

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



**GRAND JUNCTION CITY COUNCIL
MONDAY, SEPTEMBER 15, 2025
WORKSHOP, 5:30 PM
FIRE DEPARTMENT TRAINING ROOM
625 UTE AVENUE**

1. Discussion Topics

- a. CMU Football Facility Proposal
- b. DDA/BID Overview
- c. Initial Phase of Outdoor Facilities at Matchett Park
- d. Request for City Contribution to Liberty Apartments Project by Aspire Residential, LLC

2. City Council Communication

An unstructured time for Councilmembers to discuss current matters, share ideas for possible future consideration by Council, and provide information from board & commission participation.

3. Next Workshop Topics

4. Other Business

- a. October 2025 as Intimate Partner Violence Awareness Month Proclamation Request
- b. PANDAS/PANS Awareness Day Proclamation Request

What is the purpose of a Workshop?

The purpose of the Workshop is to facilitate City Council discussion through analyzing information, studying issues, and clarifying problems. The less formal setting of the Workshop

promotes conversation regarding items and topics that may be considered at a future City Council meeting.

How can I provide my input about a topic on tonight's Workshop agenda?

Individuals wishing to provide input about Workshop topics can:

1. Send input by emailing a City Council member ([Council email addresses](#)) or call one or more members of City Council (970-244-1504)
 2. Provide information to the City Manager (citymanager@gjcity.org) for dissemination to the City Council. If your information is submitted prior to 3 p.m. on the date of the Workshop, copies will be provided to Council that evening. Information provided after 3 p.m. will be disseminated the next business day.
 3. Attend a Regular Council Meeting (generally held the 1st and 3rd Wednesdays of each month at 5:30 p.m. at City Hall) and provide comments during "Public Comments."
-



Grand Junction City Council

Workshop Session

Item #1.a.

Meeting Date: September 15, 2025
Presented By: Mike Bennett, City Manager
Department: City Manager's Office
Submitted By: Kimberly Bullen

Information

SUBJECT:

CMU Football Facility Proposal

EXECUTIVE SUMMARY:

Colorado Mesa University (CMU) values the partnership with the City and is interested in building a collegiate football facility at Stoker Stadium.

BACKGROUND OR DETAILED INFORMATION:

The City and Colorado Mesa University (CMU) have a long-standing and valued partnership that supports the continued growth and development of both the community and the university. As CMU has expanded over the years, so have its athletic programs, resulting in an increased need for modern collegiate athletic facilities. In recognition of this ongoing partnership, CMU has expressed interest in enhancing amenities at the Lincoln Park Sports complex for collegiate football. CMU envisions this potential project as a way to further enhance its athletic offerings while strengthening its ties to the community and contributing to local economic vitality. Representatives from CMU will present their conceptual ideas for enhanced football facilities and embracing a collegiate football stadium to the City City Council. Following the presentation, council members will have the opportunity to ask questions and engage in a discussion regarding the proposal and its potential impacts.

FISCAL IMPACT:

Discussion only at this time.

SUGGESTED ACTION:

Discussion only.

Attachments

None



Grand Junction City Council

Workshop Session

Item #1.b.

Meeting Date: September 15, 2025
Presented By: Brandon Stam, DDA Executive Director
Department: Downtown Development Authority
Submitted By: Brandon Stam

Information

SUBJECT:

DDA/BID Overview

EXECUTIVE SUMMARY:

Provide an overview of the both the Downtown Development Authority (DDA) and Business Improvement District (BID) including purpose, powers and limitations of both entities along with the relationship, history and funding mechanisms for both entities.

BACKGROUND OR DETAILED INFORMATION:

The Downtown Development Authority (DDA) was established in 1977 for the purpose of preventing slum, blight and deterioration of property and property values within the district. The general mission of the DDA is to build public-private investments that foster economic, cultural and social growth in the central business district that assists in the development and redevelopment of the District.

The Downtown Business Improvement District (BID) was created in 2005 in an effort to provide dedicated resources to promote business activity in the area and to improve the economic vitality and overall commercial appeal of the Downtown area.

FISCAL IMPACT:

None

SUGGESTED ACTION:

None

Attachments

None



Grand Junction City Council

Workshop Session

Item #1.c.

Meeting Date: September 15, 2025
Presented By: Ken Sherbenou, Parks and Recreation Director
Department: Parks and Recreation
Submitted By: Ken Sherbenou

Information

SUBJECT:

Initial Phase of Outdoor Facilities at Matchett Park

EXECUTIVE SUMMARY:

As described in recent Council briefs, the initial phase of outdoor facilities at Matchett Park is progressing. This phase was entirely contingent on grant funding coming to fruition. With grants secured from a variety of sources, the design of this phase is progressing. Currently at about 90% design and engineering, the time is right to update the City Council on these efforts. This same routine was followed as the CRC plan evolved in 2022, after voter approval in 2023, with finalizing the design and securing construction contracts.

Barker Rinker Seacat (BRS), the lead architect, worked with their sub-consultants, including a landscape architect and a civil engineer, to develop the design. FCI Constructors, the Construction Manager General Contractor, has also been centrally involved, providing cost estimates at the concept, schematic, 50% and 90% design levels to ensure the project stays on budget. Following this update to Council and discussion at the workshop on September 15, 2025, it is anticipated that a change order to FCI's CRC construction contract will come before Council at the October 15th, 2025, meeting. This would fund the initial phase of outdoor facilities at Matchett Park.

BACKGROUND OR DETAILED INFORMATION:

The 2021 Parks, Recreation, and Open Space (PROS) Master Plan identified the Community Recreation Center as the highest priority. The legalization of cannabis was approved by voters in 2021. This established a tax on cannabis, with the proceeds being devoted to funding the highest priorities in the PROS Master Plan. A 0.14% sales tax was approved by voters in 2023, devoted to funding Grand Junction's first Community Recreation Center (CRC). The 2022 CRC Plan described the plan for implementing the design, construction, and operation of the CRC, which served as the

blueprint for the 2023 ballot proposal.

Page 46 of the 2022 CRC Plan stated the following:

ALTERNATIVE FUNDING. The City will look to secure additional funding sources to support the CRC, including but not limited to: Potential partnerships and grants e.g., Great Outdoors Colorado, El Pomar Foundation, Gates Family Foundation, Department of Energy Daniels Fund, Department of Local Affairs (DOLA), Anschutz Family Foundation, Boettcher Foundation, Bacon Family Foundation, Goodwin Foundation and others. These funding sources can enhance the facility offerings or reduce the debt on the facility, but they typically provide less than 5% of the funding needed and are not guaranteed.

The City of Grand Junction, in partnership with the Grand Valley Parks and Recreation Foundation (now GJ Plays), is actively engaged with each of these organizations regarding a potential grant following the CRC election. Funders will often contribute after a project is approved by voters but not before.

Following voter approval with 60% voting yes, the City moved into implementing the 2022 CRC plan, including pursuing the alternative funding described above. A therapy partner was pursued, which led to the partnership with St. Mary's Intermountain Health Regional Hospital. This provided a \$4,500,000 contribution to the CRC and an annual rent payment of \$168,000. A \$1,000,000 DOLA grant was secured. This funding, along with interest income on the project fund, enabled the expansion of the project from the 83,000 square feet promised voters to the 107,000 square foot facility currently under construction. The expansion happened primarily in the aquatics area, where the number of pools went from three to five, and one of those five pools, the lap pool, expanded from 4 lanes to 6 lanes. Additionally, the building was expanded from two multipurpose rooms to three multipurpose rooms as well as from two group fitness rooms to three group fitness rooms.

Additionally, an initial phase of outdoor facilities was pursued contingent on grant funding, as promised to voters in the 2022 CRC plan. The initial contribution of approximately \$680,000 was from the proceeds of the Burkey land sale. Any sale of city parkland must be approved by a vote of the people. The sale of 18-acre Burkey Park on the far east side of the City limits and near Matchett Park was approved by voters in April 2019. The ballot question specified that the proceeds must be spent at Matchett Park and also towards the creation of a Burkey Pavilion. This Pavilion would honor and recognize the donation of the 18 acres to the City back in the 1960s. This donation of land is sometimes confused with the acquisition of Matchett Park in 1995. The City used a certificate of participation financing method, the same used for the Stadium, to acquire Matchett, working with the Trust for Public Land. The Matchett family always desired to make the 207 acres of land a public asset. They provided an affordable price to the City, and the land was indeed purchased.

The proceeds from the Burkey land donation served as a match as the City pursued grants from foundations. The first secured grant was \$500,000 from the Daniels Fund in

March 2024. Next was the Gates Foundation at \$30,000, followed by the Boettcher Foundation at \$75,000, Great Outdoors Colorado at \$500,000, and finally El Pomar at \$25,000. None of these grants is derived from federal, state, or local tax dollars. There is also an estimated \$890,000 in interest income from the project fund available to go towards this initial phase of outdoor facility development at Matchett Park. All aforementioned funding is secured with all grant contracts executed. There is one final funding possibility with a potential donor of approximately \$500,000. These funds have yet to be received, but they are expected in the coming weeks. At the workshop, staff and consultants will describe the add alternates that will likely be included should that additional funding come to fruition.

FISCAL IMPACT:

The initial phase of outdoor facilities at Matchett Park is expected to cost between \$2,700,000 and \$3,200,000, depending on the status of the final potential donor. \$2,700,000 is currently secured through foundation grants, a GOCO grant, proceeds from the Burkey land sale and interest income on the project fund that is available for the outdoor facilities phase.

SUGGESTED ACTION:

For discussion purposes only.

Attachments

None



Grand Junction City Council

Workshop Session

Item #1.d.

Meeting Date: September 15, 2025

Presented By: Tamra Allen, Community Development Director, John Gargasz, Aspire Residential, LLC

Department: Community Development

Submitted By: Ashley Chambers, Housing Manager

Information

SUBJECT:

Request for City Contribution to Liberty Apartments Project by Aspire Residential, LLC

EXECUTIVE SUMMARY:

Aspire Residential, LLC ("Developer"), represented by John Gargasz, has requested City assistance for Liberty Apartments, a 192-unit apartment community at 2651 Stacy Drive. City Council previously approved Resolution 83-24, supporting a conditional financial commitment of \$885,531 for Phase 1 (72 units), contingent upon approval of Proposition 123 funding. Of this amount, \$344,637 was approved from the 201 Sales Tax Fund, and \$510,894 was allocated from City reserves by Ordinance No. 5254 adopted on April 2, 2025.

Subsequently, City Council's approval of Resolution 45-25, on August 20, 2025, repealed the former Affordable Housing Incentive, which the project was ineligible for, and established a new Production Incentive for Affordable and Attainable Housing Units. Under this new program, the Liberty Apartments project would qualify for a waiver of City impact fees (as it contributes to the City's Proposition 123 unit count), and City sewer and tap fees may be paid by the City through the annual application process, subject to budget approval. Because the project is on Ute Water Conservancy District, the City Housing Incentive would not cover the water-related fees.

While this request is outside of the normal budgetary and application process for the Incentive, the Developer requests that the new Incentive program be applied to Liberty Apartments and that 1) impact fees be waived and that the previously allocated \$234,468 intended to cover the payment of impact fees be reallocated toward the project's sewer and water plant investment and tap fees and 2) that City Council consider contributing an additional \$120,732 to cover sewer and water tap fees. The total sewer and water Plant Investment and Tap fees for the project are \$355,200. If

this request is funded, the City Council would need to pass an ordinance for supplemental appropriation from the City's General Fund Reserves. If funded, the city's total city contribution to the project would be \$1,006,263.

The project's Proposition 123 Equity Program application is due September 17.

BACKGROUND OR DETAILED INFORMATION:

Aspire Residential, LLC ("Developer"), represented by John Gargasz, has requested City assistance for Liberty Apartments, a proposed 192-unit multifamily community located at 2651 Stacy Drive. The Developer intends to deliver the project in two phases: 72 units by June 2026 (Phase 1) and 120 units by April 2028 (Phase 2). The project site lies within the City's Redevelopment Boundary, which—consistent with current policy—qualifies it for a 50% Transportation Impact Fee reduction per building, lowering the estimated Transportation Impact Fee from \$590,400 to \$295,200.

City Council previously approved Resolution 83-24, supporting a conditional financial commitment of \$885,531 for Phase 1 (72 units), contingent upon the project securing Proposition 123 funding. Of that commitment, \$344,637 was approved from the 201 Sales Tax Fund and \$510,894 was allocated from City reserves. The allocation was structured as follows: \$234,468 for City impact fees, \$382,938 for ditch relocation, and \$268,125 toward land acquisition. Council subsequently executed an agreement memorializing the \$885,531 commitment for Phase 1 only.

Originally, the Developer explored financing Liberty Apartments as a Low-Income Housing Tax Credit (LIHTC) project; however, the project's more favorable Qualified Census Tract (QCT) designation later expired, undermining the feasibility of that approach. The Developer now proposes to deliver the project under Proposition 123 rent-restriction pathways, specifically either the Equity program or Concessionary Debt, each of which imposes long-term affordability requirements:

- Prop 123 – Equity: All units restricted to an average of 90% AMI for 30 years; or
- Prop 123 – Concessionary Debt: At least 20% of units (38 units) restricted at 80% AMI for 30 years.

If the Developer secures Proposition 123 funding under either route and permits the units by December 31, 2026, those units will count toward the City's Proposition 123 commitment of 375 affordable units for the current three-year period.

On August 20, 2025, City Council approved Resolution 45-25, which repealed the former Affordable Housing Incentive (for which Liberty Apartments had been ineligible) and established a new Production Incentive for Affordable and Attainable Housing Units. The original incentive program did not provide incentives for rental units above the City's definition of affordability ($\leq 60\%$ AMI); however, Resolution 45-25 broadened eligibility to include attainable production tied to Proposition 123-qualifying outcomes.

Under the new program, Liberty Apartments would qualify for a waiver of City impact fees, and tap fees could be paid by the City through the annual application process, subject to budget approval. While the request below falls outside the normal budgetary and application cycle, the Developer is asking Council to apply the new Production Incentive to Liberty Apartments now in order to align with their financing timeline.

Specifically, the Developer requests:

- Waiver of City impact fees under the new program;
- Reallocation of the previously committed \$234,468 (originally designated for impact fees in Resolution 83-24) toward the project's sewer and water plant investment and tap fees of \$355,200; and
- Additional City contribution of \$120,732 to fully cover the sewer/water fees.

The Developer is advancing a Proposition 123 Equity Program application with a stated submission deadline of September 17 and has indicated that near-term City action on the impact fee waiver and tap-fee treatment would materially support the project's competitive positioning and closing timeline.

FISCAL IMPACT:

The developer requests that the City 1) waive impact fees for Phase 1 (72-Units) of the Liberty Apartments project. While this waiver would otherwise create a \$234,468 budget savings, the developer is asking Council to 2) reallocate that same \$234,468 (previously approved for impact fees) to the project's \$355,200 sewer/water tap fees. No new financial commitment is required for that portion. The developer also requested 3) an additional \$120,732 to fully cover the tap fees. If authorized by Council, the remaining funding request would require a supplemental appropriation from the City's General Fund reserves. If funded, the city's total contribution to the project would be \$1,006,263.

SUGGESTED ACTION:

Council discussion and possible direction to staff.

Attachments

1. Liberty Apartments Request 09.02.25
2. Liberty Apartments Phase I Project Narrative_Executive Summary_250819
3. ORD 5254
4. Funding Agreement for Liberty Apartments (192 Units), 2651 ~ Aspire Residential, LLC
5. Resolution 45-25 Creating a Production Incentive for Affordable and Attainable Housing Units in the City of Grand Junction(3)



John Gargas
Managing Partner
Aspire Residential LLC
21 Continental Blvd
Merrimack, NH 03054

September 2, 2025

Attn: Mike Bennett
City Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

CC: Tamra Allen, Community Development Director
Ashley Chambers, Housing Manager

Memo: Request to modify funding allocation for Liberty Apartments Phase I

Dear Mr. Bennett,

Per the resolution adopted on August 20th, the City Council approved a waiver of both impact fees and tap fees for any project that contributes toward the City's Proposition 123 unit count commitment.

The 72-unit Liberty Apartments Phase I is currently applying for the Proposition 123 Equity Program and qualifies under the resolution's provisions. In April 2025, Aspire Residential entered into a funding agreement with the City, under which the City agreed to provide \$885,531 conditional funding to support the project. Of this amount, \$234,468 was allocated to cover impact fees. There was no funding for the project tap fees, which totals \$355,200 (see appendix attached). Under the new resolution, both impact fees and tap fees are now waived.

Accordingly, we respectfully request that the \$234,468 originally designated for impact fees be reallocated toward the \$355,200 tap fee obligation. If possible, we further request that the City contribute the remaining tap fee balance of \$120,732 in alignment with the latest resolution.

The application deadline for Proposition 123 Equity Program is September 17th. Therefore, we appreciate your timely consideration for this request.

Regards,

John Gargas
Managing Partner
Aspire Residential

Appendix

The breakdown of \$885,531 City's contribution:

Liberty Apartments Phase I	
Land	\$268,125
Ditch	\$382,938
Impact Fee	\$234,468
Tap Fee	-
Total City Contribution	\$885,531

Liberty Apartments Phase I Executive Summary

Liberty Apartments Phase I is the 72-unit initial phase of the 192-unit, full net-zero, middle-income multifamily development project located at 2651 Stacy Drive, Grand Junction, Colorado.

The project features full shovel-readiness, expedited delivery timeline, supporting market data, transit-oriented neighborhood, appealing construction cost, high-quality construction, and supreme energy efficiency and sustainability.



1. Shovel Ready with Delivery as Fast as Modular

Liberty Apartments Phase I is fully entitled with building permits, financing commitments, third-party market study, and as-built appraisal. We are able to meet or exceed the delivery times of modular factories with our experienced general contractor partner, Conner Constructors, and readily available labor in Grand Junction. Our first building will come online 10 months after construction starts and all units will be delivered by month 18.

2. Regional Focus on Western Slope Colorado Where Attainable Housing Remains in Short Supply

The project offers a mix of 60%, 80%, and 100% AMI rent-restricted units with average affordability across all units at 90% AMI. While the Front Range has experienced an oversupply of apartments in many submarkets, recent data indicates that Mesa County has a deficit of between 3,500 and 7,000 housing units with new permits lagging growing demand, and Grand Junction has a 2,400-unit waitlist for affordable units. This project brings 72 units to market with the potential for another 120 units in phase II.

3. Transit-Oriented Neighborhood Leveraging Community Resources

The site is located along the City's **Active Transportation Corridor**, offering seamless access to U.S. Highway 50 and Interstate 70. Within ¼ mile, there is a local bus stop that connects to the broader Grand Valley Transit system, and a dedicated bicycle lane along Linden Ave.

In terms of nearby amenities and job sites, the Dos Rios Elementary School across the street has sufficient capacity to offer before and after school programs for our tenants, and there are a couple of neighborhood restaurants, a grocery store, and a pharmacy. The site is adjacent to the US Department of Energy office in Grand Junction, Business Incubator Center, and a couple of schools and healthcare facilities, whose employees form the core of our tenant base.

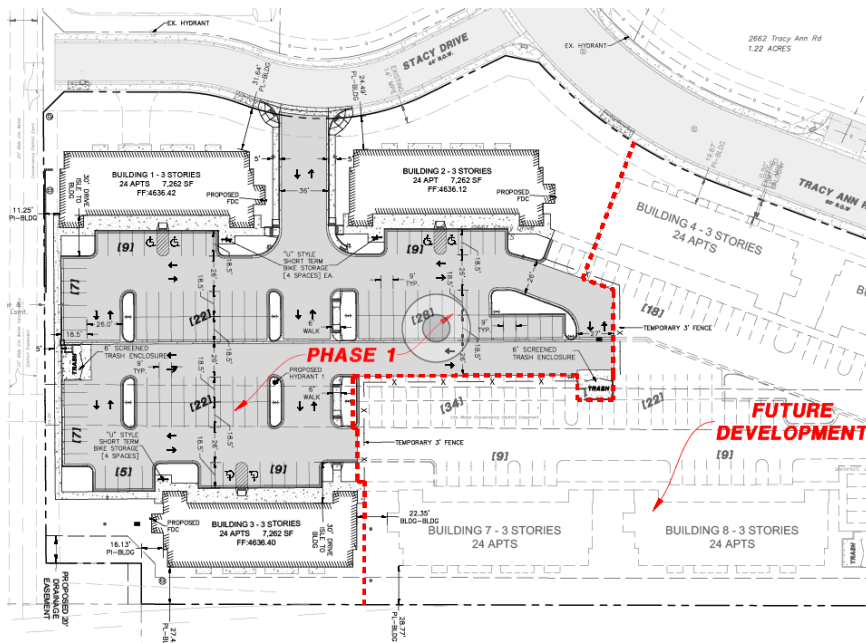
4. Competitive All-In Costs with Robust Financial Feasibility

The goal of Liberty Apartments is to deliver superior quality housing at a low cost basis. Our all-in development budget is approximately \$279k per unit (\$287k per unit including full-size roof solar). We achieve this attractive cost basis by purchasing key materials directly, and integrating the general contractor into the equity ownership to eliminate the GC fees. The project has a balanced capital stack, and has received sponsor equity commitments and various lenders' letters of interest. The City of Grand Junction has also committed \$885k to help expedite the project. With a solid construction and operating budget and a well-versed development and management team, the project demonstrates robust long-term financial feasibility.

5. Pioneering Full Net-Zero Energy Efficiency Providing Healthy, Quiet, Sustainable Housing

To the best of our knowledge, this project will be the first net-zero multifamily residential community in the City of Grand Junction. Designed to the Passive House standard, the buildings consume up to two-thirds less energy than traditional construction. The Liberty Apartment buildings are up to 3x more efficient than net-zero ready construction. The rooftop solar array generates enough electricity to fully offset the year-round energy consumption. In addition, from a resident perspective, the buildings are 50% quieter than traditional construction and provide constant filtered fresh and clean air.

Approved Site Plan



Unit Mix & Rents

Unit AMI	Unit Type	Unit Sqft	No. of Units	Underwriting Monthly Gross Rent*	CHFA 2025 Rent Limit
60%	1 bed/ 1 bath	744	6	\$1,147	\$1,147
60%	2 beds/ 2 baths	1,076	2	\$1,377	\$1,377
80%	1 bed/ 1 bath	744	15	\$1,530	\$1,530
80%	2 beds/ 2 baths	1,076	5	\$1,836	\$1,836
100%	1 bed/ 1 bath	744	33	\$1,750	\$1,912
100%	2 beds/ 2 baths	1,076	11	\$2,050	\$2,295
				*Utility Included	
	Total Unit		72		

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 5254

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

RECITALS:

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

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

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

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


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

Agreement, and the City of Grand Junction ("City"), for the development of the property located at 2651 Stacy Drive, Grand Junction, Colorado ("Property") all as defined and described in the Agreement.

2. The terms of the Agreement, include but are not limited to the City conditionally funding the Project in an amount not to exceed \$885,531 in accordance with the terms defined in the Agreement.
3. In accordance with and pursuant to this Ordinance, the City Council of the City of Grand Junction, Colorado confirms and authorizes the Agreement and any and all actions consistent with and to be taken subsequent to the adoption of this Ordinance, by the officers, employees and agents of the City, if/when such action(s) is(are) pursuant to law and the Agreement, and the findings made therein, and any applicable City Plan(s), ordinance(s), resolution(s), or other document(s), all of which shall be substantially construed to effect the intent and purposes of the Agreement and this Ordinance.
4. If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.
5. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the lawful objectives sought to be obtained.

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

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this 2nd day of April 2025.



Abram Herman
President of the Council

ATTEST:


Selestina Sandoval
City Clerk



DEVELOPMENT/REDEVELOPMENT AND FUNDING AGREEMENT

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

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

RECITALS

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

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

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

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

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

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

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

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

CERTAIN DEFINITIONS

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

AGREEMENT

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

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

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

4. Conditions of Funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Assignment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Representations and Warranties

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

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

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

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

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

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

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


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

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

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

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

City of Grand Junction



Abram Heiman
President of the City Council



Selestina Sandoval
City Clerk

4/7/2025

Date

Developer:

Aspire Residential LLC
a Colorado limited liability company

By: _____
John Gargasz
Manager

Approved as to Substance:

Michael P. Bennett
City Manager

Approved as to Form:

John P. Shaver
City Attorney

Approved as to Contingent Availability of Funds:

Jodi Welch
Interim Director of Finance

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

RESOLUTION NO. 83-24

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

Recitals:

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

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

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

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

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

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

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

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

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

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

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

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


NOW THEREFORE, BE IT RESOLVED THAT:

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

FURTHERMORE, BE IT RESOLVED THAT

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

Passed and adopted this 20th day of November 2024.



Abram Herman
President of the City Council

ATTEST:

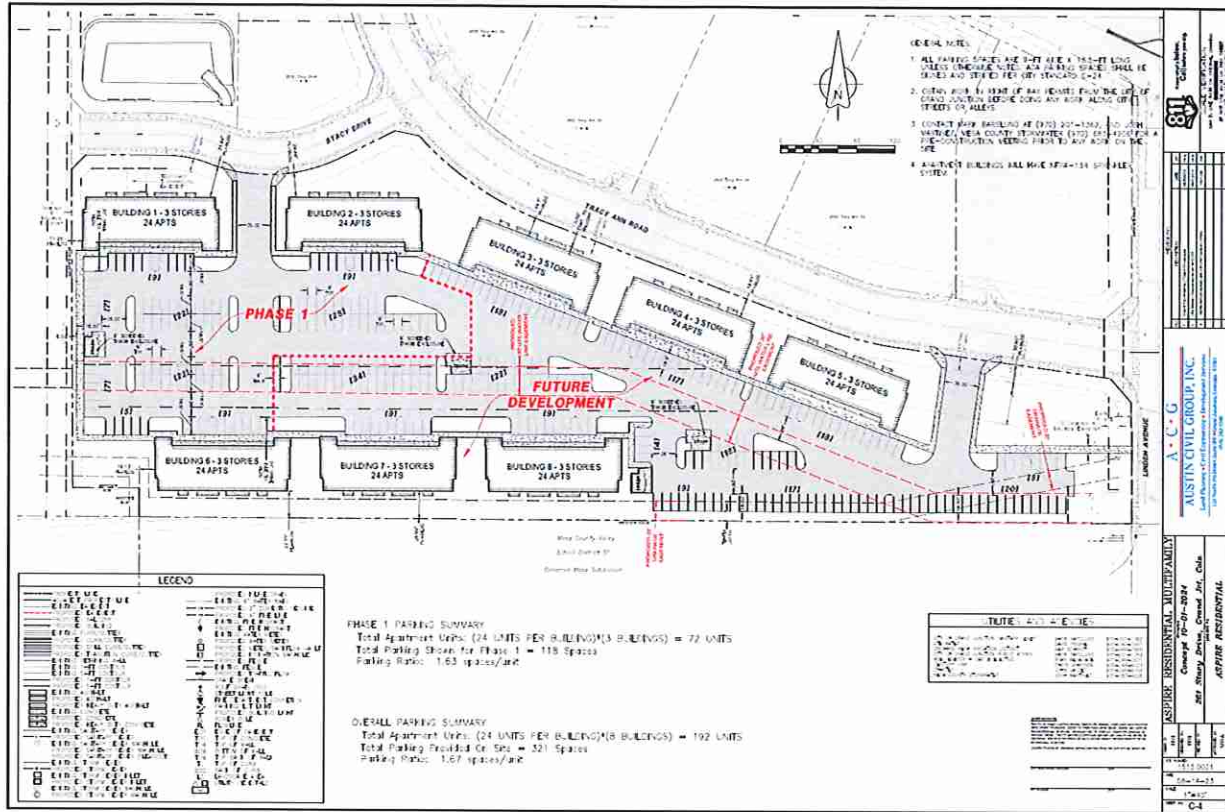

Selestina Sandoval
City Clerk



EXHIBIT B
(Legal Description & Depiction)

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

EXHIBIT C **(Conceptual Plan)**



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 5254 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 19th day of March 2025 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 2nd day of April 2025, at which Ordinance No. 5254 was read, considered, adopted, and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 7th day of April 2025.


Deputy City Clerk

Published: March 22, 2025
Published: April 5, 2025
Effective: May 5, 2025



DEVELOPMENT/REDEVELOPMENT AND FUNDING AGREEMENT

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

This DEVELOPMENT/REDEVELOPMENT AGREEMENT (“**Agreement**”) dated as of April 14, 2025 (“**Effective Date**”), is made by and among ASPIRE RESIDENTIAL LLC, a Colorado limited liability company, or its successors and assigns as permitted in accordance with Paragraph 11 (“**Developer**”) of this Agreement, and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). The Developer and the City are sometimes collectively called the “**Parties**,” and individually, a “**Party**.”

RECITALS

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

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

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

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

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

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

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

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

CERTAIN DEFINITIONS

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

AGREEMENT

1. **Funding Amount & Timing of Fund Allocation.** In consideration of the terms of this Agreement, the City hereby agrees to pledge, pay, and disperse the Conditional City Funds to the Developer for the purposes of funding the construction of Phase One of the Project upon the Developer a) being awarded approximately \$8,000,000.00 from the Proposition 123 Equity Program (**“123 Equity Program”**), with the final Award (defined herein) amount being subject to Colorado Housing and Finance Authority Proposition 123 underwriting and final agreement, or approximately \$5,000,000.00 - \$6,000,000.00 from the Proposition 123 Concessionary Debt Program (**“123 Debt Program”**), with the final Award (defined herein) amount being subject to Colorado Housing and Finance Authority Proposition 123 underwriting and final agreement, (the award of the funds from either the 123 Equity Program or the 123 Debt Program to Developer shall be defined as the “Award”) as represented by the Developer’s application(s) to the Colorado Housing and Finance Authority and b) a majority of the City Council approving a supplemental appropriation ordinance that becomes legally effective and upon the Developer being granted the Award.

2. Absent satisfaction of each and every condition (a and b stated above – “Conditions”) and full and faithful compliance with each and every term of this Agreement, the City shall not be obligated to perform in any respect under or pursuant to this Agreement and/or the Resolution.

3. The City and Developer agree that upon satisfaction of the Conditions, with satisfaction to be in the City’s sole and absolute discretion and upon the Developer receiving an unconditional Certificate of Occupancy from Mesa County Building Department for Phase One, the Conditional City Funds will be paid to the Developer in the amount of \$885,531.00.

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

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

4. Conditions of Funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Assignment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Representations and Warranties

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

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

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

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

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

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

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

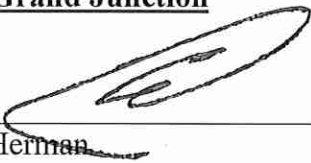
ii. **Organization.** The City is a home rule municipal corporation organized under the constitution and laws of the State of Colorado, validly existing under the laws of the State of Colorado and has the power and authority to transact the business in which it is engaged.

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

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

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

City of Grand Junction



Abram Herman
President of the City Council



Selestina Sandoval
City Clerk

4/17/25

Date

Developer:

~~Aspire Residential LLC
a Colorado limited liability company~~


~~By: _____
John Gargas
Manager~~

Developer:

Aspire Residential LLC
a Colorado limited liability company

By: 
John Gargas
Manager

Approved as to Substance:


Michael P. Bennett
City Manager

Approved as to Form:


John P. Shaver
City Attorney

Approved as to Contingent Availability of Funds:


Jodi Welch
Interim Director of Finance

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

RESOLUTION NO. 83-24

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

Recitals:

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

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

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

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

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

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

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

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

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

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

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

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

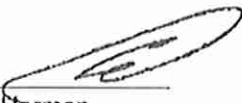
NOW THEREFORE, BE IT RESOLVED THAT:

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

FURTHERMORE, BE IT RESOLVED THAT

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

Passed and adopted this 20th day of November 2024.



Abram Herman
President of the City Council

ATTEST:

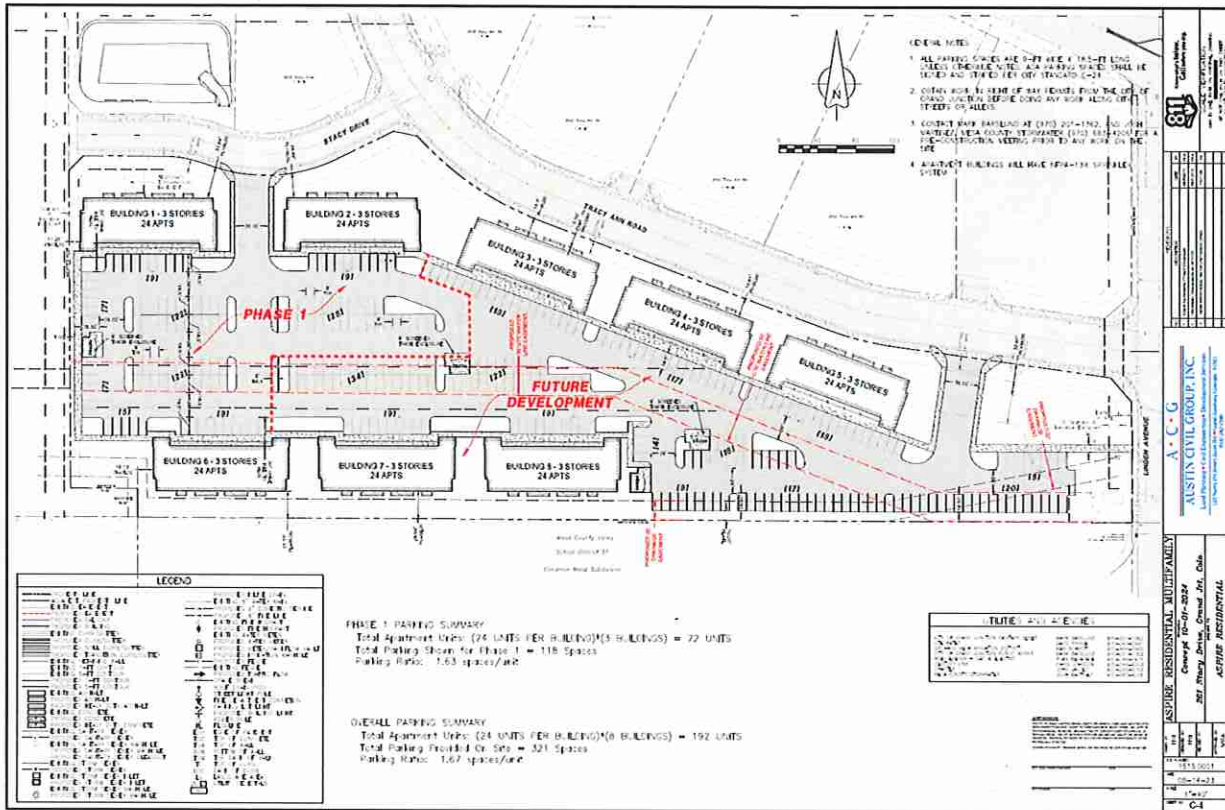

Selestina Sandoval
City Clerk



EXHIBIT B
(Legal Description & Depiction)

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

(Conceptual Plan)



**CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. 45-25**

**A RESOLUTION REPEALING RESOLUTION 44-24 AND REPLACING WITH A
PRODUCTION INCENTIVE FOR AFFORDABLE AND ATTAINABLE HOUSING UNITS IN
THE CITY OF GRAND JUNCTION, COLORADO**

RECITALS:

The Colorado Revised Statutes (CRS. 29-4-227(1) explicitly exempt housing authorities from paying any development-related fee due to a local government; Further state law provides that a jurisdiction may "waive impact fees for low- and moderate-income housing" as enabled by CRS 29-20-104.5. The City's Municipal Code (21.02.070(a)(5)(ii)(F) includes exemptions of government/districts for impact fees (fire, police, parks and transportation); but does not apply to plant investment fees (sewer and water). These government/district projects are explicitly exempt and fees for the projects completed by these entities.

On July 3, 2024, the City adopted Resolution 44-24 which established the Affordable Housing Production Incentive which provided an incentive for the production of affordable for-sale and for-rent units, as well as, mixed-income projects. As an incentive, the city would commit through the annual budget process, to the extent practicable, to back-fill the fees that would otherwise be due for affordable housing projects. The incentive applied to units that met a 100% AMI (for sale) or 60% AMI (for rent) household income with a requirement to maintain affordability for 30 years. Under Resolution 44-22 Affordable Housing Incentive and the 2025 budget, the City funded \$114,616 for Habitat for Humanity (10 units) and \$85,962 for Housing Resources of Western Colorado's Meridian Park townhomes (6 units).

Additionally, in September 2024, the City completed a data and Housing Strategy Update to the Grand Valley Needs Assessment (HNA) and Housing Strategy that was originally completed in May 2021. The refreshed data showed a poverty rate in Grand Junction of 13%, a rental housing gap of 1211 units for households earning less than \$25,000 (roughly 30% to 50% Average Monthly Income [AMI]), a need for accessible housing units for the 15% of the City's population that are disabled, a generalized substandard condition of housing units within the community, and the need for affordable homeownership for households under 100% AMI (with an acute need for households earning less than 90% AMI) .

The City's adopted Housing Strategy outlines eleven strategies tailored to address these needs. Strategy 2 calls for the City to "explore new incentives for affordable and/or attainable housing development"

Paying development-related fees for entities that are exempt from paying fees is expensive, and given the state law exemptions for development-related fees and the enabling legislation for the council to waive fees for low- and moderate- income housing, this revised Production Incentive seeks to increase the production of affordable and attainable units by modifying and expanding the city's incentive: By and through this resolution, the City Council:

1. Repeals existing Affordable Housing Incentive Policy Resolution 44-24 and;
2. Replaces it with the following outlined 2025 Affordable and Attainable Housing Incentive Program:
 - A. Recognize that the Grand Junction Housing Authority (GJHA), and a Special Limited Partner of the Housing Authority, is exempt from paying development-related fees, and will not backfill those fees from the City budget.
 - B. For projects not completed by the GJHA, waive and/or reduce impact fees (excluding water and sewer) for rental units up to 90% AMI, in the percentages shown below. For units at 60% or below, and establishes a process for the city to pay sewer and water (if city) fees on behalf of the project, subject to annual appropriations.

AMI	Impact Fee % Reduction	City Water/Sewer Fee Payment
60% AMI and below	100%	Consider request in annual budget
61% to 70% AMI	100%	Developer paid
71% to 80% AMI	75%	Developer paid
81% to 90%	50%	Developer paid

C. Waives or reduce impact fees (not sewer/water) for for-sale units up to 120% AMI, in the percentages shown below. For units at 100% or below, and establishes a process for the city to pay sewer and water (if city) fees on behalf of the project, subject to annual appropriations.

AMI	Impact Fee % Reduction	City Water/Sewer Fee Payment
100% AMI and below	100%	Consider request in annual budget
101% to 110% AMI	100%	Developer paid
111% to 120% AMI	50%	Developer paid

D. Waives from paying impact fees (excluding water and sewer), any multi-unit project that utilizes income-averaging at or below 60% AMI and establishes a process for the City to pay sewer and water (if city) fees on behalf of the project, subject to annual appropriations.

E. Waives from paying impact fees (excluding water and sewer), any project that counts towards the city's Proposition 123 unit count commitment, including those utilizing the Prop. 123 Equity or Concessionary debt tools and/or Prop 123 downpayment assistance programs. Establish a process for the City to pay sewer and water (if city) fees on behalf of the project, subject to annual appropriations.

For the reasons stated in the Recitals, the City Council of the City of Grand Junction does hereby adopt the 2025 Affordable and Attainable Housing Production Incentive for Affordable and Attainable For Sale and For Rent units to become effective immediately and without further

action by the City Council, the terms and provisions of this resolution shall expire on December 31, 2028.

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

The 2025 Affordable and Attainable Housing Production Incentive together with the Administrative Procedures, Attachment A hereto, are hereby adopted and made effective immediately (also known as the "Effective Date" for purposes of Attachment A, Administrative Procedures) as follows:

1. Upon application and a determination by the City that an Affordable Housing project has or will be able to conform to the Grand Junction Municipal Code, the City Manager is authorized to waive applicable Development Impact Fees (Transportation Capacity Payment [TCP], police, fire, parks) and Plant Investment Fees (water, sewer) collectively referred to as "Fees" for the Affordable Housing units that have an affordability term of at least 30 years and are determined by the City to be "affordable" or "attainable" as defined and described above (1. and 2A.-2E.)
2. Without further action by the City Council, the Affordable Housing Production Incentive shall expire on December 31, 2028.

ADOPTED AND APPROVED THIS 20th day of August 2025.

ATTEST:


Cody Kennedy
President of the Council


Selestina Sandoval
City Clerk



ATTACHMENT A
AFFORDABLE AND ATTAINABLE HOUSING PRODUCTION INCENTIVE
ADMINISTRATIVE PROCEDURES

Application.

1. No later than July 1 of a given year, letters of intent (LOI) may be submitted to the City for an Affordable and Housing Production Incentive.
2. At a minimum, the LOI for an Affordable and Attainable Housing Production Incentive (AHI) Project (Project) shall include the following:
 - a. Project Name, property ownership, developer's, or entity(s) information;
 - b. Description of how the Project will address the City's housing needs and whether the units in the Project will be "for sale" or "for rent." The Project description shall include but not be limited to an explanation of how many people the Project will serve, the level of need served as determined by AMI and/or if there are other considerations made for population served;
 - c. Description of the Project timeline, whether the Project is dependent on other grant funding or entitlements, whether the Project will be phased, and if there any known uncertainties for the Project;
 - d. Description of the developer's experience with and capacity to implement the Project;
 - e. Amount of incentive as determined by the Unit count and/or portion of project that is residential.
 - f. A preliminary financing plan and letter from a State or Federally chartered commercial bank or lender expressing the ability, expertise, and financial capability of the developer's ability to complete the Project.

Application Review and Funding Reservation.

3. An application found by the City in its sole discretion to be consistent with the Affordable and Attainable Housing Production Incentive and that demonstrates ability and capacity to perform will be recommended by the City Manager (or designee) for funding.
4. During the City's annual budget process, City Council will review the recommendations and consider suitable Project(s) for funding during the following fiscal year(s). If an AHI request is for more than one year each year shall be subject to annual appropriation. The City Council may utilize the General Fund or other special revenue funds such as dedicated revenue for affordable housing for the repayment of the fees to appropriate Enterprise Fund(s) and/or Development Impact Fees in the amount of fees waived for a Project(s) pursuant to this incentive policy.

Incentive Agreement.

5. Should an Incentive be approved by City Council, the City and the developer and Project entity(ies) shall execute an AHI Agreement, which agreement shall at minimum provide:
 - a. The value of the Fee exemption and/or waiver as a not to exceed amount
 - b. Terms for the commencement and completion of the Project
 - c. Payment schedule whereby the Fees waived upon the completion of the Project will be credited or paid by the City pursuant to the AHI

- d. Remedy for default
- e. Recording memorandum
- f. A Land Use Restriction Agreement, Deed Restriction or other equal affordability mechanism requiring affordability of the units for a 30-year term.
- g. AMI levels served and the description/source/methods of tenant/buyer income verification process.
- h. Other provisions, as deemed appropriate by the City Attorney.

Maintenance of Agreement

- 6. The City and/or Projects shall either directly or through a contractor:
 - a. Confirm income verification process
 - b. Review and approve lease agreements verifying maximum rent (plus utilities and other expenses related to the rental of the unit) do not exceed AMI requirements for the tenant/homeowner. Ensure that no unit or portion of a unit shall be sublet; and
 - c. Conduct periodic audits at intervals determined necessary or appropriate of the Projects compliance with the AHI agreements. Audits shall include but not limited to compliance with affordability mechanisms, lease terms and income qualifications of buyers and tenants.

Definitions.

- I. "Area Median Income - AMI" means the area median income as regularly determined and published by the United States Department of Housing and Urban Development (HUD).
- II. "Fees" means
 - a) "Sewer Plant Investment Fee" means a plant investment fee (PIF) collected on behalf of Persigo Wastewater Treatment Facility. Does not include any fee collected by any other wastewater provider.
 - b) "Water Plant Investment Fee" means a plant investment fee (PIF) collected on behalf of the City of Grand Junction. Does not include any fee collected by any other water provider.
 - c) "Development Impact Fees or Impact Fee" means certain fees now collected or as may be later applied and collected, also known as Development Impact Fee(s), for the purposes of police, fire, parks and recreation, transportation capacity and/or other governmental functions and services.



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** intimate partner violence (IPV) is a widespread and devastating issue that affects individuals of all ages, genders, races, and backgrounds, impacting families and communities across our nation, including here on the Western Slope; and
- Whereas,** one in four women and one in nine men have experienced severe intimate partner physical violence, sexual violence, or stalking, which can have long-term physical, emotional, and psychological effects; and
- Whereas,** survivors of intimate partner violence deserve the support and resources necessary to help them heal and thrive, and across the Western Slope, many dedicated organizations, agencies, and advocates provide critical services, including safe shelter, crisis intervention, counseling, legal advocacy, education, and prevention efforts—to empower survivors and create pathways to safety and recovery; and
- Whereas,** these organizations work in close collaboration with law enforcement, healthcare providers, educators, faith communities, local governments, and concerned individuals, recognizing that ending intimate partner violence requires a united, community-wide response; and
- Whereas,** through public awareness campaigns, prevention initiatives, and coordinated services, these partnerships seek not only to respond to crises but also to break the cycle of violence, foster long-term safety, and create a future where everyone can live free from fear and abuse; and
- Whereas,** October has been designated as National Domestic Violence Awareness Month to bring attention to this issue and encourage collective action to end intimate partner violence; and
- Whereas,** the City of Grand Junction stands united with local organizations, community leaders, and citizens in supporting efforts to raise awareness, provide education, and promote the safety, dignity, and well-being of all residents.

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

“Intimate Partner Violence Awareness Month”

in the City of Grand Junction, and I encourage all citizens to support the critical work of the many organizations and agencies across the Western Slope dedicated to ending intimate partner violence, and to participate in activities and initiatives aimed at raising awareness and supporting survivors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 1st day of October 2025.

Mayor



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** it is the custom of this Legislative Body to recognize official days to increase awareness of serious illnesses that affect the lives of citizens of Colorado such as PANDAS (Pediatric Autoimmune Neuropsychiatric Disorders Associated with Streptococcal Infections) and PANS (Pediatric Acute-onset Neuropsychiatric Syndromes); and
- Whereas,** a diagnosis of PANDAS or PANS means a child has a sudden, dramatic change in personality displayed as Obsessive Compulsive Disorder (OCD) together with accompanying symptoms following a strep, bacterial, or viral infection. The OCD can display as intense fear or anxiety. Accompanying symptoms may include tics, anxiety, depression, behavioral regression, deterioration in school performance, sensory sensitivities, severely restricted food intake, and more; and
- Whereas,** researchers have begun to substantiate that this syndrome involves a misdirected autoimmune process that affects or weakens the Blood Brain Barrier. The inflammatory process irritates a region of the brain that manages a variety of functions such as movement, cognitive perception, habit, executive "logic based" thinking, emotions, and the endocrine system; and
- Whereas,** a conservative estimate of prevalence is 162,000 in the US alone. PANDAS/PANS is likely as common as Pediatric Cancer and Pediatric Diabetes, and can seriously affect the healthy outcome of a child's life; and
- Whereas,** PANDAS/PANS is often misdiagnosed and undertreated. Treatment varies by the needs of the child, but may include antibiotics, steroids, IVIG (intravenous immunoglobulin), Plasmapheresis, Cognitive Behavioral Therapy, and anti-inflammatory medications; and
- Whereas,** PANDASnetwork.org is a 501c3 non-profit corporation dedicated to improving the diagnosis and treatment of children with PANDAS/PANS. PANDAS Network is also a conduit for researchers to navigate collaborations and the medical community to find information; and
- Whereas,** it is imperative that there be greater public awareness of this health issue, and more must be done to increase activity at the local, State and national levels.

NOW, THEREFORE, I, Cody Kennedy, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim October 9, 2025, as

"PANDAS/PANS Awareness Day"

in the City of Grand Junction and urge all the citizens of the City to turn its attention to and increase awareness of PANDAS/PANS.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 1st day of October, 2025.

Mayor