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**CITY COUNCIL AGENDA  
WEDNESDAY, JUNE 18, 2025  
250 NORTH 5<sup>TH</sup> STREET - AUDITORIUM  
5:30 PM – REGULAR MEETING**

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

**Presentations**

Auditor's Report to City Council Regarding the 2024 Audit - Greg Ingalls, Haynie & Company

**Appointments**

To the One Riverfront Committee

To the Parks and Recreation Advisory Board

**Public Comments**

*Individuals may comment about any topic except those listed on the Regular Agenda under the Public Hearing section.*

*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 18, 2025 or 4) submitting comments [online](#) until noon on Wednesday, June 18, 2025 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.*

**City Manager Report**

**Boards and Commission Liaison Reports**

**CONSENT AGENDA**



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

## **1. Approval of Minutes**

- a. Summary of the June 2, 2025, Workshop
- b. Minutes of the May 29, 2025, Special Meeting
- c. Minutes of the June 4, 2025, Regular Meeting

## **2. Set Public Hearings**

- a. Legislative
  - i. Introduction of An Ordinance Enacting a Moratorium With Findings, Intent, And Purpose to Suspend All Regulations related to Group Living within Title 21 of the Grand Junction Zoning and Development Code; Providing That The Moratorium Shall Be In Effect For A Period Which Shall Terminate At The Earliest Of The City's Adoption Of Further Amendment(S) To Title 21 of the Grand Junction Zoning and Development Code Regarding Group Living or the Expiration Of 365 Days From The Effective Date Of This Ordinance and Setting a Public Hearing for July 16, 2025
  - ii. Introduction of an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Definitions and Regulations Related to Household Occupancy Limits and Group Living Facilities, and Setting a Public Hearing for July 16, 2025

## **3. Procurements**

- a. Materials Purchase for Ouray Avenue Waterline Project
- b. Authorize a Construction Contract for 2025 Concrete Curb, Gutter, and Sidewalk Replacement Project
- c. Authorize a Contract for Professional Architect and Engineering Design Services for the New Administration and Maintenance Building at the Persigo Wastewater Treatment Plant
- d. Authorize a Construction Contract for Sanitary Sewer Cure-In-Place-Pipe Project
- e. Authorize a Change Order to Add Design Consulting Scope for the Outdoor Amenities at the New Recreation Center at Matchett Park



#### 4. Resolutions

- a. A Resolution Authorizing the Sale of Real Property Located at/near 300 S. 4th Street adjacent to Whitman Park to the Colorado Department of Transportation
- b. A Resolution Vacating Drainage, Landscape, and Utility Easements on a 17.54-Acre Parcel Located at 2980 Highway 50
- c. A Resolution Authorizing the City Manager to Submit a Grant Application for the Safe Streets and Roads for All Grant Program
- d. A Resolution Adopting Council Meeting Procedures
- e. A Resolution Amending Resolution 34-22 Concerning the Composition of the Audit Committee Charter and Amending the Audit Committee Charter
- f. A Resolution Authorizing a Second Extension of up to Six-months of the Travel and Tourism Memorandum of Understanding Concerning the 2018 Voter Approved Three Percent Lodgers Tax Increase

#### **REGULAR AGENDA**

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

#### 5. Public Hearings

- a. Legislative
  - i. An Ordinance Authorizing the City Manager to Sign a Lease Agreement for 2.91 acres of City-Owned Property to the Volunteers of America for Affordable Housing
  - ii. 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
- b. Quasi-judicial



- i. A Resolution Accepting the Petition for the Annexation of 5.58 Acres of Land and Ordinances Annexing and Zoning the Wendi Gechter IRA Annexation to I-1 (Light Commercial) Located at 377 28 Road

**6. Procurements (not a public hearing)**

- a. Design Build Optical Sorting Equipment

**7. Non-Scheduled Comments**

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

**8. Other Business**

- a. Request to Cancel the July 2, 2025, Regular City Council Meeting

**9. Adjournment**





## Grand Junction City Council

### Regular Session

Item #

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**Meeting Date:** June 18, 2025  
**Presented By:** Haynie & Company, Greg Ingalls  
**Department:** Finance  
**Submitted By:** Jodi Welch

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### Information

#### **SUBJECT:**

Auditor's Report to City Council Regarding the 2024 Audit - Greg Ingalls, Haynie & Company

#### **RECOMMENDATION:**

This item is for presentation of the City's 2024 Audit and Financial Statements

#### **EXECUTIVE SUMMARY:**

Haynie & Company is the City Council's independent auditor. The City's financial statements are audited each year in connection with the issuance of the Annual Comprehensive Financial Report.

The auditor works directly for the City Council. Christine McLeod, Partner at Haynie & Company, and Greg Ingalls, Audit Manager, conducted the City's audit, and Greg will provide a presentation to report the results of the audit to City Council. This report will include that the City again received an unmodified or "clean" opinion, which means the financial statements present fairly, in all material respects, the financial position of the City.

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

The City's Annual Comprehensive Financial Report is a detailed document that provides a complete overview of the City's financial performance for the last year. It includes financial statements, analysis by management, notes explaining the financial statements, supplementary information, and the auditor's report. Overall, the report serves as an important tool to various stakeholders, enabling them to assess the City's financial health, and ensure transparency and accountability.

The City's 2024 Annual Comprehensive Financial Report has been audited and, upon



acceptance by City Council, will be finalized and issued to the State, published online, and made available by hard copy. In addition, finance staff will submit the annual application for the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting Program. This program was established to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare the annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The City has successfully been awarded this prestigious Certificate of Achievement for 40 consecutive years.

**FISCAL IMPACT:**

There is no direct fiscal impact resulting from this action.

**SUGGESTED MOTION:**

I move to (accept/not accept) the Auditors Report and Financial Statements for the City of Grand Junction, Colorado for the year ended December 31, 2024.

**Attachments**

None





## Grand Junction City Council

### Regular Session

Item #

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**Meeting Date:** June 18, 2025  
**Presented By:** Selestina Sandoval, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

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### Information

#### **SUBJECT:**

To the One Riverfront Committee

#### **RECOMMENDATION:**

To ratify the interview committee's recommendation to the One Riverfront Committee.

#### **EXECUTIVE SUMMARY:**

There are four full-term vacancies on the One Riverfront Committee.

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

Jason Andrews, Stefanie Harville, Nicole Grider, and David Combs have terms expiring July 30, 2025. Applications were received from Loreta Silverio, Nicole Grider, David Combs, Kelsay Heath, Thomas Freimann, Scott Riise, Randall Reitz, and Matt Davis.

#### **FISCAL IMPACT:**

N/A

#### **SUGGESTED MOTION:**

I move to ratify the interview committee's recommendation to the One Riverfront Committee.

### **Attachments**

None





## Grand Junction City Council

### Regular Session

Item #

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**Meeting Date:** June 18, 2025  
**Presented By:** Selestina Sandoval, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

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### Information

#### **SUBJECT:**

To the Parks and Recreation Advisory Board

#### **RECOMMENDATION:**

To appoint the interview committee's recommendation to the Parks and Recreation Advisory Board.

#### **EXECUTIVE SUMMARY:**

There are four full-term and one partial vacancy on the Parks and Recreation Advisory Board.

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

Lisa Whalin, Kyle Gardner, Austin Solko, and Cindy Enos-Martinez have terms expiring June 30, 2025. Lilly Simond resigned effective February 2025 with an expiration date of June 30, 2027.

#### **FISCAL IMPACT:**

N/A

#### **SUGGESTED MOTION:**

I move to appoint the interview committee's recommendations to the Parks and Recreation Advisory Board.

### Attachments

None



## GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

### June 2, 2025

**Meeting Convened:** 5:33 p.m. The meeting was in-person at the Fire Department Training Room, 625 Ute Avenue, and live-streamed via GoTo Webinar.

**City Councilmembers Present:** Councilmembers Scott Beilfuss, Laurel Cole, Jason Nguyen, Anna Stout, and Ben Van Dyke and Mayor Cody Kennedy. Councilmember Robert Ballard was absent.

**Staff present:** City Manager Mike Bennett, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Police Chief Matt Smith, Deputy City Clerk Krystle Koehler, and City Clerk Selestina Sandoval.

### 1. Discussion Topics

#### a. Overview for Public Participation with City Council Meetings

The City strives to provide the public with convenient options for council meeting participation. Our website is rich with tools to facilitate this goal. This item provided an overview of the City's Agendas and Minutes page, highlighting the ways the public can access meetings live, virtually, and in recordings.

- Website Navigation & Public Access:
  - Council was shown how to use the city's website (gjccity.org) to access agendas, packets, and archived meetings.
  - Public participation options include:
    - In-person comments
    - Virtual registration via GoToWebinar
    - Voicemail to Council
    - Online public comment forms (PDFs are sent to Council by staff).
- Use of GoToWebinar:
  - Chosen over Zoom for enhanced security.
  - Three roles in GoToWebinar:
    - Attendees (public): cannot unmute/share content.
    - Panelists (Council/consultants): can share audio/video.
    - Co-organizers (staff): can manage participants.
  - Closed captioning and virtual participation options were detailed.
- Meeting Viewing Options:
  - Regular meetings are live-streamed with video archives and bookmarks.
  - Workshops are streamed only via GoToWebinar (not public live-stream).
  - Timestamps and voting records are accessible in archived videos.
- Accessibility/ADA Enhancements:
  - Listening devices and T-coil loop systems available.

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



- Auditorium layout adjustments to accommodate mobility devices.
- Examples of users from Hilltop Brain Injury Services highlighted.

#### **b. Meeting Procedures and Policy**

City Council has expressed interest in reviewing and discussing the City Council Meeting Policy and establishing procedures to ensure clarity and consistency of the roles and conduct of City Council Meetings. The proposed policy and subsequent referenced policies, i.e., Electronic Participation, Study Sessions, Public Comments, Res. 40-20 Decorum Policy, seek to establish the roles and procedures for conducting City Council meetings.

Key Policy Components:

- Council Participation:
  - Recommendation for a button/light system for orderly speaker recognition.
  - Strong desire for equitable and visible speaker queue systems (staff will research options).
- Presiding Officer Authority:
  - Discussion on the scope of control over councilmember speaking time.
  - Agreement to clarify policy language to avoid perceived or actual abuse of discretion.
- Public Comment Management:
  - Reaffirmed 3-minute limit as standard (modifiable with advance notice).
  - Clarification that content neutrality is required when granting additional time.
- Resolution vs. Ordinance Clarification:
  - Resolutions don't legally require public comment unless designated.
  - Discussion to clarify which agenda items invite public input and ensure consistent practice.
- Weapon Policy and Safety:
  - Past practices (e.g., "no weapons" signage) discussed.
  - No current policy for Councilmember or public weapons; legal and practical concerns highlighted.

Staff will bring forth the policy with suggested revisions for Council's consideration at a future meeting.

## **2. Council Communication**

- Community Engagement Strategy:
  - Robust debate on how to structure additional outreach:
    - Virtual "town halls"
    - Listening sessions by district or zip code
    - Councilmember participation rotated based on availability
  - Concerns voiced about equity, time burden, and working councilmembers' access.

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



- Next Steps:
  - Staff to return with engagement format suggestions (e.g., forums, listening events).
  - Some Councilmembers will provide input directly or form an ad hoc committee.

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

Future workshop topics were not discussed.

### **4. Other Business**

- Development Review Timeline Concerns:
  - Staff explained improvements, including:
    - New sufficiency reviews for completeness
    - Internal coordination on application quality and workflow

### **5. Adjournment**

There being no further business, the Workshop adjourned at 8:10 p.m.



**Grand Junction City Council**  
**Minutes of the Special Meeting**  
**May 29, 2025**

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

The City Council of the City of Grand Junction convened into a special session on the 29<sup>th</sup> day of May, at 5:30 p.m. Those present were Councilmembers Robert Ballard (virtual), Scott Beilfuss, Laurel Cole, Jason Nguyen, Anna Stout, Ben Van Dyke, and Council President Cody Kennedy.

Also present were City Manager Mike Bennett, City Attorney John Shaver, Engineering and Transportation Director Trent Prall, City Clerk Selestina Sandoval and Deputy City Clerk Krystle Koehler.

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

**2. Council Discussion and Direction**

**a. 4th and 5th Streets Reconsideration**

At the May 5th City Council workshop, the City staff presented proposed changes for possible near-term implementation to the configuration of 4th and 5th Streets. Those changes, which are intended to address certain perceptions about the current configurations this spring, include 1) reviewing and further refinement of sight distances at various intersections and 2) relocating the bike lane to be adjacent to the through-lane (buffered from angled parking where possible). Collectively, the proposed changes were referred to as Version 2.0. City Council discussed Version 2.0 during the workshop and directed the Staff to bring Version 2.0 to the May 7, 2025, regular City Council meeting. At that meeting, Council voted 4-3 against Version 2.0 and instead to revert the corridors to pre-pilot, 2-lane, one-way configurations. After the May 7, 2025, meeting the Council received significant feedback in the form of emails, telephone calls/voice mail messages, and over 40 public comments were offered at the May 21, 2025, Council Meeting. That feedback principally supported/asked the Council to reconsider the reversion and instead adopt and implement Version 2.0. Because expectations and directions regarding next steps are unclear, the City Manager proposed that the Council convene a Special Meeting on May 29th to discuss and conclusively decide the question. The meeting provided an opportunity for the Council to revisit project background, including the findings and recommendations of the initial study, the implementation to date, and provided conclusive direction regarding whether to implement the reversion to pre-pilot configuration; or adopt and implement Version



2.0 and conduct public outreach and engagement regarding the same; or provide direction to more fully implement the findings of the study.

The public comment was opened at 6:04 p.m.

Public comments were heard from Abe Herman, Kristen Bornham, Adam Pindel, Connie, John Partin, Karen, Ted Ciavonne, Diana Rooney, Brennan Fetherston, Bryan Alexander, Beniah Adams, Ruth Kinnett, Lisa Fry, Linda Arnes, Michelle Duncan, Keith Ehlers, Ian Thomas, Travis Reid, Bryan Tap, Tara Flarity, Matt Speth, Kaitlin Ceci, Diana Tap, John Leary, Lauren Akins, Cole Hanson, Debbie Buckley, Libby Olson, Jenny Nitzky, Erin Allard, John Taylor, Julia Circus, Deena Peterson, Randall Reitz, Ryan Dutch, David Niemann, Karthik Vishwamitra, Thomas Copp, Brantley Bond, John Hodge, and John Long.

The public comment period closed at 7:24 p.m.

Council took a short break at 7:25 p.m.

The meeting resumed at 7:36 p.m.

Discussion ensued regarding the options presented, with broad support for bifurcating the corridor at Grand Avenue. North of Grand would keep the current single-lane configuration due to safety and residential quality of life. South of Grand would be changed to a two-lane option to support downtown businesses and emergency vehicle access. There were mixed opinions on prioritizing parking, especially angled parking in front of the post office, the safety impacts of parallel parking and turning sightlines, and whether Version 2.0 or the two-lane solution better supports long-term goals. There was a general consensus on continuing public engagement and potentially reassessing design based on speed and crash data over time.

Councilmember Ballard moved and Councilmember Nguyen seconded to direct staff to move forward with two lanes plus bike lane for 4<sup>th</sup> and 5<sup>th</sup> south of Grand Avenue and to move forward with Phase 2.0 north of Grand Avenue. The motion carried by a unanimous roll call vote.

## **8. Adjournment**

The meeting adjourned at 8:12 p.m.

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Selestina Sandoval, MMC

City Clerk





**Grand Junction City Council**  
**Minutes of the Regular Meeting**  
**June 4, 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 4<sup>th</sup> day of June, at 5:30 p.m. Those present were Councilmembers Scott Beilfuss (virtual), Laurel Cole, Jason Nguyen, Ben Van Dyke, and Council President Cody Kennedy. Councilmembers Robert Ballard and Anna Stout were absent.

Also present were City Manager Mike Bennett, City Attorney John Shaver, Housing Supervisor Ashley Chambers, Housing Program CDBG Specialist Keira Auld, City Clerk Selestina Sandoval and Deputy City Clerk Krystle Koehler.

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

**Proclamations**

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

Council President Kennedy read the proclamation, which David Combs, President of Black Citizens and Friends accepted.

**Public Comments**

Public comments were heard from Martha Lisannti and Teresa Cambron.

**City Manager Report**

City Manager Mike Bennett shared that in May, the City hosted a successful Coffee with the City Manager event featuring Council President Kennedy as the special guest. The event drew attendees who engaged in a dynamic question-and-answer session covering a wide range of community topics. He shared the City will host the Get to Know Your City event on Thursday, June 5th, from 4:00 to 6:00 p.m. at Dos Rios. Community members are warmly invited to attend, meet city representatives, and learn more about the services and programs the City offers.



## **Boards and Commission Liaison Reports**

Councilmember Van Dyke shared he attended his first meeting with the Downtown Development Authority.

Council President Kennedy provided an update on the Grand Junction Regional Airport Authority.

## **CONSENT AGENDA**

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

- a. Minutes of 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)

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



## **REGULAR AGENDA**

### **4.a. 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**

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.

Housing Supervisor Ashley Chambers and Housing Program CDBG Specialist Keira Auld presented this item and were available to answer questions from Council.

Further discussion was not pursued since the topic had been thoroughly explored during a workshop session.

The public comment period was opened at 5:56 p.m.

There was no one.

The public comment period closed at 5:56 p.m.

Councilmember Cole moved and Councilmember Nguyen seconded to approve 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. The motion carried by a unanimous voice vote.

### **6. Non-Scheduled Comments**

There were no comments.

### **7. Other Business**

There was none.

### **8. Adjournment**

The meeting adjourned at 5:58 p.m.



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Selestina Sandoval

City Clerk







## Grand Junction City Council

### Regular Session

Item #2.a.i.

**Meeting Date:** June 18, 2025

**Presented By:** Niki Galehouse, Planning Manager, John Shaver, City Attorney

**Department:** Community Development

**Submitted By:** Niki Galehouse, Planning Manager

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Enacting a Moratorium With Findings, Intent, and Purpose to Suspend All Regulations related to Group Living within Title 21 of the Grand Junction Zoning and Development Code; Providing that the Moratorium Shall be in Effect for a Period Which Shall Terminate at the Earliest of the City's Adoption of Further Amendment(s) to title 21 of the Grand Junction Zoning and Development Code Regarding Group Living or the Expiration of 365 Days from the Effective Date of this Ordinance and Setting a Public Hearing for July 16, 2025

#### **RECOMMENDATION:**

Staff recommends approval of this request.

#### **EXECUTIVE SUMMARY:**

In 2024 the State passed HB-24-1007 Home (Harmonizing Occupancy Measures Equitably) Act with an effective date of July 1, 2024. The State has declared the number of people living together in a single dwelling cannot be limited based on a familial relationship. The Act establishes that the matter is of "mixed concern" and, as such, the City shall not limit the number of people who may live together in a single dwelling based on familial relationship. The Act further provides that "Local governments retain the authority to implement residential occupancy limits based only on demonstrated health and safety standards...or affordable housing program guidelines." (Emphasis added.) There remains some uncertainty around how the HOME Act may affect group living uses. To allow time for further evaluation, a separate ordinance establishing a moratorium on enforcement of the City's group living regulations will be brought forward for City Council consideration.

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



## **BACKGROUND**

In 2024 the State passed HB-24-1007 Home (Harmonizing Occupancy Measures Equitably) Act with an effective date of July 1, 2024. The State has declared the number of people living together in a single dwelling cannot be limited based on a familial relationship. The Act establishes that the matter is of “mixed concern” and, as such, the City shall not limit the number of people who may live together in a single dwelling based on familial relationship. The Act further provides that “Local governments retain the authority to implement residential occupancy limits *based only on* demonstrated health and safety standards...or affordable housing program guidelines.” (Emphasis added.) There remains some uncertainty around how the HOME Act may affect group living uses. To allow time for further evaluation, a separate ordinance establishing a moratorium on enforcement of the City’s group living regulations will be brought forward for City Council consideration.

A temporary moratorium lifting implementation and enforcement of existing regulations on group living facilities allows the City to be in compliance with State law while evaluating the impacts of HB24-1007 on group living uses. During the time of the moratorium, staff will work with the State to determine if changes to the group living regulations are necessary, and if determined that they are, draft revisions accordingly. This could range from modification of the group living stratifications to a full repeal of all group living regulations, or land somewhere in the middle with establishment of a demonstrated health and safety standard for an occupancy ratio.

While the moratorium is in place, any proposed group living facilities would be able to locate within a single-unit or multi-unit dwelling, based on the structure type, without regard for occupancy limitations. The facility may be subject to any applicable building, fire, or State licensing codes or requirements they may need to comply with, but anything from the City’s Zoning & Development Code would not be applied.

This temporary moratorium is narrowly tailored and will further the health, safety, and welfare of the people of the City of Grand Junction.

## **FISCAL IMPACT:**

There is no direct fiscal impact associated with this request.

## **SUGGESTED MOTION:**

I move to introduce an ordinance enacting a moratorium to suspend all regulation of group living as established in Title 21 of the Grand Junction Municipal Code, and set a public hearing for July 16, 2025.

## **Attachments**

1. ORD-Group Living Moratorium 20250607



CITY OF GRAND JUNCTION, COLORADO  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ENACTING A MORATORIUM REGARDING COLORADO REVISED STATUTE 29-20-111 AND THE APPLICATION THEREOF TO GROUP LIVING OCCUPANCY REGULATIONS WITHIN THE CITY OF GRAND JUNCTION; PROVIDING THAT THE MORATORIUM SHALL SERVE TO SUSPEND ENFORCEMENT AND THAT APPLICATION MAY NOT BE FILED WITH THE CITY FOR A GROUP LIVING USE FOR A PERIOD WHICH MORATORIUM SHALL TERMINATE AT THE EARLIEST OF THE CITY'S ADOPTION OF AMENDMENT(S) TO CERTAIN PROVISIONS OF THE GRAND JUNCTION MUNICIPAL CODE INCLUDING BUT NOT NECESSARILY LIMITED TO 21.02.030, 21.02.040, 21.04.020, 21.04.030(b)(3), (4) AND (5), 21.08.010 AND 21.14.010 OR THE EXPIRATION OF 365 DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR FINDINGS, INTENT AND PURPOSE

RECITALS:

On April 15, 2024, Governor Polis signed HB 24-1007. That bill known as the HOME (Harmonizing Occupancy Measures Equitably) Act is codified at C.R.S. 29-20-111. The first sentence of C.R.S. 29-20-111(3) provides that a local government may not limit the number of people that live together based on familial relationship and the second sentence provides that a local government may implement residential occupancy limits on condition. While the *may not do* sentence is clear, the *may do* sentence is not, particularly when considering group living arrangements.

The second sentence specifies that residential occupancy limits are proper if those limits are based only on (or because of) health and safety standards. Because the City's Group Living regulations are established on numbers of occupants<sup>1</sup> not health and safety standards the HOME Act is presumptively applicable; however, Group Living facilities may be required to have State licensure and/or oversight, and the relationship, if any, between such license(s) and/or City regulation needs to be determined in light of the HOME Act and, as necessary or required by the City Council to safeguard the Grand Junction Municipal Code (GJMC) properly protects the health, safety and welfare of the City.

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<sup>1</sup> Group living facility means a type of group living characterized by the provision of training, treatment, supervision or other professional support or care and who receive care, training, treatment, supervision or other support from caregivers or staff on site. Tenancy is arranged on a monthly or longer basis, and the size of the group may be larger than a typical family. Uses where tenancy may be arranged for a shorter period are not considered residential; they are considered to be either a form of lodging facility. Generally, group living structures have a common eating area for residents, but a common eating area by itself, without other care, treatment, supervision or other professional or health support services being provided on site, does not indicate a group living facility (a multifamily residential facility, such as apartments, may, for example, have a common eating area).

Group living facility, small means a facility designed for and occupied by five to nine residents living together.

Group living facility, large means a facility designed for and occupied by 10 to 16 residents living together.

Group living facility, unlimited means a facility designed for and occupied by 17 or more residents living together.



Furthermore, Group Living facilities do not typically or exclusively develop in neighborhood contexts, but instead are often large, commercial type developments. In the instances when a Group Living use(s) and/or facility(ies) as presently defined and described in the GJMC is something other than a typical residence, public health, safety and welfare will be best protected/advanced by the GJMC including regulations that recognize the unique challenge(s) of a “one size fits all” approach as seems to be assumed by the HOME Act. During the moratorium the GJMC will be reviewed and revised for purposes of better processing new applications and/or enforcing the Code with respect to the HOME Act and other applicable legal standards and current land use development principles for group living uses and facilities.

A temporary moratorium suspending new applications and enforcement of the GJMC relating to Group Living is necessary and a proper exercise of the City’s authority. A moratorium will allow time for the City Manager, by and through the Community Development Department in conjunction with the City Attorney to conduct a review of GJMC, will allow the City an opportunity to evaluate potential regulation, or not, of Group Living uses, and to explore other avenues, including seeking amendment of the HOME Act to better regulate the impact of Group Living uses and facilities have on the community.

This temporary moratorium is narrowly tailored and will further the health, safety, and welfare of the people of the City of Grand Junction.

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

1. The foregoing Recitals are incorporated by reference and serve as findings of the City Council and state the City Council’s intent and purpose for this Ordinance.
2. In consideration of the finding, intent and purpose the City Council does hereby and herewith impose a moratorium on a) any new application(s) for a Group Living use as presently defined and described in Title 21 of the Grand Junction Municipal Code and b) the enforcement of Title 21 of the Grand Junction Municipal Code relating to Group Living use(s) as presently defined and described in Title 21 of the Grand Junction Municipal Code.
3. The moratorium hereby declared on all new application(s) for a Group Living use(s)/for uses not in existence as of [DATE (THE EFFECTIVE DATE OF THIS ORDINANCE)] shall be from the effective date of this Ordinance, [DATE] for the period of three hundred sixty five (365) days to [DATE] (inclusive), or until further action of the City Council ending, modifying or extending this moratorium, whichever occurs first. Such further action shall be taken accordingly by ordinance of the City Council. No application(s) pertaining to Group Living uses(s), including but not limited to, development permit and/or building permit shall be accepted for review by the City for the moratorium period as defined herein.
4. The moratorium hereby declared on all enforcement of Title 21 of the Grand Junction Municipal Code regarding Group Living use(s) in existence as of [DATE (THE EFFECTIVE DATE OF THIS ORDINANCE)] shall be from the effective date of this Ordinance, [DATE] for



the period of three hundred sixty five (365) days to [DATE] (inclusive), or until further action of the City Council ending, modifying or extending this moratorium, whichever occurs first. Such further action shall be taken accordingly by ordinance of the City Council. No application(s) pertaining to Group Living uses(s), including but not limited to, development permit and/or building permit shall be accepted for review by the City for the moratorium period as defined herein.

5. The moratorium does not suspend the enforcement of any other section(s) of the GJMC or other applicable law and all other provisions of the GJMC remain in full force and effect.

Introduced on first reading the \_\_\_ day of June 2025 and ordered published in pamphlet form.

Adopted on second reading the \_\_\_ day of \_\_\_ 2025 and ordered published in pamphlet form.





## Grand Junction City Council

### Regular Session

Item #2.a.ii.

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**Meeting Date:** June 18, 2025  
**Presented By:** Niki Galehouse, Planning Manager  
**Department:** Community Development  
**Submitted By:** Niki Galehouse, Planning Manager

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Definitions and Regulations Related to Household Occupancy Limits and Group Living Facilities, and Setting a Public Hearing for July 16, 2025

#### **RECOMMENDATION:**

Planning Commission heard this request at its June 10, 2025 meeting and voted (6-1) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

In 2024 the State passed HB-24-1007 Home (Harmonizing Occupancy Measures Equitably) Act with an effective date of July 1, 2024. The State has declared the number of people living together in a single dwelling cannot be limited based on a familial relationship. The Act establishes that the matter is of "mixed concern" and, as such, the City shall not limit the number of people who may live together in a single dwelling based on familial relationship. The Act further provides that "Local governments retain the authority to implement residential occupancy limits based only on demonstrated health and safety standards...or affordable housing program guidelines." (Emphasis added.)

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

##### **BACKGROUND**

In 2024 the State passed HB-24-1007 Home (Harmonizing Occupancy Measures Equitably) Act with an effective date of July 1, 2024. The State has declared the number of people living together in a single dwelling cannot be limited based on a familial relationship. The Act establishes that the matter is of "mixed concern" and, as such, the City shall not limit the number of people who may live together in a single



dwelling based on familial relationship. The Act further provides that “Local governments retain the authority to implement residential occupancy limits *based only on demonstrated health and safety standards...or affordable housing program guidelines.*” (Emphasis added.)

While the City has not been enforcing these standards, this Ordinance brings the City's Zoning & Development Code into compliance with State law. Specifically, the proposed amendments remove the definition of “family” and revise related terminology throughout the Code. This includes renaming “single-family” and “multifamily” dwellings to “single-unit” and “multi-unit” dwellings, respectively, with corresponding updates made throughout Title 21.

There remains some uncertainty around how the HOME Act may affect group living uses. To allow time for further evaluation, a separate ordinance establishing a moratorium on enforcement of the City's group living regulations will be brought forward for City Council consideration.

### **NOTIFICATION REQUIREMENTS**

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on May 31, 2025 in the Grand Junction Daily Sentinel. An online hearing with opportunity for public comment was held between June 3 and June 9, 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 ordinance to remove the cap on household occupancy, as required by state law, is consistent with the City's comprehensive plan and supports several of its key strategies. This change allows for greater flexibility in how people live together and helps support a wider range of housing options for different household types, without changing underlying zoning or development standards. It's particularly relevant in areas like Downtown and near the University, where there's already a mix of residents—students, professionals, retirees, and others—with varying housing needs. The ordinance also aligns with the City's broader goals around housing diversity, neighborhood preservation, and creating a more inclusive and equitable community, while still respecting the character of existing neighborhoods. It has many goals which speak to this, including:



- Plan Principle 4, Goal 1, Strategy c.: “HOUSING OPTIONS. Encourage a variety of housing options at a range of price points to support a more diversified workforce and composition of residents in Downtown and University areas including professionals, service workers, entrepreneurs, students, and retirees, among others.”
- Plan Principle 5, Goal 1, Strategy b.: "b. GEOGRAPHIC DIVERSITY. Ensure that the Land Use Plan accommodates a mixture of housing types and sizes in all areas of the city, including single-family and multi-family home types at varying densities, sizes, and price points."
- Plan Principle 5, Goal 3, Strategy c.: “PRESERVING HISTORIC HOMES AND CHARACTER. Encourage the preservation of the city’s historic homes and neighborhoods.”
- Plan Principle 10, Goal 3, Strategy a: “CULTURAL COMPETENCY. Engage with the community to identify opportunities to create a more inclusive, equitable, and safe community that celebrates the city’s diverse population.”
- Plan Principle 11, Goal 4, Strategy d.: "STATE LEGISLATION. Engage with state representatives and advocate for legislation that is consistent with the City’s goals."

Staff finds this criterion has been met.

**(B) Consistency with Zoning and Development Code Standards**

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

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

**(C) Specific Reasons**

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

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

- To address trends in development or regulatory practices;  
This text amendment **addresses trends in regulatory practices** enacted by the Colorado State Legislature by removing noncompliant language that defined a family as four or fewer people and outlined use types using this capacity measure. As a result, there is no limitation to the number of persons who may reside in a single-unit dwelling.
- To expand, modify, or add requirements for development in general or to address specific development issues;
- To add, modify or expand zone districts; or
- To clarify or modify procedures for processing development applications.



Staff finds this criterion has been met.

**RECOMMENDATION AND FINDING OF FACT**

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

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

Planning Commission heard this request at its June 10, 2025 meeting and voted (6-1) to recommend approval of the request.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with this request.

**SUGGESTED MOTION:**

I move to an ordinance amending Title 21 Zoning and Development Code of the Grand Junction Municipal Code, publish the ordinance in pamphlet form and set a public hearing for July 16, 2025.

**Attachments**

1. Planning Commission Minutes - 2025 - June 10 - DRAFT
2. Household Definition Draft Ordinance\_CLEAN



**GRAND JUNCTION PLANNING COMMISSION**  
**June 10, 2025, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:30 p.m. by Vice Chairman Quintero.

Those present were Planning Commissioners; Andrew Teske, Shanon Secrest, Sandra Weckerly, Orin Zyvan, Ian Moore, and Ian Thomas.

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

There were 2 members of the public in attendance, and 0 virtually.

**CONSENT AGENDA**

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**1. Approval of Minutes**

Minutes of Previous Meeting(s) from May 27, 2025.

**2. Grand West Utility Easement Vacation**

Consider a request to vacate drainage, landscape, and utility easements on a 17.54-acre parcel located at 2980 Highway 50 including all of the following: Drainage, Utility & Landscape Easement shown on the plat of Orchard Mesa Properties-Phase I, Reception Number 1264371, all of the Drainage Utility & Landscape Easements on Lot 2 of Orchard Mesa Properties Phase II, and all of the Drainage, Utility & Landscape Easement shown on Lot 1 of the plat of Orchard Mesa Properties Phase 3, Reception Number 1952685.

Commissioner Teske recused himself from voting on the Consent Agenda.

*Commissioner Moore moved to approve the Consent Agenda.*

*Commissioner Weckerly seconded; motion passed 6-0.*

**REGULAR AGENDA**

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**1. Zoning Code Amendment - Household Size, Occupancy, & Group Living      **ZCA-2025-307****

Consider an Ordinance Amending Sections Of The Zoning And Development Code (Title 21 Of The Grand Junction Municipal Code) Regarding Definitions And Regulations Related To Household Size, Occupancy Limits, And Group Living Facilities.

**Staff Presentation**

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



## **Questions for Staff**

Commissioner Weckerly asked for clarification on if the group living moratorium was for the code language or the use in general. She asked about amendments to the Residential Attached and Multifamily Design Standards (21.05.050). She asked how Group Living facilities were addressed under current code and what enforcement action is taken.

Commissioner Secrest asked Jamie Beard about the legal implications of approving this ordinance and questioned whether the occupancy changes aligned with the City's goals.

Commissioner Zyvan asked about the timeline for the Group Living moratorium.

Commissioner Moore speculated on compliance with occupancy standards and group living if the moratorium were to be lifted.

Vice Chair Quintero asked how other municipalities were handling HB-24-1007.

## **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, June 3, 2025, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

*Lincoln Folkers with the Ark of Mesa County spoke in opposition of the moratorium on Group Living.*

*Cody Kennedy spoke in opposition of the moratorium on Group Living.*

*The public comment period was closed at 6:14 p.m. on June 10, 2025.*

Niki Galehouse clarified the intent of the proposed moratorium on Group Living.

Commissioner Weckerly asked if the moratorium made it easier to open a Group Home. She noted that the moratorium pertained to the zoning code text about group living and was not a moratorium on the use itself.

Commissioner Moore asked what impact the moratorium might have on existing and future group living facilities.

Commissioner Zyvan asked how the text changes affected the implementation of Group Living as a use.

Commissioner Teske asked about the language in HB24-1007 regarding the current definition of family and its connection to occupancy and group living. He asked if there are any building/fire code provisions or health and safety standards that limited occupancy for a given space.

*The Public Hearing was closed at 6:22 p.m. on June 10, 2025.*



## **Discussion**

Discussion ensued about occupancy limits, the definition of family, and HB24-1007.

## **Motion and Vote**

Commissioner Moore 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-2024-702, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report.”

*Commissioner Thomas seconded; motion passed 6-1 with Commissioner Secrest dissenting.*

## **OTHER BUSINESS**

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Niki Galehouse noted that the Planning Commission Workshop on June 19 was cancelled for the holiday and there were no items for the hearing on June 24, so it was also cancelled. She encouraged watching the recording of the workshop from June 5. She indicated that there were a few upcoming vacancies for the commission.

## **ADJOURNMENT**

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Commissioner Weckerly moved to adjourn the meeting.

*The vote to adjourn was 7-0.*

The meeting adjourned at 6:53 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 DEFINITIONS AND REGULATIONS RELATED TO HOUSEHOLD OCCUPANCY LIMITS AND GROUP LIVING FACILITIES**

Recitals

In 2024 Governor Polis signed HB-24-1007 (Harmonizing Occupancy Measures Equitably) (“Act”) with an effective date of July 1, 2024. The Act establishes that the City of Grand Junction (“City”) shall not limit the number of people living together in a single dwelling based on a familial relationship. The Act establishes that the matter is of “mixed concern” and, as such, the City shall not limit the number of people who may live together in a single dwelling based on familial relationship. The Act further provides that “Local governments retain the authority to implement residential occupancy limits *based only on* demonstrated health and safety standards...or affordable housing program guidelines.” (Emphasis added.)

After public notice and public hearing as required by the Grand Junction Zoning and Development Code (“Code”), the Grand Junction Planning Commission recommended approval of the amendments to the Code regarding the Act.

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Zoning & Development Code implement the amendments required by the Act.

**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):**



## 21.02.070 DEVELOPMENT FEES

### (a) Development Impact Fees.

...

#### (5) Development Impact Fees to Be Imposed.

##### (i) Fee Obligation, Payment, and Deposit.

...

- (G) Time of Submittal. For nonresidential and multifamily-unit development [excluding townhomes, duplexes, and condominium residence(s)] the fee shall be calculated as of the submission of a complete application and construction commences within two years of approval. Should construction fail to commence within two years, the applicant shall pay those fees in place at the time of issuance of a Planning Clearance.

...

##### (ii) Exemptions.

...

- (G) Complete Development Application Approved Prior to Effective Date of Chapter. For development for which a complete application for a Planning Clearance was approved prior to January 1, 2020; and for nonresidential and multifamily-unit development for which a complete application was submitted prior to January 1, 2020, so long as construction commences by January 1, 2022, the required fees shall be those in effect at time of submittal.

**Table 21.02-8: Impact Fee Schedule (2023) Fire, Police, Parks and Recreation & Transportation**

		Fire	Police	Parks & Recreation	Transportation
<b><u>Single-Familyunit</u></b>					
...					
<b><u>Multi-familyunit</u></b>	Dwelling	\$494	\$212	\$897	\$2,881
...					



...

(b) School Land Dedication Fee.

(1) Standard for School Land Dedication....

...

(ii) Payment, Prepayment, Exemption, Credit, and Refund of SLD Fee.

(A) No building permit shall be issued for a ~~building dwelling, multiple-family dwelling or multifamily dwelling~~ which is or contains one or more dwelling units until and unless the SLD fee for such dwelling unit in effect at the time such permit is applied for has been paid as required by this section.

(B) Nothing in GJMC § 21.02.070(b)(1)(i) shall preclude a holder of a development permit for a residential development or mixed-use development containing a residential development component from prepaying the SLD fees to become due under this section ~~for one or more dwellings, multiple-family dwellings or multifamily dwellings to be constructed in such development~~. Such prepayment shall be made upon the filing of a Final Plat for residential development, at the SLD fee rate then in effect and in the amount which would have been due had a building permit application for such dwelling been pending at the time of prepayment. A subsequent building permit for a dwelling, ~~multiple-family dwelling or multifamily dwelling which is or contains one or more dwelling units~~ for which the SLD fees have been prepaid shall be issued without payment of any additional SLD fees. However, if such permit would allow additional dwelling units for which SLD fees have not been prepaid, such permit shall not be issued until the SLD fees for such additional dwelling units have been paid at the rate per dwelling unit in effect at the time the building permit application was made.

**21.03.040      DIMENSIONAL STANDARDS GENERAL RULES AND EXCEPTIONS**

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...

(e) Setback Exceptions

...

(5) Special Setbacks. The following special setbacks shall apply where noted:

...

(i) On corner lots, in areas where an existing parkway strip exceeds 10 feet in width between a sidewalk and the curb, the front yard setback on a side street may be varied by the Director under the conditions and restrictions listed below. A side street shall be considered that street corresponding to the side yard of the majority of the structures on a block. In unusual or conflicting circumstances, the Director shall designate which street is the side street.

...

(B) A variance may be approved only for a single-family unit residential use.

...



## 21.03.050 ZONE DISTRICTS AND DIMENSIONAL STANDARDS

### 21.03.050 Residential Districts.

...

#### (c) Standards Applicable to All Residential Zone Districts

...

##### (1) Setbacks

...

- (ii) Attached ~~single-family~~unit dwellings that front onto a private drive, shared drive, parking lot, or other private access way shall be set back a minimum of 15 feet from the edge of the access way, with front loading garages set back a minimum of 20 feet from any vehicular or pedestrian access way.

#### (d) Residential Rural (R-R).

- (1) Intent. To provide areas for low intensity agricultural operations and large lot single-~~family~~unit detached dwelling uses in a rural setting. This district is appropriate for the Rural Residential future land use designation or where terrain and/or lack of public facilities and services require low intensity development, as indicated in Table 21.03-2: Comprehensive Plan Implementation.

...

#### (e) Residential Estate Retired (R-ER).

- (1) Intent. The Residential Estate zone district has been retired from future use. Property that is zoned R-E as of the Effective Date shall be permitted to continue as conforming to this Code but rezoning any additional areas to R-E is prohibited. The intent of the R-ER zone district is to provide areas for low density, estate-type single-~~family~~unit residential detached dwelling development on lots of at least one acre in size.

...

#### (g) Residential 2 Retired (R-2R).

- (1) Intent. The Residential 2 zone district has been retired from future use. Property that is zoned R-2 as of the Effective Date shall be permitted to continue as conforming to this Code but rezoning any additional areas to R-2 is prohibited. The intent of the R-2R district is to provide areas for single-~~family~~unit and two-family residential and duplex uses where adequate public facilities and services exist.

...

#### (h) Residential Low 4 (RL-4).

- (1) Intent. To provide for single-~~family~~unit and two-family residential and duplex uses where adequate public facilities and services are available. The RL-4 zone district is appropriate to implement the Residential Low future land use designation, as indicated in Table 21.03-2: Comprehensive Plan Implementation, and may be used as a transition between Rural Residential more intense RL-5 for RM-8 zone districts.

...

#### Lot Standards

Dimensions (min, length ft or area sf)

#### Building Standards

Setbacks: Principal Structure (min, ft)



Lot Standards	
Lot Area	
Single-unit <u>Detached</u> , Duplex	7,000/structure
Single-Family-unit Attached	2,500/unit
Multifamily-unit	Not allowed
Civic and Institutional	20,000/structure
Lot Width	
Lot area measured by structure	70
Lot area measured by unit	25
Lot Frontage	20
Cluster allowed per <b>Error! Reference source not found.</b>	Yes
Density (units/acre)	
Minimum   Maximum	2   4
Cluster allowed per <b>Error! Reference source not found.</b>	Yes
Lot Coverage (max, %)	
Lot Coverage	50
Maximum Number of Dwelling Units	
Single-Family-unit Attached	4
All Other Residential Uses	As allowed by density

Building Standards		
<b>A</b>	Front	15
<b>B</b>	Street Side	15
<b>C</b>	Side	7
<b>D</b>	Rear	25
Setbacks: Accessory Structure (min, ft)		
	Front	25
	Street Side	20
	Side	3
	Rear	5
Height (max, ft)		
<b>E</b>	Height	40

Notes: See **Error! Reference source not found.** for setback adjustments

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

- (1) Intent. To provide for a low-density development pattern that may include detached and attached dwellings along with small-scale multifamily-unit structures in the Residential Low future land use designation, as indicated in Table 21.03-2: Comprehensive Plan Implementation.

...

Lot Standards	
Dimensions (min, length ft or area sf)	
Lot Area	

Building Standards		
Setbacks: Principal Structure (min, ft)		
<b>A</b>	Front	15



Single-unit <u>Detached</u> , Duplex	4,000/structure
Single-Family <u>unit</u> Attached	2,000/unit
Multifamily <u>unit</u>	No min
Civic and Institutional	20,000
Lot Width	
Lot area measured by structure	40
Lot area measured by unit	20
Lot Frontage	20
Cluster allowed per <b>Error! Reference source not found.</b>	Yes
Density (units/acre)	
Minimum   Maximum	3   5.5
Lot Coverage (max, %)	
Lot Coverage	60
Maximum Number of Dwelling Units	
Multifamily <u>unit</u>	4
All Other Residential Uses	As allowed by density

<b>B</b>	Street Side	15
<b>C</b>	Side	5
<b>D</b>	Rear	15
Setbacks: Accessory Structure (min, ft)		
	Front	25
	Street Side	20
	Side	3
	Rear	5
Height (max, ft)		
<b>E</b>	Height	40

Notes: See **Error! Reference source not found.** for setback adjustments

(j) Residential Medium 8 (RM-8).

- (1) Intent. To provide for medium density detached dwellings, ~~two-family duplex~~ and other attached single-family unit dwellings, and medium-sized multifamily unit structures. RM-8 is appropriate for the creation of neighborhoods with a mix of housing types or as a transitional district between low density zone districts such as RL-4 and higher density multifamily unit or Mixed-Use districts. RM-8 is appropriate as indicated in Table 21.03-2: Comprehensive Plan Implementation.

...

Lot Standards	
Dimensions (min, length ft or area sf)	
Lot Area	
Single-unit <u>Detached</u> , Duplex	3,000/structure
Single-Family <u>unit</u> Attached	1,200/unit
Multifamily <u>unit</u>	No min
Civic and Institutional	20,000

Building Standards		
Setbacks: Structure (min)		
<b>A</b>	Front [1]	15
<b>B</b>	Street Side	15
<b>C</b>	Side	5
<b>D</b>	Rear	10
Setbacks: Accessory Structure (min)		



Lot Standards	
Lot Width	
Lot Area Set by Structure	40 per lot
Lot Area Set by Unit	16 per unit
Lot Frontage	20 per lot
Density (units/acre)	
Minimum   Maximum	5.5   8
Lot Coverage (max, %)	
Lot coverage	75

Building Standards		
	Front	25
	Street Side	20
	Side	3
	Rear	5
Height (max, ft)		
<b>E</b>	Height	50

Notes: [1] Vehicle storage, including a garage, required front setback is 20 ft.

See **Error! Reference source not found.** for setback adjustments

(k) Residential Medium 12 (RM-12)

...

Lot Standards	
Dimensions (min, length ft or area sf)	
Lot Area, any type of unit	No min
Lot Width	30 per lot
Triplex, Fourplex, Townhome	16 per unit
Lot Frontage	20
Density (units/acre) GJMC Error! Reference source not found.	
Minimum   Maximum	8   12
Lot Coverage (max, %)	
Lot coverage	75

Notes: [1] Single-family-unit attached vehicle storage, including a garage, required front setback is 20 ft.

See **Error! Reference source not found.** for setback adjustments

Building Standards		
Setbacks: Principal Structure (min)		
<b>A</b>	Front [1]	15
<b>B</b>	Street Side	15
<b>C</b>	Side	5
<b>D</b>	Rear	10
Setbacks: Accessory Structure (min)		
	Front	25
	Street Side	20
	Side	3
	Rear	5
Height (max, ft)		
<b>E</b>	Multifamily-unit	65
	Single-Family-unit Attached	50



(l) Residential High 16 (RH-16).

- (1) Intent. To provide for high density residential use. This district allows multifamily-unit development within specified densities. This district is intended to allow high density residential unit types and densities to provide a balance of housing opportunities in the community. RH-16 may also serve as a transitional district between Residential Medium and Mixed-Use or Commercial future land use designations and zone districts. RH-16 is appropriate as indicated in Table 21.03-2: Comprehensive Plan Implementation.

...

Lot Standards	
Dimensions (min, length ft or area sf)	
Lot Area any type of unit	No min
Lot Width	30 per lot
Triplex, Fourplex, Townhome	16 per unit
Lot Frontage	20
Density (units/acre)	
Minimum   Maximum	12   16
Density measurement GJMC <b>Error! Reference source not found.</b>	
Lot Coverage (max, %)	
Lot coverage	75
Notes: [1] Single-family-unit attached vehicle storage, including a garage, required front setback is 20 ft. See <b>Error! Reference source not found.</b> for setback adjustments	

Building Standards		
Setbacks: Principal Structure (min)		
<b>A</b>	Front [1]	15
<b>B</b>	Street Side	15
<b>C</b>	Side	5
<b>D</b>	Rear	10
Setbacks: Accessory Structure (min)		
	Front	25
	Street Side	20
	Side	3
	Rear	5
Height (max, ft)		
<b>E</b>	Multifamily-unit	60
	Single-Family-unit Attached	50

(m) Residential High 24 (RH-24).

- (1) Intent. To provide for high density residential use. RH-24 allows multifamily-unit development within specified densities. This district is intended to allow high density residential unit types and densities to provide a balance of housing opportunities in the community. RH-24 may also serve as a transitional district between Residential Medium and Mixed-Use or Commercial future land use designations and zone districts. RH-24 is appropriate as indicated in Table 21.03-2: Comprehensive Plan Implementation.

...

Lot Standards	
Dimensions (min, length ft or area sf)	
Lot Area, all unit types	No min
Lot Width	30 per lot

Building Standards		
Setbacks: Principal Structure (min)		
<b>A</b>	Front [1]	15
<b>B</b>	Street Side	15



Lot Standards	
Triplex, Fourplex, Townhome	16 per unit
Lot Frontage	20
Density (units/acre)	
Minimum   Maximum	16   N/A
<i>Density measurement GJMC <b>Error! Reference source not found.</b></i>	
Lot Coverage (max, %)	
Lot coverage	80
Notes: [1] <u>Single-family-unit</u> attached vehicle storage, including a garage, required front setback is 20 ft. See <b>Error! Reference source not found.</b> for setback adjustments	

Building Standards		
<b>C</b>	Side	5
<b>D</b>	Rear	10
Setbacks: Accessory Structure (min)		
	Front	25
	Street Side	20
	Side	3
	Rear	5
Height (max, ft)		
<b>E</b>	<u>Multifamily-unit</u>	100
<u>Single-Family-unit</u> Attached	Single- <u>unit</u> Attached	50



21.03.060 Mixed-use districts.

...

(d) Mixed-Use Light Commercial (MU-2).

- (1) Intent. The MU-2 district is intended to accommodate commercial, employment, multifamily-unit, and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. Commercial uses in the MU-2 district may be somewhat larger in scale and more flexible than the MU-1 district, including more auto-oriented uses such as gas stations. While ground stories along streets are intended for commercial uses, the upper stories are appropriate for residential and/or office uses. MU-2 is appropriate as indicated in Table 21.03-2: Comprehensive Plan Implementation.

...

(e) Mixed-Use Downtown (MU-3).

...

(4) District Specific Standards

...

- (ii) Open Space. Applications for multifamily-unit or mixed-use developments in an MU-3 zone district shall be required to pay the in-lieu fee, as determined in GJMC § 21.05.030(a), rather than provide a land dedication.

**21.04.020 PRINCIPAL USE TABLE**

...

- (c) Abbreviations Used in the Table. This excerpt from Table 21.04-1 is included to illustrate the use table abbreviations. Current use allocations are provided in Table 21.04-1; this excerpt is not regulatory.

Zone Districts	R-R	R-ER	R-1R	R-2R	RL-4	RL-5	RM-8	RM-12	RH-16	RH-24	MU-1	MU-2
<b>Residential Uses</b>												
Household Living												
Dwelling, single-family-unit attached	A	A	A	A	A	A	A				A	

...

**(e) Use Table**

Zone Districts	R-R	R-ER	R-1R	R-2R	RL-4	RL-5	RM-8	RM-12	RH-16	RH-24	MU-1	..
<b>Residential Uses</b>												



Household Living												
...												
Dwelling, single-family-unit detached	A	A	A	A	A	A	A					
Dwelling, single-family-unit attached			A		A	A	A	A	A	A	A	A
...												
Dwelling, multifamily-unit						A	A	A	A	A	A	A
...												
Telecommunications												
...												
Base station with concealed attached antennas	<p>A</p> <p>Except NOT allowed on structures the principal use of which is a single-family-unit detached or attached dwelling, tiny home dwelling, duplex, group living (all), day care center, and multifamily-unit dwellings of fewer than three stories.</p>											
Base station with non-concealed attached antennas	<p>C</p> <p>Except NOT allowed on structures the principal use of which is a single-family-unit detached or attached dwelling, tiny home dwelling, duplex, group living (all), day care center, and multifamily-unit dwellings of fewer than three stories.</p>											
Tower, concealed	C	<p>C</p> <p>Except NOT allowed on any site or lot where the principal use is a single-family-unit detached or attached, tiny home, or duplex dwelling.</p>						C	C	C	C	
...												



...

(b) Residential Uses and Structures.

(1) Cottage Court Dwelling.

...

(ii) Design Standards.

...

- (E) Multifamily-unit dwellings landscaping requirements apply per GJMC Chapter 21.07 and may count toward up to 30% of the required private common open space.

...

(5) Group Living Facility.

(i) Standards.

...

(C) Density and Minimum Lot Area.

...

- b. The site must contain at least 500 square feet per resident, except where a multifamily-unit structure is being converted to a group living facility, in which case the minimum adequate lot area shall be in accordance with the requirements of the zone district.

(e) Industrial Uses.

...

(5) Telecommunications Facilities.

...

(xiii) New Base Stations – Concealed and Nonconcealed.

- (A) Antennas and equipment may be mounted onto a structure that is not primarily constructed for telecommunications purposes in accordance with Table 21.04-1: Principal Use Table. A permit is required for base station antennas and equipment mounted onto such an alternative structure. In Residential zone districts, the following structures shall not be used as base stations or to support PWSF or commercial antenna(s): single-familyunit detached dwelling, single-familyunit attached dwelling, duplex dwelling, multifamily-unit dwelling of fewer than three stories in height, any use categorized as group living in Table 21.04-1: Principal Use Table, or adult or child day care center.

...

(xvii) Concealed and Nonconcealed Telecommunications Towers (Not Including DAS or Broadcast Tower).

...

(B) Development Standards

h. Visibility.

1. Concealed.

...



- iii. In Residential zone districts and in Mixed-Use zone districts that include residential uses, new concealed towers shall not be permitted on lots where the principal use or principal structure is single-family~~unit~~ detached dwelling, single-family~~unit~~ attached dwelling, duplex dwelling, multifamily~~unit~~ dwelling of fewer than three stories in height, any use categorized as group living in Table 21.04-1: Principal Use Table, or adult or child day care center of fewer than three stories. Examples of land uses/structure types in residential areas where the site may include a concealed tower are: school, religious assembly, fire station, stadium tower or stand, or other similar institutional/civic uses/structures.

...

(xviii) Broadcast Towers...

...

- (a) Setbacks. New broadcast facilities and anchors shall be set back a minimum of 500 feet from any single-family~~unit~~ detached dwelling unit on the same zone lot; and a minimum of one-foot for every one-foot of tower height from all adjacent lots of record.

...

## 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~~unit~~ attached dwelling, a single-family~~unit~~ detached dwelling, or a duplex dwelling. Any restrictions in an ODP or PD ordinance regarding accessory dwelling units that are more restrictive than the Code shall not be enforced<sup>1</sup>. ADUs are not allowed in conjunction with cottage court dwellings. 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~~unit~~ detached dwelling or a single-family~~unit~~ 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.).

...

(3) Industrial Uses.

...

---

<sup>11 1</sup> Pending adoption of Ordinance \_\_\_\_, being heard by City Council on June 18, 2025.



(ii) Outdoor Storage, Accessory.

...

(B) Additional Standards for Residential Zone Districts.

...

- b. Dumpsters and refuse containers for new multifamily-unit dwellings, commercial and industrial uses shall be enclosed in a solid, opaque enclosure constructed of brick, masonry, stucco, or wood at least six feet tall.

## 21.05.020 REQUIRED IMPROVEMENTS

---

...

(e) Multi-Modal Transportation System.

...

(5) Shared Driveway (Autocourt).

(iii) Access.

- (A) No more than five single-family-unit lots shall abut or touch any portion of the shared driveway and no more than five single-family-unit dwellings units may utilize a single shared driveway.

...

(7) Bicycle Circulation.

(i) Required Bicycle Access.

- (A) All new development, except individual lot development of a single-family-unit detached or duplex dwelling, shall include reasonably direct connections to Active Transportation Corridors to the maximum extent practicable.

...

(ii) Bike Lane Right-of-Way Required.

- (A) All new development except individual lot development of a single-family-unit detached or duplex dwelling (including subdivisions for such dwellings) shall provide right-of-way for bike lanes along the frontage of the development site with an existing street where bike lanes are called for by the Comprehensive Plan or other City-adopted plans addressing transportation (unless an existing bike lane meeting City standards is already in place). The Director and/or the City Engineer may allow alternatives to this requirement where compliance is impractical.

...

(8) Pedestrian Circulation.

(i) Required Pedestrian Access.

- (A) Each development with one or more buildings, except individual lot development of a single-family-unit detached or duplex dwelling, shall provide reasonably direct paved pedestrian sidewalk connections from the front of principal building main entrances to abutting public streets, between all principal buildings, between



buildings and outlying parking areas, between buildings and transit facilities, and between the development and any abutting Active Transportation Corridor.

#### **21.05.030     PARKS, OPEN SPACE, AND TRAILS.**

---

...

(a) Open Space Dedication or Payment of Fee In-Lieu.

...

(1) Applicability.

...

- (ii) Private open space and/or a private recreational area(s) in any development, or an outdoor living area(s) required in a multifamily-unit development, shall not satisfy this open space dedication requirement.

#### **21.05.040     RESIDENTIAL COMPATIBILITY STANDARDS**

---

...

(b) Applicability.

- (1) The residential compatibility standards in this subsection apply when single-family-unit attached of three units or more, multifamily-unit residential, mixed-use development, or nonresidential development is proposed adjacent to structures in an R-R, R-ER, R-1R, R-2R, RL-4, or RL-5 zone district (protected residential districts).

...

- (3) Conformity with the design requirements in this section shall be the responsibility of the multifamily-unit, mixed-use, or nonresidential development applicant and shall be located on the property subject to the development application.

#### **21.05.050     RESIDENTIAL ATTACHED AND MULTIFAMILY-UNIT DESIGN STANDARDS**

---

...

(b) Applicability.

...

(1) New Development.

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

...

(c) General Standards for All Residential Attached and Multifamily-Unit Development.

- (1) Mix of Housing Types. Developments should promote a diverse community through the provision of a variety of housing types, such as a combination of duplex, tri-plex, four-plex, townhomes, apartments, and single-family-unit dwellings units in a range of sizes.



Developments are encouraged that are not dominated by a single type of home or dwelling unit.

...

- (d) Development with Three or More Principal Structures. In addition to GJMC § 21.05.050(c), these standards apply to all attached single-family-unit or multifamily-unit developments with three or more principal structures. For example, this would include a development with three rows of townhomes or three apartment buildings. These standards are applicable whether the units are designed for individual lots or not.

...

(3) Circulation and Parking

...

- (iii) Parking areas and freestanding parking structures (detached garages or carports) shall not occupy more than 30% of each perimeter public street frontage of a multifamily-unit development.

...

#### 21.06.010 ENVIRONMENTAL AND SENSITIVE LAND REGULATIONS

...

- (b) Applicability. The provisions of this section, in addition to any other applicable regulation(s), shall apply to a Planned Development Outline Development plan, Preliminary Subdivision Plat or Simple Minor<sup>2</sup> Subdivision for environmental and sensitive lands. This section shall not apply to the following:

- (1) Development of a single-family-unit detached dwelling on any lot or parcel in existence as of the Effective Date;

...

#### 21.08.010 OFF-STREET PARKING AND LOADING

...

**Table 21.08-1: Minimum Off-Street Vehicle Parking Requirements**

GFA = Gross Floor Area

	Minimum Vehicle Parking
<b>Residential Uses</b>	
Household Living	
Dwelling, Single-Family-unit Detached	2 per unit
Dwelling, Single-Family-unit Attached	1 per unit
...	

<sup>2</sup> Pending adoption of Ordinance \_\_\_\_, being heard by City Council on June 18, 2025.



**Table 21.08-1: Minimum Off-Street Vehicle Parking Requirements**

GFA = Gross Floor Area

	Minimum Vehicle Parking
Dwelling, <u>Multifamily-unit</u>	1 bedroom: 1 per unit 2 bedroom: 1.5 per unit 3+ bedroom: 2 per unit Affordable Housing: 0.75 per unit
...	

**(d) Parking Credits and Adjustments.**

- (1) Parking Reductions. The minimum parking requirements in Table 21.04-1 may be adjusted as described in this section. The following reductions do not require the submittal of an alternative parking plan.

...

**(ii) Shared Parking Facility Reduction.****(A) Calculation.**

- a. Where two or more uses listed in Table 21.04-1 share a parking lot or structure, the total off-street parking requirement for those uses may be reduced by the factors shown in the table below.

**Table 21.08-2: Shared Parking Reduction**

Property Use	<u>Multifamily-unit</u> Dwellings	Public, Institutional, and Civic	Food and Beverage, Indoor Recreation, or Lodging	Retail Sales	Other Commercial or Industrial
<u>Multifamily-unit</u> Dwellings	1.0				
...					

- b. To calculate the shared parking reduction, add the requirements for each use category and then divide the sum by the factor shown for that combination of use categories in Table 21.08-3. For example, a development with 5,000 square feet of small retail space (three per 1,000 square feet gross floor area) and 20, two-bedroom multifamily-unit dwelling units (1.5 per dwelling unit) would take the total spaces required and divide by 1.2.

$$(15) + (30) = 45$$

$$45/1.2 = 37.5$$

The shared parking requirement is 38 spaces.

...

**(e) Vehicle Parking Location and Design.**

- (1) Location.



...

- (ii) Parking spaces in Residential zone districts shall not be in a front yard setback, except for parking in driveways for detached single-family-unit detached or duplex dwelling structures. In no case shall parking be allowed in parkway strips (the area between the sidewalk and curb or edge of pavement).

...

(4) Pedestrian Crossings.

...

- (iv) To the maximum extent practicable, parking lots for multifamily-unit, mixed-use, and nonresidential development shall be designed to allow for cross-access to adjacent properties to encourage shared parking and access points on public or private streets. This may be established by one or more of the following:

...

## 21.08.020 BICYCLE PARKING AND STORAGE

### (a) Amount Required.

- (1) 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 21.08-3: Minimum Bicycle Parking Spaces Required		
Use or Use Category	Short-Term Spaces	Long-Term Spaces
Multifamily-unit Dwelling	2 plus .05 per bedroom	2 plus .05 per bedroom
...		

## 21.08.030 ELECTRIC VEHICLE CHARGING FACILITIES

Where a permanent parking lot or structure is required for new development or the redevelopment of multifamily-unit dwellings or nonresidential uses, the lot or structure shall be provided with electric vehicle power transfer infrastructure in compliance with the Colorado Model Electric Ready and Solar Ready Code. For the purpose of this section, redevelopment shall include the replacement or addition of dwellings units or redevelopment or expansion that results in a 65% or greater increase of the gross square footage of an existing structure.

...

## 21.09.050 ACCESS, CIRCULATION, AND CONNECTIVITY

...

### (b) Access to Public Streets.

...

- (3) Single-family-unit attached dwellings and/or multifamily-unit dwellings with no street frontage or limited street frontage may be allowed by the Director provided access is reasonably and readily available for each dwelling unit through the use of private streets, shared drives, parking lots, and/or other specifically identified limited common elements.



- (4) Single-family-unit residential lots may be located on a loop lane providing access to a public street, provided the loop lane complies with standards in GJMC § 21.05.020(e)(6).

...

## **21.10.080 SIGN STANDARDS BY ZONE DISTRICT**

---

...

- (b) Residential Zone Districts. One permanent sign per residential lot not exceeding six square feet in area is allowed, subject to the standards below.

...

- (1) One permanent monument sign up to 32 square feet in area is allowed at a multifamily-unit apartment/condominium building/complex and on each common area parcel that abuts a public right-of-way; for purposes of this subsection, "common area parcel" means a parcel that is owned by a homeowners' association for the benefit of all lot owners in a planned community, common interest community or condominium.

...

## **21.12.010 NONCONFORMITIES IN GENERAL**

---

...

- (d) Abandonment

...

- (2) Residential Nonconformities

(i) A nonconforming residential use, other than a single-family-unit dwelling, that has not been occupied for a continuous period of 12 months, for whatever reason, shall be considered to be abandoned and shall not be reoccupied except in conformance with all applicable provisions of this Code.

(ii) A nonconforming single-family-unit dwelling that has not been occupied for a continuous period of 12 months or longer shall not be considered to be abandoned and may be reoccupied at any time provided the structure has not been changed, legally or illegally, to a nonresidential use or multiple-unit residential use.

...

## **21.14.010 MEASUREMENTS**

---

...

- (c) Lot and Site Measurements

...

- (5) Setbacks.

...

- (i) Measurement

...



- (B) There is no internal side setback for attached single-family~~unit~~ dwellings or the common wall of ~~two-family~~ duplex dwellings. Side setbacks shall be measured at the external wall of attached dwellings.

...

(e) Household Occupancy.

- (1) The number of occupants in a dwelling unit shall not exceed the maximum allowed by health and safety standards (if and when any are found or adopted) and/or by any applicable state or federal law or regulation, and/or by applicable affordable housing standards, if any.

...



## 21.14.020 DEFINITIONS

---

*Campsite* means any defined area which is used for overnight stays by an individual, a ~~single camping family~~, group, or other similar entity.

...

*Development Impact Fee-Related Definitions.* For purposes of GJMC § 21.02.070, the following terms shall have the following meanings:

...

*Commencement of impact-generating development.* Commencement of impact-generating development occurs upon either:

1. The submittal of a complete application for the development of a nonresidential development or ~~multifamily-unit~~ for-rent development for which construction commences on or before two years from the date of complete application submittal; or
2. Planning Clearance for residential uses intended for fee simple ownership such as single-~~family-unit~~ homes, townhomes, or condominiums.

...

*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.

...

*Dwelling, co-housing* means a community of private dwelling units that includes shared spaces, such as a community room, or shared facilities, such as a kitchen for community use. Each private unit must include sleeping and sanitary facilities. Where community spaces or facilities are provided, they need not be provided in individual units. Dormitories, rooming/boarding houses, and fraternities or sororities are not considered co-housing. Co-housing may be designed as either a ~~multifamily-unit~~ structure or cottage court development.

*Dwelling, cottage court* means a residential development, including co-housing developments, that combines a group of small individually owned or rented ~~single-family unit dwellings-units~~, including tiny homes, on a single parcel of land that are oriented around a shared open space for communal use by the residents of the development and may include a shared parking area and/or a shared community building.

*Dwelling, duplex* means a single residential building on a single lot containing two dwelling units, each designed for use and occupancy by no more than one ~~family household~~. The two units must be able to function as dwelling units independently of each other, but may be located side-by-side, in front and behind, or above and below each other.

*Dwelling, multifamily-unit* means a building(s) arranged, designed, and intended to be used for occupancy by three or more ~~families households~~ living independently of each other and containing three or more dwelling units on the same or separate lots.



*Dwelling, single-familyunit detached* means a residential building designed for use and occupancy by no more than one family household and is not attached to any other dwelling or building by any means (except an approved accessory dwelling unit), on a single lot. Manufactured homes and tiny homes shall be considered single-familyunit detached dwellings.

*Dwelling, single-familyunit attached* means two or more attached single-familyunit dwellings units attached side by side under one roof that share a common vertical side or rear wall reaching from the building foundation to the roof structure, each of which is located on its own separate lot. This use is also referred to as a townhome.

*Dwelling, tiny home* means a structure that:

- (1) Is permanently constructed on a vehicle chassis;
- (2) Is designed for long-term residency;
- (3) Includes electrical, mechanical, or plumbing services that are fabricated, formed, or assembled at a location other than the site of the completed home;
- (4) Is not self-propelled; and
- (5) Has a square footage of not more than 400 square feet.

In order to meet this definition, a tiny home must be built to the International Residential Code as adopted by the Building Codes & Standards program within the Division of Housing. Colorado tiny homes will receive a metal plate insignia that certifies the tiny home is built to the codes and standards of the program. This use does not include manufactured homes, recreational park trailers, or recreational vehicles.

A tiny home may be a single-familyunit detached dwelling unit or an accessory dwelling unit.

...

~~*Family* means any number of related persons living together within a single dwelling unit as a single housekeeping unit, but not more than four persons who are unrelated by blood, marriage, guardianship, or adoption.~~

...



*Group living (Use Category).* Uses in this category are characterized by residential occupancy of a structure by a group of people who do not meet "the definition of "household living." Tenancy is arranged on a month-to-month or longer basis ~~and the size of the group may be larger than a family.~~ Group living usually includes common eating areas for residents, and residents may receive care, training, or treatment. Caregivers often reside at the site. Accessory uses commonly include recreational facilities, personal storage buildings, gardens, and parking.

*Group living facility* means a type of group living characterized by the provision of training, treatment, supervision or other professional support or care and who receive care, training, treatment, supervision or other support from caregivers or staff on site. Tenancy is arranged on a monthly or longer basis, ~~and the size of the group may be larger than a typical family.~~ Uses where tenancy may be arranged for a shorter period are not considered residential; they are considered to be either a form of lodging facility. Generally, group living structures have a common eating area for residents, but a common eating area by itself, without other care, treatment, supervision or other professional or health support services being provided on site, does not indicate a group living facility (a ~~multifamily-unit~~ residential facility, such as apartments, may, for example, have a common eating area).

*Group living facility, small* means a facility designed for and occupied by five to nine residents living together.

*Group living facility, large* means a facility designed for and occupied by 10 to 16 residents living together.

*Group living facility, unlimited* means a facility designed for and occupied by 17 or more residents living together.

...

*Home occupation* means a business activity or occupation carried on within a dwelling by members of the ~~family~~ household occupying the dwelling.

...

*Household* means ~~a family,~~ an individual, or a group of individuals ~~of not more than four unrelated persons~~ living together in a single dwelling unit, with common access to and common use of all living and eating areas and all areas and facilities for the preparation and serving of food within the dwelling unit.

...

*Manufactured home or housing* means factory-built, single-~~family~~unit structures that meet the National Manufactured Home Construction and Safety Standards Act (42 U.S.C. Section 5401 et seq.), commonly known as the HUD Code (U.S. Department of Housing and Urban Development).

...

*Mobile home* means a single-~~family~~unit dwelling, factory-built and factory-assembled residence which does not comply with the National Manufactured Homes Construction Safety and Standards Act. (42 U.S.C. Section 5401 et seq., 1978, as amended).

**INTRODUCED** on first reading this 18th day of June 2025 and ordered published in pamphlet form.



**ADOPTED** on second reading this 2nd day of July 2025 and ordered published in pamphlet form.

ATTEST:

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Cody Kennedy  
President of the City Council

---

Selestina Sandoval  
City Clerk





## Grand Junction City Council

### Regular Session

Item #3.a.

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**Meeting Date:** June 18, 2025  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Mark Ritterbush, Water Services Manager

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### Information

#### **SUBJECT:**

Materials Purchase for Ouray Avenue Waterline Project

#### **RECOMMENDATION:**

Staff recommends that City Council authorize the City Purchasing Division to execute a purchase order with Core & Main LP for the Ouray Avenue Waterline Replacement – Pipe & Supply/Materials in the amount of \$200,647.50.

#### **EXECUTIVE SUMMARY:**

This material purchase will provide pipe and appurtenances needed for the replacement of the Ouray Avenue Waterline between 7th and 15th Streets. In addition to upgrading an aging AC watermain, this project will also facilitate the replacement of 34 lead service lines, or almost 10% of our known lead service lines that need to be replaced.

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

The Ouray Avenue Waterline is presently a 6" AC pipe that was installed in 1977. This project will replace 3,850 feet of watermain between 7th and 15th Street along Ouray Avenue with 6" C900 PVC pipe. There are also 34 known lead service lines (24 city-owned and 10 customer-owned) in this project area where City-crews will use a service line puller to complete the needed service line replacements.

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



in the following amounts.

<b>Company</b>	<b>Location</b>	<b>Bid Amount</b>
Core and Main	Grand Junction, CO	\$200,647.50
Ferguson Enterprises, LLC	Montrose, CO	\$212,637.48
Grand Junction Winwater	Grand Junction, CO	\$209,350.81
Parts On A Dime	Grove, OK	\$269,649.66

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

**FISCAL IMPACT:**

The total cost for the purchase of these materials is \$200,647.50. These expenses were included in the 2025 Adopted Budget for the Water Enterprise Fund under the Waterline Replacement Budget. The budgeted amount for this project is \$450,000; the remaining budget is available for construction and other related expenses.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to execute a purchase order with Core and Main, LP of Grand Junction, CO for the Ouray Avenue Waterline Replacement – Pipe & Supply/Materials Purchase in the amount of \$200,647.50.

**Attachments**

None





## Grand Junction City Council

### Regular Session

Item #3.b.

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**Meeting Date:** June 18, 2025  
**Presented By:** Trenton Prall, Engineering & Transportation Director  
**Department:** Public Works - Streets  
**Submitted By:** Eric Rink, Project Engineer

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### Information

#### **SUBJECT:**

Authorize a Construction Contract for 2025 Concrete Curb, Gutter, and Sidewalk Replacement Project

#### **RECOMMENDATION:**

Authorize the City Purchasing Division to enter into a Contract with Agave Construction, LLC of Grand Junction, CO for the construction of the 2025 Curb, Gutter, and Sidewalk Replacements in the amount of \$323,360.

#### **EXECUTIVE SUMMARY:**

This construction contract with Agave Construction, LLC, if approved, will reconstruct various sections of concrete curb, gutter, sidewalks, drain pans, driveways, and ramps at various locations throughout the City.

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

This project is intended to repair various defective concrete elements within the City of Grand Junction. This project will include removing and replacing concrete curb, gutter, and sidewalk sections within the transportation network. The scope of replacements included in the contract was prioritized to address known safety issues due to potential tripping hazards on city sidewalks or settled concrete that has compromised the integrity of the adjacent street. This scope included the replacement of concrete at 30 locations throughout the City, which includes replacing approximately 740 square yards of curb, gutter, and/or sidewalk of varying thicknesses, 12 concrete ADA ramps, and 200 square yards of asphalt patching along the replaced concrete edges. It is intended that additional concrete replacements identified as a safety issue during the term of the contract may be added to this contract if budget allows.

A formal Invitation for Bids was issued via BidNet (an on-line 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 Daily Sentinel. One company submitted a formal bid that was found to be responsive and responsible in the following amount:

Firm	Location	Bid Amount
Agave Construction, LLC	Grand Junction, CO	\$323,360.00

This is the fourth year in a row that the City has received bids from only one local contractor for the sidewalk replacement program and Agave Construction has been awarded the contract for the past three years, which Agave Construction completed with no performance issues. In 2024, Agave was also the sole bidder. The bids received for the 2025 Curb, Gutter, and Sidewalk Replacement project from Agave Construction have the similar unit prices for concrete as the 2024 contract, and appear to be commensurate with current market conditions. As such, the bid received from Agave Construction was determined to be both reasonable and responsible.

If this contract is awarded, this project is scheduled to begin in June with an expected final completion date by the end of 2025.

**FISCAL IMPACT:**

A total of \$420,000 is included in the 2025 Adopted Budget to improve the condition of the City's sidewalks. The 2025 Curb, Gutter, and Sidewalk Replacement project for \$323,360 is just one aspect of the sidewalk improvement program. The remaining budget will be utilized for a combination of additional concrete replacements, repairs, and/or grinding services.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to enter into a Contract with Agave Construction, LLC of Grand Junction, CO for the construction of the 2025 Curb, Gutter, and Sidewalk Replacements in the amount of \$323,360.

**Attachments**

None





## Grand Junction City Council

### Regular Session

Item #3.c.

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**Meeting Date:** June 18, 2025  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Lee Cooper, Wastewater Project Manager

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### Information

#### **SUBJECT:**

Authorize a Contract for Professional Architect and Engineering Design Services for the New Administration and Maintenance Building at the Persigo Wastewater Treatment Plant

#### **RECOMMENDATION:**

Staff recommends approval for the City Purchasing Division to enter into a contract with Eidos Architects for Design services in the not-to-exceed amount of \$487,670 for the new Administration and Maintenance Building at the Persigo Wastewater Treatment Plant.

#### **EXECUTIVE SUMMARY:**

The City Purchasing Division has completed the selection process for selecting an Architect / Engineering (A/E) firm to provide design services for the new Administration and Maintenance Building at the Persigo Wastewater Treatment Plant. The A/E firm selected by the evaluation committee for this project is Eidos Architects. If approved, Eidos Architects and their design team will work with Staff to layout and design the new Administration and Maintenance Building. Staff recommends approval for the City Purchasing Division to enter into a contract with Eidos Architects in the amount of \$487,670.

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

The City of Grand Junction manages, operates, and maintains the Persigo wastewater collection and treatment system for the benefit of the current and future users of sewer service in the Persigo 201 Service Area.

The existing Persigo Administration building, which includes the Persigo laboratory and maintenance facility, was built in 1982. It is approximately 13,500 square feet and



includes office space, a certified laboratory, kitchen/breakroom, conference room, restrooms/locker rooms, and a maintenance shop. This building has undergone several renovations, including converting areas of the maintenance shop space into offices and a conference room. The existing building needs to be rehabilitated or replaced due to aging assets, current building code requirements, operational safety, physical safety, safety hazards associated with major electrical equipment, inadequate HVAC systems for the laboratory operations, and insufficient space for SCADA operations, locker rooms, restrooms, storage, and future staffing levels.

Due to space limitations in the current Administration building and an expanding fleet of collection system maintenance vehicles, the entire Persigo collections and environmental compliance staff, along with the fleet vehicles, are stationed at a separate facility located at 251 27 Road in Orchard Mesa. Several years ago, Persigo purchased the old Fire Station #4 property and building for the collections and environmental compliance staff and for the fleet vehicles. This location has served Persigo well, but the ultimate goal of the proposed new Administration and Maintenance building project is to get all Persigo staff members located in one common location and this project will accomplish that.

The scope of services for the A/E firm will include project programming, project design, engineering design, traffic study, landscape and irrigation design, permitting, cost estimating, and CM/GC selection assistance for the new Administration/Maintenance Building. Programming services will include facilitating discussions with Persigo staff to understand space requirements and staff needs, and developing conceptual design plans for the new building. Programming will also include assessment of the existing Administration/Maintenance Building to determine if it would be cost-effective to re-purpose the building for warehouse and/or specialty vehicle garage space. It is anticipated that the design phase of the project will be completed in approximately 1 year.

A formal Request for Proposals (RFP) was issued via BidNet, 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 Daily Sentinel. The following six (6) firms submitted responsive proposals:

<b>Company</b>	<b>Location</b>
Eidos Architects	Greenwood Village, CO
Burns & McDonnell	Englewood, CO
Blythe Group	Grand Junction, CO
Citrine, LLC	Grand Junction, CO
GSG Architecture & Design	Greeley, CO
Valhalla Engineering Group, LLC	Englewood, CO

The selection committee evaluated the proposals in accordance with the criteria as stated in the solicitation, to include: responsiveness of submittal, understanding of the project and objectives, experience, strategy and implementation plan, and fees. Based



upon the evaluations, and an in-person interview held with top scoring firm, Eidos Architects, the selection committee has chosen Eidos Architects as the preferred proposer for the design for the new Persigo Administration and Maintenance building.

"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:**

The contract cost of \$487,670 for the programming and design phase of the new Persigo Administration and Maintenance Building is included in the 2025 Adopted Budget of the Sewer Enterprise Fund.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the Purchasing Division to enter into a Contract with Eidos Architects for the design of the new Administration and Maintenance Building for the amount of \$487,670 at the Persigo Wastewater Treatment Plant.

**Attachments**

1. Response\_Eidos Architects\_RFP-5646-25-DD
2. 2025-05-20\_Eidos Grand Junction Interview Slide Deck





# CITY OF GRAND JUNCTION

## PROFESSIONAL ARCHITECTURAL/ENGINEER SERVICES FOR NEW ADMINISTRATION/MAINTENANCE BUILDING AT PERSIGO WASTEWATER TREATMENT FACILITY

Request for Proposal  
RFP-5646-25-DD

April 25, 2025



Southeast Aurora Maintenance Campus  
Facilities Storage and Workshop Bays

5400 Greenwood Plaza Boulevard  
Greenwood Village, Colorado 80111  
P 720.200.0630

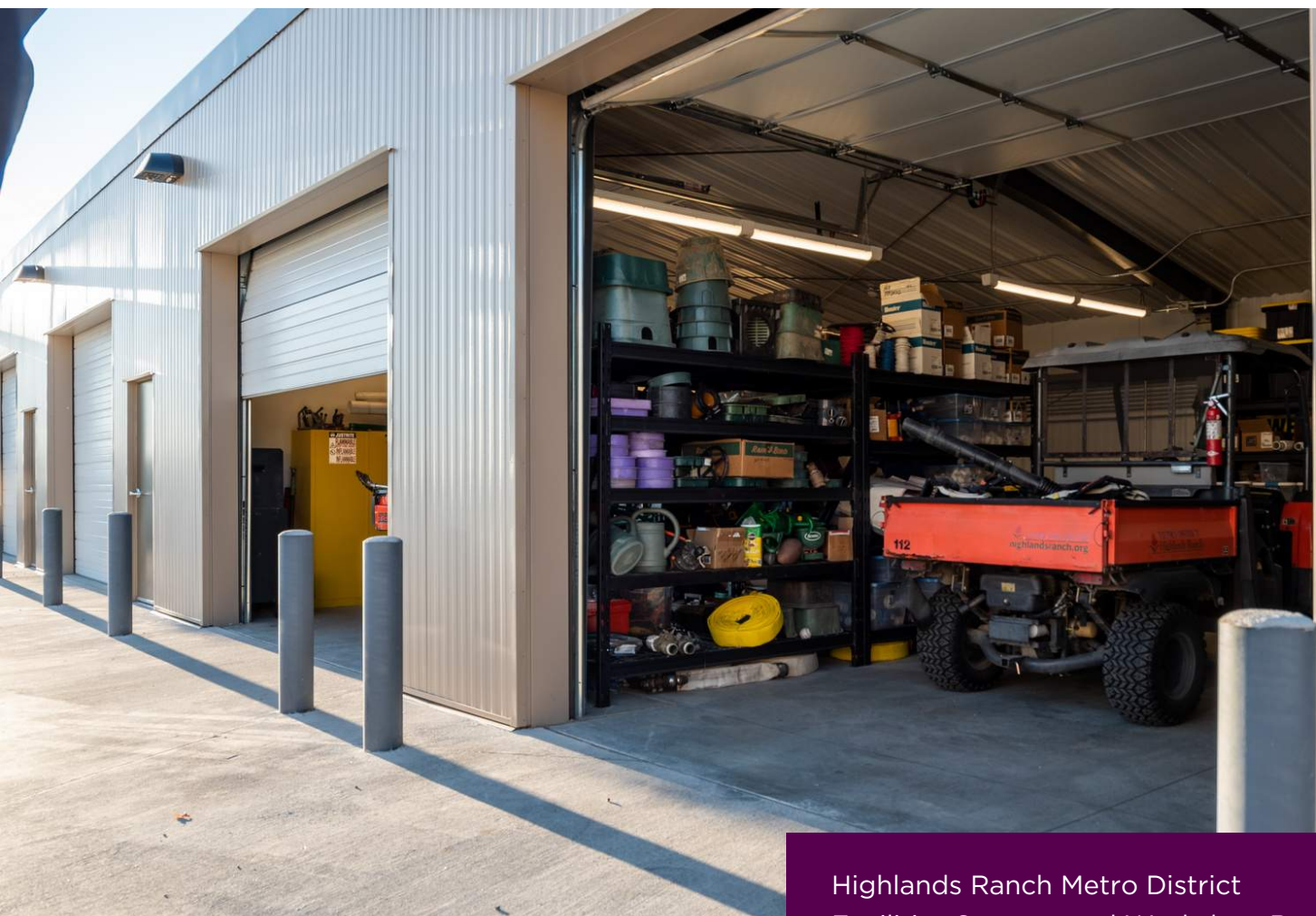
[EIDOSARCH.COM](http://EIDOSARCH.COM)



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Highlands Ranch Metro District  
Facilities Storage and Workshop Bays



# Cover Letter





# COVER LETTER

April 25, 2025

Dolly Daniels, Purchasing Agent  
City of Grand Junction: 250 North 5th Street, Grand Junction, Colorado 81501

Re: Professional Architectural/Engineer Services for New Administration/Maintenance Building at  
Persigo Wastewater Treatment Facility Request for Proposal RFP-5646-25-DD

Dear Ms. Daniels,

The City of Grand Junction is recognized for its livability and exemplary quality of life for residents and visitors alike. The goal of the Persigo Wastewater Treatment Plant is to deliver the highest quality wastewater treatment while protecting both the community and the environment, an essential commitment to the region's growth and long-term success. Your new Administration and Maintenance Building is central to maintaining and recruiting staff and operators by providing modern, professional workspaces that supports their work and builds a team culture. Drawing upon our extensive experience with water and wastewater treatment operations, maintenance facilities, and laboratory design, we are confident that our team has the technical and industrial skill set to help you plan your future.

There are three key factors that we see as critical for creating a professional work environment for the maintenance and operations of the Persigo collection and wastewater treatment system.

- **ENHANCE the work you do.** Rain or shine your staff keeps the City going. We understand how the Administration and Maintenance area of your facilities can be put on the back burner for other process infrastructure projects, and we are excited to enhance the daily work areas for your staff with a focus on operational safety and security.
- **Long term planning for YOUR future.** Thinking long term for programming and development of your new facility is essential to demonstrate how the City is providing efficient space planning and sustainable development now and in the future, while also taking into account constructability, phasing, and funding considerations.
- **Affordable, quality facilities that WILL LAST.** As a public entity, it is important to reflect a cost effective and efficient mindset that also respects the City of Grand Junction and neighboring properties. Our design work addresses site safety, staff wellness, ease of ongoing maintenance, and wise use of funding.

*Team Capabilities:* The design team we have assembled for this project is experienced working together on both facility program planning and design for Wastewater Treatment Operations, Administration, and Maintenance Buildings. As Principal in Charge, Project Manager, and the main point of contact for your project, I will be ACTIVELY involved throughout the entire design and construction process.

*Past Performance:* Eidos Architects was founded in 2002, and we have over 23 years of experience providing architectural design for water and wastewater operations and with projects on the western slope. We are driven to provide high level attention to the often-overlooked facilities, workspaces, and infrastructure for critical public service operations that serve your Grand Junction community.

*Project Approach:* No cookie-cutter approaches here; our team provides custom solutions that will serve your specific needs for years to come.

Your New Administration and Maintenance Building at Persigo Wastewater Treatment Facility will be our TOP priority and we have assembled a team that has the experience and resources to give you our full dedication. We hope to work with the City of Grand Junction as your design partner!

Sincerely,



Lori Hanson, Principal | lhanson@eidosarch.com | 720.200.0630  
Eidos Architects | 5400 Greenwood Plaza Boulevard, Greenwood Village, Colorado 80111



# Solicitation Response Form



Highlands Ranch Metro District  
Service Center Reception



## Section 7.0. Solicitation Response Form

### RFP-5646-25-DD

“Professional Architectural Services for New Administration/Maintenance Building at Persigo Wastewater Treatment Facility”

*The Proposer must submit the entire form, either typed or printed, fully completed, dated, and signed*

1) Total Cost for Services as Described, Not-to-Exceed: \$ **487,670**

Total Not-to-Exceed Cost Written:

**Four Hundred Eighty-Seven Thousand Six Hundred and Seventy** dollars

---

*The City reserves the right to accept any portion of the services to be performed at its discretion.*

---

The undersigned has thoroughly examined the entire Request for Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Proposer accepts and agrees, by the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Proposer acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Proposer or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Proposer and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Consultant to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Consultant, authorized to represent the Consultant, and is legally responsible for the offer concerning supporting documentation and fees/prices provided.



- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- The City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered, to the Owner if the invoice is paid within N/A days after the receipt of the invoice.

**RECEIPT OF ADDENDA:** The undersigned Consultant acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

**State number of Addenda received:** 3

The Proposer is responsible for ensuring all Addenda has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Proposer. Before executing a Contract, the Proposer must furnish a completed W-9 form.

Eidos Architects, PC

Entity Name



Authorized Agent Signature

5400 Greenwood Plaza Boulevard

Address of Proposer

Greenwood Village, Colorado, 80111

City, State, and Zip Code

Lori Hanson, Principal

Authorized Agent Name, & Title

720.200.0630

Telephone Number

Lhanson@eidosarch.com

E-mail Address of Agent

April 25, 2025

Date



The undersigned Proposer proposes to subcontract the following portion of Services:

<u>Name, address, city, and state of Subcontractor</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value &amp; % of Service(s)</u>
Big Horn Consulting Engineers 386 Indian Rd, Grand Junction, CO 81501	Mechanical, Plumbing, and Electrical	14.4%
JVA Consulting Engineers 817 Colorado Avenue #301 Glenwood Springs, CO 81601	Civil Structural	38.4%
DHM Design 900 S Broadway Ste 300, Denver, CO 80209	Landscape Architecture	9.4%
Group 14 Engineering 1325 East 16th Ave, Denver, CO 80218	Sustainability	5.2%
TurnKey Consulting 2667 Amber Spring Way, Grand Junction, CO 81506	Traffic Study	1.2%

The undersigned Proposer acknowledges the right of the City to reject any Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor.



April 25, 2025

Dolly Daniels, Purchasing Agent  
City of Grand Junction  
250 North 5th Street  
Grand Junction, Colorado 81501

Re: RFP-5646-25-DD: Professional Architectural/Engineer Services for New Administration/Maintenance Building at Persigo Wastewater Treatment Facility  
Grand Junction, Colorado  
Eidos Prospect No. 25P043

Dear Ms. Daniels:

We are pleased to submit this Fee Proposal for the design services outlined in your RFP-5646-25-DD Professional Architectural/Engineer Services for New Administration/Maintenance Building at Persigo Wastewater Treatment Facility. Our fee is based on our current understanding of the project as presented in the RFP, during the pre-proposal site walk, as well as the responses to questions we received via Addendum 1, 2 & 3. During review of our qualifications and proposal, should the City of Grand Junction determine that additional, or fewer services, are required, our fee can be adjusted accordingly at any time. Final negotiations of our fees are welcome as there are multiple steps to this project and several unknowns associated with the final design scope.

### **Scope of Project**

We are basing our fees on the scope of work presented in the RFP, with the modifications clarified via email question responses, to include the following:

1. New Admin/Maintenance Building – assumed to be approximately 18,000 square feet in size. This assumes an approximate growth of 10% to existing spaces.
  - The potential budget for this size facility could range from \$5M-\$6M.
  - We are assuming traditional framed or masonry/precast construction. Use of PEMB could reduce some design fees specifically for structural engineering.
2. Assessment of Existing Admin Building for reuse – approximately 13,500 square feet in size.
3. Existing Maintenance Facility will not be re-used in the future.

### **Scope Not Included**

1. Interior Remodel construction documents for the existing admin building – this would be a future design phase if determined to be implemented after programming.
2. Site Survey – Survey is by the Owner.
3. Geotechnical – Geotech is by the Owner.
4. Environmental – Lead and Asbestos testing may be required for the existing building assessment and should be contracted by the Owner.
5. Site Retaining Wall Design – These are not anticipated at this time.
6. Flood Plain Modifications – This is not anticipated at this time as proposed site is above flood plain.



The following is the anticipated hours budget for the Scope of Work of the project:

Task	Project Manager	Project Architect	Design Associate	Interior Design	Admin
<b>Pre-Design</b>					
Startup	8 hours	--	--	--	2 hours
Schedule & Management Plan	8 hours	--	--	--	2 hours
Kick Off Meeting (1 trip)	16 hours	8 hours	--	--	2 hours
Data Gathering & Research	4 hours	8 hours	--	--	2 hours
<b>Programming</b>					
4 Workshops & Field Work (1 trip)	24 hours	24 hours	--	--	4 hours
Existing Building Analysis	8 hours	8 hours	16 hours	--	--
Space Analysis	8 hours	4 hours	8 hours	--	2 hours
<b>Conceptual Design</b>					
Concepts and Alternatives	8 hours	16 hours	40 hours	--	--
Concepts Workshops (1 trip)	16 hours	16 hours	--	--	2 hours
Owner Review Meetings (2) virtual	4 hours	4 hours	4 hours	--	2 hours
<b>Schematic Design (30%)</b>					
Schematic Drawings	8 hours	24 hours	48 hours	--	--
Conceptual Cost Opinion	8 hours	4 hours	4 hours	--	2 hours
Owner Review Meetings (2) virtual	4 hours	4 hours	4 hours	--	2 hours
<b>Site Development Application</b>					
Meetings with AHJs (3) virtual	6 hours	6 hours	--	--	3 hours
Prepare Submittal	4 hours	8 hours	32 hours	--	--
Revisions & Responses	4 hours	8 hours	16 hours	--	2 hours
Owner Review Meetings (2) virtual	4 hours	4 hours	4 hours	--	2 hours
Public Hearings (2)	4 hours	4 hours	--	--	2 hours
<b>CMGC Procurement</b>					
Review Qualls and Proposals	4 hours	2 hours	--	--	--
Owner Review Meetings (2) virtual	4 hours	4 hours	--	--	2 hours
<b>Design Development (60%)</b>					
Drawings	16 hours	40 hours	120 hours	40 hours	--
Specifications	8 hours	4 hours	--	4 hours	8 hours
DD Cost Opinion Review	2 hours	2 hours	--	2 hours	--
Bi-Weekly Owner Meetings (5) virtual	5 hours	5 hours	--	2 hours	2 hours
60% Workshop Review (1 trip)	12 hours	12 hours	--	2 hours	2 hours
<b>Construction Documents (100%)</b>					
Drawings	16 hours	40 hours	120 hours	40 hours	--
Specifications	8 hours	4 hours	--	4 hours	4 hours
CD Cost Opinion Review	2 hours	2 hours	--	2 hours	--
Bi-Weekly Owner Meetings (5) virtual	5 hours	5 hours	--	2 hours	2 hours
90% Workshop Review (1 trip)	12 hours	12 hours	--	2 hours	2 hours



Dolly Daniels  
April 25, 2025  
Page 3

**Permitting**

Permit Submittals	4 hours	8 hours	--	--	1 hour
Utility Coordination	4 hours	8 hours	--	--	2 hours
Revisions & Responses	4 hours	8 hours	8 hours	4 hours	2 hours
Subtotal Hours	252 hours	306 hours	424 hours	104 hours	58 hours
Hourly Rate	\$190/hour	\$140/hour	\$95/hour	\$115/hour	\$90/hour
Subtotal Cost	\$47,880	\$42,840	\$40,280	\$11,960	\$5,220

**Subtotal Architectural Fees**

**\$148,180**

**Reimbursable Expenses**

6 Trips (mileage, hotel, food)	\$5,000
Printing	\$500
<b>Subtotal Reimbursable Expenses</b>	<b>\$5,500</b>

**Engineering Fees**

Civil Engineering	\$105,600
Traffic Study	\$5,640
Landscape/Irrigation	\$45,714
Structural Engineering	\$81,600
Sustainability	\$25,236
Mech/Elec/Plbg Engineering	\$70,200
<b>Subtotal Engineering Fees</b>	<b>\$333,990</b>

**Total Design Fees**

**\$487,670**

If you have any questions on our fee proposal, please do not hesitate to contact us. We are thrilled for the opportunity to work with the City of Grand Junction on your new Administration/Maintenance Building at the Persigo Wastewater Treatment Facility!

Sincerely,



Lori M. Hanson, AIA  
Principal  
Primary Project Contact



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>4600 S. Ulster Street, Suite 1200</b> <b>Denver, CO 80237</b> <b>800 873-8500</b>		<b>CONTACT NAME:</b> Sheree S. Zamarripa <b>PHONE (A/C, No, Ext):</b> 800 873-8500 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> sheree.zamarripa@usi.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Casualty Insurance Company	
		<b>INSURER B:</b> Trumbull Insurance Company	
		<b>INSURER C:</b> Berkley Insurance Company	
		<b>INSURER D:</b> Hartford Accident and Indemnity Co	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	


<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	34SBWAC8165	12/01/2024	12/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34UEGAE4596	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	X	X	34SBWAC8165	12/01/2024	12/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGBH0EZL	12/01/2024	12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made			AEC908257105	12/01/2024	12/01/2025	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella/Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



# Qualifications/Experience/ Credentials



Aurora Water at SEAM  
Administration Building



# QUALIFICATIONS/EXPERIENCE/ CREDENTIALS

Below is your project team for the New Administration and Maintenance buildings at Persigo Wastewater. Our teams resumes and project sheets with our qualifications, relevant experience, and credentials can be found on the following pages.



**Lori Hanson**  
Principal in Charge  
Project Manager  
Main Point of Contact



**Michelle Rubio**  
Project Architect



**Chloe Sanders**  
Interior Designer



**JVA**  
Kevin Tone  
Civil



**JVA**  
Sam Redfield  
Civil



**JVA**  
Steve Carpenter  
Structural



**JVA**  
Cristy Helmich  
Structural



**TurnKey**  
Skip Hudson  
Traffic Study



**Bighorn Engineering**  
Mark Harrington  
Mechanical  
Plumbing



**Bighorn Engineering**  
Drew Brown  
Electrical



**DHM Design**  
Jason Jaynes  
Landscape



**Group 14**  
Lauren McNeill  
Sustainability



**Group 14**  
Anna McCullough  
Sustainability-Energy





# LORI HANSON

PRINCIPAL IN CHARGE & PROJECT MANAGER

## CONTACT

📞 720.200.0630

✉️ lhanson@eidosarch.com

🌐 EIDOSARCH.COM

## FOCUS

W/WW Operations  
Maintenance Buildings  
Fleet Facilities  
Laboratory Design  
Existing Renovations  
PEMB Buildings  
ADA/Code Upgrades

## EDUCATION

**Bachelor of Architecture**  
University of Kansas

## REGISTRATIONS

Colorado, Arizona, Kansas,  
Utah, Wyoming

NCARB  
LEED AP BD+C

## PROJECT ROLE

Lori is your Principal in Charge and has been working with municipalities and districts for over 23 years to create custom solutions specific to water and wastewater maintenance, administration, operations, and public works. She is passionate about providing enhanced critical work environments for facilities staff that can often get overlooked or under prioritized. Additionally, Lori has been leading our team design of laboratories for water and wastewater treatment facilities for over 20 years with a focus on staff safety and health. Lori is looking forward to working with the City of Grand Junction!

## RELEVANT PROJECT EXPERIENCE

- Telluride Wastewater Treatment Facility Lab Remodel
- Telluride Public Works Master Plan & Transit Addition Phase 1
- City of Ouray Wastewater Treatment Facility
- Town of Crested Butte WWTP Operations & Basin Building
- Highlands Ranch Metro District Service Center Master Plan, Fleet Maintenance & Administration Building Expansion
- Aurora Water at Southeast Aurora Maintenance (SEAM) Operations & Maintenance Campus
- Englewood Allen WTP Office Expansion
- City of Northglenn Maintenance, Operations & Parks Buildings
- Lyons Public Works New Campus
- Metro Water Recovery Support Facility Master Plan
- Avon Drinking Water Facility Office Expansion
- Gunnison Wastewater Administration & Lab Expansion
- Colorado State Patrol Loma Port of Entry

## TESTIMONIAL

**“Eidos Architects and project architect Lori Hanson have set the bar much higher than the industry standards.** They are always concerned about their client’s needs, elegant and efficient design and project timeline while keeping within budget.”

**-Matthew McNew, Project Manager, Colorado Department of Human Services**





# MICHELLE RUBIO

## PROJECT ARCHITECT

### CONTACT

720.200.0630  
mrubio@eidosarch.com  
EIDOSARCH.COM

### FOCUS

Facility Improvements  
Project Phasing  
Admin Buildings  
Water/Wastewater

### EDUCATION

**Bachelor of Architecture**  
Kansas State University

**Minor in Spanish**  
Kansas State University

### REGISTRATIONS

Colorado

### PROJECT ROLE

Michelle has 13 years of experience working on Water and Wastewater Treatment Facilities. She approaches challenges from multiple angles, applying creative solutions to develop designs that meet clients' needs. Her commitment to improving efficiency and productivity throughout all stages of project development allows her to bring a successful project to the City of Grand Junction and she is excited to work at your Persigo Wastewater Treatment Facility!

### RELEVANT PROJECT EXPERIENCE

- Telluride Wastewater Treatment Facility Lab Remodel
- Telluride Public Works Master Plan & Transit Addition Phase I
- Town of Crested Butte WWTP Operations Building
- ERWSD Edwards Wastewater Treatment Plant Expansion
- Mt. Crested Butte Water Treatment Plant Expansion
- ERWSD Avon Water Drinking Facility Admin Expansion
- Gunnison WWTP Admin & Lab Addition
- PWSD RH, Regional, Canyons & Ridgeway Wellhouses
- Denver Rescue Mission Admin Building Conference Room and Server Room

### TESTIMONIAL

*"Michelle worked independently, with little need for supervision. She was typically prompt and focused on the work she was assigned. **Her delightful personality integrated well with other team members.**"*

**-Bruce Marshall, Project Architect**





# CHLOE SANDERS

INTERIOR DESIGNER

## PROJECT ROLE

As the Interiors Lead, Chloe has a passion for creating healthy and exciting environments. She holds the utmost respect for culture, history, and community allowing her to implement and showcase the characteristics of the City of Grand Junction through design. Her sensitivity and sharp eye for colors and textures will make her instrumental in creating designs for your New Administration and Maintenance Building at Persigo Wastewater Treatment Facility.

## RELEVANT PROJECT EXPERIENCE

- Telluride Public Works Phase 1 Transit Addition
- Solidigm Longmont Office Consolidation Design
- Englewood Utilities Office Expansions
- DR Horton Office, Remodels
- Community College of Aurora Student Center Remodel
- GH Phipps Offices, Renovation

## TESTIMONIAL

“Since making the decision to move forward **renovating our office** we have shared an excitement to update our space. After moving into our first Phase we have quickly felt that **we truly have moved into our new HOME!** The design throughout feels so warm and everything down to the details just **fits our GH Phipps culture and brand.**”

*-Todd Ruff, GH Phipps Construction Companies*

## CONTACT

📞 720.200.0630

✉ csanders@eidosarch.com

🌐 EIDOSARCH.COM

## FOCUS

Finish Specification  
Space Planning  
Systems Furniture

## EDUCATION

**Bachelor of Design**  
University of Nebraska - Lincoln

## CERTIFICATION

NCIDQ: 419282





# KEVIN TONE

CIVIL | JVA

## REGISTRATION

Professional Engineer,  
Colorado

## EDUCATION

### Bachelor of Science

Forest Engineering SUNY  
College of Environmental  
Science & Forestry and  
Syracuse University

### Masters in Business Administration

Fordham University



# SAM REDFIELD

CIVIL | JVA

## REGISTRATION

Professional Engineer,  
Colorado

## EDUCATION

### Bachelor of Science in Civil Engineering

Northern Arizona  
University

## PROJECT ROLE

Kevin Tone serves as the President and a Civil Engineer at JVA, where he brings a wealth of experience to Administration and Maintenance building project development. He is committed to fostering strong relationships with clients and partners, and he looks forward to collaborating to create an exceptional environment at Persigo Wastewater Treatment Facility.

## RELEVANT PROJECT EXPERIENCE

- Roxborough State Park Maintenance Facility, **TEAMED WITH EIDOS!**
- Treatment Technology Warehouses, **TEAMED WITH EIDOS!**
- City of Ouray WWTP Expansion, **TEAMED WITH EIDOS!**
- Mt. Crested Butte Water Treatment Expansion, **TEAMED WITH EIDOS!**

## PROJECT ROLE

Sam is a project manager and engineer for JVA. His project experience in the design and project management of new and renovated facilities in mountain towns makes him a valuable part of the team. He is looking forward to working with the City of Grand Junction!

## RELEVANT PROJECT EXPERIENCE

- Town of Telluride Public Works Master Plan & Transit Addition Phase I, **TEAMED WITH EIDOS!**
- Crested Butte Center for the Arts, Crested Butte
- Fraser Public Works Facilities Assessment, Fraser
- Town of Winter Park Public Works Facility, Winter Park





# STEVE CARPENTER

STRUCTURAL | JVA

## REGISTRATION

Professional Engineer,  
Colorado

## EDUCATION

### Bachelors of Science in Civil Engineering

North Carolina State  
University

### Masters of Science in Civil Engineering

North Carolina State  
University



# CRISTY HELMICH

STRUCTURAL | JVA

## REGISTRATION

Professional Engineer,  
Colorado

## EDUCATION

### Bachelors of Science in Civil Engineering

University of Wyoming

### Masters of Science in Structural Engineering

University of Wyoming

## PROJECT ROLE

Steve Carpenter is a Senior Project Manager and Designer at JVA Consulting with over 30 years of experience. He specializes in structural design for a wide range of projects, including healthcare, education, commercial, residential, and historic preservation. Steve consistently delivers innovative, efficient solutions that meet both the technical and aesthetic goals of each project.

## RELEVANT PROJECT EXPERIENCE

- Grand County Road & Bridge, Grand County
- Larimer County Livermore Maintenance Facility, Livermore
- Larimer County Estes Park Maintenance Facility, Estes Park
- Poudre School District Bus Maintenance Facility, Fort Collins
- Weld County Maintenance Facility 2024 Addition, Greeley

## PROJECT ROLE

Cristy is the structural Senior Project Manager at JVA. She will work closely with the team and leverage her extensive structural experience and familiarity with a wide range of construction materials to develop your New Administration and Maintenance Building at Persigo Wastewater Treatment Facility.

## RELEVANT PROJECT EXPERIENCE

- Town of Telluride Public Works Master Plan & Transit Addition Phase I, **TEAMED WITH EIDOS!**
- Grand Fire Protection District 1 North Fire Station, Granby
- Summit County Search and Rescue Facility, Frisco
- Northern Water Berthoud Campus Office and Fleet Maintenance/Support, Berthoud





# MARK HARRINGTON

MECHANICAL & PLUMBING |  
BIGHORN ENGINEERING

## REGISTRATION

Professional Engineer,  
Colorado

## EDUCATION

**Bachelors of Science in  
Mechanical Engineering**

Colorado State University

## PROJECT ROLE

Mark is a mechanical consulting engineer, LEED Accredited Professional, and Vice-President of Bighorn Consulting Engineers. He has 24 years of experience designing HVAC systems for commercial, educational, and institutional buildings. He is looking forward to working on your Persigo Wastewater Treatment Facility.

## RELEVANT PROJECT EXPERIENCE

- Town of Telluride Public Works Master Plan & Transit Addition Phase I, **TEAMED WITH EIDOS!**
- Persigo RTU Replacement, Grand Junction
- Mesa County Probation, Grand Junction
- Mesa County Sheriffs Holding Cells, Grand Junction
- Loma Port of Entry, Loma  
**TEAMED WITH EIDOS!**

# DREW BROWN

ELECTRICAL | BIGHORN ENGINEERING



## REGISTRATION

Licensed Electrician  
Engineer

## EDUCATION

**Bachelor of Science in  
Engineering with  
Electrical and Mechanical  
Specialties**

Colorado School of Mines

## PROJECT ROLE

Drew spent the beginning of his career using his degree and professional engineering license in the field and practical experience. This gives Drew the unique skill of taking what he knows from the field and applying it to the design of power systems in buildings. Drew is looking forward to working with the City of Grand Junction.

## RELEVANT PROJECT EXPERIENCE

- Town of Telluride Public Works Master Plan & Transit Addition Phase I, **TEAMED WITH EIDOS!**
- Telluride WWTP Lab Remodel, **TEAMED WITH EIDOS!**
- Mesa County Probation, Grand Junction
- Crested Butte Fire Station, Crested Butte
- Frisco Info Center, Frisco





# SKIP HUDSON

TRAFFIC ENGINEERING | TURNKEY

## REGISTRATION

Professional Engineer,  
Colorado

## EDUCATION

**Bachelors of Science in  
Civil Engineering**

Michigan Technological  
University

## PROJECT ROLE

Skip has successfully completed over 400 projects as a project engineer and project manager during the past 38 years. He also served the public as traffic & safety program manager for CDOT Region 3. Skip is looking forward to working with the City of Grand Junction on your Persigo Wastewater Treatment Facility!

## RELEVANT PROJECT EXPERIENCE

- Recreational Traffic Study on the Matchett Park Recreation Center, Grand Junction
- Roadway Access Control Plan on Patterson Road, Grand Junction
- Roadway Corridor Study on the F ½ Parkway, Grand Junction



# JASON JAYNES

LANDSCAPE | DHM DESIGN

## REGISTRATION

Professional  
Landscape Architect

## EDUCATION

**Bachelor of Science in  
Landscape Architecture**

Kansas State University,

## PROJECT ROLE

Jason leads projects with a passion for building community and crafting designs that honor the cultural and environmental context of the place. He believes that environmental stewardship, functionality, and human comfort are essential elements of the design process, contributing to the lasting quality of any built project.

## RELEVANT PROJECT EXPERIENCE

- Grand Junction Parks and Recreation Master Plan
- Grand Junction Community Recreation Center
- Grand Junction Senior Housing
- Grand Junction Village Apartments
- Roaring Fork Transportation Authority On-Call, Roaring Fork Valley





# LAUREN MCNEILL

SUSTAINABILITY | GROUP 14

## PROJECT ROLE

Lauren has over 14 years of experience in the sustainable building industry. Her experience includes project management on over 100 LEED projects, two projects pursuing the Living Building Challenge and a CORE project. Lauren specializes in exploring how buildings can enhance occupant health and wellbeing through red-list free material selection and the incorporation of biophilic design principles.

## RELEVANT PROJECT EXPERIENCE

- Metro Water Recovery Personnel Building, **TEAMED WITH EIDOS!**
- Northern Colorado Water Conservancy District, Phase I & II Berthoud
- Denver Wastewater
- Northglenn City Hall
- National Western Center (NWC) Legacy Building, Denver

# ANNA MCCULLOUGH

SUSTAINABILITY-ENERGY | GROUP 14

## PROJECT ROLE

Anna is a Professional Engineer with over 13 years of experience in building energy performance. Anna's design and modeling experience spans a wide range of building types. She is a member of the International Energy Conservation Code Energy Modeling subcommittee and is providing energy code training throughout Colorado.

## RELEVANT PROJECT EXPERIENCE

- Aurora Water at SEAM Campus **TEAMED WITH EIDOS!**
- Kent Denver Upper School, Englewood, **LEED PLATINUM!**
- Mapleton Valley View PK-8, Denver, **CHPS VERIFIED!**
- Meadows Community School, Thornton, **CHPS VERIFIED!**
- Del Norte PK-12, Del Norte, **LEED SILVER!**

## REGISTRATION

U.S. Green Building  
Council LEED

## EDUCATION

Bachelor of Arts in  
Environmental  
Economics and Public  
Policy  
Michigan State University



## REGISTRATION

Professional Engineer,  
Colorado

## EDUCATION

Bachelor of Science in  
Mechanical Engineering  
University of Virginia



# TELLURIDE PUBLIC WORKS

Eidos is working with the Town of Telluride on the Phase 1 implementation of the improvements to the Public Works site. We previously completed the Master Plan for the site in a collaborative programming process involving all staff and crews who have been lacking space and safe areas for equipment, circulation, and well overdue staff amenities. The Master Plan was broken into 7 phases that will be implemented over 10 years as funding is approved.

Phase 1 includes a new two-story administrative addition to the existing facility that will provide new office spaces, conference rooms, a kitchen, and other essential support spaces needed by their Transit Department. The addition features an outdoor deck area on the upper level to take advantage of the views to the San Miguel River valley and site improvements include critical security and safety upgrades for pedestrians, bikes, and heavy vehicles.

ANTICIPATED CONSTRUCTION COST  
\$4M (Bidding Spring 2025)

## OWNER CONTACT

Kyle Beck  
(970) 728.3077  
kbeck@telluride-co.gov

Town of Telluride  
1370 Black Bear Road,  
Telluride, Colorado 81435





# AURORA WATER SOUTHEAST AURORA MAINTENANCE CAMPUS

Eidos recently completed a successful project for the City of Aurora's Water Department. The central focus was bringing multiple divisions of the Water Department and their Public Works Department into a single campus to better facilitate collaboration and communication across their teams.

The result was 366,000 square feet of facilities on approximately 40 acres of an 88-acre parcel that includes administrative offices, operational shops, storage facilities, and a fleet facility with fueling island and wash bays.

Sustainability features on site include extensive solar parking canopies and EV charging stations for fleet, staff, and public parking. The adjacency to the neighboring Pronghorn Preserve and water quality to several nearby creeks and drainage ways were key in the development of the site.

We worked closely with individuals in each department to understand and program the details and functional nuances of their individual operations. Both small and large departments voices were heard and their needs and supporting facilities were cohesively integrated into the campus.

We worked collaboratively with the CM/GC, assisting them from the design side to help deliver early design packages for overlot grading, roadway development, and utilities on the undeveloped site. Multiple building types were used to maximize schedule and durability needs including pre-cast concrete, traditional stick-frame, and PEMB.

As a team we were able to deliver the project on schedule and meet all of the Owner's goals.



Equipment Storage



Laboratory



Staff Kitchen / Break Area

**FINAL CONSTRUCTION COST**  
\$120M

**OWNER CONTACT**  
Elly Watson  
(303) 739.7109  
[elwatson@auroragov.org](mailto:elwatson@auroragov.org)

City of Aurora  
15151 East Alameda Parkway  
Aurora, Colorado 80012



# HIGHLANDS RANCH METRO DISTRICT

Eidos completed the Master Plan for the Highlands Ranch Metro District Service Center. The district was in need of a better functioning office space and safe fleet facilities for their growing staff. We began the collaborative process by reviewing their existing building and site to identify any immediate maintenance needs. We then met with each of the departments to conduct Programming Workshop Sessions to design a new facility that would meet their current and future needs.

The overall goal was to provide health and safety for the public visitors and building occupants by separating fleet maintenance away from the administrative area and by improving site circulation and safety in their busy maintenance yard.

The project was completed in three phases of construction utilizing a CM/GC contractor. The final design includes four new buildings for Fleet Maintenance, Crew Workshops, and Recreation Storage. It also includes the renovation of the existing Service Center administration building. The new buildings provide much needed space for fleet vehicles, parks equipment, administrative offices, field crew team rooms, an expanded conference room, and a staff lunchroom.

## FINAL CONSTRUCTION COST

Phase 1 Fleet - \$1.8M

Phase 1 Shops - \$1.1M

Phase 2 Renovation - \$1.6M

Phase 3 Site - \$1.3M

## OWNER CONTACT

Nick Adamson

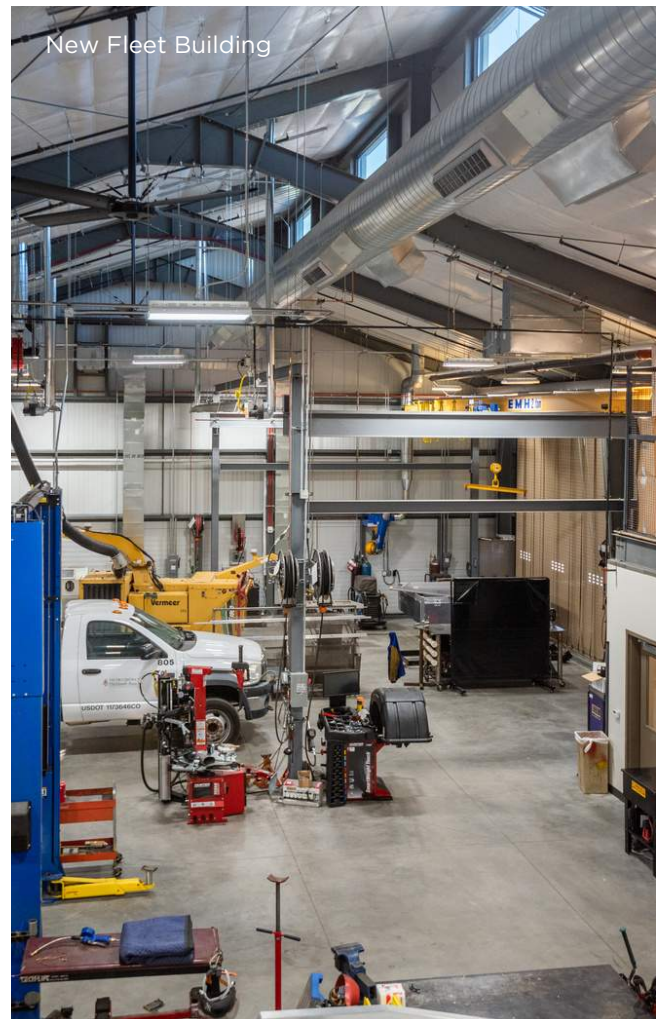
(303) 791.2710

[nadamson@highlandsranch.org](mailto:nadamson@highlandsranch.org)

Highlands Ranch Metropolitan District  
3280 Redstone Park Circle  
Highlands Ranch, Colorado 80129



Staff Training / Lunch Room



New Fleet Building





Exterior Expansion

## GUNNISON WASTEWATER TREATMENT PLANT

Eidos Architects teamed with the engineers at TetraTech to provide expansion and improvements to the existing City of Gunnison Wastewater Treatment Plant including an expansion and complete renovation of the Administration Building, Laboratory and a new Dewatering Facility.

Improvements at the Administration Building were critical to allow for proper work areas for staff as well as expanded service and compliance for the Lab. The existing building was severely undersized, and the Lab had been built as an afterthought. The Lab at Gunnison acts as a large regional lab for testing of smaller water and wastewater system operators in the area and the overall expansion required almost quadrupling the size of the space. The new layout allows for drop off of samples and payments at a secure entry vestibule and lab equipment and testing was all brought up to compliance. Additional improvements in the Admin Building included a new team training and conference room, offices and operator workspace, a new break room, restrooms and showers as well as an expanded workshop garage and covered parking canopy.

**FINAL CONSTRUCTION COST**  
\$13M

### OWNER CONTACT

Mark Maxwell  
(720) 931.9369  
mark.maxwell@tetrattech.com

City of Gunnison  
524 County Road 32,  
Gunnison, Colorado 81230



New Laboratory



# GH PHIPPS CONSTRUCTION OFFICES

Eidos is completing the renovation work with GH Phipps at their Denver Tech Center location with a renovation of the North half of the existing building. The work includes the rearrangement of spaces to maximize the function and user needs, with an emphasis on updated branding.

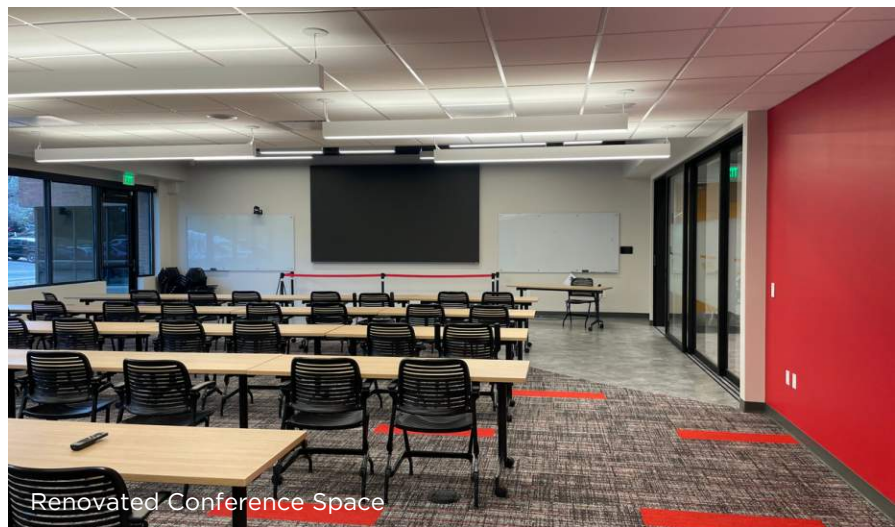
The finishes were updated throughout the space to have moments of subtle branding with the use of pops of red in the carpet to large spans of GH Phipps red for focal points for graphics. Vinyl graphics and dimensional text were used on the walls to give homage to the history and legacy of the company while giving it a refreshed aesthetic that aligns with the present-day vision of the company. The branding continuously reminds everyone on who GH Phipps is as a company and their mission, vision, and purpose.

**ANTICIPATED CONSTRUCTION COST**  
\$2M

## OWNER CONTACT

Nick Adamson  
Todd Ruff  
(303) 598.0310  
Todd.ruff@ghphipps.com

GH Phipps Construction  
5995 Greenwood Plaza Blvd Ste 100,  
Greenwood Village, CO 80111



Renovated Conference Space



Company Branding



# ADDITIONAL REFERENCES



Loma Port of Entry

## **Castle Pines Metropolitan District Administrative Offices & Maintenance Facility**

Castle Rock, Colorado  
Reference: Mark Larson  
(303) 814.1345

## **City of Thornton Fire Station #4 Expansion**

Thornton, Colorado  
Reference: Jennifer Cahill  
(303) 477.5251

## **City of Englewood Utilities Office Expansion**

Englewood, Colorado  
Reference: Adam Marquez  
(720) 545.3687

## **City of Ouray Wastewater Treatment Plant**

Ouray, Colorado  
Reference: Silas Clarke  
(970) 325.7060

## **City of Fruita Wastewater Reclamation Facility**

Fruita, Colorado  
Reference: Howard McCarthy  
(720) 775-7238

## **City of Gunnison WWTP Admin/ Lab Expansion**

Gunnison, Colorado  
Reference: Mark Maxwell  
(720) 931.9369

## **City of Northglenn O&M Facility**

Northglenn, Colorado  
Reference: Daniel Martinez  
(303) 450.8839

## **Colorado Dept. of Human Services**

Multiple Projects  
Reference: Matthew McNew  
(303) 866.7237

## **Colorado Dept. of Public Safety Loma Port of Entry**

Loma, Colorado  
Reference: Michael Moore  
(720) 688.3429

## **Clifton Water & Sanitation District Clifton Regional Wastewater Treatment Plant**

Clifton, Colorado  
Reference: Brian Woods  
(970) 434.7422

## **Colorado Community College Systems**

Multiple Projects  
Denver, Colorado  
Reference: Makenna Becker  
(720) 858.2723

## **Community College of Aurora Multiple Projects**

Aurora, Colorado  
Reference: Tom Morrissey  
(303) 340.7110

## **Eagle River Water & Sanitation District**

Multiple Projects  
Vail, Colorado  
Reference: Jeffrey Schneider  
(970) 477-5415

## **Mt. Crested Butte Water Treatment Admin & Filter Expansion**

Mt. Crested Butte, Colorado  
Reference: Mike Fabbre  
(970) 349-7575 x 102

## **Metro Water Recovery**

Support Facilities Master Plan  
Denver, Colorado  
Reference: Patrick Gehlhoff  
(303) 286.3106

## **Parker Water & Sanitation District**

Admin & Maintenance Master Plan  
Parker, Colorado  
Reference: Billie Owens  
(720) 842.4216

## **South Adams County Water & Sanitation District , Klein Water Treatment Facility Lab Expansion**

Commerce City, Colorado  
Reference: Randy Evans  
(303) 588.9927

## **St. Vrain Water & Sanitation District Wastewater Treatment Facility Expansion**

Firestone, Colorado  
Reference: Robert Fleck  
(303) 682.4681

## **Town of Bennett Wastewater Treatment Plant Expansion**

Bennett, Colorado  
Reference: Nick Worley  
(720) 318-9787

## **Town of Crested Butte Aeration & Administration Building**

Crested Butte, Colorado  
Reference: Carolyn de Groot  
(970) 349.5338 x124

## **Town of Telluride Public Works**

Master Plan & Addition  
Telluride, Colorado  
Reference: Kyle Beck  
(970) 728.3077





April 11, 2024

**Subject: Recommendation for Eidos Architects**

To Whom it May Concern,

Tetra Tech's municipal water and wastewater treatment practice in Denver has partnered with Eidos Architects (Eidos) for nearly two decades for our multidisciplinary design projects in the Rocky Mountain region. The team of Eidos architects led by Lori Hanson, AIA, NCARB that have served on our projects consistently demonstrate outstanding technical competency, dedication to quality, and consummate professionalism.

Eidos provided architectural design services on ten water and wastewater facility design projects in the last 4 years that I have been involved with. On those projects, I found Eidos's team to be exceptionally easy to work with from both a design and administrative perspective. The designs produced by Eidos are well thought out and comprehensive. Eidos's architects integrate well with our design team, providing for seamless coordination on meeting deliverables. As a project manager, I found Eidos to handle subcontracts with the highest integrity. Their team fairly scopes projects, communicates regularly, and prices their work carefully.

I would recommend the architectural services provided by Eidos to anyone looking for a dedicated designer. To date, I have not encountered a subcontracting designer that is more loyal, accountable, and easy to work with than Lori Hanson and the architects at Eidos. Please feel free contact me if you would like to discuss specific project examples of the high-quality work Eidos has provided Tetra Tech in Denver.

Very truly yours,

**Tetra Tech**

A handwritten signature in blue ink that reads 'Benjamin J. Miller'.

Benjamin J. Miller, P.E.  
Client Service Manager  
Tetra Tech, Inc.  
1560 Broadway, Suite 1400  
Denver, CO 80202  
[ben.miller@tetrattech.com](mailto:ben.miller@tetrattech.com)  
720.931.9344

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**COLORADO**  
Department of Public Safety

Matthew McNew  
Capital Development & Planning Branch Chief  
/ State Buildings Delegate  
15203 West 12<sup>th</sup> Ave,  
Golden, Colorado 80401  
[Matthew.mcnew@state.co.us](mailto:Matthew.mcnew@state.co.us)  
303-273-1648

To whom it may concern,

The Colorado Department of Public Safety has contracted with Eidos Architects on several projects over the past few years with project architect Lori Hanson. The values of Eidos Architects shows in the entire staff, by the way they focus on the client, communicate and visualize the design function of the end product.

Eidos Architects has built a reputation of team culture and professionalism. The consultants, engineers, general contractors that are involved in Eidos Architects projects are focused on completing a project to the highest standard possible. This culture is manifested by their great ability to build their firm around top notch individuals that reflect their same vision and values. Eidos Architects has built a network of liked minded individuals that is a tremendous benefit on low funded projects with limited timelines.

Companies that have worked with Eidos Architects on projects have complimented that they have never had plans or specifications that are so complete. They have been very impressed with the open communication, proactive approach and professionalism to these projects. It is satisfying to see a network of so many TEAM focused individuals working toward the same goal.

In short, Eidos Architects and project architect Lori Hanson have set the bar much higher than the industry standards. They are always concerned about their client's needs, elegant & efficient design and project timeline while keeping within budget.

I would highly recommend Eidos Architects for any project needs because of their ability to listen and far exceed end user's expectations.

Please feel free to give me a call for any further recommendation about Eidos Architects or Lori Hanson.

Regards,

Matthew McNew







To Whom It May Concern:

The City of Aurora has been working closely with Eidos Architects since June 2018 on programming and design of a 40 acre maintenance and operations campus. Eidos has been instrumental in assisting our team to refine our vision for the facility and has done a fantastic job understanding the nuanced needs of all of our various user groups. The Eidos team- particularly Bob Saas, Lori Hanson, and Matt Walczuk- has not only been easy to work but also extremely flexible, accommodating, and responsive. I am very excited to continue working with Eidos as we complete our design in 2020 and move into construction. I would recommend Eidos for your project without hesitation. Please feel free to call me at 303-739-7109 with any questions.

Elly Watson  
Business Services Manager  
City of Aurora / Public Works



# Strategy and Implementation Plan





# STRATEGY AND IMPLEMENTATION PLAN

As public service providers to a vibrant and active resident and visitor population, Persigo Wastewater Treatment Facility has a mission and value system that aligns with Eidos and the types of projects we engage in. Our design approach is based on previous experience in working with public works and wastewater operations teams and knowing that there are multiple stakeholders on a project of this nature.

We champion a fun and highly collaborative process, meeting with all staff as we create a custom solution that fits your needs for years to come. We will establish a strong foundation by first getting to know and understand your administration, operations and maintenance staff and how you operate on a daily basis. We will guide you through the decision making process and help you prioritize so that we create a long-term solution that meets your needs now and into the future.

## DESIGN DRIVERS

Our team has identified **4 key drivers** that we believe can set the City of Grand Junction up for success as we develop your new Administration and Maintenance Building at Persigo Wastewater Treatment Facility.



### DRIVER 1 - LAYING THE FOUNDATION

Since your project is combining the administration and maintenance functions from two sites down to one, knowing and understanding how your staff operates on a daily basis will be an important part of the design foundation of your new building. Our team will get to know your team's daily workflow and how it can improve in the new building. From site layout considerations including maintenance and heavy vehicle circulation, to interior layout discussions on shared space, down to details like where to locate laboratory equipment and gasses, we want the users' voices to be heard. We will include early interactive programming sessions with your team to discuss what you envision for your space. This builds team culture and creates buy-in and excitement for the project!



### DRIVER 2 - PROTECTING THE ENVIRONMENT

The mission statement for Persigo Wastewater Treatment is to provide the finest wastewater treatment possible, in a fiscally responsible manner that will protect the public health and environment. This new building offers opportunities to explore sustainable development features and become a demonstration site for the City with potential elements like grey water reuse, solar panels, parking canopies, EV charging, and high efficiency HVAC systems. We will guide you through potential options and help you prioritize cost and payback timelines.





### DRIVER 3 - FORECASTING THE FUTURE

The growth of your local population and a rise in the number of visitors continues to accelerate in the popular Grand Junction area. How is this affecting current maintenance? How might continued growth affect future admin space needs? Master Planning the new building site with potential reuse of the existing building will make sure you grow into the facility and not out of it. Predicting the future is not an exact science, but conversations we have now to identify how future growth could potentially impact City facilities are high priority to set you up for sustained success as you continue to provide community services.



### DRIVER 4 - BALANCING THE SCALES

As with any construction project, budget is a consideration. Establishing priorities and designing to maximize value is paramount. Our team is conscious of designing on budget and serving as good stewards of public money. We will explore multiple options for construction, looking at lead times, constructability, adaptability, and future expandability. We will guide Grand Junction and work with the CM/GC to find the fit that is right for this project, considering options like Pre-Engineered metal buildings, stick-built, precast or masonry construction.

The market is constantly evolving, and our team is able to adapt to shifting conditions. We also understand how the budget can't always support every need and want which is why we work with you to understand prioritization. We know how to employ phasing and future-ready capabilities that support expansion to be added as funding becomes available. We will work closely with the CM/GC to collaborate on the best decisions for the City.

## DESIGN PROCESS

### INITIAL INVESTIGATIONS

When beginning work, our team takes the necessary steps to gather as much information as possible to organize and set goals for the project.

#### MAJOR TASKS

- Conduct the Project Kick off Meeting where we meet to discuss overall goals, schedule, and budget needs.
- Establish the project communications and management plan.
- Perform a walk-through of the existing facilities with the staff to review and analyze existing space use and square footage.
- Develop a list of needs for design including site survey, initial geotech, existing building plans, and environmental.





## PROGRAMMING & CONCEPTUAL PLANNING

Working with Admin and Maintenance staff, we engage in a series of programming surveys and workshops designed to engage all users of the future building. Through active listening, asking thought provoking questions to elicit candid responses, and live sketching during the meetings, our methods help build consensus around the project.

### MAJOR TASKS

- Programming Workshops with User Groups.
- Space Analysis with future growth projections.
- Concept Workshops with user groups to develop conceptual site and floor plans.
- Finalize Concept Plans with City approval.

## SCHEMATIC DESIGN (30%)

During Schematic Design we formalize the concept plans into the beginnings of the final site and building layout and refine the aesthetics of the exterior and interior spaces. Plans will be developed sequentially based on and potential phasing.

### MAJOR TASKS

- Finalize floor plan layout and exterior aesthetic.
- Finalize site plan layout.
- Discuss options for Structural, Mechanical, Plumbing, and Electrical systems for the building.
- Finalize sustainability goals.
- Drawings for review and Owner Workshop.

## CM/GC (OR CMAR) ENGAGEMENT

We will be actively involved in collaboration throughout the design and construction process with the selected CM/GC. As a valuable member of the project team we work openly with them from start to finish.

### MAJOR TASKS

- Support the City with procurement of the CM/GC.
- Collaborate on reviews at all deliverable milestones.
- Engage early on to discuss budget, building construction types, schedule, and constructability.



## WHY CHOOSE OUR TEAM:

### COMMUNICATION

We communicate clearly to the owner, our design team, the contractor, and your community from the kick-off meeting through move-in.

### ANTICIPATING DEADLINES

We plan ahead to foresee potential challenges and identify solutions in a timely manner including early procurement of equipment and resources.

### CONTINGENCY PLAN

Contingency plans are critical for unforeseen circumstances such as unexpected material, labor price escalations, or potential changes from end users. Our team works to understand priorities and plan for the unforeseen.

### THE DEVIL IS IN THE DETAILS

We believe it all starts with the details. Creating thorough Construction Documents leads to a simple construction process and avoids costly change orders.

### COLLABORATION

We meet and share BIM files live as a team to work together and find consensus for design solutions. We proactively work with review agencies and utility providers early to resolve questions before they become problems.

### QUALITY CONTROLS

Our QA/QC program will provide Grand Junction with confidence that your project will be designed and built right the first time.





## DESIGN DEVELOPMENT (60%)

During this phase we will establish building systems to be utilized in the project including structural, mechanical, plumbing, and electrical. We make key decisions in tandem with you for meeting sustainability and maintenance goals. We also begin to meet with the Planning and Building Divisions that have jurisdiction over the project to proactively address any development requirements early-on.

### MAJOR TASKS

- Meetings with Planning Division, Building Division, and Fire Department.
- Select major systems components for mechanical, plumbing, electrical, security, and technology.
- Coordinate equipment needs and infrastructure support (lifts, cranes, lab hoods, etc.).
- Select fixtures and building finishes.
- Drawings for Owner/CM/GC Reviews and Workshops.
- Review of GMP with Owner and CM/GC.
- Drawings for Site Development Application.

## CONSTRUCTION DOCUMENTS (100%)

During CDs we will finalize all of the final drawings, details, and specifications for the project in order to submit for Building Permit review.

### MAJOR TASKS

- Finalize Drawings and Specifications.
- Finalize approval of Site Development Application and attend any Public hearings.
- Submit documents for Permit and finalize any review comments.
- Final review of any changes to the GMP.
- Final review of Drawings with Owner and CM/GC.

## CONSTRUCTION

We will be in constant contact with the General Contractor to make sure that we are providing solutions and turning around detailed reviews on time. By dedicating our design team from schematic design through construction, you will have the continuity and dedication of a team that has been involved from day one.

### MAJOR TASKS

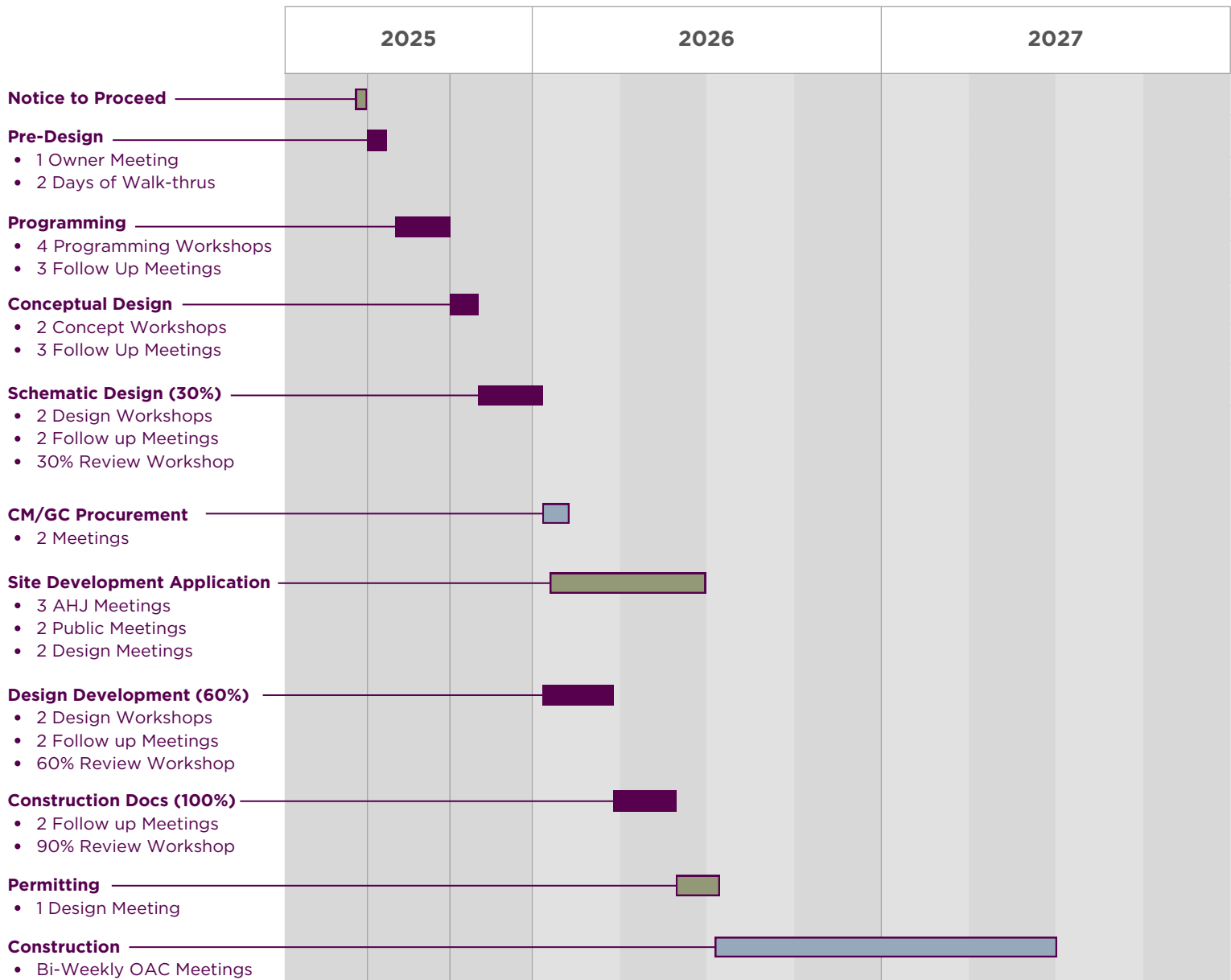
- Review Submittals, RFIs, and Change Requests.
- On Site Observations.
- Closeout Documents and 11-month Warranty Walk.





# TIME SCHEDULE

Below is our timeline schedule of completion by phase which indicates larger Owner workshop sessions. Workshop sessions will be conducted in person, and other follow up meetings for specialty topics can be held virtually. We also plan to establish regular bi-weekly virtual design progress meetings with the City’s Project Manager and eventually the CM/GC to keep the project on task and on schedule.



## GAINING CONSENSUS

We pride ourselves in the ability to work with multiple user groups and attain a consensus that balances needs across all departments. Setting clear goals upfront leads the decision-making process. We want this facility to be unique to your Administration and Maintenance needs and follow design standards of the City of Grand Junction.



# References



Aurora Water at SEAM  
Maintenance Crew Locker Rooms



# REFERENCES

*Proposer(s) must provide at least three (3) references from the past two years, who can attest to the Consultant's experience in delivering similar scope and size.*

## REFERENCE 1 | AURORA WATER @ SEAM DANIEL P. MIKESSELL WATER OPERATIONS FACILITY

### (A) CLIENT'S NAME AND ADDRESS

Aurora Water - Daniel P. Mikesell Water Operations Facility  
26791 E. Quincy Avenue, Aurora, Colorado 80016

### (B) POINT OF CONTACT (NAME, TELEPHONE NUMBER, AND EMAIL ADDRESS)

Elly Watson, Aurora Project Manager  
(303) 739.7109  
elwatson@auroragov.org

### (C) DATES OF SERVICE

May 2018 (Design Start) - September 2023 (Occupancy) - Spring 2025 (Commissioning)

### (D) ORIGINAL BUDGET AND FINAL PROJECT COST

Original: \$115M  
Final Project Cost: \$120M

### (E) EXPLANATION OF ANY VARIATIONS FROM EXPECTED OUTCOMES OR DISCREPANCIES IN THE PROJECT SCOPE OR COST

- The original design timeline was extended one year to allow for engagement with a change management company to collaborate with us on programming and Master Planning the campus.
- Construction pricing escalations due to Covid-19 pandemic supply chain issues caused the change in final pricing from GMP.
- Ongoing post-occupancy commissioning is currently underway to make sure that all systems operate effectively with the new occupants.





## REFERENCE 2 | TOWN OF TELLURIDE PUBLIC WORKS

### (A) CLIENT'S NAME AND ADDRESS

Telluride Public Works & Wastewater Treatment  
1370 Black Bear Road, Telluride, Colorado 81435

### (B) POINT OF CONTACT (NAME, TELEPHONE NUMBER, AND EMAIL ADDRESS)

Kyle Beck, Public Works Director  
(970) 728.3077  
kbeck@telluride-co.gov

### (C) DATES OF SERVICE

- PW Phase 1: May 2022 (Design Start) - Spring 2025 (Bidding Soon)
- WWTP Laboratory Remodel: May 2024 (Design Start) - Spring 2025 (Bidding Soon)
- PW Phase 2: May 2025 (Design Start Anticipated)

### (D) ORIGINAL BUDGET AND FINAL PROJECT COST

Phase 1 Anticipated: \$4M

### (E) EXPLANATION OF ANY VARIATIONS FROM EXPECTED OUTCOMES OR DISCREPANCIES IN THE PROJECT SCOPE OR COST

- The Public Works site is situated in a very poor, compressive soil area in the river valley. During design, specialty geotechnical testing had to be added in order to reduce the classification of the potential of soil liquefaction in a seismic event.
- Additional project grants were awarded during the design phase, bidding and construction has been delayed currently as we are waiting on funds to be released for use.
- Design changes were made after permitting review to add an elevator at the Owner request. The elevator was not required by the building department at the time of design.





## REFERENCE 3 | TOWN OF CRESTED BUTTE WWTP

### (A) CLIENT'S NAME AND ADDRESS

Wastewater Treatment Plant - New Admin/Operations and Aeration Basin Building  
Town of Crested Butte  
P.O. Box 39, Crested Butte, Colorado 81224

### (B) POINT OF CONTACT (NAME, TELEPHONE NUMBER, AND EMAIL ADDRESS)

Carolyn de Groot, Town Engineer  
(970) 349.5338 x124  
cdegroot@crestedbutte-co.gov

### (C) DATES OF SERVICE

May 2021 (Design Start) - August 2024 (Construction Completion)

### (D) ORIGINAL BUDGET AND FINAL PROJECT COST

Original 60% GMP: \$17M  
Final Project Cost: \$20M

### (E) EXPLANATION OF ANY VARIATIONS FROM EXPECTED OUTCOMES OR DISCREPANCIES IN THE PROJECT SCOPE OR COST

- Extensive design meetings with the CMAR were conducted at the 60% GMP level in order to reduce costs from the original \$23M estimate. This project included wastewater process scope in other phases that Eidos was not involved with.
- Original exterior designs were modified numerous times in collaboration with the Town Historic and Planning Departments.
- The main structure was a large free-span PEMB utilized to span existing large outdoor aeration basins that were in operation. Extensive design coordination with the PEMB fabricator were required to meet snow loading and span requirements.





# Legal Proceedings/ Lawsuits





# LEGAL PROCEEDINGS/LAWSUITS

*Provide a comprehensive list of any legal proceedings or lawsuits involving the Consultant, employees, or subcontractors of the Consultant who may be providing Services to the City. The list shall include current litigation and status, and any matter(s) filed, settled, and/or otherwise adjudicated in the last five years.*

Eidos Architects does not have any current legal proceedings or lawsuits involving our Company or employees in our proposed Services to the City. We also do not have any litigation matter(s) filed, settled, and/or otherwise adjudicated in the last five years.



# Additional Data





# SUSTAINABILITY



## EIDOS ARCHITECTS COMMITMENT TO SUSTAINABILITY

We are committed to designing a facility that saves water, lowers your utility expenses and carbon footprint and improves energy efficiency. We believe sustainability means looking at the project with a true global perspective that not only addresses environmental sustainability, but also overall employee comfort and wellness in a space that your staff will occupy many hours of the day. We work with all of our project Owners to provide energy efficient and sustainable facilities.

Our design team includes sub-consultants from Group 14 that will work with you to identify sustainable features you would like to incorporate into the project, and balance the initial upfront costs with long term payback and maintenance.

One of our recent projects utilizing this approach, in collaboration with Group 14, includes:

### SOUTHEAST AURORA MAINTENANCE CAMPUS | AURORA WATER | \$120,000,000

- Exterior Envelope Commissioning and Air Infiltration Testing
- Solar Photovoltaic Parking Canopies
- EV Charging Stations
- Landscape Design that Filters Waterflow to Planting Areas
- Lighting Controls and LED Lighting
- Skylight Daylighting for Interior Corridors
- Advanced Energy Modeling and XCEL Energy Partnership
- Acoustical Analysis Design for Sound Control

There has been a significant shift for increased electrification in buildings fueled by advancing technology, EV growth, and greenhouse gas reduction goals from Colorado municipalities. We are excited to support the City of Grand Junction commitment to improve the health of the community and promote sustainability through your project.



# LABORATORY DESIGN



## EIDOS ARCHITECTS LABORATORY DESIGN EXPERIENCE

We have been providing laboratory design specific to water and wastewater treatment facilities for over 23 years. From small one-room water quality labs to large water and wastewater production labs, we work with your lab team to observe lab testing protocols and solve space and functionality problems with new design layouts in collaboration with your team. All with chemist and operator safety first and foremost.

### **Important Lab considerations for Grand Junction include:**

- Safety - Proper use of fume hoods, exhaust snorkels, locations for eye wash and showers, and storage of hazardous materials are carefully determined to protect the health and safety of occupants.
- Prevent Cross-Contamination - If your lab includes water and wastewater testing, it will be important to prevent cross contamination of samples, testing instruments, and air flow.
- Flexibility - Moveable benches, tables, and storage allows users to set their testing space up for how their workflow runs.
- Adaptability - Testing requirements and instruments are constantly changing. Providing spaces that can be adapted easily to new protocols is important for longevity.
- Durability - Consideration for lab chemicals, acids, and potential metals extraction are critical to determine how to select materials for bench space, waste piping, and HVAC systems that will last the harsh conditions present in some lab spaces.
- Accessibility - The ability to provide workspaces for all abilities is important in the design and layout of the space.
- Ergonomics - Lab user comfort is a key piece to keeping chemists and operators healthy. Considerations for work bench heights, seating, standing options, and workflow locations for ease of use will be determined during lab programming design.





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## THANK YOU!

We hope we have demonstrated our enthusiasm and commitment to the City of Grand Junction. We are a highly experienced, collaborative team with a 23 year track record of working on similar projects to your new Administration and Maintenance Building at Persigo Wastewater Treatment Facility. Our staff of 25 allows us to meet deadlines, deliver high performance custom designs, and provides you with an outstanding level of service. We hope to work with you and would like to thank you for giving us this opportunity.

## EIDOS ARCHITECTS

5400 Greenwood Plaza Boulevard  
Greenwood Village, Colorado 80111  
P 720.200.0630

## CONTACT

Lori Hanson - Principal  
LHanson@eidosarch.com



Aurora Water at SEAM  
Kitchen and Lunch Room





05.20.2025

INTERVIEW FOR

# PERSIGO WASTEWATER ADMINISTRATION & MAINTENANCE

 EIDOSARCH.COM

 720.200.0630

 5400 Greenwood Plaza Blvd.  
Greenwood Village, CO 80111





# Agenda

Introductions

Why Eidos

Design Drivers

Laboratory

Your Site

Existing Admin Building

SCADA / Control Room

Proposed Schedule

Q & A





# Our Team

Our team is uniquely equipped for this project with a blend of experience and a proven track record of delivering successful projects.



**Lori Hanson**  
Principal in Charge  
Project Manager



**Michelle Rubio**  
Project Architect



**Chloe Sanders**  
Interior Designer





**JVA**

Kevin Tone  
Civil



**JVA**

Sam Redfield  
Civil



**JVA**

Steve Carpenter  
Structural



**JVA**

Cristy Helmich  
Structural



**TurnKey**

Skip Hudson  
Traffic Study



**Bighorn**

**Engineering**

Mark Harrington  
Mechanical + Plumbing



**Bighorn**

**Engineering**

Drew Brown  
Electrical



**DHM Design**

Jason Jaynes  
Landscape



**Group 14**

Lauren McNeill  
Sustainability



**Group 14**

Anna McCullough  
Sustainability-Energy



# Firm History



Project Track Record

**60+ Municipal Projects**

Projects in the Area

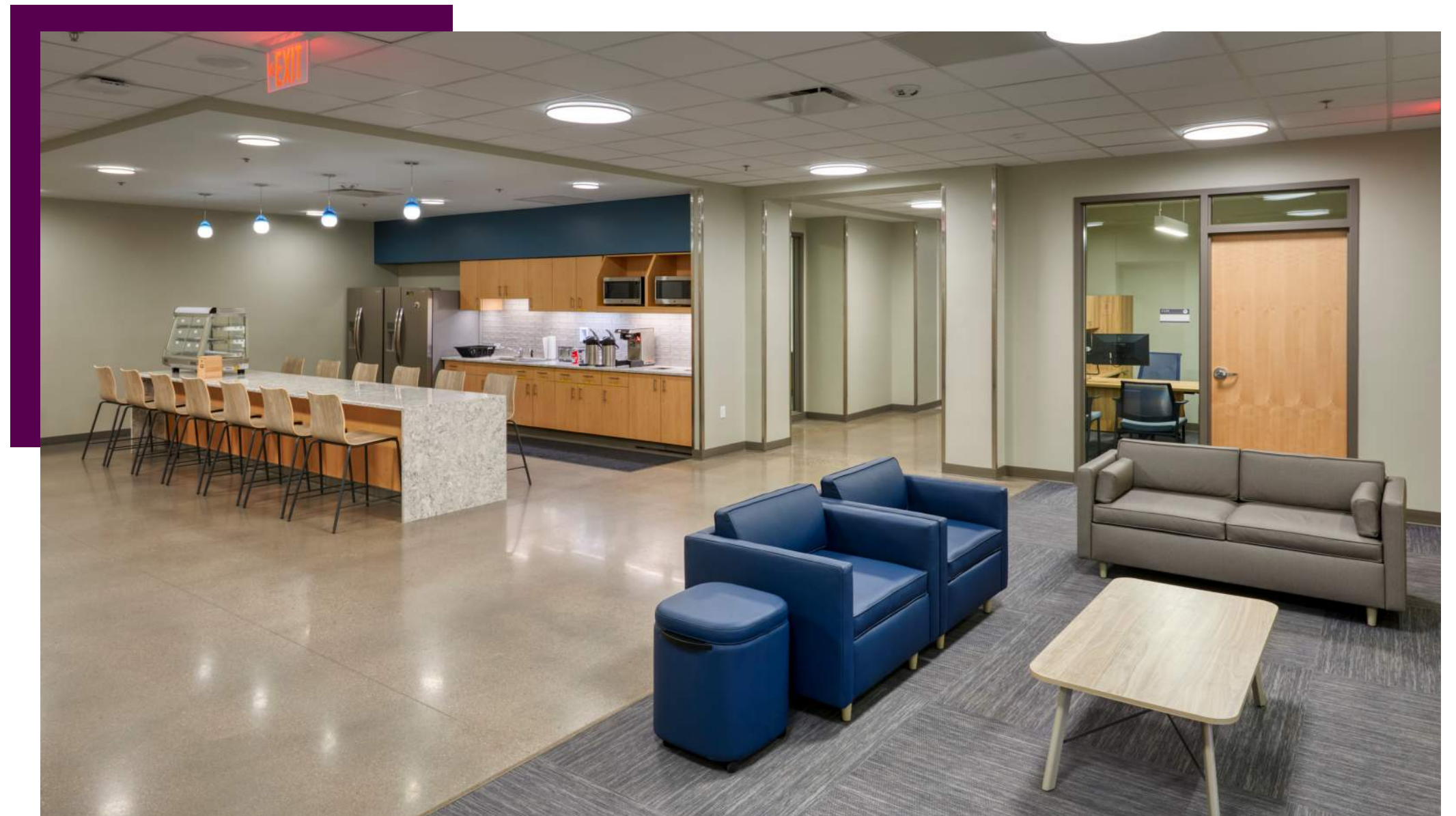
**Working in the Western Slope**

CM/GC Experience

**80+ CM/GC Delivery Projects**

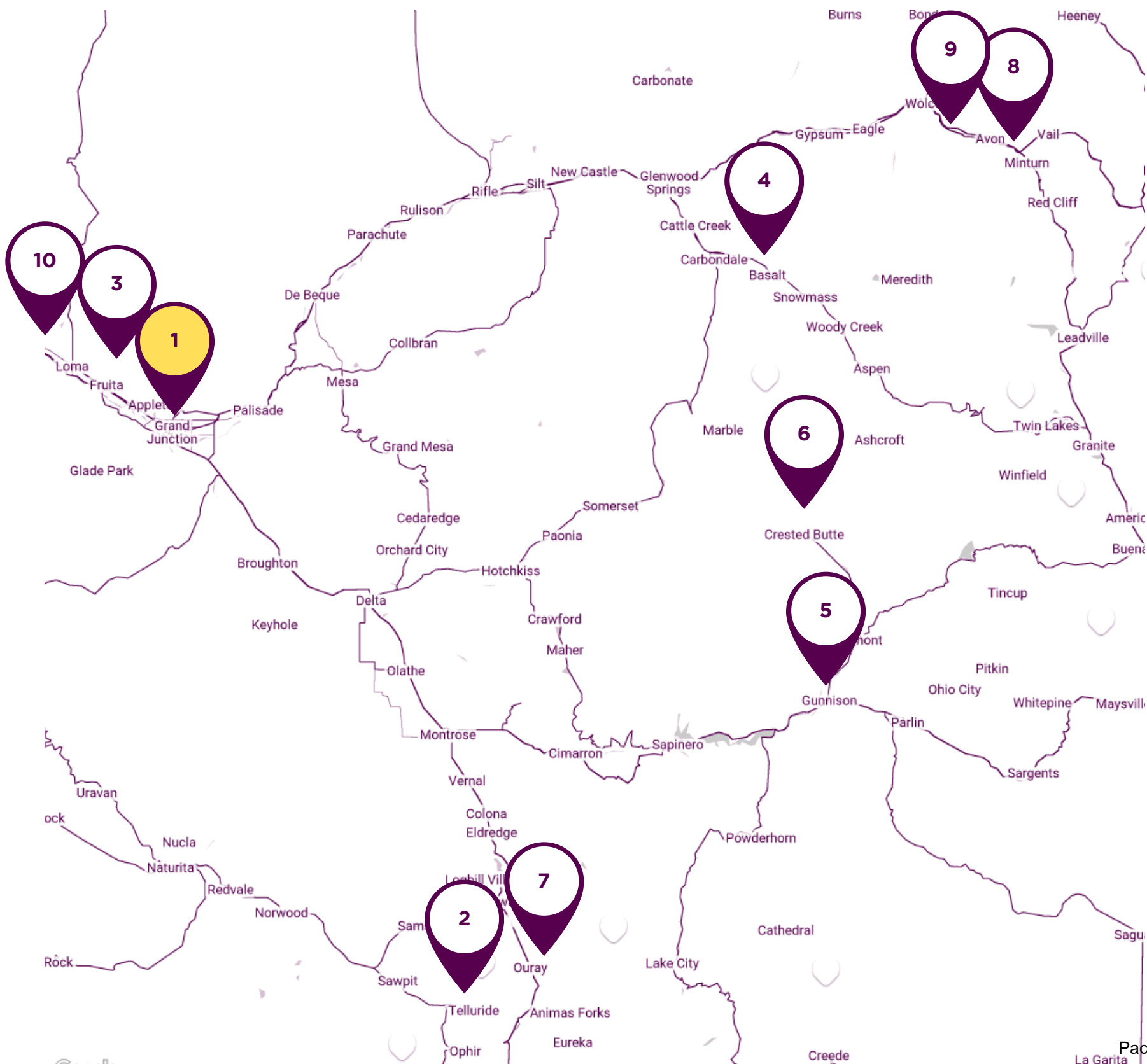


# Unique Wastewater Operations & Maintenance Experience





# Western Slope Experience



**1 Grand Junction**  
Colorado Mesa University

**2 Telluride**  
Public Works Master Plan  
Public Works Transit Addition  
Wastewater Lab Remodel

**3 Fruita**  
Fruita Wastewater Treatment Plant  
Grand Mesa Apartments  
Sacred Heart Catholic Church

**4 Basalt**  
Basalt High School

**5 Gunnison**  
Wastewater Treatment Operations

**6 Crested Butte**  
Town of Crested Butte Wastewater  
Mt. Crested Butte Water Treatment

**7 Ouray**  
Wastewater Treatment Plant

**8 Avon**  
Wastewater Treatment Plant  
Drinking Water Facility Admin  
Booster Pump Stations 1, 2 & 3

**9 Edwards**  
Wastewater Treatment Plant

**10 Loma**  
Port of Entry





05.20.2025

## DRIVER 1 - LAYING THE FOUNDATION

### Building Operations

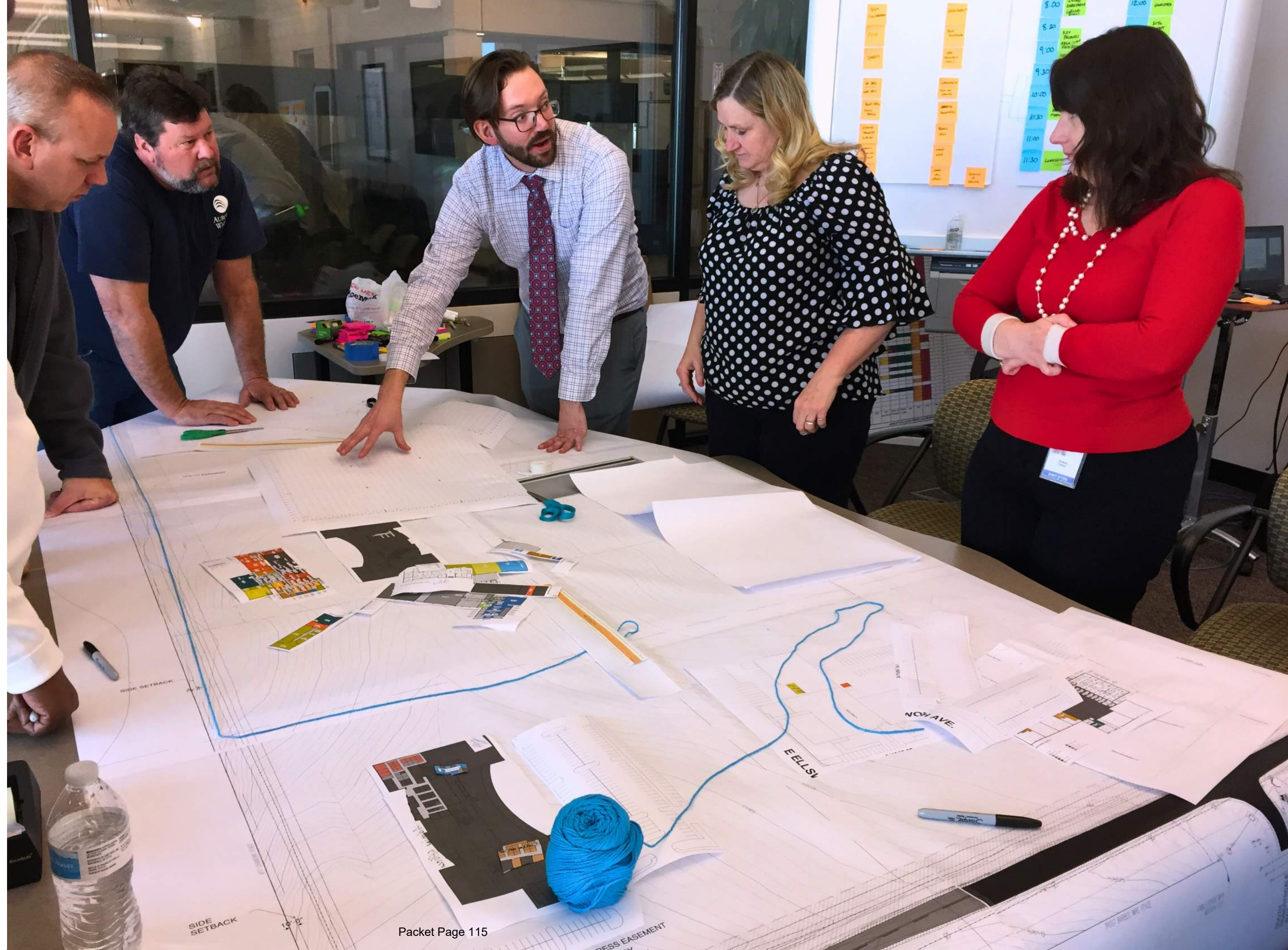
Knowing and Understanding How  
Your Staff Operates on a Daily  
Basis

### Site Layouts

Layout Considerations including  
Maintenance, Vehicle Circulation,  
Lab Equipment, and Office Spaces

### Early Interactive Programming Sessions

Programming Sessions Create  
Project Buy-In and Builds Team  
Culture Through Envisioning Your  
New Space





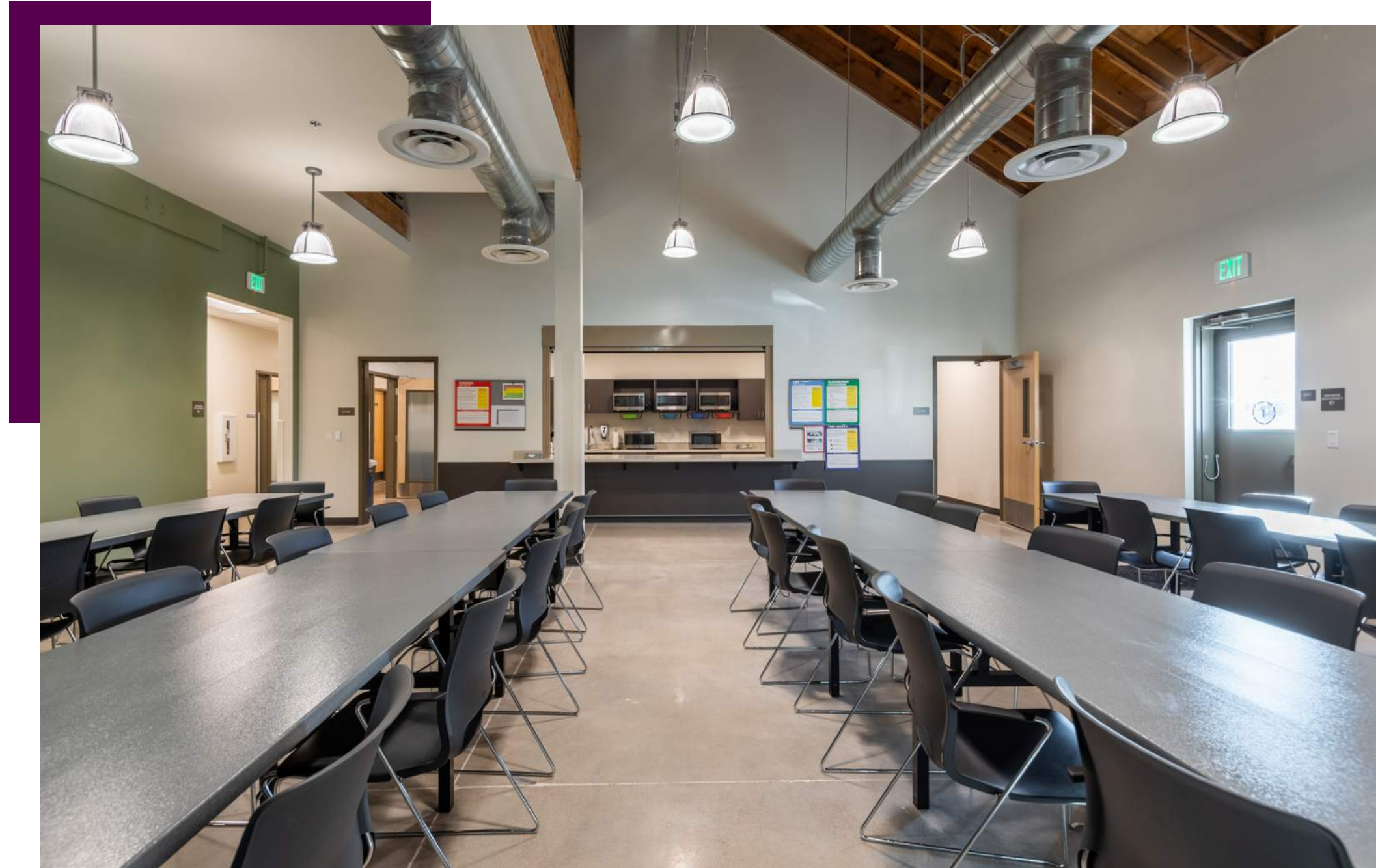
# Programming Workshops





# Highlands Ranch Metro District

- New Buildings & Existing Building Redesign
- Operation Crew Work Rooms & Training
- Multi-Phase Construction on Occupied Site





## DRIVER 2 - PROTECTING THE ENVIRONMENT

### Your Mission Statement

Provide the Finest Wastewater Treatment Possible, in a Fiscally Responsible Manner That Will Protect the Public Health and Environment

### Opportunities

New Building Offers Opportunities to Explore Sustainable Development Features

### Demonstration Site

With Potential Elements Like Grey Water Reuse, Solar Panels, Parking Canopies, EV Charging, and High Efficiency HVAC Systems







05.20.2025

## SUSTAINABILITY

### Sustainable Design

Creating Energy Efficient Facilities That Lower Costs and Reduce Environmental Impact

### Holistic Wellness

Designing With Employee Comfort, Wellness, and Long Term Sustainability in Mind

### Future Forward Solutions

Partnering to Integrate Electrification and Eco-Conscious Features That Support Community Health





# Aurora Water Southeast Aurora

## Maintenance Campus

- Multiple Construction Types (PEMB, Pre-Cast, & Stick-Frame)
- Combined Operations & Maintenance Campus
- Laboratory & Tech Operations Center





## DRIVER 3 - FORECASTING THE FUTURE

### Population Growth

Look Into How the Growth of Your  
Local Population and a Rise in the  
Number of Visitors Will Affect You

### Master Planning

Growing Into Your Building Over  
Time and Not Out of It

### Sustained Success

Extensive Conversations on How  
Future Growth Could Potentially  
Impact City Facilities





# Telluride Public Works

- Master Planning
- Site Safety & Circulation
- Multi-Phase Design & Construction
- PW Admin & WWTP Laboratory Redesign





## DRIVER 4 - BALANCING THE SCALES

### Budget Consciousness

Establishing Priorities and  
Maximizing Value Within  
Financial Realities

### Strategic Construction Choices

Exploring Build Options with a  
Focus on Flexibility, Timing, and  
Future Expansion

### Adaptive Planning

Collaborating with CM/GC to  
Align Design with Evolving  
Needs and Funding Availability







05.20.2025

## BUILDING TYPES

### Stick Built

Ease of Materials and Trades  
Many Finish Options

### Pre-Cast Concrete

Fast Erection Time  
Significant Coordination  
Durability and Longevity

### Masonry

Local Materials  
Durability and Longevity  
Time Consuming

### PEMB

Fast Erection  
Less Durability  
Economy of Scale







05.20.2025

## LABORATORY

### Specialized Lab Experience

Over Two Decades of Designing Safe, Functional Water and Wastewater Lab Spaces

### Safety & Contamination Control

Prioritizing User Safety and Preventing Cross-Contamination Through Smart Design

### Future Ready Flexibility

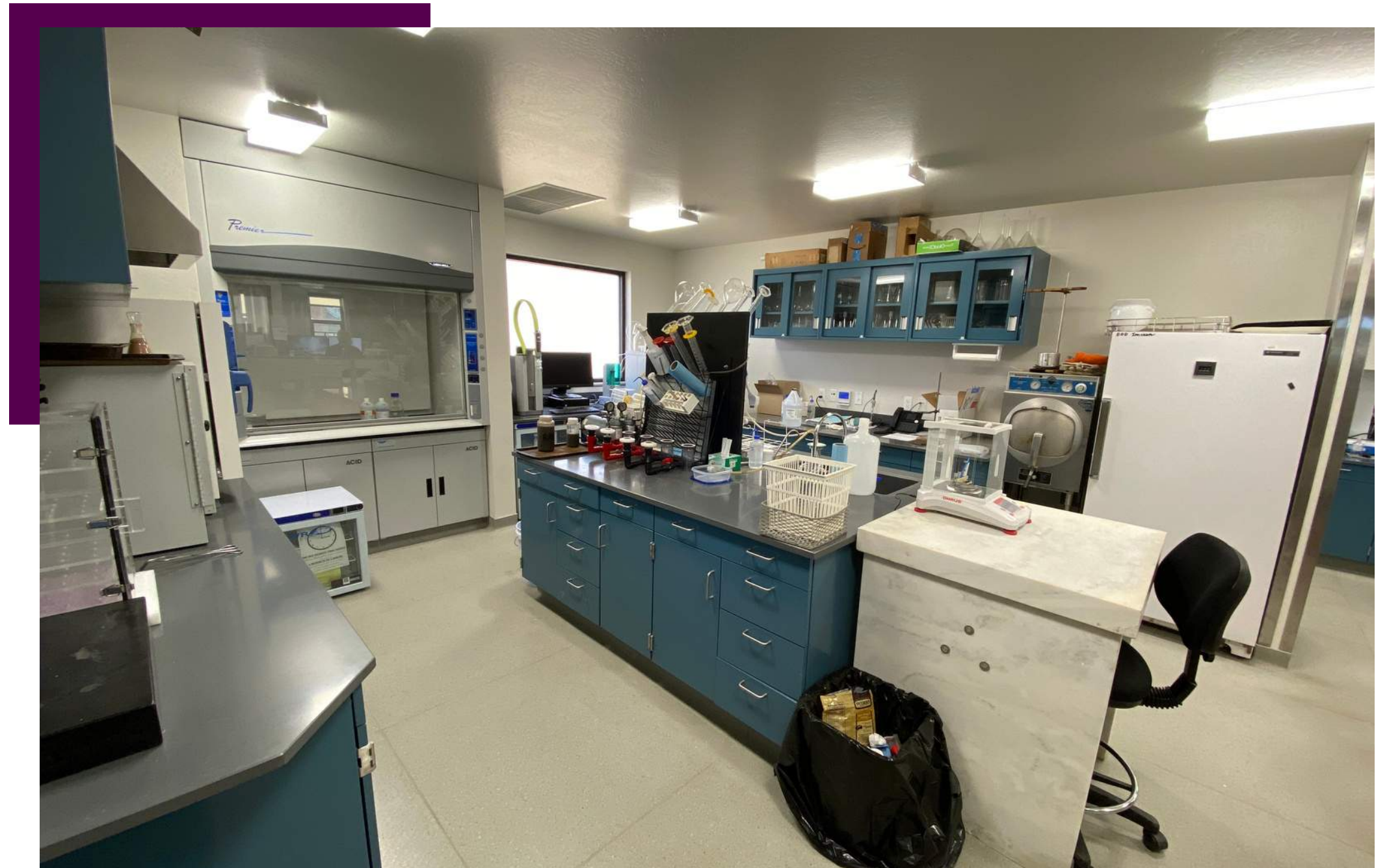
Designing Adaptable, Durable, and Ergonomic Labs That Evolve With Your Testing Needs





# Gunnison Wastewater Treatment Plant

- Large Regional Laboratory
- Building Expansion & Redesign
- Control Room, SCADA, & Operator Work Areas





## PERSIGO SITE

### Drainage Design Approach

Evaluate Survey and Geotech

Follow a Sustainable Approach

Cost Effective

Area Requirements for Space

### Drainage Design Options

Review existing detention pond for capacity for use

Establish New Pond near new building

Bio-infiltration Pond options with geotech information/study







05.20.2025

## EXISTING ADMIN BUILDING EVALUATION

### Assessment Needs

Structural Integrity

Mechanical HVAC

Plumbing Systems

Electrical Age / Capacity

### Assessment Process

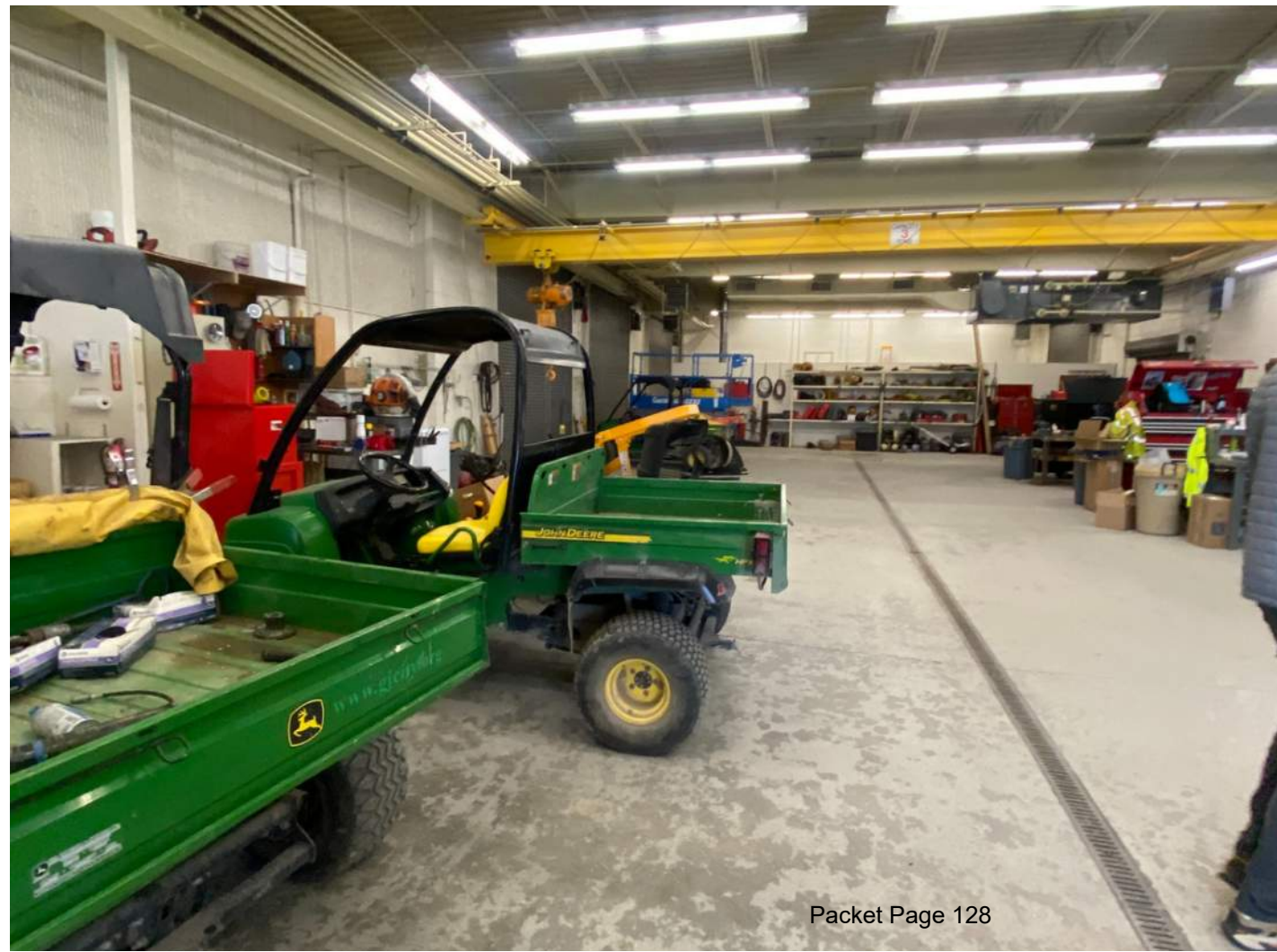
Walk Building with Engineers

Review Previous Reports

Report Conditions Assessment  
with applicability for reuse

Review in Context with Master  
Plan needs for admin/operations,  
maintenance and future plant  
treatment needs.

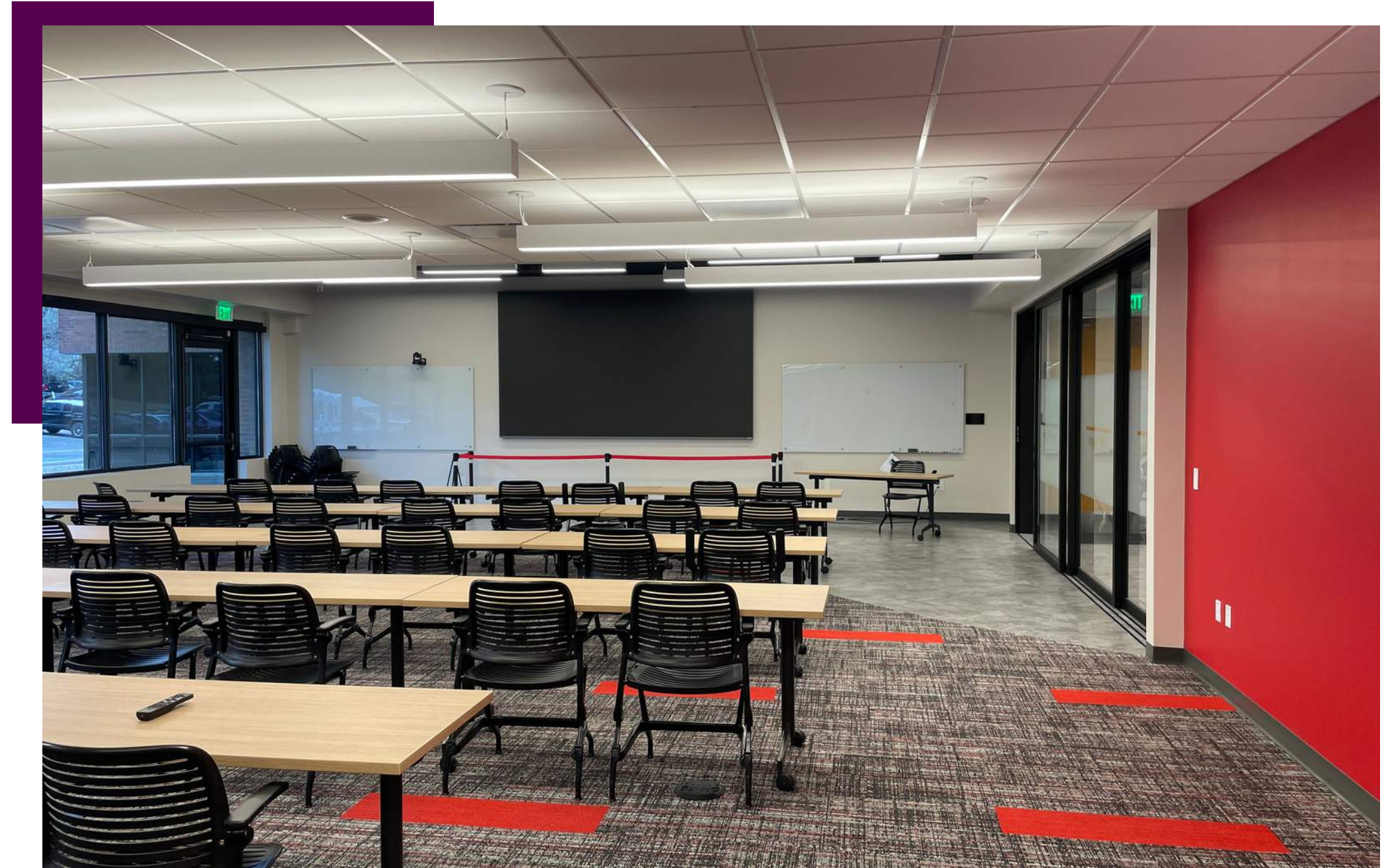
Reviews and Recommendations  
in Collaboration with the City.





# GH Phipps Construction Offices

- Interior Upgrade & Refresh of Existing Building
- New Branded Design
- Modern Amenities & Work Environments







05.20.2025

## SCADA/CONTROL ROOM

### Design Considerations

Location

Physical Security

Visibility

Existing Control Room

HVAC

UPC and Emergency Generator

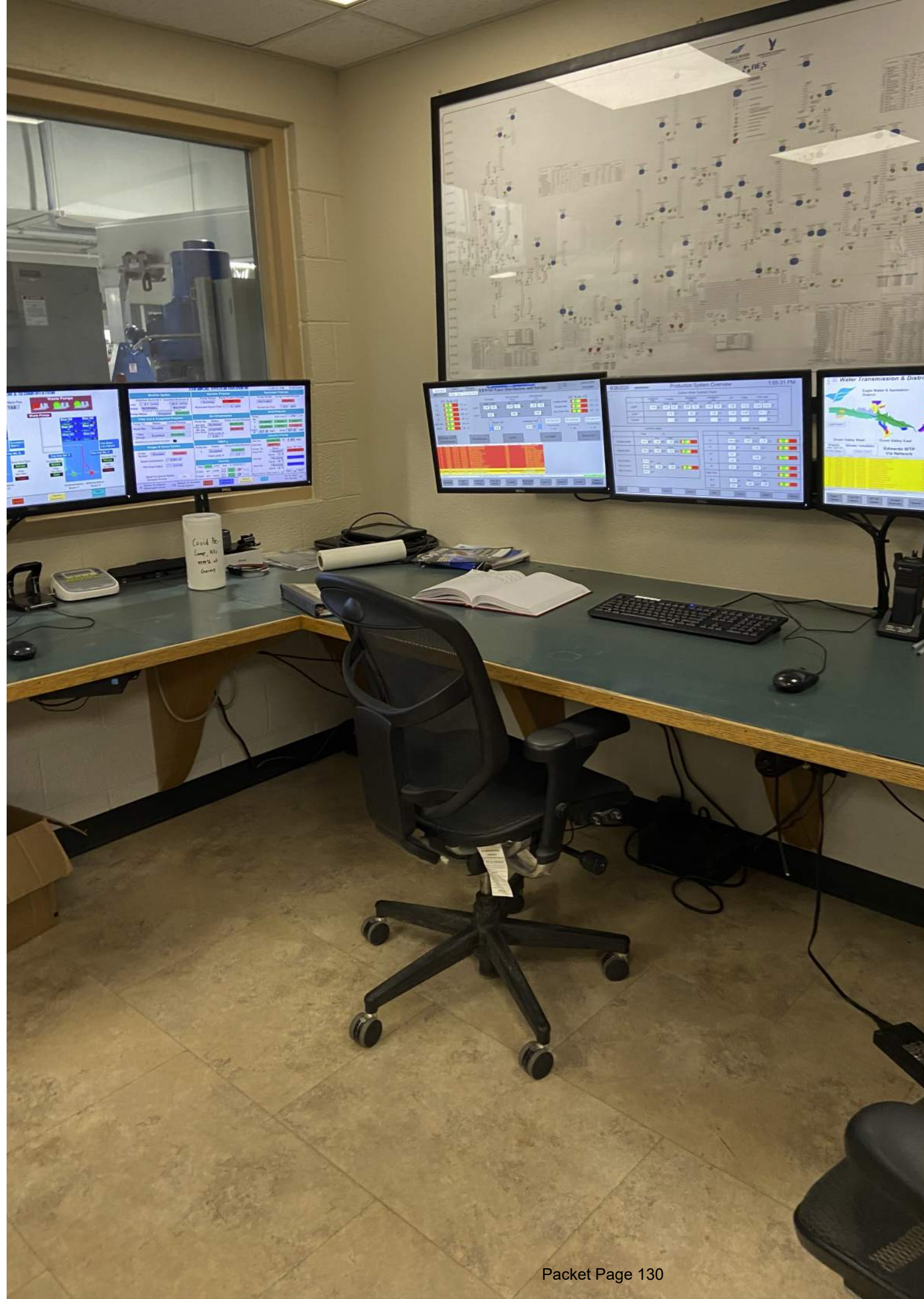
### Design Questions

Integration with Phase I Plant  
Design and Construction

Existing Infrastructure

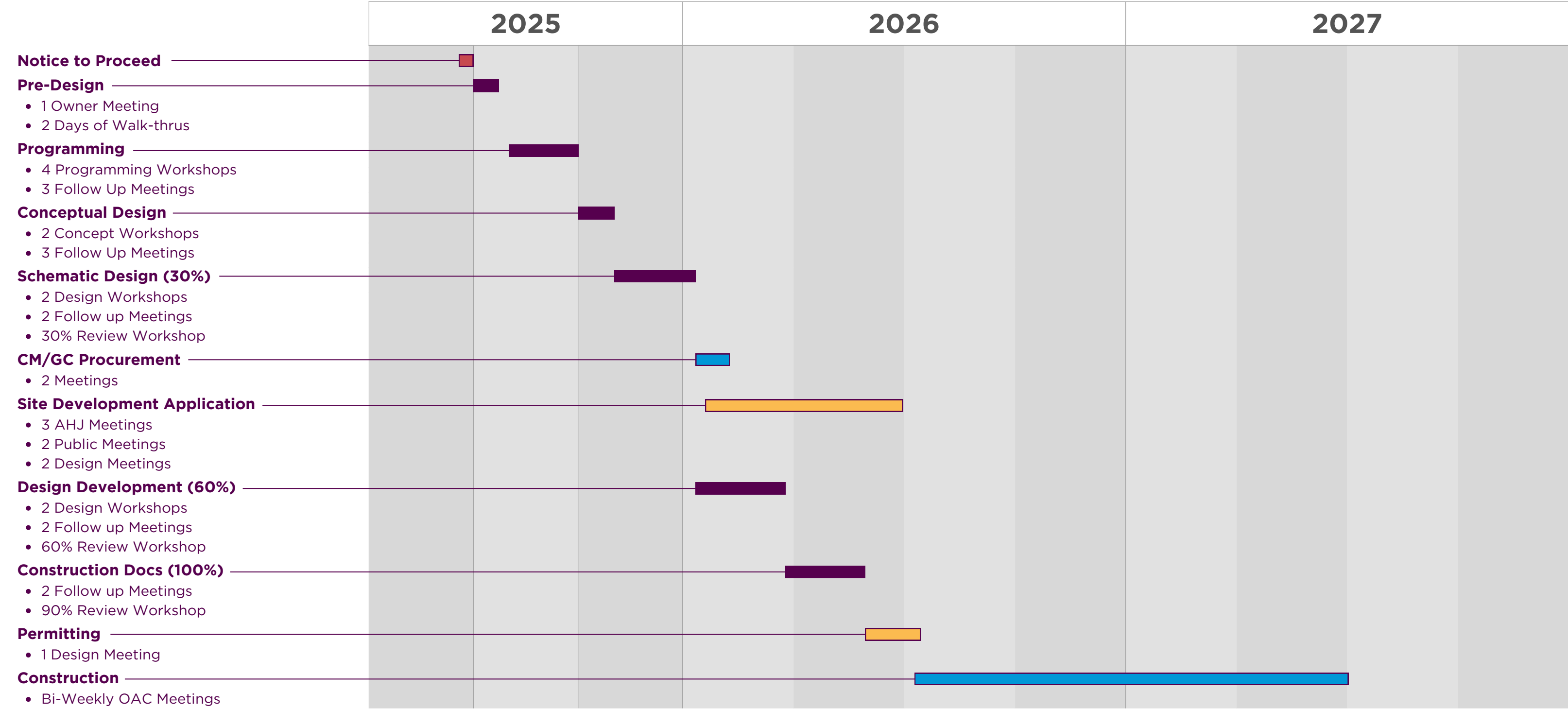
City IT Coordination

Controls Integrator Need





# Planning Timeline





# Why Eidos

**Wastewater Operations & Maintenance Experience**  
**Western Slope Experience**  
**Laboratory Experience**

**We want to make the New Administration & Maintenance Building at Persigo Wastewater Treatment Facility project a SUCCESS!**



5400 Greenwood Plaza Blvd. Greenwood Village, CO 80111



720.200.0630



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## Grand Junction City Council

### Regular Session

Item #3.d.

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**Meeting Date:** June 18, 2025  
**Presented By:** Randi Kim, Utilities Director  
**Department:** Utilities  
**Submitted By:** Toby Thieman, Project Engineer

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### Information

#### **SUBJECT:**

Authorize a Construction Contract for Sanitary Sewer Cure-In-Place-Pipe Project

#### **RECOMMENDATION:**

Staff recommends approval for the City Purchasing Division to enter into a contract with Inliner Solutions, LLC for the amount of \$2,279,871.00 for the construction of the Sanitary Sewer Cure-In-Place-Pipe Project.

#### **EXECUTIVE SUMMARY:**

The purpose of this contract is to hire a General Contractor to rehabilitate existing sanitary sewer lines that are in poor condition. The scope of this project will include lining an estimated 15,750 linear feet of sewer pipe throughout the sanitary collection system using cure-in-place-pipe (CIPP) lining technologies.

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

The City of Grand Junction is responsible for maintaining over 588 miles of sanitary sewer lines throughout the Persigo 201 service area. The condition of the sewer collections system is continually inventoried as part of a regular cleaning and inspection program. The City's asset management program prioritizes repair of sanitary sewer lines based on factors such as age of infrastructure, condition of pipe, maintenance history, and consequences of failure. Pipes prioritized for repair are evaluated to determine if they are suitable for rehabilitation or require full replacement. The segments of sanitary sewer lines identified for repair as part of this contract were selected to be rehabilitated using cure-in-place-pipe (CIPP) lining technologies, which involves inserting a flexible, resin-saturated liner into the existing sewer pipe, inflating it to fit the pipe's shape, and curing it using either stream or UV light. Once cured, the liner forms a new, structural and seamless pipe within the old pipe.



The existing sanitary sewer pipes proposed for CIPP lining on this project are primarily concrete or clay pipes with significant deterioration and range from 6" to 24" in diameter. CIPP lining was selected for these pipes as a cost-effective, efficient, and minimally disruptive alternative compared to traditional open-cut sewer replacement, especially when factoring in street restoration and traffic control savings.

A formal Invitation For Bid (IFB) was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, and advertised in The Daily Sentinel. The City received three (3) bids for the project, two of which were found to be responsive and responsible in the following amounts:

Contractor	Location	Bid Amount
Inliner Solutions	Kiowa, CO	\$2,279,871.00
Insituform Technologies	Littleton, CO	\$2,710,750.00

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:**

The funds for this contract are included in the 2025 Adopted Budget in the Sewer Fund.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Inliner Solutions, LLD for the amount of \$2,279,871.00 for the construction of the Sanitary Sewer Cure-In-Place-Pipe Project.

**Attachments**

None





## Grand Junction City Council

### Regular Session

Item #3.e.

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**Meeting Date:** June 18, 2025  
**Presented By:** Ken Sherbenou, Parks and Recreation Director  
**Department:** Parks and Recreation  
**Submitted By:** Ken Sherbenou

---

### Information

#### **SUBJECT:**

Authorize a Change Order to Add Design Consulting Scope for the Outdoor Amenities at the New Recreation Center at Matchett Park

#### **RECOMMENDATION:**

Staff recommends the City Council authorize the Purchasing Division to add scope with Change Order #6A in the Professional Services Contract with Barker Rinker Seacat Architecture for Architect/Engineer (AE) Design Services for the Community Recreation Center (CRC) Outdoor Amenities at Matchett Park for the not-to-exceed amount of \$25,850

#### **EXECUTIVE SUMMARY:**

The City of Grand Junction has applied for and been awarded a grant from Great Outdoors Colorado (GOCO), along with other grants, to fund the Outdoor Amenities associated with the new Grand Junction Community Recreation Center (CRC) at Matchett Park. This scope was identified in the 2022 CRC Plan and included in Barker Rinker Seacat's (BRS) preliminary design of the CRC in 2024. This Change Order includes BRS's final design to produce construction documents for the Outdoor Amenities concurrent with the CRC construction.

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

Grand Junction is the largest community on the Western Slope and the only one without a multipurpose Community Recreation Center (CRC). Attempts to provide the necessary funding date back to 1979, with efforts repeatedly falling short until the successful ballot initiative in April 2023. That proposal, which emphasized a diversity of funding sources, including a realistic grant strategy, earned approval with 60 percent of voters voting yes. The requests to grant funders for support make good on the promise to voters to pursue grants to support the development and demonstrate the fiscal



responsibility critical to achieving a successful ballot initiative.

As part of the 2022 CRC Plan, several outdoor amenities were identified to be funded by potential grants. These grants were not guaranteed, so the amenities were only shown in the CRC Schematic Design phase of the Architect's drawings. With the award of the final main source of funding in March of 2025 from Great Outdoors Colorado (GOCO), the Parks & Recreation Department recommends moving forward with the full design and construction documents for the CRC Outdoor Amenities.

Additional improvements in this first phase of the expansive Matchett Park include the Burkey Pavilion, a full-size, synthetic turf field, and a temporary parking lot for users. The Pavilion will be a nearby stand-alone structure available for various community gatherings, including activities tied to the field and the indoor spaces, especially the community rooms. Installation of the synthetic turf field at the Community Recreation Center is anticipated to significantly increase utilization and youth engagement. One of the key measurable outcomes of the synthetic turf field installation is the extension of the playing season for sports into the winter months.

The project's community-driven nature, shaped by extensive GOCO-funded planning efforts, reflects a commitment to meeting the community's needs. These amenities will benefit the entire City and County population, tourists, and various sports and recreational groups needing multipurpose fields. The synthetic turf field will allow year-round use and reduce maintenance costs and water consumption. Construction of these amenities will now achieve an approximate cost savings of \$120,000 since consultants are already mobilized.

The original Change Order from BRS totaled \$185,614 and was approved by the City Manager in accordance with policy. However, it was later discovered that BRS mistakenly excluded the required Civil Engineering fee of \$25,850. With this fee included, the total Change Order amount is now \$214,014, which requires City Council approval.

**FISCAL IMPACT:**

The full \$214,014 design cost is covered by secured grants, including the Daniels Fund, Gates Foundation, Boettcher Foundation, and Great Outdoors Colorado.

**SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to add scope with Change Order #6A in the Professional Services Contract with Barker Rinker Seacat Architecture for Architect/Engineer (AE) Design Services for the Community Recreation Center (CRC) Outdoor Amenities at Matchett Park for the not-to-exceed amount of \$25,850.

**Attachments**

None









## Grand Junction City Council

### Regular Session

Item #4.a.

---

**Meeting Date:** June 18, 2025

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

**Department:** Engineering & Transportation

**Submitted By:** Anne Opitz

---

### **Information**

#### **SUBJECT:**

A Resolution Authorizing the Sale of Real Property Located at/near 300 S. 4th Street adjacent to Whitman Park to the Colorado Department of Transportation

#### **RECOMMENDATION:**

Recommend adoption of the proposed resolution.

#### **EXECUTIVE SUMMARY:**

The Colorado Department of Transportation (CDOT) is proceeding with the safety and operational improvements along I-70 Business Loop with Phase 7. This next project phase is the continuation of the improvements currently under construction on I-70B from south of Rood to 3rd Street. CDOT is offering just compensation for all interests in a permanent right of way (parcel RW-41) and includes all damages and benefits to the remaining portions of the property. The proposed right of way is a small sliver of land along the east side (5th Street side) of Whitman Park where US Highway 50 currently encroaches into the park.

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

The Phase 7 project begins east of 3rd Street and continues east to 6th Street. Its purpose is to reconstruct sidewalks and driveways to increase the level of service and improve transportation, safety, pedestrian, and traffic flow for the traveling public throughout the I-70 Business Loop corridor. The proposed construction start date is the spring of 2026.

To construct and maintain these improvements, the project needs to acquire a permanent right-of-way (parcel RW-41) from the City of Grand Junction. CDOT is offering to acquire the rights to the parcels depicted on the enclosed Right of Way plan sheet (Exhibit "A"), the attached legal description, and summarized as RW-41. The



purpose of the parcel is for roadway improvements. The proposed right of way is a small sliver of land along east side (5th Street side) of Whitman Park where Hwy 50 currently encroaches into the park. The only park improvements impacted by the project are to one shrub near the Ute Avenue intersection that is included in the cost of the appraised value, and the CDOT project plans to install additional landscaping along the Ute Avenue and Pitkin Avenue frontages as part of the project to mitigate impacts.

In addition to the base offer, CDOT is offering an incentive for receiving all required, signed documentation by July 11, 2025. If the signed documents are received by July 11, 2025, an incentive of \$1,557.70 will be paid to the City of Grand Junction.

**FISCAL IMPACT:**

The City of Grand Junction will receive just compensation and financial incentive for the sale of 599 square feet of property identified as RW-41 to the Colorado Department of Transportation in the amount of \$11,160+\$1,557.70 incentive for a total of \$12,717.70.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 28-25 authorizing the sale of real property at/near 300 S. 4th Street adjacent to Whitman Park to the Colorado Department of Transportation for permanent right of way parcel RW-41.

**Attachments**

1. RW-41 Offer & MOA
2. RES-Whitman ROW to CDOT 20250529





**COLORADO**  
**Department of Transportation**

Region 3  
222 South 6<sup>th</sup> Street, Room 317  
Grand Junction, CO 81501-2769

PROJECT: NHPP 070A-042  
LOCATION: I-70B East of 3<sup>rd</sup> Street  
CODE: 25637  
PARCEL: RW-41

May 27, 2025

Via: Hand delivery

City of Grand Junction  
Attn: Ken Haley  
244 N. 7<sup>th</sup> Street  
Grand Junction, CO 81501

***Re: Offer to Acquire and Summary of Just Compensation for 300 S. 4<sup>th</sup> Street, Grand Junction, CO***

Dear Mr. Haley:

The Colorado Department of Transportation (CDOT) is proceeding with the safety and operational improvements along I-70 Business Loop. This project phase is the continuation of the improvements previously made at the I-70B South of Road to 3<sup>rd</sup> Street corridor. The project begins east of 3<sup>rd</sup> Street and continues easterly to 6<sup>th</sup> Street. The purpose of the project includes the reconstruction of sidewalks and driveways to increase the level of service and improve transportation, safety, pedestrian, and traffic flow for the traveling public throughout the I70 Business Loop corridor. The proposed construction start date is the spring of 2026.

To construct and maintain these improvements, the project needs to acquire a Permanent right-of-way (parcel RW-41) from you. CDOT is offering to acquire the rights to the parcels depicted on the enclosed Right of Way plan sheet (Exhibit "A"), the attached legal description, and summarized as RW-41. The purpose of the parcel is for roadway improvements.

CDOT has prepared an appraisal based upon credible market data for vacant commercial lands and has estimated a unit value of \$18.50/sf. The results of this appraisal, as reviewed and approved, is considered the Fair Market Value and is the basis for our offer to purchase.





CDOT hereby offers you just compensation in the amount of **Eleven Thousand One Hundred Sixty and 00/100 Dollars** for the property interest described above. This amount is offered as total compensation for all interests in the parcel and includes all damages and benefits, if any, to the remaining portions of your property. Below is a summary of compensation components:

Land:

- Parcel RW-41 contains a total area of 599 square feet (0.014 ac). The estimated unit value of the land is \$18.50/square foot. Therefore, an offer for this fee simple acquisition is  $\$18.50/\text{sf} \times 599 \text{ sf} = \$11,081.50$ .

Affected Improvements/Fixtures:

One medium size barberry bush at \$72.50

The sum of the above listed composition components with permissible rounding results in a just compensation totaling \$11,160.00 (rounded).

Incentive:

In addition to the base offer, CDOT is offering an incentive for receiving all required, signed documentation within 45 days of the date of this letter. If the signed documents are received in our office by July 11, 2025, an incentive of 5% of the base plus \$1,000 will be paid to the property owner, computed as follows:

$(\$11,160.00 \times 5\%) = \$557.70 + \$1,000 = \$1,557.70$  total of the incentive payment.

The incentive is considered an offer of compromise; and is only applicable if the attached Memorandum of Agreement (MOA) is signed and returned to my attention within the 45-day period which ends at 5:00 PM, July 11, 2025.

Summary:

CDOT hereby offers you just compensation for all interests in the parcel and includes all damages and benefits, if any, to the remaining portions of your property.

Offer without incentive is \$11,160.00 rounded

Offer with incentive is  $\$11,160.00 + \$1,557.70 = \$12,717.70$  if received by 5:00PM, July 11, 2025.

Accompanying this letter is a Memorandum of Agreement (MOA) for your consideration. The MOA constitutes CDOT's formal offer to purchase that becomes a contract when fully signed by all parties. If you agree with CDOT's offer, please complete, sign and date the:

- MOA in the box identified as "Grantor" at the bottom of the form.
- W-9 - this is required for payment to you.
- Statement of Authority - please sign in the presence of a notary public.





Please return the original forms (MOA, Statement of Authority and W-9 form) in the enclosed return envelope to Doug Killerud, CDOT ROW, 222 South 6<sup>th</sup> Street, Rm 317, Grand Junction CO 81501.

Finally, enclosed is a Demographic Information form. Completing this form is voluntary; it is used to document CDOT's compliance with several federal civil rights laws. If you choose to complete this information, please return it in the enclosed pre-paid envelope addressed to our CDOT Denver, Colorado address.

Please contact me at 970-261-9435 if you have any questions or concerns regarding this offer letter or the enclosures. Thank you for your assistance in this important public improvement project.

Sincerely,



Douglas Killerud  
Region 3 Real Estate Specialist

Enclosures:

Memorandum of Agreement form 784 with Legal Description  
Plan sheet  
Summary of Fair Market Value form 240  
Request for Taxpayer Identification form W-9  
Statement of Authority  
Demographic Information Form  
Self addressed stamped envelopes (2)





COLORADO DEPARTMENT OF TRANSPORTATION MEMORANDUM OF AGREEMENT	Project Code: 25637	Parcel No: RW-41
	Project No: NHPP 070A-042	
	Location: I-70B East of 3 <sup>rd</sup> Street	
	County: Mesa	State Highway No: I-70B

This Memorandum of Agreement (“Agreement”) made on (date) \_\_\_\_\_, 2025 is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the  
Owner(s)     City of Grand Junction (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	599 Sq.ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$11,081.50
Permanent and Slope Easements (described in attached exhibits)	Sq.ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$
Temporary Easements (described in attached exhibits)	Sq.ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$
Improvements: Barberry bush		\$72.50
Damages		\$
Gross Total (if signed MOA is NOT received by July 11, 2025)		\$11,160.00 rounded
Incentive (if signed MOA is received by July 11, 2025)		\$1,557.70
Net Total (if signed MOA is received by July 11, 2025)		\$12,717.70

Other conditions: This agreement includes an incentive payment. The incentive payment is only applicable if CDOT receives the final executed Memorandum of Agreement on or before July 11, 2025 which is within 45 calendar days of CDOT’s offer of fair market value.

- The GRANTOR:
- 1) Acknowledges that just compensation was determined by an appropriate valuation procedure prepared in accordance with applicable laws and regulations, and hereby knowingly waives any right to contest such valuation;
  - 2) Agrees the amount of money and/or compensation listed above is full consideration for the following land, easements, improvements, and damages of any kind whatsoever;
  - 3) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
  - 4) Enters this Agreement knowing that Transportation Commission has the power to authorize eminent domain and requires property for public purposes;
  - 5) Shall be responsible for securing releases from all liens, judgments and financial encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any lawful other source;
  - 6) Will execute and deliver to GRANTEE those documents indicated below;
  - 7) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
  - 8) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.
  - 9) Acknowledges and agrees that by signing this Agreement, it may be waiving rights, including, but not limited to, the right to contest GRANTEE’s taking of possession or title to the property by eminent domain.



NOTE: At GRANTOR’S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 7 and 8 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended: and
- 5) Will prepare the following documents:

- ☒ General Warranty Deed

☐ Access Deed

☐ Full Release(s) Book/Page:

☐ Partial Release(s) Book/Page:

☐ Or (specify)

☐ Title Company to prepare documents except
- ☐ Utility Easement

☐ Permanent Easement

☐ Slope Easement

☐ Temporary Easement

Order Warrant \$	Payable to: City of Grand Junction
Order Warrant \$	Payable to:
Real Estate Specialist	GRANTOR signature <span>Attach form W-9</span>
By: Douglas Killerud	By: Click or tap here to enter text.
Division approval (Region ROW Manager)	GRANTOR signature (if applicable)
By: Click or tap here to enter text.	By: Click or tap here to enter text.

cc: Project Development Branch – ROW Services (original)  
Property Owner  
Region Right-of-Way Manager  
Region Program Engineer/Resident Engineer/Project Engineer



**EXHIBIT "A"**

**PROJECT NUMBER: NHPP 070A-042**

**PARCEL NUMBER: RW-41**

**PROJECT CODE: 25637**

**DATE: August 13, 2024**

**LEGAL DESCRIPTION**

A tract or parcel of land No. RW-41 of the Department of Transportation, State of Colorado Project No. NHPP 070A-042 containing 599 sq. ft. (0.014 acres), more or less, situated in Whitman Park, formerly known as Cottonwood Park, all of Block 140 of the City of Grand Junction, according to the Plat of Part of the Second Division Resurvey, as Amended, recorded January 22, 1909, in Book 3, at Page 21, as Reception Number 80773, and lying in the Southwest 1/4 of Section 14, Township 1 South, Range 1 West, of the Ute Principal Meridian, County of Mesa, State of Colorado, said tract or parcel being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 14, a found 2.5" brass cap in concrete, PLS 38274, properly stamped and dated 2022, thence N. 44°46'46" W., a distance of 1191.99 feet, to the northerly line of said Block 140, also being the southerly right-of-way line of Ute Avenue, the TRUE POINT OF BEGINNING;

1. Thence S. 89°52'06" W., along the southerly line of said right-of-way, a distance of 6.65 feet, to the northeasterly corner of said Block 140, also being the intersection of the southerly line of said right-of-way and the westerly right-of-way line of South 5th Street;
2. Thence S. 00°01'02" W., along the westerly line of said right-of way, a distance of 180.13 feet;
3. Thence N. 02°05'47" W., a distance of 180.26 feet, more or less, to THE TRUE POINT OF BEGINNING;

The above-described tract or parcel contains 599 sq. ft. (0.014 acres), more or less.

Basis of Bearings: All bearings recited herein are based on a grid bearing of S. 87°12'34" E., from milepost monument MP 5.49 to milepost monument MP 5.75. Both monuments are CDOT Type 5(S) monuments, marked appropriately for their milepost location.

For and on Behalf of SGM, Inc.  
118 W. Sixth St., Suite 200  
Glenwood Springs, CO 81601  
Richard A. Harrison, PLS 38180






Sheet Revisions	
Date	Description
mm/dd/yy	XXXXXXXX

[illegible][illegible]

Grid North  
Scale: 1" = 20'  
Lineal Units = U.S. Survey Feet



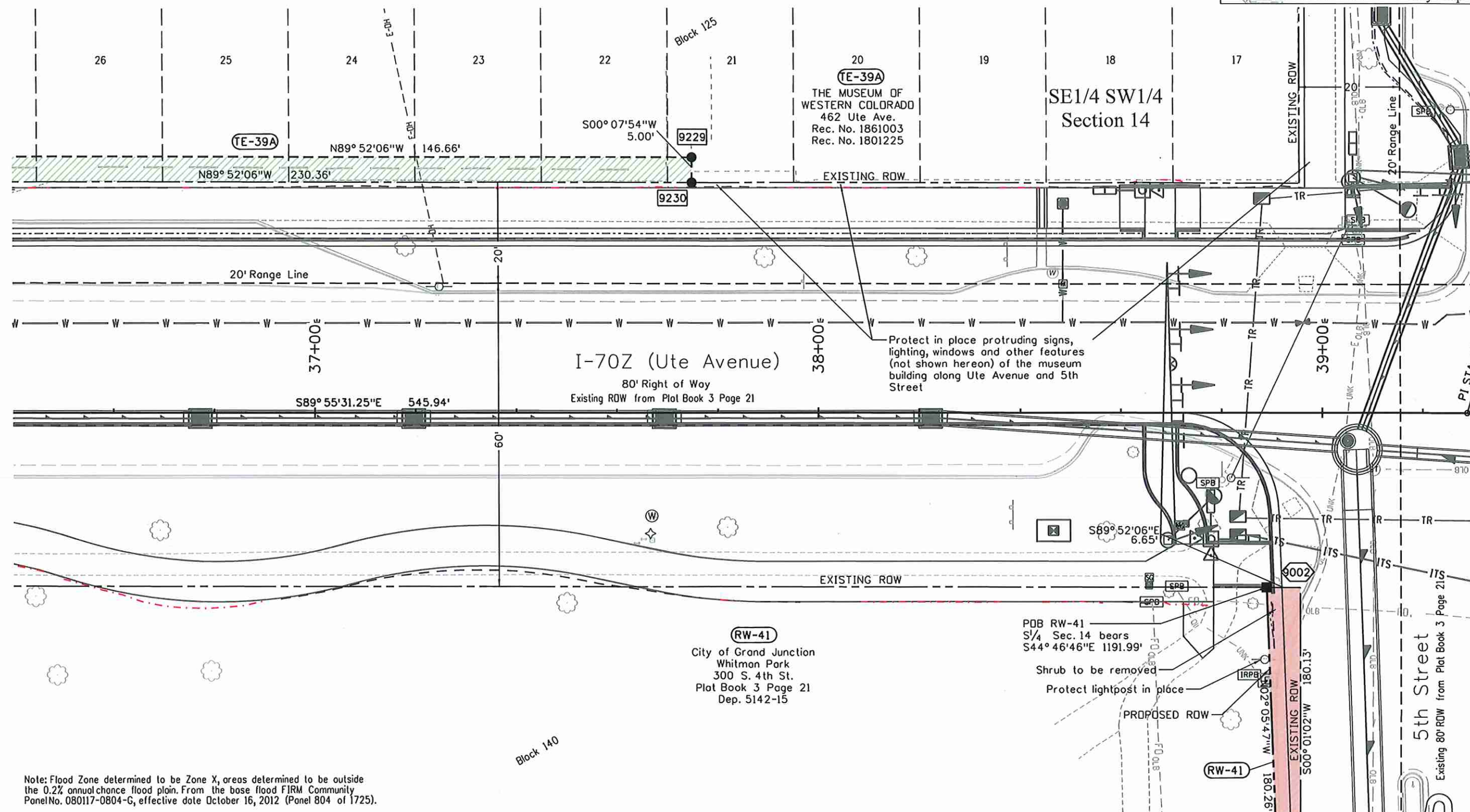
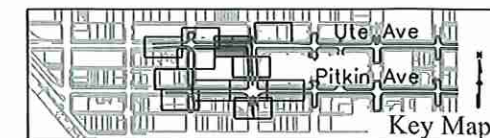
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## Plan Sheet

Project Number: NHPP 070A-042			
Project Location: I-70B & I-70Z Between 3rd & 6th Streets, Grand Junction, CO			
Project Code:	Lost Mod. Date	Subset	Sheet No.
25637	11/8/24	7.01-7.13	7.04



Section 14, T. 1 S., R. 1 W., Ute P.M.  
Mesa County



Note: Flood Zone determined to be Zone X, areas determined to be outside the 0.2% annual chance flood plain. From the base flood FIRM Community Panel No. 080117-0804-C, effective date October 16, 2012 (Panel 804 of 1725).





222 South 6th St.  
Grand Junction, CO 81501  
Phone: (970) 683-6236  
Fax: (970) 683-6227

Region 3

BKB



118 West Sixth Street, Suite 200  
Glenwood Springs, CO 81601  
970.945.1004 www.sgm-inc.com

Sheet Revisions

Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX

Sheet Revisions

Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX

Sheet Revisions

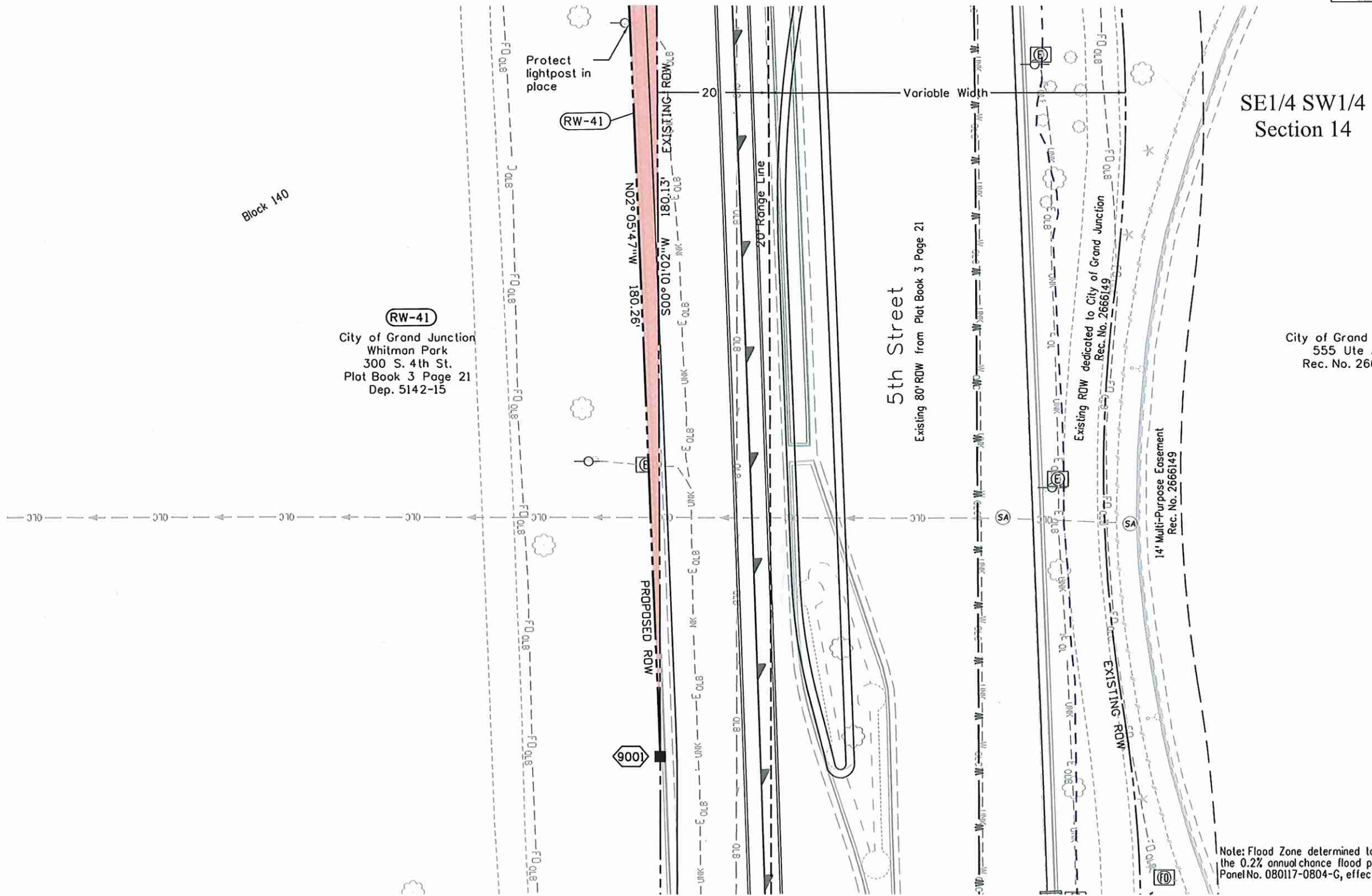
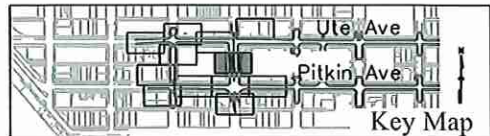
Date	Description	Initials
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Grid North  
Scale: 1" = 20'  
Lineal Units = U.S. Survey Feet  
0' 10' 20'

Right of Way Plans

Plan Sheet			
Project Number: NHPP 070A-042			
Project Location: I-70B & I-70Z Between 3rd & 6th Streets, Grand Junction, CO			
Project Code: 25637	Last Mod. Date: 11/8/24	Subset: 7.01-7.13	Sheet No.: 7.05

Section 14, T. 1 S., R. 1 W., Ute P.M.  
Mesa County



11/11/2024 8:53:21 AM I:\2023\2023-483-CDDT-25637-I-70B\001-Exist\Con\I-70B\001-Exist\Survey\Drawings\25637-SRV\_PLN\_ROW-1.dgn



# STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

OFFER OF FAIR MARKET VALUE



**COLORADO**

Department of Transportation

Region 3

Project Code: 25637

Parcel No: RW-41

Project No: NHPP 070A-042

Location: I-70B East of 3<sup>rd</sup> Street

Date: 5/27/2025

Dear City of Grand Junction:

The Colorado Department of Transportation offers you the following amount as fair market value compensation for your property. The amount offered was determined in accordance with applicable Federal and State laws and requirements.

1. Land ..... \$ 11,081.50
2. Permanent & Slope Easements ..... \$ n/a
3. Temporary Easements ..... \$ n/a
4. Improvements ..... \$ 72.50
5. Damages ..... \$ n/a
6. Less Benefits (credit) ..... \$ n/a
7. TOTAL ..... \$ 11,160.00 rounded

We based our determination on the following information:

- a. Identification of the real property to be acquired: parcel RW-41
- b. Type of interest being acquired: Fee simple right of way
- c. Identification of all improvements, including fixtures, to be acquired: One Barberry bush
- d. Identification of real property improvements, including fixtures, to be acquired which are not owned by the landowner: n/a

Sincerely,

Douglas Killerud  
Real Estate Specialist Region 3

Attachment

cc: Project Development Branch (ROW Services)  
Region ROW

CDOT Form #240  
10/08

Previous editions are obsolete and may not be used



RESOLUTION NO. \_\_-25

A RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT/NEAR 300 S. 4<sup>TH</sup> STREET ADJACENT TO WHITMAN PARK, GRAND JUNCTION, COLORADO, TO THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

The State of Colorado has offered to purchase 599 square feet (0.014 acre) square feet of City property ("Property") at/near 300 S. 4th Street adjacent to Whitman Park for completion of its Ute and Pitkin Avenues improvement project. The Property is encumbered by 5th Street. Grass and bushes, but not trees, near the corner of the Property will be impacted.

The City Staff has considered the offer and has determined in the totality of the circumstances that the sale of the Property is reasonable and proper. The legal boundary of Whitman Park includes the Property; however, because the Property has not served for many years, and even absent the sale will not serve a functional park use or purpose, the City Attorney has opined that the sale may lawfully occur without referring a question to the voters as provided in Article VI, Paragraph 48 of the City Charter.

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

1. The foregoing Recitals are incorporated herein and in consideration of the same and as determined by the Council and as evidenced by this Resolution, the City Council hereby authorizes the sale of 599 square feet (0.014 acre) of property (Property) described in the attached Memorandum of Agreement (Agreement) on the terms and in accordance with the Agreement.
2. All actions heretofore taken by the officers, employees and agents of the City relating to the sale of the Property as provided in this Resolution and the Agreement are hereby ratified, approved, and confirmed as the action of the City Council.
3. That the officers, employees, and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the Agreement,



including, without limitation, as may be necessary or desirable to effect the sale of the Property as described in the Agreement.

PASSED and ADOPTED this 18th day of June 2025.

---

Cody Kennedy  
President of the City Council

ATTEST:

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Selestina Sandoval  
City Clerk

DRAFT





## Grand Junction City Council

### Regular Session

Item #4.b.

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**Meeting Date:** June 18, 2025  
**Presented By:** Thomas Lloyd, Senior Planner  
**Department:** Community Development  
**Submitted By:** Thomas Lloyd, Senior Planner

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### **Information**

#### **SUBJECT:**

A Resolution Vacating Drainage, Landscape, and Utility Easements on a 17.54-Acre Parcel Located at 2980 Highway 50

#### **RECOMMENDATION:**

The Planning Commission heard this request at the June 10 meeting and voted unanimously to recommend conditional approval of the request.

#### **EXECUTIVE SUMMARY:**

The applicant, Grand West Holdings #1, LLC is requesting to vacate drainage, landscape, and utility easements on a 17.54-acre parcel located at 2980 Highway 50 including all of the following: Drainage, Utility & Landscape Easement shown on the plat of Orchard Mesa Properties-Phase I, Reception Number 1264371, all of the Drainage Utility & Landscape Easements on Lot 2 of Orchard Mesa Properties Phase II, and all of the Drainage, Utility & Landscape Easement shown on Lot 1 of the plat of Orchard Mesa Properties Phase 3, Reception Number 1952685. The applicant is requesting the full vacation of these easements to develop an RV park and campground on the site.

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

##### **BACKGROUND**

The subject vacation area of the easements are shown as the Drainage, Utility & Landscape Easement shown on the plat of Orchard Mesa Properties-Phase I, Reception Number 1264371, all of the Drainage Utility & Landscape Easements on Lot 2 of Orchard Mesa Properties Phase II, and all of the Drainage, Utility & Landscape Easement shown on Lot 1 of the plat of Orchard Mesa Properties Phase 3, Reception Number 1952685.

The easements to be vacated were dedicated in 1981 as part of the Orchard Mesa



Properties—Phase One Subdivision, 1997 as part of the Orchard Mesa Properties Phase 2 Subdivision, and 2000 as part of the Orchard Mesa Properties Phase 3 Subdivision. The easements to be vacated range from 7.5 feet in some areas to 15 feet.

The applicant is requesting the easements to be vacated in anticipation of developing an RV park and campground on the site. The applicant would like to vacate the drainage, utility, and landscaping easements for multiple reasons. First, they will be vacating the drainage, utility, and landscaping easements on the periphery of the property because they will be dedicating a multipurpose easement in its place. Second, they are requesting to vacate the drainage, utility, and landscaping easement that bisects the property so they don't have to build around the easement for their campground design. The Simple Subdivision and Major Site Plan are running concurrently with this vacation request.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting is required for a vacation of an easement request pursuant to Section 21.02.030(c) of the Zoning and Development Code. A Neighborhood Meeting was held virtually on May 21st at 5:30 pm. City Staff and the applicant's representatives were in attendance. No members of the public attended..

Notice was completed consistent with the provisions in Section 21.02.30(g) of the Zoning and Development Code. The subject property has been posted with an application sign. Mailed notice of the public hearings before the Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 30, 2025. The notice of this public hearing was published May 31, 2025, in the Grand Junction Daily Sentinel.

### **ANALYSIS**

The criteria for review are set forth in Section 21.02.050(p). The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements.

A. The vacation is in conformance with the Comprehensive Plan, Grand Junction Circulation Plan, and other adopted plans and policies of the City; The request to vacate the above-referenced drainage, utility, and landscaping easements does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan, or the other adopted plans and policies of the City. Vacationing these easements will have no impact on public facilities or services provided to the general public, as demonstrated by no objection to the request by the public utility beneficiaries of the referenced easements.

Further, the applicant requests the vacation to facilitate future development of the site. Since the easements run through a large portion of the property, removing the easements maximizes the amount of land that can be used for future commercial development. As a Mixed-Use Light Commercial zoned property, there are a wide variety of uses that could develop on this property. The vacation request is consistent with the following goals and policies of the comprehensive plan:



- Plan Principle 2.1.a – Economic Diversity: Support the further diversification of the economy that is prepared to anticipate, innovate, and proactively respond to cyclical economic fluctuations and evolution.
- Plan Principle 2.4.b – Outdoor Recreation Tourism: Leverage Grand Junction’s location for outdoor recreation opportunities.
- Plan Principle 3.2 – Underutilized Properties: Support the use of creative strategies to revitalize vacant or underutilized properties.

Therefore, staff has found the request consistent with the Comprehensive Plan, Grand Junction Circulation Plan, and other adopted plans and policies of the City and therefore, this criterion has been met.

B. No parcel shall be landlocked as a result of the vacation;

The existing drainage, utility and landscaping easements to be vacated are not needed to provide access to the subject or any property. Utility easements are generally established to provide space for underground utilities and the maintenance of utilities. Therefore, staff has found that this criterion has been met.

C. Access to any parcel shall not be restricted to the point that access is unreasonable, economically prohibitive, and/or reduces or devalues any property affected by the proposed vacation;

This vacation request does not impact access to any parcel and as such, staff finds this criterion has been met.

D. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services); and The existing drainage, utility, and landscaping easements to be vacated were granted to public utilities in 1981 as part of the Orchard Mesa Properties – Phase One Subdivision, in 1997 as part of the Orchard Mesa Properties Phase 2 Subdivision, and in 2000 as part of the Orchard Mesa Properties Phase 3 Subdivision. The easements have no utilities present in them. City Development Engineering, City Utilities, Ute Water, Xcel Energy, and Orchard Mesa Irrigation District have no objection to the proposed vacation. Vacation of the easements will clean up an unnecessary encumbrance on the property that is not needed by public utilities. Services to the existing and future properties by utilities will be accomplished by MPEs along street frontages and the City Right of Way. There is no longer any need for these utility easements. Staff finds that this criterion has been met.

E. The provision of adequate public facilities and services to any property as required in GJMC 21.05.020 shall not be inhibited by the proposed vacation.

The proposed public utility easement vacation will not impact public facilities or services because there are no public facilities or services located in the utility easements to be vacated. Future services on the property are proposed to be located in the area where a new multipurpose easement shall be granted on the future plat. Staff has found that



this criterion has been met.

### **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Grand West Easement Vacation, VAC-2024-548, located on a 17.54-acre parcel located at 2980 Highway 50 including all of the following: Drainage, Utility & Landscape Easement shown on the plat of Orchard Mesa Properties-Phase I, Reception Number 1264371, all of the Drainage Utility & Landscape Easements on Lot 2 of Orchard Mesa Properties Phase II, and all of the Drainage, Utility & Landscape Easement shown on Lot 1 of the plat of Orchard Mesa Properties Phase 3, Reception Number 1952685, the following findings of fact have been made with the recommended conditions of approval:

The request with the following conditions conforms with Section 21.020.050(p) of the Zoning and Development Code.

Therefore, Staff and the Planning Commission recommended the approval of the requested vacation with the following conditions:

1. The applicant shall pay all recording/documentary fees for the Vacation Resolution, any easement documents, and/or dedication documents.
2. The vacation shall not be effective until the Simple Subdivision, File #SSU-2024-509, is recorded.
3. The vacation resolution shall be void if the above conditions have not been met within two years of the City Council's approval of the vacation.

### **FISCAL IMPACT:**

There is no direct fiscal impact associated with this request.

### **SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 29-25, a resolution vacating drainage, landscape, and utility easements on a 17.54-Acre Parcel Located at 2980 Highway 50.

### **Attachments**

1. Development Application
2. Site Map
3. Legal Description and Exhibit
4. Easements to be Vacated
5. Planning Commission Minutes - 2025 - June 10 - DRAFT
6. RES-KIA Vacation 20250611



## Development Application

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

Petition For: Vacation - Easement

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

Existing Land Use Designation: \_\_\_\_\_

Existing Zoning: \_\_\_\_\_

Proposed Land Use Designation: \_\_\_\_\_

Proposed Zoning: \_\_\_\_\_

### Property Information

Site Location: 2980 HIGHWAY 50 Grand Junction, CO 81503

Site Acreage: \_\_\_\_\_

Site Tax No(s): 2943-324-11-007

Site Zoning: MU-2

Project Description: Vacation of public utility easements

### Property Owner Information

Name: GRAND WEST HOLDINGS #1

Street Address: 8376 N Via Ln

City/State/Zip: Scottsdale, AZ 85258

Business Phone #: 719-491-4687

E-Mail: davesolon@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Dave Solon

Contact Phone #: \_\_\_\_\_

### Applicant Information

Name: GRAND WEST HOLDINGS #1

Street Address: 8376 N Via Ln

City/State/Zip: Scottsdale, AZ 85258

Business Phone #: 719-491-4687

E-Mail: davesolon@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Dave Solon

Contact Phone #: \_\_\_\_\_

### Representative Information

Name: Mesa Planning

Street Address: 405 25 Rd.

City/State/Zip: Grand Junction, CO

Business Phone #: 970-316-1596

E-Mail: ty@mesaplanning.com

Fax #: \_\_\_\_\_

Contact Person: Ty Johnson

Contact Phone #: 970-316-1596

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

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

Signature of Person Completing the Application: Ty Johnson

Date: 08/15/2024

Signature of Legal Property Owner: Dave Solon

Date: 08/15/24



OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) GRAND WEST HOLDINGS #1 LLC ("Entity") is the owner of the following property:

(b) 2980 HIGHWAY 50 Grand Junction, CO 81503

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

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

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

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

☒ The Entity is the sole owner of the property.

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

On behalf of Entity, I have reviewed the application for the (d) Easement Vacation

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

(e) None

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

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

Signature of Entity representative: David Solon

Printed name of person signing: David Solon

State of AZ

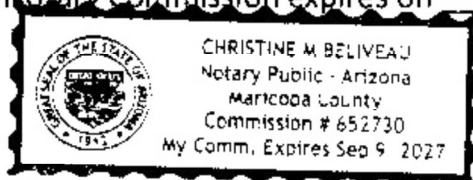
County of Maricopa ) ss.

Subscribed and sworn to before me on this 16 day of August, 2024

by David Solon

Witness my hand and seal.

My Notary Commission expires on 9.9.2027



[Signature]  
Notary Public Signature



**Special Warranty Deed**  
(Pursuant to 38-30-115 C.R.S.)

<b>State Documentary Fee</b> <b>Date: March 29, 2016</b> <b>\$ 387.50</b>
---

**THIS DEED, made on March 29, 2016 by JUNCTION KIA, LLC, A COLORADO LIMITED LIABILITY COMPANY AND CAROL JANICE FRIEDLANDER AND CYNTHIA GAIL KRISTENSEN** Grantor(s), of the State of **COLORADO** for the consideration of **(\$3,875,000.00) \*\*\* Three Million Eight Hundred Seventy Five Thousand and 00/100 \*\*\*** dollars in hand paid, hereby sells and conveys to **GRAND WEST HOLDINGS #1 LLC, A COLORADO LIMITED LIABILITY COMPANY** Grantee(s), whose street address is **712 COUNT POURTALES DRIVE COLORADO SPRINGS, CO 80906**, State of **COLORADO**, the following real property in the County of Mesa, and State of Colorado, to wit:

**LOT 1 IN ORCHARD MESA PROPERTIES PHASE 3, COUNTY OF MESA, STATE OF COLORADO.**

also known by street and number as: **2980 HIGHWAY 50 GRAND JUNCTION CO 81503**

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s) subject to covenants, easements, reservations, restrictions, and rights of way of record, if any, and taxes and assessments for the current and subsequent years.

**JUNCTION KIA, LLC, A COLORADO LIMITED LIABILITY COMPANY**

BY: **MATTHEW R. CRADDOCK, AUTHORIZED AGENT**

**CAROL JANICE FRIEDLANDER**

**CYNTHIA GAIL KRISTENSEN**

State of **COLORADO**

)  
) ss.

County of **EL PASO**

)

The foregoing instrument was acknowledged before me on this day of **March 29**, 2016 by **MATTHEW R. CRADDOCK AS AUTHORIZED AGENT OF JUNCTION KIA, LLC, A COLORADO LIMITED LIABILITY COMPANY.**

Witness my hand and official seal.

My commission expires

<b>DIXIE POWERS</b> <b>NOTARY PUBLIC</b> <b>STATE OF COLORADO</b> <b>NOTARY ID 19904011347</b> <b>MY COMMISSION EXPIRES 09/11/2018</b>
--

*Dixie Powers*  
\_\_\_\_\_  
Notary Public

When Recorded Return to: **GRAND WEST HOLDINGS #1 LLC, A COLORADO LIMITED LIABILITY COMPANY**  
**712 COUNT POURTALES DRIVE COLORADO SPRINGS, CO 80906**



ACKNOWLEDGEMENT TO SPECIAL WARRANTY DEED


ADDRESS: 2980 HIGHWAY 50 GRAND JUNCTION CO 81503

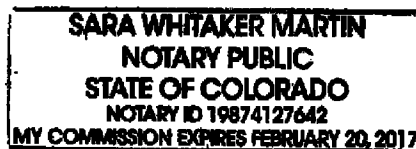
State of COLORADO

County of DOUGLAS

)  
)ss  
)

The foregoing instrument was acknowledged before me on this day of March 29, 2016 by CAROL JANICE FRIEDLANDER AND CYNTHIA GAIL KRISTENSEN.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 2/20/2017





## STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity<sup>1</sup> named  
Grand West Holdings #1 LLC  
 and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172 C.R.S.
2. The type of entity is a:  
☐ trust  
☐ nonprofit corporation  
☒ limited liability company  
☐ general partnership  
☐ limited partnership  
☐ registered limited liability partnership  
☐ registered limited liability limited partnership  
☐ limited partnership association  
☐ government or governmental subdivision or agency  
☐ corporation
3. The entity is formed under the laws of Colorado
4. The mailing address for the entity is 8376 N Via Linda, Scottsdale, AZ 85258
5. The ☒ name ☐ position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is  
David Solon
6. The authority of the foregoing person (s) to bind the entity is ☒ not limited ☐ limited  
 as follows: \_\_\_\_\_
7. Other matters concerning the manner in which the entity deals with interests in real property:  
 \_\_\_\_\_

Executed this 19<sup>th</sup> of July, 2024 David Solon  
 Signature

Signature

Arizona  
 STATE OF COLORADO  
 COUNTY OF Maricopa } ss:

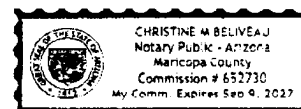
The foregoing instrument was acknowledged before me this 19 day of July 2024  
 by David Solon

Witness my hand and official seal.

My commission expires: 9.9.2027

Notary Public

<sup>1</sup>This form should not be used unless the entity is capable of holding title to real property  
<sup>2</sup>The absence of any limitation shall be prima facie evidence that no such limitation exists  
<sup>3</sup>The statement of authority must be recorded to obtain the benefits of the statute





**Project:** Grand West Easement Vacation

**Address:** 2980 HWY 50

**City Project Number:** TBD

**Representative:** Mesa Planning

**Date:** August 21, 2024

## **General Project Report**

### **Project Description**

The subject property is approximately 17.25 acres in size and is located at 2980 HWY 50. The property currently has the Kia car dealership on the west side and a proposed RV Park on the eastern side. There is also currently a simple subdivision application under review with the City to split the lot into two lots.

This application is submitted to request that the City Vacate all of the “Public Utilities” Easements on Lot 1 of Orchard Mesa Properties Phase 3, Reception Number 1952685. These easements include the “Public Utilities” easements shown on the plat of Orchard Mesa Properties Phase I (Reception Number 1264371), and those Shown on the plat of Orchard Mesa Properties Phase 3, (Reception Number 1952685). We also request the City vacate all of the “Public Utilities” easements on the plat of Orchard Mesa Properties Phase II (1813744), that fall within the boundary of the current property (Lot 1 of Orchard Mesa Properties Phase 3).

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

#### **Adopted Plans and/or Policies**

The subject property is designated as a commercial in the future land use map of the comprehensive plan. The commercial land use designation is intended for concentrated areas of retail, services, and employment that support both City residents and those in the surrounding region. The proposed development is supported by the following goals and objectives of the Comp Plan:

Plan Principle 2: Resilient and Diverse Economy

Policy 1. Foster a vibrant, diverse, and resilient economy

Policy 1-A: Economic Diversity Support the further diversification of the economy that is prepared to anticipate, innovate, and proactively respond to cyclical economic fluctuation and evolution.

Policy 1-B: Employment Base Continue to collaborate with local and regional partners to



expand the community's economic base and primary job creation by focusing on retention, expansion, incubation, and recruitment efforts that create jobs and import income or dollars to the community, particularly businesses in targeted industries.

Policy 1-G: Sales and Tax Revenue Partner in supporting programs that encourage residents to spend retail dollars locally before looking elsewhere for goods and services. Emphasize the retention and recruitment of retailers or development projects that have a positive impact on sales tax generation, specifically focused on increasing retail sales inflow and reducing retail sales leakage.

Policy 3. Promote Business Growth for a Diverse and Stable Economic Base.

Policy 3-E. Business Retention and Attraction. Support economic development partners to encourage the retention and expansion of existing businesses and industries and the establishment of new businesses in industries that support City initiatives, especially those that offer a livable wage.

Policy 3-F. Barriers. Continue to identify and pursue ways to reduce barriers to entry for new businesses.

Plan Principle 3: Responsible and Managed Growth

Limited Supply of Land: The timing and location of development in Grand Junction today are influenced by several interconnected factors, including available land, infrastructure, and services as well as the Persigo Agreement and market demand. While there is no lack of vacant land to accommodate new growth within the City's Urban Development Boundary, there is a lack of land with the existing urban infrastructure required by the City. Balancing the need for investments in new infrastructure to support greenfield development with the need for improvements to existing infrastructure in established areas of the city to support infill and redevelopment is an ongoing challenge.

Plan Principle 3: Responsible and Managed Growth

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

### **Zoning & Surrounding Land Use**

The subject property is adjacent to single-family residential to the north and south, commercial to the west, and agricultural/open space to the east.

### **Availability of Utilities and Unusual Demands**

All required and necessary utilities shall be provided concurrent with development of the subject property. Utility providers for the development have the capacity and willingness to serve the development. Utility providers for the site are as follows:

- Sanitary Sewer: City of Grand Junction
- Water: Ute Water
- Storm Sewer: City of Grand Junction
- Gas: Xcel



## Approval Criteria

Section 21.02.050(o)(2)(iii)(B) states that the Planning Commission shall recommend to and the City Council shall decide on all other request in light of the following criteria:

- a. The vacation is in conformance with the Comprehensive Plan, Grand Junction Circulation Plan, and other adopted plans and policies of the City;

**Response:** The requested vacation is in conformance with the Comp Plan, Grand Junction Circulation Plan, and other adopted plans and policies. Vacating this easement allows the applicant to clean up the property so that they don't inhibit future development. Additionally, the property currently has a simple subdivision application under review which will create multi-purpose easements dedicated to the City that will be located in preferable locations along street frontages.

- b. No parcel shall be landlocked as a result of the vacation;

**Response:** No parcel will be landlocked if this vacation is approved.

- c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

**Response:** This vacation, if approved, will not result in access to any parcel being restricted to the point where access is unreasonable, economically prohibitive, or devaluing of any property.

- d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced, including, but not limited to, police and fire protection and utility services;

**Response:** This vacation, if approved, will not result in adverse impacts on health, safety, or welfare. Vacation of this easement will clean up the property and ensure services to existing and future properties will be located in MPEs along street frontages.

- e. The provision of adequate public facilities and services to any property as required in GJMC 21.05.020 shall not be inhibited by the proposed vacation; and

**Response:** Public facilities and services are in place to serve this property. The proposed RV Park will extend a fire water line in 30 Rd. which will ensure adequate fire protection coverage is provided for the entire subject parcel.

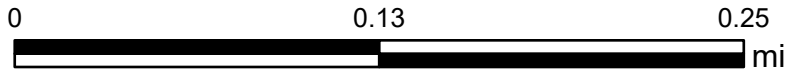
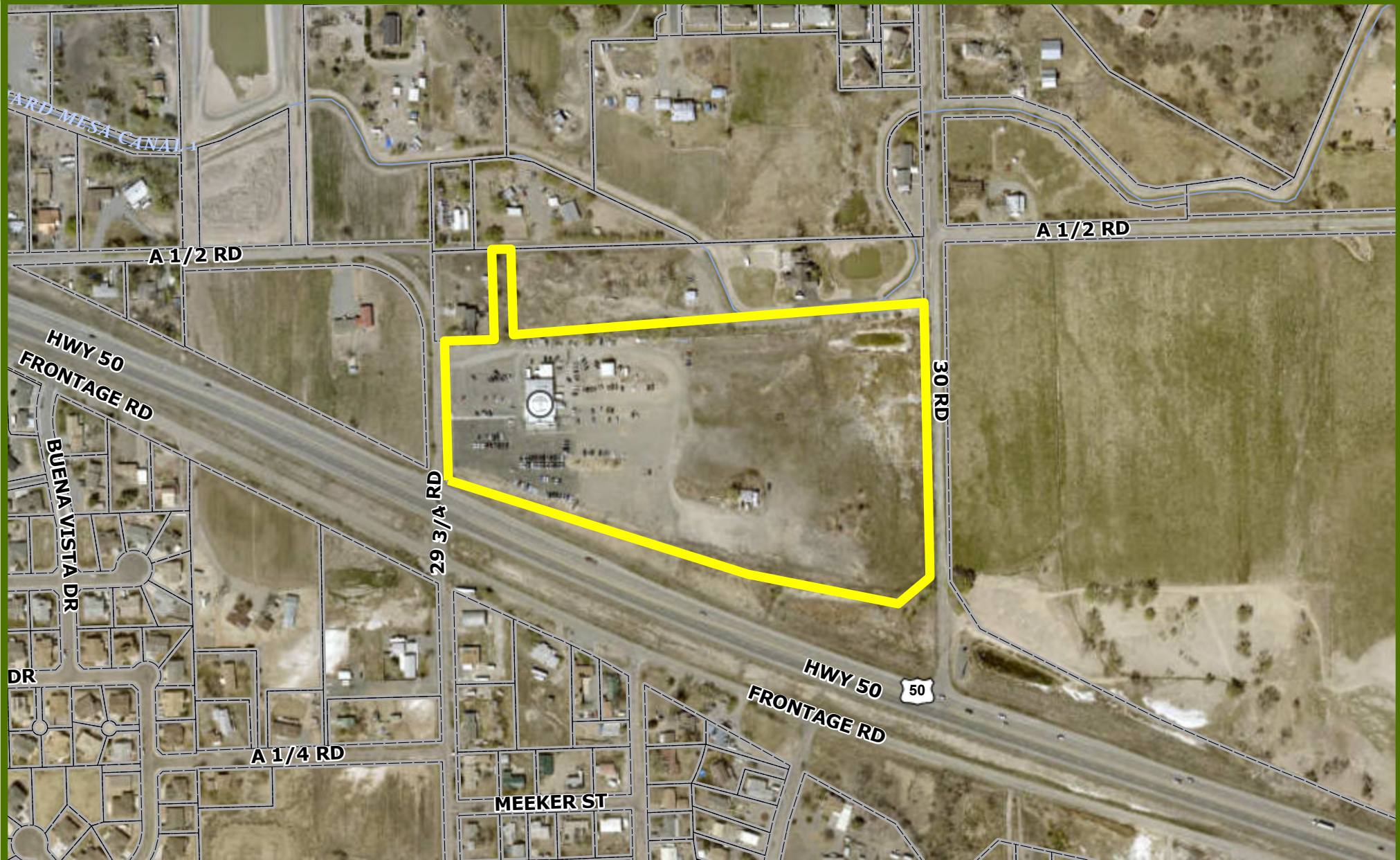


- f. The proposal shall not hinder public and City functions.

**Response:** Vacation of this easement, if approved, will not hinder any public or City functions.



# Site Map



Printed: 5/9/2025  
1 inch equals 0 miles  
Scale: 1:4,172  
Packet Page 164



# Exhibit A

## Easement Vacation Description Drainage, Utility & Landscape Easements

All of the Drainage, Utility & Landscape Easement shown on the plat of Orchard Mesa Properties-Phase I, Reception Number 1264371.

TOGETHER WITH;

All of the 15 Drainage Utility & Landscape Easements on Lot 1 of Orchard Mesa Properties Phase II, Reception Number 1813744.

Also Together with that portion of the Drainage Utility & Landscape Easements shown on Lot 2 of Orchard Mesa Properties Phase II, Reception Number 1813744 more particularly described below;

Commencing at the Center East 1/16 corner of Section 32, whence the East 1/4 corner of Section 32, Township 1 South Range 1 East bears N89°48'47"E, with all bearings being relative thereto; thence N89°48'47"E a distance of 205.86 feet; thence S00°07'04"E a distance of 220.78 feet, to the Point of Beginning:

1. Thence S00°07'04"E a distance of 3.76 feet, to the southwest corner of Lot 2 of Orchard Mesa Properties Phase 3 subdivision, Reception Number 1952685;
2. Along the southerly line of said Lot 2 N87°01'05"E a distance of 75.27 feet;
3. Leaving said southerly line, N89°53'06"E a distance of 231.74 feet;
4. S71°05'45"E a distance of 812.14 feet, to the westerly right-of-way or 30 Road, Reception Number 1813744;
5. Along said westerly right-of-way, S00°14'15"W a distance of 15.83 feet;
6. Leaving said westerly right-of-way N71°05'45"W a distance of 814.70 feet;
7. S89°53'06"W a distance of 354.40 feet;
8. N00°06'54"W a distance of 15.00 feet;
9. N89°53'06"E a distance of 50.00 feet to the Point of Beginning;

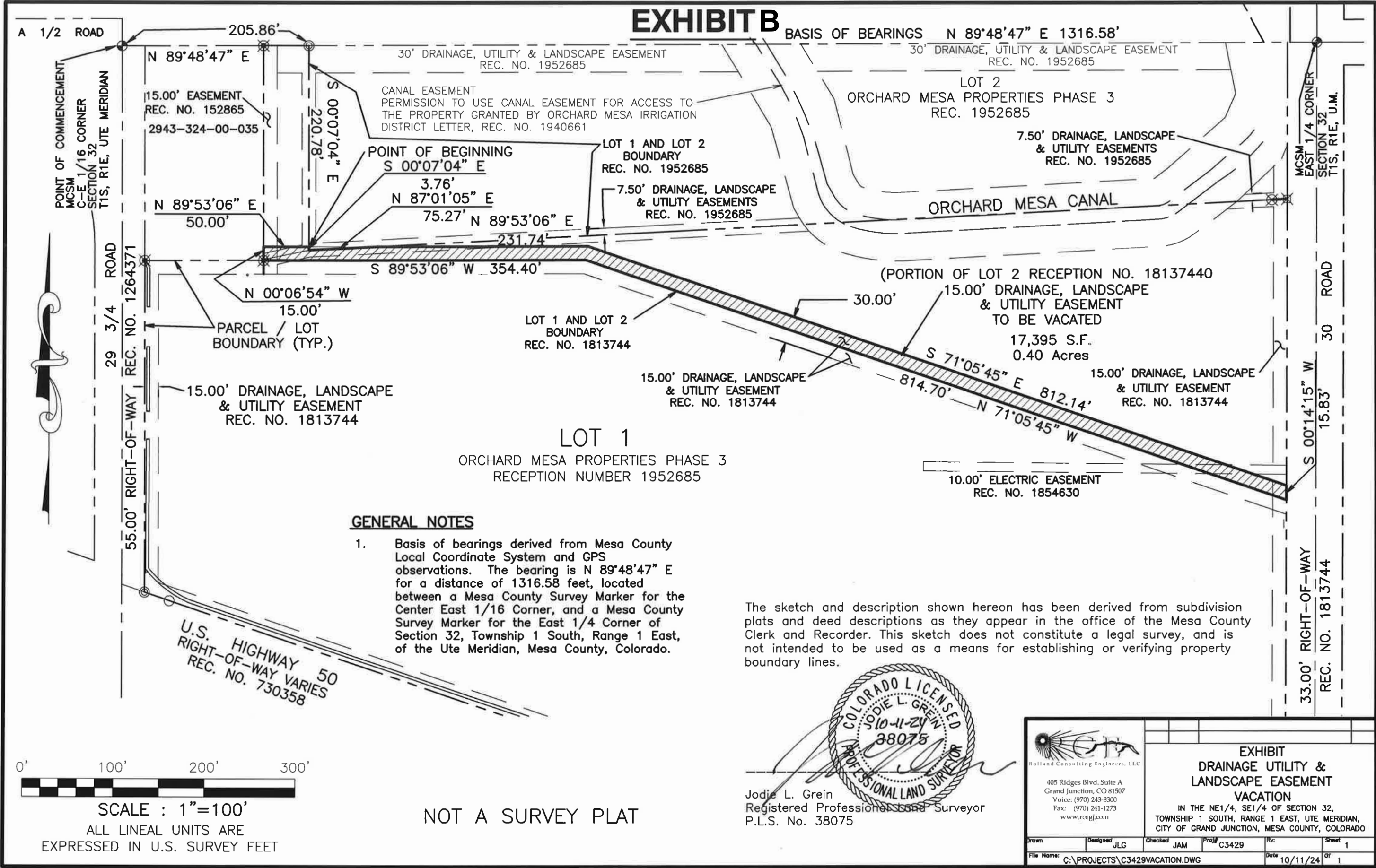
Containing Approximately 0.40 Acres.

ALSO TOGETHER WITH;

All of the Drainage, Utility & Landscape Easement shown Lot 1 of the plat of Orchard Mesa Properties Phase 3, Reception Number 1952685



“Easement Vacation Exhibit, 1/7/2025, for accommodations reviewing this document please contact City of Grand Junction, Community Development Department, 970-244-1430.”





RN: 1264371

NE 1/4 SE 1/4  
Section 32, T1S, R1E,  
11M

NE 1/4 SE 1/4  
Section 32, T1S, R1E,  
11M

East 1/4 Corner  
Section 32, T1S, R1E,  
111N

N 89° 52' 00" E  
BASIS OF BEARING  
North Line of NE 1/4 SE 1/4 of Section 32

**DEDICATION**

That the undersigned are the owners of that real property located in the NE 1/4 SE 1/4 of Section 22, Township 1 South Range 1 East of the Ute Meridian in Mesa County, Colorado, and being more specifically described as follows:

That the said owner has caused the said pool to be laid out and surveyed as indicated herein by Richard Neas Properties-Phase C a subdivision of a part of the County of Nevas, State of Colorado.

That all estimates for installation of utilities or other equipment to be shown on the rendering are based on the use of the 1995 National Electrical Code and the 1995 National Mechanical Code and that all estimates for the use of the 1995 National Electrical Code and the 1995 National Mechanical Code are based on the accuracy of the estimates. The accompanying plan is a preliminary estimate for the installation of the following equipment, including, but not limited to, electric lines, gas lines, telephone lines, together with the right to the installation and service of the same, and the right to the installation and service of the same, and the right to the installation and service of the same. Said estimates shall be utilized in a reasonable and prudent manner. Utility estimates are dedicated to the public utility.

In witness whereof, said donors, Gene L. Forman, \_\_\_\_\_ and Marion E. Williams have caused their names to be  
 hereto subscribed this 16 day of July, A.D., 1944.

Wendell  
Gene L. Kempf }  
STATE OF CALIFORNIA } SS

Marion G. Webb  
Marion E. Williams

County of MECKLENBURG )  
 The foregoing statements were acknowledged before me this 16 day of July, A.D. 1961 by James L. Forney  
 and Arthur L. Williams  
 My commission expires: October 16, 1962 Witness my hand and official seal Lincoln County, Oregon  
 \_\_\_\_\_  
 Notary Public

OWNER AND RECORDS'S CERTIFICATE  
 STATE OF COLORADO  
 COUNTY OF NEVADA } ss  
 RECEPTION No. 1264371  
 1110

of July A.D., 1981 and is also recorded in Plot Book 12, page 442a.  
Carl Johnson Ten 10<sup>th</sup> by Theresa Rudin  
 Clerk and Secretary Deputy

APPROVED this 20th day of July, A.D., 1931 County Planning Commission of the County of Nova,  
State of Colorado.

by *W. S. McPherson*

BOARD OF COUNTY COMMISSIONER'S CERTIFICATE

Approved this 21<sup>st</sup> day of January, A.D., 1981. Board of County Commissioner's of the County of Mesa,  
State of California.

STATE OF TEXAS,  
COUNTY OF DALLAS.

I, Henry H. Lister, a Registered Land Surveyor in the State of Colorado, do hereby certify that this subdivision plat was prepared from a plat of survey on this property by William [illegible] filed on the 27th day of 1906.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1906.

*Henry H. Lister*  
DALLAS

By me and that this subdivision plot was prepared in May, 1961.

14813  
MAY 19 1961  
FBI - WASHINGTON

By *[Signature]*  
Wayne H. Lister, P.E., U.S. 000113


 Mr. Thomas A. Gopalakrishnan  
 Utilities Coordinating Committee Chairman  
 dated 15.1.14

1

ORCHARD MESA PROPE  
PHASE I

**W. H. LIZER & ASSOCIATES**  
ENGINEERING & SURVEYING  
576 25 ROAD UNIT ONE, 241-112  
GRAND JUNCTION, COLORADO

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ckSearchSelection=#

<https://landmark.mesacounty.us/LandmarkWeb/search/index?theme=.blue&section=searchCriteria&InstrumentNumber=&quickSearchSelection=#>



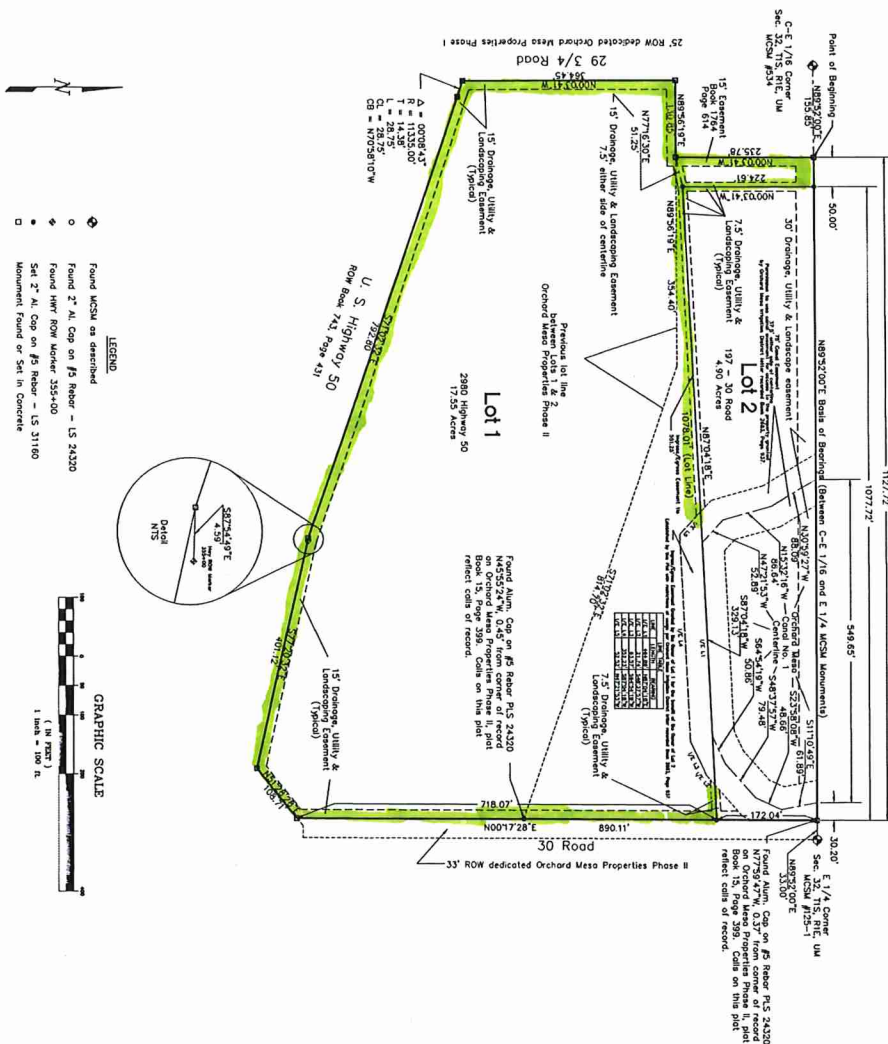
[illegible]



LN: 1952685

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II



**NOTICE:** According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect; in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

### BASIS OF BEARING:

The bearing between the found C-E 1/16 corner Sec. 32 T1S, R1E, U1M, MCSM #507 and the E 1/4 corner Sec. 32 T1S, R1E, U1M MCSM #125-1 is N89°52'00"E as shown on the plat of Orchard Mesa Properties Phase II, Book 15, Page 399, Mesa County Clerk and Recorder's records.

**SURVEYOR'S STATEMENT**

I, Robert A. Larson, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that this plat was prepared from survey performed by me or under my direct supervision and is correct to the best of my knowledge and information.

4-13--00  
Date

The seal is circular with "ROBERT A. LARSON" around the top edge and "REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1678 STATE OF COLORADO" around the bottom edge. In the center is a smaller circle containing the number "1678".

Robert A. Larson      31160      31160

**Merritt LS, LLC**  
2004 N. 12th St., Ft. Grand Ave., CO 81601  
PHONE (970) 258-7385 FAX (970) 243-8515

**ORCHARD  
MESA PROPERTIES  
PHASE 3**

*A repud of Lots 1 & 2 of Orchard Mesa Properties Phase 1  
In the NE 1/4 SE 1/4 Sec. 28, T. 1 S., R. 1 E., U. M.  
Meas. County, Colorado*

[illegible][illegible]

STATE OF COLORADO }  
 COUNTY OF WYCO }  
 ss. Owen H. Johnson }  
 Clerk of Court }  
 do hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears from the records of said Court.

Witness my hand and official seal  
 this 14th day of May, A.D. 1900

Owen H. Johnson  
 Clerk of Court

My commission expires 1st day of Dec 2

2000  
 170000  
 170000

[illegible][illegible]

STATE OF COLORADO }  
COUNTY OF WYCA } 33

I hereby certify that this instrument was filed in my office  
at 03:41 o'clock PM, this 16<sup>th</sup> day of State, A.D. 2000  
and is duly recorded in Book No. 17 of Page 332  
Reception No. 1952685 Dated the 11th of 11 1905  
Walter Todd Ernie Stada \$0.00  
Clerk and Recorder (Signed) 1905



**GRAND JUNCTION PLANNING COMMISSION**  
**June 10, 2025, 5:30 PM**  
**MINUTES**

The meeting of the Planning Commission was called to order at 5:30 p.m. by Vice Chairman Quintero.

Those present were Planning Commissioners; Andrew Teske, Shanon Secrest, Sandra Weckerly, Orin Zyvan, Ian Moore, and Ian Thomas.

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

There were 2 members of the public in attendance, and 0 virtually.

**CONSENT AGENDA**

---

**1. Approval of Minutes**

---

Minutes of Previous Meeting(s) from May 27, 2025.

**2. Grand West Utility Easement Vacation**

---

Consider a request to vacate drainage, landscape, and utility easements on a 17.54-acre parcel located at 2980 Highway 50 including all of the following: Drainage, Utility & Landscape Easement shown on the plat of Orchard Mesa Properties-Phase I, Reception Number 1264371, all of the Drainage Utility & Landscape Easements on Lot 2 of Orchard Mesa Properties Phase II, and all of the Drainage, Utility & Landscape Easement shown on Lot 1 of the plat of Orchard Mesa Properties Phase 3, Reception Number 1952685.

Commissioner Teske recused himself from voting on the Consent Agenda.

*Commissioner Moore moved to approve the Consent Agenda.*

*Commissioner Weckerly seconded; motion passed 6-0.*

**REGULAR AGENDA**

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**1. Zoning Code Amendment - Household Size, Occupancy, & Group Living      **ZCA-2025-307****

---

Consider an Ordinance Amending Sections Of The Zoning And Development Code (Title 21 Of The Grand Junction Municipal Code) Regarding Definitions And Regulations Related To Household Size, Occupancy Limits, And Group Living Facilities.

**Staff Presentation**

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



## **Questions for Staff**

Commissioner Weckerly asked for clarification on if the group living moratorium was for the code language or the use in general. She asked about amendments to the Residential Attached and Multifamily Design Standards (21.05.050). She asked how Group Living facilities were addressed under current code and what enforcement action is taken.

Commissioner Secrest asked Jamie Beard about the legal implications of approving this ordinance and questioned whether the occupancy changes aligned with the City's goals.

Commissioner Zyvan asked about the timeline for the Group Living moratorium.

Commissioner Moore speculated on compliance with occupancy standards and group living if the moratorium were to be lifted.

Vice Chair Quintero asked how other municipalities were handling HB-24-1007.

## **Public Hearing**

*The public comment period was opened at 5:00 p.m. on Tuesday, June 3, 2025, via [www.GJSpeaks.org](http://www.GJSpeaks.org).*

*Lincoln Folkers with the Ark of Mesa County spoke in opposition of the moratorium on Group Living.*

*Cody Kennedy spoke in opposition of the moratorium on Group Living.*

*The public comment period was closed at 6:14 p.m. on June 10, 2025.*

Niki Galehouse clarified the intent of the proposed moratorium on Group Living.

Commissioner Weckerly asked if the moratorium made it easier to open a Group Home. She noted that the moratorium pertained to the zoning code text about group living and was not a moratorium on the use itself.

Commissioner Moore asked what impact the moratorium might have on existing and future group living facilities.

Commissioner Zyvan asked how the text changes affected the implementation of Group Living as a use.

Commissioner Teske asked about the language in HB24-1007 regarding the current definition of family and its connection to occupancy and group living. He asked if there are any building/fire code provisions or health and safety standards that limited occupancy for a given space.

*The Public Hearing was closed at 6:22 p.m. on June 10, 2025.*



## **Discussion**

Discussion ensued about occupancy limits, the definition of family, and HB24-1007.

## **Motion and Vote**

Commissioner Moore 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-2024-702, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report.”

*Commissioner Thomas seconded; motion passed 6-1 with Commissioner Secrest dissenting.*

## **OTHER BUSINESS**

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Niki Galehouse noted that the Planning Commission Workshop on June 19 was cancelled for the holiday and there were no items for the hearing on June 24, so it was also cancelled. She encouraged watching the recording of the workshop from June 5. She indicated that there were a few upcoming vacancies for the commission.

## **ADJOURNMENT**

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Commissioner Weckerly moved to adjourn the meeting.

*The vote to adjourn was 7-0.*

The meeting adjourned at 6:53 p.m.



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO.**

**A RESOLUTION VACATING DRAINAGE, LANDSCAPING, AND UTILITY  
EASEMENTS ON A 17.54-ACRE PARCEL LOCATED AT 2980 HIGHWAY 50**

**RECITALS:**

Grand West Holdings LLC (Applicant) has applied for the vacation of drainage, landscaping, and utility easements burdening its property at 2980 Highway 50. If approved, the vacation will accommodate redevelopment of the property.

The utility easements were originally intended for the placement of public utilities. No public utilities are located in this easement. A multipurpose easement will be granted with the new subdivision plat. There will be no impact on any known public facilities and services if the Vacation is approved.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate the drainage, landscaping, and utility easements is consistent with the Comprehensive Plan and Section 21.02.050(p) of the Grand Junction Zoning & Development Code.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED DEDICATED DRAINAGE, LANDSCAPING, AND UTILITY EASEMENTS ARE HEREBY VACATED SUBJECT TO THREE CONDITIONS:

1. Applicant shall pay all recording/documentary fees for the Vacation Resolution, any easement documents, and/or dedication documents.
2. The vacation shall not be effective until the Simple Subdivision, File #SSU-2024-509, is recorded, if at all.
3. This Resolution shall be void if the foregoing conditions have not been met within two years of the City Council's approval of the Resolution.

All of the Drainage, Utility & Landscape Easement shown on the plat of Orchard Mesa Properties-Phase I, Reception Number 1264371.

TOGETHER WITH;

All of the 15 Drainage Utility & Landscape Easements on Lot 1 of Orchard Mesa Properties Phase II, Reception Number 1813744.



Also, Together with that portion of the Drainage Utility & Landscape Easements shown on Lot 2 of Orchard Mesa Properties Phase II, Reception Number 1813744 more particularly described below;

Commencing at the Center East 1/16 corner of Section 32, whence the East 1/4 corner of Section 32, Township 1 South Range 1 East bears N89°48'47"E, with all bearings being relative thereto; thence N89°48'47"E a distance of 205.86 feet; thence S00°07'04"E a distance of 220.78 feet, to the Point of Beginning:

1. Thence S00°07'04"E a distance of 3.76 feet, to the southwest corner of Lot 2 of Orchard Mesa Properties Phase 3 subdivision, Reception Number 1952685;
2. Along the southerly line of said Lot 2 N87°01'05"E a distance of 75.27 feet;
3. Leaving said southerly line, N89°53'06"E a distance of 231.74 feet;
4. S71°05'45"E a distance of 812.14 feet, to the westerly right-of-way or 30 Road, Reception Number 1813744;
5. Along said westerly right-of-way, S00°14'15"W a distance of 15.83 feet;
6. Leaving said westerly right-of-way N71°05'45"W a distance of 814.70 feet;
7. S89°53'06"W a distance of 354.40 feet;
8. N00°06'54"W a distance of 15.00 feet;
9. N89°53'06"E a distance of 50.00 feet to the Point of Beginning;

Comprising approximately 0.40 Acres.

ALSO, TOGETHER WITH;

All of the Drainage, Utility & Landscape Easement shown Lot 1 of the plat of Orchard Mesa Properties Phase 3, Reception Number 1952685

See Exhibit B.

The Conditions stated above shall be completed on or before the date two years from the date of adoption.

PASSED and ADOPTED this 18<sup>th</sup> day of June 2025.

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Cody Kennedy  
President of the City Council

ATTEST:

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Selestina Sandoval  
City Clerk



# Exhibit A

## Easement Vacation Description Drainage, Utility & Landscape Easements

All of the Drainage, Utility & Landscape Easement shown on the plat of Orchard Mesa Properties-Phase I, Reception Number 1264371.

TOGETHER WITH;

All of the 15 Drainage Utility & Landscape Easements on Lot 1 of Orchard Mesa Properties Phase II, Reception Number 1813744.

Also Together with that portion of the Drainage Utility & Landscape Easements shown on Lot 2 of Orchard Mesa Properties Phase II, Reception Number 1813744 more particularly described below;

Commencing at the Center East 1/16 corner of Section 32, whence the East 1/4 corner of Section 32, Township 1 South Range 1 East bears N89°48'47"E, with all bearings being relative thereto; thence N89°48'47"E a distance of 205.86 feet; thence S00°07'04"E a distance of 220.78 feet, to the Point of Beginning:

1. Thence S00°07'04"E a distance of 3.76 feet, to the southwest corner of Lot 2 of Orchard Mesa Properties Phase 3 subdivision, Reception Number 1952685;
2. Along the southerly line of said Lot 2 N87°01'05"E a distance of 75.27 feet;
3. Leaving said southerly line, N89°53'06"E a distance of 231.74 feet;
4. S71°05'45"E a distance of 812.14 feet, to the westerly right-of-way or 30 Road, Reception Number 1813744;
5. Along said westerly right-of-way, S00°14'15"W a distance of 15.83 feet;
6. Leaving said westerly right-of-way N71°05'45"W a distance of 814.70 feet;
7. S89°53'06"W a distance of 354.40 feet;
8. N00°06'54"W a distance of 15.00 feet;
9. N89°53'06"E a distance of 50.00 feet to the Point of Beginning;

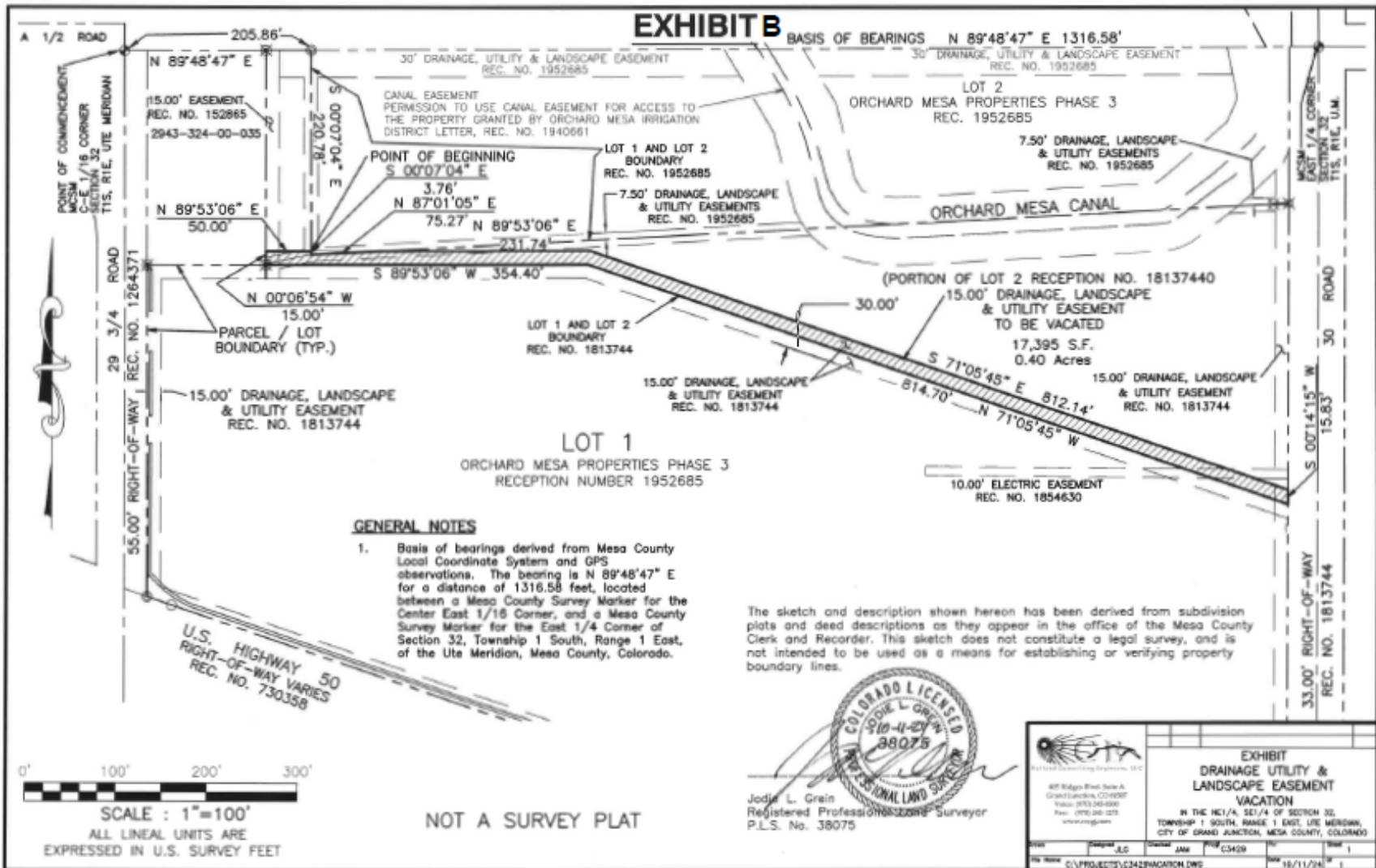
Containing Approximately 0.40 Acres.

ALSO TOGETHER WITH;

All of the Drainage, Utility & Landscape Easement shown Lot 1 of the plat of Orchard Mesa Properties Phase 3, Reception Number 1952685



"Easement Vacation Exhibit, 1/7/2025, for accommodations reviewing this document please contact City of Grand Junction, Community Development Department, 970-244-1430."







## Grand Junction City Council

### Regular Session

Item #4.c.

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**Meeting Date:** June 18, 2025  
**Presented By:** Trenton Prall, Engineering & Transportation Director  
**Department:** Engineering & Transportation  
**Submitted By:** Trent Prall, Engineering and Transportation Director

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### Information

#### **SUBJECT:**

A Resolution Authorizing the City Manager to Submit a Grant Application for the Safe Streets and Roads for All Grant Program

#### **RECOMMENDATION:**

Authorize the City Manager to submit an application in response to the United States Department of Transportation (USDOT) notice of funding opportunity for additional funding for North Ave Enhanced Transit Corridor Improvements and other safety-related program development, including a safety symposium, crash software licensing, roadway safety audits, and education, in accordance with the Mesa County Safety Action Plan.

#### **EXECUTIVE SUMMARY:**

The US Department of Transportation has opened applications for funding under the Safe Streets and Roads for All Grant Program. Mesa County Regional Transportation Planning Office (RTPO) received a grant in 2023 for the development of the Mesa County Safety Action Plan. City of Grand Junction adopted the Mesa County Safety Action Plan on November 20, 2024. Adoption of the Mesa County Safety Action Plan opened up additional SS4A Implementation funding, currently identified at \$1 billion/year through the Bipartisan Infrastructure Law (BIL). This application accesses implementation funding.

Applications are due June 26, 2025, and must include a comprehensive scope that addresses not only infrastructure but also other goals and parameters within the Mesa County Safety Access Plan. Additional infrastructure funds are requested to augment existing federal and state grant funds for the North Ave Enhanced Transit Corridor while non-infrastructure funds will fund a safety symposium, crash software licensing, roadway safety audits, and education.



## **BACKGROUND OR DETAILED INFORMATION:**

The Safe Streets and Roads for All Grant program (SS4A) is represented as a "once-in-a-generation funding opportunity" by the U.S. Department of Transportation (USDOT) as part of their Safe System Approach (SSA) to roadway safety. This approach incorporates Vision Zero, Towards Zero Deaths, Complete Streets, and other proven countermeasures in the effort to eliminate fatal and serious injuries for all roadway users.

This grant opportunity pledges a minimum of \$1 billion annually for fiscal years FY22-26 with at least 40 percent of the annual funding awarded for Action Plan Grants and supplemental action plan activities. The remaining balance of the annual funding will be available for Implementation Grants. Implementation Grants will not be awarded without a comprehensive safety action plan in place, and will not be awarded concurrently with action plan grants.

In 2022, the City signed a memorandum of agreement (MOA) formalizing a fiscal commitment between the City of Grand Junction, City of Fruita, Town of Palisade, and Mesa County to apply for the Safe Streets and Roads for All (SS4A) grant program in an effort to fund and develop a Comprehensive Safety Action Plan for the aforementioned entities and other partners affiliated within the Grand Valley Metropolitan Planning Organization (GVMPO) as spearheaded by the Mesa County Regional Transportation Planning Office (MCRTPO). The action plan was completed and each respective entity passed a resolution supporting and adopting the 2024 Mesa County Safety Action Plan. City of Grand Junction adopted the Mesa County Safety Action Plan on November 20, 2024. Adoption of the Mesa County Safety Action Plan opened up additional SS4A Implementation funding, currently identified at \$1 billion/year through the Bipartisan Infrastructure Law (BIL). This application accesses implementation funding.

### **Mesa County Safety Action Plan**

The overarching goal of the Mesa County Safety Action Plan is to identify solutions to reduce the deaths and serious injuries on roadways across Mesa County with an ultimate goal of zero deaths on our roadways. The plan was developed through:

- Identifying the problem(s) with a comprehensive crash analysis
- Robust stakeholder and community engagement
- Developing an Action plan that is ready for implementation

The safety strategies identified throughout the process are split into four categories:

- Build Safer Streets
- Protect Vulnerable Road Users
- Address Dangerous Behaviors
- Create a Culture of Safety



The project also included a Power BI Crash Analysis Dashboard for ongoing data analysis by staff and stakeholders, the identification of a High Injury Network (HIN), an Engineering Toolbox to be used as a resource for signalized intersections and rural roads, and project cards for nine priority locations.

### **Safe Streets and Roads for All Implementation Grant Program**

Grant applications must be multidisciplinary in nature, requiring both infrastructure and non-infrastructure components. Staff is proposing the following scope:

#### ***Safer Roads and Safer Speeds through Engineering (Infrastructure)***

North Avenue has served the community as a major arterial since its construction in the mid-1950s. While it has functioned well over the years as a corridor for cars, trucks, and freight, it has lacked transit and pedestrian-friendly elements in many locations. This project phase will eliminate a gap in connectivity on the north side between 28 ½ Rd. and I-70B to the east, as well as on the south side between 29 Rd. and I-70B to the east. The project has been identified in the Grand Valley Regional Transportation Planning Office's 2022 North Avenue Enhanced Transit Corridor Study and the 2045 Regional Transportation Plan, the City's One Grand Junction Comprehensive Plan (2020) the City's North Avenue Plan (2011), and the City's Grand Junction Circulation Plan (2018) that identifies North Ave as an active transportation corridor. It is also identified in the 2023 Pedestrian and Bicycle Plan and is a high priority for the City's Urban Trails Committee. This project is also funded by the State Multi-Modal Options Fund (MMOF) and the federal Transportation Alternative Program (TAP). As the project has progressed through design and right-of-way needs have been more accurately determined, the cost estimate is at \$9.2m. With \$6.0m in previously identified funding, an additional \$3.2m is needed to finish the scope. The state and federal dollars provide the match against each other, reducing the City's overall contribution to \$375,000. The wide, well-lit, detached multi-use path will enhance the transit experience, increase safety for pedestrians, bicyclists and transit riders of all user groups providing a non-motorized connection to many goods and services along the North Ave corridor.

#### ***Safer People through Education and Engagement***

Safety Fairs will be executed multiple times per year to educate community members on the best safety practices. These will include advising community members on safe pedestrian practices, such as utilizing crosswalks and being predictable and visible at night; safe cycling practices, such as the use of hand signals, where to ride, how to cross train tracks, etc., and safe driving practices, such as conventions for sharing the road and the significance of speed in crash outcomes. Capital expenses to support the safety fairs include the purchase of bicycles and helmets in a spectrum of sizes to suit all community members, equipment for setting up safety skills courses via the best guidance from national and state educational organizations, and equipment for storing/hauling them securely.



A traffic garden is a simulated street environment where children can learn and practice good street safety habits in a car-free space. Also known by other names such as “safety town” or “traffic playground,” this hands-on environment will build confidence, teach lifelong skills, and foster community. In a rural community like Grand Junction, a traffic garden will be the perfect teaching tool for children and others to learn real-world navigation and develop essential skills. The traffic garden is proposed to include simulated crosswalks, stop-controlled intersections, a roundabout, yield conditions, turn lanes, and/or other common street and roadway environments. Programming will include single-session or multi-day training for young residents and for general community members looking to enhance their understanding of safe street and roadway behaviors.

### ***Safer Roads and Safer Speeds through Evaluation and Engagement***

The purchase of a PowerBI license will enable the City of Grand Junction to host the regional Crash Dashboard, while allowing access for neighboring jurisdictions and other key stakeholders to readily evaluate the conditions on our local and regional transportation network. Today, only select transportation officials have access to the dashboard, limiting access to the important data maintained therein.

The Western Colorado Transportation Symposium will provide an annual venue for professionals, community leaders, and other stakeholders to gather, review and evaluate safety projects, outcomes, and opportunities, and develop strategies for advancing the Mesa County Safety Action Plan.

Awards are anticipated within 150 days. If selected, the North Ave Enhanced Transit Corridor is scheduled for construction in summer 2026, while the other elements of the grant request, other than the construction of the traffic garden, are implemented over the five-year period from 2026 to 2030.

### **FISCAL IMPACT:**

Anticipated project cost for both infrastructure and non-infrastructure scope is \$4,750,000. A 20% match requirement is \$950,000, with \$800,000 match provided by the previously awarded State Multi-Modal Options Fund (MMOF). The remaining match is anticipated at \$55,600 in 2026 and \$23,600 for FY 2027-2030 as shown on Attachment A.

### **SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 35-25, a resolution supporting the grant application for Safe Streets and Roads for All Grant Program for both infrastructure and non-infrastructure implementation.

### **Attachments**

1. RES-Safe Streets and Roads for All Grant250612



2. Attachment A - SS4A Grant Budget



Resolution No. \_\_-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION IN RESPONSE TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) NOTICE OF FUNDING OPPORTUNITY FOR ADDITIONAL FUNDING FOR NORTH AVE ENHANCED TRANSIT CORRIDOR IMPROVEMENTS AS WELL AS OTHER SAFETY RELATED PROGRAM DEVELOPMENT INCLUDING SAFETY SYMPOSIUM, CRASH SOFTWARE ANALYSIS LICENSING, ROADWAY SAFETY AUDITS AND EDUCATION AS RECOMMENDED IN THE MESA COUNTY SAFETY ACTION PLAN AND AS REQUIRED TO MEET THE GOALS AND OBJECTIVES OF THE PROGRAM.

The Safe Streets and Roads for All Grant program (SS4A) is represented as a "once-in-a-generation funding opportunity" by the U.S. Department of Transportation (USDOT) as part of their Safe System Approach (SSA) to roadway safety. This approach incorporates Vision Zero, Towards Zero Deaths, Complete Streets, and other proven countermeasures in the effort to eliminate fatal and serious injuries for all roadway users.

This grant opportunity pledges a minimum of \$1 billion annually for fiscal years FY22-26 with at least 40 percent of the annual funding awarded for Action Plan Grants and supplemental action plan activities. The remaining balance of the annual funding will be available for Implementation Grants. Implementation Grants will not be awarded without a comprehensive safety action plan in place, and will not be awarded concurrently with action plan grants.

In 2022, the City signed a memorandum of agreement (MOA) formalizing a fiscal commitment between the City of Grand Junction, City of Fruita, Town of Palisade, and Mesa County to apply for the Safe Streets and Roads for All (SS4A) grant program in an effort to fund and develop a Comprehensive Safety Action Plan for the aforementioned entities and other partners affiliated within the Grand Valley Metropolitan Planning Organization (GVMPO) as spearheaded by the Mesa County Regional Transportation Planning Office (MCRTPO). The action plan was completed and each respective entity passed a resolution supporting and adopting the 2024 Mesa County Safety Action Plan. City of Grand Junction adopted the Mesa County Safety Action Plan on November 20, 2024. Adoption of the Mesa County Safety Action Plan opened up additional SS4A Implementation funding, currently identified at \$1 billion/year through the Bipartisan Infrastructure Law (BIL). This application accesses implementation funding.

Grant applications must be multidisciplinary in nature requiring both infrastructure and non-infrastructure components. Additional infrastructure funds are requested to augment existing federal and state grant funds for the North Ave Enhanced Transit Corridor while non-infrastructure funds will fund a safety symposium, crash software licensing, roadway safety audits and education.

The project scope is anticipated at \$4.75 million with USDOT grant funding in the amount of \$3.8 million ("Grant") for the Project. The City staff has recommended that the City Council support the Grant application and if awarded that the Grant be utilized.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Grand Junction, Colorado that:



The City Council of the City of Grand Junction by with and through this Resolution expresses its supports for the City's *Safe Streets and Roads for All* grant application.

The City Council of the City of Grand Junction authorizes the expenditure of funds necessary to meet the terms and obligations, including established deadlines, of any Grant awarded.

If the Grant is awarded, the City Council hereby authorizes the City Manager to sign the grant agreement with the Colorado Department of Transportation, on behalf of the USDOT, for the Project.

PASSED and ADOPTED this 18th day of June 2025

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Cody Kennedy  
President of the City Council  
ATTEST:

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Selestina Sandoval  
City Clerk

DRAFT



City of Grand Junction  
Department of Engineering and Transportation  
Engineering Division

**Project: USDOT FY 25 - Safe Streets and Roads for All**

**Subject: Grant Scope**

Scope	Total Costs	2026	2027	2028	2029	2030
North Ave Enhanced Transit Corridor (add'l funding)	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -
Safety Symposium	\$ 75,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Crash Dashboard	\$ 250,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Roadway Safety Audits	\$ 275,000	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Vulnerable Road User Safety Fair (one time)	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -
Vulnerable Road User Safety Fair (annual)	\$ 15,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Traffic Garden	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -
<b>Total Project Scope</b>	<b>\$ 4,750,000</b>	<b>\$ 4,278,000</b>	<b>\$ 118,000</b>	<b>\$ 118,000</b>	<b>\$ 118,000</b>	<b>\$ 118,000</b>
<i>Match required</i>	<i>\$ 950,000</i>	<i>\$ 855,600</i>	<i>* \$ 23,600</i>	<i>\$ 23,600</i>	<i>\$ 23,600</i>	<i>\$ 23,600</i>
<b>Grant funds requested</b>	<b>\$ 3,800,000</b>	<b>\$ 3,422,400</b>	<b>\$ 94,400</b>	<b>\$ 94,400</b>	<b>\$ 94,400</b>	<b>\$ 94,400</b>

\*\$800,000 match provided for North Ave Enhanced Transit Corridor with State Multi-Modal Options Funds





## Grand Junction City Council

### Regular Session

Item #4.d.

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**Meeting Date:** June 18, 2025  
**Presented By:** John Shaver, City Attorney  
**Department:** City Attorney  
**Submitted By:** John Shaver

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### Information

#### **SUBJECT:**

A Resolution Adopting Council Meeting Procedures

#### **RECOMMENDATION:**

Staff recommends approval of the resolution.

#### **EXECUTIVE SUMMARY:**

At the June 2, 2025, Workshop, Council Meeting procedures were discussed. This item reflects the agreed-upon procedures to govern the conduct of City Council meetings and Work Sessions.

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

With Resolution 40-18 the City Council adopted certain Procedures Governing the Conduct of City Council Meetings and Work Sessions (Procedures). The City Council has determined that those Procedures need to be updated, and accordingly, with this Resolution, adopts the attached policies.

Collectively, the resolution adopts the City Council Meeting Policy and Procedure, the Study Session Policy and Procedure, and the Rules of Conduct for Public Comment at City Council Meetings. Among other things, the Policies reflect changes in how meetings are conducted, including virtual participation, and updating and streamlining parliamentary practices.

#### **FISCAL IMPACT:**

There is no direct fiscal impact.

#### **SUGGESTED MOTION:**



I move to (adopt/deny) Resolution No. 31-25, a resolution adopting council meeting procedures.

**Attachments**

1. POL-COUNCIL MEETING PROCEDURES 20250603
2. POL-Study Sessions 20250603
3. POL-Public Comment Conduct 20250603
4. RES-Meeting Procedures 20250613



1  
2 CITY COUNCIL

3 CITY COUNCIL MEETING POLICY AND PROCEDURES  
4 \_\_\_\_\_  
5

6 CITY COUNCIL MEETINGS

7 1.1 Presiding Officer

8 As provided in the Charter, the President (Mayor) of the City Council or the President  
9 *pro tem* (Mayor *pro-tem*) of the City Council shall lead Council meetings. If both the  
10 Mayor and Mayor *pro-tem* are absent from a Council meeting, the City Clerk shall call  
11 the meeting to order and call roll. The Councilmembers in attendance, either in person  
12 or virtually as allowed by the *Electronic/Virtual Meetings Policy (included within this*  
13 *policy, line 183)*, so long as a quorum (four members) are present shall then elect a  
14 Temporary Chair who shall be the Presiding Officer for that meeting.

15 1.2. Regular Meetings

16 The Council shall meet on the first and third Wednesdays of each month at 5:30 p.m. in  
17 the Council Chambers at City Hall. The Council may reschedule regular meetings, upon  
18 a majority vote of the entire Council at a regular meeting, study session, or by email,  
19 and with full and timely notice to the public of the change in schedule. Virtual  
20 Participation in accordance with the Virtual Participation policy shall constitute actual  
21 attendance for purposes of establishing a quorum and conducting business for any  
22 such meeting.

23 1.3 Special Meetings

24 Special meetings of the Council may be called in accordance with the Charter and  
25 the Colorado Open Meetings law. Virtual Participation by City Council will be in  
26 accordance with the Electronic Participation policy and shall constitute actual  
27 attendance for purposes of establishing a quorum and conducting business for any  
28 meeting.

29 Study Sessions (See separate *Study Sessions Policy*)

30 Study sessions may be regularly scheduled for the first and third Monday of any month  
31 and at any other day and time determined in accordance with this policy. A separate  
32 notice will not be necessary for a study session called at a Council meeting at which a  
33 quorum is present. Study sessions of the Council may be called in accordance with the  
34 Charter and the Colorado Open Meetings law.



37 1.4 City Clerk

38 a. The City Clerk, or the Clerk's designee, shall attend and shall keep the minutes of  
39 each Regular and Special meeting (Meeting) of the Council. Minutes shall kept be in  
40 "action plus" form. The City Clerk will maintain a video or audio recording of each  
41 Meeting for the term required by the City record retention schedule.

42 b. On or before the Friday preceding each Regular meeting of the Council, the  
43 City Clerk shall cause to be delivered to each Councilmember a copy of the minutes of  
44 the preceding Meeting.

45 2.1 Order of Business – Agenda – Regular Meetings

46 a. The order of business for regular meetings of the Council will generally be:

47 (1) Establishment of a Quorum

48 (2) Pledge of Allegiance

49 Proclamations

50 (3) Review and Approval of Agenda

51 (4) Councilmember Reports/Filing written Board and Commission report(s)

52 Quarterly Strategic Plan Review/Discussion

53 (5) Presentations and Scheduled Guests

54 (6) City Manager Report

55 (7) Consent Agenda

56 (8) Regular Agenda

57 (9) Public Comments (*see attached Public Comment Conduct Policy*)

58 (10) Adjournment

59 b. The Presiding Officer may vary from the Order of Business. Variance to the Order  
60 of Business, including questions about or setting a Consent Agenda item for full  
61 consideration, will occur as a function of the Review and Approval of Agenda, item 2 in  
62 the Order of Business.

63 c. Preceding each Meeting of the Council, the City Manager and City Clerk shall  
64 prepare a written Agenda showing the scheduled business of the City Council. The City  
65 Clerk shall cause the Agenda to be delivered to each Councilmember by 6:00 p.m. the  
66 Friday prior to the meeting and shall post the Agenda in accordance with the  
67 Colorado Open Meetings law.

68 d. During Council's consideration of any matter, Councilmembers should generally  
69 refrain from speaking until recognized, except for Points of Order, Information or



Appeal<sup>1</sup>, ~~should generally not speak more than twice on a matter, and~~ matter and should not speak again until all Councilmembers have had an opportunity to speak once. The Presiding Officer typically will speak last on a matter but is not required to do so.

1. The Presiding Officer may limit a Councilmember's comments, debate or conversation by and among the members in accordance with the adopted Parliamentary Authority as the same may be amended from time to time by the Council.

2. When a Councilmember speaks for a second time on a matter, he/she should endeavor to make his/her comments succinct and relevant.

e. Councilmember requests for Future Action/Follow-up will be submitted to the City Manager Agenda Committee (see Agenda Committee Policy) by noon of the Wednesday of the "off week" before the next regular meeting. The Agenda Committee will review requests for Future Action/Follow-up and together with the City Manager will develop and publish a "Future Topics" agenda for City Council to review and prioritize.

f. On all matters before Council for public hearings as the same are shown on the Agenda, the public may be allowed to speak, subject to reasonable time limits and behavioral expectations imposed by the City Council and the Presiding Officer. Any

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<sup>1</sup> Point of Order (or to "raise a question of order" as it is sometimes expressed), is an opportunity for a Member to express an opinion that the rules or procedures of the Council are being violated. The appropriate means of asserting such opportunity is for the member to wait for a break in the discussion and state "Point of Order" and wait to be recognized by the Presiding Officer. Debate or discussion should cease. Upon the Presiding Officer's recognition, the member must succinctly state the general rule or procedure believed to be in violation. A point of order should not interrupt another speaker, does not require a second, is not debatable, is not amendable and cannot be reconsidered.

Point of Information is a request to receive information on a specific question, either about process, meeting conduct, clarification of a motion, or about a fact at any time during a meeting. A Point of Information is not an opportunity for a member to provide information and should not be used as a means of continuously interrupting the debate. Using a Point of Information to provide information or to interrupt debate would be out of order.

Point of Appeal is a request of a member to challenge a decision of the Presiding Officer concerning the application of the rules. A Point of Appeal shall customarily be in order immediately following the Chairperson's decision and may be declared out of order and unavailable where the Council has relied upon the Presiding Officer's decision and continued the proceeding in reliance upon, or in accordance with the decision. The member making the Point of Appeal may briefly state his or her reason for the Point, and the Presiding Officer may briefly explain his or her ruling, but there shall be no further debate on the appeal.



person speaking or presenting any information to the Council may be questioned by the Council, the City Manager and/or the City Attorney.

#### g. Addressing Council

Every person addressing the Council shall give his or her name and city of residence for the record, shall state the subject he or she wishes to address, and shall limit the address to a reasonable time, which is presumptively 3 minutes. The Presiding Officer may reasonably limit or expand the time of any and all addresses, including addresses in public hearings.

Decorum Policy adopted by Res. 40-20 (see attached).

### PARLIAMENTARY PROCEDURE

#### 3.1 Parliamentary Authority

Bob's Rules of Order, Simplified Parliamentary Rules of Order for Colorado Local Government (copy attached) will be the parliamentary authority for all meetings of the Council and the rules contained therein will be utilized at such meetings where not inconsistent with the Charter, Ordinances, or these Procedures. The Council may, as determined by the Presiding Officer, relax any parliamentary procedure for the purposes of efficiency of conducting a meeting

#### 3.2 Voting

When a question is called every Councilmember present shall vote either "yes," or "no," unless excused from voting due to an actual or apparent conflict of interest or excused from attendance as provided in the Charter.

#### 3.3 Questions About and/or Amendments to Resolutions and Ordinances

Councilmembers are strongly encouraged to distribute any proposed question(s) on Agenda item(s) and/or amendment(s), or the concept of a proposed amendment(s) to a resolution or ordinance to staff and Council as far in advance as possible.

A Councilmember intending to introduce an amendment to a proposed resolution or ordinance must send an e-mail notification of a contemplated amendment to all members of Council, with a copy to the City Manager and the City Attorney, no later than 12:00 p.m. (Noon) on the day prior to the day of any Council meeting where the resolution or ordinance is scheduled for a vote (including second reading and reconsiderations).

An amendment distributed by the deadline will afford informed consideration and any action thereon may occur only with a motion and a second. An amendment that is not distributed by the deadline may only be introduced by a two-thirds vote of the Councilmembers present at the meeting. If an amendment is not introduced because it failed to get the two-thirds vote required for introduction, the Councilmember is



permitted to attempt to reintroduce the amendment at a future meeting, if applicable.  
All other matters related to amendment shall follow the Robert's Rules of Order.

### 3.4 Reconsideration

After the decision on any question, any Councilmember who voted with the prevailing side may move for a reconsideration of any action at the same or at the next succeeding regular meeting; provided, however, that an action of the Council authorizing or relating to any contract may be reconsidered at any time prior to the final execution thereof. A motion to reconsider may be seconded by any Councilmember and shall require a majority vote of the Councilmembers in office for adoption. After a motion to reconsider has been once voted on and lost, it shall not be introduced again except by unanimous consent of the Council.

### 3.5 Recess - During Meeting

The Presiding Officer may, at any point in the Agenda, declare a recess for a specified duration.

### 3.6 Time of Adjournment

All Council meetings (including regular meetings, special meetings, study sessions, and executive sessions) shall be adjourned by 11:00 p.m. and no new agenda item shall be introduced after 10:30 p.m. Any agenda item(s) that has not (have not) been addressed or that is (are) still under discussion at 11:00 p.m. shall be continued to the next regularly scheduled meeting. Notwithstanding this policy, prior to adjournment four Councilmembers may vote to extend the time for a current discussion or to address additional agenda items.

## PUBLIC HEARING – PROCEDURES

Public hearings will be conducted in accordance with the following procedures. These procedures apply to matters for which public hearings are required by City, State, or Federal law, or for other matters as the Council may direct:

1. The Presiding Officer will conduct all public hearings as follows:
  - a. Call the Agenda hearing item(s);
  - b. Open the public hearing and announce the procedures;
  - c. Establish reasonable time limits for the hearing and reasonable time allocations therein;
  - d. Ask for an introductory presentation by the Applicant if other than a City application/item;
  - e. Ask for the Applicant's/Petitioner's presentation (hearings shall be conducted such that the presentation provides the facts about the issue, how



the law applies to the facts and the recommendation or outcome requested. Council members may seek clarification during the presentation. Testimony by an Applicant/Petition or a representative of the Applicant/Petitioner shall be presumptively limited to 20 minutes. For good cause additional time may be granted by the Presiding Officer.

f. Ask for public questions and comment from persons, both for and against, wanting to be heard. City Council may inquire of the Applicant/Petitioner and/or city staff prior to public comment.

2. Speakers for or against an issue will be given a reasonable opportunity to be heard and to present information to Council. Exhibits, flash drives and other written communications shall be filed with the City Clerk.

3. Any person speaking or presenting any information at the hearing may be questioned by the Council, the City Manager and/or the City Attorney.

4. At the conclusion of all evidence and testimony the Presiding Officer will close the public hearing and the matter will be deliberated by the Council.

5. When a public hearing has been closed by the Presiding Officer, no further public comment shall be permitted. Council members, however, may direct questions to the Applicant/Petitioner, the Applicant/Petitioner's representative or to a city staff member for clarification prior to taking any vote, if a vote is in order.

6. The Presiding Officer may ask the Applicant/Petitioner and/or city staff for a brief closing statement or summary of responses to questions posed by the Council.

7. Motion and Second. (A motion and second may be made at any time during the hearing.)

8. Motion to amend (if any). (A motion to amend may be made at any time after the original motion and second.)

9. The presiding Officer shall ask the City Clerk to conduct a roll call vote.

## ELECTRONIC/ VIRTUAL MEETINGS

### Purpose

These rules specify the circumstances under which regular and special City Council meetings may be held by telephone or other electronic means of participation, such as video-conferencing ("Virtual Participation.") Any Councilmember may participate in a regular, special meeting or study session of the City Council virtually only in accordance with this policy. It is the preferred practice of the City Council that meetings be held in person.



198 Emergency Situations

199 If a quorum is unable to meet at the day, hour, and place fixed by the procedures of  
200 the City Council because meeting in-person is not practical or prudent due to a health  
201 or other emergency affecting the City, meetings may be conducted virtually by  
202 telephone, webinar, electronically, or by other means of communication so as to  
203 provide maximum practical notice. Meetings may be held entirely virtually if all the  
204 following conditions are met:

205 1. The City Manager or the Mayor determine that meeting in person is not practical  
206 or prudent, because of a health or other emergency affecting the City and/or the  
207 Council;

208 2. The Mayor and all Councilmembers can hear one another or otherwise  
209 communicate with one another and can hear or read all discussion and testimony in a  
210 manner designed to provide maximum notice and participation;

211 3. If the regular meeting location is available, members of the public present at the  
212 regular meeting location can hear or read all discussion, testimony and votes, unless  
213 not feasible due to the emergency;

214 4. All votes are conducted by roll call;

215 5. Minutes of the meeting are taken and promptly recorded, and such records are  
216 open to public inspection;

217 6. To the extent possible, full and timely notice is given to the public setting forth the  
218 time of the meeting, the fact that the Mayor and Councilmembers may participate  
219 virtually, and the right of the public to monitor the meeting from another location; and

220 7. Members of the public shall be allowed to submit written comments and may be  
221 allowed to be heard virtually if feasible, subject to reasonable limits imposed by the  
222 Presiding Officer.

223 Arranging for Virtual Participation.

224 a. Council. To arrange to participate via Virtual Participation, a Council member  
225 shall:

226 1. Contact the City Clerk in advance of the meeting to determine if an  
227 arrangement for such participation via telephone conference or video conference is  
228 possible. Council members shall endeavor to advise city staff of their intent to  
229 participate via Virtual Participation at the earliest possible time and preferably not less  
230 than 12-hours prior to the requested participation.

231 2. The City shall initiate the Virtual Participation not more than ten (10) minutes prior  
232 to the scheduled time of the meeting. Upon inadvertent disconnection during a  
233 meeting, the City Clerk shall make one attempt to re-initiate the connection.



b. Public. If feasible, members of the public may participate via Virtual Participation to be seen and heard virtually.

1. Members of the public who wish to comment virtually and that will not be presenting photos, maps or other materials shall be allowed to do so as provided on the agenda published for the meeting. If members of the public will be presenting photos, maps, or other materials those shall be submitted to the City Clerk no less than 12 hours in advance of the meeting and shall be in a/the format specified by the City Clerk. Materials that are not timely filed with the City Clerk and/or in the proper format will not be submitted to the City Council.

2. Applicants or parties making presentations. An applicant or other party that intends to make a presentation shall provide the presentation(s) and other media to be presented virtually by 5:00 p.m. the day before the meeting. Applicants and presenters will be provided information about how to participate virtually in advance of the meeting by the department coordinating with the presenter(s).

Quasi-Judicial Hearings by Virtual Participation.

a. Quasi-judicial hearings shall only be held by virtual participation if all parties are able to participate virtually and members of the public are able to be heard virtually. Written evidence and comments submitted via link, e-mail or PDF shall be accepted and made part of the record.

b. If the City Council schedules a virtual hearing of a quasi-judicial matter the applicant must affirm in writing that either:

1. It has requested the public hearing be conducted virtually and the applicant waives any legal challenge to the hearing being so conducted; or

2. it requests that the public hearing be continued to such time as the City Council schedules an in-person hearing.



1 City Council

2 Study Session Policy and Procedure

3 \_\_\_\_\_

4  
5 The City Council will generally hold study sessions, also known as policy meetings or  
6 workshops, at 5:30 p.m. in the Fire Station 1 Training Room, 625 Ute Avenue, Grand  
7 Junction, Colorado. The meetings will be regularly scheduled for the first and third  
8 Monday of each month and at any other day and time determined in accordance  
9 with Council Policy.

10 At these meetings, the City Council may discuss policy or more non-specific matters in  
11 anticipation of action or formal consideration of a matter. These meetings provide the  
12 Council with an opportunity to hear presentations by staff on topics that may come  
13 before the Council at the regular meetings and/or provide the Council the opportunity  
14 to give general direction to staff for future meeting topics, development, or  
15 modification of City policies or to introduce topics for further consideration. The primary  
16 purpose of these meeting is to shape but not finally decide significant policy, aiding in  
17 the development of items that will ultimately require Council action.

18 Agenda items are intended to be substantive and not include day-to-day operational  
19 issues or routine, procedural items. At a study session the Council may publicly request  
20 information from staff or follow-up on issues of interest to the public, ask questions about  
21 the regular agenda, and hear reports from the City Manager or his/her designee.

22 Study Sessions shall be presided over by the Council President, the Council President *pro*  
23 *tem* or her/his designee. The Council President or President *pro tem* may be referred to  
24 as the Presiding Officer.

25 No final action will be taken. The Council will provide direction and recommendations  
26 by consensus; however, if there is not clear consensus on an item, a motion may be  
27 made, and vote taken to instruct the City Manager or City Attorney.

28 Unless otherwise determined by a majority of the Council, public comment will not be  
29 heard on study session agenda items.



1 Appendix \_\_\_\_

2 Rules of Conduct for Public Comment at City Council Meetings

3 Persons appearing before the City Council shall abide by the following Rules of  
4 Conduct:

5 No signs, posters, placards, or similar or like objects shall be affixed to the walls, doors,  
6 etc. of the City Council Chambers or any adjoining areas or City offices, except by City  
7 staff in connection with business, and then only with permission of the City Manager.

8 No sign, placard, poster, or similar or like object which may be carried by hand shall be  
9 permitted in the City Council Chambers or any adjoining areas or City offices.

10 All persons attending City Council meetings must be recognized by the Presiding  
11 Officer before speaking. Subject to the limitations set forth herein, the Presiding Officer  
12 and other members of the City Council shall considerately receive the comments  
13 made by such persons.

14 All persons addressing the City Council at a meeting shall be limited to three (3)  
15 minutes, ~~provided however, that the Presiding Officer may, for reasons other than the~~  
16 ~~favoring the content of the presentation, permit up to \_\_\_\_ minutes.~~

17 a. The Presiding Officer may, in his or her discretion, limit the aggregate amount of  
18 time to be devoted to a particular matter, agenda item or topic, and if there are  
19 opposing viewpoints, may apportion the time allowed for the expression of each  
20 viewpoint as reasonably equal as possible.

21 b. All persons attending a meeting shall remain seated, unless they are required to  
22 stand because of recognition as a speaker, official duties, physical necessity, or to enter  
23 or leave the meeting. Attendees should, to the extent possible, avoid leaving or  
24 entering once a meeting has begun. No one is permitted to approach closer to the  
25 dais than the lectern without permission of the ~~P~~residing ~~O~~fficer.

26 When a speaker is recognized by the Presiding Officer, the speaker shall:

27 a. Come to the speaker's podium (speakers shall not be permitted to bring  
28 anything other than an electronic device with note, physical notes ~~/papers or/~~ exhibits  
29 to the speaker's podium);

30 b. State the speaker's name and if he/she resides in the City or his/her work address;

31 c. State the speaker's position;

32 d. If representing a group, ask the persons represented to stand (except with the  
33 permission of the Presiding Officer, no other persons shall be permitted to accompany a  
34 speaker to the speaker's podium);

35 e. Provide any written statement or other materials to the City Clerk for the record.



36 The Presiding Officer may prevent or discontinue speech that he/she reasonably  
37 perceives to be, or imminently to threaten, a disruption of the meeting whether by  
38 virtue of its irrelevance, its duration, ~~or~~ its ~~very~~ tone and ~~or~~ manner of presentation.

39 a. Public comment may be made on either an item(s) on the agenda or under  
40 item 9 – Public Comment - on the Regular Meeting Agenda. Comments upon specific  
41 agenda items must address the subject of the agenda item. Item 9 Public Comments  
42 must address new subjects. The Presiding Officer may prevent or discontinue comments  
43 from any speaker if such comments are irrelevant or untimely. Public hearing testimony  
44 will be separately made as each hearing is held.

45 b. A personal attack or insult directed at a person and/or speech not directed at  
46 substantive ideas or procedures at issue, is irrelevant and threatens to disrupt the orderly  
47 conduct of a meeting. The Presiding Officer may, therefore, prevent or discontinue  
48 comments from any speaker that amount to a personal attack regardless of whether  
49 directed at the City Council, city staff or a member(s) of the public.

50 c. While relevant public ~~comment is~~ comments are encouraged, repetitive or  
51 cumulative comments ~~minimizes~~ minimize the significance of comment,  
52 ~~prevents~~ prevent other topics and viewpoints from being adequately addressed and is  
53 generally burdensome to the public, wasteful of the City Council's time and disruptive  
54 of meetings. The Presiding Officer may, therefore, prevent or discontinue comments  
55 from any speaker if the comments are cumulative or repetitive, or if the Presiding  
56 Officer determines that adequate comment or debate on that subject has occurred at  
57 the current meeting and/or at prior meetings. During Item 9 Public Comment the  
58 Presiding Officer may limit or discontinue comments if a speaker(s) repeatedly expresses  
59 the same position on the same subject.

60 d. The Presiding Officer may also refuse to allow comment or continued comment  
61 by any speaker who has directed or is directing profane, vulgar, obscene or  
62 threatening speech to the Council, the city staff or to any member(s) of the ~~public,~~  
63 ~~or public or~~ has otherwise engaged or is engaging in behavior prohibited by these  
64 procedures and/or by law.

65 Any person who fails or refuses to obey the directions of the Presiding Officer, or who  
66 otherwise disrupts the meeting in any manner, shall be requested by the Presiding  
67 Officer to refrain from such conduct. If the conduct continues the Presiding Officer shall  
68 instruct the person to leave the meeting room for the remainder of that meeting. If any  
69 person refuses to follow the directions of the Presiding Officer, the Presiding Officer shall  
70 call a recess and instruct law enforcement to contact the person to - cause such  
71 person to be removed from the meeting. Any person ejected or removed from a  
72 meeting shall be excluded from further attendance at that meeting, unless granted  
73 permission by the Presiding Officer to return.

74 The Presiding Officer may order a person removed from a meeting when that person  
75 commits any of the following acts at a City Council meeting:



a. After being warned not to use continues to use profane, vulgar, obscene or threatening speech directed at the Council or members of the public and/or behaves in a disorderly, disruptive, or contemptuous manner toward the City Council, any member of city staff and/or a member(s) of the public, and/or behaves in such a manner as to interrupt the due and orderly course of a meeting;

b. Disobedience of any lawful order of the Presiding Officer, which shall include an order to be seated or to refrain from addressing the Council;

c. Any other unlawful interference with the due and orderly course of a meeting.

The Presiding Officer shall preserve order and decorum at City Council meetings. He or she may declare speakers to be out of order and to discontinue and be seated or be expelled for violation of these rules. Any person so expelled shall not be readmitted for the remainder of the meeting from which expelled. Any person who has been so expelled and who at a later meeting again engages in behavior justifying expulsion may also be barred from attendance at future Council meetings for a specified and reasonable period of time not to exceed six months, or upon a still subsequent expulsion, a period not to exceed one year.

~~All persons desiring to attend a City Council meeting, as a condition of attendance, may be subject to a search of their persons and property by metal detector and/or by other appropriate means, at the direction of the City Manager.~~

~~Cell phones and other electronic communication devices capable of emitting sounds shall be silenced and emission of sound from the same is prohibited.~~

Cameras, video recorders and other recording devices may not be used without permission from the Presiding Officer. The Presiding Officer may, ~~ing~~ at his or her discretion, limit the use of such equipment if its use would interfere with the meeting.



1 Resolution No. \_\_-25

2 A Resolution Repealing and Replacing Resolution 40-18 Concerning City Council  
3 Meeting Procedures

4 Recitals.

5 With Resolution 40-18 the City Council adopted certain Procedures Governing  
6 the Conduct of City Council Meetings and Work Sessions (*Procedures*). The City  
7 Council has determined that those *Procedures* need to be updated and  
8 accordingly by and with this Resolution adopts the attached policies.

9 Collectively the *City Council Meeting Policy and Procedure*, the *Study Session*  
10 *Policy and Procedure*, and the *Rules of Conduct for Public Comment at City*  
11 *Council Meetings* are referred to herein as the *Policies*. Among other things the  
12 *Policies* reflect changes in how meetings are conducted, including virtual  
13 participation, and updating and streamlining parliamentary practices.

14 After due consideration, and recommendation from the City Staff to update  
15 and revise meeting procedures, the City Council finds that adoption of the  
16 *Policies*, individually and collectively, will promote effective and efficient  
17 meetings of the Council and benefit the administration of the public's business.

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

19 That in consideration and adoption of the Recitals, Resolution 40-20 and the  
20 Procedures attached thereto are repealed and replaced by this Resolution and  
21 the Policies attached hereto and incorporated by reference as if fully set forth  
22 are adopted and approved. The Policies shall remain in effect unless and until  
23 amended by subsequent Resolution of the City Council.

24  
25 PASSED AND ADOPTED THIS 18<sup>th</sup> DAY OF JUNE 2025.

26 \_\_\_\_\_  
27 Cody Kennedy  
28 President of the City Council  
29

30 ATTEST:

31 \_\_\_\_\_  
32 Selestina Sandoval  
33 City Clerk





## Grand Junction City Council

### Regular Session

Item #4.e.

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**Meeting Date:** June 18, 2025  
**Presented By:** John Shaver, City Attorney  
**Department:** City Attorney  
**Submitted By:** John Shaver

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### **Information**

#### **SUBJECT:**

A Resolution Amending Resolution 34-22 Concerning the Composition of the Audit Committee Charter and Amending the Audit Committee Charter

#### **RECOMMENDATION:**

Adopt and approve the resolution amending the Audit Committee Charter to provide that any two members of the City Council may constitute the Audit Committee.

#### **EXECUTIVE SUMMARY:**

With adoption of the Resolution, the Audit Committee Charter will be amended as shown in the version of the document dated June 2025 attached to this Resolution.

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

With Resolution 34-22 the City Council adopted a Charter for the Audit Committee (Committee). Among other things, the Resolution provided that successor Committee members be named by the City Council each May when annual committee assignments are made. On May 7, 2025 with the adoption of Resolution 20-25 the City Council appointed Councilmembers Cole and Ballard as the Audit Committee. Those appointments were made with the understanding that the Audit Committee Charter would be amended to allow for any two members to serve rather than having the Committee be comprised of the President of the Council (Mayor) and the President of the Council *pro tem* (Mayor *pro tem*) as had been approved by Resolution 34-22.

With adoption of the Resolution, the Audit Committee Charter will be amended as shown in the version of the document dated June 2025 attached to this Resolution. The amended Audit Committee Charter shall remain in effect unless and until amended by subsequent Resolution of the City Council.

#### **FISCAL IMPACT:**



There is no fiscal impact associated with this action.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution 32-25, a resolution amending the Audit Committee Charter as shown in the version of the document dated June 2025 attached to the Resolution.

**Attachments**

1. RES-Audit Committee Charter Amend 20250609
2. Audit Committee Charter Amend 20250609



Resolution No. \_\_-25

A Resolution Amending Resolution 34-22 Concerning the Composition of the  
Audit Committee Charter and Amending the Audit Committee Charter  
McDaniel as the 2022-2023 Audit Committee

Recitals.

With Resolution 34-22 the City Council adopted a Charter for the Audit  
Committee (Committee). Among other things that Resolution provided that  
successor Committee members be named by the City Council each May when  
annual committee assignments are made.

On May 7, 2025 with the adoption of Resolution 20-25 the City Council  
appointed Councilmembers Cole and Ballard as the Audit Committee. Those  
appointments were made with the understanding that the Audit Committee  
Charter would be amended to allow for any two members to serve rather than  
having the Committee be comprised of the President of the Council (Mayor)  
and the President of the Council *pro tem* (Mayor *pro tem*) as had been  
approved with Resolution 34-22.

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

That in consideration and adoption of the Recitals the Audit Committee Charter  
in the form attached to this Resolution is adopted and approved. The amended  
Audit Committee Charter shall remain in effect unless and until amended by  
subsequent Resolution of the City Council.

PASSED AND ADOPTED THIS 18<sup>th</sup> DAY OF JUNE 2025.

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

ATTEST:

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



DRAFT



Audit Committee Charter

Recitals.

The City Council, City management and the City's independent auditor(s) are responsible for the quality and accuracy of the City's financial reporting. The City Council, because of its accountability to taxpayers, is ultimately responsible for the City's financial reporting and internal controls and processes. The audit committee, comprised of the City Council President and President *pro tem*, ("Audit Committee") provides for general oversight of the City's financial reporting processes, internal controls, and the engagement of and communication with independent auditors.

The Audit Committee provides the means, separate from management and as necessary, for the independent auditor(s) to raise and discuss concerns about financial reporting and internal controls

The Audit Committee is not charged with providing any expert or other special assurance as to the financial statements, including compliance with laws, regulations, Generally Accepted Accounting Principles (GAAP) or Governmental Accounting Standards Board (GASB).

Purpose.

The Audit Committee will, in consultation with the independent auditor, the City Manager, Finance Director and City Attorney:

- 1) be responsible for oversight of the financial reporting process, recommending to City Council the selection of the independent auditor(s), and receipt and review of preliminary audit results and other written communications between the auditor and management of the City, such as any "management" or "internal control" letter issued, or proposed to be issued, if any, by the auditor to the City; and,
- 2) be responsible for resolution of any disagreement(s) between City management and the independent auditor(s) regarding financial reporting; and,
- 3) establish communication with the auditor(s), and no less than annually, review audit findings at a public City Council meeting; and,



76  
77 4) assure the City establishes a thorough risk management and evaluation  
78 process with effective internal controls and recommend to City Council  
79 periodic outside audit or examination of internal controls; and,  
80

81 5) discuss with the auditor(s) and management the adequacy of the City's  
82 internal controls, and as necessary or required, remedy any significant  
83 deficiency(ies) and material weakness(es) in the design or operation of  
84 internal controls over financial reporting or fraud, whether or not material,  
85 that involves management or other employee(s) who have a significant role  
86 in the City's internal controls; and,  
87

88 6) receive confidential, anonymous reports from City employees of concerns  
89 about accounting or financial reporting practices, accounting, internal  
90 controls and/or conflict of interest and fraud matters; and,  
91

92 7) review the City's disclosure policies and practices, particularly regarding  
93 conflict of interest and fraud; and,  
94

95 8) review the City's litigation and regulatory proceedings as reported by the  
96 City Attorney; and,  
97

98 9) no less often than every 5 years, select and recommend to City Council an  
99 independent auditor(s) and implement a direct reporting relationship with  
100 the auditing firm(s) that serve(s) as the City's independent auditor(s). The  
101 independent auditor(s) retained by the City shall report directly to the Audit  
102 Committee.  
103

#### 104 Process. 105

106 The Audit Committee will hold no less than two regular meetings per year, one  
107 at the commencement of the annual audit and one at the completion of the  
108 audit prior to the release of the independent auditor's findings and report. At  
109 the conclusion of the audit the independent auditor shall issue written findings  
110 and a report, which shall be presented at a public City Council meeting and  
111 formally accepted by City Council.  
112

113 The Audit Committee may meet at other times as may be necessary or required  
114 to confer with the auditor(s). Meetings may include the City Manager, Finance



Director, City Attorney, Councilmember(s) and/or any other participant the Committee deems appropriate.

The Audit Committee may, as it deems necessary and appropriate, schedule a meeting with the City Council and the auditor(s), so long as the meeting is properly noticed, as determined by the City Attorney, in accordance with the

Colorado Open Meetings Law.

The Audit Committee may receive information and participate in informal meetings and briefings with City management and the auditor(s) as necessary and appropriate between formal meetings of the Audit Committee.

The Audit Committee shall from time to time, and in any event no less often than every 5 years, evaluate the independent auditor's qualifications, performance, and independence.

The Audit Committee shall review with the City Council any matters concerning the quality or integrity of the City's financial statements and/or the performance and independence of the City's auditor(s).

The City Council, with and following a recommendation by the Audit Committee, shall provide for suitable funding for the payment of compensation to the independent auditor(s) engaged for the purpose of preparing and issuing audit findings and reports and/or performing other audit services for the City.

The Audit Committee may establish such written rules or procedures as it determines necessary to conduct the Audit Committee's business.

The Audit Committee shall from time-to-time review and assess the adequacy of this Charter, and as determined necessary, recommend changes to the Charter to the City Council.



## Audit Committee Charter - Amended June 2025

### Recitals.

The City Council, City management and the City's independent auditor(s) are responsible for the quality and accuracy of the City's financial reporting. The City Council, because of its accountability to taxpayers, is ultimately responsible for the City's financial reporting and internal controls and processes. The audit committee, comprised of two members of the City Council to be named by the City Council annually in May when annual committee assignments are made, ("Audit Committee") provides for general oversight of the City's financial reporting processes, internal controls, and the engagement of and communication with independent auditors.

The Audit Committee provides the means, separate from management and as necessary, for the independent auditor(s) to raise and discuss concerns about financial reporting and internal controls

The Audit Committee is not charged with providing any expert or other special assurance as to the financial statements, including compliance with laws, regulations, Generally Accepted Accounting Principles (GAAP) or Governmental Accounting Standards Board (GASB).

### Purpose.

The Audit Committee will, in consultation with the independent auditor, the City Manager, Finance Director and City Attorney:

- 1) be responsible for oversight of the financial reporting process, recommending to City Council the selection of the independent auditor(s), and receipt and review of preliminary audit results and other written communications between the auditor and management of the City, such as any "management" or "internal control" letter issued, or proposed to be issued, if any, by the auditor to the City; and,
- 2) be responsible for resolution of any disagreement(s) between City management and the independent auditor(s) regarding financial reporting; and,
- 3) establish communication with the auditor(s), and no less than annually, review audit findings at a public City Council meeting; and,
- 4) assure the City establishes a thorough risk management and evaluation process with effective internal controls and recommend to City Council periodic outside audit or examination of internal controls; and,



- 5) discuss with the auditor(s) and management the adequacy of the City's internal controls, and as necessary or required, remedy any significant deficiency(ies) and material weakness(es) in the design or operation of internal controls over financial reporting or fraud, whether or not material, that involves management or other employee(s) who have a significant role in the City's internal controls; and,
- 6) receive confidential, anonymous reports from City employees of concerns about accounting or financial reporting practices, accounting, internal controls and/or conflict of interest and fraud matters; and,
- 7) review the City's disclosure policies and practices, particularly regarding conflict of interest and fraud; and,
- 8) review the City's litigation and regulatory proceedings as reported by the City Attorney; and,
- 9) no less often than every 5 years, select and recommend to the City Council an independent auditor(s) and implement a direct reporting relationship with the auditing firm(s) that serve(s) as the City's independent auditor(s). The independent auditor(s) retained by the City shall report directly to the Audit Committee.

#### Process.

The Audit Committee will hold no less than two regular meetings per year, one at the commencement of the annual audit and one at the completion of the audit prior to the release of the independent auditor's findings and report. At the conclusion of the audit the independent auditor shall issue written findings and a report, which shall be presented at a public City Council meeting and formally accepted by the City Council.

The Audit Committee may meet at other times as may be necessary or required to confer with the auditor(s). Meetings may include the City Manager, Finance Director, City Attorney, Councilmember(s) and/or any other participant the Committee deems appropriate.

The Audit Committee may, as it deems necessary and appropriate, schedule a meeting with the City Council and the auditor(s), so long as the meeting is properly noticed, as determined by the City Attorney, in accordance with the

Colorado Open Meetings Law.

The Audit Committee may, as allowed by Colorado law, receive information and participate in informal, unnoticed meetings and briefings with City management and the



auditor(s) as necessary and appropriate between formal, noticed meetings of the Audit Committee.

The Audit Committee shall from time to time, and in any event no less often than every 5 years, evaluate the independent auditor's qualifications, performance, and independence.

The Audit Committee shall review with the City Council any matters concerning the quality or integrity of the City's financial statements and/or the performance and independence of the City's auditor(s).

The City Council, with and following a recommendation by the Audit Committee, shall provide for suitable funding for the payment of compensation to the independent auditor(s) engaged for the purpose of preparing and issuing audit findings and reports and/or performing other audit services for the City.

The Audit Committee may establish such written rules or procedures as it determines necessary to conduct the Audit Committee's business.

The Audit Committee shall from time-to-time review and assess the adequacy of this Charter, and as determined necessary, recommend changes to the Charter to the City Council.





## Grand Junction City Council

### Regular Session

Item #4.f.

**Meeting Date:** June 18, 2025

**Presented By:** Mike Bennett, City Manager, John Shaver, City Attorney

**Department:** City Attorney

**Submitted By:** John Shaver

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### **Information**

#### **SUBJECT:**

A Resolution Authorizing a Second Extension of up to Six-months of the Travel and Tourism Memorandum of Understanding Concerning the 2018 Voter Approved Three Percent Lodgers Tax Increase

#### **RECOMMENDATION:**

Adopt and approve the Resolution providing for a second up to six-month extension of the Travel and Tourism Memorandum of Understanding concerning the 2018 voter-approved three percent lodgers tax increase.

#### **EXECUTIVE SUMMARY:**

With the approval of the Resolution, the City Council extends the 2019 Travel and Tourism Memorandum of Understanding (Agreement) by and between the GJRASA and GGJSC for up to 6 months from the date of this Resolution (Extended Term). During the Extended Term, the City Manager met with and/or spoke with representatives from the GJRASA and GGJSC and City staff about how best to amend and restate the Agreement. That work has not been completed and an additional extension is necessary to complete the work prior to bringing a recommendation to the City Council for approval.

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

With the approval of the Resolution, the City Council extends the 2019 Travel and Tourism Memorandum of Understanding (Agreement) by and between the GJRASA and GGJSC for an additional period of up to 6 months from the date of this Resolution (Second Extended Term). This will be the second extension of this agreement. Since the first extension at the beginning of the year, the City Manager and staff have been progressing with good-faith negotiations to create two new agreements: (1) between the City and the Air Alliance, and (2) between the City and the Greater Grand Junction



Sports Commission. An Extended Term is needed to finalize the negotiations prior to bringing City Council two agreements with support and recommendations for approval from each party associated with the agreements. The agreements will confirm and provide clarity of expectations with certain operational practices and relationships to ensure that the revenue derived from the lodgers tax increase is being collected, retained and most appropriately allocated and spent for the purpose(s) of promoting and marketing travel, tourism and tourism-related activities, as provided in Measure 2A and Resolution 45-18 as amended.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with the approval of the Resolution; as provided by Measure 2A and Resolution 45-18 the City Council may after the Agreement is amended and restated determine to allocate the 3% lodgers tax increase differently.

**SUGGESTED MOTION:**

I move to (approve/not approve) Resolution 33-25, a Resolution authorizing an up to six-month extension of the Travel and Tourism Memorandum of Understanding concerning the 2018 voter approved three percent lodgers tax increase.

**Attachments**

1. RES-2nd Lodgers Tax MOU Extension 20250612



1  
2 RESOLUTION NO. \_\_-25  
3

4 A RESOLUTION TO PROVIDE FOR A SECOND EXTENSION OF THE TRAVEL AND TOURISM  
5 MEMORADUM OF UNDERSTANDING REGARDING THE ALLOCATION OF THE 2018 VOTER  
6 APPROVED INCREASED LODGERS TAX

7 RECITALS:

8 In November 2018 City voters adopted an additional 3% increased lodgers tax lodging  
9 tax to promote and market travel and tourism related activities in the Grand Junction  
10 area. Those activities include destination marketing, additional direct airline service,  
11 and sporting events and activities.

12 By and with Resolution 45-18 the City Council committed to annually consider and  
13 allocate until modified by action of the Council, 1% of the lodging tax increase to the  
14 Grand Junction Regional Air Service Alliance, .75% to the Greater Grand Junction  
15 Sports Commission and the remaining 1.25% of the lodging tax increase to Visit Grand  
16 Junction. The City Council may amend the allocations so long as the revenue derived  
17 from the lodging tax increase is used solely for the purpose of promoting and marketing  
18 travel, tourism and tourism related activities, as determined by the Council.

19 Beginning on January 1, 2019, the City began to collect, budget and expend the  
20 revenue generated from the lodgers tax increase to fund promotions and marketing for  
21 travel and tourism related activities. In order to promote, market and obtain travel and  
22 tourism and tourism related activities, all as generally described above and in Measure  
23 2A. At the same time the City, the Grand Junction Regional Air Service Alliance  
24 (GJRASA), the Greater Grand Junction Sports Commission (GGJSC) and Visit Grand  
25 Junction executed the Travel and Tourism Memorandum of Understanding  
26 (Agreement) regarding the use of allocated funds. The Agreement expired on  
27 December 31, 2024; however, by and with Resolution 4-25 the City Council  
28 extended the Agreement and with this Resolution authorizes and approves a second  
29 extension of the Agreement for up to 6 additional months from the date of this



Resolution. During the extension the City Staff will continue to work with the Air Service Alliance and the Sports Commission Agreement and as necessary or required develop a draft agreement to amend and restate the Agreement to confirm certain operational practices and relationships to ensure that the revenue derived from the lodgers tax increase is being collected, retained and most appropriately spent for the purpose(s) of promoting and marketing travel, tourism and tourism related activities, as provided in Measure 2A.

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

The Recitals are incorporated herein and in consideration of the same the City Council extends the Travel and Tourism Memorandum of Understanding (Agreement) for up to an additional 6 months from the date of this Resolution (Second Extended Term). During the Second Extended Term the City Staff and the GJRASA and GGJSC will continue to meet and discuss amending and restating the Agreement as deemed necessary or required to confirm certain operational practices and relationships to ensure that the revenue derived from the lodgers tax increase is being collected, retained and most appropriately allocated and spent for the purpose(s) of promoting and marketing travel, tourism and tourism related activities, as provided in Measure 2A and Resolution 45-18 as amended.

PASSED and ADOPTED this 18<sup>th</sup> day of June 2025.

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

Attest:  
\_\_\_\_\_  
Selestina Sandoval  
City Clerk





## Grand Junction City Council

### Regular Session

Item #4.g.

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**Meeting Date:** June 18, 2025

**Presented By:** Randi Kim, Utilities Director, John Shaver, City Attorney

**Department:** Utilities

**Submitted By:** Jamie B. Beard

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### **Information**

#### **SUBJECT:**

Resolution Authorizing Two Leases for Dry Grazing of Sheep and/or Goats on portions of City Property to Zane Baldwin

#### **RECOMMENDATION:**

The City Council Property Committee considered the leases and the committee and the Staff recommend favorable consideration and approval by City Council.

#### **EXECUTIVE SUMMARY:**

The City of Grand Junction has leased the properties described within the proposed leases for dry grazing purposes for many years. Zane Baldwin requested to lease the properties. He has leased the land referred to as Property B off and on since 2020. He utilized Property A as a subtenant under the previous lease that the City had with Sally Marie Smith.

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

The dry grazing leases are for City property that is located south and west of Highway 50 south of Whitewater. The City owns a total of 471 acres in this area. Property A proposed for lease, contains approximately 190 acres, and Property B contains approximately 240 acres. The City purchased the property in 1954 from C.V. Hallenbeck for the appurtenant water rights. The Hallenbeck purchase included several hundred acres ranging from semi-arid properties near Whitewater to irrigated sub-alpine lands in the Kannah Creek, Purdy Mesa, and Grand Mesa areas. All water rights acquired from Hallenbeck were promptly converted to allow dual use for either agricultural or municipal purposes.

The City has retained ownership of the lands to allow the City to participate in actions that may affect the use and value of the land and water rights.



Each lease is for a one-year term beginning May 1, 2025, through April 30, 2026. Each lease may be renewed for two following terms of one year each, as long as Mr. Baldwin has been compliant with the terms and the City has not chosen to otherwise terminate the lease. It is possible that only one of the leases would continue, and that is the basis for there being a separate lease for the two properties. Termination may occur at the City's sole discretion with a six-month notice. The rent is \$400.00 annually for each lease and the amount was calculated based on the maximum allowed animal units that may graze on the properties.

City staff reviewed the leases with the City Council Property Committee. Staff have good relations with Mr. Baldwin and believe that he has fulfilled each and every duty and obligation under previous leases. The Committee and staff recommend the City enter into the leases.

The City has considered other possible uses for the City lands and is still evaluating those possibilities, including the application of biosolids. The lease terms were set with this in mind and Mr. Baldwin is aware that the City may not renew for a second or third term if the land is needed for other purposes.

**FISCAL IMPACT:**

The lease revenue of \$400 annually for each lease at a total of \$800.00 shall be included in the water fund.

**SUGGESTED MOTION:**

I move to (adopt and approve/not adopt and not approve) Resolution No. 34-25, a resolution authorizing the City Manager to lease Property A and Property B to Zane Baldwin under the terms included in the leases attached to the resolution.

**Attachments**

1. Lease - 2025 - Dry Grazing Property A- Whitewater - Zane Baldwin - 033025
2. Lease - 2025 - Dry Grazing Property B- Whitewater - Zane Baldwin - 033025
3. RES-Baldwin Dry Grazing Lease 20250613



## DRY GRAZING LEASE AGREEMENT

This Dry Grazing Lease Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Zane Baldwin, hereinafter referred to as "Lessee".

### Recitals.

A. The City is the owner of certain real property in the County of Mesa, State of Colorado, as described on **Exhibit "A"** including Dry-Grazing Lease for Property A attached hereto and incorporated herein by reference, hereinafter referred to as "the Property".

B. Lessee desires to lease from the City the dry grazing rights associated with the Property under the terms and conditions of this Dry Grazing Lease Agreement.

C. The City has agreed to lease the dry grazing rights associated with the Property to Lessee under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants and conditions contained herein, the parties hereto agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the dry grazing rights associated with the Property to Lessee, and Lessee hereby accepts and leases the dry grazing rights associated with the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property in accordance with the terms and conditions of this Agreement.

2. Term. The term of this Lease shall be for three, one-year terms, terminable in the City's sole discretion with six (6) month written advance notice of termination to Lessee at the address in paragraph 16. The first term is to commence on May 1, 2025, and shall continue through April 30, 2026, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of the Lessee as hereinafter set forth and in the event the City determines, at the City's sole discretion, to again lease the Property in accordance with provisions of this Lease, the City Manager may renew the Lease (Second Lease) with Lessee commencing on May 1, 2026, and expiring on April 30, 2027, at which time the Second Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of the Lessee as hereinafter set forth and in the event the City determines, at the City's sole discretion, to again lease the Property in accordance with provisions of this Lease, the City Manager may renew the Lease (Third Lease) with Lessee commencing on May 1, 2027, and expiring on April 30, 2028, at which time the third lease shall expire. If the Lessee has fully completed and fulfilled each and every covenant and condition through the third term of this Lease, then Lessee shall have the first right of refusal to lease the dry grazing rights to the Property if the City determines in its sole discretion to again lease the Property.

3. Reservations from Lease. The City reserves from this Lease and retains unto itself:

- a. all oil, gas coal and other minerals and mineral rights underlying and/or appurtenant to the Property;



- b. all hunting rights concerning the Property;
- c. all rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement;
- d. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for the conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may have to compensation, including claims for damages, as a result of any condemnation; and
- e. water and water rights, ditches and ditch rights which are or may have been appurtenant to and/or connected with the Property.

4. Rent and Taxes.

4.1 Lessee agrees to pay City, as rental for the Property, improvements and appurtenances, the total sum of \$400 per year. Payable as follows:

Lease Year	Total Due	May 1st Payment	December 1st Payment
2025 - 2026	\$ 400	\$ 200	\$ 200
2026 - 2027	\$ 400	\$ 200	\$ 200
2027 - 2028	\$ 400	\$ 200	\$ 200

Lessee may utilize one of the following options for making rent payments:

- a. Lessee may pay the amount due for each lease year in full on or before the payment due date for each lease year, or
- b. Lessee may make bi-annual payments which shall be computed by dividing the amount of the total rent due for each lease year by 2. In the event Lessee choose to make payments on a bi-annual basis, said payments shall be due and payable, in advance and without demand, on or before the 1st day of May and December during the term of this Dry Grazing Lease.
- c. All rent payments paid by Lessee to the City shall be delivered either by mail or personal delivery to:

City of Grand Junction Finance Department  
 Accounts Receivable  
 250 North 5th Street  
 Grand Junction, CO 81501-2668



All rent payments deposited by Lessee shall be clearly marked "City Property Dry Grazing Lease Payment for Property A".

d. The Lessee shall be obligated to pay any and all property taxes assessed because of the Lessee's possessory interest in the Property. Taxes shall be paid when due and shall not be unpaid/allowed to accrue as a lien against the Property. Taxes shall be paid to Mesa County Treasurer.

4.2 In the event rental and/or tax payments are not received on or before the specified due dates, subject to the provisions of Section 11, this Lease shall terminate without notice and the City may immediately retake possession of the Property.

5. Lessee's Use and Occupancy of the Property. Lessee's use and occupancy of the Property shall be specifically limited to livestock dry grazing purposes and for no other purposes whatsoever. The amount(s) of livestock allowed on the Property shall not at any time exceed eighteen (18) Animal Units per Month ("AUM"). For this Agreement, the total number of mature sheep or goats is 90 for 18 Animal Units per month. Lessee shall not use or occupy the Property nor allow any other person to use or occupy the Property for any purpose prohibited by this Agreement or by the applicable laws of the United States of America, the State of Colorado, the County of Mesa or any other governmental authority or any jurisdiction having authority over uses and activities conducted upon the Property.

6. Specific Duties and Obligations of Lessee. As consideration for the lease of the dry grazing rights associated with the Property, Lessee shall, at no cost or expense to the City:

6.1 Install, maintain and repair all fences and gates in a manner that will contain livestock. Lessee may install locks on all gates, provided, however, that Lessee shall provide the City with lock combinations and/or copies of keys to all locks installed by Lessee;

6.2 Maintain all aspects of the Property and keep the Property in a clean, safe and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules and orders.

6.3 Timely pay all real estate, use and possessory taxes which may be levied upon and against the Property and any taxes or assessments levied against the livestock and other personal property of Lessee or any other leasehold interest acquired by Lessee under this Agreement.

6.4 Forever waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of Lessee or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any other person; and to indemnify, defend and hold the City and the City's officers, employees, agents and assets harmless from any and all fines, suits, procedures, claims, damages, actions, costs and expenses of every kind, and all costs associated therewith {including the costs and fees of attorneys, consultants and experts) in any manner arising out of or resulting from Lessee's use, occupancy, maintenance and improvement of the Property.



6.5 Not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation and storage of any hazardous, toxic or regulated substance or material, including, but not limited to, herbicides, pesticides and petroleum products. Lessee agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any

such material or substance shall be reported immediately to the City. Lessee further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessee.

6.6 Purchase and at all times during the term of this lease maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City and the City's officers, employees, agents and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property, including Lessee. Such insurance policy(ies) shall have terms and amounts approved by the City's Manager. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of Five Hundred Thousand Dollars (\$500,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "The City of Grand Junction, its officers, employees, agents and assets" as additional insureds. If a policy required by this Lease and approved by the City's Manager's is not at all times in full force and effect during the term of this Lease, this Lease shall automatically terminate.

6.7 Care for Lessee's livestock in the highest standard of care and in a manner that will not over-graze the Property or otherwise cause deterioration of or destruction to the Property. Lessee shall comply with all applicable regulations of the United States Department of Agriculture, Livestock laws and regulations of the State of Colorado, and any and all federal, state and county laws, ordinances and regulations which are applicable to the area in which the Property is located.

7. Use of Chemicals on the Property. Lessee shall not apply any chemicals on the Property, including, but not limited to, fertilizers, herbicides and pesticides, without the prior written consent of the City. Lessee shall at all times keep the City advised of chemicals used and/or stored on the Property, and shall further comply with all applicable rules, laws, regulations and orders, either now in force or hereinafter enacted, regulating the storage, use, application, transportation and disposal of any such chemicals.

## 8. Hazardous Substances.

8.1 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.

8.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

- 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.

## 9. Environmental Clean-Up.

9.1 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 fails 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.

9.2 Lessee shall indemnify, defend and hold the City, its officers, employees, agents and assets 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.

#### 10. Condition of the Property.

10.1 Lessee affirms that Lessee has inspected the Property and has received the Property in good order and condition. Lessee further affirms that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purposes of Lessee.

10.2 In the event the Property is damaged due fire, flood or any other act of nature or casualty, or if the Property is damaged to the extent that it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's sole and absolute risk.

#### 11. Default, Sublet Termination.

11.1 Should Lessee: (a) default in the performance of Lessee's agreements, duties or obligations set forth under this Agreement 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) suffer death, or (d) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, the City may, at the City's option, 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), fees, assessments 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 of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

11.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term, condition, duty or obligation of this 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 subsequent similar default, but rather, Lessee's rights shall, with respect to a subsequent similar default terminate upon the giving of notice by the City.

11.3 Lessee shall not assign or sublease this Lease or any right or privilege connected therewith, or allow any other person, except as provided herein and except the employees of Lessee, to occupy the Property or any part thereof. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessee shall be

void and shall, at the option of the City, 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 of the City.

12. Option to Extend Lease If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of the City, and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights to the Property at the expiration of the term as set forth in paragraph 2, the City hereby grants to Lessee an option to extend this Lease for two (2) additional one (1) year periods, commencing on May 1, and expiring on April 30, upon the same terms and conditions of this Agreement or upon such other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for an additional term, Lessee shall, on or before October 15, of each year, give written notice to the City of Lessee's desire and intention to lease the dry grazing rights associated with the Property for a second term.

### 13. Miscellaneous Provisions.

13.1 The City, by entering into this Dry Grazing Lease Agreement, does not part with its entire possession of the Property, but only so far as is necessary to enable Lessee to use and occupy the Property and to carry out the duties, obligations, terms and provisions of this Agreement. The City reserves the right to at reasonable times have its officers, employees and agents enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of the City's interests therein.

13.2 It is expressly agreed that this Lease is one of lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessee. Lessee shall keep the Property free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall save, indemnify and hold the City and the City's officers, employees, agents and assets 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 duties, obligations, terms and conditions of this



Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule 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 and the City's officers, employees, agents and assets 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.

13.3 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. Lessee agrees to defend, Indemnify and hold the City 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 or in connection with this Lease.

13.4 Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessee's interest in any portion of the Property.

13.5 Unless otherwise agreed to by the parties in writing, all improvements placed upon, under or about the Property or attached to the Property by Lessee shall be and become part of the Property and shall be the sole and separate property of the City upon the expiration or termination of this Lease.

14. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Property to City in good order, condition and state of repair. In the event Lessee fails, for whatever reason, to vacate and peaceably surrender the Property upon the expiration or termination of this Lease, 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.

15. Enforcement, Partial Invalidity, Governing Law.

15.1 In the event the City uses its Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including the costs of any experts.

15.2 The invalidity of any portion of this Dry Grazing Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

15.3 This Lease 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 herein shall be in Mesa County, Colorado.

16. Notices. All notices to be given with respect to this Agreement shall be in writing



delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or by courier service, as follows:

To the City:

City of Grand Junction  
Attn: Water Services Manager  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

With Copy to:

City of Grand Junction  
Attn: City Attorney  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

To Lessee:

Zane Baldwin  
3223½ B¼ Rd.  
Grand Junction, CO 81503

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

17. Legal Counsel / Ambiguities. The City and Lessee have each obtained the advice of its/their own legal and tax counsel regarding this Agreement or has knowingly declined to do so. Therefore, the parties agree that the rule of construing ambiguities against the drafter shall have no application to this Agreement.

18. Total Agreement: Applicable to Successors. This Dry Grazing Lease Agreement contains the entire agreement between the parties. All representations made by any officer, agent or employee of either party, unless included herein, are null and void and of no effect. Except for automatic expiration or termination, this Agreement may not be changed, altered or modified except by a written instrument subsequently executed by both parties. This Dry Grazing Lease Agreement and the duties, obligations, terms and conditions hereof apply to and shall be binding upon the respective heirs, successors and authorized assigns of both parties.

Attest:

The City of Grand Junction,  
a Colorado home rule municipality

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Michael Bennett, City Manager

Lessee:

\_\_\_\_\_  
Zane Baldwin



**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY A**  
**FOR DRY-GRAZING LEASE**

**Dry-Grazing Lease Property A**

Township 2 South, Range 1 East of the Ute Meridian:

In Section 23: The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , AND ALSO, commencing at a point which is 90.0 feet South of the Northwest corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence North to the Northwest corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence East a distance of 1320.0 feet to the Northeast corner of the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of said Section 23; thence South a distance of 630.0 feet to a point on the East line of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence Northwesterly in a straight line to the Point of Beginning,

AND ALSO

In Section 24: The SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , and the East 25.0 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ,

AND ALSO,

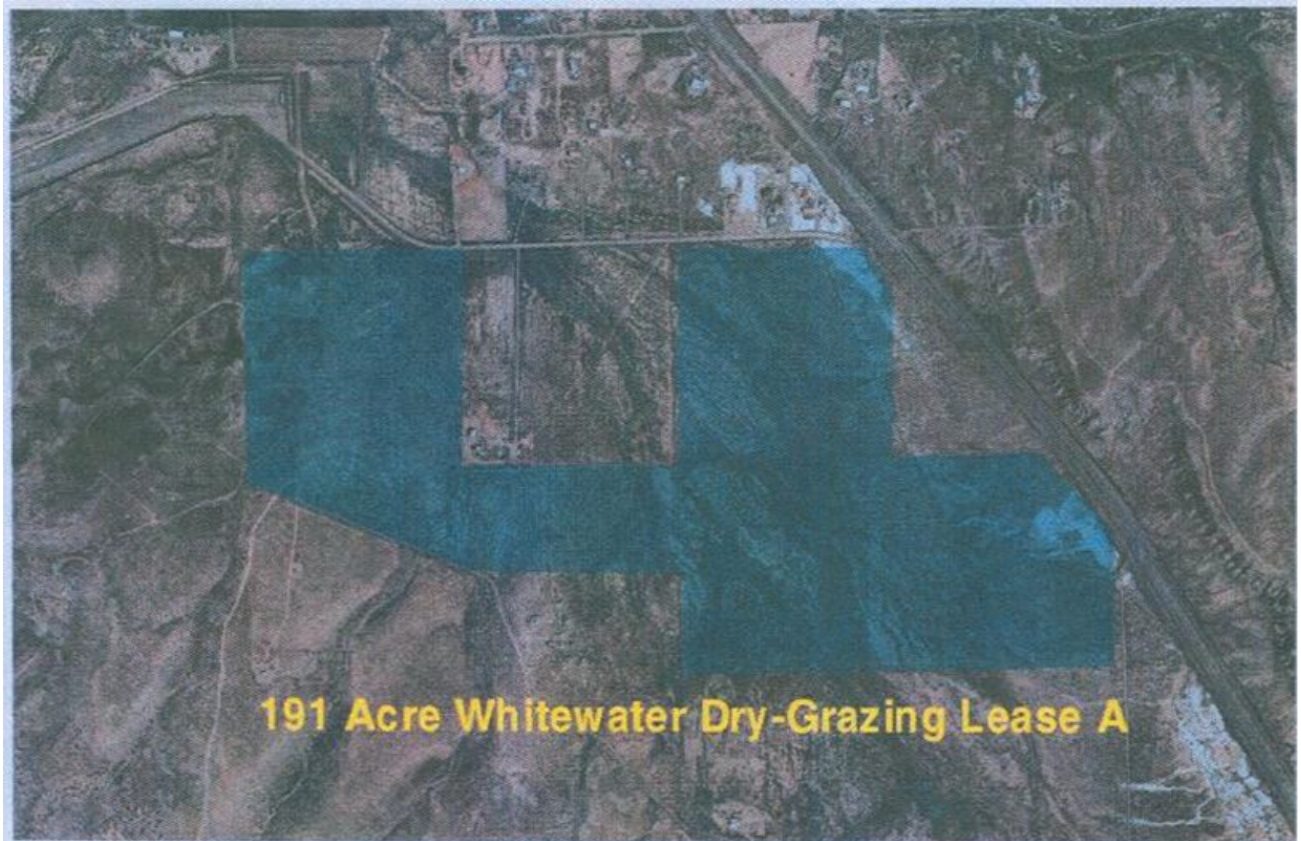
A nonexclusive easement for ingress and egress purposes which is more particularly described as follows: The South 35.0 feet of Lots 30 through 36 of Meserve Fruit Tracts lying South and West of U.S. Highway No. 50,

AND ALSO,

A strip of land 50.0 feet in width lying South and West and adjacent to the Southwesterly right-of-way line for U.S. Highway No. 50, said strip of land being across Lots 35 and 36 of Meserve Fruit Tracts, excepting therefrom the North 25.0 feet of the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of said Section 24.

All in the County of Mesa, State of Colorado





DRAFT



## DRY GRAZING LEASE AGREEMENT

This Dry Grazing Lease Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Zane Baldwin, hereinafter referred to as "Lessee".

### Recitals.

A. The City is the owner of certain real property in the County of Mesa, State of Colorado, as described on **Exhibit "A"** including Dry-Grazing Lease for Property B attached hereto and incorporated herein by reference, hereinafter referred to as "the Property".

B. Lessee desires to lease from the City the dry grazing rights associated with the Property under the terms and conditions of this Dry Grazing Lease Agreement.

C. The City has agreed to lease the dry grazing rights associated with the Property to Lessee under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants and conditions contained herein, the parties hereto agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the dry grazing rights associated with the Property to Lessee, and Lessee hereby accepts and leases the dry grazing rights associated with the Property from the City, for the term stated in paragraph 2 below and for the specific purposes and duties of maintaining all aspects of the Property in accordance with the terms and conditions of this Agreement.

2. Term. The term of this Lease shall be for three, one-year terms, terminable in the City's sole discretion with six (6) month written advance notice of termination to Lessee at the address in paragraph 16. The first term is to commence on May 1, 2025, and shall continue through April 30, 2026, at which time this Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of the Lessee as hereinafter set forth and in the event the City determines, at the City's sole discretion, to again lease the Property in accordance with provisions of this Lease, the City Manager may renew the Lease (Second Lease) with Lessee commencing on May 1, 2026, and expiring on April 30, 2027, at which time the Second Lease shall expire; provided, however, that in the event Lessee shall fully and completely fulfill each and every covenant, condition, duty and obligation of the Lessee as hereinafter set forth and in the event the City determines, at the City's sole discretion, to again lease the Property in accordance with provisions of this Lease, the City Manager may renew the Lease (Third Lease) with Lessee commencing on May 1, 2027, and expiring on April 30, 2028, at which time the third lease shall expire. If the Lessee has fully completed and fulfilled each and every covenant and condition through the third term of this Lease, then Lessee shall have the first right of refusal to lease the dry grazing rights to the Property if the City determines in its sole discretion to again lease the Property.

3. Reservations from Lease. The City reserves from this Lease and retains unto itself:

- a. all oil, gas coal and other minerals and mineral rights underlying and/or appurtenant to the Property;



- b. all hunting rights concerning the Property;
- c. all rights to grant, sell, bargain, convey and dedicate any ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Agreement;
- d. the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for the conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may have to compensation, including claims for damages, as a result of any condemnation; and
- e. water and water rights, ditches and ditch rights which are or may have been appurtenant to and/or connected with the Property.

4. Rent and Taxes.

4.1 Lessee agrees to pay City, as rental for the Property, improvements and appurtenances, the total sum of \$400 per year. Payable as follows:

Lease Year	Total Due	May 1st Payment	December 1st Payment
2025 - 2026	\$ 400	\$ 200	\$ 200
2026 - 2027	\$ 400	\$ 200	\$ 200
2027 - 2028	\$ 400	\$ 200	\$ 200

Lessee may utilize one of the following options for making rent payments:

- a. Lessee may pay the amount due for each lease year in full on or before the payment due date for each lease year, or
- b. Lessee may make bi-annual payments which shall be computed by dividing the amount of the total rent due for each lease year by 2. In the event Lessee choose to make payments on a bi-annual basis, said payments shall be due and payable, in advance and without demand, on or before the 1st day of May and December during the term of this Dry Grazing Lease.
- c. All rent payments paid by Lessee to the City shall be delivered either by mail or personal delivery to:

City of Grand Junction Finance Department  
Accounts Receivable  
250 North 5th Street  
Grand Junction, CO 81501-2668



All rent payments deposited by Lessee shall be clearly marked "City Property Dry Grazing Lease Payment for Property B".

d. The Lessee shall be obligated to pay any and all property taxes assessed because of the Lessee's possessory interest in the Property. Taxes shall be paid when due and shall not be unpaid/allowed to accrue as a lien against the Property. Taxes shall be paid to Mesa County Treasurer.

4.2 In the event rental and/or tax payments are not received on or before the specified due dates, subject to the provisions of Section 11, this Lease shall terminate without notice and the City may immediately retake possession of the Property.

5. Lessee's Use and Occupancy of the Property. Lessee's use and occupancy of the Property shall be specifically limited to livestock dry grazing purposes and for no other purposes whatsoever. The amount(s) of livestock allowed on the Property shall not at any time exceed eighteen (18) Animal Units per Month ("AUM"). For this Agreement, the total number of mature sheep or goats is 90 for 18 Animal Units per month. Lessee shall not use or occupy the Property nor allow any other person to use or occupy the Property for any purpose prohibited by this Agreement or by the applicable laws of the United States of America, the State of Colorado, the County of Mesa or any other governmental authority or any jurisdiction having authority over uses and activities conducted upon the Property.

6. Specific Duties and Obligations of Lessee. As consideration for the lease of the dry grazing rights associated with the Property, Lessee shall, at no cost or expense to the City:

6.1 Install, maintain and repair all fences and gates in a manner that will contain livestock. Lessee may install locks on all gates, provided, however, that Lessee shall provide the City with lock combinations and/or copies of keys to all locks installed by Lessee;

6.2 Maintain all aspects of the Property and keep the Property in a clean, safe and healthy condition and in compliance with all applicable codes, ordinances, regulations, rules and orders.

6.3 Timely pay all real estate, use and possessory taxes which may be levied upon and against the Property and any taxes or assessments levied against the livestock and other personal property of Lessee or any other leasehold interest acquired by Lessee under this Agreement.

6.4 Forever waive and forego any claim, cause of action or demand Lessee may have against the City, its officers, employees, agents and assets for injury to or destruction of any property of Lessee or any other party that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Lessee or any other person; and to indemnify, defend and hold the City and the City's officers, employees, agents and assets harmless from any and all fines, suits, procedures, claims, damages, actions, costs and expenses of every kind, and all costs associated therewith {including the costs and fees of attorneys, consultants and experts) in any manner arising out of or resulting from Lessee's use, occupancy, maintenance and improvement of the Property.



6.5 Not violate nor permit to be violated any code, rule, regulation or order pertaining to the use, application, transportation and storage of any hazardous, toxic or regulated substance or material, including, but not limited to, herbicides, pesticides and petroleum products. Lessee agrees that any spill, excessive accumulation or violation of any code, rule, regulation or order pertaining to the use, application, transportation and storage of any

such material or substance shall be reported immediately to the City. Lessee further agrees that all costs and responsibilities for cleaning, removing and abating any violation pursuant to this paragraph shall be borne solely by Lessee.

6.6 Purchase and at all times during the term of this lease maintain in effect suitable comprehensive general liability and hazard insurance which will protect the City and the City's officers, employees, agents and assets from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property, including Lessee. Such insurance policy(ies) shall have terms and amounts approved by the City's Manager. Such insurance shall not be cancelable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of Five Hundred Thousand Dollars (\$500,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "The City of Grand Junction, its officers, employees, agents and assets" as additional insureds. If a policy required by this Lease and approved by the City's Manager's is not at all times in full force and effect during the term of this Lease, this Lease shall automatically terminate.

6.7 Care for Lessee's livestock in the highest standard of care and in a manner that will not over-graze the Property or otherwise cause deterioration of or destruction to the Property. Lessee shall comply with all applicable regulations of the United States Department of Agriculture, Livestock laws and regulations of the State of Colorado, and any and all federal, state and county laws, ordinances and regulations which are applicable to the area in which the Property is located.

7. Use of Chemicals on the Property. Lessee shall not apply any chemicals on the Property, including, but not limited to, fertilizers, herbicides and pesticides, without the prior written consent of the City. Lessee shall at all times keep the City advised of chemicals used and/or stored on the Property, and shall further comply with all applicable rules, laws, regulations and orders, either now in force or hereinafter enacted, regulating the storage, use, application, transportation and disposal of any such chemicals.

## 8. Hazardous Substances.

8.1 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.

8.2 Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees or employees:

- 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.

## 9. Environmental Clean-Up.

9.1 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 fails 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.

9.2 Lessee shall indemnify, defend and hold the City, its officers, employees, agents and assets 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.

#### 10. Condition of the Property.

10.1 Lessee affirms that Lessee has inspected the Property and has received the Property in good order and condition. Lessee further affirms that the condition of the Property is sufficient for the purposes of Lessee. The City makes no warranties nor promises, either express or implied, that the Property is sufficient for the purposes of Lessee.

10.2 In the event the Property is damaged due fire, flood or any other act of nature or casualty, or if the Property is damaged to the extent that it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at Lessee's sole and absolute risk.

#### 11. Default, Sublet Termination.

11.1 Should Lessee: (a) default in the performance of Lessee's agreements, duties or obligations set forth under this Agreement 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) suffer death, or (d) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, the City may, at the City's option, 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), fees, assessments 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 of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

11.2 Except as otherwise provided for (automatic and immediate termination), if Lessee is in default in the performance of any term, condition, duty or obligation of this 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 subsequent similar default, but rather, Lessee's rights shall, with respect to a subsequent similar default terminate upon the giving of notice by the City.

11.3 Lessee shall not assign or sublease this Lease or any right or privilege connected therewith, or allow any other person, except as provided herein and except the employees of Lessee, to occupy the Property or any part thereof. Any attempted assignment, sublease or permission to occupy the Property conveyed by Lessee shall be

void and shall, at the option of the City, 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 of the City.

12. Option to Extend Lease If Lessee performs Lessee's duties and obligations pursuant to this Agreement to the satisfaction of the City, and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights to the Property at the expiration of the term as set forth in paragraph 2, the City hereby grants to Lessee an option to extend this Lease for two (2) additional one (1) year periods, commencing on May 1, and expiring on April 30, upon the same terms and conditions of this Agreement or upon such other terms and conditions which may hereafter be negotiated between the parties. In order to exercise Lessee's option for an additional term, Lessee shall, on or before October 15, of each year, give written notice to the City of Lessee's desire and intention to lease the dry grazing rights associated with the Property for a second term.

### 13. Miscellaneous Provisions.

13.1 The City, by entering into this Dry Grazing Lease Agreement, does not part with its entire possession of the Property, but only so far as is necessary to enable Lessee to use and occupy the Property and to carry out the duties, obligations, terms and provisions of this Agreement. The City reserves the right to at reasonable times have its officers, employees and agents enter into and upon the Property and every part thereof and to do such acts and things as may be deemed necessary for the protection of the City's interests therein.

13.2 It is expressly agreed that this Lease is one of lease and not of partnership. The City shall not be or become responsible for lost profits, lost opportunities or any debts contracted by Lessee. Lessee shall keep the Property free from any and all liens whatsoever, including, but not limited to, liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall save, indemnify and hold the City and the City's officers, employees, agents and assets 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 duties, obligations, terms and conditions of this



Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code, rule 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 and the City's officers, employees, agents and assets 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.

13.3 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. Lessee agrees to defend, Indemnify and hold the City 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 or in connection with this Lease.

13.4 Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security any of Lessee's interest in any portion of the Property.

13.5 Unless otherwise agreed to by the parties in writing, all improvements placed upon, under or about the Property or attached to the Property by Lessee shall be and become part of the Property and shall be the sole and separate property of the City upon the expiration or termination of this Lease.

14. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, peaceably surrender the Property to City in good order, condition and state of repair. In the event Lessee fails, for whatever reason, to vacate and peaceably surrender the Property upon the expiration or termination of this Lease, 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.

15. Enforcement, Partial Invalidity, Governing Law.

15.1 In the event the City uses its Attorney or engages an attorney to enforce the City's rights hereunder, Lessee agrees to pay any and all attorney fees, plus costs, including the costs of any experts.

15.2 The invalidity of any portion of this Dry Grazing Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

15.3 This Lease 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 herein shall be in Mesa County, Colorado.

16. Notices. All notices to be given with respect to this Agreement shall be in writing



delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or by courier service, as follows:

To the City:

City of Grand Junction  
Attn: Water Services Manager  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

With Copy to:

City of Grand Junction  
Attn: City Attorney  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501-2668

To Lessee:

Zane Baldwin  
3223½ B¼ Rd.  
Grand Junction, CO 81503

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

17. Legal Counsel / Ambiguities. The City and Lessee have each obtained the advice of its/their own legal and tax counsel regarding this Agreement or has knowingly declined to do so. Therefore, the parties agree that the rule of construing ambiguities against the drafter shall have no application to this Agreement.

18. Total Agreement: Applicable to Successors. This Dry Grazing Lease Agreement contains the entire agreement between the parties. All representations made by any officer, agent or employee of either party, unless included herein, are null and void and of no effect. Except for automatic expiration or termination, this Agreement may not be changed, altered or modified except by a written instrument subsequently executed by both parties. This Dry Grazing Lease Agreement and the duties, obligations, terms and conditions hereof apply to and shall be binding upon the respective heirs, successors and authorized assigns of both parties.

Attest:

The City of Grand Junction,  
a Colorado home rule municipality

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Michael Bennett, City Manager

Lessee:

\_\_\_\_\_  
Zane Baldwin



**EXHIBIT "A"**  
**DESCRIPTION OF "THE PROPERTY"**  
**Dry-Grazing Lease B**

The SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 25, Township 2 South, Range 1 East of the Ute Meridian,

AND ALSO

Lots 2 and 4 in Section 30, Township 2 South, Range 2 East of the Ute Meridian, subject to a 25-foot wide nonexclusive easement for ingress and egress purposes across Lot 2 in said Section 30, the center line of said easement being more particular described as follows: Beginning at a point on the South line of said Lot 2 from whence the Southeast corner of said Lot 2 bears East a distance of 180.0 feet; thence running Northeasterly to a point on the East line of said Lot 2 from whence the Southeast corner of said Lot 2 bears South a distance of 260.0 feet, said point being the Point of Terminus of said Easement, excepting therefrom right-of-way for U.S. Highway No. 50.

All in the County of Mesa, State of Colorado.





**240 Acre Whitewater Dry-Grazing Lease B**



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING TWO DRY GRAZING LEASES OF CITY  
PROPERTY TO ZANE BALDWIN**

**RECITALS:**

The City of Grand Junction is the owner of the following described real property situated in the County of Mesa, State of Colorado, to wit:

Property A:

Township 2 South, Range 1 East of the Ute Meridian:

In Section 23: The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , AND ALSO, commencing at a point which is 90.0 feet South of the Northwest corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence North to the Northwest corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence East a distance of 1320.0 feet to the Northeast corner of the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of said Section 23; thence South a distance of 630.0 feet to a point on the East line of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 23; thence Northwesterly in a straight line to the Point of Beginning,

AND ALSO,

In Section 24: The SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , and the East 25.0 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ,

AND ALSO,

A nonexclusive easement for ingress and egress purposes which is more particularly described as follows: The South 35.0 feet of Lots 30 through 36 of Meserve Fruit Tracts lying South and West of U.S. Highway No. 50,

AND ALSO,

A strip of land 50.0 feet in width lying South and West and adjacent to the Southwesterly right-of-way line for U.S. Highway No. 50, said strip of land being across Lots 35 and 36 of Meserve Fruit Tracts, excepting therefrom the North 25.0 feet of the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of said Section 24.



All in the County of Mesa, State of Colorado

AND

Property B:

The SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 25, Township 2 South, Range 1 East of the Ute Meridian,

AND ALSO,

Lots 2 and 4 in Section 30, Township 2 South, Range 2 East of the Ute Meridian, subject to a 25-foot wide nonexclusive easement for ingress and egress purposes across Lot 2 in said Section 30, the center line of said easement being more particular described as follows: Beginning at a point on the South line of said Lot 2 from whence the Southeast corner of said Lot 2 bears East a distance of 180.0 feet; thence running Northeasterly to a point on the East line of said Lot 2 from whence the Southeast corner of said Lot 2 bears South a distance of 260.0 feet, said point being the Point of Terminus of said Easement, excepting therefrom right-of-way for U.S. Highway No. 50.

All in the County of Mesa, State of Colorado.

Referred together hereafter as Properties.

The City Council deems it appropriate to lease the dry grazing rights associated with the above-described Properties to Zane Baldwin for three, one-year terms, terminable in the City's sole discretion with six months written advance notice of termination to Mr. Baldwin.

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

The City Manager is hereby authorized, on behalf of the City and as the act of the City, to execute the attached Dry Grazing Lease Agreements with Zane Baldwin for three, one-year terms, terminable in the City's sole discretion with six months written advance notice of termination to Mr. Baldwin. The first term for each Lease will commence May 1, 2025 and expire on April 30, 2026, at which time the Leases shall expire; provided, however, that in the event Mr. Baldwin performs all the required duties and obligations pursuant to the attached Agreements to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with either or both Properties at the expiration of the first one-year term, the City may extend to a second one-year term, subject to each and every



term contained in the attached Agreements. The second one-year term will commence May 1, 2026, and expire on April 30, 2027. In the event Mr. Baldwin performs all the required duties and obligations pursuant to the attached Agreements to the satisfaction of the City and if the City chooses, at its sole option and discretion, to again lease the dry grazing rights associated with either or both Properties at the expiration of the second one-year term, the City may extend to a third one-year term, subject to each and every term contained in the attached Agreements. The third one-year term would commence May 1, 2027, and expire on April 30, 2028. Mr. Baldwin may choose to extend terms to one or both leases if the City is agreeable under the terms of the attached Agreements.

PASSED, ADOPTED and APPROVED this 18<sup>th</sup> day of June 2025.

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Cody Kennedy  
President of City Council

ATTEST:

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Selestina Sandoval  
City Clerk



DRAFT





## Grand Junction City Council

### Regular Session

Item #5.a.i.

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**Meeting Date:** June 18, 2025  
**Presented By:** Ashley Chambers, Housing Manager  
**Department:** Community Development  
**Submitted By:** Ashley Chambers, Housing Manager

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### **Information**

#### **SUBJECT:**

An Ordinance to Lease 2.91 acres of City-Owned Property to the Volunteers of America for Affordable Housing and Authorizing the City Manager to Sign

#### **RECOMMENDATION:**

Staff recommends approval of the ordinance to lease 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 2.91 acres at the northwest corner of the 21.78-acre property known as "The Salt Flats" for the development of approximately 110 affordable rental housing units in two phases. Phase 1 will include 62 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 48 additional units, with details on population, timeline, and program specifics to be shared in the coming months.

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

Volunteers of America (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 2.91-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 approximately 62 units, 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 48 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.

**Salt Flats Project.** The VOA/MGL project is proposed to be the first site in the development of the full 21.78-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 21.78-acre Salt Flats site. In addition to VOA and MGL Partners, in partnership with the Grand Junction Housing Authority, the City has selected Brikwell, 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:**

There is no direct fiscal impact of this request.

**SUGGESTED MOTION:**

I move to (approve/deny) Ordinance 5262 authorizing the City Manager to Sign a Lease Agreement for 2.91 acres of City-Owned Property for the Volunteers of America for affordable housing development on final passage and order final publication in pamphlet form.

**Attachments**

1. ORD-Salt Flats VOA 20250611
2. Lease Agreement - VOA



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. \_\_\_\_

AN ORDINANCE LEASING 2.9 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, 2.9 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 4<sup>th</sup> 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 Volunteers of America National Service ("Lessee") or any successor to Lessee, whose legal address is 1660 Duke Street Alexandria, VA 22314 (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:

Beginning at the NW corner of said Lot 4, whence the NE corner of Lot 4 bears S89°49'36"E as a basis of bearing; running thence S89°49'36"E 430.00 feet along the north line of Lot 4; thence SOO°00'17"E 145.00 feet; thence N89°49'36"W 175.00 feet; thence SOO°00'17"E 252.00 feet; thence N89°49'36"W 255.00 feet to the west line of Lot 4; thence N00°00'17"W 397.00 feet along said west line to the NW corner of Lot 4 and the Point of Beginning. Parcel contains 2.91 acres. subject to final subdivision approval and less and except any roadways or rights of way dedicated to the City ("Property")

The Property consists of an approximately 2.91-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 of developing affordable rental housing on the Property in two phases (the "Project"). To facilitate development of the Project, Lessee will be applying for tax credits administered through the Colorado Housing and Finance Authority ("CHFA"). CHFA imposes certain requirements ("Ground Lease Requirements") upon any ground lease in which it will have a security 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 applied for a grant (the "Program Grant") from 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") 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 Grant 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 to this Lease and incorporated 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 its execution 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. In the event that Lessee fails to secure an award of tax credits from CHFA, site plan approval, or sufficient funding for the construction of the Project prior to the 7 year (seven) anniversary of the date of this Lease, Lessee may terminate this Lease by notice to the City, and thereafter all obligations of Lessee will cease except those specifically stated to survive the expiration of this Lease.

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

\$100 per annum

Rent shall be due and payable, without the City's demand, on or before each anniversary 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 Lease becomes effective. Should payment of Rent not be received by the City on or before such date, 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.

4. Use and Condition of the Property.

4.1 Lessee agrees that its use and occupancy of the Property and development of the Project 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 construct the Project and 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. 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.

4.6 All improvements currently existing on the Property or constructed on the Property by Lessee as permitted by this Lease shall be owned by Lessee for income tax purposes until expiration of the Term or sooner termination of this Lease. Lessee alone will be entitled to all of the tax attributes of such ownership including, without limitation, the right to claim depreciation or cost recovery deductions, and the right to claim Federal low income housing tax credits, and Lessee shall have the right to amortize capital costs and to claim any other Federal or state tax benefits attributable to the ownership of all improvements and renovations constructed on the Property.

4.7 All improvements on or to the Property (other than signs and personal property of Lessee located on the Property) shall become the City's property, free and clear of all encumbrances placed by or through Lessee, at the expiration of the Term or sooner termination of this Lease. No additional compensation shall be due Lessee from the City, with any value for such having been included in the Lease consideration.

4.8 The City will cooperate with Lessee to the extent that City's consent or signature is required to join in applications or agreements required by any governmental authority or the utilities serving the Project, and all documents, agreements, applications, and related documents required for the platting, construction, development, and operation of the Project, including any land use restriction agreements, provided that such actions by the City shall be at no cost or liability to the City.

5. Non-Liability of the City for Damage. The City shall not be liable for 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 except as results from the gross negligence or willful misconduct of the City.

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, but excluding any substance in quantities consistent with residential household usage.

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 any case 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 and 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 occurring during the Term and arising from Lessee's, its agents', guests', invitees', contractors', licensees' or employees' use of 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. Lessee shall execute all of the aforementioned 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 Area Median Income ("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 8.2 shall be deemed a default under the terms of this Lease Agreement entitling the City to terminate this Lease as to any undeveloped portion of the Property and reversion of that portion of the Property to the City, at the City's sole discretion and as its sole remedy.

8.5 Lessee may request in writing, and the City may grant in its commercially reasonable 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 is obligated to report the necessary information to the City.

9.2 Reports from Lessee to the City shall be due on the 15<sup>th</sup> day 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 by this reference.

9.3 The City may also request additional reporting to ensure compliance with Proposition 123 and may conduct periodic audits in its discretion and 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 Lessee and City referenced in Recital B above are enumerated in the attached **Exhibit D**, which is incorporated into this Lease Agreement by this reference. Such provisions will be binding on Lessee and the City and the rights of CHFA included therein will run to the benefit of CHFA or any other construction or permanent lender selected by Lessee. To the extent there is a conflict between the terms of Exhibit D and this Lease, the terms of Exhibit D will control.

#### 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](http://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 ninety (90) 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 immediately enter and take possession of the Property 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 personal property and personnel of Lessee and store Lessee's personal 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 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. Notwithstanding the foregoing, City agrees not to exercise this right as to any portion of the Property that has been awarded tax credits during any "compliance period" (as defined under Section 42 of the Internal Revenue Code of 1986, as amended).

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 shall, 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 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 Notwithstanding Section 12.3, Lessee may at any time, and from time to time, enter into dwelling leases with residential tenants and subject the leasehold estate, and any or all of Lessee's improvements situated on the Property, to one or more mortgages, deeds of trust, security agreements, or financing statements as security for a loan or loans or other obligation of Lessee (each a "Leasehold Mortgage"), provided that Lessee shall give Landlord notice of such Leasehold Mortgage. Notwithstanding anything to the contrary, the parties hereto agree that the City's consent shall not be required for (a) the removal and replacement of Lessee's general partner by any Lessee investor limited partner, or (b) the transfer by Lessee's investor limited partner of its interest in Lessee.

12.5 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 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. 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Email: [ ]

With Copies to:  
City of Grand Junction  
City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Email: [ ]

To the Lessee:  
c/o Volunteers of America National Services  
1660 Duke Street  
Alexandria, VA 22314  
Attn:[ ]  
Email: [ ]

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 attempted delivery is made; 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 Property and to do such acts and things as may be deemed necessary for protection of the City's interests therein, provided that City may not enter into any residential unit in the Project without prior notice to the tenant of such unit (except in the event of emergency).

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.

22. Short Form. The City and Lessee will record a Short Form of this Lease in the public records of Mesa County.

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:  
Volunteers of America National Service**

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

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_



**EXHIBIT A**  
**Legal Description**

A parcel of land located in Lot 4 of the Grand View Commons Subdivision as recorded at Reception No. 3105054 in the Mesa County Clerk and Records office, situated in the SW1/4NW1/4 of Section 18, Township 1 South, Range 1 East, of the Ute Meridian, Grand Junction, Mesa County, Colorado, described as:

Beginning at the NW corner of said Lot 4, whence the NE corner of Lot 4 bears S89°49'36"E as a basis of bearing; running thence S89°49'36"E 430.00 feet along the north line of Lot 4; thence S00°00'17"E 145.00 feet; thence N89°49'36"W 175.00 feet; thence S00°00'17"E 252.00 feet; thence N89°49'36"W 255.00 feet to the west line of Lot 4; thence N00°00'17"W 397.00 feet along said west line to the NW corner of Lot 4 and the Point of Beginning.

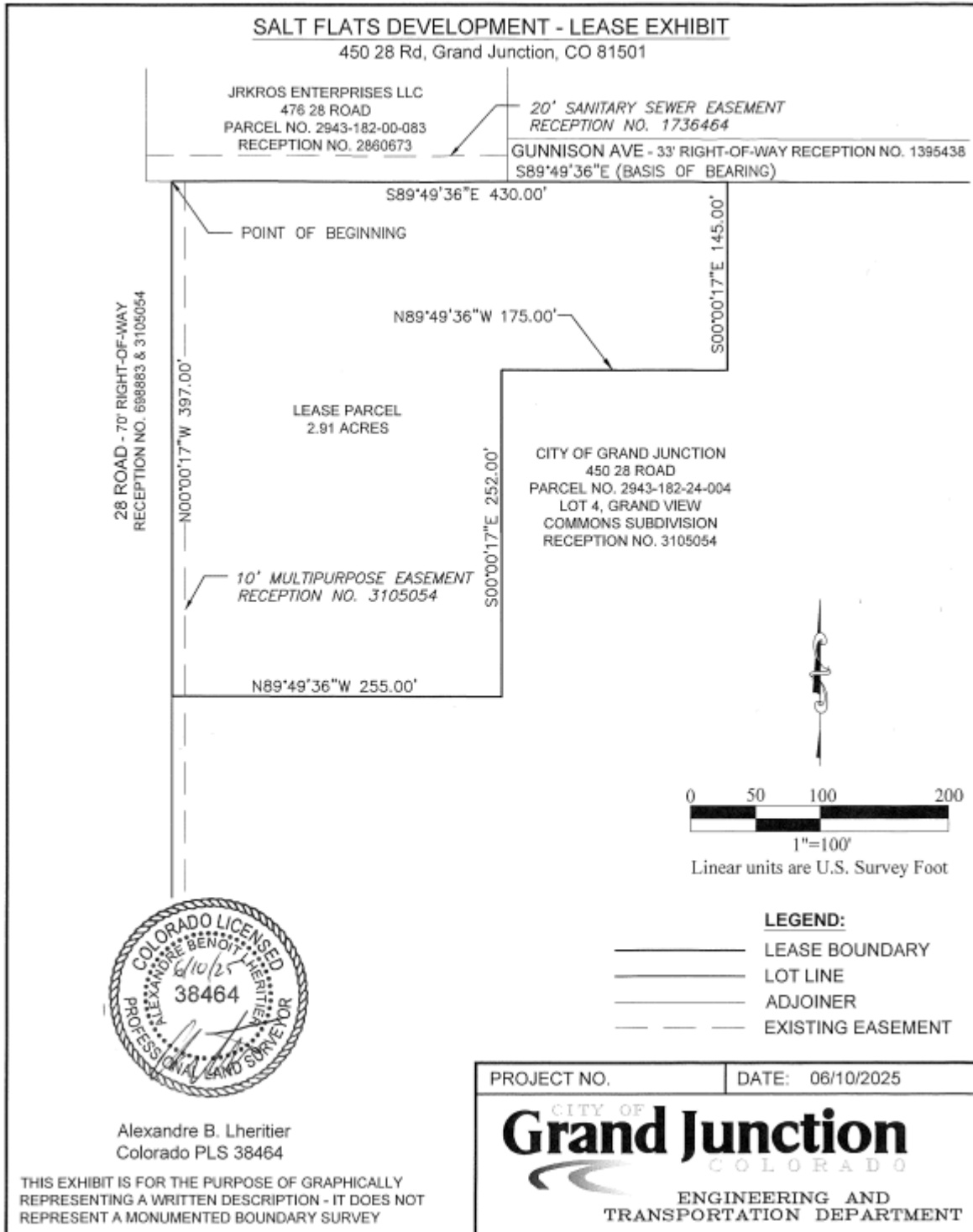
Parcel contains 2.91 acres.

Description prepared by:  
Alexandre B. Lheritier, PLS 38464  
City of Grand Junction  
244 N. 7<sup>th</sup> St.  
Grand Junction, CO 81051





# EXHIBIT B





**EXHIBIT C**  
**CHFA Agreement**

DRAFT





denver

1981 Blake Street  
Denver, CO 80202

303.297.chfa (2432)  
800.877.chfa (2432)

PO Box 60  
Denver, CO 80201

800.659.2656 tdd  
www.chfainfo.com

western slope

348 Main Street  
Grand Junction, CO 81501

970.241.2341  
800.877.8450

**AFFORDABLE HOUSING FINANCING FUND  
LAND BANKING PROGRAM**

**AMENDED AND RESTATED GRANT COMMITMENT**

November 26, 2024

**Via Email Only**

City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501  
Attention: Ashley Chambers  
Email: [ashleyc@gjcity.org](mailto:ashleyc@gjcity.org)

Re: Grant in the amount of \$2,200,000

Dear Ms. Chambers:

Colorado Housing and Finance Authority (“**Authority**”) has been retained by the Colorado Office of Economic Development and International Trade (“**OEDIT**”) as the administrator of the Affordable Housing Financing Fund (“**Fund**”). The Fund was created by the Affordable Housing Statute (CRS 29-32-101 et seq) (“**Statute**”) which was voted on and approved by Colorado voters in a November 2022 ballot measure commonly known as Proposition 123. The Land Banking Program (“**Program**”), as part of Proposition 123, provides funding for the acquisition and preservation of land for the development of affordable rental housing, affordable homeownership, and/or mixed commercial use (if the predominate use is affordable housing).

The Authority hereby notifies you of its approval of your request for a grant (“**Grant**”) for the Project (as hereinafter defined) under the Program. As used herein, the “**Project**” shall refer to the acquisition of land for, and the development of at least three hundred twenty-four (324) units as part of, the Salt Flats Project, which is Grand View Commons Subdivision, Lot 4, an approximate 21.45 acres of the SW4NW4 SEC 18 1S 1E EXC E 25FT FOR RD EXC PORTION ON S END LYING IN HWY 6 + 24, Common address: 450 28 RD. The Project must comply with the terms and conditions provided herein, the Program Guidelines (as defined below), and the Statute, as applicable.

This grant commitment (“**Commitment**”) is subject to the terms and conditions of the Land Banking Program Guidelines issued September 18, 2023 (“Program Guidelines”), and to the terms and conditions contained herein.

1. Grantee. City of Grand Junction, Colorado.



Amended and Restated Grant Commitment  
City of Grand Junction  
December 2, 2024

2. Grant. The grant shall be in an amount not to exceed Two Million Two Hundred Thousand and no/100 Dollars (\$2,200,000), provided that the final grant amount shall be determined after the Authority reviews a satisfactory appraisal of the land being acquired in connection with the Project (21.45 acres) (in accordance with the Authority’s appraisal guidelines, to be ordered by the Grantee at Grantee’s expense). The final grant amount may be lower than the amount set forth above based on the Authority’s review of such appraisal.
3. Milestones. As a condition of the Grant, Grantee must meet the following milestones:
  - a. Initial Milestones. Within five (5) years of the Grant closing (“**Initial Deadline**”), the Project must be properly zoned for the proposed Project use, and a development plan (per the Development Plan Appendix published in the Land Banking Program Guidelines August 21, 2024) contemplating the construction of at least three hundred twenty-four (324) units in connection with the Project must be submitted to and approved by the Authority (collectively, “**Initial Milestones**”); and
  - b. Final Milestones. Within ten (10) years of the Grant closing (“**Final Deadline**”), the Project must obtain all necessary permits, and the Grantee must close and receive funding for one or more construction loans, grants or other financing sources in an amount needed to complete at least three hundred twenty-four (324) units in connection with the Project on or before the expiration of ten (10) years from the Grant closing date (collectively, the “**Final Milestones**”). The Initial Milestones and Final Milestones are collectively referred to herein as the “**Milestones**”.

Failure to meet the Initial Milestones or Final Milestones could impact future award(s) under the Program.
4. Grant Repayment. Grantee must repay the Grant in full if the Authority determines that Grantee failed to timely and properly meet each of the Milestones. If the Initial Milestones are not timely or properly met, then repayment is due within six (6) months of the Initial Deadline. If the Final Milestones are not timely or properly met, then repayment is due within six (6) months of the Final Deadline. If the Grant is repaid in full prior to the Final Deadline, the Restrictive Covenant (defined below) will be released and the Program’s restrictions on the Project’s use will terminate.
5. Grant Fees. The Grantee shall pay any and all of the Authority’s and OEDIT’s third-party costs, including but not limited to, attorneys fees and costs, title company premiums and closing fees, environmental search charges, recording costs, and UCC search charges, as applicable (“**Closing Costs**”).
6. Commitment Expiration. May 31, 2025.



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7. Program Requirements. Grantee must meet all Program requirements including, but not limited to the following:
  - a. Reporting. Grantee must comply with the Program reporting requirements described on Exhibit B.
  - b. Grantee Eligibility. Grantee must be either a local or tribal government.
  - c. Project Eligibility. The Project must be developed as affordable rental housing, affordable for sale housing, or commercial mixed use with a residential component. The Predominate Use (as hereinafter defined) of the total site must be affordable housing consistent with the income requirements set forth in paragraph 8.b. of this Commitment, though commercial uses, market rate or non-restricted housing or rent restricted housing above 60% area median income (“**AMI**”) may be included in the remaining space. “**Predominate Use**” as used herein means at least 70% of the improved square footage or units on the 21.45 acres comprising the Project, unless otherwise agreed to in writing by the Authority. The commercial use of a mixed-use project must be compatible with the affordable housing use and must be approved by the Authority in advance in the Authority’s sole discretion.
  - d. Environmental Sustainability Requirements. The Project must meet environmental sustainability requirements as more fully set forth in Paragraph 10.b.
  - e. Restrictive Covenant. A restrictive covenant as set forth in Paragraph 8 (“**Restrictive Covenant**”) shall be recorded against the Project at the closing of the Grant.
8. Restrictive Covenant. A Restrictive Covenant shall be recorded against the Project in the official records of the county where the Project is located at the closing of the Grant. All covenants and payment liens shall be subordinate to the Authority’s Restrictive Covenant. The Restrictive Covenant shall include, but not be limited to, the following provisions:
  - a. Affordability Term.
    - (i) The Restrictive Covenant will be required to remain of record so long as the Grant remains outstanding. The Restrictive Covenant may be released if the Grant is repaid.
    - (ii) If the Project as developed includes rental units, the Restrictive Covenant shall restrict the affordability of such rental housing units as set forth in paragraph 8.b below for at least 40 years after the final improvements are constructed and have received a permanent certificate of occupancy, unless otherwise agreed to by the Authority.



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- (iii) If the Project as developed includes homeowner units, the Restrictive Covenant will restrict the homeowner units to remain affordable as set forth in paragraph 8.b below for at least 40 years after the final improvements are constructed and have received a permanent certificate of occupancy, through a ground lease or similar structure each as approved by the Authority, unless otherwise agreed to by the Authority.
    - (iv) The Project may request a reduction to the term of the Covenant as stated in 8.a.(ii) and/or 8.a.(iii) to twenty (20) years by providing a market analysis that supports such reduction. The Authority may grant or deny this request in the Authority's sole discretion.
  - b. AMI. If the Project includes rental units, then the annual income of such households to meet the Affordability requirements may not exceed 60% AMI. If the Project includes homeowner units, then the annual income of such households to meet the Affordability requirements may not exceed 100% AMI.
  - c. Other Conditions. The Restrictive Covenant shall include the requirements set forth in paragraph 7.c. of this Commitment.
9. Documents. The Authority will prepare the closing documents and coordinate the closing with Grantee as set forth herein. Exhibit A to this commitment lists certain documents that: (i) must be provided by the Grantee to the Authority prior to closing ("**Pre-closing Documents**"); and (ii) must be signed and delivered by the Grantee to the Authority at closing ("**Closing Documents**"). The Pre-Closing Documents must be delivered to the Authority by the Grantee in form satisfactory to the Authority.

When the Pre-Closing Documents have been received and approved by the Authority, the Authority will prepare the Closing Documents for review by the Grantee and schedule a closing date, which will be no sooner than ten (10) business days after receipt of complete and satisfactory Pre-Closing Documents and satisfaction of all closing conditions to be completed prior to Closing.

10. Closing; Source of Funds and Condition of Funding. As a condition precedent to the closing of the Grant, all conditions hereunder shall have been met, each of the Pre-Closing Documents shall be received, reviewed and approved by the Authority, and each of the Closing Documents listed in Exhibit A, in form and substance satisfactory to the Authority, in its sole discretion, shall be executed and delivered to the Authority. In addition, at the Closing, the Grantee shall pay Closing Costs by wire transfer. The Authority reserves the right at all times to decline to close the Grant if the Authority determines, in its sole judgment, that the Grantee or the Grant does not strictly conform to the requirements of this Commitment, the Program, the Program Guidelines, any related requirements of OEDIT or the Authority and any and all other applicable legal and regulatory requirements



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relating to Proposition 123 or otherwise (“Regulations”). Further, the Grant will be funded with Program funds. If all or a portion of the Program funds allocated for the Grant (“Funds”) are withheld or revoked prior to Closing, the Authority would not be willing to provide the Grant to the Grantee at the terms set forth herein; therefore, the Authority reserves the right, at all times, to decline to close and fund the Grant if the Authority has not received all or a portion of the Funds, or if all or a portion of the Funds have been revoked.

The Closing Documents may include, without limitation the following provisions:

- a. The following uses and activities shall not be conducted in or on the Project: (i) activities which are illegal under federal, state or local laws; (ii) selling, producing, or displaying sexually oriented material (e.g., adult book stores, adult video stores, adult theaters, etc.); (iii) non-medical massage services; (iv) a business generating greater than twenty-five percent (25%) of its revenues from the sale of alcoholic beverages not manufactured on-site or from selling alcoholic beverages for consumption off premises; (v) a business or organization that discriminates in its membership or facility usage on the basis of race, color, national origin, religion, gender, age, disability, citizenship status, marital status, sexual orientation, or any other status protected by law; (vi) gambling activities (not including sale of state sanctioned lottery tickets); (vii) selling or dispensing products illegal under federal, state or local laws; (ix) religious services, instruction or overtly sectarian activities; (x) pawn brokering; (xi) making “payday” or short term loans by an entity that is not a bank, credit union, savings and loan or other banking institution; and (xii) escort services.
- b. Each of the following is required to meet the Environmental Sustainability Standards for the Project and the Project shall be designed to meet the requirements as follows:
  - (i) Certification from one of the following\*:
    1. 2020 Enterprise Green Communities (EGC)
    2. Leadership in Energy and Environmental Design LEED v.4.1 (LEED)
    3. National Green Building Standards NGBS ICC-700-2020 (NGBS)
    4. Zero Energy Ready Homes standard (US DOE)
  - (ii) All-electric building 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-



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wiring to enable future installation of EV charging station(s) for at least 10% of parking spots or greater if required under local codes.

\*Developments that achieve all-electric construction with high-efficiency electric appliances may opt-out of a formal green building certification.

- (iii) Utilize water-efficient design inside and outside. Full guidance can be found at [coloradowaterwise.org](http://coloradowaterwise.org).
- (iv) Developments must be located within a half-mile of existing or planned transit corridors. The Authority acknowledges and agrees that the location of the Project satisfies this requirement.

11. Conditions. This Commitment and closing of the Grant shall be subject to the provisions of the Guidelines, the Regulations, the Statute and to the following conditions:

- a. A satisfactory appraisal of the Project (in accordance with the Authority's appraisal guidelines, to be ordered by the Grantee at Grantee's expense).
- b. Evidence satisfactory to the Authority that the Grantee and the Project are and will be in compliance with applicable environmental laws, regulations, permits, orders or other environmental requirements and that the real and personal property, if any, comprising the Project do not contain hazardous waste(s) or other adverse environmental conditions. Such evidence shall include a Phase 1 ordered by the Grantee to assist the Authority in making a determination of environmental risks in connection with this Project. The Phase 1 will combine information compiled internally by the Authority and information obtained from Grantee and other independent sources.
- c. All representations made by or on behalf of Grantee to the Authority in connection with its application for the Grant and in connection with the closing shall be true and correct as of the date of funding of the Grant.
- d. No litigation shall be pending or threatened calling into question or which, if adversely determined, would affect (i) the creation, organization or existence of the Grantee; (ii) the validity of the Grant documents; or (iii) the authority of the Grantee to enter into the Restrictive Covenant against the Project's real property or to otherwise make or perform the Grant documents. No proceedings shall be pending or threatened against or affecting the Grantee which involve the possibility of materially and adversely affecting the properties, business, prospects, or financial condition of the Grantee, nor shall the Grantee be in default with respect to any



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order of any court, governmental authority or arbitration board or tribunal or any prior grant or loan made to it by the Authority.

- e. Such other conditions as the Authority may deem necessary or prudent to assure repayment of the Grant or compliance with the Statute, the Regulations or the Guidelines.

12. Grantee Representations, Warranties and Covenants. This Commitment is issued on the basis of certain information and materials provided to the Authority by Grantee, including, without limitation, the Grant application, financial information, all representations, information, exhibits, data and other materials. Any intentional misinformation or withholding of material information incident thereto shall, at the option of the Authority and without limitation to any other right or remedy of the Authority, void all of the Authority's obligations hereunder. Furthermore, Grantee represents, warrants and covenants that:

- a. Grantee is a local government located in Colorado and has the necessary power, authority and licenses to operate its properties and transact business including in Colorado.
- b. Grantee has the full power and authority to accept the Grant and to undertake the obligations as contemplated by this Commitment, to execute and deliver the Grant Documents, and to perform Grantee's obligations under this Commitment and the Grant Documents. The execution and delivery of the Grant Documents will be duly authorized by all necessary action on the part of Grantee, its officers, and/or directors, as applicable, and the Grant Documents will be valid, binding and enforceable obligations of Grantee.
- c. There is no action, suit or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or to the knowledge of Grantee, threatened against or affecting it, which, if adversely determined, would materially impair its right or ability to carry on business substantially as now conducted, or as contemplated to be conducted under this Commitment, or that would materially adversely affect Grantee's financial condition.
- d. To the best of Grantee's current knowledge, the transactions contemplated herein will not cause a default under any other agreement and will not conflict with or violate any organizational document or agreement to which Grantee is a party or by which Grantee is bound.
- e. To the best of Grantee's current knowledge, Grantee has not executed and will not execute any agreement(s) with provisions contradictory or in opposition to, the provisions of this Commitment.



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- f. All information given to the Authority is accurate and Grantee has not omitted any material facts.
  - g. Grantee will comply with the provisions of any federal, state, or local law prohibiting discrimination on the grounds of race, color, religion or creed, sex, marital status, national origin, familial status or disability, sexual or gender preference, political opinion or affiliation, in all Grantee operations and shall provide prompt written notice to the Authority of the filing of any complaints of discrimination with respect to any Grantee operations.
  - h. Grantee will certify at closing of the Grant that the Project is located in a jurisdiction that has filed a commitment to increase affordable housing and opted into Proposition 123 funding. Failure of the Project to be in a jurisdiction that has filed a commitment to increase affordable housing and opted into Proposition 123 will be considered an immediate event of default. In addition to a certification, the Authority may require, in the Authority's sole discretion, an attorney opinion that the Project is located in jurisdiction that has opted into Proposition 123 funding.
13. Assignment. This Commitment shall not be assignable or transferable without the prior written consent of the Authority.
14. Reliance by Grantee and Third Parties. This Commitment is not intended to benefit any person or entity other than the Grantee and no other person or entity may rely on the terms hereof. Further, the Grantee acknowledges and agrees that (a) any report, inspection, review, acceptance or other due diligence activity regarding the Project, Grantee or other matters performed by or at the direction of the Authority, its legal counsel or consultants shall be solely for the purpose of satisfying the Authority's investment criteria and may not be relied on by the Grantee or any other party in making decisions regarding the Project or for any other reason; and (b) the Authority, its legal counsel and consultants shall have no responsibility or liability for the sufficiency, accuracy completeness of the items or information so inspected, reviewed or accepted or for the environmental condition or structural soundness of the Project.
15. Advice to Seek Legal Counsel. The Authority has advised the Grantee to obtain legal counsel in connection with the Grant.
16. Governing Law. This Commitment and all matters of performance relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of Colorado. All suits or actions related to this Commitment shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.



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December 2, 2024

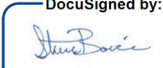
17. Time is of the Essence. Time is of the essence hereof. Grantee shall provide requested documentation and information in a timely manner. To the extent that documentation and information is not provided by the Grantee in a timely manner, the Authority is not obligated to extend the initial term of the Commitment if Closing has not occurred.
18. Modification. Modification or amendment of this Commitment is effective only if made in writing and signed by the parties hereto.
19. Publications. Grantee hereby authorizes OEDIT and the Authority 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, advertisements, community reports, etc. without further authorization or the consent of the Grantee, *provided* that confidential or other proprietary information is not shared. Grantee agrees to obtain prior written approval from OEDIT and the Authority before using the name or logo of OEDIT or the Authority in any press release, media events, website, social media or any other public communication.
20. Counterparts. This Commitment may be executed in counterpart and all signatures when taken together shall constitute one and the same instrument.
21. Entire Agreement. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior or contemporaneous understandings, oral representations or agreements among the parties with respect to the subject matter hereof, including that certain Grant Commitment dated May 31, 2024, are superseded by this Agreement.
22. Electronic Signatures. The electronic signatures of the parties included in this Commitment, in any form, are intended to authenticate this writing, bind the parties hereto, and to otherwise have the same force and effect as manual signatures. Delivery of a copy of this Commitment bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original form of the document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
23. Effectiveness of Commitment. This Commitment shall not become effective unless a duplicate copy hereof is returned to the Authority within ten (10) business days of the date hereof with acceptance endorsed on said copy by the signature of an authorized representative of the Grantee.

**COLORADO HOUSING AND FINANCE AUTHORITY, a  
body corporate and political subdivision of the State of  
Colorado, solely in its capacity as the Program Administrator  
for the AFFORDABLE HOUSING FINANCING FUND,**



Amended and Restated Grant Commitment  
City of Grand Junction  
December 2, 2024

**managed by the Colorado Office of Economic Development and  
International Trade, a Colorado state agency**

By:   
646C2D83B82C4BA  
Steve Boice, Manager of Business Finance  
Colorado Housing and Finance Authority



Amended and Restated Grant Commitment  
City of Grand Junction  
December 2, 2024

ACCEPTED:

CITY OF GRAND JUNCTION, COLORADO

By:   
Andrea Phillips, Interim City Manager

Date: 11/26/2024



**EXHIBIT D**

DRAFT



Amended and Restated Grant Commitment  
City of Grand Junction  
December 2, 2024

## EXHIBIT D

### Program Reporting Requirements

Quarterly Reports are due the end of the first month after the end of each quarter, with the first report due on or before April 30, 2025.

The quarterly report will include:

1. Project-level details for each funding award:

a. Grantee/Recipient Name

b. The following Property Information, to the extent applicable:

- i. Project name (At the time of application & upon completion, if changed)
- ii. Project Street Address
- iii. City and county location
- iv. Housing type (homeownership and/or rental)
- v. Unit count and bedroom count for deed-restricted units. Unit count will be used to determine anticipated or actual households served.
- vi. Unit count and bedroom count for market-rate units.
- vii. Proposed units in each AMI Level and average AMI of the project.  
Land Banking projects - indicate the proposed percentage of mixed-use.
- viii. Mixed-use properties provide a category of non-residential uses.
- ix. Environmental Sustainability Certification
- x. Electrification Level
- xi. Meets the transit-oriented development (TOD) definition (0.5 miles from public transit).
- xii. Meets the walkable neighborhood definition (0.5 miles from public transit).

2. Additional Project Details:

Confirm the following statutory priorities are satisfied by the Project: high density, mixed-income, and environmentally sustainable.

- high-density-informed by local density definitions and maximum allowable density based on local conditions
- mixed-income-commitment to serving a broad range of income levels within the development (70% of units must be affordable housing)
- environmental sustainability-environmental sustainability standard met

3. Project Status Details:

Confirm status of Project development and construction and inform the Authority of any update to number of planned affordable units. Once available, submit copy of complete development plan.





## Grand Junction City Council

### Regular Session

Item #5.a.ii.

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**Meeting Date:** June 18, 2025  
**Presented By:** Niki Galehouse, Planning Manager  
**Department:** Community Development  
**Submitted By:** Niki Galehouse, Planning Manager

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### Information

#### **SUBJECT:**

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

#### **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 have 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, including the City, 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 notices 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*

Two references to the number of new lots being created within a minor subdivision 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 four lots.

*GJMC 21.02.050(c) Annexation*

An incorrect section referenced the rezoning criteria for zoning annexed areas. This amendment corrects this. It also removes language discussing 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 be regulated in a manner that is 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 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 that 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. Following the Planning Commission hearing, additional input was received from the development



community and the following changes were made to GJMC 21.08.020 Bicycle Parking and Storage:

- The footprint of a standard bicycle was added to remove ambiguity. Cargo and bicycle trailer language was modified to mirror the typical footprint language for a standard bicycle.
- The separation requirements were adjusted for clarity.

These changes are reflected in the version of the Ordinance titled for Council.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with this request.

**SUGGESTED MOTION:**

I move to (approve/deny) Ordinance No. 5263 amending Title 21 Zoning and Development Code of the Grand Junction Municipal Code, on final passage and order final publication in pamphlet form.

**Attachments**

1. Planning Commission Minutes - 2025 - May 27 - DRAFT
2. ORD-ZDC Amendments Q2 20250528
3. ZDC (Title 21) Amendments 2025 Q2 Draft Ordinance\_Council



**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**

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**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**

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**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](http://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](http://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](http://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**

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### **ADJOURNMENT**

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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.

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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

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(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
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CUP Application		x	Site Plan	x	
<b>Planned Development</b>					
Outline Development Plan		x	Final Development Plan(s)	x	x
			Site Plan(s) [2]		x
<b>Rezoning</b>					
Rezoning Application		x	Site Plan	x	
<b>Subdivision</b>					
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.

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## 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						
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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**

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<b>Applications Requiring a Public Hearing</b>						
...						
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...						
<b>Notes:</b> [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

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



...

## 21.02.040 ADMINISTRATIVE APPLICATIONS

---

...

### (j) Subdivision, Minor<sup>1</sup>

...

(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

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...

### (c) Annexation

---

<sup>1</sup> 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.



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- (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

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...

### (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

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...

### (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**

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...

(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**

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- (a) Amount Required
1. 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
1. 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.
2. 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

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...

- (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

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...

- (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

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...

*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:

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Cody Kennedy  
President of the City Council

---

Selestina Sandoval  
City Clerk



**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 as those associated with the adoption of the 2023 Zoning & Development Code.

During the course of the 2024 legislative session, the State of Colorado 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.

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Outline Development Plan		x	Final Development Plan(s)	x	x
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Rezoning					
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Subdivision					
Preliminary Plan		x	Final Plat		x

**Notes:**

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

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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.

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## 21.02.040 ADMINISTRATIVE APPLICATIONS

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#### (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

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...

### (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**

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...

(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 street 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
1. 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
1. 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.
2. ~~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. The footprint of a standard bicycle is approximately six feet long and two feet wide. Cargo bicycle and bicycle trailer parking spaces shall be a minimum of are typically 10 feet long and three feet wide.
4. The following separation requirements must be met:
  - (i) A four-foot-wide aisle is required between rows of bicycle parking spaces, ~~as measured from the outside of the bicycle footprint.~~ ~~or b~~
  - (ii) Between a row of bicycle parking spaces and any wall or any other obstruction, ~~or~~ between individual bicycle racks, as measured from the center of the bicycle racks, a three-foot-wide space is required.
  - (iii) 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

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...

- (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 shall be landscaped with turf.

...

## 21.11.050 GENERAL STANDARDS

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...

- (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**

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...

*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:

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Cody Kennedy  
President of the City Council

---

Selestina Sandoval  
City Clerk





## Grand Junction City Council

### Regular Session

Item #5.b.i.

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**Meeting Date:** June 18, 2025  
**Presented By:** Daniella Acosta, Senior Planner  
**Department:** Community Development  
**Submitted By:** Daniella Acosta Stine, Principal Planner

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### **Information**

#### **SUBJECT:**

A Resolution Accepting the Petition for the Annexation of 5.58 Acres of Land and Ordinances Annexing and Zoning the Wendi Gechter IRA Annexation to I-1 (Light Commercial) Located at 377 28 Road

#### **RECOMMENDATION:**

Staff recommends adoption of a resolution accepting the petition for the Wendi Gechter IRA Annexation and approval of the annexation and zone of annexation ordinances.

The Planning Commission heard the zoning request at its May 27, 2025, meeting and voted (5-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

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

The property is Annexable Development per the Persigo Agreement. The Applicant is requesting annexation into the city limits. Annexation is being sought in anticipation of developing the vacant land on the property. The proposed zone district of I-1 is consistent with the Industrial Use Land Use category of the Comprehensive Plan. The request for annexation is being considered concurrently by City Council with the zone of annexation request. Both are included in this staff report.

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

##### **Annexation Request**

The Applicant, Equity Trust Company Custodian FBO Wendi Gechter IRA, is requesting



annexation of approximately 5.58 acres consisting of one parcel of land located at 377 28 Road. The subject property is currently vacant and appears to not have any prior development or use. The property is Annexable Development per the Persigo Agreement. The applicant is requesting annexation into the City limits. Annexation is being sought in anticipation of developing the vacant land area. The request for zoning will be considered separately by City Council, but concurrently with the annexation request.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – May 7, 2025
- Planning Commission considers Zone of Annexation – May 27, 2025
- Introduction of a Proposed Ordinance on Zoning by City Council – May 21, 2025
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – June 18, 2025
- Effective date of Annexation and Zoning – July 20, 2025

### **Zone of Annexation Request**

The Applicant is requesting a zone district of I-1 (Light Industrial). The property is currently zoned in the County as I-2 (General Industrial District). The proposed zone district of I-1 is consistent with the Industrial Land Use designation of the Comprehensive Plan. The surrounding zoning includes a mix of both City and County zoned properties. City-zoned properties adjacent to the property include I-2 (General Industrial), I-1, PD (Planned Development), P-2 (Public, Civic, and Institutional Campus) and RM-8 (Residential Medium 8). County-zoned properties adjacent to the property include PUD (Planned Unit Development), RSF-4 (Residential Single Family – 4 District), RSF-R (Residential Single Family – Rural District) and I-2.

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

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

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

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



## **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held virtually on June 27, 2024, in accordance with Section 21.02.030(c)) of the Zoning and Development Code. The Applicant's representative and City staff were in attendance as well as two members of the public.

Notice was completed consistent with the provisions in Section 21.02.030(g) of the City's Zoning and Development Code. The subject property was posted with an application sign on November 19, 2024. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 16, 2025. The notice of the Planning Commission public hearing was published May 17, 2025, in the Grand Junction Daily Sentinel. Public comment was offered through the GJSpeaks platform, but no public comments were received.

## **ANNEXATION ANALYSIS**

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

- a. A proper petition has been signed by more than 50% of the owners and more than 50 percent of the property described.
- b. Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City Limits.
- c. A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities.
- d. The area is or will be urbanized in the near future. The property has existing urban utilities and services near and available to the property.
- e. The area is capable of being integrated with the City. The proposed annexation area is adjacent to the city limits along 28 Road on the east and has direct access to 28 Road. The property also directly abuts properties within the city limits, specifically 2793 Riverside Pkwy to the west and 2795 Riverside Pkwy to the north. Urban services are available to the property.
- f. No land held in identical ownership is being divided by the proposed annexation. The annexation consists of one property and is owned by the applicant.
- g. No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent. The property is less than 20 acres in size. The petitioner has also granted consent to the City to annex this property.



Please note that the annexation petition was prepared by the City.

### **ZONE OF ANNEXATION ANALYSIS**

The criteria for review are set forth in Section 21.02.050(m) and includes that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

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

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

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

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

The proposed I-1 (Light Industrial) zoning directly supports the goals outlined in the City's 2020 Comprehensive Plan, particularly Plan Principle 2: Resilient and Diverse



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

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

#### **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Wendi Gechter IRA Zone of Annexation, ANX-2024-437 request for the property located at 377 28 Road from County I-2 (General Industrial District) to C-1 (Light Commercial), the following findings of facts have been made:

1. The request conforms with Section 21.02.050(m) of the Zoning and Development Code.
2. The request is consistent with the vision (intent), goals, and policies of the Comprehensive Plan.

Therefore, the Planning Commission recommended approval of the request.

#### **FISCAL IMPACT:**

**Revenue** – Revenue generated from this property will be based on the development and resulting value of the property. Currently total assessed value is \$94,500, which at the City's 8 mills will generate \$756 in property tax revenue per year. Sales and use tax revenues will be dependent on consumer retail activity after development.

**Utilities** – Water – no impact, in Ute Water service area. Wastewater – Within the Persigo 201. There is sewer available in 28 Road and C <sup>3</sup>/<sub>4</sub> Road. Connection to sewer would require payment of the Plant Investment Fee and application to the Industrial Pretreatment Program, which is intended to capture the cost share of existing infrastructure. Therefore, no impact to the Sewer Enterprise Fund.

**Finance:** The current assessed value of the land is \$53,000, and the City's 8 mills will



generate \$424 in annual property tax revenue. Sales and use tax revenues will be based on the property's retail activity.

**Fire** – Fire protection and emergency response facilities are adequate to serve the type and scope of the land use proposed. Fire Station #1, located at 620 Pitkin, provides the primary response to this area, and Fire Station #8, located at 441 31 Road, and Fire Station #4, located at 2884 B 1/2 Road, both provide secondary responses. The annexation area falls within the 4-minute travel time of the primary response station. Overall response time should be within National Fire Protection Association guidelines unless the primary station is on other calls for service. The recommended zoning of City I-1 (Light Industrial) is not predicted to add substantially to the current fire and EMS incident load, and Fire Station #1 has the capacity to meet the additional incidents that could be generated by this annexation and zoning change. Depending on the intended occupancy and use, the I-1 zoning will potentially increase the need for fire prevention services such as plan review, inspections, and possibly higher call volume to include hazardous materials, depending on occupancy. Specific occupancy and use information would be needed to accurately evaluate fire prevention services.

**Transportation & Engineering** – Pending information.

**Parks and Recreation** – Pending information.

**Public Safety** – Pending information.

**SUGGESTED MOTION:**

I move to adopt Resolution No. 27-25, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Wendi Gechter IRA Annexation, approximately 5.58 acres, located at 377 28 Road.

I move to adopt Ordinance No. 5264, an ordinance annexing territory to the City of Grand Junction, Colorado, Wendi Gechter IRA Annexation, approximately 5.58 acres, located at 377 28 Road, on final passage and order final publication in pamphlet form.

I move to adopt Ordinance No. 5265, an ordinance zoning the Wendi Gechter IRA Annexation to I-1(Light Industrial) zone district, from Mesa County I-2 (General Industrial District) on final passage and order final publication in pamphlet form.

**Attachments**

1. Development Application
2. Annexation Information Sheet
3. Wendi Gechter IRA Annexation Plat
4. Annexation Maps
5. Annexation Petition
6. Planning Commission Minutes - 2025 - May 27 - DRAFT
7. RES-Petition Wendi Gechter IRA Annexation



8. ORD-Wendi Gechter IRA Annexation
9. ORD - Zoning - Wendi Gechter IRA Annexation



## Development Application

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

Petition For:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

### Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

### Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

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

Date

Signature of Legal Property Owner

Date



STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:

Equity Trust Company Custodian FBO Wendi Gechter IRA

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

The type of entity is: Self-directed IRA

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

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

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

Wendi Gechter, Owner

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

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

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

Signature

Jeffrey S Brown

Print

STATE OF OHIO )  
)ss.  
COUNTY OF Cuyahoga )

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



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

Witness my hand and official seal.

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

Notary Public



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

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

**(OFFICER)**

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

**(CORPORATE ALTERNATE SIGNER)**


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



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

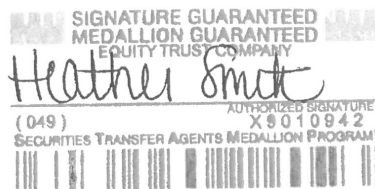
I hereby certify that the foregoing is a true and correct copy of a Resolution passed at a regular quarterly meeting of the Board of Directors, the governing body of Equity Trust Company, a duly authorized corporation. Said Resolution has not been amended or repealed, and it is presently in full force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

Witness my signature this 8th day of July, 2024

  
Official Signature of an Officer

This document was prepared by  
Equity Trust Company

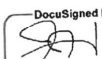
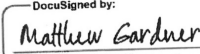
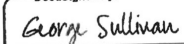
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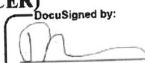
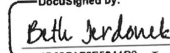




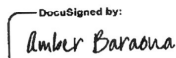
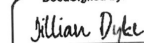
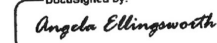
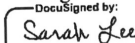

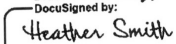
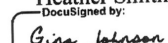
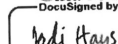
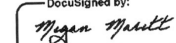
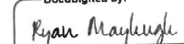
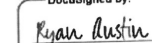
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RESOLUTION BY CORPORATION CONFERRING GENERAL SIGNING  
AUTHORITY ON OFFICERS and CORPORATE ALTERNATE SIGNERS**

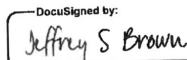
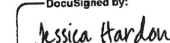
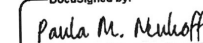
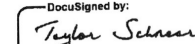
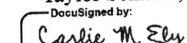
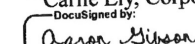
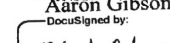




**(OFFICER)**

DocuSigned by:  
  
61E72BAEAE4427  
Jeffrey A. Desich, Executive Vice Chairman  
DocuSigned by:  
  
13095F4E811400  
Matthew L. Gardner, Chief Financial Officer  
DocuSigned by:  
  
1464D65122C42A  
George E. Sullivan, Chief Executive Officer

DocuSigned by:  
  
0F81065C74FF1  
Richard A. Desich, Vice President  
DocuSigned by:  
  
13095F4E811400  
Beth Jerdonek, Chief Legal Officer &  
Chief Administrative Officer

**(CORPORATE ALTERNATE SIGNER)**

DocuSigned by:  
  
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Amber Baraona, Corporate Alternate Signer  
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Jillian Dyke, Corporate Alternate Signer  
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Angela Ellingsworth, Corporate Alternate Signer  
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Sarah Lee, Corporate Alternate Signer  
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Michael Ray, Corporate Alternate Signer  
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Ryan Mayhugh, Corporate Alternate Signer  
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Ryan Austin, Corporate Alternate Signer

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Amy Ayers, Corporate Alternate Signer



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DocuSigned by:

*Sacha Bretz*

Sacha Bretz, Corporate Alternate Signer

DocuSigned by:

*Jacqueline Diaz*

Jacqueline Diaz, Corporate Alternate Signer

DocuSigned by:

*Helen Granum*

Helen Granum, Corporate Alternate Signer

DocuSigned by:

*Nicole Hamilton*

Nicole Hamilton, Corporate Alternate Signer

DocuSigned by:

*Sean Hildreth*

Sean Hildreth, Corporate Alternate Signer

DocuSigned by:

*James Marcelak*

James Marcelak, Corporate Alternate Signer

DocuSigned by:

*Marty Walden*

Marty Walden, Corporate Alternate Signer

DocuSigned by:

*Joel Corignolo*

Joel Corignolo, Corporate Alternate Signer

DocuSigned by:

*Thomas Tapanes*

Thomas Tapanes, Corporate Alternate Signer

DocuSigned by:

*Sara Brylle*

Sara Brylle, Corporate Alternate Signer

DocuSigned by:

*Warren Fountaine*

Warren Fountaine, Corporate Alternate Signer

DocuSigned by:

*Brandon Hall*

Brandon Hall, Corporate Alternate Signer

DocuSigned by:

*Daniel Hanlon*

Daniel Hanlon, Corporate Alternate Signer

DocuSigned by:

*Theresa Knowler*

Theresa Knowler, Corporate Alternate Signer

DocuSigned by:

*Logan Thune*

Logan Thune, Corporate Alternate Signer

DocuSigned by:

*Geoff Watts*

Geoff Watts, Corporate Alternate Signer

DocuSigned by:

*Matthew Griffiths*

Matthew Griffiths, Corporate Alternate Signer

DocuSigned by:

*Alivia Martindale*

Alivia Martindale, Corporate Alternate Signer

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



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

Notary Public *Larisa Staruch*

My Commission Expires: 5/19/2025



OWNERSHIP STATEMENT - NATURAL PERSON

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

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

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

☒ I am the sole owner of the property.

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

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

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

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

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

Owner signature as it appears on deed: Wendi Gechter

Printed name of owner: Wendi Gechter

State of Colorado )

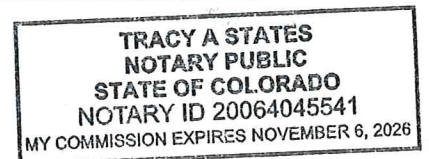
County of Mesa ) ss.

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

by Wendi Gechter

Witness my hand and seal.

My Notary Commission expires on 11/06/2026



Tracy A. States

Notary Public Signature



**RETURN RECORDED DOCUMENT TO:**

Document Fee: \$31.80

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

**SPECIAL WARRANTY DEED**

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

AND

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

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

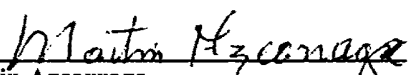
**The S1/2 E1/4 NE1/4 NE1/4 of  
Section 24, Township 1 South, Range 1 West of the Ute Meridian,  
County of Mesa, State of Colorado**

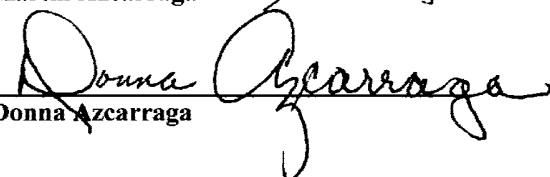
**ALSO KNOWN AS: 377 28 Road, Grand Junction, CO 81501**

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

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

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

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

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

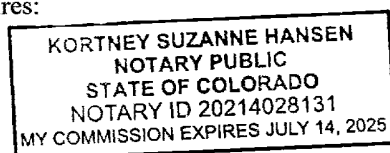
State of : Colorado

}  
}  
} ss.


County Of Mesa

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

My Commission expires:



Witness my hand and official seal.

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

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



QUITCLAIM DEED

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

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

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

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

SEE ATTACHED EXHIBIT "A"

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

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

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to  
all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

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

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

STATE OF COLORADO

COUNTY OF Mesa

}  
}  
} ss.  
}

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

My Commission expires:

may 18, 2028

Witness my hand and official seal.

Shirley E Llewellyn  
Notary Public



## EXHIBIT A

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

Said parcel containing 0.50 acres, more or less.



---

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

---

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



General Project Report

# **Annexation/Zoning**

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

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

May 30, 2024

*Revised September 12, 2024*

*Revised December 3, 2024*

Prepared for:

**City of Grand Junction**

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

Prepared by:



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

**Grand Junction, CO 81506**

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

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



## **A. Project Description**

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

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

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

## **B. Public Benefit**

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

## **C. Neighborhood Meeting**

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

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

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

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

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

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

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

Access and traffic patterns will be determined upon subsequent development.

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

The subject parcel is served by the following:

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

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



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

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

**6) Effects on public facilities:**

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

**7) Hours of operation:**

To be determined upon development.

**8) Number of employees:**

Not applicable.

**9) Signage:**

Not applicable.

**10) Site Soils Geology:**

Not applicable.

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

None are anticipated.

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

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

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

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

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

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

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

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

There are no conditions of prior approvals.

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

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



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

All applicable permits will be obtained for this project.

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

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

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

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

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

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

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

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

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

***Approval Criteria***

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

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

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



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

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

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

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

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

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

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

Not applicable for this submittal.



# IMPROVEMENT SURVEY PLAT

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

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

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

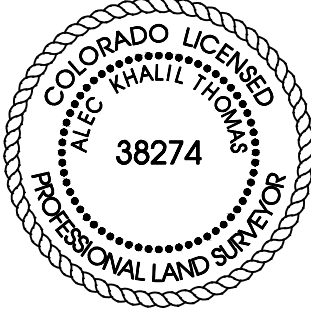
Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground vessels that may affect the use or development of this land.

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

## SURVEYOR'S STATEMENT

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

Alec K Thomas,  
Colorado PLS 38274



## BASIS OF BEARINGS

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

## SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

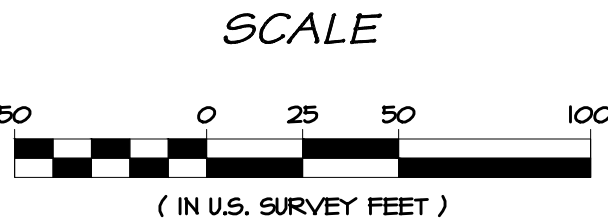
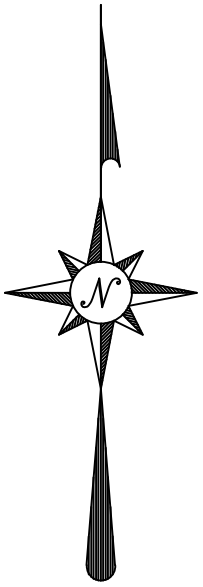
E:	EAST
N:	NORTH
NO:	NUMBER
PLS:	PROFESSIONAL LAND SURVEYOR
MCSM:	MESA COUNTY SURVEY MARKER
MPE:	MULTI-PURPOSE EASEMENT
PLS:	PROFESSIONAL LAND SURVEYOR
REC:	RECEPTION
ROW:	RIGHT OF WAY
S:	SOUTH
T:	TOWNSHIP
UM:	UTE MERIDIAN
W:	WEST
Ø	DIAMETER
R:	RANGE

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

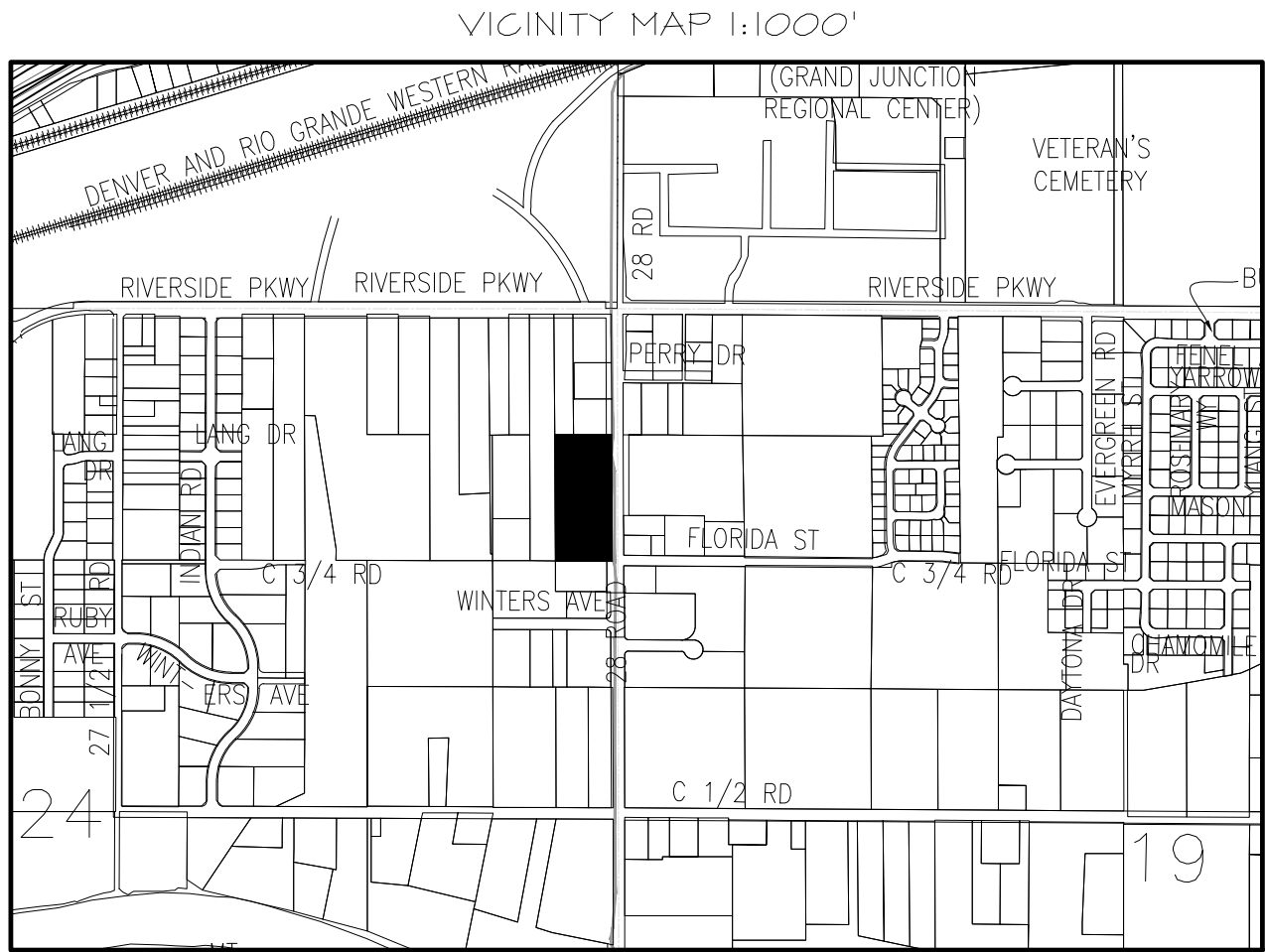
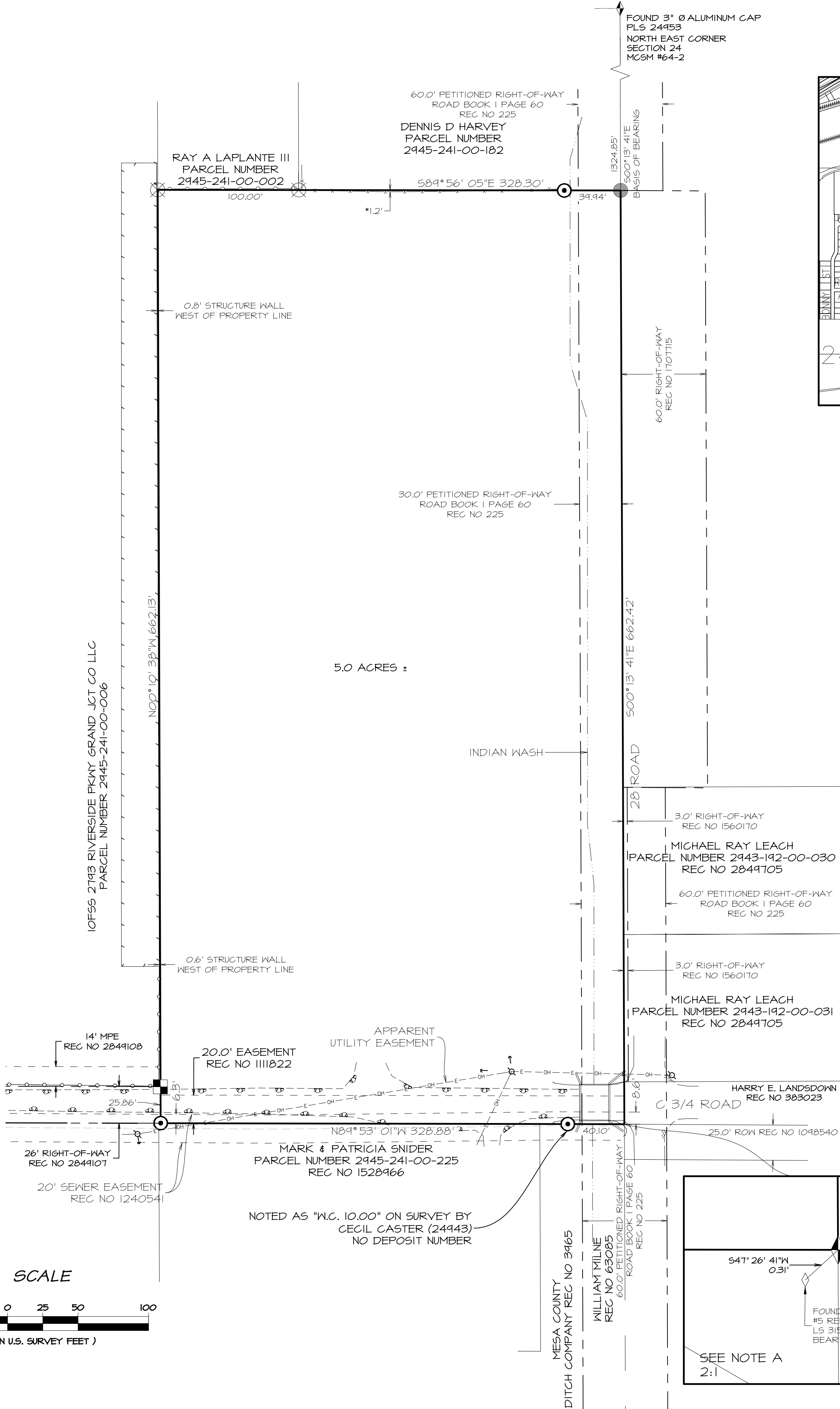
MCLCS ZONE "GVA"  
TRANSVERSE MERCATOR PROJECTION  
POINT OF ORIGIN (SN01) AND CENTRAL MERIDIAN:  
LATITUDE: 39°06'22.72756N  
LONGITUDE: 108°32'01.43463W  
NORTHING: 50,000FT  
EASTING: 100,000FT  
SCALE FACTOR: 1.000218181798  
PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

## SURVEYORS NOTES:














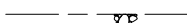




- The cap marked BEAR 2009 was not accepted by the hereon signed surveyor as representing the north sixteenth corner between Section 19 and Section 24. The monument record filed by Bear in 2009 makes no mention of the 2.5" aluminum cap marked AES PLS 24320 which should have been in place at the time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



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



## LEGEND

	2" ALUMINUM CAP ON #5 REBAR L5 37049 - ALAN'S LAND SURVEYING
	1.25" PLASTIC CAP ON #5 REBAR PL5 24943 - MONUMENT
	2" ALUMINUM CAP ON #5 REBAR PL5 37904 - POLARIS SURVEYING
	ALIQUOT MONUMENT AS NOTED
	SET 1.5" ALUMINUM CAP ON # 5 REBAR PL5 38274
	EASEMENT LINE
	PARCEL LINE
	ROW LINE
	ALIQUOT LINE
	OVERHEAD ELECTRIC
	CHAIN LINK FENCE
	WIRE FENCE
	STRUCTURE WALL
	EDGE OF GRAVEL
	EDGE OF ASPHALT
	EDGE OF PAVEMENT
	UTILITY POLE
	GUY WIRE

## LAND SURVEY DEPOSITS

Mesa County Surveyor's Office  
Date \_\_\_\_\_  
Deposit Number \_\_\_\_\_



## IMPROVEMENT SURVEY PLAT

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

Sheet 1 of 1	Date: 1/30/25	Job No. 1718-017
Surveyed: SLG	Drawn: AKT	Checked: AKT
Drawing name: S:\PROJECTS\1718 BOA Builders\017 371 28 Road\Survey\1718-017 ISF.dwg		





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

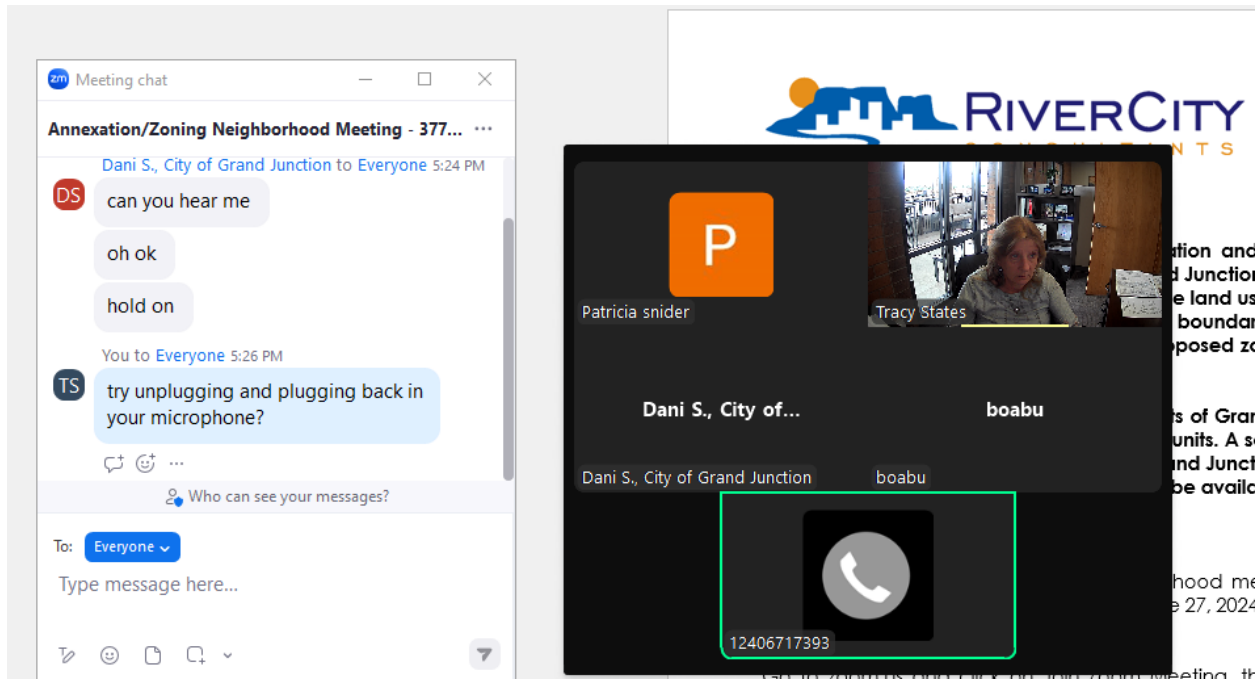
**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING  
THURSDAY, JUNE 27, 2024, @ 5:30 PM  
VIA ZOOM**

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

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

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







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

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

3196 MESA LLC  
2785 RIVERSIDE PKWY  
GRAND JUNCTION CO 81501

9210 HOLDINGS LLC  
PO BOX 717  
GRAND JUNCTION CO 81502

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

AZCARRAGA MARTIN  
AZCARRAGA DONNA  
PO BOX 2072  
GRAND JUNCTION CO 81502

BARNES DONALD E  
2811 RIVERSIDE PKWY  
GRAND JUNCTION CO 81501

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

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

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

CJ PROPERTIES LLC  
2791 WINTERS AVE  
GRAND JUNCTION CO 81501

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

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

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

GERSCH DAVID E  
3257 C RD  
PALISADE CO 81526

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

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

HUNSBERGER MELVIN R SR  
2805 PERRY DR  
GRAND JUNCTION CO 81501

JCMB PROPERTIES LLC  
196 TZ TRAIL  
GRAND JUNCTION CO 81503

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

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

LAYMAN JAMES  
2799 RIVERSIDE PKWY  
GRAND JUNCTION CO 81501

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

MAJIC INVESTMENTS LLC  
902 HIGHWAY 50  
GRAND JUNCTION CO 81503

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

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

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

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

RUCKMAN KIMBERLE S  
601 20 RD  
GRAND JUNCTION CO 81507

SNIDER MARK  
SNIDER PATRICIA  
375 28 RD  
GRAND JUNCTION CO 81501



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

WINTERS LLC  
PO BOX 87  
MESA CO 81643

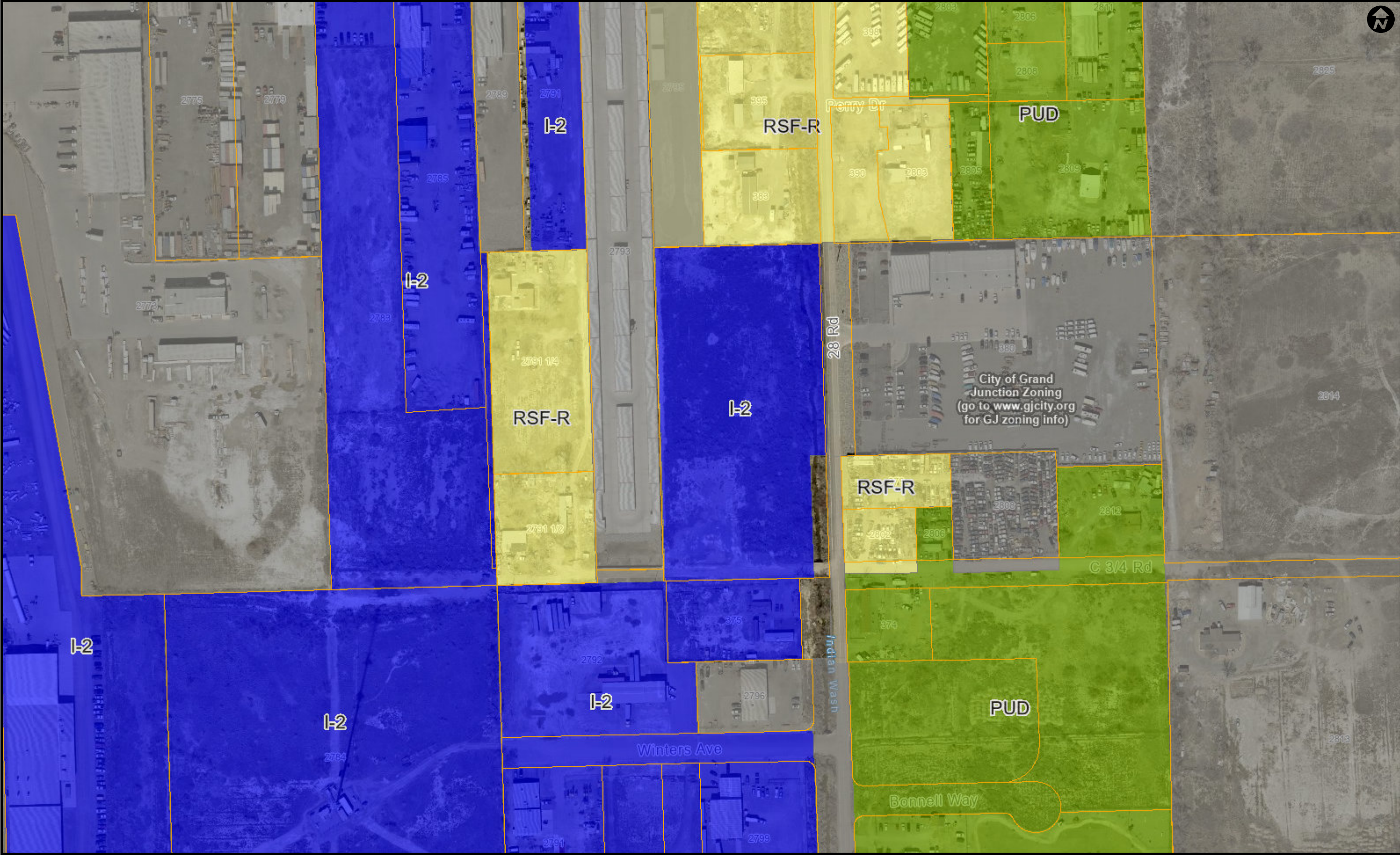


Location Map



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

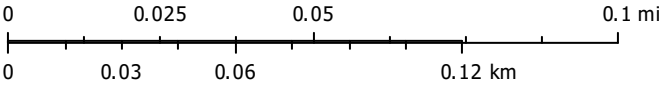




The Geographic Information System (GIS) and its components are designed as a source of reference for answering inquiries, for planning and for modeling. GIS is not intended or does not replace legal description information in the chain of title and other information contained in official government records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

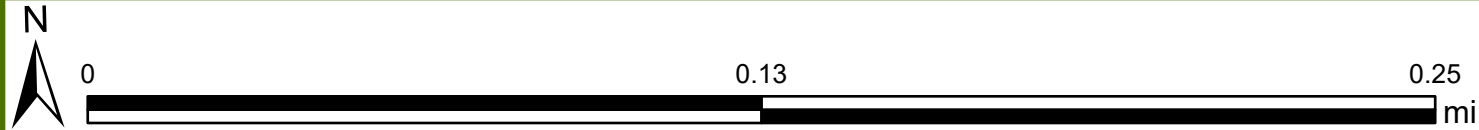
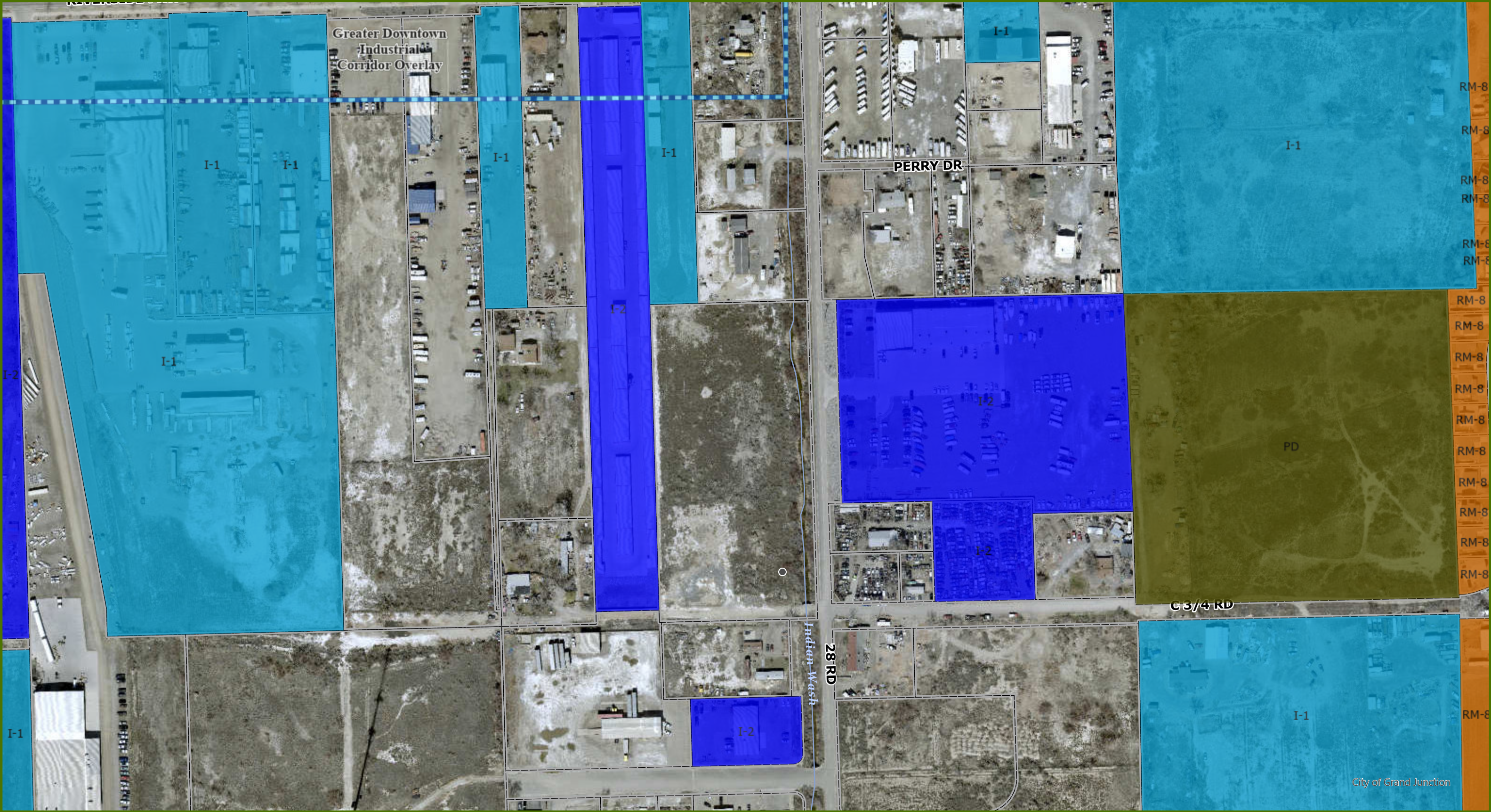
County Zoning Map

Print Date: June 27, 2024  
Packet Page 336





Existing City Zoning



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



Comprehensive Plan 2020



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

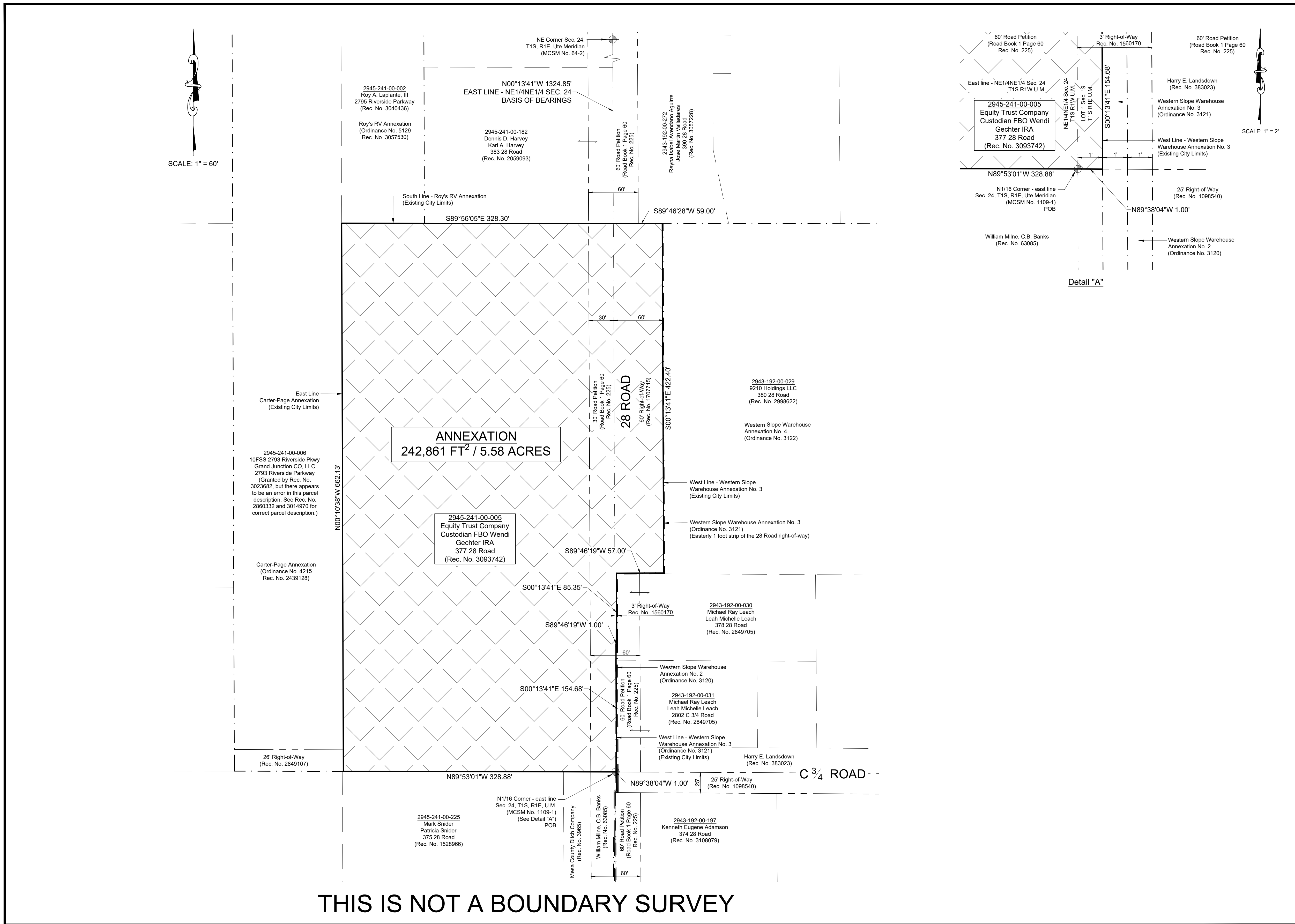


WENDI GECHTER IRA ANNEXATION SCHEDULE				
<b>May 7, 2025</b>		Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
<b>May 13, 2025</b>		Planning Commission Considers Zone of Annexation		
<b>May 21, 2025</b>		City Council Intro Proposed Zoning Ordinance		
<b>June 18, 2025</b>		City Council Accept Petition/Annex and Zoning Public Hearing		
<b>July 20, 2025</b>		Effective date of Annexation and Zoning		
ANNEXATION SUMMARY				
File Number		ANX-2024-437		
Location(s)		377 28 Rd		
Tax ID Number(s)		2945-241-00-005		
Number of Parcel(s)		1		
Existing Population		0		
Number of existing Dwelling Units		0		
Acres Land Annexed		5.0		
Developable Acres Remaining		5.0		
Right-of-way in Annexation				
Previous County Zoning		I-2		
Proposed City Zoning		I-1		
Surrounding Zoning:	North:	RSF-R (County) and I-1 (City)		
	South:	I-2 (County)		
	East:	RSF-R (County) and I-2 (City)		
	West:	I-2 (City)		
Current Land Use		Vacant Land		
Proposed Land Use		Light Industrial/Commercial		
Surrounding Land Use:	North:	Industrial/Single Family Residential		
	South:	Industrial/Commercial		
	East:	Industrial/Commercial		
	West:	Industrial		
Comprehensive Plan Designation:		Industrial		
Retailers within Annexation boundary		Yes:		No: X
If yes, provide Name/Address/Phone Number				
Values:	Assessed	\$53,010		
	Actual	\$190,000		
Address Ranges				
Special Districts:	Water	Ute Water		
	Sewer	Persigo		
	Fire	Grand Junction Fire		
	Irrigation/Drainage	Grand Valley Irrigation Company		
	School	School District 51		
	Pest	Grand River Mosquito Control District		

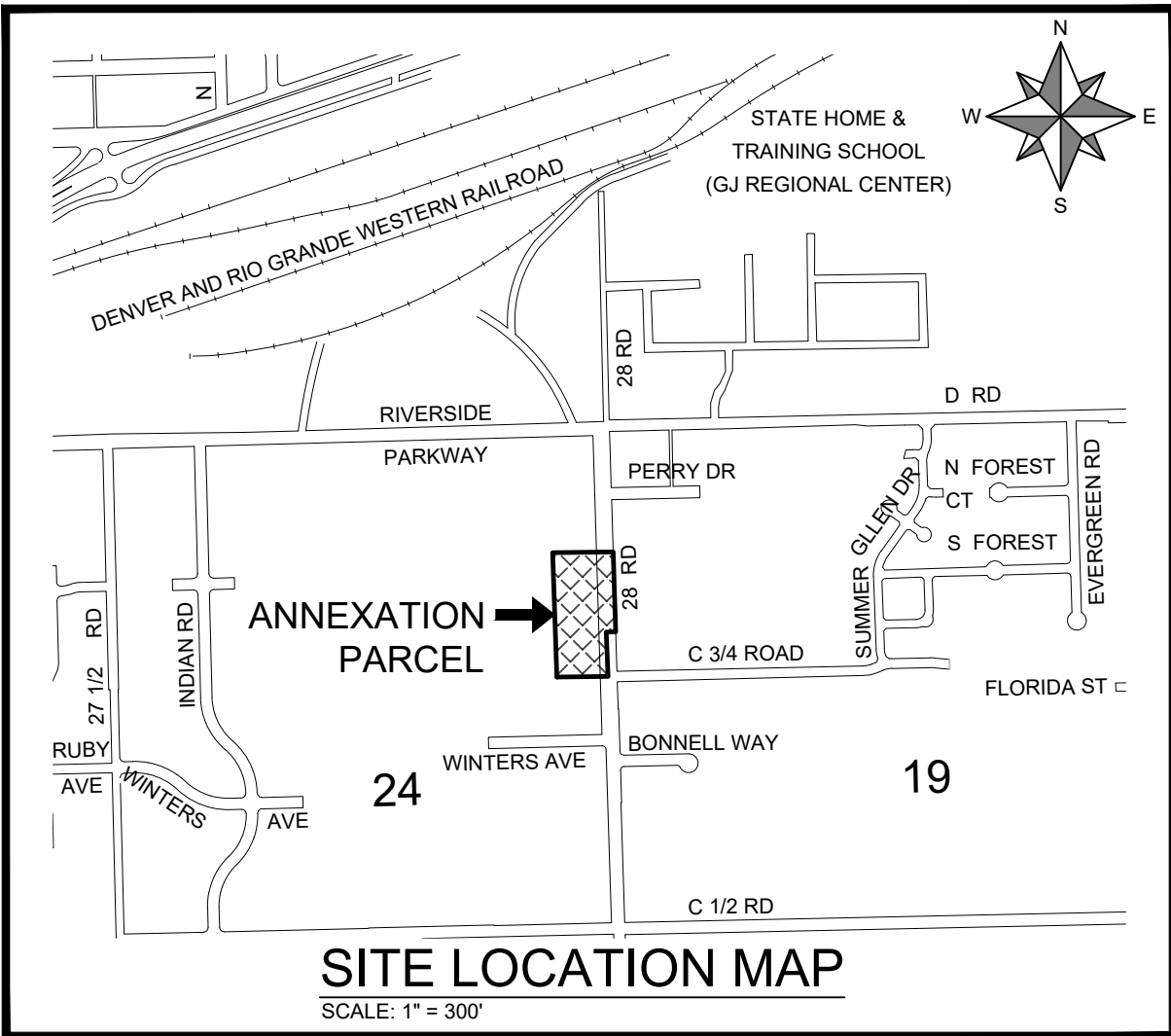


# WENDI GECHTER IRA ANNEXATION

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



THIS IS NOT A BOUNDARY SURVEY



## LEGAL DESCRIPTION

A parcel of land being a part of the NE1/4NE1/4 of Section 24, Township 1 South, Range 1 West and Government Lot 1 of Section 19, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado, more particularly described as follows:

Beginning at the N1/16 corner between said Sections 19 and 24, whence the NE corner of said Section 24 bears N00°13'41"W 1324.85 feet, said east line of the NE1/4NE1/4 of Section 24 being the basis of bearings, running thence along the south line of said NE1/4NE1/4 of Section 24 N89°53'01"W 328.88 feet to the southeast corner of the Carter-Page Annexation, thence along the east line of said Carter-Page Annexation N00°10'38"W 662.13 feet to the southwest corner of Roy's RV Annexation, thence along the south line of said Roy's RV Annexation and said south line extended S89°56'05"E 328.30 feet to the east line of the NE1/4NE1/4 of Section 24, thence S89°46'28"W 59.00 feet to the northwest corner of the Western Slope Warehouse Annexation No. 3, thence along said Western Slope Warehouse Annexation No. 3 the following five (5) courses: (1) S00°13'41"E 422.40 feet; (2) thence S89°46'19"W 57.00 feet; (3) thence S00°13'41"E 85.35 feet; (4) thence S89°46'19"W 1.00 feet; (5) thence S00°13'41"E 154.68 feet to the south line of Government Lot 1 of Section 19; thence along said south line N89°38'04"W 1.00 feet to the N1/16 corner between Sections 19 and 24 and the Point of Beginning.

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

## AREAS OF ANNEXATION

ANNEXATION PERIMETER	2,100	FT.
CONTIGUOUS PERIMETER	1,483	FT.
AREA IN SQUARE FEET	242,861	FT <sup>2</sup>
AREA IN ACRES	5.58	AC.
AREA WITHIN R.O.W.	45,119	FT <sup>2</sup>
AREA WITHIN DEEDED R.O.W.	25,247	FT <sup>2</sup>
	0.58	AC.

## LEGEND

ANNEXATION BOUNDARY	
ANNEXATION AREA	
EXISTING ANNEXATION LIMITS	
SECTION LINE	
RIGHT-OF-WAY	
ADJOINER	

## SURVEY ABBREVIATIONS

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T	TOWNSHIP
R	RANGE
U.M.	UTE MERIDIAN
NO.	NUMBER
REC.	RECEPTION

SQ. FT.	SQUARE FEET
Δ=	CENTRAL ANGLE
RAD.	RADIUS
ARC	ARC LENGTH
CHD.	CHORD LENGTH
CHB.	CHORD BEARING
BLK.	BLOCK
P.B.	PLAT BOOK
BK.	BOOK
PG.	PAGE
MCSM	MESA CO. SURVEY MONUMENT

ORDINANCE NO.  
XXXX

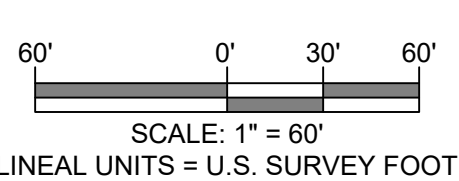
EFFECTIVE DATE  
XX/XX/20XX

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

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

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

DRAWN BY: ABL DATE: 04/2025  
REVIEWED BY: NCW DATE: 04/2025  
CHECKED BY: RBP DATE: 05/2025  
APPROVED BY: ABL DATE: 05/2025



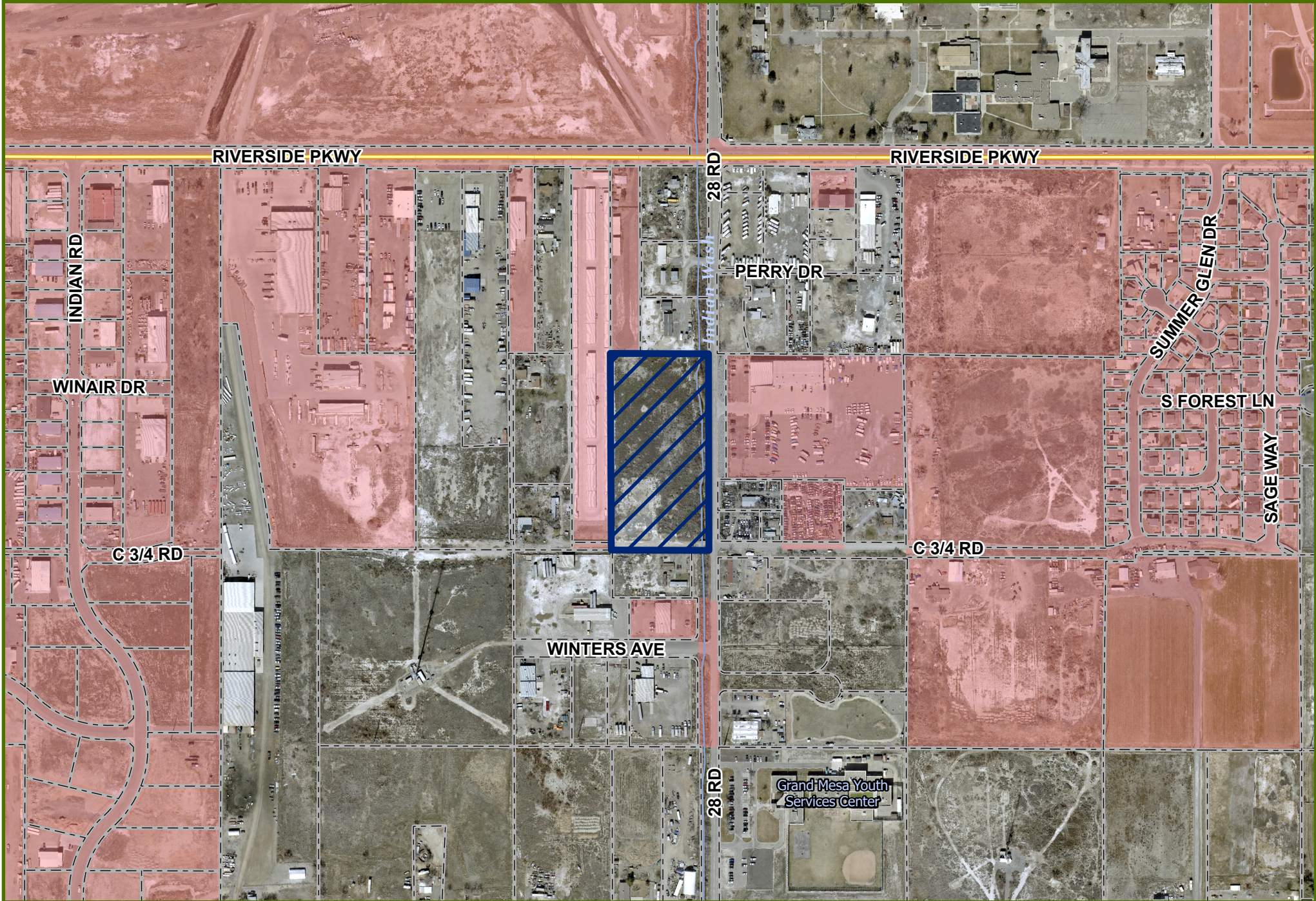
Engineering & Transportation  
Department  
244 North 7th Street - Grand Junction, CO. 81501  
(970) 256-4082

WENDI GECHTER IRA ANNEXATION  
Located in the NE1/4NE1/4 of Section 24, Township 1 South, Range 1 West,  
and Lot 1 of Section 19, Township 1 South, Range 1 East,  
Ute Meridian, County of Mesa, State of Colorado

1 OF 1



# 377 28 Annexation



0 125 250 500 Feet



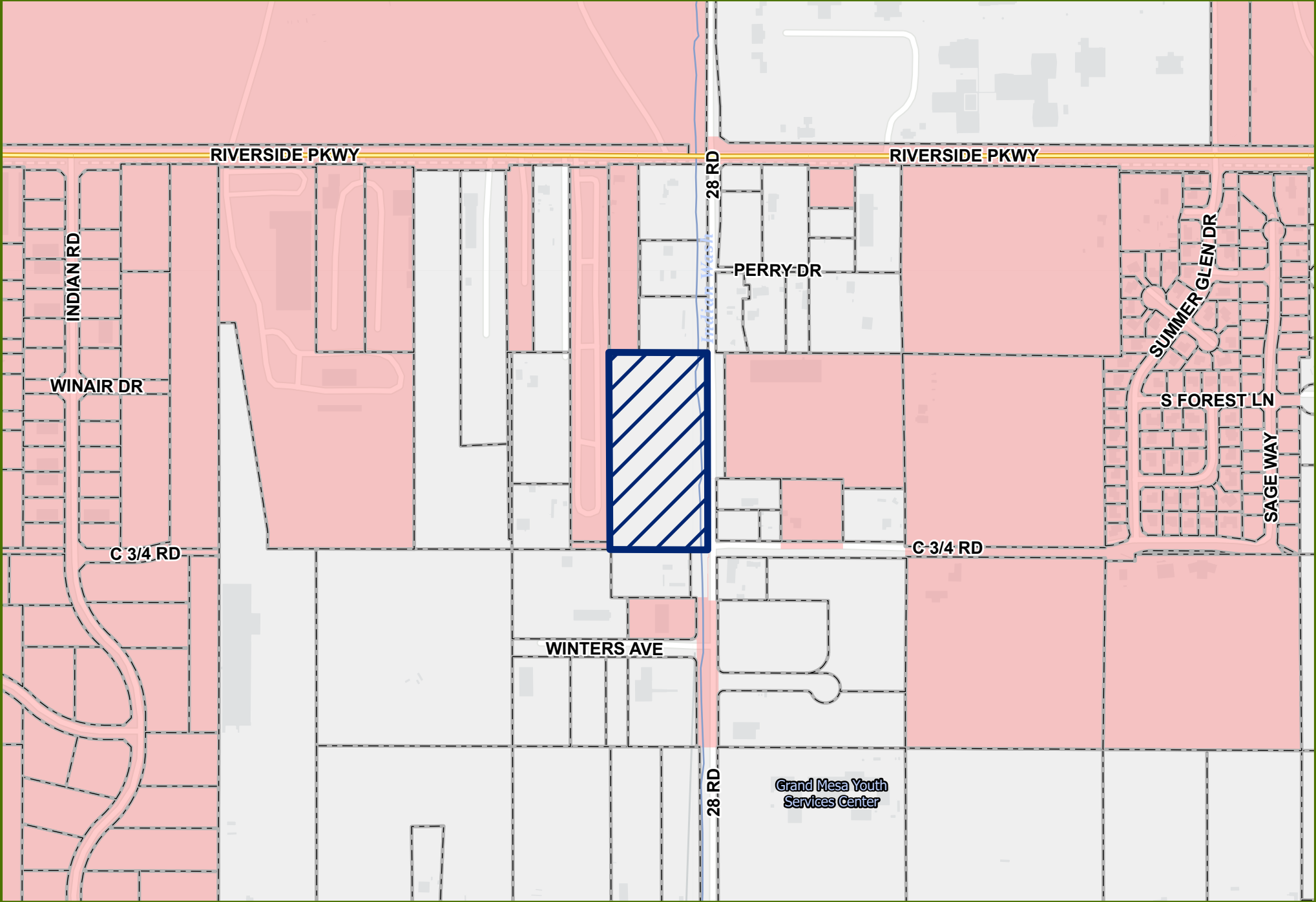
Annexation Site



City Limits



# 377 28 Annexation



0 125 250 500 Feet



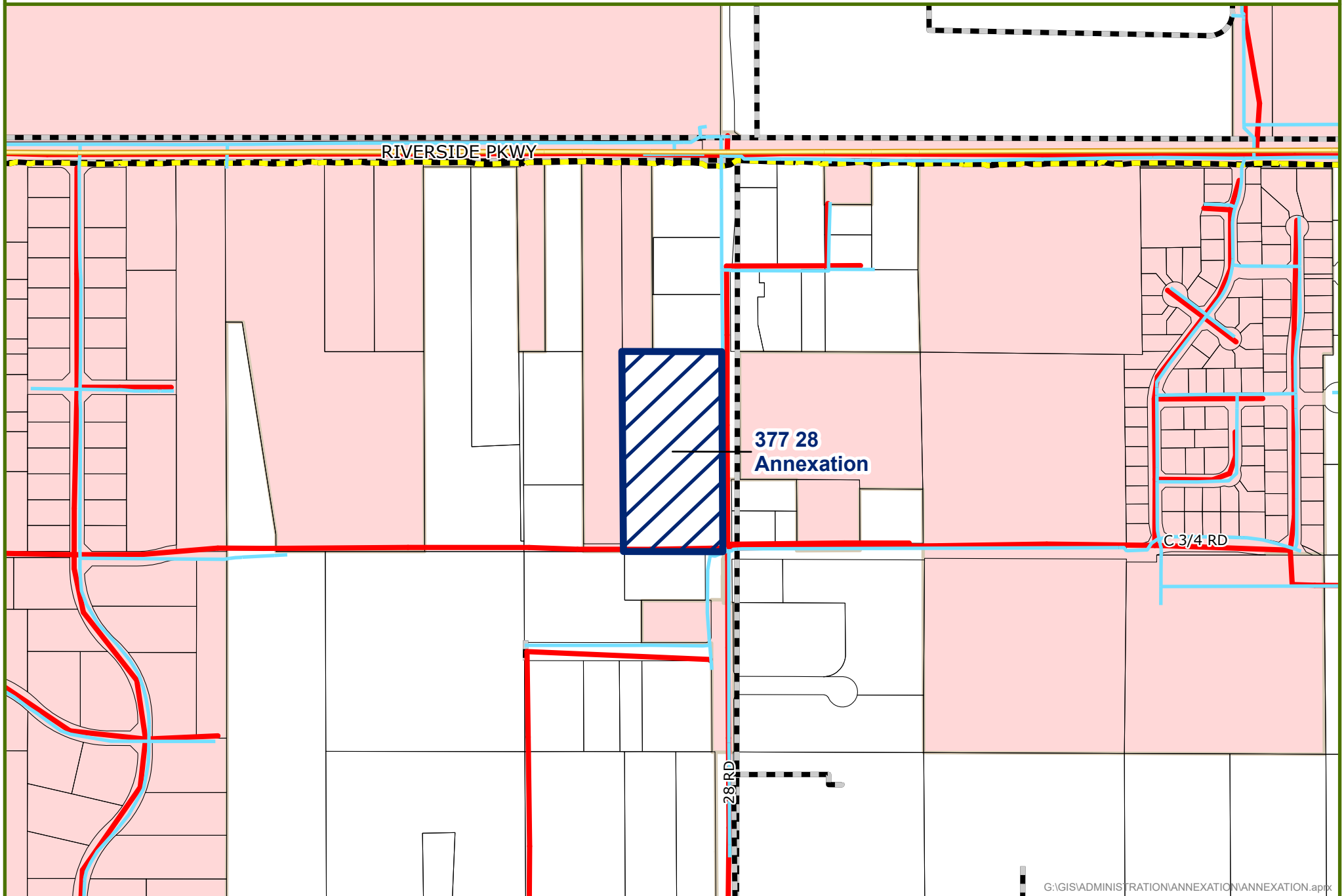
Annexation Site



City Limits



# 377 28 Annexation - Utilities



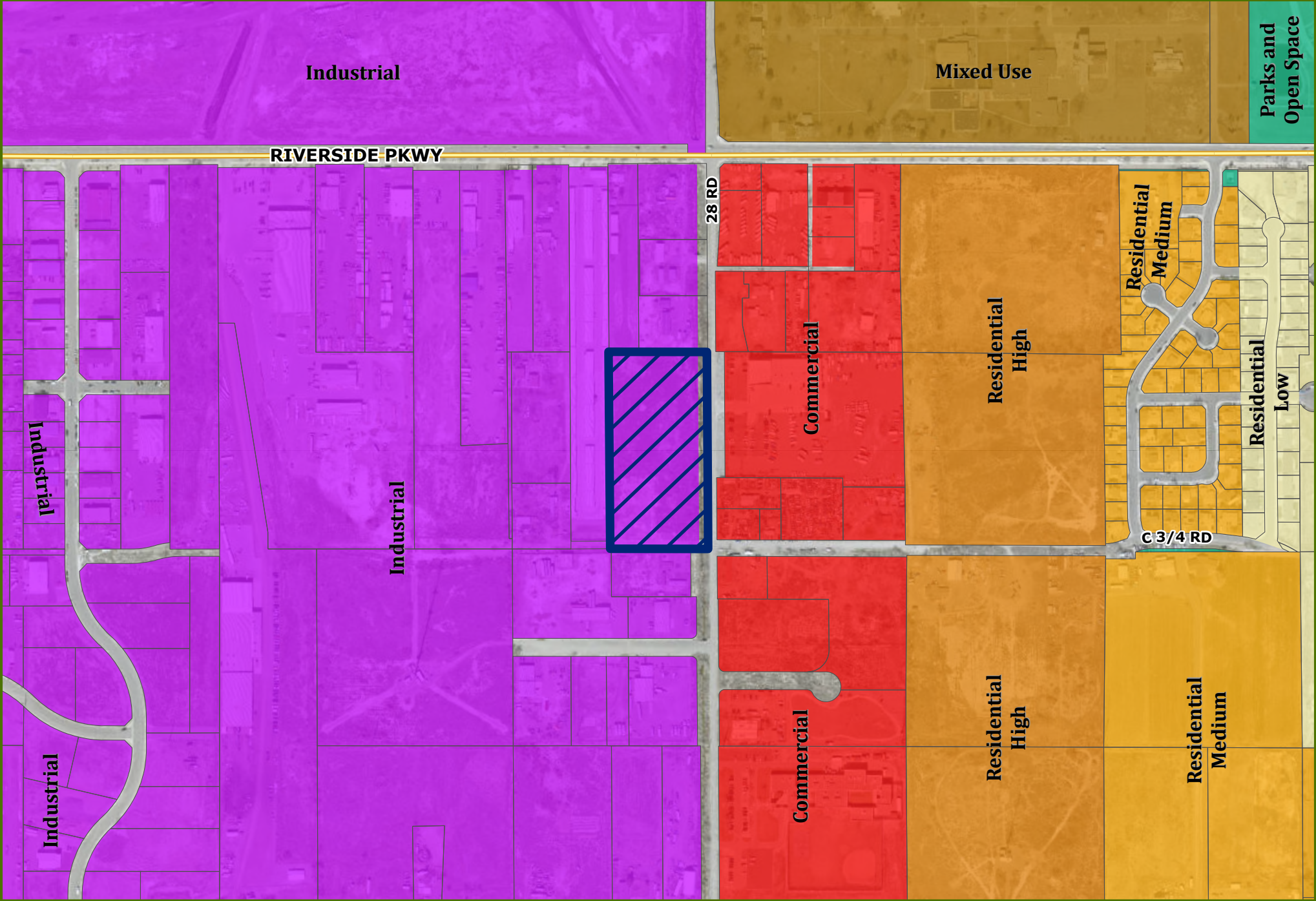
G:\GIS\ADMINISTRATION\ANNEXATION\ANNEXATION.aprx

Date Created: 3/26/2025





377 28 Annexation - Land Use



0 125 250 500 Feet



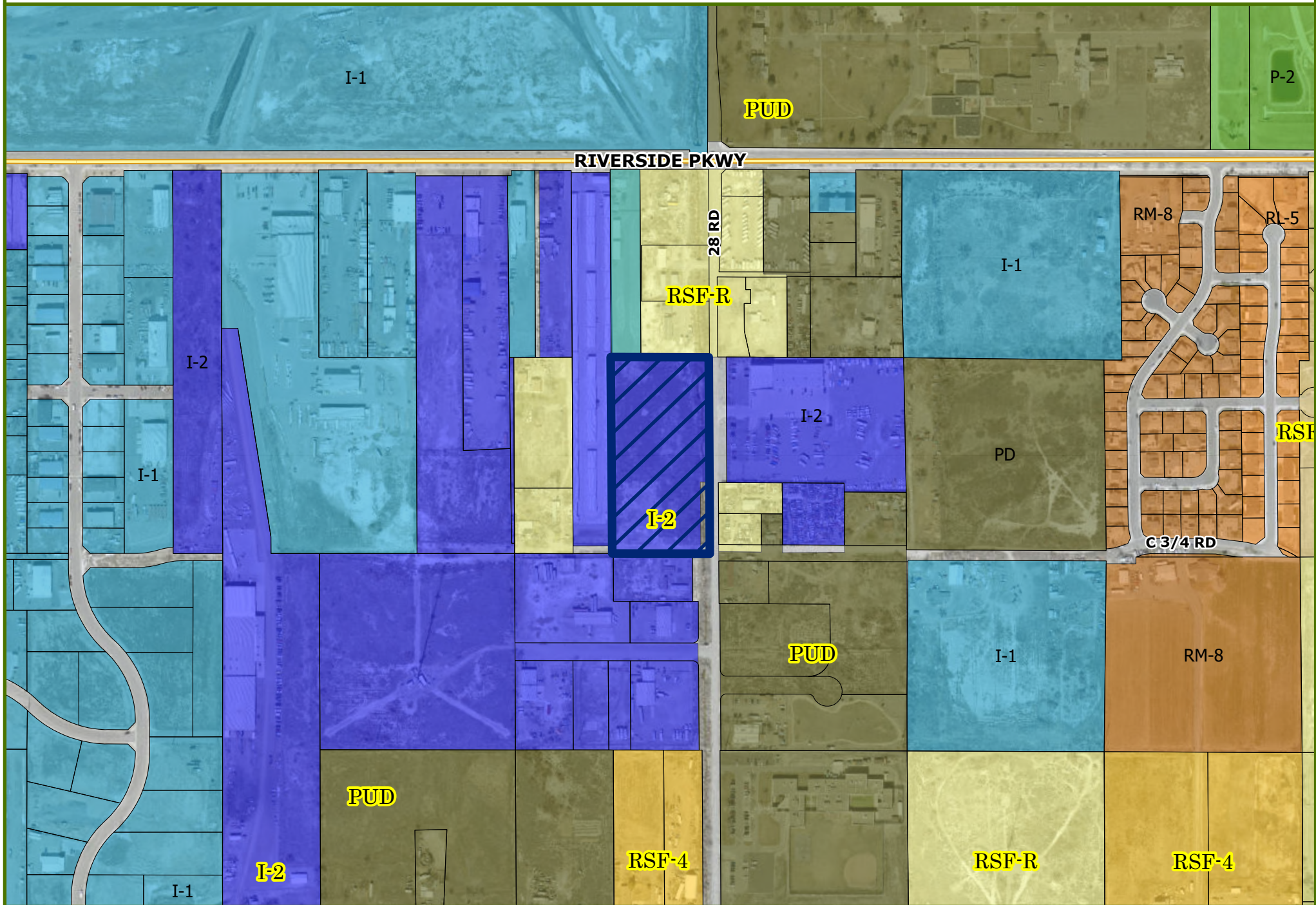
Annexation Site

Packet Page 344

Date Created: 3/26/2025



# 377 28 Annexation - Zoning



0 125 250 500 Feet



Annexation

City Zoning

County Zoning

Date Created: 3/26/2025





**WENDI GECHTER IRA ANNEXATION  
PETITION FOR ANNEXATION**

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

GENERAL LOCATION: 377 28 Rd, Grand Junction, CO 81507  
Tax ID # 2945-241-00-005

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

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

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

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

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

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

Equity Trust Company Custodian FBO Wendi Gechter IRA  
NAME

218 Easter Hill Dr, Grand Junction, CO 81507  
ADDRESS

  
SIGNATURE

Wendi Gechter, Owner

4/15/25  
DATE

(Wendi Gechter IRA Annexation Petition)



STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

Wendi Gechter, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

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

Wendi Gechter

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

Witness my hand and official seal.

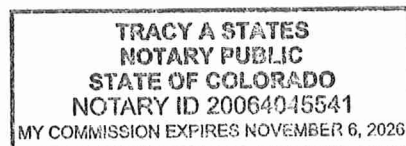
Tracy A. States

Notary Public

466 Duffy Drive  
Grand Junction, Co 81504

Address

My commission expires: 11/06/2026





**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**

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**1. 30 Road Retail/Office/Storage CUP**

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**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](http://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](http://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](http://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**

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### **ADJOURNMENT**

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

The meeting adjourned at 7:18 p.m.



**NOTICE OF HEARING  
ON PROPOSED ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO**

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 7<sup>th</sup> day of May 2025, the following Resolution was adopted:



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION  
REFERRING A PETITION TO THE CITY COUNCIL  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
SETTING A HEARING ON SUCH ANNEXATION,  
AND EXERCISING LAND USE CONTROL**

**WENDI GECHTER IRA ANNEXATION**

**APPROXIMATELY 5.58 ACRES  
LOCATED AT 377 28 ROAD, GRAND JUNCTION, COLORADO**

WHEREAS, on the 7<sup>th</sup> day of May 7, 2025, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situated in Mesa County, Colorado, and described as follows:

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

**Wendi Gechter IRA Annexation Legal Description**

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

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



WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 18<sup>th</sup> day of June, 2025, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals, and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the 7<sup>h</sup> day of May 2025.

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

President of the City Council

ATTEST:

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

**NOTICE IS FURTHER GIVEN** that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

\_\_\_\_\_  
City Clerk



<i>DATES PUBLISHED</i>
<b>May 10<sup>th</sup>, 2025</b>
<b>May 17<sup>th</sup>, 2025</b>
<b>May 24<sup>th</sup>, 2025</b>
<b>May 31<sup>st</sup>, 2025</b>



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO  
WENDI GECHTER IRA ANNEXATION**

**LOCATED 377 28 ROAD  
APPROXIMATELY 5.58 ACRES**

**WHEREAS**, on the 7<sup>th</sup> day of May 2025, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the \_\_\_\_ day of \_\_\_\_\_, 2025; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit is by and with this ordinance duly and lawfully annexed to the City:

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

**Wendi Gechter IRA Annexation Legal Description**

A parcel of land being a part of the NE1/4NE1/4 of Section 24, Township 1 South, Range 1 West and Government Lot 1 of Section 19, Township 1 South, Range 1 East, all in the Ute Meridian, Mesa County, Colorado, more particularly described as follows: Beginning at the N1/16 corner between said Sections 19 and 24, whence the NE corner of said Section 24 bears N00°13'41"W 1324.85 feet, said east line of the NE1/4NE1/4 of Section 24 being the basis of bearings, running thence along the south line of said NE1/4NE1/4 of Section 24 N89°53'01"W 328.88 feet to the southeast corner of the Carter-Page Annexation, thence along the east line of said Carter-Page Annexation N00°10'38"W 662.13 feet to the southwest corner of Roy's RV Annexation, thence along the south line of said Roy's RV Annexation and south line extended S89°56'05"E 328.30 feet to the east line of the NE1/4NE1/4 of Section 24, thence S89°46'28"W 59.0



feet to the northwest corner of the Western Slope Warehouse Annexation No. 3, thence along said Western Slope Warehouse Annexation No. 3 the following five (5) courses: (1) S00°13'41"E 422.40 feet; (2) thence S89°46'19"W 57.00 feet; (3) thence S00°13'41"E 85.35 feet; (4) thence S89°46'19"W 1.00 feet; (5) thence S00°13'41"E 154.68 feet to the south line of Government Lot 1 of Section 19; thence along said south line N89°38'04"W 1.00 feet to the N1/16 corner between Sections 19 and 24 and the Point of Beginning.

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

**INTRODUCED** on first reading this 7<sup>th</sup> day of May 2025 and ordered published in pamphlet form.

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

\_\_\_\_\_  
[NAME]  
President of the City Council

ATTEST:

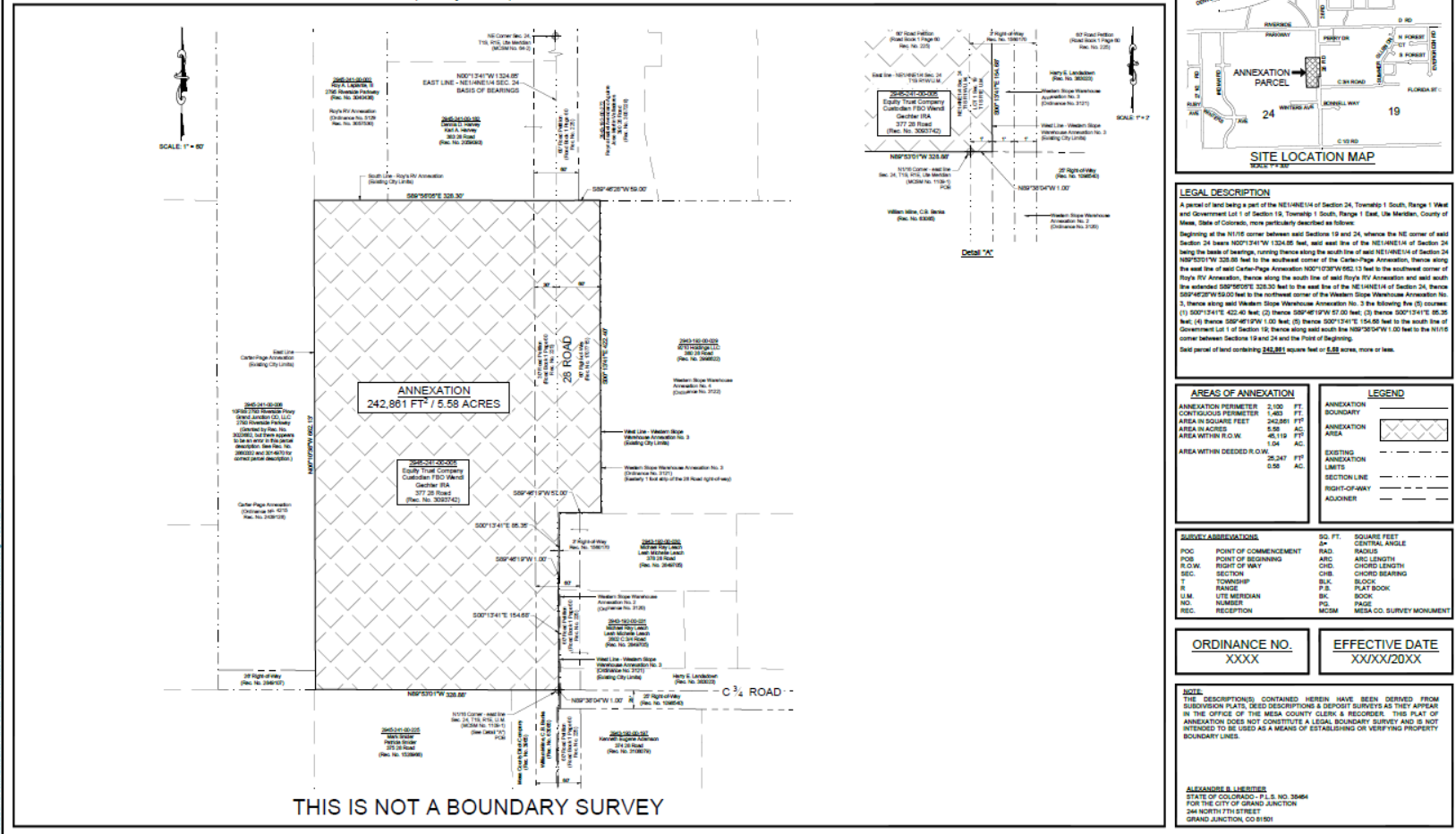
\_\_\_\_\_  
Selestina Sandoval  
City Clerk



# EXHIBIT A

## WENDI GECHTER IRA ANNEXATION

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



THIS IS NOT A BOUNDARY SURVEY

**LEGAL DESCRIPTION**  
A parcel of land being a part of the NE1/4NE1/4 of Section 24, Township 1 South, Range 1 West and Government Lot 1 of Section 19, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado, more particularly described as follows:  
Beginning at the NE1/4 corner between said Sections 19 and 24, whence the NE corner of said Section 24 bears N00°13'41"W 1204.05 feet, said west line of the NE1/4NE1/4 of Section 24 being the basis of bearings, running thence along the south line of said NE1/4NE1/4 of Section 24 N89°33'01"W 325.89 feet to the southeast corner of the Carter-Page Annexation, thence along the west line of said Carter-Page Annexation N00°13'01"W 85.13 feet to the southwest corner of Royce RV Annexation, thence along the south line of said Royce RV Annexation and said south line extended S89°30'01"W 325.30 feet to the west line of the NE1/4NE1/4 of Section 24, thence S89°40'01"W 325.30 feet to the southwest corner of the Western Slope Warehouse Annexation No. 3, thence along said Western Slope Warehouse Annexation No. 3 the following line (5) courses: (1) S00°13'41"E 422.40 feet; (2) thence S89°40'01"W 87.00 feet; (3) thence S00°13'41"E 85.35 feet; (4) thence S89°40'01"W 1.00 feet; (5) thence S00°13'41"E 154.65 feet to the south line of Government Lot 1 of Section 19, thence along said south line N89°30'01"W 1.00 feet to the NE1/4 corner between Sections 19 and 24 and the Point of Beginning.  
Said parcel of land containing **242,861** square feet or **5.58** acres, more or less.

AREAS OF ANNEXATION	ANNEXATION LEGEND
ANNEXATION PERIMETER CONTIGUOUS PERIMETER AREA IN SQUARE FEET AREA IN ACRES AREA WITHIN DEEDED R.O.W.	2,192 FT. 1,483 FT. 242,861 FT. 5.58 AC. 45,119 FT. 25,247 FT. 0.58 AC.
	ANNEXATION BOUNDARY ANNEXATION AREA EXISTING ANNEXATION LIMITS SECTION LINE RIGHT-OF-WAY ADJACENT

SURVEY ABBREVIATIONS	SQ. FT. SQUARE FEET
POB POINT OF BEGINNING	AC. ACRES
R.O.W. RIGHT-OF-WAY	CHD. CHORD LENGTH
SEC. SECTION	CHB. CHORD BEARING
T. TOWNSHIP	BLK. BLOCK
R. RANGE	P.B. PLAT BOOK
U.M. UTE MERIDIAN	BL. BOOK
NO. NUMBER	PG. PAGE
REC. RECEPTION	MECM. MESA CO. SURVEY MONUMENT

ORDINANCE NO. XXXX	EFFECTIVE DATE XX/XX/20XX
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**NOTE:**  
THE DESCRIPTIONS CONTAINED HEREIN HAVE BEEN DERIVED FROM THE BOUNDARY PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.  
**ALEXANDER & LEBLANC**  
STATE OF COLORADO, P.L.S. NO. 38464  
FOR THE CITY OF GRAND JUNCTION  
24 NORTH 7TH STREET  
GRAND JUNCTION, CO 81501

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

DRAWN BY: ABL DATE: 04/20/20  
REVIEWED BY: MOW DATE: 05/20/20  
CHECKED BY: MOW DATE: 05/20/20  
APPROVED BY: ABL DATE: 05/20/20

SCALE: 1" = 80'  
LINEAL UNITS = U.S. SURVEY FOOT

**Grand Junction**  
COLORADO

**Engineering & Transportation Department**  
244 North 7th Street - Grand Junction, CO, 81501  
(970) 355-6012

**WENDI GECHTER IRA ANNEXATION**  
Located in the NE1/4NE1/4 of Section 24, Township 1 South, Range 1 West, and Lot 1 of Section 19, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado

1 OF 1



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

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

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

**Recitals:**

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

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

After notice and public hearing, the Grand Junction City Council finds that the I-1 (Light Industrial) zone district, is in conformance with at least one of the stated criteria of Section 21.02.050(m) of the Grand Junction Zoning & Development Code for the parcel as designated.

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

**ZONING FOR THE WENDI GECHTER IRA ANNEXATION**

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

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

**Wendi Gechter IRA Annexation Legal Description**

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



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

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

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

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

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

\_\_\_\_\_  
[NAME]  
President of the Council

ATTEST:

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





## Grand Junction City Council

### Regular Session

Item #6.a.

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**Meeting Date:** June 18, 2025  
**Presented By:** Jay Valentine, General Services Director  
**Department:** General Services  
**Submitted By:** Jay Valentine

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### Information

#### **SUBJECT:**

Design Build Optical Sorting Equipment

#### **RECOMMENDATION:**

Staff recommends the Purchasing Division enter into a contract with Bulk Handling Systems (BHS) for the not-to-exceed amount of \$11,348,511 for the Materials Recovery Facility.

#### **EXECUTIVE SUMMARY:**

The City has prioritized the development of a Materials Recovery Facility (MRF) to enhance regional recycling capabilities and meet sustainability objectives. Following a comprehensive feasibility study and City Council deliberations, the City acquired a suitable facility for MRF operations and subsequently issued a Request for Proposal (RFP) to design-build the sorting equipment that is essential to the MRF.

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

The City operates a dual-stream recycling program that currently serves approximately 35% of residential customers. However, the program's growth is restricted by the limited capacity of the existing processing facility. To overcome this constraint, the City issued a Request for Proposal (RFP) to identify a partner capable of developing a new Materials Recovery Facility (MRF). Bruin Waste was ultimately selected, based on its alignment with the City's goals and the recommendations outlined in the MRF feasibility study.

On March 5, 2025, City Council approved the purchase of property at 365 32 Rd. to serve as the location for the new facility. The MRF will enable the City's recycling division to expand automated recycling services for residents and support the future transition to single-stream recycling. The facility will incorporate modern optical and



advanced sortation technologies and will be designed to comply with Colorado's Extended Producer Responsibility (EPR) Act.

A formal Request for Proposals (RFP) was issued via BidNet, 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 Daily Sentinel. The following six (6) firms submitted responsive proposals:

<b>Company</b>	<b>Location</b>
Bulk Handling Systems	Eugene, OR
Machinex Technologies	High Point, NC
AMP Robotics	Louisville, CO
Green Machine	Baldwinsville, NY
Synergy Waste Management	Auburn, MA
Sparta Manufacturing	Notre-Dame, New Brunswick, Canada

The selection committee evaluated the proposals in accordance with the criteria as stated in the solicitation, to include: responsiveness, financial stability, operational performance, cost-effectiveness, flexibility, implementation timeline, and capital investment. After initial scoring, three vendors were shortlisted for further review. City staff visited facilities across the country and Canada to observe the proposed sorting technologies in operation and assess their performance in real-world conditions.

Based on the evaluation process, Bulk Handling Systems (BHS) is recommended as the preferred proposer. BHS stood out for its extensive industry experience, strong financial position, and advanced automation capabilities. Its systems feature proprietary AI-driven robotic sorters and data analytics tools that significantly enhance sorting efficiency, material recovery rates, and overall facility safety and reliability.

"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:**

To facilitate the acquisition and development of the MRF, on April 16, 2025, Council approved a short-term loan agreement with ANB Bank in the amount of \$18,000,000. Proceeds from this loan will fund the initial contract for MRF equipment and design. The loan is scheduled to mature on December 31, 2025, at which time it will be repaid using proceeds from a Certificate of Participation (COP) issuance. By deferring the COP issuance, the City can better understand how much of the project cost will be offset by anticipated grant funding. Spending authority and the amendment to the 2025 budget for the Solid Waste Fund was authorized by City Council on April 16, 2025.

#### **SUGGESTED MOTION:**



I move to authorized the City Manager to negotiate and sign a contract not to exceed \$11,348,511 with Bulk Handling Systems for the design-build services for optical and advanced materials sorting equipment.

**Attachments**

None