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**CITY COUNCIL AGENDA
WEDNESDAY, JUNE 4, 2025
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming June 19, 2025, as Juneteenth in the City of Grand Junction

Public Comments

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

The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, June 4, 2025 or 4) submitting comments [online](#) until noon on Wednesday, June 4, 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. Minutes of the May 21, 2025, Regular Meeting

2. Set Public Hearings

a. Legislative

- i. Introduction of an Ordinance Authorizing the City Manager to Sign a Lease Agreement for 3.14 acres of City Owned Property to the Volunteers of America for Affordable Housing, and Setting a Public Hearing on June 18, 2025
- ii. Introduction of an Ordinance Amending Sections Of The Zoning And Development Code (Title 21 Of The Grand Junction Municipal Code) Regarding Transitional Provisions, Administration And Procedures, Use-Specific Standards For Community Assembly, Short-Term Rentals, And Mini-Warehouse Uses, Accessory Dwelling Unit Use-Specific Standards, Multi-Modal Transportation System Standards, Bicycle Parking And Storage, Public Right-Of-Way Landscaping, And Lighting Height Standards and Setting a Public Hearing for June 18, 2025

3. Procurements

- a. Construction Contract for Palmer Street Safe Routes to School Project (SRTS)

REGULAR AGENDA

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

4. Public Hearings

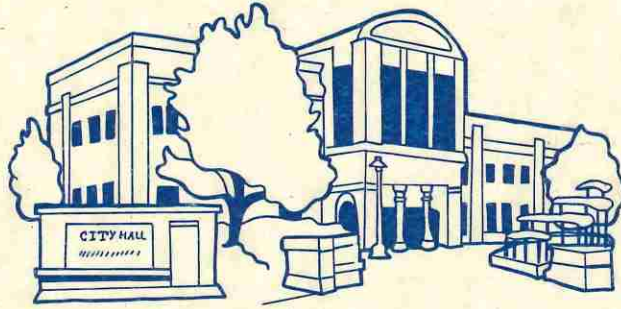
- a. Legislative
 - i. Funding Allocations for the 2025 Community Development Block Grant (CDBG) Program, and Setting a Public Hearing for Adoption of the 2025 Annual Action Plan for July 16, 2025

5. 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.

6. Other Business

7. Adjournment



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and
- Whereas** word about the signing of the Emancipation Proclamation was delayed some two-and one-half years, to June 19, 1865, in reaching authorities and African-Americans specifically in Texas and Southwestern United States; and
- Whereas** Juneteenth is the oldest known celebration commemorating the abolition of slavery and the emancipation of African American slaves in the United States and continues to grow within communities throughout the country, including Mesa County; and
- Whereas,** there are organizations in the Grand Valley, such as Black Citizens and Friends, promoting and cultivating knowledge and appreciation of African American history and culture, while encouraging equity and respect for all people and cultures; and
- Whereas,** the City of Grand Junction a is an inclusive community that encourages a diversity of cultural opportunities; and
- Whereas,** Black Citizens and Friends is hosting a Juneteenth Celebration on Saturday, June 14th, 2025 at Lincoln Park from 2:00 to 6:00 pm.

NOW, THEREFORE, I, Cody Kennedy, Mayor of the City of Grand Junction do hereby proclaim June 19, 2025, as

"Juneteenth"

in the City of Grand Junction acknowledging its significance and encouraging our community to join in this celebration of African American history.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 4th day of June, 2025.

Cody Kennedy

Mayor

Grand Junction City Council
Minutes of the Regular Meeting
May 21, 2025

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 21st day of May, at 5:30 p.m. Those present were Councilmembers Robert Ballard, Scott Beilfuss, Laurel Cole (virtual), Jason Nguyen, Anna Stout, Ben Van Dyke, and Council President Cody Kennedy.

Also present were City Manager Mike Bennett, City Attorney John Shaver, Housing Supervisor Ashley Chambers, Interim Communications and Engagement Director Hannah Ellis, Deputy City Clerk Krystle Koehler and Deputy City Clerk Misty Williams.

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

Proclamations

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

Councilmember Van Dyke read the proclamation, which Gus Hendricks, Interim Fire Chief, and Ginger Oviatt EMS Captain accepted.

Honoring National Peace Corps Volunteers in the City of Grand Junction

Councilmember Beilfuss read the proclamation, which Returned Peace Corps Volunteer Bennett Boeschstein, and District Court Judge Dan Robinson, along with other returned peace corps volunteers accepted.

Appointments

Councilmember Nguyen moved and Councilmember Van Dyke seconded to appoint Adam Nikirk and Beth Washburn to the Historic Preservation Board for partial terms ending December 2025. Motion carried by unanimous voice vote.

Public Comments

Public comments were heard from Amy Czarnecki, John Hodge, Josh Niernberg, George Gatseos, Jenny Nitzky, Matt Bollig, Lillian Dinkins, Leah Lyon, Jean McFall, John Longlin, Ryan Dutch, Tom Acker, Jordyn Madsen, Chesley Dinkins, John Partin, Jeffery

Winters, Nathan Jenkes, Ian Moore, Dave Collins, Debbie Buckley, Betty Fulton, Matt Speth, Shana Wade, Diana Ronney, and Ben Herman.

Council took a short break at 6:58 p.m.

The meeting resumed at 7:10 p.m.

Public comments were resumed and heard from Steve Lightfoot, Caitlin Ceci, Abram Herman, Gabe Kahn, Kristen Bornham, Sandra Tinsman, Dean Bressler, Aaron Healy, Garrett Portra, Karthik Vishwamitra, Penelope Zovan, Aletha Zyvan, Joe Mc Burney, Kari Sholtes, Chris Romero, David Lehman, Coleman Sperando, Kaia Sumpler, Ian Thomas, Jim Hargis, William Riley, Nikki Hann, Thomas Copp, Penny Sholties, and Lee Soifer

City Manager Report

City Manager Mike Bennett reported two upcoming events, Coffee with the City Manager on May 29th at 7:30 a.m. at Fire Station Number 3 and Get to Know Your City June 5th from 4 p.m. to 6 p.m. at the Dos Rios Park Magpie Shelter.

Boards and Commission Liaison Reports

Councilmember Nguyen took this time to extend his deepest apologies about a post on social media.

Councilmember Stout shared that the Colorado Municipal League (CML) requires a consensus every two years for her to continue serving on its Executive Board. She also shared the ribbon-cutting event for 'The Junction,' which is a new downtown housing development.

Councilmember Beilfuss shared he attended the One River Front Interviews and also attended the ribbon cutting for “The Junction.”

Council President Kennedy provided an update on the Grand Junction Economic Partnership, and the Grand Junction Regional Airport.

Councilmember Cole shared that JUCO will be starting on May 24th – May 31st. She encouraged the community to attend the games.

CONSENT AGENDA

1. Approval of Minutes

- a. Summary of May 5, 2025, Workshop

- b. Minutes of 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)

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

REGULAR AGENDA

4.a. A Resolution Regarding Communication and City Council Conduct

This item is for Council consideration and, if approved, adoption of the Resolution.

City Manager Mike Bennet and City Attorney John Shaver gave a short summary of this item and were available to answer questions from Council.

Conversation ensued regarding the importance of how councilmembers conduct themselves.

The public comment period was opened at 8:42 p.m.

Public comment was heard from Abram Herman.

The public comment period closed at 8:44 p.m.

Councilmember Ballard moved and Councilmember Nguyen seconded to adopt Resolution No. 26-25, a resolution regarding communication and City Council Conduct. The motion carried by a unanimous voice vote.

4.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

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.

Housing Supervisor Ashley Chambers, Homeward Bound Chair Emeritus Bill Wade, Homeward Bound Chief of Staff Chris Masters, and Outreach and Services Coordinator for United Way Phillip Masters presented this item and were available to answer questions from Council.

Conversation ensued regarding the need for stable services for the houseless population and current transportation challenges. It was discussed whether existing RFPs could be reevaluated or extended until a more concrete plan is in motion. Additional topics included: addressing housing shortages, assessing what remains in the budget, ensuring neighborhood safety, and evaluating how the funding will be allocated.

The public comment period was opened at 9:11 p.m.

Public comments were heard from Kristen Sidel and Stephania Vasconez.

The public comment period closed at 9:14 p.m.

Councilmember Nguyen moved and Councilmember Stout seconded to adopt Resolution No. 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. The motion carried by a unanimous voice vote.

4.c. A Resolution Authorizing the City Manager to Execute Agreements with United Way of Mesa County for the Provision of Interim Supportive Services for Unhoused People

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.

Housing Supervisor Ashley Chambers, Homeward Bound Chair Emeritus Bill Wade, Homeward Bound Chief of Staff Chris Masters, and Outreach and Services Coordinator for United Way Phillip Masters presented this item and were available to answer questions from Council.

There was no further council discussion.

The public comment period was opened at 9:15 p.m.

There were no comments.

The public comment period closed at 9:15 p.m.

Councilmember Stout moved and Councilmember Nguyen seconded to adopt Resolution No. 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. The motion carried by unanimous voice vote.

5. Other Action Items

a. Update on 2024 Community Satisfaction Survey

In preparation for the City Council's update of the two-year Strategic Plan, staff provided 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.

Interim Communications and Engagement Hannah Ellis presented this item and was available to answer questions from Council.

Discussion took place about whether staff can identify the location of the 17% neighborhood decline; whether this figure was based on a general trend across all neighborhoods, or if specific areas were referenced.

The public comment period was opened at 9:27 p.m.

There were no comments.

The public comment period was closed at 9:27 p.m.

6. Non-Scheduled Comments

There were no comments.

7. Other Business

Discussion took place regarding the next steps for 4th and 5th Street. It was noted that the community has not yet settled on a clear direction and needs to be presented with more options. Concerns were raised about the impact of high vehicle speeds on surrounding neighborhoods. Staff was directed to bring this issue to a future workshop to explore potential solutions and develop a clear plan of action. Additionally, it was encouraged that the newly elected councilmembers become more informed about homelessness, as it remains a complex and pressing issue. The next Mesa County Collaborative for the Unhoused meeting is scheduled for July 21, 2025.

8. Adjournment

The meeting adjourned at 9:33 p.m.

Krystle Koehler
Deputy City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: June 4, 2025

Presented By: Ashley Chambers, Housing Manager

Department: Community Development

Submitted By: Ashley Chambers, Housing Manager

Information

SUBJECT:

Introduction of an Ordinance Authorizing the City Manager to Sign a Lease Agreement for 3.14 acres of City Owned Property to the Volunteers of America for Affordable Housing, and Setting a Public Hearing on June 18, 2025

RECOMMENDATION:

Staff recommends introduction of the ordinance on first reading, passing the ordinance for publication and setting a hearing for June 18, 2025, for consideration of authorization of a lease of City-owned property as described all in accordance with and pursuant to the terms stated in the lease.

EXECUTIVE SUMMARY:

Volunteers of America (VOA), in partnership with the Grand Junction Housing Authority as a special limited partner and with MGL serving as the developer, seeks to lease approximately 3.14 acres at the northwest corner of the 21.48-acre property known as "The Salt Flats" for the development of approximately 112 affordable rental housing units in two phases. Phase 1 will include 70 units for older adults aged 55 and older, with a preference for veterans. Eight of these units will be supported by project-based VASH vouchers to house formerly homeless veterans who meet the age requirement. Following a successful 4% Low Income Housing Tax Credit application, completion of Phase 1 is anticipated by May 2028. Phase 2 is expected to include 42 additional units, with details on population, timeline, and program specifics to be shared in the coming months.

BACKGROUND OR DETAILED INFORMATION:

VOA, a national nonprofit housing and service provider, in collaboration with MGL Partners, a Denver-based for-profit multifamily housing developer, has proposed to develop two phases of deeply affordable housing on a 3.14-acre portion of the Salt Flats property. The project will be developed under a 99-year ground lease from the City and will be submitted to the Colorado Housing and Finance Authority (CHFA) for Low-Income Housing Tax Credit (LIHTC) financing. VOA will serve as owner, operator, and service provider, while MGL will function as the turn-key developer. GJHA is expected to participate as a special limited partner.

Phase 1 of the project will consist of a four-story building with 70 units (58 one-bedroom and 12 two-bedroom apartments), targeting older adults aged 55 and older, with a preference for veterans. The development will include eight project-based VASH vouchers to house formerly homeless veterans who meet the age requirement. All units will serve residents at or below 60% AMI, with an average affordability target of 55% AMI. The design includes 1:1 parking to serve residents, property staff, and case managers. VOA/MGL plans to submit the first LIHTC application to CHFA on August 1, 2025, requesting 4% Federal and State tax credits. If successful, an award is anticipated in November 2025. Construction is expected to begin in February 2027, with project completion by May 1, 2028.

Phase 2 is expected to include approximately 42 additional units in a similar four-story building. The unit mix and population served will be determined in the coming months, with affordability maintained at or below 60% AMI.

This ordinance supports execution of the long-term lease necessary to demonstrate site control for the LIHTC application. To meet the shortened timeline for the application, a draft lease and site sketch is included for the first reading, a full legal description will be finalized for the inclusion of the second reading on June 18, 2025 City Council meeting.

Salt Flats Project

The VOA/MGL project is proposed to be the first site in the development of the full 21.48-acre Salt Flats site located at 450 28 Rd. The Salt Flats property was acquired by the City in January 2025 for \$3.2 million, with a \$2.2 million Proposition 123 Land Banking Grant from CHFA (awarded in January 2024) and a \$1 million city match. Additionally, the City was awarded a \$2 million More Housing Now grant (November 2024) through the Colorado Department of Local Affairs (DOLA), with an \$800,000 city match, to fund infrastructure improvements for the development.

In January 2025, the City issued an RFP for development proposals for the 21.48-acre Salt Flats site. In addition to VOA and MGL Partners, in partnership with the Grand Junction Housing Authority, the City has selected Briqwell, Vertikal, and Rural Homes to develop the Salt Flats property. Together, the selected partners are expected to deliver between 324 and 460 units of mixed-income housing. These developments will include a range of housing types: affordable rental units for seniors, veterans, and families at or

below 60% of the Area Median Income (AMI); for-sale homeownership opportunities for households at or below 100% AMI; attainable for-sale housing at or below 120% AMI (including some market-rate units); and additional affordable rental units serving incomes between 60–120% AMI, with an average income target of 90% AMI. Future development, lease, and sale agreements for these partners are anticipated to come forward in the coming months.

The Salt Flats acquisition and planned development align with the City's 2024 Updated Housing Strategy, which builds on the City's accomplishments and investments over the past 3 years, and is tailored to address identified needs to reflect eleven other key strategies. More specifically, the project aligns with Housing Strategy 3: Leverage City-Owned Land (And/Or Strategically Acquire Properties) For Affordable And Mixed-Income Housing, recognizing the critical role public land and infrastructure play in reducing affordable housing development barriers. Additionally, with the passing of referred ballot question 2B in November 2023, the City can now lease City-owned property for 99 years for affordable and attainable housing.

The property's central location along the 28 Road corridor places it near major employers, retail services, parks, healthcare, and Colorado Mesa University, making it well-suited for a range of income-qualified residents.

This ordinance represents a key step in the implementation of the first phase of development at Salt Flats and reflects the City's commitment to increasing the supply of affordable housing through strategic public-private partnerships and state-supported financing tools.

FISCAL IMPACT:

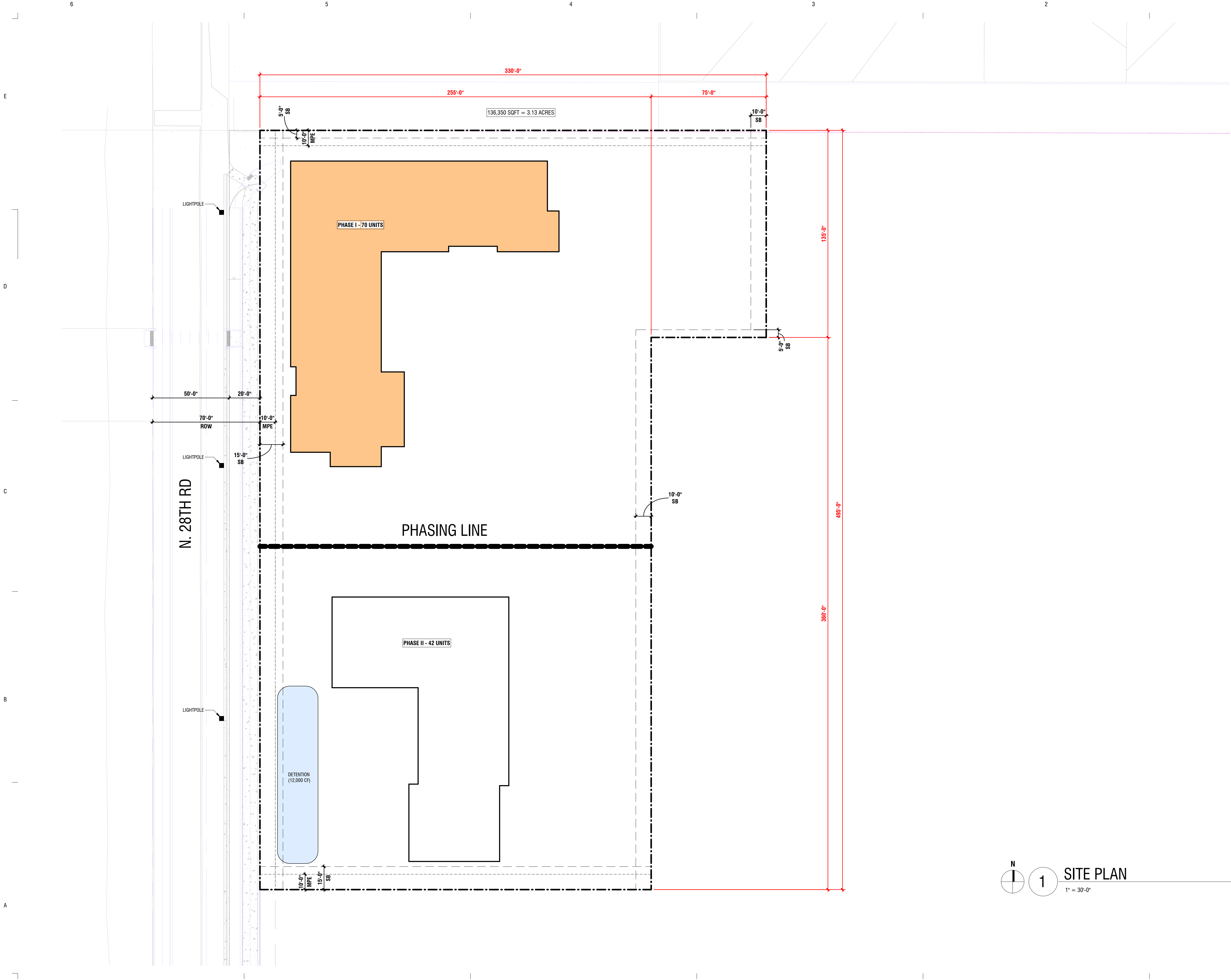
Adopting this ordinance has no fiscal implications.

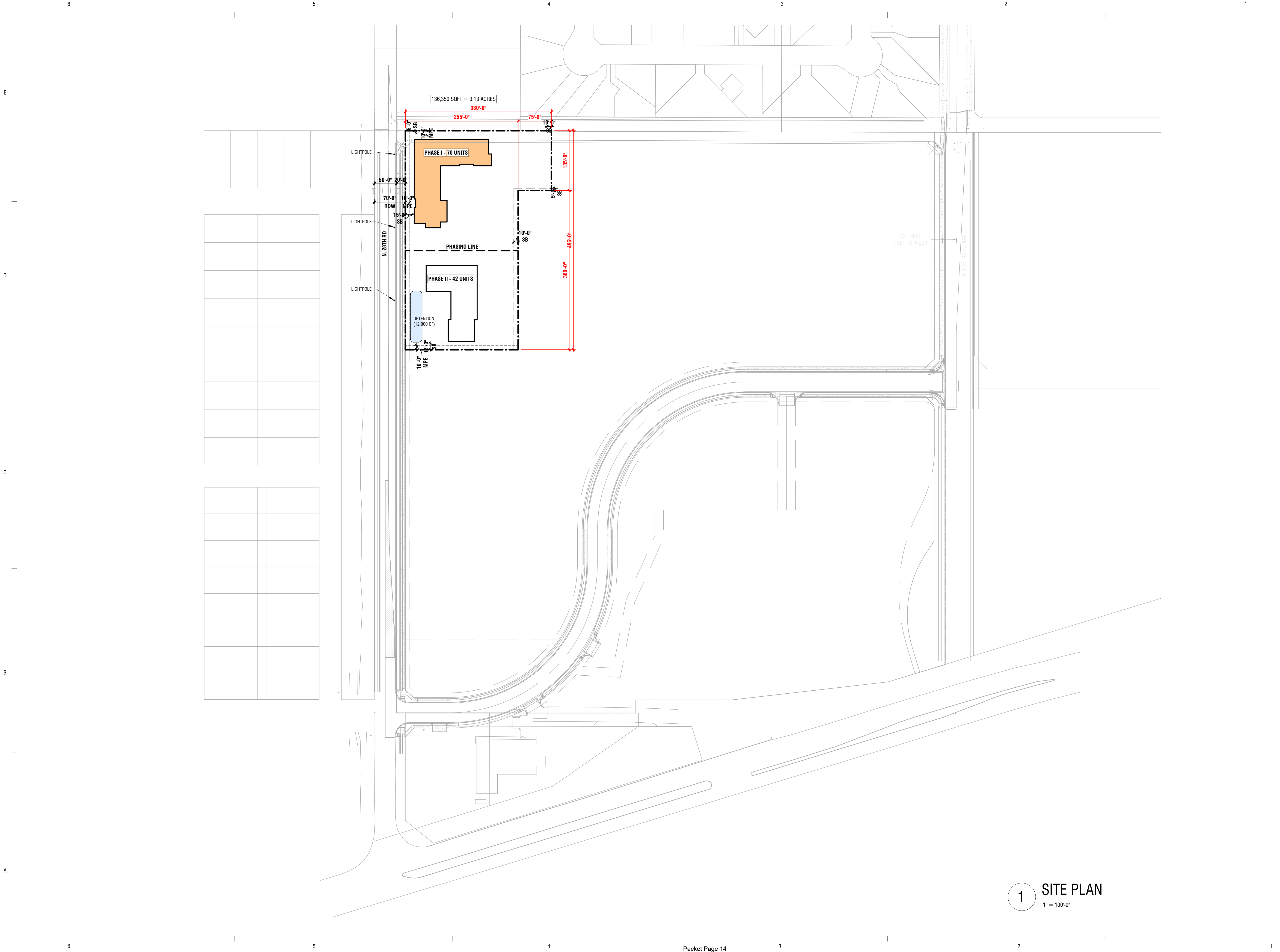
SUGGESTED MOTION:

I move to introduce an Ordinance authorizing the City Manager to Sign a Lease Agreement for 3.14 acres of City-Owned Property for the Volunteers of America for affordable housing development on first reading, direct publication in pamphlet form and set a public hearing for June 18, 2025.

Attachments

1. VOA/MGL Site - Salt Flats
2. ORD-Salt Flats VOA 20250528 ac
3. LEASE-Salt Flats GJHA 20250528





1 SITE PLAN

1" = 100'-0"

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

AN ORDINANCE LEASING +/-3.1 ACRES OF CITY PROPERTY TO VOLUNTEERS OF AMERICA LOCATED AT 450 28 RD GRAND JUNCTION, COLORADO PURSUANT TO VOTER APPROVAL

RECITALS:

In 2024 the City acquired property known as the Salt Flats (Property) for the development of affordable housing. Pursuant to this Ordinance and the lease approved hereby and herewith a portion of the Property, +/-3.1 acres is leased ("Property Lease 1") to Volunteers of America (VOA) for the development of 110 units of affordable rental units to households earning less than 60% AMI.

In November 2023 City voters approved an amendment to the City Charter which allowed the City to lease property by and with adoption of an ordinance for affordable housing and/or workforce housing, as those terms are defined by the City Council for a term not to exceed ninety-nine years. The City Council having been duly advised in the premises does find that that development that will be facilitated with Property Lease 1 is for affordable and/or workforce housing as defined by the Council.

The City Council, by and with approval of this Ordinance does confirm and ratify the actions heretofore taken and more particularly described in Property Lease 1, and specifically finds, determines, and affirms that the lease is for and advances public purposes and advances community interests, all of which are in furtherance of the development/redevelopment of the Property for the purposes for which it was acquired, the purposes authorized by the voters, and in turn for the general community well-being.

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

Incorporating the foregoing Recitals, the City Council does confirm and ratify the actions heretofore taken and more particularly described in the lease agreement by and between VOA/MGL and the City of Grand Junction (Property Lease 1), a copy of which is attached and incorporated by this reference as if fully set forth, leasing the property therein described.

AND FURTHERMORE, BE IT ORDAINED, that this Ordinance, together with Property Lease 1, is deemed by the City Council to discharge the City Charter, as amended, and the laws and ordinances of the City of Grand Junction, Colorado and overall support and advance the public health, safety, and welfare.

Introduced on first reading this 4th day of June 2025 and ordered to be published in pamphlet form.

Adopted on second reading the 18 th day of June 2025 and ordered published in pamphlet form.

Cody Kennedy
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement” or “Lease”) is hereby made and entered into this ____ day of ___, 2025, by and between the City of Grand Junction, a Colorado home rule municipality (“City”), and _____ (“Lessee”) or any successor to Lessee, whose legal address is _____ (hereinafter collectively referred to as the “Parties”).

RECITALS

A. The City is the owner of that certain real property located in the City of Grand Junction, County of Mesa, State of Colorado, described as follows:

[INSERT LEGAL DESCRIPTION] (“Property”)

The Property consists of an approximately 3.6-acre portion of a larger parcel of property (“the Larger Parcel”). The Larger Parcel is described as follows:

LOT 4, GRAND VIEW COMMONS SUBDIVISION, AS PER PLAT RECORDED SEPTEMBER 24, 2024 UNDER RECEPTION NO. 3105054, COUNTY OF MESA, STATE OF COLORADO.

The City acquired the Larger Parcel by warranty deed dated January 9, 2025, Mesa County reception no. 3114329. The City intends to use the Larger Parcel, including the Property, to facilitate the development of affordable housing.

B. Lessee desires to lease the Property from the City with the intention developing affordable rental housing on the Property (the “Project”). To facilitate development of the Project, Lessee will be applying for financing from and tax credits administered through the Colorado Housing and Finance Authority (“CHFA”) in its capacity as the Program Administrator for the Affordable Housing Financing Fund (the “Fund”), managed by the Colorado Office of Economic Development and International Trade (“OEDIT”). CHFA imposes certain requirements (“Ground Lease Requirements”) upon any ground lease in which it will have a security interest in the leasehold interest.

C. By and through that Declaration of Restrictive Covenants recorded January 9, 2025 under reception no. 3114330, County of Mesa, State of Colorado (the “Declaration”), the City as Declarant subjected the Larger Parcel to certain restrictive covenants for the benefit of CHFA.

D. The City has applied for a grant (the “Program Grant”) from CHFA through the Fund’s Land Banking Program (the “Program”) to fund acquisition and development of the Larger Parcel. Accordingly, the City has certain commitments relevant to the Project, as articulated in the Amended and Restated Grand Commitment between the City and CHFA, dated November 24, 2024.

E. The City agrees to lease, as allowed by voter approval for a term of 99 years, the Property to the Lessee and any authorized successor(s) as specified in this Agreement.

NOW, THEREFORE, for and in consideration of the payment of rent and the performance of the promises, covenants, conditions, restrictions, duties, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the Property to the Lessee, as more particularly described in **Exhibit A and depicted in Exhibit B**, which are attached hereto and incorporated herein by this reference. Lessee hereby accepts and leases the Property from the City, for the Term (defined in Section 2 below).

2. Term. The term of this Lease shall commence upon the execution of this lease by the Parties (“Term Commencement Date”) and shall continue for ninety-nine (99) years (“Term”), at which time this lease shall expire, if not extended by voter approval.

3. Rent. Rent for the Property specified in **Exhibit A** during the Term shall be paid in accordance with the following schedule:

- [INSERT RENT SCHEDULE]

Rent shall be due and payable, without the City’s demand, on or before the seventh (7th) day of the month of the year of the Term Commencement Date, until the termination of the Term without proration for the number of days and/or months remaining in such calendar year during which the Agreement becomes effective. Should payment of Rent not be received by the City on or before the seventh (7th) day of the month, Lessee hereby agrees to pay the City a late charge of **\$75.00**, which amount shall be added to the amount of Rent(s) due. Furthermore, should payment of Rent and any late charge not be received by the City on or before the fifteenth (15th) day of the following month, this Lease shall automatically terminate and neither of the Parties shall have any further rights, duties, or obligations under this Agreement.

4. Use and Condition of the Property.

4.1 Lessee agrees that its use and occupancy of the Property shall be subject to all applicable laws, rules, regulations, codes, rulings, and ordinances of any governmental authority, either now in effect or hereafter enacted, having jurisdiction over the Property and Lessee’s use, occupancy, and operations thereon. Lessee agrees that it shall not use nor permit the Property to be used for any other purpose or in any other fashion or manner contrary to the provisions of this Lease or the laws, ordinances, codes, or regulations of any governmental unit or agency exercising jurisdiction over the Property or any use thereon.

4.2 Lessee agrees to maintain, clean, and repair all aspects of the Property at Lessee’s sole cost and expense, including, but not limited to, driveways, fences, parking spaces, lights, or gates located or hereafter constructed by Lessee on the Property, and to not cause damage to the Property or the real or personal property of any party. Lessee agrees that the City shall not be obligated or required to repair damages to any portion or aspect of the Property.

4.3 Lessee has inspected the Property, the rights, and privileges appurtenant thereto, and the laws, rules, regulations, codes, and ordinances governing Lessee’s use, occupancy and operations thereon. Lessee agrees that the condition of the Property and such rights, privileges, rules, regulations, codes, and ordinances are sufficient for the Lessee’s purposes. The City makes no warranties, promises, or representations, express or implied, oral, or written, that the Property is sufficient for the purposes of the Lessee. If the Property is damaged due to fire, flood, or other casualty, or if the Property or any aspect thereof is damaged or deteriorates to the extent that it is no longer functional for the purposes of the Lessee, the City shall have no obligation to repair the Property or to otherwise make the Property usable or occupiable, and damages shall be at Lessee’s own risk.

4.4 Lessee agrees to make a reasonable effort to keep the Property free from noxious weeds. Lessee further agrees that it shall not commit waste nor permit waste, damage, or injury to the Property.

4.5 The Property, as a portion of the Larger Parcel, is subject to all terms, conditions, restrictions, and covenants of the Declaration. To the extent that any provision of this Lease Agreement is more restrictive than the terms of the Declaration, the more restrictive terms of this Lease Agreement shall govern the Property.

5. Non-Liability of the City for Damage. The City shall not be liable for liability or damage claims for injury to persons or property, from any cause relating to the occupancy and use of the Property by Lessee or any person or interest claiming by or through the Lessee or any successor(s) thereto, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the Lease Term or any extension thereof, nor for any injury or damage to any property of the Lessee or any other party, from any cause whatsoever. Lessee and any successor(s) thereto agree to indemnify the City, its officers, employees, and agents, and hold the same harmless from all liability, loss, or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

Furthermore, the City shall not be liable to Lessee for any damages, or any loss of profits or loss of opportunities claimed by Lessee or any successor(s) thereto or for interruption of Lessee's or any successor's(s') business or operations resulting from the environmental condition of the Property, fire, the elements, or casualty, of any kind.

6. Hazardous Substances.

6.1 The term "Hazardous Substances" as used in this Agreement, shall mean any substance which is; defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law enacted by any federal, state and local governmental agency or other governmental authority; a petroleum hydrocarbon, including, but not limited to, crude oil or any fraction thereof; hazardous, toxic or reproductive toxicant; regulated pursuant to any law; any pesticide or herbicide regulated under state or federal law.

The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety of the environment, either now in force or hereafter enacted.

6.2 Lessee shall not cause or permit to occur by Lessee or Lessee's agents, guests, invitees, contractors, licensees, or employees the following:

(a) Any violation of any Environmental Law on, under or about the Property or arising from Lessee's use and occupancy of the Property, including, but not limited to, air, soil and groundwater conditions; or

(b) the use, generation, accidental or uncontrolled release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance in violation of any federal state or local law, ordinance or regulation either now in force or hereafter enacted.

7. Environmental Clean-Up.

7.1 The following provisions shall be applicable to Lessee and to Lessee's agents, guests, invitees, contractors, licensees, and employees:

(a) Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances;

(b) Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or to comply with all requirements of all governmental authorities (the "Authorities") under Environmental Laws and other applicable laws,

(c) Should any Authority or the City demand that a clean-up plan be prepared and that a clean-up plan be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.

(d) Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances requested by any Authority. If Lessee falls to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and, in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or other applicable law shall constitute a waiver of any of Lessee's obligations hereunder.

(e) Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

7.2 Lessee shall indemnify, defend and hold the City, its officers, employees and agents harmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur during the term of this Lease or any extension thereof, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

8. Lessee's Obligation to Produce Affordable Housing Units

8.1 As a condition of the Program Grant, the City is subject to certain milestones that must be met for development of 324 affordable-housing units on the Larger Parcel. To enable the City to meet those milestones, Lessee's development of the Property shall be subject to certain conditions.

8.2 Lessee shall produce on the Property affordable housing units, defined as rental units that are restricted to households with annual incomes at or below sixty percent (60%) of AMI, under the following timetable: 110 units shall be developed in two phases within 7 years of January 9, 2025, the

day the City purchased the Larger Parcel. Development of the 110 units shall be considered complete under this Lease Agreement if and only if both phases of development have been fully funded, and fully permitted by the City.

8.3 AMI, as well as the maximum rental rates that can be charged to tenants of the Project, shall be determined periodically as set by the United States Department of Housing and Urban Development (HUD) and/or CHFA.

8.4 Failure by the Lessee to adhere to the timetable of section 8.1 shall be deemed a default under the terms of this Lease Agreement entitling the City to exercise the remedies enumerated in section 10 below. Furthermore, and in addition to the available remedies of section 10 below, failure to adhere to the timetable as to any portion of the Project shall result in any undeveloped portion of the Property shall result in termination of this lease and reversion of that portion of the Property to the City, at the City's sole discretion.

8.5 Lessee may request in writing, and the City may grant in its sole discretion, a single, one-year extension on the timetable identified in section 8.1 above.

9. Reporting Obligations

9.1 As a condition of the Program Grant, the City is obligated to adhere to certain quarterly reporting requirements. In order for the City to meet those requirements, Lessee shall be obligated to report the necessary information to the City.

9.2 Reports from Lessee to the City shall be due on the 15th of the month immediately following the conclusion of each quarter, with the first report being due on or before October 15, 2025. Reporting requirements are enumerated in the attached **Exhibit C**, which is incorporated into this Lease Agreement by this reference. [ATTACH EXHIBIT B FROM CITY'S "AMENDED AND RESTATED GRANT COMMITMENT" WITH CHFA]

9.3 The City may also request additional reporting to ensure compliance with Proposition 123 and may conduct periodic audits at its discretion as deemed necessary to ensure compliance with the terms of this Lease Agreement.

10. CHFA Ground Lease Requirements

10.1 The requirements imposed by CHFA upon lessees referenced in Recital B above are enumerated in the attached **Exhibit D**, which is incorporated into this Lease Agreement by this reference. [ATTACH THE EXHIBIT E, GROUND LEASE REQUIREMENTS, PROVIDED TO US BY COUNSEL FOR MGL/VOA]

10.2 Neither Lessee, nor any successor or assign, nor CHFA, nor any other third party, shall have any legal or equitable recourse against the City arising out of or related to Lessee's or its successors or assigns failure to meet the requirements of the Ground Lease Requirements.

11. Environmental Sustainability Standards

11.1 Pursuant to the terms of the Program Grant, the City must ensure that the Project meets certain Environmental Sustainability Standards (the "Standards"). Accordingly, Lessee is required under the terms of this lease to meet these standards.

11.2 To meet these Standards, the Project must achieve certification from one of the following:

- 2020 Enterprise Green Communities (EGC)
- Leadership in Energy and Environmental Design LEED v.4.1 (LEED)
- National Green Building Standards NGBS ICC-700-2020 (NGBS)
- Zero Energy Ready Homes standard (US DOE)

11.3 Additionally, buildings in the Project must be all-electric, using high efficiency electric appliances such as heat pumps and heat pump water heaters, or a mixed-fuel building that includes pre-wiring for efficient electric heating and appliances and includes pre-wiring to enable future installation of EV charging station(s) of at least 10% of parking spots.

11.4 Finally, buildings in the Project must utilize water-efficient design inside and outside. Full guidance can be found at coloradowaterwise.org.

12. Default; Sublet; Termination; Assignment.

12.1 Should Lessee: (a) default in the performance of its agreements or obligations herein and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee; or (b) abandon or vacate the Property; or (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed; the City, at the City's option, may cancel and annul this Lease at once and enter and take possession of the Property immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be performed by Lessee. Upon reentry the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee, including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

12.2 Except as otherwise provided for automatic and immediate termination, if Lessee is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days (to remedy) with respect to a similar subsequent default, but rather, Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

12.3 Lessee shall not assign or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees, agents, and clientele of Lessee, to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City, and the written consent of CHFA. Any attempt to sublet, assign or transfer without the prior written consent of the City and CHFA shall be void *ab initio*. In the event an assignment of this Lease or a sublease is authorized by the City and CHFA, lessee shall not be released from Lessee's obligations and duties under this Lease and this Lease shall remain in full force and

effect. Any consent by the City and CHFA shall not be a consent to a subsequent assignment, sublease, or occupation by any other party. Any unauthorized assignment, sublease, or permission to occupy by Lessee shall be void and shaft, at the option of the City and CHFA, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City and written approval by CHFA.

12.4 Lessee shall not engage or allow any contractor, material man or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien.

13. Lessee hereby authorizes CHFA, OEDIT, and the City to use information regarding or relating to the Project to publicize and/or report on their financing activities in any manner of communication or media including, but not limited to, in press releases, websites, social media, flyers, advertisement, community reports, etc., without further authorization or the consent of Lessee, provided that confidential or other proprietary information is not shared. Lessee agrees to obtain prior written approval from CHFA, OEDIT and/or the City prior to using the name or logo of CHFA, OEDIT and/or the City in any press release, media events, website, social media or any other public communication.

14. Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The City and Lessee agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

- Notices. All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, by email, or by hand or courier service as follows:

To the City:
City of Grand Junction
City Manager
250 N. 5th Street
Grand Junction, CO 81501

With Copies to:
City of Grand Junction
City Attorney
250 North 5th Street
Grand Junction, CO 81501

To the Lessee:

With Copies to:

All notices shall be deemed given: (1) if sent by mail, when deposited in the mail; (2) if delivered by hand or courier service, when delivered; or (3) if sent via email, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

14. Not a Partnership.

14.1 The City, by entering into this Lease Agreement, does not part with its entire possession of the Property, but only so far as it is necessary to enable Lessee to use the Property and carry out the terms and provisions of this Lease. It is expressly agreed between the Parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees

and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify, and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

14.2 The City hereby reserves the right to at all times have its officers, employees and agents enter into and upon the demised premises and every part thereof and to do such acts and things as may be deemed necessary for protection of the City's interests therein.

15. Enforcement; Partial Invalidity; Governing Law.

15.1 If the Parties are required to commence or prosecute any legal action to determine the rights, duties, and obligations hereunder or to otherwise enforce this Agreement, then the prevailing party shall be entitled to the payment of their reasonable attorneys' fees and court costs, including those incurred for any successful appeal.

15.2 In case any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed and given effect as if such invalid or illegal or unenforceable term or provision had never been contained herein. Upon such determination that any term or provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to sever the invalid, illegal or unenforceable term or provision and modify this Agreement so as to give effect to the original intent of the Parties as closely as possible so that the transactions, agreements, covenants and obligations contemplated herein are consummated as originally intended to the fullest extent possible.

15.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

16. Surrender; Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Property, Lessee agrees that Lessee shall pay to the City the sum of **\$100.00** per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said **\$100.00** daily fee is an appropriate liquidated damages amount.

17. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties. The

parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

18. Execution in Counterparts. This Agreement may be executed in one or more counterparts including scanned and emailed counterparts each counterpart to be considered an original portion of this Agreement, and all of which together shall constitute a single instrument. A photocopy of this Agreement may be used in lieu of an original in any action or proceeding brought to enforce or construe this Agreement.

19. Headings Not Part of Agreement. The headings contained in this Agreement are for convenience only, do not constitute part of this Agreement, and shall not limit, affect the interpretation of, or otherwise affect in any way the provisions of this Agreement.

20. Interpretation of the Agreement. This Agreement was drafted jointly by the Parties and shall not construed against any party hereto.

21. Further Assurances. The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

IN WITNESS WHEREOF, the Parties have caused for the execution and made this Lease effective as of the date first set forth above.

**THE CITY OF GRAND JUNCTION,
a Colorado Home Rule Municipality:**

Attest:

By: _____
Mike Bennett, City Manager

By: _____
Selestina Sandoval, City Clerk

LESSEE:

By: _____

(Print Name)

Its: _____

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

DRAFT



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: June 4, 2025

Presented By: Niki Galehouse, Planning Manager

Department: Community Development

Submitted By: Niki Galehouse, Planning Manager

Information

SUBJECT:

Introduction of an Ordinance Amending Sections Of The Zoning And Development Code (Title 21 Of The Grand Junction Municipal Code) Regarding Transitional Provisions, Administration And Procedures, Use-Specific Standards For Community Assembly, Short-Term Rentals, And Mini-Warehouse Uses, Accessory Dwelling Unit Use-Specific Standards, Multi-Modal Transportation System Standards, Bicycle Parking And Storage, Public Right-Of-Way Landscaping, And Lighting Height Standards and Setting a Public Hearing for June 18, 2025

RECOMMENDATION:

Planning Commission heard this request at its May 27, 2025 meeting and voted (6-0) to recommend approval of the request with the following modifications:

- GJMC 21.04.040(e)(1)(i)(C)c. - Removal of the modification to an objective design standard for ADUs, resulting in an elimination of design standards. It was discussed that this would open up possibilities for ADU construction and have a positive impact on affordability.
- GJMC 21.05.020(e)(2)(iii)(A) - Section added to ordinance to strike a reference to GJMC 29.24.020, which no longer exists. Minimum Access is defined within subsection (A) and does not need a reference.
- GJMC 21.05.050(c-d) - This section has been removed from the ordinance. Planning Commission wanted further research into the history of the provision and to have additional discussion on the item.
- GJMC 21.08.020(c)(2) - Modification of the language to add "or width" and to change "shall not conflict with" to "shall not reduce" to ensure that the language has clear intent.

EXECUTIVE SUMMARY:

When the Zoning & Development Code was repealed and replaced on December 20, 2023, it was anticipated that there would be necessary revisions to provide clarity and alleviate practical issues with implementation. Staff has identified several items that were amended which inadvertently conflict with standard practice or could use additional clarification. The proposed amendments address various sections of the Code and add applicable definitions as needed. In addition, the amendments address items of a similar nature and scope as those associated with the adoption of the 2023 Zoning & Development Code that have arisen in the general course of usage, as well as a set of revisions based on compliance with HB24-1152.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The City contracted with Clarion Associates in December 2021 to update the City's Zoning and Development Code with the intent of updating regulations to better reflect the key principles and policies described in the 2020 One Grand Junction Comprehensive Plan, achieve a higher level of regulatory efficiency, consistency, and simplicity, and identify constraints and opportunities for affordable and attainable housing, consistent with those identified in the City's recently adopted Housing Strategies. When the Zoning & Development Code was repealed and replaced on December 20, 2023, it was anticipated that there would be necessary revisions to provide clarity and alleviate practical issues with implementation. Staff has identified several items that were amended, which inadvertently conflict with standard practice or could use additional clarification. The proposed amendments address various sections of the Code and add applicable definitions as needed, which are outlined in the following sections.

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

In the 2024 legislative session, the State adopted HB 24-1152 which created new regulations and exemptions regarding Accessory Dwelling Units (ADUs). Subject jurisdictions, of which the City is one, must comply with this new law by June 30, 2025. This set of amendments also includes revisions to ensure this compliance, including removal of parking requirements, updates to design and dimensional standards, and clarification of the effectiveness of Planned Development (PD) restrictions.

GJMC 21.01.110(c)(2) Transitional Provisions - Applications in Progress

Table 21.01-1 lists a Site Plan under a Planned Development; however, it is a form of a Final Development Plan and does not need to be listed separately. It is being removed for clarity. In addition, the notes under the table are moved to the text of the section for readability.

21.02.030(a) & (g); 21.04.040(l) Commonly Applicable Procedures, Public Notice; Major Subdivision Public Notice

The two tables related to public notice provisions, Table 21.02-3 and Table 21.02-4, contained conflicts and did not accurately represent requirements. They have been revised accordingly. In addition, as part of the 2023 ZDC update, a Minor Site Plan was inadvertently required to provide mailed and signed notice where they previously were not. This requirement is being removed. The Major Subdivision review procedures provided a separate requirement for notice that conflicted with standard procedures and is being removed.

GJMC 21.02.040(j) Subdivision, Minor

There are two references to the number of new lots being created within a minor subdivision, which conflict at worst and are difficult to interpret at best. This revision proposes a change to add clarity that within a 10-year period, a property may not create more than three additional lots for a total of 4 lots.

GJMC 21.02.050(c) Annexation

There was an incorrect section reference to the rezoning criteria for zoning of annexed areas. This amendment corrects this. In addition, it also removes language that discussed County zoning that is no longer applicable to annexed properties.

GJMC 21.02.050(j)(5-6); 21.04.040(e)(1)(i) Accessory Dwelling Unit (ADU) Standards

The proposed revisions to the ADU standards address compliance with HB 24-1152. The revisions in GJMC 21.02.050(j) address the ability of Planned Developments (PDs) to regulate and/or prohibit ADUs. They add clarity that any PD may not regulate in a manner that it in conflict with City standards for ADUs, and that they must be a permitted use where a single-unit detached dwelling is allowed. They clarify that where a PD has been previously approved that conflicts with this or prohibits the use, the standards or prohibition shall not be enforced.

The revisions in GJMC 21.04.040(e)(1)(i) amend a few details about ADU regulations, including allowing the use of principal structure-side setbacks and transitioning design standards for the ADU to be objective, based on three specific criteria. HB24-1152 does allow for parking spaces to be required in certain situations. However, the process and criteria are limited, and in most areas where ADUs are prevalent, they would not be met, so the staff's recommendation is to remove the requirement for the ADU to demonstrate parking. It also amends the definition of 'dwelling unit' to be consistent with the State definition.

GJMC 21.04.030(c),(d),(e) Use-Specific Standards: Community Assembly, Short-Term Rentals, Mini-Warehouse

Three changes are proposed to Use-Specific Standards for Community Assembly Uses, Short-Term Rentals (STRs), and Mini-Warehouses. Community Assembly uses contained a provision that allowed for the front yard setback area to count towards landscaping requirements. This was a carryover from the 2010 ZDC. However, there does not seem to be a rationale for why it would not apply to all properties. STR standards concerning vehicle access to a short-term rental via shared driveway effectively require permission from neighbors to establish a short-term rental when a

driveway is shared, which would be difficult and is not necessary. Parking is not permitted on a shared driveway, so access to the home should not be limited, and any issues that arise from its use would be a civil matter between neighbors. Finally, for the Mini-Warehouse use, there has been inconsistent application regarding the need to pave areas for the storage of RVs and boats. This revision clarifies that these areas may have a gravel or permeable surface, similar to that of a temporary parking lot.

GJMC 21.05.020(e)(2-3) Multi-Modal Transportation System

The Required Street Improvements section of the multi-modal transportation system requirements were revised with the 2023 ZDC adoption. As part of this, an inadvertent conflict was created in which one section required local streets on the perimeter to be constructed while another indicated that they may not be. The intent was that the latter only apply to collector and arterial streets; this revision provides that clarity.

Second, there is a historic provision in the ZDC which provides a deferral for existing local street improvements, but only those which were in areas originally developed in Mesa County. There is a desire to remove this restriction, which this amendment accomplishes.

GJMC 21.05.050(c-d) Bulk Storage for Residential Attached and Multifamily Development

Having bulk storage facilities available was required for all multifamily under the old code and included a square footage minimum. The 2023 ZDC language is easier to comply with but needs clarification that such storage is required. Additionally, it was misplaced in the section which applies to developments with three or more principal structures when it should apply to all residential attached and multifamily development.

GJMC 21.08.020(a),(c-d) Bicycle Parking and Storage (This item has been removed from the draft ordinance pursuant to Planning Commission recommendation.)

It has come to light that the requirement for bicycle parking on some industrial uses, namely warehouse uses with large portions of buildings dedicated to storage, should not be held to the same ratios as other uses. This amendment provides that exclusion. Additionally, the Design Standards for bicycle spaces have caused some difficulty in their application, as the plain reading of the language is not practical for how bike racks are designed and utilized. The standards are being amended to reflect this. Finally, the Alternative Bicycle Parking provision lacks clarity regarding when it should be applicable, which is added in this language.

GJMC 21.07.070(b) Right-of-Way Landscaping

The language in the right-of-way landscaping section can be interpreted to require trees, shrubs, and groundcover, which is not appropriate in all situations. There are cases which warrant only groundcover being provided, which was the intent of this section. This revision addresses that concern.

GJMC 21.11.050(b) Lighting Height

The 2010 ZDC provided for alternative height allowances for outdoor recreational

facilities. However, the 2023 update inadvertently limited this to sports fields. This revision corrects this and reverts back to the outdoor recreational facilities language.

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on May 17, 2025, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between May 20 and May 26, 2025, through the GJSpeaks platform.

ANALYSIS

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

(A) Consistency with Comprehensive Plan

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

The proposed amendments to the 2023 Zoning & Development Code, Title 25, and the revisions to the overlay districts are generally consistent with the Comprehensive Plan. Plan Principle 11 seeks to create effective government through Strategy 3.c., which encourages the evaluation of existing practices and systems to find opportunities for improvement of outcomes. The proposed revisions are the result of a constant evaluation of existing practices and regulations and seek to provide resolution and excellent customer service. Staff finds this criterion has been met.

(B) Consistency with Zoning and Development Code Standards

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

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

(C) Specific Reasons

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

The proposed amendments to the 2023 Zoning & Development Code, Title 25, and the revisions to the overlay districts all meet specific reasons identified in this criterion for review. Each amendment is identified with its appropriate reason below.

- a. To address trends in development or regulatory practices;
Accessory Dwelling Units: The revisions to the Accessory Dwelling Unit standards **respond to a regulatory practice** whereby the State of Colorado has issued a local preemption and specific requirements that the City must comply with for the regulation of ADUs.

- b. To expand, modify, or add requirements for development in general or to address specific development issues;

Community Assembly Standards: The amendment to the Community Assembly standards **modifies requirements** to provide clarity surrounding the areas of a site where landscaping may be counted towards code requirements.

Mini-Warehouse Standards: This amendment **modifies requirements** to provide clarity that can have a significant impact on the development cost for areas which provide storage for RVs and boats. This represents a move towards flexibility in the requirements with a practical approach.

Multi-Modal Transportation System: The amendments to the multi-modal transportation system standards **modify requirements** to remove an existing conflict within the required street improvements section and to broaden the applicability of the deferral of local street improvements.

Bulk Storage for Residential Attached and Multifamily Development: The amendment to the bulk storage standards **modifies requirements** to ensure that these facilities are provided on all developments of these product types.

Bicycle Parking and Storage: The amendments to the bicycle parking and storage standards **modify requirements** to ensure that there is practical application of these standards that allows for reasonable development. **(This item has been removed from the ordinance pursuant to Planning Commission recommendation.)**

Right-of-Way Landscaping: The amendment to the right-of-way landscaping standards **modifies requirements** to allow flexibility in the required plantings that can account for the existing conditions of each particular roadway.

Lighting Height: The amendment to the lighting height standards **modifies requirements** to ensure that outdoor recreational facilities can be properly lit for safety and use as appropriate to the site.

- c. To add, modify or expand zone districts; or

- d. To clarify or modify procedures for processing development applications.

Transitional Provisions: This code provision is being amended to **modify procedures** for projects that are in various stages of development approvals with the transition of the Zoning and Development Code. It is intended to provide clarity about these provisions.

Public Notice Requirements: The amendments to the public notice requirements **clarify and modify procedures** to allow for a logical application of notice practice. They remove the requirement for a minor site plan to provide mailed and sign notices.

Minor Subdivisions: The amendments to the Minor Subdivision section of the Code **clarify requirements**, ensuring that it is readily apparent how many new lots may be created through the process before a major subdivision is triggered.

Annexations: The amendments to the Annexation process **clarify requirements**, providing the correct section reference and removing outdated language.

Short-Term Rentals: The amendments to the STR standards **modify requirements**, reducing the need for an applicant to provide documentation that they have permission from their neighbors to use a shared driveway for a STR.

Staff finds this criterion has been met.

RECOMMENDATION AND FINDINGS OF FACT

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

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

Planning Commission heard this request at its May 27, 2025 meeting and voted (6-0) to recommend approval of the request with the following modifications:

- GJMC 21.04.040(e)(1)(i)(C)c. - Removal of the modification to an objective design standard for ADUs, resulting in an elimination of design standards. It was discussed that this would open up possibilities for ADU construction and have a positive impact on affordability.
- GJMC 21.05.020(e)(2)(iii)(A) - Section added to ordinance to strike a reference to GJMC 29.24.020, which no longer exists. Minimum Access is defined within subsection (A) and does not need a reference.
- GJMC 21.05.050(c-d) - This section has been removed from the ordinance. Planning Commission wanted further research into the history of the provision and to have additional discussion on the item.
- GJMC 21.08.020(c)(2) - Modification of the language to add "or width" and to change "shall not conflict with" to "shall not reduce" to ensure that the language has clear intent.

These changes are reflected in the ordinance attached to this agenda item.

FISCAL IMPACT:

There is no direct fiscal impact associated with this request.

SUGGESTED MOTION:

I move to introduce an ordinance amending Title 21 Zoning and Development Code of the Grand Junction Municipal Code, and set a public hearing for June 18, 2025.

Attachments

1. Planning Commission Minutes - 2025 - May 27 - DRAFT
2. ORD-ZDC Amendments Q2 20250528

GRAND JUNCTION PLANNING COMMISSION
May 27, 2025, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:31 p.m. by Chairman Teske.

Those present were Planning Commissioners; Ken Scissors, Sandra Weckerly, Ian Moore, Robert Quintero, and Ian Thomas.

Also present were Jamie Beard (Assistant City Attorney), Niki Galehouse (Planning Manager), Jessica Johnsen (Zoning Supervisor), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 5 members of the public in attendance, and 0 virtually.

Commissioner Moore nominated Commissioner Scissors for the Chairman of the Planning Commission.

*Chairman Teske moved to elect Commissioner Scissors as Chairman.
Commissioner Quintero seconded; motion passed 5-0.*

Commissioner Moore nominated Commissioner Quintero for the Vice Chairman of the Planning Commission.

*Commissioner Teske nominated Commissioner Quintero as Vice Chairman.
Commissioner Scissors seconded; motion passed 5-0.*

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from April 22, 2025.

2. Grand West Utility Easement Vacation

Consider a request to vacate a 15-foot drainage, landscape, and utility easement on a 17.54-acre parcel located at 2980 Highway 50. RESCHEDULED TO JUNE 10

Commissioner Thomas moved to approve the Consent Agenda.

Commissioner Quintero seconded; motion passed 6-0.

REGULAR AGENDA

1. 30 Road Retail/Office/Storage CUP

CUP-2025-88

Consider a request for a Conditional Use Permit (CUP) for a proposed 6,000 sf Retail and 60,820 sf Mini-Warehouse on a 4.20-acre portion of the property located at 492 30 Road in a MU-1 (Mixed-Use Neighborhood) zone district.

Staff Presentation

Jessica Johnsen, Zoning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

Markus Jones with Summit Point Partners LLC gave a brief presentation with renderings of what the development could look like.

Questions for Staff

Commissioner Moore asked why the Conditional Use Permit was required and under what circumstances the CUP would expire or be revoked.

Chairman Scissors asked how the property could be zoned MU-1 if the future landuse was Commercial. He asked why the property was zoned MU-1 instead of MU-2 or MU-3.

Commissioner Weckerly clarified that the legacy B-1 zone district was combined with the legacy R-O zone district to create the current MU-1 zone district. She added that mini-warehouse is an allowed use in the Residential High zone districts.

Commissioner Quintero asked when the zoning code was updated.

Commissioner Thomas asked if the property could be redeveloped as a residential use in the future.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, May 20, 2025, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 6:04 p.m. on May 27, 2025.

The Public Hearing was closed at 6:04 p.m. on May 27, 2025.

Discussion

Commissioner Quintero stated his approval of the proposed development.

Motion and Vote

Commissioner Moore made the following motion "Mr. Chairman, on the Summit Point Partners LLC request for a CUP, file number CUP-2025-88, I move that the Planning Commission approve the Conditional Use Permit for Summit Point Partners LLC with the Conditions of Approval and Findings of Fact listed in the staff report."

Commissioner Thomas seconded; motion passed 6-0.

2. **377 28 Rd Annexation**

ANX-2024-437

Consider a request by Wendi Gechter IRA to zone 5.58 acres from County I-2 (General Industrial District) to City I-1 (Industrial Light) located at 377 28 Road.

Commissioner Teske recused himself from deliberating on this item.

Staff Presentation

Jessica Johnsen, Zoning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Moore asked if the rezone would be a subsequent item once the property was annexed.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, May 20, 2025, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 6:15 p.m. on May 27, 2025.

The Public Hearing was closed at 6:15 p.m. on May 27, 2025.

Discussion

Commissioner Quintero spoke in favor of the zone of annexation.

Motion and Vote

Commissioner Quintero made the following motion "Mr. Chairman, on the Zone of Annexation request for the property located at 377 28 Road, City file number ANX-2024-437, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Thomas seconded; motion passed 5-0.

3. **Zoning & Development Code Amendments - Q2 2025**

ZCA-2025-306

Consider an Ordinance Amending Sections Of The Zoning And Development Code (Title 21 Of The Grand Junction Municipal Code) Regarding Transitional Provisions, Administration And Procedures, Use-Specific Standards For Community Assembly, Short-Term Rentals, And Mini-Warehouse Uses, Accessory Dwelling Unit Use-Specific Standards, Multi-Modal Transportation System Standards, Residential Attached And Multifamily Design Standards, Bicycle Parking And Storage, Public Right-Of-Way Landscaping, And Lighting Height Standards.

Staff Presentation

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

Questions for Staff

There was discussion about the proposed revisions to the ADU design standards.

Commissioner Moore asked if the revisions to the landscape requirements allowed developers to supersede the City on landscaping in the public right-of-way.

Commissioner Teske asked for clarification on why the shared driveway language for STRs was proposed to be removed. He asked for clarification on the meaning of “minimum access” within the Multimodal Transportation Systems language. He indicated that the language for the Bicycle Parking and Storage revisions was unclear in regard to minimum sidewalk width. He inquired about the “and/or” for the ROW landscaping revisions.

Commissioner Weckerly asked if the “may” within the Landscape code revisions applied to the City’s or the developer’s discretion. She stated that she thought the bulk storage requirements for multifamily development had been removed in previous discussions.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, May 20, 2025, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 7:07 p.m. on May 27, 2025.

The Public Hearing was closed at 7:07 p.m. on May 27, 2025.

Discussion

Discussion ensued about which code text amendments required further consideration and how to revise any subsequent motions.

Niki Galehouse stated for the record the changes being made to the amendments, including:

Strike “the design and construction material of the ADU shall be complementary to those of the principal structure” and remove the addition of new language there.

For the External Streets for Multimodal Transportation Systems, I will be adding Section A and striking the reference to TEDS which defines minimum access as otherwise defined in Section A.

For the Bicycles, I have adjusted the underlined Number 2 to “accounting for the length or width of a standard bicycle, the parking shall not reduce the minimum sidewalk width, as required by provisions of this code and any applicable overlays”.

Motion and Vote

Commissioner Teske made the following motion “Mr. Chairman, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2024-54, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report subject to the amendments just described to us by Mrs. Galehouse on the record and tabling bulk storage.”

Commissioner Quintero seconded; motion passed 6-0.

OTHER BUSINESS

ADJOURNMENT

Commissioner Quintero moved to adjourn the meeting.
The vote to adjourn was 5-0.

The meeting adjourned at 7:18 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING TRANSITIONAL PROVISIONS, ADMINISTRATION AND PROCEDURES, USE-SPECIFIC STANDARDS FOR COMMUNITY ASSEMBLY, SHORT-TERM RENTALS, AND MINI-WAREHOUSE USES, ACCESSORY DWELLING UNIT USE-SPECIFIC STANDARDS, MULTI-MODAL TRANSPORTATION SYSTEM STANDARDS, BICYCLE PARKING AND STORAGE, PUBLIC RIGHT-OF-WAY LANDSCAPING, AND LIGHTING HEIGHT STANDARDS

Recitals

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

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

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

In the 2024 legislative session the State created new regulations and preemptions regarding Accessory Dwelling Units (ADUs). Subject jurisdictions, of which the City is one, must comply with this new law by June 30, 2025. This set of amendments also includes revisions to ensure this compliance, including removal of parking requirements, updates to design and dimensional standards, and clarification about effectiveness of Planned Development (PD) restrictions.

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

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

and otherwise advance and protect the public health, safety, and welfare of the City and its residents.

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

The following sections of the zoning and development code (Title 21 of the Grand Junction Municipal Code) are amended as follows (deletions ~~struck through~~, added language underlined):

21.01.110 TRANSITIONAL PROVISIONS

...

(c) Applications in Progress

...

(2) Complete applications for the first step of a multiple-step approval process submitted prior to the Effective Date shall continue to be processed pursuant to the 2010 Code. As long as the first step approval under the 2010 Code has not expired, then later step applications shall be processed pursuant to the 2010 Code if the first step approval was design specific, and pursuant to the 2023 Code if the first step approval was conceptual, as follows:

Table 21.01-1: Applications in Progress					
Complete Application, First Step	2023 Code	2010 Code	Later Step Application [1][2]	2023 Code	2010 Code
Conditional Use Permit					
CUP Application		x	Site Plan	x	
Planned Development					
Outline Development Plan		x	Final Development Plan(s)	x	x
			Site Plan(s) [2]		x
Rezoning					
Rezoning Application		x	Site Plan	x	
Subdivision					
Preliminary Plan		x	Final Plat		x

Notes:

[1] ~~Processed pursuant to 2010 Code only if First Step approval has not expired.~~

[2] ~~Applicant may elect review under 2023 Code.~~

(3) An applicant may elect to have the application(s) reviewed under the 2023 Code.

(4) Any questions about whether this Code or the 2010 Code is applicable shall be determined by the decision-making body. An applicability decision by either the Planning Commission or the City Council may only be appealed in accordance with Colorado Rule of Civil Procedure 106.

...

21.02.030 COMMONLY APPLICABLE PROCEDURES

The requirements described in this section are common to many of the procedures contained in this Code. Table 21.02-3 summarizes the common application procedures in this Code and identifies whether they are required for the specific procedures defined in GJMC 21.02.050. Exceptions to these general rules apply and may be identified in the regulations for the specific procedures.

(a) Summary Table of Commonly Applicable Procedures

Table 21.02-3: Summary Table of Commonly Applicable Procedures						
* = Optional ✓ = Required Gray Box = Not Applicable						
PDIM = Proposed Development Information Meeting						
NCM = Neighborhood Comment Meeting						
Section	Procedure	General Mtg	Pre-App Mtg	Applic. Outreach Mtg	Public Notice	Public Hearing
	Detailed requirements in GJMC:	Error! Reference source not found.	Error! Reference source not found.	Error! Reference source not found.	Error! Reference source not found.	
...						
Administrative Approvals						
Error! Reference source not found.	Administrative Adjustment	*	*			
Error! Reference source not found.	Code Interpretation					
Error! Reference source not found.	Comprehensive Plan Amendment, Administrative Changes [1]	*	*			
Error! Reference source not found.	Final Plat	*	*		✓	
Error! Reference source not found.	Group Living Processes	*	*	PDIM [3]		
Error! Reference source not found.	Minor Plat Amendments	*	*			
Error! Reference source not found.	Preliminary Subdivision Plan	*	✓	PDIM [2]	✓	
Error! Reference source not found.	Revocable Permit, Director approval [2]	*	*			
Error! Reference source not found.	Sign Package	*	*			
Error! Reference source not found.	Simple Minor Subdivision	*	*		✓	

Table 21.02-3: Summary Table of Commonly Applicable Procedures

*** = Optional ✓ = Required Gray Box = Not Applicable**

PDIM = Proposed Development Information Meeting

NCM = Neighborhood Comment Meeting

Section	Procedure	General Mtg	Pre-App Mtg	Applic. Outreach Mtg	Public Notice	Public Hearing
	Detailed requirements in GJMC:	Error! Reference source not found.	Error! Reference source not found.	Error! Reference source not found.	Error! Reference source not found.	
Error! Reference source not found.	Site Plan (Major and Minor)	*	✓ [1]		✓	
Applications Requiring a Public Hearing						
...						
21.02.050(o)	Vacation of Plat	*	*	NCM	✓-[5]	✓-[5]
...						
Notes: [1] Major site plans only. [2] PDIM, Major subdivision only. [3] NCM PDIM required for Fraternity/Sorority, Group Living, and Rooming/Boarding House applications. [4] Neighborhood Comment meetings are only required at the time of Outline Development Plan and a subsequent Neighborhood Comment or Proposed Development Information Meeting is not required for the associated Final Development Plan and Preliminary Subdivision Plan. [5] Vacation of Plat with public right-of-way or easement.						

...

(g) Public Notice and Public Hearing Requirements

...

(ii) Summary Table of Public Notice Requirements

Table 21.02-4: Summary Table of Public Notice Requirements				
Date/Days/Distance/Yes = Required Notice Gray Box = Not Applicable				
Section	Procedure	Published Notice	Mailed Notice	Sign Notice
Administrative Approvals				
...				
§ 21.02.040(k)	Site Plan (Major and Minor Only)		Owners within 500 feet	Yes
...				

...

21.02.040 ADMINISTRATIVE APPLICATIONS

...

(j) Subdivision, Minor¹

...

(3) Review Procedures. Applications for a Minor Subdivision shall meet the common review procedures for administrative applications in GJMC §21.02.040(b) with the following modifications:

...

(ii) Review Criteria. The Director shall review the application against the following additional criteria:

...

(D) If a new lot(s) is being created, the subject property must not have been included in a Minor Subdivision or series of Minor Subdivisions resulting in more than four lots in total over the preceding 10 years and the current application must not cause the cumulative total to exceed four lots.

~~the total number of lots on the original property subdivided through a Minor Subdivision process within the preceding 10 years does not exceed four.~~

...

(l) Subdivision, Major

...

(4) Preliminary Subdivision Plan.

...

(i) Review Procedures.

...

(B) Public Notice. Notice shall be provided as follows:

a. ~~Within five working days of receipt of a complete application, the Director shall give notice, at the applicant's cost, by U.S. mail to each person shown as an owner within 500 feet and at the address by the County Assessor.~~

b. The Director may require the applicant pay for additional notice, in any form, for any type of proposal if such notice will further the purpose or intent of this Code.

(BC) Review Criteria.

...

21.02.050 APPLICATIONS REQUIRING A PUBLIC HEARING

...

(c) Annexation

¹ Note to publisher: Re-order this section to be in alphabetical order with other sections within §21.02.040 & update any references to affected section numbers accordingly throughout Title 21. Any references within Title 21 to a "Simple Subdivision" or "Subdivision, Simple" be replaced with "Minor Subdivision" or "Subdivision, Minor," respectively.

...

- (7) Zoning of Annexed Areas. Land annexed to the City shall be zoned in accordance with GJMC §21.02.050(~~dm~~) to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth. ~~Where a required density is not specified in the Comprehensive Plan, future development shall be at a density equal to or greater than the allowed density of the applicable County zone district.~~

...

(j) Planned Development.

...

(5) Outline Development Plan (ODP)

...

- (v) Review Criteria for ODP. The Planning Commission shall review and recommend, and the City Council shall review and decide on an ODP based on demonstrated conformance with all of the following criteria:

...

(C) The rezoning criteria provided in GJMC §21.02.050(~~dm~~);

(D) A Planned Development which allows the construction and/or use of single unit detached dwellings shall allow accessory dwelling units (ADUs) in accordance with GJMC §21.04.040 and shall not have any standards regarding ADUs that are more restrictive than this Code. All ADU applications shall be reviewed through the administrative process in GJMC §21.02.040.

(~~DE~~) The ODP specifically shows the following requirements of a planned development:

...

(6) Final Development Plan (FDP)

...

- (iv) Review Criteria. The Director, or the Planning Commission, if applicable, shall review and decide on the application for FDP in light of the following additional criteria:

(A) The approved ODP, if applicable, and PD ordinance with the following exception;

- a. All requests for an accessory dwelling unit shall be processed through the administrative approval process in GJMC §21.02.040 and in accordance with GJMC §21.04.040. Restrictions in the ODP or PD ordinance regarding accessory dwelling units that are more restrictive than the Code shall not be enforced.

(~~B~~) The approved PD rezoning ordinance, if applicable;

(~~CB~~) The Submittal Standards for Improvements and Development, Transportation Engineering Design Standards (GJMC Title 29), and Stormwater Management Manual (GJMC Title 28) manuals and all other applicable development and construction codes, ordinances, and policies;

(~~DC~~) The applicable site plan review criteria in GJMC §21.02.040(k); and

(~~ED~~) The applicable Final Plat review criteria in GJMC §21.02.040(l)(5).

21.04.030 USE-SPECIFIC STANDARDS

...

(c) Public, Civic, and Institutional Uses

(1) Assembly, Community, or Religious/Private Group

(i) Art Gallery, Museum, or Library. An art gallery, museum, or library is prohibited in the R-R, R-ER, R-1R, R-2R, RL-4, RL-5, and RLM-8 zone districts. All other community assemblies are allowed.

(ii) General Requirements.

(A) Seating Capacity and Public Notice.

...

~~(B) Site Design and Layout. The front yard setback shall be counted towards the percentage of gross land area to be landscaped in all RM zone districts.~~

...

(d) Commercial Uses

...

(5) Short-Term Rentals (STR).

...

(vi) General Requirements. The owner of a dwelling used or to be used as a short-term rental shall:

...

~~(F) If the short-term rental unit is accessed by a shared driveway, provide the City with a copy of a written instrument authorizing use of the driveway for short-term rental purposes;~~

~~(GE) Provide the name, address, and phone number of the designated local responsible party to the City, and update such information with the City whenever it changes;~~

...

(e) Industrial Uses

...

(3) Mini-Warehouse

...

(vi) RV and Boat Storage. Driveway and parking areas for RV and boat storage may be permitted to have a gravel or other permeable surface if the applicant establishes that very little dust will be generated.

...

21.04.040 ACCESSORY USES AND STRUCTURES

...

(e) Accessory Use-Specific Standards

(1) Residential Uses

(i) Accessory Dwelling Unit

An accessory dwelling unit (ADU) is allowed only in conjunction with a single-family attached dwelling, a single-family detached dwelling, or a duplex dwelling. ADUs are not allowed in conjunction with cottage court dwellings. Any restrictions in an ODP or PD

ordinance regarding accessory dwelling units that are more restrictive than the Code shall not be enforced. ADUs shall not be included in density calculations. A Planning Clearance is required for any ADU and an ADU must demonstrate compliance with the following:

(A) Maximum Number of ADUs

- a. A lot with one single-family detached dwelling or a single-family attached dwelling with two units in the structure may have two ADUs if at least one of the ADUs is attached to the principal dwelling unit (e.g., attic, basement, carriage house, etc.).
- b. A duplex dwelling unit may have no more than one ADU on the lot.

(B) Site Layout

- a. The design and location of the ADU shall be clearly subordinate to the principal structure.
- b. The ADU shall not be located in front of the principal structure.
- c. An ADU may use the side setbacks for the principal structure.
- ed. On corner lots, an ADU may use the setbacks for the principal structure where the property abuts a roadway.
- d. ~~One parking space shall be provided for the ADU. On-street parking within — 100 feet of the lot may serve as the required parking.~~

(C) Structure Requirements

- a. The ADU must meet all requirements of the building and fire codes.
- b. The ADU shall not exceed 900 square feet of habitable space.
- c. ~~The design and construction material of the ADU shall be complementary to those of the principal structure.~~

...

21.05.020 REQUIRED IMPROVEMENTS

...

(e) Multi-Modal Transportation System

(2) Required Street Improvements

...

(iii) External Streets

...

(A) All development shall provide Minimum Access, ~~pursuant to GJMC § 29.24.020,~~ required for the safe ingress and egress of vehicular traffic to and from the development. Minimum Access includes 20 feet width of asphalt and may include curb and gutter if safety or infrastructure concerns exist.

(B) Where a perimeter collector or arterial street is not required for Minimum Access, no ~~local~~ improvements will be required.

...

(3) Improvement Deferral for Existing Local Streets

(i) Policy and Applicability

(A) Many areas of the City were developed in the unincorporated areas of Mesa County without modern urban streets and drainage facilities. In many such neighborhoods and areas, the existing local streets do not have curbs, gutters, or sidewalks. Given that there are no serious safety or drainage problems associated with these local streets, there is no current reason to improve these streets or to install curbs, gutters and/or sidewalks. When an owner in one of these established neighborhoods chooses to subdivide a lot or parcel or an owner in a commercial or industrial area chooses to develop a lot or parcel, unless such improvements are extended off site to connect to a larger system, the new "short runs" of curbing, gutters and/or sidewalks are of little value as drainage facilities or pedestrian ways until some future development or improvement district extends them to other connecting facilities.

(B) ~~This section is applicable only in areas originally developed in Mesa County that meet the description of Subsection (e)(3)(i)(A).~~

...

21.08.020 BICYCLE PARKING AND STORAGE

(a) Amount Required

- Each nonresidential principal structure shall provide the following, depending on the category of the use as shown in Table 21.04-1: Principal Use Table:

Table 21.04-1: Minimum Bicycle Parking Spaces Required		
Use or Use Category	Short-Term Spaces	Long-Term Spaces
Multifamily Dwelling	2 plus .05 per bedroom	2 plus .05 per bedroom
Food and Beverage Service, Recreation and Entertainment, and Retail Uses	2 plus 1 per 5,000 square feet of gross floor area	2 plus 1 per 12,000 square feet of gross floor area
Office Uses	2 plus 1 per 20,000 square feet of gross floor area	2 plus 1 per 10,000 square feet gross floor area
Industrial Uses*	2	2 plus 1 per 15,000 square feet internal gross floor area
All Other Nonresidential Uses	2 plus 1 per 20,000 square feet of gross floor area	2 plus 1 per 12,000 square feet internal gross floor area

*Warehouse uses, including mini-warehouse, shall not be required to provide parking for the additional gross floor area used for storage only.

...

(c) Design Standards

- No more than 50 percent of the required bicycle parking spaces may require the bicycle to be hung or parked vertically, rather than being parked with both tires on the ground.
- ~~Standard bicycle parking spaces shall be a minimum of six feet long and two and one-half feet wide.~~

2. Accounting for the length or width of a standard bicycle, the parking shall not reduce the minimum sidewalk width, as required by provisions of this Code and any applicable overlays.
3. Cargo bicycle and bicycle trailer parking spaces shall be a minimum of 10 feet long and three feet wide.
4. A ~~four~~three-foot-wide aisle is required between rows of bicycle parking spaces or between a row of bicycle parking spaces and any wall or any other obstruction, as measured from the center of the bicycle rack. The edge of the bicycle rack shall be a minimum of three feet from the edge of curb or pavement along a roadway.

...

(d) Alternative Bicycle Parking

The Director may waive or reduce the requirements of this section if pursuant to the following criteria:

1. The location and design standards may be waived or reduced if the applicant can demonstrate that ~~U~~unique or unusual characteristics exist on a development site; or
2. The quantity of required spaces may be reduced if ~~E~~existing bicycle parking facilities are located within the public right-of-way and within 100 feet of the building's main entrance, provided that a minimum of two bicycle parking spaces are provided on-site.

...

21.07.070 PUBLIC RIGHT-OF-WAY

...

- (b) For the purpose of meeting minimum plant quantities, 50% of landscaping plantings on public right-of-way ~~shall~~ may be counted toward the landscape or open space requirements of this Code, unless specifically provided otherwise in this Code.

- (1) At least 75% of the unpaved adjacent right-of-way shall be covered by plant material at maturity, including tree canopy, shrubs, and or groundcover. No more than 15% of the right-of-way area shall be landscaped with turf.

...

21.11.050 GENERAL STANDARDS

...

- (b) Lighting Height. No light fixtures shall be mounted more than 35 feet above the ground unless as a part of an approved ~~sports field~~ outdoor recreational facility or outdoor amphitheater.

...

21.14.020 DEFINITIONS

...

Dwelling unit means a building or portion thereof that provides complete, independent living facilities for ~~a single family~~ one or more individuals maintaining a household, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

...

INTRODUCED on first reading this 4th day of June 2025 and ordered published in pamphlet form.

ADOPTED on second reading this 18th day of June 2025 and ordered published in pamphlet form.

ATTEST:

Cody Kennedy
President of the City Council

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: June 4, 2025

Presented By: Trenton Prall, Engineering & Transportation Director

Department: Engineering & Transportation

Submitted By: Lisa Froshaug, Project Engineer

Information

SUBJECT:

Construction Contract for Palmer Street Safe Routes to School Project (SRTS)

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a Contract with Sorter Construction of Grand Junction, CO for the construction of the Palmer Street Safe Routes to School Project for the amount of \$248,944.85.

EXECUTIVE SUMMARY:

The City of Grand Junction solicited competitive bids from qualified and interested companies for all labor, equipment, and materials required to complete the Safe Routes to School – Palmer Street project. This project includes installation of storm drain piping, road widening, and sidewalk on Palmer Street from Unaweep Avenue to Highway 50.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction is committed to improving the safety and well-being of school-aged children through investment in infrastructure that provides safe transportation corridors and amenities for students who walk or ride bicycles to school through its "Safe Routes to School" program. The STRS program prioritized grant funding for this project based on proximity to Dos Rios Elementary School, Emerson Elementary, and Orchard Mesa Middle School. The City's 2025 capital improvement plan includes a separate intersection improvement project at Highway 50 and Palmer street, just south of the project limits for the Palmer Street SRTS Project, that will include a signalized crosswalk at Highway 50 and serve as an important connection for pedestrians.

The scope of work for the Palmer Street SRTS Project will include the construction of

ADA ramps, 481 feet of storm drain piping, 2-wide asphalt road widening, and approximately 860 feet of 8-foot wide sidewalk on the east side of Palmer Street.

A formal Invitation for Bids was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Grand Junction Daily Sentinel. The City received formal bids from two (2) contractors and both were found to be responsive and responsible in the following amounts:

Firm	Location	Bid Amount
Sorter Construction	Grand Junction, CO	\$ 248,944.85
Gould Construction	Glenwood Springs, CO	\$ 359,911.00

Pending award, this project is scheduled to begin in June with a final completion date in August.

Per Section 1.1.3 of the Purchasing Manual, confidential information obtained during procurement activities will be respected and protected as provided by law.

FISCAL IMPACT:

This project is funded in part by funds distributed through the Community Development Block Grant (CDBG) program as reflected in the 2025 Amended Budget.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a Contract with Sorter Construction of Grand Junction, CO for the construction of the Palmer Street Safe Routes to School Project for the amount of \$248,944.85.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.a.i.

Meeting Date: June 4, 2025

Presented By: Keira Auld, Housing Specialist, Ashley Chambers, Housing Manager

Department: Community Development

Submitted By: Keira Auld, Housing Programs and CDBG Specialist

Information

SUBJECT:

Funding Allocations for the 2025 Community Development Block Grant (CDBG) Program, and Setting a Public Hearing for Adoption of the 2025 Annual Action Plan for July 16, 2025

RECOMMENDATION:

Staff recommends approval of the 2025 CDBG allocation as presented.

EXECUTIVE SUMMARY:

City Council will consider which activities to fund for the Community Development Block Grant (CDBG) 2025 Program Year. The City will receive \$407,684.00 for the 2025 Program Year that will begin once the 2025 Annual Action Plan has been completed and funds have been released by the Department of Housing and Urban Development (HUD). In addition, remaining unexpended funds from a previous program year in the amount of \$3,416.22 will be reallocated with the 2025 Program Year funds, bringing the estimated 2025 total to \$411,100.22.

At this meeting, the City Council will receive public input on the recommended 2025 CDBG allocation, decide on final funding allocations for specific projects, and set a hearing date for the adoption of the 2025 Annual Action Plan.

BACKGROUND OR DETAILED INFORMATION:

CDBG funds are a Department of Housing and Urban Development (HUD) entitlement grant to the City of Grand Junction, which became eligible for the funding in 1996. The City's 2025 Program Year will begin once the 2025 Annual Action Plan has been completed and funds have been released by the Department of Housing and Urban Development (HUD). The 2025 Program Year will run from September 1, 2025, through August 31, 2026.

HUD CDBG Guidelines and Evaluation Criteria

Every five years, the City adopts a Five-Year Consolidated Plan, which outlines priorities, goals, and strategies for using federal funds to address housing and community development needs. After receiving notice of the annual allocation, the City develops an Annual Action Plan to establish funding priorities and identify specific projects for the program year. Staff facilitate funding request opportunities and present recommendations to City Council for approval. Projects selected for funding must meet the CDBG National Objectives and align with the City's Consolidated Plan goals.

Projects must also meet the CDBG National Objectives including

- 1) must benefit low and moderate-income persons,
- 2) Eliminate or prevent slum or blight, and,
- 3) Address an urgent community need (usually a natural disaster).

In addition, a project must meet the City's Five-Year Consolidated Plan Goals that include:

1. Need for non-housing community development infrastructure.
2. Need for affordable housing.
3. Needs of the homeless
4. Needs of special needs populations

HUD CDBG Guidelines and Evaluation Criteria

The CDBG program has several funding criteria that are important to consider when evaluating which projects the City can fund with its 2025 allocation, as follows:

- 1) Administration activities may not exceed 20 percent of Program Year allocation
- 2) Human Services activities may not exceed 15 percent of the Program Year allocation, less the amount of outstanding obligated funds

In 2023 and 2024, the City focused primarily on smaller City capital projects for community infrastructure, including sidewalk and park improvements. The restructuring in 2023 has allowed staff to significantly reduce their administrative burden from approximately 15 projects in 2022 to four projects in 2023. Five projects were funded in 2024.

2025 CDBG Staff Recommendation

With the adoption of the Housing Strategy Update and the Unhoused Strategies and Implementation Plan in 2024, and in the absence of a dedicated funding source for housing and homelessness initiatives, staff recommend prioritizing CDBG funding for targeted, City-led capital improvements and programs that address housing needs and provide essential services for unhoused individuals.

CDBG recommendations were discussed by Council at the May 5, 2025 City Council Workshop.

The City received its 2025 CDBG allocation letter from HUD on May 14, 2025. The

2025 allocation for CDBG is slightly higher than 2024 allocation at \$407,684. Below is a summary of the recommended funding for this CDBG program year, totaling \$411,100.22. The final adoption of the 2025 Program Year Annual Action Plan will occur at the July 16, 2025, City Council meeting.

In alignment with the City's capital plan, Housing Strategy Update 2024, Unhoused Strategy and Implementation Plan, and CDBG program requirements, staff recommends funding the following projects for the 2025 CDBG program:

2025 Funding Allocation		\$407,684
Unexpended from Previous Years		\$3,416.22
Total Estimated Available for Allocation		\$411,100.22
Purpose	Project Name & Information	Request
CDBG Administration (Max Allowable - 20%)	Funding for staff time, training, housing needs assessment update and consultant to develop the required 5-year consolidated plan	\$81,536.80
Parks & Recreation - Parks Equipment/Improvements	Funding for landscaping, playgrounds, benches, and other amenities for identified parks located in eligible census tracts in the City of Grand Junction.	\$50,000
Community Development (Housing) - Affordable Housing Incentive - Sewer & Water Tap Fees	Funding for water and sewer tap fees for Affordable housing development as part of the affordable housing incentive program. Would assist in funding approximately 18-21 units.	\$218,410.82
Community Development (Housing) - Homeless	Funding for the provision of direct services and	\$61,152.60

Services & Capital (Max Allowable - 15%)	programming to the unhoused for Homeless services and capital needs (pending RFP)	
Total Recommendation		\$411,100.22

FISCAL IMPACT:

The City will receive \$407,684.00 for the 2025 Program Year to fund eligible activities and programs. In addition, \$3,416.22 in unexpended funds from previous program years will be reallocated with the 2025 allocation, for a total of \$411,100.22.

SUGGESTED MOTION:

I move to (approve/deny) the funding allocations for the 2025 Community Development Block Grant (CDBG) Program, and set a public hearing for adoption of the 2025 Annual Action Plan for July 16, 2025.

Attachments

1. FY25 CPD Formula Letter - Grand Junction, CO
2. Final 2025 CDBG Allocation Worksheet



OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

May 14, 2025

The Honorable Abram Herman
Council President of Grand Junction
250 N 5th Street
Grand Junction, CO 81501-2628

Dear Abram Herman,

Secretary Scott Turner is committed to improving housing opportunities, reducing regulations to lower housing cost, and expanding housing supply for hardworking Americans. The nationwide shortage of rental and owner-occupied properties and the current rate of construction has not kept pace with the demand. This lack of adequate housing supply leads to higher prices for renters and homebuyers alike, forcing some into homelessness and preventing countless Americans from becoming homeowners. Across the country, partnerships between public and private sectors are providing millions of Americans an opportunity to get ahead. HUD is determined to continue its collaboration with you so programs are responsibly utilized and can spark additional leveraging and partnerships to address the nation's housing crisis.

As authorized by the Consolidated Appropriations Act (Public Law 119-4) on March 15, 2025, I am honored and excited to announce that your jurisdiction is receiving the following Fiscal Year 2025 allocations for the identified programs:

Community Development Block Grant (CDBG) - \$407,684.00

HOME Investment Partnerships (HOME) - \$0.00

Emergency Solutions Grants (ESG) - \$0.00

Housing Opportunities for Persons W/ HIV/AIDS (HOPWA) - \$0.00

Housing Trust Fund (HTF) - \$0.00

Recovery Housing Program (RHP) - \$0.00

In addition, your jurisdiction's CDBG allocation for this year provides you with \$2,038,420.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.

As you are finalizing your Annual Action Plans or Consolidated Plans that are due for submission to our office by August 16, 2025, please be reminded that it is important to align with executive orders and applicable laws. If you or any member of your staff have questions, please do not hesitate to contact your local HUD Field Office in Denver or CPDGDAS@hud.gov.

Thank you for your interest in CPD programs and for ensuring that these dollars are responsibly achieving outcomes as intended by law. When people have a safe and stable place to call home, they can focus on contributing to the economy and be productive members of their respective communities.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Fernandez", with a stylized, flowing script.

Claudette Fernandez
General Deputy Assistant Secretary
for Community Planning and Development

2025 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS						Total that can be allocated to:	
		2025 FUNDING ALLOCATION*			\$407,684.00	Maximum Administration Allocation (Max Allowable 20%)	\$ 81,536.80
		Unexpended from Previous Years			\$ 3,416.22	Maximum Services (Max Allowable 15%)	\$ 61,152.60
		TOTAL AVAILABLE FOR ALLOCATION			\$411,100.22	Total Services & Admin	\$ 142,689.40
	City of Grand Junction Administration	Program Administration - staff time, training, housing update/consolidated plan consultant			\$ 81,536.80		
	SUBTOTAL ADMINISTRATION REQUESTS		\$ 81,536.80		\$ 81,536.80		
	2025 Funds Remaining for Allocation				\$ 329,563.42		
	AGENCY	PROJECT NAME	REQUEST	Second Round	MIN REQUEST	NOTES	Staff Recommendations
	GJ - Parks & Recreation	Parks Equipment/Improvement	\$ 50,000.00		\$ 50,000.00		\$ 50,000.00
	GJ-Housing Division	Affordable Housing Incentive - Sewer/Water Tap Fees	\$ 212,491.27		\$ 218,410.82		\$ 218,410.82
	GJ-Housing Division	Homeless Services & Capital	\$ 61,152.60		\$ 61,152.60		\$ 61,152.60
	Administration	CDBG Administration	\$ 81,536.80		\$ 81,536.80		\$ 81,536.80
SUBTOTAL REQUESTS			\$ -		\$ 329,563.42	TOTAL	\$ 411,100.22