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**CITY COUNCIL AGENDA
WEDNESDAY, DECEMBER 3, 2025
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Presentations

2026 Calendar Artist Recognition

Appointments

To the Mesa County Building Code Board of Appeals

To the Urban Trails Committee

Public Comments

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

The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, December 3, 2025 or 4) submitting comments [online](#) until noon on Wednesday, December 3, 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 November 17, 2025, Workshop
- b. Minutes of the November 19, 2025, Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Authorizing, Approving and Confirming an Agreement Between the United States of America, the Grand Valley Water Users Association, and the City of Grand Junction Concerning Transferring the Open Ditch and Piped Drain Known and Referred to as the Triangle Drain a Part of the Grand Valley Project to the City and Ratifying All Actions Heretofore Taken and in Connection Therewith and Setting a Public Hearing for December 17, 2025
 - ii. Introduction of an Ordinance to Amend the Grand Junction Municipal Code Regarding Term Limits of Members of the Grand Junction Planning Commission and to Ratify the Appointment of Keith Ehlers to the Planning Commission and Setting a Public Hearing on December 17, 2025
 - iii. Introduction of an Ordinance Eliminating the Vendor's Fee Reduction and Setting a Public Hearing for December 17, 2025
- b. Quasi-judicial
 - i. Introduction of an Ordinance Zoning the Messick-Dangler Annexation to Public, Civic, and Institutional Campus (P-2), 27.20 Acres Located at 378 30 Road, and Setting a Public Hearing for December 17, 2025

3. Resolutions

- a. A Resolution to Appoint a Hearing Officer for Liquor and Beer Licensing

REGULAR AGENDA

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

4. Public Hearings

- a. Legislative

- i. An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Landscaping, Buffering, and Screening and Measurements and Definitions - **Continued from November 19, 2025**
- ii. An Ordinance Authorizing, Approving and Confirming a Lease to NCWPCS MPL 34 Year Sites Tower Holdings, LLC (NCWPCS), by and through CCATT, LLC, (CCATT) for Use of Real Property Located at 2057 South Broadway Road, Grand Junction, Colorado for Communication Equipment and Ratifying All Actions Heretofore Taken and in Connection Therewith
- iii. An Ordinance for Supplemental Appropriations

5. Non-Scheduled Comments

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

6. Other Business

7. Adjournment



Grand Junction City Council

Regular Session

Item #

Meeting Date: December 3, 2025

Presented By: Hannah Key, Interim Communications and Engagement Director

Department: City Manager's Office

Submitted By: Kelsey Coleman

Information

SUBJECT:

2026 Calendar Artist Recognition

RECOMMENDATION:

For recognition only.

EXECUTIVE SUMMARY:

A recognition of the selected artists for the 2026 City Calendar.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction and the Commission on Arts and Culture participate each year in selecting the final images for the City Calendar. This annual calendar project, a favorite of city residents, shares important information from the City of Grand Junction, a letter from the Mayor and City Manager, a look back at all that was accomplished in 2025, a directory of city offices and services, holidays, and information about serving as a volunteer on city boards and commissions. Each year, the City puts out a call for artists to submit their work to be selected as a final piece in the calendar, which is distributed to City residents. The initial call for submissions typically opens in June and concludes in July, which allows community members and visitors an opportunity to submit their pieces. The photos in the 2026 calendar feature nature and the outdoor lifestyle here in Grand Junction.

The 2026 selected artists include: Amanda Helmick, Susan Justice, Chris Adkison, Rick Ahern, Kelsie Bell, Curran Eastes, Christine Noel, Mariann Taigman, Rosita Moglia, Renee Edel, Amanda Cook, Tara Flaharty, Angela Stack, and English Clough.

Calendars will begin to arrive in resident mailboxes this week and will continue to be delivered through early December in time for the holidays.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: December 3, 2025
Presented By: Selestina Sandoval, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Mesa County Building Code Board of Appeals

RECOMMENDATION:

To ratify the interview committee's recommendation to the Mesa County Building Code Board of Appeals.

EXECUTIVE SUMMARY:

There is a vacancy on the Mesa County Building Code Board of Appeals.

BACKGROUND OR DETAILED INFORMATION:

Roy Anderson resigned in August 2024.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (ratify/not ratify) the interview committee's recommendation to the Mesa County Building Code Board of Appeals.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: December 3, 2025
Presented By: Selestina Sandoval, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Urban Trails Committee

RECOMMENDATION:

To appoint the interview committee's recommendation to the Urban Trails Committee.

EXECUTIVE SUMMARY:

There is a partial-term vacancy due to a resignation.

BACKGROUND OR DETAILED INFORMATION:

Kristin Burnham resigned effective immediately with a expiration date of June 30, 2026.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

To (appoint/not appoint) the interview committee's recommendation to the Urban Trails Committee.

Attachments

None

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

November 17, 2025

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

City Councilmembers Present: Councilmembers Robert Ballard, Scott Beilfuss, Laurel Lutz (formerly Cole), Jason Nguyen, Anna Stout, Ben Van Dyke, and Mayor Cody Kennedy.

Staff present: City Manager Mike Bennett, City Attorney John Shaver, Assistant City Attorney Jeremiah Boies, Deputy City Manager Kimberly Bullen, Chief Financial Officer Jay Valentine, Assistant to the City Manager Johnny McFarland, Community Development Director Tamra Allen, Engineering & Transportation Director Trent Prall, Grant Supervisor Chloe Lomprey, Communications and Engagement Manager Kelsey Coleman, Deputy City Clerk Misty Williams, and City Clerk Selestina Sandoval.

1. Discussion Topics

a. Depot Federal Grant Discussion

GJ Union Depot, through Dustin Anzures and Veronica Sanchez, has engaged with the City regarding a grant funding opportunity to complete the rehabilitation of the Grand Junction Union Depot. The grant will require the City to act as the eligible applicant, with the GJ Union Depot (Depot) as a subrecipient of the funds if awarded. The grant is offered through the Federal Railroad Administration (FRA).

Dustin Anzures presented this item and was available for questions.

Key points included:

- Council broadly expressed enthusiasm, emphasizing the project's importance for history, downtown activation, safety, tourism, and long-term economic vitality.
- Staff noted the City must be the official grant applicant, with the developer preparing a near-complete application for staff review.
- Federal grants pose administrative burdens and compliance risks, but safeguards (MOUs, match-verification) will be incorporated.
- Direction: Proceed to prepare a December resolution authorizing the City Manager to apply for the grant for formal consideration during a regular City Council meeting.

b. Town Hall Update

As part of the Meet You There community engagement initiative, City staff hosted a City Council Town Hall to foster more two-way dialogue between residents and their elected

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

officials. This workshop serves as a debrief of the October 28 event, providing City Council with a summary of outcomes, community feedback, and recommendations to strengthen future Town Hall formats and continue advancing the initiative's goals of transparency, connection, and community-centered engagement.

Communications Manager Kelsey Coleman presented feedback from the City's first-ever Town Hall under the new outreach strategy.

Key points included:

- Attendees appreciated transparency, access to Council, and informal conversation.
- Mixed feedback on:
 - Question format (some wanted deeper discussion, others broader topics).
 - Space limitations and the RSVP cap.
 - Desire for multiple councilmember responses rather than single answers.
 - Need for staff at the table to answer operational questions.
 - Audio issues during the livestream.
- Council Recommendations
 - Shift toward topic-specific town halls.
 - Allow multiple councilmembers to respond to questions.
 - Add informal social time before/after events.
 - Include staff moderators and subject-matter experts.
 - Improve livestream quality; consider larger venues.

c. Judicial Review Commission

The Council revisited the structure and appointment process for the Municipal Court Judicial Review Commission.

- Council Consensus
 - Consider moving away from having active councilmembers serve to avoid perceived bias.
 - Staff will make appointment recommendations.
 - Prefer a larger commission (5–7 members) for balanced perspectives.
 - Commission findings will be reported to the full Council.

d. I-70/29 Road Interchange

In the Spring of 2024, City Council and the Board of County Commissioners authorized staff to continue working with the Colorado Department of Transportation (CDOT) and Federal Highway Administration (FHWA) to complete necessary project approvals with the understanding that staff would provide an update prior to issuing the final design Request

for Proposals (RFP) which would be primarily funded by Congressionally Directed Spending (CDS) funding.

At this time, staff is requesting confirmation of the prior direction/support from both governing bodies to proceed with the issuance of the RFP and initiate the final design.

- **Key Clarifications**
 - Proceeding with design does not commit the City to building the interchange.
 - No interchange can be built without a new, voter-approved funding source.
 - Design is essential to:
 - Address existing congestion at 29 & Patterson.
 - Support multimodal needs (sidewalks, cycle track, school access).
 - Allow the City to pursue future state/federal construction grants.
- Staff to proceed with issuing the design RFP per previous Council direction.

2. Council Communication

Open discussion by councilmembers included:

- Shoshone Water Rights Meeting: Councilmember Stout will attend the CWCB meeting in Denver; timing may affect their availability at Wednesday's council meeting.
- Museums of the West: Financial challenges persist; RFPs underway; City and DDA assisting with feasibility studies.
- Homeward Bound Update: Recent meeting with executive leadership; revised financial clarifications forthcoming.

3. Next Workshop Topics

City Manager Bennett gave a summary of upcoming Workshop topics, which included: Museums of Western Colorado, HomewardBound, and the annual proclamation review.

4. Other Business

There were comments made regarding meetings being held with HomewardBound.

5. Adjournment

There being no further business, the workshop was adjourned at 8:09 p.m.

Grand Junction City Council
Minutes of the Regular Meeting
November 19, 2025

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 19th day of November, at 5:30 p.m. Those present were Councilmembers Robert Ballard, Scott Beilfuss, Laurel Lutz, Ben Van Dyke, and Council President Cody Kennedy. Councilmember Anna Stout attended virtually (at 6:36 p.m.) and Councilmember Jason Nguyen was absent.

Also present were City Manager Mike Bennett, City Attorney John Shaver, Chief Financial Officer Jay Valentine, Engineering & Transportation Director Trent Prall, General Services Director Jerod Timothy, Deputy City Manager Kimberly Bullen, Visit Grand Junction Director Elizabeth Fogarty, Human Resources Director Shelly Caskey, Deputy Information Technology Director Scott Hockins, Communications & Engagement Manager Kelsey Coleman, Assistant City Attorney Jeremiah Boies, Officer Bill Baker, Utilities Director Randi Kim, Engineering Manager Ken Haley, Parks and Recreation Director Ken Sherbenoux, Accountant Analyst II Jennifer Schmalz, Accountant Analyst Nancy McCauley, Brandon Stam, Assistant to the City Manager Johnny McFarland, City Clerk Selestina Sandoval, and Deputy City Clerk Misty Williams.

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

Proclamations

Proclaiming November as National Hospice and Palliative Care Month in the City of Grand Junction

Council President Kennedy read the proclamation.

Jenny Marquez, Vice President of Marketing and Communication for HopeWest, accepted the proclamation.

Proclaiming November 19 - 25, 2025, as Interfaith Awareness Week in the City of Grand Junction

Councilmember Van Dyke read the proclamation.

Sharon Brocious and John Ainslie accepted the proclamation.

Public Comments

Public comments were heard from Douglas Hornok, Mark Buchanan and Nathan Jukes.

City Manager Report

City Manager Bennett reported on the sale of the General Fund Revenue Bonds, which will fund the transportation capacity improvement projects, as well as the sale of the Certificates of Participation, which will partially fund the Materials Recovery Facility.

Boards and Commission Liaison Reports

Councilmember Beilfuss reported on the Business Incubator Christmas Fair taking place on Friday evening, Grand Junction Economic Partnership (GJEP) meeting, Grand Junction Creative Alliance groundbreaking, Outdoor Recreation summit, Rocky Mountain Food Bank event, and Sunshine community resource event.

Councilmember Van Dyke reported on the Downtown Development Authority (DDA) tree lighting, Hilltop's new facility, and the Downtown Development Authority Business Improvement District (DDA/BID).

Councilmember Lutz reported on the Affordable Housing Task Force meeting, Visit Grand Junction, GovCon event, and a letter of conflict of interest related to Habitat for Humanity budget items.

Council President Kennedy reported on improvement projects at the airport, impacts of the government shutdown on the Grand Junction Regional Airport, HomewardBound leadership, Outdoor Recreation Summit, Affordable Housing Task Force, and visiting with local 3rd and 5th graders.

CONSENT AGENDA

1. Approval of Minutes

- a. Summary of November 3, 2025, Workshop
- b. Minutes of November 5, 2025, Regular Meeting
- c. Minutes of November 5, 2025, Special Meeting Executive Session

2. Set Public Hearings

- a. Legislative

- i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Ricciardella Annexation of 7.37 Acres, Located at 2716 B 1/4 Road, and Setting a Public Hearing for January 7, 2026
 - ii. Introduction of an Ordinance Authorizing, Approving and Confirming a Lease to NCWPCS MPL 34 Year Sites Tower Holdings, LLC (NCWPCS), by and through CCATT, LLC, (CCATT) for Use of Real Property Located at 2057 South Broadway Road, Grand Junction, Colorado for Communication Equipment and Ratifying All Actions Heretofore Taken and in Connection Therewith, and Setting a Public Hearing for December 3, 2025
- b. Quasi-judicial
 - i. Introduction of an Ordinance for Supplemental Appropriations and Setting a Public Hearing for December 3, 2025

3. Procurements

- a. Contract Amendment for Design and Engineering Services for the City's Materials Recovery Facility (MRF)

4. Resolutions

- a. A Resolution Amending the Purchase and Sale Agreement Terms for the Sale of Real Property Located In The Dos Rios Subdivision, Grand Junction, Colorado
- b. A Resolution Authorizing the Conveyance of Easement to the Bureau of Reclamation for Relocation and Piping of Lateral 1A
- c. A Resolution Issuing a Revocable Permit Within a Portion of the Sixty Foot Right-of-Way and a Portion of the Twenty Foot Alley Right-of-Way for a Building Encroachment at 410 Hill Avenue
- d. A Resolution Finding that Downtown Redevelopment Projects Support and Promote the Plan of Development

- e. Resolutions Levying Taxes for the Year 2025 in the City of Grand Junction, Colorado and the Downtown Development Authority
- f. A Resolution Adopting Rates, Fees, and Charges Effective January 1, 2026
- g. A Resolution Allocating Certain Property Tax and Sales Tax Revenues for the Grand Junction Downtown Development Authority and for Certification of Property Tax Distribution Percentages to the County Assessor

5. Other Action Items

- a. Downtown Grand Junction Business Improvement District's 2026 Operating Plan and Budget
- b. Horizon Drive Business Improvement District's 2026 Operating Plan and Budget

Councilmember Ballard moved, and Councilmember Lutz seconded to adopt Consent Agenda Item #1-5. Motion carried by a unanimous voice vote.

REGULAR AGENDA

6.a.i. An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Landscaping, Buffering, and Screening and Measurements and Definitions

Councilmember Lutz moved, and Councilmember Van Dyke seconded to continue this item to the December 3, 2025, Regular Meeting. The motion carried 5-0 by a unanimous roll call vote.

6.a.ii. An Ordinance Regarding Transferring, Authorizing and Substituting the Lease Agreement for Use of Certain City Land and Ratifying All Actions Heretofore Taken and in Connection Therewith to Assign the Lease from Gray Media Inc. to Scripps Media Inc.

The City owns property on Grand Mesa and has for many years leased a portion of the land for use as a television and radio transmitting site. The City has had a long-standing lease relationship with Pikes Peak Television Inc. which was transferred to Gray Media Inc. Gray Media has requested that the Lease now be transferred to

Scripps Media Inc. By and with approval of this Ordinance, the City Council acknowledges the Lease and, pursuant to paragraph 14.3 thereof, consents to the assignment of the same to Scripps Media Inc.

City Attorney John Shaver gave a presentation of this item to Council and was available to answer questions.

The public hearing opened at 6:12 p.m.

No comments were heard.

The public hearing closed at 6:12 p.m.

Councilmember Van Dyke moved, and Councilmember Ballard seconded to adopt Ordinance No. 5284, an ordinance regarding transferring, authorizing and substituting the lease agreement for use of certain city land and ratifying all actions heretofore taken and in connection therewith to assign the lease from Gray Media Inc. to Scripps Media Inc., on final passage and ordered final publication in pamphlet form. The motion carried 5-0 by a unanimous roll call vote.

**6.b.i. An Ordinance Amending the Wastewater System Code Section
13.04.090 Connection to Sewer Mandatory**

The current municipal code, 13.04.090 Connection to Sewer Mandatory, requires that the owners of all houses, buildings or properties used for human occupancy, employment, recreation and/or other purposes situated within the City or County and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the City or County are hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within 120 days after date of official notice to do so; provided, that such public sewer is within 400 feet (122 meters) of the property line. Further, the municipal code stipulates that it shall be unlawful to construct, use or maintain and/or repair any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater when the same site is within 400 feet of an existing public sewer with sufficient capacity and official notice disallowing the use of the same shall have been given to the owner of the house, building or property. The revised code will allow property owners the option of maintaining an existing septic system used in connection with a primary building when constructing an accessory dwelling unit (ADU) and connecting the ADUs to the sanitary sewer system.

Utilities Director Randi Kim presented this item, and was available to answer questions from Council.

The public hearing opened at 6:18 p.m.

No comments were heard.

The public hearing closed at 6:18 p.m.

Councilmember Ballard moved, and Councilmember Lutz seconded to adopt Ordinance No. 5285, an ordinance amending Title 13 of the Grand Junction Municipal Code (GJMC) regarding connection to sewer mandatory – construction, use and/or repair of privies and/or septic tanks disallowed in the City of Grand Junction, on final passage and ordered final publication in pamphlet form. The motion carried 5-0 by a unanimous roll call vote.

Council took a short break at 6:20 p.m.

The meeting resumed at 6:30 p.m.

Councilmember Stout joined the council meeting to report on the Colorado Water Conservation board meeting, regarding the Shoshone Water Rights.

6.b.ii. Presentation, Second Reading, and Public Hearing of the Appropriation Ordinance for the 2026 Budget

The Budget is the highest expression of City Council policy and decision-making and reflects the City of Grand Junction's continued commitment to aligning financial resources with the strategic vision established by the City Council. Guided by the five pillars of the Strategic Framework, the Budget emphasizes both operational and capital investments that allow the City to maintain and strengthen its core service infrastructure following several years of significant growth and expansion. The Budget also provides for ongoing investment in public safety personnel and equipment, ensuring the protection of our community remains a top priority. Additionally, the Budget advances the City's efforts to enhance transparency and improve service delivery efficiencies. The five pillars of the Strategic Framework include (1) Core Services, (2) Housing, (3) Fiscal Policy & Position, (4) Government Transparency & Accountability, and (5) Government Efficiency. The 2026 Recommended Budget totals \$316.5 million, which is a decrease of \$42.6 million (11.9%) from the 2025 Adopted Budget of \$359.1 million. The reduction primarily results from the completion of Phase 1 of the Persigo Wastewater Treatment Plant expansion and rehabilitation and the major construction phase of the Community Recreation Center in 2025.

City Manager Mike Bennett presented this item to Council and was available to answer questions.

The public hearing opened at 6:42 p.m.

Comments were heard from Judy Dyrud and Porcia Silverberg

The public hearing closed at 6:47 p.m.

Councilmember Van Dyke moved and Councilmember Stout seconded to adopt and approve on final passage and ordered final publication in pamphlet form Ordinance 5286 appropriating certain sums of money to defray the necessary expenses and liabilities of the City of Grand Junction pursuant to Article VII of the City Charter, and to defray the necessary expenses and liabilities of the Downtown Development Authority for the year beginning January 1, 2026, and ending December 31, 2026. Together with the documentation of the proposed revenue and expenses prepared in support of the budget and appropriation ordinance, including and pursuant to Article VII, Paragraph 57 regarding the setting of the City Manager's salary with Ordinance No. 5235 are incorporated by and made part of this ordinance by this reference as if fully set forth. The motion carried 6-0 by a unanimous roll call vote.

7. Non-Scheduled Comments

There were none.

8. Other Business

Comments were heard from Councilmember Beilfuss and Council President Kennedy.

9. Adjournment

The meeting adjourned at 7:06 p.m.

Selestina Sandoval, MMC
City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: December 3, 2025

Presented By: Trenton Prall, Engineering & Transportation Director

Department: Engineering & Transportation

Submitted By: Trent Prall

Information

SUBJECT:

Introduction of an Ordinance Authorizing, Approving and Confirming an Agreement Between the United States of America, the Grand Valley Water Users Association, and the City of Grand Junction Concerning Transferring the Open Ditch and Piped Drain Known and Referred to as the Triangle Drain a Part of the Grand Valley Project to the City and Ratifying All Actions Heretofore Taken and in Connection Therewith and Setting a Public Hearing for December 17, 2025

RECOMMENDATION:

Authorize the introduction of proposed Ordinance and set a public hearing for December 17, 2025.

EXECUTIVE SUMMARY:

The Triangle Drain is a Bureau of Reclamation (BOR) drainage facility located along the south side of I-70 and serves portions of the Partee Heights, Vista Del Norte, and Applecrest subdivisions east of 27 1/2 Road and north of Cortland Ave. The drain was originally constructed to convey agricultural irrigation return and seep water to downstream drainage facilities. With urban residential development, the drain was relied on to carry urban stormwater. The BOR has concluded that the drain currently carries a majority of its volume as unauthorized stormwater discharges from the adjacent urban development and therefore requires the transfer of the facility to the City.

BACKGROUND OR DETAILED INFORMATION:

The Triangle Drain was built in the early 1900s as part of the Grand Valley Project (Grand Valley Highline Canal). It is owned by the Bureau of Reclamation and operated under contract by the Grand Valley Water Users Association. The system was designed

to collect excess irrigation water from the Project and nearby irrigated lands and convey it to downstream facilities and ultimately the Colorado River.

Today, the Triangle Drain generally lies north of Cortland Avenue, east of 27 ½ Road, and south of I-70, and now also carries urban stormwater from portions of the Partee Heights, Vista Del Norte, and Applecrest subdivisions.

As part of the City's development review process, developers are required to plan for stormwater drainage. Historically, some stormwater discharges were constructed into the Triangle Drain without authorization from the United States. The federal government has since determined that it is not authorized to operate or maintain the Triangle Drain for non-agricultural uses.

To meet the community's stormwater needs and support ongoing residential growth in the area, the City has agreed—under the written agreement approved by this ordinance—to assume responsibility for maintaining, repairing, replacing, and operating the Triangle Drain in accordance with applicable law.

The United States has determined that the Triangle Drain is no longer needed for Project purposes and will transfer ownership and control to the City. However, it will retain the right to discharge administrative spills and irrigation drainage into the facility. In a separate instrument, the United States will quitclaim the Triangle Drain to the City and grant a perpetual, non-exclusive easement for its operation, maintenance, repair, and replacement for purposes determined by the City.

FISCAL IMPACT:

The Triangle Drain will be transferred at no expense to the City however the City will be responsible for ongoing operations and maintenance which is anticipated at \$5,000/year for weed maintenance and periodic ditch/pipe cleaning.

SUGGESTED MOTION:

I move to introduce and pass for publication in pamphlet form an ordinance Authorizing, Approving and Confirming an Agreement Between the United States of America, the Grand Valley Water Users Association, and the City of Grand Junction Concerning Transferring the Open Ditch and Piped Drain Known and Referred to as the Triangle Drain a Part of the Grand Valley Project to the City and Ratifying All Actions Heretofore Taken and in Connection Therewith and set a public hearing for December 17, 2025.

Attachments

1. AGMT_Triangle Drain GVWUA and CityGJ
2. Exhibit_A_MCLCS-TriangleDrain-ss
3. Exhibit_B_BuriedServiceDrainFromGVWUA_ss 1
4. QCD_Triangle Drain 2025
5. QCD_Exhibit A_Triangle Drain_Final (00476738xC13E4)
6. ORD-Triangle Drain 20251120

**AGREEMENT FOR THE TRANSFER OF RESPONSIBILITY
FOR THE TRIANGLE DRAIN AND CONVEYANCE OF EASEMENT**

Contract No. _____

THIS AGREEMENT FOR THE TRANSFER OF RESPONSIBILITY FOR THE TRIANGLE DRAIN AND CONVEYANCE OF EASEMENT (“Agreement”) is made between the United States of America (“United States”), the Grand Valley Water Users Association (“Association”), and the City of Grand Junction (“City”). The United States, the Association and the City may be collectively referred to as the Parties.

The United States acts in pursuance of the Act of June 17, 1902 (32 Stat. 388), and Acts amendatory thereof or supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187); and the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 472), acting by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as the “United States”, represented by the officer executing this Agreement.

The Grand Valley Water Users Association, hereinafter referred to as the “Association”, is a Colorado nonprofit corporation.

The City of Grand Junction, hereinafter referred to as the “City”, is a Colorado home rule city, authorized by Article XX of the Colorado Constitution and the City’s home rule charter; and ordinance as authorized, directed and approved by action of the City Council.

RECITALS:

A. The United States represents that it owns the open ditch and piped drain known and referred to as the Triangle Drain as part of the Grand Valley Project (“Project”). The Triangle Drain is described and shown on Exhibit A. The United States has not maintained or operated the Triangle Drain as an urban storm water drain.

B. The City is an urban service provider. One of the services provided by the City, in portions of the City, for its citizens, is storm water drainage. The Triangle Drain is now located within an urban or urbanizing area of the City that is tributary to the Horizon Waste Way, a natural wash. The City has been using the Triangle Drain as a municipal stormwater facility without authorization from the United States.

C. The Association operates and maintains the Triangle Drain under the provisions of a contract with the United States, Contract No. ILR-644 dated January 27, 1945, and other contracts supplementary or amendatory thereto (collectively, the “United States-Association Contract”).

D. The Triangle Drain facility was constructed on real property owned by the United States. Through the Association’s Stock Subscriptions (specifically, Article XV, Section 2 thereof), landowners obtained the use of Grand Valley Project water for irrigation. The Stock Subscriptions are recorded in the records of Mesa County, Colorado.

E. The original purpose of the Triangle Drain was to collect administrative spills of irrigation water from laterals 3.5, 3.625, 3.75, and others in the immediate vicinity of the Grand Valley Project Government Highline Canal (“Administrative Spills”) and irrigation return flows of agricultural water, which consist of seepage, surface drainage and unused waters, from the lands served by the Grand Valley Project (“Irrigation Drainage”). The United States has concluded that the Triangle Drain currently carries a large volume of unauthorized storm water discharges from streets, undeveloped areas, and residential and light commercial subdivisions within the corporate limits of the City.

F. Local governments, as part of the land use and development review processes, require that developers plan for storm water drainage. Historically, developers have constructed storm water discharges into Triangle Drain without authorization from the United States or the City. The United

**AGREEMENT FOR THE TRANSFER OF RESPONSIBILITY
FOR THE TRIANGLE DRAIN AND CONVEYANCE OF EASEMENT**

Contract No. _____

States has determined that it is not authorized to operate and maintain the Triangle Drain for any non-agricultural use.

G. In order to accommodate the storm water drainage needs of the community and recognizing that residential, commercial and other development will continue to expand into the area historically served by the Triangle Drain, the City has indicated its willingness to, pursuant to this written Agreement, accept the maintenance, repair, replacement and operational control of, and responsibility for, the Triangle Drain as provided herein and in accordance with applicable law.

H. The United States has determined that the Triangle Drain is no longer necessary for Project purposes and that ownership and control of the Triangle Drain may be transferred to the City while reserving a right for the United States to continue to discharge Administrative Spills and Irrigation Drainage into the Triangle Drain. By separate instrument, the United States will quitclaim the Triangle Drain to the City and grant to the City a perpetual non-exclusive easement for purposes of operating, maintaining, repairing, and replacing the Triangle Drain for the purposes that the City determines.

NOW, THEREFORE, the Parties agree as follows:

1. The United States has determined, in accordance with the regulation issued by the Environmental Protection Agency at 40 CFR Part 373, that there is no evidence to indicate that hazardous substance activity occurred in or on the Triangle Drain during the time the Triangle Drain was owned by the United States. As of the Effective Date, the United States shall not be liable to the City for damages of any kind arising out of any act, omission, or occurrence relating to the Triangle Drain, except for damages caused by acts of negligence committed by the United States or by its employees, agents or contractors prior to the Effective Date ("U.S. Pre-Agreement Damages"). Nothing herein shall be deemed to increase the liability of the United States beyond that currently provided in the Federal Tort Claims Act, 28 U.S.C. 2671, *et. seq.*
2. The City agrees:
 - A. Effective on the date the Quit Claim Deed is recorded in the Mesa County land title records ("Effective Date") to the City, the City agrees to accept the responsibility and liability for the maintenance, repair, replacement, and operational control of the Triangle Drain while allowing the Administrative Spills and Irrigation Drainage to continue into the Triangle Drain and to accept liability for and relating to any and all loss or damage of every description or kind whatsoever from the City's maintenance, repair, replacement, and operation of the Triangle Drain.
 - B. On and after the date the Quit claim Deed is recorded in the Mesa County land title records, the City agrees to accept existing amounts and patterns of Irrigation Drainage and Administrative Spills into the Triangle Drain, until such time that there are no Irrigation Drainage or Administrative Spills to discharge. The point of discharge of the Irrigation Drainage and Administrative Spills into the Triangle Drain will occur at the point identified on Exhibit B as the "Point of Irrigation Discharge". The Irrigation Drainage and Administrative Spills are estimated to be three (3) Cubic Feet Per Second (c.f.s). which the City is relying on for purposes of its maintenance, repair, replacement, and operation of the Triangle Drain. If the Irrigation Drainage and Administrative Spills exceed 3 c.f.s the United States and the Association shall compensate the City for any damage that such discharge(s) cause. Notwithstanding the above, the City may modify the alignment of the Triangle Drain as shown on Exhibit B, provided that the new alignment shall be designed and constructed in a

**AGREEMENT FOR THE TRANSFER OF RESPONSIBILITY
FOR THE TRIANGLE DRAIN AND CONVEYANCE OF EASEMENT**

Contract No. _____

manner that will accept no less than three (3) c.f.s of Irrigation Drainage and Administrative Spills discharged to the Triangle Drain by the Association.

C. The City agrees that the Triangle Drain, as quitclaimed by the United States and the Association to the City is on an "AS-IS, WHERE-IS" basis with no representations, warranties or covenants of any kind (other than as stated in Paragraph 1. above, and in Paragraph 3.D, below), express or implied, either oral or written, made by the United States or the Association, or any agent or representative of such parties, including without limitation: (i) the physical or structural condition of the Triangle Drain; (ii) the compliance of the Triangle Drain with any laws, ordinances, or regulations of any federal, state, local or other governmental entity; (iii) title to the Triangle Drain; and (iv) the suitability or fitness of the Triangle Drain for any purpose, including without limitation use as a storm water facility, all of which representations, warranties and covenants the United States and the Association hereby expressly disclaim.

D. To assume all costs incident to the operations, repair, replacement, and maintenance of the Triangle Drain, subsequent to the recordation of the Quit Claim Deed in the Mesa County land title records. The date of recordation of the Quit Claim Deed shall be the Effective Date of this Agreement.

E. To, as determined necessary or required by the City, conduct routine maintenance of the Triangle Drain during the non-irrigation season from October 31 until April 1. To confer with the Association before any work on the Triangle Drain outside of the non-irrigation season to avoid unnecessary inconvenience to the Association or interruption(s) to the Grand Valley Project operations. If conferral is impractical because of an emergency, the City shall notify the Association as soon as possible. The City shall neither use nor permit its employees or subcontractors or the public to use the Easement except in accordance with the provisions of this Agreement.

F. To the extent permitted by applicable law, if any, indemnify the United States and the Association for any and all injury, loss or damage of every description or kind whatsoever arising from or related to the City's maintenance, repair, replacement, and operation of the Triangle Drain.

3. With respect to the Association, the Parties agree as follows:

A. As of the Effective Date, the Association shall have no further obligation, under the United States-Association Contract or otherwise, to operate, repair, replace or maintain the Triangle Drain. The Association agrees that it will, on an as-needed basis and for a period of 5 (five) years after the Effective Date, consult with the City, at no cost to the City, regarding the operation and maintenance of the Triangle Drain. The Association further agrees to provide the City with copies of any and all maps, plats, drawings and/or other documents in its possession related to the operation and maintenance of the Triangle Drain.

B. After the Effective date, the Association may continue to make Administrative Spills into the Triangle Drain in connection with the operation of the Grand Valley Project, pursuant to the provisions of Paragraph 2.B., above. Such Administrative Spills may continue for as long as the Association operates the Grand Valley Project. The City shall not impose any charges, fees, or other costs against the Association for Administrative Spill discharges into the Triangle Drain

C. After the Effective date, the Association may continue to discharge Irrigation Drainage into the Triangle Drain in connection with the operation of the Grand Valley Project, pursuant to the provisions of Paragraph 2.B., above. Such Irrigation Drainage may continue

**AGREEMENT FOR THE TRANSFER OF RESPONSIBILITY
FOR THE TRIANGLE DRAIN AND CONVEYANCE OF EASEMENT**

Contract No. _____

for as long as the Association operates the Grand Valley Project. The City shall not impose any charges, fees or other costs against the Association for Irrigation Drainage discharges into the Triangle Drain except as provided in Paragraph 2.B. above.

D. As of the Effective Date, the Association shall not be liable to the City for damages of any kind arising out of any act, omission or occurrence relating to Triangle Drain, except for damages caused by acts of negligence committed by the Association or its employees or agents prior to the Effective Date ("Association Pre-Agreement Damages"). The Association shall indemnify the City and hold the City harmless from any Association Pre-Agreement Damages. Nothing herein shall be deemed to be a waiver, extension, or modification of any statutes of limitation or other defenses relating to any alleged acts of negligence by the Association.

4. With respect to this Agreement, all Parties agree:

A. The execution of this Agreement and the other obligations of the Parties under this Agreement shall be done and performed as soon as reasonably possible, but if, and only after, the City Council approves and authorized this Agreement at a noticed public meeting. The Parties shall schedule a mutually agreeable date for mutual execution of this Agreement, and a memorandum referring to the executed Agreement shall be recorded in the Mesa County Clerk and Recorder's records.

B. This Agreement shall be binding on the successors and assigns of the Parties hereto, and all persons claiming through the Parties.

C. Each party represents to the other that such party has taken all actions necessary to make this Agreement a valid obligation binding upon the party, and that all requirements of any applicable law, regulation, order, Charter, ordinance or statute except as acknowledged in Paragraph 2.F. above, have been met. By signing below, each party warrants that it is authorized to sign on behalf of the party that for which he/she signs.

D. This Agreement constitutes the complete and entire agreement of the Parties.

E. This Agreement is for the benefit of the Parties; and is not intended to benefit any third parties.

F. Failure of any party to enforce any provision of this Agreement shall not act as a waiver to prevent enforcement of the same provisions at some later time.

G. This Agreement was produced as a result of negotiations between the Parties and shall not be construed against any party as the drafter of this Agreement.

H. This Agreement shall be effective on the last date that it is executed by any of the parties.

I. This Agreement shall survive the conveyances provided for herein.

**AGREEMENT FOR THE TRANSFER OF RESPONSIBILITY
FOR THE TRIANGLE DRAIN AND CONVEYANCE OF EASEMENT**

Contract No. _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

GRAND VALLEY WATER USERS
ASSOCIATION

By: _____
Wayne Pullan,, Regional Director
Upper Colorado Basin Region
Bureau of Reclamation
Department of the Interior

By: _____
Joe Bernal, President

CITY OF GRAND JUNCTION

ATTEST:

By: _____
Michael Bennett, City Manager

Selestina Sandoval , City Clerk

Exhibit A: Triangle Drain TransferAgmt Drawing; Exhibit B Manhole Cover Drawing

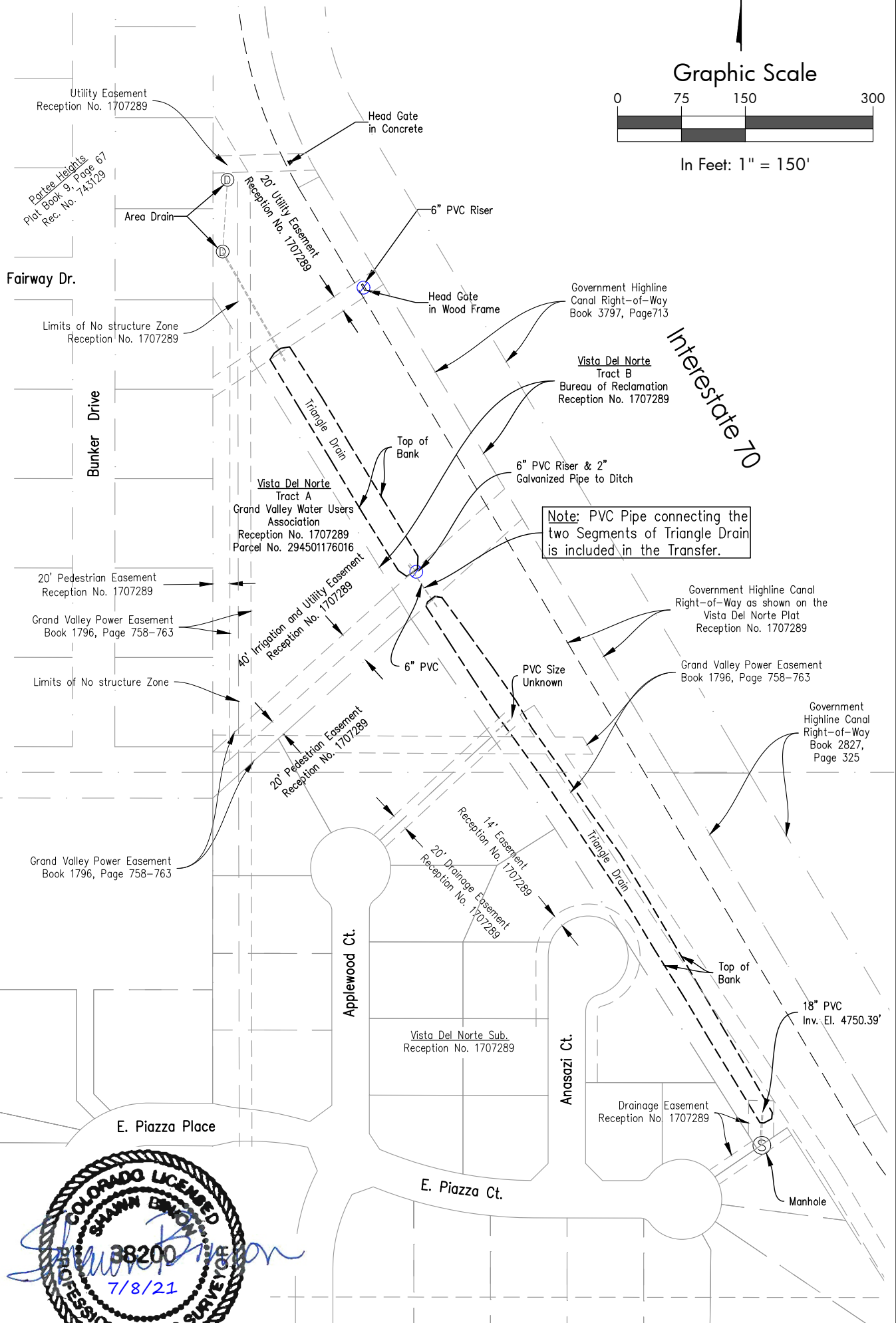
- Exhibit A -



Graphic Scale



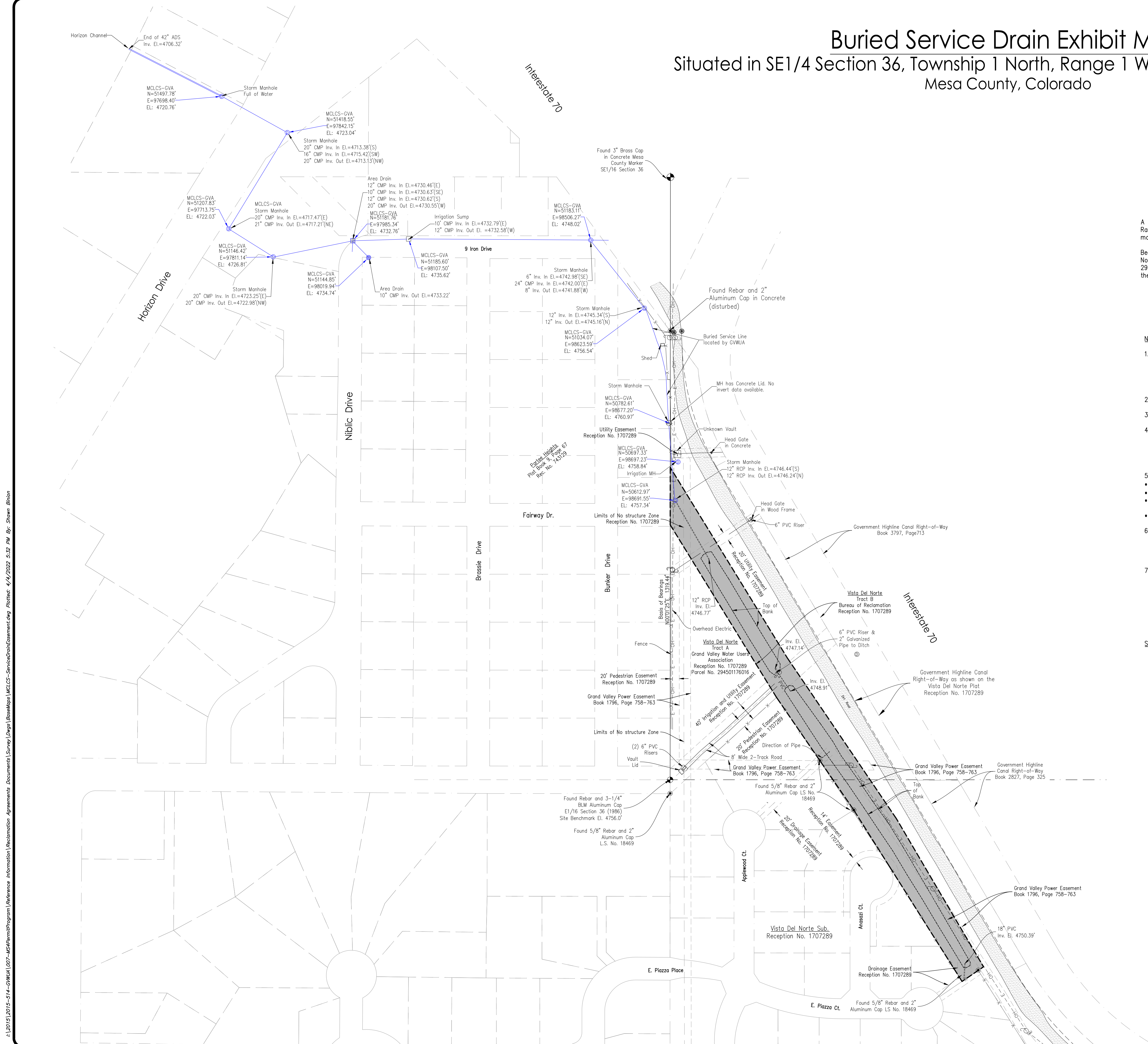
In Feet: 1" = 150'



NOTE:

The PVC Riser and 2" Galvanized pipe are appurtenant to federal facilities and are excluded from this transfer.

I:\2015\2015-514-GVWA\007-MCHermilProgram\Reference Information\Reclamation Agreements Documents\Survey\Draws\Bases\Maps\MCLCS-ServiceDrainEasement.dwg Plotted: 4/4/2022 5:32 PM By: Shawn Binion



Buried Service Drain Exhibit Map

Situated in SE1/4 Section 36, Township 1 North, Range 1 West, of the Ute Meridian
Mesa County, Colorado

BURIED SERVICE DRAIN LINE LEGAL DESCRIPTION

A buried Service Drain Line situated in the S1/2 Section 36, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning in the Northerly portion of a Parcel of Land known as Tract A, Vista Del Norte Subdivision, Rec. No. 1707289 being Mesa County Parcel Number 2945-011-76-016, thence Northerly and Westerly to a point located adjacent to the Horizon Channel the point of terminus, as shown hereon.

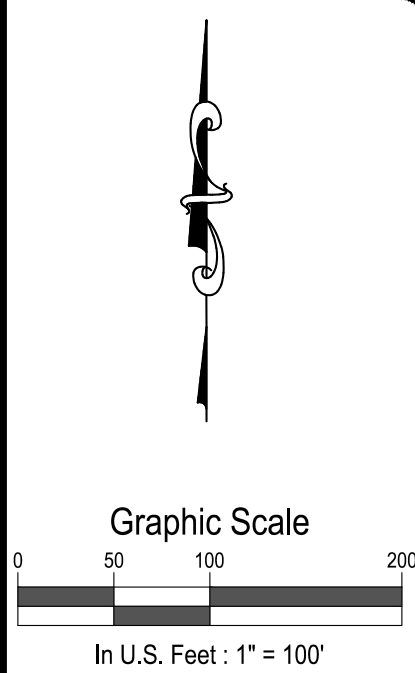
NOTES:

- Purpose Statement -The purpose of this Buried Service Drain Exhibit Map is to show the general location of the buried service drain line, manholes, irrigation sumps and inlets between the West end of the Service Drains located on Mesa County Parcel No. 294501176016 and the Horizon Channel located on the West side of Horizon Drive.
- Date of field survey : June 3, 2020 and February 9, 2022.
- Units of linear measurements are displayed in US Survey Feet.
- SGM is not responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.
- Maps used during the preparation of this survey:
 - Vista Del Norte Plat, Reception No. 1707289 (Plat Book 14, Page 322)
 - Partee Heights Subdivision, Reception No. 743129 (Plat Book 9, Page 67)
 - Government Highline Canal Right-of-Way, Book 2827, Page 325 and Book 3797, Page 713
 - Mesa County G.I.S. Parcels for general adjoining representation
- This survey is based on the Mesa County Local Coordinate System, zone "GVA" Grand Valley Area (MCLCS-GVA) and Elevation information shown hereon is based on GPS observations utilizing MC01 CORS, Geoid MESAC012 to derive the NAVD88 elevation of 4756.0'.
- The record bearings for the Vista Del Norte Subdivision Plat have been rotated to the Mesa County Local Coordinate System, Grand Valley Area, as shown hereon.

SURVEYOR'S CERTIFICATE:

I, Shawn Binion, being a Registered Professional Land Surveyor, licensed in the State of Colorado, do hereby certify that this Exhibit map was prepared on March 9, 2022, from a survey performed on June 3, 2020 and February 9, 2022, under my direct supervision and checking, and that both the survey and map are true and accurate to the best of my knowledge and belief.

Shawn Binion
Colorado PLS # 38200
For, and on behalf of SGM



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

Buried Service Drain Exhibit Map
Mesa County Colorado

#	Revision	By:		Date:	
		1	2	3	4
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2					
3					
4					
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7					
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9					

Job No. 2015-514.007
Drawn by: HSB
Date: 3/09/2022
Approved: JPLS: SB
File: MCLCS-ServiceDrainEasement

Title:
Buried Service Drain Exhibit Map

Sheet No.
1

Of: 1

QUIT CLAIM DEED OF FACILITY AND GRANT OF EASEMENT

THE UNITED STATES OF AMERICA, Grantor, acting pursuant to the provisions of the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187); and the Federal Property and Administrative Services Act of 1949 (Act of June 30, 1949; 63 Stat. 384; 43 U.S.C. § 483), hereby quitclaims and conveys to the CITY OF GRAND JUNCTION, Grantee, a Colorado home rule city, authorized by Article XX of the Colorado Constitution and the City of Grand Junction's home rule charter, with its principal offices located at 250 North 5th Street, Grand Junction, Colorado 81501, for good and valuable consideration, all of the United States' right, title, and interest in and to the following described facility:

An existing drainage ditch referred to as the Triangle Drain, a facility of the Grand Valley Project; and a non-exclusive easement for limited purposes of maintenance, repair, replacement, and operation of the Triangle Drain, which lies wholly within said easement. No other uses or activities by the Grantee are authorized within the Easement.

For good and valuable consideration, Grantor hereby grants to Grantee the following described perpetual non-exclusive easement situated in Mesa County, State of Colorado, to wit:

EASEMENT DESCRIPTION:

A PARCEL OF LAND SITUATED in the SE1/4SE1/4 of Section 36, T1N, R1W, and the NE1/4NE1/4 of Section 1, T1S, R1W, all in the Ute Meridian, Mesa County, Colorado, being part of that certain parcel of land owned in fee title by the United States of America as recorded at Reception Number 1734583 in the office of the Clerk and Recorder, Mesa County, Colorado, said parcel also shown as Tract B on the plat of the Vista Del Norte Subdivision, recorded as Reception Number 1707289 in the office of the Clerk and Recorder of said Mesa County, and more particularly described as follows:

Commencing at the southwest corner of the SE1/4SE1/4 of said section 36, a BLM Aluminum Cap, whence the northwest corner of the SE1/4SE1/4 of said section 36, a Mesa County Survey Monument, bears N00° 01' 36"E and all other bearings are relative thereto; thence S55° 21' 01" E a distance of 776.69 feet to a point on the southerly line of said United States fee title land and the TRUE POINT OF BEGINNING; thence along the westerly line of said fee title land the following bearings and distances:

1. N32° 15' 40"W a distance of 296.71 feet;
2. N32° 18' 59"W a distance of 147.25 feet;
3. N34° 25' 47"W a distance of 298.63 feet;

4. N31° 37' 44"W a distance of 443.99 feet to a point on the west line of said SE1/4SE1/4; thence N00° 01' 36" E along said west line a distance of 125.69 feet; thence leaving said west line S31° 34' 08"E a distance of 488.71 feet; thence S34° 09' 27"E a distance of 425.87 feet; thence S30° 26' 58"E a distance of 376.54 feet; thence S55° 47' 32"W a distance of 56.91 feet to the Point of Beginning. Containing 1.86 acres more or less.

Said facility and property are further depicted by Exhibit A to this Quitclaim Deed of Facility and Grant of Easement, attached hereto and by this reference made a part hereof.

RESERVING TO THE GRANTOR, as provided in Paragraphs 2B, 3B and 3C of the Agreement for the Transfer of Ownership and Responsibility for the Triangle Drain, Contract No. _____, dated _____, between the City of Grand Junction, the Grand Valley Water Users Association, and the United States of America (Transfer Agreement, attached hereto as Exhibit B), the right to continue to discharge Administrative Spills and Irrigation Drainage into the Triangle Drain.

This Quitclaim Deed of Facility and Grant of Easement is intended to fulfill the terms of the Transfer Agreement.

WITNESS, the hand of said Grantor, this _____ day of _____, 2025.

UNITED STATES OF AMERICA

Approved for Legal Sufficiency:

Regional Solicitor's Office

Regional Director

ACCEPTANCE

Grantee accepts this Quitclaim Deed of Facility and Grant of Easement on the terms and conditions stated herein, and within the Agreement for the Transfer of Ownership and Responsibility for the Triangle Drain, Contract No. _____ dated _____ and recorded as Reception Number _____ in the official records of Mesa County, Colorado.

CITY OF GRAND JUNCTION

ATTEST:

By: _____
Selestina Sandoval, City Clerk

By: _____
Michael Bennett, City Manager

ACKNOWLEDGMENT OF THE UNITED STATES

State of Utah)
) ss.
County of Salt Lake)

On the _____ day of _____, 2025, personally appeared before me _____, known to me to be the Regional Director of the Bureau of Reclamation, Interior Region 7 - Upper Colorado Basin, the United States Department of the Interior, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Notary Public in and for the
State of _____
Residing at _____
My commission expires: _____

ACKNOWLEDGMENT OF THE CITY OF GRAND JUNCTION

State of Colorado)
) ss.
County of Mesa)

On this _____ day of _____, 2025, personally appeared before me Michael Bennett, who, being duly sworn, did say that he is the City Manager of the City of Grand Junction, a Colorado home rule city, and that he executed the within instrument on behalf of said City of Grand Junction by authority of a resolution of City Council and duly acknowledged to me that said City Council executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

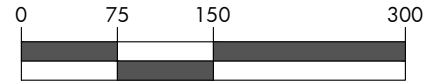
(SEAL)

Notary Public in and for the
State of _____
Residing at _____
My commission expires: _____

- Exhibit A -



Graphic Scale



In Feet: 1" = 150'

Tie to Found 3" Brass
Cap in Concrete Mesa
County Marker
SE1/16 Section 36

Partee Heights
Plat Book 9, Page 67
Rec. No. 743129

Fairway Dr.

Bunker Drive

Basis of Bearings
N00°01'36"E 1319.44'

Government Highline Canal
Right-of-Way
Book 3797, Page 713

**Triangle Drain
Easement**
1.86 Acres

Interstate 70

Vista Del Norte
Tract B
Bureau of Reclamation
Reception No. 1707289

Vista Del Norte
Tract A
Grand Valley Water Users
Association
Reception No. 1707289
Parcel No. 294501176016

Found Rebar and 3-1/4"
BLM Aluminum Cap
E1/16 Section 36 (1986)
Site Benchmark El. 4756.0'

N00°01'19"E
29.99'

Found 5/8" Rebar
and 2" Aluminum Cap
L.S. No. 18469

Sec. 36, T1N R1W

Found 5/8" Rebar
and 2" Aluminum
Cap LS No. 18469

Sec. 1, T1S R1W

Government
Highline Canal
Right-of-Way
Book 2827,
Page 325

Applewood Ct.

Vista Del Norte Sub.
Reception No.
1707289

Anasazi Ct.

E. Piazza Place

P.O.B. Triangle
Drain Easement

E. Piazza Ct.

S55°47'32"W
56.91'

Found 5/8" Rebar and 2"
Aluminum Cap LS No. 18469



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING, APPROVING AND CONFIRMING AN AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, THE GRAND VALLEY WATER USERS ASSOCIATION, AND THE CITY OF GRAND JUNCTION CONCERNING TRANSFERRING THE OPEN DITCH AND PIPED DRAIN KNOWN AND REFERRED TO AS THE TRIANGLE DRAIN, A PART OF THE GRAND VALLEY PROJECT, TO THE CITY AND RATIFYING ALL ACTIONS HERETOFORE TAKEN AND IN CONNECTION THEREWITH

Recitals.

In 1907, Secretary of the Interior, James R. Garfield, approved the plan for the construction of the Grand Valley Project ("Project") by the Bureau of Reclamation, then known as the United States Reclamation Service. The Project provided a significant benefit to the valley by supplying a reliable source of irrigation water to 33,368 acres of land in the vicinity of Grand Junction. The Project includes a diversion dam, a powerplant, two pumping plants, two canal systems of approximately 90 miles, 166 miles of laterals, and 113 miles of drains. One segment of those drains is the open ditch and piped drain known and referred to as the Triangle Drain. The specific segment of the Triangle Drain located near Matchett Park is described and shown on Exhibit A to the agreement attached to and approved by and with this Ordinance.

For many years, the agricultural use of the lands originally served by the drain has diminished, leaving little if any agricultural return flow water in it. The original purpose of the Triangle Drain was to collect water so that lands could be cultivated; in large part due to residential and other development, water in the drain is from streets and developed and developing commercial and residential areas. While development has historically relied on existing facilities such as the Triangle Drain the United States has not maintained or operated the Triangle Drain as an urban storm water facility. The Association operates and maintains the Triangle Drain under the provisions of a contract with the United States, Contract No. ILR-644 dated January 27, 1945, and other contracts supplementary or amendatory thereto (collectively, the "United States-Association Contract").

The City as part of its land use and development review processes, requires developers to plan for storm water drainage. Historically, developers have constructed storm water discharges into Triangle Drain without authorization from the United States. The United States has determined that it is not authorized to operate and maintain the Triangle Drain for any non-agricultural use. In order to accommodate the storm water drainage needs of the community and recognizing that residential, commercial and other development will continue to expand into the area historically served by the Triangle Drain, the City has indicated its willingness to, pursuant to the written agreement approved by and with this ordinance, to accept the maintenance, repair, replacement and operational control of, and responsibility for, the Triangle Drain as provided in the agreement and in accordance with applicable law.

While the United States has determined that the Triangle Drain is no longer necessary for Project purposes and that ownership and control of the Triangle Drain be transferred to the City the United States does reserve a right to continue to discharge administrative spills and irrigation drainage into the Triangle Drain. By separate instrument, the United States will quitclaim the Triangle Drain to the City and grant to the City a perpetual non-exclusive easement for purposes of operating, maintaining, repairing, and replacing the Triangle Drain for the purposes that the City determines.

The City and United States have agreed to certain terms and conditions regarding the Triangle Drain and in accordance with that agreement, which is attached to and incorporated by this reference ("Agreement") as if fully set forth, the City, the United States, and the Association desire to enter into contract.

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

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance the City Council of the City of Grand Junction, Colorado hereby authorizes, confirms, and ratifies the Agreement; and,
2. All actions heretofore taken by the officers, employees and agents of the City relating to the Agreement are hereby ratified, approved, and confirmed; and,
3. The Agreement in the form attached hereto is hereby approved. The City Manager and the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions thereof, including, without limitation, the execution and delivery of the signature(s) to affect the intent and purposes of this Ordinance and the Agreement.
4. If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.
5. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the lawful objectives sought to be obtained.

INTRODUCED ON FIRST READING, PASSED for publication this 3rd day of December 2025 in pamphlet form, and setting a hearing for December 17th , 2025, by the City Council of the City of Grand Junction, Colorado.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this ____ day of December 2025 by the City Council of the City of Grand Junction, Colorado.

Cody Kennedy
President of the City Council

Attest:

Selestina Sandoval
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: December 3, 2025
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

Introduction of an Ordinance to Amend the Grand Junction Municipal Code Regarding Term Limits of Members of the Grand Junction Planning Commission and to Ratify the Appointment of Keith Ehlers to the Planning Commission and Setting a Public Hearing on December 17, 2025

RECOMMENDATION:

Staff recommends approval of the ordinance on first hearing and setting the public hearing on December 17, 2025.

EXECUTIVE SUMMARY:

Title 21 of the GJMC (21.02.010(b)(3)) provides that members of the Planning Commission shall serve terms of four years. Members are limited to two consecutive terms. There is no provision in the Code defining when a former member may, if at all, be eligible for reappointment. Recently, the City Council reappointed Mr. Ehlers to the Planning Commission. This Ordinance serves to ratify that appointment, and to amend the Code for prospective application to make clear that after two consecutive terms a planning commissioner is not eligible for reappointment unless he/she is off the Commission for at least four years.

BACKGROUND OR DETAILED INFORMATION:

The Colorado Constitution limits the number of consecutive terms that may be served by certain elected and non-elected members of governing bodies and boards. The term of service for planning commissioners is determined by local law; however, it has been the City's practice to consider former members to be eligible to return to service only when the member, having served two consecutive terms, is off the Commission for at least four years. The appointment of Mr. Ehlers deviated from that past practice; however, because the City Council may lawfully lengthen, shorten, or eliminate term

limits for members of the Planning Commission, that appointment highlighted the need to clarify and amend the Code as provided herein.

While the City Attorney has advised the City Council that as written the Code proscribes any member that has served two consecutive terms from being reappointed to the Planning Commission, the City Council has determined that such was not its intent and consistent with its authority to lengthen, shorten, or eliminate term limits for members of the Planning Commission that the Code be amended to allow former members interested in returning to service on the Commission to be eligible for reappointment. Mr. Ehlers is such a person; he served on the Planning Commission, the City's Development Code Committee, and is presently serving on the Housing Affordability Task Force. Due to his extensive experience and because the City erred in reappointing him, the City Council finds and determines that notwithstanding his having served two consecutive terms on the Planning Commission, he is eligible to serve again and affirms and ratifies his appointment.

The council will need to determine how long a member who has served for two full terms must wait before being eligible to serve on the board again.

FISCAL IMPACT:

There is no immediate fiscal impact.

SUGGESTED MOTION:

I move to introduce an ordinance to amend the Grand Junction Municipal Code regarding term limits of members of the Grand Junction Planning Commission and to ratify the appointment of Keith Ehlers to the Planning Commission and set a public hearing on December 17, 2025.

Attachments

1. ORD-ZDC Amendment PC Term Limits 20251201

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RECITALS:

Title 21 of the GJMC (21.02.010(b)(3)) provides that members of the Planning Commission shall serve terms of four years. Members are limited to two consecutive terms. There is no provision in the Code defining when a former member may, if at all, be eligible for reappointment. Recently the City Council reappointed Mr. Ehlers to the Planning Commission. This Ordinance serves to ratify that appointment, and to amend the Code for prospective application to make clear that after two consecutive terms a planning commissioner is not eligible for reappointment unless he/she is off the Commission for at least four years.

The Colorado Constitution limits the number of consecutive terms that may be served by certain elected and non-elected members of governing bodies and boards. The term of service for planning commissioners is determined by local law; however, it has been the City's practice to consider former members to be eligible to return to service only when the member, having served two consecutive terms, is off the Commission for at least four years. The appointment of Mr. Ehlers deviated from that past practice; however, because the City Council may lawfully lengthen, shorten, or eliminate terms limits for members of the Planning Commission, that appointment highlighted the need to clarify and amend the Code as provided herein.

While the City Attorney has advised the City Council that as written the Code proscribes any member that has served two consecutive terms from being reappointed to the Planning Commission, the City Council has determined that such was not its intent and consistent with its authority to lengthen, shorten, or eliminate terms limits for members of the Planning Commission that the Code be amended to allow former members interested in returning to service on the Commission to be eligible for reappointment. Mr. Ehlers is such a person; he served on the Planning Commission, the City's Development Code Committee, and is presently serving on the Housing Affordability Task Force. Due to his extensive experience and because the City erred in reappointing him, the City Council finds and determines that notwithstanding his having served two consecutive terms on the Planning Commission he is eligible to serve again and affirms and ratifies his appointment.

At the December 3, 2025, meeting the City Council considered this Ordinance and determined that amendment of the Code is necessary to affirm and ratify the appointment and to modify the Code as follows.

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

The foregoing Recitals are incorporated and adopted, and in accordance with and pursuant to this Ordinance the Grand Junction City Council amends Title 21.02.010(b)(3) of the Grand Junction Municipal Code as follows (deletions struck through; additions underlined):

21.02.010(b)(3) Term. Members shall serve terms of four years. Members are limited to two consecutive terms. A Member serving two consecutive terms will be eligible for reappointment so long as at least ____ years have passed since the last day of the Member's prior service. If reappointed, a Member is limited to two consecutive terms.

The City Council hereby finds that this amendment of the Code and ratification of the appointment of Mr. Ehlers to the Planning Commission are necessary and further the interests of public health, safety and welfare by effectuating the Council's publicly stated purposes and policies.

INTRODUCED on first reading on the 3rd day of December 2025 and ordered published in pamphlet form.

ADOPTED on second reading this ____ day of December 2025.

Cody Kennedy
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.iii.

Meeting Date: December 3, 2025

Presented By: Jay Valentine, General Services Director

Department: Finance

Submitted By: Jay Valentine, Chief Financial Officer

Information

SUBJECT:

Introduction of an Ordinance Eliminating the Vendor's Fee Reduction and Setting a Public Hearing for December 17, 2025

RECOMMENDATION:

Staff recommends setting a hearing on a proposed ordinance eliminating the Vendor's Fee Reduction on December 17, 2025 and amending Chapter 3, Section 3.12.100 of the Grand Junction Municipal Code concerning the Sales Tax Vendor's Fee and ordering publication in pamphlet form.

EXECUTIVE SUMMARY:

As discussed and approved by City Council and incorporated into the Adopted 2026 Budget, this ordinance authorizes the amendment to the City Code eliminating the vendor's fee that retailers are allowed to retain for collecting, reporting, and remitting sales tax. This aligns the City's tax policy with the State of Colorado as well as surrounding municipalities. This action requires an ordinance amending Chapter 3, Section 3.12.100 of the Grand Junction Municipal Code concerning the Sales Tax Vendor's Fee. This will be effective for returns filed on or after January 1, 2026.

BACKGROUND OR DETAILED INFORMATION:

New in 2026, the State of Colorado has eliminated the vendor's fee that retailers were previously allowed to retain for collecting, reporting, and remitting sales tax, and the City will follow suit to remain consistent with state policy and surrounding municipalities such as Palisade, Fruita, Delta, and Montrose. The vendor's fee originated as a way to offset administrative costs when reporting was done manually. However, with modern electronic filing systems, the practice is outdated. Among Colorado's home rule municipalities, many full-service cities—including Westminster, Fort Collins, Colorado Springs, Lakewood, and Loveland—no longer allow vendor compensation. Aligning with

this approach ensures Grand Junction remains consistent with both its regional neighbors on the Western Slope and comparable full-service municipalities across the state, while also reflecting best practices in fiscal management.

FISCAL IMPACT:

Adoption of the Ordinance amending Chapter 3, Section 3.12.100 of the Grand Junction Municipal Code concerning the Sales Tax Vendor's Fee to eliminate said fee will increase tax revenue for the City, as anticipated in the Adopted 2026 budget.

SUGGESTED MOTION:

I move to introduce the proposed ordinance amending Chapter 3, Section 3.12.100 of the Grand Junction Municipal Code concerning the Sales Tax Vendor's Fee and ordering publication in pamphlet form.

Attachments

1. ORD-Elimination of the Vendor's Fee Reduction 11262025 V2

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING TITLE 3 OF THE GRAND JUNCTION MUNICIPAL CODE (GJMC)
REGARDING ELIMINATION OF THE VENDOR'S FEE REDUCTION

Recitals:

WHEREAS, Section 3.12.100(b)(1) of the Grand Junction Municipal Code (GJMC) currently allows a retailer, as a credit against its tax liability, to deduct three and one-third percent (3⅓%) of the sum of the sales tax collected and any excess tax collected from the retailer's remittance to the City, up to a maximum credit of five hundred dollars (\$500.00) per filing for each taxpayer/sales account (the "vendor's fee"); and

WHEREAS, the vendor's fee was originally adopted to offset retailers' administrative costs when sales tax reporting and remittance were performed manually; and

WHEREAS, with the implementation of modern electronic filing and remittance systems, the administrative burden associated with sales tax collection and reporting has been significantly reduced, and the continuation of the vendor's fee is no longer justified on that basis; and

WHEREAS, a substantially similar vendor's fee previously existed in state law, but the State of Colorado, through House Bill 25B-1005, has eliminated the state vendor's fee credit effective January 1, 2026; and

WHEREAS, other municipalities in Mesa County, including the Town of Palisade and the Cities of Fruita, Delta, and Montrose, have eliminated their vendor's fees, and numerous other home-rule municipalities across Colorado, including Westminster, Fort Collins, Colorado Springs, Lakewood, and Loveland, have likewise eliminated vendor's fees; and

WHEREAS, eliminating the vendor's fee in the Grand Junction Municipal Code will align the City's tax code with neighboring jurisdictions and other home-rule municipalities across the state, and is consistent with sound fiscal management and best practices in municipal finance; and

WHEREAS, elimination of the vendor's fee was discussed by and presented to the City Council of the City of Grand Junction, Colorado, and the removal of the vendor's fee has been approved by City Council and incorporated into the City's Adopted 2026 Budget; and

WHEREAS, the City Council desires to amend the Grand Junction Municipal Code to eliminate the vendor's fee and to make conforming amendments necessary to implement that change.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION in consideration of and adoption of the foregoing Recitals that Chapter 3.12.100 of the GJMC shall be amended as follows with additions shown in ALL CAPS and deletions shown in strikethrough:

(b) Credits from Total Tax Liability.

~~(1) Vendor's Fee. A retailer's collection and remittance expense equal to three and one-third percent of the sum of the sales tax collected and any excess tax collected may be taken as a credit against sales tax paid on or before the due date. The credit shall not exceed \$500 per filing for each taxpayer/sales tax account. However, no such credit shall be allowed for any sales tax that is not timely reported and paid by the due date. Forfeiture of the vendor's fee shall be prima facie evidence that the taxpayer was in violation of this chapter. However, no such credit shall be allowed for any sales tax that is not timely reported and paid by the due date. Forfeiture of the vendor's fee shall be prima facie evidence that the taxpayer was in violation of this chapter.~~

~~(2) Amounts previously paid pursuant to a tax levied by a municipality may be credited against the tax due on transactions but only as follows:~~

~~(i) (1) When the present owner or user has previously paid a legally imposed municipal sales or use tax on the transaction or item; except that the amount of such credit shall not exceed the amount of tax on such transaction or item computed at the rate established by GJMC § 3.12.030(a).~~

~~(ii) (2) When the present owner or user of construction equipment has not previously paid a legally imposed sales or use tax attributable to any one municipality on the full price of such equipment, the credit shall be the aggregate value of all such taxes paid on such equipment up to the amount of tax due to the City on such equipment.~~

Effective Date.

The effective date of this Ordinance is January 1, 2026.

Severability.

The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance. if any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no manner affect any remaining provisions of this Ordinance, the intent being that the same are severable.

INTRODUCED on first reading this xx day of ____ 2025 and ordered published in pamphlet form.

PASSED AND ADOPTED on second reading this xx day of ____ 2025 and ordered published in pamphlet form.

Cody Kennedy
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: December 3, 2025
Presented By: Tim Lehrbach, Principal Planner
Department: Community Development
Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance Zoning the Messick-Dangler Annexation to Public, Civic, and Institutional Campus (P-2), 27.20 Acres Located at 378 30 Road, and Setting a Public Hearing for December 17, 2025

RECOMMENDATION:

The Planning Commission heard this item at the November 25, 2025 regular meeting. The recommendation will be forwarded to the City Council with the second reading of this ordinance.

EXECUTIVE SUMMARY:

The applicants, Carrie Messick, Cory Messick, and Sharon Valarie Dangler are requesting a zone of annexation to Public, Civic, and Institutional Campus (P-2) zone district for the Messick-Dangler Annexation. The approximately 27.20 acres consists of one parcel of land located at 378 30 Road. The subject property is occupied by a single-unit residence, attached and detached accessory dwelling units, and wedding venue with food and beverage service. The property is Annexable Development per the Persigo Agreement. Annexation is requested to allow for an event venue use. The zone district of P-2 is consistent with the Residential Medium land use category of the Comprehensive Plan. The request for annexation will be considered separately by City Council, but concurrently with the zoning request.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The applicants, Carrie Messick, Cory Messick, and Sharon Valarie Dangler are requesting a zone of annexation to Public, Civic, and Institutional Campus (P-2) zone district for the Messick-Dangler Annexation. The approximately 27.20 acres consists of one parcel of land located at 378 30 Road. The subject property is occupied by a

single-unit residence, attached and detached accessory dwelling units, and wedding venue with food and beverage service. The property is Annexable Development per the Persigo Agreement. Annexation is requested to allow for an event venue use. The zone district of P-2 is consistent with the Residential Medium land use category of the Comprehensive Plan. The request for annexation will be considered separately by City Council, but concurrently with the zoning request.

The property is currently zoned in Mesa County as Residential Single Family – Rural (RSF-R). The surrounding zoning is Mesa County Residential Single Family – 4 (RSF-4), City of Grand Junction Residential Medium 8 (RM-8), and Mesa County Residential Single Family – Rural (RSF-R) to the north, Mesa County Planned Unit Development (PUD) to the east, Mesa County Residential Single Family – Rural (RSF-R) to the south, and Mesa County Residential Single Family – Rural (RSF-R) and Mesa County Planned Unit Development (PUD) to the west. Zoning will be considered for adoption by the City Council and requires review and recommendation by the Planning Commission.

The annexation area is served by Persigo sanitary sewer and Clifton Water District, and all other urban amenities are available to the properties. They are located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. Tier 2 is classified as Suburban Infill. The Comprehensive Plan indicates that Annexation is appropriate in these areas for development and redevelopment in Tier 2 areas that have direct adjacency to the city limits of Grand Junction. Annexation of this parcel will introduce no immediate increase in impacts on infrastructure and City services. Future development potential, if realized, will likely minimally impact infrastructure and City services due to the already-developed state of the site and surrounding properties.

The purpose of the Public, Civic, and Institutional Campus (P-2) zone district is to allow the creation of mixed-use civic and institutional campuses where housing is provided in support of the other uses on the campus. The subject property is distinctive for being predominantly a manmade lake on the site of a former mining operation, the remainder being partially developed with a single-unit residence, attached and detached accessory dwelling units, and a wedding venue featuring food and beverage service and indoor and outdoor operations. Availability of urban services and adjacency to a Major Collector road and Active Transportation Corridor, as identified in the Grand Junction Circulation Plan, render the property suitable for further development in accordance with allowed uses in the P-2 zone district, which include a range of residential uses, community and cultural facilities, educational facilities, parks and open space, food and beverage, office, and recreation and entertainment uses.

In addition to the P-2 zone district requested by the petitioner, Residential Medium 8 (RM-8), Residential Medium 12 (RM-12), Public, Parks and Open Space (P-1), and Planned Development (PD) would also implement the Comprehensive Plan land use designation of Residential Medium. While staff finds that the requested P-2 zone district is appropriate, RM-8 and RM-12 may likewise be appropriate for this property. Adoption of these latter districts would, however, render the wedding venue use not allowed.

NOTIFICATION REQUIREMENTS

In accordance with 21.02.030(c) of the Grand Junction Municipal Code (GJMC), a Neighborhood Comment Meeting regarding the proposed Annexation and Zoning was held at Bookcliff Middle School on January 29, 2025. The applicants and their representative, City staff, and four members of the public attended.

Notice was completed consistent with the provisions at GJMC 21.02.030(g). The subject properties were posted with an application sign on September 5, 2025. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject properties on November 14, 2025. The notice of the Planning Commission public hearing was published on November 15, 2025, in the Grand Junction Daily Sentinel.

ZONE OF ANNEXATION ANALYSIS

The criteria for review are set forth Section 21.02.050(m)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezoning has the burden of producing evidence that proves each of the following criteria:

A) Consistency. *The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.*

The proposed rezone to Public, Civic, and Institutional Campus (P-2) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Goal 1: Support fiscally responsible growth and annexation policies that promote a compact pattern of growth...and encourage the efficient use of land.

Goal 2: Encourage infill and redevelopment to leverage existing infrastructure.

The Comprehensive Plan places a priority on growth in areas identified for infill and redevelopment to effectively manage growth. This principle supports fiscally responsible policies that promote a compact pattern of growth to encourage an efficient use of land. Development is directed to areas where infrastructure is already present and the City can meet and maintain its level of service targets. This zone of annexation is supported by this plan principle because it leverages existing infrastructure and is already adjacent to existing corporate limits to the north. Further, annexation allows for additional development appropriate to the site with minimal expansion to existing infrastructure.

Intensification and Tiered Growth Plan

The subject properties are located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. Tier 2 is classified as Suburban Infill. The Comprehensive Plan indicates that Annexation is appropriate in these areas for new development and redevelopment in Tier 2 areas that have direct adjacency to the City Limits of Grand Junction. Annexation of the subject property allows the suitable use of the property and provides development opportunities while minimizing the impact on

infrastructure and City services.

Land Use Plan: Relationship to Existing Zoning

Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan. The requested zone of Public, Civic, and Institutional Campus implements the Comprehensive Plan because it is an implementing zoning district of the Residential Medium designation. While staff finds that the requested P-2 zone district is appropriate, RM-8 and RM-12 may likewise be appropriate for this property. Adoption of these latter districts would, however, render the existing wedding venue use not allowed.

Therefore, Staff finds that this criterion has been met.

B) Development Patterns. *The proposed zoning will result in logical and orderly development pattern(s).*

The subject property is distinctively characterized by being partially undeveloped and having predominantly a (manmade) lake on the site of a former mining operation.

Properties to the south, east, and northeast remain undeveloped. The semi-rural nature of the property, coupled with the development standards and allowed uses within the P-2 zone district, yield a site that is presently developed to both its urban and rural adjacencies and required to remain such even if further developed with allowed or conditional uses.

Therefore, Staff finds that this criterion has been met.

C) Benefits. *The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.*

A rezone to Public, Civic, and Institutional Campus allows for the proposed venue use appropriate to a distinctive property and further allows the introduction of new uses which support utilizing existing resources and infrastructure for suburban infill development.

The wedding venue use is not allowed under existing Mesa County zoning, and a request for a rezone constitutes Annexable Development under the 1998 Intergovernmental Agreement Between the City of Grand Junction and Mesa County Relating to City Growth and Joint Policy Making for the Persigo Sewer System ("Persigo Agreement"), as amended. The Persigo Agreement directs that all Annexable Development, as defined therein, must only occur within the City and under the City's jurisdiction. A wedding venue operation on the site is not allowed under Mesa County zoning but is allowed in the requested P-2 zone district.

Annexation and zoning of the property will allow for review of a wedding venue which is an allowed use in a P-2 and will provide additional land within the City limits for growth. In either case, the Persigo Agreement anticipates that such development shall occur within the City.

Therefore, Staff finds that this criterion has been met.

FINDING OF FACT AND STAFF RECOMMENDATION

After reviewing the Messick-Dangler Zone of Annexation, ANX-2025-116, request for the property located at 378 30 Road from Mesa County Residential Single Family – Rural (RSF-R) to Public, Civic, and Institutional Campus (P-2), the following finding of fact has been made:

1. The request has met the criteria identified in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code.

Therefore, Staff recommends approval of the request.

The Planning Commission heard this item at the November 25, 2025 regular meeting. The recommendation will be forwarded to the City Council with the second reading of this ordinance.

FISCAL IMPACT:

There is no direct fiscal impact for this item.

SUGGESTED MOTION:

I move to introduce an ordinance zoning the Messick-Dangler Annexation, 27.20 Acres Located at 378 30 Road, to Public, Civic, and Institutional Campus (P-2), and set a public hearing for December 17, 2025.

Attachments

1. Development Application
2. Annexation Plat
3. Schedule and Summary Table
4. Site Maps
5. Zone of Annexation Ordinance



Development Application

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

Petition For: Annexation/Zone of Annexation

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

Existing Land Use Designation: _____

Existing Zoning: _____

Proposed Land Use Designation: _____

Proposed Zoning: _____

Property Information

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

Site Acreage: 27.20 +/-

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

Site Zoning: RSF-R

Project Description: Annexation into Grand Junction city limits.

Property Owner Information

Name: Carrie & Cory Messick &
S. Valarie Dangler

Street Address: PO Box 4282

City/State/Zip: Grand Junction, CO 81504

Business Phone #: 970-433-8484

E-Mail: grandvalleyperformance@outlook.com

Fax #: _____

Contact Person: Carrie Messick

Contact Phone #: 970-433-8484

Applicant Information

Name: Carrie & Cory Messick & S.
Valarie Dangler

Street Address: 378 30 Rd.

City/State/Zip: Grand Junction, CO 81504

Business Phone #: 970-433-8484

E-Mail: grandvalleyperformance@outlook.com

Fax #: _____

Contact Person: Carrie Messick

Contact Phone #: 970-433-8484

Representative Information

Name: Kim Kerk Land Consulting &
Development

Street Address: 342 North Ave

City/State/Zip: Grand Junction, CO
81501

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #: _____

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

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

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

Signature of Person Completing the Application: _____

Kim Kerk
Please print and sign

Date: 11/14/2024

Signature of Legal Property Owner: _____

Valarie Dangler
Please print and sign

Date: 2-7-25

**OWNERSHIP STATEMENT - NATURAL PERSON**

Print Form

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

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

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

☒ I am the sole owner of the property.

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

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

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

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

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

Owner signature as it appears on deed:

Sharon Valarie Dangler, Carrie Messick, Cory L. Messick

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

State of Colorado

County of Mesa

) ss.

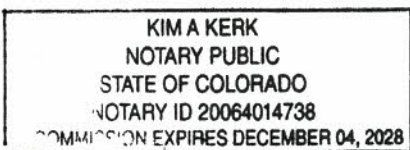
Subscribed and sworn to before me on this 4th day of June, 20 25

by Carrie Messick, Cory Messick & Sharon Valarie Dangler

Witness my hand and seal.

My Notary Commission expires on

12/04/2028



Kim A. Kerk
Notary Public Signature



Prepared by:

CARRIE MESSICK, CORY L MESSICK

378 30 rd, 378 30 rd

Parcel ID:

2943-212-00-068

Quitclaim Deed

THIS DEED is dated December 3, 2022, between:

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

AND

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

AS: Joint Tenants

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

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

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

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

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

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

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

Signed in the presence of:

Signature

Name

Carrie Messick

CARRIE MESSICK

Cory L Messick

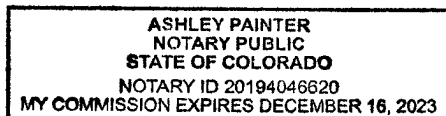
CORY L MESSICK

State of Colorado, County of Mesa

Signed before me on this 3rd day

of Dec. 2022 by Carrie Cory Messick

Notary Public Ashley Painter





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

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

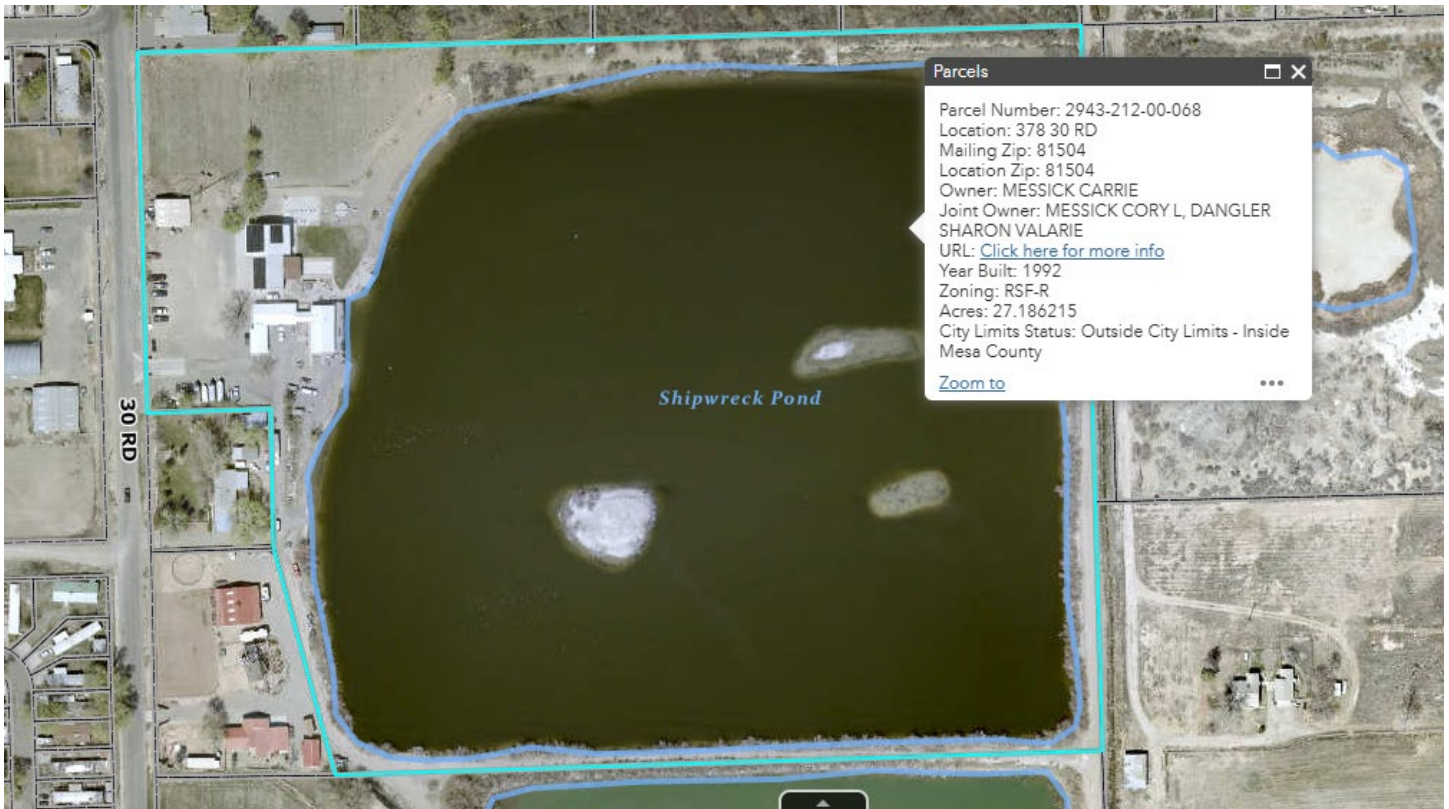
Date: February 02, 2025
Prepared by: Kim Kerk, Project Manager

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

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

Site Location

2024 City/County Air Photos



378 30 Road

Project Description & Introduction:

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

P-2 Intent

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

Property Location:

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

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

Neighborhood Meeting

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

Land use in the surrounding area

Existing land use:

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

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

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

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

Site access

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

Approval Criteria: Annexation

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

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

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

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

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

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

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

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

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

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

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

Conclusion:

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

Thank you.



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

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

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

Kim & Tim explained P-2 zoning information.

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

Q) Will there be a noise ordinance?

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

Q) Will I have to annex too?

A) No.

Q) Why are they getting a variance?

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

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

The meeting adjourned at 6:23 pm.

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

STATE OF COLORADO
COUNTY OF MESA

SS

AFFIDAVIT

Carrie Messick, of lawful age, being first duly sworn, upon oath, deposes and says:

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

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

Carrie Messick

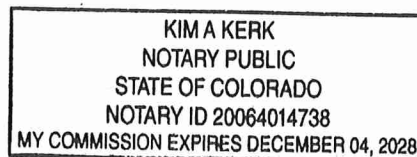
Subscribed and sworn to before me this 22nd day of October, 2025

Witness my hand and official seal.

Kim A. Kerk
Notary

Public Address
342 North Ave. Grand Junction, CO 81501

My commission expires: 12/04/2028





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

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

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

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

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

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

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

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

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

Cory Messick

378 30 Rd. Grand Junction, CO 81504

NAME

ADDRESS

SIGNATURE

DATE

Cory Messick

2-7-25

Carrie Messick

378 30 Rd. Grand Junction, CO 81504

NAME

ADDRESS

SIGNATURE
Carrie Messick

DATE



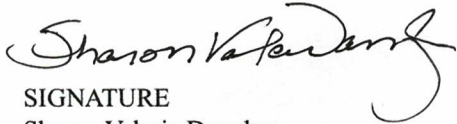
2-7-25

Sharon Valarie Dangler

378 30 Rd. Grand Junction, CO 81504

NAME

ADDRESS



SIGNATURE
Sharon Valarie Dangler

DATE

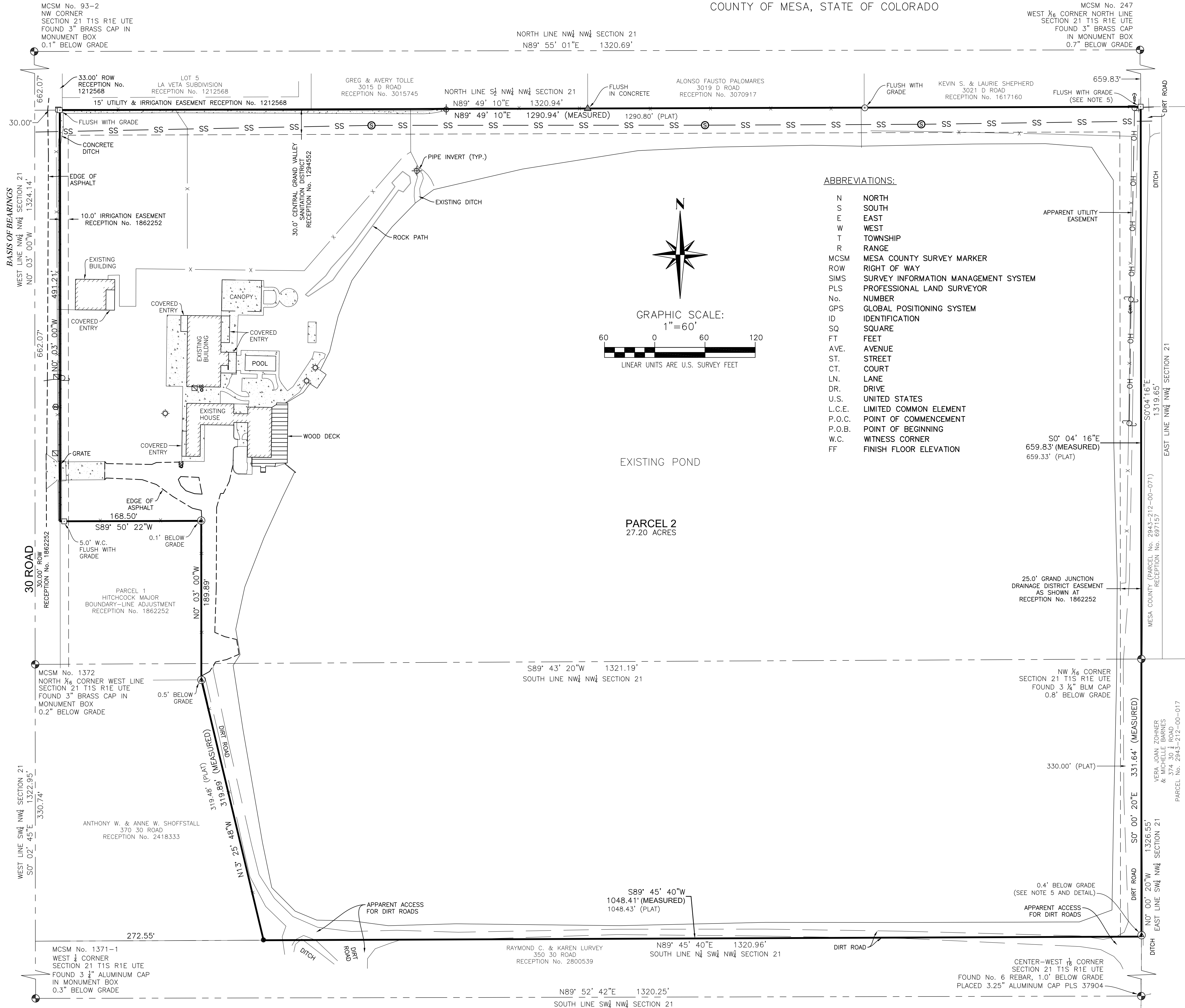
2-7-25

(Messick-Dangler Annexation Petition)



IMPROVEMENT SURVEY

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



LEGEND:

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

LEGAL DESCRIPTION:

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

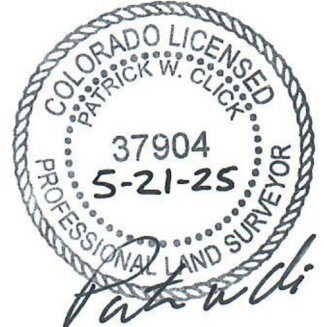
LAND SURVEY DEPOSIT
MESA COUNTY SURVEYORS OFFICE
DATE: _____
DEPOSIT No. _____

NOTES

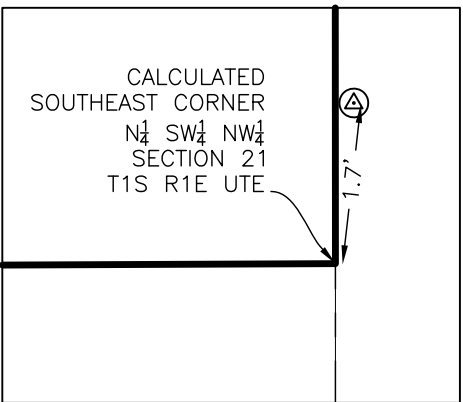
- OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE WITHOUT USING A CURRENT TITLE POLICY.
- BEARINGS ARE BASED ON THE WEST LINE OF NW¼ NW¼ SECTION 21, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN. THE VALUE USED N00°03'00"W, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE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

SURVEYOR'S CERTIFICATION:

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



COLORADO REGISTERED LAND SURVEYOR PLS #37904



IMPROVEMENT SURVEY

378 30 ROAD

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

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

POLARIS SURVEYING

PATRICK W. CLICK P.L.S.
3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038



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

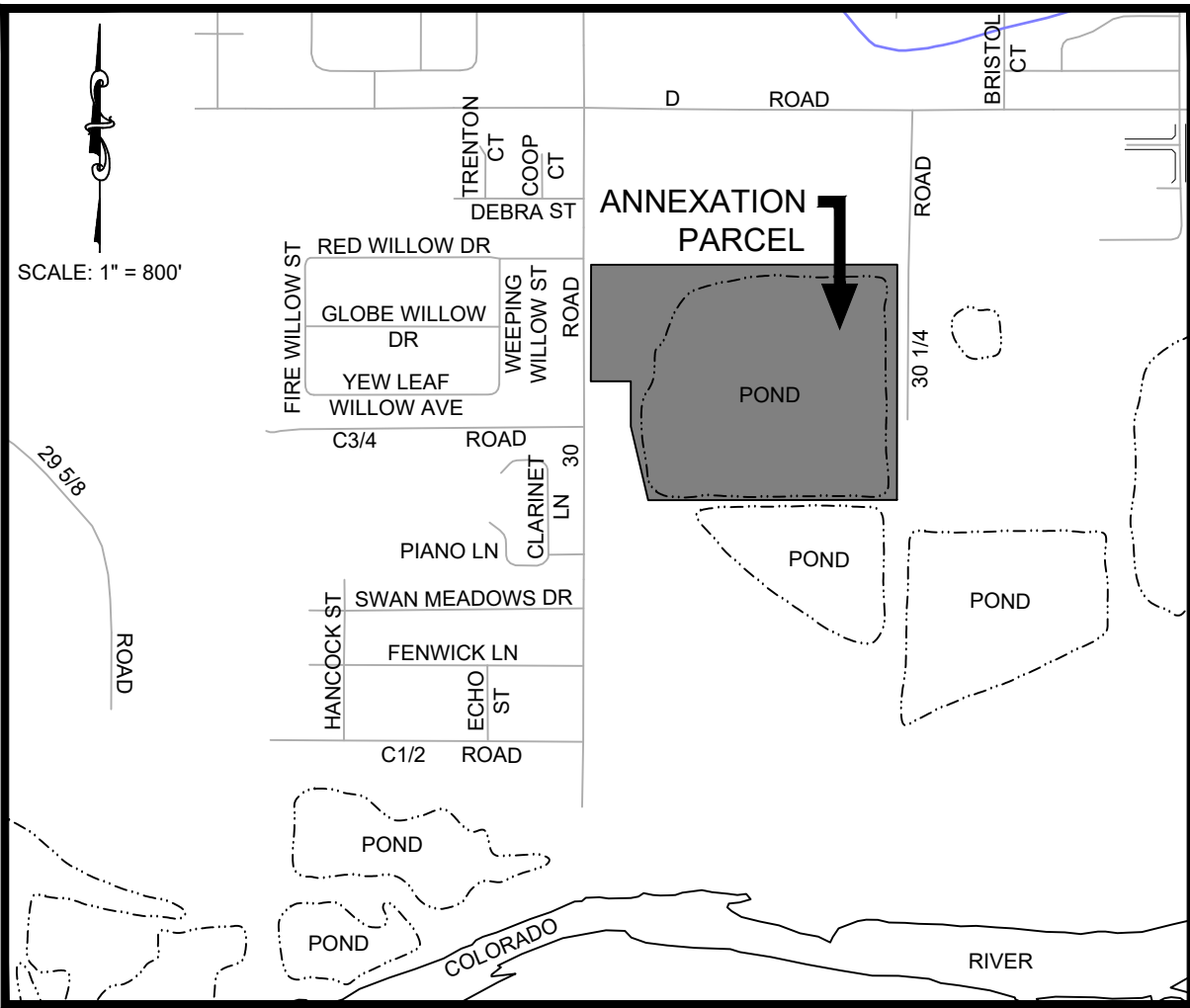
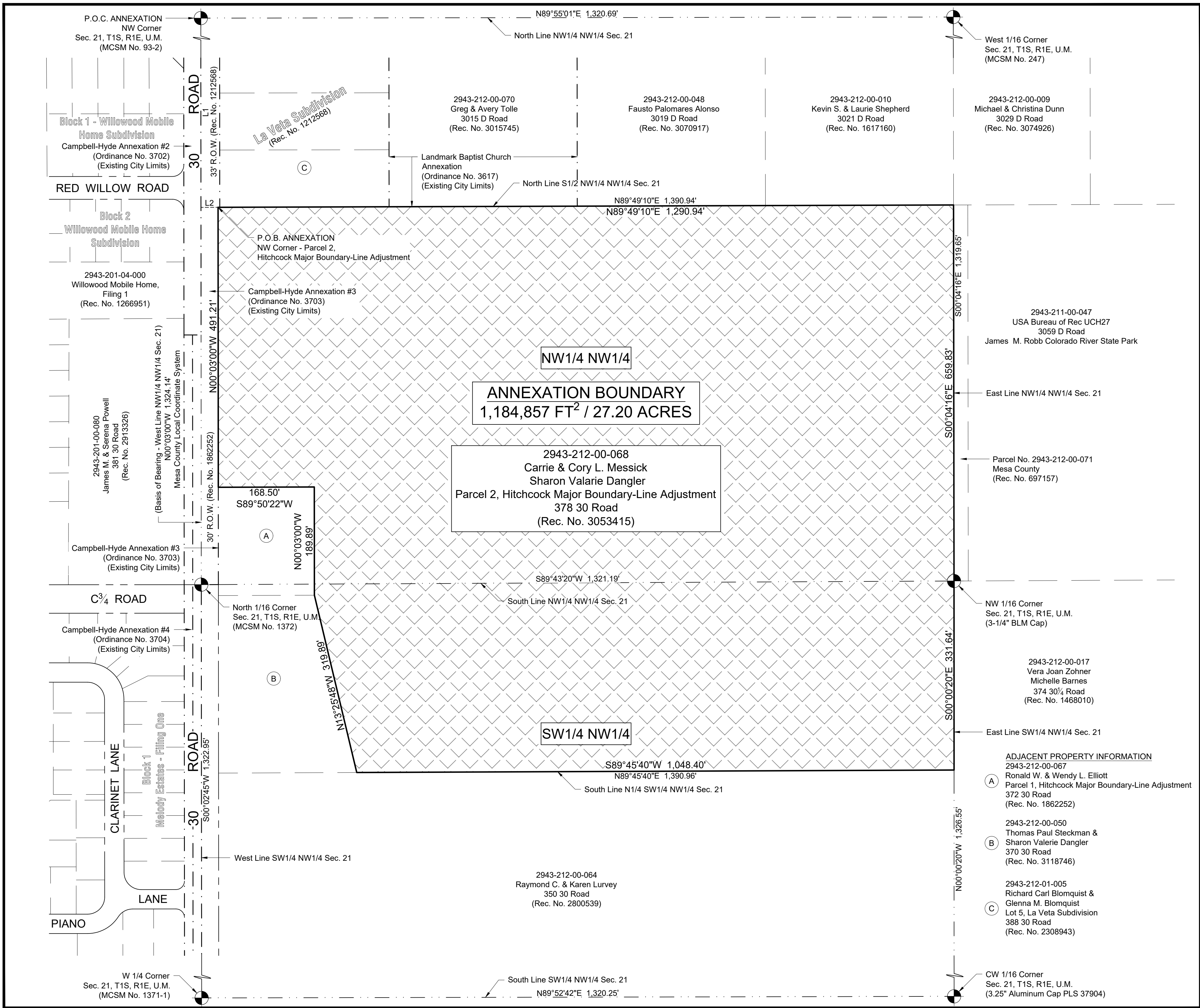
SITUATED IN THE NW¹/₄ NW¹/₄ AND THE SW¹/₄ NW¹/₄ SECTION 21
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
AND BEING A PART OF HITCHCOCK MAJOR BOUNDARY-LINE ADJUSTMENT
COUNTY OF MESA, STATE OF COLORADO

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

MESSICK - DANGLER ANNEXATION

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

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



SITE LOCATION MAP

LEGAL DESCRIPTION

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

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

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

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

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

AREAS OF ANNEXATION

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

LEGEND

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

SURVEY ABBREVIATIONS

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

ORDINANCE NO.
0000

EFFECTIVE DATE
00/00/2025

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

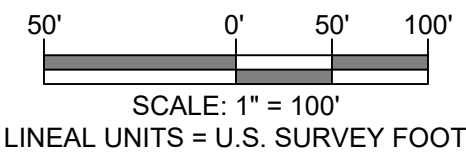
ALEXANDRE B. LHERITIER
STATE OF COLORADO - P.L.S. NO. 38464
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO 81501

THIS IS NOT A BOUNDARY SURVEY

G:\Data\SURVEY\Annexations\2025\Messick-Dangler Annexation\Messick-Dangler Annexation.dwg - PLOTTED 2025-08-07

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

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



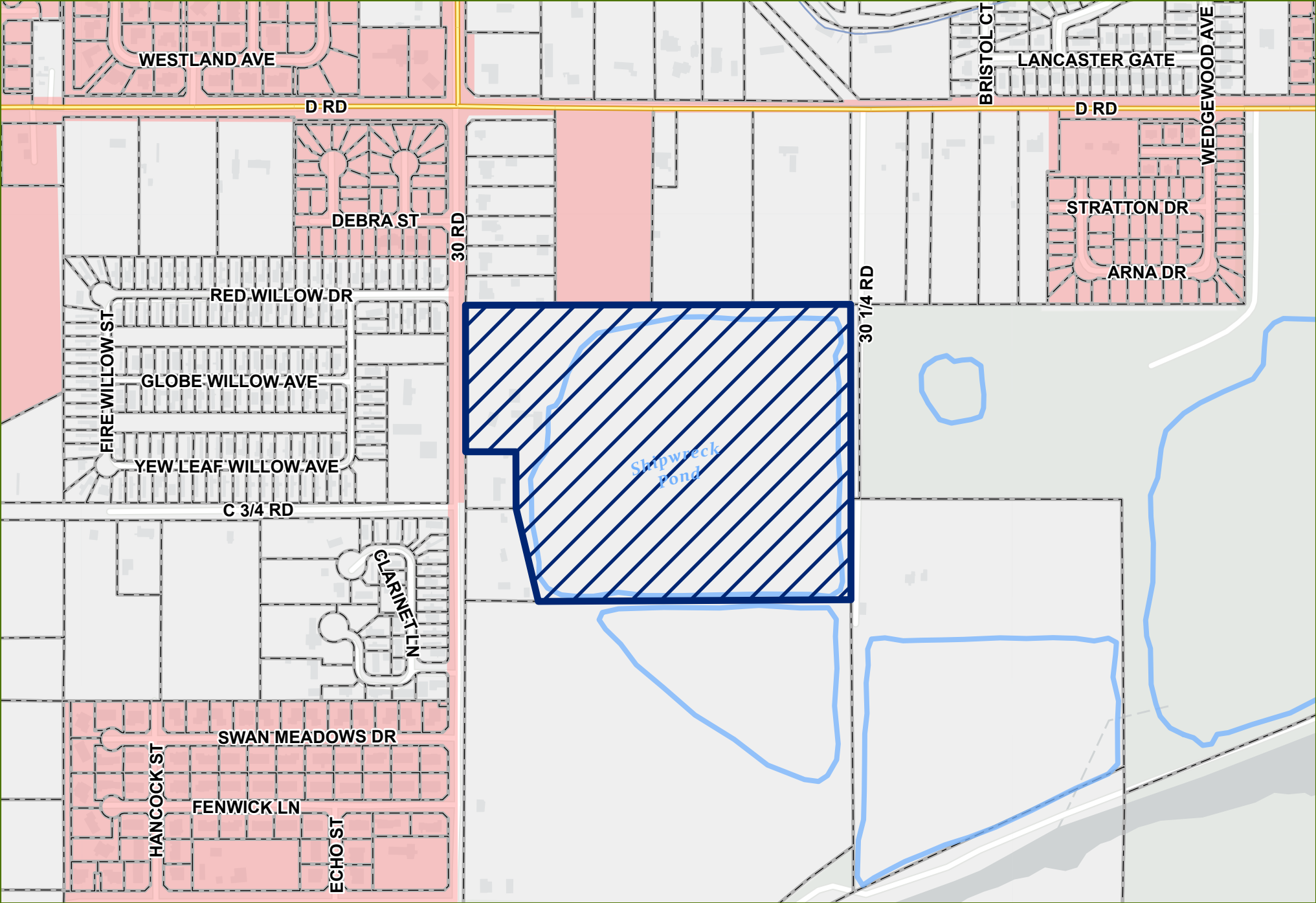
Engineering & Transportation
Department
244 North 7th Street - Grand Junction, CO. 81501

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

1 OF 1

MESSICK-DANGLER ANNEXATION SCHEDULE				
November 5, 2025		Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
November 25, 2025		Planning Commission Considers Zone of Annexation		
December 3, 2025		City Council Intro Proposed Zoning Ordinance		
December 17, 2025		City Council Accept Petition/Annex and Zoning Public Hearing		
January 18, 2025		Effective date of Annexation and Zoning		
ANNEXATION SUMMARY				
File Number		ANX-2025-116		
Location(s)		378 30 Road		
Tax ID Number(s)		2943-212-00-068		
Number of Parcel(s)		1		
Existing Population		5		
Number of existing Dwelling Units		1		
Acres Land Annexed		27.2		
Developable Acres Remaining		27.2		
Right-of-way in Annexation		0		
Previous County Zoning		RSF-R		
Proposed City Zoning		P-2		
Surrounding Zoning:	North:	RSF-4, RSF-R (County) / RM-8 (City)		
	South:	RSF-R		
	East:	PUD		
	West:	PUD		
Current Land Use		Wedding Venue		
Proposed Land Use		Wedding Venue		
Surrounding Land Use:	North:	Residential		
	South:	Agricultural		
	East:	Government		
	West:	Residential		
Comprehensive Plan Designation:		Residential Medium		
Retailers within Annexation boundary		Yes:		No: X
If yes, provide Name/Address/Phone Number				
Values:	Assessed	\$461,090.00		
	Actual	\$461,090.00		
Address Ranges		378 20 Road		
Special Districts:	Water	Clifton		
	Sewer	Persigo		
	Fire	Grand Junction Rural		
	Irrigation/Drainage	Grand Valley Drainage District		
	School	School District 51		
	Pest	Grand River Mosquito Control District		

Messick-Dangler Annexation

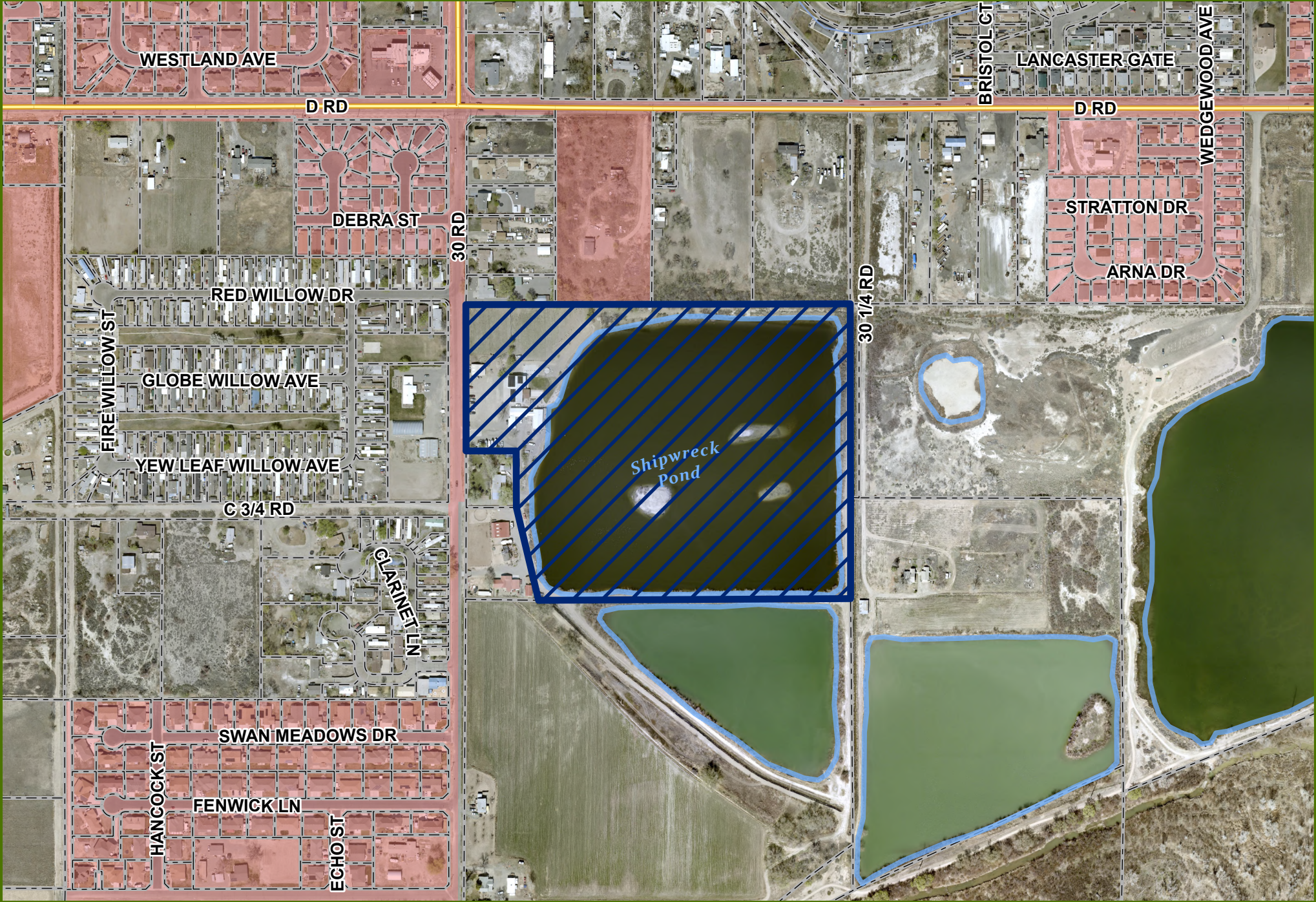


Annexation Site



City Limits

Messick-Dangler Annexation



0 125 250 500 Feet

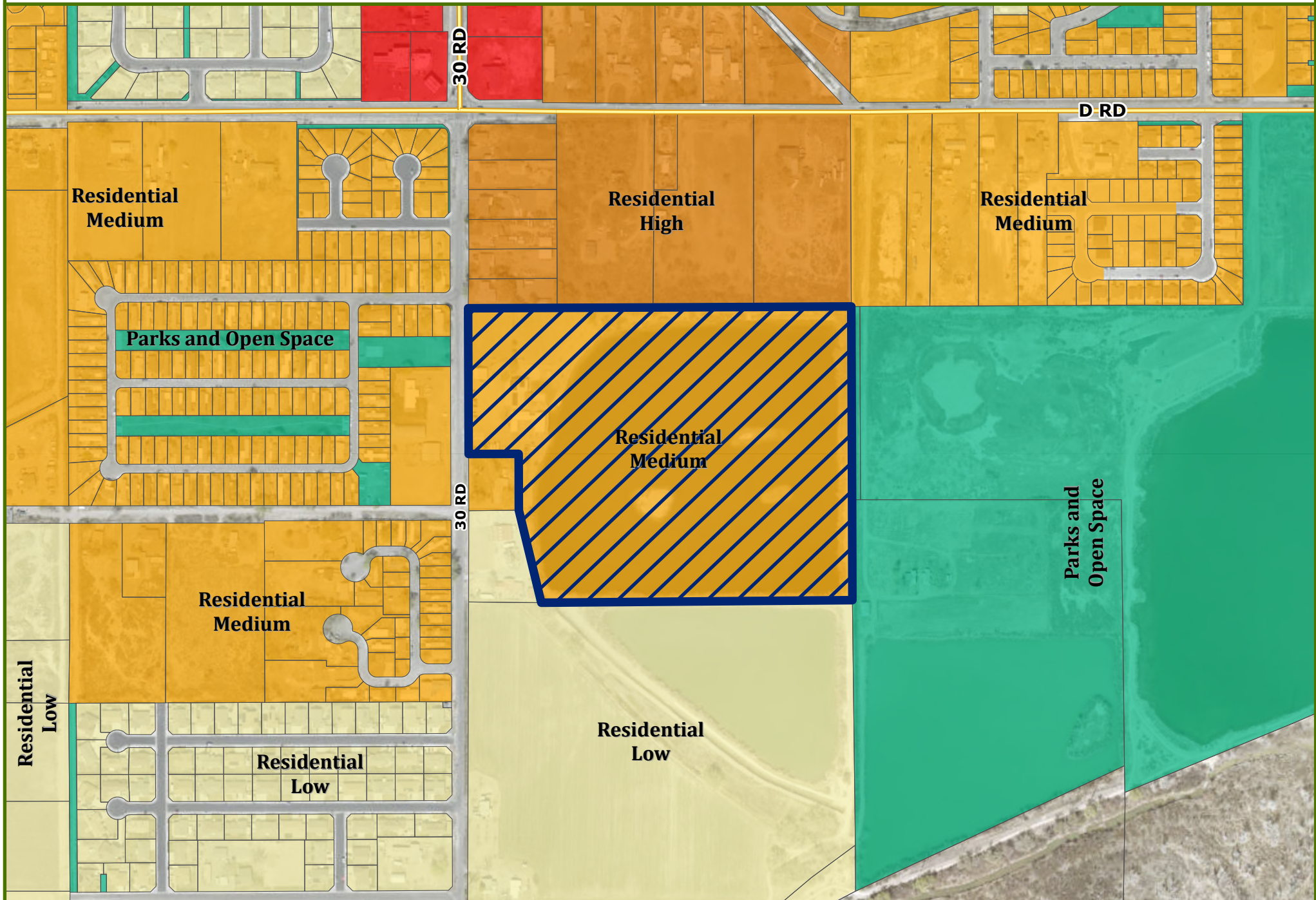


Annexation Site



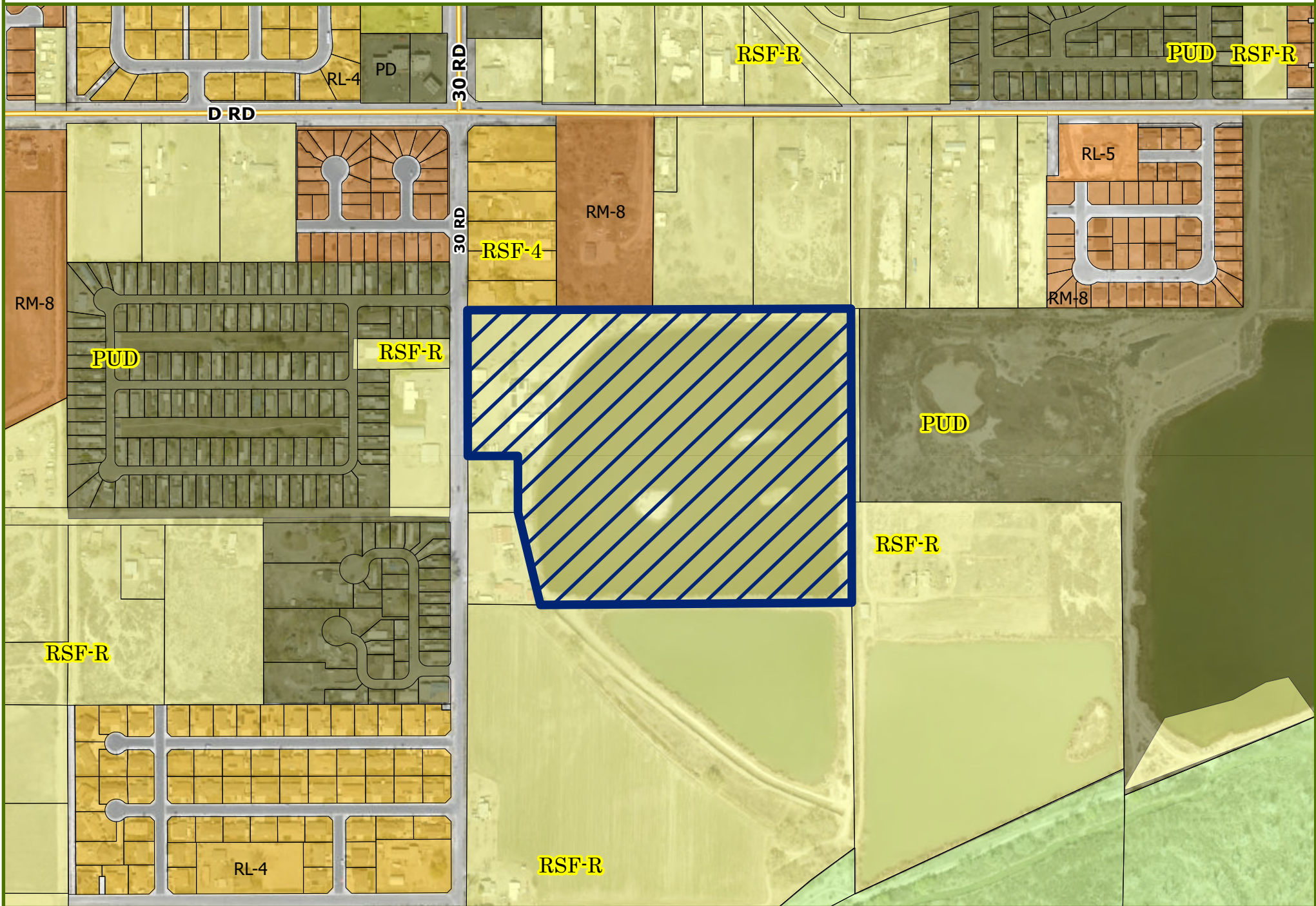
City Limits

Messick-Dangler Annexation - Land Use



0 125 250 500 Feet

Messick-Dangler Annexation - Zoning



0 125 250 500 Feet



Annexation

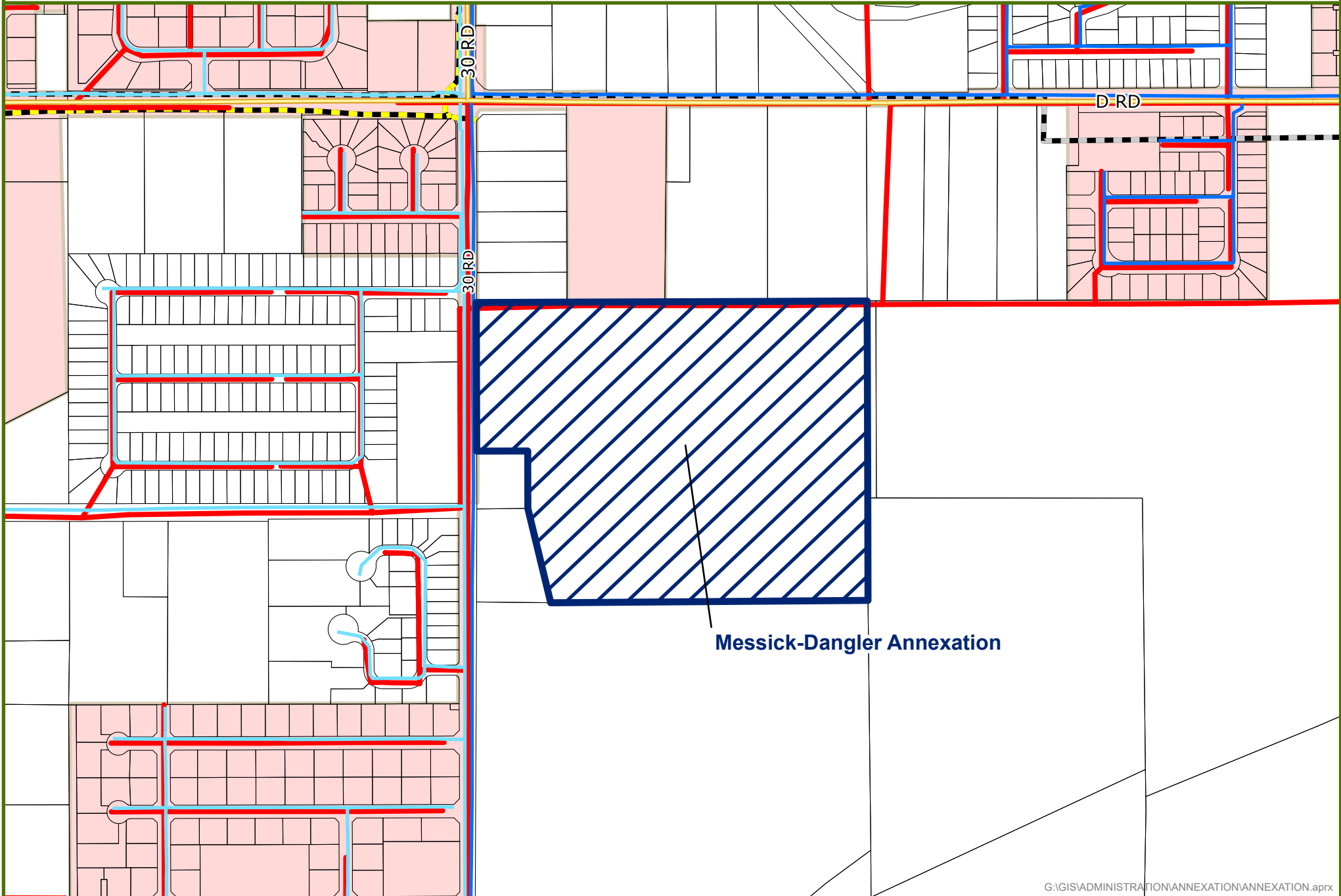
City Zoning

County Zoning

Date Created: 7/23/2025



Messick-Dangler Annexation - Utilities



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



0 0.05 0.1 Miles

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

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING MESSICK-DANGLER ANNEXATION
TO PUBLIC, CIVIC, AND INSTITUTIONAL CAMPUS (P-2) ZONE DISTRICT**

LOCATED AT 378 30 ROAD

Recitals:

The owners have petitioned to annex their 27.20 acres located at 378 30 Road into the City limits. The annexation is referred to as the "Messick-Dangler Annexation."

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the Messick-Dangler Annexation from County RSF-R (Residential Single Family - Rural) to P-2 (Public, Civic, and Institutional Campus) finding that the P-2 zone district conforms with the designation of Residential Medium as shown on the Land Use Map of the Comprehensive Plan and conforms with its designated zone with the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the request for the P-2 (Public, Civic, and Institutional Campus) district is in conformance with the stated criteria of Section 21.02.050(m)(3)(ii) of the Grand Junction Zoning & Development Code.

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

ZONING FOR THE MESSICK-DANGLER ANNEXATION

The following parcel in the City of Grand Junction, County of Mesa, State of Colorado is hereby zoned as follows:

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

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

thence from said Point of Commencement, S00°03'00"E, a distance of 662.00 feet along said west line; thence N89°57'00"E, a distance of 30.00 feet to the northwest corner of Parcel 2 of Hitchcock Boundary - Line Adjustment recorded at Reception Number 1862252, being a point on the boundary of the Campbell-Hyde Annexation No. 3, and the Point of Beginning; thence the following eight (8) courses around the perimeter of said Parcel 2;

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

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

Said parcel shall hereby be zoned Public, Civic, and Institutional Campus (P-2).

INTRODUCED on first reading this 3rd day of December 2025 and ordered published in pamphlet form.

ADOPTED on second reading this 17th day of December 2025 and ordered published in pamphlet form.

Cody Kennedy
President of the Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: December 3, 2025
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: Jeremiah Boies

Information

SUBJECT:

A Resolution to Appoint a Hearing Officer for Liquor and Beer Licensing

RECOMMENDATION:

Approve the appointment of Jill Cenamo as Liquor Hearing Officer.

EXECUTIVE SUMMARY:

This resolution appoints Jill Cenamo as the Hearing Officer for the Local Liquor Licensing Authority.

BACKGROUND OR DETAILED INFORMATION:

The City, as a Local Licensing Authority for liquor and beer licensing, requires a Hearing Officer to hear licensing matters. Hearing Officer Sam Starritt recently resigned from the position. With several liquor and beer licensing matters that need to be heard in a timely fashion, the City Attorney contacted Jill Cenamo about serving as a Hearing Officer. Ms. Cenamo had been vetted because of her interest in a position with the City; she has the requisite skills and is agreeable to serve as the Hearing Officer subject to appointment by the Council. The Hearing Officer serves at the pleasure of the City Council and, by and with approval of this Resolution she will be appointed to serve in that capacity.

FISCAL IMPACT:

None

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 80-25, a Resolution appointing Jill Cenamo as a Hearing Officer for liquor and beer licensing authority.

Attachments

1. RES - Jill Cenamo Appointment to Liquor Hearing Officer

**CITY OF GRAND JUNCTION
RESOLUTION NO. __-25**

**A RESOLUTION TO APPOINT A HEARING OFFICER FOR
LIQUOR AND BEER LICENSING**

RECITALS:

The City of Grand Junction has by ordinance provided for and established a Local Licensing Authority for liquor and beer licensing and enforcement.

The Grand Junction Municipal Code, in accordance with the provisions of Title 44 of the C.R.S., provides that the City Council appoint a hearing officer for the Local Licensing Authority.

Jill Cenamo is a private attorney in the City and has been recommended by the City Attorney for appointment as the Hearing Officer for liquor and beer licensing and enforcement, in and for the City of Grand Junction.

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

Jill Cenamo is hereby appointed as Hearing Officer for the Local Licensing Authority for liquor and beer licensing and enforcement, in and for the City of Grand Junction, in accordance with Chapter 5 of the Grand Junction Municipal Code, Colorado Revised Statutes and the regulations promulgated thereunder.

PASSED AND ADOPTED this ____ day of December, 2025.

Cody Kennedy, President of the Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #4.a.i.

Meeting Date: December 3, 2025
Presented By: Tim Lehrbach, Principal Planner
Department: Community Development
Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Landscaping, Buffering, and Screening and Measurements and Definitions - **Continued from November 19, 2025**

RECOMMENDATION:

The Planning Commission voted (5-1) to recommend approval.

EXECUTIVE SUMMARY:

State legislation signed into law in 2024 and 2025 requires that local governments prohibit the installation of nonfunctional turf in new commercial, institutional, industrial, or common interest community property, any common interest element of a multi-unit residential property that includes more than twelve dwelling units, and in any street right-of-way, parking lot, median, or transportation corridor no later than January 1, 2026.

Staff proposes a text amendment to the Zoning and Development Code to comply with the new laws. There are additional minor changes intended to clarify provisions or achieve greater consistency with other provisions of the Code.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

State legislation signed into law in 2024 (Senate Bill 24-005) and 2025 (House Bill 25-1113) requires that local governments prohibit the installation of nonfunctional turf in new commercial, institutional, industrial, or common interest community property, any common interest element of a multi-unit residential property that includes more than twelve dwelling units, and in any street right-of-way, parking lot, median, or transportation corridor no later than January 1, 2026.

At a workshop in December 2024, City Council directed staff to draft an amendment to existing landscape standards in the Zoning and Development Code to achieve compliance with new law. At that time, the 2025 legislation had not been introduced, but its effect is negligible on the changes required at this time. Specifically, the 2025 bill explicitly adds to applicable properties any common interest element of a multi-unit property that includes more than twelve dwelling units.

PROPOSED AMENDMENT

GJMC 21.07.030(a) Compliance.

The amendment broadens the applicability of the chapter from all required landscape to all landscape. This is necessary in order to comply with the restriction against the installation of turf on applicable properties (colloquially referred to as the “turf ban” hereafter for ease of reading), whether or not such landscape is required by code. This has the consequence of specifying several times within the chapter where a provision is meant to apply only to landscape that is required to be installed.

The exemption from the requirements of the chapter must be narrowed to single-unit and duplex dwellings, as these may be – and are – found within zone districts that also allow other uses which are subject to the turf ban.

Unrelated to the turf ban, the amendment strikes the requirement for plantings “around new and existing structures,” which is both unclear in its extent and incompatible with industry and regulatory trends to protect structures from fire hazards and foundation damage posed by planting near structures.

GJMC 21.07.030(c) Acceptable Plant Material.

The turf ban is explicitly implemented. Specifically, in accordance with the mandate, the installation of turf not meeting the definition of functional turf shall not be installed on any commercial, industrial, or institutional property, any common interest element of a multi-unit residential property that includes more than twelve dwelling units, any common interest community property, or any street right-of-way, parking lot, median, or transportation corridor. Grass seed or sod that is a native plant or has been hybridized for arid conditions is exempt from this prohibition. Artificial turf not meeting the definition of functional artificial turf is likewise prohibited on the same applicable properties.

GJMC 21.07.030(h) Irrigation.

The requirement to irrigate landscape is clarified to apply to required landscape only, since the amendment necessarily applies the chapter to all landscape.

An existing provision requiring “native grasses” to be zoned separately from “higher water demand landscapes” is replaced with a requirement that all plants shall be irrigated by zones according to their water demand. This renders more effective the chapter’s requirements for the installation of species with lower water demand by ensuring that irrigation is zoned properly to supply only the water such plants demand.

GJMC 21.07.030(i) Landscape Plans.

The existing code includes a requirement that irrigation plans be certified by an irrigation design professional who has been certified through the Irrigation Association (CID) or a similar EPA WaterSense labeled certification program. The provision specifies that it becomes effective “no later than three years after December 21, 2022.” As the effective date of this proposed amendment would be near December 21, 2025, the reference to a forthcoming effective date is no longer necessary and is proposed for deletion.

The provision allowing for field substitutions of equivalent species is proposed to be limited such that turf may not be substituted without prior written approval of the Director. This ensures that grasses subject to the turf ban are not installed in the field in place of species that are exempt.

GJMC 21.07.030(j, l, m, n, o)

References to “required” landscape are added throughout these subsections to maintain their existing applicability despite the amendment applying the chapter generally to all landscape.

GJMC 21.07.060 Street frontage landscape.

A recent amendment reduced front setbacks to five feet in several zone districts, with an option to reduce to zero feet under certain conditions. However, such reductions cannot be achieved where a fourteen-foot-wide street frontage landscape is required. This amendment provides an option to reduce the required street frontage landscape area to five feet where a building is constructed with a five-foot front setback. Where a front setback is reduced to less than five feet, the street frontage landscape is still applied, but the required plantings are to be provided in another location within the same development. This renders effective the reduction in setbacks while ensuring that plantings which otherwise would be provided in the street frontage are not lost altogether.

GJMC 21.07.070 Public right-of-way.

A provision limiting turf to 15% of right-of-way landscape is proposed for deletion. The turf ban precludes any percentage of such area from being planted with nonfunctional turf. Exempt species, which are native or adapted to the region, are appropriate plant selections for right-of-way landscape and need not be limited by a 15% cap.

GJMC 21.14.020 Definitions

The definition of functional turf requires revision for consistency with Colorado law. A new definition of functional artificial turf becomes necessary in order to establish the applications of artificial turf which are not subject to the ban.

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on October 4, 2025, in the Grand Junction Daily Sentinel. A public hearing was held at the October 14, 2025, regular meeting of the Planning Commission.

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 amendment supports two strategies within Plan Principle 8, Resource Stewardship, pertaining to the planting of native and other species with reduced water demand. Each strategy promotes the installation of waterwise species and water conservation, one via regulation on required landscape, the other via management of public landscape throughout the City. The amendment prohibits nonfunctional turf and nonfunctional artificial turf within most development and in public spaces, while preserving requirements for site landscape, which promotes (by requiring) the installation of native or hybridized grass species or other plants selected from the suitable plant list. The amendment can be expected to shift the proportion of landscape areas occupied by turf and its high water demands in favor of waterwise species.

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 amendment is consistent with the rest of the provisions in the Code and does 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 revisions to the Zoning and Development Code all meet specific reasons identified in this criterion for review. Each amendment is identified with its appropriate reason below.

a. To address trends in development or regulatory practices;

The amendment directly addresses recent legislation that requires compliance by January 1, 2026. In order to achieve compliance with the turf ban, it is necessary for the City to implement its terms as provided in the proposed amendment. The legislation likewise reflects recent development and regulatory trends towards the implementation of waterwise landscape and irrigation practices. The City's Water Efficiency Plan and Sustainability and Adaptation Plan direct the City to further its efforts towards water

conservation, specifically within irrigation for landscape areas.

The amendment to street frontage landscape addresses the trend towards increased flexibility in development standards, specifically the reduction of front setbacks in applicable zone districts.

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

The amendment modifies requirements for development in general by its prohibition on nonfunctional turf, which replaces a cap of 15% nonfunctional turf in any required landscape area, and it applies the prohibition to any landscape on any property subject to the statewide ban on nonfunctional turf.

The amendment addresses specific development issues concerning the implementation of reduced front setbacks, which otherwise cannot be achieved given the existing code's requirement for a fourteen-foot-wide street frontage landscape area (reducible to five feet only where a detached sidewalk is provided).

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

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

Reasons (a) and (b) are satisfied. Staff finds this criterion has been met.

FINDING OF FACT AND RECOMMENDATION

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 amendment to Title 21 is consistent with the Comprehensive Plan and the Zoning & Development Code and meets at least one of the specific reasons outlined.

Therefore, staff recommends approval.

The Planning Commission voted (5-1) to recommend approval.

FISCAL IMPACT:

There is no direct fiscal impact for this item.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5283, an ordinance amending Title 21 Zoning and Development Code, regarding Landscaping, Buffering, and Screening and Measurements and Definitions, upon final passage and order final publication in pamphlet form.

Attachments

1. Planning Commission Minutes - 2025 - Oct 14
2. Draft Ordinance

GRAND JUNCTION PLANNING COMMISSION
October 14, 2025, 5:30 PM
MINUTES

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

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

Also present were Jamie Beard (Assistant City Attorney), Niki Galehouse (Planning Manager), Tim Lehrbach (Principal Planner), and Jacob Kaplan (Planning Technician).

There were 4 members of the public in attendance, and 1 virtually.

The Commissioners held a vote to elect a new Chair for the Planning Commission.

Commissioner Teske nominated Commissioner Weckerly as the new Chair.
The Commission voted 4-2 to appoint Commissioner Weckerly as the new Chair.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from September 29, 2025.

Commissioner Moore moved to approve the Consent Agenda.

Commissioner Teske seconded; motion passed 6-0.

REGULAR AGENDA

1. Messick-Dangler Annexation

ANX-2025-116

Consider a request by Carrie Messick, Cory Messick, and Sharon Valarie Dangler to zone 6.43 acres from Mesa County Residential Single Family – Rural (RSF-R) to Public, Civic, and Institutional Campus (P-2) located at 378 30 Road.

Staff Presentation

Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

There were no questions for staff.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, October 7, 2025, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 5:56 p.m. on October 14, 2025.

Discussion

Commissioner Secrest asked about density in the P-2 zone district and how max density would be calculated for this parcel given that a majority of the lot is underwater.

Chairwoman Weckerly asked about the acreage of the parcel.

It was determined that the acreage that was included in the public notice (6.43 acres) did not match the acreage of the parcel to be annexed (27.18 acres).

The Commission decided to continue this item to the October 28 Planning Commission Hearing.

2. Zoning Code Amendments **ZCA-2025-575**

Consider an ordinance amending sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Landscaping, Buffering, and Screening and Definitions.

Staff Presentation

Tim Lehrbach, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Secrest asked what the consequence was if the City did not comply with the State's mandate. He noted his disagreements with State mandates. He asked about the City's Suitable Plants List.

Commissioner Moore asked if these standards would only apply at the time of development. se provisions would apply to single-unit lots.

Commissioner Teske asked for clarification on the proposed amendments to the General landscape standards in regard to landscaping requirements for single-unit detached and duplex dwellings. He asked why single-unit attached uses were not included in the housing types exempted from the General landscape standards. He noted that the turf standards established by the State are meant to apply to developments of more than 12 units, but the City considers 3+ units on a single lot as a multi-unit use. He expressed concerns that the City would be regulating beyond what the state was mandating.

Chairwoman Weckerly echoed Commissioner Teske's concerns about landscaping inadvertently being required for multi-unit development of 3-12 units. She cautioned that the requirement to

irrigate by zones could potentially increase the cost to design an irrigation system, subsequently impacting housing affordability.

Staff explained that the current code has landscaping standards that apply to all multi-unit developments (3+ units on a single lot), but the State mandated landscaping regulations are only applied to developments of 13 units or more.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, October 7, 2025, via www.gjcity.org.

There were no comments from the public either in attendance or online.

The public comment period was closed at 6:42 p.m. on October 14, 2025.

Discussion

No discussion occurred.

Motion and Vote

Commissioner Quintero made the following motion “Ms. Chairman, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-575, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report.”

Commissioner Moore seconded; motion passed 5-1.

OTHER BUSINESS

Niki Galehouse asked the commissioners to spread the word about the vacancies. She asked about the Commissioner’s availability for the November 25 hearing. She thanked the Commission and noted that this would be her last hearing with the City of Grand Junction.

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting.

The vote to adjourn was 6-0.

The meeting adjourned at 6:45 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING LANDSCAPING, BUFFERING, AND SCREENING AND DEFINITIONS

Recitals

The City Council recognizes the importance of maintaining effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while remaining compliant with applicable laws of the State of Colorado.

State legislation signed into law in 2024 and 2025 requires that local governments prohibit the installation of nonfunctional turf in new commercial, institutional, industrial, or common interest community property, any common interest element of a multi-unit residential property that includes more than twelve dwelling units, and in any street right-of-way, parking lot, median, or transportation corridor no later than January 1, 2026. During the course of reviewing the City of Grand Junction's landscape regulations to identify necessary revisions for compliance with state law, staff identified additional opportunities to clarify provisions or achieve greater consistency with other provisions of the Grand Junction Zoning and Development Code.

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

After public notice and public hearing, the Grand Junction City Council finds that the amendment to the Zoning & Development Code implements the vision and goals of the Comprehensive Plan, that the amendment provided in this Ordinance is responsive to the requirements of the laws of the State of Colorado, and that the amendment otherwise furthers and advances the public health, safety, and welfare of the City and its residents.

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

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

...

21.07 LANDSCAPING, BUFFERING, AND SCREENING

...

21.07.030. General landscape standards.

(a) Compliance.

(1) All landscaping ~~required by this Code~~ shall comply with the standards and requirements of this section.

(2) The landscaping requirements of this Code shall not apply to ~~a lot zoned for one or two dwelling units~~ individual-lot development of single-unit detached or duplex dwellings.

(3) Landscaping for new developments shall occur in buffer areas, all interior parking areas, along the perimeter of the property, ~~around new and existing structures~~, and along street frontages and within any right-of-way not used nor planned to be used for infrastructure.

...

(c) Acceptable Plant Material.

(1) Suitable Plant List.

(i) Vegetation must be suitable for Grand Junction's climate and soils and shall be selected from the City of Grand Junction Suitable Plant List. ~~It to~~ be maintained by the Director. Applicants may petition the inclusion of plants not found on the Suitable Plant List and shall provide sufficient information about the proposed species to facilitate review. The Suitable Plant List identifies the anticipated water needs of each plant species. The Director may allow the use of any plant not otherwise prohibited if sufficient information is provided to show suitability including salt tolerance, sun and shade requirements based on planting locations, growth habitat, etc. Noxious or invasive species are not allowed to be planted in development but may be preserved in development.

...

(iv) A minimum 90% of the proposed shrubs and ground cover shall be identified as xeric, xeric-low, xeric-medium, or low water on the Suitable Plants List.

...

(4) Turf not meeting the definition of functional turf shall not be installed on any commercial, industrial, or institutional property, any common interest element of a multi-unit residential property that includes more than twelve dwelling units, any common interest community property, or any street right-of-way, parking lot, median, or transportation corridor, except that grass seed or sod that is a native plant or has been hybridized for arid conditions is exempt from this prohibition. ~~exceed 15% of any required~~

landscaping area in the City of Grand Junction. Functional turf may exceed the 15% maximum.

(5) Artificial turf not meeting the definition of functional artificial turf shall not be installed on any commercial, industrial, or institutional property, any common interest element of a multi-unit residential property that includes more than twelve dwelling units, any common interest community property, or any street right-of-way, parking lot, median, or transportation corridor.

...

(h) Irrigation.

All required vegetation and landscaped areas must be provided with a permanent irrigation system, which may include a system supplied by water from an approved graywater treatment works.

~~(5) Native grasses must have a permanent irrigation source that is zoned separately from higher water demand landscapes. Plants shall be irrigated by zones according to their water demand. Once the grasses plants are established, irrigation to native grass areas can be reduced to a level that maintains coverage typical of the grass mix the plantings and to suppress weed growth.~~

...

(i) Landscape Plans.

...

(7) All landscape plans shall include an irrigation plan. Irrigation plans shall be certified by an irrigation design professional who has been certified through the Irrigation Association (CID), or a similar EPA WaterSense labeled certification program.

~~(i) This certification will be required on all irrigation plans no later than three years after December 21, 2022. The irrigation plan shall also comply with the standards in the Submittal Standards for Improvements and Development (SSID) manual.~~

...

(10) An equivalent species may be substituted in the field without prior written approval of the Director. Plants are "equivalent" if they have the same growth habit and rate, same cover, leafing, shade characteristics and function, have similar water requirements as identified as the City of Grand Junction Suitable Plants List, and thrive in the same microclimate, soils, and water conditions.

...

(ii) Turf shall not be substituted without prior written approval from the Director.

(j) Protection of Landscape Areas.

All required landscape areas (except in the right-of-way where a street side curb does not exist) shall be protected from vehicles through the use of concrete curbing, large rocks, or other similar obstructions.

...

(l) Sight Distance.

The owner shall maintain all vegetation, fences, walls, and berms so that there is no sight distance hazard nor road or pedestrian hazard. See GJMC 8.32.060 and TEDS (GJMC Title 29).

(m) Soil and Planting Beds.

Soil in required landscape areas must be amended and all vegetation planted in accordance with good horticultural practices.

...

(n) Planting Standards.

(1) All required landscaping shall be installed, maintained, and protected as shown on the approved plan.

...

(o) Maintenance.

(1) The owners, tenants, and occupants, including homeowners' associations, for all new and existing uses in the City must maintain required landscaping in a healthy, growing, neat and well-maintained condition:

...

(ii) Any required plant that dies or is substantially damaged due to improper maintenance must be replaced with an equivalent live plant within 90 days of plant death or by the next April 1.

...

...

21.07.060. Street frontage landscape.

(a) For all development, except construction of one or two dwelling units or development within the MU-3 zone district, the owner shall provide and maintain a minimum fourteen-foot-wide street frontage landscape adjacent to the public right-of-way.

(1) Where detached walks are provided, or where a building is constructed to a five-foot front setback, a minimum street frontage landscape of five feet is acceptable. Where a front setback is reduced to less than five feet, the minimum street frontage landscape

of five feet applies, and the equivalent area and plantings not installed within the frontage shall be provided in another location within the same development.

...

21.07.070. Public right-of-way.

...

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

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

...

...

...

21.14 MEASUREMENTS AND DEFINITIONS

...

21.14.020. Definitions.

...

(b) Terms Defined.

...

F

...

Functional artificial turf means artificial turf that is:

(a) Located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include a playground, a sports field, a picnic ground, an amphitheater, a portion of a park, and the playing area of a golf course, such as a driving range, chipping and putting green, tee box, green, fairway, and rough; or

(b) A component of a product designed and approved by a professional engineer for civic infrastructure projects, including but not limited to covers for solid waste facilities and brownfield sites and revetments for slopes, channels, levees, and dams.

Functional turf means turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include

playgrounds; sports fields; picnic grounds; amphitheaters; portions of parks; and the playing areas of golf courses, such as driving ranges, chipping and putting greens, tee boxes, greens, fairways, and roughs an area of turf measuring no less than 30 feet in width and length with a minimum area 1,500 square feet for the purposes of common recreational uses open to the public, members of a neighborhood, or clients and/or customers of a commercial or office use.

...

...

INTRODUCED on first reading this 5th day of November 2025 and ordered published in pamphlet form.

ADOPTED on second reading this 3rd day of December 2025 and ordered published in pamphlet form.

ATTEST:

Cody Kennedy
President of the City Council

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #4.a.ii.

Meeting Date: December 3, 2025

Presented By: John Shaver, City Attorney, Jay Valentine, General Services Director, Scott Hockins, Deputy Information Technology Director

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

An Ordinance Authorizing, Approving and Confirming a Lease to NCWPCS MPL 34 Year Sites Tower Holdings, LLC (NCWPCS), by and through CCATT, LLC, (CCATT) for Use of Real Property Located at 2057 South Broadway Road, Grand Junction, Colorado for Communication Equipment and Ratifying All Actions Heretofore Taken and in Connection Therewith

RECOMMENDATION:

Conduct a public hearing and adopt and approve on second reading and pass for publication in pamphlet form an ordinance concerning a lease to NCWPCS for use of real property located at 2057 South Broadway Road, Grand Junction, Colorado for communication equipment.

EXECUTIVE SUMMARY:

The City owns property at 2057 South Broadway which New Cingular Wireless PCS, an affiliate of CCATT LLC, has previously leased for a telecommunications facility. The City Information Technology Department has negotiated with MD7, a wireless lease management and services company, to lease the 2057 South Broadway location to NCWPCS as described in the lease. The City and CCATT have agreed to certain terms and conditions for the use of the property and, in accordance with the lease, the City and CCATT desire to enter into the same as a contract.

BACKGROUND OR DETAILED INFORMATION:

In 2014, the City Council adopted an Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding

broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP. In 2016, the City Council adopted a Wireless Master Plan (WMP) to serve as a general planning tool to limit unnecessary proliferation of wireless infrastructure while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community.

The WMP identifies areas where coverage is needed and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. Siting standards and preferences for new communication facilities to ensure compatibility are addressed in the WMP.

The City owns property at 2057 South Broadway which New Cingular Wireless PCS, an affiliate of CCATT LLC has previously leased for a telecommunications facility. The City Information Technology Department has negotiated with MD7, a wireless lease management and services company, to lease the 2057 South Broadway location to NCWPCS as described in the lease. The City and CCATT have agreed to certain terms and conditions for the use of the property and, in accordance with the lease the City and CCATT desire to enter into the same as a contract.

FISCAL IMPACT:

Because the leased property is on Tiara Rado golf course, the revenue generated from the lease is allocated to the golf course enterprise fund.

SUGGESTED MOTION:

I move to adopt Ordinance 5287, an ordinance concerning a lease to NCWPCS for use of real property located at 2057 South Broadway Road, Grand Junction, Colorado for communication equipment on final passage and order final publication in pamphlet form.

Attachments

1. ORD-Crown Cingular Lease 20251104
2. AGR-Crown Castle Lease Amendment 20251120

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING, APPROVING AND CONFIRMING A LEASE TO NCWPCS MPL 34 YEAR SITES TOWER HOLDINGS LLC (NCWPCS), BY AND THROUGH CCATT LLC, (CCATT) FOR USE OF REAL PROPERTY LOCATED AT 2057 SOUTH BROADWAY ROAD, GRAND JUNCTION, COLORADO FOR COMMUNICATION EQUIPMENT AND RATIFYING ALL ACTIONS HERETOFORE TAKEN AND IN CONNECTION THEREWITH

Recitals:

In 2014 the Grand Junction City Council adopted an Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP.

In 2016 by and with Ordinance 4703 City Council adopted a Wireless Master Plan (WMP) to serve as a general planning tool to limit unnecessary proliferation of wireless infrastructure while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community. The WMP identifies areas where coverage is needed and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. Siting standards and preferences for new communication facilities to ensure compatibility are addressed in the WMP.

The City of Grand Junction (City) owns property at 2057 South Broadway which New Cingular Wireless PCS, an affiliate of CCATT LLC has previously leased for a telecommunications facility. The City Information Technology Department has negotiated with MD7, a wireless lease management and services company, to lease the 2057 South Broadway location to NCWPCS as described in the lease. The City and CCATT have agreed to certain terms and conditions for the use of the property and in accordance with the lease, which is attached to and incorporated by this reference ("Lease") as if fully set forth, the City and CCATT desire to enter into the same as a contract.

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

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance the City Council of the City of Grand Junction, Colorado hereby authorizes, confirms, and ratifies the Lease; and,
2. All actions heretofore taken by the officers, employees and agents of the City relating to the leasing of the Property as described or referred to herein and which actions are consistent with the provisions hereof are hereby ratified, approved, and confirmed; and,

3. The Lease in the form attached hereto is hereby approved. The City Manager and the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions hereof, including, without limitation, the execution and delivery of the signature(s) to affect the intent and purposes hereof.

4. If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

5. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the lawful objectives sought to be obtained.

INTRODUCED ON FIRST READING, PASSED for publication this 19th day of November 2025 in pamphlet form, and setting a hearing for December 3, 2025, by the City Council of the City of Grand Junction, Colorado.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this ____ day of December 2025 by the City Council of the City of Grand Junction, Colorado.

Cody Kennedy
President of the City Council

Attest:

Selestina Sandoval
City Clerk

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (“**First Amendment**”) is to be effective as of the date of the last signature below (the “**Effective Date**”), by and between THE CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipality with a mailing address of 250 North 5th St., Grand Junction, CO 81501 (“**Landlord**”), and NCWPCS MPL 34 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (“**Tenant**”).

WHEREAS, Landlord and Tenant, as successor in interest to New Cingular Wireless PCS, LLC a Delaware limited liability company, are parties to that certain Option and Lease Agreement dated April 16, 2009 (as amended and/or assigned, the “**Agreement**”), for the lease of property located in Grand Junction, Mesa County, Colorado, as more particularly described in the Agreement (the “**Premises**”), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Landlord is the current landlord under the Agreement;

WHEREAS, Tenant is the current tenant under the Agreement;

WHEREAS, Landlord and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this First Amendment.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

3. **Term.** Section 3(b) of the Agreement is hereby deleted in its entirety, and the following is inserted in its place:

“(b) This Agreement will automatically renew, unless terminated in accord with Paragraph 6 for five (5) five (5) year term(s) (each five (5) year term shall be defined as the “**Extension Term**”), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.”

4. **Revenue Sharing.** In addition to the rent currently paid by Tenant to Landlord pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Premises, if, after full execution of this First Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not already a subtenant on the Premises (each a “**Future Subtenant**”), Tenant agrees to pay to Landlord fifteen percent (15%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the “**Additional Rent**”) within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises. There shall be no express or implied obligation for Tenant to sublease, license or otherwise allow occupancy of the Premises. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Premises prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue.

5. **Government Approvals.** If requested by Tenant, Landlord will execute, at Tenant’s sole cost and expense, all documents reasonably required by any governmental authority in connection with any development of or construction on the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto. Landlord will agree to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord will from time to time as reasonably necessary agree to appoint Tenant as Landlord’s Attorney in Fact to execute on landlord’s behalf a land use application(s), permit(s), license(s) and other approval(s) (“**Application(s)**”) consistent with the purposes of the Agreement subject to and following Landlord’s prior review and approval of the Application(s). The Landlord’s timely prior review and approval of the Application(s) shall not be unreasonably withheld.

6. **Representations, Warranties and Covenants of Landlord.** Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord possesses fee simple title to the real property on which the Premises is located and is the Landlord under the Agreement.

(b) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord’s obligations under the Agreement as amended hereby.

(c) Tenant is not currently in default under the Agreement, and to Landlord’s knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(d) Landlord agrees to provide such further assurances as may be requested by Tenant to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure

Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

(e) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

5. **Notices.** The notice addresses for Tenant and Landlord set forth in the Agreement is hereby deleted in its entirety and replaced with the following:

Tenant: NCWPCS MPL 34 – Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to: CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Landlord: City of Grand Junction
c/o City Manager
250 North 5th St.
Grand Junction, CO 81501

6. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

7. **Counterparts.** This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

8. **Remainder of Agreement Unaffected.** In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

9. **Memorandum.** The parties acknowledge and agree that Tenant shall have the right to record a memorandum of this First Amendment in the appropriate real estate records in the county where the Premises is located without any further action by Landlord.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Option and Lease Agreement to be duly executed effective as of the date last written below.

LANDLORD:

City of Grand Junction, a Colorado home rule municipality

By: _____
Michael P. Bennett
City Manager

ACKNOWLEDGMENT

State of Colorado)

County of Mesa)

The First Amendment to Option and Lease Agreement was acknowledged before me on _____, 2025, by Michael P. Bennett, as City Manager of the City of Grand Junction, a Colorado home rule municipality, on behalf of the municipality.

(Notary's official signature)

(Commission Expiration)

Site Name: REDLANDS2
Business Unit #: 857401

TENANT:

NCWPCS MPL 34 – YEAR SITES TOWER
HOLDINGS LLC,
a Delaware limited liability company,

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

State/Commonwealth of _____)

County of _____)

The record was acknowledged before me on _____, 2025, by _____,
as _____ of **CCATT LLC**, a Delaware limited liability company, as Attorney in Fact
for NCWPCS MPL 34 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company
on behalf of the limited liability company.

(Notary's official signature)

(Title of office)

(Commission Expiration)



Grand Junction City Council

Regular Session

Item #4.a.iii.

Meeting Date: December 3, 2025

Presented By: Jay Valentine, General Services Director

Department: Finance

Submitted By: Jodi Welch

Information

SUBJECT:

An Ordinance for Supplemental Appropriations

RECOMMENDATION:

Staff recommends approval of the ordinance.

EXECUTIVE SUMMARY:

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to re-appropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is predominantly for the repayment of the short-term loan for the Material Recovery Facility in the solid waste fund and Council authorized use of General Fund Reserve for the Liberty Apartments project (Aspire) and Counseling and Education Center.

BACKGROUND OR DETAILED INFORMATION:

The budget is adopted by the City Council through an appropriation ordinance to authorize spending at a fund level based on the line-item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to re-appropriate funds for capital projects that began in one year and need to be carried forward to the current year to be completed. Supplemental appropriations are also required to approve new projects or expenditures.

The supplemental appropriation of \$18,091,000 in the Solid Waste Fund (Fund 302) is

for the repayment of the short-term loan for the Material Recovery Facility. Certificates of Participation will be issued this month in order to repay the short-term loan and provide any additional funds needed for the project.

In the September 15, 2025, workshop, Council directed staff to use \$52,933 in General Fund (Fund 100) reserve for the Liberty Apartments (Aspire) project, as supported by Council's adopted Resolution 63-25, adopted September 17, 2025, for a total of \$938,464 for Phase One of the Liberty Apartments Project by Aspire Residential, LLC. This is a transfer from the General Fund to the Sales Tax Capital Fund (Fund 201). Correspondingly, the additional spending of \$52,933 will be supplementally appropriated in the Sales Tax Capital Fund.

In the November 3, 2025, workshop, Council directed staff to use \$20,986 of the General Fund Reserve to fund \$20,985.84 Transportation Capacity Payment (Impact Fee), as well as engineering inspection fees for the Counseling and Education Center project in Orchard Mesa

Supplemental appropriation of \$1,697,529 is also required to complete the transfer of ARPA funds (Fund 114) to the Sales Tax Capital Fund (Fund 201) for spending in the housing budget associated with the Salt Flats property acquisition and infrastructure project that was carried forward from 2024 to 2025. This transfer is aligning the timing of the spend of ARPA revenue replacement funds with the Schedule of Expenditures of Federal Awards in the City's Annual Comprehensive Financial Report. Finally, additional supplemental appropriations are needed to transfer interest earned on ARPA funds to the General Fund reserve, which will close out the ARPA fund.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City. 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.

SUGGESTED MOTION:

I move to approve Ordinance No. 5288, making 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, upon final passage and order final publication in pamphlet form.

Attachments

1. RES-Liberty Funding 09.16.2025 vFinal
2. November 19th Supplemental List By Fund
3. 2025 Supplemental Appropriation Ordinance First Reading, November 19, 2025

RESOLUTION NO. ____-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND AND SIGN A REVISED FUNDING AGREEMENT FOR A CONDITIONAL FINANCIAL COMMITMENT OF \$938,464 FOR PHASE ONE OF THE LIBERTY APARTMENT PROJECT

Recitals:

By and with Resolution 83-24 the City Council approved \$885,531 to assist Aspire Residential LLC ("Developer") to assist in funding the construction of Phase One including 72 units of the 192-unit apartment Liberty Apartment complex located at 2651 Stacy Drive, Grand Junction ("Project.")

The Developer has requested additional. Also, the Developer requested that the project be considered in light of Resolution 45-25 adopted by the City Council on August 20, 2025. Resolution 45-25 concerns and provides that the City Council may waive certain development impact fees for affordable housing projects and, at the discretion of City Council, pay on behalf of an eligible project certain water and sewer fees. City staff has determined that the Project would be eligible for impact fee waiver(s), including parks, fire, police and transportation as provided in Resolution 45-25, as well as sewer-related fees. Accordingly, the Developer has made such a request.

At its September 15, 2025, work session the City Council heard a presentation from the Developer and directed that the Developer's request for additional funding be considered at the regular City Council meeting on September 17, 2025.

With the passage and adoption of this Resolution, the City Council is authorizing and directing the City staff to work with the Developer to draft an amendment to the previously approved Funding Agreement.

With the passage and adoption of this Resolution, the City Council is authorizing the City Manager to amend and execute a revised Funding Agreement with an additional City contribution of \$52,933 totaling \$938,464 of funding for the Project; the funding being allocated as follows; \$287,401 to payment of sewer fees and \$651,063 to the project. Consistent with Resolution 45-25 the City Council waives the payment of development impact fees. The funding contemplated by the Funding Agreement is expressly contingent and conditioned on an award to the Developer of Proposition 123 Equity Program or Concessionary Debt and negotiation and the supplemental appropriation of \$52,933 from City General Fund reserves being heard, approved and becoming legally effective as provided by law.

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

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Recitals are incorporated herein and in consideration of the same and with due deliberation the City Council expresses its conditional support for an

additional financial commitment by the City of \$52,933 for a total of \$938,464 in support of the Liberty Apartment project.

2. The City Council by and with this Resolution authorizes the City Manager and City Attorney to amend the Funding Agreement as provided in this Resolution.
3. The City Council by and with this Resolution authorizes the City Manager to initiate supplemental budget appropriations, subject to the adoption by the City Council of the introduce and heard appropriation ordinance, to allocate an additional sum of \$52,933 from the General Fund reserves to conditionally support the Liberty Apartment project.
4. This Resolution and any commitment(s) made or purported to be made are conditional and the City is not and shall not be obligated by the passage and adoption hereof unless and until each and every condition of law and policy are satisfied to as determined by the City Council in its sole and absolute discretion.

FURTHERMORE, BE IT RESOLVED THAT

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

Passed and adopted this 17th day of September 2025.

Cody Kennedy
President of the City Council
ATTEST:

Selestina Sandoval
City Clerk

Supplemental Appropriation List By Fund
November 19, 2025

Fund	Description
General Fund 100	
New	Aspire-Liberty Apartments Impact Fees Transfer to Capital Fund
New	Counseling and Education Center Impact Fees
	Total General Fund Supplemental Appropriation
ARPA Fund 114	
New	Transfer to Sales Tax Capital Improvement Fund - Salt Flats
New	Transfer of Interest on ARPA Funds to General Fund
	Total ARPA Fund Supplemental Appropriation
Sales Tax Capital Improvement Fund 201	
New	Aspire-Liberty Apartments Impact Fees
	Total Sales Tax Capital Improvement Plan Fund Supplemental Appropriation
Solid Waste and Recycling Fund 302	
New	Repayment of short term loan for Material Recovery Facility
	Total Solid Waste/Recycling Fund Supplemental Appropriation

Amount
52,933
20,986
73,919
1,555,785
141,744
1,697,529
52,933
52,933
18,091,000
18,091,000

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	\$ 73,919
ARPA Fund	114	\$ 1,697,529
Sales Tax CIP Fund	201	\$ 52,933
Solid Waste and Recycling Fund	302	\$ 18,091,000

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 19th day of November 2025.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this 3rd day of December, 2025

President of the Council

Attest:

City Clerk