenue and Riverside Parkway. Collectively the "Property." The Property is depicted on the attached drawing labeled as ___, which drawing is incorporated by this reference as if fully set forth.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code ("Code"), the Grand Junction Planning Commission recommended approval of changing the zoning from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) for Parcel A and Parcel B, finding that it is consistent with the One Grand Junction Land Use Map ("Plan") designation of Mixed-Use and the Plan's goals and policies.

After public notice and public hearing, the Grand Junction City Council finds that rezoning from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) for Parcel A and Parcel B is consistent with the vision, intent, goals, and policies of the Plan. The City Council further finds that the request for rezone to the MU-2 (Mixed-Use Light Commercial) zone district meets the stated criteria of Section 21.02.050(l)(3)(ii) of the Grand Junction Zoning and Development Code.

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

The Recitals are incorporated herein and in consideration of the same the Property is hereby duly and lawfully zoned MU-2 (Mixed-Use Light Commercial)

Property - Parcel A

A portion of a parcel of land described at Reception Number 1796705, Lot 5 and a portion of Lot 6 in Colorado West Development Park Filing 2 same as recorded in Reception Number 1139503 and vacated Right-of-Way as described in Ordinance 2157 and the same as recorded in Reception Number 1349053 located in the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section

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24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 24, whence the Center Quarter Comer bears N89°57'33"E using the Mesa County Local Coordinate System (MCLCS) with all other bearings herein being relative thereto; thence from said Point of Commencement, N54°00'18"E, a distance of 1,635.40 feet to the Northeast Corner of said Lot 5, Colorado West Development Park - Filing No. 2 being the Point of Beginning; thence NOO°22'00"W, a distance of 6.76 feet along the West line of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of said Section 24; thence N89°48'41"E, a distance of 122.54 feet; thence Southeasterly along the arc of a 774.00 foot radius curve concave Southerly, a distance of 117.77 feet thru a central angle of 08°43'06" whose chord bears S85°49'47"E, a distance of 117.66 feet; thence Southeasterly along the arc of a 66.50 foot radius curve concave Southwesterly, a distance of 106.26 feet thru a central angle of 91°33'05" whose chord bears S35041'41"E, a distance of 95.31 feet; thence S10°04'51"W, a distance of 237.97 feet; thence Southwesterly along the arc of a 576.50 foot radius curve concave Northwesterly, a distance of 798.56 feet thru a central angle of 79°213'54" whose chord bears S49°45'48"W a distance of 736.23 feet; thence S89°26'45"W, a distance of 350.47 feet; thence NOO°20'37"W, a distance of 227.59 feet to the Southwest corner of Lot 4 in said Colorado West Development Park - Filing No. 2; thence N89°39'23"E, a distance of 253.00 feet along the South line of said Lot 4 to the Southeast comer of said Lot 4; thence NOO°20'37"W, a distance of 562.79 feet along the East line of said Lot 4 to the Northwest comer of said Lot 5 in Colorado West Development Park - Filing No. 2 ; thence N89°58'39"E, a distance of 410.43 feet along the North line of said Lot 5 to the Point of Beginning. Except that portion of Right-of-Way as dedicated and described in Reception Number 2297517. Said parcel being comprised of 521,049 Square Feet or 11.96 Acres, more or less as described.

Property - Parcel B

A portion of a parcel of land described in Reception Number 1796705, located in the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado being more particularly described as follows:

Beginning at the Northwest Sixteen (NW1/16) Comer of said Section 24, thence from said Point of Beginning, N89°58'16"E, a distance of 375.78 feet along the North line of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4); thence S10°03'53"W, a distance of 260.17 feet; thence Southwesterly along the arc of a 67.00 foot radius curve concave Northwesterly, a distance of 103.79 feet thru a central angle of 88°45'36" whose chord bears S54°26'41"W, a distance of 93.72 feet; thence Northwesterly along the arc of a 826,00 foot radius curve concave Southerly, a distance of 129.94 feet thru a central angle of 09°00'495" whose chord bears N85°401'55"W, a distance of 129.81 feet; thence S89°48'41"W, a distance of 122,70 feet to a point on the West line of said Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of said Section 24; thence NOO°21'59"W, a distance of 301.11 feet along said West line to the Point of Beginning.

Said parcel being comprised of 105,222 Square Feet or 2.42 Acres, more or less as described.

The basis of bearings is the south line of the Northwest Quarter of said Section 24, N89°57'33"E using the Mesa County Local Coordinate System (MCLCS).

INTRODUCED on first reading this 3rd day of July 2024 and ordered published in pamphlet form.

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ADOPTED on second reading the ____ day of ___ 2024 and ordered published in pamphlet form.

_____
Abe Herman
President of the City Council

ATTEST:

_____
Selestina Sandoval
City Clerk

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Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: July 3, 2024

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, AICP, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance for a Comprehensive Plan Amendment for 6.56 Acres from Residential Low (2 to 5.5 du/ac) to Residential Medium (5.5 to 12 du/ac) for the American Lutheran Church property located at 631 26 ½ Road and Setting a Public Hearing for July 17, 2024

RECOMMENDATION:

The Planning Commission heard the request at its June 11 meeting and voted (5 to 1) to recommend denial.

EXECUTIVE SUMMARY:

The Property Owner, American Lutheran Church is requesting a Comprehensive Plan Amendment from Residential Low (2 to 5.5 du/ac) to Residential Medium (5.5-12 du/ac) for property located at 631 26 ½ Road on 6.56 acres in the Horizon Planning Area near St Mary's Hospital. The subject property has an existing church building with approximately two acres of the site remaining vacant.

The property owner is requesting an amendment to the 2020 One Grand Junction Comprehensive Plan in anticipation of future residential subdivision development on the vacant portion of their property. The zone districts of RM-8 and RM-12 implement the requested Land Use Map amendment to Residential Medium. The rezone request to RM-8 is being considered separately and not included in this staff report.

BACKGROUND OR DETAILED INFORMATION:

The new Zoning and Development Code (ZDC) became effective on January 21, 2024. The property is currently designated Residential Low on the Land Use Map and zoned Residential 1 Retired (R-1R). The development rights and dimensional standards are found in the ZDC however with the retired status of this zone district no

new properties will be rezoned to this district and the zoning no longer implements any Land Use designation of the Comprehensive Plan.

The property was zoned Residential-1 (R-1, one du/acre) at the time of annexation in August 2000. With the ZDC update effective January 21, 2024, the R-1 zone district became Residential 1 Retired (R-1R). The requested amendment to a Residential Medium Land Use designation is being requested on the subject property first. In addition, the Comprehensive Plan adopted in 2020 established a new urban minimum density of two dwelling units per acre which further promoted the retiring of all zone districts that can ‘t meet the minimum densities of the Comprehensive Plan, R-1 being one of those.
The Property Owner, American Lutheran Church, is requesting a Comprehensive Plan Amendment from Residential Low (2 to 5.5 du/ac) to Residential Medium (5.5-12 du/ac) for property located at 631 26 ½ Road on 6.56 acres in the Horizon Planning Area near St Mary’s Hospital. The subject property has an existing church building with approximately three acres of the site remaining vacant.

Surrounding properties have a mix of residential land use designations. The area to the east is designated Residential Low and zoned RL-4 (Residential Low 4), to the south is designated Residential Medium and zoned RM-8, to the north and west is designated Residential Low and zoned R-2R (Residential 2 Retired) to the west and R-1R and R-2R to the north. Both the R-1R and R-2R zone districts are retired zone districts and no longer zone districts that properties would be rezoned to or implement any of the land use designations of the One Grand Junction Comprehensive Plan.

In proximity are two churches located to the east at 632 26 ½ Road and 641 Horizon Drive. The Cappella Assisted Living Facility with full-time residents is located to the southeast within 200 feet of this property. This facility includes 84 beds, for a density of 8.8 dwelling units per acre.

A large “Employment Center” as identified in the One Grand Junction Comprehensive Plan is located to the south approximately ¼ of a mile. This employment area includes many facilities of the region’s medical community including St Mary’s Hospital. Health and medical care are major industries and continue see employment growth.

The proposal for residential development within the range of 5.5 and 12 dwelling units per acre will support the St Mary’s Employment and services center. The approximately three acres of developable land area on this property lends itself to residential infill development.

The subject property has sewer service and all other urban amenities to the property. Urban infill development is also supported in this area by the City’s plans to reconstruct 26 ½ Road from Horizon Drive to Summer Hill Way in the next couple of years. The project is currently in the design phase with construction budgeted. This multi-modal corridor will include safer vehicular travel and facilities for pedestrian and bicycle traffic along the nearly 2-mile section of roadway. The new 26 ½ Road corridor will support

and promote pedestrian and bicycle travel to the St Mary's employment area and points south to downtown.

The Property Owner is requesting to amend the Comprehensive Plan Land Use Map from Residential Low to Residential Medium which is the same category found adjacent to the south of the subject property. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan which classifies it as an urban infill area. The request for a Comprehensive Plan Amendment is accompanied by an ordinance.

NOTIFICATION REQUIREMENTS

A Neighborhood Comment Meeting regarding the proposed Comprehensive Plan Amendment and Rezone was held on March 4, 2024, in accordance with Section 21.02.030(c) of the ZDC. The Applicant, Applicant's representative and City staff were in attendance, along with more than 20 members of the public. In general, issues and concerns expressed included traffic, school closure, setbacks, the process for rezoning and comprehensive plan amendment, community growth, parking requirements, and high density. A development application was submitted to the City of Grand Junction for review in March 2024.

Notice was completed consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject property was posted with an application sign on April 19, 2024. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 31, 2024. The notice of the Planning Commission public hearing was published on June 4, 2024, in the Grand Junction Daily Sentinel. An online public hearing with an opportunity for public comment was held between June 4, 2024, and June 10, 2024, through the GJSpeaks.org platform.

ANALYSIS

Presently, the Comprehensive Plan designates the subject property as Residential Low on the Land Use Map. The Applicant is requesting to change the Land Use Map from Residential Low to Residential Medium to allow for an increase in residential development density on the site, allowing for an overall density between 5.5 and 8 dwelling units per acre.

The primary land uses found in the Residential Medium Land Use category are small lot single-family residential and medium density multifamily providing a range of housing types and densities. This request for Residential Medium land use would expand the existing Residential Medium land use area already existing to the south of the subject property and increase density in the area.

Secondary land uses in Residential Medium include open space and parks, schools, places of worship, home-based businesses, public/institutional uses, and other complementary neighborhood uses. The existing church use conforms to the proposed

Residential Medium land use designation.

The criteria for review are set forth in Section 21.02.050(e)(4)(iii) of the Zoning and Development Code, which provides that the Planning Commission and City Council shall review a Comprehensive Plan Amendment request in light of the following criteria:

(A) The existing Comprehensive Plan and/or any related element thereof requires the proposed amendment; and
The current Residential Low land use designation on the subject property permits low-density single-family and multifamily development with densities of up to 5.5 dwelling units per acre and greater than 2 dwelling units per acre. The zone districts that implement this land use designation include RL-4 and RL-5.

The proposed RM-8 Zone District is not permitted in a Residential Low Land Use designated area and, therefore, does not implement the current land use designation. The request to rezone from R-1R to RM-8 requires that a Comprehensive Plan Amendment to the Land Use Map be accomplished before a rezone to RM-8 can be considered. The related element is that since a Residential Medium Land Use designation is required for RM-8 zoning to be applied, an amendment to the Comprehensive Plan Land Use Map is required and thus requires the proposed amendment. Note, the request to rezone the property to RM-8 will be conditioned with a requirement that the Land Use Map be amended to a Residential Medium Land Use designation before a change to RM-8 zoning can become effective.

Therefore, Staff finds that this criterion has been met.

(B) The community or area will derive benefits from the proposed amendment; and/or
The requested RM-8 zone district will provide an opportunity for housing within a range of density that is consistent with the needs of the growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types that meet the needs of all ages, abilities, and incomes identified in Plan Principle 5: Strong Neighborhoods and Housing Choices of the One Grand Junction Comprehensive Plan. In addition, the Comprehensive Plan was done at a high level, and now as we look more closely at this area and consider the other changes in the area, such as the rezoning of the parcels immediately to the south to RM-8 since the adoption of the Comprehensive Plan, the Village Co-Op housing project being constructed under RH-24 zoning and the construction of the Juniper Ridge Charter School being built just to the south, the subject property is located in an area that is appropriate for an increase in density and housing options.

The amount of Residential Medium designated land and Residential Low designated land within the Urban Development Boundary (UDB) of the Comprehensive Plan greatly differs. There are more than 12,000 acres of Residential Low designated lands, whereas there are less than 6,000 acres of Residential Medium designated lands. With a 2 to 1 ratio over Residential medium designated lands, a change to the Land Use

Map approving a Residential Medium designation on the subject property is a benefit to the community. It provides for a higher range of density that accommodates housing types that include smaller footprints, less square footage, smaller yards, even housing with no yards, all of which can lower housing costs and provide housing for the population needing housing but can't afford the single-family home on a quarter acre lot.

Therefore, Staff finds that this criterion has been met.

(C) The amendment will be consistent with the vision, goals, principles, and policies of the Comprehensive Plan and the elements thereof.
The proposed Land Use Map Amendment to Residential Medium (5.5-12 du/ac) implement's the following Plan Principles, goals and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth
Goal: Support fiscally responsible growth…that promote a compact pattern of growth…and encourage the efficient use of land.
Goal: Encourage infill and redevelopment to leverage existing infrastructure.

The existing 26 ½ Road corridor is currently in the design phase for a multi-modal facility with construction to occur in the next two years as part of the 70 million in capital projects approved by voters in 2019. The project reconstructs this important north-south transportation corridor and provides a direct route for the subject property to the St Mary's employment area and to 7th Street south of Patterson Road to downtown. Increasing housing on the subject property will provide additional residents access to this corridor for their transportation needs and within a walkable/bikeable distance to a major employment center. The subject property has existing sewer service and all other urban amenities serving it.

Plan Principle 5: Strong Neighborhoods and Housing Choices
Goal: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.

As stated above the Residential Medium land use designation provides for a higher range of density that accommodates housing types that include smaller footprints, less square footage, smaller yards, even housing with no yards, all of which can lower housing costs and provide housing for the population needing housing but can't afford the single-family home on a quarter acre lot.

Intensification and Tiered Growth Plan. The subject property is located within Tier 1, where the Comprehensive Plan focuses on intensifying residential density through infill and redevelopment. The Plan directs development toward vacant and underutilized parcels. Development of this parcel will provide development

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Comprehensive Plan Amendment CPA-2024-143 request for a Comprehensive Plan Amendment from Residential Low (2 to 5.5 du/ac) to Residential Medium (5.5 to 12 du/ac) for the property located at 631 26 ½ Road, the following findings of facts has been made.

1. The request has met the Comprehensive Plan Amendment criteria in Section 21.02.050(e)(4)(iii) of the Zoning and Development Code.

The Planning Commission recommended 5 to 1 denial of the requested Comprehensive Plan Amendment.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on the type of use.

SUGGESTED MOTION:

I move to introduce an ordinance amending the Comprehensive Plan Land Use Map to Residential Medium and set a public hearing for July 17, 2024.

Attachments

1. Development Application
2. Site Location, Aerial, Future Land Use & Zoning Maps, etc
3. Neighborhood Meeting Notes
4. Public Comments Received thru June 11th
5. Planning Commission Minutes - 2024 - June 11 - DRAFT
6. ORD-American Lutheran CP amend 20240619

CITY OF Grand Junction COLORADO

PUBLIC WORKS & PLANNING

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Comprehensive Plan Amendment; Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation	Residential Low	Existing Zoning	R-1R
Proposed Land Use Designation	Residential Medium	Proposed Zoning	RM-8

Property Information

Site Location:	631 26 1/2 Rd.	Site Acreage:	6.5
Site Tax No(s):	2945-023-00-072	Site Zoning:	R1R
Project Description:	Comp Plan Amendment to Residential Medium; Rezone to RM-8		

Property Owner Information		Applicant Information		Representative Information	
Name:	American Lutheran Church	Name:	Kaart	Name:	Kaart
Street Address:	631 26 1/2 Rd.	Street Address:	734 Main St.	Street Address:	734 Main St.
City/State/Zip:	G.J. CO 81506	City/State/Zip:	G.J. CO 81501	City/State/Zip:	G.J. CO 81501
Business Phone #:		Business Phone #:	241-0745	Business Phone #:	241-0745
E-Mail:	pastor.valerie.carlson@gmail.c	E-Mail:	Ty@kaart.com	E-Mail:	Ty@kaart.com
Fax #:	n/a	Fax #:	n/a	Fax #:	n/a
Contact Person:	Valerie Carlson	Contact Person:	Ty Johnson	Contact Person:	Ty Johnson
Contact Phone #:		Contact Phone #:	241-0745	Contact Phone #:	241-0745

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application		Date	3/12/2024
Signature of Legal Property Owner	Rev. Valerie Carlson	Date	3/14/2024

734 Main Street
Grand Junction
CO 81501
970.241.0745
planning@kaart.com

American Lutheran Church
Comp Plan Amendment and Rezone
631 26 ½ Rd.
March 11, 2024
General Project Report

Project Description

The subject property is approximately 6.5 acres in size and is located at 631 26 ½ Rd., as displayed below.

This application requests a comprehensive plan amendment and a rezone for the subject property. The request is to change the future land use designation of the subject property

from Rural Low to Residential Medium, and a rezone to change the subject property from the R-1R zone district to the RM-8 zone district.

The applicant intends to execute a simple lot split, after the rezone, to sell a portion of their property that is currently unused. The applicant is currently maintaining and paying taxes on a large portion of their property, and it is in the applicant's best interest to sell that portion to help retire existing debt on the remaining portion of the property.

Public Benefit (of the entire project):

This project, if approved, will benefit the community as it will increase the acreage of land in the community that is zoned for medium density housing. The housing shortage and lack of affordability is well documented in our community, as is the lack of medium density housing and land zoned for medium density housing. This location is perfect for medium density housing given its close proximity to St. Mary's, the largest employer in Mesa Co., and associated medical uses along Patterson Rd. An RM-8 housing product at this location will attract future residents that are employed by St. Mary's, as they will have the ability to walk to work.

An additional public benefit to this project is that it is infill with existing built ROW and public utilities surrounding the property. Future development will take advantage of existing public infrastructure and prevent sprawl, which burdens the taxpayer due to the extension of public infrastructure.

Neighborhood Meeting

A neighborhood meeting was held on Monday, March 4th at the American Lutheran Church. The meeting had approximately 27 attendees and lasted from 5:30 - 6:30 pm. I presented an overview of the comp plan amendment and rezone request and described the process involved. A packet was handed out to attendees that defined the process and included an excerpt from the City of Grand Junction zoning code that defines the RM-8 zone district. Dave Thornton was present and addressed questions periodically throughout the meeting as they related to the City's process and plans.

The following is a summary of the primary concerns and questions raised during the meeting:

- Why is the applicant making this request?
- Concerns about traffic
- Questions about why schools are shutting down if we need housing
- Setbacks?
- What will be built there?
- How often do comp plan amendments happen?
- Process
- Was the RL-5 zone district considered?
- Questions for the City
    - What would it take for the City to not recommend approval
    - Community growth
    - Schools
    - Comp Plan process
- Complaints about nearby high density and elderly drivers
- Parking requirements. Where will cars park?

Project Compliance, Compatibility, and Impact

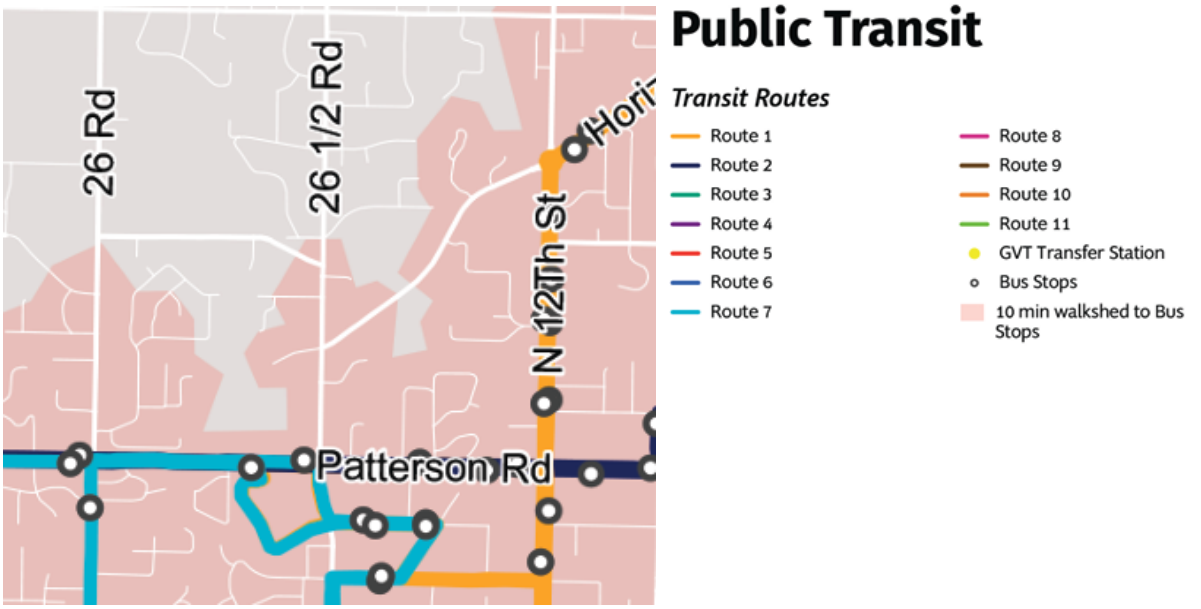
Adopted Plans and/or Policies

The subject property is designated as Residential Low in the future land use map of the comprehensive plan. This application proposes to change the future land use designation on the subject property to Residential Medium. The subject property is adjacent to property with Residential Medium future land use designation to the south and property with Residential High future land use designation to the southeast, as depicted in the figure below.

The land use designation descriptions from the Comp Plan provide a detailed description of what development in each land use designation should look like. This property is more consistent with the description of the residential medium land use designation, as shown in the table below.

Residential Low Characteristics	Residential Medium Characteristics
Provide a transition between the open, less-developed edges of Grand Junction and the denser urban areas toward the City's center.	Typically located in areas within walking distance of services and amenities and public transit.
May be located where public services and infrastructure are limited.	Provides housing near commercial and employment areas.

The property is located within a 10-minute walkshed of major transit routes on Patterson Rd., as shown in page 101 of the Comp Plan and below. Also of note is that the Comp Plan has designated Patterson Rd. as a potential bus rapid transit (BRT) corridor. Low density housing along major transit routes is a very poor use of land, and medium or high density housing at this location would provide a much greater benefit to our community as a whole, given proximity to existing and future public transit.



The proposed development meets a number of the goals and policies of the new 2020 Comprehensive Plan:

Plan Principle 2: Resilient and Diverse Economy

Policy 6. Invest in key infrastructure that supports business
Objective a. Attainable Housing.
Encourage the development of attainable housing for early and mid-career employees consistent with the City's housing goals.

Plan Principle 3: Responsible and Managed Growth

Policy 1. Intensification and Tiered Growth.
Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority). Periodically consider necessary updates to the Tiers. i. Tier 1: Urban Infill ii. Tier 2: Suburban Infill iii. Tier 3: Rural Areas and County Development

Policy 2. Encourage infill and redevelopment to leverage existing infrastructure.

Policy 6. Support the development of neighborhood-centered commercial uses and mixed-use development.
Objective c. Walkable Centers
Support the development of walkable community/neighborhood commercial centers that provide a variety of services and amenities to the immediate area, expand housing options, and/or provide live-work opportunities. Centers will vary in size and type but should be located consistent with the Commercial and Industrial Areas Framework Map.
Objective d. Density/Intensity
Encourage the transition of low-intensity or otherwise obsolete single-use centers to higher intensity, mixed use centers over time. Emphasize strategies that will expand housing options and available services within the immediate neighborhood.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Policy 1. Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

Objective a. Supply of Land
Monitor and periodically update the Land Use Plan to ensure the City has an adequate supply of land designated for a wide variety of housing types based on demand.
Objective b. Geographic Diversity
Ensure that the Land Use Plan accommodates a mixture of housing types and sizes in all areas of the city, including single-family and multi-family home types at varying densities, sizes, and price points.
Objective c. Housing Types
Promote a variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character.

Policy 4. Promote the integration of transportation mode choices into existing and new neighborhoods.
Objective b. Connectivity and Access.
Promote housing density located near existing or future transit routes and in areas where pedestrian and bicycle facilities can provide a safe and direct connection to neighborhood and employment centers.

Policy 5. Foster the development of neighborhoods where people of all ages, incomes, and backgrounds live together and share a feeling of community.
Objective b. Connectedness
Continue to implement programs and events that convene neighborhoods, help build relationships, and foster a feeling of connectedness among neighbors, especially those that are underserved or identify as minorities.

Land Use and Growth Framework
"Policies also encourage higher density development in areas located within urban intensification areas as well as priority growth areas such as the city's core, University District, Downtown District, and areas along transit corridors." (pg. 54 Comp Plan).

Surrounding Land Use

The subject property is currently surrounded by single-family residential development to the west, vacant property to the south, multi-family residential to the easet, and single-family residential to the north.

Availability of Utilities

- Sanitary Sewer: City of Grand Junction
- Water: Ute Water
- Storm Sewer: NA
- Gas: Excel
- Irrigation: GVIC

Approval Criteria

Section 21.02.050(e)(4)(iii) of the GJMC states that, "The Planning Commission and City Council shall review a Comprehensive Plan Amendment request in light of the following criteria: "

(A) The existing Comprehensive Plan and/or any related element thereof requires the proposed amendment; and

Response: First, it is important to note that the Comp Plan details the fact that the land use map must be periodically updated to stay relevant with the changes in housing demand in the community. Objective a. under Policy 1.1 of Plan Principle 5 states, "Monitor and periodically update the Land Use Plan to ensure the City has an adequate supply of land designated for a wide variety of housing types based on demand."

The Grand Valley Housing Needs Assessment was updated after the Comp Plan was adopted and provided an update on the housing demand in the community. It is well documented that the community needs more medium density housing in order to meet the demographic changes and growth in the community.

The land use designations of the future land use map are all assigned definitions with specific characteristics. The Comp Plan requires this proposed amendment to Residential Medium, as this property does not fit the characteristics of the Residential Low land use designation as shown below.

This requested change in land use designation for the subject property is needed in order for many components of the Comp Plan to be implemented. The Comp Plan emphasizes

the importance of infill development, providing diverse housing choices, and creating a community that is connected by multiple modes of transit to employment and commercial uses. The following policies and principles from the Comp Plan illustrate the need for this request to be approved in order for the Comp Plan to be implemented.

Residential Low Characteristics	**Residential Medium Characteristics**
Provide a transition between the open, less-developed edges of Grand Junction and the denser urban areas toward the City's center.	Typically located in areas within walking distance of services and amenities and public transit.
May be located where public services and infrastructure are limited.	Provides housing near commercial and employment areas.

The subject property is in the core of Grand Junction and located where public services and infrastructure are in abundance. It is within a 10-minute walkshed of major transit routes along Patterson Rd. and a defined major employment center of St. Mary's.

Finally, the Comp Plan requires this amendment in order to achieve its vision for strong neighborhoods and housing. The below principles and policies emphasize the need for diverse housing types

Plan Principle 5: Strong Neighborhoods and Housing Choices

Policy 1. Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

Objective a. Supply of Land

Monitor and periodically update the Land Use Plan to ensure the City has an adequate supply of land designated for a wide variety of housing types based on demand.

Objective b. Geographic Diversity

Ensure that the Land Use Plan accommodates a mixture of housing types and sizes in all areas of the city, including single-family and multi-family home types at varying densities, sizes, and price points.

Objective c. Housing Types

Promote a variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character.

This criterion has been met.

(B) The community or area will derive benefits from the proposed amendment; and/or
Response: This property has been vacant and underutilized for decades, while housing needs in the City have increased dramatically. The City has dedicated a lot of time and resources to making housing more available and to identify needed housing types. Those studies have called for more housing that is consistent with and will be provided by the Residential Medium land use designation.

The below excerpt from the Grand Valley Housing Needs Assessment illustrates how far behind our community is when it comes to medium density housing.

> *Over the past decade 5,391 single-family units and only 759 multifamily units have been permitted, around 87% of those multifamily units were in structures with 5 or more units. The level of multifamily development has not kept up with the increase in renter households. (pg. 8)*

> *According to estimates from the Comprehensive Plan, the Sewer 201 Boundary will grow to 103,623 in 2025, 110,036 in 2030, 117,360 in 2035 and in 2040 the population estimate is 124,220. With a 2.2 persons/household average, and a population increase of 25,401 people, the Persigo Sewer 201 area will need 11,546 additional dwelling units through 2040. That is an average of 577 new dwelling units annually. (pg. 39)*

Building permits issued across Mesa County since 2020 indicate that building activity is not keeping up with the demand for housing, especially the demand for medium density housing. The table below shows building permits issued in the City of Grand Junction to date since 2020 by housing type. The community will benefit from more medium density housing.

Year	One Family	Two Family	Multi Family
2020	507	9	12
2021	540	4	19
2022	360	1	11
2023	272	3	25
2024 (Jan & Feb)	53	0	6
Total	1,732	17	73

This criterion has been met.

(C) The amendment will be consistent with the vision, goals, principles, and policies of the Comprehensive Plan and the elements thereof.
Response: This proposed amendment is consistent with the vision, goals, principles, and policies of the Comp Plan as detailed in pages 3-6 of this report
This criterion has been met.

Section 21.02.050(I)(3)(ii) of the GJMC states that Review Criteria An applicant for Rezoning has the burden of producing evidence that proves each of the following criteria:
(A) Consistency The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.
Response: RM-8 zoning is one of the implementing zone districts for the Residential Medium land use designation. Additionally, the proposed RM-8 zoning is consistent with the vision, goals, principles, and policies of the Comp Plan as detailed in pages 3-6 of this report.
This criterion has been met.

(B) Development Patterns The proposed zoning will result in logical and orderly development pattern(s).
Response: The subject property is adjacent to multifamily housing to the east, medium density zoned vacant land to the south, and lower density single-family residential to the

north and west. Medium density residential in this location is logical in that it continues with the existing development pattern of the area, as it provides a buffer between high density zoning to the east and southeast and the lower density single family uses to the west and north. Additionally, medium density zoning along 26 ½ Rd. is logical as it is a major thoroughfare with planned infrastructure improvements. The subject property is walking distance to a major employment center and major transit routes along Patterson Rd.

This criterion has been met

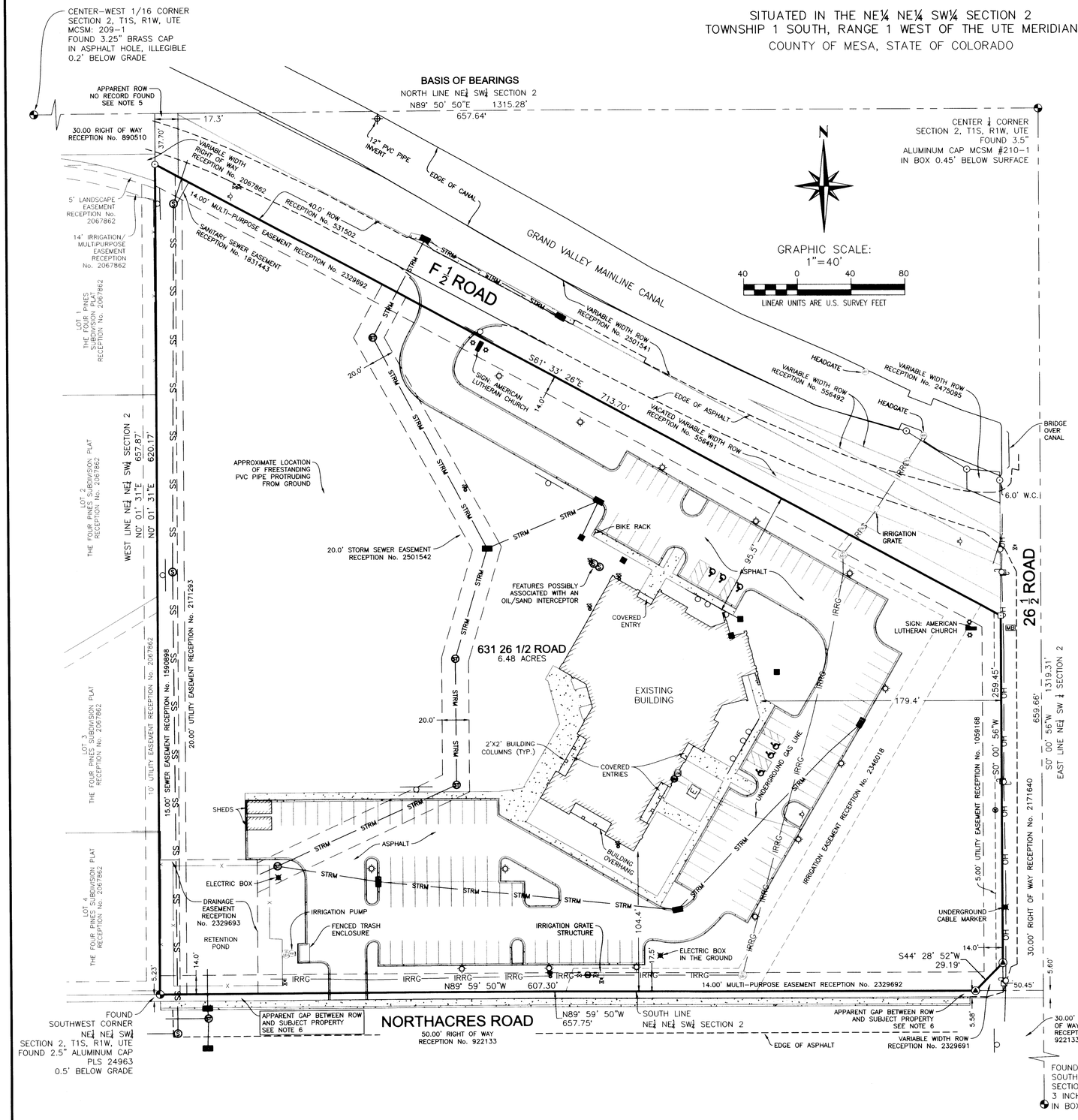
(C) Benefits The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

Response: The proposed change provides a significant benefit to the community as it implements the Comp Plan in many ways and creates more medium density zoned land to improve upon the housing issue that was well documented on pages 9-10 of this narrative.

This criterion has been met

IMPROVEMENT SURVEY

SITUATED IN THE NE¼ NE¼ SW¼ SECTION 2
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



LEGAL DESCRIPTION:

All that part of the NE¼ NE¼ SW¼ of Section 2, Township 1 South,
Range 1 West of the Ute Meridian, lying South of the right of way of the Grand Valley Irrigation Company Canal;
EXCEPT all that part as conveyed by deed recorded December 8, 1950 in Book 537 at Page 338, for highway purposes;
EXCEPT all that part as conveyed by deed recorded March 14, 1952 in Book 562 at Page 526;
AND EXCEPT the East 30.00 feet thereof as conveyed to the City of Grand Junction by deed recorded January 8, 2004 in Book 3566 at Page 173, Reception No. 2171294
and corrected by Deed recorded January 12, 2004 in Book 3567 at Page 133, Reception No. 2171640.

Said parcel contains 6.49 ACRES.

ABBREVIATIONS:

N	NORTH
S	SOUTH
E	EAST
W	WEST
T	TOWNSHIP
R	RANGE
MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT OF WAY
SIMS	SURVEY INFORMATION MANAGEMENT SYSTEM
PLS	PROFESSIONAL LAND SURVEYOR
No.	NUMBER
GPS	GLOBAL POSITIONING SYSTEM
ID	IDENTIFICATION
SQ	SQUARE
FT	FEET
AVE.	AVENUE
ST.	STREET
CT.	COURT
LN.	LANE
DR.	DRIVE
U.S.	UNITED STATES
L.C.E.	LIMITED COMMON ELEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
W.C.	WITNESS CORNER

LEGEND:

FOUND SURVEY MARKER AS DESCRIBED	
FOUND No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 20677	
FOUND No. 5 REBAR WITH ILLEGIBLE 2 INCH ALUMINUM CAP	
SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904	
EXISTING UTILITY POLE	
EXISTING SIGN	
EXISTING ELECTRIC TRANSFORMER	E
EXISTING ELECTRIC METER	
EXISTING GAS METER	
EXISTING CAN LIGHT	
EXISTING SANITARY SEWER MANHOLE	S
EXISTING SANITARY SEWER CLEANOUT	
EXISTING WATER VALVE	
EXISTING FIRE HYDRANT	
EXISTING WATER METER	
EXISTING STORM INLET	
EXISTING AREA INLET	
EXISTING IRRIGATION MANHOLE	IRR
EXISTING IRRIGATION FEATURE	IRR
EXISTING WATER MANHOLE	W
EXISTING STORM MANHOLE	ST
EXISTING LIGHT POLE	
EXISTING UTILITY PEDESTAL	
EXISTING UNDERGROUND ELECTRIC LINE	UGE
EXISTING UNDERGROUND IRRIGATION LINE	IRRG
EXISTING SANITARY SEWER LINE	SS
EXISTING STORM SEWER LINE	STRM
EXISTING OVERHEAD UTILITY LINE	OH
EXISTING FENCE LINE	X
EXISTING CONCRETE	

SURVEYOR'S CERTIFICATION:

I, Patrick W. Click, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat represents a field survey completed by me and / or under my direct supervision. Both conform to the standards of practice, statutes and laws of the State of Colorado to the best of my knowledge and belief. This statement is not a guaranty or warranty, either expressed or implied.

COLORADO LICENSED
PATRICK W. CLICK
37904
8-21-23
PROFESSIONAL LAND SURVEYOR

COLORADO REGISTERED LAND SURVEYOR PLS #37904

NOTES

1. OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE WITHOUT USING A CURRENT TITLE POLICY.

2. BEARINGS ARE BASED ON THE NORTH LINE OF NE¼ SW¼ SECTION 2, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN. THE VALUE USED N89°50'50"E, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. MESA COUNTY SURVEY MARKERS WERE FOUND AT THE EAST AND WEST ENDS OF SAID LINE AS SHOWN HEREON.

3. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

4. THIS IMPROVEMENT SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 2172700, OF THE MESA COUNTY RECORDS.

5. WHEN PLOTTING THE LOCATION OF THE ROAD RIGHT OF WAYS FOR F ½ ROAD, SPECIFICALLY THE 40 FOOT RIGHT OF DESCRIBED AT RECEPTION NUMBER 531502, AN APPROXIMATE GAP OF 17 FEET BETWEEN THE WEST LINE OF THE ROW, AND THE WEST LINE OF THE NE¼ NE¼ SW¼ OF SECTION 2 IS EVIDENT. SAID GAP IS SHOWN HEREON BUT WAS NOT MONUMENTED AS PART OF THIS SURVEY.

6. THERE APPEARS TO BE AN APPROXIMATE 5.5 FOOT GAP BETWEEN THE SOUTH LINE OF THE SUBJECT PROPERTY AND THE NORTH LINE OF THE 50 FOOT RIGHT OF WAY FOR NORTHACRES ROAD, AS SHOWN ON THE PLAT OF NORTHACRES SUBDIVISION AT RECEPTION No. 922133. THE SOUTH LINE OF THE SUBJECT PROPERTY IS THE SOUTH LINE OF THE NE¼ NE¼ SW¼ OF SECTION 2. FOUND MONUMENTS TO SUPPORT THE LOCATION OF SAID SOUTH LINE ARE SHOWN HEREON. WHEN SAID PLAT, AS WELL AS THE SUBSEQUENT PAXTON VALLEY SUBDIVISION ARE PLOTTED, SAID GAP CAN BE FOUND. SAID PLATS MAKE NO REFERENCE TO THE SOUTH LINE OF THE NE¼ NE¼ SW¼ OF SECTION 2 WHEN DESCRIBING THE NORTHERLY LINE OF THE ROW, SO AS TO INDICATE THEY ARE THE SAME LINE. SAID GAP IS DIMENSIONED HEREON.

LAND SURVEY DEPOSIT
MESA COUNTY SURVEYORS OFFICE
DATE 9/21/2023
DEPOSIT No. 6876-23

IMPROVEMENT SURVEY
AMERICAN LUTHERAN CHURCH
SITUATED IN THE NE¼ NE¼ SW¼ SECTION 2
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

JOB #: 2023-104 FIELD WORK: JM DRAWN BY: JW-NB
DATE: 8/21/23 DRAWING NAME: 631 26-1/2 RD CHECKED BY: PC

POLARIS SURVEYING
PATRICK W. CLICK P.L.S.
3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038

DEPOSIT 6876-23

LEGAL DESCRIPTION

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 2, from whence the Center-West Sixteenth Corner bears S89°50'50"W a distance of 1315.28 feet for a Basis of bearings, all bearings herein related thereto; thence S89°50'50"W along the North line of the Northeast Quarter of the Southwest Quarter of Section 2 a distance of 657.64 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 2; thence S0°01'31"W a distance of 37.70 feet to the Point of Beginning; thence S61°33'26"E along the Southwesterly line of the Right of Way described at Reception Number 531502, a distance of 713.70 feet to the Westerly line of the Right of Way for 26 ½ Road described at Reception Number 2171640; thence S0°00'56"W along said Right of Way for 26 ½ Road a distance of 259.45 feet to the Northerly line of the Right of Way described at Reception Number 2329691; thence S44°28'52"W along said Northerly line a distance of 37.00 feet; thence N89°57'53"W a distance of 601.83 feet; thence N0°01'31"E a distance of 5.23 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 2; thence N0°01'31"E a distance of 620.17 feet to the Point of Beginning.

Said parcel of land contains 6.56 acres as described.

Legal description written by:
Patrick W. Click
Colorado licensed surveyor number 37904
3194 Mesa Ave #B
Grand Junction, CO 81504

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) American Lutheran Church ("Entity") is the owner of the following property:

(b) 631 26 1/2 Rd. GRAND JUNCTION, CO 81506 (2945-023-00-072)

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) ~~Manager~~ Pastor for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

(•) My legal authority to bind the Entity both financially and concerning this property is unlimited.

( ) My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

(•) The Entity is the sole owner of the property.

( ) The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Comp Plan Amendment; Rezone

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) none

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: Rev. Valerie Carlson

Printed name of person signing: Rev. Valerie Carlson

State of Colorado)

County of Mesa) ss.

Allison Little
NOTARY PUBLIC
State of Colorado
Notary ID: 20174039444
My Commission Expires September 22, 2025

Subscribed and sworn to before me on this 15 day of MARCH, 2024

by Reverend Valerie Carlson

Witness my hand and seal.

My Notary Commission expires on September 22, 2025

Allison Little
Notary Public Signature

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:
American Lutheran Church.
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

The type of entity is: Religious Institution (Christian Church).

The entity is formed under the laws of the State of Colorado.

The mailing address for the entity is: 631 26 1/2 Rd. Grand Junction, CO 81506.

The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
Rev. Valerie Carlson, Pastor Allison Little, Church Council President
Rev. Daniel Carlson, Pastor.

The authority of the foregoing person(s) to bind the entity is (not limited) (limited as follows):
not limited.

Other matters concerning the manner in which the entity deals with interests in real property:
Congregational vote.

Executed this 14th day of March, 2024.

Allison Little
NOTARY PUBLIC
State of Colorado
Notary ID: 20174039444
My Commission Expires September 22, 2025

Rev. Valerie Carlson
Signature (Type or Print Name Below)

Rev. Valerie Carlson

STATE OF COLORADO)
)ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 15 day of March, 2024, by Valerie Carlson (insert name of individual) as Pastor (insert office held or role (President, Vice President or member, manager or managing member for LLCs) for American Lutheran Church (insert name of corporation or LLC).

Witness my hand and official seal.
My commissioner expires: September 22, 2025 Allison Little
Notary Public

RECEPTION #: 2475095, BK 4791 PG 172 02/06/2009 at 02:43:21 PM, 1 OF 2, R
$10.00 S $1.00 D $0.00 EXEMPT Janice Rich, Mesa County, CO CLERK AND RECORDER

2 PAGE DOCUMENT

WARRANTY DEED

American Lutheran Church, a nonprofit corporation, Grantor, whose address is 631 26 1/2 Road, Grand Junction, CO 81506 for and in consideration of the sum of Nine Hundred Forty-Two and 80/100 Dollars ($942.80), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality, Grantee,** whose address is 250 North 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, the following described real property in the County of Mesa, State of Colorado, to wit:

A parcel of land for Public Roadway & Utilities Right-of-Way purposes, located in the Southwest Quarter (SW ¼) of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said SW ¼, and considering the East line of the SW ¼ of said Section 2 to bear S00°01'13"W, with all bearings herein being relative thereto; thence S00°01'13"W, along the East line of said SW ¼, a distance of 272.11 feet; thence N90°00'00"W a distance of 30.00 to the West line of 26 ½ Road right of way as same is recorded in Book 3567, Page 133, at the office of the Mesa County Clerk and Recorder, the POINT OF BEGINNING; thence S00°01'13"W, along said West line of 26 ½ Road right of way, a distance of 23.18 feet; thence N67°13'47"W a distance of 26.60 feet; thence N00°01'03"E a distance of 15.24 feet; thence S84°29'06"E a distance of 24.64 feet, more or less, to the point of beginning.

Containing 471.40 square feet, more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 25 day of January, 2009.

American Lutheran Church, a nonprofit corporation

By _____
Peter Rekemeyer, Council President

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 25th day of January, 2009, by Peter Rekemeyer, Council President for American Lutheran Church, a nonprofit corporation.

My commission expires _____

Witness my hand and official seal.

NOTARY PUBLIC PEGGY HUNTER STATE OF COLORADO

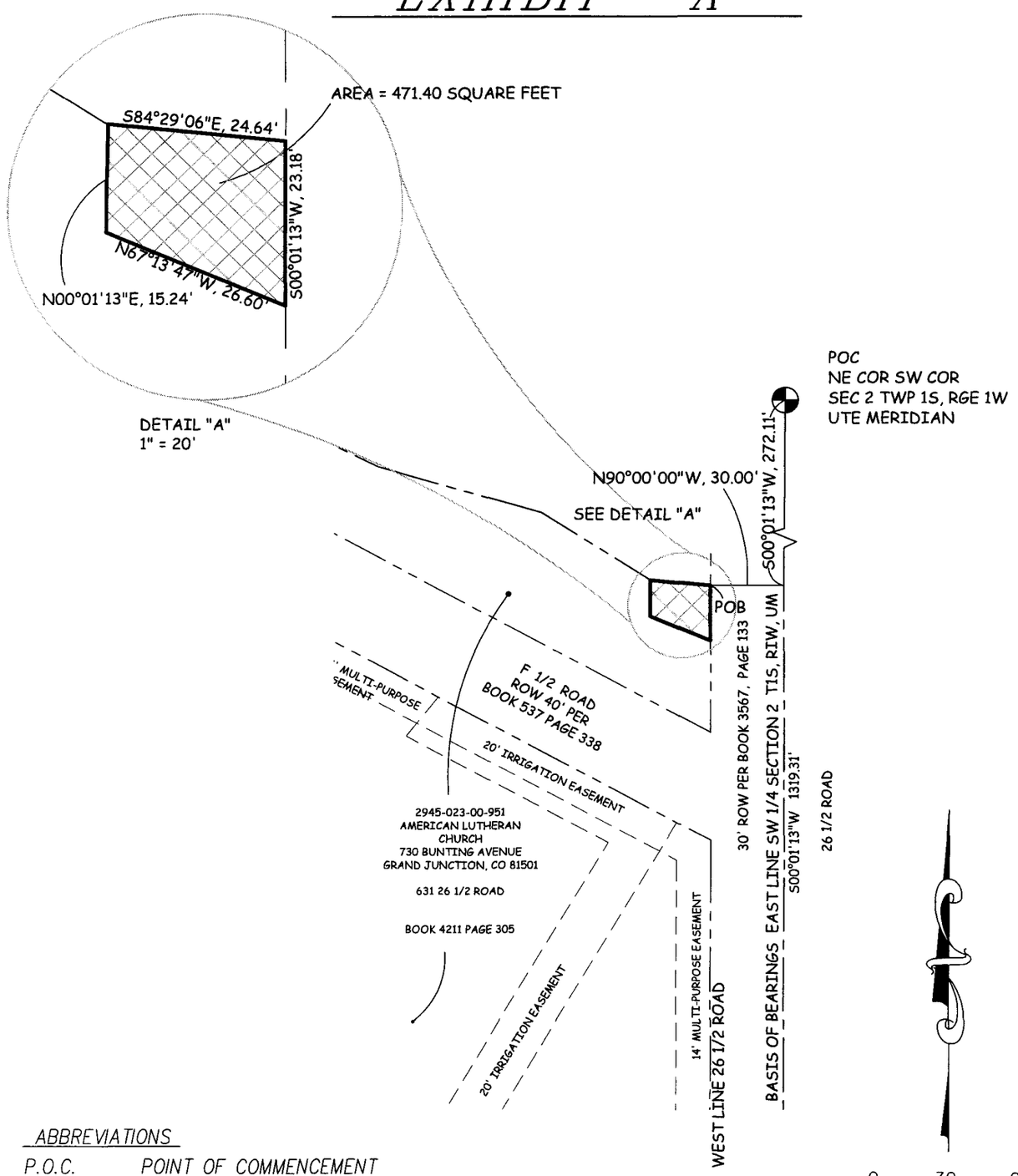
My Commission Expires 03/03/2009

_____
Notary Public

The foregoing legal description was prepared by Mike Grizenko, 250 North 5th Street, Grand Junction, Colorado 81501

RECEPTION #: 2475095, BK 4791 PG 172 02/06/2009 at 02:43:21 PM, 2 OF 2, R
$10.00 S $1.00 D $0.00 EXEMPT Janice Rich, Mesa County, CO CLERK AND RECORDER

EXHIBIT "A"



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

PETER T. KNOCK
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
No. 32824
10-23-08

DRAWN BY: MG
DATE: 10-23-2008
SCALE: 1" = 60'
APPR. BY: PTK

26 1/2 ROAD BRIDGE REPLACEMENT
R/W - 203

2945-023-00-951
AMERICAN LUTHERAN CHURCH

CITY OF Grand Junction COLORADO

N:\LandPro\F62200 (GRJ-26.5-F.6 BRIDGE REPLACEMENT)\dwg\From Real Estate 3-04-08\7TH F5 BRIDGE EXHIBITS.dwg, 10/23/2008 1:51:51 PM

734 Main Street
Grand Junction
CO 81501
970.241.0745
planning@kaart.com

Neighborhood Meeting Summary

A neighborhood meeting was held on Monday, March 4th at the American Lutheran Church. The meeting had approximately 27 attendees and lasted from 5:30 - 6:30 pm. I presented an overview of the comp plan amendment and rezone request and described the process involved. A packet was handed out to attendees that defined the process and included an excerpt from the City of Grand Junction zoning code that defines the RM-8 zone district. Dave Thornton was present and addressed questions periodically throughout the meeting as they related to the City's process and plans.

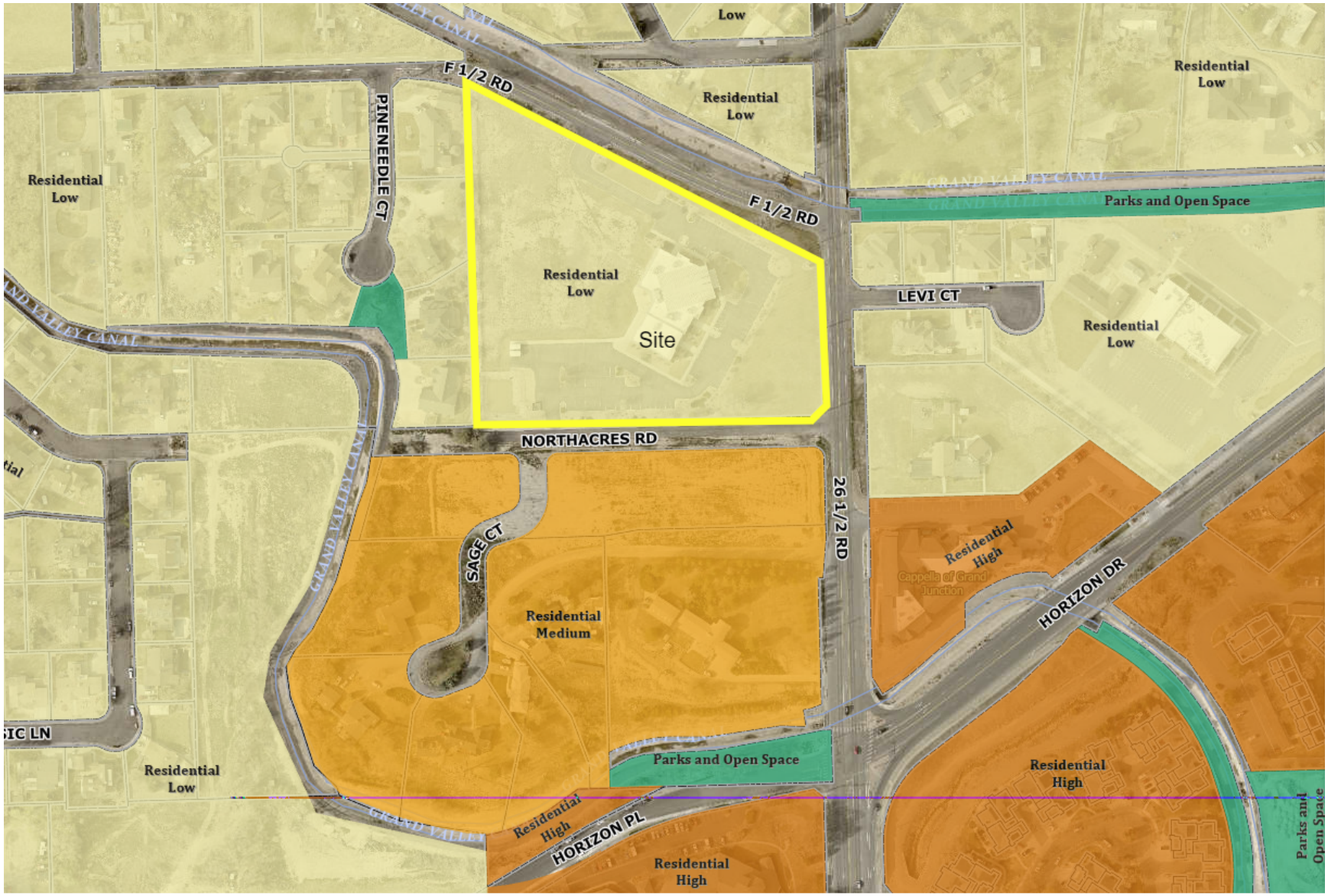
The following is a summary of the primary concerns and questions raised during the meeting:

- Why is the applicant making this request?
- Concerns about traffic
- Questions about why schools are shutting down if we need housing
- Setbacks?
- What will be built there?
- How often do comp plan amendments happen?
- Process
- Was the RL-5 zone district considered?
- Questions for the City
    - What would it take for the City to not recommend approval
    - Community growth
    - Schools
    - Comp Plan process
- Complaints about nearby high density and elderly drivers
- Parking requirements. Where will cars park?

Site Vicinity Map – American Lutheran Church Comp Plan Amendment & Rezone

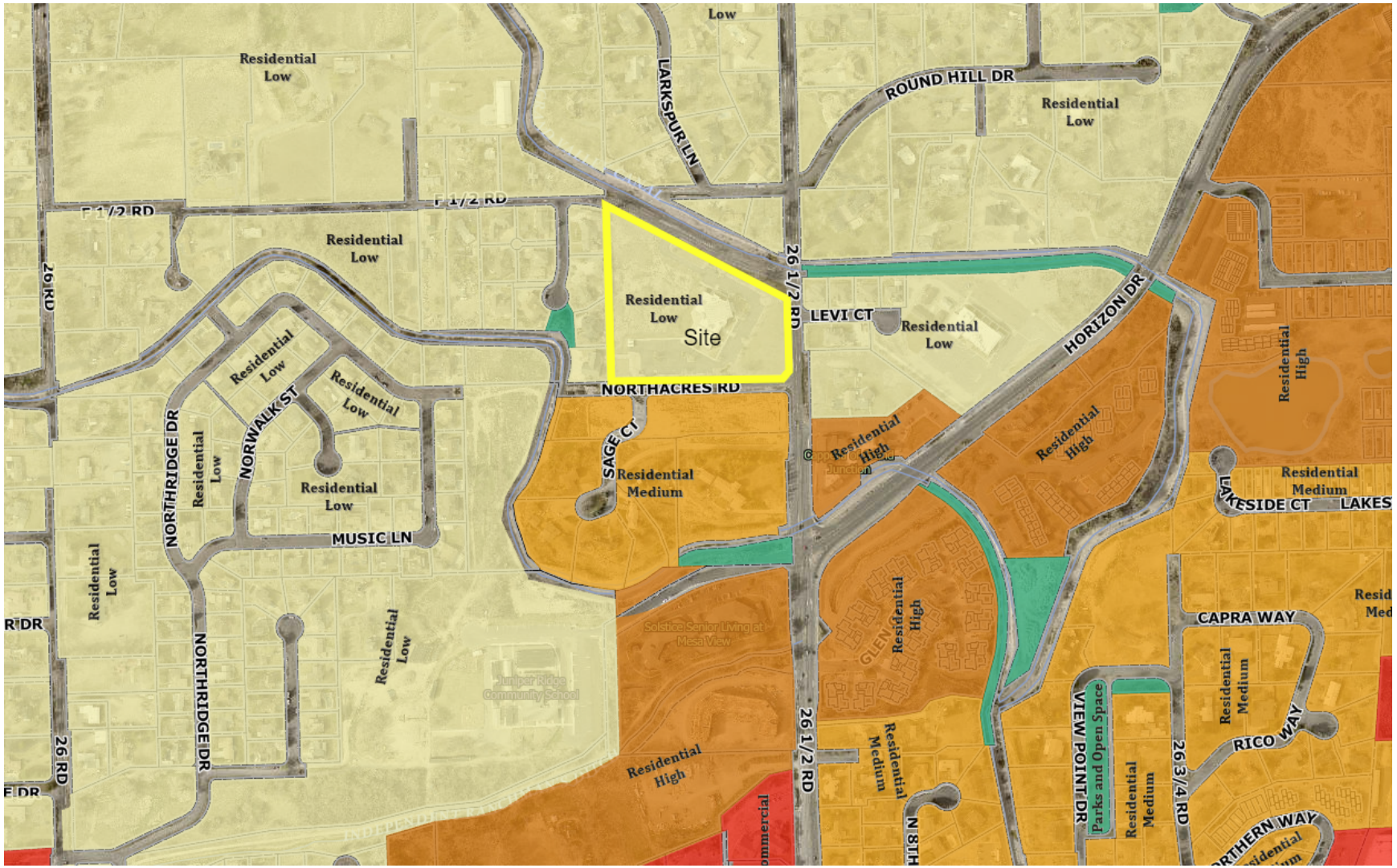
Site Location Map

Land Use Map

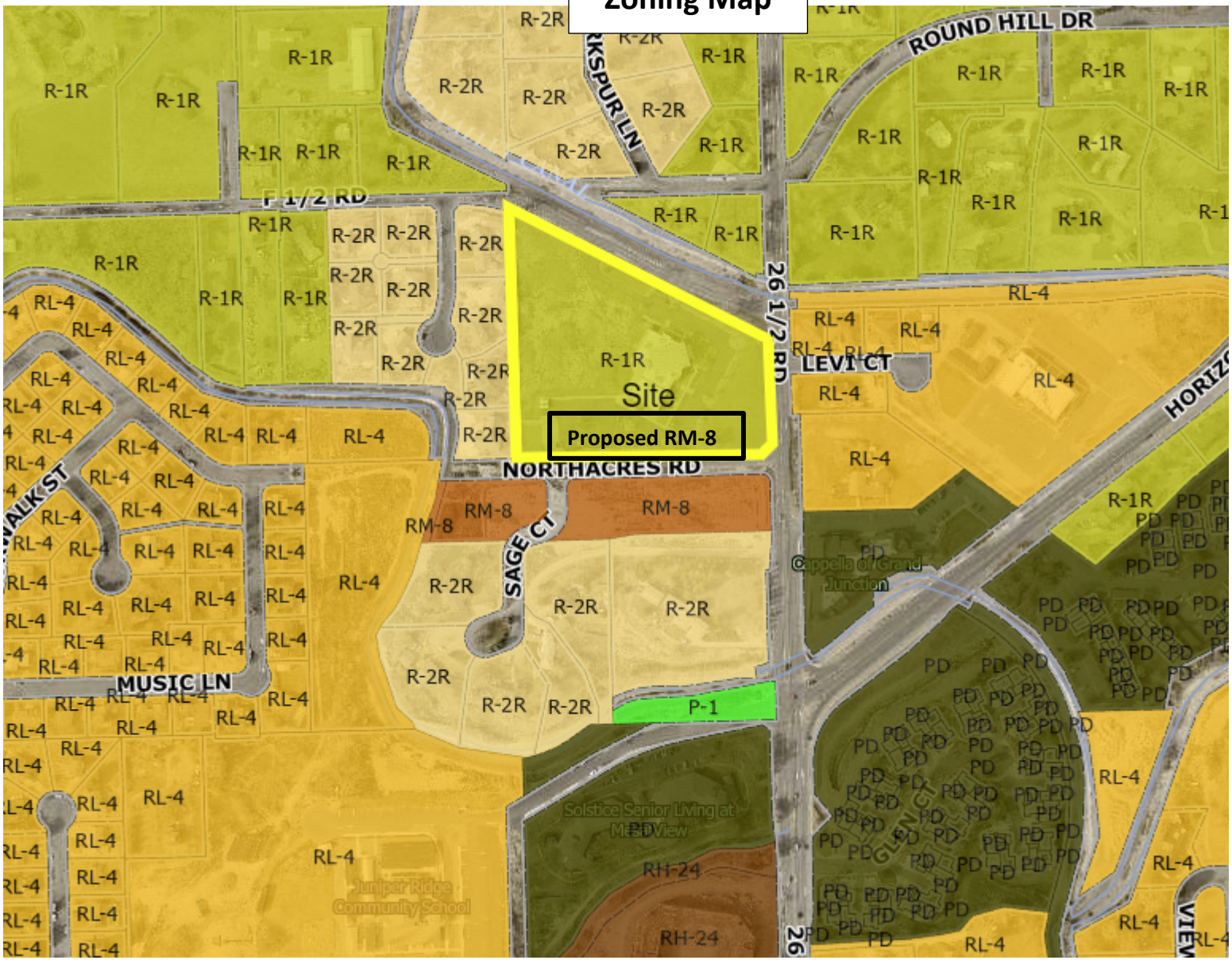

Low
F 1/2 RD
Residential
Low
Residential
Low
PINENEEDLE CT
Residential
Low
F 1/2 RD
Parks and Open Space
Residential
Low
LEVI CT
Site
Residential
Low
NORTHACRES RD
SAGE CT
26 1/2 RD
Residential
High
HORIZON DR
Residential
Medium
Parks and Open Space
Residential
Low
Residential
High
HORIZON PL
Residential
High
Residential
High
Parks and
Open Space

Land Use Map

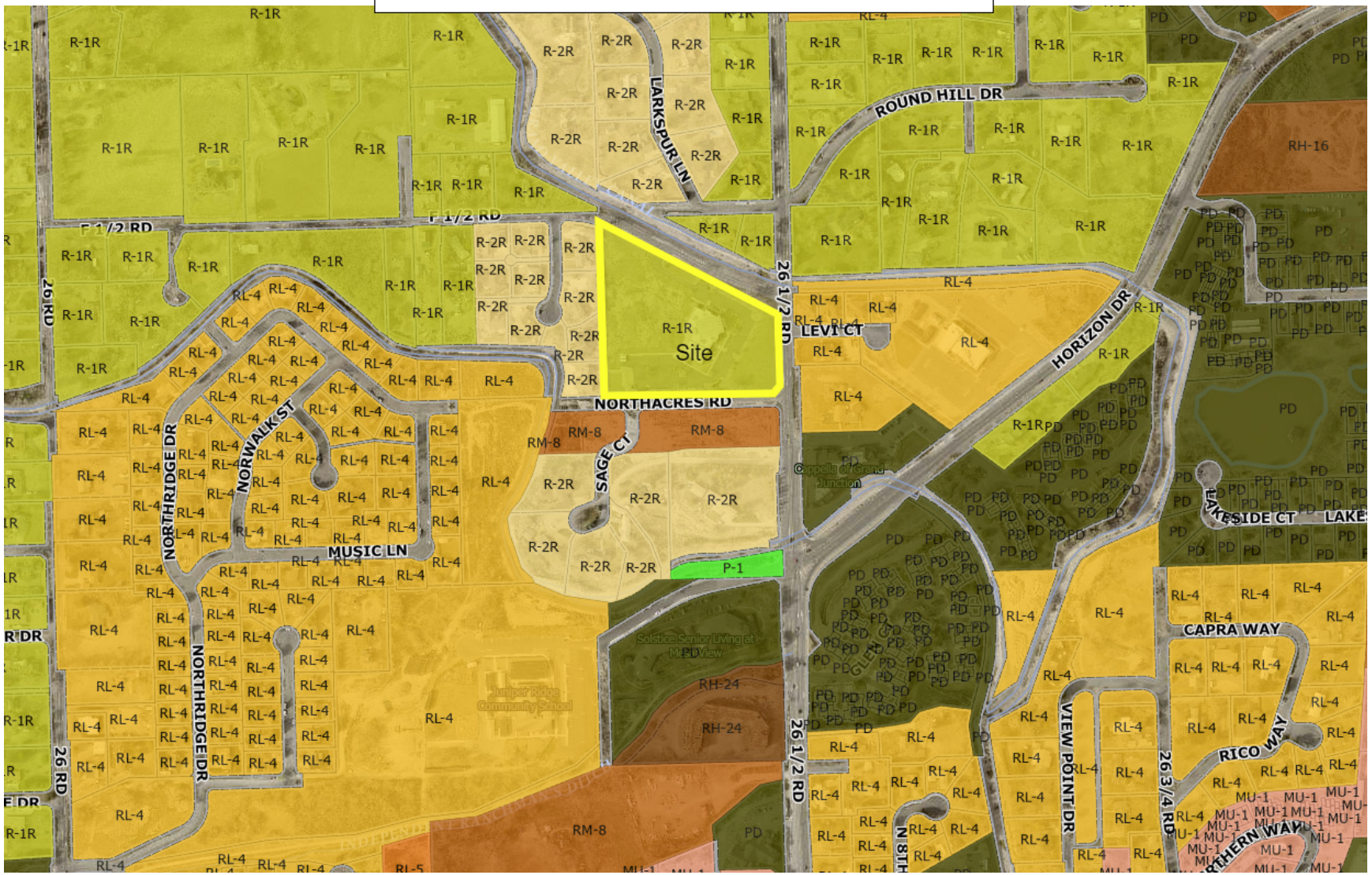
Larger View



Zoning Map


ROUND HILL DR
R-1R
R-2R
F 1/2 RD
26 1/2 RD
LEVI CT
Site
Proposed RM-8
NORTHACRES RD
RM-8
SAGE CT
RL-4
MUSIC LN
P-1
RH-24
Solstice Senior Living at Mesa View
Juniper Ridge Community School
Cappella at Grand Junction
GLEN CT
PD

Zoning Map Larger View



View from 26 ½ Road looking West

View from F ½ Road looking south

View of property from North Acres Road looking north

734 Main Street
Grand Junction
CO 81501
970.241.0745
planning@kaart.com

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    - What would it take for the City to not recommend approval
    - Community growth
    - Schools
    - Comp Plan process
- Complaints about nearby high density and elderly drivers
- Parking requirements. Where will cars park?

David Thornton

From: Gregg K. Kampf <gkampf@hfak.com>
Sent: Wednesday, June 5, 2024 11:44 AM
To: David Thornton
Subject: American Lutheran Church request for Comp Plan Amendment and Rezone to RM-8; Planning Commission Hearing on June 11 at 5:30 pm

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

To Planning Commission
c/o David Thornton, (ACP)
Principal Planner
City of Grand Junction

I am writing in support of the request to change the Comp Plan and allow the property at 631 26 ½ Road to be rezoned to RM-8 for the reasons very convincingly stated in the application filed by Kaart. I will not repeat those statements here but just say that this request supports a very significant need in our community for medium density workforce housing, and the location meets many of the criteria for such housing in Grand Junction.

I have been a long-time member of the church.

Thank you for your consideration and for your service to the community.

Gregg Kampf

Hoskin Farina & Kampf, P.C.

(970) 986-3400

FAX: (970) 986-3401

Confidential and Privileged:

This e-mail communication, including any attachment(s), contains information intended only for the use of the individual or entity to which it is addressed and may contain information that is legally privileged and/or confidential. If you are not the intended recipient or an employee or agent responsible for delivering the communication to the intended recipient, you are hereby notified that any review, disclosure, copying, printing, distribution, or use of its contents or attachments is strictly prohibited. If you have received this communication in error, please notify our administrator immediately by telephone at (970) 986-3400, return the original communication and its attachment(s) to admin@hfak.com and permanently delete the communication from your system. Thank you.

David Thornton

From: Todd Ousley <toddousley@gmail.com>
Sent: Sunday, June 9, 2024 1:51 PM
To: Andrew Teske; ateske@hfak.com; herek.kimberly@gmail.com; kehlers@threesail.net; Keith Ehlers; Ken Scissors; Kimberly Herek; Melanie Duyvejonck; melanie.duyvejonck@mesacounty.us; Melanie Duyvejonck; Sandra Weckerly; sandra.weckerly@gmail.com; scissorsgj@gmail.com; shannons@gjcity.org; shannon@shannonsecrest.com; Tamra Allen; David Thornton
Subject: CPA-2024-143 & RZN-2024-144 American Lutheran Church 631 26 1/2 Road Comments

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

Planning Commission Members,

My name is Todd Ousley. I represent the Four Pines Subdivision as the HOA President. The Four Pines Subdivision is located on Pineneedle Court, which is immediately to the east and adjacent to the land parcel owned by the American Lutheran Church at 631 26 1/2 Road. The American Lutheran Church is requesting an amendment to the City of Grand Junction Comprehensive Master Plan to change the 6.56 acre parcel from Residential Low to Residential Medium. They are also requesting a rezone of the 6.56 acre property from R-1 to RM-8. The Four Pines neighborhood and homes are the properties that are most impacted by this request. Our HOA has a number of concerns we would like the planning commission to be aware of prior to the public hearing.

1. The church building infrastructure and parking lot occupy over half of the 6.56 acres. It does not seem appropriate to change the Comp Plan and rezoning for **the entire parcel**. This could result in high density housing directly adjacent to low density housing, with no transition. Given that an existing 16,800 SF church building is already located on the 6.56 acre lot, there is a particular concern about the use of clustering provisions in the zoning code to potentially concentrate all of the allowed density for the entire zone lot onto the approximately 3 acres of open portion of the zone lot. For this reason, **it is our strong opinion that the American Lutheran Church be required to subdivide their land parcel into TWO LOTS prior to moving forward with a change to the Comp Plan and rezoning in order** to eliminate a potential loophole that could double the development density of the vacant portion of the church property.

2. With the current residential density in the area and the rural character of F 1/2 Road between 26 road and 26 1/2 road, the unimproved roadway is a very popular stretch for pedestrians, joggers, dogwalkers, child cyclists, and other non-vehicle commuters and users. This can conflict with vehicle commuters that use F 1/2 Road as an alternate to Patterson Road at rush hour to avoid congestion. Currently there is **no bike lane or paved shoulder whatsoever on F 1/2 Road** between 26 Road and 26 1/2 Road. The addition of medium density housing on the church parcel will add 50-100 additional vehicles that will be using F 1/2 road multiple times daily. **It is our strong opinion that infrastructure improvements and traffic calming features need to be made to F 1/2 Road between 26 Road and 26**

1/2 Road prior to ANY development on the church parcel, and that development on the church parcel should not have a left out connection to F ½ Road.

3. We understand that the location of the vacant land on the church parcel is a logical place for residential development. However, it is surrounded on 3 sides by a Residential Low Comprehensive Plan designation. A change from R-1 to RM-8 is not a smooth transition. **It is our strong opinion to NOT make an amendment to the Comprehensive Master Plan**. We feel it is most appropriate for the Planning Commission to adhere to the Comp Plan, and **keep the parcel designated Residential Low with a rezone to R-4**. Changes to the Comprehensive Master Plan should not be taken lightly. Citizens of Grand Junction make some of their most important housing and financial life decisions based in part on the Comprehensive Master Plan. The Citizens of Grand Junction should be able to have trust in the Planning Commission to stay true to the vision of the Comprehensive Master Plan.

4. The requested changes by the American Lutheran Church have building height restrictions of 50 feet. **A building height of 50 feet would significantly alter the character, feel, privacy, and value of all the neighboring properties**. In the Four Pines subdivision this would directly impact 4 homes, and potentially their only view would be a 50-foot building. **It is our strong opinion that the height restriction on ANY development at 631 26 1/2 Road be limited to a height consistent with one or two story single family properties.**

Thank you for reviewing and giving consideration to the identified concerns prior to the public hearing. We understand that this is an emotional issue for many of the surrounding residents, and you will hear a variety of concerns at the meeting. Our HOA feels it is critically important for you to consider our **valid and objective concerns** in your decision making process.

Yours Truly,

Todd Ousley

642 Pineneedle Court

Grand Junction CO 81506

970-234-9054

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Monday, June 10, 2024 3:28 PM
To: David Thornton
Cc: Jacob Kaplan
Subject: [Grand Junction Speaks] Comment submitted for: American Lutheran Church Comp Plan Amendment and Rezone

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

The following comment has been submitted for American Lutheran Church Comp Plan Amendment and Rezone by Dorothy Lorraine Burkhart:

commenting on the proposed zoning change for the church next door. that would be nearly 50 units per on that property we have difficulty right now getting out on 26 1/2 Road plus why are we down grating the area our homes in here are now worth 500000 to 1000000 we don't need high density low income houses next door get it together on your planning committee. this is ridiculous. just stick to the original Zone

You can approve or reject the comment here.

This email was delivered by gjspeaks.org

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Friday, June 7, 2024 6:07 PM
To: David Thornton
Cc: Jacob Kaplan
Subject: [Grand Junction Speaks] Comment submitted for: American Lutheran Church Comp Plan Amendment and Rezone

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

CITY OF Grand Junction COLORADO

The following comment has been submitted for American Lutheran Church Comp Plan Amendment and Rezone by Thomas H. Kierstead:

Although I intend to attend the meeting, I will leave these thoughts for the record in the event I am unable to be there in person. I have 22 years service, although it was in another state, working closely with the planning commission as a member and president of the county board of zoning appeals for the local lake watershed in a four season resort. We approached issues like this much in the same manner as the application by the American Lutheran Church (ALC), of which I am a member. It seems to me to be a good use of the property, designed to provide much needed housing for professionals who would be employed by our local regional health providers like St. Marys, or teachers in our public schools. These professionals need more affordable homes, not as readily available in the Valley. The City and County government are supporting development of affordable housing units. It seems wise to me that we do this in an orderly manner when we can. This property seems ideal for a small development to me. Please give it favorable consideration.

You can approve or reject the comment here.

This email was delivered by gjspeaks.org

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Sunday, June 9, 2024 12:25 PM
To: David Thornton
Cc: Jacob Kaplan
Subject: [Grand Junction Speaks] Comment submitted for: American Lutheran Church Comp Plan Amendment and Rezone

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

The following comment has been submitted for American Lutheran Church Comp Plan Amendment and Rezone by Steven C Schulte:

I support this request. The city is in desperate need of housing and this carefully planned development will be a positive step in this direction.

You can approve or reject the comment here.

This email was delivered by gjspeaks.org

LARRY & WINONA BECKNER

653 LARKSPUR LANE
GRAND JUNCTION, CO 81506
970-270-1050
larbeck65@gmail.com

To: City of Grand Junction Planning Commission

Re: Lutheran Church Comp Plan Amendment & Rezone
CPA-2024-143 & RZN-2024-144

Dear Members of the Planning Commission:

This letter is submitted in support of the application from the American Lutheran Church for a rezone of approximately 6.5 acres from the current R1-R (Residential Low) to R-8 (Residential Medium). This letter is submitted by Larry & Winona Beckner, 653 Larkspur Lane, Grand Junction, which is located about 150 yards north of the church site. We can see the church property from our back yard. We are not members of the American Lutheran Church, and we have no financial interest one way or the other in the sale or development of any portion of the Church property. We support the rezone request as we believe it furthers the existing development along 7th Street and it is compatible with the long-range development goals of the City for the 7th Street corridor.

Our home at 753 Larkspur Lane was constructed in 1990, and we purchased the property in 2005. Since 1990 there has been a considerable amount of residential, multi-family, commercial and other development along 7th Street, including the construction of the Church. Some of the development that impacts traffic on 7th Street north of Patterson Road since 1990 is summarized as follows:

Pinedale Court – Plat 2002 (9 single family lots)

Cherry Hills – Plat 1999 (24 single family lots)

Grand Vista Subdivision – Plat 2002

Summer Hill Subdivision – Plat 2000 (hundreds of single-family lots)

Emerald Ridge Subdivision – Plat 2020 (hundreds of single-family lots)

Housing Resources

June 5, 2024

To whom it concerns:

This letter is in support of American Lutheran Church in Grand Junction in their efforts to change the zoning on the land which they own and operate at 631 26 ½ Rd. from R-1R to RMF-8, with the intention to subdivide a portion of the land for future medium density residential development.

Housing Resources of Western Colorado recognizes the need for more housing throughout Mesa County, and medium density housing on this site would benefit the area and the community at large by providing homesites benefitting the work force in Grand Junction. The land in question is walking distance to St. Mary's Hospital and the surrounding medical offices as well as near major thoroughfares, the airport, dining, and shopping.

Changing the zoning to RMF-8 fits in with the surrounding area. The property directly to the south is zoned RMF-8 and there are several high-density housing developments to the east as well. The site already has public utilities and is accessed by a developed road. Changing the future land use code opens this land up for housing without the need for additional infrastructure, allowing infill development and much needed housing in a desirable location close to amenities. Moreover, the change would advance the City's adopted affordable housing strategy by facilitating additional housing options and affordable inventory. The infill land provides a prime opportunity to create affordable housing (either naturally occurring or subsidized) for Grand Junction residents. With the smart design that is required by the City's zoning and development code, any future housing project can blend nicely into the surrounding area, and any negative impacts can be effectively mitigated.

Please consider the request to rezone the American Lutheran Church property at 631 26 ½ Rd from R-1R to RMF-8 as a positive and necessary change to the Comprehensive Plan.

Respectfully,

Emilee Powell, Executive Director

524 30 Road, Suite 3, Grand Junction, CO 81504 • Tel 970.241.2871 • Fax 970.245.4853 • www.hrwco.org
It is the policy of HRWC to provide equal opportunities without regard to race, color, religion, national origin, gender, gender identity, sexual preference, age, or disability. People of color and people of all national origins, genders, gender identities, sexual preferences, ages, disabilities and other diverse groups are encouraged to apply.

NeighborWorks® CHARTERED MEMBER

From: Kathleen Theodora Gillespie <ktedig@gmail.com>
Sent: Tuesday, June 11, 2024 8:11 PM
To: GJCityWebinar <gjcitywebinar@gjcity.org>
Subject: ALC Planning Commission

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

I can't access my microphone but I would like the planning commissioners to know how much I appreciate their thoughtful concerns - which are my concerns as a neighbor just to the south of the church.

Thank you.

GRAND JUNCTION PLANNING COMMISSION
June 11, 2024, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:33 p.m. by Chairman Teske.

Those present were Planning Commissioners; Ken Scissors, Shanon Secrest, Kim Herek, Sandra Weckerly, Keith Ehlers, and Ian Moore.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Dave Thornton (Principal Planner), Thomas Lloyd (Senior Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 33 members of the public in attendance, and 1 virtually.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from May 14, 2024.

   Commissioner Scissors moved to approve the consent agenda.
   Commissioner Weckerly seconded; motion passed 7-0.

REGULAR AGENDA

1. **Circulation Plan, Comp Plan & Neighborhood Plan Amendments** **CPA-2024-265**
   Consider a Request by City Community Development Department Staff to (1) Amend the Grand Junction Circulation Plan; (2) Amend the One Grand Junction Comprehensive Plan; and (3) Retire the Orchard Mesa Neighborhood Plan, Pear Park Neighborhood Plan, and Redlands Area Plan. **This item was continued to the June 25 Planning Commission Hearing.**

2. **Sawmill Rezone** **RZN-2024-236**
   Consider a request by the City of Grand Junction, Property Owner, to rezone a total of 14.38 acres from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) with 11.96 acres of the total acreage located at the southwest corner of Winters Avenue and Riverside Parkway intersection including 1441 Winters Avenue, the parcel abutting 1441 Winters Avenue on the east that is bordered by Riverside Parkway on the east and the south, and the parcel abutting 1441 Winters Avenue on the south with the southern border being the Riverside Parkway, and an additional parcel containing 2.42 acres of the total acreage at the northwest corner of the Winters Avenue and Riverside Parkway intersection.

   Staff Presentation
   Thomas Lloyd, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

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Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, June 4, 2024, via www.GJSpeaks.org.

Greg Gouth asked if a Traffic Impact Study had been conducted for this intersection. He expressed concerns about the introduction of residential uses into an otherwise commercial and industrial area.

Hollis Krenines asked why the City was developing the parcel instead of a private agency. She agreed that this was not an area for residential development.

Commissioner Weckerly asked why only a portion of the parcel was being rezoned.

Chairman Teske asked if the portion to be rezoned was accurately described

The public comment period was closed at 6:10 p.m. on June 11, 2024.

Discussion

Commissioner Ehlers noted that this rezone aligned with the Comprehensive Plan. He encouraged the public to continue their participation as the property developed and continue to question the City's capacity to develop land.

Commissioner Secrest provided some context about the development of the site and that a traffic impact study would not be completed until a use/building had been proposed and that tonight's hearing was a request to rezone the property.

Motion and Vote
Commissioner Ehlers made the following motion "Mr. Chairman, on the Rezone request for the parcels located at the southwest corner of Winters Avenue and Riverside Parkway intersection including 1441 Winters Avenue, the parcel abutting 1441 Winters Avenue on the east that is bordered by Riverside Parkway on the east and the south, and the parcel abutting 1441 Winters Avenue on the south with the southern border being the Riverside Parkway, and an additional parcel containing 2.42 acres of the total acreage at the northwest corner of the Winters Avenue and Riverside Parkway intersection, City file number RZN-2024-236, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Herek seconded; motion passed 7-0.

3. **American Lutheran Church CPA & Rezone CPA-2024-143 & RZN-2024-144**
Consider a request by American Lutheran Church for a Comprehensive Plan Amendment for 6.56 acres from Residential Low (2 to 5.5 du/ac) to Residential Medium (5.5 to 12 du/ac) and rezone the 6.56 acres from Residential 1 Retired (R-1R) to RM-8 (Residential Medium - 8).

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Chairman Teske recused himself from deliberating on this item.

Staff Presentation
Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for staff and applicant

Commissioner Weckerly asked if cluster provisioning would be allowed through the rezone. She asked if the property would need to be subdivided prior to the rezone. She asked if the Mixed Use landuse designations allowed residential uses and why the parcels zoned MU-1 and MU-2 were not included in the counts for residential properties in the City. She challenged Staff's interpretation that the Comp Plan Amendment to Residential Medium was necessary to improve affordability of the subsequent properties.

Commissioner Ehlers asked if the density calculation would be evaluated for the whole 6.5-acre parcel or if it only considered the ~2 acres where the residences would be developed. He asked for clarification on the bulk standards for multifamily development in an R-5 zone district.

Commissioner Secrest asked about site access.

Aaron Young with Kaart Planning gave a brief presentation and was available for questions.

Commissioner Ehlers asked why the parcel was not subdivided prior to the request for a comp plan amendment and rezone.

Commissioner Weckerly asked if there was enough flexibility in the current code to create cottage courts under an RL-4 or RL-5 zone designation.

Commissioner Moore asked if the intention was to subdivide the parcel prior to development. He asked if the code allowed the property to be developed at RM-8 density for the whole parcel prior to being subdivided.

Commissioner Secrest speculated on the future development should the parcel be rezoned to RM-8.

Commissioner Scissors asked if the church would still have some say in the development of the parcel once it had been subdivided from the larger acreage.

David Miller with American Lutheran Church spoke on the church's desire for the future development of the land and all the considerations leading up to this request. He indicated that Housing Resources of Western Colorado (HRWC) was the tentative buyer of the future ~2-acre parcel and that their intent was to provide attainable housing through a cottage court style development.

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Commissioner Ehlers asked what the tentative unit count was for the development. He asked Mr. Miller why the church was not developing the parcel themselves.

David Miller responded that the church needed the money from the sale of the land to help pay the church's mortgage.

Commissioner Weckerly asked if the City had previously amended the comp plan to increase residential density on a parcel.

Commissioner Scissors asked staff for context as to why they did not advise subdividing the parcel prior to the comp plan amendment and rezone request.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, June 4, 2024, via www.GJSpeaks.org.

Damon Davis expressed his interest in increasing housing stock in the area. He noted that attainable housing would allow employees for local businesses to move to Grand Junction.

Carlene Goldthwaite provided some statistics on housing affordability. She spoke about the "Yes in God's Backyard (YIGBY)" movement nationwide.

Todd Ousley, President of the Four Pines Subdivision HOA, expressed concerns about the density of the development being based on the larger acreage. He commented on the inadequacy of F ½ Rd to accommodate the increase in traffic created by this development. He asked about height restrictions in the RL-5 vs. RM-8 zone districts. He stated that the church's ability to pay their mortgage should not be a factor in the consideration of the rezone request.

Jamie Edwards with HRWC noted that their organization had no intention of "overdeveloping" the parcel or sneak anything past the neighbors.

Curtis Johnston advocated to keep the current landuse designation and develop the parcel at an RL-5 zoning instead.

Carol Bergman asked if the parcel would be rezoned to RM-12 in the future. She shared other's concerns about using the larger acreage for calculating density and stated the parcel should be split before rezone.

Hector Bran stated his concerns about traffic and parking problems created from the rezone and the impact the increased density would have on surrounding property values.

John Gordon stated his concerns about traffic and parking problems created from the rezone.

Leslie Gordon expressed her concerns about the church being demolished and the RM-8 zoning allowing future developers to create apartment buildings on the parcel.

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Jen Foster spoke about the landuse designations outlined in the current Comp Plan and that this rezone would not have a meaningful impact on housing availability or affordability.

Laura Ousley agreed that the parcel should be subdivided prior to development. She expressed concerns about the height restrictions for structures in the RM-8 zone district.

Valerie Carson, Reverand of the church, asked if there was a way for the Commission to add a contingency to the rezone request that the property be subdivided prior to development. She clarified that HRWC needed to be able to build 24 units in order to receive approval from their board, so anything less than RM-8 would not meet the minimum requirements. She brought up that F ½ Rd was already slated for improvement regardless of how this parcel developed.

Becky Delk shared concerns about the increased traffic and parking. She stated that the new development could block her view of the Grand Mesa.

Thomas Kierstead stated that there was no perfect solution for if the parcel should be subdivided prior to rezone or vice versa.

Katie Kierstead noted that the City had minimum off-street parking requirements for new developments.

Valerie Carson, David Miller, and Aaron Young responded to public comments.

Conversation ensued about how the parcel could develop at the 24-unit density.

The public comment period was closed at 8:16 p.m. on June 11, 2024.

Discussion

Commissioner Ehlers commented on the City's development requirements for simple and major subdivisions. He clarified the max heights for various zone districts. He expressed that he did not feel the comp plan amendment was necessary to create the desired density on the parcel.

Commissioner Herek stated her concerns with rezoning the parcel prior to subdividing. She expressed that she didn't think rezoning the whole parcel to RM-8 was appropriate.

Commissioner Secrest spoke about the potential for the project to change during the development and that despite ALC and HRWC's intentions, the property may end up getting sold to a different developer looking to maximize density.

Commissioner Moore stated the importance of upholding the Comprehensive Plan rather than amending it in the name of increased density. He speculated on whether it was appropriate to rezone the whole parcel to RM-8 regardless of future development and whether it fit the visions and goals of the overall community.

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Commissioner Weckerly spoke on the importance of upholding the Comprehensive Plan. She noted that an amendment to Residential Medium could allow future rezones to MU-1 which is not the intent of the current request. She commented on the projects around town that had stalled out halfway through development and that she didn't want to see that for this project.

Commissioner Scissors commented on the novelty of the seller/buyer for a development not being profit motivated. He said he was not as concerned about the Comp Plan amendment or the ramifications it had for the future development of the parcel.

Motion and Vote
Commissioner Ehlers made the following motion "Mr. Chairman, on the Comprehensive Plan Amendment request for the property located at 631 26 ½ Road, City file number CPA-2024-143, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Herek seconded; motion failed 5-1.

Commissioner Ehlers made the following motion "Mr. Chairman, on the Rezone request for the property located at 631 26 ½ Road, City file number RZN-2024-144, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report and with the condition that City Council approves the Comprehensive Plan Land Use Map Amendment to Residential Medium."

Commissioner Herek seconded; motion failed 5-1.

OTHER BUSINESS

ADJOURNMENT

Commissioner Ehlers moved to adjourn the meeting.
The vote to adjourn was 6-0.

The meeting adjourned at 8:45 p.m.

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CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN LAND USE MAP OF THE CITY OF GRAND JUNCTION FROM RESIDENTIAL LOW (2-5.5. DWELLING UNITS/ACRE) TO RESIDENTIAL MEDIUM (5.5-12 DWELLING UNITS/ACRE) FOR AMERICAN LUTHERAN CHURCH PROPERTY LOCATED AT 631 26 ½ ROAD

Recitals:

The property owner, American Lutheran Church, proposes an amendment to the Comprehensive Plan Land Use Map from Residential Low (2 – 5.5 du/ac) to Residential Medium (5.5 – 12 du/ac) on a total of 6.56-acres, located at 631 26 ½ Road, Grand Junction, Colorado.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of amending the Comprehensive Plan Land Use designation for the Property from Residential Low (2 – 5.5 du/ac) to Residential Medium (5.5 - 12 du/ac), finding that it conforms to and is consistent with the Land Use Map designation of Residential Medium (5.5-12 du/ac) of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that amending the Comprehensive Plan Land Use Map from Residential Low (2 – 5.5 du/ac) to Residential Medium (5.5-12 du/ac) for the property, is consistent with the vision, intent, goals and policies of the Comprehensive Plan and has met the criteria for a Comprehensive Plan amendment stated criteria of Section 21.02.050(e) of the Grand Junction Zoning and Development Code.

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

In consideration of the Recitals the following described parcel of land shall be re-designated as Residential Medium (5.5-12 du/ac) on the Land Use Map of the Comprehensive Plan:

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:
Commencing at the Center Quarter Corner of said Section 2, from whence the Center-West Sixteenth Corner bears S89°50'50"W a distance of 1315.28 feet for a Basis of bearings, all bearings herein related thereto; thence S89°50'50"W along the North line of the Northeast Quarter of the Southwest Quarter of Section 2 a distance of 657.64 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 2; thence S0°01'31"W a distance of 37.70 feet to the

Point of Beginning; thence S61°33’26”E along the Southwesterly line of the Right of Way described at Reception Number 531502, a distance of 713.70 feet to the Westerly line of the Right of Way for 26 ½ Road described at Reception Number 2171640; thence S0°00’56”W along said Right of Way for 26 ½ Road a distance of 259.45 feet to the Northerly line of the Right of Way described at Reception Number 2329691; thence S44°28’52”W along said Northerly line a distance of 37.00 feet; thence N89°57’53”W a distance of 601.83 feet; thence N0°01’31”E a distance of 5.23 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 2; thence N0°01’31”E a distance of 620.17 feet to the Point of Beginning.

Said parcel of land being comprised of 6.56 acres as described.

INTRODUCED on first reading this _____ day of _____, 2024 and ordered published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2024 and ordered published in pamphlet form.

_____
Abram Herman
President of the City Council

ATTEST:

_____
Selestina Sandoval
City Clerk

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Grand Junction City Council

Regular Session

Item #2.a.iii.

Meeting Date: July 3, 2024

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, AICP, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance for a Rezone from Residential 1 Retired (R-1R) to RM-8 (Residential Medium - 8) for the American Lutheran Church Located at 631 26 ½ Road and Setting a Public Hearing for July 17, 2024

RECOMMENDATION:

The Planning Commission heard this request at their June 11 meeting and recommended (5 to 1) to deny the request.

EXECUTIVE SUMMARY:

The Property Owner, American Lutheran Church is requesting a rezone from R-1R (Residential 1 Retired) to RM-8 (Residential Medium 8) for property located at 631 26 ½ Road on 6.56 acres in the Horizon Planning Area near St Mary's Hospital. The subject property has an existing church building with approximately three acres of the site remaining vacant.

The property owner is requesting a rezone in anticipation of future residential subdivision development on the undeveloped portion of their property. The zone district of RM-8 is consistent with and implements the Residential Medium Land Use category of the Comprehensive Plan. A comprehensive plan amendment from Residential Low to Residential Medium will also be considered by the City Council at the same Council meeting, but prior to consideration of this rezone request.

BACKGROUND OR DETAILED INFORMATION:

The new Zoning and Development Code (ZDC) became effective on January 21, 2024. The property is currently designated Residential Low on the Land Use Map and zoned Residential 1 Retired (R-1R). The development rights and dimensional standards are found in the ZDC. However, with the retired status of this zone district no new

properties will be rezoned to this district and the zoning no longer implements any Land Use designation of the Comprehensive Plan.

The property was zoned Residential-1 (R-1, one du/acre) at the time of annexation in August 2000. With the ZDC update effective January 21, 2024, the R-1 zone district became Residential 1 Retired (R-1R). The requested rezone is to RM-8 (Residential Medium 8) a zone district that requires the Residential Medium Land Use designation be established on the subject property first. In addition, the Comprehensive Plan adopted in 2020 established a new urban minimum density of 2 dwelling units per acre which further promoted the retiring of all zone districts that can't meet the minimum densities of the Comprehensive Plan, R-1 being one of those.

The Property Owner, American Lutheran Church, is requesting a rezone from R-1R to RM-8 (Residential Medium 8) for property located at 631 26 ½ Road on 6.56 acres in the Horizon Planning Area near St Mary's Hospital. The subject property has an existing church building with approximately two acres of the site remaining vacant.

Surrounding properties have a mix of residential zone districts. The area to the east is zoned RL-4 (Residential Low 4), to the south is zoned RM-8, to the north and west are zoned R-2R (Residential 2 Retired) to the west and R-1R and R-2R to the north. Both the R-1R and R-2R zone districts are retired zone districts and no longer zone districts that properties would be rezoned to or implement any of the land use designations of the One Grand Junction Comprehensive Plan.

In proximity are two churches located to the east at 632 26 ½ Road and 641 Horizon Drive. The Cappella Assisted Living Facility has full-time residents and is located to the southeast within 200 feet of this property. This facility includes 84 beds for a density of 8.8 dwelling units per acre.

A large "Employment Center" as identified in the One Grand Junction Comprehensive Plan is located to the south approximately ¼ of a mile. This employment area includes many facilities of the region's medical community including St Mary's Hospital. Health and medical care are major industries and continue to see employment growth.

The proposal for residential development within an RM-8 zone district will support the St Mary's Employment and Services Center. The approximately three acres of developable land area on this property lends itself to residential infill development.

The subject property has sewer service and all other urban amenities to the property. Urban infill development is also supported in this area by the City's plans to reconstruct 26 ½ Road from Horizon Drive to Summer Hill Way in the next couple of years. The project is currently in the design phase with construction budgeted. This multi-modal corridor will include safer vehicular travel and facilities for pedestrian and bicycle traffic along the nearly 2-mile section of roadway. The new 26 ½ Road corridor will support and promote pedestrian and bicycle travel to the St Mary's employment area and points south to downtown.

The Property Owner is requesting to amend the Comprehensive Plan Land Use Map from Residential Low to Residential Medium which is the same category found adjacent to the south of the subject property. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan which classifies it as an urban infill area.

A request for a Comprehensive Plan Amendment to Residential Medium will be considered prior to this Rezone request being considered by City Council. Without a change to the Land Use Map as requested in the separate Comprehensive Plan Amendment request, the Rezone request to RM-8 is not supported by the Comprehensive Plan. Support for a Rezone to RM-8 is tied to an amendment to the Land Use Map of Residential Medium for the subject property. Without the Comprehensive Plan Amendment, the property could be rezoned to RL-4 or RL-5 (Residential Low 5) to implement the Residential Low land use designation of the Comprehensive Plan.

NOTIFICATION REQUIREMENTS

A Neighborhood Comment Meeting regarding the proposed Comprehensive Plan Amendment and Rezone was held on March 4, 2024, in accordance with Section 21.02.030(c) of the ZDC. The Applicant, Applicant's representative and City staff were in attendance, along with more than 20 members of the public. General issues/concerns reflected in the meeting included traffic, setbacks, school closures, process for rezoning and comp plan request, zoning district, parking, high density, and elderly drivers. An official development application was submitted to the City of Grand Junction for review in March 2024.

Notice was completed consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject property was posted with an application sign on April 19, 2024. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 31, 2024. The notice of the Planning Commission public hearing was published June 4, 2024 in the Grand Junction Daily Sentinel. An online public hearing with an opportunity for public comment was held between June 4, 2024, and June 10, 2024, through the GJ Speaks platform.

ANALYSIS

The RM-8 zone district requires a minimum of 5.5 dwelling units per acre. Therefore, the requested zoning of RM-8 provides for the type and scope of housing desired and needed in the community. The proposed RM-8 zone district implements the Comprehensive Plan's Residential Medium Land Use category.

The existing zoning of R-1R allows residential development with a maximum of 1 dwelling unit per acre. This density limits the vacant area of this property to two single family homes and does not provide the type of housing needed by those needing housing that are employed nearby, nor by many community-wide seeking a housing choice.

The purpose of the RM-8 zone district is to provide medium-density detached dwellings, two-family and other attached single-family dwellings, and medium-sized multifamily structures. RM-8 is appropriate for the creation of neighborhoods as a transitional district between low-density zone districts such as RL-4, located across 26 ½ Road to the east, and high-density districts such as R-24, located to the south between the subject property and the employment center area anchored by St Mary's Hospital. The proposed RM-8 zone district is an appropriate transition between these zone districts and land uses.

The RM-8 ensures minimum densities of 5.5 dwelling units per acre are met. This property is located within tier 1 of the Intensification and Growth Tiers Map of the One Grand Junction Comprehensive Plan. Tier 1 areas are "areas where urban services already exist and generally meet service levels…where the focus is on intensifying residential…areas through infill and redevelopment". Although this property provides only a small infill area of two acres next to the church facility, the site is large enough to accommodate RM-8 densities between 11 and 16 dwelling units. The current Land Use Designation of Residential Low will permit four to 11 dwelling units per acre on two acres. Existing City zoning will only accommodate two dwelling units within that same infill area. Note, in the future if the existing church use is converted to residential uses, then additional residential could be developed at the same ratios.

In addition to the RM-8 (Residential – 8 du/ac) zoning requested by the petitioner, the following zone districts would also be consistent with the proposed Comprehensive Plan designation of Residential Medium (5.5 – 12 du/ac).

a. RM-12 (Residential Medium – 8-12 du/ac)
b. P-1 (Public Parks and Open Space)
c. P-2 (Public, Civic, and Institutional Campus)
d. Planned Development

In reviewing the other zone district options for the proposed Residential Medium (5.5 – 12 du/ac) category, the R-12 zone districts would create a larger change to the area and may not be compatible with the existing residential uses to the east and north since the RM-12 allows a maximum density of 12 dwelling units per acre. The RM-12 also does not allow for single family development.

The rezone criteria for review are set forth in Section 21.02.050(l)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezoning has the burden of producing evidence that proves each of the following criteria:

(A) Consistency. The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

Plan Principle 3: Responsible and Managed Growth

Goal 1: Support fiscally responsible growth and annexation policies that promote a compact pattern of growth…and encourage the efficient use of land.

Goal 2: Encourage infill and redevelopment to leverage existing infrastructure.

The existing 26 ½ Road corridor is currently in the design phase for a multi-modal facility with construction to occur in the next two years as part of the 70 million in capital projects approved by voters in 2019. The project reconstructs this important north-south transportation corridor and provides a direct route for the subject property to the St Mary's employment area and to 7th Street south of Patterson Road to downtown. Rezoning the property to increase housing density on the subject property will provide additional residents access to this corridor for their transportation needs and within a walkable/bikeable distance to a major employment center. The subject property has existing sewer service and all other urban amenities serving it.

Plan Principle 5: Strong Neighborhoods and Housing Choices
Goal 1: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.

The Residential Medium - 8 dwelling units per acre zoning (RM-8) provides for a higher range of density than what an RL-4 or RL-5 zone district would accommodate. The RM-8 accommodates housing types that include smaller footprints, less square footage, smaller yards, all of which can lower housing costs and provide housing for the population needing housing but can't afford the single-family home on a quarter acre lot.

Intensification and Tiered Growth Plan. The subject property is located within Tier 1, where the Comprehensive Plan focuses on intensifying residential density through infill and redevelopment. The Plan directs development toward vacant and underutilized parcels. Development of this parcel will provide development opportunities while minimizing the impact on infrastructure and City services.

Land Use Plan, Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation.
- Guide future zoning changes. Requests for zoning changes are required to implement the Comprehensive Plan.

The proposed RM-8 Zone District is one of the implementing zoning districts for the Residential Medium Land Use Category.

Therefore, Staff finds that this criterion has been met.

(B) Development Patterns. The proposed zoning will result in logical and orderly development pattern(s).
A large "Employment Center" as identified in the One Grand Junction Comprehensive Plan (Chapter 4) is located to the south approximately ¼ of a mile. This employment area includes many facilities of the region's medical community including St Mary's Hospital, the second largest employer in Mesa County. Health and medical care are major industries and continue to grow. Providing housing within proximity to where people work is a need expressed by many looking for housing and by those seeking jobs. The proposal for residential development within an RM-8 zone district will support

this. The approximate 2 acres of vacant land area on this property lends itself to residential infill development and a rezone to RM-8 would increase density up to eight times than the existing 1-acre density the current zone district provides and nearly double what a RL-5 zone would permit. The One Grand Junction Comprehensive Plan "Plan Principle 3 Responsible and Managed Growth" and the goal to "Encourage infill and redevelopment to leverage existing infrastructure support the request to increase residential density on the subject property. The property owner is requesting a Comprehensive Plan Amendment to Residential Medium and a rezone to RM-8 to achieve this.

The subject property has sewer service and all other urban amenities to the property. Urban infill development is also supported in this area by the City's plans to reconstruct 26 ½ Road from Horizon Drive to Summer Hill Way in the next couple of years. The project is currently in the design phase with construction to occur in the next two years as part of the 70 million in capital projects approved by voters in 2019. This multi-modal corridor will include safer vehicular travel and facilities for pedestrian and bicycle traffic along the nearly 2-mile section of roadway. The new 26 ½ Road corridor will support and promote pedestrian and bicycle travel to the St Mary's employment area and points south to downtown.

Surrounding properties have a mix of land use designations and zone districts. The area to the east is zoned RL-4, to the south is zoned RM-8, and to the north and west are zoned a mix of R-1R and R-2R. Both the R-1R and R-2R zone districts are retired zone districts which no longer zone support rezones or implement any of the land use designations of the One Grand Junction Comprehensive Plan. There are also two churches located to the east at 632 26 ½ Road and 641 Horizon Drive. In proximity, the Cappella Assisted Living Facility with full time residents is located to the southeast within 200 feet of this property. This facility includes 84 beds, for a density of 8.8 dwelling units per acre.

The neighborhood has seen much of this growth in the past 20 years as it has seen infill with higher intensity land uses. The location of the area to St Mary's and other employment opportunities as well as the services these land uses provide to area residents are major factors in the desire and demand for high intensity and density development in the area. This order of development is how communities grow and people living in close proximity to St Mary's and employment opportunities and needed services is desirable. Increasing the area with more housing opportunities provides for more residents to benefit from this proximity. The subject property includes a church which in the development of the 2010 and 2020 Comprehensive Plans did not consider expansion of higher densities of residential land use since it was a church site and anticipated for church building growth. Now that the vacant land on the church site is no longer needed for future church building, reconsidering this for greater residential density is logical for the reasons already stated.

The subject property is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan which classifies it as an urban infill area.

The proposed RM-8 zoning on the subject property will increase the availability of medium density zoning in the neighborhood by expanding the zone district north from the current RM-8 boundary which currently stops at the property immediately south of the subject property, yet still preserves the existing low density residential land uses existing to the north and west of the subject property.

Therefore, Staff finds that this criterion has been met.

(C) Benefits. The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed rezoning.

A rezone to RM-8 increases the amount of undeveloped land available for medium densities as the area continues to attract residential development needing urban services and proximity to the St Mary's employment and services environs. As of December of 2023, RM-8 zoning within the City included 10% of all land zoned and only 161 acres of vacant land existed, or 13% of the total of RM-8 zoned lands. Additional areas of RM-8 zoning are needed in the community to accommodate short term growth.

The requested RM-8 zone district will provide an opportunity for housing within a range of density that is consistent with the needs of the growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types that meet the needs of all ages, abilities, and incomes identified in Plan Principle 5: Strong Neighborhoods and Housing Choices of the One Grand Junction Comprehensive Plan.

Therefore, Staff finds that this criterion has been met.

Section 21.02.160(f) of the Grand Junction Zoning and Development Code provides that a rezone shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Though the RM-12 zone district could be considered in a Residential Medium Land Use implementing zone district, the RM-8 zone is consistent with the recommendations of the Plan's proposed amended Land Use Map, compatible with the surrounding neighborhood, and provides for single family housing on a smaller residential lot, thereby providing housing choices to the community.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Rezone request, RZN-2024-144, from R-1R to RM-8 for the property located at 631 26 ½ Road, the following findings of fact and condition have been made.

On the request for a Rezone, if the Comprehensive Plan Amendment is approved, the following findings of fact have been made:

1. The request has met the burden of proof identified in Section 21.02.050(l)(3)(ii) of the Zoning and Development Code.

The Planning Commission recommended 5 to 1 denial of the requested Rezone.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on the type of use.

SUGGESTED MOTION:

I move to introduce an ordinance rezoning property located at 631 26 ½ Road to Residential Medium – 8 du/ac (RM-8) and set a public hearing for July 17, 2024.

Attachments

1. Development Application
2. Site Location, Aerial, Future Land Use & Zoning Maps, etc
3. Neighborhood Meeting Notes
4. Public Comments Received thru June 11th
5. Planning Commission Minutes - 2024 - June 11 - DRAFT
6. ORD-American Lutheran 20240619

CITY OF Grand Junction COLORADO

PUBLIC WORKS & PLANNING

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Comprehensive Plan Amendment; Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation	Residential Low	Existing Zoning	R-1R
Proposed Land Use Designation	Residential Medium	Proposed Zoning	RM-8

Property Information

Site Location:	631 26 1/2 Rd.	Site Acreage:	6.5
Site Tax No(s):	2945-023-00-072	Site Zoning:	R1R

Project Description: Comp Plan Amendment to Residential Medium; Rezone to RM-8

Property Owner Information		Applicant Information		Representative Information	
Name:	American Lutheran Church	Name:	Kaart	Name:	Kaart
Street Address:	631 26 1/2 Rd.	Street Address:	734 Main St.	Street Address:	734 Main St.
City/State/Zip:	G.J. CO 81506	City/State/Zip:	G.J. CO 81501	City/State/Zip:	G.J. CO 81501
Business Phone #:		Business Phone #:	241-0745	Business Phone #:	241-0745
E-Mail:	pastor.valerie.carlson@gmail.c	E-Mail:	Ty@kaart.com	E-Mail:	Ty@kaart.com
Fax #:	n/a	Fax #:	n/a	Fax #:	n/a
Contact Person:	Valerie Carlson	Contact Person:	Ty Johnson	Contact Person:	Ty Johnson
Contact Phone #:		Contact Phone #:	241-0745	Contact Phone #:	241-0745

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application: [signature] Date: 3/12/2024

Signature of Legal Property Owner: Rev. Valerie Carlson Date: 3/14/2024

734 Main Street
Grand Junction
CO 81501
970.241.0745
planning@kaart.com

American Lutheran Church
Comp Plan Amendment and Rezone
631 26 ½ Rd.
March 11, 2024
General Project Report

Project Description

The subject property is approximately 6.5 acres in size and is located at 631 26 ½ Rd., as displayed below.

This application requests a comprehensive plan amendment and a rezone for the subject property. The request is to change the future land use designation of the subject property

from Rural Low to Residential Medium, and a rezone to change the subject property from the R-1R zone district to the RM-8 zone district.

The applicant intends to execute a simple lot split, after the rezone, to sell a portion of their property that is currently unused. The applicant is currently maintaining and paying taxes on a large portion of their property, and it is in the applicant's best interest to sell that portion to help retire existing debt on the remaining portion of the property.

Public Benefit (of the entire project):

This project, if approved, will benefit the community as it will increase the acreage of land in the community that is zoned for medium density housing. The housing shortage and lack of affordability is well documented in our community, as is the lack of medium density housing and land zoned for medium density housing. This location is perfect for medium density housing given its close proximity to St. Mary's, the largest employer in Mesa Co., and associated medical uses along Patterson Rd. An RM-8 housing product at this location will attract future residents that are employed by St. Mary's, as they will have the ability to walk to work.

An additional public benefit to this project is that it is infill with existing built ROW and public utilities surrounding the property. Future development will take advantage of existing public infrastructure and prevent sprawl, which burdens the taxpayer due to the extension of public infrastructure.

Neighborhood Meeting

A neighborhood meeting was held on Monday, March 4th at the American Lutheran Church. The meeting had approximately 27 attendees and lasted from 5:30 - 6:30 pm. I presented an overview of the comp plan amendment and rezone request and described the process involved. A packet was handed out to attendees that defined the process and included an excerpt from the City of Grand Junction zoning code that defines the RM-8 zone district. Dave Thornton was present and addressed questions periodically throughout the meeting as they related to the City's process and plans.

The following is a summary of the primary concerns and questions raised during the meeting:

- Why is the applicant making this request?
- Concerns about traffic
- Questions about why schools are shutting down if we need housing
- Setbacks?
- What will be built there?
- How often do comp plan amendments happen?
- Process
- Was the RL-5 zone district considered?
- Questions for the City
    - What would it take for the City to not recommend approval
    - Community growth
    - Schools
    - Comp Plan process
- Complaints about nearby high density and elderly drivers
- Parking requirements. Where will cars park?

Project Compliance, Compatibility, and Impact

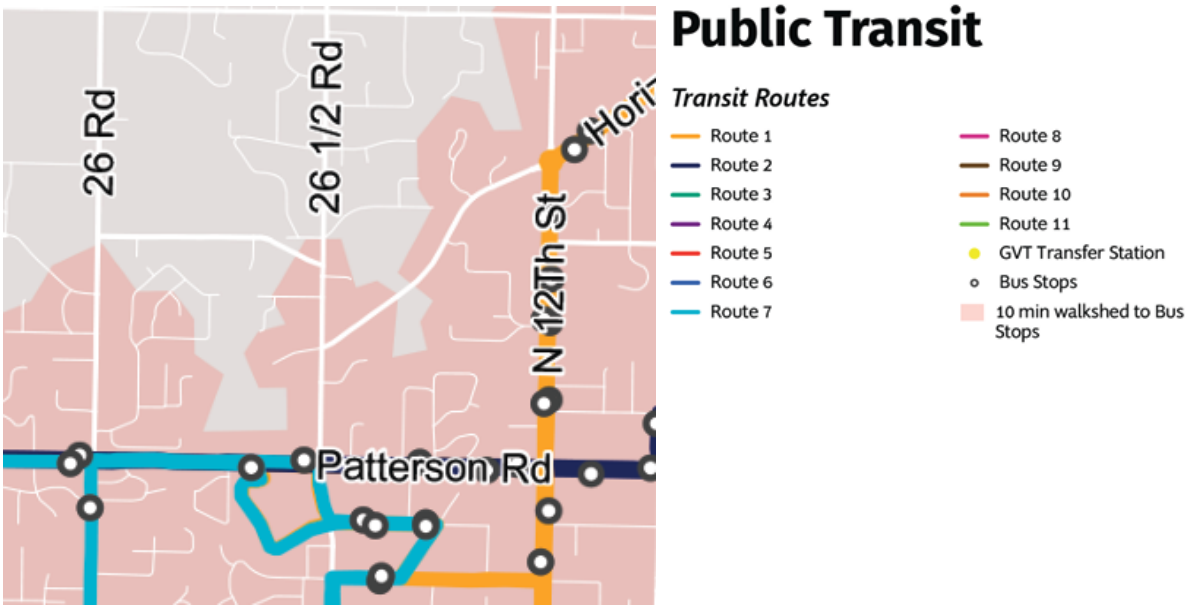
Adopted Plans and/or Policies

The subject property is designated as Residential Low in the future land use map of the comprehensive plan. This application proposes to change the future land use designation on the subject property to Residential Medium. The subject property is adjacent to property with Residential Medium future land use designation to the south and property with Residential High future land use designation to the southeast, as depicted in the figure below.

The land use designation descriptions from the Comp Plan provide a detailed description of what development in each land use designation should look like. This property is more consistent with the description of the residential medium land use designation, as shown in the table below.

Residential Low Characteristics	Residential Medium Characteristics
Provide a transition between the open, less-developed edges of Grand Junction and the denser urban areas toward the City's center.	Typically located in areas within walking distance of services and amenities and public transit.
May be located where public services and infrastructure are limited.	Provides housing near commercial and employment areas.

The property is located within a 10-minute walkshed of major transit routes on Patterson Rd., as shown in page 101 of the Comp Plan and below. Also of note is that the Comp Plan has designated Patterson Rd. as a potential bus rapid transit (BRT) corridor. Low density housing along major transit routes is a very poor use of land, and medium or high density housing at this location would provide a much greater benefit to our community as a whole, given proximity to existing and future public transit.



The proposed development meets a number of the goals and policies of the new 2020 Comprehensive Plan:

Plan Principle 2: Resilient and Diverse Economy

Policy 6. Invest in key infrastructure that supports business
Objective a. Attainable Housing.
Encourage the development of attainable housing for early and mid-career employees consistent with the City's housing goals.

Plan Principle 3: Responsible and Managed Growth

Policy 1. Intensification and Tiered Growth.
Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority). Periodically consider necessary updates to the Tiers. i. Tier 1: Urban Infill ii. Tier 2: Suburban Infill iii. Tier 3: Rural Areas and County Development

Policy 2. Encourage infill and redevelopment to leverage existing infrastructure.

Policy 6. Support the development of neighborhood-centered commercial uses and mixed-use development.
Objective c. Walkable Centers
Support the development of walkable community/neighborhood commercial centers that provide a variety of services and amenities to the immediate area, expand housing options, and/or provide live-work opportunities. Centers will vary in size and type but should be located consistent with the Commercial and Industrial Areas Framework Map.
Objective d. Density/Intensity
Encourage the transition of low-intensity or otherwise obsolete single-use centers to higher intensity, mixed use centers over time. Emphasize strategies that will expand housing options and available services within the immediate neighborhood.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Policy 1. Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

Objective a. Supply of Land
Monitor and periodically update the Land Use Plan to ensure the City has an adequate supply of land designated for a wide variety of housing types based on demand.
Objective b. Geographic Diversity
Ensure that the Land Use Plan accommodates a mixture of housing types and sizes in all areas of the city, including single-family and multi-family home types at varying densities, sizes, and price points.
Objective c. Housing Types
Promote a variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character.

Policy 4. Promote the integration of transportation mode choices into existing and new neighborhoods.
Objective b. Connectivity and Access.
Promote housing density located near existing or future transit routes and in areas where pedestrian and bicycle facilities can provide a safe and direct connection to neighborhood and employment centers.

Policy 5. Foster the development of neighborhoods where people of all ages, incomes, and backgrounds live together and share a feeling of community.
Objective b. Connectedness
Continue to implement programs and events that convene neighborhoods, help build relationships, and foster a feeling of connectedness among neighbors, especially those that are underserved or identify as minorities.

Land Use and Growth Framework
"Policies also encourage higher density development in areas located within urban intensification areas as well as priority growth areas such as the city's core, University District, Downtown District, and areas along transit corridors." (pg. 54 Comp Plan).

Surrounding Land Use

The subject property is currently surrounded by single-family residential development to the west, vacant property to the south, multi-family residential to the easet, and single-family residential to the north.

Availability of Utilities

- Sanitary Sewer: City of Grand Junction
- Water: Ute Water
- Storm Sewer: NA
- Gas: Excel
- Irrigation: GVIC

Approval Criteria

Section 21.02.050(e)(4)(iii) of the GJMC states that, "The Planning Commission and City Council shall review a Comprehensive Plan Amendment request in light of the following criteria: "

(A) The existing Comprehensive Plan and/or any related element thereof requires the proposed amendment; and

Response: First, it is important to note that the Comp Plan details the fact that the land use map must be periodically updated to stay relevant with the changes in housing demand in the community. Objective a. under Policy 1.1 of Plan Principle 5 states, "Monitor and periodically update the Land Use Plan to ensure the City has an adequate supply of land designated for a wide variety of housing types based on demand."

The Grand Valley Housing Needs Assessment was updated after the Comp Plan was adopted and provided an update on the housing demand in the community. It is well documented that the community needs more medium density housing in order to meet the demographic changes and growth in the community.

The land use designations of the future land use map are all assigned definitions with specific characteristics. The Comp Plan requires this proposed amendment to Residential Medium, as this property does not fit the characteristics of the Residential Low land use designation as shown below.

This requested change in land use designation for the subject property is needed in order for many components of the Comp Plan to be implemented. The Comp Plan emphasizes

the importance of infill development, providing diverse housing choices, and creating a community that is connected by multiple modes of transit to employment and commercial uses. The following policies and principles from the Comp Plan illustrate the need for this request to be approved in order for the Comp Plan to be implemented.

Residential Low Characteristics	**Residential Medium Characteristics**
Provide a transition between the open, less-developed edges of Grand Junction and the denser urban areas toward the City's center.	Typically located in areas within walking distance of services and amenities and public transit.
May be located where public services and infrastructure are limited.	Provides housing near commercial and employment areas.

The subject property is in the core of Grand Junction and located where public services and infrastructure are in abundance. It is within a 10-minute walkshed of major transit routes along Patterson Rd. and a defined major employment center of St. Mary's.

Finally, the Comp Plan requires this amendment in order to achieve its vision for strong neighborhoods and housing. The below principles and policies emphasize the need for diverse housing types

Plan Principle 5: Strong Neighborhoods and Housing Choices

Policy 1. Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

Objective a. Supply of Land

Monitor and periodically update the Land Use Plan to ensure the City has an adequate supply of land designated for a wide variety of housing types based on demand.

Objective b. Geographic Diversity

Ensure that the Land Use Plan accommodates a mixture of housing types and sizes in all areas of the city, including single-family and multi-family home types at varying densities, sizes, and price points.

Objective c. Housing Types

Promote a variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character.

This criterion has been met.

(B) The community or area will derive benefits from the proposed amendment; and/or
Response: This property has been vacant and underutilized for decades, while housing needs in the City have increased dramatically. The City has dedicated a lot of time and resources to making housing more available and to identify needed housing types. Those studies have called for more housing that is consistent with and will be provided by the Residential Medium land use designation.

The below excerpt from the Grand Valley Housing Needs Assessment illustrates how far behind our community is when it comes to medium density housing.

> *Over the past decade 5,391 single-family units and only 759 multifamily units have been permitted, around 87% of those multifamily units were in structures with 5 or more units. The level of multifamily development has not kept up with the increase in renter households. (pg. 8)*

> *According to estimates from the Comprehensive Plan, the Sewer 201 Boundary will grow to 103,623 in 2025, 110,036 in 2030, 117,360 in 2035 and in 2040 the population estimate is 124,220. With a 2.2 persons/household average, and a population increase of 25,401 people, the Persigo Sewer 201 area will need 11,546 additional dwelling units through 2040. That is an average of 577 new dwelling units annually. (pg. 39)*

Building permits issued across Mesa County since 2020 indicate that building activity is not keeping up with the demand for housing, especially the demand for medium density housing. The table below shows building permits issued in the City of Grand Junction to date since 2020 by housing type. The community will benefit from more medium density housing.

Year	One Family	Two Family	Multi Family
2020	507	9	12
2021	540	4	19
2022	360	1	11
2023	272	3	25
2024 (Jan & Feb)	53	0	6
Total	1,732	17	73

This criterion has been met.

(C) The amendment will be consistent with the vision, goals, principles, and policies of the Comprehensive Plan and the elements thereof.
Response: This proposed amendment is consistent with the vision, goals, principles, and policies of the Comp Plan as detailed in pages 3-6 of this report
This criterion has been met.

Section 21.02.050(I)(3)(ii) of the GJMC states that Review Criteria An applicant for Rezoning has the burden of producing evidence that proves each of the following criteria:
(A) Consistency The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.
Response: RM-8 zoning is one of the implementing zone districts for the Residential Medium land use designation. Additionally, the proposed RM-8 zoning is consistent with the vision, goals, principles, and policies of the Comp Plan as detailed in pages 3-6 of this report.
This criterion has been met.

(B) Development Patterns The proposed zoning will result in logical and orderly development pattern(s).
Response: The subject property is adjacent to multifamily housing to the east, medium density zoned vacant land to the south, and lower density single-family residential to the

north and west. Medium density residential in this location is logical in that it continues with the existing development pattern of the area, as it provides a buffer between high density zoning to the east and southeast and the lower density single family uses to the west and north. Additionally, medium density zoning along 26 ½ Rd. is logical as it is a major thoroughfare with planned infrastructure improvements. The subject property is walking distance to a major employment center and major transit routes along Patterson Rd.

This criterion has been met

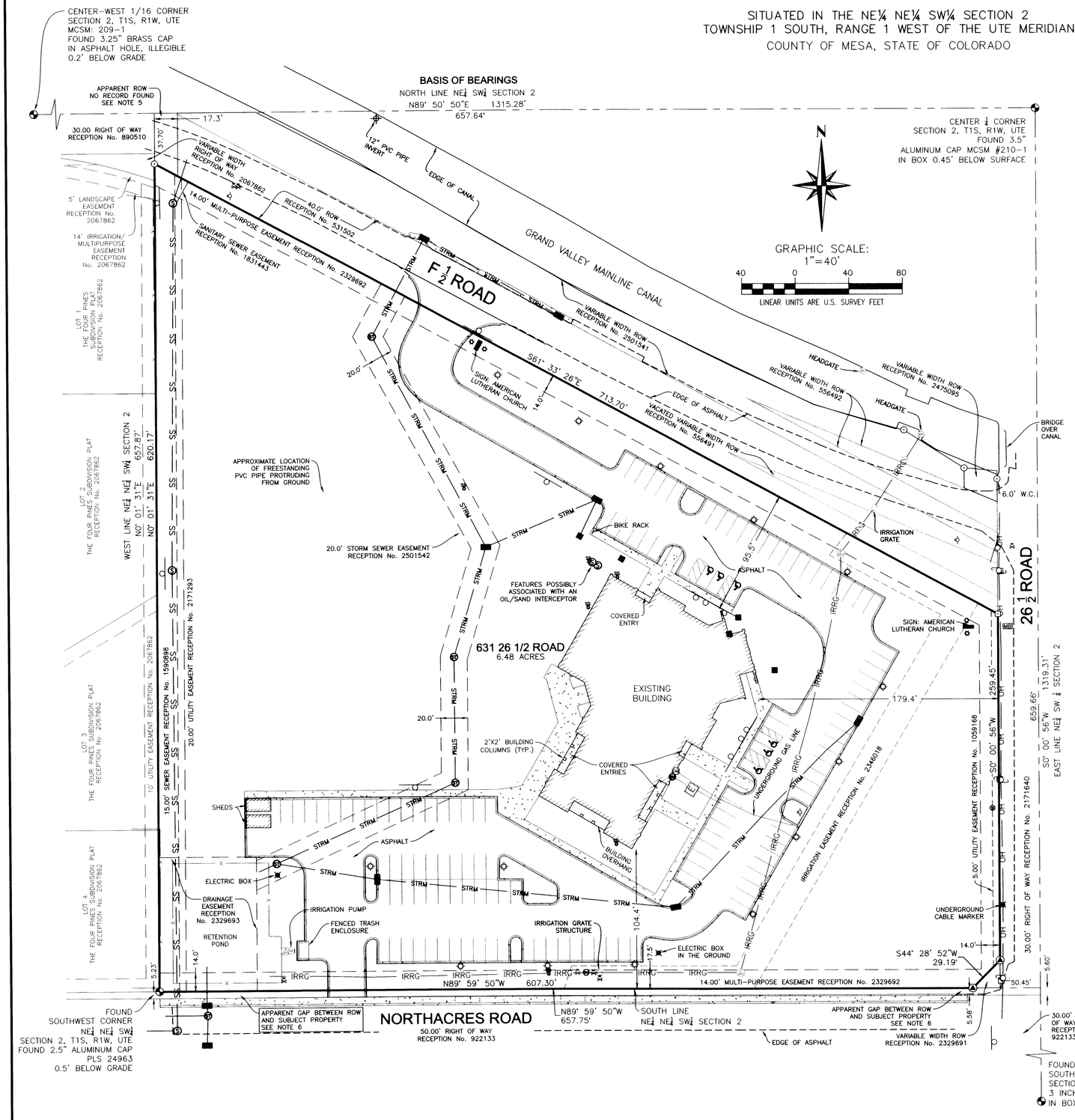
(C) Benefits The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

Response: The proposed change provides a significant benefit to the community as it implements the Comp Plan in many ways and creates more medium density zoned land to improve upon the housing issue that was well documented on pages 9-10 of this narrative.

This criterion has been met

IMPROVEMENT SURVEY

SITUATED IN THE NE¼ NE¼ SW¼ SECTION 2
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



LEGAL DESCRIPTION:

All that part of the NE¼ NE¼ SW¼ of Section 2, Township 1 South,
Range 1 West of the Ute Meridian, lying South of the right of way of the Grand Valley Irrigation Company Canal;
EXCEPT all that part as conveyed by deed recorded December 8, 1950 in Book 537 at Page 338, for highway purposes;
EXCEPT all that part as conveyed by deed recorded March 14, 1952 in Book 562 at Page 526;
AND EXCEPT the East 30.00 feet thereof as conveyed to the City of Grand Junction by deed recorded January 8, 2004 in Book 3566 at Page 173, Reception No. 2171294
and corrected by Deed recorded January 12, 2004 in Book 3567 at Page 133, Reception No. 2171640.

Said parcel contains 6.49 ACRES.

ABBREVIATIONS:

N	NORTH
S	SOUTH
E	EAST
W	WEST
T	TOWNSHIP
R	RANGE
MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT OF WAY
SIMS	SURVEY INFORMATION MANAGEMENT SYSTEM
PLS	PROFESSIONAL LAND SURVEYOR
No.	NUMBER
GPS	GLOBAL POSITIONING SYSTEM
ID	IDENTIFICATION
SQ	SQUARE
FT	FEET
AVE.	AVENUE
ST.	STREET
CT.	COURT
LN.	LANE
DR.	DRIVE
U.S.	UNITED STATES
L.C.E.	LIMITED COMMON ELEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
W.C.	WITNESS CORNER

LEGEND:

FOUND SURVEY MARKER AS DESCRIBED	⊕
FOUND No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 20677	⊙
FOUND No. 5 REBAR WITH ILLEGIBLE 2 INCH ALUMINUM CAP	⊡
SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904	⍟
EXISTING UTILITY POLE	
EXISTING SIGN	
EXISTING ELECTRIC TRANSFORMER	E
EXISTING ELECTRIC METER	E
EXISTING GAS METER	G
EXISTING CAN LIGHT	
EXISTING SANITARY SEWER MANHOLE	S
EXISTING SANITARY SEWER CLEANOUT	SS
EXISTING WATER VALVE	
EXISTING FIRE HYDRANT	
EXISTING WATER METER	W
EXISTING STORM INLET	
EXISTING AREA INLET	
EXISTING IRRIGATION MANHOLE	IRR
EXISTING IRRIGATION FEATURE	IRR
EXISTING WATER MANHOLE	W
EXISTING STORM MANHOLE	ST
EXISTING LIGHT POLE	
EXISTING UTILITY PEDESTAL	
EXISTING UNDERGROUND ELECTRIC LINE	UGE
EXISTING UNDERGROUND IRRIGATION LINE	IRRG
EXISTING SANITARY SEWER LINE	SS
EXISTING STORM SEWER LINE	STRM
EXISTING OVERHEAD UTILITY LINE	OH
EXISTING FENCE LINE	X
EXISTING CONCRETE	

SURVEYOR'S CERTIFICATION:

I, Patrick W. Click, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat represents a field survey completed by me and / or under my direct supervision. Both conform to the standards of practice, statutes and laws of the State of Colorado to the best of my knowledge and belief. This statement is not a guaranty or warranty, either expressed or implied.

COLORADO LICENSED
PATRICK W. CLICK
37904
8-21-23
PROFESSIONAL LAND SURVEYOR

COLORADO REGISTERED LAND SURVEYOR PLS #37904

NOTES

1. OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE WITHOUT USING A CURRENT TITLE POLICY.

2. BEARINGS ARE BASED ON THE NORTH LINE OF NE¼ SW¼ SECTION 2, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN. THE VALUE USED N89°50'50"E, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. MESA COUNTY SURVEY MARKERS WERE FOUND AT THE EAST AND WEST ENDS OF SAID LINE AS SHOWN HEREON.

3. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

4. THIS IMPROVEMENT SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 2172700, OF THE MESA COUNTY RECORDS.

5. WHEN PLOTTING THE LOCATION OF THE ROAD RIGHT OF WAYS FOR F ½ ROAD, SPECIFICALLY THE 40 FOOT RIGHT OF DESCRIBED AT RECEPTION NUMBER 531502, AN APPROXIMATE GAP OF 17 FEET BETWEEN THE WEST LINE OF THE ROW, AND THE WEST LINE OF THE NE¼ NE¼ SW¼ OF SECTION 2 IS EVIDENT. SAID GAP IS SHOWN HEREON BUT WAS NOT MONUMENTED AS PART OF THIS SURVEY.

6. THERE APPEARS TO BE AN APPROXIMATE 5.5 FOOT GAP BETWEEN THE SOUTH LINE OF THE SUBJECT PROPERTY AND THE NORTH LINE OF THE 50 FOOT RIGHT OF WAY FOR NORTHACRES ROAD, AS SHOWN ON THE PLAT OF NORTHACRES SUBDIVISION AT RECEPTION No. 922133. THE SOUTH LINE OF THE SUBJECT PROPERTY IS THE SOUTH LINE OF THE NE¼ NE¼ SW¼ OF SECTION 2. FOUND MONUMENTS TO SUPPORT THE LOCATION OF SAID SOUTH LINE ARE SHOWN HEREON. WHEN SAID PLAT, AS WELL AS THE SUBSEQUENT PAXTON VALLEY SUBDIVISION ARE PLOTTED, SAID GAP CAN BE FOUND. SAID PLATS MAKE NO REFERENCE TO THE SOUTH LINE OF THE NE¼ NE¼ SW¼ OF SECTION 2 WHEN DESCRIBING THE NORTHERLY LINE OF THE ROW, SO AS TO INDICATE THEY ARE THE SAME LINE. SAID GAP IS DIMENSIONED HEREON.

LAND SURVEY DEPOSIT
MESA COUNTY SURVEYORS OFFICE
DATE 9/21/2023
DEPOSIT No. 6876-23

IMPROVEMENT SURVEY
AMERICAN LUTHERAN CHURCH
SITUATED IN THE NE¼ NE¼ SW¼ SECTION 2
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

JOB #: 2023-104 FIELD WORK: JM DRAWN BY: JW-NB
DATE: 8/21/23 DRAWING NAME: 631 26-1/2 RD CHECKED BY: PC

POLARIS SURVEYING
PATRICK W. CLICK P.L.S.
3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038

DEPOSIT 6876-23

LEGAL DESCRIPTION

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 2, from whence the Center-West Sixteenth Corner bears S89°50'50"W a distance of 1315.28 feet for a Basis of bearings, all bearings herein related thereto; thence S89°50'50"W along the North line of the Northeast Quarter of the Southwest Quarter of Section 2 a distance of 657.64 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 2; thence S0°01'31"W a distance of 37.70 feet to the Point of Beginning; thence S61°33'26"E along the Southwesterly line of the Right of Way described at Reception Number 531502, a distance of 713.70 feet to the Westerly line of the Right of Way for 26 ½ Road described at Reception Number 2171640; thence S0°00'56"W along said Right of Way for 26 ½ Road a distance of 259.45 feet to the Northerly line of the Right of Way described at Reception Number 2329691; thence S44°28'52"W along said Northerly line a distance of 37.00 feet; thence N89°57'53"W a distance of 601.83 feet; thence N0°01'31"E a distance of 5.23 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 2; thence N0°01'31"E a distance of 620.17 feet to the Point of Beginning.

Said parcel of land contains 6.56 acres as described.

Legal description written by:
Patrick W. Click
Colorado licensed surveyor number 37904
3194 Mesa Ave #B
Grand Junction, CO 81504

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) American Lutheran Church ("Entity") is the owner of the following property:

(b) 631 26 1/2 Rd. GRAND JUNCTION, CO 81506 (2945-023-00-072)

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) ~~Manager~~ Pastor for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

(•) My legal authority to bind the Entity both financially and concerning this property is unlimited.

( ) My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

(•) The Entity is the sole owner of the property.

( ) The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Comp Plan Amendment; Rezone

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) none

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: Rev. Valerie Carlson

Printed name of person signing: Rev. Valerie Carlson

State of Colorado)

County of Mesa) ss.

Allison Little
NOTARY PUBLIC
State of Colorado
Notary ID: 20174039444
My Commission Expires September 22, 2025

Subscribed and sworn to before me on this 15 day of MARCH, 2024

by Reverend Valerie Carlson

Witness my hand and seal.

My Notary Commission expires on September 22, 2025

Allison Little
Notary Public Signature

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:
American Lutheran Church.
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

The type of entity is: Religious Institution (Christian Church).

The entity is formed under the laws of the State of Colorado.

The mailing address for the entity is: 631 26 1/2 Rd. Grand Junction, CO 81506.

The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
Rev. Valerie Carlson, Pastor Allison Little, Church Council President
Rev. Daniel Carlson, Pastor.

The authority of the foregoing person(s) to bind the entity is (not limited) (limited as follows):
not limited.

Other matters concerning the manner in which the entity deals with interests in real property:
Congregational vote.

Executed this 14th day of March, 2024.

Allison Little
NOTARY PUBLIC
State of Colorado
Notary ID: 20174039444
My Commission Expires September 22, 2025

Rev. Valerie Carlson
Signature (Type or Print Name Below)

Rev. Valerie Carlson

STATE OF COLORADO)
)ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 15 day of March, 2024, by Valerie Carlson (insert name of individual) as Pastor (insert office held or role (President, Vice President or member, manager or managing member for LLCs) for American Lutheran Church (insert name of corporation or LLC).

Witness my hand and official seal.
My commissioner expires: September 22, 2025 Allison Little
Notary Public

RECEPTION #: 2475095, BK 4791 PG 172 02/06/2009 at 02:43:21 PM, 1 OF 2, R
$10.00 S $1.00 D $0.00 EXEMPT Janice Rich, Mesa County, CO CLERK AND RECORDER

2 PAGE DOCUMENT

WARRANTY DEED

American Lutheran Church, a nonprofit corporation, Grantor, whose address is 631 26 1/2 Road, Grand Junction, CO 81506 for and in consideration of the sum of Nine Hundred Forty-Two and 80/100 Dollars ($942.80), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality, Grantee,** whose address is 250 North 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, the following described real property in the County of Mesa, State of Colorado, to wit:

A parcel of land for Public Roadway & Utilities Right-of-Way purposes, located in the Southwest Quarter (SW ¼) of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of said SW ¼, and considering the East line of the SW ¼ of said Section 2 to bear S00°01'13"W, with all bearings herein being relative thereto; thence S00°01'13"W, along the East line of said SW ¼, a distance of 272.11 feet; thence N90°00'00"W a distance of 30.00 to the West line of 26 ½ Road right of way as same is recorded in Book 3567, Page 133, at the office of the Mesa County Clerk and Recorder, the POINT OF BEGINNING; thence S00°01'13"W, along said West line of 26 ½ Road right of way, a distance of 23.18 feet; thence N67°13'47"W a distance of 26.60 feet; thence N00°01'03"E a distance of 15.24 feet; thence S84°29'06"E a distance of 24.64 feet, more or less, to the point of beginning.

Containing 471.40 square feet, more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 25 day of January, 2009.

American Lutheran Church, a nonprofit corporation

By: Peter C. Rekemeyer
Peter Rekemeyer, Council President

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 25th day of January, 2009, by Peter Rekemeyer, Council President for American Lutheran Church, a nonprofit corporation.

My commission expires: _____

Witness my hand and official seal.

NOTARY PUBLIC PEGGY HUNTER STATE OF COLORADO

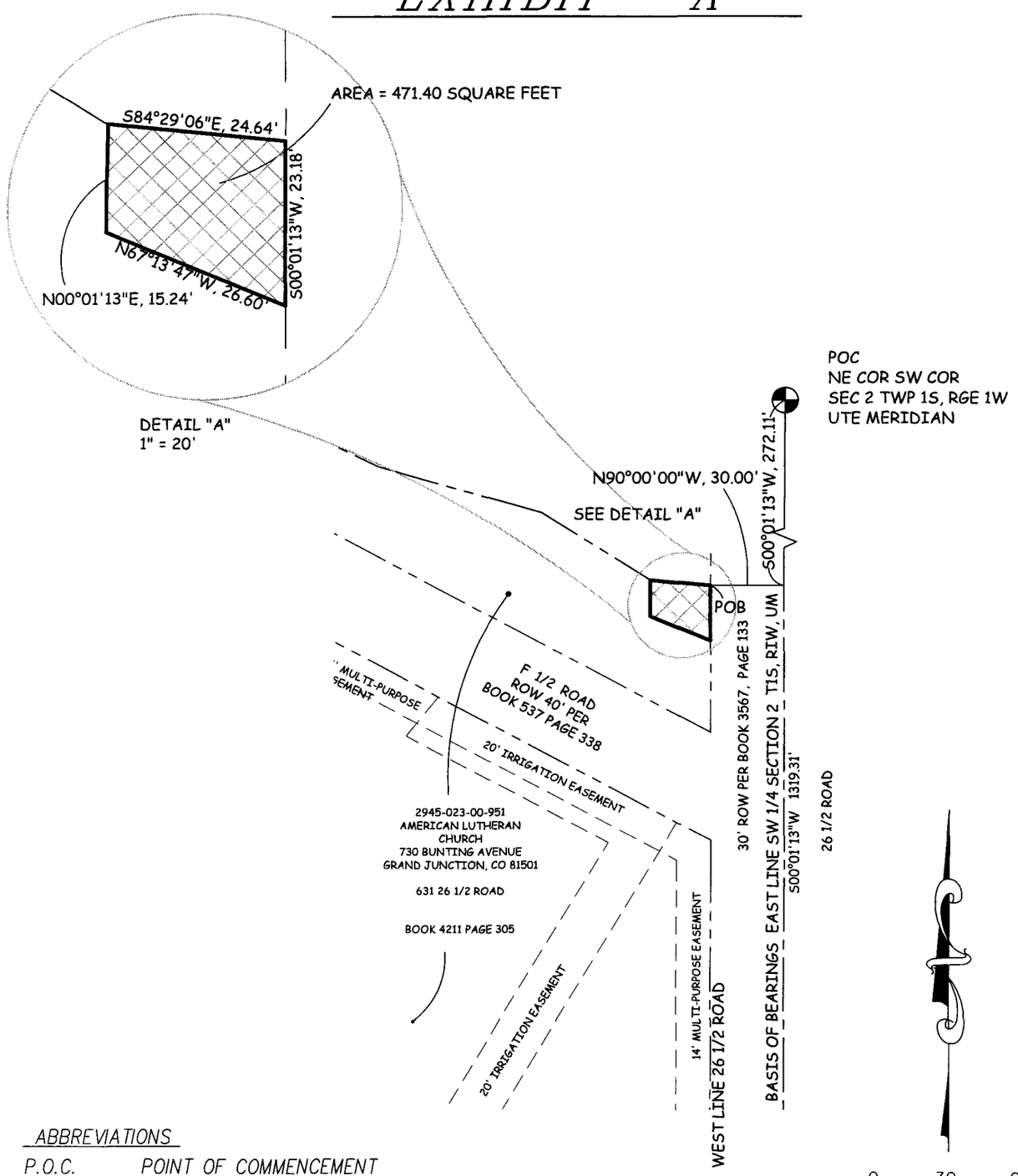
My Commission Expires 03/03/2009

Peggy Hunter
Notary Public

The foregoing legal description was prepared by Mike Grizenko, 250 North 5th Street, Grand Junction, Colorado 81501

RECEPTION #: 2475095, BK 4791 PG 172 02/06/2009 at 02:43:21 PM, 2 OF 2, R
$10.00 S $1.00 D $0.00 EXEMPT Janice Rich, Mesa County, CO CLERK AND RECORDER

EXHIBIT "A"



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

PETER T. KNOCK
REGISTERED
COLORADO
No. 32824
10-23-08
PROFESSIONAL LAND SURVEYOR

DRAWN BY: MG
DATE: 10-23-2008
SCALE: 1" = 60'
APPR. BY: PTK

26 1/2 ROAD BRIDGE REPLACEMENT
R/W - 203

2945-023-00-951
AMERICAN LUTHERAN CHURCH

CITY OF Grand Junction COLORADO

N:\LandPro\F62200 (GRJ-26.5-F.6 BRIDGE REPLACEMENT)\dwg\From Real Estate 3-04-08\7TH F5 BRIDGE EXHIBITS.dwg, 10/23/2008 1:51:51 PM

734 Main Street
Grand Junction
CO 81501
970.241.0745
planning@kaart.com

Neighborhood Meeting Summary

A neighborhood meeting was held on Monday, March 4th at the American Lutheran Church. The meeting had approximately 27 attendees and lasted from 5:30 - 6:30 pm. I presented an overview of the comp plan amendment and rezone request and described the process involved. A packet was handed out to attendees that defined the process and included an excerpt from the City of Grand Junction zoning code that defines the RM-8 zone district. Dave Thornton was present and addressed questions periodically throughout the meeting as they related to the City's process and plans.

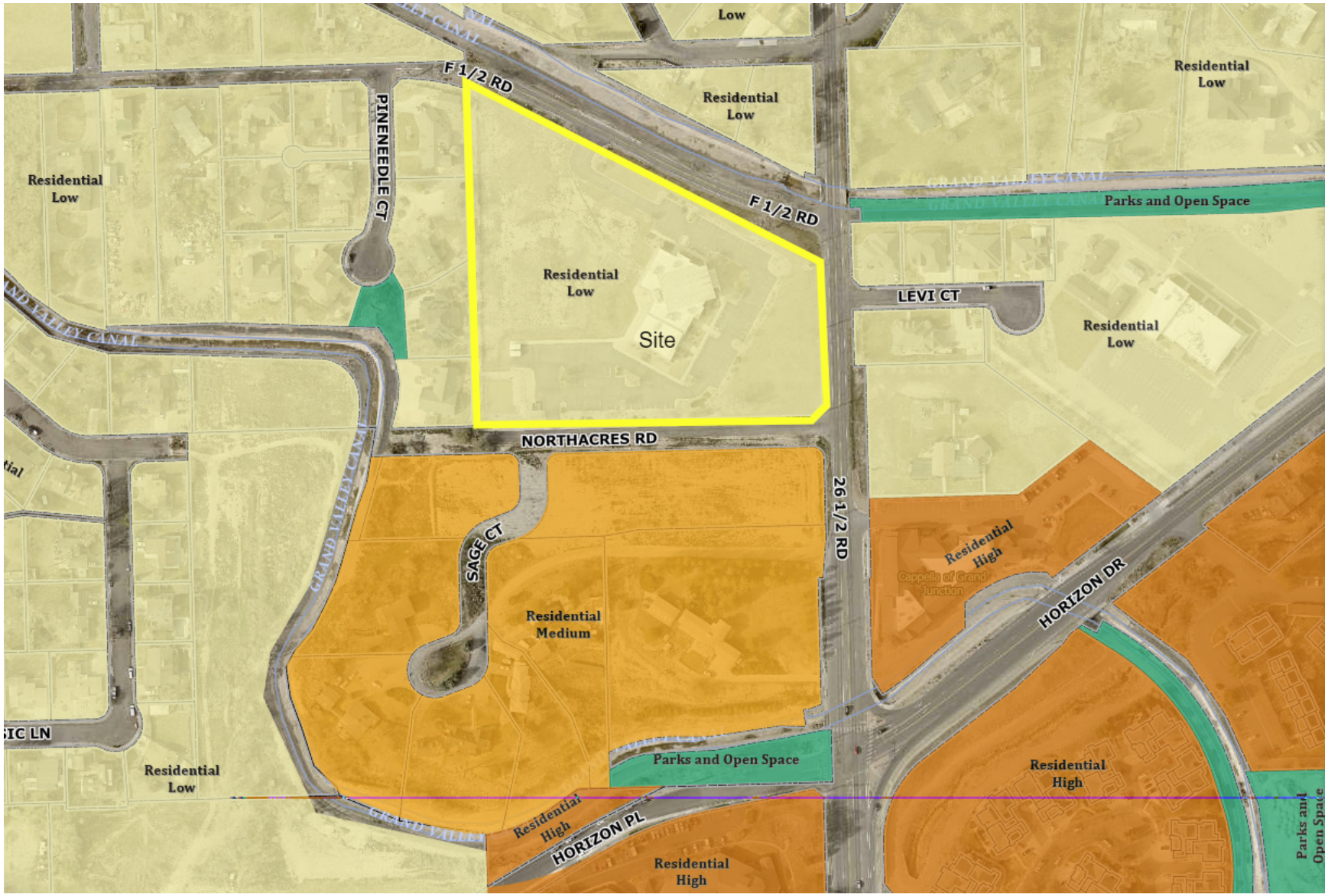
The following is a summary of the primary concerns and questions raised during the meeting:

- Why is the applicant making this request?
- Concerns about traffic
- Questions about why schools are shutting down if we need housing
- Setbacks?
- What will be built there?
- How often do comp plan amendments happen?
- Process
- Was the RL-5 zone district considered?
- Questions for the City
    - What would it take for the City to not recommend approval
    - Community growth
    - Schools
    - Comp Plan process
- Complaints about nearby high density and elderly drivers
- Parking requirements. Where will cars park?

Site Vicinity Map – American Lutheran Church Comp Plan Amendment & Rezone

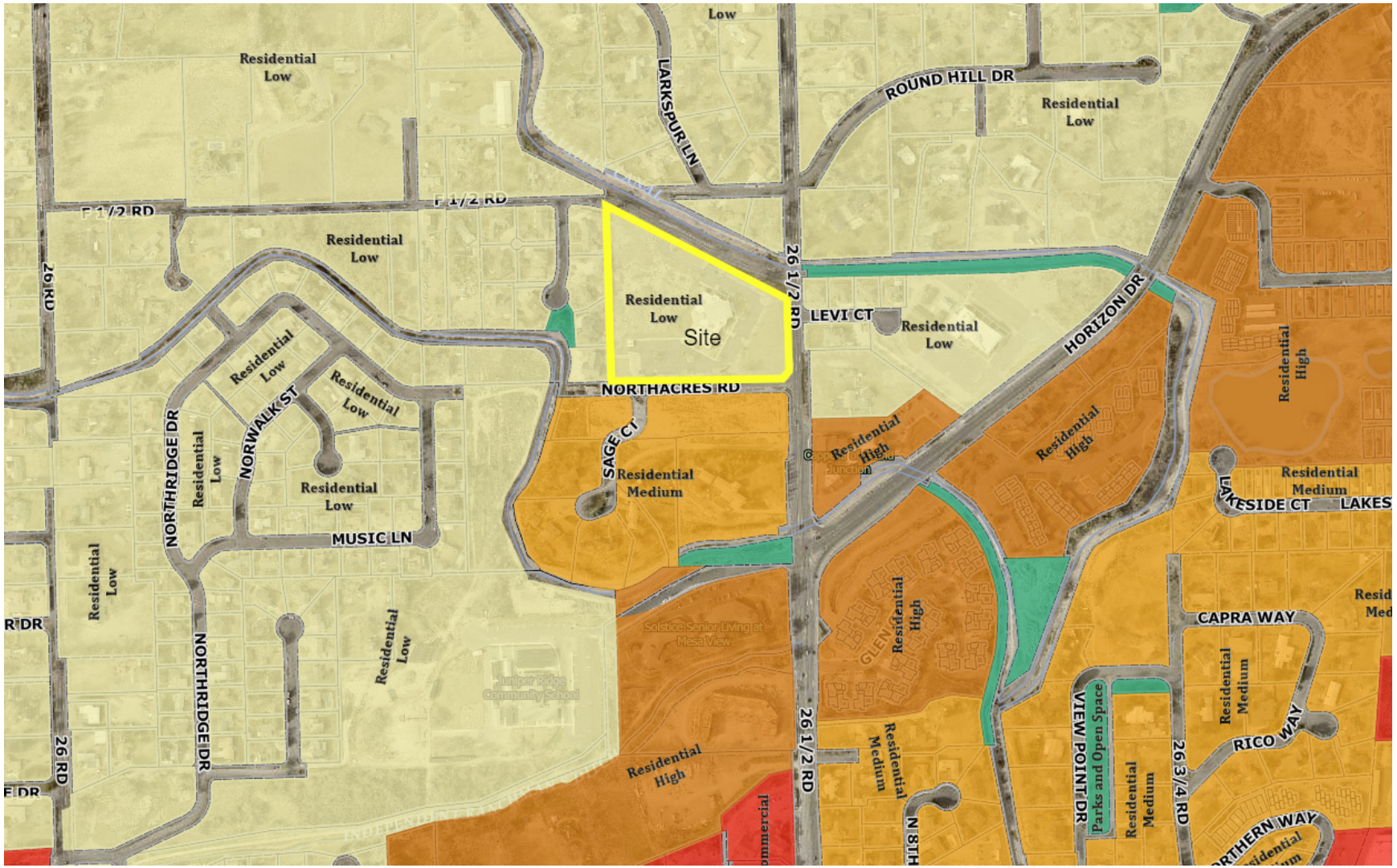
Site Location Map

Land Use Map

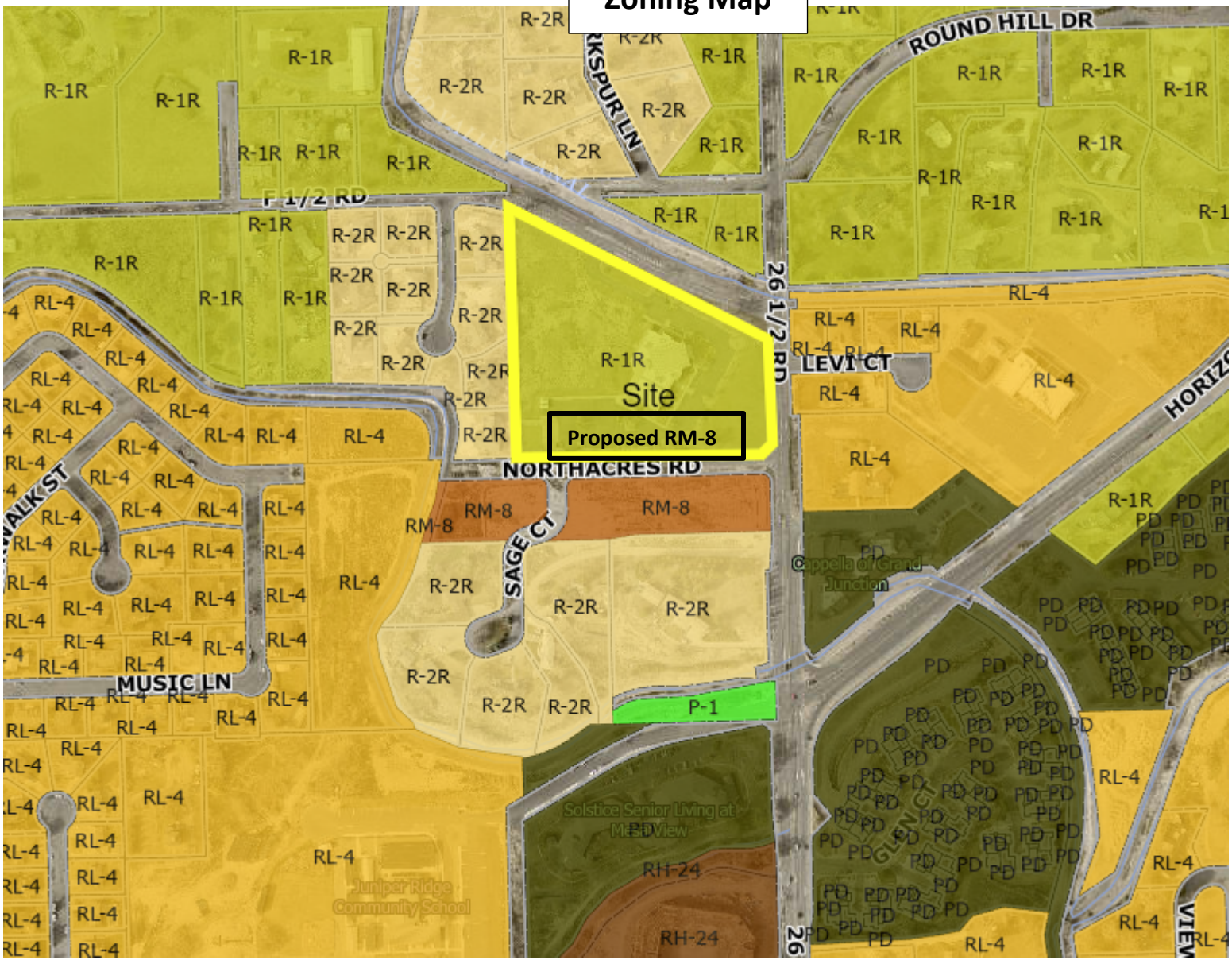

Low
F 1/2 RD
Residential
Low
Residential
Low
Residential
Low
PINENEEDLE CT
F 1/2 RD
Parks and Open Space
Residential
Low
Site
LEVI CT
Residential
Low
NORTHACRES RD
26 1/2 RD
SAGE CT
Residential
Medium
Residential
High
HORIZON DR
Parks and Open Space
Residential
High
Residential
Low
Residential
High
HORIZON PL
Residential
High
Parks and
Open Space

Land Use Map

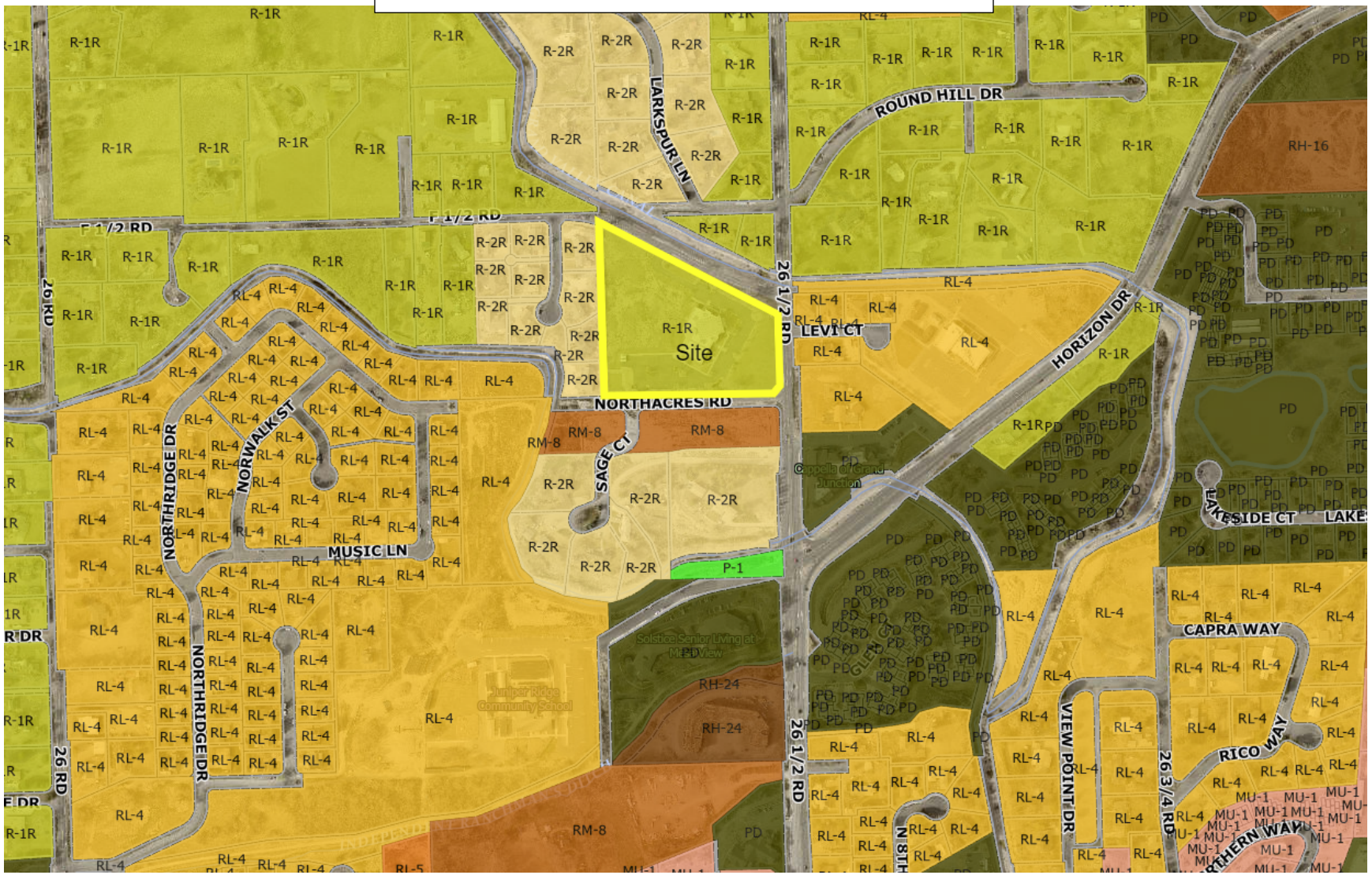
Larger View



Zoning Map


ROUND HILL DR
F 1/2 RD
26 1/2 RD
LEVI CT
NORTHACRES RD
SAGE CT
MUSIC LN
WALK ST
GLEN CT
Site
Proposed RM-8
R-1R
R-2R
RL-4
RM-8
RH-24
P-1
PD
Cappella of Grand Junction
Solstice Senior Living at Mesa View
Juniper Ridge Community School

Zoning Map Larger View



View from 26 ½ Road looking West

View from F ½ Road looking south

View of property from North Acres Road looking north

734 Main Street
Grand Junction
CO 81501
970.241.0745
planning@kaart.com

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    - What would it take for the City to not recommend approval
    - Community growth
    - Schools
    - Comp Plan process
- Complaints about nearby high density and elderly drivers
- Parking requirements. Where will cars park?

David Thornton

From: Gregg K. Kampf <gkampf@hfak.com>
Sent: Wednesday, June 5, 2024 11:44 AM
To: David Thornton
Subject: American Lutheran Church request for Comp Plan Amendment and Rezone to RM-8; Planning Commission Hearing on June 11 at 5:30 pm

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

To Planning Commission
c/o David Thornton, (ACP)
Principal Planner
City of Grand Junction

I am writing in support of the request to change the Comp Plan and allow the property at 631 26 ½ Road to be rezoned to RM-8 for the reasons very convincingly stated in the application filed by Kaart. I will not repeat those statements here but just say that this request supports a very significant need in our community for medium density workforce housing, and the location meets many of the criteria for such housing in Grand Junction.

I have been a long-time member of the church.

Thank you for your consideration and for your service to the community.

Gregg Kampf

Hoskin Farina & Kampf, P.C.

(970) 986-3400

FAX: (970) 986-3401

Confidential and Privileged:

This e-mail communication, including any attachment(s), contains information intended only for the use of the individual or entity to which it is addressed and may contain information that is legally privileged and/or confidential. If you are not the intended recipient or an employee or agent responsible for delivering the communication to the intended recipient, you are hereby notified that any review, disclosure, copying, printing, distribution, or use of its contents or attachments is strictly prohibited. If you have received this communication in error, please notify our administrator immediately by telephone at (970) 986-3400, return the original communication and its attachment(s) to admin@hfak.com and permanently delete the communication from your system. Thank you.

David Thornton

From: Todd Ousley <toddousley@gmail.com>
Sent: Sunday, June 9, 2024 1:51 PM
To: Andrew Teske; ateske@hfak.com; herek.kimberly@gmail.com; kehlers@threesail.net; Keith Ehlers; Ken Scissors; Kimberly Herek; Melanie Duyvejonck; melanie.duyvejonck@mesacounty.us; Melanie Duyvejonck; Sandra Weckerly; sandra.weckerly@gmail.com; scissorsgj@gmail.com; shannons@gjcity.org; shannon@shannonsecrest.com; Tamra Allen; David Thornton
Subject: CPA-2024-143 & RZN-2024-144 American Lutheran Church 631 26 1/2 Road Comments

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

Planning Commission Members,

My name is Todd Ousley. I represent the Four Pines Subdivision as the HOA President. The Four Pines Subdivision is located on Pineneedle Court, which is immediately to the east and adjacent to the land parcel owned by the American Lutheran Church at 631 26 1/2 Road. The American Lutheran Church is requesting an amendment to the City of Grand Junction Comprehensive Master Plan to change the 6.56 acre parcel from Residential Low to Residential Medium. They are also requesting a rezone of the 6.56 acre property from R-1 to RM-8. The Four Pines neighborhood and homes are the properties that are most impacted by this request. Our HOA has a number of concerns we would like the planning commission to be aware of prior to the public hearing.

1. The church building infrastructure and parking lot occupy over half of the 6.56 acres. It does not seem appropriate to change the Comp Plan and rezoning for **the entire parcel**. This could result in high density housing directly adjacent to low density housing, with no transition. Given that an existing 16,800 SF church building is already located on the 6.56 acre lot, there is a particular concern about the use of clustering provisions in the zoning code to potentially concentrate all of the allowed density for the entire zone lot onto the approximately 3 acres of open portion of the zone lot. For this reason, **it is our strong opinion that the American Lutheran Church be required to subdivide their land parcel into TWO LOTS prior to moving forward with a change to the Comp Plan and rezoning in order** to eliminate a potential loophole that could double the development density of the vacant portion of the church property.

2. With the current residential density in the area and the rural character of F 1/2 Road between 26 road and 26 1/2 road, the unimproved roadway is a very popular stretch for pedestrians, joggers, dogwalkers, child cyclists, and other non-vehicle commuters and users. This can conflict with vehicle commuters that use F 1/2 Road as an alternate to Patterson Road at rush hour to avoid congestion. Currently there is **no bike lane or paved shoulder whatsoever on F 1/2 Road** between 26 Road and 26 1/2 Road. The addition of medium density housing on the church parcel will add 50-100 additional vehicles that will be using F 1/2 road multiple times daily. **It is our strong opinion that infrastructure improvements and traffic calming features need to be made to F 1/2 Road between 26 Road and 26**

1/2 Road prior to ANY development on the church parcel, and that development on the church parcel should not have a left out connection to F ½ Road.

3. We understand that the location of the vacant land on the church parcel is a logical place for residential development. However, it is surrounded on 3 sides by a Residential Low Comprehensive Plan designation. A change from R-1 to RM-8 is not a smooth transition. **It is our strong opinion to NOT make an amendment to the Comprehensive Master Plan**. We feel it is most appropriate for the Planning Commission to adhere to the Comp Plan, and **keep the parcel designated Residential Low with a rezone to R-4**. Changes to the Comprehensive Master Plan should not be taken lightly. Citizens of Grand Junction make some of their most important housing and financial life decisions based in part on the Comprehensive Master Plan. The Citizens of Grand Junction should be able to have trust in the Planning Commission to stay true to the vision of the Comprehensive Master Plan.

4. The requested changes by the American Lutheran Church have building height restrictions of 50 feet. **A building height of 50 feet would significantly alter the character, feel, privacy, and value of all the neighboring properties**. In the Four Pines subdivision this would directly impact 4 homes, and potentially their only view would be a 50-foot building. **It is our strong opinion that the height restriction on ANY development at 631 26 1/2 Road be limited to a height consistent with one or two story single family properties.**

Thank you for reviewing and giving consideration to the identified concerns prior to the public hearing. We understand that this is an emotional issue for many of the surrounding residents, and you will hear a variety of concerns at the meeting. Our HOA feels it is critically important for you to consider our **valid and objective concerns** in your decision making process.

Yours Truly,

Todd Ousley

642 Pineneedle Court

Grand Junction CO 81506

970-234-9054

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Monday, June 10, 2024 3:28 PM
To: David Thornton
Cc: Jacob Kaplan
Subject: [Grand Junction Speaks] Comment submitted for: American Lutheran Church Comp Plan Amendment and Rezone

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

The following comment has been submitted for American Lutheran Church Comp Plan Amendment and Rezone by Dorothy Lorraine Burkhart:

commenting on the proposed zoning change for the church next door. that would be nearly 50 units per on that property we have difficulty right now getting out on 26 1/2 Road plus why are we down grating the area our homes in here are now worth 500000 to 1000000 we don't need high density low income houses next door get it together on your planning committee. this is ridiculous. just stick to the original Zone

You can approve or reject the comment here.

This email was delivered by gjspeaks.org

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Friday, June 7, 2024 6:07 PM
To: David Thornton
Cc: Jacob Kaplan
Subject: [Grand Junction Speaks] Comment submitted for: American Lutheran Church Comp Plan Amendment and Rezone

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

The following comment has been submitted for American Lutheran Church Comp Plan Amendment and Rezone by Thomas H. Kierstead:

Although I intend to attend the meeting, I will leave these thoughts for the record in the event I am unable to be there in person. I have 22 years service, although it was in another state, working closely with the planning commission as a member and president of the county board of zoning appeals for the local lake watershed in a four season resort. We approached issues like this much in the same manner as the application by the American Lutheran Church (ALC), of which I am a member. It seems to me to be a good use of the property, designed to provide much needed housing for professionals who would be employed by our local regional health providers like St. Marys, or teachers in our public schools. These professionals need more affordable homes, not as readily available in the Valley. The City and County government are supporting development of affordable housing units. It seems wise to me that we do this in an orderly manner when we can. This property seems ideal for a small development to me. Please give it favorable consideration.

You can approve or reject the comment here.

This email was delivered by gjspeaks.org

David Thornton

From: Grand Junction Speaks <no-reply@gjspeaks.org>
Sent: Sunday, June 9, 2024 12:25 PM
To: David Thornton
Cc: Jacob Kaplan
Subject: [Grand Junction Speaks] Comment submitted for: American Lutheran Church Comp Plan Amendment and Rezone

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

The following comment has been submitted for American Lutheran Church Comp Plan Amendment and Rezone by Steven C Schulte:

I support this request. The city is in desperate need of housing and this carefully planned development will be a positive step in this direction.

You can approve or reject the comment here.

This email was delivered by gjspeaks.org

LARRY & WINONA BECKNER

653 LARKSPUR LANE
GRAND JUNCTION, CO 81506
970-270-1050
larbeck65@gmail.com

To: City of Grand Junction Planning Commission

Re: Lutheran Church Comp Plan Amendment & Rezone
CPA-2024-143 & RZN-2024-144

Dear Members of the Planning Commission:

This letter is submitted in support of the application from the American Lutheran Church for a rezone of approximately 6.5 acres from the current R1-R (Residential Low) to R-8 (Residential Medium). This letter is submitted by Larry & Winona Beckner, 653 Larkspur Lane, Grand Junction, which is located about 150 yards north of the church site. We can see the church property from our back yard. We are not members of the American Lutheran Church, and we have no financial interest one way or the other in the sale or development of any portion of the Church property. We support the rezone request as we believe it furthers the existing development along 7th Street and it is compatible with the long-range development goals of the City for the 7th Street corridor.

Our home at 753 Larkspur Lane was constructed in 1990, and we purchased the property in 2005. Since 1990 there has been a considerable amount of residential, multi-family, commercial and other development along 7th Street, including the construction of the Church. Some of the development that impacts traffic on 7th Street north of Patterson Road since 1990 is summarized as follows:

Pinedale Court – Plat 2002 (9 single family lots)

Cherry Hills – Plat 1999 (24 single family lots)

Grand Vista Subdivision – Plat 2002

Summer Hill Subdivision – Plat 2000 (hundreds of single-family lots)

Emerald Ridge Subdivision – Plat 2020 (hundreds of single-family lots)

Housing Resources

June 5, 2024

To whom it concerns:

This letter is in support of American Lutheran Church in Grand Junction in their efforts to change the zoning on the land which they own and operate at 631 26 ½ Rd. from R-1R to RMF-8, with the intention to subdivide a portion of the land for future medium density residential development.

Housing Resources of Western Colorado recognizes the need for more housing throughout Mesa County, and medium density housing on this site would benefit the area and the community at large by providing homesites benefitting the work force in Grand Junction. The land in question is walking distance to St. Mary's Hospital and the surrounding medical offices as well as near major thoroughfares, the airport, dining, and shopping.

Changing the zoning to RMF-8 fits in with the surrounding area. The property directly to the south is zoned RMF-8 and there are several high-density housing developments to the east as well. The site already has public utilities and is accessed by a developed road. Changing the future land use code opens this land up for housing without the need for additional infrastructure, allowing infill development and much needed housing in a desirable location close to amenities. Moreover, the change would advance the City's adopted affordable housing strategy by facilitating additional housing options and affordable inventory. The infill land provides a prime opportunity to create affordable housing (either naturally occurring or subsidized) for Grand Junction residents. With the smart design that is required by the City's zoning and development code, any future housing project can blend nicely into the surrounding area, and any negative impacts can be effectively mitigated.

Please consider the request to rezone the American Lutheran Church property at 631 26 ½ Rd from R-1R to RMF-8 as a positive and necessary change to the Comprehensive Plan.

Respectfully,

Emilee Powell, Executive Director

524 30 Road, Suite 3, Grand Junction, CO 81504 • Tel 970.241.2871 • Fax 970.245.4853 • www.hrwco.org
It is the policy of HRWC to provide equal opportunities without regard to race, color, religion, national origin, gender, gender identity, sexual preference, age, or disability. People of color and people of all national origins, genders, gender identities, sexual preferences, ages, disabilities and other diverse groups are encouraged to apply.

NeighborWorks® CHARTERED MEMBER

From: Kathleen Theodora Gillespie <ktedig@gmail.com>
Sent: Tuesday, June 11, 2024 8:11 PM
To: GJCityWebinar <gjcitywebinar@gjcity.org>
Subject: ALC Planning Commission

⚠ EXTERNAL SENDER ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

I can't access my microphone but I would like the planning commissioners to know how much I appreciate their thoughtful concerns - which are my concerns as a neighbor just to the south of the church.

Thank you.

GRAND JUNCTION PLANNING COMMISSION
June 11, 2024, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:33 p.m. by Chairman Teske.

Those present were Planning Commissioners; Ken Scissors, Shanon Secrest, Kim Herek, Sandra Weckerly, Keith Ehlers, and Ian Moore.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Dave Thornton (Principal Planner), Thomas Lloyd (Senior Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 33 members of the public in attendance, and 1 virtually.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from May 14, 2024.

   Commissioner Scissors moved to approve the consent agenda.
   Commissioner Weckerly seconded; motion passed 7-0.

REGULAR AGENDA

1. **Circulation Plan, Comp Plan & Neighborhood Plan Amendments** **CPA-2024-265**
   Consider a Request by City Community Development Department Staff to (1) Amend the Grand Junction Circulation Plan; (2) Amend the One Grand Junction Comprehensive Plan; and (3) Retire the Orchard Mesa Neighborhood Plan, Pear Park Neighborhood Plan, and Redlands Area Plan. **This item was continued to the June 25 Planning Commission Hearing.**

2. **Sawmill Rezone** **RZN-2024-236**
   Consider a request by the City of Grand Junction, Property Owner, to rezone a total of 14.38 acres from I-2 (Industrial General) and P-1 (Public Parks and Open Space) to MU-2 (Mixed-Use Light Commercial) with 11.96 acres of the total acreage located at the southwest corner of Winters Avenue and Riverside Parkway intersection including 1441 Winters Avenue, the parcel abutting 1441 Winters Avenue on the east that is bordered by Riverside Parkway on the east and the south, and the parcel abutting 1441 Winters Avenue on the south with the southern border being the Riverside Parkway, and an additional parcel containing 2.42 acres of the total acreage at the northwest corner of the Winters Avenue and Riverside Parkway intersection.

   Staff Presentation
   Thomas Lloyd, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

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Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, June 4, 2024, via www.GJSpeaks.org.

Greg Gouth asked if a Traffic Impact Study had been conducted for this intersection. He expressed concerns about the introduction of residential uses into an otherwise commercial and industrial area.

Hollis Krenines asked why the City was developing the parcel instead of a private agency. She agreed that this was not an area for residential development.

Commissioner Weckerly asked why only a portion of the parcel was being rezoned.

Chairman Teske asked if the portion to be rezoned was accurately described

The public comment period was closed at 6:10 p.m. on June 11, 2024.

Discussion

Commissioner Ehlers noted that this rezone aligned with the Comprehensive Plan. He encouraged the public to continue their participation as the property developed and continue to question the City's capacity to develop land.

Commissioner Secrest provided some context about the development of the site and that a traffic impact study would not be completed until a use/building had been proposed and that tonight's hearing was a request to rezone the property.

Motion and Vote
Commissioner Ehlers made the following motion "Mr. Chairman, on the Rezone request for the parcels located at the southwest corner of Winters Avenue and Riverside Parkway intersection including 1441 Winters Avenue, the parcel abutting 1441 Winters Avenue on the east that is bordered by Riverside Parkway on the east and the south, and the parcel abutting 1441 Winters Avenue on the south with the southern border being the Riverside Parkway, and an additional parcel containing 2.42 acres of the total acreage at the northwest corner of the Winters Avenue and Riverside Parkway intersection, City file number RZN-2024-236, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Herek seconded; motion passed 7-0.

3. **American Lutheran Church CPA & Rezone CPA-2024-143 & RZN-2024-144**
Consider a request by American Lutheran Church for a Comprehensive Plan Amendment for 6.56 acres from Residential Low (2 to 5.5 du/ac) to Residential Medium (5.5 to 12 du/ac) and rezone the 6.56 acres from Residential 1 Retired (R-1R) to RM-8 (Residential Medium - 8).

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Chairman Teske recused himself from deliberating on this item.

Staff Presentation
Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for staff and applicant

Commissioner Weckerly asked if cluster provisioning would be allowed through the rezone. She asked if the property would need to be subdivided prior to the rezone. She asked if the Mixed Use landuse designations allowed residential uses and why the parcels zoned MU-1 and MU-2 were not included in the counts for residential properties in the City. She challenged Staff's interpretation that the Comp Plan Amendment to Residential Medium was necessary to improve affordability of the subsequent properties.

Commissioner Ehlers asked if the density calculation would be evaluated for the whole 6.5-acre parcel or if it only considered the ~2 acres where the residences would be developed. He asked for clarification on the bulk standards for multifamily development in an R-5 zone district.

Commissioner Secrest asked about site access.

Aaron Young with Kaart Planning gave a brief presentation and was available for questions.

Commissioner Ehlers asked why the parcel was not subdivided prior to the request for a comp plan amendment and rezone.

Commissioner Weckerly asked if there was enough flexibility in the current code to create cottage courts under an RL-4 or RL-5 zone designation.

Commissioner Moore asked if the intention was to subdivide the parcel prior to development. He asked if the code allowed the property to be developed at RM-8 density for the whole parcel prior to being subdivided.

Commissioner Secrest speculated on the future development should the parcel be rezoned to RM-8.

Commissioner Scissors asked if the church would still have some say in the development of the parcel once it had been subdivided from the larger acreage.

David Miller with American Lutheran Church spoke on the church's desire for the future development of the land and all the considerations leading up to this request. He indicated that Housing Resources of Western Colorado (HRWC) was the tentative buyer of the future ~2-acre parcel and that their intent was to provide attainable housing through a cottage court style development.

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Commissioner Ehlers asked what the tentative unit count was for the development. He asked Mr. Miller why the church was not developing the parcel themselves.

David Miller responded that the church needed the money from the sale of the land to help pay the church's mortgage.

Commissioner Weckerly asked if the City had previously amended the comp plan to increase residential density on a parcel.

Commissioner Scissors asked staff for context as to why they did not advise subdividing the parcel prior to the comp plan amendment and rezone request.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, June 4, 2024, via www.GJSpeaks.org.

Damon Davis expressed his interest in increasing housing stock in the area. He noted that attainable housing would allow employees for local businesses to move to Grand Junction.

Carlene Goldthwaite provided some statistics on housing affordability. She spoke about the "Yes in God's Backyard (YIGBY)" movement nationwide.

Todd Ousley, President of the Four Pines Subdivision HOA, expressed concerns about the density of the development being based on the larger acreage. He commented on the inadequacy of F ½ Rd to accommodate the increase in traffic created by this development. He asked about height restrictions in the RL-5 vs. RM-8 zone districts. He stated that the church's ability to pay their mortgage should not be a factor in the consideration of the rezone request.

Jamie Edwards with HRWC noted that their organization had no intention of "overdeveloping" the parcel or sneak anything past the neighbors.

Curtis Johnston advocated to keep the current landuse designation and develop the parcel at an RL-5 zoning instead.

Carol Bergman asked if the parcel would be rezoned to RM-12 in the future. She shared other's concerns about using the larger acreage for calculating density and stated the parcel should be split before rezone.

Hector Bran stated his concerns about traffic and parking problems created from the rezone and the impact the increased density would have on surrounding property values.

John Gordon stated his concerns about traffic and parking problems created from the rezone.

Leslie Gordon expressed her concerns about the church being demolished and the RM-8 zoning allowing future developers to create apartment buildings on the parcel.

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Jen Foster spoke about the landuse designations outlined in the current Comp Plan and that this rezone would not have a meaningful impact on housing availability or affordability.

Laura Ousley agreed that the parcel should be subdivided prior to development. She expressed concerns about the height restrictions for structures in the RM-8 zone district.

Valerie Carson, Reverand of the church, asked if there was a way for the Commission to add a contingency to the rezone request that the property be subdivided prior to development. She clarified that HRWC needed to be able to build 24 units in order to receive approval from their board, so anything less than RM-8 would not meet the minimum requirements. She brought up that F ½ Rd was already slated for improvement regardless of how this parcel developed.

Becky Delk shared concerns about the increased traffic and parking. She stated that the new development could block her view of the Grand Mesa.

Thomas Kierstead stated that there was no perfect solution for if the parcel should be subdivided prior to rezone or vice versa.

Katie Kierstead noted that the City had minimum off-street parking requirements for new developments.

Valerie Carson, David Miller, and Aaron Young responded to public comments.

Conversation ensued about how the parcel could develop at the 24-unit density.

The public comment period was closed at 8:16 p.m. on June 11, 2024.

Discussion

Commissioner Ehlers commented on the City's development requirements for simple and major subdivisions. He clarified the max heights for various zone districts. He expressed that he did not feel the comp plan amendment was necessary to create the desired density on the parcel.

Commissioner Herek stated her concerns with rezoning the parcel prior to subdividing. She expressed that she didn't think rezoning the whole parcel to RM-8 was appropriate.

Commissioner Secrest spoke about the potential for the project to change during the development and that despite ALC and HRWC's intentions, the property may end up getting sold to a different developer looking to maximize density.

Commissioner Moore stated the importance of upholding the Comprehensive Plan rather than amending it in the name of increased density. He speculated on whether it was appropriate to rezone the whole parcel to RM-8 regardless of future development and whether it fit the visions and goals of the overall community.

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Commissioner Weckerly spoke on the importance of upholding the Comprehensive Plan. She noted that an amendment to Residential Medium could allow future rezones to MU-1 which is not the intent of the current request. She commented on the projects around town that had stalled out halfway through development and that she didn't want to see that for this project.

Commissioner Scissors commented on the novelty of the seller/buyer for a development not being profit motivated. He said he was not as concerned about the Comp Plan amendment or the ramifications it had for the future development of the parcel.

Motion and Vote
Commissioner Ehlers made the following motion "Mr. Chairman, on the Comprehensive Plan Amendment request for the property located at 631 26 ½ Road, City file number CPA-2024-143, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Herek seconded; motion failed 5-1.

Commissioner Ehlers made the following motion "Mr. Chairman, on the Rezone request for the property located at 631 26 ½ Road, City file number RZN-2024-144, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report and with the condition that City Council approves the Comprehensive Plan Land Use Map Amendment to Residential Medium."

Commissioner Herek seconded; motion failed 5-1.

OTHER BUSINESS

ADJOURNMENT

Commissioner Ehlers moved to adjourn the meeting.
The vote to adjourn was 6-0.

The meeting adjourned at 8:45 p.m.

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CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING THE AMERICAN LUTHERAN CHURCH PROPERTY LOCATED AT 631 26 ½ ROAD FROM RESIDENTIAL – 1 RETIRED (R-1R) TO RM-8 (RESIDENTIAL MEDIUM – 8 DWELLING UNITS/ACRE) ZONE DISTRICT

Recitals:

The American Lutheran Church proposes a rezone from Residential – 1 Retired (R-1R) to RM-8 (Residential – 8 du/ac) on a total of 6.56-acres that it owns at 631 26 ½ Road, Grand Junction, Colorado ("Property.")

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended zoning the Property RM-8 (Residential – 8 du/ac) finding that the RM-8 zone district conforms to and is consistent with the Land Use Map designation of Residential Medium (5.5 -12 du/ac) of the Comprehensive Plan and the Comprehensive Plan's goals and policies, and that RM-8 is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that changing the zoning of the Property from Residential -1 Retired (R-1R) to RM-8 (Residential – 8 du/ac) is consistent with the vision, intent, goals and policies of the Comprehensive Plan and has met the criteria for a Comprehensive Plan amendment stated criteria of Section 21.02.050(e). The City Council also finds that the RM-8 zone district is consistent and in conformance with the Comprehensive Plan and has met the stated criteria of Section 21.02.050(l) of the Grand Junction Zoning and Development Code.

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

In consideration of the Recitals the following described parcel of land is and shall be duly and lawfully rezoned to RM-8 (Residential Medium – 8 du/ac) on the zoning map conditioned upon the Comprehensive Plan Land Use Map being amended to a Residential Medium Land Use Designation:

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:
Commencing at the Center Quarter Corner of said Section 2, from whence the Center-West Sixteenth Corner bears S89°50'50"W a distance of 1315.28 feet for a Basis of bearings, all bearings herein related thereto; thence S89°50'50"W along the North line of the Northeast Quarter of the Southwest Quarter of Section 2 a distance of 657.64 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of the

Southwest Quarter of said Section 2; thence S0°01’31”W a distance of 37.70 feet to the Point of Beginning; thence S61°33’26”E along the Southwesterly line of the Right of Way described at Reception Number 531502, a distance of 713.70 feet to the Westerly line of the Right of Way for 26 ½ Road described at Reception Number 2171640; thence S0°00’56”W along said Right of Way for 26 ½ Road a distance of 259.45 feet to the Northerly line of the Right of Way described at Reception Number 2329691; thence S44°28’52”W along said Northerly line a distance of 37.00 feet; thence N89°57’53”W a distance of 601.83 feet; thence N0°01’31”E a distance of 5.23 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 2; thence N0°01’31”E a distance of 620.17 feet to the Point of Beginning.

Said parcel of land being comprised of 6.56 acres as described.

INTRODUCED on first reading this _____ day of _____, 2024 and ordered published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2024 and ordered published in pamphlet form.

_____
Abram Herman
President of the City Council

ATTEST:

_____
Selestina Sandoval
City Clerk

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Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: July 3, 2024

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Intergovernmental Agreement with the Mesa County Valley School District #51 for the 2022 Lincoln Park Stadium Renovation

RECOMMENDATION:

Approve the agreement as presented.

EXECUTIVE SUMMARY:

This agreement memorializes oral agreements made by Mesa County School District #51 to contribute annually to the Lincoln Park Stadium Renovation.

BACKGROUND OR DETAILED INFORMATION:

The Lincoln Park Stadium is a defining asset of our community. The Stadium contributes greatly to our quality of life and community vitality. In 2019, the Parks Improvement Advisory Board (PIAB), comprised of the City, Mesa County, School District 51, Colorado Mesa University, and JUCO, conducted a Master Plan process that identified improvements, repairs, and renovation priorities for the Stadium. On May 20, 2020, the City, the Grand Junction Baseball Committee (JUCO) and the National Junior College Athletic Association (NJCAA) signed an extension for the JUCO World Series to continue in Grand Junction at Lincoln Park Stadium until at least 2045. Given this confirmation of the continuation of the tournament, along with the extremely favorable interest rates available in 2020, the City refinanced the Stadium debt from 2010 to create a project fund to complete a major renovation. The refinancing of the Lincoln Park Stadium afforded the opportunity to renovate this major cornerstone of the community's infrastructure. The 2019 Stadium Master divides projects into 2-4 year improvements, 10-12 years and 12+ years. The 2021-2022 renovation implemented most of the 2-4 year projects described in the 2019 Stadium Master Plan project.

The draft agreement with Mesa County Valley School District #51 as well as the 2019 Stadium Master Plan are attached.

FISCAL IMPACT:

The original annual debt service for the Stadium was $532,000; $300,000 was funded from JUCO and $232,000 from the City of Grand Junction. To generate the project funds needed, the debt was refinanced to generate $7,957,367 and the debt service payments were extended through 2044. CMU also committed to contribute another $2,500,000 towards the total project costs by contributing $200,000 annually through 2032 and $100,000 in 2033. In addition, the City paid approximately $1,200,000 to fund the conversion of the lights to LED to bring the total project to $11,657,367. The project was completed in May 2022

The current debt service is now funded by annual contributions of $300,000 from the City, $300,000 from JUCO, and $100,000 from Mesa County School District #51 until all debt payments are repaid.

SUGGESTED MOTION:

I move to (authorize/not authorize) the acceptance and execution of the agreement with Mesa County Valley School District #51 regarding and memorializing the School District's agreement to annually contribute to defray the cost of the 2022 Lincoln Park Stadium renovation.

Attachments

1. AGR-Stadium Renovation District 51 20240626
2. 20-0128 - Grand Junction Stadium _ Renovation and Master Plan - Perkins and Will, final

INTERGOVERNMENTAL AGREEMENT RESTATING AND AMENDING THE RELATIONSHIP BETWEEN THE CITY OF GRAND JUNCTION AND MESA COUNTY VALLEY SCHOOL DISTRICT 51 CONCERNING THE LINCOLN PARK STADIUM.

THIS AGREEMENT ("Agreement") is made and entered into by MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51 hereinafter called "District" and THE CITY OF GRAND JUNCTION, hereinafter called "City," collectively the City and the District may be referred to as the "Parties." The Agreement pertains to Lincoln Park Stadium, comprised of both Stocker Stadium, at 998 North Avenue, and Suplizio Field, located at 1315 North Avenue, which facilities together with the Lincoln Park Tower ("Tower") that connects the two, are known as the "Stadium". The Agreement shall be effective on the date that it is signed by all Parties.

RECITALS.

The City, District, Grand Junction Baseball Inc. (also known as JUCO), and Colorado Mesa University (CMU), agreed to financially partner to fund a major renovation of the Stadium in 2021 and 2022 ("Project"). The Project was completed in May 2022. The District, CMU and JUCO are the principal users of the Stadium and directly benefit from the Project.

The original debt that financed the Tower in 2010, a core element of the Stadium, was re-financed in 2021 to achieve a lower interest rate. The debt service schedule was also extended through 2044, which generated $7,957,367 for the Project. The debt service was agreed to be re-paid annually by the City at $300,000, JUCO at $300,000 and the District at $100,000 annually through 2045. Additional funds for the Project were secured through a commitment from CMU to make an annual contribution of $200,000 per year through 2032 and $100,000 for 2033. The CMU funding commitment repays an internal loan from the City General Fund of $2,500,000. Therefore, CMU and the District will each contribute $2,500,000 to the Project.

In addition to the Project the City has committed $1,200,000 to fund the new LED Stadium lights. That funding is separate and apart from the Project funding.

With the foregoing commitments the Project budget was set at $11,657,367 and expended to complete the Stadium renovation.

On April 30, 2021, the District's Superintendent Diana Sirko committed to pay the District's annual contribution as described above; the District made its first payment of $100,000 in December of 2021. Subsequent to Dr. Sirko's commitment, the District's Athletic Director Paul Cain attended and actively participated in the design meetings to include weekly Owner-Architect-Engineer meetings as the Project was being developed and constructed through its completion in May 2022.

The Parties agree that the Stadium is important to the public in general and specifically to JUCO, CMU, the District, and their athletic programs, student athletes, parents, and supporters that utilize the Stadium. With that understanding and agreement, and for the general purposes of meeting the needs of the community, the Parties enter into this Agreement as authorized by § 18, Article XIV of the Colorado Constitution, §29-1-203, C.R.S., § 22-32-122(1), C.R.S. and other applicable law.

The Parties individually and collectively do hereby express their present and future intentions to support the continued success of the Stadium on the terms and conditions stated herein.

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NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other valuable consideration, the sufficiency of which is acknowledged for both the formation and enforcement of this Agreement, the Parties agree as follows:

1. The School District shall pay the City $100,000 per year to the year 2045. The District has currently made three payments as follows: 1) $100,000 in February 2022 (December 2021 payment); 2) $100,000 June 2023 (December 2022 payment); and $100,000 July 2023 (December 2023 payment). Subsequent annual payments of $100,000 are due by December 31 of each year through 2045 as provided in the payment schedule attached hereto and incorporated by this reference as if fully set forth as Exhibit A. The Agreement is subject to annual appropriation by the Parties of the funds necessary to defray the expenses arising out of or under the Agreement. The Parties agree that consideration paid and given is sufficient to support this Agreement and the enforcement of the same.

2. The Parties agree that because the Stadium is located on City property that the City as owner of the Stadium shall provide property loss coverage for the Stadium. The District may separately procure property coverage(s) insuring its own interests.

3. The District shall have no claim to the Stadium and/or the real property on which it is located. The Parties may upon expiration or termination agree to a disposition of the Stadium and/or equipment but absent an agreement, the City as owner shall have the sole right to use, sell or otherwise dispose of the Stadium premises and improvements including but not limited to the improvements constructed with the Project, including but not limited to the real property, as it determines in its sole and absolute discretion. Improvements made to the Stadium including but not limited to fixtures as defined by Colorado law shall accrue to the City upon expiration or termination of the Agreement.

4. The District shall continue to pay usage fees for the Stadium: the District's payments in support of the Project under this Agreement are separate and apart from the District's obligation to pay usage fees for the Stadium. The City agrees to not increase the District's usage fees for all District usage at the Stadium currently covered under the flat fee for activities occurring in the 2024-2025 academic year and thereafter and for the term of this Agreement the usage fees paid by the District shall increase annually by 2% with the 2024 fee as the base for purposes of calculating the annual increases. The City, as owner and operator of the Stadium shall make reasonable effort to accommodate the District's use of the Stadium as it has customarily done for graduation(s) and other events including but not limited to sporting events such as football, baseball, band, and track so long as the District pays the usage fees. The City will continue to fund the operational expenses including staffing, utilities and supplies necessary to operate the Stadium as it has customarily done so long as the District pays the usage fees and is otherwise current on its obligations under this Agreement.

5. The Parties acknowledge and agree that the City staff will occasionally recommend major capital expenditures related to the Stadium and/or necessary to provide the services required of the Stadium/its users. Future additional improvements to be discussed with the District, CMU and JUCO include improvements that:

a) will keep the Stadium in reasonable compliance with the Americans with Disabilities Act ("ADA"), 42 U.S.C. 1201 *et seq,* and all other applicable legal and safety standards;

b) fund emergency repairs, pending the payment of insurance claim(s), if any; and,

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c) fund necessary capital maintenance.

The District is not required by this Agreement to provide any other funding for any capital expenditures related to the Stadium.

6. The City agrees to provide all required labor for the maintenance and scheduling of the Stadium. Labor for purposes of this Agreement is maintenance staff. The City will pay as an expense of the operation of the Stadium all wages, salaries, benefits and workers' compensation insurance premiums and inter-fund charges for the required labor and operations of and for the Stadium. Personnel who will work on City property are required to meet the same requirements for background checks, CBI criminal history and fingerprinting as City personnel.

7. The City will provide basic daily maintenance and janitorial services.

8. The City will pay as an expense of the operation of the Stadium, the liability insurance premiums, for coverage with limits and deductibles to be agreed upon by the Parties but in any event in amounts no less than the most current limits established by the Colorado Governmental Immunity Act, 24-10-101 *et* seq., C.R.S., as from time to time amended.

9. The Parties understand and agree that each and every one of them may be protected by and will rely on and do not waive or intend to waive by any provision of this Agreement, the limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as from time to time amended.

10. To the extent authorized by law and/or insurance the City agrees to indemnify and hold harmless the District and their officers and employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are In any manner connected with the operations and programming work to be performed by the City under this Agreement, if such injury, loss or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of the City or any officer or employee of the City.

12. To the extent authorized by law and/or insurance the District agrees to indemnify and hold harmless the City and their officers and employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are In any manner connected with the Project and operations and programming work to be performed by the District under this Agreement, if such injury, loss or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of the District or any officer or employee of the District.

13. Any person (s) employed by the City or the District that performs work hereunder shall be and remain the employee (s) of the respective party and not an agent(s) or employee(s) of another party.

14. No party may assign or delegate its obligations under this Agreement or any portion thereof without the prior written consent of the other Parties.

15. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fall or refuse to perform according to the terms of this Agreement; such party may be declared in default.

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16. This Agreement may, absent an emergency, only be terminated by giving the other parties written notice of no less than three hundred sixty-five (365) days advance notice of termination. Termination shall not prevent any party from exercising any other legal remedies which may be available to it. Any party's failure to appropriate the funds necessary to defray the expenses assumed by each through the adopted budget shall constitute a default of the Agreement.

17. The Parties shall reasonably comply with the applicable provisions of the ADA and any and all other applicable federal, state or local laws and regulations.

18. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the parties may amend this Agreement.

19. The traditional rule that ambiguities shall be construed against the drafter is waived.

20. Venue for any action arising out of or occurring under this Agreement shall be in the District Court for Mesa County, Colorado. The Agreement shall be controlled by, construed and interpreted in accordance with the law of the State of Colorado.

21. The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation, and if the matter is not resolved through mediation, then the parties may proceed to District Court. This Agreement has been negotiated and agreed to by, with and through the common effort of the Parties and as such each waives and foregoes the customary rule that ambiguities are construed against the drafter. In the event of any ambiguities the Parties agree to a liberal construction of the Agreement and to give meaning, purpose and effort to attempting to resolve the ambiguity(ies) in favor of continuing the Agreement for the benefit of the communities that they serve. The Parties, individually and collectively, intending to be bound to the terms and conditions hereof do sign and bind the entity for which he/she/they sign.

Approved by _____ for and as the act of the Mesa County Valley School District 51.

_____	_____	_____
Mesa County Valley School District 51	Title	Date

_____	_____	_____
City of Grand Junction	Title	Date

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Exhibit A

Payment by December 31, 2021: $100,000

Payment by December 31, 2022: $100,000

Payment by December 31, 2023: $100,000

Payment by December 31, 2024: $100,000

Payment by December 31, 2025: $100,000

Payment by December 31, 2026: $100,000

Payment by December 31, 2027: $100,000

Payment by December 31, 2028: $100,000

Payment by December 31, 2029: $100,000

Payment by December 31, 2030: $100,000

Payment by December 31, 2031: $100,000

Payment by December 31, 2032: $100,000

Payment by December 31, 2033: $100,000

Payment by December 31, 2034: $100,000

Payment by December 31, 2035: $100,000

Payment by December 31, 2036: $100,000

Payment by December 31, 2037: $100,000

Payment by December 31, 2038: $100,000

Payment by December 31, 2039: $100,000

Payment by December 31, 2040: $100,000

Payment by December 31, 2041: $100,000

Payment by December 31, 2042: $100,000

Payment by December 31, 2043: $100,000

Payment by December 31, 2044: $100,000

Payment by December 31, 2045: $100,000

Total: $2,500,000

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GRAND JUNCTION STADIUM
RENOVATION AND MASTER PLAN

PART 1:

Recommended Master Plan by Priorities.

Page 2 - Renovation Project (2-4 years)

Page 3 - Medium Priority Improvements (10-12 years)

Page 4 - Lower Priority Improvements (12+ years)

PART 2:

Rough Order of Magnitude Costs by Priorities.

Page 5 - Renovation Project Costs (2-4 years)

Page 6 - Medium Priority Improvement Costs (10-12 years)

Page 7 - Lower Priority Improvement Costs (12+ years) & Grand Total

PART 3:

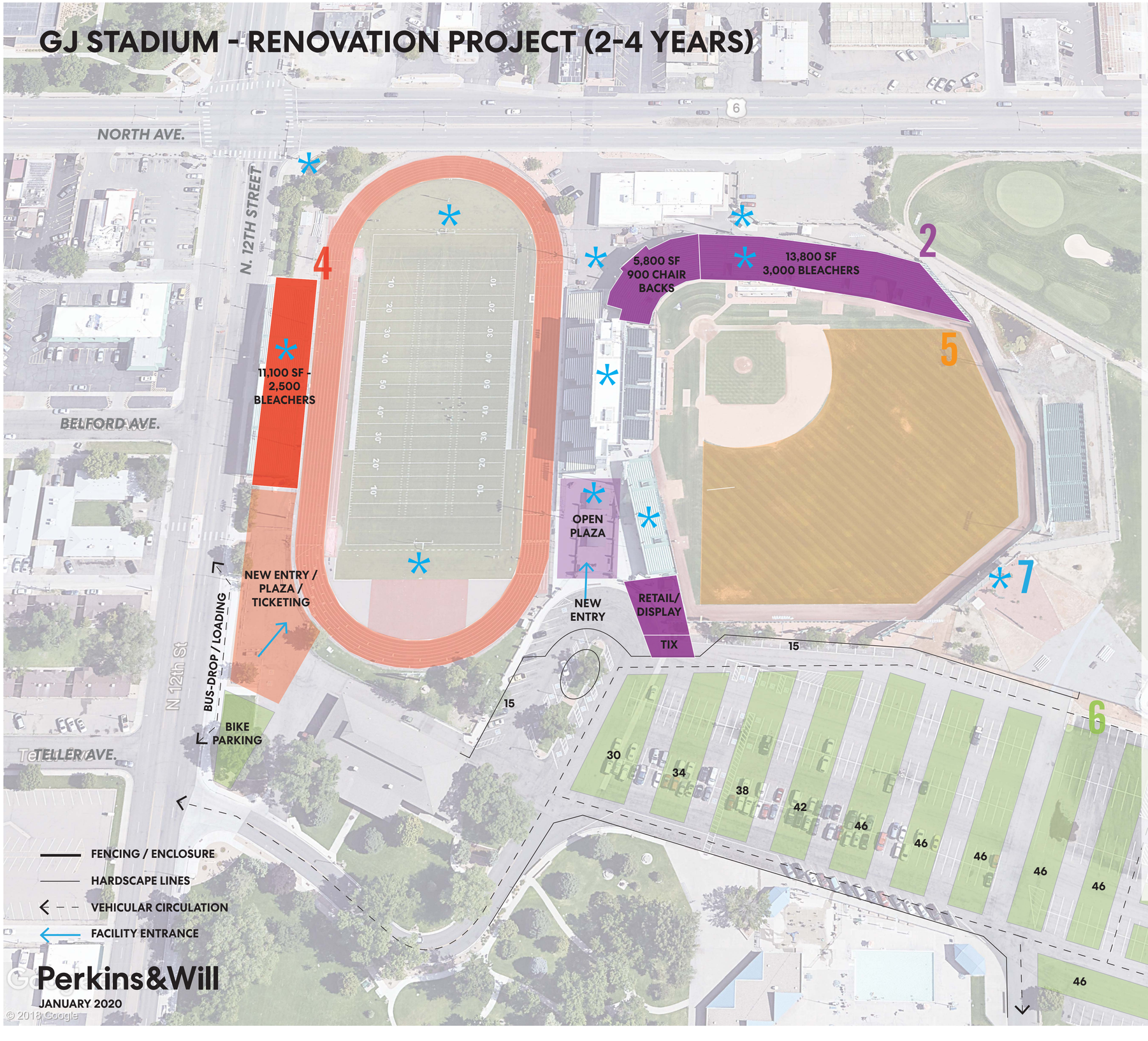
Summary.

Page 8 - Overall Master plan

Perkins&Will

JANUARY 2020

GJ STADIUM - RENOVATION PROJECT (2-4 YEARS)



2 - ENHANCED ENTRY / CIRCULATION / SEATING.
$4.4 - $4.8 MILLION

-Demolish existing north stands from home plate all the way east. Build new bleachers to include 900 chair back seats behind home plate and 3,000 new bleacher seating. New seating section to include distributed ADA seating and accommodations, camera platform, scorers box, and appropriate draining.
-Demolish current ticket booth and entry gates to create a new grand entry with open plaza / festival area south of the Lincoln Tower. Include upgraded security.
-Develop a new building with access from parking lot and entry plaza to include a new ticket office and retail / display space on ground level.

4 - UPGRADES TO STOCKER STADIUM.
$1.9 - $2.3 MILLION

-Resurface track.
-Replace water main under football field. Remove old one and re-plumb new one on the 40 yard line of west stands.
-Create new festival plaza / ticketing experience at the southwest entrance. Include upgraded security.
-Demolish existing west stands and build new bleachers to include 2,500 new bleacher seating, football-oriented sight lines, distributed ADA seating and accommodations, and relocation of light poles.
-Plan for more spectator amenities in later phase with permanent support spaces below.

5 - OUTFIELD SURFACE REPLACEMENT & DRAINAGE.
$300,000 - $500,000

6 - SITE DEVELOPMENT.
$300,000 - $500,000

-Reconfigure south lot to maximize parking count (105 net space increase) and create safer pedestrian access.
-Dedicated bicycle parking and shuttle drop-off to encourage alternate modes of transportation and clear congestion.

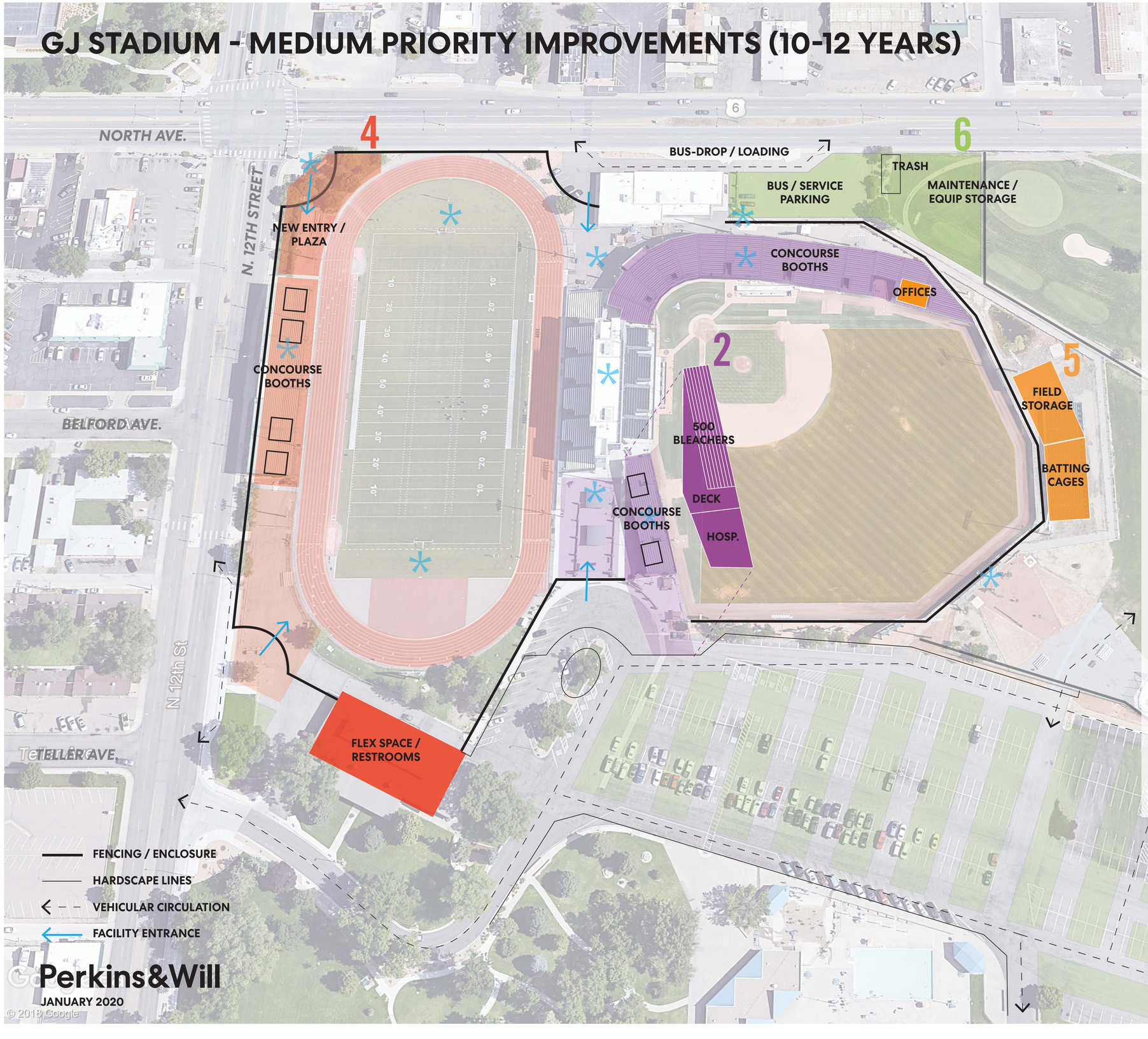
7 - IT / ELECTRICAL / AV INFRASTRUCTURE UPGRADES.
$2.5 - $2.9 MILLION

-IT needs at all ticketing locations (north, west, and south).
-IT needs at Lincoln Tower press box .
-Upgrade all lighting to LED, at stadium and field.
-Electrical needs with all new bleacher sections for food vendors (220 amp connections).
-Electrical needs at football end-zones for VIP booths / seating.
-Upgrade sound system.
-Addition of camera platforms and camera plug-in capabilities.
-Upgrade existing scoreboard and northwest corner marquee.

TOTAL PROJECT COSTS : $9.4 - $11 MILLION

Perkins&Will
JANUARY 2020

GJ STADIUM - MEDIUM PRIORITY IMPROVEMENTS (10-12 YEARS)



2 - ENHANCED ENTRY / CIRCULATION / SEATING.
$4.7 - $5.1 MILLION

-Demolish existing south stands and build new to include 500 new bleacher seating with backs and distributed ADA throughout.
-Create an upper level multi-use meeting / club space (100-person capacity) and rooftop patio that connects to reconstructed seating.
-New concourse, concessions, merchandise, and storage spaces below all seating sections (flexible space for portable carts or booths with adequate power an lighting).
-New foul ball netting.

4 - UPGRADES TO STOCKER STADIUM.
$8.3 - $8.7 MILLION

-Create new festival plaza / ticketing experience at the northwest entrance.
-Demolish existing west stadia facilities and add new concourse, concessions, merchandise, and storage spaces below stadia (flexible space for portable carts or booths with adequate power an lighting).
-Add HT football dressing room below stadia (simple, large meeting space with lavs / toilets).
-Renovate the Barn into a new multi-purpose event structure to accommodate large flat floor events (such as consumer shows, staging areas for large track meets, etc.).

5 - NEW OUTFIELD FACILITIES.
$2.4 - $2.8 MILLION

-Renovate facility manager and grounds manager offices below north bleachers.
-Upgrade outfield fencing, include new padding and gate access to field storage.
-Demolish the outfield bleachers to create a dedicated space for enclosed, secure field storage and indoor batting cages.
-No spectator facilities.

6 - SITE DEVELOPMENT.
$1.6 - $2.0 MILLION

-Expand north lot slightly into golf course and relocate putting green.
-Dedicated area for maintenance / grounds equipment storage.
-Dedicated bus / service drop-off and parking separate from spectator access.
-New permanent fencing throughout to improve security and access control. Include screening around Stocker Stadium.
-Hardscape and landscaping at all entry plazas.

TOTAL PROJECT COSTS : $17 - $18.6 MILLION

Perkins&Will
JANUARY 2020

GJ STADIUM - LOWER PRIORITY IMPROVEMENTS (12+ YEARS)

1 - EVENT SUPPORT SPACE (CURRENT GJR CLUBHOUSE).
$1.4 - $1.8 MILLION

-Reno GJR locker rooms, showers / toilets, taping / first-aid.
-Convert GJR offices into flexible staging / staff meeting / security space plus food service staging.

3 - NEW CLUBHOUSE / MULTI-PURPOSE SUPPORT SPACE.
$4.0 - $4.4 MILLION

-Develop a new building along the outfield fence to include: lockers, showers / toilets, small sports medicine, equipment / laundry, managers office with restroom, team storage, admin offices, conditioning and/or other multi-purpose space .

TOTAL PROJECT COSTS : $5.4 - $6.2 MILLION

NORTH AVE.
N. 12TH STREET
BELFORD AVE.
N 12th St
TELLER AVE
6
1
FOOD PREP
STAGING / LCKRS
3
NEW CLUBHOUSE

FENCING / ENCLOSURE
HARDSCAPE LINES
VEHICULAR CIRCULATION
FACILITY ENTRANCE

Perkins&Will
JANUARY 2020

© 2018 Google

300 ft

	RENOVATION PROJECT (2-4 YEARS)						BY PROJECT AREA		
		Comments	*NSF*	*GSF*	*$/SF*	*Const. $*	*Stocker*	*Suplizio*	*Shared*
2	*Enhanced Entry / Circulation / Seating*								
	Demo Existing North Bleachers		19,600	19,600	$3.00	$58,800		$76,440	
	Reconstruct North Bleachers - Behind Home Plate	900 chairback seats, include ADA, drainage	900	900	$345.00	$310,500		$403,650	
	Reconstruct North Bleachers - Home Plate to East	3,000 bleacher seats, include ADA, drainage	3,000	3,000	$240.00	$720,000		$936,000	
	Camera Platform & Prefab Scorers Box		300	420	$300.00	$126,000		$163,800	
	Reno Main Entry - Create Open Plaza	demo and new south grand entry, include security	7,000	7,000	$65.00	$455,000			$591,500
	New Ticketing and Retail / Display Building		3,800	4,750	$400.00	$1,900,000			$2,470,000
	Total		**34,600**	**35,670**	**-**	**$3,570,300**			
	Total Project Costs	*1.3*				**$4,641,390**	**$0**	**$1,579,890**	**$3,061,500**
4	*Upgrades to Stocker Stadium*								
	Resurface Track	recycled	40,000	40,000	$8.00	$320,000	$416,000		
	Replace Water Main Under Football Field	remove old and re-plume new one @ 40yd line	-	-	-	$25,000	$32,500		
	New Entry Plaza / Ticketing - West Stadia	southwest corner, include security	25,000	25,000	$25.00	$312,500	$406,250		
	Demo Existing West Bleachers		11,100	11,100	$5.50	$61,050	$79,365		
	Relocate Light Poles	relocate for sightlines	2	2	$22,000.00	$44,000	$57,200		
	Reconstruct West Bleachers	2,500 bleacher seats, include ADA ramps, etc.	2,500	2,500	$330.00	$825,000	$1,072,500		
	Total		**78,602**	**78,602**	**-**	**$1,587,550**			
	Total Project Costs	*1.3*				**$2,063,815**	**$2,063,815**	**$0**	**$0**
5	*Outfield Surface Replacement*								
	Outfield Surface Replacement	including drainage	78,000	78,000	$4.00	$312,000		$405,600	
	Total		**78,000**	**78,000**	**-**	**$312,000**			
	Total Project Costs	*1.3*				**$405,600**	**$0**	**$405,600**	**$0**
6	*Site Development*								
	Reconfigure Parking - South Lot	restripe for 500 spaces	135,000	135,000	$2.00	$270,000			$351,000
	Total		**135,000**	**135,000**	**-**	**$270,000**			
	Total Project Costs	*1.3*				**$351,000**	**$0**	**$0**	**$351,000**
7	*IT / Electrical / AV Infrastructure Upgrades*								
	Upgrade IT - All Ticketing Locations		-	-	-	$40,000			$52,000
	Upgrade IT - Lincoln Tower Press Box		-	-	-	$90,000			$117,000
	Upgrade Lighting - All LED	at stadium and field	-	-	-	$900,000			$1,170,000
	Upgrade Electrical - Under North Bleachers	food vendor support, 220 amp connection	-	-	-	$500,000		$650,000	
	Add Electrical - Football Endzones for VIP		-	-	-	$100,000	$130,000		
	Upgrade AV - Sound System		-	-	-	$200,000			$260,000
	Upgrade AV - Add Camera Platforms & Plug-ins		-	-	-	$50,000			$65,000
	Upgrade AV - Existing Scoreboard & Marquee	Suplizio outfield & corner of North Ave / 12th	-	-	-	$160,000			$208,000
	Total		**0**	**0**	**-**	**$2,040,000**			
	Total Project Costs	*1.3*				**$2,652,000**	**$130,000**	**$650,000**	**$1,872,000**
	RENOVATION PROJECT TOTAL (2-4 YEARS)		326,202	327,272	-	$7,779,850			
	Total Project Cost	*1.3*				$10,113,805	$2,193,815	$2,635,490	$5,284,500

MEDIUM PRIORITY IMPROVEMENTS (10-12 YEARS)

		Comments	NSF	GSF	$/SF	Const. $	BY PROJECT AREA: Stocker	Suplizio	Shared
2	*Enhanced Entry / Circulation / Seating*								
	Demo South Bleachers		5,800	5,800	$4.50	$26,100		$33,930	
	Reconstruct South Bleachers	500 bleachers w/backs, include ADA, drainage	500	500	$265.00	$132,500		$172,250	
	New Upper Roof Deck	connects new hosp. to top of first base seating	2,500	3,125	$150.00	$468,750		$609,375	
	New Hospitality / Multi-purpose Room	100 person capacity, above retail/display building	2,600	3,250	$480.00	$1,560,000		$2,028,000	
	New Concourse Concessions - 15 POS	under north / south bleachers	1,500	1,875	$480.00	$900,000		$1,170,000	
	Food and Beverage Equipment	allowance	-	-	-	$300,000		$390,000	
	New Merchandise Booths - 4 POS	under north / south bleachers	400	500	$380.00	$190,000		$247,000	
	New Merchandise Storage	under north / south bleachers	150	188	$125.00	$23,438		$30,469	
	New Foul Ball Netting		-	-	-	$200,000		$260,000	
	Total		**13,450**	**15,238**	**-**	**$3,800,788**			
	Total Project Costs	*1.3*				**$4,941,024**	**$0**	**$4,941,024**	**$0**
4	*Upgrades to Stocker Stadium*								
	New Entry Plaza / Ticketing - West Stadia	northwest corner, include security	25,000	25,000	$25.00	$312,500	$406,250		
	Demo Existing West Stadia Facilities	restrooms, etc.	2,000	2,000	$75.00	$150,000	$195,000		
	New West Stadia Facilities	concessions / merch / storage / ticketing	1,000	1,250	$400.00	$500,000	$650,000		
	New West Stadia Concourse		4,000	5,000	$20.00	$100,000	$130,000		
	Restrooms--Men (west stadia)	1:75 ratio (17 fixtures)	1,200	1,500	$500.00	$750,000	$975,000		
	Restrooms--Women (west stadia)	1:40 ratio (31 fixtures)	2,200	2,750	$500.00	$1,375,000	$1,787,500		
	Restrooms--Special Needs	one	125	156	$275.00	$42,969	$55,859		
	Reno Existing Barn		11,750	11,750	$250.00	$2,937,500	$3,818,750		
	Add Restrooms (Barn)		600	750	$500.00	$375,000	$487,500		
	Total		**47,875**	**50,156**	**-**	**$6,542,969**			
	Total Project Costs	*1.3*				**$8,505,859**	**$8,505,859**	**$0**	**$0**
5	*New Outfield Facilities*								
	Reno Facility Manager Office	under north bleachers	125	156	$350.00	$54,688			$71,094
	Reno Grounds Manager Office	under north bleachers	125	156	$350.00	$54,688			$71,094
	Reno Outfield Fence w/ Padding	outfield, include gate to field storage	700	700	$250.00	$175,000		$227,500	
	Demo Outfield Bleachers		5,900	5,900	$4.50	$26,550		$34,515	
	New Secure Field Storage	outfield (enclosed)	3,200	4,000	$275.00	$1,100,000		$1,430,000	
	New Covered Batting Cages	outfield (enclosed)	3,200	4,000	$150.00	$600,000		$780,000	
	Total		**13,250**	**14,913**	**-**	**$2,010,925**			
	Total Project Costs	*1.3*				**$2,614,203**	**$0**	**$2,472,015**	**$142,188**
6	*Site Development*								
	New Parking - North Lot (over golf course)	additional 40 spaces	11,600	11,600	$15.00	$174,000			$226,200
	Relocate Putting Green		9,000	9,000	$22.00	$198,000			$257,400
	Dedicated Grounds Equipment / Storage	in north parking lot (open)	2,000	2,000	$150.00	$300,000			$390,000
	Bus / Service Parking / Service Drive	off North Ave.	9,400	9,400	$2.00	$18,800			$24,440
	New Permanent Fencing Throughout	security, access control, and screened as necessary	1,800	1,800	$150.00	$270,000			$351,000
	Sidewalks / Hardscape	south grand entry and southwest entry	40,000	40,000	$8.00	$320,000			$416,000
	Landscaping	south grand entry and southwest entry	20,000	20,000	$6.00	$120,000			$156,000
	Total		**93,800**	**93,800**	**-**	**$1,400,800**			
	Total Project Costs	*1.3*				**$1,821,040**	**$0**	**$0**	**$1,821,040**
	MEDIUM PRIORITY IMPROVEMENTS TOTAL (10-12 YEARS)		168,375	174,106	-	$13,755,481			
	Total Project Cost	*1.3*				$17,882,126	$8,505,859	$7,413,039	$1,963,228

	LOWER PRIORITY IMPROVEMENTS (12+ YEARS)						BY PROJECT AREA		
		Comments	*NSF*	*GSF*	*$/SF*	*Const. $*	*Stocker*	*Suplizio*	*Shared*
1	*Event Support Space (Current GJ Rockies Clubhouse)*								
	Reno Locker Rooms		1,500	1,875	$100.00	$187,500			$243,750
	Reno Showers / Toilets		800	1,000	$200.00	$200,000			$260,000
	Reno Taping / First Aid		150	188	$150.00	$28,125			$36,563
	Reno Staging		1500	1,875	$150.00	$281,250			$365,625
	Event Security		250	313	$115.00	$35,938			$46,719
	Food Service Support / Staging Area	current GJ Rockies offices	1,700	2,125	$250.00	$531,250			$690,625
	Total		**5,900**	**7,375**	-	**$1,264,063**			
	Total Project Costs	*1.3*				**$1,643,281**	**$0**	**$0**	**$1,643,281**
3	*New Clubhouse / Multi-purpose Support Space*								
	New Locker Room	44 lockers	880	1,100	$450.00	$495,000			$643,500
	New Showers/Toilets		600	750	$500.00	$375,000			$487,500
	New Sports Medicine		500	625	$450.00	$281,250			$365,625
	New Equipment/Laundry Room		500	625	$400.00	$250,000			$325,000
	New Manager's Office w/Restroom		250	313	$350.00	$109,375			$142,188
	New Team Storage		1,000	1,250	$275.00	$343,750			$446,875
	New Admin Offices		1,000	1,250	$350.00	$437,500			$568,750
	New Conditioning/Multi-purpose		2,500	3,125	$300.00	$937,500			$1,218,750
	Total		**7,230**	**9,038**	-	**$3,229,375**			
	Total Project Costs	*1.3*				**$4,198,188**	**$0**	**$0**	**$4,198,188**
	LOWER PRIORITY IMPROVEMENTS TOTAL (12+ YEARS)		13,130	16,413	-	$4,493,438			
	Total Project Cost	*1.3*				$5,841,469	$0	$0	$5,841,469
	GRAND TOTAL (ALL PHASES)		*507,707*	*517,791*	-	*$26,028,769*			
	Total Project Cost	*1.3*				*$33,837,399*	*$10,699,674*	*$10,048,529*	*$13,089,196*

GJ STADIUM - OVERALL MASTER PLAN

NORTH AVE.

N. 12TH STREET

BELFORD AVE.

North Ave

N 12th St

TELLER AVE.

1

BUS-DROP / LOADING

FOOD PREP

STAGING / LCKRS

BUS / SERVICE PARKING

6

TRASH

MAINTENANCE / EQUIP STORAGE

4

NEW ENTRY / PLAZA

NEW STADIA

OFFICES

2

NEW STADIA

DECK

HOSP.

UPPER LEVEL

5

FIELD STORAGE

BATTING CAGES

OPEN PLAZA

RETAIL / DISPLAY

TIX

3

NEW CLUBHOUSE

7

NEW ENTRY / PLAZA / TICKETING

BUS-DROP / LOADING

BIKE PARKING

FLEX SPACE / RESTROOMS

6

30

34

38

42

46

46

46

46

46

26

50

46

FENCING / ENCLOSURE

HARDSCAPE LINES

VEHICULAR CIRCULATION

FACILITY ENTRANCE

Perkins&Will

JANUARY 2020

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Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: July 3, 2024

Presented By: Angela Padalecki

Department: City Manager's Office

Submitted By: Johnny McFarland

Information

SUBJECT:

FAA Airport Infrastructure Grant Agreement 3-08-0027-080-2024 and Co-Sponsorship Agreement between the Grand Junction Regional Airport Authority, Mesa County, and the City of Grand Junction

RECOMMENDATION:

Staff recommend approval of this request.

EXECUTIVE SUMMARY:

The Grand Junction Regional Airport Authority (GJRAA) is requesting approval from Mesa County and The City of Grand Junction for the FAA Airport Infrastructure Grant Agreement Number 3-08-0027-080-2024. As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must approve grant awards from the FAA to GJRAA.

BACKGROUND OR DETAILED INFORMATION:

This item is to consider approval of a $3.7 million dollar FAA Airport Infrastructure Grant Agreement which provides grant funding from the Bipartisan Infrastructure Law for 90 percent of the Passenger Boarding Bridge Replacement Project. Work includes the replacement of the passenger boarding bridge (PBB) at Gate 4, the replacement and relocation of the PBB located at Gate 3 to a revised location at Gate 2, a new stair and accessible ramp at Gate 3, and miscellaneous other improvements.

The County Commissioners approved this grant agreement at the June 25 Board of County Commissioners Meeting.

FISCAL IMPACT:

There is no direct fiscal impact to the City as a result of approving this item.

SUGGESTED MOTION:

I move to (approve/not approve) a $3.7 million dollar FAA Airport Infrastructure Agreement between the Grand Junction Regional Airport Authority, Mesa County, and the City of Grand Junction and authorize the Interim City Manager to sign the Co-Sponsorship agreement.

Attachments

1. 1. Mesa County AIS GJRAA Grant agreements 80
2. 2. GJT-NMG-3-08-0027-080-2024 Grant Agreement - DRAFT
3. 3. Co-Sponsorship Agreement-city AIP 80
4. RES-Infrastructure Grant 30800270802024 20240626

AGENDA ITEM SHEET

Hearing Date Requested: June 25, 2024
Submitter:
Presenter: Angela Padalecki, Airport Executive Director
Return originals to:
Number of originals to return to submitter: 1
Contract Due Date:

To: Mesa County Board of Commissioners

Type of Item: Grant

Item Title/Recommended Board Action: Approve FAA Airport Infrastructure Grant Agreement Number 3-08-0027-080-2024, Improve Terminal Building (2 Loading Bridges), between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between Mesa County and the Grand Junction Regional Airport Authority and authorize the chair and County Attorney to sign.

Justification or Background: This Airport Infrastructure Grant Agreement provides grant funding from the Bipartisan Infrastructure Law for 90% of the Passenger Boarding Bridge Replacement Project. Work includes replacement of the passenger boarding bridge (PBB) at Gate 4, the replacement and relocation of the PBB located at Gate 3 to a revised location at Gate 2, a new stair and accessible ramp at Gate 3, and miscellaneous other improvements.
As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must also approve grant awards from the FAA to the Airport Authority. Action on this item is expected at the June 18, 2024 Grand Junction Regional Airport Authority board of commissioners meeting and the City Council meeting on July 3, 2024 meeting.

Fiscal Impact: This item is budgeted in the following account code: N/A – the grant will not have a financial impact on the county but will be recorded by the Airport Authority.

County: $0 Federal: $0 State: $0 Other: $0

Review:
Administration: AdministratorApproval
County Attorney: AttorneyApproval
Finance: FinanceApproval
Risk: RiskApproval

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado

Denver Airports District Office: 26805 E 68th Ave, Ste 224 Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Thomas R. Benton, Chair
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, CO 81506

Ms. Andrea Phillips, Interim City Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Ms. Bobbie Daniel, Chair
Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, CO 81501

Dear Mr. Benton, Ms. Phillips, and Ms. Daniel:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-08-0027-080-2024 at Grand Junction Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.

DRAFT

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **XXXX**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Todd Minnich, (303) 342-1279, todd.e.minnich@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

DRAFT

Sincerely,

{{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office

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U.S. Department of Transportation Federal Aviation Administration

FY 2024 AIRPORT INFRASTRUCTURE GRANT GRANT AGREEMENT Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	Grand Junction Regional Airport
Airport Infrastructure Grant Number	3-08-0027-080-2024 [Contract # DOT-FA24NM-1022]
Unique Entity Identifier	P2MUNC6N7YM6

TO: Grand Junction Regional Airport Authority, City of Grand Junction Colorado, and County of Mesa Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated XXXX, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Junction Regional Airport (herein called the "Project") consisting of the following:

Improve Terminal Building (2 Loading Bridges)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $3,743,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $3,743,000 airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

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2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before XXXX, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

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information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

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b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
   i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
   ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
   iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
   i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
   ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      a) Associated with performance under this Grant; or
      b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

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1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    i. Associated with performance under this Grant; or
    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
    i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
    i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    ii. Includes:
        a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated XXXX, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

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2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

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SPECIAL CONDITIONS

29. **Co-Sponsorship Agreement.** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the City of Grand Junction, Colorado and the County of Mesa, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.

30. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

31. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

32. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program (reflecting compliance with 49 CFR Part 23).

33. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

34. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

35. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.

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36. **Building BIL Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Improve Terminal Building (2 Loading Bridges) included in the project must not exceed 100% percent of the actual cost of the entire building.
37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

Grand Junction Regional Airport Authority

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

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[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated **{{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}**

City of Grand Junction, Colorado

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer4:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer4:title }}**

(Title of Sponsor's Authorized Official)

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[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at **{{DateTime_es_:signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[6]

Dated **{{DateTime_es_:signer6:calc(now()):format(date," mmmm d, yyyy")}}**

County of Mesa, Colorado

(Name of Sponsor)

{{Sig_es_:signer6:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer6:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer6:title }}**

(Title of Sponsor's Authorized Official)

[6] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer7: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[7]

Dated at **{{DateTime_es_:signer7:calc(now()):format(date," mmmm d, yyyy")}}**

By: {{Sig_es_:signer7:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

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[7] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

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y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

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j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

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Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

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9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

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States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

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h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

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revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

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which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Grand Junction Regional Airport Authority, City of Grand Junction Colorado, and County of Mesa Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

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sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for BIL projects as of XXXX.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

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37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2024, by and between the Grand Junction Regional Airport Authority ("Airport Authority"), and the City of Grand Junction (City).

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado ("Airport").

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration ("FAA"), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. 3-08-0027-080-2024 ("Project").

D. The FAA is willing to provide $3,743,000 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.

2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:

(a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Projects contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and

(b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.

4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the City for the development of the area surrounding the Airport.

5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By _____

Executive Director, Angela Padalecki
Grand Junction Regional Airport

CITY OF GRAND JUNCTION

By _____

Andrea Phillips, Interim City Manager
City of Grand Junction

RESOLUTION ___-24

AUTHORIZING THE CITY MANAGER TO SIGN AND SUBMIT A GRANT AGREEMENT AND SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT IN SUPPORT OF THE GRAND JUNCTION REGIONAL AIRPORT

RECITALS:

The Grand Junction Regional Airport Authority (GJRAA or Airport) has requested that the City Council consider and approve the FAA Airport Infrastructure Grant Agreement Number 3-08-0027-080-2024 (Grant). As creators and co-sponsors of the Airport Authority, both the County Commissioners and the City Council must approve grant awards from the FAA to GJRAA.

The Grant is for $3,7000,000 million dollars which provides funding from the Bipartisan Infrastructure Law for 90 percent of the Passenger Boarding Bridge Replacement Project. That work includes the replacement of the passenger boarding bridge (PBB) at Gate 4, the replacement and relocation of the PBB located at Gate 3 to a revised location at Gate 2, a new stair and accessible ramp at Gate 3, and miscellaneous other improvements.

The County Commissioners approved the Grant/Grant Agreement on June 2, 2024. The GJRAA and the City Staff recommend City Council approval.

Having been fully advised in the premises, the City Council by and with this Resolution affirms and directs the execution of the Grant Agreement(s) from the Federal Aviation Administration in the amount of $3,7000,000 in support of the GJRAA as described generally herein and in more detail in Airport Infrastructure Grant Agreement Number 3-08-0027-080-2024.)

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the execution of the Grant Agreements(s) Number 3-08-0027-080-2024 in the amount of $3,700,000 between the Federal Aviation Administration, Mesa County, the City of Grand Junction, and the Grand Junction Regional Airport Authority and the Co-Sponsorship Agreement between the City of Grand Junction and the Grand Junction Regional Airport Authority and authorize the Interim City Manager and City Attorney to sign.

_____

Abram Herman, President of the City Council

ATTEST:

_____

Selestina Sandoval, City Clerk

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Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: July 3, 2024

Presented By: Ken Sherbenou, Parks and Recreation Director

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

A Resolution Authorizing an Application to Great Outdoors Colorado (GOCO) to Fund the Outdoors Facilities Phase for the Community Recreation Center

RECOMMENDATION:

Staff recommends approval of the resolution

EXECUTIVE SUMMARY:

Following the 2024 CRC ballot approval, the City seeks to follow through on the plan to pursue an initial outdoor facilities phase at the CRC per the 2022 CRC Plan. This would add in outdoor facilities at the same time that the CRC is being built.

BACKGROUND OR DETAILED INFORMATION:

The 2024 CRC ballot proposal included a realistic grant strategy. This funding request to Great Outdoors Colorado (GOCO) fulfills the commitment to voters to pursue grants to support the development, a demonstration of fiscal responsibility that was critical in achieving a successful ballot initiative. This funding request would enable outdoor facilities, including a synthetic turf field, playground, and park shelter, as part of the CRC construction to achieve cost savings. The project's community-driven nature, shaped by extensive GOCO-funded planning efforts, reflects a commitment to meeting the community's needs. It will benefit the entire city and county population, tourists, and various sports and recreational groups needing multi-purpose fields. The synthetic turf field will allow year-round use and reduce maintenance costs and water consumption.

This request aims to maximize the success of the indoor recreation improvements already funded by providing complementary outdoor components. GOCO funding, along with a $500,000 Daniels Fund grant already secured but contingent on receiving the GOCO grant and other smaller foundation grants, would support the inclusion of

outdoor facilities as a part of the CRC construction. This includes a versatile 360’ X 200’ synthetic turf field, a playground, and the Burkey Park Shelter. The field will accommodate numerous sports groups and drop-in visitors, and the adjacent playground and park shelter, will create synergy is use so that the outdoor facilities experience a high level of use similar to the projected 1,100 daily visits to the indoor amenities. Design is set to finish in mid-2024, followed by 18 months of construction, with completion planned for the middle of 2026. If funding for the outdoor phase is secured, construction would begin alongside CRC construction, with completion projected to coincide with the rest of the project.

Enclosed with this agenda documentation in addition to the draft resolution is a letter of support from the Parks and Recreation Advisory Board (PRAB) that reflects their support and unanimous recommendation to City Council to approve this GOCO grant application. A current site plan showing this outdoor facilities phase is also included. The area shown in red is the space that is contingent on earning this GOCO grant. An earlier version of this CRC site plan, with the CRC phase and the Outdoor facilities phase, is on page 46 of the 2022 CRC Plan. City Council adopted this plan on November 16, 2022. On page 46, the strategy of looking "to secure additional funding sources to support the CRC including: potential partnerships, grants (e.g. Great Outdoors Colorado, etc.)" is defined.

FISCAL IMPACT:

If GOCO awards the grant to the City for $1,000,000, the project will be funded. This is entirely contingent on grant funding, consistent with the 2022 CRC plan. This GOCO grant would combine with $680,000 from the Burkey land sale, $150,145 in fundraising for the playground, a $500,000 grant secured from the Daniels Fund that is contingent on earning the GOCO grant, and approximately $300,000 from five other grantors to fund the project. FCI Constructors, the project CMGC, estimates the total project cost to be approximately $2,600,000.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 45-24, a resolution supporting the application for a community impact grant from the state board of the great outdoors colorado trust fund for completion of the community recreation center outdoor facilities phase.

Attachments

1. RES-GOCO Outdoor Facilities at GJ's First CRC 1 10 24
2. PRAB Letter of Support 6 21 24
3. 2024.01.20_GJ CRC OVERALL SITE PLAN PHASE_SM.pdf overview

RESOLUTION NO. xx-24

A RESOLUTION SUPPORTING THE APPLICATION FOR A COMMUNITY IMPACT GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND TO FUND OUDOOR FACILITIES AT GRAND JUNCTION'S FIRST COMMUNITY RECREATION CENTER (CRC)

Recitals:

Grand Junction is the largest community on the Western Slope and the only one without a multi-purpose Community Recreation Center (CRC). Attempts to provide the necessary funding date back to 1979, with efforts repeatedly falling short until the successful ballot initiative in April 2023. That sales tax increase proposal, which emphasized a diversity of funding sources including a realistic grant strategy, earned resounding approval with 60% of voters voting yes. This request to GOCO for funding makes good on the promise to voters to pursue grants to support the development, a demonstration of fiscal responsibility that was critical in achieving a successful ballot initiative.

This request specifically aims to maximize the success of the indoor recreation improvements already funded by providing complementary outdoor components. Funding from GOCO and the Daniels Fund, the two largest potential finders, would enable the development of a first phase of outdoor facilities with the primary feature being a versatile 360' X 200' synthetic turf field as part of the CRC construction. This would achieve $120,000 in cost savings compared with adding in these improvements later since architects, engineers and contractors are already mobilized.

Additional improvements in this first phase at the expansive Matchett Park include a playground and the Burkey Pavilion. The playground will be adjacent to the field space to create synergy in use for sports participants and their family members. The Pavilion will be a nearby stand-alone structure available for various community gatherings including activities tied to the field and the playground.

Constructing the Outdoor Facilities Phase at the CRC (Project) carries out a vision laid out by the residents of Grand Junction as stated in both the 2021 Parks and Recreation Open Space (PROS) Master Plan and the 2022 CRC Plan. This is an approximately $2,600,000 endeavor to be funded by the land sale of Burkey Park in 2019, a large donation for the playground, a variety of foundations, the biggest of which is the Daniels Fund, and hopefully Great Outdoors Colorado (GOCO).

After due consideration, the City Council of the City of Grand Junction supports the Project and desires the City to submit a GOCO grant application to obtain the necessary funding for the Project, and if the grant is awarded, to enter into such further agreements as are necessary and proper to complete the Project.

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

1. The City Council of the City of Grand Junction strongly supports the application to GOCO to obtain funds needed to complete the Project. The City Manager is authorized and directed to work to finalize and timely submit such GOCO grant application.

DRAFT

2. If the grant is awarded, the City Council of the City of Grand Junction strongly supports the completion of the Project and authorizes the City Manager to sign a grant agreement in a form acceptable to the City, as grantee of the GOCO grant.

This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this 3rd day of July 2024.

_____

Abram Herman

President, Grand Junction City Council

ATTEST:

_____

Selestina Sandoval

City Clerk

DRAFT

June 20, 2024

Great Outdoors Colorado
1900 Grant Street
Unit 725
Denver CO 80203

Dear GOCO Grant Reviewers,

It is with enthusiasm that I write this letter of support for a grant request for outdoor improvements for the Grand Junction Community Recreation Center (CRC) property located at Matchett Park. I have served on the Grand Junction Parks and Recreation Advisory Board (PRAB), for 4 years, and served as the Chairperson for 2 years. During this time, I have followed the development of the CRC with interest, dedication and hope for improved recreation opportunities for the residents of Grand Junction and surrounding areas.

As the community approved the construction of the CRC, as a PRAB I think we all recognized building out the additional outdoors acreage was a crucial part of the vision and offering citizens additional opportunities to enjoy outdoor recreation spaces. Director Ken Sherbenou shared with the PRAB an initial plan for development of outdoor space near the CRC on June 6, 2024, which included artificial turf fields and a playground. This is in addition to numerous discussions over the past year in meetings with PRAB, who formed the Community Recreatoin Center special committee in July of 2023.

We have held a special meeting about once per month ever since where we have advised on the evolving design including the outdoor facilities phase that is contingent on grants. One element of advice that came directly from PRAB involved the need for additional parking with the outdoor facilities being built at the same time as the CRC construction. As a result, staff directed the architects to add in the overflow parking to the north of the facility. We were also pleased to learn that this will also get additional use during construction as the site for the construction trailer.

PRAB has also be very involved in many of the plans that have led to the CRC. The Parks Recreation and Outdoor Space (PROS) plan, funded by GOCO and completed in January 2021, identified outdoor field space as a large and growing need in the community. The PROS plan the lead to the 2022 CRC plan, which became the basis for the vote. City Council vested tremendous trust in PRAB to serve as the community advisor, the stakeholder group that engaged throughout that planning process. PRAB provided key recommendations to Council in several key areas such as facility location, size, operations and funding. Council accepted these recommendations and ratified them at each junction point in the planning. The result was very positive with a high rate of approval.

It seems intuitive that outdoor field space and a CRC create a design synergy for community enjoyment. The PRAB voted unanimously in favor of pursuing this grant and developing space outside the CRC with outdoor fields. In addition to our unanimous vote in support of this grant to add artificial turf multipurpose fields, a playground, and an outdoor pavilion, we looked at the longer-term needs for additional fields and athletic facilities to meet the growing need for outdoor recreation in Grand Junction and hope this project will help jump start future development of Matchett Park and its 207 acres of available open space. Moving toward

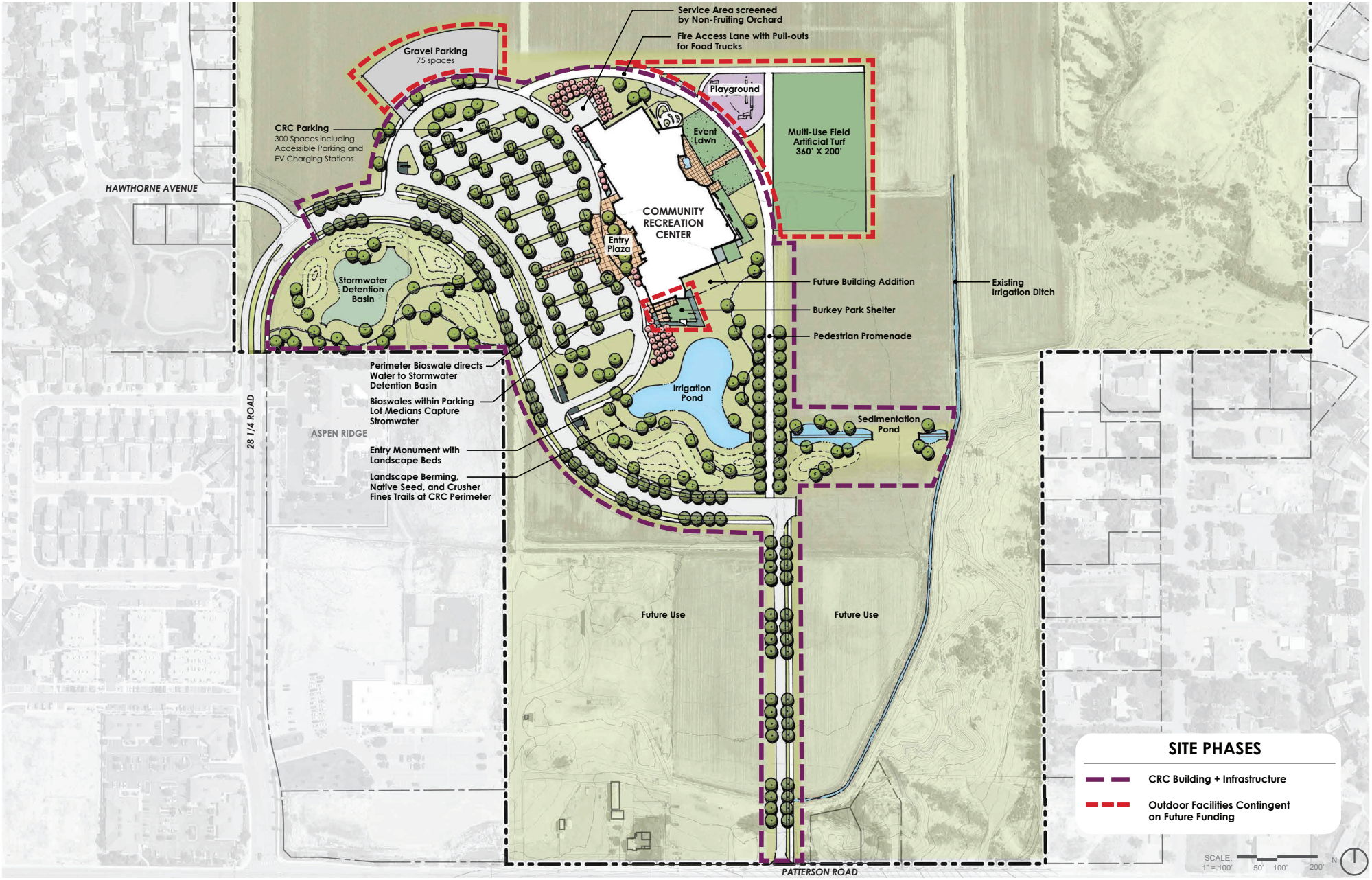
artificial turf instead of grass will help with Grand Junction's mission to reduce its use of water throughout the park system.

The City of Grand Junction has contracted with FCI construction for building the CRC. They have provided an estimate of 2.7M for the current outdoor improvement request. Additional funding is secured with several other funders including a huge grant from the Daniels fund of $500,000 and several more are in the works. Through a lot of public input, the Parks and Recreation Department has identified outdoor fields as a gap in parks and recreation user groups and a gap in the community. Building this outdoor field at this time would save funding in mobilization costs and reduce the need for construction in the park after the CRC is complete. Parks and recreation staff are also working with transportation engineers to look at potential public transportation to the park, safe bike routes and helping ensure multiple modes of safe transportation to the park, CRC and this new field and playground if funded.

Given the aforementioned reasons, the Grand Junction PRAB enthusiastically supports this grant request. We thank you for your consideration and investment in our community and the outdoors of Colorado.

Sincerely,

Lisa Whalin, LPC
Grand Junction Parks and Recreation Advisory Board Chair



DHM DESIGN LANDSCAPE ARCHITECTURE ECOLOGICAL PLANNING LAND PLANNING + URBAN DESIGN

DESIGN DEVELOPMENT | RENDERED PLAN
GRAND JUNCTION COMMUNITY RECREATION CENTER
JANUARY 2024

Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: July 3, 2024

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, AICP, Principal Planner

Information

SUBJECT:

The Grand Valley River Corridor Initiative (RCI) Multi-Jurisdictional Letter of Support

RECOMMENDATION:

Staff recommends authorizing the Interim City Manager to sign a letter of support for collaborative planning of the Colorado River Corridor Initiative

EXECUTIVE SUMMARY:

The Grand Valley River Corridor Initiative (RCI) is a community-driven initiative focused on supporting and maintaining a healthy river corridor and the associated needs, uses, and values for generations to come. The RCI was formed in 2020 to address the acute need for enhanced coordination, planning, and collaboration on river corridor-related activities. A Core Team leads it with representatives from RiversEdge West, Colorado Mesa University, and American Rivers. OV Consulting was contracted to provide necessary river system support and move the process forward by coordinating with local municipalities and stakeholders.

The RCI Core Team hosted three multi-jurisdictional planning workshops in Grand Junction on November 7, 2023, February 6, 2024, and May 8, 2024, to convene planners and professionals from Mesa County, Fruita, Grand Junction, and Palisade to discuss the future of the Grand Valley River Corridor, craft a shared vision for the River Corridor, and discuss planning strategies to support the development of an inter-jurisdictional River Corridor planning framework.

Representatives from all four jurisdictions agreed that a letter of support from each should serve as an agreement to plan collaboratively along the Grand Valley River Corridor and to move forward with a multi-jurisdictional River Master Plan.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

At the June 17, 2024 Council Workshop, the consultant, Beth Vogelsang of OV Consulting presented an overview of the project. The Grand Valley's River Corridor extends from De Beque, Colorado to the Utah state line and encompasses the Gunnison River from Bridgeport to the confluence with the Colorado River. The river corridor is the lifeblood of the community and is a vital economic, cultural, and ecological resource that supports the Grand Valley's well-being and prosperity. Given the diverse values supported by the river, the Grand Valley River Corridor Initiative (RCI) was formed in 2020 to address the acute need for enhanced coordination, planning, and collaboration on river corridor-related activities.

The RCI Vision includes the following:

- Engage river corridor stakeholder groups to identify common values and challenges.
- Provide a platform and resource for river corridor stakeholders, fostering coordinated collaboration on future river-centric endeavors, and leading to informed decision-making.
- Develop strategies to address shared goals, objectives, and challenges.
- Foster community education and connection with the river.

To address the Vision, the RCI sought funding through the Colorado Water Conversation Board and Colorado River District to support four distinct work efforts extending from 2023-2025.

- Facilitation and Outreach: Create a public-facing presence for RCI and the River Corridor (Contracted with Strategic by Nature, October 2023-2025)
- Riparian and Floodplain Health Assessment: Study the riparian health and floodplain of the river corridor (Contracted April 2024-2025)
- Flow Conditions and Preference Analysis: Understand community values and preferences for river flows (Conducted in Partnership with the River Network, October 2024-2025)
- Framework for Planning Coordination: Develop a framework or agreement among jurisdictions for future river corridor planning (Contracted with OV Consulting, September 2023-May 2024)

These efforts are coordinated through the RCI Advisory Council which meets quarterly and is comprised of a diverse set of 27 stakeholders including local governments and organizations in the Grand Valley.

PLANNING FRAMEWORK

The Planning Framework was conducted over the last eight months by OV Consulting in coordination with the Core Team members Joel Sholtes, Shannon Wadas, and Rusty Lloyd representing RCI, and the Jurisdictions of Mesa County, Fruita, Grand Junction and Palisade. The purpose of the Framework effort was to address the following:

- Develop a coordinated approach to creating a shared Vision for the River Corridor
- Explore planning and management strategies for the corridor that align with the vision
- Inform the engagement process with the community

- Develop an agreed-upon planning framework and next steps

Representatives from each jurisdiction have contributed significant time and associated in-kind match. Since 2023, more than $6,000 of in-kind support has been contributed through the various workshops and RCI Advisory Council meetings, demonstrating a concerted commitment to the process outcome.

OV Consulting established a coordinated and cohesive jurisdictional Workshop Series for Mesa County, Fruita, Grand Junction, and Palisade focused on river corridor conditions, jurisdictional needs and values associated with the river, a Vision for the Grand Valley River corridor, and identifying the right next steps in securing that Vision. Workshop discussions were supported by local area research, mapping, and river planning best practices that informed the groups' progress and decision-making around the next steps.

Workshop #1 –Nov. 7, 2023
At this first workshop, jurisdictions identified the challenges they face along the river, studied the value of recently completed Fluvial Hazard Buffer (FHB) mapping, and uncovered the corridor's current values and assets. They asked themselves, "Where do we want to be in 20-30 years?" The group discussed the nexus of land use policy, population growth, and river systems and the balance needed to ensure smart growth and a future healthy river in the Grand Valley.

Workshop #2 –Feb. 6, 2024
In the second workshop, jurisdictions built upon the values identified in Workshop 1 and drafted a River Corridor Vision to be shared with the RCI Advisory Council. They explored river planning strategies in Peer Cities and built consensus around the right next steps for the Grand Valley River Corridor.
The three main components of Workshop #2 included:
- Draft Grand Valley River Corridor Vision
- Peer City River Corridor Planning and Management Strategies
- Agreement on appropriate planning approach for Grand Valley jurisdictions

It was decided that a multi-jurisdictional joint resolution would provide the agreement needed among the jurisdictions to move forward with a Grand Valley River Corridor Master Plan that would address the newly developed vision and provide consistent direction to river recreation, river health, mobility, and edge development at a policy level.

Workshop #3 –May 8, 2024
At the third and final workshop, jurisdictions confirmed the Final Grand Valley River corridor vision, reviewed supporting documentation, and confirmed the strategy for executing the Joint Resolution. Jurisdictions also discussed funding opportunities and the timing and estimated cost of advancing the Master Planning process.

The key challenges and jurisdictional values identified in Workshop #1 served as the

foundation for the Visioning exercise held in Workshop #2. Workshop attendees formed three groups to confirm shared values and craft language in support of a river corridor vision. Input ranged from full vision statements to the identification of supporting vision elements. Draft language and key input on the Vision included the following:

- Commit to supporting a vibrant and healthy river corridor that benefits a diverse community of stakeholders for future generations
- Activate areas with parks, open spaces, and trails
- Keep commercial uses out of the flood zone
- Cluster land uses and create sub-areas for diverse uses, from urbanized to passive natural areas
- Consider buffer zones within the sub-areas and avoid development with the Fluvial Hazard Zon.
- Plan for “100 Years” or “The Next Century” or “Forever” along our river

THE GRAND VALLEY RIVER CORRIDOR VISION

“The communities of the Grand Valley are committed to a data-driven approach to steward a resilient, vibrant, and healthy river corridor that supports the values of agriculture, habitat and wildlife, recreation, economic growth, and sustainable development benefiting today's and future generations.”

FISCAL IMPACT:

This action does not have any direct fiscal impact.

SUGGESTED MOTION:

I move to authorize the Interim City Manager to sign a letter of support for collaborative planning of the Colorado River Corridor Initiative.

Attachments

1. LTR-Grand Valley RCI support - draft - 6-11-2024

TO: Grand Valley River Corridor Initiative

FROM: Grand Junction City Council

SUBJECT: River Corridor Master Planning Letter of Support

DATE: July XX, 2024

Background

The Grand Valley River Corridor Initiative (RCI) is a community-driven initiative focused on supporting and maintaining the health of the Colorado and Gunnison River corridors in Mesa County, together with the associated needs, uses, and values for today and future generations. The RCI was formed as a coalition of interested parties in 2020 to address the acute need for enhanced coordination, planning, and collaboration on river corridor-related activities. A core team leads the RCI with representatives from RiversEdge West, Colorado Mesa University, One Riverfront, and American Rivers.

The RCI core team hosted three multi-jurisdictional planning workshops in Grand Junction on November 7, 2023, February 6, 2024, and May 8, 2024, to convene planners and professionals from Mesa County, Fruita, Grand Junction, and Palisade to discuss the future of the Grand Valley Rivers and the River Corridors, craft a shared vision for the River Corridors, and discuss strategies to support the development of an inter-jurisdictional river corridor planning framework. Representatives from all four jurisdictions agreed to bring the question of pursuing a collaborative planning process for the river corridor to each of their elected bodies in anticipation of securing the support of all to move forward with a multi-jurisdictional River Corridor Master Plan.

The RCI vision statement, which was drafted by representatives of the four jurisdictions reflects the shared values of the Grand Valley. RCI's vision statement is:

> *"The communities of the Grand Valley are committed to a data-driven approach to steward a resilient, vibrant, and healthy river corridor that supports the values of agriculture, habitat and wildlife, recreation, economic growth, and sustainable development benefiting today's and future generations."*

Support for Grand Valley River Corridor Planning

With this letter of support, the City of Grand Junction recognizes and acknowledges that:

- The Grand River Valley Corridor holds significant ecological, recreational, and economic value for the communities of Mesa County, Grand Junction, Palisade, and Fruita; and,
- The state of the Rivers have been changing in recent years with more recreation and development along the Rivers; and,
- Coordinated planning and management of the Grand River Valley Corridor is essential to preserving the natural beauty, enhancing recreational opportunities, and fostering sustainable development.

In consideration of the work of the RCI and in support of continuing effort, the ____ Grand Junction City Council agrees to collaborate with RCI and its core team to move forward with a planning process and pledge our support for the development, public consideration, and as jointly adopted by the Grand Valley river jurisdictions, the implementation of a thorough Grand Valley River Corridor Master Plan. Furthermore, we agree to support RCI and its core team in facilitating and identifying necessary funding and cost-share models to hire a contractor to assist with the creation of a collaborative River Corridor Master Plan.

Signed this ____ day of _____, 2024.

_____
Abram Herman, Mayor

DRAFT

Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: July 3, 2024

Presented By: Trenton Prall, Engineering & Transportation Director

Department: Engineering & Transportation

Submitted By: Jamie B. Beard

Information

SUBJECT:

Resolution Ratifying the Interim City Manager's Actions in entering into a contract to Purchase Property at or near 2767 - 2773 C 1/2 Road Including Two Unaddressed Parcels and Authorizing the Interim City Manager to Execute all Necessary Documents to Complete the Purchase, Including but not Limited to a Life Estate Conveyance to Bennie Dick Skinner, Conservation and Trail Easement and a Funding Agreement with the State of Colorado

and

Resolution Authorizing the Interim City Manager to Execute an Intergovernmental Agreement with Mesa County Regarding the Funding for the Purchase of the Property at or near 2767- 2773 C1/2 Road Including Two Unaddressed Parcels in Grand Junction, Colorado, Including a Reimbursement Requirement to the County if the City Should Transfer the Property for Value For Other Than a Public Purpose

RECOMMENDATION:

Adopt and approve Resolution Ratifying the Interim City Manager's actions in entering into a contract to Purchase Property at or Near 2767 - 2773 C1/2 Road including two unaddressed parcels in Grand Junction, Colorado and authorize Interim City Manager to finalize negotiations and execute all necessary documents to complete the purchase, including but not Limited to a Life Estate Conveyance to Bennie Dick Skinner, Conservation and Trail Easement and a Funding Agreement with the State of Colorado

Adopt and approve Resolution authorizing the Interim City Manager to execute an Intergovernmental Agreement with Mesa County regarding the funding for the purchase of the property at or near 2767- 2773 C1/2 Road including two unaddressed parcels in Grand Junction, Colorado, including a requirement to reimburse the county if the City should transfer the property for value for other than a public purpose

EXECUTIVE SUMMARY:

The City Council was presented the opportunity to purchase approximately 12.5 acres of property adjacent to the Colorado River for $1,855,000. The property is located at/near 2767-2773 C ½ Road and includes two unaddressed parcels owned by Bennie and David Skinner (Skinners or Sellers) in southern Grand Junction (Property). Purchase of the Property provides the land necessary for completing the Colorado Riverfront Trail. After discounting the purchase price by $190,000 for a life estate to Bennie Skinner, the balance will be paid in equal amounts by the City, Mesa County, and Colorado Parks & Wildlife (CPW). After the purchase, the City will convey a conservation and trail easement (C&TE) to CPW at no cost. The C&TE will concern approximately 5.5 acres of the Property. The public will not be allowed to access the Property until construction of the trail is complete. When complete, the City will assume management responsibilities for the C&TE easement area in accordance with a management plan. The City and Mesa County have not determined the eventual use of the 7+/- acres; however, each has committed to a public use of that portion of the Property, with one such possible use being for workforce, affordable and/or attainable housing.

BACKGROUND OR DETAILED INFORMATION:

The City Council was presented the opportunity to purchase approximately 12.5 acres of property adjacent to the Colorado River. The property is located at 2767-2773 C ½ Road in southern Grand Junction (Property). Purchase of the Property, will among other things, provide the land necessary for completing the Colorado Riverfront Trail. The approximately 12.5-acre Property that is the subject of this Resolution is presently owned by Bennie and David Skinner (Skinners or Sellers). The Skinners have agreed to sell the Property to the City by a General Warranty deed for total compensation of $1,855,000. That amount assumes a life estate for Bennie Skinner valued at $190,000 and the balance of $1,665,000 to be paid in equal amounts ($555,000) by Mesa County, Colorado Parks & Wildlife (CPW), and the City. After the purchase, the City will convey a conservation and trail easement (C&TE) to CPW at no cost. The Conservation and Trail Easement (C&TE) will concern approximately 5.5 acres of the Property. The life estate will allow Bennie Skinner to continue to reside until her death in the house on the remaining 7+/- acres, which area will be described by survey. The area of the life estate and the C&TE will be separately described, and the management of the same may be determined by a separate lease or other agreement. That agreement, if any, will allow CPW to commence all planning and the City to take on construction for the future Colorado Riverfront Trail section between Las Colonias Park and CPW's Pear Park section beginning at 29 Road. The public will not be allowed to access the Property until construction of the trail is complete. When complete, the City will assume management responsibilities for the C&TE easement area in accordance with a management plan.

The City and CPW and the City and Mesa County will be entering into funding agreements relative to their respective participation in the acquisition of the Property. Execution of both of those agreements is a condition precedent to the City's purchase

of the Property. The City and Mesa County have not determined the eventual use of the 7+/- acres; however, each has committed to a public use of that portion of the Property, with one such possible use being for workforce, affordable and/or attainable housing.

CPW has been approved to provide its portion for the funding of the purchase as well as up to $25,000.00 for costs related to closing such as survey, title commitment, and a phase 1 environmental assessment. Mesa County is expected to provide its portion for the purchase with the agreement to use the 7+ acres not included within the C&TE area for public purposes. In the future, if the City should transfer its fee interest for value to another for other than a public purpose, Mesa County will be reimbursed for some of its interest in providing its portion of the funding.

FISCAL IMPACT:

$1,100,000 of the funds for the $1,665,000 purchase of real property are included in the 2024 Adopted Budget in the Sales Tax Capital Improvement Fund. The remaining $565,000 was also appropriated to the Sales Tax Capital Improvement Fund on June 5, 2024, with the approval of the 2024 Supplemental Appropriations Ordinance by Council. $1,100,000 of the cost to purchase the land will be funded by Mesa County and CPW.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 46-24, A resolution ratifying the Interim City Manager's actions in entering into a contract to purchase property at or Near 2767 - 2773 C1/2 Road including two unaddressed parcels in Grand Junction, Colorado and authorize Interim City Manager to finalize negotiations and execute all necessary documents to complete the purchase, including but not limited to a Life Estate conveyance to Bennie Dick Skinner, Conservation and Trail Easement and a Funding Agreement with the State of Colorado

I move to (adopt/deny) Resolution 47-24, A resolution authorizing the Interim City Manager to execute an Intergovernmental Agreement with Mesa County regarding the funding for the purchase of the property at or near 2767- 2773 C1/2 Road including two unaddressed parcels in Grand Junction, Colorado, including a requirement to reimburse the County if the City should transfer the property for value for other than a public purpose

Attachments

1. RES-Skinner Property Ratification 20240626
2. RES-IGA Skinner Prop 20240626
3. skinner purchase k signed
4. Funding Agreement_Skinner (GJ CPW) - DRAFT -20240628 CC (1)
5. Funding Agreement Exhibit B Life Estate 20240628
6. Exh A Life Estate Legal - legal size sheet
7. Exh B Life Estate Sketch Exhibit - legal size sheet
8. Skinner Conservation Trail Easement - DRAFT - 20240628 (1)

9. C&TE Ex B Property Map
10. IGA with County for Skinner Property - final 06102924 (003)

RESOLUTION NO. __-24

A RESOLUTION RATIFYING THE INTERIM CITY MANAGER'S ACTIONS IN ENTERING INTO CONTRACT TO PURCHASE REAL PROPERTY LOCATED AT OR NEAR 2767 – 2773 C ½ ROAD AND INCLUDING THE ADJACENT AND UNADDRESSED PARCELS UNDER COMMON OWNERSHIP OF THE SELLERS, GRAND JUNCTION, COLORADO AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION

RECITALS:

The City Council was presented the opportunity to purchase approximately 12.5 acres of property (Property) adjacent to the Colorado River. The Property is located at or near 2767-2773 C ½ Road and includes the unaddressed parcels under common ownership of the Sellers in South Grand Junction. Upon the completion of the purchase, the City of Grand Junction (City) will, among other things, have the land necessary for completing the Riverfront Trail.

In the mid-1980s, a grass roots effort began to reclaim the riverfront from the junkyards and waste that had accumulated on the banks of the Colorado River. In 1985, that effort grew into a broader community mission of the Grand Junction Lion's Club, the Western Colorado Botanical Society and others volunteering their time and talent to clean up the Riverfront. That work contributed to the formation of the Riverfront Commission and the broader goals of creating public spaces and trails along the river. In 1994 the City acquired the former Climax uranium mill site and began the process for the redevelopment of that site to include trails, public spaces, and what is now known as Las Colonias Park. In addition to the improvements to the Riverfront near Las Colonias, the City acquired property now known as Dos Rios and, has been instrumental in the construction of many miles of trail near the River to the west and north of the City.

The approximately 12.5-acre Property that is the subject of this Resolution is presently owned by Bennie and David Skinner (Sellers). The Sellers have agreed to sell the Property to the City by a General Warranty deed for total compensation of $1,855,000. That amount assumes a life estate for Bennie Skinner valued at $190,000 and the balance of $1,655,000 to be paid in equal amounts ($555,000) by Mesa County, Colorado Parks & Wildlife (CPW), and the City.

After the purchase, the City will convey a conservation and trail easement (C&TE) to CPW at no cost. The C&TE will concern approximately 5.5 acres of the Property.

The life estate will allow Bennie Skinner to continue to reside until her death in the house on the remaining 7+/- acres, which area will be described by survey. The area of the life estate and the C&TE will be separately described, and the management of the same may be determined by separate lease or other agreement. That agreement, if any, will allow CPW to commence all planning and the City to take on construction for the future Colorado River Trail section between Las Colonias Park and CPW's Pear Park section beginning at 29 Road.

The public will not be allowed to access the Property until construction of the trail is complete. When complete, the City will assume management responsibilities for the C&TE easement area in accordance with a management plan.

With City Council's approval of this Resolution, the City and CPW will enter into a funding agreement relative to their respective participation in the acquisition of the Property. Execution

of this agreement and an agreement between the City and Mesa County for funding are conditions precedent to the City's purchase of the Property. The City and Mesa County have not determined the eventual use of the 7+/- acres; however, each has committed to a *public use* of that portion of the Property, with the current consideration being that the area may be well used for workforce, affordable and/or attainable housing.

The City Council has considered the opportunity to purchase the Property on the foregoing terms and does hereby and herewith ratify the actions of the Interim City Manager in entering into the contract to purchase and authorizes the Interim City Manager to execute all necessary documents for the purchase of the real property located at or near 2767 – 2773 C ½ Road, Grand Junction, Colorado, and documents with CPW for the funding and conservation and trail easement finds that the purchase of the Property, the funding agreement and the Conservation Trail Easement to be reasonable and proper.

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

1. The foregoing Recitals are incorporated herein and in consideration of the same and as determined by the Council and as evidenced by this Resolution, the City Council hereby ratifies the Interim City Manager's actions in entering into the purchase contract for real property located at or near 2767 – 2773 C ½ Road, including the unaddressed parcels under common ownership of the Sellers. The Interim City Manager is authorized to finalize negotiations and execute all necessary documents for closing on the Property, including the Life Estate for Bennie Dick Skinner.

2. The Interim City Manager is authorized to enter into the Funding Agreement and the Conservation Trail Easement with the State of Colorado through CPW.

3. That the officers, employees, and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution together with the attached Contract to Buy and Sell Real Estate (Contract), funding agreements, life estate and the conservation and trail easement without limitation, as may be necessary or desirable to effect the purchase of the Property as described therein.

PASSED and ADOPTED this 3rd day of July 2024.

_____
Abram Herman
President of the City Council

ATTEST:

_____
Selestina Sandoval
City Clerk

RESOLUTION NO. _____-24

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MESA COUNTY FOR THE FUNDING OF THE PURCHASE OF REAL PROPERTY LOCATED AT OR NEAR 2767 – 2773 C ½ ROAD AND INCLUDING THE ADJACENT AND UNADDRESSED PARCELS UNDER COMMON OWNERSHIP OF THE SELLERS, GRAND JUNCTION, COLORADO

RECITALS:

In the mid-1980s, a grass roots effort began to reclaim the riverfront from the junkyards and waste that had accumulated on the banks of the Colorado River. In 1985, that effort grew into a broader community mission of the Grand Junction Lion's Club, the Western Colorado Botanical Society and others volunteering their time and talent to clean up the Riverfront. That work contributed to the formation of the Colorado Riverfront Commission (now known as One Riverfront) in 1987 by the City and Mesa County with the broader goals of creating public spaces and trails along the river.

Over the years, trails have been built by both the City and Mesa County, at times in conjunction with each other, the State of Colorado, neighboring municipalities, and/or with the assistance of One Riverfront. The trails along the Colorado River extend from approximately 22 Road to the west to Las Colonias Park on the east and then from 29 Road on the west to approximately 33½ Road on the east. The final connection between the Las Colonias Park and 29 Road is needed. This purchase will complete the last area needed to complete the final connection. Mesa County is agreeing to assist in funding the purchase by 1/3 with a total payment of $555,000.00.

The Conservation and Trail Easement consisting of approximately 5.5 acres will allow for the trail with use by the public but also additional use for other limited recreational uses that do not conflict with the purpose of the conservation easement. With the funding agreement with Mesa County, the City and the County agree to use the remaining 7+ acres for *public purposes*. The exact use of that land, either in whole or in part, has not been determined, but consideration is being given to workforce, affordable and/or attainable housing. The agreement includes terms for some reimbursement to Mesa County if the property should change ownership from the City for use for something other than a *public purpose(s).*

Design and construction of the trail on the property purchased with the funds from this agreement will begin in 2025 with completion anticipated in 2026. When construction is complete, the City will assume management responsibilities for the Conservation and Trail Easement area in accordance with a management plan.

The City Council has considered the opportunity to purchase the real property located at or near 2767 – 2773 C ½ road and including the adjacent and unaddressed parcels under common ownership of Bennie and David Skinner and finds the purchase to be a benefit to the public and the agreement with Mesa County to be reasonable and proper to assist in making the purchase.

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

DRAFT

The foregoing Recitals are incorporated herein and in consideration of the same and as determined by the Council as evidenced by this Resolution, the City Council hereby authorizes the Interim City Manager to execute the Intergovernmental Agreement attached hereto with Mesa County regarding the funding for the purchase of real property located at or near 2767 – 2773 C ½ Road, including the unaddressed parcels under common ownership of Bennie Dick Skinner and David Skinner.

PASSED and ADOPTED this 3rd day of July 2024.

_____

Abram Herman
President of the City Council

ATTEST:

_____

Selestina Sandoval
City Clerk

DRAFT

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS1-6-23) (Available 8-23, Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: May 31, 2024

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. City of Grand Junction (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** _____.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. Seller. Bennie Dick Skinner and David Lee Skinner (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Mesa, Colorado (insert legal description):

See attached Exhibit A attached hereto and incorporated herein.

known as: 2767 - 2773 C 1/2 Road (Street Address) Grand Junction (City) CO (State) 81501 (Zip),

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions:** lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions:** storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

~~Any and all water rights and/or shares for the land.~~ X BS X AP

☐ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

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Treatonpc@gjcity.org

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS1-6-23) (Available 8-23, Mandatory 1-24)

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2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

~~Any and all water rights and/or shares for the land~~ NONE

☐ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: _____; and the use or ownership of the following storage facilities: _____.
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

2.6. Exclusions. The following items are excluded (Exclusions):

2.7. Water Rights/Well Rights.

■ **2.7.1. Deeded Water Rights.** The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

■ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

~~Any and all water rights related to the land, including but not limited to 9 shares of Grand Valley Irrigation Company as referenced in the warranty deed recorded in the Mesa County Clerk and Recorder's records at Reception #1028794 and/or shares for or from The D Road Mutual Irrigation Company. Sellers will cooperate in the transfer of~~ XBS AP

■ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____.

■ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer ■ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline.**

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 PM
2	§ 4	Alternative Earnest Money Deadline	N/A
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	June 21, 2024
4	§ 8	Record Title Objection Deadline	June 28, 2024

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2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: _____; and the use or ownership of the following storage facilities: _____.
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

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NO

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Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 PM
2	§ 4	Alternative Earnest Money Deadline	N/A
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	June 21, 2024
4	§ 8	Record Title Objection Deadline	June 28, 2024

5	§ 8	Off-Record Title Deadline	June 14, 2024
6	§ 8	Off-Record Title Objection Deadline	June 28, 2024
7	§ 8	Title Resolution Deadline	July 5, 2024
8	§ 8	Third Party Right to Purchase/Approve Deadline	1 week before closing
		Owners' Association	
9	§ 7	Association Documents Deadline	June 21, 2024
10	§ 7	Association Documents Termination Deadline	June 28, 2024
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	June 21, 2024
12	§ 10	Lead-Based Paint Disclosure Deadline	June 28, 2024
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A
		Survey	
25	§ 9	New ILC or New Survey Deadline	N/A
26	§ 9	New ILC or New Survey Objection Deadline	N/A
27	§ 9	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	June 28, 2024
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	June 21, 2024
31	§ 10	Inspection Objection Deadline	June 24, 2024
32	§ 10	Inspection Resolution Deadline	July 5, 2024
33	§ 10	Property Insurance Termination Deadline	1 week before closing
34	§ 10	Due Diligence Documents Delivery Deadline	June 21, 2024
35	§ 10	Due Diligence Documents Objection Deadline	June 28, 2024
36	§ 10	Due Diligence Documents Resolution Deadline	July 5, 2024
37	§ 10	Conditional Sale Deadline	N/A
38	§ 10	Lead-Based Paint Termination Deadline	June 28, 2024
		Closing and Possession	
39	§ 12	Closing Date	on or before August 29, 2024
40	§ 17	Possession Date	at closing subject to life estate
41	§ 17	Possession Time	at closing subject to life estate
42	§ 27	**Acceptance Deadline Date**	June 6, 2024
43	§ 27	**Acceptance Deadline Time**	

Note: If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA** insured or **VA** guaranteed loans.

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ■ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	$1,665,000.00	
2	§ 4.3.	Earnest Money		$
3	§ 4.5.	New Loan		$
4	§ 4.6.	Assumption Balance		$
5	§ 4.7.	Private Financing		$
6	§ 4.7.	Seller Financing		$
7				
8				
9	§ 4.4.	Cash at Closing		$
10		**TOTAL**	$	$1,665,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer $ N/A (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a N/A, will be payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21,** unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ■ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **FHA** ☐ **VA** ☐ **Bond** ☐ **Other** _____. If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed $_____.

4.5.4. Loan Estimate – Monthly Payment and Loan Costs. Buyer is advised to review the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of Buyer's monthly mortgage payment.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at $_____ per _____ including principal and interest presently at the rate of _____% per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** ☐ **Mortgage Insurance Premium** and ☐ _____.

Buyer agrees to pay a loan transfer fee not to exceed $_____. At the time of assumption, the new interest rate will not exceed _____% per annum and the new payment will not exceed $_____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than $_____, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date.**

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed $_____.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private Financing Deadline.**

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline,** if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller or Private Financing Deadline,** if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Terms; New Loan Availability.

5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE,** except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.2.2. FHA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than $_____. The purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself/themselves that the price and condition of the Property are acceptable.

6.2.3. VA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ■ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

■ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ■ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ■ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other**_____.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title

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Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is:_____.

8.5. Tax Certificate. A tax certificate paid for by ■ **Seller** ☐ **Buyer**, for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives

Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of _____; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

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10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

None

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. Other documents and information:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as _____. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ■ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]

10.10. Lead-Based Paint.

10.10.1. Lead-Based Paint Disclosure. Unless exempt, if the Property includes one or more residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline.**

10.10.2. Lead-Based Paint Assessment. If Buyer elects to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline.** Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

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10.11. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

10.12. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

RESIDENTAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT: HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE.

11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ■ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by Buyer _____.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ■ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

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14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller** ■ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ **Buyer** ■ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ **Buyer** ■ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ **Buyer** ■ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ■ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ■ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ■ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ **Buyer** ■ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $_____ for:

■ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____

and must be paid at Closing by ☐ **Buyer** ☐ **Seller** ■ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ■ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ■ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other** _____.

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ■ **Seller.** Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and _____. Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1. and, if applicable, any Post-Closing Occupancy Agreement.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $ _____ per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then Buyer ■ **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

☐ If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of

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the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

See attached Exhibit B for additional provisions.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents **are a part** of this Contract:

30.1.1. Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-Closing Occupancy Agreement is a part of this Contract.

30.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

SIGNATURES

City of Grand Junction

By: Buyer's Name: Andrea Phillips
Interim City Manager

Andrea Phillips 5/31/2024
Buyer's Signature Date

Interim City Manager

Address: 250 N. 5th Street
Grand Junction CO 81501

Phone No.: 970-244-1508
Fax No.:
Email Address:

Buyer's Name:

Buyer's Signature Date

Address:

Phone No.:
Fax No.:
Email Address:

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name:

Seller's Signature Date

Address:

Phone No.:
Fax No.:
Email Address:

Seller's Name:

Seller's Signature Date

Address:

Phone No.:
Fax No.:
Email Address:

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

See attached Exhibit B for additional provisions.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents are a part of this Contract:

30.1.1. Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-Closing Occupancy Agreement is a part of this Contract.

30.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract:

SIGNATURES

City of Grand Junction

By: Buyer's Name: Andrea Phillips
Interim City Manager

Andrea Phillips 5/31/2024
Buyer's Signature Date

Address: 250 N. 5th Street
Grand Junction CO 81501
Phone No.: 970-244-1508
Fax No.:
Email Address:

Buyer's Name:

Buyer's Signature Date

Address:
Phone No.:
Fax No.:
Email Address:

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: Bennie Skinner

X Bennie Skinner 6.5.24
Seller's Signature Date

Address: 2773 C 1/2 Rd
Grand Junction CO 81501
Phone No.: 3039291942
Fax No.:
Email Address: skinnerfarm2000@yahoo.com

Seller's Name:

Seller's Signature Date

Address:
Phone No.:
Fax No.:
Email Address:

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

See attached Exhibit B for additional provisions.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents are a part of this Contract:

30.1.1. Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-Closing Occupancy Agreement is a part of this Contract.

30.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

SIGNATURES

City of Grand Junction

By: Buyer's Name: Andrea Phillips
Interim City Manager

Andrea Phillips 5/31/2024
Buyer's Signature Date
Interim City Manager

Address: 250 N. 5th Street
Grand Junction CO 81501
Phone No.: 970-244-1508
Fax No.:
Email Address:

Buyer's Name:

Buyer's Signature Date

Address:
Phone No.:
Fax No.:
Email Address:

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: DAVID LEE SKINNER

DLS 06/06/2024
Seller's Signature Date

Address: 5131 Vista del Lue
ALB NM 87120
Phone No.: 505-228-5674
Fax No.:
Email Address: David Lee Skinner @ gmail.com

Seller's Name:

Seller's Signature Date

Address:
Phone No.:
Fax No.:
Email Address:

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

_____
Broker's Signature Date

Address: _____
_____
_____

Phone No.: _____
Fax No.: _____
Email Address: _____

B. Broker Working with Seller

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

_____
Broker's Signature Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

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Packet Page 272

EXHIBIT A

LEGAL DESCRIPTION (As Surveyed:)

A Parcel of land described in Reception Number 2572601 located in Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

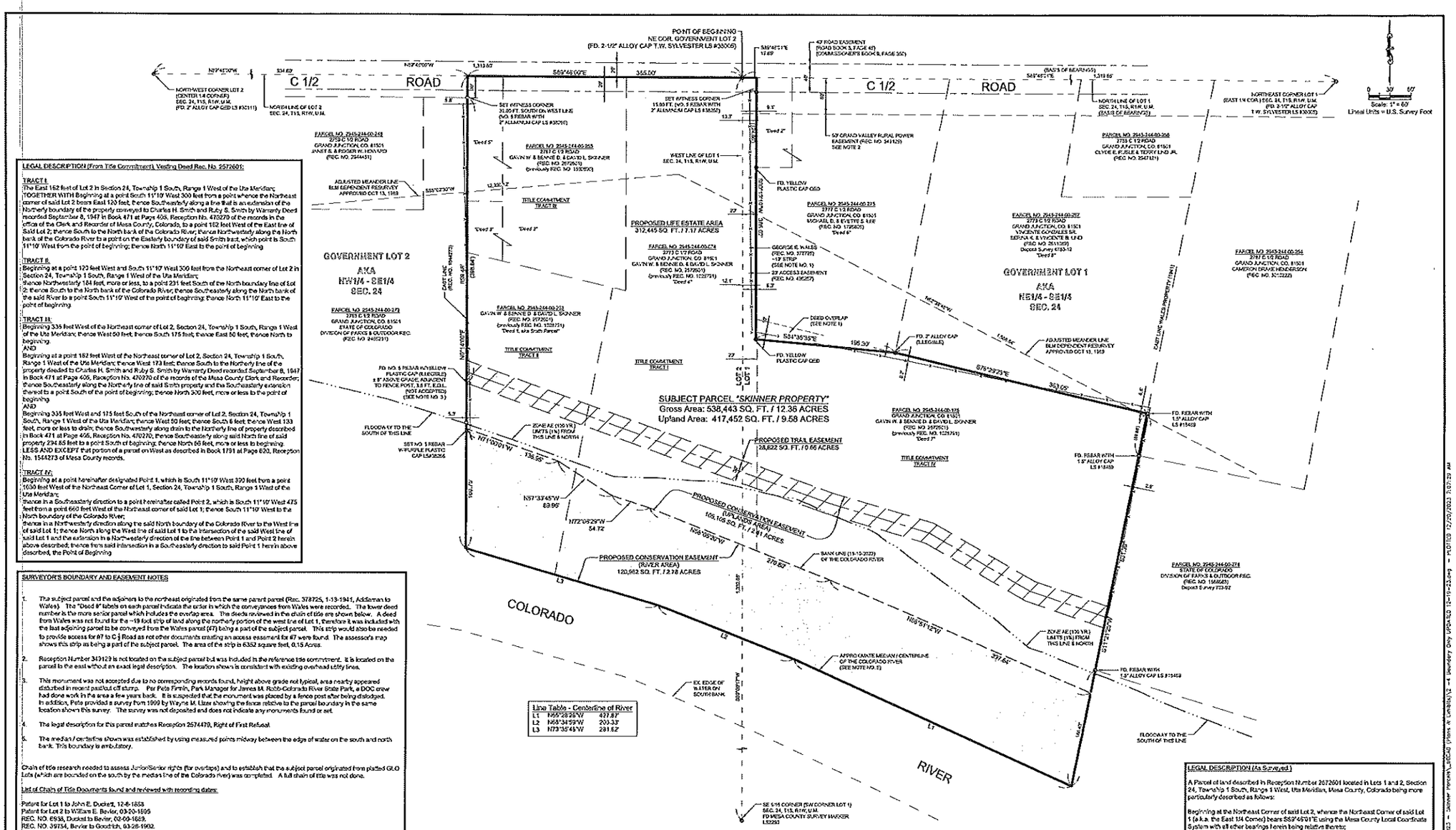
Beginning at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner) bears S89°46'01"E using the Mesa County Local Coordinate System with all other bearings herein being relative thereto;
thence S89°46'01"E along the north line of said Lot 1, a distance of 19.65 feet to the Northwest corner of a parcel of land described in Reception Number 1795805;
thence along the boundary of said Reception Number 1795805 for the following two (2) courses:
1) S00°13'19"W, a distance of 365.02 feet;
2) S84°35'35"E, a distance of 195.30 feet;
thence S76°29'23"E, a distance of 363.05 feet; thence S11°21'25"W, a distance of 531.39 feet to the centerline of the Colorado River; thence Northwesterly along said centerline to a point N89°46'00"W, a distance of 385.00 feet and S00°14'00"W, a distance of 659.48 feet from said Northeast Corner of Lot 2; thence N00°14'00"E, a distance of 659.48 to a point on the North line of said Lot 2; thence S89°46'00"E along said north line of Lot 2, a distance of 385.00 feet to the Point of Beginning.

Containing 12.36 Acres gross area more or less, 9.58 Acres upland area more or less as described.

(Depicted on 2nd page with proposed conservation and trail easement.)

Authored by:

Renee B. Parent
CO LS38266
City Surveyor
City of Grand Junction
244 N. 7th Street
Grand Junction, CO 81501
970-256-4003



LEGAL DESCRIPTION (From Title Commitment) Vesting Deed Rec. No. 2572601:

TRACT I:
The East 182 feet of Lot 2 in Section 24, Township 1 South, Range 1 West of the Ute Meridian;
TOGETHER WITH Beginning at a point South 11°10' West 300 feet from a point whence the Northeast corner of said Lot 2 bears East 120 feet, thence Southeasterly along a line that is an extension of the Northerly boundary of the property conveyed to Charles H. Smith and Ruby S. Smith by Warranty Deed recorded September 8, 1947 in Book 471 at Page 405, Reception No. 470270 of the records in the office of the Clerk and Recorder of Mesa County, Colorado, to a point 182 feet West of the East line of Said Lot 2; thence South to the North bank of the Colorado River; thence Northwesterly along the North bank of the Colorado River to a point on the Easterly boundary of said Smith tract, which point is South 11°10' West from the point of beginning; thence North 11°10' East to the point of beginning.

TRACT II:
Beginning at a point 120 feet West and South 11°10' West 300 feet from the Northeast corner of Lot 2 in Section 24, Township 1 South, Range 1 West of the Ute Meridian;
thence Northwesterly 184 feet, more or less, to a point 231 feet South of the North boundary line of Lot 2; thence South to the North bank of the Colorado River; thence Southeasterly along the North bank of the said River to a point South 11°10' West of the point of beginning; thence North 11°10' East to the point of beginning.

TRACT III:
Beginning 335 feet West of the Northeast corner of Lot 2, Section 24, Township 1 South, Range 1 West of the Ute Meridian; thence West 50 feet; thence South 175 feet; thence East 50 feet, thence North to beginning.
AND
Beginning at a point 182 feet West of the Northeast corner of Lot 2, Section 24, Township 1 South, Range 1 West of the Ute Meridian; thence West 173 feet; thence South to the Northerly line of the property deeded to Charles H. Smith and Ruby S. Smith by Warranty Deed recorded September 8, 1947 in Book 471 at Page 405, Reception No. 470270 of the records of the Mesa County Clerk and Recorder; thence Southeasterly along the Northerly line of said Smith property and the Southeasterly extension thereof to a point South of the point of beginning; thence North 300 feet, more or less to the point of beginning.
AND
Beginning 335 feet West and 175 feet South of the Northeast corner of Lot 2, Section 24, Township 1 South, Range 1 West of the Ute Meridian; thence West 50 feet; thence South 6 feet; thence West 133 feet, more or less to drain; thence Southeasterly along drain to the Northerly line of property described in Book 471 at Page 405, Reception No. 470270; thence Southeasterly along said North line of said property 294.85 feet to a point South of beginning; thence North 65 feet, more or less to beginning.
LESS AND EXCEPT that portion of a parcel on West as described in Book 1791 at Page 620, Reception No. 1544273 of Mesa County records.

TRACT IV:
Beginning at a point hereinafter designated Point 1, which is South 11°10' West 300 feet from a point 1630 feet West of the Northeast Corner of Lot 1, Section 24, Township 1 South, Range 1 West of the Ute Meridian;
thence in a Southeasterly direction to a point hereinafter called Point 2, which is South 11°10' West 475 feet from a point 660 feet West of the Northeast corner of said Lot 1; thence South 11°10' West to the North boundary of the Colorado River;
thence in a Northwesterly direction along the said North boundary of the Colorado River to the West line of said Lot 1; thence North along the West line of said Lot 1 to the intersection of the said West line of said Lot 1 and the extension in a Northeasterly direction of the line between Point 1 and Point 2 herein above described; thence from said intersection in a Southeasterly direction to said Point 1 herein above described, the Point of Beginning.

SURVEYOR'S BOUNDARY AND EASEMENT NOTES

1. The subject parcel and the adjoiners to the northeast originated from the same parent parcel (Rec. 378725, 1-13-1941, Addeman to Wales). The "Deed #" labels on each parcel indicate the order in which the conveyances from Wales were recorded. The lower deed number is the more senior parcel which includes the overlap area. The deeds reviewed in the chain of title are shown below. A deed from Wales was not found for the ~19 foot strip of land along the northerly portion of the west line of Lot 1, therefore it was included with the last adjoining parcel to be conveyed from the Wales parcel (47) being a part of the subject parcel. This strip would also be needed to provide access for 67 to C ½ Road as not other documents creating an access easement for 47 were found. The assessor's map shows this strip as being a part of the subject parcel. The area of the strip is 6302 square feet, 0.15 Acres.
2. Reception Number 343129 is not located on the subject parcel but was included in the reference title commitment. It is located on the parcel to the east without an exact legal description. The location shown is consistent with existing overhead utility lines.
3. This monument was not accepted due to no corresponding records found, height above grade not typical, area nearby appeared disturbed in recent past/cut off stump. Per Pete Firmin, Park Manager for James M. Robb-Colorado River State Park, a DOC crew had done work in the area a few years back. It is suspected that the monument was placed by a fence post after being dislodged. In addition, Pete provided a survey from 1999 by Wayne M. Litze showing the fence relative to the parcel boundary in the same location shown this survey. The survey was not deposited and does not indicate any monuments found or set.
4. The legal description for this parcel matches Reception 2574479, Right of First Refusal.
5. The median / centerline shown was established by using measured points midway between the edge of water on the south and north bank. This boundary is ambulatory.

Chain of title research needed to assess Junior/Senior rights (for overlaps) and to establish that the subject parcel originated from platted GLO Lots (which are bounded on the south by the median line of the Colorado River) was completed. A full chain of title was not done.

List of Chain of Title Documents found and reviewed with recording dates:

Patent for Lot 1 to John E. Duckett, 12-8-1858
Patent for Lot 2 to William E. Bevier, 03-20-1895
REC. NO. 6938, Duckett to Bevier, 02-06-1899.
REC. NO. 39704, Bevier to Goodrich, 03-26-1902.
REC. NO. 72669, Goodrich to Addemann, 02-04-1908.
REC. NO. 378725, Addeman to George E. Wales (Wales), 01-13-1941, Includes subject parcel, area to northeast as shown and Lot 2 east of Drain.
REC. NO. 470270, Wales to Smith, 09-08-1947 "Deed 1"
REC. NO. 491593, Wales to Warzeniak, 11-10-1948 "Deed 2"
REC. NO. 492069, Wales to Mead, 11-22-1948 "Deed 3"
REC. NO. 492257, Wales to Allen, 11-18-1949 "Deed 4"
Includes an easement for road right of way over and across the west 20 feet of Lot 1, Section 24.
REC. NO. 510371, Wales to Wesley N. Wales, 11-30-1949 "Deed 5".
REC. NO. 675243, Wales to Warzeniak, 08-11-1956 "Deed 6"
REC. NO. 744184, Agreement to purchase Wales to DeN, 05-19-1959, "Deeds 6 & 7", signed in 1952 but not recorded until 1959.
REC. NO. 803522, Wales to DeN, 11-13-1961 "Deed 7", signed in 1952, but not recorded until 1961.
REC. NO. 803523, Wales to DeN, 11-13-1961, "Deed 8", signed in 1952 but not recorded until 1961.

LEGAL DESCRIPTION (As Surveyed)

A Parcel of land described in Reception Number 2572601 located in Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Beginning at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner) bears S89°46'01"E using the Mesa County Local Coordinate System with all other bearings herein being relative thereto;
thence S89°46'01"E along the north line of said Lot 1, a distance of 19.65 feet to the Northwest corner of a parcel of land described in Reception Number 1795805;
thence along the boundary of said Reception Number 1795805 for the following two (2) courses:
1) S00°13'19"W, a distance of 355.02 feet;
2) S84°35'35"E, a distance of 195.30 feet;
thence S76°29'25"E, a distance of 363.05 feet; thence S11°21'25"W, a distance of 631.39 feet to the centerline of the Colorado River; thence Northwesterly along said centerline to a point N59°46'00"W, a distance of 355.00 feet and S00°14'00"W, a distance of 669.48 feet from said Northeast Corner of Lot 2; thence N00°14'00"E, a distance of 669.48 to a point on the North line of said Lot 2, thence S89°46'00"E along said north line of Lot 2, a distance of 335.00 feet to the Point of Beginning.

Containing 12.36 Acres gross area more or less, 9.58 Acres upland area more or less as described.

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

PROJECT NO.			
SURVEY BY	CVW	DATE	10/2023
FIELD CKD. BY	RBP	DATE	11/2023
DRAWN BY	NCW	DATE	12/18/2023
CHECKED BY	RBP	DATE	12/18/2023

SCALES: 30' 0 30' 60' HORIZONTAL: 1" = 60'

CITY OF Grand Junction COLORADO

ENGINEERING & TRANSPORTATION DEPARTMENT
244 North 7th Street – Grand Junction, Co 81501

LAND SURVEY PLAT WITH PROPOSED EASEMENTS
Improvement & Topographic Surveys
Rec. No. 2572601 Lots 1 & 2, Sec. 24, T1S, R1W, U.M.

3 of 5

SHEET 2 OF 2

© Grand Junction Survey Projects\Easements – August 2023 – Skinner Parcels\LandDesc\Plats w Centerline\2 – 4 Boundary Only UPDATED 12-19-23.dwg – PLOTTED 12/20/2023 7:07:29 AM

EXHIBIT B

29. Additional Provisions:

Sellers shall deliver to Buyer true copies of all lease(s), survey(s), and other similar documentary information in Buyers' possession pertaining to the Property, and shall disclose in writing all easements, liens, or other title matters not shown by the public record that Sellers have actual knowledge about. Sellers shall discharge and/or cure any liens, charges, defects, encumbrances, claims, or causes of actions that attach to the Property but not of record on or before Closing.

Sellers shall maintain the Property in its present condition until Closing. Specifically, but not by way of limitation, Seller shall not cut, slash, remove, destroy or waste of any trees or plant; dike, dredge, fill or other disturbances of the soils or any alteration of the surface or of any vegetation thereon (with the exception of historic livestock grazing and harvesting of seasonal crops, which shall be in accordance with acceptable range management and farming standards).

Seller shall provide the following representations and warranties which are also enforceable by the State of Colorado as a third-party beneficiary:

Sellers are in compliance with the laws, orders, and regulations of each governmental department, commission, board or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

Sellers are the sole and record owners in fee simple of the Property as of the Effective Date of this Contract and at Closing Buyer shall receive good and marketable title to the Property, subject to those matters of record revealed in the Title Commitment and those matters disclosed to Buyer.

Sellers are not a party to, subject to, or bound by any agreement, contract, or lease of any kind relating to the Property that would conflict with Sellers' performance under this Contract other than those matters of record revealed in the Title Commitment and found acceptable to the Buyer.

There are not any actions, suits, proceedings, or investigations pending or, to Sellers' knowledge, threatened, against or affecting the Property, or arising out of Sellers' actions or inactions related to the Property.

Upon closing, Buyer shall transfer a Life Estate valued at $190,000.00 for a portion of the Property, approximately 7.17 acres to Bennie Dick Skinner to hold during her life with the deed marked Exhibit C attached hereto and incorporated herein with the attached exhibits thereto.

Retaining and reserving 32' of right-of-way along the north edge which includes C ½ Road for construction, operation, and maintenance of road and utility purposes. The Life Estate deed shall be

recorded after a Conservation and Trail Easement which shall be granted first to the State of Colorado. The Conservation and Trail Easement is not included within the life estate property (LEP).

The sale is contingent on the Buyer, the State of Colorado through the Colorado Parks & Wildlife (CPW), and Mesa County each funding $555,000.00 for the purchase from Sellers. The sale is contingent on the Buyer and CPW entering into a funding agreement and the Buyer and Mesa County entering into a funding agreement for each of their participations in the purchase.

The Contract is further subject to Buyer's City Council approving an ordinance for a supplemental appropriation for the 2024 budget for the Buyer's portion of the purchase price to be included within the City's 2024 budget.

This entire Contract and the obligation of the Buyer, to proceed under its terms and conditions is expressly contingent 1) the Grand Junction City Council approving an ordinance for a supplemental appropriation for the 2024 budget and lawful appropriation of all necessary funding for the purchase of the Property on or before the Closing date, and; 2) approval by resolution of the City Council of the City of Grand Junction of this Contract and the satisfaction of all contingency(ies) and other preconditions contemplated by it. If such consent by resolution is not obtained on or before the Closing date, then this Contract shall be void and of no effect.

EXHIBIT C

DEED GRANTING LIFE ESTATE

This Life Estate Deed made this _____ day of _____ 2024 by and between the **City of Grand Junction, a Colorado home rule municipality, (Grantor)** whose mailing address is 250 N. 5th Street, Grand Junction, CO 81501, who is the owner of land the subject of this deed, for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **Bennie Dick Skinner, (Grantee)** to hold during her life and no longer, the real property located in Mesa County, Colorado described, to wit:

Described in **Exhibit A** and depicted on **Exhibit B,** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, to have and to hold the property hereby conveyed unto the Grantee for and during her life subject to current taxes, all easements, rights-of-way, encumbrances, liens, covenants, conditions, and restrictions together with all improvements thereon, with Grantor retaining and reserving a 32' right-of-way along the north edge of the property which includes C ½ Road for construction, operation and maintenance for road and utility purposes, the easements, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee. Grantee shall be responsible for maintenance, repairs, all taxes, assessments, and insurance with the Grantor and its officers and employees named as additional insureds.

Executed and delivered this _____ day of _____, 2024.

GRANTOR:

City of Grand Junction, a home rule municipality

ATTEST:

_____
Andrea Phillips, Interim City Manager

_____
_____, City Clerk

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024 by Andrea Phillips, Interim City Manager and Amy Phillips, City Clerk for the City of Grand Junction.

Witness my hand and official seal.

_____
Notary Public

EXHIBIT C
LIFE ESTATE PARCEL - SKINNER

A parcel of land being a portion of land as described in Reception Number 2572601 located in Government Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Beginning at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner of said Section 24) bears S89°46'01"E, using the Mesa County Local Coordinate System with all other bearings herein being relative thereto;
thence S89°46'01"E, a distance of 19.65 feet along said North line of Lot 1; thence S00°13'19"W, a distance of 365.02 feet; thence S84°35'35"E, a distance of 195.30 feet; thence S76°29'23"E, a distance of 363.05 feet to a point on the Westerly line of land as described in Reception Number 1588683 and as shown on Deposit Survey 703-92; thence S11°21'25"W, a distance of 275.28 feet along said Westerly line to a point on the Northerly line of a Conservation Easement; thence the following courses along said Northerly line:
1) N71°08'53"W, a distance of 108.29 feet;
2) N60°10'08"W, a distance of 163.97 feet;
3) N73°30'31"W, a distance of 146.73 feet;
4) N70°11'35"W, a distance of 544.89 feet to a point on the East line of land as described in Reception Number 2465231; thence N00°14'00"E, a distance of 396.93 feet along said East line to a point on the North line of Government Lot 2; thence S89°46'01"E, a distance of 385.00 feet along said North line to the Point of Beginning.

Said Parcel of land containing 7.17 Acres more or less.

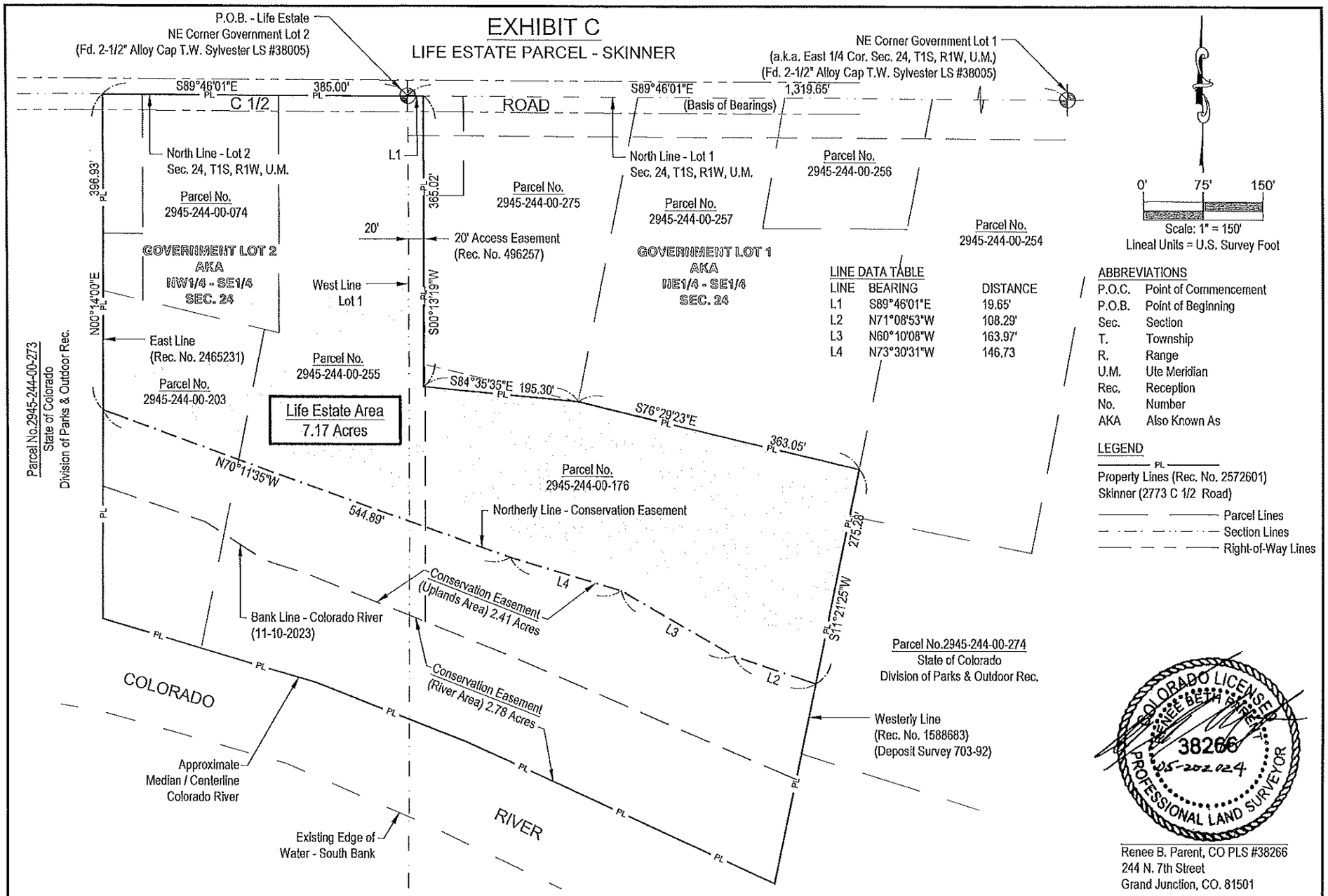
Authored by: Renee B. Parent, CO LS38266,
City Surveyor, City of Grand Junction
244 North 7th Street
Grand Junction, Colorado, 81501
(970) 256-4003

Drawn By: NCW Date: 05/20/24 Reviewed By: RBP Approved By: TP	A portion of Government Lots 1 & 2 Section 24, T.1S., R.1W., Ute Meridian, Mesa County, State of Colorado	CITY OF Grand Junction COLORADO Engineering & Transportation Department 244 North 7th Street - Grand Junction, Co. 81501

SHEET 3 OF 3

EXHIBIT C

LIFE ESTATE PARCEL - SKINNER



LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S89°46'01"E	19.65'
L2	N71°08'53"W	108.29'
L3	N60°10'08"W	163.97'
L4	N73°30'31"W	146.73

ABBREVIATIONS

P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
Sec.	Section
T.	Township
R.	Range
U.M.	Ute Meridian
Rec.	Reception
No.	Number
AKA	Also Known As

LEGEND

PL
Property Lines (Rec. No. 2572601)
Skinner (2773 C 1/2 Road)
Parcel Lines
Section Lines
Right-of-Way Lines

COLORADO LICENSED
RENEE BETH PARENT
38266
05-20-2024
PROFESSIONAL LAND SURVEYOR

Renee B. Parent, CO PLS #38266
244 N. 7th Street
Grand Junction, CO. 81501

CITY OF Grand Junction COLORADO
Engineering & Transportation Department
244 North 7th Street - Grand Junction, Co. 81501

A portion of Government Lots 1 & 2
Section 24, T.1S., R.1W., Ute Meridian,
Mesa County, State of Colorado

Drawn By: NCW
Date: 05/20/24
Reviewed By: RBP
Approved By: TP

STATE OF COLORADO
acting by and through the
Department of Natural Resources,
for the use and benefit of the Division of Parks and Wildlife
and the Parks and Wildlife Commission

FUNDING AGREEMENT

With
City of Grand Junction

To Purchase a Fee Title
From
Bennie Dick Skinner and David Lee Skinner

1. PARTIES

This funding agreement ("Agreement") is entered into by City of Grand Junction, a Colorado home-rule municipality ("City"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and the State of Colorado acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission (the "State" or "CPW") located at 6060 Broadway, Denver, Colorado 80216. The Parties agree to the provisions set forth in this Agreement.

2. EFFECTIVE DATE

This Agreement is not effective or enforceable until the Effective Date as defined in **§4.F**. The State is not liable to pay or reimburse City for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date or after termination.

3. RECITALS

A. State's Authority, Appropriation, and Approval

Authority to enter into this Agreement exists pursuant to CRS §33-1-101, §33-1-104, §33-1-105, §33-10-101, §33-10-106, §33-10-107, §33-9-101, §33-9-109 et seq., and §38-30.5-102, sufficient funds have been budgeted and appropriated; and all prior reviews and approvals have been obtained, except as provided in **§9**.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Property Description), **Exhibit B** (Conservation and Trail Easement), and **Exhibit C** (Life Estate).

D. City Intent

City intends to obtain from Gavin W. Skinner (Deceased), Bennie Dick Skinner and David Lee Skinner (collectively "Owners") (see **§4.H**) a general warranty deed for the Property (see **§4.J**). City further intends to convey a Conservation and Trail Easement encumbering the Property to the State (see **§9(E)).**

E. Purpose

This Agreement supports the legislative policies, purposes, and uses enumerated in CRS §33-1-101, §33-1-104, §33-1-105, §33-9-101, §33-9-109 et seq., §33-10-101, §33-10-106, §33-10-107, and §38-30.5-102, as the Property possesses some or all of the values, opportunities, and characteristics listed therein which are important to the Parties, the residents of the surrounding area, and the people of the State of Colorado. City has entered or will enter into a contract with Owners for the purchase of fee title of the Property. At City's request the State has agreed to provide funding to assist City with the purchase.

F. References

All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Agreement

"Agreement" means this funding agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this agreement and any future modifying agreements, exhibits, attachments, or references incorporated herein pursuant to Colorado State law, State Fiscal Rules and State Controller Policies.

B. Closing and Closing Date

"Closing" means the completion or waiver of all conditions precedent contained in the Contract (see **§4.C)** and the contemporaneous execution of all related documents and "Closing Date" is the date on which the Closing occurs.

C. Contract

"Contract" means that document entered into between the City and Owners for the purchase of the fee title.

D. CRS

"CRS" means the Colorado Revised Statutes as amended.

E. Conservation and Trail Easement

"Conservation and Trail Easement" is the conservation and trail easement substantially in the form of the document attached as **Exhibit B**.

F. Effective Date
"Effective Date" is the date this Agreement is approved and signed by the State Controller.

G. GOCO
"GOCO" is the Great Outdoors Colorado Trust Fund.

H. Owners
"Owners" means the owners of the Property from whom City is purchasing the fee title.

I. Party or Parties
"Party" means either the State or City, and "Parties" means both the State and City.

J. Property
"Property" is the real property located in Mesa County described in **Exhibit A**.

K. Purchase Price
"Purchase Price" is the amount of money City will pay Owners to purchase the fee title.

L. Title Commitment and Title Policy
"Title Commitment" and "Title Policy" mean the current standard ALTA form(s) commonly used by a title company authorized to do business in the State of Colorado insuring City's interest in the Property in an amount not less than the Purchase Price.

5. TERM AND EARLY TERMINATION

A. Term
The Parties' respective duties and obligations under this Agreement shall commence on the Effective Date and shall terminate on the sooner to occur of the Closing Date or December 31, 2024; provided however, that certain duties and obligations may continue thereafter as specified herein.

B. Early Termination in the Public Interest
The State is entering into this Agreement for the purpose of carrying out the public policy of the State of Colorado as determined by its Governor, General Assembly, and/or Courts. If this Agreement ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Agreement in whole or in part. The State shall notify City of such termination in accordance with **§14**, specifying the effective date of the termination and whether it affects all or a portion of this Agreement.

6. PURCHASE AND SALE OF PROPERTY

Subject to the provisions of this Agreement, the State shall provide City with funding in the amount set forth in **§7.A** to purchase the Property in fee title. The State's performance under this Agreement is conditioned on City concurrently purchasing the fee title pursuant to the closing instructions provided by the State. City shall maintain a complete file of all records, communications, and other written materials, which pertain to the performance of the Agreement, including the acquisition of fee title, and shall maintain such records for a period of three years after the Closing Date. The State may audit such records at reasonable times and upon reasonable notice.

7. PAYMENT TO CITY

A. Maximum Amount Payable and Allocation
The maximum amount payable by the State to or on behalf of City is $580,000.00 as determined by the State from available funds. Funds are allocated as follows:

- $555,000.00 towards the Purchase Price

- Up to $20,000.00 for due diligence reimbursement as described in **§7.C** and,
- Up to $5,000.00 for closing costs and title insurance as described in **§7.C**.

B. Available Funds, Contingency & Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year and making payment to City beyond the State's current fiscal year is contingent upon the continuing availability of State appropriations as provided in **§17.B**. If GOCO are used to fund this Agreement in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Agreement during any State fiscal year shall be made only from available funds encumbered for this Agreement for such State fiscal year and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or GOCO are not fully appropriated or otherwise become unavailable, the State may terminate this Agreement without further liability, after providing notice to City in accordance with **§14**.

C. Direct Costs Reimbursement

Subject to the provisions of **§9**, the State shall reimburse City for one-third of its direct acquisition costs, including but not limited to: closing costs, title insurance, appraisal, phase I environmental site assessment, and minerals assessment. The maximum amount of costs for which the State will reimburse City is set forth in **§7.A** ($25,000). The State shall reimburse City at Closing provided that City submits invoices to the State no later than 20 days prior to Closing and provides satisfactory evidence that such costs were incurred in relation to this Agreement and were paid by City; otherwise, the State shall reimburse City after Closing provided that City submits invoices to the State within 180 days after Closing.

D. Erroneous Payments

At the State's sole discretion, payments made by the State to City in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by City, may be recovered from City by deduction from subsequent payments under transactions between the State and City or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

8. LITIGATION NOTICE

A. Litigation Notice

Within five days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Agreement or which may affect City's ability to perform its obligations hereunder, City shall notify the State of such action and deliver copies of such pleadings to the State pursuant to **§14**.

B. Noncompliance

City's failure to provide copies of pleadings and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or exercise of any remedies provided under this Agreement, including termination.

9. PERFORMANCE CONTINGENCIES FOR THE STATE

The State's performance hereunder is contingent upon successful completion or express waiver, done in accordance with **§16.P**, of each of the following conditions in this **§9**. If one or more of these contingencies are not satisfied by Closing, and the Parties have not agreed in

writing to allow additional time for satisfaction, then this Agreement shall automatically terminate and City and the State shall be released from all further obligations and liabilities under this Agreement.

A. Approvals

Final approvals of this transaction by the following entities and persons:

i. The Colorado State Controller;

ii. The Division of Parks and Wildlife. The execution of this Agreement by the Division of Parks and Wildlife does not satisfy this required approval;

iii. The Parks and Wildlife Commission, which may require more than one vote so as to consider recommendations by the Capital Development Committee of the Colorado General Assembly.

B. Appraisal and Other Due Diligence

i. Appraisal

The State ordered an appraisal completed in accordance with CRS §24-30-202(5)(b) that supports the Purchase Price and is satisfactory to and accepted by the Colorado State Controller. The appraisal shall be acceptable to any review appraiser if a review appraisal is requested by the State. Copies of all appraisals ordered by City shall be provided to the State.

ii. Contract

City shall provide the State with an executed copy of the Contract.

iii. Legal Description, Maps, and Survey

City shall cause to be prepared, without cost or expense to the State, a legal description of the Property and, if requested by State, site and area maps that are acceptable to and approved by the State. After the State's review of the legal description and the Title Commitment, the State may require a survey to resolve any discrepancies or concerns.

iv. Reports

City shall, at no cost and expense to the State, cause qualified professionals to prepare a geologist's remoteness report, and a phase I environmental assessment, and should the State deem them necessary, any additional environmental assessments on all or part of the Property if reasonably necessary to protect the interests of the State. Such reports shall be acceptable to and approved by the State.

C. Title Inspection and Review

The State's satisfaction with the title to the Property after the opportunity for physical inspection of the Property and after reviewing the documents and evidence of title thereto provided for in this **§9.C**. If any of the State's objections made pursuant to this provision are not rectified, then the State may terminate this Agreement by written notice and both City and the State shall be released from any further obligations.

i. Standard Title Exceptions

City shall require Owners to cause the Title Policy to delete or insure over all standard exceptions regarding mechanics' liens, parties in possession, unrecorded easements, unpaid taxes, assessments, and unredeemed tax sales prior to the year of Closing, and survey matters.

ii. Title Review - Matters of Public Record

City, without cost or expense to the State, shall promptly cause a copy of the Title Commitment together with the following documents to be delivered to the State: **(a)** copies of all plats, declarations, covenants, conditions, and restrictions burdening the Property, and **(b)** copies of other documents (or, if illegible, summaries of such documents) listed in the Additional Exceptions of Schedule B-II of the Title Commitment. As soon as practicable after Closing, City shall provide a copy of the Title Policy insuring City's interest in the Property to the State.

iii. Title Review - Matters Not Shown by the Public Records

City shall require Owners to deliver to City and the State true copies of all lease(s), survey(s), and other similar documentary information in Owners' possession pertaining to the Property, and shall require Owners to disclose in writing to City and the State all easements, liens, or other title matters not shown by the public record of which Owners have actual knowledge. The State and City shall have the right to inspect the Property to determine if any third party has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy).

iv. Unrecorded Burdens – City's Liability

City shall, at no cost to the State, cause Owners to discharge and/or cure any liens, charges, defects, encumbrances, claims, or causes of action (hereinafter called "burdens") existing on or before Closing and incurred by City or Owners that attach to the Property which are not of record at the time of Closing and which were not disclosed pursuant to **§9.C.iii**. Grantee shall reimburse the State in an amount equal to CPW's proportionate contribution to Purchase Price of any diminution in value of the City's interest in the Property if any such burdens cannot be discharged or cured. The State may bring an action to enforce this **§9.C.iv** if City fails or refuses to do so within a reasonable time, and City shall reimburse the State for its costs and reasonable attorney's fees incurred with regard to such action.

D. Conservation and Trail Easement

At Closing City shall convey to the State, a Conservation and Trail Easement substantially in the form of **Exhibit B** for no additional consideration from the State. The Conservation and Trail Easement shall be recorded immediately following recording of City's general warranty deed.

E. Contribution from Mesa County

Contribution from Mesa County towards the Purchase Price in an amount not less than $555,000.00.

F. Life Estate

At Closing, City shall execute a Life Estate substantially in the form of **Exhibit C**. The Life Estate shall be recorded after the Conservation and Trail Easement.

G. Baseline Inventory Report

At Closing, City and the State shall execute a Baseline Inventory Report documenting the present conditions and conservation values of the Conservation and Trail Easement. This document will not be recorded.

H. Management Plan

At Closing, City and the State shall execute a Management Plan for the portion of the Property encumbered by the Conservation and Trail Easement, which shall describe the objectives and actions for management of the Property for the next five years after Closing. This document will not be recorded.

10. STATUS PENDING CLOSING

A. Maintenance of the Property

City shall require Owners to maintain the Property in its present condition until Closing. Specifically, but not by way of limitation, City shall prohibit the following activities on the Property: cutting, slashing, removing, destroying or wasting of any trees or plants; diking, dredging, filling or other disturbances; or disturbance of the soils or any alteration of the surface or of any vegetation thereon (with the exception of historic livestock grazing and harvesting of seasonal crops, which shall be in accordance with acceptable range management and farming standards). In the event of any such loss or damage prior to Closing, the State may, without liability, terminate this Agreement.

B. Risk of Loss

The State may elect to terminate this Agreement without liability in the event of loss or damage to the Property before closing, including, but not limited to, losses from acts of nature, such as fire, flood, and landslide.

11. CLOSING

A. Date, Time and Location

The date and time of Closing shall be at the mutual agreement of CPW, City and Owners, but not later than 5:00 p.m. on December 31, 2024 at the offices of the title company.

B. Documents and Funds Delivered

Owners shall deliver to City a properly executed general warranty deed. That portion of the Purchase Price supplied by the State may be in the form of a State warrant or electronic funds transfer, which shall be at the State's discretion. The State's payment shall be made under instructions that payment shall be returned to the State if for any reason acquisition of the Property does not occur.

12. REPRESENTATIONS AND WARRANTIES

A. Owners to City

As a condition of entering into this Agreement the State requires City to obtain from Owners the following representations and warranties in the Contract which shall be enforceable by the State as a third-party beneficiary of the Contract:

i. Compliance with Law

Owners are in compliance with the laws, orders, and regulations of each governmental department, commission, board or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

ii. Ownership of the Property

Owners are the sole and record owner in fee simple of the Property as of the Effective Date of this Agreement and at Closing City shall receive good and marketable title to the Property, subject to those matters of record revealed in the Title Commitment and those matters disclosed to City and the State.

iii. Other Agreements

Owners are not a party to, subject to, or bound by any agreement, contract, or lease of any kind relating to the Property that would conflict with Owners' performance under the Contract other than those matters of record revealed in the Title Commitment and found acceptable to the State.

iv. Pending Actions

There are not any actions, suits, proceedings, or investigations pending or, to Owners' knowledge, threatened, against or affecting the Property, or arising out of Owners' actions or inactions related to the Property.

B. City to the State

City makes the following representations and warranties to the State, each of which the State relied upon in entering into this Agreement:

i. Legal Authority–City Signatory

City warrants that it possesses the legal authority to enter into this Agreement, and, if City is not a natural person, that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, to lawfully authorize its undersigned signatory to execute this Agreement, and to bind City to its terms. If the State requests, City shall provide the State with proof of City's authority to enter into this Agreement within 15 days of receiving such request.

13. DEFAULT – TIME IS OF THE ESSENCE – REMEDIES

Time is of the essence hereof. If either Party is in default under this Agreement, the other Party shall have available to it all remedies at law and in equity.

14. NOTICES AND REPRESENTATIVES

Notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to the representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

State
Colorado Parks and Wildlife
Real Estate Section
6060 Broadway
Denver, Colorado 80216
Michael.downey-hodson@state.co.us

City
City of Grand Junction
City Manager
250 N. 5th Street
Grand Junction, CO 81501
andrea.phillips@gjcity.org

And copy to

City Attorney
250 N 5th Street
Grand Junction, CO 81501
johns@gjcity.org

15. LIMITATION OF CITY AND STATE LIABILITY

Liability for claims for injuries to persons or property arising from the negligence of the City and/or the State of Colorado, their departments, institutions, agencies, boards, officials, and

employees is controlled and limited by the provisions of CRS §24-10-101 et seq. (the CGIA) and/or CRS §24-30-1501, et seq. (risk management).

16. GENERAL PROVISIONS

A. Assignment

City may not assign its rights under this Agreement absent written consent of the State which may be withheld at the State's sole and absolute discretion.

B. Binding Effect

All provisions herein, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions and Headings

The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

D. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

E. Construction Against the Drafter

In the event of an ambiguity in this Agreement, the rule of construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

F. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-106-107, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

G. Counterparts

This Agreement may be executed in multiple identical original counterparts constituting one Agreement.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and venue shall be in the County in which the Property is located.

J. Modification

i. By the Parties

Except as specifically provided in this Agreement, modifications hereof shall not be effective unless agreed to by the Parties in a written amendment hereto, properly executed and approved in accordance with applicable Colorado State Law, State Fiscal Rules, and Office of the State Controller Policies. Modifications specifically

permitted in this Agreement shall be made in accordance with the State Controller's Policy entitled MODIFICATION OF GRANTS - TOOLS AND FORMS.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State Law, or their implementing regulations. Any such required modification shall be automatically incorporated as part of this Agreement on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by City, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions,

ii. The remaining provisions of this Agreement,

iii. Exhibits

L. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

M. Survival of Certain Agreement Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after Closing or termination hereof, shall survive such Closing or termination and shall be enforceable by the State if City fails to perform or comply as required.

N. Taxes

The City and the State are exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 et seq. and 201 et seq..

O. Third Party Enforcement - None

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental, and do not create any rights for any third parties.

P. Waiver

Waiver of any default under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent default, provision or, requirement, or of any other term, provision, or requirement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. COMPLIANCE WITH LAW.

City shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

E. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and venue shall be in the county in which the Property is located. Venue shall be proper in any county in which the Property is located if it is situate in more than one county.

F. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold City harmless; requires the State to agree to binding arbitration; limits City's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

G. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. City has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of City's services and City shall not employ any person having such known interests.

H. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] *Subject to §24-30-202.4(3.5), C.R.S.,* the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq*., C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to City in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by City by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and City, or by any other appropriate method for collecting debts owed to the State.

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18. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS FUNDING AGREEMENT

Persons signing for City hereby swear and affirm that they are authorized to act on City's behalf and acknowledge that the State is relying on their representations to that effect.

CITY OF GRAND JUNCTION	STATE OF COLORADO
_____ **Signature** **By:**_____ **Printed Name** **Title:**_____ **Title** **Date:**_____ **Date**	Jared S. Polis, Governor acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission Jeff Davis, Director _____ **Signature** **By:**_____ **(Print Name)** **Title:**_____ **(Print Title)** **Date:**_____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. City is not authorized to begin performance until such time. If City begins performing prior thereto, the State of Colorado is not obligated to pay City for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____ **Printed Name**: _____
Signature – State Controller

Title: _____ **Date**: _____

EXHIBIT A

Property Description

LEGAL DESCRIPTION (As Surveyed:)

A Parcel of land described in Reception Number 2572601 located in Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Beginning at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner) bears S89°46'01"E using the Mesa County Local Coordinate System with all other bearings herein being relative thereto;

thence S89°46'01"E along the north line of said Lot 1, a distance of 19.65 feet to the Northwest corner of a parcel of land described in Reception Number 1795805;

thence along the boundary of said Reception Number 1795805 for the following two (2) courses:

1) S00°13'19"W, a distance of 365.02 feet;
2) S84°35'35"E, a distance of 195.30 feet;

thence S76°29'23"E, a distance of 363.05 feet; thence S11°21'25"W, a distance of 531.39 feet to the centerline of the Colorado River;

thence Northwesterly along said centerline to a point N89°46'00"W, a distance of 385.00 feet and S00°14'00"W, a distance of 659.48 feet from said Northeast Corner of Lot 2;

thence N00°14'00"E, a distance of 659.48 to a point on the North line of said Lot 2; thence S89°46'00"E along said north line of Lot 2, a distance of 385.00 feet to the Point of Beginning.

Containing 12.36 Acres gross area more or less, 9.58 Acres upland area more or less as described.

Description prepared by: Renee Beth Parent, State of Colorado – PLS No. 38266 for the City of Grand Junction, 244 N. 7th Street, Grand Junction, CO 81501

EXHIBIT B

Conservation and Trail Easement

Conservation Easement

A parcel of land for the purposes of a conservation easement, being a portion of land as described in Reception Number 2572601 located in Government Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Commencing at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner of said Section 24) bears S89°46'01"E, using the Mesa County Local Coordinate System with all other bearings herein being relative thereto; thence S34°42'58"E, a distance of 898.07 feet to a point on the Westerly line of land as described in Reception Number 1588683 and as shown on Deposit Survey 703-92 and the Point of Beginning;

thence S11°21'25"W, a distance of 256.11 feet along said Westerly line to the centerline of the Colorado River; thence along said centerline the following three (3) courses:
1) N65°28'26"W, a distance of 427.87 feet;
2) N68°34'59"W, a distance of 203.33 feet;
3) N73°35'48"W, a distance of 281.62 feet to a point on the East line of land as described in Reception Number 2465231; thence N00°14'00"E, a distance of 262.56 feet along said East line; thence S70°11'35"E, a distance of 544.89 feet; thence S73°30'31"E, a distance of 146.73 feet; thence S60°10'08"E, a distance of 163.97 feet; thence S71°08'53"E, a distance of 108.29 feet to the Point of Beginning.

Said Parcel of land containing 5.19 Acres more or less.

Trail Easement (Area included within the Conservation Easement. The north border for each is the same.)

A thirty foot (30') wide strip of land for the purposes of a trail easement, being a portion of land as described in Reception Number 2572601 located in Government Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Commencing at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner of said Section 24) bears S89°46'01"E, using the Mesa County Local Coordinate System with all other bearings herein being relative thereto; thence S34°42'58"E, a distance of 898.07 feet to a point on the Westerly line of land as described in Reception Number 1588683 and as shown on Deposit Survey 703-92 and the Point of Beginning;
thence S11°21'25"W, a distance of 30.26 feet along said Westerly line; thence N71°08'53"W, a distance of 115.12 feet; thence N60°10'08"W, a distance of 163.34 feet; thence N73°30'31"W, a distance of 144.09 feet; thence N70°11'35"W, a distance of 535.09 feet to a point on the East line of land as described in Reception Number 2465231; thence N00°14'00"E, a distance of 31.84 feet along said East line; thence S70°11'35"E, a distance of 544.89 feet; thence S73°30'31"E, a

distance of 146.73 feet; thence S60°10'08"E, a distance of 163.97 feet; thence S71°08'53"E, a distance of 108.29 feet to the Point of Beginning.

Said Parcel of land containing 0.66 Acres more or less.

Descriptions prepared by: Renee Beth Parent, State of Colorado – PLS No. 38266 for the City of Grand Junction, 244 N. 7th Street, Grand Junction, CO 81501

EXHIBIT C
DEED GRANTING LIFE ESTATE

This Life Estate Deed made this _____ day of _____ 2024 by and between the **City of Grand Junction, a Colorado home rule municipality**, (Grantor) whose mailing address is 250 N. 5th Street, Grand Junction, CO 81501, who is the owner of land the subject of this deed, for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **Bennie Dick Skinner**, (Grantee) to hold during her life and no longer, the real property located in Mesa County, Colorado described, to wit:

Described in Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, to have and to hold the property hereby conveyed unto the Grantee for and during her life subject to current taxes, all easements, rights-of-way, encumbrances, liens, covenants, conditions, and restrictions together with all improvements thereon, with Grantor retaining and reserving a 32' right-of-way along the north edge of the property which includes C ½ Road for construction, operation and maintenance for road and utility purposes, the easements, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee. Grantee shall be responsible for maintenance, repairs, all taxes, assessments, and insurance with the Grantor and its officers and employees named as additional insureds.

Executed and delivered this _____ day of _____, 2024.

GRANTOR:

City of Grand Junction, a home rule municipality

_____
Andrea Phillips, Interim City Manager

ATTEST:

_____
Selestina Sandoval, City Clerk

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024 by Andrea Phillips, Interim City Manager and Amy Phillips, City Clerk for the City of Grand Junction.

Witness my hand and official seal.

_____
Notary Public

DEED GRANTING LIFE ESTATE

This Life Estate Deed made this _____ day of _____ 2024 by and between the **City of Grand Junction, a Colorado home rule municipality, (Grantor)** whose mailing address is 250 N. 5th Street, Grand Junction, CO 81501, who is the owner of land the subject of this deed, for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **Bennie Dick Skinner, (Grantee)** to hold during her life and no longer, the real property located in Mesa County, Colorado described, to wit:

Described in **Exhibit A** and depicted on **Exhibit B,** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, to have and to hold the property hereby conveyed unto the Grantee for and during her life subject to current taxes, all easements, rights-of-way, encumbrances, liens, covenants, conditions, and restrictions together with all improvements thereon, with Grantor retaining and reserving a 32' right-of-way along the north edge of the property which includes C ½ Road for construction, operation and maintenance for road and utility purposes, the easements, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee. Grantee shall be responsible for maintenance, repairs, all taxes, assessments, and insurance with the Grantor and its officers and employees named as additional insureds.

Executed and delivered this _____ day of _____, 2024.

GRANTOR:

City of Grand Junction, a home rule municipality

_____
Andrea Phillips, Interim City Manager

ATTEST:

_____
_____, City Clerk

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024 by Andrea Phillips, Interim City Manager and Amy Phillips, City Clerk for the City of Grand Junction.

Witness my hand and official seal.

_____
Notary Public

SHEET 1 OF 3

EXHIBIT A
LIFE ESTATE PARCEL - SKINNER

A parcel of land being a portion of land as described in Reception Number 2572601 located in Government Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Beginning at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner of said Section 24) bears S89°46'01"E, using the Mesa County Local Coordinate System with all other bearings herein being relative thereto;
thence S89°46'01"E, a distance of 19.65 feet along said North line of Lot 1; thence S00°13'19"W, a distance of 365.02 feet; thence S84°35'35"E, a distance of 195.30 feet; thence S76°29'23"E, a distance of 363.05 feet to a point on the Westerly line of land as described in Reception Number 1588683 and as shown on Deposit Survey 703-92; thence S11°21'25"W, a distance of 275.28 feet along said Westerly line to a point on the Northerly line of a Conservation Easement; thence the following courses along said Northerly line:
1) N71°08'53"W, a distance of 108.29 feet;
2) N60°10'08"W, a distance of 163.97 feet;
3) N73°30'31"W, a distance of 146.73 feet;
4) N70°11'35"W, a distance of 544.89 feet to a point on the East line of land as described in Reception Number 2465231; thence N00°14'00"E, a distance of 396.93 feet along said East line to a point on the North line of Government Lot 2; thence S89°46'01"E, a distance of 385.00 feet along said North line to the Point of Beginning.

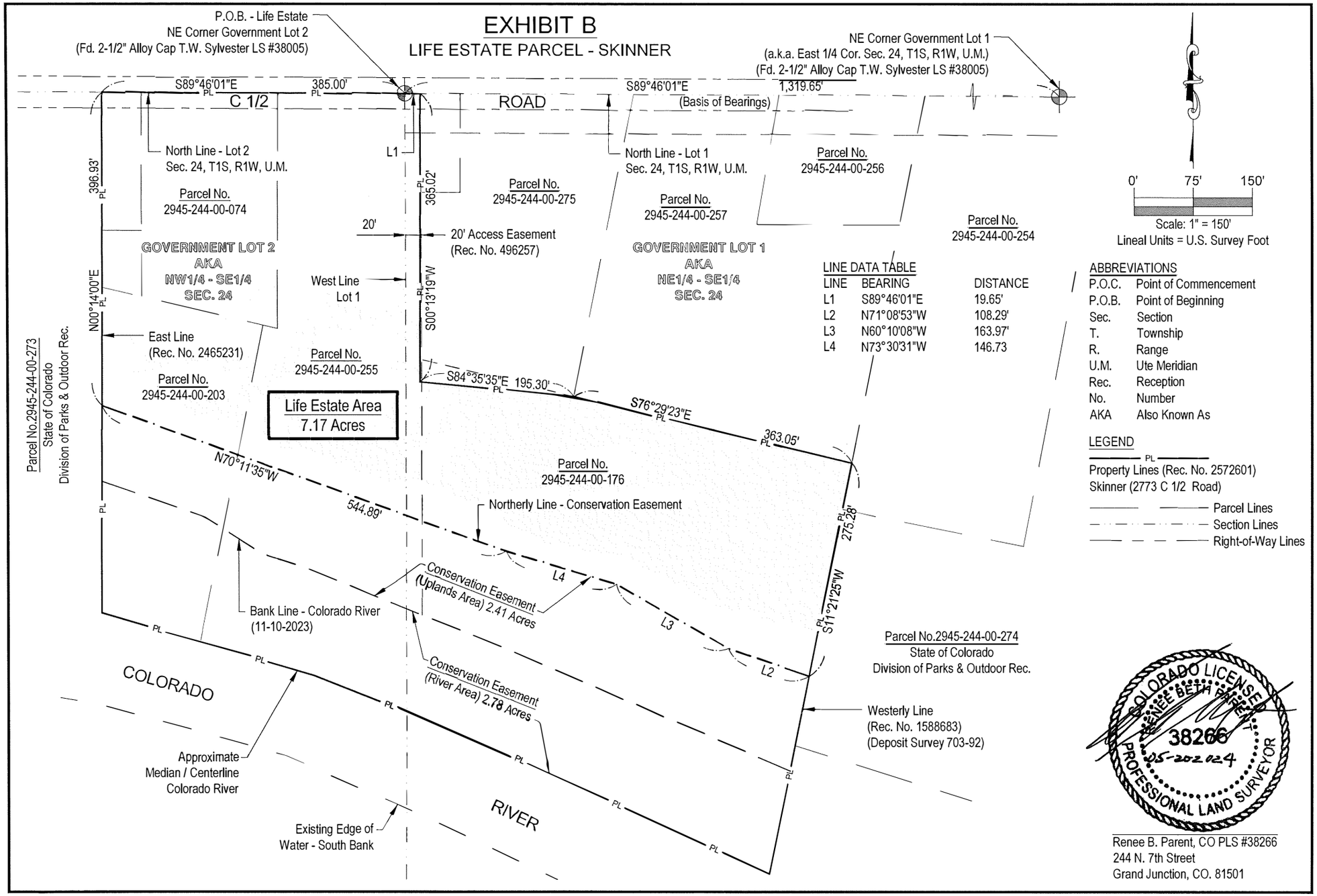
Said Parcel of land containing 7.17 Acres more or less.

Authored by: Renee B. Parent, CO LS38266,
City Surveyor, City of Grand Junction
244 North 7th Street
Grand Junction, Colorado, 81501
(970) 256-4003

Drawn By:	NCW
Date:	05/20/24
Reviewed By:	RBP
Approved By:	TP

A portion of Government Lots 1 & 2
Section 24, T.1S., R.1W., Ute Meridian,
Mesa County, State of Colorado

CITY OF Grand Junction COLORADO
Engineering & Transportation Department
244 North 7th Street - Grand Junction, Co. 81501



CITY OF Grand Junction COLORADO
Engineering & Transportation Department
244 North 7th Street - Grand Junction, Co. 81501

A portion of Government Lots 1 & 2
Section 24, T.1S., R.1W., Ute Meridian,
Mesa County, State of Colorado

Drawn By: NCW
Date: 05/20/24
Reviewed By: RBP
Approved By: TP

NOTICE: GRANTOR SHALL NOTIFY GRANTEE AND PAY A TRANSFER FEE OF ONE HUNDRED DOLLARS ($100.00) TO GRANTEE, ANY TIME THE PROPERTY IS TRANSFERRED TO A THIRD PARTY PURSUANT TO THE REQUIREMENTS IN SECTION 11.B.

STATE OF COLORADO
acting by and through the
Department of Natural Resources,
for the use and benefit of the Division of Parks and Wildlife
and the Parks and Wildlife Commission

CONSERVATION EASEMENT IN GROSS

Granted By
City of Grand Junction

This Conservation Easement in Gross ("CE") is granted by the City of Grand Junction, a Colorado home-rule municipality ("Grantor"), whose address is 250 North 5th Street, Grand Junction, CO 81501, to the State of Colorado acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission ("State" or "CPW" or "Grantee"), located at 6060 Broadway, Denver, Colorado, 80216.

RECITALS

Whereas the State is a governmental entity qualified to hold this CE under CRS §38-30.5-101 et seq., which provides for conservation easements to retain or maintain land, water, airspace, or water rights, predominantly in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest, or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity. Authority to enter into this CE exists pursuant to CRS §33-1-101, §33-1-104, §33-1-105, §33-9-101, et seq., §33-10-101, §33-10-106, §33-10-107, and §38-30.5-102; sufficient funds have been budgeted and appropriated; and all prior reviews and approvals have been obtained. And,

Whereas by this CE, Grantor intends to absolutely, irrevocably, unconditionally, without restriction, voluntarily grant, transfer, and convey to the State a real property interest pursuant to CRS §38-30.5-101 et seq., with all additional rights and interests provided under common law. Such real property interest includes a perpetual right to preserve and protect the Conservation Values (see §1.D) of the Property (see §1.K) and therefore this CE prohibits, and the Parties shall not engage in, any use that would diminish or impair the

Conservation Values or that otherwise would be inconsistent with the purposes of this CE. And,

Whereas this CE supports the legislative policies, purposes, and uses enumerated in CRS §33-1-101, §33-1-104, §33-1-105, §33-9-101, et seq., §33-10-101, §33-10-106, §33-10-107, and §38-30.5-102 as the Property possesses some or all of the values and characteristics listed herein, which are important to the Parties, the residents of the local community, and the people of the State of Colorado and which values shall be herein referred to as "Conservation Values." In particular, the Property possesses the following Conservation Values:

i. **Outdoor Recreation**
   The Property provides access to the general public through the Colorado River Trail which connects several city and state park lands along the Colorado River. The Property provides additional public access opportunities for low-impact outdoor recreation activities.
ii. **Scenic Open Space**
   The Property is made up of a scenic gallery of cottonwood trees and other riparian species lining the north bank of the Colorado River. Open and scenic vistas are visible to trail users looking towards the Colorado River against the backdrop of rolling hills and mesas that surround the Grand Valley.
iii. **Wildlife Habitat**
   The Property is made up of relatively natural habitat that is primarily riparian cottonwood gallery forests. The property lies within the area designated as critical habitat for western yellow-billed cuckoo, listed by the United States Fish and Wildlife Service as a threatened species.
iv. **Connectivity**
   The Property enhances the connectivity of a mix of public park lands owned by Colorado Parks & Wildlife and the City of Grand Junction along the north bank of the Colorado River. And,

Whereas the Parties desire to collaborate in construction of the Colorado River Trail, which will serve as an important amenity to the people of the City of Grand Junction, Mesa County, and the State of Colorado. And,

Whereas this CE will convey a right of access to the State to allow the general public to use the Property for the Colorado River Trail and other low-impact outdoor recreation activities. And,

Whereas the following attachments and exhibits are attached hereto and incorporated by reference herein: **EXHIBIT A** (Legal Description of Property), **EXHIBIT B** (Property Map), and **EXHIBIT C** (Sample Notice of Transfer of Property Form)

Now Therefore, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration paid in this or related transactions, the receipt of which is hereby acknowledged as sufficient and adequate to support the granting of this CE, and pursuant to CRS §38-30.5-101, et seq. and with all additional rights and interests provided under common law, by this CE Grantor hereby absolutely, irrevocably,

unconditionally, without restriction, and voluntarily grants, conveys, and transfers to the State, and the State accepts, a perpetual conservation easement encumbering the Property. This CE shall run with the land and constitutes a real property interest vested in the State on the Closing Date. The term "conservation easement in gross" is used as defined in CRS §38-30.5-101, et seq. and the common law doctrine that non-adjoining easements are personal interests shall not apply whether or not the State owns any real property adjoining the Property.

1. DEFINITIONS

The following terms as used herein shall mean and be construed and interpreted as follows:

A. Baseline Report

"Baseline Report" means the written report, incorporated by reference herein, approved and signed by the Parties documenting the condition of the Property as of the Closing Date.

B. CE

"CE" means this Conservation Easement in Gross, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this CE, exhibits, attachments or references incorporated herein pursuant to Colorado Law and Regulations, State Fiscal Rules, and State Controller Policies.

C. Closing and Closing Date

"Closing" means the full execution of this CE. "Closing Date" is the date on which the Closing occurs.

D. Conservation Values

"Conservation Values" means those values and characteristics described as "Conservation Values" in the third Recital above.

E. CRS

"CRS" means the Colorado Revised Statutes as amended.

F. Management Plan

"Management Plan" means the plan, and any amendments thereto, detailing ongoing management of the Property.

G. Minerals

"Minerals" is to be construed in the most expansive and liberal terms and means any naturally occurring substance that can be extracted from the surface of or below the earth (specifically, in this instance, the Property), whether or not a substance is currently recognized as valuable, and includes, but is not limited to, the following: soil, sand, gravel, rock, stone, decorative stone, oil, natural gas, carbon dioxide, coalbed methane (including any and all substances produced in association therewith from coal-bearing formations), hydrocarbon, or fuel.

H. Mineral Development

"Mineral Development" means the act of extracting Minerals from the surface of or below the Property via any means including, but not limited to, the following:

i. Surface or tunnel mining including "mining" as defined in Internal Revenue Code §170(h).

ii. Construction of any and all roads, pipelines, structures, equipment, tanks, storage facilities, ponds, evaporation pools or pits, utility lines, or any kind and description,

and all other activities related to oil and gas operations as described in CRS §34-60-103(6.5) and in Colorado Energy and Carbon Management Commission Rule 100 - Definitions.

I. Mineral Rights

"Mineral Rights" means the right to explore for and extract Minerals from the Property by virtue of any interest in the Property, including, but not limited to, the following: any real property interest, mineral deed, mineral lease, mineral severance, mineral reservation, mining claim, or mining lease.

J. Party and Parties

"Party" means the State or Grantor and "Parties" means both the State and Grantor.

K. Property

"Property" is the real property described in **EXHIBIT A** and depicted for illustrative purposes only in **EXHIBIT B** and includes all land, improvements, and fixtures together with all Grantor's right, title and interest in all easements, rights of way, and appurtenant rights, and other interests therein. The Property includes the surface thereof, the subsurface below the Property to the center of the Earth, and the airspace from the surface extending 100 miles above the Property.

L. Violation

"Violation" means injury to or impairment of the Conservation Values, or a breach in whole or in part of any of the provisions of this CE.

2. TERM AND TERMINATION

A. Perpetual Term and Recording

This CE shall continue in perpetuity. Following Closing, this CE shall be promptly recorded in the official records of the county in which the Property is situated and the State may re-record it and any amendments hereto at any time as may be required to preserve its rights in this CE.

B. Termination

This CE may only be terminated or extinguished, in whole or in part, by order of a court of competent jurisdiction in accordance with State and/or federal laws. The following shall not impair the validity of this CE, nor shall any of the following be considered grounds for this CE to be amended, terminated or extinguished: **(i)** under theories of abandonment, **(ii)** for failure of the State to enforce this CE in whole or part, **(iii)** for changes in the potential economic value of any use that is prohibited by or inconsistent with this CE, **(iv)** for changes in any current or future uses of neighboring properties, **(v)** for the inability of the Grantor or Grantor's heirs, successors or assigns to use the Property as permitted by this CE, or the unprofitability of doing so, **(vi)** due to the repeal or amendment of Section 38-30.5-101 et seq., **(vii)** for the disappearance of any species/specimens from the Property or the scientific or legal conclusion that such species is extinct, or **(viii)** for changes to the Property caused by natural disaster or other events that alter, diminish, eliminate, or otherwise negatively affect the original Conservation Values.

3. PERMITTED USES AND ACTIVITIES

Grantor may engage in or allow the following uses of the Property and activities reasonably incidental thereto, provided they are consistent with the purpose of this CE and do not change, disturb, alter, diminish, or impair the Conservation Values.

A. Recreational and Agricultural Structures

Building, renovating, remodeling, and using structures necessary for agricultural or public recreational uses allowed under this CE after receiving approval in advance in writing by the State, whose approval shall not be unreasonably withheld; provided that no structure shall be used as temporary or permanent residence. Examples of recreational and agricultural structures include, but are not limited to, sheds, lean-tos, livestock shelters, hoop houses, small greenhouses, picnic tables, fishing piers, benches, interpretive signs, and the like. Any structures constructed under this section shall be located to minimize impact to the Conservation Values. No structure may exceed a height of 20 feet above grade. Height is defined as the vertical distance from grade plane to the average height of the highest roof surface.

B. Agriculture

Grantor reserves the right to conduct any customary agricultural or horticultural uses on the Property, subject to the restrictions in this CE. The Parties agree to work together to draft provisions for permitted agricultural activities, consistent with this CE, in the Management Plan (**§7**).

C. Fences

Existing fences (as documented in the Baseline Report) shall be maintained and repaired in accordance with CPW wildlife friendly standards. Construction of new fences is not allowed except (i) when approved in advance in writing by State, (ii) around the perimeter of the Property, (iii) such cross-fencing as may be necessary for the control of livestock, or (iv) such fencing as may be necessary to control public access on the Property. New and replaced fencing must be installed in accordance with CPW wildlife friendly standards. Sheep-tight or woven fence shall not be used to repair or replace existing fences.

D. Public Recreational Use

Grantor hereby grants, conveys, and transfers to the State, and the State accepts, a perpetual easement for the access of the State and the public over the Property that runs with the land, which constitute a real property interest immediately vested in the State, as further provided in **§6**.

E. Noxious Weeds

Control of noxious weeds (undesirable plant species designated as such under CRS §§35-5.5-101, et. seq.) on the Property by chemical, biological, and mechanical means. This right shall not include the right to conduct aerial herbicide or aerial insecticide spraying operations on the Property.

F. Livestock Activities

Use of the Property for feeding, breeding, raising and managing traditional livestock. Traditional livestock excludes Game Farm Animals (see **§4.H**).

G. Recreational Use

Personal recreational uses such as rafting, paddling, fishing, horseback riding, cross-country skiing, bicycling, electrical assisted bicycling, or hiking, or other traditional non-motorized recreational activities. Grantor may allow the public use of the Property comparable to the remaining uses allowed on the Grantor's managed portions of the Riverfront Trail, such as electric scooters, after consultation with and written consent of the State which consent shall not be unreasonably withheld.

H. Roads and Trails

Maintenance and use of existing roads on the Property. Grantor may construct new trails for the use of the general public subject to the State's prior written consent, which whose approval shall not be unreasonably withheld.

I. Utilities

Construction, installation, maintenance, repair, removal, relocation, replacement, and use of utility mains, lines, and underground facilities for the exclusive purpose of providing utility services to other Property owned by Grantor or supplied by Grantor with the utility services. Any utility infrastructure constructed under this section shall be sited to minimize its impact to the Conservation Values and shall be buried. Any areas disturbed as a result of any utility infrastructure construction shall be re-vegetated and restored to a natural condition with native vegetation as soon as is practicable after completion; provided however, if such disturbed area is under cultivation as permitted by this CE, then re-vegetation and restoration shall be done to restore such disturbed area to its condition in the Baseline Report as reasonably determined by the State.

J. Water Infrastructure

Grantor may install water facilities, including wells, pipelines, pump stations, water tanks (closed for storage or open for stock watering), stock ponds, dams and impoundments as reasonably necessary in connection with the agricultural operations of the Property.

4. PROHIBITED AND RESTRICTED USES AND ACTIVITIES

Without limiting the generality of the foregoing, the following activities are prohibited and restricted, except as expressly allowed in this CE or in the Management Plan or with prior written approval from the State:

A. Activities Diminishing Conservation Values

Any uses or activities on the Property by Grantor or any third parties that would change, disturb, alter, diminish or impair the Conservation Values, or that would be inconsistent with the purposes of this CE.

B. Agriculture

Farming, tilling, or any type of cultivation, except as provided in **§3.B**.

C. Aircraft Facilities

Constructing or erecting any aircraft facilities or aircraft landing facilities.

D. Buildings, Structures, and Improvements

Constructing, placing or erecting any new buildings, structures or other improvements, including without limitation trailers, permanent camping accommodations or tent facilities, Quonset huts, mobile homes, storage sheds, enclosures of any sort, except as expressly provided in this CE.

E. Commercial or Industrial Activities

Commercial or industrial activities.

F. Easements

Granting additional easements burdening the Property for any purpose.

G. Feedlots

Establishing or operating any feedlot, which is a permanently constructed confined area or facility that is used for the purpose of engaging in the business of receiving and feeding livestock.

H. Game Farming or Game Animals

Constructing, conducting, or operating a game farm or raising or holding Game Farm Animals or alternative livestock.

Game Farm Animals include: **(i)** penned, enclosed, or privately-owned caribou, black bear, grizzly bear, mountain lion, white-tail deer, black-tail deer, coues deer, elk, moose, antelope, mountain sheep, mountain goat, red deer, **(ii)** any other cloven-hooved ungulate which is indigenous to Colorado, and **(iii)** any non-indigenous or exotic cloven-hooved ungulate which could interbreed with or spread disease to any cloven-hoofed ungulate indigenous to Colorado. However, Game Farm Animals do not include traditional livestock including domestic cattle, domestic sheep, domestic goats, domestic pigs, and domestic llamas and alpacas.

I. Leasing

Leasing the Property or any portion of either, if any, to any third parties for any uses, except for the following: agriculture. Grantor shall notify any lessee of the limitations on the use of the Property contained in this CE and the Management Plan.

J. Noxious, Invasive, non-Native, and Detrimental Species

Introduction of any plant or animal species designated by local, State or federal agencies as noxious, invasive, non-native, or detrimental to wildlife.

K. Recreational Activities

Recreational activities not specifically permitted in **§6**. Specifically and without limitation it is prohibited to develop and/or use facilities for intensive recreational activities that concentrate people in a relatively confined area for significant periods of time. Examples include, but are not limited to athletic fields, golf courses or ranges, group playgrounds, campgrounds, and outdoor amphitheaters, sports facilities and recreation centers.

L. Roads and Trails

Constructing or establishing any new roads, bridges, trails, or parking lots, except as provided in **§3.H**.

M. Signs

Construction or erection of any signs or billboards on the Property without advance written approval of the State, except for signs that limit access to the Property such as signs announcing “private property” or “no trespassing,” or signs used to facilitate access to the Property by the general public.

N. Storage

Storage, except of materials necessary to facilitate uses permitted under this CE.

O. Subdivision

Dividing, subdividing, partitioning, or de facto subdividing the Property into two or more parcels or interests in common, or any attempt at the same, including, but not limited to construction and use of any “condominium unit” or “time share unit”, or creation of a “common interest community” as those terms are defined in the Colorado Condominium Ownership Act. Grantor further waives any contractual, statutory or common law right to partition the Property or any portion thereof into separate or distinct parcels.

P. Topographical Changes

Excavating, grading, cutting and filling, berming or other similar topographical changes, including without limitation the movement of minerals, peat, sod or topsoil are not

permitted. Notwithstanding the foregoing, activities that are reasonably necessary in connection with the uses allowed under this CE shall be permitted, including reasonable topographical changes related to the repair, replacement, maintenance and construction of fences, structures, ponds, ditches, wells, pipelines, water system infrastructure, dams and roads and trails. Any area disturbed by any topographical changes shall be promptly reclaimed and re-vegetated.

Q. Trash, Waste, and Hazardous Materials

Disposing, dumping, discarding, leaving, abandoning, accumulating, treating, reclaiming, recycling, storing, abandoning, or otherwise depositing any waste-like materials, pollutants, contaminants, hazardous substances (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended "CERCLA"), hazardous or otherwise, including but not necessarily limited to trash, litter, garbage, junk, or solid or liquid agricultural or non-agricultural wastes, provided that Grantor may establish manure piles, spread manure and perform similar customary ranching-related activities.

R. Utility Systems

Constructing or installing any new above ground public or private utilities, including but not limited to transmission lines, antennas, radio, telephone, television, telecommunication towers, and wind, solar, geothermal, and hydro energy production systems, or constructing a commercial energy production facility, except as expressly provided by this CE.

S. Vegetation

Cutting, removing, or unnecessarily damaging any vegetation. This prohibition shall not restrict Grantor's right to cut and remove from the Property **(i)** dead, diseased or downed vegetation that present a fire and/or safety hazard or obstruction; **(ii)** invasive non-native species; **(iii)** vegetation that obstruct ditches, wells, ponds, springs, pipelines or water system infrastructure, fences or traveled surfaces; and **(iv)** dead wood for use as fence posts, and **(v)** any additional vegetation as provided for under the Management Plan. Except on a limited and localized basis, trees may be cut only to **(i)** control insects and disease, **(ii)** to control invasive non-native species, **(iii)** to prevent personal injury and property damage, **(iv)** to remove downed trees that present fire/safety hazards or obstructs ditches, wells, ponds, springs, pipelines, or water system infrastructure, fences or traveled surfaces, and **(v)** for domestic uses on the Property such as firewood, and construction of permitted buildings and fences. Any other timber harvesting may only be conducted in accordance with a forest management plan prepared by a professional forester at Grantor's expense and approved in writing by the State either in a separate document or by incorporation with the Management Plan.

T. Vehicles

Use of motorized vehicles except (i) on existing roads, and (ii) as used for agricultural purposes, property management or animal retrieval.

U. Water Bodies

Any change to any creek, stream, river, stream channel, riparian corridor, wetland, pond, aquifer, or lake edge (collectively "Water Bodies"), including, but not limited to removal, alteration, impairment, draining, or modification of any Water Body on the Property, unless approved in writing in advance by the State in its sole discretion. Nor shall Grantor degrade or pollute any Water Bodies on the Property. Notwithstanding the

foregoing, Grantor may establish erosion control structures on the Property in accordance with the Management Plan.

5. MINERALS

Mineral Development (as defined in **§1.I**) that disturbs the surface of the Property or otherwise detrimentally affects the Conservation Values is prohibited subject to the provisions of this **§5**.

A. Grantor

The provisions of this **§5.A** apply to any and all Mineral Rights that Grantor owns or controls as of the Closing Date or acquires or controls by any means at any time after the Closing Date.

i. Mineral Development

a. Grantor shall not engage in Mineral Development of any Mineral Rights.

b. Grantor shall not allow or consent to any third parties to engage in Mineral Development of any Mineral Rights:

ii. Transfer

Grantor shall not transfer, lease, sever, or otherwise separate Mineral Rights from the Property. Any attempts to do so shall be void ab initio.

B. Third Party

i. Future Third Party Agreements

The approval of both Parties is required to enter into any new agreements with third parties regarding any Mineral Rights or Mineral Development. The Parties shall give written notice to each other in accordance with **§13** any time either Party is contacted, either formally or informally, by a third party regarding Mineral Development. The Party contacted shall give said notice to the other Party as soon as practical, but not later than 10 days after the occurrence of the contact, and shall describe in detail all material aspects of the contact, including, but not limited to, the identity of the third party and the nature of the contact. Any failure to provide such notice shall not impair the validity of this **§5** or other provisions of this CE. Any third party agreement must either (1) prohibit any access to the surface of the Property or (2) must (a) limit the area(s) of disturbance to specified area(s); (b) include provisions that ensure that the proposed activities have a limited, localized impact on the Property that is not irremediably destructive of the Conservation Values; and (c) contain a full description of the activities proposed, a description of the extent of disturbance, the location of facilities, equipment, roadways, pipelines and any other infrastructure, the proposed operation restrictions to minimize impacts to the Conservation Values, reclamation measures including and in addition to those required by law, and remedies for damages to the Property's Conservation Values. Any third party agreement that only permits subsurface access to the minerals but prohibits any access to the surface of the Property shall also prohibit any disturbance to the subjacent and lateral support of the Property and shall not allow any use that would materially adversely affect the Property's Conservation Values.

ii. Shared Influence and Control

With respect to any Mineral Rights not currently owned by Grantor, whether or not Mineral Development is currently occurring, Grantor irrevocably assigns and grants to the State the same legal rights as Grantor to influence and control impacts to the

surface of the Property from Mineral Development. Such rights include, but are not be limited to, the unilateral right to take whatever legal action the State deems necessary in order to respond to proposed Mineral Development, including bringing judicial or administrative actions. Mineral Development condemnation shall be treated pursuant to **§12.G.**

6. PUBLIC ACCESS

The State is granted the exclusive right to allow, regulate, administer and prohibit public access to the Property in its sole discretion.

A. Low Impact

Public access shall be limited to low-impact outdoor recreation including, but not limited to, rafting, paddling, hiking, bicycling, horseback-riding, snowshoeing, cross-country skiing, fishing, wildlife-viewing, picnicking, photographing, open space, environmental education, wildlife-viewing, temporary gatherings such as weddings/reunions, and non-commercial, outdoor recreational activities.

B. Trail Easement

The State is granted the exclusive right to construct and maintain a 30-foot wide trail on the Property that will serve as part of the planned Colorado River Trail, as demonstrated in the Baseline Report.

C. Management

With the State's advance written consent, which may be granted, withheld or conditioned in the State's sole discretion, Grantor or a third party may manage public access so long as such management is consistent with this Easement.

D. Recreation Plan

Any plan developed to facilitate public access to the Property shall enhance the outdoor recreation Conservation Value while minimizing any adverse impacts to the wildlife habitat, scenic open space, and connectivity Conservation Values. Any plan requires the State's advance written consent, which may be granted, withheld or conditioned in the State's sole discretion, and the Parties agree to incorporate any plans developed hereunder in the Management Plan (**§7**).

7. MANAGEMENT PLAN

In order to protect and further the Conservation Values, the Parties have developed a Management Plan for the Property. Both Parties shall keep a copy of the Management Plan and comply with its provisions. Any conflict between the provisions of this CE and those of the Management Plan shall be resolved in favor of this CE. The Parties shall review and may modify the Management Plan in accordance with its terms. Any subsequent modifications to the Management Plan shall not require a formal amendment to this CE nor shall any subsequent modification or amendment to the Management Plan be recorded; however, they shall conform to the provisions of this CE.

8. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Grantor shall comply with all federal, state, and local laws and regulations having jurisdiction over the Property including the Grantor. Nothing in this CE such be construed as relieving Grantor of any responsibilities or obligations to any other governmental body,

including any other department, division or subdivision of the State established by law or agreement.

9. ENFORCEMENT AND MONITORING

In order to preserve and protect the Conservation Values and ensure compliance with the provisions of this CE, (including the provisions of the Management Plan), the State shall have the right to enter upon all parts of the Property by foot or motorized vehicle in order to inspect and enforce this CE, and to facilitate access to the Property by the general public as provided in **§6**. The State may prevent or enjoin Grantor from conducting any activities or uses of the Property which, in the sole discretion of the State, violate the provisions of this CE. In addition, the State may, independently or preferably in cooperation with Grantor, prevent or enjoin any third parties (whether or not the third parties were authorized by Grantor to access the Property) from conducting any activities or uses of the Property that violate the provisions of this CE. A copy of the Baseline Report is on file with both Parties. If a controversy arises after Closing regarding the condition of the Property or compliance with or Violation of any provision of this CE, then the Parties may use the Baseline Report and any other evidence to assist in resolving the disagreement in any informal or formal proceeding.

10. GRANTOR'S REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

Grantor accepts the following obligations and makes the following specific representations and warranties, each of which was relied on by the State in purchasing this CE.

A. Covenants of Title

Grantor, for Grantor and Grantor's heirs, assigns, successors, and personal representatives, does covenant and agree to and with the State and its assigns that as of the Closing Date, Grantor is well seized of the Property, has good and absolute title, in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell, and convey the interest in the Property, created in this CE in the manner and form provided for in this CE, and that the Property is free and clear from all liens, taxes, assessments, encumbrances, reservations, rights-of-way, and restrictions. Grantor shall and will warrant and forever defend the interests in the Property, created in this CE in the quiet and peaceable possession and rights of the State and its assigns, against all and every person(s) or entity whose lawful claim to the whole or any part of the Property would affect the Conservation Values, the validity or perpetual nature of this CE, or diminish the value of this CE.

B. Hazardous Substances

Grantor does not know of, or have any reason to believe, any "Hazardous Substance," as defined in §42 U.S.C. 9601(14), or pollutant, contaminant, hazardous or toxic material, substance, or waste, as they may be defined under relevant Federal, State or local law, or asbestos, is located on the Property and Grantor has not received notice of any violation or alleged violation of any law, rule, or regulation regarding such substances. The conveyance of this CE from Grantor to the State is not intended to relieve Grantor of any obligation or liability Grantor would incur under relevant federal or State law concerning such substances as an owner of the Property. In particular, the provisions of this CE shall not be interpreted to make the State an "owner of" or "responsible party for" the Property for purposes of any federal or State environmental law or regulation, including, but not

limited to, CERCLA. Grantor shall make the foregoing representation in a separate writing deliverable to the State upon request by the State.

C. Independent Professional Advice

Grantor received such independent legal and financial advice regarding this CE as Grantor deemed necessary and prudent, and based thereon, and upon Grantor's informed judgment, Grantor voluntarily granted this CE to Grantee.

D. Legal Authority – Grantor Signatory

Grantor possesses the legal authority to enter into this CE and, if not a natural person, Grantor has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, to lawfully authorize its undersigned signatory to execute this CE, and to bind Grantor to its terms.

E. Notification and Actions

i. Litigation

In addition to any other notification obligations Grantor has under this CE, Grantor has an affirmative obligation to notify the State about litigation within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this CE or which may affect Grantor's ability to perform its obligations hereunder, Grantor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice, and such copies shall be delivered to the Director of CPW.

ii. Third Party Uses and Actions

Grantor shall attempt to prevent or halt, and shall notify the State of, any uses of or activities on the Property by third parties that would be a Violation of this CE, and any uses or activities disallowed by this CE. In the event the Grantor is unable to halt such uses or activities, the State, in its sole discretion, may independently contact third parties to prevent or halt such disallowed uses or activities and Grantor shall cooperate with the State in halting such uses or activities.

F. Preservation, Restoration, and Maintenance Costs

Grantor shall maintain the Property in a manner consistent with the Conservation Values. Grantor shall bear all costs and liabilities of any kind related to the preservation, ownership, restoration, operation, upkeep, and maintenance of the Property, including weed control and eradication.

11. STATE INTEREST AND RIGHTS

This CE constitutes a real property interest pursuant to CRS §38-30.5-101 et seq., with all additional rights and interests provided under common law, immediately vested in the State, and the State shall have attendant interests and rights, including the following:

A. Development Rights and Subdivision

Grantor conveys to the State all present and future development rights deriving from, based upon, related to, or attributable to the Property in any way except those expressly reserved to Grantor in this CE, and such rights shall be held by the State in perpetuity to fulfill the purposes of this CE, and to ensure such rights are forever released, terminated, and extinguished as to Grantor, and may not be used on or transferred off of the Property to any other property adjacent or otherwise or used for the purpose of calculating permissible development uses of the Property or any other property. Development and

subdivision rights related to the Property are subject to the provisions of this **§11.A** and **§4.O** and any action taken or conveyance made by Grantor or Grantor's assigns, heirs, successors and transferees in violation of this **§11.A** and **§4.O** are null and void.

B. Transfer of Property

Grantor shall provide the State notice of any conveyance of interests in all or any portion of the Property including, but not limited to, leases, surface use agreements, rights-of-way, and access agreements. Such notice shall be provided to the State not less than 45 days prior to the date of such transfer. Any such conveyance shall state that it is subject to the terms and conditions of this CE. Any time the Property, or a portion thereof is transferred by Grantor to any third party, Grantor shall notify Grantee within five (5) business days after closing using the form in **EXHIBIT C**, along with a copy of the new ownership deed, and shall pay a transfer fee of one hundred dollars ($100.00) ("Transfer Fee") to the State to be used for purposes consistent with the State's mission. Notwithstanding the foregoing, Grantor shall not be obligated to pay the Transfer Fee for any transfer of the Property to a trust or foundation or other estate planning vehicle in which the beneficiaries thereof are related to the principals of Grantor. The State reserves the right to record a notice of transfer fee in the official real property records of Mesa County, Colorado. This provision is intended to run with the land for perpetuity, and to touch and concern the Property burdened by this CE.

12. REMEDIES AND RESOLUTION OF VIOLATIONS

A. Notice

The State shall send Grantor a notice detailing alleged Violations of this CE in the manner provided in **§13**. Upon receipt thereof, Grantor shall immediately cease and desist from any use or activity that could increase or expand the alleged Violations until they are finally resolved by agreement of the Parties or by decree of a court of competent jurisdiction and shall, within 10 days after receipt of such notice from the State, send the State in the manner provided in **§13** a response agreeing with the State or denying the alleged Violations in whole or in part.

B. Remedies and Resolution Methods

The State shall have all remedies available to it in law and in equity, such as actions for damages and injunctive relief, including, but not limited to, those set forth in CRS §38-30.5-108. The Parties shall resolve Violations as follows:

i. Agreement

If Grantor agrees with or does not dispute the State's assertion regarding the alleged Violations, Grantor shall, at Grantor's sole cost, restore the Property to its condition prior to the Violations and take such other action as may be reasonable or necessary to eliminate the Violations in a timely and satisfactory manner and prevent their further occurrence and shall provide the State with details of its remediation plan together with a reasonably prompt time for completion thereof. The State may enforce such remediation plan via proceedings at law or in equity if Grantor fails to perform it in accordance with its terms.

ii. Dispute Meeting

If Grantor disputes all or any part of the State's assertion of alleged Violations, Grantor shall provide the State with a written explanation of Grantor's dispute and a statement as to why the use or activity should be permitted. Thereafter,

representatives of the Parties shall meet as soon as possible, but not later than 60 days after the State's receipt of Grantor's response, to resolve the issues. If the Parties reach agreement that a Violation has occurred, they shall create a remediation plan together with a reasonably prompt time for completion thereof. The State may enforce such remediation plan via proceedings at law or in equity if Grantor fails to perform it in accordance with its terms.

iii. Legal Proceedings

The State may, in its sole discretion, exercise any or all remedies available at law or in equity, including those available at common law, concurrently or consecutively, to enforce its rights hereunder if any meeting pursuant to **§12.C.i or ii** fails to resolve the identified Violation and the State may otherwise enforce its rights hereunder, including enforcing remedial plans created under **§12.C.i or ii**. Courts are authorized to issue both mandatory and negative injunctions, including requiring restoration of the Property to its condition before a Violation occurred.

iv. Irreparable Harm

If, in the State's opinion, an ongoing or imminent Violation is likely to irreparably violate this CE the State shall give notice of that opinion to Grantor and thereafter may, in its sole discretion, take appropriate legal action without resorting first to a meeting of the Parties, including, as may be necessary, seeking a temporary restraining order.

v. Third Party Actions and Costs

Grantor shall be solely responsible for the costs of remedying any Violations of this CE caused by Grantor or by any third parties authorized by Grantor to access the Property, including, but not limited to, guests, invitees, lessees, agents, contractors, and subcontractors.

C. Natural Disasters

Natural disasters, including, but not limited to, fire, flood, drought, plague, earthquake, storm, and tornado may adversely affect the Conservation Values and the Property. If such natural disasters occur the following applies:

i. Grantor Actions

a. Assistance

Grantor may but is not required to assist the State in its efforts under **§12.C.i.a and b.**

b. Disaster Emergency Actions

Grantor may take prudent actions during natural disasters to prevent, abate, or mitigate significant injury to the Property. Grantor shall, to the extent reasonably possible under the circumstances as they exist during natural disasters, attempt to act in a manner causing the least possible detriment to the Conservation Values.

ii. State Actions

a. Disaster Emergency Actions

The State may access the Property during the natural disaster to attempt to prevent and mitigate harm to the Conservation Values.

b. Post Disaster Remediation

The State may access the Property after a natural disaster to assess and to the extent possible, remediate damage to the Conservation Values and/or identify new

conservation values. The State shall give Grantor reasonable advance notice of its access and remediation plans and efforts.

c. Costs
Actions taken by the State under **§12.C.ii.a and b**. are at its sole discretion and cost and are subject to availability of personnel, means, and funding.

d. Actions Against Grantor
The State shall not take action against Grantor for injury to or change to the Property resulting from natural disasters or from any prudent action taken by Grantor under emergency conditions during natural disasters to prevent, abate, or mitigate significant injury to the Property.

D. Public Safety
Notwithstanding anything to the contrary herein, the State need not provide advance notice or a cure period and may immediately take action if it is necessary to preserve public safety or to prevent an immediate public crisis.

E. Extinguishment and Proceeds
If a subsequent unexpected change in the conditions surrounding the Property can make impossible or impractical the continued use of the Property for the conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if the restrictions are extinguished, whether in whole or in part, by judicial proceeding and all of the Grantee's proceeds from a subsequent sale or exchange of the Property are used by the Grantee in a manner consistent with the conservation purposes. Each party shall promptly notify the other party in writing when it first learns of such change in conditions. In the event of a termination or extinguishment, in whole or in part, Grantor shall be obligated to provide to Grantee an amount equal to the full fair market value of the CE that is taken or extinguished at the time of the termination or extinguishment, as determined by a qualified appraiser. Grantor shall not voluntarily accept proceeds equal to less than the full fair market value of the affected property unrestricted by this CE without the approval of Grantee. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this CE.

13. NOTICES AND REPRESENTATIVES
Notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to the representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

State	**Grantor**
Colorado Parks and Wildlife Real Estate Section 6060 Broadway Denver, CO 80216	City of Grand Junction c/o City Manager 250 North 5th Street Grand Junction, CO 81501
With a copy to: James M. Robb – Colorado River State Park	With a copy to: City Attorney 250 N. 5th Street

PO Box 700
Clifton, CO 81520

Grand Junction, CO 81501

14. LIMITATION OF LIABILITY

Liability for claims for injuries to persons or property arising from the negligence of the Grantor and/or Grantee, their departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of CRS §24-10-101 et seq. (the "CGIA") and/or CRS §24-30-1501, et seq. ("Risk Management"). No term or condition of this CE shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the CGIA or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended. This paragraph is applicable to Grantor as long as Grantor is the City of Grand Junction. It is not applicable to Grantor's heirs, successors, or assigns.

15. GENERAL PROVISIONS

A. Binding Arbitration Prohibited

The State does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this CE or incorporated herein by reference shall be null and void.

B. Binding Effect – Perpetual Application

All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns; and shall continue as a servitude running in perpetuity with the Property.

C. Captions

The captions and headings in this CE are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

D. Construction of this CE

This CE shall be liberally construed to effect the Purposes of the CE and the policy and purpose of C.R.S. §38-30.5-101 *et seq.* If any provision in this CE is found to be ambiguous, an interpretation consistent with ensuring continuation of the Purposes of the CE that would render the provision valid shall be favored over any interpretation that would render it invalid. The common law rules of disfavoring restrictions on the use of real property and construing restrictions in favor of the free and unrestricted use of real property shall not apply to interpretations of this CE or to disputes between the Parties concerning the meaning of particular provisions of this CE. If Grantor files for either a federal or state tax benefit, then this CE is intended to create a "qualified real property interest" for "conservation purposes", as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. If any provision necessary to qualify the interest hereby granted as a "qualified real property interest" for "conservation purposes" is missing from this CE, such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.

E. CORA Disclosure

To the extent not prohibited by federal law, this CE and the performance measures and standards under CRS §24-106-107, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

F. Counterparts

This CE may be executed in multiple identical original counterparts constituting one agreement.

G. Entire Understanding

This CE represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have force or effect, unless embodied herein.

H. Further Acts

The Parties shall perform any further acts and draft, execute, and deliver any documents reasonably necessary to **(i)** effectuate this CE's purposes and intent, **(ii)** to correct typographical, spelling, or clerical errors, or to **(iii)** correct any errors in the legal description of the Property and make any boundary adjustments related thereto. Corrective acts under this **§15.H** are not an amendment to this CE, but effectuate the original intent of the Parties.

I. Joint and Several Obligations

The burdens of this CE shall encumber the Property in perpetuity regardless of how the ownership of the Property may be divided or held at any time in the future. If more than one owner owns the Property at any time, the obligations imposed by this CE shall be joint and several upon each of the owners.

J. Jurisdiction and Venue

All suits or actions related to this CE shall be filed and proceedings held in the State of Colorado and venue shall be in the county in which the Property is situated.

K. Modification

i. By the Parties

The Parties recognize that circumstances may arise in which an amendment of this CE would be desirable. Except as specifically provided in this CE, modifications hereof shall not be effective unless agreed to by the Parties in a written amendment hereto, properly executed and approved in accordance with applicable Colorado State Law and Regulations, Colorado Division of Parks and Wildlife Policies, State Fiscal Rules, and Office of the State Controller Policies. Modifications inconsistent with the Conservation Values, that would affect the perpetual nature of this CE, or that would otherwise negatively affect the qualifications of this CE under any applicable law, including CRS §38-30.5-101 et seq. and I.R.C. §170(h) are prohibited. All modifications shall be recorded in the county in which the Property is situated.

ii. By Operation of Law

This CE is subject to such modifications as may be required by changes in Federal or Colorado State Law or their implementing regulations. Any such required modification shall be automatically incorporated as part of this CE on the effective date of such change as if fully set forth herein.

L. Negation of Trusts and Third Party Interests

The Parties intend that this CE, create a real property interest pursuant to CRS §38-30.5-101 et seq., with all additional rights and interests provided under common law; therefore, the provisions contained herein are for the use and benefit of the Parties alone, and when entering into this CE the Parties did not intend to create a restricted gift or any

type of trust, including, but not limited to a charitable trust. The right to engage in any termination, amendment, or enforcement actions related to this CE, judicial or otherwise, including but not limited to, those found in **§2.C, §15.L,** or **§15.S**, is exclusively reserved to the Parties without involvement of any third parties.

M. Permissions

Any permission granted by the State to carry out a proposed use or activity does not constitute consent to any subsequent use or activity of the same or similar nature.

N. References

All references in this CE to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

O. Severability

Provided this CE can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this CE in accordance with its intent.

P. Subsequent Transfers

Grantor shall incorporate by reference the terms and conditions of this CE in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property by specifically referencing or attaching a copy of this CE. Grantor shall provide written notice to the State of the Grantor's intent to transfer any interest at least 45 days prior to the date of such transfer.

Q. Taxes

The Grantee is exempt from Federal, State and local government taxes. Grantor, the City of Grand Junction is also exempt from Federal, State and local government taxes. Heirs, successors or assigns of the City of Grand Junction are not exempt simply by this paragraph.

R. Third Party Enforcement

Enforcement of this CE and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this CE are incidental and do not create any enforcement rights for any third parties.

S. Waiver

Waiver of any breach or event of default under a term, provision, or requirement of this CE, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under CRS §38-41-119. The failure of either Party to perform any act required by this paragraph shall not impair the validity of this CE or limit its enforceability in any way.

16. ASSIGNMENT AND CONTINUITY

A. This CE is transferable by Grantee provided that: (i) the Grantee requires as a condition of the transfer, that the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted to an

organization that, at the time of the transfer, is an eligible grantee under Treasury Regulations Section 1.170A – 14(c)(1), is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easement under C.R.S. §§ 38-30.5-101, et seq. and C.R.S. § 12-15-104, et seq. and is certified to hold conservation easements for which a state tax credit is claimed by the State of Colorado's Division of Conservation during the year of such transfer; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed. Grantee shall notify and consult with Grantor in advance of any proposed transfers and such transfer must be approved in advance in writing by the Grantor, whose approval shall not be unreasonably withheld. If Grantee ever ceases to exist, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), and (iii) above.

B. Upon Assignment by Grantee in compliance with the applicable portions of this Section 16, the Parties shall record an instrument completing the assignment in the records of the county in which the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances.

17. NOTIFICATION ON RESERVED RIGHTS

Without limiting Grantee's specific rights to notification pursuant to the Easement, Grantor agrees to notify Grantee, in writing, before exercising any reserved right that may have an adverse impact on the Conservation Values associated with the qualified real property interest created by this Easement.

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18. SIGNATURE PAGE

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement in Gross effective as of the Closing Date.

GRANTOR: City of Grand Junction, a Colorado home-rule municipality,

By: _____
Andrea Phillips, Interim City Manager

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me the _____ day of _____, 2024, by Andrea Phillips, Interim City Manager of City of Grand Junction, a Colorado home-rule municipality.

Witness my hand and official seal.

_____
Notary Public

(Seal)

GRANTEE: ACCEPTED by the STATE OF COLORADO, JARED S. POLIS, GOVERNOR

By: _____
Travis Black, Northwest Regional Manager

The Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission

EXHIBIT A (Legal Description of Property)

Conservation and Trail Easement

Conservation Easement

A parcel of land for the purposes of a conservation easement, being a portion of land as described in Reception Number 2572601 located in Government Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Commencing at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner of said Section 24) bears S89°46'01"E, using the Mesa County Local Coordinate System with all other bearings herein being relative thereto; thence S34°42'58"E, a distance of 898.07 feet to a point on the Westerly line of land as described in Reception Number 1588683 and as shown on Deposit Survey 703-92 and the Point of Beginning;

thence S11°21'25"W, a distance of 256.11 feet along said Westerly line to the centerline of the Colorado River; thence along said centerline the following three (3) courses:
1) N65°28'26"W, a distance of 427.87 feet;
2) N68°34'59"W, a distance of 203.33 feet;
3) N73°35'48"W, a distance of 281.62 feet to a point on the East line of land as described in Reception Number 2465231; thence N00°14'00"E, a distance of 262.56 feet along said East line; thence S70°11'35"E, a distance of 544.89 feet; thence S73°30'31"E, a distance of 146.73 feet; thence S60°10'08"E, a distance of 163.97 feet; thence S71°08'53"E, a distance of 108.29 feet to the Point of Beginning.

Said Parcel of land containing 5.19 Acres more or less.

Trail Easement (Area included within the Conservation Easement. The north border for each is the same.)

A thirty foot (30') wide strip of land for the purposes of a trail easement, being a portion of land as described in Reception Number 2572601 located in Government Lots 1 and 2, Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Commencing at the Northeast Corner of said Lot 2, whence the Northeast Corner of said Lot 1 (a.k.a. the East 1/4 Corner of said Section 24) bears S89°46'01"E, using the Mesa County Local Coordinate System with all other bearings herein being relative thereto; thence S34°42'58"E, a distance of 898.07 feet to a point on the Westerly line of land as described in Reception Number 1588683 and as shown on Deposit Survey 703-92 and the Point of Beginning;
thence S11°21'25"W, a distance of 30.26 feet along said Westerly line; thence N71°08'53"W, a distance of 115.12 feet; thence N60°10'08"W, a distance of 163.34 feet; thence N73°30'31"W, a distance of 144.09 feet; thence N70°11'35"W, a distance of 535.09 feet to a point on the East line of land as described in Reception Number 2465231; thence N00°14'00"E, a distance of 31.84 feet along said East line; thence S70°11'35"E, a distance of 544.89 feet; thence S73°30'31"E, a

distance of 146.73 feet; thence S60°10'08"E, a distance of 163.97 feet; thence S71°08'53"E, a distance of 108.29 feet to the Point of Beginning.

Said Parcel of land containing 0.66 Acres more or less.

Descriptions prepared by: Renee Beth Parent, State of Colorado – PLS No. 38266 for the City of Grand Junction, 244 N. 7th Street, Grand Junction, CO 81501

EXHIBIT C (Sample Notice of Transfer of Property Form)

To: State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission ("Grantee")
From: **[Insert name of fee title owner]** ("Grantor")

Pursuant to Section 12.B. of the Deed of Conservation Easement in Gross recorded on **[Insert date recorded]** at Reception Number **[Insert reception number]** in the records of the clerk and recorder of Mesa County, State of Colorado, Grantee is hereby notified by Grantor of the transfer of the fee title interest in the subject Property legally described in **EXHIBIT A** attached hereto effective **[Insert date of closing]** to **[Insert name of new Grantor]**, who can be reached at **[Insert name, legal address, and phone number]**.

Also pursuant to the requirements of Section 12.B. of the aforementioned Deed of Conservation Easement in Gross, the following are enclosed (boxes checked):

[ ] New ownership deed
[ ] Transfer fee of $100.00 (check number _____)
[ ] Transfer fee is not required under an exception in 12.B.

GRANTOR:

By: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me the _____ day of _____, _____, by _____ as _____ of _____.

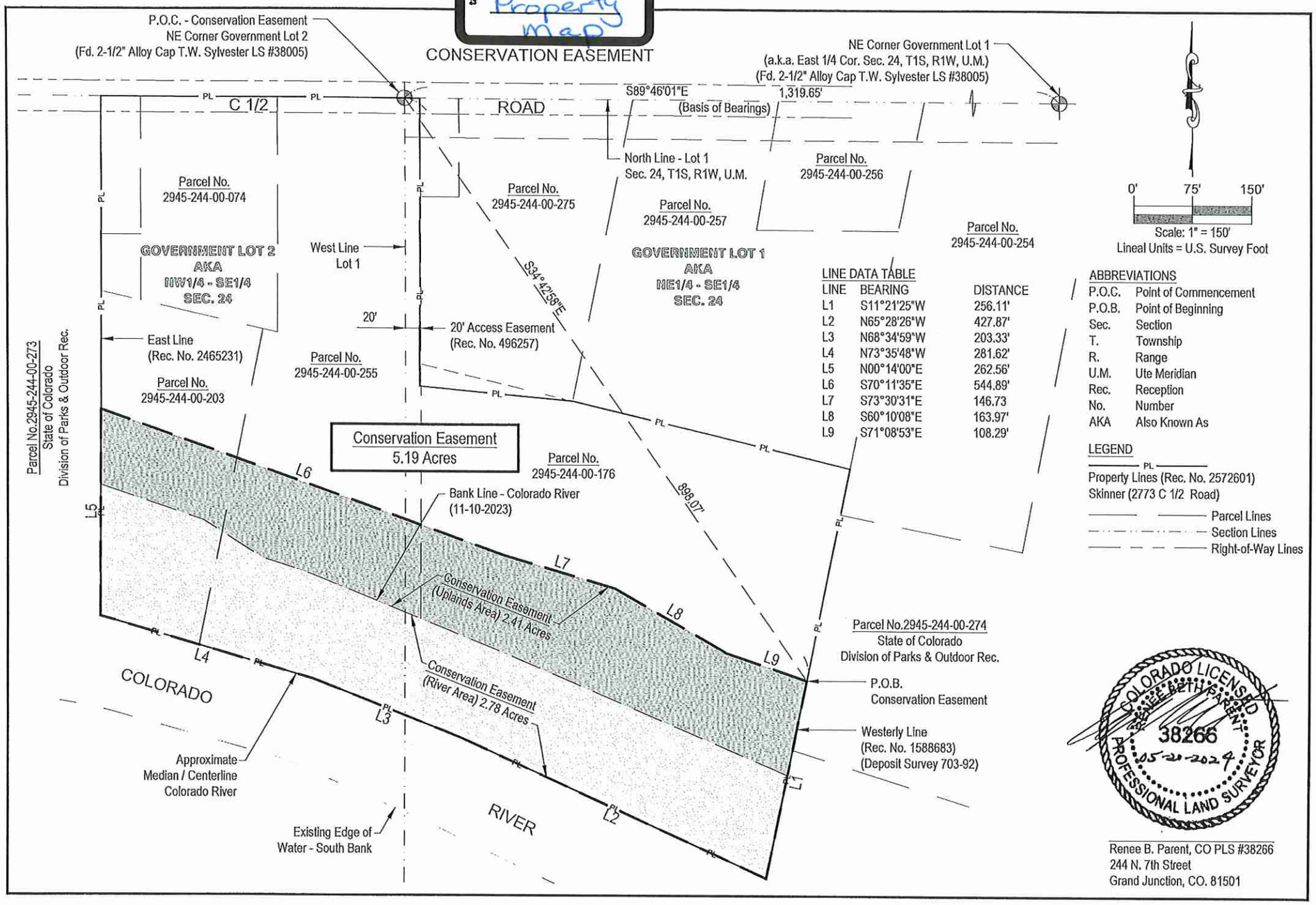
Witness my hand and official seal.

_____
Notary Public
My Commission Expires: _____

(Seal)

EXHIBIT B Property Map

CONSERVATION EASEMENT



LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S11°21'25"W	256.11'
L2	N65°28'26"W	427.87'
L3	N68°34'59"W	203.33'
L4	N73°35'48"W	281.62'
L5	N00°14'00"E	262.56'
L6	S70°11'35"E	544.89'
L7	S73°30'31"E	146.73
L8	S60°10'08"E	163.97'
L9	S71°08'53"E	108.29'

0' 75' 150'
Scale: 1" = 150'
Lineal Units = U.S. Survey Foot

ABBREVIATIONS

P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
Sec.	Section
T.	Township
R.	Range
U.M.	Ute Meridian
Rec.	Reception
No.	Number
AKA	Also Known As

LEGEND

PL
Property Lines (Rec. No. 2572601)
Skinner (2773 C 1/2 Road)
Parcel Lines
Section Lines
Right-of-Way Lines

COLORADO LICENSED RENEE BETH PARENT 38266 05-20-2024 PROFESSIONAL LAND SURVEYOR

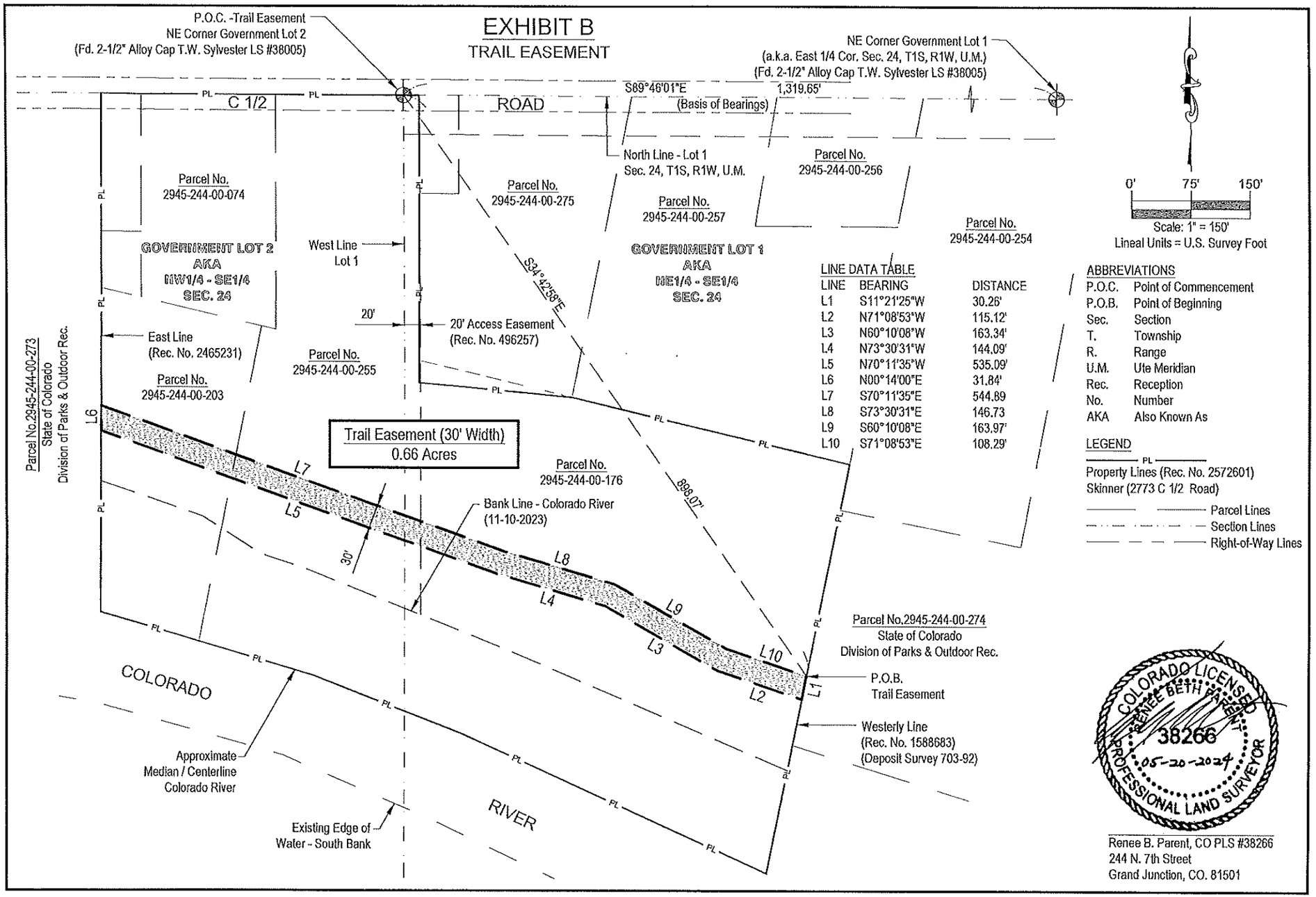
Renee B. Parent, CO PLS #38266
244 N. 7th Street
Grand Junction, CO. 81501

CITY OF Grand Junction COLORADO
Engineering & Transportation Department
244 North 7th Street - Grand Junction, Co. 81501

A portion of Government Lots 1 & 2
Section 24, T.1S., R.1W., Ute Meridian,
Mesa County, State of Colorado

Drawn By: NCW
Date: 05/20/24
Reviewed By: RBP
Approved By: TP

EXHIBIT B
TRAIL EASEMENT



LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S11°21'25"W	30.26'
L2	N71°08'53"W	115.12'
L3	N60°10'08"W	163.34'
L4	N73°30'31"W	144.09'
L5	N70°11'35"W	535.09'
L6	N00°14'00"E	31.84'
L7	S70°11'35"E	544.89
L8	S73°30'31"E	146.73
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COLORADO LICENSED
RENEE BETH PARENT
38266
05-20-2024
PROFESSIONAL LAND SURVEYOR

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A portion of Government Lots 1 & 2
Section 24, T.1S., R.1W., Ute Meridian,
Mesa County, State of Colorado

Drawn By: NCW
Date: 05/20/24
Reviewed By: RBP
Approved By: TP

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2024 by and between the CITY OF GRAND JUNCTION, a Colorado home rule municipality, ("City") and MESA COUNTY, COLORADO, a political subdivision of the State of Colorado ("County.") City and County are referred to collectively as the "Parties" and individually as a "Party."

RECITALS:

The Parties have been working together for more than four decades to establish a riverfront trail to provide recreation and transportation mobility options to those who live and work within the City and County and those who visit the area. A riverfront trail is constructed along the Colorado River as far west as 20 Road and extends to just east of the Las Colonias Park in Grand Junction. The City and the County along with the State of Colorado acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission, referred to hereinafter as the "State" have been working diligently over the last year to obtain one of the last remaining areas for a trail connection between 27½ Road and 29 Road. City and County are referred to collectively as the "Parties" and individually as a "Party." City, County and State shall be referred to collectively as "Partners."

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

The City intends to obtain from Gavin W. Skinner (deceased), Bennie Dick Skinner, and David Lee Skinner (collectively "Owners") a general warranty deed for the parcels located at 2767 C½ Road and 2773 C½ Road with parcel numbers 2945-244-00-255, 2945-244-00-203, 2945-244-00-074, and 2945-244-00-176 containing approximately 12.36 acres. Exhibit A attached hereto and incorporated herein is the legal description for the property to be obtained ("Property.") The Partners shall equally participate in the purchase of the Property.

The City shall grant a Conservation and Trail Easement to the State for approximately 5.19 acres and a life estate back to Bennie Dick Skinner in approximately 7.17 acres. The two areas do not overlap. The life estate is contemplated in the purchase price of the Property.

By the terms hereof and the signatures affixed hereto, the Parties represent that each is ready, willing and able to perform the services set forth in this Agreement with the appropriate approvals from the City Council and the County Commissioners.

NOW, THEREFORE, and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. The above Recitals set forth above are incorporated herein by reference and explicitly made a part of this Agreement.

2. **PURCHASE PRICE AND COSTS**: County shall provide the City $555,000.00 to purchase the fee title in the Property. The County's performance under this Agreement is conditioned on the City concurrently purchasing the fee title pursuant to the closing instructions agreed to by the Partners. City's performance is conditioned on the County and State each providing $555,000.00 towards the purchase price of $1,665,000.00. (The purchase price was determined after an appraisal of the Property and valuation of the life estate.) Each Partner shall also pay one-third of the direct acquisition's costs incurred including but not limited to: closing costs, title insurance, appraisal, phase I environmental, site assessment, and mineral assessment. Payment shall be made by the County at closing in the form of a cashier's check.

3. **AT CLOSING**:

   a. City shall convey to the State a Conservation and Trail Easement substantially in the form of Exhibit B attached hereto. The Conservation and Trail Easement shall be recorded immediately following the recording of City's general warranty deed.

   b. City shall execute the life estate conveyance to Bennie Dick Skinner. The life estate shall be recorded after the Conservation and Trail Easement.

4. **CLOSING**: The date and time of closing shall be by the mutual agreement of the Partners and Owners, but no later than 5:00 PM on December 31, 2024, at the offices of the title company.

5. **TERM**: The Parties' respective duties and obligations under this Agreement shall commence on the execution of the Agreement by both Parties and shall terminate on the sooner to occur of the Closing Date or December 31, 2024, except as otherwise provided in this Agreement.

6. **MAINTENANCE**: City, as owner of the Property, shall be responsible for the upkeep and maintenance of the Property, subject to the Conservation and Trail Easement. This provision shall survive the termination of this Agreement.

7. **DISPOSITION**: City will use the property for public purposes during the time of City's ownership and control of the Property. If the City transfers fee simple ownership of the Property or a portion of the Property to any other entity not formed or controlled by the City, the transfer shall include any necessary agreement(s) or deed restriction(s) to ensure the continued use of the transferred property for public purposes. If the City transfers fee simple ownership to any other entity not formed or controlled by the City for any purpose other than public purposes, the City shall pay to the County fifty percent of any amounts received in consideration for the transfer, less the value of any improvements on the portion of the Property transferred, less any costs incurred by the City to develop the Property and or subdivide the Property, less maintenance costs incurred by the City for the portion of the Property being transferred within the previous five years to the transfer. This provision shall survive the termination of the Agreement.

8. **TIME IS OF THE ESSENCE**: Time is of the essence hereof. If either Party is in default under this Agreement, the other Agreement shall have available to it all remedies at law and in equity.

9. **NOTICES**: Notices concerning this Agreement shall be made in writing and hand delivered to the addresses listed below:

City of Grand Junction	Mesa County
City Manager	County Administrator
250 North 5th Street	544 Rood Avenue
Grand Junction, Colorado 81501	Grand Junction, CO 81501
with a copy to	
Office of the City Attorney	Office of the County Attorney
250 North 5th Street	544 Rood Avenue
Grand Junction, Colorado 81501	Grand Junction, CO 81501

10. **HEADINGS**: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. **ENTIRE AGREEMENT**: The Parties acknowledge and agree that the provisions contained herein constitute their best understanding of the circumstances giving rise to this Agreement; however, each Party further acknowledges and agrees that alteration(s), amendment(s), change(s) or modification(s) to this Agreement may be made but the same shall be valid only if they are contained in an instrument, which is executed by both Parties with the same formality as this Agreement.

12. **CONSTRUCTION AGAINST THE DRAFTER**: In the event of an ambiguity in this Agreement, the rule of construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

13. **VENUE AND JURISDICTION**: This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, Mesa County, and Grand Junction; provided, that if there is a conflict between the laws, the laws of the State of Colorado shall govern. Any legal action shall be brought in the Mesa County District Court.

14. **COUNTERPARTS**: This Agreement may be executed in multiple identical original counterparts constituting one Agreement.

15. **THIRD PARTY ENFORCEMENT – NONE**: Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental, and do not create any rights for any third parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF GRAND JUNCTION

by: _____
Andrea Phillips, Interim City Manager

MESA COUNTY

by: _____
Bobbie Daniel, Chair
Board of County Commissioners

ATTEST:

by: _____
Mesa County Clerk to the Board

Grand Junction City Council

Regular Session

Item #6.b.

Meeting Date: July 3, 2024

Presented By: Jennifer Nitzky, Sustainability Coordinator

Department: Community Development

Submitted By: Jennifer Nitzky, Sustainability Coordinator

Information

SUBJECT:

A Resolution Adopting a Sustainability and Adaptation Plan

RECOMMENDATION:

Staff recommends approval of this request.

EXECUTIVE SUMMARY:

Staff have been working with consultants Design Workshop and Spirit Environmental to develop a Sustainability and Adaptation Plan for the City since May 2023. This plan is being developed in alignment with the One Grand Junction Comprehensive Plan and City Council's Strategic Outcome, Resource Stewardship.

This plan has Six Focus Areas:

1. Built Environment
2. Climate Resilience
3. Energy Stewardship
4. Waste Management
5. Water Conservation
6. City Leadership

This is a long-range plan that will help the environmental, social, and economic facets of this community with education and incentive-based approaches to change.

BACKGROUND OR DETAILED INFORMATION:

The Sustainability and Adaptation Plan for the City of Grand Junction will provide long-range goals to guide the community, partners, and the City towards more sustainable practices and policies. This plan complements the One Grand Junction Comprehensive

Plan to address social, environmental, and economic implications and opportunities for sustainability and adaptation in the region to ensure a healthy future for all community members. Staff have been working with consultants from Design Workshop and Spirit Environmental since May 2023.

Over the course of the last year, staff engaged with over 670 community members on the plan. Community members were engaged at pop-up events, in focus groups, during roadshow presentations, at two open houses, in technical workshops, and during steering committee meetings. The staff-recommended, council-approved steering committee convened with City staff seven times between July 2023- April 2024 and has provided input at every step of the process. Urban Trails Committee, Planning Commission, and the Forestry Board have all been presented to and are aware of the plan.

In November 2023, staff and consultants presented a Community Engagement and Current Conditions Snapshot to council to showcase the community-driven Focus Areas. After the Focus Areas were determined, community stakeholders and technical experts in different fields were convened to help generate ambitious, attainable, and locally relevant strategies for each section. Staff presented a draft plan to council on June 3, 2024, and have since incorporated council recommendations and public comment period comments into the attached document.

The Six Focus Areas and their respective goals are as follows:
1. Built Environment

- Goal 1: Balance Transportation Mode Share for Local Trips
- Goal 2: Encourage Innovative Site Design to Foster the Coexistence of Urban and Natural Environments
- Goal 3: Improve Community Access to Food

2. Climate Resilience

- Goal 4: Build Redundancy to Mitigate and Adapt to Natural and Social Hazards
- Goal 5: Maintain Current Air Quality Levels

3. Energy Stewardship

- Goal 6: Encourage Energy Efficiency in Buildings
- Goal 7: Foster Energy Independence

4. Waste Management

- Goal 8: Increase Recycling Rates within the City

- Goal 9: Reduce Waste to Landfill via a Circular Economy

5. Water Conservation

- Goal 10: Increase Water Conservation Education and Awareness
- Goal 11: Reduce Water Consumption from Landscape and Irrigation

6. City Leadership

- Goal 12: Integrate Sustainability Practices into City Leadership Efforts

Implementation matrices with specific actions related to prioritized strategies have been developed to help staff and partners with short- and medium-term implementation. This will be updated by staff on an annual basis.

FISCAL IMPACT:

This action does not have any direct fiscal impact.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 48-24, a resolution adopting a sustainability and adaptation plan.

Attachments

1. Steering Committee Letter of Support
2. GJSAP_100% Plan_240617
3. RES-SAP Adoption 20240703

Dear City Council Members,

On behalf of the Community Steering Committee, we are writing to express our support for the proposed Sustainability and Adaptation Plan. This forward-looking plan provides a comprehensive roadmap to promote resource stewardship, improve resilience, and ensure a livable and prosperous future for our city.

The initiatives outlined in the plan will yield tremendous benefits for our community. Prioritizing Energy Stewardship with clean energy and energy efficiency will reduce environmental impacts while lowering utility costs over the long run. Enhancing our Built Environment through public transit, walkability, urban greenery, and better access to food will improve air quality, public health, and quality of life for residents. Water Conservation education will help prolong the life of the Colorado River that Grand Junction's economy and riparian areas depend on. Waste Management practices will increase our diversion rates, and help generate a circular economy, making us a leader on the Western Slope. Ensuring that our community is Climate Resilient will protect our physical infrastructure and social fabric from the natural disasters we will likely face.

We are impressed by the inclusive and rigorous process that went into developing this plan. A diverse array of stakeholders, technical experts, and community voices all had a seat at the table to help outline achievable steps for local leaders and residents. The result is a pragmatic and actionable set of strategies tailored to our city's unique needs and circumstances.

Our committee firmly believes that adopting and implementing this Sustainability and Adaptation Plan is essential for the long-term well-being of our home. It will demonstrate our city's civic leadership while paving the way for sustainable growth, a healthy environment, a diverse economy, and a resilient future for all community members. We are eager to begin the implementation of this plan with strategies already coming to fruition, such as the Urban Heat Island Mapping Campaign.

We urge you to adopt the Sustainability and Adaptation Plan. Decisive action now will benefit current and future generations to come as we work together to create a truly sustainable, resilient, and thriving city. Thank you for your thoughtful consideration.

Sincerely,

SAP Community Steering Committee

SUSTAINABILITY AND ADAPTATION PLAN

CITY OF Grand Junction COLORADO

FINAL DRAFT PLAN
JUNE 2024

Image Credit: City of Grand Junction
Mount Garfield and Colorado River Valley

LETTER FROM THE MAYOR

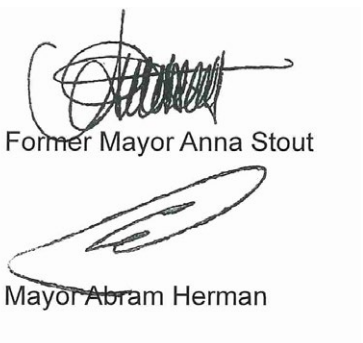
Nestled amidst the vibrant landscape of Western Colorado, Grand Junction is a city unlike any other. Our community's unique blend of history, natural beauty, and local identity sets us apart as a city cherished by residents and visitors alike. As the current and former Mayors of Grand Junction, it is our pleasure to share with you the City of Grand Junction's first Sustainability and Adaptation Plan. This Plan signifies a pivotal milestone in our journey towards a more sustainable future, and a community ready to adapt to future challenges and needs. While we can take pride in our past accomplishments, this Plan outlines our vision and strategies for ensuring a stable future for generations of Grand Junction residents to come.

As we navigate the challenges posed by climate change, population growth, and resource management, it is critical that we take proactive measures to safeguard our environment, enhance our quality of life, and promote economic prosperity. The Sustainability and Adaptation Plan serves as a roadmap to achieve these objectives in an effective and inclusive manner.

This Plan reflects our commitment to resource stewardship and the preservation of a high-quality life for all who live, work, and play in Grand Junction. It is the product of productive collaboration between community stakeholders, experts, and City employees, as well as extensive outreach throughout the community. Through this collaborative effort, we have developed practical and actionable strategies that reflect the priorities and aspirations of our community.

As we confront future challenges, the Sustainability and Adaptation Plan empowers us to leverage our strengths and build upon our successes. Together, we can keep Grand Junction a vibrant and thriving city for all.

Sincerely,



Former Mayor Anna Stout

Mayor Abram Herman

ACKNOWLEDGEMENTS

Many thanks to everyone who was involved in the development of this Sustainability and Adaptation Plan.

City Council

Abe Herman, Mayor, Former Mayor Pro Tem

Randall Reitz, Councilmember, Mayor Pro Tem

Anna Stout, Councilmember, Former Mayor

Scott Beilfuss, Councilmember

Cody Kennedy, Councilmember

Jason Nguyen, Councilmember

Dennis Simpson, Councilmember

City of Grand Junction Staff

Andrea Phillips, Interim City Manager

Greg Caton, Former City Manager

Jenny Nitzky, Sustainability Coordinator

Cassidy Grady, Sustainability Fellow

Darin Graber, Former Sustainability Fellow

Community Steering Committee

Ana Hinojosa Pasillas

Jeff Purdy

Ray Pilcher

Ian Moore

Brad McCloud

Heather Croshaw

Laurel Cole

Danielle Sterle

Kenneth Scissors

Victor Ketellaper

Tawny Espinoza

Lindsey Knecht

Hogan Peterson

Chelsie Miera

Erica Evans

Susan Kiser

Kate Jaquith

Val Stow

Will Raley

Ashley Jellison

Prepared by

Design Workshop

Anna Laybourn, Principal-in-Charge

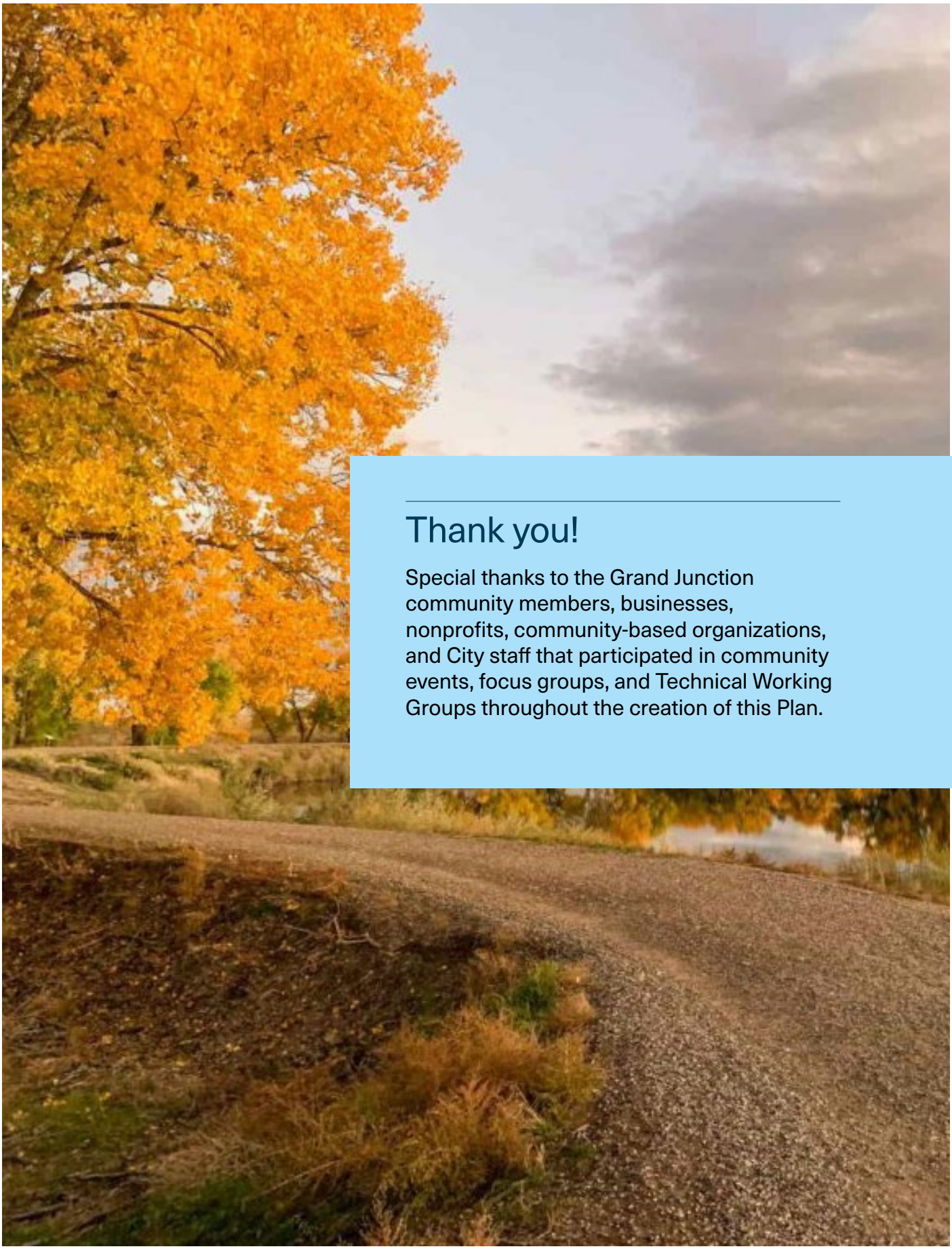
Alison Cotey, Project Manager

Emily Burrowes, Planner

Spirit Environmental

Conor Merrigan, Senior Principal

Bekah Bailey, Project Consultant



Thank you!

Special thanks to the Grand Junction community members, businesses, nonprofits, community-based organizations, and City staff that participated in community events, focus groups, and Technical Working Groups throughout the creation of this Plan.

Image Credit: City of Grand Junction
Trails in Fall

Image Credit: City of Grand Junction
Downtown Grand Junction

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Image Credit: City of Grand Junction
Grand Junction Mural
Artist Credit: TJ Smith and Danielle Sterle

1 Introduction

Chapter 1 provides foundational information regarding the purpose and context for this Plan. This chapter includes:

- **Plan Process:** A summary of the process of developing this Plan.
- **Plan Organization:** A guide to understanding the structure and terminology of this Plan.
- **Focus Areas and Goals:** An introduction to the Focus Areas and Goals which are further described in Chapter 3.
- **Dashboard:** A summary of Key Performance Indicators (KPIs) and their baseline measurements and targets.

Please see the Glossary section at the end of this document for definitions of terms.

ABOUT THIS PLAN

Grand Junction is the largest city in the region, located at the confluence of the Colorado and Gunnison Rivers, and is set among the Colorado National Monument, Grand Mesa, and Book Cliffs (Figure 1). This rural and urban interface positions the City to lead Colorado's Western Slope in supporting natural and built environments with a plan for sustainability and adaptation. Sustainability recognizes the imminent need to maintain or preserve social, economic, and environmental resources. Adaptability is the critical capacity to adjust to changing circumstances in the natural and built environment. Together, adaptability and sustainability are the heart of ensuring a prosperous future for the Grand Junction community.

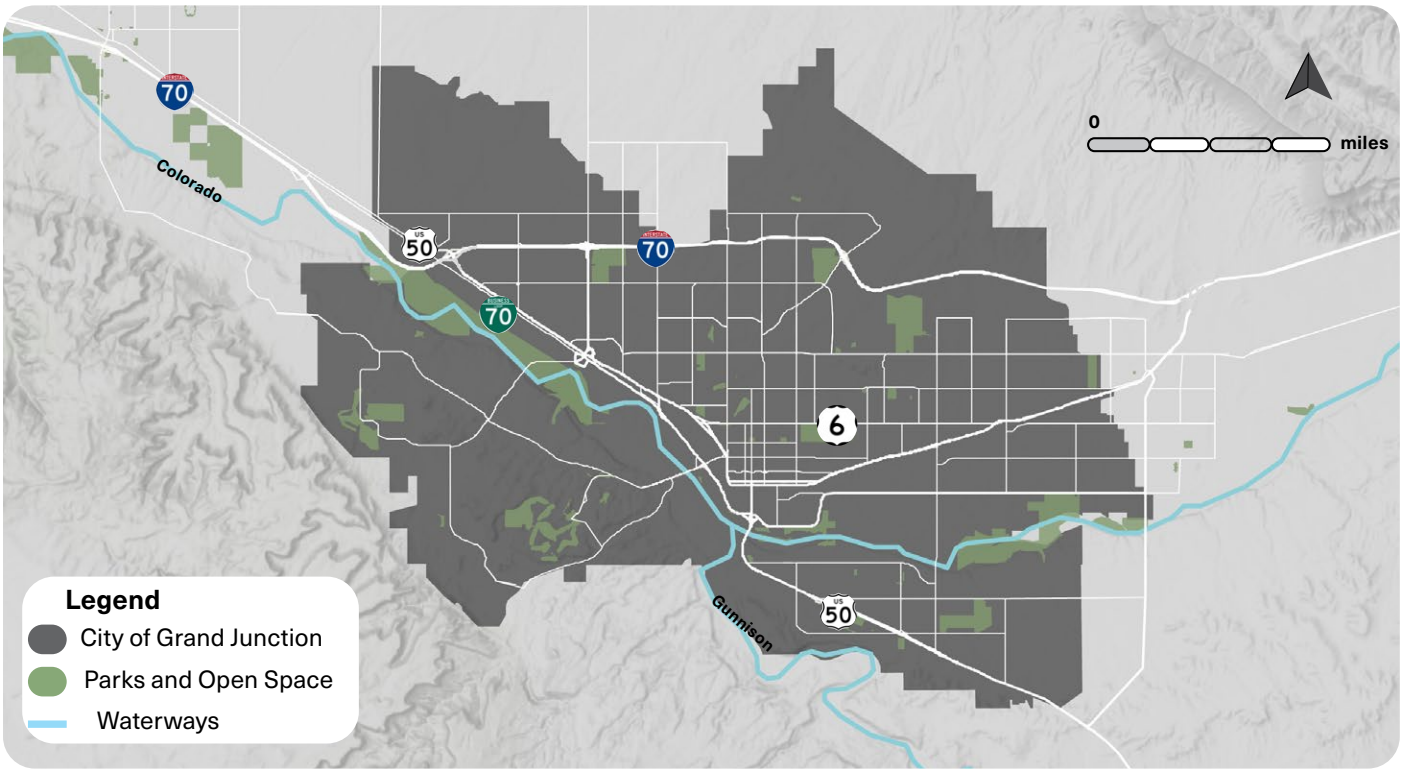


Figure 1: *Map of Grand Junction*

Purpose of this Plan

The Sustainability and Adaptation Plan (the Plan) is organized around six Focus Areas, each of which provides long-range Goals, Strategies, and Priority Actions to foster sustainable practices. This Plan aligns the City of Grand Junction, collaborative partners, and community members to work together to achieve shared goals. It addresses the changing climate, prepares for economic shifts, and complements the 2020 One Grand Junction Comprehensive Plan. The recent introduction of the Dual Stream Recycling Program, Electric Vehicle Readiness Plan, Urban Forestry Management Plan, Housing Strategies, Pedestrian and Bicycle Plan, Regional Water Efficiency Plan and Greenhouse Gas Emissions Inventory set a strong foundation for this effort and demonstrate the City's ambition to lead in resource stewardship.

This Plan...

Defines what 'Sustainability' and 'Adaptation' mean for the community members of Grand Junction.

Addresses environmental issues including water, heat, drought, and natural resource conservation.

Provides an actionable and data-driven path forward to address social, environmental, and economic goals.

Makes provisions for a high quality of life for current and future generations.

Plan Process

This Plan creation took place in five phases as shown in Figure 2. Each phase is built upon a foundation of data to ensure reliability and accountability. The project team initiated the effort with a kick-off meeting in May of 2023. The first phase, Project Understanding, included the creation of project management plans, focus group conversations, and research to establish a baseline understanding. The second phase, Initiate and Describe, gathered input from the community to develop the Focus Areas. The third phase, Evaluate and Target, developed draft Goals and Strategies that were shared at a community open house. Following this feedback, phase 4, Prioritize and Implement, refined the Strategies through implementation workshops and the creation of the Plan. This draft Plan was shared online, at a community open house, and vetted with City Council for adoption.

Figure 2: *Process Diagram*

PLAN ORGANIZATION

This Plan is organized into four chapters. Chapter 2 outlines the community engagement that informed Plan outcomes. Chapter 3 dives deeper into context, Goals and Strategies for each of the six Focus Areas. Chapter 4 identifies Priority Actions for the City.

Focus Areas (I-VI)

Each of the six Focus Areas identifies an opportunity to achieve a more sustainable future. Each Focus Area includes background information and an aspirational statement of what the City hopes to achieve.

Goals (1-12)

A Goal provides a clear objective, expressing the overarching purpose and intention. The Goals are measured by Key Performance Indicators.

Key Performance Indicators (KPIs): KPIs provide benchmarks for measuring progress in each Focus Area. These high-level indicators are based on national best-practices to enable ease of comparison for decision-making and public education. They include a baseline measurement and target.

Strategies (a-z)

The Strategies in Chapter 3 are a tactic or broad approach for how to achieve the Goals.

Equity Impacts: Some of the Strategies identify equity impacts, highlighting opportunities for increased social, environmental, and economic equity and/or considerations to ensure that future actions remain accessible and effective for all members of the community.

Priority Actions (A-VV)

The Implementation Priorities Matrices (IPM) in Chapter 4 identify key actions that are most urgent or impactful for the City to address. These provide a roadmap for how the City will allocate resources, deploy efforts, and adapt to changing circumstances, ensuring a structured and intentional path.

Supplemental Performance Measure (SPM): Aligns with each Priority Action to track and monitor progress over time.

Lead Department: These departments are responsible for leading and reporting Priority Actions.

Partnerships: These identify who are supporting parties or potential collaborative partners.

Timing: Timing horizons are a proposed or aspirational timeframe to completion.

Resources: These are supportive resources to implement the Priority Actions.

LEED for Cities

LEED for Cities metrics are strategically utilized for as KPIs and SPMs given their status as national best practices, ease of performance tracking, and use for benchmarking.

Figure 3: *Plan Organization*

FOCUS AREAS AND GOALS

The Plan is organized around six Focus Areas. Figure 4 below summarizes the Focus Areas in relationship to their 12 Goals. This graphic indicates the inherent overlap and intersection of the Focus Areas, with City Leadership at the center.

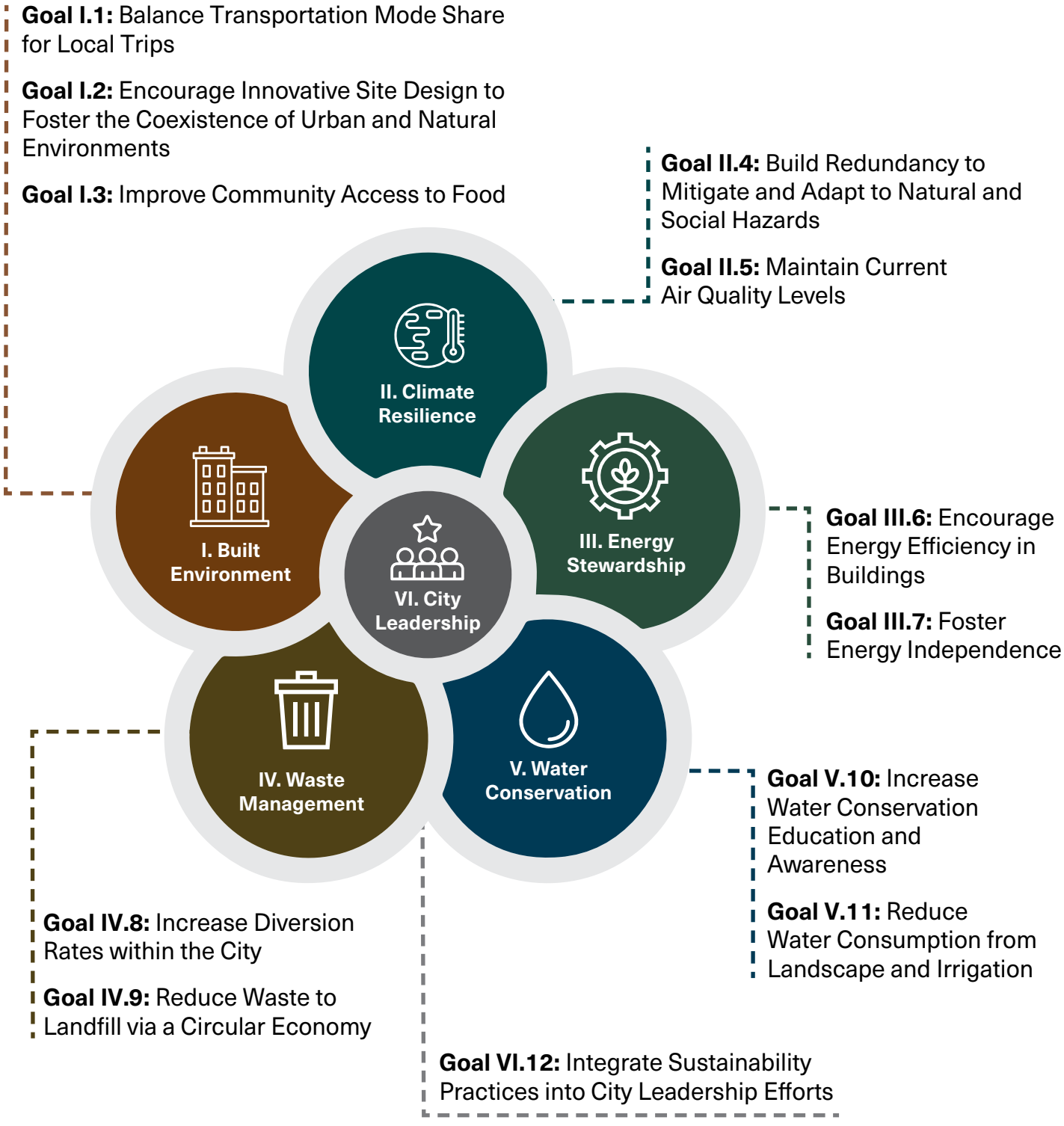


Figure 4: *Focus Areas Diagram*

DASHBOARD

The dashboard is a visual communication tool for managing Goals and Strategies. This is a tool for monitoring progress and tracking performance over time. Dashboard trends data will be used to inform decisions and communicate outcomes with transparency. The baselines and targets are outlined in Chapter 3. For additional supplemental performance measures see Chapter 4.

	BASELINE	TARGET
Goal I.1: Balance Transportation Mode Share for Local Trips **KPI:** Automobile, pedestrian, bicycle travel, and transit trips	92.5% Automobile use 6.1% Pedestrian 1.4% Bicycle In 2023 there were 580,236 unlinked passenger bus trips	Increase share of pedestrian and bicycle trips for local travel Increase number of unlinked passenger bus trips
Goal I.2: Encourage Innovative Site Design to Foster the Coexistence of Urban and Natural Environments **KPI:** Access to services, amenities, and green spaces, especially by foot and bike	Walk Score® = 32 Bike Score® = 55	Increase Walk Score® and Bike Score® to ensure adequate and equitable access for all users who walk, roll, and/or cycle
Goal I.3: Improve Community Access to Food **KPI: Grand Junction population residing in food deserts**	Six census tracts identified as food deserts as of the most recent data set (2019)	Ensure all City residences are within one mile of a grocer, market, or reliable food source, including fresh produce
Goal II.4: Build Redundancy to Mitigate and Adapt to Natural and Social Hazards **KPI:** Inventory of community resiliency capabilities	Inventory complete for City facilities per LEED for Cities	Complete inventory then share and maintain updated inventory
Goal II.5: Maintain Current Air Quality Levels **KPI:** Air quality	Median Air Quality Index (AQI) 44	Aim for more days in the year to fall within the *good* AQI category
Goal III.6: Encourage Energy Efficiency in Buildings **KPI:** Total building-related greenhouse gas (GHG) emissions per capita	7.00 metric tons of CO_2e (carbon dioxide equivalent) per year per capita	Reduce total building-related GHG emissions per capita

BASELINE	TARGET	
Total rooftop solar capacity = 15,742 kW	Install additional solar energy modules	**Goal III.7: Foster Energy Independence** **KPI:** Total installed solar capacity
5.8% diverted from landfill via compost and recycling	Increase diversion rate	**Goal IV.8: Increase Diversion Rates within the City** **KPI:** Total waste diversion community-wide
1.35 tons per capita per year	Reduce annual waste inflow at landfill	**Goal IV.9: Reduce Waste to Landfill via a Circular Economy** **KPI:** Total landfill waste per capita
69 gallons per day per capita	Reduce by 1.4% per year in alignment with the Regional Water Efficiency Plan	**Goal V.10: Increase Water Conservation Education and Awareness** **KPI:** Indoor and outdoor water consumption
34 gallons of outdoor water consumption per capita per day in the summer months	Reduce summer outdoor water consumption	**Goal V.11: Reduce Water Consumption from Landscape and Irrigation** **KPI:** Outdoor water consumption
Adopted Plan and baseline measures	Refresh the Implementation Priorities Matrices	**Goal VI.12: Integrate Sustainability Practices into City Leadership Efforts** **KPI:** Annual updates of the Implementation Priorities Matrices

The KPIs and SPMs identified in the Plan have been established by the City or a partner organization. Where KPIs or SPMs have not yet been established, directional targets (such as increase or decrease) are proposed. The City will evaluate and establish specific KPIs or SPMs when possible as the Plan implementation cycle moves forward and baselines and trends can be established.

Image Credit: Facilitron
Aerial View of Downtown Grand Junction

2 Current Understanding

Chapter 2 presents the community context that informed this Plan's Goals and Strategies. This chapter includes:

- **Community Context:** Key facts about the Grand Junction community composition. This is followed by a summary of how community members defined *sustainability* for Grand Junction.
- **Previous Efforts:** A description of previous City efforts that serve as a foundation for this Plan.
- **Community Engagement:** A review of the methods and feedback that informed this process.

COMMUNITY CONTEXT

Who is the Grand Junction Community?

69,412 population

159,681 people live in Mesa County
5,877,610 people live in Colorado

(Source: V2023 U.S. Census Bureau QuickFacts: Mesa County, Colorado; Grand Junction city, Colorado)

2.24
people per household

↓ Mesa County has 2.4 people/household
↓ Colorado has 2.49 people/household

(Source: US Census Bureau, 2010-2023 American Community Survey, ESRI)

1.32%
annual population growth rate from 2010-2023

↑ Higher than Mesa County (0.65%)
↓ but similar to Colorado (1.21%)

(Source: V2023 U.S. Census Bureau QuickFacts: Mesa County, Colorado; Grand Junction city, Colorado)

35.2%
have a bachelor's degree

$62,933
median household income

↓ Lower than both Mesa County ($68,677) and Colorado ($87,598)

(Source: V2023 U.S. Census Bureau QuickFacts: Mesa County, Colorado; Grand Junction city, Colorado)

92.6%
have a high school diploma

(Source: 2022 American Community Survey)

KEY UNDERSTANDING:

The number of Grand Junction residents continues to increase
(Source: US Census Bureau, 2010-2023 American Community Survey, ESRI)

The daytime population of Grand Junction increases to 73,895 people during the weekday due to inbound commuters
(Source: LEED for Citites 2021)

12.6% of Grand Junction households have incomes below the national poverty threshold
(Source: US Census Bureau, 2023 American Community Survey, ESRI)

Figure 5: *Community Demographics*

The Importance of Equity to Sustainability

We began the planning process by asking the community what the terms *sustainability* and *resilience* mean for Grand Junction. We heard that adaptability to changing environmental and social conditions is critical for the longevity of the community. Community members also expressed a desire to maintain affordability, manage local resources, improve health, and achieve a high quality of life. The word cloud figure below includes additional words or short phrases provided by community members to describe these terms.

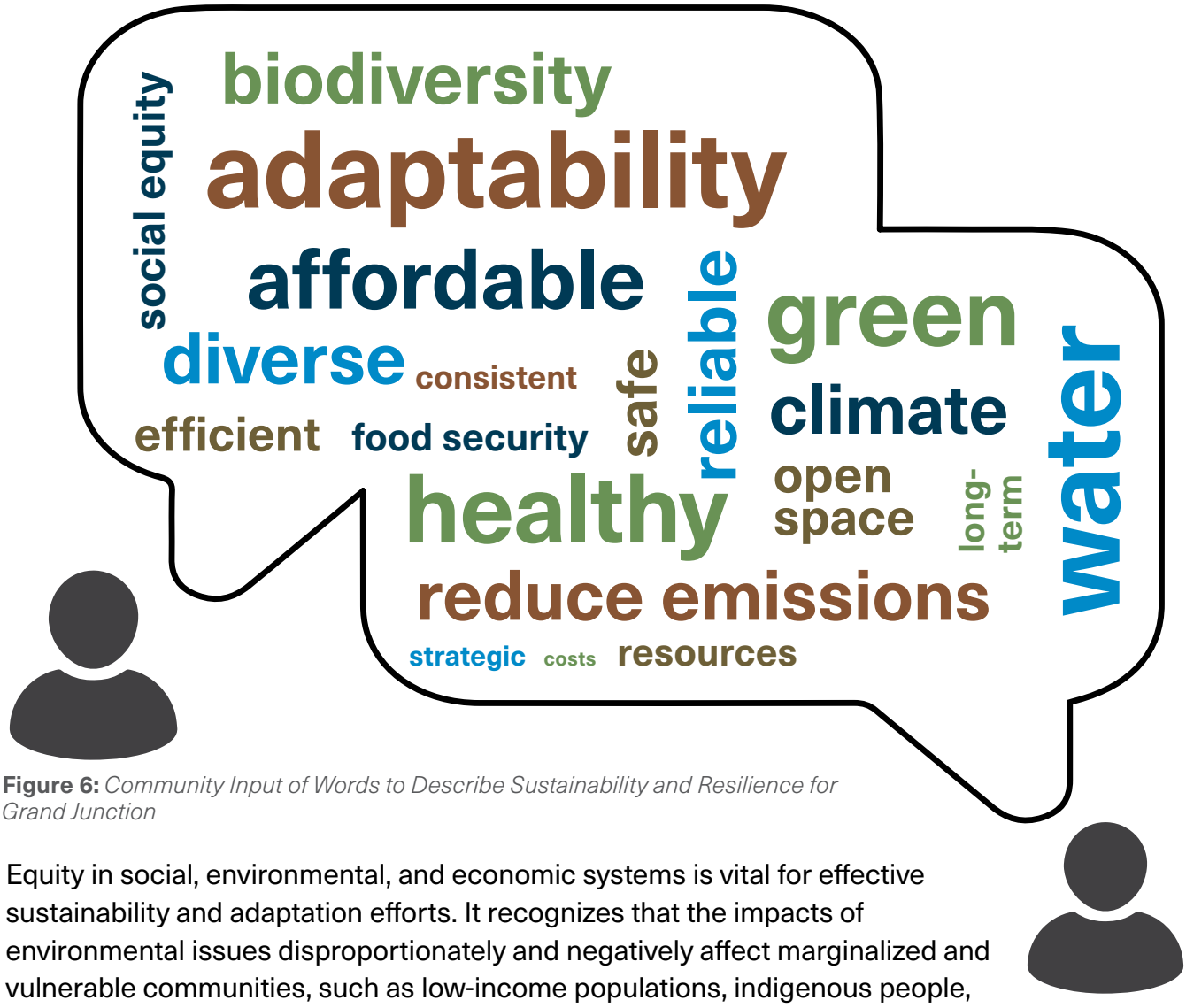


Figure 6: *Community Input of Words to Describe Sustainability and Resilience for Grand Junction*

Equity in social, environmental, and economic systems is vital for effective sustainability and adaptation efforts. It recognizes that the impacts of environmental issues disproportionately and negatively affect marginalized and vulnerable communities, such as low-income populations, indigenous people, people of color, and individuals with disabilities. These communities often face greater exposure to environmental hazards, have limited resources to mitigate risks, and experience barriers to accessing essential services and support. Achieving equity requires that we ensure these communities have a voice in decision-making processes and access to necessary resources, which will facilitate a more equitable distribution of benefits and burdens. Social, environmental, and economic equity are often interrelated or inextricable when creating inclusive solutions for sustainability and adaptation that address the needs of all people.

PREVIOUS EFFORTS

The City of Grand Junction has taken tangible steps to become a more sustainable city. The plans and efforts described below set a strong foundation to build upon.

2018

Waste Diversion Efforts

Since 2018, waste diversion efforts in the City and County have increased recycling by 75% and composting by 5%. *(Source: GHG Inventory Report and Results, City of Grand Junction)*

"Dual-stream recycling was introduced in 2023 and is set to expand across the city. It includes a choice of sizes for landfill waste, with smaller containers costing less, and two separate recycling bins for containers and fiber products at no additional cost. Recycling in this program is picked up twice per month. The multi-stream recycling program, which was only picked up once per month, is being phased out." *(Source: Beck, Kym. Waste Management for Grand Junction. 24 Aug. 2023)*

2024

LEED for Cities Silver

Grand Junction was awarded LEED for Cities Silver certification after winning grant funding and technical assistance to participate in the LEED for Cities Leadership Program.

2023

Grand Junction Regional Water Efficiency Plan

Following the 2012 Grand Valley Regional Water Conservation Plan, the Grand Junction Regional Water Efficiency Plan outlines Grand Junction's efforts to reduce water system losses, initiate a graywater program, and improve irrigation systems. The DRIP program provided a water conservation campaign including educational materials and resources for the community. These recent efforts have reduced residential sector water demand by 1.4% annually.

Figure 7: *Existing Plans Diagram*

2022

City of Grand Junction Community Greenhouse Gas (GHG) Inventory and Recommendations Report and GHG Reduction Roadmap

The State Climate Action Plan calls for the reduction of statewide GHG pollution by 90% by 2050.

The City has launched several initiatives to reduce GHG emissions via energy procurement and production. The City subscribes to three solar farms to help offset the electricity usage at different facilities and produces on-site solar-generated electricity at six different facilities. The City and Grand Valley Transit have also transitioned many of their vehicles to be powered by Compressed Natural Gas (CNG) some of which comes from bioCNG from the Persigo Wastewater Treatment Facility.

2023

Grand Junction Pedestrian and Bicycle Plan

Adopted in May 2023, this plan identifies investments and strategies to achieve the vision of Grand Junction as a city where people of all ages and abilities can safely and conveniently walk, roll, and bike on a connected network of well-maintained infrastructure for transportation or recreation.

2023

Grand Junction Electric Vehicle Readiness Plan

Adopted in 2023, the Electric Vehicle plan stresses the importance of Grand Junction to the I-70 corridor and the role of equitable electric mobility in the future.

2023

Urban Forestry Management Plan

As of 2019, tree canopy covered about 13% of the city, mostly in single-family neighborhoods.

The plan seeks to diversify the tree canopy, using drought-tolerant species, and address damage from tree-boring insects.

COMMUNITY ENGAGEMENT

Development of the Plan has been a process of deep listening and seeking innovative solutions to address issues facing the community. Community members and stakeholders provided insight into how to tailor this Plan to fit the needs and values of the Grand Junction community. Hearing from diverse perspectives, including youth and other traditionally underrepresented populations, was critical for creating an equitable plan. To garner community input, focus groups, open houses, pop-up events, and roadshow presentations were held throughout the process (Figure 8). Stakeholders shaped Plan Goals and Strategies through meetings with the Community Steering Committee and Technical Working Groups. City Council was engaged at key milestones. Virtual engagement was also encouraged via the City's Engage GJ webpage.

Community engagement aimed to meet a diversity of residents.

Engagement Process

ENGAGEMENT WINDOW #1: INITIATE & DESCRIBE

- Focus Group Listening Sessions
- Community Conversations at Pop-Up Events
- Steering Committee Meeting #1
- Community Roadshows
- Council and Planning Commission Presentation

ENGAGEMENT WINDOW #2: EVALUATE AND TARGET

- Steering Committee Meeting #2
- Community Open House
- Technical Working Groups/Steering Committee Meeting #3
- Community Roadshows
- Council Presentation

ENGAGEMENT WINDOW #3: PRIORITIZE, IMPLEMENT, & COMMUNICATE

- Implementation Workshops/Steering Committee Meeting #4
- Community Open House
- Council Presentation

Figure 8: *Engagement Process*

118 Pop-up Event Participants

Pop-up events took place at the farmers market, school events, and library events in the summer of 2023. These were important to meet the community where they are and engage a broad spectrum of participants.

63 Focus Groups Participants

The team conducted 11 focus group sessions in July, 2023. More than 100 topical experts and local representatives were invited to share their insights and perspectives.

335 Community Roadshow Participants

From January to April 2024, staff presented to over 18 organizations at community roadshows. Attendees gave feedback on Focus Areas, Goals, and Strategies.

Who did we hear from?

672

Community Members

70 Open House Participants

A community open house took place at the Lincoln Park Barn in November, 2023. This event included four stations for attendees to talk with the project team and share their suggestions for Plan Strategies. A second community open house took place on Earth Day in April, 2024 to share the Public Review Draft Plan.

20 Steering Committee Members

A City Council-approved Community Steering Committee provided input at four meetings to inform the direction of this Plan.

66 Technical Working Groups Participants

Five Technical Working Group meetings took place in January, 2024. Participants were asked to review, revise, add, or remove Goals and Strategies and identify where the City should focus action. The Technical Working Groups met again in March, 2024 for implementation workshops to refine the Priority Actions.

Figure 9: *Engagement Summary*

COMMUNITY ENGAGEMENT

"...to have resources for the future."

- Community Comment from Farmers Market Pop-Up Event in response to "Why is Sustainabilty and Resilience Important?"

"…. to ensure that Grand Junction thrives and make sure that Grand Junction is healthy."

- Student Comment R5 Pop-Up Event in response to "Why is Sustainabilty and Resilience Important?"

Farmers Market Pop-Up Event, Sept. 7, 2023.

Pop-Up Events

Method: In-person engagement activities were conducted at five community event booths. Community members with diverse interests shaped the Plan via interactions with tabling events to identify issues and share opportunities. Input was collected from 118 participants of various ages, neighborhoods, and interests. Participants were asked about hopes and dreams for the future of their community. These answers provided insights into what the community would like the Plan to address.

Understanding: When asked to define what sustainabilty and resilience mean to the community, common responses included adaptability and equity. Water conservation, energy stewardship, waste management, and hazard resilience ranked highest among participant priorities. Additional topics identified as important by the community included food access, affordable and safe housing, and flexibility to adapt to changing social and environmental conditions.

Focus Groups

Method: Focus group meetings devoted time to discussion and listening early in the Plan creation process. In all, more than 60 participants attended one of the eleven sessions, including City of Grand Junction staff and subject matter experts. The objectives were to gain a better understanding of concerns and opportunities as well as gather input about what is working and what improvements are desired.

Understanding: Figure 10 indicates water conservation was the most common concern of the participants. The region's scarce precipitation and recent drought and temperature changes have raised awareness of

the importance of conserving water. Participants pointed out the importance of water to public health, the local economy, and quality of open spaces. Additionally, energy was identified as a topic of high priority with attention to building practices that are reliable and affordable. Other focus group suggestions included education and programs to get involved and promote sustainable lifestyle choices for residents, especially around transportation alternatives, recycling, and composting.

Community Roadshows

Method: The Community Roadshows convened a wide variety of local organizations to build awareness. City staff presented the draft Focus Areas of the Plan and examples of relevant Strategies. Following the presentation, staff provided business cards containing a QR code for attendees to submit feedback and ideas online.

Understanding: Roadshow participants' feedback was requested to offer suggestions and voice concerns early in the Plan's development, when the Strategies were still flexible and input could be easily incorporated. The input received aligned with feedback from the other engagement methods.

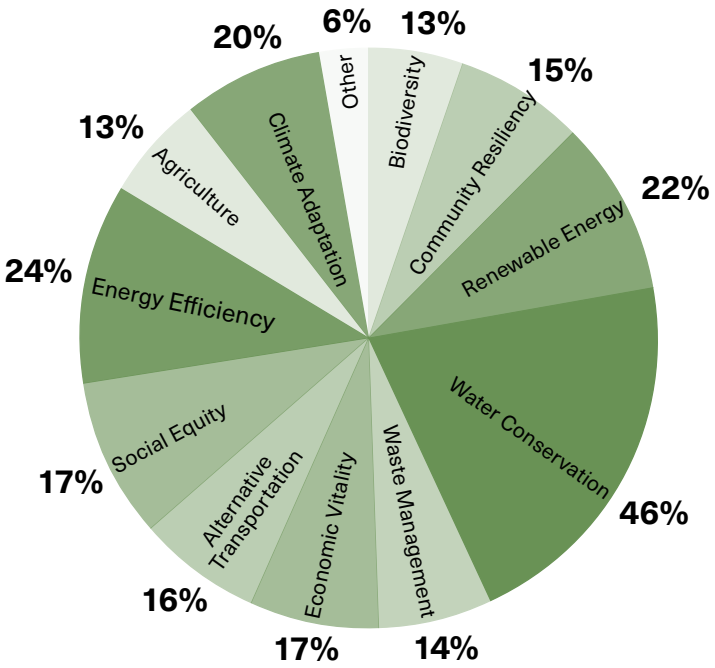


Figure 10: *This graph displays a composite of the focus group participants' prioritization of topics for the Plan. Water conservation, energy, and climate adaptation were the most selected by Focus Group participants.*

Community Roadshow Event, 2023 and 2024

COMMUNITY ENGAGEMENT

> *"We need more protected bike lanes through the City."*
>
> *- Community Comment from Community Open House*

Community Open House

Method: On November 16th, 45 participants attended a community open house. Participants learned about the Plan process and baseline conditions, and suggested ideas for projects and actions. Community participants demonstrated their preferences, priorities, and desired actions by placing dots and posting sticky note comments on information boards. A follow up open house took place on April 21, 2024 with 25 participants in attendance.

Understanding: The open house revealed a strong desire from the community to support sustainable activities, both by individual community members and by the City. Popular ideas included native and drought-tolerant landscaping, efficiency in irrigation, and alternatives to lawns. Education and programs were suggested regarding recycling and composting, improved home appliance efficiency, and opportunities for solar energy at the residential scale. Support was also expressed for increased density to address housing affordability and streetscape improvements that promote walking and biking. This feedback informed the development of the Plan Strategies.

> *"There's a lot of food waste. Grand Junction needs to promote home composting."*
>
> *- Community Comment from Community Open House*

> *"Encourage native plants in all landscaping, not just xeriscaping."*
>
> *- Community Comment from Community Open House*

Community Open House Event, Nov. 16, 2023.

Community Steering Committee

Method: The Steering Committee was selected by staff and approved by City Council, which includes representatives from local organizations such as conservation groups and local businesses. The Steering Committee met five times throughout the process to guide and direct the Focus Areas, provide input on Goals, and prioritize Strategies.

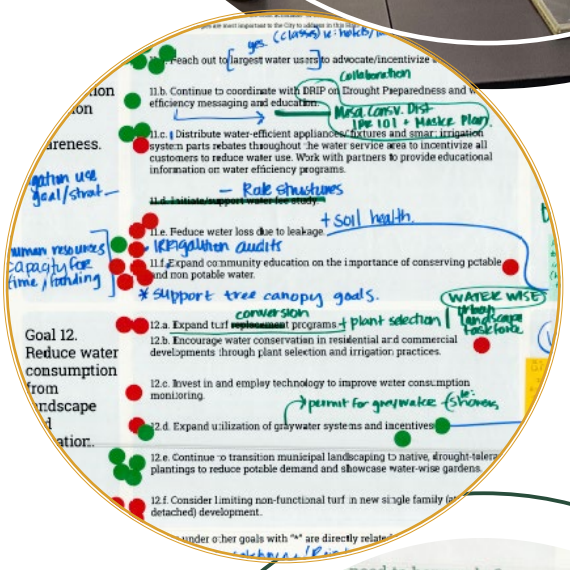
Understanding: The Steering Committee offered guidance to directly inform the development of a Plan that is representative of the Grand Junction community.

Technical Working Groups

Method: The Technical Working Groups included representatives from City staff and local agencies such as water districts, utility providers, developers, and non-profit organizations. Throughout one day, over 60 participants, including Community Steering Committee members, provided in-depth discussion and refinement of draft Goals and Strategies.

Understanding: These conversations were an opportunity for subject experts to converse on what is working, where to make improvements, prioritize future actions, and identify resources and partnerships for implementation.

The group reconvened for an implementation workshop in March to discuss how feedback was incorporated and refine the Priority Actions found in Chapter 4.



Technical Working Groups, Jan.18, 2024.

Image Credit: City of Grand Junction
Community Engagement Farmers Market Pop-Up Event

3 Goals and Strategies

Chapter 3 provides a long-term vision regarding sustainability and adaptation in Grand Junction. This chapter includes:

- **Focus Areas:** The six Focus Areas are Built Environment, Climate Resilience, Energy Stewardship, Waste Management, Water Conservation, and City Leadership. The Focus Areas provide the structure for this Chapter.
- **Goals**: Delineate the objective within each Focus Area to provide a clear purpose.
- **Strategies:** Potential pathways to achieving these Goals are suggested through Strategies. Strategies are tactics or broad approaches for how to achieve the Goals over the next decade.

The Focus Areas, Goals, and Strategies were developed from community feedback, analysis, focus group conversations, Technical Working Groups, and Community Steering Committee direction.

INTRODUCTION TO GOALS AND STRATEGIES

Each of the six Focus Areas include content organized as shown in Figure 11. The Focus Areas are framed with aspirational statements, background information, and current measures. The twelve Goals and their supporting Strategies are the heart of the Plan. Progress towards the Goals is measured through the provided Key Performance Indicators (KPI).

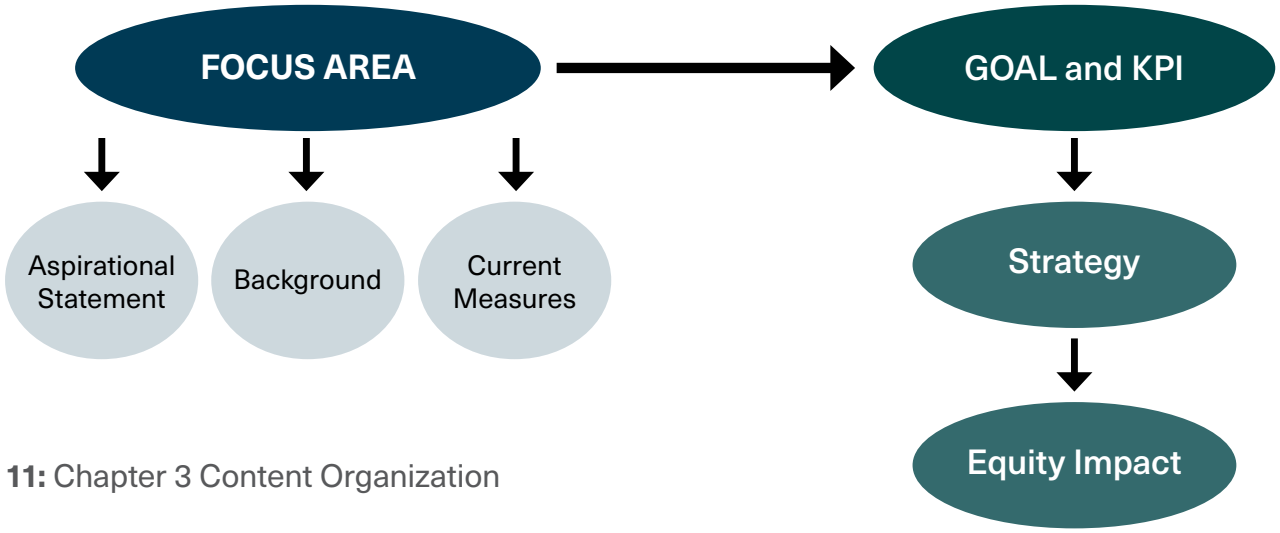
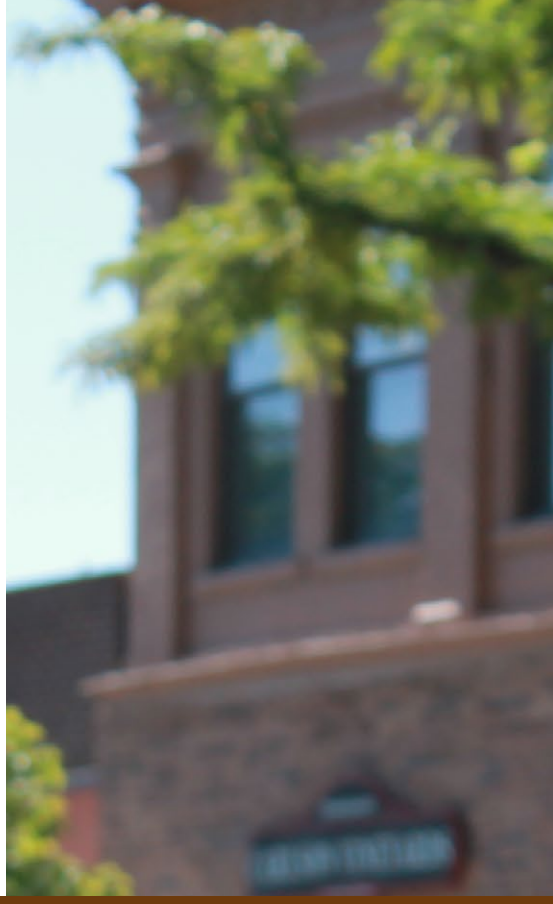


Figure 11: Chapter 3 Content Organization

- Each goal includes a Key Performance Indicator (KPI) and a directional target for how to measure success.
- Where applicable, equity impacts are described for consideration.
- Strategies with an asterisk (*) highlight a direct relationship to greenhouse gas (GHG) emissions reduction.
- Order/numbering of Strategies and/or Priority Actions does not indicate the order of importance.

FOCUS AREA I



Built Environment

Built Environment targets community design that enables sustainable, efficient, and accessible transportation, housing, goods and services to meet Grand Junction's specific needs while protecting natural resources.

Aspirational Statement

We aim to be a more responsible and sustainable community by transforming the design of our built environment to fit the needs of all community members and improve community health. We promote responsible public investment in the development of safe and connected facilities to encourage multiple modes of transportation and reduce vehicle miles traveled. We encourage innovative site design that promotes efficient use of land and protection of the natural environment.

Image Credit: City of Grand Junction
Downtown Grand Junction

BUILT ENVIRONMENT

BACKGROUND

The built environment addresses the physical attributes of a city, interwoven with environmental, social, and economic principles. Urban design and expanded multimodal transportation choices contribute to enhanced safety and decreased emissions. Building design and development patterns have implications for urban heat island effect and vehicle miles traveled (VMT). These are some of the built environment considerations to foster a vibrant community with a high quality of life for everyone.

A mix of uses and infill development support sustainable lifestyle choices for community members. By increasing housing choices, multimodal transportation options, and the integration of nature into public spaces, the built environment becomes more welcoming. The One Grand Junction Comprehensive Plan identifies three tiers to direct planning decisions, the first of which is Tier 1, focused on infill development.

The sprawling nature of Grand Junction has evolved to support a car culture. Walk Score ratings extend from zero (completely car dependent) to 100 (daily errands do not require a car); Grand Junction's current Walk Score® of 32 falls into the 25-49 range of a car-dependent community. The Greenhouse Gas (GHG) Inventory and Recommendations Report indicates that vehicle exhaust is one of the largest contributors to air pollution in the region. Improvements to biking and walking infrastructure promotes alternative transportation and improved quality of life. A stronger emphasis on pedestrian design can help reduce car use, encourage more person-to-person connections, and mitigate air pollution.

Trees and vegetation provide multifaceted benefits to human health and the environment. This includes improving air quality and moderating effects of sun, rain, and wind. The current urban tree canopy is concentrated in the core of the city, with lower-income and peripheral areas having less access to shade and other benefits that a healthy tree canopy provides.

Definitions

Road Diets:
Reallocation of space on existing roadways to improve safety, accommodate multiple modes of transportation, enhance the livability of communities, and promote active transportation. Typically involves reducing the number of travel lanes, narrowing lanes, adding or enhancing bicycle lanes or facilities, and/or implementing traffic calming measures.

LEED BASELINE (2021)

25.7 Vehicle Miles Traveled (VMT)

Miles per day per capita travelled in 2021.

VMT is a measure used to quantify the total distance traveled by all vehicles within a specific geographic area.

Definitions

Modal Filter:
Traffic management measures used in urban areas to restrict vehicle access to improve passage for pedestrians, cyclists, and emergency vehicles.

Mode Share:
Percentage distribution of trips or journeys made by different modes of transportation, such as walking, cycling, driving, public transit, or other means.

Current Measures

The 2023 Urban Forestry Management Plan aims for an 18% increase to tree canopy cover by 2030.

(Source: City of Grand Junction Urban Forestry Management Plan)

LAND

5.2% of the City area is categorized as public land. There are over 1.2 million acres of public land in the surrounding region.

The City manages 35 developed parks, and 56% of residents live within a 10-minute walk of a park.

(Source: City of Grand Junction Parks and Recreation Master Plan)

TRANSPORTATION BEHAVIORS

36% of county residents commute into Grand Junction, which increases the daytime population by **32%.**

92.5% of residents use automobiles, **6.1%** residents walk, and **1.4%** residents use bicycles as their primary mode of transportation.

(Source: City of Grand Junction's Environmental Insights Explorer)

TRANSPORTATION EMISSIONS

Transportation emissions are one of the largest sources of GHG emissions. On-road vehicle use of fossil fuels contributes to **32-34%** of GHG emissions.

(Source: City of Grand Junction Greenhouse Gas Inventory Results & Recommendations Report)

Goal I.1:
Balance Transportation Mode Share for Local Trips

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Automobile, pedestrian, and bicycle travel Transit trips	Percent of in-boundary trips taken by automobile, pedestrian, or bicycle Unlinked passenger bus trips	Increase share of pedestrian and bicycle trips for local travel Increase number of unlinked passenger bus trips	92.5% Automobile use 6.1% Pedestrian 1.4% Bicycle In 2023 there were 580,236 unlinked passenger bus trips

Source: City of Grand Junction's Environmental Insights Explorer/ Source: Transit Planner for the Regional Transportation Planning Office of Mesa County

Strategy I.1.a. *Build safe and comfortable pedestrian and bicycle infrastructure, including intersections, transit stops, and connectivity for pedestrians and cyclists. Prioritize protected walking and biking paths to serve people without access or who choose not to use motorized vehicles.

- Equity Impacts: Increases mobility in the community without requiring access to a motor vehicle.

Strategy I.1.b. Repurpose Grand Junction's vehicular network. Where possible, consider mechanisms such as road diets, modal filters, expanded paid parking hours, and repurposing underutilized street parking.

- Equity Impacts: Steering public investment away from car traffic and towards walking, biking, and buses.

Strategy I.1.c. Maximize motorized transportation investments by prioritizing maintenance of existing infrastructure.

Strategy I.1.d. *Partner with Mesa County, and other agencies, to establish enduring revenue streams to enhance the level of operating service of Grand Valley Transit.

- Equity Impacts: Increases mobility in the community without requiring access to a motor vehicle.

Strategy I.1.e. Partner with Grand Valley Transit to improve the ridership experience with modernized transit infrastructure and the expansion of pilot programs. Integrate first and last mile connections such as bikeshare programs.

- Equity Impacts: Empowers bus riders and enhances the dignity and predictability of public transportation.

Strategy I.1.f. Develop appropriate services to increase transportation mode options along active transportation corridors. This may include vehicle-share programs, universal accessibility adaptations, on-demand transport infrastructure, and safety services.

- Equity Impacts: Increases accessibility, safety, and peace of mind for human scale travel.

Strategy I.1.g. *Partner with private sector to incentivize active commuting, carpooling, and/or carshare programs.

Strategy I.1.h. Strengthen relationships with surrounding jurisdictions and transportation partners to expedite planned connectivity and mobility improvements.

Goal I.2:

Encourage Innovative Site Design to Foster the Coexistence of Urban and Natural Environments

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Access to services, amenities, and green spaces, especially by foot and bike	Walk Score® Bike Score®	Increase Walk Score® and Bike Score® to ensure adequate and equitable access for all users who walk, roll, and/or cycle	Walk Score® = 32 Bike Score® = 55

Source: Walkscore.com

Strategy I.2.a. *Encourage transit-oriented development through design overlays around transit hubs and establish transit corridors. Consider parking maximums and expanded sidewalk/trail connectivity requirements for infill development.

- Equity Impacts: Promotes highest-use development adjacent to transit hubs and improves opportunities for car-light living.

Strategy I.2.b. *Implement policies that encourage proximal access to essential services from residential parcels. Consider development incentives for strong community connections and promoting compact development.

- Equity Impacts: Provides increased access to essential services for all populations.

Strategy I.2.c. Provide incentives including expedited review of permitting processes, and/or positive publicity to buildings achieving sustainable/green certification, or other desired measures.

- Equity Impacts: Reduces long-term operating costs and potentially reduces exposure to environmental toxins.

Strategy I.2.d. Protect and preserve existing tree canopy and recover lost canopy through the planting of adaptive and climate-appropriate trees for shading, targeting census blocks below target canopy cover goals and underserved areas. Ensure a balance between maintaining healthy trees to reduce heat islands and lowering water use.

- Equity Impacts: Improves quality of life and provides public health benefits.

Strategy I.2.e. Encourage policy discussions around impact fee incentives for sustainable development approaches.

Strategy I.2.f. Create a toolkit to educate and incentivize regionally appropriate green infrastructure including relevant new technologies.

- Equity Impacts: Reduces the risk of flood damage, erosion, and water contamination. Supports ground/surface water recharge and natural water filtration. Both the harm of unmanaged stormwater and the benefits of properly managed stormwater impact all community members.

Strategy I.2.g. Support existing development standards that protect and avoid diminishment of wildlife habitat, vegetation, water, natural land, vistas, and minerals.

Strategy I.2.h. Increase water quality monitoring in local bodies of water for pollutants of concern. Proactively address changes in water quality through management and development of best practices.

- Equity Impacts: Ensures proper water quality in water bodies that may be primary sources of water for individuals.

Strategy I.2.i. Conduct a feasibility assessment of connection to recycled, raw, or ditch water for City parks currently using potable water.

Strategy I.2.j. Update lighting standards for parks and streets in the Zoning and Development Code and the Transportation and Engineering Design Standards (TEDS). Obtain Dark Sky Certification and ensure lighting is adequate for safety where needed.

Strategy I.2.k Ensure that riverfront and riparian areas are properly maintained. Establish protocols to decrease waste in ecologically sensitive areas, including the Colorado River.

Goal I.3:
Improve Community Access to Food

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Grand Junction population residing in food deserts	Number of census tracts defined as USDA Food Deserts	Ensure all City residences are within one mile of a grocer, market, or reliable food source, including fresh produce	Six census tracts identified as food deserts as of the most recent data set (2019)

Source: USDA Food Atlas

Strategy I.3.a. Improve education about urban agriculture and evaluate polices for reducing barriers to implementing urban agriculture.

Strategy I.3.b. Collaborate with partners to explore opportunities to expand markets for local food producers and increase access to local food options in the community.

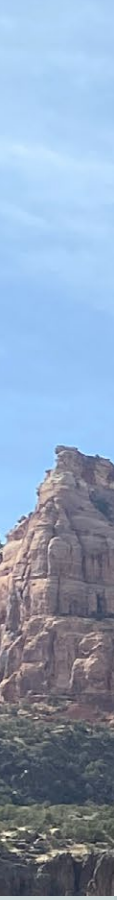
Strategy I.3.c. Work to eliminate existing food deserts.

- Equity Impacts: Reduces disproportionate impacts to low-income and vulnerable populations.

Strategy I.3.d. Encourage sustainable urban agriculture best practices.

Strategy I.3.e. Promote the creation of community gardens in residential areas, especially subdivisions.

FOCUS AREA II



Climate Resilience

Climate Resilience is the ability to prepare for, recover from, and adapt to change. It involves mitigating environmental stresses such as rising temperatures, changing precipitation patterns, and increasing frequency of extreme weather events as well as preparing for social disruptions such as disease and economic shifts.

Aspirational Statement

We aspire to build a more resilient community by employing strategies to mitigate current environmental and social hazards exacerbated by climate change while strengthening community preparedness for future hazards. With robust planning, monitoring, and response implemented alongside proven emissions reduction strategies, our community will be prepared to respond and adapt to climate impacts.

Image Credit: City of Grand Junction Colorado National Monument

CLIMATE RESILIENCE

BACKGROUND

Planning for the future requires both climate mitigation and adaptation. Grand Junction faces acute and chronic environmental stresses such as drought, floods, heat waves, high winds, and wildfires, which have significant economic, social, and environmental repercussions. Changing climate conditions and extreme weather events will impact critical infrastructure including roads, bridges, dams, and railways. Preventing, mitigating, and planning for catastrophic failures is important to preserve human life and maintain city functions. Mitigating risks minimizes the overall financial impact and can save lives in the case of an emergency.

The trend of increased average daily temperatures in the region exacerbates drought conditions and potential wildfires. The associated risks can lead to reduced air quality by increasing particulate matter (PM) from desert dust, wildfire smoke, and inversions. While aiming for a trend of good air quality over time, wildfires and inversions create outliers and may establish new norms in the data that the City does not have direct control over. An anticipated increase in the number and duration of high heat days can put people at greater risk during the summer heat. Vulnerable groups most at-risk to heat include people experiencing homelessness, those with pre-existing health conditions, youth, elderly, and low-income persons.

Exposure to natural hazards such as extreme weather and flooding can exacerbate environmental challenges and need to be factored into community resilience. A community that has plans and provisions in place is better able to withstand and recover from economic fluctuations, social disruptions, and other community crises.

LEED BASELINE (2021)

44 Median AQI

From 2019-2024, Grand Junction air quality has been at the high end of the 'good' range.

The Air Quality Index (AQI) indicates the level of air pollution and health concern. Grand Junction AQI has been stable over the last five years, ranging from 43-46. An AQI score of 0-50 is considered 'good'; higher scores indicate increased levels of health concern.

Definitions

Air Quality Index (AQI):

A numerical scale used to communicate the quality of outdoor air and its potential health effects to the public.

Current Measures

HEAT RISK

Grand Junction experienced **43 days above 95 ºF** in 2023.

Grand Junction experienced **74 days above 90 ºF** in 2023.

(Source: https://mesonet.agron.iastate.edu/sites/hist.phtml?station=GJT&network=CO_ASOS&year=2013&month=8)

WILDFIRE RISK

Area burned each year is projected to increase by 50-200% in Colorado by 2050 according to the 2017 Forest Management to Protect Colorado's Water Resources report.

(Source: Colorado Water Conservation Board)

POTENTIAL FLOOD DAMAGE COSTS

$42 MILLION
in Residential Assets at Risk

$11.5 MILLION
in Industrial Assets at Risk

$27 MILLION in Commercial Assets at Risk

(Source: Grand Junction Asset Inventory - Wildfires, Mesa County Hazards Mitigation Plan)

AIR QUALITY

RANKED 12th
for the cleanest US City in 2023 for particulate matter pollution.

30+ PurpleAir monitors are currently tracking particulate matter (PM).

(Source: "Cleanest Cities: State of the Air" by the American Lung Association)

Goal II.4:
Build Redundancy to Mitigate and Adapt to Natural and Social Hazards

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Inventory of community resiliency capabilities	Complete inventory in 2024	Complete inventory then share and maintain updated inventory	Inventory complete for City facilities per LEED for Cities

Source: City of Grand Junction, City facilities per LEED

Strategy II.4.a. Integrate climate-related hazards into existing emergency response plans and/or efforts.

- Equity Impacts: Protects all community members with climate and disaster readiness.

Strategy II.4.b. Work with Mesa County on implementation and updates to the 2020 Hazard Mitigation Plan.

- Equity Impacts: Addresses the disproportionate impacts of hazard events on people with low incomes and/or experiencing homelessness and provides recovery resources.

Strategy II.4.c. Conduct a vulnerability and capacity assessment for climate change risks, natural and man-made hazards, and extreme weather events per LEED for Cities.

- Equity Impacts: Helps spotlight hazards and risks which impact at-risk populations and can lead to more equitable distribution of resources and opportunities.

Strategy II.4.d. Support Wildland Urban Interface (WUI) wildfire mitigation efforts in impacted portions of the City.

- Equity Impacts: Reduces the financial burden on residents to invest in mitigation efforts to prevent wildfire damage.

Strategy II.4.e. Expand the adoption of broadcast systems to warn the public about natural hazards and available resources.

Strategy II.4.f. Develop equitable heat response plans including cooling centers and hydration centers in resilience hubs.

- Equity Impacts: Ensures access to resources for community members with inadequate access to safe and cool environments, which are critical during extreme heat events.

Strategy II.4.g. Identify and conduct an inventory of backup power sources for City facilities and fleet; this may include battery storage, fuel, and microgrids that can supply emergency energy needs. Support essential industries and/or institutions to do the same.

Strategy II.4.h. Upgrade infrastructure to be weather-resilient using industry standards and best practices.

Strategy II.4.i. Promote household-level emergency preparedness through multi-lingual community outreach programs, emergency kits, resilient social networks, and disaster planning and recovery programs.

- Equity Impacts: Alerts and prepares all populations for emergency situations.

Strategy II.4.j. Strengthen partnerships with regional providers to coordinate emergency response procedures and resources. Add climate preparedness elements to community programs already aimed at vulnerable populations and low-income households. Dedicate increased funding to accommodate demand for public health services among at-risk populations in partnership with Mesa County.

Strategy II.4.k. Establish a protocol(s) for assisting vulnerable populations, including low-income populations, communities of color, older adults, and people with disabilities that may face financial strain caused by climate hazards, such as higher utility bills.

- Equity Impacts: Improves the resilience of all community members.

Goal II.5:
Maintain Current Air Quality Levels

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Air quality	Annual median AQI	Aim for more days in the year to fall within the *good* AQI category (0-50 AQI)	Median AQI 44

Source: www.airnow.gov (US EPA)

Strategy II.5.a. Investigate and incentivize air quality technologies to implement in preparation of unhealthy air days.

- Equity Impacts: Improves air quality for all. This is an important benefit for those unable to stay indoors on unhealthy air days.

Strategy II.5.b. Expand outdoor air quality monitoring through state and regional partnerships, including monitoring and collection of actionable data.

- Equity Impacts: Allows for more equitable participation beyond EPA monitors and can target underserved or vulnerable areas.

Strategy II.5.c. Track and report biannual greenhouse gas emissions per capita.

Strategy II.5.d. Expand educational programs to support clean air including actions that minimize health-related and environmental impacts from different pollution sources to use on days with inversions and agricultural burning. Alternative actions may include travel advisories, limiting wood burning, and avoiding outdoor activities.

Strategy II.5.e. Explore partnerships and/or regulations to implement more stringent vehicle emission standards.

Strategy II.5.f. Compare social equity data with air quality data to inform decisionmaking relating to implementing air quality improvement actions.

Strategy II.5.g. Create an anti-idling policy.

FOCUS AREA III

Energy Stewardship

Energy Stewardship entails improving energy efficiency, reducing overall energy consumption, and reducing energy-related pollution and GHG emissions. Renewable energy refers to energy derived from naturally occurring, replenishable sources that are essentially inexhaustible over time, whereas energy efficiency involves reducing energy usage and cost.

Aspirational Statement

We aspire to develop programs and policies that drive meaningful reductions in energy consumption among businesses and residents, support the diversification of energy sources to build redundancy in the power system, and identify opportunities to expand clean energy options.

Image Credit: City of Grand Junction
The Grand Mesa

ENERGY STEWARDSHIP

BACKGROUND

The energy industry has played a significant role in the history of Grand Junction's economic development. The energy industry supports the economy by providing jobs which increases demand for housing supply, and impacts both the environment and transportation infrastructure. A combination of mineral resources and clean energy resources position Grand Junction well for producing energy from a diversity of sources including renewable natural gas (biogas), solar power, and alternative fuels such as hydrogen and geothermal. Opting for clean fuel sources decreases emissions, improves air quality, and reduces greenhouse gas emissions. Regardless of the fuel type, reducing overall energy consumption is a resource-saving measure.

Electricity in the City is commercially supplied by Xcel Energy and Grand Valley Power. Xcel Energy and others provide natural gas and propane. State programs such as the Colorado Renewable Energy Standard (RES) and Clean Air - Clean Jobs Act (passed as House Bill 1365 in 2010), are driving the change in viable energy options. This Bill requires Xcel Energy to increase efficiency and process increased amounts of low to zero-carbon energy to meet a goal of 80% reduction in greenhouse gas (GHG) emissions by 2030.

Energy stewardship in buildings entails design and operations to reduce energy consumption and reduce utility costs. This may include building features such as solar orientation, smart thermostats, insulation, air sealing, and energy-efficient windows to reduce heating and cooling demands.

Fossil fuel production and use has been a mainstay of the Western Colorado economy for many decades, providing reliable and affordable energy and jobs for Grand Junction and surrounding communities. During the last decade, the energy economy of Colorado has begun a transition as renewable energy has become more affordable and concerns regarding climate change have caused our community to take steps to reduce GHG emissions. As the economic impacts of energy transition are felt, steps must be taken to ensure that decent, well-paying jobs are available, and that the energy that drives our economy remains reliable, clean, and affordable for all members of our community.

Natural gas production and use is an important part of the Grand Junction's energy economy. Today, most of Colorado's natural gas is produced east of the Continental Divide, but it is still important as it supplies jobs and energy to our growing city. It is the cleanest of all fossil fuels and generates important tax revenues, but climate concerns are demanding more from natural gas producers and consumers. Colorado has some of the strictest regulations on emissions of GHGs during production and transport of natural gas, but burning the fuel still produces the most important GHG, carbon dioxide. Over 30 percent of Colorado's electricity is fueled by natural gas. In the coming years, sequestration of carbon dioxide will be required to further reduce emissions from natural gas use and this will create jobs for the Grand Junction economy and ensure that its continued use will meet our sustainability goals.

LEED BASELINE (2021)

13.1 Metric Tons of CO_2e per Capita
Annually in 2021

Greenhouse gas (GHG) emissions include carbon dioxide (CO_2) and other gas produced from burning fossil fuels for electricity, heat, and transportation. This traps heat in the atmosphere and contributes to warming global temperatures.

Definitions

CO_2:

Carbon dioxide, a primary greenhouse gas (GHG).

CO_2e:

Carbon Dioxide Equivalent includes all greenhouse gases, including CH_4 (methane) and N_2O (nitrous oxide) converted to the equivalent amount of carbon emissions using a global warming potential factor.

Current Measures

58-61% of GHG emissions in Grand Junction come from buildings.

(Source: City of Grand Junction Greenhouse Gas Inventory Results & Recommendations Report)

GHG EMISSIONS

32-34% of GHG emissions in Grand Junction come from on-road fossil fuels.

Natural gas use increased from 2018 to 2021 for both residential and commercial use, compared to electricity which has declined by 6%.

(Source: City of Grand Junction Greenhouse Gas Inventory Results & Recommendations Report)

SOLAR ENERGY

The City of Grand Junction has installed 5 on-site solar arrays on City facilities.

(Source: City of Grand Junction Greenhouse Gas Inventory Results & Recommendations Report)

OIL & GAS

Statewide oil and gas operations contribute to 16.1% of carbon emissions in Colorado.

**Note: All regional oil and gas companies operate within the current state (ECMC) and federal regulations for emissions. Colorado regulations are among the most stringent in the nation.*

(Source: Colorado Department of Public Health and Environment's GHG inventory Report, 2022)

Goal III.6:
Encourage Energy Efficiency in Buildings

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Total building-related GHG emissions per capita	Total building GHG emissions (metric tons of CO_2e) per capita	Reduce total building-related GHG emissions per capita	7.00 metric tons of CO_2e per year per capita

Source: City of Grand Junction GHG Inventory

Strategy III.6.a. Adopt regular updates to the International Energy Conservation Code (IECC). Strive to be current within three years of newest IECC code.

Strategy III.6.b. Collaborate with partners to conduct energy and building code-related training for implementing the IECC. Consider expanding education for builders, inspectors, and other key stakeholders.

- Equity Impacts: Energy-efficient buildings can reduce energy costs.

Strategy III.6.c. *Develop energy efficiency and resource conservation education and outreach programs for residents and businesses, including incentives for physical upgrades that reduce building emissions.

Strategy III.6.d. *Upgrade municipal buildings through retro-commissioning studies and deep efficiency retrofits to demonstrate leadership and feasibility.

Strategy III.6.e. *Offer incentives for electrified buildings, such as efficient building certification, expedited permitting and fee reduction, and energy financing programs to spur private sector adoption of IECC code.

Strategy III.6.f. Encourage high-efficiency standards for City-owned buildings.

Strategy III.6.g. Share educational resources with commercial and residential property owners and renters to help reduce energy consumption of buildings.

Goal III.7:
Foster Energy Independence

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Total installed solar capacity	Total rooftop solar energy capacity (kW) as reported by Xcel Energy	Install additional solar energy modules	Total rooftop solar capacity = 15,742 kW

Source: Xcel Energy

Strategy III.7.a. *Continue to invest in relevant and available clean technology, including solar arrays for City facilities.

Strategy III.7.b. *Identify additional community solar options.

- Equity Impacts: Enables individuals who do not have the means to install solar panels to benefit from solar energy by subscribing to shared solar projects.

Strategy III.7.c. *Promote solar co-ops that bulk purchase neighborhood solar panels.

- Equity Impacts: Democratizes energy access by allowing residents, particularly those in underserved or remote areas, to generate their own energy. Increases feasibility of residential solar community-wide and allows all community members to gain energy independence.

Strategy III.7.d. *Explore the purchase of certified natural gas for municipal facilities.

Strategy III.7.e. Ensure all Renewable Energy Certificates (RECs) are owned and retired as they are generated for City solar projects.

Strategy III.7.f. Support programs in research and development (R&D) and innovations in clean energy. Train local workers for jobs in clean energy project installation, maintenance, and power distribution. Collaborate with local schools and community organizations to support programs and training.

Strategy III.7.g. *Expand clean energy systems, including renewable natural gas generated from the wastewater treatment plant.

Strategy III.7.h. *Diversify the energy supply and reduce dependence on centralized fossil fuel generators for City facilities, including renewable power generation and storage for City-owned EV stations.

Strategy III.7.i. *Explore clean energy generation for City-owned and City-funded buildings.

Strategy III.7.j. Explore options for developing a trust or coalition for energy funding.

Strategy III.7.k. Support outcomes of the Electric Vehicle Readiness Plan.

FOCUS AREA IV

Waste Management

Waste Management considers the systematic planning, collection, diversion, recycling, and disposal of materials generated by residents, businesses, and industries to minimize negative environmental impacts, conserve resources, and ensure the City's ability to effectively manage waste streams.

Aspirational Statement

We aspire to maximize the use of industry best practices for waste reduction by expanding the accessibility of recycling and material diversion programs; driving community-wide education on ways to reduce, reuse, and recycle; and exploring innovative programs to recapture waste for beneficial use.

Image Credit: Grand Junction Sentinel

WASTE MANAGEMENT

BACKGROUND

Grand Junction operates a robust waste diversion program. Strong partnerships in the region support composting, recycling, and diversion initiatives. However, the City's relatively remote geographical location is a challenge. Improvements could serve as a catalyst for developing diversion resources that benefit the larger area of the western slope.

Grand Junction's waste and recycling are serviced by municipal and private haulers. The City runs both multi-stream and dual-stream recycling programs. The landfill, which is run by Mesa County, has a yard waste drop-off and an e-waste drop-off. The City is expanding curbside recycling options for residents and has been exploring additional programs for material streams such as pre-consumer food waste.

Waste management has a significant impact to the environment and both human and animal health. As the local landfill approaches capacity, it is environmentally important and cost-effective to implement strategies to reduce waste by diverting it.

A community commitment to diverting waste through recycling, reuse, and reduction of materials will preserve space in the landfill, save money, reduce greenhouse gas emissions, and preserve natural resources. Increasing diversions to different types of waste material streams improves the potential for more closed-loop solutions. For example, recovering building supplies, sorting waste streams for metals and parts, and increasing the use of local compost saves money and keeps resources local.

LEED BASELINE (2021)

1.35 Tons Per Capita
Related to annual Municipal Solid Waste (MSW) generated by weight.

5.8% Diversion Rate
The diversion rate is the total waste diverted from the landfill (including recycling and compost) divided by the total waste generated from the project and multiplied by 100.

Current Measures

Between 2018-2021 residents produced
11.2% less waste
***despite increased population growth*.**

(Source: City of Grand Junction Greenhouse Gas Inventory Results & Recommendations Report)

RECYCLE

75% **increase in total recycling between 2018-2021.**

5% **increase in total composting between 2018-2021.**

(Source: City of Grand Junction Greenhouse Gas Inventory Results & Recommendations Report)

FOOD WASTE

14 **establishments have participated in a pilot program for composting which has delivered**
69 tons **of food waste to**
3xM Thunder Mountain Organics as of April 2024.

(Source: Beck, Kym. Waste Management for Grand Junction. April, 2024)

Goal IV.8:
Increase Diversion Rates within the City

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Total waste diversion community-wide	Diversion rate (tons of recycling + tons of compost/ total waste)	Increase diversion rate	5.8% diverted from landfill via compost and recycling

Source: 2021 GHG Inventory

Strategy IV.8.a. Add recycling containers in public spaces and buildings, especially schools, parks, and downtown. Include signage to educate and reduce contamination of recycling and compost streams.

- Equity Impacts: Provides more recycling opportunities for everyone in public spaces.

Strategy IV.8.b. Increase community education and resources on household contamination and available options for waste diversion.

- Equity Impacts: Reduces the cost of waste management for the community.

Strategy IV.8.c. Increase participation in residential recycling program through educational and informational programs.

Strategy IV.8.d. Pass an ordinance to improve data through waste hauler licensing and/or registration and reporting.

Strategy IV.8.e. Restart commercial recycling programs.

Strategy IV.8.f. Increase e-waste diversion from landfills and encourage legal and proper disposal.

Goal IV.9:
Reduce Waste to Landfill via a Circular Economy

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Total landfill waste per capita	Municipal Solid Waste (MSW) generated tons per capita	Reduce annual waste inflow at landfill	1.35 tons per capita per year

Source: 2021 GHG Inventory

Strategy IV.9.a. Support building a Supply Diversion Center. Partner with the County landfill and other organizations on grants and funding.

- Equity Impacts: Supports opportunities for lower-cost building materials.

Strategy IV.9.b. Investigate benefits and tradeoffs of a deconstruction ordinance.

Strategy IV.9.c. Educate event organizers on hosting zero-waste events in the community.

Strategy IV.9.d. *Expand on existing pilot restaurant composting program with other businesses and institutions.

- Equity Impacts: Expands composting inclusion to underserved areas.

Strategy IV.9.e. *Explore options to expand residential food waste collection.

- Equity Impacts: Provides food waste management for all. Considers collection fee reduction for lower-income populations.

Strategy IV.9.f. Support Mesa County in their creation of a Class 3 compost facility.

Strategy IV.9.g. *Encourage the utilization of local or regional compost and use in City operations.

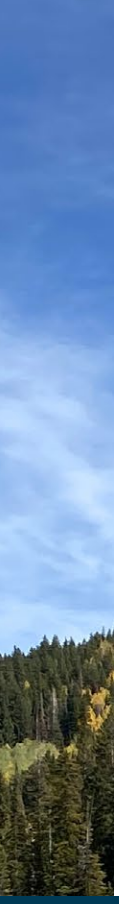
Strategy IV.9.h. Partner with the County to conduct an updated landfill waste audit. Conduct a City-wide audit to determine a baseline.

Strategy IV.9.i. Increase education for residential and backyard composting programs.

IV.9.j: Support the creation of a regional materials recovery facility (MRF).

FOCUS AREA V

Water Conservation



Water Conservation is the practice of using water efficiently and reducing water waste. Water education and innovation are essential in Grand Junction's semiarid climate to ensure a sustainable supply for future consumption, household and business use, agricultural production, and natural habitats.

Aspirational Statement

We aspire to cultivate a community commitment to prioritize water conservation in response to our region's drought risk, ensuring water is used efficiently and effectively. We will work to strengthen partnerships with regional water providers to improve monitoring, conduct water use reduction education, and implement programs that incentivize reduced water consumption for residents and businesses.

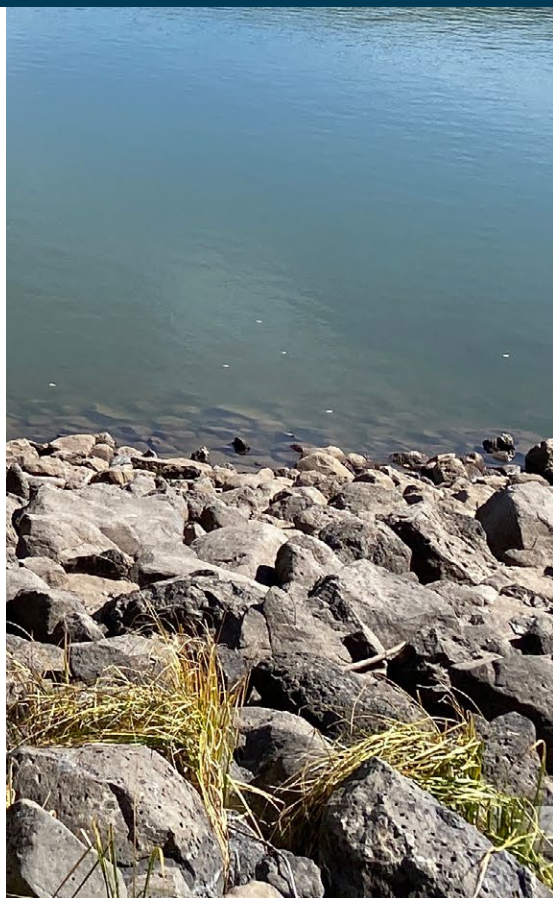


Image Credit: City of Grand Junction

WATER CONSERVATION

BACKGROUND

Grand Junction is situated at the confluence of the Colorado River and Gunnison River, in a semiarid climate with low precipitation. Water from these rivers is a vital resource supporting life in Grand Junction and downstream communities. The threat of increased drought requires proactive planning to ensure availability for critical supply in a water-constrained future. The management of water resources is important to the local economy, human health, and natural environment.

Agriculture is a significant industry in the region and is valued by the Grand Junction community. Agriculture is dependent on water availability and is a major user of surface water. Additionally, a growing population can stress the existing and future supply. Increasing drought conditions and higher temperature trends highlight the need to use water efficiently and implement an adaptive water plan. The 2023 Regional Water Efficiency Plan suggests Grand Junction may need to seek additional water sources by 2039 without significant conservation measures.

The key to water conservation is two-pronged, combining efficiency and conservation to reduce both potable and non-potable water use among residents, businesses, and industries. Effective water management requires a multi-faceted approach with the various Water Districts and partners to balance the needs of residents, businesses, and the environment while considering the implications of growth and development on water resources.

Water Consumption Data

City of Grand Junction Water Service water consumption (2021): 1.55 billion gallons; 88 gallons per day per capita

Ute Water Conservancy District water consumption (2021): 3.01 billion gallons; 69 gallons per day per capita

City of Grand Junction Water Service supplies about 22% of water inside the City.

The Ute Water Conservancy District supplies about 72.5% of water inside the City.

Per City of Grand Junction GIS utility mapping data estimate

In 2021, the total annual water consumption in Grand Junction was 4.6 billion gallons.

In 2021, the average daily water consumption per capita in Grand Junction was 69.06 gallons.

This data comes from annual reporting by each water utility, as collected in the Regional Water Efficiency Plan. The City was unable to obtain per capita water consumption from Clifton Water District for the approximately 4.5% of water supply inside the City of Grand Junction limits.

69 Gallons per Day per Capita

The 2021 average water use for the combined City and Ute Water Conservancy District.

Current Measures

The Grand Junction Regional Water Efficiency Plan **aims to reduce water use by 10% over the next SEVEN years.**

(Source: 2023 Water Efficiency Plan, Grand Junction Water and Ute Water Conservation District)

RESOURCES

29,000 people are served by the City's current water service.

Grand Junction is served by 3 water utilities (Grand Junction, Ute, and Clifton) **and 7 irrigation districts** (Grand Valley Water Users Association, Grand Valley Irrigation Company, Mesa County Irrigation District, Palisade Irrigation District, Orchard Mesa Irrigation District, Redlands Water and Power Company, and Ridges Irrigation District).

(Source: 2023 Water Efficiency Plan, Grand Junction Water and Ute Water Conservation District)

SEASONAL USE

Water usage increased by 3X during the summer due to outdoor uses in 2022.
2.7 million gallons/day in January vs. 7.9 million gallons/day in July.

(Source: 2023 Water Efficiency Plan, Grand Junction Water and Ute Water Conservation District)

LAND USE

83% of water use in Grand Junction is by residential properties.

(Source: 2023 Water Efficiency Plan, Grand Junction Water and Ute Water Conservation District)

Goal V.10:
Increase Water Conservation Education and Awareness

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Indoor and outdoor water consumption	Per capita domestic water consumption (gallons per day per resident)	Reduce by 1.4% per year in alignment with the Regional Water Efficiency Plan	69 gallons per day per person

Source: City of Grand Junction Water

Strategy V.10.a. Reach out to largest water users to advocate and/or incentivize conservation.

Strategy V.10.b. Continue to coordinate with DRIP and Mesa Conservation District, including Irrigation 101, drought preparedness, water efficiency messaging, and education.

- Equity Impacts: Enhances public awareness of per capita consumption reduction tactics for all residents.

Strategy V.10.c. Encourage water conservation in residential and commercial developments. Provide education around water-wise plant selection and irrigation practices.

Goal V.11:
Reduce Water Consumption from Landscape and Irrigation

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Outdoor water consumption	City of Grand Junction metered outdoor water (gallons)	Reduce summer outdoor water consumption	34 gallons of outdoor water consumption per person per day in the summer months

Source: City of Grand Junction

Strategy V.11.a. Expand turf conversion and water-wise plant selection programs.

Strategy V.11.b. Invest in and employ technology to improve water consumption monitoring.

Strategy V.11.c. Expand utilization of graywater permitting systems and incentives.

Strategy V.11.d. Continue to transition municipal landscaping to climate-appropriate and/or native, drought-tolerant planting to reduce potable demand. Showcase water-wise gardens.

Strategy V.11.e. Consider development standards that limit non-functional turf in new single family (attached and detached) development.

Strategy V.11.f. Reduce water loss due to leakage and overuse through irrigation and/or water use audits.

Strategy V.11.g. Distribute water-efficient appliances and/or fixtures. Offer smart irrigation system parts rebates throughout the water service area to incentivize all customers to reduce water use.

Strategy V.11.h. Expand community education on the importance of conserving potable and non-potable water. This may include a toolkit with water-wise best practices landscape design suggestions.

- Equity Impacts: Help consumers make more conscious use of water to avoid local water shortages in the near future.

FOCUS AREA IV

City Leadership

City Leadership, encompassing City staff and elected officials, must keep sustainability and adaptation in focus for the Goals of this Plan to be achieved. Strategic planning will need backing from policies, resources, procedures, community support, and champions. The City will track progress, evaluate effectiveness through assessments, and adjust accordingly.

Aspirational Statement

We aspire to lead with innovation and integrity to benefit environmental health, foster resilience in the face of changing conditions, and maintain the prosperity of the community for future generations.

Image Credit: City of Grand Junction
Grand Junction City Hall

CITY LEADERSHIP

What is LEED for Cities?

The City of Grand Junction received a grant through the LEED for Cities Local Government Leadership Program to help pursue the Leadership in Energy and Environmental Design (LEED) for Cities certification. LEED for Cities is a tool for the City to track performance using nationally recognized best practices and measures. The measures and practices in the LEED for Cities efforts are complementary to the Plan and will be used selectively as appropriate for the City of Grand Junction.

BACKGROUND

Adapting City operations and developing partnerships are critical to Plan implementation. The Key Performance Indicators (KPIs) are included to help staff track progress. The broad nature of the KPIs allows for flexibility and modification to be made to the Strategies in case of changing situations, new technologies, and availability of resources. This is the same approach expressed in the City of Grand Junction City Council Strategic Framework for 2023-2025 that states:

> *To flourish in the future, the City needs to remain nimble, resilient and welcoming of new ideas. Through engagement with the community, the City recognizes the importance of being strategic and innovative.*

The Shared Vision from the 2023-2025 Strategic Framework provides additional direction for leadership's implementation of the Sustainability and Adaptation Plan:

> *Grand Junction is a safe, welcoming, healthy and accessible city that builds on its collective character to be a place where opportunity abounds, resources are well-managed, and people are connected and engaged in their community.*

The 2023-2025 Strategic Framework includes five Strategic Outcomes that guide staff in crafting initiatives: 1. Placemaking, 2. Thriving and Vibrant, 3. Welcoming, Livable, and Engaging, 4. Safe and Healthy, and 5. Resource Stewardship. City staff can embed these initiatives to seek resources and partnerships for implementation.

Goal VI.12:
Integrate Sustainability Practices into City Leadership Efforts

Key Performance Indicators:	Measure:	Directional Target:	Baseline:
Annual updates of the Implementation Priorities Matrices	Number of Priority Actions implemented	Refresh the Implementation Priorities Matrices	Adopted Plan and baseline measures

Strategy VI.12.a. Ensure City staff are focused on Diversity, Equity, and Inclusion (DEI) in hiring practices, community engagement, and programs.

Strategy VI.12.b. Identify coalitions that help the City further sustainability initiatives.

Strategy VI.12.c. Create a sustainability standard that drives the ethos of the City, how it conducts business, and purchases goods.

Strategy VI.2.d. Create a collaborative organization that helps to implement clean energy projects across the Grand Junction area.

Strategy VI.12.e. Ensure the City has the staff capacity and resources to proactively implement the Sustainability and Adaptation Plan. Allocate resources to implement Strategies on an annual basis.

Strategy VI.12.f. Continue to track and report metrics related to the Sustainability and Adaptation Plan's Strategies, including LEED for Cities performance metrics. Compile metrics into a database and other appropriate industry standard tracking mechanisms.

Strategy VI.12.g. Develop a Council-Appointed Sustainability Advisory Board.

Strategy VI.12.h. Proactively seek out and connect with like-minded entities to explore opportunities for strategic collaboration at the local, regional, and state levels in the public, private, and non-profit sectors.

4 Implementation Priorities

The Implementation Priorities Matrices (IPM) provided in this chapter organize the Goals and Strategies into a refined list of Priority Actions. Priority Action items were selected by the Technical Working Groups and Community Steering Committee based on the action's impact, urgency, alignment with community values, and near-term feasibility. Priority Actions account for resource limits of the City and identify investment needs. The following chapter includes:

- **Priority Action:** These are key tasks or efforts for the City to undertake. Priority Actions align with Strategies in Chapter 3, as identified in the Strategy Alignment column of the Matrices.
- **Supplemental Performance Measure (SPM):** Aligns with each Priority Action to track and monitor progress over time.
- **Strategy Alignment:** Denotes Strategies in Chapter 3 that support or align with Priority Actions.
- **Lead Department:** Departments responsible for leading and reporting Priority Actions.
- **Partnerships:** Supporting parties or potential collaborative partners.
- **Timing:** Priority Action timeframes are defined as near-term (1-2 years), medium-term (3-5 years), and ongoing to identify when the City might initiate a project, program, or policy.
- **Resources:** Supportive programming, organizations, and funding sources to implement the Priority Actions.

Image Credit: City of Grand Junction
Snow on the Grand Mesa

SUSTAINING THIS PLAN

The Priority Actions serve as an initial springboard to start implementation. The first few years will serve as a testing ground for the viability of the Strategies given the available resources that include staffing, community support, funding (grants and appropriations), and political will.

Adoption of this Plan by City Council indicates their support for implementing the Strategies and allocating resources to meet this Plan's Goals.

A Sustainability Advisory Board focused on supporting implementation of the Plan can help leverage community passion. This Board should help calibrate the required level of effort and prioritize Strategies to be pursued each year. The Partnerships identified by the City in the following Implementation Priorities Matrices (Figures 12-18) should be regularly consulted to ensure the City is effectively avoiding duplication of services and amplifying efforts.

To ensure successful implementation, the City of Grand Junction must retain the ability to modify the Plan to match available resources and establish a regular cadence of refreshed Plan strategies. The Plan should be evaluated each year to assess successes and lessons learned. Ideally, this evaluation cycle would align with the City's budgeting process, allowing for inclusions into the annual budget to update with current realities and priorities. An annual public event to review the plans' updated Implementation Priorities Matrices (IPM) is one approach for ensuring communication of commitments, encouraging feedback, and fostering community engagement in plan implementation.

Built Environment

Goal I.1: Balance Transportation Mode Share for Local Trips

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
A	Focus on improving safety and connectivity through intersections for pedestrians and cyclists. Develop modern and safe intersection standards for retrofits and new builds and begin implementation.	Number of improved intersections	1.a, 1.b	Engineering and Transportation	Bicycle Colorado, Community Development	Near-term
B	Help pilot new public transit programs and increase awareness to increase ridership. Coordinate with Grand Valley Transit (GVT) to implement a free ridership program with a focus on encouraging new riders.	Annual public transit ridership	1.d, 1.e	Community Development	Grand Valley Transit	Medium-term

Goal I.2: Encourage Innovative Site Design to Foster the Coexistence of Urban and Natural Environments

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
C	Work with property owners on individual streets and areas that are good candidates for road diets, parking management, and design interventions. Allow low impact development (LID) techniques to extend into right-of-way.	Number of interventions	2.a	Engineering and Transportation	Developers, Mesa County, Community Development	Medium-term

Built Environment

Goal I.2: Encourage Innovative Site Design to Foster the Coexistence of Urban and Natural Environments (Continued)

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
D	Incorporate transit-oriented development (TOD) through design overlays around transit hubs. Establish transit corridors and incentives into the Zoning & Development Code. Establish sustaining funding sources to support pedestrian and bicycle-friendly retrofits.	Adoption of an ordinance	2.a	Engineering and Transportation	Developers, Grand Valley Transit	Medium-term
E	Protect and preserve existing tree canopy and expand climate-appropriate trees citywide, with a focus on census blocks below target canopy cover goals and underserved areas.	Tree canopy cover percentage	2.d	Parks and Recreation	Community Development, General Services, Engineering and Transportation, Utilities, Grand Junction Forestry Board	Medium-term
F	Determine appropriate incentives for developers to install desired features that exceed minimum code requirements.	Incentives included	2.c, 2.e, 7.e	Community Development	Developers, Home Builders Association, Mesa County	Medium-term

Goal I.3: Improve Community Access to Food

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
G	Encourage and support food sovereignty in Grand Junction, including urban agriculture. Identify areas of focus to rectify food deserts.	Educational events	3.a, 3.b, 3.c	Community Development	Farmers, Developers, Parks and Recreation	Near-term

Climate Resilience

Goal II.4: Build Redundancy to Mitigate and Adapt to Natural and Social Hazards

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
H	Support mitigation efforts in the Wildland Urban Interface (WUI), specifically reducing wildfire fuel loads of grasses within draws near Redlands.	Acres of natural hazards and fire risk mitigated	4.d	Fire	Parks and Recreation, private landowners, Utilities	Medium-term
I	Build community resiliency to natural hazards by improving community education and emergency notifications, especially to vulnerable populations.	Educational events	4.e, 4.f, 4.k, 4.c, 4.i	Fire	Non-profits, Communications and Engagement, Community Development	Medium-term
J	Inventory existing back-up power systems for community facing facilities.	Inventory complete (Y/N)	4.g	General Services	Faith-based organizations, non-profits, Community Development	Near-term
K	Update the Mesa County Hazard and Mitigation Plan with relevant climate concerns. This Plan update should be accompanied by a robust vulnerability and capacity assessment.	Assessment complete (Y/N)	4.a, 4.b, 4.j	Community Development	Colorado Resiliency Office, local non-profits, Governor's Office, Climate Preparedness	Near-term

Climate Resilience

Goal II.5: Maintain Current Air Quality Levels

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
L	Support expansion of the existing air monitoring network, focusing on expanding air monitors in vulnerable areas of the city.	Number of air monitors	5.b, 5.f	Community Development	Citizens for Clean Air, Mesa County Public Health-Environmental Programs, Colorado Air Quality Control Commission, Communications and Engagement	Near-term
M	Continue community education on air quality impacts.	Number of educational events	5.d	Community Development	Citizens for Clean Air, Mesa County Public Health, Colorado Air Quality Control Commission, Communications and Engagement	Medium-term
N	Implement recommendations of the Electric Vehicle Readiness Plan.	Number of EVs registered, number of level 2 and DCFC chargers	5.b	Community Development	Engineering and Transportation	Medium-term
O	Complete bi-annual update to GHG Inventory.	Total GHG emissions per capita	5.c	Community Development	Air Quality Organizations, Transportation, Mesa County Building	Ongoing
P	Conduct a study of the air quality impact of requiring tailpipe emissions controls.	Study complete (Y/N)	5.e, 5.g	Community Development	Engineering and Transportation, Mesa County Public Health, Mesa County DMV	Medium-term
Q	Install outdoor air quality monitors in every Census Block Group within City limits.	Number of monitors installed	5.b, 5.f	Community Development	Mesa County Public Health	Medium-term

Climate Resilience

Goal II.5: Maintain Current Air Quality Levels (Continued)

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
R	Start a joint initiative to educate the public on the health impacts of air pollution and preventative and adaptive transportation habits.	Educational materials produced	5.d, 5.g	Community Development	Mesa County Public Health	Medium-term
S	Implement protocols for issuing “poor air quality advisories” when there are days with high ozone levels, inversions, high levels of particulate matter (including blowing dust storms), and/or high AQI. Include education about how individuals can protect themselves from these hazards in hazard mitigation planning.	Protocols implemented	5.a, 4.b, 5.f	Community Development	Mesa County Public Health Grand Junction Fire	Medium-term

Energy Stewardship

Goal III.6: Encourage Energy Efficiency in Buildings

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
T	Support code-related trainings and education.	Number of participants	6.b, 6.g	Community Development	Community Development, Colorado Energy Office, contractors, Mesa County Building Department	Near-term
U	Adopt regular updates to the International Energy Conservation Code. Strive to be current within three years of current code.	Years from current code	6.a, 6.b, 6.e	Community Development	Mesa County Building	Medium-Term
V	Educate the community about local utility energy conservation programs.	Number of participants in conservation programs	6.c, 6.g	Community Development	Local businesses,	Medium-term

Energy Stewardship

Goal III.7: Foster Energy Independence

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
W	Ensure ownership of Renewable Energy Certificates (REC) for all City solar projects and/or equivalent REC purchases.	RECs owned	7.e	Finance	General Services	Near-term
X	Support clean energy jobs through training and collaboration.	Number of trainings	7.f	City Manager's Office	Local businesses, workforce development, Colorado Mesa University (CMU), Community Development	Medium-term
Y	Support expansion of Renewable Natural Gas (RNG) from Persigo.	Total RNG used	7.g, 7.h	Utilities	Grand Valley Transit	Medium-term
Z	Support bulk purchasing programs of renewable energy and participation in utility renewable energy programs for community members.	Programs implemented	7.c	Community Development	General Services, Communications and Engagement, and local utilities	Medium-term
AA	Continue to invest in solar arrays for City facilities.	Total City Solar Capacity	7.a	General Services	Solar Developers, Xcel Energy, Grand Valley Power	Ongoing
BB	Investigate investment in Xcel's clean energy programs for City facilities.	Number of Programs	7.g, 7.h	General Services	Xcel Energy	Ongoing

Waste Management

Goal IV.8: Increase Recycling Rates within the City

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
CC	Implement waste hauler registration and annual reporting system.	Number of haulers registered and reporting	8.d	General Services	Waste hauling companies, Mesa County	Near-term
DD	Improve education for residents on how to recycle and where to divert materials.	Diversion rate	8.b, 8.c	Communications and Engagement	Technology provider, residents, Western Metals Recycling, Mesa County SD 51, CMU, General Services	Near-term
EE	Add recycling containers in public spaces.	Number of bins added in public spaces	8.a	General Services	Waste haulers, non-profits	Medium-term
FF	Explore Zoning and Development Code subdivision regulations to ensure adequate space is provided for recycling bins in new development.	Addition of regulations	8.a	Community Development	Local developers	Medium-term

Waste Management

Goal IV.9: Reduce Waste to Landfill via a Circular Economy

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
GG	Support Mesa County in their creation of a Class 3 compost facility.	Facility constructed	9.f	General Services	Mesa County, composting partners	Medium-term
HH	Publicize an expanded restaurant composting program.	Tons of composted material	9.d	General Services	Composting partners, Downtown Development Authority, technology providers, Communications and Engagement	Near-term
II	Utilize more local/regional compost in City operations.	Tons of compost used	9.g	General Services	Composting partners, Recycling Division, Parks and Recreation	Near-term
JJ	Confirm and conduct most useful waste audit type with partners (MSW, C&D).	Audit results	9.h	General Services	Mesa County Landfill	Medium-term
KK	Support zero-waste and hard-to-recycle waste events.	Number of events	9.c	Community Development and General Services	Eco-Cycle, General Services, Parks and Recreation (Arbor Fest), Communications and Engagement	Near-term
LL	Initiate a backyard composting educational program.	Programs initiated	9.i, 9.c	General Services	Mesa County	Medium-term

Water Conservation

Goal V.10: Increase Water Conservation Education and Awareness

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
MM	Support a water-wise demonstration garden.	Garden initiated	10.e	Utilities	DRIP, CMU, Mesa Conservation District, Community Development, Parks and Recreation	Medium-term
NN	Recognize water savers who have implemented conservation projects.	Awards given out	10.a	Utilities	DRIP	Near-term
OO	Offer irrigation audits to targeted customers with high water usage.	Number of audits	10.c	Utilities	Water, CSU Extension	Near-term
PP	Support fee study to better align costs and incentives for conservation.	Fee study initiated	10.e	Utilities, Parks and Recreation	CMU, General Services, Community Development	Medium-term
QQ	Support rain barrel workshops.	Rain barrels installed	10.b	Utilities	DRIP, CMU, non-profits, Parks and Recreation	Near-term

Water Conservation

Goal V.11: Reduce Water Consumption from Landscape and Irrigation

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
RR	Limit turf in new developments and replace with turf alternatives in existing developments.	Ordinance	11.a	Community Development	Homeowners associations (HOAs), CMU, CWCB, water providers	Medium-term
SS	Continue to transition to climate-appropriate tree and plant species for municipal landscaping.	Planting progress	11.c	Parks and Recreation	Parks and Recreation, CSU Extension, Community Development	Medium-term
TT	Implement continuous use of notifications to raise awareness when there may be a water leak.	Annual notifications	11.g	Utilities	DRIP	Medium-term
UU	Provide education and notices to private property owners on low water use turf options/alternatives, appropriate vegetation, and irrigation system adjustments to improve efficiency.	Number of trainings/ events	10.c, 10.d, 11.e	Utilities	Communications and Engagement, DRIP	Near-term
VV	Host Qualified Water Efficient Landscaper certification training and test in Grand Junction.	Training conducted	10.b, 11.a, 10.c	Utilities	CSU Extension Office, Mesa Conservation District	Near-term
WW	Create a toolkit with water-wise landscape design suggestions	Creation of a toolkit	11.i	Community Development	Utilities, DRIP, Communications and Engagement	Near-term
XX	Support water efficient appliance programs.	Water savings	11.f	Utilities	CSU Extension, Mesa County Public Health, CMU, Utilities	Medium-term

City Leadership

Goal VI.12: Integrate Sustainability Practices into City Leadership Efforts

Action	Priority Action	SPM	Strategy Alignment	Lead Department	Partnerships	Timeframes
YY	Allocate resources to implement Strategies.	Annual budget allocated to projects, programs or policies	12.e, 12.c	Community Development	City Administration, City Council	Near-term
ZZ	Develop a Council-appointed Sustainability Advisory Board. Members may also serve as representatives on local coalitions and/or Colorado Communities for Climate Action.	Number of meetings held annually	12.b, 12.g	Community Development	City Administration, City Council	Near-term
AAA	Create a Sustainability Standard to drive the ethos of the City to be used by a newly formed Sustainability Advisory Board.	Creation of a standard (Y/N)	12.c, 12.g	Community Development	City Administration, City Council	Near-term
BBB	Develop training material to inform new staff and City Council members of social, environmental, and economic sustainability initiatives.	Creation of training material (Y/N)	12.a, 12.c	Community Development	City Administration, City Council	Near-term

GLOSSARY

Active Commuting: Using active transportation (AT), such as walking, cycling or public transit, to get to and from work.

Adaptation: An adjustment or modification to improve survival, reduce risks, and maximize potential benefits due to environmental conditions.

Air Quality Index (AQI): A numerical scale used to communicate the quality of outdoor air and its potential health effects to the public.

Building Redundancy: Process of incorporating backup systems or duplicate components into a system or infrastructure to ensure continued operation in case of failure or disruption.

Built Environment: Man-made structures, features, landscapes, and facilities viewed collectively as an environment in which people live and work.

CO_2: Carbon dioxide, a primary greenhouse gas (GHG).

Carbon Dioxide Equivalent (CO_2e): Number of metric tons of CO2 emissions with the same global warming potential as one metric ton of another greenhouse gas.

Carbon Mitigation: Methods to reduce emissions and stabilize the heat-trapping greenhouse gases in the atmosphere.

Certified Natural Gas: Natural gas that has been compressed and meets specific quality standards for use as a fuel in compressed natural gas vehicles.

Clean Energy: Energy sourced from systems with minimal GHG emissions such as solar, wind, geothermal, hydro, nuclear, biogas, and green hydrogen.

Circular Economy: Minimizing waste of resources by extracting the maximum value from them during their lifespan, and then recovering and regenerating products and materials at the end of their service life.

Climate Resilience: The ability to prepare for, recover from, and adapt to the impacts of climate change. It involves mitigating environmental stresses such as rising temperatures, changing precipitation patterns, and increasing frequency of extreme weather events as well as preparing for resulting social disruptions such as disease and economic shifts.

Compost: Nutrient-rich organic matter created through decomposition of organic materials such as food scraps, yard waste, leaves, and grass clippings.

Conservation: Management and sustainable use of natural resources to ensure their long-term availability and preservation for future generations.

Compressed Natural Gas (CNG): Natural gas that has been compressed to high pressures for use as a fuel in vehicles, industrial applications, and other energy-intensive processes.

Dark Sky Certification: Places, properties, or developments that meet specific criteria aimed at preserving and protecting the natural nighttime environment from light pollution.

Diversity, Equity, and Inclusion (DEI): Together, these initiatives promote a culture of respect, acceptance, and belonging, where everyone has equitable opportunities to thrive and contribute to their fullest potential. Diversity is the range of human differences, including but not limited to race, ethnicity, gender identity, sexual orientation, age, religion, socioeconomic

GLOSSARY

status, disability, and cultural background. Social Equity involves ensuring fairness, justice, and impartiality in the treatment of all individuals, particularly those from marginalized or underrepresented groups. Inclusion refers to creating environments where all individuals feel welcomed, respected, supported, and valued.

Drought Response Information Project (DRIP): Part of the Drought Response Plan and provides public education on why and how to reduce per capita water consumption.

Electric Vehicle (EV): A vehicle that can be powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source. An EV includes both a vehicle that can only be powered by an electric motor that draws electricity from a battery (all-electric vehicle) and a vehicle that can be powered by an electric motor that draws electricity from a battery and by an internal combustion engine (plug-in hybrid electric vehicle).'

Energy Efficiency: Optimization of the way energy is consumed, produced, and distributed to minimize waste and maximize productivity.

Energy Stewardship: Responsible management of energy resources, which can involve individuals, organizations, and communities taking proactive measures to conserve energy, reduce waste, and promote the efficient and responsible use of energy resources.

Engage GJ: Online engagement platform for Grand Junction community members to participate in local government.

Social Equity: Fairness and justice by allocating resources and opportunities to create equal outcomes for everyone.

Focus Area: A broad thematic group which identifies an opportunity to achieve a more resilient future.

Food Sovereignty: Concerns about global food systems, which are often characterized by inequalities, environmental degradation, and dependence on multinational corporations.

Goal: Provides a clear direction supporting a Focus Area, expressing the overarching purpose and intention.

Graywater: Wastewater generated from certain domestic activities such as bathing, showering, washing dishes, and laundry.

Green Infrastructure: A network of natural and semi-natural features, systems, and practices designed to provide various ecosystem services, manage environmental issues, and enhance the resilience and sustainability of human settlements. Examples include bioswales, permeable pavements, and green roofs.

Greenhouse Gas (GHG): Gas in the Earth's atmosphere that absorbs and emits radiation within the thermal infrared range, warming the Earth's surface and lower atmosphere.

GHG Emissions: The release of greenhouse gases into the Earth's atmosphere as a result of human activities and natural processes.

Key Performance Indicator (KPI): Benchmarks for measuring progress in each Goal.

Impact Fees: Charges imposed by local governments on new developments or policies to help cover the costs associated with providing public services.

Infill Development: Development of vacant or underutilized parcels of land.

GLOSSARY

International Energy Conservation Code (IECC): A model building energy code developed by the International Code Council (ICC) to establish minimum energy efficiency requirements for new residential and commercial buildings.

LEED: Leadership in Energy and Environmental Design is a rating system for green building design, construction and operation.

LEED for Cities: A tool for the City to track performance over time using nationally recognized best practices and measures for sustainability objectives.

Materials Recovery Facility (MRF): a\A specialized plant that receives, separates and prepares recyclable materials for marketing to end-user manufacturers.

Microgrid: A localized energy system that operates independently or in conjunction with the main grid to generate, distribute, and manage electricity for a specific geographic area.

Modal Filters: Traffic management measures used in urban areas to restrict vehicle access for to improve passage for pedestrians, cyclists, and emergency vehicles.

Mode Share: Percentage distribution of trips or journeys made by different modes of transportation, such as walking, cycling, driving, public transit, or other means.

Municipal Solid Waste (MSW): Solid waste generated by households, commercial establishments, institutions, and other non-industrial sources within a municipality.

Non-Functional Turf: Turfgrass that serves aesthetic purposes such as along streetscape sidewalks and roundabouts, rather than functional or practical uses such as sports fields, playgrounds, or recreational areas

Non-Potable Water: Water that is not suitable for drinking or human consumption due to its quality, contamination, or treatment status.

Property Assessed Clean Energy (PACE): Financing that uses future energy cost savings to collateralize capital improvements.

Particulate Matter (PM): A complex mixture of solid particles and liquid droplets suspended in the air.

Potable Water: Water that is safe and suitable for human consumption.

Priority Action: Actions that are most urgent or impactful for the to address.

Recycled vs Raw vs Ditchwater: Recycled water is treated wastewater suitable for reuse; raw water is untreated or minimally treated water from natural sources; ditchwater is untreated or minimally treated water collected or conveyed through open channels or ditches for agricultural or drainage purposes.

Retro-Commissioning (RCx): A process to improve the performance, efficiency, and operation of existing building systems and equipment to optimize energy use, reduce operating costs, and enhance occupant comfort, health, and productivity.

Renewable Energy: Energy derived from naturally occurring, replenishable sources that are essentially inexhaustible over time.

Renewable Energy Certificates (RECs): Tradeable renewable energy credits intended to incentivize renewable energy production.

GLOSSARY

Renewable Natural Gas (RNG): A type of renewable energy derived from organic material. RNG is also known as biomethane or biogas.

Resilience: An ability to recover from or adjust easily to misfortune or change.

Resilience Hub: A community-based facility or resource center to enhance the resilience and preparedness of individuals, families, neighborhoods, and communities to cope with and recover from various hazards, emergencies, disasters, and other adverse events.

Road Diets: Reallocation of space on existing roadways to improve safety, accommodate multiple modes of transportation, enhance the livability of communities, and promote active transportation. Typically involves reducing the number of travel lanes, narrowing lanes, adding or enhancing bicycle lanes or facilities, and/or implementing traffic calming measures.

Steering Committee: A group of individuals selected by staff and approved by City Council to provide strategic direction, advice and leadership. This may include representatives from local organizations and businesses, conservation groups, and the general community.

Strategy: A tactic or broad approach to achieve the Goals.

Supplemental Performance Measure (SPM): Additional metrics which align with each action to track and monitor progress.

Supply Diversion Center (SDC): A facility or organization that coordinates the management and distribution of supplies to support disaster relief efforts, humanitarian aid missions, and emergency response operations.

Sustainable: A method of harvesting or using a resource so that the resource is not depleted or permanently damaged.

Technical Working Group: A group of individuals with expert knowledge in specific areas who work together on specific goals.

Transportation and Engineering Design Standards (TEDS): The TEDS Manual establishes requirements and guides the city and developers on how streets and multimodal transportation infrastructure will be designed within Grand Junction. It includes guidance and requirements for preparing transportation impact statements (TIS), street design standards, access control, traffic signal design, street lighting, pavement, and pedestrian, bicycle, and transit facility design standards.

Transit-Oriented Development: An urban planning and design approach that focuses on creating compact, walkable, mixed-use developments around transit stations or corridors.

Tree Canopy: Branches, leaves, and foliage which form the crowns of trees and cover the ground when viewed from above.

Urban Forestry: Focuses on the management, conservation, and cultivation of trees and forests within urban areas.

Urban Heat Island (UHI): Urban areas that experience significantly higher temperatures than surrounding rural areas due to human activities and the built environment.

Vehicle Miles Traveled (VMT): A measure used to quantify the total distance traveled by all vehicles within a specific geographic area.

GLOSSARY

Walk Score®: Uses publicly available data to provide assessments of walkability and other modes of transportation (transit, bicycle) and is a good proxy to assess whether a city is becoming more or less walkable over time.

Waste Diversion: Minimization of the amount of waste sent to landfills and maximization of the recovery of valuable resources from waste streams.

Waste Management: The collection, transportation, treatment, recycling, disposal, and monitoring of waste materials generated by human activities.

Water Conservation: Using water efficiently and responsibly to minimize waste, reduce water consumption, and preserve water resources for current and future generations.

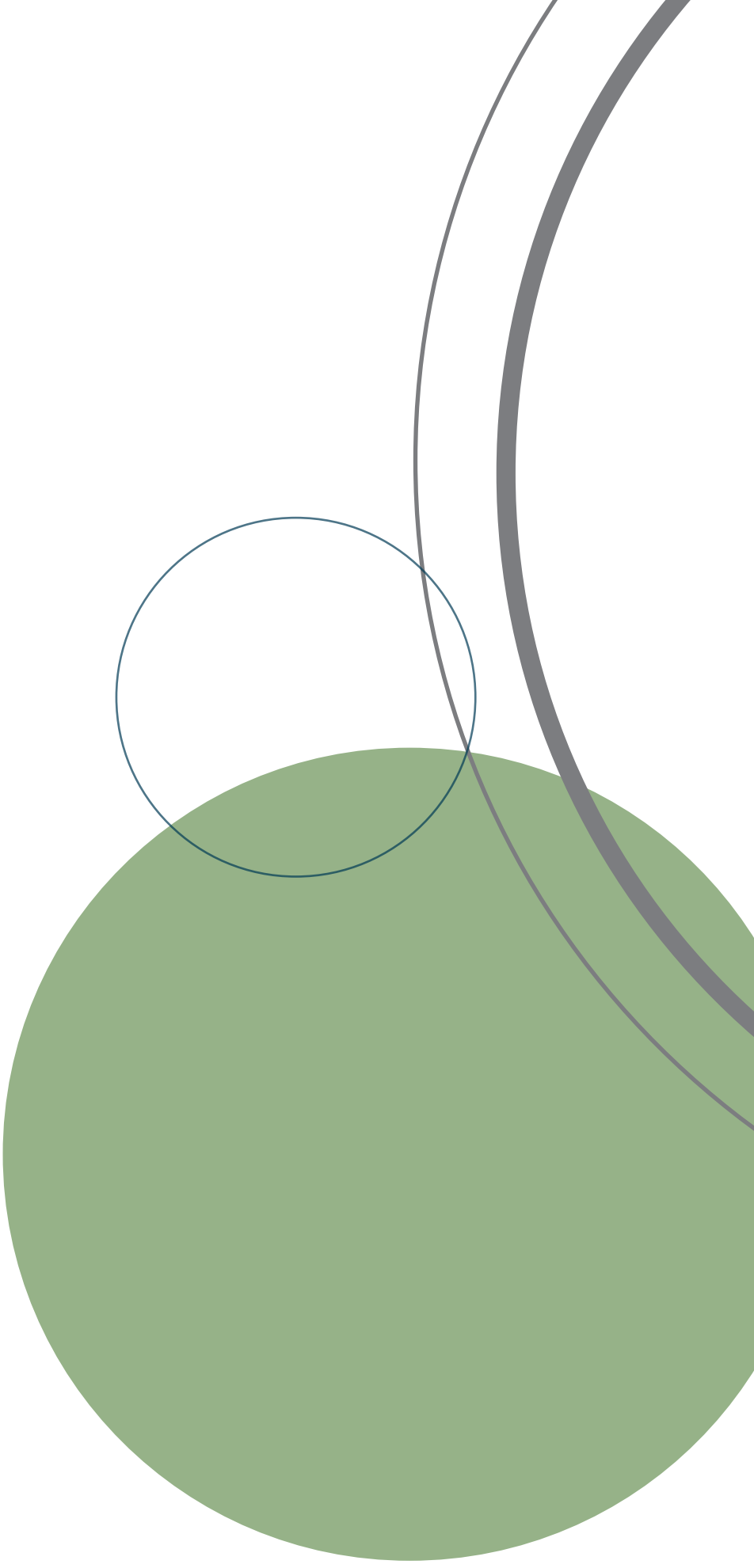
Water-Wise: Practices, behaviors, and technologies that promote efficient and responsible water use, particularly in the context of landscaping, gardening, and outdoor water usage.

Wildland Urban Interface (WUI): The zone of transition between unoccupied land and human development where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

Xeriscaping: A type of landscaping that conserves water and minimizes the need for irrigation.

Zero-Waste: Aims to minimize the amount of waste generated and sent to landfills or incinerators, ultimately striving to eliminate waste entirely.

Zoning and Development Code: The Zoning and Development Code update is the city's land use regulation that serves as a planning implementation tool of the City's One Grand Junction Comprehensive Plan.



RESOLUTION NO. ___-24

A RESOLUTION ADOPTING THE SUSTAINABILITY AND ADAPTATION PLAN

Recitals:

In 2020, the City adopted the One Grand Junction Comprehensive Plan, addressing the community's vision, goals, objectives, and policies, while establishing a process for orderly growth and development. The One Grand Junction Comprehensive Plan called for the City to "Develop and implement a comprehensive sustainability plan that addresses, among other topics, climate change.". Furthermore, the 2020 Comprehensive Plan's "Resource Stewardship" principle guides the City's effort to safeguard the quality of its air and other natural resources, which spans conservation efforts in the built environment, water consumption, waste management, energy use, and community resilience. In addition, the 2020 Comprehensive Plan's principles, "Safe, Healthy, and Inclusive Community" and "Effective and Transparent Government" call for the City to provide equitable, safe, and healthy environments for the public and practice sustainability in government operations.

In response, City staff have worked to create the city's first Sustainability and Adaptation Plan. Staff sought input from community members at a series of public events and via the City's public engagement website, and coordinated with stakeholders including local water district managers, public healthcare providers, natural resource association members, public utility providers, local and regional transportation planners and managers, business organizations, nonprofit service providers, educational institutions, multifamily and affordable housing developers. Internal experts in community development, water conservation and services, urban forestry, parks, mobility, transportation and engineering, and waste management were also consulted to develop the Sustainability and Adaptation Plan. A staff-suggested council-approved steering committee also provided guidance throughout the process.

The Plan has been carefully and diligently considered and formulated, driven by community input and best practices for preparing the City to maximize local benefits of extensive sustainability initiatives and to create equitable access to resources and opportunities that allow the community to adapt to environmental challenges in Grand Junction. The resultant plan provides relevant information, documents the public and stakeholder input that shaped it, and details strategies for the short-, medium- and long-term that will allow the City to flexibly prepare to thrive in the face of environmental impacts to local social and economic conditions.

The Sustainability and Adaptation Plan communicates the challenges presented by environmental hazards and provides a practical menu of programming to allow for flexible policy adoption regarding sustainability and adaptability in response to changes in the natural and built environment.

The City Council and City staff will use the Sustainability and Adaptation Plan to guide management decisions, raise public awareness, and prepare the City to preserve its natural resources and provide a safe and healthy way of life for its residents. The overall

purpose of the Sustainability and Adaptation Plan is to provide clear direction in the form of goals and strategies to foster sustainable practices. It is also designed to inform and empower both staff and the public in the face of social, environmental, and economic changes.

The adoption of the Plan does not constitute any decision or review of funding for all or part of the Plan. Any such decisions will be made following future discussions and decisions in consideration of the City's budget and/or other available funding sources such as grants.

By and with this Resolution, the City Council adopts, approves, and endorses the Sustainability and Adaptation Plan.

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

The Sustainability and Adaptation Plan is hereby approved and adopted as generally and specifically provided therein and in accordance with this Resolution.

PASSED AND APPROVED this 3rd day of July 2024.

_____
Abe Herman
President of the City Council

ATTEST:

_____
Selestina Sandoval
City Clerk

DRAFT

Grand Junction City Council

Workshop Session

Item #6.c.

Meeting Date:	July 3, 2024
Presented By:	Ashley Chambers, Housing Manager, Tamra Allen, Community Development Director
Department:	Community Development
Submitted By:	Ashley Chambers, Housing Manager

Information

SUBJECT:

A Resolution Creating a Production Incentive for Affordable Housing Units in the City of Grand Junction

EXECUTIVE SUMMARY:

At the April 29 City Council Workshop, a potential incentive for the production of affordable housing units was presented and discussed. With the direction provided at that workshop, City Staff has prepared a resolution for consideration that provides an incentive to encourage the development, both by non-profit and for-profit developers, of affordable housing units anywhere within the City of Grand Junction.

BACKGROUND OR DETAILED INFORMATION:

Low- and moderate-income housing projects are not exempt from fee payment by local code or state law. Typically, low-income housing projects have approached the City to pay all or a portion of the development fees that are due. If requests are approved, funds have been allocated from the General Fund or other sources like the Community Development Block Grant (CDBG). The City has historically taken the position that the fees are not exempt and need to be paid in full; however, the Code provides the City Council with the discretion to pay for some, none, or all of the impact fees imposed on low-or moderate-income housing development to promote housing affordability as enabled by CRS. 29-20-104 (5).

At the April 29 City Council workshop, Staff introduced a potential incentive to encourage affordable housing development by non-profit and for-profit developers anywhere within the City of Grand Junction. City Council indicated support for the draft incentive at that time.

The proposed incentive waives all development impact fees (Transportation Capacity

Payment or TCP, police, fire, parks) and plant investment fees (water, sewer) for units that are Affordable at 60 percent Area Median Income (AMI) or below for rental housing and 100 percent AMI and below for for-sale units. The incentive requires a commitment to maintaining the affordability of the unit for at least 30 years, which is consistent with industry standards. The 60 percent AMI or below for rental housing and 100 percent AMI and below for units for sale is consistent with the City's more acute needs for housing. For the purposes of this incentive, the waiver means the City will backfill the lost revenue from the fees that would otherwise be due to the specific revenue funds.

The applicability and incentive is provided, as follows and the attached resolution (specifically Attachment A) provides the administrative procedures related to this incentive. The incentive is proposed to become effective immediately upon adoption and letters of requests on a form(s) prepared/in a format required by the City, will be offered no later than 60 days after the effective date of the incentive to assist in preparing for the 2025 budget cycle.

1. Upon application and a determination by the City that an Affordable Housing project has or will be able to conform to the Grand Junction Municipal Code, the City Manager is authorized to waive applicable Development Impact Fees (TCP, police, fire, parks) and Plant Investment Fees (water, sewer) collectively referred to as "Fees" for the Affordable Housing units that have an affordability term of at least 30 years and are determined by the City to be "affordable" as defined and described below.

A. *Affordable For Sale Units*

- For sale units at 100% AMI or below for income-qualified households shall receive up to 100% of Fee waivers.

B. *Affordable For Rent Units*

- For rent units at 60% AMI or below for income-qualified households shall receive up to 100% Fee waivers.
- A Project providing at least one *Affordable For Rent Unit* (at 60% AMI or below) that comprises at least 10% of the overall residential rental units shall receive up to 100% fee waivers for the income qualified affordable for rent units and up to a 25% Fee waiver for the project's non-affordable rental units, limited to that part of a mixed-use Project that is residential.
- A Project providing at least two *Affordable For Rent Units* (at 60% AMI or below) that comprise at least 20% of the overall residential rental units shall receive up to 100% fee waivers for the income qualified affordable for rent units and up to a 40% Fee waiver for the project's non-affordable rental units, limited to that part of a mixed-use Project that is residential.

2. Without further action by the City Council, the Affordable Housing Production Incentive shall expire on Dec. 31, 2027.

City fees for a new dwelling unit in 2024 cost approximately the following:

	Fee	Multi-Family	Single-Family (1,250 to 1,649 sq.ft.)
Impact Fees	Transportation	$ 3,075	$ 3,285
	Parks	$ 962	$ 1,429
	Police	$ 227	$ 346
	Fire	$ 530	$ 805
	Open Space*	$ 555	$ 750
	Subtotal	**$ 5,349**	**$ 6,615**
Enterprise	Water PIF/Tap**	$ 2,539	$ 5,510
	Sewer PIF	$ 3,992	$ 5,544
	Subtotal	**$ 6,531**	**$ 11,054**
	Total	**$ 11,880**	**$ 17,669**
*Variable based on appraised value of land			
**Based on a 2-inch water meter (assuming a 12-unit building), and a ¾ inch water meter (Single-family			

Should the community be successful in developing affordable housing consistent with the Proposition 123 goal of 125 units per year, it would equate to between approximately $1,485,000 (all multifamily) and $2,208,625 (all single-family) in fees annually. These figures assume the units are newly constructed versus the preservation or acquisition of existing units.

Should this incentive be adopted, Staff recommends establishing, as part of the annual budget process, a line item to pay fees for projects that may utilize this incentive.

FISCAL IMPACT:

The fiscal impact of a formalized incentive or waiver policy for future GJHA or other non-exempt affordable housing projects will vary depending on the utilization and Affordable Units proposed within any given year and availability of funds to dedicate toward the policy annually, and would be developed as part of the annual budget process.

SUGGESTED ACTION:

I move to (adopt/deny) Resolution No. 44-24, a resolution adopting an affordable housing production incentive.

Attachments

1. Affordable Housing Incentive - Administrative Procedures
2. RES-Affordable Housing Production Incentive 20240628

ATTACHMENT A
AFFORDABLE HOUSING PRODUCTION INCENTIVE
ADMINISTRATIVE PROCEDURES

Application.

1. For 2024, letter of requests on a form(s) prepared/in a format required by the City, will be offered no later than 60 days after the Effective Date. In future years, no later than July 1 of a given year, the city will accept a pre-application letter of request for an Affordable Housing Production Incentive.
2. In future years, it is highly recommended that interested applicants must schedule a pre-application request meeting with the Community Development Director (or designee) to get feedback on project and technical assistance before submitting a letter of request.
3. A letter of request for an Affordable Housing Production Incentive Program shall be made to the Community Development Director, and must include the following:
    a. Project Name, ownership and developer information
    b. Date of Requested Funds
    c. Amount of units proposed in the project, whether the units will be for-sale or for-rent, or some mixture thereof and the AMI proposed for units.
    d. Description of the sources and uses for the project.
4. During the City's annual budget process, staff will make recommendations for program funding based on the requests received.
5. Once a program budget amount has been finalized, the City will extend a formal invitation for projects to apply for the Affordable Housing Incentive Program.

6. An application for an Affordable Housing Production Incentive Program shall be made to the Community Development Director, and will include at a minimum the following:
    a. Project Name, property ownership, developer or entity(s) information;
    b. Description of how the Project will address the City's housing needs and whether the units in the Project will be "for sale" or "for rent", or some mixture thereof. The Project description shall include but not be limited to an explanation of how many people the Project will serve, the level of need served as determined by AMI according to the latest HUD, Colorado Division of Housing and/or CHFA released figures and/or if there are other considerations made for population served;
    c. Description of the Project development timeline, sources and uses, whether the Project is dependent on other grant funding or entitlements, whether the Project will be phased, and if there any known uncertainties for the Project; and including long-term management plan.
    d. Description of how the benefit of the public investment flows to the end user and how the 30-year long term affordability requirement will be implemented.
    e. Description of the developer's experience with and capacity to implement the Project;
    f. Amount of incentive being requested as determined by the Affordable Unit count and/or portion of project that is residential.
    g. Prior to receiving award letter, A preliminary financing plan and letter of intent from a State or Federally chartered commercial bank or lender outlining the terms and conditions of construction and/or permanent loan to complete the Project.

Application Review and Funding Reservation.

7. Upon a recommendation from the Community Development Director, the City Manager (or designee) may, in their discretion to be consistent with the Affordable Housing Production Incentive Program may recommend funding for projects that demonstrates ability and capacity to perform to the City Council for approval and funding.

8. City Council will review the recommendations and consider the suitable Project(s) for funding. If an Affordable Housing Production Incentive is for more than one year, each year shall be subject to annual appropriation. The City Council may utilize the General Fund or other special revenue funds such as dedicated revenue for affordable housing for the repayment of the fees to appropriate Enterprise Fund(s) and/or Development Impact Fees in the amount of fees waived for a Project(s) pursuant to this incentive policy.

Incentive Agreement.

9. Should an Incentive be approved by City Council, the City and the developer and Project entity(ies) shall execute an Affordable Housing Production Agreement, which agreement shall at minimum provide:
    a. The value of the Fee waiver as a not to exceed amount; and,
    b. Terms for the commencement and completion of the Project; and,
    c. Payment schedule whereby the Fees waived upon the completion of the Project will be credited or paid by the City pursuant to the Affordable Housing Production Incentive; and,
    d. Remedy for default; and,
    e. Recording memorandum; and,
    f. For rental units: A Land Use Restriction Agreement and/or Deed Restriction requiring affordability of the Rental Affordable Units for a minimum 30-year term and meeting the criteria of Paragraph 7; and,
    g. For-Sale Units: A Land Use Restriction Agreement and/or Deed Restriction requiring that the finished homes be sold to an eligible buyer and outlining how that document will be released at resale to an eligible buyer upon adequate documentation of compliance with the long-term affordability requirements of Paragraph 11. Other provisions, as deemed appropriate by the City Attorney.

Maintenance of Agreement

10. The City shall either directly or through a contractor:
    a. Income qualify renters and/or buyers; and,
    b. Review and approve sample rental lease agreements verifying maximum rent (plus utilities and other expenses related to the rental of the unit) do not exceed 60% AMI or other approved rental cap for the unit. No unit or portion of a unit shall be sublet; and
    c. Conduct periodic audits at intervals determined necessary or appropriate of the Project's compliance with the Affordable Housing Production Incentive agreements. Audits shall include, but are not limited to, compliance with long-term affordability requirements, lease terms and income certification of renters and buyers

Long Term Affordability

11. The long-term affordability requirement shall be enforced through the use of a document/documents recorded on the property, which documents may include a land use restriction agreement, deed restriction, regulatory agreement benefit use covenant, recapture provision, restriction or other comparable document commonly utilized in affordable housing models. Such document shall include at a minimum the following provisions:
    a. Provisions requiring the continued occupancy of the unit by an eligible renter or owner during the affordability period.
    b. The affordability period of at least 30 years.
    c. For rental units, a provision disallowing the use of the unit as a short-term rental during the affordability period.
    d. For for-sale units, a provision requiring ongoing owner occupancy during the affordability period.

Definitions.

I. “Affordable Unit” means any primary or multi-family dwelling unit for rent for 60% Area Median Income or below or a primary or multi-family dwelling unit for sale for 100% Area Median Income or below for income-qualified households.

II. “Area Median Income - AMI” means the area median income as regularly determined and published by the United States Department of Housing and Urban Development (HUD), Colorado Division of Housing (DOH) or the Colorado Housing and Finance Authority (CHFA).

III. “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 Fees 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.

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. XX-24

A RESOLUTION ADOPTING A FEE WAIVER OR REDUCTION FOR A PRODUCTION INCENTIVE FOR AFFORDABLE FOR SALE AND AFFORDABLE FOR RENT UNITS IN THE CITY OF GRAND JUNCTION, COLORADO

RECITALS:

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%, that 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% Area Median 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, on October 6, 2021, the City Council approved Resolution 82-21 adopting a Housing Strategy outlining twelve 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 affordable homeownership opportunities. Strategy 5 calls for the City to “formalize existing incentives and consider additional incentives for affordable housing development.” On December 21, 2022, the city approved Resolution 96-22, which added a thirteenth housing strategy to promote community engagement and education around housing.

In August 2023, the City Council approved Resolution 65-23 and adopted a definition of *Affordable Housing* as rental housing units affordable to households earning 60 percent AMI or below, or for-sale housing units that are affordable to households earning 100 percent AMI or below. Additionally, attainable housing rental housing units are affordable to households earning 80 percent to 100 percent AMI and for-sale housing that is affordable to households earning 100 percent to 140 percent. The Resolution included a goal to increase affordable housing stock by 124 annually (or 372 over three years). By and with the adoption of this Resolution, the City Council provides an incentive to produce Affordable Housing consistent with its previously established policy.

For the reasons expressed, among others, in these Recitals, the Grand Junction City Council hereby approves a fee waiver or reduction in fees to incentivize the production of for sale and affordable for rent Affordable Housing units in the City of Grand Junction to become effective immediately, and to continue, unless amended or repealed by further action of the City Council, to subject to annual appropriation through December 31, 2027.

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

The 2024 Affordable Housing Production Incentive Program, is hereby adopted and made effective immediately (Effective Date) as follows:

1. The foregoing Recitals are incorporated herein and in consideration of the same the City Council finds, determines, and resolves that as follows:

    a. Upon application and a determination by the Director of the Community Development Department that an Affordable Housing project (Project) has, or will when developed conform to the Grand Junction Municipal Code (GJMC), the City Manager is authorized to pay from the General Fund, in an amount not to exceed the appropriated budget for such expenditure, all applicable Development Impact Fees (Transportation Capacity Payment [TCP], police, fire, parks, and other impact fees as may be adopted)) and Plant Investment Fees (water, sewer), and Open Space in lieu of dedication fees collectively referred to as "Fees" for Affordable Housing Units that: i) have an affordability term of at least 30 years enforced by a mechanism such as a recapture agreement, land use restriction agreement, deed restriction, use covenant, or other comparable document commonly utilized in affordable housing models and are determined by the City to be *affordable* as defined and described herein.

    b. Affordable For Sale Units
    - For sale units at 100% AMI or below for income-qualified households shall receive up to 100% of Fee waivers.

    c. Affordable For Rent Units
    - For rent units at 60% AMI or below for income-qualified households shall receive up to 100% Fee waivers.

    - A Project providing at least one *Affordable For Rent Unit* (at 60% AMI or below) that comprises at least 10% of the overall residential rental units shall receive up to 100% fee waivers for the income qualified affordable for rent units and up to a 25% Fee waiver for the project's non-affordable rental units, limited to that part of a mixed-use Project that is residential.

    - A Project providing at least two *Affordable For Rent Units* (at 60% AMI or below) that comprise at least 20% of the overall residential rental units shall receive up to 100% fee waivers for the income qualified affordable for rent units and up to a 40% Fee waiver for the project's non-affordable rental units, limited to that part of a mixed-use Project that is residential.

2. Without further action by the City Council this Resolution and subject to annual appropriation of funds the Affordable Housing Production Incentive Program is adopted and approved hereby and herewith the Program shall expire on the earlier of non-appropriation or December 31, 2027.

ADOPTED AND APPROVED THIS ____ day of July 2024.

_____
Abram Herman
President of the City Council

DRAFT

Selestina Sandoval
City Clerk

DRAFT

DRAFT

Grand Junction City Council

Regular Session

Item #6.d.

Meeting Date: July 3, 2024

Presented By: Ashley Chambers, Housing Manager

Department: Community Development

Submitted By: Ashley Chambers, Housing Manager

Information

SUBJECT:

A Resolution Adopting the Unhoused Strategies and Implementation Plan

RECOMMENDATION:

Staff recommends the adoption of the Resolution.

EXECUTIVE SUMMARY:

In the recently completed Unhoused Needs Assessment (UHNA) conducted by JG Research, findings included identifying community needs and service gaps, existing systemic issues, and community strengths. Based on these findings, JG Research recommended community-led strategies, informed by effective policy and program models, to facilitate the transition of the unhoused population into stabilization and housing. In response, City Council requested that staff address the implementation of these strategies, including defining roles and responsibilities and developing a framework for implementation. Seven strategies and implementation are discussed in detail in the attached Unhoused Strategies and Implementation Plan that were developed in conjunction with the City Council, Mesa County Commissioners, City and County staff, and Grand Junction area partners, service providers, people with lived experience, and community members.

BACKGROUND OR DETAILED INFORMATION:

In December 2022, the City initiated proactive measures by creating a survey to directly engage with People Experiencing Houselessness (PEH), aiming to identify entry points into houselessness and barriers hindering their transition out of it in Grand Junction. This effort, informed by a "systems-thinking" approach, provided valuable insights into PEH characteristics and experiences. Subsequently, the City collaborated with the Mesa County Behavioral Health Team and Grand Junction Housing Authority to conduct a comprehensive Unhoused Needs Assessment (UHNA), funded by various

sources including the City, as well as through partnerships and grants. JG Research and Evaluation, LLC (JG) and OMNI Institute were selected as project consultants. The Needs Assessment included demographic data aggregation and qualitative data collection through interviews and surveys. The second part of the effort included creating an Unhoused Strategy whereby findings from the Needs Assessment were folded into a strategic plan through focus groups and feedback sessions with various stakeholders.

On January 22, the Unhoused Needs Strategic Report was presented to City Council and County Commissioners, followed by a request for further discussion and adjustments to the draft strategies. In response to the City Council's direction, City staff met with an ad-hoc workgroup of partner organizations and county staff to develop a comprehensive framework for the Unhoused Strategies and Implementation Plan (Plan), incorporating input from key stakeholders.

The plan is designed to further the initial findings outlined in the Unhoused Strategy Report, transforming them into a comprehensive community-wide plan to address the critical gaps and meet the immediate needs of PEH, aligning them with the community objective of achieving functional zero. The plan envisions an integrated, adaptable, and interconnected service network that promotes restoration, stability, and self-determination. It prioritizes the needs of all residents through collaborative efforts across various jurisdictions, business sectors, faith-based and non-profit organizations, philanthropic groups, and both housed and unhoused individuals. It is designed as a dynamic working document to track goals and implementation over time and be updated as needed.

The plan has been presented at the April 15, 2024, City Council Workshop, the Joint City Council/Mesa County Commissioners Workshop on June 4, 2024. Additional presentations have been made to The Mesa County Collaborative for the Unhoused (MCCUH), the Grand Valley Homeless Coalition, and multiple other community groups.

As a community-wide plan designed for immediate implementation, the intention is to seek formal adoption by the MCCUH and the Grand Valley Homeless Coalition (dates TBD) and to launch the focus area work groups as outlined in the plan on July 12, 2024.

FISCAL IMPACT:

This action has no direct fiscal impact to the city.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution Number 49-24, a resolution adopting the Unhoused Strategies and Implementation Plan.

Attachments

1. Unhoused Strategy&Implementation Plan

2. GJ Unhoused Strategy Report
3. Unhoused Needs Assessment
4. RES-2024 Unhoused Strategy & Implementation Plan

DRAFT

UNHOUSED

Strategy & Implementation Plan

KEY INPUT FROM:

Mesa County Homeless Coalition

Mesa County Colloaborative for the Unhoused (MCCUH)

Scott Aker, Grand Junction Housing Authority/MCCUH Chair

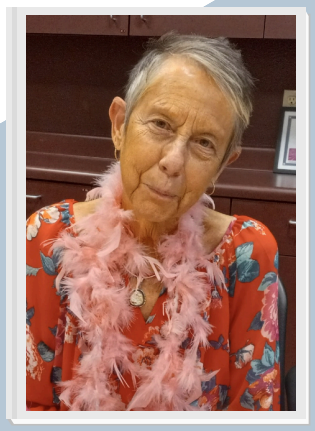
Sherry Price, City of Grand Junction/MCCUH Vice-Chair

Beverly Lampley, Grand Valley Catholic Outreach/MCCUH Secretary/Treasurer

Cathy Story, Quality Health Network/MCCUH Representative/Community Collaboration

Stephania Vasconez, Mutual Aid Partners

Ashley Chambers, City of Grand Junction



IN MEMORY
BEVERLY LAMPLEY

Beverly's dedication to supporting the unhoused and those living in poverty in Grand Junction inspired us all. Her leadership and voice were instrumental to the development of the Unhoused Strategies & Implementation Plan. Her compassion and tireless efforts transformed countless lives, offering hope and dignity to those who needed it most. Beverly's legacy is a powerful reminder of the profound impact one person can have through selfless service and unwavering dedication, and her spirit will continue to inspire and guide us.

THIS PLAN WAS DEVELOPED WITH FUNDING FROM:

The UHNA (2023) identified 5 key needs:

1. Shortage of affordable housing.
2. Shelter and housing options for acute needs.
3. Housing instability and displacement.
4. Access to supportive services and basic needs.
5. System Improvement, coordination, and collaboration.

The Unhoused Strategies aim to achieve seven key strategic objectives:

(Each specific objective aligns with one or more overarching strategies)

1. Reduce the number of people experiencing houselessness.
2. Reduce the length of time individuals remain unhoused.
3. Reduce the number of people who enter first-time houselessness.
4. Reduce the number of people who return to houselessness.
5. Increase the number of people entering permanent housing.
6. Increase successful placements of people of unsheltered PEH into both transitional and permanent housing.
7. Increase successful referrals to behavioral health treatment and supportive services.

Executive SUMMARY

The Unhoused Strategy & Implementation Plan builds upon the research conducted by JG Research in the Unhoused Needs Assessment (UHNA). It enhances the initial findings outlined in the Unhoused Strategy Report, transforming them into a comprehensive community-wide plan.

This plan is aimed at addressing critical gaps and meeting the immediate needs (identified in the UHNA & outlined on the left) of individuals experiencing homelessness (PEH) in the Grand Junction area, aligning with the overarching community objective of achieving Functional Zero.

The plan strives to achieves seven key strategic outcomes (enumerated on the left), ensuring a systemic response that prevents homelessness, minimizes its occurrence, and expedites access to shelter, services, and a pathway toward stable permanent housing for those experiencing homelessness.

Furthermore, the plan envisions an integrated, adaptable, and interconnected service network that promotes restoration, stability, and self-determination for all individuals, irrespective of their economic or social status and wherever they reside in the community.

Moreover, it prioritizes meeting the needs of all residents through collaborative efforts across various jurisdictions, business sectors, faith-based and non-profit organizations, philanthropic groups, and both housed and unhoused individuals. Only through these unified efforts, guided by a clear strategy, can the response necessary for the community to thrive be created.

Designed as a dynamic working document, this plan facilitates the tracking of goals and the implementation of strategies over time and will be updated as needed.

COMPREHENSIVE PLAN TO END HOUSELESSNESS

As highlighted in both the Unhoused Needs Assessment and Unhoused Strategies, there are significant gaps in the current response to the houseless crisis in the Grand Junction area, hindering the ability to adequately meet the needs of people experiencing homelessness (PEH). The Unhoused Strategies and the Implementation Plan present an opportunity to establish a more effective system that addresses the needs of the unhoused community and focuses on preventing households from becoming houseless. Essential tools for implementing this plan include community engagement, collaborative planning, incorporating a diverse range of experiences and expertise, and actively involving individuals with lived experience.

ACHIEVING FUNCTIONAL ZERO

This plan aims to achieve "functional zero," ensuring immediate access to services and housing for anyone experiencing houselessness. It's a widely-used approach across the US, with 14 communities successfully ending houselessness for target populations and 44 witnessing reductions. In 2019, the Homeless Coalition, on behalf of 43 local service agencies, government entities, and community members, pledged to transition into a "Built for Zero" community.

Key elements of becoming a "Built for Zero" community include maintaining a comprehensive list of individuals experiencing homelessness, coordinating efforts among agencies, measuring success at the community level, and making data-driven investments in housing resources. Individual programs are held accountable for client outcomes, with a focus on the overarching goal of ending houselessness.

EXISTING PLANS

Significant initiatives are currently ongoing in the community to enhance the region's crisis response system, with a particular emphasis on refining specific components of the response. However, there lacks a unified plan that comprehensively integrates and coordinates these efforts. The Strategy & Implementation Plan aims to address this gap by consolidating various smaller plans and initiatives into one cohesive strategy. It seeks to ensure that connections within the system are established to sustain housing, encompassing factors such as employment, basic needs, mental and behavioral health, transportation, and community support.

AFFORDABLE HOUSING

Addressing houselessness requires a response that acknowledges its complexity, but at its core lies a fundamental issue: the Grand Junction area lacks sufficient affordable housing, particularly for households earning less than 60% of the Area Median Income (AMI).

High housing costs often result in households becoming cost-burdened, paying more than 30% of their income on housing. While increasing housing opportunities is crucial in ending houselessness, it's not the sole solution. To enable individuals to access and maintain housing, the crisis response system must collaborate with service providers, local developers, faith organizations, and municipal housing strategy implementation efforts.

In 2021, the City of Grand Junction adopted the Grand Junction Housing Strategy, which includes provisions for providing housing and services to the unhoused. However, addressing the need for low-cost housing requires attention to retaining and developing housing options that cater to individual needs of the . Without access to sustainable housing, the crisis response system cannot effectively transition households out of houselessness.

PATHWAY TO SUCCESS

Modeled after The Collaborative Community Response Initiative (CCRI), this framework is designed to be complex, adaptive, and a system response to the disparities in well-being that supports evidence-based individual interventions that are delivered in an integrated, coherent and person-centered framework.

Phase One: **FRAMEWORK**

An Initial ad-hoc workgroup met to:

- Identify contributors and cultivate community consensus.
- Develop action team and identify subject specific workgroup categories to include existing community workgroups.
- Determine key steps for plan development and establish a framework for implementation.
- Create a timeline of major milestones for implementation.
- Establish a monitoring and implementation structure.

Phase Two: **ACTION PLANS**

Ad-hoc workgroup expands into an Implementation Action Team to:

- Assign members of the action team to lead subject-specific workgroups.
- Identify additional subject matter experts to participate in correlated workgroups
- Workgroups launch and develop next steps, timeline, baseline, and key performance indicators for implementation of each assigned action related to specific strategy.

Phase Three: **IMPLEMENT**

Workgroups will:

- Do the work and implement action plans
- Keep stakeholders informed of the progress of the plan
- Coordinate efforts across subject matter workgroups and communicate to correlated Action Team Lead.

Phase Four: **MONITOR & TRACK**

Workgroups will:

- Regularly monitor and evaluate the progress
- Track key metrics to measure success and identify areas that need improvement
- Report to lead

Lead Team will:

- Communicate and compile information to present for public, council, etc.

Phase Five: **ADAPT & ADJUST**

Action Team through workgroups regularly:

- Adapt implementation plan as needed; particularly as new information becomes available or circumstances change, be prepared to adjust the plan accordingly to ensure its success.

IMPLEMENTATION **ACTION TEAM**

Coordination is essential for a successful regional response to houselessness and must encompass effective leadership, a shared vision, a comprehensive plan, a governing structure, utilization of data, and a framework for sustained effectiveness.

The Implementation Action Team will:

- Provide Shared Vision, & Transparency
- Emphasize Performance and Accountability
- Facilitate Coordination Among Partners
- Ensure involvement of Experts and Stakeholders Representing a Diverse set of Viewpoints and Experiences
- Coordinate the Collection, Analysis and Integration of Data
- Provide quarterly and annual reports available to the public

IMPLEMENTATION ACTION TEAM

STRUCTURE

The structure of the Implementation Action Team is circular, with different layers representing various roles and responsibilities. The outer circle consists of the leadership team representing both the Inter-Governmental Task Force and MCCUH. While there is an overlap in membership, each entity fulfills distinct roles, providing support, and serving as catalysts to propel the work forward. Moving inward, the workgroups, led by members of the leadership team, are subject matter-focused and designed to support specific key actions under each strategy. Workgroups may contain additional community members and subject matter experts. While some strategies may require multiple work groups, the aim is for these groups to implement, develop, track, and monitor actions within the community. Service Providers are represented in each layer, and implement actions recommended by workgroups. The core of the structure comprises a PEH Advisory Workgroup who actively participate, advise, and influence decision-making at every layer, and endeavor to implement initiatives within the unhoused community.

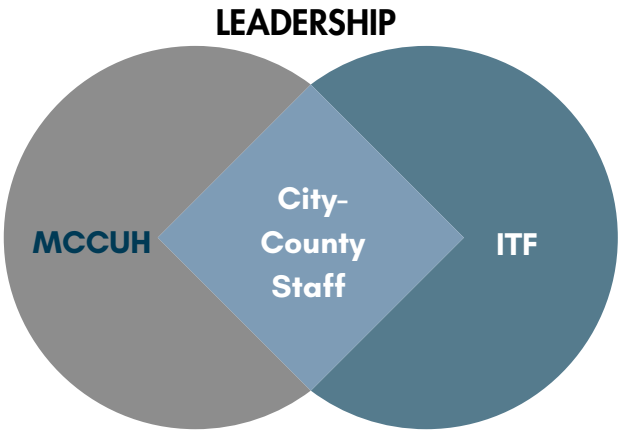
LEADERSHIP

Leadership for the Implementation Action Team will be supported through the outer layer including the two primary leads working collaboratively to advance the Implementation Plan. The **Inter-Governmental Task Force (ITF)** will provide specific leadership in the implementation of strategies related to the governmental functions within the community. Members of the ITF include city, county, and quasi-governmental agency staff who deliver essential services to the unhoused population. **The Mesa County Collaborative for the Unhoused (MCCUH)** is a network of key service providers and interdisciplinary teams dedicated to establishing a cohesive system of care for the unhoused population in the Mesa County area. Acting as a catalyst, the MCCUH unites partners and optimizes resources.

These two lead teams intersect with participation from key City and County staff members who are responsible for developing reports, maintaining documents, and providing updates to elected officials during County Commission or City Council workshops or meetings. The leadership teams work collaboratively to facilitate and lead specific subject matter workgroups tasked with defining next steps, timeline, baseline, and key performance indicators for implementation of each assigned action related to a specific strategy.

WORKGROUPS

The initially proposed workgroups identified below will be led by a representative(s) from the leadership team. They will work in key areas to support the actions related to their subject expertise or area of interest. Workgroup members can include representatives from the general public, business sectors, faith-based and non-profit organizations, philanthropic groups, and unhoused individuals.



ADMINISTRATIVE INTEGRATION

This workgroup coordinates administrative processes across multiple service providers, aiding in implementation and enhancing consistency, efficiency, and effectiveness. They also facilitate communication and collaboration between organizations to ensure optimal system functioning.

DATA ANALYSIS

This workgroup examines data on unhoused individuals, gathering and analyzing it to identify trends and gaps in services, informing decision-making and resource allocation. They produce reports to guide policy development, program evaluation, and strategic planning efforts to achieve 7 strategic outcomes.

FUNDING & RESOURCE STEWARDSHIP

This workgroup secures grants, explores funding options, and fosters partnerships to ensure sustainable financial support for homelessness initiatives. Their goal is to maximize resources and effectively manage funds to address the needs of people experiencing homelessness (PEH).

POLICY & PUBLIC ENGAGEMENT

This workgroup will research, track, advocate, and recommend policies at all government levels and helps foster community understanding through education. They will engage with officials and stakeholders to secure support and understanding for housing solutions and PEH

OUTREACH & BASIC NEEDS

This workgroup focuses on increasing street outreach and enhancing essential services in the community. They work to address gaps in services and identify creative solutions for meeting specific needs.

COMMUNITY RESILIENCE & PUBLIC HEALTH

This workgroup supports unhoused system coordination of resources related to public safety, mental and behavioral health, substance use, healthcare, and policies supporting access to services for individuals experiencing houselessness. They also foster collaboration among service providers to ensure comprehensive care within the community.

ACCESS & MOBILITY

This workgroup aims to enhance transportation options for unhoused individuals, ensuring access to essential services and addressing mobility barriers within the community through collaboration and advocacy efforts.

PEH ADVISORY

This workgroup provides guidance and feedback on policies, programs, and services aimed at addressing houselessness, ensuring that the perspectives and needs of PEH are considered in the decision-making processes within the unhoused system.

HOUSING STABILITY

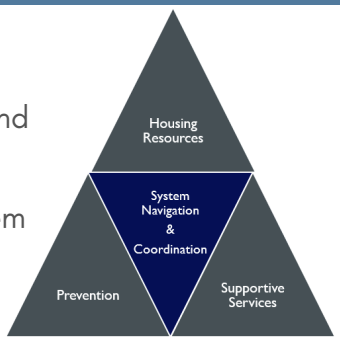
Aims to improve housing stability and increase housing choices for unhoused or at-risk of houselessness in the community.

UNHOUSED **STRATEGIES**

The Seven Unhoused Strategies were collaboratively developed with community-wide support and presented as recommendations to the Grand Junction City Council and the Mesa County Board of Commissioners. While each strategy includes recommended actions, these steps may evolve or expand during implementation. Moving forward, the workgroups will leverage their subject matter expertise to define the next steps, timeline, baseline, and key performance indicators for implementing each assigned action aligned with its corresponding strategy. The sequence of strategies does not indicate priorities, and implementation is anticipated to occur concurrently. Although there's a proposed timeline for initiating the implementation of each overarching strategy, workgroups will be responsible for assigning timelines to individual action items. Some strategies may enhance the efficiency and effectiveness elements for others.

STRATEGY 1 ESTABLISH A COMMUNITY-WIDE FRAMEWORK FOR ENHANCING THE COORDINATED ENTRY SYSTEM OF CARE PROCESSES

Improving systems supporting service provider referrals, access coordination, assessments, prioritization, and housing referrals is essential to better connect PEH and prevent them from falling through the cracks. Additional investment in the system is crucial to achieving community-driven goals. Strengthening key elements of the system ensures more efficient and effective use of funds and services, thereby alleviating provider capacity pressures.



OBJECTIVES

1. Reduce the number of people experiencing houselessness.
2. Reduce the length of time individuals remain unhoused.
3. Reduce the number of people who enter first-time houselessness.
4. Reduce the number of people who return to houselessness.
5. Increase the number of people entering permanent housing.
6. Increase successful placements of people of unsheltered PEH into both transitional and permanent housing.
7. Increase successful referrals to behavioral health treatment and supportive services.

ACTION TEAM LEAD

Mesa County Collaborative for the Unhoused

IMPLEMENTATION TIMELINE

In process - 2 years

ACTIONS

		WORKGROUPS
1.1	Establish a Coordinated Entry System (CES) Leadership Team representing various key stakeholders to guide the ongoing decision-making process.	ADMINISTRATIVE INTEGRATION DATA ANALYSIS
1.2	Establish clear and measurable performance metrics to track effectiveness of the CES. Metrics should include housing placement rates, time to housing, and improvements made.	ADMINISTRATIVE INTEGRATION DATA ANALYSIS
1.3	Implement a systemic process for continuous improvement; regularly review data, seek feedback from stakeholders, and conduct after-action reviews to identify areas for enhancement using this information to adjust policies.	ADMINISTRATIVE INTEGRATION DATA ANALYSIS
1.4	Strengthen data collection and analysis capabilities to inform decision-making by developing protocols for consistent data entry; integration of data systems; and frequent evaluation of trends, gaps, and areas for improvement	ADMINISTRATIVE INTEGRATION DATA ANALYSIS

ACTIONS	WORKGROUPS
1.5 Provide training and education for all stakeholders involved in the CES, including frontline staff, case managers, outreach workers, community partners, and community members more broadly for increased understanding	**ADMINISTRATIVE INTEGRATION** **POLICY & PUBLIC ENGAGEMENT** **FUNDING & RESOURCE STEWARDSHIP**
1.6 Create a formalized PEH Advisory Group to identify needs, give feedback on metrics and system issues and inform practices of CES and ongoing efforts.	**ADMINISTRATIVE INTEGRATION** **PEH ADVISORY GROUP**

STRATEGY 2 ESTABLISH A FLEXIBLE CITY-COUNTY HOUSING FUND TO SUPPORT HOUSING SECURITY AND INCREASE COLLABORATION BETWEEN SERVICES

Working together to address homelessness, they combine resources and expertise to offer effective services and financial assistance. A flexible funding pool could secure stable housing for individuals and enhance collaborative service delivery, providing a versatile solution to address and alleviate the impacts of homelessness.

OBJECTIVES

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ACTION TEAM LEAD

Inter-Governmental Task Force

IMPLEMENTATION TIMELINE

6 months - 1 year

ACTIONS

	ACTIONS	WORKGROUPS
2.1	Direct financial resources toward preventing houselessness and encourage efforts among providers.	FUNDING & RESOURCE STEWARDSHIP
2.2	Explore public-private parterships with government agencies, non-profit organizations, philanthropic groups and private businesses to pool resources and create a more robust and sustainable flexible housing fund.	FUNDING & RESOURCE STEWARDSHIP
2.3	Develop innovative long-term assistance models that can allow individuals to pay back assistance based on their financial capacity. (i.e. revolving funds).	FUNDING & RESOURCE STEWARDSHIP

STRATEGY 3 INCREASE ACCESS TO PREVENTION, DIVERSION, AND HOUSING NAVIGATION

Assistance in accessing supportive housing programs is crucial, especially for those already experiencing houselessness, as barriers such as resources, time, and eligibility requirements can impede access. While various providers offer services like financial training and legal assistance, improving access, engagement, and coordination across these services is essential to maximize benefits for individuals at risk of houselessness.

OBJECTIVES

1. Reduce the number of people experiencing houselessness.
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7. Increase successful referrals to behavioral health treatment and supportive services.

ACTION TEAM LEAD

Mesa County Collaborative for the Unhoused

IMPLEMENTATION TIMELINE

In Process - 1 year

ACTIONS

		WORKGROUPS
3.1	Provide comprehensive and aligned outreach (e.g. increase number of staff improving access of prevention and housing navigation services).	OUTREACH & BASIC NEEDS PEH ADVISORY GROUP
3.2	As part of the CES evaluation process and next steps, integrate diversion into the policies and procedures for CES administration in line with national best practices. Increase availability of housing problem solving and diversion services for all people engaged with CES.	ADMINISTRATIVE INTEGRATION DATA ANALYSIS HOUSING STABILITY
3.3	Coordinate the development and implementation of the diversion strategy with other strategies, including the CES evaluation and flexible housing fund.	ADMINISTRATIVE INTEGRATION FUNDING & RESOURCE STEWARDSHIP
3.4	Coordinate and leverage existing prevention resources across city-county to connect households at imminent risk of houselessness with stabilization resources.	ADMINISTRATIVE INTEGRATION DATA ANALYSIS HOUSING STABILITY

ACTIONS	WORKGROUPS
3.5 Develop a landlord engagement program to expand housing referrals and increase accessibility of existing affordable housing stock.	FUNDING & RESOURCE STEWARDSHIP HOUSING STABILITY
3.6 Expand programs to provide workforce, vocational training, education for PEH.	OUTREACH & BASIC NEEDS PEH ADVISORY GROUP
3.7 Expand outreach efforts through the City of Grand Junction's Neighbor-2-Neighbor Program, Resource Center and other Service Providers to include prevention and diversion services.	ADMINISTRATIVE INTEGRATION
3.8 Utilize existing housing related screening processes implemented by healthcare or emergency service providers to identify individuals at-risk of loosing housing.	ADMINISTRATIVE INTEGRATION HOUSING STABILITY
3.9 Integrate housing navigation with case management services.	ADMINISTRATIVE INTEGRATION HOUSING STABILITY

STRATEGY 4 EXPAND ACCESSIBILITY TO BASIC NEEDS AND HYGIENE

Enhance facilities providing essential services like bathrooms, drinking water, food, laundry, showers, and climate-controlled spaces for individuals experiencing homelessness (PEH). Ensuring 24/7 access to these facilities is vital for meeting their basic needs and enduring unsheltered conditions, with strategic placement accounting for community dynamics.

OBJECTIVES

7 Increase successful referrals to behavioral health treatment and supportive services.

ACTION TEAM LEAD

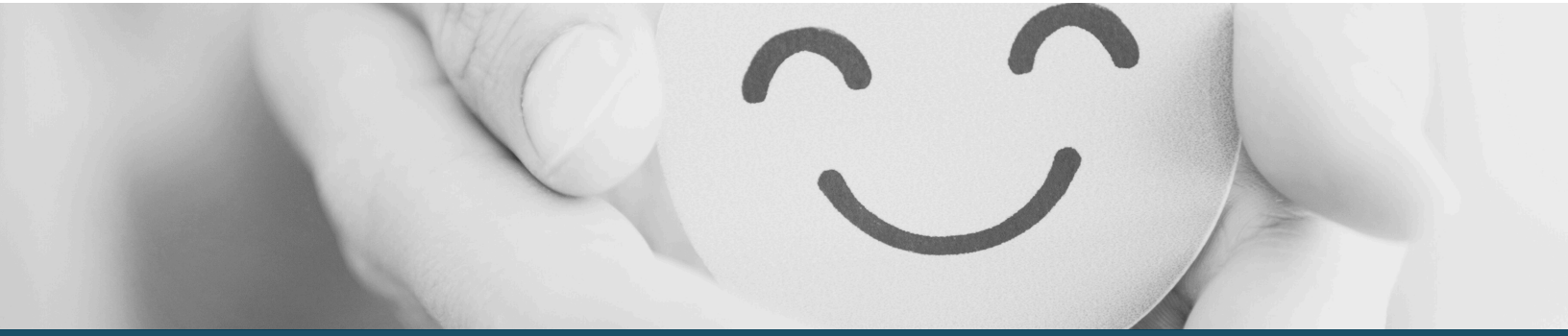
Inter-Governmental Task Force

IMPLEMENTATION TIMELINE

In Process - 2 years

ACTIONS

	ACTIONS	WORKGROUPS
4.1	Identify and expand locations throughout county for high-risk geographic areas, areas accessible by public transportation, and proximity to other agencies/services.	OUTREACH & BASIC NEEDS PEH ADVISORY GROUP
4.2	Identify potential sources of funding.	OUTREACH & BASIC NEEDS FUNDING & RESOURCE STEWARDSHIP
4.3	Improve coordination across providers, organizations, and community groups that are already providing some basic needs and hygiene.	OUTREACH & BASIC NEEDS PEH ADVISORY GROUP
4.4	Leverage existing service providers and faith communities that are actively offering these services.	OUTREACH & BASIC NEEDS PEH ADVISORY GROUP
4.5	Incorporate needs of PEH in ongoing efforts to redevelop city park and other public facilities.	OUTREACH & BASIC NEEDS PEH ADVISORY GROUP



STRATEGY 5 EXPAND MENTAL HEALTH CARE, HEALTHCARE AND SUBSTANCE USE TREATMENT SERVICE OPTIONS

While treatment providers exist in Grand Junction, accessibility for PEH remains challenging due to unstable housing, necessitating a comprehensive, coordinated approach to improve access and effectiveness of healthcare, mental health and substance use treatment, especially for chronically unhoused individuals. Leveraging existing program models like MAC can optimize resource utilization for better outcomes.

OBJECTIVES

7 Increase successful referrals to behavioral health treatment and supportive services.

ACTION TEAM LEAD

Inter-Governmental Task Force

IMPLEMENTATION TIMELINE

In Process - 2 years

ACTIONS

WORKGROUPS

5.1 Integrate mental health, SUD treatment and other recovery-oriented service with interim housing options, recognizing and prioritizing that stable housing is a foundation for addressing mental health and SUD concerns.

- COMM RESILIENCE & PUBLIC HEALTH
- HOUSING STABILITY

5.2 Cross train behavioral health case manager to provide housing navigation, and housing providers to provide behavioral service referrals.

- COMM RESILIENCE & PUBLIC HEALTH
- ADMINISTRATIVE INTEGRATION

5.3 Assist in PEH in enrollment for health insurance, Medicaid, SSI/SSDI and other public assistance benefits.

- OUTREACH & BASIC NEEDS
- ADMINISTRATIVE INTEGRATION
- PEH ADVISORY GROUP
- COMM RESILIENCE & PUBLIC HEALTH

5.4 Explore mobile clinics and outreach teams that can reach PEH in various settings such as shelters, streets, and community centers.

- OUTREACH & BASIC NEEDS
- PEH ADVISORY GROUP

5.5 Ensure treatment services are flexible and culturally competent, considering the diverse backgrounds of the unhoused population.

- COMM RESILIENCE & PUBLIC HEALTH
- ADMINISTRATIVE INTEGRATION

5.6 Develop integrated data systems that allow for seamless information sharing among service providers, ensuring healthcare professionals have access to relevant information and can make informed decisions about individual care.

- DATA ANALYSIS
- COMM RESILIENCE & PUBLIC HEALTH
- ADMINISTRATIVE INTEGRATION

STRATEGY 6 INCREASE ACCESSIBILITY AND EXPAND TRANSPORTATION SERVICES TO PEH

Limited mobility and accessibility intensify difficulties for individuals experiencing homelessness (PEH) when accessing supportive services in the Grand Junction area, as they face limited alternative transportation options. Spread-out vital services across the county make it challenging for PEH to reach them, compounded by transfer requirements that hinder prompt access. High transportation costs, whether public or private, pose a significant barrier for PEH already burdened by financial constraints.

OBJECTIVES

7 Increase successful referrals to behavioral health treatment and supportive services.

ACTION TEAM LEAD

Inter-Governmental Task Force

IMPLEMENTATION TIMELINE

In Process - 4 years

ACTIONS

	ACTIONS	WORKGROUPS
6.1	Develop a reduced fare program for public transportation (i.e. discounted or free transit passes for PEH) or flexible payment options (i.e. contactless payments, mobile apps, and preloaded cards, to eliminate need for cash). Include examination of payment models from public and private insurance.	TRANSPORTATION, ACCESS & MOBILITY PEH ADVISORY GROUP
6.2	Extend operating hours of public transportation.	TRANSPORTATION, ACCESS & MOBILITY PEH ADVISORY GROUP
6.3	Increase pedestrian and bicycle accessibility of employment hubs and services frequented by PEH (e.g. area around Resource Center, connections between services).	TRANSPORTATION, ACCESS & MOBILITY PEH ADVISORY GROUP
6.4	Provide clear and easily accessible information regarding transportation options, routes, schedules, and service changes through multiple channels including mobile apps, website, and printed materials.	TRANSPORTATION, ACCESS & MOBILITY PEH ADVISORY GROUP
6.5	Increase shuttle services connecting shelters, service providers and key transportation hubs.	TRANSPORTATION, ACCESS & MOBILITY PEH ADVISORY GROUP
6.6	Develop a transportation voucher program in coordination with case management services to cover costs of private transportation services (e.g. rideshare, taxis, etc) and in instances where public transit is not appropriate (e.g. transport to medical appointments, destination outside of service areas, etc).	TRANSPORTATION, ACCESS & MOBILITY PEH ADVISORY GROUP

STRATEGY 7 INCREASE NON-MARKET HOUSING OPTIONS INCLUDING INTERIM HOUSING & SHELTER UNITS

Crucial components of the housing continuum for individuals experiencing or at risk of homelessness are lacking or inadequately equipped in the Grand Junction area. Expanding current housing options and establishing new shelter and interim housing solutions are essential to offer stability and vital support for those aiming to transition out of homelessness. Interim housing options may encompass emergency shelters, interim shelters, and interim housing facilities.

OBJECTIVES

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5. Increase the number of people entering permanent housing.
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7. Increase successful referrals to behavioral health treatment and supportive services.

ACTION TEAM LEAD

Inter-Governmental Task Force

IMPLEMENTATION TIMELINE

In Process - 4 years

ACTIONS

		WORKGROUPS
7.1	Expand and diversify non-market housing options including interim housing and shelter units, such as non-congregate temporary shelter, low-barrier harm reduction options and safe parking.	FUNDING & RESOURCE STEWARDSHIP HOUSING STABILITY
7.2	Conduct inventory of existing vacant buildings, unused parking areas, and city, county-owned properties that are currently underutilized in suitable geographic locations with consideration for proximity to services and higher risk areas.	FUNDING & RESOURCE STEWARDSHIP HOUSING STABILITY
7.3	Increase community education opportunities regarding the benefits of diverse shelter options, and NIMBYism.	POLICY & PUBLIC ENGAGEMENT HOUSING STABILITY
7.4	Identify and/or develop potential sources of funding for both infrastructure and operational costs.	FUNDING & RESOURCE STEWARDSHIP HOUSING STABILITY

7.5	Consider the acquisition of properties for redevelopment for the purpose of single occupancy housing (e.g. hotel, motel acquisition, etc.).	FUNDING & RESOURCE STEWARDSHIP HOUSING STABILITY

MESA COUNTY COLLABORATIVE FOR THE UNHOUSED (MCCUH)

MCCUH President
Scott Aker, Grand Junction Housing Authority

MCCUH Secretary/Treasurer
Beverly Lampley, Grand Valley Catholic Outreach

Mental Health Representative
Alex Rodriguez, Mind Spring

Philanthropic/NonProfit Representative
Shiara Hickey Caubarreaux, Mind Spring Foundation

Service Provider
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MCCUH Representative/Community Collaboration
Cathy Story, Collaborise

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Sherry Price, City of Grand Junction

Service Provider Representative
Bill Wade, Homeward Bound

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Behavioral Health/Mesa County Representative
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Grand Junction Area Unhoused Strategy

jg | RESEARCH & EVALUATION

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Author Information and Acknowledgements

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Data collection protocols for this project were reviewed and approved by WCG IRB, a private Institutional Review Board, under project number 20232932.

This report represented the completion of a two-phase project. In collaboration with OMNI institute, the second phase of the project builds upon the findings from the Unhoused Needs Assessment to identify and prioritize strategy recommendations for the City of Grand Junction and partners to address the needs identified.

Purpose

This Unhoused Strategy expands on the Unhoused Needs Assessment (UHNA) by identifying strategies to fill key gaps and address significant needs of people experiencing houselessness (PEH) in the Grand Junction area in support of reaching the community goal of functional zero. Recommended actions and timelines are provided for each strategy as guidance on how the city and partners can implement each strategy given context-specific barriers that may hinder implementation as well as opportunities that can facilitate implementation. The strategies align with and support the community vision for Grand Junction and Mesa County outlined in existing strategic plans. Additional information on the strategic development process and strategic alignment can be found in the Appendix sections C and D.

Key performance measures[1] of the Unhoused Strategy that can be used to track and monitor progress toward key goals include:

1. **Reduce the overall number of PEH**
2. **Reduce the length of time individuals remain unhoused**
3. **Reduce the number of people who enter first-time houselessness**
4. **Reduce the number of people who return to houselessness after exiting to permanent housing**
5. **Increase the number of people exiting houselessness into permanent housing**
6. **Increase successful placements of unsheltered PEH into both transitional and permanent housing from street outreach**
7. **Increase successful referrals of PEH to behavioral health treatment and supportive services**

[1] Adapted from U.S. Department of Housing and Urban Development System Performance Measures for Continuum of Care

Key Unhoused Needs

The Grand Junction Unhoused Needs Assessment (UHNA) report provides a comprehensive overview of the characteristics of PEH, economic conditions related to the unhoused population, demand and capacity of existing housing and supportive services, estimated cost impacts from prevention and support services, and key gaps and needs within the care continuum. It is estimated that 2,300 individuals are experiencing houselessness in the Grand Junction area, the majority of whom are unsheltered.

Key needs are summarized below to provide context for the strategic recommendations.

Shortage of affordable housing units for households earning less than $52,200 or 60% AMI. In 2019, the City of Grand Junction completed a Housing Assessment and estimated approximately 3,300 housing units were needed. Rental prices have increased approximately 55-60% in Grand Junction since 2019. Wage growth has not kept pace with the increased housing costs, causing the average rent-to-income ratio among Mesa County residents to approach the cost-burdened threshold of 30%.

Financial resources to prevent at-risk populations from entering houselessness, such as one-time rental assistance, could have substantial cost-savings to the community while successfully keeping residents stably housed.

Access to supportive resources and basic needs. Looking at existing supportive services available to PEH in the area, there is a notable need to improve the availability and accessibility of mental health and substance use treatment services, particularly for chronically unhoused individuals. Additionally, PEH noted considerable challenges to meeting their everyday basic needs, such as reliable access to food, water, bathrooms, and transportation.

Housing options to meet current and future demands among PEH. Currently, there are notable gaps and shortages along the housing continuum (Appendix A), particularly in interim, transitional, and permanent supportive housing, to meet the immediate need for housing while more long-term housing units are being constructed.

Coordination and collaboration of service providers and improvement of system of care for PEH. Service providers noted challenges resulting from a lack of a shared vision, strategic plan, and collaboration between service providers which leads to inefficiencies in data collection, coordination, and funding and capacity within agencies. The coordinated entry system is not being utilized as efficiently and effectively as it could be to support PEH in accessing housing and support services. Communication and coordination between first responders/law enforcement and service providers could also be improved to better connect the PEH they engage with appropriate services and care.

Key needs to address:

- **Shortage of affordable housing**
- **Shelter and housing options for acute need**
- **Housing instability and displacement**
- **Access to supportive services and basic needs**
- **System improvement, coordination, and collaboration**

Barriers Analysis

Throughout the strategy development and prioritization process, stakeholders consistently identified four key barriers to implementation across the seven strategies. The city and its partners will need to make dedicated and ongoing efforts to overcome these barriers, which can generate significant opportunities to make progress on all the recommended strategies.

Limited funding

Implementation of the unhoused strategies will require significant financial resources. Securing adequate funding is already a challenge among service providers, and the city and county are limited in the types and amounts of funding that they can leverage for unhoused initiatives. The relative cost of the recommended strategies vary considerably, likely impacting the timeline and priority for implementation of each.

Gaps in service provider capacity

The unhoused strategies represent a community-wide effort to prevent and respond to houselessness, relying on the engagement, buy-in, and commitment of service providers. Currently, service providers struggle with adequate staff capacity to effectively operate existing services, which presents considerable challenges in considering the expansion of services for PEH and individuals at risk of houselessness. The capacity of service providers will likely present an ongoing and significant challenge to successful long-term implementation of the strategies.

Variable community support

Implementation actions that require public resources will likely receive pushback from members of the community who may not see addressing houselessness as a priority and/or as a responsibility of local government. Strategies involving the development or expansion of facilities and housing units for PEH may struggle to receive buy-in from neighboring residents with a “not in my backyard (NIMBY)” attitude toward development of this kind.

Lack of integration and collaboration across services

While there are several services available for PEH and individuals at risk of houselessness in Grand Junction and Mesa County, they are not well integrated across types of services, resulting in inefficiencies in service provision and challenges in developing collaborative working relationships among service providers. Successful implementation of the unhoused strategies relies upon improving integration and collaboration across services, as an integrated system is the foundation for effective service delivery and access and optimal use of the community’s available resources.

Recommended Strategies

Through the Unhoused Needs Assessment and subsequent strategy planning sessions with key stakeholders, seven recommended strategies emerged. This section includes a detailed description of each strategy, with a summary of all strategies presented in Table 1.

Table 1. Recommended strategies

Strategy	Need(s) addressed	Key subpopulation(s) served*	Implementation timeline
1. Establish a community-wide framework for enhancing Coordinated Entry and System of Care Processes.	Coordination and collaboration of service providers and improvement of support system for PEH	-	6 months–1 year
2. Establish a flexible city-county housing fund to support housing security and increase coordination between services and collaboration among service providers.	Financial resources to prevent at-risk populations from entering houselessness Coordination and collaboration of service providers and improvement of support system for PEH	At risk of houselessness, doubled-up	6 months–1 year
3. Increase access to prevention, diversion, and housing navigation services.	Financial resources to prevent at-risk populations from entering houselessness Access to supportive resources and basic needs	At risk of houselessness, doubled-up, chronically unhoused	6 months–1 year
4. Expand accessibility to basic needs and hygiene.	Access to supportive resources and basic needs	Chronically unhoused, unsheltered	1–2 years
5. Expand mental health care services and substance use treatment options for PEH.	Access to supportive resources and basic needs	Individuals with disability, SUD	1–2 years
6. Increase accessibility and expand transportation services for PEH.	Access to supportive resources and basic needs	All	2–4 years
7. Increase non-market housing options including interim housing and shelter units.	Housing options to meet current and future demands among PEH	All	2–4 years

**Key subpopulations are defined in Appendix B*

Strategy 1. Establish a community-wide framework for enhancing Coordinated Entry and System of Care Processes

The Grand Junction area currently has a coordinated entry system (CES)—a national best practice that aims to quickly and equitably coordinate access, assessment, prioritization, and referrals to housing and services for people experiencing or at imminent-risk of houselessness. Further investment in the system is needed to realize system-wide, community-driven goals. A commitment to strengthening key elements of CES requires that elements of the system are evaluated and improved based on increased stakeholder engagement including the perspectives of individuals with lived experience of houselessness, service providers, faith leaders, first responders, etc.

Benefits. Streamlines efforts, avoids duplication of services, and ensures a more efficient and effective use of funds. Dedicated inclusion of PEH perspectives can inform decisions and identify actions with a greater likelihood of success. Keeps stakeholders well-informed and brings diverse stakeholder perspectives together to generate a unified, supported approach to implementation of system improvements and communication to policymakers. Expands the reach of the CES by more closely involving county partners and other municipalities (e.g. – Clifton, Fruita, Palisade).

Barriers. Limited staff capacity and collaboration between providers and insufficient understanding of the CES processes. Differing priorities and commitment among stakeholders. Under-resourced and limited access points of entry.

Expected outcomes and keys to success. Builds community support for strategy implementation and increases awareness and understanding about houselessness and community efforts to address it. Improves access to services and responsiveness to the needs of community. Works best to utilize a centralized access point like the new Resource Center and explore "hub and spoke" models of coordinated entry access.

Recommended actions.

- **Establish a Coordinated Entry Leadership Team representing various key stakeholders to guide the refinement and ongoing decision-making process. This team should include individuals with expertise in houselessness, data analysis, service provision, and community engagement, with a particular emphasis on individuals with lived experience of houselessness.**
- **Establish clear and measurable performance metrics to track the effectiveness of the CES. Metrics may include housing placement rates, time to housing, and improvements in participants' well-being.**
- **Implement a systematic process for continuous improvement: regularly review data, seek feedback from stakeholders, and conduct after-action reviews to identify areas for enhancement. Use this information to adjust policies and practices accordingly.**
- **Strengthen data collection and analysis capabilities to inform decision-making by developing protocols for consistent data entry; integration of data systems; and frequent evaluation of trends, gaps, and areas for improvement.**
- **Provide training and education for all stakeholders involved in the CES, including frontline staff, case managers, outreach workers, community partners, and community members more broadly, to ensure a shared understanding of best practices and the system's function and purpose.**
- **Create a formalized PEH Advisory Group to identify needs, give feedback on metrics and system issues, and inform practices of CES and ongoing efforts.**

Strategy 2. Establish a flexible city-county housing fund to support housing security and increase coordination between services and collaboration among service providers

The City of Grand Junction and Mesa County have distinct responsibilities for addressing houselessness within the same geographic area. An expanded city-county partnership focused on houselessness will help both entities serve in their leadership capacity to advance their housing goals by leveraging their distinct resources, expertise, and policy tools in support of on-the-ground service provision and cost-effective financial assistance. A flexible pool of funds that can be applied to a variety of housing-related needs could support individuals and households in maintaining stable housing, and it could support providers to operate services effectively and collaboratively. This type of adaptable fund can serve as a unique opportunity to meet a variety of financial needs related to preventing and minimizing the impacts of houselessness.

Benefits. Bridges the gap in houselessness service operations and incentivizes collaboration among service providers to minimize the impacts of houselessness and maximize the capacity of service providers. Increasing housing stability reduces the need for utilization of interim housing and other services including emergency services and law enforcement involvement.

Barriers. Lack of available funds and competition among providers for existing funding sources. Complicated and varied administrative processes, policy, and regulations can impede efficiency of implementation. Lack of community support and NIMBYism.

Expected outcomes and keys to success. Enhances city-county collaboration. Leverages and pools diverse funding sources in one broadly accessible fund to implement prevention and early intervention measures and expand into new service areas needed to mitigate houselessness. Works best if the funding framework is flexible and as unrestricted as possible while data collection and accountability remain high priorities to incentivize collaboration among service providers. A transparent, collaborative process will need to be developed for review and selection of funding requests. One priority will be to ensure there are mechanisms of accountability that promote independence among individuals who receive financial supports. Efficiency should be tied to supportive services addressing underlying issues, such as mental health, addiction, or employment, to maintain stable housing. Requires staff capacity to manage and allocate resources.

Recommended actions.

- **Align with Grand Junction Housing Strategies 7 and 8 to direct financial resources toward preventing houselessness and encourage collaborative efforts among service providers.**
- **Explore public-private partnerships with government agencies, non-profit organizations, philanthropic groups, and private businesses to pool resources and create a more robust and sustainable flexible housing fund.**
- **Develop innovative long-term assistance models to support sustainable financing and accountability (e.g—low or no interest loans, pairing funding with financial literacy support).**
- **Fill gaps after leveraging federal and state grant programs such as (e.g.—HOME Investment Partnerships Program, Community Development Block Grant, Temporary Assistance for Needy Families)**
- **Review and adapt funding models from other communities (e.g.—Denver's Affordable Housing Fund, Community Health Partnership's Flexible Housing Fund (Colorado Springs)**

Strategy 3. Increase access to prevention, diversion, and housing navigation services

A high proportion of Grand Junction and Mesa County residents are at risk of losing stable housing and entering houselessness. Efforts to prevent and divert at-risk individuals and families from entering houselessness can be highly cost-effective, as the costs required to exit houselessness typically far outweigh the costs associated with maintaining stable housing. Additionally, for those already experiencing houselessness, the resources, time, and eligibility requirements associated with accessing housing can be prohibitive, underscoring a need for assistance in accessing supportive housing programs and housing itself. Several providers in the Grand Junction area offer financial training and education, legal services, case management, etc. to PEH and individuals at risk of houselessness, but access to, engagement in, and coordination across these services could be improved to maximize the benefit to both PEH and individuals at risk of losing housing.

Benefits. Improved coordination and outreach in these existing services could have a significant impact on individuals and families to maintain housing stability, effectively prevent individuals from entering houselessness, and better support PEH in effectively accessing housing.

Barriers. Lack of financial resources limits the effectiveness of eviction prevention and/or diversion efforts. Agencies are siloed and/or lack the capacity to expand education and outreach. Limited access in key under-resourced areas

Expected Outcomes and keys to success. Presents the greatest opportunity to reduce inflow into houselessness and minimize costs in crisis services and barriers to exiting houselessness. Minimizes trauma caused by loss of housing or the experience of houselessness and increases the ability to find and more readily access available housing. Works best if resources grow over time in coordination with other system components for maximum effectiveness.

Recommended actions.

- **Provide comprehensive and aligned outreach (e.g. – increase the number of staff dedicated to improving and coordinating access of prevention and housing navigation services).**
- **As part of the CES evaluation process and next steps, integrate diversion into the policies and procedures for CES administration in line with national best practices. Increase availability of housing problem-solving and diversion services for all people engaged with the CES.**
- **Coordinate the development and implementation of the diversion strategy with other strategies, including the CES evaluation and flexible housing fund.**
- **Coordinate and leverage existing prevention resources across city-county to connect households at imminent risk of houselessness with stabilization resources.**
- **Develop a landlord engagement program to expand housing referrals and increase accessibility of existing affordable housing stock.**
- **Expand programs to provide workforce and vocational training and education for PEH.**
- **Integrate housing navigation with existing case management services.**
- **Expand outreach efforts through the City of Grand Junction's Neighbor-2-Neighbor program, Resource Center, and other service providers to include prevention and diversion services.**
- **Utilize existing housing-related screening processes implemented by health care or emergency service providers to identify individuals at risk of losing housing.**

Strategy 4. Expand accessibility to basic needs and hygiene

Given the high proportion of PEH in the Grand Junction area who are unsheltered, there is an immediate and critical need to expand facilities that provide for basic needs and hygiene such as bathrooms, drinking water, food, laundry, showers, and climate-controlled environments. PEH need to have consistent, reliable (24/7) access to facilities to care for their basic needs and be able to survive unsheltered conditions. Further, these types of facilities should be appropriately distributed geographically across areas where unsheltered individuals typically spend the night and access supportive services while balancing placement with community member support or resistance.

Benefits. Service providers and community members already provide basic need and hygiene services. Coordination can improve distribution and accessibility. Utilization of the Resource Center can provide a safe space.

Barriers. Lack of support from community to support basic needs is likely due to misinformation and not understanding the needs, safety concerns, and lack of availability of resources. Financial resources and capacity of providers.

Expected outcomes and keys to success. PEH, especially those who are unsheltered, in the Grand Junction area have consistent access to facilities to meet their basic needs and maintain hygiene, supporting better health and safety outcomes, reducing unnecessary interactions with law enforcement/ first responders, and spreading out the demand on services.

Recommended actions.

- **Identify and expand location(s) throughout county for high-risk geographic areas, areas accessible by public transportation, and proximity to other services/agencies.**
- **Identify potential sources of funding.**
- **Improve coordination across providers, organizations, and community groups that are already providing some basic needs and hygiene.**
- **Leverage existing service providers and faith communities that are actively offering these services.**
- **Incorporate needs of PEH in ongoing efforts to redevelop city park and other public facilities.**
- **Explore innovative models from other communities for long-term maintenance of facilities (e.g.—strategies to disincentivize vandalism, community-supported upkeep)**

Strategy 5. Expand mental health care services and substance use treatment options for PEH

Mental health conditions and substance use disorder (SUD) among PEH are often compounded, or even catalyzed, by the experience of being unhoused and can serve as a significant barrier to accessing supportive services and housing. While there are a variety of mental and health and substance use treatment providers in the Grand Junction area, accessibility of these services among PEH can be challenging for a variety of reasons and the effectiveness of treatment is limited by individuals' lack of stable housing. A comprehensive and coordinated approach is needed to create a more accessible, coordinated, and effective system of mental health services and substance use treatment for PEH, especially for individuals who are chronically unhoused and/or unsheltered. Leveraging existing program models (i.e, MAC) can ensure efficient use of existing resources while increasing awccess.

Benefits. Builds upon the success of ongoing programs such as the Multi-agency Collaboration (MAC) and leverages new and existing resources/partners such as Veteran's Affairs and Colorado Mesa University. Fosters coordination between service providers. Builds capacity for better integration of referrals and coordinated entry.

Barriers. Stigma and discrimination preventing PEH from accessing services. Location of services and requirements of programs. Lack of housing for individuals to participate in recovery and limited integration between services and medical providers.

Expected outcomes and keys to success. Reduction in substance abuse and addiction leading to more stabilized housing situations. Addresses underlying issues and improves quality of life. Decreases involvement with the criminal justice system. Reduces emergency room and crisis response. Positive impacts on long-term health and costs. Works best when implemented in tandem with housing options.

Recommended actions.

- **Integrate mental health, SUD treatment, and other recovery-oriented services with interim housing options, recognizing and prioritizing that stable housing is a foundation for addressing mental health and substance use concerns.**
- **Cross-train behavioral health case managers to provide housing navigation support, and housing providers to provide behavioral health service referral.**
- **Assist PEH in enrollment for health insurance, Medicaid, SSI/SSDI, and other public assistance benefits.**
- **Explore mobile clinics and outreach teams that can reach PEH in various settings, such as shelters, streets, and community centers.**
- **Ensure treatment services are flexible and culturally competent, considering the diverse backgrounds of unhoused populations.**
- **Develop integrated data systems that allow for seamless information sharing among service providers, ensuring that healthcare professionals have access to relevant housing information and can make informed decisions about an individual's care.**

Strategy 6. Increase accessibility and expand transportation services for PEH

Public transportation in the Grand Valley has one-hour long headways, combined with minimal alternative transportation options, hindering easy access to a wide variety of supportive services for PEH in the Grand Junction area. While the local transit system has adequate geographic coverage, many supportive services are spread out throughout the county and trips that require transfers make it difficult for PEH to reach essential services and resources in a timely manner. The cost of transportation, whether public or private, is also prohibitive for PEH who often struggle with financial constraints.

Benefits. Aligns with City of Grand Junction's Sustainability and Adaptation Plan and mobility efforts. Improves accessibility and equity to transportation. Improves collaboration between government agencies, non-profits, businesses, and the community.

Barriers. Services are sparsely distributed throughout the county. Limited funding and capacity of existing system. Lack of support and stigmatization by alternative transportation services.

Expected outcomes and keys to success. PEH would have better access to essential services such as shelters, healthcare facilities, employment opportunities, and human service agencies leading to improved quality of life, independence, and self-reliance.

Recommended actions.

- Increase frequency of route service for routes connecting key service and employment hubs.
- Evaluate and improve accessibility features of public transportation information (e.g., diverse access to route and schedule information).
- Explore options for shuttle services connecting shelters, service providers, and key transit hubs.
- Expand reduced cost and/or free transportation options in coordination with service providers and explore flexible payment options, including examination of payment models from public and private insurance.
- Explore a transportation voucher program in coordination with case management services to cover cost of private transportation services (e.g., taxis, rideshare services) in instances where public transportation is not available (e.g., transport to medical appointments, destinations outside of service area, etc.).
- Increase pedestrian and bicycle accessibility of employment hubs and services frequented by PEH (e.g., area around Resource Center, connections between supportive services).
- Engage PEH in planning and decision-making processes related to transportation development and changes to public transportation in coordination with service providers and the RTPO Local Coordinating Council.
- Strategically locate any new housing and supportive service infrastructure along existing transit routes.

Strategy 7. Increase non-market housing options including interim housing and shelter units

Currently, key elements of the housing continuum intended to serve PEH and individuals at risk of houselessness are either missing or have insufficient capacity in the Grand Junction area. Expanding the existing housing options and developing new shelter and interim housing options provide stability and needed support to individuals seeking to exit houselessness. Interim housing can include emergency shelter, transitional shelter, and transitional housing.

Benefits. Utilizes existing infrastructure and links with current services. Employs PEH in development of program and service delivery. Increases collaboration and creates alternative models for meeting acute needs. Increases capacity and is lower cost than permanent housing models.

Barriers. Funding, operational capacity, and limited interest in expansion of current providers. NIMBYism and location restrictions. Adequate security and operational procedures. Law enforcement support.

Expected outcomes and keys to success. PEH would have a diversity of housing options to meet unique needs. Effective and efficient shelter and interim housing models can lead to stable and permanent housing solutions, leading to a reduction in houselessness, exposure, health conditions, and involvement with law enforcement and emergency services. Works best when there are adequate permanent housing options for individuals to move into after their stay in interim housing and when paired with a well-integrated system of care.

Recommended actions

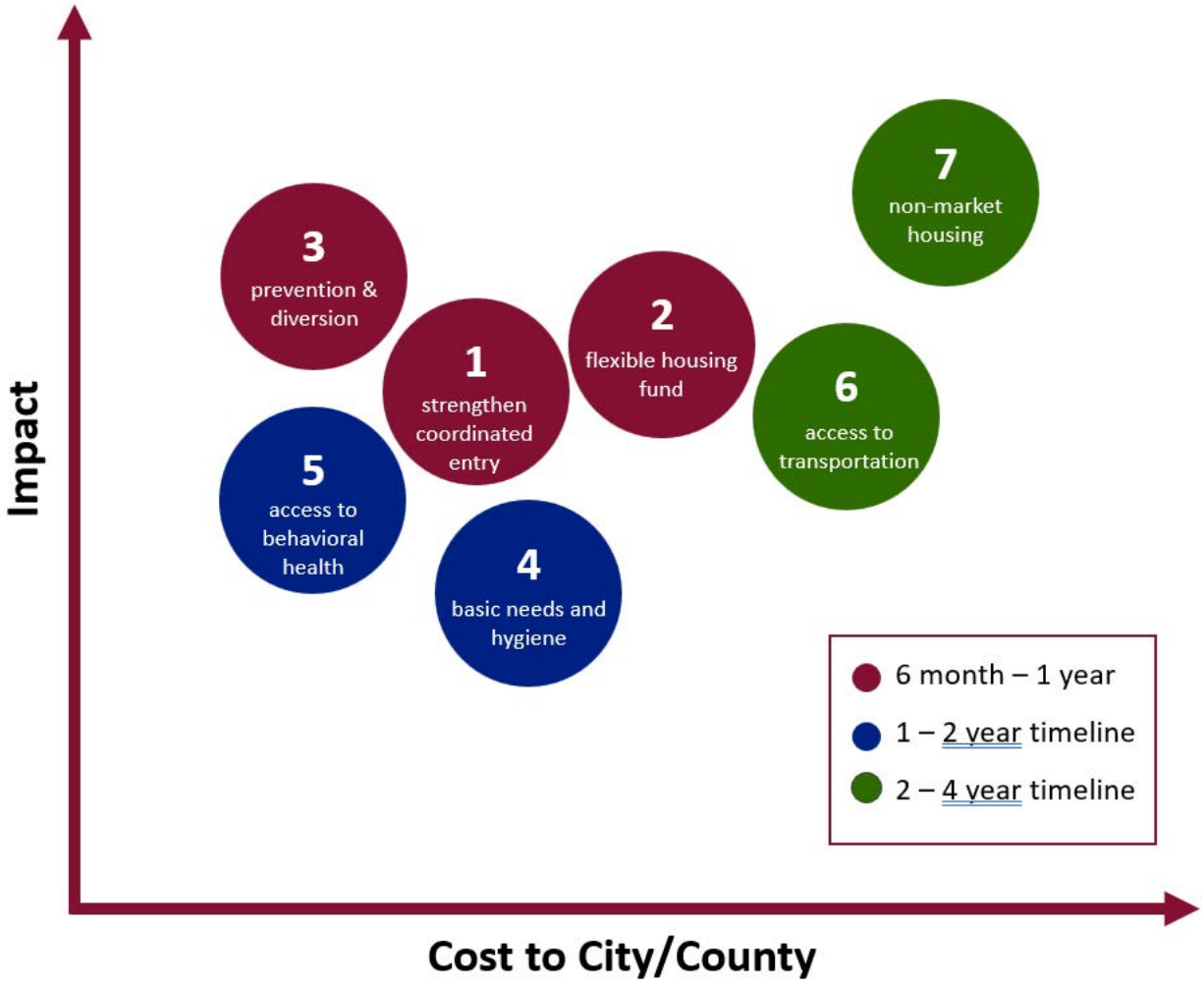
- **Expand and diversify emergency shelter and interim housing models to include-congregate temporary shelter (hotels, motels, dormitories) and safe parking to include low barrier harm reduction that serve key subpopulations.**
- **Conduct inventory of existing vacant buildings, unused parking areas, and city- and county-owned properties that are currently underutilized in suitable geographic locations with consideration for proximity to service and higher risk areas.**
- **Explore funding opportunities to incentivize landlords and property managers to rent to low-income households and individuals exiting houselessness.**
- **Increase community education opportunities regarding the benefits of diverse shelter options, and NIMBYism.**
- **Identify and/or develop potential sources of funding for both infrastructure and operational costs.**
- **Consider the acquisition of properties for redevelopment for the purpose of single occupancy housing (e.g. hotel, motel acquisition).**

Relative Cost and Impact of Strategies

There are practical considerations related to cost and staffing capacity that may impact the timing and ease/difficulty of advancing the strategies outlined in this report. To inform the practical considerations in decision-making, the cost/impact matrix illustrates the seven suggested strategies according to their relative cost and impact. The term "cost" is broadly interpreted and encompasses estimated financial expenses and staffing resources.

Strategies located in the lower-left quadrant are typically characterized by low cost and low impact. Moving to the right on the x-axis indicates an increase in cost, while moving upward on the y-axis signifies an increase in impact. Strategies positioned in the upper-right quadrant are generally associated with high cost and high impact. The strategies are color- coded based on their implementation timeline. While this matrix is not the sole criterion for strategy evaluation, it does offer guidance in considering the most effective options within the constraints of available resources. Final policy and/or designs may alter the cost and impact depicted in the matrix.

Figure1. Relative cost and impact



Conclusion and Next Steps

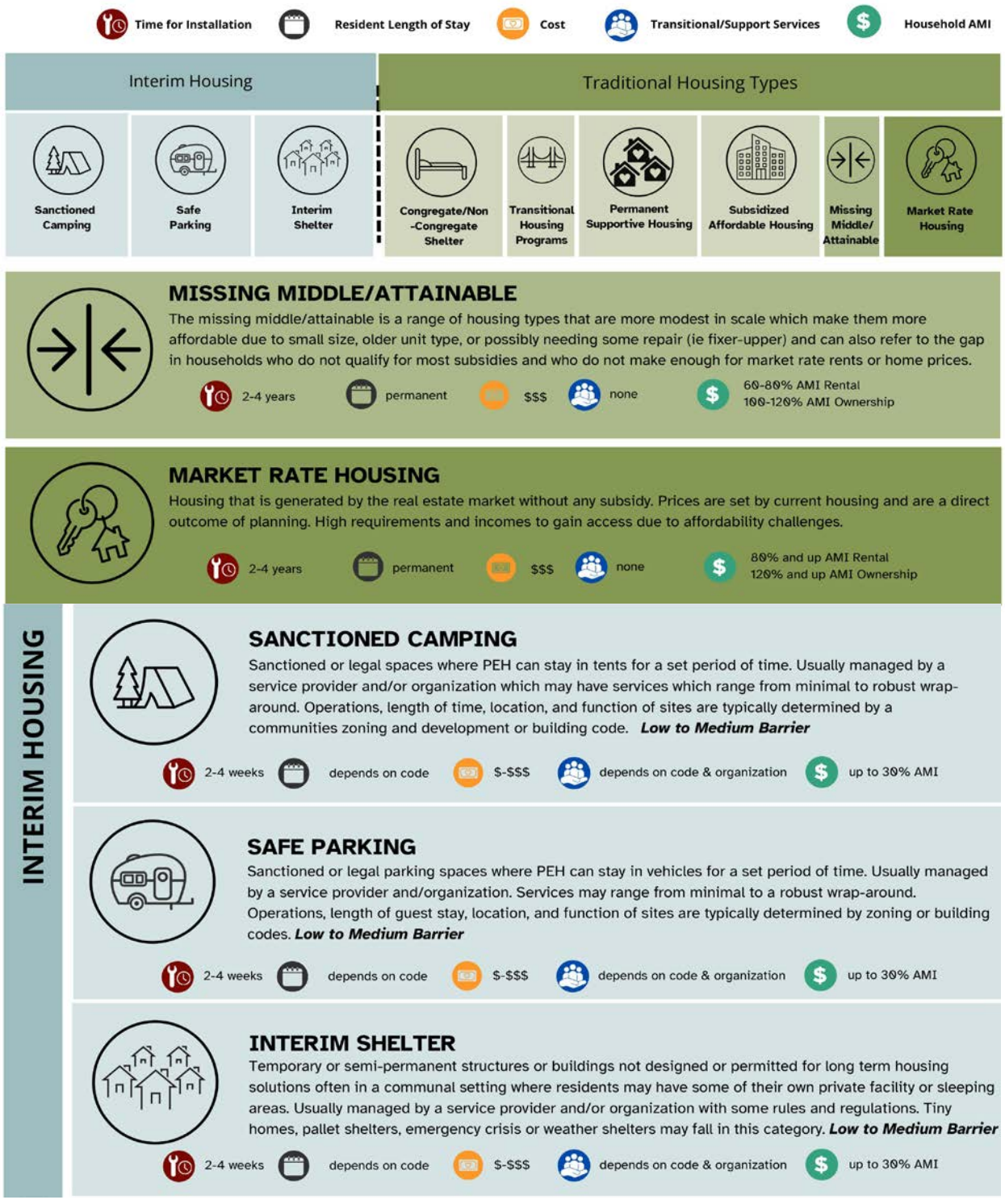
Through the Unhoused Needs Assessment and broad engagement with key stakeholders, the community has supported the identification and prioritization of seven strategies that seek to enhance the system of care for PEH or those at risk of entering houselessness. These strategies seek to reduce the number of people entering houselessness, support those experiencing houselessness, and increase the number exiting houselessness.

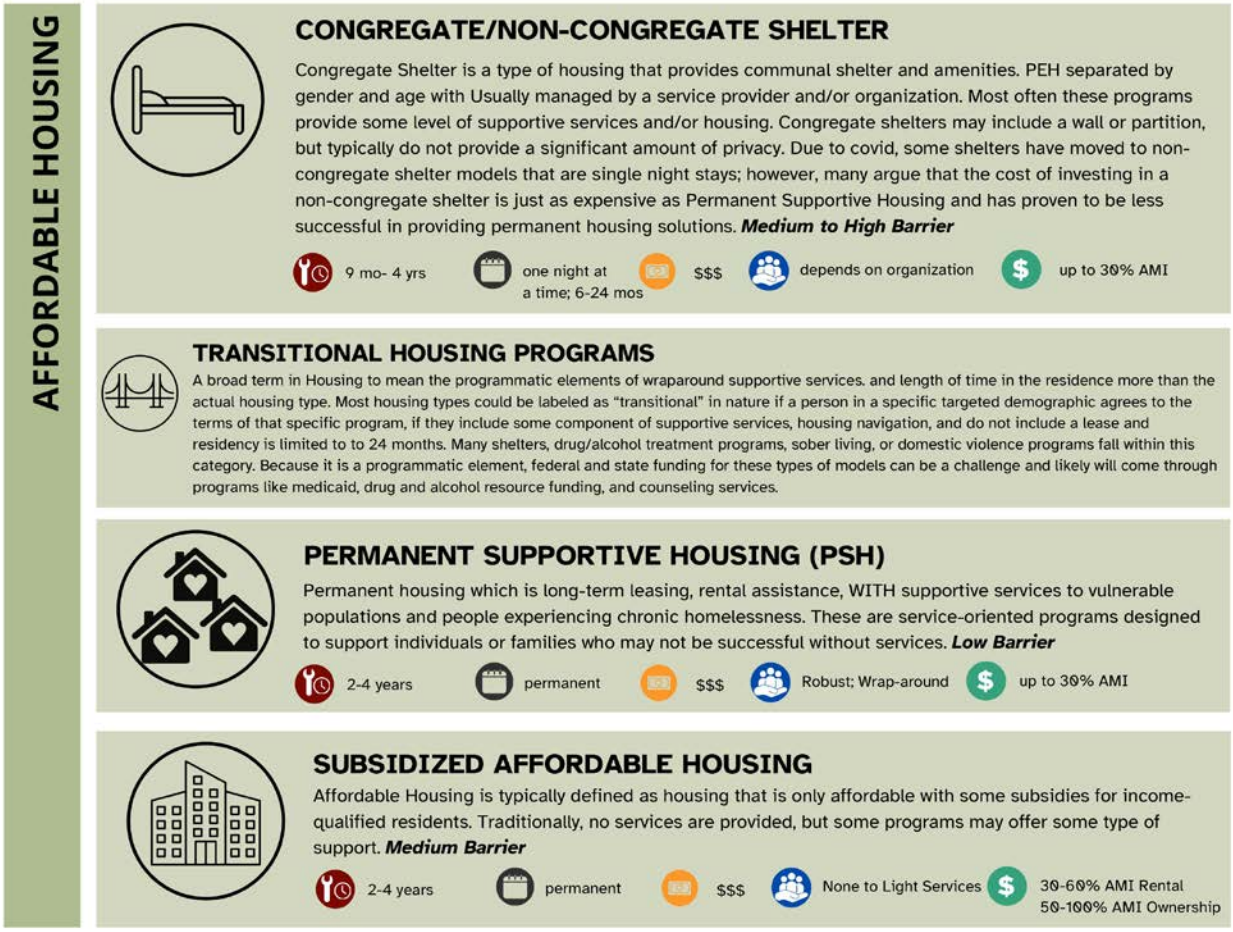
Each strategy serves to solve a key need identified in this process. Careful consideration and dedicated resources are needed to implement the strategies. Strategy implementation should be regularly evaluated to track progress and adapt as needed. Continued collaboration among community groups, government agencies, and service providers is needed to successfully address houselessness. Ongoing coordination will facilitate a more seamless integration of strategies and associated initiatives, allowing for a more comprehensive and cohesive approach. Sustained collaboration will foster a shared sense of responsibility among residents and key stakeholders and empower the community to actively participate in and support solutions addressing the multifaceted challenges around houselessness in the Grand Junction area.

Recommended next steps for moving forward with strategy implementation:

- **Identify key stakeholders for each strategy and establish roles and responsibilities.**
- **Create an action plan that includes specific timelines, objectives, and performance metrics.**
- **Determine the process for tracking and maintaining accountability to implementation.**
- **Inventory existing resources (i.e.—financial, infrastructure, personnel, etc.) that can be leveraged.**
- **Regularly monitor, evaluate, and adapt strategy implementation as needed.**

Appendix A. Housing Continuum




AFFORDABLE HOUSING
CONGREGATE/NON-CONGREGATE SHELTER
Congregate Shelter is a type of housing that provides communal shelter and amenities. PEH separated by gender and age with Usually managed by a service provider and/or organization. Most often these programs provide some level of supportive services and/or housing. Congregate shelters may include a wall or partition, but typically do not provide a significant amount of privacy. Due to covid, some shelters have moved to non-congregate shelter models that are single night stays; however, many argue that the cost of investing in a non-congregate shelter is just as expensive as Permanent Supportive Housing and has proven to be less successful in providing permanent housing solutions. Medium to High Barrier
9 mo- 4 yrs
one night at a time; 6-24 mos
$$$
depends on organization
up to 30% AMI
TRANSITIONAL HOUSING PROGRAMS
A broad term in Housing to mean the programmatic elements of wraparound supportive services. and length of time in the residence more than the actual housing type. Most housing types could be labeled as "transitional" in nature if a person in a specific targeted demographic agrees to the terms of that specific program, if they include some component of supportive services, housing navigation, and do not include a lease and residency is limited to to 24 months. Many shelters, drug/alcohol treatment programs, sober living, or domestic violence programs fall within this category. Because it is a programmatic element, federal and state funding for these types of models can be a challenge and likely will come through programs like medicaid, drug and alcohol resource funding, and counseling services.
PERMANENT SUPPORTIVE HOUSING (PSH)
Permanent housing which is long-term leasing, rental assistance, WITH supportive services to vulnerable populations and people experiencing chronic homelessness. These are service-oriented programs designed to support individuals or families who may not be successful without services. Low Barrier
2-4 years
permanent
$$$
Robust; Wrap-around
up to 30% AMI
SUBSIDIZED AFFORDABLE HOUSING
Affordable Housing is typically defined as housing that is only affordable with some subsidies for income-qualified residents. Traditionally, no services are provided, but some programs may offer some type of support. Medium Barrier
2-4 years
permanent
$$$
None to Light Services
30-60% AMI Rental
50-100% AMI Ownership

Appendix B. Key Subpopulations

Based on findings from the Unhoused Needs Assessment, the following are key subpopulations of PEH in the Grand Junction area whose unique needs are considered in the development of strategy recommendations. While one strategy can effectively serve multiple subpopulations, it is valuable to consider the needs of each subpopulation to successfully make progress toward functional zero. Individuals may also fall into multiple subpopulation categories.

- **At risk of houselessness:** Individuals or families who are not currently unhoused but face imminent risk of entering houselessness due to eviction, job loss, domestic violence, or other factors. Poverty rates are one metric that can indicate risk of houselessness. In Mesa County, 18,407 individuals are living at or below the poverty line.
- **Doubled-up or couch surfing:** The practice of temporarily staying with friends, family members, or acquaintances due to lack of stable housing, often leading to unstable living conditions. Currently, the doubled-up population in Mesa County is estimated at 940 individuals.
- **Unsheltered:** Unhoused individuals living on the streets, in cars, parks, abandoned buildings, or other public spaces without access to regular shelter accommodations. Approximately 358 individuals are known to be experiencing houselessness and are unsheltered in Mesa County.
- **Chronically unhoused:** Individuals or families with a disabling condition who have been continuously unhoused for a year or more, or who have experienced at least four episodes of houselessness in the past three years. In 2022, 250 individuals were considered chronically unhoused in Mesa County.
- **Seniors and individuals with disability:** Over half (766) of unhoused individuals connected to services on the By-Names-List self-report a disability and 224 people were elderly.
- **Youth and families:** Currently, there are 907 youth classified as unhoused in Mesa County schools.
- **Individuals with substance use disorder:** higher prevalence of substance use disorders among individuals who are unhoused compared to the general population (SAMSHA). In 2021, the prevalence of self-reported substance used disorders among individuals served at HomewardBound North Ave shelter[2] was 9.17% alcohol use disorder, 5.56% other substance use disorder, and 5.83% reported co-occurring alcohol and other substance use disorder.

[2] The HomewardBound North Ave shelter provided aggregated data and total individuals could not be reported.

Appendix C. Strategic Development Process

Community feedback on the prioritization of needs and subsequent strategies was gathered with three strategies: 1) an online community survey for Mesa County residents conducted during the Unhoused Needs Assessment, 2) multi-stakeholder strategy feedback sessions, 3) an online survey for key stakeholders to provide additional feedback on strategies.

Unhoused Needs Assessment community survey

The online community survey generated responses from 677 Mesa County residents. Survey questions focused on understanding residents' experience of houselessness and housing-related services as well as their perspectives on the severity of houselessness in the Grand Junction area and the top needs within the community as they relate to houselessness. In addition to informing the Unhoused Needs Assessment, results from the community survey indicate which needs are of the highest priority among a broad sample of community members. The top needs indicated in the survey were mapped onto the preliminary strategies and, in conjunction with the strategy feedback sessions, were used to develop a prioritization framework.

Strategy feedback sessions

Strategy feedback sessions aimed to gather responses from a variety of stakeholders regarding 9 strategy categories and 28 strategies therein that emerged from the UHNA. The strategy categories and corresponding strategies are in Table 2.

Sessions included: community members (three meetings; two virtual and one in person), business owners, faith leaders, law enforcement and first responders, people with lived experience being unhoused, and service providers.

Participants were recruited in conjunction with key partners (i.e., the GJ City Housing Division and GJHA). A total of 159 individuals attended the strategy sessions.

Table 2. Strategy feedback session attendance

Stakeholder category	Persons in attendance
Business Leaders	26
Community Members	5 (in-person); 23 (virtual)
Faith Leaders	15
Service Leaders	24
First Responders	18
Lived Experts *	48
Note: 48 lived experts signed in, but there was a subset of individuals who declined to sign in and are thus not represented in participant totals	

Each feedback session was 90 minutes. The one exception was an extended conversation with apart service providers as it took place during a separate, but parallel, set of stakeholder conversations which took place during the needs assessment and were planned in advance of the project timeline. All sessions started with introductions, a brief overview of needs assessment findings, and then an introduction of each strategy category and the strategies therein, defining each so participants had a full understanding of what they would be ranking and discussing for the remainder of the session. Participants were then given instructions for ranking the strategy categories. Each session varied slightly, as described in the remainder of this section.

Strategy survey

In an effort to gain the perspectives of individuals who may not have been able to attend the in-person sessions, a survey was e-mailed to all invitees and registrants as a follow-up. To avoid duplication of the in-person session results, the survey asked if individuals had attended an in-person session, and if so, they were disqualified from the survey. The exception was if they had attended the business owner session, in which case they were able to progress through the survey and submit feedback.

Determining strategies

The ranking of each strategy category by session participants was aggregated across all strategy feedback groups, the strategy survey, and the community survey disseminated during the needs assessment. The community survey asked participants what they believe were the major and supplemental needs regarding houselessness in Grand Junction. Responses were categorized based on the same strategy categories presented in strategy feedback sessions and in the strategy survey. Table 3 shows how each strategy category was ranked (1 being most important and 10 being least important) by each feedback session.

With the combined feedback from strategy sessions, the needs assessment community survey, and the strategy feedback survey, the original 28 strategies were pared down and language was fine-tuned by the research team. Tables 3 and 4 show the level of agreement among the groups for each strategy category, as well as the converging priority level that groups determined for each category. Overall, levels of agreement correspond with levels of priority.

Table 3. Ranking of strategy category by feedback session type

Strategy category	Service providers	First responders/ Emergency/ LE	Lived experts	Community members 1	Community members 2	Faith community	Business owners
Prevention and diversion	7	1	7	7	4	8	6
Emergency shelter	3	3	3	4	7	2	1
Transitional shelter	5	9	1	NA	NA	7	7
Transitional Housing	2	4	4	3	1	3	8
Permanent housing	6	10	2	6	5	4	2
Basic needs and harm reduction	8	5	5	NA	NA	1	9
Supportive services	1	2	6	2	2	9	4
Emergency, first responder, law enforcement engagement	10	6	9	5	8	10	3
System improvements and coordination	4	8	8	1	3	6	10
Community support and engagement	9	7	10	8	7	5	5

Table 4. Levels of agreement and converging prioritization among strategy feedback

Strategy Category	Level of agreement	Converging priority level
Prevention and diversion	moderate agreement	moderate priority
Emergency shelter	high agreement	high priority
Transitional shelter	low agreement	moderate priority
Transitional Housing	high agreement	high priority
Permanent housing	low agreement	moderate priority
Basic needs and harm reduction	moderate agreement	moderate priority
Supportive services	high agreement	high priority
Emergency, first responder, law enforcement engagement	moderate agreement	low priority
System improvements and coordination	moderate agreement	high priority
Community support and engagement	high agreement	low priority

Appendix D. Strategy Policy Crosswalk

The Unhoused Strategies are intended to address needs identified during the needs assessment phase of the project. During the compiling of the strategies, the research team reviewed existing City of Grand Junction and Mesa County planning documents that inform efforts to strengthen the Grand Valley community as they relate to housing. Based on this review, there are notable areas of alignment between the Unhoused Strategy and the City of Grand Junction's Comprehensive Plan and Housing Strategy and Mesa County's Master Plan.

Looking across these planning documents and policies, there is considerable alignment with the Unhoused Strategy. Each plan is briefly described below, with the key elements of each plan that align well with the Unhoused Strategy noted. Table 5 also provides an overview of the specific areas of alignment relative to each of the seven Unhoused Strategies.

One Grand Junction Comprehensive Plan

The One Grand Junction Comprehensive Plan was adopted in 2020 and outlines a vision and principles to guide the next 10 to 20 years of growth, development, and decision-making for the City of Grand Junction and broader community. The Unhoused Strategy aligns with multiple aspects of Principles 5, 6 10, and 11 of the comprehensive plan, providing an efficient and effective pathway for implementation as the City continues to move forward with its vision for the future.

Plan principle 5: Strong neighborhoods and housing choices

2. Partner in developing housing strategies for the community.

a. Housing strategy.
b. Housing incentives.
c. Regional housing initiatives.

Plan principle 6: Efficient and connected transportation

1. Continue to develop a safe, balanced, and well-connected transportation system that enhances mobility for all modes.

a. Balanced modes.
b. Regional transportation plan.
c. Circulation plan.
d. Bicycle and pedestrian plan.
e. Public transportation.
f. Complete streets.

Plan principle 10: Safe, healthy, and inclusive environment.

2. Promote health and wellness through access to services.

a. Coordinated approach.
b. Access.
c. Monitoring.
d. Homelessness.

3. Foster a culture of inclusivity, embracing and respecting the diversity of grand junction's residents.

a. Cultural competency.

b. Community events and activities.
c. Connectedness.
d. Culture of acceptance.

Plan principle 11: Effective and transparent government

2. Provide opportunities for meaningful and inclusive community involvement.

a. Transparency.
b. Meaningful participation.
c. Range of engagement approaches.
d. Translation and interpretation.

3. Collaborate with local, regional, and state partners on issues of mutual significance.

a. Regional collaboration.
b. Service providers.
c. Public-private partnerships.
d. State legislation.
e. City as a convener.
f. City as a leader.

Grand Junction Housing Strategy

The Grand Junction Housing Strategy was adopted in 2021 by the City of Grand Junction and outlines 13 strategies for addressing needs that were identified in the 2021 Grand Valley Housing Needs Assessment. The Unhoused Needs Assessment and Unhoused Strategy were directly informed by the Housing Assessment and Housing Strategy, and the seven unhoused strategies were intentionally developed to align with the existing Housing Strategy while homing in on the unique needs of unhoused populations. Each unhoused strategy aligns with one or more of the housing strategies.

Housing Strategy 1. Participate in regional collaboration regarding housing/homelessness needs and services.

Housing Strategy 7. Create a dedicated revenue source to address housing challenges.

Housing Strategy 8. Provide financial support to existing housing and homelessness services and promote resident access to services.

Housing Strategy 9. Support acquisition/ rehabilitation that creates or preserves affordable housing.

Housing Strategy 10. Consider implementation of an inclusionary housing/linkage fee ordinance.

Housing Strategy 11. Explore designation of an Urban Renewal Areas (URA) and utilization of Tax Increment Financing for affordable housing.

Housing Strategy 12. Consider adoption of a voluntary rental registry program in conjunction with landlord incentives.

Housing Strategy 13. Provide community engagement and education opportunities to address housing challenges and promote community participation

Mesa Together: Mesa County Master Plan

The Mesa County Master Plan was adopted by the county in 2023. The plan creates a shared vision for the county's future and establishes nine strategic goals to achieve the vision. The Unhoused Strategy aligns well with multiple key actions outlined under goals 1, 2, 3, and 4 of the plan and creates several opportunities to address houselessness in such a way that builds upon the county's strategic vision.

Goal 1: Promote a sense of community.

1c. Support complete neighborhoods to provide local access to services in communities.

1e. Recognize the need for decision-making to be transparent and accountable

Goal 2: Strategically address growth.

2a. Increase access to attainable and workforce affordable housing options.

2b. Encourage conservation and creation of a diversity of housing types and sizes including smaller, denser and more attainable housing types.

Goal 3: Encourage transportation options

3a. Foster active transportation by providing a regionally connected network of safe and accessible facilities that are safe for people walking and people biking.

3b. Provide reliable, viable and efficient transit options for local and regional travel throughout Mesa County.

Goal 4. Provide essential and adequate levels of services and facilities

4b. Maintain a five-to-10-year capital facilities/improvements program.

4c. Ensure fair and equitable access to schools and libraries in all areas of Mesa County.

4d. Provide safe and secure physical and community infrastructure throughout the County.

Table 5. Alignment with existing plans

Need(s) addressed	Unhoused Strategy	Housing Strategy	Grand Junction Comprehensive Plan	Mesa County Master Plan
Coordination and collaboration of service providers and improvement of support system for PEH	Unhoused Strategy 1 (Establish a community-wide framework for enhancing Coordinated Entry and System of Care Processes.)	Housing Strategy 1 (Participate in regional collaboration regarding housing/ houselessness needs and services.)	Comp Plan Principle #10, 2a -d (Promote health and wellness through access to services.) Comp Plan Principle #10, 3a-d (Foster a culture of inclusivity, embracing and respecting the diversity of Grand Junction's Residents.) Comp Plan Principle #11, 2a-d (Provide opportunities for meaningful and inclusive community involvement.) Comp Plan Principle #11, 4a-f (Collaborate with local, regional, and state partners on issues of mutual significance.)	Goal 1e (transparent and accountable decision-making)
Financial resources to prevent at-risk populations from entering houselessness	Unhoused Strategy 2 (Establish a flexible city-county housing fund to support housing security and increase collaboration between services.)	Housing Strategy 7 (Create a dedicated revenue source to address housing challenges.)	Comp Plan Principle #10, 2d (Continue to collaborate with partner organizations on the implementation of efforts to make homelessness rare, short-lived, and nonrecurring.)	Goal 2b. (creation of diverse affordable housing options)
Coordination and collaboration of service providers and improvement of support system for PEH	Unhoused Strategy 3 (Increase access to prevention, diversion, and housing navigation services.)	Housing Strategy 8 (Provide financial support to existing housing and houselessness services and promote resident access to services)	Comp Plan Principle #5, 2a-c (Partner in developing housing strategies for the community.) Comp Plan Principle #10, 2d (Continue to collaborate with partner organizations on the implementation of efforts to make homelessness rare, short-lived, and nonrecurring.)	Goal 4 (Provide essential and adequate levels of services and facilities)
Financial resources to prevent at-risk populations from entering houselessness	Unhoused Strategy 4 (Expand accessibility to basic needs and hygiene)	Housing Strategy 8 (Provide financial support to existing housing and houselessness services and promote resident access to services)	Comp Plan Principle #10, 2b (Facilitate access to health and human services)	Goal 2a (complete neighborhoods with access to services) Goal 4b-d (fair, equitable access to facilities, safe infrastructure throughout county)

Need(s) addressed	Unhoused Strategy	Housing Strategy	Grand Junction Comprehensive Plan	Mesa County Master Plan
Access to supportive resources and basic needs	Unhoused Strategy 5 (Expand mental health care services and substance use treatment options for PEH)	Housing Strategy 8 (Provide financial support to existing housing and houselessness services and promote resident access to services)	Comp Plan Principle #10, 2b (Facilitate access to health and human services)	Goal 4 (Provide essential and adequate levels of services and facilities)
Access to supportive resources and basic needs	Unhoused Strategy 6 (Increase accessibility and expand transportation services for PEH)	Housing Strategy 8 (Provide financial support to existing housing and houselessness services and promote resident access to services)	Comp Plan Principle #6, 1a-f (Continue to develop a safe, balanced, and well-connected transportation system that enhances mobility for all modes.) Comp Plan Principle #10, 2bii (working with GVT and the RTPO to ensure affordable and accessible transportation options are available to seniors, people with disabilities and other residents with specialized transportation needs with a particular focus on those that live within a reasonable distance to services and facilities)	Goal 3a-b (safe, reliable, regionally connected transportation)
Access to supportive resources and basic needs	Unhoused Strategy 7 (Increase non-market housing options including interim housing and shelter units.)	Housing Strategy 9 (Support acquisition/ rehabilitation that creates or preserves affordable housing.) Housing Strategy 10 (Consider implementation of an inclusionary housing/linkage fee ordinance.) Housing Strategy 11 (Explore designation of an Urban Renewal Areas (URA) and utilization of Tax Increment Financing for affordable housing.) Housing Strategy 12 (Consider adoption of a voluntary rental registry program in conjunction with landlord incentives.)	Comp Plan Principle #5, 1a-e (Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.) Comp Plan Principle #5, 5a-c (Foster the development of neighborhoods where people of all ages, incomes, and backgrounds live together and share a feeling of community.)	Goal 2a-b (affordable and diverse housing options)

Grand Junction Area Unhoused Needs Assessment

Draft for review

Prepared by

jg RESEARCH & EVALUATION

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Data collection protocols for this project were reviewed and approved by WCG IRB, a private Institutional Review Board, under project number 20232932.

This report represented the completion of a two-phase project. In collaboration with OMNI institute, the second phase of the project builds upon the findings from the Unhoused Needs Assessment to identify and prioritize strategy recommendations for the City of Grand Junction and partners to address the needs identified.

Executive Summary

In June 2023, the City of Grand Junction and partners launched an Unhoused Needs Assessment to understand the current and projected needs of people experiencing houselessness (PEH) and the housing and supportive service agencies that support PEH in Grand Junction and the surrounding communities within Mesa County. The City of Grand Junction contracted with JG Research and Evaluation to complete the assessment and identify key housing and service gaps, barriers, and capacity to meet existing and future needs. The assessment will be used to inform community strategies to ensure that the experience of houselessness in the Grand Junction area is rare, brief, and non-recurring.

The assessment team utilized multiple methods of data collection and analysis to generate a comprehensive understanding of the needs of PEH and the agencies that serve them. Data collected included interviews with agency staff and individuals with lived experience of houselessness, a community survey, administrative service provider data, and secondary population data.

Key findings from the Unhoused Needs Assessment include:

Unhoused and at-risk population in Mesa County

- **The population of individuals estimated to be unhoused in Grand Junction is 2300.**
- **Available data suggests that the majority of PEH in the area are unsheltered and chronically unhoused.**
- **Between 2016 and 2021, the median rent to income ratio for Mesa County residents increased by 24% and is approaching the cost-burdened threshold of 30%.**
- **Areas within Mesa County whose residents face the highest risk of houselessness include central Grand Junction, Fruita, and Southeast Grand Junction/Riverside.**

Housing and supportive services

- **There is a high need for transitional and permanent supportive housing.**
- **PEH and service providers expressed interest in designated areas for legal camping and safe parking.**
- **There is a significant shortage of subsidized affordable housing, especially in Clifton.**
- **Participants identified behavioral health services (e.g. mental health and substance use) as the highest priority need under supportive services.**
- **Challenges meeting their basic needs (e.g. food, water) and accessing transportation were commonly noted by PEH.**
- **Reducing the number of hospitalizations among PEH through prevention and diversion services could result in significant long-term cost savings.**

Barriers in unhoused care system function

- **Service providers face barriers related to funding, staff capacity, and community support.**
- **Consistency of data collection and coordination across services is currently limited, resulting in inefficiencies in service delivery and resource utilization.**
- **PEH experience barriers accessing housing and supportive services as a result of the cost of housing, service requirements and restrictions, and stigma.**

Engagement with law enforcement and first responders

- **The City of Grand Junction and Mesa County have recently developed programs to better support PEH interacting with law enforcement and emergency services but programs are limited by the resources that are available in the area.**

Recommendations for strengthening care continuum

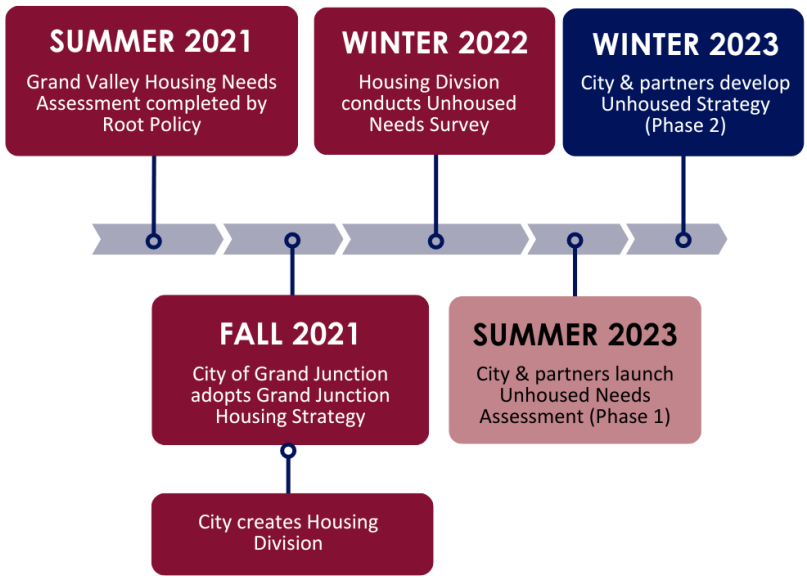
- **Service providers would like to see local government expand its role in providing a big picture community vision to respond to houselessness and supporting a collaborative approach while leaving the role of service provision to existing agencies.**
- **The community should evaluate and make necessary improvements to each component of their coordinated entry system (process for connecting PEH with needed services) in order to improve data collection, referral processes, and service delivery.**
- **The perspectives of individuals with lived experience of houselessness should be at the center of decision-making with regard to improving the system of care for PEH.**

Introduction

Since 2010, the City of Grand Junction and surrounding communities within Mesa County ("Grand Junction area") have experienced significant population growth accompanied by notable economic and demographic shifts. In the context of these socioeconomic changes, rises in the cost of housing and a significant shortage of affordable housing units for low-income households are contributing to a growing risk of houselessness within the area. In response to the area's growth in overall population and concern for the number of residents experiencing houselessness, the City of Grand Junction and partners have engaged in several efforts (noted in Figure 1 below) in recent years to both understand the unique housing needs of the community and develop strategies to strengthen the community's ability to meet the needs identified.

This assessment is a complement to previous efforts and is intended to provide a comprehensive overview of housing and supportive service needs specific to residents experiencing houselessness or at risk of losing housing. The primary goal of the assessment is to inform and tailor policy and programmatic strategies to support the community in reaching functional zero[1] houselessness, ensuring that the experience of houselessness is rare and brief and the number of individuals entering houselessness is fewer than the number exiting houselessness.

Figure 1. Timeline of City of Grand Junction housing and unhoused activities



In late 2020, the City of Grand Junction and its partners commissioned the Grand Valley Housing Needs Assessment. The Housing Needs Assessment was completed in June 2021.

Key findings from the Grand Valley Housing Needs Assessment included:

1. A rate of population growth of 1,500 residents annually since 2015
2. A growing poverty rate across the area since 2010
3. A decreasing rate of home ownership
4. A housing shortage of over 3,000 housing units for low-income residents across the area

Additionally, of the 1,853 Grand Junction area residents who responded to the survey for the assessment, 45% reported facing one or more housing challenges, such as fear of eviction or struggle to pay rent/mortgage.

[1] Community Solutions, "Functional Zero," 2023, https://community.solutions/built-for-zero/functional-zero/.

In light of the city and its partner's recent efforts to understand and respond to housing-related challenges in the Grand Junction area, this Unhoused Needs Assessment was undertaken to further these efforts by developing an in-depth understanding of the gaps and barriers present in existing supportive services and housing specific to PEH and unstably housed residents.

Data collection methods

(study methodology detailed in Appendix 1).

- Descriptive statistics to generate counts of service utilization and profiles of unhoused populations. Sources: Service providers and community-based organizations
- Population profiles of Mesa County and Grand Junction. Sources: Publicly available secondary data-
- Qualitative interviews to understand perspectives of key informants (city, county, and partner agency staff) and lived experts (individuals with lived experience of houselessness)
- Survey of community member attitudes and perspectives on needs

A note on terminology: In an effort to shift public perception of houselessness, the City of Grand Junction and partners prioritize the use of terms "houseless" or "unhoused" and person-first language such as "people experiencing houselessness" instead of the often stigmatized terms "homeless" and "homeless people." In general, this report uses the terms "unhoused," "houseless," and "people experiencing houselessness" throughout and strives to preserve the value of the person-first perspective, but there are some exceptions made in reference to prior reports, federal policies, and direct quotes from participants. For additional terms and definitions, a full glossary of terms is included at the end of the report.

The assessment was intended to meet three primary goals, as outlined by the City of Grand Junction and partners:

1. **Understand the demographic and socioeconomic characteristics and diverse needs of PEH and unstably housed residents in the community in the context of projected population growth and economic shifts.**
2. **Identify key barriers and gaps within Grand Junction area's service array and housing stock to meet the needs of PEH and unstably housed residents.**
3. **Develop a report detailing key findings of the assessment to be used in the development and prioritization of strategies for the City of Grand Junction and its partners to respond to the barriers, gaps, and needs identified.**

Demographic and Socioeconomic Characteristics of Unhoused Population in Mesa County

In order to identify the current and future needs of both PEH and individuals at risk of losing housing in Mesa County, it is necessary to understand the current scope of houselessness and the key risk factors that contribute to residents entering houselessness. This section provides an overview of Mesa County's unhoused population based on available administrative and other service provider data and model-based estimates.

Types of houselessness

The U.S. Department of Housing and Urban Development (HUD) official estimates of houselessness include people staying in emergency shelters, transitional housing programs, or places not meant for human habitation, such as a park, car, or abandoned building. This is called literal houselessness and is tracked through one night point-in-time counts (PIT).[2] HUD has four categories under which an individual or family may qualify as unhoused: literally homeless, imminent risk of homelessness, homelessness under other federal statutes, and fleeing/attempting to flee domestic violence.[3] HUD maintains a narrower definition (Category 1) to prioritize limited resources and to measure houselessness in a discrete way that makes 'ending' houselessness an attainable goal.

Reasons for entering houselessness

Similar to the findings of the 2022-2023 Unhoused Needs Survey[4] conducted by the City of Grand Junction's Housing Division, the factors leading to individuals becoming unhoused among the assessment's lived expert participant group were diverse and often multi-faceted, meaning most participants noted two or more compounding reasons for losing their housing. Most often, participants described entering houselessness due to economic, social, and/or health reasons. Common reasons for entering houselessness among lived experts are presented in Table 1.

HUD Categories of Homelessness

Category 1: Literally homeless – An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning the individual or family has a primary nighttime residence that is a public or private place not meant for human habitation or is living in a publicly or privately operated shelter designed to provide temporary living arrangements.

Category 2: Imminent risk of homelessness – An individual or family who will imminently lose (within 14 days) their primary nighttime residence, provided no subsequent residence has been identified and the individual or family lacks the resources or support networks needed to obtain other permanent housing.

Category 3: Homeless under other federal statutes – Unaccompanied youth (under 25) or families with children and youth who do not otherwise qualify as homeless under this definition and are defined as homeless under another federal statute, have not had permanent housing during the past 60 days, have experienced persistent instability, and can be expected to continue in such status for an extended period.

Category 4: Fleeing/attempting to flee domestic violence – Any individual or family fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking.

[2] U.S. Department of Housing and Urban Development, "Point-in-Time Count Methodology Guide" (U.S. Department of Housing and Urban Development, 2014).

[3] U.S. Department of Housing and Urban Development, "Four Categories in the Homeless Definition," HUD Exchange, 2023, https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories.

[4] "Unhoused Needs Survey Report" (City of Grand Junction, 2023), https://www.gjcity.org/DocumentCenter/View/8921/Unhoused-Needs-Survey-Report-?bidId=.

Table 1. Participant reasons for entering houselessness

Economic	Social	Health
Increased housing cost	Divorce/partner break-up	Substance use disorder of participant or family member
Housing cost too high	Criminal record	Medical or physical disability of participant or family member
Increased cost of living (non-housing)	Violence or abuse in the household	Someone else became sick, disabled, or died
Lost or reduced income	Eviction/conflict with property owner	
Stolen from or was victim of a scam	Discrimination (Race or other identity)	
	Conflict with/thrown out by family member	

From the City of Grand Junction Housing Division's 2022-2023 Unhoused Needs Survey:

50% of participants indicated 2 or more reasons for losing housing

16% Indicated 4 or more reasons for losing housing

> *I went through a divorce and my husband was the main person that worked. And with me not being able to work, I didn't have the resources to be able to pay the rent and I didn't get any help. And so that's kind of what has led us here. – Lived expert*

> *Mainly just not meeting eye to eye with my parents and stuff like that. A lot of my family struggles with mental issues and communication skills, so I just left and was all on my own. I lived with my older sister for a while…I was recently diagnosed with MS last year…It did become disabling to work after a while, so I recently quit working at the beginning of the year because I was losing my eyesight and stuff. – Lived expert*

Unhoused population estimates

For this needs assessment, we rely upon both standardized data collection efforts within Mesa County, as well as model-based estimates that use multiple data sources to produce estimates of the unhoused population. In doing so, we can produce a clearer picture of the overall unhoused population living in the city and county.

Point-in-Time count

The Point-in-Time (PIT) count is a method used to estimate the number of people experiencing houselessness on a single night, typically conducted in late January, in communities across the United States. The PIT count provides a snapshot of houselessness and helps inform policies and programs aimed at addressing the issue.

Historical PIT counts for Grand Junction and the regional Balance of State Continuum of Care (CoC), made up of local CoCs in non-metro counties across Colorado, are in Table 2. Overall, in the non-metro areas of Colorado in 2022, there were 3,156 sheltered and 7,214 unsheltered individuals, for a total of 10,397 unhoused individuals in the region. Within Mesa County specifically, the 2023 PIT identified 606 unique individuals, with more than half of those being unsheltered at the time of the count.

Table 2. Point-in-Time Count: 2019-2023

Year	PIT Count Mesa County	Sheltered PIT Count	Unsheltered PIT Count	Regional PIT Count (Balance of State CoC)
2019	361	269 (75%)	92 (25%)	2,302
2021	515	204 (40%)	311 (60%)	1,221
2023	606	248 (41%)	358 (59%)	2,210

Note: the PIT count methodology alternates every year between counting only sheltered individuals and counting both sheltered and unsheltered individuals. Only years with both unsheltered and sheltered counts are depicted. The Balance of State CoC covers Colorado's 54 non-metro and rural counties. This includes all counties outside of metro Denver, Colorado Springs, and Northern Colorado. Since 2020, Northern Colorado has been designated by HUD as a separate CoC. Source: Colorado Coalition for the Homeless.

In looking at the patterns across 2019, 2021, and 2023, we can see that there has been a consistent increase in the population of individuals who are unhoused in Mesa County over the past four years. Of note, the population of individuals who are unhoused and counted in the PIT increased more than threefold between 2019 and 2021. The proportions of those who are unhoused and unsheltered in 2023 in Mesa County is consistent with states that have the highest rates of unsheltered status (Most - CA – 67.3%, MS – 63.6%, HI – 62.7%, OR – 61.7%, AZ – 59.2%)[5].

By-Name List

The By-Name List (BNL) facilitates a person-centered approach to addressing houselessness, allowing service providers to tailor interventions to an individual's unique circumstances. The BNL is a real-time, dynamic database that contains detailed information about individuals experiencing houselessness in a specific community or region. The primary purpose of the BNL is to support efforts to address houselessness by providing accurate, up-to-date information about the unhoused population and their specific needs. In Grand Junction, the By-Name List was launched at the end of 2018 and further implemented in 2019 and is managed by Grand Valley Catholic Outreach.

At the time of this study in the Fall of 2023, there are currently 256 unique individuals included on the Grand Junction area By-Names List. With archived data, which includes all records from when the local BNL began in 2018, there are data on a total of 1,108 unique individuals who have been involved with service providers who participate in the BNL. Figure 2 and Table 3 provide a summary of distinct individuals added to the BNL per year since 2018.

Figure 2. Individuals added to the BNL by year

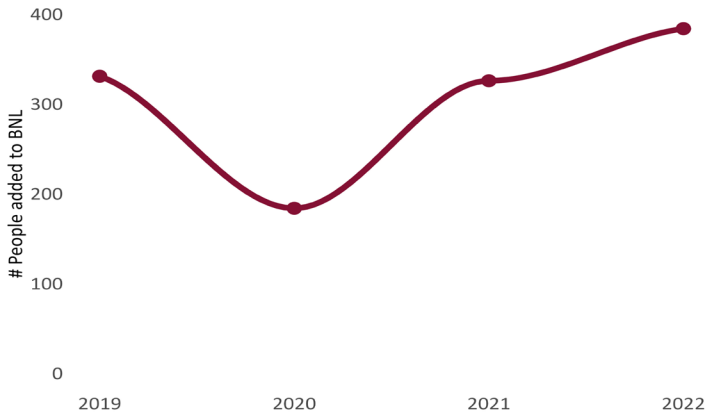


Table 3. Unique individuals on BNL: 2018-2023

Year added	Count
2018	10
2019	330
2020	183
2021	314
2022	321

[5] 2022 Annual Homeless Assessment Report to Congress. HUD.

The McKinney-Vento Homeles Assistance Act

The McKinney-Vento Homeless Assistance Act (McKinney-Vento) ensures that students experiencing houselessness have access to education and related services, which includes identifying unhoused students and supporting them within the education system. McKinney-Vento aims to remove barriers to education for unhoused children and youth, providing them with stability and support to succeed academically.

McKinney-Vento defines houselessness more broadly than HUD by including individuals who lack a fixed, regular, and adequate nighttime residence. This includes those staying in shelters, motels, cars, parks, or doubled-up with others due to economic hardship. Totals of unhoused school children, as defined by McKinney-Vento, are presented in Table 4. Mesa County, in contrast to the state of Colorado, has experienced a steady increase in the frequency of unhoused students since 2018.

Table 4. Unhoused school children: 2018-2022

Location	School Year	Number of Unhoused Students
Mesa County	2018-2019	677
	2019-2020	694
	2020-2021	634
	2021-2022	797
	2022-2023	907
Colorado	2018-2019	21,560
	2019-2020	21,416
	2020-2021	15,374
	2021-2022	17,957
	2022-2023	*

Source: Colorado Department of Education (CDE), Note: Statewide data for 2022-2023 were not available from the CDE at the time of this report.

Model-based estimates of prevalence

Based on the 2023 PIT count and additional data sources (BNL), we estimate the unhoused population (excluding those who are doubled-up) for Mesa County in the past 12 months is **1,360** unique individuals. In addition to this estimate of the unhoused population, we also identified a method for estimating the doubled-up population overall, as McKinney-Vento doubled-up totals only include families with school-aged children. The doubled-up estimate for Mesa County is **940** unique individuals. A detailed description of both estimate methods can be found in Appendix 1.

> Each of the model-based estimates produce a population estimate that is independent of the other, and we can therefore combine the unhoused and doubled-up estimates to create a more comprehensive and complete picture of individuals who are unhoused in Mesa County during the past 12-months at **2,300** individuals.

Characteristics of unhoused population

Client characteristics among those served by service providers

In order to understand characteristics of the unhoused population in the Grand Junction area, it is important to triangulate across multiple data sources to address the limitations of any specific data source that tracks demographics of PEH in Grand Junction. Many agencies do not track demographics at all, and among those that do, data is tracked inconsistently within and across organizations. For example, the By-Name List currently lacks any demographic data for race, ethnicity, or gender. Homeless Management Information System (HMIS) demographic data is limited because not all organizations who work with PEH utilize this database. However, looking across data sources can address some of these data gaps and can help identify specific data systems and service providers that are more or less engaged with specific populations.

Table 5 shows a summary of client characteristics in the HMIS and BNL systems, and includes household type, veteran status, and disability status. Overall, service providers that enter data into the HMIS system seem to focus more on adult PEH clients, as compared to the BNL. The BNL list has proportionally more clients who are veterans, and slightly more who have a disability, when compared to the HMIS system.

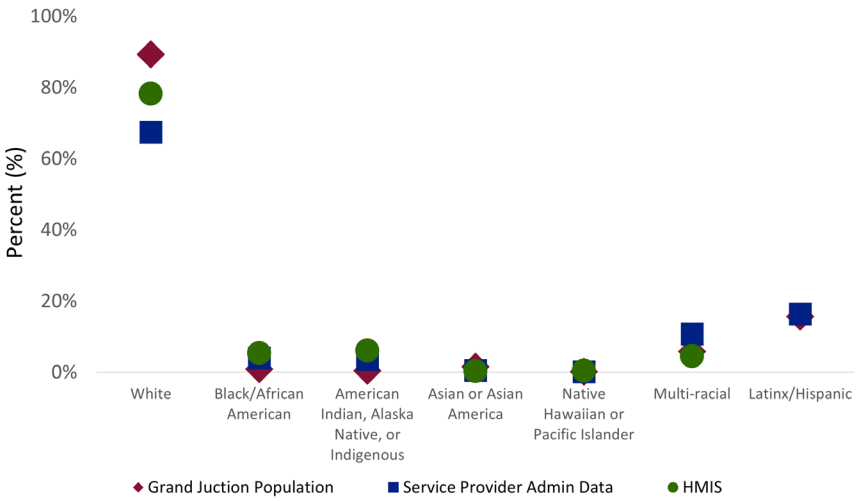
Table 5. Snapshot of client characteristics in HMIS and BNL

	HMIS Snapshot (1/2019 - 8/2023)		BNL Snapshot (2019-2022)	
Characteristic	**Total**	**Percent**	**Total**	**Percent**
Unique individuals	4760	-	1200	
Households	4053	-		
Household Type				
Adult only	3130	77%	672	55%
Youth only	538	13%	298	24%
Family	341	8%	254	20%
Veteran (yes)	423	9%	304	25%
Disability (yes)	2062	43%	607	51%
Chronically unhoused (yes)			759	63%

Source: Homeless Management Information System (HMIS), By Name List (BNL)

Figure 3 shows client American Indian/Alaskan Native (AI/AN) and Black/African American individuals are overrepresented relative to the Grand Junction population, which is 1% for both demographics. People who are AI/AN represent 6% of HMIS and 4% of service provider encounters. Similarly, people who are Black/African American make up 5% of HMIS and 4% of service provider encounters.

Figure 3. Client race/ethnicity characteristics among clients in HMIS and service provider data, compared to Grand Junction population



There is some variation in the gender breakdown of clients served by direct service provider administrative data and HMIS data. Service providers report serving 48% male and 51% female, whereas males represent 61% of HMIS data. The Grand junction population is 50.3% female. Discrepancies in service provider administrative data and HMIS data are largely due to who is participating in HMIS. However, it is important to note that HMIS data reporting is only required for organizations/agencies that are recipients and subrecipients of the Continuum of Care Program and Emergency Solutions Grant funds.

Grand Junction area By-Name List

In addition to aggregate numbers on client characteristics and household composition of those who were unhoused, some data sources can provide more detailed information on trends over time. The BNL includes data for individuals during and after their inclusion on the list, which is helpful in understanding how specific needs vary over time and how specific types of individuals are served. Figures 4 and 5, for example, summarize changes in the breakdown of different types of household composition over the period of 2019 to 2022 as well as the unhoused status of individuals on the BNL in the same time period.

Figure 4. Household composition among unhoused population on BNL: 2019-2022

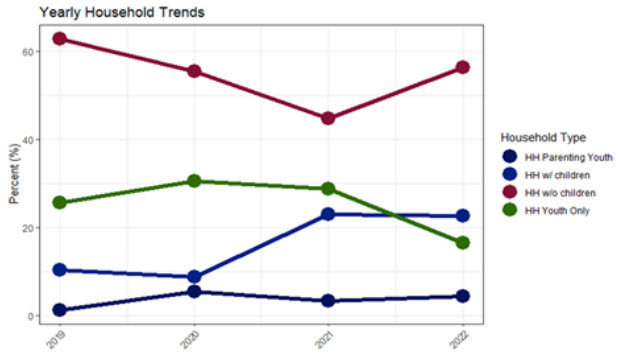
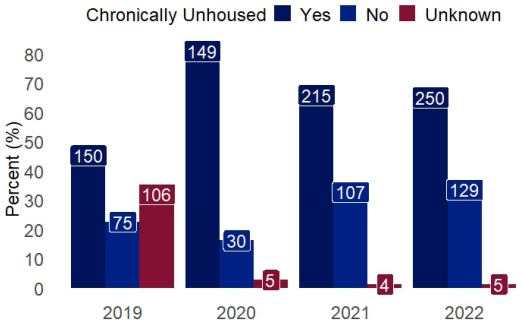
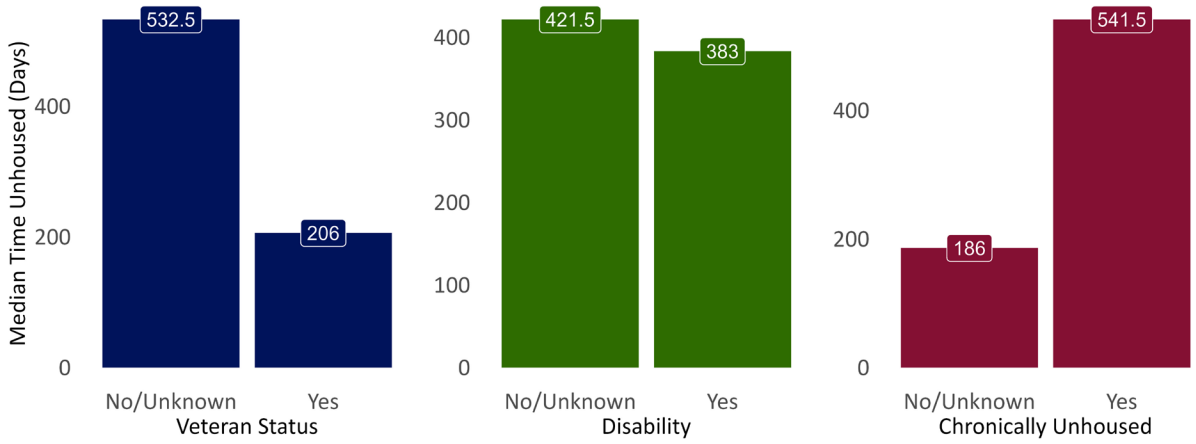


Figure 5. Unhoused status in BNL



The BNL can also provide insight into the length of time that individuals who are on the BNL have been unhoused. For 470 of 1,200 individuals (39.17%) on the BNL at any point in the past five years, we can summarize the length of time that an individual has been unhoused by taking the date when someone becomes housed and subtracting this date from the start date of being listed on the BNL as unhoused. There are some patterns across key demographics, as demonstrated in Figure 6.

Figure 6. Length of time being unhoused by status: 2018-2023



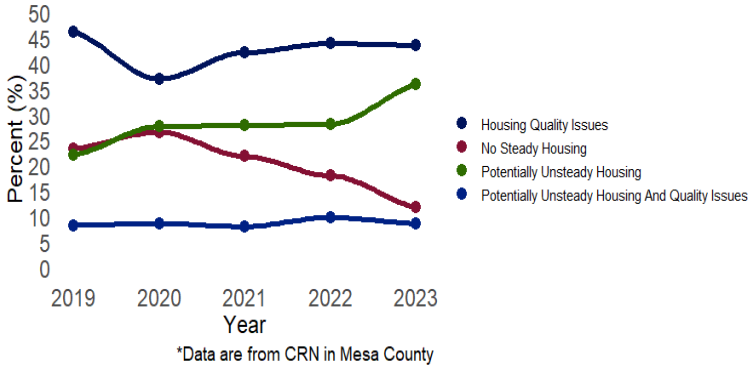
A few patterns and important elements emerge from the Grand Junction area BNL demographic tables:

- **The majority of individuals on the BNL are verified as or presumed to be chronically unhoused. This is consistent with the intention of the BNL, which is to support coordinated engagement across the housing continuum with those who are chronically houseless. (67.5% in 2021, 66% in 2022).**
- **After a steady decline, households with children increased from 2021 to 2022, and there has been a decline in households that are youth only since 2019.**
- **Just over 50% of individuals who are unhoused and on the BNL self-report a disability.**
- **Time spent being unhoused varies considerably across veterans, those with a disability, and individuals who are classified as chronically unhoused.**

Community Resource Network

The Community Resource Network (CRN) data provide additional insight into the characteristics of individuals who are unhoused in the Grand Junction area and engage with the service array. Within CRN, for individuals who need assistance with housing, participating organizations track the type of assistance that is needed across four categories: Housing quality, No Steady housing, Potentially unsteady housing, and Potentially unsteady housing and quality issues. Figure 7 demonstrates how there has been an increase in those who have potentially unsteady housing and a decrease in those with no steady housing who have engaged with CRN providers. This finding is consistent with data presented on economic drivers of individuals at risk of becoming unhoused.

Figure 7. Housing hierarchy of needs: 2019-2023



McKinney-Vento characteristics

The patterns of the race/ethnicity of houseless schoolchildren have shifted in the county since 2019. Figure 8 demonstrates how there was a relatively large proportion of individuals who identified as Hispanic/Latino in 2019 who were houseless schoolchildren, but this has dramatically decreased with a concomitant increase in houselessness among youth who identify as White. The prevalence of American Indian/Alaska Native, Asian, Black or African American, and Native Hawaiian or Pacific Islanders has remained stable over time.

Figure 8. Types of houseless schoolchildren: 2018-2022

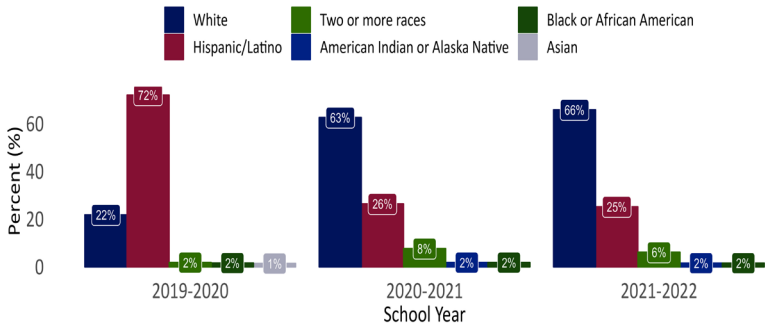
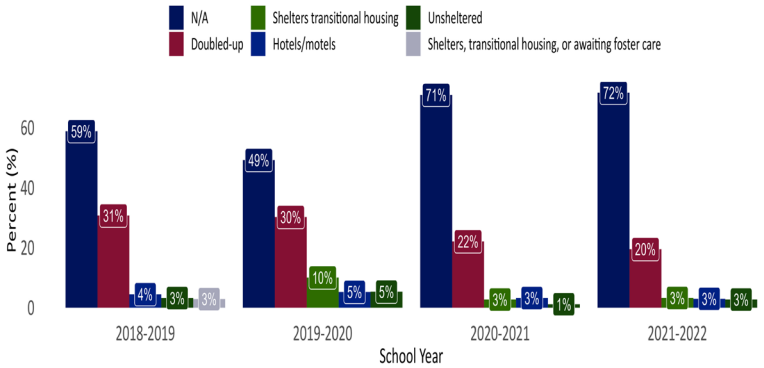


Figure 9 also provides insight from McKinney-Vento about the nature of the type of houselessness experienced by youth in Mesa County schools. Since the 2019-2020 school year, there has been an increase in the proportion of unhoused youth whose living situation is unknown, coinciding with a decrease across all other categories. This pattern is most likely a result of limited details in data collection processes, which could be strengthened to further clarify patterns of the experience of being unhoused among youth in the county.

Figure 9. Types of houseless schoolchildren: 2018-2022



Participant perspectives on unhoused population changes

In addition to the demographic composition of the unhoused population compiled from service provider data, interview participants for this assessment offered reflections on changes they have noticed among the population of PEH in Grand Junction and Mesa County.

A few key informants who have been serving PEH for several years observed that, in general, the number and complexity of challenges PEH typically face has grown, making it increasingly difficult to support individuals in reaching stability and exiting houselessness.

> *And the population here has changed. They're younger now. The drugs have greatly influenced them. Meth, heroin, fentanyl, all of it, it's just rampant. So that most, between 75%, 85%, 90% of the homeless population here are Mesa County residents. We get some transients because we have good weather, because the drugs are available. But the majority are residents and they're younger. They're angrier. They're sicker. The problems are more convoluted, they're harder to solve, more faceted. —Key informant*

City department leaders shared that their staff who regularly engage with PEH, such as parks and recreation or law enforcement, often express that their interactions with PEH have become more contentious and challenging in recent years. Where city staff once often had rapport with many of the PEH they interacted with, it is now more common for individuals to be unwilling to engage with city staff or even act aggressively toward them.

At the same time the training available to city department staff who regularly interface with PEH is limited and none of the city departments who regularly engage with PEH have a formal policy or procedure for interactions with PEH.

> In general, these observations from key informants suggest a need for both expanded behavioral health services and more robust policies, procedures, and training among city staff specific to engagement with PEH and individuals in crisis.

From the perspectives of lived experts, many have observed an overall increase in the unhoused population and described a worsening houselessness situation that needs to be addressed with urgency. One elderly man living outside likened it to turning on a faucet: *"And unless they do something about it, it's going to get worse and worse and worse. And it's like, did somebody open a faucet? And unless somebody shuts that faucet off, it can hurt on everybody."* Another lived expert suggested that houselessness has *"just amplified by probably tenfold"* in recent years.

As the unhoused population has grown, several lived experts also shared that there are fewer places for them to go and a sense that the broader community and local government have become less tolerant of PEH in public spaces and using public facilities.

> *The sad thing is there's nowhere to really camp anymore. They've shut a lot of it down. They've kicked people off the trestle, they've kicked them off the other side. So where are all these people supposed to go? And a lot of them cannot get into the homeless shelter because of their animal or because of their record. It's stupid little things that set people back and you wonder why they don't give a f--- and they want to end up in the woods. You know what I mean? And it's a shame that you get arrested for doing it sometimes. But where's everybody supposed to go? That is the big question here. It's not enough housing. — Lived expert*

From both the perspectives of key informants and lived experts, houselessness is a growing issue in the Grand Junction area and has led to increasing tensions between PEH and local government agencies. In the context of expanding risk factors associated with entering houselessness, detailed in the following section, it seems clear that the level of need among PEH and the resultant demand on agency personnel and resources can be expected to rise.

Section summary

There are several insights that can be gained from current data collection efforts within the community. By using the PIT, BNL, McKinney-Vento data and model-based estimates, there is a clear understanding of the extent and type of houselessness that individuals in Grand Junction and Mesa County are experiencing. In addition to these broad characteristics, the BNL, CRN, McKinney Vento, and service provider data provides insight on the populations of individuals who are engaging with the unhoused service sector.

Key takeaways:

- **The population of individuals estimated to be unhoused in Grand Junction is 2,300. This includes individuals who are unhoused, placed in a shelter, and/or doubled-up with a friend or family member.**
- **Of individuals in the BNL, 67% of are chronically unhoused.**
- **The proportion of the unhoused population who are unsheltered in Grand Junction is a comparatively high proportion (60% in most recent PIT).**
- **Individuals who identify as white are the most unhoused race or ethnicity in the county, followed by multiple races and AI/AN.**
- **AI/AN and Black/African American individuals are slightly overrepresented in both HMIS and service provider administrative data relative to the Grand Junction population.**

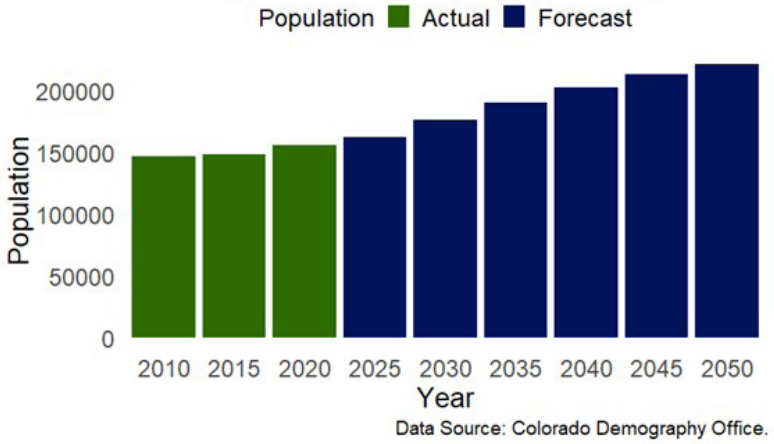
Economic Conditions and Trends in Mesa County Related to the Unhoused Population

As noted above, individuals become unhoused for a variety of reasons, often including the straightforward inability to cover the cost of housing. In this section, we present data to demonstrate how economic trends within Mesa County may be impacting patterns of individuals and families becoming unhoused over the past five years and future risk of houselessness.

Population and household income

Figure 10 demonstrates the population growth that has occurred within the county since 2010, and the forecasted continued growth over the next 30 years. Between 2020 and 2050, Mesa County is projected to grow by 40%, from about 155,000 residents to 221,000 residents.

Figure 10. Mesa County Population: 2010-2050



Of the total population in the county, Table 6 demonstrates the proportion of the population within the county that had a household income below the federal poverty threshold between 2016 and 2021, as poverty rates are an important indicator of houselessness. The poverty rates in Mesa County are consistently higher than the state average in Colorado. While poverty rates within Mesa County dropped nearly 5% from 2016 to 2021, according to American Community Survey (ACS) five-year estimates for Mesa County, this trend is most likely explained by an influx of pandemic relief funds that have since expired. Poverty rates increased slightly in 2022 and are predicted to rise across the U.S. in 2023.[6] For the municipalities where data are available, the poverty rates in Palisade and Grand Junction are highest, while Fruita has the lowest poverty rate. Between 2016 and 2021, all municipalities have experienced declines in poverty, with Fruita seeing a nearly 10% drop.

Table 6. Poverty rates in Colorado, Mesa County, and local municipalities: 2016-2021

	Poverty rate	
Geography	**2016**	**2021**
Colorado	12.2%	9.6%
Mesa County	16.3%	11.9%
Fruita city	17.7%	7.8%
Grand Junction city	18.9%	13.1%
Palisade town	15.6%	14.7%
Source: American Community Survey, 5-year estimates.		

Poverty rates are one risk factor for individuals becoming unhoused, as it is a general measure of income. An additional factor is the cost of housing within a region, as wages among those who are employed as related to housing costs have been shown to be the most relevant economic driver of houselessness

[6] Danilo Trisi, "Government's Pandemic Response Turned a Would-Be Poverty Surge Into a Record Poverty Decline" (Center on Budget and Policy Priorities, 2023), https://academiccommons.columbia.edu/doi/10.7916/D8RN3853.

within communities. The rent to income ratio is an important factor in assessing housing affordability, as landlords typically look for tenants whose rent is at or below approximately 30% of their gross monthly income, and numerous studies have shown that when controlling for multiple factors, we can expect the rate of unhoused people in the population to increase once the rent to income ratio for a region exceeds 30%.

Table 7 displays the average rent to income ratio in the county between 2016 and 2021, using median income and average rent costs for Mesa County.

> Between 2016 and 2021, the rent to income ratio has increased from approximately 22% to 28%, moving closer to the 30% threshold. While the poverty rate has declined, the cost of living has increased, thereby putting a larger proportion of the population in a housing situation that would be described as economically at risk.

Table 7. Change in median rent to income ratio, Mesa County: 2016-2021

	Median Household Income and Rent to Income Ratio					
	2016			2021		
	Median Income	Average Rent	Rent to Income Ratio	Median Income	Average Rent	Rent to Income Ratio
Mesa County	**$50,070**	**$932**	**22.34%**	**$62,127**	**$1,453**	**28.07%**
Source: American Community Survey, 5-year estimates and Bureau of Labor Statistics						

Using data from multiple sources, we can further examine patterns in rent to income ratio across occupation categories. Table 8 displays the average annual rent to income ratios for the top five most cost-burdened occupations and for all occupations for 2016 and 2021 in the Grand Junction area. In 2016, only seven occupations had a rent to income ratio higher than 30%, and the average rent to income ratio across all occupations was 25.35%. In 2021, thirteen occupations had an average rent to income ratio greater than 30%, and the average rent to income ratio across all occupations had risen to 31.31%, a 24% increase.

Table 8. Rent to income ratio for top five most cost-burdened occupations in Grand Junction: 2016-2021

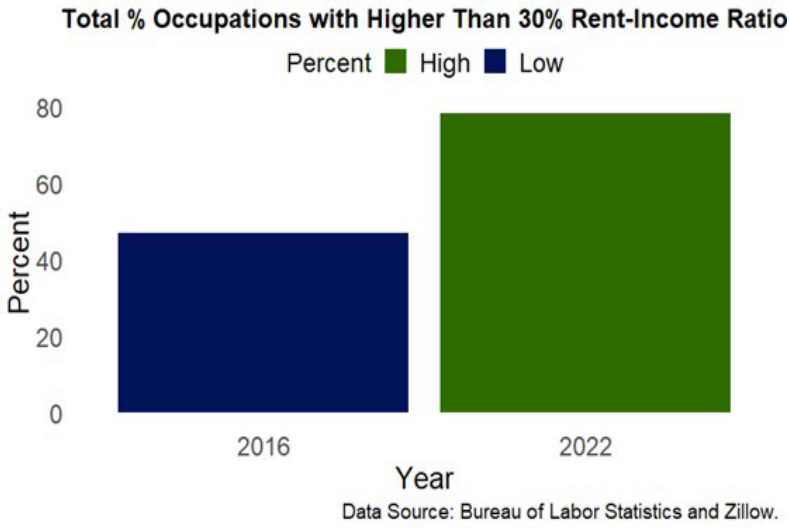
	2016		2021	
Occupation	% of Total Employment	% Rent to Income Ratio	% of Total Employment	% Rent to Income Ratio
Food Preparation and Serving Related Occupations	10.77	50.31	10.52	50.91
Healthcare Support Occupations	3.44	37.44	4.63	47.69
Building and Grounds Cleaning and Maintenance Occupations	2.83	38.61	3.12	47.12
Personal Care and Service Occupations	2.83	46.21	1.74	45.73
Farming, Fishing, and Forestry Occupations	0.07	34.90	0.14	45.43
All Occupations	100.00	25.35	100.00	31.31
Source: Zillow and Bureau of Labor Statistics				

The final manner of examining the relationship between rental cost and income is to analyze the percentage of employees, as measured by total employment in occupations, whose rent to income ratio was greater than 30% between 2016 and 2021. In 2016, 47% of those employed had a rent to income ratio greater than 30%. By 2021, the percentage of those employed who had a rent to income ratio greater than 30% had jumped to 78.3%.

> This means that on average, 78.3% of the employed population are cost-burdened based on average rent and average occupational wages in the Grand Junction area. In addition, those working in food preparation and serving occupations would be classified as severely cost-burdened, with a rent to income ratio at or above 50%.

Figure 11 contrasts the proportion of occupations with an average rent to income ratio above 30% between 2016 and 2022 for Mesa County.

Figure 11. Employed by sector with higher than 30% rent-income ratio: 2016 v. 2022



Across these three measures comparing rental cost and income, a clear story of increased risk of houselessness among the population of individuals who are employed emerges. This risk is highest for individuals employed in a few key sectors: food preparation and serving related occupations; healthcare support occupations, building and grounds cleaning and maintenance, personal care and service occupations; farming/fishing/forestry, transportation and material moving occupations; and production occupations. Each of these sectors have a greater than 40% rent to income ratio, and account for a total of 31.6% of jobs in Mesa County. These patterns suggest that wages have not increased at a rate similar to the increase in housing costs.

Mapping risk factors associated with individuals becoming unhoused

In addition to the economic indicators related to income and the rent to income ratio, a set of risk factors was used to assess populations at risk of becoming unhoused within Grand Junction and surrounding communities.

Research suggests that these selected factors and trends are strongly associated with communities experiencing houselessness. These factors and trends are highly complex and often interact with one another. For example, behavioral health challenges (e.g., substance use disorder or mental illness) or family breakdown are made worse and complicated by structural factors, such as lack of available low-cost housing, unfavorable economic conditions, and a lack of mental health services.[7] While comprehensive data about

[7] Vijay K Mago et al., "Analyzing the Impact of Social Factors on Homelessness: A Fuzzy Cognitive Map Approach," BMC Medical Informatics and Decision Making 13, no. 1 (December 2013): 94, https://doi.org/10.1186/1472-6947-13-94.

The variables included in the risk mapping are:

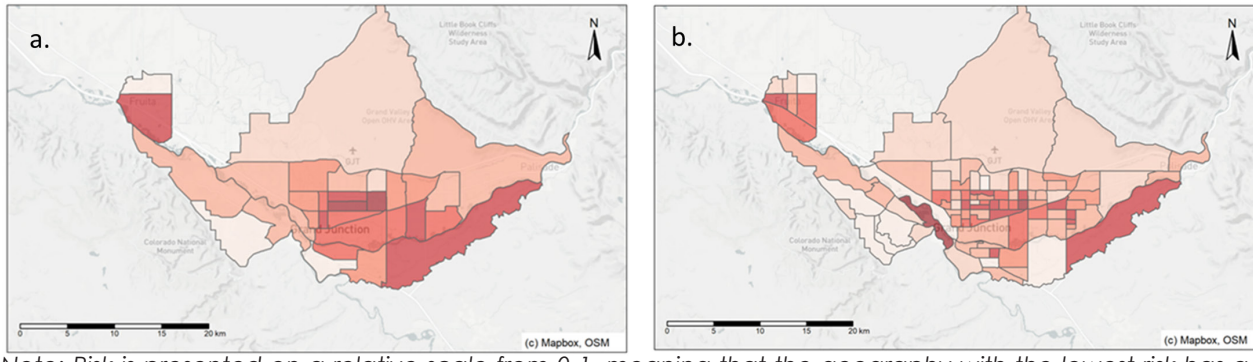
1. **Unemployment rate**
2. **Percent of the population that is non-white**
3. **Poverty rate**
4. **Number of housing units per capita**
5. **Median rent**
6. **Rent as percentage of gross income**
7. **Percentage of households with public assistance income (e.g., Supplemental Nutrition Assistance, SNAP)**
8. **Percentage of the population with a disability**

the extent of mental health and substance use challenges among Mesa County residents are not available at the city- or county-wide level, there are substantial economic data that may capture some of the structural trends that can lead to houselessness, which are described here as risk of houselessness.

Using the selected indicators and trends, which include poverty indicators and demographics, wage and employment data, and housing market trends, maps were generated to demonstrate risk of houselessness by key geographic subdivisions within Mesa County known as census tract and census block group.[8]

Figures 12a and 12b show relative risk of houselessness by census tract and census block. These maps portray the relative risk of the population within a census tract or block of becoming unhoused, with higher risk areas displayed in darker red.

Figure 12. a) Risk of houselessness by census tract; b) Risk of houselessness by census block group



Note: Risk is presented on a relative scale from 0-1, meaning that the geography with the lowest risk has a ranking of 0 and the geography with the highest risk has a ranking of 1.

Based on these risk summaries, risk is highest in Central Grand Junction (i.e., area north of the Colorado River and south of Patterson Ave., excluding the city center), Fruita, and Clifton, particularly in the southeast part of town along the Colorado River. The Central Grand Junction census tract has the highest relative risk across all risk indicators. Fruita has a relatively high risk based on a high rent to income ratio and a relatively large non-White population, while Southeast Grand Junction/Riverside area has a relatively high risk due to a high rent to income ratio, high median rent, and relatively high unemployment rate. These geographic patterns within the County can inform both prevention programming activities as well as the placement of services for those who become unhoused.

[8] US Census Bureau, "Glossary," Census.gov, 2022, https://www.census.gov/programs-surveys/geography/about/glossary.html.

Section summary

The City of Grand Junction and surrounding communities within Mesa County have experienced rapid economic shifts in recent years that are contributing to an increase in the proportion of the population that is cost-burdened and at risk of becoming unhoused. Key economic and demographic indicators and trends, such as poverty rates, rent to income ratios, unemployment rates, and participation in federal assistance programs can guide the understanding of populations and geographic communities within the county that face the highest risk of houselessness and therefore can inform targeted houselessness prevention and service outreach efforts.

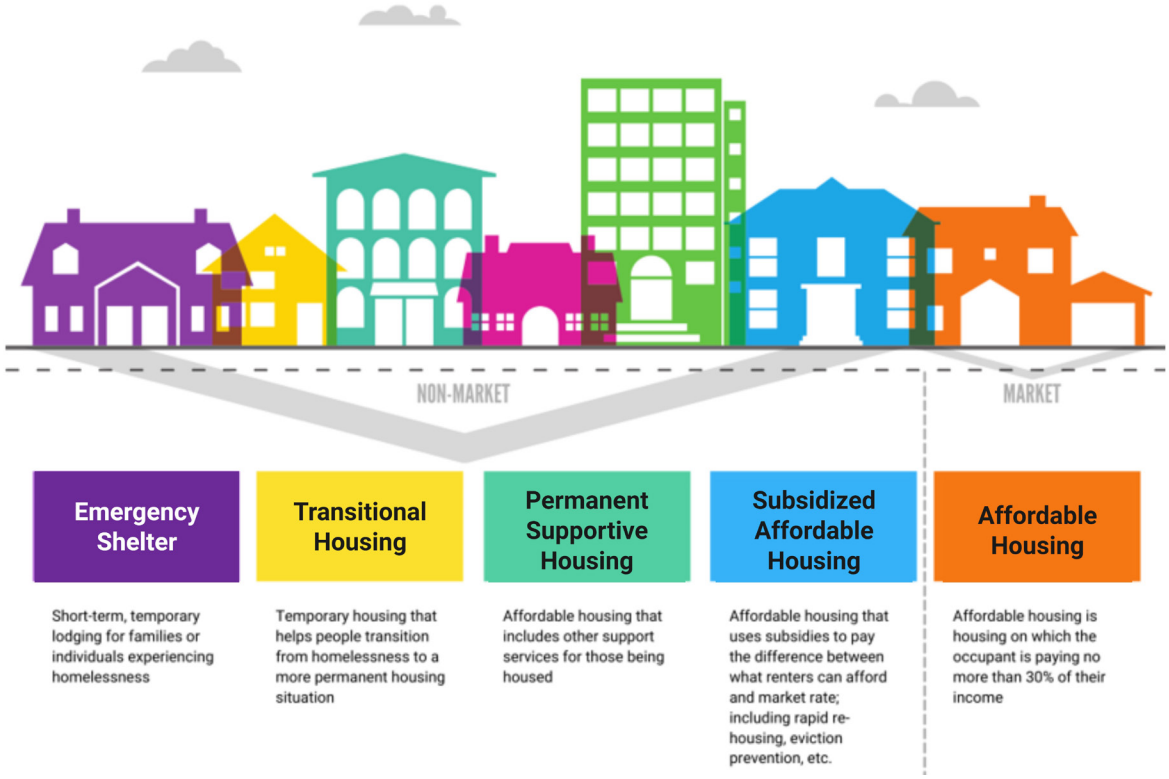
Key takeaways:

- **Between 2016 and 2021, the cost of living has increased at a greater rate than wages, resulting in the average rent to income ratio approaching the cost-burdened threshold of 30%.**
- **Between 2016 and 2021, the percentage of occupations in Mesa County with an average rent to income ratio above 30% increased from 47% to 78%.**
- **Residents working in food preparation and serving occupations are severely cost-burdened with a rent to income ratio at or above 50%.**
- **Areas with Mesa County whose residents face the highest risk of houselessness include central Grand Junction, Fruita, and Southeast Grand Junction/Riverside.**

Capacity and Utilization of Existing Non-Market Housing in Mesa County

To define the required service capacity in Grand Junction, as well as targets for service utilization within the unhoused population in the city and county, the assessment sought to understand the flow of individuals across the housing continuum, specifically looking at non-market housing interventions, including emergency shelter, transitional housing, permanent supportive housing, and subsidized affordable housing (Figure 13). This examination is separated into two key sections: Housing interventions and Supportive services. Housing interventions are presented in this section of the report, followed by Supportive Services in later sections.

Figure 13. The housing continuum



Source: United Way of Olmsted County

Overview of non-market housing continuum capacity in Grand Junction

In this section, we provide summary data for each type of non-market housing, including utilization information from providers of those services in Mesa County and the relative proportion of capacity that has been utilized by PEH in the past year. Table 9 shows the service providers that are active in Mesa County and the type of non-market housing they provide, while Table 10 shows capacity estimates by service provider and in total for those that were able to provide data. Not all service providers were able to provide data on recent utilization or capacity.

Table 9. Summary of non-market housing options by organization in Mesa County

Organization	Emergency Shelter	Transitional Housing	Permanent Supportive Housing	Subsidized Affordable Housing
Amos Center		X		
Catholic Outreach		X	X	
Freedom Institute		X	planned	
Grand Junction Housing Authority				X
Grand Valley P & J	X	planned		
Hilltop — Latimer House	X	X		
HomewardBound — North Ave	X			
HomewardBound — Recovery Living		X		
HomewardBound — Pathways Village			X	
Housing Resources of Western CO				X
Joseph Center		X		
Karis	X	X	X	

Table 10. Capacity estimates by non-market housing type and organizations that were able to provide data

	Emergency shelter		Transitional Housing		Permanent supportive housing	
Service Provider	Total service utilization (% unhoused)	Capacity	Total service utilization (% unhoused)	Capacity	Total service utilization (% unhoused)	Capacity
Freedom Institute	—	—	n.d.	61	—	—
Grand Valley Catholic Outreach (2023)	—	—	–	4	—	60
Grand Valley Peace & Justice — Emergency Shelter (2022)	58 (100%)	32	—	—	—	—
Hilltop Latimer House (2019 - 9/2023)	635	n.d.	n.d.	n.d.	--	--
HomewardBound — North Ave Shelter (10/2021 -9/2022)	834 (72%)[a]	135	n.d.	—	n.d.	n.d.
HomewardBound — Recovery Living (2023)	—	—	n.d.	44	—	—
HomewardBound — Pathways Village (2023)	—	—	—	—	—	66
HomewardHounds (8/2022 -8/2023)	112 (100%)	9	n.d.	n.d.	n.d.	n.d.
Joseph Center (8/2023)	--	--	9 (90%)	10	--	--
Karis (8/2023)	8[b]	10	8 (89%)	9	47	39
HMIS — Emergency Shelter (1/2019 - 8/2023)	3802	n.d.	—	—	—	—
MESA COUNTY TOTAL		186		128		165

Notes: Not all service providers were able to provide data about their client's housing status (n.d. indicates no data provided); (—) indicates that a housing type is not relevant to the given provider;
[a] HomewardBound percent reflects clients entering from homelessness; [b]Karis data represents only active clients in September 2023

In addition to administrative data from specific service providers, the HMIS provides a different view of the most commonly accessed non-market housing services as well as key supportive services. Table 11 shows the overall number of encounters entered into HMIS and the service type sought by the individual. These estimates emphasize that emergency shelter is by far the most accessed type of housing service among PEH, which is not surprising since other types of non-market housing are meant to be a stepping-off point out of houselessness and thus away from repeat encounters in the HMIS.

Table 11. Encounters by housing or service type in HMIS: 2019-2023

Service type	Total	Proportion of total
Emergency Shelter	3,802	74%
Street Outreach	502	10%
Supportive Services Only	256	5%
Permanent Supportive Housing	228	4%
Rapid Re-Housing	169	3%
Other Permanent Housing	74	1%
Transitional Housing	60	1%
Homelessness Prevention	41	1%
TOTAL ENCOUNTERS	5,132	
Source: HMIS		

Subsidized affordable housing refers to housing that is funded in part by the federal government that supports households in being able to afford market-rate housing. Based upon data access through HUD, Grand Junction has a total of 1,100 subsidized housing units available, and Clifton has a total of 168 units. The occupancy for these units is 81% and 88%, respectively. The average amount of time on the waitlist is substantial, with Clifton operating a 17-month waitlist average and Grand Junction an 8-month waitlist average. In 2022, there were a total of 1,849 people residing in subsidized housing in Mesa County.

Table 12 summarizes subsidized housing utilization in the County in 2022 across municipalities.

Table 12. Summary of subsidized affordable housing utilization in Mesa County: 2022

	Key figures						
Municipality	**Subsidized units available**	**Percent Occupied**	**Total people housed**	**Number of people per unit**	**Average months on waiting list**	**Average months since moved in**	**Percent over housed**
Clifton	168	81	360	2.50	17	93	38%
Grand Junction	1,100	88	1,489	1.50	8	77	14%
Source: Department of Housing and Urban Development (HUD).							

Details and perceptions of capacity by non-market housing type

As shown in Table 10, administrative data on utilization and capacity from service providers is limited in its coverage, and even complete data does not tell the full story of how different types of individuals in the community perceive existing capacity and the need to expand or right-size capacity as it relates to utilization and demand. In this section, we provide summary information gathered from interviews with key informants and lived experts to provide context and nuance to the quantification of service demand, capacity, and utilization. The level of priority for each housing type identified was categorized into terciles: low, medium, or high across each participant group according to coding frequency and urgency.

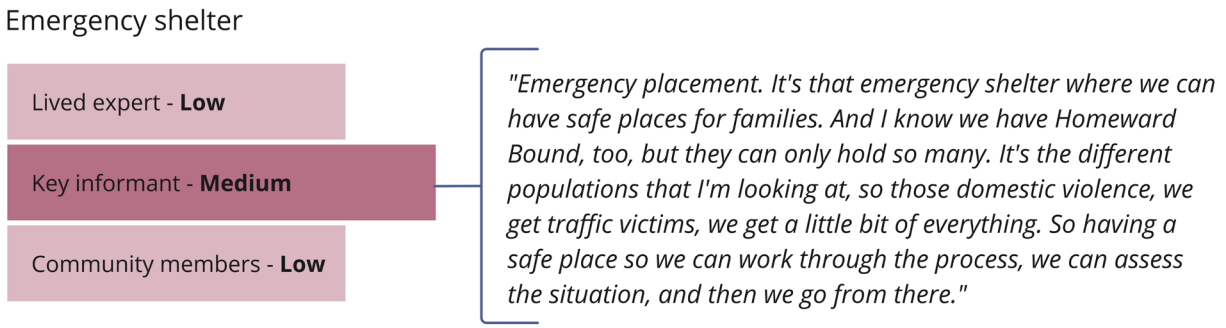
Emergency Shelters

HomewardBound, Grand Valley Peace and Justice, Hilltop Latimer House, and Karis each provide emer-

gency shelter options for people who are unhoused, which are temporary accommodations designed to provide immediate shelter, safety, and basic services to individuals or families experiencing houselessness.

Each emergency shelter service provider reports being at capacity for the number of emergency beds within their facility. Notably, each emergency shelter serves different subpopulations of PEH. Karis serves transition age youth; the Hilltop Latimer House is for individuals/families experiencing and/or fleeing domestic violence. Grand Valley Peace and Justice has facilities for both individuals who are men and for families, with 16 beds at each facility, but is only open during the winter months, decreasing local bed capacity in Grand Junction during the spring, summer, and fall seasons. HomewardHounds is a partnership between Roice-Hurst Humane Society and HomewardBound to provide temporary housing for PEH who also have pets.

Figure 14. Participant perspectives on emergency shelter priority



Emergency shelter was ranked as a low-level priority housing need by lived experts and community members and a medium-level priority by key informants (Figure 14). Many of the lived experts participating in the assessment were not interested in traditional emergency shelter options, for a variety of reasons. However, key informants noted additional emergency shelter as a gap specifically because existing emergency shelter often operates at capacity and there are limited options for individuals with specific needs, such as those with high medical needs, those who use substances, those who are registered sex offenders, or those who cannot comfortably stay in a traditional congregate shelter.

Based on the feedback lived experts provided, it is likely that some PEH currently living outside would be more interested in accessing emergency shelter if the shelter had few rules and utilized a harm reduction model, where there are limited to no restrictions on substance use, particularly during times of the year when it is dangerously cold or hot to live outside.

Additionally, some key informants and lived experts described a need for emergency shelters that only serve specific special populations of PEH, such as shelter for women only or individuals fleeing domestic violence. A couple of participants noted a need for emergency shelter options and supports specifically serving individuals who identify as LGBTQ+ (lesbian, gay, bisexual, transgender, queer, and/or questioning), who may feel unsafe accessing traditional emergency shelters and have different needs than other PEH seeking shelter.

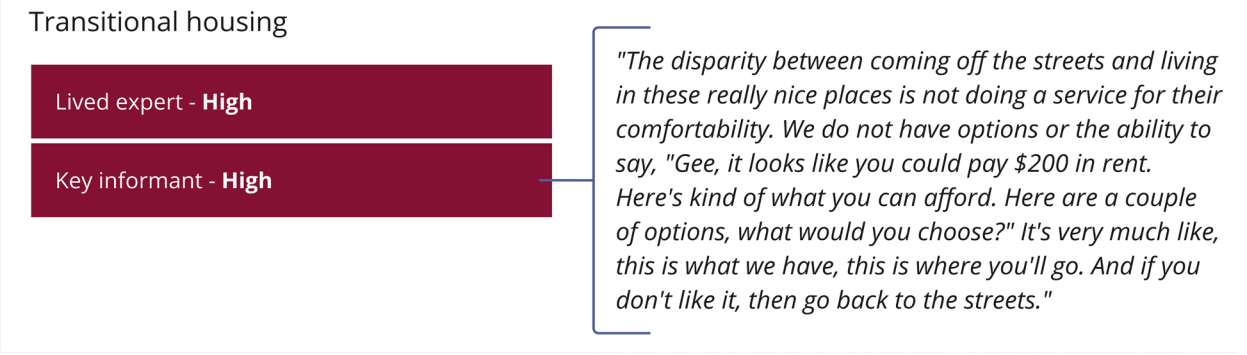
Based on these findings, in considering emergency shelter demand and supply for Mesa County, a key consideration is the type of emergency shelter and the subpopulation intended to be served by the shelter.

Transitional Housing

Transitional and non-permanent supportive housing options are provided through a handful of providers in the Grand Junction area. Transitional housing for individuals in substance use treatment and recovery are provided by Homeward Bound, the Amos Center, A Step UP, and The Freedom Institute. Karis, which serves transition age youth has both emergency housing and transitional housing beds. HomewardHounds, in collaboration with HomewardBound, provides transitional pallet shelters for individuals experiencing homelessness who also have pets.

One provider of transitional housing in Mesa County is The Freedom Institute who currently offers 61 transitional living beds for individuals who are transitioning out of prison or jail. Based upon interview data, Freedom institute is in the process of expanding their transitional bed capacity to 100.

Figure 15. Participant perspectives on transitional housing priority

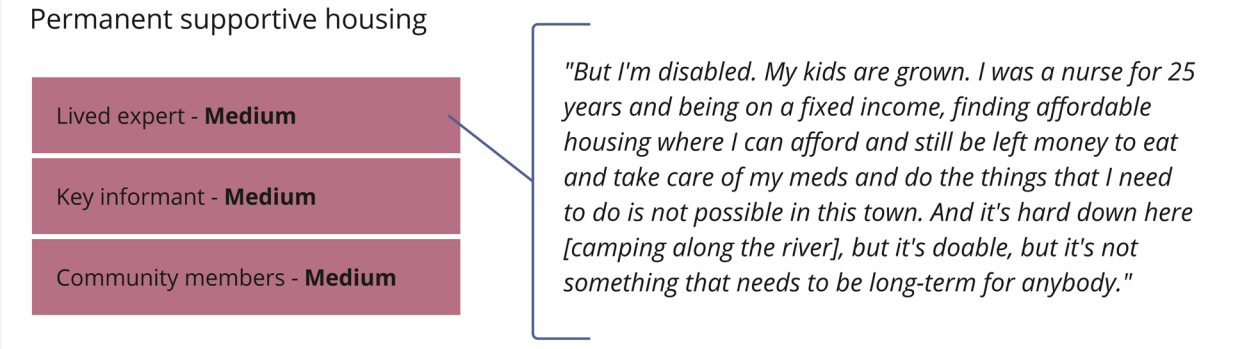


Lived experts and key informants identified transitional housing as a high priority need in responding to houselessness (Figure 15). Overall, the number of transitional housing units in Mesa County is small in the context of the current number of PEH. It is likely that many PEH, whether currently residing in an emergency shelter or living on the street, could benefit from being placed in housing that is one step further along the continuum but short of a permanent housing situation. This could allow them to gradually build stability in their lives while freeing up emergency housing for those entering houselessness.

Permanent Supportive Housing

Permanent supportive housing is long-term housing combined with wraparound supportive services, often designed for individuals with chronic physical or mental health conditions. This model provides ongoing assistance to help residents maintain housing stability and improve their quality of life and is intended to be a permanent living situation. Currently, Grand Junction has a limited number of permanent supportive housing units available for specific subpopulations, with a couple providers looking to expand their permanent supportive housing capacity. The current permanent supportive units primarily focus on serving families, youth, older women, and individuals with disability experiencing chronic houselessness.

Figure 16. Participant perspectives on permanent supportive housing priority



Permanent supportive housing was ranked as a medium-level priority housing need across all participant groups (Figure 16). Several agencies in the Grand Junction area currently have permanent supportive housing units, with some who have plans to expand their number of units, but again, a demand-supply gap exists for this type of housing.

As key informants described, permanent supportive housing is inherently resource-intensive and requires round-the-clock staff and access to services to sustain it, making it difficult to develop and operate new units. At the same time, participants noted there are PEH currently living outside in the Grand Junction area who would be most appropriately housed through a permanent supportive housing facility. Additionally, many participants expressed concern for the aging unhoused population, who may have a decreasing ability to independently care for themselves and a reduced number of services available to them.

Subsidized affordable housing

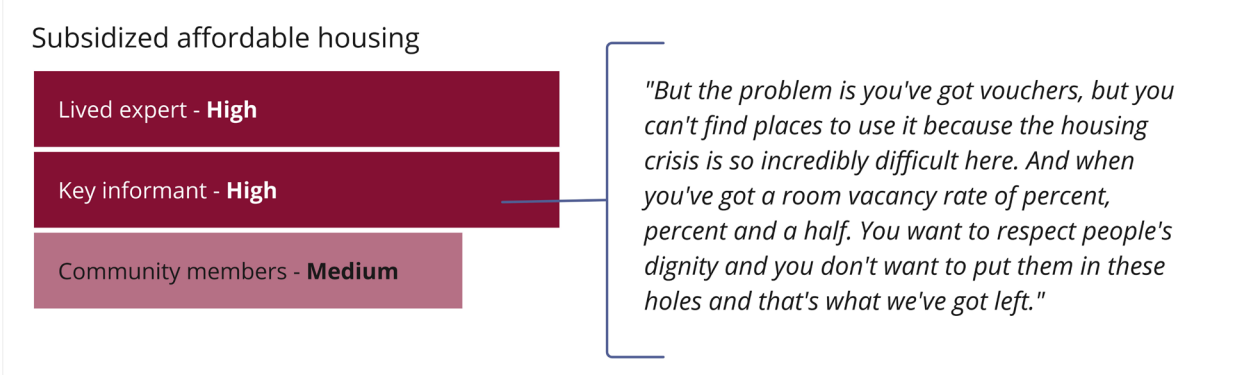
In 2022, the Grand Junction Housing Authority (GJHA) leased 1,350 housing choice vouchers, also known as Section 8 vouchers, which was a slight decrease from 2021 when 1,380 vouchers were leased. The housing choice voucher program is a federal program through the U.S. Department of Housing and Urban Development (HUD) that provides rental assistance to qualifying households, allowing them to choose a rental home if it meets program requirements. As of August 1, 2023, 1,227 vouchers have been leased. Table 13 shows the historical trend of GJHA vouchers leased by year and by voucher program type.

Table 13. Housing voucher utilization by client characteristics: 2018-2023

Voucher Program	2019	2020	2021	2022	January 1 - July 31, 2023
VASH - Veterans	186	173	172	168	151
Youth	7	4	7	10	10
Non-Elderly Disabled	201	215	205	198	180
Domestic Violence	65	40	41	47	45
Next Step	21	15	12	19	13
Families Transitioning from Homelessness	242	272	294	265	233
All other vouchers	635	620	649	643	595
TOTAL	**1,357**	**1,339**	**1,380**	**1,350**	**1,227**

Key informants and lived experts ranked subsidized affordable housing as a high priority need, and community members ranked it as a medium-level need (Figure 17). As noted previously, Grand Junction Housing Authority provides housing assistance vouchers to low-income households and other key special populations, but the waitlist for these vouchers is significant (i.e., 8-17 months), and there is no guarantee of a household being able to find housing that meets program requirements and accepts vouchers once a housing voucher is actually issued.

Figure 17. Participant perspectives on subsidized housing priority



Overall, demand for subsidized housing has long outpaced the supply. Many lived experts spoke to the frustration of going through the process to apply for a housing voucher, move through the waitlist, and ultimately not be able to use it by the deadline because the rentals they managed to find either would not accept the voucher or the voucher amount would not sufficiently cover the cost. A key informant speculated that the recent drop off in voucher applications is likely due not to a decrease in demand but because PEH and lower income households are discouraged by the lack of units accepting vouchers.

> Given current and projected housing costs in the Grand Junction area, the demand-supply gap in subsidized housing will likely only continue to grow.

Additional Elements of Housing Continuum Identified by Interview Participants

In addition to the core elements of the housing continuum, we received information from interview participants about their perspectives on medical/Substance Use Disorder (SUD) treatment respite facilities, sanctioned camping sites, and opportunities for safe parking lots.

Temporary housing specifically for PEH discharged from the hospital after a medical operation or individuals in recovery after in-patient substance use treatment was a gap noted as a medium-level need among lived experts and key informants, and a low-level need among community members. In general, participants expressed that there is an extremely limited number of beds available to PEH in need of medical and mental health support while recovering after treatment. Often, emergency shelter facilities in the county are unable to accept clients under these circumstances because they require a high level of services. Shelters typically do not have the capacity or expertise to properly care for them, leaving those individuals with few or no options. Several key informants shared stories of not being able to connect clients with the appropriate level of care and shelter after they leave the hospital, demonstrating a dangerous and sometimes lethal gap in housing options.

Sanctioned camping and safe parking areas, or designated spaces for PEH to legally camp within the county, were noted as a high need among lived experts and key informants and a medium-level need among community members. While it is difficult to know exactly how many PEH live in camps along the river corridor, in parks, and on other parcels of public and private land, a substantial proportion of PEH in the Grand Junction area spend many of their nights camping rather than in a shelter.

About half of the 50 lived expert participants were living outside at the time of interviews. Many of those participants did not feel that HomewardBound's emergency shelter was on option for them because of a mental or physical health condition, they were banned due to breaking the shelter's rules, or they were not interested in following the shelter's rules. Regardless of their reasons for not seeking out shelter at HomewardBound, remaining shelter options for PEH are extremely limited, often contributing to PEH living outside. Additionally, several PEH who camp, expressed that they would rather camp than go to a shelter facility because it affords them independence.

Figure 18. Participant perspectives on priority of additional housing elements

As many participants noted, however, individuals camping on public lands are often forced to pick up their camp and move on a regular basis by law enforcement due to public health and safety concerns and violations. While many PEH who live outside would prefer camping to being in a shelter, the constant threat of having to move their belongings and start over somewhere else can be traumatizing and lead to negative encounters with law enforcement and other city and county staff. Additionally, access to basic services, such as water, bathrooms, and trash, is limited and generates significant issues for both PEH and the broader community. Based on these realities, lived experts and key informants both pointed to a gap in safe areas for PEH to camp or live out of a vehicle, and many expressed a desire to see legal camping options with basic services offered within the county.

Section summary

Across the continuum, service providers are notably at capacity with emergency shelter beds, and there are wait lists for transitional and supportive housing beds. Transitional housing was noted to be one of the highest needs in the community, in addition to more subsidized housing and sanctioned camping opportunities.

Key takeaways

- **Emergency shelter is by far the most utilized and has the most units. However, for individuals for whom congregate shelter is not an option, the remaining emergency shelter options are very limited.**
- **The number of transitional and permanent supportive housing units is relatively small, while participants expressed they are in high demand.**
- **There is an overall lack of subsidized affordable housing units, especially in Clifton.**
- **Housing Vouchers are reaching some key populations: veterans, people with disabilities, and families.**
- **Participants noted areas for sanctioned camping and safe parking are a significant need, as there are currently very few places for unsheltered PEH to go.**

Estimated Demand for and Adequacy of Non-Market Housing in Mesa County

In an overall planning process to identify and prioritize strategies to address houselessness, estimates of existing capacity must be further analyzed in the context of estimated demand for certain kinds of housing to identify gaps and coverage in the existing system. Demand estimates are related to both populations at need and at risk as well as the overall configuration of the system. For example, the need for emergency shelter beds has a direct relationship to the affordability and availability of rental housing, transitional housing, and permanent supportive housing. Inherent in the process of estimating the need for an individual intervention type is the need to consider how the overall system of care is functioning for people who are at risk of becoming unhoused and those that are currently unhoused.

Overview of assumptions and methods

A detailed methodology for estimating demand and adequacy of non-market housing is included in Appendix 1. In brief, the first step toward calculating overall need or coverage in non-market housing services is to estimate capacity in the existing system. When possible, the capacity estimates in Table 14 triangulate across data presented in Table 10 related to overall capacity in the county. To complete the capacity estimates for this study, the research team drew upon multiple evidence-supported methodologies for estimating capacity of temporary emergency shelter[9], emergency shelter, transitional shelter facilities, transitional housing, and permanent supportive housing.

Estimates of potential demand in Mesa County also draw, when possible, from data presented in Table 2 and Table 11, and build in assumptions to move from general need and observed utilization of specific resources to potential demand for each type of housing. The assumption is that, especially in situations where a specific type of housing is under capacity, there will be potential demand that is not observed through utilization patterns because so many people simply cannot access the service and have not registered their need for it (for example, some people will get on wait lists for supportive housing, but others will simply not seek it out). And at the same time, not all PEH will ever choose to seek certain types of housing services, and thus not every individual included in the PIT (Table 2) will contribute demand for every type of housing. In Table 14 we adjust total demand based on the estimated program usage rate to generate an adjusted estimated demand for each type of housing.

Additional practical considerations also shape demand, as the need for winter shelters depends on the weather and demand can vary across days of the week. In Table 14 we utilize a modifier for demand for emergency shelter that reflects estimates from the literature about how demand changes with temperature. In brief, demand increases in a non-linear way as overnight temperatures move from fair (32 to 50 degrees F) to low (14 to 32 degrees F) to moderate (-4 to 14 degrees F). In 2022, Mesa County experienced 87 fair days, 123 low days, and 12 moderate days. Individual service providing organizations likely know these patterns and adjust staffing as needed to minimize unused costs. This assessment does not take into account staffing needs, nor does it examine the costs of services. Rather, it is focused on producing general estimates of need over the course of a year and comparing those estimates to the capacity within Grand Junction at the time of the needs assessment.

The results in Table 14 provide an estimate of the current capacity of four elements of the Mesa County care system for individuals who are unhoused. There is generally limited capacity for the temporary emergency shelter, transitional housing and permanent supportive housing. Of note, the limited temporary emergency shelter capacity estimates are based in large part on the average bed nights of individuals who reside in the shelter (information gained through qualitative interviews). There is likely to be a shift in need

[9] Jadidzadeh, A. & Kneebone, R. (2015). Shelter from the storm: Weather-induced patterns in the use of emergency shelter. University of Calgary. The School of Public Policy: SPP Research Papers, 8(6).

for temporary emergency shelter services if these individuals were to access transitional or permanent supportive housing, or different versions of temporary emergency shelters.

Table 14. Estimated adequacy of non-market housing in Mesa County

	Estimated population total	Program usage rate	Adjusted estimated demand (people)	Average utilization per person	Estimated demand (housing-specific unit)	Current capacity (housing-specific unit)	Adequacy of current capacity
Temporary emergency shelter	385	70%	270	30 bed nights	2,831 bed nights	2,880 bed nights	10%
Emergency shelter	1,237	80%	990	10 bed nights	9,896 bed nights	8,959 bed nights	91%
Transitional housing	1,644	85%	1,397	8.4 months	978 units	128 units	13%
Permanent supportive housing	520	85%	442	8.4 months	309 units	101 units	33%

Despite the estimated near adequacy of existing emergency shelter bed capacity in the Grand Junction area, it is important to note that there currently is only one facility that operates year-round and is open to the general population (i.e. other emergency shelters serve specific subpopulations). As noted in the section about capacity and utilization of non-market housing types, several lived experts expressed that they are unable or unwilling to stay at the shelter for a variety of reasons, including mental health and medical conditions, behavioral restrictions, ban from service, having pets, being a registered sex offender, and personal safety concerns. For those who the area's primary emergency shelter is not an option (and are not served by other shelters), there is essentially no other shelter option, impacting the overall understanding of capacity estimates. Additionally, as a result of the very limited capacity of existing transitional and permanent supportive housing options, as more people enter houselessness, the demand placed on emergency shelter options is likely compounded, a complexity that is not reflected in the current capacity estimate. The estimate provided in Table 14 was focused on the emergency shelter open to the general public. It did not account for limitations on accessibility by key population groups nor present capacity estimates based upon needs of specific population groups.

Section summary

Overall estimates of non-market housing adequacy suggest variation in adequacy, which is reflected as well in comments from participants in the section above.

Key takeaways:

- **There is limited coverage of temporary emergency shelter beds.**
- **There is adequate coverage for emergency shelter beds but coverage may still be limited on a night to night basis and for specific populations.**
- **Temporary emergency shelter capacity may not be adequate when weather conditions become low or moderate and demand increases.**
- **Very little of the demand for transitional or permanent supportive housing is currently being met.**

Capacity and Utilization of Existing Supportive Services in Mesa County

Supportive services refer to services outside of housing infrastructure that assist PEH and unstably housed individuals in building financial stability and personal wellbeing and addressing the challenges in their lives that contribute to and/or exacerbate the experience of houselessness.

Supportive services examined in this Needs Assessment include:

- Prevention and diversion services
- Street outreach
- Basic needs – Water, Food, Laundry
- Transportation services
- Transitional services – Workforce training, financial literacy, life skills
- Services for youth and families
- Behavioral health services

Overview of existing supportive services

For each of these supportive services, we examined patterns of utilization, demand, and capacity across providers for those who are unhoused. It is important to note that many supportive services available in the Grand Junction area are also offered and provided to individuals who are housed. The continuum of supportive services is organized by the intensity of the engagement required to provide the service, moving from less to more intensive engagement.

Table 15 provides an inventory of the types of supportive services provided by organizations within the unhoused care continuum in Grand Junction and Mesa County.

Table 15. Summary of supportive services by organization in Mesa County

	Supportive services in Grand Junction area							
Organization	Prevention services	Street Outreach	Basic needs	Transportation services	Transitional services	Youth and families	Behavioral health	Case management
Amos Center			X		X		X	X
Catholic Outreach	X		X		X			X
Freedom Institute					X		X	X
Grand Valley Peace & Justice	X		X		X			
Hilltop	X		X		X	X	X	X
Homeward Bound	X	planned	X		X	X	X	X
Joseph Center	X		X		X	X		
Karis	X		X		X	X	X	X
Mutual Aid Partners	X	X	X	X				
Solidarity Not Charity	X		X					

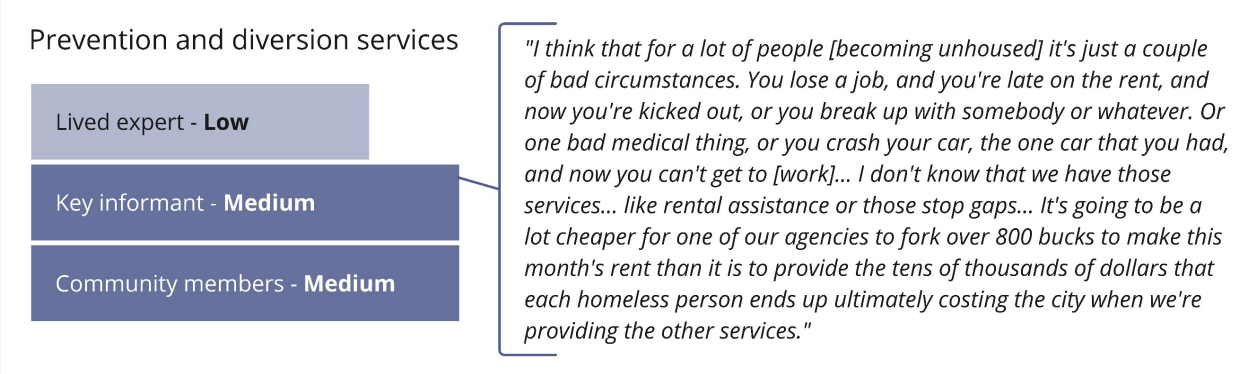
Details and perceptions of capacity by type of supportive service

Few service providers were able to provide numbers related to utilization or capacity for the specific supportive services that they offer. In this section, summary and exemplary quotes from lived experts and key informants have been provided within each type of supportive service. The level of importance for each service type identified was categorized into terciles: low, medium, or high across each participant group according to coding frequency and urgency.

Prevention and diversion services

Prevention and diversion services, or services to support individuals and households in maintaining stability and preventing them from becoming unhoused, were noted as a medium-level priority service gap by key informants and community members but a low-level priority among lived experts, likely because they were already in a situation of experiencing houselessness and focused on their needs in being able to exit houselessness (Figure 19). That said, many of the lived experts participating in the assessment noted a financial hardship as the primary reason they lost housing, suggesting that they could have benefited from prevention services to help them weather the hardship while still being able to maintain their housing situation.

Figure 19. Participant perspectives on priority of prevention and diversion services



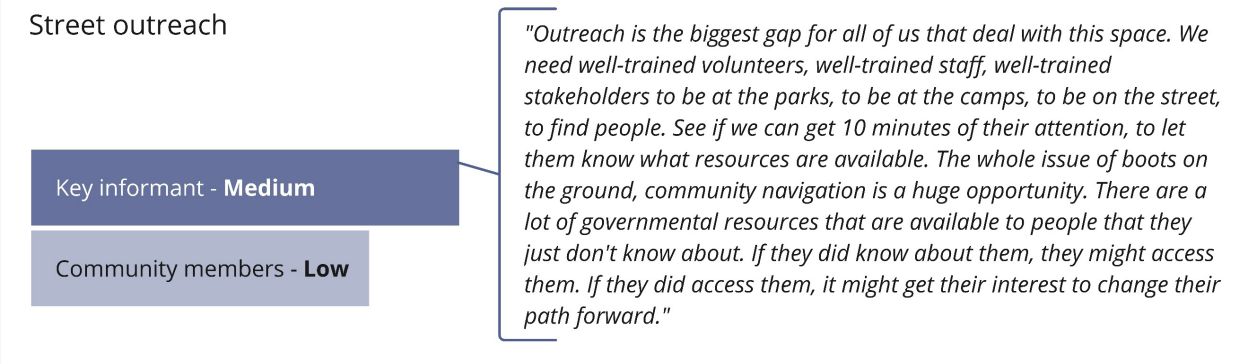
Effective prevention and diversion services can include rental assistance programs or other emergency financial assistance, budget counseling, tenant protections, and reintegration programs for individuals exiting the criminal justice system or veterans exiting active duty. According to key informants who noted these types of services as a gap, there are very few prevention and diversion programs or services available in the Grand Junction area, limiting the community's ability to keep those who may be at risk of losing housing from entering houselessness. As participants noted, preventing houselessness is a far more efficient use of resources than re-housing individuals and helps individuals to avoid the trauma of experiencing houselessness.

Street outreach

Another gap that was not specifically noted by lived experts but was described as a moderate priority need among key informants and a low priority need among community members was street outreach (Figure 20). Street outreach specifically refers to on-the-ground efforts to engage PEH in unsheltered locations in order to connect them with housing and supportive services. Currently, street outreach capacity among supportive service providers is very limited in the Grand Junction area.

As some key informants noted, a barrier in providing services for PEH was the lack of awareness of services among PEH and providers' limited capacity to do outreach regarding their services. Several key informants noted that as demand for their services remains high, there is limited ability to dedicate staff and resources toward outreach. At the same time, limited outreach results in a disconnect between PEH and the services that can help them meet their needs and ultimately enable them to exit houselessness. Further, a gap in street outreach also explains, in part, the discrepancy in the estimated number of PEH in Mesa County and the number currently captured in the By-Names List and other service provider data.

Figure 20. Participant perspectives on priority of street outreach



Neighbor to Neighbor Referral Program

The Neighbor-to-Neighbor Referral program was launched by the City of Grand Junction Housing Division staff in the Fall of 2022 in order to assist service providers with distribution of basic needs and harm reduction supplies, connect PEH with services, and support the implementation of the Grand Junction Fire Department fire mitigation plan. City staff continue to expand engagement with PEH and are working to develop a Neighbor-to-Neighbor Guidebook, provide trainings for best practice engagement in the field, and expand partnerships with service providers.

Basic needs: Water, food, laundry, clothing, safety

Another significant gap identified by participants, especially by lived experts, was facilities to meet basic needs, such as hydration stations, places to shower, and warming or cooling centers during inclement weather. While there are several services in the Grand Junction area that provide for basic needs such as food, showers, and laundry, participants expressed that existing services are limited in terms of their hours of operation and how often they can be accessed. Additionally, based on participant feedback, the level of need for these types of services outpaces the level of supply, particularly because there is a significant subpopulation of PEH living outside in the elements without reliable access to water or bathroom facilities year-round. The number of encounters these providers have with PEH is quite large, and summarized in table 16. However, it is important to note that these are encounters, and not unique individuals served.

Table 16. Encounters for basic needs by organization

Organization	Encounters
Grand Valley Catholic Outreach – Day Center (2022)	12,436
Joseph Center – Day Shelter (10/2022 – 9/2023)	4,921
Center for Independence (1/2020 – 9/2023)	160
Grand Valley Connects (10/2022 – 9/2023)	473
Grand Valley Peace and Justice – ID and Food Services (2022)	4,261
Hilltop Family Resource Center (1/2019 – 9/2023)	311
Joseph Center – IFS, GAP, TANF, JCAPP (1/2019 – 9/2023)	1,254
Mesa County Public Library (9/2023)	280
Mutual Aid Partners (2022)	15,072
Solidarity Not Charity (2022)	27,300
211 (2022)	415

Data from the Community Resource Network (Figure 21) as well as participant perspectives shows that enrolled clients in Grand Junction have indicated a general need for food and housing, and there are also notable needs for limiting social isolation and for safety. Figure 22 shows that individuals with lived experience see basic needs and harm reduction high-level priorities, while key informants rank basic needs as a medium priority, and the general public ranks it as a low priority.

Figure 21. Primary needs among individuals in the Community Resource Network: 2019-2023

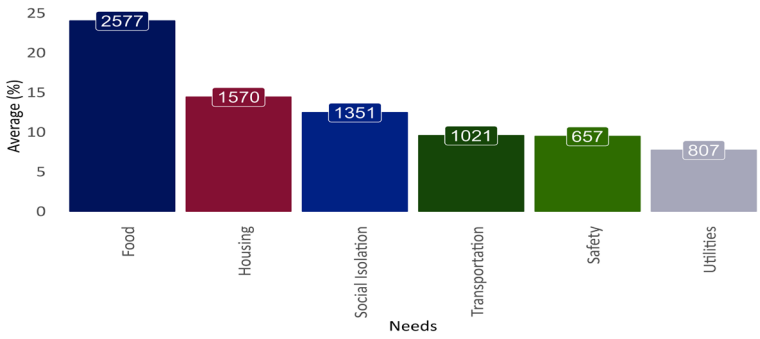
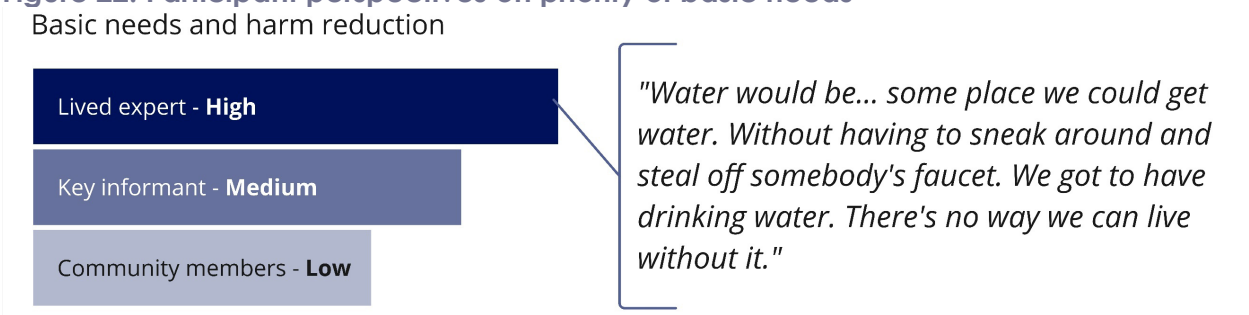


Figure 22. Participant perspectives on priority of basic needs

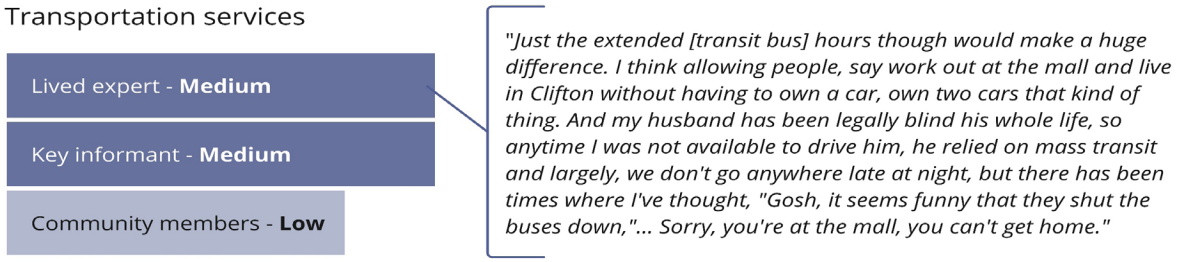


Transportation services

While mentioned with less urgency than some other services, participants identified transportation as a gap or area for improvement within supportive services (Figure 23). Many key supportive service facilities in the Grand Junction area are spread out across the City of Grand Junction, and a few are located outside of the city limits. Among lived experts participating in the assessment, few had access to cars and most relied on a combination of the Grand Valley Transit buses, bikes, and walking to travel between services. Transportation options are even further limited for individuals with pets, who are unable to bring their pets on public buses.

For PEH needing to access multiple services throughout a given day, the distance between services can be significant. For example, participants staying at the HomewardBound North Avenue shelter, which is closed during the day, often access shower and laundry services at the Grand Valley Catholic Outreach Day Center, which is approximately three miles away. In times of inclement weather, getting from A to B to access services and meet their needs can be especially challenging for PEH. Some participants expressed they simply do not access those services due to their transportation limitations.

Figure 23. Participant perspectives on priority of transportation services



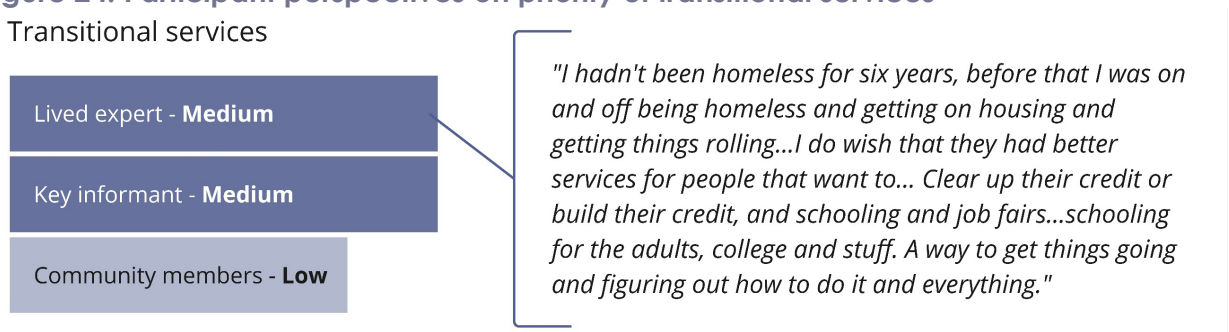
Participants who utilize the transit buses expressed gratitude for the service but also that bus lines are limited, as are the hours of operation. According to one lived expert, *"it's an hour everywhere,"* by which they meant it takes an hour for them to get to any of their usual destinations if traveling by bus. Similarly, some participants felt that, without reliable access to a car, it can be extremely difficult to access services,

make it to medical appointments, or maintain a job. In addition to expanded hours of operation and more stops to make the transit buses more accessible and convenient, a few participants expressed interest in services that can assist PEH with maintaining independent modes of transportation, such as assistance getting a driver's license or maintaining a bike or car.

Transitional Services – Workforce training, financial literacy, life skills

Transitional and retention services, which refer to supports for individuals exiting houselessness and moving along the housing continuum, was noted as a moderate need among lived experts and key informants and as a lower need among community members. (Figure 24). This was a need most often noted in the context of individuals exiting chronic houselessness, for whom readjusting to maintain a housing situation can be challenging for a variety of reasons. Several participants noted how often individuals exiting houselessness ultimately return to houselessness when they lack transitional support or programs, such as workforce training or financial literacy education, to help them make the leap from unhoused to housed. At the same time, most services serving PEH are specifically focused on getting individuals into housing and may not have the capacity or scope of services to support individuals as they exit houselessness.

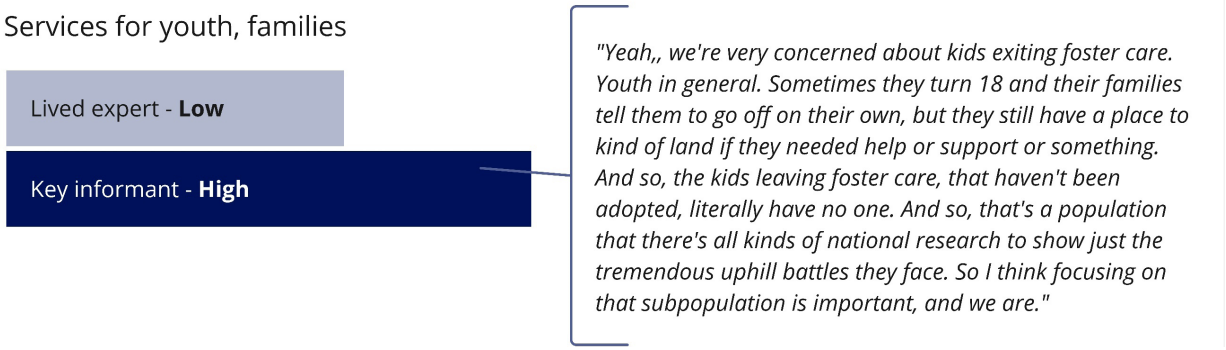
Figure 24. Participant perspectives on priority of transitional services



Services for youth and families

A significant gap noted by key informants was services specifically serving youth and families. While services for youth and families were far less frequently noted among lived experts, this is likely due in part to the fact that interview participant were required to be 18 years of age or older to participate, and families experiencing houselessness often fall into the category of "hidden houseless," as described in previous sections of the report. In general, unhoused youth and families are a difficult subpopulation to reach due to stigma and the fear of losing their children to child protective services. However, McKinney-Vento data suggests that houselessness among children and families is a significant and growing issue, with nearly 1,000 school-aged children experiencing some degree of houselessness in Mesa County. Given the sheer number of unhoused children and the limited service capacity for youth and families specifically, key informants expressed concern in meeting the growing and unique needs of unhoused youth and families (Figure 25).

Figure 25. Participant perspectives on priority of services for youth and families

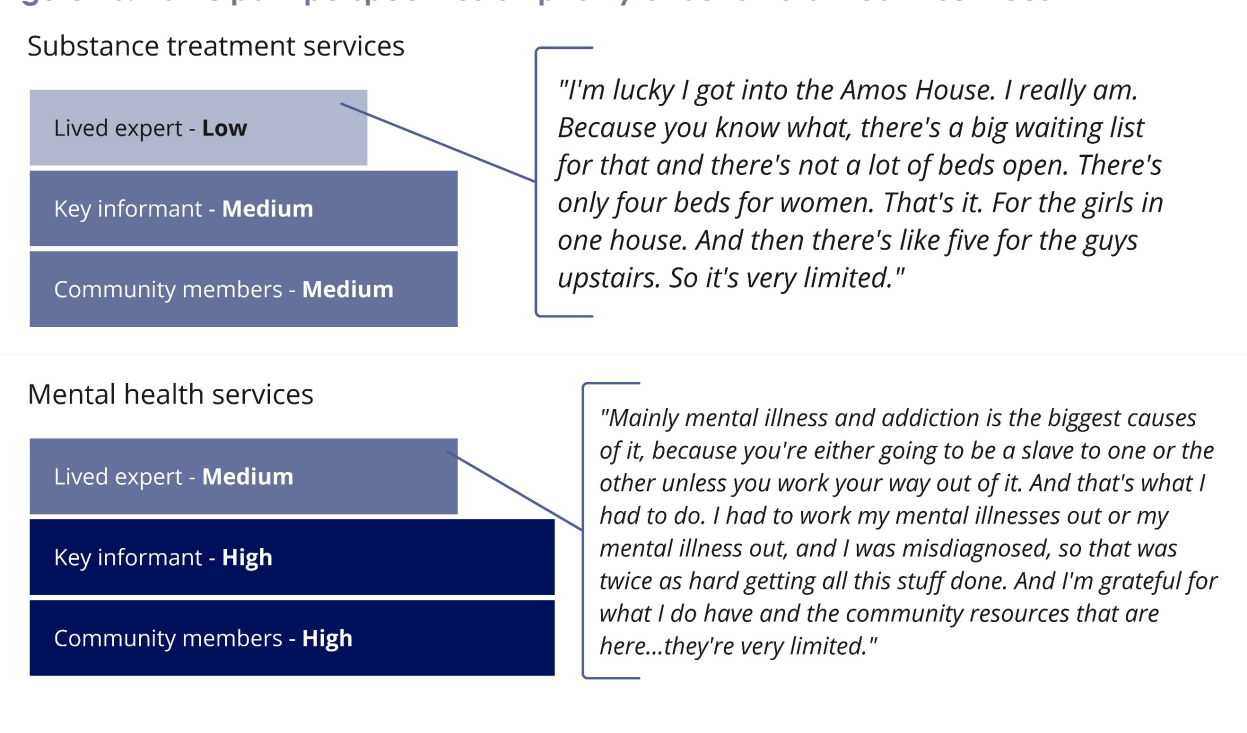


Behavioral health services

The most significant service gap identified across participant groups was behavioral health services for both individuals with mental health conditions and those with substance use disorder. In the web-based community survey, top categories of need were “more mental health services” followed by “more substance use/addiction services,” with 21% and 14% of participants selecting those categories, respectively. Behavioral health concerns were frequently mentioned across key informants and lived experts as a challenge in both providing and accessing housing and services. Several participants noted that there are limited options to receive behavioral health care in the community, especially for individuals experiencing chronic houselessness (Figure 26).

Representatives of city departments that regularly interface with PEH also identified behavioral health services as a gap, noting that many PEH that frequently use city services (e.g., parks and recreation facilities or emergency services) appear to struggle with behavioral health needs. They addded that the options available to city staff to support such individuals, particularly first responders, are somewhat limited. For example, Mesa County’s primary mental health facility, Mind Springs, does not accept intakes directly from ambulances, significantly limiting the options for resolving an emergency call with an individual experiencing houselessness and in need of mental health treatment.

Figure 26. Participant perspectives on priority of behavioral health services



Understanding and addressing mental health within the unhoused population is a complex issue that involves a range of barriers. These barriers can stem from systemic, social, economic, and individual factors. Research and data regarding mental health among unhoused populations is greatly limited compared to other groups. This lack of data means there is not a precise understanding of mental health needs for those who are unhoused and hinders the development of tailored interventions and policies. However, participants (both individuals with lived experience and key informants) routinely mentioned barriers to accessing mental health care and a need for expanded mental health services.

Between October 2021 to September 2022, 33% of individuals at the HomewardBound North Ave Shelter indicated that they had a mental health disorder. Additionally, 9.17% indicated alcohol use disorder, 5.56% drug use disorder, and 5.83% both alcohol and drug use disorders. To contrast, the prevalence of drug use disorder in the previous year in Colorado is 9.29%, any mental illness in the past year is 23.71%,

and serious mental illness is 5.27% (NSDUH, 2021). Table 17 displays the prevalence of behavioral health conditions among one provider.

Table 17. Prevalence of behavioral health conditions among individuals served at HomewardBound North Ave shelter

	Mental health disorder	Alcohol use disorder	Other substance use disorder	Alcohol and other substance use disorder
Proportion of individuals with a behavioral health need	33.33%	9.17%	5.56%	5.83%

Source: (HomewardBound North Avenue Shelter)

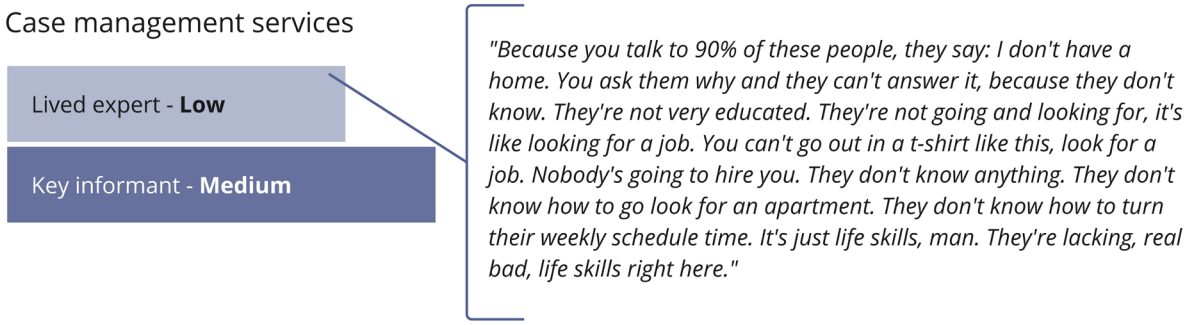
Unhoused individuals often face stigma and discrimination from society, which can further isolate them and exacerbate their mental health challenges. Stigma can prevent them from seeking help and lead to a lack of understanding and empathy from the public. A lack of social support networks and meaningful connections can lead to feelings of isolation and loneliness among the unhoused population, further contributing to poor mental health outcomes.

People experiencing houselessness have restricted access to mental health services due to financial barriers, lack of insurance, transportation issues, and a shortage of specialized services for the unhoused population. Without proper healthcare, individuals are unable to receive timely diagnosis, treatment, and ongoing support for their mental health conditions. Further, houselessness itself can lead to or exacerbate mental health problems. The stress of not having a stable and safe place to live, coupled with exposure to the elements and increased risk of violence, can contribute to the development of mental health disorders.

Case management services

Lived experts often noted how challenging it can be to know what services are available to them and to complete the paperwork and processes required by many services. This barrier to accessing services points to the need for connecting more PEH with case management services to help reduce the stress and challenges of juggling multiple applications, securing necessary documentation, and making it to important appointments. Key informants noted that while case management services are available through several agencies in the Grand Junction area, the extent to which they provide housing navigation support may be limited. Further, lived experts often seemed unaware of these types of services, suggesting a gap in outreach and/or access to existing case management services.

Figure 27. Participant perspectives on priority of case management services



Section summary

In considering the supportive services available to PEH in the Grand Junction area, participants reflected upon the gaps and limitations within existing services, shedding light on the ways in which the service array could be improved to support PEH more effectively and aid in their ability to exit houselessness. Looking across the priority needs identified by participants, an overall need for improved coordination across services and outreach could strengthen access of supportive services that already exist by PEH, while prevention and diversion and transitional services appear to areas with the least existing capacity in the area.

Key Takeaways:

- **Prevention and diversion services were discussed as a moderate priority by key informants and community members, while lived experts noted it as a low priority, likely because most were already experiencing houselessness at the time of interviews.**
- **Lived experts discussed services to meet basic needs, such as water, food, laundry, as a high priority.**
- **Transitional and transportation services were ranked as moderate priorities by both lived experts and key informants.**
- **Across participant groups, the highest priority supportive service need was expanded behavioral health services, including for mental health and substance use.**

Estimated Cost Impacts from Investing in Prevention and Supportive Services

There is a wide range of potential interventions and solutions to attempt to solve the challenge of addressing and supporting the unhoused population across the United States. Appendix 4 reviews potential cost savings and effectiveness by intervention or prevention service, based on prior peer reviewed research or evidence from interventions or services provided in other areas of the United States. Estimates are wide ranging and highly dependent on context, as each is targeted specifically at certain populations or only consider one intervention. While cost savings or effectiveness may differ in the Grand Junction area from the reviews presented below, the previous literature demonstrates a comprehensive evidence base and sense of what types of costs and benefits are associated with interventions and responses to houselessness.

In this section, estimates for potential cost savings of prevention program interventions and housing support with some level of treatment and case management are applied to the estimates of the Grand Junction area unhoused population below. These estimates intend to provide rough estimates and projections for costs of intervention for those at risk of becoming unhoused and for those who are currently experiencing unsheltered houselessness. All estimates and assumptions are based off of information gathered from publicly available data and peer-reviewed academic literature, as well as estimates for those experiencing doubled-up houselessness and the overall population of unhoused individuals in the Grand Junction area.

Costs and benefits of interventions are highly variable and dependent on the type and level of intervention. In the majority of the research, specific populations are studied, and each received a slightly different intervention, thus leading to differences in the findings of total costs and incremental cost effectiveness ratios. However, there is a convergence of evidence showing that benefits accrue to individuals receiving the service and to society over time dependent on the value that society places on the benefits of the interventions. We utilize information from multiple of the sources referenced above to generate the estimates presented below.

In addition to the high variability of costs across interventions related to houselessness, several other limitations should be noted. First, much of the research on housing support and interventions for unhoused populations is conducted through randomized control trials where there are treatment and control groups. Comparisons are made for cost savings on a per unit or per person basis between these groups. As these studies are intended to analyze the effectiveness of the treatment itself, they do not consider potential challenges with implementation of the treatment in society. It is likely that, when implemented, an intervention may only initially be available to a small subset of the unhoused population, with benefits and reach of the intervention having potential to increase over time. In our estimates, we build in the assumption that only a percentage of the unhoused population will receive the intervention and that costs will only decrease for the population that effectively receives the intervention. Additionally, we present costs as total aggregated costs rather than per person or per unit costs.

Cost benefit and potential cost savings estimates were calculated for emergency rental assistance and for expansion of the housing first approach, prioritizing the use of transitional or permanent supportive housing options without barriers or restrictions for individuals who are unhoused. In addition to these two specific cost estimates, we have compiled additional cost expectations across the continuum of care in Appendix 2.

Assumptions related to cost estimates

Prevention interventions

We base cost estimates for the potential impact of houselessness prevention interventions on findings from Phillips and Sullivan[10] and a National Alliance to End Homelessness report,[11] as well as U.S. Census ACS 5-year estimates and internal estimates of the Grand Junction population experiencing doubled-up houselessness. Prevention interventions typically come in the form of emergency financial assistance payments to families or individuals at high risk of becoming unhoused, or to their landlords, in order to help pay for rent and other living expenses such as utilities. We generate estimates for two populations, those that are experiencing doubled-up houselessness and those that are living at or below the poverty line in Mesa County. Assumptions made to generate the estimates are presented in Table 18.

Table 18. Cost assumptions related to prevention interventions

Risk of Becoming Homeless: The National Alliance to End Homeless estimates[12] that the odds of becoming unsheltered homeless for those experiencing double-up houselessness is 1/10 (10%), and the odds of becoming houseless for those experiencing poverty is 1/25 (4%). We utilize these estimates from the literature, as well as two other medium and low estimates, to present a range of the risk of houselessness for each population. The risk percentages are multiplied by the doubled-up and poverty populations to find the number of individuals at risk of becoming homeless:

Doubled-Up Population	Poverty Population
Literature: 10% risk, 94 people	Literature: 4% risk, 736 people
Medium Alternative: 5% risk, 47 people	Medium Alternative: 2.5% risk, 460 people
Low Alternative: 2.5% risk, 23 people	Low Alternative: 1% risk, 184 people

Doubled-up Homelessness: We estimate that there are 940 individuals experiencing doubled-up homelessness in Grand Junction.

Poverty: There are 18,407 people living in poverty in Mesa County, based on data from U.S. Census Bureau 2021 ACS 5-year estimates.

Cost of Homelessness: It is estimated by the National Alliance to End Homelessness[13] that the average cost per person per year of homelessness is $35,578. These costs are a cumulation of a variety of public service costs and other costs related to homelessness.

Cost of Emergency Financial Assistance: Emergency Financial Assistance payments can be variable depending on risk, family size, and other factors. In their research, Phillips and Sullivan[14] found that the average payment was approximately $2,000 per individual. We use this value for our estimates.

Housing first with case management and supportive services

The costs of housing first are highly variable and dependent on the population being served and specific intervention strategies used. Cost savings occur in certain services or categories and increase in other service areas. Because of the variation in costs, we present estimates by service rather than the overall cost of housing first. Housing first is initially a costly intervention, but it has high potential to directly benefit

[10] David C Phillips and James X Sullivan, "Do Homelessness Prevention Programs Prevent Homelessness? Evidence from a Randomized Controlled Trial," *The Review of Economics and Statistics*, 2023.

[11] M William Sermons and Peter Witte, "A Research Report on Homelessness: An in-Depth Examination of Homeless Counts, Economic Indicators, Demographic Drivers, and Changes at the State and National Level." (National Alliance to End Homelessness; Homelessness Research Institute, 2011).

[12] Phillps and Sullivan, *The Review of Economics and Statistics*, 2023.

[13] Sermons and Witte, Homelessness Research Institute, 2011.

[14] Phillips and Sullivan, 2023.

individuals experiencing houselessness and offset societal costs of houselessness over time, especially when combined with other effective interventions across different stages of houselessness. Assumptions made to generate the estimates are presented first in Table 19.

Table 19. Cost assumptions related to housing first with case management and supportive services

Unsheltered Homeless Population: We estimated that there are 1,360 individuals experiencing unsheltered homelessness in Grand Junction. The details of this estimate can be found in a previous section of this report.

Reduction in Homelessness from Intervention: In their randomized control trial of housing first, Rosenheck et al.[15] find that the treatment group had a 25% reduction in unhoused days compared to the group that did not receive the treatment. We use this finding as our assumption for calculating the percentage of individuals who receive the intervention that exit homelessness.

Impact of Intervention on Services: Basu et al.[16] estimate the average change in service utilization for individuals that receive a housing first intervention with case management and treatment compared to those that do not receive the intervention, as well as the average cost of each service. We use these estimates and costs to generate our estimates and assumptions for costs within Grand Junction.

Treatment Reach: In research, the housing first intervention is randomly assigned to treatment and control groups, providing a relatively controlled experimental environment to test its effectiveness and cost efficiency on a per capita basis relative to other interventions or no intervention. In practice, however, it is likely that the intervention will not reach the full homeless population in Grand Junction if implemented, which could be due to a multitude of reasons that are beyond the scope of this analysis. Regardless, we assume in our estimates that the intervention is applied to only a certain percentage of the population in order to not overestimate the impacts of the intervention. We make three different estimates to present a range of outcome possibilities under different treatment reach scenarios. We assume that the intervention reaches 25% of the unhoused population, 50% of the unhoused population, and then 75% of the unhoused population, and present estimates under each of these scenarios.

Table 20 shows the estimates of costs for a housing first model with treatment and case management services in Grand Junction, utilizing publicly available data and information from the literature to form our assumptions. Services and costs used are shown in the below table, and all costs are inflation adjusted to 2022 dollars. The use estimate columns provide research-based utilization patterns across public and direct services. Variation in these types of engagements between the group who received housing first as compared to the group who did not receive housing first form the basis for cost estimates in table 22.

[15] Robert Rosenheck et al., "Cost-Effectiveness of Supported Housing for Homeless Persons With Mental Illness," Archives of General Psychiatry 60, no. 9 (September 1, 2003): 940, https://doi.org/10.1001/archpsyc.60.9.940.

[16] Anirban Basu et al., "Comparative Cost Analysis of Housing and Case Management Program for Chronically Ill Homeless Adults Compared to Usual Care," Health Services Research 47, no. 1pt2 (February 2012): 523–43, https://doi.org/10.1111/j.1475-6773.2011.01350.x.

Table 20. Service utilization and cost with and without housing first with case management and supportive services intervention

Service	Utilization: No intervention	Utilization: Intervention	Cost
Hospitalization days	11.39 days	8.75 days	$2,714.44 per day
ER visits	3.84 visits	2.59 visits	$888.75 per visit
Number of arrests	0.26 arrests	0.21 arrests	$229.93 per arrest
Jail days	13.9 days	17.9 days	$84.51 per day
Substance Abuse treatment visits	7.9 visits	20.2 visits	$42.20 per visit
Mental Health clinic visits	2.2 visits	3.5 visits	$163.86 per visit
Face to face meetings	5.9 meetings	18.7 meetings	$20.13 per meeting
Telephone meetings	0.5 meetings	5.8 meetings	$20.13 per meeting
Temporary stable housing	$1,484 per person per year	$5,716 per person per year	*

Table 20 summarizes the costs and cost savings associated with a general model utilizing housing first and supportive services, such as case management. This multifaceted intervention has been seen to decrease high-intensity engagement with the whole system through decreased inpatient hospitalizations and emergency department utilization, fewer arrests, and fewer days in jail. This decreased engagement creates cost savings across the entire system. The supportive services part of the model also facilitates increased engagement with other parts of the system, such as increased utilization of substance use and mental health treatment services, and meetings with case managers. This increased engagement increases overall costs. In addition, the housing first part of the model has costs that are fixed per person. In Table 20, the cost of temporary stable housing without intervention includes only the costs associated with episodic use of emergency shelter or transitional housing beds by individuals. The cost of temporary stable housing for the housing first model includes these costs but also the cost associated with short-term stable housing, and it assumes that individuals engaged in the housing first with supportive services model will utilize both transitional and short-term stable housing options for longer than individuals who are not receiving any other services associated with a shelter or short-term bed. Thus the increased cost of housing in the housing first model as compared to the non-intervention model is due more to the increase in the number of days that an individual is housed rather than the cost of one day/night of housing.

Estimated cost impact by service type

Cost impacts from prevention interventions

We calculate cost savings as the difference in cost under an assumption that those deemed at high risk in both populations will eventually experience houselessness if they do not receive emergency financial assistance. We calculate the cost of houselessness by multiplying the population at risk by the annual cost per person. We calculate the cost of emergency financial assistance by multiplying the population at risk by the $2,000 cost of the assistance. The cost difference is the cost of prevention minus the cost of houselessness, with a negative difference indicating cost savings. Table 21 shows the estimated cost savings of prevention activities for the doubled-up population and for people experiencing poverty.

Table 21. Cost savings from emergency rental assistance for high-risk individuals

Population	Estimate	Cost of houselessness	Cost of prevention intervention	Cost difference
Doubled-up	**Literature**	$3,344,332	$188,000	$(3,156,332)
	Medium	$1,672,166	$94,000	$(1,578,166)
	Low	$836,083	$47,000	$(789,083)
Poverty	**Literature**	$26,196,103	$1,472,601	$(24,723,502)
	Medium	$16,372,564	$920,376	$(15,452,188)
	Low	$6,549,026	$368,150	$(6,180,875)

Cost impacts of housing first with case management and supportive services

Table 22 shows total cost estimates for each type of service under four scenarios: the cost of no intervention, and the cost of intervention for 25%, 50%, and 75% of the eligible population.

We first estimate the total cost of each of the services if there were no intervention by multiplying the total population experiencing unsheltered houselessness by the estimate of services with no intervention and their unit costs, which is the mean annual total cost for each service.

We then estimate total costs of each of the services if the intervention were implemented, under the three different scenarios (25%, 50%, 75%) of population reached. We calculate the cost for the intervention population by multiplying the total population of people who are unhoused by the percent of the population reached, we then multiply this number by the estimated percentage reduction in houselessness of the intervention to get the final population that the intervention is effective for. We then multiply this value by the estimates of services with intervention and their unit costs. We then add the costs of the population that the intervention did not reach to get the total cost impact of the intervention by each reach scenario. For example, under the 25% reached scenario, 25% of the population is reached with an effectiveness percent of 25%. The other 75% of the population that is not reached then has costs as if there were not an intervention. This is then representative of the total costs when added all together.

The cost change is presented for each scenario, which is simply the difference in costs between the intervention group of each scenario and the no intervention group. A negative value represents cost savings, with the totals in parentheses. Total cost savings for each scenario are presented in the last row of Table 22.

Table 22. Estimated cost impacts of housing first with case management and supportive services

	Total mean annualized cost			
		With intervention		
Service	No intervention	25% of people reached	50% of people reached	75% of people reached
Hospitalization days	$42,047,791	$41,438,670	$40,829,550	$40,220,429
ER visits	$4,641,399	$4,546,969	$4,452,540	$4,358,110
Number of arrests	$81,303	$80,326	$79,349	$78,371
Jail days	$1,597,501	$1,626,233	$1,654,965	$1,683,697
Substance use treatment visits	$453,389	$497,509	$541,628	$585,747
Mental health clinic visits	$490,267	$508,374	$526,480	$544,587
Face to face meetings	$161,498	$183,396	$205,294	$227,192
Telephone meetings	$13,686	$22,753	$31,821	$40,888
Housing	$2,018,267	$2,377,988	$2,737,709	$3,097,429

	Cost change		
Service	25% of people reached	50% of people reached	75% of people reached
Hospitalization days	$(609,121)	$(1,218,242)	$(1,827,362)
ER visits	$(94,430)	$(188,859)	$(283,289)
Number of arrests	$(977)	$(1,954)	$(2,932)
Jail days	$28,732	$57,464	$86,196
Substance use treatment visits	$44,119	$88,239	$132,358
Mental health clinic visits	$18,106	$36,213	$54,319
Face to face meetings	$21,898	$43,796	$65,694
Telephone meetings	$9,067	$18,134	$27,201
Housing	$359,721	$719,441	$1,079,162
TOTALS	$(222,884)	$(445,768)	$(668,652)

Section summary

Each scenario presented in Table 22 represents cost savings, which increase linearly as the population reached by the intervention increases. There are some limitations which are important to note here when considering these estimates. First, these estimates represent a point in time. They do not consider potential increasing returns to a housing first intervention, which may have decreasing marginal costs over time. If the program is effectively implemented alongside other interventions, the population experiencing houselessness is likely to decline, meaning per capita returns on investment are likely to increase. Second, this analysis considers specific costs of services, which are variable. A housing first intervention with case management and supportive services will also have fixed costs in the implementation phase, which are not included here because those will specifically depend on the implementation strategy of the potential intervention plan chosen.

Key takeaways:

- **Investing in prevention efforts always yields cost savings, with much larger savings associated with helping households experiencing poverty remain housed.**
- **The largest cost savings from investments in supportive services come from declines in hospitalizations and their associated costs.**
- **The largest cost increase of a housing first program is through housing costs.**
- **There is potential for additional social benefits associated with housing first that were not included in this assessment but may impact costs over time.**

Barriers and Challenges in Unhoused Care System Function in Mesa County

In addition to capacity and demand across the housing continuum and supportive services to aid PEH in finding stability, there are a set of key and essential system components that have been identified as vital for communities to be able to effectively address the challenge of houselessness within their communities. The essential components examined in this needs assessment included resources, processes, and education (Table 23).

Each element of the system was examined and explored in interviews with study participants, a full list of which can be found in Appendix A. Nested within each of these categories of resources, processes, and education are specific sub-themes that highlight the identified challenges, barriers, and current areas in need of improvement within the unhoused continuum of care in Mesa County and Grand Junction.

Table 23. Barriers and challenges: key themes and subthemes

Resources	Processes	Education
Housing affordability	Referrals, data collection, and coordination	Lack of awareness of services
Limited staff and service capacity	Service navigation and paperwork	Lack of community support
Limited funding	Service restrictions and availability	Stigma and public perception
	Rental requirements	

Resources

The theme of resources includes barriers related to housing affordability and the limited staffing and funding capacity of housing and supportive service agencies to be able to provide comprehensive services based on the demand they experience within their organizations.

Housing affordability

The most commonly mentioned barrier among lived experts in being able to secure housing was the current cost of housing in the area. Participants shared that housing costs have soared in recent years, and often there are no housing options available that they can afford on their income alone. Several of the participants interviewed were employed at the time of the interview; several were actively seeking employment; and many received disability income, supplemental security income (SSI), or other federal income support. Based on the income they receive and the current cost of housing in the area, participants felt that there is no realistic path forward for them to get into housing.

> *Wages aren't matchin' it really. I mean, you'd have to work one-and-a-half full-time jobs almost, or somethin' to even get into that. So, I, I don't know of any other options really at this point other than just kind of us waiting until maybe things shift, or I don't know what's gonna happen. —Lived expert*

Lived experts consistently shared that housing costs are beyond the reach of PEH, despite many of them having a source of income. The current housing market has left many participants feeling hopeless at the prospect of securing housing without some kind of financial assistance or support program. For many participants, the fundamental barrier to being able to exit houselessness and reach stability in their lives is the current cost of housing in the Grand Junction area.

Key informants echoed this barrier, as the overall lack of affordable housing inventory in the Grand Junction area, specifically for lower income households and households with Section 8 Housing Choice vouchers, makes it difficult to assist clients in exiting houselessness. Every key informant participating in the assessment described the recent rise in housing costs and limited availability of existing affordable units as a barrier in both preventing households from losing their housing and supporting PEH to secure housing, ultimately exacerbating the incidence of houselessness in the area.

> *We see far more pain for people who are at the lowest incomes, who are now struggling to just make ends meet, and then many of them just can't. And then, that pushes them into…situational homelessness. And, it's a pretty desperate feeling. Our clients are coming to us really scared and we have nothing for them. I mean, almost nothing. It's really a bad situation. -- Key informant*

Another service provider who works with families with young children, similarly described the current housing market as causing "a level of desperation" among their clients and service providers themselves. As they shared, clients come to them saying, *"Oh, okay. Now I'm unhoused. What can you do for me?"* to which the provider responds, *"I can refer you to community resources. We can help with some very, very basic needs, but we don't have housing."*

Limited staff and service capacity

A common challenge noted among service providers was the high demand for services and the limited capacity to meet the demand, particularly relating to agency staffing. Agencies struggle to secure operational funding, making it difficult to offer competitive staff wages and expand their number of staff. Several key informants noted a high demand for their services, often pushing the limits of their staff and overall service capacity: *"So the demand is high, the ability to meet the needs is struggling."*

While some service providers operating in the Grand Junction area for many years shared that *"demand has always exceeded supply significantly,"* most participants described a net increase in the demand for their services in recent years. Additionally, the overall number of agencies serving PEH in the community has increased, suggesting a growing need among area residents. As one city representative shared, *"I don't see a major shift happening here except that we have more people who are in need."*

> *I mean, we serve 20,000 people a year, so the demand is high. All of our housing is full, all the time. Some of the only reasons why we would have to modulate availability to housing is staff to support it in our staff-supported environments, because staffing is hugely difficult." -- Key informant*

Limited staff and a reliance on volunteers were often the norm among the service providers represented in the assessment. Despite considerable volunteer support, the sheer demand for services that many providers are currently experiencing continues to spread their staff and volunteers thin.

While wages and operational funding play a significant part in the staffing equation, serving PEH and unstably housed individuals can be mentally and emotionally challenging. Therefore, it requires a particular skillset and disposition that can be difficult to recruit. As one provider shared, *"We don't have enough people who can listen and work through problems with people, and you don't have to have fancy degrees to do that. You have to care and walk beside somebody."*

Overall, in the context of growing demand for services, staffing is a major consideration and challenge in looking to expand existing or develop new services and supportive housing models. Indeed, a participant representing Mesa County underscored that "*any housing we stand up"* to support PEH is *"going to require a lot of workforce,"* and that housing infrastructure alone will not sufficiently address houselessness.

Limited funding

The majority of supportive services available to PEH and unstably housed residents in the Grand Junction

area are non-profit entities or faith-based groups that primarily rely on grant funds to support their operations and programs. As several key informants shared, relying on grant funding to both sustain and expand services for PEH is often limiting for agencies for several reasons: Applying for grants and meeting reporting requirements once a grant is awarded is time-consuming and often cumbersome; grants are often project-oriented and limited in the types of funding they will provide; and as a result of the types of grant funding available, agencies find themselves competing with other Grand Junction area agencies for the same pot of funds. Taken together, challenges related to agency funding limit the ability for collective and sustained impact and likely discourage agencies from expanding existing or adding new services to meet the growing needs of the community.

As one non-profit administrator noted, while there are improvements within the control of agencies when it comes to strengthening services for PEH, funder support for unrestricted funding is not one of them: *"We have the talent, we can find the talent, we can collaborate better. We can communicate more with [the City]. That's all within our control, and we should hold ourselves accountable for doing all of that. What is not in our control right now is unrestricted revenue."*

> *"We actually know what the problem is. Funders are getting more narrow on what they fund. Funders are not wanting to fund general services... Like one example, we have one program that has 10 different funders. The program is small, and every single one of them wants to fund something different within that program, and so you have ... It's almost not worth it, to provide the service. – Key informant*

Collectively, limitations due to grant funding create competition among agencies serving PEH. Several key informants expressed frustration relating to the competitive environment around grand funding and felt that the existing funding landscape serves as a significant barrier to the community's ability to come together and effectively make progress toward common goals. As one service provider noted:

> *We have over 40, 50 services here, and they're all fighting for the same funding. And so, we did [apply for] all that funding with the city. And we have so many programs ourselves, and we're dying here. And we're watching all these other places get 50, $100,000 sent to them. And it's like, "Well, wait a minute, but all of them call us." So, we need some kind of safety net. And if you're not going to give [the grant] to us, we don't freaking care--we want to make sure that gap is filled and then we relax, we can go move on to the next thing. – Key informant*

One participant suggested that there may be a role for local government in helping to address these funding-related barriers and building a better path to collective impact: *"But I think that's where the city or even the county can be more center focused with getting the end result done versus how they get there."*

At the same time, city staff pointed out that Grand Junction and Mesa County serve as a regional hub of services for many of the rural communities within Colorado's Western Slope, often spreading thin the available funding resources allocated through the state. Given this broader funding context and the challenges described by service providers, it may be necessary for the city and county to leverage support from surrounding communities to advocate for additional funding support for the region.

As participants shared, the current funding landscape presents considerable barriers to the type of work local agencies are able to do and the ways in which they are able to support their operations and staff. Participants expressed a desire to move away from a funding model that results in individual agencies competing with one another and toward a collaborative one driven by community needs.

Processes

Processes are the organizational and intraorganizational infrastructure required to support a collaborative and shared engagement with both efficiently providing services to those who are unhoused and linking individuals to successful outcomes.

Referrals, data collection, and coordination

In addition to providing a standardized process for assessing and prioritizing individuals for appropriate housing and services, the BNL specifically and coordinated entry in general provide a platform through which service providers can actively coordinate with one another to efficiently connect individuals with needed services while avoiding unnecessary duplication of services. Further, an ideal coordinated entry system promotes transparency and collaboration among various organizations, agencies, and service providers involved in houselessness response through a system of shared data collection.

The Grand Junction area's BNL was implemented relatively recently, and as with any BNL and coordinated entry system, full and consistent participation in the BNL requires time and continuous engagement of service providers. As it stands, the Grand Junction area BNL currently lacks comprehensive and consistent data to fully understand the characteristics and needs of the unhoused population in the area. Improving the scope of the BNL and enhancing the coordinated entry system is critical to providing more efficient and effective services to individuals experiencing houselessness and ensuring that the experience of houselessness is rare and brief.

Managing BNL data presents several data quality issues due to the complex nature of houselessness and the challenges associated with data collection in this context. In the Grand Junction area, barriers to data quality include underreporting and data fragmentation, lack of standardization, duplication of records, data integration challenges (i.e., aggregating across various sources, such as shelters, housing programs, and social services, can be challenging due to differences in data formats, systems, and data-sharing protocols), and data biases (i.e., data does not accurately represent the diversity of the population, certain demographics may be overrepresented or underrepresented due to sampling biases or data collection methodologies). These limitations underscore the need for improved data collection processes; better integration of technology; and increased collaboration among service providers, key stakeholders, and policymakers to develop more accurate and timely information sharing.

According to one key informant, the BNL *"is not a functional system. That is not a true by-name list."* This participant reflected that due to the inconsistencies in data collection and coordination across providers, the current BNL cannot be relied upon to accurately understand the Grand Junction area's unhoused population and the extent to which services are being provided.

Tools for prioritization

Currently, the prioritization tool being used in Grand Junction to determine the level of vulnerability of each unhoused individual engaging in services is the Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT). This is an assessment tool used to measure the vulnerability and service needs of PEH (there are three versions of the VI-SPDAT: individual, youth, and family). It is designed to help prioritize individuals for housing and supportive services based on their level of vulnerability. Although the VI-SPDAT has been widely used throughout the U.S. and has contributed to houselessness response efforts in various communities, there are criticisms and concerns about its validity and effectiveness. The VI-SPDAT seeks to measure complex and multifaceted issues related to an individual's vulnerability, such as mental health, substance use, and physical health, and critics argue that attempting to simplify these complexities into a single score may not accurately capture the full scope of a person's needs.

The VI-SPDAT primarily relies on quantitative data, such as the number of emergency room visits or the number of times a person has experienced houselessness. This approach might not fully account for qualitative factors and individual experiences that contribute to vulnerability. Another concern is that assigning scores based on vulnerability could inadvertently stigmatize individuals and lead to labeling that defines them solely by their challenges rather than their potential for growth and recovery. The VI-SPDAT likely fails to adequately consider cultural differences and unique life experiences that impact an individual's vulnerability. Further, it is not a holistic tool,

in that it does not fully encompass the combination of structural, economic, social, and personal factors that result an individual's experience of houselessness. Critics additionally argue that the VI-SPDAT focuses on immediate needs and vulnerabilities without necessarily addressing the underlying causes of houselessness, such as the social determinants of health, which may lead to individuals cycling in and out of houselessness. The VI-SPDAT has been shown to prioritize white people over BIPOC, and this may be particularly true for white females.[17] However, it is important to note that other prioritization tools share similar qualities with the VI-SPDAT, and most tools lack supporting evidence for reliability and validity.

Using a tool to determine who receives services and housing can further raise ethical concerns, as it may involve making difficult decisions about who is more deserving of assistance. And there may be inconsistencies in how the VI-SPDAT is administered and interpreted across different service providers, leading to variations in prioritization and resource allocation. The creators of the VI-SPDAT have endorsed retiring the tool, noting that it was not designed to be utilized in its current capacity (including the current 3.0 versions). HUD does not endorse any specific assessment tool or approach, but there are universal qualities that any tool or criteria used for coordinated entry process should include. A full list of available prioritization tools and details about reliability and validity is included in the appendix.

Best practice for coordinated entry systems is to shift towards more individualized, qualitative approaches to assessment and service prioritization. In recent years, efforts have been made to refine and improve assessment tools to better capture the complexity of houselessness and the needs of those experiencing it. Within the context of the BNL, there appears to be limited utilization of VI-SPDAT, and it is worth understanding how organizations do or do not prioritize access to services.

While the coordinated entry system and BNL have been active in Grand Junction for about four years, it was noted by multiple key informants that data sharing is still siloed and needs improvement. Another key informant discussed the limitations of the current system of data collection and the case conferencing meetings that occur between service providers in which they discuss individuals on the BNL and determine what services are available:

> *…but [we] really haven't figured out a good coordinated entry system. And so that's definitely an area that we are... It allows for a little bit more cherry-picking. I think there's only a certain amount of people in certain organizations that really participate in that well. And then I always have concern that all of the different options for housing aren't always represented when those meetings are happening. –Key informant*

Additionally, participants touched on a dissonance between service providers regarding how data will be governed: *"With this lack of agreement on how we track information, what information we track, the fact that we have to collect something, that we should be sharing it. As long as everybody thinks that they can do it, that their way is the best way and they can do it differently and better, we're not going to advance."*

Another challenge of incomplete and inconsistent data collection and sharing is the inability to fully capture the demographics, current needs, and future service needs within the community's unhoused population. One service provider discussed how the gaps in data lead to a lack of understanding of the characteristics of PEH:

> *Interviewer: Do you think that houselessness, or housing instability, is impacting different populations or certain populations differently?*

[17] Cronley, C. "Invisible intersectionality in measuring vulnerability among individuals experiencing homelessness – critically appraising the VI-SPDAT." (Journal of Social Distress and Homelessness, 2022). https://www.tandfonline.com/doi/full/10.1080/10530789.2020.1852502

Key Informant: I would assume so. Without data, I don't know. It's all anecdotal. That's the problem, is we hear from […] that they have X number of homeless [...], but I don't know where they are. I don't know what their impact is. Are they homeless and couch-surfing? Are they homeless and living in a car? Are they homeless in our streets? I just don't know the answer to that to know how that impacts them.

Participants discussed the need for stronger partnerships and collaboration among service providers, including shelters, housing agencies, mental health services, and substance use treatment centers. They noted that partners should establish clearer referral pathways within coordinated entry, ensuring that individuals are more seamlessly connected to the appropriate services, reduce duplication of services and individual data entries, and lower the burden of intake/entry for the individual who is unhoused. The following sections provides feedback on the challenges of accessing services from the perspectives of lived experts.

Service navigation and paperwork

A challenge in accessing needed services that was frequently noted by lived experts was navigating all the different services available and the paperwork and documentation that are often required in order to receive services. Knowing what resources are available and to whom and completing the necessary paperwork for each can be confusing and overwhelming for PEH seeking services. Several lived experts described the frustration of going from provider to provider, continually having to complete forms, only to wait for services.

> *I had to really stop and realize that I'm not the only person that needs all these services. And there is a lot of people out there, and [it] isn't like you can show up, fill out your paperwork and get [the resource] immediately. The immediate gratification was never there, and it was very frustrating…Sometimes you filled out a form and then you'd go to the place they told you to go, and they'd say, "We never got the form," and you'd have to go back out. It just seemed a lot of back and forth and a lack of communication. – Lived expert*

One woman who uses a wheelchair and is on disability joked about needing a secretary to help with all the paperwork and appointments needed to access services, including getting on the waitlist for a housing voucher. While a few of the participants interviewed had case managers supporting them with service navigation, whether through Veterans Affairs, Mind Springs, or another provider, most did not have a case manager or someone designated to support them in meeting their specific housing-related needs.

In addition to the sheer amount and frequency of paperwork that PEH are often required to complete, many services and assistance programs, particularly those tied to federal funding sources, require personal identification and documentation that many PEH have lost or had stolen while experiencing houselessness. Not having an ID or other proper documentation can be a significant barrier for PEH in both accessing supportive services or housing and in seeking employment. One participant, an 18-year-old, living in short-term housing for teens through Karis explained that he is unable to get a job because his wallet containing his ID and social security card were stolen, making it extremely difficult for him to exit houselessness.

Other participants noted the irony that comes with seeking housing and housing-related services without a current address, as one previously unhoused participant explained:

It's just kinda, it, it's hard to find the information for one, and gettin' through the application process and stuff. And it's like how are you supposed to receive a section eight letter saying that you're on the waiting list and you're ready if you don't have like a physical address that you're at, or you know, I think those things need to be thought of a little bit better. – Lived expert

While there are services in the Grand Junction area that allow PEH to receive mail, not having reliable

access to mail or a phone can make the process of getting needed services difficult. Often, the path to accessing supportive services, and housing in particular, is complex and onerous for PEH, adding to the existing challenges they face while experiencing houselessness.

Service restrictions and availability

When reflecting on supportive services available to PEH, lived experts commonly expressed that the restrictions and limited availability of particular services can often serve as a barrier to being able to meet their needs. For example, the emergency shelter options available in the area have strict rules regarding behavioral conduct. Similary, most services that provide for basic needs, such as meals and bathroom facilities, are only available during certain hours of the day.

For several lived expert participants, congregate shelter options that require clients to follow a strict set of rules are not a helpful option for them. Feeling as if shelter access comes at the expense of their autonomy, participants described using such shelter options as *"like going into jail."* Some participants also mentioned having mental health concerns that make congregate shelters feel unsafe or anxiety-inducing. A few participants also had been banned from particular services as a result of breaking the facility's rules and had no clear pathway for being able to access those services again. Multiple lived experts felt that they had been unfairly banned from services as a result of punitive rules and, as a result, the remaining shelter options available to them were severely limited.

Another common restriction that lived experts run up against is no pets. A significant number of participants mentioned having pets and not wanting to part with them as a reason they do not seek out shelter resources in the area or are unable to secure housing. One participant who is currently living out of their RV noted that having dogs has *"been a big barrier as far as getting into a place."* They went on to explain why keeping their dogs is so important to them: *"And you know, people say, "Well, why don't you get rid of the dogs?" Well, they're family."* For many participants, the trade-off of giving up their pets to be able to access particular services or resources is not worth it.

Several participants also shared that the operating hours for certain key services are limited and make it difficult to be able to fulfill their needs. For example, participants were grateful for the services offered by the Grand Valley Catholic Outreach Day Center but suggested that their operating hours are too limited, especially for people staying on the other end of town. Similarly, several participants expressed frustration that there are so few spaces available for them to go during the middle of the day, particularly during the heat waves of summer and cold snaps of winter.

A handful of participants also mentioned that, while they are currently unhoused and unable to afford housing, they often do not qualify for particular services because they make "too much money," including individuals with fixed incomes from disability or SSI. Under these circumstances, participants explained that services fail to consider the other bills that they have to pay in addition to monthly rent. One participant felt that the limits on income required of services amount to discrimination against PEH who are employed. As he explained, *"It is a never-ending cycle, and I just wish something could be done to where people, just because you have full-time employment doesn't mean you should be discriminated on because you made too much money."*

While participants were often understanding of why services have particular rules in place and cannot be open at all hours of the day, the restrictions on services and their limited availability pose challenges for PEH, who are often navigating diverse needs and circumstances.

Rental requirements

In addition to unaffordable housing costs, another frequently mentioned barrier shared by lived experts were the fees and qualifications required to be able to even get into a rental unit.

When it comes to rental applications, participants described having to pay an application fee for each unit, which adds up in such a competitive rental market. In addition to the application fee, many lived experts mentioned the barrier of credit and criminal background checks that are typically part of the rental appli-

cation process. A young single mom currently staying at Pathways Family Shelter shared that, while she does not have a bad credit score, her score is still not considered good enough to be accepted for a rental. She described the requirements of rental applicants as being unrealistic for and unsupportive of single parents such herself.

> *I didn't have bad credit or nothing, but I didn't have good, like good credit. I wasn't, like the best applicant, you know what I mean?...So I never get picked for an apartment. And, and 'cause I can only work…it's a single parent income and most of the places want three times over the rent or whatever… And requirements…that are not realistic for single moms at all.*

Another young mother described the same experience where her application was denied due to a low credit score: *"That's a real bummer that they look at that and go, 'Okay, well nope, your rental credit score isn't good enough.' So, and so it's like so what do I do? …I literally don't know."* Many participants suggested that there are no housing options available to households with low credit scores or "anyone who has any sort of a criminal past or felony record" and felt that they have no realistic chance of securing a house or apartment.

Many participants also mentioned that, if one manages to make it through the application hoops and is accepted, property managers or landlords typically require first and last month's rent as a deposit. Even in instances where individuals can manage to afford the monthly rent, having to pay the deposit on top of rent is often well beyond their budget. One participant who is currently unhoused, employed, and has part-time custody of his kids explained how the upfront costs of a rental are so enormous that he cannot afford to get into housing while also continuing to pay his bills:

> *Even if I can get a place that goes off my income, I'm cool with that, but I can't even get into a place because they want the first month, the last month, the deposit. I can't afford any of that upfront. It may take me a year or two just to save up all the money to do it. Then I'm constantly broke because I'm homeless, and I don't qualify for food stamps. So, I'm constantly throwing out money to buy food and gas and spend money on my kids when I have my kids. –Lived expert*

Most participants shared negative and frustrating experiences trying to apply for and secure market-rate rental housing. In general, they described market-rate rentals in the Grand Junction area as not being an available option to them, both due to the cost and the restrictive application requirements. Without a feasible chance of getting into a market-rate rental, participants described feeling hopeless and stuck.

Education

The topic of education with regard to barriers and challenges within the unhoused care system included lack of awareness among potential utilizers of services as well as a lack understanding among community members of the realities of the experience of houselessness.

Lack of awareness of services

A challenge mentioned by a few key informants in being able to address houselessness is a lack of awareness among PEH and unstably housed residents in the Grand Junction area about the services available to them. Further, efforts to increase awareness through outreach requires considerable time, resources, and capacity that are often limited within agencies. A lack of awareness of their services was most commonly mentioned by agencies in the context of services that seek to prevent houselessness, such as financial literacy courses, legal services, and support with applications for federal assistance programs.

One key informant speculated that there is a greater need for their services within the community than their current client base suggests because PEH and unstably housed residents are not always aware of their services. As they explained, *"I think that there's probably a much greater need and that folks don't find out that we exist."* Another participant shared a similar observation, positing the following questions: *"How many houseless people in Mesa County know we provide free medical care? I don't know the answer to that. How many know that they can take a shower, and sleep at [facility name]? How many know that there are counseling and rehabilitative services here? A lot don't know that, I'm sure*."

Without the awareness for their services among those in need, the ability of providers to support PEH and individuals at risk of losing their housing is limited. While participants felt the solution is clear—more street outreach—they also shared that *"outreach is definitely hard."*

As participants noted, a lack of awareness of services points to a broader gap in street outreach among services providers in the Grand Junction area, further discussed in the supportive service section of the report. Several participants felt that, while many services see a high demand, certain programs are likely underutilized and could be offering more support to PEH and unstably housed members of the community if there was stronger outreach and, as a result, greater awareness about them.

> *I think [outreach] is very important. I think that it takes time. It definitely takes a lot of resources and a lot of capacity to do that... On top of it being heartbreaking and just extremely frustrating. It's very consuming. I think that having every organization do outreach is super important… it's so incredibly crucial to do that, but it just takes a lot of time to build that relationship and that trust. –Key informant*

Lack of community support

Another major barrier noted by key informants in the effort to serve PEH and meaningfully address houselessness is a lack of understanding and compassion and, therefore, a lack of support among the broader Grand Junction area community. Participants described frequently encountering harmful myths and misinformation being used to characterize houselessness and PEH in the area and the ways in which these sentiments impact their work. As one service provider described:

> *It's not what people think, and I think there's a misconception. And then, once those urban legends spread out within the community, it's very hard to get the community behind these decisions that the city and the counties are trying to make. Because they're not educated, and education is huge… "Can't they just go get a job?" Well, they can't, because they have no ID, they have no social security card. It's been stolen. They would love to, but there's a process there. –Service provider*

As this participant shared, stereotypes and "urban legends" regarding PEH lead to challenges building the momentum and support needed to move new policies and initiatives forward aimed at addressing houselessness at the community scale. One of the most pervasive and insidious stereotypes that participants discussed as a challenge to their work is the idea that most PEH are willfully unhoused and are not interested in seeking employment and following the societal rules required to maintain housing.

As a result of this common mischaracterization of PEH among members of the general public, participants described running up against an effort to superficially minimize the visibility of houselessness rather than substantively address it, what one participant called the *"out of sight, out of mind mentality."* Another service provider expressed, *"my concern is really that it's working hard to address the appearance of the problem rather than actually addressing the problem."*

In general, participants described public perception of houselessness and PEH as playing a significant role in what the community is and is not able to do with regard to addressing houselessness. Most key informants described a prevalence of negative and misinformed stereotypes about PEH as having a considerable negative impact on the work of service providers and of the community as a whole in being able to effectively move the needle on houselessness despite its growing urgency.

> *We have not encountered any clients who are homeless or facing homelessness who are doing that by choice. —Key informant*

Stigma and public perception

Negative public perception of houselessness was also discussed as a barrier by lived experts, who regularly face stigma and animosity from members of the general public and businesses, including potential employers. Participants shared that their interactions with members of the broader Grand Junction community can often be dehumanizing. Several lived experts felt that there is a common sentiment of hatred for PEH among members of the public. As one participant living on the streets shared, the *"blatant disrespect"* he and fellow PEH receive from the public *"is something I've never seen before in my life,"* and it is perhaps the worst part about being unhoused.

Similarly, another participant staying at the HomewardBound shelter described feeling like *"there's a lot of people that look down on the homeless as just evil"* and undeserving of resources and support. This participant went on to share, *"a lot of the homeless population, they have mental issues. I am one of them. I'm not going to keep that back. And that could possibly be a reason that they're unable to have sustained housing."*

The lack of understanding and compassion from members of the public was also discussed in the context of seeking employment. Several participants explained that they want a job and are actively seeking employment but living on the streets and the limited access to bathrooms, showers, and transportation result in employers not willing to hire them. As one young woman explained, *"No job will take a homeless girl, especially when I can't take a shower every day."* As a result, she has resorted to begging for change from passersby, many of whom make offensive gestures or yell at her rather than give her money.

Based on the stigma they face, several lived experts wished to express to city and county leadership that many of the prevalent stereotypes circulating in the community regarding PEH are inaccurate and harmful, and it is essential to hold up the voices of PEH and find opportunities to educate the public about the realities of being unhoused. Participants shared messages along the lines of *"the main push should be toward public education and advocacy, building compassion."* By taking the time to understand what PEH experience and learning their stories, lived experts felt that the community can more readily come together and identify meaningful solutions to address houselessness.

United to Solve Homelessness

As part of its implementation of the City of Grand Junction's 13th Housing Strategy, the City Housing Division, in collaboration with United Way of Mesa County and service providers, launched the United to Solve Homelessness Campaign with a specific focus on increasing awareness of the experience of houselessness and reducing stigma toward PEH. Through the program, the city and partners have hosted poverty immersion experiences, led classes, and spoken at a variety of community events.

Additional barriers or challenges

While mentioned with less frequency across the key informant participant group, some other notable barriers or challenges mentioned by key informants included landlords who are uninterested or unwilling to support lower income households or PEH, changes within the population of PEH, and a lack of trust in and among providers.

Multiple participants mentioned that, while their agency has working relationships with some landlords and property managers, there are many landlords in the community who are primarily concerned with increasing their profits and are not interested in working with providers or their clients to help make rentals more accessible to PEH and lower income households.

Another participant noted that some PEH in the community do not trust services and their staff to support them in meeting their particular needs. As they shared, PEH have unique needs and a one-size-fits-all approach often leads to frustration and mistrust:

> *There's a lot of mistrust for being in housing. I've heard that tons, especially amongst veterans.*

They don't want to use services in the community, because they aren't trusting of those services. Homeless shelters can be dangerous. There're people who are trying super hard to be sober, and so being amongst programs oftentimes puts them in contact with people who are not sober, and so they don't want that, so they try to isolate themselves in the community, unhoused, so there's a lot of that. We hear that often. –Key informant

Another participant shared that, while service providers in the Grand Junction area often communicate with one another, there is sometimes a lack of authentic trust between providers that does not always allow space for providers to be vulnerable, take risks, or try new things. As this participant mentioned, providers often discuss the need for low barrier services for PEH, but they suggested there is also a need for *"low barriers for providers to provide service,"* meaning there is a need to create the space, resources, and flexibility for providers to explore different ways of doing things without the fear of failure or judgment from other providers or agencies.

Section summary

In addition to gaps and areas for improvement within housing and supportive service types for PEH, service providers face barriers and challenges in being able to effectively provide services, while PEH face barriers in being able to access those services. Key informant and lived expert perspectives provide valuable insight into understanding these barriers and challenges and the ways in which they intersect or compound with one another. Looking at the themes of resources, processes, and education, there are several notable system limitations within the continuum of care impacting the community's ability to effectively prevent and respond to houselessness.

Key takeaways:

- **The cost of housing in the Grand Junction area poses considerable challenges to service providers addressing the needs of PEH while inhibiting the ability of PEH to exit houselessness.**
- **Service providers described a funding environment that is competitive and limiting, challenging their ability to recruit qualified staff and effectively meet the demand for their services.**
- **PEH would likely benefit from more support with navigating and accessing existing services and stronger coordination among providers.**
- **Participants discussed the impact of stigma and negative public perceptions on PEH themselves and service providers, suggesting a need for improved, PEH-centered communication and outreach to the public.**

Engagement with Law Enforcement and First Responders in Mesa County

There are occasions where those who are experiencing houselessness engage with first responders and/or law enforcement. Often, these incidences increase when there is insufficient housing and supportive services within a community to effectively prevent and respond to houselessness. The nature of these engagements with first responders and law enforcement is important to examine and understand, as the goal of an effective continuum of care is to limit unnecessary engagements with first responders and law enforcement. Limiting these interactions can also result in considerable cost savings. It is important to note, however, that some level of engagement between law enforcement or first responders and PEH remains necessary, such as in response to a medical emergency.

This section of the report provides a summary of activities being undertaken in the county and city by both first responders and law enforcement to offer diversion strategies and improve the efficacy of the contacts between first responders and PEH. In addition, we provide summary information on engagements over time with both first responders and law enforcement.

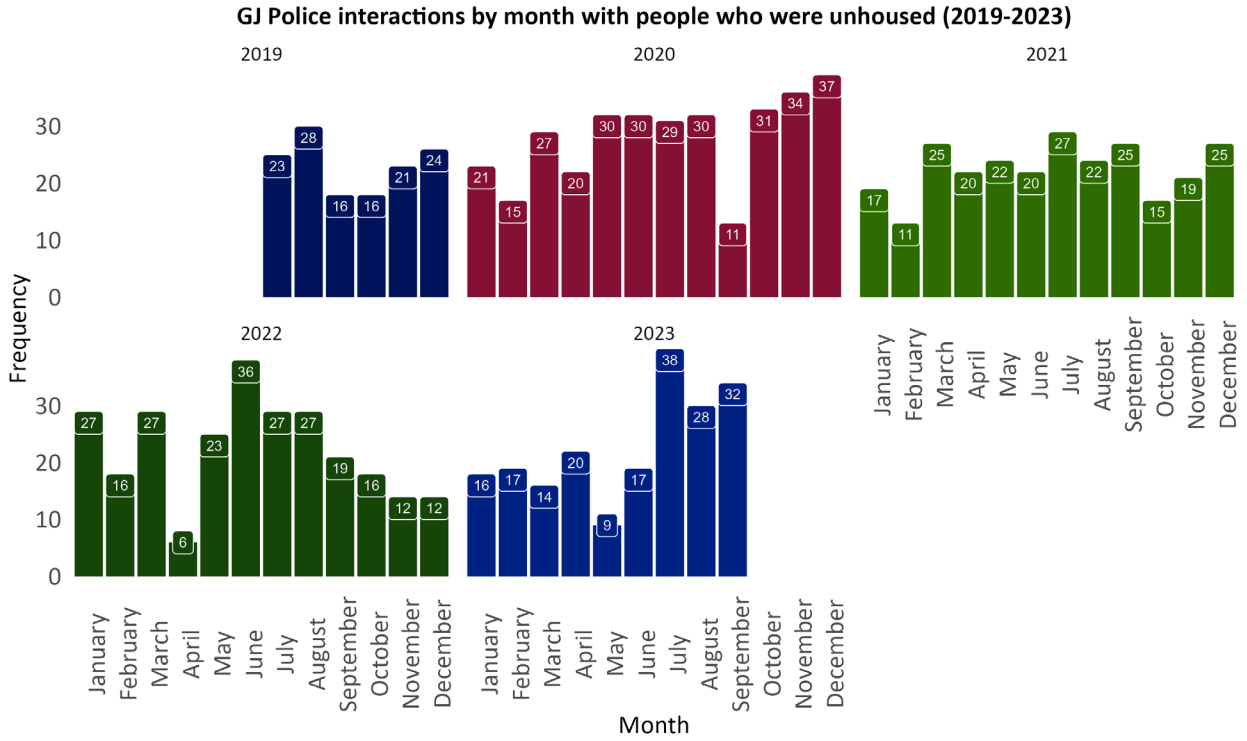
Law enforcement

Law enforcement's approach to working with people experiencing houselessness can vary widely depending on local policies, community resources, and the overall philosophy of law enforcement agencies. The relationship between law enforcement and individuals experiencing houselessness can be complex and nuanced, as it involves a balance between ensuring public safety, addressing quality of life concerns, and showing empathy towards vulnerable individuals.

> *"Really our role is we have the community care-taking function but also preventing crime and disorder… And really the vision is to be a voice at the table, to have the ability to work with the service providers, the ability to work with folks in the unhoused community and build relationships and try to help folks. Really, that's the bottom line is to try to help people and to try to help people out of that situation. —Key informant*

Figure 28 shows total monthly encounters that the Grand Junction Police Department (GJPD) report with PEH between July 2019 and September 2023. On average, GJPD has 22 interactions with PEH a month, and there is not a seasonal trend for these encounters. Approximately 73% of encounters were with males. Just under 11% of these encounters included offender alcohol use, and 14% included offender drug use. Trespass was the most common incident type (18%), followed by assault (9.6%), arrest warrant (9.1%), drug violations (8%), and theft (7.3%). The most common case subject type was arrestee (51.6%), followed by subject (16.8%), victim (15.7%), and suspect (12%).

Figure 28. Grand Junction Police Department encounters with people who are unhoused: 2019 - 2023



The City of Grand Junction recently implemented a specialized unit of officers trained in crisis intervention and community outreach known as the Community Resource Unit (CRU). Community Resource Officers (CRO) in the context of houselessness are law enforcement officers who are specially trained and assigned to work directly with PEH. The primary role of a CRO is to bridge the gap between law enforcement and the unhoused population by focusing on outreach, engagement, and connecting individuals with needed supportive services. CROs proactively engage with PEH to establish rapport, offer support, and connect them with available services, such as shelters, healthcare, food, and mental health resources.

While data specifically capturing CRO interactions with PEH were not available for this assessment, interview participants, including both key informants and lived experts, expressed that the program has been a meaningful development in strengthening rapport between law enforcement and PEH and supporting PEH in accessing needing resources and services.

> *"I usually don't have such nice things to say about the police, but I will say they, [the CROs] have definitely...gone above and beyond to, to help when they can." –Lived Expert*

However, one key informant expressed that the resources and ability to recruit new CROs has been challenging. With the CRU's limited capacity, they described how other law enforcement officers are often drawn into non-emergency interactions with PEH, limiting the police department's ability to engage in other activities such as crime prevention and community engagement.

With a limited number of active CROs, lived experts living outside explained that their interactions with law enforcement are often with officers outside of the CRU programs and tend to be negative. Most often, negative interactions between law enforcement and PEH were described as PEH receiving code violation tickets (e.g., for smoking in the park or littering), or continually being asked to vacate their belongings from a public area.

> *"A lot of times when they go to our camps, they try to get at us for littering too. And most of the times, it's not even trash, it's just our belongings and they go and try to say that we're trashing the place when it's just our belongings."—Lived Expert*

Ultimately, when it comes to engagement between law enforcement and PEH, the biggest challenge relates to limited resources and a lack of safe places for PEH to go. Both from the perspective of law enforcement and PEH, there are few or no places for PEH to go once they are asked to leave public property, which often results in a cycle of negative interactions.

Jail transitional supports

Jail transitional supports seek to assist individuals who are being released from jail or prison to successfully reintegrate into society and provide housing support, mental and behavioral health treatment, and social support networks.

In September 2022, Mesa County introduced multiagency collaboration (MAC), which aims to help people successfully transition out of incarceration and reintegrate into their community. MAC provides case management services and connects people to agencies that assist with employment, housing, transportation, basic needs, and access to mental health services or drug and alcohol treatment programs. Between September 2022 through August 2023, MAC served 291 individuals, of which 165 (57%) reported recently being unhoused.

Additionally, the Support Services Division within the Mesa County Sheriff's Office includes a Transition Coordination program where coordinators support inmates at the Mesa County Detention Facility to access needed services, build community supports, and develop positive relationships with law enforcement. Transition Coordination services include assistance acquiring ID's and other personal documents, connection to recovery and transitional housing programs, and transportation upon release.

The Freedom Institute provides Work and Gain Education and Employment Skills (WAGEES) services for prison parolees and for the county jail in Grand Junction. The WAGEES program is the only program in the Grand Junction area that accepts registered sex offenders. Additionally, the Freedom Institute has 60 transitional living beds, for individuals who are shifting out of prison or jail, and they are in the process of expanding their transitional bed capacity to 100.

First responders: Fire & EMS

Emergency Medical Services (EMS) and Fire play an essential role in responding to incidents with unhoused individuals and addressing their needs, especially in situations that involve medical emergencies, safety concerns, or other crisis incidents. While EMS and Fire's primary role is to address immediate medical and safety concerns, their interactions with PEH can also contribute to broader efforts to address houselessness through collaboration with social services and community organizations.

Unhoused individuals may face a variety of health challenges due to exposure, lack of access to regular healthcare, and living conditions. EMS and Fire also respond to situations involving mental health crises. In such cases, responders receive specialized training to handle these situations with empathy and de-escalation techniques, connecting individuals to appropriate mental health resources when necessary. Further, they address safety concerns for people experiencing homelessness, such as fires in makeshift encampments or other hazardous living conditions.

Optimally, EMS and fire work in collaboration with local government agencies, non-profit organizations, and social services to provide a more holistic response to incidents with PEH. However, key informants expressed that the number and type of resources available in the Grand Junction area significantly limit their ability to connect PEH with needed resources. As a result, participants expressed wanting to see more resources, particularly shelter beds and mental health services, available for them to refer and/or direct PEH to.

> *That's generally the cause of our response, medical response of course, is the lack of resources. People utilize 911 as the entry point to get into those systems. Come the colder months, we get tons of calls for people, houseless people, that are wanting a warm bed for a while. So, they get that at the ER...There's just such a lack of resources in the area and that spills over to the 911 system... [A need is:] temporary housing, for sure, such as shelters...So basically, we're stuck with*

[one emergency shelter], which is packed constantly...It's just not a very well-resourced area. –Key informant

Figures 29 and 30 provide month to month engagements by fire and EMS, respectively, with individuals who are identified as being unhoused at the time of response. Figure 31 provides detailed dispositions for those who were unhoused at the point of engagement by EMS and offers emergency department utilization among those who are unhoused, as tracked by the CRN.

Figure 29. Fire department encounters with people who are unhoused: 2022-2023

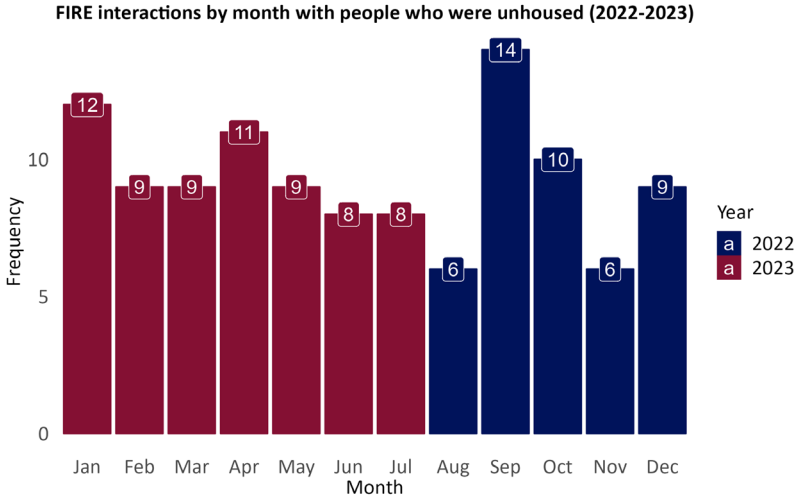


Figure 30. EMS engagements with people who are unhoused: 2022-2023

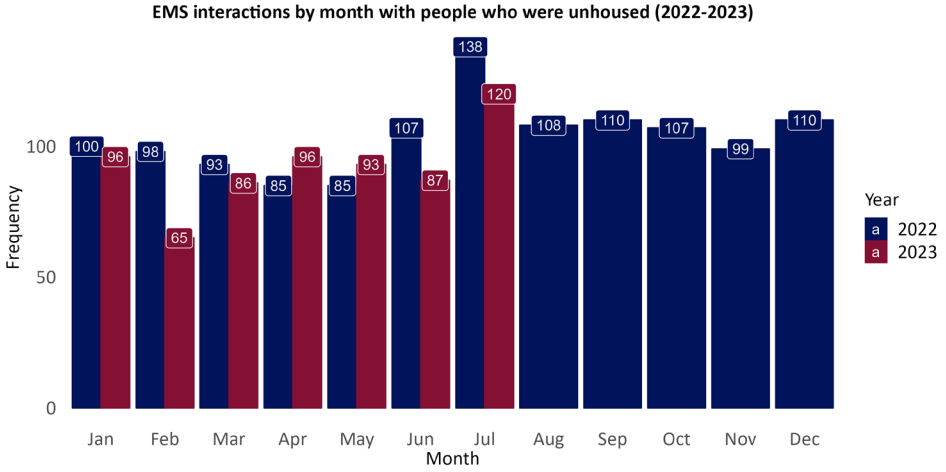
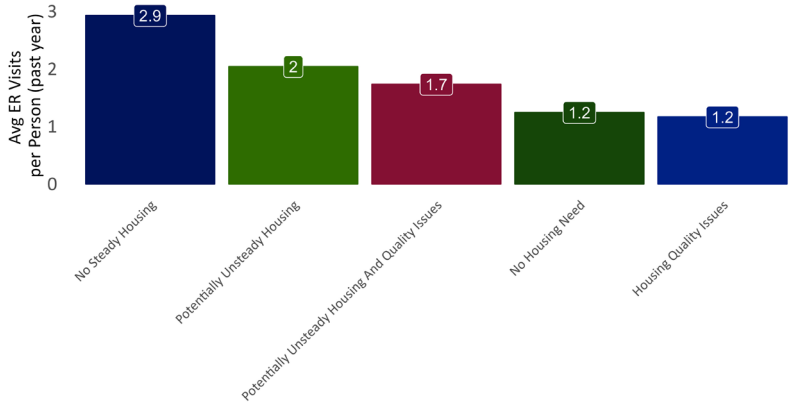


Figure 31. Emergency room visits by housing type in community resource network: 2019-2023



Across Fire, EMS, and CRN data, there appears to be consistent engagement with individuals who are unhoused within the past two years and a broad downward trend of unhoused individuals visiting the emergency room across each type of houselessness circumstance.

Section summary

First responders, law enforcement, and emergency personnel are a critical component of the unhoused continuum of care. However, when housing and supportive services are limited in their ability to prevent and respond to houselessness, demand for emergency services can often outpace capacity, leading to costly and inefficient outcomes. Understanding the number and types of encounters between medical and law enforcement services and PEH can help to pinpoint the key service gaps, barriers and challenges, and areas for improvement within the continuum of care to more effectively and efficiently provide PEH with the services they need to reach stability.

Key takeaways

- **The City of Grand Junction and Mesa County have developed new programs to improve the ways in which first responders and emergency personnel respond to encounters with PEH, including the Police Department's CRU and the MAC program.**
- **Emergency and first responders have had consistent and significant engagement with PEH over the last two years, however, emergency room visits by PEH have declined.**
- **Participants attributed many of negative interactions between law enforcement and PEH to the lack of appropriate places for PEH to go when asked to vacate public or private property.**

Recommendations for Strengthening the Care Continuum

In looking across the complex picture of houselessness through diverse datasets, three key considerations emerged in the context of strengthening the Grand Junction area's care continuum as a whole in order to comprehensively address houselessness: a) The unique role of government, b) committing to a coordinated entry system, and c) centering decisions and strategies on the voices and expertise of those with lived experience of houselessness.

Key informant perspectives on role of government

Given the City of Grand Junction and Mesa County's recent engagement in addressing houselessness, including commissioning this needs assessment, a key question posed to service providers and city and county staff who participated in interviews was, "what should the role of local government be in addressing houselessness?" Overall, key informants agreed that there is an important and unique role for local government to play that is distinct from the role of service providers. Given these distinctions, key informants outlined the following roles that they would like to see the City of Grand Junction and Mesa County grow into.

Championing big picture vision and strategy

As the city and county naturally have a broader lens through which they see a community and its challenges and opportunities than an individual service provider, key informants suggested that local government has a role to play in helping generate a system-wide, big picture vision for addressing houselessness as a community and developing strategies for implementing the vision. Once a vision has been set and strategies identified, it is then important for local government to champion that vision and ensure that it is realized across service providers and the broader community.

As the champions of a big picture vision and strategy for the Grand Junction area's approach to houselessness, local government can lend its platform to a community-wide effort while ensuring that there is the necessary accountability to achieve key goals and objectives.

Facilitating coordination and collaboration

Directly tied to championing a big picture vision and strategy, key informants also felt that local government can support service providers in creating spaces to bring agencies together, facilitate meaningful conversations, and create opportunities for increased coordination and collaboration across agencies. First, having local government take on this role frees up capacity for service providers, who might otherwise need to dedicate their time and resources to communicating with other agencies. Second, by leveraging its resources and unique position external to service providers, local government can serve as a central hub for communication and collaboration across agencies and the broader community.

As one key informant shared, *"I think they should be a convener."* Another key informant expressed interest in seeing local government create *"more open partnerships, where there's a lot more open communication."* Rather than leaving communication and collaboration across agencies to the agencies themselves, participants were interested in seeing local government tackle challenging conversations, open up new pathways of communication, and support a collaborative working environment.

Funding and supporting existing services

The most commonly expressed role that key informants would like to see local government play is leveraging funding sources and supporting existing services in the Grand Junction area rather than *"reinventing the wheel, really honing in on what already exists in our community and how can we make sure that they're having success."* Participants consistently expressed that while government has an essential role in

addressing houselessness in the Grand Junction area, their role should not be as a service provider but as a champion of existing service providers.

> *I know that the city just barely started their homelessness services, having that department, and I think that that's an important piece and just beginning to raise awareness as to how large the issue really is for our community. And so, I think that their responsibility is to support the service providers in our community and having more affordable housing options. And I think specifically, yeah, thinking about even if they can help support the staff that we have, that we aren't able to pay really well and more competitively, they're struggling for housing too. – Key informant*

In general, key informants shared that the city and county should grow their efforts to fund and provide resources to *"empower those of us in the community who do have the expertise and the focus"* to directly serve PEH by exploring *"different creative ways, and how they work tax dollars towards pools of money"* for direct service providers in a non-competitive way.

Removing barriers and creating opportunities

The final role key informants would like to see local government play is in removing systemic barriers, creating opportunities for service providers to expand their services, and incentivizing the creation of low-income housing options. In this context, the barriers discussed largely related to zoning and land use regulations that make it difficult for non-profit agencies to acquire land and develop it with the goals of providing additional housing units along the lower-income end of the housing continuum.

Multiple key informants also mentioned a desire to see policies in place that limit the amount landlords can raise rents while also incentivizing landlords to work with lower-income households. However, Colorado state legislation does not allow local governments to implement policies to restrict rents, limiting the strategies available to encourage affordable rental rates.

Key informants that are engaged in developing and managing housing inventory mentioned how challenging and costly it can be to push affordable and low-income housing projects through local processes for approval. At the same time, participants felt that expedited and more affordable processes for development approval should not be applied unilaterally but should apply specifically to non-profit developers and collaborative projects that are designed to serve unhoused and low-income households.

Key informants expressed the importance of local government supporting housing projects that will serve to address houselessness and housing instability given the growing risk of houselessness in the community.

> *"I think it's [their] responsibility to not rubber stamp every large developer that comes here. I think it's [their] responsibility to put out active feelers for low-income housing developments. I think it's [their] responsibility to work on creative zoning."—Key informant*

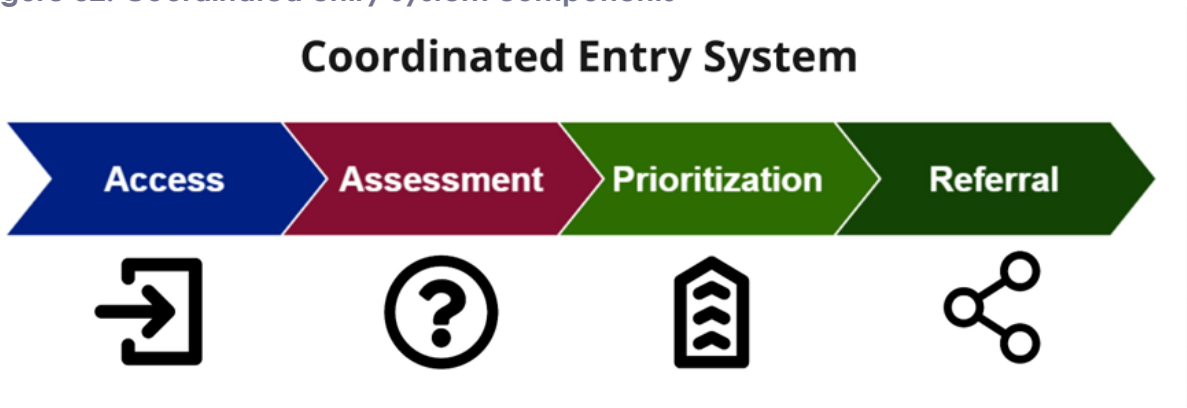
Many key informants felt that there are policy tools available to local government that can be used to make it easier and more financially feasible for agencies to pursue the development of creative housing solutions to address houselessness while limiting the continued rise in housing costs that has contributed to the rise of houselessness in the Grand Junction area. Further, developing supportive policies is a clear and distinct role for local government.

Commitment to coordinated entry system

Based on key informant feedback, the limitations of existing data collection and coordination, and national best practice frameworks, there is both a significant gap and opportunity in data collection and sharing and data-driven, collaborative decision making across housing and supportive service providers in the Grand Junction area. According to HUD's guidance, "an effective coordinated entry process is a critical component to any community's efforts to meet the goals" of the federal plan to prevent and end

houselessness.[18] Key considerations for realizing a robust coordinated entry system to prevent and respond to houselessness in the Grand Junction area are briefly outlined below according to the core components of a coordinated entry system: access, assessment, prioritization, and referral (Figure 32).

Figure 32. Coordinated entry system components



Access

Ensuring equitable and fair access to services requires both dedicated outreach and service promotion across key unhoused subpopulations and clear policies and procedures for coordination across providers, activities which service providers noted as challenging given limited staff capacity, funding, and collaboration across providers. Further, in order to provide equitable and fair access, the barriers to access must be well understood and addressed, which is in part achieved through comprehensive data collection and sharing.

As detailed throughout this report, there are several service providers operating along the housing continuum and offering supportive services to PEH in the Grand Junction area, and most of the lived experts who participated in interviews for the assessment noted regularly accessing services from at least one service provider in the area. However, as both the quantitative and qualitative analyses suggest, there are limitations to understanding how and why PEH are accessing resources and services and the number of PEH in the Grand Junction area who may not be accessing services at all.

Assessment

When it comes to connecting an individual or family experiencing houselessness with appropriate resources or services, the assessment process is essential to understanding the unique needs, barriers, and vulnerability factors of each person seeking services. Assessments within a coordinated entry system determine how individuals or families are subsequently prioritized and referred to services.

An effective and equitable assessment process requires the use of a standardized assessment tool across service providers and trained staff to conduct assessments. As noted previously, service providers in the Grand Junction area utilize the VI-SPDAT tool in assessment, which may introduce biases and inconsistencies in the assignment of vulnerability scores. Additionally, it is valuable to shift toward a more individualized, qualitative approach to assessment and service prioritization that incorporates a standardized prioritization tool but does not solely rely on a vulnerability score to lead decision making. Service providers also expressed a lack of understanding about the type of data that should be collected, who is responsible for collecting and sharing the data, and how the data is used .

A number of assessment prioritization tools have been developed, but very few have any supporting evidence for reliability or validity. The tools with the most empirical support include the Rehousing, Triage, and Assessment Survey (Calgary Homeless Foundation) and the Vulnerability Assessment Tool (Downtown Emergency Service Center, Seattle WA). Alternatively, some CoCs (e.g.), have developed and piloted their

[18] U.S. Department of Housing and Urban Development, "Coordinated Entry Policy Brief," 2015, https://files.hudexchange.info/resources/documents/Coordinated-Entry-Policy-Brief.pdf.

own tools. However, those tools similarly lack an evidence base for reliability and validity. There are universal qualities that any prioritization tool used for coordinated assessment process should include:

1. Valid – The tool should be evidence-informed, criteria-driven, tested to ensure that it appropriately matches people to interventions and levels of assistance, responsive to people's needs, and make meaningful recommendations for housing and services.
2. Reliable – The tool should produce consistent results, even when different staff members conduct the assessment, or is done in different locations.
3. Inclusive – The tool should encompass the full range of housing and services interventions needed to end homelessness, and where possible, facilitate referrals to the existing inventory of housing and services.
4. Person-centered – Provide options and recommendations that guide and inform, rather than rigid decisions about what people need. High value and weight should be given to a person's goals and preferences.
5. User-friendly – The tool should be brief, easily administered, worded so it is easily understood by those being assessed, and minimizes time to utilize.
6. Strengths-based – Assess both barriers and strengths to attaining permanent housing and include a risk and protective factors perspective to understand diverse needs.
7. Housing first oriented.
8. Sensitive to lived experiences.

Prioritization

An effective, equitable, and fair process for determining an individual's level of vulnerability and relative priority for housing and supportive services depends on the assessment tool used and the quality of data collected, including information about the individual's needs, the needs of other PEH seeking services, and the supply of available services.

While service providers in the Grand Junction area utilize the VI-SPDAT and key elements of a prioritization process, such as the By-Names List and case conferencing, there is a lack of consistency across service providers in how individuals are prioritized for service and data collection and management regarding supply and demand of services is often incomplete. Without a consistent process for prioritization across providers, inefficiencies are introduced in connecting PEH with needed services and barriers to access are often exacerbated.

The community and CoC must decide what factors are most important and use all available data and research to inform prioritization decisions. Recommendations for considering how to prioritize people for housing and homelessness assistance include:

1. Significant health or behavioral health challenges or functional impairments which require a significant level of support to maintain permanent housing.
2. High utilization of crisis or emergency services, including emergency rooms, jails, and psychiatric facilities, to meet basic needs.
3. The extent to which people, especially youth and children, are unsheltered.
4. Vulnerability to illness or death.
5. Risk of continued homelessness.
6. Vulnerability to victimization, including physical assault or engaging in trafficking or sex work.

Referral

The final component of a coordinated entry system is referral. Referrals may occur at various stages of the coordinated entry process, depending on a community's general approach to coordinated entry, but fundamentally rely on well-established communication pathways between providers and a clear understanding of the resources and services offered by individual providers as well as their capacity.

Based on limited service provider data specific to referrals received by the assessment team and feedback from key informants and lived experts, the process for referrals across service providers varies significantly, with some providers having clearly established referral relationships and others, more informal processes for referral. Additionally, the sometimes-incomplete data collection regarding service provision and supply makes it difficult to understand the full scope and nature of referrals in Grand Junction area's care continuum and likely leads to inefficiencies connecting individuals with needed and available services.

Centering lived experience

A key priority of this assessment was to engage diverse lived expert perspectives in order to understand the various experiences of houselessness in the Grand Junction area and identify the needs and gaps within the care continuum. As service providers and lived experts shared, common misconceptions exist in the Grand Junction community about the experience of houselessness and the desires and needs of PEH, ultimately impacting how the community moves forward in preventing and responding to houselessness. In order to meaningfully understand the needs of PEH in the Grand Junction area and develop appropriate and effective strategies to respond to their needs, it is essential to actively engage the perspectives of those with lived experience of houselessness in tandem with increasing awareness and understanding of the experience of houselessness among the broader community.

Summary of key needs

Each section of the report created a sequential picture of the multifaceted unhoused population and continuum of care for those who experience houselessness in Grand Junction and Mesa County. Below is a summary of the key needs identified through this assessment according to different components of the care continuum.

Housing

- Emergency shelter:
  - ☐ Additional emergency shelter capacity serving specific subpopulations:
    - Individuals fleeing domestic violence
    - Women
    - Elderly and individuals with severe disabilities (higher care need)
    - Individuals identifying as LGBTQ+
  - ☐ Low barrier shelter facility practicing harm reduction model without restrictions on sobriety, pets
  - ☐ Non-congregate shelter options (e.g., hotels, motels, dormitories)
- Transitioinal shelter:
  - ☐ Designated space(s) where camping and/or parking and living out of a vehicle are permitted.
  - ☐ Semi-permanent, non-congregant shelters such as huts, tiny homes, or shelters made of pallets to support PEH who may be unable to access traditional emergency shelters while seeking permanent housing.
- Transitional housing:
  - ☐ Additional transitional housing beds/units serving specific subpopulations:
    - Individuals in recovery after inpatient treatment for substance use disorder
    - Individuals in need of medical respite after receiving significant medical care and/or exiting treatment from the emergency room
  - ☐ Transitional housing beds/units that specifically support individuals with building financial stability, housing navigation, and skills to maintain housing
- Permanent supportive housing:
  - ☐ Additional permanent supportive housing units
- Subsidized housing:
  - ☐ Additional units accepting housing vouchers
- Affordable housing:
  - ☐ More rental housing units that meet affordability standards of 60% AMI or lower in the Grand Junction area
  - ☐ More requirements and/or incentivizes to include affordable units in new housing developments in the area
  - ☐ Streamlined process for affordable housing development
  - ☐ Reduced upfront cost to secure rental housing and fewer rental restrictions based on income or credit score

Supportive services

- Prevention and diversion services:
  - ☐ Additional emergency financial resources to support households in keeping their housing (e.g., rental/mortgage payment assistance)
  - ☐ Greater outreach/awareness of existing prevention supports offered in the Grand Junction area such as financial literacy training, budget counseling, and legal services
- Basic needs:
- Additional places to safely access drinking water
- Climate-controlled spaces for PEH to go during inclement weather (e.g., cooling or warming shelters)
- Additional or expanded facilities for laundry, mail services, showers
- Additional access to toilet facilities
- Transportation:
  - ☐ Additional or expanded public transit options
  - ☐ Programs for PEH to learn and perform bike and car maintenance
  - ☐ Additional financial assistance for transportation (e.g., gas cards, bus passes)
- Transitional services
  - ☐ Programs to provide workforce and vocational training and education for PEH
  - ☐ Programs to support PEH in financial literacy, budget counseling, and other life skills to support them in exiting houselessness and retaining housing
- Services specific for youth and families
  - ☐ Improved outreach and access to families to increase awareness of and engagement with existing services
  - ☐ Additional services to support youth experiencing houselessness outside of school, especially those transitioning out of foster care
  - ☐ Additional childcare services and activities for families experiencing houselessness
- Behavioral health services:
  - ☐ Additional mental health care options specifically serving:
    - Chronically unhoused individuals
    - Youth
  - ☐ Additional or expanded substance use treatment services
- Case management
  - ☐ Additional case management options and service navigation support for PEH
  - ☐ Improved outreach to PEH for existing case management services

Emergency, first responder, and law enforcement engagement

- Formal policies and procedures for engaging with PEH in key departments
- Additional or expanded trauma-informed care and crisis intervention training
- Increased collaboration between emergency response, law enforcement, and service providers

System functioning

- Funding for service providers:
  - ☐ Unrestricted and operational funding
  - ☐ Local funding options to support collaborative rather than competitive projects
- Staff and service capacity:
  - ☐ Support for service providers in increasing staff capacity through funding and training opportunities
- Coordinated entry system:
  - ☐ Clarification regarding policy and procedures for client assessment and data collection regarding service provision
  - ☐ Training program across service provider staff regarding data collection, entry, and sharing
  - ☐ Review of VI-SPDAT as assessment tool and identification of potential biases and limitations
  - ☐ Strengthened process for referrals
  - ☐ Strategy for continuous improvement of coordinated entry system as a whole
- Public education and awareness
  - ☐ Increased street outreach to PEH and individuals at risk of losing housing across system of services
  - ☐ Public education to dispel myths regarding houselessness and share diverse experiences of PEH
  - ☐ Additional opportunities for community engagement in building solutions to houselessness

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Glossary of Terms

Affordable Homeownership Programs: Initiatives that provide opportunities for low-income individuals and families to become homeowners through subsidies, down payment assistance programs, or reduced-interest mortgages.

Affordable Housing: Housing that is built specifically to be affordable for households earning below a certain Area Median Income (AMI). In the City of Grand Junction, affordable housing is defined as housing for those earning 60% AMI or below (if renting) and 80% or below (if purchasing a home). Affordable housing is also sometimes known as "subsidized housing."

Area Median Income: Area Median Income (AMI) - The midpoint of a region's income distribution. AMI is often referred to in percentages - you may hear phrases like "60% of AMI" or "120% AMI."

At Risk of Houselessness: Individuals or families who are not currently unhoused but face imminent risk of entering houselessness due to eviction, job loss, domestic violence, or other factors.

Balance of State (BoS): The "Balance of State (BoS) CoC" includes all the jurisdictions in a state that are not covered by any other CoC. BoS CoC's include non-metropolitan areas and may include some or all the state's smaller cities. The City of Grand Junction is part of Colorado's BoS CoC.

By-Names List (BNL): A comprehensive roster or record that contains all the names of individuals experiencing houselessness within a community, along with additional information such as their demographics and specific needs. This list is often used as part of homeless management information systems (HMIS) and coordinated entry systems to track and prioritize individuals for housing and services. In the Grand Junction area, the By-Names List is currently managed by Catholic Outreach.

Case Management: A collaborative process which: assesses, plans, implements, coordinates, monitors and evaluates the options and services required to meet an individual's health, social care, educational and employment needs, using communication and available resources to promote quality cost effective outcomes.

Chronic Houselessness: Individuals or families with a disabling condition who have been continuously unhoused for a year or more, or who have experienced at least four episodes of houselessness in the past three years.

Community Collaboration: The coordination and partnership among various stakeholders, including government agencies, nonprofits, healthcare providers, and community members, to address houselessness effectively.

Continuum of Care (CoC): The Continuum of Care (CoC) Program, through U.S. Department of Housing and Urban Development (HUD) is designed to promote communitywide commitment to the goal of ending houselessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse unhoused individuals and families while minimizing the trauma and dislocation caused to individuals, families, and communities by houselessness; promote access to and effect utilization of mainstream programs by individuals and families experiencing houselessness; and optimize self-sufficiency among individuals and families experiencing houselessness.

Cooperative Housing: A shared housing ownership model where a building or house is jointly owned by a corporation made up of all its residents. When a resident buys into cooperative housing, they do not purchase a piece of property – rather, they personally buy shares in a nonprofit corporation that allows them to live in the residence and collectively make management decisions with other residents.

Coordinated Entry System: A standardized process to assess and prioritize unhoused individuals and families for housing and services based on their level of vulnerability and need. The primary goals for coordinated entry systems are that assistance be allocated as effectively as possible and that it be easily accessible.

Cost-burdened: Households who pay more than 30% of their income on housing costs and may have difficulty affording necessities such as food, clothing, transportation, and medical care.

Doubled-up or Couch Surfing: The practice of temporarily staying with friends, family members, or acquaintances due to lack of stable housing, often leading to unstable living conditions.

Emergency Shelter: Short-term accommodation providing immediate refuge for individuals and families experiencing houselessness. These shelters offer basic services such as beds, meals, and basic hygiene facilities. HomewardBound of the Grand Valley's North Avenue shelter is the primary emergency shelter serving the Grand Junction area.

Functional Zero: The point where a community's houseless services system is able to prevent the experience of houselessness whenever possible and ensure that when individuals do enter houselessness, their experience is rare, brief and one-time only. When functional zero is achieved, fewer individuals are entering houselessness in the community than exiting.

Harm Reduction: An evidence-based approach to engaging with people who use substances and equipping them with life-saving tools and information to create positive change in their lives and potentially save their lives. This approach emphasizes engaging directly with people who use substances to prevent overdose and infectious disease transmission; improve physical, mental, and social wellbeing; and offer low barrier options for accessing health care services.

Housing Affordability: When households pay no more than 30% of their gross income on housing-related expenses. This is a metric of affordability defined by the Department of Housing and Urban Development (HUD).mental, and social wellbeing; and offer low barrier options for accessing health care services.." \s "Harm Reduction" \c 1

Housing First: Housing first is an approach to housing that prioritizes moving individuals into stable housing as a first and critical step to addressing houselessness before addressing other less critical needs such as getting a job or receiving mental health or addiction treatment. This approach recognizes that housing stability is a crucial foundation for addressing other challenges and creating opportunities for individuals to improve their quality of life.

Houselessness: The state of lacking a fixed, regular, and adequate nighttime residence, which may result in individuals living in emergency shelters, transitional housing, cars, motels, parks, or public spaces.

Housing Navigation Services: Services to help participants search for and obtain or retain permanent, stable residence.

Housing Stability: A state in which individuals or families have secure, stable housing that meets their basic needs and supports their overall well-being.

Housing Stability Plan: A personalized plan developed in collaboration with unhoused individuals, outlining steps and goals to achieve housing stability and self-sufficiency.

Key Informants: Interview participants of this assessment who engage with houselessness in a professional capacity, including service provider staff and city and county staff.

Lived Experts: Interview participants of this assessment who had previously experienced houselessness or were unhoused at the time of interviews.

People Experiencing Houselessness (PEH): People who lack a fixed, regular, and adequate nighttime residence, including those staying in emergency shelters, transitional housing, motels, cars, parks, or public spaces.regular, and adequate nighttime residence, including those staying in emergency shelters, transitional housing, motels, cars, parks, or public spaces." \s "People Experiencing Houselessness (PEH

Permanent Supportive Housing: Long-term housing combined with supportive services, often designed for individuals with chronic physical or mental health conditions. This model provides ongoing assistance to help residents maintain housing stability and improve their quality of life. Catholic Outreach, Home-

wardBound of the Grand Valley, and Karis currently operate permanent supportive housing options in Grand Junction.

Point-in-Time Count (PIT): A one-night, annual count of both sheltered and unsheltered unhoused individuals conducted by communities to provide a snapshot of houselessness on a specific date.

Prevention and Diversion Services: Services aimed at preventing houselessness before it occurs or diverting individuals and families away from shelter systems by offering financial assistance, mediation, or alternative housing arrangements.

Rapid Re-Housing: An approach to responding to houselessness that aims to quickly move individuals and families experiencing houselessness into permanent housing. This intervention provides short-term rental assistance and supportive services to help people stabilize in housing.

Severely Cost-burdened: Households who pay more than 50% of their income on housing costs.

Sheltered Houselessness: Unhoused individuals or families staying in emergency shelters, transitional housing, or safe havens designated for unhoused individuals.

Shelter Plus Care: A program that combines rental assistance with supportive services for individuals with disabilities, particularly those dealing with substance abuse or mental health issues.

Shelter Utilization Rate: The percentage of available shelter beds that are occupied by unhoused individuals, indicating demand for shelter services.

Single Room Occupancy (SRO) Housing: Individual rooms in shared buildings, often with shared facilities, catering to individuals with low incomes or those who have experienced houselessness.

Supportive Services: Programs and interventions that address various needs of unhoused individuals, including mental health counseling, substance abuse treatment, case management, and employment assistance.

Street Outreach: Programs or initiatives aimed at engaging and assisting unhoused individuals directly in unsheltered locations, connecting them with services and support.

Transitional Housing: Temporary housing, often limited to approximately 24 months, that serves as a steppingstone between emergency shelter and permanent housing. It offers residents more stability and support than emergency shelters and often includes case management, housing navigation, and supportive services.

Transitional Living Programs: Limited-term housing options, typically for key subpopulations (e.g., young adults aging out of foster care or individuals fleeing domestic violence). These programs provide supportive services for recipients of transitional housing, including counseling, childcare, transportation, life skills, educational and/or job training.

Trauma-Informed Care: An approach to care that recognizes and responds to the impact of trauma on individuals' well-being, focusing on safety, trustworthiness, choice, collaboration, and empowerment of patients.

Unsheltered Houselessness: Unhoused individuals living on the streets, in cars, parks, abandoned buildings, or other public spaces without access to regular shelter accommodations.

Vulnerability Index: A tool used to assess the vulnerability of unhoused individuals by considering factors such as physical health, mental health, substance abuse, and length of houselessness.

Wraparound Services: Comprehensive and individualized support services that address multiple aspects of an individual's life, such as housing, health, employment, and social integration.

Appendix 1. Study Design and Methods

The Grand Junction Area Unhoused Needs Assessment process was launched in June 2023. The purpose of the assessment is twofold: 1) understand the current and future needs of people experiencing houselessness (PEH) and the capacity of existing supportive services and housing stock to meet the current and future needs of PEH and 2) inform the development and prioritization of strategies to meet the needs identified, which will be detailed in a subsequent Strategies Report. The assessment team used multiple methods of data collection to generate a comprehensive understanding of the community's needs, including administrative service provider data, secondary population-level data, and stakeholder feedback. A key priority of the data collection process was to both capture a diversity of stakeholder perspectives and generate detailed feedback from individuals with the experience of being unhoused and the agencies providing services to PEH. Further, the multi-faceted analysis of multiple quantitative datasets provides an opportunity to characterize the broader economic and demographic trends impacting houselessness in the community while complementing the observations and perspectives of assessment participants.

The assessment was guided by the following research questions:

1. **How are economic and demographic trends in the area currently impacting houselessness and housing instability and how are these trends expected to impact houselessness in the future?**
2. **What does utilization and capacity look like among supportive services and housing types serving unhoused and unstably housed individuals in the Grand Junction area?**
3. **What barriers and gaps exist within the area's service array and housing stock?**

Data collection

A summary of key data sources and analytical approaches used in the assessment are described below. The types of data collected were informed by previous assessments undertaken by the City of Grand Junction and partners and other similar studies conducted in other U.S. communities.[19]

Primary data collection

Primary data collection consisted of one web-based survey and interviews with assessment participants. Interviews were conducted in-person or over the phone using semi-structured interview guides (in Appendix A) and lasted for a range of 15-60 minutes depending on the participant group. Key informants, such as city, county, and agency staff involved in providing indirect or direct services to PEH and unstably housed residents were recruited via email through a contact list provided by City of Grand Junction Housing Division staff. Lived experts, defined as individuals with lived experience of being unhoused in the Grand Junction area, were recruited through city houseless outreach staff, direct service providers, and the community survey. Lived experts were compensated with a $30 Visa gift card for their participation. Between July and August 2023, a total of 78 interviews were conducted. Of these interviews, a total of 34 key informants and 50 lived experts participated (a handful of interviews were conducted with two participants, while the rest were conducted one-on-one).

The web-based survey was conducted using the survey platform Alchemer and was designed for community members, specifically adult residents of Mesa County, and distributed through targeted social media

[19] Mark LaGory et al., "A Needs Assessment of the Homeless of Birmingham and Jefferson County," Sociology and Anthropology Faculty Publications, January 1, 2005, https://digitalcommons.unomaha.edu/socanthfacpub/8; M. Kushel, T. Moore, and J. Birkmeyer, "Toward a New Understanding: The California Statewide Study of People Experiencing Homelessness" (UCSF Benioff Homelessness and Housing Initiative, 2023), https://homelessness.ucsf.edu/sites/default/files/2023-06/CASPEH_Report_62023.pdf; Douglas County, Kansas, "Douglas County Homelessness Needs Assessment," n.d., https://www.douglascountyks.org/sites/default/files/media/groups/health-housing-and-human-services/pdf/douglas-county-homelessness-needs-assessment-2022.pdf.

ads and a City of Grand Junction press release. Survey questions are included in Appendix X. The primary goal of the survey was to generate broad engagement among Grand Junction area residents on the topic of houselessness and housing instability in the community in order to understand public awareness and perspectives on the needs of the community. The survey was also used as a recruitment tool for identifying lived experts interested in participating in an interview and other community members interested in follow-up engagement for this assessment. In total, 677 community members participated in the community survey. This level of response suggests that the survey can be interpreted with a 95% confidence level, at a 4% margin of error.

Profile of interview participants

The sample for interview participants included two primary categories: Key informant and lived expert as described below. In total, 35 key informants and 50 lived experts participated in interviews.

Key Informants: Individuals professionally engaged in providing direct or indirect services and resources related to houselessness and housing instability.

- Direct service providers (e.g., staff who work at agencies that provide services to PEH)
- Indirect service providers (e.g., legal services, non-profits, and foundations)
- City, county, and government-affiliated staff and elected officials

Agencies represented in the interview sample include:

- City of Grand Junction
- Colorado Legal Services
- District 51- REACH program
- Freedom Institute
- Grand Junction Housing Authority
- Grand Valley Catholic Outreach
- Grand valley Peace and Justice
- Grand Valley Transit
- Habitat for Humanity
- Hilltop Community Resources
- HomewardBound of the Grand Valley
- Housing Resources of Western Colorado
- Joseph Center
- Karis
- La Plaza
- Mesa County Behavioral Health
- Mesa County Library
- Mutual Aid Partners
- Solidarity Not Charity
- United Way of Mesa County

Lived Experts: Individuals with lived experience of being unhoused, whether previously or currently (e.g., individuals who have utilized housing services and experienced housing barriers or houselessness in the Grand Junction area).

Of the 50 lived experts who participated in the assessment, most were unhoused at the time of the interviews and a handful were previously unhoused. Of the currently unhoused participants, about one third were staying at a temporary shelter facility, such as Homeward Bound's North Avenue or Pathways Family Shelter, about half were camping on the street, parks, or along the river bottom, and the remainder were staying with family or friends or in a vehicle.

The ages of participants ranged from 18 to 64 years old and just over half of participants were women, with the remaining participants identifying as men. The majority of participants were either born and raised in the Grand Junction area or had lived there for several years. A handful of participants had recently moved to the area because they had friends or family living there or they had heard about particular resources for PEH, including shelter for families and substance use recovery programs.

Administrative data

In an effort to fully describe population-level demographics and services available for people experiencing homelessness in Grand Junction, administrative data (i.e., healthcare records, education records, organizational records, social services data) was requested from 35 organizations that work directly with this population. Organizations were identified with input from The City of Grand Junction Housing Division, The Grand Junction Housing Authority, and Mesa County Behavioral Health.

Data requests were sent between July and September 2023. Data was received from 29 of the 35 organizations. Most organizations were not able to provide encounter level data with unique individual identifiers but were able to provide aggregated data. Requests were tailored to each organization, however all requested data was specifically related to the unhoused population and included demographics (e.g., age, gender, race, ethnicity, marital status), housing status, length of time unhoused, length of wait list times, types of interactions with people who are unhoused, and the frequency and types of services provided. The organizations that data was requested from included:

- 211
- Amos Counseling
- By-Name List
- Center for Independence
- Colorado Legal Services
- Community Hospital
- Community Resource Network
- Family Health West
- Fire & Emergency Medical Services
- Foundations for Life
- Freedom Institute
- Grand Junction Housing Authority
- Grand Junction Police Department
- Grand Valley Catholic Outreach
- Grand Valley Connects
- Grand Valley Peace and Justice
- Habitat for Humanity
- Hilltop Family Resource Center & Latimer House
- Homeless Management Information System
- HomewardBound of the Grand Valley
- Housing Resources of Western Colorado
- Joseph Center
- Karis
- Marillac health
- Mesa County Behavioral Health
- Mesa County Public Health
- Mesa County Public Library
- Mesa County Sheriff's Office
- MindSprings
- Mutual Aid Partners
- Roice-Hurst Humane Society - Homeward Hounds
- School District 51 - REACH program/ McKinney Vento
- Solidarity Not Charity
- St. Mary's Hospital
- United Way of Mesa County

Secondary data

To capture economic conditions and trends related to the risk of houselessness, demographic and economic data were pulled from publicly available (except for All The Rooms data) secondary datasets from the following sources:

- All The Rooms (private subscription)
- Colorado Demography Office
- U.S. Department of Housing and Urban Development
- U.S. Bureau of Labor Statistics
- U.S. Census Bureau (2021). American Community Survey 5-year estimates (2017-2021)
- Zillow

To complete the risk mapping, data from the American Community Survey were accessed and compiled by the research team. Items identified for the risk mapping originated in the research literature and were applied for this assessment at the census tract and census block groups to demonstrate different geographies of risk within Grand Junction.

Data analysis

With the consent of participants, interviews were audio recorded and transcribed verbatim using the online transcription service, Rev. Interview transcripts were then analyzed with thematic coding methods using NVivo Qualitative Software.[20] A coding guide was generated by three members of the research team in two phases: 1) initial coding based on the topics and themes addressed in the interview guide and resulting interviews, and 2) focused coding where more detailed categories and emergent themes were developed based on the initial analysis.[21]

The coding analysis was completed by two members of the research team, with the intent of ensuring a high degree of intercoder reliability.[22] After each coder analyzed an initial subset of transcripts, coding discrepancies were addressed through a deliberative process among the coders until agreement was reached among them.

Survey responses, administrative, and secondary datasets were cleaned and descriptively analyzed in RStudio,[23] an open-source software platform that is code-based and allows for documentation of decision making within specific lines of code.

Detailed descriptions of the methods used to generate unhoused population estimates, risk map modeling, and service capacity estimates are provided below. A review of literature and methods for cost savings and houseless interventions is provided in Appendix 2.

Estimating unhoused population of Mesa County

Based on the PIT count, as well as a few additional data sources as outlined below, we applied a method of estimating the annual unhoused population (excluding those who are doubled-up) for Mesa County. The method was developed by a group of researchers for the non-profit research organization Economic Roundtable[24] and uses the following equation:

$$annualized\ estimate = A + 51 \times B(1 - \tfrac{1}{2}\ C)$$

Where A is the PIT count of the homeless population, B is the number of currently homeless people who became homeless in the counted area during the last week, and C is the proportion of currently homeless people who had a previous homeless episode during the last year.

Using the 2023 PIT counts, as well as data from the BNL, we estimate 1,360 individuals have been unhoused in Mesa County over the past 12-months.

In addition to this estimate of the unhoused population, we also identified a method for estimating the doubled-up population overall, as McKinney-Vento doubled-up totals only include families with school

[20] Lumivero, LLC, "NVivo," 2023, https://lumivero.com/products/nvivo/.

[14] B. G. Glaser, Theoretical Sensitivity: Advances in the Methodology of Grounded Theory (Mill Valley, CA, USA: Sociology Press, 1978); J. Saldaña, The Coding Manual for Qualitative Researchers (Thousand Oaks, CA, USA: SAGE Publications Inc., 2009).

[22] J.W. Creswell and C.M. Poth, Qualitative Inquiry and Research Design: Choosing among Five Approaches. (Thousand Oaks, CA, USA: SAGE Publications Inc., 2017); Saldaña, The Coding Manual for Qualitative Researchers.

[23] R Core Team, "A Language and Environment for Statistical Computing" (Vienna, Austria: R Foundation for Statistical Computing, 2021), https://www.R-project.org/.

[24] Jane Carlen, "Economic Roundtable | Estimating the Annual Size of the Homeless Population in Los Angeles Using Point-in-Time Data," Economic Roundtable, 2018, https://economicrt.org/publication/estimating-the-annual-size-of-the-homeless-population/.

aged children.

Estimates for doubled up houselessness for the Grand Junction Census Public Use Microdata Area (PUMA) are estimated using ACS microdata gathered from IPUMS,[25] and following the methodology of Richard et al.[26] PUMAs are areas defined by the US Census Bureau with populations of roughly 100,000 people and are the smallest geography that ACS microdata are available.

We use the same data and methods utilized by Richard et al.[27] to estimate doubled up houselessness in the Grand Junction PUMA. Doubled up houselessness is defined as poor or near-poor individuals in a poor or near-poor household (at or below 125% of a geographically adjusted poverty threshold) who meet the following conditions: a relative that the household head does not customarily take responsibility for (based on age and relationship); or a nonrelative who is not a partner and not formally sharing in household costs (not roomers/roommates). Additionally, single adult children and relatives over 65 are seen as a householder's responsibility, so those cases are included in estimates only if the household is overcrowded.

The doubled-up estimate also includes a geographically adjusted poverty measure, as in, a measure of a household's ability to afford housing based solely on the household's income. This measure uses area median rents for a standard unit (two-bedroom units with full kitchen and plumbing facilities) and adjusting the portion of a household's poverty threshold allocated toward housing, based on housing tenure status group (owning vs. renting).

Mapping risk of houselessness by census tract and census block group

The risk of houselessness within Grand Junction and surrounding communities was assessed using the variables listed below according to Census Tract and Census Block Group designations.

The variables included in the risk mapping are:

- Unemployment rate
- Percent of the population that is non-White
- Poverty rate
- Number of housing units per capita
- Median rent
- Rent as percentage of gross income
- Percentage of households with public assistance income (e.g., Supplemental Nutrition Assistance, SNAP)
- Percentage of the population with a disability

Each variable was incorporated in a risk model that was calculated by Census Tract and Census Block Group. The Census Block Group risk maps do not include the percentage of the population with a disability, as there was no data available for that variable at the block group level. Additionally, some census blocks did not have estimates in the ACS for median rent. When data was unavailable, median rent for the census tract that the block group is in was used.

To compare risk across geographies and variables, the data were first normalized to be on the same scale. Specifically, all variables were scaled to fall between zero and one, where the highest value of a single variable across geography receives a value of one, and the lowest value of that variable receives a value of zero. For example, the census tract with the highest unemployment rate has a value of one, and the

[25] Steven Ruggles et al., "IPUMS USA: Version 13.0" (Minneapolis, MN: IPUMS, 2023), https://doi.org/10.18128/D010.V13.0.

[26] Molly K. Richard et al., "Quantifying Doubled-Up Homelessness: Presenting a New Measure Using U.S. Census Microdata," Housing Policy Debate 0, no. 0 (2022): 1–22, https://doi.org/10.1080/10511482.2021.1981976.

[27] Richard et al., 2022.

census tract with the lowest unemployment rate has a value of zero. Higher values represent a higher risk of becoming unhoused, and lower values represent lower risk. Once all variables are normalized, the average risk across all variables is calculated by census tract or block group. Each variable is given equal weight.

The average across all of the variables represents the final unhoused risk score. The risk scores are relative, meaning that the census tract or block group with the highest risk score (a score of 1), has the highest risk for people becoming unhoused relative to all other census tracts or blocks in the Grand Junction area. The census tract or block group with the smallest risk score (a score of zero), has the lowest risk relative to all other census tracts or blocks.

Capacity estimates

Capacity estimates were based upon a methodology developed by JG Research & Evaluation. This methodology is based upon our CAST assessment approach for human service system capacity. The method has been published in peer-reviewed publications, *Preventing Chronic Disease* and Substance Abuse, and used to complete assessments in 5 states.

The core of the assessment approach is the following equation is used for CAST estimates:

$$\frac{\text{Relevant Population} * \text{Program usage rate} * \text{Frequency}}{\text{Group size}}$$

Relevant population – Estimate of the total number of individuals in a county who could use the intervention

Usage rate – Estimate of the eligible population who are likely to use the service

Frequency – Estimate of the frequency with which the population will use the service in one year

Group size – Estimate of the total number of individuals who are served by an intervention (units vary by intervention type)

Estimates for the equation were identified by the research team, drawing from both service utilization records in Mesa County and the scientific literature on service utilization patterns. When data was not available, perspectives from key informants and local stakeholders provided the basis for the estimates.

Appendix 2. Review of National Estimates on Cost Savings and Houselessness Interventions

There is a wide range of potential interventions and solutions to attempt to solve the challenge of addressing and supporting the unhoused population across the United States. With such a wide range of interventions, understanding which ones are most effective and most cost efficient is important so that regulatory bodies can most efficiently allocate resources and funding. Interventions may take place across multiple stages of houselessness and may range from services to prevent vulnerable populations from becoming unhoused to emergency shelters or disaster relief services to help those currently unhoused have a safe place to stay or survive extreme weather events.

This section intends to review potential cost savings and effectiveness by intervention or prevention service, based on prior peer reviewed research or evidence from interventions or services provided in other areas of the United States. Estimates are wide ranging and highly dependent on context, as each are targeted specifically at certain populations or only consider one intervention. While cost savings or effectiveness may differ in Grand Junction from the reviews presented below, the previous literature demonstrates a comprehensive evidence base and sense of what types of costs and benefits are associated with interventions and responses to houselessness.

Houseless prevention and financial assistance

One potential intervention for addressing houselessness is through prevention and financial assistance for vulnerable individuals prior to becoming houseless. With rising costs of living and tenants struggling to keep up with these costs, eviction, and the potential to enter homelessness is a real threat to people. Based on Bureau of Labor Statistics data and current rental indices in Grand Junction, 78% of the population works in occupations whose average annual wages are above a 30% rent to income ratio, likely making houselessness a real threat for a large portion of this population. Preventing members of this population from possible houselessness would not only be helpful for this population but would also prevent the burden on the current houselessness system and emergency services from increasing.

While prevention programs have great potential, their effectiveness has only recently begun to be studied in academic literature. Phillips and Sullivan[28] provide the first evidence from a randomized control trial that analyzes the impact of financial assistance to prevent houselessness, where families at high risk of becoming unhoused were offered temporary financial assistance for rent and costs of living at an average of $2,000 per family assigned to the treatment group. They find that the assistance significantly reduces houselessness and is also a cost-effective intervention. These types of interventions are likely to be particularly useful for people in extreme poverty or those currently experiencing doubled-up houselessness. A National Alliance to End Homelessness Report in 2011 reported that the odds of becoming unhoused for those at or below the poverty line is 1 in 25 and for those doubled-up is 1 in 10, which are both substantially greater than for the general population, which has 1 in 200 odds of becoming unhoused.

The numbers on prevention

- People offered emergency financial assistance were 81 percent less likely to become unhoused within six months of enrollment, and 73 percent less likely to become unhoused within 12 months of enrollment.[29]
- It is estimated that communities get $2.47 back in benefits per net dollar spent on emergency financial assistance.[30]

[28] Phillips and Sullivan, 2023.

[29] Phillips and Sullivan, 2023.

[30] Phillips and Sullivan, 2023.

- The emergency financial assistance program has $1,898 of direct benefits to recipients and $2,605 of benefits to non-recipients.[31] Specific benefits include an estimated:
  - $316 per person savings in utilization of public services such as health and justice systems
  - Decreased costs of eviction such as loss of possessions, difficulty finding new housing, and disruptions to children (if present).
  - $219 in benefits to landlords of avoiding evictions and damages.
  - Indirect savings to the public through reduction in violent crime. $2,386 in benefits to victims of crime.

Housing first interventions and transitional/supported housing

Housing first, or the idea that having stable housing is necessary before people experiencing houselessness can find work and transition back into the community, is one of the most studied interventions in terms of cost effectiveness for houselessness interventions. Housing first is also largely related to or could be interchangeably used with transitional and/or supported housing, which provides housing to people experiencing houselessness along with case management and support in receiving services. Several studies that look at housing first or transitional housing interventions are observational randomized control trials, which allows for comparison of groups who received the housing first treatment and groups that received normal treatment. These studies likely offer the most reliable results of cost effectiveness, as they are based on real comparisons and observations of new interventions compared to baseline or normal treatment. A potential shortfall of these studies is that they focus on specific populations and interventions, such as veterans with mental health disorders, so the effectiveness and effects of the interventions may somewhat differ if they were to be applied to other populations.

Rosenheck et al.[32] analyzed the cost effectiveness of HUD-VA supported housing with section 8 vouchers and intensive case management for homeless veterans with mental health disorders, compared to baseline treatments of standard VA care and/or case management only. They find that, from a cost perspective alone, the cost of the HUD-VA supported housing is slightly higher than standard care, but that there are benefits that accrue through superior outcomes such as an increase in the number of days housed for veterans experiencing houselessness and indirect effects to society. Latimer et al.[33] conducted a similar study, looking at an adult population with mental illness experiencing houselessness, and the cost effectiveness of housing first with intensive case management compared to treatment as usual. Results were similar to Rosenheck et al.[34] in that the housing first intervention was marginally more costly but that benefits accrued to individuals and society. Specifically, they found that there were meaningful cost offsets observed for emergency shelters, substance use treatment, supportive housing, and EMS services.

Basu et al.[35] conducted a comparative cost analysis of a housing and case management program for chronically ill adults experiencing houselessness relative to usual care, utilizing a two-arm randomized control trial with patients at a public hospital and a private, non-profit hospital. In this population, unlike Rosenheck et al.[36] and Latimer et al.,[37] they found that the housing and case management group demonstrated

[31] Phillips and Sullivan, 2023.

[32] Rosenheck et al., 2003.

[33] Eric A. Latimer et al., "Cost-Effectiveness of Housing First Intervention With Intensive Case Management Compared With Treatment as Usual for Homeless Adults With Mental Illness: Secondary Analysis of a Randomized Clinical Trial," JAMA Network Open 2, no. 8 (August 21, 2019): e199782, https://doi.org/10.1001/jamanetworkopen.2019.9782.

[34] Rosenheck et al., 2003.

[35] Basu et al., 2012.

[36] Rosenheck et al., 2003.

[37] Latimer et al., 2019.

substantial cost savings relative to normal care, primarily through decreases in hospitalizations, emergency, and legal services that substantially offset the increase in housing, case management and outpatient costs. Overall, there are some discrepancies across the literature for housing first when looking strictly at cost effectiveness or cost savings, as Ly and Latimer[38] find in a review of literature on housing first's impact on costs and associated cost offsets. They reviewed several published as well as 22 unpublished studies with variation in results and monetary cost savings across the literature base. While there is some level of uncertainty on cost savings, there is clear cost offsets in specific areas such as utilization of emergency services, legal and justice system burden, and other related costs, with clear benefits to participants and therefore PEH. They conclude that, overall, housing first initiatives represent a more efficient allocation of resources than traditional services, despite the variation in cost.

The numbers and key information on housing first and supported housing

- Potential cost offsets, or mean reductions in costs attributable to the housing first intervention, come through a variety of mechanisms:
  - Emergency shelters: -$2,627[39]
  - Substance use treatment: -$1,148[40]
  - Supportive housing: -$1,861[41]
  - Ambulatory visits/EMS: -$2,375,[42] -$704[43]
  - Hospitalization: -$6,786[44]
  - Legal Services: -$1,051[45]
- Incremental Cost Efficiency Ratios (ICER) are variable, with some studies showing slightly higher marginal costs and some showing lower marginal costs. These are likely to vary substantially depending on the study context and the total costs of the housing first intervention within the setting.
  - ICER[46]: $45, Intervention is slightly more costly.
  - ICER[47]: $56.08, Intervention is slightly more costly.
  - ICER[48]: -$6,307, Intervention is less costly. This is primarily driven by changes in hospitalization costs.
  - Benefits vary depending on cost-effectiveness acceptability curves, which measure how much society values an additional day of housing. If benefits are valued at $50, the probability of benefits outweighing costs is 56%. If benefits are valued at $100, the probability of benefits outweighing costs is 92%.

[38] Angela Ly and Eric Latimer, "Housing First Impact on Costs and Associated Cost Offsets: A Review of the Literature," The Canadian Journal of Psychiatry 60, no. 11 (November 2015): 475–87, https://doi.org/10.1177/070674371506001103.

[39] Latimer et al., 2019.

[40] Latimer et al., 2019.

[41] Latimer et al., 2019.

[42] Latimer et al., 2019.

[43] Basu et al., 2012.

[44] Basu et al., 2012.

[45] Basu et al., 2012.

[46] Rosenheck et al., 2003.

[47] Latimer et al., 2019.

[48] Basu et al., 2012.

- Housing first or Supported Housing is beneficial for participants:
  - At 3 years follow up, individuals who received the full supported housing treatment had 16% more days housed than a group that received only case management, and 25% more days housed than the group that received baseline care.[49]
  - Days of stable housing were higher by 140 days for the housing first treatment group[50]
  - There is some uncertainty whether housing first, strictly from a cost standpoint, fully offset costs. However, there is a benefit to participants and the interventions represent a more efficient allocation of resources compared to traditional services.

Emergency housing, shelters, and encampments

These types of interventions are generally related to the unsheltered homeless population, who may be living in unsuitable conditions, outside, or in encampments. From the cost perspective, the relationship between the public health costs of encampments and the costs of shelters and emergency housing services is complex. Additionally, because of this complexity, comparisons and understanding of the costs, benefits, and tradeoffs to permanent housing initiatives such as housing first is not well understood or clear. Costs are highly influenced by city or government response to unsheltered homeless persons, funding and support for shelters, number of beds available, and other related costs such as outreach and staffing, public services to clean or clear encampments, and emergency services that respond to emergencies related to unsheltered homelessness.

One solution that is frequently implemented to supplement shelters and somewhat manage unsanctioned camping is to designate publicly sanctioned encampments or provide other alternatives such as temporary tiny homes or safe parking. However, the evidence base suggests that these are not necessarily cost saving, as there are additional costs such as staffing and oversight, having to operate outdoors and in designated perimeters, and potentially dealing with additional substance use issues than in shelters. The relationship between shelters and people's choice to enter a shelter rather than encampments is also complex, as shelters have stricter rules and limitations. It is noted in an Alternative Shelter Analysis report by EcoNW (2023) that people often avoid shelters due to potential separation from family, timing that does not align with schedules, concerns about security of personal belongings, concerns about exposure to germs and disease, and sobriety requirements at many shelters.

Overall, prior research and evidence suggests that there are no cost savings between shelter beds and sanctioned campsites, safe parking, or other similar alternative measures. While providing these sanctioned alternatives may provide support for shelters and address some of the shortcomings of shelters, there is no evidence that providing these additional short term shelters impact inflow or outflow to homelessness. Experts suggest that shelters and sanctioned camping should not be viewed as a permanent solution alone, as individuals may become reliant on these supports without receiving the necessary interventions to reduce homelessness, therefore leading to high costs over time (EcoNW, 2023).

The Numbers on Shelters and Encampments:

- The best estimate for cost per bed at a bed-only shelter facility for a single adult, which is the most common type of facility is: $14,064[51]
- Costs of a bed can be highly variable depending on bed type and other services provided at a shelter facility:

[49] Rosenheck et al., 2003.

[50] Latimer et al., 2019.

[51] Dennis P Culhane and Seongho An. "Estimated Revenue of the Nonprofit Homeless Shelter "Industry" in the United States: Implications for a More Comprehensive Approach to Unmet Shelter Demand" Housing Policy Debate (2021)

Table 24. Estimated annual revenue per bed/unity, temporary and permanent housing shelters[52]

Population		Temporary ($)	Permanent ($)
Family	Mode	17,742	25,390
	Median	22,750	38,523
	Mean	26,250	52,405
Adult	Mode	14,064	18,809
	Median	19,787	24,198
	Mean	25,806	28,772
Youth	Mode	34,492	-
	Median	39,432	-
	Mean	43,519	-
Total	Mode	16,042	18,462
	Median	23,030	25,863
	Mean	27,589	32,511

- Costs of alternative shelters such as sanctioned campsites, safe parking and tiny homes are highly variable, but comparable on a per capita basis to the costs per bed at shelters (EcoNW, 2023). Annual operating costs range from roughly $10k-$75k per bed per year, with most between $20k-$50k per bed.

Table 25. Cost of alternative housing projects[53]

Project Type	Metro Area	Project Name	Units/ capacity	Upfront/ capital	Capital per capita	Annual operations	Annual operations per capita
Sanctioned Campsite	Denver	Safe Outdoor Spaces (4 sites)	220	$700,000	$3,182	$4,169,871	$18,954
Sanctioned Campsite	Los Angeles	Pilot Safe Sleep Village	90	$230,577	$ 2,562	$1,250,300	$32,959
Sanctioned Campsite	San Francisco	Sleep Villages 2022-2023	63	$2,000,000	$31,746	$4,100,000	$74,545
Safe Parking & Sanctioned Campsite	Sacramento	WX-SafeGround	185	-	-	$3,048,000	$16,476
Safe Parking & Sanctioned Campsite	Sacramento	Miller Park	110	-	-	$3,287,452	$29,886
Safe Parking	Sacramento	South Front Dr. Safe Parking	50	-	-	$1,185,000	$237,000
Safe Parking	Sacramento	Roseville Road RT Station	50	$500,000	$10,000	$2,200,000	$44,000

[52] Culhane and An, 2021.

[53] "Alternative Shelter Analysis," ECONorthwest, 2023.

Project Type	Metro Area	Project Name	Units/ capacity	Upfront/ capital	Capital per capita	Annual operations	Annual operations per capita
Safe Parking	Sacramento	Coflax Yard	30	$600,000	$20,000	$2,200,000	$61,125
Safe Parking	San Francisco	Bayview VTC Safe Parking	100	$3,000,000	$30,000	$3,500,000	$35,000
Safe Parking	Portland	Sunderland RV Safe Park (New)	55	$200,000	$3,636	-	-
Tiny Homes	Portland	Agape Village	15	$82,500	$5,500	$116,000	$7,733
Tiny Homes	Denver	Beloved Community Village	24	$145,000	$6,042	$204,000	$8,500
Tiny Homes	Denver	Women's Welcome Village	14	$210,000	$ 5,000	$128,800	$9,200
Tiny Homes	Missoula	Temporary Safe Outdoor Space (TSOS)	30	$1,480,000	$49,333	$408,000	$13,600
Tiny Homes	Los Angeles	Arroyo Seco - Hyland Park	224	$7,327,376	$32,712	$4,496,800	$20,075
Tiny Homes	Los Angeles	Saticoy + Whitsett West	150	$9,007,000	$60,047	$2,930,950	$20,075
Tiny Homes	Los Angeles	Eagle Rock	93	$3,832,137	$41,206	$1,866,975	$20,075
Tiny Homes	Los Angeles	Tarzana Sun-flower Cabin Community	150	$5,332,220	$35,548	$3,011,250	$20,075
Tiny Homes	Portland	Menlo Park Safe Rest Village	60	$400,750	$6,679	$2,430,000	$40,500
Tiny Homes	Portland	Queer Affinity Village	35	$500,000	$14,286	$3,000,000	$41,096
Tiny Homes	Portland	BIPOC Village	38	-	-	-	-
Tiny Homes	Portland	Multnomah Safe Rest Village	30	$452,776	$15,093	$1,930,000	$64,333
Tiny Homes	Sacramento	Emergency Bridge Hous-ing - Grove	24	-	-	$3,195,744	$66,578
Tiny Homes	San Francisco	33 Gough Street Tiny Cabin Village	70	$2,000,000	$28,571	$5,460,000	$78,000
Tiny Homes	San Francisco	16th and Mission St Cabins (New)	70	$7,000,000	$100,000	-	-
Tiny Homes	Austin	Esperanza Community 2022/23 (New)	200	$7,070,035	$35,350	-	-

- Costs of responding to encampments are highly variable across cities and dependent on the way in which each city responds to encampments. The below figures demonstrate the cost per unsheltered homeless person as well as a detailed breakout of costs across four cities included in the study.[54]

Table 26. Cost of encampment response per number of unsheltered homeless population[55]

	Total spending on encampment activities, 2019	Unsheltered population, 2019	Cost per unsheltered person, 2019
Chicago	$ 3,572,000	1,260	$ 2,835
Houston	$ 3,393,000	1,614	$ 2,108
Tacoma	$ 3,905,000	629	$ 6,208
San Jose	$ 8,557,000	1,922	$ 1,080

Table 27. Cost of encampment response by type of activity[56]

	Chicago	Houston	San Jose	Tacoma
Outreach (total)	$ 3,082,000	$ 15,460,000	$ 870,000	$ 1,056,000
Outreach and housing navigation	$ 2,110,000	$ 834,000	$ 800,000	$ 168,000
Homeless Outreach Teams	$ 9,310,000	$ 630,000	-	$ 887,000
Substance use disorder programs	-	$ 27,000	-	-
Medical assistance	$ 33,000	$ 52,000	$ 5,300	-
Financial assistance	$ 7,000	$ 3,000	$ 17,000	$ 1,000
Encampment clearance	$ 14,000	$ 887,000	$ 4,910,000	$ 144,000
Encampment prevention	-	-	$ 1,495,000	$ 239,000
Shelter	$ 297,000	-	-	$ 2,347,000
Dedicated permanent supportive housing	-	$ 782,000	-	-
Other	$ 53,000	$ 178,000	$ 1,281,000	$ 65,000
Total	**$ 3,572,000**	**$ 3,393,000**	**$ 8,557,000**	**$ 3,905,000**

Hygiene and health interventions and services

While hygiene, health, and crisis interventions are not solutions to homelessness, they are necessary services to maintain public health standards and tools to provide basic living needs to those experiencing homelessness, particularly unsheltered homelessness. These services are highly connected to the shelter and housing tools referenced in the above section, as health and hygiene services are often associated with encampments, for example. Additionally, reductions in the homeless populations may lead to declines in costs for these services due to a reduction in utilization.

[54] "Exploring Homelessness Among People Living in Encampments and Associated Cost" (U.S. Department of Housing and Urban Development, 2020).

[55] U.S. HUD, 2020.

[56] U.S. HUD, 2020.

The numbers and costs of hygiene and health services

All costs are from a Portland Hygiene, Storage, and Waste Management study for the unsheltered community.[57] Costs may be lower for Grand Junction, which is a smaller community.

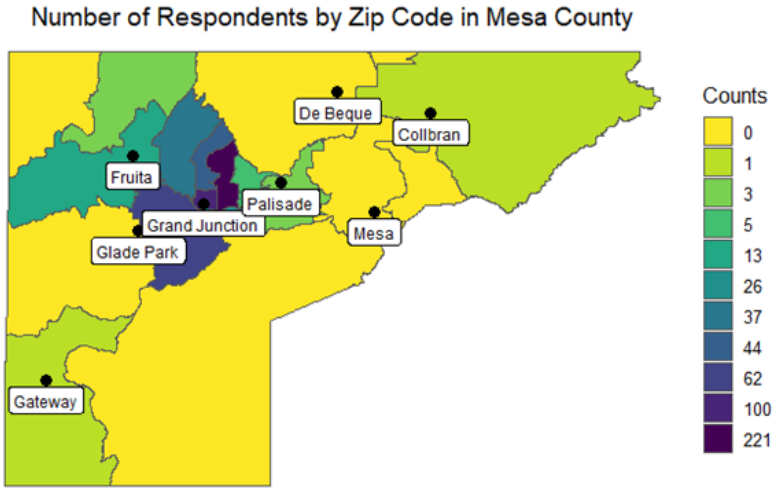
- Port-a-potties:
  - $700/unit in replacement costs
  - $35,000/month for a maintenance contract to service all units (Portland, OR)
- Standalone public restrooms:
  - $100,000/unit cost
  - $100,000 in installation costs
  - $15,000/year in utilities and maintenance costs
- Handwashing Stations:
  - $60/unit plus two hours set up and two hours of maintenance/week
- Mobile Shower Services:
  - Mobile shower trucks are sometimes paired with toilets and offer flexibility in delivering services.
  - $400,000/truck with yearly maintenance of $300,000
  - Potentially cheaper options:
    - Mobile trailer at $70,000
    - Modified bus or truck at $150,000
- RV Waste Services:
  - Services to provide mobile RV waste pump outs and bagged trash collection.
  - Contract at $238,000/year

[57] Jacen Greene et al., "Hygiene, Storage, and Waste Management for the Unsheltered Community: Gaps & Opportunities Analysis," 2022.

Appendix 3. Summary of Results from Survey of Community Members

The community survey was circulated through advertisements on social media which specifically targeted Grand Junction and Mesa County from July 7 through July 31, 2023. There were 677 completed survey responses included in the final analysis. A response was excluded if it was less than 30% complete, less than 3 minutes was spent on the survey, and if they did not currently reside in Grand Junction. Figure 33 presents the geographic distribution of respondents. Zip codes in yellow did not include any respondents.

Figure 33. Survey respondent density by zip code - Mesa County



Survey participant ages were skewed older (i.e., only 7.24% respondents between the ages of 20-29 years), and the survey does not fully capture young adult or youth perspectives on unhoused experiences in Grand Junction.Additionally, a larger number of people identifying as women responded to the survey (i.e., 61% of respondents identified as women) than the proportion of the population in the county. Respondents tended to be long-term residents of the county, with 443 respondents reporting that they have lived in the county for more than 10 years.

Thirteen percent of respondents stated that they had been personally unhoused. Of those individuals, 53% had previously been unhoused in GJ and just under 17% are currently unhoused in GJ. Further, most of the individuals who were either currently or previously unhoused in GJ indicated that they had lived in the area for greater than one year, which is contrary to the often-cited belief that people who are unhoused are not “from” where they live. These beliefs can stem from a variety of factors, including misunderstandings, stereotypes, and limited exposure to the realities of houselessness. Houselessness that is more visible, such as people sleeping on the streets or in public places, might give the impression that homeless individuals are not connected to the local community. Stigma and stereotypes about houselessness frequently portray people who are experiencing homelessness as “outsiders” or “others,” and this perception can lead to the misconception that people who are unhoused must be from somewhere else. While the incidence of currently unhoused respondents was relatively low (n = 24), 41% indicated that they have lived in grand junction for over 20 years, and this trend was the same for those who were previously unhoused in the area with 52% reporting that they lived in GJ for more than 20 years. Only 5% of people who are currently or previously unhoused in GJ reported being in the area for less than one year.

There was some variation in the housing status of respondents, as displayed in Figure 34, where respondents were asked to reflect on both the quality of their current housing situation as well as their level of worry or concern about the stability of their current housing status.

Figure 34. Community survey: Current housing situation and worried about housing

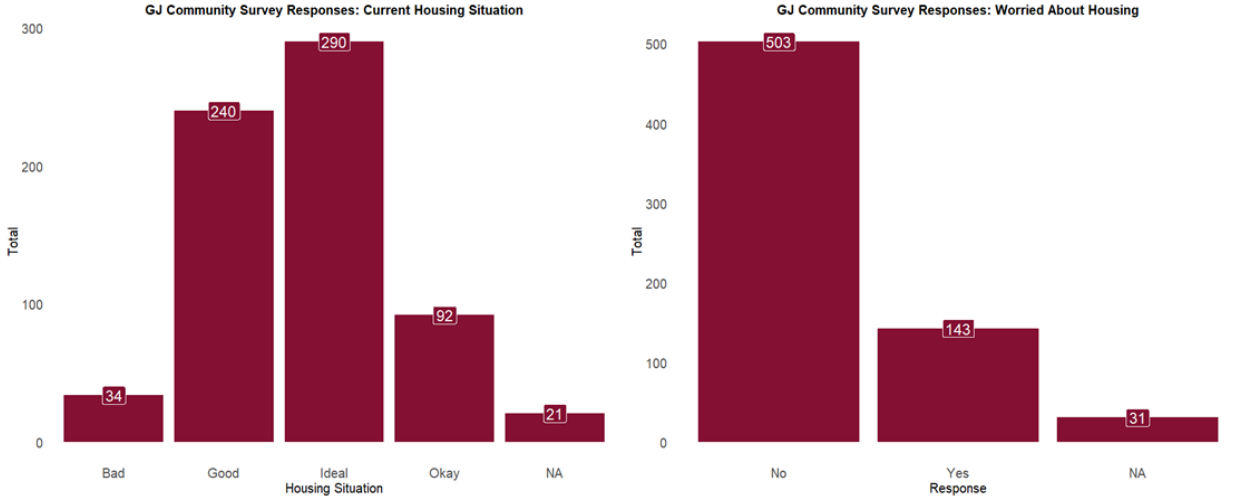


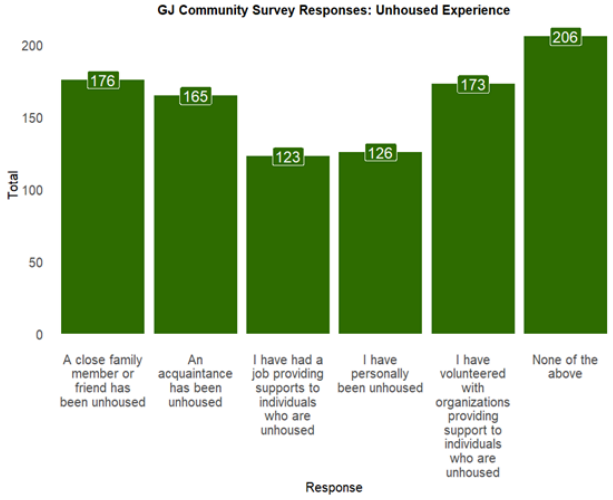
Table 28. Community survey - Reason for housing worry

Reason for Housing Worry	Total	%
Rent went up	36	5.32
Basic costs of living went up	36	5.32
Household income went down	31	4.58
Other	17	2.51
Household bills went up	11	1.62
Current housing situation is/was temporary	9	1.33
Landlord pursuing eviction or choosing not to renew lease	3	0.44

Note: Respondents could select more than one option. Other write in responses included: All the above, decision making from city and county officials, housing market availability and affordability, low wages, poverty, and other financial concerns

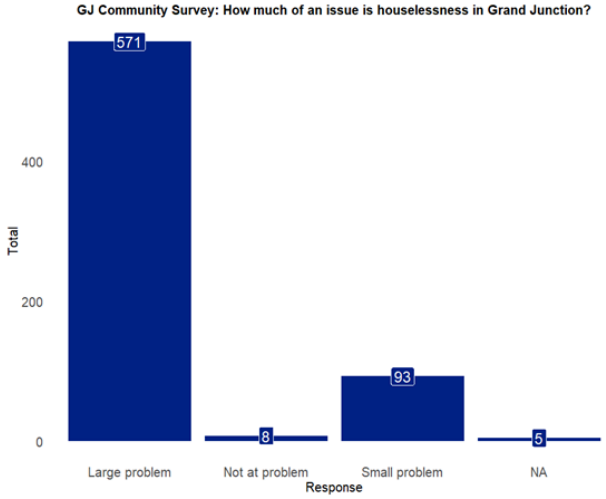
There was also a broad set of personal experiences among respondents with those who are unhoused, ranging from volunteering to provide support to personally being unhoused at some point in their lifetime. These varied experiences suggest that the respondents were at least partially knowledgeable about the experience of being unhoused in the community, and that this informed their perspectives on questions about needs and gaps in the community for services. Just over 9% of respondents had personal experiences with using housing-related services in Grand Junction, with the most common being supportive services such as free meals or childcare, Housing Choice or Section 8 voucher, and rental assistance or eviction prevention.

Figure 35. Community survey: Unhoused experience



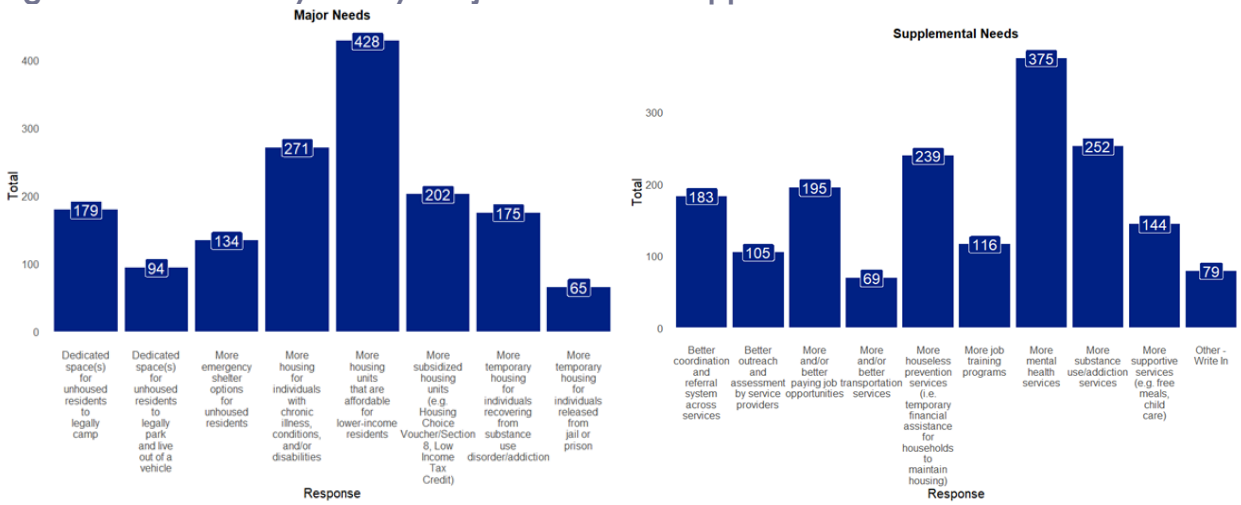
Survey respondents overwhelmingly viewed houselessness as a problem in the community, with 84% indicating that they viewed it as a large problem.

Figure 36. Community survey: How much of an issue is houselessness in Grand Junction?



Survey respondents were asked to select from a set of housing interventions across the housing continuum those services that had the highest need. Figure 37 displays how they ranked service needs, with affordable housing units for low-income residents being the most commonly identified need.

Figure 37. Community survey: Major needs and supplemental needs



In addition to housing types, survey respondents were asked to identify supplemental supports that can aid those who are unhoused or function as a preventative measure against an individual or family becoming unhoused. When asked about supplemental support, residents focused on the need for mental health services and substance use treatment services.

Figure 38. Community survey: Who should be responsible for emergency shelter and long term housing for unhoused residents

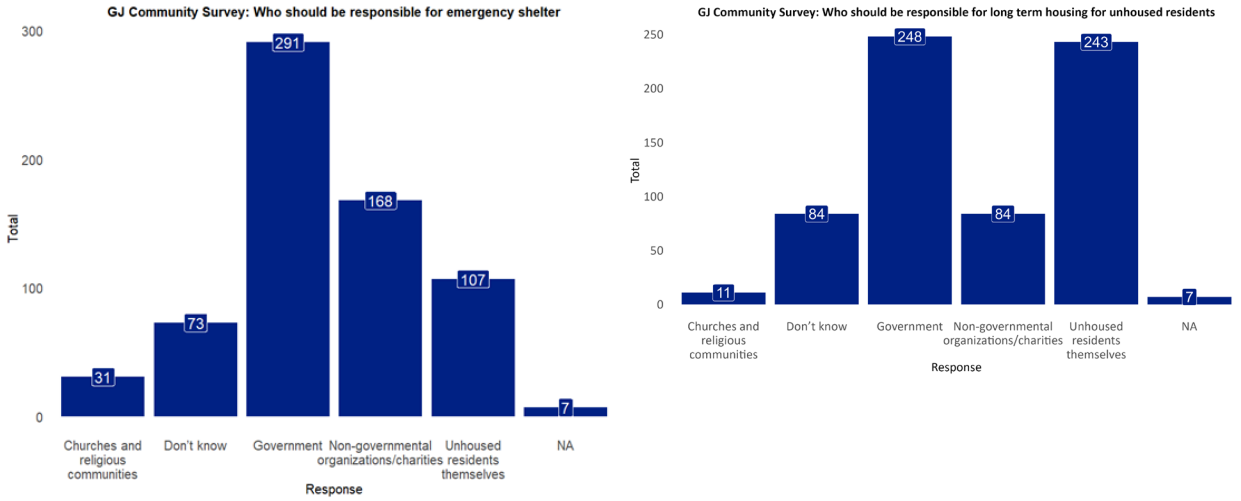


Figure 39. Community survey: Opinion on government spending to assist unhoused residents

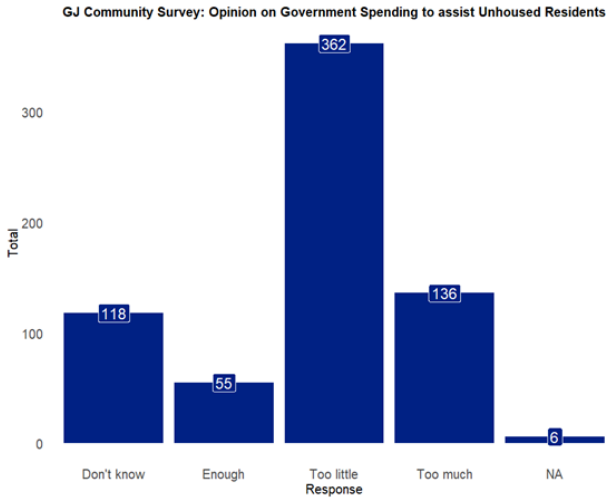
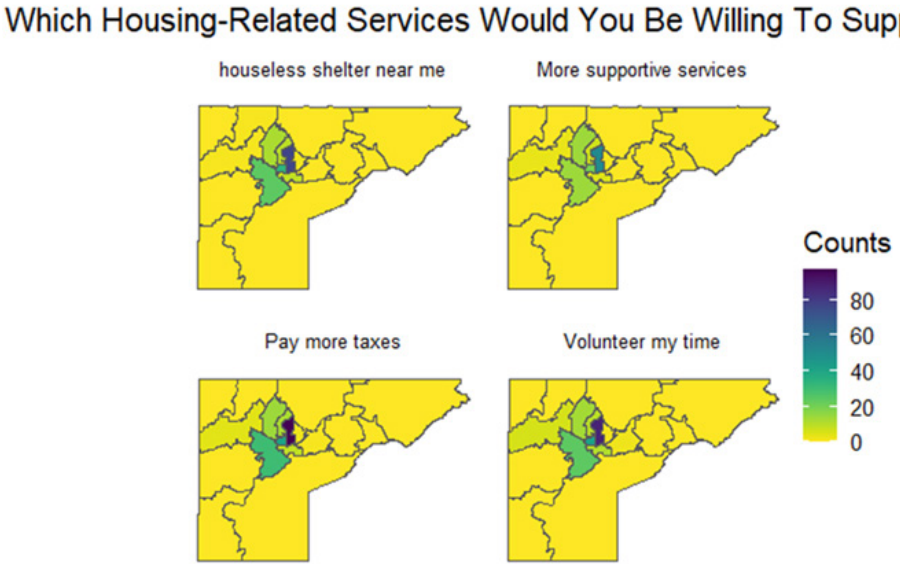


Figure 40. Community survey: Maps of support for housing-related services



Appendix 4. Supplementary Data

Table 29. Risk factors by census tract

Risk Characteristics – Areas at highest risk of houselessness		
Tract Area	Risk Ranking	Characteristics and Risk Drivers
Central Grand Junction	1	High poverty rate, high percentage of people with a disability, low number of housing units per capita. Relatively high averages across all risk indicators.
Central Grand Junction	2	High percentage of people receiving public assistance, large non-White population, high poverty rate, high percentage of people with a disability
Central Grand Junction	3	Highest poverty rate of any census tract in Mesa County, large portion of people who cannot afford rent, relatively high percentage of people with a disability
Fruita Area	4	Highest rent to income ratio of any census tract in county, relatively large non-White population
Southeast Grand Junction — Riverside	5	Tied for highest rent to income ratio of any census tract in county, high median rent, relatively high unemployment rate
Notes: The risk characteristics and drivers are based off the relative indicator rankings for the above census tracts. The indicators that appear to be driving the overall risk ranking are described, however, the overall risk ranking is driven by the average across all of the indicators.		

Table 30. Rent to income ratio by occupation in Grand Junction: 2016-2021

Rent to Income Ratios by Occupation in Grand Junction – 2016 to 2021				
	2016		2021	
Occupation	% of Total Employment	Rent to Income Ratio	% of Total Employment	Rent to Income Ratio
Food Preparation and Serving Related Occupations	10.77	50.31	10.52	50.91
Healthcare Support Occupations	3.44	37.44	4.63	47.69
Building and Grounds Cleaning and Maintenance Occupations	2.83	38.61	3.12	47.12
Personal Care and Service Occupations	2.83	46.21	1.74	45.73
Farming, Fishing, and Forestry Occupations	0.07	34.90	0.14	45.43
Transportation and Material Moving Occupations	6.12	30.60	7.38	42.29
Production Occupations	3.87	30.59	4.10	40.67
Office and Administrative Support Occupations	15.81	32.83	12.80	39.95
Sales and Related Occupations	12.59	28.38	11.42	36.98
Educational Instruction and Library Occupations			5.84	35.55
Community and Social Service Occupations	2.20	25.95	2.00	33.60
Construction and Extraction Occupations	6.37	23.97	6.74	33.14
Installation, Maintenance, and Repair Occupations	4.96	24.48	4.83	32.28
Arts, Design, Entertainment, Sports, and Media Occupations	1.19	30.55	0.93	31.86
Protective Service Occupations	2.23	24.29	2.08	31.05
Architecture and Engineering Occupations	1.06	15.07	1.37	23.59
Business and Financial Operations Occupations	4.17	17.38	5.37	23.16
Life, Physical, and Social Science Occupations	0.92	17.37	1.06	22.63
Computer and Mathematical Occupations	0.99	15.18	1.18	20.25
Legal Occupations	0.66	16.32	0.65	18.13
Healthcare Practitioners and Technical Occupations	7.99	13.79	8.11	16.04
Management Occupations	3.36	11.52	3.99	14.87
All Occupations	100.00	25.35	100.00	31.31

Source: Zillow and Bureau of Labor Statistics.

Table 31. Example assessment and prioritization tools

Tool	Developer	Details	Supporting Literature; Validity/Reliability
Alliance Coordinated Assessment Tool Set	National Alliance to End Homelessness	24 questions and Vulnerability index	No formal evaluations or psychometric properties reported.
DESC – Vulnerability Assessment Tool	Downtown Emergency Service Center – Seattle	10 questions	Good inter-item, inter-rater, and test-retest reliability. Demonstrated good convergent and concurrent validity.[58]
Rehousing, Triage, and Assessment Survey	Calgary Homeless Foundation	45 questions	No formal evaluations or psychometric properties reported.
Homelessness Asset and Risk Screening Tool (Hart)	University Of Calgary, Calgary Homeless Foundation	21 questions; sub questions for youth, women, older adults, and indigenous populations	Good content and construct validity, but no reliability analyses reported.[59]
VI-SPDAT (version 3)	Community Solutions	27 questions	The VI-SPDAT 3 has no formal evaluation. The VI-SPDAT 2 shows poor test-retest and inter-rater reliability.[60] The VI-SPDAT 3 is based on version 2. At least three studies identified unintended racial disparities in survey outcomes.[61]
Matching for Appropriate Placement	Pathways MISI and Montana Continuum of Care Coalition	22 questions	No formal evaluations or psychometric properties were reported.
Arizona Self-Sufficiency Matrix	Arizona	18 questions	Reported low inter-item reliability, good internal consistency, and good convergent validity[62]

[58] Ginzler, J. A., & Monroe-DeVita, M. Downtown Emergency Service Center's Vulnerability Assessment Tool for individuals coping with chronic homelessness: A psychometric analysis. (Northeast Seattle, WA: The University of Washington, 2010).

[59] Tutty, L. M., Bradshaw, C., Hewson, J., MacLaurin, B., Schiff, J. W., Worthington, C., ... & Turner, A. On the Brink? A Pilot Study of the Homelessness Assets and Risk Tool (HART) to Identify those at Risk of Becoming Homeless. (Calgary Homeless Foundation, 2012).

[60] Brown, M., Cummings, C., Lyons, J., Carrión, A., & Watson, D. P. Reliability and validity of the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) in real-world implementation. (Journal of Social Distress and the Homeless, 27(2), 2018), 110-117.

[61] Cronley, C., "Invisible Intersectionality in Measuring Vulnerability Among Individuals Experiencing Homelessness – Critically Appraising the VI-SPDAT," (Journal of Social Distress and Homelessness, 31, 2020), 23-33; King, B., Assessment and Findings of the Vulnerability Index (VI-SPDAT) Survey of Individuals Experiencing Homelessness in Travis County, TX, (UT School of Public Health Dissertations, Open Access, 2018); Wilkey, C., et al., Coordinated Entry Systems : Racial Equity Analysis of Assessment Data, (C4 Innovations, 2019).

[62] Cummings, C. An Exploration of the Psychometric Properties of the Self-Sufficiency Matrix Among Individuals and Families Currently or At Risk of Experiencing Homelessness, (2018).

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RESOLUTION NO. ___-24

A RESOLUTION ADOPTING THE

UNHOUSED STRATEGIES & IMPLEMENTATION PLAN

Recitals:

In December 2022, the City of Grand Junction initiated proactive measures by creating a survey to directly engage with People Experiencing Houselessness (PEH), aiming to identify entry points into houselessness and barriers hindering their transition out of it in Grand Junction. This effort, informed by a “systems-thinking” approach, provided valuable insights into PEH characteristics and experiences. Subsequently, the City collaborated with the Mesa County Behavioral Health Team and the Grand Junction Housing Authority to conduct a comprehensive Unhoused Needs Assessment (UHNA), funded by various sources, including the City, partnerships, and grants.

The UHNA included demographic data aggregation and qualitative data through interviews and surveys. This information was incorporated into a strategic plan through focus groups and feedback sessions with various stakeholders. On January 22, 2024, the Unhoused Needs Strategy Report was presented to the City Council and Mesa County Commissioners, followed by a request for further implementation and direction.

The Unhoused Strategy & Implementation Plan (The Plan) builds upon the UHNA and enhances the findings outlined in the Unhoused Strategy Report, transforming them into a comprehensive community plan. The Plan is aimed at addressing critical gaps and meeting the immediate needs of PEH in the Grand Junction area, aligning with the overarching community objective of achieving Functional Zero. The Plan strives to achieve key strategic outcomes, ensuring a systemic response that prevents houselessness, minimizes its occurrence, and expedites access to shelter, services, and a pathway toward stable permanent housing for those experiencing houselessness. Moreover, it prioritizes meeting the needs of all residents through collaborative efforts across various jurisdictions, business sectors, faith-based and non-profit organizations, philanthropic groups, and both housed and unhoused individuals. Only through these unified efforts, guided by a clear strategy, can the response necessary for the community to thrive be created.

On April 15 and June 4, 2024, the City Council met and discussed the adoption of The Unhoused Strategies & Implementation Plan, together with associated timelines, to implement change in the Grand Junction unhoused situation. The Unhoused Strategies & Implementation Plan delivers a blueprint for the City and its partner agencies to begin addressing critical unhoused needs in the community.

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

The attached *Unhoused Strategy & Implementation Plan* is hereby adopted and approved as generally and specifically provided therein all in accordance with and for the purposes stated in this Resolution.

PASSED AND APPROVED this 3rd day of July 2024.

_____
Abram Herman
President of the Council

ATTEST:

_____
Selestina Sandoval
City Clerk