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**CITY COUNCIL AGENDA
WEDNESDAY, JANUARY 15, 2025
250 NORTH 5TH STREET - AUDITORIUM
5:45 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming the Month of January, 2025 as National Crime Stoppers Month in the City of Grand Junction

Proclaiming January 20, 2025 as Martin Luther King Jr. Day in the City of Grand Junction

Proclaiming The City of Grand Junction an Inclusive City

Public Comments

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

The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, January 15, 2025 or 4) submitting comments [online](#) until noon on Wednesday, January 15, 2025 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Boards and Commission Liaison Reports

CONSENT AGENDA

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

1. Approval of Minutes

- a. Summary of the December 16, 2024 Workshop
- b. Minutes of the December 18, 2024 Executive Session
- c. Minutes of the December 18, 2024 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance for Supplemental Appropriations for Confluence Center of Colorado and Setting a Public Hearing for February 5, 2025
 - ii. Introduction of an Ordinance Proposing Amendments to the Charter of the City of Grand Junction, Colorado to Change the General Municipal Election Date from the First Tuesday in April of Odd Numbered Years to the First Tuesday in November of Odd Numbered Years and to Extend the Terms of Current Council Members to Coincide with the Change in Election Dates and Refer the Same to the April 8, 2025, Municipal Election and setting a Public Hearing for February 5, 2025

3. Procurements

- a. Purchase Two Compressed Natural Gas Front Load Refuse Trucks from Nextran Truck Center
- b. Authorization for a Contract for Traffic Control Services with AWP Safety DBA WS Barricade Corp.

4. Agreements

- a. Authorize the City Manager to Execute a 3-year Contract Extension for Professional Services with Mesa County for Building Permitting, Inspection, and Contractor Licensing

5. Resolutions

- a. A Resolution Issuing a Revocable Permit within 1824.9 sf of the Rood Avenue and Fourth Street Right-of-Way for Lighting Bollards Adjacent to 130 North 4th Street

- b. A Resolution Finding the 2020 One Grand Junction Comprehensive Plan, Together with the 2025 Grand Junction Municipal 3 Mile Plan Map, Serves as the City's Three-Mile Plan and its Annual Update
- c. A Resolution Authorizing the City of Grand Junction Regular Municipal Election on April 8, 2025, Authorizing the City Clerk to Sign the Intergovernmental Agreement with Mesa County Clerk and Recorder to Conduct Said Election
- d. A Resolution Authorizing an up to Six-month Extension of the Travel and Tourism Memorandum of Understanding Concerning the 2018 Voter Approved Three Percent Lodgers Tax Increase

REGULAR AGENDA

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

6. Public Hearings

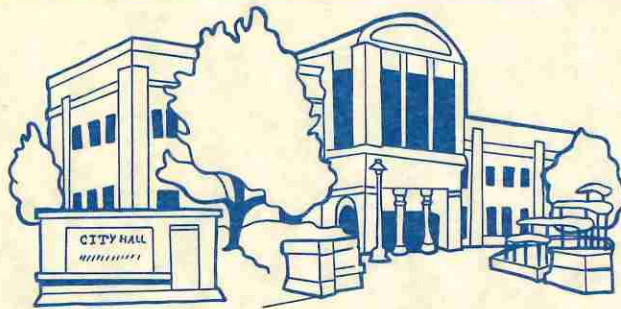
- a. Legislative
 - i. An Ordinance Amending Title 21 Zoning and Development Code to Create Provisions To Regulate Natural Medicine
 - ii. Introduction of an Ordinance for an Amendment of the City Charter to be Placed on the April 8, 2025 Election Ballot to Change the Salary of the City Council and Providing for a Method to Increase the Salary by Ordinance in Future Years and Setting a Public Hearing for February 5, 2025

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, crime is a menace to our society. It tears apart lives and causes feelings of fear, anger and helplessness. As caring citizens, we are obligated to do everything in our power to ensure that our communities are not victimized by criminals; and

Whereas, the Crime Stoppers of Mesa County program has empowered the citizens of Mesa County to take a stand against crime. This program brings together citizens, law enforcement, the media, businesses, and educational institutions to combat crime and make our communities safer; and

Whereas, combining media awareness, cash rewards, and an anonymous tip line and P3 tips app for citizens to contact, Crime Stoppers of Mesa County has created an effective method for solving crimes and helping citizens take back control over their neighborhoods; and

Whereas, the award-winning, nationally recognized Crime Stoppers of Mesa County has been particularly effective and since 1983 has received over 23,200 tips, which have led to 1,857 arrests and the recovery of over \$9,220,000 in drugs and property. Anonymous Crime Stopper callers have been rewarded over \$316,600 for their valuable information; and

Whereas, Crime Stoppers of Mesa County has forged strong working relationships with all area law enforcement agencies, including Colorado State Patrol, Fruita Police Department, Grand Junction Police Department, Mesa County Sheriff's Office, Mesa County District Attorney's Office, and the Palisade Police Department; and

Whereas, Crime Stoppers of Mesa County is working to increase awareness of community safety issues and crime prevention efforts, while also giving back to our community by offering grants to various organizations, partnership with Colorado Mesa University and scholarships to Law Enforcement graduates.

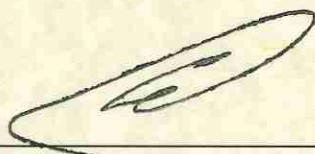
NOW, THEREFORE, I Abram Herman, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of January 2025 as

"National Crime Stoppers Month"

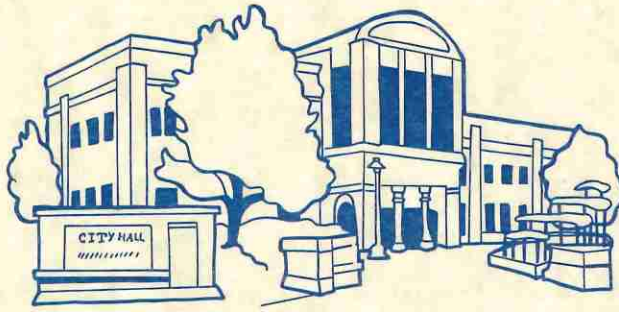
in the City of Grand Junction and call all citizens of Grand Junction to increase their participation in Crime Stoppers of Mesa County in the effort to prevent crime, thereby strengthening the communities in which they live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of January, 2025.





Mayor



City of Grand Junction, State of Colorado

Proclamation

Whereas, that all people, regardless of the color of their skin, the persuasion of their theology, or the level of their intelligence, were built by one Creator with one blood, designed and fashioned to live on one earth with one another; and

Whereas, Martin Luther King, Jr. was a minister who dedicated his life for this purpose so we may, as Americans, truly live out the Declaration of Independence as we hold these truths to be self-evident, that all people are created equal, that they are endowed by their creator with certain inalienable rights, that among these are life, liberty, and the pursuit of happiness; and

Whereas, the third Monday of each January is acknowledged as Martin Luther King, Jr. Day in Grand Junction to honor a great American who awakened a nation's conscience to not judge a person by the color of their skin but by the content of their character.

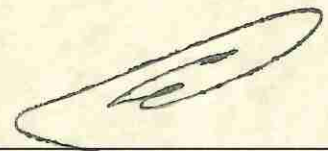
NOW, THEREFORE, I, Abram Herman, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim January 20, 2025, as

"Martin Luther King, Jr. Day"

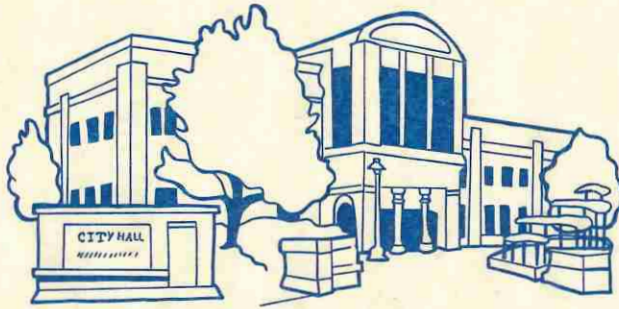
in the City of Grand Junction and encourage all citizens of Grand Junction to observe this day with appropriate activities and programs that honor the memory and legacy of Dr. King.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of January 2025.





Mayor



City of Grand Junction, State of Colorado

Proclamation

Whereas, Grand Junction, CO is a city that welcomes and celebrates people of all races, ethnicities, religions, sexual orientations, genders, economic status and physical and mental circumstances. The City of Grand Junction cherishes our diversity and believes it enhances the quality of life in our community; and

Whereas, Grand Junction respects diversity and desires to ensure that the human rights of all people are protected and to that end the City implores all residents to make known that we do not tolerate discrimination in any form and recognize that marginalized individuals experience increased instances of bias, hate speech, bigotry and violence through no fault of their own; and

Whereas, the residents of Grand Junction are urged to work together to engage in dialogue and move forward to ensure all Grand Junction residents feel their voices are heard, and to ensure that our community will foster equality, social justice and freedom from fear of persecution based on race, religious belief, country of origin, sexual orientation, gender, income, disability, age or family status; and

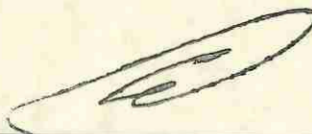
Whereas, the residents of Grand Junction are urged to expand community outreach, engagement and authentic collaboration that will empower each Grand Junction resident with the ability and desire to help create a society that condemns racism, misogyny, intolerance, discrimination or oppression toward any person.

NOW, THEREFORE, the Grand Junction City Council commits to support, participate in and help expand inclusivity conversations in support of a community that is free of oppression, persecution and hate. **FURTHERMORE,** the City of Grand Junction hereby intends to annually recognize the importance of inclusion of all residents of all beliefs and to consider, respect and value the uniqueness and importance of diversity in our community and proclaims

"The City of Grand Junction an Inclusive City"



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of January 2025.



Mayor

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
December 16, 2024

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 Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Mayor Pro Tem Randall Reitz, and Mayor Abram Herman and Councilmember Stout.

Staff present: City Manager Mike Bennett, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Community Development Director Tamra Allen, Parks and Recreation Director Ken Sherbenou, Chief of Police Matt Smith, Fire Chief Ken Watkins, Interim Fire Chief Gus Hendricks, General Services Director Jay Valentine, Deputy City Clerk Misty Williams, and Deputy City Clerk Krystle Koehler.

1. Discussion Topics

a. Impact Fee and Linkage Fee Study Update

Impact Fee Study Overview

Consultants from TischlerBise presented a detailed update on the draft impact fee structure. Key updates and findings include:

- Population and Development Projections:
 - Population: Anticipated growth of 17,260 people in the city, plus 3,270 in the surrounding 201 area over 10 years.
 - Housing Units: Expected addition of 8,200 units in the city and 850 in the 201 area.
 - Employment: 16,600 new jobs anticipated, requiring approximately 6.6 million square feet of non-residential space.
- Fee Components:
 - Transportation: Fees updated to include multimodal network improvements (trails, sidewalks, bike lanes).
 - Parks and Recreation:
 - Parkland fees introduced to replace current land dedication requirements.
 - Impact fees calculated based on growth projections, with costs including new parkland, open space, and park improvements.
 - Fire and Police:
 - New facilities and equipment need to accommodate projected growth.

- Example: 15,240 square feet of police facilities and 19,200 square feet for fire at a cost of 13.9M, along with 10 additional fire apparatus at a cost of 3.3M.
 - Municipal Facilities: New office space and operational facilities for growth-related service demands.
- Fee Adjustments:
 - Tiered Residential Fee Structure: New approach based on housing size, shifting from uniform fees for single-family and multi-family units.
 - Projected Revenue vs. Costs:
 - Parks and Recreation: \$46.9M in revenue, \$49.9M in costs, leaving a \$3M funding gap.
 - Transportation: \$133.694,557M revenue vs. \$144.668,755M in costs.
 - Fire: \$16.6M revenue vs. \$17.2M in costs.
 - Gaps attributed to credits for existing debt and assumptions about non-annexed development.

Council Discussion Points:

- Housing Affordability:
 - Concerns about fees disproportionately affecting smaller homes and starter housing.
 - Desire for equitable fee distribution among housing types.
- Transportation and Parks:
 - Questions about maintaining service levels without deterring new development.
 - Debate over the inclusion of open space in impact fee calculations, with some councilmembers suggesting it could be omitted.
- Fee Structure and Growth:
 - Emphasis on using fees to address growth impacts while avoiding penalties for existing deficiencies.
 - Requests for further analysis to validate fee projections and compare to peer cities.

Linkage Fee Study

TischlerBise also presented findings on linkage fees, focusing on non-residential development's impact on affordable housing needs.

- Study Highlights:
 - Focused on job creation from non-residential development and corresponding housing demand for workers earning at or below 100% Area Median Income (AMI).
 - Used weighted construction cost averages to estimate affordability gaps for rental and for-sale units.
- Council Concerns:
 - Impact on Business Development:

- High fees for certain sectors (e.g., retail and lodging) could deter investment.
- Calls for modeling fees based on historical development trends to predict revenue impacts.
- Fee Methodology:
 - Questions about the basis for income thresholds and job estimates per square foot.
 - Requests to re-examine how mixed-use and speculative developments would be assessed.
- Workforce Housing Needs:
 - Discussion of alternative funding mechanisms, including grants and public-private partnerships.
 - Concerns about balancing housing affordability with maintaining a competitive commercial environment.

b. Possible 2025 Municipal Election Questions

Potential Ballot Questions:

- First Responder Tax:
 - Revisiting the previous half-percent sales tax for police and fire services.
 - Emphasis on sustainable funding for operational costs, which have outpaced revenues from the 2019 tax measure.
 - General agreement to delay until at least 2026 to allow for public outreach and detailed analysis.
- Council Salaries:
 - Proposal to tie council salaries to a percentage of the area median income.
 - Suggested exclusions for current council members and those elected in April 2025 to address public concerns over self-compensation.
- Rank Choice Voting:
 - Discussion of implementing ranked choice voting for municipal elections.
 - Questions about voter education and alignment with state election systems.
- Workforce Housing:
 - Dedicated funding proposals for affordable housing, potentially linked to the linkage fee discussion or other revenue sources.
- Charter Amendments:
 - Moving municipal elections to November odd-numbered years to increase turnout.
 - Considering a directly elected mayor model, based on Fruita's structure, where the mayor serves as a public figure but has limited voting power.
- Collective Bargaining for Firefighters:
 - Discussion of placing a referendum on the ballot to formalize a collective bargaining agreement.
 - Acknowledgment that this could be deferred to align with firefighter requests for implementation in 2026.

Council Discussion:

- Agreement on the need for robust public engagement and education for any ballot initiatives, especially tax-related measures.
- Preference for deferring more complex issues (e.g., first responder tax) to November or later elections.
- Interest in prioritizing low-barrier initiatives, such as council salaries, for the April 2025 ballot.

2. City Council Communications

The Council discussed scheduling an Executive Session regarding the Resource Center.

3. Next Workshop Topics

The Mayor summarized future workshop topics.

4. Other Business

There was none.

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

**City Hall Administration Conference Room
December 18, 2024**

Call to Order

Council President Herman called the Executive Session of the Grand Junction City Council to order at 5:20 p.m. on the 18th day of December 2024.

Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Anna Stout, Council President Pro Tem Randall Reitz and Council President Abram Herman.

Executive Session

Councilmember Stout moved and Councilmember Kennedy 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 C.R.S. SECTIONS 24-6-402(4)(e)(I) AND 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW REGARDING POSSIBLE LEASE OR PURCHASE OF, OR OTHER USAGE ARRANGEMENT(S) FOR, REAL PROPERTY IN THE CITY OF GRAND JUNCTION FOR RELOCATION OF THE RESOURCE CENTER. DISCLOSURE OF THE LOCATION OF SUCH REAL PROPERTY IS NOT MADE BECAUSE SUCH DISCLOSURE WOULD COMPROMISE THE PURPOSE OF THE EXECUTIVE SESSION.***

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 passed 7-0.

Adjournment

There being no further business, the meeting adjourned at 6:21 p.m.

Selestina Sandoval
City Clerk



Grand Junction City Council
Minutes of the Regular Meeting
December 18, 2024

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 18th day of December 2024, at 6:35 p.m. Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Anna Stout, Council President Pro Tem Randall Reitz and Council President Abram Herman.

Also present were City Manager Mike Bennett, City Attorney John Shaver, General Services Director Jay Valentine, Principal Planner David Thornton, Deputy City Clerk Krystle Koehler, and Deputy City Clerk Misty Williams.

Council President Herman called the meeting to order. Council President Pro Tem Reitz led the audience in the Pledge of Allegiance, followed by a moment of silence.

Proclamations

Proclaiming December 18, 2024, as International Day of the Migrant in the City of Grand Junction

Councilmember Stout read the proclamation declaring December 18, 2024, as International Day of the Migrant in the City of Grand Junction.

Iriana Medina and Ruben Pacheco were in attendance to accept the proclamation.

Public Comments

Public comments were heard from Tom Aker and Shane Burnant.

City Manager Report

City Manager Mike Bennett reported on attending a meeting with members of the downtown business community as well as staff from the City of Grand Junction Police Department at the Elks Lodge to discuss the Resource Center.

He also recognized the career and retirement of Principal Planner David Thornton, and the newly awarded role of Deputy Fire Chief to Gus Hendricks.

Boards and Commission Liaison Reports

Councilmember Beilfuss reported on the Business Incubator Board and its Holiday Expo event, the Historic Preservation Board attended an open house and appreciation event at the train station to recognize the AmeriCorps workers efforts there, the Chamber Economic Outlook luncheon, and his participation in a ride along with Officer Naik and Trevor Hawkins for the Homeless Coalition.

Council President Pro Tem Reitz reported on a week full of upcoming events being put on by the Black Citizens and Friends Committee, in honor of Martin Luther King, Jr. Day.

Councilmember Stout gave an update on the Air Service Alliance Memorandum of Understanding (MOU), Colorado Municipal League (CML) Executive Board Meeting, and a legislation update on bills that CML has been monitoring. They include the following bills that have been opposed by CML: Economic Development Inclusion of Agricultural Land in Urban Renewal Areas bill, as well as Land Use for Manufactured Housing bill and the Land Use for YIGBY (Yes in God's Back Yard) bill. CML's opposition of these bills pertains primarily to local control. The following bills have been supported by CML: Housing Construction Defects bill, Public Safety/Criminal Justice Local Authorities Enforce Vehicle Registration bill, the Wildfire Support to Increase Prescribed Burns bill, and Amend Position for the Building Codes Accessible Building Codes.

Councilmember Nguyen gave an update on the Urban Trails committee. They conducted a walk audit of the West Transfer area in October 2024 and are planning to schedule another walk in January or February 2025.

Councilmember Kennedy reported on the Grand Junction Economic Partnership meeting, as well as provided updates on a meeting at the airport for the airport board, the redesign of the Grand Junction airport and the Chamber Economic Outlook meeting.

Council President Herman gave an update on the Business Incubator Holiday Event, as well as the City of Grand Junction Volunteer Appreciation dinner. The Downtown Development Authority Board talked about a request for proposal (RFP) process for the White Hall property, and grants that have been awarded to various businesses.

CONSENT AGENDA

1. Approval of Minutes

- a. Minutes of the November 20, 2024, Regular Meeting

- b. Minutes of the November 25, 2024, Special Meeting
- c. Summary of the December 2, 2024, Workshop
- d. Minutes of the December 4, 2024, Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Amending Title 21 Zoning and Development Code to Create Provisions to Regulate Natural Medicine

3. Procurements

- a. Authorize Change Order #6 with Garney Construction to Add Construction Year 2025 Funds to the Guaranteed Maximum Price (GMP) Contract for the Persigo Wastewater Treatment Plant Phase 1 Expansion Project – MOVED TO REGULAR AGENDA

4. Resolutions

- a. A Resolution Designating the Location for the Posting of the Notice of Meetings, Establishing the 2025 City Council Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council
- b. A Resolution Authorizing the City Manager to Sign the Colorado Housing and Finance Authority (CHFA) Grant Contract for the Land Acquisition of 21.45 Acres for the Future Development of Affordable and Attainable Housing
- c. A Resolution Authorizing an Application to the Bureau of Reclamation (BOR) to Fund Irrigation Improvements at Whitman Park

Councilmember Kennedy requested that Consent Agenda Item 3a be moved to the Regular Agenda.

Councilmember Stout moved to adopt Consent Agenda Items 1, 2 and 4, seconded by Councilmember Nguyen. Motion carried by a unanimous voice vote.

REGULAR AGENDA

3a. Authorize Change Order #6 with Garney Construction to Add Construction Year 2025 Funds to the Guaranteed Maximum Price (GMP) Contract for the Persigo Wastewater Treatment Plant Phase 1 Expansion Project – MOVED FROM CONSENT

Councilmember Kennedy requested more information regarding the price as well as the timeline involved. City Manager Mike Bennett provided clarification on the change order, explaining that due to the size and expected duration of the project, that the City originally authorized only the initial anticipated amount for 2024. Because the project is on budget and moving forward on schedule to be completed in April 2026, Change Order #6 is necessary to allocate the remainder of the project budget.

Councilmember Stout moved to adopt Consent Agenda Item 3, seconded by Councilmember Nguyen. Motion carried by a unanimous voice vote.

5. Procurements

a. Discussion and Consideration of an Agreement for Construction of a Materials Recovery Facility

The City's dual-stream recycling program currently serves approximately 35 percent of residential customers but is unable to expand due to significant capacity constraints. To address this, the City issued a Request for Proposal (RFP) to identify a partner to enhance and expand waste diversion services. This process resulted in responses from three companies: Bruin Waste, Republic Services, and WM (Waste Management). After staff interviewed both Bruin Waste and WM, they recommended Bruin Waste as the preferred partner, citing its alignment with the City's goals and the findings of the Materials Recovery Facility (MRF) feasibility study.

At the City Council Workshop on October 21, however, the Council discussed the desire for a public discussion to review the distinct solutions presented in the RFP responses. To facilitate this process, a subcommittee comprising Councilmembers Stout, Beilfuss, and Simpson was formed. The subcommittee held three public meetings: on November 15, November 25, and December 9. During these meetings, the committee heard presentations and engaged in discussions with each of the three proposers. Based on their evaluation, the subcommittee recommended advancing Bruin Waste's proposal for further consideration by the full Council.

The contemplated public-private partnership involves the construction and operation of a MRF capable of processing recyclables not only for the City but also for surrounding communities. Currently, the City processes approximately 1,600 tons of recyclable material annually. However, a new MRF will be designed and constructed to be scalable

to meet future local and regional demand. That demand includes expanded curbside, commercial, and public recycling collections.

The MRF will include a 58,450 sq. ft. building on 9.58 acres of industrial-zoned land. Utilizing an existing site reduces costs significantly, with the building cost estimated at \$5.5 million, which equates to \$94.10 per sq. ft., inclusive of land. For comparison, the new 19,000 sq. ft. fleet GVT maintenance building is being constructed at a cost of \$8.01 million, or \$384 per sq. ft. (excluding land). Equipment costs are estimated between \$8 million and \$10 million.

From an operational standpoint, the project is expected to benefit from Extended Producer Responsibility (EPR) funding, which will cover 100 percent of operational costs, including debt service, by 2026. This financial support will help minimize rate increases for residents and allow debt payments to be deferred until the facility is operational.

The MRF project remains in the planning phase, with many variables to be finalized, but it represents a critical step toward addressing capacity challenges, increasing recycling rates, and supporting the City's broader sustainability goals. By partnering with Bruin Waste, the City is positioned to deliver an efficient and cost-effective solution that will serve the community and surrounding region for years to come.

Bruin Waste CEO Jeff Kendall provided a presentation to Council on the MRF project. Following the presentation, Council discussed Swiffer grant's deadline of Friday 12/20/24, as well as tip fee costs, customer service, prices for customers staying consistent, and terms of the debt service. Questions from Council included what will the role of the current city recycling building play in the future, will glass be accepted, can the automated system handle glass, how much could the facility handle, and what if the demand is exceeded. Bruin Waste CEO Jeff Kendall and General Services Director Jay Valentine were available to answer questions fielded by Council.

The public comment hearing opened at 8:41 pm.

No comments were heard.

The public comment period closed at 8:41 pm.

No further comments were heard from Council.

Councilmember Stout moved to authorize City staff to negotiate a contract for a Materials Recovery Facility with Bruin Waste to bring back for Council consideration, seconded by Councilmember Nguyen.

The motion carried by voice vote 6-1, with Councilmember Simpson voting no.

6. Public Hearings

a. Quasi-Judicial

i. **An Ordinance Amending Title 31 One Grand Junction Comprehensive Plan (Comprehensive Plan) including Chapter 31.04 Comprehensive Plan and Establish a Land Use Designation of Residential Low and Assignment of Tier 2 for Two Properties consisting of Approximately 9.5 Acres Located on the East Side of 30 Road just North of the Colorado River**

The Persigo Board, comprised of all the members of the Grand Junction City Council and Mesa County Board of County Commissioners, recently approved changes to the Persigo 201 Sewer Service Boundary in April and July 2024, respectively. The change was part of the Second Amendment to the Persigo Agreement, which states that the “Agreement expresses the Parties’ joint desire that the Urban Development Boundary (UDB) and the 201 boundaries align.” The 201 Sewer Service boundary change removed areas from the 201 Service area boundary.

The following amendments to Chapter 31.04.010 have been recommended:

- Change the Urban Development Boundary (UDB) to align with the Persigo 201 Boundary as established by the Persigo Board in 2024.
- Update the UDB and 201 boundaries on the Land Use Map, Repeal and Replace the Land Use Map (pg. 59).
- Update the UDB and 201 boundaries on the Intensification and Growth Tiers Map, Repeal and Replace the Intensification and Growth Tiers Map (pg. 57).
- Update the UDB and 201 boundaries on the Service Area and Development Map, Repeal and Replace the Service Area and Development Map (pg. 52).
- Establish the Residential Low Land Use designation on two properties (Tax parcels 2943-213-00-064 and 2943-213-00-065), including them on the Land Use Map in Chapter 3 of the Comprehensive Plan (pg. 59).
- Establish the Tier 2 designation on the Intensification and Growth Tiers Map for two properties (Tax parcels 2943-213-00-064 and 2943-213-00-065), including them on the Intensification and Growth Tiers Map in Chapter 3 of the Comprehensive Plan (pg. 57).

The proposed amendments to the Comprehensive Plan satisfy the review criteria for an administrative application provided in Section 21.02.050(e)(4)(iii) of the Zoning and Development Code.

Principal Planner David Thornton presented this item and was available to answer questions from Council.

The public hearing opened at 9:03 pm.

No public comment was heard.

The public hearing closed at 9:03 pm.

Comments were heard from Councilmembers Stout, Kennedy, and Council President Pro Tem Reitz.

Councilmember Stout moved and Councilmember Nguyen seconded to adopt Ordinance No. 5243 approving the request to amend Title 31 One Grand Junction Comprehensive Plan including Chapter 31.04, on final passage and ordered final publication in pamphlet form.

Motion carried by unanimous roll call vote.

7. Non-Scheduled Comments

No comments were heard.

8. Other Business

No other business was discussed.

9. Adjournment

The meeting adjourned at 9:05 pm.

Misty Williams
Deputy City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: January 15, 2025
Presented By: Jodi Welch, Interim Finance Director
Department: Finance
Submitted By: Jodi Welch, Finance Director

Information

SUBJECT:

Introduction of an Ordinance for Supplemental Appropriations for Confluence Center of Colorado and Setting a Public Hearing for February 5, 2025

RECOMMENDATION:

Staff recommends introducing the proposed ordinance making supplemental appropriations to amend the 2025 City of Grand Junction Budget and setting a hearing for February 5, 2025.

EXECUTIVE SUMMARY:

At the City Council workshop on December 2, 2024, Council expressed support for funding the Confluence Center of Colorado for the acquisition of .8 acres within the RiverFront at Dos Rios as well as payment of development fees related to the project. This action will introduce the supplemental appropriation to provide spending authority of \$299,749. The acquisition and project is pending plat finalization for the lot, once that is completed, the date of the public hearing will be set.

BACKGROUND OR DETAILED INFORMATION:

The Confluence Center of Colorado, comprised of five local non-profits including RiversEdge West, One Riverfront, Colorado Canyons Association, the Colorado West Land Trust and Eureka! McConnell Science Museum is requesting \$299,748.60 in funding to assist in the construction an approximately 10,700 square foot building within the RiverFront at Dos Rios. The building will be home to this non-profit collaborative center and include office and meeting space, and Pre-K education and childcare for their employees and the broader community.

The request of \$299,748.60 includes the price to purchase the .80 acres of land for the majority of their building site (\$239,886) and the remainder reflects the cost of

development-related fees including the application, Transportation, Fire, Police, Water tap, sewer tap, storm drainage and engineering inspection fees (\$59,862.60). Additional information about the project is contained within the attached communications from the Confluence Center.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grand Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and is supported by the supplementary documents incorporated by reference above.

This new spending for the Confluence Center will come from the available fund balance in the General Fund which is projected at \$12.84 million after Council's authorization of the supplemental appropriation using \$2.6 million from the available fund balance, which included \$1.96 million for the Salt Flats Infrastructure. Now that the City has been notified of the grant award for the Salt Flats Infrastructure, \$1.96 million will be replenished to the reserve increasing the projected available fund balance from \$12.84 to \$14.8 million at December 31, 2024.

SUGGESTED MOTION:

I move to introduce an ordinance making the supplemental appropriations to the 2025 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2025 and ending December 31, 2025, and set a hearing date for February 5, 2025.

Attachments

- 1. Confluence Ctr 10.19.2023
- 2. Confluence Ctr 03.14.2024
- 3. Confluence_Center_City_Request_2024.10.25
- 4. Confluence Ctr Brochure
- 5. 2025 Supplemental Appropriation Ordinance First Reading, January 15, 2025 (2)



Members of the Grand Junction City Council

October 19, 2023

Via E-mail

Dear City Council Members:

We are excited to bring to your attention an ambitious partnership involving five local organizations: RiversEdge West, Eureka! Science Museum, Colorado West Land Trust, One Riverfront, and Colorado Canyons Association. These organizations share a common commitment to land and water conservation, stewardship, community engagement, recreation, collaboration, education, and science. Together, we aim to transform the Confluence Center building at Dos Rios into a vibrant reality.

Our collective vision for the Confluence Center is to establish a non-profit center that offers collaborative office and meeting space, pre-K education and childcare for our employees and the broader community, and a focal point for the region on our shared values. The center will host conferences, public presentations, and countless other events to engage the community. We believe that the benefits of the center will extend far beyond the sum of its parts. By fostering community involvement and knowledge sharing, it will significantly enhance the support for each partner's missions.

To turn this vision into reality, approximately six million dollars will be needed for the center's construction. We respectfully request the City of Grand Junction to donate a portion of the land for the center as a way to support this effort, the organizations and our collective missions. The center will be an important anchor to the Dos Rios development and contribute to the character of the new neighborhood, helping to make it a vibrant place to live and work. We have broad community support and have engaged a consultant to lead our capital campaign.

We welcome the opportunity to meet with the council and share more details about the center's vision, benefits, timeline, and capital campaign. Please don't hesitate to reach out to us with any questions.

Sincerely,

Rusty Lloyd, Executive Director, RiversEdge West
Jenn Moore, Executive Director, Eureka! Science Museum
Rob Bleiberg, Executive Director, Colorado West Land Trust
John Gormley, Chair, Riverfront Foundation
Chris Herrman, Executive Director, Colorado Canyons Association

CONFLUENCE CENTER OF COLORADO
*Supporting the community by advancing land and water conservation, science, recreation, and
environmental education*
EIN 93-3159806



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

March 14, 2024

Dear City Council,

We are writing to express excitement for a potential new gem to be built along the Colorado River in Grand Junction – the Confluence Center of Colorado. As the leaders tasked with bringing this project to reality, we are hopeful the City of Grand Junction will share in our enthusiasm for this project and consider supporting this with a gift of land to the organization. The city’s partnership in this project is critical to our success.

We know the city shares a commitment to the redevelopment of the riverfront and has in fact partnered with our organizations in the past to help build trail systems and restore vital habitat along the river corridors. We have valued these partnerships and hope to continue that legacy with you in this new and exciting project. This project carries in the same spirit of past partnerships with the city by revitalizing our riverfront in the new Dos Rios redevelopment.

Confluence Center of Colorado was founded by five leading local non-profits: RiversEdge West, One Riverfront, Colorado Canyons Association, the Colorado West Land Trust and Eureka! McConnell Science Museum. Once built, the Confluence Center of Colorado will bring together mission-focused organizations working at the confluence of land and water science, education, agriculture, and stewardship. Together, the Confluence Center partners’ united presence and unique location will increase science-based education and stewardship capability and magnify the long-term impact to shape our land and water future for the community. With support from leaders like the city of Grand Junction, we can realize our vision to construct this important place. These non-profits have a proven track record of successful projects and initiatives and are committed to collaboratively making this place a reality to make an even greater difference in the environmental and recreational landscape of this community.

Currently, the Confluence Center of Colorado has raised \$2.8 million with a goal of \$7.5 million. We have many community leaders and organizations that are engaging in this project, but it will take resources from leaders like the City Council to make the project a reality.

Enclosed with this letter you will find our case for support, which outlines in more detail the proposed project. We welcome the opportunity to discuss this project further and address any questions or concerns you may have.

Thank you for taking time to look at this incredible project and we are excited about the possibility of partnering with you to make a lasting impact on the long-term sustainability of our riverfront.

Sincerely,

Confluence Center Leadership Committee

Biff Messinger Don Schuster Joe Higgins John Gormley Mary Thom Marian Heesaker
Mike Perry Randy Spydell Rebecca Frank Stefanie Harville Tawni Kelley

CONFLUENCE CENTER OF COLORADO

Supporting the community by advancing land and water conservation, science, recreation, and environmental education

EIN 93-3159806



Members of the Grand Junction City Council – via email

October 25, 2024

Dear City Council Members:

We are sending this letter as an updated request to the first two letters you received, the first was dated 10/19/2023, and the second was dated 04/01/2024.

Design completion and formal submission for our building permit will conclude at the end of this month. The Confluence Center, Grand Junction Community Development, and May Reigler Properties have been working together since our last correspondence to detail the final property boundaries and determine values for the land in question. The following narrative and attached exhibit describe how the parcels of land will be conveyed, combined, and acquired for the Confluence Center Project:

The City of Grand Junction will sell May Riegler .313 acres for ~\$90,436. This value is calculated on a \$288,934 per acre price. The blue hatch area in the attached exhibit shows this area. This cost would be deducted from the contractual sell price of the City's existing Lot 5 to May Riegler.

To create the Lot for the Confluence project, the .313 City-owned property needs to be combined with .49 acres of property currently owned by May Reigler, the parcel was formerly the 'Sunshine Polishing Lot' and is shown in the yellow hatch on the attached exhibit. The value of this property is ~\$149,450. This value is calculated on a \$305,000 per acre price.

May Riegler plans to convey to the Confluence project a larger area of .91 acres. However, this additional acreage (.11 acres) will eventually be needed to accommodate the remaining May Reigler development in this area. So there will be no funding request for this portion of the lot.

Our formal request from the City of Grand Junction is to fund the acquisition of .80 acres of the .91 acre lot, the proposed lot 3 that is outlined in red in the attached exhibit, for the amount of \$239,886. We're also requesting payment for all development-related fees. This includes the application, TCP, Fire, Police, water tap, sewer tap, storm drainage, and the engineering inspection fee for a combined value of \$59,862.60. The cumulative value of our formal request is **\$299,748.60**.

The local organizations that are partnering to make this a project a reality are: RiversEdge West, EUREKA! McConnell Science Museum, Colorado West Land Trust, One Riverfront, Colorado National Monument Association, and Colorado Canyons Association. These organizations all share the values of land and water conservation, stewardship, community, collaboration, education, and science. They all believe the Confluence Center will raise the visibility of these issues in the community to the benefit of the partners' missions.

Thank you for your consideration, we're confident that this project will greatly benefit the Grand Junction community for years to come.

Don't hesitate to reach out with any questions!

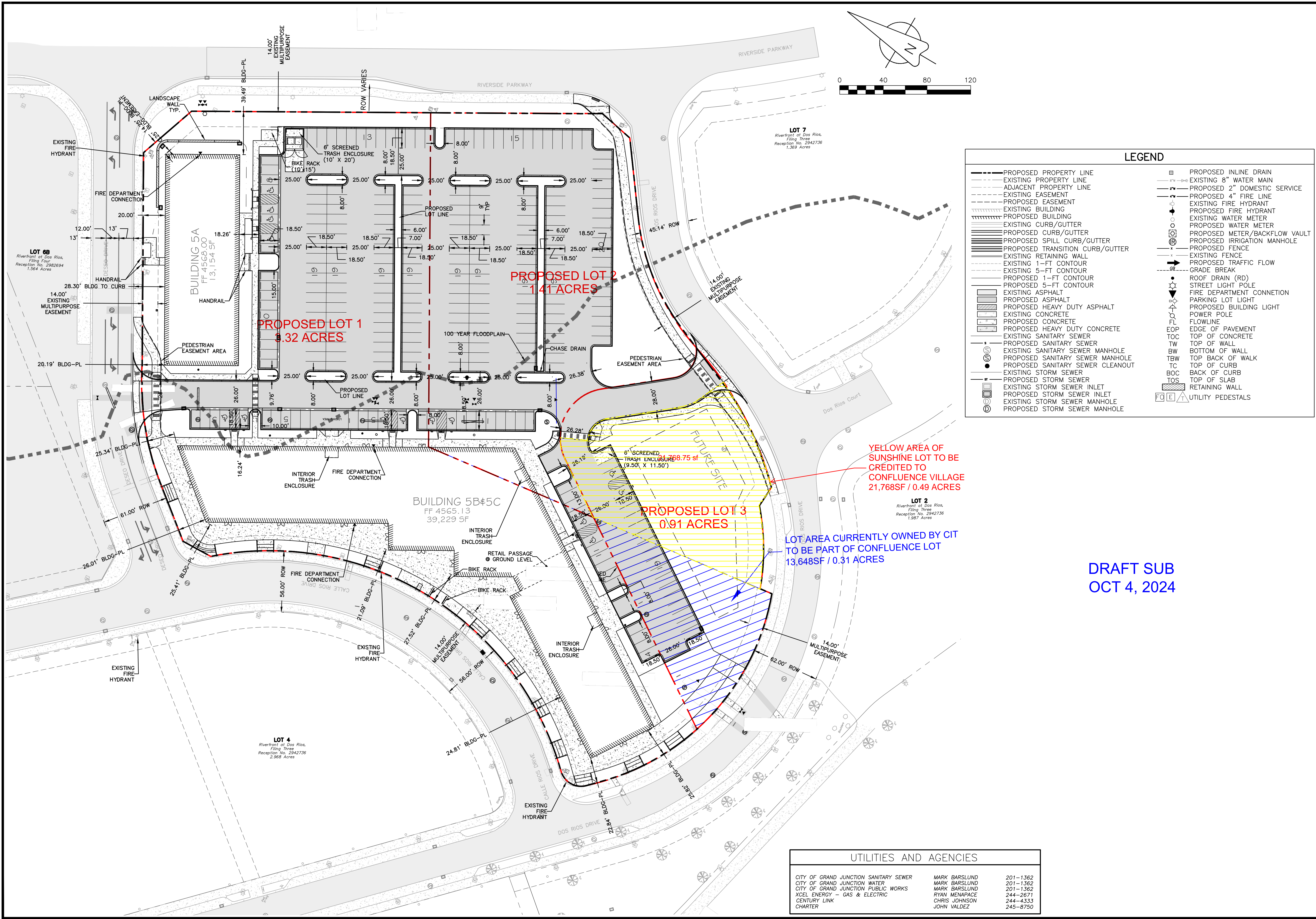
Sincerely,

Rusty Lloyd, Confluence Center Board President
Jenn Moore, Confluence Center Board of Directors
Michele Rohrbach, Confluence Center Board of Directors

CONFLUENCE CENTER OF COLORADO

Supporting the community by advancing land and water conservation, science, recreation, and environmental education

EIN 93-3159806



811 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

NO.	DATE	BY	REVISIONS
1	10/30/23	JC	SITE PLAN REVIEW COMMENTS 1

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

RIVERFRONT @ DOS RIOS LOT 5
SITE PLAN - Lot 5
750 Calle Del Rio, GJ, Colorado
prepared for
DR LAND LLC

DRAWN BY: JWC
DESIGNED BY: JWC
CHECKED BY: MRA
APPROVED BY: MRA

JOB NUMBER: 1433.0005
DATE: 1-15-2024
SCALE: 1"=40'
SHEET NO: C-4

**DRAFT SUB
OCT 4, 2024**

THE CONFLUENCE CENTER



**CONFLUENCE
CENTER
OF COLORADO**

Photo by Grand Junction Visitors Bureau

**Mission-focused nonprofit organizations coming together
in one place to magnify their impact on our community,
region, and nation's land and water future.**

WHO WE ARE

The Confluence Center of Colorado is a nonprofit organization formed from a collaborative partnership of local nonprofits in Mesa County who are committed to the same mission-driven work of land and water stewardship, education, recreation, and restoration.

Unified around the values of stewardship, community, collaboration, connectivity and education, the founding partners include RiversEdge West; EUREKA! McConnell Science Museum; Colorado Canyons Association; One Riverfront, and Colorado West Land Trust.

Individually, each organization is contributing to western Colorado's sustainability through science-based education, water and land conservation, restoration, and stewardship efforts.

By combining each organization's work and expertise, the Confluence Center partners will skillfully meet the challenges that come with solving multifaceted issues related to land and water conservation. Cooperative partnerships and the center's unique location will lend themselves to natural economies of scale and transformative educational programming to help inspire devoted stewardship and long-lasting change.

FOUNDING NONPROFITS:



RiversEdge West

RESTORE + CONNECT + INNOVATE



COLORADO WEST LAND TRUST

CAMPAIGN LEADERSHIP:

Biff Messigner
Don Schuster
Joe Higgins
John Gormley
Mary Thom
Marian Heesaker

Mike Perry
Randy Spydell
Rebecca Frank
Stefanie Harville
Tawni Kelley





PROMOTING COMMUNITY WELL-BEING AND INTERCONNECTIVITY

“The late Jim Robb, a Grand Junction attorney, state legislator, state parks board member, and founding member and co-chair of the Grand Junction/Mesa County Riverfront Commission, had a vision almost 40 years ago that exists today in the portion of the Colorado State Parks system that is named after him.

His vision was of the Colorado River as a sparkling necklace, with pearls of state parks and community river conservation initiatives interspersed along the water front, from Cameo to Fruita. He would be honored to know that the Confluence Center is the latest of these lovely pearls.”

- Rebecca Frank
Confluence Center Leadership Team

PURPOSE

We believe every person is intrinsically connected to the health of our landscapes and has a vital role to play in order to maintain the inherent worth of our natural resources for future generations.

MISSION

We bring together mission-focused, nonpolitical organizations working at the confluence of land and water science, education, and stewardship to magnify our impact and ensure the longevity of our natural resources for future generations.

VISION

By coming together, our united presence and unique location will increase our science-based education and stewardship capability and magnify our long-term impact to shape our land and water future for the community, region, and nation.



COMING TOGETHER TO SHAPE OUR LAND + WATER FUTURE

The health of our rivers is more important than ever and the seven basin states and tribal nations understand this. **Decreasing snowpack, extended drought, and increased population are creating a drastically altered landscape.**

The Confluence Center will play a pivotal role in addressing these growing challenges for land and water resources in our region and community.

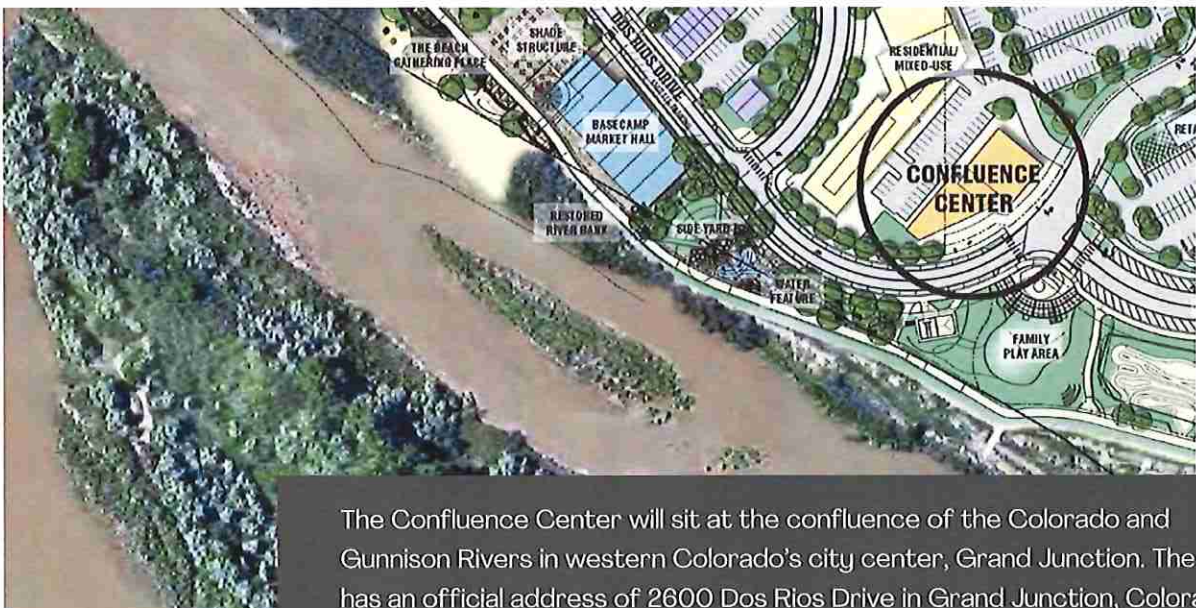
Nestled adjacent to the Colorado and Gunnison Rivers, this regional hub will provide a natural laboratory for like-minded partners to come together and converge their respective disciplines and science-based expertise.

The Confluence Center will become a distinctive fixture for land and water education, conservation, stewardship, restoration, and sustainable agriculture in our community, region and ultimately, nation.



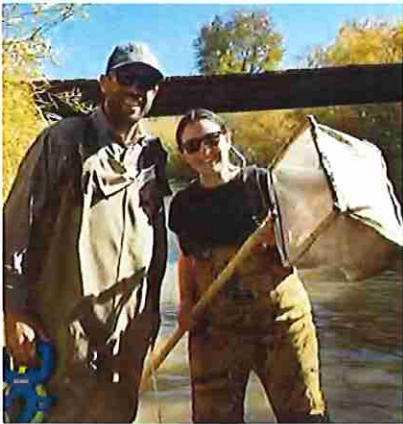
At a time of increasing drought conditions and relocation to the West, the potential to scale work through greater collaboration at the Confluence Center will lead to a magnified impact regionally and nationally.

LOCATION



The Confluence Center will sit at the confluence of the Colorado and Gunnison Rivers in western Colorado's city center, Grand Junction. The site has an official address of 2600 Dos Rios Drive in Grand Junction, Colorado.

THE BUILDING WILL INCLUDE



LAND & WATER RESOURCE HUB

Serving as a collaborative and informational site for work on western river systems, the building will have educational and interpretive resources for the public to gain a better understanding of land, water, science, and recreational and agricultural resources of our region.

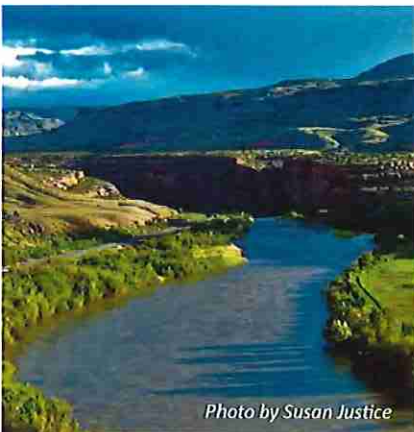


Photo by Susan Justice

CO-WORKING & COMMUNITY SPACE

CHILDCARE CENTER & PRESCHOOL

The STREAM (Science, Technology, Rivers, Art, and Mathematics) Preschool and Childcare Center will offer 45 full-time preschool slots at the Confluence Center and expand upon STEAM learning to highlight river and water education.

This new employer-based childcare center and community preschool is envisioned to be a community asset, incentivizing workforce development, providing high-quality early childhood development and education with an early introduction to science learning, and supporting equitable access for underserved and underrepresented children with scholarship enrollment.

Providing this resource at the Center addresses early childhood learning and childcare access gaps in Mesa County while simultaneously supporting the broader mission of the Confluence Center by incorporating strong education and field-based learning principles enhanced by the Center's close proximity and access to the river and riverfront trail system.



Packet Page 29



INTERACTIVE LOBBY

Landscapes come to life in the Confluence Center's interactive lobby. Visitors will be able to experience the power of the natural systems that give life to this region. Water, plant, and other exhibits will leave a memorable impression with guests and future stewards.



NONPROFIT WORKING SPACE

The Confluence Center will include working offices, shared conference rooms, and shared storage space for education and outdoor learning supplies that lends itself to enhanced collaboration among the nonprofit partners.

THE BUILDING

Architectural rendering of the potential building.



BUILDING DETAILS

The one-story building will house office space for all the partners, the preschool center, an interactive lobby that provides educational engagement for the public focusing on land and water science, conservation, and stewardship, conference and meeting rooms, classrooms, a kitchen, and open networking space for informal meetings.

COSTS

Working space dedicated to each nonprofit organization	\$4,250,000
Land Acquisition	\$750,000
Childcare center and preschool	\$1,750,000
Co-working and community space, land and water conservation resources for individuals and organizations within the community	\$750,000
TOTAL	\$7,500,000

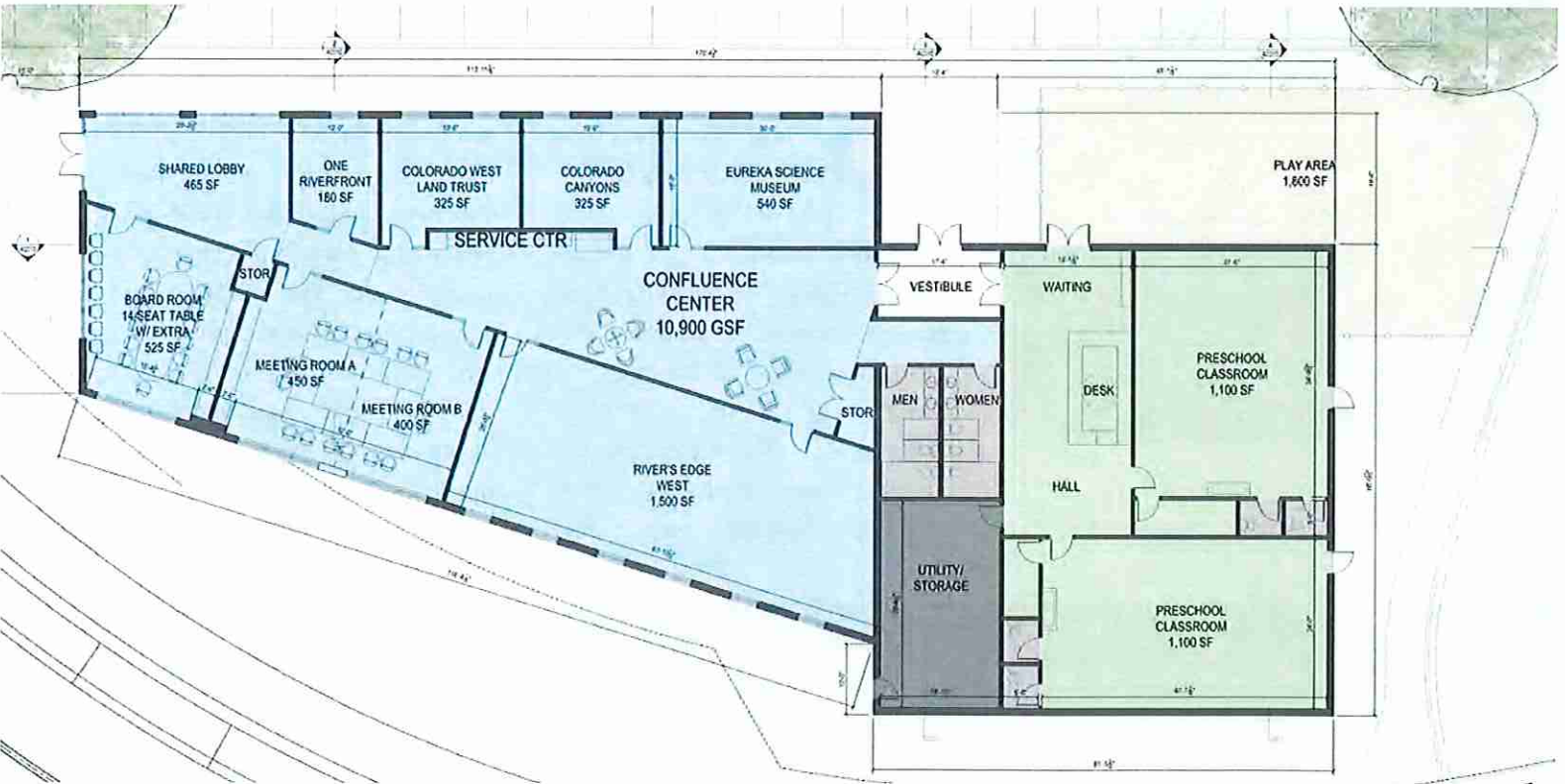




Photo by Kelly Sikkema

THE NEED

The total project cost of the Confluence Center is approximately \$7.5 million.

To make this project a reality, it will take visionary leaders in the community like you who are willing to make a significant financial commitment to ensure its success.

The Confluence Center will magnify impact through our collective nonprofit missions to address the pressures on land and water resources, childcare, and the greater community.

Currently, nothing like the Confluence Center exists in the West. This is a rare and innovative opportunity for the Grand Valley community and for the nonprofit partners to connect people to the shared asset of our working landscapes. The Confluence Center will conserve and steward natural resources,

catalyze economic growth, spur community development, and increase family resources along the Riverfront in Grand Junction.

This project will scale up the work of these organizations through greater collaboration. **Working under one roof will allow each partner organization to build upon current synergies and expand their programming with the natural efficiencies gained from economies of scale, shared expertise, and a magnified presence within the Western Slope community.**

"The Confluence Center is truly unique. It is wonderful to have like-minded organizations come together to create a new home where they can all grow and flourish under one roof, rather than needing multiple headquarters. It is also wonderful to see it happen at the confluence of the Colorado and Gunnison Rivers in an area that is revitalizing as a result of 40 years of hard work by these organizations and many others.

This project is worth supporting and I hope you will join us in making this dream a reality."

- John Gormley, Confluence Center Leadership Team

WAYS TO GIVE

Your gift can be made through a variety of methods that will directly help make the Center a reality for western Colorado and our region.

GIFTS OF CASH

MULTI-YEAR PLEDGE

Fill out the enclosed pledge form to have the most impact to the Confluence Center by making a multi-year commitment.

CHECK

Mail your check to:
Confluence Center of Colorado
1401 N. 1st St. Grand Junction, CO 81501

WIRE TRANSFERS

MATCHING GIFTS

Many companies allow employees the opportunity to multiply the impact of their personal contributions through matching gift programs. Check to see if your company sponsors a matching gift program.

GIFTS OF STOCK AND APPRECIATED SECURITIES

Giving of long-term appreciated securities can be more tax advantageous than giving cash. Capital gains taxes can be avoided on gifts of appreciated assets.

To donate stock to the Confluence Center, please use the following information:
Wells Fargo Advisors Brokerage
Account: #82655709

IRA CHARITABLE GIFTS

If you are 70.5 years of age or older, you can make a qualified charitable distribution of up to \$105,000 directly or use your Required Minimum Distribution to the Confluence Center of Colorado from your traditional Individual Retirement Account (IRA) to avoid reporting income and paying tax on the distribution. Talk with your IRA custodian about their procedures and guidelines on making a qualified charitable distribution.

TAX INCENTIVES

Your gift may also qualify for additional tax benefits. Email ConfluenceCenterCO@gmail.com to discuss your gift.



CONTACT US

For more information or questions on gift processes, please email
ConfluenceCenterCO@gmail.com
IRS Federal EIN #: 93-3159806

Photo by Lee Gelatt Photography

RECOGNITION LEVELS

THANK YOU FOR CREATING A LASTING
IMPACT ON OUR LAND AND WATER FUTURE!



Gifts of \$5,000 and above will be recognized in the Confluence Center's art installation. Other recognition opportunities are listed below:

PLATEAU CREEK

\$5,000 +

- Recognition in art installation

KANNAH CREEK

\$50,000

- Recognition in the outdoor play area
- Recognition in art installation

EAGLE RIVER

\$100,000

- Naming of meeting space (2 available)
- Recognition in art installation

DOLORES RIVER

\$250,000

- Naming of the board room (1 available)
- Recognition in art installation

YAMPA RIVER

\$500,000

- Naming of the Outdoor Educational and Event Space (1 available)
- Recognition in art installation

GUNNISON RIVER

\$750,000

- Naming of the Interpretive Lobby (1 available)
- Commemorative bench
- Recognition in art installation

COLORADO RIVER

\$1M+

- Naming of the Confluence Center and/or preschool (2 available)
- Commemorative bench
- Recognition in art installation

NONPROFIT PARTNERS



RiversEdge West

RESTORE + CONNECT + INNOVATE

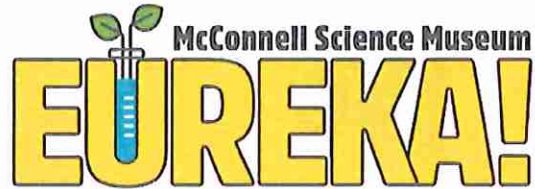
RiversEdge West (formerly Tamarisk Coalition) was founded in 1999. A leader in collaborative river restoration efforts, RiversEdge West (REW) focuses on riparian (riverside) forest and floodplain health in the American West to address impacts from invasive riparian plants such as Russian olive and tamarisk, challenges associated with climate change and habitat fragmentation, as well as stressors that may result in diminished biodiversity and ecosystem services. Invasive plants negatively impact wildlife, recreation, and agricultural production, all of which our local community and economy depend upon.

RiversEdge West works alongside the conservation, recreation and agricultural communities, sensitively acknowledging the varied knowledge-base and interests of those impacted by these river health issues, while encouraging education and awareness in order to produce meaningful change.

By providing clear and concise information on managing invasive riparian plants and reestablishing native plant communities, REW is establishing river stewardship for generations. Ensuring accessibility to current information on restoration practices and transparency of new findings is a priority in maintaining active stewardship.

Opportunities increase when visibility increases and the Confluence Center would give RiversEdge West a physical identity and a means to increase its community and youth education programs. Recognizing The Confluence Center as the very namesake of our community, REW believes this collaboration to be a valuable asset to help solve larger problems; in part by identifying initiatives that can be magnified through collaboration with the partner organizations in order to strategically achieve individual and collective goals.

NONPROFIT PARTNERS



EUREKA! McConnell Science Museum is a nonprofit organization founded in 1999 by physicist John McConnell, who taught scientific principles to kids through self-invented, hands-on demonstrations. The program was affectionately called SITHOK, “Science In The Hands Of Kids,” and served 5,000 students annually before finding its first home in the New Emerson Elementary School building.

Today, EUREKA! serves over 30,000+ students and adult learners annually through 210 STEAM (Science, Technology, Engineering, Arts, and Math) programs, with an impressive interactive facility located on Colorado Mesa University's campus. Its mission created in its earliest beginnings remains constant—EUREKA! is dedicated to bringing learning to life by inspiring a passion and respect for STEAM education. STEAM promotes critical thinking and awareness of our environment in hopes to redefine the way people think about, learn about, and interact with science and technology.

EUREKA! recognizes the value of further collaboration with the Confluence Center's active partners to expand and diversify programmatic offerings. If given the opportunity to build the center, programming would expand to include the creation of STREAM, a science-based preschool and employer-based childcare center in the Confluence Center.

EUREKA! projects 45–full time preschool slots at The Confluence Center with the intent to expand STEAM curriculum to highlight rivers and water education. This new preschool will be a community asset, incentivizing workforce development while offering preschool children an early introduction to science-based learning. Additionally, EUREKA! will house its Environmental Institute, storage, and six employees at the new center with one dedicated classroom space for education and programming.

NONPROFIT PARTNERS



One Riverfront is a volunteer board created in 1987 and charged with the connectivity, conservation, and community stewardship of the Colorado and Gunnison Rivers corridor trail system in western Colorado. The junction of these two mighty rivers provides a beautiful and rich habitat for wildlife and riparian vegetation in an otherwise arid region and One Riverfront protects access to it.

Collectively referred to as One Riverfront, One Riverfront is two-pronged in its organizational structure; made up of The Colorado Riverfront Commission (RFC), as well as its nonprofit arm, The Colorado Riverfront Foundation. Through private funding and community stewardship with various partners, trail systems were made possible and constructed with funding from public and private partnerships and various partners.

Although One Riverfront has connected 54 miles of trail along the river and helped conceptualize and establish 217 miles of urban trails, including detached trails, bike lanes, bike routes, park paths, soft surface trails and sidewalk trail connections to the main Colorado River corridor, areas of the trail still remain bifurcated and disconnected. The volunteer board hopes to one day fully realize a completed and connected trail system in Mesa County, as well as the development of a statewide trail system that will link communities via rivers and historic transportation routes.

When the Confluence Center is complete, One Riverfront will have an increased community presence through its office located within the center, an appropriate and fitting headquarters. As a nonpolitical partner committed to the values of collaboration, service, respect, communication and our river's legacy, One Riverfront looks forward to the day when The Riverfront Trail System connects to several other trails within the Grand Valley. Until that day comes, One Riverfront remains steadfastly dedicated to maintaining, revitalizing, and providing public access to the Colorado and Gunnison Rivers through the Riverfront Trail System.

NONPROFIT PARTNERS



Colorado Canyons Association (CCA) fosters community stewardship, education, and awareness of our National Conservation Lands with a focus on McInnis Canyons, Dominguez-Escalante, and Gunnison Gorge National Conservation Areas (NCAs) in western Colorado. Dedicated to deepening the connection between the land and its visitors, CCA outreach programs focus on both the scientific significance and cultural heritage of the National Conservation Areas they steward, remarkably all of which are situated within sixty miles of Grand Junction.

CCA's land and river programs have a positive impact on the community, offering unique, place-based experiential education to students and adults from diverse backgrounds throughout Colorado's western slope. Turning NCAs into outdoor classrooms, and collaborating with the Bureau of Land Management (BLM) and like-minded partners, CCA makes these programs available to school districts and organizations at an affordable rate. CCA believes that all people, regardless of socioeconomic background, should have the opportunity to experience our wild backyards and the natural world. Over half of the students who participate in CCA's programs qualify for free or reduced school lunch and often come from families who do not have the resources or time to actively engage in our public lands.

National Conservation Areas are home to some of the most pristine landscapes in western Colorado and CCA recognizes the great responsibility that comes in stewarding the land and protecting it for future generations to experience and enjoy. Collaborative by nature, Colorado Canyons Association may expand its presence to the Confluence Center and is confident that a shared space alongside other like-minded organizations on the forefront of land and water stewardship would provide incredible value.

NONPROFIT PARTNERS



COLORADO WEST LAND TRUST

Colorado West Land Trust (CWLT) conserves the iconic landscapes that make western Colorado a wonderful place to call home and helps connect the community to nature. CWLT works with private property owners to protect and enhance agricultural land, wildlife habitat, recreational areas, and scenic lands in six western Colorado counties, as well as Grand County, Utah.

The organization traces its roots to 1980 when a group of Palisade farmers created CWLT to protect the area's famed fruit lands threatened by oil shale development. CWLT was established in 2020 through a merger between Mesa Land Trust and the Montrose-based Black Canyon Regional Land Trust. Today, CWLT protects more than 126,000 acres of land through more than six hundred conservation agreements.

CWLT pursues its mission through land protection, stewardship, outreach, and education programs. Through these channels, the organization serves the farming and ranching community, preserves wildlife and riparian habitat, expands land and trails for recreationists, protects views and open space, and helps ensure the availability of local food.

CWLT primarily works on private lands that are complementary to the public lands that the other partner organizations serve. CWLT will continue to operate out of its current space but may expand its presence to the Confluence Center because a collaborative presence will allow for more coordinated work and magnified impact.



**CONFLUENCE
CENTER
OF COLORADO**

CONTACT US

For more information please email
ConfluenceCenterCO@gmail.com

EIN 93-3159806

1401 N. 1st St. Grand Junction, CO 81501

ORDINANCE NO. ____

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2025 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2025, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 299,749

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of January 2025.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of January, 2025

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: January 15, 2025
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: Selestina Sandoval

Information

SUBJECT:

Introduction of an Ordinance Proposing Amendments to the Charter of the City of Grand Junction, Colorado to Change the General Municipal Election Date from the First Tuesday in April of Odd Numbered Years to the First Tuesday in November of Odd Numbered Years and to Extend the Terms of Current Council Members to Coincide with the Change in Election Dates and Refer the Same to the April 8, 2025, Municipal Election and setting a Public Hearing for February 5, 2025

RECOMMENDATION:

City Council review and approval of the proposed ordinance on first reading, pass the introduced ordinance for publication and set a public hearing for February 5, 2025.

EXECUTIVE SUMMARY:

At the City Council workshop on January 13, 2025, Council heard a presentation from Staff regarding options for conducting future municipal elections. Two options were presented, summarizing the pros and cons of keeping the regular municipal elections in April and those of moving them to November to coordinate with Mesa County Elections. Direction was given by Council to move forward with an ordinance for consideration at a regular meeting to place this on the April 8, 2025, ballot for a charter amendment to move elections to November.

BACKGROUND OR DETAILED INFORMATION:

The City Council has determined that it may, as finally determined by the voters, be in the best interest of the City to coordinate elections with the countywide general election in November of odd-numbered years. Coordinated elections in November will be less costly and more efficient and convenient for voters to receive a single ballot at the regular municipal election for municipal, Mesa County, and statewide offices and ballot issues.

If the proposed ordinance is adopted, the City Council will submit to the City voters proposed amendments to the City Charter, asking the voters to determine if establishing the City’s General Election date as the first Tuesday after the first Monday in November of every second year (odd-numbered years) and further amending the Charter as necessary and required and to implement that change and other consequential changes that follow is in the best interest of the City. This change will impact the terms of those council members whose terms expire in 2027. The proposed ordinance extends those terms to the second Monday in January 2028 following the 2027 election. Those council members are in District, B, C and one at-large seat. Districts A, D, E, and the second at-large seat voted into office on April 8, 2025, will have terms expiring on the second Monday of January 2030, following the November 2029 election.

FISCAL IMPACT:

If approved by the Council and authorized by the voters, corresponding costs for future coordinated municipal elections with Mesa County Elections will be included in the appropriate budget.

SUGGESTED MOTION:

I move to introduce an ordinance proposing amendments to the Charter of the City of Grand Junction, Colorado, to change the general municipal election date from the first Tuesday in April of odd-numbered years to the first Tuesday in November of odd-numbered years and to extend the terms of current council members to coincide with the change in election dates and refer the same to the April 8, 2025, Municipal Election and set a public hearing for February 5, 2025.

Attachments

- 1. ORD-Charter Amendment Nov Election 20250114

1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. ____

3 AN ORDINANCE PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF
4 GRAND JUNCTION, COLORADO TO CHANGE THE GENERAL MUNICIPAL
5 ELECTION DATE FROM THE FIRST TUESDAY IN APRIL OF ODD NUMBERED
6 YEARS TO THE FIRST TUESDAY IN NOVEMBER OF ODD NUMBERED YEARS
7 AND TO EXTEND THE TERMS OF CURRENT CITY COUNCIL MEMBERS TO
8 COINCIDE WITH THE CHANGE IN ELECTION DATES AND REFER THE SAME TO
9 THE APRIL 8, 2025 MUNICIPAL ELECTION

10 Recitals.

11 Pursuant to §151 of the Grand Junction City Charter, the Charter may be amended at
12 any time in the manner provided by Article XX of the Constitution of the State of
13 Colorado, and more than one Charter amendment or measure may be submitted to the
14 voters in any one election.

15 Article II, Section 3 of the Grand Junction City Charter prescribes the first Tuesday after
16 the first Monday in April of odd numbered years as the General Municipal Election.

17 The City Council has determined that it may, as finally determined by the voters, be in
18 the best interest of the City to coordinate elections with the countywide general election
19 in November of odd-numbered years. Coordinated elections in November will be less
20 costly -and it will be more efficient and convenient for voters to receive a single ballot at
21 the regular municipal election for municipal, Mesa County, and statewide offices and
22 ballot issues.

23 Therefore, the City Council submits to the City voters proposed amendments to the
24 City Charter, asking the voters to determine if establishing the City's General Election
25 date as the first Tuesday after the first Monday in November of every second year (odd
26 numbered years) and further amending the Charter as necessary and required and to
27 implement that change and other consequential changes that follow is in the best
28 interest of the City.

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

31 That in consideration of the Recitals certain amendments to Article II, Section 3, Article
32 II, Section 25, and Article IV, Section 35 of the City of Grand Junction City Charter are
33 amended to read as follows with said amendments being referred to the ballot for
34 consideration by City electors:

35 A. Article II, Section 3 of the City of Grand Junction Charter is amended as follows
36 (additions are shown in ALL CAPS and deletions are shown in ~~strikethrough~~):

37 **3. General and Special Municipal Elections.** A municipal election shall be
38 held in the city on the first Tuesday ~~after~~ FOLLOWING the first Monday OF
39 NOVEMBER OF EACH ODD-NUMBERED YEAR ~~in April, 1925, and on the first~~
40 ~~Tuesday after the first Monday in April of every second year thereafter,~~ and shall
41 be known as the General Municipal Election. All other municipal elections that
42 may be held shall be known as Special Municipal Elections.

43 B. Article II, Section 25 of the City of Grand Junction Charter is amended as follows
44 (additions are shown in ALL CAPS deletions are shown in ~~striketthrough~~.)

45 **25. General Election Regulations.**

46 The provisions of any state law, now or hereafter in force, except as the council
47 may otherwise by ordinance provide, relating to the qualifications and registration
48 of electors, the manner of voting, the duties of election officers, the canvassing of
49 returns, and all other particulars in respect to the management of elections,
50 except as otherwise provided in this article, so far as they may be applicable,
51 shall govern all municipal elections; provided, also, that the council shall meet as
52 a canvassing board and duly canvass the election returns within ~~two~~ FOURTEEN
53 days after any municipal election. Whenever any member of the council is a
54 candidate for re-election, the council shall appoint some justice of the peace or
55 notary public of said city to take the place of said candidate upon said
56 canvassing board as a member thereof.

57 ALL MUNICIPAL ELECTIONS SHALL BE CONDUCTED AS COORDINATED
58 ELECTIONS AND THE MESA COUNTY CLERK SHALL HAVE ALL
59 STATUTORY POWER AND AUTHORITY TO CONDUCT SUCH ELECTIONS
60 UNDER AND IN ACCORDANCE WITH THE TERMS OF AN
61 INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN MESA COUNTY
62 AND THE CITY AS TIME TO TIME AMENDED.

63 IN THE EVENT MESA COUNTY IS UNABLE TO CONDUCT A SPECIAL
64 MUNICIPAL ELECTION IN COMPLIANCE WITH APPLICABLE CHARTER AND
65 ORDINANCE REQUIREMENTS, THEN SUCH SPECIAL ELECTION SHALL BE
66 CONDUCTED BY THE CITY, AS PROVIDED BY ORDINANCE NOT
67 INCONSISTENT WITH THIS CHARTER.

68 C. Article IV, Section 35 of the City of Grand Junction Charter is amended as follows:
69 (additions are shown in ALL CAPS deletions are shown in ~~striketthrough~~.)

70 **35. Officers—Terms.** That the elective officers under the Charter of Grand Junction
71 shall be members of the council as hereinafter provided, all of whom shall be nominated
72 and elected by the registered electors of the city as herein provided. THE ELECTIVE
73 OFFICERS SHALL BE ELECTED FOR FOUR-YEAR OVERLAPPING TERMS. FOUR
74 ELECTIVE OFFICERS WILL BE ELECTED AT ONE REGULAR ELECTION AND
75 THREE ELECTIVE OFFICERS SHALL BE ELECTED AT THE SUBSEQUENT

76 REGULAR ELECTION. The terms of all elective officers shall commence at ten o'clock
77 a.m. on the first SECOND Monday in May JANUARY following the election and shall be
78 for a term of four years each and until ten o'clock a.m. on the first SECOND Monday IN
79 JANUARY following the election and qualification of their successors.

80 THE COUNCILMEMBER TERMS PRESCRIBED UNDER ARTICLE IV, PARAGRAPH
81 35 OF THE CHARTER APPLICABLE TO CITY COUNCIL DISTRICTS B, C, AND ONE
82 AT-LARGE ELECTED APRIL 4, 2023 SHALL BE EXTENDED TO TEN O'CLOCK A.M.
83 ON THE SECOND MONDAY IN JANUARY 2028 FOLLOWING THE NOVEMBER 2025
84 ELECTION AND QUALIFICATION OF THEIR SUCCESSORS.

85 THE COUNCILMEMBER TERMS PRESCRIBED UNDER ARTICLE IV, PARAGRAPH
86 35 OF THE CHARTER APPLICABLE TO CITY COUNCIL DISTRICTS A, D, E AND
87 ONE AT LARGE ELECTED APRIL 8, 2025, SHALL BE EXTENDED TO TEN O'CLOCK
88 A.M. ON THE SECOND MONDAY IN JANUARY 2030 FOLLOWING THE NOVEMBER
89 2029 ELECTION AND QUALIFICATION OF THEIR SUCCESSORS. ; provided,
90 however, that the office of one of the councilmen elected from the city at large and two
91 councilmen elected from districts at the general municipal election in April, 1925, shall
92 be for two years only, so that their successors shall be elected at the general municipal
93 election in April, 1927, and every four years thereafter. The term of the remaining four
94 members of the city council elected at the general municipal election held in April, 1925
95 shall be four years. The determination of which terms of the City Council shall be for
96 four years and which terms shall be for two years shall be fixed by lot under the
97 direction of the county judge of Mesa County, Colorado, within sixty days after the April,
98 1925 election.

99 D. That a question of proposed amendments to Sections 3, 25 and 35 of the Charter to
100 change the date of regular municipal elections to the general election date in November,
101 and to change the terms of the elective officers of the City be placed on the April 8,
102 2025 ballot.

103 Approval by the voters of any Charter amendment which repeals any section or portion
104 of the Charter shall not be construed to be a limitation, denial, or suspension of any
105 power of the City of Grand Junction, or any power of the City Council otherwise vested
106 in or authorized to the City or the City Council by the Constitution or statutes of the
107 State of Colorado.

108 All acts, orders, ordinances, resolutions, or parts thereof, in conflict herewith shall be
109 repealed at the time the amendments provided for herein take effect; however, no such
110 repeal shall be construed to destroy any property right, contract, right, or right of action
111 of any nature or kind, vested in or against the City by virtue of any such act, order,
112 ordinance, resolution or part thereof, theretofore existing or otherwise accruing to the
113 City.

114 If any clause, sentence, paragraph, or part of this Ordinance or the application thereof
115 to any person or circumstances shall for any reason be adjudged by a court of

116 competent jurisdiction invalid, such judgment shall not affect the remaining provisions of
117 this Ordinance.

118 The City Council finds and declares that this Ordinance is promulgated and adopted for
119 the public health, safety and welfare and this Ordinance bears a rational relation to the
120 legislative object sought to be obtained.

121 **City of Grand Junction**

122 **Shall the City of Grand Junction City Charter be amended to: (i) change the date**
123 **of general municipal elections to the general election date in November of odd-**
124 **numbered years beginning in 2027; (ii) conduct such elections as coordinated**
125 **elections with Mesa County in accordance with terms of an Intergovernmental**
126 **Agreement for each such election; and (iii) amend and extend the terms of the**
127 **City Council to implement such change in election date, as provided in Ordinance**
128 **No. ____ and as follows?**

129 **3. General and Special Municipal Elections. A municipal election shall be held in**
130 **the city on the first Tuesday after FOLLOWING the first Monday OF NOVEMBER**
131 **OF EACH ODD-NUMBERED YEAR in April, 1925, and on the first Tuesday after**
132 **the first Monday in April of every second year thereafter, and shall be known as**
133 **the General Municipal Election. All other municipal elections that may be held**
134 **shall be known as Special Municipal Elections.**

135 **25. General Election Regulations.**

136 **The provisions of any state law, now or hereafter in force, except as the council**
137 **may otherwise by ordinance provide, relating to the qualifications and**
138 **registration of electors, the manner of voting, the duties of election officers, the**
139 **canvassing of returns, and all other particulars in respect to the management of**
140 **elections, except as otherwise provided in this article, so far as they may be**
141 **applicable, shall govern all municipal elections; provided, also, that the council**
142 **shall meet as a canvassing board and duly canvass the election returns within**
143 **two FOURTEEN days after any municipal election. Whenever any member of the**
144 **council is a candidate for re-election, the council shall appoint some justice of the**
145 **peace or notary public of said city to take the place of said candidate upon said**
146 **canvassing board as a member thereof.**

147 **ALL MUNICIPAL ELECTIONS SHALL BE CONDUCTED AS COORDINATED**
148 **ELECTIONS AND THE MESA COUNTY CLERK SHALL HAVE ALL STATUTORY**
149 **POWER AND AUTHORITY TO CONDUCT SUCH ELECTIONS UNDER AND IN**
150 **ACCORDANCE WITH THE TERMS OF AN INTERGOVERNMENTAL AGREEMENT**
151 **BY AND BETWEEN MESA COUNTY AND THE CITY AS TIME TO TIME AMENDED.**

152 **IN THE EVENT MESA COUNTY IS UNABLE TO CONDUCT A SPECIAL MUNICIPAL**
153 **ELECTION IN COMPLIANCE WITH APPLICABLE CHARTER AND ORDINANCE**
154 **REQUIREMENTS, THEN SUCH SPECIAL ELECTION SHALL BE CONDUCTED BY**

155 THE CITY, AS PROVIDED BY ORDINANCE NOT INCONSISTENT WITH THIS
156 CHARTER.

157 **35. Officers—Terms.** That the elective officers under the Charter of Grand
158 Junction shall be members of the council as hereinafter provided, all of whom
159 shall be nominated and elected by the registered electors of the city as herein
160 provided. THE ELECTIVE OFFICERS SHALL BE ELECTED FOR FOUR-YEAR
161 OVERLAPPING TERMS. FOUR ELECTIVE OFFICERS WILL BE ELECTED AT ONE
162 REGULAR ELECTION AND THREE ELECTIVE OFFICERS SHALL BE ELECTED AT
163 THE SUBSEQUENT REGULAR ELECTION. The terms of all elective officers shall
164 commence at ten o'clock a.m. on the first SECOND Monday in May JANUARY
165 following the election and shall be for a term of four years each and until ten
166 o'clock a.m. on the first-SECOND Monday IN JANUARY following the election and
167 qualification of their successors.

168 THE COUNCILMEMBER TERMS PRESCRIBED UNDER ARTICLE IV, PARAGRAPH
169 35 OF THE CHARTER APPLICABLE TO CITY COUNCIL DISTRICTS B, C, AND
170 ONE AT-LARGE ELECTED APRIL 4, 2023 SHALL BE EXTENDED TO TEN
171 O'CLOCK A.M. ON THE SECOND MONDAY IN JANUARY 2028 FOLLOWING THE
172 NOVEMBER 2027 ELECTION AND QUALIFICATION OF THEIR SUCCESSORS.

173 THE COUNCILMEMBER TERMS PRESCRIBED UNDER ARTICLE IV, PARAGRAPH
174 35 OF THE CHARTER APPLICABLE TO CITY COUNCIL DISTRICTS A, D, E AND
175 ONE AT LARGE ELECTED APRIL 8, 2025 SHALL BE EXTENDED TO TEN
176 O'CLOCK A.M. ON THE SECOND MONDAY IN JANUARY 2030 FOLLOWING THE
177 NOVEMBER 2029 ELECTION AND QUALIFICATION OF THEIR SUCCESSORS. ;
178 ~~provided, however, that the office of one of the councilmen elected from the city~~
179 ~~at large and two councilmen elected from districts at the general municipal~~
180 ~~election in April, 1925, shall be for two years only, so that their successors shall~~
181 ~~be elected at the general municipal election in April, 1927, and every four years~~
182 ~~thereafter. The term of the remaining four members of the city council elected at~~
183 ~~the general municipal election held in April, 1925 shall be four years. The~~
184 ~~determination of which terms of the City Council shall be for four years and which~~
185 ~~terms shall be for two years shall be fixed by lot under the direction of the county~~
186 ~~judge of Mesa County, Colorado, within sixty days after the April, 1925 election.~~

187
188 _____ FOR THE ORDINANCE _____ AGAINST THE ORDINANCE

189
190 The ballot title is set based upon the requirements of the Colorado Constitution
191 and the City Charter, all State statutes that might otherwise apply are hereby
192 superseded to the extent of any inconsistencies or conflicts and, pursuant to

193 Section 31-11-102, C.R.S. et seq., is an alternative to the provisions of State law. Any
194 inconsistency or conflict is intended by the City Council and shall be deemed
195 made pursuant to the authority of Article XX of the Colorado Constitution and
196 the Charter.

197 Pursuant to Sections 31-10-1308 and 1-11-203.5 C.R.S., any election contest
198 arising out of a ballot issue or ballot question election concerning the order of
199 the ballot or the form or content of the ballot title shall be commenced by
200 petition filed with the proper court within five days after the title of the ballot
201 issue or ballot question is set, and for contest concerning the order of a ballot,
202 within five days after the ballot order is set by the County Clerk.

203 The officers of the City are hereby authorized and directed to take all action
204 necessary or appropriate to effectuate the provisions of this ordinance.

205 If any section, paragraph, clause, or provision of this ordinance shall for any
206 reason be held to be invalid or unenforceable, the invalidity or unenforceability
207 of such section, paragraph, clause, or provision shall in no manner affect any
208 remaining provisions of this ordinance, the intent being that the same are
209 severable.

210

211 INTRODUCED ON FIRST READING AND ORDERED PUBLISHED THIS 15th DAY OF
212 JANUARY 2025.

213 PASSED AND ADOPTED THIS ____ DAY OF ____ 2025 AND ORDERED
214 PUBLISHED IN PAMPHLET FORM.

215

216

217

218

219

220

221

Abram Herman
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: January 15, 2025
Presented By: Jay Valentine, General Services Director
Department: General Services
Submitted By: Tim Barker

Information

SUBJECT:

Purchase Two Compressed Natural Gas Front Load Refuse Trucks from Nextran Truck Center

RECOMMENDATION:

Staff recommend purchasing two Curb tender refuse bodies mounted on Mack truck chassis for \$443,107 each from Nextran Truck Center for the combined amount of \$886,214.00.

EXECUTIVE SUMMARY:

This purchase will replace two 14-year-old refuse trucks that have reached the end of their useful, reliable life as front-line units.

BACKGROUND OR DETAILED INFORMATION:

This scheduled replacement will be funded through accruals in the Fleet Replacement Fund. The units will be procured via a Sourcewell cooperative purchasing agreement, as the City of Grand Junction is a member. Cooperative purchasing, as defined by the American Bar Association's Model Procurement Code for State and Local Governments, is "procurement conducted by, or on behalf of, one or more public procurement units." This approach enables the City to maintain fiscal responsibility while supporting the local economy by utilizing local vendors.

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

FISCAL IMPACT:

Funds for this purchase are included in the 2025 Adopted Budget in the Fleet Replacement Fund.

SUGGESTED MOTION:

I move to (approve/deny) the City Purchasing Division to enter issue a purchase order to Nextran Truck Center for the purchase of two front load refuse trucks.

Attachments

None



Grand Junction City Council

Regular Session

Item #3.b.

Meeting January 15, 2025

Date:

Presented Jay Valentine, General Services Director, Trenton Prall, Engineering &

By: Transportation Director

Department: General Services

t:

Submitted Trent Prall

By:

Information

SUBJECT:

Authorization for a Contract for Traffic Control Services with AWP Safety DBA WS Barricade Corp.

RECOMMENDATION:

Staff recommends approval for the City Purchasing Division to contract with AWP Safety DBA WS Barricade Corp in the amount of \$200,000 for 2025.

EXECUTIVE SUMMARY:

The purpose of this contract is for traffic control services for a wide variety of City and Downtown Development Authority projects and events on an as needed basis. This contract was competitively bid. While the anticipated annual spend does not exceed \$200,000, the contract includes three additional one-year renewal options and this request is to authorize the contract for up to \$800,000 over the next four years.

BACKGROUND OR DETAILED INFORMATION:

The City and the Downtown Development Authority contracts for traffic control services for a wide variety of purposes such as the Junior College World Series, emergency incidents, Parks and Recreation 4th of July Fireworks, Market-on-Main, utilities water and sewer maintenance work, engineering and transportation survey and design work, and General Services' street and storm drain maintenance along with Spring Cleanup.

To achieve economies of scale, the City Purchasing Division issued a Request for Proposal (RFP-5532-24-KF) to establish an annual contract with a qualified contractor

to provide comprehensive, on-demand traffic control services. This includes both planned support for annual projects and events, as well as responsive assistance for unexpected situations such as emergency road closures due to weather conditions, utility outages, natural disasters, power outages, motor vehicle incidents, and other unforeseen circumstances.

The estimated contract amount is provided below.

Department or Division	2025 Estimated Budget
JUCO	\$45,000
GJPD Other Incidents	\$5,000
Parks and Recreation - 4th of July Fireworks	\$9,250
Downtown Development Authority	\$35,000
Utilities	\$20,000
Engineering and Transportation	\$10,000
General Services	\$48,750
Total	\$173,000

The formal RFP was distributed via BidNet Direct, reaching 269 suppliers, and resulting in approximately 13 plan takers. Additionally, a Secondary Vendor List included four (4) traffic management contractors. The solicitation was sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, advertised in *The Daily Sentinel*, and posted on the City’s Purchasing website.

Three contractors submitted proposals, which were evaluated by a six-member staff panel based on the contractor’s understanding of the project, experience, necessary resources, strategy & implementation plan, references, and fees. The contractors that submitted proposals were:

- A&R Traffic LLC of Fort Lupton, CO
- AWP Safety DBA WS Barricade Corp of Frederick Colorado
- Traffic Control Specialists LLC of Grand Junction CO

Upon the review and evaluation of proposals received and interviews held, AWP Safety DBA WS Barricade Corp has been selected as the preferred proposer.

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

FISCAL IMPACT:

The funds for traffic control services are included in the 2025 Adopted Budget within the City departments that contract for these services throughout the year including Police,

Parks and Recreation, General Services, Water and Sewer Utilities, and Engineering and Transportation.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into contract with AWP Safety DBA WS Barricade Corp for On-Demand Traffic Control Services for the City of Grand Junction in the amount of \$200,000.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: January 15, 2025

Presented By: Tamra Allen, Community Development Director, Darrell Bay

Department: Community Development

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

Authorize the City Manager to Execute a 3-year Contract Extension for Professional Services with Mesa County for Building Permitting, Inspection, and Contractor Licensing

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a contract for professional services with Mesa County for building permitting, inspection, and contractor licensing.

EXECUTIVE SUMMARY:

The City contracts building services with Mesa County. This contract arrangement has been in place since 1998. Mesa County provides services to all other jurisdictions in Mesa County except for the City of Fruita, which ended its contract with Mesa County in 2023. Under the current contract, Mesa County retains 100 percent of all fees as compensation for services rendered. The current contract is set to expire on January 15, 2025. Mesa County is requesting a three-year extension, which would align this contract with those of other jurisdictions served by the county.

BACKGROUND OR DETAILED INFORMATION:

The City contracts for building services with Mesa County. Under that contract, Mesa County enforces adopted building, electrical, and plumbing codes and contractor licensing on behalf of the City. Under this contract, Mesa County is also entitled to retain 100 percent of all fees as compensation for services rendered.

The Building Department also contracts with Palisade, Debeque, and Collbran for building permits and inspection services. The City of Fruita concluded its contract with Mesa County in 2023. Mesa County, as the contractor, is provided the ability to set the

current standard fee schedule and may amend the fee schedule at its sole discretion. Mesa County adopted a revised fee schedule for its building permits that became effective July 1, 2017, and the City subsequently adopted this new fee schedule to align with the county's fee schedule pursuant to Resolution 47-17.

The County Building Department comprises 22 full-time staff, including a chief building official, operations manager, plan examiners, building inspectors, electrical inspectors and permit technicians. Inspectors also work with the City to inspect short-term rentals for life and safety issues and will also conduct inspections of graywater systems, should these systems begin to be utilized. They have staff available 24/7 for 911 emergency response as needed.

The current contract is set to expire on January 15, 2025. This contract would provide for extending current services until January 15, 2028. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days advanced written notice of intent to terminate this Contract.

FISCAL IMPACT:

The City's contract for building services with Mesa County allows for Mesa County to both set the standard fee schedule and retain 100 percent of the fees collected as compensation from the City for services rendered, therefore there is no expense budgeted for the City.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Manager to execute a contract with Mesa County for Mesa County for Building Permitting, Inspection, and Contractor Licensing Services from January 15, 2024 until January 15,2028

Attachments

1. Grand Junction Contract 2025

#MCA _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (hereinafter referred to as this "Contract") made and entered into as of the _____ day of _____ 2025 by and between the Mesa County, Colorado, a political subdivision of the State of Colorado (hereinafter referred to as the "Contractor") and the of City of Grand Junction, a Colorado municipal corporation (hereinafter referred to as the "City").

W I T N E S S E T H

WHEREAS, the City desires to engage the services of the Contractor to perform certain work for the benefit of the City; and

WHEREAS, the Contractor desires to perform the work for the City in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The services to be provided by the Contractor and the City respectively are stated in Exhibit A attached hereto and made a part hereof by this reference. At its own expense, the City will provide identified services in Exhibit A to assist the Contractor in performing under this Contract.

2. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be supplied by the Contractor at its sole cost and expense.

3. The Contractor shall perform work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work.

4. The codes to be enforced in the City will be the codes presently adopted by the Contractor and any such code hereinafter adopted or amended by the Contractor. If the City does not adopt by ordinance all of the building related codes as are currently adopted and amended by the Contractor or as currently adopted by the State of Colorado, then the Contractor may terminate this agreement.

5. The Contractor shall proceed with and accomplish the work contracted hereunder upon receipt of a written notice to proceed from the City. Such written notice shall be issued by the City Administrator. The Contract Administrator for the Contractor is the Chief Building Official for Mesa County unless otherwise designated in writing. The Contract Administrator for the City shall be a City appointed Building Official who shall have all of the powers as authorized by Section 104 of the International Building Code. The Contractor shall act as the Building Official's Deputy as described in Section 104 of the International Building Code.

6. For the performance by the Contractor under this Contract, the City shall compensate and reimburse the Contractor in accordance with the provisions set forth in Exhibit B attached hereto and made a part hereof by this reference.

7. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and detail of its work.

8. Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulation, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded and eliminated in accordance with the highest accepted standards of safety practice. The Contractor shall comply fully with all pertinent federal, state, or local statutes, rules or regulations.

9. This is a personal services contract on the part of the Contractor. This contract may not be assigned without the prior express written consent of both parties and any attempt to assign this Contract without the prior express written consent of either party shall render the Contract null and void with respect to the attempted assignment.

10. No part of this Contract shall be subcontracted without the prior express written approval of the City. If the Contractor shall subcontract any portion of this Contract, the Contractor shall be fully responsible to the City for acts and omissions of a subcontractor, or persons either directly or indirectly employed and the acts and omissions of persons employed directly or indirectly by the Contractor.

11. Except for any documents or records subject to Colorado's open records laws, the Contractor shall retain in strictest confidence all information furnished to the Contractor by the City and the results of the Contractor's work hereunder. The Contractor shall not disclose such information or results to anyone except the City without the prior written consent of the City.

12. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days advanced written notice of intent to terminate this Contract.

13. Upon termination or expiration of this Contract, the Contractor shall immediately cease field work, prepare a final report on all work accomplished to that time, and deliver to the City the final report and all other documents, papers, calculations, notes, designs, drawings, maps, reports, or other technical papers which have been prepared by the Contractor under the terms of this Contract.

14. This is not an exclusive Contract. The Contractor may, at its sole discretion, contract with other entities for work similar to that work to be performed by the Contractor hereunder.

15. The term of this Contract shall be for three (3) years from the date of the execution of this Contract

16. Any expenditure under this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

17. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any disputes hereunder shall be in the District Court of the County of Mesa, Colorado.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

BY: _____
Chair, Cody Davis

Attest:

Bobbie Goss, Clerk & Recorder

Chief Building Official
Mesa County

City of Grand Junction, COLORADO

By: _____
Mike Bennett, City Manager

Attest:

Selestina Sandoval, City Clerk

EXHIBIT A

a) Contractor Provided Services:

- i. The City shall provide a planning clearance approval for each building permit requiring an approval and provide it to the applicant. Contractor shall not issue any permit until the permit applicant delivers the planning clearance approved to the Contractor on permits requiring them. The planning clearance shall state that the City has reviewed the project for compliance with all City zoning and setback requirements, utility taps and driveway locations and found the same to be in compliance and shall grant approval to release a building permit. The City Community Development Director or their Designee and Contractor shall jointly develop a list of projects exempt from planning clearance approval. The Contractor shall verify set-backs as required by the City at the time of the first foundation inspection.
- ii. The Contractor shall take application, review and issue Contractor's Licensing for all qualified building contractors operating within the City consistent with regulations adopted by the City for such.
- iii. The Contractor will appoint, with City ratification, and operate a Building Board of Appeals consistent with §5.16.110 of the City Municipal Code.
- iv. The Contractor will provide an annual report to the City regarding building activity, budget and other relevant information, as may be requested.

b) City Provided Services:

- i. The City shall provide a planning clearance approval for each building permit requiring an approval and provide it to the applicant. Contractor shall not issue any permit until the permit applicant delivers the planning clearance approved to the Contractor on permits requiring them. The planning clearance shall state that the City has reviewed the project for compliance with all City zoning and setback requirements, utility taps and driveway locations and found the same to be in compliance and shall grant approval to release a building permit. The City Community Development Director or their Designee and Contractor shall jointly develop a list of projects exempt from planning clearance approval. The Contractor shall verify set-backs as required by the City at the time of the first foundation inspection.
- ii. Should the City desire for a project site to be inspected prior to issuance of a

Certificate of Occupancy to ensure compliance with the development clearance approval with exception of basic compliance issues including but not limited to height, setbacks and driveway location, the City shall be responsible for said inspection.

EXHIBIT B

The Contractor shall be compensated for services provided under this Contract as follows:

a. The Contractor shall charge permit fees for all work that requires the issuance of a building permit. Those fees shall be payable by the permit applicant at the time of permit issuance. Said fees shall be in accordance with the Contractor's then current standard fee schedule as from time to time adopted or amended by the Contractor in its sole discretion. Contractor shall be entitled to retain one hundred percent (100%) of all fees related to building fees including but not limited to plan review, permit, demolition, inspection and re-inspection fees.

b. The Contractor shall charge for Contractor's Licensing based on the City's adopted fee schedule. Contractor shall be entitled to retain one hundred percent (100%) of all licensing fees.

c. At the request or consent of the City Building Official, services may be provided by the Contractor that are not covered by the fees described herein. Such services may be provided by the Contractor at their discretion with no charge to the City



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: January 15, 2025
Presented By: Thomas Lloyd, Senior Planner
Department: Community Development
Submitted By: Thomas Lloyd, Senior Planner

Information

SUBJECT:

A Resolution Issuing a Revocable Permit within 1824.9 sf of the Rood Avenue and Fourth Street Right-of-Way for Lighting Bollards Adjacent to 130 North 4th Street

RECOMMENDATION:

Staff recommends approval of this request.

EXECUTIVE SUMMARY:

The Applicant, Grand River Lofts, LLC requests a Revocable Permit to allow for Lighting Bollards to extend into the City's right-of-way on Rood Avenue and 4th Street. The total area for the Revocable Permit will be 1824.9 sf. The applicant is requesting lighting bollards to illuminate the walkways and enhance pedestrian safety and visibility for residents of the proposed condos and retail spaces.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Applicant, Grand River Lofts, LLC requests a Revocable Permit to allow for Lighting Bollards to extend into the City's right-of-way on Rood Avenue and 4th Street. The total area for the Revocable Permit will be 1824.9 sf. The applicant is requesting lighting bollards to illuminate the walkways and enhance pedestrian safety and visibility for residents of the proposed condos and retail spaces.

The proposed lighting bollards have been reviewed and approved by City Planning, Engineering, and the City Surveyor. Prior to installing the lighting bollards in the City of Grand Junction right-of-way, the City Council must approve and issue a revocable permit.

ANALYSIS

Review criteria for issuance of a Revocable Permit are provided at GJMC 21.02.050(k), The five criteria are listed below, along with analyses of this request's conformance with each criterion.

(A) There will be benefits derived by the community or area by granting the proposed revocable permit;

The lighting bollards are a benefit to the community. The bollards will illuminate the alleyway south of the Grand River Lofts building and will help further illuminate 4th street to the benefit of pedestrians, bicyclists, and motorists when traveling on 4th street.

(B) There is a community need for the private development use proposed for the City property;

The Grand River Lofts project implements goals of the Comprehensive Plan and Greater Downtown plan. Enhancing the project with these lighting bollards will further benefits the community with additional lighting for pedestrians.

(C) The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property;

No other users or conflicted uses are anticipated by the City in the area of the right-of-way. 4th street in the Downtown area is a fully developed Major Collector with attached sidewalk. Staff does not see any issues with the bollards being placed along the sidewalk adjacent to the road.

(D) The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas; The proposed revocable permit does not negatively impact access, traffic circulation, or sensitive areas.

(E) The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Comprehensive Plan, other adopted plans and the policies, intents and requirements of this code and other City policies;

The proposed revocable permit does not conflict with any of the goals or policies in the Comprehensive Plan or the City's Ordinances.

FINDING OF FACT AND RECOMMENDATION

After reviewing the Revocable Permit request from Grand River Lofts, LLC, as found in File No. SPN-2022-442, within 1824.9 sf of the Rood Avenue and Fourth Street Right-of-Way for Lighting Bollards adjacent to 130 North 4th Street: 1. The request conforms with Section 21.02.050(k) of the Zoning and Development Code. Therefore, Staff recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact from this action.

SUGGESTED MOTION:

I moved to (adopt/deny) Resolution No. 01-25, a resolution issuing a revocable permit within 1824.9 sf of the Rood Avenue and Fourth Street Right-of-Way for Lighting Bollards adjacent to 130 North 4th Street., City File No. SPN-2022-442, with the finding of fact described in the staff report.

Attachments

1. Application Materials
2. Agreement
3. Resolution and Revocable Permit

Development Application

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

Petition For:

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

Existing Land Use Designation	<input type="text"/>	Existing Zoning	<input type="text"/>
Proposed Land Use Designation	<input type="text"/>	Proposed Zoning	<input type="text"/>

Property Information

Site Location: Site Acreage:

Site Tax No(s): Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application Date

Signature of Legal Property Owner Date

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Grand River Lofts, LLC ("Entity") is the owner of the following property:

(b) 130 N. 4th St. Grand Junction, CO 81501

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

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

- My legal authority to bind the Entity both financially and concerning this property is unlimited.
- My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

- The Entity is the sole owner of the property.
- The Entity owns the property with other(s). The other owners of the property are:

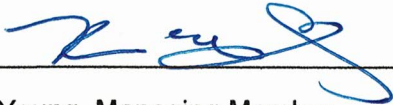
On behalf of Entity, I have reviewed the application for the (d) Grand River Lofts

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

(e) none

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

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

Signature of Entity representative: 

Printed name of person signing: Kevin Young, Managing Member

State of Colorado)

County of Mesa) ss.

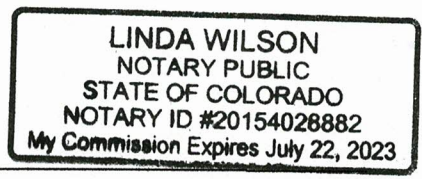
Subscribed and sworn to before me on this 24th day of August, 20 22

by Kevin Young, Managing Member

Witness my hand and seal.

My Notary Commission expires on July 22, 2023

Linda Wilson
Notary Public Signature




**STATEMENT OF AUTHORITY FOR
GRAND RIVER LOFTS, LLC**

1. This Statement of Authority relates to Grand River Lofts, LLC and is executed in accordance and in full adherence to C.R.S. § 38-30-172.
2. Grand River Lofts, LLC is a limited liability company formed under the laws of the state of Colorado as of March 24, 2022. The entity is, and always has been, in good standing with the Colorado Secretary of State (ID Number: 20221313934).
3. The mailing address for Grand River Lofts, LCC is: 305 Main St., Suite A, Grand Junction, CO 81501.
4. The undersigned declarant, Kevin P. Young, is a duly authorized signatory of Grand River Lofts, LLC and has the requisite authority to execute legal instruments and binding legal agreements on behalf of the entity, including instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity.
5. Grand River Lofts, LLC is a multi-member limited liability company, and pursuant to the terms of its executed Operating Agreement is managed by Kevin P. Young, in his capacity as "Construction Manager." (Kevin P. Young is also President of North Peak Inc. and North Peak Inc. owns a controlling 50% membership interest in Grand River Lofts, LLC. Kevin P. Young is a duly authorized signatory of North Peak Inc.)

IN WITNESS WHEREOF, declarant sets its hand the 21st day of February, 2023.

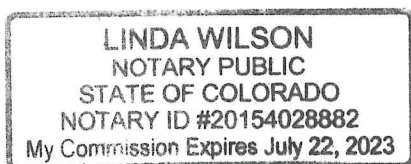
Grand River Lofts, LLC
a Colorado limited liability company

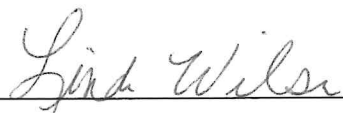
By: 
Kevin P. Young

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 21st day of February, 2023, by Kevin P. Young, on behalf of Grand River Lofts, a Colorado limited liability company.

My commission expires: 7-22-2023
Witness my hand and official seal.




Notary Public



AGREEMENT

Grand River Lofts, LLC, for themselves and for their successors and assigns, do hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2025.

By: _____
Kevin Young, Grand River Lofts, LLC

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this ___ day of _____, 2024, by Kevin Young.

My Commission expires: _____
Witness my hand and official seal.

Notary Public



RESOLUTION NO. _____

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO
GRAND RIVER LOFTS, LLC**

Recitals.

A. Grand River Lofts, LLC hereinafter referred to as the Petitioners, represent they are the owners of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOT 2 ROOD AVENUE PARKING PLAZA, SAME AS RECORDED AT
RECEPTION NO. 2367777
City of Grand Junction, County of Mesa, State of Colorado

Also known by street address as: 130 N 4th St

and identified by Mesa County Tax Schedule Number 2945-143-56-004

B. The Petitioners have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow for installation of storm drain infrastructure within the following described public right-of-way and parcel under the ownership of the City of Grand Junction:

A parcel for a Light Bollard Easement across that property located in the SW¼, Section 14, Township 1 South, Range 1 West, of the Ute Meridian in Grand Junction, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the City block corner at the intersection of Rood Avenue and Fourth Street whence the block corner at the intersection of Rood Avenue and Fifth Street bears S89°54'30"E, a distance of 481.55 feet for a basis of bearing, with all bearings contained herein relative thereto; thence S89°54'30"E, a distance of 50.13 feet; thence S00°05'30"W, a distance of 59.66 feet, to the POINT OF BEGINNING; thence S00°02'27"W, a distance of 121.66 feet; thence N89°57'33"W, a distance of 15.00 feet; thence N00°02'27"E, a distance of 121.66 feet; thence S89°57'33"E, a distance of 15.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 1824.9 Square Feet, as herein described.

C. Relying on the information supplied by the Petitioners and contained in File No. SPN-2022-442 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

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

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioners for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this _____ day of _____, 2025

Attest:

Abram Herman
President of the City Council

Selestina Sandoval
City Clerk

REVOCABLE PERMIT

Recitals.

A. GRAND RIVER LOFTS, LLC, hereinafter referred to as the Petitioners, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOT 2 ROOD AVENUE PARKING PLAZA, SAME AS RECORDED AT
RECEPTION NO. 2367777

City of Grand Junction, County of Mesa, State of Colorado

Also known by street address as: 130 N 4th St

and identified by Mesa County Tax Schedule Number 2945-143-56-004

B. The Petitioners have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow for installation of lighting bollards within the following described public right-of-way and parcel under the ownership of the City of Grand Junction:

A parcel of land situated in the Southeast Quarter (SE $\frac{1}{4}$) of Section 9 and the Southwest Quarter (SW $\frac{1}{4}$) of Section 10, 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:

A parcel for a Light Bollard Easement across that property located in the SW $\frac{1}{4}$, Section 14, Township 1 South, Range 1 West, of the Ute Meridian in Grand Junction, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the City block corner at the intersection of Rood Avenue and Fourth Street whence the block corner at the intersection of Rood Avenue and Fifth Street bears S89°54'30"E, a distance of 481.55 feet for a basis of bearing, with all bearings contained herein relative thereto; thence S89°54'30"E, a distance of 50.13 feet; thence S00°05'30"W, a distance of 59.66 feet, to the POINT OF BEGINNING; thence S00°02'27"W, a distance of 121.66 feet; thence N89°57'33"W, a distance of 15.00 feet; thence N00°02'27"E, a distance of 121.66 feet; thence S89°57'33"E, a distance of 15.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 1824.9 Square Feet, as herein described

C. Relying on the information supplied by the Petitioner and contained in File No. SPN-2022-442 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioners a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way and City of Grand Junction property aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioners' use and occupancy of the public right-of-way and City of Grand Junction property as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way and City of Grand Junction property.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way and City of Grand Junction property for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

3. The Petitioners, for themselves and for their successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way and City of Grand Junction property or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioners agree that it shall at all times keep the above described public right-of-way and City of Grand Junction property in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioners shall, at the sole cost and expense of the Petitioners, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way and City of Grand Junction property available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioners, at the Petitioners' expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2025.

The City of Grand Junction,
a Colorado home rule municipality

Attest:

Selestina Sandoval
City Clerk

Mike Bennett
City Manager

Acceptance by the Petitioners:

GRAND RIVER LOFTS, LLC

Exhibit A

A parcel for a Light Bollard Easement across that property located in the SW¼, Section 14, Township 1 South, Range 1 West, of the Ute Meridian in Grand Junction, Mesa County, Colorado and being more particularly described as follows:

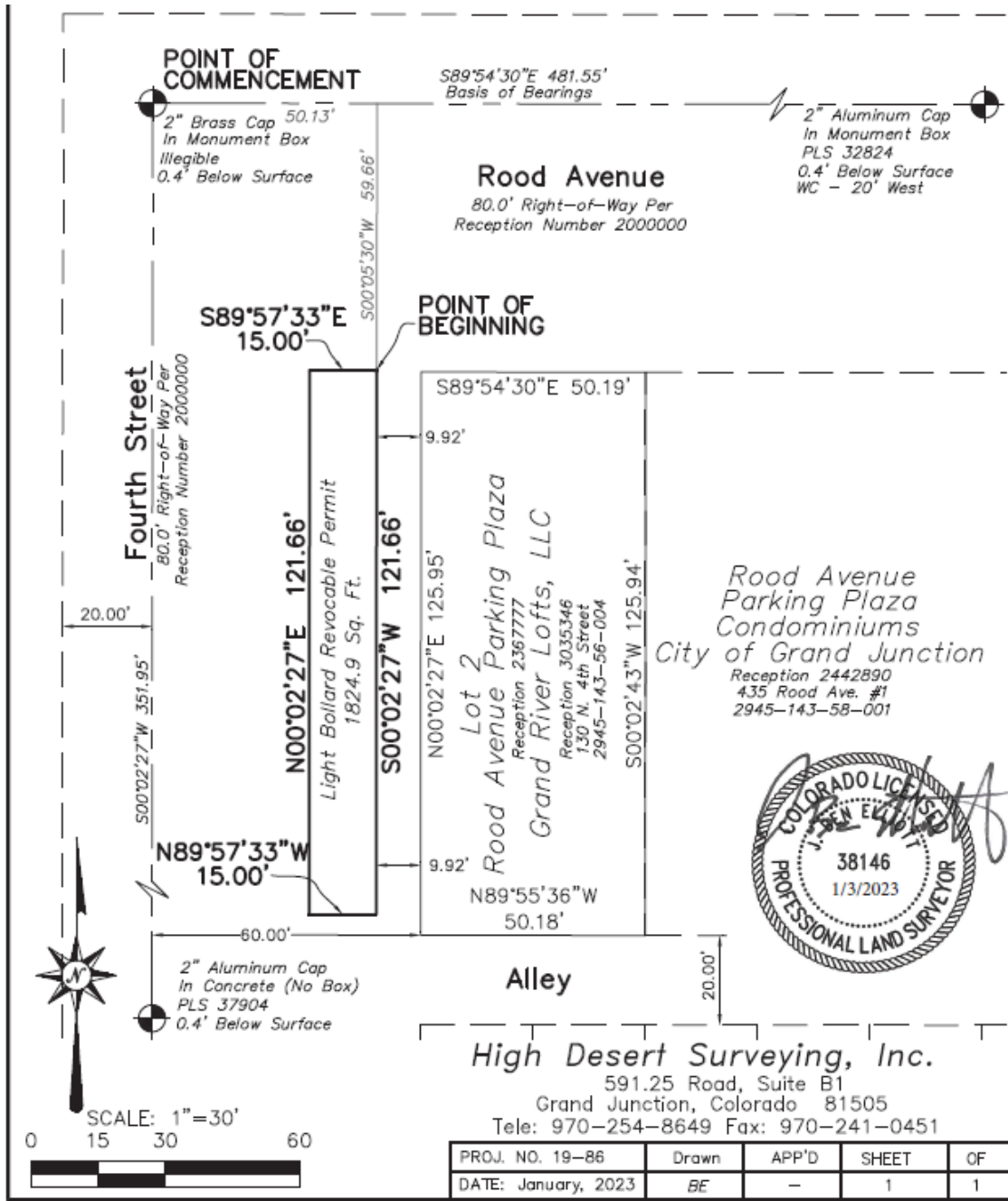
COMMENCING at the City block corner at the intersection of Rood Avenue and Fourth Street whence the block corner at the intersection of Rood Avenue and Fifth Street bears S89°54'30"E, a distance of 481.55 feet for a basis of bearing, with all bearings contained herein relative thereto; thence S89°54'30"E, a distance of 50.13 feet; thence S00°05'30"W, a distance of 59.66 feet, to the POINT OF BEGINNING; thence S00°02'27"W, a distance of 121.66 feet; thence N89°57'33"W, a distance of 15.00 feet; thence N00°02'27"E, a distance of 121.66 feet; thence S89°57'33"E, a distance of 15.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 1824.9 Square Feet, as herein described.



22-119 GRL_Light Bollard Exhibit A.doc
Prepared by:
J. Ben Elliott
High Desert Surveying, Inc.
591 25 Road, Suite B1
Grand Junction, Colorado 81505

Exhibit B





Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: January 15, 2025
Presented By: Timothy Lehrbach, Senior Planner
Department: Community Development
Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

A Resolution Finding the 2020 One Grand Junction Comprehensive Plan, Together with the 2025 Grand Junction Municipal 3 Mile Plan Map, Serves as the City's Three-Mile Plan and its Annual Update

RECOMMENDATION:

Staff recommends approval of the resolution.

EXECUTIVE SUMMARY:

Colorado law (C.R.S. §31-12-101, *et. seq.*) provides that no municipal annexation may occur that would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year. The law also requires that, before the completion of any annexation within the three-mile area, the annexing municipality must have a plan that generally describes the proposed location, character, and extent of public infrastructure and proposed land uses, all as more particularly described in the statute. The plan shall be updated at least once annually.

The proposed resolution reaffirms that the One Grand Junction Comprehensive Plan, together with the adoption of the 2025 Grand Junction Municipal 3 Mile Plan Map, constitutes the City's Municipal three-mile plan and satisfies the statutory requirement for the annual update.

BACKGROUND OR DETAILED INFORMATION:

Background

Colorado law (C.R.S. §31-12-101, *et. seq.*) provides that no municipal annexation may occur that would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year. The

law also requires that, before the completion of any annexation within the three-mile area, the annexing municipality must have a plan that generally describes the proposed location, character, and extent of public infrastructure and proposed land uses, all as more particularly described in the statute. The plan shall be updated at least once annually.

The law does not expressly establish whether the entire three-mile boundary area or just the area of the annexation is to be planned by the three-mile plan; however, the City's master planning includes consideration of annexation policies, such that the elements of a three-mile plan are incorporated in the City's Comprehensive Plan. As such, pursuant to C.R.S. §31.12.101, *et seq.*, the City recognizes the 2020 One Grand Junction Comprehensive Plan and its Urban Development Boundary (UDB) as the City's three-mile plan.

The City's master planning began with the 1996 Growth Plan, prior to which the City adopted an annual Municipal Annexation Plan that served as the City's three-mile plan. Subsequently, the City and Mesa County executed the 1998 Intergovernmental Agreement Between the City of Grand Junction and Mesa County Related to City Growth and Joint Policy Making for the Persigo Sewer System (Persigo Agreement) that established, among other policies, when and where the City would annex and where the Persigo Sewer System would extend (the "201 Boundary"). The Persigo Agreement contemplates that these areas should be coterminous, providing that "the parties agree to, in good faith, amend the Urban Growth Boundary, or the 201 [Boundary], or both, so that such boundaries and areas are identical."

On February 7, 2010, a 30-month planning effort culminated with the adoption of the Grand Junction Comprehensive Plan, replacing the 1996 Growth Plan. The 2010 Comprehensive Plan was jointly adopted by the City of Grand Junction and Mesa County, providing for intergovernmental collaboration, a wide breadth of stakeholders, and a unified vision between the City and County for growth in the Grand Junction area. This Comprehensive Plan established the UDB, which sets the eventual boundary of the City.

The intergovernmental collaboration continued with the 2020 One Grand Junction Comprehensive Plan, which was adopted by the City of Grand Junction on December 16, 2020, and the Land Use Map and Plan of which were adopted by Mesa County on February 17, 2021. The One Grand Junction Comprehensive Plan provides the framework for annexation and development, including defining and describing growth and development goals and policies. The goals and policies include but are not limited to, the boundary of the City and how and where urban utilities, infrastructure, and facilities will extend that boundary.

The Comprehensive Plan promotes the community's vision, goals, objectives, and policies, establishes a process for orderly growth and development, addresses both current and long-term needs, and provides for a balance between the natural and built environment. These are elements acknowledged by Colorado law and good public

policy. The Comprehensive Plan was developed with an understanding of the need to maximize the efficiency and effectiveness of development, to preserve agricultural lands outside the UDB, and to increase densities and development intensity within the UDB. To that end, the Comprehensive Plan includes a Land Use Map that designates the future land uses within the UDB.

The UDB established in the 2010 Comprehensive Plan saw only minor changes in the 2020 Comprehensive Plan, mostly reducing the size of the boundary. By design, the UDB does not extend beyond three miles from any existing boundary of the City. However, neither the 2010 establishment nor the 2020 update of the UDB aligned it with the 201 Boundary. The 2020 Comprehensive Plan reinforced the need for such alignment (Plan Principle 3, Goal 1, Strategy c).

On April 17, 2024, the City of Grand Junction approved the Second Amendment to the Persigo Agreement, which, among other changes, adjusted the 201 Boundary. Mesa County approved the Second Amendment on July 9, 2024. Following this, on December 18, 2024, the City Council adopted Ordinance No. 5243, approving an amendment to the Urban Development Boundary (UDB) within the Comprehensive Plan. By this action, the City aligned its UDB with the revised 201 Boundary (with the few exceptions as described and depicted in the adopted UDB update ordinance), meeting the intent of the Persigo Agreement and 2020 Comprehensive Plan.

The proposed 2025 Annual Grand Junction Municipal 3 Mile Plan Map reflects the updated UDB and 201 Boundary and establishes the limits of annexation and the City's planning area. Each boundary is less than three miles from the existing boundaries of the City, complying with the requirements for a three-mile plan.

The Comprehensive Plan, through the application of its principles, goals, and strategies, its land use plan, its appendices, and its supporting documentation, describes the City's intent regarding the provision of infrastructure, transportation, utilities, and other services to and within any annexed property within the UDB. The Comprehensive Plan describes the proposed character, extent, and location of land uses and infrastructure preparation. It therefore remains compliant with the requirements for a three-mile plan.

The proposed resolution therefore reaffirms the Comprehensive Plan as the City's Municipal three-mile plan and adopts the 2025 Grand Junction Municipal 3 Mile Plan Map, thereby satisfying the annual update requirements of C.R.S. §31-12-101, *et. seq.* and all applicable law.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

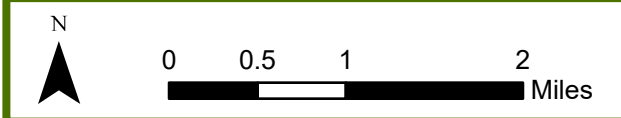
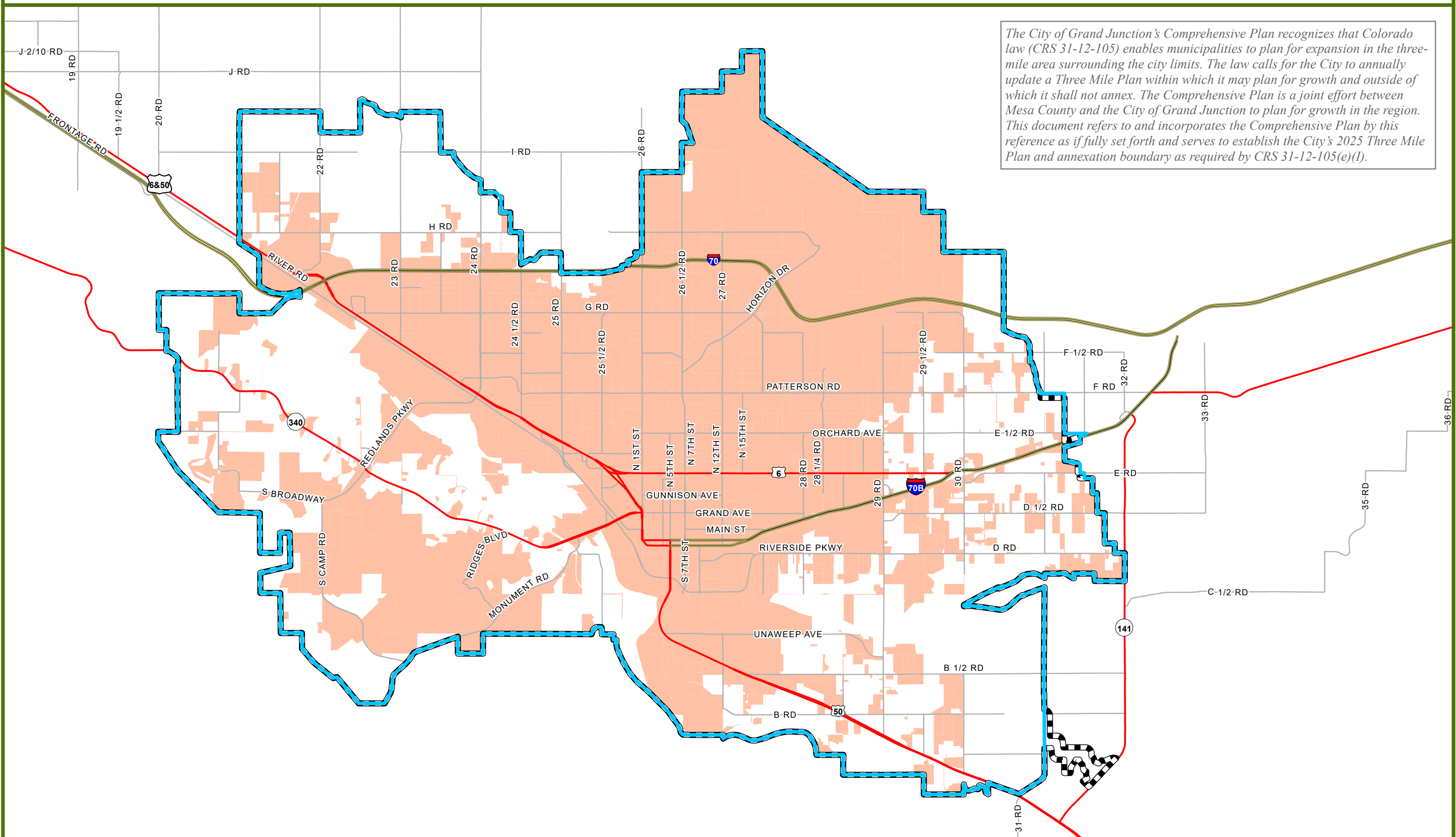
I move to (adopt/deny) Resolution No. 02-25, a Resolution reaffirming the City's Comprehensive Plan as the Grand Junction Municipal three-mile plan and adopting the 2025 Grand Junction Municipal 3 Mile Plan Map as the 2025 annual update of the three-mile plan, satisfying the requirements of C.R.S. §31-12-101, *et. seq.* and all applicable law.

Attachments

- 1. 2025 Annual Grand Junction Municipal 3 Mile Plan Map
- 2. Resolution - 2025 Three Mile Plan

2025 ANNUAL GRAND JUNCTION MUNICIPAL 3 MILE PLAN

The City of Grand Junction's Comprehensive Plan recognizes that Colorado law (CRS 31-12-105) enables municipalities to plan for expansion in the three-mile area surrounding the city limits. The law calls for the City to annually update a Three Mile Plan within which it may plan for growth and outside of which it shall not annex. The Comprehensive Plan is a joint effort between Mesa County and the City of Grand Junction to plan for growth in the region. This document refers to and incorporates the Comprehensive Plan by this reference as if fully set forth and serves to establish the City's 2025 Three Mile Plan and annexation boundary as required by CRS 31-12-105(e)(I).



- Proposed UDB - 2024
- 201 Boundary
- City Limits December 2024

Date Created: 12/23/2024



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. __-25

A Resolution Finding that the 2020 One Grand Junction Comprehensive Plan Together with the 2025 Annual Grand Junction 3 Mile Plan Map Serves as the Annual Three-Mile Plan for the City of Grand Junction

WHEREAS, Colorado law (C.R.S. §31-12-101, *et. seq.*) provides that no municipal annexation may occur that would have the effect of extending a municipal boundary more than three miles in any direction from the limits of the current municipal boundary in any one year. The law also requires that, before completion of any annexation within the three-mile area, the annexing municipality must have a plan that generally describes the proposed location, character, and extent of public infrastructure and proposed land uses, all as more particularly described in the statute. The plan shall be updated at least once annually.

WHEREAS, the City's master planning includes consideration of annexation policies, such that the elements of a three-mile plan are incorporated in the City's Comprehensive Plan. As such, pursuant to C.R.S. §31.12.101, *et seq.*, the City annually affirms by resolution its extant Comprehensive Plan and Urban Development Boundary (UDB) as the City's three-mile plan.

WHEREAS, on December 16, 2020, City Council adopted by Ordinance No. 4971 the 2020 *One Grand Junction Comprehensive Plan (Comprehensive Plan)*. The *Comprehensive Plan* establishes the Urban Development Boundary (UDB), which sets the planning area and eventual boundary of the City.

WHEREAS, the *Comprehensive Plan* provides the framework for annexation and development, including defining and describing growth and development goals and policies. The goals and policies include, but are not limited to, the boundary of the City and how and where urban utilities, infrastructure, and facilities will extend that boundary. The *Comprehensive Plan* promotes the community's vision, goals, objectives, and policies, establishes a process for orderly growth and development, addresses both current and long term needs, and provides for a balance between the natural and built environment, all as presumed by the law and good public policy. The *Comprehensive Plan* was developed with an understanding of the need to maximize the efficiency and effectiveness of development, to preserve agricultural lands outside the UDB and to increase densities and development intensity within. To that end, the *Comprehensive Plan* includes a Land Use Map that designates the future land uses within the UDB.

WHEREAS, the *Comprehensive Plan*, through the application of its principles, goals, and strategies, its land use plan, its appendices, and its supporting documentation, describes the City's intent regarding the provision of infrastructure, transportation, utilities, and other services to and within any annexed property within the

UDB. The *Comprehensive Plan* describes the proposed character, extent, and location of land uses and infrastructure preparation, which have been consistent since its adoption, and accordingly the three-mile plan is considered and found, as allowed by law, to be a part of the *Comprehensive Plan*.

WHEREAS, the 2025 Annual Grand Junction Municipal 3 Mile Plan Map (Exhibit A) reflects the UDB as most recently amended and adopted by the City Council by Ordinance No. 5243 on December 18, 2024.

AND WHEREAS, the City Council finds the *Comprehensive Plan*, together with and as amended by the attached annual update, 2025 Annual Grand Junction Municipal 3 Mile Plan Map (Exhibit A), constitutes the City's three-mile plan and satisfies the requirements of C.R.S. §31-12-101 *et. seq.* and all applicable law.

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

That the *Comprehensive Plan* as adopted and amended by and with Exhibit A, is the three-mile plan for the City of Grand Junction and that Exhibit A is and serves as the annual update as required by law.

PASSED AND ADOPTED this 15th day of January 2025.

Abram Herman
President of the Council

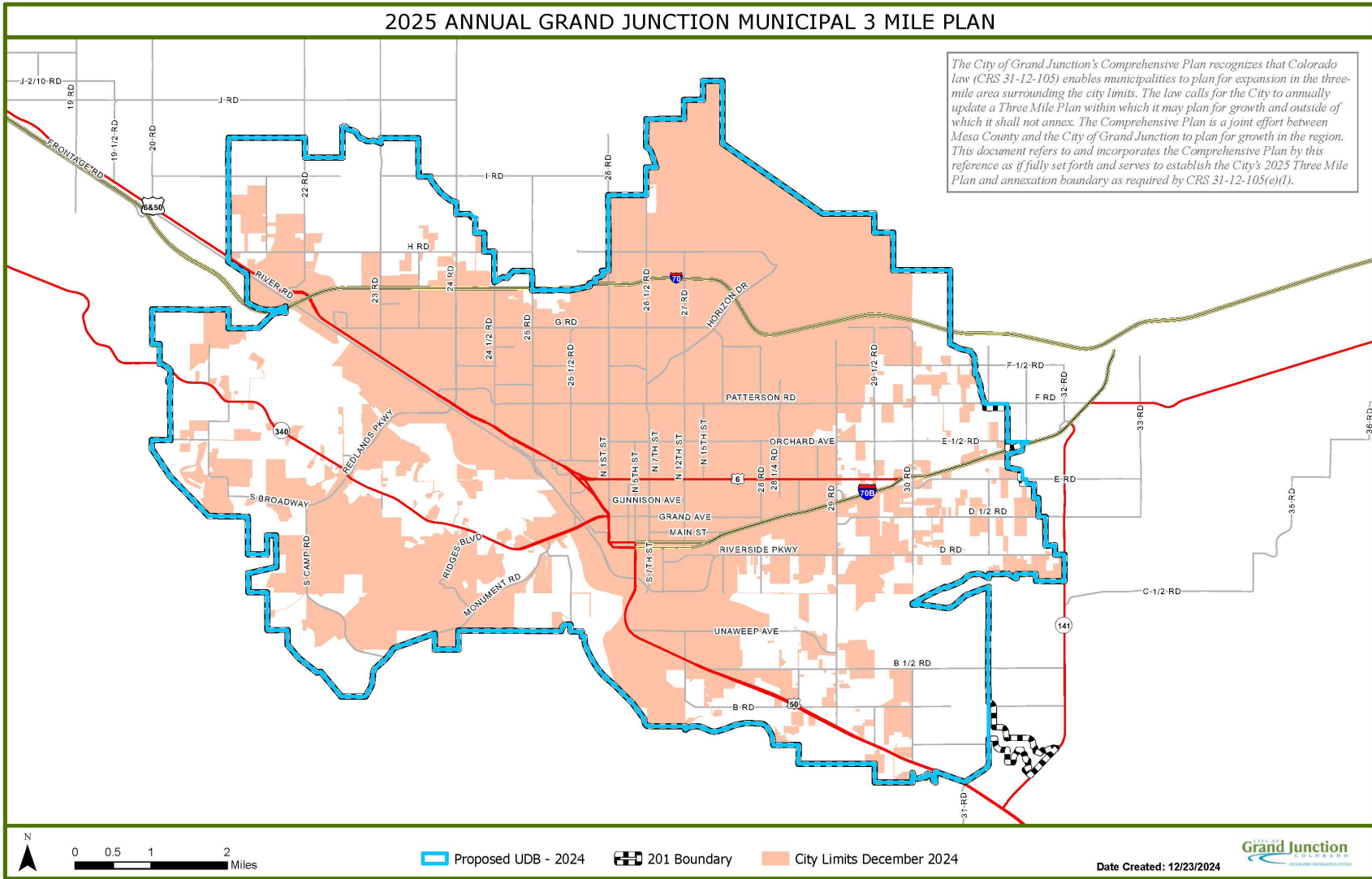
Attest:

Selestina Sandoval
City Clerk

Exhibit A

2025 ANNUAL GRAND JUNCTION MUNICIPAL 3 MILE PLAN

The City of Grand Junction's Comprehensive Plan recognizes that Colorado law (CRS 31-12-105) enables municipalities to plan for expansion in the three-mile area surrounding the city limits. The law calls for the City to annually update a Three Mile Plan within which it may plan for growth and outside of which it shall not annex. The Comprehensive Plan is a joint effort between Mesa County and the City of Grand Junction to plan for growth in the region. This document refers to and incorporates the Comprehensive Plan by this reference as if fully set forth and serves to establish the City's 2025 Three Mile Plan and annexation boundary as required by CRS 31-12-105(e)(1).





Grand Junction City Council

Regular Session

Item #5.c.

Meeting Date: January 15, 2025
Presented By: Selestina Sandoval, City Clerk
Department: City Clerk
Submitted By: Selestina Sandoval

Information

SUBJECT:

A Resolution Authorizing the City of Grand Junction Regular Municipal Election on April 8, 2025, Authorizing the City Clerk to Sign the Intergovernmental Agreement with Mesa County Clerk and Recorder to Conduct Said Election

RECOMMENDATION:

Staff recommends adoption of the Resolution.

EXECUTIVE SUMMARY:

The purpose of this item is to enter into an Intergovernmental Agreement (IGA) with Mesa County for the conduct of the April 8, 2025 Regular Municipal Election.

BACKGROUND OR DETAILED INFORMATION:

Mesa County Clerk and Recorder has agreed to conduct and provide Election Services for the 2025 Municipal Election under Title 1 of the Colorado Revised Statutes on behalf of the City. Pursuant to Article II, paragraph 3 of the City Charter, the regular election for the City of Grand Junction is scheduled for the first Tuesday after the first Monday in April of every second year, and accordingly, the 2025 election shall be held on Tuesday, April 8, 2025. The IGA outlines the responsibilities and duties of the County Clerk as well as those of the City. All ballots will be mailed to voters per Title 1, and voters will have the option to mail their voted ballots, drop in several available secure ballot boxes, or vote in person at a Voter Service and Polling Center at 200 S. Spruce Street. Mesa County will utilize their equipment, although the City Clerk will work with and pay vendors directly for ballots, applicable notices and mailings.

FISCAL IMPACT:

The costs for the April 2025 election are included in the 2025 Adopted Budget.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 03-25, a Resolution Authorizing a Ballot Election in the City of Grand Junction for the Regular Municipal Election on April 8, 2025 and Authorizing the City Clerk to Sign the Intergovernmental Agreement with Mesa County Clerk and Recorder to Conduct said Election.

Attachments

1. IGA April Election
2. RES-April 2025 Election 20250102



Intergovernmental Agreement

Between

Mesa County Clerk and Recorder and

City of Grand Junction

Regarding the Conduct and Administration of the
April 8, 2025 Municipal Election

200 S. Spruce Street | Grand Junction, CO 81501
voter.info@mesacounty.us (970) 244-1662

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) for election administration services (“Election Services”) is by and between the City of Grand Junction, a Colorado home rule municipality, (“City”), and the Mesa County Clerk and Recorder (“Clerk”), collectively referred to as the “Parties”.

1. PURPOSE

- a. The City may contract with the Clerk to perform all or part of the required duties in conducting an election pursuant to §1-1-111(2), C.R.S. The City has requested the Clerk to administer the City’s regular municipal election to be held on April 8, 2025 (“2025 Municipal Election”). The City and the Clerk have determined that it is in the best interests of the local government and its inhabitants to cooperate and contract for Election Services in connection with the 2025 Municipal Election.
- b. The Clerk has agreed to conduct and provide Election Services for the 2025 Municipal Election under Title 1 of the Colorado Revised Statutes (“Code”) on behalf of the City. The City has adopted a resolution stating that the 2025 Municipal Election shall be conducted under Title 1 pursuant to §31-10-102.7, C.R.S. The City has appointed Bobbie Gross as its Designated Election Official (“DEO”) for the 2025 Municipal Election, and the City desires to enter into this Agreement with the Clerk to conduct the Election. Title 1 shall supersede Title 31 and the City of Grand Junction’s Charter in most cases.
- c. The Clerk shall not provide any legal advice to the City.
- d. This Agreement describes the roles and responsibilities of the Parties for the conduct of the 2025 Municipal Election.

2. CANDIDATES AND PETITIONS

- a. The City shall be responsible for certifying the eligibility of municipal candidates per applicable municipal law. The City shall issue the petition format to eligible candidates. Candidates shall submit completed petitions to the City and the City shall verify signatures and determine the petitions’ sufficiency or insufficiency. The City is responsible for the retention of the petitions and other documents per applicable municipal law and/or adopted retention schedules.

- b. The Clerk shall provide voter registration lists as required and requested by the City. The fee for furnishing the list shall be twenty-five dollars (\$25.00) in total, or one cent (\$0.01) per name contained on the registration list, whichever is greater.
- c. Write-in candidates must file an affidavit of intent to run as a write-in candidate by the close of the 64th day before the Election, February 3, 2025 (C.R.S. §§1-4-1101, 1-4-1102). A copy of the affidavit shall be forwarded to the Clerk via email as provided in ¶25. No other write in candidate will be accepted after February 3, 2025.

3. BALLOT CONTENT

- a. No later than 5:00 P.M. MST, February 7, 2025, the City shall certify the ballot title, text, and the order in which the ballot content (“Ballot Content”) shall appear. The Ballot Content shall be submitted to the Clerk in Microsoft Word via email as provided in ¶25. The Ballot Content shall be final, and the Clerk shall not be responsible for making any changes after the certification.
- b. **Within two hours** of receipt from the Clerk, the City designee shall proofread the layout and the text of the City's ballots and provide written notice of acceptance of the form and content to the Clerk via email as provided in ¶25.
- c. The Clerk shall create the ballot by style and report by style. The City shall coordinate with a qualified print vendor to print and mail the ballot packets to eligible active registered electors, including eligible electors designated as military and overseas in accordance with the Uniform Military and Overseas Voters Act. Ballot packets shall be mailed to eligible active registered electors between March 17, 2025, and March 22, 2025. Ballot packets shall be mailed to eligible electors designated as military and overseas in accordance with the Uniform Military and Overseas Voters Act no later than February 22, 2025.

4. TABOR NOTICE

- a. Pursuant to §1-7-116(3) C.R.S., the Parties are required to enter into an agreement regarding the preparation and mailing of the notice required by the Taxpayer Bill of Rights (“TABOR”) in accordance with the Colorado Constitution, Article X, Section 20 (“TABOR Notice”).
- b. The City is solely responsible for the process of receiving written comments and summarizing such comments as is required by Section 20 of Article X of the Colorado Constitution.
- c. The City shall be responsible for the preparation, printing, and mailing of the notice of ballot issues. The City shall mail such TABOR Notice in accordance with TABOR at least 30 days prior to the Election.
- d. The City acknowledges that mailing of the TABOR Notice must be “at least cost” pursuant to Article X, Section 30(3)(b) of the Colorado Constitution. The Clerk shall not be responsible for the accuracy or sufficiency of any TABOR Notice. The cost of the TABOR Notice shall be the sole responsibility of the City. A copy of the published TABOR Notice shall be submitted to the Clerk for the Clerk’s records.
- e. The Clerk may but is not required to provide suggestions for vendors for the TABOR Notice.

5. LEGAL NOTICES

- a. The City shall post and/or publish any legal notices of the Election as required by law. A copy of the published legal notice shall be submitted to the Clerk for the Clerk’s records.

6. ELECTION JUDGES

- a. The Clerk shall hire and train the election judges, including providing specific instruction in the secure operation of the election equipment. The Clerk shall certify the election judges and pay the compensation of the judges. The City shall reimburse any costs and compensation associated with the election judges in accordance with the reimbursement provisions of this Agreement.

7. BALLOTS, VOTING LOCATIONS, AND UOCAVA VOTING

a. Eligible electors would receive a ballot by mail and either vote by mailing those ballots, depositing the ballots at a drop box location, or dropping off at a Voter Service and Polling Center. Electors shall also have an option to vote at a Voter Service and Polling Center.

b. *Voter Service and Polling Centers*

i. Per statute, for any election where the Clerk is the DEO, the Clerk shall designate at least one Voter Service and Voting Center (“VSPC”) for each thirty thousand current active electors (C.R.S. 1-7.5-107(4.5)(III)(B)(b.5)).

ii. The minimum number of VSPC shall be open at a minimum of eight days prior to and including the day of the Election, not including Sunday (C.R.S. 1-7.5-107(4.5)(III)(c)).

iii. The Parties have agreed that the VSPC shall be located at 200 S Spruce St., Grand Junction, CO 81501. The location is within the City limits, is a known VSPC, and meets requirements that are set in statute. The VSPC shall be staffed with election judges that the Clerk shall hire and train.

iv. If the Clerk has determined that the VSPC location at Spruce St. needs to be changed, the cost of location change would be the responsibility of the City.

c. *Mail Ballots*

i. The City Clerk shall coordinate with their vendor to print and mail ballots to eligible electors.

ii. For the deposit of voted mail ballots not returned by the United States Postal Service (“USPS”) the following locations have been designated as 24-hour drop box locations:

1. Locked 24-hour drop box with video surveillance located at City Hall – 250 N 5th St., Grand Junction, CO 81501.
2. Locked 24-hour depository box with video surveillance

- located at Mesa County Central Services – 200 S Spruce St., Grand Junction, CO 81501 located in the main parking lot.
3. Locked 24-hour depository box with video surveillance located at GVT – West Transfer Facility – 612 24 ½ Road, Grand Junction, CO 81505
 4. Locked 24-hour depository box with video surveillance located at Department of Human Services, 510 29 ½ Road, Grand Junction, CO 81504
 5. Mesa County Elections Office – 200 S Spruce St., Grand Junction, CO 81501 (Monday – Friday 8:00am to 5:00pm, excluding legal holidays and 7:00 am to 7:00 pm Election Day).
- d. An elector may request a replacement ballot from the Clerk. This service is available Monday – Friday 8:00 am to 5:00 pm, excluding holidays and on Election Day from 7:00 am to 7:00 pm in the Election’s Office or during the times that the Voter Service and Polling Center is open.
- e. *Military and Overseas Ballots (UOCAVA)*
- i. The Clerk shall facilitate special accommodations for military and overseas voters provided by the Uniform Military and Overseas Voters Act (UOCAVA). The Clerk shall send ballot material to covered voters based on the method requested (mail, electronic, or fax). Ballots shall have a secure method of returning a ballot(s) electronically. This will need to be provided by the City.
 - ii. All ballots (mail, electronic, and fax) shall be sent out no later than 45 days before the election. Electronic ballots and ballots received by fax must be received by 7:00 pm election day; mail ballots shall be accepted 8 days after the election.

8. BALLOT PROCESSING

- a. The Clerk shall provide security for and process all mail ballots. The signature of the eligible elector on the envelope shall be compared with the signature on file with the Clerks’ Office. The Clerk shall perform verification of signatures on the self-affirmation on the return envelope. The

Clerk shall send out a letter to electors who have a discrepancy in the electors' signature, failed to sign, or are missing an identification in accordance with statute.

9. PREPARATION FOR ELECTION

- a. The Clerk shall provide the necessary voting equipment and coordinate the programming of the voting equipment and set up the election in the Statewide Colorado Voter Registration and Election ("SCORE") program.
- b. The Clerk shall provide an address library report from SCORE no later than January 6, 2025, which shall list the street addresses located in both the City and Mesa County according to the statewide voter system.
- c. The Clerk shall deliver the Address Library Report to the City along with an Address Library Report Sign- Off Form ("Sign-Off Form"). The City shall review all the information in the report and indicate on the Sign- Off Form whether any changes are needed, or whether the report is complete and accurate. It is the City's responsibility to ensure that the information contained in the Address Library Report is an accurate representation of the streets contained within the City's legal boundaries. The City must return the complete Sign-Off Form to the Clerk at or before 3:00pm on January 17, 2025. If the City requests any changes to the Address Library Report on the Sign-Off Form, the Clerk shall make the requested changes and return the amended Address Library Report to the City along with a second Sign-Off Form. The City must certify to the Clerk the completeness and accuracy of the Address Library Report by completing the Sign-Off Form and submitting such to the Clerk at or before 3:00pm January 31, 2025.
- d. The Clerk shall conduct a public logic and accuracy test ("LAT") of certified voting system components that will be utilized in the Election.
- e. No later than January 13, 2025, at 3:00 pm the City shall provide the Clerk the instruction sheet that goes in the mail ballot packets.

- f. The Clerk shall refer all inquiries concerning the substance of the ballot issue(s), ballot questions, candidate information, and/or the operations of the City to the City.

10. TABULATION

- a. All processes relating to the tabulation of ballots shall be the responsibility of the Clerk. An unofficial abstract of votes shall be provided to the City upon completion of the counting of all ballots on Election night.

11. CANVASS

- a. The canvass of votes shall be the responsibility of the Clerk. It shall take place after the cure period has passed, and the cures have been entered. The last day to complete the Canvass would be April 30, 2025. The Clerk shall select and oversee the conduct of the Board of Canvassers and the testing board. The Board of Canvassers shall prepare the canvass of votes and the completion of the abstract.

12. CUSTODIAN OF RECORDS

- a. The City will be the Custodian of Records for the 2025 Municipal Election which includes all records of video recordings of the ballot drop boxes and the processing areas, the paper ballots, the envelopes that the ballots were received in, or any other elections record that needs to be retained. The City shall pick up the records and store them at a facility of their choosing. The City shall pick up the records from the Clerk by May 2, 2025. The City will retain them pursuant to elections law.

13. ALLOCATION OF COSTS OF ELECTION

- a. The City will be directly billed by Runbeck Election Services, Inc (“Runbeck”) for the printing and mailing of the ballots. The City shall be responsible for communicating with Runbeck (as of this Agreement, with Kabir Chopra, Director of Sales for Runbeck) and making all

arrangements and agreements necessary to be set up in the Runbeck invoicing system. The City shall complete this before ballot creation and notify the Clerk that this has been completed.

- b. The City will be directly billed by Dominion Voting Systems (“Dominion”) for ballot creation. The City shall be responsible for communicating with Dominion (as of this Agreement, with David Stahl, Customer Success Manager for Dominion) and making all arrangements and agreements necessary to be set up in the Dominion invoicing system. The City shall complete this before ballot creation and notify the Clerk that this has been completed.
- c. For all other costs, the City shall reimburse the Clerk for all direct costs incurred for providing the Election Services for the Election. The City has been provided a cost estimate sheet with this IGA that includes election related expenses such as but not limited to the cost of sending correspondents to voters, voter service and polling center operational cost, or judge training materials. The Clerk will submit a final bill to the City. The City shall pay the final bill within 30 days of receipt from the Clerk which shall not occur until 30 days after the Canvass and the completion of any Recount and Election contests, whichever occurs last.

14. TERM OF AGREEMENT

- a. This Agreement shall commence on the Effective Date and continue until all statutory requirements concerning the conduct of the election are fulfilled.

15. AMENDMENT

- a. This Agreement may be amended only in writing and following the same formality as the execution of the initial Agreement.

16. INTEGRATION

- a. The Parties acknowledge that this Agreement constitutes the sole and entire agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation or other written document made by another Party or employee, agent or officer of that Party.

17. CONFLICT OF LAW

- a. In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law, and the non-conflicting portions shall be enforced as written to the extent possible.

18. TIME OF ESSENCE

- a. Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms and deadlines of this Agreement or the Code may result in consequences up to and including termination of this Agreement.

19. GOOD FAITH

- a. The Parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

20. INDEMNIFICATION

- a. To the extent allowed by law, the City agrees to indemnify, defend, and hold harmless the Clerk from any and all loss, costs, demands or actions arising out of or related to any actions, errors or omissions of the City in completing its responsibilities related to the 2025 Municipal Election.

21. GOVERNING LAW: JURISDICTION AND VENUE

- a. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any dispute arising out of or under this Agreement shall be in the District Court of Mesa County, Colorado.

22. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

- a. The Parties understand and agree that Clerk and by extension, Mesa County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act ("CGIA"), §§ 24-10-101 - 120, C.R.S., or otherwise available to the Parties. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, the Parties agree that they shall remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

23. NO THIRD-PARTY BENEFICIARIES

- a. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties herein, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

24. SEVERABILITY

- a. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect to the extent possible.

25. NOTICES

- a. All notices, requests, demands, consents, and other communication pertaining to this agreement shall be transmitted in writing and shall be deemed duly made when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing:

Notice to the City:

Selestina Sandoval, City Clerk

City of Grand Junction
250 North 5th St.
Grand Junction, CO 81501

Notice to the Clerk:

Bobbie Gross, Clerk and Recorder
voter.info@mesacounty.us
clerk@mesacounty.us

Mesa County
200 S Spruce St.
Grand Junction, CO 81501

In witness whereof, the City and the Clerk have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

MESA COUNTY CLERK AND RECORDER

By: Bobbie Gross, Mesa County Clerk and Recorder

Date: _____

CITY OF GRAND JUNCTION

By: Selestina Sandoval, City Clerk

Date: _____

RESOLUTION NO. xx-25

A RESOLUTION AUTHORIZING AN ELECTION IN THE CITY OF GRAND JUNCTION FOR THE REGULAR MUNICIPAL ELECTION ON APRIL 8, 2025, AND AUTHORIZING THE CITY CLERK TO SIGN THE INTERGOVERNMENTAL AGREEMENT WITH MESA COUNTY CLERK AND RECORDER TO CONDUCT SAID ELECTION

RECITALS.

Pursuant to Article II, paragraph 3 of the City Charter the regular election for the City of Grand Junction is scheduled for the first Tuesday after the first Monday in April of every second year and accordingly the 2025 election shall be held on Tuesday, April 8, 2025. The April 2025 election is referred to herein as "Election" or "the Election.")

The City Council finds that conducting the Election by mail ballot is the most efficient method; however, Mesa County will also have a Voter Service and Polling Center (VSPC) available at 200 S. Spruce Street, Grand Junction, Colorado for the Election.

The City Council does designate the City Clerk as the Designated Election Official (DEO) for the Election.

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

- 1) The Regular Municipal Election for the City of Grand Junction is scheduled for April 8, 2025, (Election) and will be a hybrid of a mail ballot with one VSPC; and,
- 2) The City Clerk is authorized to enter into an Intergovernmental Agreement with the Mesa County Clerk and Recorder for the conduct of the Election (Exhibit A hereto and incorporated by this reference as if fully set forth), and,
- 3) The City Clerk is authorized to take any action not inconsistent with the Intergovernmental Agreement, this Resolution and applicable law that furthers the important public purposes of conducting the Election.

Approved this 15th day of January 2025.

Abram Herman
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #5.d.

Meeting Date: January 15, 2025
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

A Resolution Authorizing an up to Six-month Extension of the Travel and Tourism Memorandum of Understanding Concerning the 2018 Voter Approved Three Percent Lodgers Tax Increase

RECOMMENDATION:

Authorize and approve the Resolution providing for an up to six-month extension of the Travel and Tourism Memorandum of Understanding concerning the 2018 voter-approved three percent lodgers tax increase

EXECUTIVE SUMMARY:

With the approval of the Resolution the City Council extends the 2019 Travel and Tourism Memorandum of Understanding (Agreement) by and between the GJRASA, GGJSC and Visit Grand Junction for up to 6 months from the date of this Resolution (Extended Term). During the Extended Term, the City Council and the GJRASA, GGJSC, and Visit Grand Junction will meet and discuss amending and restating the Agreement.

BACKGROUND OR DETAILED INFORMATION:

With the approval of the Resolution, the City Council extends the 2019 Travel and Tourism Memorandum of Understanding (Agreement) by and between the GJRASA, GGJSC, and Visit Grand Junction for up to 6 months from the date of this Resolution (Extended Term). During the Extended Term, the City Council and the GJRASA, GGJSC and Visit Grand Junction will meet and discuss amending and restating the Agreement as deemed necessary or required to confirm certain operational practices and relationships to ensure that the revenue derived from the lodgers tax increase is being collected, retained and most appropriately allocated and spent for the purpose(s)

of promoting and marketing travel, tourism and tourism-related activities, as provided in Measure 2A and Resolution 45-18 as amended.

FISCAL IMPACT:

There is no direct fiscal impact associated with the approval of the Resolution; as provided by Measure 2A and Resolution 45-18 the City Council may after the Agreement is amended and restated determine to allocate the 3% lodgers tax increase differently.

SUGGESTED MOTION:

I move to (approve/not approve) Resolution 04-25, a Resolution authorizing an up to six-month extension of the Travel and Tourism Memorandum of Understanding concerning the 2018 voter approved three percent lodgers tax increase.

Attachments

- 1. RES-Amend MOU Lodgers Tax Increase 20250102

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RESOLUTION NO. __-25

A RESOLUTION EXTENDING THE TRAVEL AND TOURISM MEMORADUM OF UNDERSTANDING REGARDING THE ALLOCATION OF THE 2018 VOTER APPROVED INCREASED LODGERS TAX

RECITALS:

In November 2018 City voters adopted an additional 3% increased lodgers tax lodging tax to promote and market travel and tourism related activities in the Grand Junction area. Those activities include destination marketing, additional direct airline service, and sporting events and activities.

By and with Resolution 45-18 the City Council committed to annually consider and allocate until modified by action of the Council, 1% of the lodging tax increase to the Grand Junction Regional Air Service Alliance, .75% to the Greater Grand Junction Sports Commission and the remaining 1.25% of the lodging tax increase to Visit Grand Junction. The City Council may amend the allocations so long as the revenue derived from the lodging tax increase is used solely for the purpose of promoting and marketing travel, tourism and tourism related activities, as determined by the Council.

Beginning on January 1, 2019, the City began to collect, budget and expend the revenue generated from the lodgers tax increase to fund promotions and marketing for travel and tourism related activities. In order to promote, market and obtain travel and tourism and tourism related activities, all as generally described above and in Measure 2A. At the same time the City, the Grand Junction Regional Air Service Alliance (GJRASA), the Greater Grand Junction Sports Commission (GGJSC) and Visit Grand Junction executed the Travel and Tourism Memorandum of Understanding (Agreement) regarding the use of allocated funds. The Agreement, a copy of which is Attached, was for a total period of 5 years. The Agreement expired on December 31, 2024; however, by and with this Resolution the City Council agrees to extend the Agreement, for up to 6 months from the date of this Resolution. During the extension

30 the City Council and the GJRASA, GGJSC and Visit Grand Junction will review the
31 Agreement and as necessary or required amend and restate the Agreement to confirm
32 certain operational practices and relationships to ensure that the revenue derived from
33 the lodgers tax increase is being collected, retained and most appropriately spent
34 for the purpose(s) of promoting and marketing travel, tourism and tourism related
35 activities, as provided in Measure 2A.

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

38 The Recitals are incorporated herein and in consideration of the same the City Council
39 extends the attached Travel and Tourism Memorandum of Understanding (Agreement)
40 by and between the GJRASA, GGJSC and Visit Grand Junction for up to 6 months from
41 the date of this Resolution (Extended Term). During the Extended Term the City Council
42 and the GJRASA, GGJSC and Visit Grand Junction will meet and discuss amending and
43 restating the Agreement as deemed necessary or required to confirm
44 certain operational practices and relationships to ensure that the revenue derived from
45 the lodgers tax increase is being collected, retained and most appropriately allocated
46 and spent for the purpose(s) of promoting and marketing travel, tourism and tourism
47 related activities, as provided in Measure 2A and Resolution 45-18 as amended.

48
49 PASSED and ADOPTED this 15th day of January 2025.

50
51 _____
52 Abram Herman
53 President of the City Council
54

55 Attest:
56 _____
57 Selestina Sandoval
58 City Clerk
59

60



Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: January 15, 2025
Presented By: Niki Galehouse, Planning Manager
Department: Community Development
Submitted By: Niki Galehouse, Planning Manager

Information

SUBJECT:

An Ordinance Amending Title 21 Zoning and Development Code to Create Provisions To Regulate Natural Medicine

RECOMMENDATION:

The Planning Commission heard this request at the December 10, 2024 meeting and voted (6 to 0) to recommend approval of the request.

EXECUTIVE SUMMARY:

During the 2023 legislative session, the Colorado General Assembly enacted legislation concerning natural medicine, such as psilocybin and psilocyn, allowing them to be provided in a regulated access model at licensed Healing Centers with licensed Facilitators. If the program is successful, the natural medicines could be expanded to include ibogaine, mescaline, and dimethyltryptamine, if recommended by the Natural Medicine Advisory Board. A newly created Division of Natural Medicine within the State of Colorado Department of Revenue is responsible for licensing and regulation of these businesses. Local jurisdictions are preempted from prohibiting a facilitator from operating within its boundaries, provided it is properly licensed, but may adopt reasonable regulations that are consistent with the Natural Medicine Health Act.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

During the 2023 legislative session, the Colorado General Assembly enacted legislation concerning natural medicine, such as psilocybin and psilocyn, allowing them to be provided in a regulated access model at licensed Healing Centers with licensed Facilitators. If the program is successful, the natural medicines could be expanded to include ibogaine, mescaline, and dimethyltryptamine if recommended by the Natural Medicine Advisory Board. A newly created Division of Natural Medicine within the State

of Colorado Department of Revenue is responsible for licensing and regulating these businesses. Local jurisdictions are preempted from prohibiting a facilitator from operating within its boundaries, provided it is properly licensed, but may adopt reasonable regulations that are consistent with the Natural Medicine Health Act.

The purpose of the proposed regulations is to respond to the new State regulations and ensure that there is clarity if the facilities look to locate within City limits. The proposed regulations add use-specific standards to address the separation of licensed Natural Medicine Healing Centers, Cultivation Facilities, Products Manufacturers, and Testing Facilities. Healing Centers would fall under the 'Medical or dental clinic' use and be allowed in the same zone, except within the RH-24 District. Cultivation Facilities, Products Manufacturers, and Testing Facilities would be classified as an 'Industrial, light' use and be allowed in any zone district where that use is permitted. Natural Medicine uses are not permitted within 1,000 feet of a child daycare center or public or private school. They must be licensed by the State Licensing Authority to operate in the city.

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on November 30, 2024 in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between December 3 and December 9, 2024, through the GJSpeaks platform.

ANALYSIS

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

(A) Consistency with Comprehensive Plan

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

The proposed amendments to the 2023 Zoning and Development Code are generally consistent with the Comprehensive Plan. Plan Principle 2 promotes a resilient and diverse economy through an innovative business climate and partnership with community healthcare partners. Plan Principle 10 encourages the promotion of health and wellness through access to services and by fostering a culture of inclusivity. Adoption of these regulations supports the new use allowed by the State legislature and promotes it being able to locate in a safe and healthy manner. Staff finds this criterion has been met.

(B) Consistency with Zoning and Development Code Standards

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

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

(C) Specific Reasons

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

The proposed amendments to the 2023 Zoning and Development Code (ZDC) meets specific reasons identified in this criterion for review, as outlined below.

a. To address trends in development or regulatory practices;

The proposed amendment addresses a trend in regulatory practices created by changes in the State legislature. It is responsive to the State allowing a new land use which the City is preempted from prohibiting and ensures that it is managed at a local level to maintain the health, safety, and welfare of the City's residents. It creates use-specific standards and modifies definitions to ensure that the new use is properly addressed at the local level, within the authority provided by the Natural Medicine Health Act.

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

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

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

Staff finds this criterion has been met.

RECOMMENDATION AND FINDINGS OF FACT

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

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

The Planning Commission heard this request and recommended (6 to 0) approval of the request.

FISCAL IMPACT:

There is no fiscal impact associated with this request.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5244, an ordinance amending Title 21 Zoning and Development Code of the Grand Junction Municipal Code Creating Provisions to Regulate Natural Medicine as the Same is Defined by the Colorado Natural Medicine Health Act on final passage and order final publication in pamphlet form.

Attachments

1. Planning Commission Minutes - 2024 - December 10 - DRAFT
2. ORD-Natural Medicine 20241211

GRAND JUNCTION PLANNING COMMISSION
December 10, 2024, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:30 p.m. by Commissioner Weckerly.

Those present were Planning Commissioners; Shanon Secrest, Kim Herek, Orin Zyvan, Ian Moore, Robert Quintero, and Ian Thomas.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Manager), and Jacob Kaplan (Planning Technician).

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

As Chair Teske and Vice Chair Scissors were absent, a motion was held to select a member of the Commission to act as Chair for this hearing.

Commissioner Secrest made a motion to appoint Commissioner Weckerly as the temporary Chair.

Commissioner Zyvan seconded; motion passed 6-0.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from November 12, 2024.

Commissioner Secrest moved to approve the consent agenda.

Commissioner Quintero seconded; motion passed 6-0.

REGULAR AGENDA

1. Zoning & Development Code Amendment – Natural Medicine ZCA-2024-702

Consider Amendments to Title 21 Zoning and Development Code to Create Provisions To Regulate Natural Medicine.

Staff Presentation

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

Questions for staff

Commissioner Secrest asked why there were additional buffering distances and zoning restrictions for natural medicine beyond what was typically allowed in the Medical and Dental

Clinic use category. He noted that the Department of Regulatory Agencies (DORA) would also be reviewing any applications for the natural medicine use. He commented that this use could include overnight stays and asked how that would be regulated.

Commissioner Zyvan asked if size and occupancy were considerations when the City evaluates which uses are allowed in a given zone district.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 3, 2024, via www.GJSpeaks.org.

There were no public comments.

The public comment period was closed at 5:50 p.m. on December 10, 2024.

Commissioner Weckerly clarified the DORA regulations regarding patients leaving the facility while still under the influence. She noted for the record that the State of Colorado allows licensed facilitators to provide at-home care for patients and indicated that it could require additional regulation at a City level in the future.

Commissioner Secrest noted that the State already regulates patient holding while under the effects of anesthesia and that the natural medicine facilities would likely mirror those regulations.

The public hearing was closed at 5:53 p.m. on December 10, 2024.

Discussion

There was no further discussion amongst the Commissioners.

Motion and Vote

Commissioner Herek made the following motion “Mrs. Chairman, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2024-702, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

Commissioner Secrest seconded; motion passed 6-0.

OTHER BUSINESS

Niki Galehouse welcomed Ian Thomas to the Planning Commission. She noted that there was no hearing planned for December 24 and the workshop on December 19 was tentatively cancelled.

ADJOURNMENT

Commissioner Zyvan moved to adjourn the meeting.

The vote to adjourn was 6-0.

The meeting adjourned at 5:55 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) CREATING PROVISIONS TO REGULATE NATURAL MEDICINE AS THE SAME IS DEFINED BY THE COLORADO NATURAL MEDICINE HEALTH ACT

Recitals

The City Council desires to maintain effective zoning and development regulations (Code) that implements the vision and goals of the Comprehensive Plan while being flexible and responsive to changing State law. Accordingly, the Code is reviewed and amended as necessary. This Ordinance provides certain amendments to the Code.

During the 2023 legislative session, the Colorado General Assembly enacted legislation concerning natural medicine, such as psilocybin and psilocyn, allowing those substances to be provided in a regulated access model at licensed Healing Centers by and with Licensed Facilitators. If the initial program is found to be successful and recommended by the Natural Medicine Advisory Board, the natural medicines provided could be expanded to include ibogaine, mescaline, and dimethyltryptamine.

Local jurisdictions are preempted from prohibiting a Facilitator from operating within a jurisdiction's boundaries, provided the Facilitator is properly licensed, but may adopt reasonable regulations that are consistent with the Natural Medicine Health Act. The purpose of this Ordinance/the proposed regulations is to respond to the new State law and ensure that there is clarity if a facility(ies) locates within City limits.

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Code implement the vision and goals of the Comprehensive Plan and that the amendments provided in this Ordinance are responsive to the community's desires, encourage orderly development of real property in the City, and otherwise advance and protect the public health, safety, and welfare of the City and its residents.

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

In consideration of the foregoing Recitals 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):

...

21.04.020 PRINCIPAL USE TABLE

...
(e) Use Table

Zone Districts	...	RH-24	MU-1	MU-2	MU-3	CG	I-OR	I-1	I-2	P-1	P-2	Use-Specific Standards
Public, Institutional, and Civic Uses												
...												
Health Facilities												
Hospital			C	A	C	C	C				C	
Medical or dental clinic		A	A	A	A	A	A	A				§21.04.030(c)(3)
...												
Industrial Uses												
Manufacturing and processing												
...												
Industrial, light				A	A	A	A	A	A			§21.04.030(e)(9)
...												

21.04.030 USE-SPECIFIC STANDARDS

(c) Public, Institutional, and Civic Uses

...

(3) Natural Medicine Healing Center

- (i) A Natural Medicine Healing Center shall be an allowed use in all districts in which Medical or dental clinics are allowed, except RH-24.
- (ii) No Natural Medicine Healing Center shall be permitted to operate within 1000 feet of any Child Day Care Center or Public or Private School.
- (iii) Subsections (ii) above shall not apply to a Natural Medicine Healing Center that was actively doing business under a valid license prior to any other use referenced in subsection (ii) being constructed.
- (iv) No Natural Medicine Healing Center shall be permitted to operate in the City unless it is licensed by the State Licensing Authority.

...

(e) Industrial Uses.

...

(9) Natural Medicine Cultivation Facilities, Products Manufacturers, and Testing Facilities.

- (i) Natural Medicine Cultivation Facilities, Products Manufacturers, and Testing Facilities shall be allowed uses in any zone in which the Industrial, light use is allowed.
- (ii) No Natural Medicine Cultivation Facility, Products Manufacturer, or Testing Facility shall be permitted to operate within 1000 feet of any Child Day Care Center or Public or Private School.
- (iii) Subsection (ii) above shall not apply to a Natural Medicine Cultivation Facility, Products Manufacturer, or Testing Facility that was actively doing business under a valid license prior to any other use referenced in subsection (ii) being constructed.
- (iv) No Natural Medicine Cultivation Facility, Products Manufacturer, or Testing Facility shall be permitted to operate in the City unless it is licensed by the State Licensing Authority.

21.14.010 MEASUREMENTS

...

(b) Distances. Unless otherwise specified, separation distances shall be calculated as a radial buffer extending from property lines of the use to be buffered (i.e., 'as the crow flies').

...

- (1) Cannabis Operation or Natural Medicine Separation. The separation distance shall be computed by direct measurement from the nearest property line of the land use to the nearest portion of the building or unit in which the ~~regulated cannabis is to be sold~~ use is to occur, using a route of direct pedestrian access, measured as a person would walk safely and properly, without trespassing or utilizing alleys, following striping or parking patterns or on-site designated pedestrian routes, with right angles at crossings and with the observance of traffic regulations and traffic signals.

21.14.020 DEFINITIONS

...

(b) Terms Defined

...

Industrial, light

means the assembly, fabrication, or processing of goods and materials using processes that ordinarily do not involve significant truck traffic or railroad operations and do not create material amounts of noise, smoke, fumes, odors, glare, or health or safety hazards outside of the building or lot where such assembly, fabrication, or processing takes place, and where such processes are housed entirely within an enclosed building, except as may be authorized in this Code. Light

manufacturing generally includes processing and fabrication of finished products predominantly from previously prepared materials and includes processes not involving flammable or explosive materials. Examples of activities include but are not limited to commercial laundries, food products and wholesale bakeries, newspaper and printing establishments, hair products and barbering supplies, signs and other metal workings, architectural and artist supplies, ceramics and miscellaneous clothing or accessories, small medical or specialty equipment, or musical instruments; and assembly of small appliances or equipment. This use includes research, testing, and non-medical laboratory facilities, and Natural Medicine Cultivation Facilities, Products Manufacturers, and Testing Facilities.

...

Medical or dental clinic

means a health care facility where patients are admitted for examination and treatment on an outpatient basis by one or more physicians, dentists, other medical personnel, psychologists, counselors, therapists, or social workers, and where patients are not usually lodged overnight. This use includes dialysis and other outpatient services clinics and emergency care clinics without ambulance services. This use includes establishments providing support to the medical profession and patients, such as medical and dental laboratories, blood banks, oxygen, and miscellaneous types of medical supplies and services. This use also includes Natural Medicine Healing Centers.

...

Natural Medicine-Related Definitions

Facilitator

A natural person who meets the criteria for a "facilitator" as that term is defined in the Colorado Natural Medicine Code.

Natural Medicine

Psilocybin or psilocin and other substances described in the Colorado Natural Medicine Code as "Natural Medicine."

Natural Medicine Cultivation Facility

A location where Regulated Natural Medicine is grown, harvested, and prepared in order to be transferred and distributed to either a Healing Center, a Natural Medicine Products Manufacturer, or to another Natural Medicine Cultivation Facility.

Natural Medicine Healing Center

A facility licensed by the state licensing authority pursuant to the Colorado Natural Medicine Code that permits a facilitator to provide and supervise natural medicine services for a participant.

Natural Medicine Product

A product that is infused with natural medicine and intended for consumption.

Natural Medicine Products Manufacturer

A person who manufactures Regulated Natural Medicine Products for transfer to a Natural Medicine Healing Center or to another Natural Medicine Products Manufacturer.

Natural Medicine Testing Facility

Means a public or private laboratory licensed and certified or approved by the division of professions and occupations to perform testing and research on Regulated Natural Medicine and Regulated Natural Medicine Product.

Participant

A person who is at least twenty-one years of age receives natural medicine services performed by and under the supervision of a Natural Medicine Facilitator as provided in the Colorado Natural Medicine Code.

Regulated Natural Medicine

Natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed as provided in the Colorado Natural Medicine Code.

Regulated Natural Medicine Product

A Natural Medicine Product that is cultivated, manufactured, tested, stored, transported, or dispensed as provided in the Colorado Natural Medicine Code.

State Licensing Authority

The authority created for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storage, distribution, transportation, transfer, and dispensation of regulated natural medicine and regulated natural medicine product pursuant to the Colorado Natural Medicine Code.

...

INTRODUCED on first reading this 18th day of December 2024 and ordered published in pamphlet form.

ADOPTED on second reading this 15th day of January 2025 and ordered published in pamphlet form.

ATTEST:

Abram Herman
President of the City Council

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #6.a.ii.

Meeting Date: January 15, 2025
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

Introduction of an Ordinance for an Amendment of the City Charter to be Placed on the April 8, 2025 Election Ballot to Change the Salary of the City Council and Providing for a Method to Increase the Salary by Ordinance in Future Years and Setting a Public Hearing for February 5, 2025

RECOMMENDATION:

Council discussion and possible introduction of and approval on first reading of an ordinance to amend the City Charter regarding City Council member salaries.

EXECUTIVE SUMMARY:

In 1999 Section 38 of the City Charter Council was amended to provide that City Council members are paid a salary of \$500.00 per month and the President of the Council is paid \$750.00 per month. The salaries have not been increased since 1999. Accordingly, the City Council has determined that it is appropriate to ask the voters if an increase should be approved. If amended, the salary increase would not become effective until 2027.

BACKGROUND OR DETAILED INFORMATION:

In 1999 Section 38 of the City Charter Council was amended to provide that City Council members are paid a salary of \$500.00 per month and the President of the Council is paid \$750.00 per month. The salaries have not been increased since 1999. Accordingly, the City Council has determined that it is appropriate to ask the voters if an increase should be approved. If amended, the salary increase would not become effective until 2027.

The proposed ballot question, if approved by the voters, would provide for an index, the United States Department of Housing and Urban Development (HUD) Mesa County,

Colorado four-person household Area Median Income (AMI), to be applied annually to adjust by ordinance the Council and President of the Council salaries by application of a percentage of the AMI.

With this Ordinance and the proposed ballot question to amend the City Charter, the City Council desires the City voters to determine if the change would be in the best interest of the City.

FISCAL IMPACT:

If the City Council approves of placing the question on the ballot and the voters authorize, then the corresponding funding will be included in future recommended budgets.

SUGGESTED MOTION:

I move to (introduce on first reading, pass for publication and set a public hearing/not introduce on first reading, not pass for publication and not set a public hearing) on an ordinance to amend the City Charter regarding City Council member salaries.

Attachments

- 1. ORD-Charter Amend Council Salary 20241223

1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. ____

3 AN ORDINANCE FOR AN AMENDMENT OF THE CITY CHARTER TO BE PLACED ON
4 THE APRIL 8, 2025 ELECTION BALLOT TO CHANGE THE SALARY OF CITY COUNCIL
5 BEGINNING ____ (MAY OR DECEMBER 1, 2027), AND PROVIDING FOR A METHOD
6 TO INCREASE THE SALARY BY ORDINANCE IN FUTURE YEARS

7 Recitals.

8 Pursuant to § 151 of the Grand Junction City Charter, the Charter may be
9 amended at any time in the manner provided by Article XX of the Constitution
10 of the State of Colorado.

11 In 1999 Section 38 of the City Charter Council was amended to provide that City
12 Council members are paid a salary of \$500.00 per month and the President of
13 the Council is paid \$750.00 per month. The salaries have not been increased
14 since 1999. Accordingly, the City Council has determined that it is appropriate
15 to ask the voters if an increase should be approved. If amended, the salary
16 increase would not become effective until 2027.

17 The proposed ballot question, if approved by the voters, would provide for an
18 index, the United States Department of Housing and Urban Development (HUD)
19 Mesa County, Colorado four-person household Area Median Income (AMI), to
20 be applied annually to adjust by ordinance the Council and President of the
21 Council salaries by application of a percentage of the AMI.

22 With this Ordinance and the proposed ballot question to amend the City
23 Charter, the City Council desires the City voters to determine if the change
24 would be in the best interest of the City.

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

27 That a question of a proposed amendment to Article IV, Section 38 of the City
28 Charter, as amended, to increase the salary of City Council, provide for a basis
29 to set and to increase the City Council salary in future years, and incorporating
30 the foregoing recital as findings for the Ordinances, be placed on the April 8,
31 2025 ballot.

32 Article IV, Section 38 of the City of Grand Junction Charter is amended subject
33 to submission to and approval by the voters, as follows (additions are shown in
34 ALL CAPS and deletions are shown in in ~~strike through~~.)

35

36 Approval by the voters of any Charter amendment which repeals any section or
37 portion of the Charter shall not be construed to be a limitation, denial, or
38 suspension of any power of the City of Grand Junction, or any power of the City
39 Council otherwise vested in or authorized to the City or the City Council by the
40 Constitution or statutes of the State of Colorado.

41 All acts, orders, resolutions, ordinances, or parts thereof, in conflict herewith shall
42 be repealed at the time the amendments provided for herein take effect;
43 however, no such repeal shall be construed to destroy any property right,
44 contract, right, or right of action of any nature or kind, vested in or against the
45 City by virtue of any such act, order, resolution, ordinance or part thereof,
46 theretofore existing or otherwise accruing to the City.

47 If any clause, sentence, paragraph, or part of this Ordinance or the application
48 thereof to any person or circumstances shall for any reason be adjudged by a
49 court of competent jurisdiction invalid, such judgment shall not affect the
50 remaining provisions of this Ordinance.

51 The City Council finds and declares that this Ordinance is promulgated and
52 adopted for the public health, safety and welfare and this Ordinance bears a
53 rational relation to the legislative object sought to be obtained.

54 **City of Grand Junction**

55 **SHALL ARTICLE IV, SECTION 38 OF THE CITY CHARTER BE AMENDED TO READ AS**
56 **FOLLOWS ALL AS DESCRIBED IN AND FOR THE PURPOSES AS STATED IN ORDINANCE**
57 **___ AND AS FOLLOWS:**

58 **38. Salaries, meetings. At least two meetings of the City Council shall be held**
59 **monthly at such times as may be fixed by the council, such two meetings to be**
60 **known as the regular meetings. All other meetings of the City council shall be**
61 **known as special meetings or adjournments. The President of the Council shall**
62 **be paid a salary of \$750.00 per month and all other Council members shall each**
63 **be paid a salary of \$500.00 per month. BEGINNING WITH THE CITY COUNCIL**
64 **TERMS COMMENCING ON THE FIRST MONDAY OF MAY, OR DECEMBER 2027 IF A**
65 **MAJORITY OF CITY ELECTORS APPROVE ORDINANCE ___ ESTABLISHING NOVEMBER**
66 **OF ODD YEARS FOR MUNICIPAL ELECTIONS, THE PRESIDENT OF THE CITY COUNCIL**
67 **SHALL BE PAID AN ANNUAL SALARY CALCULATED AS 22% OF THE MESA COUNTY,**
68 **COLORADO AREA MEDIAN INCOME (AMI) FOR A FOUR-PERSON HOUSEHOLD AS**
69 **SAID AMI IS ANNUALLY DETERMINED BY THE UNITED STATES DEPARTMENT OF**
70 **HOUSING AND URBAN DEVELOPMENT (HUD), AND ALL OTHER COUNCIL MEMBERS**
71 **SHALL EACH BE PAID A SALARY CALCULATED AS 15% OF THE MESA COUNTY AREA**
72 **MEDIAN INCOME (AMI) FOR A FOUR-PERSON HOUSEHOLD AS SAID AMI IS**

73 **ANNUALLY DETERMINED BY HUD. THE CITY COUNCIL'S ANNUAL SALARIES SHALL BE**
74 **PRORATED AND PAID ON A MONTHLY BASIS UNTIL THE EXPIRATION OF EACH**
75 **MEMBER'S TERM. AFTER MAY OR DECEMBER 2027, THE ANNUAL SALARIES OF THE**
76 **PRESIDENT OF THE CITY COUNCIL AND THE OTHER MEMBERS OF CITY COUNCIL**
77 **SHALL BE ADJUSTED ANNUALLY, BY ORDINANCE, IN ACCORDANCE WITH THE**
78 **PERCENTAGES OF THE MOST RECENT MESA COUNTY AMI FOR A FOUR-PERSON**
79 **HOUSEHOLD SPECIFIED HEREIN.**

80
81 _____ **FOR THE ORDINANCE** _____ **AGAINST THE ORDINANCE**

82
83 The ballot title is set based upon the requirements of the Colorado Constitution
84 and the City Charter, all State statutes that might otherwise apply are hereby
85 superseded to the extent of any inconsistencies or conflicts and, pursuant to
86 Section 31-11-102, C.R.S. et seq., is an alternative to the provisions of State law.
87 Any inconsistency or conflict is intended by the City Council and shall be
88 Deemed made pursuant to the authority of Article XX of the Colorado
89 Constitution and the Charter.

90 Pursuant to sections 31-10-1308 and 1-11-203.5 C.R.S., any election contest
91 arising out of a ballot issue or ballot question election concerning the order of
92 the ballot or the form or content of the ballot title shall be commenced by
93 petition filed with the proper court within five days after the title of the ballot
94 issue or ballot question is set, and for contest concerning the order of a ballot,
95 within five days after the ballot order is set by the County Clerk.

96 The officers of the City are hereby authorized and directed to take all action
97 necessary or appropriate to effectuate the provisions of this ordinance.

98 If any section, paragraph, clause, or provision of this ordinance shall for any
99 reason be held to be invalid or unenforceable, the invalidity or unenforceability
100 of such section, paragraph, clause, or provision shall in no manner affect any
101 remaining provisions of this resolution, the intent being that the same are

102 severable.

103

104 INTRODUCED ON FIRST READING AND ORDERED PUBLISHED THIS 15th DAY OF
105 JANUARY 2025.

106

107 PASSED, ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS ____ DAY OF
108 _____ 2025.

109

110 _____
111 Abram Herman
112 President of City Council

113

114

115 ATTEST:

116 _____
117 Selestina Sandoval
118 City Clerk

DRAFT