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**CITY COUNCIL AGENDA  
WEDNESDAY, MAY 21, 2025  
250 NORTH 5<sup>TH</sup> STREET - AUDITORIUM  
5:30 PM – REGULAR MEETING**

**Call to Order, Pledge of Allegiance, Moment of Silence**

**Proclamations**

Proclaiming May 18 - May 24, 2025 as National EMS Week in the City of Grand Junction

Honoring National Peace Corps Volunteers in the City of Grand Junction

**Appointments**

To the Historic Preservation Board

**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, May 21, 2025 or 4) submitting comments [online](#) until noon on Wednesday, May 21, 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 May 5, 2025, Workshop
- b. Minutes of the May 7, 2025, Regular Meeting

**2. Set Public Hearings**

- a. Quasi-judicial
  - i. Introduction of an Ordinance Zoning Approximately 5.0 Acres from County I-2 (General Industrial District) to I-1 (Light Industrial) for the Wendi Gechter IRA Annexation, Located at 377 28 Road, and Setting a Public Hearing for June 18, 2025

**3. Resolutions**

- a. A Resolution for the Purchase and Sale Agreement for Four Canyons Parkway Right-of-Way with Public Service Company of Colorado (dba Xcel Energy)

**REGULAR AGENDA**

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

**4. Resolutions**

- a. A Resolution Regarding Communication and City Council Conduct
- b. A Resolution Authorizing the City Manager to Execute Agreements with Homeward Bound of the Grand Valley for the Provision of Interim Supportive Services for Unhoused People
- c. A Resolution Authorizing the City Manager to Execute an Agreement with United Way of Mesa County for the Provision of Interim Supportive Services for Unhoused People

**5. Other Action Items**

- a. Update on 2024 Community Satisfaction Survey

**6. 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.*

**7. Other Business**

**8. Adjournment**





*City of Grand Junction, State of Colorado*

# Proclamation

- Whereas,** this year, as we recognize the 51st anniversary of the first National EMS Week, we honor those who came before us, especially those who challenged the status quo and raised the bar for all of us; and
- Whereas,** the members of emergency medical service teams are ready to go beyond the call to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- Whereas,** access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- Whereas,** emergency medical service providers have traditionally served as the safety net of America's health care systems; and
- Whereas,** emergency medical service teams consist of emergency medical technicians, paramedics, firefighters, dispatchers, emergency nurses, emergency physicians, and others; and
- Whereas,** the members of emergency medical service teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- Whereas,** the Community of Grand Junction benefits daily from the knowledge, skills, and selfless service of these highly trained individuals; and
- Whereas,** it is appropriate to recognize the value and the accomplishments of emergency medical service providers by recognizing Emergency Medical Services Week.

**NOW, THEREFORE,** I, Cody Kennedy, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the week of May 18 – May 24, 2025 as

## ***"Emergency Medical Services Week"***

in the City of Grand Junction and encourage the community to observe this week with appropriate programs, ceremonies, and activities.

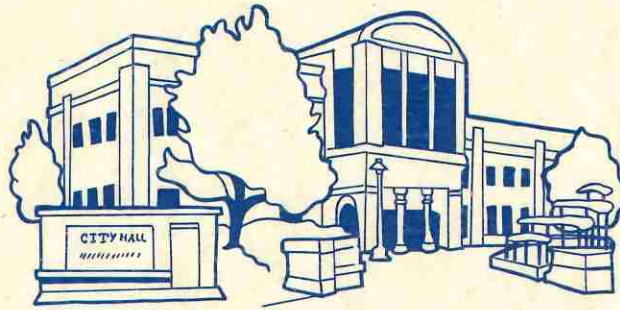


IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 21<sup>st</sup> day of May 2025.

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Mayor





*City of Grand Junction, State of Colorado*

# Proclamation

**Whereas,** the Peace Corps 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,** since its establishment over 60 years ago, more than 240,000 Americans and dozens from Mesa County have served as Peace Corps Volunteers and trainees in 143 countries worldwide; and

**Whereas,** Peace Corps Volunteers have made significant and lasting contributions around the world in agriculture, food security, business and civil society development, information technology, education, health and HIV/AIDS care and prevention, youth and community development, and the environment and have improved the lives of individuals and communities around the world; and

**Whereas,** Peace Corps Volunteers have strengthened the ties of friendship between the people of the United States and those of other countries, and they have been enriched by their experiences overseas, have brought their communities throughout the United States a deeper understanding of other cultures and traditions, thereby bringing a domestic dividend to our nation; and

**Whereas,** as a people-to-people development agency, the Peace Corps has transformed lives for generations and remains a persistent global force for good.

**NOW, THEREFORE,** I, Cody Kennedy, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim May 21, 2025, as

## ***"National Peace Corps Volunteers"***

in the City of Grand Junction and urge all the citizens of the City to turn their attention to Commemorating President John F. Kennedy's establishment of the agency on March 1, 1961, and celebrate all the ways the Peace Corps makes a difference at home and abroad.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 21<sup>st</sup> day of May 2025.

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Mayor



## GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

### May 5, 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 Robert Ballard, Scott Beilfuss, Laurel Cole, Cody Kennedy, Jason Nguyen, Anna Stout, and Ben Van Dyke.

**Staff present:** City Manager Mike Bennett, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Engineering and Transportation Director Trent Prall, Community Development Director Tamra Allen, Police Chief Matt Smith, Housing Supervisor Ashley Chambers, Deputy City Clerk Krystle Koehler, and City Clerk Selestina Sandoval.

### 1. Discussion Topics

#### a. 2025 Community Development Block Grant (CDBG) Funding Recommendations

The City is required to adopt a five-year consolidated plan to continue receiving federal CDBG funds, which are aimed at supporting low and moderate-income households. Before this item was discussed, City Attorney Shaver stated that Councilmember Cole had written a potential conflict letter regarding this item that had been forwarded to Council and will be made part of the record.

Key points included:

- **Funding Overview:** The City receives annual CDBG allocations as an entitlement community, with the 2025 allocation estimated at around \$401,000, including \$3,400 in unspent prior year funds.
- **Funding Priorities:** The 2025-2026 plan prioritizes affordable housing, including \$212,491 for housing incentives, \$50,000 for Parks and Recreation, and up to 15% (\$60,000) for homeless services. Administrative costs are capped at 20% (\$80,000).
- **Affordable Housing Incentive:** The program covers sewer and water tap fees for qualifying developments, targeting households at or below 100% area median income (AMI) for homeownership and 60% AMI for rentals. Long-term affordability requirements of 30-40 years apply.
- **Timeline and Process:** Key dates include public hearings on June 4 and July 16, with final submission to HUD due by July 18. The new program year starts on September 1.
- **Challenges and Considerations:** Council members discussed balancing funds between parks, housing, and homelessness.

#### b. 4<sup>th</sup> and 5<sup>th</sup> Street

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



The pilot project for the 4th and 5th Street corridor, was discussed, which aims to reduce traffic speeds and improve safety. Key discussion points included:

- **Current Configuration and Feedback:** The pilot, intended to reduce speeds and increase safety, has faced significant community pushback, including concerns from downtown businesses about reduced customer traffic.
- **Proposed Changes (Phase 2.0):** Staff recommended a new configuration with buffered bike lanes and single-lane traffic to address congestion and safety concerns. The estimated cost for these adjustments is approximately \$40,000.
- **Alternative Options:** Council considered reverting to two-lane, one-way streets or converting to two-way traffic as longer-term options, potentially requiring more significant infrastructure changes.
- **Community Engagement:** Council members discussed the need for additional community feedback before making further changes, with some expressing concern about the financial and operational impacts of prolonged piloting.
- **Next Steps:** There was general consensus to move forward with Phase 2.0 and direction was given to staff to come up with a plan for more public engagement in determining a permanent design. A resolution encompassing this will be brought forth for consideration at the May 7, 2025 City Council Regular Meeting.

#### **c. Board and Commission Liaison Assignments**

Council reviewed current board and commission liaison assignments, focusing on optimizing representation and communication between the Council and various community groups.

### **2. Council Communication**

There was discussion on rejoining the Associated Governments of Northwest Colorado.

### **3. Next Workshop Topics**

Future workshop topics were not discussed.

### **4. Other Business**

Interview teams were requested for the Parks and Recreation Advisory Board and One Riverfront.

### **5. Adjournment**

There being no further business, the Workshop adjourned at 9:02 p.m.





May 5, 2025

Members of City Council  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Via Hand Delivery

Members of City Council,

I am writing concerning the Community Development Block Grant (CDBG) item on tonight's work session agenda. With this letter I am informing you of a potential conflict of interest, the existence of which calls into question my participation in the discussion of the allocation of CDBG funds for water and sewer tap fees for affordable housing.

As you are likely aware I am the Executive Director of Habitat for Humanity. If the CDBG funding for sewer and water taps for affordable housing is approved, Habitat may make an application for CDBG funds for the 2025 program year in the amount of \$54,000 to assist with construction of 6 homes. Because my organization would directly benefit from funding I will neither discuss nor vote on an award to Habitat; however, I believe that I could offer valuable perspective to the City Council on the allocation as proposed in the Staff Report and will be discussed tonight by the Council. Notwithstanding my organization possibly applying I am certain, and represent by this letter, that I will fairly consider all possible allocations of CDBG funds.

I have consulted with City Attorney Shaver who has advised that in light of the City Council's customary standard regarding an appearance of conflict that my recusal from consideration of an award to Habitat is proper; however, he further advised that my complete abstention is not legally required if the Council after consideration of this disclosure consents to my further participation in the broader discussion of a possible allocation of CDBG funds for the payment of tap fees. If because of a perception of a conflict due to my organization possibly applying and/or being awarded funding the Council determines it would be best if I do not participate in any aspect of the CDBG discussion I understand. Of course, if the proposed allocation is approved by the Council and Habitat were to apply, notwithstanding whether I participate in the broader discussion I would neither be involved in the Habitat application nor an award, if any, by the City Council to Habitat.

I look forward to discussion and your decision prior to substantive consideration of the allocations this evening. A copy of this letter will be filed with City Clerk Sandoval for inclusion in the minutes/public record pertaining to May 5th and subsequent Council meetings regarding these matters.





Sincerely,

Laurel Cole

Laurel Cole  
City Councilmember District D  
City of Grand Junction, Colorado

pc: Selestina Sandoval  
Mike Bennett  
John Shaver

Signature: Laurel Cole  
Laurel Cole (May 5, 2025 15:01 MDT)

Email: laurel.cole@gjcity.org



# LTR-Cole CDBG Disclosure 20250505

Final Audit Report

2025-05-05

Created:	2025-05-05
By:	Belinda White (belindaw@gjcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9gAxChgW4MO4ODVFLUczkes_qnH2mdY9

## "LTR-Cole CDBG Disclosure 20250505" History

-  Document created by Belinda White (belindaw@gjcity.org)  
2025-05-05 - 8:56:44 PM GMT
-  Document emailed to Laurel Cole (laurel.cole@gjcity.org) for signature  
2025-05-05 - 8:56:48 PM GMT
-  Email viewed by Laurel Cole (laurel.cole@gjcity.org)  
2025-05-05 - 8:58:57 PM GMT
-  Document e-signed by Laurel Cole (laurel.cole@gjcity.org)  
Signature Date: 2025-05-05 - 9:01:01 PM GMT - Time Source: server
-  Agreement completed.  
2025-05-05 - 9:01:01 PM GMT



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**Grand Junction City Council**  
**Minutes of the Regular Meeting**  
**May 7, 2025**

**Reorganization of City Council**

**A Resolution Appointing an Acting President Pro Tempore of the City Council**

Councilmember Stout called the meeting to order at 5:31 p.m.

Councilmember Ballard moved to adopt Resolution No. 22-25, a resolution appointing Councilmember Kennedy as acting President Pro Tempore of the City Council, seconded by Councilmember Nguyen. The motion was carried by unanimous vote.

**Call to Order, Pledge of Allegiance, Moment of Silence**

The City Council of the City of Grand Junction convened into regular session on the 7<sup>th</sup> day of May, at 5:33 p.m. Those present were Councilmembers Robert Ballard, Scott Beilfuss, Laurel Cole, Jason Nguyen, Anna Stout, Ben Van Dyke, and President Pro Tem Cody Kennedy.

Also present were City Manager Mike Bennett, City Attorney John Shaver, Engineering and Transportation Director Trent Prall, Principal Planner Tim Lehrbach, Zoning Supervisor Jessica Johnsen, City Clerk Selestina Sandoval, and Deputy City Clerk Krystle Koehler.

President Pro Tem Kennedy called the meeting to order. Councilmember Ballard led the audience in the Pledge of Allegiance, followed by a moment of silence.

**Election of Council President/Ex -Officio Mayor and Council President Pro Tem/Ex-Officio Mayor Pro Tem**

President Pro Tem Kennedy opened the floor for nominations for the office of Council President/ Ex-Officio Mayor.

Councilmember Van Dyke moved to nominate Councilmember Kennedy for Mayor, and Councilmember Ballard seconded the motion. The motion carried 6-1 by voice vote, with Councilmember Stout voting no.

Councilmember Ballard moved to nominate Councilmember Cole for Mayor Pro Tem, and Councilmember Nguyen seconded the motion. The motion carried by unanimous voice vote.



## **Proclamations**

### **Proclaiming May 11-17, 2025, as National Police Week in the City of Grand Junction**

Council President Kennedy read the proclamation, which Police Chief Matt Smith accepted, and introduced colleagues, Division Chief Art Smith from the Mesa County Sheriff's Office and Officer Arnold Naik from the Grand Junction Police Department.

## **Appointments**

### **To the Downtown Development Authority Business Improvement District**

Councilmember Stout moved and Councilmember Nguyen seconded to appoint Dustin Anzures to the Downtown Development Authority Business Improvement District for a partial term ending June 2026. Motion carried by unanimous voice vote.

## **Public Comments**

Public comments were heard from Ruth Kinnett, Jeff Zimmerman and Steve Lightfoot.

## **City Manager Report**

City Manager Mike Bennett had no report.

## **Boards and Commission Liaison Reports**

Councilmember Stout gave an update on the Colorado Municipal League.

Councilmember Beilfuss provided updates on the Business Incubator and Historic Preservation Board.

## **Consent Agenda**

### **1. Approval of Minutes**

- a. Minutes of April 10, 2025, Special Meeting
- b. Minutes of April 16, 2025, Regular Meeting
- c. Minutes of April 21, 2025, Special Meeting

### **2. Set Public Hearings**



a. Quasi-judicial

- i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Wendi Gechter IRA Annexation of 5.0 acres, Located at 377 28 Road and to set a Public Hearing for June 18, 2025

**3. Resolutions**

- a. A Resolution Appointing and Assigning City Councilmembers to Represent the City on Various Boards, Committees, Commissions, Authorities, and Organizations
- b. Resolution Directing Certain Actions Regarding the Design and Construction of Improvements to 4th and 5th Streets and Ratifying Actions in Connection Therewith – **MOVED TO REGULAR AGENDA**

Councilmember Ballard moved to remove item 3.b. from the consent agenda, seconded by Councilmember Van Dyke. Motion carried by a unanimous voice vote.

Councilmember Nguyen moved to adopt Consent Agenda Items 1 through 3, excluding item 3.b., seconded by Councilmember Stout. Motion carried by a unanimous voice vote.

**REGULAR AGENDA**

**3.b. Resolution Directing Certain Actions Regarding the Design and Construction of Improvements to 4th and 5th Streets and Ratifying Actions in Connection Therewith**

Addressing concerns and perceptions from downtown business owners and the community, City staff presented to City Council at the May 5 workshop proposed changes for possible implementation this spring, including 1) reviewing and further refinement of sight distances at various intersections and 2) relocating the bike lane to be adjacent to the through-lane (buffered from angled parking where possible), referred to as Version 2.0. City Council discussed various options and alternatives for 4th and 5th Streets during the workshop and ultimately directed staff to bring forward Version 2.0 for a vote of the City Council at the May 7, 2025, City Council meeting. Included in this direction was to implement the Version 2.0 changes as soon as possible (estimated to begin in the next 2-3 weeks), conduct a public engagement and outreach plan to



evaluate the implementation of 4<sup>th</sup>-5<sup>th</sup> Pilot Version 2.0, present City Council with long-term options in addition to Version 2.0 which include two-lane configurations, and gather feedback from the community and business stakeholders.

The proposed resolution authorizes City staff to move forward with 4<sup>th</sup>-5<sup>th</sup> Pilot Version 2.0 and conduct public outreach and engagement to develop a final corridor vision.

The public hearing was opened at 6:00 p.m.

Public comments were heard from Debbie Buchely, John Hodge, Karthik Vishwamitra, Niki Hunn, Thomas Steffens, Kathy Crane, Carlee Dietrich, Adam Dietrich, Terry Porter, Kevin Bray, Joel Sholtes, Carol Rathberg, Mark McAllister, Louann Hara, Mike Grumbly, Jullian Minter, Jack Byrnum, Ash Zorton, Ryan Fleming, Ian Hamilton, Tom Freeman, Ian Moore, Nova Tucker, David Lehman, Thomas Copp, Mckay Moline, Tanner Speis, Diane Schwenke, Alexander Speis, George Prizer, and Mary McAllister.

The public hearing closed at 7:10 p.m.

City Manager Mike Bennet and Engineering and Transportation Director Trent Prall gave a short summary of this item and were available to answer questions from Council.

Council took a short break at 7:20 p.m.

The meeting resumed at 7:30 p.m.

Councilmembers addressed ongoing concerns related to the downtown traffic pilot, key issues included reducing traffic flow, the impact of configurations on emergency response times, and limited speed enforcement on 4<sup>th</sup> and 5<sup>th</sup> Streets. Seasonal weather was cited as a constraint, delaying any significant changes until warmer conditions allow for implementation. Budget considerations remained central to the discussion, noting that advancing to Phase 2.0 would be more cost-effective than reverting to the previous design, and emphasized the need to stay within financial limits. Economic impacts were also noted as a concern; downtown business owners stated that the current configuration may further reduce foot traffic and, if left unaddressed, could lead to business closures. Council acknowledged these risks while also recognizing that the public debate has mistakenly framed the issue as a battle between cars and bikes. Comments were made stating that the intent is to improve overall accessibility and safety, not to prioritize one mode of transportation over another. The discussion highlighted the importance of remaining responsive to community feedback, considering alternative solutions, and maintaining flexibility to adapt based on results. Despite differing viewpoints, there was agreement on the need for a clear, timely decision that balances safety, economic health, and long-term downtown vitality.

Councilmember Van Dyke moved, and Councilmember Ballard seconded, to revert 4<sup>th</sup> and 5<sup>th</sup> Street to pre-pilot status, allowing staff latitude to adjust lane widths in



accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and engineering design standards moving forward. The motion carried 4-3 by roll call vote, with Councilmembers Beilfuss, Nguyen, and Stout voting no.

Council took a short break at 8:23 p.m.

The meeting resumed at 8:30 p.m.

**4.a.i. An Ordinance Amending Title 21 Zoning and Development Code to Modify and Clarify Various Provisions Regarding Zone District and Dimensional Standards, Use Standards, Sign Standards, and Measurements and Definitions**

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 have identified items pertaining to the Mixed-Use Neighborhood (MU-1) zone district that require clarification or modification to appropriately regulate allowed uses and signs within the district. Additionally, staff have identified two provisions pertaining to the Mixed-Use Downtown (MU-3) zone district that may restrict appropriate development and merit reconsideration.

Principal Planner Tim Lehrbach presented this item and was available to answer questions from Council.

There was no council discussion.

The public hearing was opened at 8:42 p.m.

There were no comments.

The public hearing closed at 8:42 p.m.

Councilmember Stout moved and Councilmember Van Dyke seconded to adopt Ordinance No. 5260, an ordinance amending Title 21 Zoning and Development Code to modify and clarify various provisions regarding zone district and dimensional standards, use standards, sign standards, and measurements and definitions on final passage and ordered final publication in pamphlet form. The motion carried by a unanimous roll call vote.

**4.b.i. An Ordinance for Zoning Approximately 1.91 Acres from PD (Planned Development) to MU-2 (Mixed Use Light Commercial) I located at 651 S. Highway 50**



The Applicant requested a rezone to Mixed Use Light Commercial (MU-2) for approximately 1.91 acres of land located at 651 S. Highway 50. The zone district of MU-2 implements the Residential Land Use category of the Comprehensive Plan.

Community Development Zoning Supervisor Jessica Johnsen presented this item and was available to answer questions from Council.

Council acknowledged the area's need for revitalization and recognized the proposed development would bring affordable housing. It was also reiterated that Council's role is to determine whether the proposal meets the rezoning criteria, and it does.

The public hearing was opened at 8:49 p.m.

There were no comments.

The public hearing was closed at 8:49 p.m.

Councilmember Stout moved, and Council President Pro Tem Cole, seconded, to adopt Ordinance No. 5261, an ordinance to rezone 1.91 acres from a Planned Development (PD) zone district to an MU-2 (Mixed Use Light Commercial) zone district for the property located at 651 S. Highway 50, City File Number RZN-2024-711 on final passage and ordered final publication in pamphlet form. The motion carried by a unanimous roll call vote.

## **5. Non-Scheduled Comments**

There were no comments.

## **6. Other Business**

There was none.

## **7. Adjournment**

The meeting adjourned at 8:51 p.m.

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Selestina Sandoval, MMC  
City Clerk







## Grand Junction City Council

### Regular Session

Item #2.a.i.

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**Meeting Date:** May 21, 2025

**Presented By:** Daniella Acosta, Senior Planner

**Department:** Community Development

**Submitted By:** Daniella Acosta Stine, Principal Planner

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Zoning Approximately 5.0 Acres from County I-2 (General Industrial District) to I-1 (Light Industrial) for the Wendi Gechter IRA Annexation, Located at 377 28 Road, and Setting a Public Hearing for June 18, 2025

#### **RECOMMENDATION:**

The Planning Commission will hear this request at its May 27, 2025 meeting and a recommendation will be provided at Second Reading.

#### **EXECUTIVE SUMMARY:**

The applicants, Equity Trust Company Custodian FBO Wendi Gechter IRA, is requesting a zone of annexation to I-1 (Light Industrial) for the Wendi Gechter IRA. The approximately 5.58 acres consists of one parcel of land (5.0 acres) located at 377 28 Road and 0.58 acres of 28 Road public right-of-way. The property is currently vacant. Annexation is being sought in anticipation of developing the site for a future industrial subdivision and a major site plan for contractor shells and warehouse space.

The properties are 'Annexable Development' per the Persigo Agreement. The zone district of I-1 is consistent with the Industrial Light Land Use category of the Comprehensive Plan. The Request for annexation will be considered separately by the City Council, but concurrently with the zoning amendment request.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **Annexation Request**

The Applicant, Equity Trust Company Custodian FBO Wendi Gechter IRA, is requesting annexation of approximately 5.58 acres consisting of one parcel of land located at 377 28 Road. The subject property is currently vacant and appears to not have any prior development or use. The property is Annexable Development per the Persigo



Agreement. The applicant is requesting annexation into the City limits. Annexation is being sought in anticipation of developing the vacant land area. 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 – May 7, 2025
- Planning Commission considers Zone of Annexation – May 27, 2025
- Introduction of a Proposed Ordinance on Zoning by City Council – May 21, 2025
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – June 18, 2025
- Effective date of Annexation and Zoning – July 20, 2025

**Zone of Annexation Request:**

The Applicant is requesting a zone district of I-1 (Light Industrial). The property is currently zoned in the County as I-2 (General Industrial District). The proposed zone district of I-1 is consistent with the Industrial Land Use designation of the Comprehensive Plan. The surrounding zoning includes a mix of both City and County zoned properties. City-zoned properties adjacent to the property include I-2 (General Industrial), I-1, PD (Planned Development), P-2 (Public, Civic, and Institutional Campus) and RM-8 (Residential Medium 8). County-zoned properties adjacent to the property include PUD (Planned Unit Development), RSF-4 (Residential Single Family – 4 District), RSF-R (Residential Single Family – Rural District) and I-2. Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission. The proposed zone of annexation is applicable to 5.0 acres of the 5.58 acres being annexed.

The annexation area has sewer service and all other urban amenities to the property. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan.

The I-1 zoning will permit several light industrial land uses, such as light fabrication, manufacturing and technology, with opportunities for limited accessory commercial uses for the undeveloped property.

In addition to the I-1 zoning requested by the petitioner, the following zone districts would also be consistent with the proposed Comprehensive Plan designation of Commercial.

- General Industrial (I-2)
- Commercial General (CG)



## **NOTIFICATION REQUIREMENTS**

### *Neighborhood Meeting:*

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held virtually on June 27, 2024, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's representative, city staff, and two members of the public were in attendance.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on November 19, 2024. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 16, 2025. The notice of the Planning Commission public hearing was published May 20, 2025, in the Grand Junction Daily Sentinel.

Public comment will be offered through the GJSpeaks platform. Any public comments received will be included in the packet at the Second Reading.

## **ZONE OF ANNEXATION ANALYSIS**

The criteria for review are set forth in Section 21.02.140 (a) and include that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The proposed annexation and zoning to the I-1 (Light Industrial) zone district is consistent with the goals and policies of the City's 2020 Comprehensive Plan. The subject property is located within both the Urban Growth Boundary and the Persigo 201 Planning Area, making it eligible for annexation and urban-level development. The Comprehensive Plan designates this area for industrial land uses, and the requested I-1 zoning aligns with that designation by allowing employment-generating uses such as warehousing, light manufacturing, and service-related businesses. By annexing and zoning the property, the City ensures future development will occur in accordance with established standards for infrastructure, land use compatibility, and site design. This action supports the City's vision for compact and efficient growth and furthers long-range planning objectives for logical urban expansion. Therefore, staff find this criterion met.

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

The annexation and zoning of the subject property contribute to a logical and orderly development pattern along the 28 Road corridor. The site is directly adjacent to



existing City-zoned and developed parcels, including a mini-storage facility constructed in 2018 to the west and a commercial shop/office building—Sunshine Rides—located across 28 Road to the east, which underwent renovations in 2024. These surrounding developments reflect a transition toward light industrial and commercial uses consistent with the requested zoning. Annexing and zoning the parcel will close a gap in City jurisdiction, reduce potential inconsistencies in land use regulation, and allow for a coordinated approach to infrastructure extension and site development. As such, the proposal reinforces a cohesive development pattern that mirrors and complements the surrounding land uses. Therefore, staff finds this criterion met.

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

The proposed I-1 (Light Industrial) zoning directly supports the goals outlined in the City's 2020 Comprehensive Plan, particularly Plan Principle 2: Resilient and Diverse Economy, which highlights the importance of maintaining and strengthening industrial areas as a core component of the local economy. Manufacturing and industrial uses have historically played a vital role in Grand Junction's economic base, and the I-1 zoning designation reinforces this legacy by preserving land for employment-generating uses that are compatible with existing development patterns. The zoning ensures that the site remains available for light industrial activities such as warehousing, production, and service trades, which aligns with the Plan's vision of offering attractive sites for modern industry and enticing major employers through strategic land use planning.

Importantly, this zoning supports Plan Principle 2.3.d by helping to protect key industrial areas from encroachment by potentially incompatible land uses. Establishing I-1 zoning in this location maintains the integrity of an emerging industrial corridor and ensures that adjacent uses will remain complementary, thereby safeguarding long-term investments and industrial infrastructure, including nearby access routes and utilities. By encouraging uses that match the City's targeted economic development goals and by preventing the erosion of industrial land through piecemeal or conflicting zoning designations, this zoning action provides clear and lasting community benefits. Therefore, staff find that this criterion is met.

## **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Wendi Gechter IRA Zone of Annexation, ANX-2024-437 request for the property located at 337 28 Road from County I-2 (General Industrial District) to I-1 (Light Industrial), the following findings of facts have been made:

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

The recommendation by Planning Commission will be provided at the Second Reading.



**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to introduce an ordinance zoning the Wendi Gechter IRA Zone of Annexation from County I-2 (General Industrial District) to I-1 (Light Industrial), authorizing publication in pamphlet form, and set a public hearing for June 18, 2025.

**Attachments**

1. Annexation Information Sheet
2. Annexation Maps
3. Annexation Petition
4. Annexation Plat
5. Development Application
6. ORD - Zoning - Wendi Gechter IRA Annexation



WENDI GECHTER IRA ANNEXATION SCHEDULE				
<b>May 7, 2025</b>		Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
<b>May 27, 2025</b>		Planning Commission Considers Zone of Annexation		
<b>May 21, 2025</b>		City Council Intro Proposed Zoning Ordinance		
<b>June 18, 2025</b>		City Council Accept Petition/Annex and Zoning Public Hearing		
<b>July 20, 2025</b>		Effective date of Annexation and Zoning		
ANNEXATION SUMMARY				
File Number		ANX-2024-437		
Location(s)		377 28 Rd		
Tax ID Number(s)		2945-241-00-005		
Number of Parcel(s)		1		
Existing Population		0		
Number of existing Dwelling Units		0		
Acres Land Annexed		5.0		
Developable Acres Remaining		5.0		
Right-of-way in Annexation				
Previous County Zoning		I-2		
Proposed City Zoning		I-1		
Surrounding Zoning:	North:	RSF-R (County) and I-1 (City)		
	South:	I-2 (County)		
	East:	RSF-R (County) and I-2 (City)		
	West:	I-2 (City)		
Current Land Use		Vacant Land		
Proposed Land Use		Light Industrial/Commercial		
Surrounding Land Use:	North:	Industrial/Single Family Residential		
	South:	Industrial/Commercial		
	East:	Industrial/Commercial		
	West:	Industrial		
Comprehensive Plan Designation:		Industrial		
Retailers within Annexation boundary		Yes:		No: X
If yes, provide Name/Address/Phone Number				
Values:	Assessed	\$53,010		
	Actual	\$190,000		
Address Ranges				
Special Districts:	Water	Ute Water		
	Sewer	Persigo		
	Fire	Grand Junction Fire		
	Irrigation/Drainage	Grand Valley Irrigation Company		
	School	School District 51		
	Pest	Grand River Mosquito Control District		



# 377 28 Annexation



0 125 250 500 Feet



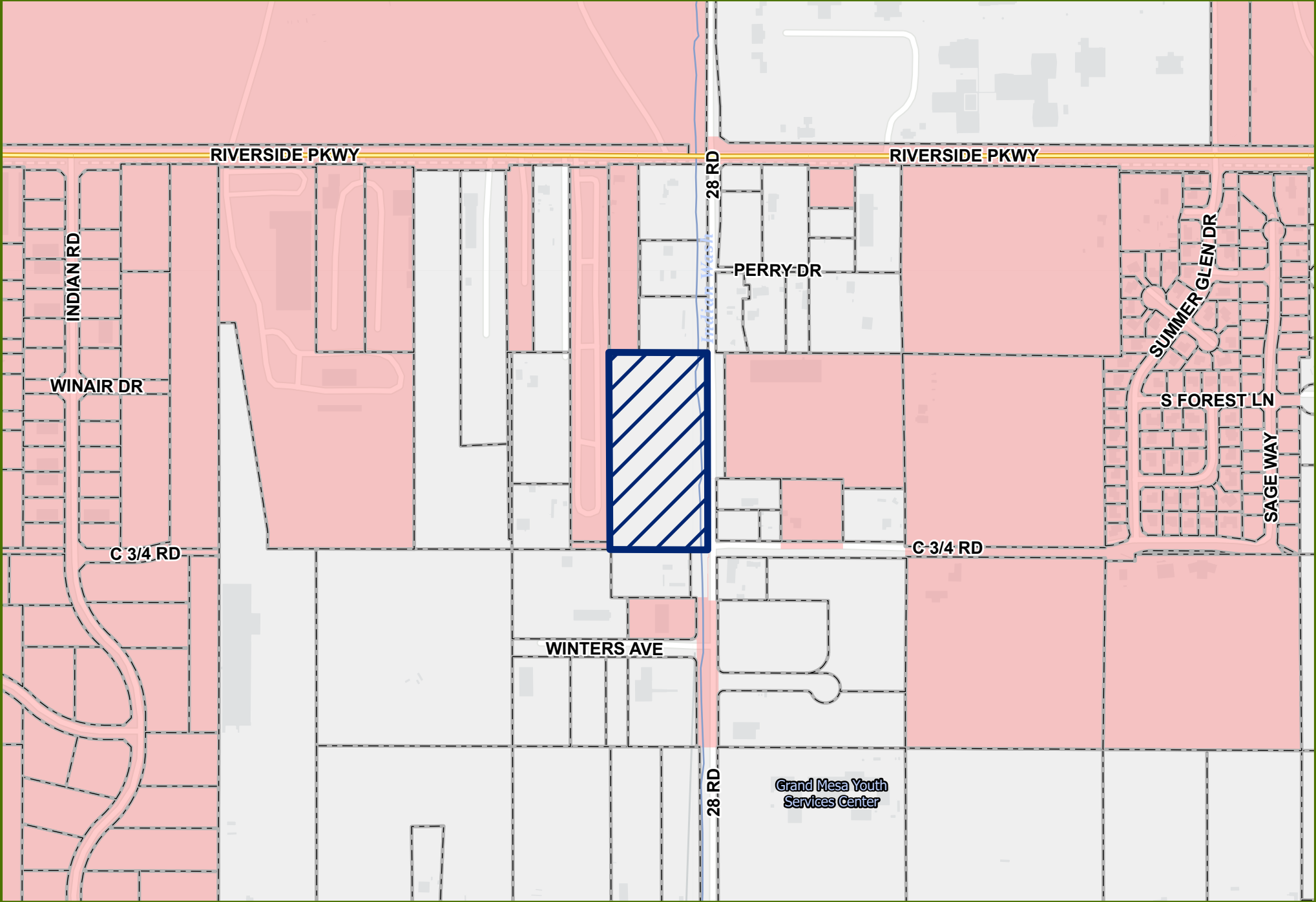
Annexation Site



City Limits



# 377 28 Annexation



0 125 250 500 Feet



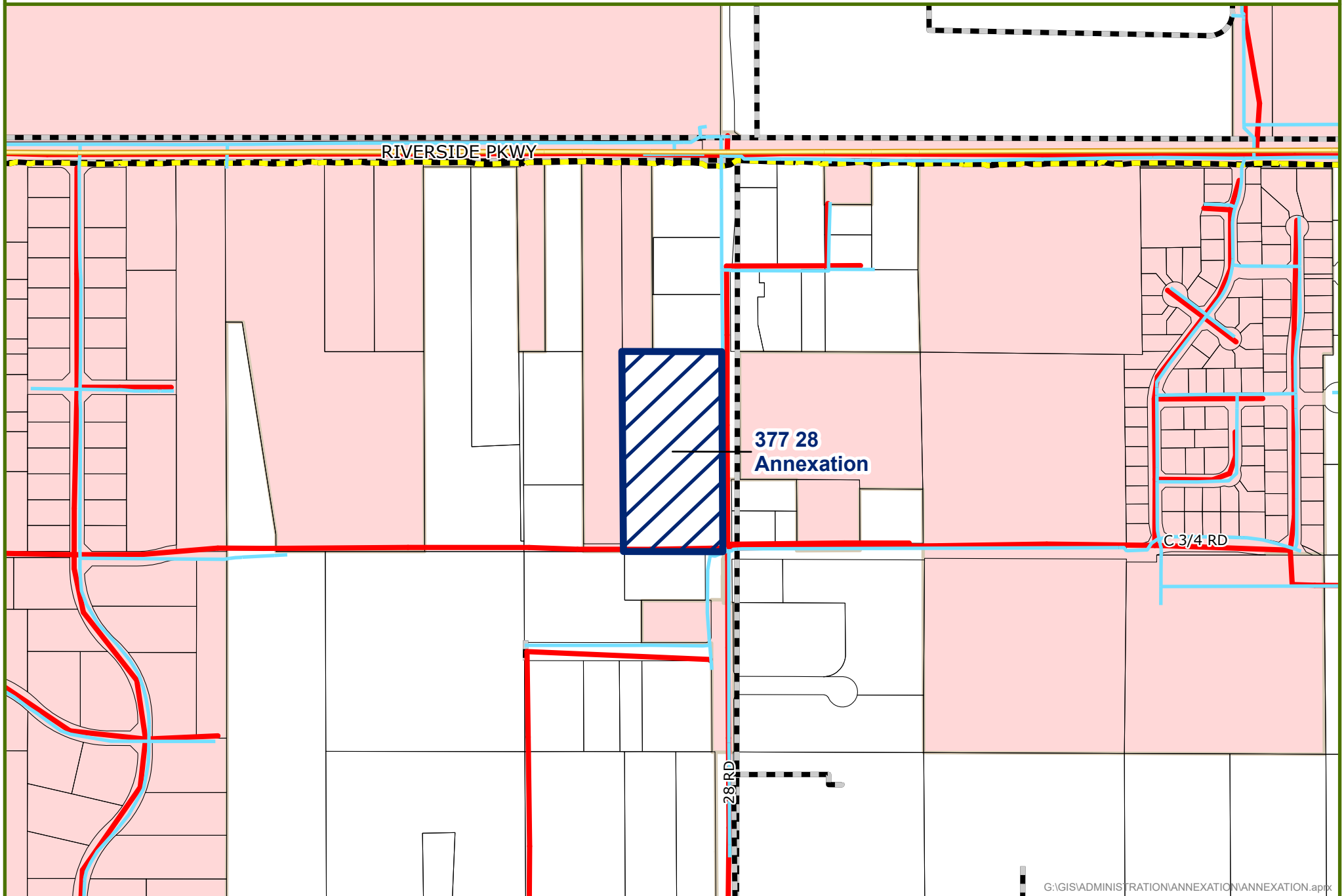
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City Limits



# 377 28 Annexation - Utilities



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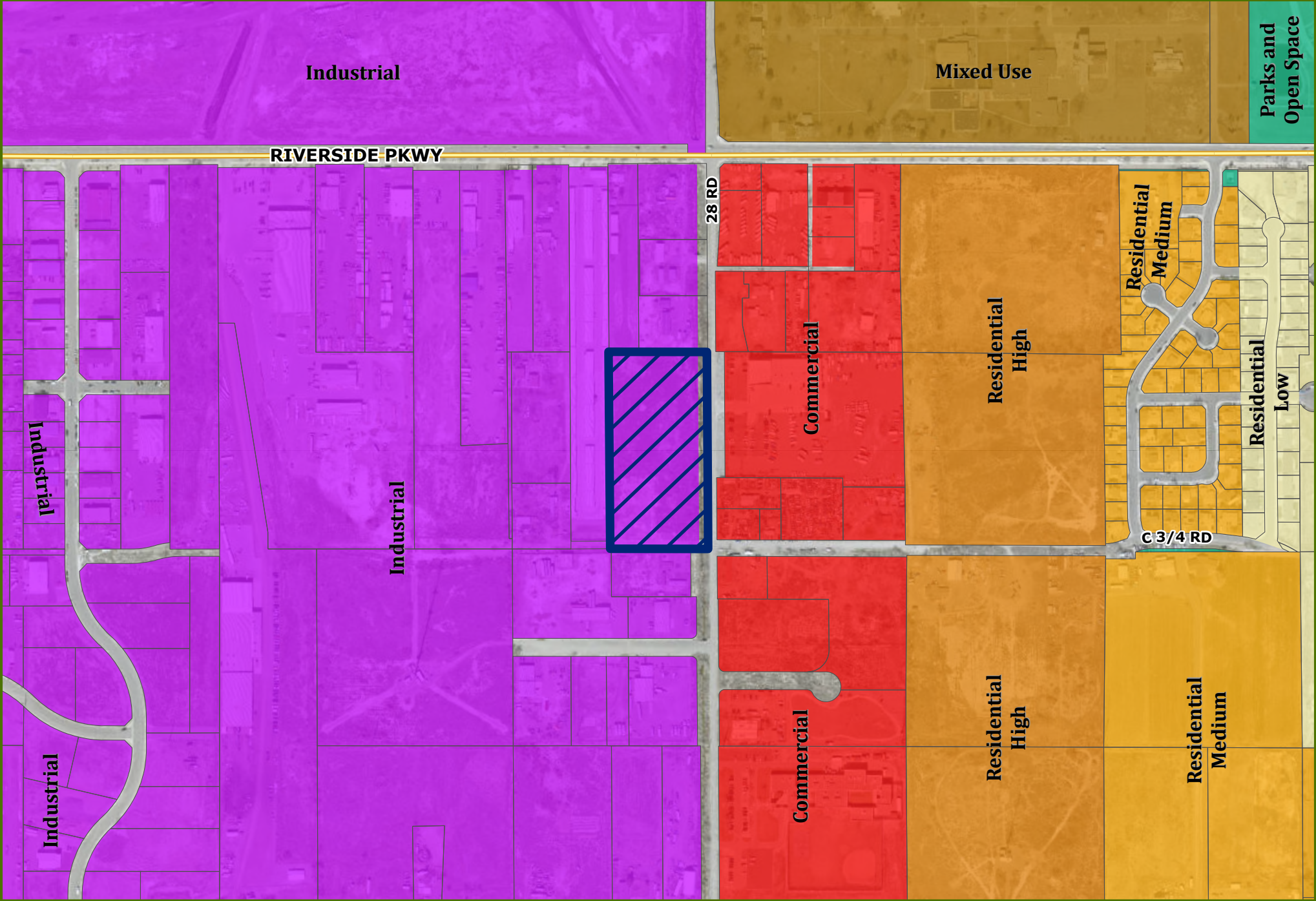
0 0.05 0.1 Miles

— UTE WATER  
— SEWER

--- CITY FIBER  
--- NON-CITY FIBER



377 28 Annexation - Land Use



0 125 250 500 Feet



Annexation Site

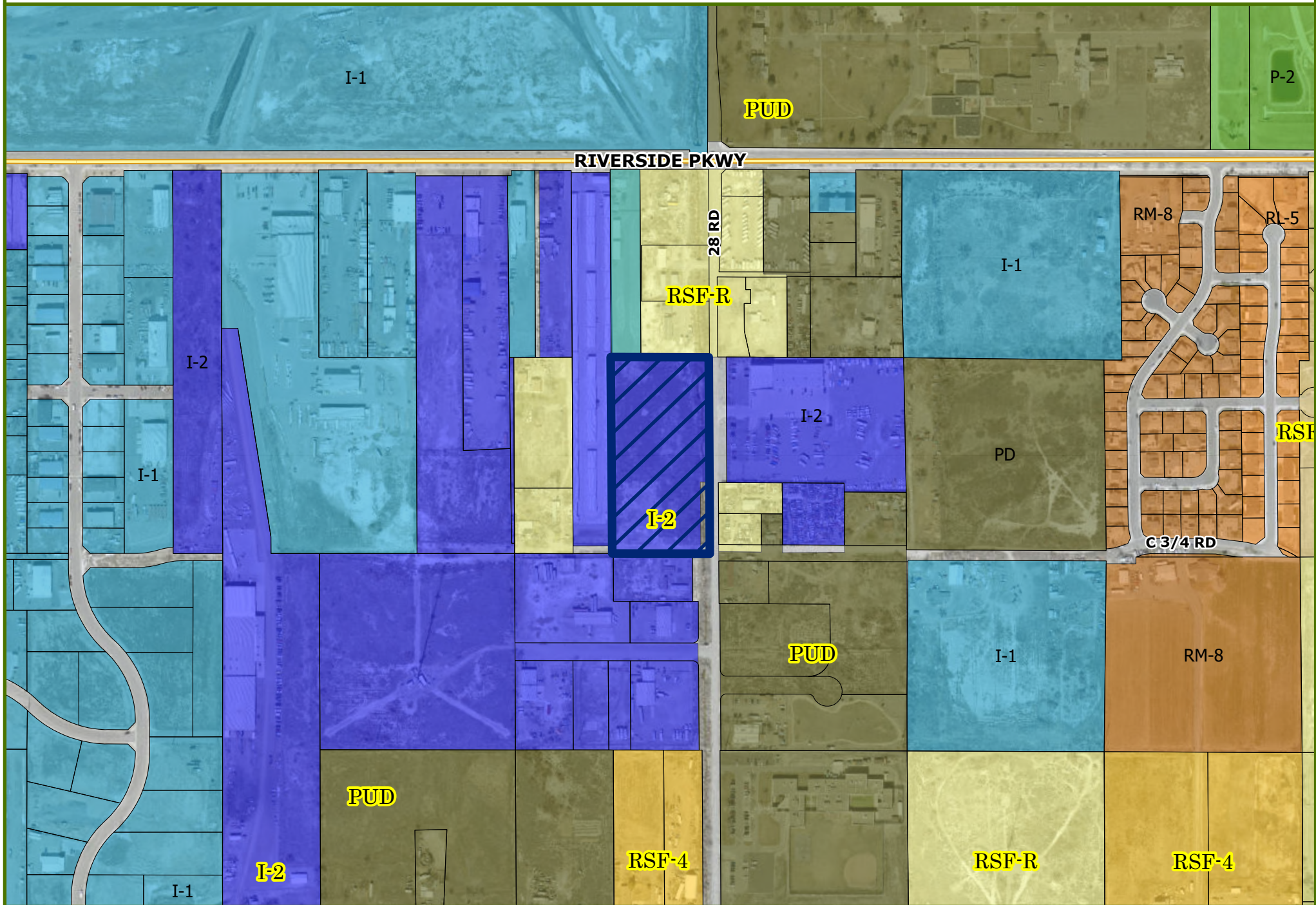
Packet Page 26

Date Created: 3/26/2025





# 377 28 Annexation - Zoning



0 125 250 500 Feet



Annexation

City Zoning

County Zoning

Date Created: 3/26/2025





**WENDI GECHTER IRA 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: 377 28 Rd, Grand Junction, CO 81507  
Tax ID # 2945-241-00-005

The S1/2 E1/4 NE1/4 NE1/4 of Section 24, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado.

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

Equity Trust Company Custodian FBO Wendi Gechter IRA  
NAME

218 Easter Hill Dr, Grand Junction, CO 81507  
ADDRESS

  
SIGNATURE

Wendi Gechter, Owner

4/15/25  
DATE

(Wendi Gechter IRA Annexation Petition)



STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

Wendi Gechter, 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.

Wendi Gechter

Subscribed and sworn to before me this 15<sup>th</sup> day of April, 2025.

Witness my hand and official seal.

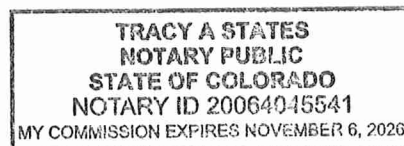
Tracy A. States

Notary Public

466 Duffy Drive  
Grand Junction, Co 81504

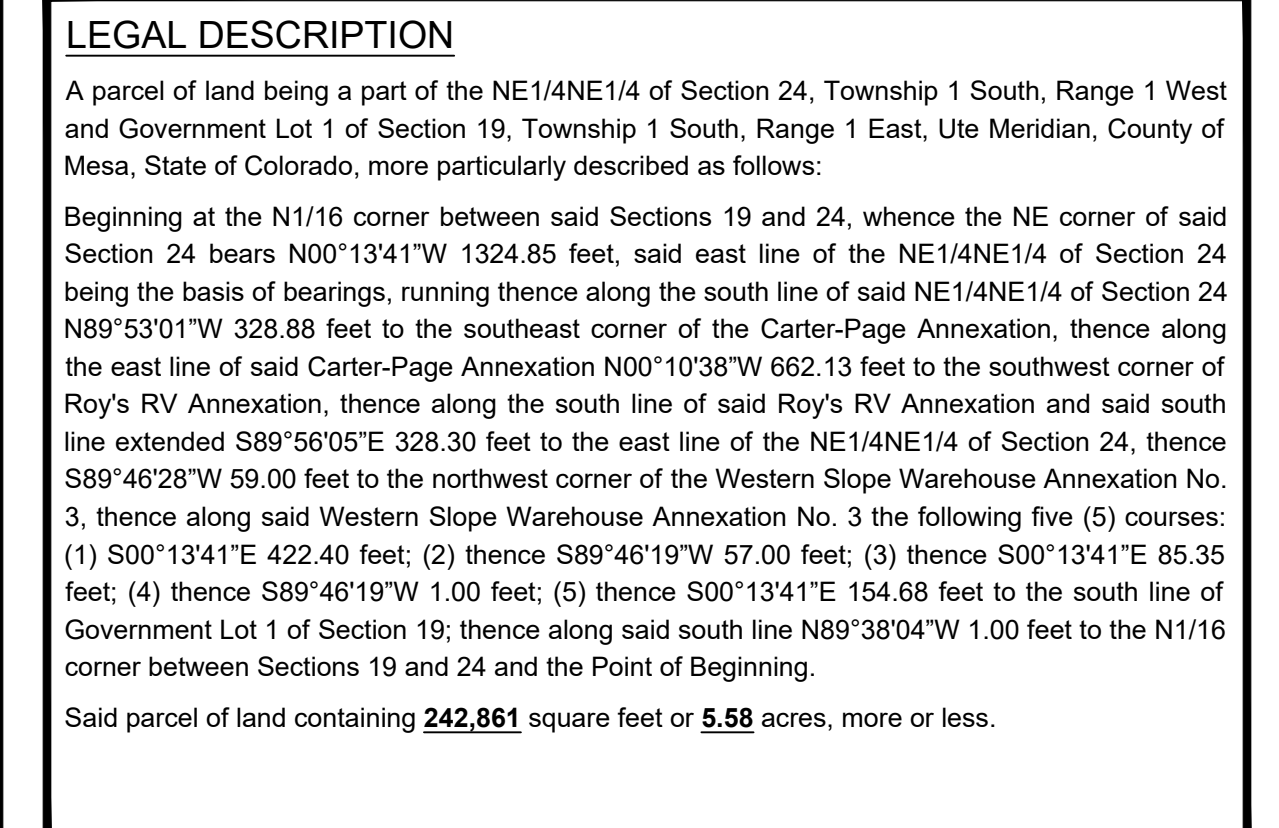
Address

My commission expires: 11/06/2026





Located in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) Section 24,  
Township 1 South, Range 1 West, and Lot 1, Section 19, Township 1 South, Range 1 East,  
Ute Meridian, County of Mesa, State of Colorado



ORDINANCE NO. XXXX	EFFECTIVE DATE XX/XX/20XX
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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.

ALEXANDRE B. LHERITIER  
STATE OF COLORADO - P.L.S. NO. 38464  
FOR THE CITY OF GRAND JUNCTION  
244 NORTH 7TH STREET  
GRAND JUNCTION, CO 81501

1 OF 1



## 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:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

### Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

### Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Representative Information

Name:

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

Digitally signed by Tracy States  
Date: 2024.05.30 13:01:44 -06'00'

Date

Signature of Legal Property Owner

Date



STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:

Equity Trust Company Custodian FBO Wendi Gechter IRA

and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

The type of entity is: Self-directed IRA

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

The mailing address for the entity is: 218 Easter Hill Dr. Grand Junction, CO 81507

The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Wendi Gechter, Owner

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

Not limited.

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

Executed this 22 day of January, 2025. Equity Trust Company Custodian FBO Wendi Gechter IRA

Signature

Jeffrey S Brown

Print

STATE OF OHIO )  
 )ss.  
COUNTY OF Cuyahoga )

The foregoing instrument was acknowledged before me this 22 day of January, 2025, by Jeffrey S Brown (name) as Corp Alt Signer (insert office held or role) for Equity Trust Company (inset name of corporation or LLC).



Carlie M Ely  
Notary Public, State of Ohio  
My Commission Expires:  
November 28, 2028

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

Carlie M Ely  
Notary Public



**RESOLUTION BY CORPORATION CONFERRING GENERAL SIGNING  
AUTHORITY ON OFFICERS and CORPORATE ALTERNATE SIGNERS**

*Resolved*, that any one of the following named Officers and Corporate Alternate Signers:

**(OFFICER)**

Jeffrey A. Desich	Executive Vice Chairman	Richard A. Desich	Vice President
Matthew T. Gardner	Chief Financial Officer	George E. Sullivan	Chief Executive Officer
Elizabeth A. Jerdonek	Chief Legal Officer & Chief Administrative Officer		

**(CORPORATE ALTERNATE SIGNER)**


Amber Baraona	Corporate Alternate Signer	Jeffrey Brown	Corporate Alternate Signer
Jillian Dyke	Corporate Alternate Signer	Jessica Hardon	Corporate Alternate Signer
Angela Ellingsworth	Corporate Alternate Signer	Paula Neuhoff	Corporate Alternate Signer
Sarah Lee	Corporate Alternate Signer	Taylor Schnear	Corporate Alternate Signer
Michael Ray	Corporate Alternate Signer	Carlie Ely	Corporate Alternate Signer
Heather Smith	Corporate Alternate Signer	Aaron Gibson	Corporate Alternate Signer
Gina Johnson	Corporate Alternate Signer	Eric Palmer	Corporate Alternate Signer
Jodi Hays	Corporate Alternate Signer	David Clarke	Corporate Alternate Signer
Megan Maret	Corporate Alternate Signer	Emily Ambuter	Corporate Alternate Signer
Ryan Mayhugh	Corporate Alternate Signer	Andrew Anger	Corporate Alternate Signer
Ryan Austin	Corporate Alternate Signer	Amy Ayers	Corporate Alternate Signer
Sacha Bretz	Corporate Alternate Signer	Sara Brylle	Corporate Alternate Signer
Jacqueline Diaz	Corporate Alternate Signer	Warren Fountaine	Corporate Alternate Signer
Helen Granum	Corporate Alternate Signer	Brandon Hall	Corporate Alternate Signer
Nicole Hamilton	Corporate Alternate Signer	Daniel Hanlon	Corporate Alternate Signer
Sean Hildreth	Corporate Alternate Signer	Theresa Knowler	Corporate Alternate Signer
James Marcelak	Corporate Alternate Signer	Logan Thune	Corporate Alternate Signer
Marty Walden	Corporate Alternate Signer	Geoff Watts	Corporate Alternate Signer
Joell Corignolo	Corporate Alternate Signer	Matthew Griffis	Corporate Alternate Signer
Thomas Tapanes	Corporate Alternate Signer	Alivia Martindale	Corporate Alternate Signer



Are/is hereby authorized and empowered to sign on behalf of Equity Trust Company for the benefit of account holders, with the power to conduct all transactions on behalf of such account holders, including the authority to sell, purchase, borrow funds for debt financed real estate, assign, and transfer any and all bonds, certificates of deposit, stocks, mortgages, real property, satisfactions of mortgage, securities or other investments which may be registered in the name of Equity Trust Company or which may now or hereafter be assigned to Equity Trust Company. It is further *Resolved* that any and all such assignments of securities and investments registered in the name of or assigned to Equity Trust Company, heretofore or hereafter made by the above-named Officer(s) or Corporate Alternate Signer(s), are hereby ratified and confirmed.

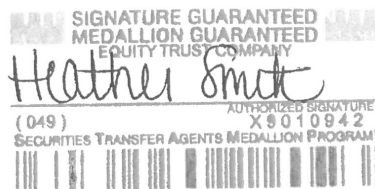
I hereby certify that the foregoing is a true and correct copy of a Resolution passed at a regular quarterly meeting of the Board of Directors, the governing body of Equity Trust Company, a duly authorized corporation. Said Resolution has not been amended or repealed, and it is presently in full force and effect.

Witness my signature this 8th day of July, 2024

  
Official Signature of an Officer

This document was prepared by  
Equity Trust Company


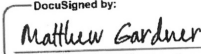
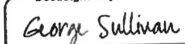
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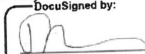
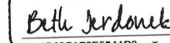




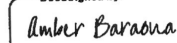
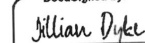
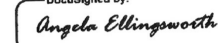
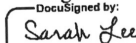

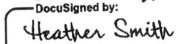
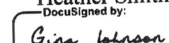
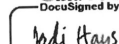
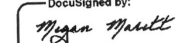
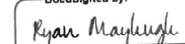
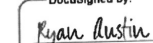
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AUTHORITY ON OFFICERS and CORPORATE ALTERNATE SIGNERS**

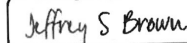
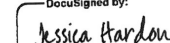
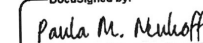
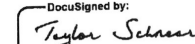
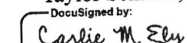
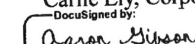
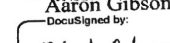



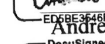
**(OFFICER)**

DocuSigned by:  
  
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Jeffrey A. Desich, Executive Vice Chairman  
DocuSigned by:  
  
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Matthew L. Gardner, Chief Financial Officer  
DocuSigned by:  
  
1464D65122C42A  
George E. Sullivan, Chief Executive Officer

DocuSigned by:  
  
0F81066C74FF1  
Richard A. Desich, Vice President  
DocuSigned by:  
  
1300BFAE8E114100  
Beth Jerdonek, Chief Legal Officer &  
Chief Administrative Officer

**(CORPORATE ALTERNATE SIGNER)**

DocuSigned by:  
  
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Amber Baraona, Corporate Alternate Signer  
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Jillian Dyke, Corporate Alternate Signer  
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Amy Ayers, Corporate Alternate Signer



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DocuSigned by:

*Sacha Bretz*

Sacha Bretz, Corporate Alternate Signer

DocuSigned by:

*Jacqueline Diaz*

Jacqueline Diaz, Corporate Alternate Signer

DocuSigned by:

*Helen Granum*

Helen Granum, Corporate Alternate Signer

DocuSigned by:

*Nicole Hamilton*

Nicole Hamilton, Corporate Alternate Signer

DocuSigned by:

*Sean Hildreth*

Sean Hildreth, Corporate Alternate Signer

DocuSigned by:

*James Marcelak*

James Marcelak, Corporate Alternate Signer

DocuSigned by:

*Marty Walden*

Marty Walden, Corporate Alternate Signer

DocuSigned by:

*Joel Corignolo*

Joel Corignolo, Corporate Alternate Signer

DocuSigned by:

*Thomas Tapanes*

Thomas Tapanes, Corporate Alternate Signer

DocuSigned by:

*Sara Brylle*

Sara Brylle, Corporate Alternate Signer

DocuSigned by:

*Warren Fountaine*

Warren Fountaine, Corporate Alternate Signer

DocuSigned by:

*Brandon Hall*

Brandon Hall, Corporate Alternate Signer

DocuSigned by:

*Daniel Hanlon*

Daniel Hanlon, Corporate Alternate Signer

DocuSigned by:

*Theresa Knowler*

Theresa Knowler, Corporate Alternate Signer

DocuSigned by:

*Logan Thune*

Logan Thune, Corporate Alternate Signer

DocuSigned by:

*Geoff Watts*

Geoff Watts, Corporate Alternate Signer

DocuSigned by:

*Matthew Griffiths*

Matthew Griffiths, Corporate Alternate Signer

DocuSigned by:

*Alivia Martindale*

Alivia Martindale, Corporate Alternate Signer

SUBSCRIBED TO before me this 8th day of July, 2024



LARISA STARUCH  
NOTARY PUBLIC, STATE OF OHIO  
Comm. No. 2015-RE-533061  
My Commission Expires 5/19/2025

Notary Public *Larisa Staruch*

My Commission Expires: 5/19/2025



OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Equity Trust Company Custodian FBO Wendi Gechter IRA, am the owner of the following real property:

(b) 377 28 Road, Grand Junction, CO 81501

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):

I have reviewed the application for the (d) Annexation/Zone of Annexation pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

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: Wendi Gechter

Printed name of owner: Wendi Gechter

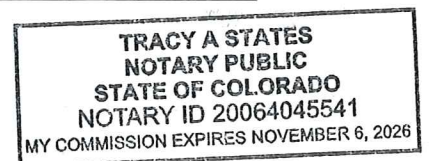
State of Colorado )

County of Mesa ) ss.

Subscribed and sworn to before me on this 24<sup>th</sup> day of September, 20 24  
by Wendi Gechter

Witness my hand and seal.

My Notary Commission expires on 11/06/2026



Tracy A. States  
Notary Public Signature



**RETURN RECORDED DOCUMENT TO:**

Document Fee: \$31.80

Wendi Gechter  
218 Easter Hill Dr.  
Grand Junction, CO 81501

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, dated 20th day of May, 2024, is made between **Martin Azcarraga and Donna Azcarraga** ("Grantor"), of the County of Mesa and the State of Colorado.

AND

**Equity Trust Company Custodian FBO Wendi Gechter IRA** ("Grantee"), of the County of Mesa and the State of Colorado., whose legal address is 218 Easter Hill Dr., Grand Junction, CO 81507.

**WITNESS**, that the Grantor(s), for and in consideration of **THREE HUNDRED EIGHTEEN THOUSAND AND 00/100 DOLLARS (\$318,000.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of **Mesa** and State of Colorado, described as follows:

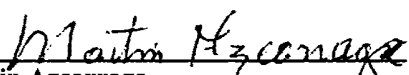
**The S1/2 E1/4 NE1/4 NE1/4 of  
Section 24, Township 1 South, Range 1 West of the Ute Meridian,  
County of Mesa, State of Colorado**

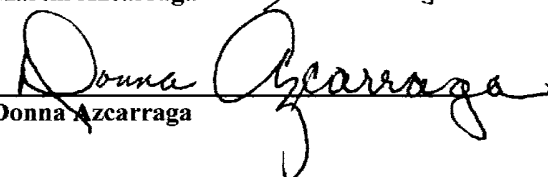
**ALSO KNOWN AS: 377 28 Road, Grand Junction, CO 81501**

**TOGETHER WITH**, all and singular the 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(s), either in law or equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns of the Grantor, **warrants title to the same against all persons claiming by, through or under the Grantor,** subject to **the Statutory Exceptions**

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

  
\_\_\_\_\_  
Martin Azcarraga

  
\_\_\_\_\_  
Donna Azcarraga

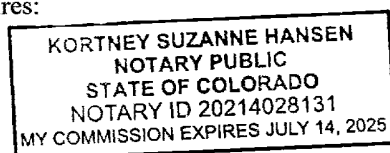
State of : Colorado

}  
}  
} ss.


County Of Mesa

The foregoing instrument was subscribed, sworn to, and acknowledged before me this **May 20, 2024**, by **Martin Azcarraga and Donna Azcarraga**

My Commission expires:



Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

**\*\*If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)**



**QUITCLAIM DEED**

THIS DEED, dated this 24<sup>th</sup> day of October, 2024,  
between **The Mesa County Ditch Company now known as the Grand Valley  
Irrigation Company, a Colorado Nonprofit Corporation**  
of the County of Mesa and State of Colorado, grantor(s), and  
**Equity Trust Company Custodian FBO Wendi Gechter IRA**, grantee(s)

RECEPTION#: 3107792  
10/25/2024 1:06:41 PM, 1 of 2  
Recording: \$18.00, Doc Fee \$0.10  
Bobbie Gross, Mesa County, CO.  
CLERK AND RECORDER

whose legal address is 218 Easter Hill Drive, Grand Junction, CO 81507 of the County of Mesa and State of CO,  
grantee(s):

**WITNESS**, that the grantor(s), for and in consideration of the sum of One Thousand dollars and no/100  
(\$1000.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and  
QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM, unto the grantee(s), his heirs  
and assigns forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property,  
together with improvements, if any, situate, lying and being in the County of Mesa and State of Colorado, described  
as follows:

**SEE ATTACHED EXHIBIT "A"**

also known by street and number as: **377 28 Road, Grand Junction, CO 81501**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto  
belonging, or in anywise thereunto appertaining, all the estate, right, title, interest and claim whatsoever of the  
grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s), his heirs and assigns  
forever.

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(s) has executed this deed on the date set forth above.

Phil Bertrand  
The Mesa County Ditch Company now known as the  
Grand Valley Irrigation Company, a Colorado  
Nonprofit Corporation By: Phil Bertrand  
PHIL BERTRAND, SUPERINTENDANT

SHIRLEY E LLEWELLYN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20084018778  
MY COMMISSION EXPIRES MAY 18, 2028

STATE OF COLORADO

COUNTY OF Mesa

}  
}  
} ss.  
}

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 24<sup>th</sup> day of  
October, 2024, by **The Mesa County Ditch Company now known as the Grand Valley Irrigation  
Company, a Colorado Nonprofit Corporation**. By: **PHIL BERTRAND, SUPERINTENDANT**

My Commission expires:

may 18, 2028

Witness my hand and official seal.

Shirley E Llewellyn  
Notary Public



## EXHIBIT A

All that part of a parcel of land as described at Reception Number 4814, situated exclusively within in the south one-half of the east quarter of the northeast quarter of the northeast quarter of Section 24, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado,

Said parcel containing 0.50 acres, more or less.



---

This description was prepared by:  
Alec K. Thomas  
Colorado P.L.S. 38274  
215 Pitkin Avenue, Unit 201  
Grand Junction, CO 81501

---

NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.



General Project Report

# **Annexation/Zoning**

## **377 28 Road, Grand Junction, CO**

### **Parcel No. 2945-241-00-005**

May 30, 2024

*Revised September 12, 2024*

*Revised December 3, 2024*

Prepared for:

**City of Grand Junction**

**250 N. 5<sup>th</sup> Street, Grand Junction, CO 81501**

Prepared by:



**215 Pitkin, Grand Junction, CO 81501**

**Grand Junction, CO 81506**

**Phone: (970) 241-4722**

**[info@rccwest.com](mailto:info@rccwest.com)**



## **A. Project Description**

**1) Location:** The project is located at 377 28 Road (Parcel No. 2945-241-00-005).

**2) Acreage:** The subject parcel contains approximately 5.0 acres.

**3) Proposed Use:** This submittal is for the Annexation and zoning of this parcel. The proposed zoning is I-1 (Light Industrial). The future land use is Industrial. The proposed I-1 zoning meets the intent of the 2020 Comprehensive Plan with regards to density and use.

## **B. Public Benefit**

The proposed Annexation and zoning would provide an industrial/commercial site in an area designated for industrial/commercial development. Subsequent development would provide jobs and tax revenue to the City of Grand Junction. The use is yet to be determined.

## **C. Neighborhood Meeting**

A neighborhood meeting was held virtually via a zoom on June 27, 2024. A summary of the meeting is included with this submittal.

## **D. Project Compliance, Compatibility, and Impact**

### **1) Adopted plans and/or policies:**

The proposed Annexation and zoning are in conjunction with the 2020 Comprehensive Plan, and will comply with the adopted codes, plans and requirements for the property. The I-1 zoning is an appropriate district for the Industrial category of the Comprehensive Plan.

### **2) Land use in the surrounding area:**

The uses within the surrounding area include commercial, medium, and low density residential.

### **3) Site access and traffic patterns:**

Access and traffic patterns will be determined upon subsequent development.

### **4) Availability of utilities, including proximity of fire hydrants:**

The subject parcel is served by the following:

Ute Water  
City of Grand Junction Sanitary and Storm Sewer  
Grand Valley Drainage District  
Grand Valley Irrigation Company  
Xcel Energy  
City of Grand Junction Fire – Station 1  
Spectrum/Charter  
CenturyLink/Lumen

A Fire Flow Form has been obtained and is included with this submittal.



**5) Special or unusual demands on utilities:**

There will be no unusual demand on utilities as a result of the Annexation and Zoning.

**6) Effects on public facilities:**

The Annexation and Zoning will have no adverse effect on public facilities.

**7) Hours of operation:**

To be determined upon development.

**8) Number of employees:**

Not applicable.

**9) Signage:**

Not applicable.

**10) Site Soils Geology:**

Not applicable.

**11) Impact of project on site geology and geological hazards:**

None are anticipated.

**E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted.**

**Section 21.02.070 (6) of the Zoning and Development Code:**

**General Approval Criteria. No permit may be approved unless all of the following criteria are satisfied:**

**(i) Compliance with the Comprehensive Plan and any applicable adopted plan.**

The Annexation/Zoning request is in compliance with the newly adopted 2020 Comprehensive Plan. The applicant is requesting annexation and zoning as provided for by the Persigo 201 Boundary Agreement.

**(ii) Compliance with this zoning and development code.**

The Annexation and Zoning request is in compliance with the zoning and development code. The future land use is Industrial and the requested zoning of I-1, Light Industrial, meets the intent of the 2020 Comprehensive Plan.

**(iii) Conditions of any prior approvals.**

There are no conditions of prior approvals.

**(iv) Public facilities and utilities shall be available, concurrent with the development.**

All public facilities and utilities will be available, concurrent with the Annexation and Zoning.



- (v) Received all applicable local, State, and federal permits.

All applicable permits will be obtained for this project.

**Section 21.02.150(l)(3)(ii) Rezoning:**

***An applicant for Rezoning has the burden of producing evidence that proves each of the following criteria:***

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

*The proposed Annexation and Zoning request to the I-1 zone district is in compliance with the newly adopted 2020 Comprehensive Plan. The parcel is within the Persigo 201 boundary, as well as the Urban Growth boundary and must annex and zone within the City limits in order to develop.*

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

*The annexation and zoning of the parcel will result in logical and orderly continuation of development already existing in the area. **Several parcels within the surrounding area are already annexed and zoned within the City limits and are developed with commercial/light industrial uses, i.e. the storage units adjacent to the west (built in 2018) and the large commercial shop/office across 28 Road to the east that is the location of Sunshine Rides (remodel finalized in 2024).***

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

*The area will benefit from **continued** industrial/commercial development in this designated area, as evidenced by the surrounding, existing development. **Parcels that are not within the City limits and are zoned I-1 and I-2 in Mesa County, are developed with similar uses.***

**Section 21.02.050(c)(4) Annexation:**

***Approval Criteria***

*The application shall meet all applicable statutory and City administrative requirements. The City Council shall use the following criteria when evaluating a request for annexation. Annexation is, however, a discretionary, legislative act. The City shall never be compelled to annex, unless otherwise required by state law, even if all these review criteria have been satisfied.*

- (i) The annexation complies with the Municipal Annexation Act of 1965, as amended (§ 31-12-101 C.R.S., et seq.). Contiguity is presumed to satisfy the eligibility requirement of § 31-12-104 C.R.S.*

**The one-sixth contiguous requirement is met.**



*ii) The proposed zoning is appropriate, based upon consideration of the following factors: (A) The proposed zoning is consistent with the Comprehensive Plan designation of the property; and (B) The proposed land uses are consistent with the purpose and intent of the proposed zone district.*

**The project is located within the 201 Sewer boundary, as well as the Urban Growth boundary. The parcel must annex in order to develop. The proposed I-1 zoning is consistent with the Comprehensive Plan designation of Industrial.**

*(iii) The annexation will not limit the ability to integrate surrounding land into the City or cause variances or exceptions to be granted if the adjacent land is annexed or developed.*

**The annexation will not limit the ability to integrate surround land into the City limits, nor will it cause variances or exception to be granted if the adjacent land is annexed or developed. *The proposed I-1 zoning meets the future land use designation of Industrial and all surrounding lands have the same future land use designation and. If surrounding parcels wish to develop, like this parcel, they will have to request annexation and similar zoning and develop with similar industrial uses.***

*(iv) The landowner has waived in writing any preexisting vested property rights as a condition of such annexation.*

**There are no preexisting vested property rights.**

#### **F. Development Schedule**

Not applicable for this submittal.



# IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-241-00-005 Northeast Quarter of the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado

PROPERTY DESCRIPTION (as recorded at reception number 3093742 & 3107192):  
The S1/2 E1/4 NE1/4 NE1/4 of Section 24, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado.

This plat is a graphical representation of the professional opinion of the undersigned surveyor of the location of the property as described in the title documents referenced. The bearings of the boundary lines on the drawing represent the title description rotated to grid north of the Mesa County Local Coordinate System (MCLCS) noted above. The geometric integrity of the lines has been preserved except where they yield to record monuments and/or senior or controlling lines.

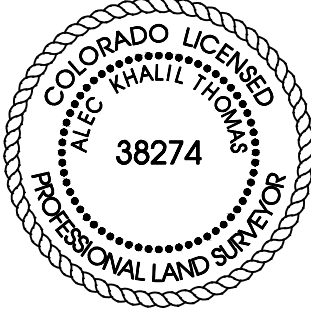
Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground vessels that may affect the use or development of this land.

This survey plat does not constitute a title search by the undersigned surveyor or River City Consultants, Inc. and no certification as to title or ownership of any parcels shown hereon is made by either. All recorded and apparent rights-of-way and easements shown hereon were researched by the professional land surveyor, other documents may exist which would affect this property.

## SURVEYOR'S STATEMENT

I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K Thomas,  
Colorado PLS 38274



## BASIS OF BEARINGS

The bearings hereon are grid bearings of the Mesa County Local Coordinate System, GVA, as defined at [http://emap.mesacounty.us/gps\\_survey/GVAZONE.htm](http://emap.mesacounty.us/gps_survey/GVAZONE.htm), determined by GPS observation of the east line of the northeast quarter of the northeast quarter of Section 24, T.1S., R.1W., Ute Meridian, the northeast corner of said Section 24, being a 3.0" aluminum cap on a pipe marked "PLS 24953" whence the north 1/16 Corner of said Section 24 and Section 19, being a 2.5" aluminum cap marked "PLS 24320 AES 2000", bears South 00°13'41" East, as shown hereon.

## SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

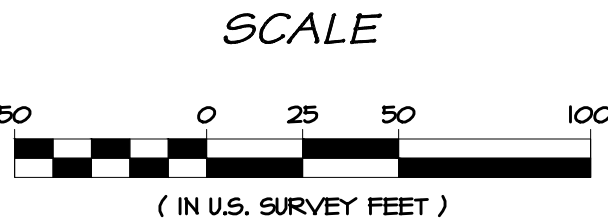
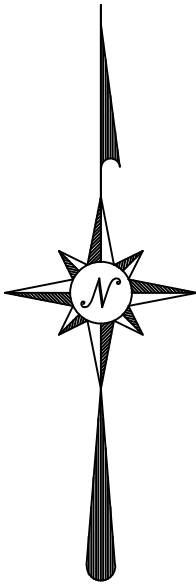
E:	EAST
N:	NORTH
NO:	NUMBER
PLS:	PROFESSIONAL LAND SURVEYOR
MCSM:	MESA COUNTY SURVEY MARKER
MPE:	MULTI-PURPOSE EASEMENT
PLS:	PROFESSIONAL LAND SURVEYOR
REC:	RECEPTION
ROW:	RIGHT OF WAY
S:	SOUTH
T:	TOWNSHIP
UM:	UTE MERIDIAN
W:	WEST
Ø	DIAMETER
R:	RANGE

Lineal Units of Measurement are U.S. Survey Foot.

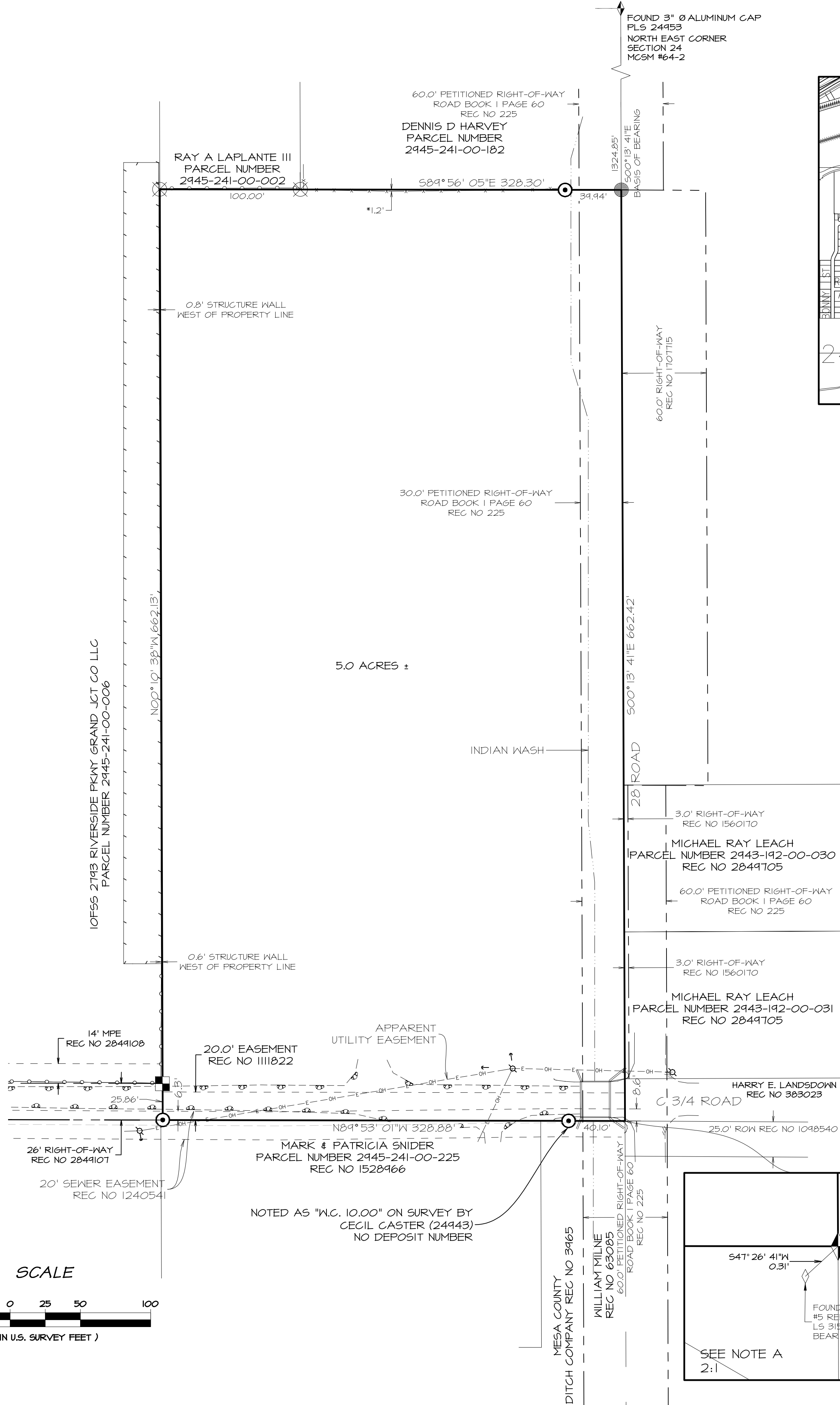
MCLCS ZONE "GVA"  
TRANSVERSE MERCATOR PROJECTION  
POINT OF ORIGIN (SN01) AND CENTRAL MERIDIAN:  
LATITUDE: 39°06'22.72756N  
LONGITUDE: 108°32'01.43463W  
NORTHING: 50,000FT  
EASTING: 100,000FT  
SCALE FACTOR: 1.00021818798  
PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

## SURVEYORS NOTES:

- The cap marked BEAR 2009 was not accepted by the hereon signed surveyor as representing the north sixteenth corner between Section 19 and Section 24. The monument record filed by Bear in 2009 makes no mention of the 2.5" aluminum cap marked AES PLS 24320 which should have been in place at the time of the Bear survey. According to the 2000 AES cap monument record, the position was perpetuated in using multiple reference monuments of prior record. The Bear monument only dimensions one of these reference points.
- \* Denotes distance feature projects into subject parcel.
- Fence deviation along the north line will be corrected upon development of this site. Adjoiner to the north has been notified of this planned reconstruction.



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.







**377 28 Road Annexation and Zoning  
Parcel No. 2945-241-00-005**

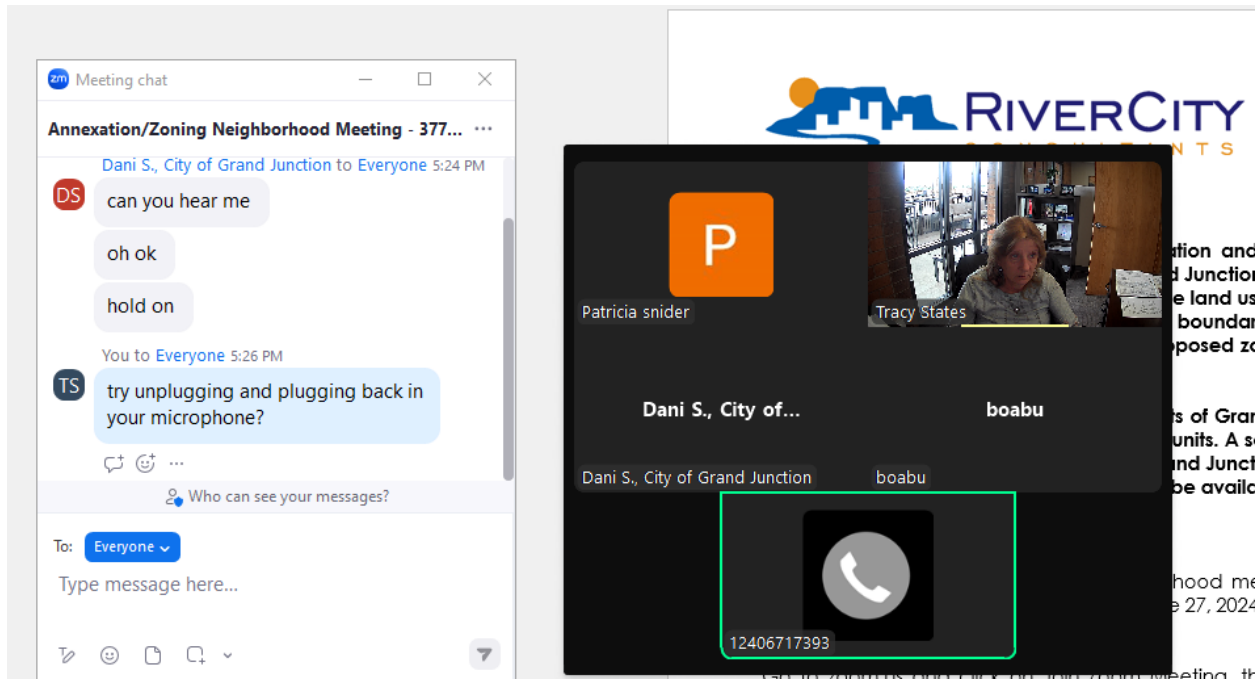
**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING  
THURSDAY, JUNE 27, 2024, @ 5:30 PM  
VIA ZOOM**

A virtual neighborhood meeting for the above-referenced annexation and zoning, was held Thursday, June 27, 2024, via Zoom, at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on June 10, 2024, per the mailing list received from the City of Grand Junction. There were five two attendees including Tracy States, Project Coordinator, with River City Consultants, Dani Stine, Senior Planner with the City of Grand Junction, and Charlie Gechter, representing the applicant. There were two attendees (a couple) from the public in attendance.

The meeting began at approximately 5:30 PM. Tracy shared information regarding the property, why it was being annexed and zoned within the City limits (due to its location within the 201 boundary), location, existing zoning, and the 2020 Comprehensive Plan maps. Tracy explained that plans were in progress but not yet available for viewing and went on to explain the use would be for a business park, likely drawing trades like a welding shop. Tracy also explained the process for both the annexation and zoning, and the subsequent site plan application.

There were no questions or concerns expressed by the couple in attendance. The meeting adjourned at approximately 5:45 PM.







10FSS 2793 RIVERSIDE PKWY GRAND  
JCT CO LLC  
3301 ATLANTIC AVE  
RALEIGH NC 27604

2792 WINTERS LLC  
C/O R BRUCE & R WAYNE HOLDER  
181 E 56TH AVE STE 400  
DENVER CO 80216

3196 MESA LLC  
2785 RIVERSIDE PKWY  
GRAND JUNCTION CO 81501

9210 HOLDINGS LLC  
PO BOX 717  
GRAND JUNCTION CO 81502

AGUIRRE REYNA ISABEL AVENDANO  
VALLADARES JOSE MARTIN  
3110 F 3/4 RD  
GRAND JUNCTION CO 81504

AZCARRAGA MARTIN  
AZCARRAGA DONNA  
PO BOX 2072  
GRAND JUNCTION CO 81502

BARNES DONALD E  
2811 RIVERSIDE PKWY  
GRAND JUNCTION CO 81501

BLOZVICH MISTY  
BLOZVICH BRADY, et al.  
2803 PERRY DR  
GRAND JUNCTION CO 81501

BURKHARDT BRADLEY B ESTATE  
C/O SUZANNE LIDDICOAT-PER REP  
374 28 RD  
GRAND JUNCTION CO 81501

CITY OF GRAND JUNCTION  
DANI STINE  
250 N 5TH ST  
GRAND JUNCTION CO 81501

CJ PROPERTIES LLC  
2791 WINTERS AVE  
GRAND JUNCTION CO 81501

CLEMENTS FAMILY TRUST DATED  
JUNE 4 2018  
CLEMENTS EDWARD L III TRUSTEE, et  
al.  
3358 BARRANCA CT  
SAN LUIS OBISPO CA 93401

COWGER PATRICK D  
COWGER KIMBERLY L  
12815 ROEBER RD  
PAONIA CO 81428

EQUITY TRUST CO CUST FBO WENDI  
GECHTER IRA  
CHARLIE GECHTER  
218 EASTER HILL DR  
GRAND JUNCTION CO 81507

GERSCH DAVID E  
3257 C RD  
PALISADE CO 81526

HARVEY DENNIS D  
HARVEY KARL A  
383 28 RD  
GRAND JUNCTION CO 81501

HERRERA MARTHA LIFE EST  
C/O MARY FRANCES HERRERA  
585 25 1/2 RD TRLR 113  
GRAND JUNCTION CO 81505

HUNSBERGER MELVIN R SR  
2805 PERRY DR  
GRAND JUNCTION CO 81501

JCMB PROPERTIES LLC  
196 TZ TRAIL  
GRAND JUNCTION CO 81503

LAPLANTE ROY A III  
837 W CENTURY ST UNIT B  
SANTA MARIA CA 93455

LATERAL MC70 IRRIGATION INC  
KEN HEINECKE  
2833 C 1/2 RD  
GRAND JUNCTION CO 81501

LAYMAN JAMES  
2799 RIVERSIDE PKWY  
GRAND JUNCTION CO 81501

LEACH MICHAEL RAY  
LEACH LEAH MICHELLE  
360 27 1/2 RD  
GRAND JUNCTION CO 81501

MAJIC INVESTMENTS LLC  
902 HIGHWAY 50  
GRAND JUNCTION CO 81503

NEW CINGULAR WIRELESS PCS LLC  
C/O AT&T PROPERTY TAX DEPT  
909 CHESTNUT ST, RM 36-M-1  
ST LOUIS MO 63101

RICHARDSON WILLIAM PAUL  
2812 C 3/4 RD  
GRAND JUNCTION CO 81501

RIVER CITY CONSULTANTS INC  
TRACY STATES  
215 PITKIN AVE STE 201  
GRAND JUNCTION CO 81501

ROICE-HURST HUMANE SOCIETY INC  
PO BOX 4040  
GRAND JUNCTION CO 81502

RUCKMAN KIMBERLE S  
601 20 RD  
GRAND JUNCTION CO 81507

SNIDER MARK  
SNIDER PATRICIA  
375 28 RD  
GRAND JUNCTION CO 81501

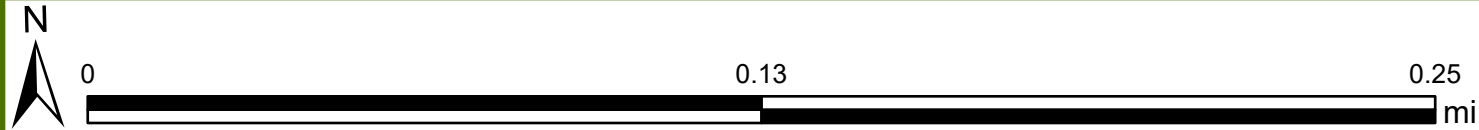


WHEELER DANIEL D  
WHEELER VIRGINIA  
2791 1/4 RIVERSIDE PKWY  
GRAND JUNCTION CO 81501

WINTERS LLC  
PO BOX 87  
MESA CO 81643

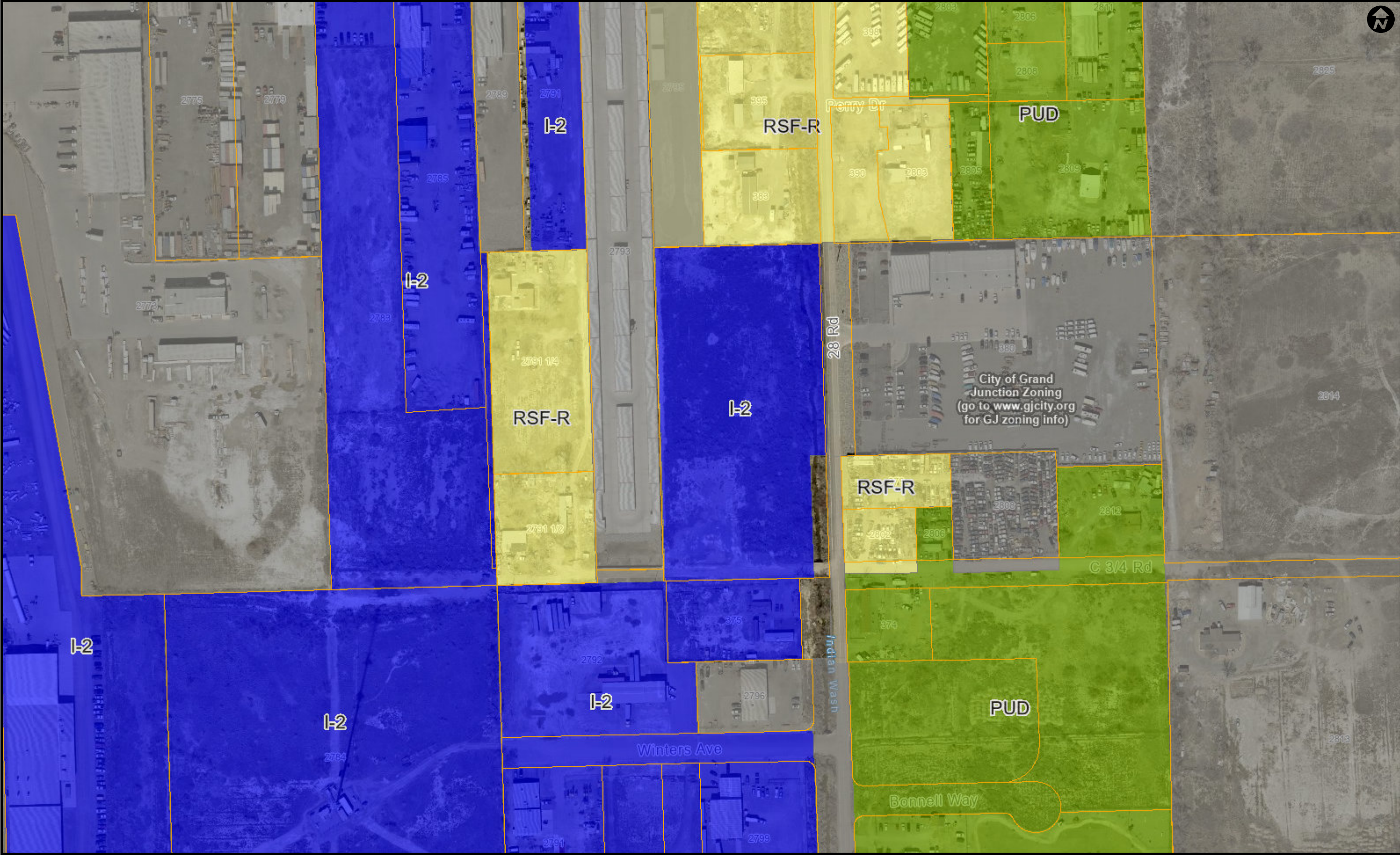


Location Map



Printed: 6/27/2024  
1 inch equals 0 miles  
Scale: 1:2,257

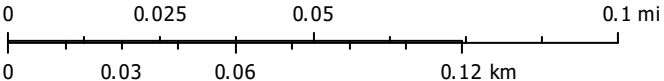




The Geographic Information System (GIS) and its components are designed as a source of reference for answering inquiries, for planning and for modeling. GIS is not intended or does not replace legal description information in the chain of title and other information contained in official government records such as the County Clerk and Recorder's office or the courts. In addition, the representations of location in this GIS cannot be substitute for actual legal surveys. The information contained herein is believed accurate and suitable for the limited uses, and subject to the limitations set forth above. Mesa County makes no warranty as to the accuracy or suitability of any information contained herein. Users assume all risk and responsibility for any and all damages, including consequential damages, which may flow from the user's use of this information.

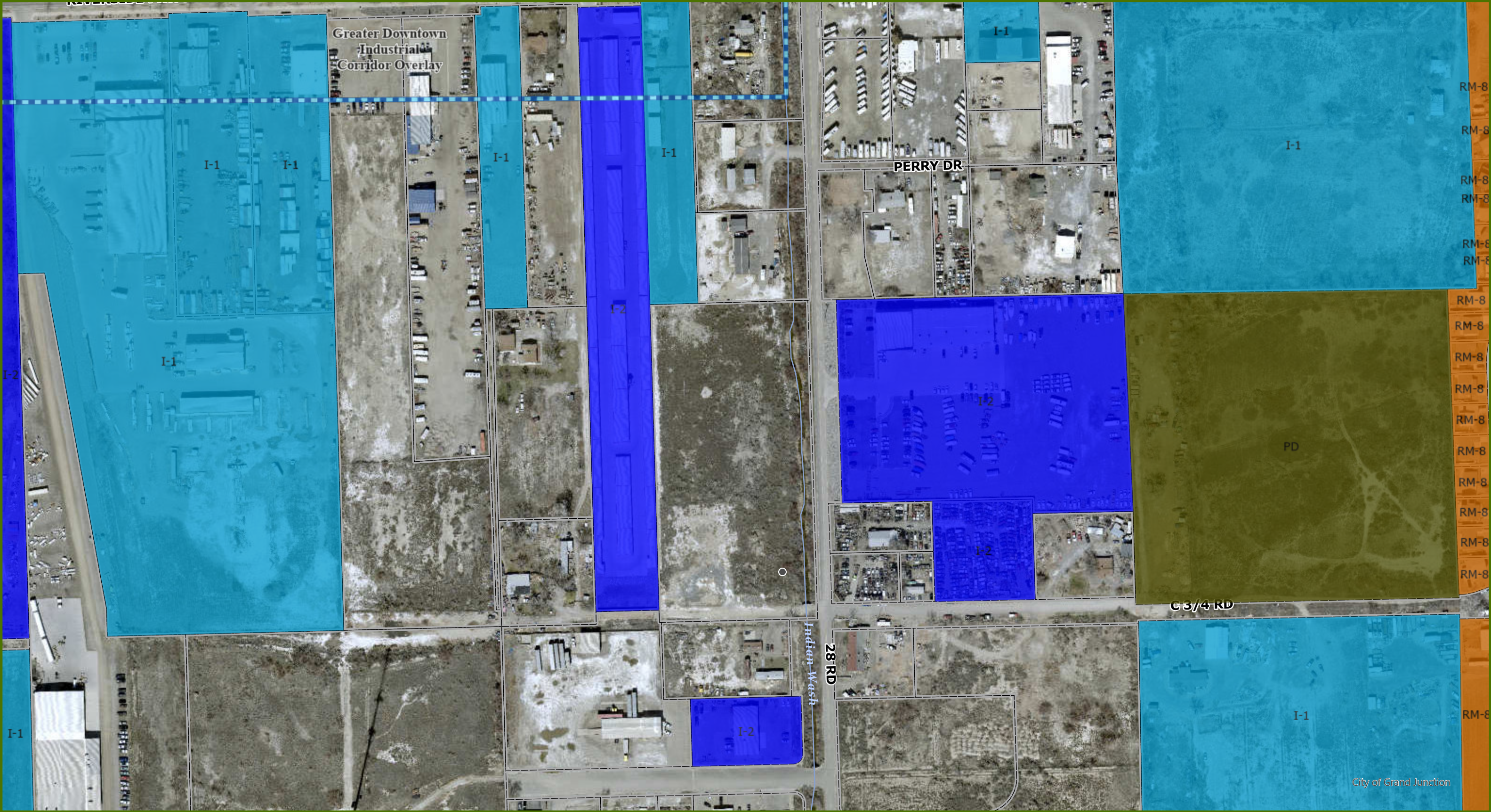
# County Zoning Map

Print Date: June 27, 2024  
Packet Page 32





Existing City Zoning



Printed: 6/27/2024  
1 inch equals 0 miles  
Scale: 1:2,257



Comprehensive Plan 2020



Printed: 6/27/2024  
1 inch equals 0 miles  
Scale: 1:2,257



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING WENDI GECHTER IRA ANNEXATION TO I-1 (LIGHT INDUSTRIAL) ZONE DISTRICT**

**LOCATED AT 377 28 ROAD  
APPROXIMATELY 5.58 ACRES**

**Recitals:**

The property owner has petitioned to annex their 5.58 acres into the City limits. The annexation is referred to as the “Wendi Gechter IRA Annexation”.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the Wendi Gechter IRA Annexation consisting of 5.58 acres from County I-2 (General Industrial District) to I-1 (Light Industrial) finding that both the I-1 zone district conforms with the designation of Industrial as shown on the Land Use Map of the Comprehensive Plan and conforms with its designated zone with the Comprehensive Plan’s goals and policies and is generally compatible with land uses located in the surrounding area.

After notice and public hearing, the Grand Junction City Council finds that the I-1 (Light Industrial) zone district, is in conformance with at least one of the stated criteria of Section 21.02.050(m) 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:**

**ZONING FOR THE WENDI GECHTER IRA ANNEXATION**

The following parcels in the City of Grand Junction, County of Mesa, State of Colorado are hereby zoned I-1 as follows:

**WENDI GECHTER IRA ANNEXATION  
Perimeter Boundary Legal Description  
EXHIBIT A**

**Wendi Gechter IRA Annexation Legal Description**

A parcel of land being a part of the NE1/4NE1/4 of Section 24, Township 1 South, Range 1 West and Government Lot 1 of Section 19, Township 1 South, Range 1 East,



Ute Meridian, County of Mesa, State of Colorado, more particularly described as follows:

Beginning at the N1/16 corner between said Sections 19 and 24, whence the NE corner of said Section 24 bears N00°13'41"W 1324.85 feet, said east line of the NE1/4NE1/4 of Section 24 being the basis of bearings, running thence along the south line of said NE1/4NE1/4 of Section 24 N89°53'01"W 328.88 feet to the southeast corner of the Carter-Page Annexation, thence along the east line of said Carter-Page Annexation N00°10'38"W 662.13 feet to the southwest corner of Roy's RV Annexation, thence along the south line of said Roy's RV Annexation and said south line extended S89°56'05"E 328.30 feet to the east line of the NE1/4NE1/4 of Section 24, thence S89°46'28"W 59.0 feet to the northwest corner of the Western Slope Warehouse Annexation No. 3, thence along said Western Slope Warehouse Annexation No. 3 the following five (5) courses: (1) S00°13'41"E 422.40 feet; (2) thence S89°46'19"W 57.00 feet; (3) thence S00°13'41"E 85.35 feet; (4) thence S89°46'19"W 1.00 feet; (5) thence S00°13'41"E 154.68 feet to the south line of Government Lot 1 of Section 19; thence along said south line N89°38'04"W 1.00 feet to the N1/16 corner between Sections 19 and 24 and the Point of Beginning.

Said parcel of land containing 242,861 square feet or 5.58 acres, more or less.

**INTRODUCED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025 and ordered published in pamphlet form.

**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025 and ordered published in pamphlet form.

\_\_\_\_\_  
[NAME]

President of the Council

ATTEST:

\_\_\_\_\_  
Selestina Sandoval  
City Clerk





## Grand Junction City Council

### Regular Session

Item #3.a.

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**Meeting Date:** May 21, 2025

**Presented By:** Trenton Prall, Engineering & Transportation Director

**Department:** Engineering & Transportation

**Submitted By:** Trent Prall, Engineering and Transportation Director

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### **Information**

#### **SUBJECT:**

A Resolution for the Purchase and Sale Agreement for Four Canyons Parkway Right-of-Way with Public Service Company of Colorado (dba Xcel Energy)

#### **RECOMMENDATION:**

Staff recommends approval of the Resolution.

#### **EXECUTIVE SUMMARY:**

The Four Canyons Parkway Project (formerly known as the F 1/2 Parkway Project) is a key transportation expansion initiative aimed at improving connectivity and supporting regional growth. Public Service Company of Colorado (dba Xcel Energy) owns a 2.52 acre parcel of land along the proposed Phase 2 alignment of the corridor. This parcel is necessary for the construction of the road. This resolution authorizes the City Manager to sign the proposed Purchase and Sale Agreement along with a License Agreement that will enable the City to start construction later this summer rather than wait for the completion of the full acquisition process through Xcel's corporate structure.

#### **BACKGROUND OR DETAILED INFORMATION:**

The Four Canyons Parkway Project (formerly known as the F 1/2 Parkway Project) is a key transportation expansion initiative aimed at improving connectivity and supporting regional growth. Phase 1 of the project, which included the construction of the roundabout at 24 1/2 Road and Four Canyons Parkway, was completed in January 2025. This foundational work provided critical infrastructure to support the expanding to Phase 2 of the Parkway corridor. Phase 2A focuses on the relocation and construction of underground utilities necessary for future roadway improvements (Phase 2B), which is scheduled to be bid later this spring, pending final right-of-way being secured. Phase 2A will be completed in June.



Staff has been working on securing a 2.52-acre parcel of land from Public Service Company of Colorado (doing business as Xcel Energy) along the alignment of the proposed Four Canyons Parkway. This parcel is necessary for the construction of the road. It is the last remaining parcel (or interest) of over 50 acquisitions necessary for the project.

The City obtained an eminent domain appraisal report for the Property authored by John P Nisley, which determined that the reasonable market value and just compensation for the property is \$301,850.00.

The license agreement authorizes the City to begin construction prior to the final contract execution and transfer of the property.

**FISCAL IMPACT:**

Funding for the project is included in the City's 2025 Capital Improvement Budget in the Transportation Capacity Fund.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 25-25, a resolution authorizing the City Manager to sign a Purchase and Sale Agreement and License Agreement with Public Service Company of Colorado (dba Xcel Energy) for the acquisition of property identified by Mesa County Tax Assessor Parcel Number 2945-041-00-164 necessary for the construction of the Four Canyons Parkway in Grand Junction.

**Attachments**

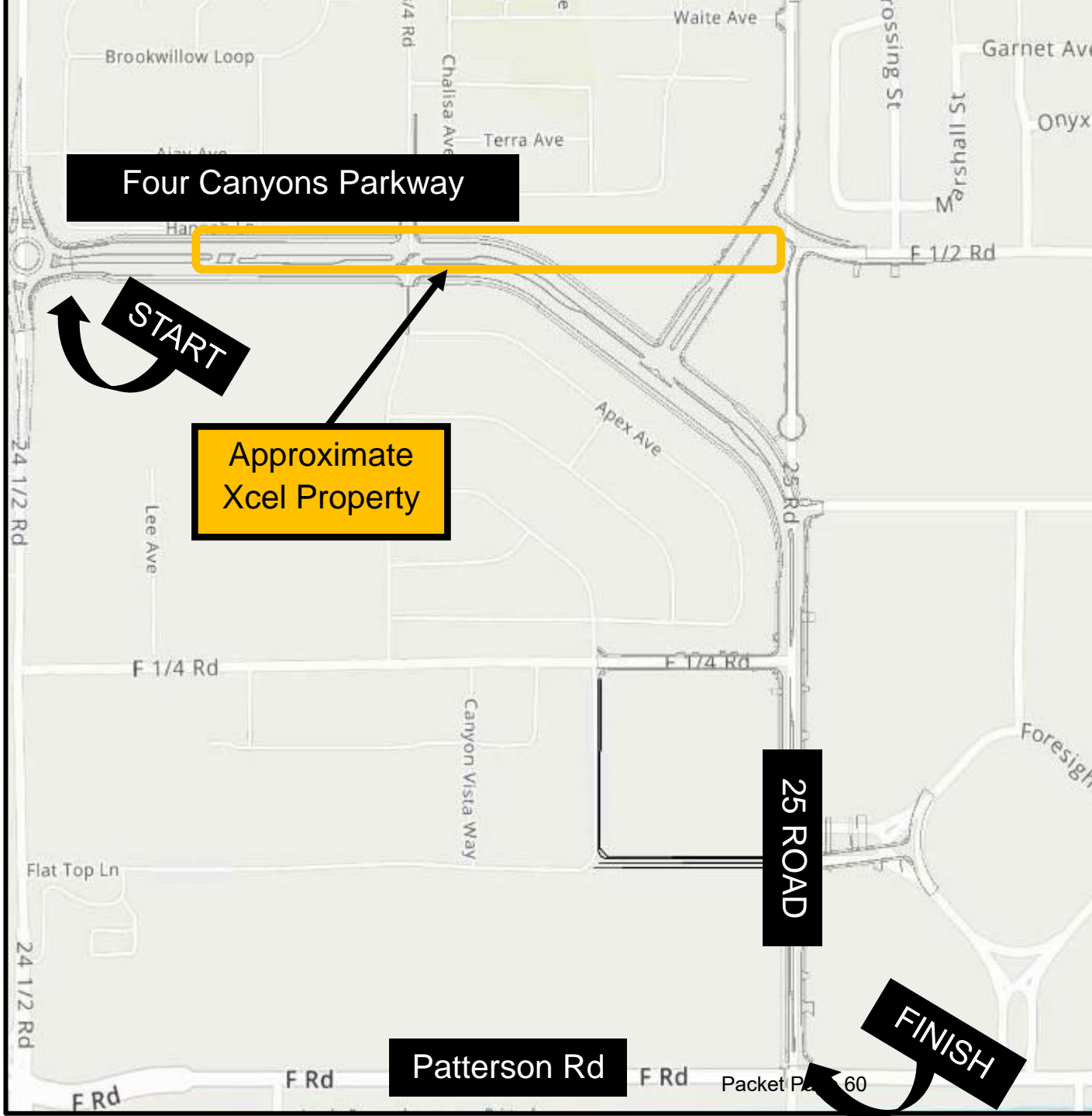
1. VicinityMap\_FourCanyons\_Xcel\_20250512
2. AGR-Xcel. PSA 20250516-accepted edits
3. RES-Four Canyons Pkwy PSA 20250513





# Four Canyons Parkway





## Four Canyons Parkway Phase 2

Xcel Property  
Approximate Location





# Four Canyons Parkway Phase 2

Xcel Property

Parcel 2945-041-00-164



## PURCHASE AND SALE AGREEMENT

(Sale in Lieu of Condemnation)

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is made as of the Effective Date, as defined below, by and between **PUBLIC SERVICE COMPANY OF COLORADO**, a Colorado corporation (“Seller”) whose address is CO1453-03-MCA, 3500 Blake Street, Denver, Colorado 80205, Attn: Senior Manager, Siting and Land Rights, and the City of Grand Junction, a Colorado Home Rule municipality under the laws of the State of Colorado (“Purchaser”) whose address is 250 N. 5<sup>th</sup> Street, Grand Junction, CO 81501. Collectively the Seller and the Purchaser may be referred to as the Parties.

### RECITALS

A. Pursuant to Article 6 of Title 38, Colorado Revised Statutes (C.R.S.), Purchaser has the power of eminent domain (otherwise referred to as Condemnation Power) to acquire private property for public purposes. Purchaser has determined that acquisition and development of the Property is necessary and is in the public interest and necessary for public use. In lieu of requiring Purchaser to exercise its Condemnation Power to acquire the Property, Seller hereby agrees to sell the Property to Purchaser and Purchaser agrees to acquire the Property pursuant to the terms and conditions set forth in this Agreement. The Property conveyed herein is being acquired by Purchaser and shall be used by Purchaser for a public purpose, to wit the Four Canyons/F ½ Parkway project.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser agree as follows:

#### Article 1. Definitions.

As used in this Agreement, the following terms have the meanings set forth below:

1.1 Agreement. This Agreement, including the following exhibits attached hereto and hereby made a part hereof:

Exhibit A: Property Description  
Exhibit B: Form of Quitclaim Deed In Lieu of Condemnation  
Exhibit C: License Agreement

1.2 Closing. The transfer of title to the Property to Purchaser, the payment to Seller of the Purchase Price, and the performance by each party of the other obligations on its part then to be performed, all of which shall be deemed to occur concurrently in accordance with Article 4.



1.3 Closing Date. The Closing shall occur at the offices of Title Company on such date and at such time as the Seller and Purchaser agree after the end of the Feasibility Period, or absent agreement by the Parties, thirty (30) days after the later of (i) the end of the Feasibility Period, or (ii) the satisfaction of all Seller's Preconditions to Closing.

1.4 Effective Date. The earliest date by which each party has executed and delivered to the other a counterpart of this Agreement as indicated by the dates shown on the parties' respective signature pages.

1.5 Environmental Law. Any federal, state, or local laws (including common laws), statutes, regulations, ordinances, codes, orders, or decrees issued or promulgated by any governmental authority relating to the prevention of pollution, preservation and restoration of environmental quality, protection of human health, the environment and natural resources (including air, surface water, groundwater or land), or the release, use, generation, handling, storage, treatment, transportation, or disposal of Hazardous Substances, including, without limitation, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.) the Hazardous Material Transportation Act, (49 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), and the Clean Air Act, (42 U.S.C. § 7401, et seq.), and applicable state counterparts, and their implementing regulations, all as amended.

1.6 Feasibility Period. The time period commencing on the Effective Date and ending ninety (90) days after the Effective Date, unless modified by mutual agreement of the Parties.

1.7 Hazardous Substances. Any pollutants, contaminants, toxic or hazardous or extremely hazardous substances, materials, wastes, constituents, compounds, chemicals, or other materials that are listed in, regulated by, or may form the basis of any liability under, any Environmental Law.

1.8 Indenture. The indenture document(s) identified in Article 7.

1.9 Indenture Release. The document by which Seller obtains the release of the Property from the lien of the Indenture as set forth in Article 7.

1.10 Liability or Liabilities. Any and all, direct or indirect, demands, claims, notices of violations, notices of probable violations, filings, investigations, administrative proceedings, actions, causes of action, suits, other legal proceedings, judgments, assessments, damages, deficiencies, taxes, penalties, fines, obligations, responsibilities, liabilities, payments, charges, losses, costs, and expenses of any kind or character (whether known or unknown, fixed or unfixed, conditional or unconditional, based on negligence, strict liability, or otherwise, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent, or other legal theory), including, any legal or other costs and expenses incurred in connection with investigating or defending any of the foregoing, and all amounts paid in settlement of any of the foregoing.

1.11 [Intentionally Omitted]

1.12 Property. The real property legally described on Exhibit A attached hereto, except for the "Reserved Interests" as defined below and subject to the express terms and conditions set forth in this



Agreement. Exhibit A is subject to revision and/or replacement upon completion of the Survey, if any, and approval of the revised legal description by Seller and Purchaser.

1.13 Purchase Price. The Purchase Price shall be the total amount to be paid by the Purchaser for the Property as specified in the Article entitled "Purchase Price."

1.14 Reserved Interests. As defined in Article 8.

1.15 Survey. The survey of the Property, if any, obtained by Purchaser pursuant to Section 5.2.

1.16 Title Commitment. The title insurance commitment, if any, obtained by Purchaser with respect to the Property pursuant to Section 5.3.

1.17 Title Company. Fidelity National Title, 8055 East Tufts Avenue, Suite 900, Denver, Colorado 80237.

1.18 Title Policy. An ALTA Owner's Policy of Title Insurance issued pursuant to the Title Commitment, if any.

Article 2.  
Purchase and Sale.

Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, upon and subject to the terms and conditions hereinafter set forth, the Property.

Article 3.  
Purchase Offer/Purchase Price.

The Parties acknowledge that Purchaser obtained an eminent domain appraisal report for the Property authored by John P Nisley, which determined that the reasonable market value and just compensation for the Property is Three Hundred One Thousand Eight Hundred Fifty Dollars And 00/100 (\$301,850.00) ( "Purchaser Offer").

Seller shall obtain a Real Property Appraisal Report from an appraiser of its choosing ( "Seller Appraisal"), the cost of which shall be paid by Purchaser upon demand, in an amount not to exceed Seven Thousand Five Hundred Dollars And 00/100 (\$7,500) **[Amount to be confirmed by Appraiser]**. Seller shall order the Seller Appraisal within fourteen (14) days after the Effective Date. Seller shall provide Purchaser with a copy of the Seller Appraisal within ten (10) days after Seller's receipt of the Seller Appraisal. If the Seller Appraisal determines that the reasonable market value and compensation for the Property is equal to or less than Three Hundred Thirty-Two Thousand Thirty Five Dollars And 00/100 (\$332,035.00) (i.e. not more than ten percent 10% higher than the Purchaser Offer), then the Purchase Price shall be the Purchaser Offer.

If the Seller Appraisal determines that the reasonable market value and compensation for the Property is more than Three Hundred Thirty-Two Thousand Thirty Five Dollars And 00/100 (\$332,035.00) (i.e. more than ten percent 10% higher than the Purchaser Offer), Purchaser shall have the



option, by written notice to Seller within fourteen (14) days after Purchaser's receipt of the Seller Appraisal, to either: (i) set the Purchase Price as the amount of the Seller Appraisal; (ii) set the Purchase Price to any amount mutually agreed to by Purchaser and Seller, or (ii) terminate this Agreement. Once determined pursuant to the provisions above, the Purchase Price shall be paid by Purchaser in immediately available funds at Closing.

Article 4.  
Preconditions to Closing and Closing.

4.1 Purchaser's Preconditions to Closing. Purchaser acknowledges and agrees it is undertaking the expense and obligations related to this Agreement, and its inspection of the Property, at its own risk and that Seller's and Purchaser's Preconditions to Closing may not be satisfied. In addition to other preconditions set forth in this Agreement, preconditions to Purchaser agreeing to close, unless otherwise waived by the Purchaser, are:

(a) The Indenture Release has been executed or will be executed and delivered to the Title Company for recording as part of Closing.

(b) Possession of the Property will transfer to Purchaser as provided in Section 4.7.

(c) The PUC Approval Condition described in Section 4.2(c), if applicable, has been or will be satisfied at or prior to Closing.

4.2 Seller's Preconditions to Closing. A precondition to Seller agreeing to close is that Purchaser agrees that all real property interests are transferred subject to this Agreement and the following:

(a) All real property shall be transferred "as-is, where-is, and with faults," and such disclaimer language may be included in any quitclaim deed.

(b) All real property shall be transferred subject to the Reserved Interests as set forth in the Quitclaim Deed attached hereto as Exhibit B and incorporated herein.

(c) Purchaser understands and agrees that Seller's sale of the Property may be contingent upon approval ("PUC Approval Condition") by the Colorado Public Utilities Commission ("CPUC"). For the purpose of this Agreement, the PUC Approval Condition will not be deemed satisfied until (i) the CPUC has issued its decision approving the sale of the Property and all time periods for appeal of such decision (including administrative, judicial or otherwise) have expired without contest, or (ii) Seller has notified Purchaser that Seller has determined, after consultation with CPUC staff, that formal action by the CPUC is not required. Purchaser is undertaking the expense and obligations related to this Agreement, and its inspection of the Property, at its own risk that the PUC Approval Condition may not be satisfied or waived. In the event that the PUC Approval Condition has not been satisfied on or before December 19, 2025, either Party may terminate this Agreement by written notice to the other.



(d) Seller's obligation to close the transaction described in this Agreement shall be subject to Seller's obtaining the Indenture Release. Seller shall begin the process to request the Indenture Release within ten (10) days after the Effective Date.

(e) All environmental liabilities and obligations of the Parties with respect to the Property shall be as provided in Article 6.

4.3 Seller's Closing Deliveries. At Closing, subject to payment by Purchaser of the Purchase Price and performance of Purchaser's other obligations under this Agreement, Seller shall execute, acknowledge, and deliver to Purchaser the following, each dated as of the Closing Date:

(a) A fully executed Quitclaim Deed conveying to Purchaser the Property, subject only to Reserved Interests ("Deed") substantially in the form attached hereto as Exhibit B and incorporated herein.

(b) An affidavit of Seller regarding liens, judgments, tax liens, bankruptcies, parties in possession, mechanics' or material suppliers' liens and other matters affecting title to the Property in customary form as may be reasonably required by Title Company to delete the so-called "standard exceptions" (1-4) from the Title Policy. Such affidavit shall not include any representations, warranties or indemnities not expressly provided by Seller herein.

(c) All reasonable and customary documents and instruments which (i) Purchaser or Title Company may reasonably determine are necessary to transfer the Property to Purchaser subject only to the Reserved Interests, (ii) Purchaser or Title Company may reasonably determine are necessary to evidence the authority of Seller to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant to this Agreement, (iii) Title Company may require as a condition to issuing the Title Policy, or (iv) may be required of Seller under applicable law, including but not limited to a FIRPTA Certificate indicating that Seller is not a "foreign person" as defined in Internal Revenue Code Section 1445(f)(3).

(d) A settlement statement consistent with this Agreement, if requested by either party in writing.

(e) Evidence of the executed Indenture Release ready for recording with the Deed.

4.4 Purchaser's Closing Deliveries. At Closing, subject to delivery by Seller of the fully executed Deed and Indenture Release and performance of Seller's other obligations under this Agreement, Purchaser shall cause the following to be delivered to Seller:

(a) The Purchase Price shall be payable by Purchaser by electronic funds transfer of immediately available funds on the Closing Date.

(b) All normal and customary documents and instruments, each executed and acknowledged (where appropriate) by Purchaser, which (i) Seller or Title Company may reasonably determine are necessary to evidence the authority of Purchaser to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Purchaser pursuant to this Agreement, or (ii) may be required of Purchaser under applicable law.



(c) A settlement statement consistent with this Agreement executed by Purchaser, if requested by either party in writing.

4.5 Closing Escrow. The sale and purchase of the Property shall be closed through an escrow with Title Company. Purchaser and Seller shall deposit with the Title Company their respective Closing deliveries described in Sections 4.3 and 4.4, with appropriate instructions for recording and disbursement consistent with this Agreement. If the preconditions to Closing have not been met by December 19, 2025 and such failure is not the result of a default by either party, this Agreement shall terminate, and all items held in the Closing escrow shall be returned to the applicable party and this Agreement shall be null and void and of no further force or effect. If the preconditions to Closing are not met by December 19, 2025 as the result of a failure of performance by either party, then the rights of the Parties under this Agreement shall be governed by Article 11 hereof.

4.6 Closing Adjustments. The following adjustments shall be made at Closing:

(a) Seller represents that it is unit assessed and that real property taxes for the Property cannot be prorated. Seller shall pay when due all real property taxes for the Property imposed for the period up to and including the date of Closing, and Purchaser is tax exempt and shall not be responsible for any real property taxes on the Property imposed after Closing. In the event Purchaser receives a tax bill for the Property for some or all taxes due from Seller pursuant to this Agreement, Seller shall remit the full amount of taxes due to Purchaser within twenty (20) days following its receipt of the tax bill. In the event Seller receives a tax bill for the Property for some or all taxes due from Purchaser pursuant to this Agreement, Purchaser shall remit the full amount of taxes due to Seller within twenty (20) days following its receipt of the tax bill.

(b) Seller shall pay in full all special assessments that are due and payable prior to the Closing. Any other special assessments (and charges in the nature of or in lieu of such assessments) levied, pending or constituting a lien with respect to any of the Property shall be prorated as of the Closing Date, with Seller paying those allocable to the period prior to the Closing Date and Purchaser being responsible for those allocable subsequent thereto.

(c) Purchaser shall pay the documentary fee required in connection with the recording of the Deed.

(d) Purchaser will pay the cost of recording the Deed.

(e) If Purchaser elects to obtain a Title Policy, Purchaser will pay the premium for the Title Policy. Purchaser will also pay the cost of any lender's title insurance policy, any charge for the deletion of exceptions, and any charge for endorsements desired by Purchaser or required by its lender.

(f) Purchaser shall pay 100% of any escrow fee, search fee and/or Closing fee payable to Title Company with respect to the transaction contemplated by this Agreement.

(g) Seller and Purchaser shall each pay its own attorneys' fees incurred in connection with this transaction.



4.7 Possession. Seller shall deliver possession of the Property to Purchaser on the Closing Date, subject to the Permitted Exceptions and the Reserved Interests.

Article 5.  
Feasibility Period.

5.1 Access to Property. During the Feasibility Period, subject to execution and delivery of, and compliance with the terms and conditions of, the License Agreement in the form attached hereto as Exhibit C and provisions of this Article 5, Purchaser, through its employees, agents, consultants and contractors, shall have the right to enter upon and use the Property. Purchaser shall deliver copies of any reports generated within five (5) business days after receiving them, but in any event not later than five (5) business days prior to the last day of the Feasibility Period, if Purchaser has received the reports or results by that date.

5.2 Optional Survey. During the Feasibility Period, Purchaser may, at its sole cost and expense, obtain a survey of the Property prepared and certified by a registered land surveyor licensed in Colorado.

5.3 Optional Title Commitment. At any point during the Feasibility Period, Purchaser may, at its sole cost and expense, obtain a title commitment for the Property. If Purchaser obtains a title commitment, Purchaser shall provide a copy of the title commitment to Seller within five (5) business days after receipt thereof. Purchaser shall take the Property subject to all matters identified on any title commitment for the Property as of Closing, except as otherwise contemplated herein, including the release by Seller by Closing of the Indenture and any other monetary liens not caused by Purchaser.

Article 6.  
As-Is Condition of Property and Release.

6.1 Condition of Property.

**(a) Purchaser recognizes that there are risks associated with buying real estate and agrees to make its own investigation concerning the Property and rely on such findings without any representation or warranty from Seller or any real estate broker or other agent representing or purporting to represent Seller. The Property is sold by Seller and acquired by Purchaser “as-is, where-is, with all faults” with no right of set-off or reduction in the purchase price, and except as explicitly set forth in this agreement, the Property is being conveyed by Seller to Purchaser without representation, covenant or warranty of any kind, express or implied, either oral or written, statutory, common law or otherwise, made by Seller or any agent or representative of Seller with respect to the physical or structural condition of the Property, or with respect to the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other body. Purchaser acknowledges and agrees that Seller has not made and does not make, and Purchaser hereby waives and releases any claim against Seller arising out of, any representations, warranties or covenants of any kind or character whatsoever,**



**whether express or implied, with respect to warranty of condition, safety, income potential, operating expenses, uses, habitability, tenantability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Seller hereby expressly disclaims.**

**(b) Except for Seller's express representations and warranties contained in this agreement or in any other document executed in connection with the transaction, Seller has not and will not make any representation or warranty regarding any matter or circumstance relating to Environmental Law, the release of Hazardous Substances in, on or under the Property, or the protection of human health, safety, natural resources or the environment, or any other environmental condition of the Property, and nothing in this agreement or otherwise shall be construed as such a representation or warranty. Subject to any express representation or warranty made by Seller in this agreement, Purchaser shall be deemed to be taking the assets "as is" and "where is" with all faults for purposes of the environmental condition, and Purchaser is relying entirely upon information and knowledge obtained from its own investigation, experience, or personal inspection of the Property.**

**(c) Purchaser expressly assumes at Closing all environmental and other risks and liabilities with respect to the Property, including but not limited to any liability of any kind arising in any way from the presence or historic operations on the Property and any remaining environmental conditions that could potentially impact the soil or groundwater, or air at, under or above the Property) whether such liability is imposed by statute or derived from common law, including but not limited to liabilities arising from Environmental Law.**

6.2 Release. From and after Closing, Purchaser, to the extent authorized by law, agrees to hold harmless, waive, release and forever discharge Seller, its parent, affiliates, subsidiaries, officers, directors, employees, shareholders, contractors, successors, agents, insurers, and representatives from all Liabilities, whether known or unknown, to the extent caused by or arising out of or resulting from the environmental condition of the Property or arising under any Environmental Law, whether such Liabilities are imposed by statute, or derived from common law, and all other comparable federal, state or local environmental, conservation or protection laws, rules or regulations relating to Hazardous Substances on, under, or originating from the real property or interest being conveyed. Purchaser hereby further releases and discharges Seller from any and all rights which Purchaser may have to assert Liabilities against Seller in connection with or arising out of the environmental condition of the Property as of the Closing Date. All provision of this Article 6 shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing.



Article 7.  
Indenture Release.

As of the Effective Date of this Agreement, Purchaser acknowledges that the Property is subject to the Seller's Indenture to Morgan Guaranty Trust Company of New York dated as of October 1, 1993 and recorded on October \_\_, 1993 in the Office of the Clerk and Recorder of \_\_\_\_\_ County, Colorado, in Book \_\_\_\_\_ at Page \_\_\_\_\_ (Reception No. \_\_\_\_\_), as modified and supplemented of record from time to time ( "Indenture"). Seller acknowledges and affirms that Purchaser's obligation to close the transaction described in this Agreement is conditioned upon Seller's obtaining a release ("Indenture Release") of the Property from the Indenture in recordable form. Seller shall apply for the Indenture Release following the Effective Date of this Agreement. In the event Seller does not obtain the Indenture Release, for any reason, before December 19, 2025, Purchaser may elect, at its discretion, to terminate this Agreement, and the Agreement shall be null and void and of no further force or effect, and all parties shall be relieved of all liabilities and obligations hereunder. In the event Seller obtains the Indenture Release in accordance with the foregoing, then the contingency herein shall be deemed satisfied.

Article 8.  
Reserved Interests.

The Deed delivered at Closing shall reserve to Seller easements for the maintenance of, and access to, utility improvements which are now, or may hereafter be, located on the Property owned by Seller as set forth in the Deed ( "Reserved Interests"). Nothing in this Agreement shall require Seller to abandon or in any manner forfeit its Reserved Interests in the future without just compensation, or to pay for any future relocation or modification of the Facilities (as defined in the deed) to accommodate development of the Property or adjacent property. In the event Purchaser sells, assigns, conveys or in any manner transfers the Property, such transfer shall be subject to the Reserved Interests. It is understood and agreed that if Purchaser or its successors or assigns requests the relocation or modification of any of the Facilities located on the Property, such relocation or modification shall be at the expense of Purchaser or its successors or assigns and not Seller. In the event of a relocation, Seller may require a replacement easement on terms substantially equivalent to the Reserved Interests.

**Commented [JS1]:** Deed reviewed/import of the Reserved Interests vis a vis Project to be reviewed/confirmed by others

**Commented [JS2]:** What is this? "Adjacency" should be defined

Article 9.  
Condemnation.

If prior to Closing eminent domain proceedings are commenced or threatened against any material portion of the Property, Seller shall immediately give notice thereof to Purchaser, and Purchaser at its option (to be exercised within fifteen (15) days after Seller's notice) may either (a) terminate this Agreement, in which event the Agreement shall be null and void and of no further force or effect, and the Parties shall be relieved of all liabilities and obligations hereunder, or (b) proceed to Closing and receive at Closing either a credit against the Purchase Price in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding. Prior to Closing, Seller shall not designate counsel, appear in, or otherwise act with respect to any eminent domain proceedings, or commence any repair or restoration resulting therefrom, without the consent of Purchaser.



Article 10.  
Brokers.

The Parties represent that neither incurred or agreed to pay any brokerage commission or finder's fee in connection with this transaction. Each party agrees to indemnify and defend the other against and to hold the other harmless from any and all loss, cost, liability or expense (including but not limited to attorneys' fees and returned commissions) resulting from any claim for any brokerage commission or finder's fee by any person or entity based upon such acts or from payment of such real estate compensation to any person by the indemnifying party or by any entity affiliated with the indemnifying party. The obligations of this provision shall expressly survive Closing or earlier termination of this Agreement.

Article 11.  
Termination by Seller and Default.

11.1 Termination by Seller. Subject to Purchaser's right to terminate this Agreement as provided herein including, but not limited to termination pursuant to Article 5, Article 7, or Article 9, in the event Purchaser fails to perform its obligations pursuant to this Agreement, Seller shall be entitled to terminate this Agreement upon occurrence of an uncured default by Purchaser.

11.2 Default. In the case of any default by Purchaser which continues for a period of ten (10) days after Seller notifies Purchaser in writing of such event (except for a default consisting of Purchaser's failure or refusal to close, for which no notice will be required), Seller's exclusive remedies shall be termination of this Agreement. In the case of any default by Seller which continues for a period of ten (10) days after Purchaser notifies Seller in writing of such event (except for a default consisting of Seller's failure or refusal to close, for which no notice will be required), upon Purchaser's option, Purchaser may terminate this Agreement. Purchaser also shall have the right to seek specific performance of this Agreement, provided that any action therefor is commenced within six (6) months after such right arises. Purchaser and Seller expressly waive any right to recover damages from the other party.

Article 12.  
Assignability.

Purchaser shall not assign this Agreement or any of its rights or obligations hereunder to any other person or entity without the prior written approval of the Seller.

Article 13.  
Notices.

Any notice, consent, waiver, request or other communication required or provided to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or when mailed by certified or registered mail, return receipt requested, postage prepaid, or when dispatched by nationally recognized overnight delivery service, in any event, addressed to the party's address as follows:

To Seller:           Public Service Company of Colorado  
                          Attn: Jennifer Chester, Senior Manager, Siting and Land Rights



CO1453-03-MCA  
3500 Blake Street  
Denver, Colorado 80205

With a copy to: FisherBroyles, LLP  
Attn: Joseph DiRago  
6525 Gunpark Drive Suite 370  
PMB 260  
Boulder, Colorado 80301

If to Purchaser: Transportation and Engineering Director

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

With a copy to: City Attorney \_\_\_\_\_  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
\_\_\_\_\_  
\_\_\_\_\_

Any notice given in any other manner shall be effective only when the individual to whose attention the notice was to be directed actually becomes aware of the notice. Any party may change its address for notices or copies of notice by ten (10) days prior written notice to the other party, given as herein provided.

Article 14.  
Miscellaneous.

14.1 Entire Agreement; Right to Extend Performance; Modification. This Agreement embodies the entire agreement and understanding between Seller and Purchaser, and supersedes any prior oral or written agreements, relating to this transaction. This Agreement may not be amended, modified or supplemented except in writing executed by both Seller and Purchaser. No term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

14.2 No Merger. The terms of this Agreement shall survive and be enforceable after the Closing and shall not be merged therein.

14.3 Governing Law. This Agreement shall be construed under and governed by Colorado law.

14.4 Severability. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.



14.5 Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall not be interpreted in favor of or against either Seller or Purchaser merely because of their respective efforts in preparing it.

14.6 Captions, Gender, Number and Language of Inclusion. The article and section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement. As used in this Agreement, the singular shall include the plural and vice versa, the masculine, feminine and neuter adjectives shall include one another, and the following words and phrases shall have the following meanings: (i) “including” shall mean “including but not limited to”, (ii) “terms” shall mean “terms, provisions, duties, covenants, conditions, representations, warranties and indemnities”, (iii) “any of the Property” shall mean “the Property or any part thereof or interest therein”, as the case may be, (iv) “rights” shall mean “rights, duties and obligations”, (v) “liabilities” shall mean “liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including reasonable attorneys’ fees”, (vi) “incurred by” shall mean “imposed upon or suffered or incurred or paid by or asserted against”, (vii) “applicable law” shall mean “all applicable Federal, state, county, municipal, local or other laws, statutes, codes, ordinances, rules and regulations”, (viii) “about the Property” shall mean “in , on, under or about the Property”, (ix) “operation” shall mean “use, non-use, possession, occupancy, condition, operation, maintenance or management”, and (x) “this transaction” shall mean “the purchase, sale and related transactions contemplated by this Agreement.”

14.7 Binding Effect. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of Seller and Purchaser.

14.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

14.9 Recording. Neither party shall record this Agreement.

14.10 Conflict of Interest by Public Official. Seller represents that to its actual knowledge, no officer or employee of Purchaser is either directly or indirectly a party to or in any manner interested in the subject matter of this Agreement, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

14.11 No Personal Liability. No board member, director, officer, agent or employee of either Purchaser or Seller shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

14.12 Approval. This Agreement, and each and every one of its provisions and terms, is expressly subject to, and shall not be or become effective or binding on Purchaser or the Seller until approved by the Purchaser’s City Council, if required, and until the sale of the Property is approved by the Public Utilities Commission of Colorado, if required.

14.13 Electronic Signatures and Electronic Records. Each party consents to the use of electronic signatures on this Agreement and any document executed in connection with this Agreement, other than



the deed to be delivered by Seller at Closing. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

14.14 Nondiscrimination. In connection with the performance of work under this Agreement, Seller agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status or physical and mental disability; and the Seller further agrees to insert the foregoing provision in all subcontracts hereunder.

14.15 Payment of Seller's Costs and Expenses. Regardless of whether a Closing occurs, Purchaser shall pay Seller, within thirty (30) days after receipt of invoice, all of Seller's out of pocket costs and expenses related to this Agreement and the exhibits hereto, including, but not limited to, outside legal counsel fees, survey costs, and appraisal fees. This provision shall survive termination or expiration of this Agreement.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the dates set forth in their respective acknowledgments below.

PURCHASER:

THE CITY OF GRAND JUNCTION, COLORADO, a  
Colorado Home Rule Municipality under the  
Colorado Constitution, the City Charter and  
Colorado law

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_ as \_\_\_\_\_ of The City of Grand Junction, a body corporate and politic  
under the laws of the State of Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Seller signature on next page]



SELLER:

PUBLIC SERVICE COMPANY OF COLORADO, a  
Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Senior Manager, Siting and Land Rights  
Xcel Energy Services, Inc., as  
Authorized Agent for Public Service Company of  
Colorado

STATE OF COLORADO    )  
                                  ) ss.  
City and County of Denver    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by  
Jennifer Chester as Senior Manager, Siting and Land Rights of Seller, Xcel Energy Services, Inc., as  
Authorized Agent for Public Service Company of Colorado, a Colorado corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



## EXHIBIT A

*[Legal Description of Property]*

A parcel of land lying in the S1/2SE1/4NE1/4 and the N1/2SE1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, described as follows:

Commencing at the E1/4 corner of Section 4;

WHENCE the center of Section bears North 89° 52' 54" West;

THENCE North 89° 50' 54" West 30.0 feet to the True Point of Beginning;

" North 89° 50' 54" West along the South Boundary of the Northeast Quarter 924.71 feet to a point;  
" South 82° 17' 43" West 367.27 feet;  
" North 89° 52' 54" West 991.43 feet;  
" North 0° 00' 38" West 50.0 feet to a point on the North Boundary Line of the Southeast Quarter of Section 4;  
" South 89° 52' 54" East along the North Boundary Line of the Southeast Quarter 988.14 feet;  
" North 82° 17' 43" East 403.95 feet;  
" North 89° 52' 42" East 641.50 feet to a point on the West Boundary Line of that tract of land described in Book 1076 at Page 318;  
" South 0° 26' 16" East along the West line of said tract 31.95 feet;  
" South 88° 39' 16" East along the South line of said tract 249.99 feet to a point on the West Right-of-Way Boundary of 25 Road;  
" South 0° 01' 44" West along the West Right-of-Way Boundary of 25 Road 17.71 feet to the True Point of Beginning.

*Being all of that property described in deed recorded at Reception No. 1591213 of the records of the Office of the Clerk and Recorder, Mesa County, Colorado.*



## **EXHIBIT B**

After recording, return to:  
City Clerk  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

### **QUITCLAIM DEED IN LIEU OF CONDEMNATION**

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation whose street address is 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (“Grantor”), for Ten Dollars (\$10.00) and other valuable consideration, in hand paid, hereby sells and quitclaims to The City of Grand Junction, a Colorado Home Rule Municipality under Colorado law (“Grantee”), whose address is 250 N. 5<sup>th</sup> Street, Grand Junction, CO 81501, the real property in Mesa County, Colorado, described in Exhibit 1 attached hereto and incorporated herein, with all its appurtenances (“Property”), but EXCEPTING AND RESERVING UNTO GRANTOR and its successors and assigns the easements, rights and interests in the Property (“Reserved Interests”) that are described on Exhibit 2 attached hereto and incorporated herein.

By accepting and recording this deed, Grantee further agrees with Grantor as follows:

(1) Pursuant to Article 6 of Title 38, C.R.S., Grantee has the power of eminent domain (otherwise referred to as condemnation power) to acquire private property for public purposes. Grantee has determined that acquisition and development of the Property is necessary and is in the public interest and necessary for public use. In lieu of requiring Grantee to exercise its condemnation power to acquire the Property, Grantor has agreed to convey the Property to Grantee and Grantee has agreed to acquire the Property, upon all of the terms, covenants and conditions of this Quitclaim Deed. Grantee hereby stipulates and agrees that the Property conveyed herein shall be used by Grantee for a public purpose and that all parcels created by this conveyance (including the Property and any larger parcel from which the Property is subdivided) are properly created and conform to all applicable laws, ordinances and regulations regarding the subdivision of property.

(2) The Property is sold by Grantor and acquired by Grantee “As-Is, Where- Is, With All Faults” with no right of set-off or reduction in the purchase price and without representation, covenant, or warranty of any kind, express or implied, either oral or written, statutory, common law or otherwise, made by Grantor or any agent or representative of Grantor with respect to the physical or structural condition of the Property or with respect to the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other body (except as provided in the last paragraph of this Section 2). Grantee acknowledges and agrees Grantor has not made and does not make, and Grantee waives and releases, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to warranty of condition, safety, income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular



purpose, all of which warranties Grantor hereby expressly disclaims. Further, Grantor has not made any representation or warranty regarding any matter or circumstance relating to Environmental Law, the release of Hazardous Substances in, on or under the property, or the protection of human health, safety, natural resources or the environment, or any other environmental condition of the property, and nothing in this deed or any related agreement shall be construed as such a representation or warranty, and Grantee shall be deemed to be taking the assets "as is" and "where is" with all faults for purposes of the environmental condition, and Grantee has relied entirely upon information and knowledge obtained from its own investigation, experience, or personal inspection of the Property.

(3) Grantee expressly assumes all environmental and other liabilities with respect to the property including but not limited to any liability of any kind arising in any way from the presence or historic operations on the property and any remaining environmental conditions that could potentially impact the soil or groundwater, soil gas at, under or above the property whether such liability is imposed by statute or derived from common law, including but not limited to liabilities arising from environmental law. Grantee, its successors, assigns, agents and representatives hereby agree to hold harmless, waive, release and forever discharge Grantor, its parent, affiliates, subsidiaries, officers, directors, employees shareholders, contractors, successors, agents insurers, and representatives from all Liabilities, whether known or unknown, to the extent caused by or arising out of or resulting from the environmental condition of the Property or arising under Environmental Laws whether such Liabilities are imposed by statute, or derived from common law, and all other comparable federal, state or local environmental, conservation or protection laws, rules or regulations relating to Hazardous Substances on, under, or originating from the real property or interest being conveyed following the date hereof. Grantee hereby further releases and discharges Grantor from any and all Liabilities which Grantee may have against Grantor in connection with or arising out of the environmental condition of the Property as of the date hereof.

(4) In this Deed the following capitalized terms have the following meanings:

Environmental Law. Any federal, state, or local laws (including common laws), statutes, regulations, ordinances, codes, orders, or decrees issued or promulgated by any governmental authority relating to the prevention of pollution, preservation and restoration of environmental quality, protection of human health, the environment and natural resources (including air, surface water, groundwater or land), or the release, use, generation, handling, storage, treatment, transportation, or disposal of Hazardous Substances, including, without limitation, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et. seq.) the Hazardous Material Transportation Act, (49 U.S.C. § 6901, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), and the Clean Air Act, (42 U.S.C. § 7401, et seq.), and applicable state counterparts, and their implementing regulations, all as amended.

Hazardous Substances. Any pollutants, contaminants, toxic or hazardous or extremely hazardous substances, materials, wastes, constituents, compounds, chemical ls,



or other materials that are listed in, regulated by, or may form the basis of any liability under, any Environmental Law.

Liability or Liabilities. Any and all, direct or indirect, demands, claims, notices of violations, notices of probable violations, filings, investigations, administrative proceedings, actions, causes of action, suits, other legal proceedings, judgments, assessments, damages, deficiencies, taxes, penalties, fines, obligations, responsibilities, liabilities, payments, charges, losses, costs, and expenses of any kind or character (whether known or unknown, fixed or unfixed, conditional or unconditional, based on negligence, strict liability, or otherwise, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent, or other legal theory), including, any legal or other costs and expenses incurred in connection with investigating or defending any of the foregoing, and all amounts paid in settlement of any of the foregoing.

Signed and delivered as of \_\_\_\_\_, 20\_\_.

PUBLIC SERVICE COMPANY OF  
COLORADO, a Colorado corporation

By \_\_\_\_\_  
Jennifer Chester  
Senior Manager, Siting and Land Rights  
Xcel Energy Services, Inc., as  
Authorized Agent for Public Service  
Company of Colorado

STATE OF COLORADO    )  
CITY AND                ) ss.  
COUNTY OF DENVER    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jennifer Chester as Senior Manager, Siting and Land Rights, Xcel Energy Services, Inc., as Authorized Agent of Public Service Company of Colorado, a Colorado corporation.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



**Exhibit 1 to Quitclaim Deed**  
(Property Legal Description)

A parcel of land lying in the S1/2SE1/4NE1/4 and the N1/2SE1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, described as follows:

Commencing at the E1/4 corner of Section 4;

WHENCE the center of Section bears North 89° 52' 54" West;

THENCE North 89° 50' 54" West 30.0 feet to the True Point of Beginning;

" North 89° 50' 54" West along the South Boundary of the Northeast Quarter 924.71 feet to a point;

" South 82° 17' 43" West 367.27 feet;

" North 89° 52' 54" West 991.43 feet;

" North 0° 00' 38" West 50.0 feet to a point on the North Boundary Line of the Southeast Quarter of Section 4;

" South 89° 52' 54" East along the North Boundary Line of the Southeast Quarter 988.14 feet;

" North 82° 17' 43" East 403.95 feet;

" North 89° 52' 42" East 641.50 feet to a point on the West Boundary Line of that tract of land described in Book 1076 at Page 318:

" South 0° 26' 16" East along the West line of said tract 31.95 feet;

" South 88° 39' 16" East along the South line of said tract 249.99 feet to a point on the West Right-of-Way Boundary of 25 Road;

" South 0° 01' 44" West along the West Right-of-Way Boundary of 25 Road 17.71 feet to the True Point of Beginning.

*Being all of that property described in deed recorded at Reception No. 1591213 of the records of the Office of the Clerk and Recorder, Mesa County, Colorado.*



**Exhibit 2 to Quitclaim Deed**  
(Reserved Interests)

Grantor (also referred to as “PSCo”) reserves to itself and its successors and assigns the following reserved interests. Collectively those are denominated and referred to as Reserved Interests or Grantor’s Reserved Interests:

1. A perpetual, non-exclusive easement for the transmission and distribution of electricity, for the transmission and distribution of natural gas and communication signals, and the repair, like kind replacement and maintenance of existing utility facilities, both overhead and underground, including poles, pipes and other supports of whatever materials; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively “Facilities”) on, over, under, and across the Property conveyed to Grantee pursuant to the Deed to which this exhibit is attached ( “Easement Area”).
2. All of Grantor’s right, title and interest in and to the existing Facilities and any future Facilities.
3. The right and authority in PSCo, its successors, licensees, lessees, contractors, or assigns, and its and their agents and employees to (1) enter at all times upon said Property to survey, mark and sign the Easement Area or the Facilities, construct, install, operate, repair, remove, replace with similar Facilities, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, and maintain the Facilities; (2) have full right and authority to cut, fell, remove, trim, or otherwise control (including without limitation by applying herbicides in accordance with applicable laws, rules and regulations), all trees, brush, and other growth which might interfere with or endanger the Facilities; (3) permit the joint use by others of rights of way and conduit for similar purposes and for such other uses as may be required by law; and (4) have reasonable access to, and ingress and egress for personnel, equipment and vehicles over and across said Property in connection with PSCo’s exercise of its rights associated with the Facilities.
4. The right to prohibit the erection, placement or presence of buildings, structures, signs, wells and other objects by Grantee, or by anyone claiming under Grantee, without the prior written consent of Grantor, including trees, shrubs and fences that will or may be an unreasonable interference with Grantor’s Reserved Interests. Grantee, for itself and its successors and assigns, agrees it will not perform any act within the Easement Area that may unreasonably interfere with or endanger the Facilities and further agrees that its use of the Property shall be consistent with the Reserved Interests. It is understood and agreed that if Grantee requests the relocation or modification of any of the Facilities located within the Easement Area, such relocation or modification shall be at the expense of Grantee.



XCEL ENERGY/PUBLIC SERVICE COMPANY OF COLORADO HIGH  
VOLTAGE ELECTRIC TRANSMISSIONLINE CLEARANCE  
REQUIREMENTS  
FOR YOUR SAFETY

When working near or under a high voltage electric transmission line, it must be assumed the transmission line is energized, and any workers may not be closer than twenty feet (20') in any direction to the energized transmission lines or conductors. The Xcel Energy/Public Service Company of Colorado Electric Transmission Line Operations Department must be contacted at 303- 883-0089 or 303-638-4085 a minimum of 31 days in advance to arrange for a Patrolman to be on site during any construction work within an electric transmission line right-of-way. Safety provisions will allow for operations in accordance with Occupational Safety and Health Act requirements.

When determined to be necessary, the Electric Transmission Line Patrolman will arrange for an outage of the electric lines. Any outage is a day-to-day situation, with the Patrolman on the job site at all times. When the Patrolman has arranged for an outage, any workers must be no closer than three feet (3') in any direction from the de-energized lines or conductors. There is a fee charged when an electrical clearance is required, or the patrolman is on site for more than four hours.

Under NO circumstances may work be started within twenty feet (20') in any direction of the transmission lines or conductors without clearance from the Patrolman. It is the responsibility of the party in charge of the work or contractor to notify the Patrolman whenever starting and ending the work.

When an encroachment of any electric transmission line right-of-way is proposed, it is necessary to request a review of all details to ensure compliance with the National Electric Safety Code. Approved encroachments shall be documented with a fully executed License Agreement.

PLAN AHEAD AND FOLLOW THESE INSTRUCTIONS – IT COULD SAVE A LIFE



### EXHIBIT C

Licensee:  
Investigation #:  
Line No.  
Plat No.

File With Document #:  
Agent:  
Engineer:  
Section Twp Rge

#### **LICENSE AGREEMENT**

This LICENSE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation hereinafter called "PSCo" and THE CITY OF GRAND JUNCTION, a body corporate and politic under the laws of the State of Colorado, hereinafter called the "Licensee."

#### **RECITALS**

- A. PSCo is the fee owner of certain real property described on Exhibit A, attached hereto and made a part hereof ( "Property"), and desires to protect and preserve the utility facilities located thereon and the future use of the Property for utility purposes.
- B. Licensee desires to make certain improvements or installations in, on, under or along the Property as more particularly shown on Exhibit B, attached hereto and made a part hereof, ("Licensed Facility"), and desires to obtain PSCo's permission therefor.
- C. PSCo is willing to consent to construction and use of the Licensed Facility subject to the terms and conditions stated in this License Agreement.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PSCo hereby grants to Licensee, with respect to such title and interest as PSCo may have in the Property, and upon the terms and conditions hereinafter stated, the non-exclusive permission and right to construct, maintain, operate, repair, inspect, and repair the Licensed Facility in, on, under, or along the Property at the sole cost and expense of Licensee. The Licensed Facility shall be located and constructed as shown on Exhibit B and in accordance with the Plans and Specifications defined below. Licensee will not conduct or permit anyone to conduct any activities or install any improvements on the Property which deviate in any manner from Exhibit B without the prior written consent of PSCo. Licensee shall prepare and submit to PSCo as-built exhibit(s) depicting the Licensed Facility and calling out deviations from Exhibit B no later than thirty (30) days after completion of construction. The rights granted by PSCo under this License



Agreement are limited to the use by Licensee of the portion of the Property referenced on Exhibit B in connection with the Licensed Facility and for no other purpose.

2. This License Agreement does not convey an interest in real property; however, it is the intention of the Parties that PSCo will sell and the Licensee will buy, pursuant to the Purchase and Sale Agreement of even date herewith, the Property. Nothing contained in this License Agreement shall be deemed or construed to create a partnership, joint venture of or between PSCo and Licensee, or to create any other relationship between the Parties other than that of licensor and licensee.

3. PSCo intends to use the Property subject to this License for all purposes in connection with electric power generation, transmission, or distribution and/or natural gas gathering, storage, transmission, or distribution, and the rights herein granted to Licensee are subject to the rights of PSCo to use the Property for such purposes, which rights PSCo hereby expressly reserves.

4. Licensee shall not interfere with PSCo's activities or facilities on the Property, and the Licensee shall construct, maintain and operate the Licensed Facility and conduct its activities in a safe and prudent manner considering overhead transmission lines located above and any other PSCo facilities located on or below the surface of the Property

5. If PSCo determines, in its sole and absolute discretion, that following construction of the Licensed Facility that it unreasonably interferes with the operation and maintenance of PSCo's facilities, as now or hereafter constructed, PSCo may terminate this License Agreement, in whole or in part, by giving 90 days' written notice to Licensee. Following such notice, at its sole expense, Licensee may modify the Licensed Facility to address the objectionable condition(s) created by the Licensed Facility or remove the Licensed Facility in whole or in part from the Property, or any part thereof, identified by PSCo within such 90 day period. In the event that the Licensee's use of the Property should, in the reasonable judgment of PSCo, constitute a hazard to PSCo's facilities or the general public, PSCo may require immediate removal, relocation, or modification of the Licensee's facilities to eliminate such interference or hazard, and may suspend the Licensee's right to use the Property under this License Agreement until such removal, relocation, or modification is completed.

6. The license granted by this License Agreement is issued subject to any prior licenses, easements, leases or other rights affecting the Property. . The license herein granted may also be subject and subordinate to the lien of PSCo's Indenture.

7. Licensee shall not do or permit to be done any blasting above, under, or on the Property without first having received prior written permission from PSCo, which may be withheld in PSCo's sole and absolute discretion. Any blasting shall be done in the presence of a representative of PSCo and in accordance with directions such representative may give for the protection or safety of persons and facilities located on the Property. Notwithstanding the foregoing, PSCo will have no duty to monitor any blasting activities conducted by Licensee. Any monitoring by PSCo of blasting conducted by Licensee is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.



8. Licensee agrees that it shall not begin construction on the Property until the Licensee first provides PSCo with detailed plans and specifications for the Licensed Facility ("Plans and Specifications"), and until such Plans and Specifications have been approved by PSCo. After PSCo's approval, no material changes, modifications or alterations may be made to the Plans and Specifications without PSCo's prior written consent. In addition, Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) at least two working days prior to the commencement of construction on the Property to arrange for field locating of utility facilities. Further, if PSCo has constructed electric transmission facilities on the Property, the Licensee shall contact PSCo's Electric Transmission Lines department at (303) 273-4669 at least four working days prior to the commencement of construction on the Property, and unless waived by said department, no construction shall be performed unless a representative of PSCo is present at the time and place of construction.

9. Licensee shall obey all PSCo written rules and regulations made known to it prior to its entry as well as reasonable oral instructions related to safety as such are made known to Licensee during its presence on the Property. Any damage to facilities on the Property as a result of the above construction shall, at PSCo's option, be paid for or repaired at the expense of Licensee. These provisions shall also apply to any other work involving construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of the Licensed Facility on the Property. Notwithstanding the foregoing, PSCo will have no duty to monitor any activities conducted by Licensee. Any monitoring by PSCo of construction or other activities conducted by Licensee on or near the Property is for the sole benefit of PSCo and shall not create any duty, obligation or liability to Licensee or any other person.

10. Licensee agrees and understands that if PSCo has constructed electric power generation, transmission, distribution, or related facilities on the Property, Licensee has been fully advised by PSCo that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Property pursuant to the provisions of this License Agreement, of the existence and nature of such electric facilities and the potential danger and risk involved.

11. (a) As used in this License Agreement, the term "Claims" means (1) claims, demands, liens, suits, actions, causes of action, proceedings, orders, decrees and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever including claims asserted against PSCo by a federal, state or local government entity; (2) losses, liabilities, costs, damages and expenses, including attorneys' fees, expert witness fees, consultant fees, and court and arbitration costs, at all levels, whether or not litigation or arbitration is commenced; (3) fines and penalties; (4) environmental costs, including, but not limited to, investigation, removal, remediation, and restoration costs, natural resource damages, and consultant and other fees and expenses; (5) damages of any kind, including lost profits and consequential damages; and (6) any and all other costs or expenses.



(b) As used in this License Agreement, the term “Injury” means (1) death, personal injury, or property, environmental, or natural resources damages, and any other losses, obligations or damages incurred by PSCo; (2) loss of profits or other economic injury; and (3) disease or actual or threatened health effect.

(c) Licensee shall require its contractors and subcontractors to protect, defend, indemnify, release, save and hold harmless PSCo, its partners, directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims and threatened Claims arising from, alleged to arise from, resulting from or alleged to result from, in whole or in part, (1) this License Agreement; (2) any act or omission of Licensee, or any of Licensee’s employees, agents, contractors, consultants or any of their invitees; or (3) the presence of the Licensee, or any of Licensee’s employees, agents, contractors or consultants, or any of their invitees, in upon, at or about the Property.

(d) The duty to protect, indemnify, hold harmless, release, and defend hereunder shall apply to any and all Claims and threatened Claims, and Injury, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of the Licensee or its contractors, subcontractors, or their employees, and federal, state, or local government;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Property of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; (4) asbestos or asbestos containing materials.

(iii) Claims arising from the presence, release, disturbance, and/or exacerbation of any Hazardous Materials as defined below, regardless of origin, in, on, over, or around the Licensed Facility, or the off-site transportation and/or disposal of any Hazardous Materials. This indemnification and release does not apply, however, to any Claims arising out of or related to Hazardous Materials first generated, and brought onto and introduced to the Property, by PSCo;

(iv) Claims arising from, or alleged to be arising in any way from, the acts or omissions of the Licensee, its sublicensees, invitees, agents, or employees; and

(v) Claims occasioned by or related to an actual or alleged Injury.

(e) The term “Hazardous Materials” includes any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed, or identified under any federal, state or local laws or regulations (including common law) concerning protection or preservation of human health, the environment, or natural resources, and regardless of form, concentration or origin.



(f) Notwithstanding any provision of the foregoing that may be interpreted to the contrary, this indemnity will not apply to any Claims if and to the extent directly caused by the gross negligence or willful misconduct of PSCo. Licensee's obligations under this Section (and those of its contractors and subcontractors) shall survive the expiration or termination of the license and this License Agreement until satisfied.

12. Licensee shall require each of its contractors and subcontractors to purchase, maintain and require such insurance as shall protect Licensee and PSCo from claims, damage or liability which may in any way arise out of or be in any manner connected with the performance of this License Agreement, including the indemnity provision above, whether arising out of the act or failure to act of the Licensee, PSCo, the direct or indirect delegee, appointee, or employee of either, or the contractor or its subcontractors.

(a) This insurance shall be as specified below, and, except for worker's compensation, automobile, and professional liability insurance policies, all insurance policies shall name PSCo as an additional insured:

(i) Worker's Compensation as required by statute, and Employer's Liability Limit, in the amount of one million dollars (\$1,000,000);

(ii) Commercial General Liability Insurance, occurrence form, providing bodily injury, personal injury, and property damage liability coverage with combined single limits of not less than five million dollars (\$5,000,000);

(iii) Comprehensive Automobile Liability with combined single limits of not less than one million dollars (\$1,000,000);

(iv) Licensee shall require its contractors to carry builder's risk insurance in an amount customarily carried by prudent contractors, and workers' compensation insurance for its employees in statutory limits;

(v) The policies described herein shall be endorsed to show that the insurers waive subrogation against PSCo, its directors, officers, employees, and agents.

(b) Certificates of Insurance acceptable to PSCo shall be submitted to PSCo prior to commencement of the construction of the Licensed Facility or any sooner entry on the Property by Licensee, its agents or contractors and use of the Property by Licensee. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or modified unless and until thirty (30) days prior written notice has been given PSCo. Notwithstanding the foregoing, Licensee has a continuing obligation to provide the insurance coverage described herein and none of the insurance required herein shall be canceled, changed, or allowed to lapse.

(c) Insurance specified herein shall be minimum requirements and Licensee is responsible for providing any additional insurance deemed necessary to protect Licensee's



interests from other hazards or claims in excess of the minimum coverage. The liability of Licensee is not limited to available insurance coverage.

13. Licensee shall at PSCo's option, pay for or repair any damage done to the Property as a result of the construction or operation of the Licensed Facility. In addition, after any activity by Licensee on the Property, the Licensee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore the Property to its condition as existed immediately prior to the entry by Licensee, including settling. Licensee shall be responsible for properly closing or abandoning any wells installed by Licensee. Performance of restoration obligations shall be subject to the terms and conditions of Section 8 regarding Plans and Specifications. The provisions of this Section shall survive expiration or termination of this License Agreement.

14. Upon demand from PSCo, Licensee shall reimburse PSCo for all costs incurred for replacing and resetting any section corners, quarter corners, ownership monuments, right-of-way markers, and reference points disturbed or destroyed during the construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of said facilities.

15. Upon the abandonment of the use of the Property by Licensee or conveyance of the property to Licensee by PSCo, License herein granted shall terminate. Upon abandonment of this License Agreement for any reason, Licensee shall remove the Licensed Facility from the Property, and shall restore the Property to the Property's condition prior to this License Agreement taking effect. Removal of the Licensed Facility and restoration shall occur prior to the expiration of this License Agreement and no later than thirty (30) days following termination of this License Agreement other than by expiration. Removal of the Licensed Facility and restoration of the Property shall be performed under the same terms and conditions as the construction of the Licensed Facility. If Licensee should fail to remove the Licensed Facility and restore the Property, PSCo may remove the same and restore the Property at the expense of the Licensee. The provisions of this Section shall survive expiration or termination of this License Agreement.

16. Licensee will complete installation of the Licensed Facility and shall conduct its activities on the Property in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations, rules, ordinances, and other requirements of governmental authorities ("Laws") and in compliance with all of PSCo's policies and procedures that are provided to Licensee. Licensee shall maintain and operate the Licensed Facility at its sole cost and expense and in compliance with all Laws.

17. Licensee may not assign, transfer, mortgage or encumber this License Agreement or sublicense or permit occupancy or use of the Property, or any part thereof by any third party; nor shall any assignment or transfer of this License Agreement be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment"), without in each such case obtaining the prior written consent of PSCo, which consent may be withheld in PSCo's sole and absolute discretion. The consent by PSCo to any Assignment shall not be construed as a waiver or release of Licensee from the terms of any covenant or obligation under



this License Agreement. Any Assignment or attempted Assignment by Licensee without PSCo's consent will terminate the license and this License Agreement. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

18. Licensee is solely responsible for determining whether the Property is suitable for the Licensed Facility and accepts the Property "AS IS" without any express or implied warranties of any kind, including any warranty or representation of title or fitness for a particular purpose or any use.

19. PSCo makes no specific or implied disclosure or warranty as to the presence or location of Hazardous Materials on the Property. Licensee is aware that it is possible that Hazardous Materials could exist anywhere on or near the Property, accepts the Property "AS IS", and enters the Property at its own risk.

20. All materials, equipment, work, and installations of any nature brought upon or installed in the Property by or on behalf of Licensee shall be at the risk of Licensee. Neither PSCo nor any party acting on PSCo's behalf shall be responsible for any damage or loss or destruction of such items brought to or installed on the Property and Licensee hereby releases PSCo from all Claims arising out of loss, damage or destruction of such items.

21. Licensee shall bear the sole obligation of obtaining such other authority or rights as the Licensee may need in addition to the rights provided in this License Agreement for the construction of the Licensed Facility and use of the Property.

22. Except with the express written permission of PSCo, Licensee shall not bring onto the Property, or permit to be brought onto the Property, any Hazardous Materials, or other regulated waste or material (including but not limited to petroleum, asbestos, PCBs, coal, coal ash or coal combustion residuals) regulated by the State of Colorado, the United States government, or any other government authority with applicable jurisdiction, which has the potential to spill or be released onto the Property or adjacent areas. In the event Licensee brings Hazardous Materials onto the Property (with or without permission of PSCo), Licensee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Licensee shall remove such Hazardous Materials from the Property immediately upon request of PSCo. Licensee shall bear all costs related to environmental investigation, cleanup, removal, or restoration (including but not limited to any cleanup or restoration of any impacted wildlife, water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Property,) incurred as a result of the presence of such Hazardous Materials on the Property, or arising out of the acts or omissions of Licensee, its agents, sublessees, invitees, or employees.

23. Licensee shall be responsible for properly managing, transporting, treating, storing and/or disposing of any Hazardous Materials Licensee generates at the Property in connection with the Licensed Facility and/or its activities, including the disturbance or exacerbation of any pre-existing Hazardous Materials encountered by Licensee on the Property.



24. Licensee shall notify PSCo of any Hazardous Materials that Licensee encounters on the Property immediately upon encountering the Hazardous Materials.

25. Licensee shall construct and operate the Licensed Facility and conduct all activities in accordance with applicable environmental laws, including obtaining all required permits for its activities at the Property and signing all waste manifests. PSCo shall not be listed as a generator for any wastes generated in connection with the Licensed Facility and/or Licensee's activities.

26. The failure of PSCo at any time or times to require performance of any provision hereof, shall in no manner affect its right at a later time to enforce the same. No waiver by PSCo of the breach of any terms or covenant contained in this License, whether by conduct or otherwise, in any one or more instances shall be deemed to be construed as further or continuing waiver of any such breach or a breach of any other term or covenant of this License.

27. Nothing contained herein shall authorize a party or person or entity acting through, with or on behalf of Grantee to subject the license, the Property, or any portion thereof to mechanic's liens. If any liens are filed against the Property resulting or arising in connection with actions or agreements of Licensee, within fifteen (15) days after such filing, Licensee will release the same of record, either by payment or by providing a bond or other security satisfactory to PSCo. If Licensee fails to timely remove such lien, PSCo may, without waiving its rights and remedies based upon such breach by Licensee and without releasing Licensee from any obligation under this License Agreement, cause such liens to be released by any means PSCo deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Licensee will reimburse PSCo, on demand, for all amounts PSCo incurs (including, without limitation, the cost of a bond and reasonable attorneys' fees and costs).

28. All notices, demands, requests and other communications required or permitted under this License Agreement must be in writing and will be deemed received: (a) when personally delivered; (b) three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified; or (c) the first business day following deposit with a recognized overnight delivery service, such as United Parcel Service or Federal Express, in each case addressed as follows:

If to PSCo:       Public Service Company of Colorado  
                      Attn: Jennifer Chester, Senior Manager, Siting and Land Rights  
                      CO1453-03-MCA  
                      3500 Blake Street  
                      Denver, Colorado 80205

With a copy to:   Xcel Energy Services, Inc.  
                      Attn: Julie Stencel, Esq.  
                      CO1453-04-MCB  
                      3500 Blake Street  
                      Denver, Colorado 80205



Attention:  
PSCo Doc No.

With a required copy to the principal address of Public Service Company of Colorado as listed with the Colorado Secretary of State.

If to Licensee:  
Transportation and Engineering Director

With a copy to:  
City Attorney  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

PSCo or Licensee may change its address by giving notice to the other as provided for above.

29. In addition to other rights granted to PSCo to terminate this License Agreement and/or to require the relocation or removal of the Licensed Facility, PSCo may terminate this License Agreement and the license hereby granted, without compensation or liability to Licensee, by giving thirty (30) days prior notice of termination to Licensee upon or at any time after the occurrence of any of the following events:

(a) Any condemnation or taking, or any conveyance, transfer or other disposition in lieu or in anticipation thereof, of any part of the Property.

(b) Any other sale, dedication to any governmental authority, or any other transfer by PSCo of any part of the Property.

(c) The failure of Licensee to comply with any provision of this License Agreement which failure continues for ten (10) days after notice from PSCo. Termination under this subsection (c) will not release Licensee from any of its obligations or liability under this License Agreement. In addition to any other right or remedy, PSCo may have under this License Agreement or at law, without waiving any Claim against Licensee, PSCo may, but is not obligated to, pay or perform any obligation of Licensee not fully or timely paid or performed and all costs incurred by PSCo in connection therewith shall be paid by Licensee to PSCo upon demand.

30. (a) This License Agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(b) This License Agreement incorporates all agreements and stipulations between PSCo and Licensee as to the Property and the Licensed Facility and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this License Agreement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this License Agreement. This License Agreement



consists of the document entitled "License Agreement" and Exhibits containing (i) the legal description of the Property; and (ii) a description of the Licensed Facility. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by PSCo, and no Addendum shall be effective and binding upon PSCo unless separately executed by an authorized representative of PSCo. This License Agreement may only be modified by a writing executed and delivered by Licensee and an authorized representative of PSCo.

(c) This License Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to principles of conflict of laws.

(d) "Licensee" shall include the singular, plural, feminine, masculine and neuter. If more than one person or entity shall sign this License Agreement as Licensee, the obligations set forth herein shall be deemed joint and several obligations of each such party or entity.

(e) This License Agreement may not be recorded or filed for record in the real estate records of the County in which the Property is located, nor in any other public office or records. In the event Licensee records or files this License Agreement, this License Agreement shall automatically terminate.

31. This License Agreement shall expire on the earlier of: (i) December 19, 2025; or (ii) upon the expiration or earlier termination of that certain Purchase and Sale Agreement (Sale in Lieu of Condemnation), by and between PSCo and the Licensee, dated contemporaneously herewith, for the purchase of the Property (the "PSA").

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

PUBLIC SERVICE COMPANY OF COLORADO,  
a Colorado corporation

By: \_\_\_\_\_  
Jennifer Chester  
Senior Manager, Siting and Land Rights  
Xcel Energy Services, Inc., as  
Authorized Agent for Public Service  
Company of Colorado

Agreed to and accepted by Licensee this \_\_\_\_\_ day of \_\_\_\_\_ 2025.



THE CITY OF GRAND JUNCTION,  
COLORADO, a Colorado Home Rule  
municipality under Colorado law

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A  
The Property

A parcel of land lying in the S1/2SE1/4NE1/4 and the N1/2SE1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, described as follows:

Commencing at the E1/4 corner of Section 4;  
WHENCE the center of Section bears North 89° 52' 54" West;  
THENCE North 89° 50' 54" West 30.0 feet to the True Point of Beginning;  
" North 89° 50' 54" West along the South Boundary of the Northeast Quarter 924.71 feet to a point;  
" South 82° 17' 43" West 367.27 feet;  
" North 89° 52' 54" West 991.43 feet;  
" North 0° 00' 38" West 50.0 feet to a point on the North Boundary Line of the Southeast Quarter of Section 4;  
" South 89° 52' 54" East along the North Boundary Line of the Southeast Quarter 988.14 feet;  
" North 82° 17' 43" East 403.95 feet;  
" North 89° 52' 42" East 641.50 feet to a point on the West Boundary Line of that tract of land described in Book 1076 at Page 318;  
" South 0° 26' 16" East along the West line of said tract 31.95 feet;  
" South 88° 39' 16" East along the South line of said tract 249.99 feet to a point on the West Right-of-Way Boundary of 25 Road;  
" South 0° 01' 44" West along the West Right-of-Way Boundary of 25 Road 17.71 feet to the True Point of Beginning.

*Being all of that property described in deed recorded at Reception No. 1591213 of the records of the Office of the Clerk and Recorder, Mesa County, Colorado.*



Exhibit B  
The Licensed Facility

[To Be Added By Purchaser]



RESOLUTION NO. \_\_-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT AND A LICENSE AGREEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO (DBA XCEL ENERGY) FOR THE ACQUISITION OF PROPERTY IDENTIFIED BY MESA COUNTY TAX ASSESSOR PARCEL NUMBER 2945-041-00-164 WITH A FINDING THAT SUCH PROPERTY IS NECESSARY FOR THE CONSTRUCTION OF THE FOUR CANYONS PARKWAY IN GRAND JUNCTION.

RECITALS:

The Four Canyons Parkway (fka and aka F 1/2 Parkway) ("Project") is a key transportation expansion initiative aimed at improving connectivity and supporting regional growth. Phase 1 of the Project, which included the construction of the roundabout at 24 1/2 Road and Four Canyons Parkway, was completed on January 9, 2025. That construction provided critical infrastructure to support expanding to Phase 2 of the Project between 24 1/2 and Patterson Roads.

Public Service Company of Colorado owns a 2.52-acre parcel of land along the proposed alignment for the Project ("Xcel Property.") The Xcel Property is necessary for the construction of the Project.

The City's appraiser determined that the reasonable market value and just compensation for the City's acquisition of the Xcel Property is \$301,850.00. That appraisal would serve as a basis for the acquisition of the Xcel Property by eminent domain, if necessary. Although the City has been in communication with Xcel for approximately two years, including having discussions of a use agreement, and by offering to purchase the Xcel Property for the appraised value, only recently did the Company propose to sell the Xcel Property using the attached Purchase and Sale Agreement (Sale in lieu of Condemnation) ("Agreement.") Because the agreement will take additional time to consummate, Xcel Energy has offered the City the right to begin construction on the Xcel Property by way of a License Agreement. While the License Agreement will allow the City to begin construction of the Project on the Xcel Property it does not confer any ownership, and if the Agreement is not finalized Xcel Energy could require that the City remove any work on the Project performed in accordance with the License Agreement.

The City needs the License Agreement in order to begin construction, and the License Agreement authorizes the City to do so prior to the final contract execution and conveyance of the Xcel Property to the City, but the City Council will need to consent to that arrangement.

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

1. That in consideration of the Recitals and with the finding that the acquisition of the Xcel Property is necessary for the construction of the Four Canyons Parkway in Grand Junction the City Council hereby authorizes the purchase of the Xcel Property for \$301,850.00 as provided in the attached Purchase and Sale Agreement and License Agreement.



2. That the City Council hereby authorizes the expenditure of \$301,850 to be paid at closing plus normal and customary closing costs for the purchase of the Property as provided in the Agreement.

3. That in consideration of the Recitals and with the finding that the acquisition of the Xcel Property is necessary for the construction of the Four Canyons Parkway in Grand Junction the City Council hereby authorizes the City Manager to execute the License Agreement and to begin construction in accordance therewith for the Four Canyons Parkway in Grand Junction as provided in the License Agreement

4. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the attached Purchase and Sale Agreement and License Agreement, including, without limitation, the execution and delivery of such certificates, documents and payment as may be necessary or desirable to complete the use and purchase of the Xcel Property for Project purposes, all to support and advance the public health, safety and welfare.

PASSED and ADOPTED this 21<sup>st</sup> day of May 2025.

\_\_\_\_\_  
Cody Kennedy  
President of the City Council

ATTEST:

\_\_\_\_\_  
Selestina Sandoval  
City Clerk



1 Resolution No.

3 A Resolution Regarding Communication and City Council Conduct

4 Recitals:

5 Members of the Grand Junction City Council, specifically by virtue of Resolution 40-20 and  
6 in general by and with the practice of other ethical norms are, or ought to be, held to a  
7 higher standard in their communication and conduct of public business. A recent social  
8 media post by Councilmember Nguyen has drawn significant public attention and  
9 expressions of concern from the public, and some members of City Council, that his  
10 comment was not consistent with the City's adopted standards and expectations.

11 Councilmember Nguyen has acknowledged that his post was intemperate and for it he has  
12 expressed his regret. The City Council accepts his expression of regret and urges the  
13 public to do the same.

14 City Councilmembers should speak and act only after careful consideration of the  
15 implications of their actions and the various interests at stake. Councilmembers are  
16 expected to uphold high standards of decorum and accountability in all communications,  
17 including those made in writing or spoken.

18 NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS BE IT RESOLVED  
19 BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

- 20 1. The City Council expresses its disapproval of Councilmember Nguyen's social  
21 media post; however, the Council acknowledges his expression of regret for,  
22 and his willingness to publicly disavow the post; and,  
23
- 24 2. The City Council affirms the importance of respectful, thoughtful, and  
25 productive communication by all Councilmembers, which communication is  
26 imperative to fully, properly and genuinely serve the community; and,  
27
- 28 3. By and with this Resolution the City Council recognizes, confirms, and  
29 recommits to the principles of Resolution 40-20 and will reinforce a shared  
30 commitment to open, respectful dialogue to earn and keep the public trust, and  
31 in turn promote effectiveness of the City Council in its deliberations, decisions,  
32 and relationship with the community.



34 ADOPTED AND APPROVED this 21st day of May 2025.

DRAFT





## Grand Junction City Council

### Regular Session

Item #4.b.

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**Meeting Date:** May 21, 2025  
**Presented By:** Ashley Chambers, Housing Manager  
**Department:** Community Development  
**Submitted By:** Ashley Chambers, Housing Manager

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### Information

#### **SUBJECT:**

A Resolution Authorizing the City Manager to Execute Agreements with Homeward Bound of the Grand Valley for the Provision of Interim Supportive Services for Unhoused People

#### **RECOMMENDATION:**

City staff recommend that the proposed HWB Navigation Center site operations be funded through September 30, 2025, with the opportunity to terminate the agreement thereafter with a 30-day written notice.

#### **EXECUTIVE SUMMARY:**

Homeward Bound of the Grand Valley (HBGV) has entered into a revised lease agreement with the City of Grand Junction for the transitional closure of the Resource Center at 261 Ute Avenue, by June 30, 2025. HBGV will reduce service hours over the next few months, with operations transitioning from full service to once a week before closure. As part of the transition, decentralization but continuity of resources, HBGV has proposed a satellite service site at 2851 ½ North Avenue to continue offering basic needs, transportation, case management and nursing. The City, is issuing an RFP for a long-term, coordinated approach to unhoused services. City staff recommend continuing HBGV satellite operations through the third quarter of 2025, with funding continuing on a month-to-month basis thereafter, depending on an assessment of need and aligning with other service provisions.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **Homeward Bound of the Grand Valley (HBGV): Resource Center Transition**

**Overview.** As part of the City's planned transition toward the permanent closure of the temporary Resource Center at 261 Ute Avenue, Homeward Bound of the Grand Valley



(HBGV) entered into a revised lease agreement with the City of Grand Junction on April 17, 2025. The lease extends through June 30, 2025, and includes an amended Beneficiary Agreement that outlines phased service reductions and operational requirements.

**Resource Center Operations (April–June 2025).** Under the amended agreement, HBGV will maintain daily staffing at the Center, including an On-Site Resource Center Manager and support staff from 9:00 AM to 5:00 PM on each day the Center is open. The schedule for operations is as follows:

- **April 15 – May 14, 2025:** Open Tuesday through Sunday, 10:00 AM – 4:00 PM
- **May 15 – June 14, 2025:** Open three days per week, 10:00 AM – 4:00 PM
- **June 15 – June 29, 2025:** Open one day per week, 10:00 AM – 4:00 PM
- **June 30, 2025 onward:** The Center will be permanently closed, and services will cease.

**Satellite Services Proposal.** UWMC and HBGV have submitted proposals to establish two satellite service locations offering slightly different, but cohesive services to ensure that services will be redistributed throughout the community after the Resource Center's closure. HBGV has submitted a proposal to establish one satellite service Navigation Center at 2851 ½ North Avenue. This location is planned to offer some core services previously provided at the Resource Center, including limited basic needs support, transportation, case management, and nursing services. The proposal includes operational funding requests as outlined below.

- **Health, Sanitation, and Hydration (Basic Needs) Services.** As part of the transition plan, HBGV's satellite proposal includes location of a water fill stations. Additionally, efforts are underway to relocate existing Resource Center restroom and shower facilities to this locations.
- **Transportation.** HBGV's proposal includes the use of vehicles and staffing to transport individuals to key resource locations across the community, supporting continued access to essential services during and after the transition.
- **Case Management and Nursing** will be provided at the satellite site, but are funded through other sources.



Expenses	Quarter 3	Quarter 4	Total
GRC Staff (4)	\$45,000	\$45,000	\$90,000 1
Ops Mgr. (1)	\$12,500	\$12,500	\$25,000 2
Rent 3000/M	\$ 9,000	\$ 9,000	\$18,000 3
Utilities	\$ 1,500	\$ 1,500	\$ 3,000 4
Internet/Phone	\$ 800	\$ 800	\$ 1,600 5
Supplies	\$ 300	\$ 300	\$ 600 6
<b>Estimated Total</b>	<b>\$69,100</b>	<b>\$69,100</b>	<b>\$138,200</b>

**RFP for Long-Term Unhoused Services.** While the satellite interim locations are aimed at assisting in providing a continuation of resources to the unhoused, the City is issuing an RFP the week of May 12 for a long-term, coordinated approach to serving unhoused residents. The effort supports priorities in the 2023 Unhoused Needs Assessment and 2024 Unhoused Strategy, focusing on housing, shelter, services, and system coordination. Proposals must include a clear operational plan, demonstrate financial stability, and multi-agency team will evaluate submissions based on alignment with City goals, measurable outcomes, and sustainability.

City staff recommend HWB Navigation Center site operations and recommend funding through the third quarter of 2025. Following the third quarter, staff recommend that funding shift to a month-to-month basis, with the option to terminate with 30 days' notice. This will allow for the services provided by HBGV to be evaluated alongside of those services that may/may not be provided as a result of the RFP process. This approach ensures continuity of services while supporting the resource center transition.

**FISCAL IMPACT:**

City Council initially approved \$415,800 in the 2025 housing budget for the operations of the Resource Center serving unhoused individuals and subsequently approved an additional \$99,200 for staffing for a total of \$515,000 in 2025. This proposal, including the \$69,100 per quarter, would replace the allocated funding for the resource center and would not require additional fiscal resources.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 23-25, a resolution authorizing the City Manager to execute an agreement with Homeward Bound of the Grand Valley for provision of interim supportive services for unhoused people.

**Attachments**

1. HBGV - Interim Proposal for Case Mgmt Center
2. Support letter for Navigation Center 050525-FirstPres (2)



3. Letter of Support - HBGV Navigation Center from RHHS (3)
4. Letter of Support - HBGV Navigation Center -Health Solutions (2)
5. LetterofsupportHomewardBound-ALittleHelp (2)
6. CEC Letter of Support HBGV (2)
7. RES-TEMPORARY UNHOUSED SERVICES FUNDING HWB 20250514



## **HomewardBound of the Grand Valley**

Proposal for continued support for the Houseless Population  
served by the Resource Center

HomewardBound – North Avenue Shelter

2853 North Avenue

HomewardBound Case Management and Navigation Center

2851 ½ North Ave. – Unit 3



## Operations and Management Structure

The mission of HomewardBound is to provide transformational support services to our homeless population to help them create a path from homelessness to permanent housing. The existing resource center has been the hub of those services for the last 14 months and we propose to continue to offer support by expanding the services available at our main shelter on North Avenue and transferring transformational services to rental space adjacent to our North Avenue facility while a longer-term strategy for the delivery of services is discussed with the community.

The site of the Case Management facility is immediately adjacent to our North Avenue campus and will allow us to not only provide existing case management and nursing services, but to expand our offering to include behavioral health services and psychiatric counseling as well.

The operations manager who currently supervises the resource center is also responsible for managing the main North Avenue facility. The collocation of services will make for more efficient use of resources and a more controlled environment for the services offered. The existing GRC staff will transfer to the North Avenue location upon the closing of the resource center and provide services to the population at that location. Both locations will be administered under the rules established for all HomewardBound facilities.

## Services Offered on site – expanded services – North Avenue Shelter

For the past 24 years, HomewardBound has offered overnight shelter and program support services to individuals at 2853 North Avenue. That facility offers bed space for up to 150 individuals nightly as well as 9 separate pallet shelter units offering support for people with pets. During the first quarter of 2025 we provided shelter to 458 unduplicated individuals at North Avenue. This number is an increase of approximately 17% over the same period in 2024. We believe that the increase in numbers is attributed to the 75+ individuals we have moved into the shelter system since the advent of the resource center programming.



Both of our shelter facilities, North Avenue and Pathways, have been operating at full capacity nightly since the beginning of June 2024. One of the primary causes of this increase in usage is the access and awareness of services we have made available through the resource center.

During the 14 months of operation at the resource center, we learned that there were three services that were critical to the population we are serving:

- Shower Services
- Storage of personal belongings
- Day Shelter

HomewardBound will expand the availability of these services at our North Avenue facility effective June 1, 2025, as follows:

- Shower Services – The six showers at North Avenue are presently available daily to residents only from 6PM. On June 1<sup>st</sup> we will offer showers daily from 10:00AM to 3:00PM for any individuals who schedule access through the GRC staff. Based on usage at the resource center and the fact that we have twice the shower capacity available at North Avenue we estimate that we will initially provide 10 to 15 showers per day, growing to 20 to 25 per day by mid-summer of 2025. These estimates indicate that we will be providing from 300 to 450 showers per month at North Avenue – **an estimated total of 1800 to 2700 showers for the last 6 months of 2025**
- Storage of personal belongings –Personal storage is presently available to residents who stay in the shelter and then only in under bed bins. We will move two of the Conex units from the resource center which will enable us to offer secure storage in lockers to up to 75 community members. Access to storage will be administered under the same process developed for the resource center. If we can find space in the parking lot, we will attempt to add a third Conex for additional storage. **Statistics from the resource center indicate that with 75 lockers, storage will be provided for over 100 individuals in a given month or a total of 600 in the last 6 months of 2025**
- Expanded Day Shelter Services – current day shelter services in our heated and cooled tent are available only to residents. We will expand our usage to any individual with an access card from the resource



center. The day shelter will be available daily from 8:30 AM until evening shelter intake. The current occupancy of the day shelter is averaging 45 to 50 per day. As we make expanded access available, we believe that occupancy will increase by 40% to 70 per day. **We estimate we will serve an additional 20 people per day for the last 6 months of 2025**

- Water support station – currently available outside the North Avenue facility to residents and users of the day shelter, the service will be expanded as usage requires.
- Toilet Equity Locations – we are working with toilet equity to determine the proper locations for adding two of their units to our North Avenue shelter facility to better serve the community

### Services Offered on site – Case Mgmt & Navigation Center

The following services will be offered as the primary focus of the rental space in unit 3 of 2851 ½ North Avenue. Details on hours of operation, service availability and staff levels are noted in the staffing section of this proposal.

- Service Coordination – Coordination of all services at the navigation center and access to the expanded services of the North Avenue shelter will be coordinated by the GRC staff. Access to the services at the case management and navigation center may be by appointment or by checking in at the door if services are available. Any access to the services will require the access card used at the resource center. Scheduling showers and access to storage lockers will also be coordinated by the GRC staff.
- Case Management – Provided by the HBGV senior case manager already serving 267 clients from the resource center.
- To provide better access to these services, HomewardBound has added a case management trainee to the staff effective May 1, 2025. The



addition of this position will greatly streamline our ability to assist existing and new clients.

- Housing Navigation – provided by our case management team in conjunction with the Neighbor-to-Neighbor team and other housing providers around the Grand Valley.
- Nursing Services – provided by the RN presently providing these services at the resource center. Our nursing services currently serve over 300 unique individuals through the resource center. We anticipate that those individuals will continue to be served both at this facility and also through the United Way space as needed. The nurse will continue to expand her program of health care navigation services.
- Behavioral Health Services – Currently provided by CEC (counseling & Education Center) These services already being provided at the Pathways Family shelter and will be expanded to this location.
- Psychiatric Counseling Services – Currently provided by Health Solutions at the Pathways Family shelter and – will be expanded to this location.

**Since we will have three dedicated staff operating from the navigation center 5 days a week, we anticipate that they will average 7 clients per day over the last 6 months of 2025. That would indicate that the center will have 850 client visits in 2025. These numbers do not include any clients served by the additional providers who will make visits to the navigation center or any clients our staff might see at the United Way center.**

### Access and Eligibility Requirements – Safety and Security protocols.

Access to our expanded services at North Avenue and the Case Management and Navigation center will be offered under the same rules as currently in



place at the resource center. All guests will be required to check in and have or obtain a Clarity card for service identification and access. Services may be accessed by appointment or by checking in at the door during regular hours of operation.

Shower and storage services will be accessed by checking in at the Navigation Center and then being conducted into the main shelter for showers and storage.

One of our primary concerns about the expansion of services at the North Avenue shelter and the added services at the navigation center is to maintain the security of our facilities and the business located in the adjacent shopping center. HomewardBound already leases unit 4B of 2851 ½ North Avenue for our Donation Station, and as a part of that lease, we have a verbal agreement with the owner of the center that our staff will provide security and prevent loitering around her facility. When we approached her about leasing Unit 3, we indicated that we would have additional staff for facility security and that access to the case management navigation center would be controlled and managed by staff. The GRC staff currently at the resource center, combined with the staff at the North Avenue shelter, will allow us to control access and prevent loitering. We do not have a written agreement with the landlord about security provided, but anticipate creating one if the city feels it prudent.

It is our plan that no loitering will be allowed in the North Avenue parking lot, no shopping carts will be allowed.

Shelter staff will make sure that no belongings are left outside and that our guests follow the rules of access.

## Hours of Operation

### Expanded Services at North Avenue Shelter

- Shower Services – 10:00AM to 3:00PM daily – check in required
- Storage Services – 10:00AM to 3:00PM daily – check in required
- Day Shelter – 8:30AM until shelter intake daily – check in required
- Water Service – 8:30AM until shelter intake daily



## Transformational services at the Case Management Center

The Case Management and Navigation center will operate from 9:00AM to 5:00PM Monday through Friday. All the services listed for the navigation center will be offered during regular hours of operation. As we learn how our clients are using services, we will consider expanding support from the nurse to some Saturday hours as well.

## Required Staffing Levels

The increase of services and hours at the North Avenue shelter and the addition of services at the case management and navigation center will require the same support staff as presently in place at the resource center. The cost of the operations manager will be reduced by 27% because supervision will be far more efficient with the collocated facilities.

- Operations Manager - the operations manager is based at the North Avenue shelter and will supervise and manage all services delivered at the shelter or the navigation center.
- GRC staff – the four GRC staff supported by the city will be initially deployed as follows:
  - One GRC handling check-in and security at the Case Management and Navigation Center.
  - One GRC on transportation duties to move people around the community to access services.
  - Two GRC's will be assigned to the North Avenue Day Center and to scheduling access to showers and storage services.
  - As transportation needs are defined, we have the ability to increase support to two GRC's driving support vans.

In addition to the staff paid for by the city, the following staff members will be resident at the navigation center at no cost. As defined in previous sections we will also have other behavioral health and psychiatric providers on site.

- Case Manager & Assistant Case Manager
- Registered Nurse



## Site Maintenance and Sanitation Protocols

Both facilities will be managed under standard HomewardBound sanitation protocols, with janitorial and cleaning services performed by shelter residents enrolled in our purposeful work program. Regular cleaning will be performed daily and deep cleaning at least monthly. Since no specialized nursing services will be performed at the center, we do not anticipate having enhanced sanitation protocols.

Site maintenance and security will be handled as defined in the Safety and Security section of this proposal.

## Partnerships with Service Providers

Under current agreements, arrangements with and scheduling of service providers are managed by United Way. The schedule for all services offered at any location is maintained by United Way and will include all the services offered at North Avenue and the Navigation Center. As previously stated, the center will have available desk space for other providers to meet clients, but only as coordinated through our partnership with United Way.

Any person who occupies a shelter bed or the day center at North Avenue will also be able to access any services available through the Navigation Center. We will also have additional desk space available for other providers to meet with clients if they are housed in or frequent North Avenue and we will offer our case management and nursing services at the United Way location if need dictates.

## Strategies for Community Engagement and Impact Mitigation.

Because the North Avenue shelter has been located adjacent to the Navigation Center space for over 24 years, and because we already lease space in the mini mall for our Donation Station, we have security protocols in place to prevent loitering and garbage around the facility. Prior to the opening of the new space, anticipated by May 15<sup>th</sup>, senior management and staff will meet with the other tenants, explain our security protocols and how we will limit access. The addition of the four GRC's to the available staff will ensure that we keep the spaces and parking lots clean, quiet and mitigate any neighborhood problems.



## Transportation Services

Providing transportation between sites and to remote services will be an ongoing concern as we navigate the coming months. As part of our commitment to collaboration, we will assign an existing 15-person van to be used for transportation and support. In addition, HomewardBound has recently applied for grant funding to add another van to be used for transportation support. Regardless of the outcome of that grant request we will have two vehicles available to support our guests as needs dictate.

Using the GRC staff who already provide transportation support to the resource center, we will have a minimum of two vehicles available to provide transportation services in cooperation with United Way. We expect to be offering rides between North Avenue, the United Way resource unit and other locations yet to be determined. As the transportation work group develops a plan, we will work to play whatever part is appropriate using the GRC staff and HomewardBound vehicles.

## Length of Program and proposed budgetary support

To continue to offer services while the community decides its future commitment to any version of the resource center, HomewardBound has negotiated a lease on space in unit 3 of 2851 ½ North Avenue. That lease ends in December 2025 but could be extended if a more permanent location has not been selected by years end.

The proposed budget significantly reduces the costs from the quarterly level of the existing resource center but will allow us to offer expanded services at the North Avenue shelter and navigation center as well as transportation support while community discussions are ongoing.

Expenses	Quarter 3	Quarter 4	Total
GRC Staff (4)	\$45,000	\$45,000	\$90,000 1
Ops Mgr. (1)	\$12,500	\$12,500	\$25,000 2
Rent 3000/M	\$ 9,000	\$ 9,000	\$18,000 3
Utilities	\$ 1,500	\$ 1,500	\$ 3,000 4
Internet/Phone	\$ 800	\$ 800	\$ 1,600 5
Supplies	\$ 300	\$ 300	\$ 600 6
<b>Estimated Total</b>	<b>\$69,100</b>	<b>\$69,100</b>	<b>\$138,200</b>



1. GRC staff numbers and salaries remain the same.
2. Ops Mgr. salary is reduced by 27% over previous quarters.
3. Actual rent is 3500/month – HomewardBound to pay difference.
4. Utilities amounts are estimates based on records from previous tenants.
5. Internet & phone expenses are estimates based on staff size.
6. Supplies are estimated based on staff size and services.

### Capital Request

To bring the unit 3 space up to code we would request capital to repair the floor, install epoxy flooring and additional electrical outlets. The estimated cost of these items is approximately 7500.00





May 5, 2025

City of Grand Junction

250 N. 5th Street

Grand Junction, CO 81501

Dear City of Grand Junction Council Members and Staff:

On behalf of First Presbyterian Church, I am pleased to offer our support for HomewardBound's Navigation Center project and the daytime utilization of the North Avenue Shelter and Day Area. We have had the opportunity to work closely with HomewardBound of the Grand Valley in their efforts to eliminate the unwanted condition of homelessness in our community and are confident in their ability to provide the necessary vital and transformational services to help individuals find a path home.

The team at HomewardBound understands the challenges our unhoused population faces and is uniquely suited to support this population in extensive and impactful ways. The Navigation Center will provide access to those ready to transition from being homeless to sustainably housed, supporting individuals with comprehensive case management, nursing services, health care referrals, showers, and storage. In addition, the location near the overnight shelter on North Avenue supports the pipeline that provides individuals living on the street an opportunity to acquire safe, overnight shelter. The Navigation Center will also provide space and opportunities for further collaboration with other organizations and nonprofits in the community. In combination with expanded transportation and day area services at the existing North Avenue location, HomewardBound will be positioned to truly provide the most vital services for our community experiencing homelessness.

Our experience working with HomewardBound of the Grand Valley has shown how committed their organization is to collaboration and innovation. We are proud to partner with them to not only meet the need, but to provide opportunities for change for those in our community who need it most.

We at First Presbyterian Church are proud to support HomewardBound's Navigation Center and all the work they do, providing transformative opportunities for the unhoused community.

Sincerely,

Debe Colby

Director of Outreach & Mission





May 5, 2025

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

Dear City of Grand Junction Council Members and Staff:

On behalf of Roice-Hurst Humane Society, I am pleased to offer our support for HomewardBound of the Grand Valley's Navigation Center project and the daytime utilization of the North Avenue Shelter and Day Area. We have had the opportunity to work closely with HomewardBound of the Grand Valley in their efforts to eliminate the unwanted condition of homelessness in our community and their efforts promote the bonds between people and their pets to create a healthier community.

The team at HomewardBound understands the challenges our unhoused population faces and is uniquely suited to support this population in extensive and impactful ways. The Navigation Center will provide access to those ready to transition from being homeless to sustainably housed, supporting individuals with comprehensive case management, nursing services, health care referrals, showers, and storage. In addition, the location near the overnight shelter on North Avenue supports the pipeline that provides individuals living on the street an opportunity to acquire safe, overnight shelter. The Navigation Center will also provide space and opportunities for further collaboration with other organizations and nonprofits in the community. In combination with expanded transportation and day area services at the existing North Avenue location, HomewardBound will be positioned to truly provide the most vital services for our community experiencing homelessness.

Our experience working with HomewardBound of the Grand Valley has shown how committed their organization is to collaboration and innovation. We have successfully teamed up with the HomewardHounds program as well as collaborated to provide pet vaccinations and low cost spay/neuter options and look forward to continuing to do so in the future.

We at Roice-Hurst are proud to support HomewardBound's Navigation Center and all the work they do, providing transformative opportunities for the unhoused community.

Sincerely,

Zebulon Miracle  
CEO, Roice-Hurst Humane Society

**Roice-Hurst Humane Society, Inc. is a 501(c)(3) nonprofit, tax-exempt Colorado corporation (federal tax ID #84-6048416). This is your receipt for tax purposes. No goods or services were provided in exchange for your donation.**

FOLLOW ROICE-HURST ON



@ROICEHURST @ROICEHURSTHUMANESOCIETY

**P.O. Box 4040, Grand Junction, CO 81502**

**RHhumanesociety.org**

**970.434.7337**





May 5, 2025

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

Dear City of Grand Junction Council Members and Staff:

On behalf of Health Solutions West, I am pleased to offer our support for HomewardBound's Navigation Center project and the expanded daytime use of the North Avenue Shelter and Day Area. We have worked closely with HomewardBound of the Grand Valley and are confident in their ability to deliver the vital and transformational services needed to help individuals find a path home.

HomewardBound's team deeply understands the challenges facing our unhoused neighbors and is uniquely equipped to offer impactful, comprehensive support. The Navigation Center will connect individuals ready to transition to housing with case management, nursing care, referrals, showers, and storage. Its proximity to the North Avenue overnight shelter further strengthens the service pipeline from street to shelter. The Center will also foster collaboration with community organizations, maximizing collective impact.

Our partnership with HomewardBound has shown us their commitment to innovation and collaboration. We are proud to support their work to meet urgent needs and create lasting change for our most vulnerable community members.

Sincerely,

**Heather Hankins**

Chief Operations & Clinical Officer Health Solutions West





**BOARD OF  
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2755 S. Locust St.  
Suite 220,  
Denver CO 80222  
(Administrative Office)  
720-242-9032  
alittlehelp.org

Tax ID: **83-0494129**

May 6, 2025

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

Dear City of Grand Junction Council Members and Staff:

On behalf of A Little Help, I am pleased to offer our support for HomewardBound's Navigation Center project and the daytime utilization of the North Avenue Shelter and Day Area. We have had the opportunity to work closely with HomewardBound of the Grand Valley in their efforts to eliminate the unwanted condition of homelessness in our community and are confident in their ability to provide the necessary vital and transformational services to help individuals find a path home.

The team at HomewardBound understands the challenges our unhoused population faces and is uniquely suited to support this population in extensive and impactful ways. The Navigation Center will provide access to those ready to transition from being homeless to sustainably housed, supporting individuals with comprehensive case management, nursing services, health care referrals, showers, and storage. In addition, the location near the overnight shelter on North Avenue supports the pipeline that provides individuals living on the street an opportunity to acquire safe, overnight shelter. The Navigation Center will also provide space and opportunities for further collaboration with other organizations and nonprofits in the community. In combination with expanded transportation and day area services at the existing North Avenue location, HomewardBound will be positioned to truly provide the most vital services for our community experiencing homelessness.

Our experience working with HomewardBound of the Grand Valley has shown how committed their organization is to collaboration and innovation. We are proud to partner with them to not only meet the need, but to provide opportunities for change for those in our community who need it most.

We at A Little Help are proud to support HomewardBound's Navigation Center and all the work they do, providing transformative opportunities for the unhoused community.

Sincerely,

Tanya Matthias  
Program Director  
A Little Help





May 6, 2025

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

Dear City of Grand Junction Council Members and Staff:

On behalf of the Counseling & Education Center, I would like to offer our support for HomewardBound's Navigation Center project and the daytime utilization of the North Avenue Shelter and Day Area.

We have recently had the opportunity to work closely with HomewardBound of the Grand Valley, at the Pathways Family Shelter, where our therapists are providing counseling to their clients. Our experience working with HomewardBound of the Grand Valley has shown that their organization is committed to collaboration and innovation. We are confident in their ability to provide the necessary vital and transformational services to help individuals find a path home, via the proposed Navigation Center and expanded day area services.

The Navigation Center will provide access to those ready to transition from being homeless to sustainably housed, supporting individuals with comprehensive case management, nursing services, health care referrals, showers, and storage. In addition, the location near the overnight shelter on North Avenue supports the pipeline that provides individuals living on the street an opportunity to acquire safe, overnight shelter. The Navigation Center will also provide space and opportunities for further collaboration with other organizations and nonprofits in the community. In combination with expanded transportation and day area services at the existing North Avenue location, HomewardBound will be positioned to truly provide the most vital services for our community experiencing homelessness.

We at the Counseling & Education Center are proud to support HomewardBound's Navigation Center and the work they do, providing transformative opportunities for the unhoused community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hali Nurnberg', written in a cursive style.

Hali Nurnberg, LPC  
Executive Director

2708 Patterson Road, Grand Junction, CO 81506

MAIN LINE: 970-243-9539 | FAX: 970-245-7493 | [cecwe care.org](http://cecwe care.org)

**MISSION**

*The Counseling & Education Center enriches our community by providing professional, affordable counseling services to all. We envision a future where all people can attain mental wellbeing through access to these services, leading to a healthier community.*



1 RESOLUTION \_ -25

2 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HOMEWARD  
3 BOUND OF THE GRAND VALLEY FOR THE PROVISION OF INTERIM SUPPORTIVE SERVICES  
4 FOR UNHOUSED PEOPLE

5 RECITALS:

6 The City of Grand Junction continues to value collaborative, community-driven efforts  
7 to address homelessness, and housing instability. In alignment with the City Council's  
8 strategic direction, the adopted Unhoused Strategy and Implementation Plan and the  
9 expenditure of funds made pursuant thereto, the City Council acknowledges the  
10 ongoing need for the provision of services to people experiencing houselessness.

11  
12 To maintain continuity of care and reduce service gaps during the transition from the  
13 Resource Center to other shelter and resource operations, the City Council by and with  
14 this Resolution authorizes the City Manager to enter into an agreement with  
15 HOMEWARD BOUND OF THE GRAND VALLEY (HWB) for the City to temporarily fund the  
16 provision of unhoused services at 2851 ½ North Ave Grand Junction, CO 81501. The City  
17 funding may be used for the provision of services including but not limited to, basic  
18 needs access (such as food, restrooms, showers), service navigation, case  
19 management, and connection to behavioral and physical health resources as outlined  
20 in plan dated May 5, 2025 submitted by the Service Provided ("Plan"). The Plan, which  
21 informs the Project, is attached and incorporated by this reference as if fully set forth.

22  
23 The Project will ensure a continued presence of services at the Project location and  
24 when delivered the services are intended to help prevent the disruption of critical  
25 support for vulnerable community members while longer-term plans are being  
26 developed and implemented. Homeward Bound of the Grand Valley will deliver  
27 services in coordination with other partners and alignment with City Council housing  
28 stability and community safety goals.

29  
30 The City Council authorizes the City Manager to contribute funds to support the delivery  
31 of services as outlined in the Proposal through Quarter 3 of 2025.

32  
33 After September 1, 2025, continued funding may occur on a month-to-month basis,  
34 subject to a 30-day advance notice of termination.

35 The City will be issuing a Request for Proposals (RFP) which may identify alternative  
36 service providers or site operations. Depending on the outcome of the RFP, there may  
37 be opportunities for HWB to transition into or establish a business relationship with the  
38 selected provider(s) to continue delivering services as part of an integrated or  
39 restructured model.



40  
41 The City Council has appropriated funds in the 2025 budget, and the City Manager is  
42 authorized by and with this Resolution to execute an agreement with HWB to initiate  
43 and oversee the implementation of this Project and expend funds as provided herein  
44 for the purposes described.  
45

46 **NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Grand Junction  
47 authorizes the City Manager to execute an agreement with HWB for the temporary  
48 funding and support of provision of interim unhoused resource services consistent with  
49 this Resolution with this agreement, and in accordance with the budgeted  
50 appropriation authority.  
51

52  
53 \_\_\_\_\_  
54 Cody Kennedy  
55 President of the City Council  
56

57 ATTEST:  
58

59 \_\_\_\_\_  
60 Selestina Sandoval  
61 City Clerk  
62





## Grand Junction City Council

### Regular Session

Item #4.c.

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**Meeting Date:** May 21, 2025  
**Presented By:** Ashley Chambers, Housing Manager  
**Department:** Community Development  
**Submitted By:** Ashley Chambers, Housing Manager

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### **Information**

#### **SUBJECT:**

A Resolution Authorizing the City Manager to Execute an Agreement with United Way of Mesa County for the Provision of Interim Supportive Services for Unhoused People

#### **RECOMMENDATION:**

Staff recommend UWMC service and resource hub be funded through September 30, 2025 with the opportunity to terminate the agreement thereafter with a 30-day written notice.

#### **EXECUTIVE SUMMARY:**

The City of Grand Junction is facilitating a phased closure of the temporary Resource Center at 261 Ute Avenue, with Homeward Bound of the Grand Valley overseeing operations and United Way of Mesa County (UWMC) managing services through June 30, 2025. During this transition, UWMC is proposing a new temporary centralized Services and Outreach Hub at Hilltop Family Resource Center located at 1129 Colorado Avenue to ensure continued access to vital resources for the unhoused community. This Outreach Hub will offer coordinated services from over 20 agencies, transportation, outreach, and daily support, including integration with Mutual Aid Partners (MAP) and Sunshine Community transportation. Concurrently, the City has released an RFP seeking longer-term solutions for unhoused services. City staff recommend continued funding of the Services and Outreach Hub through September 30, 2025, followed by month-to-month support with a 30-day notice of termination, pending the RFP outcomes and potential role of UWMC in future service delivery.

#### **BACKGROUND OR DETAILED INFORMATION:**

**United Way of Mesa County (UWMC): Resource Center Transition Overview.** As part of the City's planned transition toward the permanent closure of the temporary



Resource Center at 261 Ute Avenue, Homeward Bound of the Grand Valley (HBGV) with UWMC as a subcontractor coordinating the resources and services, they entered into a revised lease agreement with the City of Grand Junction on April 17, 2025. The lease extends through June 30, 2025, and includes an amended Beneficiary Agreement that outlines phased service reductions and operational requirements.

**Resource Center Operations (April–June 2025).** Under the amended agreement, HBGV will maintain daily staffing at the Center, including an On-Site Resource Center Manager and support staff from 9:00 a.m. to 5:00 p.m. on each day the Center is open. UWMC will continue to provide a full time Resource Coordinator who ensures coordination of service providers and resources at the center. The schedule for operations is as follows:

- **April 15 – May 14, 2025:** Open Tuesday through Sunday, 10:00 a.m. – 4:00 p.m.
- **May 15 – June 14, 2025:** Open three days per week, 10:00 a.m. – 4:00 p.m.
- **June 15 – June 29, 2025:** Open one day per week, 10:00 a.m. – 4:00 p.m.
- **June 30, 2025:** The Center will be permanently closed, and services will cease.

**Service and Outreach Hub Proposal.** United Way of Mesa County (UWMC) seeks funding to establish a centralized Services and Outreach Hub at the Hilltop Family Resource Center located at 1129 Colorado Ave. This initiative is designed to provide unhoused individuals in Grand Junction with structured, coordinated access to essential services through partnerships with over 20 local agencies. Through a collaborative effort with over 20 local service providers, the hub will offer case management, behavioral health support, housing navigation, medical services, life skills training, and more—all organized around personalized pathways toward housing stability and employment. This program will serve as a foundational partnership between UWMC, the Joseph Center, and Hilltop Family Resource Center. Additionally, Mutual Aid Partners (MAP) will utilize the site for their distribution day.

The proposal includes daily operations, staffing, transportation, outreach, and an integrated water access program. UWMC will also coordinate all transportation efforts including provision of their own staff and vehicle to transport individuals to critical community resources. In addition, UWMC has partnered with Sunshine Rides, through its new nonprofit arm, Sunshine Community, to continue providing transportation for medical appointments with expansion for rides available for job interviews, financial services, and other essential needs outside of Medicaid coverage. MAP, located on site, will continue to distribute free bus passes and gas cards to eligible individuals.



	Q1	Q2	Q3	Q4	Notes
UW Admin		\$10,000 (invoiced on 4/28/2025)	\$10,000	\$10,000	Already included in RC budget
Staff		\$14,560.00	\$14,560.00	\$14,560.00	Already included in RC budget
Lease		<b>\$1,500.00</b> (June only)	<b>\$4,500.00</b>	<b>\$4,500.00</b>	<b>Bolded = new requests for Satellite site</b>
Transportation			<b>\$2,500.00</b>	<b>\$2,500.00</b>	
Water Access		<b>\$2,137.33</b>	<b>\$2,137.33</b>	<b>\$2,137.33</b>	
Right Response Training (one time)		<b>\$3,000.00</b>			
<b>Total</b>		<b>\$31,197.33</b>	<b>\$33,697.33</b>	<b>\$33,697.33</b>	

**RFP for Long-Term Unhoused Services.** While the satellite interim locations are aimed to assist in providing a continuance of resources to the unhoused, The City, issued an RFP the week of May 12 for a long-term, coordinated approach to serving unhoused residents. The effort supports priorities in the 2023 Unhoused Needs Assessment and 2024 Unhoused Strategy, focusing on housing, shelter, services, and system coordination. Proposals must include a clear operational plan, demonstrate financial stability, and multi-agency team will evaluate submissions based on alignment with City goals, measurable outcomes, and sustainability.

Staff recommend that UWMC's service and resource hub be funded through September 30, 2025, with the opportunity to terminate the agreement thereafter with a 30-day written notice. This will allow for these services to be evaluated against any responsive proposals in the RFP process. This approach ensures continuity of services. Continued support is intended to maintain service access during the evaluation and implementation of longer-term solutions.

#### **FISCAL IMPACT:**

City Council initially approved \$415,800 in the 2025 Housing Budget to support operations of the Resource Center serving unhoused individuals. An additional \$99,200 was subsequently approved for staffing, bringing the total 2025 allocation to \$515,000. This proposal, which includes \$6,637.33 for the second quarter and \$33,697.33 per quarter thereafter, would replace the current Resource Center funding allocation and would not require any additional fiscal resources.

#### **SUGGESTED MOTION:**



I move to (adopt/deny) Resolution 24-25, a resolution authorizing the City Manager to execute an agreement with United Way of Mesa County for the Provision of Interim Supportive Services for the Unhoused.

**Attachments**

1. United Way of Mesa County Services and Outreach Hub Proposal
2. Water Access Outreach Program
3. Budget Summary-UWMC Services & Outreach Hub 2025
4. Faith Rodriguez - UWMC Letter
5. Philip Masters - UWMC Letter
6. Service Provider Relocation Letters
7. RES-TEMPORARY UNHOUSED SERVICES FUNDING UW 20250514



## Funding Proposal

### United Way Services and Outreach Hub

**Submitted to:** City of Grand Junction, Colorado

**Submitted by:** United Way of Mesa County (UWMC)

**Location:** 1129 Colorado Ave, Grand Junction CO 81501

**Proposed Term:** May 1, 2025 – December 31, 2025

**Date:** May 1, 2025

---

### Executive Summary

United Way of Mesa County (UWMC) proposes to establish a comprehensive Services Hub at **Hilltop Family Resource Center**, located at 1129 Colorado Ave. This initiative will serve as a coordinated, one-stop access point for unhoused individuals in Grand Junction to receive critical services in a structured, supportive environment. Through a collaborative effort with over 20 local service providers, the hub will offer case management, behavioral health support, housing navigation, medical services, life skills training, and more—all organized around personalized pathways toward housing stability and employment. This proposal is the foundation in a partnership with the Joseph Center and Hilltop. This funding request includes operational costs, staffing, transportation, outreach, and the integrated **Water Access Program**. The total proposed funding amount is **\$98,592.00 from May 1, 2025- December 31, 2025**, with reevaluation set for the end of 2025.

---

## 1. Operations and Management Structure

**Host Site:** Hilltop Family Resource Center

**Check-in Procedure:** All participants will complete a registration form, including identifying information.

- **Service Scheduling:** Upon check-in, participants receive a daily/weekly service calendar and can sign up for appointments, including access to nursing and case management.
- **Tracking and Accountability:** All guests are registered upon entry and exit. Loitering is not permitted; participants will either be transported off-site via Sunshine Rides or provided with a bus pass after their appointment.



- **Program Goals:** Offer structured, individualized services while tracking participation and outcomes in alignment with long-term goals such as employment and housing.
- 

## 2. On-Site Services to Be Provided

The Services Hub will host a diverse range of partner-provided programs:

- **Health & Recovery:** Nursing (MCPH), Foot Soak Clinic, Accudetox, Vaccine Clinic, Syringe Exchange (CHN), SOAR Peer Recovery, Case Management (RMHP, VA, Mind Springs).
  - **Basic Needs & Wellness:** Water Access Program, Tent Replacement (Red Cross), Lifeline Cellphone (Peer 180), Pet Clinic (Street Dog Coalition), Clothing Closet.
  - **Behavioral Services:** Griffith Center, Sage Brush Recovery, Amos Counseling, Freedom Institute, Shift Counseling.
  - **Skills & Employment:** Job Training, Resume Support, Cooking Matters (Hilltop), Sewing Class, Computer Lab, Life Skills Course.
  - **Creative Support:** Empowerment Through Art.
  - **Other Key Partners:** MAC Team, Neighbor 2 Neighbor Program, Center for Independence, Bike Repair Clinic, Joseph Center
- 

## 3. Intended Use of Facility

- Hilltop will continue its nonprofit programming while leasing **one dedicated office** (\$1,500.00)
    - **1 Room for administrative coordination (Philip's Office) and treatment**
- 

## 4. Safety and Security Measures

- Secure perimeter.
  - Entry is managed through receptionist approval.
  - Guest Expectations agreement (including behavioral guidelines) signed by all participants.
  - Philip Masters, the lead site coordinator, will conduct regular perimeter checks and provide on-site presence for accountability and support.
- 

## 5. Staffing and Hours of Operation



- Hours: **Monday–Friday, 8:30 AM – 5:00 PM**
- 

## 6. Service Partnerships

- **Anchor Partner:** Hilltop
  - **Support Partners:** Over 20 listed providers, with capacity for additional partnerships.  
*Please note: Meals will not be distributed on-site.*
- 

## 7. Access & Eligibility Criteria

- Access is **reserved for individuals participating in scheduled services.**
  - There will be no general loitering or “drop-in” space available.
  - Individuals who are trespassed from the Resource Center will also be restricted from accessing this site until their trespass period ends.
  - UWMC now has HMIS credentials and will have CRN access prior to June 1<sup>st</sup> which will be the method of tracking all individuals and outcomes.
- 

## 8. Site Maintenance & Sanitation

- **Responsibility:** Hilltop
  - UWMC is committed to maintaining cleanliness and being a respectful, compliant tenant.
  - Sanitation and cleanliness standards will be upheld in collaboration with Sunshine Community staff.
- 

## 9. Community Engagement & Impact Mitigation

### A. Outreach & Communication:

- An outreach program led by Philip and volunteers will visit unhoused camps and community meal sites to distribute weekly calendars.
- Monthly calendars will posted on the UWMC website, and all Mesa County Library branches and distributed at meal services around the valley.

### B. United Way Hotline:

- Launching May 1, 2025.



- Offers immediate support for unhoused individuals and de-escalation assistance for community members.
- Collaborative implementation with the Neighbor2Neighbor program.

### **C. Mitigation Strategies:**

- A proposed neighborhood watch program.
- Frequent neighborhood check-ins.
- Consistent, open communication with nearby residents and businesses.

---

## **10. Proposed Term & Budget**

### **Proposed Length:**

**May 1 – December 31, 2025**, with evaluation for renewal in 2026.

### **Budget Breakdown: (Quarterly Breakdown Attached)**

<b>Item</b>	<b>Cost</b>
Office (leased from Hilltop)	\$10,500.00
Salary – Philip Masters (Site Coordinator)	\$43,680.00
Transportation (rides and bus vouchers)	\$5,000.00
UWMC Admin Fee (outreach, supplies, clinics)	\$30,000.00
Water Access Program	\$6,412.00
Right Response Training	\$3,000.00
<b>Total Quarterly Request</b>	<b>\$98,592.00</b>

---

## **Conclusion**

The United Way Services Hub and Outreach Program presents a holistic, community-driven solution to addressing the needs of unhoused individuals in Grand Junction. By providing a structured and compassionate approach, anchored in partnerships, safety, and accountability, we aim to empower our neighbors on their path to stability and self-sufficiency. We respectfully request the City of Grand Junction’s support in funding this collaborative, outcomes-driven program.

**Sincerely,**



*Jaich Rodriguez*

Executive Director, United Way of Mesa County



# Funding Proposal: Water Access Outreach Program

## Project Title

**Water Outreach Access Program**

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## Executive Summary

UWMC seeks funding from the City of Grand Junction to launch a Water Access Program that addresses a critical public health need: consistent and equitable access to clean drinking water for the city's unhoused population. This service has been provided at the Resource Center. Without the Resource Center open, the unhoused population needs access to water as an essential need. T

Grand Junction's unsheltered residents face increasing hardships, particularly during the region's extreme summer temperatures. Many are displaced to remote desert areas where access to fresh water is limited or nonexistent. This program aims to establish reliable water distribution points, implement mobile water delivery services, and provide hydration education to mitigate the risks of dehydration, heatstroke, and other preventable health crises.

By promoting access to this basic human necessity, the program will improve quality of life, reduce emergency medical incidents, and strengthen community resilience through outreach, education, and collaboration.

---

## Statement of Need

Grand Junction experiences dangerously high summer temperatures, often exceeding 100°F. In this arid climate, access to water is a basic necessity —yet for many unhoused individuals, it remains out of reach. Displacement to remote areas like BLM land and the Colorado River corridor compounds this issue due to the lack of nearby infrastructure and limited public water facilities.

Our outreach teams consistently encounter individuals who suffer from dehydration-related conditions. This is a preventable crisis. The absence of accessible hydration resources not only endangers the health of these individuals, but also places a growing strain on emergency responders and healthcare services.



The Water Access Program will provide a direct, community-driven solution to reduce harm, promote public health, and affirm the dignity and rights of our unhoused neighbors.

---

## Program Goals and Objectives

### Primary Goal:

To improve the health and well-being of Grand Junction's unsheltered residents by ensuring reliable access to safe drinking water.

### Objectives:

1. **Procure and deploy a 1,000-gallon mobile water tank** to support direct water distribution in underserved areas.
  2. **Partner with Ute Water Conservancy** to access fill stations at a reduced or waived rate to ensure the program's sustainability.
  3. **Launch a Mobile Water Distribution Program** to provide weekly outreach services in the north desert and other high-need areas during peak summer months.
  4. **Implement a Hydration Outreach and Education Initiative** by mapping water access points and distributing health education materials on dehydration and heat illness.
  5. **Monitor and evaluate the program** through regular tracking of water usage and surveys of program participants to ensure continuous improvement.
- 

## Program Design and Implementation

### 1. Site Selection:

In collaboration with local outreach teams, service providers, and law enforcement, high-need areas such as the north desert will be identified as key sites for mobile distribution.

### 2. Water Distribution Model:

A 1,000-gallon tank mounted on a partner organization's vehicle will serve as the mobile distribution hub. Volunteer outreach teams will distribute water and engage residents in basic hydration safety education.

### 3. Community Partnerships:

The program will engage local organizations to support water access, volunteer recruitment, educational outreach, and program evaluation. The initiative builds on the work of the Basic Needs and Outreach Workgroup and its existing community networks.



#### 4. Monitoring & Evaluation:

The program will track distribution metrics weekly and gather participant feedback monthly. This data will inform program adjustments, demonstrate outcomes, and support future funding proposals.

---

## Budget Overview

Expense Category	Estimated Cost
1,000-Gallon Water Tank	\$900
Bulk Water Access: City of GJ	\$0
(Ute Water: 2x/week, 3 months)	\$156
Gallon Jugs of Water (initial supply)	\$250
Volunteer & Staff Training	\$400
Vehicle Use & Maintenance (fuel, upkeep, insurance)	\$1,000
Monitoring & Evaluation Tools	\$250
<b>Total Estimated Cost (6 months)</b>	<b>\$6,412</b>

#### Funding Request:

We respectfully request **\$6,412** to fund the Water Access Program's start-up and first year of operation.

---

## Sustainability Plan

To maintain this initiative beyond its first year, the Basic Needs and Outreach Workgroup will:

- Seek a formal partnership with the City of Grand Junction and Ute Water Conservancy to secure ongoing access to water at reduced rates.
- Apply for state and philanthropic grants to expand service coverage and extend seasonal operations.
- Leverage community volunteers, in-kind donations, and partnerships with local businesses to minimize costs and build community investment in the program.

This multi-tiered sustainability approach ensures the program will continue meeting the hydration needs of the city's most vulnerable residents.

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## Conclusion

Access to clean drinking water is a human right and a foundational public health need. The Water Access Program offers a timely, effective, and humane solution to the increasing challenges faced by Grand Junction's unhoused population, particularly during the dangerous summer months.



We urge the City of Grand Junction to fund this vital initiative and stand in support of a compassionate, safe, and inclusive community.

Thank you for your consideration.

**Sincerely,**

A handwritten signature in cursive script that reads "Faith Rodriguez". The signature is written in dark ink on a light-colored background.

Faith Rodriguez  
Executive Director  
United Way of Mesa County



	Q1	Q2	Q3	Q4
UW Admin		\$10,000 (invoiced on 4/28/2025)	\$10,000	\$10,000
Staff		\$14,560.00	\$14,560.00	\$14,560.00
Lease		\$1,500.00 (June)	\$4,500.00	\$4,500.00
Transportation			\$2,500.00	\$2,500.00
Water Access		\$2,137.33	\$2,137.33	\$2,137.33
Right Response Training		\$3,000.00		
Total		\$31,197.33	\$33,697.33	\$33,697.33





April 9, 2025

Attention: Mike Bennett, City Manager  
Tamra Allen, Community Development Director  
Ashley Chambers, Housing Manager

On behalf of United Way of Mesa County, I would like to express our sincere gratitude for the opportunity to continue providing essential services to the unhoused community in Grand Junction following the closure of the Resource Center. This is an invaluable chance for us to continue our mission and ensure that the individuals and families who rely on these vital services are not left without support.

We deeply appreciate the City of Grand Junction's commitment to addressing homelessness and your collaboration with local organizations to foster positive outcomes. Our team is dedicated to delivering comprehensive care and we are committed to working together to meet the ongoing needs of the unhoused community.

Thank you for entrusting us with this important responsibility. We look forward to working closely with the City of Grand Junction and other community partners to continue making a meaningful impact.

Please don't hesitate to reach out if there is anything further we can do to support the City's efforts during this transition period. We are eager to contribute to the collective well-being of our community.

Warm regards,

A handwritten signature in cursive script that reads "Faith Rodriguez".

Faith Rodriguez  
Executive Director  
United Way of Mesa County





**65** YEARS OF  
**IMPACT**

Dear Ashley,

I'm writing you to let you know how excited I am to transition to the new location and take what I've learned from our work at the Resource Center with me. I also want to thank you for your dedication and hard work into helping create a safe welcoming space for our unhoused community. I appreciate being given the opportunity to work with United Way and having the support from you and the city. I'm committed to continuing the work we've started and supporting our unhoused community through the services we provide. Your fearless approach and resilient personality has been a great asset and I can't wait to see the great things we accomplish in the future.

**Philip Masters** ([Him/His](#))

Resource Center Outreach and Services Coordinator  
United Way of Mesa County



April 11, 2025

To Whom It May Concern:

Our organization, Sagebrush Recovery, is committed to relocating our service(s) currently being offered at the Resource Center located at 261 Ute Avenue to the United Way Service Center Hub to be located at 1321 Ute Avenue. We will relocate as soon as directed by Philip Masters, United Way of Mesa County Outreach & Service Coordinator. At the Service Center Hub we will be offering "My Path to Recovery" peer support group.

At the United Way Service Center Hub our services will be offered on a sign-up basis. We are excited to have the new space to seamlessly continue services that were previously operated at the Resource Center and continue serving our clients.

Sincerely,

Monica E. Martinez

Peer Recovery Coach

Sagebrush Recovery Services, LLC.



April 11, 2025

To Whom It May Concern:

Our organization, Griffith Centers, is committed to relocating our service(s) currently being offered at the Resource Center located at 261 Ute Avenue to the United Way Service Center Hub to be located at 1321 Ute Avenue. We will relocate as soon as directed by Philip Masters, United Way of Mesa County Outreach & Service Coordinator. At the Service Center Hub we will be offering outpatient behavioral and mental health.

At the United Way Service Center Hub our services will be offered on a sign-up basis. We are excited to have the new space to seamlessly continue services that were previously operated at the Resource Center and continue serving our clients.

Sincerely,

Rebecca Raloff

Community Outreach Coordinator

Griffith center



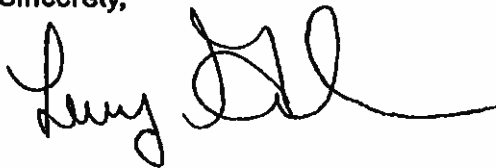
April 11, 2025

To Whom It May Concern:

Our organization, CMU's Moss School of Nursing is committed to relocating our service(s) currently being offered at the Resource Center located at 261 Ute Avenue to the United Way Service Center Hub to be located at 1321 Ute Avenue. We will relocate as soon as directed by Philip Masters, United Way of Mesa County Outreach & Service Coordinator. At the Service Center Hub we will be offering nursing student-led foot soak clinics.

At the United Way Service Center Hub our services will be offered on a sign-up basis. We are excited to have the new space to seamlessly continue services that were previously operated at the Resource Center and continue serving our clients.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lucy Graham', with a long, sweeping horizontal line extending to the right.

Lucy Graham PhD, MPH, RN

Director, Department of Health Sciences

Colorado Mesa University



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Please consider the environment before printing this email.

This message and any attachments may contain confidential or privileged information, and are only for the use of the intended recipient of this message. If you are not the intended recipient, please notify the sender by return email, and delete or destroy this and all copies of this message and all attachments. Any unauthorized disclosure, use, distribution, or reproduction of this message or any attachments is prohibited and may be unlawful.

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**From:** Carissa Finnerty <carissa.finnerty@gjcity.org>  
**Sent:** Monday, April 14, 2025 10:14:02 AM  
**To:** Philip Masters <philip@uwmesacounty.org>  
**Cc:** Faith Rodriguez <faith@uwmesacounty.org>  
**Subject:** Re: Location Change

Good morning Philip,

Similar to the google form you sent last month, I can't sign this letter because the City doesn't see itself as the official host of the clinic.

Although, I can say in writing in this email that the City of Grand Junction Mobility Division does agree to continue assisting with the United Way Bike Repair Clinic at the new location address.

Do you have any concerns about this?

Thank you,

**Carissa Finnerty** (*she/her*)  
Mobility Division AmeriCorps Fellow  
City of Grand Junction  
O: 970-256-4029  
[gjcity.org](http://gjcity.org) | [EngageGJ](#) | [CivicSpark Fellowship](#)  
*CivicSpark is fiscally-sponsored by the Public Health Institute*



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**From:** Philip Masters <philip@uwmesacounty.org>  
**Sent:** Friday, April 11, 2025 3:43 PM  
**Cc:** Faith Rodriguez <faith@uwmesacounty.org>  
**Subject:** Re: Location Change

⚠ **EXTERNAL SENDER** ⚠

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



1 RESOLUTION \_ -25

2 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH UNITED WAY OF  
3 MESA COUNTY FOR THE PROVISION OF INTERIM SUPPORTIVE SERVICES FOR UNHOUSED  
4 PEOPLE

5 RECITALS:

6 The City of Grand Junction continues to value collaborative, community-driven efforts  
7 to address homelessness, and housing instability. In alignment with the City Council's  
8 strategic direction, the adopted Unhoused Strategy and Implementation Plan and the  
9 expenditure of funds made pursuant thereto, the City Council acknowledges the  
10 ongoing need for the provision of services to people experiencing houselessness.

11  
12 To maintain continuity of care and reduce service gaps during the transition from the  
13 Resource Center to other shelter and resource operations, the City Council by and with  
14 this Resolution authorizes the City Manager to enter into an agreement with United Way  
15 of Mesa County (UWCMC) for the City to temporarily fund the provision of unhoused  
16 services at 1129 Colorado Ave Grand Junction, CO 81501 ("Project"). The City funding  
17 may be used for the provision of services including but not limited to, basic needs  
18 access (such as food, restrooms, showers), service navigation, housing-focused case  
19 management, and connection to behavioral and physical health resources as outlined  
20 in plan dated May 14, 2025 submitted by the Service Provided ("Plan"). The Plan, which  
21 informs the Project, is attached and incorporated by this reference as if fully set forth.

22  
23 The Project will ensure a continued presence of services at the Project location and  
24 when delivered the services are intended to help prevent the disruption of critical  
25 support for vulnerable community members while longer-term plans are being  
26 developed and implemented. UWMC will deliver services in coordination with other  
27 partners and alignment with City Council housing stability and community safety goals.

28  
29 The City Council authorizes the City Manager to contribute funds to support the delivery  
30 of services as outlined in the P through Quarter 3 of 2025.

31  
32 After September 1, 2025, continued funding may occur on a month-to-month basis,  
33 subject to a 30-day advance notice of termination.

34 The City will be issuing a Request for Proposals (RFP) which may identify alternative  
35 service providers or site operations. Depending on the outcome of the RFP, there may  
36 be opportunities for UWMC to transition into or establish a business relationship with the  
37 selected provider(s) to continue delivering services as part of an integrated or  
38 restructured model.



40 The City Council has appropriated funds in the 2025 budget, and the City Manager is  
41 authorized by and with this Resolution to execute an agreement with UWMC to initiate  
42 and oversee the implementation of this Project and expend funds as provided herein  
43 for the purposes described.  
44

45 **NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Grand Junction  
46 authorizes the City Manager to execute an agreement with UWMCMC for the  
47 temporary funding and support of provision of interim unhoused resource services  
48 consistent with this Resolution with this agreement, and in accordance with the  
49 budgeted appropriation authority.  
50  
51

52 \_\_\_\_\_  
53 Cody Kennedy  
54 President of the City Council  
55

56 ATTEST:  
57

58 \_\_\_\_\_  
59 Selestina Sandoval  
60 City Clerk  
61





## Grand Junction City Council

### Regular Session

Item #5.a.

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**Meeting Date:** May 21, 2025

**Presented By:** Hannah Ellis, Interim Communications and Engagement Director,  
Johnny McFarland, Assistant to the City Manager

**Department:** City Manager's Office

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

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### **Information**

#### **SUBJECT:**

Update on 2024 Community Satisfaction Survey

#### **RECOMMENDATION:**

This item is for Council update and discussion only.

#### **EXECUTIVE SUMMARY:**

In preparation for the City Council's update of the two-year Strategic Plan, staff is providing the City Council with an overview of the 2024 Community Satisfaction Survey, which provides insights into the community's overall satisfaction with City services, their priorities, and concerns.

#### **BACKGROUND OR DETAILED INFORMATION:**

The City of Grand Junction conducted a community customer satisfaction survey in the summer of 2024, utilizing a survey consultant, RRC Associates. The results were presented to the City Council at the September 18, 2024, Regular Council Meeting.

The survey was mailed to a random sampling of 5,000 city residents to better understand sentiments towards city services and gather ideas for future planning. The statistically valid Community Satisfaction Survey is conducted every two years to support the City Council's development of the Strategic Plan. The purpose of the biannual community survey is to obtain feedback from a representative sample of residents on multiple topics, including:

- Satisfaction with City-provided services, facilities and amenities
- Ratings of overall and specific quality-of-life factors in Grand Junction
- Priorities for issues to be addressed along with allocation of future City funding



- Level of satisfaction with specific neighborhoods and input on desired improvements
- Open-ended feedback on the quality of life in Grand Junction and ideas on needed improvements or policies in the City

A few key themes of the survey results included:

- Positive overall sentiment that the city is moving "in the right direction".
- Crime, homelessness, and growth were the dominant concerns of those expressing negative sentiments.
- Public safety and crime were the top priorities of community members, with the need to manage natural resources, improve roads, and deal with houselessness as high priorities.
- Overall satisfaction with city services is positive, rating 4 out of 5. Only 15 percent reported dissatisfaction.
- Residents were generally satisfied with City communication efforts.
- Residents were extremely satisfied with Fire and EMS service, and had general approval of water, sewer, trash, and recycling.
- There is strong support for additional trails and river access in the city. Indoor sports facilities were also noted as important by respondents.
- Parks and Recreation facilities and programs were positively rated. Recreation facilities received the weakest feedback, which may be correlated with the support noted for more indoor sports facilities.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

For update and discussion only.

**Attachments**

None