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**CITY COUNCIL AGENDA
WEDNESDAY, DECEMBER 17, 2025
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

- a. Proclaiming December 17, 2025, as a Day of Recognition for the Persigo Environmental Laboratory Staff

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 17, 2025 or 4) submitting comments [online](#) until noon on Wednesday, December 17, 2025 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Boards and Commission Liaison Reports

CONSENT AGENDA

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

1. Approval of Minutes

- a. Summary of the December 1, 2025 Workshop
- b. Minutes of the December 3, 2025 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Authorizing the Scheduled Increase of Employer Match to Police & Fire 401a Plans and Setting a Public Hearing for January 7, 2026
- b. Quasi-judicial
 - i. Introduction of an Ordinance to Vacate 0.89 Acres of Public Right-of-way Located Northeast of 30 Road and E Road and South of the Denver and Rio Grande Railroad, and Set a Public Hearing for January 7, 2026
 - ii. 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 Fox Grove Annexation of 4.88 acres, Located at 3071 E 1/2 Road and Setting a Hearing for January 21, 2026
 - iii. 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 Morelli Annexation of 2.56 acres, Located on Unaddressed Property Between 3105 E 1/2 Road and 3112 I-70B, and Setting a Hearing for January 21, 2026
 - iv. Introduction of an Ordinance Zoning the Ricciardella Annexation to RM-8 (Residential Medium 8), Located at 2716 B 1/4 Road, and Setting a Hearing for January 7, 2026

3. Continue Public Hearings

- a. Legislative
 - i. 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 - ***Continued to January 7, 2026***

4. Agreements

- a. An Intergovernmental Agreement (IGA) Concerning the Adoption of the Local Match Funding for Grand Valley Metropolitan Planning Organization (GVMPO) for FY 2026
- b. An Intergovernmental Agreement (IGA) Concerning the Adoption of the Local Match Funding for Grand Valley Transit (GVT) Public Transit Services for FY 2026

5. Resolutions

- a. A Resolution Designating the Location for the Posting of the Notice of Meetings, Establishing the 2026 City Council Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council
- b. A Resolution Adopting the City of Grand Junction Legislative Policy

REGULAR AGENDA

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

6. Public Hearings

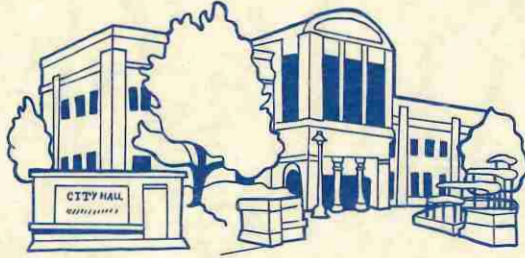
- a. Legislative
 - i. An Ordinance Authorizing, Approving and Confirming an Agreement Between the United States of America, the Grand Valley Water Users Association, and the City of Grand Junction Concerning Transferring the Open Ditch and Piped Drain Known and Referred to as the Triangle Drain a Part of the Grand Valley Project to the City and Ratifying All Actions Heretofore Taken and in Connection Therewith
 - ii. An Ordinance Eliminating the Vendor's Fee Reduction
- b. Quasi-judicial
 - i. A Resolution Accepting the Petition for the Annexation of 27.20 Acres of Land and Ordinances Annexing and Zoning the Messick-Dangler Annexation to Public, Civic, and Institutional Campus (P-2), Located at 378 30 Road

7. Non-Scheduled Comments

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

8. Other Business

9. Adjournment



City of Grand Junction, State of Colorado

Proclamation

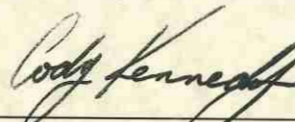
- Whereas,** wastewater surveillance has become a vital public-health tool, providing early detection of emerging pathogens, tracking community health trends, and supporting data-driven decision-making; and
- Whereas,** the State of Colorado, through Governor Jared Polis, has formally recognized the essential contributions of wastewater utilities and laboratory professionals by proclaiming December 1–5, 2025 as “Wastewater Utility Appreciation Week”; and
- Whereas,** the Persigo Environmental Laboratory, managed by the City of Grand Junction, has served as a leading sentinel site in Colorado’s statewide wastewater surveillance program, contributing high-quality, timely, and scientifically rigorous data to protect the health and well-being of residents; and
- Whereas,** the Persigo Environmental Laboratory staff have demonstrated exceptional dedication, technical expertise, and professionalism over a surveillance period of 192 weeks which have resulted in testing 377 samples for SARS CoV-2, 439 samples for influenza (flu A + B), 126 samples for respiratory syncytial virus (RSV), 121 samples for enterovirus D68, 136 samples for mpox, 49 samples for West Nile virus, and 47 samples for measles that directly support public-health preparedness and response; and
- Whereas,** their work has strengthened partnerships among local, state, and federal agencies, improved the understanding of community health trends, and enhanced Grand Junction’s ability to remain resilient in the face of current and future public-health challenges; and
- Whereas,** the City Council of Grand Junction recognizes that the success of this important surveillance program is made possible by the commitment, skill, and public-service ethic of the Persigo Environmental Laboratory team.

NOW, THEREFORE, the City Council of the City of Grand Junction, Colorado, does hereby proclaim December 17, 2025, as a day to honor and recognize the

Persigo Environmental Laboratory Staff

for their crucial role in advancing wastewater surveillance, protecting public health, and contributing to the statewide recognition highlighted in Governor Jared Polis’ December 1–5, 2025 Wastewater Utility Appreciation Week Proclamation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 17th day of December 2025.



Mayor



GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

December 1, 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, Deputy City Clerk Misty Williams, and City Clerk Selestina Sandoval.

1. Discussion Topics

a. HomewardBound of the Grand Valley Funding Request

Following the City Council discussion at the October 13, 2025, Workshop, Council requested Homeward Bound of the Grand Valley (HBGV) to attend the next regularly scheduled Workshop on November 3, 2025, to present their request for funding. HBGV requested that this meeting be postponed until the completion of their review of their next steps as an organization. Specifically, Council requested information on the amount of funding being requested, information regarding all requests to other entities and pending funding amounts, a complete picture of the financial gap HBGV is facing, funding calculations that determined the closure(s), and how many weekends the North Ave. shelter would be closed prior to opening in the winter months. Also requested were financials, including revenues, expenditures, payroll structure, cash flow projections, and burn rate, and the number of people served at the shelter, daily costs, and how many were served elsewhere during the closure. Since this time, HBGV has reopened the shelter seven days a week, and the HBGV Board has voted to permanently close the shelter in early 2026.

Interim Executive Director Dan Prinster and Chair of the Board of Directors Brittany Bear were present to answer questions.

Key points included:

- Capacity and Staffing:
 - North Avenue: Licensed for 150 beds but operating at 90 due to staffing and safety.
 - Pathways: Licensed for 134, operating at 100 for flexibility and safety.

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- Closure Impacts:
 - Data shows fluctuating occupancy during closures. Some individuals did not return immediately.
 - New admission criteria have led to some individuals being turned away (e.g., for substance use).
- Length of Stay and Efficiency Goals:
 - Many clients exceed 90-day stays.
 - A goal to enforce stay limits and improve case management to increase shelter turnover and help more people.
- Financial Overview:
 - Monthly operating costs (current): North Avenue – \$60K; Pathways – \$80K.
 - Past budget: \$2.3M; new lean budget goal: \$1.5M.
 - Bray Real Estate & anonymous donor raised \$150K for North Ave (Oct–Dec).
 - Pathways needs \$40K more for December; total fundraising gap through February is ~\$300K.
- Strategic Plan:
 - Consolidate operations into Pathways shelter only (effective Feb 27, 2026).
 - Goal: One 100-bed facility with improved case management.
 - Recommendation: Sell North Avenue property to pay debt and reinvest in operations.

Council Discussion:

- Broad concern about winter shelter availability and downstream impacts of consolidation.
- General support for HomewardBound's strategic pivot.
- Recognition that the funding crisis is systemic and not unique to HomewardBound.
- Council supported releasing \$185K in remaining 2025 funds to HomewardBound for use at their discretion (likely prioritizing Pathways).
- Future discussion in early 2026 to consider additional funding, especially if new contributions fall short.
- County has tentatively earmarked \$30K for early 2026 support.
- Ongoing coordination with other municipalities and agencies was encouraged.

b. Museums of Western Colorado – Continued to December 15, 2025

c. Proclamation Review

The regularly scheduled Civic Proclamations were shared with Council for review and feedback.

- Council reviewed the standard list of recurring proclamations.
- Proclamations serve as statements of support or acknowledgment by Council.
- Councilmembers can still bring forward other requests at any time.
- No objections or changes to the list were raised.

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d. City Council 2025–2026 Legislative Policy

This item was for the City Council to review the City Council's Legislative Policy (Policy) and consider adoption of its 2025-2026 legislative priorities. The Policy is intended to establish the roles of staff and Council with regard to legislative tracking, advocacy, and communication. The Policy also includes the annual adoption of the Council legislative priorities to position the City for advocacy on relevant legislative matters. Resolution No. 85-24 was adopted by City Council in November 2024, which established a Council Legislative Policy and established the City Council's general support for the CML 2024-2025 Legislative Statement, which guided the City's legislative work through the 2025 General Assembly Regular Session.

Assistant to the City Manager Johnny McFarland presented this item.

- Reviewed and reaffirmed legislative engagement policy and process.
- Council typically aligns with Colorado Municipal League (CML) positions.
- Council retains the ability to take independent positions if needed.
- Staff provides weekly legislative updates during the session.
- Policy reaffirmed without changes.
- Consensus to improve Council communication and updates during the legislative session via workshops.

2. Council Communication

Open discussion by councilmembers included:

- Support for regional planning discussions on homelessness with Mesa County and other municipalities.
- Suggestion to organize an appreciation/send-off for departing City Attorney John.

3. Next Workshop Topics

City Manager Bennett gave a summary of upcoming Workshop topics, which included: Museums of Western Colorado, Colorado Mesa University update and the Parks Fee Discussion (tentative).

4. Other Business

There was none.

5. Adjournment

There being no further business, the workshop was adjourned at 7:19 p.m.

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Grand Junction City Council
Minutes of the Regular Meeting
December 3, 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 3rd day of December, at 5:30 p.m. Those present were Councilmembers Robert Ballard, Scott Beilfuss, Laurel Lutz, Jason Nguyen, Ben Van Dyke, and Council President Cody Kennedy. Councilmember Anna Stout was absent.

Also present were City Manager Mike Bennett, City Attorney John Shaver, Chief Financial Officer Jay Valentine, Deputy City Manager Kimberly Bullen, Communications Engagement Manager Kelsey Coleman, Communications Supervisor Hannah Key, Assistant City Attorney Jeremiah Boies, Community Development Director Tamra Allen, Principal Planner Tim Lehrbach, Utilities Director Randi Kim, 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.

Presentations

2026 Calendar Artist Recognition

Communications Supervisor Hannah Key gave an introduction of the City of Grand Junction 2026 Calendar Artist Recognition program. Council President Kennedy provided comments on the new calendar, and introduced the artists being recognized.

Appointments

To the Mesa County Building Code Board of Appeals

Councilmember Lutz moved and Councilmember Nguyen seconded to ratify the appointment of Burke Martin to the Mesa County Building Code Board of Appeals for a term expiring December 31, 2028. Motion carried by a unanimous voice vote.

To the Urban Trails Committee

Councilmember Nguyen moved and Councilmember Van Dyke seconded to appoint Anna Quach to the Urban Trails Committee for a partial term expiring June 30, 2026. Motion carried by a unanimous voice vote.

Public Comments

Public comments were heard from Henry Brown, Mary Ann Taigman, and Karen Barenger.

City Manager Report

City Manager Mike Bennett acknowledged City Attorney John Shaver's retirement after 35 years, and his service to the City of Grand Junction. Council President Kennedy read a proclamation in honor of Mr. Shaver and presented him with gifts from the City. Comments were heard from all the Councilmembers.

Boards and Commission Liaison Reports

Councilmember Beilfuss reported on the Homeless Informational Meeting, National Vehicle Registry Collective, Business Incubator Christmas Fair, Avalon Foundation, and the Horizon Drive roundabout ribbon-cutting.

Councilmember Van Dyke reported on the Parade of the Lights that will be taking place December 6, 2025, and events that will be happening during that time.

Councilmember Lutz reported on the Grand Junction Housing Authority meeting.

Council President Kennedy reported on the parking meeting with the Downtown Development Authority, Museums of Western Colorado workshop item to be heard on December 15, 2025, Grand Junction Economic Partnership, and Grand Junction Regional Airport runway progress.

CONSENT AGENDA

1. Approval of Minutes

- a. Summary of November 17, 2025, Workshop
- b. Minutes of 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

Councilmember Van Dyke moved and Councilmember Ballard seconded to adopt Consent Agenda Item #1-3. Motion carried by a unanimous voice vote.

REGULAR AGENDA

- 4.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 - Continued from November 19, 2025**

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 proposed 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.

Principal Planner Tim Lehrbach gave a presentation on the Zoning and Development Code amendments and was available to answer questions from Council.

Comments were heard from Councilmembers Beilfuss and Ballard, and Council President Kennedy.

The public hearing opened at 6:34 p.m.

No comments were heard.

The public hearing closed at 6:34 p.m.

There were no additional comments heard from Council.

Councilmember Nguyen moved, and Councilmember Beilfuss seconded to adopt Ordinance No. 5283, an ordinance amending Title 21 Zoning and Development Code, regarding Landscaping, Buffering, and Screening and Measurements and Definitions, on final passage and ordered final publication in pamphlet form. The motion carried 4-2 by a roll call vote, Councilmembers Ballard and Van Dyke voted no.

4.a.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

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.

City Attorney John Shaver provided a presentation of the lease and was available to answer questions.

There were no comments heard from Council.

The public hearing opened at 6:39 p.m.

No comments were heard.

The public hearing closed at 6:39 p.m.

There were no additional comments heard from Council.

Councilmember Ballard moved, and Councilmember Lutz seconded 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 ordered final publication in pamphlet form. The motion carried 6-0 by a unanimous roll call vote.

4.a.iii. An Ordinance for Supplemental Appropriations

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 begin 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.

Chief Financial Officer Jay Valentine presented information on the supplemental appropriations and was available to answer questions from Council.

There were no comments heard from Council.

The public hearing opened at 6:43 p.m.

No comments were heard.

The public hearing closed at 6:43 p.m.

There were no additional comments heard from Council.

Councilmember Van Dyke moved, and Councilmember Ballard seconded to adopt Ordinance No. 5288, an ordinance 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, on final passage and ordered final publication in pamphlet form. The motion carried 6-0 by a unanimous roll call vote.

7. Non-Scheduled Comments

There were none.

8. Other Business

There was no other business to be discussed.

9. Adjournment

The meeting adjourned at 6:45 p.m.

Selestina Sandoval, MMC
City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: December 17, 2025

Presented By:

Department: Human Resources

Submitted By:

Information

SUBJECT:

Introduction of an Ordinance Authorizing the Scheduled Increase of Employer Match to Police & Fire 401a Plans and Setting a Public Hearing for January 7, 2026

RECOMMENDATION:

EXECUTIVE SUMMARY:

BACKGROUND OR DETAILED INFORMATION:

FISCAL IMPACT:

SUGGESTED MOTION:

Attachments

None



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: December 17, 2025
Presented By: Daniella Acosta, Principal Planner
Department: Community Development
Submitted By: Daniella Acosta Stine, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance to Vacate 0.89 Acres of Public Right-of-way Located Northeast of 30 Road and E Road and South of the Denver and Rio Grande Railroad, and Set a Public Hearing for January 7, 2026

RECOMMENDATION:

The Planning Commission voted to recommend approval of this vacation (6,0).

EXECUTIVE SUMMARY:

The Applicant, 42 E Road Storage LLC, is requesting the vacation of approximately 0.89 acres of public right-of-way of Roadbook Petition in anticipation of future commercial development for the proposed Retail Flex Space and Mini-storage facility, which will be located at 3004 E Road. The request to vacate is consistent with the City's Comprehensive Plan and Circulation Plan.

BACKGROUND OR DETAILED INFORMATION:

The subject vacation area of 0.89 acres is located north of E Road and east of 30 Rd and south of the Denver and Rio Grande Railroad, on the northern portion of Lot 2 of Dollar General Subdivision. The subdivision occurred in 2025, resulting in the creation of Lot 2 (located at 3004 E Road), which is the site of the proposed retail flex space and mini-storage facility, and Lot 1, located at 492 30 Road, which currently contains a Dollar General. A roadbook petition right-of-way extends across the northern portion of Lot 2. According to Plat Note 5 on the Dollar General Subdivision, any future development of Lot 2 requires the vacation of the petitioned right-of-way occupying the northerly 60 feet of the property.

Now that the owners of 3004 E Road (42 E Road Storage, LLC) intend to develop Lot 2, they are fulfilling this plat obligation by seeking to vacate the road right-of-way prior

to submitting a development application for the proposed project.

The road right-of-way extends east–west along the Denver and Rio Grande Railroad corridor and runs for some distance beyond the subject property. However, it does not correspond with any adopted or planned roadway extensions in the City’s transportation network. The railroad corridor directly to the north effectively prevents the development of a parallel roadway in this alignment, and the presence of 30 Road, which already provides a north–south underpass connection to E Road and North Avenue, serves the area’s existing access needs.

As such, the road right-of-way is considered obsolete and unnecessary, functioning only as an encumbrance on Lot 2. Its vacation will allow the property to proceed with development consistent with City standards and the original plat conditions.

NOTIFICATION REQUIREMENTS

A Neighborhood Comment Meeting regarding the proposed rezone request was held on January 9, 2025, in accordance with Section 21.02.030(c) of the Zoning and Development Code. Other than the project’s representative and staff, no members of the public were in attendance.

Notice was completed consistent with the provisions in Section 21.02.030(g) of the City’s Zoning and Development Code. The subject property was posted with application signs on each street frontage on September 25, 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 property on November 14, 2025. The notice of the Planning Commission public hearing was published November 15, 2024 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review are set forth in Section 21.02.050(p) of the Zoning and Development Code. The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements. The vacation of the right-of-way or easement shall conform to the following:

1. The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies of the City;

The request to vacate approximately 0.89 acres of existing public right-of-way does not conflict with the Comprehensive Plan, Grand Junction Circulation Plan, or other adopted plans and policies of the City. The subject road right-of-way was established in 1896 and is not identified in the Grand Junction Circulation Plan for future roadway improvements or extensions. The area is designated Commercial in the One Grand Junction Comprehensive Plan and the Pear Park Neighborhood Plan, both of which envision this corridor as an area for retail, service, and employment uses located along major local and state roadways. Vacating this road right-of-way will not alter these planned land use characteristics or diminish transportation connectivity, as 30 Road and E Road already provide adequate circulation for the area.

Further, the vacation supports continued economic development and expansion of the adjacent commercially zoned (MU-1) property, aligning with the Comprehensive Plan's emphasis on responsible and managed growth and reinvestment in existing urbanized areas. Existing utility and drainage easements will remain in place, ensuring no impact to public infrastructure or service delivery.

Accordingly, staff has found this criterion has been met.

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

The proposed vacation will not result in any parcel being landlocked. The right-of-way proposed for vacation is located along the northern portion of the applicant's property and is entirely under the ownership and control of 42 E Road Storage, LLC. The vacated area does not provide access to any other property not owned by the applicant, and the adjoining parcels maintain access from existing public streets, including 30 Road and E Road.

As stated in the applicant's project report, "No parcel(s) of land not under the control of the applicant will be landlocked as a result of the proposed vacation." The road right-of-way area is unimproved and does not function as a means of access to any other property. Therefore, the vacation will not alter or restrict access to surrounding parcels or create any condition of landlocking.

Accordingly, staff has found this criterion has been met.

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

The proposed vacation will not restrict or diminish access to any surrounding parcels. The right-of-way proposed for vacation is unimproved as a roadway and does not function as a travel corridor or provide vehicular access to any other properties. All parcels in the vicinity, including those not under the applicant's ownership, are served by established public streets such as 30 Road and E Road, which provide direct and efficient access to the area.

Because the right-of-way does not currently serve public access purposes, its removal will not alter existing circulation patterns or affect the accessibility of adjacent lands. The vacation simply removes an obsolete and unused road right-of-way without imposing any new physical or economic barriers to access. As such, no property will experience reduced accessibility or loss of value as a result of the action.

Therefore, staff has found this criterion has been met.

4. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to

any parcel of land shall not be reduced (e.g., police/fire protection and utility services;

The proposed vacation will not create any adverse impacts on the health, safety, or welfare of the general community. The right-of-way area is not improved as a road and is not used for public access or circulation. Its removal from public ownership for a road will not affect emergency response routes or the delivery of essential services. Police and fire access to the surrounding area will continue to be provided via existing public streets, including 30 Road and E Road, both of which are designed to accommodate emergency vehicle access.

Existing public utilities and drainage facilities located within the right-of-way will remain in place, protected by appropriate easements to ensure ongoing access for maintenance and service. As a result, the vacation will have no effect on the functionality or quality of utility, drainage, or emergency services serving the area.

Because the right-of-way is functionally obsolete, its vacation will eliminate an unnecessary public encumbrance without reducing service levels or compromising public welfare.

Therefore, staff has found this criterion has been met.

5. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and

The proposed vacation will not inhibit the provision of public facilities or services to any property. The right-of-way proposed for vacation currently contains existing utility infrastructure, including a sanitary sewer main, natural gas line, drainage improvements, and irrigation facilities. These systems are not affected by the proposed action, as easements will remain in place to preserve full access for operation, maintenance, and future upgrades. As part of this request, the applicant will grant a northerly 27-foot easement to ensure adequate separation from the sanitary sewer—resulting in approximately 12 feet of clearance from the sewer's centerline on the west end and just over 10 feet on the east end—thereby maintaining the required utility protection and access.

The right-of-way area is not necessary for roadway circulation or service delivery, and the surrounding network of 30 Road and E Road provides sufficient access for public and private service providers. Because all utilities and access routes will remain intact, the vacation will not impair the City's ability to maintain or extend services consistent with GJMC § 21.05.020.

The removal of this unused road right-of-way therefore has no adverse effect on public infrastructure capacity or service provision and will continue to support the efficient delivery of essential utilities and facilities to the area. Accordingly, staff has found this criterion has been met.

6. The proposal shall not hinder public and City functions.

The proposed vacation will not hinder public or City functions. The right-of-way area is not used for access, transportation, or public infrastructure beyond existing utilities, which will remain protected by easements following the vacation. The removal of this unused and obsolete right-of-way will not disrupt any active City operations, public service routes, or maintenance responsibilities.

The City's ability to deliver essential services—including police, fire, and utility maintenance—will remain fully intact, as these functions are supported by existing and operational public streets such as 30 Road and E Road. The vacation request has undergone review by external agencies and utility providers, ensuring that no municipal, public, or private service functions are negatively impacted and that all necessary easement rights are preserved.

By eliminating a redundant public claim that no longer serves a community purpose, the road vacation helps streamline City property management and supports efficient land use consistent with adopted City policies.

Therefore, staff has found this criterion has been met.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the 42 E Road Storage LLC Road Right-Of-Way Vacation, VAC-2025-84, located northeast of 30 Road and E Road and south of the Denver and Rio Grande Railroad, the following findings of fact have been made with the recommended conditions of approval:

- The request with the following conditions conforms with Section 21.02.050(p) of the Zoning and Development Code.
- The property includes a sanitary sewer line and a sanitary sewer easement within the area of the right-of-way requested to be vacated. As a condition of vacating the right-of-way, the City is requiring a sanitary sewer easement be granted to the City by the property owner which covers 10' on either side of the centerline where the sewer line is installed for a total of at least 20'. The easement area will be covered in the 27' feet south of the north property line.

Therefore, Staff recommends approval of the requested vacation.

FISCAL IMPACT:

To be submitted with second reading.

SUGGESTED MOTION:

I move to introduce an ordinance to vacate 0.89 acres of the roadbook petition right-of-way located northeast of 30 Road and E Road and south of the Denver and Rio Grande Railroad on the northerly perimeter of 3004 E Road, and set a public hearing for January 7, 2026.

Attachments

1. Exhibit 1. Development Application
2. Exhibit 2. Neighborhood Comment Meeting
3. Exhibit 3. Vacation Legal Description
4. Exhibit 4. Vacation Map Exhibit
5. Exhibit 5. Sewer Easement Exhibit Signed Stamped
6. Exhibit 6. Sewer Easement Legal Signed Stamped
7. Exhibit 7. Planning Commission Minutes - 2025 - Dec 9 - DRAFT

Development Application

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

Petition For:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Digitally signed by Tom Logue
DN: cn=Tom Logue, o, ou, email=talldc@msn.com, c=US
Date: 2015.09.24 08:50:37 -0600

Date

Signature of Legal Property Owner

Date

GENERAL PROJECT REPORT FOR:

**ROAD RIGHT-OF-WAY VACATION
APPLICATION**

GRAND JUNCTION, COLORADO
February, 2025
Rev. August 11, 2025

**PART A
REQUEST**

	PAGE
LOCATION MAP	1
REQUEST	1
ACCESS AND TRAFFIC CIRCULATION	2
LAND USE ZONING	2
LAND USE ZONING MAP	2
GRAND JUNCTION COMPREHENSIVE PLAN	3
EXISTING and SURROUNDING LAND USE	3
LAND USE MAP	
SITE PLAN	

**PART B
EVALUATION OF THE REQUEST**

	PAGE
VACATION APPROVAL CRITERIA	4 & 5

PREPARED FOR:

42 E ROAD STORAGE, LLC.
PO Box 1212, AMERICAN FORK, UT 84004
385-229-7709

This application is a request to vacate a 60 foot wide road right-of-way consisting of approximately 650 centerline feet comprising approximately 0.93 acres. The subject right-of-way was established as a highway by order of the Mesa County Commissioners in 1896 and is not identified in the *Grand Valley Circulation Plan*. The land adjoining the requested vacated areas is under the control of the owner/applicant. Vacation of the right-of-way will permit the future expansion efforts planned for the adjoining property.

The following are justifies for the vacation of the right-of-way:

- ✓ Maintains the existing utilities, easements and access.
- ✓ The request meets all of the approval criteria contained within the municipal code for vacation requests.
- ✓ Allow the owner/applicant to carry on with their expansion efforts.
- ✓ An increase in economic activity in the community due to the future construction efforts.



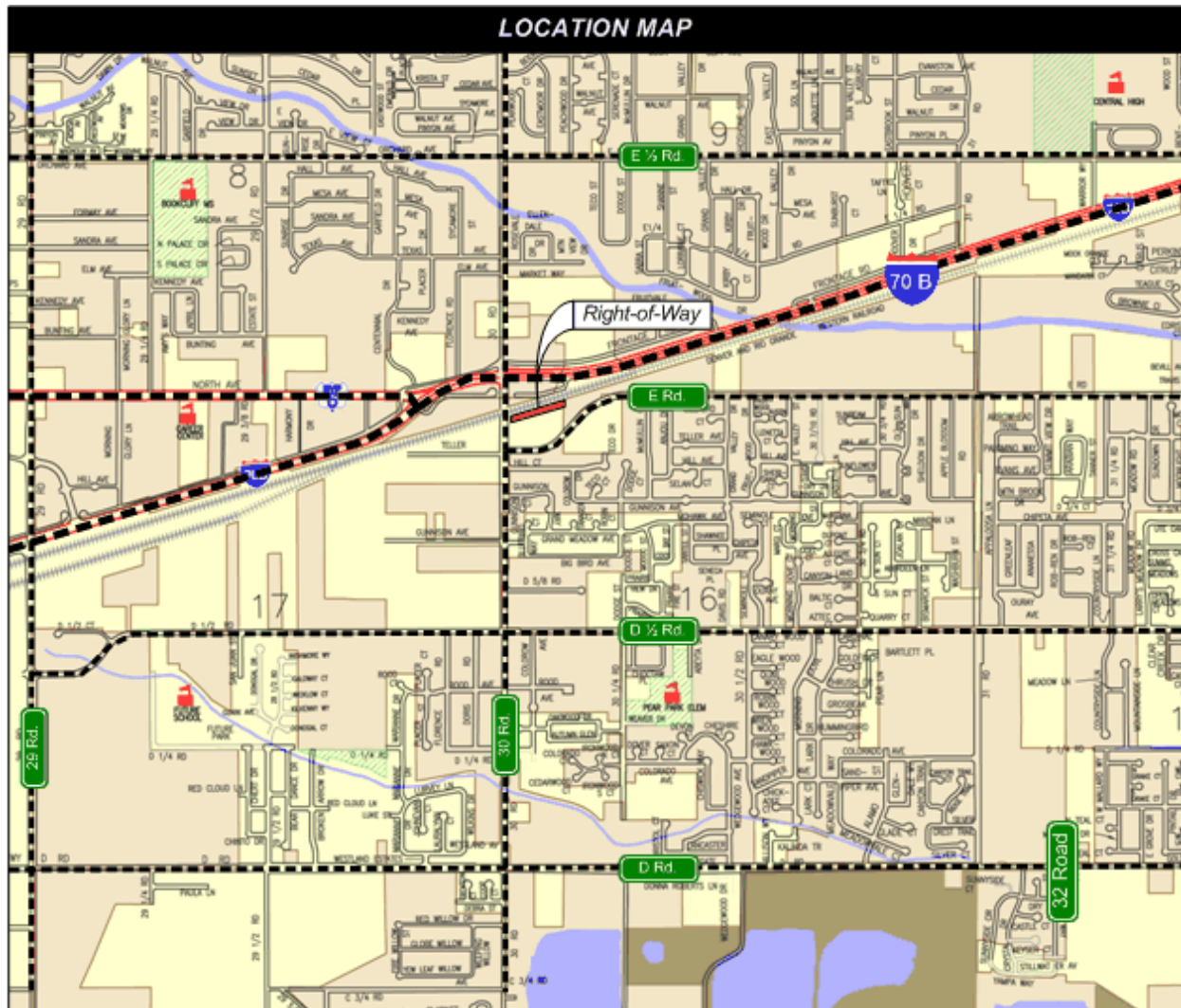
THOMAS A. LOGUE LAND DEVELOPMENT CONSULTANT
537 FRUITWOOD DRIVE • GRAND JUNCTION • COLORADO • 81504 • 970-434-8215

SITE LOCATION DATA

Address: Adjacent to 492 30 Road

Aliquot Section: NE ¼ Section 16, Township 1 North, Range 1 East, Ute Meridian

Latitude and Longitude: 39° 04' 35", -108° 29' 43"



REQUEST – This application is a request to vacate a 60 foot wide road right-of-way that was established as a highway by order of the Mesa County Commissioners in 1896 that crosses a property located northeast of 30 Road and E Road south of the railroad right-of-way. The proposed vacated area consists of approximately 650 centerline feet comprising approximately 0.93 acres.

The land adjoining the requested vacated areas is under the control of the owner/applicant. Vacation of the right-of-way will permit the future expansion efforts planned for the property adjoining the requested right-of-way's vacated area.

The requested right-of-way vacation will not impede access to any property not currently owned by the owner/applicant. Drawings contained herein, illustrates the relationship of the proposed right-

of-way vacation to the owner/applicant's current land ownership and the existing land uses adjoining the proposed road vacation.

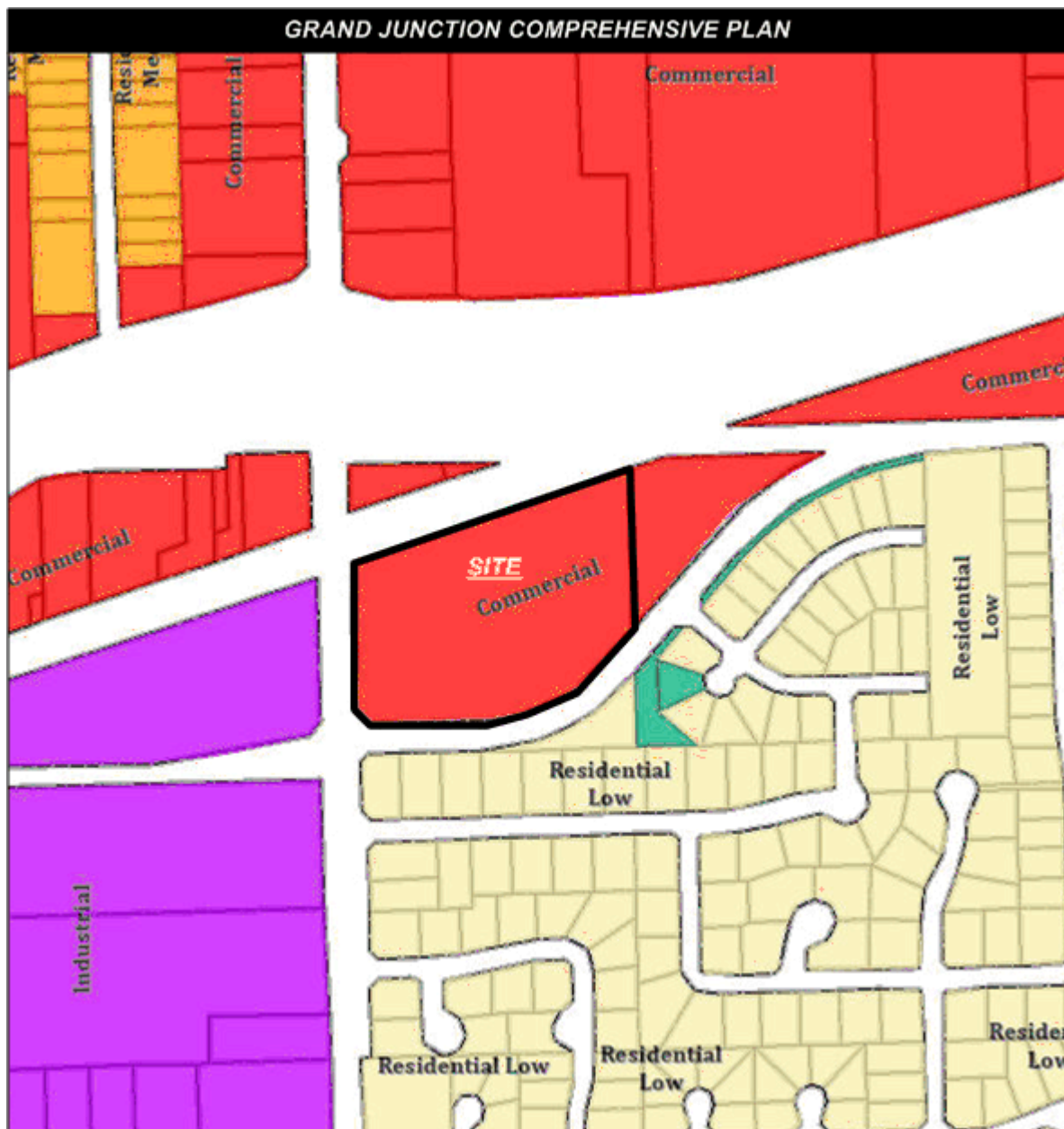
ACCESS AND TRAFFIC CIRCULATION - The *Grand Valley Circulation Plan* establishes functional road classifications and a conceptual local street network plan. According to the plan, the subject right-of-way is not classified nor identified as a roadway. Other nearby streets are, 30 road classified as a Minor Arterial and E Road classified as Major Collector.

LAND USE ZONING - An examination of the Grand Junction Zoning Map reveals that all of the property adjacent to the vacated areas is zoned: MU-1, (Mixed Use). Other nearby zones include Industrial and Residential Low designations.



One Grand Junction was adopted in December and supersedes and replaces the Comprehensive Plan, which was adopted in 2010. The Comprehensive Plan is not a definitive course of action or a legally binding obligation of what must be done. Rather, it is a guidance document that describes

what the community would like to become and what steps and actions, partnerships, and policies will move the City forward to achieving its vision. According to the plan land in the vicinity of the subject property is designated as “Commercial”.



EXISTING and SURROUNDING LAND USES – The land within the proposed vacated area is fallow and occupied by a Sanitary Sewer Main, Natural Gas Main, an underground drain and irrigation lines. The existing drainage and utility easements within the vacated area will remain. The surrounding land uses in the vicinity of the proposed right-of-way vacation is considered to be “medium” intensity. The area is dominated by the Union Pacific Railroad main line. In addition to nearby single family residential uses; a church, industrial and business endeavors can be found. The adjacent property owned by applicant is currently non irrigated fallow land and a Dollar General retail sales store. The following Land Use Map portrays land uses in the vicinity of the requested vacated right-of-way, followed by a Site Map:



INDEX	
ID	DESCRIPTION
1	Retail Sales
2	Church
3	Industrial
4	Retail Sales
5	Entertainment
6	Retail Sales
7	Retail Sales
8	Single Family Residential

Date: *February, 2025*
Scale: *1 in. = 200 ft.*



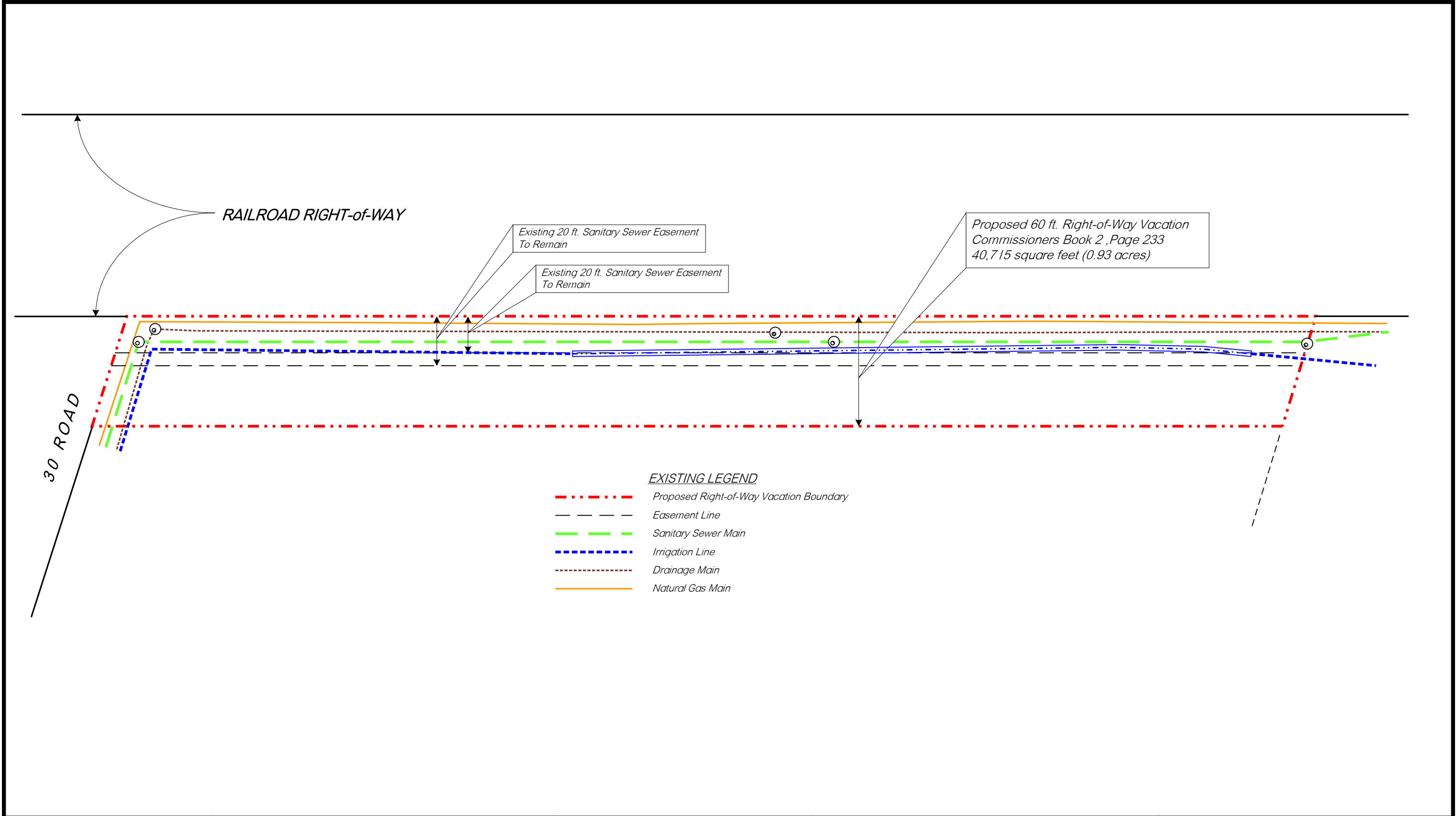
Prepared By:
THOMAS A. LOGUE
LAND DEVELOPMENT CONSULTANT
537 FRUITWOOD DRIVE, GRAND JUNCTION, COLORADO 81504
TALLDC@MSN.COM • (O)970-434-8215 • (M)970-260-2911

Prepared For:
SUMMIT POINT PARTNERS, LLC.
MARCUS JONES
PO Box 1212, AMERICAN FORK, UT 84004
385-2259-7709

**ROAD RIGHT-OF-WAY
VACATION REQUEST**
GRAND JUNCTION, COLORADO

LAND USE MAP

SHEET 1 OF 2



<p>Date: <i>February, 2025</i></p> <p>Scale: <i>1 in. = 50 ft.</i></p> 	<p>Prepared By:</p> <p>TAL THOMAS A. LOGUE LAND DEVELOPMENT CONSULTANT</p> <p><small>537 FRUITWOOD DRIVE, GRAND JUNCTION, COLORADO 81504 TALLDC@MSN.COM • (O)970-434-8215 • (M)970-260-2911</small></p>	<p>Prepared For:</p> <p>SUMMIT POINT PARTNERS, LLC. MARCUS JONES PO BOX 1212, AMERICAN FORK, UT 84004 385-2259-7709</p>	<p>ROAD RIGHT-OF-WAY VACATION REQUEST</p> <p>GRAND JUNCTION, COLORADO</p>	<p><i>SITE MAP</i></p> <p>SHEET <u>2</u> OF <u>2</u></p>
--	---	---	--	--

Evaluation of the **Vacation Request** is accomplished by using the six approval criteria for Vacations of Rights-of-Way or Easements in section 21.02.050 of the *Grand Junction Municipal Code*. The following response to each of the criteria illustrates compliance:

The vacation of the right-of-way or easement shall conform to the following:

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

RESPONSE: The vacated and adjacent area is identified as "Commercial" in the Comprehensive Plan. According to the plan, Characteristics of the designation is to provide for concentrated areas of retail, services, and employment that support both City residents and those in the surrounding region and is located at intersections or in areas along major local, state, and interstate roadways. Vacation of the right-of-way would not affect the characteristics of the Commercial designation. The Grand Junction Circulation Plan does not recognize the proposed vacated right-of-way. The subject property is located within the boundaries of the Pear Park Neighborhood Plan. The plan identifies future land use of the property as "Commercial" which is consistent with the Comprehensive Plan.

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

RESPONSE: No parcel(s) of land not under the control of the applicant will be landlocked as a result of the proposed vacation.

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

RESPONSE: Access to any parcels not owned by the applicant will not be restricted as a result of the requested right-of-way vacation

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

RESPONSE: Since the proposed vacated area is not improved there will be no adverse impacts to the general community and service providers. The existing utilities within the proposed right-of-way vacation area will remain in place together with the respective easements and will not be affected by the vacation.

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

RESPONSE: The existing public facilities within the vacated area will remain undisturbed and the existing utility and drainage easements along with access for maintenance will remain in place.

Criteria f. The proposal shall not hinder public and City functions.

RESPONSE: The public review process will insure that public and City functions will not be hindered.

Statement of Authority

The undersigned hereby executes this Statement of Authority, pursuant to the provisions of Section 38-30-172, C.R.S., on behalf of **42 E Road Storage LLC**, an entity other than an individual, capable of holding title to real property ("Entity"), and states as follows:

1. The Entity is a **Limited Liability Corporation** formed and existing under the laws of the following governmental authority: **State of Utah**.
 2. If formed under a governmental authority other than the State of Colorado, state the name under which the Entity has filed with the Colorado Secretary of State: **N.A.**
 3. The Entity's mailing address is: **PO Box 1212, American Fork, UT 84004**
 4. The name of the person or persons, or the position or positions, of the Entity authorized to execute instruments on behalf of the Entity to convey, encumber or otherwise affect the title to real property is/are: **Markus Jones, Manager**
- ☐ If **ALL** names or positions provided here are required for authority, please check this box. If box is not checked, then only one of the names or positions provided is necessary for execution of instruments on Entity's behalf.
5. The limitations upon the authority of the person or persons named above to bind the Entity are as follows: **NONE**
 6. Other matters concerning the manner in which the Entity deals with any interest(s) in real property are: **NONE**

This Statement of Authority amends or replaces any prior Statement of Authority executed on behalf of the Entity.

EXECUTED this 11 day of AUGUST, 2025

ENTITY: **42 E Road Storage, a Utah Limited Liability Corporation**

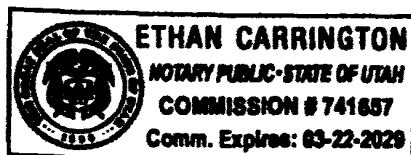
BY: Markus Jones
Markus Jones, Manager

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 11 day of AUGUST, 2025, by, **Markus Jones, Manager, 42 E Road Storage, LLC.**

Witness my hand and official seal.

My commission expires: 03-22-2029



Ethan Carrington
Notary Public

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) 42 E Road Storage LLC ("Entity") is the owner of the following property:

(b) Lot 2, Dollar General Subdivision, City of Grand Junction, Colorado

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

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

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

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

☒ The Entity is the sole owner of the property.

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

On behalf of Entity, I have reviewed the application for the (d) Right-of-Way Vacation

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

(e) None

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

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

Signature of Entity representative: Markus Jones

Printed name of person signing: Markus Jones

State of Utah)

County of UTAH) ss.

Subscribed and sworn to before me on this 11 day of AUGUST, 2025

by Markus Jones, Manager, 42 E Road Storage, LLC.

Witness my hand and seal.

My Notary Commission expires on 03-22-2029



Eth Carrington
Notary Public Signature



Special Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(b))

State Documentary Fee
Date: July 31, 2025
\$35.00

This Deed, effective as of **July 31st, 2025**, signed on the date(s) acknowledged below, by Grantor(s), **GRAND JUNCTION CO DG, LLC, A LOUISIANA LIMITED LIABILITY COMPANY**, whose street address is **3636 N CAUSEWAY, SUITE #200, Metairie, LA 70002**, City or Town of **Metairie**, County of **Jefferson** and State of **Louisiana**, for the consideration of **(\$350,000.00) ***Three Hundred Fifty Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **42 E ROAD STORAGE LLC, A UTAH LIMITED LIABILITY COMPANY**, whose street address is **PO BOX 1212, American Fork, UT 84003**, City or Town of **American Fork**, County of **Utah** and State of **Utah**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

**LOT 2,
DOLLAR GENERAL SUBDIVISION,
AS PER PLAT THEREOF FILED,
JULY 25, 2025, UNDER RECEPTION NO. 3132526,
COUNTY OF MESA, STATE OF COLORADO.**

also known by street and number as: **492 30 ROAD, GRAND JUNCTION, CO 81504**

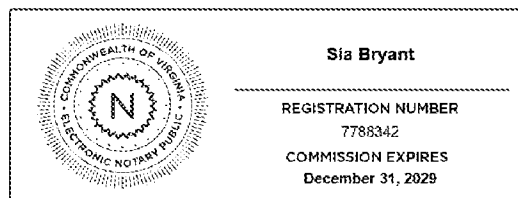
with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

GRAND JUNCTION CO DG, LLC, A LOUISIANA LIMITED LIABILITY COMPANY

By:

G. Paul Dorsey, III as Manager

G. PAUL DORSEY, III AS MANAGER



State of **Virginia**

)

)ss.

County of **Prince William**

)

30th

The foregoing instrument was acknowledged before me on this day of **July 31st, 2025** by **G. PAUL DORSEY, III, AS MANAGER OF GRAND JUNCTION CO DG, LLC, A LOUISIANA LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: **12/31/2029**

Sia Bryant
Notary Public

Notarized remotely online using communication technology via Proof.

When recorded return to: **42 E ROAD STORAGE LLC, A UTAH LIMITED LIABILITY COMPANY
PO BOX 1212, American Fork, UT 84003**



REVIEW 1
30 Road Retail/Office Storage Buildings
Right-of-Way Vacation

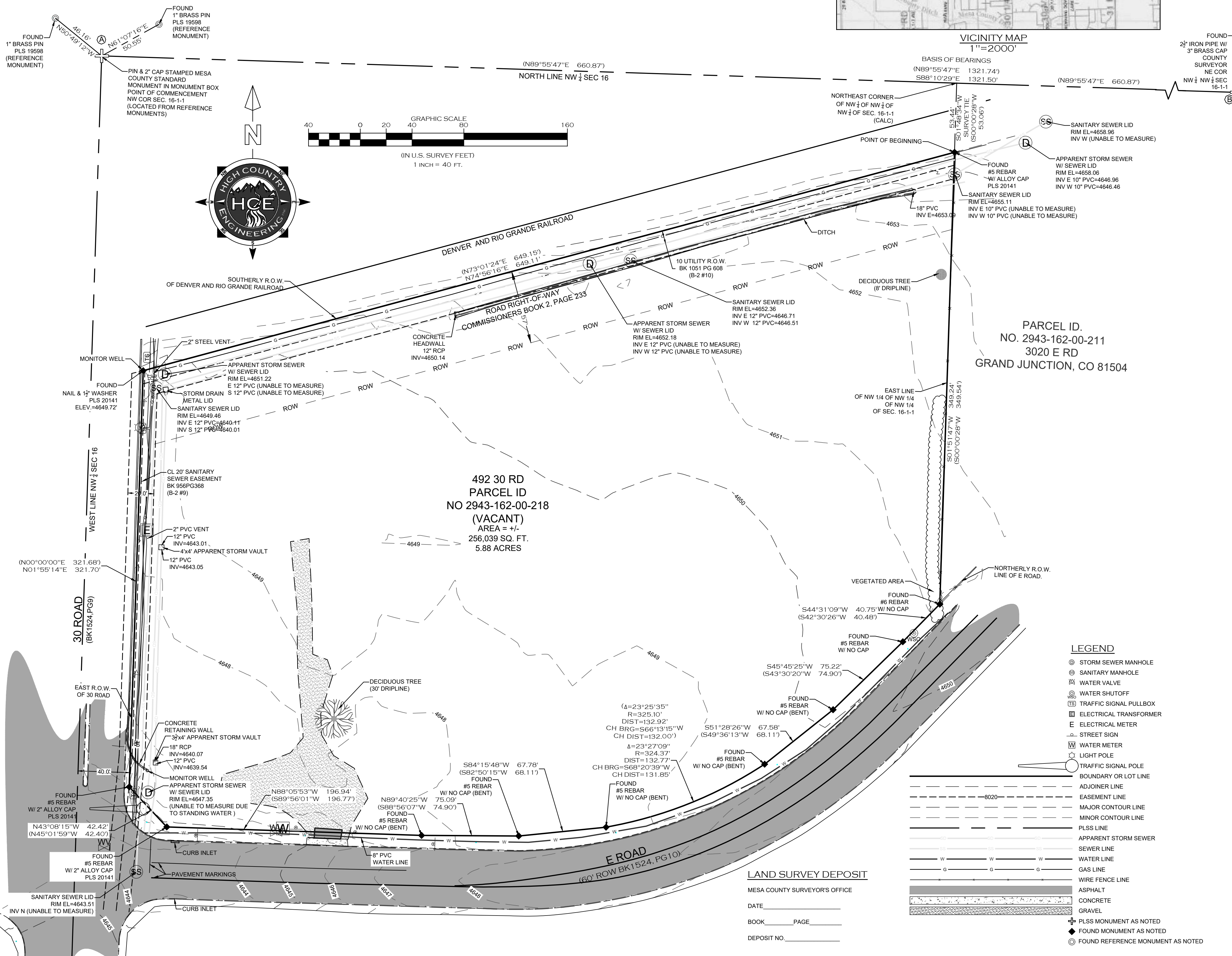
IMPROVEMENT SURVEY

February 6, 2025

If you need accommodation to access City services or files that meet your needs (e.g. mapping, construction/development plans, or other documentation), staff are available to assist you by calling 970-244-1430.

IMPROVEMENT SURVEY PLAT

A TRACT OF LAND SITUATED IN SECTION 16, TOWNSHIP 1 SOUTH, RANGE 1 EAST
OF THE UTE P.M. CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



LEGAL DESCRIPTION

FROM TITLE COMMITMENT:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, FROM WHENCE THE NORTHWEST CORNER OF THE NW1/4 NW1/4 OF SAID SECTION 16 BEARS NORTH 89°55'47" EAST 1321.74 FEET AND ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO, THENCE NORTH 89°55'47" EAST 660.87 FEET TO THE NORTHEAST CORNER OF THE NW1/4 NW1/4 NW1/4 OF SAID SECTION 16, THENCE SOUTH 00°00'28" WEST 53.06 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 00°00'28" WEST 349.54 FEET ALONG THE EAST LINE OF SAID NW1/4 NW1/4 TO THE NORTHERLY RIGHT OF WAY OF E ROAD, THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING EIGHT (8) COURSES:
1. SOUTH 42°30'26" WEST 40.48 FEET;
2. SOUTH 43°30'20" WEST 74.90 FEET;
3. SOUTH 49°36'15" WEST 68.11 FEET;
4. THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 23°25'35", A RADIUS OF 325.10 FEET AND
WHOSE LONG CHORD BEARS SOUTH 66°13'15" WEST 132.00 FEET;
5. SOUTH 82°50'15" WEST 68.11 FEET;
6. SOUTH 88°56'07" WEST 74.90 FEET;
7. SOUTH 89°50'01" WEST 196.77 FEET;
8. NORTH 45°01'59" WEST 42.40 FEET TO THE EAST RIGHT OF WAY OF 30 ROAD
THENCE NORTH 00°00'00" EAST ALONG THE EAST RIGHT OF WAY OF 30 ROAD 321.68 FEET TO THE SOUTHERLY RIGHT OF WAY OF THE DENVER AND RIO GRANDE RAILROAD, THENCE ALONG SAID SOUTHERLY RIGHT OF WAY NORTH 73°01'24" EAST 649.15 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF MESA, STATE OF COLORADO.

NOTES

- DATE OF FIELD SURVEY: MAY 6, 2021.
- ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE REFERENCE BEARING BETWEEN "A" (A 2" CAP IN MONUMENT BOX STAMPED MESA COUNTY STANDARD MONUMENT) AND "B" (A FOUND 3" BRASS CAP STAMPED COUNTY SURVEYOR) IS S88°10'29"E. ALL DISTANCES ARE GROUND DISTANCES BASED ON A COMBINED SCALE FACTOR.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR OF THE BOUNDARY SHOWN AND DESCRIBED HEREON TO DETERMINE:
A) OWNERSHIP OF THE TRACT OF LAND
B) COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJOINERS
C) RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS PARCEL.
- FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, HIGH COUNTRY ENGINEERING, INC. RELIED UPON TITLE COMMITMENT NO. NCS-1049315-CO ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 26, 2021. THIS PROPERTY IS SUBJECT TO ALL CONDITIONS AND RESTRICTIONS CONTAINED THEREIN.
- THE CLIENT DID NOT REQUEST ANY ADDITIONAL EASEMENTS, RIGHTS-OF-WAY AND/OR IMPROVEMENTS BE RESEARCHED OR SHOWN ON THIS PLAT BEYOND THOSE REFERRED TO OR DISCLOSED IN THE ABOVE STATED TITLE COMMITMENT.
- ALL DIMENSIONS AND COURSES ARE AS MEASURED IN THE FIELD UNLESS DENOTED IN PARENTHESES, WHICH DENOTE THE BOUNDARIES OF RECORD ON THE BOOK 2982 PAGES 1115-1116 IN THE PUBLIC RECORDS OF MESA COUNTY, STATE OF COLORADO.
- ELEVATIONS SHOWN HEREON WERE DERIVED FROM GPS OBSERVATIONS ON 05-06-2021 AND ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH DATA WAS OBTAINED FROM THE NATIONAL GEODETIC SURVEY ONLINE POSITIONING USER SERVICE (OPUS).
- CONTOUR INTERVAL EQUALS 1 FOOT.
- UNDERGROUND UTILITIES HAVE BEEN MARKED OUT BY OTHERS, ONLY PAINT MARKS AND UTILITY FLAGS HAVE BEEN LOCATED BY HIGH COUNTRY ENGINEERING, INC. THE ACTUAL LOCATION OF UNDERGROUND UTILITIES MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO SECTION 18-4-508 OF THE COLORADO REVISED STATUTES.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED ON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- NOTICE: THIS PLAT AND THE INFORMATION SHOWN HEREON MAY NOT BE USED FOR ANY ADDITIONAL OR EXTENDED PURPOSE BEYOND THAT FOR WHICH IT WAS INTENDED AND MAY NOT BE USED BY ANY PARTIES OTHER THAN THOSE TO WHOM IT IS CERTIFIED. THIS DOCUMENT AND THE WORK IT REPRESENTS IS THE PROPERTY OF HIGH COUNTRY ENGINEERING, INC. NO PART OF THIS DOCUMENT MAY BE STORED, REPRODUCED, DISTRIBUTED OR USED TO PREPARE DERIVATIVE PRODUCTS WITHOUT PRIOR WRITTEN PERMISSION. AN ORIGINAL SEAL AND ORIGINAL SIGNATURE IS REQUIRED TO VALIDATE THIS DOCUMENT AND IS EXCLUSIVE TO HIGH COUNTRY ENGINEERING, INC. AND THE OWNER(S) OF RECORD AS OF THIS DATE. OF THE BOUNDARY DELINEATED HEREON AND THE SUBJECT OF THE SURVEY. THIS PLAT IS RESTRICTED TO THE INTENT OF TITLE 38, ARTICLE 50, §101, 5 (a) AND (b) C.R.S.

SCHEDULE B2 EXCEPTIONS:

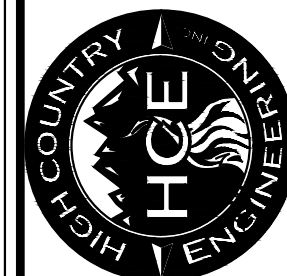
- RELIED UPON TITLE COMMITMENT NO. NCS-1049315-CO ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 26, 2021.
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE RIGHT-OF-WAY AGREEMENT RECORDED MARCH 11, 1971 IN BOOK 956 AT PAGE 368. (AS SHOWN HEREON)
 - AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, AS SET FORTH IN AN INSTRUMENT RECORDED NOVEMBER 10, 1975 IN BOOK 1051 AT PAGE 608. (AS SHOWN HEREON)
 - TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE PERMANENT EASEMENT RECORDED MAY 7, 2002 IN BOOK 3075 AT PAGE 59. (APPROXIMATE LOCATION IN UNION PACIFIC RAILROAD - OFFSITE)
 - ORDINANCE NO. 3870, FOR ANNEXATION, RECORDED MARCH 7, 2006 IN BOOK 4107 AT PAGE 611.
NOTE: ANNEXATION MAP IN CONNECTION THEREWITH RECORDED MARCH 7, 2006 IN BOOK 4107 AT PAGE 613. (AFFECTS ENTIRE PROPERTY)
 - TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE RESOLUTION ACCEPTING CONTRACT RECORDED AUGUST 28, 2017 AT RECEPTION NO. 2612368. (NOT PLOTTABLE)

SURVEYOR'S CERTIFICATION

I, BILL W.A. BAKER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO (#23875) DO BY THESE PRESENTS CERTIFY THAT THE DRAWING SHOWN HEREON, WITH NOTES ATTACHED HERETO AND MADE A PART HEREOF, REPRESENTS A MONUMENTED LAND SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AN ACCURATE DEPICTION OF SAID SURVEY IS RENDERED BY THIS PLAT. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS NOT A WARRANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. THIS SURVEY PLAT COMPLIES WITH TITLE 38-51-102, COLORADO REVISED STATUTES.

BILL W.A. BAKER, COLORADO PROFESSIONAL LAND SURVEYOR #23875
CERTIFIED FEDERAL SURVEYOR #1699

HIGH COUNTRY ENGINEERING, INC.
1517 BLAKE AVENUE, STE. 101,
GLENWOOD SPRINGS, CO 81601
PHONE (970) 945-8676 FAX (970) 945-2555
WWW.HCENG.COM



DORSEY DEVELOPMENT, LLC
MESA COUNTY
IMPROVEMENT SURVEY PLAT
492 30 ROAD
GRAND JUNCTION, COLORADO

PROJECT NO.
2211028

SHEET NUMBER
1 OF 1

30 ROAD RETAIL/OFFICE and STORAGE BUILDINGS
Right-of-Way Vacation and Conditional Use Permit Application Request
DEVELOPMENT NEIGHBORHOOD COMMENT MEETING
January 30, 2025

A neighborhood meeting to discuss the pending Right-of-Way Vacation and Conditional Use Permit applications was held at 5:30 p.m. on January 29, 2025 at the Clifton Community Center, 2170 D ½ Road.

In addition to the applicant's representative, two City of Grand Junction Community Development Department staff members, and the project Design Engineer were in attendance, no neighbors attended the meeting, despite approximately 70 households and businesses being notified, no neighbors attended the meeting.

Respectfully submitted,

Markus Jones, Partner
Summit Point Partners, LLC.
PO Box 1212
American Fork, UT 80004

RIGHT-OF-WAY VACATION LEGAL DESCRIPTION

That Portion of Road Right-of-Way described in Commisioner's Book 2, Pages 117 and 233, also described in Road Book 2, Page 121 and shown in Road Plat Book 1, Page 46, located within Lot 2, Dollar General Subdivision, same as recorded at Reception Number 3132526, also being the northerly 60 feet of said Lot 2, located with the City of Grand Junction, County of Mesa, State of Colorado.

Authored by: Renee B. Parent, CO PLS 38266
For the City of Grand Junction
244 N. 7th St. Grand Junction, CO. 81501
(970) 256-4003

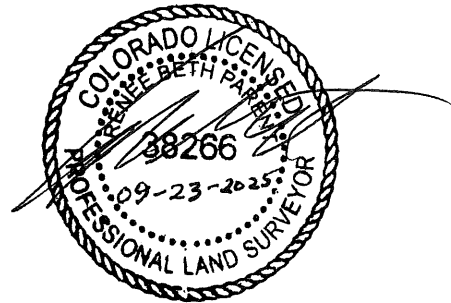


EXHIBIT A

NE COR NW $\frac{1}{4}$ OF NW $\frac{1}{4}$ SEC. 16-1-1

8.9
1716 Located in the City of Grand Junction NORTH LINE NW $\frac{1}{4}$ NW $\frac{1}{4}$, SEC.16 NORTHEAST COR (660.87')

Located in the City of Grand Junction
County of Mesa, State of Colorado, Township
1 South, Range 1 East, Ute Meridian

NORTH LINE NW $\frac{1}{4}$ NW $\frac{1}{4}$, SEC.16

NORTHEAST COR.
OF NW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF NW $\frac{1}{4}$
OF SEC. 16

North line of Lot 2
Dollar General
Subdivision

100' ROW
UNION PACIFIC RAILROAD
RECEPTION NUMBER 8191
1 OCTOBER, 1889

30 ROAD
UNDERPASS
EASEMENT
AGREEMENT
BK 3075 PG 59

10' UTILITY R.O.W.
BK 1051 PG 608

60' ROAD RIGHT-OF-WAY COMMISSION
ROAD BK 2, PG 121; ROAD PLAT BK 2, PG 121

AREA
38.04

APPARENT 27' WIDE
DRAINAGE EASEMENT (NO
RECORDING INFORMATION)

20' SANITARY SEWER EASEMENT BK 956 PG 368

AREA OF VACATION
38,950 Square Feet
0.89 Acres

LOT 2
DOLLAR GENERAL SUBDIVISION
RECEPTION NO 3132526
3004 E Road
42 E Road Storage LLC
2943-162-22-002

LOT 1
DOLLAR GENERAL SUBDIVISION
RECEPTION NO 3132526

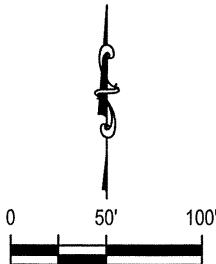
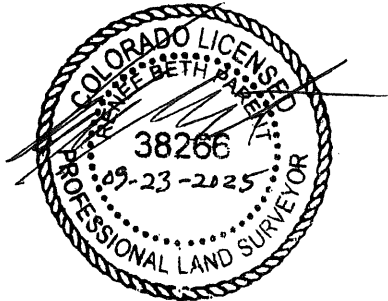
ABBREVIATION LEGEND

N	NORTH
S	SOUTH
E	EAST
W	WEST
SEC.	SECTION
BK	BOOK
PG	PAGE
ROW	Right of Way
COR	Corner

SHARED
ACCESS, UTILITY,
AND DRAINAGE
EASEMENT
RECEPTION N
3132527

14' MULTIPURPOSE EASEMENT
RECEPTION NO 3132526

EROAD 66' ROW
BK1524, PG1C



Scale: 1" = 100'
Lineal Units = U.S. Survey Foot

Renee B. Parent, CO PLS #38266
244 N. 7th St. Grand Junction, CO. 81501
(970) 256-4003

CITY OF
Grand Junction
COLORADO

244 North 7th Street
Grand Junction, Co. 81501

EXHIBIT A

NE COR NW $\frac{1}{4}$ OF NW $\frac{1}{4}$ SEC. 16

8.9
17.16

Located in the City of Grand Junction
County of Mesa, State of Colorado, Township
1 South, Range 1 East, Ute Meridian

NORTH LINE NW $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 16

NORTHEAST COR
OF NW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF NW $\frac{1}{4}$
OF SEC. 16

(660.87')

North line of Lot 2
Dollar General
Subdivision

100' ROW
UNION PACIFIC RAILROAD
RECEPTION NO 8191
1 OCTOBER, 1889

30 ROAD
UNDERPASS
EASEMENT
AGREEMENT
BK 3075 PG 59

10' UTILITY R.O.W.
BK 1051 PG 608

NEW EASEMENT
27 feet wide
17,526 Square Feet
0.40 Acres

APPARENT 27' WIDE
DRAINAGE EASEMENT (NO
RECORDING INFORMATION)

20' SANITARY SEWER EASEMENT BK 956 PG 368

EAST LINE NW $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 16

2943-162-00-211
3020 E Road

Mercer, Robert W. & Pearce, Shelli L.

LOT 1
DOLLAR GENERAL SUBDIVISION
RECEPTION NO 3132526

LOT 2
DOLLAR GENERAL SUBDIVISION
RECEPTION NO 3132526
3004 E Road
42 E Road Storage LLC
2943-162-22-002

ABBREVIATION LEGEND

N NORTH
S SOUTH
E EAST
W WEST
SEC. SECTION
BK BOOK
PG PAGE
R.O.W. Right of Way
COR Corner
NO Number

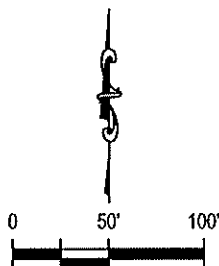
SHARED
ACCESS, UTILITY,
AND DRAINAGE
EASEMENT
RECEPTION NO
3132527

14' MULTIPURPOSE EASEMENT
RECEPTION NO 3132526

E ROAD 66' R.O.W.
BK 1524, PG 110



Renee B. Parent, CO PLS #38266
244 N. 7th St. Grand Junction, CO. 81501
(970) 256-4003



Scale: 1" = 100'
Lineal Units = U.S. Survey Foot

The descriptions shown hereon have been derived from subdivision
plats, deposit surveys & deed descriptions as they appear in the office of
the Mesa County Clerk & Recorder & monuments as shown. This
sketch does not constitute a legal boundary survey, & is not intended to
be used as a means for establishing or verifying property boundary lines.

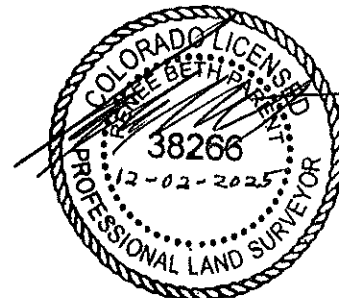
CITY OF
Grand Junction
COLORADO

244 North 7th Street
Grand Junction, Co. 81501

EASEMENT LEGAL DESCRIPTION

An easement being the northerly twenty-seven feet (27') of Lot 2, Dollar General Subdivision, same as recorded at Reception Number 3132526, located within the City of Grand Junction, County of Mesa, State of Colorado.

Authored by: Renee B. Parent, CO PLS 38266
For the City of Grand Junction
244 N. 7th St.
Grand Junction, CO. 81501
(970) 256-4003



GRAND JUNCTION PLANNING COMMISSION
December 9, 2025, 5:30 PM
MINUTES

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

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Moore, Gregg Palmer, and Keith Ehlers.

Also present were Jamie Beard (Assistant City Attorney), Daniella Acosta Stine (Principal Planner), and Madeline Robinson (Planning Technician).

There was 1 member of the public in attendance, and 1 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from November 25, 2025.

Commissioner Zyvan moved to approve the Consent Agenda.

Commissioner "Palmer" seconded; motion passed 6-0.

REGULAR AGENDA

2. 30 Road Retail/Office/Storage Right of Way Vacation **VAC-2025-84**

Consider a request by 42 E Road Storage LLC, to vacate 0.93 acres of a Road Proclamation right-of-way located northeast of 30 Road and E Road and south of the Denver and Rio Grande Railroad.

Staff Presentation

Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Palmer asked whether the changes made affected notice given for the project.

Applicant Tom Logue made comment that staff did an excellent job and had nothing further to add. He was present to answer any questions.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 2, 2025, via www.gjcity.org.

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

The public comment period was closed at 5:44 p.m. on December 9, 2025.

There were no additional questions or comments for Staff or the Applicant.

Discussion

No discussion occurred.

Motion and Vote

Commissioner Palmer made the following motion “Madam Chair, on the 42 E Road Storage LLC Road Right-Of-Way Vacation located northeast of 30 Road and E Road and south of the Denver and Rio Grande Railroad, City file number VAC-2025-84, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact and conditions as listed in the staff report.”

Commissioner Quintero seconded; motion passed 6-0.

OTHER BUSINESS

Daniella Acosta Stine advised commissioners of letters sent to commissioners from a citizen. Jamie Beard would like to receive and review a copy of the letter that was sent to commissioners.

Acosta Stine also inquired about which commissioners will be in attendance of the next hearing on December 23. All commissioners present were planning on attending, besides Ian Moore.

ADJOURNMENT

Commissioner Palmer made a motion to adjourn the meeting.

The vote to adjourn was 6-0.

The meeting adjourned at 5:48 p.m.



Grand Junction City Council

Regular Session

Item #2.b.ii.

Meeting Date: December 17, 2025

Presented By: Tim Lehrbach, Principal Planner, Daniella Acosta, Principal Planner

Department: Community Development

Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Fox Grove Annexation of 4.88 acres, Located at 3071 E 1/2 Road and Setting a Hearing for January 21, 2026

RECOMMENDATION:

Staff recommends adoption of a resolution referring the petition for the Fox Grove Annexation, introducing the proposed annexation Ordinance, and setting a hearing for January 21, 2026.

EXECUTIVE SUMMARY:

The Applicant, Grand Junction Real Estate Investments LLC, is requesting annexation of approximately 4.88 acres at 3071 E ½ Road. The subject property is occupied by a single-unit residence and accessory structures. Annexation is requested to zone and subdivide the property for residential development. The property is Annexable Development per the Persigo Agreement. The request for zoning will be considered separately by City Council, but concurrently with the annexation request, and will be heard in a future Council action.

BACKGROUND OR DETAILED INFORMATION:

ANNEXATION REQUEST

The applicant, Grand Junction Real Estate Investments LLC, is requesting annexation of approximately 4.88 acres at 3071 E ½ Road. The subject property is occupied by a single-unit residence and accessory structures. Annexation is requested to zone and subdivide the property for residential development. The property is Annexable Development per the Persigo Agreement. The request for zoning will be considered

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

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – December 17, 2025
- Planning Commission considers Zone of Annexation – January 13, 2026
- Introduction of a Proposed Ordinance on Zoning by City Council – January 7, 2026
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – January 21, 2026
- Effective date of Annexation and Zoning – February 22, 2026

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held at 510 28 ¾ Road on April 2, 2025. The applicants and their representative, City staff, and ten members of the public attended.

RECOMMENDATION & FINDINGS OF FACT

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

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

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

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

The annexation meets the 1/6 contiguity requirements for annexation by the adjacency of Annexation #1 to City limits to the south, and by the adjacency of Annexation #2 to Annexation #1.

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

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

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

The vicinity is almost entirely developed with single-unit residential both within and outside the City limits. The property has existing urban utilities and services near and available to the property.

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

The proposed annexation area is adjacent to the city limits along E ¼ Road on the south and has direct access to E ¼ Road and E ½ Road. Urban services are available to and presently serving the subject property.

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

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

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

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

Staff recommends approval of this request.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 81-25, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation, and exercising land use control over the Fox Grove Annexation, approximately 4.88 acres, located at 3071 E ½ Road, as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, Fox Grove Annexation, approximately 4.88 acres, located at 3071 E ½ Road, and set a public hearing for January 21, 2026.

Attachments

1. Development Application
2. Schedule and Summary Table
3. Maps
4. Fox Grove Annexation No. 1 Map
5. Fox Grove Annexation No. 2 Map
6. Resolution - Petition Referral (Land Use Control)
7. 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:

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Digitally signed by Tom Logue
Date: 2025.09.01 11:16:15 -06'00'

Date

Signature of Legal Property Owner

Date

**FOX GROVE 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: 3071 E ½ Road, Mesa County, Colorado
TAX ID: 2943-094-00-186

That part of the Southeast Quarter of Section 9, Township 1 South, Range 1 East of the Ute Meridian, being more particularly described as follows:

Beginning at a point on the North line of said Southeast Quarter, from which the Northwest Corner of said Southeast Quarter bears West 867.00 feet; Thence South 968.97 feet to the Northerly right-of-way line of County Road "E¼"; Thence along said right-of-way line N73°01'09"E, 236.83 feet; Thence North 899.80 feet to the North line of said Southeast Quarter; Thence along said north line West 226.50 feet to the Point of Beginning, County of Mesa, State of Colorado.

This foregoing description describes the parcels; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Fox Grove 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.

Steve Voytilla, Manager
NAME, TITLE

Steve Voytilla
SIGNATURE

PO Box 3467, Grand Junction, CO 81502
ADDRESS

12-9-25
DATE

STATE OF Colorado SS
COUNTY OF Mesa

AFFIDAVIT

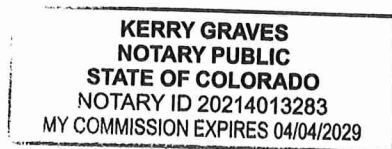
Kerry Graves, of lawful age, being first duly sworn, upon oath, deposes
and says:

That he is the circulator of the forgoing petition:

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

Subscribed and sworn to before me this 9th day of December, 2025.

Witness my hand and official seal.



Kerry Graves
Notary Public

250 N 5th St
Address

My commission expires:

4/4/2029

May 23, 2023

To Whom It May Concern, this letter will serve as confirmation that the Statement of Authority for Grand Junction Real Estate Investments, LLC dated May 28, 2020 at Reception No 2925838 is valid and current.



Steve Voytilla, Manager

WHEN RECORDED **STEVE VOYTILLA AND MARNIE VOYTILLA**
RETURN TO: **PO BOX 3467**
GRAND JUNCTION, GRAND JUNCTION, CO 81502



STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named
GRAND JUNCTION REAL ESTATE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY
2. The type of entity is a:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Registered Limited Liability Partnership
<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Registered Limited Liability Limited Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Government or Governmental Subdivision or Agency
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Trust
<input type="checkbox"/>	
3. The entity is formed under the laws of **Colorado**
4. The mailing address for the entity is **PO BOX 2467, GRAND JUNCTION, CO 81502**
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **STEVE VOYTILLA, AS MANAGER**
6. The authority of the foregoing person(s) to bind the entity: ☒ is² not limited ☐ is limited as follows: None
7. Other matters concerning the manner in which the entity deals with interests in real property: None
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S. ³
9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

(Signature and Notary Acknowledgement on Second Page)

¹This form should not be used unless the entity is capable of holding title to real property.

²The absence of any limitation shall be prima facie evidence that no such limitation exists.

³The statement of authority must be recorded to obtain the benefits of the statute.



ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: GJL65053998-3

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. (THIS ITEM WAS INTENTIONALLY DELETED)

2. (THIS ITEM WAS INTENTIONALLY DELETED)

3. (THIS ITEM WAS INTENTIONALLY DELETED)

4. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR GRAND JUNCTION REAL ESTATE INVESTMENTS, LLC RECORDED MAY 28, 2020 UNDER RECEPTION NO. 2925838 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES STEVE VOYTILLA AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

5. DEED OF TRUST FROM GRAND JUNCTION REAL ESTATE INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY, TO THE PUBLIC TRUSTEE OF MESA COUNTY FOR THE USE OF ALPINE BANK TO SECURE THE SUM OF \$2,000,000.00.

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Grand Junction Real Estate Investments, LLC("Entity") is the owner of the following property:

(b) See Attached

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

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

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

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

☒ The Entity is the sole owner of the property.

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

On behalf of Entity, I have reviewed the application for the (d) Fox Grove Subdivision

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

(e) NONE

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

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

Signature of Entity representative: Steve Voytilla

Printed name of person signing: Steve Voytilla, Manager

State of Colorado)

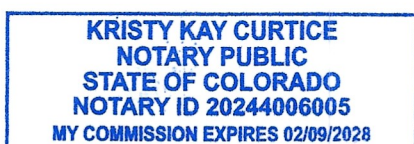
County of Mesa) ss.

Subscribed and sworn to before me on this 2nd day of September, 2025

by Steve Voytilla Manager, Grand Junction Real Estate, LLC.

Witness my hand and seal.

My Notary Commission expires on 2/28/28



Kristy Kay Curtice
Notary Public Signature

**PERSONAL REPRESENTATIVE'S DEED
(Sale)**

THIS DEED is dated August 29, 2025, and is made between Diane Kay Dittrick, the "Grantor," as Personal Representative of the Estate of Ralph William Martin a/k/a Ralph W. Martin a/k/a Ralph Martin, deceased, and Grand Junction Real Estate Investments, LLC, a Colorado limited liability company, the "Grantee," whose address is P.O. Box 3467, Grand Junction, CO 81502, of the County of Mesa, State of Colorado. Jv

WHEREAS, the decedent died on the date of May 8, 2021, and Grantor was duly appointed Personal Representative of said estate by the District Court in and for the County of Mesa, State of Colorado, Probate No. 2021PR30286, on the date of September 7, 2021, and is now qualified and acting in said capacity;

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey unto Grantee, for and in consideration of Four Hundred Thirty Thousand Dollars, (\$430,000.00), the following described real property situate in the County of Mesa, State of Colorado:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

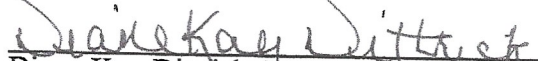
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, FROM WHICH THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER BEARS WEST 867.00 FEET;
THENCE SOUTH 968.97 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD "E 1/4";
THENCE ALONG SAID RIGHT-OF-WAY LINE N73°01'09"E 236.83 FEET;
THENCE NORTH 899.80 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;
THENCE ALONG SAID NORTH LINE WEST 226.50 FEET TO THE POINT OF BEGINNING,

COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: 3071 E 1/2 Road, Grand Junction, CO 81504,
as Mesa County parcel number 2943-094-00-186,
with the hereditaments and appurtenances.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

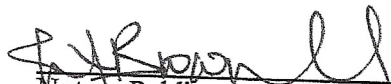
Grantor:

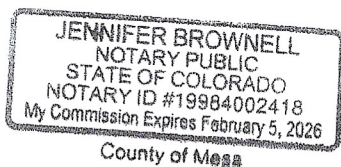

Diane Kay Dittrick, Personal Representative
of the Estate of Ralph William Martin a/k/a
Ralph W. Martin a/k/a Ralph Martin,
Deceased

STATE OF COLORADO)
) ss.
County of MESA)

The foregoing instrument was acknowledged before me this 29th day of August, 2025, by Diane Kay Dittrick, as Personal Representative of the Estate of Ralph William Martin a/k/a Ralph W. Martin a/k/a Ralph Martin, Deceased.

Witness my hand and official seal,
My commission expires: 2/5/26


Notary Public



LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 9, Township 1 South, Range 1 East of the Ute Meridian, being more particularly described as follows:

Beginning at a point on the North line of said Southeast Quarter, from which the Northwest Corner of said Southeast Quarter bears West 867.00 feet; Thence South 968.97 feet to the Northerly right-of-way line of County Road "E¼"; Thence along said right-of-way line N73°01'09"E, 236.83 feet; Thence North 899.80 feet to the North line of said Southeast Quarter; Thence along said north line West 226.50 feet to the Point of Beginning,

County of Mesa, State of Colorado

**PERSONAL REPRESENTATIVE'S DEED
(Sale)**

THIS DEED is dated August 29, 2025, and is made between Diane Kay Dittrick, the "Grantor," as Personal Representative of the Estate of Ralph William Martin a/k/a Ralph W. Martin a/k/a Ralph Martin, deceased, and Grand Junction Real Estate Investments, LLC, a Colorado limited liability company, the "Grantee," whose address is P.O. Box 3467, Grand Junction, CO 81502, of the County of Mesa, State of Colorado. dv

WHEREAS, the decedent died on the date of May 8, 2021, and Grantor was duly appointed Personal Representative of said estate by the District Court in and for the County of Mesa, State of Colorado, Probate No. 2021PR30286, on the date of September 7, 2021, and is now qualified and acting in said capacity;

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey unto Grantee, for and in consideration of Four Hundred Thirty Thousand Dollars, (\$430,000.00), the following described real property situate in the County of Mesa, State of Colorado:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

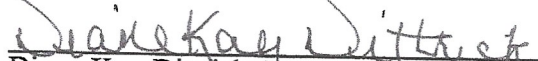
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, FROM WHICH THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER BEARS WEST 867.00 FEET;
THENCE SOUTH 968.97 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD "E 1/4";
THENCE ALONG SAID RIGHT-OF-WAY LINE N73°01'09"E 236.83 FEET;
THENCE NORTH 899.80 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;
THENCE ALONG SAID NORTH LINE WEST 226.50 FEET TO THE POINT OF BEGINNING,

COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: 3071 E 1/2 Road, Grand Junction, CO 81504,
as Mesa County parcel number 2943-094-00-186,
with the hereditaments and appurtenances.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

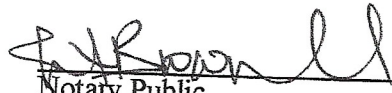
Grantor:

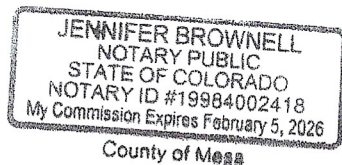

Diane Kay Dittrick, Personal Representative
of the Estate of Ralph William Martin a/k/a
Ralph W. Martin a/k/a Ralph Martin,
Deceased

STATE OF COLORADO)
) ss.
County of MESA)

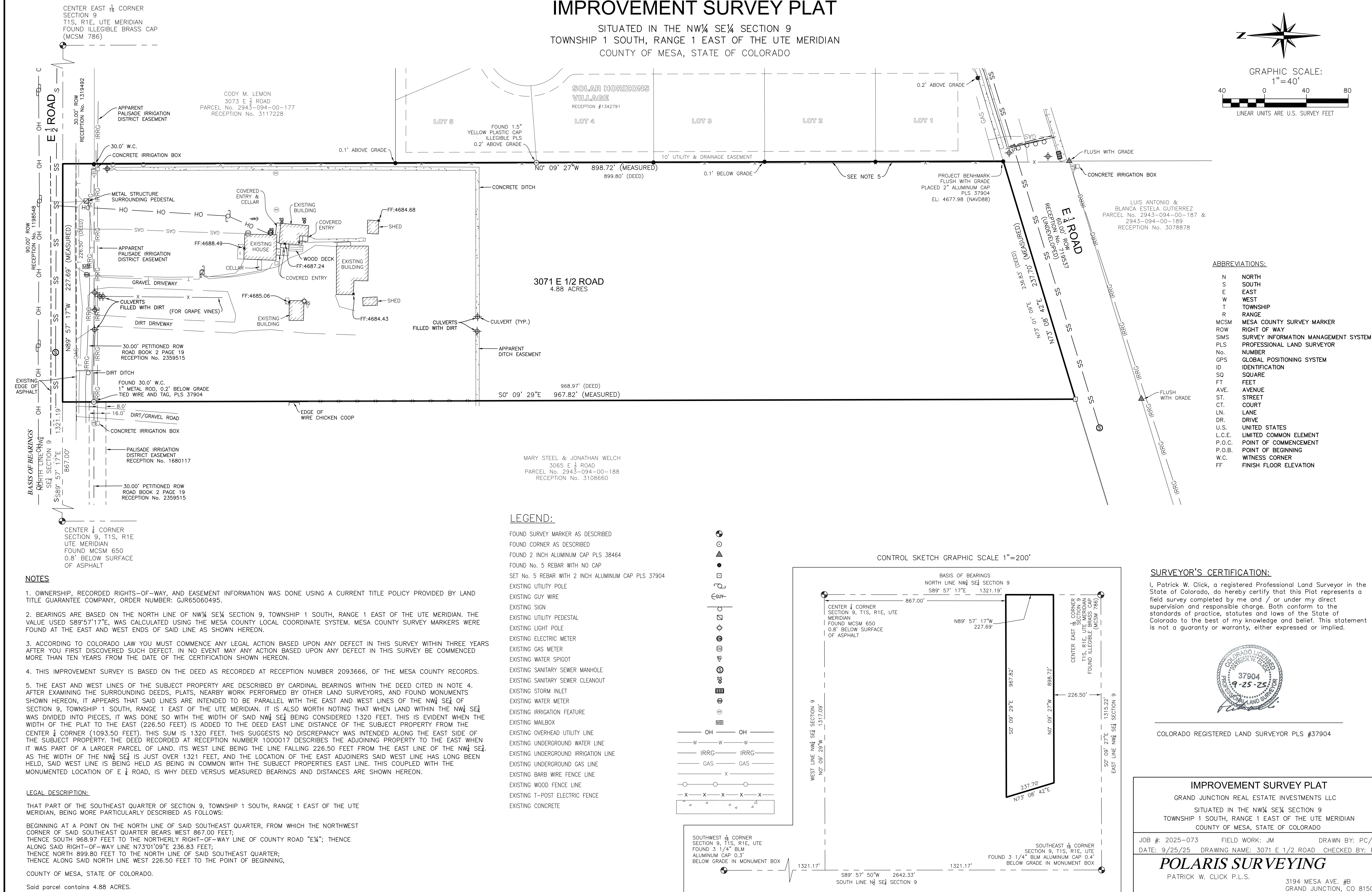
The foregoing instrument was acknowledged before me this 29th day of August, 2025, by Diane Kay Dittrick, as Personal Representative of the Estate of Ralph William Martin a/k/a Ralph W. Martin a/k/a Ralph Martin, Deceased.

Witness my hand and official seal,
My commission expires: 2/5/26


Notary Public



Review 2 Improvement Survey Plat_Fox Grove Subdivision,
September 25, 2025, for accommodations reviewing this
document please contact City of Grand Junction, Community
Development Department, 970-244-1430.



FOX GROVE SUBDIVISION
Annexation and Development Application Requests
**NEIGHBORHOOD COMMENT and
DEVELOPMENT INFORMATION MEETING**
April 3, 2025

A neighborhood meeting to discuss the pending Annexation and Development Application request was held at 5:30 p.m. on April 2, 2025 at the office of GJ Builders at 510 28 ¾ Road, Suite 200.

In addition to the applicant their representative and a planning department staff member, ten neighbors out of the approximately 70 that were notified of the meeting attended. An attendance roster of those who signed in is attached.

An overview of the proposed development and the City's approval process was presented by the owner's representative and the staff planner. The meeting lasted about 45 minutes.

Topics specific to development proposal discussed mainly included:

- The architectural style and character of the proposed dwellings.
- Maximum building heights.
- Price point of the proposed dwellings.
- Perimeter boundary fencing.
- Future road extensions into existing nearby subdivisions.
- Development schedule and City approval processing.
- Proposed future E ½ Road and E ¼ Road improvements.

One neighbor submitted written comments that are also attached.

Respectfully submitted,

Steve Voytilla, Manager
Grand Junction Real Estate Investments, LLC.
PO Box 3467, Grand Junction, CO 81502

Attachments: Attendance Roster
Brinkmann and Apple Correspondence

510 28 ¾ Road, Suite 200
5:30 pm, April 2, 2025

Mr. Charles Erik Brinkmann
Ms Joni Brinkmann
3060 E ½ Road
Fruitvale, Colorado 81504
Ms. Dorothy Apple
3066 E ½ Road
Fruitvale, Colorado 81504
info@cblc.org
970-903-9131

Wednesday, 4/2/2025

Mr. Timothy Lehrbach
Senior Planner
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Mr. Steve Voytilla
Owner/Applicant of Fox Grove Subdivision
P.O. Box 3467
Grand Junction, CO 81502

Mr. Tom Logue
Project Manager, Land Development Consultant
537 Fruitwood Drive
Grand Junction, CO 81504

Dear Mr. Timothy Lehrbach, Mr. Steve Voytilla, Mr. Tom Logue,

We hope this letter finds you well. We are writing in consideration of the proposed Fox Grove Subdivision development and the plans for single-family homes within the area. We find your proposal to be interesting, and we are pleased to see that single-family homes are being prioritized for the neighborhood. However, we would like to raise some concerns and suggest modifications to the current conceptualization to better suit the neighborhood's existing character and the challenges posed by traffic in the area.

Regarding the conceptualized home land density of 4,150+ square footage as proposed for lots 15-26, we are concerned that this density could result in a neighborhood feel similar to that found on 32 1/8 Road, Clifton Village South (e.g., 532 32 1/8 Road). Navigating this area is challenging, e.g. especially with my subcompact car, and it can be daunting for larger vehicles; such as commonly owned full-size pickup trucks. The street-side parking along this area further exacerbates this challenge, making it difficult for vehicles to pass through.

On the other hand, the proposed home land density of 6,480 and less square footage for lots 1-11 seems more in line with the character of neighborhoods like Purple Ash Circle, Autumn Breeze Subdivision, where navigating the streets is much less constrained.

Fruitvale, which historically served as a fruit-growing area outside of Grand Junction, has gradually evolved into a primarily family-oriented residential neighborhood. Most of Fruitvale has been zoned for 4 to 5 residential units per acre, which allows homeowners sufficient space for children to play and to park their vehicles on their properties. While there are some street-side parked vehicles, they represent a relatively small percentage of the total.

In 2020, the City of Grand Junction and Mesa County implemented a new Grand Junction Comprehensive Plan that designated new developed land for either 8 or 12 residential units per acre. Fox Grove Subdivision currently proposes a maximum of 8 units per acre. However, this proposed density is inconsistent with the historical density of 4 to 5 residential units per acre in the area, particularly in this portion of Fruitvale between 30 Road and 31 Road, Patterson and I70 Bypass. As homeowners residing just feet away from the proposed development, including my wife, my daughter, mother-in-law, and myself, we find the current density proposal to be unacceptable for this part of Fruitvale.

We request that an amendment be made to the current plan, specifically changing the zoning for 3071 E 1/2 Road, Fruitvale, Colorado to 4 or 5 residential units per acre. This would better align the density of the proposed development with the surrounding neighborhood.

In addition, we would prefer that access to E 1/2 Road not be constructed as currently planned. Instead, we request that a cul-de-sac be incorporated into the design. A traffic circle is planned for construction this year at 31 Road and E 1/2 Road to alleviate traffic congestion due to the increased traffic

volume, especially with the recent opening of the Ascent Classical Academy of Grand Junction, 545 31 Road located alongside of E ¼ Road. The potential of additional traffic up to 52 vehicles entering E ½ Road, as currently proposed, would create significant congestion, particularly during peak hours (07:21 to 08:17 in the morning and 15:01 to 15:59 in the afternoon). These times present a challenge for drivers attempting to turn west on E ½ Road. Personally, e.g. I have to leave for work before 07:21 to avoid traffic. The traffic circle will greatly enhance safety for the new residents accessing E ½ Road. Additionally, without the cul-de-sac, the Fox Grove Subdivision would absorb a large portion of school traffic, further exacerbating congestion and safety concerns.

Though no specific design proposals have been provided, we suggest considering an increase in garage door height from the standard 8 feet to a minimum of 9 feet. Many residents in Mesa County own large pickup trucks and SUVs, and this adjustment would allow most vehicles to be stored in garages, rather than on the street. This would promote a cleaner, more organized residential area, in keeping with the existing character of Fruitvale.

We appreciate your attention to these concerns and hope that you will consider these suggestions as you finalize the plans for Fox Grove Subdivision. Our goal is to maintain the integrity of the neighborhood while also accommodating necessary development in a way that ensures the safety and comfort of all residents.

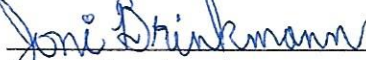
Thank you for your time and consideration. We look forward to your response.

Sincerely,

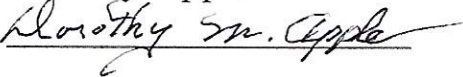
Charles Erik Brinkmann



Joni Brinkmann

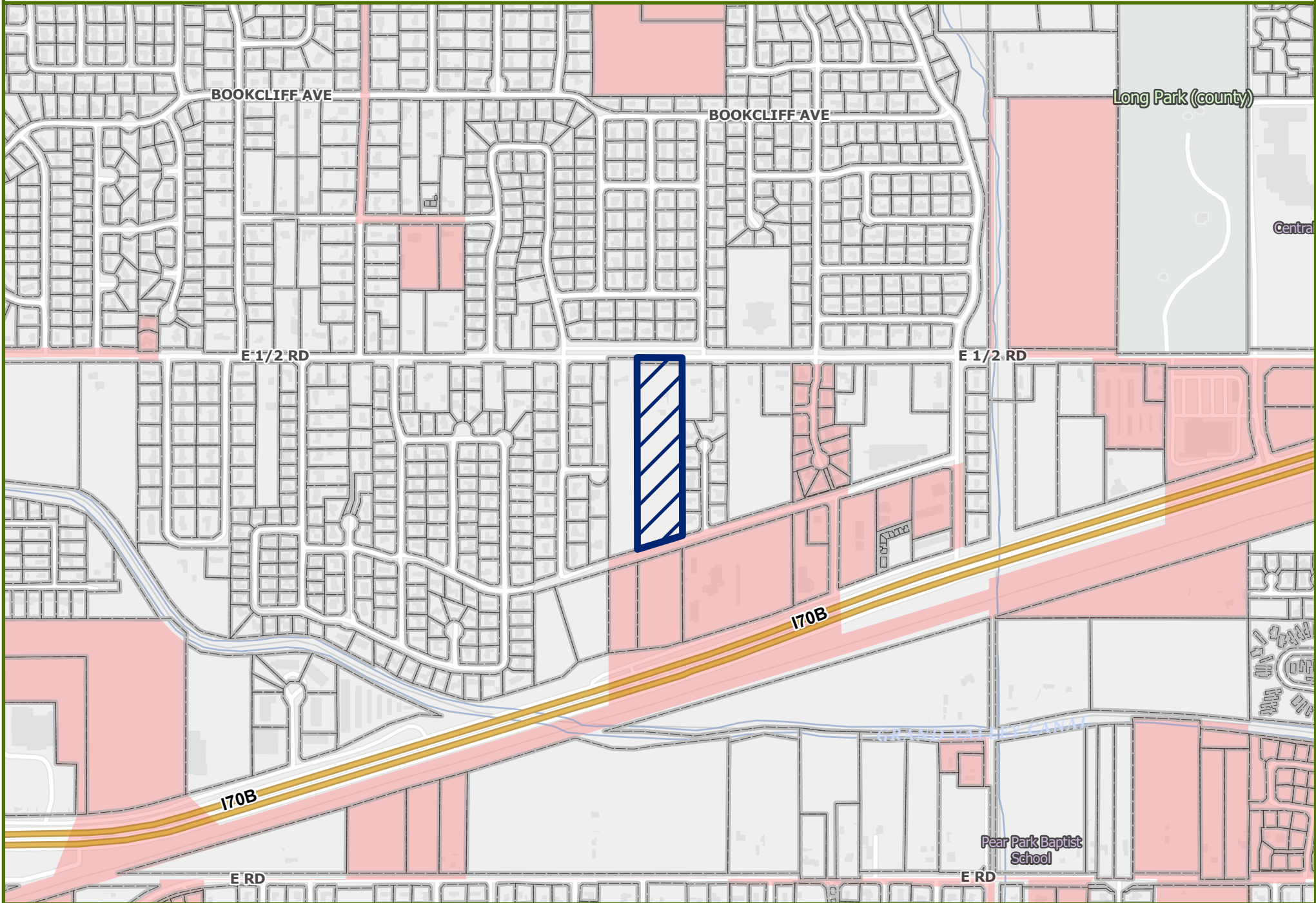


Dorothy Apple



FOX GROVE ANNEXATION SCHEDULE				
December 17, 2025		Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
January 13, 2026		Planning Commission Considers Zone of Annexation		
January 7, 2026		City Council Intro Proposed Zoning Ordinance		
January 21, 2026		City Council Accept Petition/Annex and Zoning Public Hearing		
February 22, 2026		Effective date of Annexation and Zoning		
ANNEXATION SUMMARY				
File Number		ANX-2025-421		
Location(s)		3071 E ½ Road		
Tax ID Number(s)		2943-094-00-186		
Number of Parcel(s)		1		
Existing Population		0		
Number of existing Dwelling Units		1		
Acres Land Annexed		4.88		
Developable Acres Remaining		4.88		
Right-of-way in Annexation		0.13		
Previous County Zoning		RSF-4		
Proposed City Zoning		RM-8		
Surrounding Zoning:	North:	RSF-4 (County)		
	South:	RM-8 (City)		
	East:	RSF-4 / PUD (County)		
	West:	RSF-4 (County)		
Current Land Use		Single-unit residential		
Proposed Land Use		Single-unit residential		
Surrounding Land Use:	North:	Single-unit residential		
	South:	Vacant		
	East:	Single-unit residential		
	West:	Single-unit residential		
Comprehensive Plan Designation:		Commercial		
Retailers within Annexation boundary		Yes:		No: X
If yes, provide Name/Address/Phone Number				
Values:	Assessed	\$22,720.00		
	Actual	\$337,530.00		
Address Ranges		3071 E ½ Road		
Special Districts:	Water	Clifton		
	Sewer	Persigo		
	Fire	Clifton		
	Irrigation/Drainage	Grand Valley Drainage District		
	School	School District 51		
	Pest	Grand River Mosquito Control District		

Fox Grove Annexation



0 250 500 1,000 Feet

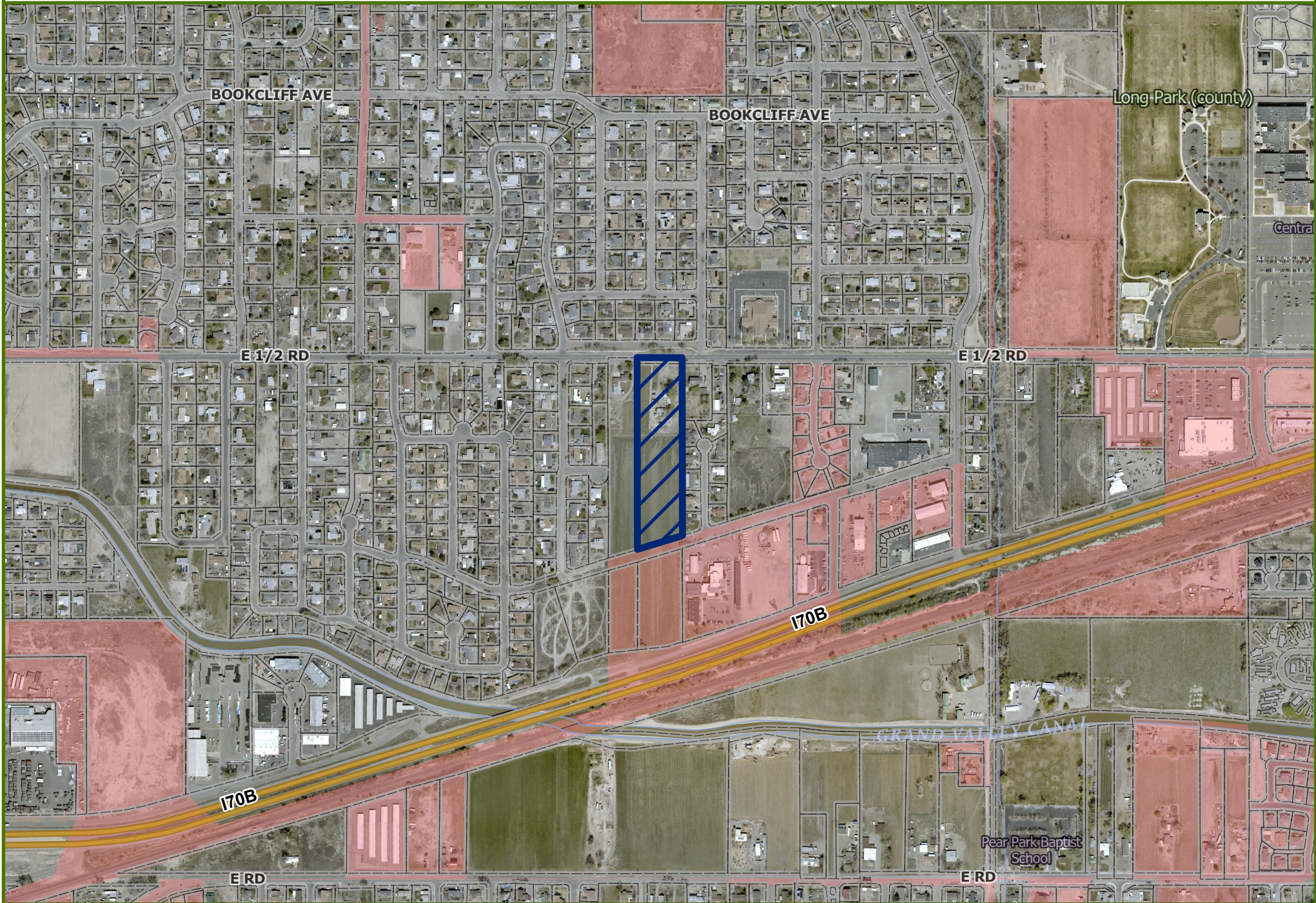


Annexation Site



City Limits

Fox Grove Annexation



0 250 500 1,000 Feet

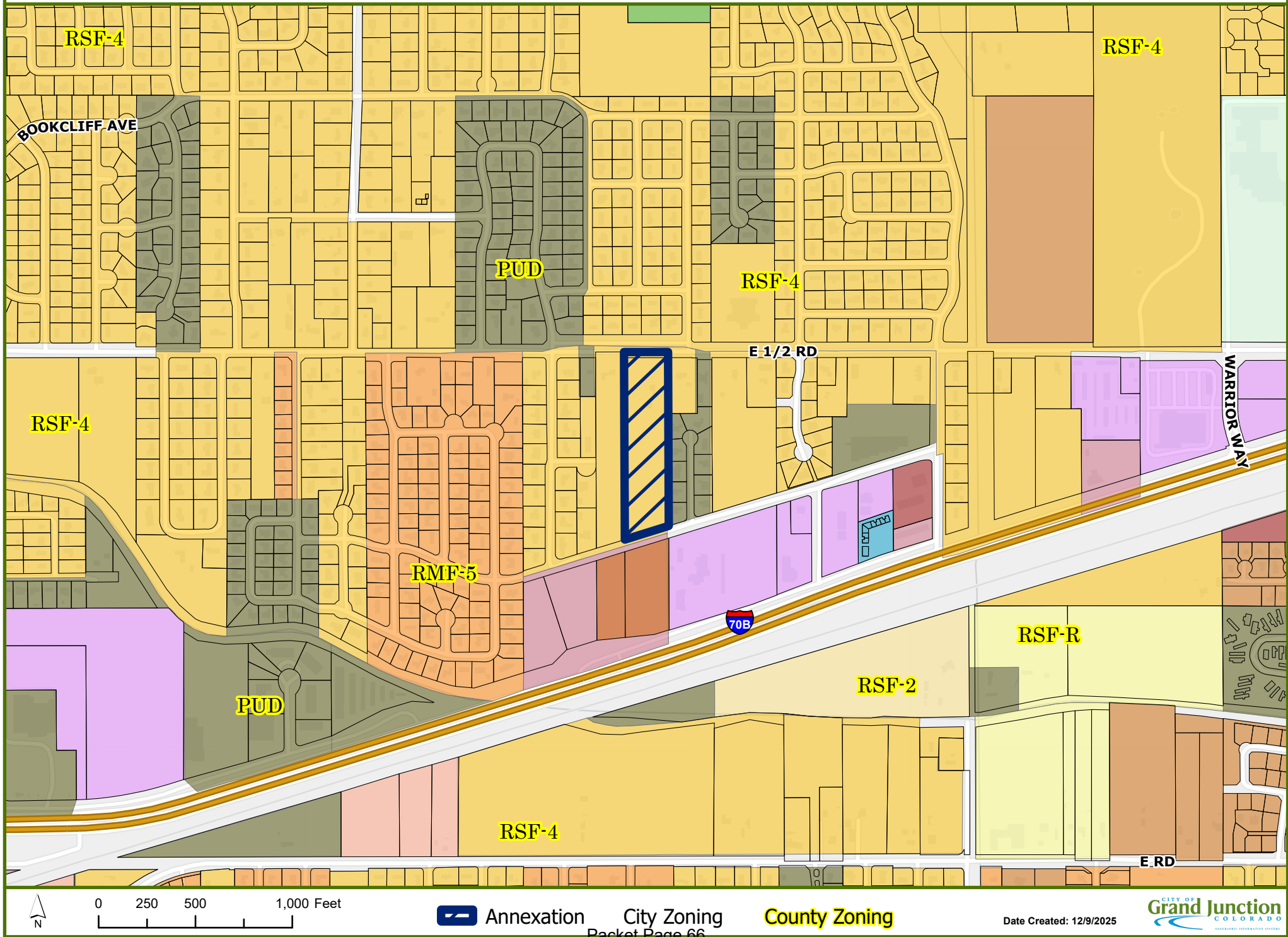


Annexation Site

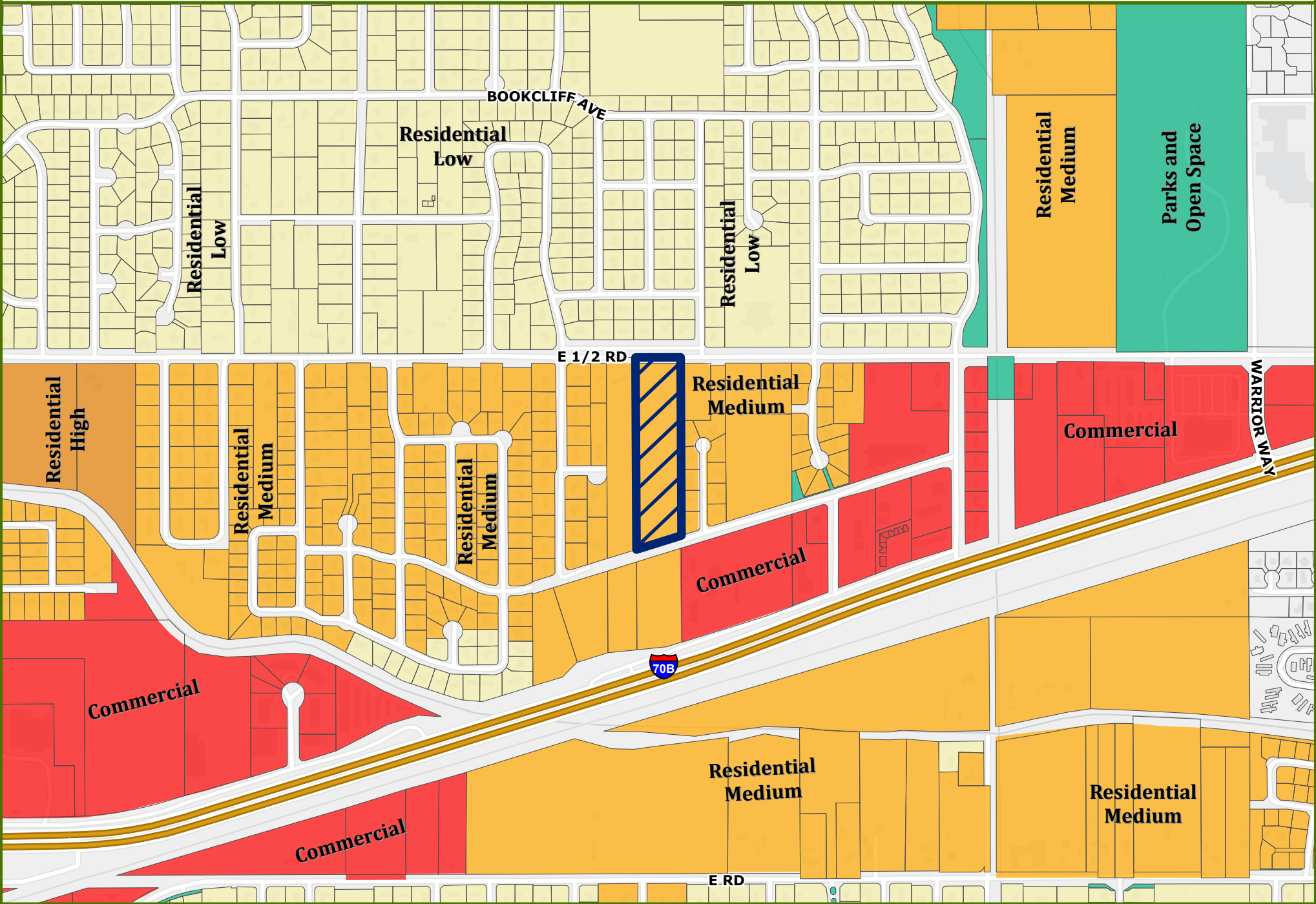


City Limits

Fox Grove Annexation - Zoning



Fox Grove Annexation - Land Use



0 250 500 1,000 Feet

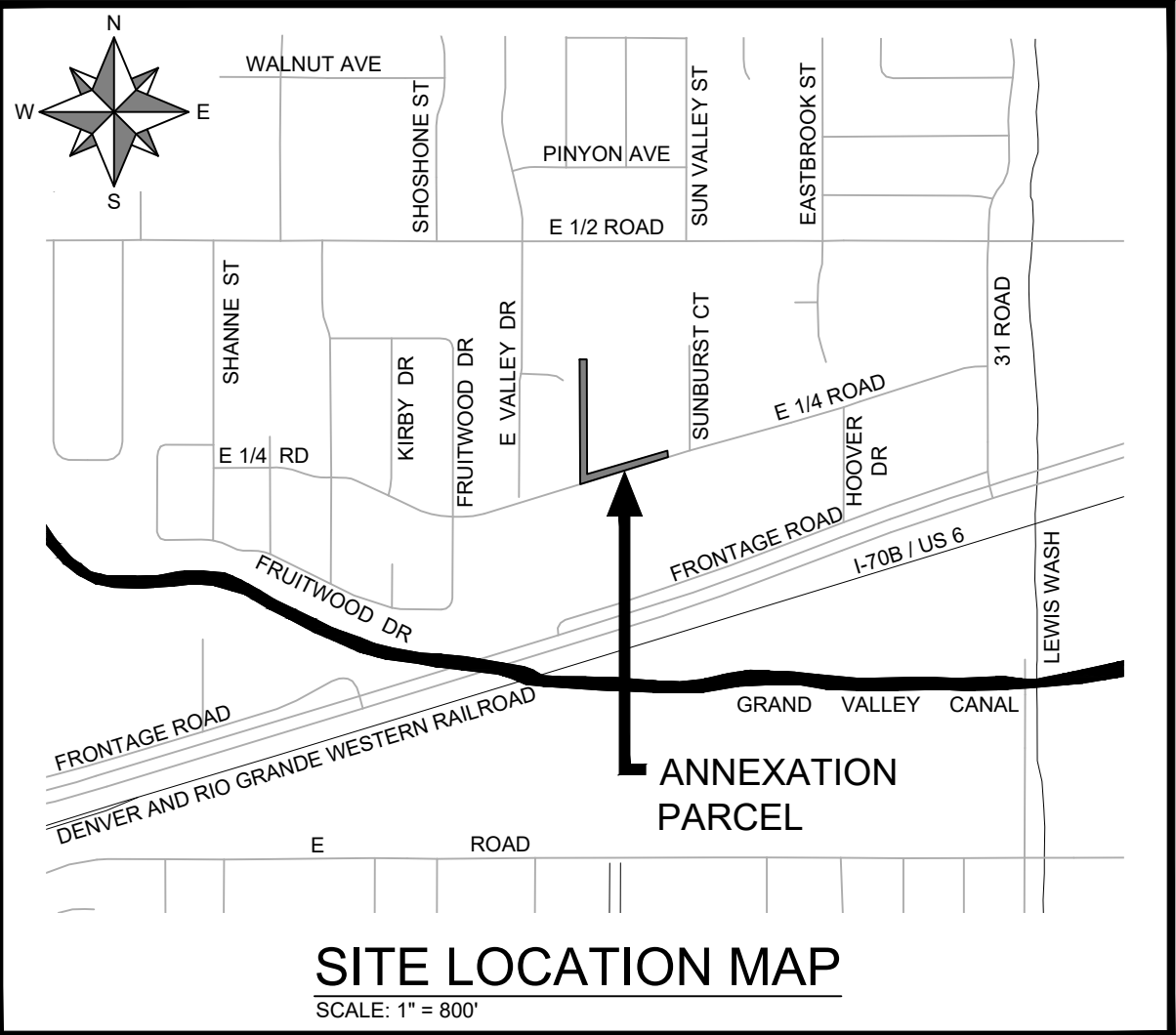


Annexation Site
Packet Page 67

Date Created: 12/9/2025

FOX GROVE ANNEXATION NO. 1

Located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) Section 9,
Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado



LEGAL DESCRIPTION

A parcel of land being a part of the NW1/4SE1/4 of Section 9, Township 1 South, Range 1 East, Ute Meridian, Mesa County, State of Colorado, more particularly described as follows:

Commencing at the CE1/16 corner of said Section 9, whence the C1/4 corner of said Section 9 bears N89°57'17"W 1321.19 feet, said line being the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said line N89°57'17"W 454.19 feet to the NW corner of the parcel described in Reception No. 3135836, thence along the west line of said parcel S00°09'29"E 501.96 feet to the Point of Beginning.

Running thence N89°50'31"E 5.00 feet, thence S00°09'29"E 459.14 feet, thence N73°08'42"E 232.48 feet to the east line of said parcel, thence along said east line S00°09'27"E 5.22 feet to the SE corner of said parcel and the NE corner of the Gutierrez Annexation, thence along the south line of said parcel and the north line of the Gutierrez Annexation S73°08'42"W 237.70 feet to the SW corner of said parcel, thence along the west line of said parcel N00°09'29"W 465.86 feet to the Point of Beginning.

Said parcel of land containing **3.488** square feet or **0.08** acres, more or less.

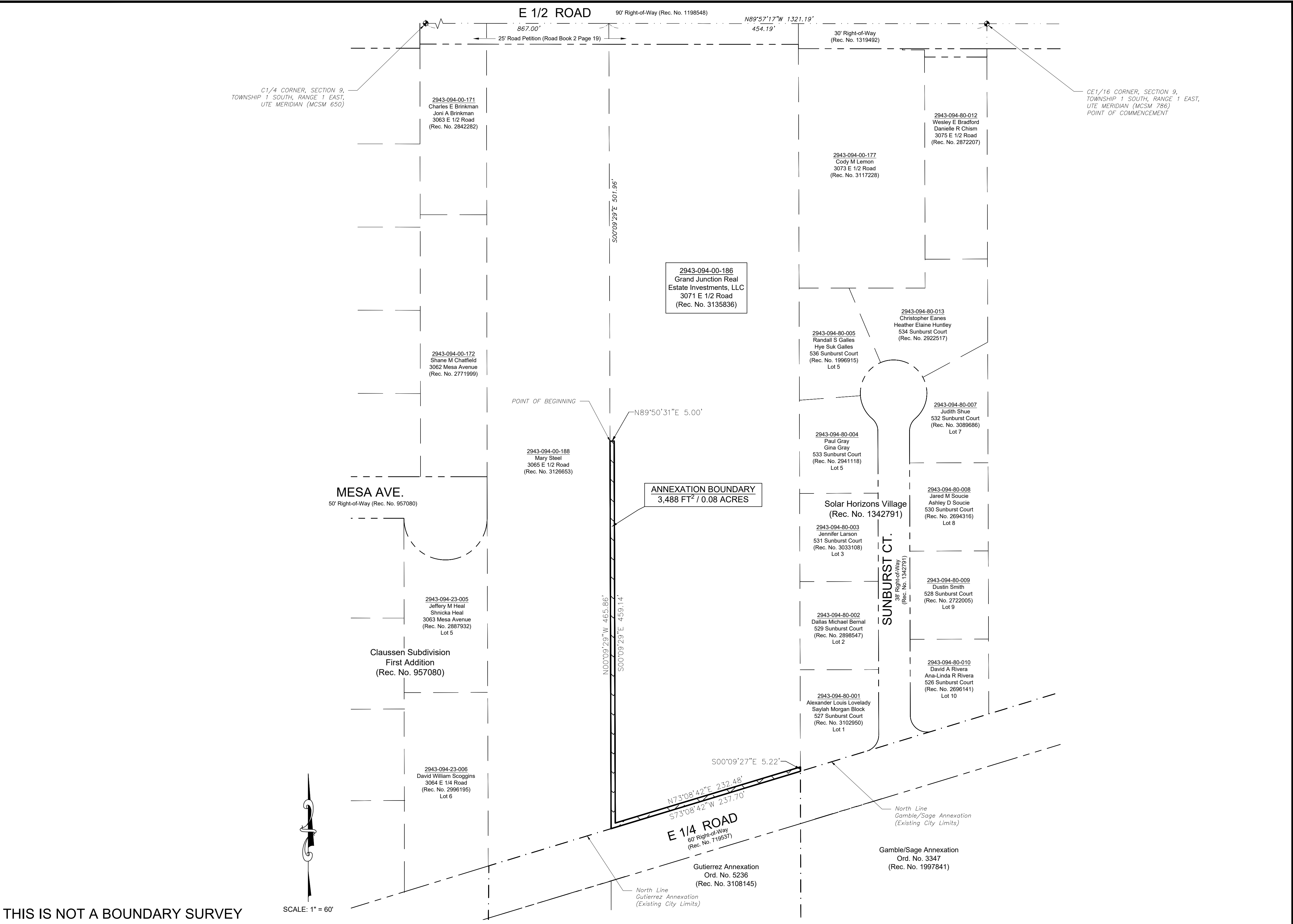
AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	1,405.41 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	237.70 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	3,488 FT²	EXISTING ANNEXATION LIMITS	
AREA IN ACRES	0.08 AC.	SECTION LINE	
AREA WITHIN R.O.W.	0 FT²	RIGHT-OF-WAY	
AREA WITHIN DEEDED R.O.W.	0 AC.	ADJOINER	

SURVEY ABBREVIATIONS		SQ. FT.	SQUARE FEET
POC	POINT OF COMMENCEMENT	Δ=	CENTRAL ANGLE
POB	POINT OF BEGINNING	RAD.	RADIUS
R.O.W.	RIGHT OF WAY	ARC	ARC LENGTH
SEC.	SECTION	CHD.	CHORD LENGTH
T	TOWNSHIP	CHB.	CHORD BEARING
R	RANGE	BLK.	BLOCK
U.M.	UTE MERIDIAN	P.B.	PLAT BOOK
NO.	NUMBER	BK.	BOOK
REC.	RECEPTION	PG.	PAGE
		MCSM	MESA CO. SURVEY MONUMENT

ORDINANCE NO.	EFFECTIVE DATE
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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 OR SURVEYOR. 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

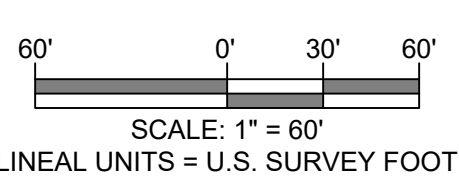


THIS IS NOT A BOUNDARY SURVEY

SCALE: 1" = 60'

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

DRAWN BY: ABL DATE: 11/24/25
REVIEWED BY: ABL DATE: 12/2/25
CHECKED BY: RBP DATE: 12/3/25
APPROVED BY: ABL DATE: 12/3/25



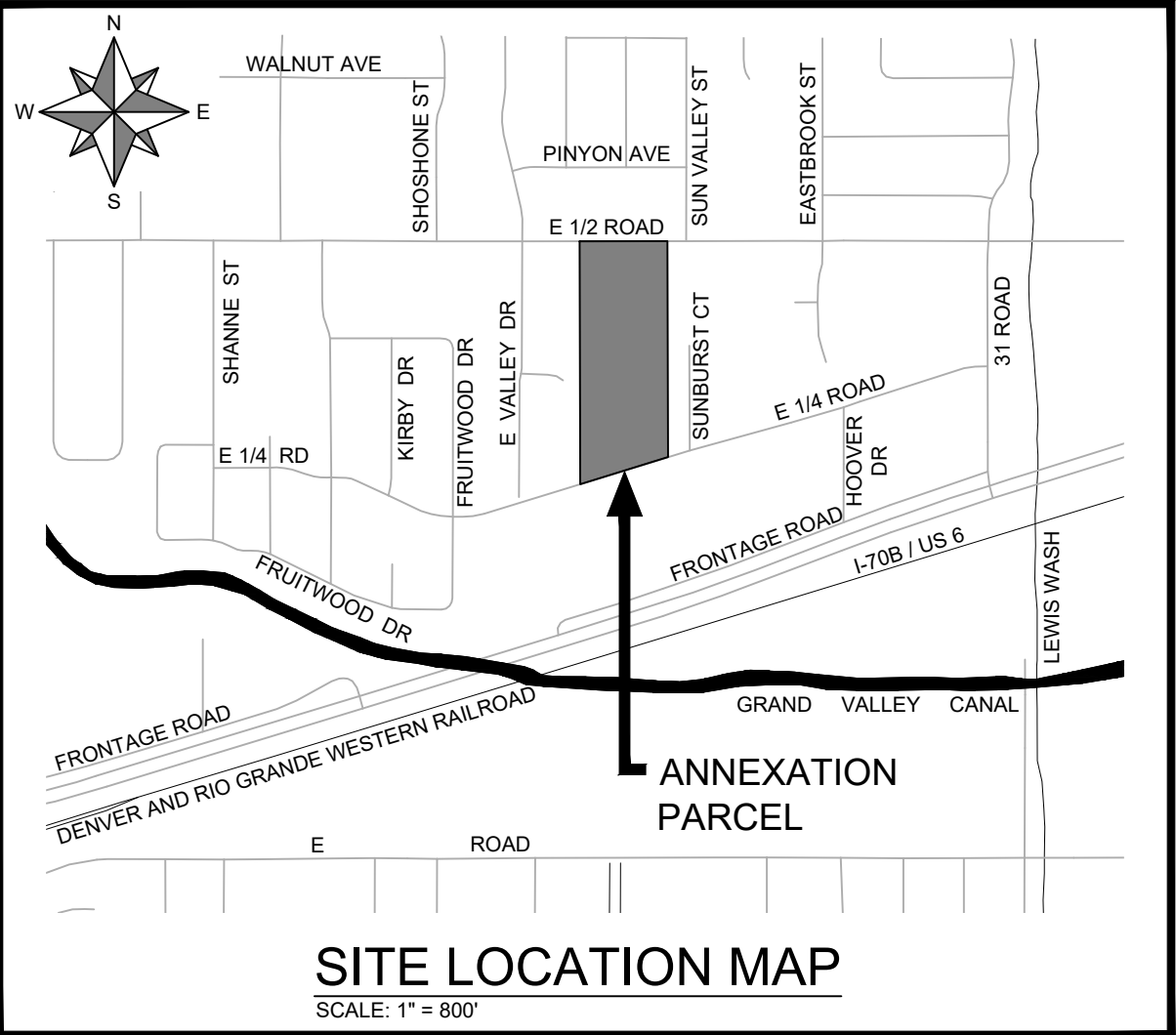
Engineering & Transportation Department
244 North 7th Street - Grand Junction, CO. 81501
(970) 256-4082

FOX GROVE ANNEXATION NO. 1
Located in the NW1/4SE1/4 of Section 9, Township 1 South, Range 1 East,
Ute Meridian, County of Mesa, State of Colorado

1 OF 1

FOX GROVE ANNEXATION NO. 2

Located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) Section 9,
Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado



LEGAL DESCRIPTION

A parcel of land being a part of the NW1/4SE1/4 of Section 9, Township 1 South, Range 1 East, Ute Meridian, Mesa County, State of Colorado, more particularly described as follows:

Commencing at the CE1/16 corner of said Section 9, whence the C1/4 corner of said Section 9 bears N89°57'17"W 1321.19 feet, said line being the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said line N89°57'17"W 226.50 feet to the NE corner of the parcel described in Reception No. 3135836 and the Point of Beginning.

Running thence along the north line of said parcel N89°57'17"W 227.69 feet to the NW corner of said parcel, thence along the west line of said parcel S00°09'29"E 501.96 feet to the NW corner of the Fox Grove Annexation No. 1, thence along said annexation the following three (3) courses: (1) N89°50'31"E 5.00 feet, (2) thence S00°09'29"E 459.14 feet, (3) thence N73°08'42"E 232.48 feet to the east line of said parcel, thence along said east line N00°09'27"W 893.50 feet to the NE corner of said parcel and the Point of Beginning.

Said parcel of land containing **209,001** square feet or **4.80** acres, more or less.

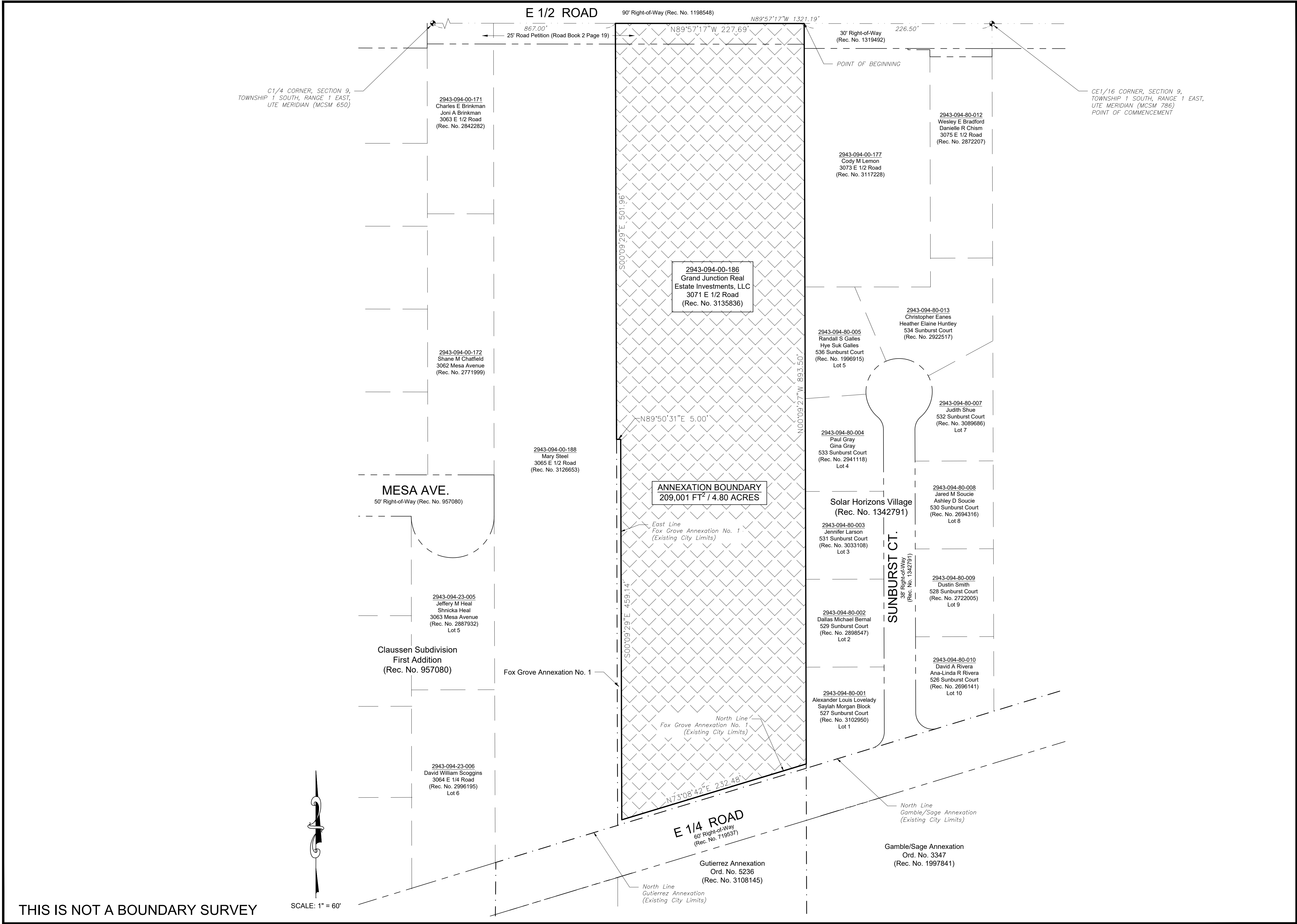
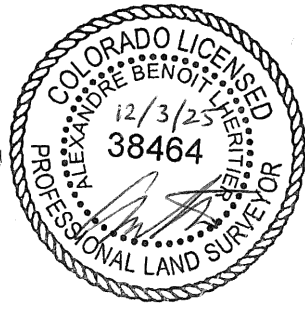
AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	2,319.77 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	696.62 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	209,001 FT ²	EXISTING ANNEXATION LIMITS	
AREA IN ACRES	4.80 AC.	SECTION LINE	
AREA WITHIN R.O.W.	5,693 FT ²	RIGHT-OF-WAY	
AREA WITHIN DEEDED R.O.W.	0 FT ²	ADJOINER	
	0 AC.		

SURVEY ABBREVIATIONS			
POC	POINT OF COMMENCEMENT	FT ²	SQUARE FEET
POB	POINT OF BEGINNING	AC.	ACRES
R.O.W.	RIGHT OF WAY	A=	CENTRAL ANGLE
SEC.	SECTION	RAD.	RADIUS
T	TOWNSHIP	ARC	ARC LENGTH
R	RANGE	CHD.	CHORD LENGTH
U.M.	UTE MERIDIAN	CHB.	CHORD BEARING
NO.	NUMBER	MCSM	MESA COUNTY SURVEY
REC.	RECEPTION		MONUMENT

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



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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 17th day of December, 2025, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. XX-25

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

FOX GROVE ANNEXATION

**APPROXIMATELY 4.88
ACRES
LOCATED AT 3071 E ½ ROAD**

WHEREAS, on the 17th day of December, 2025, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situated in Mesa County, Colorado, and described as follows:

FOX GROVE ANNEXATION

FOX GROVE ANNEXATION

Perimeter Boundary Legal Description

A Serial Annexation Comprising of Fox Grove Annexation No. 1 and Fox Grove Annexation No. 2

Fox Grove Annexation No. 1

A parcel of land being a part of the NW1/4SE1/4 of Section 9, Township 1 South, Range 1 East, Ute Meridian, Mesa County, State of Colorado, more particularly described as follows:

Commencing at the CE1/16 corner of said Section 9, whence the C1/4 corner of said Section 9 bears N89°57'17"W 1321.19 feet, said line being the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said line N89°57'17"W 454.19 feet to the NW corner of the parcel described in Reception No. 3135836, thence along the west line of said parcel S00°09'29"E 501.96 feet to the Point of Beginning.

Running thence N89°50'31"E 5.00 feet, thence S00°09'29"E 459.14 feet, thence N73°08'42"E 232.48 feet to the east line of said parcel, thence along said east line S00°09'27"E 5.22 feet to the SE corner of said parcel and the NE corner of the Gutierrez Annexation, thence along the south line of said parcel and the north line of the Gutierrez Annexation S73°08'42"W 237.70 feet to the SW corner of said parcel, thence

along the west line of said parcel N00°09'29"W 465.86 feet to the Point of Beginning. Said parcel of land containing 3,488 square feet or 0.08 acres, more or less.

Fox Grove Annexation No. 2

A parcel of land being a part of the NW1/4SE1/4 of Section 9, Township 1 South, Range 1 East, Ute Meridian, Mesa County, State of Colorado, more particularly described as follows:

Commencing at the CE1/16 corner of said Section 9, whence the C1/4 corner of said Section 9 bears N89°57'17"W 1321.19 feet, said line being the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said line N89°57'17"W 226.50 feet to the NE corner of the parcel described in Reception No. 3135836 and the Point of Beginning.

Running thence along the north line of said parcel N89°57'17"W 227.69 feet to the NW corner of said parcel, thence along the west line of said parcel S00°09'29"E 501.96 feet to the NW corner of the Fox Grove Annexation No. 1, thence along said annexation the following three (3) courses: (1) N89°50'31"E 5.00 feet, (2) thence S00°09'29"E 459.14 feet, (3) thence N73°08'42"E 232.48 feet to the east line of said parcel, thence along said east line N00°09'27"W 893.50 feet to the NE corner of said parcel and the Point of Beginning.

Said parcel of land containing 209,001 square feet or 4.80 acres, more or less.

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

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

1. That a hearing will be held on the 21st day of January, 2026, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an

election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the 17th day of December, 2025.

Cody Kennedy
President of the Council

Attest:

Selestina Sandoval
City Clerk

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

City Clerk

<i>DATES PUBLISHED</i>
December 20th, 2025
December 27th, 2025
January 3rd, 2026
January 10th, 2026

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. XXXX

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO
FOX GROVE ANNEXATION**

**LOCATED AT 3071 E ½ RD
APPROXIMATELY 4.88 ACRES**

WHEREAS, on the 17th day of December, 2025, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 21st day of January, 2026; and

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

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

That the property situated in Mesa County, Colorado, and described to wit:

FOX GROVE ANNEXATION
Perimeter Boundary Legal Description
**A Serial Annexation Comprising of Fox Grove Annexation No. 1 and Fox Grove
Annexation No. 2**
EXHIBITS A & B

Fox Grove Annexation No. 1

A parcel of land being a part of the NW1/4SE1/4 of Section 9, Township 1 South, Range 1 East, Ute Meridian, Mesa County, State of Colorado, more particularly described as follows:

Commencing at the CE1/16 corner of said Section 9, whence the C1/4 corner of said Section 9 bears N89°57'17"W 1321.19 feet, said line being the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said line N89°57'17"W 454.19 feet to the NW corner of the parcel described in Reception No. 3135836, thence along the west line of said parcel S00°09'29"E 501.96 feet to the Point of Beginning.

Running thence N89°50'31"E 5.00 feet, thence S00°09'29"E 459.14 feet, thence

N73°08'42"E 232.48 feet to the east line of said parcel, thence along said east line S00°09'27"E 5.22 feet to the SE corner of said parcel and the NE corner of the Gutierrez Annexation, thence along the south line of said parcel and the north line of the Gutierrez Annexation S73°08'42"W 237.70 feet to the SW corner of said parcel, thence along the west line of said parcel N00°09'29"W 465.86 feet to the Point of Beginning. Said parcel of land containing 3,488 square feet or 0.08 acres, more or less.

Fox Grove Annexation No. 2

A parcel of land being a part of the NW1/4SE1/4 of Section 9, Township 1 South, Range 1 East, Ute Meridian, Mesa County, State of Colorado, more particularly described as follows:

Commencing at the CE1/16 corner of said Section 9, whence the C1/4 corner of said Section 9 bears N89°57'17"W 1321.19 feet, said line being the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said line N89°57'17"W 226.50 feet to the NE corner of the parcel described in Reception No. 3135836 and the Point of Beginning.

Running thence along the north line of said parcel N89°57'17"W 227.69 feet to the NW corner of said parcel, thence along the west line of said parcel S00°09'29"E 501.96 feet to the NW corner of the Fox Grove Annexation No. 1, thence along said annexation the following three (3) courses: (1) N89°50'31"E 5.00 feet, (2) thence S00°09'29"E 459.14 feet, (3) thence N73°08'42"E 232.48 feet to the east line of said parcel, thence along said east line N00°09'27"W 893.50 feet to the NE corner of said parcel and the Point of Beginning.

Said parcel of land containing 209,001 square feet or 4.80 acres, more or less.

And depicted in Exhibits A and B

Shall be annexed to the City limits of Grand Junction.

INTRODUCED on first reading on the 17th day of December, 2025 and ordered published in pamphlet form.

ADOPTED on second reading the 21st day of January, 2026 and ordered published in pamphlet form.

Cody Kennedy
President of the Council

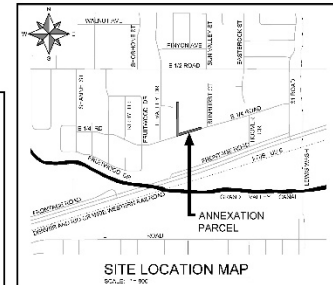
Attest:

Selestina Sandoval
City Clerk

EXHIBIT A

FOX GROVE ANNEXATION NO. 1

Located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) Section 9,
Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado



LEGAL DESCRIPTION
A parcel of land being a part of the NW1/4SE1/4 of Section 9, Township 1 South, Range 1 East, Ute Meridian, Mesa County, State of Colorado, more particularly described as follows:
Commencing at the SE1/4 corner of said Section 9, whence the C1/4 corner of said Section 9 bears North 1/4° 10' 10" East, 118 feet, said line being the base of bearings in the Mesa County - Ute Meridian Coordinate System for the Grand Valley area, thence running thence along said line N 89° 57' 17" E 414.15 feet to the NW corner of the parcel described in decedent No. 313089, thence along the westerly line of said parcel S 80° 02' 02" E 501.95 feet to the Point of Beginning.
Running thence N 89° 57' 17" E 508.10 feet, thence S 80° 02' 02" E 459.14 feet, thence N 77° 38' 42" E 232.43 feet to the westerly line of said parcel, thence along said line S 80° 02' 02" E 22 feet to the SE corner of said parcel, and the NE corner of the Grand Valley area, thence along the westerly line of said parcel and the westerly line of the Grand Valley area S 73° 04' 42" W 237.75 feet to the SW corner of said parcel, thence along the westerly line of said parcel N 80° 02' 02" E 458.36 feet to the Point of Beginning.
Said parcel of land containing 3.486 square feet or 0.08 acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	1,435.41 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	237.75 FT.	EXISTING ANNEXATION LIMITS	
AREA IN SQUARE FEET	3,486	RIGHT-OF-WAY ADJACENT	
AREA IN ACRES	0.08		
AREA W/IN C.O.W.	2		
AREA W/IN SUBURB H.O.W.	3		
	3		
	3		
	3		

ORDINANCE NO.

EFFECTIVE DATE

NOTE
THE INFORMATION CONTAINED HEREIN HAVE BEEN DERIVED FROM SURVEYOR PLATS, DEED DESCRIPTIONS AND DEPOSIT SURVEYS AS THEY APPEAR IN THE RECORDS OF THE MESA COUNTY CLERK'S OFFICE. THE CITY OF GRAND JUNCTION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

ALEXANDER S. HILL, JR.
SURVEYOR OF COLORADO TITLE & LAND
FOR THE CITY OF GRAND JUNCTION
24 NORTH 7TH STREET
GRAND JUNCTION, CO 81401

FOX GROVE ANNEXATION NO. 1
Located in the NW1/4SE1/4 of Section 9, Township 1 South, Range 1 East,
Ute Meridian, County of Mesa, State of Colorado

1 OF 1

Colorado State Surveyor's Office, 2250 North 1st Avenue, Suite 200, Grand Junction, CO 81401, 970.243.1400

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

DRAWN BY: ABL DATE: 1/24/25
REVIEWED BY: ABL DATE: 1/24/25
CHECKED BY: REP DATE: 12/23/24
APPROVED BY: ABL DATE: 12/23/24

60' 0' 30' 60'
SCALE: 1" = 60'
LINEAL SURVEY & PLAT SURVEY

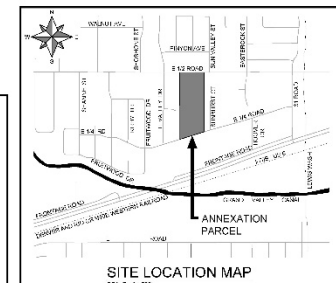
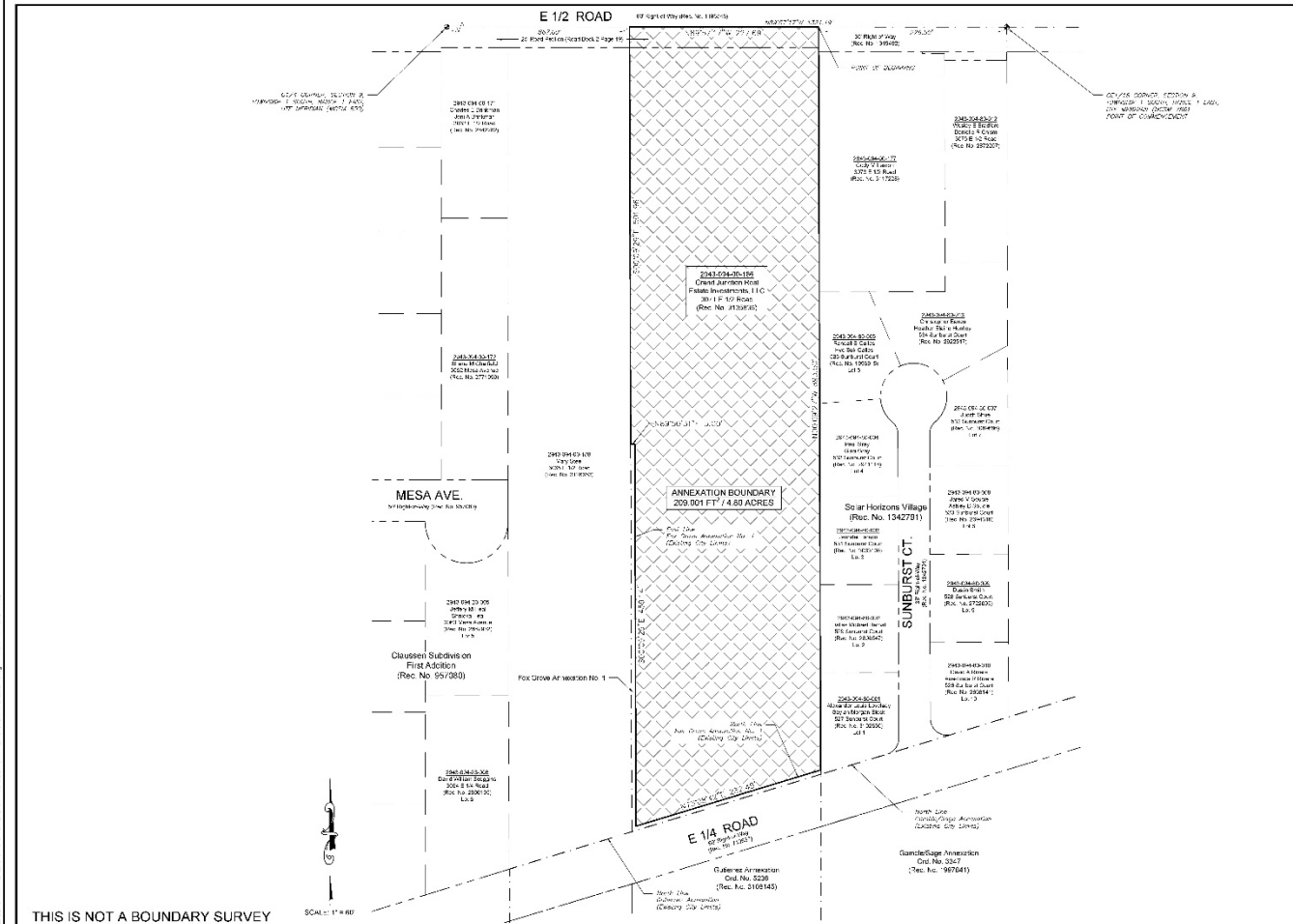


Engineering & Transportation Department
245 North 1st Street, Grand Junction, CO, 81401
(970) 245-1022

EXHIBIT B



FOX GROVE ANNEXATION NO. 2

Located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) Section 9,
Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado



LEGAL DESCRIPTION

[illegible]

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	2,319.77 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	899.32 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	206,501 F ²	COSTING	-----
AREA IN ACRES	4.73 AC.	ANNEXATION LIMITS	-----
AREA WITHIN C.O.W.	5,002 F ²	SECTION LINE	-----
	0.13 AC.	RIGHT-OF-WAY	-----
AREA WITHIN SCHOOL ZONE	0 F ²	ADJOINER	-----
	0 AC.		

SURVEY ABBREVIATIONS			
HOC	POINT OF COMMENCEMENT	FT	SQUARE FEET
POR	POINT OF BEGINNING	AC	ACRES
R.O.V.	RIGHT OF WAY	Δ	CENTRAL ANGLE
SFC	SECTION	RAD	RADIUS
T	TOWNSHIP	ARC	ARC LENGTH
RANGE	RANGE	CH	CHORD LENGTH
LM	UTM MERIDIAN	±	± 15
N.C.	NUMBER	MCOM	MCRA COUNTY SURVEY
REC.	RECEPTION		MONUMENT

ORDINANCE NO.	EFFECTIVE DATE
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NOTE:
THE "DESCRIPTOR(S)" CONTAINED HEREIN HAVE BEEN DERIVED FROM
SURVEYOR PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR
IN THE OFFICE OF THE MESEA COUNTY CLERK & RECORDER OR SURVEYOR. THIS
"PLAT OF AMMEXION 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 S. HENNER
STATE OF COLORADO - P.L.S. NO. 28454
FOR THE CITY OF GRAND JUNCTION
244 NORTH 17TH STREET
GRAND JUNCTION, CO 81501

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

DRAWN BY: ABL DATE 1/24/25
 REVIEWED BY: ARI DATE 1/27/25
 CHECKED BY: RRP DATE 1/28/25
 APPROVED BY: ABL DATE 1/28/25

6" 0' 30' 6"
 SCALE: 1" = 60'
 LINEAL IN S = U.S. SURVEY FOOT



**Engineering & Transportation
Department**
244 North 7th Street Grand Junction, CO, 81501
(970) 256-1082

FOX GROVE ANNEXATION NO. 2
located in the NW1/4SE1/4 of Section 9, Township 1 South, Range 1 East,
Ute Meridian, County of Mesa, State of Colorado

1 OF 1



Grand Junction City Council

Regular Session

Item #2.b.iii.

Meeting Date: December 17, 2025
Presented By: Tim Lehrbach, Principal Planner
Department: Community Development
Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Morelli Annexation of 2.56 acres, Located on Unaddressed Property Between 3105 E 1/2 Road and 3112 I-70B, and Setting a Hearing for January 21, 2026

RECOMMENDATION:

Staff recommends adoption of a resolution referring the petition for the Morelli Annexation, introducing the proposed annexation Ordinance, and setting a hearing for January 21, 2026.

EXECUTIVE SUMMARY:

The Applicants, The Morelli Family Trust, U/A and Carla A. Morelli, are requesting annexation of an approximately 2.56-acre parcel between 3105 E ½ Road and 3112 I-70B. The subject property is vacant. Annexation is requested to zone the property for mixed-use or commercial development. The property is Annexable Development per the Persigo Agreement. The request for zoning will be considered separately by City Council, but concurrently with the annexation request, and will be heard in a future Council action.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Applicants, The Morelli Family Trust, U/A and Carla A. Morelli, are requesting annexation of an approximately 2.56-acre parcel between 3105 E ½ Road and 3112 I-70B. The subject property is vacant. Annexation is requested to zone the property for mixed-use or commercial development. The property is Annexable Development per the Persigo Agreement. The request for zoning will be considered separately by City

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

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – December 3, 2025
- Planning Commission considers Zone of Annexation – January 13, 2026
- Introduction of a Proposed Ordinance on Zoning by City Council – January 7, 2026
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – January 21, 2026
- Effective date of Annexation and Zoning – February 23, 2026

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held at Central High School on January 24, 2025. The applicants and their representative, City staff, and one member of the public attended.

FINDINGS OF FACT

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

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

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

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

The proposed annexation will be completed as a serial annexation. Each annexation in the series meets the 1/6 contiguity requirements for annexation by the 28.3% adjacency of Annexation #1 to City limits to the north, and by the 21.9% adjacency of Annexation #2 to Annexation #1.

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

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

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

The vicinity is partially developed with single-unit residential and commercial uses both within and outside the City limits. The property has existing urban utilities and services near and available to the property.

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

The proposed annexation area is adjacent to the city limits along its northern boundary and has access to I-70B Road. Urban services are available to the subject property.

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

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

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

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

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 82-25, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation, and exercising land use control over the Morelli Annexation, approximately 2.56 Acres, located between 3105 E ½ Road and 3112 I-70B – Parcel No. 2943-103-00-101, as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, Morelli Annexation, approximately 2.56 Acres, located between 3105 E ½ Road and 3112 I-70B – Parcel No. 2943-103-00-101, and set a public hearing for January 21, 2026.

Attachments

1. Development Application
2. Schedule and Summary Table
3. Maps
4. Morelli Annexation Annexation No. 1 Map
5. Morelli Annexation Annexation No. 2 Map
6. Resolution - Petition Referral (Land Use Control)
7. 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: Vacant

Existing Zoning: County RSF-4

Proposed Land Use Designation: Mixed Use

Proposed Zoning: MU-2

Property Information

Site Location: MC Parcel 2943-103-00-101

Site Acreage: 2.57

Site Tax No(s): 2943-103-00-101

Site Zoning: _____

Project Description: Annexation of 2.57 acres

Property Owner Information

Name: Morelli Family Trust

Street Address: 232 Cobblestone Dr

City/State/Zip: Antioch, CA 94509

Business Phone #: _____

E-Mail: mike@mmconstruction2.net

Fax #: _____

Contact Person: Mike Morelli

Contact Phone #: 415-370-6961

Applicant Information

Name: Carla Morelli

Street Address: PO Box 2319

City/State/Zip: Sandy, UT 84091

Business Phone #: _____

E-Mail: cmorelli.saurdiff@gmail.com

Fax #: _____

Contact Person: Carla Morelli

Contact Phone #: _____

Representative Information

Name: APEX Consulting Engineers

Street Address: 2515 Foresight

City/State/Zip: GJ, CO 81505

Business Phone #: 970-424-5280

E-Mail: eric@apexgj.com

Fax #: _____

Contact Person: Eric C. Marquez

Contact Phone #: 970-424-5280

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: Eric C. Marquez

Date: 02-12-2025

Signature of Legal Property Owner: MIKE MORELLI

Date: 3/13/25

OWNERSHIP STATEMENT - TRUST

(a) The Morelli Family Trust, U/A dated October 21, 2022 ("Trust") is the owner of the following property:

(b) See attached legal description

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

I, (c) Mike Morelli, am the Trustee for the Trust. I have the legal authority to bind the Trust to agreements concerning financial obligations and this property. I have attached the most recently recorded Statement of Authority of the Trust.

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

☐ My legal authority to bind the Trust financially and/or concerning this property is limited in the following manner:

All other Trustees and their authority to bind the Trust are listed and described here:

Jayme D. Morelli

☐ Trust is the sole owner of the property.

☒ Trust owns the property with other(s). The other owners of the property are:

(d) Carla A. Morelli

On behalf of Trust, I have reviewed the application for the (e) Annexation

I understand the continuing duty to inform the City planner of any changes in my authority to bind the Trust or regarding any interest in the property, such as ownership, easement, right-of-way, encroachment, boundary disputes, lienholder and any other interest in the property.

☐ I and the Trustees have no knowledge of any possible conflicts between the boundary of the property and abutting properties.

☒ I and the Trustees have the following knowledge (indicate who has the knowledge) and evidence concerning possible boundary conflicts between the property and the abutting property(ies):

(f) fence and shed encroachment on north property line

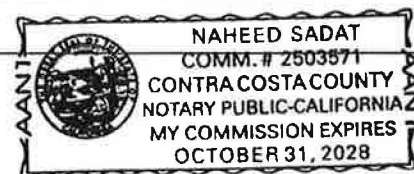
I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Partnership representative [Signature]

Printed name of person signing: MIKE E. MORELLI

State of California)

County of Contra Costa) ss.



Subscribed and sworn to before me on this 29 day of September, 20 25

by MIKE E. MORELLI

Witness my hand and seal.

My Notary Commission expires on 10-31-2028

[Signature]
Notary Public Signature

This Document Prepared By:

EDWARD YOUNGER

Attorney at Law

Law Office of Edward Younger

420 Beatrice Court, Suite G1

Brentwood, California 94513

(925)420-4111

**After Recording, Return and
Mail Tax Statements To:**

Mike Morelli and Jayme D. Morelli, as co-Trustees

232 COBBLESTONE DRIVE

ANTIOCH, CA 94509

WARRANTY DEED

MICHAEL E. MORELLI, GRANTOR,

Whose current mailing address is 232 COBBLESTONE DRIVE, ANTIOCH, CA 94509.

HEREBY conveys and warrants to

MIKE MORELLI and JAYME D. MORELLI, as co-Trustees of THE MORELLI FAMILY TRUST, U/A dated October 21, 2022, GRANTEE,

Whose mailing address is 232 COBBLESTONE DRIVE, ANTIOCH, CA 94509;

FOR the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, all of the following described tract of land in the County of Mesa, State of Colorado:

BEG 349.37FT E + 297.25FT S OF W4 COR SEC 10 1S 1E E 237.49FT S 434.73FT to N LI HWY 6 + 24 S 73DEG03'
W ALG SD HWY 248.28FT.

Parcel Number 2943-103-00-101

SUBJECT TO the Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements that are now of record, if any.

The then-acting Trustee has the power and authority to encumber or otherwise to manage and dispose of the hereinabove described real property; including, but not limited to, the power to convey.

WITNESS, the hand of said grantors, this 21 day of October, 2022.



MICHAEL E. MORELLI

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

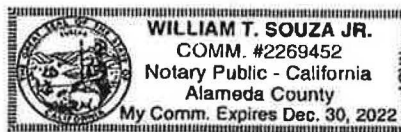
STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On October 21, 2022, before me, William T Souza Jr, a Notary Public, personally appeared MICHAEL E. MORELLI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

William T Souza Jr
Notary Public Signature



Notary Public Seal

PERSONAL REPRESENTATIVE'S DEED
(Testate Estate)

THIS DEED is made by Carla Ann Saurdiff, as Personal Representative of the Estate of Frank J. Mancuso a/k/a Frank Mancuso,, deceased, Grantor, to Carla Ann Saurdiff and Michael E. Morelli, Grantee, whose legal address is 8459 South 1275 East, Sandy, Utah 84094.

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated April 24, 2008, which Will was duly admitted to informal probate on July 24, 2008, by the District Court in and for the County of Mesa, State of Colorado, Probate No. 08 PR 254;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on August 1, 2008, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantee as the persons entitled to distribution of the property in the above captioned Will the following described real property situate in the County of Mesa, State of Colorado:


Beginning at a point 349.37 feet East and 297.25 feet South from the West Quarter corner of Section Ten (10), Township One (1) South, Range One (1) East of the Ute Meridian; thence East 237.49 feet, thence South 434.73 feet to the North right-of-way line of U.S. Highway 6 & 24; thence South 73° 03' West along said right-of-way 248.28 feet; thence North 507.12 feet to the point of beginning in Mesa County, Colorado, containing 2.568 acres; together with a 10 ft. permanent utility easement described in a Utility Easement Grant and Agreement recorded May 9, 2008 in Book 4662 at Page 24, Reception No. 2438933; together with a pro rata interest in the water of the Palisade Irrigation District, and all other water rights appurtenant to said premises or used thereon, and all ditch and ditch rights in connection therewith;

also known by street and number as:
assessor's schedule or parcel number:

With all appurtenances, except and subject to covenants, existing as well as recorded easements and rights of way, restrictions, reservations and limitations of use, special districts, building and zoning regulations and general property taxes for the year 2009.

As used herein, the singular includes the plural and the plural the singular.

Executed: August 21, 2009


Carla Ann Saurdiff, Personal Representative of the Estate of Frank J. Mancuso a/k/a Frank Mancuso, Deceased

STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was acknowledged before me this 21st day of August, 2009, by Carla Ann Saurdiff as Personal Representative of the Estate of Frank J. Mancuso a/k/a Frank Mancuso, Deceased.

Witness my hand and official seal.

My commission expires: 7-2-2010


Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

No. CPC46. Rev. 7-01. PERSONAL REPRESENTATIVE'S DEED (Testate)

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named the **Morelli Family Trust, U/A, dated October 21, 2022**, and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a Trust.
3. The entity was formed under the laws of California and is currently governed by the laws of the State of California.
4. The mailing address for the entity is: 232 Cobblestone Drive, Antioch, California, 94509
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: **Mike Morelli and Jayme D. Morelli, Trustees.**
6. The authority of the foregoing person(s) to bind the entity is unlimited.
7. Other matters concerning the manner in which the entity deals with interests in real property: N/A

Executed this 29 day of September 2025.



Mike Morelli, Trustee



Jayme D. Morelli, Trustee

STATE OF California)

COUNTY OF Contra Costa) ss.

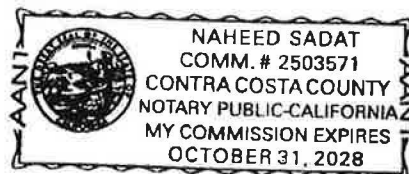
The foregoing instrument was acknowledged before me this 29 day of September, 20 25 by Mike Morelli and Jayme D. Morelli as Trustees of the Morelli Family Trust, U/A, dated October 21, 2022.

Witness my hand and official seal.

My commission expires: 10-31-2025


Notary Public

4917-3407-9337, v. 1



OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Carla A. Morelli NKA Carla A. Saurdiff, am the owner of the following real property:

(b) See attached legal description

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):

The Morelli Family Trust, U/A dated October 21, 2022

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) fence and shed encroachment on north property line

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: *Carla A. Morelli*

Printed name of owner: Carla A. Morelli

State of Nevada)

County of Clark) ss.

Subscribed and sworn to before me on this 06 day of October, 2025
by Carla A. Saurdiff

Witness my hand and seal.

My Notary Commission expires on 05-04-2026



Lucy Macias
Notary Public Signature

LEGAL DESCRIPTION

Beginning at a point 349.37 feet East and 297.25 feet South from the West Quarter corner of Section Ten (10), Township One (1) South, Range One (1) East of the Ute Meridian; thence East 237.49 feet, thence South 434.73 feet to the North right-of-way line of U.S. Highway 6 & 24; thence South 730 03' West along said right-of-way 248.28 feet; thence North 507.12 feet to the point of beginning in Mesa County, Colorado, containing 2.568 acres; together with a 10 ft. permanent utility easement described in a Utility Easement Grant and Agreement recorded May 9, 2008 in Book 4662 at Page 24, Reception No. 2438933; together with a pro rata interest in the water of the Palisade Irrigation District, and all other water rights appurtenant to said premises or used thereon, and all ditch and ditch rights in connection therewith.

RECEPTION#: 2776757
10/6/2016 10:52:48 AM, 1 of 1
Recording: \$11.00,
Sheila Reiner, Mesa County, CO.
CLERK AND RECORDER

WHEN RECORDED MAIL TO:

Carla A. Morelli
8459 S 1275 E
Sandy, UT 84094

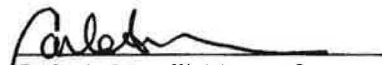
QUIT CLAIM DEED

I, Carla A. Morelli as Trustee of the CARLA A. MORELLI TRUST dated the 24th day of April, 2014, ("Grantor") do hereby quit-claim to Carla A. Morelli and Michael E. Morelli ("Grantees"), for good and valuable consideration, the following described tract of land located in the County of Mesa, State of Colorado:

Beginning at a point 349.37 feet East and 297.25 feet South from the West Quarter corner of Section Ten (10), Township One (1) South, Range One (1) East of the Ute Meridian; thence East 237.49 feet, thence South 434.73 feet to the North right-of-way line of U.S. Highway 6 & 24; thence South 73° 03' West along said right-of-way 248.28 feet; thence North 507.12 feet to the point of beginning in Mesa County, Colorado, containing 2.568 acres; together with a 10 ft. permanent utility easement described in a Utility Easement Grant and Agreement recorded May 9, 2008 in Book 4662 at Page 24, Reception No. 2438933; together with a pro rata interest in the water of the Palisade Irrigation District, and all other water rights appurtenant to said premises or used thereon, and all ditch and ditch rights in connection therewith;

Assessor's Parcel Number: 2943-103-00-101

Witness the hand of said grantor this 28th day of September, 2016.


Carla A. Morelli, Trustee

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 28th day of September, 2016, personally appeared before me a Notary Public in and for the State of Utah, Carla A. Morelli, Trustee of the Carla A. Morelli Trust dated the 24th day of April, 2014, the signer of the above Deed and duly acknowledged to me that she executed the same by her usual signature.




Carolyn C. Clyde
Notary Public

3 PAGE DOCUMENT

WHEN RECORDED MAIL TO:

Carla A. Morelli
8459 S 1275 E
Sandy, UT 84094

QUIT CLAIM DEED

We, Carla Ann Saurdiff and Michael E. Morelli, ("Grantors") do hereby quit-claim to Carla A. Morelli as Trustee of the CARLA A. MORELLI TRUST dated the 24th day of April, 2014, ("Grantee") for good and valuable consideration, the following described tract of land located in the County of Mesa, State of Colorado:

Beginning at a point 349.37 feet East and 297.25 feet South from the West Quarter corner of Section Ten (10), Township One (1) South, Range One (1) East of the Ute Meridian; thence East 237.49 feet, thence South 434.73 feet to the North right-of-way line of U.S. Highway 6 & 24; thence South 73° 03' West along said right-of-way 248.28 feet; thence North 507.12 feet to the point of beginning in Mesa County, Colorado, containing 2.568 acres; together with a 10 ft. permanent utility easement described in a Utility Easement Grant and Agreement recorded May 9, 2008 in Book 4662 at Page 24, Reception No. 2438933; together with a pro rata interest in the water of the Palisade Irrigation District, and all other water rights appurtenant to said premises or used thereon, and all ditch and ditch rights in connection therewith;

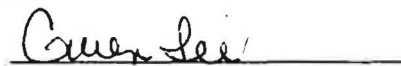
Assessor's Parcel Number: 2943-103-00-101

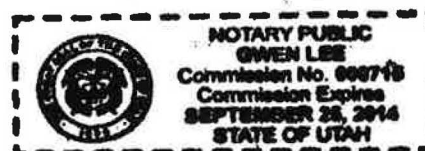
Witness the hand of said grantor this 29 day of May, 2014.


Carla Ann Saurdiff

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 29th day of May, 2014, personally appeared before me a Notary Public in and for the State of Utah, Carla Ann Saurdiff, the signer of the above Deed and duly acknowledged to me that she executed the same by her usual signature.


Notary Public



Recorders Note: Grantee Address
8459 South 1275 East
Sandy, UT 84094

Witness the hand of said grantor this ____ day of May, 2014.



5-28-14

Michael E. Morelli

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of May, 2014, personally appeared before me a Notary Public in and for the State of _____, Michael E. Morelli, the signer of the above Deed and duly acknowledged to me that he executed the same by his usual signature.

Sean Robert Lee Hooker
Notary Public

James Allen Maxwell
a notary public
5/28/2014

State of California)

County of Contra Costa)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On May 28, 2014 before me, James Alan Maxwell - a notary public,
(here insert name and title of the officer)

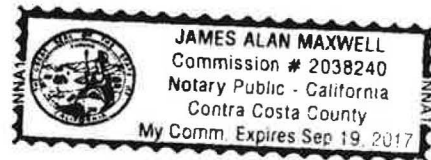
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Quit claim deed

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

☒ Individual(s)

☐ Attorney-in-Fact

☐ Corporate Officer(s) _____

Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other: _____

representing: _____

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input checked="" type="checkbox"/> Form(s) of identification	<input type="checkbox"/> Credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

PERSONAL REPRESENTATIVE'S DEED
(Testate Estate)

THIS DEED is made by Carla Ann Saurdiff, as Personal Representative of the Estate of Frank J. Mancuso a/k/a Frank Mancuso,, deceased, Grantor, to Carla Ann Saurdiff and Michael E. Morelli, Grantee, whose legal address is 8459 South 1275 East, Sandy, Utah 84094.

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated April 24, 2008, which Will was duly admitted to informal probate on July 24, 2008, by the District Court in and for the County of Mesa, State of Colorado, Probate No. 08 PR 254;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on August 1, 2008, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantee as the persons entitled to distribution of the property in the above captioned Will the following described real property situate in the County of Mesa, State of Colorado:


Beginning at a point 349.37 feet East and 297.25 feet South from the West Quarter corner of Section Ten (10), Township One (1) South, Range One (1) East of the Ute Meridian; thence East 237.49 feet, thence South 434.73 feet to the North right-of-way line of U.S. Highway 6 & 24; thence South 73° 03' West along said right-of-way 248.28 feet; thence North 507.12 feet to the point of beginning in Mesa County, Colorado, containing 2.568 acres; together with a 10 ft. permanent utility easement described in a Utility Easement Grant and Agreement recorded May 9, 2008 in Book 4662 at Page 24, Reception No. 2438933; together with a pro rata interest in the water of the Palisade Irrigation District, and all other water rights appurtenant to said premises or used thereon, and all ditch and ditch rights in connection therewith;

also known by street and number as:
assessor's schedule or parcel number:

With all appurtenances, except and subject to covenants, existing as well as recorded easements and rights of way, restrictions, reservations and limitations of use, special districts, building and zoning regulations and general property taxes for the year 2009.

As used herein, the singular includes the plural and the plural the singular.

Executed: August 21, 2009


Carla Ann Saurdiff, Personal Representative of the Estate of Frank J. Mancuso a/k/a Frank Mancuso, Deceased

STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was acknowledged before me this 21st day of August, 2009, by Carla Ann Saurdiff as Personal Representative of the Estate of Frank J. Mancuso a/k/a Frank Mancuso, Deceased.

Witness my hand and official seal.

My commission expires: 7-2-2010


Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

No. CPC46. Rev. 7-01. PERSONAL REPRESENTATIVE'S DEED (Testate)

STATE OF California
COUNTY OF Contra Costa ^{SS}

AFFIDAVIT

Naheed. Sadat, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

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

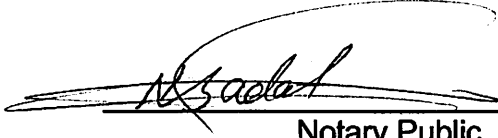
Carla Morelli-Saurdiff f/k/a Carla A. Morelli

Michael E. Morelli

Jayne D. Morelli

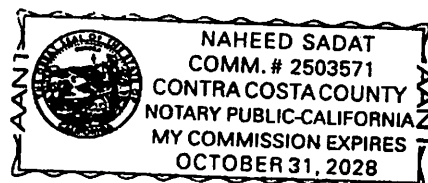
Subscribed and sworn to before me this 18 day of June, 2025.

Witness my hand and official seal.


Notary Public

3710 - Lone tree way Antioch, CA 94509
Address

My commission expires: 10-31-2028



**MORELLI 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: TBD I-70B, Grand Junction, CO 81504 (east of 3105 E ½ Road)
Tax ID # 2943-103-00-101

TBD I-70B – Parcel No. 2943-103-00-101

Beginning at a point 349.37 feet East and 297 .25 feet South from the West Quarter corner of Section Ten (10), Township One (1) South, Range One (1) East of the Ute Meridian; thence East 237.49 feet, thence South 434. 73 feet to the North right-of-way line of U.S. Highway 6 & 24; thence South 730 03' West along said right-of-way 248.28 feet; thence North 507.12 feet to the point of beginning in Mesa County, Colorado, containing 2.568 acres; together with a 10 ft. permanent utility easement described in a Utility Easement Grant and Agreement recorded May 9, 2008 in Book 4662 at Page 24, Reception No. 2438933; together with a pro rata interest in the water of the Palisade Irrigation District, and all other water rights appurtenant to said premises or used thereon, and all ditch and ditch rights in connection therewith.

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

Carla Morelli-Saurdiff, f/k/a Carla A. Morelli

NAME

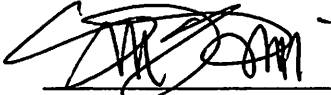
ADDRESS

SIGNATURE

DATE

Michael E. Morelli as co-trustee of the Morelli
Family Trust, U/A dated October 21, 2022

NAME



SIGNATURE

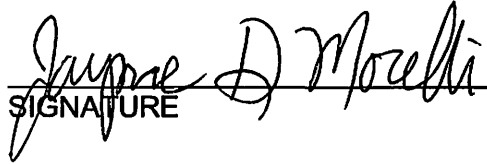
232 Cobblestone Dr Antioch
ADDRESS CA 94509

6/18/25

DATE

Jayne D. Morelli as co-trustee of the Morelli
Family Trust, U/A dated October 21, 2022

NAME



SIGNATURE

232 Cobblestone Dr. Antioch,
ADDRESS CA 94509

6/18/25

DATE

**MORELLI ANNEXATION
PETITION FOR ANNEXATION**

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Tax ID # 2943-103-00-101

TBD I-70B – Parcel No. 2943-103-00-101

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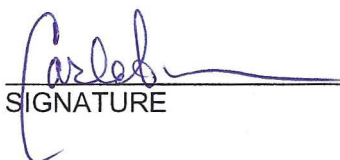
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Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets and alleys; that the mailing address of the signer and the date of signature are set forth hereafter 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.

Carla Morelli-Saurdiff, f/k/a Carla A. Morelli
NAME

308 Palmer Lane, Mesquite, NV 89021
ADDRESS


SIGNATURE

June 17, 2025
DATE

(Morelli Annexation Petition)

Michael E. Morelli as co-trustee of the Morelli
Family Trust, U/A dated October 21, 2022
NAME

ADDRESS

SIGNATURE

DATE

Jayme D. Morelli as co-trustee of the Morelli
Family Trust, U/A dated October 21, 2022
NAME

ADDRESS

SIGNATURE

DATE

Morelli Annexation

GENERAL PROJECT REPORT (VI-4)

Project Location: Mesa County Parcel 2943-103-00-101
Grand Junction, CO 81504

Property Owner: Mike Morelli
232 Cobblestone Dr
Antioch, CA 94509

Prepared By: APEX Consulting Engineers, LLC
2515 Foresight Circle, Unit 140
Grand Junction, CO 81505
Proj No.: 24-22

Report Date: February 12, 2025

APEX
CONSULTING ENGINEERS
CIVIL ENGINEERS • MANAGEMENT • DEVELOPMENT

Review 1 - General Project Report
Morelli Annexation

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A. Project Description

The property owner is petitioning for annexation into the City of Grand Junction.

1. Location

The property is located at approximately 400-feet east of the northeast corner of the intersection at 31 Road and I-70 Business Loop.

2. Acreage

The Project property contains approximately 2.57 acres.

3. Proposed Use

This submittal is for the Annexation and zoning of this parcel. The proposed zoning is MU-2 (Mixed Use). The future land use is Mixed Use. The proposed MU-2 zoning meets the intent of the City of Grand Junction 2020 Comprehensive Plan with regards to intensity and use.

B. Public Benefit

Approval of this application will provide infill development of an underutilized lot. The 2.57 acre property is undeveloped and has potential for commercial development along a high volume commercial corridor. Providing infill opportunities encourages efficient use of existing infrastructure and can reduce development pressure on outlying areas.

C. Neighborhood Meeting

A neighborhood meeting was held on February 10th, 2025 at Central High School. One person attended and was concerned about future development of the property.

D. Project Compliance, Compatibility and Impact

1. Adopted Plans and/or Policies

a) Existing Zoning

Existing Mesa County zoning is RSF-4. The adjacent properties that have been annexed into the City are zoned MU-2.

b) Neighborhood Plans

The property is not within the boundaries of existing Neighborhood Plans found on the City of Grand Junction GIS website.

2. Land Use in Surrounding Area

The surrounding area is occupied with commercial, retail, residential, and educational uses. The adjacent parcel to the east is currently vacant.

3. Site Access and Traffic Patterns

Access to the parcel will from I70 Business Loop. The Colorado Department of Transportation (CDOT) will require a restricted right-in, right-out access.



4. Availability of Utilities

The following utility providers currently service and/or are able to service the property:

- | | |
|---|---------------------------------|
| ♦ Potable Water | Ute Water |
| ♦ Irrigation Water | Grand Valley Irrigation Company |
| ♦ Sanitary Sewer | Grand Junction Persigo 201 |
| ♦ Electric | XCEL Energy |
| ♦ Natural Gas | XCEL Energy |
| ♦ Communications/Data | Charter/Spectrum |
| ♦ Stormwater | City of Grand Junction |
| ♦ City of Grand Junction Fire Station 8 | |

5. Special or Unusual Demands on Utilities

There will be no unusual demand on utilities as a result of the Annexation and Zoning.

6. Effects on Public Facilities

a) Public Safety

No unusual demands or increases are anticipated for public safety resources.

b) Streets

No unusual demands or increases are anticipated to the local streets.

c) Irrigation

No changes are proposed to the irrigation system as a part of this application.

d) Schools

No unusual demands or increases are anticipated for schools.

e) Parking

Parking will be provided onsite. No on-street parking is required.

7. Hours of Operation

The hours of operation will be determined upon future development of the parcel.

8. Number of Employees

Not applicable.

9. Signage Plans

Not applicable.

10. Site Soils and Geology

Not applicable.

11. Impact on Site Geology and Geological Hazards



No geologic hazards are evident at the Project property.

E. Application Specific Review Criteria

The Major Site Plan complies with § 21.02.70(g) of the Grand Junction City Code. All construction plans will be submitted for review prior to beginning work.

F. Development Schedule and Phasing

The Project will begin construction within two months after receiving planning clearance and will be completed within six months.

G. Conclusion

The Project is in compliance with the City of Grand Junction Municipal Code Title 21 and will make use of underutilized property in an area with sufficient infrastructure that no offsite improvements are required.



Improvement Survey, 3/14/2025, for
accommodations reviewing this document
please contact City of Grand Junction,
Community Development Department,
970-244-1430

Morelli Annexation, Mesa County Parcel 2943-103-00-101
SUMMARY OF NEIGHBORHOOD MEETING
MONDAY, FEBRUARY 10, 2025
Central High School located at 550 Warrior Way, Grand Junction, CO 81504, Room 201

A neighborhood meeting for the above-referenced annexation and zoning, was held at the above location from 5:30 PM to approximately 7:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on January 24, 2025, per the mailing list received from the City of Grand Junction.

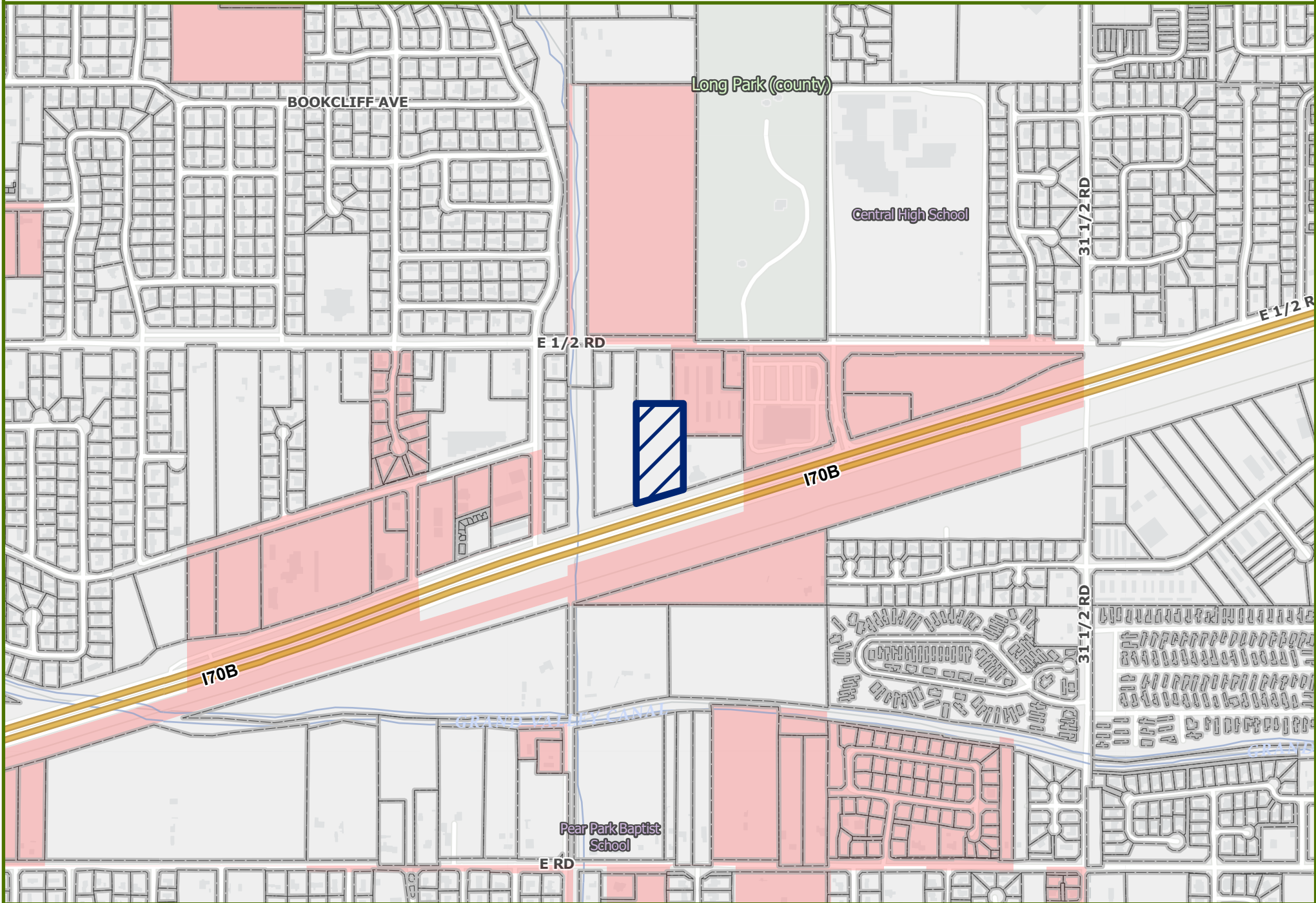
Present were John Hodge, Technician with APEX Consulting Engineers, Shelly Nelson, Technician with APEX Consulting Engineers and Timothy Lerbach, Principal Planner, City of Grand Junction. One person from the public attended the meeting.

Exhibits presented at the meeting included the attached location map.

Written comments from the public attendee, addressed concerns for “traffic and children crossing the street, noise problems, animals, already multipurpose, traffic on I70B too many access roads.”

MORELLI ANNEXATION SCHEDULE				
December 17, 2025		Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
January 13, 2026		Planning Commission Considers Zone of Annexation		
January 7, 2026		City Council Intro Proposed Zoning Ordinance		
January 21, 2026		City Council Accept Petition/Annex and Zoning Public Hearing		
February 22, 2026		Effective date of Annexation and Zoning		
ANNEXATION SUMMARY				
File Number		ANX-2025-192		
Location(s)		Between 3105 E ½ Road and 3112 I-70B		
Tax ID Number(s)		2943-103-00-101		
Number of Parcel(s)		1		
Existing Population		0		
Number of existing Dwelling Units		0		
Acres Land Annexed		2.56		
Developable Acres Remaining		2.56		
Right-of-way in Annexation		0		
Previous County Zoning		RSF-4		
Proposed City Zoning		MU-2		
Surrounding Zoning:	North:	RSF-4 (County)		
	South:	RL-4 (City)		
	East:	MU-2 (City) / B-2 (County)		
	West:	RSF-4 (County)		
Current Land Use		Vacant		
Proposed Land Use		None		
Surrounding Land Use:	North:	Single-unit residential		
	South:	Commercial		
	East:	Commercial		
	West:	Vacant		
Comprehensive Plan Designation:		Commercial		
Retailers within Annexation boundary		Yes:		No: X
If yes, provide Name/Address/Phone Number				
Values:	Assessed	\$48,600.00		
	Actual	\$180,000.00		
Address Ranges		Unaddressed		
Special Districts:	Water	Clifton		
	Sewer	Persigo		
	Fire	Clifton		
	Irrigation/Drainage	Grand Valley Drainage District		
	School	School District 51		
	Pest	Grand River Mosquito Control District		

Morelli Annexation



0 250 500 1,000 Feet

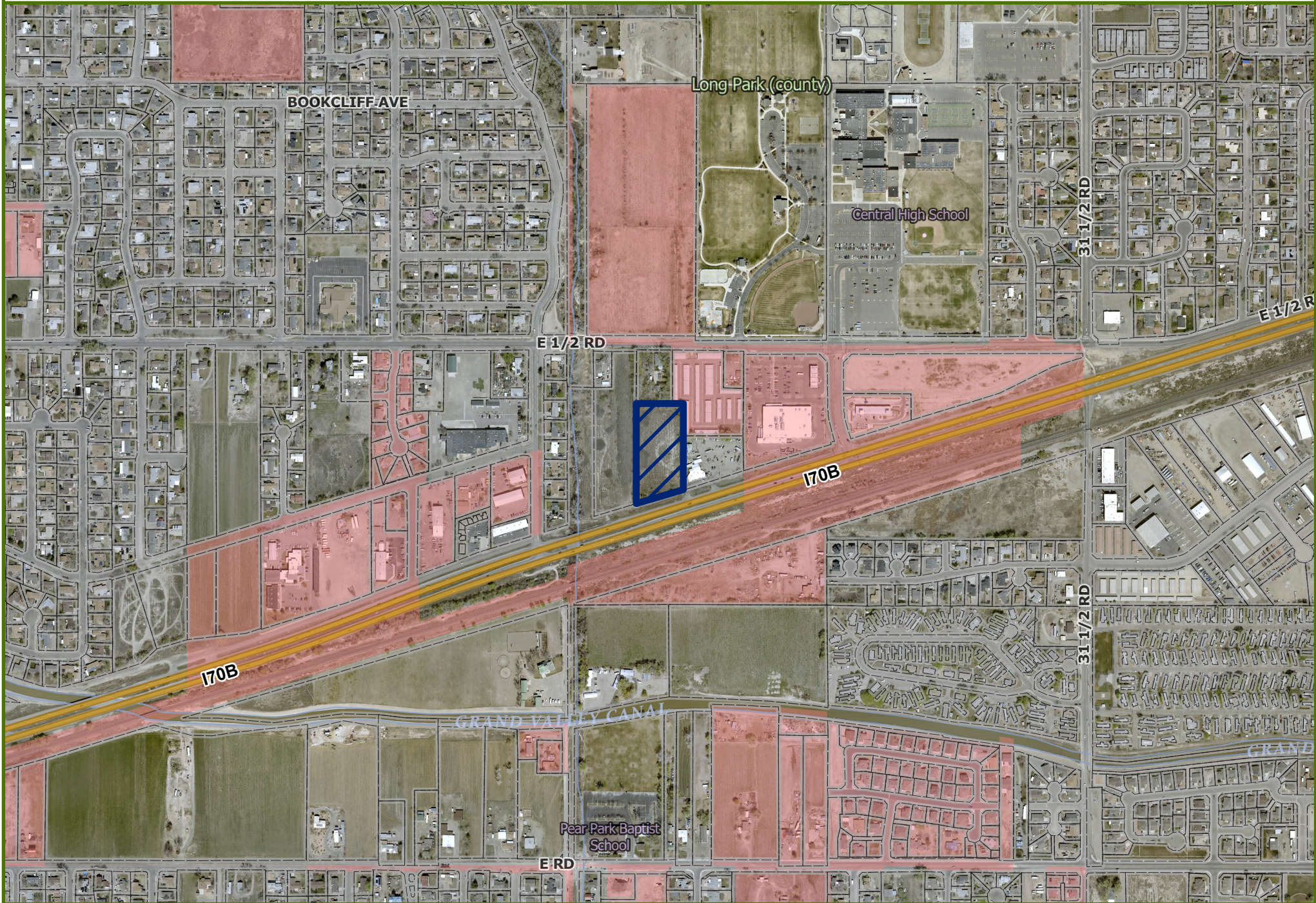


Annexation Site



City Limits

Morelli Annexation



0 250 500 1,000 Feet

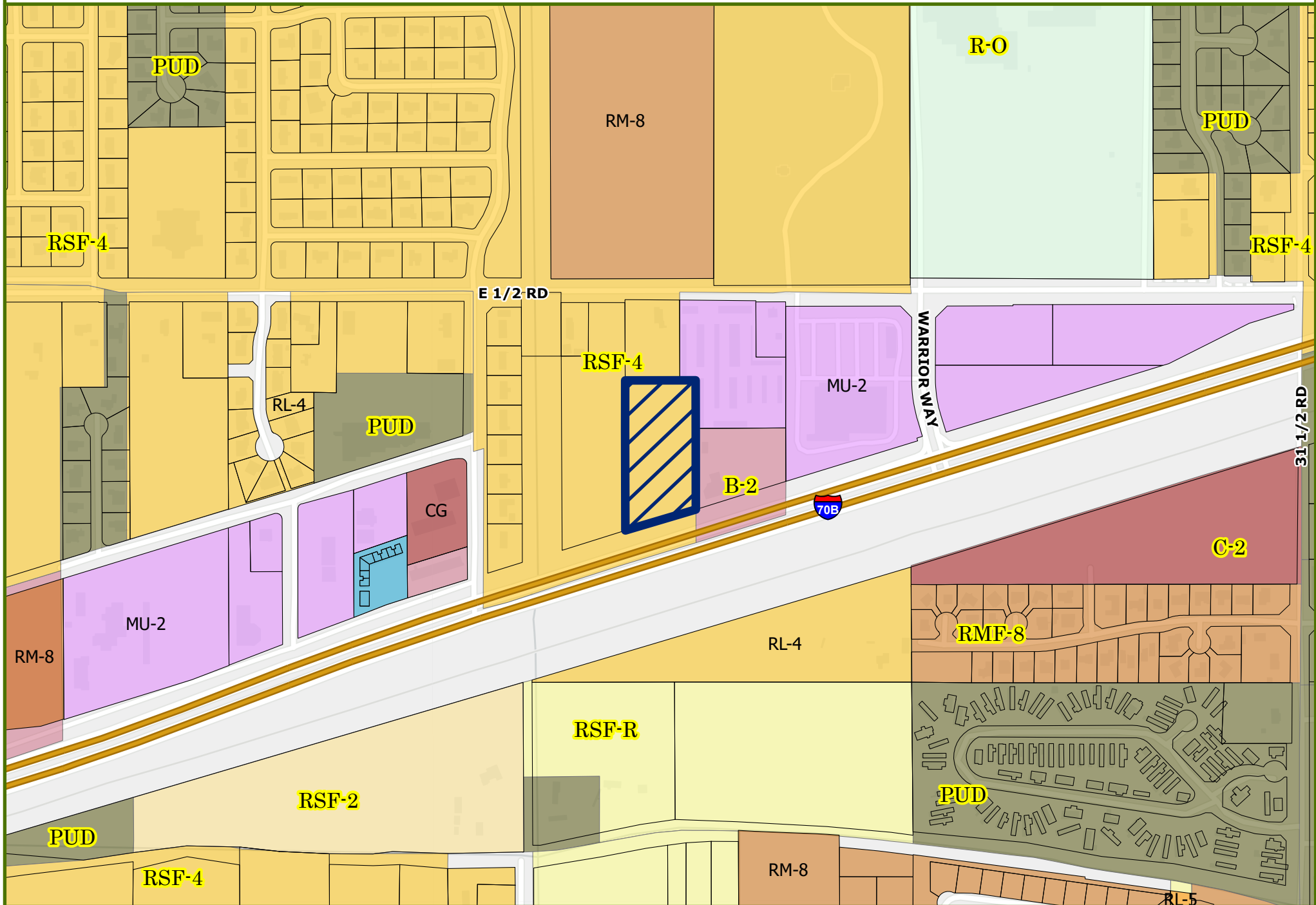


Annexation Site



City Limits

Morelli Annexation - Zoning



Annexation

City Zoning

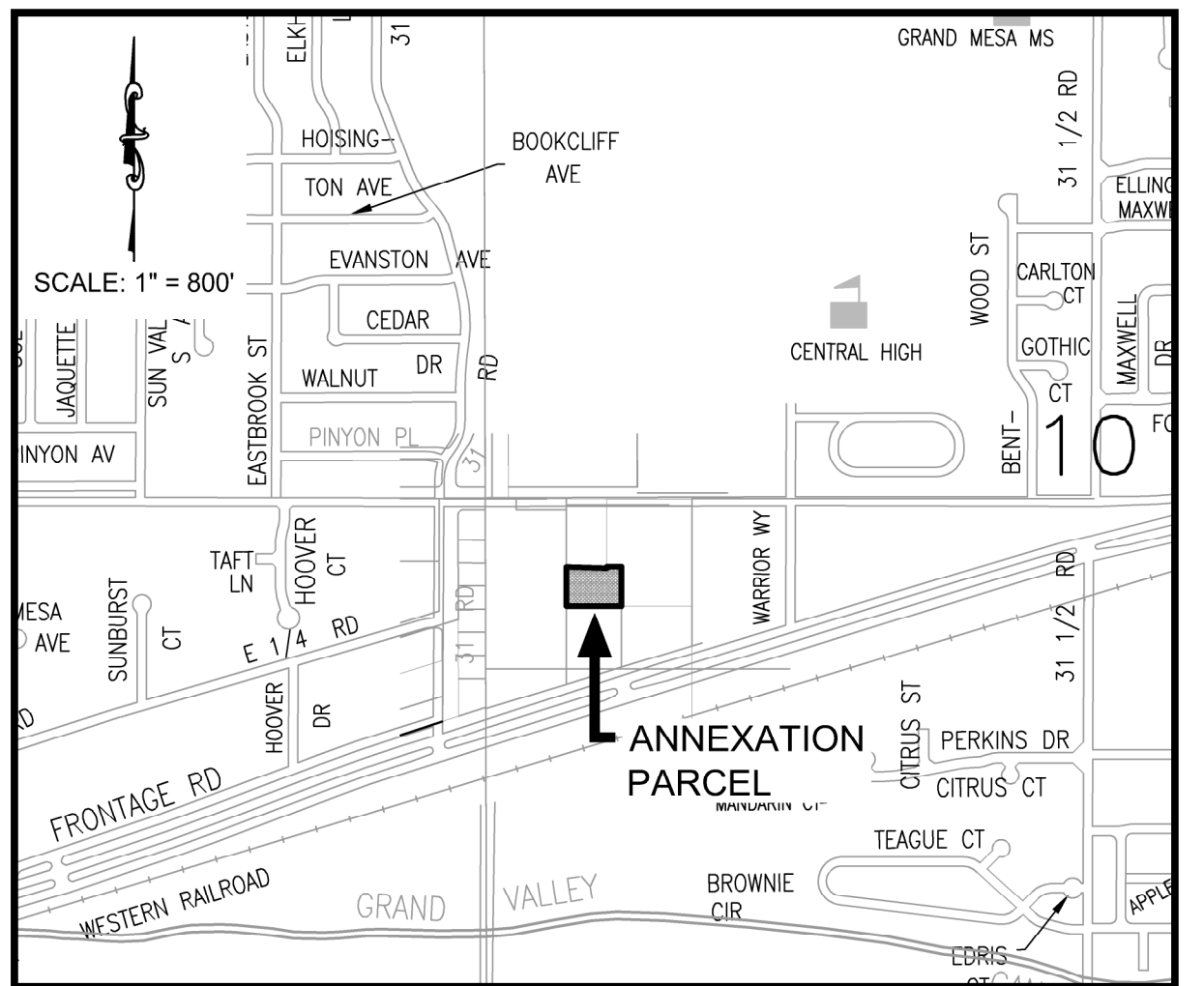
County Zoning

Date Created: 12/9/2025

Morelli Annexation - Land Use



Located in the West Half of the Southwest Quarter (W1/2 SW1/4) Section 10,
Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado



SITE LOCATION MAP

LEGAL DESCRIPTION

A portion of the parcel of land as recorded at Reception No. 3050643, located in the west half of the southwest quarter (W1/2 SW1/4) of Section 10, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the West Quarter Corner (W 1/4) of said Section 10, whence the Center West Sixteenth (CW 1/16) corner of said Section 10 bears N89°59'11"E, a distance of 1,311.35 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence N89°59'11"E, a distance of 349.37 feet along the north line of the W1/2 SW1/4 of said Section, Thence leaving said north line, S00°00'33"E, a distance of 298.02 feet to the northwest corner of said parcel and the Point of Beginning, thence the following courses and distances.

Along the northerly line of said property, S88°24'39"E, a distance of 175.07 feet; then continuing along said northerly line, N00°00'32"W, a distance of 5.63 feet, to a corner of the Ward / Mudge Annexation (Ordinance No. 3860). Then continuing along said northerly line and the line of said Ward / Mudge Annexation, N89°59'28"E, a distance of 62.49 feet; then leaving said northerly line on the easterly line of said property and the westerly line of said Ward / Mudge Annexation, a distance of 169.86 feet to the southwest corner of said Ward / Mudge Annexation; then leaving said easterly line, S89°48'39"W, a distance of 23.49 feet, to a point on the westerly line of said property; then along said westerly line, N00°00'33"W, a distance of 169.86 feet, to the Point of Beginning.

Said parcel of land CONTAINING 39,870 Square Feet or 0.92 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	820.40	FT.
CONTIGUOUS PERIMETER	232.35	FT.
AREA IN SQUARE FEET	39.870	FT ²
AREA IN ACRES	0.92	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

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	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

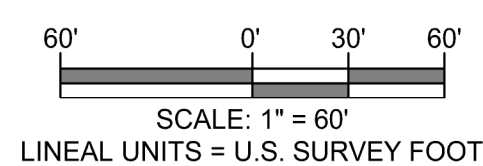
EFFECTIVE DATE
00/00/2025

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.

JODIE L GREIN
STATE OF COLORADO - P.L.S. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501

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: JLG DATE: 10/30/2025
 REVIEWED BY: JLG DATE: 10/30/2025
 CHECKED BY: JAM DATE: 10/30/2025
 APPROVED BY: JLG DATE: 10/30/2025



Engineering & Transportation
Department

244 North 7th Street - Grand Junction, CO. 81501

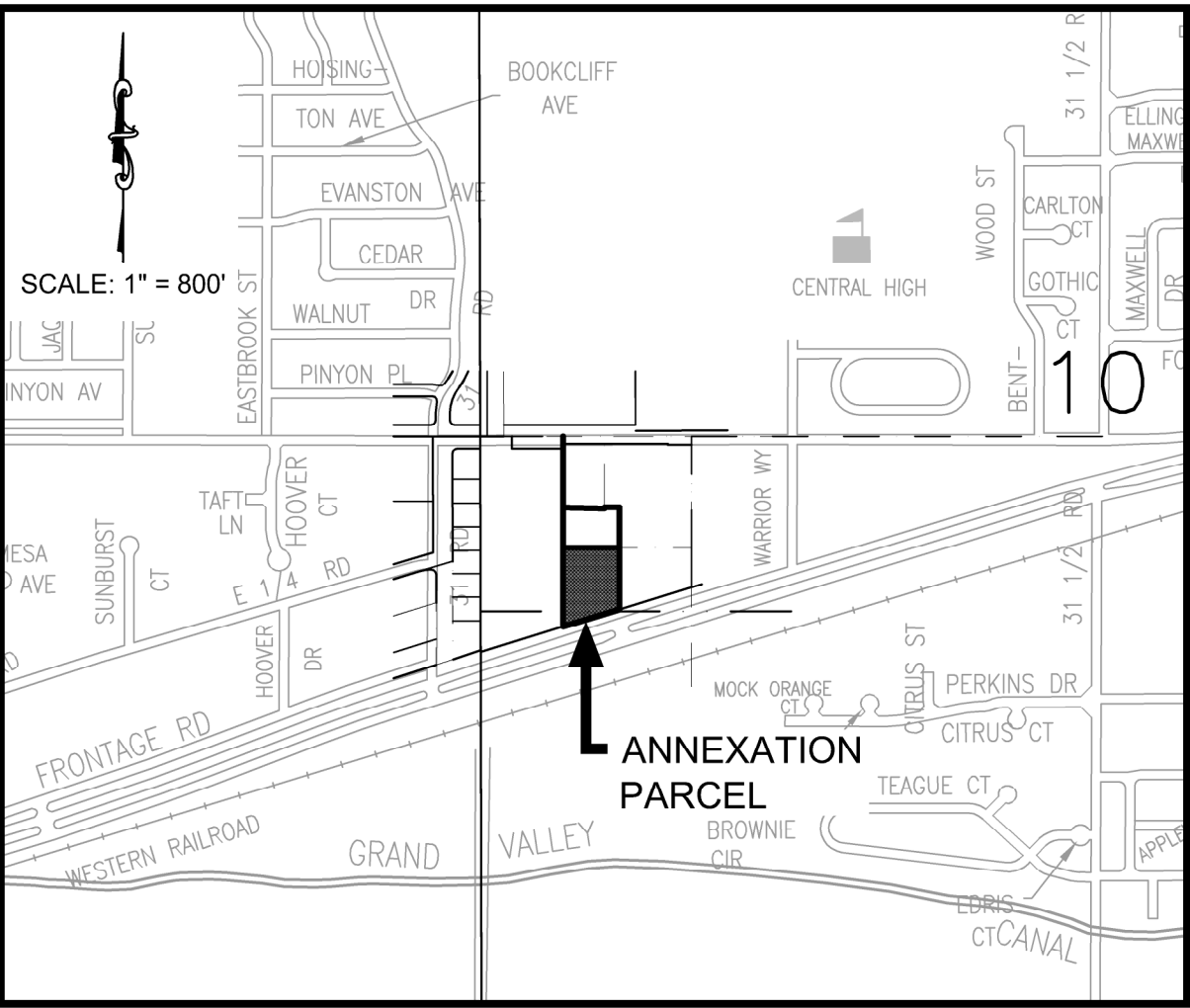
MORELLI ANNEXATION NO1

Located in the West Half of the Southwest Quarter (W1/2 SW1/4)
Section 10, Township 1 South, Range 1 East,
Ute Meridian, County of Mesa, State of Colorado

1 OF 1

MORELLI ANNEXATION NO.2

Located in the West Half of the Southwest Quarter (W1/2 SW1/4) Section 10,
Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado



SITE LOCATION MAP

LEGAL DESCRIPTION

A portion of the parcel of land as recorded at Reception No. 3050643, located in the west half of the southwest quarter (W1/2 SW1/4) of Section 10, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the West Quarter Corner (W 1/4) of said Section 10, whence the Center West Sixteenth (CW 1/16) corner of said Section 10 bears N89°59'11"E, a distance of 1,311.35 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence N89°59'11"E, a distance of 349.37 feet along the north line of the W1/2 SW1/4 of said Section, Thence leaving said north line, S00°00'33"E, a distance of 467.88 feet to the southwest corner of the Morelli Annexation No. 1 and the Point of Beginning, thence the following courses and distances.

Along Morelli Annexation No. 1, N89°48'39"E, a distance of 237.49 feet; to the easterly line of said property, and the southeast corner of said Morelli Annexation No. 1; thence along said easterly line S00°00'32"E, a distance of 264.35 feet, to a point on the northerly right-of-way of Interstate 70B; thence along said northerly right-of-way, S73°00'24"W, a distance of 248.32 feet, to the southwest corner of said property; thence leaving said northerly right-of-way along the westerly line of said property, N00°00'33"W, a distance of 336.14 feet to the Point of Beginning.

Said parcel of land CONTAINING 71,306 Square Feet or 1.64 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	1,086.31 FT.
CONTIGUOUS PERIMETER	237.49 FT.
AREA IN SQUARE FEET	71,306 FT ²
AREA IN ACRES	1.64 AC.
AREA WITHIN R.O.W.	0.000 AC.
AREA WITHIN DEEDED R.O.W.	0.000 AC.

LEGEND

ANNEXATION BOUNDARY	
ANNEXATION AREA	
EXISTING CITY LIMITS	

SURVEY ABBREVIATIONS

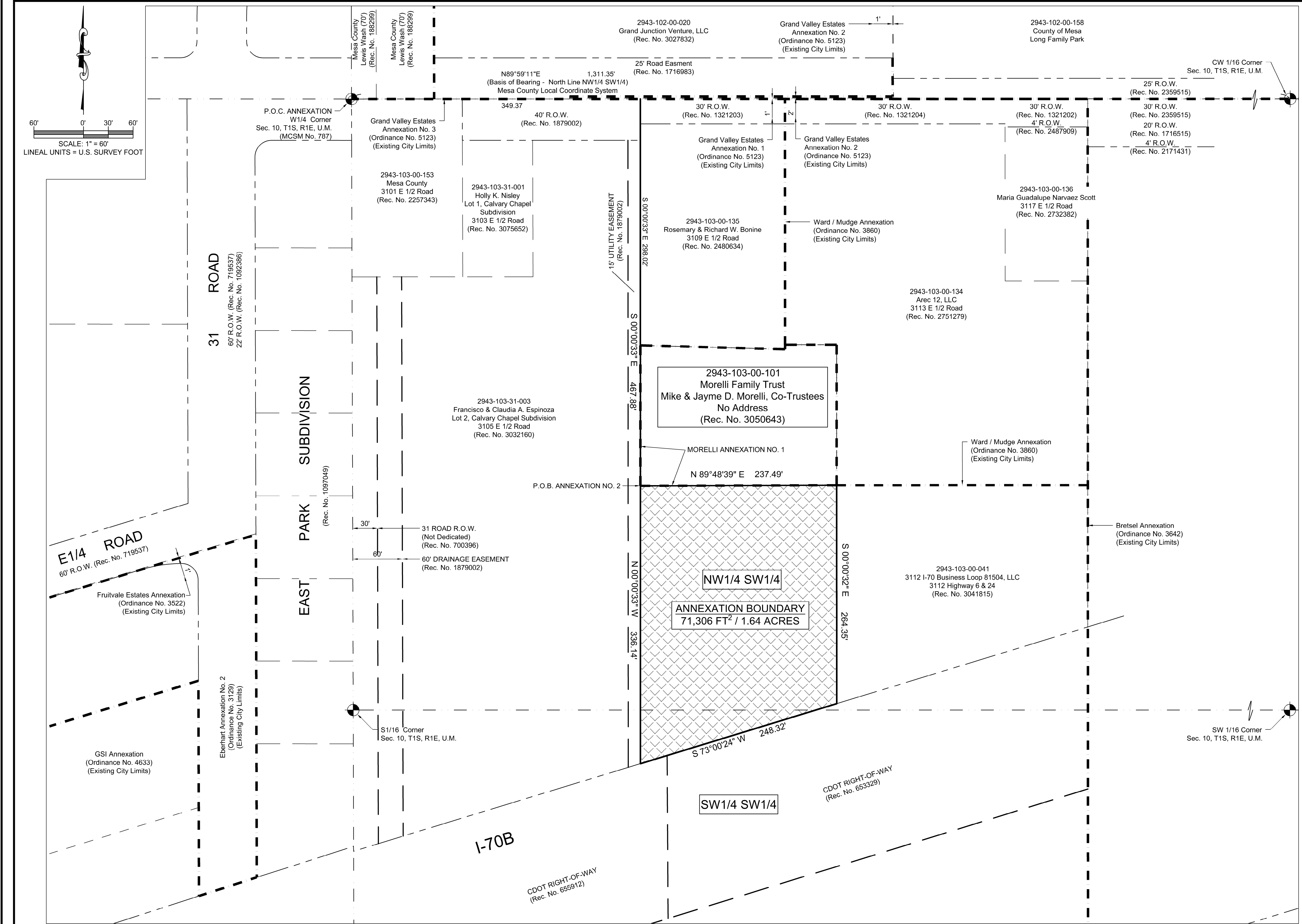
P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T.	TOWNSHIP	REC.	RECEPTION
R.	RANGE		

ORDINANCE NO.
0000

EFFECTIVE DATE
00/00/2025

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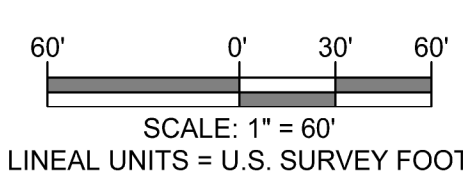
JODIE L GREIN
STATE OF COLORADO - P.L.S. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501



THIS IS NOT A BOUNDARY SURVEY

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DRAWN BY: JLG DATE: 10/30/2025
REVIEWED BY: JLG DATE: 10/30/2025
CHECKED BY: JAM DATE: 10/30/2025
APPROVED BY: JLG DATE: 10/30/2025



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

MORELLI ANNEXATION NO.2
Located in the West Half of the Southwest Quarter (W1/2 SW1/4)
Section 10, Township 1 South, Range 1 East,
Ute Meridian, County of Mesa, State of Colorado

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

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 17th day of December, 2025, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. XX-25

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

MORELLI ANNEXATION

**APPROXIMATELY 2.56
ACRES
LOCATED ON UNADDRESSED PROPERTY
BETWEEN 3105 E ½ ROAD AND 3112 I-70B**

WHEREAS, on the 17th day of December, 2025, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situated in Mesa County, Colorado, and described as follows:

MORELLI ANNEXATION

**Perimeter Boundary Legal Description
A Serial Annexation Comprising of Morelli Annexation No. 1 and Morelli
Annexation No. 2
EXHIBITS A & B**

Morelli Annexation No. 1 Legal Description

A portion of the parcel of land as recorded at Reception No. 3050643, located in the west half of the southwest quarter (W1/2 SW1/4) of Section 10, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the West Quarter Corner (W 1/4) of said Section 10, whence the Center West Sixteenth (CW 1/16) corner of said Section 10 bears N89°59'11"E, a distance of 1,311.35 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence N89°59'11"E, a distance of 349.37 feet along the north line of the W1/2 SW1/4 of said Section, thence leaving said north line, S00°00'33"E, a distance of 298.02 feet to the northwest corner of said parcel and the Point of Beginning, thence the following courses and distances.

Along the northerly line of said property, S88°24'39"E, a distance of 175.07 feet; thence

continuing along said northerly line, N00°00'32"W, a distance of 5.63 feet, to a corner of the Ward / Mudge Annexation (Ordinance NO. 3860). Thence continuing along said northerly line and the line of said Ward / Mudge Annexation, N89°59'29"E, a distance of 62.49 feet; thence leaving said northerly line on the easterly line of said property and the westerly line of said Ward / Mudge Annexation, S00°00'32"E, a distance of 169.86 feet to the southwest corner of said Ward / Mudge Annexation; thence leaving said easterly line, S89°48'39"W, a distance of 237.49 feet, to a point on the westerly line of said property; thence along said westerly line, N00°00'33"W, a distance of 169.86 feet, to the Point of Beginning.

Said parcel of land CONTAINING 39,870 Square Feet or 0.92 Acres, more or less.

Morelli Annexation No. 2 Legal Description

A portion of the parcel of land as recorded at Reception No. 3050643, located in the west half of the southwest quarter (W1/2 SW1/4) of Section 10, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the West Quarter Corner (W 1/4) of said Section 10, whence the Center West Sixteenth (CW 1/16) corner of said Section 10 bears N89°59'11"E, a distance of 1,311.35 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence N89°59'11"E, a distance of 349.37 feet along the north line of the W1/2 SW1/4 of said Section, Thence leaving said north line S00°00'33"E, a distance of 467.88 feet to the southwest corner of the Morelli Annexation No. 1 and the Point of Beginning, thence the following courses and distances.

Along Morelli Annexation No. 1, N89°48'39"E, a distance of 237.49 feet; to the easterly line of said property, and the southeast corner of said Morelli Annexation No. 1; thence along said easterly line S00°00'32"E, a distance of 264.35 feet, to a point on the northerly right-of-way of Interstate 70B; thence along said northerly right-of-way, S73°00'24"W, a distance of 248.32 feet, to the southwest corner of said property; thence leaving said northerly right-of-way along the westerly line of said property, N00°00'33"W, a distance of 336.14 feet to the Point of Beginning.

Said parcel of land CONTAINING 71,306 Square Feet or 1.64 Acres, more or less.

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

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

1. That a hearing will be held on the 21st day of January, 2026, in the City Hall

auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the 17th day of December, 2025.

Cody Kennedy
President of the Council

Attest:

Selestina Sandoval
City Clerk

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

City Clerk

<i>DATES PUBLISHED</i>
December 20th, 2025
December 27th, 2025
January 3rd, 2026
January 10th, 2026

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO
MORELLI ANNEXATION**

**LOCATED ON UNADDRESSED PROPERTY
BETWEEN 3105 E ½ ROAD AND 3112 I-70B
APPROXIMATELY 2.56 ACRES**

WHEREAS, on the 17th day of December, 2025, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 21st day of January, 2026; and

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

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

That the property situated in Mesa County, Colorado, and described to wit:

MORELLI ANNEXATION

Perimeter Boundary Legal Description

**A Serial Annexation Comprising of Morelli Annexation No. 1 and Morelli
Annexation No. 2
EXHIBITS A & B**

Morelli Annexation No. 1 Legal Description

A portion of the parcel of land as recorded at Reception No. 3050643, located in the west half of the southwest quarter (W1/2 SW1/4) of Section 10, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

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S00°00'33"E, a distance of 298.02 feet to the northwest corner of said parcel and the Point of Beginning, thence the following courses and distances.

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Said parcel of land CONTAINING 39,870 Square Feet or 0.92 Acres, more or less.

Morelli Annexation No. 2 Legal Description

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Said parcel of land CONTAINING 71,306 Square Feet or 1.64 Acres, more or less.

INTRODUCED on first reading this 17th day of December, 2025 and ordered published in pamphlet form.

ADOPTED on second reading this 21st day of January, 2026 and ordered published in pamphlet form.

Cody Kennedy
President of the Council

ATTEST:

Selestina Sandoval
City Clerk

EXHIBIT A

MORELLI ANNEXATION NO.1

Located in the West Half of the Southwest Quarter (W1/2 SW1/4) Section 10,
Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado

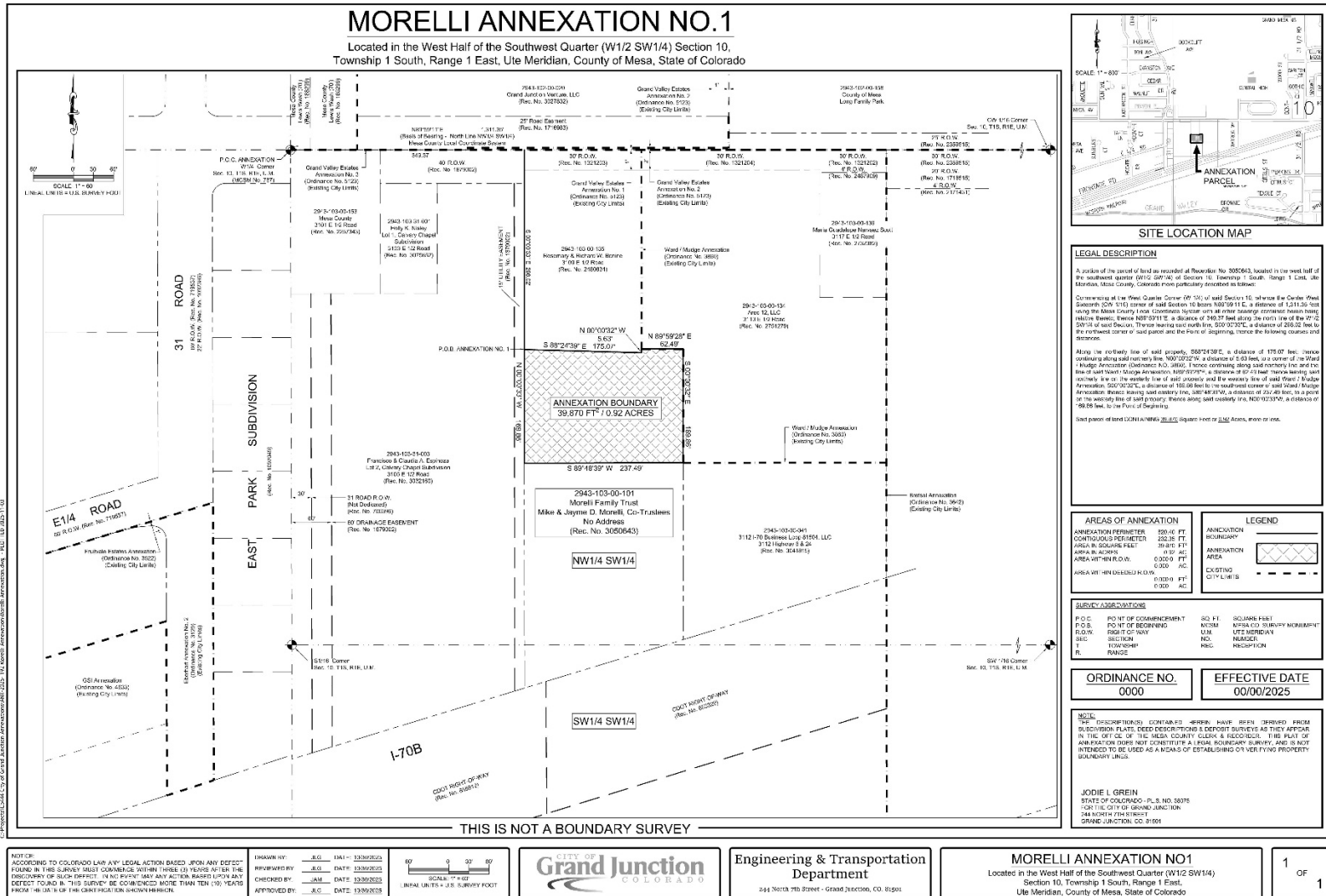
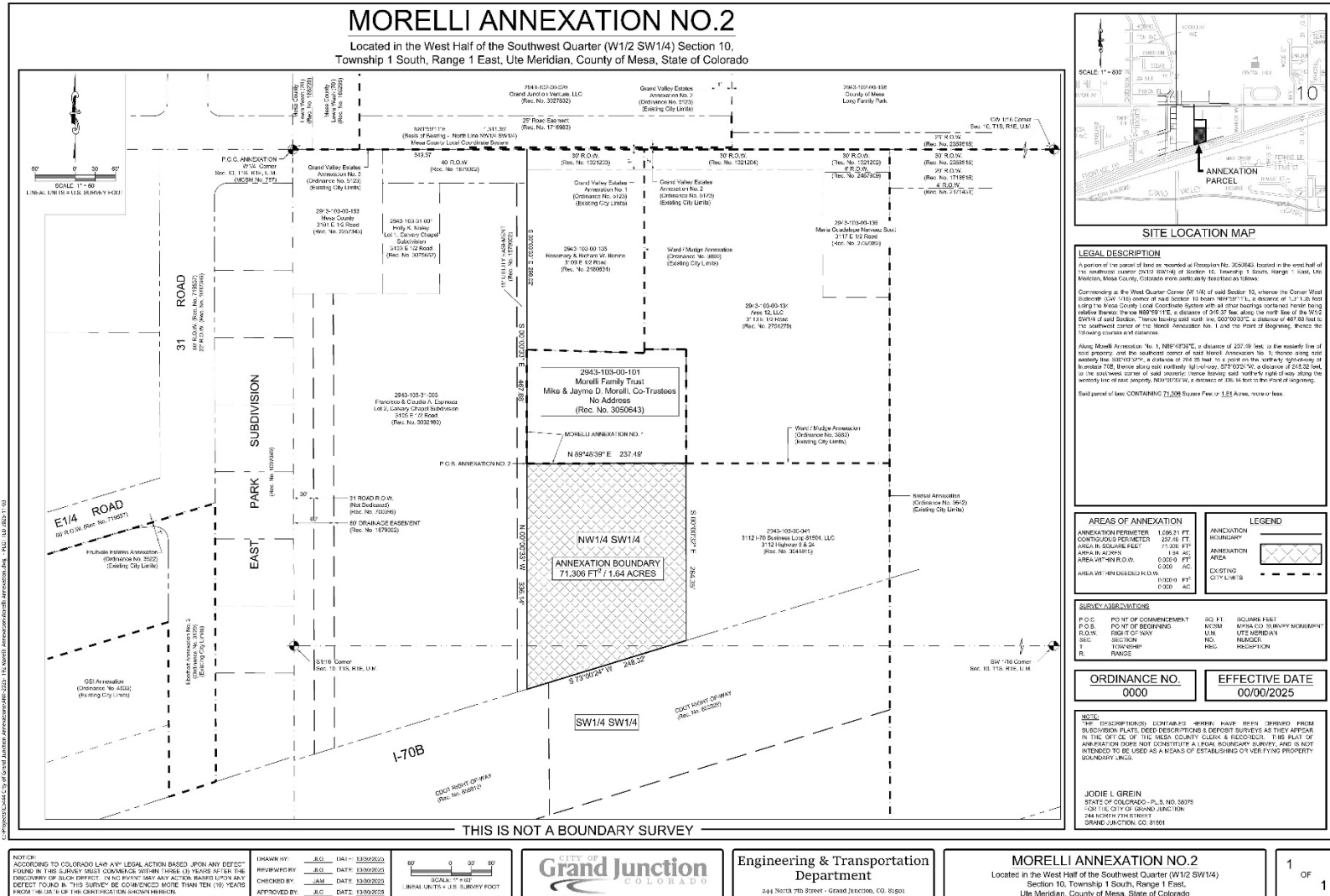


EXHIBIT B

MORELLI ANNEXATION NO.2

Located in the West Half of the Southwest Quarter (W1/2 SW1/4) Section 10,
Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado





Grand Junction City Council

Regular Session

Item #2.b.iv.

Meeting Date: December 17, 2025
Presented By: Jessica Johnsen, Zoning Supervisor
Department: Community Development
Submitted By: Jessica Johnsen, Zoning Supervisor

Information

SUBJECT:

Introduction of an Ordinance Zoning the Ricciardella Annexation to RM-8 (Residential Medium 8), Located at 2716 B 1/4 Road, and Setting a Hearing for January 7, 2026

RECOMMENDATION:

The Planning Commission heard this item at the November 25, 2025 regular meeting and voted (6 - 0) to approve the request.

EXECUTIVE SUMMARY:

The Applicant, Hwy 50 Self Storage Parking LLC, is requesting a zone of annexation to RM-8 (Residential Medium-8) for the Ricciardella Annexation. The approximately 5.0 acres consist of one parcel of land located at 2716 B 1/4 Road. The property is currently vacant. Annexation is being sought in anticipation of developing the vacant land area. The property is Annexable Development per the Persigo Agreement. The zone district RM-8 is consistent with the Residential Land Use designation of the Comprehensive Plan. The request for annexation will be considered separately by City Council, but concurrently with the zoning amendment request.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Applicant, Hwy 50 Self Storage Parking LLC, is requesting annexation of approximately 7.37 acres consisting of one parcel of land located at 2716 B 1/4 Road. The subject property is currently vacant and appears to not have any prior development or use. The property is Annexable Development per the Persigo Agreement. The applicant is requesting annexation into the City limits. Annexation is being sought in anticipation of developing the vacant land area. The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action.

The Applicant is requesting a zone district of RM-8 (Residential Medium-8). The property is currently zoned in the County as RSF-4(Residential). The proposed zone district of RM-8 is consistent with the Residential Land Use designation of the Comprehensive Plan. The surrounding zoning includes a mix of both City and County zoned properties. City-zoned properties adjacent to the property include Planned Development (PD), RSF-4 (County) and PUD (County), Commercial General (CG) RSF-4 (County). Zoning will be considered in a future action by City Council and requires review and recommendation by the Planning Commission.

The annexation area has sewer service and all other urban amenities to the property. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan.

The RM-8 zoning will permit Residential Medium-8 land uses, allowing for medium density residential development for the undeveloped property.

In addition to the RM-8 zoning requested by the petitioner, the following zone districts would also be consistent with the proposed Comprehensive Plan designation of Residential.

- Residential Medium 8 (RM-8)
- Residential Medium 12 (RM-12)
- Public Parks and Open Space (P-1)
- Public, Civic, and Institutional Campus (P-2)
- Planned Development (PD)

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held virtually on December 19, 2023, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's representative and City staff were in attendance as well as twelve members of the public. 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 in Section 21.02.140 (a) and includes that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

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

The proposed annexation and zoning to the RM-8 (Residential Medium-8) zone district is consistent with the goals and policies of the City's 2020 Comprehensive Plan. The subject property is located within both the Urban Growth Boundary and the Persigo 201 Planning Area, making it eligible for annexation and urban-level development. The Comprehensive Plan designates this area for residential land use, and the requested RM-8 zoning aligns with that designation by allowing residential development. By annexing and zoning the property, the City ensures future development will occur in accordance with established standards for infrastructure, land use compatibility, and site design. This action supports the City's vision for compact and efficient growth and furthers long-range planning objectives for logical urban expansion.

Therefore, staff find this criterion met.

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

The annexation and zoning of the subject property contribute to a logical and orderly development pattern along B ¼ Road. The site is directly adjacent to existing City-zoned and developed parcels, mostly residential housing with a self-storage facility directly to the east. These surrounding developments reflect a transition toward Residential Medium-8 and commercial uses consistent with the requested zoning. Annexing and zoning the parcel will close a gap in City jurisdiction, reduce potential inconsistencies in land use regulation, and allow for a coordinated approach to infrastructure extension and site development.

Therefore, staff finds this criterion met.

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

The proposed RM-8 (Residential Medium-8) zoning directly supports the goals outlined in the City's 2020 Comprehensive Plan, particularly Plan Principle 3: Responsible and Managed Growth, which states "Support fiscally responsible growth and annexation policies that promote a compact pattern of growth...and encourage the efficient use of land", and "Encourage infill and redevelopment to leverage existing infrastructure."

The Comprehensive Plan raises concerns about a waning supply of attainable housing combined with a limited supply of land that has existing infrastructure available. Priority has been placed on areas identified for infill and redevelopment to move forward effectively and manage growth. This principle supports fiscally responsible growth and annexation 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 East.

Additionally, this request supports Plan Principle 5: Strong Neighborhoods and Housing Choices, which states “Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.” The Residential Medium - 8 dwelling units per acre zoning (RM-8) provides for a higher range of density than what lower density districts would accommodate. The RM-8 accommodates housing types that include smaller footprints, less square footage, smaller yards, all of which can lower housing costs and provide housing for the population needing housing but can’t afford the single-family home on a quarter acre lot.

Therefore, staff finds that this criterion is met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Ricciardella Zone of Annexation, ANX-2024-16 request for the property located at 2716 B ¼ Road from County RSF-4 (Residential) to RM-8 (Residential Medium-8), the following findings of facts have been made:

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

Therefore, Staff recommends approval of the request.

The Planning Commission recommended approval of the request.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact.

SUGGESTED MOTION:

I move to introduce an ordinance zoning the Ricciardella Annexation, 7.37 Acres Located at 2716 B ¼ Rd., to Residential Medium 8 (RM-8), and set a public hearing for January 7, 2026

Attachments

1. Exhibit 1 - Development Application
2. Exhibit 2 - Annexation Plat
3. Exhibit 3 - Annexation Information Sheet
4. Exhibit 4 - Site Map
5. Exhibit 5 - Zone of Annexation Ordinance (draft)

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: Residential Medium

Existing Zoning: RSF-4 (County)

Proposed Land Use Designation: N/A

Proposed Zoning: R8

Property Information

Site Location: 2716 B 1/4 Road

Site Acreage: 7.3

Site Tax No(s): 2945-253-00-132

Site Zoning: RSF-4 (County)

Project Description: Annexation/Zone of Annexation

Property Owner Information

Name: HWY 50 Self Storage Parking, LLC

Mailing Address: 2716 B 1/4 Road

City/State/Zip: Grand Junction, CO 81501

Business Phone #: 702-935-2571

E-Mail: michaelm@osprey-management.com

Fax #: _____

Contact Person: Mikey McMahon

Contact Phone #: 702-606-3042

Applicant Information

Name: HWY 50 Self Storage Parking LLC

Mailing Address: 2716 B 1/4 Rd

City/State/Zip: Grand Junction, CO 81501

Business Phone #: 702-606-3042

E-Mail: _____

Fax #: _____

Contact Person: Mikey McMahon

Contact Phone #: 702-606-3042

Representative Information

Name: Ty Johnson

Mailing Address: 734 Egret Circle

City/State/Zip: Grand Junction, CO 81505

Business Phone #: 970-316-1596

E-Mail: ty@mesaplanning.com

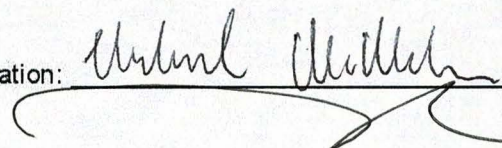
Fax #: _____

Contact Person: Ty Johnson

Contact Phone #: same

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

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

Signature of Person Completing the Application: 

Date: 5/29/25

Signature of Legal Property Owner: _____

Date: 5/29/25

Statement of Authority

The undersigned hereby executes this Statement of Authority, pursuant to the provisions of Section 38-30-172, C.R.S., on behalf of HWY 50 Self Storage Parking, LLC, an entity other than an individual, capable of holding title to real property ("Entity"), and states as follows:

1. The Entity is a Limited Liability Company formed and existing under the laws of the following governmental authority Nevada
(state the type of entity and the state, country or other governmental authority under whose laws it was formed. Example: a Limited Liability Company formed and existing under the laws of Colorado)
2. If formed under a governmental authority other than the State of Colorado, state the name under which the Entity has filed with the Colorado Secretary of State _____
3. The Entity's mailing address is: 9515 Hillwood Drive, Las Vegas, NV 89134
4. The name of the person or persons, or the position or positions, of the Entity authorized to execute instruments on behalf of the Entity to convey, encumber or otherwise affect the title to real property is/are:
Matthew Ricciardella / Manager
- ☐ If ALL names or positions provided here are required for authority, please check this box. If box is not checked, then only one of the names or positions provided is necessary for execution of instruments on Entity's behalf.
5. The limitations upon the authority of the person or persons named above to bind the Entity are as follows:
None
(if no limitations insert "NONE")
6. Other matters concerning the manner in which the Entity deals with any interest(s) in real property are:
None
(if none insert "NONE")

This Statement of Authority amends or replaces any prior Statement of Authority executed on behalf of the Entity.

EXECUTED this 29th day of May, 2025.

ENTITY: Hwy 50 Self Storage Parking LLC, a Nevada Limited Liability Company

BY: [Signature]
Name Position

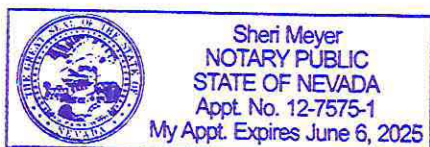
STATE OF NV)

) ss.

COUNTY OF Clark)

The foregoing instrument was acknowledged before me this 29th day of May, 2025, by Matthew Ricciardella and xxx.
Witness my hand and official seal.
My commission expires:

[Signature]
Notary Public



OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) HWY 50 SELF STORAGE PARKING, LLC ("Entity") is the owner of the following property:

(b) 2716 B 1/4 Road, Grand Junction, CO 81501 (Parcel #2945-253-00-132)

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

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

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

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

☒ The Entity is the sole owner of the property.

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

On behalf of Entity, I have reviewed the application for the (d) Annexation/Zone of Annexation

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

(e) No knowledge of a boundary conflict

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

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

Signature of Entity representative: [Signature]

Printed name of person signing: Matthew Ricciardella

State of NV)

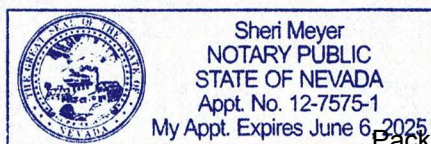
County of Clark) ss.

Subscribed and sworn to before me on this 29th day of May, 2025

by Matthew

Witness my hand and seal.

My Notary Commission expires on 6-6-2025



[Signature]



State Documentary Fee
Date: May 13, 2022
\$125.00

General Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **JOYCE LUSTER, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **2723 HIGHWAY 50, 2716 B 1/4 ROAD, AND 235 27 1/4 ROAD, GRAND JUNCTION, CO 81503**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$1,250,000.00) ***One Million Two Hundred Fifty Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **HWY 50 SELF STORAGE PARKING LLC, A NEVADA LIMITED LIABILITY COMPANY**, whose street address is **9515 HILLWOOD DR, Las Vegas, NV 89134**, City or Town of **Las Vegas**, County of **Clark** and State of **Nevada**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

See attached "Exhibit A"

also known by street and number as: **2723 HIGHWAY 50, 2716 B 1/4 ROAD, AND 235 27 1/4 ROAD, GRAND JUNCTION, CO 81503**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **May 13, 2022**.

JOYCE LUSTER, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: *Joyce Luster*

JOYCE LUSTER AS MANAGER

State of **Colorado**

)

)ss.

County of **MESA**

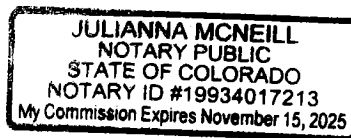
)

The foregoing instrument was acknowledged before me on this day of **May 13th, 2022** by **JOYCE LUSTER, AS MANAGER OF JOYCE LUSTER, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: 11-15-25

Julianna McNeill
Notary Public



County of **Mesa**

When recorded return to: **HWY 50 SELF STORAGE PARKING LLC, A NEVADA LIMITED LIABILITY COMPANY**
9515 HILLWOOD DR, Las Vegas, NV 89134



Exhibit A**TRACT I:**

A PARCEL OF GROUND SITUATED IN THE NE¼ SW¼ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE NE¼ SW¼ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, AND CONSIDERING THE WEST LINE OF THE NE¼ SW¼ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN TO BEAR N00°00'30"W 1321.66 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF THE NE¼ SW¼ OF SAID SECTION 25, S00°00'30"E 233.00 FEET TO THE POINT OF BEGINNING, ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THAT TRACT OF LAND CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO DESCRIBED AT RECEPTION NO. 694676;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

(1) S45°07'00"E 91.00 FEET;

(2) S56°28'00"E 57.47 FEET;

(3) S59°04'51"E 31.59 FEET TO THE NW CORNER OF ORCHARD MESA COMMERCIAL PARK (RECEPTION NO. 1149093);

THENCE ALONG THE WEST LINE OF ORCHARD MESA COMMERCIAL PARK (RECEPTION NO. 1149093),

S01°06'24"W 374.68 FEET;

THENCE CONTINUING ALONG THE WEST LINE OF ORCHARD MESA COMMERCIAL PARK (RECEPTION NO. 1149093), S00°00'01"E 338.05 FEET TO THE SW CORNER OF

ORCHARD MESA COMMERCIAL PARK (RECEPTION NO. 1149093);

THENCE ALONG THE SOUTH LINE OF ORCHARD MESA COMMERCIAL PARK (RECEPTION NO. 1149093), N89°59'59"E 435.00 FEET TO THE SE CORNER OF ORCHARD MESA COMMERCIAL PARK (RECEPTION NO. 1149093);

THENCE S00°10'23"E 1.68 FEET;

THENCE N89°55'45"E 0.77 FEET;

THENCE S00°01'18"E 101.00 FEET;

THENCE S89°59'30"W 357.25 FEET;

THENCE S00°04'15"E 15.28 FEET;

THENCE S89°59'30"W 80.30 FEET;

THENCE N00°00'30"W 1.53 FEET;

THENCE N89°56'05"W 132.00 FEET TO THE WEST LINE OF THE NE¼ SW¼ OF SAID SECTION 25;

THENCE ALONG THE WEST LINE OF THE NE¼ SW¼ OF SAID SECTION 25, N00°00'30"W 938.65 FEET TO THE POINT OF BEGINNING,

COUNTY OF MESA, STATE OF COLORADO.

TRACT II:

A PARCEL OF GROUND SITUATED IN THE SE¼ NW¼ SW¼ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, BEING DESCRIBED AS FOLLOWS;

COMMENCING AT THE SE CORNER OF THE NW¼ SW¼ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, AND CONSIDERING THE SOUTH LINE OF THE NW¼ SW¼ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN TO BEAR N89°56'05"W WITH ALL OTHER BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF THE NW¼ SW¼ OF SAID SECTION 25, N89°56'05"W 660.31 FEET TO THE SW CORNER OF THE SE¼ NW¼ SW¼ OF SAID SECTION 25;

THENCE ALONG THE WEST LINE OF THE SE¼ NW¼ SW¼ OF SAID SECTION 25, N00°02'12"W 20.00 FEET TO THE NORTH RIGHT-OF-WAY LINE FOR B-¼ ROAD AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE WEST LINE OF THE SE¼ NW¼ SW¼ OF SAID SECTION 25, N00°02'12"W 640.50 FEET TO THE NW CORNER OF THE SE¼ NW¼ SW¼ OF SAID SECTION 25;

THENCE ALONG THE NORTH LINE OF THE SE¼ NW¼ SW¼ OF SAID SECTION 25, S89°57'48"E 660.63 FEET TO THE NE CORNER OF THE SE¼ NW¼ SW¼ OF SAID SECTION 25;

THENCE ALONG THE EAST LINE OF THE SE¼ NW¼ SW¼ OF SAID SECTION 25, S00°00'30"E 510.83 FEET;

THENCE N89°56'05"W 275.00 FEET;

THENCE N00°00'30"W 39.31 FEET;

THENCE N89°56'05"W 183.40 FEET;

THENCE S00°02'12"E 159.31 FEET TO THE NORTH RIGHT-OF-WAY LINE FOR B-¼ ROAD;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE FOR B-¼ ROAD, N89°56'05"W 58.00 FEET;

THENCE N00°02'12"W 262.00 FEET;

THENCE N89°56'05"W 128.00 FEET;

THENCE S00°02'12"E 272.00 FEET TO THE NORTH RIGHT-OF-WAY LINE FOR B-¼ ROAD;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE FOR B-¼ ROAD, N89°56'05"W 16.00 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO COUNTY OF MESA IN WARRANTY DEED RECORDED MARCH 20, 2017 UNDER RECEPTION NO. 2793678,

COUNTY OF MESA, STATE OF COLORADO.

TRACT III:

LOT 16,
EXCEPT THE NORTH 14.3 FEET THEREOF,
AND ALL OF LOTS 17, 18, AND 19 IN BLOCK ONE OF
ORCHARD MESA COMMERCIAL PARK,

COUNTY OF MESA, STATE OF COLORADO.

Ricciardella Annexation
Annexation and Zone of Annexation
2716 B 1/4 Rd.
December 20, 2023
General Project Report

Project Description

The subject property is approximately 7.3 acres in size and is located at 2716 B 1/4 Rd., as displayed below.



Public Benefit (of the entire project):

This project will benefit the public by implementing the 201 Persigo Agreement and create the opportunity for future residential development. The R8 1 zoning, if granted, will create opportunities for medium density housing, which is lacking in our community.

Neighborhood Meeting

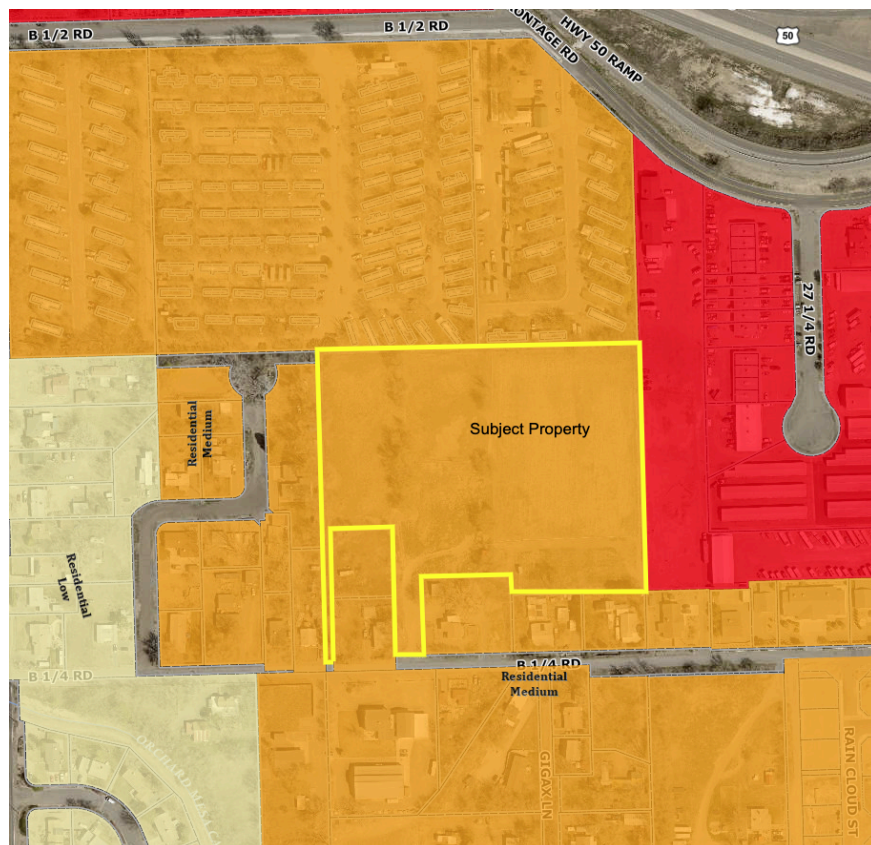
A neighborhood meeting was held on Tuesday, December 19th on zoom to inform neighbors about the intent to submit an application for annexation and zone of annexation to the City of Grand Junction. There were three (3) attendees present and the meeting lasted approximately 12 minutes from 5:30-5:42.

Project Compliance, Compatibility, and Impact

Adopted Plans and/or Policies

The subject property is designated as a residential medium in the future land use map of the comprehensive plan. R8 is one of two residential zone districts that implements the residential medium land use designation in the Comp Plan. The proposal meets a number of goals and policies in the City's comp plan.

- **Plan Principle 3: Responsible and Managed Growth**
 - Encourage infill to leverage existing infrastructure
- **Plan Principle 5: Strong Neighborhoods and Housing Choices**
 - Opportunities for housing choices that meets needs of all people



Surrounding Land Use

The subject property is currently surrounded by residential development to the north, west, and south. The property is adjacent to commercial development to the east.

Availability of Utilities

- Sanitary Sewer: City of Grand Junction
- Water: Ute Water
- Storm Sewer: NA
- Gas: Xcel
- Electricity: Xcel
- Irrigation: OMID

Approval Criteria

The proposed annexation will meet the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, as described below.

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

Response: The petition has been signed by 100% of property owners of the subject property.
This criterion has been met.

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

Response: This requirement is being met, as demonstrated by the improvement survey plat submitted with the application package.
This criterion has been met.

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

Response: Annexation of the subject property will contribute to implementation of the 201 Persigo Agreement which benefits the community as whole.
This criterion has been met.

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

Response: The applicant is preparing the property for development consistent with the standard and regulations of the R-8 zone district.
This criterion has been met.

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

Response: The proposed annexation area is adjacent to the city limits. Utilities and City services are available and currently serve the existing urban area near this site.
This criterion has been met.

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

Response: The entire property owned by the applicant is being annexed.
This criterion has been met.

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

Response: Contiguous property owned by the petitioner is less than 20 acres in size, so this requirement does not apply. However, the petitioners have granted consent to the City to annex the property.

This criterion is not applicable.

The Grand Junction Municipal Code states in Section 21.02.140(a) that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

(1) Subsequent events have invalidated the original premises and findings; and/or

Response: A new Comprehensive Plan has been adopted since this property was originally zoned, which is a new event that invalidates the original premises.

This criterion has been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Response: The character of the area has changed in that the current Comprehensive Plan, adopted in 2020, now envisions medium density in the area. That was not the case when the property was originally zoned. This change in the community's vision, as stated in the Comprehensive Plan, is a shift in the overall condition of the area such that the proposed R-8 zoning is consistent with the Plan.

This criterion has been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Response: Public and community facilities are more than adequate to serve future development on this property. The subject property is adjacent to dedicated and built ROW and all utilities are adjacent and available to serve the property.

This criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

Response: The Grand Valley Housing Needs Assessment details that there is a "missing middle" of attached single family and multi-family housing products in the City of Grand Junction. The R-8 zoning district allows for both of these housing types which will help alleviate the shortage of medium density housing products in our community. e.

This criterion has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Response: The community will derive benefits from R-8 zoning on the property for a myriad of reasons. Most importantly, R-8 implements the vision of the community as defined in the Comprehensive Plan. The Comprehensive Planning process lasted over 2 years with thousands of responses from the public on how the community should grow. R-8 is consistent with the vision of the community as a whole. The community will benefit from this zoning as it will pave the way for future residential development which will help alleviate the housing issue in our community.

This criterion has been met.

IMPROVEMENT SURVEY PLAT

Located in the SE1/4 of the NW1/4 of the SW1/4 of Section 25,
Township 1 South, Range 1 West, Ute Meridian,
Mesa County, Colorado

PARCEL DESCRIPTION:
As described in Warranty Deed recorded at Reception No.3031767 and the Boundary Line Agreement recorded at Reception No.3128344 in the office of the Mesa County Clerk and Recorder.

TRACT II
A parcel of ground situated in the SE1/4 NW1/4 SW1/4 of Section 25, Township 1 South, Range 1 West of the Ute Meridian, more particularly described as follows;

Commencing at the SE corner of the NW1/4 SW1/4 of Section 25, Township 1 South, Range 1 West of the Ute Meridian, and considering the South line of the NW1/4 SW1/4 of Section 25, Township 1 South, Range 1 West of the Ute Meridian to bear N89°55'47"W with all other bearings contained herein to be relative thereto;
thence along the South line of the NW1/4 SW1/4 of said Section 25, N89°55'47"W 660.27 feet to the SW corner of the SE1/4 NW1/4 SW1/4 of said Section 25;
thence along the West line of the SE1/4 NW1/4 SW1/4 of said Section 25, N00°01'59"W 20.00 feet to the North right-of-way line for B 1/4 Road and being the Point of Beginning;
thence continuing along the West line of the SE1/4 NW1/4 SW1/4 of said Section 25, N00°01'59"W 640.50 feet to the NW corner of the SE1/4 NW1/4 SW1/4 of said Section 25;
thence along the North line of the SE1/4 NW1/4 SW1/4 of said Section 25, S89°57'31"E 660.63 feet to the NE corner of the SE1/4 NW1/4 SW1/4 of said Section 25;
thence along the East line of the SE1/4 NW1/4 SW1/4 of said Section 25, S00°00'12"E 510.83 feet;
thence N89°55'47"W 275.02 feet;
thence N00°00'12"W 39.31 feet;
thence N89°55'47"W 183.37 feet;
thence S00°01'54"E 159.31 feet to the North right-of-way line for B 1/4 Road;
thence along the North right-of-way line for B 1/4 Road, N89°55'47"W 55.00 feet;
thence N00°01'54"W 262.00 feet;
thence N89°55'47"W 131.00 feet;
thence S00°01'59"E 272.00 feet to the North right-of-way line for B 1/4 Road;
thence along the North right-of-way line for B 1/4 Road, N89°55'47"W 16.00 feet to the Point of Beginning;
EXCEPTING therefrom that portion thereof conveyed to County of Mesa in Warranty Deed Recorded March 20, 2017 under Reception no. 2793678,
County of Mesa, State of Colorado.

SURVEY NOTES:
1. Title information provided by Land Title Guarantee Company, File No: GJC65051180-10, Date: 04/01/2025 and the Mesa County Assessor - Real Property Public Information System.
2. The location of underground utilities as shown on this plat are based on visible surface evidence and utility markings. Actual locations of utilities may vary and should be verified prior to any construction.
3. Underground irrigation lines not located in this survey.
4. The bearings and distances shown hereon represent the results of the Legal Description rotated to grid north of the Mesa County Local Coordinate System for the Grand Valley Area with respect to the physical locations of accepted survey monuments.
5. According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

BASIS OF BEARINGS:
The bearing between the SW 1/16 corner of Section 25, Township 1 South, Range 1 West of the Ute Meridian, MCSM No. 1165-2, and the South 1/16 corner on the West line of Section 25, Township 1 South, Range 1 West of the Ute Meridian, MCSM No. 1095, is N89°55'47"W.
This bearing corresponds with grid north of the Mesa County Local Coordinate System for the Grand Valley Area.

CERTIFICATION:
I, Christopher C. Ransier, a registered Professional Land Surveyor in the State of Colorado, do hereby certify the Improvement Survey Plat represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; is in accordance with acceptable standards of practice and the laws of the State of Colorado. This statement is not a guarantee or warranty, either expressed or implied.

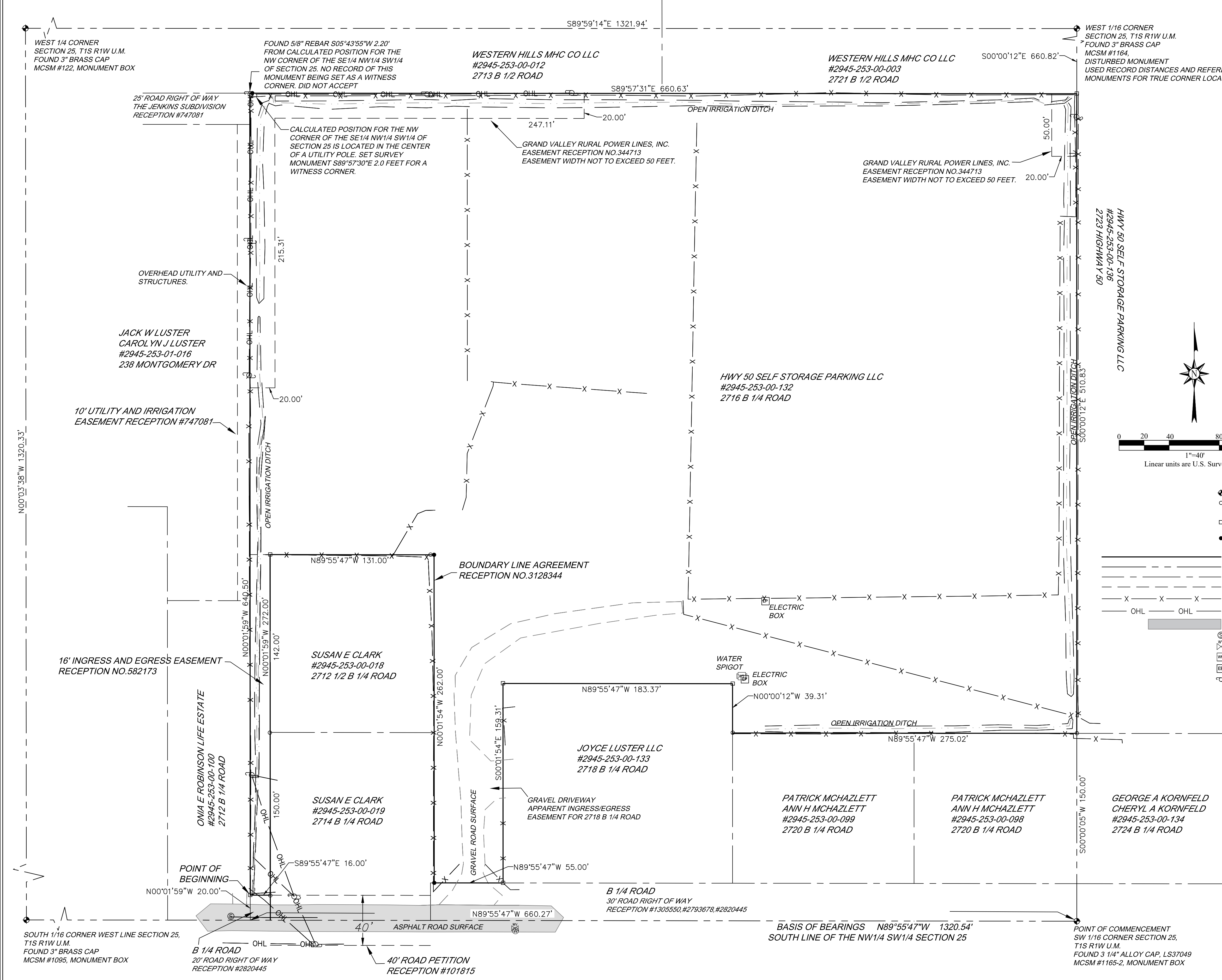
LEGEND:
● SURVEY CONTROL MONUMENT
○ FOUND 5/8" REBAR, SET 2" ALLOY CAP
CHRISTOPHER C. RANSIER PLS 38089
□ FOUND SURVEY MONUMENT QED LS 30111
● SET 5/8" REBAR WITH 2" ALLOY CAP STAMPED
CHRISTOPHER C. RANSIER PLS 38089
--- BOUNDARY LINE
--- SURVEY CONTROL LINE
--- ADJOINER
--- EASEMENT
--- FENCE
--- OVERHEAD UTILITY LINE
--- ASPHALT
--- SANITARY SEWER MANHOLE
--- WATER VALVE
--- WATER METER
--- ELECTRIC BOX
--- UTILITY POLE

LAND SURVEY DEPOSITS
Mesa County Surveyor's Office
Date: _____
Deposit No: _____

Client: HWY 50 Self Storage Parking LLC

IMPROVEMENT SURVEY PLAT
SE1/4 of the NW1/4 of the SW1/4 of Section 25,
Township 1 South, Range 1 West, Ute Meridian,
Mesa County, Colorado

Surveyed by: CCR	Align Surveying, LLC 717 Centauri Drive Grand Junction, CO 81506 970.623.1001 chris.ransier@gmail.com
Drawn by: CCR	
Job No: 3055625	
Date: June 12, 2025	



Neighborhood Meeting Summary

A neighborhood meeting was held on Tuesday, December 19th on zoom to inform neighbors about the intent to submit an application for annexation and zone of annexation to the City of Grand Junction. There were three (3) attendees present and the meeting lasted approximately 12 minutes from 5:30-5:42.

Ty Johnson, with Kaart Planning, presented an overview of the annexation and zone of annexation request including an overview of the timeline of events and opportunities for public comment in the future. After the presentation, questions were answered from meeting participants. There were only two (2) questions asked by meeting attendees, which included a question about what future development is planned on the site and a question about where future development would take access from.

Dave

ADJACENT PROPERTY OWNER NAME & ADDRESS ORDER FORM

- ☒ Please check if labels are needed for a Neighborhood Meeting. Name & address lists are valid for 6 months only. If the project goes to Planning Commission later than 6 months from submittal, another request for names & addresses must be submitted, along with an additional \$50.

Tax Parcel #(s): 2945-253-00-132

Property Address: 2716 B 1/4 Rd. Grand Junction CO

Property Owner: HWY 50 Self Storage Parking LLC

Contact Person: _____

Mailing Address: _____

E-Mail Address: _____

Applicant: Kaart Planning

Contact Person: Ty Johnson

Mailing Address: 734 Main St. Grand Junction CO 81501

E-Mail Address: ty.johnson@kaart.com

Project Representative: Kaart Planning

Contact Person: Ty Johnson

Mailing Address: 734 Main St. Grand Junction CO 81501

Phone Number: 970-241-0745

E-Mail Address: ty.johnson@kaart.com

***This request for labels and/or the name and address list MUST BE SUBMITTED A MINIMUM OF 2 WEEKS PRIOR to a Neighborhood Meeting.**

The adjacent property mailing list is created by pulling all property owners within 500 feet and all registered Homeowners Associations or citizens groups within 1000 feet of all properties involved in the project. The property owner information is put together using the information in the Mesa County Assessor's records and the HOA's and citizens' groups on record with the City of Grand Junction Community Development Department.

ACE AUTOMOTIVE OF GRAND
JUNCTION LLC
241 27 1/4 RD STE 3 & 4
GRAND JUNCTION CO 81503

ARCIERI FAMILY LIMITED
PARTNERSHIP
2690 B 3/4 RD
GRAND JUNCTION CO 81503

ARCIERI JAMES THOMAS
ARCIERI VAL JEAN
330 33 1/2 RD
PALISADE CO 81526

ARMSTRONG CATHERINE S
2713 B 1/2 RD UNIT 311
GRAND JUNCTION CO 81503

BAKER CHRISTINE D
BAKER JOHN
2729 B 1/4 RD
GRAND JUNCTION CO 81503

BENSON MERRITT A
BENSON JILLETTE M
232 MONTGOMERY DR
GRAND JUNCTION CO 81503

CASTRO DANIEL DAVID
MARSH LUCAS DANIEL GRANTEE
BENEFICIARY
232 27 RD
GRAND JUNCTION CO 81503

CITY OF GRAND JUNCTION
DAVE THORNTON
250 N 5TH ST
GRAND JUNCTION CO 81501

CLARK SUSAN E
2714 B 1/4 RD
GRAND JUNCTION CO 81503

COFFMAN LINDA S
230 MONTGOMERY DR
GRAND JUNCTION CO 81503

CONNOLLY JOANNE
CONNOLLY DENNIS
2713 B 1/2 RD UNIT B2
GRAND JUNCTION CO 81503

DOLAN MATTHEW M
234 MONTGOMERY DR
GRAND JUNCTION CO 81503

ESPINOZA ARTURO REYES
REYES LUZ E
236 27 RD
GRAND JUNCTION CO 81503

FORBES JIM
2710 B 1/4 RD
GRAND JUNCTION CO 81503

GATES JOEL T
GATES LEAH R
PO BOX 266
RIDGWAY CO 81432

GREY LLC
218 EASTER HILL DR
GRAND JUNCTION CO 81507

GRUWELL RYAN
237 27 1/4 RD UNIT II
GRAND JUNCTION CO 81503

HAGMAN NATASHA M
HAGMAN ANITA
2708 RINCON DR
GRAND JUNCTION CO 81503

HAMILTON STACIA M
221 GIGAX LN
GRAND JUNCTION CO 81503

HARRIS JEANINE M
219 RAIN CLOUD ST
GRAND JUNCTION CO 81503

HWY 50 SELF STORAGE PARKING
LLC
MORRIS DON
9515 HILLWOOD DR
LAS VEGAS NV 89134

JMS PROPERTIES LLC
580 GREENFIELD CIR W
GRAND JUNCTION CO 81504

JOYCE LUSTER LLC
2730 B 1/2 RD UNIT B
GRAND JUNCTION CO 81503

KAART PLANNING
TY JOHNSON
734 MAIN ST
GRAND JUNCTION CO 81501

KARSCHNIK JASON A
KARSCHNIK CHRISTINA L
2715 B 1/4 RD
GRAND JUNCTION CO 81503

KOCH ROGER A
KOCH RUTH
221 RAIN CLOUD ST
GRAND JUNCTION CO 81503

KORNFELD GEORGE A
KORNFELD CHERYL A
2724 B 1/4 RD
GRAND JUNCTION CO 81503

LEDESMA SILVIA
2713 B 1/2 RD
GRAND JUNCTION CO 81503

LOWDERMILK DEAN ALAN
ANDERSON JUDY LYNNE
235 MONTGOMERY DR
GRAND JUNCTION CO 81503

LUSTER JACK W
LUSTER CAROLYN J
238 MONTGOMERY DR
GRAND JUNCTION CO 81503

MANN JAMIE LAURA
MANN MICHAEL PATRICK
230 27 RD
GRAND JUNCTION CO 81503

MCDONALD BETTY
MCDONALD MICHAEL J
PO BOX 73
GLADE PARK CO 81523

MCHAZLETT PATRICK
MCHAZLETT ANN H
2722 B 1/4 RD
GRAND JUNCTION CO 81503

MISKOL LUKE A
MISKOL JENNIFER A
2706 1/2 RINCON DR
GRAND JUNCTION CO 81503

MORRIS DON
2713 B 1/2 RD UNIT 144
GRAND JUNCTION CO 81503

MORRIS W DON
MORRIS DANIEL WADE GRANTEE
BENEFICIARY
614 WAGON TRAIL DR
GRAND JUNCTION CO 81507

NAKKACHE JANE A
223 RAIN CLOUD ST
GRAND JUNCTION CO 81503

ORCHARD SPEED SHOP LLC
131 N BOWER AVE UNIT 18
PALISADE CO 81526

PARMENTER TRACY ANNE
220 GIGAX LN
GRAND JUNCTION CO 81503

PHIPPS OLIVER RUSSELL JR
2109 BRECKENRIDGE DR
BERTHOUD CO 80513

REBEL JULIA D
2713 B 1/2 RD UNIT 160
GRAND JUNCTION CO 81503

REED ROGER R
REED JONI C
2731 B 1/4 RD
GRAND JUNCTION CO 81503

RICKS ANITA L
RICKS TERRY D & THERESA A
REMAINDERMEN
2704 B 1/4 RD
GRAND JUNCTION CO 81503

ROBINSON AARON
ROBINSON SHERREE
222 GIGAX LN
GRAND JUNCTION CO 81503

ROBINSON ONIA E LIFE ESTATE
WOOLERY DONALD L JR & DELIMONT
TRYSTA DAWN-EL REMAINDERMEN
2712 B 1/4 RD
GRAND JUNCTION CO 81503

SCOTT ROBERT E
228 1/2 27 RD
GRAND JUNCTION CO 81503

SHADOW MESA HOMEOWNERS
ASSOCIATION
218 EASTER HILL DR
GRAND JUNCTION CO 81507

SHAFFSTALL KAREN
2713 B 1/2 RD UNIT D8
GRAND JUNCTION CO 81503

SHARP DANA K
224 RAIN CLOUD ST
GRAND JUNCTION CO 81503

SHOEMAKER DAVID S
SHOEMAKER VERA L
518 DOVE CT
GRAND JUNCTION CO 81507

SIMINEO JEROD MATTHEW
GREGORICH CHANIE DAWN
2705 B 1/4 RD
GRAND JUNCTION CO 81503

STARK-HUFFMAN BARBARA
270 B 28 RD
GRAND JUNCTION CO 81503

SURGES ALAN DONALD
9055 E CONQUISTADORES DR
SCOTTSDALE AZ 85255

THOMPSON LORI ANN
SURGES ALAN D
4195 HIGHWAY 50
WHITEWATER CO 81527

THOMPSON ZANE F
THOMPSON LORI A
545 RED TAIL CT
WHITEWATER CO 81527

TONIA WILDER
2713 B 1/2 RD UNIT 315
GRAND JUNCTION CO 81503

VIDMAR LORRI
233 MONTGOMERY DR
GRAND JUNCTION CO 81503

WALKER BARRY CHRISTIAN
231 1/2 MONTGOMERY DR
GRAND JUNCTION CO 81503

WALKER DEJOHN
WALKER AMY M
2829 NORTH AVE STE 109
GRAND JUNCTION CO 81501

WALTERS GAYLA L
234 27 RD
GRAND JUNCTION CO 81503

WALTERS NICHOLAS S
2078 B 1/4 RD
GRAND JUNCTION CO 81503

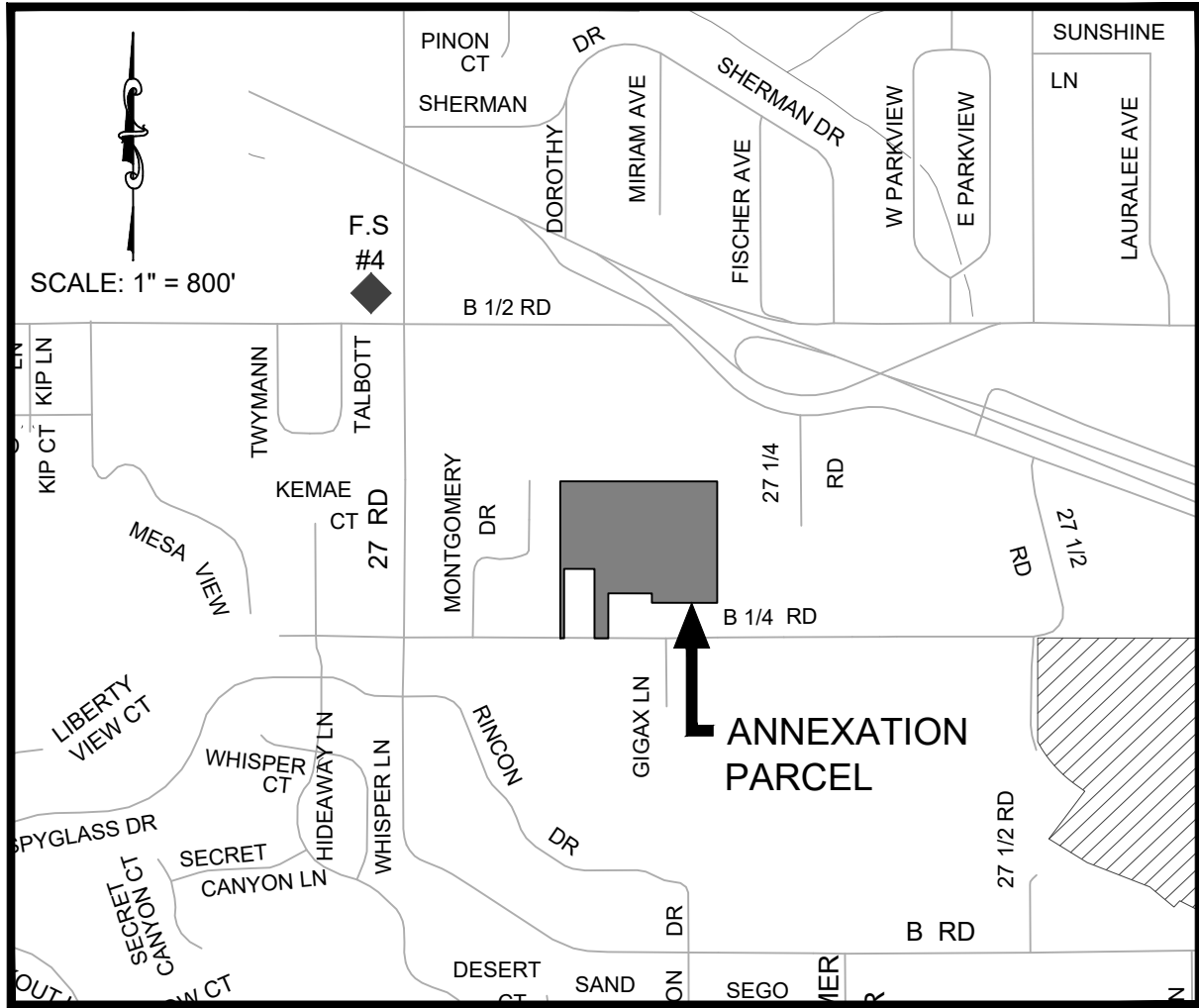
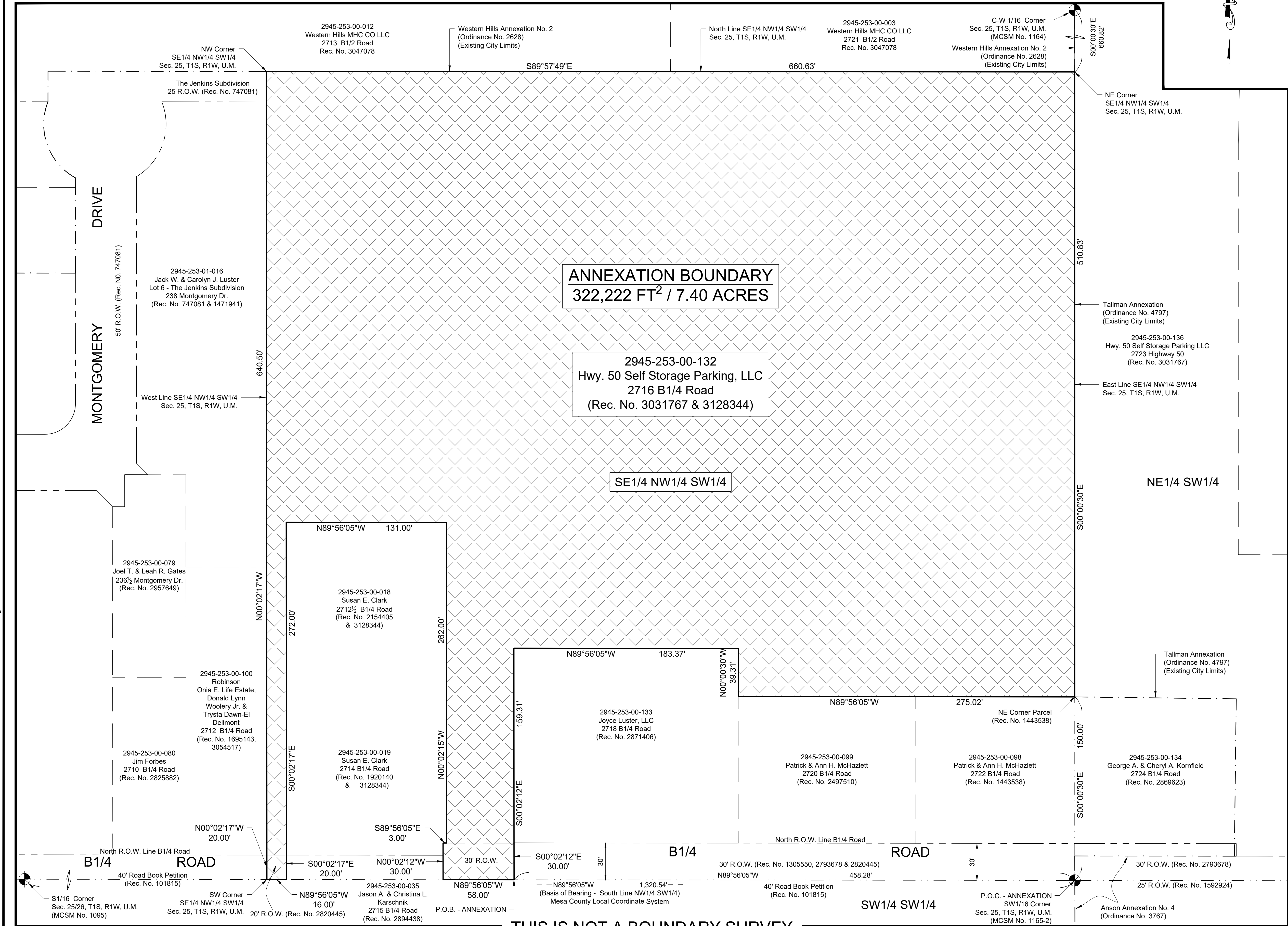
WESTERN HILLS HOMES CO LLC
MORRIS DON
9515 HILLWOOD DR
LAS VEGAS NV 89134

WHITE STACY A
WHITE JEFFREY M
2704 RINCON DR
GRAND JUNCTION CO 81503

WICKHAM JASON
WICKHAM KALISTA
2706 RINCON DR
GRAND JUNCTION CO 81503

RICCIARDELLA ANNEXATION

Located in the Southeast Quarter of the Northwest Quarter of the Southwest Quarter (SE1/4 NW1/4 SW1/4)
Section 25, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado



SITE LOCATION MAP

LEGAL DESCRIPTION

A parcel of land described in Reception Numbers 3031767 and 3128344 and portions of those right of way parcels described in Reception Numbers 2820445, 1305550 and 2793678, located in the southeast quarter of the northwest quarter of the southwest quarter (SE1/4 NW1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:
Commencing at the Southwest Sixteenth Corner (SW 1/16) of said Section 25, whence the South Sixteenth Corner on the west line of said Section 25 bears N89°56'05"W, a distance of 1,320.54 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence N89°56'05"W, a distance of 458.28 feet along the south line of the northwest quarter of the southwest quarter (NW1/4 SW1/4) to the Point of Beginning; thence continuing along said south line, N89°56'05"W, a distance of 58.00 feet; thence N00°02'12"W, a distance of 30.00 feet to a point on the north R.O.W. line of B1/4 Road; thence S89°56'05"E, a distance of 3.00 feet along said north line; thence N00°02'15"W, a distance of 262.00 feet; thence N89°56'05"W, a distance of 131.00 feet; thence S00°02'17"E, a distance of 272.00 feet to a point on the north R.O.W. line of B1/4 Road; thence S00°02'17"E, a distance of 20.00 feet to a point on said south line of the northwest quarter of the southwest quarter (NW1/4 SW1/4) of Section 25; thence N89°56'05"W, a distance of 16.00 feet to the southwest corner of said southeast quarter of the northwest quarter of the southwest quarter (SE1/4 NW1/4 SW1/4) of Section 25; thence N00°02'17"W, a distance of 20.00 feet to a point on the north R.O.W. line of B1/4 Road; thence N00°02'17"W, a distance of 640.50 feet along the west line of said southeast quarter of the northwest quarter of the southwest quarter (SE1/4 NW1/4 SW1/4) of Section 25 to the northwest corner of said southeast quarter of the northwest quarter of the southwest quarter (SE1/4 NW1/4 SW1/4) of Section 25 being a point on the south line of Western Hills Annexation No. 2 Ordinance 2628; thence S89°57'49"E, a distance of 660.63 feet along said north line also being said south line of Western Hills Annexation No. 2 to the northeast corner of said southeast quarter of the northwest quarter of the southwest quarter (SE1/4 NW1/4 SW1/4) of Section 25 being a point on the west line of Tallman Annexation Ordinance No. 4797; thence S00°00'30"E, a distance of 510.83 feet along said east line also being the west line of Tallman Annexation (Ordinance 4797) to the northeast corner of a parcel of land as recorded at Reception No. 1443538; thence N89°56'05"W, a distance of 275.02 feet; thence N00°00'30"W, a distance of 39.31 feet; thence N89°56'05"W, a distance of 183.37 feet; thence S00°02'12"E, a distance of 159.31 feet to a point on the North R.O.W. line of B1/4 Road; thence S00°02'12"E, a distance of 30.00 feet to the Point of Beginning.

Said parcel of land CONTAINING 322,222 Square Feet or 7.40 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	3,310.97 FT.
CONTIGUOUS PERIMETER	1,171.46 FT.
AREA IN SQUARE FEET	322,222 FT ²
AREA IN ACRES	7.40 AC.
AREA WITHIN R.O.W.	2,060.0 FT ²
	0.047 AC.
AREA WITHIN DEEDED R.O.W.	2,060.0 FT ²
	0.047 AC.

LEGEND

ANNEXATION BOUNDARY	
ANNEXATION AREA	
EXISTING CITY LIMITS	

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

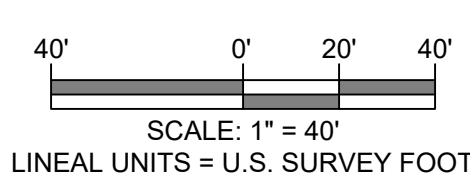
00/00/2025

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.

RENEE BETH PARENT
STATE OF COLORADO - P.L.S. NO. 38266
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501

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: 08/03/2025
REVIEWED BY: RBP DATE: 08/05/2025
CHECKED BY: ABL DATE: _____
APPROVED BY: RBP DATE: _____



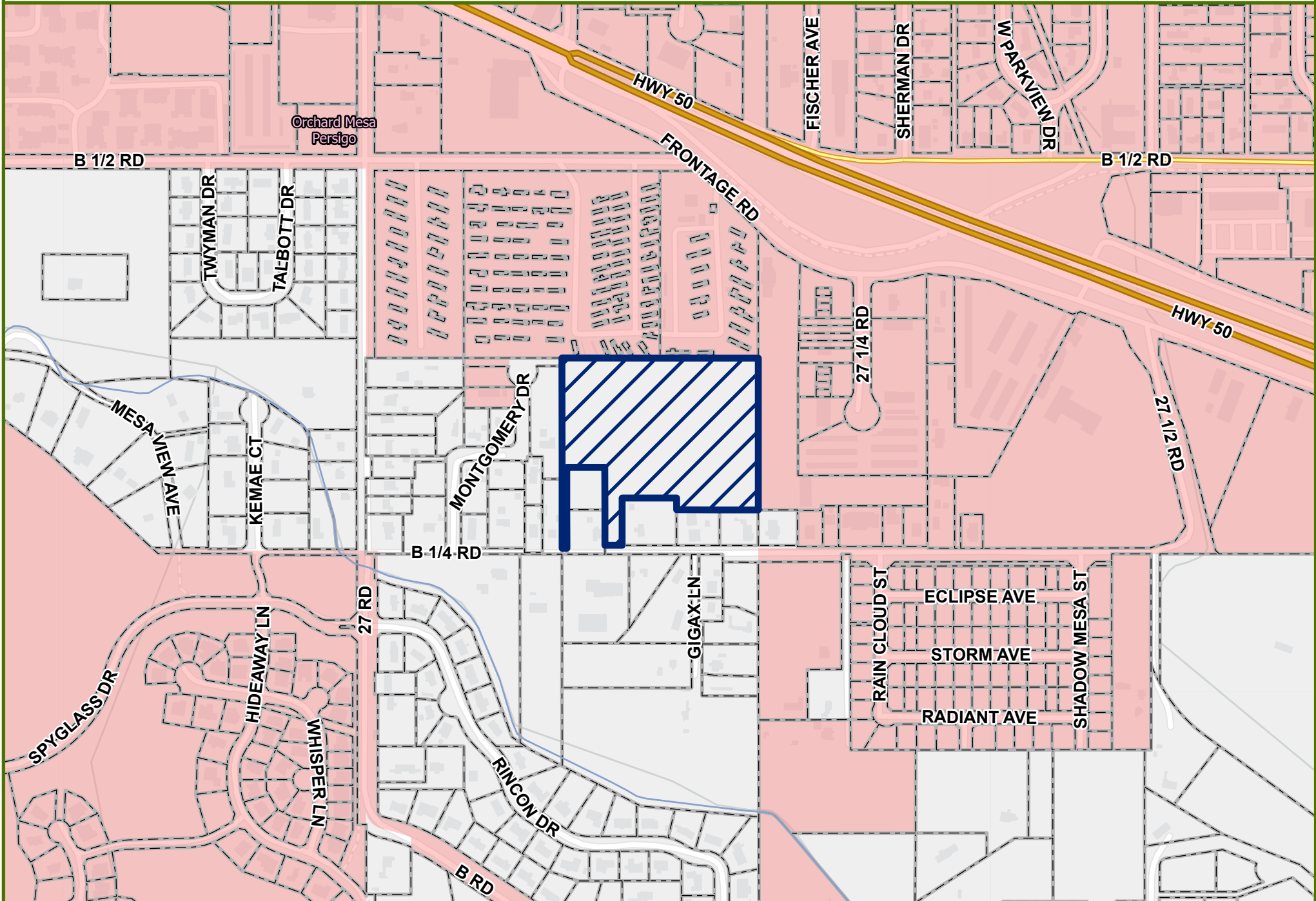
Engineering & Transportation
Department
244 North 7th Street - Grand Junction, CO. 81501

RICCIARDELLA ANNEXATION
Located in the Southeast Quarter of the Northwest Quarter of the Southwest Quarter (SE1/4 NW1/4 SW1/4), Section 25, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

1
OF
1

RICCIARDELLA ANNEXATION SCHEDULE				
November 19, 2025		Referral of Petition, Intro Proposed Ordinance, Exercise Land Use		
November 25, 2025		Planning Commission Considers Zone of Annexation		
December 17, 2025		City Council Intro Proposed Zoning Ordinance		
January 7, 2026		City Council Accept Petition/Annex and Zoning Public Hearing		
February 9, 2026		Effective date of Annexation and Zoning		
ANNEXATION SUMMARY				
File Number		ANX-2024-16		
Location(s)		2716 B ¼ Rd.		
Tax ID Number(s)		2945-253-00-132		
Number of Parcel(s)		1		
Existing Population		0		
Number of existing Dwelling Units		0		
Acres Land Annexed		7.37		
Developable Acres Remaining		7.37		
Right-of-way in Annexation				
Previous County Zoning		RSF-4		
Proposed City Zoning		RM-8		
Surrounding Zoning:	North:	Planned Development (PD)		
	South:	RSF-4 (County) and PUD (County)		
	East:	Commercial General (CG)		
	West:	RSF-4 (County)		
Current Land Use		Vacant Land		
Proposed Land Use		Residential Medium		
Surrounding Land Use:	North:	Residential		
	South:	Residential		
	East:	Commercial		
	West:	Residential		
Comprehensive Plan Designation:		Residential Medium		
Retailers within Annexation boundary		Yes:		No: X
If yes, provide Name/Address/Phone Number				
Values:	Assessed	\$267,720.00		
	Actual	\$267,720.00		
Address Ranges		2716 B ¼ Road		
Special Districts:	Water	Ute Water		
	Sewer	Persigo		
	Fire	Grand Junction Fire		
	Irrigation/Drainage	Orchard Mesa Irrigation District		
	School	School District 51		
	Pest	Grand River Mosquito Control District		

Ricciardella Annexation



0 125 250 500 Feet



Annexation Site



City Limits

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING RICCIARDELLA ANNEXATION TO RM-8 (RESIDENTIAL
MEDIUM) ZONE DISTRICT**

**LOCATED AT 2716 B ¼ RD.
APPROXIMATELY 7.37 ACRES**

Recitals:

The property owner has petitioned to annex their 7.37 acres into the City limits. The annexation is referred to as the “Ricciardella Annexation”.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the Ricciardella Annexation consisting of 7.37 acres from County RSF-4 (Residential) to RM-8 (Residential Medium-8) finding that both the RM-8 zone district conforms with the designation of Residential as shown on the Land Use Map of the Comprehensive Plan and conforms with its designated zone with the Comprehensive Plan’s goals and policies and is generally compatible with land uses located in the surrounding area.

After notice and public hearing, the Grand Junction City Council finds that the RM-8 (Residential Medium-8) zone district, is in conformance with at least one of the stated criteria of Section 21.02.050(m)(3)(ii) of the Grand Junction Zoning & Development Code for the parcel as designated.

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

ZONING FOR THE RICCIARDELLA ANNEXATION

The following parcels in the City of Grand Junction, County of Mesa, State of Colorado are hereby zoned RM-8 as follows:

A parcel of land described in Reception Numbers 3031767 and 3128344 and portions of those right of way parcels described in Reception Numbers 2820445, 1305550 and 2793678, located in the southeast quarter of the northwest quarter of the southwest quarter (SE1/4 NW1/4 SW1/4) of Section 25, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:
Commencing at the Southwest Sixteenth Corner (SW 1/16) of said Section 25, whence the South Sixteenth Corner on the west line of said Section 25 bears N89°56'05"W, a distance of 1,320.54 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence N89°56'05"W, a distance of

458.28 feet along the south line of the northwest quarter of the southwest quarter (NW1/4SW1/4) to the Point of Beginning; thence continuing along said south line, N89°56'05"W, a distance of 58.00 feet; thence N00°02'12"W, a distance of 30.00 feet to a point on the north R.O.W. line of B1/4 Road; thence S89°56'05"E, a distance of 3.00 along said north line; thence N00°02'15"W, a distance of 262.00 feet; thence N89°56'05"W, a distance of 131.00 feet; thence S00°02'17"E, a distance of 272.00 feet to a point on the north R.O.W. line of B1/4 Road; thence S00°02'17"E, a distance of 20.00 feet to a point on said south line of the northwest quarter of the southwest quarter (NW1/4 SW1/4) of Section 25; thence N89°56'05"W, a distance of 16.00 feet to the southwest corner of said southeast quarter of the northwest quarter of the southwest quarter (SE1/4 NW1/4 SW1/4) of Section 25; thence N00°02'17"W, a distance of 20.00 feet to a point on the north R.O.W. line of B1/4 Road; thence N00°02'17"W, a distance of 640.50 feet along the west line of said southeast quarter of the northwest quarter of the southwest quarter (SE1/4 NW1/4 SW1/4) of Section 25 to the northwest corner of said southeast quarter of the northwest quarter of the southwest quarter (SE1/4 NW1/4 SW1/4) of Section 25 being a point on the south line of Western Hills Annexation No. 2 Ordinance 2628; thence S89°57'49"E, a distance of 660.63 feet along said north line also being said south line of Western Hills Annexation No. 2 to the northeast corner of said southeast quarter of the northwest quarter of the southwest quarter (SE1/4 NW1/4 SW1/4) of Section 25 being a point on the west line of Tallman Annexation Ordinance No. 4797; thence S00°00'30"E, a distance of 510.83 feet along said east line also being the west line of Tallman Annexation (Ordinance 4797) to the northeast corner of a parcel of land as recorded at Reception No. 1443538; thence N89°56'05"W, a distance of 275.02 feet; thence N00°00'30"W, a distance of 39.31 feet; thence N89°56'05"W, a distance of 183.37 feet; thence S00°02'12"E, a distance of 159.31 to a point on the North R.O.W. line of B1/4 Road; thence S00°02'12"E, a distance of 30.00 feet to the Point of Beginning.

Said parcel of land CONTAINING 322,222 Square Feet or 7.40 Acres, more or less.

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

ADOPTED on second reading this ____ day of _____, 2025 and ordered published in pamphlet form.

[NAME]
President of the Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #3.a.i.

Meeting Date: December 17, 2025
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

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 - ***Continued to January 7, 2026***

RECOMMENDATION:

Conduct a public hearing on January 7, 2026, adopt the ordinance and pass for final publication in pamphlet form.

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 pass and adopt Ordinance ____ 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.

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.

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 #4.a.

Meeting Date: December 17, 2025

Presented By: Trenton Prall, Engineering & Transportation Director

Department: Engineering & Transportation

Submitted By: Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

An Intergovernmental Agreement (IGA) Concerning the Adoption of the Local Match Funding for Grand Valley Metropolitan Planning Organization (GVMPO) for FY 2026

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to sign the IGA.

EXECUTIVE SUMMARY:

The Regional Transportation Planning Office includes the federally-mandated Grand Valley Metropolitan Planning Organization (GVMPO). The GVMPO receives funds through CDOT from the Consolidated Planning Grant (CPG) and Rural Planning Assistance Grant (RPC) for operations costs. Matching funds for federal grants are split between Mesa County, Grand Junction, Fruita, and Palisade. The proposed action to approve the FY2026 IGA and identify the local match to be provided by each entity.

BACKGROUND OR DETAILED INFORMATION:

The Regional Transportation Planning Office includes the federally-mandated Grand Valley Metropolitan Planning Organization (GVMPO). The GVMPO receives funds through CDOT from the Consolidated Planning Grant (CPG) and Rural Planning Assistance Grant (RPC) for operations costs.

In 2025, funding for the GVMPO increased from \$339,000 to \$500,000 and RPC funding increased from \$10,500 to \$16,000 with funding matched with toll credits. Additionally, 2024 included funding for the Travel Demand Model and Regional Transportation Plan, both of which must be updated every five years.

With this, there is a just a small increase in local funding in 2026 and the local match

requested for GVMPO operations is as follows:

	Distribution	2024 IGA	2025 IGA	2026 IGA
Total		\$272,730	\$66,708	\$70,000
Mesa County	47.1%	\$128,456	\$32,510	\$32,970
Grand Junction	47.1%	\$128,456	\$32,510	\$32,970
Fruita	4.1%	\$11,182	\$2,830	\$2,870
Palisade	1.7%	\$4,636	\$1,173	\$1,190

FISCAL IMPACT:

The City's share of the 2026 match is \$32,970 and is included in the 2026 Budget.

SUGGESTED MOTION:

I move to (adopt, approve, and authorize/not adopt, not approve, and not authorize) the Interim City Manager to sign the Intergovernmental Agreement (IGA) concerning the adoption of the local match funding for Grand Valley Metropolitan Planning Organization (GVMPO) for FY 2026.

Attachments

1. 2026 GVMPO-IGA_FINAL
2. GVRTC Resolution 2025-013 GVT IGA

GRAND VALLEY METROLITAN PLANNING ORGANIZATION INTERGOVERNMENTAL AGREEMENT

AN INTERGOVERNMENTAL AGREEMENT (IGA) CONCERNING THE ADOPTION OF THE
LOCAL FUNDING FOR GRAND VALLEY METROPOLITAN PLANNING ORGANIZATION
(GVMPO) FOR FY 2026.

WHEREAS, the Grand Valley Regional Transportation Committee (GVRTC) is the decision-making mechanism for the Grand Valley Metropolitan Planning Organization (GVMPO) consistent with federal and state transportation planning requirements [23 USC §§134 and 135; 43-1-1101 et seq. C.R.S.]; and

WHEREAS, the GVMPO represents all local governments within the MPO boundary, as found in Attachment A or as amended, including Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade to meet federal and state requirements and to speak with one "regional voice;" and

WHEREAS, the GVMPO fulfills a number of transportation planning roles as stated in the GVRTC Bylaws updated December 16, 2019 by resolution 2019-004 and found in Attachment B including the Unified Planning Work Program (UPWP), the annual Transportation Improvement Program (TIP), the Grand Valley Travel Demand Model (TDM), and the long-range 20-year Regional Transportation Plan (RTP); and

WHEREAS, the Federal Highway Administration (FHWA) and Colorado Department of Transportation (CDOT) awards operating assistance to Mesa County on a matching and non-matching basis to assist in the implementation of the MPO functions; and

WHEREAS, the GVRTC for itself and for the local governments and population that it serves desires to establish a stable, long-term operating financing structure for the MPO; and

WHEREAS, the GVRTC has recommended a financing structure that it believes will provide for the funding needs of the MPO for the 2026; and

WHEREAS, Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade have negotiated and agreed on the 2026 funding formula setting forth the funds to be provided by each entity; and

WHEREAS, the GVRTC and Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade all agree, subject to annual appropriation, to continue funding as established by this IGA until December 31, 2026 or the implementation of an approximately equal or greater permanent MPO funding source; and

WHEREAS, the GVRTC has stated that it understands, acknowledges and agrees that local funding is not permanent funding and that the funding formula and the local funding commitments as set forth herein will allow for the continued operation of the MPO; and

WHEREAS, the Mesa County Regional Transportation Planning Office will invoice the partners

annually in January for the agreed upon funding amounts with payment due within 30 days of receipt of invoice; and

WHEREAS, the GVRTC approved the funding amounts for the MPO IGA at a regularly scheduled meeting on August 25, 2025 by Resolution 2025-014.

NOW, THEREFORE, BE IT AGREED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY, THE GRAND JUNCTION CITY COUNCIL, THE FRUITA CITY COUNCIL AND THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE THAT THE LOCAL FUNDING FOR FY 2026 FOR THE GVMPO SHALL BE ESTABLISHED IN ACCORDANCE WITH THE FOREGOING RECITALS AND THE FUNDING FORMULA SET FORTH HEREIN BELOW:

2026 MPO IGA		
Total IGA		\$70,000
Mesa County	47.1%	\$32,970
City of Grand Junction	47.1%	\$32,970
City of Fruita	4.1%	\$2,870
Town of Palisade	1.7%	\$1,190

CITY OF FRUITA

By: _____
Shannon Vassen, City Manager Date

CITY OF GRAND JUNCTION

By: _____
Mike Bennet, City Manager Date

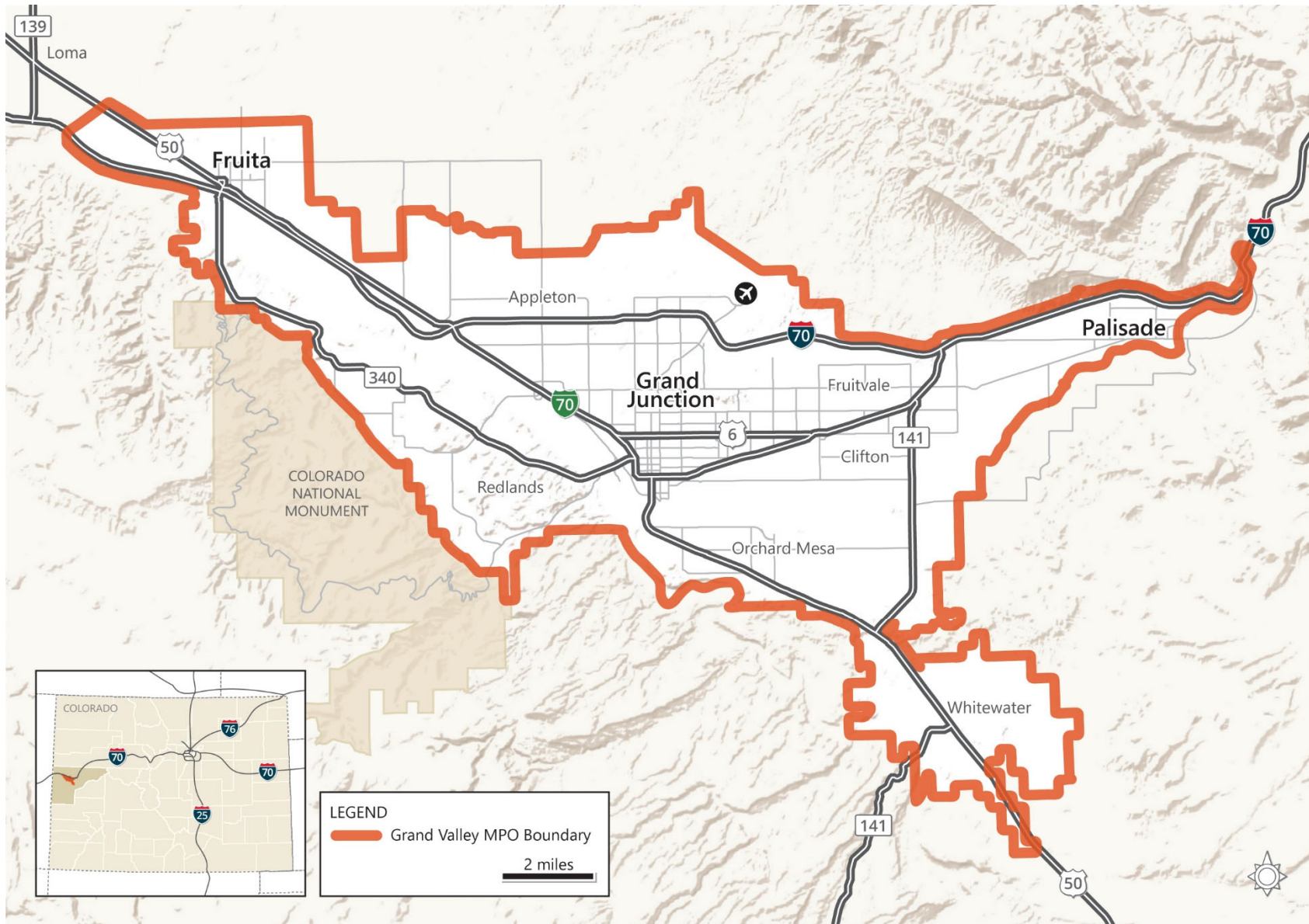
MESA COUNTY

By: _____
Todd Hollenbeck, County Administrator Date

TOWN OF PALISADE

By: _____
Janet Hawkinson, Town Administrator Date

Attachment A: MPO Boundary



First Amended Intergovernmental Agreement Creating the Grand Valley Regional Transportation Committee And Adopting Rules and Bylaws

THIS FIRST AMENDED INTERGOVERNMENTAL AGREEMENT (this "Agreement") amends that certain Intergovernmental Agreement Creating the Grand Valley Regional Transportation Committee and Adopting Rules and Bylaws dated December 17, 2002 (the "2002 Agreement") that created the GRAND VALLEY REGIONAL TRANSPORTATION COMMITTEE (hereinafter referred to as "GVRTC") and adopted bylaws and process rules. This Agreement is agreed to, made and entered into effective this 16th day of December, 2019, by and between THE COUNTY OF MESA, COLORADO, (hereinafter referred to as "County"), THE CITY OF GRAND JUNCTION, COLORADO, (hereinafter referred to as "Grand Junction"), THE CITY OF FRUITA, COLORADO (hereinafter referred to as "Fruita"), and the TOWN OF PALISADE, COLORADO, (hereinafter referred to as "Palisade"). Each of the County, Grand Junction, Fruita and Palisade are referred to herein as a "Party" and collectively as the "Parties".

RECITALS.

- A. The Federal Transit Act (49 USC 5301 et seq.), and federal laws dealing with federal aid for highways (23 USC §§134 and 135) require the County and Grand Junction, as members of the Grand Junction/Mesa County MPO, also known as the Grand Valley Metropolitan Planning Organization, to develop and implement transportation plans within their respective jurisdictions.
- B. The boundaries of the Grand Valley Metropolitan Planning Organization "MPO" include the areas between Fruita, Grand Junction and Palisade and include Whitewater. The boundaries have been determined and will be updated, as required, by the United States decennial Census of Population and Housing.

- C. The Parties conclude that, notwithstanding federally mandated Census tracts and boundaries, and federally directed definitions, the part of the Grand Valley from Palisade to Fruita, including the lands in each municipality (for this Agreement hereinafter referred to as the "Grand Valley"), actually operates and should be treated as one inter-related and integrated whole, at least for transit and transportation planning purposes.
- D. Regardless of the boundary of the federally defined Grand Junction Urbanized Area, each Party recognizes that its transportation policy and improvement decisions affect the other Parties, and that each Party has a stake in the administration, policies and activities of the MPO.
- E. Both because of federal mandates, and because of the desire to consider the needs and desires of the residents of the Grand Valley, the Parties recognize the need to involve property owners and residents of Mesa County in transportation planning and the priority-setting of which projects should be built and in what sequence, and similar transportation and transit questions.
- F. The Parties agree that it is in their best interests to work together to continue past efforts to meaningfully involve each party and its citizens in transportation planning and management processes.
- G. Currently each Party has been interested in, and has funded at least in part, the management and operations of the Grand Valley's transit system. That transit system, known as Grand Valley Transit ("GVT"), is owned and directed by Mesa County, and operated through a contract between Mesa County and a contractor.

- H. Mesa County desires, and the Parties are willing, "to agree upon the overarching issues and policies that should be addressed by the GVRTC.
- I. The Parties desire that the structure provided for in this Agreement will continue to provide a regional decision-making structure that can implement the federal and state mandated (and as authorized by the GVRTC) planning, coordination, operating and funding "missions," while recognizing that each Party must retain its fiscal decision making and each must continue to comply with its individual constitutional and statutory requirements.
- J. One of the purposes of this Agreement is to create one body and process to meet federal and state requirements and to speak with one "regional voice" regarding the matters arising out of or under this Agreement. The Parties do so with full appreciation that "regional" means different things for different purposes. For MPO purposes, "regional" means the Grand Valley, as defined herein. For state law relating to transportation planning "regional" means all of Mesa County. The Parties hereto desire to delegate to the GVRTC the responsibility for the planning of the Mesa County TPR in coordination with the Mesa County Regional Transportation Planning Office ("RTPO").
- K. The Parties acknowledge that federal law requires that the MPO and other planning efforts require the consideration, if not direct participation, of other entities and businesses involved in the federally mandated "multi-modal" view of modern transportation planning and funding. Examples of other entities whose interests must be considered are railroads, freight carriers, airport, private bus companies, pedestrians and bicyclists.

- L. State law (§ 43-1-1101, et seq., C.R.S.) requires that all regions of the state adopt short- and long-term transportation plans. Mesa County is one of such regions (hereinafter termed the Transportation Planning Region ("TPR") as further defined in § 43-1-1102(8), C.R.S. and 2 CCR 601-22:1.41). The local government planning for Mesa County's TPR is being performed by the MPO and the local staff of the RTPO.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, THE PARTIES AGREE as follows:

ARTICLE 1

ORGANIZATION, DEFINITIONS, PURPOSE, AND OBJECTIVES

1.1. INITIAL MATTERS

- A. The Recitals set forth above are incorporated into the Agreement by reference.
- B. The previously established "Grand Valley Regional Transportation Committee" ("GVRTC") is authorized by §29-1-203, C.R.S. This Agreement is intended to be a contract between governments as described therein.

1.2. THE PURPOSE OF THE GVRTC IS:

- A. To ensure that the TPR represents the Parties' priorities, issues and concerns regarding regional transportation, planning and transit issues, and that such matters are communicated in a unified manner to third parties including, without limitation, the Colorado Department of Transportation ("CDOT"), the Federal Highway Administration ("FHWA") the Federal Transit Administration ("FTA"), other federal agencies, Mesa County's federal and state legislative delegations and other entities.
- B. To assist the CDOT, the "FHWA" and the "FTA" in prioritizing requests for funding in Mesa County, the Grand Valley, and the local CDOT Region.

- C. To promote active involvement by each Party in the planning, development and implementation of the long-range plan for the TPR.
- D. To promote on-going consultation among the Parties in regional transportation and transit planning from a regional perspective.
- E. To establish a mechanism for the administration of GVT.
- F. To establish a decision-making mechanism for the MPO, in light of the purposes of this Agreement, consistent with federal transportation planning requirements. [23 USC §§134 and 135].
- G. To present a clear regional voice to the public on transportation planning and transit issues. [23 USC §§ 134 and 135; 23 CFR 450.200 and 23 CFR 450.300].
- H. To define the relationship between the GVRTC and the staff of the County that has been doing the work of the MPO including the state required planning for this transportation planning region pursuant to § 43-1-1102,
- I. C.R.S. (termed the TPR plan); public transit support and planning [49 USC 5301 et seq.] and transportation planning for the Grand Valley. Such staff is termed the RTPO staff.

1.3. THE OBJECTIVES OF THE GVRTC ARE TO:

- A. Consider those differences while continuing the cooperative and comprehensive coordination of transportation planning activities and transportation projects consistent with the different needs, resources and populations of each Party.
- B. Use the forum established by the creation of the GVRTC to achieve maximum benefits from available resources, to reduce duplication of effort and to obtain better overall coordination of transportation planning and management.
- C. Create one decision-making clearinghouse for TPR regional transportation “plans” or “planning”, the MPO plans and GVT issues and policies.

- D. Grant sufficient authority to the GVRTC so that the other objectives can be met, without unlawfully usurping the decisions and functions of each individual Party.
- E. Facilitate active communication between and among the Parties and their citizens, and other “stakeholders,” regarding transportation, planning and transit issues and policies.
- F. Provide needed policies for the administration of GVT, in accordance with the Regional Transportation Plan.
- G. Collaborate with Parties to secure local funding for regional transportation projects.
- H. Collaborate with Parties to study and initiate regional transportation funding mechanisms.
- I. Through open information sharing, provide regional coordination and funding of transportation projects.

ARTICLE 2

PROCEDURES AND AUTHORITY

2.1. THE PROCEDURES FOR THE GVRTC ARE AS FOLLOWS:

- A. The GVRTC is to act as a regional transportation planning committee that sets and recommends transportation policy for regional initiatives, regional priorities and regional projects, as contemplated by 23 USC§§ 134 and 135.
- B. The GVRTC will seek the advice and technical support of the respective staffs of the Parties, which staffs together are called the Technical Advisory Committee (“TAC”), for technical analysis in decisions as stated in Article 6.
- C. The GVRTC shall adopt:
- D. Annual Unified Planning Work Program (“UPWP”) and any amendments. [23 CFR 450.308(b)]

- E. Annual Transportation Improvement Program. [23 CFR 450.326]
- F. The twenty (20) year long-range transportation plans, as required by federal and state law. [23 USC§§ 134 and 135; 43-1-1101 et seq. C.R.S.].
- G. The Parties agree to recommend the integration of the work, plans and decisions that are approved by the GVRTC in accordance with this Agreement into the master plans, growth plans, and similar planning efforts of each Party. For example, and without limitation, the 20-year planning that is contemplated by various federal laws and regulations will be the planning efforts (typically evidenced by a master or growth plan) of each Party. Such efforts are intended to make sure that the planning done by the GVRTC is integrated into and with other planning processes in the Grand Valley for each Party.

2.2. THE GVRTC HAS THE AUTHORITY TO:

- A. Recommend to RTPO staff such day-to-day and other administrative decisions and plans that would not usurp the policy and fiscal decisions reserved to the Parties.
- B. Develop and communicate with federal, state and other interested parties regarding the adopted plans and policies of the Parties, such as are listed in 2.1 (C) and (D), above.
- C. Act as the administrative agency and recommending authority for:
- D. Non-policy decisions and work relating to the MPO, TPR, and GVT.
- E. Contracts with CDOT to execute the Consolidated Planning Grant which grant funds the planning functions of the MPO.
- F. The Regional Planning Contracts that fund the execution of the UPWP. [23 CFR 450.200, et seq. and 23 CFR Section 450.300 et seq.]

- G. Act as the policy-making authority for the GVT including having recommendation authority over budget, operations and administration of the GVT to the Mesa County Board of Commissioners.
- H. Recommend levels of local match for administration, capital projects and operations of the GVT to the Parties.
- I. Recommend to the Parties levels of match for CDOT Consolidated Planning Grant contracts and transit grants.
- J. Adopt policies and procedures for the operation and administration of the GVRTC.

ARTICLE 3

MEMBERS

3.1. MEMBERSHIP AND RELATED RULES:

Each Party to this Agreement is a Party of the GVRTC. The Parties may allow other entities, persons and stakeholders to participate in all or a portion of the activities and functions of the GVRTC, but to add a voting Party, this Agreement must be amended in writing by a majority of the parties.

3.2. MEMBERSHIP RULES:

- A. The GVRTC may impose such conditions upon each new Party as it deems necessary to preserve the structure and integrity of the GVRTC, including, but not limited to, requiring financial support for its continued operation.
- B. A Party may withdraw from the GVRTC (and thereby terminate this Agreement with regard to such Party) upon the giving of not less than sixty (60) days written notice to the Chair of the GVRTC. No such withdrawal shall serve to excuse the payment of any sums or performance of any obligations agreed to be paid prior to the withdrawal.

- C. Each Party shall designate a representative ("Representative") and collectively, the Representatives shall form the Board of Representatives (the "Board"). Each Party may also designate an Alternate Representative to act in place of the Representative when the Representative is not available and such person shall be referred to as the Representative, as applicable, for purposes of this Agreement. Each Party shall determine, pursuant to each Party's own rules and requirements, the qualifications and designations of such Party's Representative and shall provide written notice to the other Parties of who will serve in that role, as well as the role of any Alternative Representative.

ARTICLE 4

OFFICERS

4.1. APPOINTMENT, TERM AND REMOVAL

- A. The officers of the GVRTC shall be selected by the Representatives and must be Representatives themselves. The officers shall consist of a Chair and a Vice Chair and must be natural persons eighteen (18) years of age or older. The Chair and Vice Chair shall not be Representatives of the same Party.
- B. Each officer will serve a term of one (1) year, with the term to run from June 1 through May 31; provided, however, each officer shall continue to serve until elections for new officers are held. Nominations and election of officers will be held during the first meeting held in June. The majority vote of the Representatives present at the time of the vote will determine the officers.
- C. Vacancies in any office may be filled by a majority vote of the Representatives at any regular or special meeting of the GVRTC.

4.2. DUTIES AND AUTHORITY OF OFFICERS

- A. Chair. The Chair shall have general charge and control of all of the business and affairs of the GVRTC and shall perform all duties incident to the office of Chair. He or she shall preside at all meetings of the Representatives and any other meetings held by the GVRTC. Except as otherwise directed by a majority of the

Representatives, the Chair will execute all legal instruments of the GVRTC and will represent the GVRTC at any meeting, event, or other activity at which a GVRTC representative is permitted, requested, or required to be in attendance. The Chair will perform such additional duties and have such additional authority as directed by a majority of the Representatives from time to time.

- B. Vice-Chair. Except as otherwise directed by a majority of the Representatives, the Vice-Chair will perform the duties and have the authority of the Chair in the Chair's absence or inability or refusal to perform his/her duties. The Vice-Chair will perform such additional duties and have such additional authority as directed by the Chair or a majority of the Representatives from time to time so long as such duties are not inconsistent with the duties and authority of the Chair. The Vice-Chair will serve as the Chairperson at any Board meeting where the Chair is absent, or is unable or refuses to serve as the Chairperson.

C. Additional Terms.

1. The Chair, Vice-Chair, the Director of the RTPPO and/or Alternative Representative will represent the GVRTC on the Statewide Transportation Advisory Committee, which advises CDOT and the Transportation Commission on the needs of the transportation system in Colorado and reviews and comments on all Regional Transportation Plans and the Statewide Transportation Plan. [2 CCR 601-22]
2. The Chair, the Director of the RTPPO and/or their designee will advise CDOT on the needs of the transportation system in Colorado.
3. The Chair, or in the Chair's absence, the Vice Chair, may designate another to act in his/her stead if the Vice Chair is also not available.
4. The Director of the RTPPO, and his/her staff, shall be responsible for drafting minutes of each Board meeting and maintaining such minutes, as

well as for providing notice of meetings as further described herein, but shall not be considered officers for the purposes of this Agreement.

ARTICLE 5

MEETINGS AND VOTING

5.1. Meetings

1. The Representatives from each Party of the GVRTC shall meet at least bi-monthly, at a time and place established at the previous meeting of the GVRTC, or at a time and place determined by the Chair, with reasonable notice to all Representatives and to the public. Public notices for the GVRTC shall be given by the Director of the RTPPO on the RTPPO website. Representatives may participate in any regular meeting in-person, telephonically or by any other media by which each Representative can hear and be heard by the other Representatives and the audience.
2. Special meetings of the Board may be called by the Chair. Thereupon it will be the duty of the Director to cause notice of such meeting to be given to each Representative not less than 72 hours before the date and time fixed for such meeting. Notice may be delivered in person, by facsimile or by electronic mail at the direction of Director of the RTPPO or the Chair. Work/study sessions will constitute a special meeting. Special meetings of the Board will be held at the time and place fixed by the Chair.

Representatives may participate in any special meeting in-person, telephonically or by any other media by which each Representative can hear and be heard by the other Representatives and the audience.

3. Whenever any notice is required to be given to any Representative under the provisions of law or this Agreement, a waiver thereof in writing by such Representative, whether before or after the time stated therein, will be equivalent to the giving of such notice. Attendance of a Representative at any

meeting of the Board will constitute a waiver by such Representative of notice of such meeting, except when such Representative attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

4. All meetings will be open to the public and shall be posted by the GVRTC in conformity with the Colorado Open Meetings Law, § 24-6-401, et seq. C.R.S.
5. The GVRTC may vote to go into executive session for any purpose authorized and consistent with the Colorado Open Meetings Law. §24-6-401, et seq., C.R.S.
6. At any meeting of the Parties, Representatives from more than one-half the number of Parties shall constitute a quorum, whether participating in-person, telephonically or by any other media by which each Representative can hear and be heard by the other Representatives and the audience. A Representative who abstains from a vote will still be counted for purposes of determining if a quorum is present.

5.2 VOTING

- A. Final actions or decisions of the Representatives may be taken or made only at regular or special meetings of the Representatives, called upon notice as required herein, at which a quorum is present. Except as otherwise provided in this Agreement, final actions or decisions of the Parties shall be made by the affirmative vote of a majority of the Representatives at a properly-noticed regular or special meeting at which a quorum is present.
- B. Appeals.
- D. Notwithstanding the foregoing, any Party can veto any GVRTC decision or action by a majority vote of the Party's governing board if such vote is within thirty (30) business days of the GVRTC decision or action.
- E. If a veto occurs, the Representative shall notify the Chair and Director of the RTPD within one (1) business day of the veto, and shall thereafter forthwith

consult in good faith with the other Representatives and Parties, to obtain a reasonable remedy or resolution.

- F. Any matter subject to a veto shall not have any force or effect, and the Parties shall vote on any remedy or resolution reached with respect to the veto pursuant to Section B.2 herein. Such vote shall be subject to the veto provisions set forth in Section A herein.
- G. Any other objections to items of consideration by the GVRTC will be handled through the procedures established by the Representatives from time- to- time.

ARTICLE 6

COMMITTEES AND STAFFING

6.1. TECHNICAL ADVISORY COMMITTEE

- A. A TAC comprised of the staff of the Parties, and other experts and persons with expertise, is established. The TAC shall provide technical recommendations and policy advice to the GVRTC. [2 CCR 601-22].
- B. The Parties shall determine from time-to-time, by either formal or informal means, who shall serve and participate as a member of the TAC. Normally, the members of the TAC would include staff from counties, municipalities, state and federal agencies and/or from any public and private entities involved in transportation or transit.
- C. The TAC shall be responsible for reviewing and recommending for approval by the GVRTC the following:
 - H. Unified Planning Work Program and amendments. [23 CFR 450.314].
 - I. Transportation Improvement Programs and amendments consisting of projects utilizing federal and state funds and reflective of the jurisdiction they represent.
 - J. Long range regional transportation and transit plans.
 - K. Policies and programs as may be directed by the GVRTC.

- L. Any CDOT requests for ranking of regional transportation projects.
- M. The TAC shall conduct its business within the guidelines established by GVRTC from time-to-time. The TAC shall make its recommendations to the GVRTC, based on a majority of the TAC members attending the TAC meeting.
- N. Meeting locations of the TAC will be determined by the TAC members. Notice thereof shall be given by the Director of the RTPPO and shall be posted at the RTPPO offices. The TAC shall conduct meetings at least quarterly. The Director of the RTPPO, or his or her designee, shall serve as Chair of the TAC.

6.2. SUB-COMMITTEES

- A. The GVRTC may establish working sub-committees as is necessary and shall provide for the appointment of the membership of said committees. These appointments shall be in accordance with state and/or federal requirements.

6.3. STAFFING AND SUPPORT

- A. The administration and coordination of the needs of the GVRTC shall be provided by the RTPPO staff.
- B. To provide for the operation of the GVRTC activities, the Director of the RTPPO shall act as staff support of the GVRTC. The Director of the RTPPO shall appoint and assign titles and duties to the RTPPO staff for the completion of GVRTC activities.
- C. The Director of the RTPPO will be appointed and supervised by the Mesa County Administrator, or his or her designee.
- D. Mesa County will enter into contracts with CDOT for planning and transit funding and with a transit operator for operations of GVT.
- E. Mesa County shall act as the budget authority for the GVRTC and the RTPPO.
- F. The Director of the RTPPO shall be the custodian of records for the GVRTC.

G. Examples of administrative activities of the RTPO are:

1. Maintain and distribute the GVRTC meeting minutes.
2. Make necessary meeting arrangements.
3. Compile information for GVRTC consideration.
4. Prepare applications and contracts for "pass-through" federal and/or state grants.
5. Prepare billings under federal and state grants.
6. Conduct audits as indicated by federal and state laws and regulations.
7. Maintain financial records adequate to sustain such audits.
8. Provide administrative support for the GVRTC in its role as an MPO, TPR and as the contract transit service administrator.
9. Participation in the State Transportation Advisory Committee, as directed by GVRTC.
10. Coordinate information exchange between the Parties and their staff, CDOT, FHWA, FTA, State and federal legislators.
11. Other administrative duties as directed by the GVRTC.
12. Prepare a recommended budget through the Unified Planning Work Program, for review by the GVRTC. The budget year shall follow timelines required by federal and state contracts.
13. Oversee updates of the Regional Transportation Plan and Transportation Demand Model and other transportation studies.

ARTICLE 7

BUDGET AND FINANCE

7.1. GVRTC AND RTPPO BUDGET

- A. Each year the RTPPO shall recommend to the Mesa County Board of Commissioners ("BOCC"), a budget for the operation of the RTPPO. The GVRTC shall determine a local match for transit grant funds through an intergovernmental agreement which will be approved through the annual budget process of each Party.

7.2. ADMINSTRATIVE COSTS

- A. The GVRTC shall recommend to its Parties joint funding for the administrative and operation costs of the RTPPO, after appropriate federal and state grants are spent.

7.3. NO INDEPENDENT POWERS

- A. The GVRTC is not empowered to contract for, or accept grants, funds, gifts or services from any federal, state, local public or private source or in connection with any program or purpose of which the GVRTC exists.
- B. For contracts and purchases made by the RTPPO -, the RTPPO shall work through the Mesa County Purchasing Department, as approved by the BOCC.
- C. GVRTC shall have no power to either borrow any money or pledge any assets.
- D. Mesa County shall provide the GVRTC with the financial, auditing and other services including an annual audit of GVRTC's financial- transactions and expenditures, or as otherwise required by law.
- E. Project costs not deemed by the GVRTC to be administrative in nature shall be paid by the Party benefiting from the project.
- F. The benefiting Parties shall pay any local match required by a state or federal grant. The GVRTC shall decide which Parties benefit by agreement between the GVRTC and the benefiting Parties.

- G. Mesa County shall be the financial, human resources, purchasing, and budgetary authority for the GVRTC.

ARTICLE 8

MISCELLANEOUS

8.1. REPEAL OF PRIOR AGREEMENTS AND RESOLUTIONS.

This Agreement supersedes, revokes and replaces all resolutions and agreements by and between any of the Parties that relate to the GVRTC, except that any annual Intergovernmental Agreements concerning GVRTC funding, which IGAs shall remain in full force and effect.

8.2. NOTICES.

Except for notice of a special meeting delivered in person, by facsimile or by electronic mail in accordance with this Agreement, any notice, demand or request required by or relating to this Agreement shall be in writing and shall be given by personal delivery, by facsimile, or sent by registered or certified mail, postage prepaid, to each Party at the address set forth on the signature page(s) attached hereto, unless a Party has provided another address to the GVRTC.

8.3. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement.

8.4. AMENDMENTS.

This Agreement may be amended either by a written document approved by formal consent of the governing bodies of all of the Parties at the time of the amendment or in accordance with Section 5.2 above. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement.

8.5. NO ASSIGNMENT.

This Agreement may not be assigned by any Party.

8.6. SEVERABILITY.

In the event that any of the terms, covenants or conditions of this Agreement, or their application, shall be held invalid by any court having competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

8.7. GOVERNMENTAL IMMUNITY.

This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, and their past and present directors, officers, council members, employees and volunteers, under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101, C.R.S., et seq.

8.8. GOVERNING LAW, JURISDICTION AND VENUE.

Colorado law governs this Agreement. Jurisdiction and venue shall lie in the District Court for the county in which all of the disputing Parties are located. If one or more of the disputing Parties are located in different counties, the Parties agree that jurisdiction and venue shall lie in the District Court for Mesa County. Under no circumstances may a civil action be removed to a federal court.

8.9. WAIVER OF BREACH.

A Party's waiver of another Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.

8.10. DISPUTE RESOLUTION.

Any dispute or claim arising under or relating to this Agreement shall be submitted first to the Representatives for possible resolution. If the Representatives are unable to resolve the dispute or claim, or if one or more of the Parties to the dispute or claim is not satisfied with the proposed resolution, the dispute or claim shall be submitted to mediation. The Parties to the dispute or claim shall share equally the cost of the mediation, provided that each Party shall pay its own attorneys' fees, costs and expenses incurred in preparing for and participating in the mediation. If the Parties are

unable to resolve their dispute or claim through mediation, any Party to the dispute or claim may bring a civil action. Each Party waives its right to a jury trial.

8.11. EXECUTION.

This Agreement may be executed in several counterparts, and by facsimile or electronic pdf, each of which will be an original, and all of which together will constitute one in the same instrument.

8.12. STATUTORY AMENDMENTS.

All statutory references in this Agreement shall include any subsequent statutory amendments or reenactments.

8.13 TABOR.

The parties understand and acknowledge that the Parties are subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Parties' current fiscal period ending upon the next succeeding December 31. Financial obligations of Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Parties, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

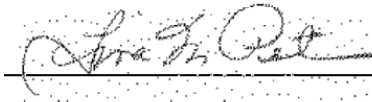
The County of Mesa, Colorado

By:



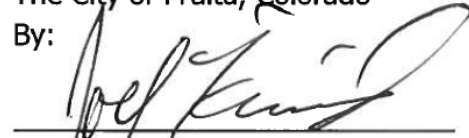
Rose Pugliese, Chair, Mesa County Board of
County Commissioners

Attest:



The City of Fruita, Colorado

By:



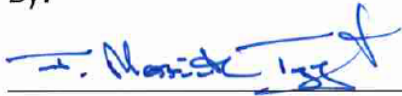
Joel Kincaid, Mayor
Fruita City Council

Attest:



The City of Grand Junction, Colorado

By:



J. Merrick Taggart, Mayor
Grand Junction City Council

Attest:



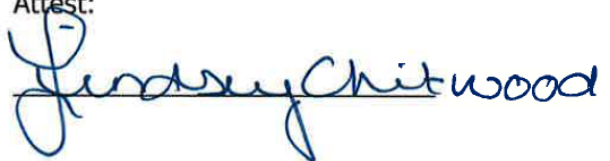
The Town of Palisade, Colorado

By:

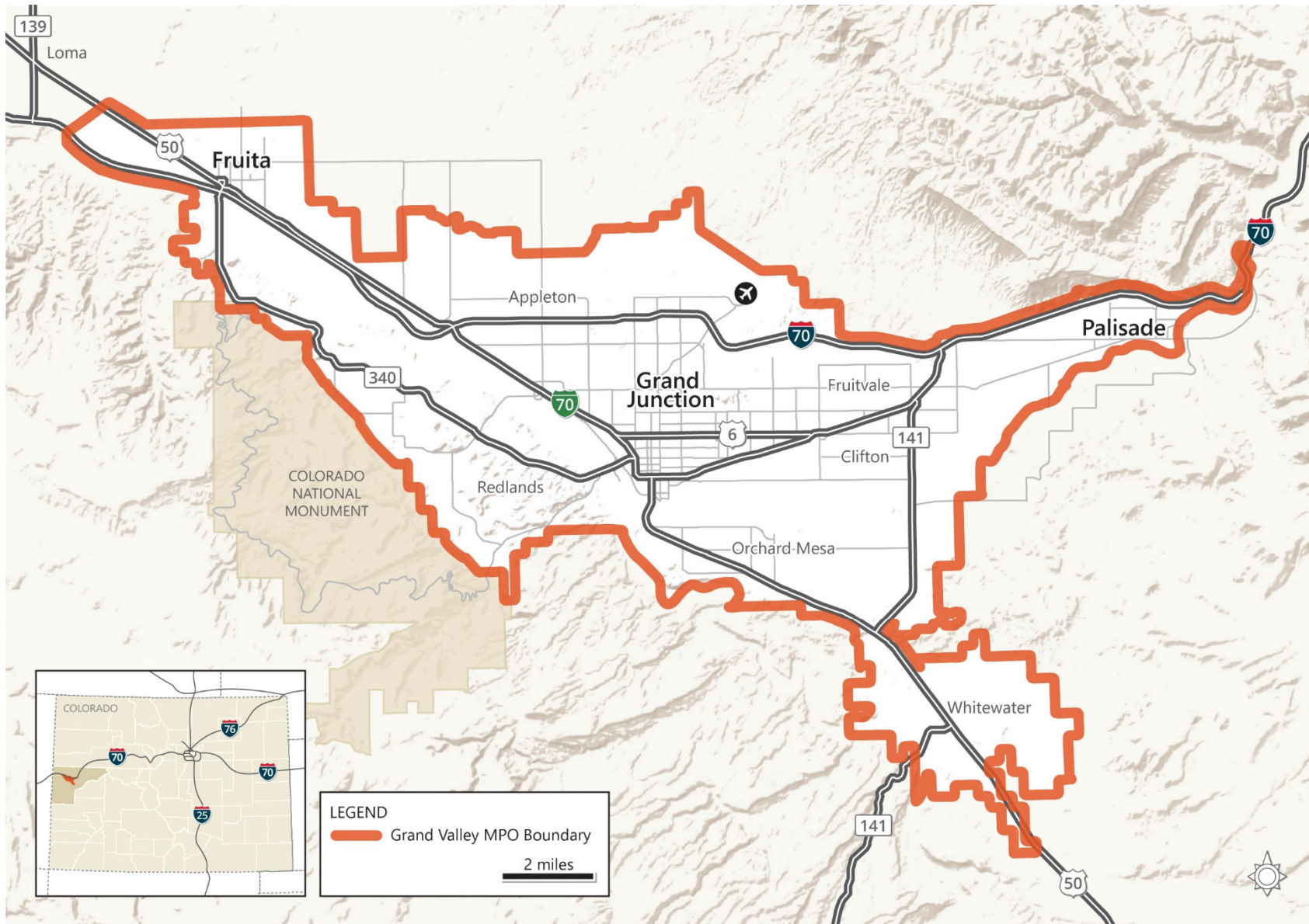


Roger Granat, Mayor
Palisade Board of Trustees

Attest:



Attachment A: MPO Boundary



**First Amended Intergovernmental Agreement Creating the
Grand Valley Regional Transportation Committee
And Adopting Rules and Bylaws**

THIS FIRST AMENDED INTERGOVERNMENTAL AGREEMENT (this "Agreement") amends that certain Intergovernmental Agreement Creating the Grand Valley Regional Transportation Committee and Adopting Rules and Bylaws dated December 17, 2002 (the "2002 Agreement") that created the GRAND VALLEY REGIONAL TRANSPORTATION COMMITTEE (hereinafter referred to as "GVRTC") and adopted bylaws and process rules. This Agreement is agreed to, made and entered into effective this 16th day of December, 2019, by and between THE COUNTY OF MESA, COLORADO, (hereinafter referred to as "County"), THE CITY OF GRAND JUNCTION, COLORADO, (hereinafter referred to as "Grand Junction"), THE CITY OF FRUITA, COLORADO (hereinafter referred to as "Fruita"), and the TOWN OF PALISADE, COLORADO, (hereinafter referred to as "Palisade"). Each of the County, Grand Junction, Fruita and Palisade are referred to herein as a "Party" and collectively as the "Parties".

RECITALS.

- A. The Federal Transit Act (49 USC 5301 et seq.), and federal laws dealing with federal aid for highways (23 USC §§134 and 135) require the County and Grand Junction, as members of the Grand Junction/Mesa County MPO, also known as the Grand Valley Metropolitan Planning Organization, to develop and implement transportation plans within their respective jurisdictions.

- B. The boundaries of the Grand Valley Metropolitan Planning Organization "MPO" include the areas between Fruita, Grand Junction and Palisade and include Whitewater. The boundaries have been determined and will be updated, as required, by the United States decennial Census of Population and Housing.

- C. The Parties conclude that, notwithstanding federally mandated Census tracts and boundaries, and federally directed definitions, the part of the Grand Valley from Palisade to Fruita, including the lands in each municipality (for this Agreement hereinafter referred to as the "Grand Valley"), actually operates and should be treated as one inter-related and integrated whole, at least for transit and transportation planning purposes.
- D. Regardless of the boundary of the federally defined Grand Junction Urbanized Area, each Party recognizes that its transportation policy and improvement decisions affect the other Parties, and that each Party has a stake in the administration, policies and activities of the MPO.
- E. Both because of federal mandates, and because of the desire to consider the needs and desires of the residents of the Grand Valley, the Parties recognize the need to involve property owners and residents of Mesa County in transportation planning and the priority-setting of which projects should be built and in what sequence, and similar transportation and transit questions.
- F. The Parties agree that it is in their best interests to work together to continue past efforts to meaningfully involve each party and its citizens in transportation planning and management processes.
- G. Currently each Party has been interested in, and has funded at least in part, the management and operations of the Grand Valley's transit system. That transit system, known as Grand Valley Transit ("GVT"), is owned and directed by Mesa County, and operated through a contract between Mesa County and a contractor.

- H. Mesa County desires, and the Parties are willing, "to agree upon the overarching issues and policies that should be addressed by the GVRTC.
- I. The Parties desire that the structure provided for in this Agreement will continue to provide a regional decision-making structure that can implement the federal and state mandated (and as authorized by the GVRTC) planning, coordination, operating and funding "missions," while recognizing that each Party must retain its fiscal decision making and each must continue to comply with its individual constitutional and statutory requirements.
- J. One of the purposes of this Agreement is to create one body and process to meet federal and state requirements and to speak with one "regional voice" regarding the matters arising out of or under this Agreement. The Parties do so with full appreciation that "regional" means different things for different purposes. For MPO purposes, "regional" means the Grand Valley, as defined herein. For state law relating to transportation planning "regional" means all of Mesa County. The Parties hereto desire to delegate to the GVRTC the responsibility for the planning of the Mesa County TPR in coordination with the Mesa County Regional Transportation Planning Office ("RTPO").
- K. The Parties acknowledge that federal law requires that the MPO and other planning efforts require the consideration, if not direct participation, of other entities and businesses involved in the federally mandated "multi-modal" view of modern transportation planning and funding. Examples of other entities whose interests must be considered are railroads, freight carriers, airport, private bus companies, pedestrians and bicyclists.

- L. State law (§ 43-1-1101, et seq., C.R.S.) requires that all regions of the state adopt short- and long-term transportation plans. Mesa County is one of such regions (hereinafter termed the Transportation Planning Region ("TPR") as further defined in § 43-1-1102(8), C.R.S. and 2 CCR 601-22:1.41). The local government planning for Mesa County's TPR is being performed by the MPO and the local staff of the RTPO.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, THE PARTIES AGREE as follows:

ARTICLE 1

ORGANIZATION, DEFINITIONS, PURPOSE, AND OBJECTIVES

1.1. INITIAL MATTERS

- A. The Recitals set forth above are incorporated into the Agreement by reference.
- B. The previously established "Grand Valley Regional Transportation Committee" ("GVRTC") is authorized by §29-1-203, C.R.S. This Agreement is intended to be a contract between governments as described therein.

1.2. THE PURPOSE OF THE GVRTC IS:

- A. To ensure that the TPR represents the Parties' priorities, issues and concerns regarding regional transportation, planning and transit issues, and that such matters are communicated in a unified manner to third parties including, without limitation, the Colorado Department of Transportation ("CDOT"), the Federal Highway Administration ("FHWA") the Federal Transit Administration ("FTA"), other federal agencies, Mesa County's federal and state legislative delegations and other entities.
- B. To assist the CDOT, the "FHWA" and the "FTA" in prioritizing requests for funding in Mesa County, the Grand Valley, and the local CDOT Region.

- C. To promote active involvement by each Party in the planning, development and implementation of the long-range plan for the TPR.
- D. To promote on-going consultation among the Parties in regional transportation and transit planning from a regional perspective.
- E. To establish a mechanism for the administration of GVT.
- F. To establish a decision-making mechanism for the MPO, in light of the purposes of this Agreement, consistent with federal transportation planning requirements. [23 USC §§134 and 135].
- G. To present a clear regional voice to the public on transportation planning and transit issues. [23 USC §§ 134 and 135; 23 CFR 450.200 and 23 CFR 450.300].
- H. To define the relationship between the GVRTC and the staff of the County that has been doing the work of the MPO including the state required planning for this transportation planning region pursuant to § 43-1-1102,
- I. C.R.S. (termed the TPR plan); public transit support and planning [49 USC 5301 et seq.] and transportation planning for the Grand Valley. Such staff is termed the RTPO staff.

1.3. THE OBJECTIVES OF THE GVRTC ARE TO:

- A. Consider those differences while continuing the cooperative and comprehensive coordination of transportation planning activities and transportation projects consistent with the different needs, resources and populations of each Party.
- B. Use the forum established by the creation of the GVRTC to achieve maximum benefits from available resources, to reduce duplication of effort and to obtain better overall coordination of transportation planning and management.
- C. Create one decision-making clearinghouse for TPR regional transportation “plans” or “planning”, the MPO plans and GVT issues and policies.

- D. Grant sufficient authority to the GVRTC so that the other objectives can be met, without unlawfully usurping the decisions and functions of each individual Party.
- E. Facilitate active communication between and among the Parties and their citizens, and other “stakeholders,” regarding transportation, planning and transit issues and policies.
- F. Provide needed policies for the administration of GVT, in accordance with the Regional Transportation Plan.
- G. Collaborate with Parties to secure local funding for regional transportation projects.
- H. Collaborate with Parties to study and initiate regional transportation funding mechanisms.
- I. Through open information sharing, provide regional coordination and funding of transportation projects.

ARTICLE 2

PROCEDURES AND AUTHORITY

2.1. THE PROCEDURES FOR THE GVRTC ARE AS FOLLOWS:

- A. The GVRTC is to act as a regional transportation planning committee that sets and recommends transportation policy for regional initiatives, regional priorities and regional projects, as contemplated by 23 USC§§ 134 and 135.
- B. The GVRTC will seek the advice and technical support of the respective staffs of the Parties, which staffs together are called the Technical Advisory Committee (“TAC”), for technical analysis in decisions as stated in Article 6.
- C. The GVRTC shall adopt:
- D. Annual Unified Planning Work Program (“UPWP”) and any amendments. [23 CFR 450.308(b)]

- E. Annual Transportation Improvement Program. [23 CFR 450.326]
- F. The twenty (20) year long-range transportation plans, as required by federal and state law. [23 USC§§ 134 and 135; 43-1-1101 et seq. C.R.S.].
- G. The Parties agree to recommend the integration of the work, plans and decisions that are approved by the GVRTC in accordance with this Agreement into the master plans, growth plans, and similar planning efforts of each Party. For example, and without limitation, the 20-year planning that is contemplated by various federal laws and regulations will be the planning efforts (typically evidenced by a master or growth plan) of each Party. Such efforts are intended to make sure that the planning done by the GVRTC is integrated into and with other planning processes in the Grand Valley for each Party.

2.2. THE GVRTC HAS THE AUTHORITY TO:

- A. Recommend to RTPO staff such day-to-day and other administrative decisions and plans that would not usurp the policy and fiscal decisions reserved to the Parties.
- B. Develop and communicate with federal, state and other interested parties regarding the adopted plans and policies of the Parties, such as are listed in 2.1 (C) and (D), above.
- C. Act as the administrative agency and recommending authority for:
- D. Non-policy decisions and work relating to the MPO, TPR, and GVT.
- E. Contracts with CDOT to execute the Consolidated Planning Grant which grant funds the planning functions of the MPO.
- F. The Regional Planning Contracts that fund the execution of the UPWP. [23 CFR 450.200, et seq. and 23 CFR Section 450.300 et seq.]

- G. Act as the policy-making authority for the GVT including having recommendation authority over budget, operations and administration of the GVT to the Mesa County Board of Commissioners.
- H. Recommend levels of local match for administration, capital projects and operations of the GVT to the Parties.
- I. Recommend to the Parties levels of match for CDOT Consolidated Planning Grant contracts and transit grants.
- J. Adopt policies and procedures for the operation and administration of the GVRTC.

ARTICLE 3

MEMBERS

3.1. MEMBERSHIP AND RELATED RULES:

Each Party to this Agreement is a Party of the GVRTC. The Parties may allow other entities, persons and stakeholders to participate in all or a portion of the activities and functions of the GVRTC, but to add a voting Party, this Agreement must be amended in writing by a majority of the parties.

3.2. MEMBERSHIP RULES:

- A. The GVRTC may impose such conditions upon each new Party as it deems necessary to preserve the structure and integrity of the GVRTC, including, but not limited to, requiring financial support for its continued operation.
- B. A Party may withdraw from the GVRTC (and thereby terminate this Agreement with regard to such Party) upon the giving of not less than sixty (60) days written notice to the Chair of the GVRTC. No such withdrawal shall serve to excuse the payment of any sums or performance of any obligations agreed to be paid prior to the withdrawal.

- C. Each Party shall designate a representative ("Representative") and collectively, the Representatives shall form the Board of Representatives (the "Board"). Each Party may also designate an Alternate Representative to act in place of the Representative when the Representative is not available and such person shall be referred to as the Representative, as applicable, for purposes of this Agreement. Each Party shall determine, pursuant to each Party's own rules and requirements, the qualifications and designations of such Party's Representative and shall provide written notice to the other Parties of who will serve in that role, as well as the role of any Alternative Representative.

ARTICLE 4

OFFICERS

4.1. APPOINTMENT, TERM AND REMOVAL

- A. The officers of the GVRTC shall be selected by the Representatives and must be Representatives themselves. The officers shall consist of a Chair and a Vice Chair and must be natural persons eighteen (18) years of age or older. The Chair and Vice Chair shall not be Representatives of the same Party.
- B. Each officer will serve a term of one (1) year, with the term to run from June 1 through May 31; provided, however, each officer shall continue to serve until elections for new officers are held. Nominations and election of officers will be held during the first meeting held in June. The majority vote of the Representatives present at the time of the vote will determine the officers.
- C. Vacancies in any office may be filled by a majority vote of the Representatives at any regular or special meeting of the GVRTC.

4.2. DUTIES AND AUTHORITY OF OFFICERS

- A. Chair. The Chair shall have general charge and control of all of the business and affairs of the GVRTC and shall perform all duties incident to the office of Chair. He or she shall preside at all meetings of the Representatives and any other meetings held by the GVRTC. Except as otherwise directed by a majority of the

Representatives, the Chair will execute all legal instruments of the GVRTC and will represent the GVRTC at any meeting, event, or other activity at which a GVRTC representative is permitted, requested, or required to be in attendance. The Chair will perform such additional duties and have such additional authority as directed by a majority of the Representatives from time to time.

- B. Vice-Chair. Except as otherwise directed by a majority of the Representatives, the Vice-Chair will perform the duties and have the authority of the Chair in the Chair's absence or inability or refusal to perform his/her duties. The Vice-Chair will perform such additional duties and have such additional authority as directed by the Chair or a majority of the Representatives from time to time so long as such duties are not inconsistent with the duties and authority of the Chair. The Vice-Chair will serve as the Chairperson at any Board meeting where the Chair is absent, or is unable or refuses to serve as the Chairperson.

C. Additional Terms.

1. The Chair, Vice-Chair, the Director of the RTPPO and/or Alternative Representative will represent the GVRTC on the Statewide Transportation Advisory Committee, which advises CDOT and the Transportation Commission on the needs of the transportation system in Colorado and reviews and comments on all Regional Transportation Plans and the Statewide Transportation Plan. [2 CCR 601-22]
2. The Chair, the Director of the RTPPO and/or their designee will advise CDOT on the needs of the transportation system in Colorado.
3. The Chair, or in the Chair's absence, the Vice Chair, may designate another to act in his/her stead if the Vice Chair is also not available.
4. The Director of the RTPPO, and his/her staff, shall be responsible for drafting minutes of each Board meeting and maintaining such minutes, as

well as for providing notice of meetings as further described herein, but shall not be considered officers for the purposes of this Agreement.

ARTICLE 5

MEETINGS AND VOTING

5.1. Meetings

1. The Representatives from each Party of the GVRTC shall meet at least bi-monthly, at a time and place established at the previous meeting of the GVRTC, or at a time and place determined by the Chair, with reasonable notice to all Representatives and to the public. Public notices for the GVRTC shall be given by the Director of the RTPPO on the RTPPO website. Representatives may participate in any regular meeting in-person, telephonically or by any other media by which each Representative can hear and be heard by the other Representatives and the audience.
2. Special meetings of the Board may be called by the Chair. Thereupon it will be the duty of the Director to cause notice of such meeting to be given to each Representative not less than 72 hours before the date and time fixed for such meeting. Notice may be delivered in person, by facsimile or by electronic mail at the direction of Director of the RTPPO or the Chair. Work/study sessions will constitute a special meeting. Special meetings of the Board will be held at the time and place fixed by the Chair.

Representatives may participate in any special meeting in-person, telephonically or by any other media by which each Representative can hear and be heard by the other Representatives and the audience.

3. Whenever any notice is required to be given to any Representative under the provisions of law or this Agreement, a waiver thereof in writing by such Representative, whether before or after the time stated therein, will be equivalent to the giving of such notice. Attendance of a Representative at any

meeting of the Board will constitute a waiver by such Representative of notice of such meeting, except when such Representative attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

4. All meetings will be open to the public and shall be posted by the GVRTC in conformity with the Colorado Open Meetings Law, § 24-6-401, et seq. C.R.S.
5. The GVRTC may vote to go into executive session for any purpose authorized and consistent with the Colorado Open Meetings Law. §24-6-401, et seq., C.R.S.
6. At any meeting of the Parties, Representatives from more than one-half the number of Parties shall constitute a quorum, whether participating in-person, telephonically or by any other media by which each Representative can hear and be heard by the other Representatives and the audience. A Representative who abstains from a vote will still be counted for purposes of determining if a quorum is present.

5.2 VOTING

- A. Final actions or decisions of the Representatives may be taken or made only at regular or special meetings of the Representatives, called upon notice as required herein, at which a quorum is present. Except as otherwise provided in this Agreement, final actions or decisions of the Parties shall be made by the affirmative vote of a majority of the Representatives at a properly-noticed regular or special meeting at which a quorum is present.
- B. Appeals.
- D. Notwithstanding the foregoing, any Party can veto any GVRTC decision or action by a majority vote of the Party's governing board if such vote is within thirty (30) business days of the GVRTC decision or action.
- E. If a veto occurs, the Representative shall notify the Chair and Director of the RTPD within one (1) business day of the veto, and shall thereafter forthwith

consult in good faith with the other Representatives and Parties, to obtain a reasonable remedy or resolution.

- F. Any matter subject to a veto shall not have any force or effect, and the Parties shall vote on any remedy or resolution reached with respect to the veto pursuant to Section B.2 herein. Such vote shall be subject to the veto provisions set forth in Section A herein.
- G. Any other objections to items of consideration by the GVRTC will be handled through the procedures established by the Representatives from time- to- time.

ARTICLE 6

COMMITTEES AND STAFFING

6.1. TECHNICAL ADVISORY COMMITTEE

- A. A TAC comprised of the staff of the Parties, and other experts and persons with expertise, is established. The TAC shall provide technical recommendations and policy advice to the GVRTC. [2 CCR 601-22].
- B. The Parties shall determine from time-to-time, by either formal or informal means, who shall serve and participate as a member of the TAC. Normally, the members of the TAC would include staff from counties, municipalities, state and federal agencies and/or from any public and private entities involved in transportation or transit.
- C. The TAC shall be responsible for reviewing and recommending for approval by the GVRTC the following:
 - H. Unified Planning Work Program and amendments. [23 CFR 450.314].
 - I. Transportation Improvement Programs and amendments consisting of projects utilizing federal and state funds and reflective of the jurisdiction they represent.
 - J. Long range regional transportation and transit plans.
 - K. Policies and programs as may be directed by the GVRTC.

- L. Any CDOT requests for ranking of regional transportation projects.
- M. The TAC shall conduct its business within the guidelines established by GVRTC from time-to-time. The TAC shall make its recommendations to the GVRTC, based on a majority of the TAC members attending the TAC meeting.
- N. Meeting locations of the TAC will be determined by the TAC members. Notice thereof shall be given by the Director of the RTPPO and shall be posted at the RTPPO offices. The TAC shall conduct meetings at least quarterly. The Director of the RTPPO, or his or her designee, shall serve as Chair of the TAC.

6.2. SUB-COMMITTEES

- A. The GVRTC may establish working sub-committees as is necessary and shall provide for the appointment of the membership of said committees. These appointments shall be in accordance with state and/or federal requirements.

6.3. STAFFING AND SUPPORT

- A. The administration and coordination of the needs of the GVRTC shall be provided by the RTPPO staff.
- B. To provide for the operation of the GVRTC activities, the Director of the RTPPO shall act as staff support of the GVRTC. The Director of the RTPPO shall appoint and assign titles and duties to the RTPPO staff for the completion of GVRTC activities.
- C. The Director of the RTPPO will be appointed and supervised by the Mesa County Administrator, or his or her designee.
- D. Mesa County will enter into contracts with CDOT for planning and transit funding and with a transit operator for operations of GVT.
- E. Mesa County shall act as the budget authority for the GVRTC and the RTPPO.
- F. The Director of the RTPPO shall be the custodian of records for the GVRTC.

G. Examples of administrative activities of the RTPO are:

1. Maintain and distribute the GVRTC meeting minutes.
2. Make necessary meeting arrangements.
3. Compile information for GVRTC consideration.
4. Prepare applications and contracts for “pass-through” federal and/or state grants.
5. Prepare billings under federal and state grants.
6. Conduct audits as indicated by federal and state laws and regulations.
7. Maintain financial records adequate to sustain such audits.
8. Provide administrative support for the GVRTC in its role as an MPO, TPR and as the contract transit service administrator.
9. Participation in the State Transportation Advisory Committee, as directed by GVRTC.
10. Coordinate information exchange between the Parties and their staff, CDOT, FHWA, FTA, State and federal legislators.
11. Other administrative duties as directed by the GVRTC.
12. Prepare a recommended budget through the Unified Planning Work Program, for review by the GVRTC. The budget year shall follow timelines required by federal and state contracts.
13. Oversee updates of the Regional Transportation Plan and Transportation Demand Model and other transportation studies.

ARTICLE 7

BUDGET AND FINANCE

7.1. GVRTC AND RTPO BUDGET

- A. Each year the RTPO shall recommend to the Mesa County Board of Commissioners ("BOCC"), a budget for the operation of the RTPO. The GVRTC shall determine a local match for transit grant funds through an intergovernmental agreement which will be approved through the annual budget process of each Party.

7.2. ADMINSTRATIVE COSTS

- A. The GVRTC shall recommend to its Parties joint funding for the administrative and operation costs of the RTPO, after appropriate federal and state grants are spent.

7.3. NO INDEPENDENT POWERS

- A. The GVRTC is not empowered to contract for, or accept grants, funds, gifts or services from any federal, state, local public or private source or in connection with any program or purpose of which the GVRTC exists.
- B. For contracts and purchases made by the RTPO -, the RTPO shall work through the Mesa County Purchasing Department, as approved by the BOCC.
- C. GVRTC shall have no power to either borrow any money or pledge any assets.
- D. Mesa County shall provide the GVRTC with the financial, auditing and other services including an annual audit of GVRTC's financial- transactions and expenditures, or as otherwise required by law.
- E. Project costs not deemed by the GVRTC to be administrative in nature shall be paid by the Party benefiting from the project.
- F. The benefiting Parties shall pay any local match required by a state or federal grant. The GVRTC shall decide which Parties benefit by agreement between the GVRTC and the benefiting Parties.

- G. Mesa County shall be the financial, human resources, purchasing, and budgetary authority for the GVRTC.

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8.1. REPEAL OF PRIOR AGREEMENTS AND RESOLUTIONS.

This Agreement supersedes, revokes and replaces all resolutions and agreements by and between any of the Parties that relate to the GVRTC, except that any annual Intergovernmental Agreements concerning GVRTC funding, which IGAs shall remain in full force and effect.

8.2. NOTICES.

Except for notice of a special meeting delivered in person, by facsimile or by electronic mail in accordance with this Agreement, any notice, demand or request required by or relating to this Agreement shall be in writing and shall be given by personal delivery, by facsimile, or sent by registered or certified mail, postage prepaid, to each Party at the address set forth on the signature page(s) attached hereto, unless a Party has provided another address to the GVRTC.

8.3. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement.

8.4. AMENDMENTS.

This Agreement may be amended either by a written document approved by formal consent of the governing bodies of all of the Parties at the time of the amendment or in accordance with Section 5.2 above. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement.

8.5. NO ASSIGNMENT.

This Agreement may not be assigned by any Party.

8.6. SEVERABILITY.

In the event that any of the terms, covenants or conditions of this Agreement, or their application, shall be held invalid by any court having competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

8.7. GOVERNMENTAL IMMUNITY.

This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, and their past and present directors, officers, council members, employees and volunteers, under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101, C.R.S., et seq.

8.8. GOVERNING LAW, JURISDICTION AND VENUE.

Colorado law governs this Agreement. Jurisdiction and venue shall lie in the District Court for the county in which all of the disputing Parties are located. If one or more of the disputing Parties are located in different counties, the Parties agree that jurisdiction and venue shall lie in the District Court for Mesa County. Under no circumstances may a civil action be removed to a federal court.

8.9. WAIVER OF BREACH.

A Party's waiver of another Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.

8.10. DISPUTE RESOLUTION.

Any dispute or claim arising under or relating to this Agreement shall be submitted first to the Representatives for possible resolution. If the Representatives are unable to resolve the dispute or claim, or if one or more of the Parties to the dispute or claim is not satisfied with the proposed resolution, the dispute or claim shall be submitted to mediation. The Parties to the dispute or claim shall share equally the cost of the mediation, provided that each Party shall pay its own attorneys' fees, costs and expenses incurred in preparing for and participating in the mediation. If the Parties are

unable to resolve their dispute or claim through mediation, any Party to the dispute or claim may bring a civil action. Each Party waives its right to a jury trial.

8.11. EXECUTION.

This Agreement may be executed in several counterparts, and by facsimile or electronic pdf, each of which will be an original, and all of which together will constitute one in the same instrument.

8.12. STATUTORY AMENDMENTS.

All statutory references in this Agreement shall include any subsequent statutory amendments or reenactments.

8.13 TABOR.

The parties understand and acknowledge that the Parties are subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Parties' current fiscal period ending upon the next succeeding December 31. Financial obligations of Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Parties, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

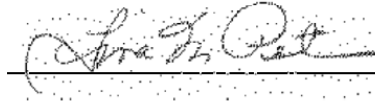
The County of Mesa, Colorado

By:



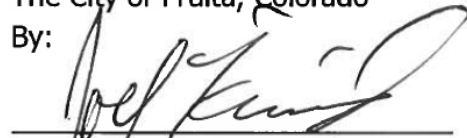
Rose Pugliese, Chair, Mesa County Board of
County Commissioners

Attest:



The City of Fruita, Colorado

By:



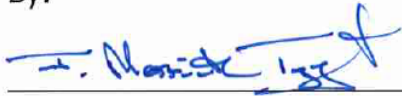
Joel Kincaid, Mayor
Fruita City Council

Attest:



The City of Grand Junction, Colorado

By:



J. Merrick Taggart, Mayor
Grand Junction City Council

Attest:



The Town of Palisade, Colorado

By:



Roger Granat, Mayor
Palisade Board of Trustees

Attest:



RESOLUTION # 2025-013

A RESOLUTION OF THE GRAND VALLEY REGIONAL TRANSPORTATION COMMITTEE CONCERNING SUPPORT FOR THE 2026 GRAND VALLEY TRANSIT LOCAL FUNDING INTERGOVERNMENTAL AGREEMENT.

WHEREAS, the Grand Valley Regional Transportation Committee (GVRTC) was formed by Intergovernmental Agreement by and between Mesa County, The City of Grand Junction, the City of Fruita and the Town of Palisade to develop recommendations for local funding of transit services in the Grand Valley Urban Area; and

WHEREAS, in order to accomplish the goals for funding the transit system, a Regional Transportation Plan setting forth the needs and mechanisms for future funding has been developed and adopted by the GVRTC; and

WHEREAS, the GVRTC realizes the importance of both short- and long-range planning in the development of an efficient transportation system; and

WHEREAS, Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade have developed the 2026 Intergovernmental Agreement setting the funding to be provided by each entity.

NOW THEREFORE BE IT RESOLVED THAT THE GRAND VALLEY REGIONAL TRANSPORTATION COMMITTEE RECOMMENDS THAT THE LOCAL AGENCIES MATCH BE:

	Distribution	Local Funding
Total 2026 GVT IGA	100%	\$3,076,799
Mesa County	65% less indirect costs	\$1,568,034
Grand Junction	30%	\$923,040
Fruita	3%	\$92,304
Palisade	2%	\$61,536

Adopted by the Grand Valley Regional Transportation Committee on August 25, 2025.

Grand Valley Regional Transportation Committee: Attest:


Greg Mikolai, Chair


Recorder to the Committee



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: December 17, 2025
Presented By: Trenton Prall, Engineering & Transportation Director
Department: Engineering & Transportation
Submitted By: Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

An Intergovernmental Agreement (IGA) Concerning the Adoption of the Local Match Funding for Grand Valley Transit (GVT) Public Transit Services for FY 2026

RECOMMENDATION:

Staff recommends City Council authorize and direct the City Manager to sign the IGA.

EXECUTIVE SUMMARY:

Mesa County, under the Regional Transportation Planning Office, operates Grand Valley Transit (GVT) with funding support from the Federal Transit Administration and local agencies, including Mesa County, the Cities of Grand Junction and Fruita, and the Town of Palisade. Each year, costs are modeled, negotiated, and approved by and with an annual Intergovernmental Agreement (IGA) between the local agencies.

The IGA describes the cost of operations, which includes operational service contracts, fleet maintenance and fuel (completed by City Fleet Division), other transit costs, indirect costs, and capital costs. The City Manager and staff recommend that the Council approve the IGA and authorize and direct the City Manager to sign the Intergovernmental Agreement concerning the local match funding for Grand Valley Transit (GVT) for FY 2026.

BACKGROUND OR DETAILED INFORMATION:

Mesa County, under the Regional Transportation Planning Office, operates Grand Valley Transit (GVT) with funding support from the Federal Transit Administration and local agencies, including Mesa County, Cities of Grand Junction and Fruita, and the Town of Palisade. Each year, costs are modeled and negotiated under the annual Intergovernmental Agreement (IGA) between local funding agencies.

As shown below, the IGA costs include the operations contract, fleet maintenance, and fuel (completed by City of Grand Junction Fleet), other transit costs, indirect costs, and capital costs as follows:

Operations contract was negotiated in late 2024.

Fleet Maintenance costs updated to reflect change in MOU. Increased the number of staff, changed the funding model from a 30% surcharge on parts to the actual estimated costs for CNG maintenance, IT costs, uniforms, janitorial, etc.

Fuel costs have minimal change in 2026 due to the City of GJ's negotiated CNG rate.

Indirect Costs-Starting in 2025, indirect costs covered by Mesa County were included in the calculations for the operating costs. These are added to the total operating costs and removed from Mesa County's IGA contribution. Total indirect costs for 2026 are \$431,886.

Revenue- Assume farebox revenue of \$350,000 and advertising revenue of \$70,000.

Other transit costs include staff, bus stop maintenance, landscaping/snow removal, third-party security through Citadel.

Capital Cost included in IGA:

Item	Total	15% Local Match
Two 40' low floor buses	\$1,710,600	\$256,590
Three short cutaways	\$794,094	\$119,145
Bus Stop Improvements (all local)		\$20,000
Total		\$395,735

The total Operations Cost Summary is as follows:

Expense	Cost
Operations	\$3,822,989
Maintenance	\$869,881
Fuel + Maintenance Operations	\$496,007
Mobility Manager	\$83,894
Other Transit	\$397,580
Indirect Costs	\$431,886
CIP	\$395,705

It should be noted that Mesa County is still currently spending more annually than our annual FTA 5307 allocation, ~\$2.77M appropriated/year vs ~\$3.3M FTA 5307

spent/year. RTPO does have a ~ \$2M “buffer” due to \$5.6M of CARES Act funding used from 2020-2022. Starting in 2029, local funding will need to increase as there will not be enough FTA funding for all eligible expenses.

With the presented operations cost, the GVT IGA is as follows:

	2026
Local Funds Needed	\$3,076,799
Increase from 2025	2.3%
Mesa County (65%)	\$1,999,919
Indirect Cost	-\$431,886
Mesa County(less Indirect Cost)	\$1,568,034
Grand Junction (30%)	\$923,040
Fruita (3%)	\$92,304
Palisade (2%)	\$61,536

FISCAL IMPACT:

The City's share of the 2026 match is \$902,123 and is included in the proposed 2026 Budget within the Sales Tax Capital Improvement Fund.

SUGGESTED MOTION:

I move to (authorize/not authorize) the Interim City Manager to sign the Intergovernmental Agreement (IGA) Concerning the Adoption of the Local Match Funding for Grand Valley Transit (GVT) Public Transit Services for FY 2026.

Attachments

1. 2026 GVT IGA FINAL
2. GVRTC Resolution 2025-013 GVT IGA

GRAND VALLEY TRANSIT

INTERGOVERNMENTAL AGREEMENT

AN INTERGOVERNMENTAL AGREEMENT (IGA) CONCERNING THE ADOPTION OF THE LOCAL MATCH FUNDING FOR GRAND VALLEY TRANSIT (GVT) PUBLIC TRANSIT SERVICES FOR FY 2026.

WHEREAS, the Grand Valley Regional Transportation Committee (GVRTC) was formed by Intergovernmental Agreement by and between Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade to develop recommendations for local funding of transit services in the Grand Valley Urban Area; and

WHEREAS, in order to accomplish the goals for funding the transit system, a Transit Element setting forth the needs and mechanisms for future funding has been developed and adopted by the GVRTC; and

WHEREAS, the Federal Transit Administration awards operating and capital assistance to Mesa County on a matching and non-matching basis to assist in the implementation of the adopted Transit Element; and

WHEREAS, in order to remain eligible for Federal Transit Administration funding the GVRTC must develop, approve and implement a local financing structure that includes matching funds, which when expended will allow continuation of transit services in accordance with Federal standards; and

WHEREAS, the GVRTC has recommended a financing structure that it believes will provide for the funding needs of the transit system for 2026; and

WHEREAS, the GVRTC for itself and for the local governments and population that it serves desires to establish a stable, long-term operating and capital financing structure for the transit system; and

WHEREAS, the adoption of this financing structure for 2026 will allow local officials time to review all possible funding sources and to consider and work towards implementing alternative funding, including but not limited to the creation of a Regional Transportation Authority; and

WHEREAS, Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade have negotiated and agreed on the 2026 funding formula setting forth the funds to be provided by each entity; and

WHEREAS, the GVRTC approved the funding amounts for the GVT IGA on August 25, 2025 by Resolution 2025-013; and

WHEREAS, the GVRTC and Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade all agree, subject to annual appropriation, to continue funding as established by this IGA until December 31, 2026 or the implementation of an approximately equal or greater permanent transit system funding source; and

WHEREAS, the GVRTC has stated that it understands, acknowledges and agrees that local match funding is not permanent funding and that the funding formula and the local match funding

commitments as set forth herein will allow for the continued operation of the transit system and those funds are not and shall not be a permanent transit system funding source as set out above;

NOW, THEREFORE, BE IT AGREED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY, THE GRAND JUNCTION CITY COUNCIL, THE FRUITA CITY COUNCIL AND THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE THAT THE LOCAL MATCH FUNDING FOR FY 2026 SHALL BE ESTABLISHED IN ACCORDANCE WITH THE FOREGOING RECITALS AND THE FUNDING FORMULA SET FORTH HEREIN BELOW:

2026 GVT IGA		
	Distribution	Local Funding
Total IGA	100%	\$3,076,799
Mesa County	65% less indirect costs	\$1,568,034
Grand Junction	30%	\$923,040
Fruita	3%	\$92,304
Palisade	2%	\$61,536

CITY OF FRUITA

By: _____
Shannon Vassen, City Manager Date

CITY OF GRAND JUNCTION

By: _____
Mike Bennet, City Manager Date

MESA COUNTY

By: _____
Todd Hollenbeck, County Administrator Date

TOWN OF PALISADE

By: _____
Janet Hawkinson, Town Administrator Date

RESOLUTION # 2025-013

A RESOLUTION OF THE GRAND VALLEY REGIONAL TRANSPORTATION COMMITTEE CONCERNING SUPPORT FOR THE 2026 GRAND VALLEY TRANSIT LOCAL FUNDING INTERGOVERNMENTAL AGREEMENT.

WHEREAS, the Grand Valley Regional Transportation Committee (GVRTC) was formed by Intergovernmental Agreement by and between Mesa County, The City of Grand Junction, the City of Fruita and the Town of Palisade to develop recommendations for local funding of transit services in the Grand Valley Urban Area; and

WHEREAS, in order to accomplish the goals for funding the transit system, a Regional Transportation Plan setting forth the needs and mechanisms for future funding has been developed and adopted by the GVRTC; and

WHEREAS, the GVRTC realizes the importance of both short- and long-range planning in the development of an efficient transportation system; and

WHEREAS, Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade have developed the 2026 Intergovernmental Agreement setting the funding to be provided by each entity.

NOW THEREFORE BE IT RESOLVED THAT THE GRAND VALLEY REGIONAL TRANSPORTATION COMMITTEE RECOMMENDS THAT THE LOCAL AGENCIES MATCH BE:

	Distribution	Local Funding
Total 2026 GVT IGA	100%	\$3,076,799
Mesa County	65% less indirect costs	\$1,568,034
Grand Junction	30%	\$923,040
Fruita	3%	\$92,304
Palisade	2%	\$61,536

Adopted by the Grand Valley Regional Transportation Committee on August 25, 2025.

Grand Valley Regional Transportation Committee: Attest:


Greg Mikolai, Chair


Recorder to the Committee



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: December 17, 2025
Presented By: Selestina Sandoval, City Clerk
Department: City Clerk
Submitted By: Selestina Sandoval

Information

SUBJECT:

A Resolution Designating the Location for the Posting of the Notice of Meetings, Establishing the 2026 City Council Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council

RECOMMENDATION:

Staff recommends adoption of the Resolution.

EXECUTIVE SUMMARY:

The purpose of this item is to designate the website as the City's official posting location for agendas and to set City Council's 2026 meeting schedule.

BACKGROUND OR DETAILED INFORMATION:

The Grand Junction Municipal Code (GJMC) 2.04.010, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

In 1991, the Open Meetings Law was amended to include a provision that requires that a "local public body" annually designate the location of the public place for posting notice of meetings and such designation shall occur at the first regular meeting of each calendar year (§24-6-402(2)(c) C.R.S.). In 2019, Colorado law was amended to authorize local public bodies to transition from physical notices of public meetings in physical locations to posting notices on a website. A local public body shall be deemed to have given full and timely notice of a public meeting if it posts the notice (with specific agenda information) no less than 24 hours prior to holding the meeting on a public website. Therefore, the attached resolution indicates that the City's "Notice of Meetings" shall be posted and made available on the website www.gjcity.org. The statute also requires the designation of a physical posting location in the event of a power outage, disruption in internet service, etc., that prevents the public from accessing the notice

online.

This resolution will determine the dates of the regular City Council meetings for 2026. Additional meetings may be scheduled from time to time, and adequate notice will be posted online prior to the holding of any additional regular meeting(s). The City Council also has the authority to change, reschedule, or cancel any of the listed regular meetings, provided proper notice is given.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to adopt Resolution No. 83-25, a resolution designating the location for the posting of the notice of meetings, establishing the 2026 City Council meeting schedule, and establishing the procedure for calling special meetings for the City Council.

Attachments

1. 2026 Resolution Posting Locations

CITY OF GRAND JUNCTION

RESOLUTION NO. xx-25

**A RESOLUTION DESIGNATING THE LOCATION FOR THE POSTING
OF THE NOTICE OF MEETINGS, ESTABLISHING THE 2026 CITY COUNCIL
MEETING SCHEDULE, AND ESTABLISHING THE PROCEDURE FOR
CALLING OF SPECIAL MEETINGS FOR THE CITY COUNCIL**

Recitals.

The City Council of the City of Grand Junction is a "local public body" as defined in C.R.S. §24-6-402 (1)(a).

The City Council holds meetings to discuss public business.

The law, C.R.S. §24-6-402(2)(c), provides that

"Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than 24 hours prior to the holding of the meeting. The public place or places for the posting of such notice shall be designated annually at the local public body's first regular meeting of each calendar year."

Signed on April 25, 2019, House Bill 19-1087 permits local public bodies to transition from posting physical notices in physical locations to posting notices online. The local public body shall be deemed to have given full and timely notice of a public meeting if it posts the notice (with specific agenda information if available) no less than twenty-four hours prior to holding the meeting on a public website.

The Grand Junction Municipal Code, 2.04.010, provides that the meeting schedule and the procedure for calling of special meetings of the City Council shall be established by resolution annually.

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

1. The Recitals are incorporated in consideration thereof the **Notice of Meetings** for the local public body shall be posted on the City of Grand Junction's website www.gjcity.org. If an event (such as a power outage or disruption in internet service) occurs that prevents the public from accessing the **Notice** online, the glassed-in exterior notice board at 250 North 5th Street, City Hall is designated as the official posting location for the duration of that event.

2. The meeting schedule for the regular meetings of the City Council in 2026 is:

Month	Dates
January	07, 21
February	04, 18
March	04, 18
April	01, 15
May	06, 20
June	03, 17
July	01, 15
August	05, 19
September	02, 16
October	07, 21
November	04, 18
December	02, 16

3. Additional meetings may be scheduled or cancelled dependent on the number of items coming/nature of business before the City Council. The City Council will determine that on a case by case basis. Proper notification for any change in the meeting schedule will be provided.

4. Additional special meetings may be called by the President of the City Council for any purpose and notification of such meeting shall be posted twenty-four hours prior to the meeting. Each and every member of City Council shall be notified of any special meeting at least twenty-four hours in advance.

5. The City's boards, commissions, committees, groups and similar entities shall be deemed to have given full and timely notice of a public meeting if it posts online public meeting notice no less than twenty-four hours to holding the meeting.

Read, adopted, and approved this 17th day of December 2025.

Cody Kennedy
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: December 17, 2025

Presented By: Mike Bennett, City Manager, Johnny McFarland, Assistant to the City Manager

Department: City Manager's Office

Submitted By: Johnny McFarland, Asst. to the City Manager

Information

SUBJECT:

A Resolution Adopting the City of Grand Junction Legislative Policy

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

This item is for City Council to consider the adoption of the annual City Legislative Policy (Policy). The Policy is intended to establish the roles of staff and Council with regard to legislative tracking, advocacy, and communication. The Policy also includes the annual adoption of the Council legislative agenda to position the City for advocacy on relevant legislative matters.

This item was discussed at the Dec 1, 2025, Council Workshop and recommended for consideration of adoption at the Regular City Council Meeting.

BACKGROUND OR DETAILED INFORMATION:

For many years, the City has actively engaged in state legislative affairs, tracking and advocating for policies that advance its interests. Through these efforts, the City has fostered strong relationships with state legislators and other elected and appointed officials. The City is also an active member of the Colorado Municipal League (CML) and its Executive Board, a statewide advocacy organization representing nearly every city and town in Colorado. CML collaborates with state legislators on municipal policy issues during and outside the legislative session, relying on member feedback to shape its legislative policy positions.

Given the City's ongoing role in legislative advocacy, the importance of keeping the City

Council informed and involved, and the critical nature of legislative engagement, the City Council recognized the value in adopting a formal legislative policy on an annual basis. In 2024, the City Council adopted Res. No. 85-24 adopting its Policy and concurring with the CML 2024-2025 Policy Statement. Staff brought the policy back to City Council for review in anticipation of the 2026 legislative session at the December 1, 2025, City Council Workshop. No updates to the current policy were recommended by the City Council; therefore, the resolution included in this staff report reflects the same policy, updated to reflect the 2026 legislative session and the CML 2025-2026 Policy Statement.

The City Council requested regular updates on key legislation being tracked by staff and the City Council's Legislative liaison. Staff will work to ensure that updates are provided to the City Council at workshops and will be available to answer any questions the City Council may have.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (adopt/not adopt) Resolution No. 84-25, a resolution adopting the City of Grand Junction Legislative Policy

Attachments

1. 2025-2026-cml-policy-statement
2. DRAFT_POL-Legislative Policy 20251120
3. DRAF_RES-Leg Policy 20251120



COLORADO
MUNICIPAL
LEAGUE

POLICY STATEMENT

2025-2026





CML POLICY STATEMENT

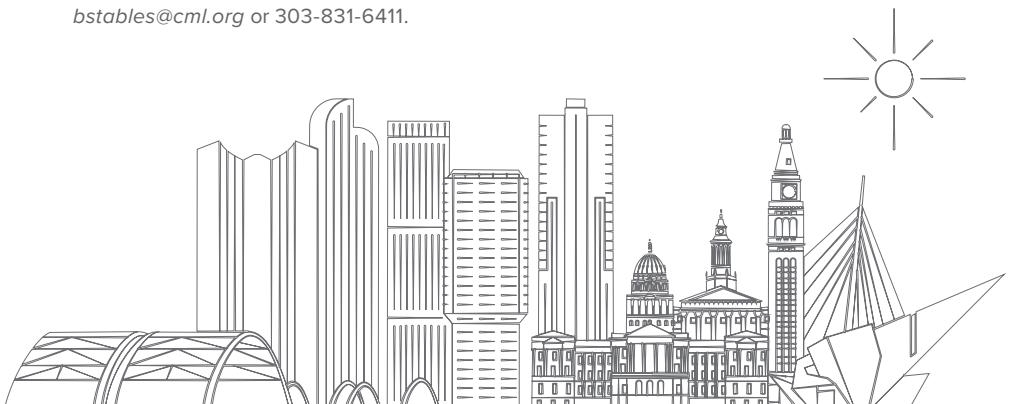
The Colorado Municipal League supports cooperation among local, state, and federal officials to provide a strong partnership with Colorado's cities and towns. CML's dedicated advocacy team is a reliable source of information about legislative issues and their impact on Colorado's cities and towns and their residents.

The CML Policy Statement has evolved throughout the history of the League and guides the CML Executive Board, committees, and advocacy team during the legislative session and throughout the year. The CML Policy Committee, which is open to representation from each municipal member and CML professional section, is charged with developing policy recommendations and proposing amendments to the Policy Statement. During the business meeting (held each year at the CML annual conference), CML members consider any recommendations and adopt the Policy Statement for the next year.

The CML Policy Statement consists of several major policy items but is not exhaustive. When legislation or policy issues are considered, the CML staff, Policy Committee, and Executive Board look first to the Policy Statement to develop recommendations and formal positions. If a specific issue is not found within the Policy Statement, the Policy Committee and the Executive Board will consider and establish a CML position, if any.

We welcome input and suggestions from members on CML policy and positions. We remain proud to be your source for advocacy, information, and training.

If you have questions or comments about CML policies, please contact Interim CML Legislative Advocacy Manager Beverly Stables at bstables@cml.org or 303-831-6411.



CML 2025-2026

POLICY STATEMENT

LOCAL CONTROL AND MUNICIPAL HOME RULE

In order to consider local conditions and address local requirements, community issues and needs should be addressed locally. State and federal government interference can undermine home rule and local control. Therefore, the League:

- Urges state and federal officials to respect Colorado's tradition of local control and allow municipal officials to address local problems without interference from the state and federal government.
- Urges Congress and the executive branch to respect the roles and responsibilities of states and local governments and similarly urges state officials to avoid preempting local authority.
- Supports state enabling legislation that provides municipalities with authority and flexibility to address local needs.
- Recognizes the desire of the citizens statewide and in many local communities – with adoption of a constitutional amendment in 1902 and expanded amendments approved in 1912 and 1970 – to establish municipal home rule and opposes state action that attempts to weaken home rule authority and flexibility.

INTERGOVERNMENTAL COOPERATION

Citizens are best served when officials of federal, state and local government (including municipalities, counties, special districts and school districts) respect the roles of each entity and work toward common solutions. Therefore, the League:

- Supports increased dialogue and cooperation among federal, state and local officials and the development of cooperative intergovernmental solutions to common problems.

STATE AND FEDERAL MANDATES

Programs and regulations mandated by the state or federal government stretch the financial resources of municipalities. These costs, if not paid by the state or federal government, prevent municipalities from fulfilling local needs and priorities.

Therefore, the League:

- Opposes unfunded state and federal mandates that impose financial burdens on municipalities and their citizens.
- Supports the statutory requirement for the General Assembly and Congress to reimburse municipalities for the cost of state mandates and to make clearer this requirement in state fiscal notes prepared for the General Assembly and Congress.

STATE FISCAL FAIR PLAY

Municipal finances are closely interrelated with state finances and policies. State adherence to fiscal fair play policies will greatly help municipalities and their citizens. Therefore, the League:

- Supports appropriate action to address the state and local financial crises caused by the interaction of various constitutional amendments and the economy.
- Supports continued state sharing with municipalities of equitable portions of existing and future revenues derived from traditional state-collected, municipally shared sources.

- Urges the state to avoid or exercise restraint in relying on fees, charges and other cash funding of programs that affect municipalities, especially in the areas of technical assistance, in programs where municipal participation is mandated by state law, and in regulatory programs that affect municipalities.
- Opposes state granted exemptions or other state actions that erode municipal sales, use, property and other revenues unless the state provides adequate replacement revenues.
- Opposes disproportionate cuts in state programs that benefit municipalities.
- Opposes the state utilizing local funds or requiring local governments to collect state revenues in order to fund state programs.

SALES AND USE TAXES

The primary revenue sources for municipalities are local sales and use taxes. Statewide, municipalities generate more than \$5 in these taxes to every \$1 of property taxes. Sales and use taxes have enabled municipalities to fund public services and improvements and keep municipal property taxes relatively low. Appropriate actions at federal, state and local levels should preserve or enhance these local revenues. Therefore, the League:

- Supports retention of authority for all municipalities to set local tax rates and for home rule municipalities to collect their own taxes and determine their own tax bases.
- Supports broadening the state and local sales and use tax base.
- Supports appropriate legislation or court action allowing state and local governments to require businesses to

collect state and local sales and use taxes on remote sales.

- Supports cooperative efforts among municipalities to standardize municipal sales and use tax practices and utilization of technology for the convenience of taxpayers, the business community, and municipalities.
- Supports a level playing field between local brick-and-mortar businesses and remote sellers through the requirement for remote sellers to collect and remit municipal sales taxes based on the point of delivery
- Supports programs that allow businesses to remit state and local sales taxes to a single point while preserving home rule authority over tax rates, base, and audit authority.
- Opposes further reductions in the state and local sales and use tax base.
- Opposes legislation that would preempt the authority of state and local governments to apply their sales and use taxes to remote sales.

MUNICIPAL FINANCE

Capital Financing

The League:

- Supports enhancement of municipalities' flexibility to finance public projects economically and efficiently.
- Opposes any efforts to abolish or impair the effectiveness of the municipal bond interest exemption.

Census

The League supports sufficient federal funding support of the decennial census in order to assure a complete and accurate count that reflects population, municipal borders, regional equity, and hard to count populations.

Double Taxation

The League supports state legislation and local practices that eliminate the financial

inequities created by the imposition of taxes on municipal residents for county services that are provided primarily or solely to residents in unincorporated areas.

Federal Policies

The League:

- Supports distribution of federal funds to municipal governments with a minimum of red tape and without excessive diversion at the federal and state levels.
- Supports establishment of advisory committees comprised of local government officials to ensure ongoing local input on state assumption and administration of federal programs that affect local governments.
- Supports continued funding of the Community Development Block Grant program.
- Supports continued direct funding of federal housing programs.
- Supports funding the Energy Block Grant program.
- Supports repeal of the Davis-Bacon Act or revisions thereto, including raising the project exemption amount, to eliminate wasteful red tape and enable state and local governments to stretch tax dollars for public works projects.
- Supports repeal or revisions in the application of the Fair Labor Standards Act to local governments to avoid the Act's costly and burdensome impacts on local government operations.
- Encourages recognition of Colorado's unique economic, social and physical characteristics when federal action affects programs or projects of local concern.
- Opposes the direct or indirect taxation of the activities and operations of municipal government.
- Opposes tax reform proposals that would exacerbate the federal deficit, increase the cost of municipal capital

investment, interfere with traditional state and local tax systems or preempt the deductibility of state and local taxes.

- Opposes the denial of funds based upon a state's or municipality's failure to meet requirements of an unrelated program or because of factors beyond the control of the state or municipality.
- Opposes cuts in federal programs that disproportionately affect municipalities.
- Opposes imposition of federal standards upon local government operations and employees that do not apply equally to federal and state government operations and employees.
- Opposes the sale of federal lands to finance federal programs without local input.
- Supports the efficient and effective use of Federal passthrough funding administered by the State of Colorado with special attention to lowering project overhead costs and increasing local flexibility within federally mandated and reviewed companion regulations. The suitability of administrative requirements should be proportionate to project complexity, such as the difference between an Environmental Assessment and a more complex and expensive Environmental Impact Statement.

BEER AND LIQUOR

The League:

- Supports the greatest amount of local control possible for liquor licensing and permitting.
- Supports coordination with the Colorado Liquor Enforcement Division.

CONSOLIDATION OF GOVERNMENTS

The League supports voluntary consolidation of local government entities and services by mutual agreement.

CRIMINAL JUSTICE

The League:

- Supports state – and community -based intervention, prevention and rehabilitation programs and state initiatives that respect the key role of communities and local government officials.
- Supports ensuring that municipal governments retain flexibility in implementing federal and state criminal justice programs.
- Supports state funding for regional and local public safety programs that rely on the co-responder model which partners mental and behavioral health professionals with law enforcement for contacts with individuals with mental and behavioral health issues.
- Opposes state preemption of municipal authority to regulate firearms within municipalities.

ECONOMIC DEVELOPMENT

The League:

- Encourages the state to provide adequate funds and staff for strong, multifaceted programs to promote the economic vitality of Colorado that:
 - » Encourage the diversification and expansion of local economies, including support for existing business, creation of new jobs, regional partnerships, and promotion of tourism.
 - » Are closely coordinated with local governments.
 - » Ensure the state will not promote a specific economic development project against the wishes of the community or communities most directly affected by the project.
- Encourages the federal government to support state and local government activities promoting economic development.

- Supports incentives to promote and encourage the rehabilitation and revitalization of local economies and downtowns.

EDUCATION

The League supports education as a community-wide value. The League believes effective early childhood and pre-kindergarten through adult education systems supply our municipalities with an educated community. The most effective programs are those partnerships among our educational institutions, local stakeholder and local governments.

ELECTIONS

The League:

- Supports the right of all municipalities under the Colorado state statutes to conduct free and fair nonpartisan elections at the municipal level that are unencumbered by state and federal overreach.
- Supports the continued retention of authority for home rule municipalities to administer the election process as a matter of local concern.
- CML supports municipal control over alternative voting methods in local elections, and options for alternative voting methods in coordinated elections.

ELECTRIC AND NATURAL GAS SERVICES

The League:

- Opposes federal or state restrictions that would limit the ability of municipalities to create new municipally-owned utilities.
- Opposes federal restrictions that would dictate territorial service areas or restrict the ability of municipally owned utilities to service customers

within their municipalities, including newly annexed areas.

- Opposes federal legislation requiring states to implement retail competition.
- Opposes federal or state restructuring of the electric or natural gas industry if such restructuring restricts municipal authority to regulate the use of rights-of-way and to franchise and tax utilities and services, interferes with services provided by municipally owned utilities, fails to protect interests of all consumer classes or sacrifices environmental and social objectives protected under existing regulatory policies.
- Opposes efforts to prevent municipalities from extending utility services to newly annexed areas or providing utility services to customers in unincorporated county properties adjacent to the municipality.

EMERGENCY SERVICES

The League:

- Supports local control of local emergency services and involvement of the state as a resource to local government in the areas of information, coordination and training.
- Supports state funds for those state agencies that serve as a resource to local emergency services.
- Supports a voluntary uniform statewide fire incidence reporting program.
- Supports close cooperation at all levels of government and increased federal funding to assist local government homeland security and first responder responsibilities.
- Supports increased funding for emergency communications, accounting for the loss of landlines and the increased use of mobile devices, as well as legislation allowing local governments to increase fees for support of emergency communication.

ENERGY

Energy Planning

The League recognizes several compelling reasons for developing a comprehensive energy policy. Energy conservation saves dollars. Energy conservation and renewable energy production creates jobs, reduces greenhouse gas emissions, and supports local economic development efforts.

Energy conservation reduces our nation's dependence upon foreign oil and improves our energy security. Municipalities are in a position to lead by example. Municipalities are able to provide education and access to information that advocates the economic and environmental benefits of increased energy efficiency. Therefore, the League:

- Supports the development of a balanced, long-term statewide energy plan with an overall goal of reducing greenhouse gas emissions through a mix of non-renewable fossil fuels, renewable energy sources, and energy efficiency and conservation programs.
- Supports the creation and expansion of statewide goals that provide targets and incentives for the implementation of renewable energy strategies and that also recognize the unique concerns of municipal electric and gas systems.
- Supports empowering municipalities to implement sustainable, reliable, and resilient long-term municipal energy needs.
- Supports municipal efforts to assess energy efficiency opportunities in their own operations and in their communities as a whole, setting energy efficiency targets, and creating local action plans.
- Supports retrofitting municipal facilities with energy efficient technologies, policies that enhance municipal energy

conservation, and programs that promote the generation of alternative energy sources.

- Supports working with appropriate state and local agencies to educate municipalities on the use of energy efficient building codes.
- Opposes state preemption of municipalities in setting and implementing long-term renewable energy goals.

Natural Resource Production

Municipalities are directly and indirectly affected by the impacts of energy extraction activity and understand the boom-and-bust nature of it. The League also acknowledges the importance of the extraction industry to the state and local economy. Therefore, the League:

- Supports enhanced local input and mitigation powers of municipalities in addressing the environmental, health, safety, and economic impacts of energy extraction.
- Supports the Colorado Oil and Gas Conservation Commission and the Colorado Department of Public Health and Environment substantively involving local governments affected by energy extraction, including recognition of local health, safety, and environmental impacts.

Severance Tax and Federal Mineral Lease Revenue

The League:

- Supports a continued dialogue with local governments regarding the collection and distribution of severance tax and federal mineral lease revenues.
- Supports raising the severance tax rate and removing severance tax exemptions in order to generate additional revenue for local governments.
- Supports DOLA's continuing administration of the Energy Impact

Loan and Grant program to assure greater transparency and accountability of the funds.

- Supports the development of a permanent trust fund using a portion of existing and/or any new revenues from severance taxes and/or federal mineral lease revenues so long as such revenues in a trust fund can be made available to municipalities and counties impacted by energy extraction.
- Opposes any reduction in the existing revenue streams of severance tax and federal mineral lease revenue to counties and municipalities.
- Supports financial and technical assistance to local governments affected by the development of coal, oil shale, and other natural resources to permit planning for, and provision of, municipal services and facilities.
- Opposes the appropriation of energy impact and mineral lease funds, historically set aside for local governments, to finance state programs and administrative costs of state government.

ENVIRONMENT

In addressing environmental concerns, the League:

- Supports federal and state programs that encourage cleanup and reuse of "brownfield" property.
- Supports full federal funding for cleanup and ongoing maintenance and monitoring of contaminated federally owned or managed sites.
- Supports reasonable and practical application of air and water pollution control laws by federal and state administrative officials and encourages restraint in modifying legislation and regulations that have a fiscal impact on municipalities. Particularly in the area

of water quality, enforcement should be correlated with the availability of funds necessary to achieve stated goals.

- Supports adequate state regulation and enforcement of drilling and mining sites, production facilities and waste product storage and disposal facilities.
- Supports practices to assure public health, safety, environmental protection and the protection of domestic water sources;
- Opposes state preemption of local land use and watershed regulations.
- Supports the local control of the regulation of plastics and single-use containers.
- Opposes inequitable increases in the proportion of municipal cash funding support for state environmental and hazardous waste programs.
- Opposes state preemption of local government authority to adopt environmental ordinances.
- Opposes additional state mandates or regulations on locally owned or operated landfills that do not provide the subsequent funding necessary to comply with the new requirements.

EQUITY

The League supports efforts to end inequity based on race, gender, gender identity, religion, nationality, sexual orientation, age or disability. The League supports the protection of the rights and dignity of individuals, and encourages programs and policies that address equity in areas such as criminal justice, employment, environment, housing, homelessness, health care, education, substance abuse treatment, and mental health.

HOUSING

The availability and affordability of

attainable and habitable housing is an important concern to Colorado's municipalities. Therefore, the League:

- Supports an adequate supply of diverse housing options, regardless of income level, and continued public—and private—sector support for such an effort.
- Supports clarifying state statute to reflect that local governments have the authority to require affordable housing in new developments.
- Supports increased financial assistance from the federal government for housing needs of low—and moderate—income families.
- Supports state financial support for the Division of Housing's loan and grant program for low—and moderate—income housing.
- Supports the continued efforts of the Colorado Housing Finance Authority to work with municipalities on the Authority's various housing loan programs.
- Supports efforts to upgrade substandard housing.
- Supports the preservation, revitalization and redevelopment of existing neighborhoods.
- Supports public and private financial assistance programs to address the needs of the persons experiencing homelessness.
- Supports state funding to support programs to address persons experiencing homelessness.
- Supports programs that involve municipalities in addressing foreclosures.
- Supports the creation of an adequately financed statewide housing trust fund.
- Opposes state preemption of local authority to adopt and enforce ordinances that regulate use of public spaces.

INITIATIVE REFORM

The League:

Supports efforts to maintain the state constitution as a basic framework for government rather than as an embodiment of statutory law, while maintaining the citizen lawmaking process, by supporting additional protections for statutory law made by citizen initiative.

LIMITED GAMING

Recognizing the important role that gaming plays in the economies of Colorado's gaming towns and cities, and surrounding communities, the League:

- Supports Colorado's limited gaming framework as written in the Colorado Constitution.
- Supports preservation of the limited gaming fund which distributes portions of the proceeds of tax collected to the state historical fund and gaming cities and towns.
- Supports preservation of the local government limited gaming impact fund which provides grants to local communities for gaming impacts.

LOTTERY

The League supports preserving all lottery proceeds for park, recreation, open space, and wildlife purposes pursuant to the Great Outdoors Colorado program adopted by Colorado voters.

MARIJUANA AND HEMP

Per the language of Amendment 64, the League:

- Supports maximum local control for municipal regulation and licensing of cultivation facilities, product manufacturing facilities, testing facilities, and retail stores.
- Supports local option to prohibit cultivation facilities, product

manufacturing facilities, testing facilities, and retail stores.

Additionally, the League:

- Supports maximum local control for municipal regulation and licensing of hemp cultivation, both indoor and outdoor; manufacturing; testing; extraction; and retail stores.
- Supports maximum local control to enforce local ordinances on both marijuana and hemp.

MUNICIPAL COURT OPERATIONS

The League supports the authority of home rule municipalities to provide, regulate, conduct and control municipal courts as stated in Art. XX of the Colorado Constitution. Specifically, the League:

- Supports state funding for municipal specialty courts and restorative justice programs to deliver necessary resources and reduce recidivism.
- Opposes imposition of state surcharges on municipal court fines for the purpose of funding state programs.
- Opposes limitations on the authority of municipalities to enforce their own ordinances in municipal courts.

MUNICIPAL DEVELOPMENT AND LAND USE

The League supports local control and determination of local land use issues. In general, the League supports state laws and policies that encourage new residential, commercial and industrial development to occur within existing municipalities and that discourage the sprawl of urban, suburban or exurban development into rural and unincorporated areas of the state. In addition, the League specifically:

- Supports prohibition of the incorporation of new cities and towns adjacent

to, or within the service areas of, existing municipalities.

- Supports increased municipal and, within unincorporated areas, county controls over the formation of special districts, placing additional limitations on the powers exercised by such districts and, where practicable, providing for the dissolution or phasing out of special districts.
- Supports appropriate efforts to permit application and enforcement of municipal ordinances, such as building codes, fire codes, subdivision regulations and zoning ordinances, to buildings and improvements proposed to be constructed by government entities.
- Supports municipal discretion concerning the imposition of development fees and requirements.
- Supports municipal discretion to adopt, update, and enforce local building codes, including those that meet or exceed state standard.
- Supports the clear authority of municipalities to collect an impact fee for schools.
- Supports financial and technical assistance to municipal governments in the areas of planning and land use.
- Supports municipalities, when appropriate, in utilizing sub-local governments (neighborhood, nonprofit, and civic organizations and homeowners' associations) in developing and implementing solutions to specific localized issues.
- Encourages measures that promote intergovernmental cooperation on land use issues.
- Encourages coordination of land use and transportation planning.
- Encourages municipalities when using tax increment financing to promote

communication and intergovernmental cooperation with affected local governments.

- Opposes efforts to restrict municipal annexation authority.
- Opposes delegation of municipal land use authority to state agencies or preemption of municipal land use controls.
- Opposes federal or state restrictions, beyond those constitutional restrictions that have been defined by recent Supreme Court decisions, on the ability of federal, state or local governments to regulate private property or to exercise the power of condemnation for the benefit of public health, safety and welfare.
- Opposes unreasonable restrictions on urban renewal authorities and downtown development authorities.
- Opposes federal or state preemption of municipal land use with the wildland urban interface.

NATURAL DISASTERS

The League:

- Supports specific modifications to the Taxpayer's Bill of Rights (TABOR) to better define an "emergency," specify the amount of time for repayment of any TABOR reserve dollars spent, and to create clarity to ensure state financial assistance can be used specifically for recovery without violating TABOR revenue and spending limitations.
- Supports state financial support to assist local governments with disaster mitigation, response, and recovery in their communities.
- Supports legislation that reduces systemwide underinsurance and improves the transparency of the coverage gap that a private property owner has with their existing policy.

- Supports eliminating the practice of insurance companies requiring contents itemization in total losses to receive the contents coverage stated in a policy.
- Supports regulating the loss ratio for property and casualty insurance so that premiums paid go to cover losses and do not become excessive.
- Supports exploration of reinsurance for disaster impacts and supports legislation to address insurance availability to ensure community members have access to insurance.
- Supports exploration of public insurance to address availability.

POLICE, FIRE AND OTHER PENSION AND EMPLOYEE BENEFITS

The League:

- Supports equitable levels of state funding for volunteer firefighters' pensions.
- Opposes mandates that increase the cost of or create inequities among municipal employee pension, workers' compensation, or other employee benefits.
- Opposes mandated Social Security or Medicare coverage for public employees, mandated benefit levels or funding standards for municipal employee pension plans, or other unreasonable burdens or restrictions in connection with the administration of municipal employee benefit plans.
- Opposes mandated "Police Officers Bill of Rights" interfering with the management and budget prerogatives of local governments.

POSTAL SERVICE

The League supports legislation and administrative action by the United States Postal Service requiring use of mailing

addresses and ZIP codes that reflect the corporate boundaries of cities and towns in order to eliminate confusion among citizens and businesses and to reinforce community identities.

PRIVATIZATION

The League supports the use of private-sector businesses to provide public services when determined by municipal officials to be in the public interest.

PUBLIC EMPLOYMENT

The League opposes efforts to interfere with a municipality's ability to determine the terms and conditions of municipal employment.

PUBLIC LIABILITY

Because of the financial burdens caused by the increasing number of lawsuits against municipalities and their officers and employees, the deterrent that litigation presents to continued service by public officials and the need to assure that municipal liability does not impair the provision of necessary services to the public, the League:

- Supports the availability of public liability insurance at reasonable costs and the ability of municipalities to reduce such costs through selfinsurance or other reasonable means.
- Supports reasonable federal limitations on and reduction in the liability for monetary damages payable by public entities, public employees, and elected officials in suits brought under federal laws.
- Supports limitations on the liability of municipalities and their officers and employees.
- Opposes efforts to expand the liability of public entities and public employees.

PURCHASING

The League supports the authority of municipal officials to determine local purchasing and contracting procedures.

RECORDS

The League:

- Supports transparent record-keeping practices and the right of municipal governments to keep, maintain their own records.
- Opposes undue burdens placed upon municipalities to report or provide municipal records to the public, state, or federal government.
- Supports the authority of municipalities to charge research and retrieval fees for open records requests.

REGULATION OF NICOTINE PRODUCTS

The League:

- Supports the greatest amount of local control possible for the regulation of nicotine products.

SUBSTANCE ABUSE

The League supports state funding for local treatment, prevention, diversion, and recovery programs to address impacts of the substance abuse, mental health, and opioid epidemic in Colorado.

SUSTAINABILITY

The League:

- Supports the concept of sustainability and sustainable solutions that meet the needs of the present population without compromising the ability of future generations to meet their needs.
- Opposes state preemption of local government authority to adopt environmental ordinances that are more protective than state standards.
- Supports state and local partnerships

and resources to improve waste diversion and recycling programs across the state in a manner that respects local control.

TELECOMMUNICATIONS

The League:

- Supports the retention of municipal regulatory authority over cable television systems.
- Supports affordable access by all municipalities to redundant high speed broadband, telecommunication and information services.
- Supports options to level the playing field for smaller broadband and telecommunications providers to compete throughout Colorado.
- Supports federal and state resources for the development of broadband infrastructure in unserved and underserved areas and enhanced service in all service areas.
- Opposes federal or state restrictions on local control of municipal rights-of-way.
- Opposes federal or state restrictions on the authority of local governments to develop or acquire their own broadband or telecommunications infrastructure.
- Opposes federal or state restrictions on municipal franchising, regulatory and taxing authority over telecommunications systems.

TRANSPORTATION

The League:

- Supports a comprehensive statewide solution that solves Colorado's long-term transportation challenges at every level government and provides a sustainable revenue source that meets the needs of Colorado citizens today as well as future generations , including funding to assist local governments to improve air quality.

- Supports increased funds to finance pressing surface transportation needs as long as an equitable portion of new revenues is returned to cities and towns.
- Supports state Department of Transportation assumption of street lighting and general maintenance costs on state highways within municipalities.
- Opposes additional “off-the-top” diversions from the Highway Users Tax Fund.
- Supports clarification that federal railroad laws do not preempt local governmental authority to protect the safety and environment of citizens.
- Supports preservation of the federal funding guarantees for transportation and proportional allocation of all federal transportation taxes and funds for their intended transportation purposes.
- Supports efforts to improve commercial and general aviation throughout Colorado.
- Supports close cooperation among Colorado Department of Transportation, counties, municipalities and interested stakeholders in improving Colorado’s multi-modal transportation system.
- Supports legislation that enables and encourages autonomous vehicles that are clean-fueled and safe, while preserving local control over regulation and local implementation.
- Encourages a balanced state transportation policy that addresses the need to maintain and expand alternative transportation modes and public infrastructure adjoining roadways and rights-of-way, and demand management options to improve Colorado’s transportation system by supporting:
 - » Close cooperation among Colorado Department of Transportation, counties, municipalities and interested stakeholders in improving

Colorado’s multi-modal transportation system;

- » Preservation of the constitutional requirement that highway user revenues be used for the construction, maintenance and supervision of the public highways of the state, comprising all modes including, but not limited to, facilities for air, transit, bicycle, and pedestrian travel, and;
- » Greater flexibility and increased revenues for multi-modal transportation systems.
- » Fair and equitable funding for the development and implementation of electric vehicle infrastructure across the state.

WATER

In addressing statewide water concerns, the League:

- Supports water policies that protect Colorado water resources.
- Supports the constitutional doctrine of prior appropriation and the constitutional priority given to domestic water use.
- Supports the inventorying and protection by municipalities of their water rights.
- Supports appropriate water conservation efforts and sustainable water resource management practices by all users.
- Supports efforts to increase knowledge of water-related issues of concern around the state to municipalities.
- Supports participation in statewide discussions of water use and distribution.
- Supports appropriate coordination of municipal water use with other uses including agriculture, mineral resource development, energy development, recreation, and open space.

- Supports federal and state financial aid programs assisting municipalities, including recognition of the special needs of smaller municipalities, with the construction and improvement of water systems to protect water quality and to comply with federal and state mandates.
- Supports continued federal and state funding for wastewater treatment and drinking water facilities to reduce local costs and expedite construction of necessary treatment and collection facilities.
- Supports stakeholder input and involvement in developing laws and regulations related to water and wastewater issues.
- Encourages on-going communication by federal land managers with affected municipalities regarding the leasing of federal lands that might impact local

land use and environmental policies including, but not limited to, local watershed ordinances.

- Supports continued and additional funding for the Colorado Water Plan and programs to implement its goals.

YOUTH

The League:

- Supports municipal and other efforts to address youth issues and needs.
- Recognizes the influence that parents in partnership with nonprofit and religious organizations, local businesses and other governmental jurisdictions have on the development of youth.
- Encourages utilization by public schools in cooperation with local governments of League-published or other civics curriculum to educate students in state and local government.

About CML



Founded in 1923, CML is a nonprofit, nonpartisan organization that represents and serves Colorado's cities and towns. The Colorado Municipal League counts as members all 271 cities and towns in the state.

The Colorado Municipal League believes that local problems are best resolved at the local level of government and that people are best served by a strong and responsive local government.

The League's core functions are advocacy, information, and training.

ADVOCACY

CML represents the interests of Colorado municipalities before the state and federal governments and in the courts.

The League employs a team of legislative and legal advocates to ensure that all municipalities are well-represented in the state capitol and that the interests of cities and towns and their residents are protected through participation in certain appellate court cases. The work of state agencies also is under the watchful eye of CML, as are statewide ballot issues.

INFORMATION

CML provides accessible information that helps municipal officials and staff serve their communities and residents. Each year, CML staff respond to individual inquiries with information, advice, and sample documents. CML periodicals include the award-winning quarterly magazine, *Colorado Municipalities*; bi-weekly *CML Newsletter*; and *Statehouse Report*, a weekly report on legislation of municipal interest that is sent while the General Assembly is in session.

Publications produced by CML reflect important technical and legal research on a variety of issues impacting municipal government.

The CML website, *cml.org*, and social media presence, ensure that the most up-to-date information is available to our members. CML also produces short, informative videos on topics important to municipal officials; visit the CML website to view.

TRAINING

Each year, CML offers dynamic events and workshops to support your continuing education and training on such topics as leadership, council collaboration, municipal finance, land use and planning, personnel issues, telecommunications, legislative issues, strategic planning, and more.

MUNiversity recognizes the efforts of officials who go the extra mile to increase their knowledge and their capacity to lead. Since 1991, hundreds of municipal elected officials have participated in this highly successful program.

MUNiversity is based on interactive, affordable, capacity-building learning opportunities that promote a better understanding of municipal government and provide the tools to be a more effective community leader. The program is simple:

- Any municipal elected official may participate. This includes mayors, councilmembers, and trustees.
- There is no cost for enrolling.
- There are no required courses. You select the credited training that fits your specific needs from CML workshops and conferences.

For more information about this program and other CML services, contact the CML office in Denver at 303-831-6411 / 866-578-0936.



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City of Grand Junction Legislative Policy

The 2025-2026 City of Grand Junction Legislative Policy (“Policy” or “Legislative Policy”) establishes the City Council’s position relating to certain legislative matters, whether those be federal, state, or local. The Policy outlines the procedures that will guide and set the roles of the City Council and Staff in legislative matters.

This Legislative Policy is adopted by Resolution of the City Council with the understanding that the Council intends the Policy to provide a process by which the City’s interests are represented in key issues of concern to City government.

Unless otherwise directed by City Council, this Legislative Policy will serve, until amended or replaced, as the guide to when and on what matters the City Council will express a position, if at all, on legislative matters that may be either general specific, and/or breadth such that any legislation introduced may be deemed to have a positive or negative impact on the delivery of governmental services, the operation of government or that has a similar effect. Additionally, the absence of a topic from this policy does not suggest that it is unimportant to the City. If/when a legislative matter(s) arises that is not included, the City Council may either apply this policy or determine on an *ad hoc* basis if the City will express a position on the matter(s).

It is the intent of the City Council to review and revise this Legislative Policy annually in November. Said review will generally coincide with the Colorado Municipal League (CML) articulation of its legislative agenda.

The City Council may consider City-initiated legislation, if any, in the summer prior to the legislative session.

As a member of CML, the City benefits from a full-time presence at the capital and additionally benefits from CML’s bill identification, monitoring, and advocacy consistent with its own adopted policy agendas. While not perfectly consistent with Grand Junction, CML generally advances and protects Grand Junction’s interests and those of municipalities throughout the State.

Legislative Advocacy Processes

As provided in this Policy, legislative advocacy positions and processes are intended to provide clear direction and guidance to the City Council and Staff on who will be engaged in the legislative tracking and advocacy process and ensure that their actions reflect the City’s objectives and priorities.

Typical advocacy positions include:

- *Support* - legislation that advances the City’s goals and priorities.
- *Oppose* – legislation that could negatively impact the City or does not advance the City’s goals and priorities.
- *Monitor* – legislation of interest that could positively or negatively impact the City but requires additional review before a position is taken and will allow the City to remain at the table among legislators and other stakeholders for consideration of potential bill modifications

39 The City Council and Staff will utilize the following procedures when engaging in legislative
40 advocacy:

- 41 1. The City Manager, or designee, will track legislation and identify positions on legislative
42 matters that align with the City's current approved Legislative Policy and are likely to have a
43 significant impact on the City.
44
- 45 2. The City Manager, or designee, will consider the advocacy positions and analysis
46 completed by City Staff, local government/professional associations, and CML when
47 determining the City's advocacy positions.
48
- 49 3. The designated Council legislative liaison, and the City Manager, or designee, shall
50 determine appropriate advocacy actions, if any, and review all requests for advocacy on
51 legislation to most efficiently and effectively advance the purposes of the City's Legislative
52 Policy. Advocacy actions may include but are not limited to, letter(s), telephone call(s),
53 email(s), meeting with the sponsor(s), and/or opponent(s), or testimony.
54
- 55 4. Only those people who have been expressly authorized by the City Manager, Mayor,
56 designated legislative liaison, or a majority of the City Council, may advocate positions on
57 pending or proposed legislation on behalf of the City as expressed in the adopted policy
58 statement.
59
- 60 5. The City Manager, or designee will coordinate the initiation and development of legislative
61 advocacy communication with the Mayor, designated Council liaison, and the City Attorney
62 as deemed necessary. Such communication may include internal and external meetings,
63 correspondence, and other means for the development and/or exchange of ideas expected
64 to advance the purposes of this Policy.
65
- 66 6. Advocacy actions taken on behalf of the City will be executed by the Mayor, designated
67 Council liaison, or the City Manager depending on the legislative issue. In the Mayor's
68 absence, the City's legislative advocacy may be executed by the Mayor *pro tem*. If the
69 Mayor and/or Mayor *pro tem* is unavailable or timing is a factor, the City Manager, or
70 designee, is authorized to advocate in accordance with this Policy. The Mayor may
71 designate in writing other members (s) of the City Council to advocate on behalf of the City.
72 When feasible and time permitting, the City Manager shall notify the City Council of an
73 advocacy action prior to the execution of such action.
74
- 75 7. When an advocacy letter or email pursuant to this policy statement is sent to the Colorado
76 General Assembly or the United States Congress, City Councilmembers shall be included
77 as a copy ("cc") on the correspondence.
78
- 79 8. When a member of City Council or Staff testifies before the Colorado General Assembly or
80 the United States Congress on behalf of the City, City Council Members shall be notified in
81 writing within a reasonable timeframe after completion of the testimony.

- 82
- 83 9. The City Manager may issue a letter of concern or interest without taking a formal position
- 84 on a bill/proposed legislation. The City Manager's Office, in consultation with the City
- 85 Attorney, as deemed necessary, is responsible for drafting and issuing letters of concern.
- 86 When feasible and time permitting, the City Manager will notify the City Council of a letter
- 87 of concern or interest prior to transmittal.
- 88
- 89
- 90 10. The City Manager, or designee, will provide the City Council with periodic updates as
- 91 determined appropriate by the City Manager, summarizing legislative matters on which the
- 92 City has a stated position, or others as determined relevant by the City Manager or upon
- 93 inquiry by a Councilmember.

Resolution No. _____

A RESOLUTION CONCERNING THE 2026 LEGISLATIVE POLICY OF THE CITY COUNCIL

RECITALS:

The 2026 session of the Colorado General Assembly will convene on January 14, 2026; the General Assembly considers and acts on a wide array of issues, many of which have or may have a direct and/or indirect effect on the City, its operations and the services delivered to the community.

With this Resolution, the City Council sets, adopts, and determines its priorities regarding anticipated State legislative matters and outlines the issues in which the City is interested and may become involved in. Furthermore, the City Council establishes a procedure for participation in those matters; participation which may include, but not be limited to, writing letters, making calls, testifying, or otherwise appropriately expressing the City's position relative to any hearing, bill, or other matter before the General Assembly.

The City has a long and strong relationship with the Colorado Municipal League (CML) and 2026 is expected to be no different. The 2025-2026 CML Policy Statement is attached and incorporated by this reference as if fully set forth. While CML has an excellent perspective on what is important to municipalities, it represents 271 municipalities, many of which are on the Front Range and may have a different perspective on legislative/policy needs than others.

While there have been few instances over many years when CML's position is divergent from Grand Junction's, the City Council continues to rely on City staff and a designated member of the Council to monitor legislative and policy action during the General Assembly sessions. The 2025 session is no exception.

The City Council shall select a member of Council to act as the legislative liaison annually. The Assistant to the City Manager Johnny McFarland is the designated staff member for the 2026 session. In addition to Mr. McFarland, the other professional City staff will be providing their expertise to evaluate actions proposed by, coming to or pending before the General Assembly in 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE GRAND JUNCTION CITY COUNCIL THAT the City does hereby adopt the attached Legislative Policy and by and with this Resolution the City Council expresses its general concurrence and support for the CML 2025-2026 Policy Statement as guidance for the 2026 legislative sessions; and,

FURTHERMORE, be it resolved that the City Council does authorize and direct the Council legislative liaison, with the assistance of City staff, to work with CML in support of the policy agenda as the same is reflected in bills, resolutions, and measures before the Colorado General Assembly during the 2026 legislative session(s).

38 GRAND JUNCTION CITY COUNCIL

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40 _____
41 Cody Kennedy
42 President of the City Council

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44

45 ATTEST:

46

47 _____
48 Selestina Sandoval
49 City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: December 17, 2025

Presented By: Trenton Prall, Engineering & Transportation Director

Department: Engineering & Transportation

Submitted By: Trent Prall

Information

SUBJECT:

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

RECOMMENDATION:

Staff recommends authorizing, approving, and confirming the proposed Ordinance.

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 such as weed maintenance and periodic ditch/pipe cleaning.

SUGGESTED MOTION:

I move to (adopt/deny) on second reading and direct final publication in pamphlet form Ordinance No. 5289, 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 as part of the Grand Valley Project to the City and ratifying all actions heretofore taken and in connection therewith.

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

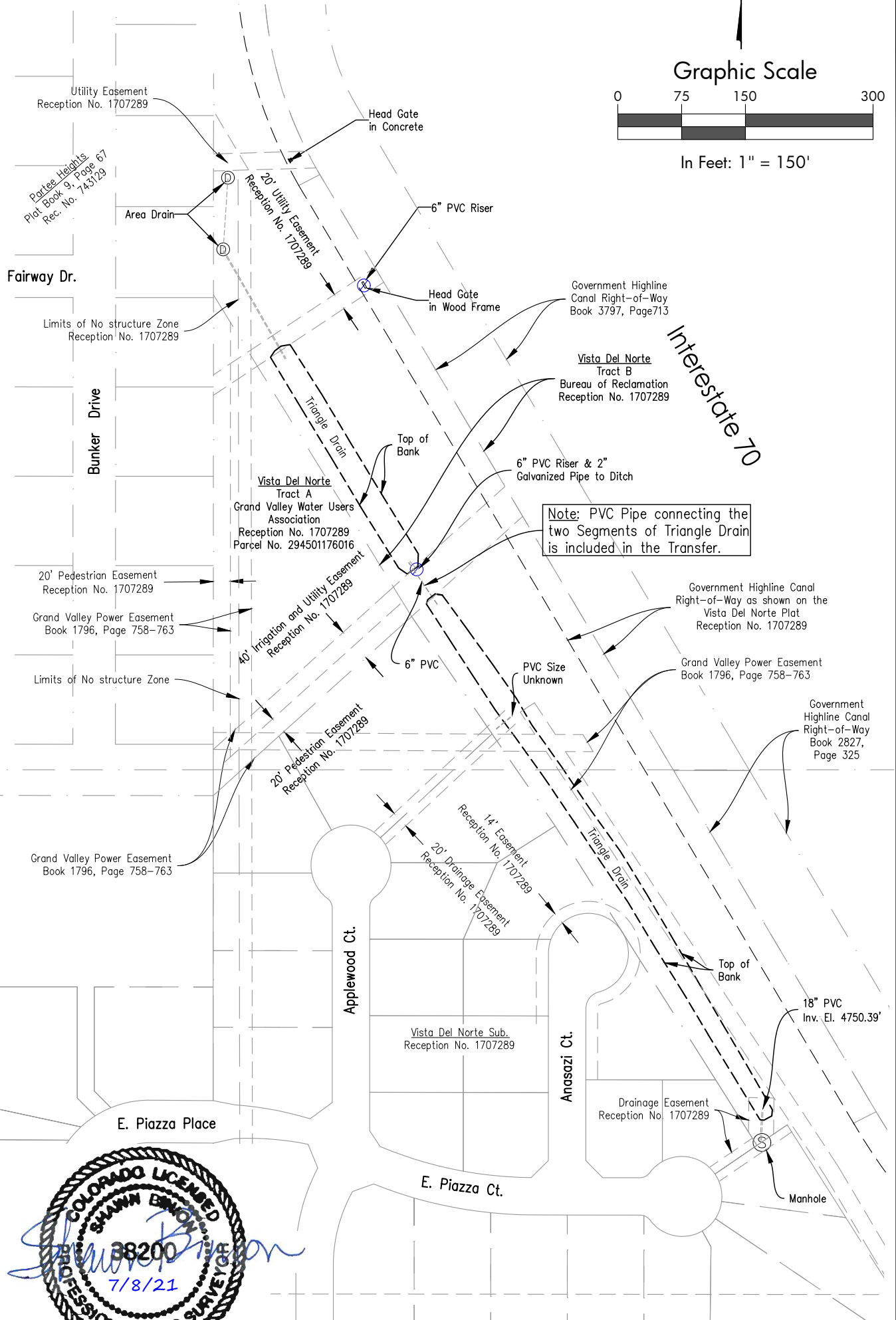
- Exhibit A -



Graphic Scale

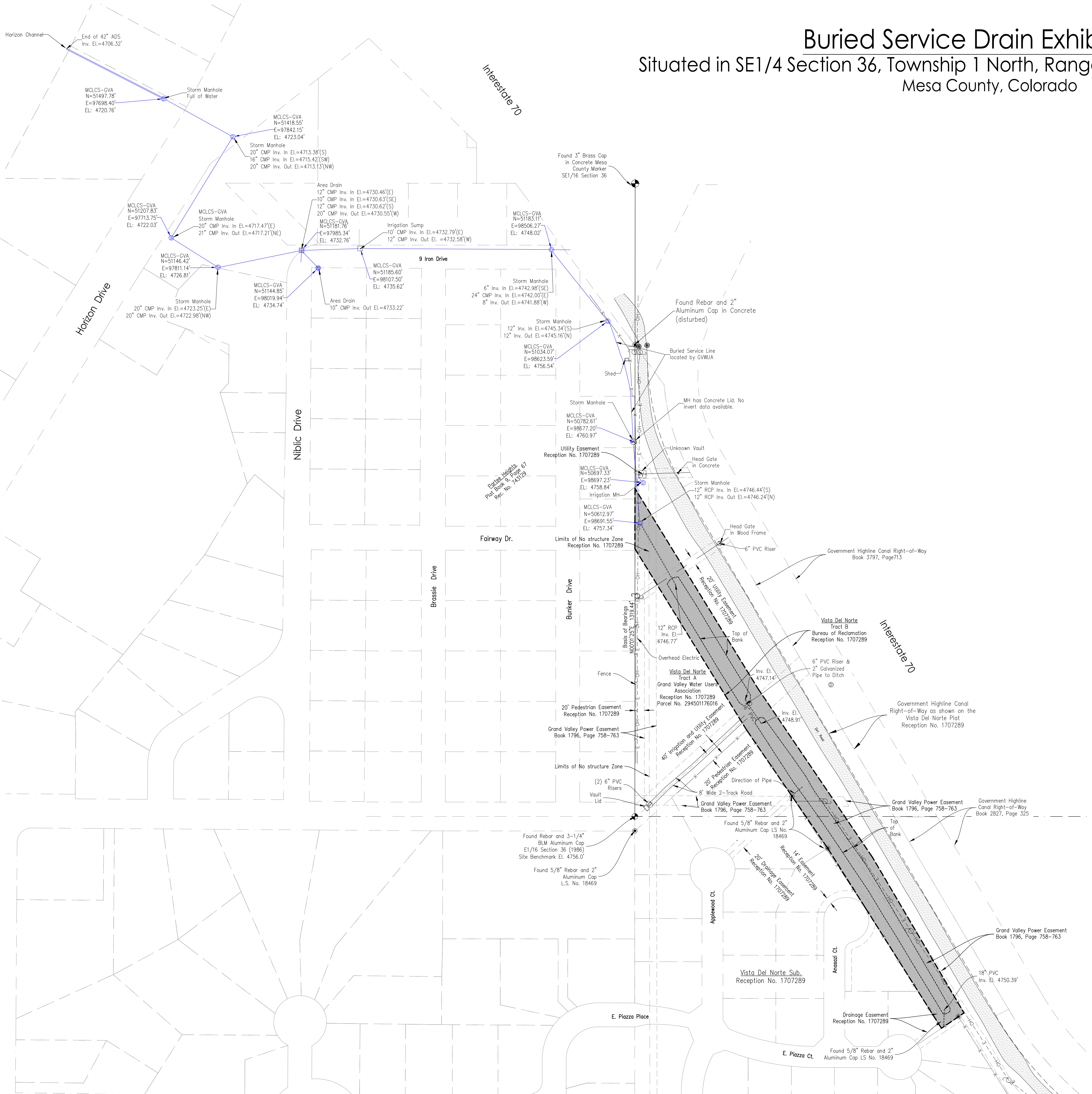


In Feet: 1" = 150'



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.

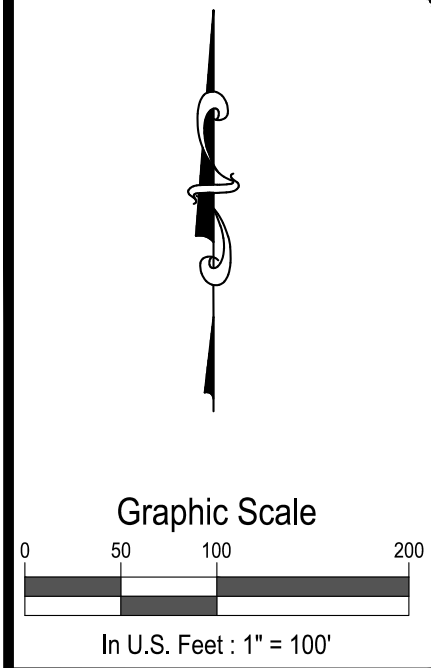
NOTES:

- 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

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727		728		729	
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787		788		789	
790		791		792	
793		794		795	
796		797		798	
799		800		801	
802		803		804	
805		806		807	

Notice: According to Colorado Law, you must complete any legal action based upon any
directed in this survey within three years after you first discover such defect, in no event
later than the date of the survey. If you fail to complete any such action within three years
from the date of the certification shown hereon.

Job No. 2015-514-007
Drawn by: HS
Date: 3/09/2022
Approved: — PLS.
File: MCLCS-ServiceDrainEasement SB

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.

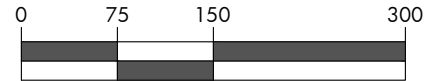
(SEAL)

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 #6.a.ii.

Meeting Date: December 17, 2025

Presented By: Jay Valentine, General Services Director

Department: Finance

Submitted By: Jay Valentine, Chief Financial Officer

Information

SUBJECT:

An Ordinance Eliminating the Vendor's Fee Reduction

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 and Section 3.08.050 of the Grand Junction Municipal Code concerning the Sales Tax Vendor's Fee and Lodging Tax Vendor's Fee, respectively, 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 and Section 3.08.050 of the Grand Junction Municipal Code concerning the Sales Tax Vendor's Fee and Lodging Vendor's Tax Fee, respectively. 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 and lodging 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 this ordinance will result in the City receiving 100% of the sales tax revenue paid by consumers, with no portion retained by vendors as a collection incentive. This change will result in a modest increase in total sales tax collections for the City beginning in 2026 and anticipated in the 2026 budget.

This adjustment does not change sales tax rates or impose additional costs on consumers; rather, it ensures that all collected sales tax revenue is remitted in full to the City.

SUGGESTED MOTION:

I move to approve Ordinance No 5290, an ordinance amending Chapter 3, Section 3.12.100 and Section 3.08.050 of the Grand Junction Municipal Code concerning the Sales Tax Vendor's Fee and Lodging Tax Vendor's Fee, upon final passage and order final publication in pamphlet form.

Attachments

1. ORD-Elimination of the Vendor's Fee Reduction 20251210

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**

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, Section 3.08.050(k) of the GJMC currently allows a lodging vendor, as a credit against its tax liability, to deduct three and one-third percent (3⅓%) of the amount subject to the original lodging tax of three percent (3%) as a collection fee (the "lodging vendor's fee"); and

WHEREAS, the vendor's fee and lodging vendor's fee was originally adopted to offset 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 and lodging 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 lodging 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 the GJMC shall be amended as follows (additions shown in ALL CAPS and deletions shown in ~~strikethrough~~):

SECTION 1

GJMC § 3.12.100

(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.~~

SECTION 2

GJMC § 3.08.050

~~(k) Vendors' Collection Fee. Vendors collecting and remitting the tax can, if such vendor is in compliance with the several provisions of this chapter, deduct three and one-third percent of the amount remitted subject to the original lodging tax of three percent (not including the 2019 lodging tax increase of three percent) as a collection fee.~~

SECTION 3

Effective Date.

The effective date of this Ordinance is and shall be as provided in Article XVI, paragraph 136 of the City Charter.

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 the 3rd day of December 2025 and ordered published in pamphlet form.

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

Cody Kennedy
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #6.b.i.

Meeting Date: December 17, 2025

Presented By: Jessica Johnsen, Zoning Supervisor, Tim Lehrbach, Principal Planner

Department: Community Development

Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

A Resolution Accepting the Petition for the Annexation of 27.20 Acres of Land and Ordinances Annexing and Zoning the Messick-Dangler Annexation to Public, Civic, and Institutional Campus (P-2), Located at 378 30 Road

RECOMMENDATION:

Staff recommends adoption of a resolution accepting the petition for the Messick-Dangler Annexation, and final passage and publication in pamphlet form of the annexation and zone of annexation ordinances for the property. The Planning Commission heard the zoning request at its November 25, 2025 meeting and voted (6-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicants, Carrie Messick, Cory Messick, and Sharon Valarie Dangler, are requesting annexation of approximately 27.2 acres at 378 30 Road and a zone of annexation to Public, Civic, and Institutional Campus (P-2). The property is Annexable Development per the Persigo Agreement and is eligible for annexation per state statutes. The request for annexation is being considered concurrently by the City Council with the zone of annexation request.

BACKGROUND OR DETAILED INFORMATION:

ANNEXATION REQUEST

The applicants, Carrie Messick, Cory Messick, and Sharon Valarie Dangler, are requesting annexation of approximately 27.2 acres at 378 30 Road. The subject property is occupied by a single-unit residence, an attached and detached accessory dwelling unit, and a wedding venue with food and beverage service. The property is Annexable Development per the Persigo Agreement and is eligible for annexation per state statutes. Annexation is requested to allow for an event venue use.

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.

ZONE OF ANNEXATION REQUEST

The applicants are requesting a zone of annexation to Public, Civic, and Institutional Campus (P-2) zone district for the Messick-Dangler Annexation. The subject property is occupied by a single-unit residence, attached and detached accessory dwelling units, and wedding venue with food and beverage service. Annexation and P-2 zoning are 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.

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 an artificial 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.

ANNEXATION ANALYSIS

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

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

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

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

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

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

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

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

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

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

The proposed annexation area is adjacent to the city limits along 30 Road on the west

and has direct access to 30 Road. Urban services are available to and presently serving the subject property.

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

The annexation consists of a single property, which is owned by the applicant.

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

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

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 principles, goals, strategies, 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 an artificial 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 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.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the Messick-Dangler Zone of Annexation, ANX-2025-116, requests for the property located at 378 30 Road to be annexed and zoned to Public, Civic, and Institutional Campus (P-2), the following findings of fact has been made:

1. Based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act pursuant to C.R.S. 31-12-104, the petition is valid and the property is eligible to be annexed.
2. The proposed zoning is appropriate, based upon consistency with the Comprehensive Plan designation and consistency of the proposed land uses with the purpose and intent of the proposed zone district.
3. The request has met the criteria for a rezone identified in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code.
4. 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.

Therefore, Staff recommends approval.

The Planning Commission heard the zone of annexation item at the November 25, 2025, regular meeting and voted (6-0) to recommend approval.

FISCAL IMPACT:

City services are supported by a combination of property taxes and sales/use taxes. Property, sales, and use tax revenues will depend on assessment of the property, retail or other sales for the existing business, and operational spending.

The entirety of 30 Road abutting the subject property is already under City jurisdiction and maintenance.

The property is within the Clifton Water District.

The property is within the Persigo sewer district and is already served with an existing sewer tap. Any new uses would require separate taps and would be required to pay applicable plant investment fees. There are no fiscal impacts to the Sewer Fund.

Fire protection and emergency response facilities are adequate to serve the type and scope of the land use proposed. Fire Station #8, located at 441 31 Road, provides the primary response to this area and Fire Station #1, located at 620 Pitkin Avenue, and Fire Station #4, located at 2884 B 1/2 Road, both provide secondary responses. The annexation area falls within the 4-minute travel time of the primary response station. Overall response time should be within National Fire Protection Association guidelines unless the primary station is on other calls for service. The recommended zoning of City P-2 (Public, Civic, and Institutional Campus) is not predicted to add substantially to the

current fire and EMS incident load and Fire Station #8 has capacity to meet the additional incidents that could be generated by this annexation and zoning change. Future land use and development of the P-2 zoning may potentially increase the need for fire prevention services such as plan review, inspections, and possibly higher call volume. Specific occupancy and use information would be needed to accurately evaluate fire prevention services.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 85-25, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Messick-Dangler Annexation, approximately 27.20 acres, located at 378 30 Road.

I move to (adopt/deny) Ordinance No. 5291, an ordinance annexing territory to the City of Grand Junction, Colorado, the Messick-Dangler Annexation, approximately 27.20 acres, located at 378 30 Road, on final passage and order final publication in pamphlet form.

I move to (adopt/deny) Ordinance No. 5292, an ordinance zoning the Messick-Dangler Annexation to Public, Civic, and Institutional Campus (P-2) zone district, on final passage and order final publication in pamphlet form.

Attachments

1. Development Application
2. Schedule and Summary Table
3. Site Maps
4. Annexation Plat
5. Planning Commission Minutes - 2025 - Nov 25 - DRAFT
6. Resolution Accepting Petition
7. Annexation Ordinance
8. 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

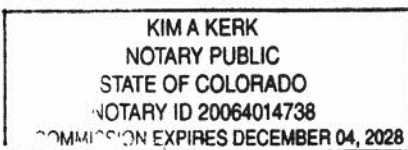
) ss.

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

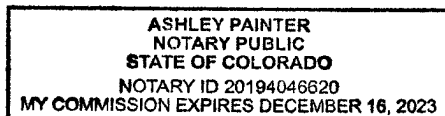
CORY L MESSICK

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**

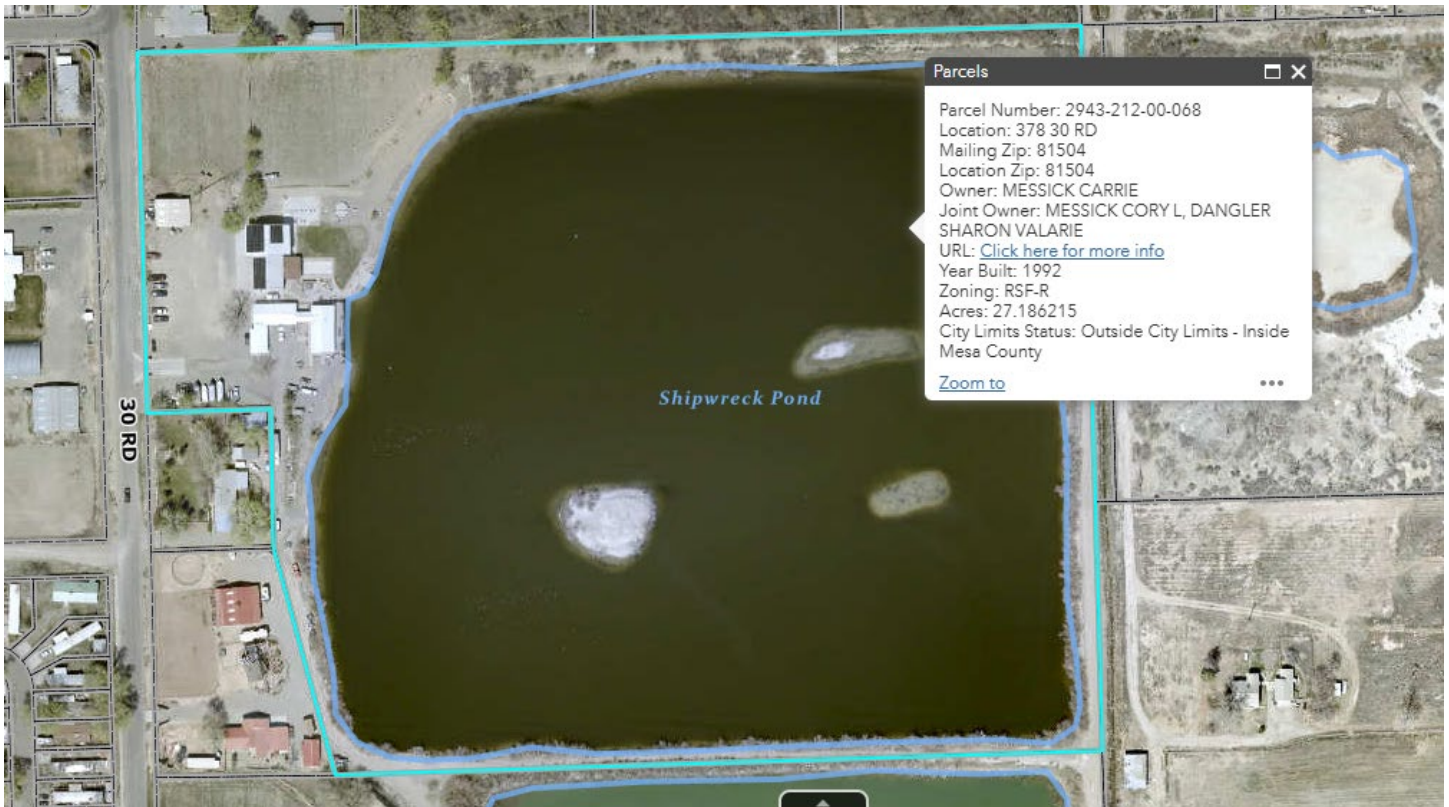
Date: February 02, 2025
Prepared by: Kim Kerk, Project Manager

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:

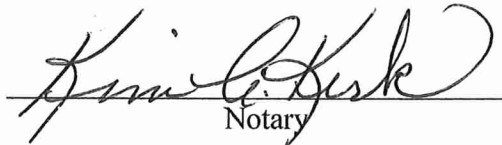
That (s)he is the circulator of the forgoing petition:

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



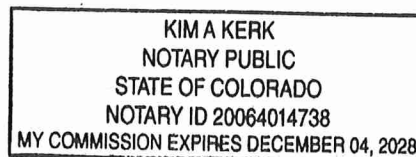
Subscribed and sworn to before me this 22nd day of October, 2025

Witness my hand and official seal.


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



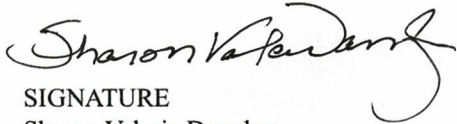
2-7-25

Sharon Valarie Dangler

378 30 Rd. Grand Junction, CO 81504

NAME

ADDRESS



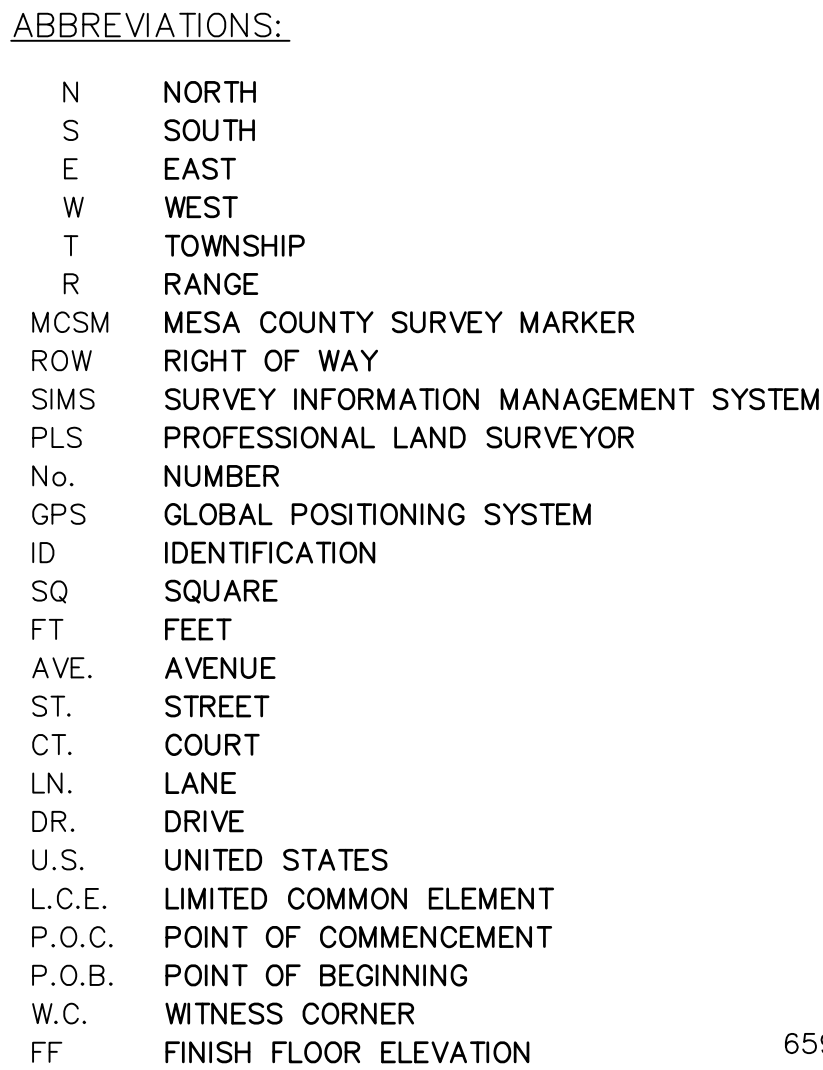
SIGNATURE
Sharon Valarie Dangler

DATE

2-7-25

(Messick-Dangler Annexation Petition)

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

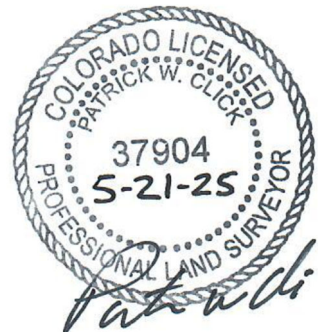


A vertical list of 20 mathematical symbols and expressions, including geometric shapes, mathematical constants, and operators.

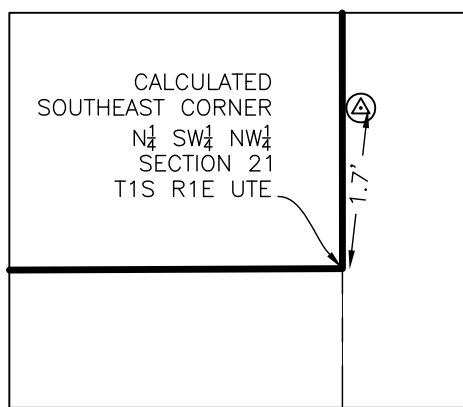
LAND SURVEY DEPOSIT
MESA COUNTY SURVEYORS OFFICE
DATE _____
DEPOSIT No. _____

1. OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE WITHOUT USING A CURRENT TITLE POLICY.
2. 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.
3. 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.
4. THIS IMPROVEMENT SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 30534415 (AND 1423870, SEE NOTE 5), OF THE MESA COUNTY RECORDS.
5. 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 S½ NW¼ NW¼ OF SAID SECTION 21. SAID DEED ALSO SHOWS THAT THE SOUTH LINE OF PARCEL 2 SHOULD FOLLOW THE SOUTH LINE OF THE N½ 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 DEEDS 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.

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.



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





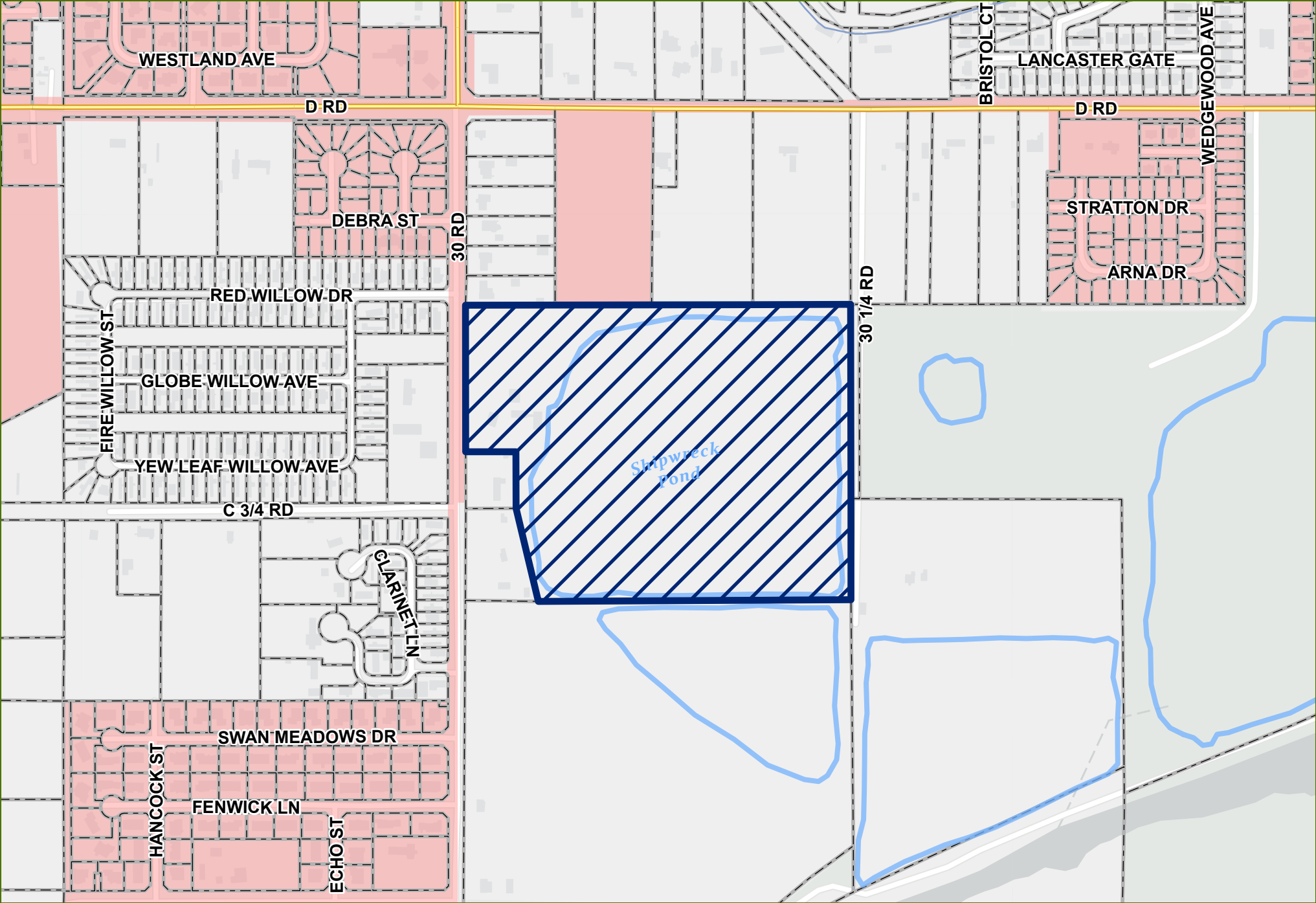
Legal Description-378 30 Rd.-Wedding Venue (Parcel #2943-212-00-068):

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 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		

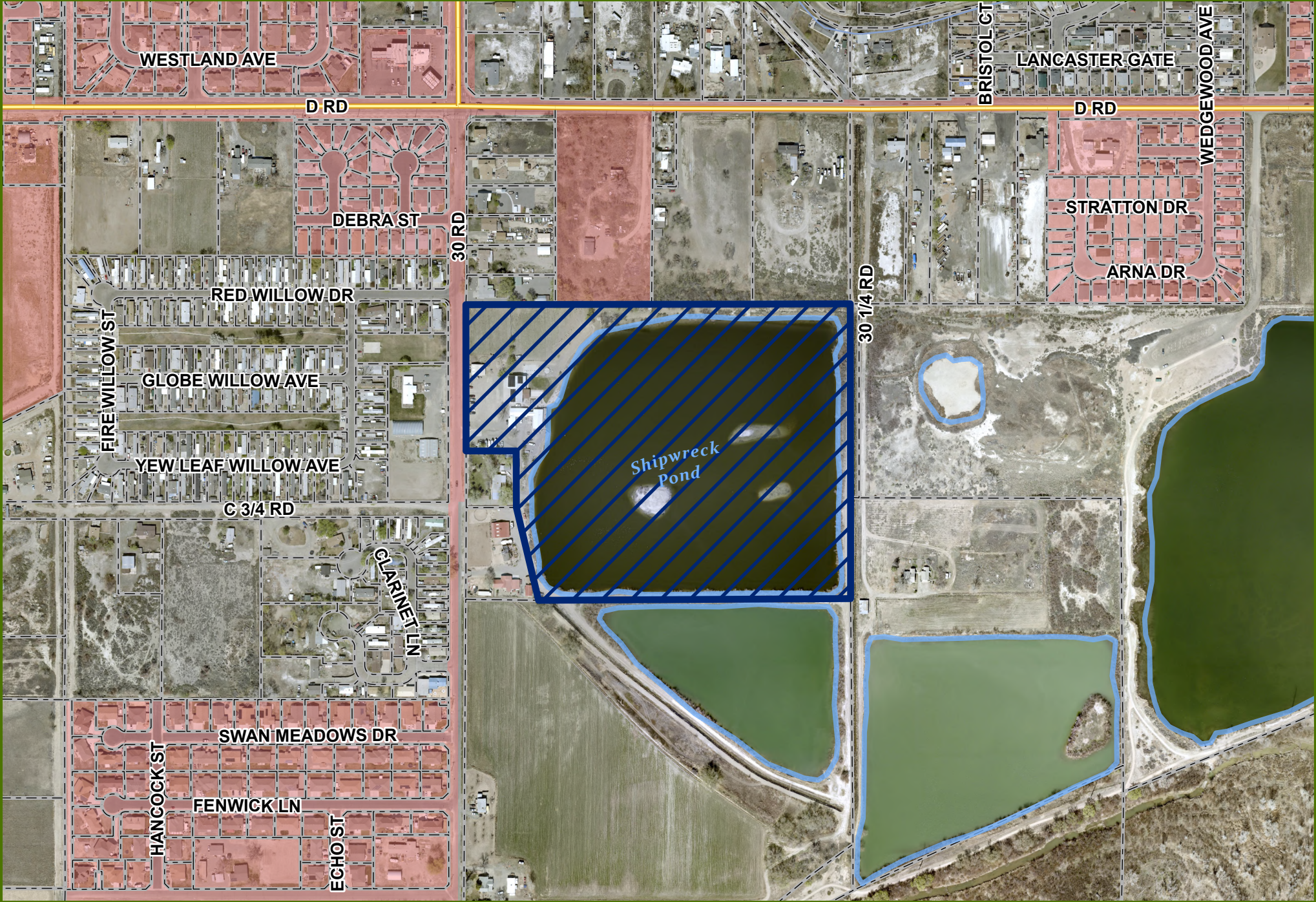
Messick-Dangler Annexation



0 125 250 500 Feet

 Annexation Site  City Limits

Messick-Dangler Annexation



0 125 250 500 Feet

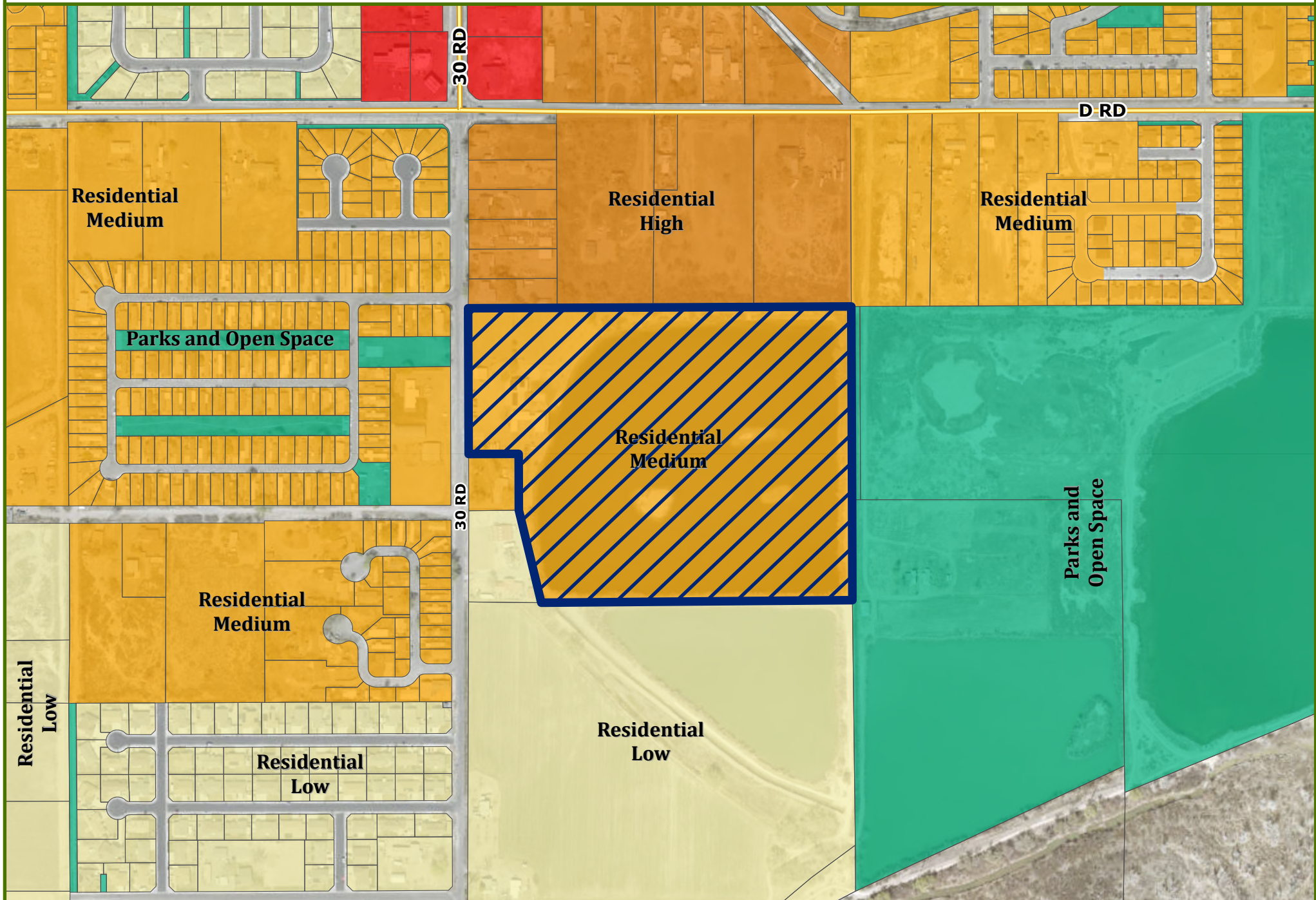


Annexation Site



City Limits

Messick-Dangler Annexation - Land Use



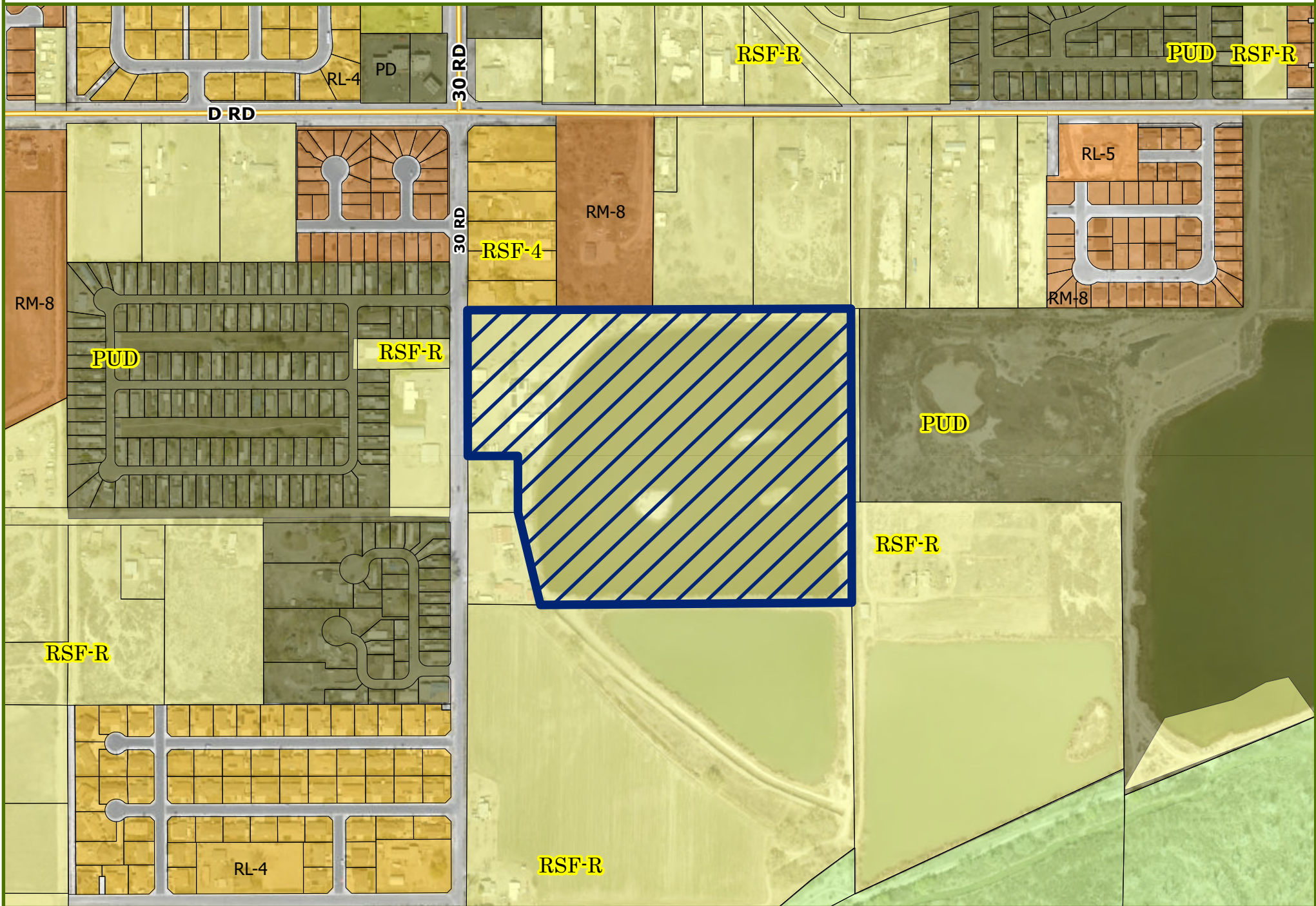
0 125 250 500 Feet



Annexation Site
Packet Page 284

Date Created: 7/23/2025

Messick-Dangler Annexation - Zoning



0 125 250 500 Feet



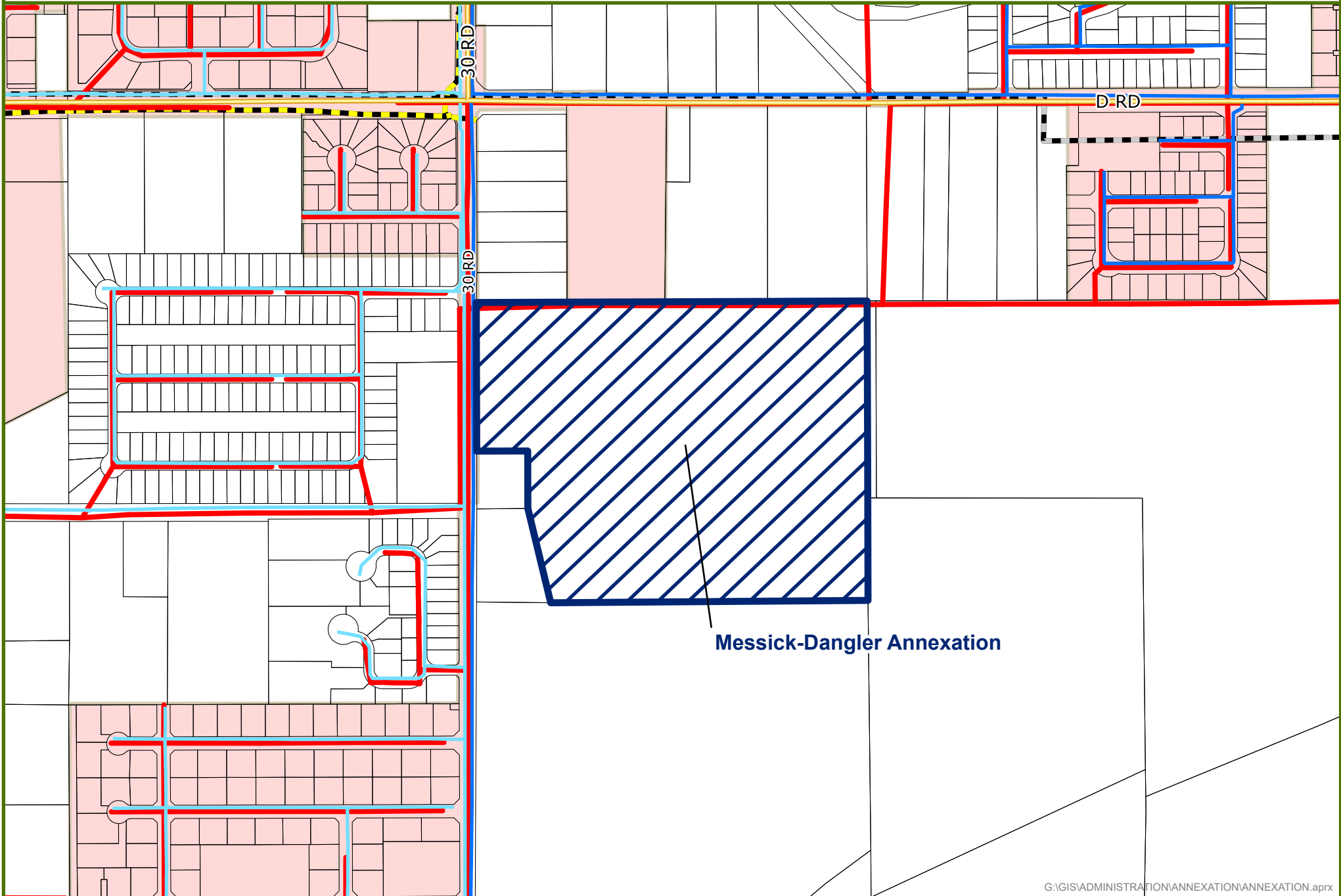
Annexation

City Zoning

County Zoning

Date Created: 7/23/2025

Messick-Dangler Annexation - Utilities



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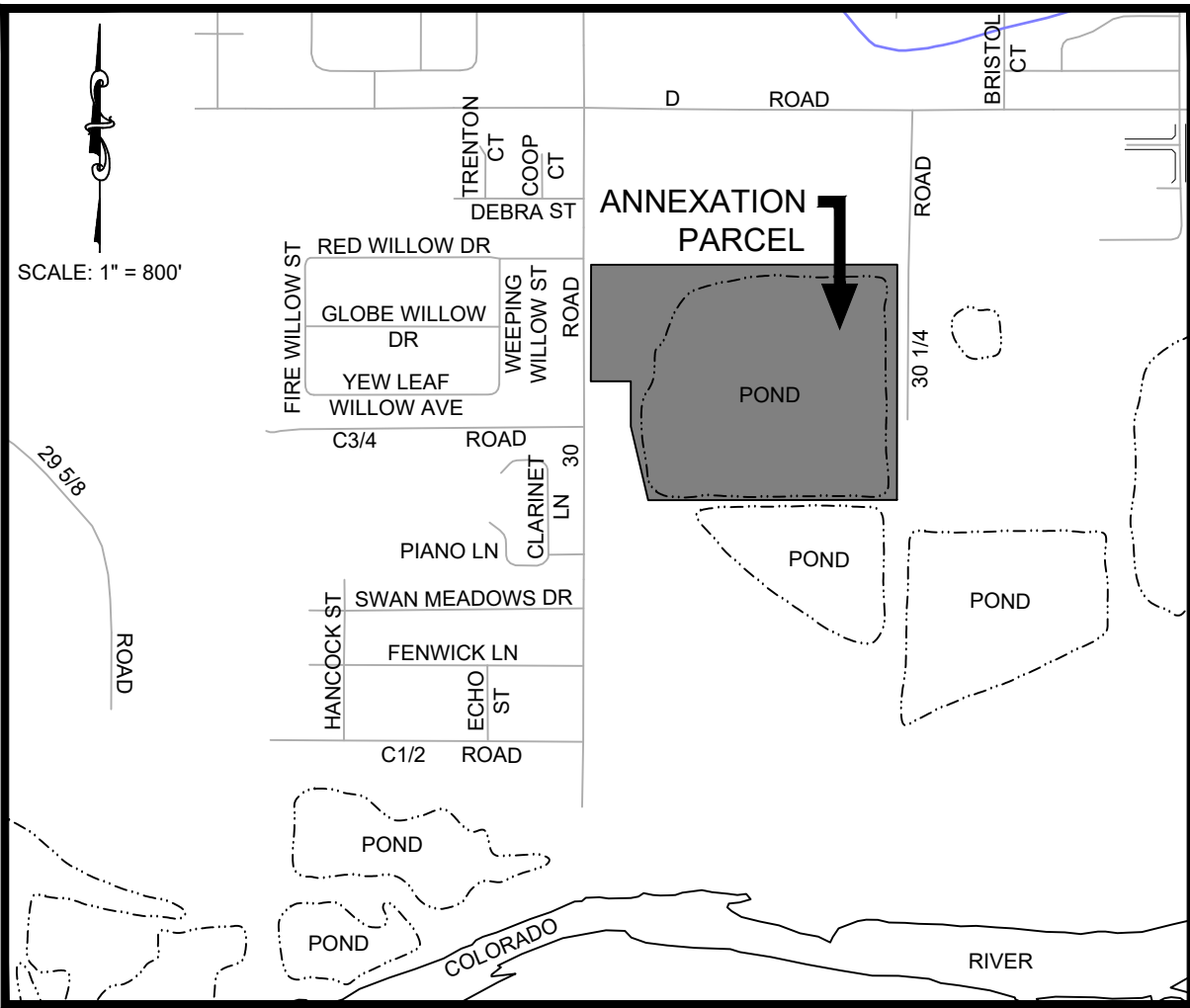
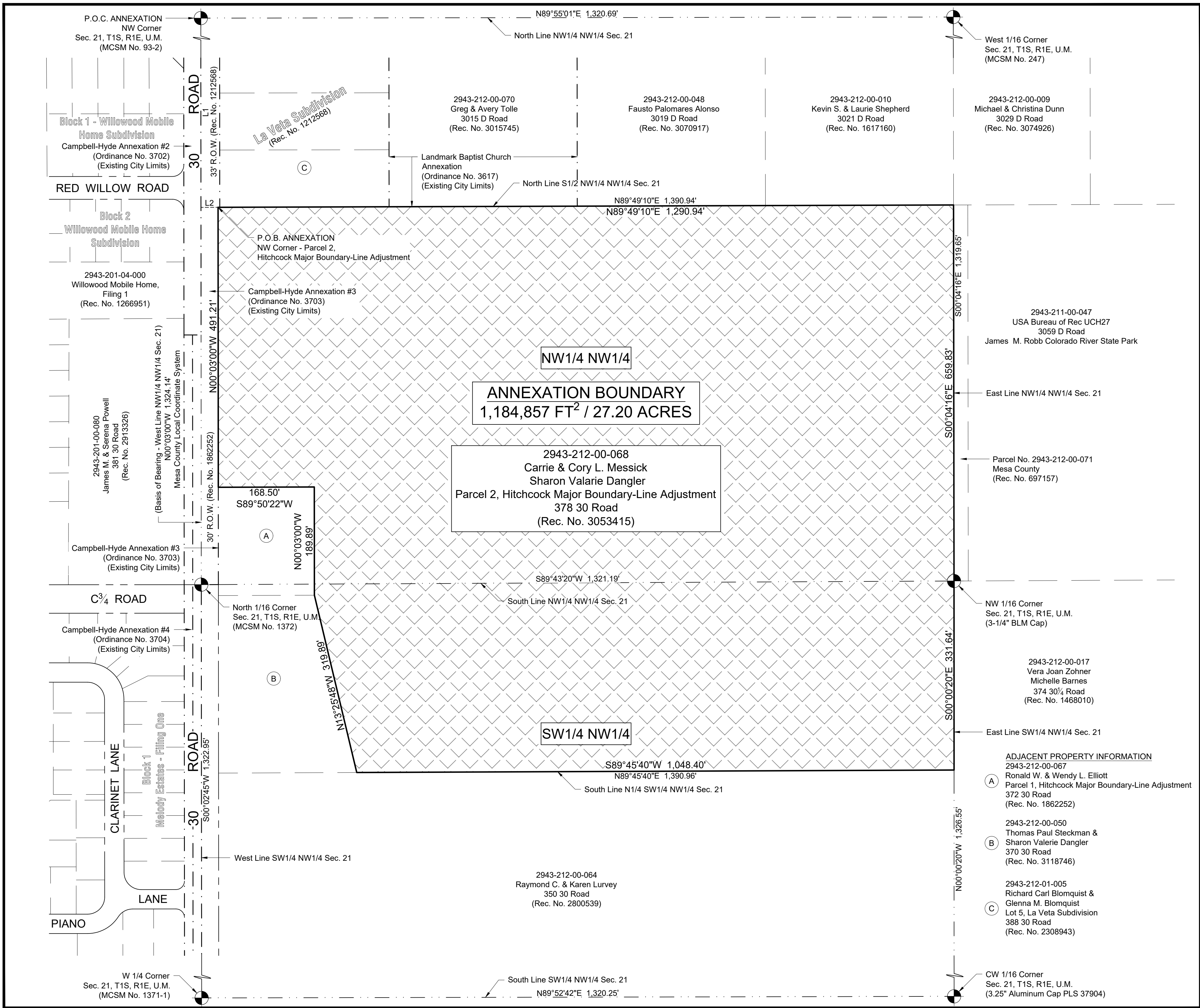
0 0.05 0.1 Miles

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

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 FT ²
	0.000 AC.
AREA WITHIN DEEDED R.O.W.	0.000 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.

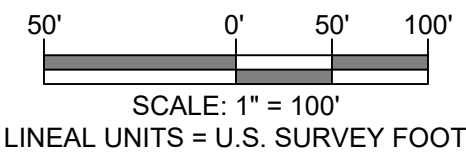
ALEXANDRE B. LHERITIER
STATE OF COLORADO - P.L.S. NO. 38464
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO 81501

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

GRAND JUNCTION PLANNING COMMISSION
November 25, 2025, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:31 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Thomas, Gregg Palmer, and Keith Ehlers.

Also present were Jamie Beard (Assistant City Attorney), Daniella Acosta Stine (Principal Planner), Jessica Johnsen (Zoning Supervisor), Tim Lehrbach (Principal Planner), and Jacob Kaplan (Planning Technician).

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

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from October 14, 2025.

Commissioner Palmer moved to approve the Consent Agenda.

Commissioner Moore seconded; motion passed 6-0.

REGULAR AGENDA

1. Ricciardella Annexation

ANX-2024-16

Consider a request by Hwy 50 Self Storage Parking LLC. to zone 7.37 acres from County RSF-4 (Residential) to City RM-8 (Residential Medium-8) located at 2716 B ¼ Road.

Staff Presentation

Jessica Johnsen, Zoning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Palmer asked if this property was enclaved.

Commissioner Zyvan asked for clarification on the headcount in the neighborhood meeting.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, November 18, 2025, via www.gjcity.org.

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

The public comment period was closed at 5:48 p.m. on November 25, 2025.

Discussion

No discussion occurred.

Motion and Vote

Commissioner Quintero made the following motion “Ms. Chair, on the Zone of Annexation request for the property located at 2716 B 1/4 Road, City file number ANX-2024-16, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

Commissioner Moore seconded; motion passed 6-0.

2. Messick-Dangler Annexation ANX-2025-116

Consider a request by Carrie Messick, Cory Messick, and Sharon Valarie Dangler to zone 27.20 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, November 18, 2025, via www.gjcity.org.

William Wenger expressed concerns about excess noise coming from this property during quiet hours.

Kim Kerk, that applicant’s representative, told Mr. Wenger she would speak to the applicant about the noise.

The public comment period was closed at 6:00 p.m. on November 25, 2025.

Commissioner Quintero inquired about the City’s and County’s noise ordinances.

The public hearing was closed at 6:04 p.m. on November 25, 2025.

Discussion

The commissioners encouraged Mr. Wenger to report any future noise violations to City and County Code Enforcement.

Motion and Vote

Commissioner Quintero made the following motion “Ms. Chair, on the Zone of Annexation request for the property located at 378 30 Road, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact as listed in the staff report.”

Commissioner Zyvan seconded; motion passed 6-0.

3. 30 Road Retail/Office/Storage Right of Way Vacation VAC-2025-84

Consider a request by 42 E Road Storage LLC, to vacate 0.93 acres of a Road Proclamation right-of-way located northeast of 30 Road and E Road and south of the Denver and Rio Grande Railroad. **This item was continued to the December 9th Planning Commission Hearing.**

OTHER BUSINESS

Daniella Acosta Stine reminded the commission that the City is accepting applications for the 2 vacant Planning Commission positions and the deadline to apply is December 15th.

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting.

The vote to adjourn was 6-0.

The meeting adjourned at 6:07 p.m.

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. XX-25_____

**A RESOLUTION ACCEPTING A PETITION
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
MAKING CERTAIN FINDINGS,
AND DETERMINING THAT PROPERTY KNOWN AS THE
MESSICK-DANGLER ANNEXATION**

**APPROXIMATELY 27.20 ACRES
LOCATED AT 378 30 ROAD IS ELIGIBLE FOR ANNEXATION**

WHEREAS, on the 5th day of November 2025, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

MESSICK-DANGLER ANNEXATION

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

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

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

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

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

1. N89°49'10"E, a distance of 1,290.94 feet to the northeast corner of said Parcel 2, a portion of which runs along the Campbell-Hyde Annexation No. 3 (3.00 feet)

and a portion of which runs along the south line of the Landmark Baptist Church Annexation (330.29 feet)

2. S00°04'16"E, a distance of 659.83 feet to the NW1/16 corner of said Section 21

3. S00°00'20"E, a distance of 331.64 feet to the southeast corner of said Parcel 2

4. S89°45'40"W, a distance of 1,048.40 feet

5. N13°25'48"W, a distance of 319.89 feet to the southeast corner of Parcel 1 of said Hitchcock Boundary - Line Adjustment

6. N00°03'00"W, a distance of 189.89 feet to the northeast corner of said Parcel 1

7. S89°50'22"W, a distance of 168.50 feet to the northwest corner of said Parcel 1 and being a point on the boundary of the Campbell-Hyde Annexation No. 3

8. N00°03'00"W, a distance of 491.21 feet to the Point of Beginning.

Said Property being comprised of 1,184,867 Square Feet or 27.20 acres, more or less.

WHEREAS, a hearing on the petition was duly held after proper notice on the 17th day of December, 2025; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction, Colorado, and should be so annexed by Ordinance.

ADOPTED the 17th day of December, 2025.

Cody Kennedy
President of the Council

ATTEST:

Selestina Sandoval
City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. XXXX

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

WHEREAS, on November 5, 2025, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on December 17, 2025; and

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

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

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

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

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

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

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

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

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

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

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

Cody Kennedy
President of the City Council

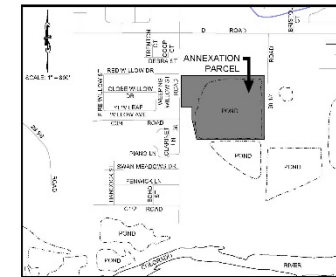
Attest:

Selestina Sandoval
City Clerk

EXHIBIT A

MESSICK - DANGLER ANNEXATION

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



SITE LOCATION MAP

LEGAL DESCRIPTION



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

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

thence then said Point of Commencement, 800.000'±, a distance of 912.00 feet along said west line thereof N89°57'05"E, a distance of 22.50 feet to the northwest corner of Parcel 2 at Hitchcock Boundary line Agreement reference at Reservation Number 1007257 being a point on the boundary of the Campool-Hyde Association No. 3, and the Point of Beginning.


[illegible]

AREAS OF ANNEXA

ANNEXATION PERIMETER	4,802.26 FT	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	821.56 FT	ANNEXATION AREA	
AREA IN SQUARE FEET	1,134,657.97	PLOT NO.	0000
AREA IN ACRES	2.22	SECTION LINE	0.000
AREA WITH IN F.O.W.	0.000	RIGHT-OF-WAY	0.000
AREA WITH IN DECEDED F.O.W.	0.000	ADJACENT	

LEGEND

ANNEXATION
BOUNDARY _____

ANNEXATION
AREA 

EXISTING
CITY LIMITS _____

SECTION LINE _____

RIGHT-OF-WAY _____

ADJACENT _____

SURVEY ABBREVIATIONS

P.C.C.	POINT OF COMMENCEMENT	PT ²	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MGSM	NESEA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	LIN	JT = JUNCTION
SEC.	SECTION	NO.	NUMBER
TOWNSHIP	TOWNSHIP	REG.	REGISTRATION
R.	RANGE		

ORDINANCE NO.

0000

EFFECTIVE DATE

00/00/2025

NOTE: THE DESCRIPTIONS CONTAINED HEREIN HAVE BEEN DERIVED FROM SURVEYOR'S PLATS, DEED DESCRIPTIONS & DEEDS. SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MEHA 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. 38/64
FOR THE CITY OF GRAND JUNCTION
241 NORTH 7TH STREET
GRAND JUNCTION, CO 81501

THIS IS NOT A BOUNDARY SURVEY

NOTES: ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT POINTED OUT IN THIS SURVEY MUST BE COMPLETED WITHIN THIRTY (30) DAYS OF THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT POINTED OUT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION'S SIGNATURE.	DRAWN BY:	NOW	DATE: 07/20/2025	
	REVIEWED BY:	ASL	DATE: 08/27/2025	
	CHECKED BY:	RDP	DATE: 08/06/2025	
	APPROVED BY:	ARI	DATE:	

CITY OF
Grand Junction
COLORADO

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

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

1 OF 1

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