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**CITY COUNCIL AGENDA
WEDNESDAY, OCTOBER 1, 2025
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming October 2025 as Arts and Humanities Month in the City of Grand Junction

Proclaiming October 5-11, 2025 as Fire Prevention Week in the City of Grand Junction

Public Comments

Individuals may comment during this time on any item except those listed under Public Hearings on this agenda.

The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, October 1, 2025 or 4) submitting comments [online](#) until noon on Wednesday, October 1, 2025 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Boards and Commission Liaison Reports

CONSENT AGENDA

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

1. Approval of Minutes

- a. Minutes of the September 8, 2025, Special Meeting Executive Session

- b. Summary of the September 15, 2025, Workshop
- c. Minutes of the September 17, 2025, Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Messick-Dangler Annexation of 27.2 Acres, Located at 378 30 Road, and Setting a Public Hearing for November 5, 2025
- b. Legislative
 - i. An Ordinance Authorizing the Issuance of General Fund Revenue Bonds
 - ii. An Ordinance Authorizing the Refinancing of Certain Short-Term Special Revenue Note, Series 2025

3. Procurements

- a. Authorization of Construction Contract for Street Maintenance - Neighborhood Mill and Overlay
- b. Sole Source Contract with Flexi-Liner to Line Bleach Storage Tanks at Water Treatment Plant

4. Resolutions

- a. A Resolution Authorizing the City Manager to Submit a Grant Request to the National Archives and Records Administration (NARA) for the Archival Projects Grant
- b. A Resolution Approving the First Amendment to the Cooperative Planning Agreement Between the Town of Palisade, County of Mesa, and City of Grand Junction to Provide Consent to Extending a Sanitary Sewer Line Within the Cooperative Planning Area
- c. A Resolution Amending Resolution 81-24 And Affirming the Sale of Real Property Located in the Dos Rios Subdivision, Grand Junction, Colorado

5. Other Action Items

- a. Grand Valley Outdoor Recreation Coalition (GVORC) Master Plan Letter of Support

REGULAR AGENDA

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

6. Public Hearings

- a. Legislative
 - i. An Ordinance Authorizing the City Manager to Sign a Lease Agreement for approximately 3 acres of City-Owned Property to Rural Homes for Affordable Housing
 - ii. An Ordinance Concerning the Reinstatement and Extension of the Corridor Infill Incentive for the Landing on Horizon Project by APR Grand Junction 3, LLC
 - iii. An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Zone Districts and Dimensional Standards, Use Standards, Off-Street Parking, and Measurements and Definitions
- And
- An Ordinance Amending Sections of the Transportation Engineering Design Standards (Title 29 of the Grand Junction Municipal Code) Regarding Alternative Street Sections and Standard Street Sections

7. Non-Scheduled Comments

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

8. Other Business

9. Adjournment



City of Grand Junction, State of Colorado

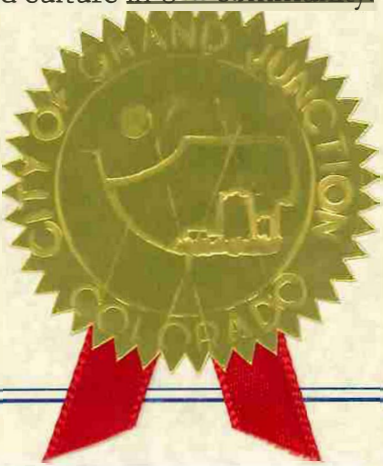
Proclamation

- Whereas,** Arts and Humanities is an integral part of the communities throughout this country, including the City of Grand Junction; and
- Whereas,** The Grand Junction area represents hundreds of arts and cultural organizations which celebrate the value and importance of arts in culture within the community contributing to the quality of life and economic wellbeing of Grand Junction and the region; and
- Whereas,** the arts and humanities embody so much of the accumulated wisdom, intellect, and imagination of humankind, and
- Whereas,** the arts and humanities enhance and enrich the lives of everyone in America, and
- Whereas,** the arts and humanities play a unique role in the lives of our families, our communities, and our country, and
- Whereas,** the creative industries remain among the most vital sectors of the American economy - providing new opportunities for developing cities, creating jobs and economic activity within their own industry and across sectors, and making communities attractive to business development, and
- Whereas** Grand Junction area arts and culture organizations alone generate \$13.2 million in government revenue and \$28.4 million in economic activity (2022) annually by organizations and audiences-including spending by attendees to arts events of \$50.05 per person, per event, beyond the cost of admission on items such as meals, parking, and lodging, making the arts a vital income source for local businesses, and
- Whereas,** Americans for the Arts has designated October as National Arts and Humanities Month.

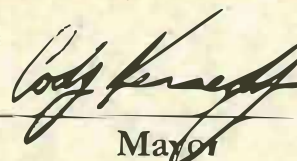
NOW, THEREFORE, I, Cody Kennedy, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of October, 2025 as

"Arts and Humanities Month"

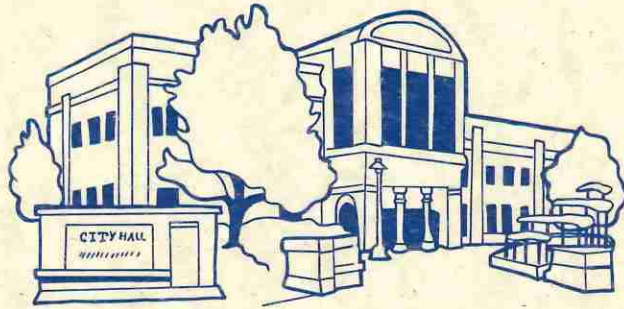
in the City of Grand Junction and call upon our community members to celebrate and promote the arts and culture in our community.



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

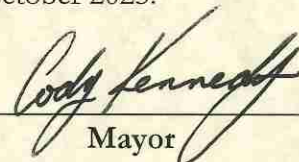
- Whereas,** the City of Grand Junction is committed to ensuring the safety and security of all those living in and visiting Grand Junction; and
- Whereas,** fire is a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and
- Whereas,** most of the electronics used in homes daily, including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys, are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and
- Whereas,** the fire service reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and
- Whereas,** residents should follow three key calls to action: buy only listed products; charge batteries safely; and recycle them responsibly to prevent battery-related fires; and
- Whereas,** the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and
- Whereas,** the 2025 Fire Prevention Week theme, “Charge into Fire Safety: Lithium-Ion Batteries in Your Home,” serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

NOW, THEREFORE, I, Cody Kennedy, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim October 5-11 of 2025, as

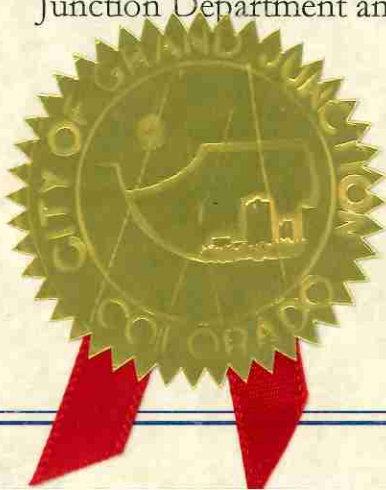
“Fire Prevention Week”

throughout the City of Grand Junction and urge all the residents to check their smoke alarms, learn of the importance of charging and recycling lithium-ion batteries safely during Fire Prevention Week 2025, and support the many public safety activities and efforts of the Grand Junction Department and all fire departments across Colorado.

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 of October 2025.



Mayor



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

**City Hall Administration Conference Room
September 8, 2025**

Call to Order

Council President Kennedy called the Special Meeting of the Grand Junction City Council to order at 5:33 p.m. on the 8th day of September 2025.

Councilmembers Robert Ballard, Jason Nguyen, Anna Stout, Ben Van Dyke, and Council President Cody Kennedy were present. Councilmember Scott Beilfuss called in to the meeting, and Councilmember Laurel Cole was absent.

Executive Session

Councilmember Stout moved and Councilmember Van Dyke seconded to convene into ***EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO SECTION 24-6-402(4)(e)(I) OF THE COLORADO OPEN MEETINGS LAW RELATIVE TO AN ECONOMIC DEVELOPMENT INCENTIVE(S) FOR A POSSIBLE DEVELOPMENT PROJECT LOCATED AT/NEAR 24 ROAD AND I-70, GRAND JUNCTION, COLORADO.***

It was a unanimous vote to convene into Executive Session for the purpose stated.

Upon completion of the Executive Session, Councilmember Stout moved, and Councilmember Nguyen seconded to adjourn the Executive Session. The motion carried 6-0.

The Special Meeting was reconvened at 6:41 p.m.

Adjournment

There being no further business, the meeting adjourned at 6:41 p.m.

Selestina Sandoval, MMC

City Clerk



GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

September 15, 2025

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

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

Staff present: City Manager Mike Bennett, City Attorney John Shaver, Community Development Director Tamra Allen, Parks and Recreation Director Ken Sherbenou, Chief Financial Officer Jay Valentine, Deputy City Clerk Misty Williams, and City Clerk Selestina Sandoval.

1. Discussion Topics

a. CMU Football Facility Proposal

President John Marshall from Colorado Mesa University (CMU) proposed a new two-story football facility at Lincoln Park.

- CMU would fully fund the project (no city tax dollars), using cash reserves and fundraising efforts.
- The facility would support CMU's Division II athletics and community engagement.
- Intent to honor existing high school and public use—no displacement expected.
- The facility would include locker rooms, meeting rooms, and potential multipurpose spaces.
- Council emphasized multi-use potential to avoid under-utilization.
- Discussion about branding, public access, and the need for coordinated upgrades (e.g., ticketing, scoreboard relocation).
- General consensus for staff to continue working with CMU toward a lease or agreement to move forward.
- CMU requested a resolution or draft agreement by October to aid with fundraising aligned with their centennial celebrations.

b. DDA/BID Overview

Brandon Stam (Executive Director) and Cole Hanson (Board Member) presented this item.

- Explained the distinct roles of the Downtown Development Authority (DDA) and Business Improvement District (BID).
- DDA: Focuses on capital improvements and economic redevelopment; funded through TIF (Tax Increment Financing) and a 5-mill levy.

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

- BID: Focuses on events, marketing, and commercial vibrancy; funded through special assessments and sponsorships.
- Highlighted significant DDA projects, including Las Colonias, Convention Center renovations, downtown housing, and various grant programs (facade improvement, restaurant conversions).
- Projects like The Terminal and connectivity improvements (Colorado to Main Street) were emphasized.
- Discussion about long-term needs like a grocery store and continued residential development downtown.

c. Initial Phase of Outdoor Facilities at Matchett Park

Presented by Parks and Recreation Director Ken Shenbeou and Craig Bouck with Barker Rinker Seacat Architecture.

- Part of the broader Community Recreation Center (CRC) development.
- Outdoor additions include:
 - Multipurpose artificial turf field
 - Burkey Pavilion (event space)
 - Parking and access improvements
- Funding sources include grants and donations:
 - Daniels Fund
 - GOCO (Great Outdoors Colorado)
 - GJ Plays
 - Burkey land sale proceeds

d. Request for City Contribution to Liberty Apartments Project (Aspire Residential, LLC)

Introduced by Community Development Director Tamra Allen and presented by John Gargas (virtual) with Aspire Residential, LLC.

- Project Summary:
 - 72-unit affordable housing project (Phase I of 192 units) near Dos Rios Elementary.
 - Will include units ranging from 60% to 100% AMI.
 - Applying for Prop 123 funding from the state.
- Funding Request:
 - Original commitment: \$885K (impact fee waivers and ditch relocation cost offset).
 - New request: City to cover \$287K in sewer tap fees and waive water connection fees.
- Council Discussion:
 - Staff clarified city policy: only city-managed utilities (like sewer) can be supported under the new affordable housing incentive policy.
 - Waiver of the water fee (from Ute Water) not permitted.

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

- Council emphasized fiscal caution but agreed to consider funding sewer tap fees (\$287K), using the already budgeted \$234K for impact fee waivers and covering the remaining \$53K from general fund reserves.
- Staff directed to draft a resolution for formal consideration on September 17th.

2. Council Communication

- Updates from Councilmembers on recent meetings and board participation.
- Recognition of the Avalon Theater Foundation and board collaboration.
- Continued support voiced for downtown redevelopment and housing efforts.

3. Next Workshop Topics

City Manager Mike Bennett outlined future workshop topics.

4. Other Business

Proclamation Requests:

- October 2025 as Intimate Partner Violence Awareness Month – Approval for Social Proclamation
- PANDAS/PANS Awareness Day – Approval for Social Proclamation

5. Adjournment

There being no further business, the workshop adjourned at 8:35 p.m.

Grand Junction City Council
Minutes of the Regular Meeting
September 17, 2025

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 17th day of September, at 5:32 p.m. Those present were Councilmembers Robert Ballard, Scott Beilfuss, Ben Van Dyke, Laurel Lutz (Cole), Jason Nguyen, Anna Stout, and Council President Cody Kennedy.

Also present were Deputy City Manager Kimberly Bullen, City Attorney John Shaver, Principal Planner Daniella Acosta Stine, Planning Manager Niki Galehouse, Housing Manager Ashley Chambers, Community Development Director Tamra Allen, City Clerk Selestina Sandoval, and Deputy City Clerk Misty Williams.

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

Proclamations

Proclaiming September as Hispanic Heritage Month in the City of Grand Junction

Councilmember Stout read the proclamation. Jorge Pantoja, Western Colorado Latino Chamber of Commerce, accepted the proclamation.

Appointments

To the Forestry Board

Councilmember Stout moved and Councilmember Ballard seconded to reappoint Kami Long and Joseph Chandler to the Forestry Board for full terms expiring November 30, 2028. Motion carried by a unanimous voice vote.

Public Comments

Public comments were heard from Matthew Payne, Brian (no last name indicated), Jason Bise, Thomas Copp.

City Manager Report

Deputy City Manager Kimberly Bullen did not have a report.

Boards and Commission Liaison Reports

Councilmember Beilfuss reported on Constitution Day, the Colorado Municipal League (CML) meeting in Silt, the day of action for tree preservation with local businesses, One River Front involvement with the Tour of the Moon, Latter-day Saints Temple tour, First Friday event information, AmeriCorps will be coming back to work on the train depot, unhoused challenges, truancy issues related to with transportation.

Councilmember Ballard reported on the Forestry Board reappointments, the day of action for tree preservation at Sherwood Park, and the “Meet You There” event with Council members on September 22, 2025.

Councilmember Van Dyke reported on the tour of the Grand Junction train depot, the Downtown Development Authority (DDA) approved a grant for \$250,000 for train depot roof, and the Constitution Day event at the library.

Councilmember Nguyen reported on Urban Trails Committee and the Horizon Drive Business Improvement District (BID).

Councilmember Stout reported on the Parks and Rec Advisory Board (PRAB) meeting and the Colorado Municipal League (CML) Executive Board.

Mayor Kennedy reported on the Grand Junction Regional Airport improvements, Grand Junction Economic Partners (GJEP) projects, Young Professionals network luncheon, St. Mary's Cancer Center ribbon cutting, the Hilltop Life Adjustment Residence meeting, the Latter-day Saints Temple tour, and Associated Governments of Northwest Colorado (AGNC).

CONSENT AGENDA

1. Approval of Minutes

- a. Minutes of September 3, 2025, Regular Meeting

2. Set Public Hearings

- a. Legislative

- i. Introduction of an Ordinance Concerning the Reinstatement and Extension of the Corridor Infill Incentive for the Landing on Horizon Project by APR Grand Junction 3, LLC and Setting a Hearing for October 1, 2025
- ii. Introduction of an Ordinance Authorizing the City Manager to Sign a Lease Agreement for approximately 3 acres of City Owned Property to Rural Homes for Affordable Housing, and Setting a Public Hearing on October 1, 2025
- iii. Introduction of an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Zone Districts and Dimensional Standards, Use Standards, Off-Street Parking, and Measurements and Definitions and Set a Public Hearing for October 1, 2025

And

Introduction of an Ordinance Amending Sections of the Transportation Engineering Design Standards (Title 29 of the Grand Junction Municipal Code) Regarding Alternative Street Sections and Standard Street Sections and Set a Public Hearing for October 1, 2025

3. Resolutions

- a. A Resolution of the Grand Junction City Council Amending Resolutions 44-89, 89-94, 21-09 and 28-12 Concerning the Grand Junction Arts Commission and the Bylaws of the Same
- b. A Resolution Authorizing the City Manager to Amend and Sign a Revised Funding Agreement for A Conditional Financial Commitment of \$938,464 For Phase One of Liberty Apartments Project by Aspire Residential, LLC—
MOVED TO THE REGULAR AGENDA

Councilmember Van Dyke moved and Councilmember Lutz (Cole) seconded to adopt Consent Agenda Item #1-3.a., absent Item #3.b. Motion carried by a unanimous voice vote.

REGULAR AGENDA

- 3.b. **A Resolution Authorizing the City Manager to Amend and Sign a Revised Funding Agreement for A Conditional Financial**

**Commitment of \$938,464 For Phase One of Liberty Apartments
Project by Aspire Residential, LLC– MOVED FROM THE CONSENT
AGENDA**

Community Development Director Tamra Allen and City Attorney John Shaver were available to answer questions from Council. Comments were heard from Councilmembers Van Dyke, Ballard, Beilfuss, Lutz (Cole) and Mayor Kennedy.

Councilmember Stout moved, and Councilmember Nguyen seconded to approve Consent Agenda Item 3.b. Motion carried by a voice vote of 6-0. Councilmember Ballard abstained.

4.a.i. An Ordinance Rezoning a 4.33 Acre Property Located at 2426 G Road to RM-12 (Residential Medium 12) (Continued from August 6, 2025)

2426 G Road LLC, (Applicant) is requesting approximately 4.33 acres be rezoned from RL-4 (Residential Low 4) to RM-12 (Residential Medium 12) to support the future development of medium-density residential housing. The property is within the Tier 1 Urban Growth Area and is designated as Residential Medium in the Comprehensive Plan. The proposed zoning is consistent with that designation and aligns with the City's goals to increase housing diversity and utilize existing infrastructure efficiently.

Principal Planner Daniella Acosta Stine presented the item. Jay Taylor, a representative from developer 2426 G Road, LLC, provided a brief introduction to the 2426, LLC organization and explained the development layout. He was available to answer questions from Council.

Comments were heard from Councilmember Stout.

Public comment opened at 6:39 pm.

There were no comments heard.

Public comment closed at 6:39 pm.

Councilmember Stout moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5270, an ordinance rezoning approx. 4.33 acres of property located at 2426 G Road from RL-4 (Residential Low-4) to RM-12 (Residential Medium-12) Zone District on final passage & order final publication in pamphlet form on final passage and ordered final publication in pamphlet form. The motion carried 7-0 by roll call vote.

Council took a short break at 6:40 p.m.

The meeting resumed at 6:50 p.m.

5.a. A Resolution Repealing Resolution 97-22 and Adopting a Revised Expedited Review Policy For Affordable Housing Projects

In December 2022, the City adopted a policy to "expedite review" of any project that commits to the construction of at least 10 percent of the units as Affordable by committing to completing the first round of review within 30 days and following rounds within 15 days of a resubmittal. Since that time, the State has developed additional guidance that requires local governments to implement a 'fast-track' or 'expedited review' process, which results in a final decision within 90 days of a complete application for qualifying housing developments that have 50% or more units as affordable. This must be demonstrated by December 31, 2026, in order to remain eligible for future Proposition 123 funding. The proposed resolution reiterates the City's commitment to expedite review in order to remain in compliance with Proposition 123 requirements.

Councilmember Lutz (Cole) moved, and Councilmember Nguyen seconded to adopt Resolution No. 60-25, a resolution repealing Resolution 97-22, and adopting a revised expedited review policy for affordable housing projects. The motion carried by a unanimous voice vote.

5.b. A Resolution Authorizing the City Manager to Sign a Letter of Intent for Rural Homes to Purchase Lot TBD-3 of Approximately 1.245 acres and TBD-7 of approximately 2.03 acres of property located West of 28-1/4 Road, North of Grand Ave and South of Gunnison Ave

A Letter of Intent (LOI) has been prepared with Rural Homes for the conveyance of two lots totaling +/- 3 acres within the City-owned Salt Flats property for development of approximately 48 deed-restricted, for-sale homes serving households at or below 100% AMI. This LOI represents establishes terms for Rural Homes' reduced-price purchase of \$0, contingent on subdivision and securing Proposition 123/other financing; the project utilizes a volumetric metric partnership with Fading West and will further split lots and utilize a fee-simple homeownership model with deed restrictions (no HOA) to reduce monthly costs and support long-term affordability.

Councilmember Nguyen moved, and Councilmember Lutz (Cole) seconded to adopt Resolution No. 61-25, a resolution authorizing the City Manager to sign a Letter of Intent for Rural Homes, LLC to purchase lot TBD-3 of approximately 1.245 ac. and TBD-7 of approximately 2.03 ac. of property located West of 28-1/4 Rd for affordable homeowner development. The motion carried by a unanimous voice vote.

5.c. A Resolution Authorizing the City Manager to Sign a Letter of Intent for Vertikal to Purchase Lot TBD-2 of Approximately +/- .82 acres, TBD-4 of approximately +/-1.51 acres, and TBD-5 of +/-1.09 acres of property located West of 28-1/4 Road, North of Grand Ave and South of Gunnison Ave

A Letter of Intent (LOI) has been prepared with Vertikal for the conveyance of lots totaling approximately +/- 3.42 acres within the City-owned Salt Flats property to support the development of a mixed-income, for-sale housing project. Vertikal's phase is anticipated to include approximately 21 deed-restricted homes serving households at or below 100% AMI, alongside additional attainable and market-rate units. This LOI establishes site control and terms for Vertikal's reduced-price purchase of \$100, contingent on subdivision approval and securing Proposition 123 or other financing.

Housing Manager Ashley Chambers presented this item and was available to answer questions from Council, as well as Community Development Director Tamra Allen.

Comments were heard from Councilmembers Van Dyke, Stout, Beilfuss and Ballard, and Mayor Kennedy.

Councilmember Lutz (Cole) moved, and Councilmember Nguyen seconded to adopt Resolution 62-25, a resolution authorizing the City Manager to sign a Letter of Intent for Vertikal to purchase Lot TBD-2 (~0.82 acres), TBD-4 of approximately ~1.51 acres), and TBD-5 of (~1.09 acres) within the city-owned Salt Flats Property, located West of 28-1/4 Road, North of Grand Ave and South of Gunnison Ave for affordable, attainable & mixed-income for-sale housing development. The motion carried by a voice vote of 6-0. Councilmember Van Dyke abstained.

6. Non-Schedule Comments

Comment was heard from Tim (no last name indicated).

7. Other Business

There was no other business to be discussed.

8. Adjournment

The meeting adjourned at 7:32 p.m.

Selestina Sandoval, MMC
City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: October 1, 2025
Presented By: Tim Lehrbach, Principal Planner
Department: Community Development
Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Messick-Dangler Annexation of 27.2 Acres, Located at 378 30 Road, and Setting a Public Hearing for November 5, 2025

RECOMMENDATION:

Staff recommends adoption of a resolution referring the petition for the Messick-Dangler Annexation, introducing the proposed annexation Ordinance, and setting a hearing for November 5, 2025.

EXECUTIVE SUMMARY:

The Applicants, Carrie Messick, Cory Messick, and Sharon Valarie Dangler, are requesting annexation of approximately 27.2 acres at 378 30 Road. The subject property is occupied by a single-unit residence and wedding venue. The property is Annexable Development per the Persigo Agreement. Annexation is requested to continue the wedding venue use. The request for zoning will be considered separately by City Council, but concurrently with the annexation request, and will be heard in a future Council action.

BACKGROUND OR DETAILED INFORMATION:

Annexation Request

The Applicants, Carrie Messick, Cory Messick, and Sharon Valarie Dangler, are requesting annexation of approximately 27.2 acres at 378 30 Road. The subject property is occupied by a single-unit residence and wedding venue. The property is Annexable Development per the Persigo Agreement. Annexation is requested to continue the wedding venue use. The request for zoning will be considered separately

by City Council, but concurrently with the annexation request and will be heard in a future Council action.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – October 1, 2025
- Planning Commission considers Zone of Annexation – October 14, 2025
- Introduction of a Proposed Ordinance on Zoning by City Council – October 15, 2025
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – November 5, 2025
- Effective date of Annexation and Zoning – December 7, 2025

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held at Bookcliff Middle School on January 29, 2025. The applicants and their representative, City staff, and four members of the public attended.

Findings of Fact

Staff finds, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104 et seq., that the Messick-Dangler Annexation is eligible to be annexed because of compliance with the following:

a) A proper petition has been signed by more than 50% of the owners and more than 50 percent of the property described.

The petition has been signed by the owners of the one property subject to this annexation request, or 100 percent of the owners, and includes 100 percent of the property described. Please note that the annexation petition was prepared by City staff.

b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City Limits.

The annexation meets the 1/6 contiguity requirements for annexation by its adjacency to City limits to the north and west.

c) A community of interest exists between the area to be annexed and the City.

This is so in part because the Central Grand Valley is essentially a single demographic and economic unit. Occupants of the area can be expected to, and regularly do, use City streets, parks, and other urban facilities.

d) The area is or will be urbanized in the near future.

The property is developed with a single-unit residence and wedding venue. The property has existing urban utilities and services near and available to the property. Areas to the west and northwest are developed with residential uses.

e) The area is capable of being integrated with the City.

The proposed annexation area is adjacent to the city limits along 30 Road on the west and has direct access to 30 Road. Urban services are available to and presently serving the subject property.

f) No land held in identical ownership is being divided by the proposed annexation.

The annexation consists of one property and is owned by the applicant.

g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The petitioners have granted consent to the City to annex the property.

FISCAL IMPACT:

Annexation affects City revenues, services, and expenditures. A fiscal impact statement will be provided with the staff report for the second reading and public hearing for the annexation ordinance.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 57-25, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation, and exercising land use control over the Messick-Dangler Annexation, approximately 27.2 acres, located at 378 30 Road, as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, Messick-Dangler Annexation, approximately 27.2 acres, located at 378 30 Road, and set a public hearing for November 5, 2025.

Attachments

1. Exhibit 1. Development Application
2. Exhibit 2. Annexation Plat
3. Exhibit 3. Schedule and Summary Table
4. Exhibit 4. Site Maps
5. Exhibit 5. Resolution - Petition Referral (Land Use Control)
6. ORD-30 Road ANX 20250915



Development Application

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

Petition For: Annexation/Zone of Annexation

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

Existing Land Use Designation: _____

Existing Zoning: _____

Proposed Land Use Designation: _____

Proposed Zoning: _____

Property Information

Site Location: 378 30 Road, Grand Junction, CO 81504

Site Acreage: 27.20 +/-

Site Tax No(s): 2943-212-00-068

Site Zoning: RSF-R

Project Description: Annexation into Grand Junction city limits.

Property Owner Information

Name: Carrie & Cory Messick & S. Valarie Dangler

Street Address: PO Box 4282

City/State/Zip: Grand Junction, CO 81504

Business Phone #: 970-433-8484

E-Mail: grandvalleyperformance@outlook.com

Fax #: _____

Contact Person: Carrie Messick

Contact Phone #: 970-433-8484

Applicant Information

Name: Carrie & Cory Messick & S. Valarie Dangler

Street Address: 378 30 Rd.

City/State/Zip: Grand Junction, CO 81504

Business Phone #: 970-433-8484

E-Mail: grandvalleyperformance@outlook.com

Fax #: _____

Contact Person: Carrie Messick

Contact Phone #: 970-433-8484

Representative Information

Name: Kim Kerk Land Consulting & Development

Street Address: 342 North Ave

City/State/Zip: Grand Junction, CO 81501

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #: _____

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

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

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

Signature of Person Completing the Application: _____

Kim Kerk
Please print and sign

Date: 11/14/2024

Signature of Legal Property Owner: _____

Valarie Dangler
Please print and sign

Date: 2-7-25

**OWNERSHIP STATEMENT - NATURAL PERSON**

Print Form

I, (a) Carrie Messick, Cory Messick & Sharon Valarie Dangler, am the owner of the following real property:

(b) 378 30 Rd, Grand Junction, CO 81504

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

☒ I am the sole owner of the property.

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

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

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) N/A

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

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

Owner signature as it appears on deed:

Sharon Valarie Dangler, Carrie Messick, Cory L. Messick

Printed name of owner: Sharon Valarie Dangler, Carrie Messick, Cory L. Messick

State of Colorado

County of Mesa

) ss.

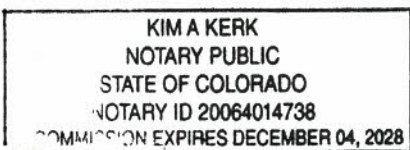
Subscribed and sworn to before me on this 4th day of June, 20 25

by Carrie Messick, Cory Messick & Sharon Valarie Dangler

Witness my hand and seal.

My Notary Commission expires on

12/04/2028



Kim A. Kerk
Notary Public Signature



Prepared by:

CARRIE MESSICK, CORY L MESSICK

378 30 rd, 378 30 rd

Parcel ID:

2943-212-00-068

Quitclaim Deed

THIS DEED is dated December 3, 2022, between:

CARRIE MESSICK, married, of 378 30 rd, and CORY
L MESSICK, married, of 378 30 rd, (collectively the
"Grantor")

AND

CARRIE MESSICK, married, of 378 30 RD, CORY
MESSICK, married, of 378 30 RD, and SHARON
VALARIE DANGLER, not married, of 378 30 RD,
(collectively the "Grantee")

AS: Joint Tenants

WITNESS, that the Grantor, for and in consideration of the sum of \$10.00, the receipt and sufficiency of which is hereby acknowledged, have remised, released, and sold, as well as quitclaim, unto the Grantees, their heirs and assigns forever all the right, title, interest, claim and demand which the Grantor has in the real property, together with improvements, if any, situate, lying and in the County of MESA of the State of Colorado, described as follows:

PARCEL 2 HITCHCOCK MAJOR BOUNDARY LINE ADJUSTMENT SEC 21 1S 1E - 27.17AC

according to the recorded plat in the Office of the County Clerk and Recorder filed August 28, 2022.

This property is also known by street number as 378 30 rd.

Assessor's schedule or parcel number: 2943-212-00-068.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges belonging on the property, or in anywise appertaining to the property, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use and benefit of the Grantee, and the Grantee's heirs and assigns forever.

IN WITNESS WHEREOF the Grantor has executed this deed on the day and year above written.

Signed in the presence of:

Signature

Name

Carrie Messick

CARRIE MESSICK

Cory L Messick

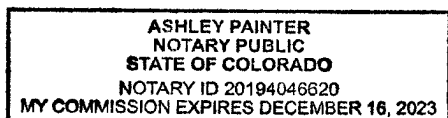
CORY L MESSICK

State of Colorado, County of Mesa

Signed before me on this 3rd day

of Dec. 2022 by Carrie Cory Messick

Notary Public Ashley Painter





**Messick/ Dangler Annexation
378 30 Road
Grand Junction, Colorado 81504**

**General Project Report
City of Grand Junction Annexation Request**

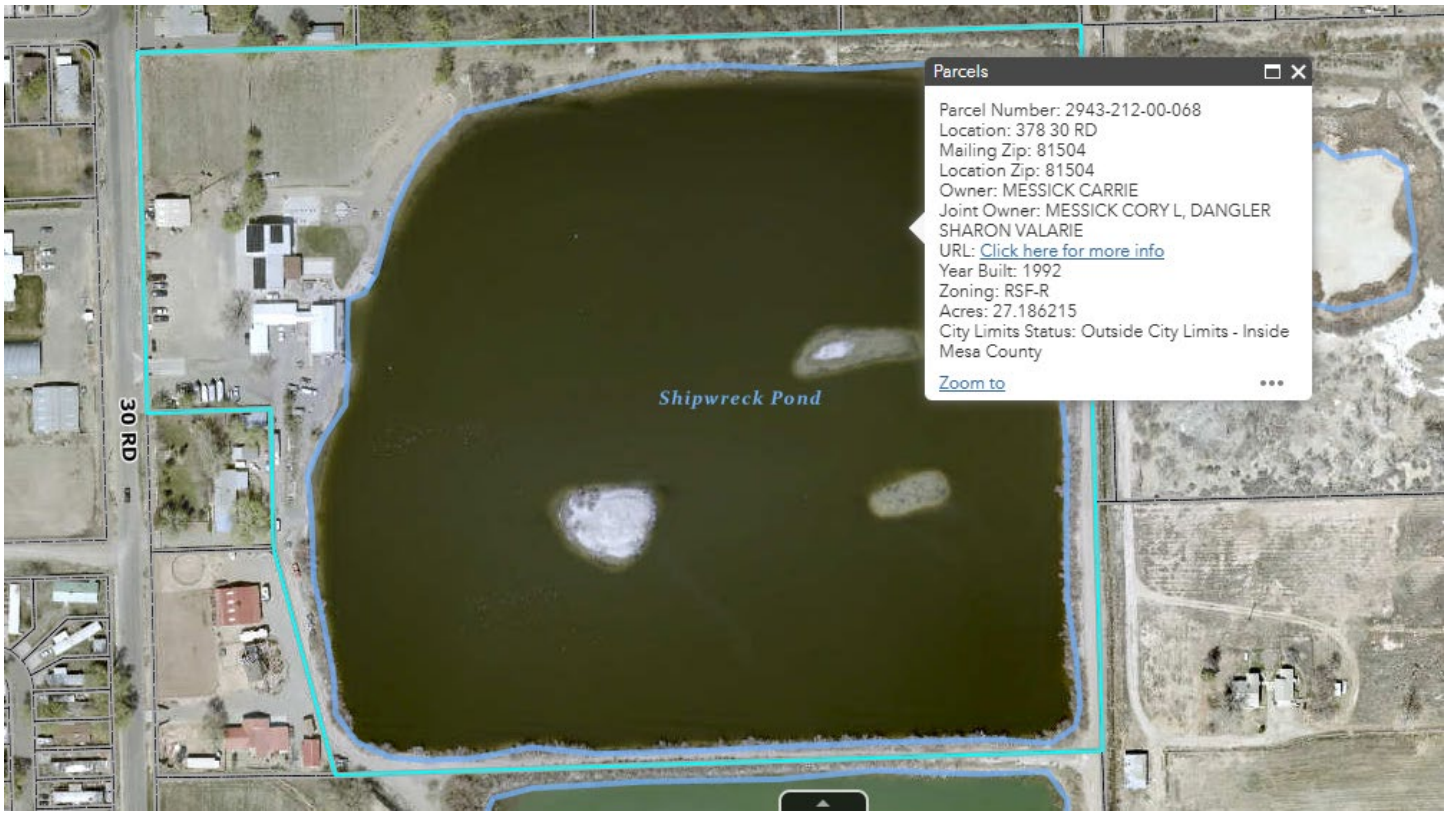
Date: February 02, 2025
Prepared by: Kim Kerk, Project Manager

Submitted to: City of Grand Junction- Community Development
250 N. 5th Street Grand Junction, CO 81504
Attn: Tim Lehrbach

Project: 378 30 Rd. Annexation
Property Address: 378 30 Road, Grand Junction, CO 81504
Tax Parcel Numbers: 2943-212-00-068

Site Location

2024 City/County Air Photos



378 30 Road

Project Description & Introduction:

Kim Kerk Land Consulting & Development is representing the property owners, Cory and Carrie Messick and Val Dangler, to request annexation of the subject property into the City of Grand Junction. Currently, the property has 1 residential home and 1 metal building. A portion of the property has been developed into a wedding venue, known as Sky Lake Events LLC. The parcel is currently zoned RSF-R in Mesa County. RSF-R requires a Conditional Use Permit for this business operation. The application for the Conditional Use Permit, along with its location within the Persigo 201 Boundary, prompted the annexation request. If the request is approved, the zone will be designated as P-2 (Public, Civic, and Institutional Campus).

P-2 Intent

The P-2 district is intended to allow the creation of mixed-use civic and institutional campuses where housing is provided in support of the other uses on the campus. P-2 is appropriate as indicated in Table 21.03-2: Comprehensive Plan Implementation, which allows the operation of a wedding venue.

Property Location:

This parcel of land is 27.20+/- acres, the tax parcel number for 378 30 Road is 2943-212-00-068, and is described as follows:

SITUATED IN THE NW¹/₄ NW¹/₄ AND THE SW¹/₄ NW¹/₄ SECTION 21 TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN AND BEING A PART OF HITCHCOCK MAJOR BOUNDARY-LINE ADJUSTMENT COUNTY OF MESA, STATE OF COLORADO.

Neighborhood Meeting

The required neighborhood meeting was held on January 29, 2025, at Bookcliff Middle School. See attached list for attendees and topics discussed.

Land use in the surrounding area

Existing land use:

North – Residential lots (Mesa County zoning – RSF-4 & RSF-R) (City of Grand Junction – zoning - RM-8)

East – 31 1/4 Road alignment, residential lots (Mesa County zoning – RSF R & PUD)

South – Residential lots (Mesa County zoning – RSF-R)

West – Residential lots (Mesa County zoning – RSF R & PUD)

Site access

Current site access is off 30 Road, once annexation is complete, access will continue as pre-existing.

Approval Criteria: Annexation

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

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

(ii) The proposed zoning is appropriate, based upon consideration of the following factors:

(A) The proposed zoning is consistent with the Comprehensive Plan designation of the property; and

The proposed zoning is consistent with the Comprehensive Plan designation of P-2.

(B) The proposed land uses are consistent with the purpose and intent of the proposed zone district.

The proposed wedding venue use is an allowed use in the requested zone of P-2.

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

Annexation of this property will not affect or limit the ability of surrounding properties, nor will it cause the neighboring properties to need a variance or exception in order to annex or develop.

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

The landowner understands and has waived the pre-existing vested property rights as required to annex the property into the city limits.

Conclusion:

The applicant respectfully submits this application for City of Grand Junction Annexation, in accordance with the City of Grand Junction Community Development Code requirements.

Thank you.



Wedding Venue-378 30 Rd. Neighborhood Meeting – 1/29/2025

The meeting was held at Bookcliff Middle School and started at 6pm. In attendance were 4 neighbors, City of Grand Junction Planner Timothy Lehrbach, Project Manager Kim Kerk and Owners Cory & Carrie Messick (see attached sign-in sheet).

Kim Kerk, Project Manager (PM) is the representative working with the team to coordinate the project. All comments will be submitted to the City of Grand Junction for the submittal process. The annexation of a Wedding Venue on 27.20 acres in the County currently RSF-R. Annex & Rezone into City limits requires Rezone to P-2.

Kim & Tim explained P-2 zoning information.

Questions and discussion points are as follows: Noise and parking.

Q) Will there be a noise ordinance?

A) Yes, there will be a noise ordinance. Music will be shut down at 10pm. And there won't be any fireworks.

Q) Will I have to annex too?

A) No.

Q) Why are they getting a variance?

a) It is not a variance; it is a rezone/annexation in GJ City limits. FLU is already designated P-2.

A neighbor called Kim 2/4/2025, she missed the meeting. She expressed the same concerns, noise, parking & fireworks.

The meeting adjourned at 6:23 pm.

Both Timothy Lehrbach and Kim Kerk expressed that they are available at any time by phone or email and will update them on any changes with the project going forward.



☐ **MESSICK-DANGLER ANNEXATION
PETITION FOR ANNEXATION**

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

GENERAL LOCATION: 378 30 Road, Mesa County, CO 81504
TAX ID #: 2943-212-00-068

SITUATED IN THE NW¼ NW¼ AND THE SW¼ NW¼ SECTION 21 TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN AND BEING PARCEL 2 OF HITCHCOCK MAJOR BOUNDARY-LINE ADJUSTMENT COUNTY OF MESA, STATE OF COLORADO

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

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

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

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

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

Cory Messick

378 30 Rd. Grand Junction, CO 81504

NAME

ADDRESS

SIGNATURE

DATE

Cory Messick

2-7-25

Carrie Messick

378 30 Rd. Grand Junction, CO 81504

NAME

ADDRESS

SIGNATURE
Carrie Messick

DATE



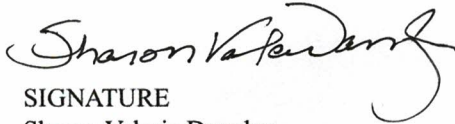
2-7-25

Sharon Valarie Dangler

378 30 Rd. Grand Junction, CO 81504

NAME

ADDRESS



SIGNATURE
Sharon Valarie Dangler

DATE

2-7-25

(Messick-Dangler Annexation Petition)

STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA


S. Valarie Dangler, Cory Lee Messick and Carrie
Ellen Messick, of lawful age, being first duly sworn, upon oath, deposes and
says:

That (s)he is the circulator of the forgoing petition:

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

Subscribed and sworn to before me this 7 day of February, 2025.

Witness my hand and official seal.



Notary Public

342 North Ave.

Grand Junction, CO 81501

Address

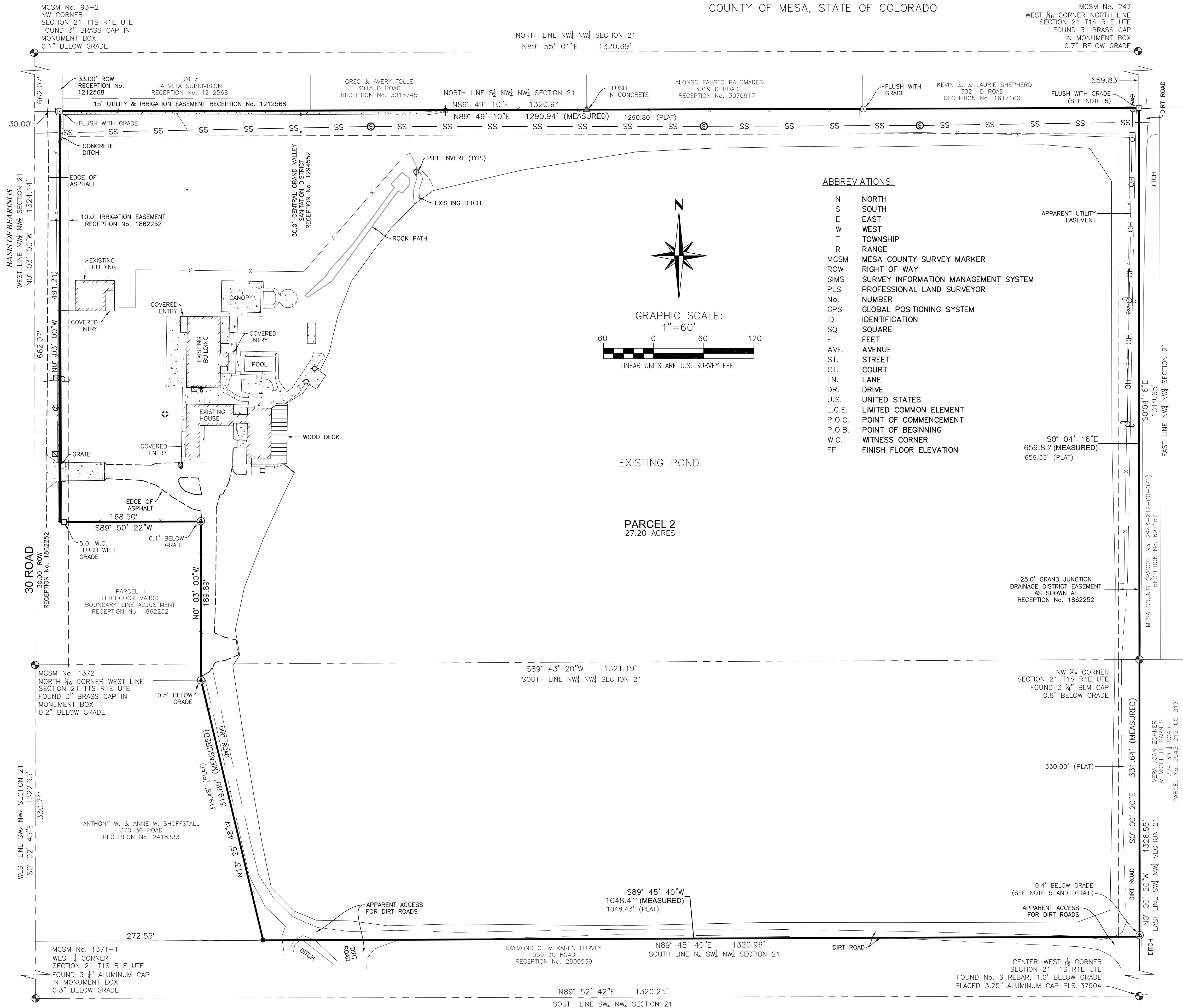
My commission expires: 1-9-2028

CERINA LYNN GEARHART
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044007103
MY COMMISSION EXPIRES JANUARY 9, 2028



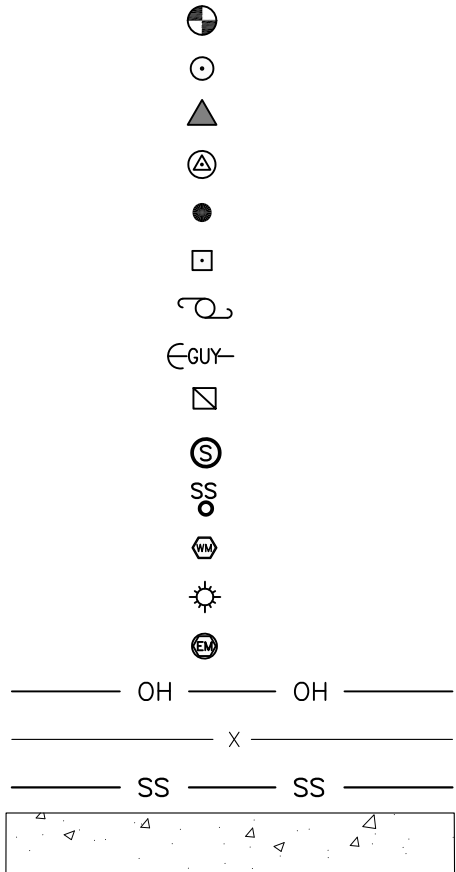
IMPROVEMENT SURVEY

SITUATED IN THE NW¼ NW¼ AND THE SW¼ NW¼ SECTION 21
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
AND BEING A PART OF HITCHCOCK MAJOR BOUNDARY-LINE ADJUSTMENT
COUNTY OF MESA, STATE OF COLORADO



LEGEND:

- FOUND SURVEY MARKER AS DESCRIBED
- FOUND 2 INCH ALUMINUM CAP PLS 38089
- FOUND 1-1/2 INCH ALUMINUM TAG PLS 31160
- FOUND 1-1/2 INCH RED PLASTIC CAP PLS ILLEGIBLE
- FOUND 1-1/2 INCH YELLOW PLASTIC CAP PLS ILLEGIBLE
- SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- EXISTING UTILITY PEDESTAL
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING WATER METER
- EXISTING LIGHT POLE
- EXISTING ELECTRIC METER
- EXISTING OVERHEAD UTILITY LINE
- EXISTING FENCE LINE
- EXISTING SANITARY SEWER LINE
- EXISTING CONCRETE



LEGAL DESCRIPTION:

PARCEL 2 HITCHCOCK
MAJOR BOUNDARY LINE ADJUSTMENT
COUNTY OF MESA, STATE OF COLORADO.
Said parcel contains 27.20 ACRES.

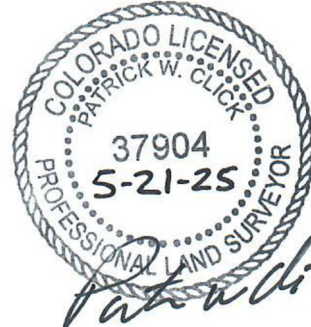
LAND SURVEY DEPOSIT
MESA COUNTY SURVEYORS OFFICE
DATE: _____
DEPOSIT No. _____

NOTES

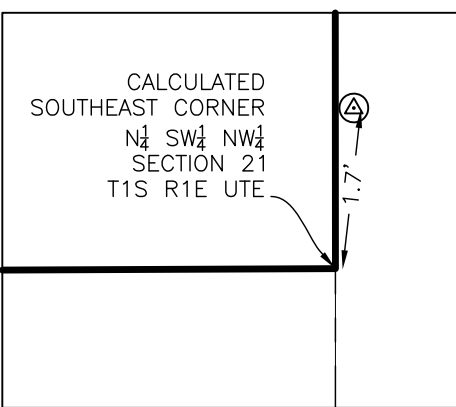
- OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE WITHOUT USING A CURRENT TITLE POLICY.
- BEARINGS ARE BASED ON THE WEST LINE OF NW¼ NW¼ SECTION 21, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN. THE VALUE USED N00°03'00"W, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. MESA COUNTY SURVEY MARKERS WERE FOUND AT THE NORTH AND SOUTH ENDS OF SAID LINE AS SHOWN HEREON.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS IMPROVEMENT SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 3053415 (AND 1423870, SEE NOTE 5), OF THE MESA COUNTY RECORDS.
- THE DEED REFERRED TO IN THE DEDICATION OF HITCHCOCK MAJOR BOUNDARY-LINE ADJUSTMENT (BOOK 1592 PAGE 256 AND RECEPTION NUMBER 1423870) INDICATES THAT THE NORTH LINE OF SAID PARCEL 2 SHOULD FOLLOW THE NORTH LINE OF THE S¼ NW¼ NW¼ OF SAID SECTION 21. SAID DEED ALSO SHOWS THAT THE SOUTH LINE OF PARCEL 2 SHOULD FOLLOW THE SOUTH LINE OF THE N¼ SW¼ NW¼ OF SECTION 21. NEIGHBORING DEEDS ARE IN HARMONY WITH THESE BOUNDARIES. SEE DEEDS NORTH OF THE SUBJECT PROPERTY AS SHOWN HEREON FOR ADJOINING PARCELS. SEE ALSO OLDER DEED FOR NEIGHBORING PROPERTY TO THE SOUTH (RECEPTION NUMBER 640114). PLAT VS. CALCULATED LABELS ARE SHOWN HEREON TO HIGHLIGHT THESE DIFFERENCES. A DETAIL IS ALSO PROVIDED TO SHOW WHERE THE PREVIOUSLY SET SOUTHEAST CORNER OF PARCEL 2 COMPARES WITH THE CALCULATED POSITION. NO PREVIOUSLY SET MONUMENT WAS FOUND AT THE NORTHEAST CORNER OF PARCEL 2.

SURVEYOR'S CERTIFICATION:

I, Patrick W. Click, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat represents a field survey completed by me and / or under my direct supervision and responsible charge. Both conform to the standards of practice, statutes and laws of the State of Colorado to the best of my knowledge and belief. This statement is not a guaranty or warranty, either expressed or implied.



COLORADO REGISTERED LAND SURVEYOR PLS #37904



DETAIL GRAPHIC SCALE 1"=2'

IMPROVEMENT SURVEY

378 30 ROAD

SITUATED IN THE NW¼ NW¼ AND THE SW¼ NW¼ SECTION 21
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

JOB #: 2024-187 FIELD WORK: JM DRAWN BY: JW
DATE: 5/21/25 DRAWING NAME: 378 30 ROAD CHECKED BY: PC

POLARIS SURVEYING

PATRICK W. CLICK P.L.S.

3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038



Legal Description-378 30 Rd.-Wedding Venue (Parcel #2943-212-00-068):

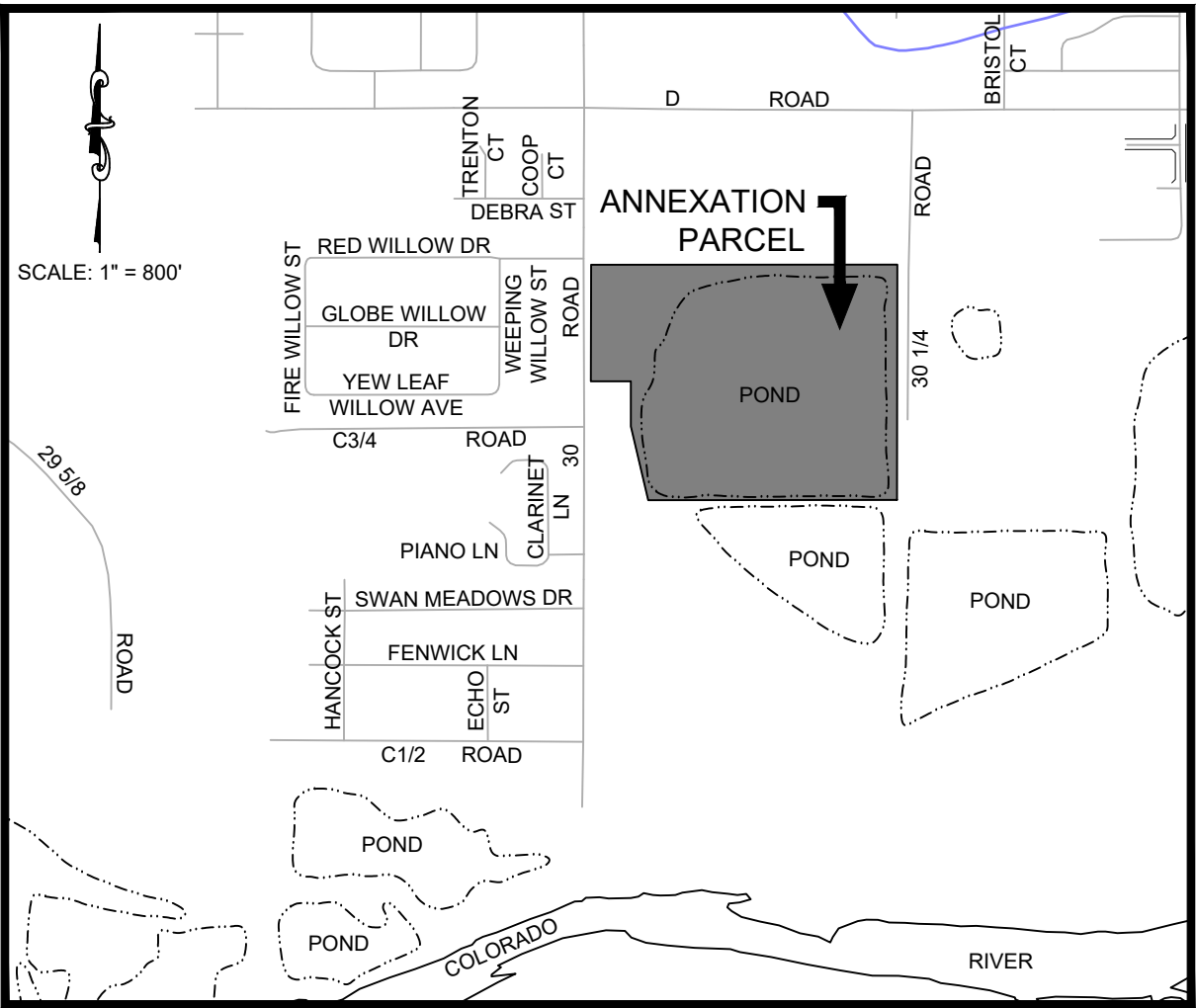
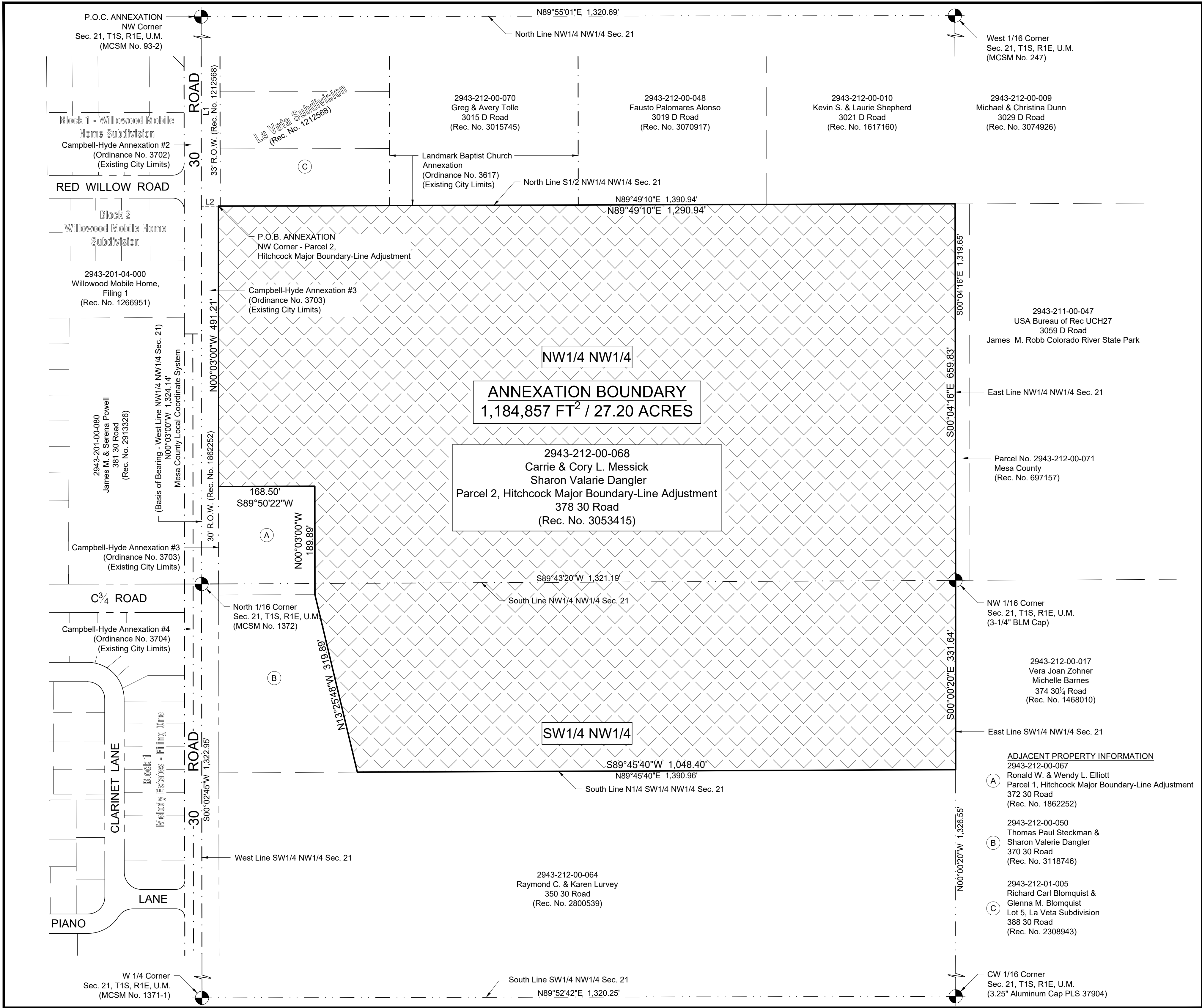
SITUATED IN THE NW¹/₄ NW¹/₄ AND THE SW¹/₄ NW¹/₄ SECTION 21
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
AND BEING A PART OF HITCHCOCK MAJOR BOUNDARY-LINE ADJUSTMENT
COUNTY OF MESA, STATE OF COLORADO

PARCEL 2 HITCHCOCK
MAJOR BOUNDARY LINE ADJUSTMENT
COUNTY OF MESA, STATE OF COLORADO. Soid parcel contains 27.20 ACRES.

MESSICK - DANGLER ANNEXATION

Located in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) & the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 21, & being a part of the Hitchcock Major Boundary - Line Adjustment (Rec. No. 1862252) Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S00°03'00"E	662.00'
L2	N89°57'00"E	30.00'



SITE LOCATION MAP

LEGAL DESCRIPTION

A parcel of land as recorded at Reception Number 3053415, located in the northwest quarter of the northwest quarter (NW1/4 NW1/4) and the southwest quarter of the northwest quarter (SW1/4 NW1/4) of Section 21, being Parcel 2 of the Hitchcock Major Boundary-Line Adjustment, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado more particularly described as follows:

Commencing at the northwest corner (NW) of said Section 21 on the west line of the northwest quarter of the northwest quarter (NW1/4 NW1/4) of said Section 21, whence the north sixteen feet corner on the west line of said Section 21 bears S00°03'00"E, a distance of 1,324.14 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto;

thence from said Point of Commencement, S00°03'00"E, a distance of 662.00 feet along said west line; thence N89°57'00"E, a distance of 30.00 feet to the northwest corner of Parcel 2 of Hitchcock Boundary-Line Adjustment recorded at Reception Number 1862252, being a point on the boundary of the Campbell-Hyde Annexation No. 3, and the Point of Beginning;

- thence the following eight (8) courses around the perimeter of said Parcel 2:
- 1) N89°49'10"E, a distance of 1,290.94 feet to the northeast corner of said Parcel 2, a portion of which runs along the Campbell-Hyde Annexation No. 3 (3.00 feet) and a portion of which runs along the south line of the Landmark Baptist Church Annexation (330.29 feet)
 - 2) S00°04'16"E, a distance of 659.83 feet to the NW1/16 corner of said Section 21
 - 3) S00°00'20"E, a distance of 331.64 feet to the southeast corner of said Parcel 2
 - 4) S89°45'40"W, a distance of 1,048.40 feet
 - 5) N13°25'48"W, a distance of 319.89 feet to the southeast corner of Parcel 1 of said Hitchcock Boundary-Line Adjustment
 - 6) N00°03'00"W, a distance of 189.89 feet to the northeast corner of said Parcel 1
 - 7) S89°50'22"W, a distance of 168.50 feet to the northwest corner of said Parcel 1 and being a point on the boundary of the Campbell-Hyde Annexation No. 3
 - 8) N00°03'00"W, a distance of 491.21 feet to the Point of Beginning.

Said parcel of land CONTAINING 1,184,867 Square Feet or 27.20 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	4,500.29 FT.
CONTIGUOUS PERIMETER	821.50 FT.
AREA IN SQUARE FEET	1,184,857 FT ²
AREA IN ACRES	27.20 AC.
AREA WITHIN R.O.W.	0.000.0 FT ²
	0.000 AC.
AREA WITHIN DEEDED R.O.W.	0.000.0 FT ²
	0.000 AC.

LEGEND

ANNEXATION BOUNDARY	
ANNEXATION AREA	
EXISTING CITY LIMITS	
SECTION LINE	
RIGHT-OF-WAY	
ADJOINER	

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	FT ²	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T	TOWNSHIP	REC.	RECEPTION
R	RANGE		

ORDINANCE NO.
0000

EFFECTIVE DATE
00/00/2025

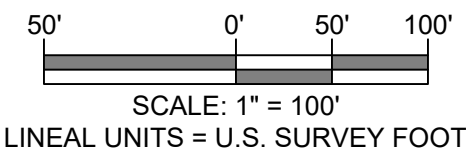
NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING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

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

THIS IS NOT A BOUNDARY SURVEY

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY: NCW DATE: 07/29/2025
REVIEWED BY: ABL DATE: 08/07/2025
CHECKED BY: RBP DATE: 08/06/2025
APPROVED BY: ABL DATE: _____



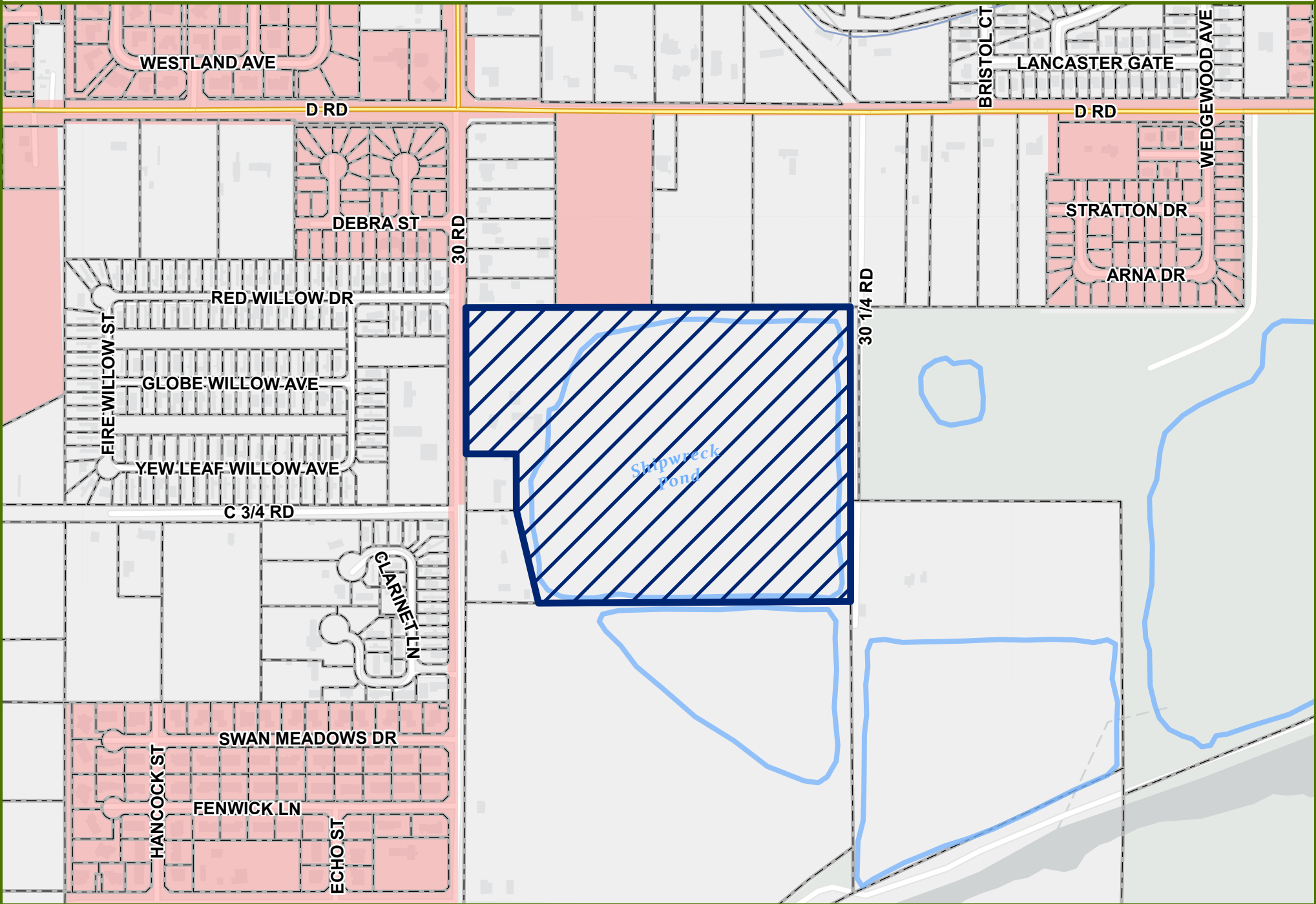
Engineering & Transportation
Department
244 North 7th Street - Grand Junction, CO. 81501

MESSICK - DANGLER ANNEXATION
Located in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) & the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 21, & being a part of the Hitchcock Major Boundary - Line Adjustment (Rec. No. 1862252) Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado

1 OF 1

MESSICK-DANGLER ANNEXATION SCHEDULE				
October 1, 2025		Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
October 14, 2025		Planning Commission Considers Zone of Annexation		
October 15, 2025		City Council Intro Proposed Zoning Ordinance		
November 5, 2025		City Council Accept Petition/Annex and Zoning Public Hearing		
December 7, 2025		Effective date of Annexation and Zoning		
ANNEXATION SUMMARY				
File Number		ANX-2025-116		
Location(s)		378 30 Road		
Tax ID Number(s)		2943-212-00-068		
Number of Parcel(s)		1		
Existing Population		5		
Number of existing Dwelling Units		1		
Acres Land Annexed		27.2		
Developable Acres Remaining		27.2		
Right-of-way in Annexation		0		
Previous County Zoning		RSF-R		
Proposed City Zoning		P-2		
Surrounding Zoning:	North:	RSF-4, RSF-R (County) / RM-8 (City)		
	South:	RSF-R		
	East:	PUD		
	West:	PUD		
Current Land Use		Wedding Venue		
Proposed Land Use		Wedding Venue		
Surrounding Land Use:	North:	Residential		
	South:	Agricultural		
	East:	Government		
	West:	Residential		
Comprehensive Plan Designation:		Residential Medium		
Retailers within Annexation boundary		Yes:		No: X
If yes, provide Name/Address/Phone Number				
Values:	Assessed	\$461,090.00		
	Actual	\$461,090.00		
Address Ranges		378 20 Road		
Special Districts:	Water	Clifton		
	Sewer	Persigo		
	Fire	Grand Junction Rural		
	Irrigation/Drainage	Grand Valley Drainage District		
	School	School District 51		
	Pest	Grand River Mosquito Control District		

Messick-Dangler Annexation



0 125 250 500 Feet



Annexation Site

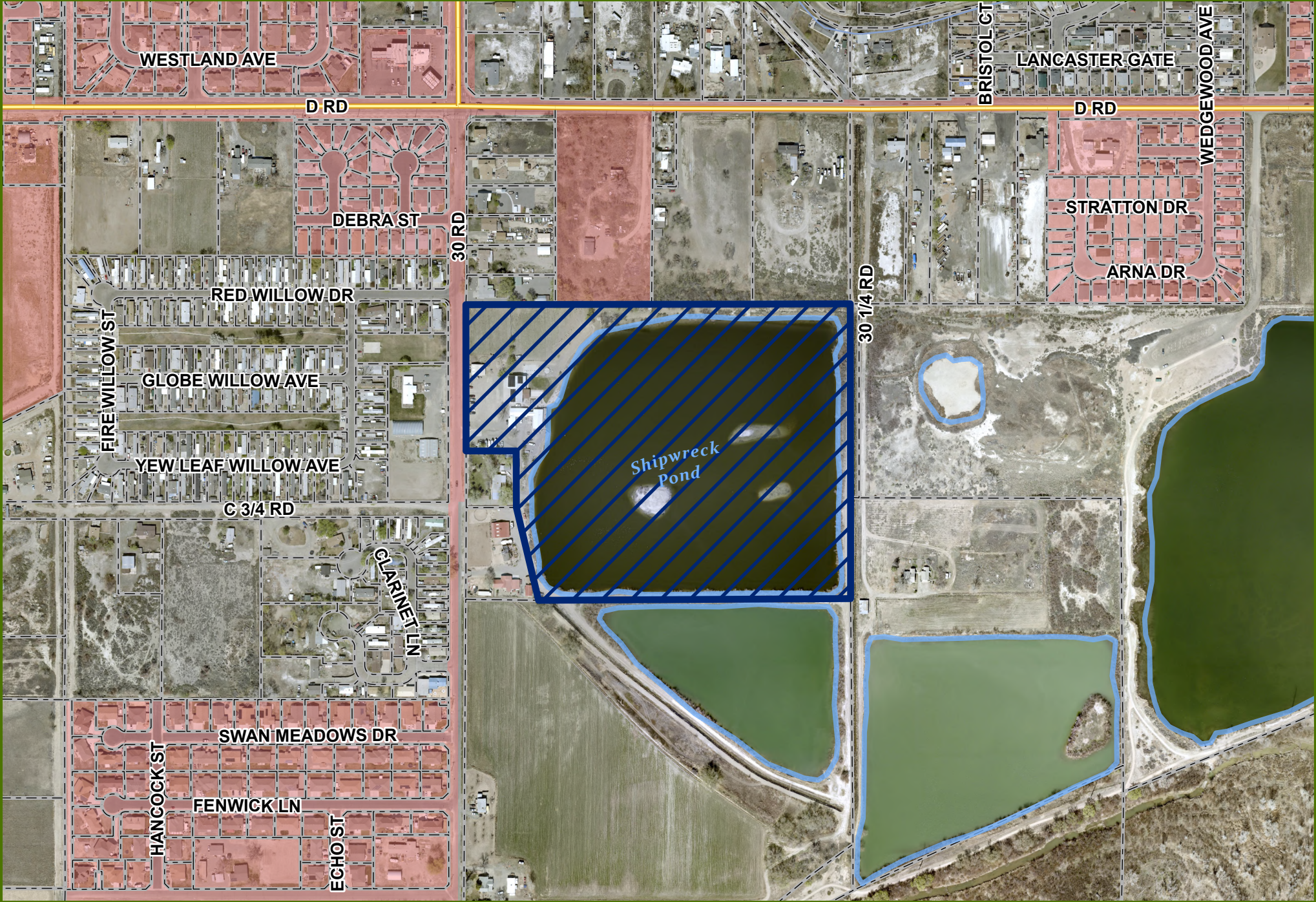


City Limits

Date Created: 7/23/2025



Messick-Dangler Annexation



0 125 250 500 Feet

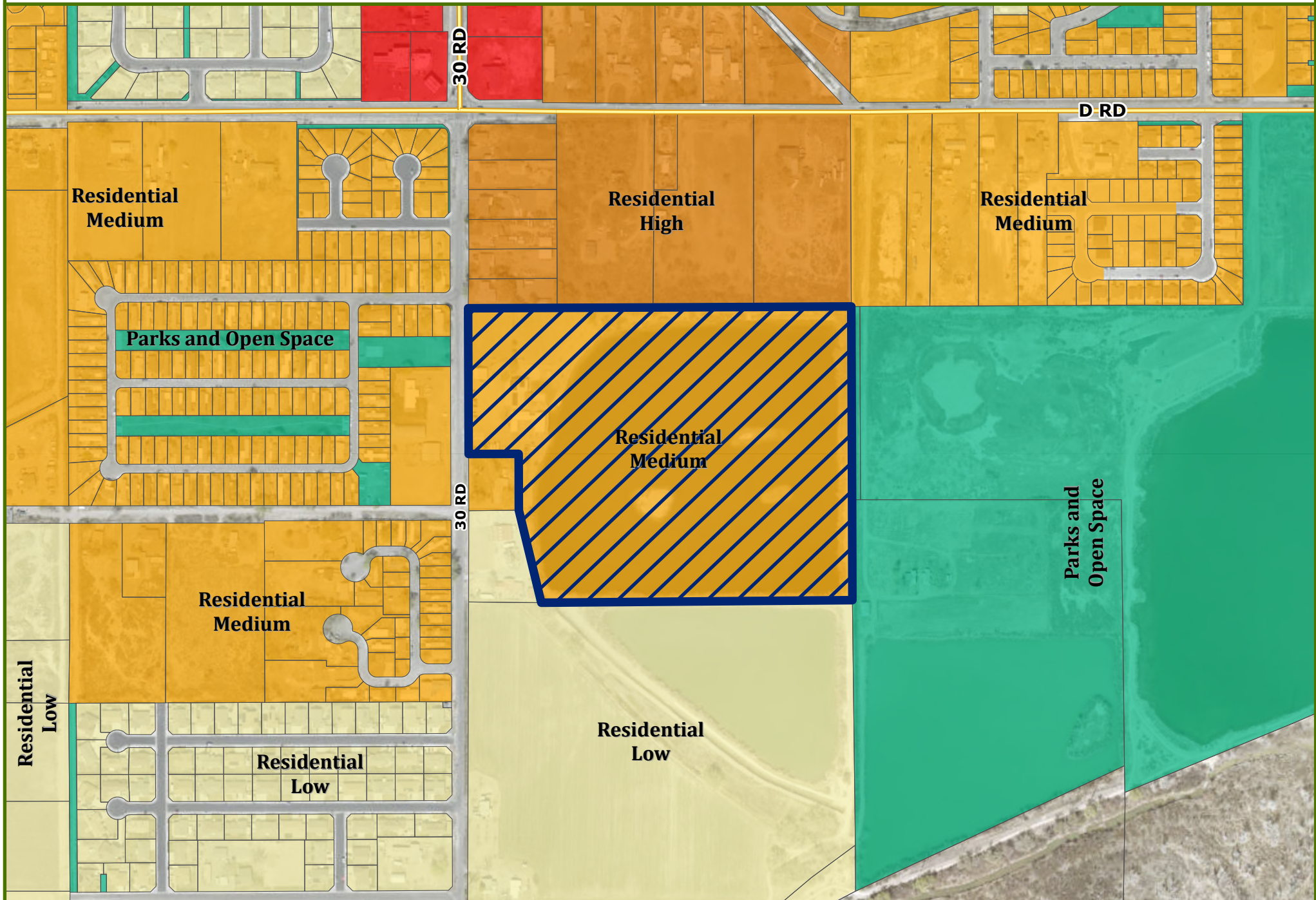


Annexation Site



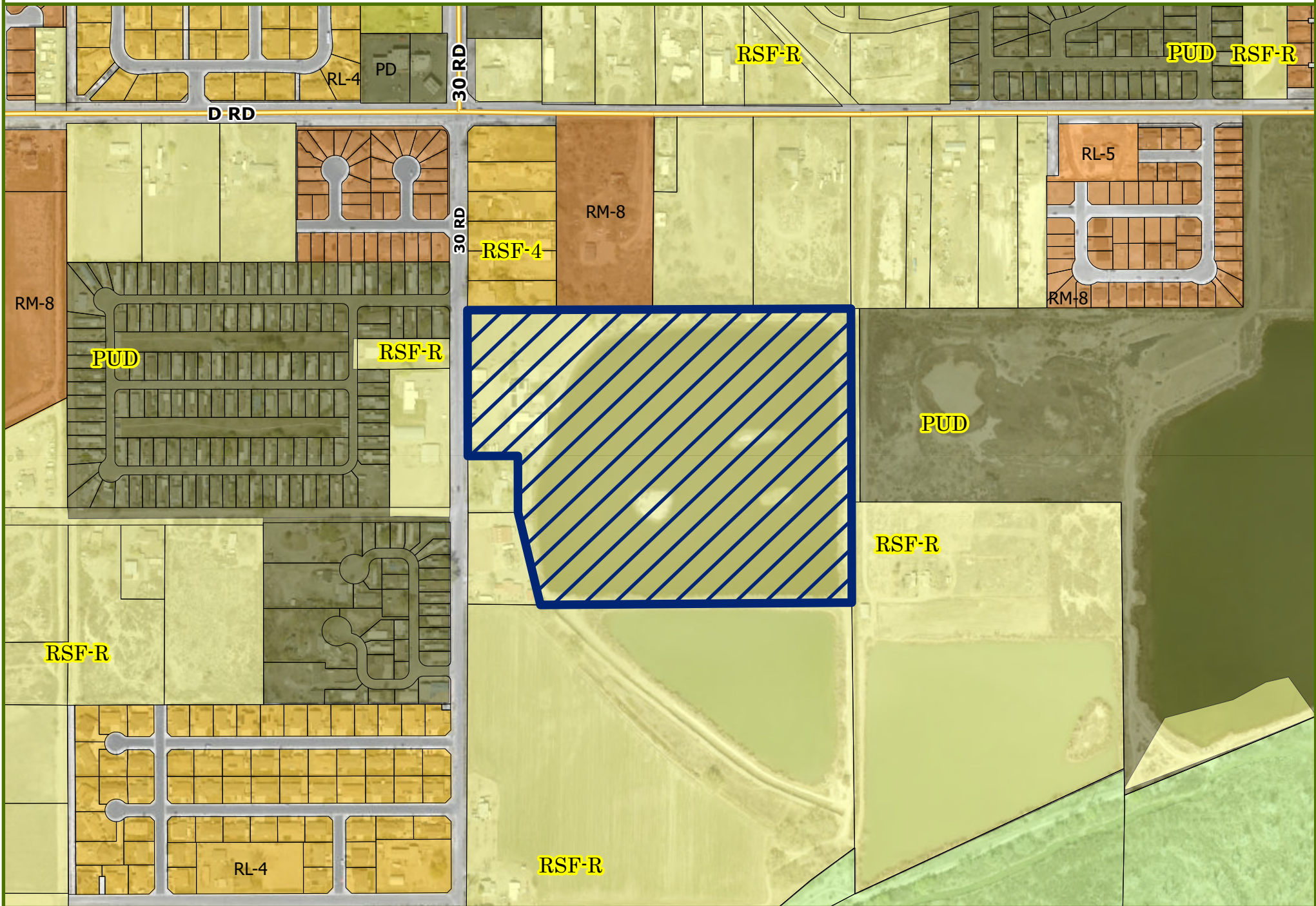
City Limits

Messick-Dangler Annexation - Land Use



0 125 250 500 Feet

Messick-Dangler Annexation - Zoning



0 125 250 500 Feet



Annexation

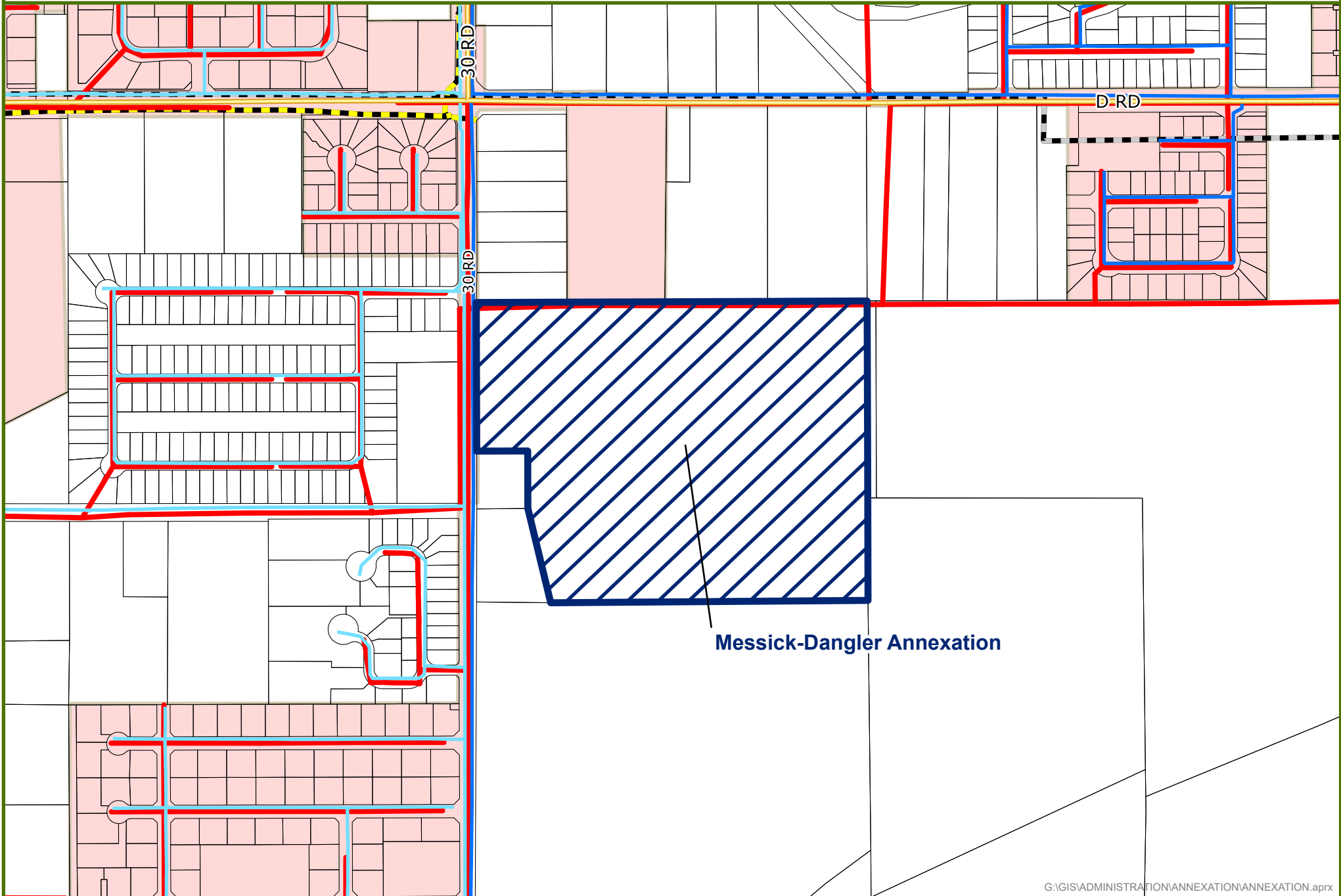
City Zoning

County Zoning

Date Created: 7/23/2025



Messick-Dangler Annexation - Utilities



G:\GIS\ADMINISTRATION\ANNEXATION\ANNEXATION.aprx



0 0.05 0.1 Miles

- UTE WATER
- CLIFTON WATER
- SEWER
- CITY FIBER
- NON-CITY FIBER

**NOTICE OF HEARING
ON PROPOSED ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO**

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 1st day of October, 2025, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. XX-25

**A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION,
COLORADO, SETTING A HEARING ON SUCH
ANNEXATION, AND EXERCISING LAND USE
CONTROL**

**MESSICK-DANGLER
ANNEXATION**

**APPROXIMATELY 27.20
ACRES
LOCATED AT 378 30 ROAD**

WHEREAS, on the 1st day of October, 2025, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situated in Mesa County, Colorado, and described as follows:

MESSICK-DANGLER ANNEXATION

A parcel of land as recorded at Reception Number 3053415, located in the northwest quarter of the northwest quarter (NW1/4 NW1/4) and the southwest quarter of the northwest quarter (SW1/4 NW1/4) of Section 21, being Parcel 2 of the Hitchcock Major Boundary - Line Adjustment, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado more particularly described as follows:

Commencing at the northwest corner (NW) of said Section 21 on the west line of the northwest quarter of the northwest quarter (NW1/4 NW1/4) of said Section 21, whence the north sixteenth corner on the west line of said Section 21 bears S00°03'00"E, a distance of 1,324.14 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto;

thence from said Point of Commencement, S00°03'00"E, a distance of 662.00 feet along said west line; thence N89°57'00"E, a distance of 30.00 feet to the northwest corner of Parcel 2 of Hitchcock Boundary - Line Adjustment recorded at Reception Number 1862252, being a point on the boundary of the Campbell-Hyde Annexation No. 3, and the Point of Beginning;

thence the following eight (8) courses around the perimeter of said Parcel 2;

1. N89°49'10"E, a distance of 1,290.94 feet to the northeast corner of said Parcel 2, a

portion of which runs along the Campbell-Hyde Annexation No. 3 (3.00 feet) and a portion of which runs along the south line of the Landmark Baptist Church Annexation (330.29 feet)

2. S00°04'16"E, a distance of 659.83 feet to the NW1/16 corner of said Section 21
3. S00°00'20"E, a distance of 331.64 feet to the southeast corner of said Parcel 2
4. S89°45'40"W, a distance of 1,048.40 feet
5. N13°25'48"W, a distance of 319.89 feet to the southeast corner of Parcel 1 of said Hitchcock Boundary - Line Adjustment
6. N00°03'00"W, a distance of 189.89 feet to the northeast corner of said Parcel 1
7. S89°50'22"W, a distance of 168.50 feet to the northwest corner of said Parcel 1 and being a point on the boundary of the Campbell-Hyde Annexation No. 3
8. N00°03'00"W, a distance of 491.21 feet to the Point of Beginning.

Said parcel of land containing 1,184,867 Square Feet or 27.20 Acres, more or less.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 5th day of November, 2025, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the 1st day of October, 2025.

President of the Council

Attest:

City Clerk

NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

City Clerk

<i>DATES PUBLISHED</i>
October 4th, 2025
October 11th, 2025
October 18th, 2025
October 25th, 2025

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. XXXX

**AN ORDINANCE ANNEXING TO THE CITY OF GRAND JUNCTION,
COLORADO APPROXIMATELY 27.20 ACRES OF LAND LOCATED AT 378
30 ROAD KNOWN AS THE MESSICK-DANGLER ANNEXATION**

WHEREAS, on October 1, 2025, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on November 5, 2025; and

WHEREAS, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That a parcel of land situated in Mesa County, Colorado, and described to wit ("Property")

as recorded at Reception Number 3053415, located in the northwest quarter of the northwest quarter (NW1/4 NW1/4) and the southwest quarter of the northwest quarter (SW1/4 NW1/4) of Section 21, being Parcel 2 of the Hitchcock Major Boundary - Line Adjustment, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado more particularly described as follows:

Commencing at the northwest corner (NW) of said Section 21 on the west line of the northwest quarter of the northwest quarter (NW1/4 NW1/4) of said Section 21, whence the north sixteenth corner on the west line of said Section 21 bears S00°03'00"E, a distance of 1,324.14 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto;

thence from said Point of Commencement, S00°03'00"E, a distance of 662.00 feet along said west line; thence N89°57'00"E, a distance of 30.00 feet to the northwest corner of Parcel 2 of Hitchcock Boundary - Line Adjustment recorded at Reception Number 1862252, being a point on the boundary of the Campbell-Hyde Annexation No. 3, and the Point of Beginning;

thence the following eight (8) courses around the perimeter of said Parcel 2;

1. N89°49'10"E, a distance of 1,290.94 feet to the northeast corner of said Parcel 2, a portion of which runs along the Campbell-Hyde Annexation No. 3 (3.00 feet) and a portion of which runs along the south line of the Landmark Baptist Church Annexation (330.29 feet)
2. S00°04'16"E, a distance of 659.83 feet to the NW1/16 corner of said Section 21
3. S00°00'20"E, a distance of 331.64 feet to the southeast corner of said Parcel 2
4. S89°45'40"W, a distance of 1,048.40 feet
5. N13°25'48"W, a distance of 319.89 feet to the southeast corner of Parcel 1 of said Hitchcock Boundary - Line Adjustment
6. N00°03'00"W, a distance of 189.89 feet to the northeast corner of said Parcel 1
7. S89°50'22"W, a distance of 168.50 feet to the northwest corner of said Parcel 1 and being a point on the boundary of the Campbell-Hyde Annexation No. 3
8. N00°03'00"W, a distance of 491.21 feet to the Point of Beginning.

Said Property being comprised of 1,184,867 Square Feet or 27.20 acres, more or less. and depicted in Exhibit A is and shall be duly and lawfully annexed to the City limits of the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 1st day of October 2025 and ordered published in pamphlet form.

ADOPTED on second reading the 5th day of November 2025 and ordered published in pamphlet form.

Cody Kennedy
President of the City Council

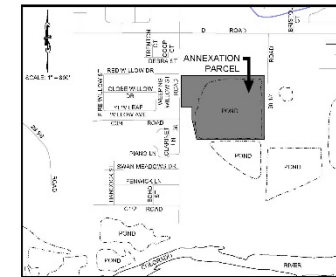
Attest:

Selestina Sandoval
City Clerk

EXHIBIT A

MESSICK - DANGLER ANNEXATION

Located in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) & the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 21, & being a part of the Hitchcock Major Boundary - Line Adjustment (Rec. No. 1862252) Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado



SITE LOCATION MAP

LEGAL DESCRIPTION

A coral of bird as recorded at Reception Number 9059415, located in the northwest quarter of the northwest quarter (NW1/4NW1/4) and the southwest quarter of the northwest quarter (SW1/4NW1/4) of Section 21, being Parcel 2 of the Hiawatha Major Boundary-Line Adjustment Township 4 South, Range 1 East, 10 Meridian, County of Mora, State of Colorado, more particularly described as follows:

Commencing at the northwest corner (NW) of said Section 21 on the west line of the northwest quarter of the northwest quarter (NW1/4 NW1/4) of said Section 21, whence the north-southeast corner on the west line of said Section 21 bears S00°03'00"E, a distance of 1,324.14 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto;

thence then said Port of Commerce, N00°00'00", a distance of 012.00 feet along said west line thence N00°07'00", a distance of 02.50 feet to the northwest corner of Parcel 2 a Hitchcock Boundary line Adjacent thereto at Resection Number 1002567 being a point on the boundary of the Campool-Hyde Association No. 3, and the Point of Beginning.


[illegible]

AREAS OF ANNEXA

ANNEXATION PERIMETER	4,802.26 FT	ANNEXATION	
CONTIGUOUS PERIMETER	821.56 FT	BOUNDARY	
AREA IN SQUARE FEET	1,134,657.97		
AREA IN ACRES	25.22 AC	ANNEXATION	
AREA WITH IN F.O.W.	0.0000 FT	AREA	
	0.000 AC		
AREA WITH IN DECEDED F.O.W.			
	0.0000 FT		
	0.000 AC		

LEGEND

ANNEXATION
BOUNDARY _____

ANNEXATION
AREA 

EXISTING
CITY LIMITS _____

SECTION LINE _____

RIGHT-OF-WAY _____

ADJACENT _____

SURVEY ABBREVIATIONS

P.C.C.	POINT OF COMMENCEMENT	FT ²	SQUARE FEET
P.O.B.	POINT OF BEGINNING	ACRM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	C.M.	1/4 MERIDIAN
SEC.	SECTION	NO.	NUMBER
T.	TOWNSHIP	RNG.	RANGE
R.	RANGE		

ORDINANCE NO.

0000

EFFECTIVE DATE

00/00/2025

NOTE:
THE DESCRIPTIONS CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS AND DEEDS. SURVEYS AT THE OFFICE OF THE MISSOURI COUNTY CLERK & RECORDER. THIS TYPE OF ANNOTATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

ALEXANDRE B. LHERITIER
STATE OF COLORADO - P.L.S. NO. 38/64
FOR THE CITY OF GRAND JUNCTION
241 NORTH 7TH STREET
GRAND JUNCTION, CO 81501

THIS IS NOT A BOUNDARY SURVEY

NOTES: ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT POINTED OUT IN THIS SURVEY MUST BE COMPLETED WITHIN THIRTY (30) DAYS OF THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT POINTED OUT IN THIS SURVEY BE COMMENCED MORE THAN FIFTY (50) YEARS FROM THE DATE OF THE CERTIFICATION'S SIGNATURE.	DRAWN BY: <u>NSW</u> DATE: <u>07/20/2025</u> REVIEWED BY: <u>ASL</u> DATE: <u>08/27/2025</u> CHECKED BY: <u>RDP</u> DATE: <u>08/06/2025</u> APPROVED BY: <u>ARI</u> DATE:	
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CITY OF
Grand Junction
COLORADO

**Engineering & Transportation
Department**
244 North 7th Street - Grand Junction, CO 81501

MESSICK - DANGLER ANNEXATION
 Located in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) &
 the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 21,
 & being a part of the Hitchcock Major Boundary - Line Adjustment (Rec. No. 1862252)
 Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado

1 OF 1



Grand Junction City Council

Regular Session

Item #2.b.

Meeting Date: October 1, 2025

Presented By:

Department: City Clerk

Submitted By:

Information

SUBJECT:

Legislative

RECOMMENDATION:

EXECUTIVE SUMMARY:

BACKGROUND OR DETAILED INFORMATION:

FISCAL IMPACT:

SUGGESTED MOTION:

Attachments

None



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: October 1, 2025

Presented By: Jay Valentine, General Services Director, Trenton Prall, Engineering & Transportation Director

Department: Finance

Submitted By: Jay Valentine

Information

SUBJECT:

An Ordinance Authorizing the Issuance of General Fund Revenue Bonds

RECOMMENDATION:

Approve the First Reading of an Ordinance Authorizing the Issuance of General Fund Revenue Bonds

EXECUTIVE SUMMARY:

The issuance of General Fund Revenue Bonds was authorized at the November 5, 2019, election for the purposes of street improvement construction projects. At the election, the electors of the City approved the issuance of bonds in an amount not to exceed \$70,000,000. On March 10, 2020, the City issued \$50 million of the authorized \$70 million and this ordinance will authorize the issuance of the remaining \$20 million.

BACKGROUND OR DETAILED INFORMATION:

In 2019, the electors of the City approved the issuance of bonds in an amount not to exceed \$70,000,000 for the purposes of street improvement projects. These projects include the financing of a portion of the costs of sidewalk, road, pedestrian and bike route improvements throughout the City as approved by the voters at the election. The voter-approved improvements are as follows:

- B 1/2 Road from 29 to 29 3/4 Roads
- D 1/2 Road from 29 to 30 Road
- F 1/2 Road Parkway (4 Canyons) from 24 Road to Patterson Road
- F 1/2 Road from 30 to 30 3/4 Road
- G Road from 23 1/2 to 24 1/2 Road
- 24 Road from Patterson Road to I-70

- 24 1/2 road from Patterson Road to G 1/4 Road
- 26 1/2 Road from Horizon Drive to Summerhill Way and including a Bike and Pedestian Bridge at I-70
- A roundabout at Horizon Drive, G Road and 27 1/2 Road intersection
- Intersection and turn lane improvements at five locations on Patterson Road.
- Improvements to River Road and the Redlands Parkway near the Jr. Service League Park, including a bike and pedestrian path to connect to Canyon View Park.

At the Election, the electors of the City approved the issuance of bonds in an amount not to exceed \$70,000,000 with a total repayment cost not to exceed \$114,000,000 and an annual repayment cost not to exceed \$4,798,150. The City may not exceed these limitations for any reason. Because the City has only issued \$50 million of this authorized amount, the remaining \$20 million, through the approval of this ordinance, will be issued in late November or early December.

FISCAL IMPACT:

The new \$50 million debt issuance is projected for a term of 25 years at a projected rate of 4.93%. This will then result in annual payments of \$1.35 million per year until the bonds are paid off. The existing resources available for the repayment of the bonds include .75% sales tax revenue and impact fees.

SUGGESTED MOTION:

I move to introduce a proposed ordinance approving the issuance of \$20,000,000 in General Fund Revenue Bonds and set a public hearing for October 15, 2025.

Attachments

1. Ordinance (2025 GF Rev Bonds) (9.24.2025)

ORDINANCE NO. []

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL FUND REVENUE BONDS FOR PURPOSES AUTHORIZED AT THE NOVEMBER 5, 2019 ELECTION, PLEDGING CERTAIN REVENUES OF THE CITY FOR THE PAYMENT OF THE BONDS, AND MAKING OTHER PROVISIONS RELATING THERETO.

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

Section 1. Definitions. Terms used in this Ordinance shall have the meanings specified in this section for all purposes of this Ordinance and of any ordinance amendatory hereof, supplemental hereto or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication otherwise requires. All definitions include the singular and plural and include all genders. Certain terms are parenthetically defined elsewhere herein.

Additional Bonds means the one or more series of bonds or other securities or obligations authorized to be issued by the City pursuant to Section 21 or 22 hereof and having a lien on the Pledged Sales and Use Tax Revenues on a parity with the lien thereon of the Bonds and any Outstanding Parity Bonds.

Additional Pledged Revenues has the meaning set forth in Section 21.A hereof.

Bond Account means the account by that name created in Section 18.A hereof.

Bond Purchase Agreement means the Bond Purchase Agreement between the City and the Underwriter.

Bonds means the City's General Fund Revenue Bonds, Series 2025, with such detail as set forth in a Sale Certificate approved by the City Manager or the Chief Financial Officer and issued pursuant to this Ordinance.

Business Day means a day on which banks located in the City and in the cities in which the principal offices of each of the Paying Agent and the Registrar are not required or authorized to be closed and on which the New York Stock Exchange is not closed.

Charter means the home rule Charter of the City, including all amendments thereto prior to the date hereof, adopted pursuant to Article XX of the Constitution of the State.

Chief Financial Officer means the Chief Financial Officer of the City or such person's successor in functions, if any.

City means the City of Grand Junction, Colorado.

City Council means the City Council of the City or any successor in functions thereto.

Closing Date means the date of delivery of and payment for the Bonds.

Commercial Bank means any depository for public funds permitted by the laws of the State for political subdivisions of the State which is in good standing and has a capital and surplus of \$10,000,000 or more, and which is located within the United States.

Continuing Disclosure Certificate means the undertaking executed by officers of the City simultaneously with the delivery of the Bonds which enables the Underwriter to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission.

C.R.S. means the Colorado Revised Statutes, as amended.

Election means the City's election held on November 5, 2019.

Federal Securities means only non-callable direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged.

Fiscal Year means the twelve-months commencing on the first day of January of any calendar year and ending on the thirty-first day of December of such calendar year or such other twelve month period as may from time to time be designated by the City Council as the Fiscal Year of the City.

General Fund means the General Fund of the City.

Maximum Annual Debt Service Requirement means the maximum amount of all required payments of principal of and interest the Bonds, any Outstanding 2020 Bonds, and any proposed Additional Bonds which will become due in any Fiscal Year.

Official Statement means the Official Statement delivered in connection with the original issuance and sale of the Bonds in substantially the form of the Preliminary Official Statement.

Ordinance means this Ordinance of the City, which provides for the issuance and delivery of the Bonds.

Outstanding means, as of any date of calculation, all Bonds theretofore executed, issued, and delivered by the City except:

(i) Any Bonds, Parity Bonds, or other security theretofore cancelled by the City, Registrar or Paying Agent, or surrendered to the City, Registrar or Paying Agent for cancellation;

(ii) Any Bonds, Parity Bonds, or other security in lieu of or in substitution for which other Bonds shall have been executed, issued, and delivered by the City and authenticated by the Registrar unless proof satisfactory to the Registrar is presented that any such Bonds are duly held by the lawful Registered Owners thereof; or

(iii) Any Bonds, Parity Bonds, or other security deemed to have been paid as provided in Section 24 hereof or any similar provision of an ordinance authorizing the issuance of Additional Bonds.

For purposes of this definition, the terms Registrar and Paying Agent shall include a registrar or paying agent for any Parity Bonds or Additional Bonds.

Owner or Registered Owner means the Registered Owner of any Bond as shown on the registration books kept by the Registrar, and, where the context so requires, the Registered Owner of any Additional Bond as shown on the registration books kept by the registrar for such bonds.

Paying Agent means Zions Bancorporation, National Association, being the agent for the City for the payment of the Bonds and interest thereon, or its successors and assigns.

Parity Bonds means the 2020 Bonds, the 2024 Bonds, and any bonds, securities, or other obligations hereafter issued payable from all or a portion of the Pledged Revenues and having a lien on the 2.75% Sales and Use Tax Revenues which is equal to or on a parity with the Bonds.

Parity Bond Ordinance means Ordinance No. 4902 adopted by the City Council of the City on February 5, 2020, authorizing the issuance of the 2020 Bonds and Ordinance No. 5193 adopted by the City Council of the City on January 3, 2024, authorizing the issuance of the 2024 Bonds.

Permitted Investment means any investment or deposit permitted by the Charter and ordinances of the City.

Person means any individual, firm, partnership, corporation, company, association, joint-stock association, or body politic; and the term includes any trustee, receiver, assignee or other similar representative thereof.

Pledged Revenues means:

- (i) the revenues derived from the Pledged Sales and Use Tax;
- (ii) all other additional monies deposited into the City's General Fund which are not by law, by contract, or otherwise restricted or required to be used for another purpose and are legally available for payment of the principal of and interest on the Bonds, provided however, that the Pledged Revenues shall not include monies deposited to the General Fund which are the proceeds of any increase in any existing tax and/or any new tax, unless such pledge is expressly authorized by the City's electors at an election called for such purpose;
- (iii) any additional funds or revenues which the City hereafter pledges to the payment of the Bonds;
- (iv) proceeds of the Bonds or other legally available moneys deposited into and held in the Bond Account; and
- (v) interest or investment income on the Bond Account;

all to the extent that such moneys are at any time required by Section 18 hereof to be deposited into and held in the Bond Account.

Pledged Sales and Use Tax means the proceeds of the Sales and Use Tax.

"Pledged Sales and Use Tax" does not include:

- (i) amounts withheld by retailers and vendors to cover their expenses in collecting and remitting the Pledged Sales and Use Tax;
- (ii) amounts collected by the City and subsequently determined, pursuant to the applicable Sales and Use Tax Ordinances, to be subject to valid claims for refunds;
- (iii) the proceeds of any increase in the Sales and Use Tax which may be approved in the future, unless such increase is expressly pledged by the City;

- (iv) the proceeds derived by the City from any legally available tax or taxes or fees (other than a general ad valorem tax) which replace or supersede the Pledged Sales and Use Tax, regardless of whether such tax or taxes or fees are imposed by the City or the State or other political subdivision thereof;
- (v) incremental sales taxes which are pledged to the payment of obligations issued pursuant to an urban renewal plan as defined in Section 31-25-103(9), C.R.S., a plan of development as defined in Section 31-25-802(6.4), C.R.S., or a value capture plan as defined in Section 43-4-508, C.R.S.; and
- (vi) any amounts payable by the City under any sales tax sharing agreements made in connection with the imposition of public improvement fees.

Pledged Sales and Use Tax Revenues means revenues derived from the Pledged Sales and Use Tax.

Preliminary Official Statement means the Preliminary Official Statement with respect to the Bonds issued pursuant to this Ordinance, with such revisions as are hereafter approved by the City Manager or the Chief Financial Officer.

President means the President of the City Council of the City.

Principal Office means the principal office of the Registrar or Paying Agent, as the case may be, as designated in writing by the City.

Project means the construction of the projects and improvements as authorized by the voters of the City at the Election.

Rebate Account means the account by that name created in Section 18.C hereof.

Registrar means Zions Bancorporation, National Association, Denver, Colorado, being the agent for the City for the registration, transfer and exchange of the Bonds, or its successors and assigns.

Registrar Agreement means the Registrar and Paying Agent Agreement between the City and the Registrar, dated the Closing Date.

Regular Record Date means the fifteenth day of the calendar month next preceding each interest payment date for the Bonds (other than a special interest payment date hereafter fixed for the payment of defaulted interest).

Sale Certificate means the sale certificate of the City relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 5 hereto.

Sales and Use Tax means the 2.75% tax upon the sale and use of goods and services which is being levied by the City pursuant to the Sales and Use Tax Ordinances and any future or amended tax levied by the City as a sales and use tax and pledged by the City Council to the payment of the Bonds and for purposes hereof does not include the .50% Sales and Use Tax imposed for public safety purposes effective 1/1/2020 or the .14% Sales and Use Tax imposed for community recreation center purposes effective 7/1/2023 and approved at the Election.

Sales and Use Tax Ordinances means the ordinances adopted by the City Council of the City for the purpose of adopting and enforcing the Sales and Use Tax and which are in effect on the date of this Ordinance and as amended by this Ordinance or as later amended or supplemented.

Special Record Date means a special date fixed to determine the names and addresses of Registered Owners for purposes of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 6 hereof.

State means the State of Colorado.

Supplemental Public Securities Act means Title 11, Article 57, Part 2, of the C.R.S.

Tax Code means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

Term Bonds means Bonds that are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

Trust Bank means a Commercial Bank which is authorized to exercise and is exercising trust powers.

Underwriter means D.A. Davidson & Co.

2020 Bonds means the 2020A Bonds and the 2020B Bonds.

2020A Bonds means the City of Grand Junction, Colorado, General Fund Revenue Bonds, Taxable Refunding Bonds, Series 2020A, originally issued in the aggregate principal amount of \$14,740,000.

2020B Bonds means the City of Grand Junction, Colorado, General Fund Revenue Bonds, Tax-Exempt Improvement Bonds, Series 2020B, originally issued in the aggregate principal amount of \$42,680,000.

2024 Bonds means the City of Grand Junction, Colorado, General Fund Revenue Bonds, Series 2024, originally issued in the aggregate principal amount of \$68,565,000.

.14% Sales and Use Tax means the sales tax imposed for community recreation center purposes effective 7/1/2023, approved at the Election and not included in the Pledged Sales and Use Tax for the Bonds.

.50% Sales and Use Tax means the sales tax imposed for public safety purposes effective 1/1/2020 and not included in the Pledged Sales and Use Tax for the Bonds.

Section 2. Recitals.

A. The City is a municipal corporation duly organized and existing under the Charter.

B. Article XI, Section 6 of the Colorado Constitution provides that no political subdivision of the State shall contract any general obligation debt by loan in any form, whether individually or by contract pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution except by adoption of a legislative measure which shall be irrevocable until the indebtedness therein provided for shall have been fully paid or discharged, specifying the purposes to which the funds to be raised shall be applied and providing for the levy of a tax which together with such other revenue, assets, or funds as may be pledged shall be sufficient to pay the interest and principal of such debt. Except as may be otherwise provided by the charter of a home rule city and county, city, or town for debt incurred by such city and county, city, or town, no such debt shall be created unless the question of incurring the same be submitted to and approved by a majority of the qualified taxpaying electors voting thereon, as the term “qualified taxpaying elector” shall be defined by statute.

C. Article X, Section 20 of the Colorado Constitution (“TABOR”) requires voter approval in advance for the creation of any multiple fiscal year direct or indirect debt or other financial obligation.

D. The City has previously issued the Parity Bonds.

E. The City, pursuant to the Parity Bond Ordinance, has heretofore pledged the proceeds from the imposition of the Sales and Use Tax to the payment of the Parity Bonds.

F. Subject to certain conditions specified in the Parity Bond Ordinance, the City is authorized to issue parity indebtedness payable out of and which has a lien on the Sales and Use Tax.

G. At the Election, the City's electors approved the following question:

WITHOUT ANY INCREASE OF ANY EXISTING TAX RATE AND WITHOUT IMPOSING ANY NEW TAXES SHALL CITY OF GRAND JUNCTION, COLORADO (CITY) DEBT BE INCREASED UP TO \$70,000,000.00 WITH A REPAYMENT COST OF UP TO \$114,000,000.00 TO PROVIDE FINANCING FOR THE PURPOSE OF PAYING FOR ALL OR ANY PORTION OF THE COSTS OF THE DESIGN, CONSTRUCTION AND MAINTENANCE OF TRANSPORTATION IMPROVEMENTS WHICH INCLUDE SIDEWALK, ROAD, PEDESTRIAN AND BIKE ROUTE IMPROVEMENTS

- TO B 1/2 ROAD FROM 29 TO 29 3/4 ROADS,
- D 1/2 ROAD FROM 29 TO 30 ROAD,
- F 1/2 ROAD PARKWAY FROM 24 ROAD TO PATTERSON ROAD,
- F 1/2 ROAD FROM 30 TO 30 3/4 ROAD,
- G ROAD FROM 23 1/2 TO 24 1/2 ROAD,
- 24 ROAD FROM PATTERSON ROAD TO I-70,
- 24 1/2 ROAD FROM PATTERSON ROAD TO G 1/4 ROAD,
- 26 1/2 ROAD FROM HORIZON DRIVE TO SUMMERHILL WAY AND INCLUDING A BIKE AND PEDESTRIAN BRIDGE AT I-70,
- A ROUNDABOUT AT HORIZON DRIVE, G ROAD AND 27 1/2 ROAD INTERSECTION,
- AND INTERSECTION AND TURN LANE IMPROVEMENTS AT FIVE LOCATIONS ON PATTERSON ROAD, AND
- IMPROVEMENTS TO RIVER ROAD AND THE REDLANDS PARKWAY NEAR THE JUNIOR SERVICE LEAGUE PARK, INCLUDING A BIKE AND PEDESTRIAN PATH TO CONNECT TO CANYON VIEW PARK;

SHALL SUCH DEBT BE PAYABLE FROM SUCH CITY REVENUES AS THE CITY COUNCIL MAY DETERMINE AND BE ISSUED WITH SUCH TERMS AS THE CITY COUNCIL DETERMINES TO BE NECESSARY AND IN THE BEST INTERESTS OF THE CITY; AND WITHOUT ANY INCREASE OF ANY EXISTING TAX RATE AND WITHOUT IMPOSING ANY NEW TAXES, SHALL THE CITY BE AUTHORIZED BEGINNING IN 2023, TO CONTINUE TO COLLECT, RETAIN AND SPEND, UNTIL NO LATER THAN 2037, ALL REVENUES IN EXCESS OF AMOUNTS WHICH THE CITY IS PERMITTED TO COLLECT, RETAIN, AND SPEND UNDER ARTICLE X, SECTION 20 OF THE COLORADO

CONSTITUTION (TABOR) FOR THE PURPOSE OF PAYING CITY DEBT ISSUED FOR STREET IMPROVEMENT PROJECTS AND TO MAINTAIN NEW AND EXISTING TRANSPORTATION INFRASTRUCTURE?

H. Pursuant paragraph (4) of TABOR, bonds may not be sold on terms which exceed their share of the maximum repayment costs described in the ballot question or in the notice sent to voters.

I. The notice delivered to voters at the Election (the “Election Notice”) as required by TABOR limits the issuance of bonds authorized at the Election as follows:

Principal Amount of Proposed Bonds:	Not to exceed \$ 70,000,000
Maximum Annual City Repayment Cost	Not to exceed \$ 4,798,150
Total City Repayment Cost:	Not to exceed \$114,000,000

J. The City has previously issued the 2020B Bonds pursuant to such voter authorization, leaving \$27,320,000 of the authorization for the Project as authorized by the voters of the City at the Election.

K. The City Council has determined that the City should issue not more than \$27,320,000 of the authorization for the Project as authorized by the voters of the City at the Election.

L. The City Council has determined that the Bonds shall be payable from and constitute an irrevocable first lien, but not necessarily an exclusive first lien, on the Sales and Use Tax on a parity with the Parity Bonds.

M. The City desires to delegate to the President of the City Council (“President”), the City Manager or the Chief Financial Officer the independent ability to authorize the issuance of the Bonds of the City for the purpose of effecting the Project, subject to the parameters set forth in this Ordinance.

N. The City imposes a Sales and Use Tax pursuant to the Charter and the Sales and Use Tax Ordinances.

O. Except for the Parity Bonds, the City has not pledged the Sales and Use Tax to the payment of any bonds or for any purpose.

P. The City Council has determined, and does hereby determine, that it is necessary and for the best interest of the City that the Bonds now be authorized to be issued and

delivered, and the City Council hereby determines to use the proceeds of the Bonds authorized by this Ordinance to effect the Project.

Q. The City Council desires to cause the Bonds to be issued pursuant to its powers as a home rule City under the Charter, to authorize and direct the application of the proceeds thereof as set forth herein, and to provide security for the payment thereof, all in the manner hereinafter set forth.

R. There have been filed with the City Clerk the proposed forms of the following documents, with such changes as hereinafter approved by the City Manager or the Chief Financial Officer: the Bond Purchase Agreement, the Continuing Disclosure Certificate, the Registrar and Paying Agent Agreement, and the Preliminary Official Statement.

Section 3. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council and the other officers of the City directed toward (i) the imposition and collection of the Sales and Use Tax, (ii) the effecting of the Project, or either or both, and (iii) the selling and issuing of the Bonds for such purposes be, and the same is hereby ratified, approved and confirmed.

Section 4. Authority for Ordinance; Authorization of the Bonds.

A. This Ordinance is adopted by virtue of the City's powers as a home rule city reorganized and operating pursuant to Article XX of the Colorado Constitution and the Charter thereunder and pursuant to their provisions. Pursuant to Article XX of the Colorado Constitution and the Charter, all statutes of the State which might otherwise apply in connection with the Project, or the Bonds are hereby superseded, other than the Supplemental Public Securities Act.

B. In accordance with the Constitution and laws of the State and the provisions of this Ordinance, and for the purpose of defraying the cost of the Project, the City hereby authorizes to be issued general fund revenue bonds, as set forth in a Sale Certificate, in the aggregate principal amount provided in such Sale Certificate, subject to the parameters and restrictions contained in this Ordinance.

Section 5. Election to Apply Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, the City Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to such election and Section 11-57-205 of the Supplemental Public Securities Act, the

City Council hereby delegates to the City Manager or the Chief Financial Officer the power to make the following determinations with respect to the Bonds and the Project, without any requirement that the City Council approve such determinations, subject to the parameters and restrictions contained in this Ordinance:

A. Principal Amount. The principal amount of the Bonds shall not exceed \$27,320,000.

B. Repayment Amounts. The maximum annual and maximum total repayment cost of the Bonds, when combined with the maximum annual and maximum total repayment cost of the 2020B Bonds, shall not exceed \$4,798,150 and \$114,000,000 respectively.

C. Interest Rate. The net effective interest rate on the Bonds shall not exceed 6.00%.

D. Maturity Schedule. The Bonds shall mature not later than December 31, 2055.

E. Optional Redemption Provisions. The Bonds shall be subject to redemption prior to maturity at the option of the City at such time or times as permitted by State law and as set forth in the Sale Certificate, at a redemption price not to exceed 101%.

F. Purchase Price. The price at which the Bonds will be sold to the Underwriter shall not be less than 95% of the principal amount of the Bonds.

Such determinations shall be evidenced by the Sale Certificate signed by the City Manager or the Chief Financial Officer and dated and delivered as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance.

Either of the City Manager or the Chief Financial Officer is hereby authorized to determine if obtaining municipal bond insurance with respect to the Bonds is in the best interests of the City, and if so, to select a bond insurer to issue a municipal bond insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment.

Approval of this Ordinance grants continuing authority to the City Manager or the Chief Financial Officer to approve the issuance of the Bonds for one year from the date hereof without further action by the City Council subject to the parameters set forth herein.

Section 6. Bond Details. The Bonds shall be numbered consecutively as determined by the Registrar. The Bonds shall be designated as “City of Grand Junction, Colorado, General Fund Revenue Bonds, Series 2025.”

The Bonds shall be issued in fully registered form (*i.e.*, registered as to both principal and interest) initially registered in the name of Cede & Co. as nominee for The Depository Trust Company, and shall be issued in the denomination of \$5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date, and no individual Bond will be issued for more than one maturity). The Bonds shall be numbered in such manner as the Registrar may determine. The Bonds shall be dated as of the date the Bonds are delivered to the Underwriter for value, and shall bear interest from their dated date until maturity at the rates per annum set forth in the Sale Certificate, payable semiannually on March 1 and September 1 in each year, commencing on the date set forth in the Sale Certificate, except that any Bond which is reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on the dates and in the amounts set forth in the Sale Certificate.

The principal of any Bond shall be payable to the Registered Owner thereof as shown on the registration records kept by the Registrar, upon maturity thereof and upon presentation and surrender at the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the same interest rate borne by said Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding Business Day), to the Registered Owner thereof at the address shown on the registration records kept by the Registrar at the close of business on the Regular Record Date for such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Registered Owner thereof at the close of business on the Regular Record Date and shall be payable to the Person who is the Registered Owner of the applicable Bond at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of the defaulted interest shall be fixed by the Registrar

whenever moneys become available for payment of the defaulted interest. Notice of the Special Record Date and the date fixed for payment of the defaulted interest shall be given to the Registered Owners of the Bonds not less than ten days prior to the Special Record Date by first-class mail to each such Registered Owner as shown on the Registrar's registration records on a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent (provided, however, that the City shall not be required to make funds available to the Paying Agent prior to the interest payment dates stated in this Section). All such payments shall be made in lawful money of the United States of America without deduction for the services of the Paying Agent or Registrar.

Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that they are issued pursuant to certain provisions of the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 7. Prior Redemption.

A. The Bonds may be subject to redemption prior to maturity at the option of the City as provided in a Sale Certificate.

B. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Registrar shall proceed to call the Term Bonds (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next March 1, and give notice of such call without other instruction or notice from the City.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund redemption date, the City may (a) deliver to the Registrar for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and

canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Registrar at the principal amount thereof on the obligation of the City on such sinking fund redemption date and the principal amount of Term Bonds to be redeemed by operation of such sinking fund on such date will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund redemption date furnish the Registrar with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the preceding sentence are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Registrar's duty to give notice of sinking fund redemption as provided in this paragraph B.

C. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

D. Notice of optional or mandatory sinking fund redemption by the City shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class, postage prepaid mail, not more than 60 days and not less than 30 days prior to the redemption date to the Underwriter and to each Registered Owner of any Bond all or a portion of which is called for redemption at his address as it last appears on the registration books kept by the Registrar. Failure to give such notice by mailing to the Registered Owner of any Bond or to the Underwriter, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds.

All official notices of redemption shall be dated and shall state:

- (i) CUSIP numbers of Bonds to be redeemed;
- (ii) the redemption date;
- (iii) the redemption price;
- (iv) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds (and, in the case of partial redemption, the respective principal amounts and interest rate) to be redeemed;

(v) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vi) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office or such other office as shall be designated by the Paying Agent.

Prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity and interest rate in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Paying Agent in order to comply with the requirements of any registered securities depository holding the Bonds, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Notwithstanding the provisions of this section, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled

by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Section 8. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 9. Special Obligations. All of the Bonds, together with the interest accruing thereon, shall be payable and collectible solely out of the Pledged Revenues, which Pledged Revenues are hereby so pledged; the Owner or Owners of the Bonds may look only to the designated special accounts herein pledged for the payment of the principal of and interest on the Bonds. The Bonds shall be payable out of and shall constitute an irrevocable first lien, but not necessarily an exclusive such lien, on the Pledged Revenues on a parity with the Parity Bonds and on moneys on deposit or credited to the Bond Fund. The full faith and credit of the City is not pledged to the payment of the Bonds; they shall constitute special, limited obligations of the City. The City has no obligation to increase any City taxes for the purpose of paying the principal of and interest on the Bonds.

Section 10. No Pledge of Property. The payment of the Bonds is not secured by an encumbrance, mortgage, or other pledge of property of the City, except for the Pledged Revenues and other funds and accounts pledged for the payment of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

Section 11. No Recourse Against Officers and Agents. No civil recourse shall be available for the payment of the principal of and interest on the Bonds or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the City Council or any officer or agent of the City who acts in good faith, either directly or indirectly through the City Council, or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any Person purchasing or selling such Bonds specifically waives any such recourse.

Section 12. Form of Bonds and Registration Panel. The Bonds and the registration panel shall be substantially as follows (provided that any portion of the Bond text may, with appropriate references, be printed on the back of the Bonds), with such omissions, insertions, endorsements, and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF COLORADO

COUNTY OF MESA

CITY OF GRAND JUNCTION, COLORADO
GENERAL FUND REVENUE BOND
SERIES 2025

R- _____			\$ _____
<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
_____%	March 1, 20[___]	_____, 2025	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The City of Grand Junction, in the County of Mesa and State of Colorado (the “City”), for value received, promises to pay to the Registered Owner specified above, or registered assigns, solely from the special funds and accounts provided therefor, the principal amount specified above, on the maturity date specified above, and to pay from said sources interest thereon on March 1 and September 1 of each year, commencing on _____, at the interest rate per annum specified above, until the principal sum is paid or payment has been provided therefor. This bond will bear interest from the most recent interest payment date to which interest has been paid or provided for, or, if no interest has been paid, from the date of this bond. This bond is one of an authorized series of bonds (the “Bonds”) issued pursuant to an ordinance of the City Council adopted on October 15, 2025 (the “Bond Ordinance”). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Bond Ordinance. To the extent not defined herein, terms used in this bond shall have the same meanings as set forth in the Bond Ordinance.

This bond bears interest, matures, is payable, and is transferable as provided in the Bond Ordinance.

[INSERT REDEMPTION PROVISIONS].

The principal of this bond is payable upon presentation and surrender hereof at the Principal Office. Interest on this bond will be paid on or before each interest payment date (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), by check or draft mailed to the person in whose name this bond is registered in the registration records of the City maintained by the Registrar at its Principal Office and at the address appearing thereon at the close of business on the Regular Record Date.

Reference is made to the Bond Ordinance for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds, the receipt and disposition of the Pledged Revenues, the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged to the Bonds, the terms and conditions under which additional obligations payable from the Pledged Revenues or Additional Bonds payable from the Pledged Sales and Use Tax Revenues may be issued, the rights, duties and obligations of the City and the Registrar and Paying Agent, the rights of the Owners of the Bonds, the events of default and remedies, the circumstances under which any Bond is no longer Outstanding, the ability to amend the Bond Ordinance; and by the acceptance of this bond the Owner hereof assents to all provisions of the Bond Ordinance. The principal of and the interest on this bond shall be paid, and this bond is transferable, free from and without regard to any equities between the City and the original or any intermediate Owner hereof or any setoffs or crossclaims.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, THE CHARTER OF THE CITY, AND PURSUANT TO THE BOND ORDINANCE. THE FULL FAITH AND CREDIT OF THE CITY IS NOT PLEDGED TO THE PAYMENT OF THE BONDS, AND THEY CONSTITUTE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, SECURED ONLY BY THE PLEDGED REVENUES. THE CITY HAS NO OBLIGATION TO INCREASE ANY CITY TAXES FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS. NEITHER THE MEMBERS OF THE CITY NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this bond; that it is issued pursuant to and in strict conformity with the Constitution and laws of the State, with the Charter of the City, and with the Bond Ordinance; and that this bond does not contravene any Constitutional, statutory or Charter limitation.

It is also certified, recited, and warranted that the Bonds are issued under the authority of the Bond Ordinance and the Supplemental Public Securities Act. It is the intention of the City, as expressed in the Bond Ordinance, that this recital shall conclusively impart full compliance with all of the provisions of the Bond Ordinance and shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value and that all of the Bonds issued are incontestable for any cause whatsoever after their delivery for value.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Registrar shall have duly executed the certificate of authentication hereon.

IN WITNESS WHEREOF, the City Council of the City of Grand Junction has caused this bond to be signed and executed in its name and upon its behalf with a manual or facsimile signature of the President of the City Council, and to be signed, executed and attested with a manual or facsimile signature of the City Clerk, and has caused a manual or facsimile impression of the seal of the City affixed hereon, all as of the date specified above.

(Manual or Facsimile Signature)
President of the City Council

(MANUAL OR FACSIMILE SEAL)

Attest:

(Manual or Facsimile Signature)
City Clerk

(Form of Registrar's Certificate of Authentication)

This is one of the Bonds described in the within-mentioned Bond Ordinance, and this bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION
as Registrar

Date of Authentication
and Registration:

By: _____
Authorized Officer or Employee

(End of Form of Registrar's Certificate of Authentication)

(Form of Prepayment Panel)

The following installments of principal (or portion thereof) of this bond have been prepaid in accordance with the terms of the Bond Ordinance authorizing the issuance of this bond.

<u>Date of</u> <u>Prepayment</u>	<u>Principal</u> <u>Prepaid</u>	Signature of Authorized <u>Representative of the Depository</u>

(End of Form of Prepayment Panel)

(Form of Assignment)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records of the Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Address of transferee:

Social Security or other tax
identification number of transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment)

(End of Form of Bond)

Section 13. Negotiability. The Owner or Owners of the Bonds shall possess all rights enjoyed by the holders of investment securities under the provisions of the Uniform Commercial Code-Investment Securities. The principal of and interest on the Bonds shall be paid, and the Bonds shall be transferable, free from and without regard to any equities between the City and the original or any intermediate Owner of any Bonds or any setoffs or crossclaims.

Section 14. Execution and Authentication of the Bonds. The Bonds shall be executed in the name and on behalf of the City by the manual or facsimile signature of the President of the City Council, shall be sealed with the corporate seal of the City or a facsimile thereof thereunto affixed, imprinted, engraved, or otherwise reproduced, and shall be attested by the manual or facsimile signature of the City Clerk. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the City by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The President of the City Council and the Clerk may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the Bonds. Before the execution of any Bond, the President of the City Council and the Clerk shall each file with the Secretary of State of the State his or her manual signature certified by him or her under oath.

The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds hereinbefore provided. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Registrar and such certificate of the Registrar upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by the Registrar if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds. By authenticating any of the Bonds initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to the provisions of this Ordinance.

Section 15. Registration, Transfer and Exchange.

A. The Bonds shall be registered in the name of “Cede & Co.” as nominee for The Depository Trust Company. Subject to the provisions hereof, books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Principal Office for an equal aggregate principal amount of Bonds of the same maturity and interest rate of other authorized denominations. The Registrar shall authenticate and deliver a Bond or Bonds which the Registered Owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. The Registrar may impose reasonable charges in connection with such exchanges and transfers of Bonds, which charges (as well as any tax or other governmental charge required to be paid with respect to such exchange or transfer) shall be paid by the Registered Owner requesting such exchange or transfer.

B. The Person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute Owner thereof for the purpose of making payment thereof and for all other purposes; except as may be otherwise provided in Section 6 hereof with respect to payment of interest; and, subject to such exception, payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it and the City may reasonably require, authenticate, and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed, or mutilated Bond shall have matured or is

about to become due and payable, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

D. The officers of the City are authorized to deliver to the Registrar fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the City.

Section 16. Book Entry.

A. Notwithstanding any contrary provision of this Ordinance, the Bonds sold to the public initially shall be evidenced by one Bond for each maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds and of such maturity and interest rate. Any Bonds sold to the public may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S., and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this paragraph A, or a determination by the City Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the City Council of another depository institution acceptable to the City Council and to the depository then holding the Bonds, which new depository institution must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S., and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor new depository; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this paragraph A, or

a determination of the City Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the City Council, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

B. With respect to any Bond sold to the public, in the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of paragraph A hereof or designation of a new depository pursuant to clause (2) of paragraph A hereof, upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity and bearing the same rate of interest of the Bonds then Outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of paragraph A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 15 hereof, registered in the names of such Persons, and in such authorized denominations as are requested in such written transfer instructions; however, the Bond Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The City Council, the Registrar and the Paying Agent shall be entitled to treat the Registered Owner of any Bond as the absolute Owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the City Council, the Registrar and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph A hereof.

D. The City Council, the Registrar and the Paying Agent shall endeavor to cooperate with The Depository Trust Company, or any successor or new depository named pursuant to clause (1) or (2) of paragraph (A) hereof in effectuating payment of the principal

amount of the Bonds upon maturity by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

Section 17. Delivery of Bonds and Disposition of Proceeds. When the Bonds have been duly executed by appropriate City officers and authenticated by the Registrar, the City shall cause the Bonds to be delivered to the Underwriter on receipt of the agreed purchase price. The Bonds shall be delivered in such denominations as the Underwriter shall direct (but subject to the provisions of Sections 15 and 16 hereof); and the Registrar shall initially register the Bonds in such name or names as the Underwriter shall direct.

The proceeds of the Bonds, including the accrued interest thereon, if any, shall be deposited promptly by the City and shall be accounted for in the following manner and are hereby pledged therefor, but the Underwriter of the Bonds or any subsequent Owner in no manner shall be responsible for the application or disposal by the City or any of its officers of any of the funds derived from the sale:

A. A portion of the proceeds of the Bonds shall be applied by the City to effect the Project.

B. The balance of the proceeds shall be applied by the City solely for the payment of all issuance expenses or, after adequate provision therefor is made, any unexpended proceeds shall be deposited into the Bond Account.

Section 18. Use of Pledged Revenues. So long as any Bonds shall be Outstanding, either as to principal or interest, the Pledged Revenues shall, upon receipt by the City, be applied as follows:

A. Bond Account. First, there shall be credited from the Pledged Revenues to a special account of the City previously created and continued herein known as the “City of Grand Junction Revenue Bond, Bond Account” the following amounts, provided however, that upon the issuance of Additional Bonds, the Pledged Sales and Use Tax Revenues pledged to the payment of each respective series of Bonds and any Outstanding Parity Bonds shall be credited concurrently:

(1) Interest Payments. Monthly, commencing on the first day of the first month following the date of delivery of any of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of

any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding and the Parity Bonds.

(2) Principal Payments. Monthly, commencing on the first day of the first month following the date of delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Bonds and the Parity Bonds coming due at maturity.

If prior to any interest payment date or principal payment date there has been accumulated in the Bond Account the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraph (1) or (2) (whichever is applicable) of this paragraph, may be appropriately reduced; but the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date. The moneys in the Bond Account shall be used only to pay the principal of and interest on the Bonds, the Parity Bonds, and any Additional Bonds as the same become due.

B. Termination of Deposits upon Maturity. No payment need be made into the Bond Account if the amount therein totals a sum at least equal to the entire amount of the Outstanding Bonds, the Parity Bonds, and any Additional Bonds, both as to principal and interest to their respective maturities, and both accrued and unaccrued requirements, in which case moneys in the Bond Account in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue, and any moneys in excess thereof in the Bond Account may be used as provided in Paragraphs D and E of this Section.

C. Rebate Account. Third, there shall be deposited in an account of the “City of Grand Junction General Fund Revenue Bonds, Rebate Account”, which account is hereby created, amounts required by Section 148(f) of the Tax Code to be held until such time as any required rebate payment is made. Amounts in the Rebate Account shall be used for the purpose

of making the payments to the United States required by Section 148(f) of the Tax Code. Any amounts in excess of those required to be on deposit therein by Section 148(f) of the Tax Code shall be withdrawn therefrom and deposited into the Bond Account. Funds in the Rebate Account shall not be subject to the lien created by this Ordinance to the extent such amounts are required to be paid to the United States Treasury.

D. Payment for Subordinate Obligations. After the payments required by Paragraphs A and C of this Section, the Pledged Revenues may be used by the City for the payment of interest on and principal of any obligations secured by Pledged Revenues subordinate to the lien of the Bonds, the Parity Bonds and any Additional Bonds hereafter authorized to be issued, including reasonable reserves therefor.

E. Use of Remaining Revenues. After making the payments required to be made by this Section, any remaining Pledged Revenues may be used for any lawful purpose.

Nothing in this Ordinance shall prevent the City from making refunds of amounts collected by the City and subsequently determined, pursuant to the applicable Sales and Use Tax Ordinances, to be subject to valid claims for refunds.

Section 19. General Administration of Accounts. The accounts designated in Section 18 hereof shall be administered as follows, subject to the limitations stated in Section 23.J. hereof:

A. Budget and Appropriation of Accounts. The sums provided to make the payments specified in Section 18 hereof are hereby appropriated for said purposes and said amounts for each year shall be included in the annual budget and the appropriation ordinance or measures to be adopted or passed by the City Council in each year respectively while any of the Bonds, either as to principal or interest, are Outstanding and unpaid. No provision of any constitution, statute, charter, ordinance, resolution, or other order or measure enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to keep and perform the covenants contained in this Ordinance so long as any of the Bonds remain Outstanding and unpaid. Nothing herein shall prohibit the City Council, at its sole option, from appropriating and applying other funds of the City legally available for such purpose to the Bond Account for the purpose of providing for the payment of the principal of and interest on the Bonds.

B. Places and Times of Deposits. Each of the special accounts created in Section 18 hereof shall be maintained as a book account kept separate and apart from all other accounts or funds of the City as trust accounts solely for the purposes herein designated therefor. For purposes of investment of moneys, nothing herein prevents the commingling of moneys accounted for in any two or more such book accounts pertaining to the Pledged Revenues or to such accounts and any other funds of the City to be established under this Ordinance. Moneys in any such book account shall be continuously secured to the fullest extent required by the laws of the State for the securing of public accounts. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall be a Saturday, a Sunday, or a legal holiday, then such payment shall be made on or before the next preceding Business Day.

C. Investment of Accounts. Any moneys in any account established by Section 18 of this Ordinance may be invested or reinvested in any Permitted Investment. Securities or obligations purchased as such an investment shall either be subject to redemption at any time at face value by the holder thereof at the option of such holder or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the account in question. Securities or obligations so purchased as an investment of moneys in any such account shall be deemed at all times to be a part of the applicable account. The City shall present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given account whenever it shall be necessary to do so in order to provide moneys to meet any required payment or transfer from such account. The City shall have no obligation to make any investment or reinvestment hereunder, unless any moneys on hand and accounted for in any one account exceed \$5,000 and at least \$5,000 therein will not be needed for a period of not less than 60 days. In such event the City shall invest or reinvest not less than substantially all of the amount which will not be needed during such 60 day period, except for any moneys on deposit in an interest bearing account in a Commercial Bank, without regard to whether such moneys are evidenced by a certificate of deposit or otherwise, pursuant to this Section 19.C. and Section 19.E. hereof; but the City is not required to invest, or so to invest in such a manner, any moneys accounted for hereunder if any such investment would contravene the covenant concerning arbitrage in Section 23.J. hereof.

D. No Liability for Losses Incurred in Performing Terms of Ordinance.

Neither the City nor any officer of the City shall be liable or responsible for any loss resulting from any investment or reinvestment made in accordance with this Ordinance.

E. Character of Funds. The moneys in any fund or account herein authorized shall consist of lawful money of the United States or investments permitted by Section 19.C. hereof or both such money and such investments. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit of a Commercial Bank pursuant to Section 19.C. hereof, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 20. Pledge Securing the Bonds. The Pledged Revenues and any moneys and securities paid or to be paid to or held or to be held in the Bond Account designated in Section 18 hereof are hereby pledged to secure the payment of the principal of and interest on the Bonds, subject only to moneys and securities held in the Rebate Account, to the extent such amounts are required to be paid to the United States. The pledge of the Pledged Sales and Use Tax Revenues (as part of the Pledged Revenues) to secure the payment of the principal of and interest on the Bonds is on a parity with the pledge of the Pledged Sales and Use Tax Revenues for and lien thereon of the Parity Bonds, and any Additional Bonds hereafter issued, as provided herein. This pledge of the Pledged Revenues shall be valid and binding from and after the date of the delivery of the Bonds, and the Pledged Revenues received by the City and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge of the Pledged Revenues shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof. The lien of this pledge on the Pledged Revenues and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the City, except with respect to any parity lien on the Pledged Sales and Use Tax Revenues on the Parity Bonds, and any Additional Bonds hereafter authorized, as provided herein.

Section 21. Additional Bonds.

A. Limitations Upon Issuance of Additional Bonds. Nothing in this Ordinance shall prevent the issuance by the City of additional bonds or other obligations payable from and

constituting a lien upon the Pledged Sales and Use Tax Revenues on a parity with the lien thereon of the Bonds and the Parity Bonds. Such Additional Bonds may be payable solely from Pledged Sales and Use Tax Revenues or they may be payable from Pledged Sales and Use Tax Revenues and another revenue or fund of the City (“Additional Pledged Revenues”). Regardless of whether payable solely from Pledged Sales and Use Tax Revenues or from Pledged Sales and Use Tax Revenues and Additional Pledged Revenues, such bonds or other obligations may be issued only if for the Fiscal Year immediately preceding the issuance of any Additional Bonds, the amount of Pledged Sales and Use Tax Revenues in such Fiscal Year equaled or exceeded 175% of the Maximum Annual Debt Service Requirement on the Outstanding Bonds, Outstanding Parity Bonds, and the Additional Bonds proposed to be issued. For the purpose of satisfying the aforementioned 175% test, any sales and use tax, now existing or hereafter imposed, which legally becomes a part of the Pledged Sales and Use Tax Revenues during the Fiscal Year preceding the issuance of Additional Bonds, or any tax which is to legally become a part of the Pledged Sales and Use Tax Revenues immediately prior to the issuance of Additional Bonds, or any increase in the rate of any tax which is a part of the Pledged Sales and Use Tax Revenues which increase is imposed during the Fiscal Year preceding the issuance of Additional Bonds or any such increase which is to be imposed immediately prior to the issuance of Additional Bonds can be considered for its estimated effect on the amount of the Pledged Sales and Use Tax Revenues as if such tax or increase had been in effect for the Fiscal Year immediately preceding the issuance of such Additional Bonds. Any tax which is no longer in effect at the time of issuance of the Additional Bonds shall not be considered for purposes of satisfying such tests.

B. Certificate of Revenues. A written certification by an officer or employee of the City that the requirements of Paragraph A of this section have been met shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver said Additional Bonds with a pledge of the Pledged Sales and Use Tax Revenues on a parity with the pledge thereof to the Bonds herein authorized and the Outstanding Parity Bonds.

C. Superior Pledged Sales and Use Tax Revenue Obligations Prohibited. Nothing in this Ordinance shall be construed so as to permit the City to hereafter issue obligations payable from the Pledged Sales and Use Tax Revenues having a lien thereon prior or superior to the Bonds or the Parity Bonds.

D. Subordinate Pledged Sales and Use Tax Revenue Obligations Permitted.

Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional obligations payable from and constituting a lien upon the Pledged Sales and Use Tax Revenues subordinate or junior to the lien of the Bonds and the Parity Bonds.

E. Superior, Parity, and Subordinate Revenue Obligations Permitted.

Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional obligations payable from and constituting a lien upon any of the Pledged Revenues specifically excluding therefrom the Pledged Sales and Use Tax Revenues, superior to, on a parity with, or subordinate or junior to the lien thereon of the Bonds or the Parity Bonds.

Section 22. Refunding Obligations.

A. Generally.

If at any time after the Bonds, or any part thereof, shall have been issued and remain Outstanding, the City shall find it desirable to refund any Outstanding Bonds, or any part thereof, such Bonds, or any part thereof, may be refunded, subject to the provisions of Paragraph B of this Section, if (1) the Bonds to be refunded, at the time of their required surrender for payment, shall then mature, or (2) the Owners of the Bonds to be refunded consent to such surrender and payment.

B. Protection of Obligations Not Refunded.

Any refunding obligations payable from the Pledged Revenues or from the Pledged Sales and Use Tax Revenues and any Additional Pledged Revenues shall be issued with such details as the City Council may provide, so long as there is no impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of Bonds payable from the Pledged Revenues or the Pledged Sales and Use Tax Revenues and any Additional Pledged Revenues; but so long as any Bonds are Outstanding, refunding obligations payable from the Pledged Sales and Use Tax Revenues may be issued on a parity with the unrefunded Bonds and Outstanding Parity Bonds only if:

(1) Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded Bonds and Outstanding Parity Bonds; or

(2) Requirements Not Increased. The refunding obligations do not increase by more than \$25,000, for any Fiscal Year prior to and including the last maturity date of any unrefunded Bonds, the aggregate principal and interest

requirements evidenced by such refunding obligations and by any Outstanding Bonds not refunded, and the lien of any refunding parity obligations on the Pledged Sales and Use Tax Revenues is not raised to a higher priority than the lien thereon of any Bonds thereby refunded or the Outstanding Parity Bonds; or

(3) Earnings Test. The refunding obligations are issued in compliance with Paragraphs A and B of Section 21 hereof.

Section 23. Protective Covenants. The City hereby additionally represents, covenants, and agrees with each and every Owner of the Bonds that:

A. Payment of Bonds. The City will promptly pay the principal of and interest on every Bond issued hereunder and secured hereby on the dates and in the manner specified herein and in said Bonds according to the true intent and meaning hereof. Such principal of and interest on the Bonds is payable solely from the Pledged Revenues.

B. Amendment of Certain Ordinances; Duty to Impose Sales and Use Tax; Impairment of Contract. The Sales and Use Tax Ordinances are in full force and effect and have not been repealed or amended. The City will not repeal or amend said Sales and Use Tax Ordinances in any manner which would diminish the proceeds of the Pledged Sales and Use Tax by an amount which would materially adversely affect the rights of the Owners of the Bonds.

Notwithstanding any other provision of this Section or this Ordinance, the City shall retain the right to make changes, without any consent of Bond Owners, in the Sales and Use Tax Ordinances, or any ordinance supplemental thereto or in substitution therefor, concerning the use of proceeds of the Pledged Sales and Use Tax remaining after the current requirements of all ordinances authorizing bonds or other securities payable from the Pledged Sales and Use Tax, or any portion thereof, have been met; or concerning changes in applicability, exemptions, administration, collection, or enforcement of the Sales and Use Tax, if such changes do not materially adversely affect the security for the Bonds.

The foregoing covenants are subject to compliance by the City with orders of courts of competent jurisdiction concerning the validity, constitutionality or collection of such tax revenues, any legislation of the United States or the State or any regulation or other action taken by the federal government, any State agency or any political subdivision of the State pursuant to such legislation, in the exercise of the police power thereof for the public welfare, which

legislation, regulation or action applies to the City as a Colorado home rule city and limits or otherwise inhibits the amount of such tax revenues due to the City. All of the Pledged Sales and Use Tax Revenues shall be subject to the payment of the principal of and interest on all Bonds payable from the Pledged Sales and Use Tax Revenues, including reserves therefor, as provided herein or in any instrument supplemental or amendatory hereof.

C. Defense of Legality of Pledged Revenues. There is not pending or threatened any suit, action or proceeding against or affecting the City before or by any court, arbitrator, administrative agency, or other governmental authority which affects the validity or legality of this Ordinance, or the Sales and Use Tax Ordinances or the imposition and collection of the Sales and Use Tax, any of the City's obligations under this Ordinance or any of the transactions contemplated by this Ordinance or the Sales and Use Tax Ordinances.

The City shall, to the extent permitted by law, defend the validity and legality of this Ordinance, the Sales and Use Tax and the Sales and Use Tax Ordinances against all claims, suits and proceedings which would diminish or impair the Pledged Revenues. Furthermore, the City shall amend from time to time the provisions of any ordinance or resolution of the City, as necessary to prevent impairment of the Pledged Revenues as required to meet the principal of and interest on the Bonds when due.

D. Further Assurances. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the City amendatory thereof, or supplemental thereto and the Charter. The City, acting by and through the City Council, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and other funds and accounts pledged hereunder and all the rights of every Owner of any of the Bonds against all claims and demands of all Persons whomsoever.

E. Conditions Precedent. Upon the issuance of any of the Bonds, all conditions, acts and things required by the Constitution or laws of the United States, the Constitution or laws of the State, the Charter or this Ordinance, to exist, to have happened, and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened and have been performed, and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the Constitution or laws of the United States, the Constitution or laws of the State, or the Charter.

F. Maintenance of Records. So long as any of the Bonds remain Outstanding, proper books of record and account will be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues and the accounts created by this Ordinance. Upon the issuance of any series of Additional Bonds, the City shall keep proper books of record and account showing complete and correct entries of all transactions relating to the Pledged Sales and Use Tax Revenues and accounts created or continued pursuant to the ordinance authorizing the issuance of such series of Additional Bonds.

G. Audits Required. The City further agrees that it will, within 210 days following the close of each Fiscal Year, cause an audit of such books and accounts to be made by a certified public accountant, who is not an employee of the City, showing the Pledged Revenues. The City agrees to allow the Owner of any of the Bonds to review and copy such audits and reports, at the City's offices, at his request. Copies of such audits and reports will be furnished to the Underwriter.

H. Performing Duties. The City will faithfully and punctually perform all duties with respect to the Pledged Revenues required by the Charter and the Constitution and laws of the State and the ordinances and resolutions of the City, including but not limited to the proper collection and enforcement of the Sales and Use Taxes and the segregation of the Pledged Revenues and their application to the respective accounts herein designated.

I. Other Liens. As of the date of issuance of the Bonds, there are no liens or encumbrances of any nature whatsoever on or against any of the Pledged Revenues on a parity with or superior to the lien thereon of the Bonds, except for the lien on the Pledged Revenues of the Outstanding 2020 Bonds and the Bonds.

J. Tax Covenant. With respect to the Bonds, the City covenants for the benefit of the Registered Owners that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to become a specific preference item for purposes of federal alternative minimum tax under the Tax Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause the Bonds and the income therefrom to lose their exemption from Colorado taxable income or Colorado alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

K. Corporate Existence. The City will maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another political subdivision by operation of law succeeds to the duties, privileges, powers, liabilities, disabilities, immunities and rights of the City and is obligated by law to receive and distribute the Pledged Revenues in place of the City, without materially adversely affecting the privileges and rights of any Owner of any Outstanding Bonds.

L. Performance of Duties. The City will faithfully and punctually perform or cause to be performed all duties with respect to the Pledged Revenues required by the laws of the State and the resolutions of the City, including without limitation the proper segregation of the Pledged Revenues as set forth in Section 18 hereof and their application to the respective accounts as herein provided.

M. Prompt Collections. The City will cause the Pledged Revenues to be collected promptly and accounted for in the accounts as herein provided.

N. Prejudicial Contracts and Action Prohibited. No contract will be entered into, nor will any action be taken, by the City by which the rights and privileges of any Owner are impaired or diminished.

O. Continuing Disclosure. The City further covenants for the benefit of the Owners of the Bonds to comply with the Continuing Disclosure Certificate.

Section 24. Defeasance. If, when any of the Bonds shall be paid in accordance with their terms (or payment of any such Bonds has been provided for in the manner set forth in the following paragraph), then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity, payment date, or redemption date thereof, as applicable, be deemed to have been provided for within the meaning and with the effect expressed in this section if (a) in case said Bond is to be redeemed on any date prior to its maturity or payment date, as applicable, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 7 hereof notice of redemption of such Bond on said redemption date, such notice to be given in accordance with the provisions of Section 7 hereof, (b) there shall have been deposited with the Paying Agent or a commercial bank exercising trust powers either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other commercial bank exercising trust powers at the same time, shall be sufficient to pay when due the principal of or payment amount, as applicable, premium if any, and interest due and to become due on said Bond on and prior to the maturity date, payment date, or redemption date thereof, as applicable, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 7 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other commercial bank exercising trust powers and that payment of said Bond has been provided for in accordance with this section and stating such maturity, payment date, or redemption date, as applicable, upon which moneys are to be available for the payment of the principal of or payment amount, as applicable, premium if any, and interest of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other commercial bank exercising

trust powers pursuant to this section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of or payment amount, as applicable, premium if any, and interest of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the principal of or payment amount, as applicable, premium if any, and interest to become due on said Bond on or prior to such maturity date, payment date, or redemption date thereof, as applicable. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other commercial bank exercising trust powers.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds Outstanding, this Ordinance may be discharged in accordance with the provisions of this section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers as provided in this Section.

Section 25. Delegated Powers. The officers of the City shall be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance. The form, terms and provisions of the Bond Purchase Agreement, the Continuing Disclosure Certificate, and the Registrar Agreement hereby are approved, and the City shall enter into and perform its obligations under the Bond Purchase Agreement, the Continuing Disclosure Certificate, and the Registrar Agreement, in the forms of each of such documents previously filed, with only such changes therein as are not inconsistent herewith; and the President

of the City Council is hereby authorized and directed to execute the Continuing Disclosure Certificate, and the Registrar Agreement. The President of the City Council, the City Manager or the Chief Financial Officer is hereby authorized and directed to execute and deliver the Sale Certificate and the Bond Purchase Agreement and to determine and approve the final determinations contained therein for the Bonds. The City Clerk is hereby authorized to execute and to affix the seal of the City to the Continuing Disclosure Certificate, and the Registrar Agreement, and the President of the City Council, the City Manager, the Chief Financial Officer, and the City Clerk are further authorized to execute and authenticate such other documents, instruments or certificates as are deemed necessary or desirable by bond counsel in order to issue and secure the Bonds. Such documents are to be executed in substantially the forms hereinabove approved, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance. Copies of all of the documents shall be delivered, filed and recorded as provided therein.

The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

The proper officers of the City are hereby authorized and directed to prepare and furnish to bond counsel certified copies of all proceedings and records of the City relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

Section 26. Events of Default. Each of the following events is hereby declared an "event of default:"

A. Nonpayment of Principal. If payment of the principal of any of the Bonds in connection therewith, shall not be made when the same shall become due and payable at maturity; or

B. Nonpayment of Interest. If payment of any installment of interest on the Bonds shall not be made when the same becomes due and payable; or

C. Incapable to Perform. If the City shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

D. Default of any Provision. If the City shall default in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or in this Ordinance on its part to be performed, other than those delineated in Paragraphs A and B of this Section and Section 23.O. hereof, and if such default shall continue for 60 days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Owners of not less than 25% in aggregate principal amount of any Bonds then Outstanding.

Section 27. Remedies. Upon the happening and continuance of any event of default as provided in Section 26 hereof, the Owner or Owners of not less than 25% in aggregate principal amount of Outstanding Bonds, or a trustee therefor, may protect and enforce their rights hereunder by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, the appointment of a receiver (the consent of such appointment being hereby granted), injunctive relief, or requiring the City Council to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all Owners. The failure of any Owner to proceed does not relieve the City or any Person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other right available to the Owners of Bonds and the exercise of any right by any Owner shall not be deemed a waiver of any other right.

Section 28. Duties Upon Default. Upon the happening of any of the events of default as provided in Section 26 of this Ordinance, the City, in addition, will do and perform all proper acts on behalf of and for the Owners of the Bonds to protect and preserve the security created for the payment of the Bonds and to insure the payment of the principal of and interest on said Bonds promptly as the same become due. Proceeds derived from the Pledged Revenues, so long as any of the Bonds herein authorized, either as to principal or interest, are Outstanding and unpaid, shall be paid into the Bond Account pursuant to the terms hereof and to the extent provided herein, and used for the purposes herein provided. In the event the City fails or refuses to proceed

as in this section provided, the Owner or Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of such Owners as hereinabove provided.

Section 29. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that said Registrar or Paying Agent has become incapable of performing its duties hereunder, the City may, upon notice mailed to each Owner of any Bond at his address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or removal of the Registrar or Paying Agent may take effect until a successor is appointed. Every such successor Registrar or Paying Agent shall be the City or a Commercial Bank or Trust Bank. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

Section 30. Severability. If any one or more sections, sentences, clauses or parts of this Ordinance shall for any reason be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses or parts of this Ordinance so held unconstitutional or invalid, and the inapplicability and invalidity of any section, sentence, clause or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.

Section 31. Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 32. Amendment. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holders of the Bonds and shall be and remain irrevocable until the Bonds and the interest thereon have been fully paid, satisfied and discharged except as otherwise provided in this Section.

A. The City may, without the consent of, or notice to the Owners of the Bonds, adopt such ordinances supplemental hereto (which supplemental amendments shall thereafter form a part hereof) for any one or more or all of the following purposes:

(1) to cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Ordinance, or to make any provisions with respect to matters arising under this Ordinance or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the Owners of the Bonds;

(2) to subject to the lien of this Ordinance additional revenues, properties or collateral;

(3) to grant or confer upon the Registrar for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Registered Owners of the Bonds; or

(4) to qualify this Ordinance under the Trust Indenture Act of 1939.

B. Exclusive of the amendatory ordinances permitted by Paragraph A of this Section, this Ordinance may be amended or supplemented by ordinance adopted by the City Council in accordance with the law, without receipt by the City of any additional consideration but with the written consent of the Owners of 66% in aggregate principal amount of Bonds and Parity Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance; provided, however, that, without the written consent of the Owners of all of the Bonds and Parity Bonds adversely affected thereby, no such Ordinance shall have the effect of permitting:

(1) An extension of the maturity of any Bond authorized by this Ordinance; or

(2) A reduction in the principal amount of any Bond or the rate of interest thereon; or

(3) The creation of a lien upon or pledge of Pledged Revenues ranking prior to the lien or pledge created by this Ordinance; or

(4) A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or

(5) The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Ordinance; or

(6) The modification of or otherwise affecting the rights of the Owners of less than all of the Bonds then Outstanding.

Section 33. Approval of Official Statement. The preparation, distribution and use of Preliminary Official Statement relating to the Bonds is hereby authorized. The President of the City Council or the Chief Financial Officer is authorized and directed to approve, on behalf of the City, a final Official Statement for use in connection with the offering and sale of the Bonds. The execution of a final Official Statement by the President of the City Council or the Chief Financial Officer shall be conclusively deemed to evidence the approval of the form and contents thereof by the City.

Section 34. Disposition of Ordinance. This Ordinance, as adopted by the City Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the President of the City Council and City Clerk, and by the certificate of publication.

Section 35. Limitation of Action. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

Section 36. Governing Law and Venue. Any documents authorized and/or issued pursuant to the authorization of this Ordinance will be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis.

Section 37. Statutes Superseded. Pursuant to Article XX of the Colorado Constitution and to the Charter, all statutes of the State which might otherwise apply in connection with the Sales and Use Tax or the Bonds are hereby superseded except to the extent specifically held to be applicable.

Section 38. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the City Council, not inconsistent with the provisions of this Ordinance, relating to the authorization, sale, issuance, and delivery of the

Bonds, and the application of the proceeds of the Bonds to the Project, are hereby ratified, approved, and confirmed.

Section 39. Electronic Signatures. The use of electronic signatures to execute any of the documents described in this Ordinance, as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act, is hereby approved.

Section 40. Effective Date. This Ordinance shall be in full force and effect 30 days after publication following final passage.

[The remainder of this page intentionally left blank.]

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN PAMPHLET FORM THIS 1st day of October, 2025.

CITY OF GRAND JUNCTION, COLORADO

Cody Kennedy, President of the City Council

Attest:

Selestina Sandoval, City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED
PUBLISHED IN PAMPHLET FORM THIS 15th DAY OF OCTOBER, 2025.

CITY OF GRAND JUNCTION, COLORADO

Cody Kennedy, President of the City Council

Attest:

Selestina Sandoval, City Clerk

STATE OF COLORADO)
)
COUNTY OF MESA) SS.
)
CITY OF GRAND JUNCTION)

I, Selestina Sandoval, the City Clerk of the City of Grand Junction, Colorado (the “City”) and Clerk to the City Council of the City (the “City Council”), do hereby certify that:

1. The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) which was introduced, passed on first reading and ordered published in pamphlet form by the City Council at a regular meeting thereof held on October 1, 2025 and was duly adopted and ordered published in pamphlet form by the City Council at a regular meeting thereof held on October 15, 2025, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of October 1, 2025, an affirmative vote of a majority of the members of the City Council as follows:

<u>City Councilmember</u>	<u>Voting</u> <u>“Aye”</u>	<u>Voting</u> <u>“Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Cody Kennedy, President				
Laurel Cole, President Pro Tem				
Robert Ballard, District E				
Jason Nguyen, District B				
Anna Stout, District C				
Ben Van Dyke, District at Large				
Scott Beilfuss, District at Large				

3. The Ordinance was duly moved and seconded, and the Ordinance was finally passed on second reading at the meeting of October 15, 2025, by an affirmative vote of a majority of the members of the City Council as follows:

<u>City Councilmember</u>	<u>Voting</u> <u>“Aye”</u>	<u>Voting</u> <u>“Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Cody Kennedy, President				
Laurel Cole, President Pro Tem				
Robert Ballard, District E				
Jason Nguyen, District B				
Anna Stout, District C				
Ben Van Dyke, District at Large				
Scott Beilfuss, District at Large				

4. The members of the City Council were present at such meetings and voted on the passage of such Ordinance as set forth above.

5. The Ordinance was approved and authenticated by the signature of the President of the City Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the City Council.

6. There are no bylaws, rules or regulations of the City Council which might prohibit the adoption of said Ordinance.

7. Notices of the meetings of October 1, 2025, and October 15, 2025, in the forms attached hereto as Exhibit A were posted by the City Clerk at City Hall and otherwise in accordance with law.

8. The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on October __, 2025, and October __, 2025, as required by the City Charter. Notice of the hearing on the Ordinance was published on _____. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

WITNESS my hand and the seal of the City affixed this 15th day of October, 2025.

City Clerk and Clerk to the City Council

(SEAL)

EXHIBIT A

(Attach Notices of Meetings of October 1, 2025 and October 15, 2025)

EXHIBIT B
(Attach Affidavits of Publication)



Grand Junction City Council

Regular Session

Item #2.b.ii.

Meeting Date: October 1, 2025

Presented By: Jay Valentine, General Services Director

Department: Finance

Submitted By: Jay Valentine

Information

SUBJECT:

An Ordinance Authorizing the Refinancing of Certain Short-Term Special Revenue Note, Series 2025

RECOMMENDATION:

Staff recommends City Council approval of the ordinance on first reading.

EXECUTIVE SUMMARY:

On April 16, 2025, City Council approved the City Manager to enter into a short-term loan with ANB Bank to acquire and begin the development of a regional Materials Recovery Facility (MRF) with the intent of converting to longer-term financing once grant revenues and equipment costs are solidified. This ordinance will authorize the refinancing of that short-term special revenue note by entering into a lease financing agreement, through the issuance of Certificates of Participation (COP).

BACKGROUND OR DETAILED INFORMATION:

Following an evaluation of options to establish a regional Materials Recovery Facility (MRF) to improve recycling operations and expand waste diversion, City Council authorized the acquisition of an existing facility located at 365 32 Road and approved execution of a contract with Bulk Handling Systems (BHS) for the purchase of automated processing equipment. Both acquisitions were financed through a short-term loan in the amount of \$18 million from ANB Bank.

The financing structure was designed to provide immediate access to capital while preserving the City's financial flexibility. Utilizing short-term financing allowed staff to determine the amount of grant funding awarded prior to issuing Certificates of Participation (COPs). Proceeds from the COPs will be used to retire the short-term loan, ensuring the City issues only the necessary level of long-term debt and thereby

minimizing unnecessary obligations.

The investment in a regional MRF is expected to produce long-term operational and financial benefits. Establishing the facility will reduce reliance on landfill disposal, enhance recycling efficiency, and decrease costs associated with the existing dual-stream collection system. These outcomes support both the City's fiscal stewardship objectives.

Because the loan is due and payable on or before December 31, 2025, the COPs will be issued in late November or early December and will pay off the Note in accordance with the terms and provisions of the Loan Agreement.

FISCAL IMPACT:

The cost of the land and building acquisition was \$5.6 million. In addition, the City has executed an \$11.2 million contract BHS for the purchase of automated sorting and compaction equipment. It is anticipated that approximately \$4 million will be required for building and site improvements, as well as for other equipment necessary to place the MRF into operation. These cost estimates will be refined prior to second reading.

The City has been awarded a \$9.8 million grant from the Colorado Circular Communities Program to support construction of the new MRF. Therefore, based on the current financing plan, it is projected that the issuance of COPs will total approximately \$10 million, with an estimated interest rate of 5.25% required for the project and to pay off funds used from the short-term ANB loan.

The authorization to expend the funds to pay off the ANB loan will be brought to Council in a future supplemental once the COPs are issued.

SUGGESTED MOTION:

I move to introduce a proposed ordinance approving the refinancing of a short-term revenue note with ANB Bank and the issuance of Certificates of Participation through a site lease agreement .

Attachments

1. Authorizing Ordinance - 2025 COPs (For Packets)

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE REFINANCING OF THAT CERTAIN SHORT-TERM SPECIAL REVENUE NOTE, SERIES 2025; THE FINANCING OF THE ACQUISITION AND CONSTRUCTION OF CERTAIN SOLID WASTE FACILITIES BY EXPANDING ITS RECYCLING OPERATIONS, AND IN CONNECTION THEREWITH AUTHORIZING THE EXECUTION AND DELIVERY BY THE CITY OF A SITE AND IMPROVEMENT LEASE AGREEMENT, A LEASE PURCHASE AGREEMENT, AND OTHER DOCUMENTS RELATED THERETO; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Grand Junction, Colorado (the “City”), is a duly organized and existing home rule municipality of the State of Colorado (the “State”), created and operating pursuant to Article XX of the Constitution of the State and the home rule charter of the City (the “Charter”); and

WHEREAS, the members of the City Council of the City (the “Council”) have been duly elected or appointed and qualified; and

WHEREAS, pursuant to the Charter and Article XX of the State Constitution, the City is authorized to enter into leases or lease-purchase agreements for land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, the City previously entered into a Loan Agreement dated May 21, 2025 (the “Loan Agreement”), between the City and ANB Bank (the “Bank”), pursuant to which the Bank loaned to the City \$18,000,000 evidenced by a Short-Term Special Revenue Note, Series 2025 (the “Note”); and

WHEREAS, the proceeds of the Note were used to acquire, construct and equip certain solid waste facilities by expanding its recycling operations with associated amenities, equipment and supporting public improvements needed or desired in connection therewith (collectively, the “Improvement Project”); and

WHEREAS, pursuant to the Loan Agreement, the Note is due and payable on or before December 31, 2025; and

WHEREAS, the Council hereby determines that it is in the best interests of the City and its inhabitants to refund, pay and cancel all of the outstanding amounts due and owing under the Note in accordance with the terms and provisions of the Loan Agreement, pay additional costs in furtherance of the Improvement Project, and pay the costs in connection therewith (collectively, the “Project”) by entering into a lease financing as hereinafter provided; and

WHEREAS, the City hereby determines that the leased property under the Site Lease (hereinafter defined) and the Lease (hereinafter defined) will consist of the real property where the

solid waste facilities and recycling operations will be constructed and the buildings and improvements located thereon and certain equipment used for recycling operations (as more particularly described in Exhibit A to the Site Lease and the Lease, the “Leased Property”); and

WHEREAS, the Council has determined and hereby determines that it is in the best interests of the City and its inhabitants to provide for the financing of the Project by entering into a Site and Improvement Lease Agreement between the City, as lessor, and Zions Bancorporation, National Association (the “Trustee”), acting solely in its capacity of trustee, as lessee (the “Site Lease”), pursuant to which the City will lease the Leased Property to the Trustee, and a Lease Purchase Agreement between the Trustee, as lessor, and the City, as lessee (the “Lease”), pursuant to which the Trustee will lease the Leased Property back to the City; and

WHEREAS, pursuant to the Lease, and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the City to use the Leased Property; and

WHEREAS, the City’s obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

WHEREAS, contemporaneously with the execution and delivery of the Site Lease and the Lease, the Trustee will execute and deliver an Indenture of Trust (the “Indenture”) pursuant to which there will be executed and delivered certain certificates of participation (the “Certificates”) dated as of their date of delivery that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease) under the Lease, shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the City to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

WHEREAS, the Certificates will be executed and delivered pursuant to the Indenture and a Certificate Purchase Agreement between the Trustee and D.A. Davidson & Co., as purchaser of the Certificates (the “Purchase Agreement”), which Purchase Agreement will be acknowledged by the City; and

WHEREAS, the net proceeds of the Certificates, together with other available money of the City, will be used to finance the Project; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S., as amended (the “Supplemental Act”), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act; and

WHEREAS, there has been presented to the Council and are on file with the City Clerk of the City (the “City Clerk”) the following: (i) the proposed form of the Site Lease; (ii) the proposed form of the Lease; (iii) the proposed form of the Continuing Disclosure Certificate to be executed by the City in connection with the execution and delivery of the Certificates (the “Disclosure Certificate”); (iv) the proposed form of the Preliminary Official Statement to be executed and delivered by the City in connection with execution and delivery of the Certificates (the “Preliminary Official Statement”); and (v) the form of Purchase Agreement; each of which is approved by this Ordinance with such changes as are approved by the City Manager of the City (the “City Manager”) or the Chief Financial Officer of the City (the “Chief Financial Officer”), upon consultation with the City Attorney; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

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

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers, agents or employees of the Council or the City relating to the Site Lease, the Lease, the implementation of the Project, and the sale, execution and delivery of the Certificates is hereby ratified, approved and confirmed.

Section 2. Finding of Best Interests. The Council hereby finds and determines, pursuant to the Constitution, the laws of the State and the Charter, that undertaking and implementing the Project and financing the costs thereof pursuant to the terms set forth in the Site Lease and the Lease are necessary, convenient, and in furtherance of the City’s purposes and are in the best interests of the inhabitants of the City and the Council hereby authorizes and approves the same.

Section 3. Supplemental Act Election; Parameters. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Site Lease and the Lease and in connection therewith delegates to the City Manager or the Chief Financial Officer the independent authority to make any determination delegable pursuant to Section 11-57-205 of the Supplemental Act in relation to the Site Lease and the Lease, and to execute a sale certificate (the “Sale Certificate”) setting forth such determinations, including without limitation, the term of the Site Lease, the term of the Lease and the rental amount to be payable by the City pursuant to the Lease, subject to the following parameters and restrictions:

- (a) the Site Lease Termination Date shall be no later than December 31, 2057;
- (b) the Lease Term shall not extend beyond December 31, 2047;
- (c) the aggregate principal amount of the Base Rentals payable by the City pursuant to the Lease shall not exceed \$20,500,000;

- (d) the maximum annual repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$2,000,000;
- (e) the maximum total repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$32,000,000;
- (f) the Lease shall be subject to prepayment at the option of the City, without penalty, no later than December 1, 2036; and
- (g) the maximum net effective interest rate on the interest component of the Base Rentals relating to the Certificates shall not exceed 5.50%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to the President of the City Council (the "President"), the City Manager or the Chief Financial Officer the independent authority to sign the Purchase Agreement for the purchase of the Certificates, in substantially the form presented to the Council and on file with the City and as approved as to form by the City Attorney; provided that the Purchase Agreement may be completed, corrected, or revised as deemed necessary or appropriate by the parties thereto in order to carry out the purposes of this Ordinance. In addition, the City Manager or the Chief Financial Officer is independently authorized to determine if obtaining an insurance policy for all or a portion of the Certificates is in the best interests of the City, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment; provided that any such commitment, documents or agreements are first approved as to form by the City Attorney. The City Manager or the Chief Financial Officer is independently authorized to determine if obtaining a reserve fund insurance policy for the Certificates is in the best interests of the City, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment; provided that any such documents or agreements are first approved as to form by the City Attorney.

The delegation set forth in this Section 3 shall be effective for one year following the date hereof.

The Council hereby agrees and acknowledges that the net proceeds of the Certificates, together with other available money of the City, will be used to finance the Project.

Section 4. Approval of Documents. The Site Lease, the Lease, the Disclosure Certificate, the Preliminary Official Statement, and the Purchase Agreement in substantially the forms presented to the Council and on file with the City Clerk, are in all respects approved, authorized and confirmed. The President is hereby authorized and directed for and on behalf of the City to execute and deliver the Site Lease, the Lease, and the Disclosure Certificate in substantially the forms and with substantially the same contents as on file with the City Clerk, provided that such documents may be completed, corrected or revised as deemed necessary or appropriate by the City Manager or Chief Financial Officer, in consultation with the City Attorney, in order to carry out the purposes of this ordinance and to comply with the terms of the Sale Certificate. The execution of the Site Lease, the Lease, and the Disclosure Certificate by the President shall be

conclusive evidence of the approval by the Council of such documents in accordance with the terms hereof and thereof.

Section 5. Approval of Official Statement. The City Manager and the Chief Financial Officer are hereby independently authorized to deem the Preliminary Official Statement, in substantially the form presented to the Council and on file with the City Clerk, with such changes as are approved by the Chief Financial Officer or the City Manager, as final for purposes of Rule 15c2-12 of the Securities and Exchange Commission. A final Official Statement, in substantially the form of the Preliminary Official Statement, is in all respects approved and authorized. The City Manager or the Chief Financial Officer is independently authorized and directed to execute and deliver the final Official Statement, for and on behalf of the City, in substantially the form and with substantially the same content as the Preliminary Official Statement, provided that such document may be completed, corrected, or revised as deemed necessary or appropriate by the City Manager, the Chief Financial Officer, or the City Attorney of the City. The distribution of the Preliminary Official Statement and the final Official Statement (in substantially the form of the Preliminary Official Statement) to prospective purchasers of the Certificates is hereby ratified, approved, and authorized.

Section 6. Authorization to Execute Collateral Documents. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance and to place the seal of the City on any document authorized and approved by this Ordinance. The President, the City Clerk, the City Manager, the Chief Financial Officer and other appropriate employees and officials of the City are hereby authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance; provided that any such certificate, document, instrument or other paper is first approved as to form by the City Attorney. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any document or instrument by the aforementioned officials or employees of the City or members of the Council shall be conclusive evidence of the approval by the Council of such document or instrument in accordance with the terms hereof and thereof.

The President, the City Clerk, the City Manager, the Chief Financial Officer and all other employees and officials of the City that are authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the "Authorized Documents") are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall

be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. No General Obligation Debt. No provision of this ordinance, the Site Lease, the Lease, the Indenture, the Certificates, the Disclosure Certificate, the Purchase Agreement, the Preliminary Official Statement, or the final Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall have no obligation to make any payment with respect to the Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither the Lease nor the Certificates shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the Site Lease, the Lease or the Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the Certificates shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

Section 8. Reasonableness of Rentals. The Council hereby determines and declares that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section 3 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Council hereby determines and declares that the period during which the City has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Council hereby further determines that the amount of rental payments to be received by the City from the Trustee pursuant to the Site Lease is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease as provided therein.

Section 9. City Representatives. The Council hereby authorizes each of the City Manager, the Chief Financial Officer and the City Attorney to act as City Representatives under the Lease, or such other person or persons who may be so designated in writing from time to time by the President, as further provided in the Lease.

Section 10. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Certificates. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by

virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling the Certificates specifically waives any such recourse.

Section 11. Limitation of Action. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

Section 12. Governing Law and Venue. Any documents authorized and/or issued pursuant to the authorization of this Ordinance will be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis.

Section 13. Repealer. All bylaws, orders, resolutions and ordinances of the City, or parts thereof, inconsistent with this ordinance or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed.

Section 14. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 15. Charter Controls. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and the Sale Certificate authorized hereby and such statutes. Any such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

Section 16. Safety Clause. The Council finds and declares that this Ordinance is promulgated and adopted for the public peace, health or safety and this Ordinance bears a rational relation to the legislative object sought to be obtained.

Section 17. Disposition of Ordinance. This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the President or President Pro Tem, and City Clerk, and by the certificate of publication.

Section 18. Effective Date. This Ordinance shall be in full force and effect 30 days after publication following final passage.

[The remainder of this page intentionally left blank.]

INTRODUCED, PASSED ON FIRST READING, APPROVED AND
ORDERED PUBLISHED IN PAMPHLET FORM THIS 1st day of October, 2025.

CITY OF GRAND JUNCTION, COLORADO

Cody Kennedy, President of the City Council

Attest:

Selestina Sandoval, City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED
PUBLISHED IN PAMPHLET FORM THIS 15th DAY OF OCTOBER, 2025.

CITY OF GRAND JUNCTION, COLORADO

Cody Kennedy, President of the City Council

Attest:

Selestina Sandoval, City Clerk

STATE OF COLORADO)
)
COUNTY OF MESA) SS.
)
CITY OF GRAND JUNCTION)

I, Selestina Sandoval, the City Clerk of the City of Grand Junction, Colorado (the “City”) and Clerk to the City Council of the City (the “City Council”), do hereby certify that:

1. The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) which was introduced, passed on first reading and ordered published in pamphlet form by the City Council at a regular meeting thereof held on October 1, 2025 and was duly adopted and ordered published in pamphlet form by the City Council at a regular meeting thereof held on October 15, 2025, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of October 1, 2025, an affirmative vote of a majority of the members of the City Council as follows:

<u>City Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Cody Kennedy, President				
Laurel Lutz, President Pro Tem				
Robert Ballard, District E				
Jason Nguyen, District B				
Anna Stout, District C				
Ben Van Dyke, District at Large				
Scott Beilfuss, District at Large				

3. The Ordinance was duly moved and seconded, and the Ordinance was finally passed on second reading at the meeting of October 15, 2025, by an affirmative vote of a majority of the members of the City Council as follows:

<u>City Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Cody Kennedy, President				
Laurel Cole, President Pro Tem				
Robert Ballard, District E				
Jason Nguyen, District B				
Anna Stout, District C				
Ben Van Dyke, District at Large				
Scott Beilfuss, District at Large				

4. The members of the City Council were present at such meetings and voted on the passage of such Ordinance as set forth above.

5. The Ordinance was approved and authenticated by the signature of the President of the City Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the City Council.

6. There are no bylaws, rules or regulations of the City Council which might prohibit the adoption of said Ordinance.

7. Notices of the meetings of October 1, 2025, and October 15, 2025, in the forms attached hereto as Exhibit A were posted by the City Clerk at City Hall and otherwise in accordance with law.

8. The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on October __, 2025, and October __, 2025, as required by the City Charter. Notice of the hearing on the Ordinance was published on _____. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

[Signature Page Follows]

WITNESS my hand and the seal of the City affixed this 15th day of October, 2025.

City Clerk and Clerk to the City Council

(SEAL)

EXHIBIT A

(Attach Notices of Meetings of October 1, 2025 and October 15, 2025)

EXHIBIT B
(Attach Affidavits of Publication)

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Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: October 1, 2025

Presented By: Trenton Prall, Engineering & Transportation Director, Jay Valentine, General Services Director

Department: Public Works - Streets

Submitted By: Eric Rink, Project Engineer

Information

SUBJECT:

Authorization of Construction Contract for Street Maintenance - Neighborhood Mill and Overlay

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a contract with Asphalt Specialists and Supply, Inc. of Grand Junction, CO for the 2025 Contract Street Maintenance - Neighborhood Mill and Overlay Project in the amount of \$279,704.50.

EXECUTIVE SUMMARY:

This contract with Asphalt Specialists and Supply, Inc., if approved, will mill and overlay Larkspur Lane, Dahlia Drive, Stepside Drive, and Crestridge Drive.

BACKGROUND OR DETAILED INFORMATION:

This year's contract street maintenance program is funded at \$3.14 million. Projects already completed include mill and overlays of one mile of 29 Road, one-half mile of Unawep Avenue and the associated side streets, reconstruction of Dakota Drive, E Dakota Drive and associated cul-de-sacs, surface treatment of over 68,000 SY of residential roads, minor bridge inspections, and a variety of small projects.

Roads throughout the City have been rated for condition, and an asset management program is used to determine the road and the treatment list for the annual program. The street segments included in this construction package are in poor condition, with a pavement condition index ranging from 36 to 57 out of 100. The proposed project will resurface (overlay) Larkspur Lane, Dahlia Drive, Stepside Drive, and Crestridge Drive as shown on the attached vicinity map. Work items associated with the resurfacing in this contract include milling of existing asphalt pavement where needed, adjusting

manhole lids and valve covers to grade, and repaving with 1 1/2-inches of new asphalt on the surface.

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

Firm	Asphalt Specialists and Supply, Inc.	Oldcastle SW Group, Inc. dba United Companies	Kilgore Inc. dba Elam Construction
Location	Grand Junction, CO	Grand Junction, CO	Grand Junction, CO
Responsive and responsible	Yes	Yes	Yes
Total Bid Amount	\$279,704.50	\$282,759.00	\$346,851.75

The Asphalt Specialists and Supply, Inc. bid is recommended for award for a total of \$279,704.50. This contract includes 13,500 square yards of asphalt milling, 1,200 tons of hot mix asphalt placement totaling approximately 1.9 lane miles of road surface. This project is scheduled to begin in October with an expected completion by November.

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

FISCAL IMPACT:

The funding for this project is included in the 2025 Adopted Sales Tax Capital Improvement Fund budget.

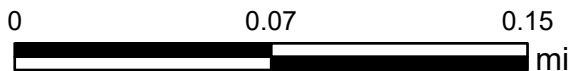
SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Asphalt Specialists and Supply, Inc. of Grand Junction, CO for the 2025 Contract Street Maintenance - Neighborhood Mill and Overlay Project in the amount of \$279,704.50.

Attachments

1. 2025 Neighborhood Overlays - Vicinity Map

Larkspur to Crestridge Mill and Pave



Printed: 8/6/2025
1 inch equals 0 miles
Scale: 1:3,558



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: October 1, 2025

Presented By: Randi Kim, Utilities Director

Department: Utilities

Submitted By: Mark Ritterbush

Information

SUBJECT:

Sole Source Contract with Flexi-Liner to Line Bleach Storage Tanks at Water Treatment Plant

RECOMMENDATION:

Staff recommends awarding a sole source contract to Flexi-Liner to install a PVC liner in both bleach storage tanks at the Water Treatment Plant.

EXECUTIVE SUMMARY:

The bleach storage tanks at the Water Treatment Plant have proven to have a five to seven-year lifespan. Rather than purchase replacement tanks, lining these tanks with a PVC liner has proven to last 10 to 20 years at about two-thirds of the cost of a new tank. Flexi-Liner serves this niche market, offering a liner that is fabricated on-site to fit the existing tanks and their openings, is chemically resistant, and potable water compliant.

BACKGROUND OR DETAILED INFORMATION:

Since the system was installed in 2013, both 9,100-gallon storage tanks for sodium hypochlorite (bleach) have proven to be prone to developing leaks. The east tank first developed a leak in 2016, which was repaired under warranty and ultimately replaced in 2017. The west tank developed a split in the side of the tank late in 2018, which was out of warranty and was replaced at the City's cost. In hopes of better performance, these replacement tanks were sourced from a different manufacturer and also installed on a support pad. XLPE is considered the gold standard for chemical resistance, so both these replacement tanks were spec'ed using this material. A leak in the bottom of the East Tank has recently been discovered. Based on information provided by equipment representatives and utilities that use bleach storage tanks, short lifespans for bleach storage tanks are common due to the heat generated from the process, plus

the caustic nature of bleach.

Staff explored the following options for replacing the tanks:

1. Like-for-like replacement. Quoted price for one identical XLPE replacement tank was \$49,715.00. XLPE has a 5-year life expectancy.
2. HDPE tank. The quoted price for a HDPE tank with similar dimensions is \$24,053.78. HDPE tanks have a thinner wall thickness and lower strength rating than XLPE and have a 5-year life expectancy. Also, these tanks do not come with the tank openings factory-installed, which would require additional cost to custom-fit the tanks.
3. Fiberglass-reinforced plastic tanks (FRP). FRP tanks require relining every 3 years and, therefore, would have higher maintenance costs.
4. Lining existing tanks. Flexi-Liner custom builds PVC liners that are NSF certified. Reference checks have shown that these liners have held up for 10 years at several places and even up to 20 years. The attached quote for \$64,300 to line both water tanks has lower life-cycle costs than the other options.

Potable-grade liners are a niche market. While there are several companies that fabricate PVC tank liners, Flexi-Liner provides a unique potable-grade liner product for caustic chemical tanks. Their product is thicker (100 mil) than what is generally offered and is chemically resistant to bleach. Flexi-Liner utilizes a special seam welding technology that does not utilize an adhesive or glue, thus making it chemically resistant as well as potable water compliant. Flexi-Liner offers a custom-fitted liner that will meet the City's water tank specifications.

FISCAL IMPACT:

Funds for this project are budgeted from the Water Enterprise Fund 2025 adopted budget.

SUGGESTED MOTION:

Staff recommends that City Council authorizes the Purchasing Division to award a sole source contract to Flexi-Liner Corporation in the amount of \$64,300 to install a PVC liner in both the East and West bleach storage tanks at the Water Treatment Plant.

Attachments

1. Flexi Liner Sole Source Justification

Memorandum

TO: Randi Kim, Utilities Director

From: Mark Ritterbush, Water Services Manager

DATE: September 2, 2025

SUBJECT: Sole Source Justification for Flexi-Liner's Proposal to line WTP's Sodium Hypochlorite Storage Tanks

This memorandum is a request for approval to enter into a contract with Flexi-Liner Corporation from Chino, CA for \$64,300 to install a PVC liner system in both of the Sodium Hypochlorite Storage Tanks at the Water Treatment Plant.

Background: Since the system was installed in 2013, both 9,100 gallon storage tanks for sodium hypochlorite (bleach) have proven to be prone to developing leaks. The east tank first developed a leak in 2016, which was repaired under warranty and ultimately replaced in 2017. The west tank developed a split in the side of the tank late in 2018, which was out of warranty and replaced at the City's cost. In hopes of better performance, these replacement tanks were sourced from a different manufacturer and also installed on a support pad; XLPE is considered the gold standard for chemical resistance, so both these replacement tanks were spec'ed using the same material. A leak in the bottom of the East Tank has been recently discovered, and through working with our sales representative from Tank Equipment in Frederick, CO and gathering troubleshooting information from other bleach storage tank users over time, it appears as if these storage tanks are beginning to be considered a consumable part of the onsite hypochlorite generation process. This is most likely due to the heat generated from the process plus the caustic nature of bleach; our issue here is not unique. We have come up with the following options to consider going forward:

1. Simply do a like for like replacement and hope for better luck with this tank. Quoted price for one identical XLPE replacement tank was \$49,715.00.
2. Given the short life expectancy of these tanks, use a cheaper tank. The quoted price for a HDPE tank with similar dimensions is \$24,053.78. Issues here are the lower Specific Gravity rating of the tank, 1.7, while the XLPE tank is 2.4. Also, these tanks do not come with the tank openings factory-installed, which we have learned from experience is problematic.
3. We had talked with a utility using fiberglass-reinforced plastic tanks (FRP). They even installed a cooling system in front of their tanks but were still relining the FRP tanks every 3 years and replacing their XLPE tanks every 5 years.
4. Use smaller tanks. Poly Processing's warranty period of 5 years now only applies to sodium hypochlorite tanks with less than a 4,000 gallon volume. This is probably why the Town of Palisade has not had the issues we have had. This would require us to use a total of 4 tanks, and we would need to expand the building size to accommodate the extra tanks.
5. Lining our existing tanks. Flexi-Liner custom builds PVC liners that are NSF certified. Reference checks have shown that these liners have held up for 10 years at several places and even up to 20

years. The attached quote for \$64,300 to line both of our tanks is a cheaper alternative to doing a like replacement for a tank that has proven to have a 5-6 year lifespan is an out of the box solution to extending the life of our equipment.

This a niche market, while it's easy to find a company that fabricates PVC tank liners, Flexi-Liner actually serves as a subcontractor to other PVC lining companies when their specification calls for a potable-grade liner for a caustic chemical tank. The liner we are needing is thicker (100 mil) than what is generally offered, and cannot be a coated fabric in order to be chemically resistant. Flexi-Liner utilizes a special seam welding technology does not utilize an adhesive or glue thus making this chemically resistant as well as potable water compliant. Given how our building configuration and the locations on the tank need to match where our lines are plumbed to, having a liner that can also be custom built to the existing tank, which Flexi-Liner is able to do, makes this a workable solution.

Sincerely,



Mark Ritterbush
Water Services Manager



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: October 1, 2025
Presented By: Selestina Sandoval, City Clerk
Department: City Clerk
Submitted By: Janet Harrell, Records Manager

Information

SUBJECT:

A Resolution Authorizing the City Manager to Submit a Grant Request to the National Archives and Records Administration (NARA) for the Archival Projects Grant

RECOMMENDATION:

Staff recommends adoption of the resolution authorizing the application for the NARA Archival Projects grant.

EXECUTIVE SUMMARY:

The City of Grand Junction implemented HP TRIM as its electronic records management system in 2011, but the platform is now outdated, difficult to maintain, and does not integrate with newer systems such as GJ Cloud. It offers limited search functionality for staff and the public, and many users do not find it user-friendly. To address these challenges, the City proposes replacing HP TRIM with Laserfiche, a modern, user-friendly system that will improve efficiency and enhance both internal and public access to City records.

To support this initiative, the City requests approval to submit a NARA Archival Projects Grant application. The eligible award is up to \$150,000, with an award date no later than July 1, 2026. If awarded, the funds will be applied toward the purchase of Laserfiche software, which is estimated at \$191,913.69.

BACKGROUND OR DETAILED INFORMATION:

The City purchased its current electronic records management system, HP TRIM, in 2010 and implemented it in 2011 to support records retention compliance and provide a centralized repository for City records. While HP TRIM has served as the City's primary tool for electronic recordkeeping, it does not integrate with newer systems such as the City's new finance and human resources platform, GJ Cloud, limiting efficiency and

cross-departmental use.

Since that time, the public's expectations for transparency and online access have grown significantly. The platform is now outdated and increasingly difficult to maintain, with limited vendor support and functionality that no longer aligns with industry standards. Users report difficulty with the interface and limited search capabilities, resulting in low adoption rates across departments. In addition, HP TRIM offers minimal tools for public access.

To address these limitations, the City is proposing to replace HP TRIM with Laserfiche software. Laserfiche is a modern, user-friendly electronic records management platform that will enable compliant document retention, improve search and retrieval functions, and provide a secure, accessible portal for both internal and public users.

Over the next three years, this project will be implemented in well-defined phases to promote both government efficiency and transparency. The first year will focus on laying a solid foundation, with careful system setup and comprehensive data migration to ensure accuracy and reliability. In the second year, we will emphasize user adoption—providing staff training and support so that all stakeholders are equipped to utilize the system's full capabilities. The third year will center on integrating the new solution with other software platforms, streamlining operations, and improving our ability to serve the public.

This transition strategically positions the City to modernize its records management system, integrate with GJ Cloud and other newer City software platforms, enhance usability for staff and the public, strengthen organizational transparency, and safeguard the City's historical records.

FISCAL IMPACT:

We will apply for the maximum award of \$150,000, which is the highest amount available under this grant.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 64-25, a resolution authorizing the City Manager to submit a grant request to the National Archives and Records Administration (NARA) for the Archival Projects grant.

Attachments

1. Resolution – NARA - Archives Projects Grant

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. XX-25

**A RESOLUTION SUPPORTING THE APPLICATION FOR THE NATIONAL ARCHIVES AND
RECORDS ADMINISTRATION (NARA) ARCHIVAL PROJECTS GRANT**

Recitals:

City Council has considered and, for the reasons stated, authorizes an application for the NARA Archival Projects Grant, which will provide financial assistance to the City of Grand Junction for the purchase of Laserfiche software for the purpose of investing in a modern, user-friendly electronic records management system that will enable compliant document retention, improve search and retrieval functions, provide a secure, accessible portal for both internal and public users, and integrate with newer City software platforms.

Applications cannot be submitted unless approved by the City Council.

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

1. The City Council of the City of Grand Junction supports the application to the National Archives and Records Administration to obtain funds to support the purchase of Laserfiche software. The City Manager is authorized and directed to finalize and submit such Archival Projects grant application; and,
2. If the grant is awarded, the City Council supports the use of the funds as provided in the grant agreement, which the City Manager is authorized to sign on behalf of the City as grantee of the National Archives and Records Administration Archival Projects grant.

This Resolution shall be in full force and effect from and after its passage.

Passed and adopted this 1st day of October 2025.

ATTEST:

Cody Kennedy
President of the City Council

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: October 1, 2025
Presented By: Town of Palisade Representative
Department: Utilities
Submitted By: John Shaver, City Attorney

Information

SUBJECT:

A Resolution Approving the First Amendment to the Cooperative Planning Agreement Between the Town of Palisade, County of Mesa, and City of Grand Junction to Provide Consent to Extending a Sanitary Sewer Line Within the Cooperative Planning Area

RECOMMENDATION:

The City Staff recommends the City Council review and consider adoption of a Resolution to approve the First Amendment to the Cooperative Planning Agreement between the Town of Palisade, County of Mesa, and the City of Grand Junction to provide consent to extending a sanitary sewer line within the Cooperative Planning Area.

EXECUTIVE SUMMARY:

With this item, the City Council will review and consider adoption of a Resolution to approve the First Amendment to the Cooperative Planning Agreement between the Town of Palisade, County of Mesa, and the City of Grand Junction to provide consent to extending a sanitary sewer line within the Cooperative Planning Area.

BACKGROUND OR DETAILED INFORMATION:

On February 9, 1998, the City of Grand Junction, the Town of Palisade, and Mesa County entered into a Cooperative Planning Agreement ("CPA") that established a Cooperative Planning Area ("Buffer Zone") in which certain activities are prohibited.

Section 3.b of the CPA prohibits Palisade and the City from "extend[ing] any municipal utility services that are not already present without mutual consent of all parties" within the Buffer Zone.

Section 4.a of the CPA prohibits the Parties from "extend[ing] any sanitary sewer line"

within the Buffer Zone.

The United States Environmental Protection Agency (“EPA”) and the Colorado Department of Public Health (“CDPHE”) have set new, higher wastewater quality discharge standards, which Palisade’s current systems do not meet, and accordingly, Palisade has negotiated an agreement with the Clifton Sanitation District to treat the Town’s wastewater. The Palisade to Clifton Sewer Transfer Project (“Project”) is a necessary sewer connection between Palisade and the Clifton Sanitation District (“CSD”) Wastewater Treatment Plant. The Project alignment traverses the Buffer Zone to CSD’s wastewater treatment facility, and in order to construct the Project, the CPA must be amended. The City Council agrees that it is in the public interest to amend the CPA to permit the Project to be constructed.

With this Resolution, the City Council approves the First Amendment to the Cooperative Planning Agreement between the Town of Palisade, County of Mesa, and the City of Grand Junction to provide consent to extending a sanitary sewer line within the Cooperative Planning Area. The sanitary sewer line is considered only for purposes of connecting the treatment facilities and not for current or future service connections within the Cooperative Planning Area.

FISCAL IMPACT:

There is no fiscal impact to the City if the proposed resolution is adopted and approved.

SUGGESTED MOTION:

I move to adopt and approve Resolution 65-25, a resolution approving the First Amendment to the Cooperative Planning Agreement between the Town of Palisade, County of Mesa, and the City of Grand Junction to provide consent to extending a sanitary sewer line within the Cooperative Planning Area.

Attachments

1. 20250918 Memo re Buffer Zone IGA Amdt
2. IGA-MCA 98-10 - Mesa County, City of Grand Junction, and Town of Palisade Buffer
3. 20250918 1st Amd IGA - Buffer Zone Palisade Wastewater
4. RES-1st A Buffer IGA Palisade Sewer Project 20250922

Mail to:

Glenwood Springs
201 14th Street
Suite 200
Glenwood Springs, CO 81602

Aspen
0133 Prospector Road
Suite 4102-J
Aspen, CO 81611

Basalt
200 Basalt Center
Suite 200
Basalt, CO 81621

Ridgway
565 Sherman Street
Suite 6
Ridgway, CO 81432

DATE: September 18, 2025
TO: Town of Palisade Mayor and Council
FROM: Karp Neu Hanlon, P.C.
RE: Buffer Zone IGA Amendment

The Town, City of Grand Junction, and Mesa County entered into an intergovernmental agreement in 1998 to preserve the “Buffer Zone”, which is attached hereto for reference. One means of regulating growth in the Buffer Zone is to prohibit new sewer connections therein. However, the Palisade to Clifton Wastewater Transfer Project will traverse the Buffer Zone and provide taps to existing residences. We have been working with the City and County attorneys to amend that IGA to allow the project to be constructed, while limiting new service to the existing densities within the Buffer Zone, thus aligning with the intent of the original IGA. All parties’ attorneys have approved the agreement proposed to be approved by this resolution.

MCA#

COOPERATIVE PLANNING AGREEMENT

THIS AGREEMENT, entered into this 9th of February, 1998 by and between MESA COUNTY, COLORADO, a Body Politic organized under and existing by virtue of the laws of the State of Colorado and the TOWN OF PALISADE, COLORADO and the CITY OF GRAND JUNCTION, COLORADO.

WHEREAS, this agreement is entered under the authority authorized by Title 29, Article 20, Colorado Revised Statutes, as amended, and;

WHEREAS, the Board of County Commissioners, the Palisade Town Council and the Grand Junction City Council find it is for the mutual benefit of all parties and in the interest of the public and affected land owners to cooperatively plan the future land use of an area between Palisade and Clifton, and;

WHEREAS, the Board of County Commissioners, the Palisade Town Trustees and the Grand Junction City Council entered an Interim Cooperative Planning Agreement (MCA 96-70) on November 18, 1996 which provided for the creation of this agreement to supercede the 1996 agreement, and;

WHEREAS, the Mesa Countywide Land Use Plan expresses countywide goals, policies, and actions to provide guidance in land use decision making, and;

WHEREAS, Mesa County has initiated the process of revising the Mesa County Land Development Code to be consistent with and implement the Countywide Land Use Plan, and;

WHEREAS, the Growth Plan for the City of Grand Junction and the Mesa Countywide Land Use Plan both have the following as a goal statement:

To ensure orderly transitions or buffers in areas of joint concern
between different communities (i.e., Grand Junction, Fruita, Palisade)
that help define distinct communities within Mesa County.

and;

WHEREAS, the above Plans both have the following as a policy statement:

Grand Junction and Mesa County will coordinate with the Town
of Palisade to establish and maintain a transition area between
Grand Junction and Palisade that includes the proposed area of
joint concern....

and;

WHEREAS, there is an area between Clifton and Palisade in which there are no sewer lines, limited domestic water lines, a general lack of urban services, and lengthy response times for emergency

MCA#

services, and;

WHEREAS, there is considerable pressure for development in the area between Clifton and Palisade, and;

WHEREAS, without an agreement between Mesa County and the municipalities the area between Palisade and Clifton could develop in a manner making one community indistinguishable from the other, adding to existing traffic problems, and requiring additional urban services at taxpayer expense, and;

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed, it is agreed by and between the parties as follows:

1. This intergovernmental agreement shall pertain to the geographic area labeled as “cooperative planning area” on Exhibit A, attached.
2. This intergovernmental agreement supersedes the interim agreement between the parties dated November 18, 1996 (MCA 96-70).
3. Within the “cooperative planning area,” neither the City of Grand Junction nor the Town of Palisade will:
 - a. annex any territory
 - b. extend any municipal utility services that are not already present without the mutual consent of all parties.
4. Within the “cooperative planning area,” all parties will not
 - a. extend any sanitary sewer line
 - b. recommend amendment to any 201 sewer service area boundary without the mutual consent of all parties.
5. It is the goal of all parties that future land use decisions within the “cooperative planning area” will enhance the rural character of the area.
6. All parties will respect the adopted master plans for each jurisdiction pertaining to the “cooperative planning area.”
7. Within the “cooperative planning area” changes in the zoning of a property (rezone) will be consistent with the recommendations of the Mesa Countywide Land Use Plan, where applicable, unless the change is formally approved by the governing bodies of all parties to this agreement.

MCA#

8. Mesa County will revise the Mesa County Land Development Code appropriately to implement this agreement.

9. Mesa County will provide the other two parties, with adequate notice, the opportunity to review and comment upon the following types of development activity and related matters in the cooperative planning area:

- a. site plans
- b. subdivision plats or replats
- c. planned developments
- d. special use permits
- e. conditional use permits
- f. zoning or development code text amendments that may effect the “cooperative planning area.”
- g. rezone applications
- h. policy and plan amendments that may affect the “cooperative planning area.”

10. All parties will share planning meeting and hearing agendas with the other parties in a timely manner.

IMPLEMENTATION

11. All parties will work cooperatively to:

a. establish and adopt rural land use design standards for the cooperative planning area including, but not limited to: landscaping, signage, entryways, parking, and outdoor storage requirements; and adopt traffic access and engineering standards in conjunction with the Colorado Department of Transportation.

b. assist property owners in voluntary rezoning and/or replatting their properties in a manner consistent with the Mesa Countywide Land Use Plan, and the Palisade Strategic Development Plan to further the purposes of this agreement. Assistance may be provided in the form of fee waivers, and/or expedited review.

c. explore, develop, and support options and seek funding mechanisms available for preserving open lands and enhancing the rural character of the cooperative planning area,

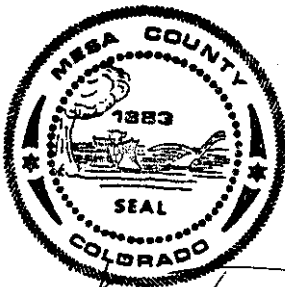
d. establish a joint open space fund for acquisition of important land, development rights, and open space and conservation easements,

12. All parties will meet every five years or as needed, to review the status of the above provisions. Each party will rotate hosting these annual meetings.

MCA#

13. It is the intent of all parties that this agreement be binding upon all parties, and that each party shall be permitted to specifically enforce any provision of this agreement. Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.

14. This agreement may be amended in writing no earlier than the year 2002, subject to the approval of all parties.



Attest:

Monika Todd
Monika Todd, Clerk and Recorder

Board of County Commissioners,
County of Mesa, State of Colorado

By: James R. Baughman
James R. Baughman, Chairman



Attest:

Quirina Spivey
Quirina Spivey, Clerk

Town of Palisade

By: David Smith

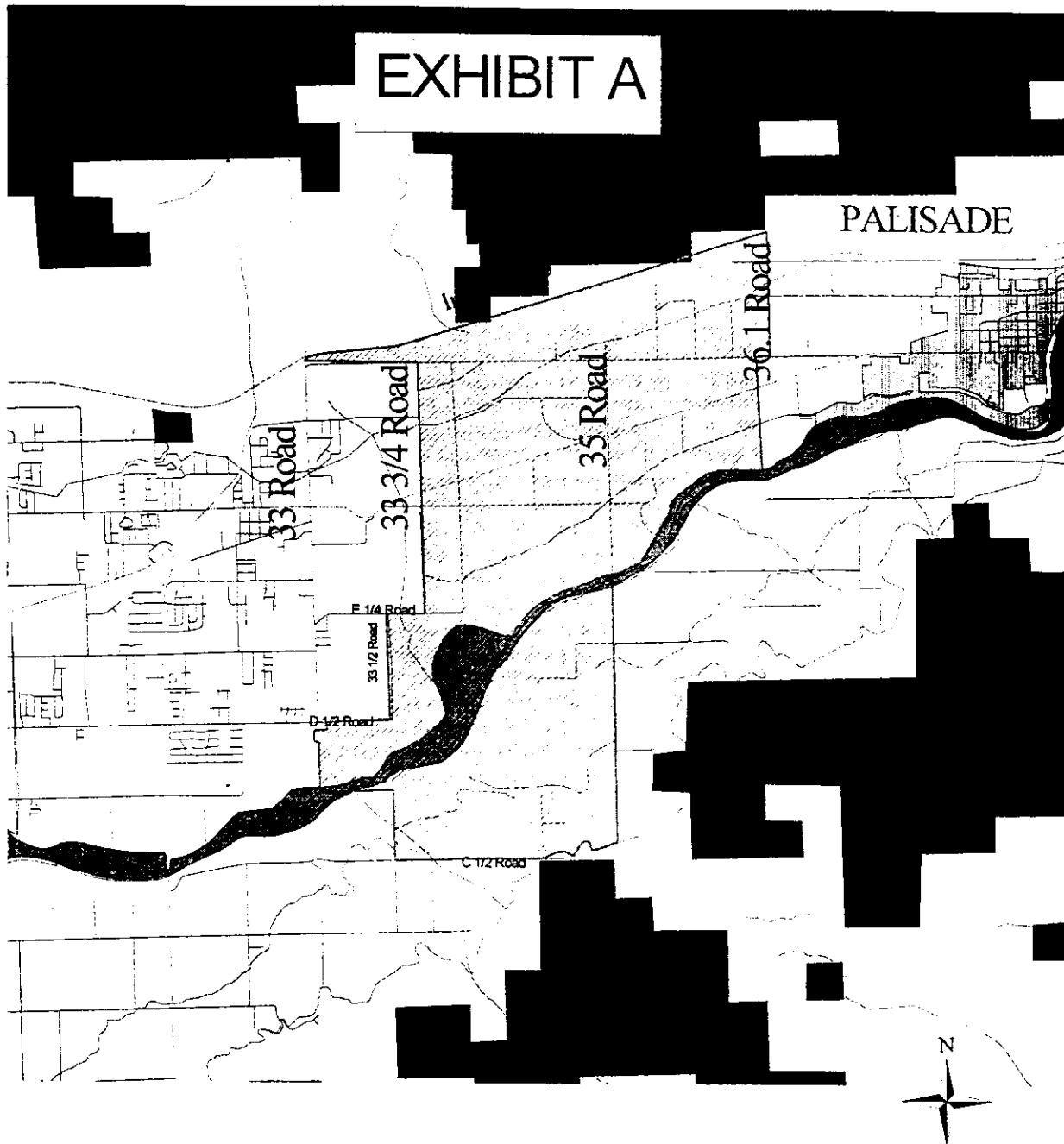


Stephanie Hye
Stephanie Hye, Clerk

City of Grand Junction

By: Gant L. Viny

EXHIBIT A



PALISADE/GRAND JUNCTION/MESA COUNTY COOPERATIVE PLANNING AREA

Plot date
12/2/87

**FIRST AMENDMENT TO THE COOPERATIVE PLANNING AGREEMENT
BETWEEN THE TOWN OF PALISADE, COUNTY OF MESA, AND CITY OF GRAND
JUNCTION TO PROVIDE CONSENT TO EXTENDING A SANITARY SEWER LINE
WITHIN THE COOPERATIVE PLANNING AREA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____ 2025, without regard to the date signed, by and between the TOWN OF PALISADE, COLORADO (the “Town”), the COUNTY OF MESA, COLORADO (the “County”), and the CITY OF GRAND JUNCTION (the “City”), (together “the Parties”).

WHEREAS, the Parties entered into a Cooperative Planning Agreement (“CPA”) on February 9, 1998 that established a Cooperative Planning Area (“Buffer Zone”) in which certain activities are prohibited; and

WHEREAS, Section 3.b of the CPA prohibits the Town and City from “extend[ing] any municipal utility services that are not already present without mutual consent of all parties” within the Buffer Zone; and

WHEREAS, Section 4.a of the CPA prohibits the Parties from “extend[ing] any sanitary sewer line” within the Buffer Zone; and

WHEREAS, due to the Town wastewater treatment system’s difficulties in meeting U.S. Environmental Protection Agency and Colorado Department of Public Health and Environment wastewater discharge limits, the Town has entered into an Intergovernmental Agreement with the Clifton Sanitation District (“CSD”) dated May 4, 2021 to provide wastewater treatment services to the Town; and

WHEREAS, in order to utilize these services, the Town must construct a wastewater transfer pipeline (the “Project”) through the Buffer Zone to CSD’s wastewater treatment facility with the approximate alignment shown on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Town has secured a U.S. Department of Agriculture grant and loan to plan for and construct the Project for which it is in the early stages of acquiring right-of-way; and

WHEREAS, in the process of discussing right-of-way acquisitions with affected landowners, the Town has learned that some residents would be interested in utilizing the Project to access wastewater treatment services, which would result in the removal of septic systems in close proximity to the Colorado River and the Grand Valley Canal; and

WHEREAS, constructing the Project and allowing properties encumbered by easements for the Project to connect to it for wastewater services requires consent of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements identified below, the Parties agree to this IGA as follows:

1. **Incorporation of Recitals.** The forgoing recitals are incorporated herein as if set forth in full.

2. **Amendment to Cooperative Planning Agreement.**

a. Sections 3 and 4 of the Cooperative Planning Agreement are hereby amended as set forth below with underline text added:

3. Within the “cooperative planning area,” neither the City of Grand Junction nor the Town of Palisade will:

a. annex any territory

b. extend any municipal utility services that are not already present without the mutual consent of all parties.

4. Within the “cooperative planning area,” all parties will not:

a. extend any sewer line

b. recommend amendment to any 201 sewer service area boundary without mutual consent of all parties.

c. Notwithstanding the foregoing Sections 3, 4a. and 4b., nothing herein shall prevent either the Town of Palisade from constructing a wastewater transfer pipeline through the “cooperative planning area” to convey wastewater from the Town of Palisade to the wastewater treatment plant owned and operated by the Clifton Sanitation District as approximately shown on Exhibit A (“Palisade to Clifton Sewer Line”); or the Town of Palisade or the Clifton Sanitation District from providing wastewater utility service to properties encumbered by easements for the Palisade to Clifton Sewer Line; provided, however, that such wastewater utility service shall be limited to one single family residence existing in 2024 and no additional service shall be provided without the mutual consent of the parties.

IN WITNESS WHEREOF, the Parties have executed duplicate originals of this Agreement.

TOWN OF PALISADE, COLORADO

ATTEST:

Keli Frasier, Town Clerk

By: _____
Greg Mikolai, Mayor

Date: _____

COUNTY OF MESA, COLORADO

ATTEST:

Bobbie Gross, County Clerk

By: _____
Cody Davis
Chair, Board of County Commissioners

Date: _____

CITY OF GRAND JUNCTION, COLORADO

ATTEST:

Selestina Sandov, City Clerk

By: _____
Cody Kennedy, President of the City
Council

Date: _____

Plot Date: 7/3/2024 \\UBICENTRAL\CLIENTS\COPALISADE\PROJECTS\8123-029_SEWERTRANSFER\DESIGN\CAD\EXHIBIT\SIGA ALIGNMENT EXHIBIT.DWG

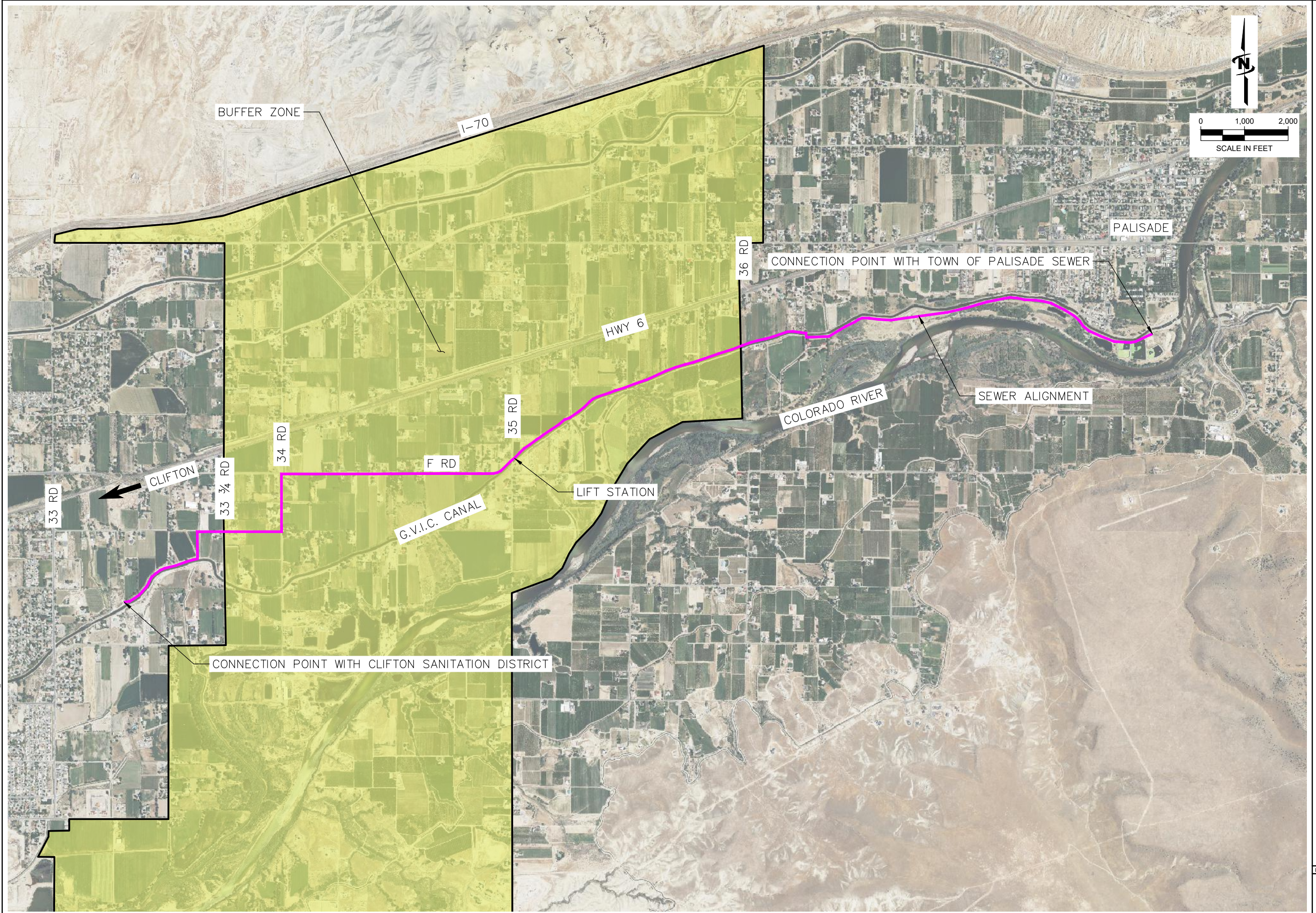


EXHIBIT A
PALISADE TO CLIFTON SEWER LINE

**CITY OF GRAND JUNCTION
RESOLUTION ____-25**

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE
COOPERATIVE PLANNING AGREEMENT BETWEEN THE TOWN OF
PALISADE, COUNTY OF MESA, AND CITY OF GRAND JUNCTION TO
PROVIDE CONSENT TO EXTENDING A SANITARY SEWER LINE
WITHIN THE COOPERATIVE PLANNING AREA.**

RECITALS:

On February 9, 1998, the City of Grand Junction, the Town of Palisade, and Mesa County entered into a Cooperative Planning Agreement (“CPA”) that established a Cooperative Planning Area (“Buffer Zone”) in which certain activities are prohibited.

Section 3.b of the CPA prohibits Palisade and the City from “extend[ing] any municipal utility services that are not already present without mutual consent of all parties” within the Buffer Zone.

Section 4.a of the CPA prohibits the Parties from “extend[ing] any sanitary sewer line” within the Buffer Zone.

The United States Environmental Protection Agency (“EPA”) and the Colorado Department of Public Health (“CDPHE”) have set new, higher wastewater quality discharge standards which Palisade’s current systems do not meet and accordingly Palisade has negotiated an agreement with the Clifton Sanitation District to treat the Town’s wastewater. The Palisade to Clifton Sewer Transfer Project (“Project”) is a necessary sewer connection between Palisade and the Clifton Sanitation District (“CSD”) Wastewater Treatment Plant. The Project alignment traverses the Buffer Zone to CSD’s wastewater treatment facility and in order to construct the Project the CPA must be amended. The City Council agrees that it is in the public interest to amend the CPA to permit the Project to be constructed.

By and with the Resolution the City Council finds and determines that it is in the best interest of the health, welfare, and safety of citizens of the Palisade to approve the First Amendment to the Cooperative Planning Agreement Between the Town of Palisade, County of Mesa, and the City of Grand Junction to provide consent to extending a sanitary sewer line within the Cooperative Planning Area. The First Amendment to the Agreement is attached as Exhibit A and incorporated by this reference as if fully set forth.

NOW, THEREFORE IT IS RESOLVED THAT THE GRAND JUNCTION CITY COUNCIL THAT:

1. The foregoing Recitals are incorporated herein as if set forth in full.

2. The City Council by and with this Resolution hereby approves the First Amendment to the Cooperative Planning Agreement Between the Town of Palisade, County of Mesa, and City of Grand Junction to Provide Consent to Extending a Sanitary Sewer Line Within the Cooperative Planning Area as set forth in Exhibit A to this Resolution

PASSED AND ADOPTED THIS 1st DAY OF OCTOBER 2025.

GRAND JUNCTION CITY COUNCIL

Cody Kennedy
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: October 1, 2025

Presented By:

Department: City Attorney

Submitted By: John Shaver, City Attorney

Information

SUBJECT:

A Resolution Amending Resolution 81-24 And Affirming the Sale of Real Property Located in the Dos Rios Subdivision, Grand Junction, Colorado

RECOMMENDATION:

Adopt and approve Resolution 66-25, a resolution amending Resolution 81-24 and affirming the sale of real property located in the Dos Rios Subdivision, Grand Junction, Colorado

EXECUTIVE SUMMARY:

With Ordinance 4992, the City Council authorized and confirmed a purchase and sale agreement ("PSA") for the sale of real property located in the Dos Rios Subdivision. With Resolution 81-24 the City Council authorized and confirmed the sale of approximately .31 acres of the southeastern-most portion of Lot 5 located in the Dos Rios Subdivision ("Property") to facilitate the development of the Confluence Center. Resolution 81-24 provided that the closing date for the conveyance of the Property be on or before December 31, 2024. For a number of reasons, closing did not occur by then. By and with this resolution, the City Council affirms its desire and intent to convey the Property notwithstanding that closing did not occur as provided in Resolution 81-24, and to the extent necessary or required amends Resolution 81-24 to extend the closing until on or before October 31, 2025.

BACKGROUND OR DETAILED INFORMATION:

With Resolution 81-24, the City Council authorized the sale of approximately .31 acres of the southeastern-most portion of Lot 5 located in the Dos Rios Subdivision ("Property") to facilitate the development of the Confluence Center. Resolution 81-24 provided that the closing date for the conveyance of the Property be on or before December 31, 2024. For a number of reasons, closing did not occur by then. By and

with this Resolution, the City Council affirms its desire and intent to convey the property, notwithstanding that closing did not occur as provided in Resolution 81-24, and to the extent necessary or required, amends Resolution 81-24 to extend the closing until on or before October 31, 2025.

To facilitate the development of the Confluence Center, the City and the Purchaser subdivided Lot 5 together with an abutting lot already owned by the Purchaser. This resolution will convey approximately .31 acres, or 13,648 square feet, of the southeastern-most portion of Lot 5 to Purchaser, or an affiliate of Purchaser, for a purchase price of \$90,436.00. The closing date for the conveyance of the .31 acres will be on or before October 31, 2025.

FISCAL IMPACT:

This action does not have a 2025 budget impact. City Council previously authorized the sale, as well as the contribution of funding for the Confluence Center project.

SUGGESTED MOTION:

I move to (adopt and approve/not adopt) Resolution 66-25, Amending Resolution 81-24 And Affirming the Sale of Real Property Located in the Dos Rios Subdivision, Grand Junction, Colorado

Attachments

1. Resolution No. 81-24 - 2024 - A Resolution Amending the Purchase and Sale Agreement Terms for the Sale of Real Property Located
2. Review 1 - Improvement Survey Plat
3. Review 3 - SITE PLAN (1)
4. RES-Confluence Extension 20250923

RESOLUTION NO. 81-24

A RESOLUTION AMENDING THE PURCHASE AND SALE AGREEMENT TERMS FOR THE SALE OF REAL PROPERTY LOCATED IN THE DOS RIOS SUBDIVISION, GRAND JUNCTION, COLORADO

RECITALS:

With Ordinance 4992 the City Council authorized and confirmed a purchase and sale agreement ("PSA") for sale of real property located in the Dos Rios Subdivision. The Purchaser has acquired all of the Property that is the subject of the PSA except for Lot 1, Riverfront at Dos Rios Filing Three, as shown on the plat thereof recorded in Mesa County land records with Reception #2942736, County of Mesa, State of Colorado ("Lot 1") and Lot 5, Riverfront at Dos Rios Filing Three, as shown on the plat thereof recorded in Mesa County land records with Reception #2942736, County of Mesa, State of Colorado ("Lot 5"). The PSA refers to those Lots as the Part II Land. The Purchaser is presently contracted to close on the remaining Part II land by November 30, 2024; however, for a number of reasons has proposed, except as provided in the attached Tenth Amendment to the PSA ("Amendment") to extend the closing on the remaining Part II land to on or before December 1, 2025.

To facilitate the development of the Confluence Center the City and the Purchaser are intending to subdivide Lot 5 together with an abutting lot already owned by Purchaser. As described and depicted in the Amendment, following the Lot 5 subdivision plat, the City will convey approximately .31 acres, or 13,648 square feet, of the southeastern-most portion of Lot 5 to Purchaser, or an affiliate of Purchaser, for a purchase price of \$90,436.00. The closing date for the conveyance of the .31 acres shall be on or before December 31, 2024.

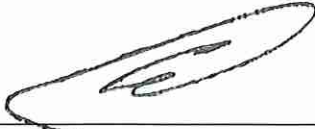
The remaining Part II land purchase price will be adjusted at Closing.

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

1. The foregoing Recitals are incorporated by this reference.
2. The City-owned property located in the Dos Rios Subdivision as authorized to be sold by Ordinance 4992 (Property) will be sold, in accordance with the Amendment ("Tenth Amendment to the Purchase and Sale Agreement") attached hereto and incorporated by this reference.
3. All actions heretofore taken or to be taken by the officers, employees and agents of the City relating to the sale of the Property which are consistent with the provisions of

the Amendment, the Purchase and Sale agreement as amended, and this Resolution for the sale of the Property are hereby approved, authorized, directed, and confirmed.

PASSED and ADOPTED this 20th day of November 2024.



Abram Herman
President of the City Council

Attest:



Selestina Sandoval
City Clerk



TENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Tenth Amendment to Purchase and Sale Agreement (“Tenth Amendment”) amends the PURCHASE AND SALE AGREEMENT dated September 30, 2020 (as previously amended) (“PSA”) between the City of Grand Junction, a Colorado home-rule municipal corporation (“Seller”), and DR LAND LLC (f/k/a DR DEVCO LLC) a Colorado limited liability company (together with its successors and assigns, “Purchaser”), as amended, and relating to the purchase and sale of the Property together with the improvements and appurtenances as described in the PSA and as authorized by the Seller with the adoption of Ordinance 4992.

(1) **Effective Date.** The Effective Date of this Tenth Amendment shall be the date of its mutual execution by the Seller and Purchaser.

(2) **Part II Land Closing Deadline.** The Purchaser has acquired all of the Property that is the subject of the PSA except for:

Lot 1, Riverfront at Dos Rios Filing Three, as shown on the plat thereof recorded in Mesa County land records with Reception #2942736, County of Mesa, State of Colorado (“Lot 1”)

and

Lot 5, Riverfront at Dos Rios Filing Three, as shown on the plat thereof recorded in Mesa County land records with Reception #2942736, County of Mesa, State of Colorado (“Lot 5”)

(“Remaining Part II Land”). Except as set forth in (3) below, the Closing as provided in the PSA as amended shall occur on the Remaining Part II Land on or before December 1, 2025, at a time and place agreed upon by the Seller and Purchaser.

(3) **Partial Acquisition – Lot 5.** The Seller and the Purchaser are intending to subdivide Lot 5 together with an abutting lot already owned by Purchaser (Lot 12, Jarvis Subdivision Filing Three). Following recordation of the Lot 5 subdivision plat, Seller will convey approximately .31 acres, or 13,648 square feet, of the southeastern-most portion of Lot 5 to Purchaser, or an affiliate of Purchaser, for a purchase price of \$90,436.00. The closing date for the conveyance of the .31 acres shall be on or before December 31, 2024. The Remaining Part II land purchase price will be adjusted at Closing. A conceptual drawing showing the area of Lot 5 to be acquired is attached hereto for illustrative purposes.

All provisions of the PSA not expressly amended, extended or otherwise modified hereby remain in effect, except as they may be merged in the deed of the of conveyance of any part of the Property. The City Council has by and with the adoption and approval of Resolution ___24 authorized the execution hereof by the Interim City Manager.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Tenth Amendment to be executed effective as of the date last signed by a party below.

SELLER:

CITY OF GRAND JUNCTION, a Colorado home rule municipal corporation

By: 
Andrea Phillips
Interim City Manager

Date: 11/22/2024

PURCHASER:

DR LAND LLC, a Colorado limited liability company

By: 
Signed by:
DA266BB70F2D4B5...
Kevin Riegler
Manager

Date: 11/7/2024

4877-7631-2820, v. 1

Confluence Village Subdivision Plat, August 2023, for accommodations reviewing this document please contact City of Grand Junction, Community Development Department, 970-244-1430.

CONFLUENCE VILLAGE
A REPLAT OF
LOT 5, RIVERFRONT at DOS RIOS FILING THREE RECEPTION NO. 2942736 &
LOT 12, JARVIS SUBDIVISION FILING THREE RECEPTION NO. 2834555
LOT 1, SECTION 22, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That OWNER TBD are the owners of that real property located in Lot 1 of Section 22, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Lot 5 of RIVERFRONT AT DOS RIOS FILING THREE, according to the plat thereof filed for record September 16, 2020 as Reception No. 2942736.

Said parcel contains an area of 3.63 Acres as herein described.

AND

Lot 12 of JARVIS SUBDIVISION FILING THREE, according to the plat thereof filed for record March 23, 2018 as Reception No. 2834555.

Said parcel contains an area of 2.00 Acres as herein described.

That said owner has by these presents laid out, platted, and subdivided the above described real property into lots, blocks, and tracts, as shown hereon, and designated the same as CONFLUENCE VILLAGE, a subdivision in the City of Grand Junction, Colorado, and hereby offers the following dedications and grants:

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

All Multipurpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Pedestrian Easements are dedicated to the City of Grand Junction as perpetual easements for ingress and egress access use by the public forever for constructing, installing, maintaining and repairing a trail and for purposes of walking, running, wheelchairs (motorized and non-motorized), bicycling, and other non-motorized forms of transportation for commuting and recreational purposes with or without pets accompanying them.

There are no lienholders of record.

IN WITNESS WHEREOF, said owner, OWNER TBD, has caused their name to be hereunto subscribed this _____ day of _____, A.D. 20____.

by: _____ Manager

for: OWNER TBD.

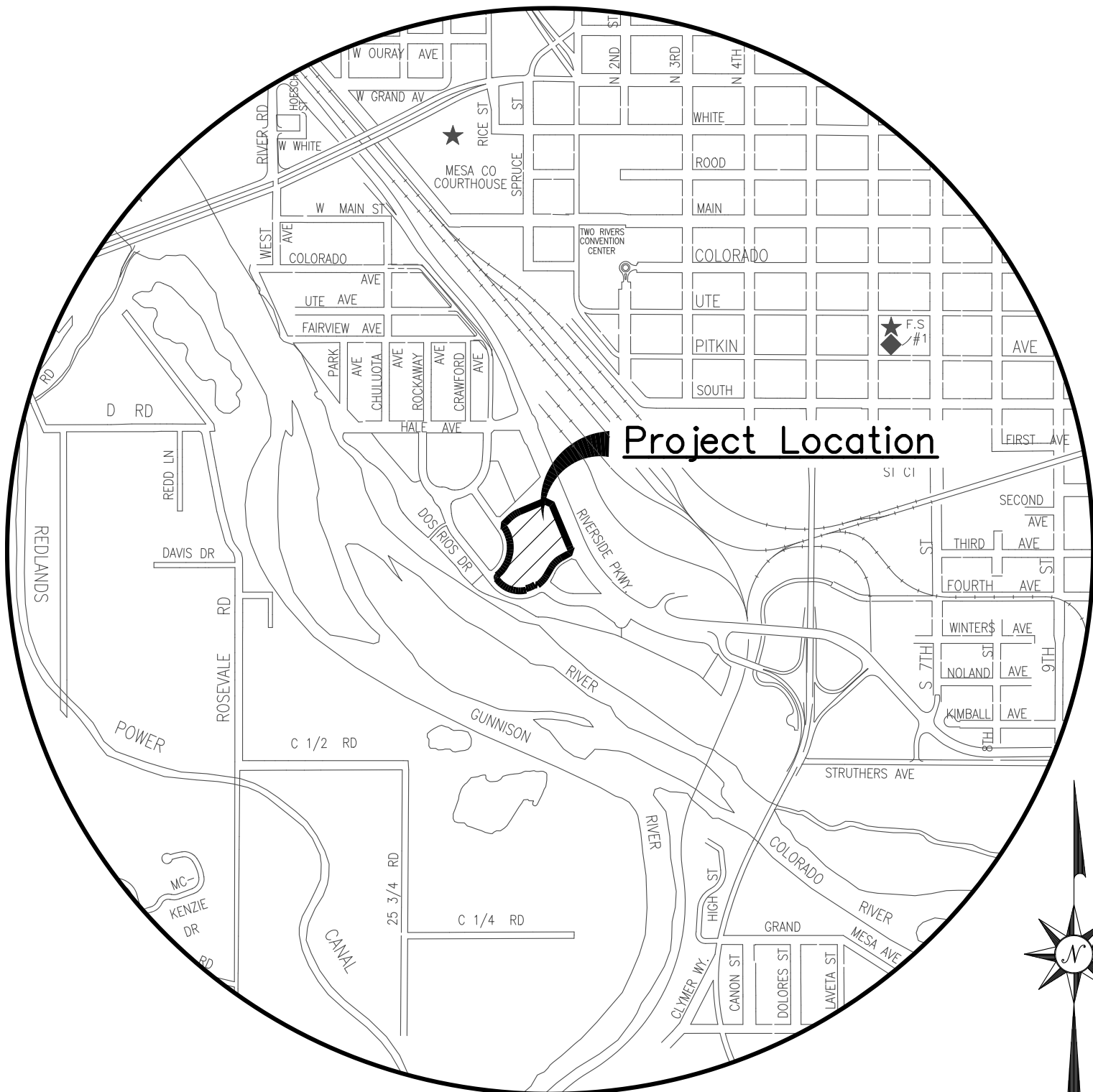
NOTARY PUBLIC'S CERTIFICATE

STATE OF COLORADO } ss
COUNTY OF MESA

The foregoing instrument was acknowledged before me by _____ it's Manager for OWNER TBD, this _____ day of _____, A.D., 20____.
Witness my hand and official seal:

Notary Public

My Commission Expires _____



VICINITY MAP
Not To Scale

LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- SET 1 1/2" BLUE PLASTIC CAP ON 24" No. REBAR PLS 38146, PER CRS-38-51-105, IN CONCRETE
- FOUND 1 1/2" PURPLE PLASTIC CAP, PLS 38226 FLUSH WITH SURFACE UNLESS OTHERWISE NOTED
- FOUND 2" ALUMINUM CAP, PLS 32824 FLUSH WITH SURFACE UNLESS OTHERWISE NOTED
- DURABLE CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS TO COMPLY WITH CRS-38-51-105
- NAD 83 NORTH AMERICAN DATUM 1983
- NAVD 88 NORTH AMERICAN VERTICAL DATUM 1988
- NTS NOT TO SCALE
- CRS COLORADO REVISED STATUTES
- SS SOLICIT, USED IN LEGAL DOCUMENTS
- CALCULATED POSITION OF POINT OF CURVATURE OR POINT OF TANGENCY
- PLS PROFESSIONAL LAND SURVEYOR L.L.C. LIMITED LIABILITY COMPANY
- MCSM MESA COUNTY SURVEY MARKER
- PSCO PUBLIC SERVICE COMPANY OF COLORADO
- ROW RIGHT-OF-WAY
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- T TOWNSHIP
- R RANGE
- ESMT. EASEMENT
- IRR. IRRIGATION
- MPE MULTIPURPOSE EASEMENT
- REC. NO. RECEPTION NUMBER
- SF SQUARE FEET
- A.S. ABOVE SURFACE
- B.S. BELOW SURFACE
- ALUM. ALUMINUM

SURVEYOR'S CERTIFICATION

I, J. Ben Elliott, do hereby certify that the accompanying plat of CONFLUENCE VILLAGE, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. To the best of my knowledge and belief, this plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.

TITLE CERTIFICATION

STATE OF COLORADO } ss
COUNTY OF MESA

We, Colorado Title & Closing Services, LLC, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to OWNER TBD; that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights of way of record are shown hereon.

Date: _____

by: _____ Name And Title

for: Colorado Title & Closing Services, LLC

GENERAL NOTES

This survey does not constitute a title search by High Desert Surveying, Inc. to determine ownership or easements of record. A Title Commitment provided by Colorado Title & Closing Services, LLC, Order No. MS22302114, dated July 24, 2023 was relied upon for Easement and Title Information shown hereon.

Basis of bearings is the North line of Lot 1, Section 22 which bears N89°56'44"W, a distance of 1313.14' feet, established by GPS observation referencing the Mesa County Local Coordinate System (MCLCS) zone Grand Valley Area (GVA) which is based on the NAD 83 horizontal datum and NAVD 88 vertical datum. Both monuments on this line are Aliquot Survey markers, as described on the face of this plat.

The title commitment references a Public Service Company of Colorado easement recorded under Reception No. 1489599 that affects the subject property. This easement was granted for an overhead electrical transmission line that has since been relocated. Within this instrument is the language "in case of permanent abandonment of the easement said easement will revert to the then current owner of the underlying fee interest". Therefore, this easement is not depicted hereon.

All lineal units shown hereon in U.S. Survey feet.

FOR CITY USE ONLY

Associated Recorded Documents
Reception Type

- Declaration of Covenants and Restrictions
- Site Plan
- Water Tap Recording Memorandum
- Shared Parking Agreement

CITY OF GRAND JUNCTION APPROVAL

This plat of CONFLUENCE VILLAGE, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted this _____ day of _____, A.D., 20____.

City Manager _____

Mayor _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO } ss
COUNTY OF MESA

I hereby certify that this instrument was filed in my office at _____ o'clock _____M., _____, A.D., 20____, and was duly recorded in Reception No. _____

Drawer No. _____ Fees: _____

Clerk and Recorder

Deputy

CONFLUENCE VILLAGE

LOT 1, SECTION 22
T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, Inc.

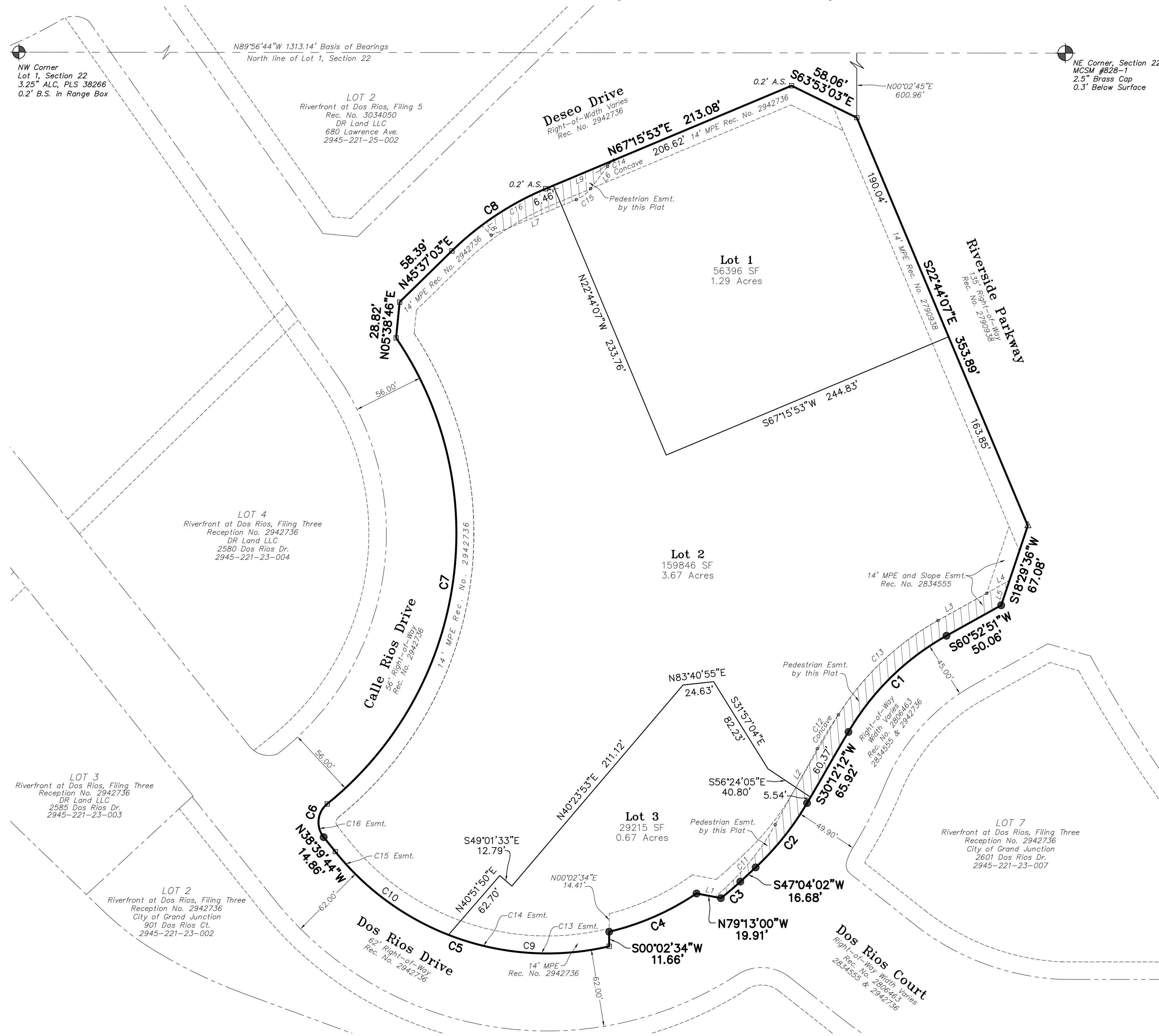
591 25 Road, Suite B1
Grand Junction, Colorado 81505
Telephone: 970-254-8649 Fax 970-241-0451

J. Ben Elliott
COLORADO REGISTERED SURVEYOR
P.L.S. No. 38146

PROJ. NO. 23-71	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: August, 2023	BO/SG	BE	-	1	2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

CONFLUENCE VILLAGE
A REPLAT OF
LOT 5, RIVERFRONT at DOS RIOS FILING THREE RECEPTION NO. 2942736 &
LOT 12, JARVIS SUBDIVISION FILING THREE RECEPTION NO. 2834555
LOT 1, SECTION 22, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO



LINE TABLE

LINE	BEARING	DISTANCE
L1	S79°13'00"E	15.02'
L2	N28°57'06"E	69.39'
L3	N60°52'51"E	44.63'
L4	N60°09'06"E	21.06'
L5	N18°29'36"E	21.16'
L6	S37°22'48"W	22.32'
L7	S67°15'53"W	73.73'
L8	N44°22'57"W	10.99'
L9	N67°15'53"E	58.96'

CURVE TABLE

CURVE	LENGTH	DELTA ANGLE	RADIUS	CH BEARING	CH LENGTH
C1	111.10'	30°40'39.50"	207.50'	S45°32'31"W	109.78'
C2	86.08'	1°51'50.81"	224.50'	S38°38'07"W	65.84'
C3	20.39'	5°12'10.81"	224.50'	S49°40'08"W	20.38'
C4	76.63'	20°54'24.07"	210.00'	S66°19'29"W	76.20'
C5	244.41'	64°31'58.39"	217.00'	N70°55'43"W	231.69'
C6	29.75'	89°42'19.95"	19.00'	N06°11'26"E	26.80'
C7	413.85'	85°17'37.55"	278.00'	N08°23'47"E	376.68'
C8	90.68'	21°38'49.93"	240.00'	N56°26'28"E	90.14'
C9	130.77'	34°31'43.70"	217.00'	N85°55'50"W	128.80'
C10	113.64'	30°00'14.69"	217.00'	N53°39'51"W	112.34'
C11	75.74'	20°59'02.00"	206.82'	N39°51'08"E	75.32'
C12	31.96'	5°43'30.83"	319.81'	N31°51'56"E	31.94'
C13	110.89'	28°40'58.39"	221.50'	N46°32'21"E	108.73'
C14	7.05'	18°25'48.94"	21.91'	S44°45'11"W	7.02'
C15	14.67'	29°29'47.36"	28.50'	S52°30'59"W	14.51'
C16	59.28'	14°09'10.92"	240.00'	N60°11'17"E	59.13'

LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED

● SET 1 1/2" BLUE PLASTIC CAP ON 24" No. REBAR

● PLS 38146, PER CRS-38-51-105, IN CONCRETE

□ FOUND 1 1/2" PURPLE PLASTIC CAP, PLS 38226

□ FLUSH WITH SURFACE UNLESS OTHERWISE NOTED

△ FOUND 2" ALUMINUM CAP, PLS 38284

△ FLUSH WITH SURFACE UNLESS OTHERWISE NOTED

DURABLE CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS TO COMPLY WITH CRS-38-51-105

NAD 83 NORTH AMERICAN DATUM 1983

NAVD 88 NORTH AMERICAN VERTICAL DATUM 1988

NTS NOT TO SCALE

CRS COLORADO REVISED STATUTES

§ss SCHUCET, USED IN LEGAL DOCUMENTS

→ CALCULATED POSITION OF POINT OF CURVATURE OR POINT OF TANGENCY
- PLS PROFESSIONAL LAND SURVEYOR

L.L.C. LIMITED LIABILITY COMPANY

MCSM MESA COUNTY SURVEY MARKER

PCSC PUBLIC SERVICE COMPANY OF COLORADO

ROW RIGHT-OF-WAY

POB POINT OF BEGINNING

POC POINT OF COMMENCEMENT

T TOWNSHIP

R RANGE

ESMT. EASEMENT

IRR. IRRIGATION

MPE MULTIPURPOSE EASEMENT

REC. NO. RECEPTION NUMBER

SF SQUARE FEET

A.S. ABOVE SURFACE

B.S. BELOW SURFACE

ALUM. ALUMINUM

AREA SUMMARY		
Lot 1	= 1.29 Acres	22.91%
Lot 2	= 3.67 Acres	65.19%
Lot 3	= 0.67 Acres	11.90%
TOTAL	= 5.63 Acres	100.00%

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I, J. Ben Elliott, do hereby certify that the accompanying plat of CONFLUENCE VILLAGE, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. To the best of my knowledge and belief, this plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.

CONFLUENCE VILLAGE

LOT 1, SECTION 22

T1S, R1W, UTE MERIDIAN

GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, Inc.

591 25 Road, Suite B1

Grand Junction, Colorado 81505

Telephone: 970-254-8649 Fax 970-241-0451

J. Ben Elliott

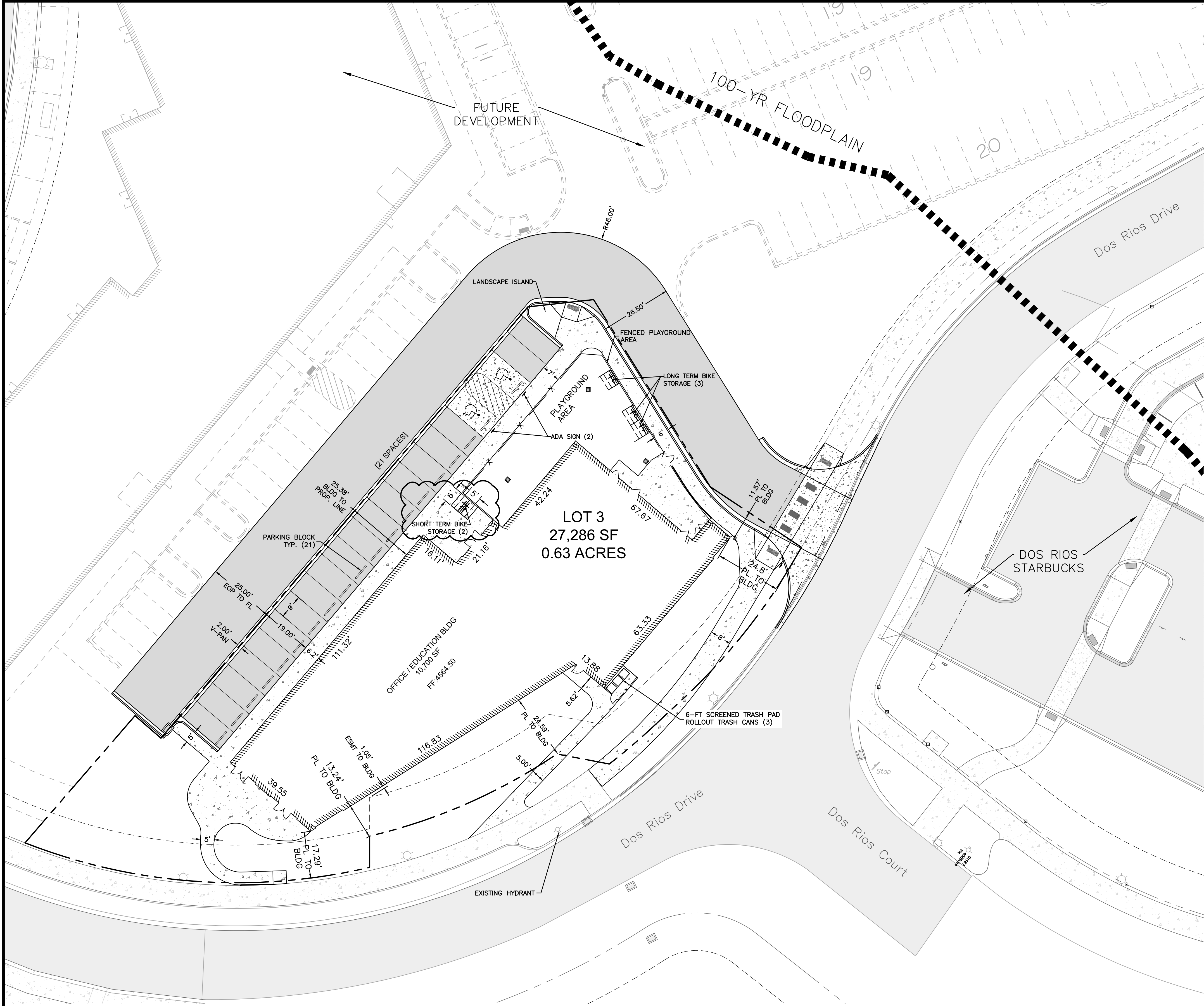
COLORADO REGISTERED SURVEYOR

P.L.S. No. 38146

PROJ. NO. 23-71	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: August, 2023	BO/SG	BE	-	2	2

For assistance in reviewing the attached SITE PLAN, please contact 970-244-1430

P:\1019.0071 - Confluence Building\DWG\C3a\Production Dwg\PROD-SITE-Confluence radwg 10/15/2024 807:40 AM. DWG To PDF.pc3



GENERAL NOTES:

1. CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING WITH CITY OF GRAND JUNCTION CONSTRUCTION INSPECTION AND MESA COUNTY STORMWATER BEFORE DOING ANY WORK ON THE SITE.
2. ALL PARKING SPACES ARE 9-FT WIDE X 19-FT LONG UNLESS OTHERWISE NOTED.
3. ALL SIDEWALK CROSSINGS AND RAMPS ARE TO BE BUILT PER PAGE C-13 OF THE CITY OF GRAND JUNCTIONS STANDARD CONCRETE DETAILS AND FOLLOW ADA GUIDELINES.
4. OBTAIN WORK IN RIGHT OF WAY PERMITS FROM THE CITY OF GRAND JUNCTION BEFORE DOING ANY WORK ALONG PUBLIC RIGHT OF WAY AREAS
5. (2EA) "U" STYLE BIKE RACK FOR 4 TOTAL BIKE PARKING SPACES
6. ADA PARKING SPACES SHALL BE SIGNED AND STRIPPED PER CITY OF GJ STANDARD C-24..

LAND USE SUMMARY		
USE	SQUARE FT	PERCENT
BUILDINGS	10,700	39.2%
LANDSCAPE	12,029	44.3%
ASPHALT/PKG/CONC	4,557	16.5%
ROW DEDICATION	0	0%
TOTAL	27,286	100%
PARKING SUMMARY		
Pre-School: 5,325 SF = 1 sp/Classroom = 2 Classrooms=2		
Office: 17,323 SF @ 1SP/400SF = 44 Spaces @ 25%=11		
Total Parking Required = 13 Spaces		
Total Parking Provided On Site = 21 Spaces		

LEGEND	
--- PROPERTY LINE	PROPOSED INLINE DRAIN
--- ADJACENT PROPERTY LINE	EXISTING 8" WATER MAIN
--- EXISTING EASEMENT	PROPOSED 2" DOMESTIC SERVICE
--- PROPOSED EASEMENT	PROPOSED 4" FIRE LINE
--- EXISTING BUILDING	EXISTING FIRE HYDRANT
--- PROPOSED BUILDING	PROPOSED FIRE HYDRANT
--- EXISTING CURB/GUTTER	EXISTING WATER METER
--- PROPOSED CURB/GUTTER	PROPOSED WATER METER
--- PROPOSED SPILL CURB/GUTTER	PROPOSED METER/BACKFLOW VAULT
--- PROPOSED TRANSITION CURB/GUTTER	PROPOSED IRRIGATION MANHOLE
--- EXISTING RETAINING WALL	PROPOSED FENCE
--- EXISTING 1-FT CONTOUR	EXISTING FENCE
--- PROPOSED 1-FT CONTOUR	PROPOSED TRAFFIC FLOW
--- EXISTING 5-FT CONTOUR	GRADE BREAK
--- PROPOSED 5-FT CONTOUR	ROOF DRAIN (RD)
--- EXISTING ASPHALT	STREET LIGHT POLE
--- PROPOSED ASPHALT	FIRE DEPARTMENT CONNECTION
--- PROPOSED HEAVY DUTY ASPHALT	PARKING LOT LIGHT
--- EXISTING CONCRETE	PROPOSED BUILDING LIGHT
--- PROPOSED CONCRETE	POWER POLE
--- PROPOSED HEAVY DUTY CONCRETE	FLOWLINE
--- EXISTING SANITARY SEWER	EDGE OF PAVEMENT
--- PROPOSED SANITARY SEWER	TOP OF CONCRETE
--- EXISTING SANITARY SEWER MANHOLE	TOP OF WALL
--- PROPOSED SANITARY SEWER MANHOLE	BOTTOM OF WALL
--- EXISTING SANITARY SEWER CLEANOUT	TOP BACK OF WALK
--- EXISTING STORM SEWER	TC
--- PROPOSED STORM SEWER	TOP OF CURB
--- EXISTING STORM SEWER INLET	BOC
--- PROPOSED STORM SEWER INLET	LS
--- EXISTING STORM SEWER MANHOLE	LANDSCAPE AREA
--- PROPOSED STORM SEWER MANHOLE	UTILITY PEDESTALS

UTILITIES AND AGENCIES

CITY OF GRAND JUNCTION SANITARY SEWER	MARK BARSLUND	970-201-1362
CITY OF GRAND JUNCTION WATER	MARK BARSLUND	970-201-1362
GRAND VALLEY IRRIGATION COMPANY	PHIL BERTRAND	970-242-2762
CITY OF GRAND JUNCTION PUBLIC WORKS	MARK BARSLUND	970-201-1362
XCEL ENERGY - GAS & ELECTRIC	RYAN MENAPACE	970-244-2671
CENTURY LINK	CHRIS JOHNSON	970-244-4333
CHARTER	JOHN VALDEZ	970-245-8750
MESA COUNTY STORMWATER	JOSH MARTINEZ	970-683-4206

PROJECT BENCHMARK:
MAG NAIL IN SIDEWALK
ALONG RIVERSIDE PARKWAY
N: 32987.10
E: 89615.50
EL: 4570.46

ACCEPTANCE BLOCK

THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER DATE

CITY PLANNER DATE

Know what's below.
Call before you dig.

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

REVISIONS	
NO.	DESCRIPTION
1.	BLDG SF CHANGE
2.	LONG/SHORT TERM BIKE STORAGE ADDED
3.	BID PACKAGE #1
4.	BIKE PARKING DIMS

A • C • G

AUSTIN CIVIL GROUP, INC.

Land Planning • Civil Engineering • Development Services

123 North 7th Street, Suite 300 • Grand Junction, Colorado 81501
(970) 242-7540

CONFLUENCE CENTER @ DOS RIOS

SITE PLAN

2600 Dos Rios Drive, Grand Jct., Colo.

Chamberlin Architects

DRAWN BY: rrc

DESIGNED BY: rrc

CHECKED BY:

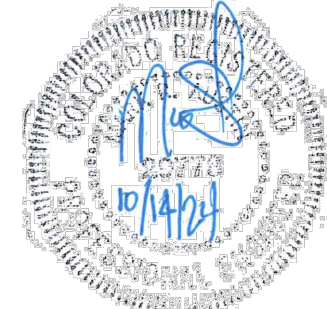
APPROVED BY: MRA

JOB NUMBER: 1019.0071

DATE: 05-30-24

SCALE: 1"=20'

SHEET NO: C150



RESOLUTION NO. ____25

A RESOLUTION AMENDING RESOLUTION 81-24 AND AFFIRMING THE SALE OF REAL
PROPERTY LOCATED IN THE DOS RIOS SUBDIVISION, GRAND JUNCTION, COLORADO

RECITALS:

With Resolution 81-24 the City Council authorized and confirmed the sale of approximately .31 acres of the southeastern-most portion of Lot 5 located in the Dos Rios Subdivision ("Property") to facilitate the development of the Confluence Center.

Resolution 81-24 provided that the closing date for the conveyance of the Property be on or before December 31, 2024. For a number of reasons closing did not occur by then.

By and with this Resolution the City Council affirms its desire and intent to convey the Property notwithstanding that closing did not occur as provided in Resolution 81-24, and to the extent necessary or required amends Resolution 81-24 to extend the closing until on or before October 31, 2025.

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

1. The foregoing Recitals are incorporated by this reference.
2. The Property will be sold in accordance with the prior authorization which is hereby affirmed and that all actions heretofore taken or to be taken by the officers, employees and agents of the City relating to the sale of the Property which are consistent with the provisions of the Purchase and Sale agreement and this Resolution are hereby approved, authorized, directed, and confirmed.

PASSED and ADOPTED this 1st day of October 2025.

Cody Kennedy
President of the City Council

Attest:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: October 1, 2025
Presented By: Mike Bennett, City Manager
Department: City Clerk
Submitted By: City Manager Mike Bennett

Information

SUBJECT:

Grand Valley Outdoor Recreation Coalition (GVORC) Master Plan Letter of Support

RECOMMENDATION:

Staff recommends approval of the letter of support.

EXECUTIVE SUMMARY:

Chandler Smith, Executive Director of the Grand Valley Outdoor Recreation Coalition (GVORC), presented a request to city Council for a letter of support for the GVORC to conduct, at its own expense, a comprehensive, county-wide Outdoor Recreation Master Plan and Feasibility Study at the September 29, 2025 workshop. Council was supportive of this being added to the October 1, 2025, Council meeting agenda for formal approval. Attached is the draft letter of support provided by GVORC.

BACKGROUND OR DETAILED INFORMATION:

City Council, at its September 15 workshop, requested a brief presentation by Chandler Smith before considering a letter of support.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to approve the Master Plan Letter of Support.

Attachments

1. Requested LOS from ORC Sept 2025

Insert Date

Mesa County Board of Commissioners
544 Rood Avenue
Grand Junction, CO 81501

Dear Commissioners,

On behalf of the City of Grand Junction, I am writing to express our strong support for the Grand Valley Outdoor Recreation Coalition's (GVORC) leadership in advancing a comprehensive, county-wide Outdoor Recreation Master Plan and Feasibility Study. The City recognizes the vital role outdoor recreation plays in shaping the economic, public health, and environmental sustainability of our region, and we believe that GVORC's initiative is a timely and strategic step toward ensuring the long-term prosperity of Mesa County.

Mesa County is uniquely positioned with its access to world-class outdoor assets and a population that values active lifestyles and natural resources. However, to fully realize the potential of the outdoor recreation economy, there is a clear need for a unified, data-driven approach. A county-wide Master Plan will provide that roadmap—informing decision-making, guiding investment, and identifying gaps and opportunities across jurisdictions. By emphasizing economic development, this study will help quantify the contributions of outdoor recreation to local job creation, business attraction, and tax revenue, while also identifying strategies to enhance the region's competitiveness within this growing sector.

Equally important is the connection between outdoor access and public health. Our community increasingly looks to trails, open spaces, and natural areas as sources of wellness, mental health support, and connection. The Master Plan's focus on public health outcomes aligns with our broader goals of promoting a healthier, more active community for all residents.

Finally, we appreciate GVORC's thoughtful approach to sustainability and conservation. Ensuring that our outdoor resources remain accessible and enjoyable for future generations requires careful planning and collaboration. A Master Plan that takes into account responsible use, long-term stewardship, and maintenance will help us strike a balance between expanding access and preserving the natural qualities that make our region so special.

The City of Grand Junction is eager to collaborate with GVORC and Mesa County in the development of this critical planning effort. We strongly encourage the Board of Commissioners to support GVORC's proposal and to join us in advancing a shared vision

for outdoor recreation that strengthens our economy, supports community health, and safeguards the natural assets that define our region.

Thank you for your leadership and your consideration of this important initiative.

Sincerely,

[Name]

[Title]

City of Grand Junction

DRAFT



Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: October 1, 2025

Presented By: Ashley Chambers, Housing Manager

Department: Community Development

Submitted By: Ashley Chambers, Housing Manager

Information

SUBJECT:

An Ordinance Authorizing the City Manager to Sign a Lease Agreement for approximately 3 acres of City-Owned Property to Rural Homes for Affordable Housing

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

Rural Homes seeks to lease approximately 3 acres at the northeast corner of the 21.78-acre property known as "The Salt Flats" for the development of for the conveyance of two lots totaling +/- 3 acres within the City-owned Salt Flats property for development of approximately 48 deed-restricted, for-sale homes serving households at or below 100% AMI. This lease agreement represents establishes site control and terms for Rural Homes' for securing Proposition 123/other financing; the project utilizes a volumetric metric partnership with Fading West and will further split lots and utilize a fee-simple homeownership model with deed restrictions (no HOA) to reduce monthly costs and support long-term affordability.

BACKGROUND OR DETAILED INFORMATION:

In January 2025, the City of Grand Junction acquired the 21.78-acre Salt Flats property to support future affordable and attainable housing development. Following a competitive Request for Proposals, Rural Homes—an experienced affordable for-sale housing developer—was selected as one of the developers for the site and the developer for two phases of the project. Rural Homes, with the city's support, will progress through the subdivision process to create transferable lots.

Rural Homes is a mission-driven, vertically-integrated Proposition 123 developer proposing approximately 48 deed-restricted for-sale homes on two parcels totaling

approximately +/- 3 acres within Salt Flats, targeted to households at or below 100% AMI. The proposed plan features a total of 48 lots, consisting of 10 single-family detached homes and 38 duplex homes, each with two on-lot parking spaces, and will include a variety of housing types, including both alley-loaded and front-loaded homes, to create a dynamic and visually appealing neighborhood. Additionally, the project incorporates a family childcare home with a dedicated play yard and storage shed to serve the needs of working families, and the single-story ranch homes will be ADA-compliant, providing accessible living options for people of all abilities. Rural Homes' concept includes standardized designs, bundled subcontracting, and value engineering; it also highlights long-term affordability tools such as deed restrictions (e.g., appreciation caps), avoidance of HOAs/metro districts to reduce monthly costs, and all-electric, solar-ready Zero Energy Ready Home specifications to lower ownership costs over time.

Rural Homes brings recent delivery experience—59 affordable for-sale homes across Norwood, Ridgway, and Ouray over the last two years—using a financing approach that blends grants and low-cost construction capital and has fully repaid prior loans. For Salt Flats, the preliminary schedule targets Phase 1 completion in Winter 2026 and Phase 2 completion by Spring 2027; the project is coordinated with the broader site's infrastructure timeline and master plan.

This resolution authorizes execution of a lease agreement with Rural Homes to give site control, establishing the parameters required for the project's funding applications.

In the future, Rural Homes intends to enter into a Purchase and Sale Agreement with the City to be able to subdivide the property and use a fee-simple homeownership model so buyers own both the home and the land—simplifying mortgage underwriting and appraisal and supporting clear resale under a deed-restriction covenant. By avoiding an HOA and relying on recorded covenants and public infrastructure, the model eliminates monthly dues and special assessments, reduces ongoing housing costs, and maximizes homeowner equity within long-term affordability requirements.

Salt Flats Project

Rural Homes homeownership project is proposed to be the third site in the development of the full 21.78-acre Salt Flats site located at 450 28 Rd. The Salt Flats property was acquired by the City in January 2025 for \$3.2 million, with a \$2.2 million Proposition 123 Land Banking Grant from CHFA (awarded in January 2024) and a \$1 million city match. Additionally, the City was awarded a \$2 million More Housing Now grant (November 2024) through the Colorado Department of Local Affairs (DOLA), with an \$800,000 city match, to fund infrastructure improvements for the development.

The City, utilizing a landbank model, issued an RFP for development proposals for the 21.78-acre Salt Flats site in January 2025. In addition to Brikwell, the City selected Volunteers of America (in partnership with MGL Partners and the Grand Junction Housing Authority), Vertikal, and Rural Homes to develop the Salt Flats property, with

Brikwell serving as the Master Planner. Together, the selected partners are expected to deliver between 324 and 475 units of mixed-income housing. These developments will include a range of housing types: affordable rental units for seniors, veterans, and families at or below 60% of the Area Median Income (AMI); for-sale homeownership opportunities for households at or below 100% AMI; attainable for-sale housing at or below 120% AMI (including some market-rate units); and additional affordable rental units serving incomes between 60–120% AMI, with an average income target of 90% AMI. The site will ensure that 70% of all units developed on the site meet the City and State of Colorado affordability definitions. Future development, lease, and sale agreements for these partners are anticipated to come forward in the coming months.

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

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

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

FISCAL IMPACT:

In accordance with the minimum lease amount provisions established by CHFA, the annual lease amount for these 3 acres will be \$100 per annum.

SUGGESTED MOTION:

I move to approve/deny Ordinance 5277, authorizing the City Manager to Sign a Lease Agreement for approximately 3 acres of City-Owned Property to Rural Homes for affordable housing development on final passage and order final publication in pamphlet form.

Attachments

1. LEASE.RuralHomes.9.24.25
2. Rural Homes_GJSF Conceptual Site Plan (1)
3. Rural Homes_GJSF Conceptual Renderings (1)
4. Ordinance_Rural_Homes_SaltFlats (1)

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement” or “Lease”) is hereby made and entered into this day of __, 2025, by and between the City of Grand Junction, a Colorado home rule municipality (“City”), and Rural Homes, LLC (“Lessee”) or any of its affiliates, successor to Lessee, whose legal address is PO Box 4222, Telluride, CO 81435 (hereinafter collectively referred to as the “Parties”).

RECITALS

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

[INSERT LEGAL DESCRIPTION] (“Property”)

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

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

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

B. Lessee desires to lease the Property from the City with the intention developing affordable for-sale housing on the Property (the “Project”). To facilitate development of the Project, Lessee will be applying for financing from the Colorado Department of Local Affairs (“DOLA”) and various other PRI investments for Area Median Income of 100% and below.

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

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

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

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

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

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

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

- \$100 per annum

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

4. Use and Condition of the Property.

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

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

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

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

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

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

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

6. Hazardous Substances.

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

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

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

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

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

7. Environmental Clean-Up.

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

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

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

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

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

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

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

8. Lessee's Obligation to Produce Affordable Housing Units

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

8.2 Lessee shall produce on the Property affordable housing units, defined as rental units that are restricted to households with annual incomes at or below one hundred percent (100%) of AMI, under the following timetable: 48 units shall be developed in two phases within 7 years of January 9, 2025,

the day the City purchased the Larger Parcel. Development of the 48 units shall be considered complete under this Lease Agreement if and only if both phases of development have been fully funded, and fully permitted by the City.

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

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

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

9. Reporting Obligations

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

9.2 Reports from Lessee to the City shall be due on the 15th of the month immediately following the conclusion of each quarter, with the first report being due on or before October 15, 2025. Reporting requirements are enumerated in the attached **Exhibit C**, which is incorporated into this Lease Agreement by this reference.

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

10. CHFA Ground Lease Requirements

10.1 The requirements imposed by CHFA upon lessees referenced in Recital B above are enumerated in the attached **Exhibit D**, which is incorporated into this Lease Agreement by this reference. Lessee is therefore permitted to record any restrictive covenants (as contained in the land use restriction agreement) on the land and all improvements that is binding on the lessor and any successor in the interest to the lessor.

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

11. Environmental Sustainability Standards

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

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

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following:

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

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

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

12. Default; Sublet; Termination; Assignment.

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

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

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

shall be void and shaft, at the option of the City and CHFA, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the formal approval and ratification by the City Council of the City and written approval by CHFA.

12.4 Notwithstanding Section 12.3, Lessee may assign and/or sublease the property to a unique entity created by the Lessee for the sole purpose of developing the property. The entity shall be controlled by the Lessee as as the managing partner. No other exceptions to 12.3 shall be permitted.

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

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

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

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

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

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

To the Lessee:
CEO
PO Box 4222
Telluride, CO 81435

With Copies to:

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

14. Not a Partnership.

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

contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained

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

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

15. Enforcement; Partial Invalidity; Governing Law.

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

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

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

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

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

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

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

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

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

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

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

Attest:

By: _____
Mike Bennett, City Manager

By: _____
Selestina Sandoval, City Clerk

LESSEE:

By:

David Ware

Its: Chief Executive Officer

EXHIBIT A1

A parcel of land across Lot 3 of Grand View Commons Subdivision as recorded at Reception Number 3105054, situated in the southwest quarter of the northwest quarter of Section 18, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado. Said parcel being more particularly described as follows:

Commencing at a 3.25" aluminum cap marked "BUREAU OF LAND MANAGEMENT, 1988", for the Northwest 1/16th corner of said Section 18, whence a 3" brass cap marked "MCSM 1300" for the Center-West 1/16th corner of said Section 18 bears South 00°05'36" West, with all bearings herein relative thereto,

Thence North 89°54'26" West, a distance of 39.00 feet to the northeast corner of said Lot 4 and the Point of Beginning;

Thence South 00°05'34" West, a distance of 94.98 feet along the east boundary line of said Lot 4 and to the beginning of a curve tangent to said line;

Thence southerly a distance of 26.73 feet along the curve concave to the northwest, having a radius of 17.00 feet and a central angle of 90°04'49" being subtended by a chord which bears South 45°07'59" West a distance of 24.06 feet;

Thence North 89°49'36" West tangent to said curve, a distance of 215.66 feet;

Thence South 45°10'24" West, a distance of 0.71 feet;

Thence North 89°49'36" West, a distance of 204.51 feet to the beginning of a curve concave to the south having a radius of 325.97 feet and a central angle of 13°10'38" and being subtended by a chord which bears South 83°29'27" West a distance of 74.80 feet;

Thence westerly along said curve, a distance of 74.97 feet to a point of cusp;

Thence North 00°05'34" East, a distance of 121.20 feet to a point on the north line of said Lot 4;

Thence South 89°49'14" East, a distance of 512.00 feet along said north line and to the Point of Beginning.

Containing 75623 Sq. feet (1.32 acres), more or less.

This description was prepared by:
Alec K. Thomas
Colorado P.L.S. 38274
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81506



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

EXHIBIT A2

A parcel of land across Lot 7 of Grand View Commons Subdivision as recorded at Reception Number 3105054, situated in the southwest quarter of the northwest quarter of Section 18, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado. Said parcel being more particularly described as follows:

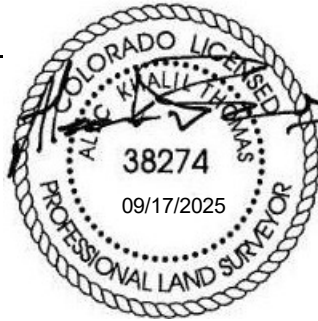
Commencing at a 3.25" aluminum cap marked "BUREAU OF LAND MANAGEMENT, 1988", for the Northwest 1/16th corner of said Section 18, whence a 3" brass cap marked "MCSM 1300" for the Center-West 1/16th corner of said Section 18 bears South 00°05'36" West, with all bearings herein relative thereto,
Thence South 13°05'34" West, a distance of 173.37 feet to a point on the east line of said Lot 4 and the Point of Beginning;

Thence continuing along the boundary line of said Lot 4 the following 3 courses;
Thence South 00°05'34" West, a distance of 342.92 feet;
Thence South 45°05'34" West, a distance of 25.34 feet;
Thence North 89°54'26" West, a distance of 220.08 feet;
Thence North 00°05'34" East, a distance of 376.65 feet;
Thence South 89°49'36" East, a distance of 5.82 feet;
Thence South 44°49'36" East, a distance of 6.36 feet;
Thence South 89°49'36" East, a distance of 98.68 feet;
Thence South 00°05'34" West, a distance of 246.03 feet;
Thence North 89°54'26" West, a distance of 104.00 feet;
Thence South 00°05'34" West, a distance of 20.00 feet;
Thence South 89°54'26" East, a distance of 218.00 feet;
Thence North 00°05'34" East, a distance of 20.00 feet;
Thence North 89°54'26" West, a distance of 94.00 feet;
Thence North 00°05'34" East, a distance of 246.00 feet;
Thence South 89°49'36" East, a distance of 98.02 feet to the beginning of a curve tangent to said line;

Thence easterly a distance of 17.26 feet along the curve concave to the southwest, having a radius of 11.00 feet and a central angle of 89°55'11" being subtended by a chord which bears South 44°52'01" East a distance of 15.55 feet to the Point of Beginning.

Said parcel containing 79103 square feet or 1.82 acres more or less.

This description was prepared by:
Alec K. Thomas
Colorado P.L.S. 38274
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81506



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EXHIBIT B1

3.25 ALLUMINUM CAP
NW 1/16th
SECTION 18
BLM 1988
POINT OF COMMENCEMENT

3" BRASS CAP
C-W 1/16th
SECTION 8
MCSM 1300

POINT
OF
BEGINNING

N89° 54' 26"W 39.00'

BASIS OF BEARING: S00° 05' 36"W
28 1/4 ROAD

S00° 05' 34"W 94.98'

14' RIGHT OF WAY RECEPTION NUMBER 3105054

GUNNISON AVE 33' RIGHT OF WAY RECEPTION NUMBER 139742 & 1395438

S89° 49' 14"E 512.00'

C2

N89° 49' 36"W 215.66'

N89° 49' 36"W 204.51'

C1

N00° 05' 34"E 121.20'

S45° 10' 24"W 0.71'

75623.34 SQ FT
1.32 ACRES



CITY OF GRAND JUNCTION
2943-182-24-004
LOT 4 GRAND VIEW COMMONS SUBDIVISION
RECEPTION NUMBER 3105054
450 28 RD

SW 1/4 NW 1/4
SECTION 18
TOWNSHIP 1 SOUTH
RANGE 1 EAST
UTE MERIDIAN

CITY OF GRAND JUNCTION
MESA COUNTY
COLORADO

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	74.97'	325.97'	013°10'38"	74.80'	S83° 29' 27"W
C2	26.73'	17.00'	090°04'49"	24.06'	S45° 07' 59"W

1" = 80'
0 80
U.S. Survey feet



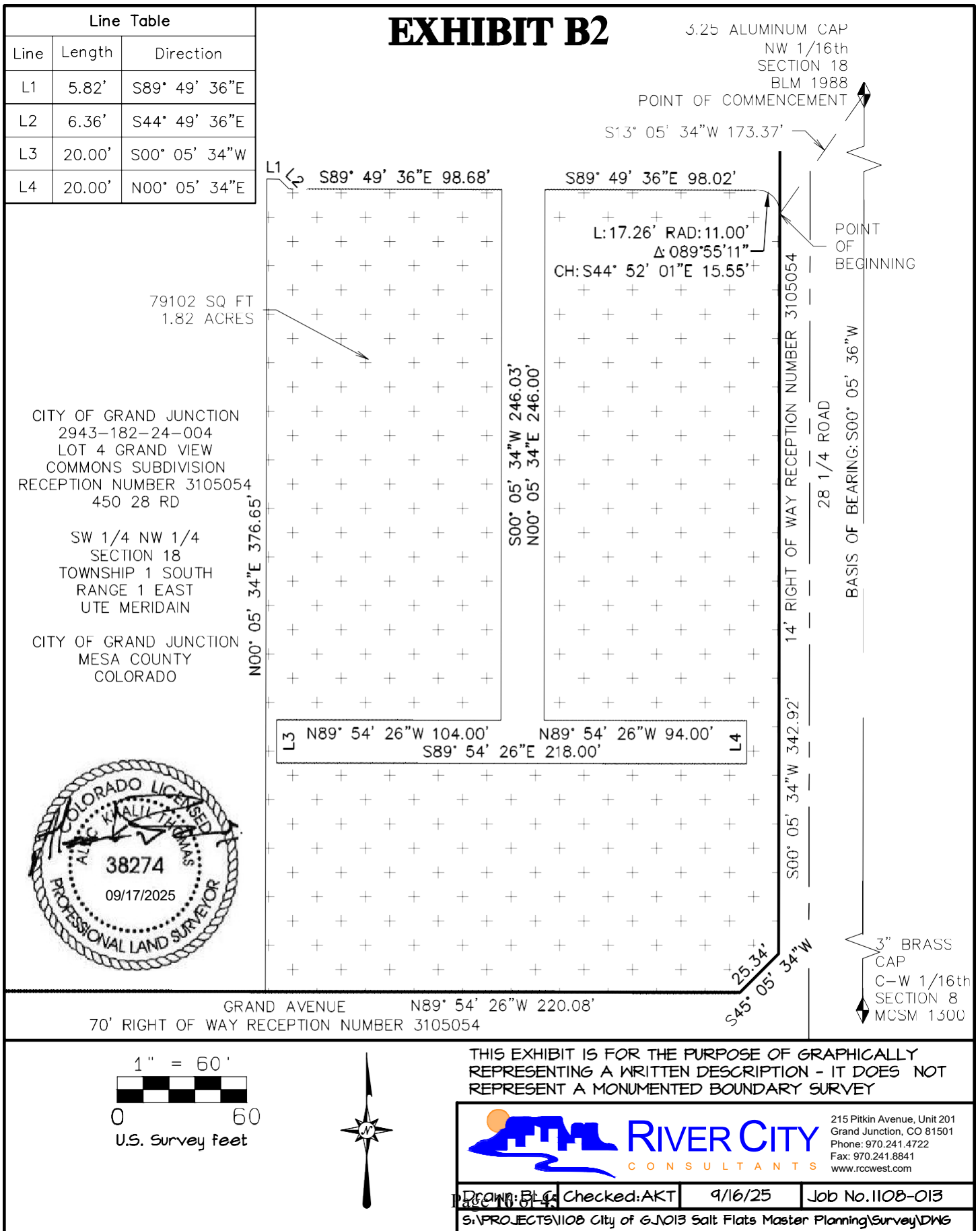
THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY
REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT
REPRESENT A MONUMENTED BOUNDARY SURVEY



RIVER CITY
CONSULTANTS

215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
Phone: 970.241.4722
Fax: 970.241.8841
www.rccwest.com

Drawn: BLY Checked: AKT 9/16/25 Job No. 1108-013
Page 15 of 41
S:\PROJECTS\1108 City of GJ\013 Salt Flats Master Planning\Survey\DWG



**EXHIBIT C
CHFA
AGREEMENT**

DRAFT



denver

1981 Blake Street
Denver, CO 80202

303.297.chfa(2432)
800.877.chla (2432)

PO Box 60
Denver, CO 80201

800.659.2656 tdd
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western slope

348 Main Street
Grand Junction, CO 81501

970.241.2341
800.877.8450

AFFORDABLE HOUSING FINANCING FUND
LAND BANKING PROGRAM

AMENDED AND RESTATED GRANT COMMITMENT

November 26, 2024

Via Email Only

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501
Attention: Ashley Chambers
Email: ashleyc@gjcity.org

Re: Grant in the amount of \$2,200,000

Dear Ms. Chambers:

Colorado Housing and Finance Authority ("**Authority**") has been retained by the Colorado Office of Economic Development and International Trade ("**OEDIT**") as the administrator of the Affordable Housing Financing Fund ("**Fund**"). The Fund was created by the Affordable Housing Statute (CRS 29-32-101 et seq) ("**Statute**") which was voted on and approved by Colorado voters in a November 2022 ballot measure commonly known as Proposition 123. The Land Banking Program ("**Program**"), as part of Proposition 123, provides funding for the acquisition and preservation of land for the development of affordable rental housing, affordable homeownership, and/or mixed commercial use (if the predominate use is affordable housing).

The Authority hereby notifies you of its approval of your request for a grant ("**Grant**") for the Project (as hereinafter defined) under the Program. As used herein, the "**Project**" shall refer to the acquisition of land for, and the development of at least three hundred twenty-four (324) units as part of, the Salt Flats Project, which is Grand View Commons Subdivision, Lot 4, an approximate 21.45 acres of the SW4NW4 SEC 18 IS IE EXC E 25FT FOR RD EXC PORTION ON SEND LYING IN HWY 6 + 24, Common address: 450 28 RD. The Project must comply with the terms and conditions provided herein, the Program Guidelines (as defined below), and the Statute, as applicable.

This grant commitment ("**Commitment**") is subject to the terms and conditions of the Land Banking Program Guidelines issued September 18, 2023 ("Program Guidelines"), and to the terms and

conditions contained herein.

- I. Grantee. City of Grand Junction, Colorado.

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2. Grant. The grant shall be in an amount not to exceed Two Million Two Hundred Thousand and no/100 Dollars (\$2,200,000), provided that the final grant amount shall be determined after the Authority reviews a satisfactory appraisal of the land being acquired in connection with the Project (21.45 acres) (in accordance with the Authority's appraisal guidelines, to be ordered by the Grantee at Grantee's expense). The final grant amount may be lower than the amount set forth above based on the Authority's review of such appraisal.
3. Milestones. As a condition of the Grant, Grantee must meet the following milestones:
 - a. Initial Milestones. Within five (5) years of the Grant closing ("**Initial Deadline**"), the Project must be properly zoned for the proposed Project use, and a development plan (per the Development Plan Appendix published in the Land Banking Program Guidelines August 21, 2024) contemplating the construction of at least three hundred twenty-four (324) units in connection with the Project must be submitted to and approved by the Authority (collectively, "**Initial Milestones**"); and
 - b. Final Milestones. Within ten (10) years of the Grant closing ("**Final Deadline**"), the Project must obtain all necessary permits, and the Grantee must close and receive funding for one or more construction loans, grants or other financing sources in an amount needed to complete at least three hundred twenty-four (324) units in connection with the Project on or before the expiration of ten (10) years from the Grant closing date (collectively, the "**Final Milestones**"). The Initial Milestones and Final Milestones are collectively referred to herein as the "**Milestones**".

Failure to meet the Initial Milestones or Final Milestones could impact future award(s) under the Program.
4. Grant Repayment. Grantee must repay the Grant in full if the Authority determines that Grantee failed to timely and properly meet each of the Milestones. If the Initial Milestones are not timely or properly met, then repayment is due within six (6) months of the Initial Deadline. If the Final Milestones are not timely or properly met, then repayment is due within six (6) months of the Final Deadline. If the Grant is repaid in full prior to the Final Deadline, the Restrictive Covenant (defined below) will be released and the Program's restrictions on the Project's use will terminate.
5. Grant Fees. The Grantee shall pay any and all of the Authority's and OEDIT's third-party costs, including but not limited to, attorneys fees and costs, title company premiums and closing fees, environmental search charges, recording costs, and UCC search charges, as applicable ("**Closing Costs**").
6. Commitment Expiration. May 31, 2025.

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7. Program Requirements. Grantee must meet all Program requirements including, but not limited to the following:
 - a. Reporting. Grantee must comply with the Program reporting requirements described on Exhibit B.
 - b. Grantee Eligibility. Grantee must be either a local or tribal government.
 - c. Project Eligibility. The Project must be developed as affordable rental housing, affordable for sale housing, or commercial mixed use with a residential component. The Predominate Use (as hereinafter defined) of the total site must be affordable housing consistent with the income requirements set forth in paragraph 8.b. of this Commitment, though commercial uses, market rate or non-restricted housing or rent restricted housing above 60% area median income ("AMI") may be included in the remaining space. "**Predominate Use**" as used herein means at least 70% of the improved square footage or units on the 21.45 acres comprising the Project, unless otherwise agreed to in writing by the Authority. The commercial use of a mixed-use project must be compatible with the affordable housing use and must be approved by the Authority in advance in the Authority's sole discretion.
 - cl. Environmental Sustainability Requirements. The Project must meet environmental sustainability requirements as more fully set forth in Paragraph 10.b.
 - e. Restrictive Covenant. A restrictive covenant as set forth in Paragraph 8 ("**Restrictive Covenant**") shall be recorded against the Project at the closing of the Grant.
8. Restrictive Covenant. A Restrictive Covenant shall be recorded against the Project in the official records of the county where the Project is located at the closing of the Grant. All covenants and payment liens shall be subordinate to the Authority's Restrictive Covenant. The Restrictive Covenant shall include, but not be limited to, the following provisions:
 - a. Affordability Term.
 - (i) The Restrictive Covenant will be required to remain of record so long as the Grant remains outstanding. The Restrictive Covenant may be released if the Grant is repaid.
 - (ii) If the Project as developed includes rental units, the Restrictive Covenant shall restrict the affordability of such rental housing units as set forth in paragraph 8.b below for at least 40 years after the final improvements are constructed and have received a permanent certificate of occupancy, unless otherwise agreed to by the Authority.

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- (iii) If the Project as developed includes homeowner units, the Restrictive Covenant will restrict the homeowner units to remain affordable as set forth in paragraph 8.6 below for at least 40 years after the final improvements are constructed and have received a permanent certificate of occupancy, through a ground lease or similar structure each as approved by the Authority, unless otherwise agreed to by the Authority.
 - (iv) The Project may request a reduction to the term of the Covenant as stated in 8.a.(ii) and/or 8.a.(iii) to twenty (20) years by providing a market analysis that supports such reduction. The Authority may grant or deny this request in the Authority's sole discretion.
 - b. AMI. If the Project includes rental units, then the annual income of such households to meet the Affordability requirements may not exceed 60% AMI. If the Project includes homeowner units, then the annual income of such households to meet the Affordability requirements may not exceed 100% AMI.
 - c. Other Conditions. The Restrictive Covenant shall include the requirements set forth in paragraph 7.c. of this Commitment.
- 9. Documents. The Authority will prepare the closing documents and coordinate the closing with Grantee as set forth herein. Exhibit A to this commitment lists certain documents that:
 - (i) must be provided by the Grantee to the Authority prior to closing ("**Pre-closing Documents**"); and
 - (ii) must be signed and delivered by the Grantee to the Authority at closing ("**Closing Documents**").The Pre-Closing Documents must be delivered to the Authority by the Grantee in form satisfactory to the Authority.

When the Pre-Closing Documents have been received and approved by the Authority, the Authority will prepare the Closing Documents for review by the Grantee and schedule a closing date, which will be no sooner than ten (10) business days after receipt of complete and satisfactory Pre-Closing Documents and satisfaction of all closing conditions to be completed prior to Closing.

- 10. Closing; Source of Funds and Condition of Funding. As a condition precedent to the closing of the Grant, all conditions hereunder shall have been met, each of the Pre-Closing Documents shall be received, reviewed and approved by the Authority, and each of the Closing Documents listed in Exhibit A, in form and substance satisfactory to the Authority, in its sole discretion, shall be executed and delivered to the Authority. In addition, at the Closing, the Grantee shall pay Closing Costs by wire transfer. The Authority reserves the right at all times to decline to close the Grant if the Authority determines, in its sole judgment, that the Grantee or the Grant does not strictly conform to the requirements of this Commitment, the Program, the Program Guidelines, any related requirements of OEDIT or the Authority and any and all other applicable legal and regulatory requirements

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relating to Proposition 123 or otherwise ("**Regulations**"). Further, the Grant will be funded with Program funds. If all or a portion of the Program funds allocated for the Grant ("**Funds**") are withheld or revoked prior to Closing, the Authority would not be willing to provide the Grant to the Grantee at the terms set forth herein; therefore, the Authority reserves the right, at all times, to decline to close and fund the Grant if the Authority has not received all or a portion of the Funds, or if all or a portion of the Funds have been revoked.

The Closing Documents may include, without limitation the following provisions:

- a. The following uses and activities shall not be conducted in or on the Project: (i) activities which are illegal under federal, state or local laws; (ii) selling, producing, or displaying sexually oriented material (e.g., adult book stores, adult video stores, adult theaters, etc.); (iii) non-medical massage services; (iv) a business generating greater than twenty-five percent (25%) of its revenues from the sale of alcoholic beverages not manufactured on-site or from selling alcoholic beverages for consumption off premises; (v) a business or organization that discriminates in its membership or facility usage on the basis of race, color, national origin, religion, gender, age, disability, citizenship status, marital status, sexual orientation, or any other status protected by law; (vi) gambling activities (not including sale of state sanctioned lottery tickets); (vii) selling or dispensing products illegal under federal, state or local laws; (ix) religious services, instruction or overtly sectarian activities; (x) pawn brokering; (xi) making "payday" or short term loans by an entity that is not a bank, credit union, savings and loan or other banking institution; and (xii) escort services.
- b. Each of the following is required to meet the Environmental Sustainability Standards for the Project and the Project shall be designed to meet the requirements as follows:
 - (i) Certification from one of the following*:
 - 1. 2020 Enterprise Green Communities (EGC)
 - 2. Leadership in Energy and Environmental Design LEED v.4.1 (LEED)
 - 3. National Green Building Standards NGBS ICC-700-2020 (NGBS)
 - 4. Zero Energy Ready Homes standard (US DOE)
 - (ii) All-electric building using high efficiency electric appliances such as heat pumps and heat pump water heaters, or a mixed-fuel building that includes pre-wiring for efficient electric heating and appliances and includes pre-

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wiring to enable future installation of EV charging station(s) for at least 10% of parking spots or greater if required under local codes.

*Developments that achieve all-electric construction with high-efficiency electric appliances may opt-out of a formal green building certification.

- (iii) Utilize water-efficient design inside and outside. Full guidance can be found at coloradowaterwise.org.
- (iv) Developments must be located within a half-mile of existing or planned transit corridors. The Authority acknowledges and agrees that the location of the Project satisfies this requirement.

11. Conditions. This Commitment and closing of the Grant shall be subject to the provisions of the Guidelines, the Regulations, the Statute and to the following conditions:

- a. A satisfactory appraisal of the Project (in accordance with the Authority's appraisal guidelines, to be ordered by the Grantee at Grantee's expense).
- b. Evidence satisfactory to the Authority that the Grantee and the Project are and will be in compliance with applicable environmental laws, regulations, permits, orders or other environmental requirements and that the real and personal property, if any, comprising the Project do not contain hazardous waste(s) or other adverse environmental conditions. Such evidence shall include a Phase 1 ordered by the Grantee to assist the Authority in making a determination of environmental risks in connection with this Project. The Phase 1 will combine information compiled internally by the Authority and information obtained from Grantee and other independent sources.
- c. All representations made by or on behalf of Grantee to the Authority in connection with its application for the Grant and in connection with the closing shall be true and correct as of the date of funding of the Grant.
- d. No litigation shall be pending or threatened calling into question or which, if adversely determined, would affect (i) the creation, organization or existence of the Grantee; (ii) the validity of the Grant documents; or (iii) the authority of the Grantee to enter into the Restrictive Covenant against the Project's real property or to otherwise make or perform the Grant documents. No proceedings shall be pending or threatened against or affecting the Grantee which involve the possibility of materially and adversely affecting the properties, business, prospects, or financial condition of the Grantee, nor shall the Grantee be in default with respect to any

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order of any court, governmental authority or arbitration board or tribunal or any prior grant or loan made to it by the Authority.

- e. Such other conditions as the Authority may deem necessary or prudent to assure repayment of the Grant or compliance with the Statute, the Regulations or the Guidelines.

12. Grantee Representations, Warranties and Covenants. This Commitment is issued on the basis of certain information and materials provided to the Authority by Grantee, including, without limitation, the Grant application, financial information, all representations, information, exhibits, data and other materials. Any intentional misinformation or withholding of material information incident thereto shall, at the option of the Authority and without limitation to any other right or remedy of the Authority, void all of the Authority's obligations hereunder. Furthermore, Grantee represents, warrants and covenants that:

- a. Grantee is a local government located in Colorado and has the necessary power, authority and licenses to operate its properties and transact business including in Colorado.
- b. Grantee has the full power and authority to accept the Grant and to undertake the obligations as contemplated by this Commitment, to execute and deliver the Grant Documents, and to perform Grantee's obligations under this Commitment and the Grant Documents. The execution and delivery of the Grant Documents will be duly authorized by all necessary action on the part of Grantee, its officers, and/or directors, as applicable, and the Grant Documents will be valid, binding and enforceable obligations of Grantee.
- c. There is no action, suit or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or to the knowledge of Grantee, threatened against or affecting it, which, if adversely determined, would materially impair its right or ability to carry on business substantially as now conducted, or as contemplated to be conducted under this Commitment, or that would materially adversely affect Grantee's financial condition.
- d. To the best of Grantee's current knowledge, the transactions contemplated herein will not cause a default under any other agreement and will not conflict with or violate any organizational document or agreement to which Grantee is a party or by which Grantee is bound.
- e. To the best of Grantee's current knowledge, Grantee has not executed and will not execute any agreement(s) with provisions contradictory or in opposition to, the provisions of this Commitment.

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- f. All information given to the Authority is accurate and Grantee has not omitted any material facts.
 - g. Grantee will comply with the provisions of any federal, state, or local law prohibiting discrimination on the grounds of race, color, religion or creed, sex, marital status, national origin, familial status or disability, sexual or gender preference, political opinion or affiliation, in all Grantee operations and shall provide prompt written notice to the Authority of the filing of any complaints of discrimination with respect to any Grantee operations.
 - h. Grantee will certify at closing of the Grant that the Project is located in a jurisdiction that has filed a commitment to increase affordable housing and opted into Proposition 123 funding. Failure of the Project to be in a jurisdiction that has filed a commitment to increase affordable housing and opted into Proposition 123 will be considered an immediate event of default. In addition to a certification, the Authority may require, in the Authority's sole discretion, an attorney opinion that the Project is located in jurisdiction that has opted into Proposition 123 funding.
13. Assignment. This Commitment shall not be assignable or transferable without the prior written consent of the Authority.
14. Reliance by Grantee and Third Parties. This Commitment is not intended to benefit any person or entity other than the Grantee and no other person or entity may rely on the terms hereof. Further, the Grantee acknowledges and agrees that (a) any report, inspection, review, acceptance or other due diligence activity regarding the Project, Grantee or other matters performed by or at the direction of the Authority, its legal counsel or consultants shall be solely for the purpose of satisfying the Authority's investment criteria and may not be relied on by the Grantee or any other party in making decisions regarding the Project or for any other reason; and (b) the Authority, its legal counsel and consultants shall have no responsibility or liability for the sufficiency, accuracy completeness of the items or information so inspected, reviewed or accepted or for the environmental condition or structural soundness of the Project.
15. Advice to Seek Legal Counsel. The Authority has advised the Grantee to obtain legal counsel in connection with the Grant.
16. Governing Law. This Commitment and all matters of performance relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of Colorado. All suits or actions related to this Commitment shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

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17. Time is of the Essence. Time is of the essence hereof. Grantee shall provide requested documentation and information in a timely manner. To the extent that documentation and information is not provided by the Grantee in a timely manner, the Authority is not obligated to extend the initial term of the Commitment if Closing has not occurred.
18. Modification. Modification or amendment of this Commitment is effective only if made in writing and signed by the parties hereto.
19. Publications. Grantee hereby authorizes OEDIT and the Authority to use information regarding or relating to the Project to publicize and/or report on their financing activities in any manner of communication or media including, but not limited to, in press releases, websites, social media, flyers, advertisements, community reports, etc. without further authorization or the consent of the Grantee, *provided* that confidential or other proprietary information is not shared. Grantee agrees to obtain prior written approval from OEDIT and the Authority before using the name or logo of OEDIT or the Authority in any press release, media events, website, social media or any other public communication.
20. Counterparts. This Commitment may be executed in counterpart and all signatures when taken together shall constitute one and the same instrument.
21. Entire Agreement. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior or contemporaneous understandings, oral representations or agreements among the parties with respect to the subject matter hereof, including that certain Grant Commitment dated May 31, 2024, are superseded by this Agreement.
22. Electronic Signatures. The electronic signatures of the parties included in this Commitment, in any form, are intended to authenticate this writing, bind the parties hereto, and to otherwise have the same force and effect as manual signatures. Delivery of a copy of this Commitment bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original form of the document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
23. Effectiveness of Commitment. This Commitment shall not become effective unless a duplicate copy hereof is returned to the Authority within ten (10) business days of the date hereof with acceptance endorsed on said copy by the signature of an authorized representative of the Grantee.

**COLORADO HOUSING AND FINANCE AUTHORITY, a
body corporate and political subdivision of the State of
Colorado, solely in its capacity as the Program Administrator
for the AFFORDABLE HOUSING FINANCING FUND,**

Amended and Restated Grant Commitment
City of Grand Junction
December 2, 2024

**managed by the Colorado Office of Economic Development and
International Trade, a Colorado state agency**

OocuSigned by:

By: 
Steven L. Hoffman, Manager of Business Finance
Colorado Housing and Finance Authority

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City of Grand Junction
December 2, 2024

ACCEPTED:

CITY OF GRAND JUNCTION, COLORADO

By:  _____ Date: 11/26/2024
Andrea Phillips, Interim City  ager

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City of Grand Junction
December 2, 2024

Exhibit C: Program Reporting Requirements

Quarterly Reports are due the end of the first month after the end of each quarter, with the first report due on or before April 30, 2025.

The quarterly report will include:

1. Project-level details for each funding award:

a. Grantee/Recipient Name

b. The following Property Information, to the extent applicable:

- i. Project name (At the time of application & upon completion, if changed)
- ii. Project Street Address
- iii. City and county location
- iv. Housing type (homeownership and/or rental)
- v. Unit count and bedroom count for deed-restricted units. Unit count will be used to determine anticipated or actual households served.
- vi. Unit count and bedroom count for market-rate units.
- vii. Proposed units in each AMI Level and average AMI of the project.
Land Banking projects - indicate the proposed percentage of mixed-use.
- viii. Mixed-use properties provide a category of non-residential uses.
- ix. Environmental Sustainability Certification
- x. Electrification Level
- xi. Meets the transit-oriented development (TOD) definition (0.5 miles from public transit).
- xii. Meets the walkable neighborhood definition (0.5 miles from public transit).

2. Additional Project Details:

Confirm the following statutory priorities are satisfied by the Project: high density, mixed-income, and environmentally sustainable.

-high-density-informed by local density definitions and maximum allowable density based on local conditions

-mixed-income-commitment to serving a broad range of income levels within the development (70% of units must be affordable housing)

-environmental sustainability-environmental sustainability standard met

3. Project Status Details:

Confirm status of Project development and construction and inform the Authority of any update to number of planned affordable units. Once available, submit copy of complete development plan.

Exhibit D

EXHIBIT E

Ground Lease Requirements

The following is a general discussion and comments regarding provisions which the Colorado Housing and Finance Authority (the “**Authority**”) requires to be included in Ground Leases where the Authority will have a security interest only in the leasehold interest of the Borrower:

1. Any existing mortgage on the fee estate of the Ground Lessor must be subordinate to the leasehold estate of the lessee under the Ground Lease. The Ground Lease must prohibit the Ground Lessor from mortgaging the fee estate at a later date unless there is an express subordination of the Ground Lessor's fee mortgage to the lessee/borrower's interest under the Ground Lease. The Ground Lease must also prohibit the lessee/borrower from subordinating its leasehold estate to a subsequent mortgage of the fee obtained by the Ground Lessor. Ground Lessee's leasehold interest may not be subject to any encumbrances without Lender consent.
2. There must be no defaults pending under the terms of the Ground Lease, and an estoppel certificate must be obtained from the ground lessor to that effect. The Ground Lease must obligate the ground lessor to provide "estoppel" certificates when requested by a lender, to establish that there have been no unapproved changes in the Ground Lease, that the Ground Lease is in full force and effect, there are no known defaults, the date through which rent has been paid and other requirements established by the Authority. The Ground Lease may not be a sublease.
3. The Ground Lease must be in full force and effect. The remaining term of the Ground Lease, at the time of loan origination, must be at least ten years longer than the maturity date of the Loan. The Ground Lease or a Memorandum of Ground Lease must be recorded.
4. The Ground Lease must contain a non-merger clause providing that the Ground Lease does not terminate as to the Authority as leasehold mortgagee because of conveyance of the lessee/borrower's leasehold interest to the lessor or conveyance of the lessor's interest to the lessee/borrower.
5. Both the lessee/borrower's leasehold estate under the Ground Lease and the lessee/borrower's option to purchase the fee interest in the land, if any, must be assignable or transferable without the consent of the Ground Lessor, or, if assignment or transfer is limited, must permit assignment or transfer to the Authority as leasehold mortgagee and permit assignment or transfer by the Authority as leasehold mortgagee (after a foreclosure or a deed-in-lieu of foreclosure) to a purchaser at a foreclosure sale (other than the Authority) without the lessor's consent.
6. The Ground Lease must authorize a mortgage lien, and evidence must be provided which demonstrates that any consent, approval, or other action required under the Ground Lease in connection with the lien has been obtained or taken.

7. The Ground Lease must provide for written notice of default from the lessor to the Authority as leasehold mortgagee and a reasonable time (in addition to the time given to the lessee/borrower) and opportunity for the Authority as leasehold mortgagee to cure any default under the Ground Lease that may allow the Ground Lessor to terminate the leasehold, including, in the case of a default that can be cured by the leasehold mortgagee only by obtaining possession, a sufficient period of time for the Authority as leasehold mortgagee to obtain possession. The Ground Lease must require the Ground Lessor to give notice of all Borrower defaults to the Ground Lease mortgagee as a condition of the validity of the Ground Lessor's exercise of remedies for such default. The Ground Lessor must forward to the Ground Lease mortgagee a copy of any notices it sends to the Ground Lessee other than rent and other periodic billing notices. The Ground Lease must also obligate the lessor to enter into a new lease on the same terms with the same priority with the leasehold mortgagee if the original lease terminates because of default not curable by the leasehold mortgagee, or provide for no termination for any non-curable default so long as no default in rental payment exists. The Ground Lease should not contain any obligations or requirements that the Authority as leasehold mortgagee could not cure, such as the lessee/borrower's bankruptcy, or condemnation or casualty loss or a change in management.
8. The Ground Lease must provide that leasehold mortgagee receive notice upon commencement of condemnation proceedings. The Deed of Trust must provide for and the Ground Lease must permit payment to the Authority as leasehold mortgagee of any condemnation award to which the lessee/borrower is entitled. The Ground Lease must set forth the formula for allocating the condemnation award between the Ground Lessor, the tenant and the Ground Lease mortgagee for both partial and total condemnation. The formula must be acceptable to the Ground Lease mortgagee. This payment must not be less than the total award, minus the value of the remainder interest in the land considered as unimproved. The Ground Lease must provide that a Ground Lease mortgagee has the right to supervise and control the receipt and disbursement of condemnation awards. The Ground Lease must provide that a Ground Lease mortgagee has a right to participate in any condemnation proceedings and settlement discussions.

In the event of a partial taking, the Ground Lease must not terminate and must permit, and the Deed of Trust must require the lessee/borrower to rebuild and restore the improvements on the mortgaged premises unless the Authority as leasehold mortgagee consents to distribution of the proceeds. In that event, the proceeds must be applied as provided in the Loan Documents.
9. The Ground Lease must provide for the Authority's or Leasehold Mortgagee's right to foreclose without Ground Lessor consent and acquire the lease in its own name or in the name of a nominee upon foreclosure or assignment in lieu of foreclosure.
10. The Ground Lease must provide that it cannot be amended, modified, cancelled or terminated without the consent of the Authority or leasehold mortgagee. The Ground Lease must allow amendments to be made upon request by leasehold mortgagee if such requested amendment does not materially adversely affect the Ground Lessor's rights.

11. The Ground Lease must provide that the Ground Lessor agrees not to accept a voluntary surrender of the lease or termination of the Ground Lease at any time when the leasehold estate is encumbered by a leasehold mortgage.
12. If the Ground Lease contains a renewal option or an option to purchase, the Authority or leasehold mortgagee must have the right to receive notice from the lessor in the event the lessee fails to exercise the option and, for 30 days thereafter, to exercise the option itself. The Authority or leasehold mortgagee must have the right to exercise any option to purchase without the joinder of Borrower.
13. The leasehold mortgagee should have no personal liability under the lease, at least until it becomes a mortgagee in possession or the tenant under a new lease. The Ground Lease must provide for an automatic release of a foreclosing ground leasehold mortgagee and purchasers at a foreclosure sale or transferee who receives an assignment in lieu of a foreclosure.
14. In the event of a partial casualty or condemnation, the Ground Lease must provide that it cannot be terminated and that the insurance proceeds or condemnation award will be paid to the Authority or leasehold mortgagee. Authority/Leasehold mortgagee must have control of insurance proceeds and can apply to pay loan in full. The Ground Lease must provide that a Ground Lease mortgagee has the right to participate in adjustment of losses as to casualty proceeds. Insurance proceeds that remain after the restoration is completed must go to Borrower (subject to the Ground Lease mortgagee's lien) rather than to the Ground Lessor. Must have reasonable time limit for commencing restoration or opting out of restoration.
15. A default under the Ground Lease will be a default under the lessee/borrower's loan documents.
16. Rent under the Ground Lease should be a fixed amount (not a percentage rent). The Ground Lease must not contain rent escalation provisions based on the cost of living (or other indices) and rent may not increase so that the Debt Service Coverage Ratio applicable to the Loan falls below the debt service coverage used in the calculation of the Loan amount. Any rent increase should be for a sum certain at a specific date or time interval.
17. An ALTA Leasehold Loan Policy or an ALTA Loan Policy with a CLTA 107.5 endorsement must be obtained. The Policy must: (i) reflect the status of the fee interest as well as insure the lessee's interest and the lessee's option, if any, to purchase the fee interest in the related land; (ii) insure that the lease is not subordinate to any lien or encumbrance (other than the deed of trust of the Authority) and (iii) otherwise satisfy any other Authority requirements..
18. The Ground Lease should not contain any unreasonable restriction on the use of the real property, such as maintaining the property for affordable housing purposes only.

19. The Ground Lease must provide that all Improvements belong to the Ground Lessee and that the Ground Lessee has the right to alter, improve and modify the Improvements without the Ground Lessor's consent.
20. If the Property contains commercial space, the Ground Lease must contain reasonable, objective standards requiring the Ground Lessor to grant non-disturbance and attornment agreements to commercial tenants.
21. Subleases should be specifically permitted under the Ground Lease. Ground Lease Lessor must agree to non-disturbance of sublessees.
22. The Ground Lease must contain no other terms or conditions that, although not specifically set forth in this Exhibit E, would be unacceptable to a prudent commercial lender in the area in which the Property is located.











CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

AN ORDINANCE LEASING +/-3 ACRES OF CITY PROPERTY TO RURAL HOMES LOCATED AT 450 28 RD, GRAND JUNCTION, COLORADO PURSUANT TO VOTER APPROVAL

RECITALS:

In January 2025, the City of Grand Junction acquired the 21.78-acre Salt Flats property to support future affordable and attainable housing development. Pursuant to this Ordinance and the lease approved hereby and herewith, a portion of the property, +/-3 acres, is leased ("Property Lease 1") to Rural Homes, an experienced affordable for-sale housing developer, for the development of approximately 48 deed-restricted for-sale homes targeted to households at or below 100% AMI.

In November 2023, City voters approved an amendment to the City Charter allowing the City to lease property by ordinance for affordable and/or workforce housing, as defined by the City Council, for a term not to exceed ninety-nine years. The City Council, having been duly advised in the premises, finds that the development facilitated with Property Lease 1 is for affordable and/or workforce housing as defined by the Council.

Rural Homes' proposal includes 48 lots across two parcels totaling +/-3 acres, consisting of approximately 10 single-family detached homes and 38 duplex homes, each with two on-lot parking spaces. The neighborhood design incorporates a mix of alley-loaded and front-loaded homes, ADA-compliant single-story ranch homes, and a family childcare home with a dedicated play yard and storage shed. Homes will meet all-electric, solar-ready Zero Energy Ready Home specifications. Rural Homes emphasizes long-term affordability through deed restrictions, appreciation caps, and avoidance of HOAs/metro districts.

Rural Homes anticipates, pending financing award, Phase 1 completion in Winter 2026 and Phase 2 by Spring 2027, coordinated with the broader site's infrastructure timeline and master plan.

The City Council, by and with approval of this Ordinance, confirms and ratifies the actions described in Property Lease 1 and finds that the lease advances public purposes and community interests, in furtherance of the development of the Salt Flats property for affordable housing and consistent with the purposes authorized by the voters.

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

Incorporating the foregoing Recitals, the City Council does confirm and ratify the actions heretofore taken and more particularly described in the lease agreement by and between Rural Homes and the City of Grand Junction (Property Lease 1), a copy of which is attached

and incorporated by this reference as if fully set forth, leasing the property therein described.

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

Introduced on first reading this ___ day of October 2025 and ordered to be published in pamphlet form.

Adopted on second reading this ___ day of October 2025 and ordered published in pamphlet form.

Cody Kennedy
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #6.a.ii.

Meeting Date: October 1, 2025
Presented By: Tamra Allen, Community Development Director
Department: Community Development
Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

An Ordinance Concerning the Reinstatement and Extension of the Corridor Infill Incentive for the Landing on Horizon Project by APR Grand Junction 3, LLC

RECOMMENDATION:

Staff recommends review and consideration of the Ordinance concerning reinstatement and extension for the landing on Horizon project.

EXECUTIVE SUMMARY:

On September 7, 2022, the City Council adopted Resolution 74-22, creating a new Corridor Infill Incentive and Formula for Calculating the Incentive. The resolution included specific corridors in and near downtown, as well as in the Horizon Drive Overlay. The City received on November 4, a request by APR Grand Junction 3, LLC to utilize the Level 4 - Corridor Infill Incentive for a 168-unit multifamily apartment project called Landing on Horizon on 8.3 acres located at 2805 Printers Way, 768 Hilaria Avenue, and 773 Horizon Drive. The City Council, by Ordinance No. 5119, approved a corridor incentive in the amount of \$1,529,974 for the Landing on Horizon project. The associated agreement provided that the incentive would be provided so long as the developer completed the project by June 28, 2025. The developer has not fully met the timeline, and the agreement has expired. However, the developer, when provided notice, is now requesting an extension of the agreement until December 1, 2025.

BACKGROUND OR DETAILED INFORMATION:

The City and APR Grand Junction 3, LLC entered into an agreement that was approved by Ordinance No. 5119 and dated March 20, 2023. The agreement provided the City would pay, consistent with the City's Corridor Infill Incentive in place at the time the project fees of \$1,529,974. The agreement provided that the project would be complete, as evidenced by Certificate of Occupancy for all units, within 23 months from the

commencement date. The commencement date was July 28, 2023 — the day the City issued site plan approval for project SPN 2022-913 which gave rise to a completion date of June 28, 2025. The project still has two residential buildings (buildings 3 and 4, totaling 56 units) and two garage units (16 stalls) that are incomplete.

The representative for APR Grand Junction 3, LLC has requested an extension of the completion date to December 1, 2025, citing site geotechnical issues and building permit delays. It is anticipated these will be completed prior to the end of the year.

FISCAL IMPACT:

The incentive amount of \$1,529,974 is the total of \$631,290 in sewer plant investment fees; \$665,784 in fire, police, parks, and TCP impact fees; and \$232,900 in open space fees. Under the Agreement, the fees will be "waived" to the developer and will be paid instead by the City. The infill incentive fund was originally funded in the 2023 budget by the sale of the Dos Rios property.

SUGGESTED MOTION:

I move to (Adopt/Deny) Ordinance No. 5278 reinstating and extending the Corridor Infill Incentive agreement with APR Grand Junction 3, LLC for the property located at 2805 Printers Way, 768 Hilaria Avenue, and 773 Horizon Drive (Parcel 2705-312-03-002), Grand Junction, Colorado, and approving all actions heretofore taken in connection therewith on final passage and order final publication in pamphlet form.

Attachments

1. Extension Request APR Grand Junction 3, LLC August 2025
2. Building Permit status
3. Progress check-in email
4. APR Grand Junction Agreement
5. ORD 5119
6. Landing on Horizon Map
7. Resolution No. 74-22
8. ORD-Extending Landing on Horizon 20250910



August 28, 2025

VIA Fed Ex and Email

Mike Bennett
Mike.bennett@gjcity.org
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

970-244-1509

RE: APR Grand Junction 3, LLC – Development Agreement- Request for an Extension of the Completion Date for the Landings on Horizon Multifamily Apartment Project

Dear Mr. Bennett:

I represent APR Grand Junction 3, LLC (the “Owner”) which is developing the 168-dwelling unit multifamily apartment project (the “Project”) located generally at 773 Horizon Drive in Grand Junction, CO. Construction of the project is nearing completion and the Owner seeks an extension of the “Completion Date” as set forth in the Development/Redevelopment Agreement dated March 20, 2023.

A. Development/Redevelopment Agreement

The Owner and the City of Grand Junction (the “City”) entered into that Development/Redevelopment Agreement dated March 20, 2023 (the “Agreement”) pertaining to the development of the Project. Pursuant to Ordinance No. 5119 passed on January 4, 2023, the City approved the Agreement. Among other things, the Agreement includes the agreement of the City to waive “Fees”, subject to a Fee Cap of \$1,529,974. The term “Fees” includes, without limitation, any City application fees, impact fees, development review fees or fees imposed as a condition of the issuance of a City Planning Clearance... .

B. Completion Deadline.

Pursuant to paragraph 2 (a) of the Agreement, the Owner agreed to achieve "Completion" of the Project on or before the "Completion Deadline" which required completion of construction within "twenty-three (23) calendar months after the "Date of Commencement". This later term is subject to the "Commencement Deadline" of three (3) calendar months after the Owner "receives site plan approval from the City".

C. Timeline

The Owner received the site plan approval pursuant to #SPN 2022-913 received July 28, 2023. However, due to site geotechnical issues and the delay in the processing of the application for the building permits, the City did not issue the building permits for actual construction until **February 15, 2024**. The Owner received the building permits for the 6 residential structures and the 6 garages on February 15, 2024. The building permit for the Project clubhouse was issued on the following date of February 16, 2024

In addition, notwithstanding the fact that the Owner obtained a full and extensive pre-construction Geotechnical Study and Report, conditions exposed during the site grading required substantial changes and enhancements to the footings and foundations supporting the structures. The site conditions encountered required further design from the project civil engineer which resulted in additional delay and material increased project cost to the Owner.

D. Request

Paragraph 2(b) of the Agreement permits the Owner to apply to the City for an extension of either the Commencement Deadline or the Completion Deadline. The issue faced by this Project was not the commencement of construction since site grading for the Project was underway prior to the Commencement Deadline. However, the Owner hereby requests an **extension of the Completion Deadline to December 1, 2025**. Such a Completion Deadline results in a construction period of 21.5 months as measured from the issuance of the Building Permits.

The Project's General Contractor has completed construction of the 5th residential building as this last week of August 2025 and it is waiting for its issuance of Certificate of Occupancy by the City. We have been informed that this structure has passed the City inspections.

The 6th and last residential building is scheduled for final completion by October 17 and the Owner expects to have the Certificate of Occupancy issued by November 1, 2025.

Thus, the request is made to the City for an extension of the Completion Deadline until December 1, 2025. The Landings on Horizon multifamily project construction phase has gone smoothly once construction was able to commence. Further, the Project has been well-received by the residents of Grand Junction as a needed housing option in the northeast part of the city.

Please let me know if you have any questions or need additional information.

Thank you.

Sincerely,



Tom Huston
General Counsel

CC

Tamra Allen, Community Development Director

John Shaver, City Attorney

Craig Reid, Manager of APR Grand Junction 3, LLC

Ross Anthony, President Anthony Properties Realty

Brian Shui, Anthony Properties Realty

Building Permit status – Landing on Horizon

i	Record #	Status	Description	Created	Issued	Project Type	Record Type	Record Subtype	Address
<input type="checkbox"/>	PM25-0825	Issued	10' MONUMENT SIGN	02/20/2025	02/26/2025	Permitting	Commercial	Fence/ Sign/ Pool	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3337	Finald	Tenant Pool	06/26/2023	04/05/2024	Permitting	Commercial	Other	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3323	Finald	Garage #6 8 stall THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Service Station/ Parking Garage	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3322	Finald	Garage #5 - 8 stall THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Service Station/ Parking Garage	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3321	Issued	Garage #4 - 8 stall THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Service Station/ Parking Garage	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3320	Issued	Garage #3 8 stall THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Service Station/ Parking Garage	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3319	Finald	Garage #2 - hcp accessible THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Service Station/ Parking Garage	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3318	Finald	Garage #1 - hcp accessible 8 stall THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Service Station/ Parking Garage	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3316	Finald	Clubhouse THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Commercial/Assembly	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3315	Finald	Bldg 6 - New 28 plex apartment THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Multi-Family	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3313	Finald	Bldg 5 - New 28 plex apartment THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Multi-Family	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3312	Issued	Bldg 4 - New 28 plex apartment THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Multi-Family	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3311	Issued	Bldg 3 - New 28 plex apartment THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Multi-Family	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3310	Finald	Bldg 2 - New 28 plex apartment THE LANDING ON HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Multi-Family	777 HORIZON DR, GRAND JUNCTION, CO 81506
<input type="checkbox"/>	PM23-3308	Finald	Bldg 1 - New 28 plex apartment THE LANDING AT HORIZON	06/23/2023	02/16/2024	Permitting	Commercial	Multi-Family	777 HORIZON DR, GRAND JUNCTION, CO 81506

Tamra Allen

From: Tamra Allen
Sent: Monday, July 29, 2024 9:32 AM
To: 'Brian Shiu'
Subject: RE: Landing on Horizon

Great, thanks for the update.

Tamra Allen, AICP
Community Development Director
City of Grand Junction
250 N. 5th Street
P: 970-256-4023
gjcity.org | [EngageGJ](https://www.engagegj.com)



From: Brian Shiu
Sent: Friday, July 26, 2024 2:51 PM
To: Tamra Allen
Subject: RE: Landing on Horizon

⚠ **EXTERNAL SENDER** ⚠

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

Hi Tamra,

I apologize for not responding sooner. The Landing is making good progress despite several unforeseen underground issues that have caused some delays. I haven't looked at the incentive lately but we should be well within the timeline for completion of the project. Thanks.

BBS

Brian B. Shiu
Anthony Properties
214-432-9514 direct
214-803-2678 cell

From: Tamra Allen <tamraa@gjcity.org>
Sent: Monday, May 13, 2024 3:15 PM
To: Brian Shiu <brian@anthonyproperties.com>
Subject: Landing on Horizon

Hello, Brian. I was wondering if you could provide an update for me on the progress of the Landing on Horizon, particularly as it relates to the development incentive and when you anticipation completion of the project.

Thank you,

Tamra Allen, AICP

Community Development Director

City of Grand Junction

250 N. 5th Street

P: 970-256-4023

gjcity.org | [EngageGJ](#)





PERRY REID PROPERTIES

March 10, 2023

VIA Fed Ex

Ms. Tamra Allen
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
970-244-1509

RE: APR Grand Junction 3, LLC – Development Agreement

Dar Ms. Allen:

At the request of Brian Shiu and on behalf of APR Grand Junction 3, LLC, I enclose the following which have been signed by Craig Reid as the Manager of the company:

1. Development/Redevelopment Agreement pertaining to the property located generally at 773 Horizon Drive; and
2. The Memorandum of Development/Redevelopment Agreement for recording purposes.

Please obtain the signature of the City and return an executed copy to me for my records.

Please let me know if you have any questions or need anything further.

Tom Huston
General Counsel

Filed & Held by the
city clerk on
3/31/2023

Recording Requested By
And When Recorded Return To:
APR Grand Junction 3, LLC
c/o Craig Reid
9200 Andermatt Drive
Lincoln, NE 68526

MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT is made as of March 20, 2023, by and among APR Grand Junction 3 LLC, a Nebraska limited liability company, or its successors and assigns permitted in accordance with Paragraph 9 (“**Developer**”), 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**.”

The Parties entered into that certain Redevelopment Agreement, dated March 20 2023 (the “**Development/Redevelopment Agreement**”) pertaining to the redevelopment of the real property described therein and on Exhibit A, attached hereto (the “**Property**”). All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the City has agreed to waive certain Fees, not to exceed the Fee Cap with such obligation being contingent upon Developer having Commenced and Completed construction of the Project by the Commencement Deadline and Completion Deadline, respectively.

This Memorandum 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 Memorandum. Additionally, a copy of an executed original Memorandum 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.

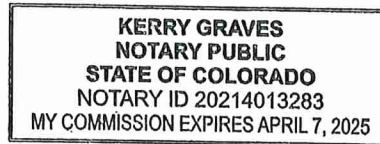
Nothing in this Memorandum shall be deemed or interpreted to amend the Redevelopment Agreement. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Redevelopment Agreement, the terms and conditions of the Redevelopment Agreement shall supersede and control. The purpose of this Memorandum is merely to provide notice of the existence of the Redevelopment Agreement.

[Remainder of page blank; signature pages follow]

The Parties hereby execute this Memorandum of Development/Redevelopment Agreement by their duly authorized representatives as follows:

City of Grand Junction, Colorado


Mayor



STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this 20th day of March 2023, by Anna Stout as Mayor of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal.


Notary Public

My commission expires: April 07, 2025

(SEAL)


City Clerk

March 29, 23
Date

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this _____ day of _____, 2023, by _____ as City Clerk of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal.

Notary Public

My commission expires: _____

(SEAL)

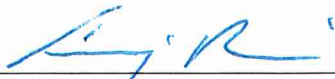
Developer

APR Grand Junction 3 LLC

a Nebraska limited liability company

By: APR Grand Junction 3 LLC
a Nebraska limited liability company,

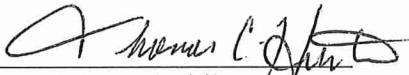
By:


Craig Reid, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this 10 day of March 2023, by Craig Reid as Manager of APR Grand Junction 3 LLC, a Nebraska limited liability company.

Witness my hand and official seal.



Notary Public

My commission expires:

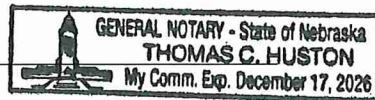


EXHIBIT "A"

Legal Description

Lot 3, H & H Subdivision (Reception No. 2824156)

Lot 2, H & H Subdivision (Reception No. 2828885)

A portion of Lot 2, C H Four Commercial Park, Filing No. 3 (Reception No. 1431629)

All parcels of which are located in Lots 1 & 2 of Section 31, Township 1 North, Range 1 West,
Ute Meridian, Grand Junction, Mesa County, Colorado.

DEVELOPMENT/REDEVELOPMENT AGREEMENT

**2805 PRINTERS WAY, 768 HILARIA AVENUE 773 HORIZON DRIVE (ALSO
IDENTIFIED AS/WITH MESA COUNTY TAX PARCEL NUMBER 2705-312-03-002),
GRAND JUNCTION, COLORADO**

This DEVELOPMENT/REDEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of March 20, 2023 (“**Effective Date**”), is made by and among APR Grand Junction 3 LLC, a Nebraska limited liability company, or its successors and assigns permitted in accordance with Paragraph 9 (“**Developer**”) 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 the owner of certain real property known as 2805 Printers Way, 768 Hilaria Avenue and 773 Horizon Drive (the Property identified as/with Mesa County Tax Parcel number 2705-312-03-002) Grand Junction, Colorado, and as described and depicted in Exhibit A, attached hereto (hereinafter known as the “**Property**”); and,

WHEREAS, Developer has applied to the City for an Infill Incentive pursuant to Resolution 74-22, and such application is attached hereto as Exhibit B (the “**Infill Incentive Application**”); and,

WHEREAS, consistent with the City’s Comprehensive Plan and Resolution 74-22 the City has established and adopted an area within the community known as the *Corridor Infill Boundary Area* and certain *Corridor Infill Policies* which the City has identified property conditions that warrant support to stimulate reinvestment; and,

WHEREAS, the Property is also located within the Infill Boundary Area; and

WHEREAS, the Developer intends to redevelop the Property as a multi-family residential project, featuring at least 168 residential units, together with related amenities (collectively, the “**Project**”); and

WHEREAS, the Developer has outlined a preliminary financing plan (the “**Preliminary Financing Plan**”) and such plan is attached hereto as Exhibit C (the “**Preliminary Financing Plan**”), which evidences to the City that the Developer has the financial capacity to undertake the Project; and,

WHEREAS, construction of the Project will ensure the availability of housing to area 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 Community Development Department has reviewed the conceptual plans for the Project attached hereto as Exhibit D (the “**Conceptual Plans**”), and determined the

Project is substantially consistent with the City's Zoning and Development Code and will further stated goals and policies of the City's 2020 One Grand Junction Comprehensive Plan; and,

WHEREAS, the Parties acknowledge that the final design of the Project will be subject to the City's entitlement and permitting process; and

WHEREAS, the City Council has determined that the acquisition, construction, and installation of the Project will serve a public purpose and contribute to the redevelopment of the City.

NOW, THEREFORE, the Parties hereto, for themselves, 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:

DEFINITIONS

1. **"Code"** or **"GJMC"** means the zoning and development regulation of the City in effect as of the date of the application for the Project.
2. **"Commence"** **"Commenced"** or **"Commencement"** means the beginning of on-site physical construction of the Project, including without limitation demolition of existing structures.
3. **"Complete"** **"Completed"** or **"Completion"** means issuance of temporary or final certificates of occupancy for all buildings within the Project.
4. **"Conceptual Plans"** are/consists of the documents marked and attached to this agreement as Exhibit D.
5. **"Fees"** means fees imposed by the City with respect to the development of the Project, including, without limitation, any City application fees, impact fees (e.g., Parks & Recreation, Fire, Traffic, Park Dedication, etc.), development review fees, fees imposed as a condition to the issuance of a City Planning Clearance or other permit and tap fees, as defined, and described as a Level 4 incentive in accordance with Resolution 74-22.
6. **"Fee Cap"** means \$1,529,974
7. **"Preliminary Financing Plan"** is attached to this agreement as Exhibit C.
8. **"Project"** has the meaning assigned to such term in the Recitals.
9. **"Property"** the real property that is depicted and described in Exhibit A hereto.

AGREEMENT

1. Waiver of Fees. In consideration of the terms of this Agreement, the City hereby waives, and/or shall cause the payment of Fees, not to exceed the Fee Cap as provided herein.

2. Development Deadlines.

a. 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 certain phases of the Project, and to Commence and 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. If, subject to Paragraph 21 below, Developer fails to Commence the Project on or before the date that is three (3) calendar months after Developer receives site plan approval from the City ("**Commencement Deadline**"), or thereafter, fails to Complete the Project within twenty-three (23) calendar months after the date of Commencement ("**Completion Deadline**"), then Developer shall neither be entitled to receive a waiver of, nor shall the City be obligated to pay on behalf of the Developer or any successor(s) or assign(s), any Fees, regardless of whether the Fees accrue or accrued prior to or after expiration of the Commencement Deadline or the Completion Deadline, as applicable.

b. Notwithstanding the foregoing, Developer may request an extension of either the Commencement Deadline and/or the Completion Deadline by delivering a written request for the same to the City Manager to schedule for consideration by the City Council at the next scheduled City Council meeting. Any extension may be granted only with prior City Council approval.

3. Terms and Conditions of Agreement, Default: In the event a Party fails or refuses to perform according to the terms of this Agreement, that Party shall be declared in default. In the event of a default, the defaulting Party is permitted thirty (30) calendar days 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.

4. 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.

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

6. 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: Greg Caton
 250 North 5th Street
 Grand Junction, CO 81501
 Email: gregc@gjcity.org

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

For Developer: APR Grand Junction 3 LLC
 9200 Andermatt Drive
 Lincoln, NE, 68526
 Attn: Craig Reid

7. 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.

8. 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.

9. 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, 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 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, 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 9.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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, 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.

23. 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.

24. 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 Nebraska and with full power to enter into and to perform its obligations under this Agreement.

iv. **No Breach or Prohibition.** To 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 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.

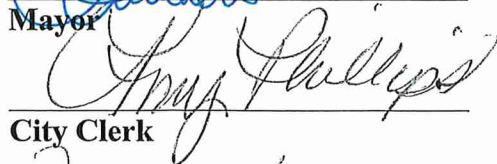
iv. **No Breach or Prohibition.** To the City's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the City. To the City's actual knowledge, 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, Colorado



Mayor



City Clerk



Date

Developer

APR Grand Junction 3 LLC
a Nebraska limited liability company

By: 
Craig Reid, its Manager

Approved as to Substance:



City Manager

Approved as to Legal Form:



City Attorney

Approved as to Availability of Funds:



Director of Finance

EXHIBIT A

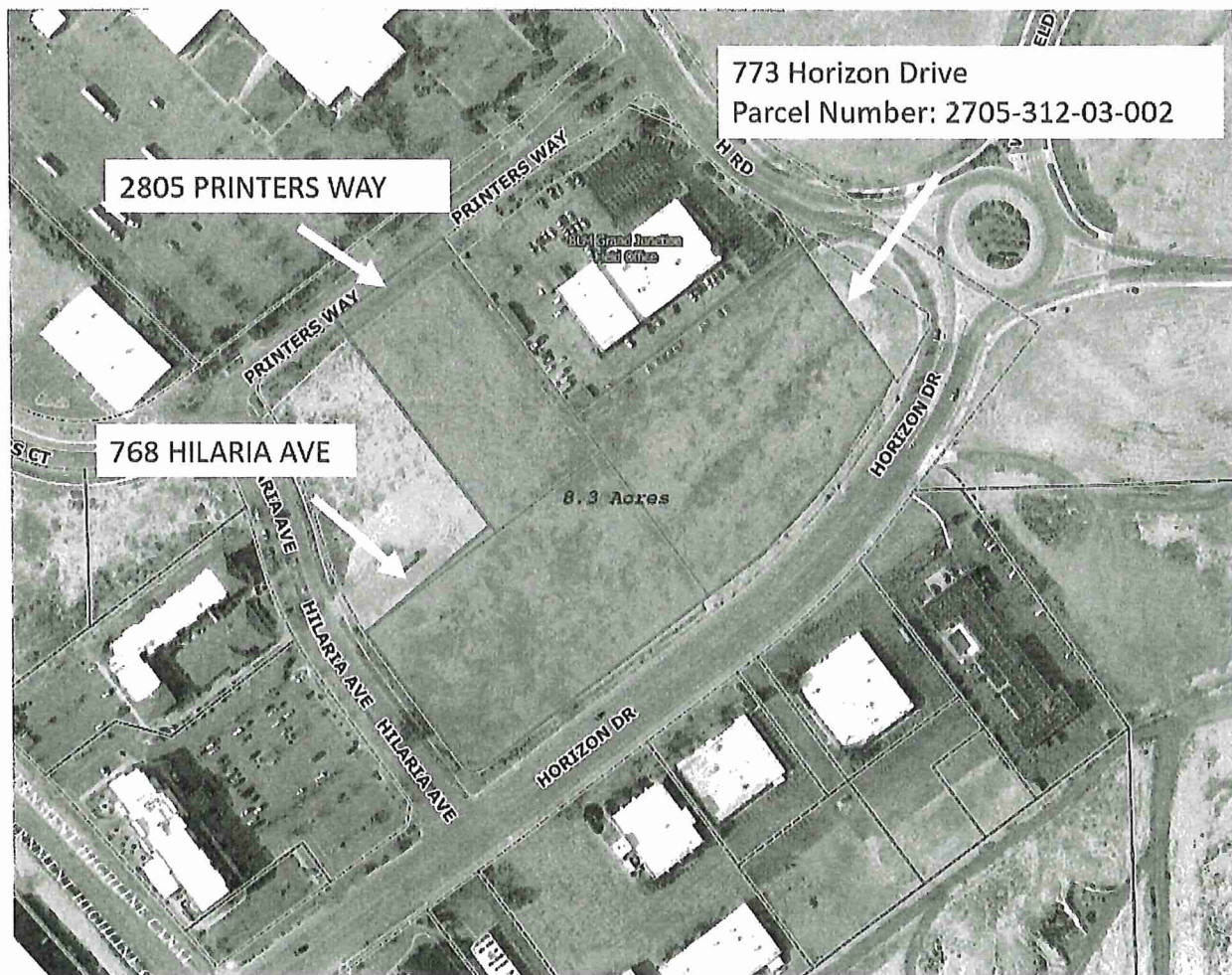
Legal Description and Depiction

Lot 3, H & H Subdivision (Reception No. 2824156)

Lot 2, H & H Subdivision (Reception No. 2828885)

A portion of Lot 2, C H Four Commercial Park, Filing No. 3 (Reception No. 1431629)

All parcels of which are located in Lots 1 & 2 of Section 31, Township 1 North, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado.



Ex. A - 1

EXHIBIT B

Infill Incentive Application

Application for Corridor Infill Incentive Project

Please select year Project
is seeking funding

2023

Project Name The Landing on Horizon

Property Address/Parcel
Identification Number 2805 Printers Way, 768 Hilaria Avenue and PIN 2705-312-03-002

Property Ownership APR Grand Junction 3 LLC

Developer/Entity Name APR Grand Junction 3 LLC

Developer/Entity Email
Address brian@anthonyproperties.com

Developer/Entity Phone
Number 2148032678

Developer/Entity Mailing
Address 9200 Andermatt Drive, Lincoln, NE, 68526

Description of how the
Project will address the
City's redevelopment and
infill goals. The Project
description shall include
but not be limited to, an
explanation of the square
footage, uses and unit
type and count.

In short, this project will be very similar in nature to The
Railyard at Rimrock and The Slate on 25.

The project addresses the City's infill goals by providing some
much-needed multifamily housing in one of the corridors
specifically identified by this incentive. Not only does will this
project provide housing but it will also take a forever-vacant
property and turn it in to a productive property.

The proposed project is called The Landing on Horizon which
will be a 196 unit, Class A multifamily community. The 196
residential units will be divided between six buildings, each of
which will contain studio, 1br and 2br units. There is one 3br
unit per building. Each building will also have 8 "tuck-under"
garages which are within the building's footprint as well as one
detached 8-bay garage. There will of course be surface parking
as well.

In addition to the residential buildings, there will be a separate clubhouse with amenities such as a swimming pool, fitness center, workspace, etc. The clubhouse will also house the full time property manager and leasing agent.

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.

The project needs to obtain site plan approval from the City as the only remaining entitlement needed. Currently, we expect to make our submittal by mid-November, if not sooner. It is anticipated that final site plan will be approved in January 2023 and groundbreaking would commence shortly thereafter. The project is not dependent on obtaining any other grant funding.

For a project of this size, it will take about 18-22 months to complete construction with the first buildings being delivered about 10 months after groundbreaking. The project will not be phased and should deliver a new residential building every 45-60 days after the first one.

The only remaining uncertainty is the overall cost of the project. Our general contractor is about to send the project out for pricing so we should know in about 45 days if it is within the budget. This incentive will undoubtedly help lower the overall costs.

Description of the developer's experience with and capacity to implement the proposed Project.

The developer is Anthony Properties from Dallas, TX. We have a 37 year history of successfully completing projects of various kinds including retail, shopping centers and many movie theatres. Anthony Properties has been in the Class A multifamily space for about 8 years and has successfully delivered five communities, one of which is The Railyard on Rimrock in Grand Junction. We have two more under construction currently, including The Slate on 25 which is also in Grand Junction.

Additionally, we have four more projects in the entitlement phase in New England - one in Massachusetts and three in Connecticut.

We have the manpower and financial ability to construct and complete multiple projects at the same time. Our capacity is really limited only by the amount of time it takes to get a new project through the entitlement stage.

Amount of the incentive being requested.

Per Attachment B of Resolution No. 74-22 which adopts a new corridor infill incentive, we are requesting a Level 4 incentive.

A preliminary financing plan including project budget and a 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.

Please see the attached supplemental documents 1 and 2 for the budget and lender letter.

Our financing plan is such that we will close on the purchase of the property with our own funds and secure construction financing for the construction of the project. We have plenty of capital to put the required 25% equity into the construction loan and have several sources for that construction loan, all of whom we have worked with before.

Once the property is fully built and occupied, we will refinance with permanent debt and retire the construction loan.

Supplemental Document
1

[Landing Development Costs 110122.pdf](#)

Supplemental Document
2

Field not completed.

Supplemental Document
3

[jekann 2022-10-24-16-34-18.pdf](#)

Supplemental Document
4

Field not completed.

Supplemental Document
5

Field not completed.

Supplemental Document
6

Field not completed.

Supplemental Document
7

Field not completed.

Supplemental Document
8

Field not completed.

EXHIBIT B
Infill Incentive Application (Supplemental Information)

Financing: Construction of The Landing will be financed using a combination of Anthony Properties equity and lender financing. For this project, we have two lenders vying for our business to finance it. One of them is the same lender who is financing The Slate on 25 and the other has previously financed deals with the property management company we use. We expect commitment letters from both of them on Dec. 15 showing a 75/25 debt/equity ratio, which is lower than most developers request. Anthony Properties has ample equity to meet this loan requirement on hand and does not need to seek equity partners or raise equity in any way. We will choose our construction lender shortly after Dec. 15 and once a lender is chosen, it will take approximately 45 days before the construction loan closes.

Timing: Once the construction loan closes, construction can begin immediately after. As it is with all of our projects, we will build the entire project all at once which will consist of 168 residential units along with amenities such as a clubhouse, swimming pool, fitness center, detached garages and bike storage. Construction of the buildings will take place sequentially where one building follows the next so that residential buildings are completed and turned over to us approximately every 45 days. The first residential building and clubhouse are delivered about 10 months after construction begins so that we can have the staff on hand as the first residents move in. Unless there are unforeseen circumstances that delay construction, the project should be completed around 20 months after groundbreaking.

Below is an estimated schedule but it should be noted that starting in the heart of winter could delay the project. Also, supply chain can always change completion schedules.

Groundbreaking	Feb. 1, 2023
Sitework	8 weeks
Commencement of vertical construction	Apr. 1, 2023
Delivery of clubhouse and Building 1	Feb. 1, 2023
Delivery of Building 2	Mar. 15, 2024
Delivery of Building 3	May. 1, 2024
Delivery of Building 4	Jun. 15, 2024
Delivery of Building 5	Aug. 1, 2024
Delivery of Building 6	Sep. 15, 2024

Incentive: While our other recent project, The Slate, was an expensive project as well, interest rates were considerably lower when that construction loan locked and that site is in a Federal Opportunity Zone. With inflation and interest rates still rising and negatively affecting construction costs, The Landing is dependent on receiving this incentive or it simply will not be feasible.

1. Grand Junction APR 3, LLC has not secured a construction estimate it is unknown if this is a Level 4 grant and/or if the project will proceed;
Do you have any additional information/evidence you can supply that indicates confidence in the cost estimate you provided in your application.

We received our cost estimates from the general contractor for The Landing. Unfortunately, they are some \$3,000,000 over what was projected in the submittal for this incentive, pushing our total costs to over \$41,000,000. I have attached the estimate we received last night.

2. The application for the incentive says that APR Grand Junction 3 LLC owns the properties, it does not, which was confirmed by Mr. Shui last week.
Are you able to provide any additional information that indicates you have authority to act on behalf of the property owners?

Anthony Properties Realty Inc. has contracted to purchase the property and therefore has an equitable interest in the property. Our contract specifically states on Page 8, Section 12 that we may pursue all applications and requests with governmental agencies. The second attachment is a redacted version of one of the contracts for your reference.

3. It is not clear from the application, or Mr. Shui's supplemental information, what the entity structure/relationship is between Anthony Properties and APR and/or the financing structure. Grand Junction APR 3 LLC is not a Colorado entity. For paragraph 24 a) (iii) the entity structure needs to be clarified and in turn hopefully the financial details will be disclosed.

Anthony Properties Realty Inc. is a development entity. As required by lenders, and for tax purposes, each project is held in a single-purpose entity (APR Grand Junction 3 LLC in this case). The development agreement provides for assignment of the DA to such entity.

12/16 from resa@anthonyproperties.com

"... I want to confirm that the number of units is 168 for The Landing."

EXHIBIT E

Form of Memorandum of Redevelopment Agreement

Recording Requested By
And When Recorded Return To:

MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT is made as of _____, 2023, by and among APR Grand Junction 3 LLC, a Nebraska limited liability company, or its successors and assigns permitted in accordance with Paragraph __ (“**Developer**”), 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**.”

The Parties entered into that certain Redevelopment Agreement, dated _____, 2023 (the “**Development/Redevelopment Agreement**”) pertaining to the redevelopment of the real property described therein and on Exhibit A, attached hereto (the “**Property**”). All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.


Pursuant to the Redevelopment Agreement, the City has agreed to waive certain Fees, not to exceed the Fee Cap with such obligation being contingent upon Developer having Commenced and Completed construction of the Project by the Commencement Deadline and Completion Deadline, respectively.

This Memorandum 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 Memorandum. Additionally, a copy of an executed original Memorandum 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. Nothing in this Memorandum shall be deemed or interpreted to amend the Redevelopment Agreement. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Redevelopment Agreement, the terms and conditions of the Redevelopment Agreement shall supersede and control. The purpose of this Memorandum is merely to provide notice of the existence of the Redevelopment Agreement.

[Remainder of page blank; signature pages follow]

The Parties hereby execute this Memorandum of Development/Redevelopment Agreement by their duly authorized representatives as follows:

City of Grand Junction, Colorado



Mayor


STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this 20th day of March, 2023, by Anna Stout as Mayor of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal. Kerry Graves

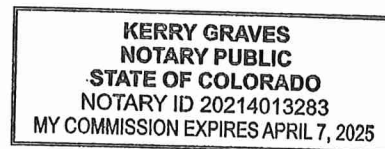
Notary Public

My commission expires: April 27, 2025

(SEAL)


City Clerk
March 20, 23

Date



STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this _____ day of _____, 2023, by _____ as City Clerk of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal. _____

Notary Public

My commission expires: _____

(SEAL)

[Signature Pages Continue]

Developer

APR Grand Junction 3 LLC

a Nebraska limited liability company

By: APR Grand Junction 3 LLC
a Nebraska limited liability company,

By: _____
_____, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this ____ day of ____, 2023, by _____ as Manager of APR Grand Junction 3 LLC, a Nebraska limited liability company.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

EXHIBIT "A"

Legal Description

Lot 3, H & H Subdivision (Reception No. 2824156)

Lot 2, H & H Subdivision (Reception No. 2828885)

A portion of Lot 2, C H Four Commercial Park, Filing No. 3 (Reception No. 1431629)

All parcels of which are located in Lots 1 & 2 of Section 31, Township 1 North, Range 1 West,
Ute Meridian, Grand Junction, Mesa County, Colorado.

EXHIBIT F

Form of Estoppel Certificate

To: APR Grand Junction 3 LLC, a Nebraska limited liability company (“**Developer**”)

From: CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”)]

Date: _____, 20__

Re: The Development/Redevelopment Agreement, dated as of ____, 2023, by and between Developer, and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

The City hereby certifies, warrants, represents, and agrees, as of the date hereof, as follows:

1. The Agreement is in full force and effect and has not been modified, supplemented, or amended in any way, except as expressly described above.

2. The Developer has timely and fully performed its obligations under the Agreement through the date of this Estoppel Certificate. There exists no default under, violation of, or failure to comply with the Agreement, and no event has occurred, or circumstance exists that, with the giving of notice or the lapse of time, or both, would constitute a default under, violation of, or failure to comply with the Agreement.

3. The Commencement Deadline is _____ and the Completion Deadline is _____.

4. The Developer Commenced the Project on _____ and Completed the Project on _____. [modify as applicable]

5. Through the date of this Agreement, [the City has waived or paid \$ _____ in Fees] in accordance with this Agreement.

6. The City hereby approves of the Developer’s assignment of the Agreement to _____. [OR] _____ is a Permitted Assignee under the Agreement. [modify as applicable]

7. The Agreement was approved by [the City at a public hearing held on _____ pursuant to Ordinance _____].

8. The City agrees that _____ days of Force Majeure delays have accrued under the Agreement.

9. The City has not assigned the Agreement.

Ex. F – 1

10. The undersigned is duly authorized to sign and deliver this Estoppel Certificate, and no other signature is required or necessary in connection with the execution and validity of this Estoppel Certificate. The representations and warranties of the City made in the Agreement are true, complete, and accurate as of the date of this Estoppel Certificate.

11. This Estoppel Certificate shall inure to the benefit of Developer and its successors, assigns, and lenders (the “**Reliance Parties**”), and the foregoing certificates, representations, warranties, and agreements shall be binding upon the City and its successors and assigns and inure to the benefit of the Reliance Parties.

[signature on following page]

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be executed as of the day and year first written above.

CITY SIGNATURE BLOCK

By:_____

Name: _

Title: __

EXHIBIT C

Preliminary Financing Plan

Construction of 168-unit project, *The Landing on Horizon* (Project) will be financed using a combination of Anthony Properties equity and lender financing. For the Project financing Anthony Properties has two lenders vying for the business.

One of them is the same lender who is financing *The Slate on 25* and the other has previously financed deals with the property management company Anthony Properties uses.

Anthony Properties expects commitment letters from potential lender on December 15, 2023, showing a 75/25 debt/equity ratio, which is lower than most developers request. Anthony Properties has ample equity to meet such a loan requirement on hand and does not need to seek equity partners or raise equity in any way.

Anthony Properties will select as construction lender shortly after December 15, 2023, and once a lender is chosen, it will take approximately 45 days before the construction loan closes.

Conceptual Plans

[illegible]

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 5119

AN ORDINANCE AUTHORIZING AND CONFIRMING A REDEVELOPMENT AGREEMENT BY AND AMONG APR GRAND JUNCTION 3 LLC, A COLORADO LIMITED LIABILITY COMPANY, ("APR") AND THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPAL CORPORATION ("CITY") FOR THE PROPERTY LOCATED AT 2805 PRINTERS WAY, 768 HILARIA AVENUE, AND 773 HORIZON DRIVE (ALSO IDENTIFIED AS/WITH MESA COUNTY TAX PARCEL NUMBER 2705-312-03-002), GRAND JUNCTION, COLORADO, AND APPROVING ALL ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

APR Grand Junction 3 LLC is the owner of the real property commonly known and addressed as 2805 Printers Way, 768 Hilaria Avenue and 773 Horizon Drive (also identified as/with Mesa County Tax Parcel number 2705-312-03-002), Grand Junction, Colorado, ("Property") which is more particularly described in the Corridor Infill Development/Redevelopment 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 agreed to waive and shall cause to be paid certain fees as the same are defined in the Agreement.

With the City's Comprehensive Plan, the City has established the need to focus development on areas of infill and has subsequently adopted, with Resolution 74-22 a *Corridor Infill Incentive Boundary Area*, which is a physical area within the City which the City Council has found conditions that warrant City financial support to stimulate investment. 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, and will spur economic investment within the City's *Corridor Infill Incentive Boundary Area*.

In accordance with the Agreement, APR intends to develop the Property as a multi-family residential project, featuring at least 168 units, together with related amenities and uses (collectively, the "Project"). Given that the Project is consistent with the Comprehensive Plan, is in the *Corridor Infill Incentive Boundary Area*, and otherwise satisfies Resolution 74-22, development of the Property will ensure the availability of new housing that is within walking distance of businesses, services, and employment and will reduce sprawl by maximizing the use of existing infrastructure. Therefore, the City Council finds that the Project is consistent with the reasonable needs, plans and policies of the City in general and in particular for the development of the Property by APR and the granting of the requested incentives.

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 redevelopment agreement ("Agreement") by and among APR Grand Junction 3 LLC, a Colorado Limited Liability Company, ("APR") or its successors and assigns as permitted in accordance with the Agreement and the City of Grand Junction ("City"), for the property located at 2805 Printers Way, 768 Hilaria Avenue and 773 Horizon Drive (also identified as Mesa County Tax Parcel Number 2705-312-03-002), Grand Junction, Colorado ("Property").
2. The terms of the Agreement, include but are not limited to a) the City paying fees, as provided by Resolution 74-22 and defined by the Agreement, in an amount not to exceed \$1,529,974 for and on behalf of APR for the development of the Property all as provided 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, together with the findings made therein, and with any applicable City Plans, ordinance(s), resolution(s), or other document(s) all of which shall be substantially construed to affect the intent and purposes thereof.
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.

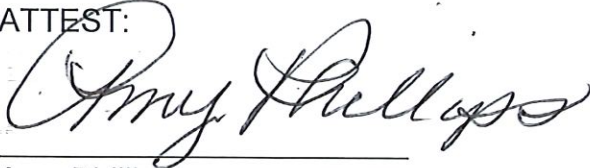
INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a hearing for January 4, 2023, this 21st day of December 2022.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this 4th day of January 2023.



Anna M. Stout
President of the Council

ATTEST:



Amy Phillips
City Clerk



Filed; Held by the
city clerk on
3/31/2023

Recording Requested By
And When Recorded Return To:
APR Grand Junction 3, LLC
c/o Craig Reid
9200 Andermatt Drive
Lincoln, NE 68526

MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT is made as of March 20, 2023, by and among APR Grand Junction 3 LLC, a Nebraska limited liability company, or its successors and assigns permitted in accordance with Paragraph 9 (“**Developer**”), 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**.”

The Parties entered into that certain Redevelopment Agreement, dated March 20, 2023 (the “**Development/Redevelopment Agreement**”) pertaining to the redevelopment of the real property described therein and on Exhibit A, attached hereto (the “**Property**”). All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the City has agreed to waive certain Fees, not to exceed the Fee Cap with such obligation being contingent upon Developer having Commenced and Completed construction of the Project by the Commencement Deadline and Completion Deadline, respectively.

This Memorandum 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 Memorandum. Additionally, a copy of an executed original Memorandum 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.

Nothing in this Memorandum shall be deemed or interpreted to amend the Redevelopment Agreement. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Redevelopment Agreement, the terms and conditions of the Redevelopment Agreement shall supersede and control. The purpose of this Memorandum is merely to provide notice of the existence of the Redevelopment Agreement.

[Remainder of page blank; signature pages follow]

The Parties hereby execute this Memorandum of Development/Redevelopment Agreement by their duly authorized representatives as follows:

City of Grand Junction, Colorado



Mayor


KERRY GRAVES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214013283
MY COMMISSION EXPIRES APRIL 7, 2025

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this 20th day of March, 2023, by Anna Stout as Mayor of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal. Kerry Graves

Notary Public
My commission expires: April 07, 2025

(SEAL)


City Clerk
March 29, 23

Date

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this _____ day of _____, 2023, by _____ as City Clerk of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal. _____

Notary Public
My commission expires: _____


(SEAL)

Developer

APR Grand Junction 3 LLC

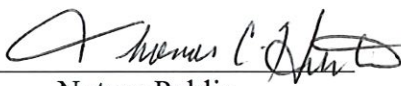
a Nebraska limited liability company

By: APR Grand Junction 3 LLC
a Nebraska limited liability company,

By: 
Craig Reil, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this 10 day of March 2023, by Craig Reil as Manager of APR Grand Junction 3 LLC, a Nebraska limited liability company.

Witness my hand and official seal. 
Notary Public

My commission expires: 

EXHIBIT "A"

Legal Description

Lot 3, H & H Subdivision (Reception No. 2824156)

Lot 2, H & H Subdivision (Reception No. 2828885)

A portion of Lot 2, C H Four Commercial Park, Filing No. 3 (Reception No. 1431629)

All parcels of which are located in Lots 1 & 2 of Section 31, Township 1 North, Range 1 West,
Ute Meridian, Grand Junction, Mesa County, Colorado.

DEVELOPMENT/REDEVELOPMENT AGREEMENT

2805 PRINTERS WAY, 768 HILARIA AVENUE 773 HORIZON DRIVE (ALSO IDENTIFIED AS/WITH MESA COUNTY TAX PARCEL NUMBER 2705-312-03-002), GRAND JUNCTION, COLORADO

This DEVELOPMENT/REDEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of March 20, 2023 (“**Effective Date**”), is made by and among APR Grand Junction 3 LLC, a Nebraska limited liability company, or its successors and assigns permitted in accordance with Paragraph 9 (“**Developer**”) 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 the owner of certain real property known as 2805 Printers Way, 768 Hilaria Avenue and 773 Horizon Drive (the Property identified as/with Mesa County Tax Parcel number 2705-312-03-002) Grand Junction, Colorado, and as described and depicted in Exhibit A, attached hereto (hereinafter known as the “**Property**”); and,

WHEREAS, Developer has applied to the City for an Infill Incentive pursuant to Resolution 74-22, and such application is attached hereto as Exhibit B (the “**Infill Incentive Application**”); and,

WHEREAS, consistent with the City’s Comprehensive Plan and Resolution 74-22 the City has established and adopted an area within the community known as the *Corridor Infill Boundary Area* and certain *Corridor Infill Policies* which the City has identified property conditions that warrant support to stimulate reinvestment; and,

WHEREAS, the Property is also located within the Infill Boundary Area; and

WHEREAS, the Developer intends to redevelop the Property as a multi-family residential project, featuring at least 168 residential units, together with related amenities (collectively, the “**Project**”); and

WHEREAS, the Developer has outlined a preliminary financing plan (the “**Preliminary Financing Plan**”) and such plan is attached hereto as Exhibit C (the “**Preliminary Financing Plan**”), which evidences to the City that the Developer has the financial capacity to undertake the Project; and,

WHEREAS, construction of the Project will ensure the availability of housing to area 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 Community Development Department has reviewed the conceptual plans for the Project attached hereto as Exhibit D (the “**Conceptual Plans**”), and determined the

Project is substantially consistent with the City's Zoning and Development Code and will further stated goals and policies of the City's 2020 One Grand Junction Comprehensive Plan; and,

WHEREAS, the Parties acknowledge that the final design of the Project will be subject to the City's entitlement and permitting process; and

WHEREAS, the City Council has determined that the acquisition, construction, and installation of the Project will serve a public purpose and contribute to the redevelopment of the City.

NOW, THEREFORE, the Parties hereto, for themselves, 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:

DEFINITIONS

1. **"Code"** or **"GJMC"** means the zoning and development regulation of the City in effect as of the date of the application for the Project.
2. **"Commence"** **"Commenced"** or **"Commencement"** means the beginning of on-site physical construction of the Project, including without limitation demolition of existing structures.
3. **"Complete"** **"Completed"** or **"Completion"** means issuance of temporary or final certificates of occupancy for all buildings within the Project.
4. **"Conceptual Plans"** are/consists of the documents marked and attached to this agreement as Exhibit D.
5. **"Fees"** means fees imposed by the City with respect to the development of the Project, including, without limitation, any City application fees, impact fees (e.g., Parks & Recreation, Fire, Traffic, Park Dedication, etc.), development review fees, fees imposed as a condition to the issuance of a City Planning Clearance or other permit and tap fees, as defined, and described as a Level 4 incentive in accordance with Resolution 74-22.
6. **"Fee Cap"** means \$1,529,974
7. **"Preliminary Financing Plan"** is attached to this agreement as Exhibit C.
8. **"Project"** has the meaning assigned to such term in the Recitals.
9. **"Property"** the real property that is depicted and described in Exhibit A hereto.

AGREEMENT

1. Waiver of Fees. In consideration of the terms of this Agreement, the City hereby waives, and/or shall cause the payment of Fees, not to exceed the Fee Cap as provided herein.

2. Development Deadlines.

a. 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 certain phases of the Project, and to Commence and 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. If, subject to Paragraph 21 below, Developer fails to Commence the Project on or before the date that is three (3) calendar months after Developer receives site plan approval from the City ("**Commencement Deadline**"), or thereafter, fails to Complete the Project within twenty-three (23) calendar months after the date of Commencement ("**Completion Deadline**"), then Developer shall neither be entitled to receive a waiver of, nor shall the City be obligated to pay on behalf of the Developer or any successor(s) or assign(s), any Fees, regardless of whether the Fees accrue or accrued prior to or after expiration of the Commencement Deadline or the Completion Deadline, as applicable.

b. Notwithstanding the foregoing, Developer may request an extension of either the Commencement Deadline and/or the Completion Deadline by delivering a written request for the same to the City Manager to schedule for consideration by the City Council at the next scheduled City Council meeting. Any extension may be granted only with prior City Council approval.

3. Terms and Conditions of Agreement, Default: In the event a Party fails or refuses to perform according to the terms of this Agreement, that Party shall be declared in default. In the event of a default, the defaulting Party is permitted thirty (30) calendar days 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.

4. 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.

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

6. 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: Greg Caton
 250 North 5th Street
 Grand Junction, CO 81501
 Email: gregc@gjcity.org

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

For Developer: APR Grand Junction 3 LLC
 9200 Andermatt Drive
 Lincoln, NE, 68526
 Attn: Craig Reid

7. 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.

8. 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.

9. 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, 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 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, 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 9.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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, 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.

23. 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.

24. 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 Nebraska and with full power to enter into and to perform its obligations under this Agreement.

iv. ***No Breach or Prohibition.*** To 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 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.

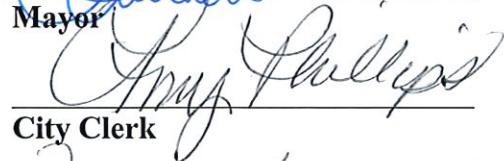
iv. **No Breach or Prohibition.** To the City's actual knowledge, the transactions contemplated by this Agreement are not restrained or prohibited by any injunction, order or judgment rendered by any court or other governmental agency of competent jurisdiction against the City. To the City's actual knowledge, 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, Colorado



Mayor



City Clerk

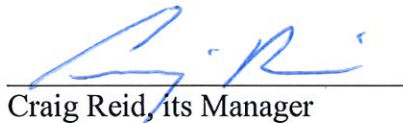


Date

Developer

APR Grand Junction 3 LLC
a Nebraska limited liability company

By:


Craig Reid, its Manager

Approved as to Substance:



City Manager

Approved as to Legal Form:



City Attorney

Approved as to Availability of Funds:



Director of Finance

EXHIBIT A

Legal Description and Depiction

Lot 3, H & H Subdivision (Reception No. 2824156)

Lot 2, H & H Subdivision (Reception No. 2828885)

A portion of Lot 2, C H Four Commercial Park, Filing No. 3 (Reception No. 1431629)

All parcels of which are located in Lots 1 & 2 of Section 31, Township 1 North, Range 1 West,
Ute Meridian, Grand Junction, Mesa County, Colorado.



EXHIBIT B

Infill Incentive Application

Application for Corridor Infill Incentive Project

Please select year Project
is seeking funding

2023

Project Name The Landing on Horizon

Property Address/Parcel
Identification Number 2805 Printers Way, 768 Hilaria Avenue and PIN 2705-312-03-002

Property Ownership APR Grand Junction 3 LLC

Developer/Entity Name APR Grand Junction 3 LLC

Developer/Entity Email
Address brian@anthonyproperties.com

Developer/Entity Phone
Number 2148032678

Developer/Entity Mailing
Address 9200 Andermatt Drive, Lincoln, NE, 68526

Description of how the
Project will address the
City's redevelopment and
infill goals. The Project
description shall include
but not be limited to, an
explanation of the square
footage, uses and unit
type and count.

In short, this project will be very similar in nature to The
Railyard at Rimrock and The Slate on 25.

The project addresses the City's infill goals by providing some
much-needed multifamily housing in one of the corridors
specifically identified by this incentive. Not only does will this
project provide housing but it will also take a forever-vacant
property and turn it in to a productive property.

The proposed project is called The Landing on Horizon which
will be a 196 unit, Class A multifamily community. The 196
residential units will be divided between six buildings, each of
which will contain studio, 1br and 2br units. There is one 3br
unit per building. Each building will also have 8 "tuck-under"
garages which are within the building's footprint as well as one
detached 8-bay garage. There will of course be surface parking
as well.

In addition to the residential buildings, there will be a separate clubhouse with amenities such as a swimming pool, fitness center, workspace, etc. The clubhouse will also house the full time property manager and leasing agent.

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.

The project needs to obtain site plan approval from the City as the only remaining entitlement needed. Currently, we expect to make our submittal by mid-November, if not sooner. It is anticipated that final site plan will be approved in January 2023 and groundbreaking would commence shortly thereafter. The project is not dependent on obtaining any other grant funding.

For a project of this size, it will take about 18-22 months to complete construction with the first buildings being delivered about 10 months after groundbreaking. The project will not be phased and should deliver a new residential building every 45-60 days after the first one.

The only remaining uncertainty is the overall cost of the project. Our general contractor is about to send the project out for pricing so we should know in about 45 days if it is within the budget. This incentive will undoubtedly help lower the overall costs.

Description of the developer's experience with and capacity to implement the proposed Project.

The developer is Anthony Properties from Dallas, TX. We have a 37 year history of successfully completing projects of various kinds including retail, shopping centers and many movie theatres. Anthony Properties has been in the Class A multifamily space for about 8 years and has successfully delivered five communities, one of which is The Railyard on Rimrock in Grand Junction. We have two more under construction currently, including The Slate on 25 which is also in Grand Junction.

Additionally, we have four more projects in the entitlement phase in New England - one in Massachusetts and three in Connecticut.

We have the manpower and financial ability to construct and complete multiple projects at the same time. Our capacity is really limited only by the amount of time it takes to get a new project through the entitlement stage.

Amount of the incentive being requested.	Per Attachment B of Resolution No. 74-22 which adopts a new corridor infill incentive, we are requesting a Level 4 incentive.
A preliminary financing plan including project budget and a 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.	<p>Please see the attached supplemental documents 1 and 2 for the budget and lender letter.</p> <p>Our financing plan is such that we will close on the purchase of the property with our own funds and secure construction financing for the construction of the project. We have plenty of capital to put the required 25% equity into the construction loan and have several sources for that construction loan, all of whom we have worked with before.</p> <p>Once the property is fully built and occupied, we will refinance with permanent debt and retire the construction loan.</p>
Supplemental Document 1	<u>Landing Development Costs 110122.pdf</u>
Supplemental Document 2	<i>Field not completed.</i>
Supplemental Document 3	<u>jekann 2022-10-24-16-34-18.pdf</u>
Supplemental Document 4	<i>Field not completed.</i>
Supplemental Document 5	<i>Field not completed.</i>
Supplemental Document 6	<i>Field not completed.</i>
Supplemental Document 7	<i>Field not completed.</i>
Supplemental Document 8	<i>Field not completed.</i>

EXHIBIT B
Infill Incentive Application (Supplemental Information)

Financing: Construction of The Landing will be financed using a combination of Anthony Properties equity and lender financing. For this project, we have two lenders vying for our business to finance it. One of them is the same lender who is financing The Slate on 25 and the other has previously financed deals with the property management company we use. We expect commitment letters from both of them on Dec. 15 showing a 75/25 debt/equity ratio, which is lower than most developers request. Anthony Properties has ample equity to meet this loan requirement on hand and does not need to seek equity partners or raise equity in any way. We will choose our construction lender shortly after Dec. 15 and once a lender is chosen, it will take approximately 45 days before the construction loan closes.

Timing: Once the construction loan closes, construction can begin immediately after. As it is with all of our projects, we will build the entire project all at once which will consist of 168 residential units along with amenities such as a clubhouse, swimming pool, fitness center, detached garages and bike storage. Construction of the buildings will take place sequentially where one building follows the next so that residential buildings are completed and turned over to us approximately every 45 days. The first residential building and clubhouse are delivered about 10 months after construction begins so that we can have the staff on hand as the first residents move in. Unless there are unforeseen circumstances that delay construction, the project should be completed around 20 months after groundbreaking.

Below is an estimated schedule but it should be noted that starting in the heart of winter could delay the project. Also, supply chain can always change completion schedules.

Groundbreaking	Feb. 1, 2023
Sitework	8 weeks
Commencement of vertical construction	Apr. 1, 2023
Delivery of clubhouse and Building 1	Feb. 1, 2023
Delivery of Building 2	Mar. 15, 2024
Delivery of Building 3	May. 1, 2024
Delivery of Building 4	Jun. 15, 2024
Delivery of Building 5	Aug. 1, 2024
Delivery of Building 6	Sep. 15, 2024

Incentive: While our other recent project, The Slate, was an expensive project as well, interest rates were considerably lower when that construction loan locked and that site is in a Federal Opportunity Zone. With inflation and interest rates still rising and negatively affecting construction costs, The Landing is dependent on receiving this incentive or it simply will not be feasible.

1. Grand Junction APR 3, LLC has not secured a construction estimate it is unknown if this is a Level 4 grant and/or if the project will proceed;
Do you have any additional information/evidence you can supply that indicates confidence in the cost estimate you provided in your application.

We received our cost estimates from the general contractor for The Landing. Unfortunately, they are some \$3,000,000 over what was projected in the submittal for this incentive, pushing our total costs to over \$41,000,000. I have attached the estimate we received last night.

2. The application for the incentive says that APR Grand Junction 3 LLC owns the properties, it does not, which was confirmed by Mr. Shui last week.
Are you able to provide any additional information that indicates you have authority to act on behalf of the property owners?

Anthony Properties Realty Inc. has contracted to purchase the property and therefore has an equitable interest in the property. Our contract specifically states on Page 8, Section 12 that we may pursue all applications and requests with governmental agencies. The second attachment is a redacted version of one of the contracts for your reference.

3. It is not clear from the application, or Mr. Shui's supplemental information, what the entity structure/relationship is between Anthony Properties and APR and/or the financing structure. Grand Junction APR 3 LLC is not a Colorado entity. For paragraph 24 a) (iii) the entity structure needs to be clarified and in turn hopefully the financial details will be disclosed.

Anthony Properties Realty Inc. is a development entity. As required by lenders, and for tax purposes, each project is held in a single-purpose entity (APR Grand Junction 3 LLC in this case). The development agreement provides for assignment of the DA to such entity.

12/16 from resa@anthonyproperties.com

"... I want to confirm that the number of units is 168 for The Landing."

EXHIBIT E

Form of Memorandum of Redevelopment Agreement

Recording Requested By
And When Recorded Return To:

MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT/REDEVELOPMENT AGREEMENT is made as of _____, 2023, by and among APR Grand Junction 3 LLC, a Nebraska limited liability company, or its successors and assigns permitted in accordance with Paragraph __ (“**Developer**”), 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**.”

The Parties entered into that certain Redevelopment Agreement, dated _____, 2023 (the “**Development/Redevelopment Agreement**”) pertaining to the redevelopment of the real property described therein and on Exhibit A, attached hereto (the “**Property**”). All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the City has agreed to waive certain Fees, not to exceed the Fee Cap with such obligation being contingent upon Developer having Commenced and Completed construction of the Project by the Commencement Deadline and Completion Deadline, respectively.

This Memorandum 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 Memorandum. Additionally, a copy of an executed original Memorandum 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. Nothing in this Memorandum shall be deemed or interpreted to amend the Redevelopment Agreement. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Redevelopment Agreement, the terms and conditions of the Redevelopment Agreement shall supersede and control. The purpose of this Memorandum is merely to provide notice of the existence of the Redevelopment Agreement.

[Remainder of page blank; signature pages follow]

The Parties hereby execute this Memorandum of Development/Redevelopment Agreement by their duly authorized representatives as follows:

City of Grand Junction, Colorado



Mayor


STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this 20th day of March, 2023, by Anna Stout as Mayor of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal. Kerry Graves

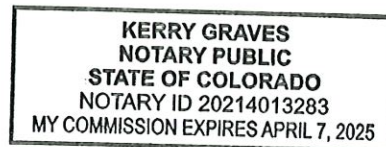
Notary Public

My commission expires: April 27, 2025

(SEAL)


City Clerk
March 20, 23

Date



STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this _____ day of _____, 2023, by _____ as City Clerk of the City of Grand Junction, a Colorado Home Rule municipal corporation.

Witness my hand and official seal. _____

Notary Public

My commission expires: _____

(SEAL)

[Signature Pages Continue]

Developer

APR Grand Junction 3 LLC

a Nebraska limited liability company

By: APR Grand Junction 3 LLC
a Nebraska limited liability company,

By: _____
_____, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The forgoing Memorandum of Development/Redevelopment Agreement was acknowledged before me this _____ day of _____, 2023, by _____ as Manager of APR Grand Junction 3 LLC, a Nebraska limited liability company.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

EXHIBIT "A"

Legal Description

Lot 3, H & H Subdivision (Reception No. 2824156)

Lot 2, H & H Subdivision (Reception No. 2828885)

A portion of Lot 2, C H Four Commercial Park, Filing No. 3 (Reception No. 1431629)

All parcels of which are located in Lots 1 & 2 of Section 31, Township 1 North, Range 1 West,
Ute Meridian, Grand Junction, Mesa County, Colorado.

EXHIBIT F

Form of Estoppel Certificate

To: APR Grand Junction 3 LLC, a Nebraska limited liability company (“**Developer**”)

From: CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”)]

Date: _____, 20__

Re: The Development/Redevelopment Agreement, dated as of ____, 2023, by and between Developer, and the CITY OF GRAND JUNCTION, a Colorado Home Rule municipal corporation (“**City**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

The City hereby certifies, warrants, represents, and agrees, as of the date hereof, as follows:

1. The Agreement is in full force and effect and has not been modified, supplemented, or amended in any way, except as expressly described above.

2. The Developer has timely and fully performed its obligations under the Agreement through the date of this Estoppel Certificate. There exists no default under, violation of, or failure to comply with the Agreement, and no event has occurred, or circumstance exists that, with the giving of notice or the lapse of time, or both, would constitute a default under, violation of, or failure to comply with the Agreement.

3. The Commencement Deadline is _____ and the Completion Deadline is _____.

4. The Developer Commenced the Project on _____ and Completed the Project on _____. [modify as applicable]

5. Through the date of this Agreement, [the City has waived or paid \$ _____ in Fees] in accordance with this Agreement.

6. The City hereby approves of the Developer’s assignment of the Agreement to _____. [OR] _____ is a Permitted Assignee under the Agreement. [modify as applicable]

7. The Agreement was approved by [the City at a public hearing held on _____ pursuant to Ordinance _____].

8. The City agrees that _____ days of Force Majeure delays have accrued under the Agreement.

9. The City has not assigned the Agreement.

Ex. F – 1

10. The undersigned is duly authorized to sign and deliver this Estoppel Certificate, and no other signature is required or necessary in connection with the execution and validity of this Estoppel Certificate. The representations and warranties of the City made in the Agreement are true, complete, and accurate as of the date of this Estoppel Certificate.

11. This Estoppel Certificate shall inure to the benefit of Developer and its successors, assigns, and lenders (the “**Reliance Parties**”), and the foregoing certificates, representations, warranties, and agreements shall be binding upon the City and its successors and assigns and inure to the benefit of the Reliance Parties.

[signature on following page]

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be executed as of the day and year first written above.

CITY SIGNATURE BLOCK

By:_____

Name:_____

Title:_____

EXHIBIT C

Preliminary Financing Plan

Construction of 168-unit project, *The Landing on Horizon* (Project) will be financed using a combination of Anthony Properties equity and lender financing. For the Project financing Anthony Properties has two lenders vying for the business.

One of them is the same lender who is financing *The Slate on 25* and the other has previously financed deals with the property management company Anthony Properties uses.

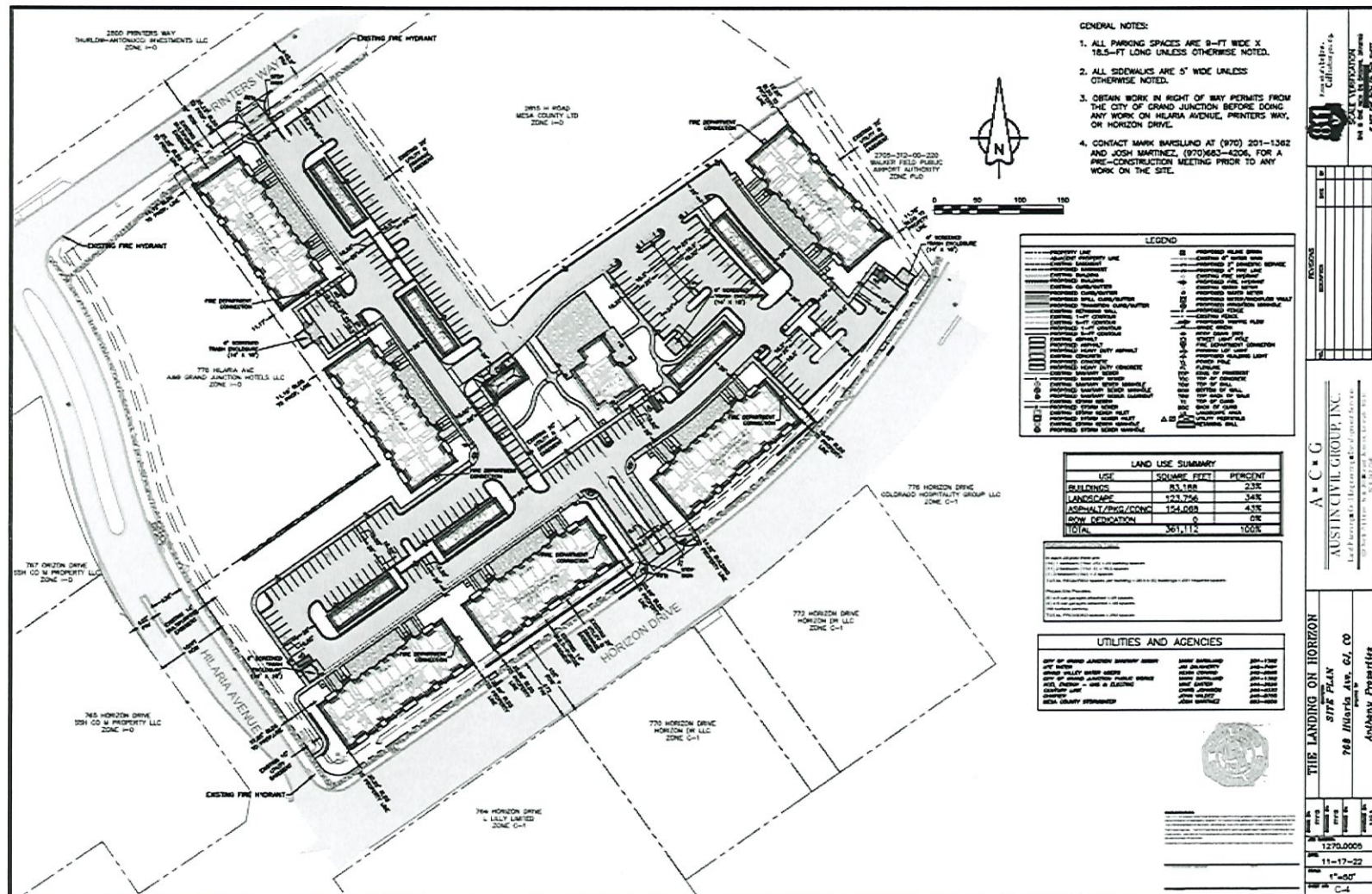
Anthony Properties expects commitment letters from potential lender on December 15, 2023, showing a 75/25 debt/equity ratio, which is lower than most developers request. Anthony Properties has ample equity to meet such a loan requirement on hand and does not need to seek equity partners or raise equity in any way.

Anthony Properties will select as construction lender shortly after December 15, 2023, and once a lender is chosen, it will take approximately 45 days before the construction loan closes.

EXHIBIT D

Conceptual Plans

(As submitted to the City for review in Project No. SPN-2022-913)



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 5119 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 21st day of December 2022 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 4th day of January 2023, at which Ordinance No. 5119 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 6th day of January 2023.


Deputy City Clerk

Published: December 23, 2022
Published: January 06, 2023
Effective: February 05, 2023



773 Horizon Drive
Parcel Number: 2705-312-03-002

2805 PRINTERS WAY

768 HILARIA AVE

8.3 Acres



Landing on Horizon

Corridor
Infill Area

BIM Grand Junction
Field Office

HORIZON DR

Grand Junction Visitor's
Center

G RD

HORIZON DR

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. 74-22

A RESOLUTION ADOPTING A NEW CORRIDOR INFILL INCENTIVE AND FORMULA FOR
CALCULATING THE INCENTIVE

RECITALS:

In 2004, the City Council reviewed and approved an *Infill/Redevelopment Implementation Program* ("Program") by adopting policies, definitions, boundaries, criteria, and potential forms of City involvement set forth in Resolution 87-04. That was subsequently amended by Resolution 15-13 Resolution 93-19 and Resolution 03-20

Since 2004, the City through, extensive public participation, continues to realize the important nature and critical need to invest in and support infill and redevelopment in and around the City's central core all as recognized in various adopted planning documents and in the adopted 2020 *One Grand Junction Comprehensive Plan* key strategies which specifically call for the City to:

- "Partner in the development of housing strategies for the community including options for housing incentives," and
- Promote "more opportunities for housing choices that meet the needs of people of all ages, abilities and incomes."

In the 2013 adopted *Greater Downtown Plan* certain key strategies call for the City to:

- "Promote Downtown living by providing a wide range of housing opportunities, primarily in the Downtown District;"
- "Support a regional housing strategy with an emphasis on infill, downtown housing;
- "Jump-start the revitalization and reinvestment in the Downtown District with strategic catalyst projects;" and
- "Encourage both regulatory and financial solutions including public subsidies and creative financing mechanism."

The *Greater Downtown Plan* also notes that "Public-private partnerships are essential, and that local government needs to have strong involvement, a visible presence, perhaps be the entity that provides continuing leadership, regulatory incentives and seed capital for early projects."

The *North Avenue Corridor Implementation Plan* specifically calls for the City to:

- "Establish a City infill and redevelopment policy and define what types of activities would receive consideration for development incentives. Incentives can include many different choices including paying required fees, constructing off-site improvements, undergrounding utilities, etc."

Consistent with policies and strategies of adopted plans and planning documents, including the *Comprehensive Plan*, the *Greater Downtown Plan*, and the *North Avenue Corridor*

Implementation Plan, the City Council hereby creates and establishes a new incentive that further promotes investment in the City's central areas and important commercial corridors.

With the adoption of this Resolution, the City expands its incentive offering(s) and further encourages infill in and along corridors in and near the City's center utilizing a "Level" approach to the offering of incentives that is relative to the value of the private investment made in improvements in such corridors.

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

That the Corridor Infill Incentive is hereby established together with Attachments A-C hereto, which are hereby adopted and made effective immediately and shall apply as follows for the reasons stated in the foregoing Recitals and in the interest of advancing the health, safety and welfare of the City as follows:


Corridor Infill Incentive.

1. The Corridor Infill shall apply to the Corridor Infill Boundary (Attachment A) together with the reduced fee and sales/use tax formula as provided in the Corridor Infill Calculation (Attachment B);
2. For the purposes of administering the Corridor Infill Incentive "Infill" means any commercial and/or residential building creating one or more new commercial and/or residential unit(s) with a cost (confirmed by a written report of actual expenditures) of no less than \$5,000,000 located on a property within the Corridor Infill Boundary that is currently unused, underutilized, or may be found to be functionally or economically obsolete. This term is used synonymously with the term "Redevelopment." Infill does not include projects that are or include "for sale" detached or attached single-family dwelling units or accessory dwelling units;
3. The Corridor Infill Incentive shall be administered in accordance with the intent, purpose and procedures as provided in Attachment C, Corridor Infill Incentive Administration Procedures; and
4. Without further action of the City Council is set to expire on December 31, 2025.

ADOPTED AND APPROVED THIS 7th day of September 2022:

ATTEST:


Amy Phillips
City Clerk


Anna M. Stout
President of the City Council



The map displays the proposed boundaries for a redevelopment project in Houston. The Corridor Infill Boundary is shown in yellow, the Redevelopment Boundary is shown in blue, and the 50% Stories Reduction area is indicated by hatching. The map includes a legend, a scale bar (0 to 1 mile), and a north arrow. The map shows various streets and highways, including I-10, I-25, and I-69. The proposed boundaries are shown in yellow (Corridor Infill Boundary), blue (Redevelopment Boundary), and hatched (50% Stories Reduction).

**ATTACHMENT B
CORRIDOR INFILL CALCULATION
RESOLUTION 74-22**

	Private Investment Cost* *Not including land value	Incentive
Level 1	\$5 - \$15 Million	50% City Water/Sewer PIFs
Level 2	\$16 - \$25 Million	100% Water/Sewer PIFS + 50% Impact Fees
Level 3	\$26 - \$35 Million	100% Water/Sewer PIFs + 50% Impact Fees + Open Space Fees
Level 4	\$36 - \$50 Million	100% PIFS + 100% Impact Fees + Open Space Fees
Level 5	\$51+ Million	100% PIFS + 100% Impact Fees + Open Space Fees + Sales/Use Tax Rebate

ATTACHMENT C
CORRIDOR INFILL INCENTIVE ADMINISTRATION PROCEDURES

Application.

1. For 2022, applications will be available no later than 60 days after the Effective Date. In future years, no later than July 1 of a given year, applications may be made to the City for a Corridor Infill Incentive.
2. At a minimum, the application for a Corridor Infill Incentive 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 redevelopment and infill goals. The Project description shall include but not be limited to, an explanation of the square footage, uses and unit type and count.
 - 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 proposed Project;
 - e. Amount of the incentive being requested;
 - f. A preliminary financing plan including project budget and a 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 purpose and applicability of the Corridor Infill Incentive and that demonstrates ability and capacity to perform will be recommended for funding.
4. During the City's annual budget process, City Council will review the recommendations and consider the suitable Project(s) for funding during the following fiscal year(s). If a Corridor Infill Incentive is for more than one year each year shall be subject to annual appropriation. The City Council may choose to utilize the General Fund or other special revenue fund(s) 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 a Corridor Infill Incentive Agreement, which agreement shall at minimum provide:
 - a. The value of the Fee 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 Corridor Infill Incentive;
 - d. Remedy(ies) for default;

- e. Recording memorandum; and,
 - f. Other provisions, as deemed appropriate by the City Attorney.
6. The Project shall submit a quarterly report of actual expenditures and a report of actual expenditures upon Project completion. Pursuant to the Agreement and Payment Schedule (5.c) the incentive shall be credited or paid upon verification of costs consistent with Level of incentive. No Certificate of Occupancy shall be issued prior to the receipt of the report of actual expenditures and verification of cost.

Definitions.

1. "Infill" means any commercial and/or residential building creating one or more new commercial and/or residential units with a cost (confirmed by a report of actual expenditures) of no less than \$5,000,000 located on a property within the Corridor Infill Boundary that is currently unused, underutilized, or may be found to be functionally or economically obsolete. This term is used synonymously with the term "Redevelopment." Infill does not include projects that are include for sale detached or attached single-family dwelling units or accessory dwelling units;
2. "Fees" mean
 - 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.
 - d) "Open Space In-Lieu Fee means a fee collected in lieu of dedicating 10 percent of a property as open space for public use.
 - e) "Sales and Use Tax" means a tax collected by the City of Grand Junction as General Revenue. Does not include any sales or use tax for public safety (0.5%) and capital (0.75%) in accordance with voters approved and directed uses.

1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. ____

3 AN ORDINANCE REINSTATING AND EXTENDING A REDEVELOPMENT AGREEMENT BY AND
4 AMONG APR GRAND JUNCTION 3 LLC, A COLORADO LIMITED LIABILITY COMPANY,
5 ("APR") AND THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPAL
6 CORPORATION ("CITY") FOR THE PROPERTY LOCATED AT 2805 PRINTERS WAY, 768
7 HILARIA AVENUE, AND 773 HORIZON DRIVE (ALSO IDENTIFIED AS/WITH MESA COUNTY TAX
8 PARCEL NUMBER 2705-312-03-002), GRAND JUNCTION, COLORADO, AND APPROVING
9 ALL ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

10 RECITALS:

11 APR Grand Junction 3 LLC is the owner of the real property commonly known and
12 addressed as 2805 Printers Way, 768 Hilaria Avenue and 773 Horizon Drive (also
13 identified as/with Mesa County Tax Parcel number 2705-312-03-002), Grand Junction,
14 Colorado, ("Property") which is more particularly described in the Corridor Infill
15 Development/Redevelopment Agreement as approved by Ordinance No. 5119.

16 In accordance with the Agreement, APR committed to develop the Property as a multi-
17 family residential project, featuring at least 168 units, together with related amenities
18 and uses ("Project") by no later than June 28, 2025 ("Completion Deadline").

19 APR was unable to meet the Completion Deadline and has requested the Agreement
20 be reinstated and extended to require completion by December 1, 2025.

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

- 23 1. In consideration of the Recitals and in accordance with and pursuant to this
24 Ordinance, the City Council of the City of Grand Junction hereby authorizes an
25 extension of the Completion Date of redevelopment agreement ("Agreement")
26 by and among APR Grand Junction 3 LLC, a Colorado Limited Liability
27 Company, ("APR") or its successors and assigns as permitted in accordance with
28 the Agreement and the City of Grand Junction ("City"), for the property located
29 at 2805 Printers Way, 768 Hilaria Avenue and 773 Horizon Drive (also identified as
30 Mesa County Tax Parcel Number 2705-312-03-002), Grand Junction, Colorado
31 ("Property") to December 1, 2025.
32
- 33 2. By and with this action the Agreement is hereby reinstated, amended and
34 extended to solely provide a new Project Completion Date of December 1,
35 2025.
36
- 37 3. The other terms of the Agreement remain unchanged and are affirmed by and
38 with this action and that any failure to meet the Completion Date is waived.
39

- 40 4. With this Ordinance the City Council affirms, and subject to completion of the
41 Project by the APR on or before December 1, 2025 authorizes and directs the
42 City Manager or his designee to pay fees, as provided by Resolution 74-22 and
43 defined by the Agreement, in an amount not to exceed \$1,529,974 for and on
44 behalf of APR for the development of the Property all as provided in the
45 Agreement.
46

47 INTRODUCED THIS 17TH DAY OF SEPTEMBER 2025 ON FIRST READING, PASSED for
48 publication in pamphlet form and setting a hearing for October 1, 2025,

49 HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in
50 pamphlet form this ____ day of October 1, 2025.

51 _____
52 Cody Kennedy
53 President of the City Council
54

55 _____
56 Selestina Sandoval
57 City Clerk



Grand Junction City Council

Regular Session

Item #6.a.iii.

Meeting Date: October 1, 2025

Presented By: Daniella Acosta, Principal Planner, Tim Lehrbach, Principal Planner

Department: Community Development

Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Zone Districts and Dimensional Standards, Use Standards, Off-Street Parking, and Measurements and Definitions

And

An Ordinance Amending Sections of the Transportation Engineering Design Standards (Title 29 of the Grand Junction Municipal Code) Regarding Alternative Street Sections and Standard Street Sections

RECOMMENDATION:

Staff recommends approval. Planning Commission will hear this item at a special meeting on September 29, 2025. Their recommendation and meeting minutes will be provided to the City Council prior to the October 1, 2025, meeting.

EXECUTIVE SUMMARY:

Staff proposes a text amendment to the Zoning and Development Code to achieve greater flexibility in allowed residential uses and to preserve and promote context-sensitive design across development types, specifically by expanding the range of housing types allowed in medium- and high-density residential zone districts, introducing new design standards for certain housing forms in these districts, and modifying dimensional standards including minimum setback requirements. If adopted, the amendment will:

- Reduce minimum front setback requirements in Residential Medium 8 (RM-8), Residential Medium 12 (RM-12), Residential High 16 (RH-16), Residential High 24 (RH-24), Mixed-Use Neighborhood (MU-1), Mixed-Use Light Commercial

(MU-2), and Commercial General (CG), including an opt-in (with associated design requirements) to reduce to 0 feet in all of these except RM-8.

- Consolidate side, street side, and rear setbacks into a uniform “All Others” setback in most districts equal to the existing side setback for each.
- Establish maximum lot sizes and widths and maximum building heights for single-unit detached and duplex dwellings in certain zone districts.
- Allow single-unit detached dwellings in RM-12, RH-16, and RH-24.
- Allow duplex dwellings in RH-16 and RH-24.
- Allow accessory dwelling units (ADUs) in RH-16, RH-24, MU-1, and Public, Civic, and Institutional Campus (P-2) (ADUs must be allowed where single-unit detached dwellings are allowed per State Law).
- Align accessory dwelling unit setback and parking requirements with State Law.

These changes are intended to support housing diversity, ensure that lower-intensity housing types in higher-density districts are designed to complement their surroundings, and enable more efficient use of land and infrastructure. The amendment also positions the City to comply with State housing and accessory dwelling unit mandates, meet Proposition 123 housing production goals, and continue implementing the Comprehensive Plan’s vision for appropriately scaled, connected, and livable neighborhoods.

There are additional minor changes to the Zoning and Development Code intended to improve readability and consistency and to resolve a contradiction between the measurement of lot coverage and its definition.

Staff also proposes a text amendment to the Transportation Engineering Design Standards to introduce language allowing standard and alternative street sections to be adapted to the new setback standards proposed by the Zoning and Development Code text amendment.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Comprehensive Plan emphasizes housing diversity, infill development, efficient use of existing infrastructure, and neighborhood livability. While medium- and high-density residential zone districts (RM-12, RH-16, RH-24) are primarily intended for single-unit attached and multi-unit housing, the Comprehensive Plan recognizes that a mix of housing types can contribute to successful neighborhoods. Likewise, the RM-8 zone district presents options for infill development and redevelopment, which must be appropriate to both new and established neighborhoods. MU-1, MU-2, and CG, which predominantly support multi-unit, mixed-use, and commercial development, provide opportunities for innovative urban design in neighborhood and regional centers and along major corridors, which should be maximized by removing barriers to development that accords with the Comprehensive Plan.

The proposed amendment responds to multiple factors:

- **Housing Supply and Flexibility** – By allowing single-unit detached dwellings in RM-12, RH-16, and RH-24 zone districts, and duplex dwellings in RH-16 and RH-24 districts, and by reducing, consolidating, and eliminating setback requirements, the code facilitates a broader range of housing choices in higher-density settings. These changes are particularly valuable for infill sites where market conditions or financing realities favor smaller-scale building types.
- **State Housing Legislation** – In May 2024, the Colorado General Assembly enacted House Bill 24-1152, which requires local governments located within metropolitan planning organizations to allow ADUs by an administrative approval process in any zone district in which single-unit detached dwellings are allowed. This legislation was signed by the Governor on May 13, 2024. The bill limits the ability of local governments to impose restrictive design, setback, parking, or owner-occupancy requirements that would effectively inhibit their development. It establishes a statewide baseline for ADU eligibility, ensuring that jurisdictions accommodate ADUs where there is sufficient physical space on the lot. Additionally, the law preempts conflicting local zoning ordinances and includes provisions for financial support and technical assistance through state-managed grant and loan programs. The amendment adds ADUs to the allowed uses in RH-16, RH-24, and P-2 to ensure continued compliance upon the proposed expansion of single-unit detached dwelling as an allowed use across additional zone districts. The amendment also achieves compliance with respect to setbacks and parking.
- **Urban Form and Design Quality** – The amendment introduces lot standards, reduces minimum front setback requirements to 5 feet in higher-density residential, mixed-use, and commercial zone districts, and provides an optional 0-foot front setback to support a visually engaging residential environment, contribute to well-defined, human-scaled neighborhoods that enhance quality of life and neighborhood character, and enable street activation by principal structures in mixed-use and commercial zone districts.
- **Alignment with Proposition 123** – By removing zoning barriers and facilitating additional housing production in infill locations, the amendment supports the City's commitment under Proposition 123 to accelerate housing delivery.

Through these changes, the City seeks to balance flexibility in housing production with community expectations that maintain compatibility, encourage active and connected neighborhoods, remove barriers to mixed-use and commercial development, and make efficient use of existing public investment in infrastructure.

PROPOSED AMENDMENT

GJMC 21.03.040(e) Setback Exceptions

Staff proposes to delete the existing provision, which allows a variance in street-side setbacks subject to approval by the Director, in favor of an allowance for a reduction in front setback to 0 feet under specified circumstances. Deleting the existing provision follows from reduced and consolidated setback requirements across those zone

districts where the existing street-s setback variance provision might otherwise be useful. Such variance would be most appropriate for the very zone districts in which greater flexibility is proposed. The allowance for a 0-foot front setback restores an option for development that was provided by a previous Zoning and Development Code in the form-based districts. While these districts were not included in the 2023 Zoning and Development Code at the time of adoption, staff intends that the proposed amendments can provide substantial equivalence to the flexibility formerly provided by those districts.

GJMC 21.03.050(c), (h)-(m) Residential Districts, 21.03.060(c)-(f) Mixed-use Districts
Staff proposes new and revised lot and building standards within the RL-4, RL-5, RM-8, RM-12, RH-16, RH-24, MU-1, MU-2, MU-3, and CG zone districts.

Earlier amendments removed the vehicle storage setback from some, but not all (as was intended), residential zone districts. As written, the standard duplicates vehicle parking requirements by mandating that the required spaces be set back by a distance which itself provides for additional parking. The provision at 21.03.050(c)(1)(ii) may likewise be unnecessary – while this latter provision applies to private drives, shared drives, parking lots, or other private access ways, which are distinct from lots with direct access to the public right-of-way, a similar reasoning may prevail here inasmuch as the requisite parking must be provided for each dwelling irrespective of its distance from the access way.

The setback averaging provision at 21.03.050(c)(1)(i) is proposed for deletion, as it merely references the same standard, which will remain at 21.03.040(e)(4).

Revisions to setback requirements are proposed across most zone districts. Residential – Rural (R-R), Residential – Estate Retired (R-ER), Residential 1 Retired (R-1R), and Residential 2 Retired (R-2R) are not affected by these revisions because these are rural or low-density to such extent that any benefit to increased development flexibility, limited already by the relative scarcity of these districts, is arguably outweighed by attention to preserving their predominant building forms and neighborhood characteristics. The industrial zone districts are also unaffected because the intensity and outdoor activity characteristic of allowed uses necessitates the maintenance of more stringent setback requirements.

Setbacks within other districts are proposed to be amended to increase flexibility for site design and to simplify requirements. Side, street side, and rear setbacks are proposed to be consolidated into an “all others” setback equal to the minimum side setback in each zone district. Front setback requirements are proposed for reduction from 15 feet to 5 feet in the Residential Medium, Residential High, Mixed-Use (except Mixed-Use Downtown (MU-3), which has setbacks of 0 feet, or no minimum setback, on all sides), and Commercial districts. Additionally, an option to reduce the 5-foot front setback to 0 feet is available (except in RM-8), as described above.

The amendment introduces maximum lot sizes and lot widths for single-unit and duplex

housing types in order to reinforce the urban form of medium- and high-density residential neighborhoods. These standards are intended to discourage low-density development patterns, promote compact and walkable blocks, and ensure a consistent streetscape character. By establishing upper limits on lot dimensions – alongside minimum frontage, setback, and building design standards – the amendment supports infill development and housing diversity while aligning with the density goals and form-based principles outlined in the Comprehensive Plan.

Across the affected zone district dimensional standards text and tables, there are edits to enhance consistency and clarity and to remove redundancy. The drawings depicting applicable dimensional standards are updated accordingly.

GJMC 21.04.020(e) Principal Use Table

Staff proposes to allow single-unit detached dwellings as a use by right in the RM-12, RH-16, and RH-24 zone districts and duplexes as a use by right in the RH-16 and RH-24 zone districts. This amendment is intended to provide greater flexibility in housing types while maintaining the density and form standards that define these medium- and high-density residential zones. By permitting single-unit detached dwelling units subject to minimum density requirements and applicable lot, bulk, and design standards, the City aims to support infill development, broaden housing choices, and promote a compact urban form that aligns with the goals of the Comprehensive Plan.

GJMC 21.04.040(d) Accessory Use Table

To ensure compliance with HB 24-1152, the City must amend its accessory use table to designate ADUs as an allowed use in all zone districts where single-unit detached dwellings are also allowed. It is mandatory to allow ADUs in MU-1 and P-2, which already allow single-unit detached dwellings. It is further proposed to allow single-unit detached dwellings in RM-12, RH-16, and RH-24; if this is adopted, the City is required to allow ADUs in these districts as well. This amendment will align local regulations with State law, promote housing flexibility, and position the City to access potential state funding and technical resources tied to implementation.

GJMC 21.04.040(e) Accessory Use-Specific Standards

State law requires that the minimum rear setback for an ADU may not exceed the greater of the accessory structure rear setback for the zone district or 5 feet. In most zone districts where ADUs are allowed, the rear setback for accessory structures is already set at 5 feet. However, in the rural and retired districts, the accessory structure rear setback far exceeds 5 feet. Language is proposed to clarify that the accessory structure setback applies.

GJMC 21.08.010 Off-Street Parking and Loading

The recent State law concerning ADUs affects the City's ability to require vehicle parking for an ADU. While the law does not preclude a parking requirement for an ADU altogether, the circumstances under which such requirements are lawful are so limited as to be potentially trivial in impact. Ordinance 5263 removed the parking requirement for ADUs within the accessory use-specific standards. However, it still needs to be

removed from Table 21.08-2: Minimum Off-Street Vehicle Parking Requirements.

GJMC 21.09.040 Lot Layout and Design

The existing provision concerning maximum block length is proposed to introduce more restrictive block length requirements for the proposed single-unit and duplex development in Residential High zone districts. A maximum block length of 400 feet, only to be exceeded when alleys, trails, or dedicated pedestrian access are provided for every additional 200 feet of block length, ensures that the rhythm of human-scale, high-density block form is achieved in the applicable districts.

GJMC 21.14.020 Definitions

The definition of lot coverage contradicts its prescribed method of measurement at 21.14.010(c)(3)(i). The measurement constitutes its intended meaning. Staff proposes revising the definition to match.

GJMC 29.68.020 Alternate Street Standards – Performance Criteria

Staff proposes to allow within an alternate street section the relocation, reduction, or elimination of the default multi-purpose easement where the Zoning and Development Code allows a front setback of five feet or less, provided that the City Engineer determines that utilities can be adequately installed and maintained. This is necessary to accommodate the reduced and optional setback standards proposed by the Zoning and Development Code amendment.

GJMC 29 Appendix

Staff proposes to allow within standard street sections the relocation, reduction, or elimination of the default multi-purpose easement where the Zoning and Development Code allows a front setback of five feet or less, provided that the City Engineer determines that utilities can be adequately installed and maintained. Likewise, the 5-foot “sight zone” required by all standard street sections may be eliminated where front setbacks may be reduced to 0 feet and the safety of sidewalk and street traffic is assured. These changes are necessary to accommodate the reduced and optional setback standards proposed by the Zoning and Development Code amendment.

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on September 17, 2025 in the Grand Junction Daily Sentinel.

ANALYSIS

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

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

The proposed text amendment is consistent with the Grand Junction Comprehensive

Plan's goals related to infill development, housing diversity, efficient infrastructure use, and neighborhood livability.

The amendment would add single-unit detached dwellings to allowed principal uses in the RM-12, RH-16, and RH-24 zone districts; duplex dwellings to the allowed principal uses in the RH-16 and RH-24 zone districts; and accessory dwelling units (ADUs) to the allowed accessory uses in the RH-16, RH-24, MU-1, and P-2 zone districts. Changes to minimum setback requirements, including a 0-foot front setback option in most of the affected zone districts, increase flexibility in residential, mixed-use, and commercial site design. Lot and building standards applicable to (proposed) allowed single-unit and duplex dwellings in medium- and high-density residential zone districts, along with block standards for RH-16 and RH-24, facilitate the introduction of these housing types in lot patterns and scales compatible with the core urban fabric as well as the establishment of efficient residential land uses in suburban contexts.

This proposal responds directly to the Comprehensive Plan's identification of a limited supply of land with existing urban infrastructure, especially in Tier 1 and Tier 2 areas. While significant vacant land remains in the city's Urban Development Boundary, much of it in Tier 3 fringe areas lacks the infrastructure needed to support near-term growth. By allowing single-unit detached homes in medium- and high-density zone districts more commonly located in the urban core and established neighborhoods, this amendment enables private development to deliver a greater range of housing types without relying on costly greenfield expansion. It further grants additional flexibility for mixed-use and commercial development to support urban intensification. The changes support the Plan's emphasis on urban intensification and infrastructure efficiency.

The amendment also recognizes that single-unit detached and duplex homes remain preferred and proven housing products—widely supported by lenders, familiar to builders, and preferred by many residents seeking homeownership. Both housing types are commonly financed through conventional residential loan products, and in the case of duplexes, the potential for rental income can further enhance financing feasibility for owner-occupants. By expanding the contexts in which these housing types can be built—subject to minimum density and site and structure standards—the City supports a housing model that is market-ready, financeable, and capable of adapting to evolving family needs.

Importantly, allowing smaller-lot single-family homes and duplexes in higher-density districts—particularly in infill contexts within the urban core—offers a strategy to soften urban transitions and retain elements of Grand Junction's neighborhood character. Many of the city's older, established areas—especially in and around the North Avenue corridor and central core—feature a mix of single-family homes on compact lots. Supporting the continuation of this pattern through a combination of expanded allowed uses and context-sensitive lot standards preserves a sense of place and cultural continuity, contributing to the Plan's goals to promote Grand Junction's unique Western identity rooted in local pride, agricultural heritage, and livable, human-scaled neighborhoods.

In summary, the proposed amendment supports the Comprehensive Plan by:

- Promoting infill development in Tier 1 and Tier 2 by reducing the need for private development to expand into Tier 3 fringe areas;
- Facilitating delivery of a viable and financeable housing type that supports attainable homeownership;
- Encouraging development patterns that preserve and enhance neighborhood character; and
- Advancing the community's vision for diverse, walkable neighborhoods that reflect Grand Junction's Western identity and livability values.

Staff finds this criterion has been met.

(B) Consistency with Zoning and Development Code Standards. The proposed Code Text Amendment is consistent with and does not conflict with or contradict other provisions of this Code.

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

The proposed amendments to the Zoning & Development Code are consistent with the rest of the provisions in the Code and do not create any conflicts with other provisions in the Code.

Staff finds this criterion has been met.

(C) Specific Reasons. The proposed Code Text Amendment shall meet at least one of the following specific reasons:

a. To address trends in development or regulatory practices;

Revisions pertaining to ADUs address trends in regulatory practices, bringing the code into compliance with recent state law, removing barriers to their continued or expanded construction by revising setback requirements, allowing them as accessory in all zone districts where single-unit detached dwellings are also allowed (including those districts in which such allowance is proposed by this amendment), and by removing the vehicle parking calculation.

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

The amendment modifies requirements for setbacks in the RL-4, RL-5, RM-8, RM-12, RH-16, RH-24, MU-1, MU-2, and CG zone districts. The changes are intended to facilitate more flexible site design for development in general and simplifying setback requirements across most districts.

The amendment also adds requirements for single-unit detached and duplex dwellings in the RM-12, RH-16, and RH-24 districts, including maximum lot size and frontage,

maximum building height, and block length and connectivity requirements. These changes address practical design concerns inherent to the introduction of single-unit detached and duplex dwellings in medium- and high-density residential zone districts, such as maintaining a consistent pattern of lot and block dimensions, ensuring a scale compatible with urban and suburban infill, and maximizing connectivity within larger sites. These standards incorporate several characteristics common to Grand Junction's traditional neighborhoods – such as buildings oriented to the street, walkable block lengths, and recessed garages – which have supported neighborhood connectivity and vibrancy, fostered daily activity and interaction along sidewalks and public spaces, allowed for incremental reinvestment, and accommodated a variety of housing types over time.

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

The amendment modifies residential, mixed-use, and commercial zone districts by reducing, consolidating, or removing setback requirements, adding lot and building standards, and revising formatting and presentation of tables, text, and images.

The amendment expands the range of allowed uses in medium- and high-density residential zone districts, adding single-unit detached dwellings to RM-12, RH-16, and RH-24 and duplex dwellings to RH-16 and RH-24. The amendment expands the range of allowed accessory uses by adding ADUs to the RH-16, RH-24, MU-1, and P-2 zone districts.

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

Staff finds this criterion has been met.

The proposed amendment to Title 29, Transportation Engineering Design Standards (TEDS), is consistent with the goals and policies of the Comprehensive Plan. By allowing the relocation, reduction, or elimination of multi-purpose easements and the elimination of the five-foot sight zone in specific contexts where safety and utility delivery are assured, the amendment provides needed flexibility to support a variety of innovative and context-sensitive design patterns, promoting infill development and housing production.

These provisions reduce regulatory barriers to infill and redevelopment, align with market demand for desirable infill housing, and promote orderly development patterns. In doing so, the amendments directly advance Comprehensive Plan objectives for growth, safety, and livability.

FINDINGS OF FACT AND RECOMMENDATION

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

In accordance with Section 21.02.050(d) of the Grand Junction Zoning and Development Code, the proposed text amendment to Title 21 is consistent with the

Comprehensive Plan and the Zoning & Development Code Standards and meets at least one of the specific reasons outlined.

The proposed amendment to Title 29 is consistent with the Comprehensive Plan.

Therefore, staff recommends approval. Planning Commission will hear this item at a special meeting on September 29, 2025. Their recommendation and meeting minutes will be provided to the City Council prior to the October 1, 2025 meeting.

FISCAL IMPACT:

There is no direct fiscal impact associated with this request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5279, amending Title 21 Zoning and Development Code of the Grand Junction Municipal Code, on final passage and order final publication in pamphlet form.

I move to (adopt/deny) Ordinance No. 5280, amending Title 29 Transportation Engineering Design Standards of the Grand Junction Municipal Code, on final passage and order final publication in pamphlet form.

Attachments

1. Draft Ordinance - ZDC
2. Draft Ordinance - TEDS

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING ZONE DISTRICTS AND DIMENSIONAL STANDARDS, USE STANDARDS, OFF-STREET PARKING, AND MEASUREMENTS AND DEFINITIONS

Recitals

The City Council recognizes the importance of maintaining effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while adapting to current housing needs and market realities. The Comprehensive Plan calls for expanding housing choices, promoting infill and redevelopment, and ensuring an adequate supply of attainable housing to meet the needs of a growing and diverse population. In support of these goals, the City seeks to remove unnecessary barriers that limit flexibility in housing development. Allowing single-unit detached and duplex housing in appropriate zone districts facilitates the production of housing types that are well-established in the local market, broadly recognized by the building industry, and generally more accessible to conventional financing, thereby improving the likelihood of timely and feasible housing development. This strategy also supports the State of Colorado's Proposition 123 objectives by removing local regulatory constraints and enabling more units to come online more quickly, helping the City meet state-established housing production commitments. Reducing setbacks in most districts, while allowing for the elimination of front setbacks altogether in some districts, likewise increases flexibility with building footprint and promotes suitable urban form for infill development in suitable zone districts.

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

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Zoning & Development Code implement the vision and goals of the Comprehensive Plan and that the amendments provided in this Ordinance removes unnecessary zoning restrictions on housing types in higher-density residential districts, thereby supporting greater housing diversity, increasing the potential housing supply, and advancing the State of Colorado's Proposition 123 objectives to accelerate housing production. These amendments further the public health, safety, and welfare of the City and its residents by fostering more flexible and attainable housing opportunities.

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

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

...

21.03.040 DIMENSIONAL STANDARDS GENERAL RULES AND EXCEPTIONS

...

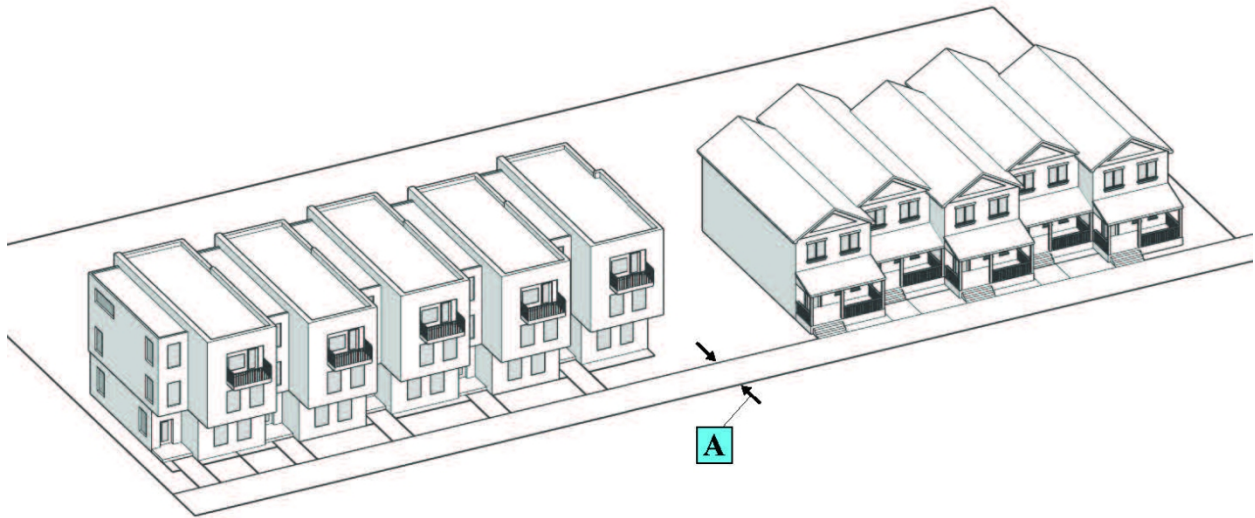
(e) Setback Exceptions.

...

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

...

- (i) ~~On corner lots, in areas where an existing parkway strip exceeds 10 feet in width between a sidewalk and the curb, the front yard setback on a side street may be varied by the Director under the conditions and restrictions listed below. A side street shall be considered that street corresponding to the side yard of the majority of the structures on a block. In unusual or conflicting circumstances, the Director shall designate which street is the side street.~~
- ~~(A) No variance shall be approved to less than five feet from property line.~~
- ~~(B) A variance may be approved only for a single-unit residential use.~~
- ~~(C) Any variance approved shall meet all other provisions of this Code, including sight distance requirements. No variance shall be granted unless the City Engineer finds, in writing, that the proposal will not create a danger to pedestrians or vehicle circulation.~~
- ~~(D) No vehicular access shall be allowed from a side street to any structure approved for a variance under the provisions of this section.~~
- ~~(E) A variance shall only be effective if it is issued by the Director, contains the legal description and any terms and conditions, and is recorded by the applicant prior to issuance of a building permit.~~



- (i) In the RM-12, RH-16, RH-24, MU-1, MU-2, and CG zone districts, the front setback may be reduced from 5 feet to 0 feet, provided that no vehicle access for single-unit or duplex residential will be allowed along the frontage of the lot, and provided one of the following conditions is met:
- (A) A 12-foot-wide attached sidewalk is provided along the entire frontage of the lot.
 - (B) A [1] 6-foot-wide detached sidewalk with [2] 8-foot-wide right-of-way landscape including street trees is provided along the entire frontage of the lot.
 - (C) If street improvements are deferred, the full right-of-way width for the standard street section exists or is dedicated.

...

21.03.050 RESIDENTIAL DISTRICTS

~~(c) Standards Applicable to All Residential Zone Districts.~~

~~(1) Setbacks.~~

- ~~(i) Setback averaging [GJMC § 21.03.040(c)(4)] may be applied to primary and accessory setbacks and the vehicle storage setback may be adjusted proportionately.~~
- ~~(ii) Attached single family dwellings that front onto a private drive, shared drive, parking lot, or other private access way shall be set back a minimum of 15 feet from the edge of the access way, with front loading garages set back a minimum of 20 feet from any vehicular or pedestrian access way.~~

...

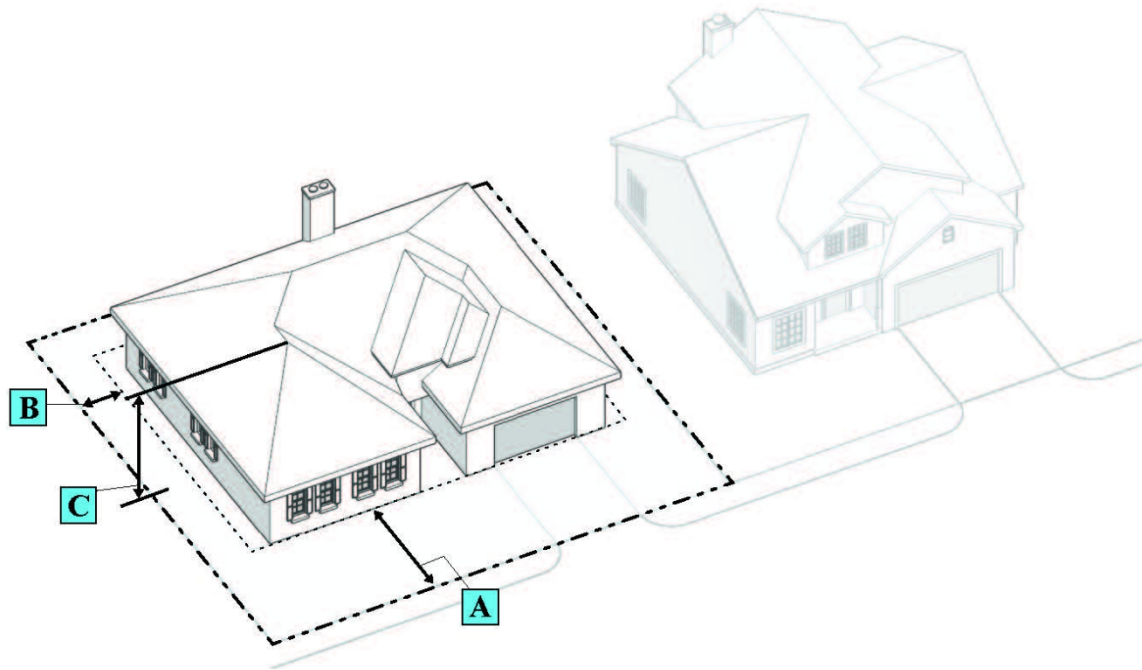
(h) Residential Low 4 (RL-4)

...

(2) Uses and Dimensions.

...

(ii) The following dimensions apply in the R-4 RL-4 zone district:



Lot Standards	
Dimensions (minimum, length feet or area square feet)	
Lot Area	
Single-unit Detached, Duplex	7,000/structure
Single-unit Attached	2,500/unit
Multi-unit	Not allowed
Civic and Institutional	20,000/structure
Lot Width	
Lot area measured by structure	70
Lot area measured by unit	25
Lot Frontage	20
Cluster allowed per 21.03.040(f)	Yes

Building Standards		
Setbacks: Principal Structure (minimum, feet)		
A	Front	15
B	Street Side <u>All Others</u>	15-7
C	Side	7
D	Rear	25
Setbacks: Accessory Structure (minimum, feet)		
	Front	25
	Street Side	20
	Side	3
	Rear	5

Lot Standards	
Reference source not found.	
Density (units/acre) ^[1]	
Minimum Maximum	2 4
Cluster allowed per 21.03.040(f)	Yes
Lot Coverage (maximum)	
Lot Coverage	50%
Maximum Number of Dwelling Units	
Single-unit Attached	4 per building
All Other Residential Uses	As allowed by density

Building Standards		
Height (maximum, feet)		
E C	Height	40

Notes: ^[1] See 21.14.010(a). See 21.03.050(c) for setback adjustments.

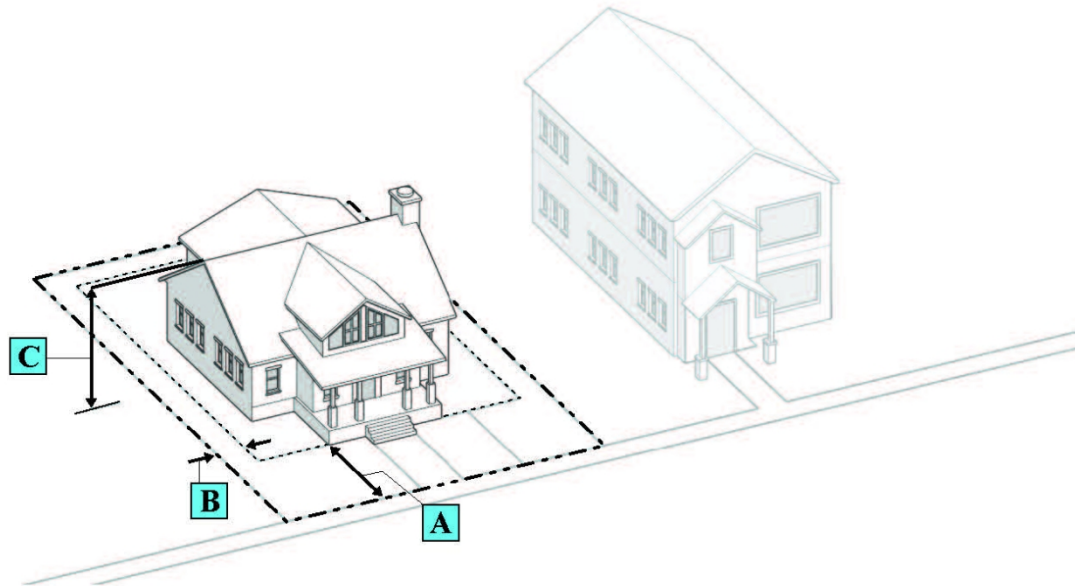
(i) **Residential Low 5 (RL-5)**

...

(2) **Uses and Dimensions.**

...

(ii) The following dimensions apply in the RL-5 zone district:



Lot Standards	
Dimensions (minimum, length feet or area square feet)	
Lot Area	
Single-unit Detached, Duplex	4,000/structure
Single-unit Attached	2,000/unit
Multi-unit	No min
Civic and Institutional	20,000
Lot Width	
Lot area measured by structure	40
Lot area measured by unit	20
Lot Frontage	20
Cluster allowed per 21.03.040(f)	Yes
Density (units/acre) [1]	
Minimum Maximum	3 5.5

Building Standards		
Setbacks: Principal Structure (minimum, feet)		
A	Front	15
B	Street Side All Others	15 5
C	Side	5
D	Rear	15
Setbacks: Accessory Structure (minimum, feet)		
	Front	25
	Street Side	20
	Side	3
	Rear	5
Height (maximum, feet)		
E C	Height	40

Lot Coverage (maximum)	
Lot Coverage	60%
Maximum Number of Dwelling Units	
Multi-unit	4 per building
All Other Residential Uses	As allowed by density

Notes: [1] See 21.14.010(a). See 21.03.050(c) for setback adjustments.

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

...

(2) **Uses and Dimensions.**

...

(ii) The following dimensions apply in the RM-8 zone district:



Lot Standards	
Dimensions (minimum, length feet or area square feet)	
Lot Area	
Single-unit Detached, Duplex	3,000/structure
Single-unit Attached	1,200/unit
Multi-unit	No min
Civic and Institutional	20,000
Lot Width	
Lot Area Set by Structure	40 per lot
Lot Area Set by Unit	16 per unit
Lot Frontage	20 per lot
Density (units/acre) [1]	
Minimum Maximum	5.5 8
Lot Coverage (maximum)	
Lot coverage	75%

Building Standards		
Setbacks: <u>Principal Structure</u> (minimum, feet) [2]		
A	Front	45 <u>5</u>
B	Street Side All Others	15 <u>5</u>
C	Side	5
D	Rear	10
Setbacks: <u>Accessory Structure</u> (minimum, feet)		
	Front	25
	Street Side	20
	Side	3
	Rear	5
Height (maximum, feet)		
E C	Height	50

Notes: [1] See 21.14.010(a). [2] Building location subject to easement and sight zone requirements; see Title 29, Transportation Engineering Design Standards, Appendix. [4] Vehicle storage, including a garage, required front setback is 20 ft.

See 21.03.050(c) for setback adjustments

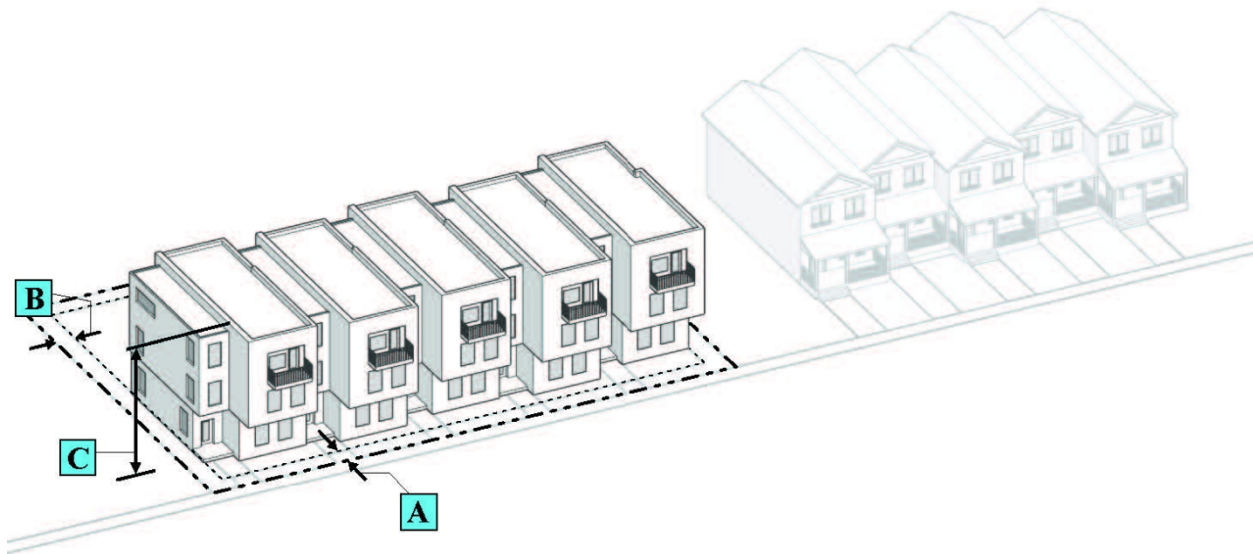
(k) **Residential Medium 12 (RM-12)**

...

(2) **Uses and Dimensions.**

...

(ii) The following dimensions apply in the RM-12 zone district:



Lot Standards	
Dimensions (minimum, length feet or area square feet)	
Lot Area (minimum), any type of unit	No min minimum
Lot Area (maximum), Single-unit Detached and Duplex	8,000
Lot Width (minimum)	30 per lot
Triplex, Fourplex, Townhome (minimum)	16 per unit
Single-unit Detached, Duplex (maximum)	50 per lot
Lot Frontage (minimum)	20
Single-unit Detached, Duplex (maximum)	40
Density (units/acre) [1] GJMC § 21.14.010(a)	
Minimum Maximum	8 12
Lot Coverage (maximum)	
Lot coverage	75%

Building Standards		
Setbacks: Principal Structure (minimum, feet) [2]		
A	Front [4] [3]	45/0
B	Street Side All Others	45 5
C	Side	5
D	Rear	10
Setbacks: Accessory Structure (minimum, feet)		
	Front	25
	Street Side	20
	Side	3
	Rear	5
Height (maximum, feet)		

Lot Standards

Building Standards

E C	Multi-unit (maximum)	65
	Single-unit Attached, Duplex (maximum)	50

Notes: [1] See 21.14.010(a). [2] Building location subject to easement and sight zone requirements; see Title 29, Transportation Engineering Design Standards, Appendix. [3] See 21.03.040(e)(5)(i) for 0-foot setback requirements. [1] Single-family attached vehicle storage, including a garage required front setback is 20 feet. See § 21.03.050(c) for setback adjustments.

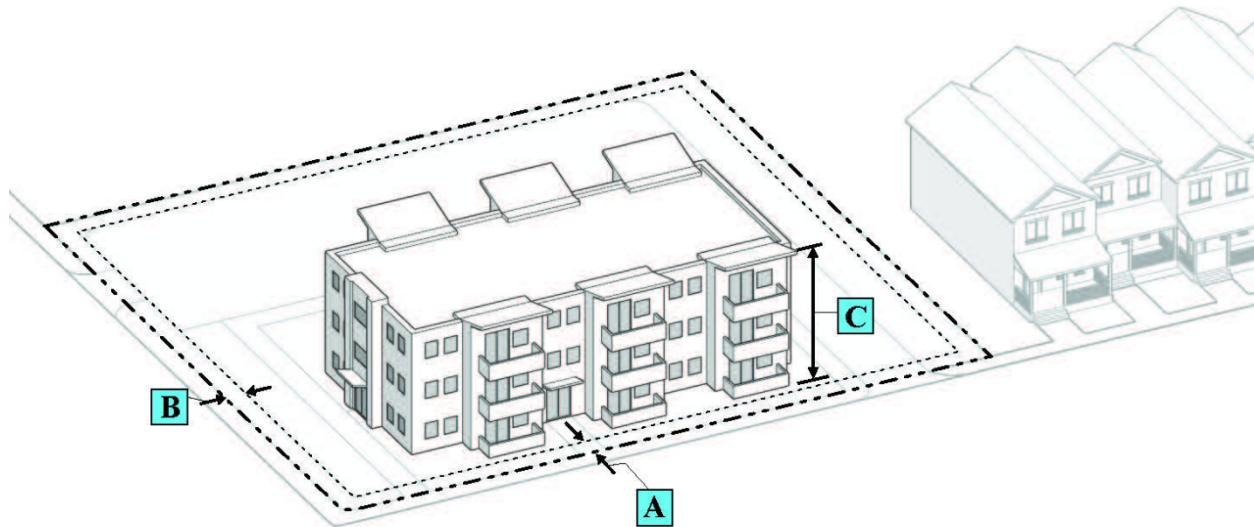
(1) **Residential High 16 (RH-16)**

...

(2) **Uses and Dimensions.**

...

(ii) The following dimensions apply in the RH-16 zone district:



Lot Standards	
Dimensions (minimum , length feet or area square feet)	
Lot Area (<u>minimum</u>), any type of unit	No minimum
Lot Area (<u>maximum</u>), Single-unit Detached and Duplex	6,000
Lot Width (<u>minimum</u>)	30 per lot
Triplex, Fourplex, Townhome (<u>minimum</u>)	16 per unit
Single-unit Detached, Duplex (<u>maximum</u>)	50 per lot
Lot Frontage (<u>minimum</u>)	20
Single-unit Detached, Duplex (<u>maximum</u>)	40
Density (units/acre) [1]	
Minimum Maximum	12 16
<i>Density measurement GJMC 21.14.010(a)</i>	
Lot Coverage (<u>maximum</u>)	
Lot coverage	75%

Building Standards		
Setbacks: Principal Structure (<u>minimum, feet</u>) [2]		
A	Front [4] [3]	45/0
B	Street Side All Others	45 5
C	Side	5
D	Rear	10
Setbacks: Accessory Structure (<u>minimum, feet</u>)		
	Front	25
	Street Side	20
	Side	3
	Rear	5
Height (<u>maximum, feet</u>)		

Lot Standards

Building Standards

E C	Multi-unit (maximum)	60
	Single-unit Attached, Duplex (maximum)	50

Notes: [1] See GJMC 21.14.010(a). [2] Building location subject to easement and sight zone requirements; see Title 29, Transportation Engineering Design Standards, Appendix. [3] See 21.03.040(e)(5)(i) for 0-foot setback requirements. [1] Single-unit attached vehicle storage, including a garage, required front setback is 20 ft.

See 21.03.050(c) for setback adjustments

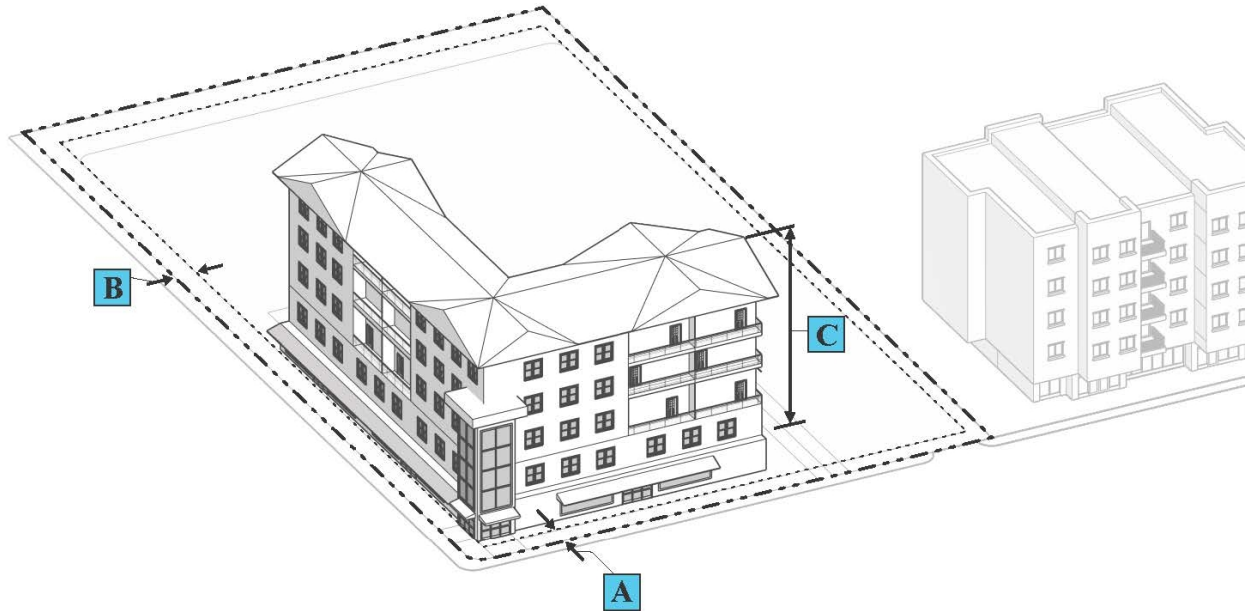
(m) Residential High 24 (RH-24)

...

(2) Uses and Dimensions.

...

(ii) The following dimensions apply in the RH-24 zone district:



Lot Standards	
Dimensions (minimum , length feet or area square feet)	
Lot Area (<u>minimum</u>), all unit types	No minimum
<u>Lot Area (maximum), Single-unit Detached and Duplex</u>	<u>6,000</u>
Lot Width (<u>minimum</u>)	30 per lot
Triplex, Fourplex, Townhome (<u>minimum</u>)	16 per unit
<u>Single-unit Detached, Duplex (maximum)</u>	<u>50 per lot</u>
Lot Frontage (<u>minimum</u>)	20
<u>Single-unit Detached, Duplex (maximum)</u>	<u>40</u>
Density (units/acre) [1]	
Minimum Maximum	16 N/A
<i>Density measurement GJMC 21.14.010(a)</i>	
Lot Coverage (maximum)	

Building Standards		
Setbacks: Principal Structure (minimum) [2]		
A	Front [1] [3]	<u>155/0</u>
B	Street Side All Others	<u>15 5</u>
C	Side	5
D	Rear	40
Setbacks: Accessory Structure (minimum)		
	Front	25
	Street Side	20
	Side	3

Lot Standards	
Lot coverage	80%

Building Standards		
	Rear	5
Height (maximum, feet)		
E C	Multi-unit (maximum)	100
	Single-unit Attached, Duplex (maximum)	50

Notes: [1] See 21.14.010(a). [2] Building location subject to easement and sight zone requirements; see Title 29, Transportation Engineering Design Standards, Appendix. [3] See 21.03.040(e)(5)(i) for 0-foot setback requirements. [1] Single-unit attached vehicle storage, including a garage, required front setback is 20 ft.
See 21.03.050(c) for setback adjustments

21.03.060 MIXED-USE DISTRICTS

...

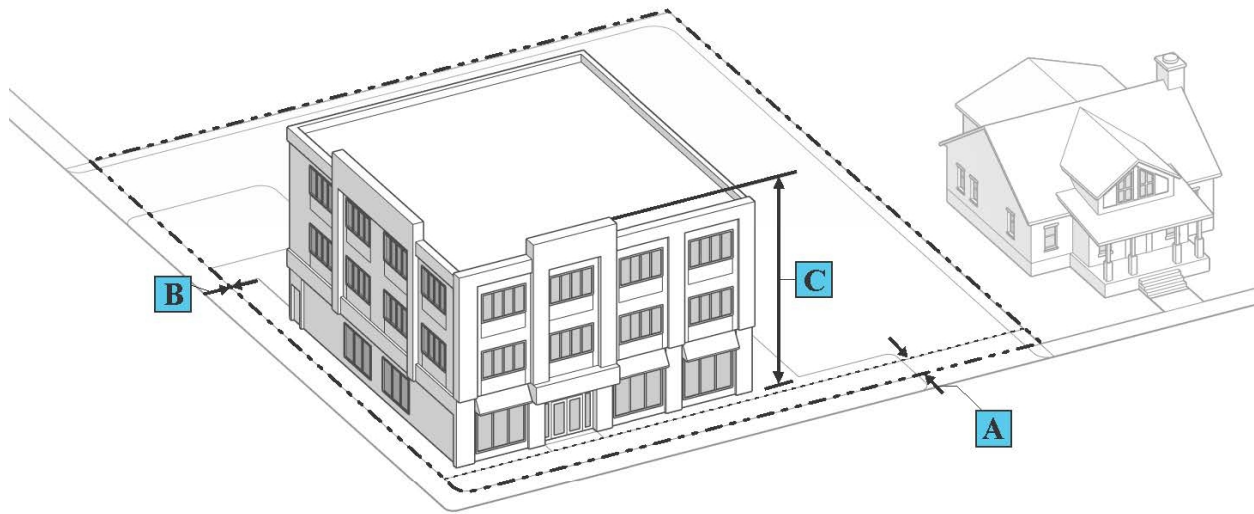
(c) Mixed-Use Neighborhood (MU-1)

...

(3) Dimensions

(i) The following dimensions apply in the MU-1 zone district as follows:

...



Lot Standards	
Residential Standards	
Applicable district standards [1]	RM-8 or RM-12
Minimum density [2]	8 du/acre
Mixed-Use Lot Standards	
Lot area (minimum, feet)	4,000
Lot width (minimum, feet)	50
Lot coverage (maximum)	70%
Parking, Loading, Service	
Access and location	Side or Rear
Use Limits	
Retail uses require a Conditional Use Permit on lots with a Comprehensive Plan land use designation including "Residential" in the title	

Building Standards		
Setbacks: Principal Structure (minimum, feet) [3]		
A	Front [4]	155/0
B	Side <u>All Others</u>	0
D	Rear	10
Setbacks: Accessory Structure (minimum, feet)		
	Front	25
	Side	0
	Rear	0
Height (maximum, feet)		
E C	Height	40
Gross Floor Area (maximum, square feet)		
	Office	30,000

Lot Standards

Building Standards

Notes: [1] Either district may be chosen at rezoning; the chosen district shall be applied consistently. [2] See 21.14.010(a). [3] Building location subject to easement and sight zone requirements; see Title 29, Transportation Engineering Design Standards, Appendix. [4] See 21.03.040(e)(5)(i) for 0-foot setback requirements.

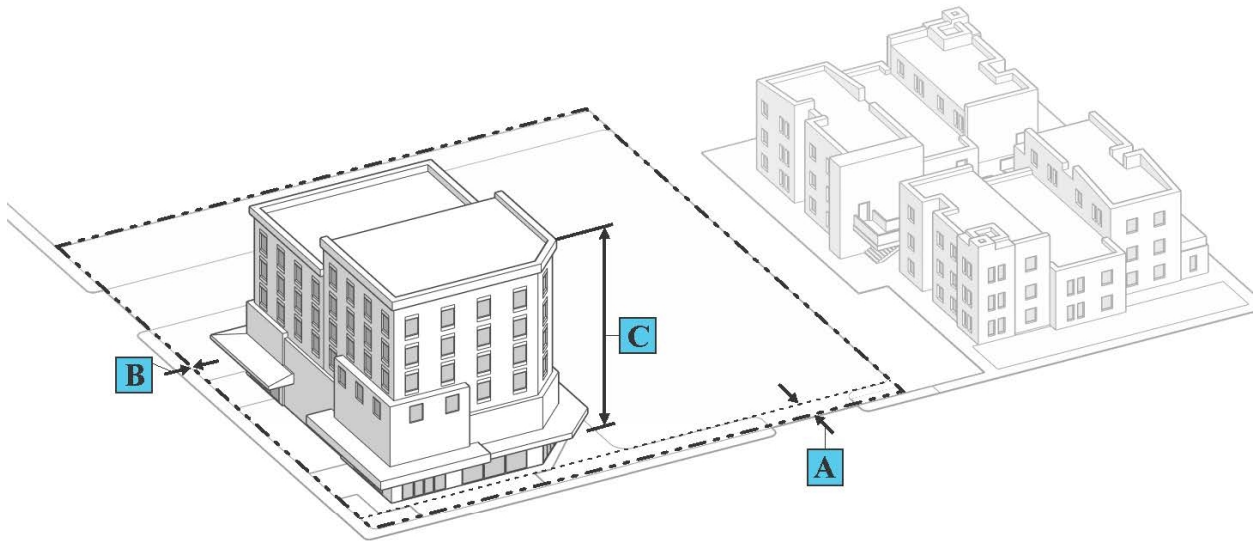
(d) Mixed-Use Light Commercial (MU-2)

...

(3) Dimensions

- (i) The following dimensions apply in the MU-2 zone district as follows:

...



Lot Standards	
Residential Standards	
Applicable district standards [1]	RH-16 or RH-24
Minimum density [2]	16 du/acre
Mixed-Use Lot Standards	
Lot area (minimum, feet)	20,000
Lot width (minimum, feet)	50
Lot coverage (maximum)	100%
Parking, Loading, Service	

Access and location: alley where available, otherwise side or rear

Building Standards		
Setbacks: Principal Structure (minimum, feet) [3]		
A	Front [4]	155/0
B	Side <u>All Others</u>	0
D	Rear	10 [1]
Setbacks: Accessory Structure (minimum, feet)		
	Front	25
	Side	0
	Rear	10
Height (maximum, feet)		
E C	Height	65
Use Limits		

Outdoor storage is not allowed within the front setback.

Notes: [1] Either district may be chosen at rezoning; the chosen district shall be applied consistently. [2] See 21.14.010(a). [3] Building

Lot Standards

Building Standards

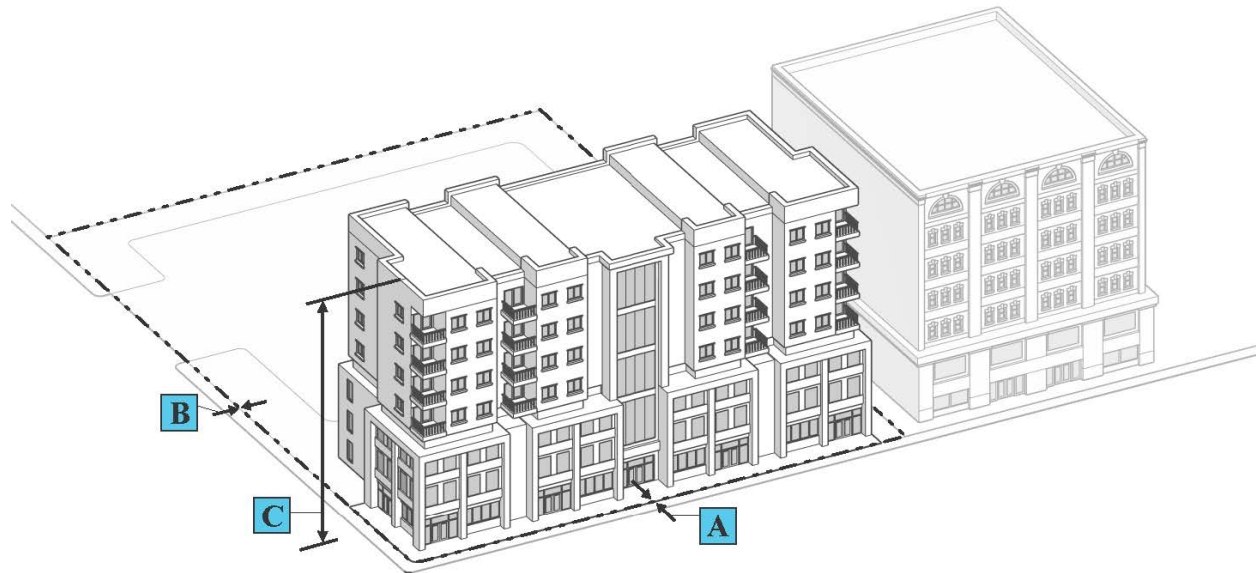
location subject to easement and sight zone requirements; see Title 29, Transportation Engineering Design Standards, Appendix. [4] See 21.03.040(e)(5)(i) for 0-foot setback requirements. [1] 0 feet for a lot on an alley.

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

...

(3) **Dimensions**

(i) The following dimensions apply in the MU-3 zone district as follows:



Lot Standards	
Residential Standards	
Minimum density [1]	8 du/acre
Mixed-Use Lot Standards	
Lot area (minimum, feet)	n/a
Lot width (minimum, feet)	n/a
Lot coverage (maximum)	100%
Parking, Loading, Service	
Access: alley where available, otherwise side or rear	
Location: side or rear	
Use Limits	
Outdoor Entertainment and Recreation uses require a Conditional Use Permit on lots adjacent to a residential zone district	

Building Standards		
Setbacks: Principal Structure (minimum, feet)		
A	Front	0
B	Side <u>All Others</u>	0
D	Rear	0
Setbacks: Accessory Structure (minimum, feet)		
	Front	0
	Side	0
	Rear	0
Height (maximum, feet)		
E C	Height	80

Notes: [1] See 21.14.010(a).

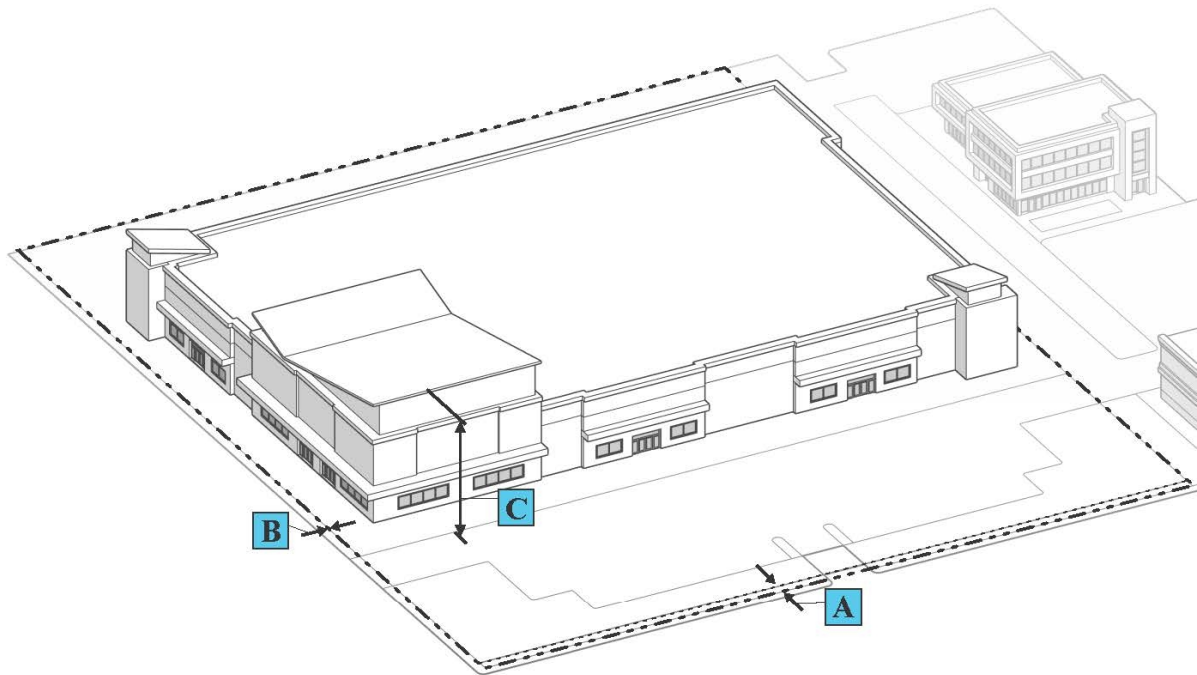
(f) Commercial General (CG)

...

(3) Dimensions

(i) The following dimensions apply in the CG zone district as follows:

...



Lot Standards	
Residential Standards	
Applicable district standards	RH-16
Minimum density [1]	n/a
Mixed-Use Lot Standards	
Lot area (minimum, feet)	20,000
Lot width (minimum, feet)	50
Lot coverage (maximum)	100%
Parking, Loading, Service	
Access: Alley where available, otherwise side or rear	

Building Standards		
Setbacks: Principal Structure (minimum) [2]		
A	Front [3]	155/0
B	Side <u>All Others</u>	0
D	Rear	10 [1]
Setbacks: Accessory Structure (minimum)		
	Front	25
	Side	0
	Rear	10
Height (maximum, feet)		
E C	Height	65
Use Limits		
Outdoor uses are not allowed in a front setback.		

Lot Standards

Building Standards

Notes: [1] See 21.14.010(a). [2] Building location subject to easement and sight zone requirements; see Title 29, Transportation Engineering Design Standards, Appendix. [3] See 21.03.040(e)(5)(i) for 0-foot setback requirements. [4] 0 feet for lot on an alley

21.04.020 PRINCIPAL USE TABLE

...
(e) Use Table.

Zone Districts	...	RL-4	RL-5	RM-8	RM-12	RH-16	RH-24	MU-1	...
Residential Uses									
Household Living									
...									
Dwelling, Single-unit Detached		A	A	A	A	A	A	A	
Dwelling, Duplex		A	A	A	A	A	A	A	
...									

21.04.040 ACCESSORY USES AND STRUCTURES

...
(d) Accessory Use Table.

Zone Districts	...	RL-4	RL-5	RM-8	RM-12	RH-16	RH-24	MU-1	...	P-2
Residential Uses											
Household Living											
...											
Accessory Dwelling Unit		A	A	A	A	A	A	A		A	
...											

(e) Accessory Use-Specific Standards.

(1) Residential Uses.

(i) Accessory Dwelling Unit.

...

(B) Structure Requirements.

...

- e. An accessory dwelling unit, attached or detached, may utilize a minimum rear setback that is the minimum rear setback for all accessory structures.

21.08.010 OFF-STREET PARKING AND LOADING

Table 21. Error! No text of specified style in document.-1: Minimum Off-Street Vehicle Parking Requirements

GFA = Gross Floor Area

	Minimum Vehicle Parking
...	
Accessory Uses	
Residential Uses	
Accessory Dwelling Unit	1 per unit
...	

21.09.040 LOT LAYOUT AND DESIGN

...

(b) Maximum-Block Length Standards.

- (1) No subdivision shall create a block that is greater than 1,400 feet in length in any direction.
- (2) Block Pattern Requirement for Developments that Include Single-unit Detached or Duplex Dwellings in the RH-16 and RH-24 Zone Districts.
 - (i) No subdivision shall create a block that is greater than 400 feet in length in any direction, except that a block may exceed 400 feet in length if one mid-block connection is provided for every additional 200 feet of block length.
 - (ii) Mid-block connections shall be spaced evenly throughout the block and may be an alley or an Active Transportation Corridor or other trail that provides safe, visible, and direct pedestrian access through the block and connect to public sidewalks, streets, or common open space.

21.14.020 DEFINITIONS

...

Lot coverage means that area of the lot or parcel which may be occupied by impervious surfaces the percentage of the total lot area covered by structures. It is calculated by dividing the square footage of structure coverage by the square footage of the lot.

...

INTRODUCED on first reading this 17th day of September 2025 and ordered published in pamphlet form.

ADOPTED on second reading this 1st day of October 2025 and ordered published in pamphlet form.

ATTEST:

Cody Kennedy
President of the City Council

Selestina Sandoval
City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTIONS OF THE TRANSPORTATION
ENGINEERING DESIGN STANDARDS (TITLE 29 OF THE GRAND JUNCTION
MUNICIPAL CODE) REGARDING MULTI-PURPOSE EASEMENTS AND SIGHT
ZONE IN STANDARD AND ALTERNATE STREET SECTIONS**

Recitals

The City Council desires to maintain effective design standards that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions.

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

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

The following sections of the zoning and development code (Title 29 of the Grand Junction Municipal Code) are amended as follows (deletions struck through, added language underlined):

...

...

29.68 ALTERNATE STREET STANDARDS

...

29.68.020 Performance Criteria

...

- (i) Right-of-Way and Multi-Purpose Easements

...

(2) The standard 14-foot multi-purpose easement may be reduced in width if adequate space is shown to exist within the street right-of-way. The standard multi-purpose easement width on streets with a buffer between the sidewalk and the curb is 10-feet. Where the Zoning and Development Code allows a front setback of five feet or less, the multi-purpose easement may be relocated, reduced, or eliminated provided that the City Engineer determines that utilities can be adequately installed and maintained.

APPENDIX

...

Principal Arterial

...

Notes

...

- See details of Multi-purpose Easement Adjacent to Right-of-Way in the standard contract documents.
- Where the Zoning and Development Code allows a front setback of five feet or less, the multi-purpose easement (MPE) may be relocated, reduced, or eliminated provided the City Engineer determines that that utilities can be adequately installed and maintained.
- For Sight Zone requirements refer to 29.28.150 of the TEDS Manual.
- Where the Zoning and Development Code allows a zero-foot front setback, and where this option is elected, the five-foot "sight zone" may be eliminated with adequate sight distance design for safe sidewalk and street traffic to be evaluated with development review. Single-unit and duplex residential vehicle access along any street frontage is prohibited. All single-unit and duplex residential vehicle access must be provided via alley. The sight distance triangles in 29.28.140 still apply at intersections and accesses.

...

Minor Arterial

...

Notes

...

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...

Major Collector 78' ROW ≥ 35 MPH

...

Notes

...

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...

Low Speed Major Collector 70' ROW < 35MPH

...

Notes

...

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...

Minor Collector

...

Notes

...

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...

Local Commercial

...

Notes

...

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...

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- Where the Zoning and Development Code allows a zero-foot front setback, and where this option is elected, the five-foot "sight zone" may be eliminated with adequate sight distance design for safe sidewalk and street traffic to be evaluated with development review. Single-unit and duplex residential vehicle access along any street frontage is prohibited. All single-unit and duplex residential vehicle access must be provided via alley. The sight distance triangles in 29.28.140 still apply at intersections and accesses.

...

Residential and Industrial Local Street

...

Notes

...

- Where the Zoning and Development Code allows a front setback of five feet or less, the multi-purpose easement (MPE) may be relocated, reduced, or eliminated provided that the City Engineer determines that utilities can be adequately installed and maintained.
- Where the Zoning and Development Code allows a zero-foot front setback, and where this option is elected, the five-foot "sight zone" may be eliminated with adequate sight distance design for safe sidewalk and street traffic that will be evaluated with development review. Single-unit and duplex residential vehicle access along any street frontage is prohibited. All single-unit and duplex residential vehicle access must be provided via alley. The sight distance triangles in 29.28.140 still apply at intersections and accesses.

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