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**CITY COUNCIL AGENDA
WEDNESDAY, MARCH 19, 2025
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming March 31, 2025 as César Chávez Day in the City of Grand Junction

Proclaiming March 2025 as American Red Cross Month in the City of Grand Junction

Appointments

To the Urban Trails Committee

To the Downtown Development Authority Business Improvement District

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, March 19, 2025 or 4) submitting comments [online](#) until noon on Wednesday, March 19, 2025 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

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 March 3, 2025 Workshop
- b. Minutes of the March 5, 2025 Executive Session
- c. Minutes of the March 5, 2025 Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. Introduction of an Ordinance Zoning the Dixon Annexation from County RSF-2 (Residential Single Family – 2) to RL-4 (Residential Low – 4) located at 2019 South Broadway, and Setting a Hearing for April 16, 2025
 - ii. Introduction of an Ordinance for an Agreement Committing City Funding for the Liberty Apartments by Aspire Residential, LLC, and Setting a Public Hearing for April 2, 2025

3. Continue Public Hearings

- a. An Ordinance for Supplemental Appropriations for Confluence Center of Colorado **Continued to April 2, 2025**
- b. An Ordinance for Supplemental Appropriation for the Materials Recovery Facility **Continued to April 16, 2025**

4. Procurements

- a. Contract Approval for Chip Seal Road Oil – 2025

5. Resolutions

- a. A Resolution Issuing a Revocable Permit within 299.3 square feet of the South 7th Street Right-of-Way for a Building Encroachment at 811 South 7th Street

REGULAR AGENDA

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

6. Council Discussion and Possible Direction

- a. Council Discussion and Possible Direction Regarding 448 Bookcliff/Group Living Facilities

7. Public Hearings

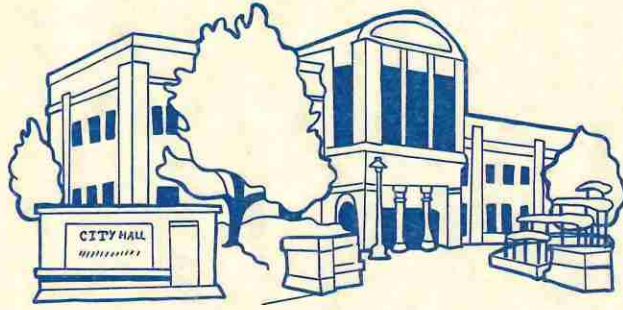
- a. Legislative
 - i. An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Residential Single-Family Attached Dwellings in Mixed-Use Zone Districts, Residential Attached and Multifamily Design Standards, and Definitions Related to Residential Uses

8. 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.

9. Other Business

10. Adjournment



City of Grand Junction, State of Colorado

Proclamation

Whereas, César Chávez has become an enduring symbol of our nation's commitment to encourage progress, create opportunity, and expand development at the grass roots level in the developing world; and

Whereas, on his birthday we celebrate a man who reminded us, that we all share a common humanity, each of us having our own value and contributing to the same destiny, and we carry forward his legacy by echoing his peaceful and eloquent calls for a more just and equitable society; and

Whereas, César Chávez demonstrated that true courage is revealed when the outlook is darkest and the resistance is strongest, and we will find it within ourselves to stand up for what we believe in; and

Whereas, in the face of extraordinary adversity and opposition, he stood up for the inherent dignity of every person, no matter their race, color, creed, or sexual orientation, and for the idea that when workers are treated fairly they give meaning to our founding ideals; and

Whereas, we will also keep up our efforts to reform our nation's broken immigration system so more people can contribute to our country's success; and

Whereas, today, we honor César Chávez by continuing to fight for what he believed in, including a living wage for workers and their right to unionize and provide for their family. Workers should have a safe workplace and the comfort of knowing they will be able to feed their families, earn decent benefits, gain the skills they need and prosper.

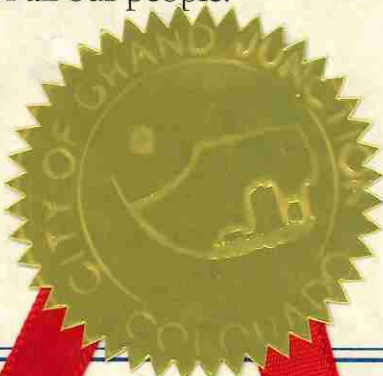
NOW, THEREFORE, I, Abram Herman, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim March 31, 2025 as

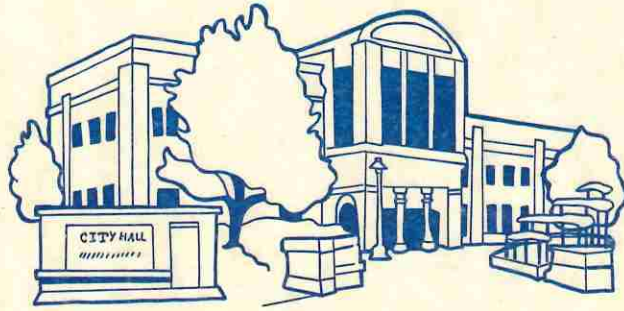
"César Chávez Day"

in the City of Grand Junction and invite our community to reach for the America he knew as possible - one in which hard work is rewarded, prosperity is shared, and equal opportunity is the right of all our people.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 19th day of March, 2025.

Mayor





City of Grand Junction, State of Colorado

Proclamation

Whereas, This March, we celebrate American Red Cross Month by recognizing the compassionate acts of people in the City of Grand Junction and by renewing our commitment to lend a helping hand to our neighbors in need. Since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis. Advancing this noble mission, the volunteers and supporters who now give back through the Western Colorado Chapter remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies; and

Whereas, Their voluntary and generous contributions shine a beacon of hope in people's darkest hours whether it's delivering shelter, food and comfort during disasters, supporting service members, veterans and their families or saving lives with first aid, CPR, AED and other skills; and

Whereas, This work to uplift our community is truly made possible by those who selflessly answer the call to help, whenever and wherever it's needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another; and

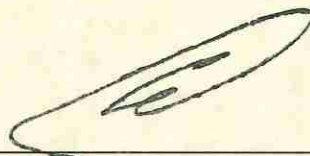
NOW, THEREFORE, I, Abram Herman, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim March 2025 as

"American Red Cross Month"

in the City of Grand Junction and encourage all community members of Grand Junction to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 19th day of March 2025.





Mayor



Grand Junction City Council

Regular Session

Item #

Meeting Date: March 19, 2025
Presented By: Selestina Sandoval, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Urban Trails Committee

RECOMMENDATION:

To appoint the interview committee's recommendation to the Urban Trails Committee.

EXECUTIVE SUMMARY:

There are three full-term vacancies on the Urban Trails Committee.

BACKGROUND OR DETAILED INFORMATION:

Michael Holt, Lori Bell, and Julia Wildman have terms expiring June 30, 2025.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

To (appoint/not appoint) the interview committee's recommendation to the Urban Trails Committee.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: March 19, 2025
Presented By: Selestina Sandoval, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Downtown Development Authority Business Improvement District

RECOMMENDATION:

To appoint the interview committee's recommendation to the Downtown Development Authority Business Improvement District.

EXECUTIVE SUMMARY:

There are two full-term vacancies and one partial-term vacancy on the Downtown Development Authority Business Improvement District.

BACKGROUND OR DETAILED INFORMATION:

Garrett Portra and Doug Simons Jr. have terms expiring June 30, 2025, and Doug Simons Jr. is term-limited. Maria Rainsdon resigned effective October 2024, with an expiration date of June 30, 2026.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

To (reappoint/not reappoint) and (appoint/not appoint) the interview committee's recommendation to the Downtown Development Authority Business Improvement District.

Attachments

None

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

March 3, 2025

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

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

Staff present: City Manager Mike Bennett, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Community Development Director Tamra Allen, Interim Finance Director Jodi Welch, Transportation and Engineering Director Trent Prall, Deputy City Clerk Krystle Koehler, and City Clerk Selestina Sandoval.

1. Discussion Topics

a. Update on Expedited Review Process Study

Presented by consultants from Baker Tilly, the update provided findings and recommendations on streamlining the city's development review process, particularly for affordable housing projects. The study was conducted in response to Colorado's Proposition 123, which mandates that cities expedite affordable housing projects to remain eligible for state funding.

Key Points from the Presentation:

- **Study Overview:**
 - The city engaged Baker Tilly in August 2024 to assess the efficiency of the development review process.
 - The study included interviews with city staff and developers, data analysis, and process mapping.
- **State and Local Policy Implications:**
 - Proposition 123 requires cities to commit to increasing affordable housing by 3% annually and reviewing applications within 90 days.
 - The city has local resolutions (48-22, 97-22, and 65-23) that outline expedited review commitments.
- **Current Challenges Identified:**
 - Incomplete applications are frequently submitted, causing delays.
 - Multiple review cycles are common due to inadequate initial submissions.
 - The general and pre-application meetings create inefficiencies.
 - The planning staff faces workload and training challenges.
- **Recommendations:**
 - Revise the application intake process to ensure applications are complete before being accepted.

OpenAI. (2025). *ChatGPT* [Large language model]. <https://chatgpt.com>

- Eliminate the general meeting and focus on pre-application meetings.
- Establish an interdepartmental review team for expedited projects.
- Improve technology and tracking systems to monitor project timelines.

Next Steps:

- The consultants will prepare an implementation action plan.
- Further meetings with the Planning Commission and development stakeholders will occur.
- Staff will assess whether additional resources are needed to implement the changes.

b. 5/10-Year Capital Plan and Prioritization

The council discussed how to balance long-term capital project planning while managing financial constraints.

Key Discussion Points:

- The 2026 and 2027 capital plans will be balanced as part of the budgeting process.
- A five-year balanced capital plan was generally supported, while a ten-year plan would remain more flexible.
- The importance of prioritization was emphasized, especially in light of economic uncertainties.
- Funding considerations included leveraging grants and adjusting priorities based on revenue fluctuations.

c. Role of the Mayor, Mayor Pro Tem, and the Agenda Committee

Council discussed the responsibilities and structure of the Agenda Committee, which is currently composed of the Mayor, Mayor Pro Tem, City Manager, City Attorney, and key staff.

Key Discussion Points:

- Some Councilmembers expressed concerns about the agenda committee influencing what topics reach the council.
- Others defended the current system, emphasizing that the Agenda Committee primarily facilitates scheduling and efficiency.
- Alternative suggestions included:
 - Rotating membership on the agenda committee.
 - Making agenda committee meetings open for other council members to attend.
 - Keeping better records of agenda discussions for council review.
- Some Councilmembers opposed immediate changes, noting that a new council will be seated in two months, and the issue should be revisited then.
- City Manager Bennett will work with staff for suggestions for the future Council to consider.

OpenAI. (2025). *ChatGPT* [Large language model]. <https://chatgpt.com>

2. Council Communication

A Persigo Board Meeting will be scheduled for a requested exclusion by Centro de la Familia Head Start.

3. Next Workshop Topics

City Manager Bennett stated that no items are currently scheduled in anticipation of the new council being seated. Workshops are still scheduled in case something pressing needs to be brought forward. Staff is working on the Lodging Tax MOU.

4. Other Business

There was none.

5. Adjournment

There being no further business, the Workshop adjourned at 8:44 p.m.

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE SPECIAL MEETING EXECUTIVE SESSION**

**City Hall Administration Conference Room
March 5, 2025**

Call to Order

Council President Herman called the Special Meeting of the Grand Junction City Council to order at 4:30 p.m. on the 5th day of March 2025.

Councilmembers Scott Beilfuss, Cody Kennedy, Dennis Simpson, Anna Stout, Council President Pro Tem Randall Reitz, and Council President Abram Herman were present.

Executive Session

Councilmember Kennedy moved and Councilmember Stout seconded to convene into ***EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402(4)(e)(I) AND 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW REGARDING POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 2851 AND 2851 1/2 NORTH AVENUE, GRAND JUNCTION, COLORADO.***

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 Reitz seconded to adjourn the Executive Session. The motion carried 7-0.

The Special Meeting was reconvened at 4:47 p.m.

Councilmember Stout moved and Councilmember Kennedy seconded to direct staff to cease negotiations for the property, notify the owner, and have staff develop a statement to appropriately disseminate information/notify interested parties and the public. Motion carried 6-1 with Councilmember Simpson voting no.

Adjournment

There being no further business, the meeting adjourned at 4:55 p.m.

Selestina Sandoval, MMC

City Clerk



Grand Junction City Council
Minutes of the Regular Meeting
March 5, 2025

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 March, 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 City Manager Mike Bennett, City Attorney John Shaver, Community Development Director Tamra Allen, General Services Director Jay Valentine, Engineering and Transportation Director Trent Prall, City Clerk Selestina Sandoval, and Deputy City Clerk Krystle Koehler.

Council President Herman called the meeting to order. Councilmember Nguyen led the audience in the Pledge of Allegiance, followed by a moment of silence.

Proclamations

Proclaiming the Month of March 2025 as Brain Injury Awareness Month in the City of Grand Junction

Council President Herman read the proclamation. Tena Quillen, Director of Brain Injury Services at Hilltop, accepted the proclamation.

Proclaiming March 2025 as Women’s History Month in the City of Grand Junction

Councilmember Stout read the proclamation. Kayla Bowers, Executive Director for Fruita Area Chamber of Commerce, accepted the proclamation.

Public Comments

Public comments were heard from Diane Allinger, Flo Henris, Matt Payne and Laura Hughes.

City Manager Report

City Manager Mike Bennett had nothing to report.

Boards and Commission Liaison Reports

Councilmember Stout gave updates on Legislation items for the Colorado Municipal League (CML) Policy Committee and Executive Committee.

Council President Pro Tem Reitz gave an update on the Grand Junction Housing Authority and their project for the More Housing Now grant which is “The Current”.

Councilmember Beilfuss reported on the Business Incubator Board.

Council President Herman gave a report on the information session about the Resource Center and updates on the Parks and Recreation Advisory Board and the Downtown Development Authority.

CONSENT AGENDA

1. Approval of Minutes

- a. Summary of February 19, 2025, Regular Meeting
- b. Minutes of February 24, 2025, Workshop

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Residential Single-Family Attached Dwellings in Mixed-Use Zone Districts, Residential Attached and Multifamily Design Standards, and Definitions Related to Residential Uses, and Setting a Public Hearing for March 19, 2025
 - ii. Introduction of an Ordinance for Supplemental Appropriation for the Materials Recovery Facility and Setting a Public Hearing for March 19, 2025

3. Continue Public Hearings

- a. Legislative
 - i. An Ordinance for Supplemental Appropriations for Confluence Center of Colorado - Continued to March 19, 2025

4. Agreements

- a. An Agreement for Palisade Pool Operations

5. Procurements

- a. Construction Contract with Apeiron Utility Construction for the Internal Fiber Optic Loop Installation Project at the Persigo Wastewater Treatment Plant

6. Other Action Items

- a. A Request for 2025 Fireworks Displays at Suplizio Field

Councilmember Kennedy moved and Councilmember Nguyen seconded to adopt Consent Agenda Items 1 through 6. Motion carried by a unanimous voice vote.

REGULAR AGENDA

7.a.i. An Ordinance Amending Title 21 of the Zoning and Development Code Regarding Impact Fees

The Grand Junction Municipal Code ("Code" or "GJMC") 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 contracted with TischlerBise to update its fee study and create a nexus study for an affordable housing linkage fee. TischlerBise has completed the Impact Fee Study Update, as well as the Linkage Fee study, both of which were presented to the City Council at the December 16 workshop and to the stakeholders on December 2, 2024. The City Council met with the Stakeholder group to receive direct feedback at a workshop on January 14, 2025. A staff recommendation was presented to the Stakeholder group on January 30, 2025, and Staff received direction to prepare an ordinance for consideration at the City Council's February 3, 2025, workshop.

Community Development Director Tamra Allen presented this item and was available to answer questions.

In response to input received from the stakeholder group, and in the spirit of collaboration, Staff has recommended several changes to the ordinance since the first reading to further lower costs, including the use of the 2004 Transportation and Engineering Design Standards, institutional use fees for facilities like daycare centers, churches, and hospitals were adjusted to reflect a lower fee structure, and phased timeline options discussed included 3-, 4-, or 5-year schedules with incremental fee adjustments occurring twice per year. For this reason, City Attorney Shaver

recommended this revised ordinance be considered as first reading, setting the public hearing for April 2, 2025.

Council took a short break at 6:51 p.m.

The meeting resumed at 7:04 p.m.

The public hearing was opened at 7:05 p.m.

Public comment was heard from Dr. George Gatseos, Cindy Ficklin, Ben Herman, Matt Payne, Virginia Brown, Kelly Maves, Donald Hunger, Hogan Peterson, Candace Carnahan, Shawna Greiger, Katie Davis, Chris Getzman, Keith Ehlers, Nancy Strippel, Bill Findlay, Diane Schwenke, Kevin Bray, Dave Hancock, JP Nisley, Ron Abeloe, and Mike Foster.

The public hearing was closed at 8:03 p.m.

Councilmember Stout left the meeting at 8:18 p.m.

Discussion ensued regarding the park's impact fees, real estate evaluations, and clarification between methodology versus policy decisions of the impact fees.

Councilmember Kennedy moved, and Councilmember Simpson seconded to introduce and pass for publication in pamphlet form Ordinance 5250 as amended by direction of City Council on March 5, 2025, and set a public hearing for April 2, 2025, an Ordinance Amending Sections 21.02 and 21.05 of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) related to and concerning impact fees, fee credits and dedications to be phased in over a five-year time period. There was discussion on the motion clarifying that the motion included the changes, including 2004 TEDS and institutional use fee for facilities as described previously. Further discussion ensued regarding the lack of support for the five-year implementation. There was general support for a three-year period of implementation. Councilmember Kennedy amended his motion to be phased in over a three-year period. Councilmember Simpson withdrew his second. Council President Pro Tem Reitz seconded the amended motion. The council asked staff for the impact of phasing in fees for five years versus three years to be shared before the public hearing. The motion carried 5-1 by roll call vote, with Councilmember Simpson voting no.

8.a. Authorization to Purchase Real Estate at 365 32 Road

The City's recycling division is seeking approval for the purchase of property at 365 32 Road for the establishment of a regional Materials Recovery Facility (MRF). A MRF is a plant that can efficiently separate and prepare single-stream recycling materials to be sold to end buyers.

The purchase price for the 58,275-sq.ft. building on 10.5 acres of land is \$5.6 million, with anticipated building modifications and improvements estimated to cost between \$1.7 million and \$2.7 million.

General Service Director Jay Valentine presented this item and was available to answer questions.

Comments were made clarifying this purchase is being made through an enterprise fund.

The public hearing was opened at 8:41 p.m.

There were no public comments.

The public hearing was closed at 8:41 p.m.

Conversation ensued regarding funding and revenue projections.

Councilmember Nguyen moved and Councilmember Kennedy seconded to authorize the City Manager to sign a contract for the purchase of real property at 365 32 Road. The motion carried 5-1 by roll call vote, with Councilmember Simpson voting No.

City Attorney John Shaver stated for the record there was a Resolution that needs to be signed and approved as well.

Councilmember Kennedy moved, and Councilmember Nguyen seconded to adopt Resolution No. 11-25, a resolution authorizing the City Manager to sign a contract for the purchase of real property at 365 32 Road. The motion carried 5-1 by voice vote, with Councilmember Simpson voting No.

Council took a short break at 8:54 p.m.

The meeting resumed at 9:04 p.m.

9.a. I-70/29 Rd Interchange Discussion and Possible Direction

This agenda item was to discuss the I-70 Interchange at 29 Road in follow-up to the February 24, 2025, Joint City Council /County Commissioner meeting.

Engineering and Transportation Director Trent Prall Presented this item and was available to answer questions.

Conversation ensued regarding voter sentiment, the City's \$2.4 million in federal congressional spending and allowable uses (potential for 29 Road improvements with future expansion contingent on interchange construction), the agreement with Mesa

County, and the question of the long-term value of continuing with the design with future funding uncertainty.

The Council moved forward with the recommendation to finalize the current environmental and design study but delay decisions on further design work or additional funding until the existing study is completed.

The public comment period was opened at 9:45 p.m.

There were no public comments.

The public comment period was closed at 9:45 p.m.

Council President Pro Tem Reitz moved, and Councilmember Kennedy seconded to authorize staff to continue to work in partnership with Mesa County on the I-70 Interchange at 29 Road through CDOT/FHWA approvals and follow up for additional direction on whether to proceed with the final design. The motion carried 4-2 by roll call vote, with Councilmember Simpson and Councilmember Beilfuss voting No.

9. Non-Scheduled Comments

Comment was heard from Mike Foster.

10. Other Business

Comments were made regarding the workshop presentation on the expedited review process study and how that should remain a priority for staff.

11. Adjournment

The meeting adjourned at 9:53 p.m.

Selestina Sandoval, MMC
City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: March 19, 2025
Presented By: Thomas Lloyd, Senior Planner
Department: Community Development
Submitted By: Thomas Lloyd, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Zoning the Dixon Annexation from County RSF-2 (Residential Single Family – 2) to RL-4 (Residential Low – 4) located at 2019 South Broadway, and Setting a Hearing for April 16, 2025

RECOMMENDATION:

The Planning Commission heard this request at its March 11, 2025 meeting and voted 5-0 to recommend approval of the request.

EXECUTIVE SUMMARY:

Darryl and Carri Dixon (Applicants) are requesting a zone of annexation to RL-4 for their property located at 2019 South Broadway (Property). The approximately 2.89-acre parcel is known and referred to as the Dixon Annexation. The Property is currently single family residential. Annexation is being sought in anticipation of developing the Property with a future Minor Subdivision.

The Property is Annexable Development per the Persigo Agreement. The proposed zone district of RL-4 is consistent with the Residential Low Land Use category of the Comprehensive Plan. The request for annexation will be considered separately by City Council, but concurrently with the zoning amendment request.

BACKGROUND OR DETAILED INFORMATION:

Annexation Request

Darryl and Carri Dixon (Applicants) are requesting annexation of approximately 2.89 acres located at 2019 South Broadway (Property). The Property has one existing single-family residential home on it. The Property is Annexable Development per the Persigo Agreement. The Applicants are requesting annexation into the City in anticipation of further developing and subdividing the vacant portion of the Property.

The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30-Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – February 19, 2025
- Planning Commission considers Zone of Annexation – March 11, 2025
- Introduction of a Proposed Ordinance on Zoning by City Council – March 19, 2025
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – April 16, 2025
- Effective date of Annexation and Zoning – May 18, 2025

Zone of Annexation Request

The Applicants are proposing a zone district of RL-4. The Property is currently zoned in the County RSF-2. The proposed zone district of RL-4 is consistent with the Residential Low Land Use category of the Comprehensive Plan. The surrounding zoning is City RL-4 and County RSF-2 to the north, City R-2R to the south, County PUD to the west, and County RSF-4 to the east. Zoning will be considered by the City Council and requires review and recommendation by the Planning Commission.

The annexation area has sewer available and all other urban amenities to the property. It is located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. Tier 2 is classified as Suburban Infill. The Comprehensive Plan indicates that Annexation is appropriate in these areas for new development and redevelopment in Tier 2 areas that are directly adjacent to the City Limits of Grand Junction. Annexation and development of these parcels will provide development opportunities while minimizing the impact on infrastructure and City services.

The purpose of RL-4 zoning is to provide for single-family and two-family residential uses where adequate public facilities and services are available. The RL-4 zone district is appropriate to implement the Residential Low future land use designation and may be used as a transition between Rural Residential and the more intense zone districts. Single-family detached, single-family attached, cottage courts and duplexes are all allowed housing types in RL-4. The minimum density for RL-4 zoning is two units an acre, while the maximum density is four units an acre. With this being the case, the site could accommodate RL-4 densities from 6-11 units.

In addition to the RL-4 zoning requested by the petitioner, the following zone districts would also be consistent with the proposed Comprehensive Plan designation of Residential Low (2 to 5.5 du/acre). While RL-5 would also be an implementing zone district of Residential Low Designation, RL-4 is more consistent with the existing city and county zone districts in the surrounding area.

- a. RL-5 (Residential Low - 5)

- b. P-1 (Public, Parks and Open Space)
- c. P-2 (Public, Civic, and Institutional Campus)
- d. PD (Planned Development)

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting consistent with Section 21.02.030(c) of the Zoning and Development Code regarding the proposed Annexation and Zoning was held at Monument Presbyterian Church on August 24, 2023. The Applicant and City staff were in attendance, along with approximately 12 participants.

Notice was completed consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject properties were posted with an application sign on February 27, 2025. Mailed notice of the public hearings before the Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject properties on February 28, 2025. The notice of the Planning Commission public hearing was published on March 1, 2025, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between March 4, 2025, and March 10, 2025, through the GJSpeaks platform.

ANALYSIS

Annexation Analysis

The property is adjacent to existing city limits to the North and the South and meets all annexation requirements in the State Statutes for annexation. The property owner has signed a petition for annexation. Staff have found, based on a review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Dixon Annexation is eligible to be annexed because of compliance with the following:

- a. A proper petition has been signed by more than 50 percent of the owners and more than 50 percent of the property described.
- b. Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City Limits.
- c. A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities.
- d. The area is or will be urbanized in the near future. A portion of the property is a single-family residential home. The property has plans for a future subdivision and has existing urban utilities and services near and available to the property.
- e. The area is capable of being integrated with the City. The proposed annexation area is adjacent to the city limits along S Broadway and 20 ¼ Rd.
- f. No land held in identical ownership is being divided by the proposed annexation. The annexation consists of one property and is owned by the applicant.
- g. No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without

the owner's consent. The property is less than 20 acres in size. The petitioner has also granted consent to the City to annex this property.

Zone of Annexation Analysis

The criteria for review are set forth in Section 21.02.050(c) of the Zoning and Development Code, which provides that an applicant for a zone of annexation has the burden of producing evidence that provides each of the following criteria:

A) Consistency. The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan. The proposed rezone to RL- 4 (Residential Low 4) implements the following plan principles, goals, and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

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

Goal 2: Encourage infill and redevelopment to leverage existing infrastructure. 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. This principle supports fiscally responsible growth and annexation policies that promote a compact pattern of growth to encourage efficient use of land. Development is directed to areas where infrastructure is already present, and the City can meet and maintain its level of service targets. This zone of annexation is supported by this plan principle because it leverages existing infrastructure and is already adjacent to existing corporate limits to the north and the south.

Intensification and Tiered Growth Plan. The subject properties are located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. Tier 2 is classified as Suburban Infill. The Comprehensive Plan indicates that Annexation is appropriate in these areas for new development and redevelopment in Tier 2 areas that have direct adjacency to the City Limits of Grand Junction. Annexation and development of this parcel will provide further development opportunities while minimizing the impact on infrastructure and City Services.

Land Use Plan: Relationship to Existing Zoning

Requests to rezone the properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation in the Comprehensive Plan. As a guide to zoning changes and zones of annexation, the Comprehensive Plan states that zoning requests are required to implement the Comprehensive Plan. The requested zone of RL-4 implements the Comprehensive Plan because it is an implementing zone district of the Residential Low designation.

Therefore, Staff finds that this criterion has been met.

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

The City's Comprehensive Plan "Plan Principle 3 Responsible and Managed Growth" and the goal to "encourage infill and redevelopment to leverage existing infrastructure" supports the request to increase residential density on the subject property. The owner of the property is requesting a zone of annexation to RL-4 to accomplish this.

The subject property has sewer service and all other urban amenities to the property. The properties across South Broadway to the north are zoned City RL-4 and County RSF-2. The existing use of the RL-4 property is a place of worship and the County properties are single-family residential homes. The properties to the east are County RSF-2 and RSF-4 zoned properties used for single-family residential homes. The property to the west is zoned County PUD. The existing use on the property to the west is a winery and agricultural use with a single-family residence. RL-4 and other districts consistent with the Residential Low designation are consistent with the surrounding area as it has been traditionally developed in the County. From a high-level view, the properties in this area of the Redlands are all within a Residential Low and Rural Residential land use designation and are expected to develop at that density as they come within the City. While the City would also support the RL-5 zone district, RL-4 is more consistent with the existing surrounding RSF-4 and RSF-2 zoned properties and is an appropriate transition between Rural Residential and more intense zone districts.

As stated earlier, the subject properties are located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. Tier 2 is classified as Suburban Infill. The Comprehensive Plan indicates that annexation is appropriate in these areas for new development and redevelopment in Tier 2 areas that have direct adjacency to the City Limits of Grand Junction. Annexation and development of these parcels will provide development opportunities while minimizing the impact on infrastructure and City services and result in a logical and orderly development pattern.

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 zoning.

A rezone to RL-4 increases the amount of undeveloped land available for additional density as the area continues to attract residential development at densities needing urban and city services. Annexation and zoning of the property will provide additional land within the City limits for growth, but more specifically it will provide additional single-family and two-family residential uses where adequate public facilities are available while minimizing the effects on City services. A zone of RL-4 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.

FINDINGS OF FACT AND STAFF RECOMMENDATION

After reviewing the Dixon Zone of Annexation, ANX-2023-690 request for the property located at 2019 Broadway from County RSF-2 (Residential Single Family – 2) to RL-4 (Residential Low – 4), the following findings of fact have been made:

The request has met the criteria identified in Section 21.02.050(c) of the Zoning and Development Code.

Therefore, the Planning Commission unanimously recommended approval of the request.

FISCAL IMPACT:

Engineering and Transportation / General Services

The annexation takes in the south half of 336 feet of South Broadway, which has historically been maintained by Mesa County with a pavement condition index (PCI) between 50 and 60. There are no curb and gutter or storm drain facilities, and there are no street lights. Street sweeping and minimal storm drain maintenance in the borrow ditch are estimated at \$100 per year. An asphalt overlay of the 3700 square feet of pavement surface on South Broadway is anticipated within five years and is estimated at \$10,000.

Fire

Fire protection and emergency response facilities are adequate to serve the type and scope of the land use proposed. Fire Station #5 at 2155 Broadway provides the primary response to this area, and Fire Station #1 at 620 Pitkin and Fire Station #3 at 582 25 ½ Road both provide a secondary response. The annexation area falls within the four-minute travel time of the primary response station. Overall response time should be within National Fire Protection Association guidelines unless the primary station is on other calls for service. The recommended zoning of City RL-4 is not predicted to add substantially to the current fire and EMS incident load, and Fire Station #5 has the capacity to meet the additional incidents that could be generated by this annexation and zoning change. Depending on the intended occupancy and use, the RL-4 zoning will potentially increase the need for fire prevention services such as plan review, inspections, and possibly higher call volume. Specific occupancy and use information would be needed to evaluate fire prevention services accurately.

Utilities

Water and sewer services are available to this property. This property is within the Ute Water District service area. No impacts to City Water. The property is currently within the Persigo 201 Sewer Service Area and currently has a sewer tap. No impacts resulting from the annexation.

SUGGESTED MOTION:

I move to introduce an ordinance zoning the Dixon Annexation from County RSF-2 (Residential Single Family – 2) to RL-4 (Residential Low – 4) located at 2019 South Broadway, authorize publication in pamphlet form, and set a public hearing for April 16, 2025.

Attachments

1. Development Application
2. Dixon Annexation Plat
3. Site Maps
4. Dixon Annexation Schedule
5. Planning Commission Minutes - 2025 - March 11 - DRAFT
6. ORD - Dixon ZoA 20250312

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: Annexation/Zone of Annexation

Please fill in blanks below <u>only</u> for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:	
Existing Land Use Designation: _____	Existing Zoning: <u>RSF2</u>
Proposed Land Use Designation: _____	Proposed Zoning: <u>RSF4</u>

Property Information

Site Location: 2019 S Broadway, GJ, CO 81507

Site Acreage: 2.69

Site Tax No(s): 2947-223-00-162

Site Zoning: RSF2

Project Description: Annex property into City of Grand Junction and change zoning from RSF2 to RSF4 this will be concurrent with subdivision application to follow.

Property Owner Information

Name: Darryl Dixon

Street Address: 2019 S Broadway

City/State/Zip: Grand Jct, Co 81507

Business Phone #: 970-208-7250

E-Mail: darrylsellsgj@gmail.com

Fax #: _____

Contact Person: Darryl Dixon

Contact Phone #: 970-208-7250

Applicant Information

Name: Same

Street Address: _____

City/State/Zip: _____

Business Phone #: _____

E-Mail: _____

Fax #: _____

Contact Person: _____

Contact Phone #: _____

Representative Information

Name: n/a

Street Address: _____

City/State/Zip: _____

Business Phone #: _____

E-Mail: _____

Fax #: _____

Contact Person: _____

Contact Phone #: _____

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: _____

DARRYL DIXON

Please print and sign

Date: 10-17-23

Signature of Legal Property Owner: _____

DARRYL DIXON

Please print and sign

Date: 10-17-23

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Darryl Dixon, am the owner of the following real property:

(b) E2 NW4 SW4 SEC 22 11S 101W EXC S 998.6FT + EXC N 208.72FT OF E 208.72FT + EXC BEG 464FT W OF NE COR OF NW4 SW4 SD SEC 22 S 170FT W 108FT N 170FTE TO BEG + EXC E 25FT FOR ROAD ROW

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

I am the sole owner of the property.

I own the property with other(s). The other owners of the property are (c):

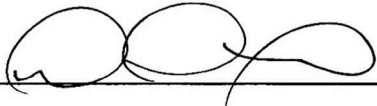
Carri Dixon

I have reviewed the application for the (d) Annexation and Zoning pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) 2013 S Broadway will be given an easement for use of property behind her fence.

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed: 

Printed name of owner: Darryl Dixon

State of Colorado)

County of Mesa) ss.


Subscribed and sworn to before me on this 12th day of October, 2023

by Darryl Dixon

Witness my hand and seal.

My Notary Commission expires on 10/01/2024

RONNA LEE ADAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20204034240
My Commission Expires October 1, 2024


Notary Public Signature

After Recording Return to:
Darryl Dixon

Doc Fee: \$38.50

WARRANTY DEED

This Deed, made August 21, 2014, Between Stan E. Sammons and Judith E. Sammons of the County Mesa, State of COLORADO, grantor(s) and Darryl Dixon and Carri Dixon, as Joint Tenants whose legal address is 2019 S Broadway, Grand Junction, CO 81507 County of Mesa, and State of COLORADO, grantee. WITNESS, That the grantor, for and in the consideration of the sum of THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND NO/100'S (\$385,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, State of COLORADO described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 2019 S Broadway, Grand Junction, CO 81507

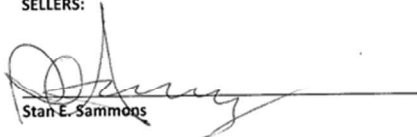
TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, 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 of nature so ever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 (Title Review) of the contract dated July 15, 2014, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLERS:


Stan E. Sammons

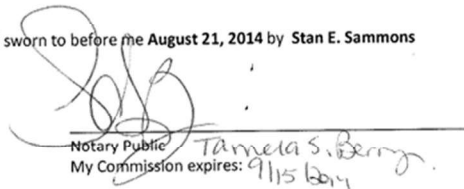

Judith E. Sammons

STATE OF COLORADO
COUNTY OF MESA

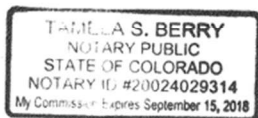
}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me August 21, 2014 by Stan E. Sammons and Judith E. Sammons.

Witness my hand and official seal.


Notary Public Tameela S. Berry
My Commission expires: 9/15/2018

Wdcorp



ESCROW NO. 598-H0407246-097-NMC



RECEPTION #: 2700115, BK 5635 PG 509 08/27/2014 at 08:28:11 AM, 2 OF 2, R
\$15.00 S \$1.00 D \$38.50 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

Exhibit A

. parcel of land situated in the E1/2 of the NW1/4 of the SW1/4 of Section 22, Township 11 South, Range 101 West of the 6th Principal Meridian,
being more particularly described as follows:

beginning at a point from which the Northeast Corner of said E1/2 bears North 00°09'20" West 208.72 feet;
hence South 00°09'20" East 85.28 feet;
hence South 89°37'40" West 655.45 feet;
hence North 00°10'00" East 294.00 feet;
hence North 89°37'40" East 80.00 feet;
hence South 00°10'00" West 170.00 feet;
hence North 89°37'40" East 108.00 feet;
hence North 00°10'00" East 170.00 feet;
hence North 89°37'40" East 257.17 feet;
hence South 00°09'20" East 208.72 feet;
hence North 89°37'40" East 208.72 feet, more or less, to the Point of Beginning;
EXCEPT that portion thereof conveyed to Mesa County by instrument recorded October 22, 1975 in Book 1049 at Page 643.

County of Mesa, State of Colorado

RECORDER'S NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

DARRYL DIXON, of lawful age, being first duly sworn, upon oath, deposes and says:

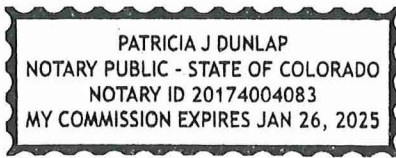
That he is the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

[Handwritten Signature]

Subscribed and sworn to before me this 22 day of November, 2024.

Witness my hand and official seal.



[Handwritten Signature]
Notary Public

250 N 5th St Grand Junction, CO 81501
Address

My commission expires: Jan 26, 2025

**DIXON ANNEXATION
PETITION FOR ANNEXATION**

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described parcels to the said City:

GENERAL LOCATION: 2019 South Broadway, Grand Junction, CO 81507
Tax ID #: 2947-223-00-162

See attached Exhibit A

This foregoing description describes the parcels; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Dixon Annexation."

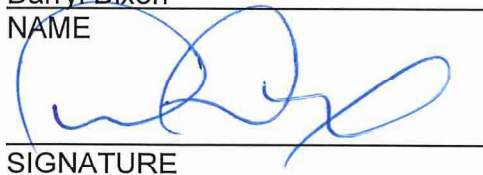
As grounds therefore, the petitioner respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limit lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of the signer and the date of signature are set forth hereafter opposite the name of the signer, and that the legal description of the property owned by the signer of said petition is attached hereto.

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

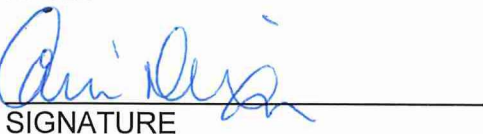
Darryl Dixon
NAME


SIGNATURE

2019 S. Broadway, Grand Junction, CO 81507
ADDRESS

11/22/24
DATE

Carri Dixon
NAME


SIGNATURE

2019 S. Broadway, Grand Junction, CO 81507
ADDRESS

11/22/24
DATE

(Dixon Annexation Petition)

Exhibit A

Legal Description

A parcel of land situated in the Northwest Quarter of the Southwest Quarter of Section 22, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Center-West Sixteenth Corner of said Section 22 from whence the West Quarter Corner of said Section 22 bears N89°29'39"W a distance of 1306.69 feet for a Basis of Bearings, all bearings herein related thereto; thence N89°29'39"W along the North line of the Northwest Quarter of the Southwest Quarter of said Section 22 a distance of 208.72 feet to the Point of Beginning; thence S0°47'32"W a distance of 30.00 feet; thence N89°29'39"W a distance of 43.19 feet; thence S31°48'22"E a distance of 80.17; thence S0°47'32"W a distance of 90.34 feet; thence S88°00'55"E a distance of 46.20 feet; thence N77°34'41"E a distance of 13.96 feet; thence S43°00'13"E a distance of 16.54 feet; thence S47°43'49"E a distance of 15.86 feet; thence S89°29'39"E a distance of 100.60 feet; thence S0°47'32"W a distance of 85.26 feet; thence N89°27'15"W a distance of 629.86 feet; thence N1°05'23"E a distance of 293.56 feet; thence S89°29'39"E a distance of 81.34 feet; thence S0°47'32"W a distance of 30.00 feet; thence S89°29'39"E a distance of 1.46 feet; thence S1°28'04"W a distance of 45.13 feet; thence S2°57'16"W a distance of 45.05 feet; thence S1°42'56"W a distance of 66.10 feet; thence S88°33'18"E a distance of 87.48 feet; thence S89°35'52"E a distance of 23.79 feet; thence N0°32'14"E a distance of 72.11 feet; thence N0°10'11"E a distance of 65.84 feet; thence N0°20'45"W a distance of 19.67 feet; thence N0°47'32"E a distance of 30.00 feet; thence S89°29'39"E a distance of 255.28 feet to the Point of Beginning.

Said parcel contains 2.89 acres as described.

Above legal description written by:

Patrick W. Click

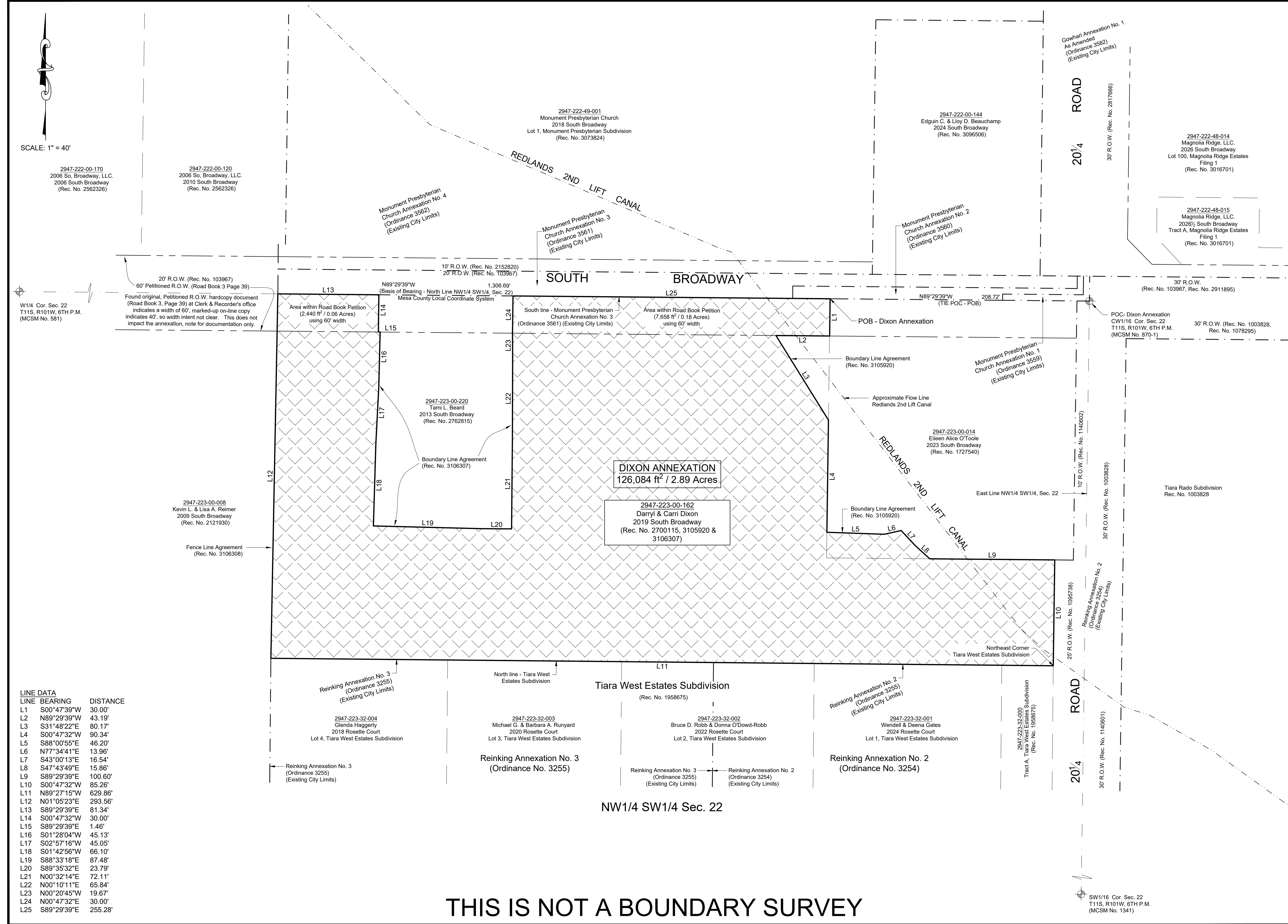
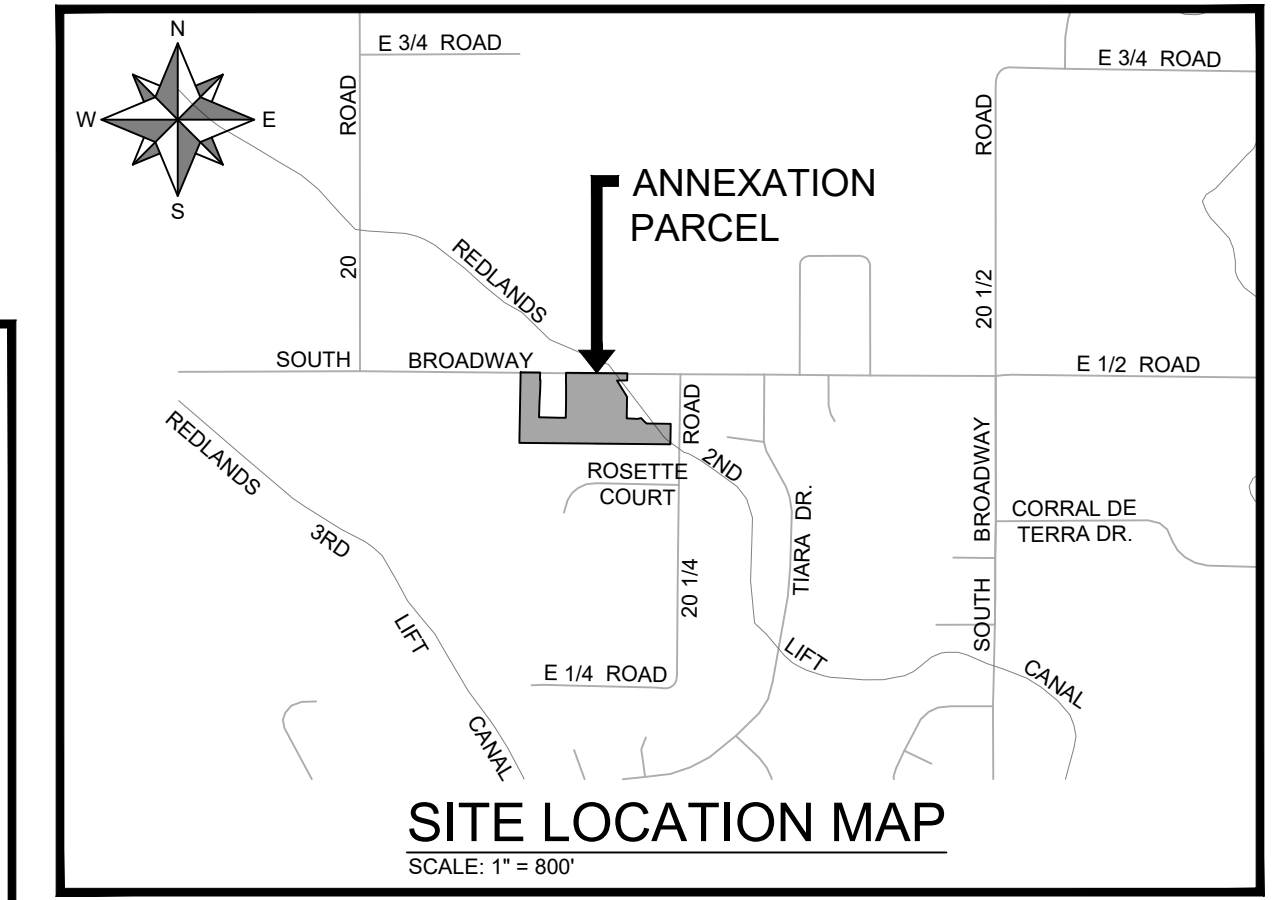
Colorado registered Professional Surveyor No. 37904

3194 Mesa Avenue Unit B

Grand Junction, Colorado 81504

DIXON ANNEXATION

Located in the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) Section 22,
Township 11 South, Range 101 West, 6th Principal Meridian, County of Mesa, State of Colorado



LEGAL DESCRIPTION

A parcel of land located in the northwest quarter of the southwest quarter (NW1/4SW1/4) of Section 22, Township 11 South, Range 101 West, 6th Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the center west sixteenth (CW1/16) corner of said Section 22, whence the west quarter (W1/4) corner of said Section 22 bears N89°29'39"W, a distance of 1,306.69 feet to a Basis of Bearings; thence from said Point of Commencement N89°29'39"W, a distance of 208.72 feet along the north line of said NW1/4SW1/4 of Section 22 to the northwest corner of a parcel of land described in Reception Number 1727540 being a point on the south line of Monument Presbyterian Church Annexation No. 2 (Ordinance 3560) being the Point of Beginning;

thence S00°47'39"W, a distance of 30.00 feet to a point the boundary line agreement as recorded at Reception Number 3105920; thence the following two (2) courses along said agreement; 1) N89°29'39"W, a distance of 43.19 feet; 2) S31°48'22"E, a distance of 80.17 feet to a point on the west line of said Reception Number 1727540; thence S00°47'32"W, a distance of 90.34 feet along said west line to a point on said agreement as recorded at Reception Number 3105920; thence the following four (4) courses along said agreement; 1) S88°00'55"E, a distance of 46.20 feet; 2) N77°34'41"E, a distance of 13.96 feet; 3) S43°00'13"E, a distance of 16.54 feet; 4) S47°43'49"E, a distance of 15.86 feet to a point on the south line of said Reception Number 1727540; thence S89°29'39"E, a distance 100.60 feet along said south line to a point on the boundary of Reinking Annexation No. 2 (Ordinance 3254); thence S00°47'32"W, a distance of 85.26 feet along said boundary of Reinking Annexation No. 2 to the northeast corner of Tiara West Estates Subdivision as recorded at Reception Number 1958675; thence N89°27'15"W, a distance of 629.86 feet along the north line of said subdivision and the boundaries of said Reinking Annexation No. 2 and Reinking Annexation No. 3 (Ordinance 3255) to the northwest corner of said subdivision; thence N01°05'23"E, a distance of 293.56 feet along the east boundary of a parcel of land as recorded at Reception Number 2121930 to a point on said north line of the NW1/4SW1/4 of Section 22; thence S89°29'39"E, a distance of 81.34 feet along said north line and the boundary of Monument Presbyterian Church Annexation No. 3 (Ordinance No. 3561) to the northwest corner of a parcel of land described in Reception Number 2762815; thence S00°47'32"W, 30.00 feet to a point on the boundary line agreement recorded at Reception Number 3106307; thence the following nine (9) courses along the perimeter of said agreement: 1) S89°29'39"E, 1.46 feet; 2) S01°28'04"W, 45.13 feet; 3) S02°57'16"W, 45.05 feet; 4) S01°42'56"W, 66.10 feet; 5) S88°33'18"E, 87.48 feet; 6) S89°35'32"E, 23.79 feet; 7) N00°32'14"E, 72.11 feet; 8) N00°10'11"E, 65.84 feet; 9) N00°20'45"W, 19.67 feet to the boundary of said Reception Number 2762815; thence N00°47'32"E, 30.00 feet to the northeast corner of said Reception Number 2762815; thence S89°29'39"E, a distance of 255.28 feet along said north line of the NW1/4SW1/4 of Section 22 also being the boundary of said Monument Presbyterian Church Annexation No. 2 and No. 3 to the Point of Beginning.

Said parcel of land containing **126,084** square feet or **2.89** acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	2,268.80 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	1,051.74 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	126,084 FT ²	EXISTING ANNEXATION LIMITS	
AREA IN ACRES	2.89 AC.		
AREA WITHIN R.O.W.	10,098 FT ²		
	0.23 AC.		
AREA WITHIN DEEDED R.O.W.	0.00 FT ²		
	0.00 AC.		

SURVEY ABBREVIATIONS			
POC	POINT OF COMMENCEMENT	R	RANGE
POB	POINT OF BEGINNING	NO.	NUMBER
R.O.W.	RIGHT OF WAY	REC.	RECEPTION
SEC.	SECTION	FT ² /FT	SQUARE FEET/FEET
T	TOWNSHIP	MCSM	MESA CO. SURVEY MONUMENT
AC.	ACRES		

ORDINANCE NO.
XXXX

EFFECTIVE DATE
XX/XX/20XX

NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

RENEE BETH PARENT
STATE OF COLORADO - P.L.S. NO. 38266
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501

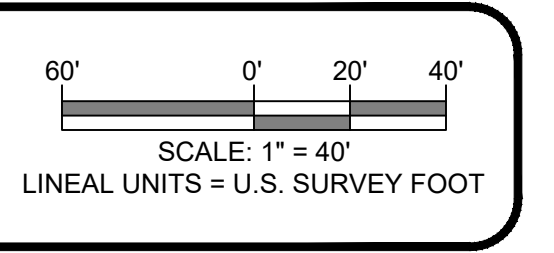
LINE DATA

LINE	BEARING	DISTANCE
L1	S00°47'39"W	30.00'
L2	N89°29'39"W	43.19'
L3	S31°48'22"E	80.17'
L4	S00°47'32"W	90.34'
L5	S88°00'55"E	46.20'
L6	N77°34'41"E	13.96'
L7	S43°00'13"E	16.54'
L8	S47°43'49"E	15.86'
L9	S89°29'39"E	100.60'
L10	S00°47'32"W	85.26'
L11	N89°27'15"W	629.86'
L12	N01°05'23"E	293.56'
L13	S89°29'39"E	81.34'
L14	S00°47'32"W	30.00'
L15	S89°29'39"E	1.46'
L16	S01°28'04"W	45.13'
L17	S02°57'16"W	45.05'
L18	S01°42'56"W	66.10'
L19	S88°33'18"E	87.48'
L20	S89°35'32"E	23.79'
L21	N00°32'14"E	72.11'
L22	N00°10'11"E	65.84'
L23	N00°20'45"W	19.67'
L24	N00°47'32"E	30.00'
L25	S89°29'39"E	255.28'

THIS IS NOT A BOUNDARY SURVEY

NOTICE:
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER 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.

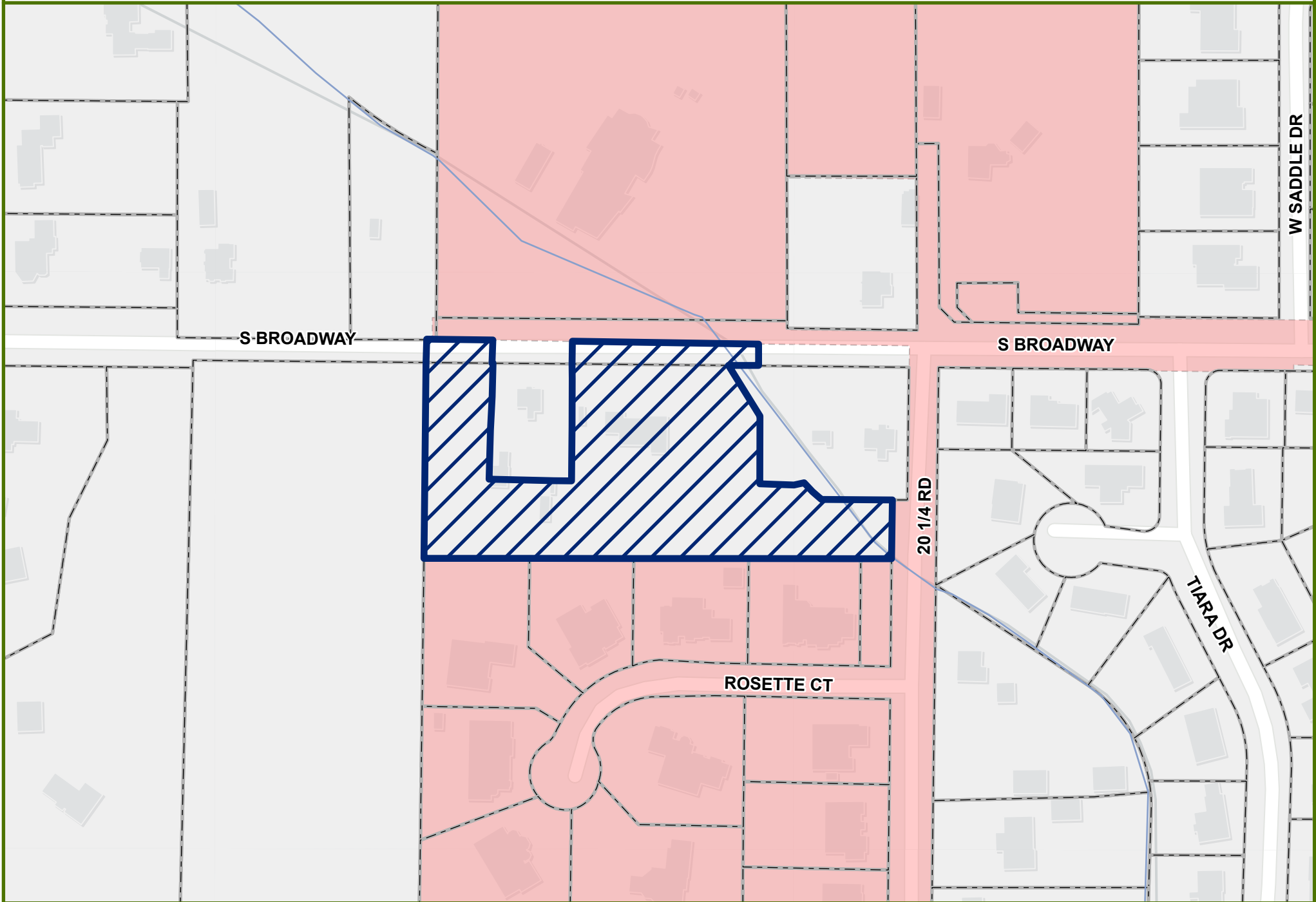
DRAWN BY: NCW DATE: 12/2024
REVIEWED BY: RBP DATE: 12/2024
CHECKED BY: ABL DATE: 12/2024
APPROVED BY: RBP DATE: 12/2024



Engineering & Transportation Department
244 North 7th Street - Grand Junction, CO. 81501
(970) 256-4003

DIXON ANNEXATION
Located in the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4)
Section 22, Township 11 South, Range 101 West, 6th Principal Meridian,
County of Mesa, State of Colorado

Dixon Annexation

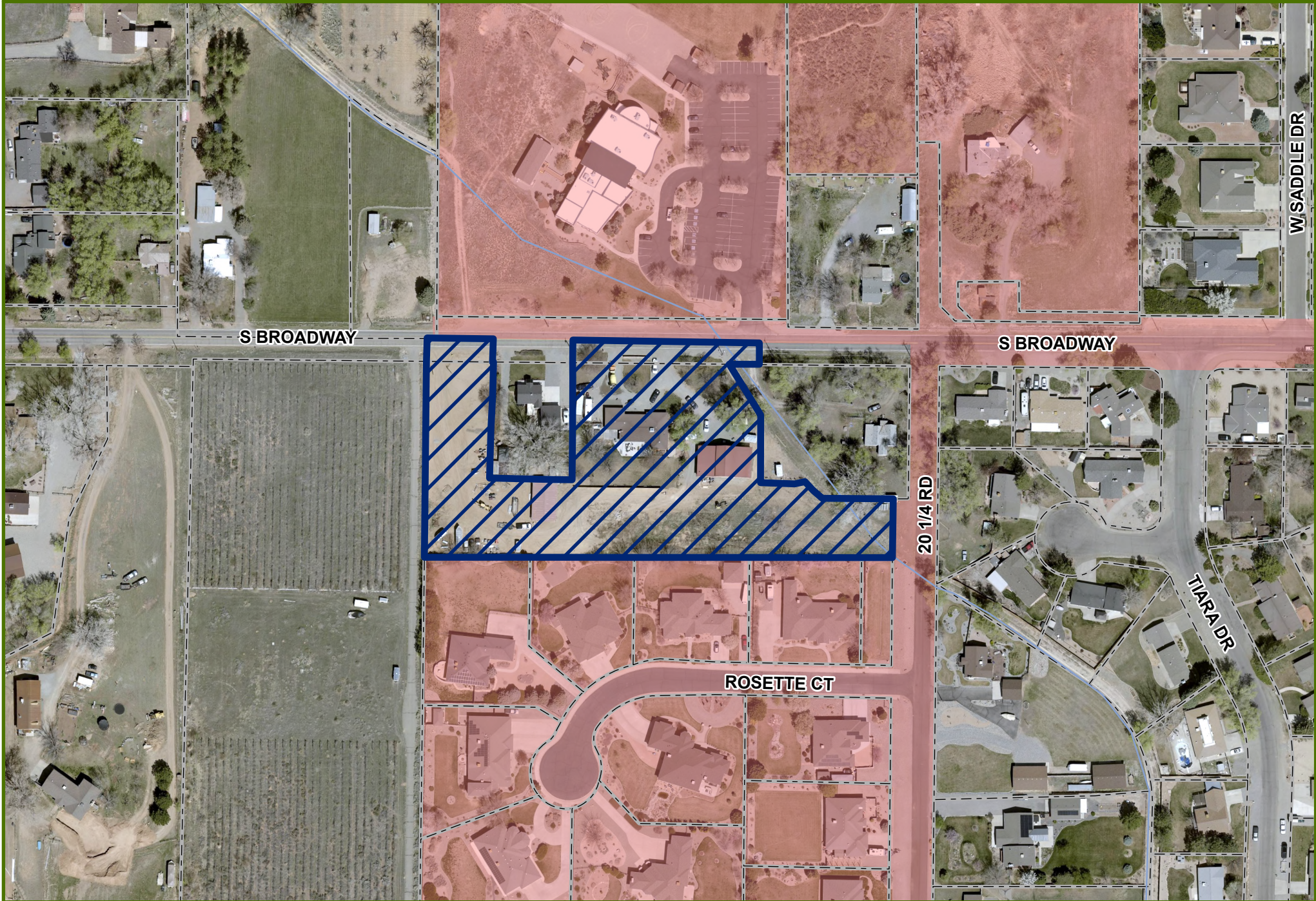


0 50 100 200 Feet

 Annexation Site

 City Limits

Dixon Annexation

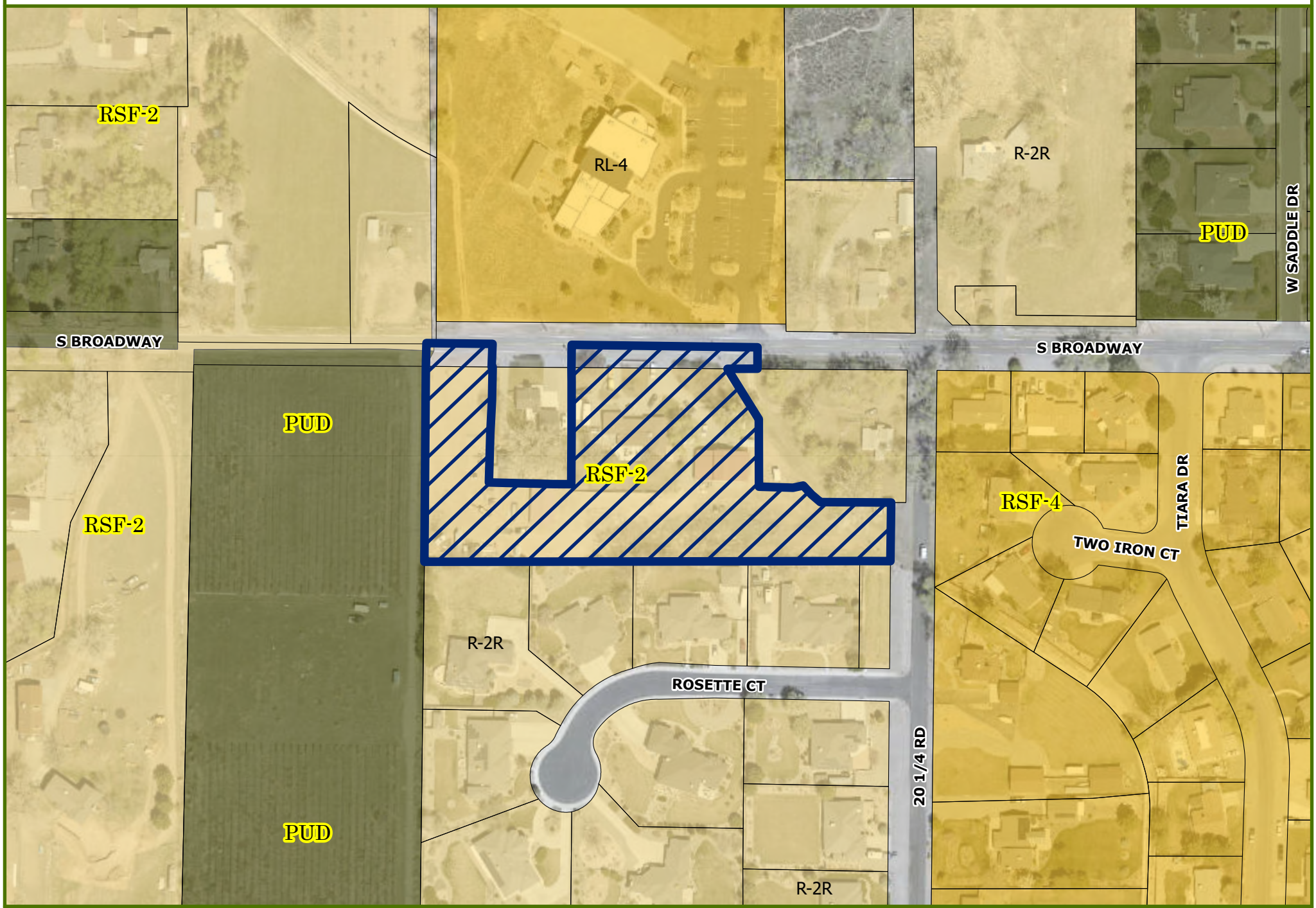


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 Annexation Site

 City Limits

Dixon Annexation - Zoning



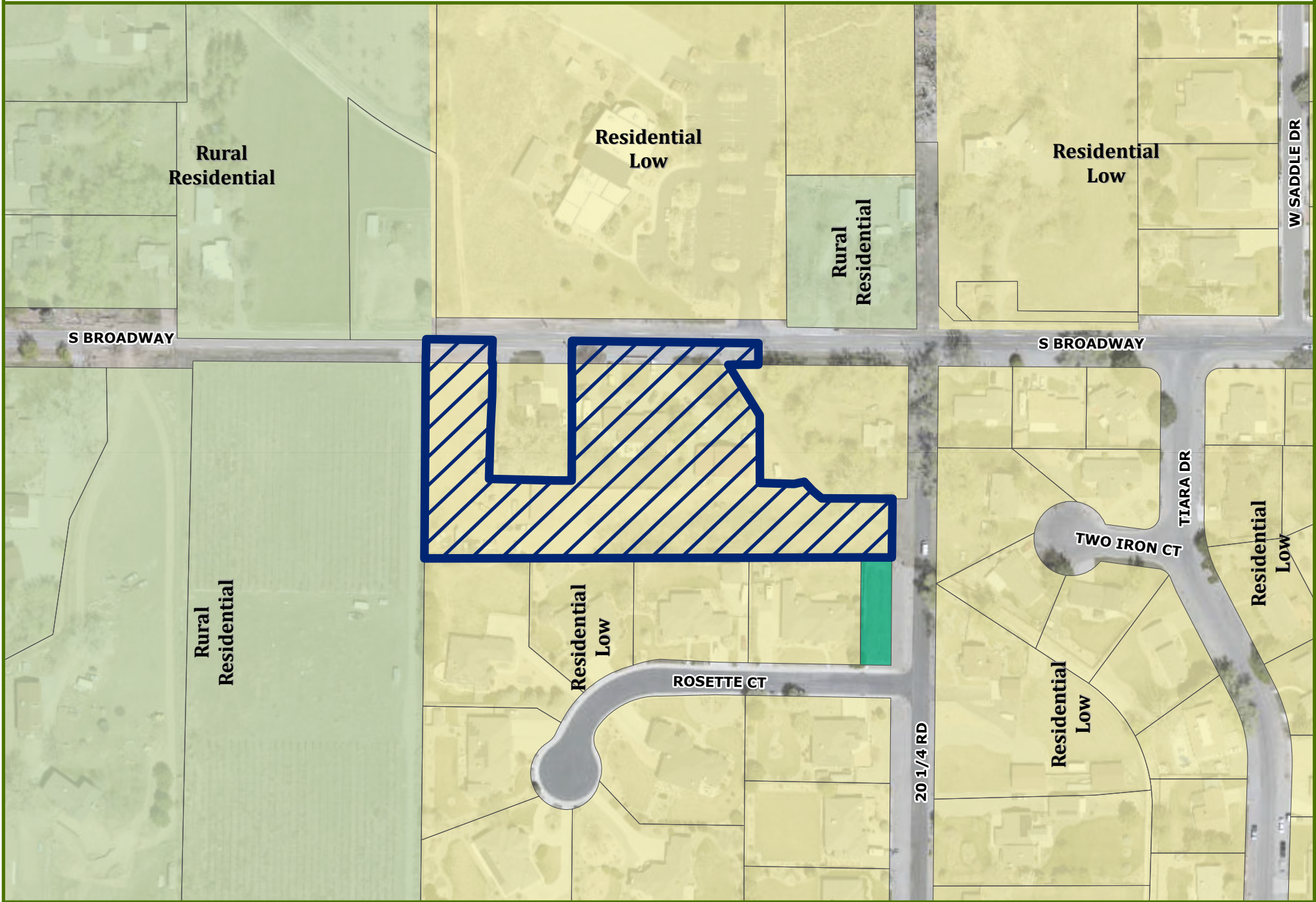
 Annexation

City Zoning

County Zoning

Date Created: 2/7/2025

Dixon Annexation - Land Use



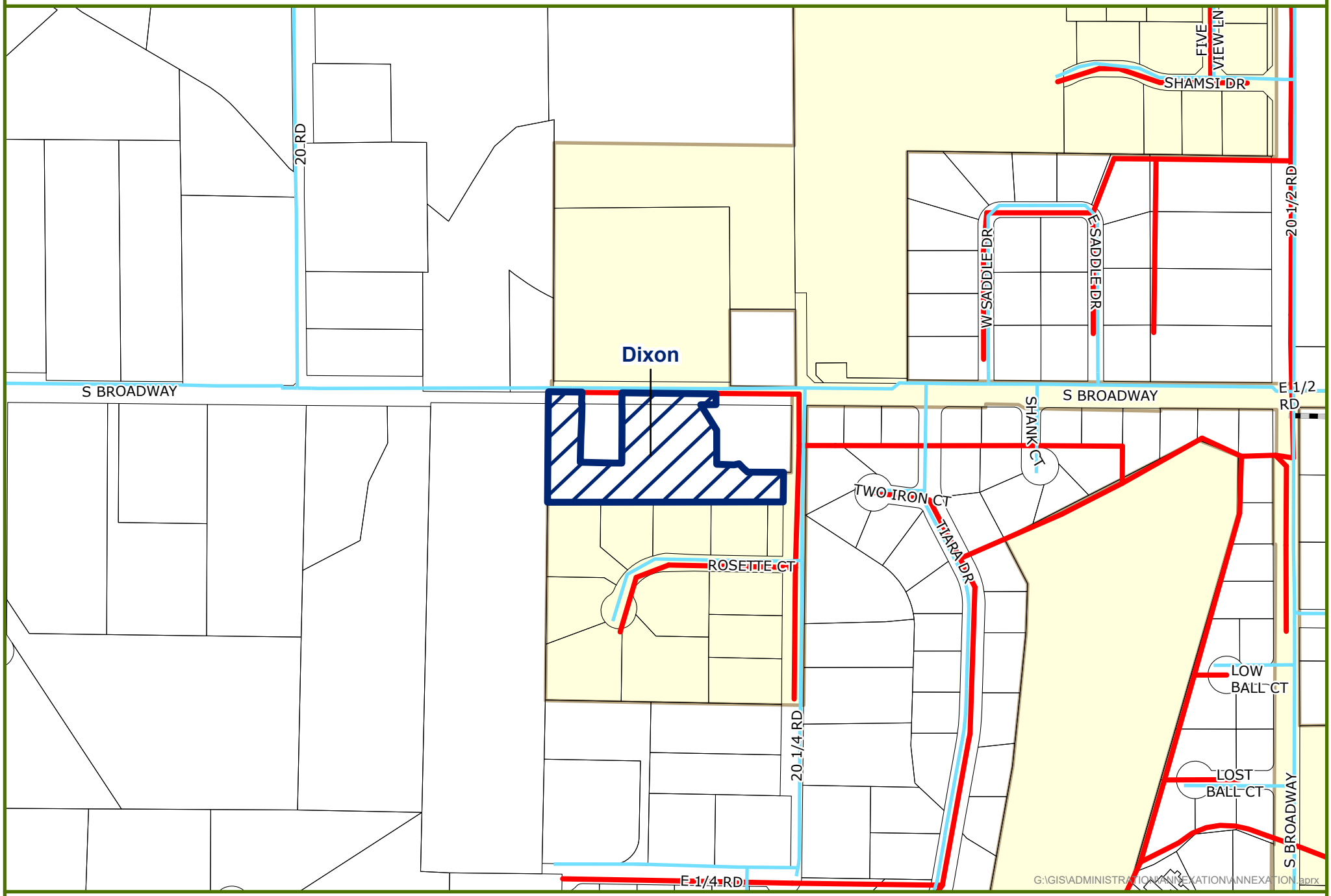
0 50 100 200 Feet

 Annexation Site
Packet Page 36

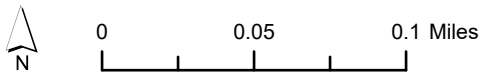
Date Created: 2/7/2025



Dixon Annexation - Utilities



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- UTE WATER
- SEWER
- NON-CITY FIBER
- CITY LIMITS

Date Created: 2/7/2025



ANNEXATION SCHEDULE & SUMMARY WORKSHEET				
February 19, 2025		Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
March 11, 2025		Planning Commission Considers Zone of Annexation		
March 16, 2025		City Council Intro Proposed Zoning Ordinance		
April 16, 2025		City Council Accept Petition/Annex and Zoning Public Hearing		
May 18, 2025		Effective date of Annexation and Zoning		
ANNEXATION SUMMARY				
File Number		ANX-2023-690		
Location		2019 S. Broadway		
Tax ID Number(s)		2947-223-00-162		
Number of Parcel(s)		1		
Existing Population		2		
No. of Parcels Owner Occupied		1		
Number of Dwelling Units		1		
Acres Land Annexed		2.89 Acres		
Developable Acres Remaining		1.5 Acres		
Right-of-way in Annexation		.23 Acres		
Previous County Zoning		RSF-2		
Proposed City Zoning		R-4		
Surrounding Zoning:		North:	RL-4 / RSF-2	
		South:	R-2R	
		East:	PUD	
		West:	RSF-R	
Current Land Use		Single Family Residential		
Proposed Land Use		Single Family Residential		
Surrounding Land Use:		North:	Residential Low / Rural Residential	
		South:	Residential Low	
		East:	Residential Low	
		West:	Rural Residential	
Comprehensive Plan Designation:		Residential Low		
Zoning within Comprehensive Plan Designation:		RI-4	RL-5	P-1 P-2
Values:		Assessed	\$ 62,570	
		Actual	\$895,420	
Address Ranges		2011, 2015, 2017, 2019, 2021 S. Broadway & 525 20 ¼ Rd		
Special Districts:		Water	Ute	
		Sewer	City	
		Fire	GJ Rural Fire Protection District	
		Irrigation/Drainage	Redlands Water & Power	
		School	District 51	
		Pest	Grand River Mosquito District	

GRAND JUNCTION PLANNING COMMISSION
March 11, 2025, 5:30 PM
MINUTES

As Chairman Teske was absent, the Commission elected Commissioner Weckerly to act as chair for this meeting.

The meeting of the Planning Commission was called to order at 5:30 p.m. by Commissioner Weckerly.

Those present were Planning Commissioners; Kim Herek, Shanon Secrest, Ian Moore, and Robert Quintero.

Also present were Niki Galehouse (Planning Manager), Thomas Lloyd (Senior Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 3 members of the public in attendance, and 0 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from February 11, 2025.

Commissioner Secrest moved to approve the Consent Agenda.

Commissioner Quintero seconded; motion passed 5-0.

REGULAR AGENDA

1. Dixon Zone of Annexation

ANX-2023-690

Consider a request by Darryl and Carri Dixon to zone 2.89 acres from County RSF-2 (Residential Single Family – 2) to RL-4 (Residential Low – 4 du/ac) located at 2019 S Broadway.

Staff Presentation

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

Questions for Staff

Commissioner Moore asked for clarification on what was being requested with this proposal.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, March 4, 2025, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 5:52 p.m. on March 11, 2025.

There was no additional discussion among the staff or commissioners.

The public hearing was closed a 5:52 p.m. on March 11, 2025.

Discussion

The Commissioners discussed an email that had been received by a neighbor regarding their concerns over increased density. They commented on the City's need for more housing, the viability of the property for annexation given surrounding services, and the request being for the lower density of the two implementing zone districts of the Residential Low land use designation (RL-4 vs. RL-5).

Motion and Vote

Commissioner Herek noted for the record that the notification dates were missing from the staff report.

Niki Galehouse noted for the record what the dates were for the public hearing and that the dates would be added to the staff report in advance of the City Council hearing.

Jamie Beard noted for the record that because the dates were noted and would be corrected in the staff report, the Commission could still make a motion on this item.

Commissioner Moore made the following motion "Mrs. Chairman, on the Zone of Annexation request for the property located at 2019 S Broadway, 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 Quintero seconded; motion passed 5-0.

OTHER BUSINESS

Niki Galehouse requested to be notified if any of the Commissioners would not be attending the next workshop.

ADJOURNMENT

Commissioner Secrest moved to adjourn the meeting.

The vote to adjourn was 5-0.

The meeting adjourned at 5:59 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE ZONING DIXON ANNEXATION TO RL-4 (RESIDENTIAL LOW - 4) ZONE DISTRICT

THE DIXON ANNEXATION IS LOCATED AT 2019 SOUTH BROADWAY, GRAND JUNCTION, COLORADO BEING COMPRISED OF APPROXIMATELY 2.89 ACRES

Recitals:

The property owners have petitioned to annex their 2.89 acres into the City limits. The annexation is referred to as the “Dixon Annexation”.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code (Code), the Grand Junction Planning Commission recommended zoning the Dixon Annexation RL-4 (Residential Low – 4) from County RSF-2 (Residential Single Family – 2) finding that the City RL-4 zone district conforms with the designation of Residential Low as shown on the Land Use Map of the Comprehensive Plan and conforms with land uses located in the surrounding area.

After notice and public hearing, the Grand Junction City Council finds that the RM-8 (Residential Medium – 8) zone district, is in conformance with at least one of the stated criteria of Section 21.02.050(1)(3)(ii) of the Grand Junction Zoning & Development Code for the parcel as designated.

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

The foregoing Recitals are incorporated herein and therefore that the DIXON ANNEXATION, comprised of the following parcel in the City of Grand Junction Colorado is hereby duly and lawfully zoned RL-4 as described and depicted as follows:

DIXON ANNEXATION
Perimeter Boundary Legal Description
EXHIBIT A

Dixon Annexation Legal Description

A parcel of land located in the northwest quarter of the southwest quarter (NW1/4SW1/4) of Section 22, Township 11 South, Range 101 West, 6th Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the center west sixteenth (CW1/16) corner of said Section 22, whence the west quarter (W1/4) corner of said Section 22 bears N89°29'39"W, a distance of 1,306.69 feet for a Basis of Bearings; thence from said Point of Commencement N89°29'39"W, a distance of 208.72 feet along the north line of said NW1/4SW1/4 of Section 22 to the northwest corner of a parcel of land described in Reception Number 1727540 being a point on the south line of Monument Presbyterian Church Annexation No. 2 (Ordinance 3560) being the Point of Beginning;

thence S00°47'39"W, a distance of 30.00 feet to a point the boundary line agreement as recorded at Reception Number 3105920; thence the following two (2) courses along said agreement; 1) N89°29'39"W, a distance of 43.19 feet; 2) S31°48'22"E, a distance of 80.17 feet to a point on the west line of said Reception Number 1727540; thence S00°47'32"W, a distance of 90.34 feet along said west line to a point on said agreement as recorded at Reception Number 3105920; thence the following four (4) courses along said agreement; 1) S88°00'55"E, a distance of 46.20 feet; 2) N77°34'41"E, a distance of 13.96 feet; 3) S43°00'13"E, a distance of 16.54 feet; 4) S47°43'49"E, a distance of 15.86 feet to a point on the south line of said Reception Number 1727540; thence S89°29'39"E, a distance 100.60 feet along said south line to a point on the boundary of Reinking Annexation No. 2 (Ordinance 3254); thence S00°47'32"W, a distance of 85.26 feet along said boundary of Reinking Annexation No. 2 to the northeast corner of Tiara West Estates Subdivision as recorded at Reception Number 1958675; thence N89°27'15"W, a distance of 629.86 feet along the north line of said subdivision and the boundaries of said Reinking Annexation No. 2 and Reinking Annexation No. 3 (Ordinance 3255) to the northwest corner of said subdivision; thence N01°05'23"E, a distance of 293.56 feet along the east boundary of a parcel of land as recorded at Reception Number 2121930 to a point on said north line of the NW1/4SW1/4 of Section 22; thence S89°29'39"E, a distance of 81.34 feet along said north line and the boundary of Monument Presbyterian Church Annexation No. 3 (Ordinance No. 3561) to the northwest corner of a parcel of land described in Reception Number 2762815; thence S00°47'32"W, 30.00 feet to a point on the boundary line agreement recorded at Reception Number 3106307; thence the following nine (9) courses along the perimeter of said agreement: 1) S89°29'39"E, 1.46 feet 2) S01°28'04"W, 45.13 feet 3) S02°57'16"W, 45.05 feet 4) S01°42'56"W, 66.10 feet 5) S88°33'18"E, 87.48 feet 6) S89°35'32"E, 23.79 feet 7) N00°32'14"E, 72.11 feet 8) N00°10'11"E, 65.84 feet 9) N00°20'45"W, 19.67 feet to the boundary of said Reception Number 2762815; thence N00°47'32"E, 30.00 feet to the northeast corner of said Reception Number 2762815; thence S89°29'39"E, a distance of 255.28 feet along said north line of the NW1/4SW1/4 of Section 22 also being the boundary of said Monument Presbyterian Church Annexation No. 2 and No. 3 to the Point of Beginning.

Said parcel of land containing 126,084 square feet or 2.89 acres, more or less.

INTRODUCED on first reading this 19th day of March 2025 and ordered published in pamphlet form.

ADOPTED on second reading this ____ day of _____, 2025 and ordered published in pamphlet form.

Abram Herman
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk

DRAFT



Grand Junction City Council

Workshop Session

Item #2.a.ii.

Meeting Date: March 19, 2025
Presented By: John Gargas, Tamra Allen, Community Development Director
Department: Community Development
Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

Introduction of an Ordinance for an Agreement Committing City Funding for the Liberty Apartments by Aspire Residential, LLC, and Setting a Public Hearing for April 2, 2025

EXECUTIVE SUMMARY:

Aspire Residential LLC (“Developer”), represented by John Gargas, has requested the City’s assistance in funding a 192-unit apartment complex called Liberty Apartments located at 2651 Stacy Drive. The Developer revised their request in advance of the November 20 meeting to include city participation in Phase 1 of the project, including 72 units and the city’s funding for land acquisition, ditch relocation, and fee payments in the amount of \$885,531

The City Council previously discussed funding requests for both phases of the project (Phase 1 and Phase 2) at the August 19 and November 4 workshops. On November 20, 2024, the Council approved resolution 83-24, committing \$885,531 in funding to Phase 1 of the project.

BACKGROUND OR DETAILED INFORMATION:

Aspire Residential LLC (“Developer”), represented by John Gargas, has requested that the City assist in funding a 192-unit apartment complex called Liberty Apartments located at 2651 Stacy Drive. The letter requesting contribution to the funding of the project is attached. The Developer is proposing to construct the units in two phases, with 72 units to be completed by June 2026 and 120 units to be completed by April 2028. The Developer was originally seeking to develop the project as a Low-Income Housing Tax Credit (LIHTC) project. However, the more favorable Qualified Census Tract (QCT) designation expired. The Developer is now proposing the project be rent-restricted using either the Proposition 123 Equity program or Concessionary Debt. These programs require either:

- Prop. 123 Equity: Rental rates at 90 percent AMI Average for all units for a period of 30 years
- Prop. 123 Concessionary Debt: 20 percent of units (38) at 80 percent AMI for a period of 30 years.

If Aspire successfully secures funding for the project using either of these competitive Prop. 123 funding sources, the units will count towards the City's Prop. 123 commitment so long as they are permitted prior to December 31, 2026. The city's Proposition 123 commitment includes creating 375 affordable units for the 3-year period.

The Developer initially requested a total contribution from the City of \$1,723,186, of which \$715,000 would purchase the land, \$625,248 would pay the project's impact fees, and \$382,938 would go toward relocating a drainage ditch on the property. In advance of a November 20 Council Meeting, the Developer revised the request to Phase 1 of the project, which is proposed to include 72 units. The proposed agreement includes payment by the City to the Developer of \$382,938 at the time of ditch relocation completion and the remaining \$502,593 at the time of delivery (Certificate of Occupancy) of 72 units. The proposed agreement is attached for review.

The City's approved 2025 budget already includes an appropriation of \$344,637 from the 201 Sales Tax Fund for the project.

The property lies within the City's Redevelopment Boundary, which, consistent with current policy, will provide a Transportation Impact Fee reduction of 50 percent per building. This will reduce the project's Transportation Impact Fee from \$590,400 to \$295,200.

The City does not have a policy to provide incentives for housing that does not meet its adopted definition of Affordable (60 percent AMI or less).

FISCAL IMPACT:

The Developer has requested the City contribute \$885,531 to Phase 1 of the Liberty Apartments project. In the 2025 Adopted Budget, the City has \$374,637 available for the project. By adoption of Resolution No. 83-24 conditionally committing support of the Liberty Apartment Housing Project City Council directed staff to include the additional \$510,894 as a supplemental appropriation of General Fund reserves. Upon adoption of the ordinance confirming the development agreement, staff will include the additional amount in a forthcoming supplemental appropriation ordinance.

SUGGESTED ACTION:

I move to introduce an ordinance authorizing and confirming a development agreement with Aspire Residential, LLC, authorize publication in pamphlet form, and set a public hearing for April 2, 2025.

Attachments

1. ORD-Liberty Apartments 20250312
2. AGR-Liberty Agreement 20250312
3. Updated Memo_Liberty Apartments by Aspire Residential_241118
4. Memo - Liberty Apartments Additional Information 10.17.2024
5. Aspire Funding Request Follow Up Memo 09.30.2024
6. Liberty Apartments - Aspire Letter to City_20240715
7. RES 83-24

1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. ____

3 AN ORDINANCE AUTHORIZING AND CONFIRMING A DEVELOPMENT AGREEMENT BY AND
4 AMONG ASPIRE RESIDENTIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, ("ASPIRE")
5 AND THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPAL
6 CORPORATION ("CITY") FOR THE PROPERTY LOCATED AT 2651 STACY DRIVE, GRAND
7 JUNCTION, COLORADO AND RATIFYING AND APROVING ALL ACTIONS HERETOFORE
8 TAKEN IN CONNECTION THEREWITH

9 RECITALS:

10 Aspire is contracted to purchase the real property commonly known and addressed as
11 2651 Stacy Drive, Grand Junction, Colorado, ("Property") which is more particularly
12 described in the Development Agreement attached hereto and incorporated by this
13 reference as if fully set forth ("Agreement"). The Property is currently vacant and will
14 benefit from development. The City Council has duly deliberated, and based on those
15 deliberations has agreed to contribute funding in the total sum of \$885,531 to the
16 project for the purposes as defined and described in the Agreement ("Project").

17 By and with the City's *Housing Strategy*, the City Council has established the need to
18 provide incentives for Affordable Housing, as defined by the City. The Project proposes
19 to provide 72-units of Affordable and workforce housing to the community. This
20 Ordinance, together with the Agreement and the development that will result, will serve
21 a public purpose, promote the health, safety, prosperity, security, and general welfare
22 of the inhabitants of the City.

23 In accordance with the Agreement, Aspire intends to develop the Property as a multi-
24 family residential development, featuring at least 72-units. The Project is consistent with
25 the *Comprehensive Plan*, furthers the City's affordable housing goals and will further the
26 City's Proposition 123 commitment by delivering affordable housing units to the
27 community. Therefore, the City Council finds that the Project, and the Agreement by
28 which certain funds are conditionally committed to it, are consistent with the
29 reasonable needs, plans and policies of the City in general, and in particular the City
30 Council finds and determines that the proposed use and conditional grant of funding
31 will serve to advance the critical need for housing in the City.

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

34 1. The foregoing Recitals are incorporated and adopted, and in accordance with
35 and pursuant to this Ordinance, the City Council of the City of Grand Junction
36 hereby authorizes and confirms the development agreement ("Agreement") by
37 and among Aspire Residential, LLC, a Colorado Limited Liability Company,
38 ("Aspire") or its successors and assigns as permitted in accordance with the
39 Agreement, and the City of Grand Junction ("City"), for the development of the

40 property located at 2651 Stacy Drive, Grand Junction, Colorado ("Property") all
41 as defined and described in the Agreement.

42
43 2. The terms of the Agreement, include but are not limited to the City conditionally
44 funding the Project in an amount not to exceed \$885,531 in accordance with
45 the terms defined in the Agreement.

46
47 3. In accordance with and pursuant to this Ordinance, the City Council of the City
48 of Grand Junction, Colorado confirms and authorizes the Agreement and any
49 and all actions consistent with and to be taken subsequent to the adoption of
50 this Ordinance, by the officers, employees and agents of the City, if/when such
51 action(s) is(are) pursuant to law and the Agreement, and the findings made
52 therein, and any applicable City Plan(s), ordinance(s), resolution(s), or other
53 document(s), all of which shall be substantially construed to effect the intent and
54 purposes of the Agreement and this Ordinance.

55
56 4. If any part or provision of this Ordinance or the application thereof to any person
57 or circumstance(s) is held invalid, such invalidity shall not affect other provisions
58 or applications of this Ordinance which can be given effect without the invalid
59 provisions or application, and to this end the provisions of this Ordinance are
60 declared to be severable.

61
62 5. The City Council finds and declares that this Ordinance is promulgated and
63 adopted for the public health, safety and welfare and this Ordinance bears a
64 rational relation to the lawful objectives sought to be obtained.

65
66 INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a
67 hearing for April 2, 2025, this 19th day of March 2025.

68 HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in
69 pamphlet form this ___ day of April 2025.

70 _____
71 Abram Herman
72 President of the Council

73 _____
74 Selestina Sandoval
75 City Clerk

DEVELOPMENT/REDEVELOPMENT AND FUNDING AGREEMENT

2651 STACY DRIVE & PARCEL NO. 2945-261-43-003 GRAND JUNCTION, COLORADO

This DEVELOPMENT/REDEVELOPMENT AGREEMENT (“**Agreement**”) dated as of ____, 2025 (“**Effective Date**”), is made by and among ASPIRE RESIDENTIAL LLC, a Colorado limited liability company, or its successors and assigns as permitted in accordance with Paragraph 11 (“**Developer**”) of this Agreement, and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). The Developer and the City are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

RECITALS

WHEREAS, Developer is under contract to the owner of that certain parcel of real property known as 2651 Stacy Drive, Grand Junction, Colorado 81503, and as more particularly described and depicted in **Exhibit A**, which is attached hereto and incorporated herein by this reference (“**Property**”); and

WHEREAS, the Developer intends to redevelop the Property as a middle-income multi-family residential project, featuring 192 residential units, to be known as Liberty Apartments, together with related amenities, with the understanding that it is to be developed in two (2) phases of construction with the construction of 72 units comprising Phase One and the construction of 120 units comprising Phase Two. Phase One and Phase Two are collectively known as and referred to as the “**Project**”; and

WHEREAS, the Developer has requested the City to provide financial assistance for construction of the Project; and,

WHEREAS, construction of the Project will ensure the availability of affordable and workforce housing to residents, and will provide a dense population of customers for the surrounding businesses, and maximize the efficient provision of infrastructure and public services; and,

WHEREAS, the City Resolution No. 83-24 (“**Resolution**”) provides a conditional commitment of \$885,531.00, for Phase One of the Project (“**Phase One**”) pursuant to the terms and set forth in the Resolution; and,

WHEREAS, the Parties acknowledge that the final design of the Project will be subject to the City’s review, entitlement and permitting process(es); and,

WHEREAS, the City Council has determined that the contribution of funds for Phase One will serve a public purpose and contribute to the redevelopment of the City and the provision of housing opportunities within the City, all in support of the health, safety and welfare of the community.

NOW, THEREFORE, in consideration and incorporation of the Recitals, the Parties for themselves and their permitted successors and assigns, in and for valuable consideration, including but not limited to, the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant, and agree as follows:

CERTAIN DEFINITIONS

1. “**Conditional City Funds**” means the City’s conditionally committed funds for the construction of Phase One of the Project in the amount of \$885,531.00, as provided and in accordance with the terms and conditions set forth in this Agreement.
2. “**Code**” or “**GJMC**” means the zoning and development regulation of the City in effect as of the date of the application for the Project.
3. “**Project**” has the meaning assigned to such term in the Recitals.
4. “**Property**” the real property that is depicted and described in **Exhibit A** hereto.

AGREEMENT

1. Funding Amount & Timing of Fund Allocation. In consideration of the terms of this Agreement, the City hereby agrees to pledge, pay, and disperse the Conditional City Funds to the Developer for the purposes of funding the construction of Phase One of the Project upon the Developer a) being awarded approximately \$8,000,000.00 from the Proposition 123 Equity Program (**123 Equity Program**”), with the final Award (defined herein) amount being subject to Colorado Housing and Finance Authority Proposition 123 underwriting and final agreement, or approximately \$5,000,000.00 - \$6,000,000.00 from the Proposition 123 Concessionary Debt Program (“**123 Debt Program**”), with the final Award (defined herein) amount being subject to Colorado Housing and Finance Authority Proposition 123 underwriting and final agreement, (the award of the funds from either the 123 Equity Program or the 123 Debt Program to Developer shall be defined as the “Award”) as represented by the Developer’s application(s) to the Colorado Housing and Finance Authority and b) a majority of the City Council approving a supplemental appropriation ordinance that becomes legally effective and upon the Developer being granted the Award.
2. Absent satisfaction of each and every condition (a and b stated above – “Conditions”) and full and faithful compliance with each and every term of this Agreement, the City shall not be obligated to perform in any respect under or pursuant to this Agreement and/or the Resolution.
3. The City and Developer agree that upon satisfaction of the Conditions, with satisfaction to be in the City’s sole and absolute discretion and upon the Developer receiving an unconditional Certificate of Occupancy from Mesa County Building Department for Phase One, the Conditional City Funds will be paid to the Developer in the amount of \$885,531.00.

The City hereby agrees to disburse the specified amount(s) of funds for the corresponding

item(s) of work as set forth in the foregoing table to the Developer or the Developer's selected agent, representative, successor, or assign by the following deadlines:

4. Conditions of Funds.

a. The Parties hereby acknowledge and agree that the Conditional City Funds shall apply solely and exclusively to Phase One of the Project. The City neither offers, provides, or guarantees of further funding for Phase Two of the Project, nor is there an obligation for the Developer to develop Phase Two as a rent-restricted project for purposes of receiving the Conditional City Funds, or any other incentive that the Developer may be eligible for, or that may apply to Phase One of the Project.

b. As an express condition of this Agreement the Developer must receive a building permit(s) for Phase One of the Project from the Mesa County Building by **December 31, 2025** ("Phase One Building Permit Deadline"). If Developer does not meet the Phase One Building Permit Deadline and does not commence and complete the construction by **December 31, 2027**, then Developer shall neither be entitled to receive, nor shall the City be obligated to pay to the Developer or any successor(s) or assign(s) any of the Conditional City Funds. Notwithstanding anything to the contrary in this Agreement: (i) Developer shall have no obligation to construct all or any portion of the Project, or to timely commence or complete the Project; (ii) Developer may, in its sole discretion, elect to undertake none, all, or only a certain phase(s) of the Project, and to commence or complete the Project at any time; and (iii) if the Developer elects to undertake all or any portion of the Project, Developer acknowledges that the Project will be subject to the City's entitlement and permitting process.

c. As a condition of receiving the Conditional City Funds, the Developer hereby agrees to adhere to and otherwise comply with all requirements of either the 123 Equity or the 123 Concessionary Debt Program, depending on which program is selected and awarded, as applicable and that are in effect as of the date of the Award.

d. As a condition of receiving the Conditional City Funds, Developer and the City hereby agree that the Project must meet either of the following terms, conditions and restrictions as prescribed in either the 123 Equity Program or the 123 Debt Program, depending on the program Award:

- i. Should the Award be pursuant to the 123 Equity Program then there must be an average rent restriction of 90% AMI for all units in Phase One of the Project with Developer and the City agreeing that at least six (6) units out of the 72 units in Phase One will be rent restricted at 60% AMI for a period of at least 30-years and remaining units will income average to no more than 90% AMI.
- ii. Should the Award be pursuant to the 123 Debt Program then at least 15 units in Phase One of the Project e) shall be rent-restricted at 80% AMI, with 57 units in Phase One of the Project being rent-restricted at 100%

AMI for a period of at least 30-years, and that upon the expiration of the thirty (30) years, the Developer is no longer required to rent restrict pursuant to this Agreement any of the units.

- iii. In determining the applicable Maximum rents and AMI for the 30-year term, the Parties shall use and apply the Colorado Housing and Finance Authority (CHFA) income and rental limits outlined and published every year. Maximum allowable rents must include utilities or be deducted from the maximum allowable rent utilizing CHFA's Utility Allowance Policy.

5. Terms and Conditions of Agreement, Default: In the event a Party fails or unreasonably refuses to perform according to the terms of this Agreement, that Party shall be declared in default and notified of such in writing. In the event of a default, the defaulting Party is permitted thirty (30) calendar days from the date of written notice to cure said default after receipt of Notice consistent with this Agreement. In the event a default remains uncured after the 30-day period, the Party declaring default may:

- a. Terminate the Agreement; or
- b. Bring an action for its actual damages, injunction, specific performance, and/or for mandamus (including without limitation to enforce a current annual appropriation made to pay an amount due or owing hereunder) or other appropriate equitable remedy.

The foregoing remedies shall be cumulative and shall be the sole and exclusive remedies for a default of this Agreement, and all other remedies are hereby waived. In the event the default causes the other Party not in default to commence legal or equitable action against the defaulting Party, the defaulting Party will be liable to the non-defaulting Party for the costs incurred by reason of the default, including reasonable attorneys' fees and costs. Except as provided in this Paragraph 3, no Party shall be entitled to recover or claim damages for an event of default by the defaulting Party, including, without limitation, lost profits, economic damages, or actual, direct, incidental, consequential, exemplary, or punitive damages for any other Party's breach of this Agreement.

6. No Waiver of Grand Junction Municipal Code ("Code"): Except for the express incentives offered by the City as stated herein, this Agreement does not waive any part or provision of the Code, and the Developer shall not claim or assert otherwise.

7. Governmental Immunity: The Parties agree that the City, in entering this Agreement, does not waive governmental immunity as provided in C.R.S. § 24-10-101, *et seq.* and decisions construing and/or applying the same No part of this Agreement shall be deemed to create a waiver of immunity as defined therein or by case law construing the law.

8. Service of Notices: All notices required or permitted pursuant to this Agreement must be made in writing and delivered in person, by prepaid overnight express mail or overnight courier service, or by certified mail or registered mail, postage prepaid return receipt requested, or by e-mail, to the other Parties' authorized representatives (or their successors) as identified herein at the addresses listed below. All notices shall be deemed effective when actually delivered as

documented in a delivery receipt, or, if delivered by e-mail, as documented in a delivery or read receipt, whichever is earlier; provided, however, that if the notice is affirmatively refused or cannot be delivered during customary business hours by reason of (a) the absence of a signatory to acknowledge receipt, or (b) a change of address with respect to which the addressor had neither actual knowledge nor written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery.

For the City: City Manager
City of Grand Junction
Attention: Michael P. Bennett
250 North 5th Street
Grand Junction, Colorado 81501
Email: mike.bennett@gjcity.org

With copy to: City Attorney
City of Grand Junction
Attention: John Shaver
250 North 5th Street
Grand Junction, Colorado 81501
Email: johns@gjcity.org

For Developer: Aspire Residential LLC
21 Continental Boulevard
Merrimack, New Hampshire 03054
Email: john.gargasz@aspireres.co

With a copy to: Coleman Quigley & Foster, LLC
Attention: Stuart R. Foster & Isaiah Quigley
2454 Patterson Road, Suite 200
Grand Junction, Colorado 81505
Email(s): stuart@cqlawfirm.net & isaiah@cqlawfirm.net

9. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and of this Agreement will remain enforceable to the fullest extent permitted by law.

10. Venue and Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Colorado. Venue for all actions regarding this Agreement shall be in Mesa County, Colorado.

11. Assignment:

a. Neither the City nor the Developer shall assign any rights or obligations under this Agreement without the prior written consent of the other Party except as follows.

b. Prior to completion of Phase One the Developer may assign, pledge,

collaterally assign, or otherwise encumber all or any part of this Agreement, including without limitation its right to receive any payment or reimbursement, without any Party's consent, but after written notice and approval to the City containing the name and address of the assignee, to: (i) any lender or other party that provides acquisition, construction, working capital, tenant improvement, or other financing to Developer in connection with the Project or acquisition or ownership of the Property as collateral or security for such financing; or (ii) one or more subsidiaries, parent companies, special purpose entities, affiliates controlled by or under common control or ownership with Developer, or joint venture entities formed by Developer or with its investors or partners to develop, own, and/or operate all or a portion of the Property or of the improvements to be constructed thereon (each assignee in (i) and (ii) being a "Permitted Assignee").

c. After Completion of Phase One, Developer shall have the right to assign all or any portion of this Agreement to a purchaser of all or a portion of the Property without the written consent of the other Parties but shall provide written notice to the City containing the name and address of the assignee within 5 business days of such conveyance and assignment.

d. If consent is required, it shall not be unreasonably withheld, delayed, or conditioned.

e. The restrictions on assignment contained in this Agreement apply only to a potential assignment of all or a portion of the rights and obligations pursuant to this Agreement and shall not be interpreted to restrict in any way the conveyance of one or more interests in all or a portion of the Property which is the subject of this Agreement.

f. Nothing in this Agreement modifies or waives the obligations or responsibilities of either Developer or Developer's assignee under the Code and other applicable law, rule or regulation.

g. No assignment of this Agreement by Developer, whether or not such assignment requires the consent of the City, shall relieve Developer of its obligations contained within this Agreement. Any purported assignment that does not comply with this provision is void. This Agreement is binding and inures to the benefit of the parties and their respective permitted successors and assigns, subject to this Paragraph 11.

12. No Third-Party Beneficiaries: It is expressly understood and agreed that the terms and enforcement of the terms of this Agreement, and all rights of action relating to enforcement, are strictly reserved to the Parties. Nothing in this Agreement shall give or allow any claim or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that no person or entity, other than the Parties hereto, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

13. Modifications and Amendments: This Agreement shall not be modified, revoked, or amended except by written agreement signed by all Parties.

14. Counterparts: This Agreement may be executed in counterpart originals, each of

which shall be deemed an original, and each of which shall be deemed to constitute one and the same Agreement. Additionally, a copy of an executed original Agreement signed by a Party hereto and transmitted by electronic mail shall be deemed an original, and any Party hereto is entitled to rely on the validity, authenticity, and authority of an original transmitted by electronic mail.

15. Nonliability of Officials, Agents, Members, and Employees. Except for willful or wanton actions, no trustee, board member, commissioner, official, employee, consultant, manager, member, shareholder, attorney, or agent of any Party, will be personally liable under this Agreement, or in the event of any default, or for any amount that may become due to any Party.

16. Cooperation Regarding Defense. In the event of any litigation or other legal challenge involving this Agreement or the ability of any Party to enter into this Agreement that is not brought by a Party, the Parties will cooperate and subject to a mutually acceptable joint defense agreement jointly defend against such action or challenge, to the extent permitted by law.

17. Additional Documents or Actions. The Parties agree to execute any reasonable additional documents or take any reasonable additional action, including but not limited to estoppel certificates requested or required by lenders or purchasers of the Property, that are: (a) reasonably necessary to carry out this Agreement, (b) reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement or the status of the Agreement and the Parties' actions hereunder, or (c) are reasonably necessary to effectuate the agreements and the intent of this Agreement. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement, are asserted or determined to be invalid, illegal, or are otherwise precluded, the Parties will use reasonable, diligent, good faith efforts to amend, reform, or replace such invalid, illegal, or precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefits that it would have received under this Agreement.

18. Waiver of Breach. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and will not operate or be construed as a waiver of any subsequent breach by any Party.

19. Binding Effect; Entire Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph permits the assignment of this Agreement except as set forth in Paragraph 9. This Agreement represents the entire Agreement among the Parties with respect to the subject matter hereof and supersedes any prior written or oral agreements or understandings with regard to the subject matter of this Agreement.

20. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to § 24-11-101(1), C.R.S., such day will be extended until the next day that is not one of the foregoing days.

21. Recording. The Parties will execute and acknowledge a memorandum of this Agreement, in form and substance attached hereto as Exhibit E, which will be recorded in the real property records of Mesa County, Colorado.

22. Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, consent, acceptance, or extension of time, the Parties agree that each will act in good faith. The provisions of this Agreement have been independently, separately and freely negotiated by the Parties as if drafted by both of them. The Parties waive any statutory or common law presumption that would serve to have this Agreement construed in favor of or against either Party.

23. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties will not be deemed to be partners or joint venturers, and no Party is responsible for any debt or liability of any other Party.

24. Force Majeure. If a Force Majeure Event occurs, the deadline for performance of any obligations affected by such Force Majeure Event shall be automatically extended for a period equal to the duration of such Force Majeure Event and Developer shall be excused from the performance of such obligations during such period. "Force Majeure Event" means any one or more of the following events or circumstances that, alone or in combination, directly or indirectly, adversely affects the Developer's performance of an obligation pursuant to this Agreement: fire, earthquake, flood, storm or other casualty; strikes, lockouts, or other labor interruptions or shortages; COVID-19 and other pandemics or epidemics; war, rebellion, riots, acts of terrorism, or other civil unrest; acts of Nature; disruption to local, national, or international transport services; prolonged shortages of materials or equipment; severe adverse weather; the discovery of previously unknown facilities, improvements, or other features or characteristics of the Property; delays in the demolition of existing structures, including without limitation delays related to the remediation or removal of asbestos or other hazardous materials; Entitlement Delays; Material Litigation; and any other event, similar or dissimilar to the above, whether foreseeable or unforeseeable, known or unknown, that is beyond the Developer's reasonable control. Without in any way obligating the City to provide comments within any specific time period, if the City takes longer than twenty-one (21) days after receipt of any complete application for approval any site plan, plat, or other approval, entitlement, or permit for the Project, or any resubmission of the same, to provide Developer with a complete set of comments from each City agency, department, and referral agency on such application or resubmission, each day after such twenty-one (21) day period shall constitute "**Entitlement Delays**". "**Material Litigation**" includes litigation, appeals, and administrative actions related to the entitlement, permitting, development, financing, or construction of the Project, including without limitation claims brought pursuant to C.R.C.P. § 106(a)(4) to the extent not initiated by the Developer, and any litigation brought by Developer against the City arising out of or related to this Agreement or performance of the obligations set forth herein, but only if such litigation, appeal, or administrative action delays development of the Project for a period of more than five consecutive business days.

25. Estoppel Certificates. The City, at any time and from time to time upon not less than ten (10) business days' prior written notice from Developer, agrees to execute and deliver to Developer an estoppel certification in the form attached as Exhibit F, which form is acceptable to the Developer and the City.

26. Representations and Warranties

a. Developer represents and warrants to the City that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to Developer's actual knowledge, threatened litigation or claim against the Project or the Developer related to the Project that would prohibit Developer from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Authorization.** Developer has all requisite power and authority to perform its obligations under this Agreement and the execution, delivery, and is duly and validly authorized to execute, enter into, and perform the obligation set forth in this Agreement. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by Developer in connection with the transaction herein shall constitute valid and binding obligations of Developer, enforceable against Developer in accordance with the terms of this Agreement. The Preliminary Financing Plan may be in the form of a loan commitment and be based on the project budget reviewed and approved by the lender issuing the loan commitment.

iii. **Organization of Developer.** Developer is a duly organized and validly existing limited liability company under the laws of the State of Colorado and with full power to enter into and to perform its obligations under this Agreement.

iv. **No Breach or Prohibition.** To the Developer's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against Developer. To Developer's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which Developer is a party, or (b) conflict with or result in the breach or violation of any laws applicable to Developer or the Project.

b. The City represents and warrants to the Developer that the following statements are true as of the Effective Date:

i. **No Litigation.** There is no pending or, to the City's actual knowledge, threatened litigation or claim against the City that would prohibit the City from performing its obligations in this Agreement or render this Agreement invalid.

ii. **Organization.** The City is a home rule municipal corporation organized under the constitution and laws of the State of Colorado, validly existing under the laws of the State of Colorado and has the power and authority to transact the business in which it is engaged.

iii. **Authority.** All governmental proceedings required to be taken on the part of the City to execute and deliver this Agreement and to consummate the transactions contemplated hereby have been duly and validly taken under the Grand Junction Municipal Charter provisions, subject to any referendum rights set forth in Article XVI Section 136 of such Grand Junction Municipal Charter. Each person executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction herein has due and proper authority to execute and deliver those documents. This Agreement and all documents executed and delivered by the City in connection with the transaction herein shall constitute valid and binding obligations of the City, enforceable against the City in accordance with their terms.

iv. **No Breach or Prohibition.** To the City's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the City. To the City's actual knowledge, neither the execution and delivery of the Agreement, nor the consummation of the transactions contemplated hereby, will (a) be in violation of any agreements to which the City is a party, or (b) conflict with or result in the breach or violation of any laws applicable to the City or the Project.

The Parties hereby agree to the same and execute this Agreement by their duly authorized representatives as follows:

City of Grand Junction

Abram Herman
President of the City Council

Selestina Sandoval
City Clerk

Date

Developer:

Aspire Residential LLC
a Colorado limited liability company

By: _____
John Gargas
Manager

Approved as to Substance:

Michael P. Bennett
City Manager

Approved as to Form:

John P. Shaver
City Attorney

Approved as to Contingent Availability of Funds:

Jodi Welch
Interim Director of Finance

EXHIBIT A
(City of Grand Junction Resolution No. 83-24)

RESOLUTION NO. 83-24

**A RESOLUTION SUPPORTING A CONDITIONAL FINANCIAL COMMITMENT OF
\$885,531 FOR THE LIBERTY APARTMENT HOUSING PROJECT**

Recitals:

Aspire Residential LLC ("Developer") has requested that the City assist in funding the construction of the 192-unit apartment Liberty Apartment complex located at 2651 Stacy Drive, Grand Junction ("Project.")

The Developer's request for funding is attached and incorporated by this reference as if fully set forth. As provided in the request, the Developer is proposing to construct the units in two phases with 72 units to be completed by June 2026 and 120 units to be completed by April 2028.

The Developer is now proposing the Project be rent-restricted using either Proposition 123 Equity Program or Concessionary Debt. Those programs require either:

- Rental rates at 90% AMI Average for all units for a period of 30 years (Proposition 123 Equity Program); or,
- 20 percent of units (38) at 80 percent AMI for a period of 30 years (Proposition 123 Concessionary Debt.)

If the Project receives funding from either of these competitive Proposition 123 funding sources, the units will count toward the City's Proposition 123 commitment so long as the units receive a Building Permit(s) prior to December 31, 2026. The City's financial support for Phase I is conditioned upon the utilization of one of these Proposition 123 funding sources as well as meeting the December 31, 2026 deadline for issuance of Building Permit(s) for the 72-units. The City's Proposition 123 commitment is 375 affordable units for the 3-year period commencing in 2024 until December 31, 2026.

At this time, the Developer has modified its request for the City to contribute \$885,531 to the Phase I portion of the Project including 72 units. The City's 2025 budget includes \$344,637 from the 201 Sales Tax Fund; the additional funding of \$510,894 for the Project would need to be allocated from City reserves.

City policy does not provide incentives for housing that does not meet its adopted definition of Affordable (60 percent AMI or less); however, by virtue of the Project's location in the community and that the units will assist in meeting the 123 commitment, the City Council does find and determine that it is right and proper to conditionally support the Project by and with conditional approval of funding in the amount of \$885,531.

With the passage and adoption of this Resolution, the City Council is authorizing and directing the City staff to work with the Developer to draft an agreement outlining

expectations for performance and timing for the City contribution ("Funding Agreement.")

With passage and adoption of this Resolution, the City Council further directs the City staff to agendize an ordinance for authorization of \$510,894 as a supplemental appropriation from City General Fund reserves.

The funding contemplated by this Resolution is expressly contingent and conditioned on an award to the Developer of Proposition 123 Equity Program or Concessionary Debt and negotiation and approval by the City Council of a Funding Agreement and a majority of the City Council approving the Funding Agreement and the supplemental appropriation being heard, approved and becoming legally effective as provided by law.

For and in consideration of the foregoing Recitals, the City Council authorizes the City Manager, City Attorney and other City staff act in accordance with and pursuant to this Resolution.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Recitals are incorporated herein and in consideration of the same and with due deliberation the City Council expresses its conditional support for a financial commitment by the City of a total of \$885,531 in support of Phase I of the Liberty Apartment project.
2. The City Council by and with this Resolution authorizes the City Manager and City Attorney to initiate negotiations with the Developer to draft an agreement outlining expectations for performance and timing for the City contribution ("Funding Agreement.")
3. The City Council by and with this Resolution authorizes the City Manager to initiate supplemental budget appropriations, subject to the adoption by the City Council of the introduce and heard appropriation ordinance, to allocate \$885,531 from the General Fund reserves to conditionally support Phase I of the Liberty Apartment project.
4. This Resolution and any commitment(s) made or purported to be made are conditional and the City is not and shall not be obligated by the passage and adoption hereof unless and until each and every condition of law and policy are satisfied to as determined by the City Council in its sole and absolute discretion.

FURTHERMORE, BE IT RESOLVED THAT

5. With the adoption of this Resolution the City Council is not deciding any matter that relates, or may be claimed to relate, to land use approval(s) or any other matter not taken up herein or herewith.

Passed and adopted this 20th day of November 2024.



Abram Herman
President of the City Council

ATTEST:


Selestina Sandoval
City Clerk



EXHIBIT B
(Legal Description & Depiction)

LOT 1, BLOCK 2, TRACYS VILLAGE SUBDIVISION as recorded at reception number
3042167 in Mesa County, Colorado.



John Gargasz
Founder & Managing Partner
Aspire Residential LLC
21 Continental Blvd
Merrimack, NH 03054

Nov 18, 2024

Andrea Phillips
Interim City Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Memo: Updates on the request for City of Grand Junction's contribution to Liberty Apartments project

Dear Andrea,

Thank you to the staff and council for allowing Aspire Residential to participate in your November 4th workshop. During the workshop, I heard two concerns. One, the amount of incentive being requested for the first phase of the project. And two, the incentive amount per apartment unit. This memo intends to address both concerns.

First, Aspire has leaned into the financing of the project to **reduce the phase 1 ask from \$1,332,406 to \$885,531**. We have shifted, at our risk, the incentive to phase 2 of the project. We understand there is no commitment on behalf of the city to finance the phase 2 incentive at this time.

Secondly, Aspire has created the following charts to clarify for the council the incentive ask per unit. Under the primary financing approach which utilizes the CHFA Prop 123 Equity program, **100% of the units are income-restricted at an average of 90% AMI for a period of 30 years**. The **city's contribution per unit is \$12,299** for phase 1. The cumulative incentives across both phases would average \$8,975 per unit.

Regards,

John Gargasz
Founder & Managing Partner
Aspire Residential

See the charts attached:

A. Prop 123 Equity Scenario

Phase	I	II	Two-Phase Total
Land	\$268,125	\$446,875	\$715,000
Ditch	\$382,938	-	\$382,938
Impact Fee	\$234,468	\$390,780	\$625,248
Tap Fee*	-	-	\$0
Total City Contribution	\$885,531	\$837,655	\$1,723,186
60% AMI Units	8	13	21
80% AMI Units	20	34	54
100% AMI Units**	44	73	117
Average AMI	90%	90%	90%
Total Units	72	120	192
Contribution per ≤80% AMI Unit	\$31,626	\$17,822	\$22,976
Contribution per Unit at 90% Average AMI	\$12,299	\$6,980	\$8,975

*Tap fee is NOT included in the request, the total amount is \$947,200.

**30-year rent restricted to 100% AMI. Cannot exceed 100% AMI.

B. Prop 123 Concessionary Debt Scenario

Phase	I	II	Two-Phase Total
Land	\$268,125	\$446,875	\$715,000
Ditch	\$382,938	-	\$382,938
Impact Fee	\$234,468	\$390,780	\$625,248
Tap Fee*	-	-	\$0
Total City Contribution	\$885,531	\$837,655	\$1,723,186
80% AMI Units	15	24	39
100% AMI Units**	57	96	153
Average AMI	95.8%	96.0%	95.9%
Total Units	72	120	192
Contribution per ≤80% AMI Unit	\$59,035	\$34,902	\$44,184
Contribution per Unit at 90% Average AMI	\$12,299	\$6,980	\$8,975

*Tap fee is NOT included in the request, the total amount is \$947,200.

**30-year rent restricted to 100% AMI. Cannot exceed 100% AMI.



CITY MANAGER'S OFFICE

Memorandum

TO: Mayor and Members of City Council

FROM: Andrea Phillips, Interim City Manager
Tamra Allen, Community Development Director

DATE: October 17, 2024

SUBJECT: Aspire Residential LLC - Liberty Apartments Funding Request Follow-Up Information

The City received in July 2024 a request from Aspire Residential LLC (“Aspire”) represented by John Gargasz to assist in funding a 192-unit apartment complex called Liberty Apartments located at 2651 Stacy Drive. Aspire is proposing to construct the units in two phases including 72 units to be completed by June 2026 and the subsequent 120 units to be completed by April 2028. Aspire was originally seeking to develop this project as a Low-Income Housing Tax Credit (LIHTC) project, but the more favorable Qualified Census Tract designation expired (see Memo: Aspire Residential Update and Private Activity Bond Assignment of Allocation dated April 24, 2024). Aspire is now proposing the project be a housing project that would rent-restrict 20% of the units (38) to 80% AMI for a period of 30 years.

Aspire is requesting a total contribution from the City of \$1,723,186 of which \$715,000 would purchase the land, \$625,248 would pay the project’s impact fees and plant investment fees, and \$382,938 would go towards relocating a drainage ditch on the property.

The City Council discussed the request at a workshop on August 19. Council asked for supplemental information about the project financials, timeline, project feasibility if the “gap” is not funded by City, and whether the project qualifies towards the city’s Proposition 123 goal. In addition, the city was asked to consider self-performing the relocation and burying of a drainage facility on the property. Follow up information was provided in a memorandum dated September 20, 2024 (attached).

Subsequently, Staff has received a request to provide additional information on the following questions and Staff has provided responses below:

1. The relationship of the request to the existing 2024 and 2025 proposed budget.

The City Manager’s 2025 recommended budget included \$344,637 of funding for this project. This figure was derived by calculating the funding request on a per-unit basis and then providing funding for those units to be rented at 80% Area Median Income – a total of 38 units. This will leave \$1,378,549 of the request unfunded. Any additional commitment to fund this request would need to be drawn from existing general fund reserves. Staff estimates there is approximately \$12 million available in unrestricted reserves. Council could determine that it would like to fund some or all of this unfunded amount from reserves through a supplemental appropriation at a regular Council meeting.

2. Does the city have a recommendation on the request to explore self-performing the moving and piping of the drainage facility?

Aspire provided the civil engineering design for the relocation of the ditch. Per Aspire's request for the city to consider self-performing the relocation and burying, staff evaluated the request. The City's cost to perform this work is \$560,507, of which \$464,807 includes purchasing materials and renting equipment. The remaining \$95,700 is for City labor costs of the Project Team, comprised of staff in the General Services Department. Though the city may be able to accommodate this request, due to the extensive amount of work involved in this project, the city believes that Aspire may actually be able to get better pricing bidding this work in the open market. Performing this action on private property is not preferred. At this time, staff does not recommend performing this work.

3. Clarification if the project could be counted towards the city's Proposition 123 commitment.

Staff has confirmed with Department of Local Affairs that *if* the project utilizes the Proposition 123 Equity Affordable Housing Financing Fund, whereby the project provides income-qualified units averaging 90% AMI with a 30-year commitment to affordability, these units will count toward the City's Prop. 123 goal (see attached email from the DOLA). The Proposition 123 Equity Affordable Housing Finance funding is highly competitive. Should Aspire choose to utilize a different funding/equity source, the units would *not* be counted against the city's commitment. Should a decision to fund this project be contingent upon utilization of this funding, Staff recommends that the this be included in a written agreement.

Please contact Interim City Manager Andrea Phillips should you wish to schedule a workshop item or a regular agenda item to discuss this request. For any project funding, staff recommends entering an agreement with Aspire that makes funding be contingent upon the completion (Certificate of Occupancy) of the units within each phase on a per unit basis.

Attachments: Memo Aspire Residential Funding Request Memo 07.19.2024
Memo Aspire Funding Request Follow Up Memo 09.30.2024
Email from Department of Local Affairs dated August 23, 2024

cc: John Shaver, City Attorney
Department Directors



CITY MANAGER'S OFFICE

Memorandum

TO: Members of City Council
FROM: Andrea Phillips, Interim City Manager
Tamra Allen, Community Development Director
DATE: July 19, 2024
SUBJECT: Aspire Residential LLC - Liberty Apartments Funding Request

This memo is intended to update City Council on a funding request received by Aspire Residential to assist in building a 192-unit apartment complex. The developer is requesting \$1,723,186 toward land purchase, impact fee waivers, and a drainage ditch relocation.

The City has received a request from Aspire Residential LLC ("Developer") represented by John Gargasz to assist in funding a 192-unit apartment complex called Liberty Apartments located at 2651 Stacy Drive. The Developer is proposing to construct the units in two phases including 72 units to be completed by June 2026 and the subsequent 120 units to be completed by April 2028. The Developer was originally seeking to develop this project as a Low-Income Housing Tax Credit (LIHTC) project, but the more favorable Qualified Census Tract designation expired (see Memo: Aspire Residential Update and Private Activity Bond Assignment of Allocation dated April 24, 2024). The Developer is now proposing the project be a housing project that would rent-restrict 20 percent of the units (38) to 80 percent AMI for a period of 30 years. For comparison, recently completed projects in the City's rental rates and approximate AMIs are provided in the attached graphic (as of May 1, 2024).

The Developer is requesting a total contribution from the City of \$1,723,186 of which \$715,000 would purchase the land, \$625,248 would pay the project's impact fees, and \$382,938 would go towards relocating a drainage ditch on the property. The property lies within the City's Redevelopment Boundary which, consistent with current policy, will provide a Transportation Impact Fee reduction of 50 percent per building. This will reduce the project's Transportation Impact Fee from \$590,400 to \$295,200.

The City does not have a current policy to provide incentives for housing that does not meet its adopted definition of Affordable (60 percent AMI or less). The City has not budgeted for this type of project contribution.

Please contact Interim City Manager Andrea Phillips should you wish to schedule a workshop agenda item to discuss this request.

Attachment:

- Aspire Residential Request Letter

C: John Shaver, City Attorney
Department Directors

Affordable Rent* at Different AMI Percentages in Mesa County

*All Costs Include Rent + Estimated Utilities

	4-6 person				
	0-2 person	2-4 person			
	0 bed	1 bed	2 bed	3 bed	4 bed
30% AMI	\$456	\$489	\$587	\$678	\$757
50% AMI	\$761	\$815	\$978	\$1131	\$1262
60% AMI	\$913	\$978	\$1174	\$1357	\$1515
70% AMI	\$1065	\$1141	\$1370	\$1583	\$1766
80% AMI	\$1218	\$1305	\$1566	\$1810	\$2020
100% AMI	\$1522	\$1631	\$1957	\$2262	2525
120% AMI	\$1827	\$1957	\$2349	\$2715	\$3030
April 24 Market Rate (Existing Develop.) Zillow	\$695-1400 (50-100% AMI)	\$495-1800 (30-120% AMI)	\$995-\$2500 (50-120% AMI)	\$1250-2700 (55%-120% AMI)	\$1975-\$3800 (75%-150% AMI)
The Rallyard	\$1180 (77% AMI)	\$1310 (85% AMI)	\$1610-1635 (86-103% AMI)	\$1975 (92% AMI)	N/A
The Copper Village	N/A	\$1595 (80-100% AMI)	\$1695-1745 (86-110% AMI)	N/A	N/A
The Eddy	N/A	\$1580 (94%-95% AMI)	\$1770 (96% - 99% AMI)	N/A	N/A
The Lofts	N/A	N/A	\$1600 (82-120+% AMI)	N/A	N/A
The Junction	\$1365 (89% AMI)	\$1390 (85-71% AMI)	\$1728 (76-88% AMI)	N/A	N/A



John Gargasz
Founder & Managing Partner
Aspire Residential LLC
21 Continental Blvd
Merrimack, NH 03054

July 15, 2024

Andrea Phillips
Interim City Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Memo: Request for City of Grand Junction's contribution to Liberty Apartments project

Dear Andrea,

This memo addresses revision to our proposal for the Liberty Apartments development project at 2651 Stacy Drive. Given the time frame constraints and the complexity of a LIHTC project, we have shifted our focus to a middle-income housing project. With at least twenty percent of the total 192 units rent-restricted at 80% AMI, we are providing residents about \$300 per unit per month lower rent compared to market, and a 30-year long-term affordability.

Project Background

The project contains three-story net-zero garden apartments at a premium location in Grand Junction. The 7.11-acre site is on the south side of Stacy Drive and Tracy Ann Road where they intersect with Palmer Street in the Orchard Mesa section of the City of Grand Junction, Colorado. The site has easy access to neighborhood schools, a City Market grocery store and pharmacy, and downtown Grand Junction and a local bus route that connects to other bus system routes throughout the Grand Valley.

The first 72-unit phase will have 54 one-bedroom/one-bath units and 18 two-bedroom/two-bath units as well as an exterior playground and BBQ/picnic area. The complex will eventually consist of 8 three-story buildings of 24 units each.

In terms of the building specs, each floor of each building will have 6 one-bedroom units and 2 two-bedroom units, with the two-bedroom units being the end units on each floor. The first floor is ADA compliant, ensuring accessibility for all residents. Constructed to meet ASHRAE 90.1 standards, it aligns with Passive House principles for energy efficiency. The roof is equipped with solar panels to achieve Net Zero energy status.

Proposal History Recap

The rezoning to R24 got approved by the City of Grand Junction in March 2024. The initial proposal suggested utilizing 4% LIHTC with QCT incentives, with all units at or below 60% AMI. However, this faced challenges due to a tight timeframe and the expiration of QCT status, which is necessary for 4% LIHTC underwriting. Consequently, we have shifted our focus to a middle-income project serving 80% to 120% AMI tenants. If the current multi-family rental project proves infeasible then the property will likely need to be rezoned for a commercial project or a residential For Sale project as market rate rental projects have been infeasible to develop since Q1 of 2023 due to increased interest and construction costs. With commercial development or residential development at reduced density the impact fee receipts will be substantially lower.

Aspire Residential's Middle-Income Commitment

Aspire proposes twenty percent (38 units) of the 192 units will be rent restricted at 80% AMI with recorded covenants, providing tenants with a substantial rent reduction of approximately \$300 per unit per month compared to current market rental rates. Moreover, all units are bound by rent restrictions set at or below 120% of the AMI, ensuring accessibility to a wider range of residents. We pledge to maintain this affordability for the long term, with a 30-year commitment.

Ask for City's Contribution

Despite fully utilizing all available capital sources, we still require the city's contribution to make the project financially viable for equity investors while maintaining debt covenants. We kindly ask the following support to close the financing gap:

- \$715,000 Land Contribution
- \$625,248 Impact Fee Waiver (\$234,468 for phase I and \$390,780 for phase II, spreadsheet attached)
- \$382,938 towards piping and relocation of the Drainage Ditch that is owned by the City of Grand Junction

The total contribution is \$1,723,186 or \$45,347 per 80% AMI unit. It consists of about 3% of the overall development budget. Aside from the request above, there is a very substantial \$947,200 Ute Water tap fee that has NOT been included in the request.

Proposed Timeline

August 2024 – City's intention of support
December 2024 – Site review and approval
March 2025 – Phase I gap financing and grants secured
April 2025 – Phase I all financing source secured
May 2025 – Final permit received, phase I construction starts
June 2026 – Phase I all 72 units put in service
January 2027 – Phase II construction starts
April 2028 – Phase II all 120 units put in service

Notional Capital Partners

In response to the current market conditions, the project intends to leverage statewide concessionary debt to address the funding gap. Prospective subordinate debt sources include the Transformational Housing Loan Fund (THLF) from Colorado Department of Local Affairs (DOLA), and the Colorado Clean Energy Fund (CCEF). Regarding the equity investors, MSquared, a New York-based female-led real estate impact fund focusing on middle-income housing, has expressed strong interest in Aspire's net-zero, workforce housing projects. Additionally,

the founder and managing partner of Aspire Residential, John Gargasz, plans to participate in a portion of the equity stack to demonstrate our commitment.

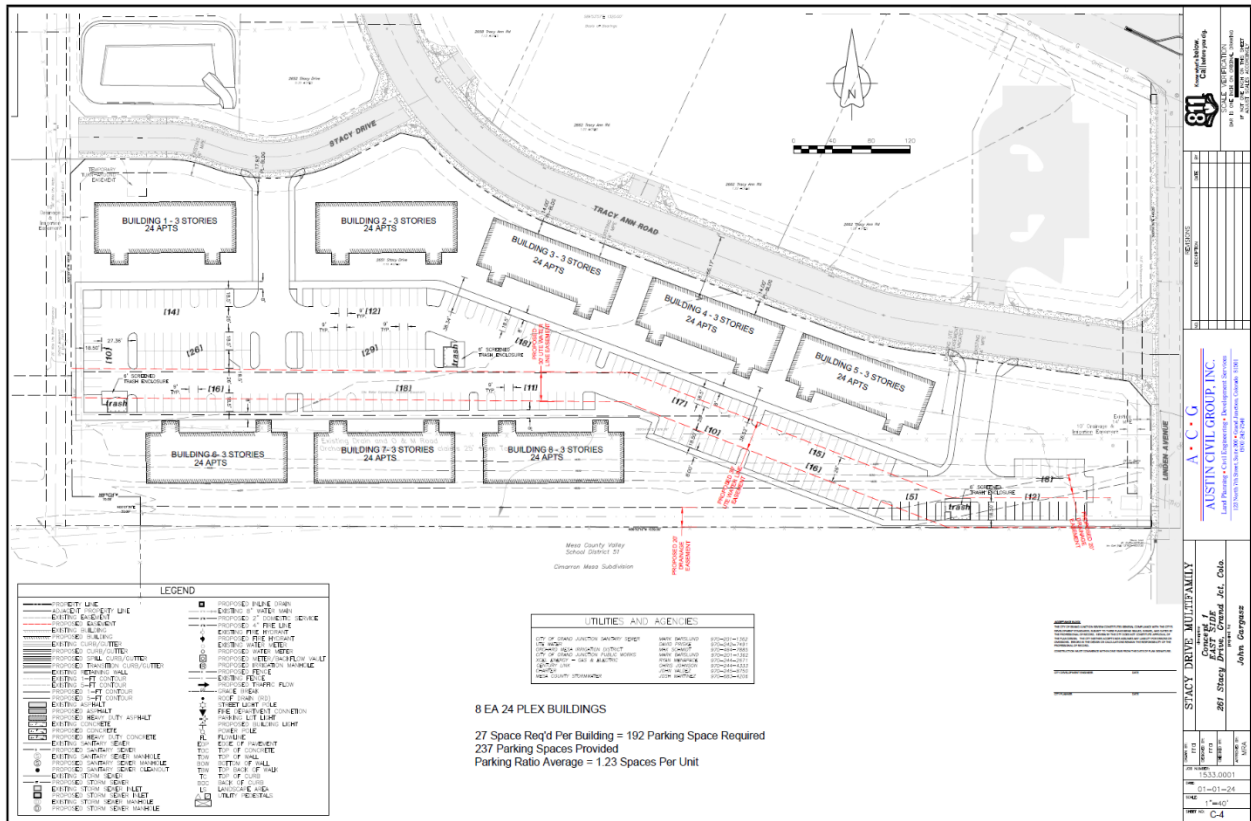
We are confident that with the city's support, we can pioneer an exemplary net-zero project for Grand Junction. This endeavor will play a vital role in mitigating the prevailing housing shortage, offering residents with high-quality, affordable, and energy-efficient housing. Thank you!

Regards,

John Gargasz
Founder & Managing Partner
Aspire Residential

Appendix

Conceptual Site Plan



Impact Fees Spreadsheet*

	No. of units	Fire (\$530/unit)	Police (\$227/unit)	Park & Recreation (\$962/unit)	Traffic w/ 50% off (\$3075/unit*0.5)	Phase total
Phase I	72	38,160	16,344	69,264	110,700	234,468
Phase II	120	63,600	27,240	115,440	184,500	390,780
Total	192	101,760	43,584	184,704	295,200	625,248

*Based on fee rate 2024, City of Grand Junction

Ute Tap Fee Spreadsheet*

	No. of units	No. of buildings	Tap Fee (\$8000/unit for the first unit of each building, then \$4800/unit)
Phase I	72	3	355,200
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Total	192	8	947,200

*Based on the quote from Ute Water Conservancy District, Grand Junction

John Gargasz Background

John Gargasz, age 55, is a serial tech entrepreneur and real estate professional. In the tech realm, John has served as engineer, general manager, managing director, investor and board member across a variety of business verticals including defense technology, Internet of Things (IOT) wireless networks, advanced materials, clean energy and robotics automation. He also cofounded 10X Ventures, a seed stage tech angel fund.

Mr. Gargasz's real estate experience includes development, infrastructure and construction of single-family homes, as well as multifamily and SFH distressed asset acquisition and as a limited partner in various multifamily projects. Since 2022, Mr Gargasz has researched cost effective, net zero, sustainable building design and operations to develop the Aspire Residential business model. Mr. Gargasz holds a B.S. in Mechanical Engineering from the University of Colorado Boulder (CU), completed 1 year of Environmental Engineering graduate studies at CU and completed the MIT Sloan School Greater Boston Executive Program. He resides in the Boston area with his wife Laura. They are the parents of two grown children. Mr Gargasz supports various charitable causes and served as a past chair of the Entrepreneurs Foundation of New Hampshire (non-profit) and currently serves on the STEM Advisory Committee at The Derryfield School.

Real Estate Track Record

- Marion Creek Partners. Mr Gargasz led a small fund to acquire 50 homes in the Kissimmee, Florida area in 2009-2010. The homes were managed as rentals for a number of years and then sold off.
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- Mr Gargasz led the repositioning and lease up of 21 Continental Boulevard a 110k sq ft commercial office/R&D space in Merrimack NH.

About Aspire

Aspire Residential is a real estate investment company committed to sustainability and affordability while ensuring profitability for our investors. Through a vertical integration approach, we develop, build, own, and operate attainable, net-zero, sustainable, healthy, and resilient multifamily communities in suburban United States. At Aspire Residential, we firmly believe that real estate investment is a long-term endeavor, and it creates enduring value for both our investors and community residents.

Aspire Strategy

Aspire believes it can address this challenge with the following approach:

- Long term ownership to justify longer duration ROI which in turn allows for more aligned tenant/owner incentives
- Building a 'Model T but in any color' multifamily product to minimize project to project incremental expenses (engineering, architecture, construction management, property management)
- To a reasonable extent, purchase materials direct including HVAC, appliance, flooring, cabinets and fixtures to eliminate distribution channel and subcontractor mark up.
- In certain geographies, partner with general contractors to defer the fee into the limited partner ownership structure
- Intelligently integrating business systems end to end to optimize design, construction and cost of ownership
- Include utilities in the rent to generate incremental margin
- Use proven materials and software in our buildings - fast follower approach

- Leveraging federal, state and local incentives and grants to offset the higher CAPEX associated with net-zero construction
- Replicating this model across geographies to achieve benefits of scale through local partnerships

Memorandum

TO: Members of City Council

FROM: Andrea Phillips, Interim City Manager
Tamra Allen, Community Development Director

DATE: September 30, 2024

SUBJECT: Aspire Residential LLC - Liberty Apartments Funding Request Follow-Up Information

The City has received a request from Aspire Residential LLC ("Aspire"), represented by John Gargas, to assist in funding a 192-unit apartment complex called Liberty Apartments located at 2651 Stacy Drive. Aspire proposes constructing the units in two phases, including 72 units to be completed by June 2026 and 120 units to be completed by April 2028. Aspire initially sought to develop this project as a Low-Income Housing Tax Credit (LIHTC) project but the more favorable Qualified Census Tract designation expired (see Memo: Aspire Residential Update and Private Activity Bond Assignment of Allocation dated April 24, 2024). Aspire is now proposing the project be a housing project that would rent-restrict 20 percent of the units (38) to 80 percent AML for 30 years.

Aspire is requesting a total contribution from the City of \$1,723,186 of which \$715,000 would purchase the land, \$625,248 would pay the project's impact fees, and \$382,938 would go towards relocating a drainage ditch on the property.

The City Council discussed the request at the August 19 workshop. The Council asked for supplemental information, including:

1. Financials for the project.
2. Project timeline per phase.
3. Information about the project's feasibility if the City does not contribute or is only able to contribute in part

Aspire has provided information in a presentation, linked [here](#), to address the issues above. Note that if the project utilizes funding through CHFA, they will conduct a full financial review at that time. The Council also requested the following information:

4. Civil engineering draws of the ditch so that the City may evaluate it for the possibility of assisting in moving and piping the ditch. The staff has reviewed the civil plans and has evaluated the cost of constructing this ditch relocation internally. The City's cost to perform this work is \$560,507, of which \$464,807 includes purchasing materials and rental equipment. The remaining are for City labor costs. The City could accommodate this work in the limited months of January and February only and with adequate notice.
5. Clarification if the project could be counted towards the city's Prop. 123 commitments. The staff has confirmed with DOLA that if the project utilizes the Proposition 123 Equity Affordable Housing

Financing Fund, whereby the project provides income-qualified units averaging 90 percent AMI with a 30-year commitment to affordability, these units will count toward the City's Prop. 123 goal. Utilization of other funding sources will not be applied to the City's Prop. 123 unit count.

Currently, the City does not have a policy in place to offer incentives for housing that exceeds its adopted definition of affordable rental housing (60 percent AMI or less). The City has not budgeted for this type of project contribution; however, the Recommended City Manager's budget will contain \$344,637 in incentives for this project, which equates to 20 percent of the requested contribution. Please contact Interim City Manager Andrea Phillips if you wish to schedule a workshop item or a regular agenda item to discuss this request.

Attachments:

- Aspire Residential Letter of Request for Contribution to Liberty Apartments Project, July 15, 2024

C: John Shaver, City Attorney

Department Directors



John Gargasz
Founder & Managing Partner
Aspire Residential LLC
21 Continental Blvd
Merrimack, NH 03054

July 15, 2024

Andrea Phillips
Interim City Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

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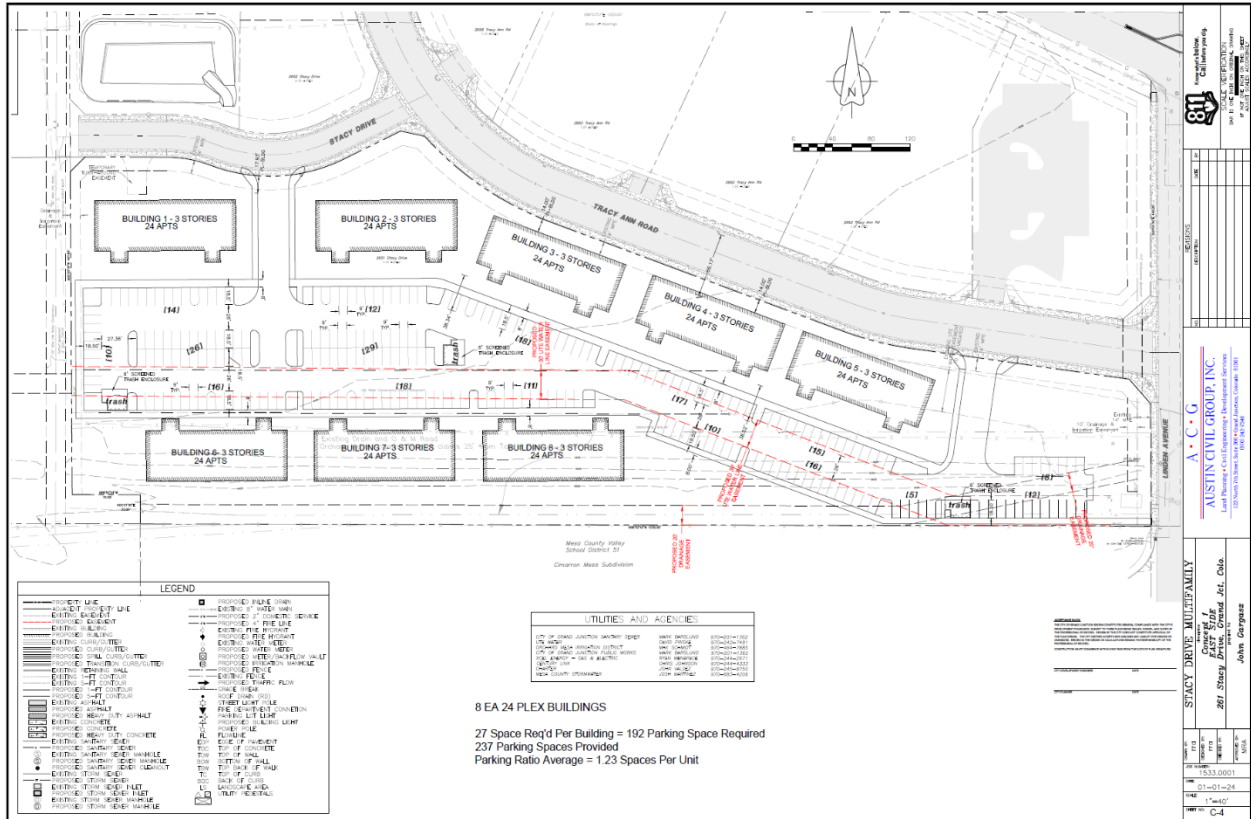
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From: Weesner - DOLA, Ashley <ashley.weesner@state.co.us>
Sent: Friday, August 23, 2024 2:01 PM
To: Ashley Chambers <ashleyc@gjcity.org>
Cc: DiFalco - DOLA, Robyn <robyn.difalco@state.co.us>; connor.everson@state.co.us; Terry Barnard <tbarnard@chfainfo.com>
Subject: Re: Couple of Questions

⚠ EXTERNAL SENDER ⚠

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

Good afternoon Ashley!

Nice to hear from you and Robyn is correct in that the Prop123 funds for Equity can be counted toward your commitment per statute stating the following:

FOR THE PURPOSE OF CALCULATING WHETHER A LOCAL GOVERNMENT OR
TRIBAL GOVERNMENT HAS MET THE REQUIREMENTS OF SUBSECTION (1) OF
THIS SECTION, ALL UNITS FUNDED THROUGH THE PROGRAMS CREATED IN
SECTION 29-32-104 (1)(b), (1)(c)(I), (1)(c)(II), AND (1)(C)(III) ARE COUNTED
TOWARDS THE LOCAL GOVERNMENT'S OR TRIBAL GOVERNMENT'S GROWTH
REQUIREMENT.

Then here it is further referenced:

(b) An affordable housing equity program to be administered by the administrator. The program shall make equity investments in low- and middle-income multi-family rental developments. The program shall also make equity investments in existing projects which include multi-family rental units for the purpose of ensuring that said projects remain affordable. The average designated imputed income by household size for projects funded by the program must not exceed 90% of the area median income as established by the United States Department of Housing and Urban Development and published by the department or a statewide political subdivision or authority on housing, and regulated units in the project must have a gross rent limit that does not exceed thirty percent of the imputed income limitation applicable to the units.

Colo. Rev. Stat. § 29-32-104

Hope this is helpful and please let me know if you have any other questions I can help clarify.

Thanks,

Ashley Weesner
Proposition 123 Program Manager

C 303.549.9382

1313 Sherman St. Room 500, Denver, CO 80203

ashley.weesner@state.co.us | www.colorado.gov/dola

Under the Colorado Open Records Act (CORA), all messages sent by or to me on this state-owned e-mail account may be subject to public disclosure.

On Fri, Aug 23, 2024 at 1:25 PM Ashley Chambers <ashleyc@gjcity.org> wrote:

Thank you, Robyn—I appreciate the quick response.

Ashley or Terry, please confirm if the unit consideration is accurate, I'm working on a draft response for my City Council. I want to ensure the information is correct, as it may influence City funding and participation in the project.

Thanks again,

Ashley Chambers, MPA

Housing Manager

City of Grand Junction

250 N. 5th Street

O: 970-256-4081

gjcity.org | [EngageGJ](#)



From: DiFalco - DOLA, Robyn <robyn.difalco@state.co.us>
Sent: Friday, August 23, 2024 1:06 PM
To: Ashley Chambers <ashleyc@gjcity.org>
Cc: connor.everson@state.co.us; Ashley Weesner - DOLA <ashley.weesner@state.co.us>; Terry Barnard <tbarnard@chfainfo.com>
Subject: Re: Couple of Questions

⚠ **EXTERNAL SENDER** ⚠

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

Hi Ashley,

I've included a couple folks on this response who can help answer your questions:

- Terry Barnard with CHFA is a good contact on the Equity Program
- Ashley Weesner is DOLA's new Prop 123 Program Manager and a good contact on Prop 123 compliance-type questions.

And I believe the answer to your first question is that **if rental units are funded through Prop 123 Equity funding, yes, they will count towards your local government commitment, even if they are above 60% AMI.** **Terry or Ashley**, feel free to amend my answer or provide better explanation.

Robyn DiFalco

Local Planning Capacity Grant Program Manager (Prop 123)

Community Development Office

Division of Local Government, DOLA

[She/Her/Ella*](#)



COLORADO
Department of Local Affairs
Division of Local Government

P 720.682.5202

1313 Sherman Street, Room 521, Denver, CO 80203

robyn.difalco@state.co.us | www.dola.colorado.gov

Memorandum

TO: Members of City Council

FROM: Andrea Phillips, Interim City Manager
Tamra Allen, Community Development Director

DATE: September 30, 2024

SUBJECT: Aspire Residential LLC - Liberty Apartments Funding Request Follow-Up Information

The City has received a request from Aspire Residential LLC (“Aspire”), represented by John Gargas, to assist in funding a 192-unit apartment complex called Liberty Apartments located at 2651 Stacy Drive. Aspire proposes constructing the units in two phases, including 72 units to be completed by June 2026 and 120 units to be completed by April 2028. Aspire initially sought to develop this project as a Low-Income Housing Tax Credit (LIHTC) project but the more favorable Qualified Census Tract designation expired (see Memo: Aspire Residential Update and Private Activity Bond Assignment of Allocation dated April 24, 2024). Aspire is now proposing the project be a housing project that would rent-restrict 20 percent of the units (38) to 80 percent AML for 30 years.

Aspire is requesting a total contribution from the City of \$1,723,186 of which \$715,000 would purchase the land, \$625,248 would pay the project’s impact fees, and \$382,938 would go towards relocating a drainage ditch on the property.

The City Council discussed the request at the August 19 workshop. The Council asked for supplemental information, including:

1. Financials for the project.
2. Project timeline per phase.
3. Information about the project’s feasibility if the City does not contribute or is only able to contribute in part

Aspire has provided information in a presentation, linked [here](#), to address the issues above. Note that if the project utilizes funding through CHFA, they will conduct a full financial review at that time. The Council also requested the following information:

4. Civil engineering draws of the ditch so that the City may evaluate it for the possibility of assisting in moving and piping the ditch. The staff has reviewed the civil plans and has evaluated the cost of constructing this ditch relocation internally. The City’s cost to perform this work is \$560,507, of which \$464,807 includes purchasing materials and rental equipment. The remaining are for City labor costs. The City could accommodate this work in the limited months of January and February only and with adequate notice.
5. Clarification if the project could be counted towards the city’s Prop. 123 commitments. The staff has confirmed with DOLA that if the project utilizes the Proposition 123 Equity Affordable Housing

Financing Fund, whereby the project provides income-qualified units averaging 90 percent AMI with a 30-year commitment to affordability, these units will count toward the City's Prop. 123 goal. Utilization of other funding sources will not be applied to the City's Prop. 123 unit count.

Currently, the City does not have a policy in place to offer incentives for housing that exceeds its adopted definition of affordable rental housing (60 percent AMI or less). The City has not budgeted for this type of project contribution; however, the Recommended City Manager's budget will contain \$344,637 in incentives for this project, which equates to 20 percent of the requested contribution. Please contact Interim City Manager Andrea Phillips if you wish to schedule a workshop item or a regular agenda item to discuss this request.

Attachments:

- Aspire Residential Letter of Request for Contribution to Liberty Apartments Project, July 15, 2024

*C: John Shaver, City Attorney
Department Directors*



John Gargasz
Founder & Managing Partner
Aspire Residential LLC
21 Continental Blvd
Merrimack, NH 03054

July 15, 2024

Andrea Phillips
Interim City Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Memo: Request for City of Grand Junction's contribution to Liberty Apartments project

Dear Andrea,

This memo addresses revision to our proposal for the Liberty Apartments development project at 2651 Stacy Drive. Given the time frame constraints and the complexity of a LIHTC project, we have shifted our focus to a middle-income housing project. With at least twenty percent of the total 192 units rent-restricted at 80% AMI, we are providing residents about \$300 per unit per month lower rent compared to market, and a 30-year long-term affordability.

Project Background

The project contains three-story net-zero garden apartments at a premium location in Grand Junction. The 7.11-acre site is on the south side of Stacy Drive and Tracy Ann Road where they intersect with Palmer Street in the Orchard Mesa section of the City of Grand Junction, Colorado. The site has easy access to neighborhood schools, a City Market grocery store and pharmacy, and downtown Grand Junction and a local bus route that connects to other bus system routes throughout the Grand Valley.

The first 72-unit phase will have 54 one-bedroom/one-bath units and 18 two-bedroom/two-bath units as well as an exterior playground and BBQ/picnic area. The complex will eventually consist of 8 three-story buildings of 24 units each.

In terms of the building specs, each floor of each building will have 6 one-bedroom units and 2 two-bedroom units, with the two-bedroom units being the end units on each floor. The first floor is ADA compliant, ensuring accessibility for all residents. Constructed to meet ASHRAE 90.1 standards, it aligns with Passive House principles for energy efficiency. The roof is equipped with solar panels to achieve Net Zero energy status.

Proposal History Recap

The rezoning to R24 got approved by the City of Grand Junction in March 2024. The initial proposal suggested utilizing 4% LIHTC with QCT incentives, with all units at or below 60% AMI. However, this faced challenges due to a tight timeframe and the expiration of QCT status, which is necessary for 4% LIHTC underwriting. Consequently, we have shifted our focus to a middle-income project serving 80% to 120% AMI tenants. If the current multi-family rental project proves infeasible then the property will likely need to be rezoned for a commercial project or a residential For Sale project as market rate rental projects have been infeasible to develop since Q1 of 2023 due to increased interest and construction costs. With commercial development or residential development at reduced density the impact fee receipts will be substantially lower.

Aspire Residential's Middle-Income Commitment

Aspire proposes twenty percent (38 units) of the 192 units will be rent restricted at 80% AMI with recorded covenants, providing tenants with a substantial rent reduction of approximately \$300 per unit per month compared to current market rental rates. Moreover, all units are bound by rent restrictions set at or below 120% of the AMI, ensuring accessibility to a wider range of residents. We pledge to maintain this affordability for the long term, with a 30-year commitment.

Ask for City's Contribution

Despite fully utilizing all available capital sources, we still require the city's contribution to make the project financially viable for equity investors while maintaining debt covenants. We kindly ask the following support to close the financing gap:

- \$715,000 Land Contribution
- \$625,248 Impact Fee Waiver (\$234,468 for phase I and \$390,780 for phase II, spreadsheet attached)
- \$382,938 towards piping and relocation of the Drainage Ditch that is owned by the City of Grand Junction

The total contribution is \$1,723,186 or \$45,347 per 80% AMI unit. It consists of about 3% of the overall development budget. Aside from the request above, there is a very substantial \$947,200 Ute Water tap fee that has NOT been included in the request.

Proposed Timeline

August 2024 – City's intention of support
December 2024 – Site review and approval
March 2025 – Phase I gap financing and grants secured
April 2025 – Phase I all financing source secured
May 2025 – Final permit received, phase I construction starts
June 2026 – Phase I all 72 units put in service
January 2027 – Phase II construction starts
April 2028 – Phase II all 120 units put in service

Notional Capital Partners

In response to the current market conditions, the project intends to leverage statewide concessionary debt to address the funding gap. Prospective subordinate debt sources include the Transformational Housing Loan Fund (THLF) from Colorado Department of Local Affairs (DOLA), and the Colorado Clean Energy Fund (CCEF). Regarding the equity investors, MSquared, a New York-based female-led real estate impact fund focusing on middle-income housing, has expressed strong interest in Aspire's net-zero, workforce housing projects. Additionally,

the founder and managing partner of Aspire Residential, John Gargas, plans to participate in a portion of the equity stack to demonstrate our commitment.

We are confident that with the city's support, we can pioneer an exemplary net-zero project for Grand Junction. This endeavor will play a vital role in mitigating the prevailing housing shortage, offering residents with high-quality, affordable, and energy-efficient housing. Thank you!

Regards,

John Gargas
Founder & Managing Partner
Aspire Residential

John Gargasz Background

John Gargasz, age 55, is a serial tech entrepreneur and real estate professional. In the tech realm, John has served as engineer, general manager, managing director, investor and board member across a variety of business verticals including defense technology, Internet of Things (IOT) wireless networks, advanced materials, clean energy and robotics automation. He also cofounded 10X Ventures, a seed stage tech angel fund.

Mr. Gargasz's real estate experience includes development, infrastructure and construction of single-family homes, as well as multifamily and SFH distressed asset acquisition and as a limited partner in various multifamily projects. Since 2022, Mr Gargasz has researched cost effective, net zero, sustainable building design and operations to develop the Aspire Residential business model. Mr. Gargasz holds a B.S. in Mechanical Engineering from the University of Colorado Boulder (CU), completed 1 year of Environmental Engineering graduate studies at CU and completed the MIT Sloan School Greater Boston Executive Program. He resides in the Boston area with his wife Laura. They are the parents of two grown children. Mr Gargasz supports various charitable causes and served as a past chair of the Entrepreneurs Foundation of New Hampshire (non-profit) and currently serves on the STEM Advisory Committee at The Derryfield School.

Real Estate Track Record

- Marion Creek Partners. Mr Gargasz led a small fund to acquire 50 homes in the Kissimmee, Florida area in 2009-2010. The homes were managed as rentals for a number of years and then sold off.
- Winter Garden Realty. In 2010, Mr Gargasz led the acquisition of a 64-unit apartment complex in Winter Garden Florida as managing member. He managed the stabilization, renovation and rebranding of the property as Garden City Apartments. He continues to manage the property via Gargasz Property Management (GPM).
- Lilac Garden (Dover, NH), Oakgate (Gainesville, FL), The Henry (Lakeland, FL). Mr Gargasz has been/continues to be a limited partner in these value-add multifamily projects.
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- Mr Gargasz led the repositioning and lease up of 21 Continental Boulevard a 110k sq ft commercial office/R&D space in Merrimack NH.

About Aspire

Aspire Residential is a real estate investment company committed to sustainability and affordability while ensuring profitability for our investors. Through a vertical integration approach, we develop, build, own, and operate attainable, net-zero, sustainable, healthy, and resilient multifamily communities in suburban United States. At Aspire Residential, we firmly believe that real estate investment is a long-term endeavor, and it creates enduring value for both our investors and community residents.

Aspire Strategy

Aspire believes it can address this challenge with the following approach:

- Long term ownership to justify longer duration ROI which in turn allows for more aligned tenant/owner incentives
- Building a 'Model T but in any color' multifamily product to minimize project to project incremental expenses (engineering, architecture, construction management, property management)
- To a reasonable extent, purchase materials direct including HVAC, appliance, flooring, cabinets and fixtures to eliminate distribution channel and subcontractor mark up.
- In certain geographies, partner with general contractors to defer the fee into the limited partner ownership structure
- Intelligently integrating business systems end to end to optimize design, construction and cost of ownership
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- Use proven materials and software in our buildings - fast follower approach

- Leveraging federal, state and local incentives and grants to offset the higher CAPEX associated with net-zero construction
- Replicating this model across geographies to achieve benefits of scale through local partnerships



John Gargasz
Founder & Managing Partner
Aspire Residential LLC
21 Continental Blvd
Merrimack, NH 03054

July 15, 2024

Andrea Phillips
Interim City Manager
City of Grand Junction
250 N. 5th Street
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- Replicating this model across geographies to achieve benefits of scale through local partnerships

RESOLUTION NO. 83-24

A RESOLUTION SUPPORTING A CONDITIONAL FINANCIAL COMMITMENT OF \$885,531 FOR THE LIBERTY APARTMENT HOUSING PROJECT

Recitals:

Aspire Residential LLC ("Developer") has requested that the City assist in funding the construction of the 192-unit apartment Liberty Apartment complex located at 2651 Stacy Drive, Grand Junction ("Project.")

The Developer's request for funding is attached and incorporated by this reference as if fully set forth. As provided in the request, the Developer is proposing to construct the units in two phases with 72 units to be completed by June 2026 and 120 units to be completed by April 2028.

The Developer is now proposing the Project be rent-restricted using either Proposition 123 Equity Program or Concessionary Debt. Those programs require either:

- Rental rates at 90% AMI Average for all units for a period of 30 years (Proposition 123 Equity Program); or,
- 20 percent of units (38) at 80 percent AMI for a period of 30 years (Proposition 123 Concessionary Debt.)

If the Project receives funding from either of these competitive Proposition 123 funding sources, the units will count toward the City's Proposition 123 commitment so long as the units receive a Building Permit(s) prior to December 31, 2026. The City's financial support for Phase I is conditioned upon the utilization of one of these Proposition 123 funding sources as well as meeting the December 31, 2026 deadline for issuance of Building Permit(s) for the 72-units. The City's Proposition 123 commitment is 375 affordable units for the 3-year period commencing in 2024 until December 31, 2026.

At this time, the Developer has modified its request for the City to contribute \$885,531 to the Phase I portion of the Project including 72 units. The City's 2025 budget includes \$344,637 from the 201 Sales Tax Fund; the additional funding of \$510,894 for the Project would need to be allocated from City reserves.

City policy does not provide incentives for housing that does not meet its adopted definition of Affordable (60 percent AMI or less); however, by virtue of the Project's location in the community and that the units will assist in meeting the 123 commitment, the City Council does find and determine that it is right and proper to conditionally support the Project by and with conditional approval of funding in the amount of \$885,531.

With the passage and adoption of this Resolution, the City Council is authorizing and directing the City staff to work with the Developer to draft an agreement outlining

expectations for performance and timing for the City contribution ("Funding Agreement.")

With passage and adoption of this Resolution, the City Council further directs the City staff to agendize an ordinance for authorization of \$510,894 as a supplemental appropriation from City General Fund reserves.

The funding contemplated by this Resolution is expressly contingent and conditioned on an award to the Developer of Proposition 123 Equity Program or Concessionary Debt and negotiation and approval by the City Council of a Funding Agreement and a majority of the City Council approving the Funding Agreement and the supplemental appropriation being heard, approved and becoming legally effective as provided by law.

For and in consideration of the foregoing Recitals, the City Council authorizes the City Manager, City Attorney and other City staff act in accordance with and pursuant to this Resolution.


NOW THEREFORE, BE IT RESOLVED THAT:

1. The Recitals are incorporated herein and in consideration of the same and with due deliberation the City Council expresses its conditional support for a financial commitment by the City of a total of \$885,531 in support of Phase I of the Liberty Apartment project.
2. The City Council by and with this Resolution authorizes the City Manager and City Attorney to initiate negotiations with the Developer to draft an agreement outlining expectations for performance and timing for the City contribution ("Funding Agreement.")
3. The City Council by and with this Resolution authorizes the City Manager to initiate supplemental budget appropriations, subject to the adoption by the City Council of the introduce and heard appropriation ordinance, to allocate \$885,531 from the General Fund reserves to conditionally support Phase I of the Liberty Apartment project.
4. This Resolution and any commitment(s) made or purported to be made are conditional and the City is not and shall not be obligated by the passage and adoption hereof unless and until each and every condition of law and policy are satisfied to as determined by the City Council in its sole and absolute discretion.

FURTHERMORE, BE IT RESOLVED THAT

5. With the adoption of this Resolution the City Council is not deciding any matter that relates, or may be claimed to relate, to land use approval(s) or any other matter not taken up herein or herewith.

Passed and adopted this 20th day of November 2024.



Abram Herman
President of the City Council

ATTEST:


Selestina Sandoval
City Clerk





Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: March 19, 2025
Presented By: Jodi Welch, Interim Finance Director
Department: Finance
Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

An Ordinance for Supplemental Appropriations for Confluence Center of Colorado
Continued to April 2, 2025

RECOMMENDATION:

Staff recommends introducing the proposed ordinance making supplemental appropriations to amend the 2025 City of Grand Junction Budget and setting a hearing for February 5, 2025.

EXECUTIVE SUMMARY:

At the City Council workshop on December 2, 2024, Council expressed support for funding the Confluence Center of Colorado for the acquisition of .8 acres within the RiverFront at Dos Rios as well as payment of development fees related to the project. This action will introduce the supplemental appropriation to provide spending authority of \$299,749. The acquisition and project is pending plat finalization for the lot, once that is completed, the date of the public hearing will be set.

BACKGROUND OR DETAILED INFORMATION:

The Confluence Center of Colorado, comprised of five local non-profits including RiversEdge West, One Riverfront, Colorado Canyons Association, the Colorado West Land Trust and Eureka! McConnell Science Museum is requesting \$299,748.60 in funding to assist in the construction an approximately 10,700 square foot building within the RiverFront at Dos Rios. The building will be home to this non-profit collaborative center and include office and meeting space, and Pre-K education and childcare for their employees and the broader community.

The request of \$299,748.60 includes the price to purchase the .80 acres of land for the majority of their building site (\$239,886) and the remainder reflects the cost of

development-related fees including the application, Transportation, Fire, Police, Water tap, sewer tap, storm drainage and engineering inspection fees (\$59,862.60). Additional information about the project is contained within the attached communications from the Confluence Center.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grand Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and is supported by the supplementary documents incorporated by reference above.

This new spending for the Confluence Center will come from the available fund balance in the General Fund which is projected at \$12.84 million after Council's authorization of the supplemental appropriation using \$2.6 million from the available fund balance, which included \$1.96 million for the Salt Flats Infrastructure. Now that the City has been notified of the grant award for the Salt Flats Infrastructure, \$1.96 million will be replenished to the reserve increasing the projected available fund balance from \$12.84 to \$14.8 million at December 31, 2024.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5251, an ordinance making the supplemental appropriations to the 2025 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2025 and ending December 31, 2025.

Attachments

1. Confluence Ctr 10.19.2023
2. Confluence Ctr 03.14.2024
3. Confluence_Center_City_Request_2024.10.25
4. Confluence Ctr Brochure
5. 2025 Supplemental Appropriation Ordinance First Reading, January 15, 2025 (2)



Members of the Grand Junction City Council

October 19, 2023

Via E-mail

Dear City Council Members:

We are excited to bring to your attention an ambitious partnership involving five local organizations: RiversEdge West, Eureka! Science Museum, Colorado West Land Trust, One Riverfront, and Colorado Canyons Association. These organizations share a common commitment to land and water conservation, stewardship, community engagement, recreation, collaboration, education, and science. Together, we aim to transform the Confluence Center building at Dos Rios into a vibrant reality.

Our collective vision for the Confluence Center is to establish a non-profit center that offers collaborative office and meeting space, pre-K education and childcare for our employees and the broader community, and a focal point for the region on our shared values. The center will host conferences, public presentations, and countless other events to engage the community. We believe that the benefits of the center will extend far beyond the sum of its parts. By fostering community involvement and knowledge sharing, it will significantly enhance the support for each partner's missions.

To turn this vision into reality, approximately six million dollars will be needed for the center's construction. We respectfully request the City of Grand Junction to donate a portion of the land for the center as a way to support this effort, the organizations and our collective missions. The center will be an important anchor to the Dos Rios development and contribute to the character of the new neighborhood, helping to make it a vibrant place to live and work. We have broad community support and have engaged a consultant to lead our capital campaign.

We welcome the opportunity to meet with the council and share more details about the center's vision, benefits, timeline, and capital campaign. Please don't hesitate to reach out to us with any questions.

Sincerely,

Rusty Lloyd, Executive Director, RiversEdge West
Jenn Moore, Executive Director, Eureka! Science Museum
Rob Bleiberg, Executive Director, Colorado West Land Trust
John Gormley, Chair, Riverfront Foundation
Chris Herrman, Executive Director, Colorado Canyons Association

CONFLUENCE CENTER OF COLORADO
*Supporting the community by advancing land and water conservation, science, recreation, and
environmental education*
EIN 93-3159806



City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501

March 14, 2024

Dear City Council,

We are writing to express excitement for a potential new gem to be built along the Colorado River in Grand Junction – the Confluence Center of Colorado. As the leaders tasked with bringing this project to reality, we are hopeful the City of Grand Junction will share in our enthusiasm for this project and consider supporting this with a gift of land to the organization. The city’s partnership in this project is critical to our success.

We know the city shares a commitment to the redevelopment of the riverfront and has in fact partnered with our organizations in the past to help build trail systems and restore vital habitat along the river corridors. We have valued these partnerships and hope to continue that legacy with you in this new and exciting project. This project carries in the same spirit of past partnerships with the city by revitalizing our riverfront in the new Dos Rios redevelopment.

Confluence Center of Colorado was founded by five leading local non-profits: RiversEdge West, One Riverfront, Colorado Canyons Association, the Colorado West Land Trust and Eureka! McConnell Science Museum. Once built, the Confluence Center of Colorado will bring together mission-focused organizations working at the confluence of land and water science, education, agriculture, and stewardship. Together, the Confluence Center partners’ united presence and unique location will increase science-based education and stewardship capability and magnify the long-term impact to shape our land and water future for the community. With support from leaders like the city of Grand Junction, we can realize our vision to construct this important place. These non-profits have a proven track record of successful projects and initiatives and are committed to collaboratively making this place a reality to make an even greater difference in the environmental and recreational landscape of this community.

Currently, the Confluence Center of Colorado has raised \$2.8 million with a goal of \$7.5 million. We have many community leaders and organizations that are engaging in this project, but it will take resources from leaders like the City Council to make the project a reality.

Enclosed with this letter you will find our case for support, which outlines in more detail the proposed project. We welcome the opportunity to discuss this project further and address any questions or concerns you may have.

Thank you for taking time to look at this incredible project and we are excited about the possibility of partnering with you to make a lasting impact on the long-term sustainability of our riverfront.

Sincerely,

Confluence Center Leadership Committee

Biff Messinger Don Schuster Joe Higgins John Gormley Mary Thom Marian Heesaker
Mike Perry Randy Spydell Rebecca Frank Stefanie Harville Tawni Kelley

CONFLUENCE CENTER OF COLORADO

Supporting the community by advancing land and water conservation, science, recreation, and environmental education

EIN 93-3159806



Members of the Grand Junction City Council – via email

October 25, 2024

Dear City Council Members:

We are sending this letter as an updated request to the first two letters you received, the first was dated 10/19/2023, and the second was dated 04/01/2024.

Design completion and formal submission for our building permit will conclude at the end of this month. The Confluence Center, Grand Junction Community Development, and May Reigler Properties have been working together since our last correspondence to detail the final property boundaries and determine values for the land in question. The following narrative and attached exhibit describe how the parcels of land will be conveyed, combined, and acquired for the Confluence Center Project:

The City of Grand Junction will sell May Riegler .313 acres for ~\$90,436. This value is calculated on a \$288,934 per acre price. The blue hatch area in the attached exhibit shows this area. This cost would be deducted from the contractual sell price of the City's existing Lot 5 to May Riegler.

To create the Lot for the Confluence project, the .313 City-owned property needs to be combined with .49 acres of property currently owned by May Reigler, the parcel was formerly the 'Sunshine Polishing Lot' and is shown in the yellow hatch on the attached exhibit. The value of this property is ~ \$149,450. This value is calculated on a \$305,000 per acre price.

May Riegler plans to convey to the Confluence project a larger area of .91 acres. However, this additional acreage (.11 acres) will eventually be needed to accommodate the remaining May Reigler development in this area. So there will be no funding request for this portion of the lot.

Our formal request from the City of Grand Junction is to fund the acquisition of .80 acres of the .91 acre lot, the proposed lot 3 that is outlined in red in the attached exhibit, for the amount of \$239,886. We're also requesting payment for all development-related fees. This includes the application, TCP, Fire, Police, water tap, sewer tap, storm drainage, and the engineering inspection fee for a combined value of \$59,862.60. The cumulative value of our formal request is **\$299,748.60**.

The local organizations that are partnering to make this a project a reality are: RiversEdge West, EUREKA! McConnell Science Museum, Colorado West Land Trust, One Riverfront, Colorado National Monument Association, and Colorado Canyons Association. These organizations all share the values of land and water conservation, stewardship, community, collaboration, education, and science. They all believe the Confluence Center will raise the visibility of these issues in the community to the benefit of the partners' missions.

Thank you for your consideration, we're confident that this project will greatly benefit the Grand Junction community for years to come.

Don't hesitate to reach out with any questions!

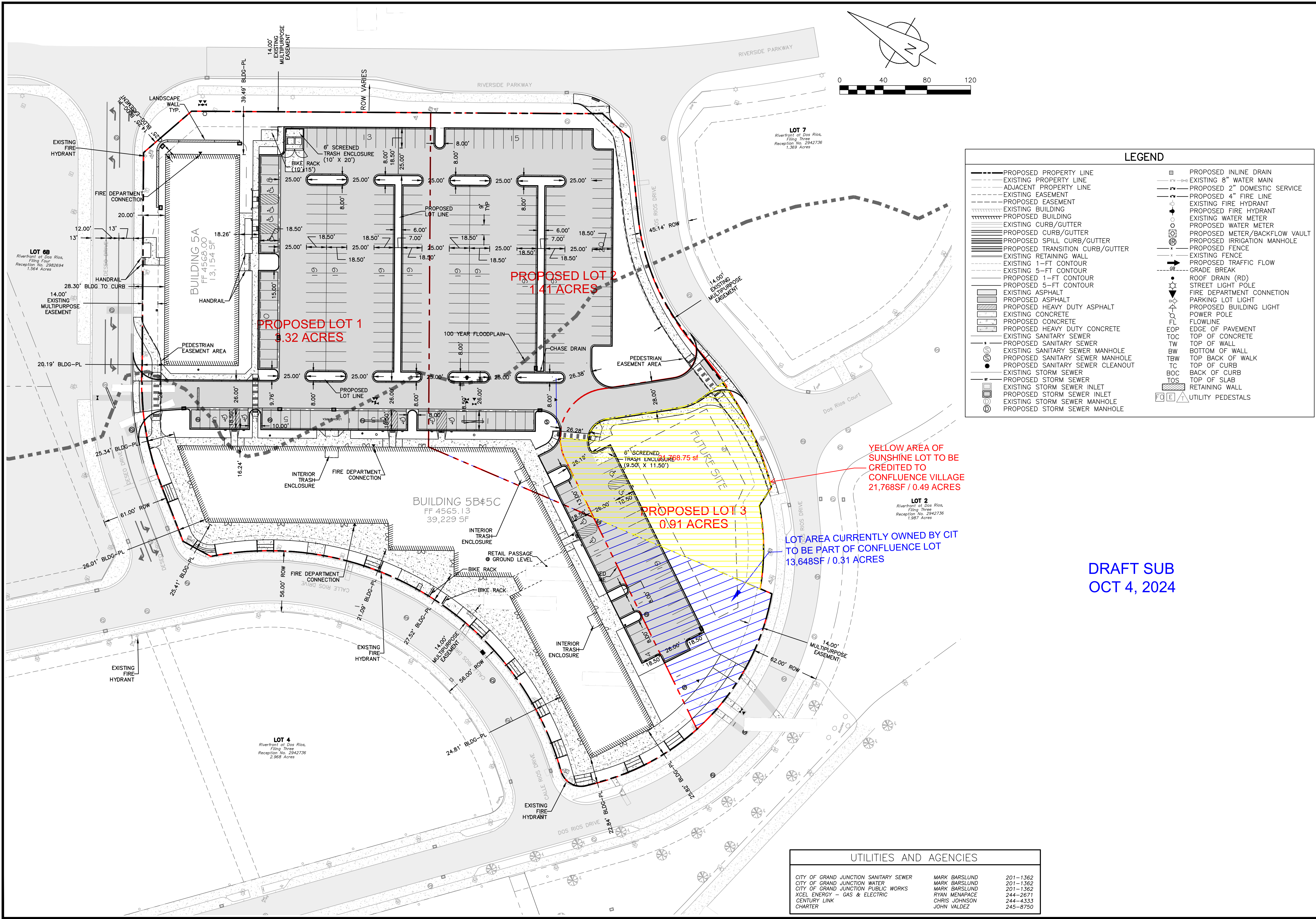
Sincerely,

Rusty Lloyd, Confluence Center Board President
Jenn Moore, Confluence Center Board of Directors
Michele Rohrbach, Confluence Center Board of Directors

CONFLUENCE CENTER OF COLORADO

Supporting the community by advancing land and water conservation, science, recreation, and environmental education

EIN 93-3159806



Know what's below. Call before you dig.

811

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

NO.	DATE	BY	REVISIONS
1	10/30/23	JC	SITE PLAN REVIEW COMMENTS 1

A · C · G
AUSTIN CIVIL GROUP, INC.
Land Planning • Civil Engineering • Development Services
123 North 7th Street, Suite 300 • Grand Junction, Colorado 81501
(970) 242-7540

RIVERFRONT @ DOS RIOS LOT 5
SITE PLAN - LOT 5
750 Calle Del Rio, GJ, Colorado
prepared for
DR LAND LLC

DRAWN BY:	JWC
DESIGNED BY:	JWC
CHECKED BY:	MRA
APPROVED BY:	MRA

JOB NUMBER: 1433.0005
DATE: 1-15-2024
SCALE: 1"=40'
SHEET NO: C-4

UTILITIES AND AGENCIES

CITY OF GRAND JUNCTION SANITARY SEWER	MARK BARSLUND	201-1362
CITY OF GRAND JUNCTION WATER	MARK BARSLUND	201-1362
CITY OF GRAND JUNCTION PUBLIC WORKS	MARK BARSLUND	201-1362
XCEL ENERGY - GAS & ELECTRIC	RYAN MENAPACE	244-2671
CENTURY LINK CHARTER	CHRIS JOHNSON	244-4333
	JOHN VALDEZ	245-8750

**DRAFT SUB
OCT 4, 2024**

THE CONFLUENCE CENTER



**CONFLUENCE
CENTER
OF COLORADO**

Photo by Grand Junction Visitors Bureau

**Mission-focused nonprofit organizations coming together
in one place to magnify their impact on our community,
region, and nation's land and water future.**

WHO WE ARE

The Confluence Center of Colorado is a nonprofit organization formed from a collaborative partnership of local nonprofits in Mesa County who are committed to the same mission-driven work of land and water stewardship, education, recreation, and restoration.

Unified around the values of stewardship, community, collaboration, connectivity and education, the founding partners include RiversEdge West; EUREKA! McConnell Science Museum; Colorado Canyons Association; One Riverfront, and Colorado West Land Trust.

Individually, each organization is contributing to western Colorado's sustainability through science-based education, water and land conservation, restoration, and stewardship efforts.

By combining each organization's work and expertise, the Confluence Center partners will skillfully meet the challenges that come with solving multifaceted issues related to land and water conservation. Cooperative partnerships and the center's unique location will lend themselves to natural economies of scale and transformative educational programming to help inspire devoted stewardship and long-lasting change.

FOUNDING NONPROFITS:



RiversEdge West

RESTORE + CONNECT + INNOVATE



COLORADO WEST LAND TRUST



CAMPAIGN LEADERSHIP:

Biff Messigner
Don Schuster
Joe Higgins
John Gormley
Mary Thom
Marian Heesaker

Mike Perry
Randy Spydell
Rebecca Frank
Stefanie Harville
Tawni Kelley



PROMOTING COMMUNITY WELL-BEING AND INTERCONNECTIVITY

“The late Jim Robb, a Grand Junction attorney, state legislator, state parks board member, and founding member and co-chair of the Grand Junction/Mesa County Riverfront Commission, had a vision almost 40 years ago that exists today in the portion of the Colorado State Parks system that is named after him.

His vision was of the Colorado River as a sparkling necklace, with pearls of state parks and community river conservation initiatives interspersed along the water front, from Cameo to Fruita. He would be honored to know that the Confluence Center is the latest of these lovely pearls.”

- Rebecca Frank
Confluence Center Leadership Team

PURPOSE

We believe every person is intrinsically connected to the health of our landscapes and has a vital role to play in order to maintain the inherent worth of our natural resources for future generations.

MISSION

We bring together mission-focused, nonpolitical organizations working at the confluence of land and water science, education, and stewardship to magnify our impact and ensure the longevity of our natural resources for future generations.

VISION

By coming together, our united presence and unique location will increase our science-based education and stewardship capability and magnify our long-term impact to shape our land and water future for the community, region, and nation.



COMING TOGETHER TO SHAPE OUR LAND + WATER FUTURE

The health of our rivers is more important than ever and the seven basin states and tribal nations understand this. **Decreasing snowpack, extended drought, and increased population are creating a drastically altered landscape.**

The Confluence Center will play a pivotal role in addressing these growing challenges for land and water resources in our region and community.

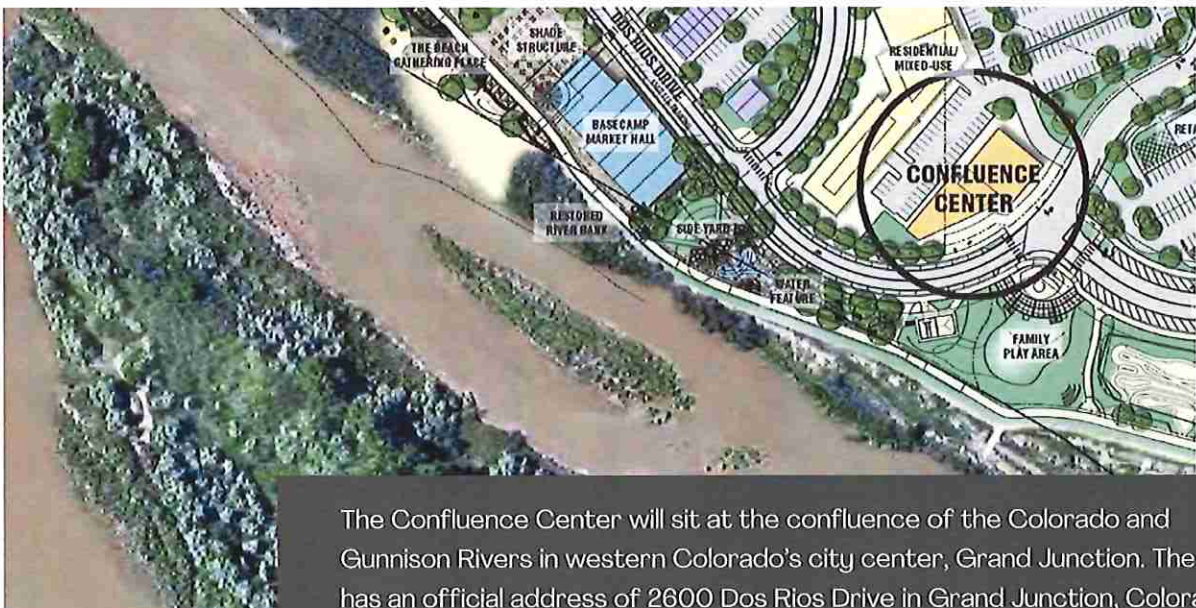
Nestled adjacent to the Colorado and Gunnison Rivers, this regional hub will provide a natural laboratory for like-minded partners to come together and converge their respective disciplines and science-based expertise.

The Confluence Center will become a distinctive fixture for land and water education, conservation, stewardship, restoration, and sustainable agriculture in our community, region and ultimately, nation.



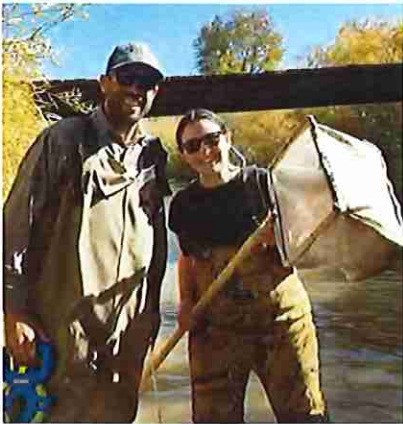
At a time of increasing drought conditions and relocation to the West, the potential to scale work through greater collaboration at the Confluence Center will lead to a magnified impact regionally and nationally.

LOCATION



The Confluence Center will sit at the confluence of the Colorado and Gunnison Rivers in western Colorado's city center, Grand Junction. The site has an official address of 2600 Dos Rios Drive in Grand Junction, Colorado.

THE BUILDING WILL INCLUDE



LAND & WATER RESOURCE HUB

Serving as a collaborative and informational site for work on western river systems, the building will have educational and interpretive resources for the public to gain a better understanding of land, water, science, and recreational and agricultural resources of our region.

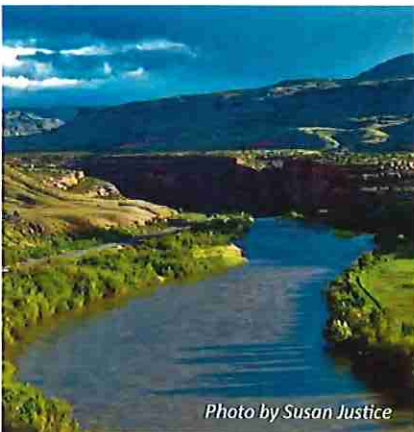


Photo by Susan Justice

CO-WORKING & COMMUNITY SPACE

CHILDCARE CENTER & PRESCHOOL

The STREAM (Science, Technology, Rivers, Art, and Mathematics) Preschool and Childcare Center will offer 45 full-time preschool slots at the Confluence Center and expand upon STEAM learning to highlight river and water education.

This new employer-based childcare center and community preschool is envisioned to be a community asset, incentivizing workforce development, providing high-quality early childhood development and education with an early introduction to science learning, and supporting equitable access for underserved and underrepresented children with scholarship enrollment.

Providing this resource at the Center addresses early childhood learning and childcare access gaps in Mesa County while simultaneously supporting the broader mission of the Confluence Center by incorporating strong education and field-based learning principles enhanced by the Center's close proximity and access to the river and riverfront trail system.



Packet Page 117



INTERACTIVE LOBBY

Landscapes come to life in the Confluence Center's interactive lobby. Visitors will be able to experience the power of the natural systems that give life to this region. Water, plant, and other exhibits will leave a memorable impression with guests and future stewards.



NONPROFIT WORKING SPACE

The Confluence Center will include working offices, shared conference rooms, and shared storage space for education and outdoor learning supplies that lends itself to enhanced collaboration among the nonprofit partners.

THE BUILDING

Architectural rendering of the potential building.



BUILDING DETAILS

The one-story building will house office space for all the partners, the preschool center, an interactive lobby that provides educational engagement for the public focusing on land and water science, conservation, and stewardship, conference and meeting rooms, classrooms, a kitchen, and open networking space for informal meetings.

COSTS

Working space dedicated to each nonprofit organization	\$4,250,000
Land Acquisition	\$750,000
Childcare center and preschool	\$1,750,000
Co-working and community space, land and water conservation resources for individuals and organizations within the community	\$750,000
TOTAL	\$7,500,000

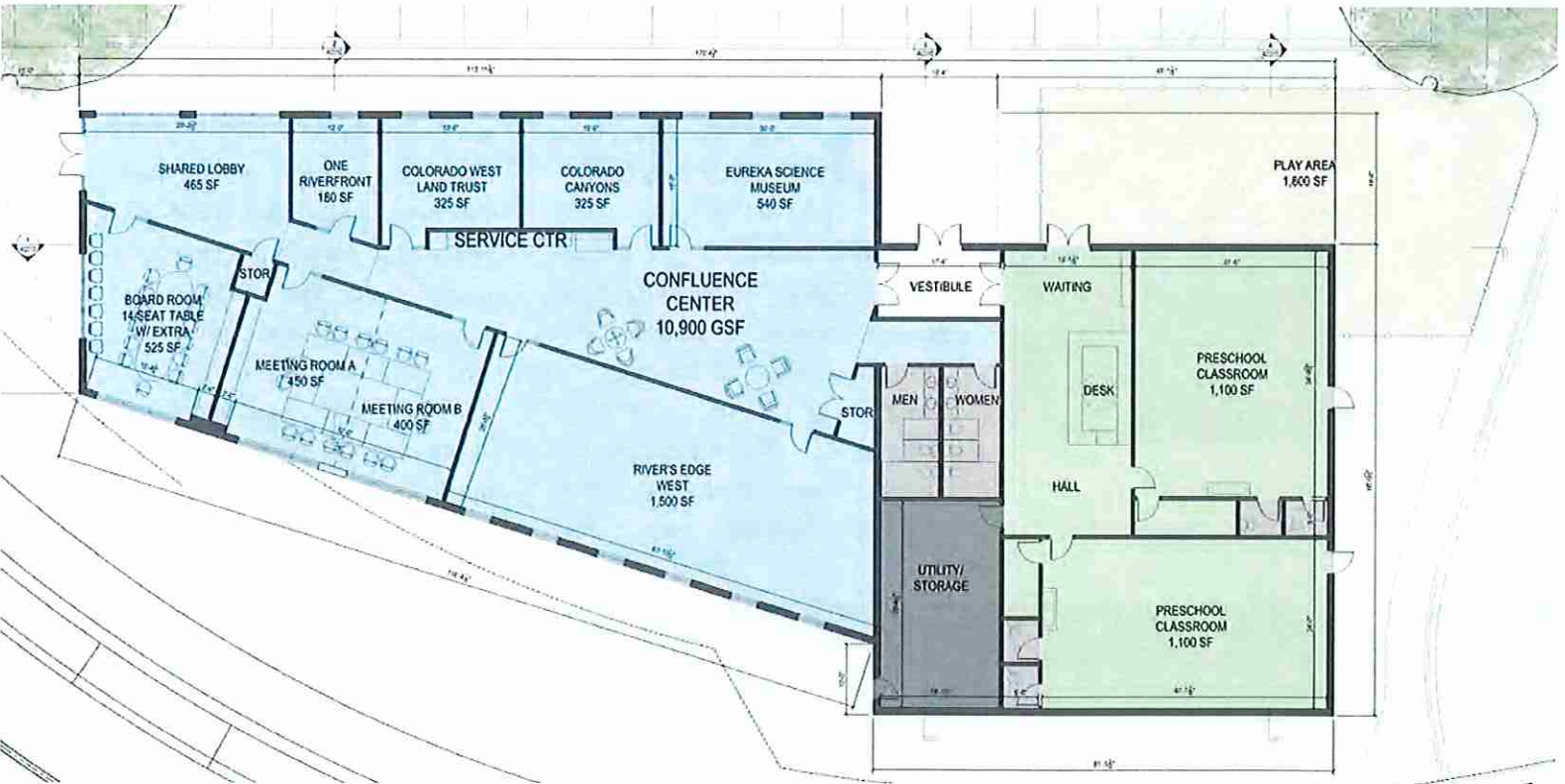




Photo by Kelly Sikkema

THE NEED

The total project cost of the Confluence Center is approximately \$7.5 million.

To make this project a reality, it will take visionary leaders in the community like you who are willing to make a significant financial commitment to ensure its success.

The Confluence Center will magnify impact through our collective nonprofit missions to address the pressures on land and water resources, childcare, and the greater community.

Currently, nothing like the Confluence Center exists in the West. This is a rare and innovative opportunity for the Grand Valley community and for the nonprofit partners to connect people to the shared asset of our working landscapes. The Confluence Center will conserve and steward natural resources,

catalyze economic growth, spur community development, and increase family resources along the Riverfront in Grand Junction.

This project will scale up the work of these organizations through greater collaboration. **Working under one roof will allow each partner organization to build upon current synergies and expand their programming with the natural efficiencies gained from economies of scale, shared expertise, and a magnified presence within the Western Slope community.**

"The Confluence Center is truly unique. It is wonderful to have like-minded organizations come together to create a new home where they can all grow and flourish under one roof, rather than needing multiple headquarters. It is also wonderful to see it happen at the confluence of the Colorado and Gunnison Rivers in an area that is revitalizing as a result of 40 years of hard work by these organizations and many others.

This project is worth supporting and I hope you will join us in making this dream a reality."

- John Gormley, Confluence Center Leadership Team

WAYS TO GIVE

Your gift can be made through a variety of methods that will directly help make the Center a reality for western Colorado and our region.

GIFTS OF CASH

MULTI-YEAR PLEDGE

Fill out the enclosed pledge form to have the most impact to the Confluence Center by making a multi-year commitment.

CHECK

Mail your check to:
Confluence Center of Colorado
1401 N. 1st St. Grand Junction, CO 81501

WIRE TRANSFERS

MATCHING GIFTS

Many companies allow employees the opportunity to multiply the impact of their personal contributions through matching gift programs. Check to see if your company sponsors a matching gift program.

GIFTS OF STOCK AND APPRECIATED SECURITIES

Giving of long-term appreciated securities can be more tax advantageous than giving cash. Capital gains taxes can be avoided on gifts of appreciated assets.

To donate stock to the Confluence Center, please use the following information:
Wells Fargo Advisors Brokerage
Account: #82655709

IRA CHARITABLE GIFTS

If you are 70.5 years of age or older, you can make a qualified charitable distribution of up to \$105,000 directly or use your Required Minimum Distribution to the Confluence Center of Colorado from your traditional Individual Retirement Account (IRA) to avoid reporting income and paying tax on the distribution. Talk with your IRA custodian about their procedures and guidelines on making a qualified charitable distribution.

TAX INCENTIVES

Your gift may also qualify for additional tax benefits. Email ConfluenceCenterCO@gmail.com to discuss your gift.



CONTACT US

For more information or questions on gift processes, please email
ConfluenceCenterCO@gmail.com
IRS Federal EIN #: 93-3159806

Photo by Lee Gelatt Photography

RECOGNITION LEVELS

THANK YOU FOR CREATING A LASTING
IMPACT ON OUR LAND AND WATER FUTURE!



Gifts of \$5,000 and above will be recognized in the Confluence Center's art installation. Other recognition opportunities are listed below:

PLATEAU CREEK

\$5,000 +

- Recognition in art installation

KANNAH CREEK

\$50,000

- Recognition in the outdoor play area
- Recognition in art installation

EAGLE RIVER

\$100,000

- Naming of meeting space (2 available)
- Recognition in art installation

DOLORES RIVER

\$250,000

- Naming of the board room (1 available)
- Recognition in art installation

YAMPA RIVER

\$500,000

- Naming of the Outdoor Educational and Event Space (1 available)
- Recognition in art installation

GUNNISON RIVER

\$750,000

- Naming of the Interpretive Lobby (1 available)
- Commemorative bench
- Recognition in art installation

COLORADO RIVER

\$1M+

- Naming of the Confluence Center and/or preschool (2 available)
- Commemorative bench
- Recognition in art installation

NONPROFIT PARTNERS



RiversEdge West

RESTORE + CONNECT + INNOVATE

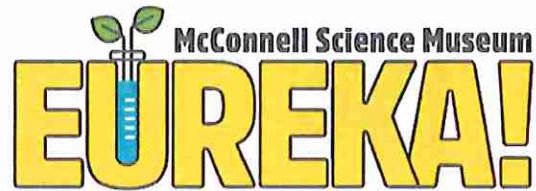
RiversEdge West (formerly Tamarisk Coalition) was founded in 1999. A leader in collaborative river restoration efforts, RiversEdge West (REW) focuses on riparian (riverside) forest and floodplain health in the American West to address impacts from invasive riparian plants such as Russian olive and tamarisk, challenges associated with climate change and habitat fragmentation, as well as stressors that may result in diminished biodiversity and ecosystem services. Invasive plants negatively impact wildlife, recreation, and agricultural production, all of which our local community and economy depend upon.

RiversEdge West works alongside the conservation, recreation and agricultural communities, sensitively acknowledging the varied knowledge-base and interests of those impacted by these river health issues, while encouraging education and awareness in order to produce meaningful change.

By providing clear and concise information on managing invasive riparian plants and reestablishing native plant communities, REW is establishing river stewardship for generations. Ensuring accessibility to current information on restoration practices and transparency of new findings is a priority in maintaining active stewardship.

Opportunities increase when visibility increases and the Confluence Center would give RiversEdge West a physical identity and a means to increase its community and youth education programs. Recognizing The Confluence Center as the very namesake of our community, REW believes this collaboration to be a valuable asset to help solve larger problems; in part by identifying initiatives that can be magnified through collaboration with the partner organizations in order to strategically achieve individual and collective goals.

NONPROFIT PARTNERS



EUREKA! McConnell Science Museum is a nonprofit organization founded in 1999 by physicist John McConnell, who taught scientific principles to kids through self-invented, hands-on demonstrations. The program was affectionately called SITHOK, “Science In The Hands Of Kids,” and served 5,000 students annually before finding its first home in the New Emerson Elementary School building.

Today, EUREKA! serves over 30,000+ students and adult learners annually through 210 STEAM (Science, Technology, Engineering, Arts, and Math) programs, with an impressive interactive facility located on Colorado Mesa University's campus. Its mission created in its earliest beginnings remains constant—EUREKA! is dedicated to bringing learning to life by inspiring a passion and respect for STEAM education. STEAM promotes critical thinking and awareness of our environment in hopes to redefine the way people think about, learn about, and interact with science and technology.

EUREKA! recognizes the value of further collaboration with the Confluence Center's active partners to expand and diversify programmatic offerings. If given the opportunity to build the center, programming would expand to include the creation of STREAM, a science-based preschool and employer-based childcare center in the Confluence Center.

EUREKA! projects 45–full time preschool slots at The Confluence Center with the intent to expand STEAM curriculum to highlight rivers and water education. This new preschool will be a community asset, incentivizing workforce development while offering preschool children an early introduction to science-based learning. Additionally, EUREKA! will house its Environmental Institute, storage, and six employees at the new center with one dedicated classroom space for education and programming.

NONPROFIT PARTNERS



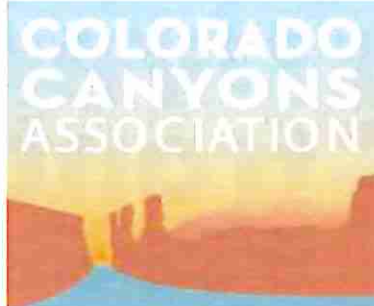
One Riverfront is a volunteer board created in 1987 and charged with the connectivity, conservation, and community stewardship of the Colorado and Gunnison Rivers corridor trail system in western Colorado. The junction of these two mighty rivers provides a beautiful and rich habitat for wildlife and riparian vegetation in an otherwise arid region and One Riverfront protects access to it.

Collectively referred to as One Riverfront, One Riverfront is two-pronged in its organizational structure; made up of The Colorado Riverfront Commission (RFC), as well as its nonprofit arm, The Colorado Riverfront Foundation. Through private funding and community stewardship with various partners, trail systems were made possible and constructed with funding from public and private partnerships and various partners.

Although One Riverfront has connected 54 miles of trail along the river and helped conceptualize and establish 217 miles of urban trails, including detached trails, bike lanes, bike routes, park paths, soft surface trails and sidewalk trail connections to the main Colorado River corridor, areas of the trail still remain bifurcated and disconnected. The volunteer board hopes to one day fully realize a completed and connected trail system in Mesa County, as well as the development of a statewide trail system that will link communities via rivers and historic transportation routes.

When the Confluence Center is complete, One Riverfront will have an increased community presence through its office located within the center, an appropriate and fitting headquarters. As a nonpolitical partner committed to the values of collaboration, service, respect, communication and our river's legacy, One Riverfront looks forward to the day when The Riverfront Trail System connects to several other trails within the Grand Valley. Until that day comes, One Riverfront remains steadfastly dedicated to maintaining, revitalizing, and providing public access to the Colorado and Gunnison Rivers through the Riverfront Trail System.

NONPROFIT PARTNERS



Colorado Canyons Association (CCA) fosters community stewardship, education, and awareness of our National Conservation Lands with a focus on McInnis Canyons, Dominguez-Escalante, and Gunnison Gorge National Conservation Areas (NCAs) in western Colorado. Dedicated to deepening the connection between the land and its visitors, CCA outreach programs focus on both the scientific significance and cultural heritage of the National Conservation Areas they steward, remarkably all of which are situated within sixty miles of Grand Junction.

CCA's land and river programs have a positive impact on the community, offering unique, place-based experiential education to students and adults from diverse backgrounds throughout Colorado's western slope. Turning NCAs into outdoor classrooms, and collaborating with the Bureau of Land Management (BLM) and like-minded partners, CCA makes these programs available to school districts and organizations at an affordable rate. CCA believes that all people, regardless of socioeconomic background, should have the opportunity to experience our wild backyards and the natural world. Over half of the students who participate in CCA's programs qualify for free or reduced school lunch and often come from families who do not have the resources or time to actively engage in our public lands.

National Conservation Areas are home to some of the most pristine landscapes in western Colorado and CCA recognizes the great responsibility that comes in stewarding the land and protecting it for future generations to experience and enjoy. Collaborative by nature, Colorado Canyons Association may expand its presence to the Confluence Center and is confident that a shared space alongside other like-minded organizations on the forefront of land and water stewardship would provide incredible value.

NONPROFIT PARTNERS



COLORADO WEST LAND TRUST

Colorado West Land Trust (CWLT) conserves the iconic landscapes that make western Colorado a wonderful place to call home and helps connect the community to nature. CWLT works with private property owners to protect and enhance agricultural land, wildlife habitat, recreational areas, and scenic lands in six western Colorado counties, as well as Grand County, Utah.

The organization traces its roots to 1980 when a group of Palisade farmers created CWLT to protect the area's famed fruit lands threatened by oil shale development. CWLT was established in 2020 through a merger between Mesa Land Trust and the Montrose-based Black Canyon Regional Land Trust. Today, CWLT protects more than 126,000 acres of land through more than six hundred conservation agreements.

CWLT pursues its mission through land protection, stewardship, outreach, and education programs. Through these channels, the organization serves the farming and ranching community, preserves wildlife and riparian habitat, expands land and trails for recreationists, protects views and open space, and helps ensure the availability of local food.

CWLT primarily works on private lands that are complementary to the public lands that the other partner organizations serve. CWLT will continue to operate out of its current space but may expand its presence to the Confluence Center because a collaborative presence will allow for more coordinated work and magnified impact.



**CONFLUENCE
CENTER
OF COLORADO**

CONTACT US

For more information please email
ConfluenceCenterCO@gmail.com

EIN 93-3159806

1401 N. 1st St. Grand Junction, CO 81501



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: March 19, 2025

Presented By: Jodi Welch, Interim Finance Director, Jay Valentine, General Services Director

Department: Finance

Submitted By: Jodi Welch, Jay Valentine

Information

SUBJECT:

An Ordinance for Supplemental Appropriation for the Materials Recovery Facility
Continued to April 16, 2025

RECOMMENDATION:

Staff recommends approving a proposed ordinance making supplemental appropriations to amend the 2025 City of Grand Junction Budget for the Materials Recovery Facility.

EXECUTIVE SUMMARY:

The City Council adopts the budget through an appropriation ordinance, which authorizes spending at the fund level based on the line-item budget. Any increases to the adopted budget, such as funding for new projects or expenditures, require a supplemental appropriation, which must also be approved by ordinance.

At its February 19, 2025, meeting, City Council approved a development agreement with Bruin Waste for the assignment of real estate located at 365 32 Road and the development of a regional Materials Recovery Facility (MRF) at this site. On March 7, 2025, City Council approved the purchase of the building and property for the MRF, as well as the first reading of the supplemental appropriation ordinance necessary to authorize spending within the enterprise fund for the total project costs up to \$19 million.

BACKGROUND OR DETAILED INFORMATION:

The City has been actively working to improve its recycling infrastructure and processing capabilities. Currently, the City operates a dual-stream recycling program, but the limitations of the existing processing facility have constrained the program's

growth and efficiency. To address these challenges, the City conducted a feasibility study and held multiple discussions with the City Council, ultimately deciding to pursue the development of a regional MRF.

A key milestone in this effort was the City's decision to partner with Bruin Waste, a regional waste and recycling service provider, to assist in the development and operation of the facility. The MRF will allow for more efficient sorting and processing of recyclables, reduce transportation costs, and improve long-term sustainability by keeping more materials within the local recycling stream.

To move forward with the project, the City determined that the site Bruin Waste proposed at 365 32 Road, Grand Junction, Colorado, was the most beneficial for establishing a MRF. On February 19, 2025, City Council approved a Development Agreement with Bruin Waste, which included assigning the real estate contract for the project. This transaction is now scheduled to close on March 21, 2025.

With site acquisition completed, the next steps include facility construction and equipment procurement. The City issued a request for proposals (RFP) for robotic sorting equipment, which will play a crucial role in increasing sorting efficiency and material recovery rates.

The establishment of this regional MRF represents a significant investment in the City's recycling infrastructure, ensuring long-term sustainability and supporting waste diversion efforts in Grand Junction and the surrounding region.

FISCAL IMPACT:

Funding for this project will begin with a short-term construction loan from ANB Bank, the City's bank of record. Before December 31, 2025, this loan will be repaid using proceeds from Certificates of Participation (COPs), authorized through a supplemental appropriation ordinance at the time of repayment. The total COP issuance amount will be based on actual project costs, reduced by any grant funding secured.

The supplemental appropriation ordinance is presented to ensure sufficient funding within the Solid Waste and Recycling Enterprise Fund to cover the necessary expenses associated with the Materials Recovery Facility Project. This supplemental appropriation ordinance and amendment to the 2025 budget authorizes up to \$19 million for total project costs.

SUGGESTED MOTION:

I move (adopt/deny) Ordinance No. 5253, an ordinance making Supplemental Appropriations to the 2025 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2025 and ending December 31, 2025.

Attachments

1. 2025 MRF Supplemental Appropriation Ordinance Public Hearing, March 19, 2025

ORDINANCE NO. ____

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2025 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2025, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
Solid Waste and Recycling Fund	302	\$ 19,000,000

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this _____ day of March 2025.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this _____ day of March, 2025

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: March 19, 2025
Presented By: Jay Valentine, General Services Director
Department: General Services
Submitted By: Jerod Timothy, Deputy Director General Services

Information

SUBJECT:

Contract Approval for Chip Seal Road Oil – 2025

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a contract for Chip Seal Road Oil from Suncor Energy (U.S.A.) Inc. for the unit per gallon price of \$2.76. The total aggregate spend of the contract is estimated at \$565,800.

EXECUTIVE SUMMARY:

This request is to authorize the City Purchasing Division to enter into a contract for Chip Seal Road Oil from Suncor Energy (U.S.A.) Inc. at a cost of \$2.76 per gallon. The total aggregate spend of the contract is estimated at \$565,800.

BACKGROUND OR DETAILED INFORMATION:

The City's street infrastructure is the community's single largest asset, with a value of over \$266 million. One of the key tasks that protect the asset is the City's annual chip seal program. Each year, approximately 660,000 square yards, or approximately 1/12th of the City's street network, is chip sealed. This involves laying down a layer of oil followed by a layer of 3/8" rock or "chips". The last step involves the placement of another layer of oil, referred to as a fog seal.

The contract calls for CRS-2P Cationic Rapid Setting Emulsified Asphalt Polymer Modified road oil for the City's 2025 Chip Seal Program.

Suncor Energy (U.S.A.) Inc. does not have capacity to provide trucking to meet the anticipated 10,000-15,000 gallons per day, with peaks up to 20,000 gallons per day, required for the program. Therefore, the City is developing a second solicitation for the delivery of the product. An estimated 205,000 gallons are required for the program.

This request is to authorize the City Purchasing Division to enter into a contract for chip seal road oil from Suncor Energy (U.S.A.) Inc. for the unit price per gallon of \$2.76. For reference, the 2024 price was \$3.35 per gallon. The purchase is 100% funded by the City Street Maintenance allocation within the 0.75% sales tax. The contract award would allow for up to 3 additional, one-year renewal options. This contract is being established for the purchase of road oil only. As previously mentioned, the trucking of oil will be established in a separate contract.

A formal Invitation for bid was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, sent to a secondary vendor list, and advertised in The Daily Sentinel. Three companies submitted formal bids, which were found to be responsive and responsible in the following amounts.

Firm	Location	Price per gallon CRS-2P	Price per Gallon CRS-2R	Estimated Aggregate Price
Black Rock Material and Supply, LLC	Denver, CO	No Bid	\$3.24	\$0.00/\$664,200
Suncor Energy (U.S.A.) Inc.	Commerce City, CO	\$2.76	No Bid	\$565,800/\$0.00
Vance Brothers, LLC	Denver, CO	No Bid	\$2.80	\$0.00/\$574,000

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

Funds for this contract are included in the 2025 Adopted Budget.

SUGGESTED MOTION:

I move to (authorize/ not authorize) the City Purchasing Division to enter into a contract with Suncor Energy (U.S.A.) Inc. to provide Chip Seal Road Oil for the unit price of \$2.76 per gallon. The annual aggregate spend is estimated to be \$565,800.

Attachments

None



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: March 19, 2025
Presented By: Timothy Lehrbach, Senior Planner
Department: Community Development
Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

A Resolution Issuing a Revocable Permit within 299.3 square feet of the South 7th Street Right-of-Way for a Building Encroachment at 811 South 7th Street

RECOMMENDATION:

Staff recommends approval of this request.

EXECUTIVE SUMMARY:

BTN, LLC, is requesting a Revocable Permit for the encroachment of an existing building and handicap ramp located within the South 7th Street public right-of-way, adjacent to the Applicant's eastern property line at 811 South 7th Street. The Revocable Permit allows the City to acknowledge the encroachment while retaining the ability to require the removal of the improvements from the right-of-way should it be needed in the future.

BACKGROUND OR DETAILED INFORMATION:

The applicant, BTN, LLC, is requesting a Revocable Permit for an existing encroachment of 299.3 square feet into the South 7th Street public right-of-way. The encroachment consists of a portion of the existing building and a handicap ramp constructed as part of a 1988 building addition. The property contains a 3,276-square-foot restaurant building, which was previously used as a restaurant and is currently unoccupied. The applicant intends to establish a new restaurant business at this location. No new encroachments or expansions are proposed. The Revocable Permit would allow the applicant to proceed with exterior and interior remodels while allowing the City to maintain authority over the right-of-way and require removal of the encroachment if necessary in the future.

Applications for a Revocable Permit shall demonstrate compliance with the following

criteria.

(1) There will be benefits derived by the community or area by granting the proposed Revocable Permit.

Granting the Revocable Permit will facilitate the reopening of a restaurant at this location, contributing to economic activity in the area. The activation of a currently vacant commercial building will help support surrounding businesses and improve the vibrancy of South 7th Street. Additionally, preserving the handicap ramp ensures accessibility for patrons, which provides a functional benefit by maintaining compliance with ADA standards.

(2) Community Need for the Private Development Use Proposed for the City Property

The property has historically been used as a restaurant, and the proposed new restaurant use aligns with community needs for dining options and economic development. The presence of an operational restaurant can enhance foot traffic, improve neighborhood livability, and contribute to a diverse mix of uses in the area. Additionally, permitting the encroachment allows for the adaptive reuse of the existing building rather than requiring demolition and new construction, preserving the character of the area and reducing redevelopment costs. The proposed use is consistent with prior use patterns, indicating that there is continued demand for this type of commercial activity in the community.

(3) Suitability of City Property for the Proposed Uses and Potential Conflicting Uses

The existing encroachment has been in place since 1988 without reported issues or conflicts. The public right-of-way in this location does not appear to have immediate conflicting uses, and the encroachment does not impede vehicular or pedestrian movement. No foreseeable City projects or alternative uses for this portion of the right-of-way are anticipated that would be negatively impacted by the continued presence of the existing encroachment.

(4) Impacts on Access, Traffic Circulation, Neighborhood Stability, Character, and Sensitive Areas

The proposed Revocable Permit does not introduce new structures or modifications that would negatively affect traffic circulation or pedestrian access. The encroachment is minor and does not obstruct sidewalks or roadways. The continued use of the property as a restaurant is consistent with the established character of the neighborhood and does not pose any concerns related to sensitive areas such as floodplains or natural hazard zones.

(5) Conformance with Comprehensive Plan, Adopted Plans, and City Policies

The proposed Revocable Permit aligns with the goals and objectives of the City's Comprehensive Plan by promoting economic development, adaptive reuse of existing structures, and a pedestrian-friendly commercial corridor. The property is located within the Mixed Use Corridor Area as identified in the 2020 One Grand Junction Comprehensive Plan, which emphasizes improving and preserving human-scale streetscapes and buildings. Allowing the encroachment to remain supports these

objectives by maintaining an existing structure that contributes to the corridor’s character rather than requiring demolition and redevelopment. Allowing the existing encroachment to remain ensures compliance with accessibility regulations while supporting the ongoing viability of a local business. The proposal also furthers Plan Principle 1.1.a - Economic Diversity by supporting the diversification of the economy through the establishment of a small business restaurant, helping to add reinvestment and revenue back into the local economy. Additionally, it aligns with Plan Principle 4.3.f - Adaptive Reuse, which encourages the reuse and rehabilitation of structures as part of a reinvestment and revitalization strategy for Downtown. By utilizing an existing building, this request lowers the barrier to entry for small businesses by reducing redevelopment costs and leveraging existing infrastructure in a corridor specifically identified for economic activation. The request does not conflict with any City policies or development codes, and the Revocable Permit will ensure the City retains long-term control over the public right-of-way.

Given the existing building encroachment would require a permit through the City of Grand Junction, it provides the opportunity to bring the entire property into compliance as much as possible subject to the stipulations of the permit and agreement. The Revocable Permit allows the City to acknowledge the encroachment while retaining the ability to require the removal of the improvements from the right-of-way should it be needed in the future.

FISCAL IMPACT:

This action does not have a direct fiscal impact to the City. Should the permit be revoked in the future, the property owner would carry the full cost related to the removal of these encroachments from the right-of-way.

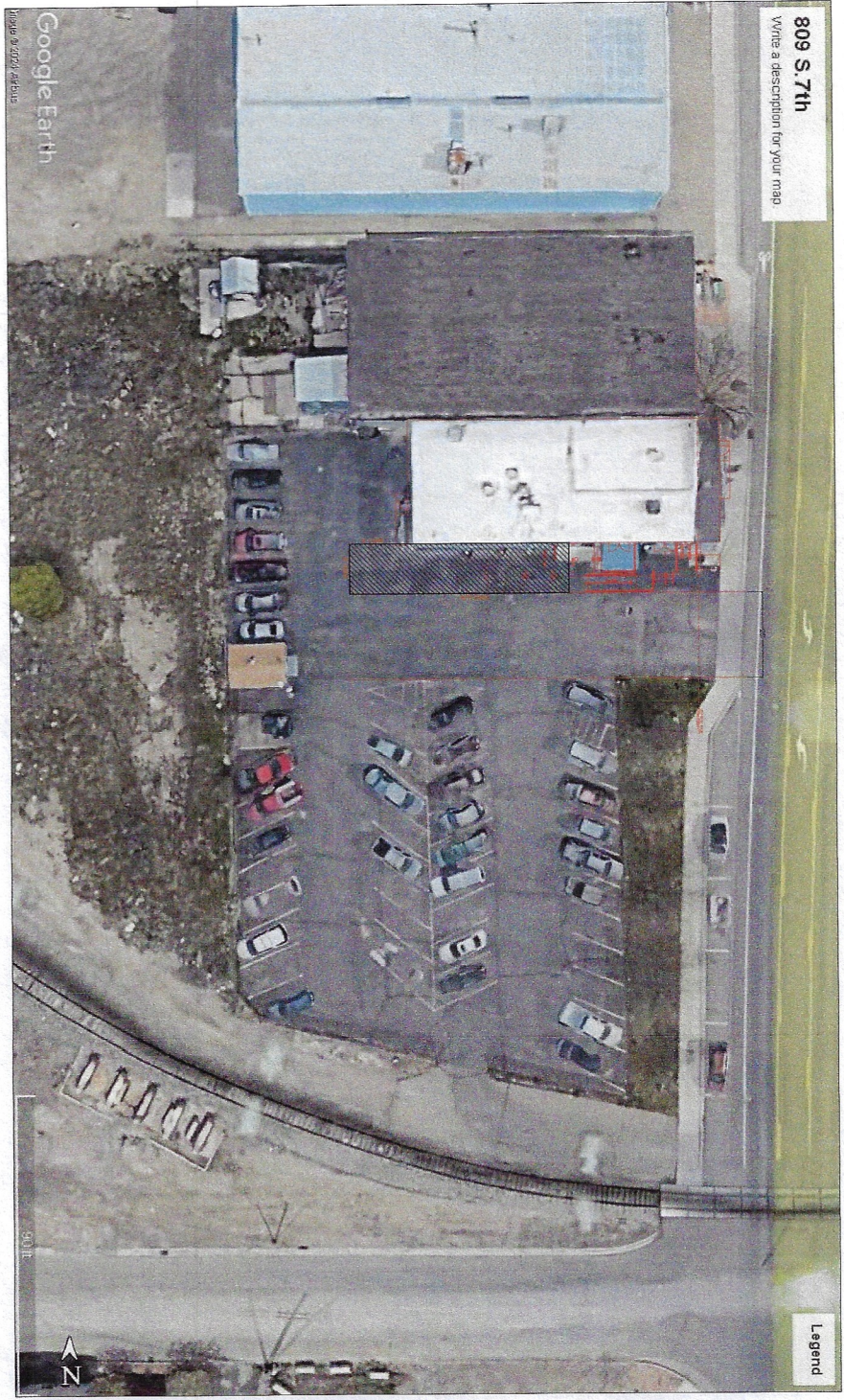
SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 12-25, a resolution issuing a revocable permit within 299.3 square feet of the South 7th Street right-of-way for a building encroachment adjacent to 811 South 7th Street, City file No. RVP-2025-40, with the finding of fact described in the staff report.

Attachments

- 1. Site Plan
- 2. RES-811 S. 7th Rev Per 20250314

Review 1 Site plan, 1/22/2025, for accommodations reviewing this document please contact City of Grand Junction, Community Development Department, 970-244-1430.



809 S. 7th
Write a description for your map

Legend



PRELIMINARY
SITE PLAN
1/8" = 1'-0"

FOR REVIEW

REGISTRATION: THIS PLAN IS SUBJECT TO THE PROVISIONS OF THE COLORADO CONSTRUCTION ACT, WHICH PROVIDES THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

C1.0	ISSUED: 11-05-24	NOT FOR CONSTRUCTION	STELLA'S 809 S. 7TH STREET GRAND JUNCTION, COLORADO	 970-250-6197 hgrg@aol.com
	REVISIONS:			

RESOLUTION NO. __-25

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO BTN, LLC TO ALLOW FOR THE
ENCROACHMENT OF AN EXISTING BUILDING WITHIN THE PUBLIC RIGHT-OF-
WAY ADJACENT TO 811 S. 7TH STREET, GRAND JUNCTION, COLORADO**

Recitals.

BTN, LLC (Petitioner) represents is the owner of the following described real property in the City of Grand Junction:

BEG 200FT N OF SW COR NW4NE4 SEC 123 1S 1W E 132FT N 50FT W 132FT S 50FT TO BEG & W 11.5FT STRIP OF S 7TH ST ROW ADJ SD PARCEL ON E AS DESC IN B-1685 P-222 & B-1687 P-613 OF MESA CO RECDS ALSO KNOWN AS 811 S. 7TH STREET

The Petitioner has requested that the City issue a Revocable Permit to allow for existing building encroachment, subject to the terms of the permit, within the limits of the following described public right-of-way for S. 7th Street and depicted on Exhibit B to this Resolution which Exhibit is incorporated by this reference:

A parcel of land situated in the Northwest Quarter the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 23, Township 1 South, Range 1 West, of the Ute Meridian, being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 23, Township 1 South, South Range 1 West of the Ute Meridian, whence the Northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ bears N00°21'15"W for a basis of bearings with all bearings hereon relative thereto; thence along the West line of the said NW $\frac{1}{4}$ NE $\frac{1}{4}$, N00°21'15"W a distance of 252.04 feet to the Northwest corner of Parcel 1 as described by Warranty Deed Reception No. 3103281; thence along the North line of said Parcel 1, N89°49'27"E a distance of 142.81 feet to the West line of South 7th Street right-of-way, Reception Numbers 5370, 279253, 1480946, 1482334, 1484933 and the POINT OF BEGINNING; thence continuing N89°49'27"E a distance of 5.00 feet; thence S00°30'14"E a distance of 7.44 feet; thence N89°49'27"E a distance of 3.83 feet; thence S00°30'14"E a distance of 29.68 feet; thence S89°49'27"W a distance of 8.83 feet returning to said West line of South 7th Street right-of-way; thence along said West line N00°30'14"W a distance of 37.12 feet to the POINT OF BEGINNING.

City of Grand Junction, County of Mesa, State of Colorado.

Said parcel contains an area of 299.3 square feet, more or less, as herein described.

Relying on the information supplied by the Petitioner and contained in File No. RVP-2025-40 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City.

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

In consideration and adoption of the Recitals the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purposes described and within the limits of the public right-of-way described and depicted subject to each and every term and condition of the Revocable Permit.

PASSED and ADOPTED this 19th day of March 2025.

Attest:

Selestina Sandoval
City Clerk

Abam Herman
President of the City Council

REVOCABLE PERMIT

Recitals.

A. BTN, LLC, hereinafter referred to as the Petitioner, represents he is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

BEG 200FT N OF SW COR NW4NE4 SEC 123 1S 1W E 132FT N 50FT W 132FT S 50FT TO BEG & W 11.5FT STRIP OF S 7TH ST ROW ADJ SD PARCEL ON E AS DESC IN B-1685 P-222 & B-1687 P-613 OF MESA CO RECDS

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow for existing building, subject to the terms of the permit, within the limits of the following described public right-of-way for N. 12th Street, to wit (refer to Exhibit B for graphical representation):

A parcel of land situated in the Northwest Quarter the Northeast Quarter (NW ¼ NE 1/4) of Section 23, Township 1 South, Range 1 West, of the Ute Meridian, being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 23, Township 1 South, South Range 1 West of the Ute Meridian, whence the Northwest corner of said NW¼ NE¼ bears N00°21'15"W for a basis of bearings with all bearings hereon relative thereto; thence along the West line of the said NW¼ NE¼, N00°21'15"W a distance of 252.04 feet to the Northwest corner of Parcel 1 as described by Warranty Deed Reception No. 3103281; thence along the North line of said Parcel 1, N89°49'27"E a distance of 142.81 feet to the West line of South 7th Street right-of-way, Reception Numbers 5370, 279253, 1480946, 1482334, 1484933 and the POINT OF BEGINNING; thence continuing N89°49'27"E a distance of 5.00 feet; thence S00°30'14"E a distance of 7.44 feet; thence N89°49'27"E a distance of 3.83 feet; thence S00°30'14"E a distance of 29.68 feet; thence S89°49'27"W a distance of 8.83 feet returning to said West line of South 7th Street right-of-way; thence along said West line N00°30'14"W a distance of 37.12 feet to the POINT OF BEGINNING.

City of Grand Junction, County of Mesa, State of Colorado.

Said parcel contains an area of 299.3 square feet, more or less, as herein described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2025-40 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit and the Charter and Ordinances of the City shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any or no reason.
3. The Petitioner, for himself and for his successors and assigns, agree that they shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any improvements and/or facilities to be installed by the Petitioners within the limits of the public right-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioners' occupancy, possession or use of said public right-of-way or as a result of any City, County, State or Public Utility activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.
4. The Petitioner agrees that he shall at all times keep the above-described public right-of-way and the facilities authorized pursuant to this Permit in good condition and repair.
5. This Revocable Permit for existing fencing, masonry wall, and landscaping, as well as the construction of a 30 square foot free-standing monument sign, and a 16 square foot flush-mounted sign that encroach in the right-of-way shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioner's last known address), peaceably surrender said public right-of-way and, at their own expense, remove any encroachment so as to make the described public right-of-way available for use by the City, the County of Mesa, the State of Colorado, the Public Utilities or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

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

Dated this _____ day of _____, 2025.

City of Grand Junction, a Colorado home rule municipality

Selestina Sandoval
City Clerk

Michael P. Bennett
City Manager

Acceptance by the Petitioner:

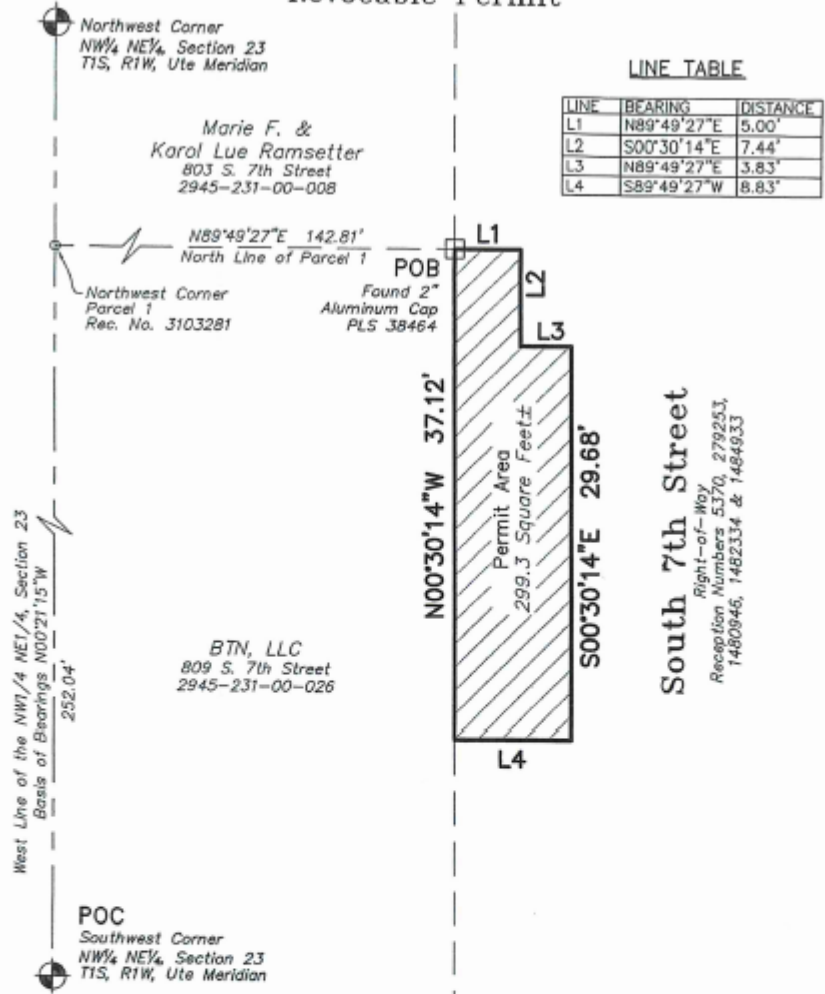
BTN, LLC

By _____

Title _____

EXHIBIT B

Revocable Permit

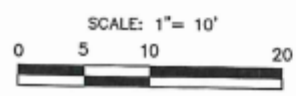
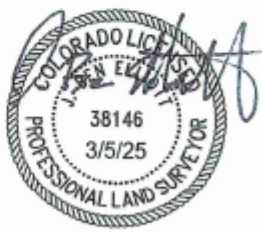


LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°49'27"E	5.00'
L2	S00°30'14"E	7.44'
L3	N89°49'27"E	3.83'
L4	S89°49'27"W	8.83'



- LEGEND & ABBREVIATIONS**
- ALIQUOT SURVEY MARKER
 - FOUND BOUNDARY EVIDENCE
 - CALCULATED POSITION
 - Rec. No.* RECEPTION NUMBER
 - PLS* PROFESSIONAL LAND SURVEYOR
 - POC* POINT OF COMMENCEMENT
 - POB* POINT OF BEGINNING
 - T* TOWNSHIP
 - R* RANGE
 - PERMIT BOUNDARY
 - ADJOINER LINE
 - SECTION LINE



High Desert Surveying, Inc.
591 25 Road, Suite B1
Grand Junction, Colorado 81505
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 24-113	Surveyed	Drawn	APP'D	SHEET	OF
DATE: March, 2025	BO/SG	BE	-	1	1



Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: March 19, 2025

Presented By:

Department: City Council

Submitted By: Johnny McFarland, Asst. to the City Manager

Information

SUBJECT:

Council Discussion and Possible Direction Regarding 448 Bookcliff/Group Living Facilities

RECOMMENDATION:

This item is intended for the sole purpose of discussion and potential direction.

EXECUTIVE SUMMARY:

This item was introduced at the direction of 4 Councilmembers and is intended to facilitate discussion and possible direction from the City Council regarding 448 Bookcliff/Group Living Facilities.

BACKGROUND OR DETAILED INFORMATION:

Background: The property at 448 Bookcliff Drive (Property) is currently being leased to *A Special Place*, to provide housing for up to 20 males. Neighboring residents have raised concerns with the Council and staff about the use of the Property. Some of the neighbors have also complained about illicit or harmful activities by people living on the Property, and have questioned whether the use is authorized. At the request of a majority of the City Council, this item was included for discussion and possible direction. As this is a sensitive matter, it is important for the City Council to avoid discussion that may be construed or understood to be deemed disparaging or interfering with protected rights.

Council discussion and possible direction may include:

A. Whether a majority of the Council desires to refer questions to staff, and/or whether the Council would like a report, or if referred to staff for investigation by Council, whether the Council will be satisfied that this is an operational matter to be addressed by staff.

B. Whether a majority of the Council would like to have a broader policy discussion about the HOME Act at a future Council Workshop or meeting.

HB24-1007, known as the HOME Act, was signed into law on April 15, 2024, and took effect July 1, 2024. The law establishes a prohibition on county, city and county, and municipal residential occupancy limits based on occupancy limits. In effect, municipalities, including the City, may not limit the number of people living together in a single-dwelling except a local government may regulate residential occupancy on demonstrated health and safety standards, including international building codes, fire code regulations, environmental water and wastewater regulations, or other established standards. Local governments may also regulate residential occupancy based on federal, state or local affordable housing program guidelines.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

This item is intended for discussion and possible direction.

Attachments

None



Grand Junction City Council

Regular Session

Item #7.a.i.

Meeting Date: March 19, 2025
Presented By: Niki Galehouse, Planning Manager
Department: Community Development
Submitted By: Niki Galehouse, Planning Manager

Information

SUBJECT:

An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Residential Single-Family Attached Dwellings in Mixed-Use Zone Districts, Residential Attached and Multifamily Design Standards, and Definitions Related to Residential Uses

RECOMMENDATION:

Planning Commission heard this item at the February 11, 2025 meeting and voted (6 - 0) to recommend approval of the Ordinance.

EXECUTIVE SUMMARY:

When the Zoning and Development Code (ZDC) was repealed and replaced on December 20, 2023, it was anticipated that revisions would be necessary to provide clarity and alleviate practical implementation issues. Staff have identified several items that were amended that inadvertently conflict with standard practice, have challenges with implementing new practice, or could use additional clarification.

In addition, in the general course of usage of the Zoning & Development Code, certain items have come to light that also necessitate amendments to create additional clarity within the document. These revisions are of a similar nature and scope to those associated with the adoption of the 2023 Zoning & Development Code.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The City contracted with Clarion Associates in December 2021 to update the City's Zoning and Development Code with the intent of updating regulations to better reflect the key principles and policies described in the 2020 One Grand Junction Comprehensive Plan, achieve a higher level of regulatory efficiency, consistency, and

simplicity, and identify constraints and opportunities for affordable and attainable housing, consistent with those identified in the City's recently adopted Housing Strategies. When the Zoning and Development Code was repealed and replaced on December 20, 2023, it was anticipated that there would be necessary revisions to provide clarity and alleviate practical issues with implementation. Staff has identified several items that were amended which inadvertently conflict with standard practice, have challenges with implementation of new practice, or could use additional clarification.

In addition, in the general course of usage of the Zoning & Development Code, certain items have come to light that also necessitate amendments to create additional clarity within the document. These revisions are of a similar nature and scope as those associated with the adoption of the 2023 Zoning & Development Code (2023 ZDC).

GJMC 21.05.050(b)(1) Residential Attached and Multifamily Design Standards (Update)
GJMC 21.14.020(b) Definitions (Update)

The 2023 ZDC amended the definition of 'dwelling, multifamily' to limit it to a single building with three or more units on one lot. While this change was intentional, intending to simplify the definition for ease of use, some unintended consequences accompanied it. In many zone districts, where multifamily was an allowed use in the 2010 ZDC, multiple units could be permitted on one lot that were not in the same building. With the change in definition, this went away and has created some issues.

During the Planning Commission's discussion, it was raised that simply allowing both types of development within one use category may be problematic. For example, in some low-density districts, allowing multifamily could create cause for concern during the rezone process, even if the uses were restricted.

In 2024, the State passed HB-24-1007 HOME (Harmonizing Occupancy Measures Equitably) Act with an effective date of July 1, 2024. The State has declared that the number of people living together in a single dwelling cannot be limited based on a familial relationship, except in the very limited circumstances provided in the law. The State has determined that the subject of the HOME Act is a matter of "mixed concern" and, as such, the City cannot limit the number of people living in a single dwelling based on the familial relationship. The City Development and Legal staff are working in conjunction with the Fire Department and Mesa County Building Department to address how to comply with the HOME Act; however, the impacts of the Act have not been fully unraveled. This Ordinance, and the recommended amendments to the ZDC are the first step.

Addressing the need for a new type of dwelling use in response to Planning Commission concerns would require coming into compliance with this State law, as amending the ZDC without doing so creates additional opportunities for conflict points. As a result, staff is proposing an interim measure to address the ongoing development concerns, intending to return to the full conversation when the ZDC is amended for compliance with the Home Act. The proposed text amendment returns the definition of

'dwelling, multifamily' to the version in the 2010 ZDC, with one minor clarification: adding "(s)" to the word "building" adds clarity that the use can apply to more than one building on the same lot.

In the 2023 ZDC, standards were added for the design of residential attached and multifamily sites. The applicability guidelines of this section are being amended to clarify that they do not apply to multifamily uses, which are composed of multiple individual dwelling units in separate buildings on the same lot.

GJMC 21.04.020(e) Principal Use Table, Single-Family Attached (Update)

When the 'dwelling, multifamily' use was split out in the 2023 ZDC update to no longer include single-family attached dwellings, which became a new use category, the single-family attached dwelling use was not allowed in all the same zone districts where multifamily had previously been permitted in the 2010 ZDC. There was discussion about the horizontal space that townhomes occupy in light of the interest in increasing opportunities for higher density, so the use was disallowed in certain higher-density districts, especially those with no density cap. However, upon further evaluation and conversation about the practicality of this, it is more important to have flexibility in the type of housing types that may be provided. Additionally, if the same product type was kept on a single lot and not subdivided, it would be allowed. Minimum density would still need to be met. This text amendment revises the Principal Use Table to allow single-family attached dwellings in all zone districts where multifamily was previously allowed in the 2010 ZDC.

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on February 1, 2025, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between February 4 and February 10, 2025, through the GJSpeaks platform.

ANALYSIS

The criteria for review are set forth in Section 21.02.050(d) of the Zoning and Development Code, which provides that the City may approve an amendment to the text of the Code if the applicant can demonstrate evidence proving each of the following criteria:

(A) Consistency with Comprehensive Plan

The proposed Code Text Amendment is generally consistent with applicable provisions of the Comprehensive Plan.

The proposed amendments to the 2023 Zoning & Development Code are generally consistent with the Comprehensive Plan. The proposed revisions in this ordinance address the ease of building housing, which can lead to more product availability and affordability. The Comprehensive Plan speaks to 'Strong Neighborhoods,' which are comprised of those with "diverse and interspersed housing where people of all ages, incomes, and backgrounds interact frequently." It has many goals which speak to this, including:

- Plan Principle 3, Goal 2: “Encourage infill and redevelopment to leverage existing infrastructure.”
- Plan Principle 5, Goal 1: “Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.”
- Plan Principle 5, Goal 5: “Foster the development of neighborhoods where people of all ages, incomes, and backgrounds live together and share a feeling of community.”

Staff finds this criterion has been met.

(B) Consistency with Zoning and Development Code Standards

The proposed Code Text Amendment is consistent with and does not conflict with or contradict other provisions of this Code.

The proposed amendments to the 2023 Zoning & Development Code are consistent with the rest of the provisions in the Code and do not create any conflicts with other provisions in the Code. Staff finds this criterion has been met.

(C) Specific Reasons

The proposed Code Text Amendment shall meet at least one of the following specific reasons:

The proposed amendments to the 2023 Zoning and Development Code (ZDC) all meet specific reasons identified in this criterion for review. Each amendment is identified with its appropriate reason below.

- To address trends in development or regulatory practices;
- To expand, modify, or add requirements for development in general or to address specific development issues;
 - Residential Attached and Multifamily Design Standards:* This amendment **modifies requirements** to clarify the applicability of the standards.
 - Definition, Dwelling, Multifamily:* This amendment **modifies requirements** to address specific issues with development following the 2023 ZDC update that have proven to be difficult to implement, reverting it back to previous language.
- To add, modify or expand zone districts; or
 - Single-Family Attached Dwelling Unit, Principal Use Table:* The amendment to the Residential High – 16, Residential High – 24, Mixed-Use Light Commercial (MU-2), and Mixed-Use Downtown (MU-3) zone districts **modifies the zone districts** to allow for single-family attached dwellings, which were previously allowed in the 2010 ZDC under the multifamily dwelling use.
- To clarify or modify procedures for processing development applications.

Staff finds this criterion has been met.

RECOMMENDATION AND FINDING OF FACT

After reviewing the proposed amendments, the following finding of fact have been made:

In accordance with Section 21.02.050(d) of the Grand Junction Zoning and Development Code, the proposed text amendments to Title 21 are consistent with the Comprehensive Plan and the Zoning & Development Code Standards and meet at least one of the specific reasons outlined.

Planning Commission heard this item at the February 11, 2025 meeting and voted (6 - 0) to recommend approval of the ordinance.

FISCAL IMPACT:

There is no fiscal impact associated with this request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5252, an ordinance to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code regarding Residential Single-Family Attached Dwellings in Mixed-Use Zone Districts, Residential Attached and Multifamily Design Standards, and Definitions Related to Residential Uses on final passage and order final publication in pamphlet form.

Attachments

1. Planning Commission Minutes - 2025 - February 11 - DRAFT
2. ORD-Amendments 2025 Q1 20250226

GRAND JUNCTION PLANNING COMMISSION
February 11, 2025, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chairman Teske.

Those present were Planning Commissioners; Kim Herek, Shanon Secrest, Orin Zyvan, Ian Moore, and Robert Quintero.

Also present were Niki Galehouse (Planning Manager), Thomas Lloyd (Senior Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 0 members of the public in attendance, and 1 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from January 14, 2025.

Commissioner Herek moved to approve the Consent Agenda.

Commissioner Quintero seconded; motion passed 6-0.

REGULAR AGENDA

1. Grand Mesa Industrial Park COU **COU-2024-569**

Consider a request for a Conditional Use Permit (CUP) for a proposed 58,275 sf Recycling Collection Facility on a 10.745-acre portion of the property located at 3199 D Road in an I-1 (Light Industrial) zone district.

Staff Presentation

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

Questions for Staff

Commissioner Moore asked what the process was for the disposal of unrecyclable waste that makes it through the facility. He also asked if the CUP could be revoked if the applicant operated outside of the normal business hours they had provided.

Commissioner Secrest asked what the difference was between the existing use and the proposed use that necessitated the CUP.

Niki Galehouse indicated that there was a previous use on this property that also required a CUP, but it had expired.

Commissioner Quintero asked if the applicant intended to modify their operational hours in the future.

Commissioner Zyvan asked if the operational hours were a condition of the CUP. He asked if the peak traffic expectations would be affected by a change in operational hours.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, February 4, 2025, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 6:13 p.m. on February 11, 2025.

There was no additional discussion among the staff or commissioners.

The public hearing was closed a 6:14 p.m. on February 11, 2025.

Discussion

Commissioner Secret expressed favor for this project since it would be less intensive than the previous uses on this property.

Commissioner Zyvan echoed Commissioner Secret's comments but added his concerns about a future increase in traffic or waste generated by the facility if the operational hours were to change.

Commissioner Quintero agreed with the other commissioners.

Motion and Vote

Commissioner Moore made the following motion "Mr. Chairman, on the GJ Partners, LLC request for a Conditional Use Permit, file number CUP-2024-569, I move that the Planning Commission approve the Conditional Use Permit for GJ Partners, LLC with the Conditions of Approval and Findings of Fact listed in the staff report."

Commissioner Zyvan seconded; motion passed 6-0.

2. Zoning & Development Code Amendments Q1 2025 ZCA-2024-701

An Ordinance Amending Sections Of The Zoning And Development Code (Title 21 Of The Grand Junction Municipal Code) Regarding Residential Single-Family Attached Dwellings In Mixed-Use Zone Districts, Residential Attached And Multifamily Design Standards, And Definitions Related To Residential Uses.

Staff Presentation

Niki Galehouse, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

There were no questions for staff.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, February 4, 2025, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 6:24 p.m. on February 11, 2025.

There was no additional discussion among the staff or commissioners.

The public hearing was closed at 6:24 p.m. on February 11, 2025.

Discussion

Commissioner Secrest expressed his approval of these code revisions.

Motion and Vote

Commissioner Secrest made the following motion “Mr. Chairman, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2024-701, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

Commissioner Quintero seconded; motion passed 6-0.

OTHER BUSINESS

Niki Galehouse noted that there would be a Planning Commission Workshop on February 20th, but the February 25th Hearing had been cancelled.

ADJOURNMENT

Commissioner Zyvan moved to adjourn the meeting.

The vote to adjourn was 6-0.

The meeting adjourned at 6:26 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING RESIDENTIAL DISTRICT STANDARDS, RESIDENTIAL SINGLE-FAMILY ATTACHED DWELLINGS IN MIXED-USE ZONE DISTRICTS, ADDING A NEW USE FOR MULTI-DWELLING LOTS, RESIDENTIAL ATTACHED AND MULTIFAMILY DESIGN STANDARDS, AND DEFINITIONS RELATED TO RESIDENTIAL USES

Recitals

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

When the Zoning and Development Code was repealed and replaced on December 20, 2023, it was anticipated that there would be necessary revisions to provide clarity and alleviate practical issues with implementation. Staff has identified several items that were amended which inadvertently conflict with standard practice, have challenges with implementation of new practice, or could use additional clarification.

In addition, in the general course of usage of the Zoning & Development Code, certain items have come to light that also necessitate amendments to create additional clarity within the document. These revisions are of a similar nature and scope as those associated with the adoption of the 2023 Zoning & Development Code.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the proposed amendments.

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Zoning & Development Code implement the vision and goals of the Comprehensive Plan and that the amendments provided in this Ordinance are responsive to the community's desires, encourage orderly development of real property in the City, and otherwise advance and protect the public health, safety, and welfare of the City and its residents.

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

In consideration of the Recitals and adoption thereof the following sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) are amended as follows (deletions ~~struck through~~, added language underlined):

21.04.020 PRINCIPAL USE TABLE

...
(e) Use Table

Zone Districts	...	RL-4	RL-5	RM-8	RM-12	RH-16	RH-24	MU-1	MU-2	MU-3	...
Residential Uses											
Household Living											
...											
Dwelling, single-family attached		A	A	A	A	A	A	A	A	A	
...											

21.05.050 RESIDENTIAL ATTACHED AND MULTIFAMILY DESIGN STANDARDS

...
(b) Applicability.

(1) New Development.

This section applies to all new attached residential with three or more units, and all multifamily development. This section does not apply to single-family detached or duplex units, or to multifamily uses composed of multiple individual dwelling units in separate buildings on the same lot.

...
21.14.020 DEFINITIONS

...
(b) Terms Defined

...
Dwelling, Multifamily

A single building that contains three or more dwelling units on the same lot, including co-housing dwellings.

A building(s) arranged, designed, and intended to be used for occupancy by three or more families living independently of each other and containing three or more dwelling units on the same or separate lots.

...

INTRODUCED on first reading this 5th day of March 2025 and ordered published in pamphlet form.

ADOPTED on second reading this ____ day of March 2025 and ordered published in pamphlet form.

ATTEST:

Abram Herman
President of the City Council

Selestina Sandoval
City Clerk

DRAFT