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**CITY COUNCIL AGENDA
WEDNESDAY, JANUARY 21, 2026
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming the Month of January 2026 as National Crime Stoppers Month in the City of Grand Junction

Appointments

To the Planning Commission/Zoning Board of Appeals

To the Commission on Arts & Culture

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, January 21, 2026 or 4) submitting comments [online](#) until noon on Wednesday, January 21, 2026 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Boards and Commission Liaison Reports

CONSENT AGENDA

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

1. Approval of Minutes

- a. Minutes of the January 7, 2026 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Amending Sections of the Zoning and Development Code and 24 Road Corridor Design Standards (Title 21 and Title 25 of Grand Junction Municipal Code) Regarding Planned Development, Mixed-Use Downtown District Specific Standards, Short-Term Rentals, Accessory Uses and Structures, Shared Driveways, Multi-Unit Design Standards, Access to Public Streets, and Service and Storage Areas in the 24 Road Corridor and Setting a Public Hearing for February 4, 2026
 - ii. Introduction of an Ordinance to Extend the Prohibition on the Establishment of any New or Relocation of Existing Gaming Arcades or Gaming Uses within the City of Grand Junction and Setting a Public Hearing for February 4, 2026
- b. Quasi-judicial
 - i. Introduction of an Ordinance to Amend the Comprehensive Plan from Residential High to Mixed Use for 3.72 Acres Located at 377 and 379 29 Road and Setting a Public Hearing for February 4, 2026
 - ii. Introduction of an Ordinance to Rezone 3.72 Acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2) located at 377 and 379 29 Road and Setting a Public Hearing for February 4, 2026
 - iii. Introduction of an Ordinance Zoning the Morelli Annexation to Mixed-Use Light Commercial (MU-2), 2.56 Acres Located on Unaddressed Property Between 3105 E 1/2 Road and 3112 I-70B, Parcel Number 2943-103-00-101, and Setting a Public Hearing for February 4, 2026

3. Agreements

- a. Parking Agreement for Terminal Project

4. Procurements

- a. Authorize Construction Contract for Patterson Sidewalk Project

- b. 400 Block Main Street Improvements

5. Resolutions

- a. A Resolution Authorizing a Third Extension of up to Six-months of the Travel and Tourism Memorandum of Understanding Concerning the 2018 Voter Approved Three Percent Lodgers Tax Increase
- b. A Resolution Authorizing the Sale by the City of Real Property Located at 536 1/2 Willow Road to Marcos Antonio Orellana and Ratifying Actions Heretofore Taken in Connection Therewith
- c. A Resolution Amending Resolution No. 81-25 to the City Council concerning the Annexation of Lands to the City of Grand Junction, Colorado, Exercising Land Use Control, and Amending Proposed Annexation Ordinance for the Fox Grove Annexation of 4.75 acres, Located at 3071 E 1/2 Road

REGULAR AGENDA

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

6. Public Hearings

- a. Legislative
 - i. An Ordinance Authorizing the Scheduled Increase in Employer Contributions to Police & Fire 401(a) Plans
 - ii. An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Application Outreach Meetings and Accessible Parking
 - iii. An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Pre-Application Meetings and General Meetings
 - iv. An Ordinance Setting the Interim City Attorney Salary
- b. Quasi-judicial
 - i. A Resolution Accepting the Petition for the Annexation of 2.56 Acres of Land and an Ordinance Annexing the Morelli Annexation, Located Between 3105 E 1/2 Road and 3112 I-70B – Parcel No. 2943-103-00-101

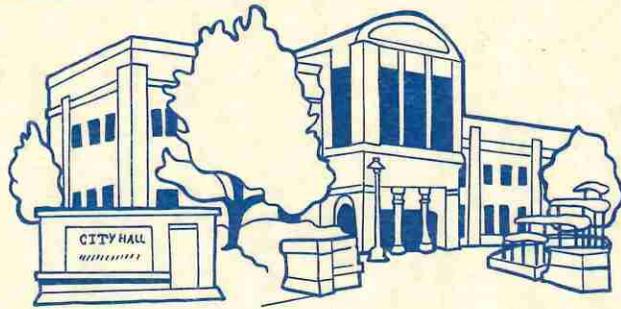
- ii. A Resolution Accepting the Petition for the Annexation of 4.75 Acres of Land and Ordinances Annexing and Zoning the Fox Grove Annexation to Residential Medium 8, Located at 3071 E ½ Road

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

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

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

Whereas, the award-winning, nationally recognized Crime Stoppers of Mesa County has been particularly effective and since 1983 has received over 23,850 tips, which have led to 1,857 arrests and the recovery of over \$9,220,000.00 in drugs and property. Anonymous Crime Stopper callers have been rewarded over \$316,900 for their valuable information; and

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

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

NOW, THEREFORE, I Cody Kennedy, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of January 2026 as

"National Crime Stoppers Month"

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



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 21st day of January 2026.

Cody Kennedy

Mayor



Grand Junction City Council

Regular Session

Item #

Meeting Date: January 21, 2026
Presented By: Selestina Sandoval, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Planning Commission/Zoning Board of Appeals

RECOMMENDATION:

To appoint/not appoint the interview committee's recommendation to the Planning Commission.

EXECUTIVE SUMMARY:

There are two vacancies on the Planning Commission/Zoning Board of Appeals.

BACKGROUND OR DETAILED INFORMATION:

Ken Scissor resigned, and the 2nd alternate position was not filled during the October interviews. Applications were received from Kelsay Heath, Todd Larson, Merritt Sixbey, Steve Aghababian, Leonard Little, and Caleb Abeloe.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendation to the Planning Commission/Zoning Board of Appeals.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: January 21, 2026
Presented By: Selestina Sandoval, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Commission on Arts & Culture

RECOMMENDATION:

To appoint/not appoint the interview committee's recommendation to the Commission on Arts & Culture.

EXECUTIVE SUMMARY:

There are four vacancies on the Commission on Arts & Culture.

BACKGROUND OR DETAILED INFORMATION:

Dora Fang, Porcia Silverberg, Nora Hughes, and Pamela Blythe have terms expiring February 28, 2026. Applications were received from Porcia Silverberg, Gilberto Ramirez Macias, TJ Smith, Bill Lelbach, and Pamela Blythe.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendation to the Commission on Arts & Culture.

Attachments

None

Grand Junction City Council
Minutes of the Regular Meeting
January 7, 2026

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 7th day of January, at 5:32 p.m. Those present were Councilmembers Robert Ballard, Scott Beilfuss, Jason Nguyen, Anna Stout, Ben Van Dyke, and Mayor Pro Tem Laurel Lutz. Council President Cody Kennedy was present virtually.

Also present were City Manager Mike Bennett (virtually), Deputy City Manager Kimberly Bullen, Assistant City Attorney Jeremiah Boies, Chief Financial Officer Jay Valentine, Human Resources Director Shelley Caskey, Engineering and Transportation Director Trent Prall, Housing Supervisor Ashley Chambers, Housing Specialist Sherry Price, Principal Planner Daniella Acosta Stine, Community Development Director Tamra Allen, Public Safety Director Matt Smith, City Clerk Selestina Sandoval, and Deputy City Clerk Misty Williams.

Mayor Pro Tem Lutz called the meeting to order and led the audience in the Pledge of Allegiance, followed by a moment of silence.

Proclamations

Proclaiming the City of Grand Junction as an Inclusive City

Councilmember Stout read the proclamation. Amanda Salinas, Director of Programs for Center for Independence, accepted the proclamation.

Proclaiming January 19, 2026, as Martin Luther King Jr. Day in the City of Grand Junction

Councilmember Beilfuss read the proclamation. Elijah Williams accepted the proclamation.

Public Comments

Public comments were heard from Phillip Masters and Dennis Simpson.

City Manager Report

City Manager Mike Bennett gave a report on the selection of the new fire chief, Peter Skeris.

Boards and Commission Liaison Reports

Councilmember Beilfuss reported on Historical Preservation Group, the Lincoln Park Barn, HomewardBound, the Martin Luther King Jr. Day celebration, and the Lati-cube tour.

Councilmember Stout reported on the Colorado Municipal League (CML) executive board.

Council President Kennedy reported on the upcoming State of the Museums of Western Colorado meeting.

Mayor Pro Tem Lutz reported on the Commission on Arts and Culture.

CONSENT AGENDA

1. Approval of Minutes

- a. Summary of December 15, 2025, Workshop
- b. Minutes of December 17, 2025, Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Authorizing the Scheduled Increase in Employer Contributions to Police & Fire 401(a) Plans and Setting a Public Hearing for January 21, 2026
 - ii. Introduction of an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Application Outreach Meetings and Accessible Parking and Setting a Public Hearing for January 21, 2026
 - iii. Introduction of an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Pre-Application Meetings and General Meetings and Setting a Public Hearing for January 21, 2026
 - iv. Introduction of an Ordinance Setting the Interim City Attorney Salary and Setting a Public Hearing for January 21, 2026

- b. Quasi-judicial
 - i. Introduction of an Ordinance Zoning the Fox Grove Annexation to Residential Medium 8 (RM-8), 4.88 acres located at 3071 E ½ Road, and Setting a Public Hearing for January 21, 2026

3. Agreements

- a. 2025 CDBG Subrecipient Agreement between the Grand Valley Catholic Outreach and the City of Grand Junction

4. Procurements

- a. Authorize Contract Amendment with FCI Constructors on the Community Recreation Center for Patterson Road Intersection Improvements at Matchett Parkway
- b. Authorize Construction Contract for D 1/2 Road Improvements

5. Resolutions

- a. A Resolution Finding the 2020 One Grand Junction Comprehensive Plan, Together with the 2026 Grand Junction Municipal 3 Mile Plan Map, Serves as the City's Three-Mile Plan and its Annual Update
- b. A Resolution Authorizing the City Manager to Make Grant Awards and Execute Funding Agreements with Grand Valley Catholic Outreach, the Joseph Center, and Hilltop Health Services Corporation for Providing Comprehensive Solutions for Individuals Experiencing Homelessness
- c. A Resolution Appointing Jeremiah Boies as Interim City Attorney for the City of Grand Junction, Colorado
- d. A Resolution Acknowledging the Defense of Officers Tafoya, Dressel, and Moesser in Civil Action No. 1:25-cv-02779-STV

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

REGULAR AGENDA

- 6.a.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 from December 3, 2025)**

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 one year.

Principal Planner Daniella Acosta Stine gave a presentation on the amendment to Title 21 of the Grand Junction Municipal Code and was available to answer questions from Council.

Comments were heard from Councilmembers Beilfuss, Nguyen, Stout, and Interim City Attorney Boies.

The public hearing opened at 6:04 p.m.

No comments were heard.

The public hearing closed at 6:04 p.m.

There were no further comments heard from Council.

Councilmember Ballard moved, and Councilmember Van Dyke seconded to adopt Ordinance No. 5293, 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 on final passage and ordered final publication in pamphlet form. The motion carried 7-0 by a unanimous roll call vote.

**6.b.i. 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**

The Applicant, 42 E Road Storage LLC, requested the vacation of approximately 0.89 acres of public right-of-way established by Roadbook Petition. The proposed vacation is in anticipation of future commercial development for the proposed retail flex space and mini storage to be located at 3004 E Road. The request to vacate is consistent with the City's Comprehensive Plan and Circulation Plan.

Principal Planner Daniella Acosta Stine gave a presentation on the right-of-way vacation and was available to answer questions from Council.

There were no comments heard from Council.

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

No comments were heard.

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

Councilmember Nguyen moved, and Councilmember Van Dyke seconded to adopt Ordinance No. 5296, an ordinance vacating 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 on final passage and ordered final publication in pamphlet form. The motion carried 7-0 by a unanimous roll call vote.

7. Non-Scheduled Comments

A comment was heard from Ed Kowalski.

8. Other Business

- a. Interview Teams for Horizon Drive Business Improvement District and Urban Trails Committee

Councilmembers Beilfuss and Nguyen volunteered to be on the interview teams for both the Horizon Drive Business Improvement District, as well as the Urban Trails Committee.

9. Adjournment

The meeting adjourned at 6:16 p.m.

Selestina Sandoval, MMC

City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: January 21, 2026
Presented By: Tim Lehrbach, Principal Planner
Department: Community Development
Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance Amending Sections of the Zoning and Development Code and 24 Road Corridor Design Standards (Title 21 and Title 25 of Grand Junction Municipal Code) Regarding Planned Development, Mixed-Use Downtown District Specific Standards, Short-Term Rentals, Accessory Uses and Structures, Shared Driveways, Multi-Unit Design Standards, Access to Public Streets, and Service and Storage Areas in the 24 Road Corridor and Setting a Public Hearing for February 4, 2026

RECOMMENDATION:

The Planning Commission heard this request at the January 13, 2026 regular meeting and voted (4-1) to recommend approval, except that the proposed amendment to Section 21.09.060 was remanded to staff for further revision.

EXECUTIVE SUMMARY:

In the course of regular review of Volume II Development Regulations of the Grand Junction Municipal Code, staff has identified items within the Zoning and Development Code (Title 21) and the 24 Road Corridor Design Standards (Title 25) that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification. A draft version of the ordinance was presented to the Planning Commission. A revision to Section 21.09.060 concerning Open and Undeveloped Spaces was remanded to staff for further revision and is not included in the proposed ordinance.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

In the course of regular review of Volume II Development Regulations of the Grand Junction Municipal Code, staff has identified items within the Zoning and Development

Code (Title 21) and the 24 Road Corridor Design Standards (Title 25) that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification.

Proposed amendments are as follows:

GJMC 21.02.050(j)(8) Planned Developments Approved Under Prior Codes.

An incorrect reference to application approval lapse provisions is corrected.

GJMC 21.03.060(e)(4) Mixed-Use Downtown (MU-3) District Specific Standards.

An obsolete reference to open space dedication, which is no longer of effect, is deleted.

GJMC 21.04.030(d)(5)(iv)(B) Use-Specific Standards – Short-Term Rentals (STR)

The requirements that one additional parking space for each bedroom above four bedrooms on the lot and that no additional required parking may be located in front of the principal structure are deleted.

GJMC 21.04.040(c) General Standards for Accessory Uses and Structures.

An incorrect reference to performance standards is corrected.

GJMC 21.05.020(e)(5) Shared Driveway (Autocourt)

Provisions pertaining to ownership are amended to require that a shared driveway shall be in a tract dedicated to the homeowners association (rather than abutting owners only) and that the declaration shall address maintenance responsibility.

A provision limiting the number of units which may abut or use a shared driveway is deleted.

An error in the graphic depicting the minimum width of a shared driveway is corrected.

GJMC 21.05.050 Residential Attached and Multi-Unit Design Standards

The applicability for this section is amended to remove references to single-unit attached residential, such that the section no longer applies to these uses.

Building design elements are amended to remove a requirement that, in cases where the long axis of a building is perpendicular to the primary street, the portion of the structure facing the primary street shall be configured with at least one functioning entry and one or more transparent windows.

GJMC 21.09.050(b) Access to Public Streets.

The subsection is reorganized to clarify the conditions under which indirect access to a dedicated public road may be allowed for lots within a subdivision. Indirect access is clarified to be provided by a shared drive, loop lane, parking lot, limited common element, or private street (this latter only upon approval by the City Council), except that one lot may take indirect access across another lot via easement.

GJMC 25.03.060 24 Road Corridor – Service and Storage Areas
References to “multifamily” are corrected to read “multi-unit residential.”

The requirement that outdoor storage, loading and operations areas be screened from adjacent areas is clarified to remove the ambiguous standard that such screening be attractive. Location requirements, which are stricter than those provided within underlying zone districts, are removed.

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on January 3, 2026, in the Grand Junction Daily Sentinel.

ANALYSIS

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

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

The proposed amendment responds to Plan Principle 11, Goal 3, Strategy c., which calls for continuous evaluation of existing practices and systems to improve outcomes and provide excellent, equitable service to the public. The amendment improves outcomes by clarifying existing or revised practices and provisions, by providing a fair procedure for acquisition of right-of-way, and by removing requirements which are redundant, of little effect, or disproportionate in impact to challenges presented in their implementation.

Staff finds this criterion has been met.

B. Consistency with Zoning and Development Code Standards. *The proposed Code Text Amendment is consistent with and does not conflict with or contradict other provisions of this Code.*

The proposed amendment corrects errors and creates no inconsistencies, conflicts, or contradictions with other provisions of the Zoning and Development Code.

Staff finds this criterion has been met.

C. Specific Reasons. *The proposed Code Text Amendment shall meet at least one of the following specific reasons:*

The proposed revisions to the Zoning and Development Code (ZDC) all meet specific reasons identified in this criterion for review. Each amendment is identified with its appropriate reason below.

a. To address trends in development or regulatory practices;
Not applicable.

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

The amendment modifies requirements for parking with short-term rental uses to address the challenge of providing for requisite parking when doing so in a driveway in front of the principal structure is presently precluded.

The amendment modifies requirements for shared driveways by replacing a requirement to dedicate shared driveways to abutting owners with dedication to a homeowners association and requiring that the declaration provide for maintenance. This addresses issues concerning responsibility for ownership and maintenance of the tracts and the shared driveways thereupon. The provision limiting the number of lots that may abut a shared driveway is removed. Fire access and safety are already assured by dimensional requirements, which are consistent with the adopted fire code.

The amendment modifies requirements for single-unit attached development by removing such uses from the applicability for the design standards which also apply to multi-unit development. The design standards in this section are appropriate to multi-unit residential but have been restrictive in their implementation to single-unit attached construction. The provision requiring that, in cases where the long axis of a building is perpendicular to the primary street, the portion of the structure facing the primary street shall be configured with at least one functioning entry and one or more transparent windows, is removed, as the functioning entry requirement is disproportionately burdensome for its impact, and the window requirement can be met by a trivial window and is therefore of little effect.

The amendment modifies requirements for outdoor storage, loading, and operations areas within the 24 Road Corridor by removing language concerning the location of such areas and the attractiveness of screening. The location requirements are more restrictive than standards applicable to underlying zone districts; however, the latter standards are demonstrably effective in protecting streetscapes and pedestrian traffic.

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

The amendment concerning Mixed-Use Downtown removes an obsolete reference to open space dedication.

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

The amendment concerning Planned Developments clarifies the correct lapse provisions.

The amendment concerning accessory uses and structures clarifies the correct performance standards.

The amendment concerning access to public streets clarifies the intent of presently ambiguous language regarding the provision of indirect access by codifying the specific circumstances under which such indirect access may be allowed.

Staff finds this criterion is met.

FINDING OF FACT AND RECOMMENDATION

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

In accordance with Section 21.02.050(d) of the Grand Junction Zoning and Development Code, the proposed text amendments to Title 21 and Title 25 are consistent with the Comprehensive Plan and the Zoning & Development Code Standards and meet at least one of the specific reasons outlined.

Therefore, the Planning Commission recommended approval excluding Section 21.09.060 concerning Open and Undeveloped Spaces that was remanded to staff for further revision. This section is not included in the proposed ordinance.

FISCAL IMPACT:

There is no direct fiscal impact for this item.

SUGGESTED MOTION:

I move to introduce and pass for publication in pamphlet form an ordinance amending sections of the Zoning and Development Code and 24 Road Corridor Design Standards (Title 21 and Title 25 of Grand Junction Municipal Code) regarding Planned Development, Mixed-Use Downtown District Specific Standards, Short-Term Rentals, Accessory Uses and Structures, Shared Driveways, Multi-Unit Design Standards, Access to Public Streets, and Service and Storage Areas in the 24 Road Corridor and set a public hearing for February 4, 2026.

Attachments

1. Draft Ordinance

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE AND 24 ROAD CORRIDOR DESIGN STANDARDS (TITLE 21 AND TITLE 25 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING PLANNED DEVELOPMENT, MIXED-USE DOWNTOWN DISTRICT SPECIFIC STANDARDS, SHORT-TERM RENTALS, ACCESSORY USES AND STRUCTURES, SHARED DRIVEWAYS, MULTI-UNIT DESIGN STANDARDS, ACCESS TO PUBLIC STREETS, AND SERVICE AND STORAGE AREAS IN THE 24 ROAD CORRIDOR

Recitals

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

Staff has identified items that inadvertently conflict with standard practice, have challenges with implementation, require correction, or could use additional clarification.

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

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

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

The following sections of the Zoning and Development Code and 24 Road Corridor Design Standards (Title 21 and Title 25 of the Grand Junction Municipal Code) are amended as follows (deletions ~~struck through~~, added language underlined):

21.02.050 APPLICATIONS REQUIRING A PUBLIC HEARING

...
(j) Planned Development.

...
(8) Planned Developments Approved Under Prior Codes.

(i) Intent. The City's intent is to continue to allow the development PDs approved under prior codes, determining that they remain valid under this Code subject to the lapse provisions of GJMC § 21.02.050(j)(79). To give effect to this intent, interpretation may be required to fully describe applicable terms and requirements and to avoid the continuance of shell PDs that cannot be fully implemented or developed.

...

21.03.060 MIXED-USE DISTRICTS.

...
(e) Mixed-Use Downtown (MU-3)

...
(4) District Specific Standards.

...
(ii) ~~Open Space. Applications for multifamily or mixed use developments in an MU-3 zone district shall be required to pay the in-lieu fee, as determined in GJMC § 21.05.030(a), rather than provide a land dedication.~~

...

21.04.030 USE-SPECIFIC STANDARDS

...
(d) Commercial Uses

...
(5) Short-Term Rentals (STR).

...
(iv) Occupancy.

...
(B) ~~A short term rental permit shall only be issued and/or renewed in a Residential zone district when an applicant demonstrates that there is one additional parking space for each bedroom above four bedrooms on the lot. No additional required parking may be located between the front facade of the principal structure and the public street or private access way.~~

...

21.04.040 ACCESSORY USES AND STRUCTURES

...
(c) General Standards for Accessory Uses and Structures.

...
(2) Performance Standards. Accessory structures or uses shall be constructed, maintained, and conducted in compliance with GJMC § 21.04.040(c)(2) 21.04.030(a).
...

21.05.020 REQUIRED IMPROVEMENTS – SHARED DRIVEWAY

...
(e) Multi-Modal Transportation System

...
(5) Shared Driveway (Autocourt)

...
(ii) Ownership. A shared driveway shall be platted in a tract dedicated to the homeowners association. The declaration shall address maintenance responsibility for the tract and shared driveway.

(A) ~~A shared driveway shall be owned and maintained by the owners of the parcels or lots that abut the shared driveway.~~

(B) ~~The shared driveway shall be platted in a tract dedicated to the property owners of the parcels that abut the shared driveway.~~

(iii) Access.

(A) ~~No more than five single-unit lots shall abut or touch any portion of the shared driveway and no more than five single-unit dwellings may utilize a single shared driveway.~~

...
(iv) Design.

(A) ~~Shared driveways shall be a minimum of 16 feet wide flowline to flowline and a maximum of 150 feet long.~~

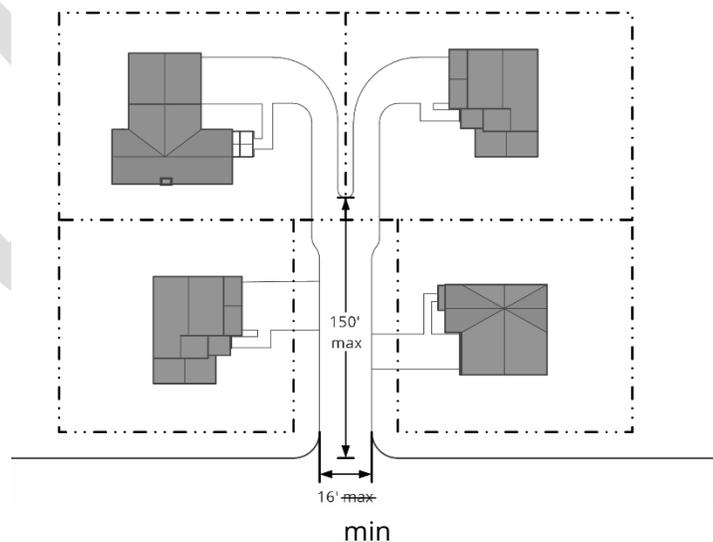


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21.05.050 RESIDENTIAL ATTACHED AND MULTI-UNIT DESIGN STANDARDS

...

(b) Applicability.

(1) New Development. This section applies to all new attached residential with three or more units, and all multi-unit development. This section does not apply to single-unit detached or duplex units, or to multi-unit uses composed of multiple individual dwelling units in separate buildings on the same lot.

...

(c) General Standards for All Residential Attached and Multi-Unit Development.

...

(d) Development with Three or More Principal Structures. In addition to GJMC § 21.05.050(c), these standards apply to all attached single-unit or multi-unit developments with three or more principal structures. For example, this would include a development with three rows of townhomes or three apartment buildings. These standards are applicable whether the units are designed for individual lots or not.

(2) Building Design Elements.

...

ii. In cases where the long axis of a building is perpendicular to the primary street, the portion of the structure facing the primary street shall be configured with at least one functioning entry and one or more transparent windows.

...

21.09.050 ACCESS, CIRCULATION, AND CONNECTIVITY

...

(b) Access to Public Streets. All lots shall have either direct or indirect access to a dedicated public road. Indirect access shall be provided by a shared drive, loop lane, parking lot, limited common element (tract), or private street, subject to the following:

(1) Access easements or tracts benefiting all lots with indirect access shall be provided on the plat. All lots shall have direct or indirect access to a dedicated public road. The creation of private streets is not permitted unless approved by City Council.

(2) Easements across lots shall be used to access not more than one lot with no street frontage. Easements over shared drives or loop lanes are not subject to this limitation. If the plat provides for indirect access (i.e., over intervening private drives), access easements or tracts benefiting all lots with indirect access shall be provided on the

~~recorded plat. Easements shall be used to access not more than one lot with no street frontage.~~

- ~~(3) The creation of private streets is not permitted unless approved by City Council. Single-unit attached dwellings and/or multi-unit dwellings with no street frontage or limited street frontage may be allowed by the Director provided access is reasonably and readily available for each dwelling unit through the use of private streets, shared drives, parking lots, and/or other specifically identified limited common elements.~~
- ~~(4) Single-unit residential lots may be located on a loop lane providing access to a public street, provided the loop lane complies with standards in GJMC § 21.05.020(e)(6).~~

...

TITLE 25 – 24 ROAD CORRIDOR DESIGN STANDARDS

25.03.060 SERVICE AND STORAGE AREAS (NONRESIDENTIAL AND MULTIFAMILY-UNIT RESIDENTIAL STRUCTURES)

To ensure that service and storage areas are functional while minimizing their visual impact on adjacent properties, parking and open space areas, public streets, walkways and trails, the following standards shall apply to nonresidential and multifamily-unit residential structures in the 24 Road Corridor:

(a) Outdoor storage, loading and operations areas shall be attractively screened from adjacent parcels and streets.

- ~~(1) Outdoor storage, trash collection and/or compaction, loading or other such uses shall be located in the rear of the lot. If because of lot configuration the Director determines that such placement is not feasible, then the side yard may be used, but in no case shall such area be located within 20 feet of any public street, public sidewalk or on-site pedestrian way.~~

INTRODUCED on first reading this 21st day of January 2026 and ordered published in pamphlet form.

ADOPTED on second reading this 4th day of February 2026 and ordered published in pamphlet form.

ATTEST:

Cody Kennedy
President of the City Council

Selestina Sandoval
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: January 21, 2026

Presented By: Matthew Smith, Chief of Police, Jeremiah Boies, Interim City Attorney

Department: City Attorney

Submitted By: Jeremiah Boies

Information

SUBJECT:

Introduction of an Ordinance to Extend the Prohibition on the Establishment of any New or Relocation of Existing Gaming Arcades or Gaming Uses within the City of Grand Junction and Setting a Public Hearing for February 4, 2026

RECOMMENDATION:

Introduction and first reading of an ordinance to extend the prohibition of any new or relocation of existing Gaming Arcades or Gaming Uses within the City of Grand Junction and setting a Public Hearing for February 4, 2026.

EXECUTIVE SUMMARY:

By and with Ordinance 5125 the City Council adopted a moratorium disallowing the operation of skilled gaming businesses in the City. Since the adoption of that Ordinance, the Grand Junction Police Department (GJPD) has investigated numerous complaints involving a number of skilled gaming businesses that were engaged, or alleged to be engaged, in illegal activities while the business(es) contended that they were lawful. The GJPD's investigations resulted in many criminal cases being filed with multiple convictions. The criminal process resulted in multiple convictions for operation of gambling premises under state law. This Ordinance serves to extend the moratorium for an additional year as certain lawsuits proceed in order to better inform the City's response to this issue.

BACKGROUND OR DETAILED INFORMATION:

By and with Ordinance 5125 the City Council adopted a moratorium disallowing the operation of skilled gaming businesses in the City. Since the adoption of that Ordinance, the Grand Junction Police Department (GJPD) has investigated numerous complaints involving a number of skilled gaming businesses that were engaged, or alleged to be engaged, in illegal activities while the business(es) contended that they

were lawful. The GJPD's investigations resulted in many criminal cases being filed with multiple convictions. The criminal process resulted in multiple convictions for operation of gambling premises under state law. Even with robust enforcement under the state's gambling law, one establishment is still operating under an asserted legal theory that the operation complies with state simulated gambling law through a technicality, and/or the operation uses machines that operate under the state's sweepstakes law, C.R.S. § 6-1-802, *et seq.*

Since the adoption of Ordinance 5125, the City Attorney's Office, the Grand Junction Police Department, and the City's Community Development Department have evaluated and are further developing potential regulations concerning licensure and zoning, together with exploring other avenues to address the impacts of the businesses, including coordination with the State, on the community.

The games typically offered by these businesses are video machines, similar to video slot machines, where the player may win money, cryptocurrency, or other value. Because the machine(s) used simulate gambling, the law is not yet clear if they are subject to regulation and control under Colorado law. In Grand Junction, many of the businesses brought problems of increased crime, no public health oversight, and no regulation of the flow of money. Due to the complexity of the problems the businesses create and the fact that mitigation of those problems requires a multi-disciplinary approach, which is not yet complete, the City Council finds that it is in the best interest of the public health, safety, and welfare of Grand Junction and its people that the moratorium disallowing new skilled gaming businesses be extended as provided for herein.

The moratorium enacted by Ordinance 5125 was extended for an additional year each in Ordinance 5199 and again with Ordinance 5248. The moratorium is due to expire on March 24, 2026.

City staff and the City Attorney's Office have been diligent in researching ways to regulate or control the growth and detrimental effects these businesses create on surrounding communities. Other Colorado cities have enacted various forms of licensure, zoning or prohibitions. However, in 2025, a plaintiff filed litigation against the City and several other Colorado cities for the enforcement of various forms of regulation, enforcement, and prohibition. Those cases are pending in court. It is not the intent that this moratorium run indefinitely. At this time, staff and the City Attorney believe it is in the best interest of the City to let these court cases develop to understand the legal ramifications of these regulations, zoning, and prohibition choices before the City of Grand Junction chooses the proper course. These cases are anticipated to have key decisions made by the court in 2026. Therefore, staff and the City Attorney recommend that this moratorium be extended for an additional year.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to introduce on first reading and pass for publication in pamphlet form an Ordinance to extend the prohibition of any new or relocation of existing Gaming Arcades or Gaming Uses within the City of Grand Junction and set a public hearing for February 4, 2026.

Attachments

- 1. ORD-Gaming Moratorium Extended 01082026 (2)

1 CITY OF GRAND JUNCTION, COLORADO

2 ORDINANCE NO. XXXX

3 ENACTING A MORATORIUM WITH FINDINGS, INTENT AND PURPOSE TO EXTEND THE
4 PROHIBITION ON THE ESTABLISHMENT OF ANY NEW OR RELOCATION OF EXISTING
5 GAMING ARCADES OR GAMING USES WITHIN THE CITY OF GRAND JUNCTION;
6 PROVIDING THAT THE MORATORIUM SHALL BE IN EFFECT FOR A PERIOD WHICH SHALL
7 TERMINATE AT THE EARLIEST OF THE CITY'S ADOPTION OF FURTHER AMENDMENT(S) TO
8 TITLE 21 AND/OR TITLE 9 OF THE GRAND JUNCTION MUNICIPAL CODE REGARDING
9 SKILLED GAMING AND/OR GAMING ARCADES OR THE EXPIRATION OF 365 DAYS FROM
10 THE EFFECTIVE DATE OF THIS ORDINANCE.

11 RECITALS:

12 By and with Ordinance 5125 the City Council adopted a moratorium disallowing the
13 operation of skilled gaming businesses in the City. Since the adoption of that
14 Ordinance the Grand Junction Police Department (GJPD) has investigated numerous
15 complaints involving a number of skilled gaming businesses that were engaged, or
16 alleged to be engaged, in illegal activities while the business(es) contended that they
17 were lawful. The GJPD's investigations resulted in many criminal cases being filed with
18 multiple convictions. The criminal process resulted in multiple convictions for operation
19 of gambling premises under state law. Even with robust enforcement under the state's
20 gambling law, one establishment is still operating under an asserted legal theory that
21 the operation complies with state simulated gambling law through a technicality,
22 and/or the operation uses machines that operate under the state's sweepstakes law,
23 C.R.S. § 6-1-802, *et seq.*

24 Since the adoption of Ordinance 5125 the City Attorney's Office, the Grand Junction
25 Police Department, and the City's Community Development Department have
26 evaluated and are further developing potential regulations concerning licensure and
27 zoning together with exploring other avenues to address the impacts of the businesses,
28 including coordination with the State, on the community.

29 The games typically offered by these businesses are video machines, similar to video
30 slot machines, where the player may win money, cryptocurrency, or other value.
31 Because the machine(s) used simulate gambling, the law is not yet clear if they are
32 subject to regulation and control under Colorado law. In Grand Junction many of the
33 businesses brought problems of increased crime, no public health oversight, and no
34 regulation of the flow of money. Due to the complexity of the problems the businesses
35 create and the fact that mitigation of those problems requires a multi-disciplinary
36 approach which is not yet complete, the City Council finds that it is in the best interest
37 of the public health, safety and welfare of Grand Junction and its people that the
38 moratorium disallowing new skilled gaming businesses be extended as provided for
39 herein.

40 The moratorium enacted by Ordinance 5125 was extended for an additional year each
41 in Ordinance 5199 and again with Ordinance 5248. The moratorium is due to expire on
42 March 24, 2026.

43 City staff and the City Attorney's Office have been diligent in researching ways to
44 regulate or control the growth and detrimental effects these businesses create on
45 surrounding communities. Other Colorado cities have enacted various forms of
46 licensure, zoning or prohibitions. However, in 2025, a plaintiff filed litigation against the
47 City and several other Colorado cities for enforcement of various forms of regulation,
48 enforcement, and prohibition. Those cases are pending in court. It is not the intent that
49 this moratorium run indefinitely. At this time, staff and the City Attorney believe it is in the
50 best interest of the City to let these court cases develop to understand the legal
51 ramifications of these regulations, zoning, and prohibition choices before the City of
52 Grand Junction chooses the proper course. These cases are anticipated to have key
53 decisions made by the court in 2026. Therefore, staff and the City Attorney recommend
54 that this moratorium be extended for an additional year.

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

56 1) The Recitals are incorporated herein and in light of the same, and based on
57 the record of the hearing and adoption of this Ordinance, the City Council
58 finds that the establishment of any new or relocation of any existing *Gaming*
59 *Arcade(s)* (aka skilled gaming business) that offer or provide at any location,
60 including a business, residence or private club, that is owned, leased, or
61 otherwise possessed, in whole or in part, by a person or by that person's
62 partners, affiliates, subsidiaries, agents, or contractors which features (i) slot
63 machine(s), (ii) gambling device(s), (iii) simulated gambling device(s), or (iv)
64 any mechanical, electrical, video, electronic, or other device, contrivance or
65 machine which after insertion or conveyance of a coin, debit card, credit
66 card, cash, token or similar object or upon payment of any required
67 consideration whatsoever by a player, is available to be played or operated,
68 and which, whether by reason of the skill of the player or application of the
69 element of chance, or both, may deliver or entitle the player operating the
70 machine to receive monetary compensation and/or redeemable game
71 credits, or any other thing of value. This definition expressly includes 'fish
72 game' 'fish game table' 'fish game gambling table' however denominated
73 that consists of a tabletop electronic display with one or more stations
74 featuring buttons, joysticks, or other control(s) that delivers to the player cash,
75 cash premiums, redeemable game credits or any other thing of value for
76 successful play, whether the redeemable payout is made from the machine,
77 another machine, or from an employee of the business) is(are) temporarily
78 prohibited within the City of Grand Junction, Colorado as provided in this
79 Ordinance.

80 This definition and prohibition expressly excludes any business location which
81 features bona fide amusement devices that pay nothing of value, cannot be

82 adjusted to pay anything of value, provide only unredeemable free games,
83 or provide only tickets redeemable for nonmonetary prizes consisting of toys
84 or novelties of nominal value; crane games; BINGO operations, coin-
85 operated music machines; or any bona fide amusement device authorized
86 within restaurants by C.R.S. 44-3-103(47).

87
88 2) In the City's experience as described in the record of the hearing and
89 adoption of this Ordinance, *Gaming Arcade(s)*/skilled gaming establishments
90 tend to give rise to blighting and deterioration of the areas in which they are
91 located. Instances of blight and deterioration include increased property
92 crimes, drug and other legal and illegal substance(s) being sold and abused
93 at and/or near the businesses, gambling, and acts of violence.

94
95 3) In an effort to respond to and otherwise work against blight and deterioration
96 that the City has found to be associated with *Gaming Arcade(s)* the City
97 Council finds that it is necessary to preserve the public health, safety, morals,
98 and general welfare of the residents and businesses of the City to afford
99 additional time for the current prosecutions and/or appeals to be resolved
100 and to allow the City staff additional time to evaluate the impact of *Gaming*
101 *Arcades*, to determine and recommend to City Council whether such uses
102 are legal and, if so, whether those uses may be appropriately sited within the
103 City with appropriate regulation, whether by buffering, zoning and permitting,
104 or any other lawful means as to prevent the specific erosion of the character
105 of affected neighborhoods and the City in general, or whether such uses are
106 or should be prohibited.

107
108 4) Imposition of Moratorium. A moratorium period is hereby declared on all new
109 establishments not in existence and/or the relocation of existing
110 establishments as of [DATE (THE EFFECTIVE DATE OF THIS ORDINANCE)],
111 constituting *Gaming Arcade(s)* (aka skilled gaming businesses), Slot
112 Machine(s), Gambling Device(s) and Simulated Gambling Device(s) (as the
113 same are defined in GJMC or Colorado law) from the effective date of this
114 Ordinance, [DATE], for the period of three hundred sixty-five (365) days to
115 [DATE] (inclusive), or until further action of the City Council ending, modifying
116 or extending this moratorium, whichever occurs first. Such further action shall
117 be taken accordingly by ordinance of the City Council. No applications
118 pertaining to sales and use tax, amendments to the official zoning map, site
119 development, liquor license, sign permit, building permit, any development
120 permit, or renewal or transfer of any of the aforementioned shall be
121 accepted for review by the City for the moratorium period as defined herein
122 and that any violation shall be prosecuted to the fullest extent of the law.

123

124 Introduced on first reading this 21st day of January 2026 and ordered published in
125 pamphlet form.

126

127 Adopted on second reading this _____ day of February 2026 and ordered published in
128 pamphlet form.

129

130 _____
131 Cody Kennedy
132 President of the City Council

133 _____
134 _____
135 Selestina Sandoval
136 City Clerk

137

DRAFT



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: January 21, 2026
Presented By: Jenna Gorney, Senior Planner
Department: Community Development
Submitted By: Jenna Gorney, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance to Amend the Comprehensive Plan from Residential High to Mixed Use for 3.72 Acres Located at 377 and 379 29 Road and Setting a Public Hearing for February 4, 2026

RECOMMENDATION:

The Planning Commission heard this item at its December 23, 2025 meeting and voted (6-0) to recommend approval.

EXECUTIVE SUMMARY:

The Property Owner, Sunshine of Delta, Inc. is requesting a Comprehensive Plan Amendment from the Residential High land use designation to the Mixed Use designation for properties located at 377 and 379 29 Road on 3.72 acres. This request is accompanied by a subsequent rezone request of the same 3.72 acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2). The subject properties are currently vacant.

BACKGROUND OR DETAILED INFORMATION:

The Property Owner, Sunshine of Delta Inc., is requesting a Comprehensive Plan Amendment from the Residential High land use designation to the Mixed Use designation and a subsequent rezone from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2) for property located at 377 and 379 29 Road on 3.72 acres. The Comprehensive Plan Amendment and the subsequent Rezone request will be considered as separate action items.

The Applicant is proposing the change to allow for a more diverse range of development options.

The primary land uses within the requested Mixed Use land use designation include smaller-lot single-unit attached housing and higher-density multi-unit residential development as well as a broad range of commercial uses. The Comprehensive Plan Amendment encompasses the Residential High land use possibilities but allows additional possibilities that are consistent and support the land uses in the area along 29 Road, which is a principal arterial carrying local residents and others from Hwy 50 on the south to Patterson Road on the north.

The allowable residential density across the zone districts of RH-16, RH-24, MU-1, and MU-2, which implement the requested Mixed Use designation, ranges from a minimum of 12 units per acre to an upper limit only defined by the bulk and development standards applicable to each zone district. The Mixed Use designation also permits the range of Public Open Space and Planned Development zone districts, P-1, P-2, and PD.

Surrounding properties include the Residential Medium land use designations to the west, south, and east, and Mixed Use designated properties to the immediate north and encompassing the intersection at 29 Road and D Road. Beyond those Residential Medium zones to the south lies pockets of Residential Low. To the north much of the area is designated Mixed Use between the 29 Road intersection and I70B.

The zoning map reflects that much of the surrounding area still exists in the County, including those properties that lie directly east of 29 Road, property to the west, and much of the area to the south. Adjacent property to the north is zoned MU-2 as well as property on the northeast corner of the 29 Road and Riverside Parkway intersection.

The subject site is proximate to a range of surrounding land uses. To the north, Munchies restaurant and several general commercial establishments are located along the 29 Road corridor. The intersection of 29 Road and D Road contains two gas stations situated on opposite corners, with Colorado Mesa University's Electric Line Worker Program Facility occupying the northwest corner. To the south, existing single-unit residential units are present, while additional medium-density residential developments are located nearby. A mining facility is also located nearby, and to the east.

The subject properties have sewer service and all other urban amenities needed to support the full range of development options. These existing services also include a built-out sidewalk along 29 Road and an established crosswalk at Zami Drive, both part of the Active Transportation Corridor (ATC) linking pedestrian and bicycle traffic to additional commercial uses to the north.

The Applicant is requesting to amend the Comprehensive Plan land use map from Residential High to Mixed Use creating consistency with the established land use pattern of the adjacent properties to the north. Like the surrounding area, the subject properties are located within the Tier 1 category on the Intensification and Growth Tiers Map of the Comprehensive Plan which classifies this location as a high priority urban

infill area.

NOTIFICATION REQUIREMENTS

A Neighborhood Comment Meeting regarding the proposed Comprehensive Plan Amendment and the subsequent Rezone request was held on July 22, 2025 in accordance with Section 21.02.030(c) of the Zoning and Development Code (ZDC). The Applicant, Applicant’s representative and City staff were in attendance. No members of the public attended. Notice was completed consistent with the provisions in Section 21.02.030(g) of the ZDC. The subject properties were posted with an application sign on August 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 December 12, 2025. The notice of the Planning Commission public hearing was published December 13, 2025 in the Grand Junction Daily Sentinel.

ANALYSIS

Comprehensive Plan Land Use Map Amendment

The Residential High and Mixed Use land use designations are intended to fulfill distinct and different purposes.

The Residential High designation is intended to provide neighborhoods with greater density than typical suburban areas, with more than 12 dwelling units per acre. This category encourages a variety of housing forms by permitting the full range of development options across its implementing zone districts, including single unit detached, multi-unit, and townhomes.

The primary land uses intended for this designation is residential as well as small-scale home-based businesses that support modern, flexible lifestyles. This designation also contemplates a range of secondary uses intended to support the residential community. These include accessory dwelling units, shared common space, parks, schools, places of worship, and other public or institutional facilities. Neighborhood-scale retail or services are also permitted, but only as complementary uses that serve the immediate local population.

Residential High areas are generally located near major corridors, active transportation corridors, and within walking distance of key services and amenities, making them highly accessible and convenient for residents. The purpose is to ensure that residents of dense housing neighborhoods have access to essential services without traveling long distances. These areas are meant to feel residential in character but with embedded conveniences, creating livable, compact communities that still maintain a strong focus on housing.

The Mixed Use land use designation differs in both scope and intent. While it also permits higher-density housing, with a minimum of 12 units per acre, it places equal if not greater emphasis on commercial, retail, and employment-oriented uses meant to provide a blend of activity including shopping, dining, workplaces, services, and

housing all within the same area. These districts are also strategically located along major transportation corridors serving not just immediate residents but also the broader community. Mixed Use areas are characterized by higher intensity development, pedestrian-friendly design, and strong connections to transit. Housing in these areas tends to be integrated with commercial activities, often in the form of apartments above ground-floor retail or clustered near offices and service uses.

The Mixed Use designation shifts the balance significantly by incorporating a more intentional blend of housing, commerce, and community functions. Its primary uses go well beyond residential to include commercial, retail, employment, and service-oriented activities in addition to higher-density housing. This approach establishes areas that are not only places to live but also destinations for work, shopping, and entertainment. The secondary uses for the Mixed Use designation mirror those of the Residential High designation (parks, schools, places of worship, and public or institutional functions) but in Mixed Use, these play a supportive role in serving both residents and visitors drawn to the district's broader mix of commercial activities. The character of Mixed Use areas reflects this diversity.

Unlike Residential High, where commercial activity is permitted only at a small neighborhood scale, Mixed Use actively encourages a balanced coexistence of residential and commercial functions.

The zone districts that implement both the Residential High and Mixed Use land use designations include RH-16, RH-24, P-1, P-2, PD, and MU-1 zone Districts. The Mixed Use designation however builds upon that and includes the MU-2 and MU-3 zone districts.

Review Criteria

The criteria for review of the request are set forth in Section 21.02.050(e)(4)(iii) of the Zoning and Development Code, which provides that the Planning Commission and City Council shall review a Comprehensive Plan Amendment request in light of the following criteria. The applicant's evaluation of the criteria can be found within their Project Report. Staff evaluation of the criteria is below.

(A) The existing Comprehensive Plan and/or any related element thereof requires the proposed amendment; and

The current Residential High Land Use designation is implemented by the zone districts of RH-16, RH-24, MU-1 and P-1, P-2 and PD.

The proposed MU-2 zone district considered in the subsequent application is not an implementing zone district of the existing Residential High Land Use designation and, as such, would not be supported by the Comprehensive Plan.

However, in considering an amendment to the Comprehensive Plan's Land Use designation in this location, Chapter 2 of the Plan provides guidance on how and where the City should grow in the future.

Plan Principle 2.1.a – *Resilient and Diverse Economy* – calls on the City to support economic diversification by proactively anticipating future evolution. Extending the Mixed Use designation in this location would allow for a broader range of commercial activity within an area where the City is already anticipating directed growth. This anticipated growth is evidenced by the City’s investment in the 29 Road Active Transportation Corridor, as well as the existing property designated as Mixed Use immediately north of the subject parcels. Directing growth to areas where infrastructure and utilities already exist and can support infill development is also a core tenet of Plan Principle 3 and its discussion of guided growth.

To achieve such diversification, Plan Principle 2.3.f directs the City to continue identifying and pursuing ways to reduce barriers to entry for new businesses. Providing additional property along an established major corridor creates opportunities for new businesses to start and thrive.

Staff finds that this criterion has been met.

B. The community or area will derive benefits from the proposed amendment; and/or While high-density housing is an important land use category, the Mixed Use designation provides greater flexibility to deliver both residential opportunities and essential services in a form that strengthens the surrounding neighborhood. Because this property is located along a major corridor and identified as part of an Active Transportation Corridor, its redevelopment potential is uniquely positioned to serve as a local hub. Higher-density housing alone, while valuable, would not maximize the potential to meet broader community needs. A Mixed Use designation ensures that residential living is complemented by access to retail, employment, and services, reducing the need for residents to rely exclusively on cars for everyday needs.

While a broad swath of Mixed Use designated property lies north of the 29 Road intersection, much of that property is still within County jurisdiction. Currently, the immediate area lacks access to goods and services aside from two nearby gas stations. Reclassifying the subject property to Mixed Use would enable the integration of neighborhood-scale retail, grocery, healthcare, childcare, dining, and service-oriented businesses that directly support surrounding households. This not only improves convenience for existing and future residents but also enhances the area’s overall livability and resilience. Importantly, the addition of these uses would strengthen the function of the Active Transportation Corridor

The corridor context also supports a land use strategy that places services and housing in close proximity. Mixed Use development can act as a transitional land use, buffering higher-intensity corridor activity from adjacent residential areas in a way that Residential High alone cannot. By concentrating activity along 29 Road, the city can reduce development pressure on smaller residential streets while still capturing the benefits of increased density and investment. Furthermore, mixed-use development tends to generate a stronger tax base per acre than purely residential projects, creating

long-term fiscal benefits that can be reinvested in public infrastructure, schools, parks, and transportation improvements.

Reclassifying the property from Residential High to Mixed Use transforms the site into a community hub. By leveraging transit access, active transportation connections, and corridor visibility, the change helps fill service gaps, support economic development, and create the foundation for a neighborhood that accommodates a broader range of uses that a Residential High designation would not allow.

Another key rationale for changing this property from Residential High to Mixed Use is rooted in the fundamental principle of land use compatibility. A designation whose primary focus is residential is not ideally suited for major corridors, which are by nature higher-intensity environments with traffic, visibility, and commercial demand. Major corridors are designed to carry significant volumes of vehicles, transit, bicycles, and pedestrians, and they function as gateways for activity and access.

From a community benefit perspective, the change allows the corridor to perform its role as both a transportation route and an activity center. Residential High development would concentrate people along the corridor but fail to provide them with immediate access to goods, services, or employment. Mixed Use, by contrast, leverages the corridor's visibility and accessibility to place everyday needs where people already live and travel. This shift ensures that the corridor frontage has businesses, services, and public spaces rather than long blocks of residential facades.

Staff finds that this criterion has been met

C. The amendment will be consistent with the vision, goals, principles, and policies of the Comprehensive Plan and the elements thereof.

The property is located on a major corridor, an Active Transportation Corridor (ATC), and is in direct proximity to a designated Neighborhood Center at the 29 Road and Riverside Parkway intersection, all of which the Plan identifies as appropriate locations for more mixed-use focused development.

Shifting to Mixed Use in this location supports Comprehensive Plan Sections 3.6.b and 3.6.c. which calls for a mix of uses in Neighborhood Centers that are diverse and walkable.

From a balanced growth management perspective, changing the property's designation from Residential High to Mixed Use is consistent with the One Grand Junction Comprehensive Plan, particularly under the Tier 1 Growth Plan. Tier 1 areas are identified for urban infill and redevelopment, where infrastructure and services are already in place, making them ideal for more intensive land uses. Transitioning to Mixed Use at this site supports that strategy, encouraging corridor revitalization and more intense activity where it is most appropriate. Housing would still remain a permitted use, but the new designation would diversify options, allowing multi-family and attached units alongside offices, restaurants, and shops. This vision also aligns with the Plan's

call for strong neighborhoods and housing choices in Chapter 2 – Plan Principal 5.3.d., where residents have walkable access to daily needs including parks, grocers, and cafes.

The change would also reflect the Comprehensive Plan’s focus on economic resiliency and diversification discussed in Plan Principal 2 – Economic Diversification by introducing a mix of services and businesses into areas previously designated for housing alone.

Therefore, staff finds that this criterion has been met.

RECOMMENDATION AND FINDING OF FACT

After reviewing the Comprehensive Plan Amendment CPA-2025-502 requesting an Amendment from Residential High to Mixed Use for the property located at 377 and 379 29 Road, the following finding of fact have been made.

- 1. The request has met the Comprehensive Plan Amendment criteria in Section 21.02.050(e)(4)(iii) of the Zoning and Development Code.

The Planning Commission recommended approval.

FISCAL IMPACT:

There is no direct fiscal impact associated with this request.

SUGGESTED MOTION:

I move to introduce and pass for publication an Ordinance amending the Comprehensive Plan from Residential High to Mixed Use for property located at 377 and 379 29 Road and set a public hearing for February 4, 2026.

Attachments

- 1. 1. Exhibit 1 - Development Application
- 2. 2. Exhibit 2 - Neighborhood Meeting Documents
- 3. 3. Exhibit 3 - Maps
- 4. 6. Exhibit 6 - Planning Commission Minutes - 2025 - Dec 23 - DRAFT
- 5. 5. Exhibit 5 - DRAFT CPA 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: Comprehensive Plan Amendment

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

Existing Land Use Designation: <u>Residential High</u>	Existing Zoning: <u>RM-12</u>
Proposed Land Use Designation: <u>Mixed Use</u>	Proposed Zoning: <u>MU-2</u>

Property Information

Site Location: 377 and 379 29 Rd, Grand Junction CO 81501 Site Acreage: 3.72 acres

Site Tax No(s): 2943-191-56-002 and 2943-191-00-161 Site Zoning: RM-12

Project Description: An application for a Comprehensive Plan Amendment requesting a Land Use Designation change from Residential High to Mixed Use and a Rezoning application from RM-12 (Residential Medium - 12) to MU-2 (Mixed-Use Light Commercial) for 3.73 acres

Property Owner Information

Name: Sunshine of Delta, Inc

Mailing Address: PO Box 516

City/State/Zip: Fruita, CO 81521

Business Phone #: 970-270-9807

E-Mail: moir28@gmail.com

Fax #: _____

Contact Person: John Moir

Contact Phone #: 970-270-9807

Applicant Information

Name: Sparky Moir

Mailing Address: PO Box 516

City/State/Zip: Fruita, CO 81521

Business Phone #: 970-260-7703

E-Mail: moirsd@gmail.com

Fax #: _____

Contact Person: Sparky Moir

Contact Phone #: 970-260-7703

Representative Information

Name: Sparky Moir

Mailing Address: PO Box 516

City/State/Zip: Fruita, CO 81521

Business Phone #: 970-260-7703

E-Mail: moirsd@gmail.com

Fax #: _____

Contact Person: Sparky Moir

Contact Phone #: 970-260-7703

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: 8/15/2025

Signature of Legal Property Owner:  Date: 8/15/2025

Application for Comprehensive Plan Amendment

This document is a formal application from Sunshine of Delta, Inc. for a Comprehensive Plan Amendment and subsequent rezone request for property located at 377 29 Rd and 379 29 Rd, Grand Junction, CO 81501.

The request is for a change to the City of Grand Junction's Comprehensive Plan Land Use Designation Map for the properties from Residential High to Mixed Use. Additionally, the Comprehensive Plan Amendment request is accompanied by a request to rezone the properties from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2).

A. Applicant and Property Information

- **Applicant Name(s):** Sunshine of Delta, Inc.
- **Contact Information:** John Moir, moir28@gmail.com
- **Property Address:** 377 29 Rd and 379 29 Rd, Grand Junction, CO 81501
- **Assessor's Parcel Number(s):** 2943-191-00-161 and 2943-191-56-002
- **Location:** The parcels are located on the west side of 29 Road, between Zami Drive and Florida Street, just south of Riverside Parkway.
- **Acreage:** The parcels are approximately 3.73 acres. 377 29 Road is approximately 2.2 acres, and 379 29 Road is approximately 1.51 acres.
- **Current Comprehensive Plan Designation:** Residential High
- **Current Zoning:** RM-12
- **Requested Amendment and Rezone:** The applicant requests an amendment to the Grand Junction Comprehensive Plan's Future Land Use Map to designate the subject property as Mixed Use. Concurrently, the applicant requests a rezone of the property, which totals approximately 3.73 acres, from the current RM-12 (Residential Medium 12) to MU-2 (Mixed-Use Light Commercial).

B. Public Benefit

The proposed Comprehensive Plan Amendment to Mixed-Use is a strategic update that allows the City of Grand Junction to fully implement the core tenets of its Comprehensive Plan along the critical 29 Road corridor. This amendment provides a powerful public benefit by serving as a catalyst for economic vitality, housing diversity, and efficient land use management.

In direct alignment with the goals of the City's Comprehensive Plan, amending the land use designation to Mixed-Use would benefit the community by facilitating:

- **Economic Resilience and Job Diversification:** This amendment directly supports the Plan's strategic shift toward a resilient economy (Plan Principle 2). The City recognizes the importance of "reprogramming key areas into mixed use areas" to include more residential and experiential uses (Chapter 2, Plan Principle 2, p. 16). The amendment provides that opportunity along the major corridor of 29 Road, maximizing investment where infrastructure is already established.
- **Creation of Integrated, Multi-Modal Neighborhood Centers:** By moving from a high-density residential-only designation to a Mixed-Use center, the amendment supports the vision of creating walkable, local centers where residents can access daily needs, retail, office services, and housing. This concentration of uses reduces vehicle miles traveled and actively promotes bicycle and pedestrian mobility, aligning with the Plan's sustainability and transportation goals (Plan Principle 6).
- **Efficient Urban Infrastructure Utilization:** The transition to a higher-intensity, mixed-use environment maximizes the efficient use of existing, robust public infrastructure (water, sewer, utilities) already established along 29 Road. This supports smart growth principles (Plan Principle 3) by directing investment and density where infrastructure capacity is highest.
- **Harmonious Land Use Transition (The Feathering Effect):** The Mixed-Use designation creates a vital and intentional buffer and transition zone between the intense commercial nodes further north and the established lower-density residential neighborhoods to the south and east. This "feathering effect" ensures development is harmonious, preventing abrupt transitions and preserving the long-term integrity of adjacent residential character.

C. Neighborhood Meeting

1. A neighborhood meeting was held **on July 22, 2025**. A summary of the meeting is included with this submittal.

D. Project Compliance, Compatibility and Impact

1. **Adopted plans and/or policies:** The project, if approved, will develop in compliance with the City of Grand Junction Municipal Code and Comprehensive Plan. Application for Rezone is being submitted for review concurrently with this Comprehensive Plan Amendment.
2. **Land use in the surrounding area:** The uses contained within the surrounding area are a mixture of mixed-use commercial, Planned Unit Development, and Mesa County zoned Residential Single Family – Rural zoning (RSF-R).
3. **Site access and traffic patterns:** The parcels have direct access to 29 Road. Traffic in the mixed-use land designation is anticipated to be within the acceptable capacity of 29 Road.
4. **Availability of utilities:** The subject parcel is served by the following:
 - Ute Water

- City of Grand Junction Sewer: Conditions remain unchanged for the easement that runs through the south edge of 377 29 Rd.
 - Xcel Energy (gas and electric)
 - Grand Valley Power (electric)
 - Grand Valley Irrigation Company
 - Grand Valley Drainage District
 - City of Grand Junction Fire
 - Charter/Spectrum (Cable)
 - CenturyLink/Lumen (Phone)
5. **Special or unusual demands on utilities:** There will be no special or unusual demands on utilities because of the project.
 6. **Effects on public facilities:** The comprehensive plan amendment will have no adverse effect on public facilities.
 7. **Hours of operation:** The hours of operation will be typical of commercial businesses.
 8. **Number of employees:** This criterion is not applicable for this submittal.
 9. **Signage:** This criterion is not applicable for this submittal.
 10. **Site Soils Geology:** This criterion is not applicable for this submittal.
 11. **Impact of project on site geology and geological hazards:** None are anticipated.

E. Response to Review Criteria for Comprehensive Plan Amendments

As required by the Grand Junction Zoning and Development Code, this application addresses the specific review criteria for a Comprehensive Plan Amendment. The proposed changes are a logical and beneficial evolution for the property and the surrounding area.

**Review Criteria from Grand Junction Zoning and Development Code Section
21.02.050(e)(4)(iii)**

This application specifically addresses the review criteria for Comprehensive Plan Amendments as outlined in Section 21.02.050(e)(4)(iii) of the Grand Junction Zoning and Development Code.

(A) The existing Comprehensive Plan and/or any related element thereof requires the proposed amendment.

The current Residential High designation must be changed to Mixed-Use to facilitate the concurrent rezone request to Mixed-Use Light Commercial (MU-2). Per the existing Comprehensive Plan, both parcels have a future land use of Residential High. The applicant requests the Mixed-Use designation to align the 3.73 acres with the evolving commercial and mixed-use character of the 29 Road corridor.

Reviewing development of the surrounding properties confirms that a land designation amendment to Mixed-Use would be in accordance with the neighboring uses. The current development pattern—including multiple MU-2 zoned properties to the north along Zami Drive (developed as a gas station and restaurant), and a gas station to the northeast—confirms a clear shift towards a commercial and mixed-use character along the 29 Road and Riverside Parkway corridors.

The proposed Amendment to Mixed Use is necessary to reflect the existing and future character of the area. It will create a critical "feathering effect," ensuring a smooth transition from the higher-intensity MU-2 and Planned Development (PD) areas to the north and west down toward the lower-density Mesa County zoned Residential Single Family - Rural (RSF-R) areas to the south and east. This measured transition gracefully transitions between various intensities of use, rather than an abrupt change from commercial activity to residential homes.



(B) The community or area will derive benefits from the proposed amendment.

The community will derive significant, quantifiable benefits from the proposed amendment. This amendment supports the integrity of the area by creating a logical "feathering effect" or transition zone. This transition, which is designed to gradually decrease building heights and intensity as uses move away from the major arterial, is key to protecting the long-term investment of surrounding residential neighborhoods while simultaneously unlocking economic and housing potential along the major corridor. This approach optimizes land use and promotes neighborhood stability.

(C) The amendment will be consistent with the vision, goals, principles, and policies of the Comprehensive Plan and the elements thereof.

The amendment is wholly consistent with, and actively implements, the most progressive goals and policies of the One Grand Junction Comprehensive Plan, specifically those detailed in Chapter 4: Area-Specific Policies and Chapter 2: Plan Principles. The shift from a single-use residential designation to a Mixed-Use designation provides a direct mechanism to achieve:

- **Economic Vitality:** (Chapter 2, Plan Principle 2) The MU-2 district’s flexibility encourages commercial activity and job creation, directly supporting the plan's goal to foster regional economic competitiveness and establish Grand Junction as a regional employment center.
- **Housing Diversity:** (Chapter 2, Plan Principle 5) Integrating multi-family housing options within a Mixed-Use setting addresses the plan’s critical need to provide diverse, attainable housing choices near employment centers, reducing commuting times and costs.
- **Walkability and Connectivity:** (Chapter 2, Plan Principle 6) The MU-2 designation requires development to be comfortably accessible via all modes of transportation— motor vehicles, bicycles, and walking. By placing services and housing along 29 Road, this amendment promotes the Comprehensive Plan’s objective to promote walkability and multi-modal transportation.

F. Adequacy of Public Facilities and Services

The property is strategically located with access to adequate public facilities and services, ensuring any future development will not overburden the city's infrastructure.

Any future development will be designed to manage stormwater appropriately, and its density is within the capacity of the city’s existing utility systems. No special or unusual demands on utilities are anticipated.

G. Inadequate Supply of Suitably Designated Land

There is a demonstrated need for more suitably designated land to accommodate the type of mixed-use development envisioned by the Comprehensive Plan. While the City has made progress in creating these types of areas, there remains a demand for integrated residential and commercial spaces that are not met by the existing supply of land with the Mixed-Use designation. Due to its location along the transportation corridor of 29 Road, the commercial opportunities represented by amending the land use of these parcels are abundant. The Comprehensive Plan Amendment will help address the demand for integrated residential and commercial spaces and support the city’s proactive growth strategy.

H. Proposed Project Narrative

The applicant intends to provide the opportunity to develop the property as a mixed-use project. The final number of residential units and square footage of commercial space will be determined through subsequent site plan review.

I. Summary

The proposed Comprehensive Plan Amendment and rezone from RM-12 to MU-2 are a logical and beneficial change that is fully consistent with the goals and policies of the Grand Junction

Comprehensive Plan. The proposal provides significant public benefits by creating a vibrant, walkable, and economically diverse addition to the community along a prominent transportation corridor. We look forward to working with the Planning Commission and City Council to move this project forward.

Legal Description of Parcels

377 29 Rd:

BEGINNING AT A POINT 1320 FEET SOUTH OF THE NORTHEAST CORNER OF THE E ¼ NE ¼ NE ¼ OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN ON THE EAST BOUNDARY OF SAID SECTION 19;
THENCE WEST 330 FEET;
THENCE NORTH 330 FEET;
THENCE EAST 330 FEET;
THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 19 TO THE POINT OF BEGINNING;
EXCEPT ROAD AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 714 AT PAGE 521; ALSO EXCEPT THE EAST 30 FEET THEREOF FOR PUBLIC ROAD RIGHT OF WAY, AS DESCRIBED IN INSTRUMENT RECORDED MAY 9, 1978 IN BOOK 1148 AT PAGE 471;
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, A COLORADO POLITICAL SUBDIVISION, BY INSTRUMENT RECORDED JULY 12, 2005 IN BOOK 3939 AT PAGE 95, COUNTY OF MESA, STATE OF COLORADO.

379 29 Rd:

BEGINNING AT A POINT 990 FEET SOUTH OF THE NORTHEAST CORNER OF THE E ¼ NE ¼ NE ¼ OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN ON THE EAST BOUNDARY OF SAID SECTION 19;
THENCE WEST 330 FEET;
THENCE NORTH 330 FEET;
THENCE EAST 330 FEET;

THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 19 TO THE POINT OF BEGINNING;
EXCEPT ROAD AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 714 AT PAGE 521; ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, A COLORADO POLITICAL SUBDIVISION, BY INSTRUMENT RECORDED JULY 12, 2005 IN BOOK 3939 AT PAGE 90,
COUNTY OF MESA, STATE OF COLORADO.

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Sunshine of Delta, Inc ("Entity") is the owner of the following property:

(b) 377 and 379 29 Road, Grand Junction, CO 81501

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

I am the (c) Vice President 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) Comp Plan Amendment and Rezone to MU-2

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

(e) None

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

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

Signature of Entity representative: 

Printed name of person signing: John Moir

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 8th day of August, 2025

by John Moir

Witness my hand and seal.

My Notary Commission expires on 08-23-2028


Notary Public Signature

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity¹ named Sunshine of Delta, Inc
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 registered limited liability partnership
 nonprofit corporation registered limited liability limited partnership
 limited liability company limited partnership association
 general partnership government or governmental subdivision or agency
 limited partnership corporation

3. The entity is formed under the laws of the State of Colorado

4. The mailing address for the entity is PO Box 516 Fruita, CO 81521

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 John Moir, Vice President

6.² The authority of the foregoing person (s) to bind the entity is not limited limited as follows: _____

7. Other matters concerning the manner in which the entity deals with interests in real property: NA

Executed this 15th Day of September, 2025

[Signature]
Signature
[Signature]
Signature

STATE OF COLORADO }
COUNTY OF MESA } SS:

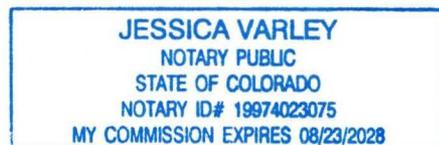
The foregoing instrument was acknowledged before me this 15th day of September by John Moir

Witness my hand and official seal.

Jessica Varley
Notary Public

My commission expires: 08/23/2028

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.



111 - 2 PAGE DOCUMENT



STATE DOCUMENTARY FEE
Date: October 29, 2007
\$ 69.00

WARRANTY DEED

THIS DEED, Made on this day of October 29, 2007, between
FRED R. BERRY AND DOROTHY C. BERRY

of the said County of MESA and State of COLORADO, the Grantor(s), and
SUNSHINE OF DELTA, INC.

whose legal address is: PO BOX 516 FRUITA, CO 81521
of the said County of MESA and State of COLORADO, the Grantee(s):

WITNESS, That the Grantor(s), for and in consideration of the sum of (\$690,000.00)
*** Six Hundred Ninety Thousand and 00/100 *** DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of MESA and State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

\$69.00

also known as street number 377, 379, & 383 29 ROAD GRAND JUNCTION CO 81501

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), his heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee(s), his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and infeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, Subject to general taxes for the year 2007 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8a (Title Review) of the Contract to Buy and Sell Real Estate relating to the above described property; distribution utility easements (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8b (Matters not Shown by the Public Records) and Section 8c (Survey Review) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusion of the Property within any special tax district; and, the benefits and burdens of any recorded declaration and party wall agreements, if any and other NONE
The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

By: Fred R. Berry
FRED R. BERRY

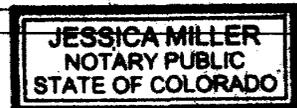
By: Dorothy C. Berry
DOROTHY C. BERRY

STATE OF COLORADO)
said County of MESA)ss.

The foregoing instrument was acknowledged before me on this day of October 29, 2007,
by FRED R. BERRY AND DOROTHY C. BERRY

My commission expires 12-5-09
Witness my hand and official seal.

Jessica Miller
Notary Public My Commission Expires 12/05/2009
County of Mesa



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

Escrow# GJ65005118
Title# GJR65005118

When Recorded Return to: SUNSHINE OF DELTA, INC.

Form 84 08/29/04 WD1 WARRANTY DEED (Photographic)



PO BOX 516 FRUITA, CO 81521

(5583135)

EXHIBIT A

PARCEL 1:

BEGINNING AT A POINT 660 FEET SOUTH OF THE NORTHEAST CORNER OF THE E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN ON THE EAST BOUNDARY OF SAID SECTION 19;
THENCE WEST 330 FEET;
THENCE NORTH 330 FEET;
THENCE EAST 330 FEET;
THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 19 TO THE POINT OF BEGINNING;
EXCEPT ROAD AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 714 AT PAGE 521;
ALSO EXCEPT THE EAST 30 FEET THEREOF FOR PUBLIC ROAD RIGHT OF WAY, AS DESCRIBED IN INSTRUMENT RECORDED MAY 9, 1978 IN BOOK 1148 AT PAGE 470; AND ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, A COLORADO POLITICAL SUBDIVISION, BY INSTRUMENT RECORDED JULY 12, 2005 IN BOOK 3939 AT PAGE 85, COUNTY OF MESA, STATE OF COLORADO.

PARCEL 2:

BEGINNING AT A POINT 990 FEET SOUTH OF THE NORTHEAST CORNER OF THE E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN ON THE EAST BOUNDARY OF SAID SECTION 19;
THENCE WEST 330 FEET;
THENCE NORTH 330 FEET;
THENCE EAST 330 FEET;
THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 19 TO THE POINT OF BEGINNING;
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PARCEL 3:

BEGINNING AT A POINT 1320 FEET SOUTH OF THE NORTHEAST CORNER OF THE E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN ON THE EAST BOUNDARY OF SAID SECTION 19;
THENCE WEST 330 FEET;
THENCE NORTH 330 FEET;
THENCE EAST 330 FEET;
THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 19 TO THE POINT OF BEGINNING;
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ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, A COLORADO POLITICAL SUBDIVISION, BY INSTRUMENT RECORDED JULY 12, 2005 IN BOOK 3993 AT PAGE 95, COUNTY OF MESA, STATE OF COLORADO.

NOTICE OF NEIGHBORHOOD COMMENT MEETING

Type of Meeting: NCM- Neighborhood Comment Meeting

Subject of Meeting: Property located at 377 & 379 29 Road, Grand Junction, CO 81501.

An application for a Comprehensive Plan Amendment requesting a Land Use Designation change from Residential High to Mixed Use and a Rezoning application from RM-12 (Residential Medium - 12) to MU-2 (Mixed-Use Light Commercial)

Meeting Date: Tuesday, July 22, 2025

Meeting Time: 6:00 PM

Location: Patterson Road Church of Christ
2893 Patterson Rd, Grand Junction, CO 81506

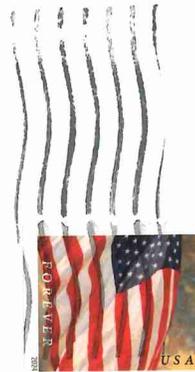
Applicant Contact: John Moir – (970)270-9807

City of Grand Junction Planner Contact:

Jenna Gorney – (970)244-1432

A Neighborhood Comment Meeting (NCM) is held prior to a public hearing on an application. The purpose of an NCM is to allow the neighborhood to provide that applicant with feedback that may be relevant to improving the design of the project to address neighborhood concerns that may otherwise be raised at the public hearing.

SUNSHINE OF DELTA INC
PO BOX 516
FRUITA CO 81521



CITY OF GRAND JUNCTION
JENNA GORNEY
250 N 5TH ST
GRAND JUNCTION CO 81501

AMERICAN
POSTAL
SERVICE
UNITED STATES
OF AMERICA
FIRST CLASS
PERMIT NO. 1000
GRAND JUNCTION CO
81501
POSTAGE WILL BE PAID BY ADDRESSEE
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

Neighborhood Meeting Minutes

Address: 379 29 RD & 377 29 RD, GRAND JUNCTION, CO 81501

Topic: Comprehensive Plan Amendment and Rezone

Parcel Numbers: 2943-191-00-161 & 2943-191-56-002

SUMMARY OF NEIGHBORHOOD MEETING HELD TUESDAY, JULY 22, 2025, 6 PM AT GRAND JUNCTION CHURCH OF CHRIST

A neighborhood meeting for the above-referenced comprehensive plan amendment and subsequent rezone, was held Tuesday, July 22, 2025, at 6 PM at the Grand Junction Church of Christ located at 2893 Patterson Road. The initial letter notifying the neighboring property owners was sent on July 2, 2025, according to the mailing list received from the City of Grand Junction.

Present were John Moir, Vice President of Sunshine of Delta, Inc. and Sparky Moir, Secretary of Sunshine of Delta, Inc. Jenna Gorney, Senior Planner with the City of Grand Junction was also in attendance. No one from the public attended the meeting. The meeting began at approximately 6:00 PM. Sparky shared with Jenna the exhibits that she had intended to present. After 20 minutes, no one from the public had attended the meeting. The meeting ended at approximately 6:50 PM.

383 29 RD LLC
1571 POWIS LN
FRUITA CO 81521

BELLEW MARCUS
2889 FLORIDA ST
GRAND JUNCTION CO 81501

COCA SAMUEL A
560 ASHLEY LN
GRAND JUNCTION CO 81501

CITY OF GRAND JUNCTION
JESSICA JOHNSEN
250 N 5TH ST
GRAND JUNCTION CO 81501

DEGRANGE ALAN J
PO BOX 2058
HOTCHKISS CO 81419

GALLEGOS PAULINE M
BALERIO DON L SR
561 CASA RIO CT
GRAND JUNCTION CO 81507

GAURMER CHRISTIAN E
GAURMER ANN E
PO BOX 1457
TIOGA ND 58852

GOLDEN GATE PETROLEUM OF
NEVADA LLC
16580 WEDGE PARKWAY UNIT 300
RENO NV 89511

HEILIG CHRISTINA SUE
DEMATTEO CARL-GRANTEE
BENEFICIARY
2890 FLORIDA ST
GRAND JUNCTION CO 81501

HOWARD DENNIS M
HOWARD LEAH S
2231 RIMROCK RD
GRAND JUNCTION CO 81507

HUTCHISON CHARLES D
242 COLUMBUS CANYON RD
GRAND JUNCTION CO 81507

IJAMS JOHN A
IJAMS LINDA A
2889 RIVERSIDE PKWY
GRAND JUNCTION CO 81501

KELLER TRAVIS
KELLER LAUREN MICHELLE
2887 RIVERSIDE PARKWAY
GRAND JUNCTION CO 81501

LYNN VRANY LIVING TRUST DTD
9/8/2021
365 29 RD
GRAND JUNCTION CO 81504

MOIR JOHN IV
PO BOX 516
FRUITA CO 81521

ROWLAND MARY MARTHA
ZINK DORIS JOAN, POWELL ROBERT,
WILLIAM, RONALD, DONALD, & DEAN
3044 1/2 WEDGEWOOD DR
GRAND JUNCTION CO 81504

SKY VIEW PUD LLC
LEDERER CRYSTAL BROOK LLC
120 PONDEROSA DR
RIDGWAY CO 81432

STATE OF CO FBO COLORADO DEPT
OF HUMAN SERVICES
1575 SHERMAN
DENVER CO 80203

STOUT DEAN
ROBERTS ROSE LYNN-GRANTEE
BENEFICIARY
2892 FLORIDA ST
GRAND JUNCTION CO 81501

SUNSHINE OF DELTA INC
PO BOX 516
FRUITA CO 81521

TREAT STEVEN E
TREAT RENE' E
369 29 RD
GRAND JUNCTION CO 81504

UPPER LIMIT INVESTMENTS LLC
PO BOX 952
GRAND JUNCTION CO 81502

VANWINKLE WILBUR C
VANWINKLE NONA F
2911 D RD
GRAND JUNCTION CO 81504

VIVEROS ARIANNA M
VIVEROS MARIO A
546 DODGE ST
GRAND JUNCTION CO 81504

WEAVER MERLE W
296 LITTLE PARK RD
GRAND JUNCTION CO 81507

WOLTMAN CONOR
ROWE JULIE
2893 FLORIDA ST
GRAND JUNCTION CO 81501

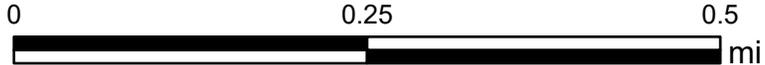
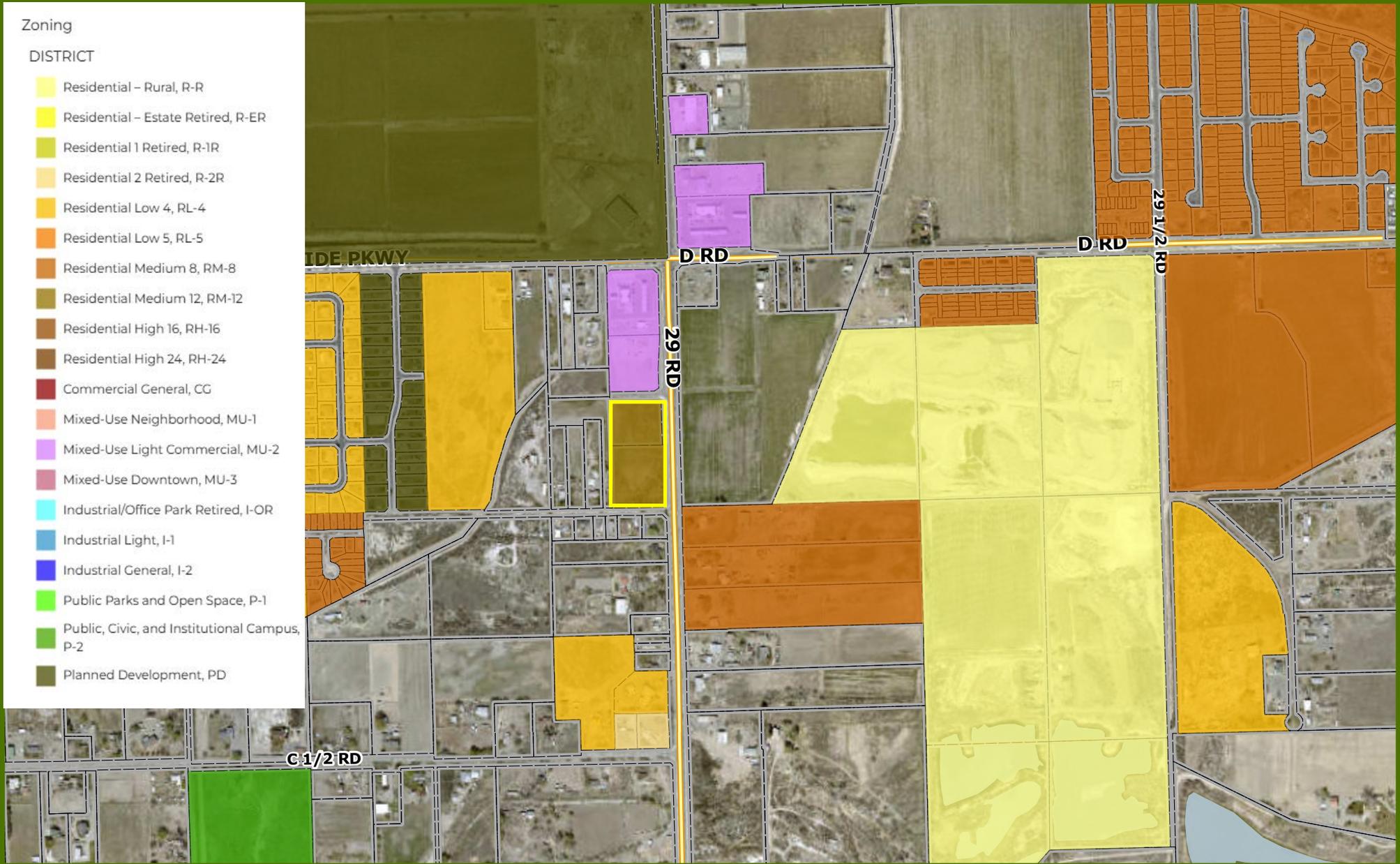
Location Map



Printed: 12/10/2025
1 inch equals 0 miles
Scale: 1:4,281
Packet Page 55

Zoning Map

- Zoning
- DISTRICT
- Residential - Rural, R-R
 - Residential - Estate Retired, R-ER
 - Residential 1 Retired, R-1R
 - Residential 2 Retired, R-2R
 - Residential Low 4, RL-4
 - Residential Low 5, RL-5
 - Residential Medium 8, RM-8
 - Residential Medium 12, RM-12
 - Residential High 16, RH-16
 - Residential High 24, RH-24
 - Commercial General, CG
 - Mixed-Use Neighborhood, MU-1
 - Mixed-Use Light Commercial, MU-2
 - Mixed-Use Downtown, MU-3
 - Industrial/Office Park Retired, I-OR
 - Industrial Light, I-1
 - Industrial General, I-2
 - Public Parks and Open Space, P-1
 - Public, Civic, and Institutional Campus, P-2
 - Planned Development, PD



Printed: 12/10/2025

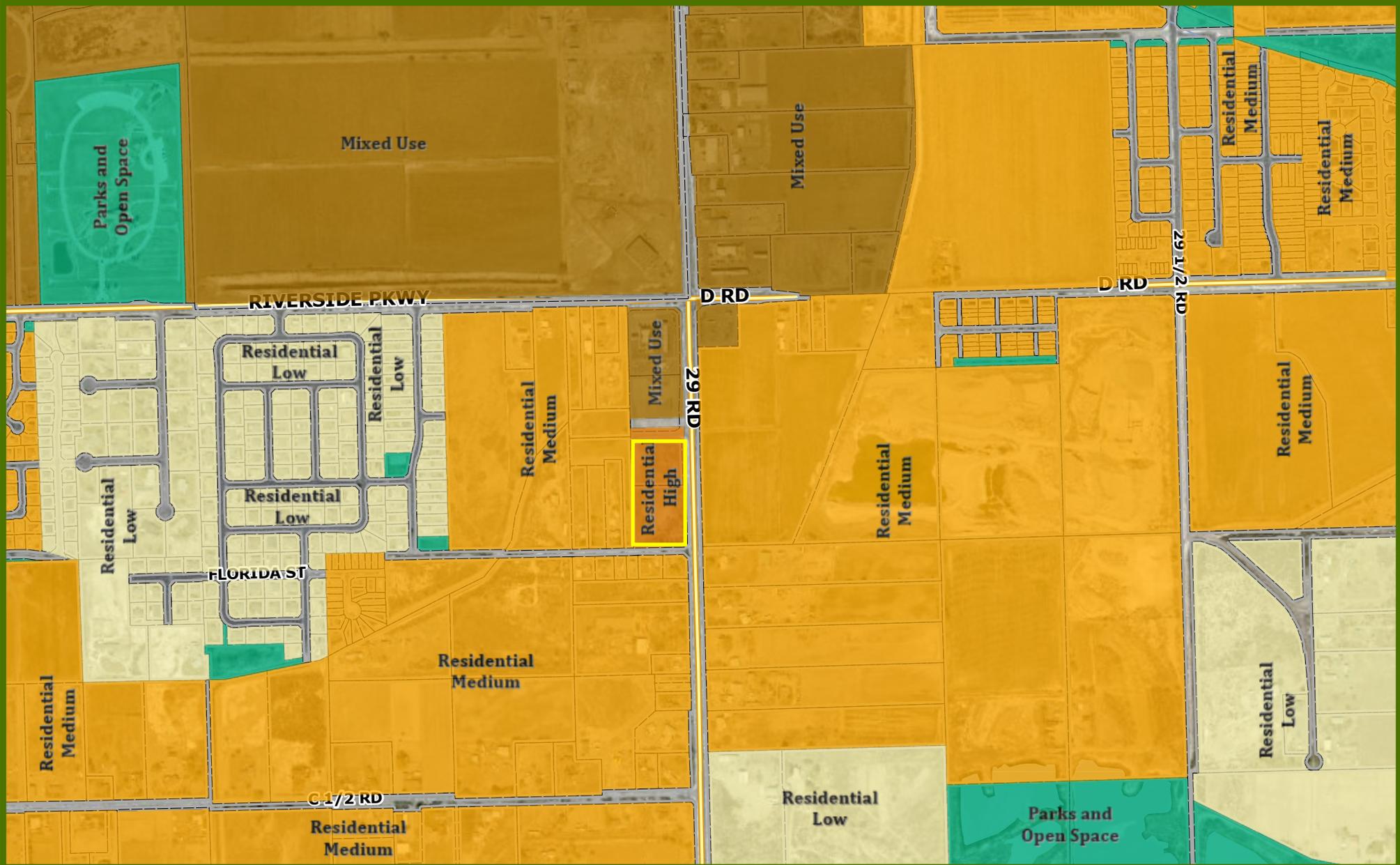
1 inch equals 0 miles

Scale: 1:8,562

Packet Page 56



Future Land Use Map



Printed: 12/10/2025
1 inch equals 0 miles
Scale: 1:8,562
Packet Page 57

GRAND JUNCTION PLANNING COMMISSION
December 23, 2025, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Thomas (virtually), Gregg Palmer, and Keith Ehlers.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director) Thomas Lloyd (Planning Manager), Daniella Acosta Stine (Principal Planner), and Madeline Robinson (Planning Technician).

There were 8 members of the public in attendance, and 0 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from December 9, 2025.

Commissioner Palmer moved to approve the Consent Agenda.

Commissioner Quintero seconded; motion passed 6-0.

REGULAR AGENDA

2. Lucky Me Center - 29 Rd & Patterson Rd **RZN-2025-293**

Consider a request by Lucky Me Premises LLC, Property Owner, to rezone a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed - Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road. - **This item to be moved to the January 13th, 2026 Planning Commission Hearing**

3. 377 & 379 29 Road Comprehensive Plan Amendment **CPA-2025-502**

Consider a request by Sunshine of Delta, Inc. for a Comprehensive Plan Amendment for approximately 3.72 acres from Residential High to Mixed Use located at 377 29 Road and 379 29 Road

Staff Presentation

Thomas Lloyd, Planning Manager, introduced exhibits on behalf of Senior Planner, Jenna Gorney, into the record and provided a presentation regarding the request.

Questions for Staff

No questions for staff from the commissioners.

Applicant John Moir, owner of Sunshine of Delta, 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 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 5:51 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Ehlers had a question for the applicant as to why the MU-1 zoning had not been looked at for the CPA. Planning Manager Lloyd made comment that MU-2 does allow for higher density and more flexibility with the commercial and retail uses.

Motion and Vote

Commissioner Quintero made the following motion "Madam Chair, on the Comprehensive Plan Amendment request for the property located at 377 and 379 29 Road, City file number CPA-2025-502, 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 Palmer seconded; motion passed 6-0.

4. 377 & 379 29 Road Rezone RZN-2025-503

Consider a request by Sunshine of Delta, Inc., for a Rezone of approximately 3.72 acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2) located at 377 and 379 29 Road

Staff Presentation

Thomas Lloyd, Planning Manager, introduced exhibits on behalf of Senior Planner, Jenna Gorney, into the record and provided a presentation regarding the request.

Questions for Staff

No questions for staff from the commissioners. No presentations or comment from the applicant either.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 6:09 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

No discussion occurred.

Motion and Vote

Commissioner Quintero made the following motion “Madam Chair, on the Rezone request for the property located at 377 and 379 29 Road, City File Number RZN-2025-503, I move that the Planning Commission forward a recommendation of conditional approval to City Council with the finding of fact as listed in the staff report.”

Commissioner Palmer seconded; motion passed 6-0.

5. Zoning Code Amendments

ZCA-2025-698

Consider a request to Amend Section 21.02.010(b)(3) pertaining to Planning Commissioner Terms

Staff Presentation

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

Questions for Staff

No questions from Commissioners for staff

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 6:15 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Palmer made comment that he believes in term limits, but commissioners are appointed by City Council where Council members are elected. Palmer supports this item.

Commissioner Thomas also made comments that he supports the item as well, and there are times when the commission struggles to find qualified individuals.

Commissioner Zyvan made comment that he approves of the gap between terms.

Motion and Vote

Commissioner Palmer made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-698, I move that the Packet Page 98 Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report.”

Commissioner Quintero seconded; motion passed 6-0.

6. Zoning Code Amendments ZCA-2025-697

Consider an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Application Outreach Meetings, Required Improvements, and Accessible Parking

Staff Presentation

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

Questions for Staff

Commissioner Zyvan had clarifying questions about how the city is complying with the State’s accessibility with EV charging.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 6:29 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Palmer wanted further clarification as to why staff wanted to make the changes brought forth with this item.

Motion and Vote

Commissioner Zyvan made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-697, excluding 21.05.020(q), I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report.”

Commissioner Quintero seconded; motion passed 6-0.

7. Zoning Code Amendments ZCA-2025-699

Consider a request to amend sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) concerning Pre-Application Meetings

Staff Presentation

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

Questions for Staff

Commissioner Ehlers questioned the absolute striking of the criteria from the code, and what other services may still be available for applicants.

Commissioner Zyvan questioned the barriers applicants may endure with this elimination from code.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

Co-applicant Kevin Bray, had a presentation for the Commissioners.

Housing Task Force Member Mark Austin made comment to the commissioners of his support of removing Pre-Application meetings.

Commissioner Ehlers had questions about the checklist and its revisions. Community Development Director Tamra Allen made comment that the Pre-Application process would be voluntary now.

*The public comment period was closed at 7:05 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Zyvan approves of the variability for submittals.

Motion and Vote

Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-699, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report."

Commissioner Palmer seconded; motion passed 6-0.

OTHER BUSINESS

Workshop will be occurring on January 8th

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting. Palmer seconded

The vote to adjourn was 6-0.

The meeting adjourned at 7:08 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN LAND USE MAP OF
THE CITY OF GRAND JUNCTION FROM RESIDENTIAL HIGH TO MIXED USE
FOR SUNSHINE OF DELTA, INC.**

LOCATED AT 377 29 ROAD AND 379 29 ROAD

Recitals:

The property owner, Sunshine of Delta, Inc. proposes an amendment to the Comprehensive Plan Land Use Map from Residential High to Mixed Use on a total of 3.72 acres, located at 377 and 379 29 Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of amending the Comprehensive Plan Land Use designation for the Property from Residential High to Mixed Use, finding that it conforms to and is consistent 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 amending the Comprehensive Plan Land Use Map from Residential High to Mixed Use, for the property, is consistent with the vision, intent, goals and policies of the Comprehensive Plan and has met the criteria for a Comprehensive Plan amendment stated criteria of Section 21.02.050(e)(4)(iii) of the Grand Junction Zoning and Development Code.

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

The following property shall be re-designated as Mixed Use on the Land Use Map of the Comprehensive Plan:

Two parcels of land situated in the Northeast Corner of the Southwest Corner of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 1 South, Range 1 East of the Ute Meridian on the East boundary of said Section 19, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

377 29 Road

Beginning at a point 1320 feet south of the northeast corner of the E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 1 South, Range 1 East of the Ute Meridian on the east boundary of said Section 19; thence west 330 feet; thence north 330 feet; thence east 330 feet; thence south along the east boundary of said Section 19 to the point of beginning; except road as described in instrument recorded in Book 714 at Page 521; also except the east

30 feet thereof for public road right of way, as described in instrument recorded May 9, 1978 in Book 1148 at Page 471; also excepting therefrom that portion thereof conveyed to Mesa County, a Colorado political subdivision, by instrument recorded July 12, 2005 in Book 3939 at Page 95, County of Mesa, State of Colorado.

379 29 Road:

Lot 2, Sunshine of Delta Subdivision (Reception No. 2905283 of the Mesa County Clerk and Recorder's records.)

Said parcels of land contain 3.72 acres as described.

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

ADOPTED on second reading this 4th day of February, 2026 and ordered published in pamphlet form.

Cody Kennedy
President of the Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #2.b.ii.

Meeting Date: January 21, 2026
Presented By: Jenna Gorney, Senior Planner
Department: Community Development
Submitted By: Jenna Gorney, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance to Rezone 3.72 Acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2) located at 377 and 379 29 Road and Setting a Public Hearing for February 4, 2026

RECOMMENDATION:

The Planning Commission heard this item at its December 23, 2025 meeting and voted (6-0) to recommend approval.

EXECUTIVE SUMMARY:

The Property Owner, Sunshine of Delta, Inc. is requesting a rezone of approximately 3.72 acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2) located at 377 and 379 29 Road. This application is accompanied by a request for a Comprehensive Plan Amendment from Residential High to Mixed Use. The subject properties are vacant.

BACKGROUND OR DETAILED INFORMATION:

The applicant, Sunshine of Delta, Inc. is requesting a rezone of approximately 3.72 acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2). The subject properties are located at 377 and 379 29th Road, on the northwest corner of 29th Road and Florida Street. The intent of the rezone is to obtain entitlements for the properties which would allow for broader development options.

The requested MU-2 zone district is an implementing zone district for the Mixed Use land use designation identified in the One Grand Junction Comprehensive Plan. The property is within Tier 1 of the Growth Plan, which prioritizes infill development and the efficient use of existing public infrastructure.

The zoning map reflects that much of the surrounding area still exists in the County including those properties that lie east of 29 Road, property to the west, and much of the area to the south. Adjacent property to the north is zoned MU-2 as well as property on the northeast corner of the 29 Road and Riverside Parkway intersection.

The subject site is proximate to a range of surrounding land uses. To the immediate north, Munchies restaurant and several general commercial establishments are located along the 29 Road corridor. The intersection of 29 Road and D Road has two gas stations situated on opposite corners. This combined node of development is zoned MU-2.

The Colorado Mesa University's Electric Line Worker Program Facility occupies the northwest corner and is zoned Planned Development (PD). To the south, existing single-unit residential units are present, while additional medium-density residential developments are located nearby. A mining facility is also located nearby to the east.

In addition to the Mixed-Use Light Commercial (MU-2) zone requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan land use designation of Mixed Use

- a. Residential High 16 (RH-16)
- b. Residential High 24 (RH-24)
- c. Mixed-Use Neighborhood (MU-1)
- d. Mixed-Use Downtown (MU-3)
- e. Public, parks and open space (P-1)
- f. Public, civic, and institutional campus (P-2)
- g. Planned Development (PD)

The MU-2 District is designed to support a mix of commercial, employment, multi-unit residential, and other compatible uses along major transportation corridors. This district encourages development that is easily accessible by all modes of travel, including motor vehicles, bicycles, and pedestrians. Compared to the MU-1 District, MU-2 allows for more flexible commercial uses, including those that may be more auto-oriented, such as fuel stations.

NOTIFICATION REQUIREMENTS

A Neighborhood Comment Meeting regarding the proposed Comprehensive Plan Amendment and Rezone was held on July 22, 2025, in accordance with Section 21.02.030(c) of the ZDC. The Applicant, Applicant's representative and City staff were in attendance. No members of the public attended.

Notice was completed consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject properties were posted with an application sign on August 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 December 12, 2025. The

notice of the Planning Commission public hearing was published December 13, 2025, in the Grand Junction Daily Sentinel.

An official development application was submitted to the City of Grand Junction for review on August 20, 2025.

ANALYSIS

The criteria for review are set forth in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezone has the burden of producing evidence that proves each of the criteria outlined in this section. The applicant’s responses to these criteria are included in their General Project Report. Staff’s analysis of the criteria is provided below.

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

Beyond immediate consistency with the proposed Land Use Map amendment in the preceding recommendation in CPA-2025-502, the proposed rezone also advances several long-range goals and plan principles identified in the Comprehensive Plan:

Chapter 3’s Intensification and Tiered Growth Plan calls for new development to be compact, to efficiently use land and existing infrastructure, and to concentrate urban infill in Tier 1 areas where urban services already exist.

The subject parcels have direct access to 29 Road, an arterial that includes an Active Transportation Corridor with a paved sidewalk, linking future development directly to commercial development to the north. Utilities including domestic water (Ute Water), sanitary sewer, storm sewer, and fire protection are already present at the site. Increasing density and commercial options in this location efficiently leverages existing capacity, aligning with the Plan by minimizing service extension costs. It also directly speaks to the Plan’s goals and strategies identified in Plan Principals 3.1.b. and 3.2.

3.1.b. Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority). Periodically consider necessary updates to the Tiers.

3.2. Encourage infill and redevelopment to leverage existing infrastructure. Furthermore, a rezone to MU-2 here would reflect the community preference described under Plan Principle 3 for neighborhoods that provide homes close to shopping, dining, and other amenities within walkable settings. Sections 6.a through 6.d of Principle 3 further support neighborhood-centered commercial uses, mixed-use development, expanded housing choices, and employment opportunities in walkable areas.

Given the property’s location, being well served by existing services, along a major corridor, and adjacent to an Active Transportation Corridor, the MU-2 zone district

applied in this location represents a land use pattern that is generally consistent with the Comprehensive Plan's direction for focusing mixed-use and higher-intensity development in well-served, connected areas.

Additionally, the Grand Junction Comprehensive Plan's Commercial Area Specific Policies in Chapter 4 identify a "Neighborhood Center" in proximity at the intersection of 29 Rd and Riverside Parkway.

Neighborhood Centers are envisioned as compact, pedestrian-friendly nodes of development located at the intersections of collector or arterial streets and ideally served by transit. They are intended to serve as convenient, accessible hubs that support nearby residential neighborhoods with essential goods, services, and community spaces.

Expanding the range of commercial uses south of the 29 Road and Riverside Parkway intersection would provide local residents with safer access to additional goods and services, eliminating the need to cross two major highways. The existing ATC along the 29 Road corridor further improves both safety and accessibility to these businesses.

Plan Principal 5 – *Strong Neighborhoods and Housing Choices* in Chapter 2 emphasizes the need to "ensure a sufficient supply of land for a wide variety of housing types at varying densities, sizes, and price points." By increasing the required minimum density from 8du/acre to 16du/acre, the MU-2 district could continue to provide the additional "missing middle" formats (triplexes, townhomes, small multi-unit) that broaden housing choice consistent with long-term housing strategy identified in 5.1. c.

The MU-2 district would also allow for additional commercial development in an area where very little goods and services exist.

In addition, by eliminating single-unit detached and duplex housing types while allowing single-unit attached and multi-unit residential development, the designation advances Plan Principle 5 by promoting higher-density housing types that are better suited to multi-modal corridors. This ensures that more residents could live within walking or biking distance of services and jobs, creating a stronger base of support for nearby businesses and transit service. Concentrating housing in this manner also reduces land consumption, preserves open space elsewhere, and reinforces equitable access to amenities for a broader range of household types and income levels.

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

The concept of "orderly development" refers to a progression of density and building forms that are aligned with existing infrastructure, the established road network, and compatible land uses.

Rezoning the subject properties from RM-12 to MU-2 supports a logical, well-structured development pattern.

The subject parcels are located along a major arterial corridor that already functions as a mixed-use spine in this area of the city. The corridor also includes an Active Transportation Corridor (ATC) with sidewalks and bicycle facilities that connect the site to nearby commercial areas and neighborhoods. This level of multimodal connectivity supports the MU-2 district's intent to foster pedestrian-oriented, neighborhood-serving development.

To the north, existing MU-2 zone supports commercial and service uses that benefit from arterial frontage and proximity to surrounding neighborhoods. To the south and east, a mix of medium-density residential zone transitions toward lower-density residential areas.

This combination creates a clear land use hierarchy where higher-intensity, mixed-use activity is focused at the Neighborhood Center intersection and along the arterial while stepping down in intensity farther from the commercial node and corridor.

In summary, the proposed MU-2 rezone of the parcels would result in a cohesive and well-organized corridor development pattern. This pattern promotes land use compatibility, efficient infrastructure use, and a mixed-use environment consistent with the *One Grand Junction Comprehensive Plan's* principles for responsible growth and connectivity.

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

The MU-2 zone allows for additional commercial activities not permitted by the existing RH-12 zone. Each new category of use contributes to neighborhood benefits in distinct ways:

Essential services such as funeral homes, government facilities, medical and dental clinics, hospitals, and animal care facilities ensure residents have convenient access to critical services, reducing the need to travel long distances for health care, government functions, or personal needs.

Uses such as nurseries, greenhouses, restaurants, bars, taverns, brew pubs, distilleries, and hotels provide amenities to enhance daily life, support local culture, and create destinations for social interaction and tourism.

Campgrounds, RV parks, and indoor or outdoor entertainment venues expand recreation and leisure opportunities for both residents and visitors, supporting local tourism and community vitality.

Small and large retail, including big box stores, increase shopping options, reduce "retail leakage" to other communities, and strengthen the local economy by keeping spending closer to home.

Parking facilities and gas stations improve accessibility and convenience for residents, workers, and visitors, especially in areas where transit or active transportation is complemented by automobile travel.

Light industrial uses such as mini-storage, vehicle sales and repair, and car washes create local jobs across a range of skill levels, diversify the tax base, and provide needed services that support both households and businesses.

The addition of these commercial uses has the ability to help build the community into a more self-sufficient environment where residents can meet their needs locally. This reduces travel time and costs, supports local businesses, and creates jobs.

The MU-2 zone district provides various residential development benefits as well. The existing RM-12 zone permits all housing products. The requested MU-2 zone district would increase the required minimum density to 16 du/acre, and such zone permits single unit attached, cottage courts, and multi-unit housing products.

The maintaining of focus on attached single-unit and multi-unit development in this provides tangible benefits, including the following:

- **Preservation of Character in Other Areas:** Removing the single-unit housing and the duplex options that are permitted with the current zone of RH-12 directs those housing types to other parts of the community where they are more compatible, helping preserve the character of established neighborhoods while ensuring higher-intensity growth occurs in appropriate corridors.
- **Housing Choice and Affordability:** The housing options allowed within MU-2 support households of varying sizes, incomes, and life stages.
- **Stronger Sense of Community:** By combining residences and a walkable, mixed-use environment, there are more opportunities for social interaction, whether at local shops, community spaces, or along neighborhood sidewalks and trails.

FINDING OF FACT AND RECOMMENDATION

After reviewing the Sunshine of Delta, Inc., request for a rezone of approximately 3.72 acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2), City File Number RZN-2025-503, located at 377 and 379 29 Road, the following finding of fact has been made:

The request meets the criteria found in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code conditioned upon the Comprehensive Plan being amended so that the land use designation on the property allow for the MU-2 zone as an implementing zone. Should the Comprehensive Plan not be amended related to this property, the rezone criteria (A) will not be met.

The Planning Commission recommended approval.

FISCAL IMPACT:

There is no direct fiscal impact associated with this request.

SUGGESTED MOTION:

I move to introduce and pass for publication an Ordinance to Rezone 3.72 Acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2) located at 377 and 379 29 Road and Setting a Public Hearing for February 4, 2026

Attachments

1. 1. Exhibit 1 - Development Application
2. 2. Exhibit 2 - Neighborhood Meeting Documents
3. 3. Exhibit 3 - Maps
4. Planning Commission Minutes - 2025 - Dec 23 - DRAFT
5. 5. Exhibit 5 - DRAFT Zoning 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: Rezone

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

Existing Land Use Designation: Residential High Existing Zoning: RM-12

Proposed Land Use Designation: Mixed Use Proposed Zoning: MU-2

Property Information

Site Location: 377 and 379 29 Rd, Grand Junction CO 81501 Site Acreage: 3.72 acres

Site Tax No(s): 2943-191-56-002 and 2943-191-00-161 Site Zoning: RM-12

Project Description: An application for a Comprehensive Plan Amendment requesting a Land Use Designation change from Residential High to Mixed Use for 3.73 acres

Property Owner Information

Name: Sunshine of Delta, Inc

Mailing Address: PO Box 516

City/State/Zip: Fruita, CO 81521

Business Phone #: 970-270-9807

E-Mail: moir28@gmail.com

Fax #: _____

Contact Person: John Moir

Contact Phone #: 970-270-9807

Applicant Information

Name: Sparky Moir

Mailing Address: PO Box 516

City/State/Zip: Fruita, CO 81521

Business Phone #: 970-260-7703

E-Mail: moirsd@gmail.com

Fax #: _____

Contact Person: Sparky Moir

970-260-7703
 Contact Phone #: _____

Representative Information

Name: Sparky Moir

Mailing Address: PO Box 516

City/State/Zip: Fruita, CO 81521

Business Phone #: 970-260-7703

E-Mail: moirsd@gmail.com

Fax #: _____

Contact Person: Sparky Moir

Contact Phone #: 970-260-7703

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: 8/14/2025

Signature of Legal Property Owner:  Date: 8/14/2025

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: Comprehensive Plan Amendment

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

Existing Land Use Designation: <u>Residential High</u>	Existing Zoning: <u>RM-12</u>
Proposed Land Use Designation: <u>Mixed Use</u>	Proposed Zoning: <u>MU-2</u>

Property Information

Site Location: 377 and 379 29 Rd, Grand Junction CO 81501 Site Acreage: 3.72 acres

Site Tax No(s): 2943-191-56-002 and 2943-191-00-161 Site Zoning: RM-12

Project Description: An application for a Comprehensive Plan Amendment requesting a Land Use Designation change from Residential High to Mixed Use and a Rezoning application from RM-12 (Residential Medium - 12) to MU-2 (Mixed-Use Light Commercial) for 3.73 acres

Property Owner Information

Name: Sunshine of Delta, Inc

Mailing Address: PO Box 516

City/State/Zip: Fruita, CO 81521

Business Phone #: 970-270-9807

E-Mail: moir28@gmail.com

Fax #: _____

Contact Person: John Moir

Contact Phone #: 970-270-9807

Applicant Information

Name: Sparky Moir

Mailing Address: PO Box 516

City/State/Zip: Fruita, CO 81521

Business Phone #: 970-260-7703

E-Mail: moirsd@gmail.com

Fax #: _____

Contact Person: Sparky Moir

Contact Phone #: 970-260-7703

Representative Information

Name: Sparky Moir

Mailing Address: PO Box 516

City/State/Zip: Fruita, CO 81521

Business Phone #: 970-260-7703

E-Mail: moirsd@gmail.com

Fax #: _____

Contact Person: Sparky Moir

Contact Phone #: 970-260-7703

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: 8/15/2025

Signature of Legal Property Owner:  Date: 8/15/2025

Application for Rezone

This document is a formal application from Sunshine of Delta, Inc. for a rezone request for property located at 377 29 Rd and 379 29 Rd, Grand Junction, CO 81501.

The request is for a rezone of the property from the current RM-12 (Residential Medium 12) to MU-2 (Mixed-Use Light Commercial). Additionally, the rezone request is accompanied by a request to change the City of Grand Junction's Comprehensive Plan Land Use Designation Map for the properties from Residential High to Mixed Use.

A. Applicant and Property Information

- **Applicant Name(s):** Sunshine of Delta, Inc.
- **Contact Information:** John Moir, moir28@gmail.com
- **Property Address:** 377 29 Rd and 379 29 Rd, Grand Junction, CO 81501
- **Assessor's Parcel Number(s):** 2943-191-00-161 and 2943-191-56-002
- **Location:** The parcels are located on the west side of 29 Road, between Zami Drive and Florida Street, just south of Riverside Parkway.
- **Acreage:** The parcels are approximately 3.73 acres. 377 29 Road is approximately 2.2 acres, and 379 29 Road is approximately 1.51 acres.
- **Current Comprehensive Plan Designation:** Residential High
- **Current Zoning:** RM-12
- **Requested Amendment and Rezone:** The applicant requests an amendment to the Grand Junction Comprehensive Plan's Future Land Use Map to designate the subject property as Mixed Use. Concurrently, the applicant requests a rezone of the property, which totals approximately 3.73 acres, from the current RM-12 (Residential Medium 12) to MU-2 (Mixed-Use Light Commercial).

B. Public Benefit

The Grand Junction Comprehensive Plan outlines a clear path forward for supporting the development of neighborhood centered commercial uses and mixed-use development. Amending the land use designation to mixed-use and concurrently rezoning the parcels from RM-12 to MU-2 provides a tangible public benefit that is directly supported by the Grand Junction Comprehensive Plan:

- **EMPLOYMENT AREAS:** The MU-2 rezone encourages and supports higher-intensity employment through new commercial spaces within the 29 Road corridor. This is

consistent with the Comprehensive Plan's aim to create new places for employment growth and investment, complementing existing adjacent commercial uses.

- **MIX OF USES:** The rezone supports the creation of a mix of uses—including commercial, retail, and diverse residential housing—along the prominent 29 Road corridor. This blend reflects the needs of adjoining residents by placing services and jobs near their homes.
- **WALKABLE CENTERS:** MU-2 facilitates the development of a walkable neighborhood commercial center that provides a variety of services and amenities. By permitting vertical mixed-use (residential above commercial) and mandating a minimum density (≥ 16 du/acre), the rezone actively works to expand housing options and employment opportunities adjacent to residences.
- **DENSITY/INTENSITY:** This application encourages the transition of a low-intensity, single-use center (RM-12) to a higher intensity, mixed-use center (MU-2). This strategic shift expands both housing options and available services within the immediate neighborhood over time.
- **CONTEXT-SENSITIVE DEVELOPMENT:** The MU-2 dimensional standards and review process ensure that any future development will contribute to the positive character of the surrounding area by requiring appropriate transitions (the "feathering effect"), minimizing impacts on adjacent lower-density residential zones.

C. Neighborhood Meeting

1. A neighborhood meeting was held on **July 22, 2025**. A summary of the meeting is included with this submittal.

D. Project Compliance, Compatibility and Impact

1. **Adopted plans and/or policies:** The project, if approved, will develop in compliance with the City of Grand Junction Municipal Code and Comprehensive Plan. This application for Rezone is being submitted for review concurrently with a Comprehensive Plan Amendment.
2. **Land use in the surrounding area:** The uses contained within the surrounding area are a mixture of mixed-use commercial, Planned Unit Development, and Residential Single Family – Rural zoning.
3. **Site access and traffic patterns:** The parcels have direct access to 29 Road. The rezone will have no effect on existing traffic patterns.
4. **Availability of utilities:** The subject parcel is served by the following:
 - Ute Water
 - City of Grand Junction Sewer: Conditions remain unchanged for the easement that runs through the south edge of 377 29 Rd.
 - Xcel Energy (gas and electric)

- Grand Valley Power (electric)
 - Grand Valley Irrigation Company
 - Grand Valley Drainage District
 - City of Grand Junction Fire
 - Charter/Spectrum (Cable)
 - CenturyLink/Lumen (Phone)
5. **Special or unusual demands on utilities:** There will be no special or unusual demands on utilities because of the project.
 6. **Effects on public facilities:** The rezone will have no adverse effect on public facilities.
 7. **Hours of operation:** The hours of operation will be typical of commercial businesses.
 8. **Number of employees:** This criterion is not applicable for this submittal.
 9. **Signage:** This criterion is not applicable for this submittal.
 10. **Site Soils Geology:** This criterion is not applicable for this submittal.
 11. **Impact of project on site geology and geological hazards:** None are anticipated.

E. Response to Review Criteria for Rezoning

As required by the Grand Junction Zoning and Development Code, this application addresses the specific review criteria for a Rezone Application. The proposed changes are a logical and beneficial evolution for the property and the surrounding area.

Review Criteria from Grand Junction Zoning and Development Code Section 21.02.050(m)

This application specifically addresses the review criteria for Rezoning Applications as outlined in Section 21.02.050(m)(3)(ii) of the Grand Junction Zoning and Development Code.

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

MU-2 is the most appropriate zoning district to channel growth inward and support core Comprehensive Plan objectives for arterial corridors:

1. **Responsible and Managed Growth:** The MU-2 zone focuses on higher intensity development along 29 Road and Riverside Parkway, preventing sprawl and maximizing the use of land along these transportation corridors.

2. Establishing Mixed-Use Centers: The stated intent of the MU-2 district is to create self-sustaining centers that accommodate a balance of commercial, employment, and residential uses, directly fulfilling this Plan objective.
3. Balanced Transportation System: The MU-2 code promotes development that is comfortably accessible via all modes of transportation (motor vehicles, bicycles, and walking), aligning with the Comprehensive Plan's vision for a multi-modal community. By concentrating both employment and housing within the same zone, the MU-2 pattern encourages short trips and walking/biking, integrating seamlessly with existing corridor improvements like the nearby Riverfront Trail, and the Grand Valley Transit bus stop in front of 377 29 Road.

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

Rezoning 377 and 379 29 Road to the MU-2 designation will enforce an orderly development pattern by effectively coordinating development intensity along a high-volume corridor:

1. Infrastructure Alignment: The MU-2 zone formalizes the need for higher density and larger commercial scale that are necessary for efficient, long-term land use along transportation routes like 29 Road and Riverside Parkway. The rezone thus aligns development intensity with the capacity of public infrastructure in the area; continuing low-density zoning in these high-value and highly trafficked areas would be an inefficient use of public capital.
2. Seamless Transitions and Buffering: The MU-2 dimensional standards are designed to mitigate potential impacts on adjacent residential areas. Key requirements, such as the 10-foot minimum Side Abutting Residential setback and mandated height transition rules, ensure new development is compatible and provides a defensible buffer against established neighborhoods.
3. Vertical Order: The framework promotes a desirable pattern of density and services by requiring commercial uses along the street and allowing upper stories for residential/office uses.

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

The collective benefits derived from applying MU-2 zoning to these parcels of land significantly outweigh the benefits of maintaining the current RM-12 zoning classifications.

1. Addressing Housing Attainability: The mandate for a minimum density allows developers to build the most cost-effective unit types (e.g., apartments and vertical

mixed-use flats). This direct contribution to the supply of diverse and high-density housing is critical for improving overall housing attainability in the Grand Valley.

2. **Fiscal Sustainability for the City:** The increased density of commercial activity and residential units within the MU-2 zone will generate significantly higher property and sales tax revenues in a concentrated, easily serviced area, bolstering the entire municipal tax base.
3. **Increased Safety and Walkability:** MU-2 encourages a safer, more active public realm. By requiring street-facing commercial uses on the ground floor, the zone promotes "eyes on the street" and facilitates pedestrian access, creating a less car-dependent and more connected environment for residents and employees.
4. **Support for Local Employment and Economic Development:** This zoning is crucial for attracting flexible new economic development that can be integrated with residential options. By providing direct and convenient access to commercial property, MU-2 establishes the necessary framework to support planned economic hubs adjacent to the transportation corridor of 29 Road.

F. Changed Conditions of the Area

The area surrounding the property at 377 and 379 29 Road has undergone significant change, notably the development of **two adjacent MU-2 zoned properties** (a gas station and local restaurant) immediately to the north. Maintaining the Residential High designation here creates an abrupt and inefficient land use transition.

G. Inadequate Supply of Suitably Designated Land

There is a demonstrated need for more suitably designated land to accommodate the type of mixed-use development envisioned by the Comprehensive Plan. While the City has made progress in creating these types of areas, there remains a demand for integrated residential and commercial spaces that are not met by the existing supply of MU-2 zoned parcels.

Due to its location along the transportation corridor of 29 Road and its proximity to Riverside Parkway, the commercial opportunities represented by amending the land use and concurrently rezoning these parcels to MU-2 are abundant. Rezoning this land will help address the demand for integrated residential and commercial spaces and support the city's proactive growth strategy.

North of the parcels on Zami Drive, two properties are already zoned MU-2. These properties have been developed into a gas station and local restaurant. Another property to the northeast of the parcels is zoned MU-2 and has been developed into a gas station.

This proposed rezone would ensure a smooth transition from those existing mixed-use developments to the lower-density residential areas to the south and east, which are zoned in Mesa County as RSF-R (Residential Single Family - Rural). Furthermore, parcels north of Riverside Parkway are designated as "PD" for Planned Development. A rezone to MU-2 would better reflect the current and future character of the area, creating a "feathering effect" that gracefully transitions between various intensities of use, rather than an abrupt change from commercial activity to residential homes.



H. Adequacy of Public Facilities and Services

The property is strategically located with access to adequate public facilities and services, ensuring any future development will not overburden the city's infrastructure.

Any future development will be designed to manage stormwater appropriately, and its density is within the capacity of the city's existing utility systems. No special or unusual demands on utilities are anticipated.

I. Proposed Project Narrative

The applicant intends to provide the opportunity to develop the property as a mixed-use project. The final number of residential units and square footage of commercial space will be determined through subsequent site plan review.

J. Summary

The rezone from RM-12 to MU-2 (Mixed-Use Light Commercial) is the most logical, beneficial, and fully justified implementation step following the requested Comprehensive Plan Amendment. The proposal is consistent with the goals and policies of the Grand Junction Comprehensive Plan, ensures an orderly development pattern, and will provide significant public benefits by creating a vibrant, multi-modal, and economically diverse addition to the community along the 29 Road corridor. We look forward to working with the Planning Commission and City Council to move this project forward.

Legal Description of Parcels

377 29 Rd:

BEGINNING AT A POINT 1320 FEET SOUTH OF THE NORTHEAST CORNER OF THE E ¼ NE ¼ NE ¼ OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN ON THE EAST BOUNDARY OF SAID SECTION 19;
THENCE WEST 330 FEET;
THENCE NORTH 330 FEET;
THENCE EAST 330 FEET;
THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 19 TO THE POINT OF BEGINNING;
EXCEPT ROAD AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 714 AT PAGE 521; ALSO EXCEPT THE EAST 30 FEET THEREOF FOR PUBLIC ROAD RIGHT OF WAY, AS DESCRIBED IN INSTRUMENT RECORDED MAY 9, 1978 IN BOOK 1148 AT PAGE 471;
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, A COLORADO POLITICAL SUBDIVISION, BY INSTRUMENT RECORDED JULY 12, 2005 IN BOOK 3939 AT PAGE 95, COUNTY OF MESA, STATE OF COLORADO.

379 29 Rd:

BEGINNING AT A POINT 990 FEET SOUTH OF THE NORTHEAST CORNER OF THE E ¼ NE ¼ NE ¼ OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN ON THE EAST BOUNDARY OF SAID SECTION 19;
THENCE WEST 330 FEET;
THENCE NORTH 330 FEET;
THENCE EAST 330 FEET;

THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 19 TO THE POINT OF BEGINNING;
EXCEPT ROAD AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 714 AT PAGE 521; ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, A COLORADO POLITICAL SUBDIVISION, BY INSTRUMENT RECORDED JULY 12, 2005 IN BOOK 3939 AT PAGE 90,
COUNTY OF MESA, STATE OF COLORADO.

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Sunshine of Delta, Inc ("Entity") is the owner of the following property:

(b) 377 and 379 29 Road, Grand Junction, CO 81501

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

I am the (c) Vice President 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) Comp Plan Amendment and Rezone to MU-2

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

(e) None

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

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

Signature of Entity representative: 

Printed name of person signing: John Moir

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 8th day of August, 2025

by John Moir

Witness my hand and seal.

My Notary Commission expires on 08-23-2028


Notary Public Signature

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity¹ named Sunshine of Delta, Inc
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 registered limited liability partnership
 nonprofit corporation registered limited liability limited partnership
 limited liability company limited partnership association
 general partnership government or governmental subdivision or agency
 limited partnership corporation

3. The entity is formed under the laws of the State of Colorado

4. The mailing address for the entity is PO Box 516 Fruita, CO 81521

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 John Moir, Vice President

6.² The authority of the foregoing person (s) to bind the entity is not limited limited as follows: _____

7. Other matters concerning the manner in which the entity deals with interests in real property: NA

Executed this 15th Day of September, 2025

[Signature]
Signature
[Signature]
Signature

STATE OF COLORADO }
COUNTY OF MESA } SS:

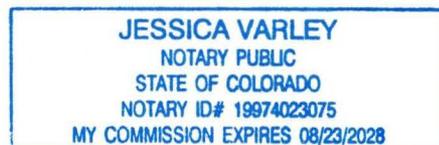
The foregoing instrument was acknowledged before me this 15th day of September by John Moir

Witness my hand and official seal.

Jessica Varley
Notary Public

My commission expires: 08/23/2028

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.



111 - 2 PAGE DOCUMENT



STATE DOCUMENTARY FEE
Date: October 29, 2007
\$ 69.00

WARRANTY DEED

THIS DEED, Made on this day of October 29, 2007, between
FRED R. BERRY AND DOROTHY C. BERRY

of the said County of MESA and State of COLORADO, the Grantor(s), and
SUNSHINE OF DELTA, INC.

whose legal address is: PO BOX 516 FRUITA, CO 81521
of the said County of MESA and State of COLORADO, the Grantee(s):

WITNESS, That the Grantor(s), for and in consideration of the sum of (\$690,000.00)
*** Six Hundred Ninety Thousand and 00/100 *** DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of MESA and State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

\$69.00

also known as street number 377, 379, & 383 29 ROAD GRAND JUNCTION CO 81501

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s), his heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee(s), his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and infeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, Subject to general taxes for the year 2007 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8a (Title Review) of the Contract to Buy and Sell Real Estate relating to the above described property; distribution utility easements (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8b (Matters not Shown by the Public Records) and Section 8c (Survey Review) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusion of the Property within any special tax district; and, the benefits and burdens of any recorded declaration and party wall agreements, if any and other NONE
The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

By: Fred R. Berry
FRED R. BERRY

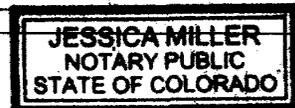
By: Dorothy C. Berry
DOROTHY C. BERRY

STATE OF COLORADO)
said County of MESA)ss.

The foregoing instrument was acknowledged before me on this day of October 29, 2007,
by FRED R. BERRY AND DOROTHY C. BERRY

My commission expires 12-5-09
Witness my hand and official seal.

Jessica Miller
Notary Public My Commission Expires 12/05/2009
County of Mesa



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

Escrow# GJ65005118
Title# GJR65005118

When Recorded Return to: SUNSHINE OF DELTA, INC.

PO BOX 516 FRUITA, CO 81521

Form 84 08/29/04 WD1 WARRANTY DEED (Photographic)

(5583135)



EXHIBIT A

PARCEL 1:

BEGINNING AT A POINT 660 FEET SOUTH OF THE NORTHEAST CORNER OF THE E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN ON THE EAST BOUNDARY OF SAID SECTION 19;
THENCE WEST 330 FEET;
THENCE NORTH 330 FEET;
THENCE EAST 330 FEET;
THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 19 TO THE POINT OF BEGINNING;
EXCEPT ROAD AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 714 AT PAGE 521;
ALSO EXCEPT THE EAST 30 FEET THEREOF FOR PUBLIC ROAD RIGHT OF WAY, AS DESCRIBED IN INSTRUMENT RECORDED MAY 9, 1978 IN BOOK 1148 AT PAGE 470; AND ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, A COLORADO POLITICAL SUBDIVISION, BY INSTRUMENT RECORDED JULY 12, 2005 IN BOOK 3939 AT PAGE 85, COUNTY OF MESA, STATE OF COLORADO.

PARCEL 2:

BEGINNING AT A POINT 990 FEET SOUTH OF THE NORTHEAST CORNER OF THE E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN ON THE EAST BOUNDARY OF SAID SECTION 19;
THENCE WEST 330 FEET;
THENCE NORTH 330 FEET;
THENCE EAST 330 FEET;
THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 19 TO THE POINT OF BEGINNING;
EXCEPT ROAD AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 714 AT PAGE 521;
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, A COLORADO POLITICAL SUBDIVISION, BY INSTRUMENT RECORDED JULY 12, 2005 IN BOOK 3939 AT PAGE 90, COUNTY OF MESA, STATE OF COLORADO.

PARCEL 3:

BEGINNING AT A POINT 1320 FEET SOUTH OF THE NORTHEAST CORNER OF THE E $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN ON THE EAST BOUNDARY OF SAID SECTION 19;
THENCE WEST 330 FEET;
THENCE NORTH 330 FEET;
THENCE EAST 330 FEET;
THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 19 TO THE POINT OF BEGINNING;
EXCEPT ROAD AS DESCRIBED IN INSTRUMENT RECORDED IN BOOK 714 AT PAGE 521;
ALSO EXCEPT THE EAST 30 FEET THEREOF FOR PUBLIC ROAD RIGHT OF WAY, AS DESCRIBED IN INSTRUMENT RECORDED MAY 9, 1978 IN BOOK 1148 AT PAGE 471;
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, A COLORADO POLITICAL SUBDIVISION, BY INSTRUMENT RECORDED JULY 12, 2005 IN BOOK 3993 AT PAGE 95, COUNTY OF MESA, STATE OF COLORADO.

NOTICE OF NEIGHBORHOOD COMMENT MEETING

Type of Meeting: NCM- Neighborhood Comment Meeting

Subject of Meeting: Property located at 377 & 379 29 Road, Grand Junction, CO 81501.

An application for a Comprehensive Plan Amendment requesting a Land Use Designation change from Residential High to Mixed Use and a Rezoning application from RM-12 (Residential Medium - 12) to MU-2 (Mixed-Use Light Commercial)

Meeting Date: Tuesday, July 22, 2025

Meeting Time: 6:00 PM

Location: Patterson Road Church of Christ
2893 Patterson Rd, Grand Junction, CO 81506

Applicant Contact: John Moir – (970)270-9807

City of Grand Junction Planner Contact:

Jenna Gorney – (970)244-1432

A Neighborhood Comment Meeting (NCM) is held prior to a public hearing on an application. The purpose of an NCM is to allow the neighborhood to provide that applicant with feedback that may be relevant to improving the design of the project to address neighborhood concerns that may otherwise be raised at the public hearing.

Neighborhood Meeting Minutes

Address: 379 29 RD & 377 29 RD, GRAND JUNCTION, CO 81501

Topic: Comprehensive Plan Amendment and Rezone

Parcel Numbers: 2943-191-00-161 & 2943-191-56-002

SUMMARY OF NEIGHBORHOOD MEETING HELD TUESDAY, JULY 22, 2025, 6 PM AT GRAND JUNCTION CHURCH OF CHRIST

A neighborhood meeting for the above-referenced comprehensive plan amendment and subsequent rezone, was held Tuesday, July 22, 2025, at 6 PM at the Grand Junction Church of Christ located at 2893 Patterson Road. The initial letter notifying the neighboring property owners was sent on July 2, 2025, according to the mailing list received from the City of Grand Junction.

Present were John Moir, Vice President of Sunshine of Delta, Inc. and Sparky Moir, Secretary of Sunshine of Delta, Inc. Jenna Gorney, Senior Planner with the City of Grand Junction was also in attendance. No one from the public attended the meeting. The meeting began at approximately 6:00 PM. Sparky shared with Jenna the exhibits that she had intended to present. After 20 minutes, no one from the public had attended the meeting. The meeting ended at approximately 6:50 PM.

383 29 RD LLC
1571 POWIS LN
FRUITA CO 81521

BELLEW MARCUS
2889 FLORIDA ST
GRAND JUNCTION CO 81501

COCA SAMUEL A
560 ASHLEY LN
GRAND JUNCTION CO 81501

CITY OF GRAND JUNCTION
JESSICA JOHNSEN
250 N 5TH ST
GRAND JUNCTION CO 81501

DEGRANGE ALAN J
PO BOX 2058
HOTCHKISS CO 81419

GALLEGOS PAULINE M
BALERIO DON L SR
561 CASA RIO CT
GRAND JUNCTION CO 81507

GAURMER CHRISTIAN E
GAURMER ANN E
PO BOX 1457
TIOGA ND 58852

GOLDEN GATE PETROLEUM OF
NEVADA LLC
16580 WEDGE PARKWAY UNIT 300
RENO NV 89511

HEILIG CHRISTINA SUE
DEMATTEO CARL-GRANTEE
BENEFICIARY
2890 FLORIDA ST
GRAND JUNCTION CO 81501

HOWARD DENNIS M
HOWARD LEAH S
2231 RIMROCK RD
GRAND JUNCTION CO 81507

HUTCHISON CHARLES D
242 COLUMBUS CANYON RD
GRAND JUNCTION CO 81507

IJAMS JOHN A
IJAMS LINDA A
2889 RIVERSIDE PKWY
GRAND JUNCTION CO 81501

KELLER TRAVIS
KELLER LAUREN MICHELLE
2887 RIVERSIDE PARKWAY
GRAND JUNCTION CO 81501

LYNN VRANY LIVING TRUST DTD
9/8/2021
365 29 RD
GRAND JUNCTION CO 81504

MOIR JOHN IV
PO BOX 516
FRUITA CO 81521

ROWLAND MARY MARTHA
ZINK DORIS JOAN, POWELL ROBERT,
WILLIAM, RONALD, DONALD, & DEAN
3044 1/2 WEDGEWOOD DR
GRAND JUNCTION CO 81504

SKY VIEW PUD LLC
LEDERER CRYSTAL BROOK LLC
120 PONDEROSA DR
RIDGWAY CO 81432

STATE OF CO FBO COLORADO DEPT
OF HUMAN SERVICES
1575 SHERMAN
DENVER CO 80203

STOUT DEAN
ROBERTS ROSE LYNN-GRANTEE
BENEFICIARY
2892 FLORIDA ST
GRAND JUNCTION CO 81501

SUNSHINE OF DELTA INC
PO BOX 516
FRUITA CO 81521

TREAT STEVEN E
TREAT RENE' E
369 29 RD
GRAND JUNCTION CO 81504

UPPER LIMIT INVESTMENTS LLC
PO BOX 952
GRAND JUNCTION CO 81502

VANWINKLE WILBUR C
VANWINKLE NONA F
2911 D RD
GRAND JUNCTION CO 81504

VIVEROS ARIANNA M
VIVEROS MARIO A
546 DODGE ST
GRAND JUNCTION CO 81504

WEAVER MERLE W
296 LITTLE PARK RD
GRAND JUNCTION CO 81507

WOLTMAN CONOR
ROWE JULIE
2893 FLORIDA ST
GRAND JUNCTION CO 81501

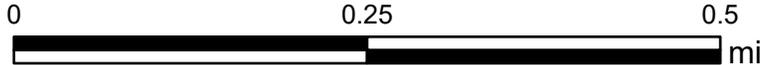
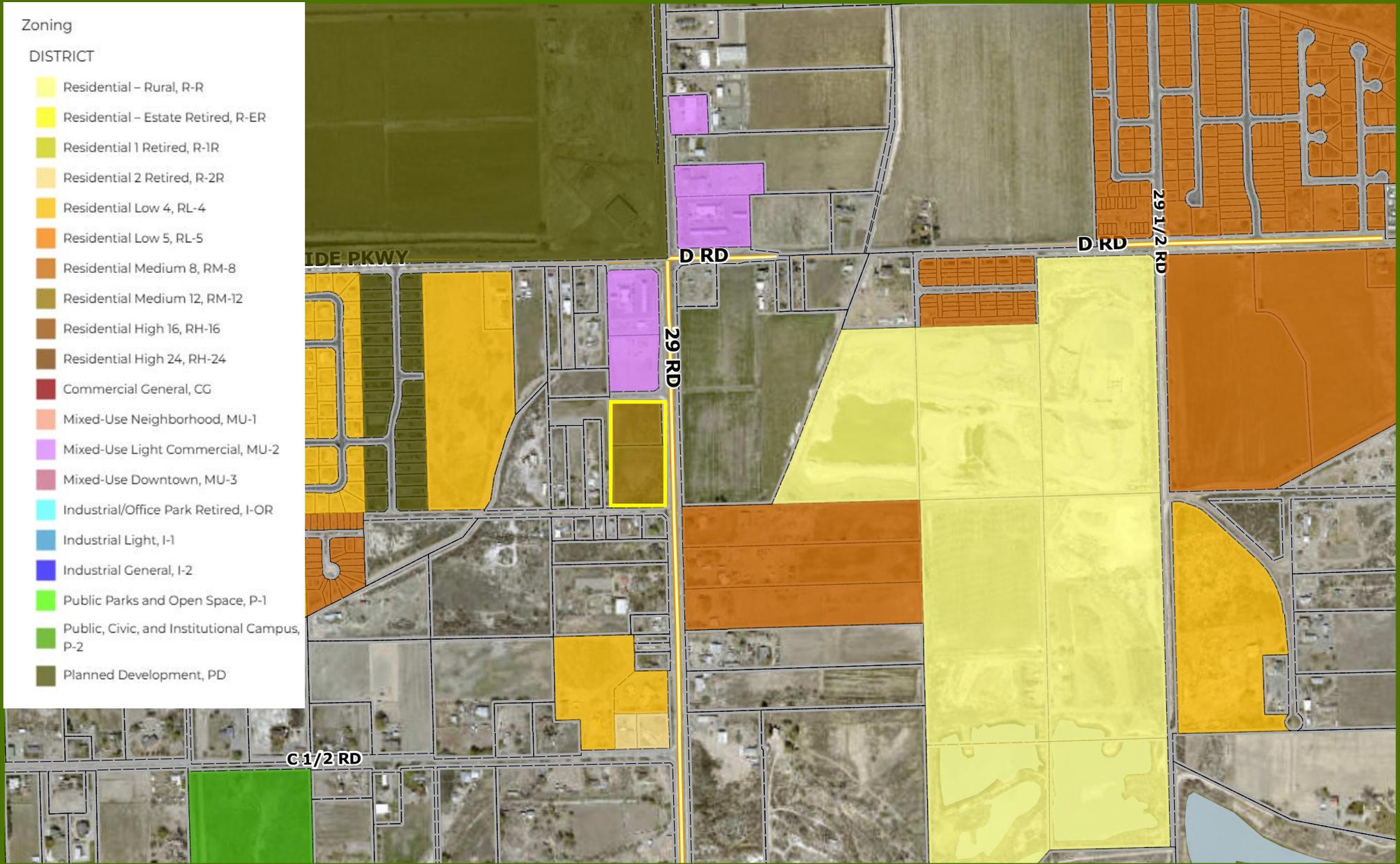
Location Map



Printed: 12/10/2025
1 inch equals 0 miles
Scale: 1:4,281
Packet Page 90

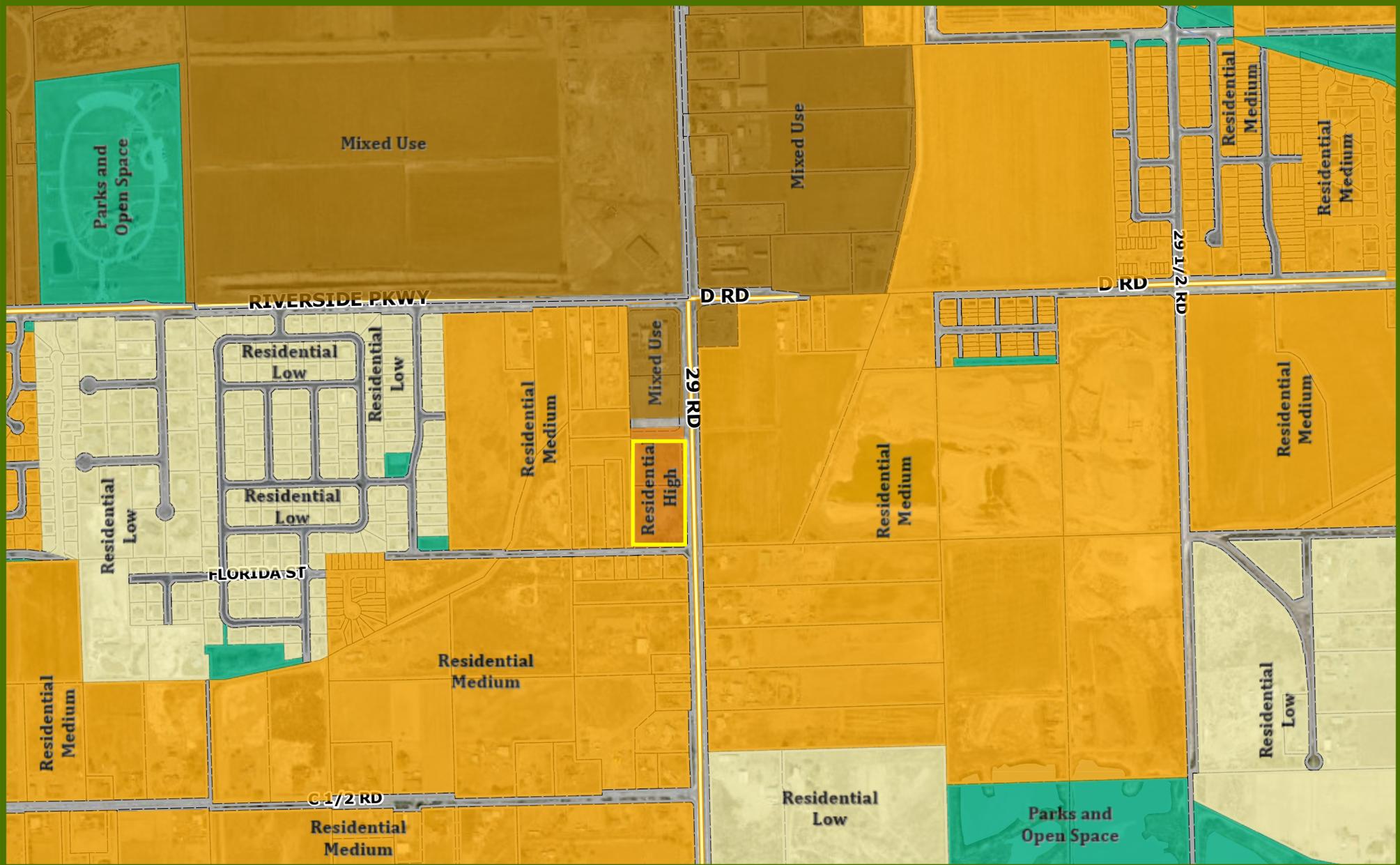
Zoning Map

- Zoning
- DISTRICT
- Residential - Rural, R-R
 - Residential - Estate Retired, R-ER
 - Residential 1 Retired, R-1R
 - Residential 2 Retired, R-2R
 - Residential Low 4, RL-4
 - Residential Low 5, RL-5
 - Residential Medium 8, RM-8
 - Residential Medium 12, RM-12
 - Residential High 16, RH-16
 - Residential High 24, RH-24
 - Commercial General, CG
 - Mixed-Use Neighborhood, MU-1
 - Mixed-Use Light Commercial, MU-2
 - Mixed-Use Downtown, MU-3
 - Industrial/Office Park Retired, I-OR
 - Industrial Light, I-1
 - Industrial General, I-2
 - Public Parks and Open Space, P-1
 - Public, Civic, and Institutional Campus, P-2
 - Planned Development, PD



Printed: 12/10/2025
 1 inch equals 0 miles
 Scale: 1:8,562

Future Land Use Map



Printed: 12/10/2025
1 inch equals 0 miles
Scale: 1:8,562
Packet Page 92

GRAND JUNCTION PLANNING COMMISSION
December 23, 2025, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Thomas (virtually), Gregg Palmer, and Keith Ehlers.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director) Thomas Lloyd (Planning Manager), Daniella Acosta Stine (Principal Planner), and Madeline Robinson (Planning Technician).

There were 8 members of the public in attendance, and 0 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from December 9, 2025.

Commissioner Palmer moved to approve the Consent Agenda.

Commissioner Quintero seconded; motion passed 6-0.

REGULAR AGENDA

2. Lucky Me Center - 29 Rd & Patterson Rd **RZN-2025-293**

Consider a request by Lucky Me Premises LLC, Property Owner, to rezone a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed - Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road. - **This item to be moved to the January 13th, 2026 Planning Commission Hearing**

3. 377 & 379 29 Road Comprehensive Plan Amendment **CPA-2025-502**

Consider a request by Sunshine of Delta, Inc. for a Comprehensive Plan Amendment for approximately 3.72 acres from Residential High to Mixed Use located at 377 29 Road and 379 29 Road

Staff Presentation

Thomas Lloyd, Planning Manager, introduced exhibits on behalf of Senior Planner, Jenna Gorney, into the record and provided a presentation regarding the request.

Questions for Staff

No questions for staff from the commissioners.

Applicant John Moir, owner of Sunshine of Delta, 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 16, 2025, via www.gjcity.org.

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

The public comment period was closed at 5:51 p.m. on December 23, 2025.

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

Discussion

Commissioner Ehlers had a question for the applicant as to why the MU-1 zoning had not been looked at for the CPA. Planning Manager Lloyd made comment that MU-2 does allow for higher density and more flexibility with the commercial and retail uses.

Motion and Vote

Commissioner Quintero made the following motion “Madam Chair, on the Comprehensive Plan Amendment request for the property located at 377 and 379 29 Road, City file number CPA-2025-502, 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 Palmer seconded; motion passed 6-0.

4. 377 & 379 29 Road Rezone RZN-2025-503

Consider a request by Sunshine of Delta, Inc., for a Rezone of approximately 3.72 acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2) located at 377 and 379 29 Road

Staff Presentation

Thomas Lloyd, Planning Manager, introduced exhibits on behalf of Senior Planner, Jenna Gorney, into the record and provided a presentation regarding the request.

Questions for Staff

No questions for staff from the commissioners. No presentations or comment from the applicant either.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 6:09 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

No discussion occurred.

Motion and Vote

Commissioner Quintero made the following motion “Madam Chair, on the Rezone request for the property located at 377 and 379 29 Road, City File Number RZN-2025-503, I move that the Planning Commission forward a recommendation of conditional approval to City Council with the finding of fact as listed in the staff report.”

Commissioner Palmer seconded; motion passed 6-0.

5. Zoning Code Amendments

ZCA-2025-698

Consider a request to Amend Section 21.02.010(b)(3) pertaining to Planning Commissioner Terms

Staff Presentation

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

Questions for Staff

No questions from Commissioners for staff

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 6:15 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Palmer made comment that he believes in term limits, but commissioners are appointed by City Council where Council members are elected. Palmer supports this item.

Commissioner Thomas also made comments that he supports the item as well, and there are times when the commission struggles to find qualified individuals.

Commissioner Zyvan made comment that he approves of the gap between terms.

Motion and Vote

Commissioner Palmer made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-698, I move that the Packet Page 98 Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report.”

Commissioner Quintero seconded; motion passed 6-0.

6. Zoning Code Amendments ZCA-2025-697

Consider an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Application Outreach Meetings, Required Improvements, and Accessible Parking

Staff Presentation

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

Questions for Staff

Commissioner Zyvan had clarifying questions about how the city is complying with the State’s accessibility with EV charging.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 6:29 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Palmer wanted further clarification as to why staff wanted to make the changes brought forth with this item.

Motion and Vote

Commissioner Zyvan made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-697, excluding 21.05.020(q), I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report.”

Commissioner Quintero seconded; motion passed 6-0.

7. Zoning Code Amendments ZCA-2025-699

Consider a request to amend sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) concerning Pre-Application Meetings

Staff Presentation

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

Questions for Staff

Commissioner Ehlers questioned the absolute striking of the criteria from the code, and what other services may still be available for applicants.

Commissioner Zyvan questioned the barriers applicants may endure with this elimination from code.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

Co-applicant Kevin Bray, had a presentation for the Commissioners.

Housing Task Force Member Mark Austin made comment to the commissioners of his support of removing Pre-Application meetings.

Commissioner Ehlers had questions about the checklist and its revisions. Community Development Director Tamra Allen made comment that the Pre-Application process would be voluntary now.

*The public comment period was closed at 7:05 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Zyvan approves of the variability for submittals.

Motion and Vote

Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-699, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report."

Commissioner Palmer seconded; motion passed 6-0.

OTHER BUSINESS

Workshop will be occurring on January 8th

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting. Palmer seconded

The vote to adjourn was 6-0.

The meeting adjourned at 7:08 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE REZONING 377 29 ROAD AND 379 29 ROAD FROM RESIDENTIAL MEDIUM 12 (RM-12) TO MIXED USE LIGHT COMMERCIAL (MU-2) ZONE DISTRICT

Recitals:

The property owner, Sunshine of Delta, Inc. proposes a rezone from Residential Medium 12 (RM-12) to Mixed Use Light Commercial (MU-2) on a total of 3.72 acres, located at 377 29 Road and 379 29 Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended conditional approval of changing the zoning from Residential Medium 12 (RM-12) to Mixed Use Light Commercial (MU-2) on the property, finding that it conforms to and is consistent with the Land Use Map designation of Mixed Use of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. Planning Commission first made recommendation to City Council in CPA-2025-502 to amend the Comprehensive Plan designation the land area as Mixed Use rather than Residential High.

After public notice and public hearing, the Grand Junction City Council finds that changing the zoning from Residential Medium 12 (RM-12) to Mixed Use Light Commercial (MU-2) for the property, is consistent with, and is in conformance with the Comprehensive Plan and has met the stated rezone review criteria of Section 21.02.050(m)(3)(ii) of the Grand Junction Zoning and Development Code.

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

The following property shall be rezoned to Mixed Use Light Commercial (MU-2) on the zoning map conditioned upon the Comprehensive Plan Land Use Map being changed to a Mixed Use Land Use Designation as approved in CPA-2025-502:

Two parcels of land situated in the Northeast Corner of the Southwest Corner of the E ¼ NE ¼ of Section 19, Township 1 South, Range 1 East of the Ute Meridian on the East boundary of said Section 19, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

377 29 Road:

Beginning at a point 1320 feet south of the northeast corner of the E ¼ NE ¼ NE ¼ of Section 19, Township 1 South, Range 1 East of the Ute Meridian on the east boundary of said Section 19; thence west 330 feet; thence north 330 feet; thence east 330 feet; thence south along the east boundary of said Section 19 to the point of beginning; except road as

described in instrument recorded in Book 714 at Page 521; also except the east 30 feet thereof for public road right of way, as described in instrument recorded May 9, 1978 in Book 1148 at Page 471; also excepting therefrom that portion thereof conveyed to Mesa County, a Colorado political subdivision, by instrument recorded July 12, 2005 in Book 3939 at Page 95, County of Mesa, State of Colorado.

379 29 Road:

Lot 2, Sunshine of Delta Subdivision (Reception No. 2905283 of the Mesa County Clerk and Recorder's records.)

Said parcels of land contain 3.72 acres as described.

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

ADOPTED on second reading this 4th day of February, 2026 and ordered published in pamphlet form.

Cody Kennedy
President of the Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #2.b.iii.

Meeting Date: January 21, 2026
Presented By: Tim Lehrbach, Principal Planner
Department: Community Development
Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance Zoning the Morelli Annexation to Mixed-Use Light Commercial (MU-2), 2.56 Acres Located on Unaddressed Property Between 3105 E 1/2 Road and 3112 I-70B, Parcel Number 2943-103-00-101, and Setting a Public Hearing for February 4, 2026

RECOMMENDATION:

The Planning Commission heard this request at the January 13, 2026 meeting and voted (5-0) to approve the request.

EXECUTIVE SUMMARY:

The applicants, Morelli Family Trust, U/A dated October 21, 2022 and Carla Morelli-Saurdiff, are requesting a zone of annexation to Mixed-Use Light Commercial (MU-2). The approximately 2.56 acres consists of one parcel of land located between 3015 E 1/2 Road and 3112 I-70B. The subject property is vacant. The property is Annexable Development per the Persigo Agreement. Annexation is requested to allow for future development of the property. The zone district of MU-2 is consistent with the Commercial land use category of the Comprehensive Plan.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The applicants, Morelli Family Trust, U/A dated October 21, 2022 and Carla Morelli-Saurdiff, are requesting a zone of annexation to Mixed-Use Light Commercial (MU-2). The approximately 2.56 acres consists of one parcel of land located between 3015 E 1/2 Road and 3112 I-70B. The subject property is vacant. The property is Annexable Development per the Persigo Agreement. Annexation is requested to allow for future development of the property. The zone district of MU-2 is consistent with the Commercial land use category of the Comprehensive Plan. The request for annexation

will be considered separately by City Council.

The property is currently zoned in Mesa County as Residential Single Family – 4 (RSF-4). The surrounding zoning is Mesa County Residential Single Family – 4 (RSF-4) to the west and north, City of Grand Junction Mixed-Use Light Commercial (MU-2) to the northeast, and Mesa County Concentrated Business District (B-2). Zoning will be considered for adoption by the City Council and requires review and recommendation by the Planning Commission.

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

The purpose of the Mixed-Use Light Commercial (MU-2) zone district is to accommodate commercial, employment, multi-unit, and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. The subject property abuts Interstate 70 Business Loop. Availability of urban services and adjacency to a Principal Arterial road and Active Transportation Corridor, as identified in the Grand Junction Circulation Plan, render the property suitable for development in accordance with allowed uses in the MU-2 zone district, which include a range of residential uses, community and cultural facilities, lodging, educational facilities, parks and open space, food and beverage, retail, office, vehicle-oriented, and recreation and entertainment uses.

In addition to the MU-2 zone district requested by the petitioner, Commercial General (CG), Public, Civic, and Institutional Campus (P-2), and Planned Development (PD) would also implement the Comprehensive Plan land use designation of Commercial. While staff finds that the requested MU-2 zone district is appropriate, CG may likewise be appropriate for this property. Adoption of this latter districts would, however, reduce opportunities for residential and mixed-use development.

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 Central High School on February 10, 2025. The applicants and their representative, City staff, and one member 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 April 22, 2025. Mailed notice of the public hearings before the 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 January 2, 2026. The notice of the Planning Commission public hearing was published on January 3, 2026, in the Grand Junction Daily Sentinel.

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 Mixed-Use Light Commercial (MU-2) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

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

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

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

Intensification and Tiered Growth Plan.

The subject property is 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 Mixed-Use Light Commercial implements the Comprehensive Plan because it is an implementing zoning district of the Commercial designation. While staff finds that the requested MU-2 zone district is appropriate, Commercial General may likewise be appropriate for this

property. Adoption of this latter district would, however, reduce opportunities for residential or mixed-use development.

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 adjacent to commercial and residential uses to the north, northeast, and east. The property to the west remains undeveloped. Development standards and allowed uses within the MU-2 zone district yield a site that may be developed appropriately to both its residential and nonresidential adjacencies.

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 Mixed-Use Light Commercial (MU-2) allows for the introduction of new uses which support utilizing existing resources and infrastructure for infill development adjacent to a Principal Arterial and Active Transportation Corridor.

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.

Annexation and zoning of the property will provide additional land within the City limits for growth. The Persigo Agreement anticipates that such development shall occur within the City.

Therefore, staff finds that this criterion has been met.

FINDING OF FACT AND STAFF RECOMMENDATION

After reviewing the Morelli Zone of Annexation, ANX-2025-192, request for the property located between 3015 E ½ Road and 3112 I-70B, Parcel No. 2943-103-00-101, from Mesa County Residential Single Family – 4 (RSF-4) to Mixed-Use Light Commercial (MU-2), the following finding of fact has been made:

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

Therefore, the Planning Commission recommends approval.

FISCAL IMPACT:

There is no direct fiscal impact for this item.

SUGGESTED MOTION:

I move to introduce, and authorize publication in pamphlet form, an ordinance zoning the Morelli Annexation, 2.56 Acres located on unaddressed property between 3105 E ½ Road and 3112 I-70B – Parcel No. 2943-103-00-101, to Mixed-Use Light Commercial (MU-2), and set a public hearing for February 4, 2026.

Attachments

1. Development Application
2. Morelli Annexation Annexation No. 1 Map
3. Morelli Annexation Annexation No. 2 Map
4. Schedule and Summary Table
5. Maps
6. Planning Commission Minutes - 2026 - Jan 13 - DRAFT
7. 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: 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 #: _____

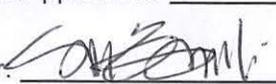
Contact Person: Eric C. Marquez

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 descripton

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:

[Empty box for limited authority details]

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

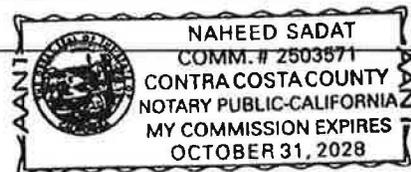
I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

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:

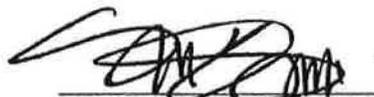
BEG 349.37FT E + 297.25FT S OF W4 COR SEC 10 1S 1E E 237.49FT S 434.73FT to N LI HWY 6 + 24 S 73DEG03' W ALG SD HWY 248.28FT.

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.

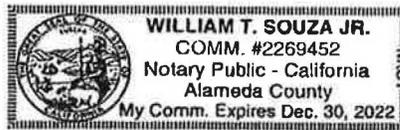
STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

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

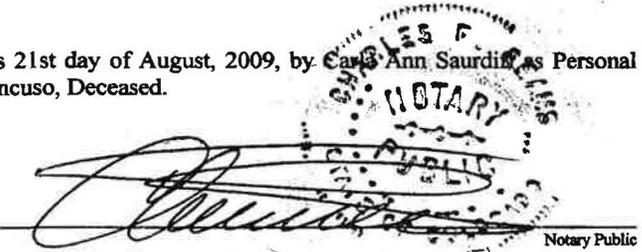


Carla Ann Saurdiff, Personal Representative of the Estate of Frank J. Mancuso a/k/a Frank Mancuso, Deceased

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

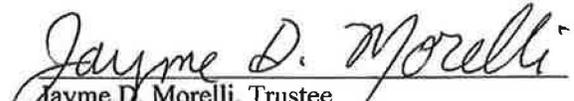
Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

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

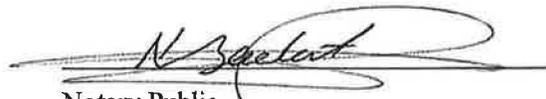
STATE OF California)

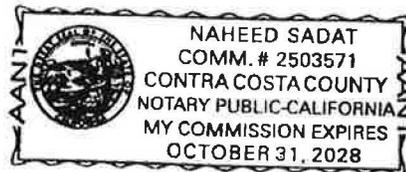
COUNTY OF Contra Costa) ss.

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



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.

3 PAGE DOCUMENT

WHEN RECORDED MAIL TO:

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

QUIT CLAIM DEED

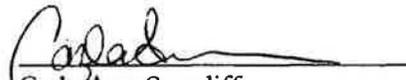
We, Carla Ann Saurdiff and Michael E. Morelli, ("Grantors") do hereby quit-claim to Carla A. Morelli as Trustee of the CARLA A. MORELLI TRUST dated the 24th day of April, 2014, ("Grantee") for good and valuable consideration, the following described tract of land located in the County of Mesa, State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

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

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;

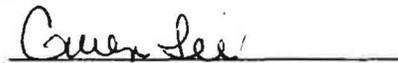
Assessor's Parcel Number: 2943-103-00-101

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



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.

James Alan Maxwell
Notary Public
James Alan Maxwell
a notary public
5/28/2014

State of California)
County of Contra Costa)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

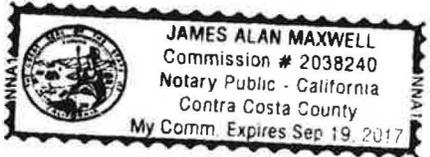
On May 28, 2014 before me, James Alan Maxwell - a notary public
(here insert name and title of the officer)

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 James Alan Maxwell

(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)

**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

232 Cobblestone Dr Antioch
ADDRESS CA 94509



SIGNATURE

6/18/25

DATE

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

NAME

232 Cobblestone Dr. Antioch,
ADDRESS CA 94509



SIGNATURE

6/18/25

DATE

**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:

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Tax ID # 2943-103-00-101

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

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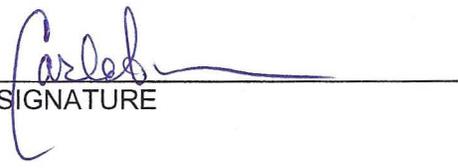
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Carla Morelli-Saurdiff, f/k/a Carla A. Morelli 308 Palmer Lane, Mesquite, NV 89021
NAME ADDRESS

 June 17, 2025
SIGNATURE DATE

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





Review 1 - General Project Report
Morelli Annexation

Contents

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 - 1. Location..... 1
 - 2. Acreage 1
 - 3. Proposed Use 1
- B. Public Benefit 1
- C. Neighborhood Meeting..... 1
- D. Project Compliance, Compatibility and Impact..... 1
 - 1. Adopted Plans and/or Policies 1
 - 2. Future Land Use **Error! Bookmark not defined.**
 - 3. Land Use in Surrounding Area 1
 - 4. Site Access and Traffic Patterns 1
 - 5. Availability of Utilities 2
 - 6. Special or Unusual Demands on Utilities 2
 - 7. Effects on Public Facilities 2
 - 8. Hours of Operation 2
 - 9. Number of Employees 2
 - 10. Signage Plans 2
 - 11. Site Soils and Geology 2
 - 12. Impact on Site Geology and Geological Hazards 2
- E. Application Specific Review Criteria..... 3
- F. Development Schedule and Phasing..... 3
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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

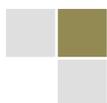
The property is not within the boundaries of existing Neighborhood Plans found on the City of Grand Junction GIS website.

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

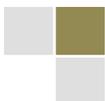
The Major Site Plan complies with § 21.02.70(g) of the Grand Junction City Code. All construction plans will be submitted for review prior to beginning work.

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.

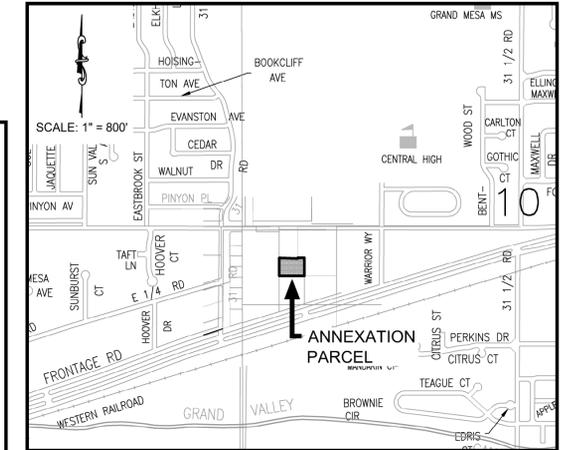
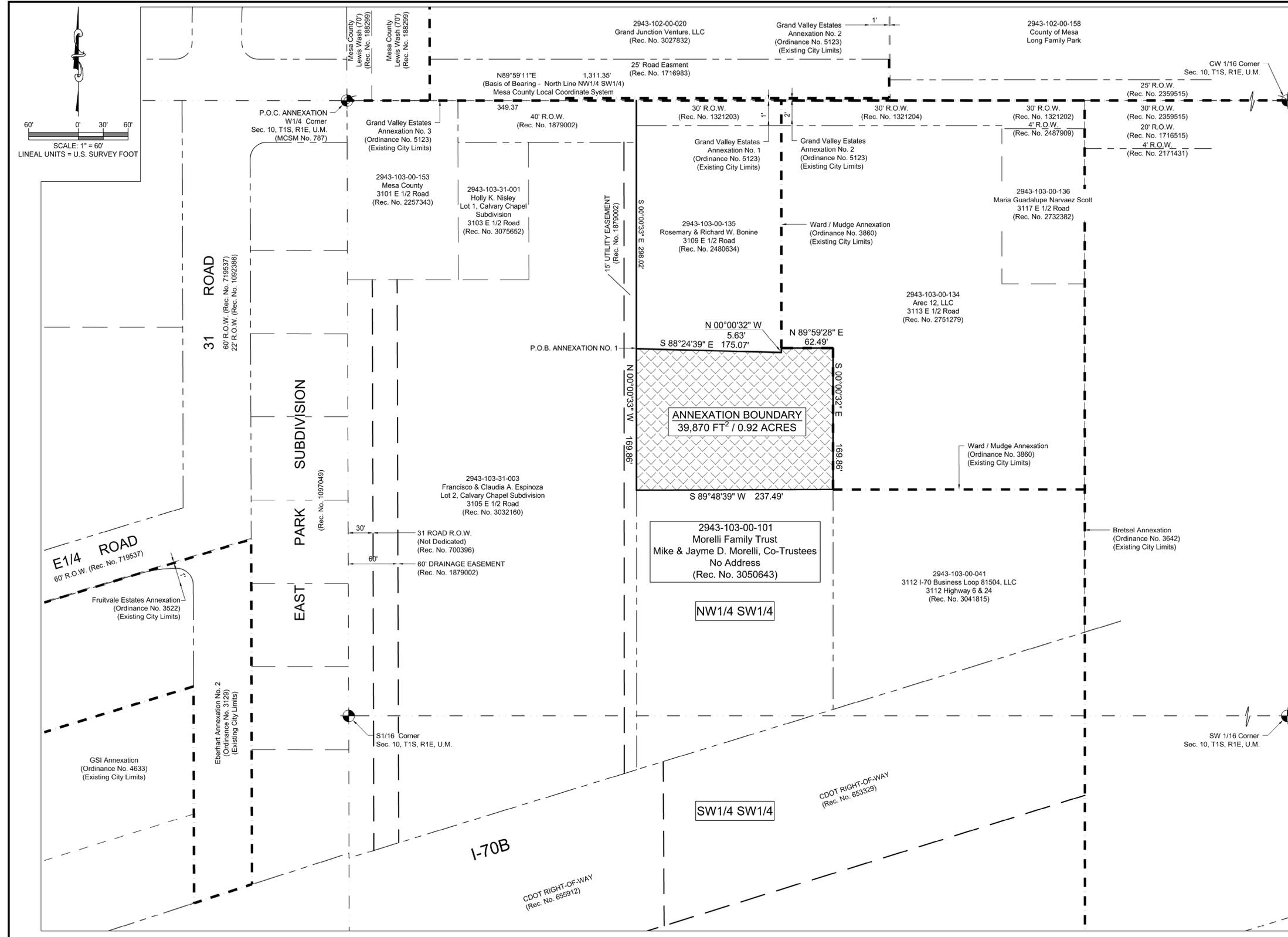
Present were John Hodge, Technician with APEX Consulting Engineers, Shelly Nelson, Technician with APEX Consulting Engineers and Timothy Lerbach, Principal Planner, City of Grand Junction. One person from the public attended the meeting.

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 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



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; 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°59'28\"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.

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

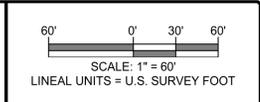
NOTE:
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JODIE L GREIN
STATE OF COLORADO - P.L.S. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501

C:\Projects\C5444 City of Grand Junction Annexations\WX-2025-192 Morelli Annexation\Morelli Annexation.dwg - PLOTTED 2025-11-03

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

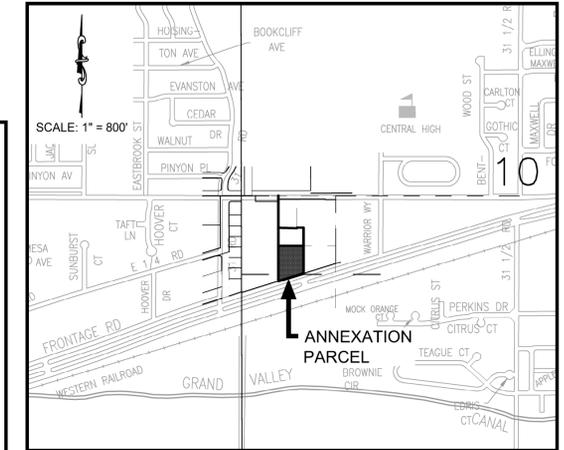
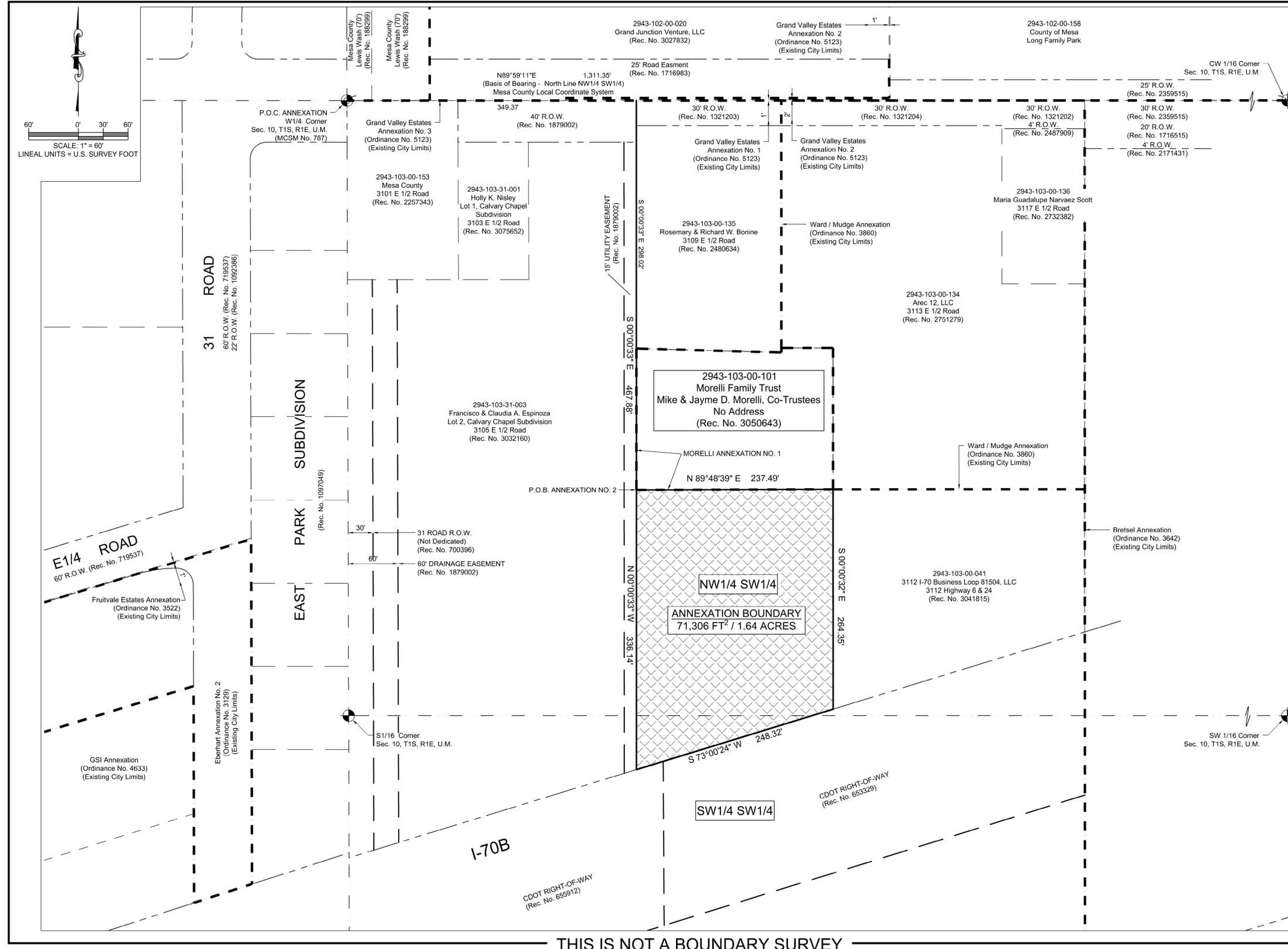


Engineering & Transportation Department
244 North 7th Street - Grand Junction, CO. 81501

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

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\"/>

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.	0.000,0 FT ²
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

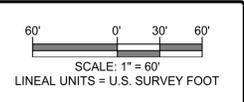
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JODIE L GREIN
STATE OF COLORADO - P.L.S. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501

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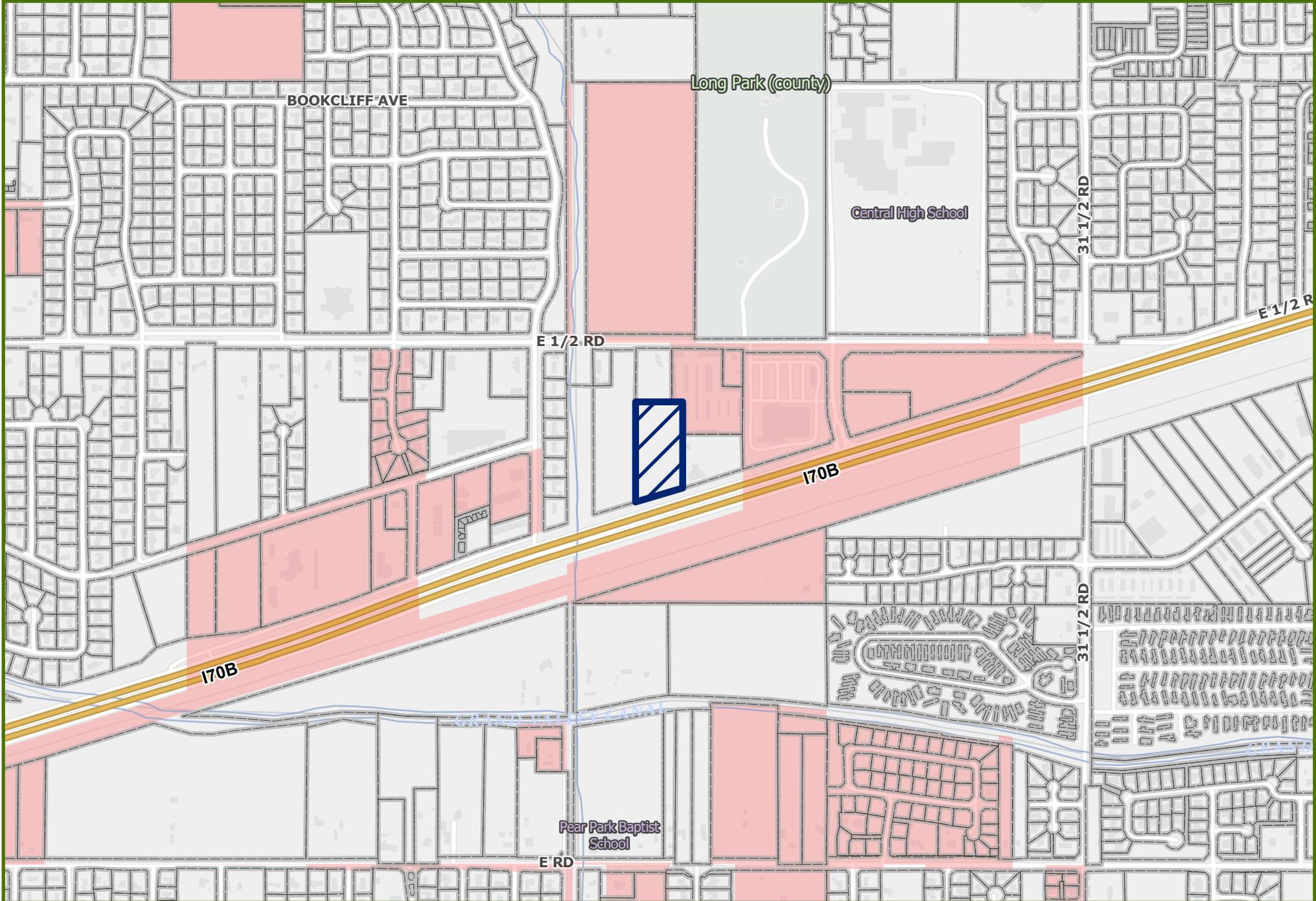


Engineering & Transportation Department
244 North 7th Street - Grand Junction, CO. 81501

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

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 21, 2026	City Council Intro Proposed Zoning Ordinance		
January 21, 2026	City Council Accept Petition/Annex and Public Hearing		
February 4, 2026	City Council Hearing on Zone of Annexation		
February 22, 2026	Effective date of Annexation		
March 5, 2026	Effective date of Zone of Annexation		
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
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

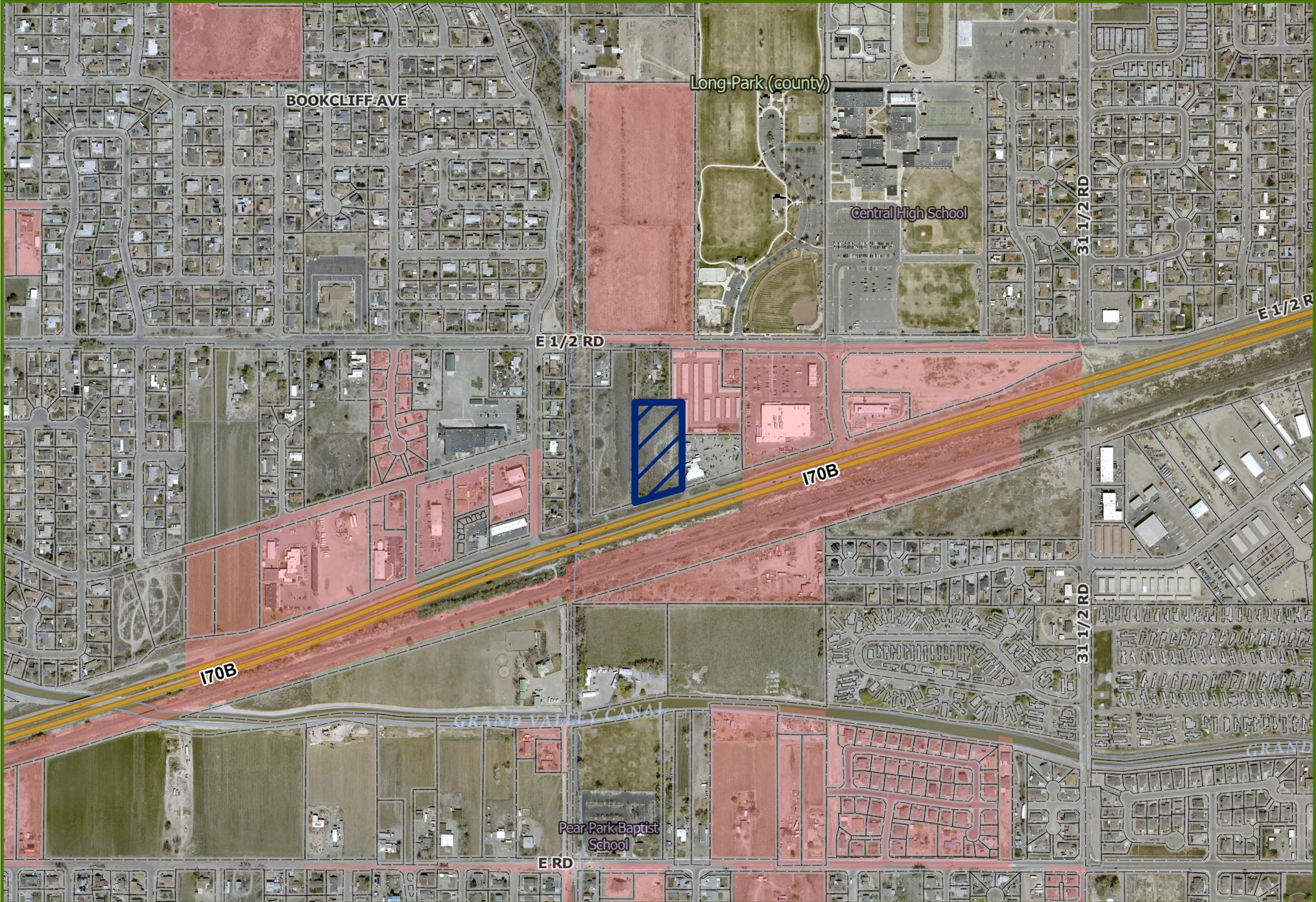


Annexation Site



City Limits

Morelli Annexation



0 250 500 1,000 Feet

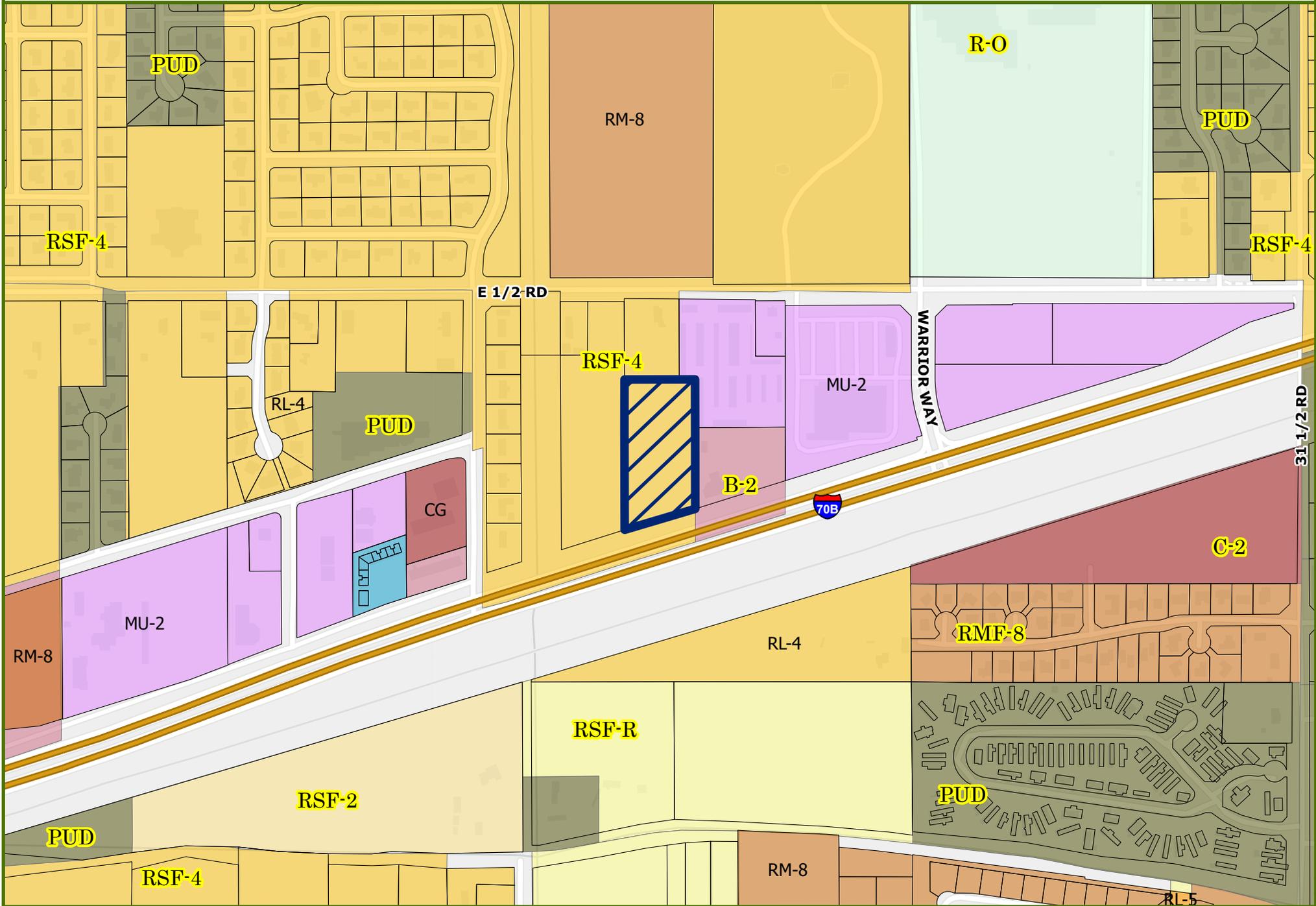


Annexation Site



City Limits

Morelli Annexation - Zoning



0 125 250 500 Feet



Annexation

City Zoning

County Zoning

Date Created: 12/9/2025



Morelli Annexation - Land Use



0 125 250 500 Feet

 Annexation Site
Packet Page 136

Date Created: 12/9/2025



GRAND JUNCTION PLANNING COMMISSION
January 13, 2026, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

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

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Thomas Lloyd (Planning Manager), Jessica Johnsen (Zoning Supervisor), Daniella Acosta Stine (Principal Planner), Tim Lehrbach (Principal Planner), Jacob Kaplan (Planning Technician), and Madeline Robinson (Planning Technician).

There were 11 members of the public in attendance, and 5 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from December 23, 2025.

2. Lowell Village Phase 2 Subdivision Extension **SUB-2019-687**

Consider a request by Jeremy Nelson of Grand Junction ReGeneration LLC (owner) – to extend the plat recording deadline for the Lowell Village Phase 2 Subdivision, 32 lots on 1.63 acres in an MU-3 (Mixed Use Downtown) zone district.

3. Aspire Residential Easement Vacation **VAC-2025-61**

Consider a request to partially vacate a Drainage Canal Easement and Easement for Pipeline for the City of Grand Junction located at 2651 Stacy Drive on a 7.10-acre parcel in an RH-24 district to accommodate the construction of three, three-story, 24-unit apartment buildings - **This item to be moved to the January 27th, 2026, Planning Commission Hearing**

Commissioner Quintero moved to approve the Consent Agenda.

Commissioner Moore seconded; motion passed 5-0.

REGULAR AGENDA

1. Fox Grove Subdivision Annexation **ANX-2025-421**

Consider a request by Grand Junction Real Estate Investments, LLC to zone 4.88 acres located at 3071 E 1/2 Road from Mesa County Residential Single Family - 4 District (RSF-4) to Residential Medium 8 (RM-8) located at 3071 E 1/2 Road.

Staff Presentation

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

Questions for Staff

Commissioner Weckerly clarified that the additional exhibit being added to the record was a revision to Exhibit 6 regarding the acreage of the parcel.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

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

The public hearing was closed at 5:44 p.m. on January 13, 2026.

Discussion

Motion and Vote

Commissioner Zyvan made the following motion “Madam Chair, on the Zone of Annexation request for the property located at 3071 E 1/2 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 Quintero seconded; motion passed 5-0.

2. Lucky Me Center Rezone **RZN-2025-293**

Consider a request by Lucky Me Premises LLC, Property Owner, to rezone a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed -Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road.

Staff Presentation

Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Zyvan asked why the application was being considered as one item given the various zoning of the parcels being rezoned.

Chair Weckerly indicated there was a typo with the public notice and the wrong zoning was provided (parcels zoned RM-8, not RM-12). It was argued that since the typo was with the previous zoning, not what the zoning would be (MU-2), the rezone would still have been advertised appropriately.

Kim Kerk with Kim Kerk Land Consulting & Development spoke on behalf of the applicant and provided a brief summary of the project.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

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

The public comment period was closed at 6:01 p.m. on January 13, 2026.

Commissioner Moore read an email exchange between Gregg Palmer and Trent Prall about the adjacent intersection at 29 Rd and Patterson Rd.

The public hearing was closed at 6:04 p.m. on January 13, 2026.

Discussion

There was no additional discussion among the Commissioners.

Motion and Vote

Commissioner Quintero made the following motion “Madam Chair, on the Rezone request for the property located at the northeast corner of the intersection of Patterson Road and 29 Road, City file number RZN-2025-293, 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 Ehlers seconded; motion passed 5-0.

3. Morelli Annexation

ANX-2025-192

Consider a request by the Morelli Family Trust, U/A dated October 21, 2022, and Carla Morelli-Saurdiff to zone 2.56 acres from Mesa County Residential Single Family – 4 (RSF-4) to Mixed-Use Light Commercial (MU-2), Located Between 3105 E ½ Road and 3112 I-70B – Parcel No. 2943-103-00-101.

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, January 6, 2026, via www.gjcity.org.

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

The public hearing was closed at 6:09 p.m. on January 13, 2026.

Discussion

There was no additional discussion among the Commissioners.

Motion and Vote

Commissioner Quintero made the following motion “Madam Chair, on the Zone of Annexation request for the property located 3015 E ½ Road and 3112 I-70B, Parcel No. 2943-103-00-101, 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 5-0.

4. C ½ Road Gravel Pit CUP Extension **CUP-2021-616**

Consider a request to extend Planning Commission’s conditional approval from August 22, 2023 of a Conditional Use Permit (CUP) to Allow Sand and Gravel Extraction on a Total of 27.8 acres in a Public, Civic, and Institutional Campus (P-2) Zone District Located at 2855 C 1/2 Road.

Staff Presentation

Jessica Johnsen, Zoning Supervisor, introduced exhibits into the record and provided a presentation regarding the request. She provided context for an additional exhibit that was submitted by the State of Colorado Department of Parks and Wildlife regarding the Riverfront Trail on the South side of the parcel.

Questions for Staff

Commissioner Quintero asked when the CUP was originally issued.

Mark Austin, with Austin Civil Group, spoke on behalf of the Applicant and provided some context for the extension request.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

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

The public comment period was closed at 6:23 p.m. on January 13, 2026.

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

The public hearing was closed at 6:23 p.m. on January 13, 2026.

Discussion

Commissioner Ehlers commented that the late additions by the Colorado Division of Parks and Wildlife were refining the original approval.

Commissioners Zyvan and Quintero echoed Commissioner Ehlers comments.

Motion and Vote

Commissioner Quintero made the following motion “Madam Chair, on the C ½ Road Gravel Pit to establish a Conditional Use Permit for a mining excavation operation, file number CUP-2021-616, I move that the Planning Commission approve the CUP with the findings of fact and conditions listed in the staff report.”

Commissioner Ehlers seconded; motion passed 5-0.

5. Camelback Gardens ODP PLD-2023-121

Consider a request by Camelback Gardens, LLC and Upland Homes, Inc for Review and Approval of a Planned Development (PD) Outline Development Plan (ODP) for the Camelback Gardens Development Proposed on a Total 10.29 Acres Located at 381 and 409 High Desert Road - **This item was moved to the January 27th, 2026, Planning Commission Hearing.**

6. Zoning Code Amendments – Quarter 1 2026 ZCA-2025-753

Consider a request by the City of Grand Junction to amend Sections of the Zoning and Development Code and 24 Road Corridor Design Standards (Title 21 and Title 25 of the Grand Junction Municipal Code) regarding Planned Development, Mixed-Use Downtown District Specific Standards, Short-Term Rentals, Accessory Uses and Structures, Shared Driveways, ROW Dedication, Multi-Unit Design Standards, Access to Public Streets, Open and Undeveloped Spaces, and Service and Storage Areas in the 24 Road Corridor.

Staff Presentation

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

Questions for Staff

Commissioner Quintero asked about the nature of the requested code amendments and if the ultimate goal was just “cleaning up” the existing code language.

Commissioner Ehlers inquired about the proposed shared driveway amendments, including fire code standards, maximum driveway width, the requirements for HOA tract dedication rather than easements, and whether that requirement would necessitate the creation of an HOA.

Chair Weckerly asked if this change would be applied retroactively to parcels that are already accessed off a shared driveway.

There was additional discussion about the necessity of the amendments regarding property ownership and shared access on shared driveways, and their relation to HOA creation.

Commissioner Moore asked why this amendment was proposed and if staff had an example for the necessity of this change regarding property ownership and shared access on shared driveways. Commissioner Ehlers continued this question and its relation to HOA creation.

There was additional discussion about the necessity of the amendments regarding property ownership and shared access on shared driveways, and their relation to HOA creation.

Commissioner Ehlers asked for clarity about the strikethroughs for storm drainage, retention, and detention ponds in GJMC 21.09.060(b)(3) and why the proposal did not reference the Storm Water Management Manual (SWMM).

Chair Weckerly asked why the stormwater detention facilities were required to be planted.

There was discussion about continuing the amendments to stormwater facilities to a future hearing.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

Henry Brown commented on the strikethrough to 21.05.050(d)(2)(ii) regarding building access and its relation to Plan Principals 5 and 6 of the Comprehensive Plan.

The public comment period was closed at 7:10 p.m. on January 13, 2026.

Staff responded to Mr. Brown's comments and provided context on the code amendments.

The public hearing was closed at 7:11 p.m. on January 13, 2026.

Discussion

Commissioner Zyvan asked about ADA code.

Commissioner Moore commented that the access questions posed by Mr. Brown were discussed in previous workshops and the existing language had unforeseen constraints on development whereas the amendments provided additional flexibility.

Motion and Vote

Commissioner Ehlers made a motion the request to amend Title 21 Zoning and Development Code and Title 25 24 Road Corridor Design Standards of the Grand Junction Municipal Code, City file number ZCA-2025-753, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report with the exception that 21.05.020(e)(5)(ii) and 21.09.060 be remanded back to staff for further consideration.

Commissioner Moore seconded; There was discussion amongst the commissioners about Commissioner Ehler's motion.

Commissioner Ehlers withdrew the previous motion.

Commissioner Zyvan made the following motion: "Chair, on the request to amend Title 21 Zoning and Development Code and Title 25 24 Road Corridor Design Standards of the Grand Junction Municipal Code, City file number ZCA-2025-753, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report, remanding back Section 21.09.060(b)(3) referring to storm drainage, retention, and detention ponds for further consideration by staff."

Commissioner Quintero seconded; motion passed 4-1.

7. Zoning Code Amendments – Bicycle Storage & Parking ZCA-2026-30

Consider a request by the Housing Affordability Code Task Force to Amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Bicycle Storage and Parking.

Staff Presentation

Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request. She provided context for an additional exhibit that was submitted by John Gargas, the developer for the Aspire Residential Multi-unit development.

Questions for Staff

Commissioner Moore asked for clarification on the strikethrough for Subsection 2 of the Staff prepared alternative.

Commissioner Zyvan asked if there was a typo on the measurements in the short-term parking table. He asked what "enclosed" meant in regard to long-term bicycle parking and if it required the parking to be covered.

Members of the Housing Affordability Code Task Force (HACTF) provided some context for the request.

Commissioner Ehlers asked the applicant to summarize what was being requested by the HACTF.

Chair Weckerly noted that there were two prepared motions, and that either could be modified if the Commission so chose.

There was additional discussion regarding the long-term bicycle parking and its impact on housing affordability.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

David Lehman commented that the HACTF has failed to show how reduced costs for builders would make housing more affordable and agreed with Staff's findings that the request did not meet the goals of the Comprehensive Plan.

Henry Brown noted that HACTF presented no concrete metrics or figures for the cost of long-term bicycle parking and spoke about the difference in maintenance costs related to cars vs. bicycles. He commented that the current utilization of the bike parking at the "Slate on 25 Road" was impressive given the state of the surrounding cycle infrastructure.

Mark Austin with the HACTF provided context on the differing costs of long-term bike parking that he had stated earlier.

Mike Foster with the HACTF agreed with Mr. Brown's comments on existing cycle infrastructure but argued that the parking should be added as needed once the infrastructure was in place.

McKenzie Thorn with the HACTF asked what else they would put in the bike storage and commented that the current bike storage was not used, but if it was used for something else in the future it could be a safety issue.

The public comment period was closed at 8:41 p.m. on January 13, 2026.

Commissioner Moore asked if the \$4800 amount that was provided was for individual lockers at the Community Recreation Center.

Staff noted that the Zoning code does not give specific amounts required for bicycle storage, only that it is required. The developer has flexibility as to the design.

The public hearing was closed at 8:43 p.m. on January 13, 2026.

Discussion

Commissioner Ehlers reiterated the HACTFs comments that there is low utilization of the long-term bike parking at this time. He noted that the code language on providing bike parking ultimately determines who will pay for it. He disagreed with how bike parking was previously interpreted and implemented.

Motion and Vote

Commissioner Ehlers made a motion to approve Staff's alternative recommendations with the removal of the amendments to long-term bike parking.

Commissioner Quintero seconded; there was discussion about how to proceed with Commissioner Ehler's motion.

Motion failed 3-2.

Commissioner Ehlers made the following motion “Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code related to bicycle parking requirements, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report.”

Commissioner Zyvan seconded; Commissioner Moore suggested amending the motion to remand the long-term bicycle parking back to staff.

Staff clarified that the amended motion would leave the current code language for long-term bicycle parking.

Motion failed 2-3.

Commissioner Quintero made the following motion “Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code related to bicycle parking requirements, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report with the exception of long-term bicycle storage being reduced to 25% of the currently required ratios outlined in Table 21.08-5.”

There was no second on that motion.

Chair Weckerly indicated that there would be no further discussion or motions for this item.

8. Zoning Code Amendments – Pedestrian Access **ZCA-2026-31**

Consider a request by the Housing Affordability Code Task Force to amend Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Pedestrian Access.

Staff Presentation

Thomas Lloyd, Planning Manager, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Moore asked for clarification on the “color and/or texture” requirements for pedestrian connections.

Commissioner Ehlers asked what a “curb extension” looked like in practice.

Commissioner Zyvan had questions on a previous draft of the ordinance. He asked if there was still intention to keep crossings as short as possible and away from vehicle conflicts.

Mike Foster requested that the Commission approve the Staff's suggested amendments.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, January 6, 2026, via www.gjcity.org.

Henry Brown voiced his support for staff's recommendations with the exception of the pedestrian crossing being exempted for industrial uses.

David Lehman echoed Henry's comments and requested the Commission approve Staff's recommendations.

The public hearing was closed at 10:03 p.m. on January 13, 2026.

Discussion

There were no additional comments or questions from the Commission.

Motion and Vote

Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 of the Zoning and Development Code of the Grand Junction Municipal Code concerning pedestrian access, I move that the Planning Commission forward a recommendation of approval to City Council, based on the findings of fact listed in the staff report regarding the Staff's alternative recommendations."

Commissioner Ehlers seconded; motion passed 5-0.

9. Zoning Code Amendments – Fee Study Update ZCA-2025-737

Consider a request by the City of Grand Junction to Amend Section 21.02.070(11)(ii) of the Zoning and Development Code regarding Review and Update of the Fee Study.

Staff Presentation

Tamra Allen, Community Development Director, 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, January 6, 2026, via www.gjcity.org.

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

The public comment period was closed at 10:09 p.m. on January 13, 2026.

Commissioner Zyvan asked if there were any guidelines proposed for when fees should be updated.

The public hearing was closed at 10:12 p.m. on January 13, 2026.

Discussion

There were no additional questions or comments from the Commission.

Motion and Vote

Commissioner Quintero made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-737, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report.”

Commissioner Zyvan seconded; motion passed 5-0.

OTHER BUSINESS

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting.

The vote to adjourn was 5-0.

The meeting adjourned at 10:14 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING MORELLI ANNEXATION
TO MIXED-USE LIGHT COMMERCIAL (MU-2) ZONE DISTRICT**

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

Recitals:

The owners have petitioned to annex their 2.56 acres of unaddressed property located between 3105 E ½ Road and 3112 I-70B, parcel number 2943-103-00-101, into the City limits. The annexation is referred to as the “Morelli Annexation.”

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the Morelli Annexation from County RSF-4 (Residential Single Family - 4) to MU-2 (Mixed-Use Light Commercial) finding that the MU-2 zone district conforms with the designation of Commercial 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 MU-2 (Mixed-Use Light Commercial) 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 MORELLI ANNEXATION

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

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.

Said parcel shall hereby be zoned Mixed-Use Light Commercial (MU-2).

INTRODUCED on first reading this 21st day of January 2026 and ordered published in pamphlet form.

ADOPTED on second reading this 4th day of February 2026 and ordered published in pamphlet form.

Cody Kennedy
President of the Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: January 21, 2026
Presented By: Brandon Stam, DDA Executive Director, Jay Valentine, General Services Director
Department: Downtown Development Authority
Submitted By: Brandon Stam

Information

SUBJECT:

Parking Agreement for Terminal Project

RECOMMENDATION:

EXECUTIVE SUMMARY:

The City of Grand Junction and the Downtown Development Authority (DDA) are advancing coordinated actions to support the Terminal Project, a transformative mixed-use redevelopment in Downtown Grand Junction that will deliver 106 workforce housing units, arts and cultural space, and active ground-floor commercial uses consistent with the Downtown Plan of Development and the City's Comprehensive Plan.

On April 16, 2025, City Council adopted Resolution No. 14-25 expressing support for the Terminal Project and finding that City participation is necessary to advance redevelopment of a blighted downtown site and achieve important public benefits, including housing affordability, economic revitalization, and reinvestment within the DDA boundary.

To implement this policy direction, the City and DDA have negotiated a Parking Agreement that establishes a framework for a potential land swap involving the City's Ute Avenue parking lot and a portion of DDA-owned parking on Colorado Avenue. The agreement ensures continued public parking availability until construction begins, provides for shared-parking strategies, assigns long-term maintenance and management responsibility to the DDA, and includes reversion protections should the project not proceed as planned.

Together, these actions advance a high-impact downtown housing and revitalization project while protecting public assets and maintaining consistency with adopted City and DDA plans.

BACKGROUND OR DETAILED INFORMATION:

Terminal Project – Parking Agreement and City Support

The City of Grand Junction and the Grand Junction Downtown Development Authority (DDA) are advancing coordinated actions to support the Terminal Project, a catalytic mixed-use redevelopment in Downtown Grand Junction that delivers workforce housing, arts and cultural space, and street-level activation consistent with the Downtown Plan of Development and the City of Grand Junction's Comprehensive Plan.

Project Overview and Public Benefit

The Terminal Project will deliver 106 workforce housing units serving households between 80–140% (blended average of 90%) of Area Median Income, over 13,000 square feet of ground-floor retail, including approximately 7,000 square feet dedicated to a Space to Create arts facility, and a culinary arts program designed to activate Colorado Avenue and enhance the pedestrian experience. The project revitalizes a blighted site, supports downtown reinvestment, and contributes toward the City's Proposition 123 housing goals.

The project has secured significant state support, including a Colorado Office of Economic Development and International Trade (OEDIT) Community Revitalization Grant and a Colorado Division of Local Government (DOLA) Strong Communities Grant, as well as up to \$11 million in Proposition 123 equity funding. These funding sources advance the project from pre-development through early construction and infrastructure delivery, substantially improving project feasibility.

City Council Support and Findings

On April 16, 2025, City Council adopted Resolution No. 14-25, formally expressing support for the Terminal Project and finding that City support is necessary and consistent with the DDA Plan of Development. The Resolution affirms that the project serves a public purpose, promotes economic revitalization, halts deterioration within the DDA boundary, and aligns with adopted redevelopment policies and prior City-DDA coordination.

Parking Agreement and Land Swap Framework

To implement Council's policy direction, the City and DDA have negotiated a Parking Agreement that establishes a framework for coordinating ownership, use, and management of public parking assets in support of the Terminal Project. The Agreement contemplates a future land swap whereby the City would convey its parking lot on the 500 block of Ute Avenue to the DDA, and the DDA would convey a portion of

its parking property at 560 Colorado Avenue to the City, subject to further approvals, appraisals, environmental review, and execution of final conveyance documents

The Agreement ensures that the Ute Avenue parking lot remains available for public parking until vertical construction begins and allows for limited, temporary use during early “Phase Zero” site work to minimize impacts to surrounding properties. The DDA will evaluate and implement shared-parking strategies to balance project needs with overall downtown parking demand, and will assume responsibility for long-term operations, maintenance, and management of the parking asset upon conveyance.

Risk Management and Public Protections

To protect the City’s interests, the Agreement includes a reversionary provision requiring the property to revert to the City if the Terminal Project does not substantially commence within a defined period or is abandoned prior to completion. The Agreement also clarifies that it does not obligate either party to expend funds beyond those expressly approved and preserves all applicable City regulatory authority around improvements to the lot.

Findings

Together, Resolution No. 14-25 and the proposed Parking Agreement implement City Council’s previously stated policy direction, advance a high-impact workforce housing and downtown revitalization project, and establish clear safeguards to ensure public benefit, fiscal responsibility, and alignment with the Downtown Plan of Development. These actions position the Terminal Project to proceed toward construction while maintaining public access, accountability, and long-term community value.

FISCAL IMPACT:

Approval of the proposed Parking Agreement will result in a reduction to the City’s parking inventory and associated revenue. If the State of Colorado elects to reclaim 44 parking spaces at 222 S. 6th Street and the City no longer operates the 600 Ute Avenue parking lot, which currently provides permit-only parking primarily used by downtown employees, the City’s parking program could experience an estimated annual revenue reduction of approximately \$41,000 and a net loss of up to 89 parking spaces.

SUGGESTED MOTION:

Move to approve the Parking Agreement between the City of Grand Junction and the Grand Junction Downtown Development Authority to support the Terminal Project, including authorization to pursue a future land swap involving the City-owned parking lot on the 500 block of Ute Avenue and a portion of DDA-owned parking on Colorado Avenue, subject to final appraisal, environmental review, legal documentation, and all required approvals; and authorize the City Manager to execute the Agreement and any related documents consistent with this action.

Attachments

1. Resoluton No. 14-25 - City Council Support-Terminal Project (3) (1)
2. DDA–City Parking Agreement (draft) 12_10_25
3. Property Map

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 14-25

A RESOLUTION EXPRESSING CITY COUNCIL'S SUPPORT FOR THE TERMINAL PROJECT AND THAT IT SUPPORTS AND PROMOTES THE DOWNTOWN PLAN OF DEVELOPMENT

RECITALS:

The Terminal project (Project) is a mixed-use development in the heart of Downtown Grand Junction. When constructed the Project will include 106 apartments serving the Grand Junction workforce with a blended average of rent at 90% of the area median income (AMI). The Project will also provide over 13,000 square feet of retail space, including approximately 7,000 square feet for the *Space to Create* arts facility which will be funded in part by Colorado Creative Industries. Additionally, the Terminal will provide a groundbreaking culinary arts program designed to activate the retail and pedestrian experience of Colorado Avenue. The Project will revitalize a neglected area of Downtown with vibrant, mixed-use activity and energy.

The Colorado Office of Economic Development and International Trade (OEDIT) awarded the Project a Community Revitalization grant (CGR). The CGR will fund the pre-development phase of the Project including market analysis, due diligence and feasibility, as well as the development of site and building plans, and securing necessary permits to begin construction. The CGR will also help fund initial construction costs such as the demolition and excavation of the existing building and initial site work such as building foundations and utilities.

The Colorado Division of Local Government (DOLA) awarded Project funding through a Strong Communities grant (SCG). The SCG funds will be utilized after the CGR OEDIT funds and will be for eligible onsite and offsite infrastructure including water and sewer lines upgrades, stormwater infrastructure, electrical upgrades and burying of overhead lines and buildout of a utility yard.

The Downtown Development Authority (DDA) Board and City Council met in 2024 regarding the City's role in helping secure the CGR and SCG grants. Those grants have now been secured and the DDA has been working with City and State staff regarding utilization and disbursement of the funds. At the joint meeting in 2024 there was discussion regarding potential future DDA request for City support of the Project, and a recognition that for the Project to be viable the DDA would likely make future requests once the Project was further along in the predevelopment phase.

Since the 2024 discussion between the City Council and the DDA Board, the Project has received Prop 123 Equity funding up to \$11m and has been invited to apply for the newly created Community Revitalization Tax Credit. The additional funding opportunities means that all 106 units will now be workforce housing (80-140% AMI) and will be eligible towards the City's annual Prop 123 housing commitments.

On March 27, 2025, the DDA Board and the City Council met again to discuss the Project and to discuss possible further assistance from the City as was discussed in 2024. On March 27th the DDA Board and the City Council discussed, and the City Council favorably considered the DDA's requests that: 1) the City contribute the parking lot on the 500 block of Ute to the Project via a land swap with the DDA for a portion of the DDA owned parking lot on 560 Colorado Avenue; and, 2) the City, help with associated public infrastructure costs and/or waive or pay on behalf of the Project as determined by the City Council, development fees for the Project up to \$1M in order to help secure additional attainable housing units for the City and Downtown.

The City Council's favorable consideration of the DDA's requests will require further action; however, by and with this Resolution the City Council finds that the Terminal Project which is located within the boundaries of the DDA is a blighted property and will benefit from redevelopment and that City support of the Project will be necessary to complete the Project. The Project as proposed to the City Council reasonably appears to be in accord with the mission and purpose of the DDA as established by Colorado law and the DDA Plan of Development ("Plan of Development") as adopted and amended by Ordinances 4881, 4937 and DDA Resolutions 2019-04 and 2020-02.

Consistent with the Plan of Development as revised, and to the extent the same is implemented by the construction of the Project, certain City financial support will need to be made or offered, and further support may be made or offered, to support the Project and to stimulate reinvestment and/or to deter further economic and physical deterioration in Downtown Grand Junction.

With this Resolution the City Council finds that the Project supports and promotes the Plan of Development and that City and/or DDA funding made or to be made has been or will be accounted for in budgeted appropriations, and the Project serves a public purpose, promotes the health, safety, prosperity, security, and general welfare of the inhabitants of the City, and will halt or prevent the deterioration of property values or structures within the DDA redevelopment boundary area/the City as provided by law.

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

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Resolution, the City Council of the City of Grand Junction hereby expresses its support for the Project and the certain financial support that has been made or offered to stimulate reinvestment and/or to deter further economic and physical deterioration as consistent with and advancing the Plan of Development, grant applications and awards, and the Project plan as the same will be finally developed.
2. In accordance with and pursuant to this Resolution, the City Council of the City of Grand Junction, Colorado, confirms all actions consistent with this Resolution,

the Plan of Development as revised and with the approval of this Resolution the actions of the officers, employees, and agents of the City pursuant to C.R.S 31-25-801-822 and the Plan of Development.

3. The City Council finds and declares that this Resolution is promulgated and adopted for the public health, safety, and welfare of the City.

PASSED, ADOPTED AND APPROVED this 16th day of April 2025.



Abram Herman
President of the City Council

ATTEST:



Selestina Sandoval
City Clerk

PARKING AGREEMENT

This Parking Agreement (“Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”), by and between the **City of Grand Junction, Colorado**, a Colorado home rule municipality (the “City”), and the **Grand Junction Downtown Development Authority**, a body corporate and politic organized pursuant to C.R.S. §§ 31-25-801 et seq. (the “DDA”).

RECITALS

A. The DDA has adopted a Plan of Development pursuant to C.R.S. §§ 31-25-801–822 (the “Plan of Development”), as amended, for the redevelopment of downtown Grand Junction.

B. The City Council of the City of Grand Junction adopted Resolution No. 14-25 on April 16, 2025, expressing support for the Terminal Project, a mixed-use redevelopment project located within the boundaries of the DDA, and finding that City support of the Project is necessary and consistent with the Plan of Development.

C. As described in Resolution No. 14-25, the City Council favorably considered a request from the DDA for the City to contribute the parking lot located on the 500 block of Ute Avenue as part of a coordinated parking and land use strategy associated with the Terminal Project, including a potential land swap involving DDA-owned parking assets.

D. The City and the DDA desire to formalize their respective rights and responsibilities related to the ownership, operation, availability, and public use of certain parking facilities in furtherance of downtown redevelopment, workforce housing, and economic revitalization.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the DDA agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the City and the DDA will coordinate the use, ownership, and management of certain public parking facilities in support of the Terminal Project and consistent with the DDA Plan of Development and Resolution No. 14-25.

2. PARKING PROPERTIES

2.1 City Parking Property

The City owns a public parking lot located on the 500 block of Ute Avenue, Grand Junction, Colorado (the “City Parking Property”).

2.2 DDA Parking Property

The DDA owns a public parking lot located at or near 560 Colorado Avenue, Grand Junction, Colorado (the “DDA Parking Property”).

2.3 Land Swap and Conveyance

Subject to approval by the City Council and the DDA Board, and compliance with all applicable statutory, charter, and code requirements, the City agrees to convey the City Parking Property to the DDA, and the DDA agrees to convey to the City a portion of the DDA Parking Property, as part of a coordinated land swap intended to support the Terminal Project (the “Land Swap”). The legal descriptions of the properties to be conveyed shall be set forth in a separate conveyance instrument or instruments approved by both governing bodies.

2.4 Conditions Precedent

The Land Swap shall be subject to completion of all required appraisals, surveys, environmental reviews (if any), title commitments, and any public processes required by law. The Land Swap shall not be effective until the execution and recording of the applicable conveyance documents.

2.5 Reversion / Clawback

In the event the Terminal Project is not substantially commenced within ____ years of the effective date of the Land Swap, or if the Project is abandoned prior to substantial completion, the City Parking Property, or its successor parcel, shall automatically revert to the City, or at the City’s option be reconveyed to the City by the DDA, at no cost to the City. Any conveyance documents shall include deed restrictions or reversionary language necessary to effectuate this provision.

3. PARKING USE AND AVAILABILITY

3.1 Project Parking Lease

The DDA shall be responsible for finalizing and administering a lease or similar use agreement with the Terminal Project (the “Project Parking Lease”) governing the allocation and use of parking spaces necessary to support the Terminal Project.

3.2 Interim Public Parking and Construction Staging

Until the commencement of vertical construction for the Terminal Project, the parking lot shall remain available for general public parking. During early site preparation or pre-construction activities (“Phase Zero Improvements”), portions of the parking lot may be temporarily utilized for construction staging, equipment, or related activities as necessary to support the Project and to minimize disturbances to neighboring properties. Any such temporary use shall be managed by the DDA and coordinated with the City as appropriate.

3.3 Shared Parking and Utilization

The DDA shall evaluate and, where feasible, implement shared parking arrangements that adequately serve the parking needs of the Terminal Project while also maximizing overall utilization of the parking lot for downtown users. Shared parking strategies may include, but are not limited to, time-of-day allocation, mixed-use parking assumptions, and operational management techniques consistent with best practices.

3.4 CDOT Staging

The DDA shall notify the Colorado Department of Transportation (CDOT) that the parking lot will no longer be available for the staging or parking of CDOT vehicles. The DDA may coordinate with CDOT to identify an alternative location that does not adversely impact overall downtown parking demand. The parties acknowledge that no formal agreement currently exists permitting CDOT to stage or park vehicles on the parking lot.

4. OPERATIONS AND MAINTENANCE

4.1 DDA Responsibility

Upon conveyance of the City Parking Property to the DDA pursuant to this Agreement, the DDA shall assume full responsibility for the operation, maintenance, management, and repair of the City Parking Property, including but not limited to: - Day-to-day parking management and enforcement (if any); - Landscaping, snow removal, and general site upkeep; - Lighting, striping, signage, and surface maintenance; and - Any on-site parking or site improvements.

4.2 Site Improvements and Code Compliance

Any improvements made by the DDA to the City Parking Property shall comply with all applicable City codes, standards, permitting requirements, and design guidelines in effect at the time the improvements are undertaken. Nothing herein shall waive or modify the City's regulatory authority.

4.3 Costs

All costs associated with the operation, maintenance, management, and improvement of the City Parking Property following conveyance shall be the sole responsibility of the DDA, unless otherwise agreed in writing by the parties.

5. CONSISTENCY WITH PLAN OF DEVELOPMENT AND CITY COMPREHENSIVE PLAN

The parties acknowledge and agree that this Agreement is intended to support and implement the DDA Plan of Development and the findings set forth in Resolution No. 14-25, including the determination that the Terminal Project serves a public purpose and promotes downtown revitalization.

6. NO FINANCIAL OBLIGATION

Except as expressly set forth herein or in a separate written agreement, nothing in this Agreement shall be construed to obligate the City or the DDA to expend funds, waive fees, or provide financial assistance.

7. MISCELLANEOUS

7.1 Effect and Duration

This Agreement shall take effect upon execution by both parties and shall remain in effect unless and until superseded by recorded conveyance documents, development agreements, parking leases, or other instruments approved by the City Council and the DDA Board. The obligations related to maintenance, management, shared parking, and reversion set forth herein are intended to survive execution and, where applicable, be reflected in and enforced through subsequent recorded instruments.

7.2 Covenants Running with the Land

To the extent reflected in any deed, reversionary instrument, or other recorded document executed pursuant to this Agreement, the covenants and obligations relating to use, maintenance, management, shared parking, and reversion of the parking property are intended to run with the land and bind successors and assigns.

7.3 No Third-Party Beneficiaries

This Agreement is for the benefit of the City and the DDA only and does not create any rights in third parties.

7.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

7.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be amended only by written agreement approved by the City Council and the DDA Board.

7.6 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

SIGNATURES

CITY OF GRAND JUNCTION, COLORADO

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

City Clerk

GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Secretary



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: January 21, 2026
Presented By: Ken Haley, Engineering Manager
Department: Engineering & Transportation
Submitted By: Kenneth Haley, Engineering Manager

Information

SUBJECT:

Authorize Construction Contract for Patterson Sidewalk Project

RECOMMENDATION:

Authorize the City Purchasing Division to execute a Construction Contract with Mountain Valley Contracting, Inc. for the Patterson Sidewalk Project in the amount of \$1,505,896.75.

EXECUTIVE SUMMARY:

This item is to consider authorization of a construction contract for the sidewalk improvements along the south side of Patterson Road from 24 1/2 Road to 25 1/2 Road. The proposed improvements will include the installation of a 10-foot-wide detached sidewalk with pedestrian lighting and rock landscaping. The sidewalk will be located within an easement granted by the Grand Valley Irrigation Company, which also serves as a utility corridor for the Independent Ranchman's Ditch and other public utilities.

BACKGROUND OR DETAILED INFORMATION:

Grand Valley Irrigation Company (GVIC) owns and operates a system of irrigation canals, ditches, and related facilities in the City and County for the delivery of irrigation water to its shareholders. Those facilities include the Independent Ranchmen's Ditch (IRD), which is located to the South of Patterson Road between 24 and 26 Roads in the City. GVIC and the City cooperated in and completed a project to pipe the IRD in 2008. Since then, the surface of the IRD has been unimproved and informally used as a pedestrian walkway. In 2025, the City purchased an easement from the GVIC for the construction of permanent surface improvements over and across the IRD. The City and GVIC also entered into a Construction & Maintenance Agreement defining the maintenance responsibilities of the proposed shared-use corridor.

Patterson Road is identified as an Active Transportation Corridor in the Grand Junction Circulation Plan and this project is specifically identified as a high-priority project in the 2023 Pedestrian and Bicycle Plan due to the critical connections to schools, low-income neighborhoods, bus stops, retail services, and employment centers. The proposed surface improvements include a 10-foot-wide detached sidewalk from 24 1/2 Road to 25 1/2 Road, which will include over a 10-foot buffer from vehicular traffic on Patterson Road and pedestrian lighting to improve safety. Additional easements from neighboring properties were acquired in 2025, where necessary for construction, and funding for the construction of the surface improvements was prioritized in the 2026 Adopted Budget.

Design was completed in 2025 and a formal Invitation For Bids was issued via BidNet (an online site for government agencies to post solicitations) posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractor's Associated, and advertised in the Daily Sentinel. There were four (4) companies that submitted formal bids, all of which were found responsive and responsible:

Contractor	Location	Amount
Mountain Valley Contracting, Inc.	Grand Junction, CO	\$1,755,916.75
Suncore Construction & Materials, Inc.	Grand Junction, CO	\$1,976,090.95
K & D Construction, Inc.	Grand Junction, CO	\$2,031,200.16
Oldcastle SW Group dba United Companies	Grand Junction, CO	\$2,474,383.05

With all bids being over budget, City staff approached the low bidder to evaluate if there were value engineering opportunities to reduce project costs and identified various landscaping and pedestrian lighting elements that could be reduced without significantly reducing the scope or level of finish for the project. The identified reductions in quantities to landscape boulders and pedestrian lighting would result in a \$250,200.00 savings based on the unit prices included the low bid. Accounting for these changes would result in a contract amount of \$1,505,896.75 and would not change the low bidder for the project. Further reductions to project cost may be achievable during construction and would continue to be evaluated throughout construction if awarded.

If this construction contract is approved, the Contractor would start construction in the month of February and have up to 120 calendar days to complete.

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

FISCAL IMPACT:

This project is included in the prioritized list of capital projects within the 0.75% Sales Tax Fund and is funded in the 2026 Budget.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a contract with Mountain Valley Contracting, Inc. for the construction of the Patterson Sidewalk Project in the amount of \$1,505,896.75.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: January 21, 2026
Presented By: Ken Sherbenou, Parks and Recreation Director
Department: Parks and Recreation
Submitted By: Ken Sherbenou

Information

SUBJECT:

400 Block Main Street Improvements

RECOMMENDATION:

Authorize the City Purchasing Division to execute a contract with NorthPeak to complete the 400 block of Main Street Improvements in the amount of \$129,110.

EXECUTIVE SUMMARY:

The final remaining site for fountain conversion, the 400 block of Main Street, is set for construction this spring pending City Council approval. This removes the fountain that became an overrun splash park with new family-friendly activity areas appropriate for the Main Street setting. Completion of this project is proposed to be conducted by NorthPeak using a sole-source approach to capture a significant in-kind contribution from NorthPeak. This is owed to the City and the Downtown Development Authority (DDA) as compensation for the delay on a previous project, the Exeloo self-cleaning and vandal-resistant restroom unit on 5th Street between Main and Colorado. Some of the delay was the fault of the subcontractor, Exeloo, but still the responsibility of NorthPeak as the General Contractor. Applying the in-kind contribution of approximately \$70,000 enables all improvements envisioned in the 400 block, per extensive conversations through the DDA with their board and downtown business owners. Pursuing the sole source avoids the complexity of having two general contractors attempt to coordinate two separate scopes, and the City managing multiple contractors. Approval of this contract enables meaningful improvements to the core of downtown.

BACKGROUND OR DETAILED INFORMATION:

In 2024, local General Contractor NorthPeak served as the contractor on the 5th Street Exeloo self-cleaning and vandal-resistant restroom unit installed on 5th Street between

Main Street and Colorado Ave. The project experienced a delay, a substantial portion of which was the fault of NorthPeak's subcontractor on the project, Exeloo, who was the manufacturer of the unit. Nonetheless, NorthPeak was the general contractor ultimately responsible for the project and the delay. The project was completed, albeit late, in the first week of February 2025, as described in the City Council briefing dated February 5, 2025. Since then, the Exeloo bathroom project has been successful in meeting its desired objectives.

Following completion, the City negotiated with NorthPeak to come to an agreement on the compensation owed to the City for the delay. Following numerous lengthy discussions with legal and procurement, it was decided to engage NorthPeak to provide significant in-kind contributions to the improvements on the 400 block of Main Street. This site transforms the 400 block of Main Street fountain, which has become an overgrown splash pad, into modern and desirable amenities. These amenities are designed to complement the surrounding businesses and activities that occur year-round on Main Street. The Parks and Recreation Advisory Board provided input on the project as the design progressed, and the Council has been updated in Council briefings.

As the project moved towards construction, it became apparent that it would be difficult to have two general contractors working on the project simultaneously: one with Northpeak, related to in-kind work in compensation for the Exeloo project delay, and another to complete the construction as designed. To avoid this complicated situation, the staff proposes a sole source with NorthPeak. With work completed in-kind by NorthPeak at an estimated value of approximately \$70,000, the 400 block of Main Street project can be completed on budget and with the fully designed scope. This enables one contractor to work on the project, NorthPeak, mobilized from project start to finish. If two contractors were to work on the project, it would be difficult to ensure accountability between them. With Northpeak as the contractor, whose office is one block away from the project site, the City will be able to achieve project completion within budget, given their proposed bid schedule.

The Downtown Development Authority has been the City's partner on both the Exeloo project and the 400 Block of Main Street improvements. The cost of both projects was split 50/50. The DDA has been very involved in providing input on both projects and has engaged with its board and downtown business owners on numerous occasions. The DDA is supportive of the construction schedule, as it occurs at a slower time downtown, after the holiday rush and before the ramp-up of summer activities. Upon successful completion, this work by NorthPeak will close out the Exeloo project and provide new services, appealing to the heart of Main Street. The outcome of this project aligns with the strategic pillars of the fiscal policy and position, as well as government efficiency, by resolving a previous project in a fiscally responsible manner and expanding improvements on a current project beyond the originally available budget.

FISCAL IMPACT:

The price of \$129,110 is within the project budget and below the designer's opinion of probable cost.

SUGGESTED MOTION:

There is no additional fiscal impact to the City associated with this action. The delays on the 5th Street Exeloo restroom project were resolved through the negotiated in-kind contributions from NorthPeak, valued at approximately \$70,000. These in-kind services are being applied directly to the 400 Block of Main Street improvements, allowing the project to be completed within the originally approved budget and full design scope without the need for additional City appropriations.

Attachments

1. 400 Block of Main Street, CD Plans.pdf, summary

SITE & LAYOUT NOTES

- SEE PLANS BY OTHERS FOR COORDINATION FOR POWER, LIGHTING, AND INFRASTRUCTURE.

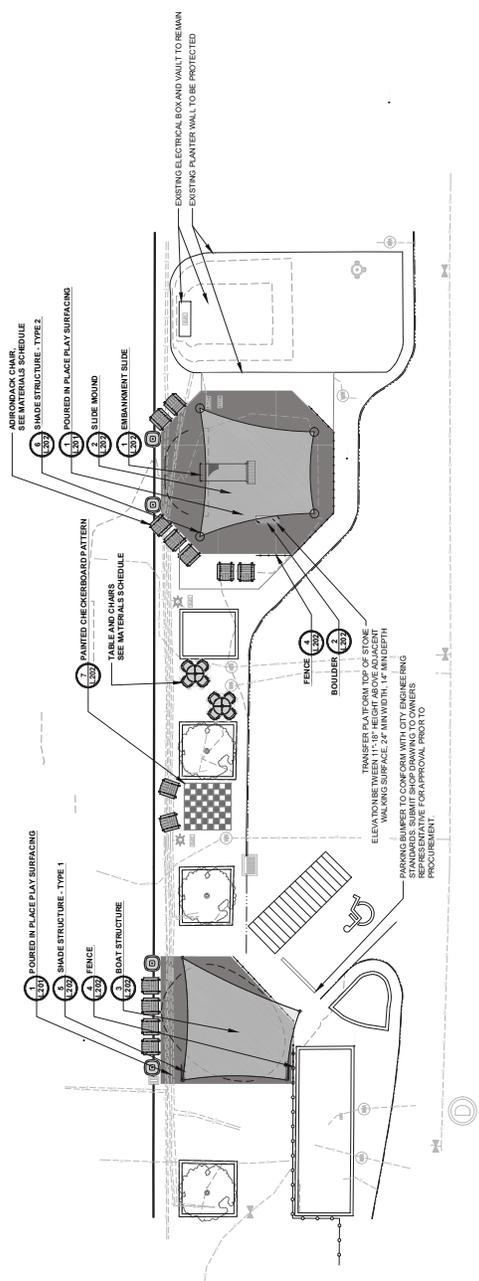
ARCHITECTURE
LANDSCAPE ARCHITECTURE
DTJ DESIGN, INC.
1700 W. 130th
Boulder, Colorado 80501
730.443.7333
www.djtgroup.com

MAIN STREET - 400S BLOCK
CONSTRUCTION DOCUMENTATION
GRAND JUNCTION, CO



OWNER:	CN
PROJECT NO.:	2023025.40
DATE:	12/05/2023
PROJECT NAME:	
PROJECT ADDRESS:	
PROJECT PHONE:	
PROJECT FAX:	
PROJECT EMAIL:	
PROJECT WEBSITE:	

SHEET NUMBER
L100



CALLOUT	ITEM	QTY.	SIZE	TYPE / FINISH / COLOR	MODEL NUMBER	SOURCE / MANUF.	NOTES	IMAGE
TABLE	36" Round Farmhouse Dining Table	2	36" DIA	Vintage Sahara	RT236	POLYWOOD www.polywood.com	Client to procure	
CHAIR	Lakeside Dining Arm Chair	8	24.8" Width 34.3" Height 21.4" in Depth	Vintage Sahara	TLO200	POLYWOOD www.polywood.com	Client to procure	
ADIRONDACK CHAIR	Seashell Adirondack Chair	13	38.5" Height 31.25" Width	Green	SH22	POLYWOOD www.polywood.com	Client to procure	
	MegaChess 10 inch Plastic Giant Chess's		10" Diameter 3.5" Width		MAKP10	MEGACHESS www.megachess.com	Client to procure	
	MegaChess 25 inch Plastic Giant Chess Set		9.5" Base 16"-25" Height		MP25	MEGACHESS www.megachess.com	Client to procure	
	LawnGames Personalized Pega 4 in a Row		4" Wide 3.4" Height		LG10	MEGACHESS www.megachess.com	Client to procure	



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: January 21, 2026

Presented By: Mike Bennett, City Manager, Jeremiah Boies, Interim City Attorney

Department: City Attorney

Submitted By: Mike Bennett

Information

SUBJECT:

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

RECOMMENDATION:

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

EXECUTIVE SUMMARY:

With the approval of the Resolution, the City Council extends the 2019 Travel and Tourism Memorandum of Understanding (Agreement) by and between the GJRASA and GGJSC for up to 6 months from the date of this Resolution (Extended Term). During the Extended Term, the City Manager met with and/or spoke with representatives from the GJRASA and GGJSC and City staff about how best to amend and restate the Agreement. That work has not been completed, and an additional extension is necessary to complete the work prior to bringing a recommendation to the City Council for approval. Much progress has been accomplished, and it is anticipated that an updated MOU will be forthcoming prior to this third extension expiring. With these extensions, the parties all continue to receive revenue and continue to operate as intended.

BACKGROUND OR DETAILED INFORMATION:

With the approval of the Resolution, the City Council extends the 2019 Travel and Tourism Memorandum of Understanding (Agreement) by and between the GJRASA and GGJSC for an additional period of up to 6 months from the date of this Resolution (Third Extended Term). This will be the third extension of this agreement. Since the first

two extensions, the City Manager and staff have been progressing with good-faith negotiations to create two new agreements: (1) between the City and the Air Alliance, and (2) between the City and the Greater Grand Junction Sports Commission. An Extended Term is needed to finalize the negotiations prior to bringing City Council two agreements with support and recommendations for approval from each party associated with the agreements. The agreements will confirm and provide clarity of expectations with certain operational practices and relationships to ensure that the revenue derived from the lodgers tax increase is being collected, retained and most appropriately allocated and spent for the purpose(s) of promoting and marketing travel, tourism and tourism-related activities, as provided in Measure 2A and Resolution 45-18 as amended.

FISCAL IMPACT:

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

SUGGESTED MOTION:

I move to adopt Resolution No. 05-26, a resolution authorizing an up to six-month extension of the Travel and Tourism Memorandum of Understanding concerning the 2018 voter approved three percent lodgers tax increase.

Attachments

- 1. RES-3rd Lodgers Tax MOU Extension 01162026

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RESOLUTION NO. __-26

A RESOLUTION TO PROVIDE FOR A THIRD EXTENSION OF THE TRAVEL AND TOURISM MEMORADUM OF UNDERSTANDING REGARDING THE ALLOCATION OF THE 2018 VOTER APPROVED INCREASED LODGERS TAX

RECITALS:

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

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

Beginning on January 1, 2019, the City began to collect, budget and expend the revenue generated from the lodgers tax increase to fund promotions and marketing for travel and tourism related activities. In order to promote, market and obtain travel and tourism and tourism related activities, all as generally described above and in Measure 2A. At the same time the City, the Grand Junction Regional Air Service Alliance (GJRASA), the Greater Grand Junction Sports Commission (GGJSC) and Visit Grand Junction executed the Travel and Tourism Memorandum of Understanding (Agreement) regarding the use of allocated funds. The Agreement expired on December 31, 2024; however, by and with Resolution 4-25 the City Council extended the Agreement and authorized and approves a second extension of the Agreement for up to 6 additional months. An additional extension for 6 additional

30 months was approved by City Council in Resolution 33-25, which expired December 31,
31 2025. This Resolution authorizes an addition extension of 6 months. During the extension
32 the City Staff will continue to work with the Air Service Alliance and the Sports
33 Commission Agreement and as necessary or required develop a draft agreement to
34 amend and restate the Agreement to confirm certain operational practices and
35 relationships to ensure that the revenue derived from the lodgers tax increase is being
36 collected, retained and most appropriately spent for the purpose(s) of promoting and
37 marketing travel, tourism and tourism related activities, as provided in Measure 2A.

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

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

50
51 PASSED and ADOPTED this 21st day of January, 2026.

52
53 _____
54 Cody Kennedy
55 President of the City Council

56
57 Attest:

58 _____
59 Selestina Sandoval
60 City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: January 21, 2026
Presented By: Jeremiah Boies, Interim City Attorney
Department: City Attorney
Submitted By: Jeremiah Boies

Information

SUBJECT:

A Resolution Authorizing the Sale by the City of Real Property Located at 536 1/2 Willow Road to Marcos Antonio Orellana and Ratifying Actions Heretofore Taken in Connection Therewith

RECOMMENDATION:

Recommend adoption of the Resolution.

EXECUTIVE SUMMARY:

The property at 536 1/2 Willow Road was a nuisance property that was deeded to the City. An unsolicited offer for sale was brought, and later reduced. The reduced offer was brought to the Property Committee, who approved the offer.

BACKGROUND OR DETAILED INFORMATION:

The property at 536 1/2 Willow Road was a nuisance property that was deeded to the City. It is a single family mobile home on a parcel of approximately 0.137 acres. In acquiring the property, the City paid taxes that were in arrears on the property. The property currently sits vacant. The City received an unsolicited offer of \$99,000 for the property by Marcos Antonio Orellana. After inspection, the offer was reduced to \$60,000. Even with the reduced offer, the City anticipates it will be able to cover any costs of taxes and any other closing matters within the offer amount. The offer was brought to the Property Committee, who approved the \$60,000 offer.

FISCAL IMPACT:

The City will account for the \$60,000 in the City's General Fund.

SUGGESTED MOTION:

I move to adopt Resolution No. 06-26, a resolution authorizing the same by the city of real property located at 536 1/2 Willow Road to Marcos Antonio Orellana and ratifying actions heretofore taken in connection therewith.

Attachments

- 1. 536 1_2 Willow Road Grand Junction
CONTRACT TO BUY AND SELL REAL ESTATE - &n
- 2. Brokerage Disclosure to Seller (FSBO) - New 2020
- 3. RES-536 12 WILLOW SALE



Impact Real Estate Professionals
 Connie Tremblay
 Broker & Instructor
 connie@connietremblay.com

This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.

CBS1 Contract to Buy and Sell Real Estate (Residential)
Adoption Date: August 5, 2025
Mandatory Use Date: January 1, 2026

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: 1/5/2026

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Marcos Antonio Orellana (Buyer) will take title to the Property described below as
 Joint Tenants Tenants In Common Other n/a.

2.2. **No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. **Seller.** (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Mesa, Colorado (insert legal description):

Lot 6 in Block 5 of Cottonwood Meadows Subdivision, a replat of Block 2, First Addition, Tula Subdivision, and a second replat of Lots 6 through 15 of Tula Subdivision as recorded in the Mesa County Clerk and Recorder's records at Reception No. 1022526, in the County of Mesa State of Colorado

known as: 536 1/2 Willow Road, Grand Junction, CO 81501

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including **all** remote

58 controls). If checked, the following are owned by the Seller and included: **Solar Panels**
59 **Water Softeners** **Security Systems** **Satellite Systems** (including satellite dishes). Leased items
60 should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the
61 date of this Contract, such additional items are also included in the Purchase Price.

62 **2.5.2. Inclusions – Additional.** If on the Property on the date of this Contract, whether attached
63 or not, the following items are included unless excluded under **Exclusions**: storm windows, storm doors,
64 window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery
65 rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide
66 alarms, smoke/fire detectors and all keys.

67
68 **2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also
69 included in the Purchase Price:

70 All appliances currently on-site

71 If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for
72 additional personal property outside of this Contract.

73
74 **2.5.4. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty
75 programs that may be purchased and may cover the repair or replacement of certain Inclusions.

76 **2.5.5. Inclusions - Encumbered.** Any Inclusions owned by Seller (e.g., owned solar panels)
77 must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real
78 estate taxes for the year of Closing), liens and encumbrances, except:

79 n/a

80 Buyer **Will** **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's
81 review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such
82 lessor before Closing. If Buyer does not receive such approval this Contract terminates.

83
84 **2.5.6. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
85 sale or other applicable legal instrument.

86 **2.5.7. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
87 n/a; and the use or ownership of the following storage facilities:

88 n/a

89 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should
90 investigate.

91
92 **2.5.8. Leased Items.** The following personal property is currently leased to Seller which will be
93 transferred to Buyer at Closing (Leased Items):

94 n/a

95 Buyer **Will** **Will Not** assume Seller's debt and obligations under such leases for the Leased Items
96 subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by
97 such lessor before Closing. If Buyer does not receive such approval this Contract terminates.

98 **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase
99 agreement, regardless of the name or title, to authorize a third party to operate and maintain a photovoltaic
100 system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing.
101 Buyer **Will** **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review
102 under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third party before Closing. If
103 Buyer does not receive such approval this Contract terminates.

104
105 **2.6. Exclusions.** The following items are excluded (Exclusions):

106 n/a

107 **2.7. Water Rights/Well Rights.**

108 **2.7.1. Deeded Water Rights.** The following legally described water rights:

109 n/a

110 Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

111 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
112 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

113
114 n/a

115

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is n/a.

2.7.4. Water Stock. The water stock to be transferred at Closing are as follows: n/a

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 pm
2	§ 4	Alternative Earnest Money Deadline	2/10/2026 Tuesday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	2/17/2026 Tuesday
4	§ 8	Record Title Objection Deadline	2/19/2026 Thursday
5	§ 8	Off-Record Title Deadline	2/17/2026 Tuesday
6	§ 8	Off-Record Title Objection Deadline	2/19/2026 Thursday
7	§ 8	Title Resolution Deadline	2/24/2026 Tuesday
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		Owners' Association	
9	§ 7	Association Documents Deadline	3/17/2026 Tuesday
10	§ 7	Association Documents Termination Deadline	2/24/2026 Tuesday
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	n/a
12	§ 10	Lead-Based Paint Disclosure Deadline	n/a
		Loan and Credit	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a
17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
18	§ 5	Existing Loan Deadline	n/a
19	§ 5	Existing Loan Termination Deadline	n/a
20	§ 5	Loan Transfer Approval Deadline	n/a

175	21	§ 4	Seller or Private Financing Deadline	<i>n/a</i>
176			Appraisal	
177				
178	22	§ 6	Appraisal Deadline	<i>n/a</i>
179	23	§ 6	Appraisal Objection Deadline	<i>n/a</i>
180	24	§ 6	Appraisal Resolution Deadline	<i>n/a</i>
181				
182			Survey	
183				
184	25	§ 9	New ILC or New Survey Deadline	<i>n/a</i>
185	26	§ 9	New ILC or New Survey Objection Deadline	<i>n/a</i>
186	27	§ 9	New ILC or New Survey Resolution Deadline	<i>n/a</i>
187				
188			Inspection and Due diligence	
189				
190	28	§ 2	Water Rights Examination Deadline	<i>n/a</i>
191	29	§ 8	Mineral Rights Examination Deadline	<i>n/a</i>
192	30	§ 10	Inspection Termination Deadline	2/24/2026 Tuesday
193				
194	31	§ 10	Inspection Objection Deadline	<i>n/a</i>
195	32	§ 10	Inspection Resolution Deadline	<i>n/a</i>
196				
197	33	§ 10	Property Insurance Termination Deadline	2/24/2026 Tuesday
198	34	§ 10	Due Diligence Documents Delivery Deadline	<i>n/a</i>
199				
200	35	§ 10	Due Diligence Documents Objection Deadline	<i>n/a</i>
201	36	§ 10	Due Diligence Documents Resolution Deadline	<i>n/a</i>
202				
203	37	§ 10	Conditional Sale Deadline	<i>n/a</i>
204	38	§ 10	Lead-Based Paint Termination Deadline	<i>n/a</i>
205				
206			Closing and Possession	
207				
208	39	§ 12	Closing Date	2/26/2026 Thursday
209	40	§ 17	Possession Date	2/26/2026 Thursday
210	41	§ 17	Possession Time	Closing & All Funding
211	42	§ 27	Acceptance Deadline Date	1/23/2026 Friday
212	43	§ 27	Acceptance Deadline Time	5:00 pm
213				
214	44	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>
215				
216	45	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>

217
218 **Note:** If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT**
219 apply to **FHA** insured or **VA** guaranteed loans.

220 **3.2. Applicability of Terms.** If any deadline in § 3.1. (Dates and Deadlines) is left blank or completed
221 with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing
222 the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no
223 box is checked in a provision that contains a selection of "None", such provision means that "None" applies.
224

225
226 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have
227 signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

228 **3.3. Day; Computation of Period of Days; Deadlines.**

229 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m.,
230 United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of**
231 **Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines,
232

233 Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day
234 specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank
235 or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

236 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after
237 MEC), when the ending date is not specified, the first day is excluded and the last day is included.

238 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday
239 (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or
240 Holiday. Should neither box be checked, the deadline will not be extended.
241

242

243 4. PURCHASE PRICE AND TERMS.

244 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as
245 follows:
246

247 Item No.	248 Reference	249 Item	250 Amount	251 Amount
252 1	253 § 4.1.	254 Purchase Price	255 \$ 60,000.00	256
257 2	258 § 4.3.	259 Earnest Money	260	261 \$ 1,000.00
262 3	263 § 4.5.	264 New Loan	265	266 \$
267 4	268 § 4.6.	269 Assumption Balance	270	271 \$
272 5	273 § 4.7.	274 Private Financing	275	276 \$
277 6	278 § 4.7.	279 Seller Financing	280	281 \$
282 7	283 n/a	284 n/a	285	286 \$
287 8	288 n/a	289 n/a	290	291 \$
292 9	293 § 4.4.	294 Cash at Closing	295	296 \$ 59,000.00
297 10		298 Total	299 \$ 60,000.00	300 \$ 60,000.00

301 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$n/a (Seller Concession). The Seller
302 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed
303 by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of
304 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs,
305 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or
306 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
307 in this Contract.

308 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a **Good Funds**, will
309 be payable to and held by **Fidelity Title** (Earnest Money Holder), in its trust account, on behalf of both
310 Seller and Buyer. The Earnest Money must be tendered, by Buyer, with this Contract unless the parties
311 mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of
312 the Earnest Money to the company conducting the Closing (Closing Company), if any, at or before Closing. In
313 the event Earnest Money Holder has agreed to have interest on Earnest Money transferred to a fund
314 established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer
315 acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money
316 Holder in this transaction will be transferred to such fund.

317 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if
318 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

319 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
320 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as
321 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not
322 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and deliver to
323 Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within
324 three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided
325 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt
326

of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including wire transfers, certified check, teller's check, cashier's check, and real-time or instant payment (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

(Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

5.5. Buyer Representation of Principal Residence. Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then Buyer represents that Buyer will **NOT** occupy the Property as Buyer's principal residence.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before

350 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
351 or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**
352 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such
353 termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

354 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the
355 purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to
356 incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has
357 been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal
358 Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the
359 appraised value of the Property of not less than \$*n/a*. The purchaser (Buyer) shall have the privilege and
360 option of proceeding with the consummation of this Contract without regard to the amount of the appraised
361 valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of
362 Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the
363 Property. The purchaser (Buyer) should satisfy himself/herself/themselves that the price and condition of the
364 Property are acceptable.

366 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the
367 purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to
368 complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the
369 reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer)
370 shall, however, have the privilege and option of proceeding with the consummation of this Contract without
371 regard to the amount of the reasonable value established by the Department of Veterans Affairs.

373 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
374 removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to
375 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract,
376 this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property
377 Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
378 the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
379 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

381 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
382 timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the
383 appraiser, appraisal management company, lender's agent or all three.

384

385 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more
386 Common Interest Communities and subject to one or more declarations (Association).

387 **7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A**
388 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.**
389 **THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'**
390 **ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND**
391 **REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND**
392 **REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,**
393 **INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES**
394 **NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY**
395 **AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND**
396 **REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE**
397 **PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF**
398 **THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY**
399 **WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
400 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ**
401 **THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF**
402 **THE ASSOCIATION.**

405 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association
406 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller

407

408 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
409 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association
410 Documents, regardless of who provides such documents.

411 **7.3. Association Documents.** Association documents (Association Documents) consist of the
412 following:

413 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization,
414 operating agreements, rules and regulations, party wall agreements and the Association's responsible
415 governance policies adopted under § 38-33.3-209.5, C.R.S.;

416 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or
417 managers' meetings; such minutes include those provided under the most current annual disclosure required
418 under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the
419 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent
420 minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

421 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual
422 Disclosure, including, but not limited to, property, general liability, association director and officer professional
423 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,
424 additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

425 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special
426 assessments as disclosed in the Association's last Annual Disclosure;

427 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's
428 operating budget for the current fiscal year, (2) the Association's most recent annual financial statements,
429 including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual
430 Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the
431 fees and charges (regardless of name or title of such fees or charges) that the Association's community
432 association manager or Association will charge in connection with the Closing including, but not limited to,
433 any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or
434 update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record
435 Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves
436 or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial
437 Documents);

438 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under §
439 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or
440 disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's
441 obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts;
442 Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or
443 limited common elements of the Association property.

444 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.
445 Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination**
446 **Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole
447 subjective discretion. Should Buyer receive the Association Documents after **Association Documents**
448 **Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate
449 received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does
450 not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be
451 received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before
452 Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions
453 of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision,
454 notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

455 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

456 **8.1. Evidence of Record Title.**

457 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the
458 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**
459

Title Deadline, Seller must furnish to Buyer a current commitment for an owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment **Will** **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** *n/a*.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or

525 other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters).
526 This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has
527 the right to inspect the Property to investigate if any third party has any right in the Property not shown by
528 public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to
529 Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed
530 by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole
531 subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an
532 Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of
533 Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
534 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title
535 objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If
536 Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
537 specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not
538 shown by public records of which Buyer has actual knowledge.
539

540 **8.4. Special Taxing and Metropolitan Districts. ACTIONS BY A SPECIAL TAXING OR**
541 **METROPOLITAN DISTRICT PURSUANT TO ITS AUTHORITY TO ISSUE DEBT, IMPOSE MILL LEVIES,**
542 **AND IMPOSE FEES, RATES, TOLLS, PENALTIES, OR OTHER CHARGES MAY INCREASE COSTS TO**
543 **RESIDENTS LIVING IN THE SPECIAL TAXING OR METROPOLITAN DISTRICT. SPECIAL TAXING AND**
544 **METROPOLITAN DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS**
545 **PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN**
546 **SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR**
547 **INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
548 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
549 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE**
550 **THE SPECIAL TAXING OR METROPOLITAN DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY**
551 **CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR**
552 **THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY**
553 **COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official**
554 **website for the Metropolitan District, if any, is: *n/a*.**
555

556 **8.5. Tax Certificate.** A tax certificate paid for by **Seller** **Buyer**, for the Property listing any
557 special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on
558 or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's
559 sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should
560 Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to
561 Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's
562 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate
563 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must
564 be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such
565 time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to
566 Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from
567 paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.
568

569 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property
570 (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a
571 third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly
572 submit this Contract according to the terms and conditions of such right. If the third-party holder of such right
573 exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or
574 expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
575 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this
576 Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will
577 then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the
578 Property on or before the Record Title Deadline.
579

580 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole
581 subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), §
582

583 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to
584 object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the
585 following options:

586 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title
587 matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not
588 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on
589 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's
590 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to
591 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
592 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3.
593 (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or
594 fifteen days after Buyer's receipt of the applicable documents; or
595

596 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under §
597 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole
598 subjective discretion.
599

600 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and
601 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the
602 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,
603 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of
604 easements, leases and other unrecorded agreements, water on or under the Property and various laws and
605 governmental regulations concerning land use, development and environmental matters.

606 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
607 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND**
608 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**
609 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL,**
610 **GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**
611 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF**
612 **THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**
613

614 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**
615 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**
616 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**
617 **COUNTY CLERK AND RECORDER.**
618

619 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**
620 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,**
621 **WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,**
622 **PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING**
623 **FACILITIES.**

624 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
625 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**
626 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**
627 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**
628

629 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be
630 excepted, excluded from, or not covered by the owner's title insurance policy.

631 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is
632 unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.
633

634 9. NEW ILC, NEW SURVEY.

635 **9.1. New ILC or New Survey.** If the box is checked, (1) **New Improvement Location Certificate**
636 **(New ILC);** or, (2) **New Survey** in the form of *n/a*; is required and the following will apply:
637

638 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New
639 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
640 certified and updated as of a date after the date of this Contract.
641

641 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on
642 or before Closing, by: Seller Buyer or:

643 n/a

644
645 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or
646 the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or
647 before **New ILC or New Survey Deadline**.

648 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by
649 the surveyor to all those who are to receive the New ILC or New Survey.

650 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a
651 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller
652 or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective
653 discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

654
655 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New
656 ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to
657 Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection**
658 **Deadline**, notwithstanding § 8.3. or § 13:

659 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is
660 terminated; or

661
662 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter
663 that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer
664 requires Seller to correct.

665 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received
666 by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not
667 agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this
668 Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller
669 receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on
670 or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

676
677 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller
678 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's
679 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date
680 of the Seller's Property Disclosure Deadline.
681
682

683 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller
684 must disclose, in writing, to Buyer any adverse material facts actually known by Seller as of the date of this
685 Contract. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must
686 timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new
687 disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as
688 otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property, Inclusions,
689 and included Leased Items to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

690 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right
691 to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and
692 Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not
693 limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other
694 mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service
695 to the Property (including utilities and communication services), systems and components of the Property
696 (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or
697 (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the
698
699

700 Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

701 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify
702 Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition,
703 provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this
704 provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

705 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to
706 Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

707 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before
708 **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
709 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**
710 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on
711 or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and
712 the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
713 executing an Earnest Money Release.

714 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
715 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,
716 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that
717 occurs to the Property, included Leased Items and Inclusions as a result of such Work. Buyer must not permit
718 claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to
719 indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred
720 by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all
721 costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to
722 enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of
723 this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant
724 to an Inspection Resolution.

725 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1. on or before **Property Insurance**
726 **Termination Deadline**, based on, in Buyer's sole subjective discretion, any unsatisfactory provision of the
727 availability, terms and conditions and premium for property insurance (Property Insurance) on the Property.

728 **10.6. Due Diligence.**

729 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents
730 and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or
731 before **Due Diligence Documents Delivery Deadline**:

732 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other
733 occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining
734 to the Property that survive Closing are as follows (Leases):

735 n/a

736 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.8., Leased
737 Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information
738 pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

739 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are
740 encumbered pursuant to § 2.5.5. (Encumbered Inclusions) above, Seller agrees to deliver copies of the
741 evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due**
742 **Diligence Documents Delivery Deadline**.

743 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items
744 (regardless of its name or title).

745 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable
746 government entity, on or before the local health department's applicable deadline, Seller must pay for and
747 furnish to Buyer a Septic Use Permit.

748 **10.6.1.6. Other Documents.** Other documents and information:

749 n/a

750 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and

758 object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or
759 are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**
760 **Objection Deadline:**

761 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract
762 is terminated; or

763 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of
764 any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

765 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection
766 is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller
767 have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution**
768 **Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller
769 receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e.,
770 on or before expiration of **Due Diligence Documents Resolution Deadline**).

771 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not
772 delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten
773 days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review
774 and object to such Due Diligence Document is extended due to such Due Diligence Document not being
775 delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution
776 Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due
777 Diligence Document.

778 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of
779 that certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under §
780 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if
781 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller
782 does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any
783 Right to Terminate under this provision.

784 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer
785 Does Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water
786 Addendum disclosing the source of potable water for the Property. There is **No Well**. Buyer Does
787 Does Not acknowledge receipt of a copy of the current well permit.

788 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE**
789 **GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE**
790 **DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER**
791 **SUPPLIES.**

792 **10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]**

793 **10.10. Lead-Based Paint.**

794 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or more
795 residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of
796 Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based
797 Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not
798 timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the
799 Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's
800 receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination**
801 **Deadline.**

802 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment
803 or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has
804 a Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the
805 expiration of the **Lead-Based Paint Termination Deadline**. Buyer may elect to waive Buyer's right to
806 conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or
807 Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer
808 accepts the condition of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any
809 Right to Terminate under this provision.

816 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater
817 or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping
818 purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has
819 an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a
820 location as required by the applicable building code.
821

822 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever
823 manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose
824 such fact. No disclosure is required if the Property was remediated in accordance with state standards and
825 other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further acknowledges that Buyer
826 has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been
827 used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's
828 receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on
829 Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not
830 been remediated to meet the standards established by rules of the State Board of Health promulgated
831 pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.
832

833 **10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND**
834 **ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON**
835 **TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS**
836 **HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND.**
837 **ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION**
838 **PROFESSIONAL.**

839 **RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF**
840 **INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-**
841 **INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF**
842 **LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER**
843 **OVERALL. THE SELLER OF RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER**
844 **WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL**
845 **PROPERTY.**
846

847 **AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT**
848 **OF PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT**
849 **PROVIDES ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS**
850 **AVAILABLE AT: [HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE](https://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE).**
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853 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**
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Closing Provisions

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858 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**
859

860 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the
861 Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to
862 Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer
863 acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required
864 loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
865 additional information and documents required by Closing Company that will be necessary to complete this
866 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or
867 before Closing.

868 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions **Are**
869 **Are Not** executed with this Contract.
870

871 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the
872 date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must
873 provide Buyer with the ability to access the Property (e.g. keys, access code, garage door opener). The hour
874

875 and place of Closing will be as designated by Title Company.

876 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent
877 of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title
878 companies).

879 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue
880 after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to
881 Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to
882 § 2.5.8. (Leased Items).
883
884

885 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract,
886 including the tender of any payment due at Closing, Seller must execute and deliver the following good and
887 sufficient deed to Buyer, at Closing: special warranty deed general warranty deed
888 bargain and sale deed quit claim deed personal representative's deed n/a deed. Seller, provided
889 another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer,
890 at Closing.
891

892 Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special
893 warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined
894 in §38-30-113(5)(a), C.R.S.

895 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless otherwise agreed to in this Contract or by
896 Buyer in writing, any amounts owed on any liens or encumbrances against the Property or Inclusions,
897 including any governmental liens for special improvements installed as of the date of Buyer's signature
898 hereon, whether assessed or not, and previous years' taxes, will be paid before Closing by Seller, at Closing
899 from the proceeds of this transaction, or from any other source.
900

901 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
902 **WITHHOLDING.**
903

904 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all
905 other items required to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan
906 specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for any of the fees contained in this
907 Section, the fees will be paid for by Seller.
908

909 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by
910 Buyer Seller One-Half by Buyer and One-Half by Seller Other n/a.

911 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**,
912 Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current
913 Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

914 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must
915 be paid by Seller.

916 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by Buyer Seller
917 One-Half by Buyer and One-Half by Seller N/A.

918 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working
919 capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be
920 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

921 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will
922 be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

923 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by Buyer Seller
924 One-Half by Buyer and One-Half by Seller N/A.

925 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be
926 paid when due by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

927 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property,
928 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
929 Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
930
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933 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this
934 Contract, do not exceed \$200 for:
935 Water District/Municipality Water Stock
936 Augmentation Membership Small Domestic Water Company *n/a*
937 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
938 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to
939 Buyer must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
940 **15.9. FIRPTA and Colorado Withholding.**
941 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the
942 Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not
943 occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in
944 this Section is checked, Seller represents that Seller IS a foreign person for purposes of U.S. income
945 taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for
946 purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide
947 any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller
948 authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with
949 Seller's tax advisor to determine if withholding applies or if an exemption exists.
950 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of
951 the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if
952 not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any
953 reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing
954 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to
955 determine if withholding applies or if an exemption exists.
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959 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**
960 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:
961 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and
962 general real estate taxes for the year of Closing, based on
963 Taxes for the Calendar Year Immediately Preceding Closing
964 Most Recent Mill Levy and Most Recent Assessed or Actual Valuation per the county assessor,
965 adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption
966 or Other
967 *n/a*
968 **16.1.2. Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will
969 transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after
970 lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.
971 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and
972 *n/a*
973 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations
974 are final.
975 **16.2. Association Assessments.** Current regular Association assessments and dues (Association
976 Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued
977 before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid
978 by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the
979 Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.
980 Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer
981 Seller. Except however, any special assessment by the Association for improvements that have been
982 installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the
983 obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid
984 regular or special assessments against the Property except the current regular assessments and
985 *n/a*
986 Association Assessments are subject to change as provided in the Governing Documents.
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17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1. If the parties have executed a Post-Closing Occupancy Agreement, such agreement will control Possession Date and Possession Time.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **500** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions. Such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to

walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

20.1.1. Specific Performance. Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and the dispute is not resolved, the parties must first proceed, in good faith, to mediation before proceeding to arbitration or litigation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. A party

1108 requesting mediation must deliver written notice requesting mediation to the other party as provided in § 26.
1109 The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation.
1110 The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within
1111 thirty days of the date of written notice requesting mediation. Nothing in this Section prohibits either party
1112 from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written
1113 notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.
1114

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1116 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
1117 release the Earnest Money following receipt of written mutual instructions (e.g., Earnest Money Release
1118 form), signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest
1119 Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
1120 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all
1121 parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to
1122 recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to
1123 Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim
1124 (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty
1125 days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the
1126 Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not
1127 interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money
1128 pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will
1129 survive cancellation or termination of this Contract.
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1132 **24. TERMINATION.**

1133 **24.1. Right to Terminate.** If a party has a right to terminate as provided in this Contract (Right to
1134 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
1135 Terminate), provided such written notice was received on or before the applicable deadline specified in this
1136 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the
1137 Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right
1138 to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
1139 in the Contract is ineffective and does not terminate this Contract.
1140

1141 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received
1142 hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder,
1143 subject to §§ 10.4. and 21.
1144

1145 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and
1146 specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any
1147 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this
1148 Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or
1149 enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by
1150 its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor
1151 to a party receives the predecessor's benefits and obligations of this Contract.
1152

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1154 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

1155 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing,
1156 except as provided in § 26.2. and § 26.3 and is effective when physically received by such party, any
1157 individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of
1158 Broker working with such party (except any notice or delivery after Closing must be received by the party, not
1159 Broker or Brokerage Firm).
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1161 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
1162 electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for
1163 such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after
1164 Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the
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1166 electronic address of the recipient by facsimile, email or n/a.

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1168 **26.3. Electronic Delivery.** Electronic Delivery of documents may be delivered by: (1) email at the
1169 email address of the recipient, (2) a link or access to a website or server provided the recipient receives the
1170 information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the
1171 recipient.

1172 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed
1173 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign
1174 a contract in Colorado for real property located in Colorado.
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1177 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing by
1178 Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such
1179 acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
1180 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1181 executed by each party, separately and when each party has executed a copy thereof, such copies taken
1182 together are deemed to be a full and complete contract between the parties.
1183

1184 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
1185 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
1186 **Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;**
1187 **and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and Source of Water.**
1188

1189
1190 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid,
1191 at Closing, as follows:

1192 **29.1.** 3% of the Purchase Price or \$n/a by Seller. Buyer's brokerage firm is an intended third party
1193 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any
1194 other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

1195 **29.2.** n/a% of the Purchase Price or \$n/a by Buyer pursuant to a separate agreement between
1196 Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm
1197 outside of this Contract.

1198 **29.3.** n/a% of the Purchase Price or \$n/a by a separate agreement between Buyer's brokerage
1199 firm and Seller's brokerage firm.
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1202 ADDITIONAL PROVISIONS AND ATTACHMENTS

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1205 **30. ADDITIONAL PROVISIONS.** The following additional provisions have not been approved by the
1206 Colorado Real Estate Commission:

1207 n/a
1208
1209

1210 **31. OTHER DOCUMENTS.**

1211 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

1212 **31.1.1. Post-Closing Occupancy Agreement.** If the box is checked, the Post-Closing Occupancy
1213 Agreement is a part of this Contract.
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1215 n/a
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1220 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not a**
1221 part of this Contract:
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1225 n/a

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Signatures

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Marcos Antonio Orellana

Date: 1/5/2026

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Buyer: **Marcos Antonio Orellana**

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[NOTE: If this offer is being countered or rejected, do not sign this document.]

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Seller: _____ Date: _____

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END OF CONTRACT TO BUY AND SELL REAL ESTATE

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BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

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A. Broker Working With Buyer

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Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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Broker is working with Buyer as a **Buyer's Agent** **Transaction-Broker** in this transaction.

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Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

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Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

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This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

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Brokerage Firm's Name: **Impact Real Estate Professionals**

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Brokerage Firm's License #: **EC133340597**

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Date: 1/5/2026

Broker's Name: **Connie Tremblay**
Broker's License #: **EA40002526**
Address: **998 21 Rd Fruita, CO 81521**
Phone No.:
Fax No.:
Email Address: **connie@connietremblay.com**

B. Broker Working with Seller

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other** .

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Impact Real Estate Professionals**
Brokerage Firm's License #: **EC133340597**

Broker:



Date: 1/5/2026

Broker's License #: **EA40002526**
Address: **998 21 Rd Fruita, CO 81521**
Phone No.:
Fax No.:
Email Address: **connie@connietremblay.com**

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CBS1 CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(BDS16-10-19) (Mandatory 1-20)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

BROKERAGE DISCLOSURE TO SELLER (FOR SALE BY OWNER) DEFINITIONS OF WORKING RELATIONSHIPS

Seller's Agent: A seller's agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND SELLER

Broker and Seller referenced below have NOT entered into a seller agency (listing agency) agreement. The working relationship specified below is for a specific property or properties described as:

[536 1/2 Willow Road Grand Junction CO 81501](#)

Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Seller.

CHECK ONE BOX ONLY:

- Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.
- One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

Customer. Broker is the buyer's agent buyer's transaction-broker and Seller is a customer. Broker intends to perform the following list of tasks: Show a property Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Seller.

Transaction-Brokerage Only. Broker is a transaction-broker assisting the Seller in the transaction. Broker is not the agent of Seller.

Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Seller, or use such information to the detriment of Seller.

DISCLOSURE OF SETTLEMENT SERVICE COSTS. Seller acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

THIS IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.

SELLER ACKNOWLEDGMENT:

Seller acknowledges receipt of this document on 11/26/2025.

Seller City of Grand Junction
By

Seller

BROKER ACKNOWLEDGMENT:

On 11/26/2025, Broker provided City of Grand Junction (Seller)

with this document via electronic delivery and retained a copy for Broker's records.

Brokerage Firm's Name: Impact Real Estate Professionals

Connie Tremblay 11/25/2025
Broker Impact Real Estate Professionals
By Connie Tremblay

Marcos Antonio Orellana 11/26/2025

RESOLUTION NO. __-26

A RESOLUTION AUTHORIZING THE SALE BY THE CITY OF REAL PROPERTY LOCATED AT 536 ½ WILLOW ROAD TO MARCOS ANTONIO ORELLANA AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

The City received an unsolicited offer from Marcos Antonio Orellana (also known as Buyer) for the sale by the City and the purchase by the Buyer of that certain real property addressed as 536 ½ Willow Road, Grand Junction, Colorado. The City Council has considered the contract and deems the sale of the property necessary and proper.

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

1. That the City Council hereby authorizes the sale of the above-described property by the City for \$60,000.00 as provided in the attached Contract to Buy and Sell Real Estate ("Contract.") All actions heretofore taken by the officers, employees and agents of the City relating to the sale of said property which are consistent with the provisions of the Contract and this Resolution are hereby ratified, approved and confirmed.
2. That the City Council hereby authorizes the acceptance of \$60,000.00 less normal and customary closing costs for the sale of said property to be paid at closing.
3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the Contract, including, without limitation, the execution and delivery of a deed and such certificate(s) and documents as may be necessary or required to sell the property.

PASSED and ADOPTED this _____ day of January, 2026.

Cody Kennedy
President of the Council

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #5.c.

Meeting Date: January 21, 2026
Presented By: Daniella Acosta, Principal Planner
Department: Community Development
Submitted By: Daniella Acosta Stine, Principal Planner

Information

SUBJECT:

A Resolution Amending Resolution No. 81-25 to the City Council concerning the Annexation of Lands to the City of Grand Junction, Colorado, Exercising Land Use Control, and Amending Proposed Annexation Ordinance for the Fox Grove Annexation of 4.75 acres, Located at 3071 E 1/2 Road

RECOMMENDATION:

Staff recommends that City Council adopt the amended resolution referring the petition for the Fox Grove Annexation, as well as the amended proposed annexation ordinance.

EXECUTIVE SUMMARY:

Following the City Council's December 17, 2025, action referring the Fox Grove Annexation petition, staff identified an error in the applicant's improvement survey that incorrectly depicted a portion of E 1/2 Road as a private easement within the applicant's property, rather than as a public right-of-way. As a result, the City exercised land use jurisdiction over a larger area than was necessary.

This request amends the previously adopted resolution referring the annexation petition and the related annexation ordinance, correcting the annexation boundaries and acreage. The revisions ensure that land use jurisdiction is exercised only over the appropriate property area and that the annexation accurately reflects the land City Council is being asked to annex. No other aspects of the annexation request are affected by this amendment.

BACKGROUND OR DETAILED INFORMATION:

ANNEXATION REQUEST

The applicant, Grand Junction Real Estate Investments LLC, is requesting annexation of approximately 4.75 acres at 3071 E 1/2 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 designated as Annexable Development under the Persigo Agreement.

Following the City Council's December 17, 2025, referral of the annexation petition and exercise of land use jurisdiction, staff identified an error in the applicant's improvement survey that incorrectly depicted a portion of E 1/2 Road as a private easement rather than a public right-of-way. As a result, land use jurisdiction was exercised over a slightly larger area than necessary. This amended staff report, referral resolution, and proposed annexation ordinance correct the annexation boundaries and acreage to reflect the appropriate area subject to annexation. No other aspects of the request have changed.

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.

ANNEXATION AND ZONING SCHEDULE

- Referral of Petition (30-Day Notice), Introduction of Proposed Ordinance, Exercise of Land Use Jurisdiction – December 17, 2025
- Planning Commission Consideration of Zone of Annexation – January 13, 2026
- Introduction of 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 3/4 Road on April 2, 2025. The applicants and their representative, City staff, and ten members of the public attended.

FINDINGS OF FACT

Staff finds, based on review of the petition and 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 for annexation based on the following findings:

a) Proper Petition

A proper petition has been signed by more than 50 percent of the owners and more than 50 percent of the property described. The petition has been signed by the owners of the single property subject to this annexation request, representing 100 percent of the owners and 100 percent of the property described. The annexation petition was prepared by City staff.

b) Contiguity

Not less than one-sixth of the perimeter of the area to be annexed is contiguous with existing City limits. The annexation meets the one-sixth contiguity requirement through adjacency to City limits to the south.

c) Community of Interest

A community of interest exists between the area to be annexed and the City. The Central Grand Valley functions as a single demographic and economic unit, and occupants of the area regularly utilize City streets, parks, and other urban facilities.

d) Urbanization

The area is urbanized or will be urbanized in the near future. The surrounding vicinity is largely developed with single-unit residential uses, both within and outside City limits. Urban utilities and services are available to the subject property.

e) Integration with the City

The area is capable of being integrated with the City. The proposed annexation is adjacent to City limits and has direct access to E ¼ Road and E ½ Road. Urban services are available to and presently serve the property.

f) Unified Ownership

No land held in identical ownership is divided by the proposed annexation. The annexation consists of a single property owned by the applicant.

g) Owner Consent

No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more is included without the owner's consent. The petitioners have granted consent to annexation.

Staff recommends approval of the amended referral resolution.

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 Resolution No. 09-26, a resolution amending 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, and exercising land use control over the Fox Grove Annexation, approximately 4.75 acres, located at 3071 E ½ Road, as well as amending the proposed ordinance annexing territory to the City of Grand Junction, Colorado, the Fox Grove Annexation, approximately 4.75 acres, located at 3071 E ½ Road.

Attachments

1. Amended Petition for Annexation

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

STATE OF Colorado SS
COUNTY OF Mesa

AFFIDAVIT

Steve Vaytilla, 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.

[Signature]

Subscribed and sworn to before me this 14 day of January, 2026.

Witness my hand and official seal.



[Signature]
Notary Public

250 N 5th St, Grand Junction CO 81501
Address

My commission expires: Jan. 26, 2029

**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

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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 454.19 feet to the extension of the west line of the parcel described in Reception No. 3135836, thence along said west line extended and west line 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.

AND

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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 226.50 feet, thence S00°09'27"E 25.00 feet to the south right-of-way line of E ½ Road as dedicated by the Roy Vernon & Blossom Road Dedication plat at Reception No. 719537 and the Point of Beginning.

Running thence along said south right-of-way line N89°57'17"W 227.78 feet to the west line of the parcel described in Reception No. 3135836, thence along said west line S00°10'07"E 476.96 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 the said east line N00°09'27"W 868.50 feet to the south right-of-way line of E ½ Road and the Point of Beginning.

Said parcel of land containing 203,331 square feet or 4.67 acres, more or less.

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."

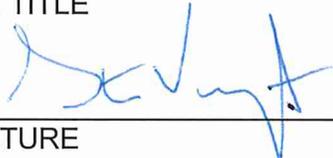
As grounds therefore, the petitioner respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973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

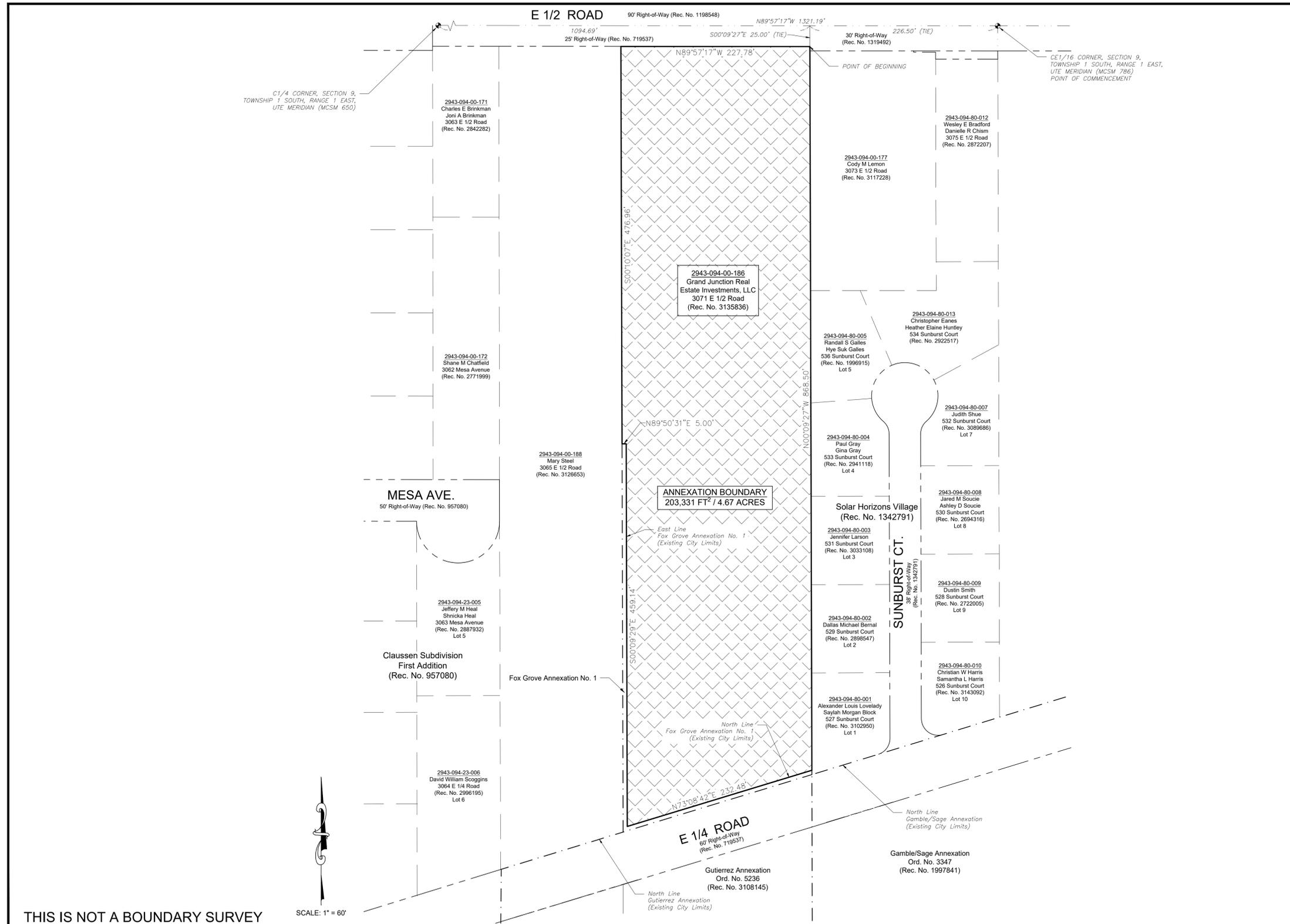

SIGNATURE

PO Box 3467, Grand Junction, CO 81502
ADDRESS

1-14-20
DATE

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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17" W 226.50 feet, thence S00°09'27" E 25.00 feet to the south right-of-way line of E 1/2 Road as dedicated by the Roy Vernon & Blossom Road Dedication plat at Reception No. 719537 and the Point of Beginning.

Running thence along said south right-of-way line N89°57'17" W 227.78 feet to the west line of the parcel described in Reception No. 3135836, thence along said west line S00°10'07" E 476.96 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 the said east line N00°09'27" W 868.50 feet to the south right-of-way line of E 1/2 Road and the Point of Beginning.

Said parcel of land containing **203,331** square feet or **4.67** acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	2,270 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	697 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	203,331 FT ²	EXISTING ANNEXATION LIMITS	
AREA IN ACRES	4.67 AC.	SECTION LINE	
AREA WITHIN R.O.W.	0 FT ²	RIGHT-OF-WAY ADJOINER	
	0 AC.		
AREA WITHIN DEEDED R.O.W.	0 FT ²		
	0 AC.		

SURVEY ABBREVIATIONS

POC	POINT OF COMMENCEMENT	FT ²	SQUARE FEET
POB	POINT OF BEGINNING	AC.	ACRES
R.O.W.	RIGHT OF WAY	Δ=	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 MONUMENT
REC.	RECEPTION		

ORDINANCE NO. _____

EFFECTIVE DATE _____

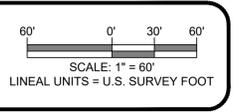
NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER OR SURVEYOR. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND IS NOT INTENDED TO BE USED AS A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

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: 1/9/26

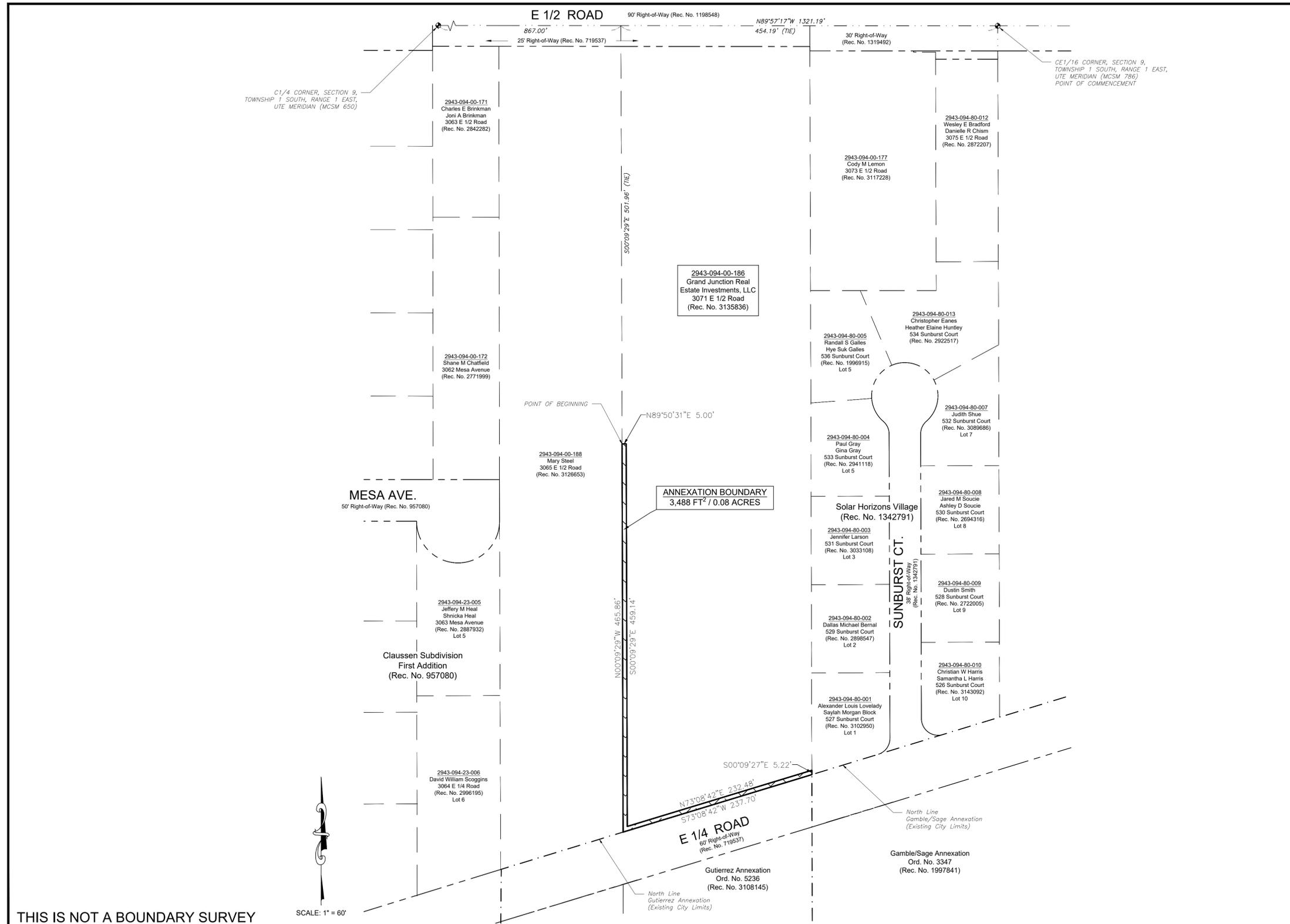


Engineering & Transportation Department
244 North 7th Street - Grand Junction, CO. 81501
(970) 256-4082

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

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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 454.19 feet to the extension of the west line of the parcel described in Reception No. 3135836, thence along said west line extended and west line 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°09'29"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 FT ²	EXISTING ANNEXATION LIMITS	
AREA IN ACRES	0.08 AC.	SECTION LINE	
AREA WITHIN R.O.W.	0 FT ²	RIGHT-OF-WAY	
	0 AC.	ADJOINER	
AREA WITHIN DEEDED R.O.W.	0 FT ²		
	0 AC.		

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 _____

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.



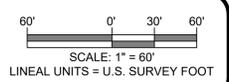
ALEXANDRE B. LHERITIER
STATE OF COLORADO - P.L.S. NO. 38464
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO 81501

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: 1/9/26

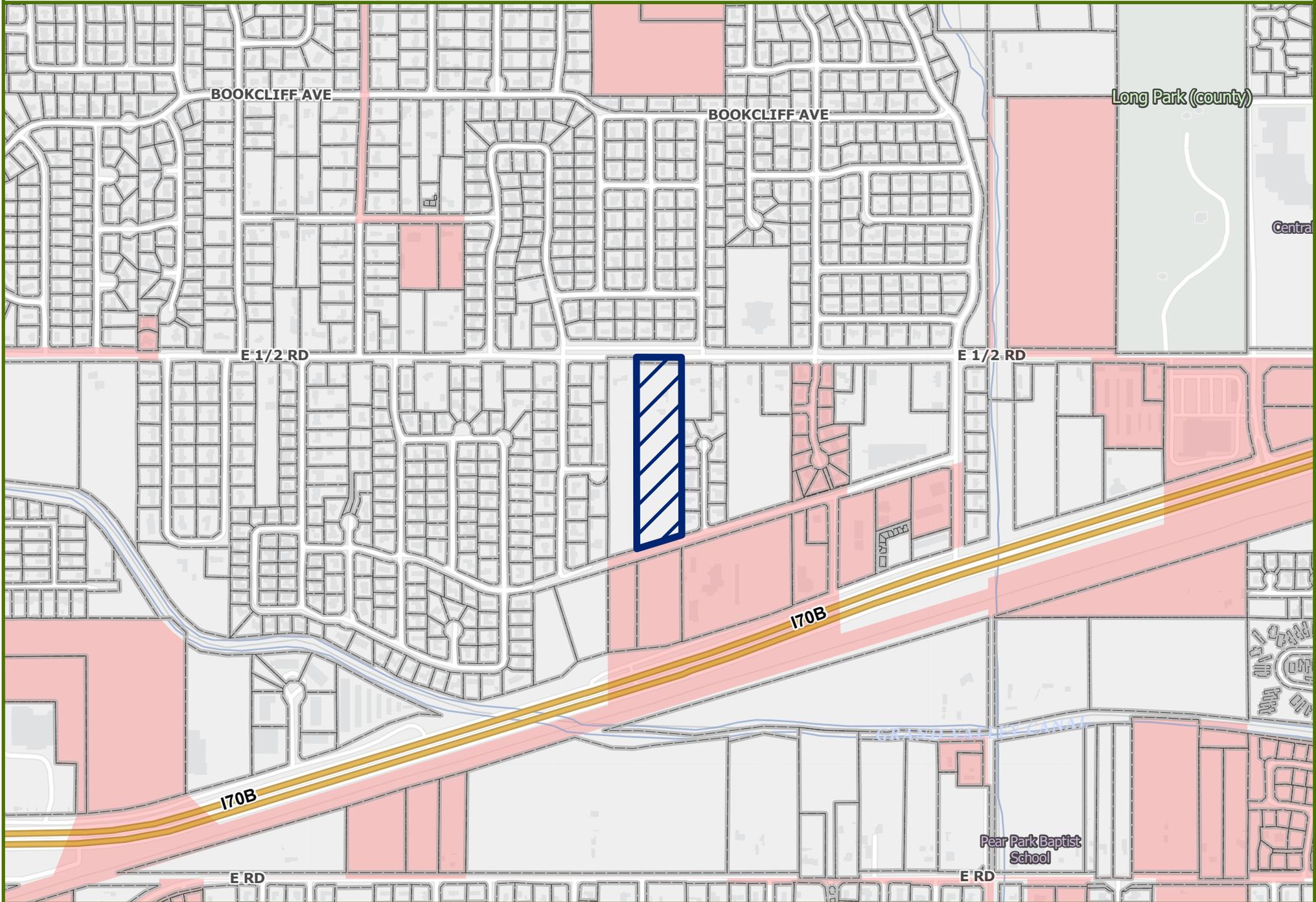


Engineering & Transportation Department
244 North 7th Street - Grand Junction, CO. 81501
(970) 256-4082

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

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

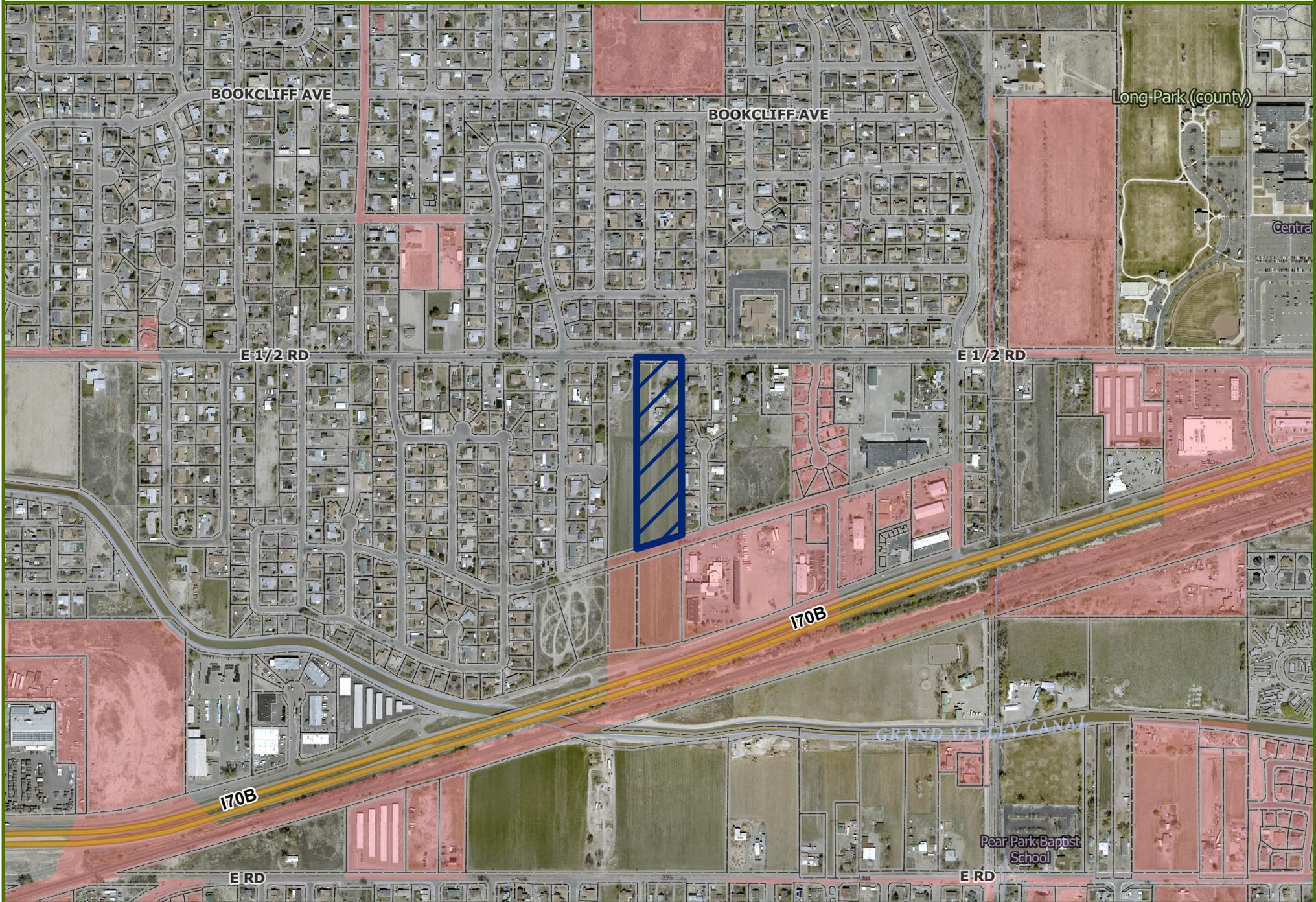


Annexation Site



City Limits

Fox Grove Annexation



0 250 500 1,000 Feet

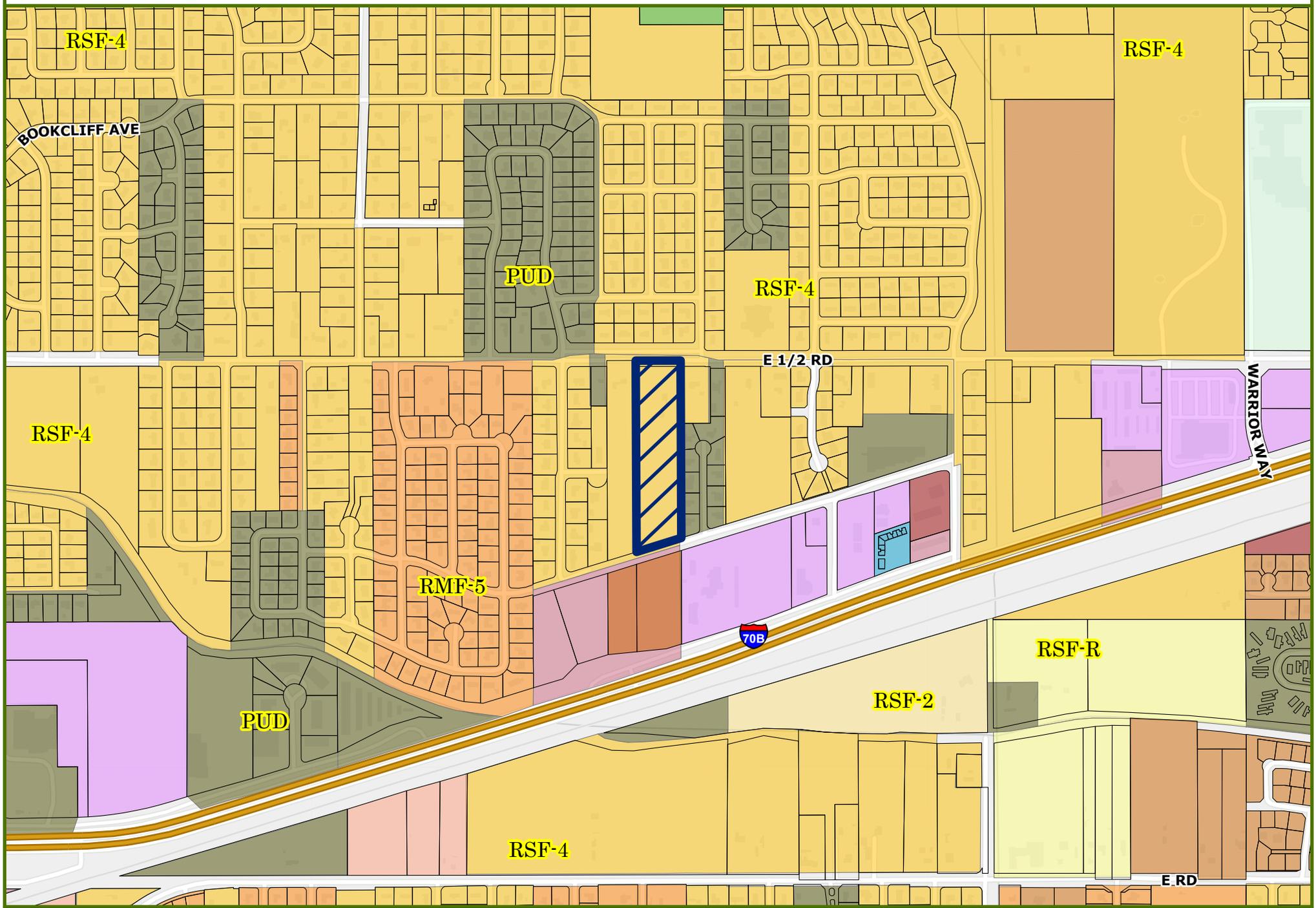


Annexation Site



City Limits

Fox Grove Annexation - Zoning



0 250 500 1,000 Feet



Annexation

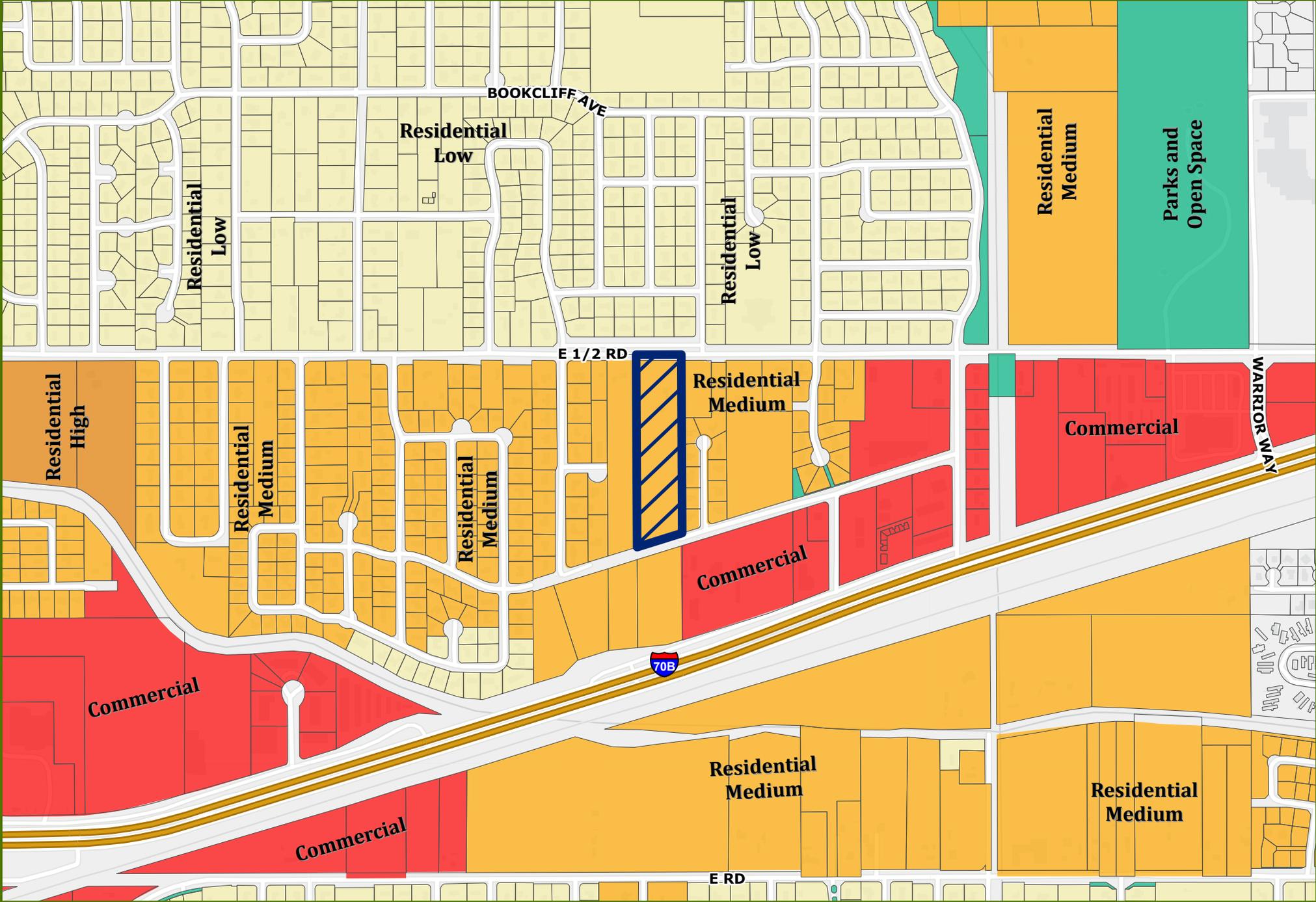
City Zoning

County Zoning

Date Created: 12/9/2025



Fox Grove Annexation - Land Use



0 250 500 1,000 Feet

 Annexation Site
Packet Page 219

Date Created: 12/9/2025



Development Application

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

Petition For:

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

Existing Land Use Designation <input type="text" value="Residential"/>	Existing Zoning <input type="text" value="County RSF-4"/>
Proposed Land Use Designation <input type="text" value="Residential"/>	Proposed Zoning <input type="text" value="RM-8"/>

Property Information

Site Location: Site Acreage:

Site Tax No(s): Site Zoning:

Project Description:

Property Owner Information

Applicant Information

Representative Information

Name: <input type="text" value="Steve Voytilla"/>	Name: <input type="text" value="See Owner"/>	Name: <input type="text" value="Tom Logue"/>
Street Address: <input type="text" value="PO Box 3647"/>	Street Address: <input type="text"/>	Street Address: <input type="text" value="537 Fruitwood Drive"/>
City/State/Zip: <input type="text" value="Grand Junction, CO 81501"/>	City/State/Zip: <input type="text"/>	City/State/Zip: <input type="text" value="Grand Junction, CO 81501"/>
Business Phone #: <input type="text" value="970-234-200"/>	Business Phone #: <input type="text"/>	Business Phone #: <input type="text" value="970-4348215"/>
E-Mail: <input type="text" value="steve5515@aol.com"/>	E-Mail: <input type="text"/>	E-Mail: <input type="text" value="talldc@msn.com"/>
Fax #: <input type="text"/>	Fax #: <input type="text"/>	Fax #: <input type="text" value="970-434-0646"/>
Contact Person: <input type="text" value="Steve Voytilla"/>	Contact Person: <input type="text"/>	Contact Person: <input type="text" value="Tom Logue"/>
Contact Phone #: <input type="text" value="970-234-200"/>	Contact Phone #: <input type="text"/>	Contact Phone #: <input type="text" value="970-260-2911"/>

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 <input type="text" value="Tom Logue"/>	Digitally signed by Tom Logue Date: 2025.09.01 11:16:15 -06'00'	Date <input type="text" value="September 2, 2025"/>
Signature of Legal Property Owner <input type="text" value="Steve Voytilla"/>		Date <input type="text" value="9-2-25"/>

**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.

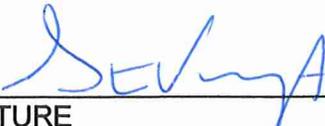
This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limit lines, and said map is prepared upon a material suitable for filing.

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

PO Box 3467, Grand Junction, CO 81502
ADDRESS


SIGNATURE

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:

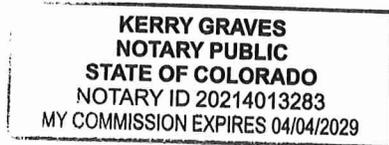
That he is the circulator of the forgoing petition:

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

Kerry Graves

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, LLQ("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:

[Empty box for limited authority details]

The Entity is the sole owner of the property.

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

[Empty box for other owners]

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: [Signature]

Printed name of person signing: Steve Voytilla, Manager

State of Colorado)

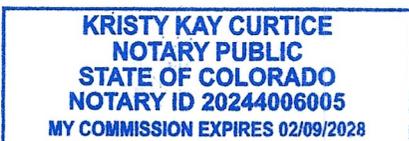
County of Mesa) ss.

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~~ 2/9/28



[Signature]
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. 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:

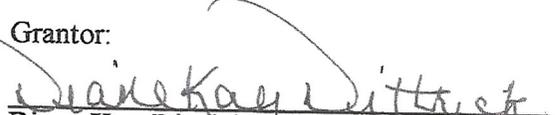
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, FROM WHICH THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER BEARS WEST 867.00 FEET;
THENCE SOUTH 968.97 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD "E 1/4";
THENCE ALONG SAID RIGHT-OF-WAY LINE N73°01'09"E 236.83 FEET;
THENCE NORTH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

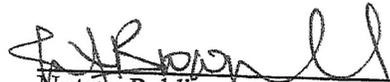

Diane Kay Dittrick, Personal Representative
of the Estate of Ralph William Martin a/k/a
Ralph W. Martin a/k/a Ralph Martin,
Deceased

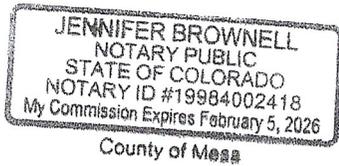


STATE OF COLORADO)
) ss.
County of MESA)

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



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:

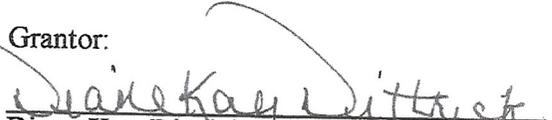
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, FROM WHICH THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER BEARS WEST 867.00 FEET;
THENCE SOUTH 968.97 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD "E 1/4";
THENCE ALONG SAID RIGHT-OF-WAY LINE N73°01'09"E 236.83 FEET;
THENCE NORTH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

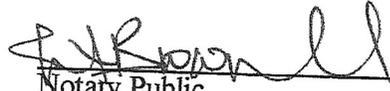

Diane Kay Dittrick, Personal Representative
of the Estate of Ralph William Martin a/k/a
Ralph W. Martin a/k/a Ralph Martin,
Deceased

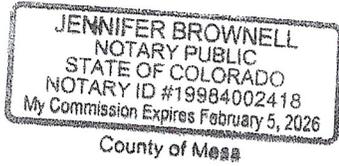


STATE OF COLORADO)
) ss.
County of MESA)

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.

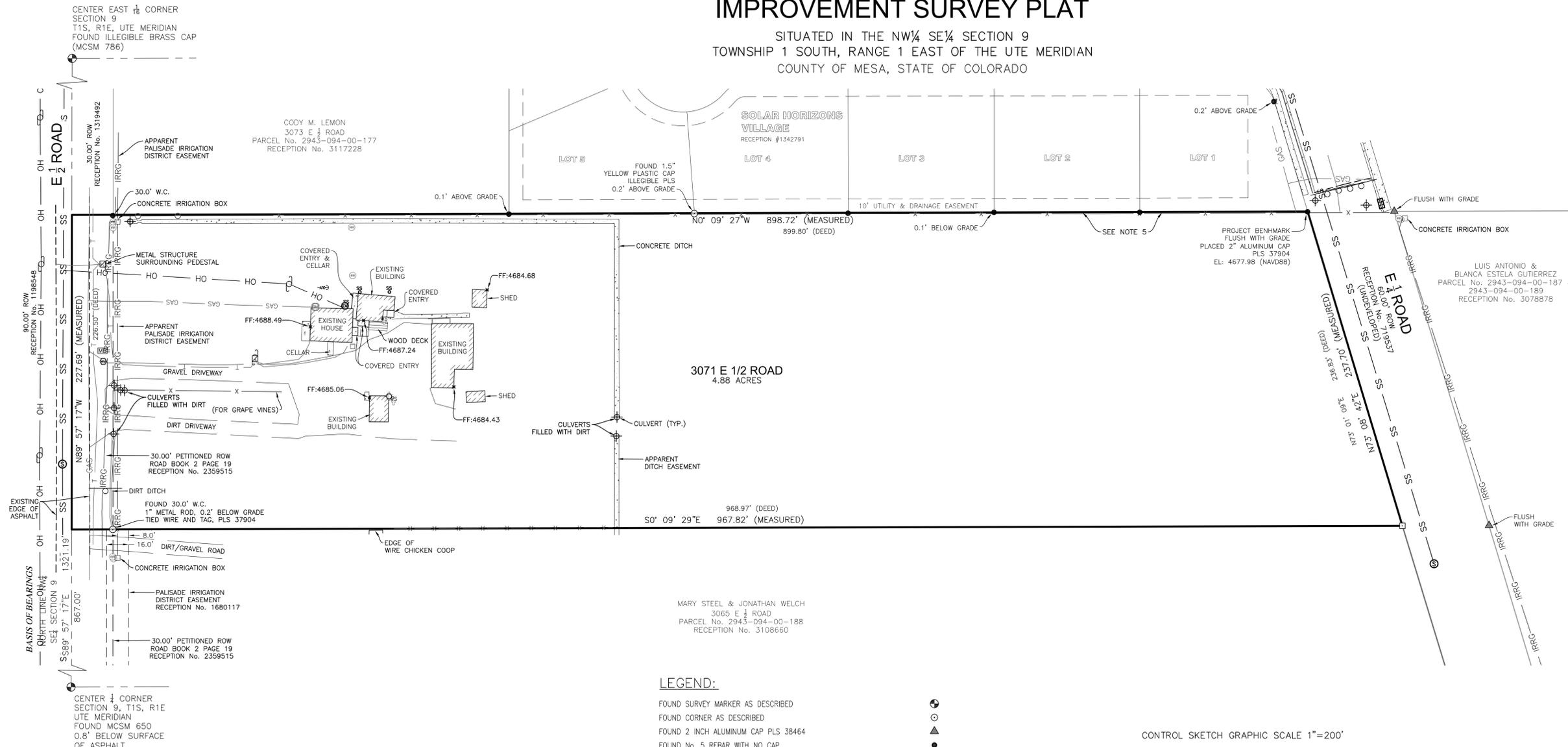
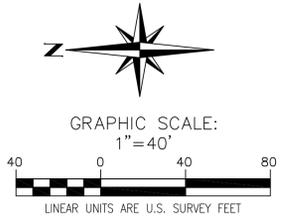
Witness my hand and official seal,
My commission expires: 2/5/26


Notary Public



IMPROVEMENT SURVEY PLAT

SITUATED IN THE NW¼ SE¼ SECTION 9
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO



ABBREVIATIONS:

N	NORTH
S	SOUTH
E	EAST
W	WEST
T	TOWNSHIP
R	RANGE
MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT OF WAY
SIMS	SURVEY INFORMATION MANAGEMENT SYSTEM
PLS	PROFESSIONAL LAND SURVEYOR
No.	NUMBER
GPS	GLOBAL POSITIONING SYSTEM
ID	IDENTIFICATION
SQ	SQUARE
FT	FEET
AVE.	AVENUE
ST.	STREET
CT.	COURT
LN.	LANE
DR.	DRIVE
U.S.	UNITED STATES
L.C.E.	LIMITED COMMON ELEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
W.C.	WITNESS CORNER
FF	FINISH FLOOR ELEVATION

LEGEND:

- FOUND SURVEY MARKER AS DESCRIBED
- FOUND CORNER AS DESCRIBED
- FOUND 2 INCH ALUMINUM CAP PLS 38464
- FOUND No. 5 REBAR WITH NO CAP
- SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- EXISTING SIGN
- EXISTING UTILITY PEDESTAL
- EXISTING LIGHT POLE
- EXISTING ELECTRIC METER
- EXISTING GAS METER
- EXISTING WATER SPIGOT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING STORM INLET
- EXISTING WATER METER
- EXISTING IRRIGATION FEATURE
- EXISTING MAILBOX
- EXISTING OVERHEAD UTILITY LINE
- EXISTING UNDERGROUND WATER LINE
- EXISTING UNDERGROUND IRRIGATION LINE
- EXISTING UNDERGROUND GAS LINE
- EXISTING BARB WIRE FENCE LINE
- EXISTING WOOD FENCE LINE
- EXISTING T-POST ELECTRIC FENCE
- EXISTING CONCRETE

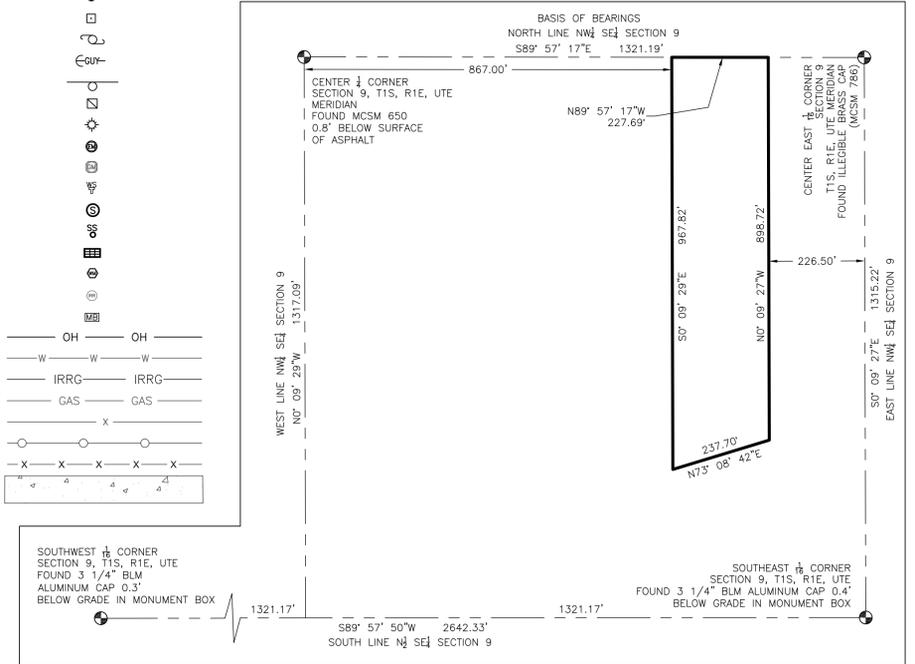
NOTES

- OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE USING A CURRENT TITLE POLICY PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER: GJR65060495.
- BEARINGS ARE BASED ON THE NORTH LINE OF NW¼ SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN. THE VALUE USED S89°57'17"E, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. MESA COUNTY SURVEY MARKERS WERE FOUND AT THE EAST AND WEST ENDS OF SAID LINE AS SHOWN HEREON.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS IMPROVEMENT SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 2093666, OF THE MESA COUNTY RECORDS.
- THE EAST AND WEST LINES OF THE SUBJECT PROPERTY ARE DESCRIBED BY CARDINAL BEARINGS WITHIN THE DEED CITED IN NOTE 4. AFTER EXAMINING THE SURROUNDING DEEDS, PLATS, NEARBY WORK PERFORMED BY OTHER LAND SURVEYORS, AND FOUND MONUMENTS SHOWN HEREON, IT APPEARS THAT SAID LINES ARE INTENDED TO BE PARALLEL WITH THE EAST AND WEST LINES OF THE NW¼ SE¼ OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN. IT IS ALSO WORTH NOTING THAT WHEN LAND WITHIN THE NW¼ SE¼ WAS DIVIDED INTO PIECES, IT WAS DONE SO WITH THE WIDTH OF SAID NW¼ SE¼ BEING CONSIDERED 1320 FEET. THIS IS EVIDENT WHEN THE WIDTH OF THE PLAT TO THE EAST (226.50 FEET) IS ADDED TO THE DEED EAST LINE DISTANCE OF THE SUBJECT PROPERTY FROM THE CENTER ¼ CORNER (1093.50 FEET). THIS SUM IS 1320 FEET. THIS SUGGESTS NO DISCREPANCY WAS INTENDED ALONG THE EAST SIDE OF THE SUBJECT PROPERTY. THE DEED RECORDED AT RECEPTION NUMBER 1000017 DESCRIBES THE ADJOINING PROPERTY TO THE EAST WHEN IT WAS PART OF A LARGER PARCEL OF LAND. ITS WEST LINE BEING THE LINE FALLING 226.50 FEET FROM THE EAST LINE OF THE NW¼ SE¼. AS THE WIDTH OF THE NW¼ SE¼ IS JUST OVER 1321 FEET, AND THE LOCATION OF THE EAST ADJOINERS SAID WEST LINE HAS LONG BEEN HELD, SAID WEST LINE IS BEING HELD AS BEING IN COMMON WITH THE SUBJECT PROPERTIES EAST LINE. THIS COUPLED WITH THE MONUMENTED LOCATION OF E ½ ROAD, IS WHY DEED VERSUS MEASURED BEARINGS AND DISTANCES ARE SHOWN HEREON.

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 "E";
THENCE ALONG SAID RIGHT-OF-WAY LINE N73°01'09"E 236.83 FEET;
THENCE NORTH 898.80 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.
Said parcel contains 4.88 ACRES.

CONTROL SKETCH GRAPHIC SCALE 1"=200'



SURVEYOR'S CERTIFICATION:

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



COLORADO REGISTERED LAND SURVEYOR PLS #37904

IMPROVEMENT SURVEY PLAT
GRAND JUNCTION REAL ESTATE INVESTMENTS LLC
SITUATED IN THE NW¼ SE¼ SECTION 9
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

JOB #: 2025-073 FIELD WORK: JM DRAWN BY: PC/JW
DATE: 9/25/25 DRAWING NAME: 3071 E 1/2 ROAD CHECKED BY: PC

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

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

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@cblle.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.

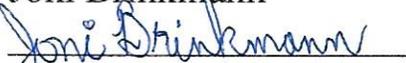
Though no specific design proposals have been provided, we suggest considering an increase in garage door height from the standard 8 feet to a minimum of 9 feet. Many residents in Mesa County own large pickup trucks and SUVs, and this adjustment would allow most vehicles to be stored in garages, rather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

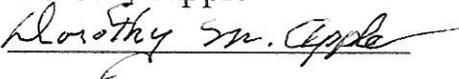
We appreciate your attention to these concerns and hope that you will consider these suggestions as you finalize the plans for Fox Grove Subdivision. Our goal is to maintain the integrity of the neighborhood while also accommodating necessary development in a way that ensures the safety and comfort of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

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

Sincerely,

Charles Erik Brinkmann


Joni Brinkmann


Dorothy Apple


**NOTICE OF AMENDED RESOLUTION
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 21st day of January, 2026, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. XX-26

**A RESOLUTION
AMENDING REFERRAL OF A PETITION TO THE
CITY COUNCIL FOR THE ANNEXATION OF
LANDS
TO THE CITY OF GRAND JUNCTION,
COLORADO AND EXERCISING LAND USE
CONTROL**

FOX GROVE ANNEXATION

**APPROXIMATELY 4.75
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,

WHEREAS, the adopted resolution exercised land use control over the area described therein.

WHEREAS, the subject area of the proposed annexation was revised to exclude lands not owned by the petitioner.

WHEREAS, City Council intends that land use jurisdiction be exercised solely over the area identified in the revised petition 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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local

Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 454.19 feet to the extension of the west line of the parcel described in Reception No. 3135836, thence along said west line extended and west line 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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 226.50 feet, thence S00°09'27"E 25.00 feet to the south right-of-way line of E ½ Road as dedicated by the Roy Vernon & Blossom Road Dedication plat at Reception No. 719537 and the Point of Beginning.

Running thence along said south right-of-way line N89°57'17"W 227.78 feet to the west line of the parcel described in Reception No. 3135836, thence along said west line S00°10'07"E 476.96 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 the said east line N00°09'27"W 868.50 feet to the south right-of-way line of E ½ Road and the Point of Beginning.

Said parcel of land containing 203,331 square feet or 4.67 acres, more or less.

WHEREAS, the Council 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. Resolution No. 81-25 is hereby amended to incorporate the revised legal description attached hereto and incorporated herein by reference.
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 21st day of January, 2026.

Cody Kennedy
President of the Council

Attest:

Selestina Sandoval
City Clerk

NOTICE HAS BEEN GIVEN that a hearing will be held in accordance with Resolution No. 81-25 on the date and at the time and place set forth in said 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 4.75 ACRES**

WHEREAS, on the 21st day of January 2026, the City Council of the City of Grand Junction considered an amended petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the amended 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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 454.19 feet to the extension of the west line of the parcel described in Reception No. 3135836, thence along said west line extended and west line 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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 226.50 feet, thence S00°09'27"E 25.00 feet to the south right-of-way line of E ½ Road as dedicated by the Roy Vernon & Blossom Road Dedication plat at Reception No. 719537 and the Point of Beginning.

Running thence along said south right-of-way line N89°57'17"W 227.78 feet to the west line of the parcel described in Reception No. 3135836, thence along said west line S00°10'07"E 476.96 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 the said east line N00°09'27"W 868.50 feet to the south right-of-way line of E ½ Road and the Point of Beginning.

Said parcel of land containing 203,331 square feet or 4.67 acres, more or less and depicted in Exhibits A and B is and shall be duly and lawfully annexed to the City limits of Grand Junction.

INTRODUCED on first reading on the 21st day of January, 2026 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 City Council

Attest:

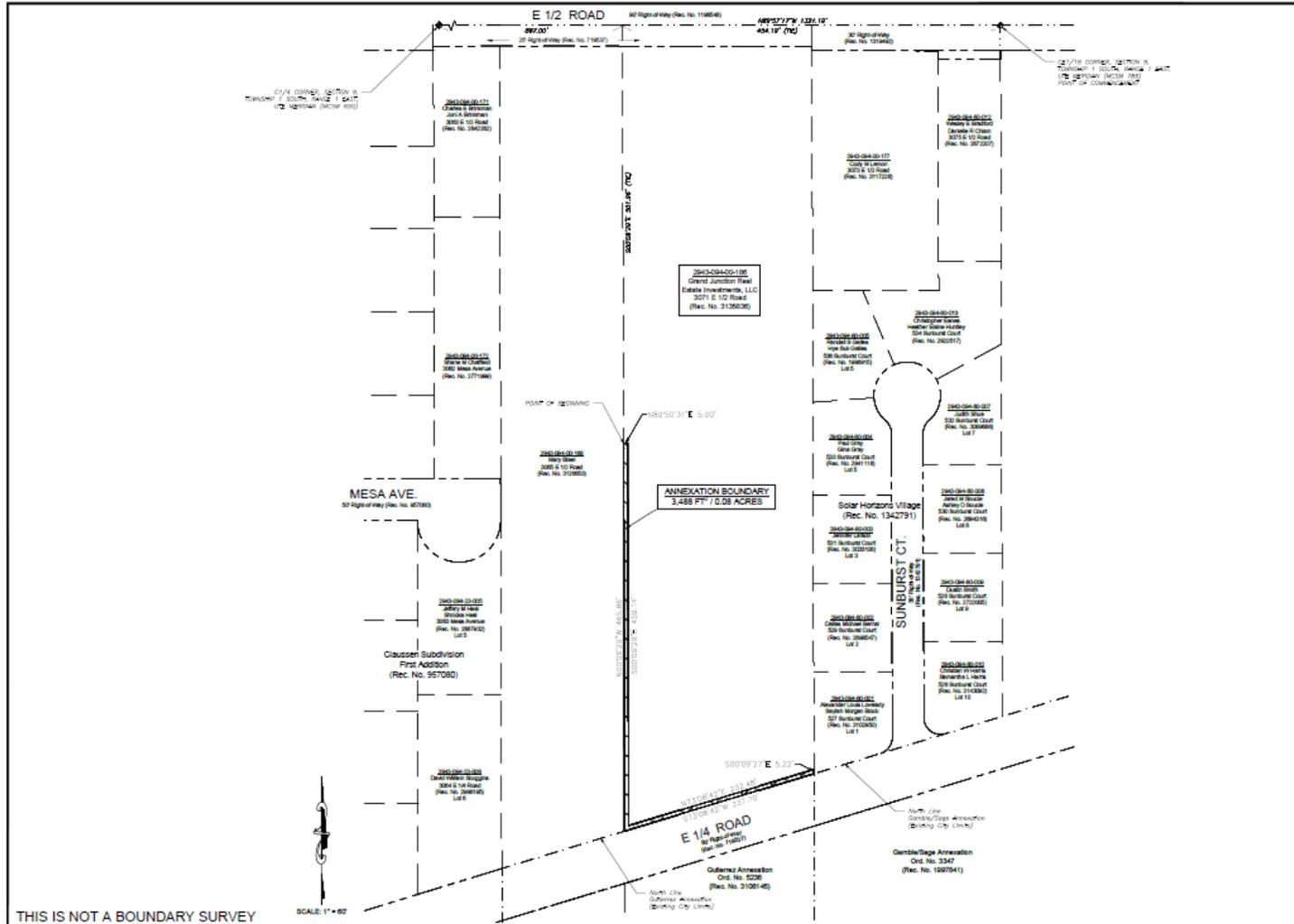
Selestina Sandoval
City Clerk

DRAFT

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 CE1/16 corner of said Section 9, whence the C1/4 corner of said Section 9 bears N89°27'17"W 1321.19 feet, said line being the north line of the NW1/4SE1/4 of Section 9 and the base of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°27'17"W 464.19 feet to the extension of the west line of the parcel described in Reception No. 3135536, thence along said west line the extended and west line 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 495.14 feet, thence N73°06'42"E 222.48 feet to the east line of said parcel, thence along said east line S00°09'29"E 5.22 feet to the SE corner of said parcel and the NE corner of the Gambel Sage Annexation, thence along the south line of said parcel and the north line of the Gambel Sage Annexation S73°06'42"W 237.70 feet to the SW corner of said parcel, thence along the west line of said parcel N89°29'29"W 465.66 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	1,426.41 FT.	ANNEXATION BOUNDARY	(Symbol)
CONTIGUOUS PERIMETER	237.70 FT.	ANNEXATION AREA	(Symbol)
AREA IN SQUARE FEET	3,488 FT ²	EXISTING ANNEXATION LIMITS	(Symbol)
AREA IN ACRES	0.08 AC.	SECTION LINE	(Symbol)
AREA WITHIN R.O.W.	0 FT ²	RIGHT-OF-WAY ADJOINER	(Symbol)
AREA WITHIN DEEDED R.O.W.	0 FT ²		

SURVEY ABBREVIATIONS		SQ. FT. SQUARE FEET	
POC	POINT OF COMMENCEMENT	sq.	SQ.
POB	POINT OF BEGINNING	rad.	RADIUS
R.O.W.	RIGHT OF WAY	arc	ARC LENGTH
SEC.	SECTION	chd.	CHORD LENGTH
CHS.	CHORD BEARING	blk.	BLOCK
T	TOWNSHIP	p.l.	PLAT BOOK
R	RANGE	bk.	BOOK
U.M.	UTE MERIDIAN	pg.	PAGE
NO.	NUMBER	mcsm	MESA CO. SURVEY MONUMENT
REC.	RECEPTION		

ORDINANCE NO. _____ **EFFECTIVE DATE** _____

NOTE:
THE DESCRIPTIONS 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 SURVIVOR. 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.

ALEXANDER B. LIEBOWITZ
STATE OF COLORADO - P.L.S. No. 3964
FOR THE CITY OF GRAND JUNCTION
204 NORTH 7TH 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: 11/20/25
 REVIEWED BY: ABL DATE: 12/22/25
 CHECKED BY: RBP DATE: 12/22/25
 APPROVED BY: ABL DATE: 1/26/26



Engineering & Transportation Department
 244 North 7th Street - Grand Junction, CO 81501
 (970) 385-4082

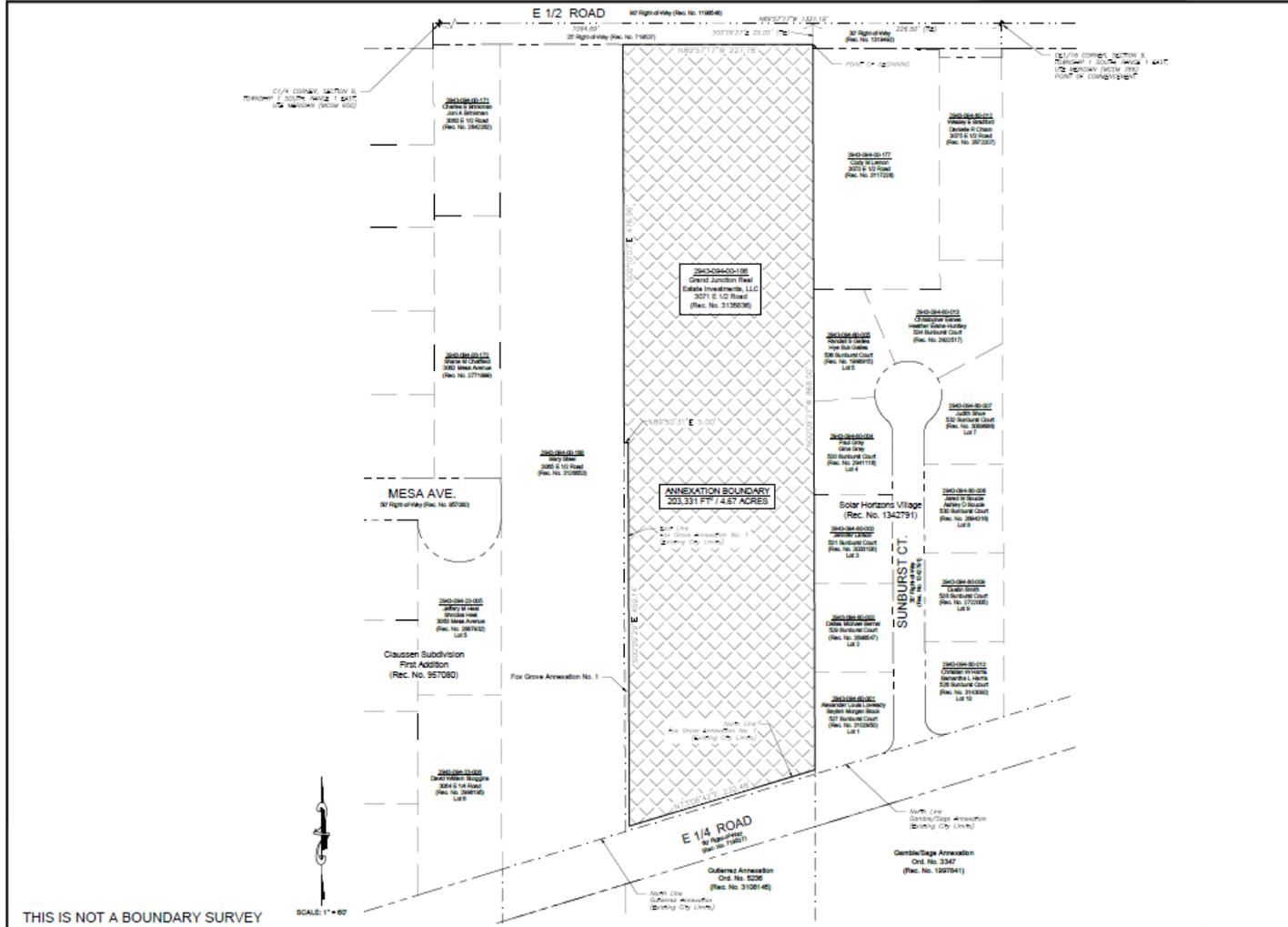
FOX GROVE ANNEXATION NO. 1
 Located in the NW1/4SE1/4 of Section 9, Township 1 South, Range 1 East,
 Ute Meridian, County of Mesa, State of Colorado

EXHIBIT B

DRAFT

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 SE1/4 corner of said Section 9, whence the C1/4 corner of said Section 9 bears N89°57'17"W 1321.19 feet, west line being the north line of the NW1/4SE1/4 of Section 9 and the base of buildings in the Mesa County Local Coordinate System for the Grand Valley Area, thence running thence along said north line N89°57'17"W 226.50 feet, thence S00°02'07"E 25.00 feet to the south right-of-way line of E 1/2 Road as declared by the Roy Vernon & Blacorn Road Dedication plat at Reception No. 719537 and the Point of Beginning.
 Thence running thence along said south right-of-way line N89°57'17"W 227.70 feet to the west line of the parcel described in Reception No. 313935, thence along said west line S00°10'07"E 476.96 feet to the NW corner of the Fox Grove Annexation No. 1, thence along said annexation the following three (3) courses: (1) N89°57'31"E 6.00 feet, (2) thence S00°02'07"E 459.14 feet, (3) thence N72°06'27"E 22.46 feet to the east line of said parcel, thence along the said east line N00°02'17"W 865.50 feet to the south right-of-way line of E 1/4 Road and the Point of Beginning.
 Said parcel of land containing 233,331 square feet or 4.67 acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	2,270 FT.	ANNEXATION BOUNDARY	(Cross-hatched pattern)
CONTIGUOUS PERIMETER	597 FT.	ANNEXATION AREA	(Dotted pattern)
AREA IN SQUARE FEET	233,331	EXISTING ANNEXATION LIMITS	(Dashed line)
AREA IN ACRES	4.67	SECTION LINE	(Long-dashed line)
AREA WITHIN R.O.W.	0	RIGHT-OF-WAY ADJACENT	(Solid line)
AREA WITHIN DEEDED R.O.W.	0		

SURVEY ABBREVIATIONS			
POC	POINT OF COMMENCEMENT	FF'	SQUARE FEET
POB	POINT OF BEGINNING	AC	ACRES
R.O.W.	RIGHT OF WAY	±	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 MONUMENT
REC.	RECEPTION		

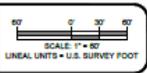
ORDINANCE NO. _____ **EFFECTIVE DATE** _____

NOTE:
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ALEXANDER B. LUBERTER
 STATE OF COLORADO - P.L.S. NO. 3984
 FOR THE CITY OF GRAND JUNCTION
 244 NORTH 7TH 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: ASL DATE: 11/24/25
 REVIEWED BY: ASL DATE: 12/22/25
 CHECKED BY: MSP DATE: 12/22/25
 APPROVED BY: ASL DATE: 1/26/26



Engineering & Transportation Department
 344 North 7th Street - Grand Junction, CO, 81501
 (970) 245-4282

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

DRAFT



Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: January 21, 2026
Presented By: Shelley Caskey, Human Resources Director
Department: Human Resources
Submitted By: Shelley Caskey, Human Resources Director

Information

SUBJECT:

An Ordinance Authorizing the Scheduled Increase in Employer Contributions to Police & Fire 401(a) Plans

RECOMMENDATION:

Approve an ordinance authorizing the scheduled increase in employer contributions to Police and Fire 401(a) plans.

EXECUTIVE SUMMARY:

On January 7, 2026, City Council introduced an ordinance authorizing a scheduled increase in the City's employer contributions to the Police and Fire 401(a) retirement plans and set a public hearing for January 21, 2026. The ordinance aligns the Police and Fire 401(a) employer contribution schedule with the employer contribution schedule required under the Fire and Police Pension Association (FPPA) Defined Benefit Plan.

The ordinance was introduced as presented, with no substantive changes recommended, and staff requests approval at second reading.

BACKGROUND OR DETAILED INFORMATION:

At first reading on January 7, 2026, City Council introduced an ordinance authorizing a scheduled increase in the City's employer contributions to the Police and Fire 401(a) retirement plans. The ordinance aligns the Police and Fire 401(a) employer contribution schedule with the employer contribution schedule required under the Fire and Police Pension Association (FPPA) Defined Benefit Plan.

The ordinance authorizes a 0.35 percent increase effective January 1, 2026, followed by annual increases of 0.5 percent through 2030, at which time the employer contribution rate will reach 13 percent. The ordinance was introduced as presented, and no substantive changes have been made since first reading.

FISCAL IMPACT:

The estimated fiscal impact of the proposed employer contribution increase is approximately \$50,000 in 2026 and is included in the adopted 2026 budget. Future scheduled increases will be addressed through the City's annual budget process.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5297, an ordinance authorizing a scheduled increase to the City's Police and Fire 401(a) employer contribution, aligning the contribution schedule with the FPPA employer contribution schedule, on final passage and order final publication in pamphlet form.

Attachments

1. Fire_Police 401a Contribution Increase Ordinance

ORDINANCE NO. XXXX

AN ORDINANCE ADOPTING AMENDMENTS TO THE CITY OF GRAND JUNCTION POLICE AND FIRE 401(A) RETIREMENT PLANS

Recitals:

Article XI, Section 88, of the City Charter requires that the City Council act by ordinance to continue, alter, establish, provide for, and amend pension plans. While the City does not provide pensions to most retired employees, it does provide certain retirement plans, one of which is a defined contribution retirement plan in accordance with Section 401(a) of the Internal Revenue Code (“401(a) Plan”). Consistent with past City practice, the City Council considers and approves in accordance with the Charter changes to retirement plans. This is such an ordinance.

On November 19, 2025, the City Council adopted Ordinance 5286, which established the City’s 2026 budget and made appropriations to support planned expenditures. That ordinance included funding for a scheduled increase to the City’s employer contribution for the Fire and Police 401(a) Plans. This schedule provides for a 0.35% increase in 2026, followed by annual increases of 0.5 percent through 2030, at which time the employer contribution rate will reach 13 percent.

Colorado House Bill 20-1044 established a phased increase in employer contribution rates for the Fire and Police Pension Association (“FPPA”) Defined Benefit Plan through 2030. Aligning the Police and Fire 401(a) employer contribution schedule with the FPPA employer contribution schedule maintains alignment across public safety retirement plans.

Currently, all sworn Police employees and a limited group of sworn Fire employees who elected to opt out of FPPA participation in 2018 participate in the City’s Police and Fire 401(a) retirement plans. All other sworn Fire employees, and all future sworn Fire hires, are required to participate in the FPPA Defined Benefit Plan. Under House Bill 20-1044, employer contributions for FPPA participants will continue to increase through 2030. Without action by the City, the employer contribution rate for sworn Police employees and the limited group of sworn Fire employees participating in the 401(a) plans would remain unchanged, resulting in misalignment between public safety retirement benefit structures.

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

1. The foregoing Recitals are incorporated by reference.
2. The City Council does continue, alter, and amend as generally set forth below, and as specifically provided in the plan documents for the City of Grand Junction

Fire and Police 401(a) Defined Contribution Plans, adopted and amended in accordance with Article XI, Section 88 of the Charter of the City of Grand Junction, the City's employer contribution for participating employees. The employer contribution shall be increased to 11% in 2026 and shall increase by 0.5 percent annually through 2030, at which time the employer contribution shall reach 13 percent.

3. In addition to the employer contribution schedule authorized herein, the City Manager is authorized to establish and administer a supplemental employer retirement contribution for the Fire Chief and Police Chief, if needed, to support alignment with executive-level retirement contribution structures, subject to annual budget appropriation and consistent with applicable federal law and plan documents.
4. All lawful acts heretofore and hereafter taken by the City and its officers, agents, and employees in funding, managing, and administering the 401(a) retirement plans as adopted and amended are hereby ratified.
5. Any ordinance(s) or part thereof and/of any plan document inconsistent with the provisions of this Ordinance are hereby repealed.

INTRODUCED ON FIRST READING this 7th day of January 2026 and authorize to be published in pamphlet form.

PASSED, ADOPTED AND APPROVED this 21st day of January 2026 and authorized to be published in pamphlet form.

Cody Kennedy
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #6.a.ii.

Meeting Date: January 21, 2026
Presented By: Tim Lehrbach, Principal Planner
Department: Community Development
Submitted By: Daniella Acosta Stine, Principal Planner
Tim Lehrbach, Principal Planner

Information

SUBJECT:

An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Application Outreach Meetings and Accessible Parking

RECOMMENDATION:

The Planning Commission heard this item at the December 23, 2025 regular hearing and voted (6-0) to recommend approval of this request.

EXECUTIVE SUMMARY:

Two amendments are proposed in this item that are unrelated. A third amendment was originally published for the Planning Commission to consider; however, staff requested the Planning Commission not consider the issue pertaining to state law and irrigation easements and infrastructure, as staff was currently working on additional recommended revisions to this code text amendment with the Housing Affordability Committee Task Force. Because it had been published already, it remains in the materials for tonight, but Council is not acting on this amendment at this time.

BACKGROUND OR DETAILED INFORMATION:

Amendment #1

Staff have identified two application types that presently require an application outreach meeting. In one case, an application for a Code Text Amendment, the requirement is impractical to implement and inconsistent with standard practice. In the other case, an application for Vacation of Easement, the requirement is disproportionate to the impact of the application type.

Amendment #2

Colorado House Bill 24-1173, signed into law in 2024, requires that local governments adopt the Colorado Electric Vehicle Charging Model Land Use Code, to adopt and/or maintain compliant definitions and standards for electric vehicle charging equipment, or to adopt a resolution or ordinance opting out of the requirements. The proposed amendment addresses requirements pertaining to accessible parking.

Amendment Not Being Considered, but Originally Published

Staff has identified an issue pertaining to the impacts of development on existing irrigation easements and infrastructure, which necessitates the introduction of an appropriate standard for establishing the permissibility of such impacts. Specifically, the City reviews and approves developments which propose the relocation or modification of irrigation easements and the ditches or other facilities thereupon, or may require an applicant to so relocate or modify. At issue is the requirement established by Colorado courts that a property owner burdened by an easement, over which irrigation water is conveyed to a benefitted party, obtain permission from the benefitted party or the court before altering the easement or the irrigation infrastructure (ditch, pipe, etc.) within it.

PROPOSED AMENDMENT

GJMC 21.02.030(a) Summary Table of Commonly Applicable Procedures.

The amendment removes the requirement for an Application Outreach Meeting (Neighborhood Comment Meeting) prior to submitting an application for a Code Text Amendment or Vacation of Easement. Conducting a Neighborhood Comment Meeting is impractical for a Code Text Amendment, which affects the entire city. Conduction one for a Vacation of Easement is disproportionate to the impact of the proposed action.

*GJMC 21.05.020 Required Improvements--**NOT BEING CONSIDERED AT THIS TIME***

The amendment introduces a requirement to demonstrate that an applicant has permission to alter an irrigation easement or the infrastructure within it. Permission shall take the form of providing written consent that the benefitted property owners have agreed to give their consent to the alteration or of a declaratory judgment from the court finding that the alteration is permissible.

GJMC 21.08.020(b)(4) Accessible Parking

The amendment provides that any van-accessible parking space designed to accommodate a person in a wheelchair, is served by an EV Charging Port when EV Charging stations are being constructed and certain thresholds are met, and is not designated as parking reserved for a person with a disability shall be counted as two spaces towards applicable parking minimums.

Additionally, the amendment adopts references to national standards and state statute pertaining to EV Charging Project parking space and access design.

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on December 13, 2025, in the Grand Junction Daily Sentinel.

ANALYSIS

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

(A) Consistency with Comprehensive Plan

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

Plan Principal 2, Goal 3, Strategy f, relating to reduction of barriers to entry for new business, is supported by eliminating a requirement for Application Outreach Meetings for Vacation of Easement, which represents a time cost to applicants when a Vacation of Easement may be both necessary and uncontroversial.

Finally, the amendment advances Plan Principle 6, Goal 5, Strategy b to “explore opportunities to implement best practices in parking and infrastructure regulation and design that consider physical impacts and transportation network impacts of connected vehicles, AVs, EVs, and transportation network companies (TNCs).” Compliance with the electric vehicle parking legislation is achieved by adopting portions of the Colorado Electric Vehicle Charging Model Land Use Code, which collects best practices for regulating electric vehicle charging infrastructure.

Staff finds this criterion has been met.

(B) Consistency with Zoning and Development Code Standards

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

The amendment removes Application Outreach Meeting requirements for two application types, introduces new requirements pertaining to irrigation easements and infrastructure, and implements elements of the Colorado Electric Vehicle Charging Model Land Use Code. None of these creates a conflict or inconsistency with other provisions of the Code.

Staff finds this criterion has been met.

(C) Specific Reasons

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

The proposed revisions to the Zoning and Development Code all meet specific reasons identified in this criterion for review. Each amendment is identified with its appropriate reason below.

a. To address trends in development or regulatory practices;

The amendment directly addresses recent legislation concerning electric vehicle charging that requires compliance. In order to achieve compliance, it is necessary for the City to implement its terms pertaining to minimum parking requirements.

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

The amendment addresses the specific development issue arising from required or otherwise proposed improvements altering existing irrigation easements and the irrigation infrastructure upon them.

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

Not Applicable

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

The amendment modifies procedures for processing two development application types, Code Text Amendment and Vacation of Easement. For each, the requirement to conduct an Application Outreach Meeting prior to application submittal is removed.

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

FINDING OF FACT AND RECOMMENDATION

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

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

Therefore, the Planning Commission recommends approval, excluding GJMC 21.05.020 Required Improvements, as this topic was not discussed. The attached ordinance reflects the Planning Commission's recommendation.

FISCAL IMPACT:

There is no direct fiscal impact associated with his request.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5298, an ordinance amending Title 21 Zoning and Development Code, regarding Application Outreach Meetings and Accessible Parking, on final passage and order final publication in pamphlet form.

Attachments

1. Planning Commission Minutes - 2025 - Dec 23 - DRAFT
2. HACTF Objection Letter.

3. ORD-Application Outreach and Accessible Parking

GRAND JUNCTION PLANNING COMMISSION
December 23, 2025, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Thomas (virtually), Gregg Palmer, and Keith Ehlers.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director) Thomas Lloyd (Planning Manager), Daniella Acosta Stine (Principal Planner), and Madeline Robinson (Planning Technician).

There were 8 members of the public in attendance, and 0 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from December 9, 2025.

Commissioner Palmer moved to approve the Consent Agenda.

Commissioner Quintero seconded; motion passed 6-0.

REGULAR AGENDA

2. Lucky Me Center - 29 Rd & Patterson Rd **RZN-2025-293**

Consider a request by Lucky Me Premises LLC, Property Owner, to rezone a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed - Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road. - **This item to be moved to the January 13th, 2026 Planning Commission Hearing**

3. 377 & 379 29 Road Comprehensive Plan Amendment **CPA-2025-502**

Consider a request by Sunshine of Delta, Inc. for a Comprehensive Plan Amendment for approximately 3.72 acres from Residential High to Mixed Use located at 377 29 Road and 379 29 Road

Staff Presentation

Thomas Lloyd, Planning Manager, introduced exhibits on behalf of Senior Planner, Jenna Gorney, into the record and provided a presentation regarding the request.

Questions for Staff

No questions for staff from the commissioners.

Applicant John Moir, owner of Sunshine of Delta, 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 16, 2025, via www.gjcity.org.

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

The public comment period was closed at 5:51 p.m. on December 23, 2025.

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

Discussion

Commissioner Ehlers had a question for the applicant as to why the MU-1 zoning had not been looked at for the CPA. Planning Manager Lloyd made comment that MU-2 does allow for higher density and more flexibility with the commercial and retail uses.

Motion and Vote

Commissioner Quintero made the following motion "Madam Chair, on the Comprehensive Plan Amendment request for the property located at 377 and 379 29 Road, City file number CPA-2025-502, 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 Palmer seconded; motion passed 6-0.

4. 377 & 379 29 Road Rezone RZN-2025-503

Consider a request by Sunshine of Delta, Inc., for a Rezone of approximately 3.72 acres from Residential Medium 12 (RM-12) to Mixed-Use Light Commercial (MU-2) located at 377 and 379 29 Road

Staff Presentation

Thomas Lloyd, Planning Manager, introduced exhibits on behalf of Senior Planner, Jenna Gorney, into the record and provided a presentation regarding the request.

Questions for Staff

No questions for staff from the commissioners. No presentations or comment from the applicant either.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 6:09 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

No discussion occurred.

Motion and Vote

Commissioner Quintero made the following motion “Madam Chair, on the Rezone request for the property located at 377 and 379 29 Road, City File Number RZN-2025-503, I move that the Planning Commission forward a recommendation of conditional approval to City Council with the finding of fact as listed in the staff report.”

Commissioner Palmer seconded; motion passed 6-0.

5. Zoning Code Amendments

ZCA-2025-698

Consider a request to Amend Section 21.02.010(b)(3) pertaining to Planning Commissioner Terms

Staff Presentation

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

Questions for Staff

No questions from Commissioners for staff

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 6:15 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Palmer made comment that he believes in term limits, but commissioners are appointed by City Council where Council members are elected. Palmer supports this item.

Commissioner Thomas also made comments that he supports the item as well, and there are times when the commission struggles to find qualified individuals.

Commissioner Zyvan made comment that he approves of the gap between terms.

Motion and Vote

Commissioner Palmer made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-698, I move that the Packet Page 98 Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report.”

Commissioner Quintero seconded; motion passed 6-0.

6. Zoning Code Amendments ZCA-2025-697

Consider an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Application Outreach Meetings, Required Improvements, and Accessible Parking

Staff Presentation

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

Questions for Staff

Commissioner Zyvan had clarifying questions about how the city is complying with the State’s accessibility with EV charging.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 6:29 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Palmer wanted further clarification as to why staff wanted to make the changes brought forth with this item.

Motion and Vote

Commissioner Zyvan made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-697, excluding 21.05.020(q), I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report.”

Commissioner Quintero seconded; motion passed 6-0.

7. Zoning Code Amendments ZCA-2025-699

Consider a request to amend sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) concerning Pre-Application Meetings

Staff Presentation

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

Questions for Staff

Commissioner Ehlers questioned the absolute striking of the criteria from the code, and what other services may still be available for applicants.

Commissioner Zyvan questioned the barriers applicants may endure with this elimination from code.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

Co-applicant Kevin Bray, had a presentation for the Commissioners.

Housing Task Force Member Mark Austin made comment to the commissioners of his support of removing Pre-Application meetings.

Commissioner Ehlers had questions about the checklist and its revisions. Community Development Director Tamra Allen made comment that the Pre-Application process would be voluntary now.

*The public comment period was closed at 7:05 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Zyvan approves of the variability for submittals.

Motion and Vote

Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-699, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report."

Commissioner Palmer seconded; motion passed 6-0.

OTHER BUSINESS

Workshop will be occurring on January 8th

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting. Palmer seconded

The vote to adjourn was 6-0.

The meeting adjourned at 7:08 p.m.

To: City Council Members, City Manager, and Planning Commission

City of Grand Junction

From: Housing Affordability Code Task Force

Re: Objection to Proposed Ordinance Language – GJMC 21.05.020 (Required Improvements)

Dear Planning Commissioners, Mayor, City Council Members, and Staff,

On behalf of the Housing Affordability Code Task Force, we respectfully submit this letter to formally object to the proposed amendment to **GJMC 21.05.020 – Required Improvements**, specifically the provision requiring applicants to demonstrate permission to alter an irrigation easement or the infrastructure within it through either (1) written consent from all benefitted property owners or (2) a declaratory judgment from a court.

While the Task Force supports reasonable coordination with irrigation entities and the protection of water infrastructure, we believe the proposed language places an **unreasonable, inequitable, and impractical burden on development applicants**, with direct and negative consequences for housing affordability in Grand Junction.

Key Concerns

1. Disproportionate Burden on Applicants

The proposed requirement shifts the responsibility for resolving complex private property and legal disputes entirely onto individual applicants, regardless of project size or impact. Requiring unanimous written consent from benefitted property owners—or alternatively, a court judgment—extends far beyond a reasonable land-use review standard and introduces requirements that are largely outside the applicant’s control.

2. Significant Delays and Increased Costs

Obtaining consent from multiple third-party property owners or pursuing declaratory relief through the court system is time-consuming, costly, and unpredictable. These delays increase carrying costs, professional fees, and legal expenses, all of which are ultimately passed on to homebuyers and renters, directly undermining housing affordability.

3. Discouragement of Infill and Housing Production

The amendment disproportionately affects infill development and redevelopment projects—precisely the types of projects most critical to increasing housing supply within existing urban areas. By introducing uncertainty and legal risk at the entitlement stage, the proposed language discourages investment and slows housing delivery.

4. Conflict with Housing Affordability Goals

The City has consistently identified housing affordability as a priority. This proposed amendment directly conflicts with that objective by adding procedural hurdles that do not materially improve infrastructure outcomes but do materially increase project cost, risk, and timeline.

5. Improper Conditioning of Land-Use Approval on Private Legal Resolution

Requiring a declaratory judgment as a condition of land-use approval effectively forces applicants into litigation as part of the development process—even in the absence of an actual dispute. This is an extraordinary requirement that is inconsistent with standard land-use practice and places the City in the position of conditioning approvals on the resolution of private civil disputes.

Conflict with HB 17-1190 and State Land-Use Policy

The Task Force is particularly concerned that the proposed amendment is inconsistent with the intent and policy framework of **House Bill 17-1190**, which was **drafted in direct response to the Colorado Supreme Court's decision in *St. Jude's Company v. Roaring Fork Club*** and the land-use uncertainty that followed.

That decision clarified that easement disputes— including the relocation or modification of easements— are **private property matters** governed by a standard of reasonableness and non-impairment, not by advance consent. In response, HB 17-1190 was enacted to prevent local governments from reacting to that decision by imposing **new procedural barriers, third-party consent requirements, or litigation prerequisites** within the land-use approval process.

HB 17-1190 reflects a clear legislative direction that local land-use regulations should be **reasonable, proportional, and directly related to the actual impacts of development**, and should avoid imposing requirements that shift private civil disputes into public entitlement processes. The proposed amendment conflicts with this framework in several critical ways.

First, the amendment conditions land-use approval on **third-party consent or judicial action**, neither of which is within the applicant's control nor required under the legal standard articulated in *St. Jude's*. This creates open-ended delay and uncertainty and allows private parties to effectively stall or veto development regardless of whether an easement would be materially impaired.

Second, the amendment replaces **impact-based review** with **permission-based gating**. Rather than evaluating whether a proposed alteration would materially impair the function of an irrigation easement—or whether impacts could be mitigated through engineering or administrative conditions—the amendment requires proof of consent or a court ruling as a threshold requirement. This approach directly contradicts the legislative purpose of HB 17-1190, which was to prevent exactly this type of regulatory overcorrection following *St. Jude's*.

Third, requiring a declaratory judgment as a prerequisite to approval compels applicants into litigation even where no dispute exists, creating structural delay, cost, and risk without advancing public health, safety, or welfare—outcomes HB 17-1190 was expressly intended to avoid.

Finally, the cumulative effect of these requirements disproportionately impacts housing projects— particularly infill, redevelopment, and attainable housing—where feasibility is most sensitive to delay and uncertainty. HB 17-1190 recognizes that such delays directly translate into higher housing costs and reduced housing supply.

Notice vs. Permission – A More Legally and Policy-Aligned Approach

Consistent with *St. Jude's* and the legislative intent of HB 17-1190, a **notice-based standard**, rather than a permission-based requirement, provides a more appropriate and legally defensible framework.

A notice-based approach would:

- Preserve due process by ensuring affected easement holders are informed;
- Allow private parties to assert their rights through appropriate civil remedies if impairment occurs;
- Keep land-use approvals within the City's administrative authority;
- Avoid forcing applicants into private negotiations or litigation as a condition of approval; and
- Focus review on actual infrastructure impacts rather than private consent.

By contrast, the proposed language transfers unresolved private legal issues into the public entitlement process, creating delay, risk, and cost that undermine housing affordability without delivering commensurate public benefit.

Task Force Recommendation

For these reasons, the Housing Affordability Code Task Force respectfully recommends that the City **remove** the proposed amendment language. Any requirement related to irrigation easements should be:

- Clearly defined,
- Proportional to project impact,
- Administratively feasible, and
- Based on notice and non-impairment standards rather than permission or judicial determination.

Thank you for your consideration and for your continued efforts to address housing affordability in Grand Junction. The Task Force remains available to assist in refining ordinance language that aligns infrastructure protection with the City's housing and economic goals.

Respectfully submitted,



Kelly Maves
Committee Chair
Housing Affordability Code Task Force

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING APPLICATION OUTREACH MEETINGS AND ACCESSIBLE PARKING

Recitals

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary. The City Council also recognizes the importance of remaining compliant with applicable laws of the State of Colorado.

Staff has identified two application types which presently require an application outreach meeting, whereas in one case the requirement is impractical to implement and inconsistent with standard practice, and in the other case the requirement is disproportionate to the impact of the application type.

Staff has also identified two provisions concerning the provision of accessible parking spaces and electric vehicle charging stations that are required to be adopted from the Colorado Electric Vehicle Charging Model Land Use Code.

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

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

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

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

21.02.030 COMMONLY APPLICABLE PROCEDURES

The requirements described in this section are common to many of the procedures contained in this Code. Table 21.02-3 summarizes the common application procedures in this Code and identifies

whether they are required for the specific procedures defined in GJMC 21.02.050. Exceptions to these general rules apply and may be identified in the regulations for the specific procedures.

(a) Summary Table of Commonly Applicable Procedures

Table 21.02-3: Summary Table of Commonly Applicable Procedures
*** = Optional ✓ = Required Gray Box = Not Applicable**
PDIM = Proposed Development Information Meeting
NCM = Neighborhood Comment Meeting

Section	Procedure	General Mtg	Pre-App Mtg	Applic. Outreach Mtg	Public Notice	Public Hearing
	Detailed requirements in GJMC:	Error! Reference source not found.				

...

Applications Requiring a Public Hearing						
21.02.050(d)	Code Text Amendment	*	*	NCM	✓	✓
21.02.050(p)	Vacation of Public Right-of-Way or Easement	*	*	NCM [5]	✓	✓

...

Notes:

[5] NCM, Vacation of Public Right-of-Way only.

21.08.020 OFF-STREET PARKING AND LOADING

...

(b) General Parking Standards.

...

(4) Accessible Parking.

...

(v) Any van-accessible parking space that is designated to accommodate a person in a wheelchair, is served by an EV Charging Port, and is not designated as parking reserved for a person with a disability under C.R.S. 42-4-1208 shall be counted as two standard automobile parking spaces towards applicable parking minimums.

(vi) The design of parking spaces and parking access for all EV Charging Projects shall comply with the US Access Board Design Recommendations for Accessible Electric

Vehicle Charging Stations or any applicable accessibility regulations issued by the federal Department of Justice or Department of Transportation, or in state statute.

INTRODUCED on first reading this 7th day of January 2026 and ordered published in pamphlet form.

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

ATTEST:

Cody Kennedy
President of the City Council

Selestina Sandoval
City Clerk

DRAFT



Grand Junction Planning Commission

Regular Session

Item #6.a.iii.

Meeting Date: January 21, 2026
Presented By: Daniella Acosta, Principal Planner
Department: Community Development
Submitted By: Daniella Acosta Stine, Principal Planner

Information

SUBJECT:

An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Pre-Application Meetings and General Meetings

RECOMMENDATION:

The Planning Commission heard this item at their December 23, 2025 meeting and voted (6-0) to recommend approval.

EXECUTIVE SUMMARY:

The Housing Affordability Code Task Force is requesting to amend the Zoning and Development Code (ZDC) to eliminate the mandatory pre-application meeting requirement. Pre-application meetings were introduced with the 2023 ZDC and are currently required for major site plans, major subdivisions, and planned developments. While the requirement was intended to improve clarity, consistency, and the completeness of development applications early in the process, staff experience and applicant feedback indicate that the benefits of mandatory meetings have been inconsistent as there are variations in the submittal readiness and outcomes.

Staff supports this amendment and has recommended removing the mandatory requirement for pre-applications as well as removing all references to the optional general meeting that will allow staff to continue offering pre-application and general meetings as optional services tailored to project complexity and applicant needs, rather than as a procedural prerequisite embedded in the code.

BACKGROUND OR DETAILED INFORMATION:

The 2023 Zoning and Development Code introduced a mandatory pre-application meeting requirement for certain development application types, specifically major site

plans, preliminary subdivision plans, and planned developments. The requirement was added in response to applicant requests for earlier coordination with staff, greater clarity on applicable standards, and more complete submittals with fewer rounds of review.

The ZDC currently distinguishes between two types of meetings:

- General meetings, which are always optional, and
- Pre-application meetings, which are mandatory for specified application types and described in Section 21.02.030(b).

Since implementation, staff and applicants have observed that required pre-application meetings do not consistently produce the intended outcomes. In particular, the effectiveness of the meetings varies based on the level of preparedness and information provided by the applicant, resulting in uneven benefits across projects. At the same time, staff continue to provide significant customer service through meetings, phone calls, emails, and written guidance outside of codified requirements, as well as the recently implemented Planner of the Day hotline. The proposed amendment removes the mandatory nature of pre-application meetings and eliminates references to general meetings in the ZDC, recognizing both as customer service tools that do not need to be codified to be effective or accessible.

NOTIFICATION REQUIREMENTS

Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on December 13, 2025, in the Grand Junction Daily Sentinel.

ANALYSIS

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

(A) Consistency with Comprehensive Plan

The proposed amendment is consistent with the Comprehensive Plan's goals related to efficient development review, customer service, and predictable regulatory processes. The amendment supports flexibility in how early coordination is provided, while maintaining clear development standards and review requirements.

The Comprehensive Plan also emphasizes continuous improvement in service, including Plan Principle 11.1.c, which directs the City to continually evaluate existing practices and systems to improve outcomes and provide excellent, equitable service to the public. The mandatory pre-application meeting requirement was adopted to respond to applicant requests for earlier coordination and improved submittal quality; however, staff experience since implementation indicates that the benefits of mandatory meetings have been uneven due to differences in project readiness and submittal consistency.

Removing the mandatory requirement reflects an evaluation of current practices and allows the Community Development Department to adapt its procedures based on real-world outcomes. The amendment enables staff to continue offering pre-application coordination as a customer service tool where it adds value, while avoiding unnecessary procedural steps for straightforward projects. This approach aligns with the Comprehensive Plan's emphasis on responsive, efficient, and equitable service delivery.

The proposed amendment does not alter land use designations, development intensity, or policy direction. Instead, it refines internal procedures to better align with Comprehensive Plan policies related to effective government operations and continuous improvement, while continuing to support informed decision-making and quality development outcomes.

Staff finds this criterion has been met.

(B) Consistency with Zoning and Development Code Standards

The amendment is procedural in nature and does not modify any substantive zoning, development, or design standards. All application requirements, review criteria, and approval processes for major site plans, subdivisions, and planned developments remain unchanged.

Removing references to mandatory pre-application and optional general meetings improves internal consistency within the ZDC by eliminating provisions that regulate customer service practices rather than enforceable development standards. This clarification reduces confusion about what is required for a complete application and ensures that codified procedures align with how development review is administered in practice.

Staff finds this criterion has been met.

(C) Specific Reasons

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

- a. To address trends in development or regulatory practices;
Not applicable.
- b. To expand, modify, or add requirements for development in general or to address specific development issues;
Not applicable.
- c. To add, modify or expand zone districts; or
Not applicable.

d. To clarify or modify procedures for processing development applications. The primary purpose of the proposed amendment is to clarify and modify procedural requirements related to development application processing. Making pre-application meetings optional allows staff to:

- Encourage early coordination where it provides clear value,
- Avoid unnecessary meetings for straightforward projects, and
- Focus staff resources on projects that would most benefit from early technical review.

Eliminating references to both pre-application and general meetings from the ZDC recognizes that these services are part of ongoing customer service efforts rather than regulatory checkpoints. This approach provides flexibility, improves efficiency, and maintains the Department's ability to offer guidance and coordination without embedding discretionary services in the code.

Staff finds this criterion has been met.

FINDING OF FACT AND RECOMMENDATION

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

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

The Planning Commission recommended approval of the request.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5299, an ordinance amending Title 21 Zoning and Development Code of the Grand Junction Municipal Code, regarding pre-applications and general meetings.

Attachments

1. HACTF Recommendation No. 1a Pre-applications
2. Planning Commission Minutes - 2025 - Dec 23 - DRAFT
3. Draft Ordinance

HATF

Pre-Application Code Change Proposal

Pre-Application submittals are required in many instances where they are not needed or desired by the applicant and or the applicant's representative. Often time they offer little or no benefit to the applicant, but the submittals can be very expensive and time consuming if a significant benefit is not going to be achieved.

The desired outcome is for these submittals to be optional and when they are desired to have a minimal information check list with the opportunity for the applicant and the city to collaborate on any additional information to be submitted based on the individual project and applicant's specific needs.

Attached is a revised Preapplication form and check list that would take the place of the current form and check list. Suggested changes to the language in the code are shown below.

The option to not submit a Preapplication when it is not desired or beneficial will save between \$9,000.00 and \$15,000.00 on those projects. It will often also save 3 or more weeks of preparation and process time.

The next step would be for Staff to prepare a text amendment for review by Mark and I and then once it is approved by HATF to instruct Staff to proceed with the amendment process ASAP.

Pre-Application Meeting

Code section 21.02.030 (b) (2) (ii) Applicability; the text in this section should be amended to read "A Pre-Application Meeting is optional for all development applications"

Under this (ii) section, A, B and C should be deleted.

Under the (iii) section, (A) should be revised to read, "The applicant will provide the required items on the provided check list, additional information may be provided by the applicant if the applicant desires City review and comment on specific project proposals beyond the required items on the check list"

Under the (iii) section, (D) the word required should be changed to "submitted". The word "shall" appears twice in (D) and needs to be changed to "should".

Under the (iii) section, (D) the word required needs to change to "scheduled for current and updated review and comment"

GRAND JUNCTION PLANNING COMMISSION
December 23, 2025, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:34 p.m. by Chair Sandra Weckerly.

Those present were Planning Commissioners; Orin Zyvan, Robert Quintero, Ian Thomas (virtually), Gregg Palmer, and Keith Ehlers.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director) Thomas Lloyd (Planning Manager), Daniella Acosta Stine (Principal Planner), and Madeline Robinson (Planning Technician).

There were 8 members of the public in attendance, and 0 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from December 9, 2025.

Commissioner Palmer moved to approve the Consent Agenda.

Commissioner Quintero seconded; motion passed 6-0.

REGULAR AGENDA

2. Lucky Me Center - 29 Rd & Patterson Rd RZN-2025-293

Consider a request by Lucky Me Premises LLC, Property Owner, to rezone a total of 3.60 acres from MU-1 (Mixed-Use Neighborhood) and RM-12 (Residential Medium 12) to MU-2 (Mixed - Use Light Commercial), located at the northeast corner of the intersection of Patterson Road and 29 Road. - **This item to be moved to the January 13th, 2026 Planning Commission Hearing**

3. 377 & 379 29 Road Comprehensive Plan Amendment CPA-2025-502

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Staff Presentation

Thomas Lloyd, Planning Manager, introduced exhibits on behalf of Senior Planner, Jenna Gorney, into the record and provided a presentation regarding the request.

Questions for Staff

No questions for staff from the commissioners.

Applicant John Moir, owner of Sunshine of Delta, 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 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 5:51 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Ehlers had a question for the applicant as to why the MU-1 zoning had not been looked at for the CPA. Planning Manager Lloyd made comment that MU-2 does allow for higher density and more flexibility with the commercial and retail uses.

Motion and Vote

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Questions for Staff

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*The public comment period was closed at 6:09 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

No discussion occurred.

Motion and Vote

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5. Zoning Code Amendments

ZCA-2025-698

Consider a request to Amend Section 21.02.010(b)(3) pertaining to Planning Commissioner Terms

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Questions for Staff

No questions from Commissioners for staff

Public Hearing

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Discussion

Commissioner Palmer made comment that he believes in term limits, but commissioners are appointed by City Council where Council members are elected. Palmer supports this item.

Commissioner Thomas also made comments that he supports the item as well, and there are times when the commission struggles to find qualified individuals.

Commissioner Zyvan made comment that he approves of the gap between terms.

Motion and Vote

Commissioner Palmer made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-698, I move that the Packet Page 98 Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report.”

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Consider an Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Application Outreach Meetings, Required Improvements, and Accessible Parking

Staff Presentation

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

Questions for Staff

Commissioner Zyvan had clarifying questions about how the city is complying with the State’s accessibility with EV charging.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

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

*The public comment period was closed at 6:29 p.m. on December 23, 2025.
There were no additional questions or comments for Staff or the Applicant.*

Discussion

Commissioner Palmer wanted further clarification as to why staff wanted to make the changes brought forth with this item.

Motion and Vote

Commissioner Zyvan made the following motion “Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-697, excluding 21.05.020(q), I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact listed in the staff report.”

Commissioner Quintero seconded; motion passed 6-0.

7. Zoning Code Amendments ZCA-2025-699

Consider a request to amend sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) concerning Pre-Application Meetings

Staff Presentation

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

Questions for Staff

Commissioner Ehlers questioned the absolute striking of the criteria from the code, and what other services may still be available for applicants.

Commissioner Zyvan questioned the barriers applicants may endure with this elimination from code.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, December 16, 2025, via www.gjcity.org.

Co-applicant Kevin Bray, had a presentation for the Commissioners.

Housing Task Force Member Mark Austin made comment to the commissioners of his support of removing Pre-Application meetings.

Commissioner Ehlers had questions about the checklist and its revisions. Community Development Director Tamra Allen made comment that the Pre-Application process would be voluntary now.

The public comment period was closed at 7:05 p.m. on December 23, 2025. There were no additional questions or comments for Staff or the Applicant.

Discussion

Commissioner Zyvan approves of the variability for submittals.

Motion and Vote

Commissioner Quintero made the following motion "Madam Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2025-699, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact listed in the staff report."

Commissioner Palmer seconded; motion passed 6-0.

OTHER BUSINESS

Workshop will be occurring on January 8th

ADJOURNMENT

Commissioner Quintero made a motion to adjourn the meeting. Palmer seconded

The vote to adjourn was 6-0.

The meeting adjourned at 7:08 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING GENERAL AND PRE-APPLICATION MEETINGS

Recitals

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

Title 21 of the GJMC provides that pre-application meetings are required as a prerequisite to application submittal for various application types. The City's Housing Affordability Code Task Force has provided a recommendation that pre-application meetings should be voluntary and, when required, add additional costs to housing.

Staff reviewed the request and concurred with the recommendation of the Housing Affordability Code Task Force. Staff further proposed deleting all references to general meetings and pre-application meetings from Title 21, thereby removing any actual or perceived mandate, while preserving the customer service functions of these meetings.

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

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

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

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

§ 21.02.030(a) Summary Table of Commonly Applicable Procedures. (Delete Columns for General Meetings and Pre-Apps in Table 21.02-3, below)

Table 21.02-3: Summary Table of Commonly Applicable Procedures * = Optional check mark ✓ = Required Gray Box = Not Applicable PDIM = Proposed Development Information Meeting NCM = Neighborhood Comment Meeting						
Section	Procedure	General-Mtg	Pre-App-Mtg	Applic. Outreach Mtg	Public Notice	Public Hearing
	Detailed requirements in GJMC:	§ 21.02.030 (b)(1)	§ 21.02.030 (b)(2)	§ 21.02.030(c)		§ 21.02.030(g)
Administrative Permits						
§ 21.02.040 (c)(2)(i)	Change of Use Permit					
§ 21.02.040(b)	Fence Permit					
§ 21.02.040 (c)(2)(ii)	Floodplain Development Permit					
§ 21.02.040(b)	Home Occupation Permit					

Table 21.02-3: Summary Table of Commonly Applicable Procedures

* = Optional check mark ✓ = Required Gray Box = Not Applicable
 PDIM = Proposed Development Information Meeting
 NCM = Neighborhood Comment Meeting

Section	Procedure Detailed requirements in GJMC:	General Mtg	Pre-App Mtg	Applic. Outreach Mtg	Public Notice	Public Hearing
		§ 21.02.030 (b)(1)	§ 21.02.030 (b)(2)	§ 21.02.030(c)	§ 21.02.030(g)	
§ 21.02.040(b)	Planning Clearance and Building Permit					
§ 21.02.040 (c)(2)(iii)	Sign Permit					
§ 21.02.040(b)	Temporary Use Permit					
Administrative Approvals						
§ 21.02.040(d)	Administrative Adjustment	*	*			
§ 21.02.040(e)	Code Interpretation					
§ 21.02.040(f)	Comprehensive Plan Amendment, Administrative Changes	*	*			
§ 21.02.040(k)(5)	Final Plat	*	*		✓	
§ 21.02.040(g)	Group Living Processes	*	*	PDIM [3]		
§ 21.02.040(l)	Minor Subdivision	*	*		✓	
§ 21.02.040(k)(4)	Preliminary Subdivision Plan	*	✓	PDIM [2]	✓	
§ 21.02.040(b)	Revocable Permit, Director approval	*	*			
§ 21.02.040(i)	Sign Package	*	*			
§ 21.02.040(j)	Site Plan (Major)	*	✓ [1]		✓	
Applications Requiring a Public Hearing						
§ 21.02.050(e)	Annexation	*	*	NCM	✓	✓
§ 21.02.050(d)	Code Text Amendment	*	*	NCM	✓	✓
§ 21.02.050(e)	Comprehensive Plan Amendment (CPA), Non-Administrative	*	*	NCM	✓	✓
§ 21.02.050(f)	Conditional Use Permit (CUP)	*	*	NCM	✓	✓

Table 21.02-3: Summary Table of Commonly Applicable Procedures * = Optional check mark ✓ = Required Gray Box = Not Applicable PDIM = Proposed Development Information Meeting NCM = Neighborhood Comment Meeting						
Section	Procedure	General-Mtg	Pre-App-Mtg	Applic. Outreach Mtg	Public Notice	Public Hearing
	Detailed requirements in GJMC:	§ 21.02.030 (b)(1)	§ 21.02.030 (b)(2)	§ 21.02.030(c)	§ 21.02.030(g)	
§ 21.02.050(g)	Conditional Use and Special Dimensional Permit Amendment, Termination, or Revocation	*	*	NCM	✓	✓
§ 21.02.050(h)	Extended Temporary Use	*	*	NCM	✓	✓
§ 21.02.050(i)	Institutional and Civic Facility Master Plans	*	*	NCM	✓	✓
§ 21.02.050(j)	Planned Development	*	✓	NCM [4]	✓	✓
§ 21.02.050(k)	Rehearing and Appeal	*	*		✓	✓
§ 21.02.050(l)	Revocable Permit, City Council Approval	*	*		✓	✓
§ 21.02.050(m)	Rezoning	*	*	NCM	✓	✓
§ 21.02.050(n)	Special Dimensional Permit	*	*	NCM	✓	✓
§ 21.02.050(o)	Vacation of Plat	*	*	NCM	✓	✓
§ 21.02.050(p)	Vacation of Public Right-of-Way or Easement	*	*	NCM	✓	✓
§ 21.02.050(q)	Variance	*	*	NCM	✓	✓
§ 21.02.050(r)	Vested Property Rights	*	*		✓	✓
Historic Preservation						
§ 21.02.060	Historic Preservation Procedures	*	*		✓	✓

(a) ~~General and Pre-Application Meetings.~~

~~The purpose of General and Pre-Application Meetings is to provide an opportunity for the applicant and the City to discuss the development concept prior to the application submission for a project or permit.~~

(1) ~~General Meeting.~~

(i) ~~Purpose.~~

~~The purpose of a General Meeting is to allow an applicant to discuss a project concept with City staff to obtain general feedback and ideas.~~

~~(ii) — **Applicability.**~~

~~A General Meeting is optional for all development applications.~~

~~(iii) — **Procedure.**~~

~~(A) Based on the level of detail and information provided, the staff will give direction on the merits, procedures, and issues on a proposed project.~~

~~(B) A General Meeting is advisory only and does not constitute or effect approval of any aspect or item of an application.~~

~~(C) Applicants that participate in a General Meeting may still participate in a Pre-Application Meeting.~~

~~(2) — **Pre-Application Meeting.**~~

~~(i) — **Purpose.**~~

~~The purpose of a Pre-Application Meeting is to:~~

~~(A) Understand the proposed project and the applicant's specific objectives;~~

~~(B) Identify applicant time goals such as property closing dates, construction starts, and operation dates;~~

~~(C) Identify City approvals needed before any development starts;~~

~~(D) Identify documents, plans, drawings, fees, and process other materials necessary for a complete application;~~

~~(E) Identify significant issues; and~~

~~(F) Begin to familiarize the applicant with City requirements and this Code.~~

~~(ii) — **Applicability.**~~

~~A Pre-Application Meeting is required for the following application types and optional for all other development applications:~~

~~(A) Preliminary Subdivision Plan;~~

- ~~(B) Major Site Plan; and~~
- ~~(C) Planned Development.~~

~~(iii) _____ Procedure.~~

- ~~(A) The Director shall inform the applicant what information the applicant must supply at the time of application submittal to begin the assessment of the project. The Director shall list the requirements and all relevant information in the applicant's project file.~~
- ~~(B) Any information or discussions held at the Pre-Application Meeting shall not be binding on the City or the applicant. Discussions of potential conditions or commitments to mitigate impacts do not reflect actions by the decision-making body until and unless a decision-making body takes formal action to attach that condition or commitment to an approval.~~
- ~~(C) The City is not responsible for making or keeping a summary of the general topics discussed at the Pre-Application Meeting.~~
- ~~(D) Where a Pre-Application Meeting is required for a specific application type, the application shall be filed within one year of the meeting or a new meeting shall be required.~~

21.02.040(b)(1) Review Procedures for Administrative Applications.

Procedures for review and decision of administrative applications are established in GJMC § 21.02.030. They are summarized here for applicant convenience.

Administrative Applications			
Action		When Applicable	Described in Section
1	General Meeting or Pre-Application Meeting	Per Table 21.02-3	§ 21.02.030(b)
2	Application Submittal & Review	All Applications	§ 21.02.030(d) § 21.02.030(e)

3	Making changes to complete applications: Complete Applications with Changed Status	Individually, As Needed	§ 21.02.030(f)
4	Director Decision	All Applications	§ 21.02.030(h)
5	Post-Decision Actions	Individually, As Needed	§ 21.02.030(i)

21.02.040(c)(2)(i) Change of Use Permit.

Common Procedures for Administrative Permits	
1	General Meeting or Pre-Application Meeting Per Table 21.02-3
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Director Decision § 21.02.030(h)
5	Post-Decision Actions § 21.02.030(i)

21.02.040(d)

Administrative Adjustment.

Common Procedures for Administrative Applications	
1	General Meeting or Pre-Application Meeting Per Table 21.02-3

2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Director Decision § 21.02.030(h)
5	Post-Decision Actions § 21.02.030(i)

21.02.040(e) Code Interpretation.

Common Procedures for Administrative Applications	
1	General Meeting or Pre-Application Meeting Per Table 21.02-3
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Director Decision § 21.02.030(h)
5	Post-Decision Actions § 21.02.030(i)

21.02.040(f) Comprehensive Plan, Administrative Changes.

Common Procedures for Administrative Applications	
1	General Meeting or Pre-Application Meeting Per Table 21.02-3
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Director Decision § 21.02.030(h)
5	Post-Decision Actions § 21.02.030(i)

21.02.040(i)

Sign Package.

Common Procedures for Administrative Applications	
1	General Meeting or Pre-Application Meeting Per Table 21.02-3
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Director Decision § 21.02.030(h)
5	Post-Decision Actions § 21.02.030(i)

21.02.040(j)

Site Plan, Major and Minor.

Common Procedures for Administrative Applications	
1	General Meeting or Pre-Application Meeting Per Table 21.02-3
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Director Decision § 21.02.030(h)
5	Post-Decision Actions § 21.02.030(i)

21.02.040(k)(4)

Preliminary Subdivision Plan.

Common Procedures for Administrative Applications	
1	General Meeting or Pre-Application Meeting Per Table 21.02-3
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Director Decision § 21.02.030(h)
5	Post-Decision Actions § 21.02.030(i)

21.02.040(l)

Subdivision, Minor.

Common Procedures for Administrative Applications	
1	General Meeting or Pre-Application Meeting Per Table 21.02-3
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)

Common Procedures for Administrative Applications	
3	Complete Applications with Changed Status § 21.02.030(f)
4	Director Decision § 21.02.030(h)
5	Post-Decision Actions § 21.02.030(i)

21.02.050(b)(1) Review Procedures for Major Development Applications.

Procedures for review and decision of major development applications are established in GJMC § 21.02.030. They are summarized here for applicant convenience.

Major Development Applications			
Action		When Applicable	Described in Section
1	General Meeting or Pre-Application Meeting	Per Table 21.02-3	§ 21.02.030(b)
2	Application Submittal & Review	All Applications	§ 21.02.030(d) § 21.02.030(e)
3	Complete Applications with Changed Status	Individually, As Needed	§ 21.02.030(f)
4	Public Notice	Determined by Specific Application Type	§ 21.02.030(g)
5	Planning Commission Recommendation or Decision	Determined by Specific Application Type	§ 21.02.030(h)

Major Development Applications			
Action	When Applicable		Described in Section
⑥	City Council Decision	Determined by Specific Application Type	§ 21.02.030(h)
⑦	Post-Decision Actions	Individually, As Needed	§ 21.02.030(i)

21.02.050(d) Code Text Amendment.

Common Procedures for Major Development Applications	
①	General Meeting or Pre-Application Meeting § 21.02.030(b)
②	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
③	Complete Applications with Changed Status § 21.02.030(f)
④	Public Notice § 21.02.030(g)
⑤	Planning Commission Recommendation or Decision § 21.02.030(h)
⑥	City Council Decision § 21.02.030(h)
⑦	Post-Decision Actions § 21.02.030(i)

21.02.050(e) Comprehensive Plan Amendment, Non-Administrative.

Common Procedures for Major Development Applications	
①	General Meeting or Pre-Application Meeting § 21.02.030(b)
②	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
③	Complete Applications with Changed Status § 21.02.030(f)
④	Public Notice § 21.02.030(g)
⑤	Planning Commission Recommendation or Decision § 21.02.030(h)

Common Procedures for Major Development Applications	
6	City Council Decision § 21.02.030(h)
7	Post-Decision Actions § 21.02.030(i)

21.02.050(f) Conditional Use Permit (CUP).

Common Procedures for Major Development Applications	
1	General Meeting or Pre-Application Meeting § 21.02.030(b)
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Public Notice § 21.02.030(g)
5	Planning Commission Recommendation or Decision § 21.02.030(h)
6	City Council Decision § 21.02.030(h)
7	Post-Decision Actions § 21.02.030(i)

21.02.050(g) Conditional Use, Extended Temporary Use, and Special Dimensional Permit Amendment, Termination, or Revocation.

Common Procedures for Major Development Applications	
1	General Meeting or Pre-Application Meeting § 21.02.030(b)
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Public Notice § 21.02.030(g)
5	Planning Commission Recommendation or Decision § 21.02.030(h)
6	City Council Decision § 21.02.030(h)
7	Post-Decision Actions § 21.02.030(i)

21.02.050(h) Extended Temporary Use Review.

Common Procedures for Major Development Applications	
1	General Meeting or Pre-Application Meeting § 21.02.030(b)
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Public Notice § 21.02.030(g)
5	Planning Commission Recommendation or Decision § 21.02.030(h)
6	City Council Decision § 21.02.030(h)
7	Post-Decision Actions § 21.02.030(i)

21.02.050(i) Institutional and Civic Facility Master Plans.

Common Procedures for Major Development Applications	
1	General Meeting or Pre-Application Meeting § 21.02.030(b)
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Public Notice § 21.02.030(g)
5	Planning Commission Recommendation or Decision § 21.02.030(h)
6	City Council Decision § 21.02.030(h)
7	Post-Decision Actions § 21.02.030(i)

~~§ 21.02.050(j)(5)(ii)(C) Outline Development Plan (OSP). Purpose and Content. An applicant may file an ODP with a Final Development Plan (FDP) for all or a portion of the property, as determined by the Director at the Pre-Application Meeting.~~

~~§ 21.02.050(j)(5)(iii)(C) Outline Development Plan (ODP). Review Procedures. An applicant may file an ODP with a final development plan for all or a portion of the property, as determined by the Director at the Pre-Application Meeting.~~

21.02.050(l)

Revocable Permit.

Common Procedures for Administrative Applications	
1	General Meeting or Pre-Application Meeting § 21.02.030(b)
2	Application Submittal and Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Director Decision § 21.02.030(h)
5	Post-Decision Actions § 21.02.030(i)

21.02.050(m)

Rezoning.

Common Procedures for Major Development Applications	
1	General Meeting or Pre-Application Meeting § 21.02.030(b)
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Public Notice § 21.02.030(g)
5	Planning Commission Recommendation or Decision § 21.02.030(h)
6	City Council Decision § 21.02.030(h)
7	Post-Decision Actions § 21.02.030(i)

21.02.050(n)

Special Dimensional Permit.

Common Procedures for Major Development Applications	
1	General Meeting or Pre-Application Meeting § 21.02.030(b)
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Public Notice § 21.02.030(g)

5	Planning Commission Recommendation or Decision § 21.02.030(h)
6	City Council Decision § 21.02.030(h)
7	Post-Decision Actions § 21.02.030(i)

21.02.050(o) Vacation of Plat.

Common Procedures for Major Development Applications	
1	General Meeting or Pre-Application Meeting § 21.02.030(b)
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Public Notice § 21.02.030(g)
5	Planning Commission Recommendation or Decision § 21.02.030(h)
6	City Council Decision § 21.02.030(h)
7	Post-Decision Actions § 21.02.030(i)

21.02.050(p) Vacation of Public Right-of-Way or Easement.

Common Procedures for Major Development Applications	
1	General Meeting or Pre-Application Meeting § 21.02.030(b)
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Public Notice § 21.02.030(g)
5	Planning Commission Recommendation or Decision § 21.02.030(h)
6	City Council Decision § 21.02.030(h)
7	Post-Decision Actions § 21.02.030(i)

21.02.050(q)

Variance.

Common Procedures for Major Development Applications	
1	General Meeting or Pre-Application Meeting § 21.02.030(b)
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Public Notice § 21.02.030(g)
5	Planning Commission Recommendation or Decision § 21.02.030(h)
6	City Council Decision § 21.02.030(h)
7	Post-Decision Actions § 21.02.030(i)

21.02.050(r)

Vested Property Rights.

Common Procedures for Major Development Applications	
1	General Meeting or Pre-Application Meeting § 21.02.030(b)
2	Application Submittal & Review §§ 21.02.030(d) and 21.02.030(e)
3	Complete Applications with Changed Status § 21.02.030(f)
4	Public Notice § 21.02.030(g)
5	Planning Commission Recommendation or Decision § 21.02.030(h)
6	City Council Decision § 21.02.030(h)
7	Post-Decision Actions § 21.02.030(i)

§ 21.04.030(e)(5)(xvii)(A)(a) Concealed and Nonconcealed Telecommunications Towers (Not Including DAS or Broadcast Tower). **Procedure.**

A Pre-Application Meeting is required for a new telecommunications tower. A permit and a Major Site Plan review shall be required for a new telecommunications tower. The permit required may be an administrative permit or a Conditional Use Permit, depending upon the zone district and/ or whether or not the site is a priority site on the Wireless Master Plan.

INTRODUCED on first reading this 7th day of January 2026 and ordered published in pamphlet form.

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

ATTEST:

Cody Kennedy
President of the City Council

Selestina Sandoval
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #6.a.iv.

Meeting Date: January 21, 2026
Presented By: City Council
Department: City Council
Submitted By: Selestina Sandoval

Information

SUBJECT:

An Ordinance Setting the Interim City Attorney Salary

RECOMMENDATION:

Staff recommends approval of the ordinance.

EXECUTIVE SUMMARY:

On January 7, 2026, by and with Resolution 03-26 the City Council appointed Jeremiah Boies as Interim City Attorney. Pursuant to GJMC the salary of the City Attorney is to be set by ordinance.

BACKGROUND OR DETAILED INFORMATION:

City Attorney John Shaver has retired after serving the City for 35 years. The City Council has appointed Jeremiah Boies as the Interim City Attorney. With this Ordinance, the salary of Interim City Attorney Jeremiah Boies shall be set at \$115.38 per hour (for an assumed 2080 hours for an annual amount of \$240,000) to compensate him for his service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado.

FISCAL IMPACT:

This expenditure is included in the adopted 2026 budget.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5300, an ordinance setting the Interim City Attorney's Salary on final passage and order final publication in pamphlet form.

Attachments

1. AGR-Interim City Attorney 20251121
2. ORD-2026 Salary 20251107

INTERIM CITY ATTORNEY EMPLOYMENT AGREEMENT

CITY OF GRAND JUNCTION, COLORADO

Recitals

This Agreement ("Agreement") is made and entered into as of [Effective Date], by and between the City of Grand Junction, Colorado ("Employer" or "City") and Jeremiah J. Boies ("Employee" or "City Attorney").

Pursuant to the Grand Junction Charter, the City Council appoints the City Attorney. Such appointment may be on a permanent or temporary basis subject to satisfaction of the Charter prescribed qualifications and duties of the office. Employee represents, and the City Council finds, that, as of the Effective Date, Employee has the necessary qualifications and in accordance with the Agreement will perform the duties of the office.

Section 1: Term

This Agreement shall remain in full force and effect, with the Employee serving at the pleasure of the City Council, from the January 5, 2026 [Effective Date] until ended by the Employer or Employee as provided herein.

Section 2: Duties and Authority

Employer agrees to employ Employee as Interim City Attorney to perform the functions and duties specified in the U.S. and Colorado Constitutions, the City Charter and Ordinances of the City of Grand Junction, and to perform other legally permissible and proper duties and functions on the City's behalf.

Professional independence; client. The client is the City as an entity acting through authorized officials and bodies. Employee shall exercise independent professional judgment consistent with the Colorado Rules of Professional Conduct.

Full-time service; outside work. Employee shall devote full working time to City business and shall not engage in outside employment or private practice without prior written consent of the City Council.

Official records. All books, records, and papers of the office are City property and must be kept and delivered to a successor consistent with law.

Bond. No fidelity or other bond shall be required unless later required by ordinance or Council.

Section 3: Compensation

Employer agrees to pay Employee an annual Base Salary of \$240,000 ("Base Salary"). The City may increase Employee's salary at any time without an amendment or change to this Agreement.

The Employer agrees to pay to the Interim, during the term of this Agreement and in addition to the Compensation and benefits herein provided, the sum of \$100.00 per month for use of a personal vehicle for City business purposes. The auto allowance shall be in lieu of payment for mileage. The Employee shall be responsible for paying for liability, property damage and comprehensive insurance coverage and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, and repair of Employee's vehicle as the same may be applicable to usage for City business purposes.

Section 4: Health, Disability and Life Insurance Benefits

The Employer agrees to provide, and to pay the Employer's portion of the premiums for, health, dental, and vision insurance for the Employee and eligible dependents in a type and quality that is available to all other City employees.

The Employer agrees to provide, and to pay the Employer's portion of the premiums for, short-term and long-term disability coverage for the Employee in a type and quality that is available to all other City employees.

The Employer shall pay the premium for term life insurance with a death benefit of \$150,000.00 where the beneficiary shall be chosen by Employee.

Section 5: Leave

Employee shall retain all PTO accrued through his employment with the City. Employee shall accrue PTO at a bi-weekly rate of 10.769 hours with maximum accrual set by the Personnel Policy Manual. Employee may accrue unused PTO; upon any separation of employment (voluntary or involuntary), Employee shall be compensated for any unused PTO consistent with the Personnel Policy Manual.

Section 6: Retirement

401(a). The Employer shall enroll Employee in the City's 401(a) Executive Retirement Plan and contribute 9% of Employee's Base Salary, contingent upon an equal match by Employee.

457. In addition, the Employer shall enroll Employee in the City's 457 Plan and contribute 1% of Employee's Base Salary so long as Employee contributes 2%.

These contributions are in addition to the Employer's portion of Social Security/FICA, if applicable.

Section 7: Other Financial Consideration

Professional dues & memberships; Continuing Legal Education (CLE) and Colorado and Federal Bar admission. Employer shall consider, annually, budget for and pay (i) Colorado bar dues and mandatory CLE, and (ii) reasonable professional memberships and participation (*e.g.*, IMLA, Colorado Municipal League, and other relevant bodies) necessary for Employee's continued professional development and for the good of the Employer.

Training and travel. Employer shall consider and, as approved by Council, budget for and pay reasonable travel and subsistence for professional/official meetings and training.

Section 8: Termination

Employee works at the will of the Council and may be terminated from employment for any reason consistent with the Charter and law. If Employee is terminated for any reason other than for cause, Employee is entitled to return to his employment as an Assistant Attorney Position consistent with Section 8A. Employee is not entitled to return to Assistant Attorney if terminated for cause. For the purposes of this section, "for cause" means a violation of a provision within the Personnel Policy Manual.

Licensure. In addition to the foregoing, if Employee loses Colorado licensure or is suspended from the practice of law for a period that prevents lawful performance of the City Attorney's duties, the City may terminate for cause.

Section 8A: Interim Status and Re-appointment to Assistant City Attorney Upon Non-Appointment

Triggering events. If (i) the Council appoints another person as Interim City Attorney; or (ii) the Council elects not to appoint Employee as permanent City Attorney; then:

1. Employee shall return to the position of Assistant City Attorney for the City.
2. Placement terms. Upon appointment: (i) Classification—Assistant/Deputy City Attorney (or substantially equivalent) then in effect; (ii) Compensation—within the then-current pay range for the classification, Employee, at a minimum, shall return to the pay plan step Employee held prior to this Agreement plus one step addition for any year of service as Interim City Attorney; (iii) Benefits and service credit—those applicable to the classification, with continuous service credit back to the Effective Date of this Agreement; (iv) Employee's PTO accrual shall transfer with Employee.

Section 9: Hours of Work

Employee must devote substantial time outside normal office hours to City business and may establish an appropriate work schedule; however, attendance at meetings and accessibility to Council, the City Manager, and staff are required unless excused or in exigent circumstances. In all instances where Employee cannot attend meetings of the Council, Employee will arrange for another member of the City Attorney's Office to attend.

Section 10: Indemnification

The Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duties as City Attorney or resulting from the exercise of judgment or discretion in connection with the position, unless the act or omission involved willful or wanton conduct, to the extent allowed by law.

Legal representation provided by the Employer shall extend until a final determination of the legal action, including any appeals. The Employer shall indemnify Employee against all losses, damages, judgments, interest, settlements, fines, court costs, reasonable litigation expenses (including reasonable attorney's fees) and other liabilities incurred in connection with or resulting from any claim, action, suit, or proceeding arising out of or in connection with performance of duties, unless the act or omission involved willful or wanton conduct, to the extent allowed by law.

Section 15: Notices

Employer: Human Resources Director, with a copy to the City Attorney's Office, 250 N. 5th Street, Grand Junction, CO 81501.

Employee: Jeremiah J. Boies, 688 Poplar Ct., Grand Junction, CO 81507.

Notice shall be deemed given by personal service or deposit in the U.S. Mail, postage prepaid, addressed as above. Notice is effective on the date of personal service or the date of deposit with the Postal Service.

Section 16: General Provisions

Integration. This Agreement sets forth the entire understanding between Employer and Employee regarding employment as Interim City Attorney. Any prior discussions, representations, or agreements, whether oral or written, are merged into this Agreement. The Parties may amend any provision only by a writing signed by both Parties.

Binding effect. This Agreement shall be binding upon and inure to the benefit of Employer and Employee and their respective heirs, executors, administrators, successors, and permitted assigns.

Effective Date. The Effective Date of this Agreement is set forth in Section 1.

Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid provision shall be reformed to the extent permitted by law to effectuate the Parties' intent.

Waiver. No waiver by either Party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado with venue in Mesa County.

Counterparts; electronic signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed original signatures for all purposes.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

EMPLOYEE:

Jeremiah J. Boies

Signature: _____

Date: _____

EMPLOYER:

CITY OF GRAND JUNCTION, COLORADO

By: _____

Name: _____

Title: President of the City Council

Date: _____

Attest:

City Clerk

Date: _____

CITY OF GRAND JUNCTION

ORDINANCE NO.

AN ORDINANCE SETTING THE INTERIM CITY ATTORNEY SALARY

RECITALS.

On January 7, 2026, by and with Resolution 03-26 the City Council appointed Jeremiah Boies as Interim City Attorney. Pursuant to GJMC the salary of the City Attorney is to be set by ordinance.

By and with this Ordinance the salary of Interim City Attorney Jeremiah Boies is and shall be set at \$115.38 per hour (for an assumed 2080 hours for an annual amount of \$240,000) to compensate him for his service to the City of Grand Junction in accordance with the Charter and Ordinances of the City of Grand Junction, Colorado.

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

- 1) The foregoing Recitals are incorporated by reference; and,
- 2) Pursuant to GJMC 2.08.015(b) the City Council does authorize the President of the City Council to take such action as is necessary or required, consistent with this Ordinance, to affect the same upon second reading and final passage by action of the City Council on the date appointed therefor, and further that the adoption hereof shall serve to amend as necessary or required Ordinance ___ appropriating money to defray the expenses of and setting the 2026 budget for the City all as described and provided herein.

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 7th day of January 2026.

PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ___th day of January 2026.

Cody Kennedy
President of the City Council

Attest:

Selestina Sandoval
City Clerk



Grand Junction City Council

Regular Session

Item #6.b.i.

Meeting Date: January 21, 2026
Presented By: Tim Lehrbach, Principal Planner
Department: Community Development
Submitted By: Tim Lehrbach, Principal Planner

Information

SUBJECT:

A Resolution Accepting the Petition for the Annexation of 2.56 Acres of Land and an Ordinance Annexing the Morelli Annexation, Located Between 3105 E 1/2 Road and 3112 I-70B – Parcel No. 2943-103-00-101

RECOMMENDATION:

Staff recommends adoption of a resolution accepting the petition for the Morelli Annexation, and final passage and publication in pamphlet form of the annexation ordinance.

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 the City Council 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 annexation area is served by Persigo sanitary sewer and Clifton Water District, and all other urban amenities are available to the property. It is 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.

NOTIFICATION REQUIREMENTS

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.

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.

ANALYSIS

Grand Junction Municipal Code 21.02.050(c)(4) provides that the application shall meet all applicable statutory and City administrative requirements and, further, that the City Council shall use the following criteria when evaluating a request for annexation:

(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.

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.

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.

Staff finds this criterion has been met.

(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 of Mixed-Use Light Commercial (MU-2) is consistent with the Comprehensive Plan designation of Commercial.

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

No land uses are proposed at this time. Future development of the property will occur only in accordance with the purpose and intent of the MU-2 zone district.

Staff finds this criterion has been met.

(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.

An adjacent property to the northeast is within the City limits. Adjacent properties to the north and east are developed and able to be integrated upon future annexation without variances or exceptions. Likewise, the vacant property to the west can be integrated upon future annexation without variances or exceptions.

Staff finds this criterion has been met.

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

No vested property rights exist or are claimed.

Staff finds this criterion has been met.

FINDING OF FACT AND RECOMMENDATION

After reviewing the Morelli Annexation, ANX-2025-192, request for the property located between 3015 E ½ Road and 3112 I-70B, Parcel No. 2943-103-00-101, to be annexed into the City of Grand Junction, the following finding of fact has been made:

1. The criteria for annexation at Grand Junction Municipal Code 21.02.050(c)(4) are met.

Therefore, staff recommends 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 any future businesses, and operational spending.

Interstate 70 Business Loop is the only adjacent public right-of-way. I-70B is under the jurisdiction and maintenance of the Colorado Department of Transportation.

The property is within the Clifton Water District.

The property is within the Persigo sewer district. 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 proposed land use. Fire Station #8, located at 441 31 Road, provides the primary response to this area. Fire Station #2, located at 2825 Patterson Road, Fire Station #1, located at 620 Ute Avenue, and Fire Station #4, located at 2884 B 1/2 Road, all provide secondary responses. The annexation area falls within the 4-minute travel time of the primary response station. Overall response time should be within the National Fire Protection Association guidelines, unless the primary station is responding to other calls for service. The recommended zoning of City RSF-4 (Residential Single Family – 4 units per acre) is not predicted to add substantially to the current fire and EMS incident load. Fire Station #8 has the capacity to meet the additional incidents that could be generated by this annexation and zoning change. Future land use and development of the RSF-4 zoning may potentially increase the need for fire prevention services, such as plan review, which should not dramatically increase the workload.

SUGGESTED MOTION:

I move to adopt Resolution No. 08-26, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Morelli Annexation, approximately 2.56 acres, located between 3105 E ½ Road and 3112 I-

70B, Parcel No. 2943-103-00-101.

I move to adopt Ordinance No. 5301, an ordinance annexing territory to the City of Grand Junction, Colorado, the Morelli Annexation, approximately 2.56 acres, located between 3105 E ½ Road and 3112 I-70B, Parcel No. 2943-103-00-101, on final passage and order final publication in pamphlet form.

Attachments

1. Development Application
2. Morelli Annexation Annexation No. 1 Map
3. Morelli Annexation Annexation No. 2 Map
4. Schedule and Summary Table
5. Maps
6. Resolution Accepting Petition
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 #: _____

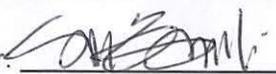
Representative Information

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 descripton

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

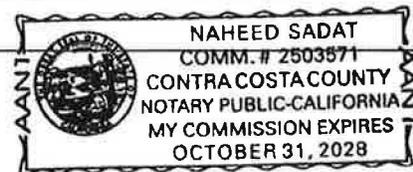
I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

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.

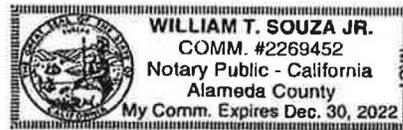
STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

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



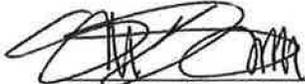
Notary Public

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

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

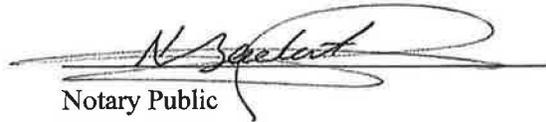
STATE OF California)

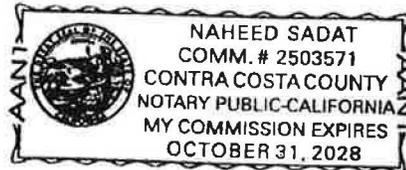
COUNTY OF Contra Costa) ss.

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



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.

3 PAGE DOCUMENT

WHEN RECORDED MAIL TO:

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

QUIT CLAIM DEED

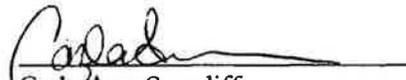
We, Carla Ann Saurdiff and Michael E. Morelli, ("Grantors") do hereby quit-claim to Carla A. Morelli as Trustee of the CARLA A. MORELLI TRUST dated the 24th day of April, 2014, ("Grantee") for good and valuable consideration, the following described tract of land located in the County of Mesa, State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

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

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;

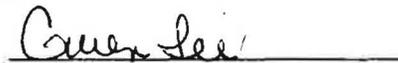
Assessor's Parcel Number: 2943-103-00-101

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



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.

James Alan Maxwell
Notary Public
James Alan Maxwell
a notary public
5/28/2014

State of California)
County of Contra Costa)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

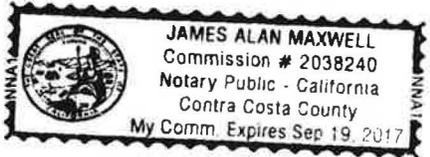
On May 28, 2014 before me, James Alan Maxwell - a notary public
(here insert name and title of the officer)

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 James Alan Maxwell

(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)

**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

232 Cobblestone Dr Antioch
ADDRESS CA 94509



SIGNATURE

6/18/25

DATE

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

NAME

232 Cobblestone Dr. Antioch,
ADDRESS CA 94509



SIGNATURE

6/18/25

DATE

**MORELLI ANNEXATION
PETITION FOR ANNEXATION**

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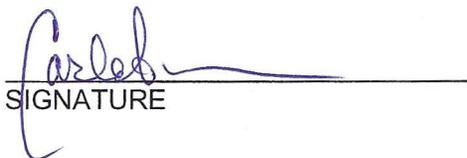
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Carla Morelli-Saurdiff, f/k/a Carla A. Morelli
NAME

308 Palmer Lane, Mesquite, NV 89021
ADDRESS


SIGNATURE

June 17, 2025
DATE

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

Contents

- A. Project Description..... 1
 - 1. Location..... 1
 - 2. Acreage 1
 - 3. Proposed Use 1
- B. Public Benefit 1
- C. Neighborhood Meeting..... 1
- D. Project Compliance, Compatibility and Impact..... 1
 - 1. Adopted Plans and/or Policies 1
 - 2. Future Land Use **Error! Bookmark not defined.**
 - 3. Land Use in Surrounding Area 1
 - 4. Site Access and Traffic Patterns 1
 - 5. Availability of Utilities 2
 - 6. Special or Unusual Demands on Utilities 2
 - 7. Effects on Public Facilities 2
 - 8. Hours of Operation 2
 - 9. Number of Employees 2
 - 10. Signage Plans 2
 - 11. Site Soils and Geology 2
 - 12. Impact on Site Geology and Geological Hazards 2
- E. Application Specific Review Criteria..... 3
- F. Development Schedule and Phasing..... 3
- G. Conclusion 3

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

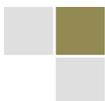
The Major Site Plan complies with § 21.02.70(g) of the Grand Junction City Code. All construction plans will be submitted for review prior to beginning work.

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.

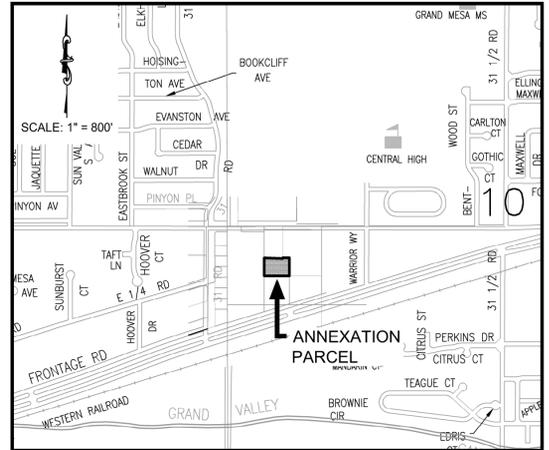
Present were John Hodge, Technician with APEX Consulting Engineers, Shelly Nelson, Technician with APEX Consulting Engineers and Timothy Lerbach, Principal Planner, City of Grand Junction. One person from the public attended the meeting.

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 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



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; 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°59'28"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.

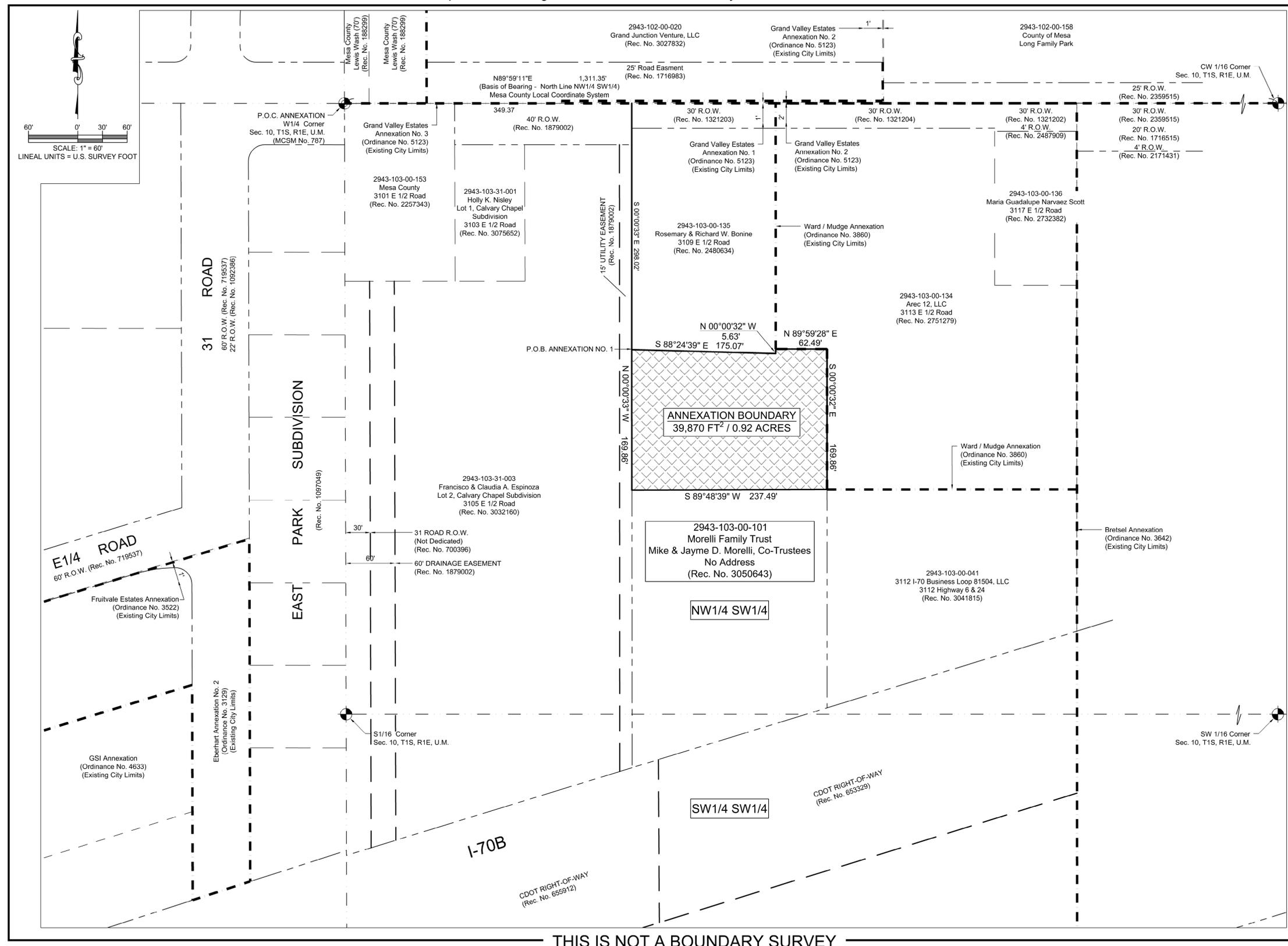
AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	820.40 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	232.35 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	39,870 FT ²	EXISTING CITY LIMITS	
AREA IN ACRES	0.92 AC.		
AREA WITHIN R.O.W.	0.000,0 FT ²		
	0.000 AC.		
AREA WITHIN DEEDED R.O.W.	0.000,0 FT ²		
	0.000 AC.		

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.

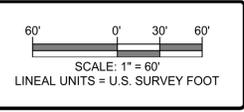
JODIE L GREIN
STATE OF COLORADO - P.L.S. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501



THIS IS NOT A BOUNDARY SURVEY

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

DRAWN BY: 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

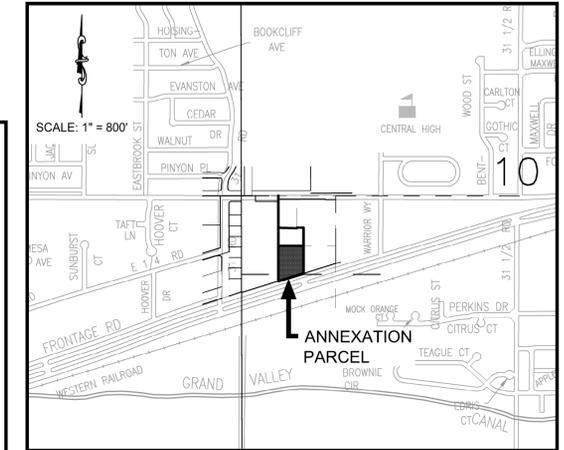
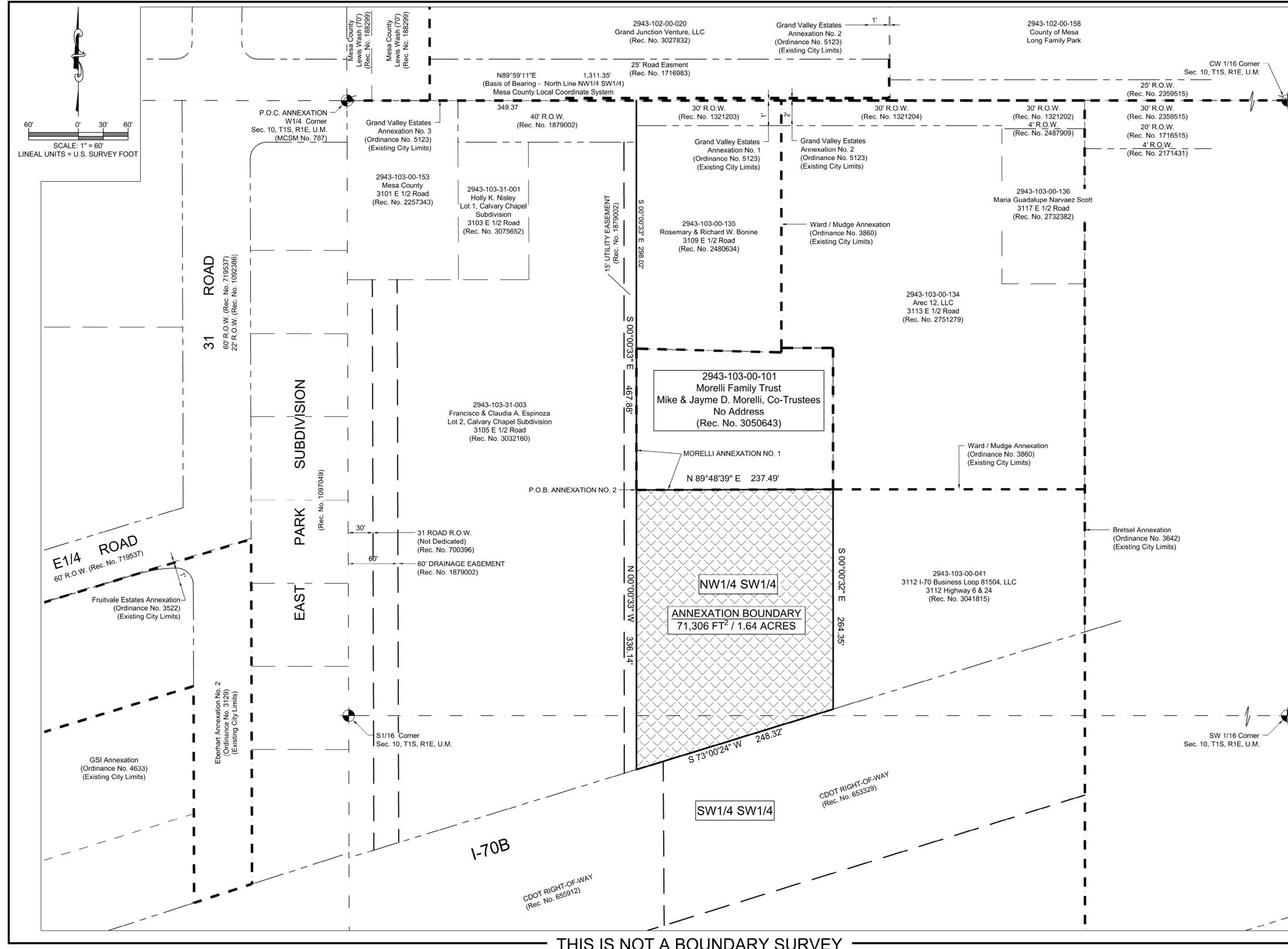


Engineering & Transportation
Department
244 North 7th Street - Grand Junction, CO. 81501

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

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\"/>

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

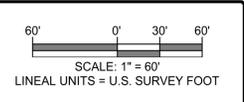
NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING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

THIS IS NOT A BOUNDARY SURVEY

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

DRAWN BY: 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

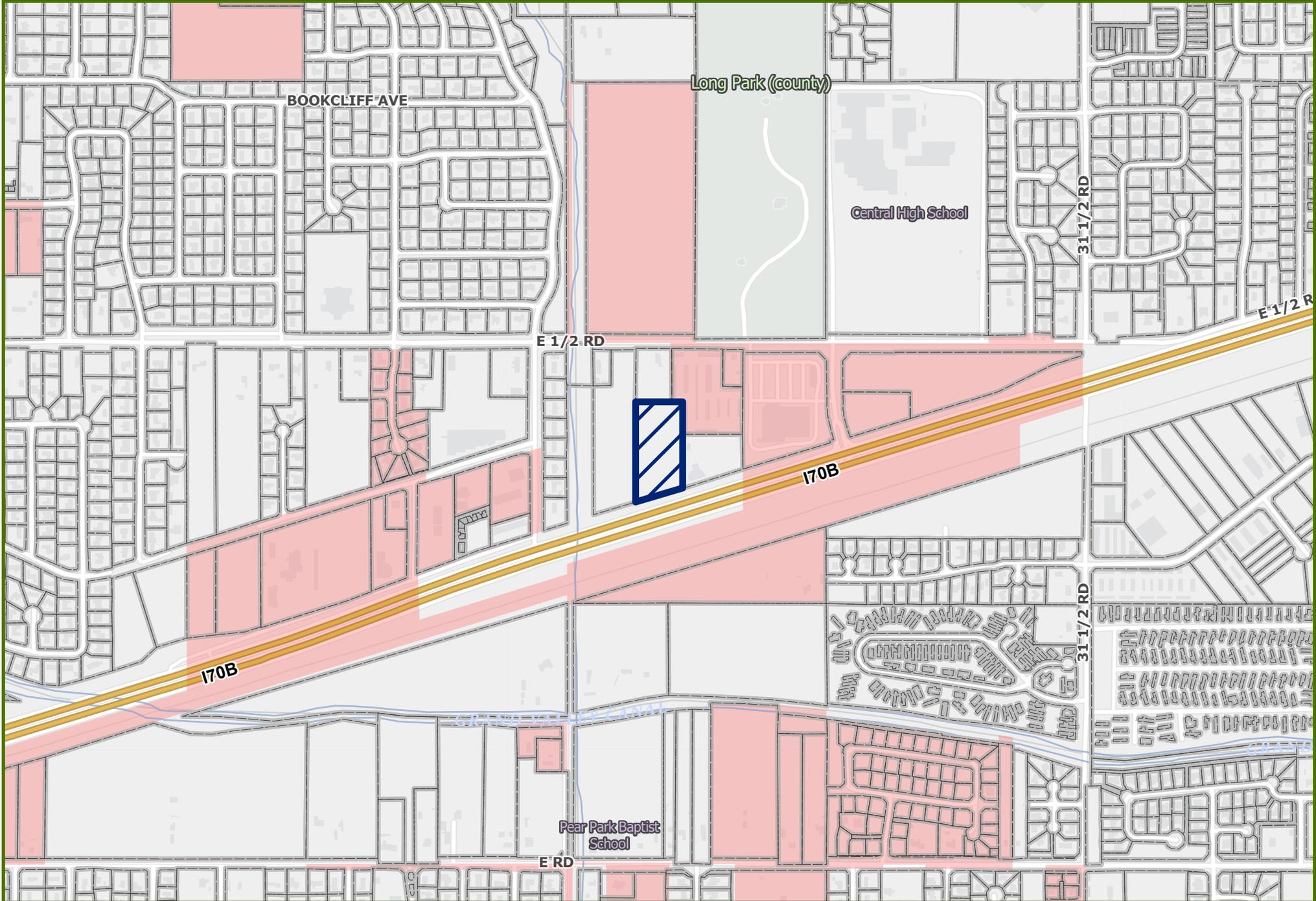


Engineering & Transportation Department
244 North 7th Street - Grand Junction, CO. 81501

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

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 21, 2026	City Council Intro Proposed Zoning Ordinance		
January 21, 2026	City Council Accept Petition/Annex and Public Hearing		
February 4, 2026	City Council Hearing on Zone of Annexation		
February 22, 2026	Effective date of Annexation		
March 5, 2026	Effective date of Zone of Annexation		
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:	<input type="checkbox"/>	No: <input checked="" type="checkbox"/>
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

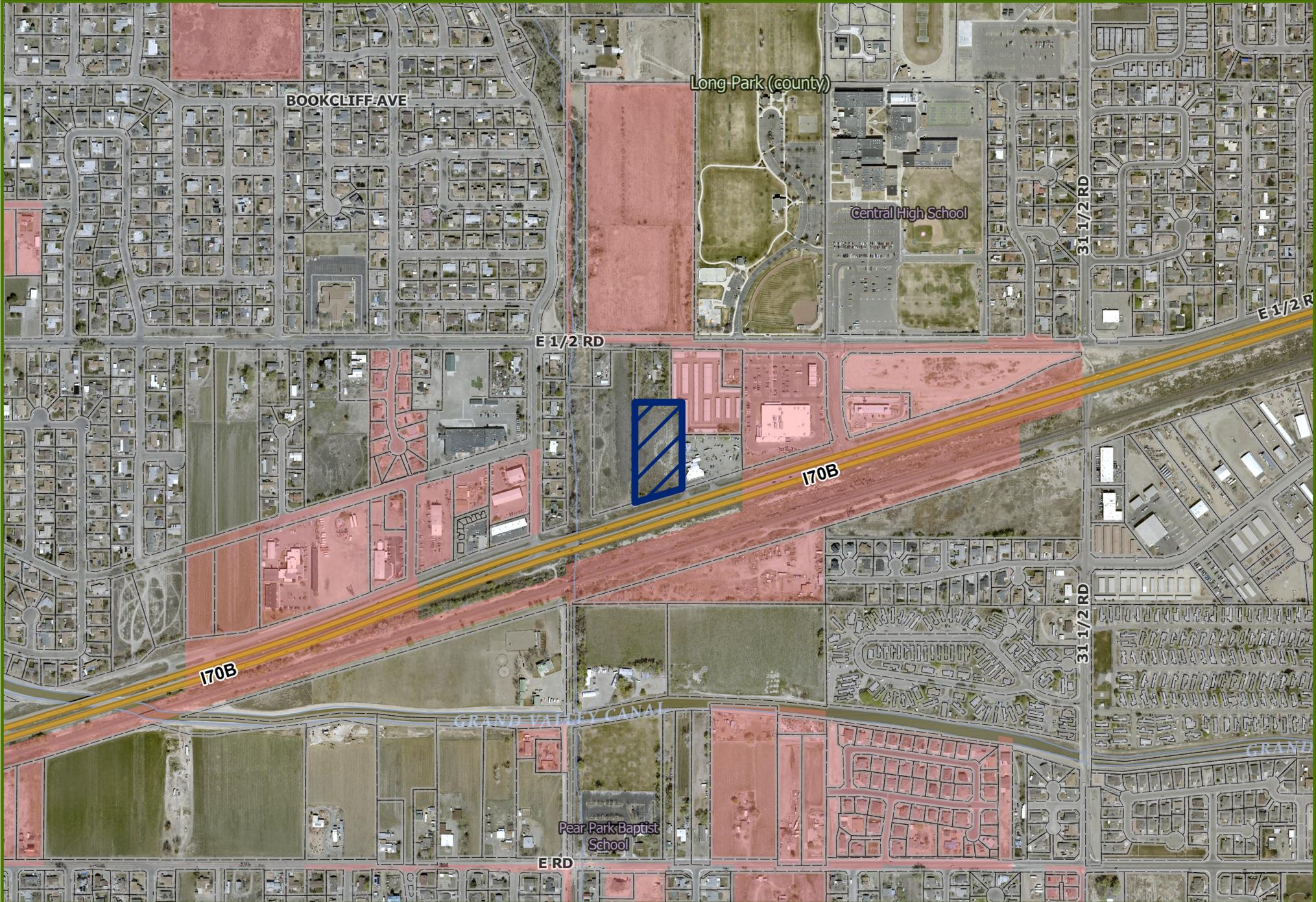


Annexation Site



City Limits

Morelli Annexation



0 250 500 1,000 Feet



Annexation Site



City Limits

Morelli Annexation - Zoning



0 125 250 500 Feet



Annexation

City Zoning

County Zoning

Date Created: 12/9/2025



Morelli Annexation - Land Use



0 125 250 500 Feet

 Annexation Site
Packet Page 341

Date Created: 12/9/2025



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. XX-26_____

**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
MORELLI ANNEXATION**

**APPROXIMATELY 2.56 ACRES
LOCATED ON UNADDRESSED PROPERTY
BETWEEN 3105 E 1/2 ROAD AND 3112 I-70B – PARCEL NO. 2943-103-00-101
IS ELIGIBLE FOR ANNEXATION**

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 situate in Mesa County, Colorado, and described as follows:

MORELLI ANNEXATION

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

Cody Kennedy
President of the Council

ATTEST:

Selestina Sandoval
City Clerk

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:

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.

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

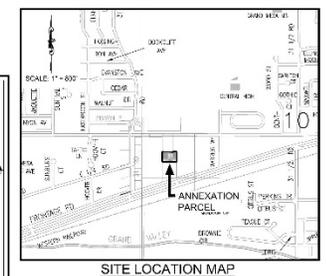
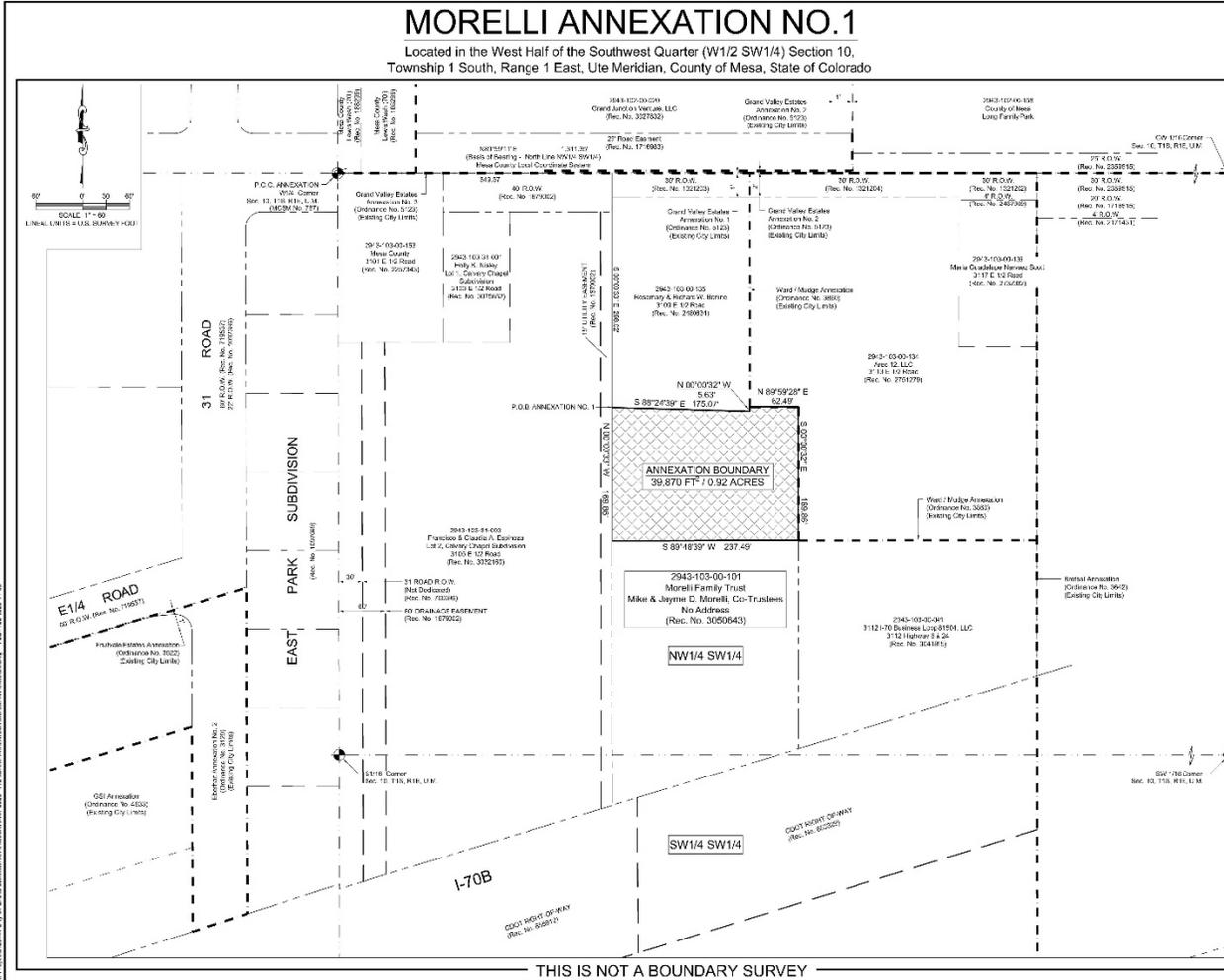
ATTEST:

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



LEGAL DESCRIPTION

A portion of the parcel of land as recorded at Record No. 0055663, located in the west half of the southwest quarter (SW1/4 SW1/4) of Section 10, Township 1 South, Range 1 East, Jurisdiction, Mesa County, Colorado more particularly described as follows:

Commencing at the West Quarter Corner (W1/4) of said Section 10, where the Center (West Quarter) (C1/4) corner of said Section 10 bears S89°59'11.6" E a distance of 1,214.25 feet along the Mesa County Road (containing) 1/4 acre at its outer boundary; thence bearing north along the line of said Section 10, a distance of 366.37 feet along the north line of the W1/2 SW1/4 of said Section 10, thence bearing south along the line S10°02'33.1" E a distance of 255.02 feet to the northwest corner or said parcel and the Point of Beginning; thence the following courses and distances:

Along the westerly line of said property, S89°24'39" E, a distance of 175.07 feet, thence continuing along said north line, N00°02'32" W, a distance of 5.63 feet, to a corner of the West Mulgus Annexation (Ordinance No. 3652), thence continuing along said north line and the line of said West Mulgus Annexation, S89°24'39" E, a distance of 187.07 feet, thence bearing east along the line of said property and the westerly line of said West Mulgus Annexation, S00°02'33.1" E, a distance of 188.28 feet to the northeast corner of said West Mulgus Annexation; thence bearing said westerly line, S89°48'31" W, a distance of 232.49 feet, to a point on the westerly line of said property; thence along said westerly line, N02°03'31" W, a distance of 59.89 feet, to the Point of Beginning.

Said parcel of land (39,870 FT² 7.0.92 ACRES) equals 100% of the SW1/4 SW1/4.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	230.40 FT	ANNEXATION BOUNDARY	(Hatched pattern)
CONTIGUOUS PERIMETER	252.38 FT	ANNEXATION AREA	(Dotted pattern)
AREA IN SQUARE FEET	39,870 AC	EXISTING CITY LIMITS	(Dashed line)
AREA WITH R.O.W.	0.00 AC		
AREA WITH UNDESIGNED R.O.W.	0.00 AC		
	0.00 AC		

SURVEY ASSOCIATIONS		ORDINANCE NO.		EFFECTIVE DATE	
P.O.C.	POINT OF COMMENCEMENT	0000		00/00/2025	
P.O.B.	POINT OF BEGINNING				
R.O.W.	RIGHT OF WAY				
SEC	SECTION				
T	TOWNSHIP				
R	RANGE				

NOTICE

THE DESCRIPTION CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED RECORDATIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A FINAL BOUNDARY SURVEY, AND SHOULD NOT BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

JODIE H. GREIN
STATE OF COLORADO, P.L.S. NO. 30378
CITY OF GRAND JUNCTION
144 NORTH 17th STREET
GRAND JUNCTION, CO 81501

THIS IS NOT A BOUNDARY SURVEY

NOTICE: ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT SHALL ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE DATE THIS SURVEY WAS APPROVED.	DRAWN BY: J.G.	DATE: 12/30/2023	SCALE: 1" = 60'
APPROVED BY: J.G.	DATE: 12/30/2023	INCH UNITS = U.S. SURVEY FOOT	



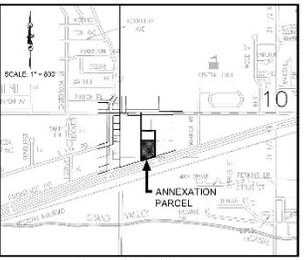
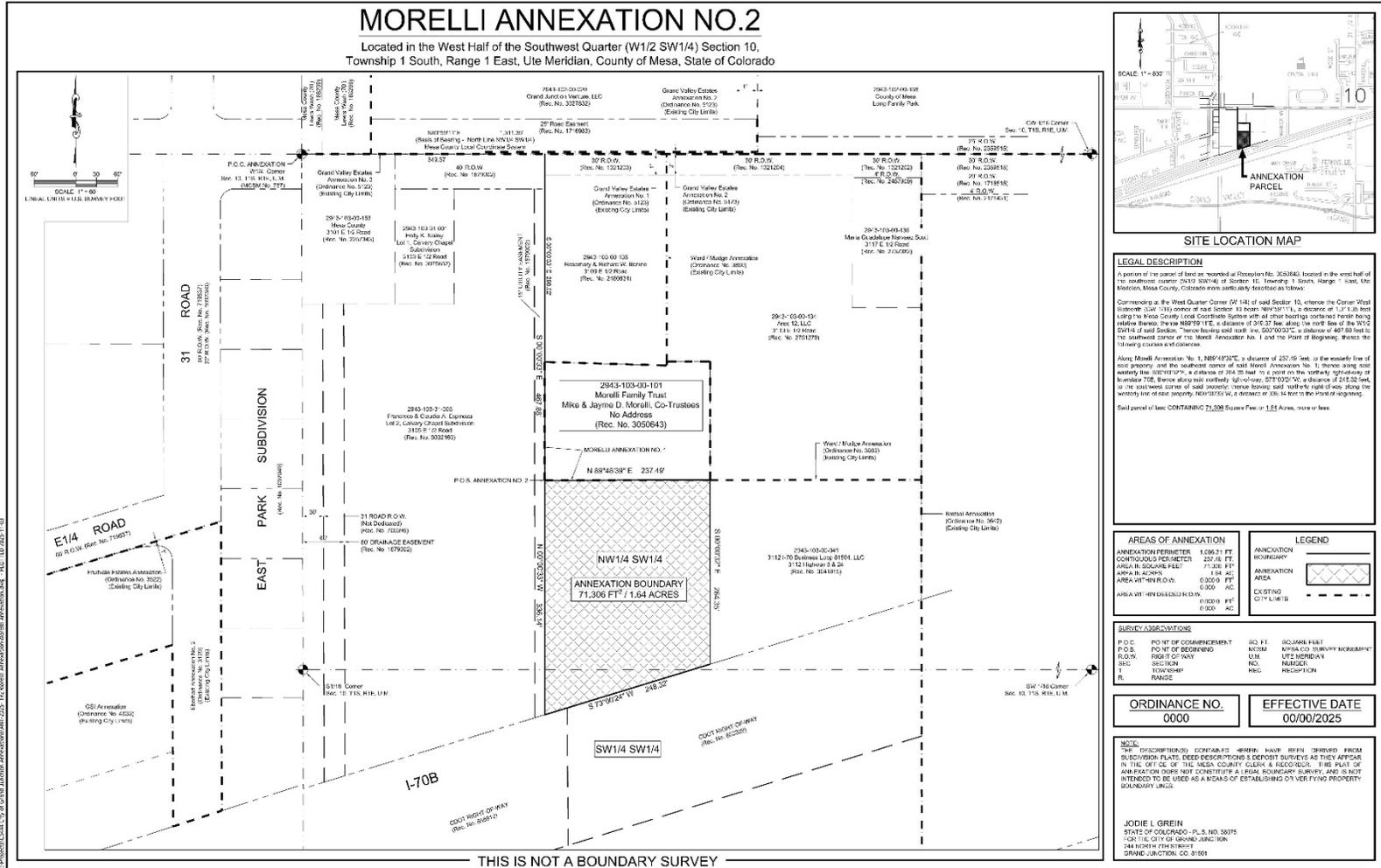
Engineering & Transportation Department
244 North 7th Street - Grand Junction, CO 81501

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

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



LEGAL DESCRIPTION
A portion of the parcel of land so described as Parcel No. 3059840, 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 (Q1/4) of said Section 10, thence the Corner West Southwest (SW1/4) corner of said Section 10 to the corner of said Section 10, a distance of 1.1713 miles along the Mesa County Local Coordinate System with all other bearings and distances being relative thereto, thence N89°09'11\"/>

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	1,286.11 FT	ANNEXATION PERIMETER	(Symbol)
CONTIGUOUS PERIMETER	227.46 FT	ANNEXATION AREA	(Symbol)
AREA IN SQUARE FEET	71,506.00	EXISTING CITY LIMITS	(Symbol)
AREA IN ACRES	1.64 AC		
AREA NOT ANNEXED	0.0000 FT		
AREA WITH UNDEVELOPED R.O.W.	0.0000 FT		
	0.0000 AC		

SURVEY ASSOCIATIONS		ORDINANCE NO.		EFFECTIVE DATE	
P.O.C.	POINT OF COMMENCEMENT	0000		00/00/2025	
P.O.B.	POINT OF BEGINNING				
R.O.W.	RIGHT OF WAY				
SEC.	SECTION				
T.	TOWNSHIP				
R.	RANGE				

NOTICE
THIS SURVEY IS A PRELIMINARY SURVEY AND HAS NOT BEEN REVIEWED BY THE CITY OF GRAND JUNCTION. THE CITY OF GRAND JUNCTION DOES NOT CONSTITUTE A FINAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARIES.

JODIE L. GREIN
STATE OF COLORADO - P.L.S. NO. 58785
CITY OF GRAND JUNCTION
CITY ENGINEER/PLAT CLERK
GRAND JUNCTION, CO 81501

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECTS IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS OF THE DISCOVERY OF SUCH DEFECT. IN NO EVENT SHALL ANY ACTION BE BARRED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE GRANULATION AND/OR PLAT.

DRAWN BY: J.C. DATE: 12/30/2023
 REVIEWED BY: J.C. DATE: 12/30/2023
 CHECKED BY: J.C. DATE: 12/30/2023
 APPROVED BY: J.C. DATE: 12/30/2023



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



Grand Junction City Council

Regular Session

Item #6.b.ii.

Meeting Date: January 21, 2026
Presented By: Daniella Acosta, Principal Planner
Department: Community Development
Submitted By: Daniella Acosta Stine, Principal Planner

Information

SUBJECT:

A Resolution Accepting the Petition for the Annexation of 4.75 Acres of Land and Ordinances Annexing and Zoning the Fox Grove Annexation to Residential Medium 8, Located at 3071 E ½ Road

RECOMMENDATION:

Staff recommends adoption of a resolution accepting the petition for the Fox Grove 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 January 13, 2026, meeting and voted (5-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

The Applicant, Grand Junction Real Estate Investments LLC, is requesting annexation of approximately 4.75 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 annexation is being considered concurrently by the City Council with the zone of annexation request.

BACKGROUND OR DETAILED INFORMATION:

ANNEXATION REQUEST

The applicant, Grand Junction Real Estate Investments LLC, is requesting annexation of approximately 4.75 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 an Annexable Development per the Persigo Agreement and is eligible for annexation per state statutes. Annexation is requested to permit future development of a residential

subdivision.

The property is 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 for these areas for development and redevelopment in Tier 2 areas that have direct adjacency to the city limits of Grand Junction.

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

ZONE OF ANNEXATION REQUEST

The applicant, Grand Junction Real Estate Investments, LLC, is requesting annexation of approximately 4.75 acres and establishment of a Zone of Annexation to Residential Medium 8 (RM-8) for the Fox Grove Subdivision. The subject property is located at 3071 E ½ Road in the Fruitvale area of Mesa County and consists of a single parcel of land currently developed with a single-unit residence and accessory structures. The property is presently zoned Residential Single Family – 4 (RSF-4) by Mesa County.

The subject property is eligible for annexation and is located within the City’s designated growth area. Annexation is requested to allow for future residential development consistent with the Residential Medium land use designation in the One Grand Junction Comprehensive Plan. The request for annexation will be considered separately by City Council, but concurrently with the zone of annexation request.

The surrounding area is characterized primarily by established single-family residential development, with a mix of City and Mesa County zoning. Residential zoning is present to the north, east, and south, while commercial and mixed-use development occurs to the south along the Interstate 70 Business Loop. Public and institutional uses, including nearby parks and schools, are also located in the broader vicinity. The surrounding land use pattern reflects a transitioning area where residential infill is occurring adjacent to existing neighborhoods and services.

The property is served by Persigo sanitary sewer and Clifton Water District, and urban services are available or can be extended to the site. Access is provided from E ½ Road, which is classified as a Major Collector roadway and provides connectivity to the surrounding street network and nearby arterial routes. Transit service, emergency

services, and public schools are available to the area, supporting annexation and future residential use.

Under the One Grand Junction Comprehensive Plan, the property is designated Residential Medium, supporting a range of housing types at moderate densities in areas with access to infrastructure, services, and transportation. The site is located within Tier 2 (Suburban Infill) on the Growth and Intensification Tiers Map. Tier 2 areas are identified as appropriate for annexation and reinvestment where development can occur efficiently and compatibility with surrounding neighborhoods. Annexation of the subject property is not anticipated to result in immediate infrastructure impacts, and future development would represent infill consistent with the existing development pattern.

The Residential Medium 8 (RM-8) zone district is intended to accommodate a mix of attached and detached residential development at moderate density and is consistent with both the Comprehensive Plan designation and surrounding zoning. The site's location, availability of services, and proximity to established residential neighborhoods make it suitable for development under the RM-8 zone district.

In addition to the RM-8 zone district requested by the petitioner, Residential Medium 12 (RM-12), Public, Parks and Open Space (P-1), and Public, Civic, and Institutional Campus (P-2) would also implement the Comprehensive Plan land use designation of Residential Medium. While staff finds the requested RM-8 zone district appropriate, these alternative zones could likewise be considered for the property, depending on the desired development form and mix of uses.

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 GJ Builders located 510 28 ¾ Road, Suite 200 on April 2, 2025. The applicants and their representative, City staff, and ten 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 July 28, 2025. Mailed notice of the public hearings before the 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 January 2, 2026. The notice of the Planning Commission public hearing was published on January 3, 2026, 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 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.

ZONE OF ANNEXATION ANALYSIS

The criteria for review are set forth in 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 zone of annexation to Residential Medium 8 (RM-8) implements the following Plan principles, goals, and policies of the One Grand Junction 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 and public investment.

The Comprehensive Plan places a priority on directing growth to areas identified for infill and reinvestment to manage growth efficiently and reduce the need for expansion of public infrastructure. This principle supports annexation and development in locations where urban services are already available or can be provided in a cost-effective manner. The subject property is contiguous to the City limits, located within the City's designated growth area, and is served by existing water, sewer, transportation, emergency services, and transit infrastructure. Annexation and rezoning of the property allow for residential development consistent with the Plan's emphasis on compact growth patterns and efficient land use, while minimizing impacts to existing City services.

Intensification and Tiered Growth Plan

The subject property is located within Tier 2 (Suburban Infill) on the Comprehensive Plan's Intensification and Growth Tiers Map. Tier 2 areas are identified as appropriate locations for annexation, new development, and redevelopment where properties are adjacent to the City limits and urban services are available. Development in Tier 2 is intended to occur in a manner that is compatible with existing neighborhoods while making efficient use of infrastructure investments. Annexation of the subject property supports these objectives by facilitating infill residential development within an established area, rather than extending development into outlying locations.

Future Land Use Consistency

The Comprehensive Plan designates the subject property as Residential Medium, which supports a mix of residential housing types at moderate densities, generally ranging from 5.5 to 12 dwelling units per acre. The RM-8 zone district is consistent with this designation and provides a regulatory framework that allows for a variety of housing types compatible with the surrounding residential context. The requested zone of annexation implements the Comprehensive Plan's land use designation and supports orderly residential development consistent with the surrounding neighborhood and long-term planning objectives.

Therefore, staff finds this criterion to be met.

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

The proposed zone of annexation to Residential Medium 8 (RM-8) will result in a logical and orderly development pattern by placing a medium-density residential zone in a location planned and functioning for residential use, supported by appropriate infrastructure and access.

The Comprehensive Plan identifies the subject property and surrounding area as Residential Medium, with higher-intensity commercial and mixed-use zoning concentrated south of E ¼ Road and along the Interstate 70 Business Loop. Rezoning the property to RM-8 reinforces this planned land use pattern by completing the Residential Medium area north of the commercial corridor, rather than extending non-residential or higher-intensity zoning into an established residential neighborhood.

The vicinity zoning map shows RM-8 zoning already established to the south and southwest, with lower-density residential zoning to the north and east. Applying RM-8 to the subject property creates continuity with existing City zoning, avoids isolated or inconsistent zoning districts, and allows future development to integrate logically with surrounding residential neighborhoods.

The site is accessed from E ½ Road, a designated Major Collector, and is served by existing transit routes. This transportation context supports moderate-density residential development and allows growth to occur within the existing street and transit network, rather than requiring new infrastructure extensions.

Based on the alignment of zoning, land use, and transportation patterns, staff finds that the proposed RM-8 zone of annexation results in a logical, orderly, and planned development pattern consistent with the Comprehensive Plan.

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.

The proposed zone of annexation to Residential Medium 8 (RM-8) provides an overall benefit to the community by advancing the City's Tiered Growth strategy under Plan Principle 3: Responsible and Managed Growth. The subject property is located within Tier 2 (Suburban Infill), where the Comprehensive Plan prioritizes development in locations that can efficiently utilize existing public facilities and services while maintaining adopted level of service targets.

Annexation and rezoning of the property allow future residential development to occur

in an area already served by water, sewer, transportation, transit, and emergency services, thereby maximizing the use of existing infrastructure and minimizing the need for service expansion into outlying areas. This approach supports fiscally responsible growth and reduces long-term public service costs.

The RM-8 zone district implements the Residential Medium land use designation and enables residential infill development compatible with surrounding neighborhoods. Future development of the site will contribute to the City's housing supply and property tax base while reinforcing orderly growth within the City's growth boundary. Staff finds that the proposed zoning provides an overall benefit to the community consistent with the Comprehensive Plan's Tiered Growth and infill development policies.

Therefore, staff finds that this criterion has been met.

FINDING OF FACT AND RECOMMENDATION

After reviewing the Fox Grove Annexation, ANX-2025-421, requests for the property located at 3071 E 1/2 Road to be annexed and zoned to Residential Medium 8 (RM-8), the following findings of fact have 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, the Planning Commission recommended approval.

FISCAL IMPACT:

Utilities: This property is located within the Clifton Water District and will not impact City water services. Sewer service is available in E 1/2 Road. The developer will be required to extend sewer service to the RM-8 development, and builders will be required to pay the applicable Plant Investment Fee for each dwelling unit.

Finance: City services are supported by a combination of property taxes and sales/use taxes. The City's eight mills based on current valuation will generate approximately \$182 per year. Any increases would depend on development. Sales and use tax revenues would depend on retail sales.

Parks and Recreation: No information provided.

Transportation & Engineering: No information provided.

Public Safety: No information provided.

SUGGESTED MOTION:

I move to adopt Resolution No. 09-26, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Fox Grove Annexation, approximately 4.75 acres, located at 3071 E ½ Road.

I move to adopt Ordinance No. 5302, an ordinance annexing territory to the City of Grand Junction, Colorado, the Fox Grove Annexation, approximately 4.75 acres, located at 3071 E ½ Road, on final passage and order final publication in pamphlet form.

I move to adopt Ordinance No. 5303, an ordinance zoning the Fox Grove Annexation to Residential Medium 8 (RM-8) 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. Fox Grove Annexation No. 2 Map Revised
- 5. Fox Grove Annexation No. 1 Map Revised
- 6. Amended Zone of Annexation Ordinance
- 7. Amended Annexation Ordinance
- 8. Resolution Accepting Petition

Development Application

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

Petition For:

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

Existing Land Use Designation <input type="text" value="Residential"/>	Existing Zoning <input type="text" value="County RSF-4"/>
Proposed Land Use Designation <input type="text" value="Residential"/>	Proposed Zoning <input type="text" value="RM-8"/>

Property Information

Site Location: Site Acreage:

Site Tax No(s): Site Zoning:

Project Description:

Property Owner Information

Applicant Information

Representative Information

Name: <input type="text" value="Steve Voytilla"/>	Name: <input type="text" value="See Owner"/>	Name: <input type="text" value="Tom Logue"/>
Street Address: <input type="text" value="PO Box 3647"/>	Street Address: <input type="text"/>	Street Address: <input type="text" value="537 Fruitwood Drive"/>
City/State/Zip: <input type="text" value="Grand Junction, CO 81501"/>	City/State/Zip: <input type="text"/>	City/State/Zip: <input type="text" value="Grand Junction, CO 81501"/>
Business Phone #: <input type="text" value="970-234-200"/>	Business Phone #: <input type="text"/>	Business Phone #: <input type="text" value="970-4348215"/>
E-Mail: <input type="text" value="steve5515@aol.com"/>	E-Mail: <input type="text"/>	E-Mail: <input type="text" value="talldc@msn.com"/>
Fax #: <input type="text"/>	Fax #: <input type="text"/>	Fax #: <input type="text" value="970-434-0646"/>
Contact Person: <input type="text" value="Steve Voytilla"/>	Contact Person: <input type="text"/>	Contact Person: <input type="text" value="Tom Logue"/>
Contact Phone #: <input type="text" value="970-234-200"/>	Contact Phone #: <input type="text"/>	Contact Phone #: <input type="text" value="970-260-2911"/>

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 <input type="text" value="Tom Logue"/>	Digitally signed by Tom Logue Date: 2025.09.01 11:16:15 -06'00'	Date <input type="text" value="September 2, 2025"/>
Signature of Legal Property Owner <input type="text" value="Steve Voytilla"/>		Date <input type="text" value="9-2-25"/>

**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."

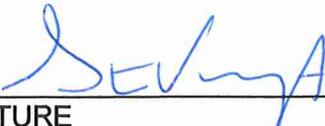
As grounds therefore, the petitioner respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105 CRS 1973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


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.

Kerry Graves

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

Witness my hand and official seal.

KERRY GRAVES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214013283
MY COMMISSION EXPIRES 04/04/2029

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, LLQ("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:

[Empty box for limited authority details]

The Entity is the sole owner of the property.

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

[Empty box for other owners]

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: [Signature]

Printed name of person signing: Steve Voytilla, Manager

State of Colorado)

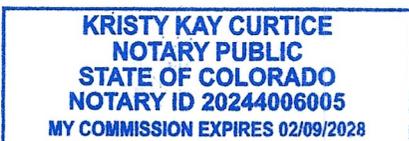
County of Mesa) ss.

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~~ 2/9/28



[Signature]
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. 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:

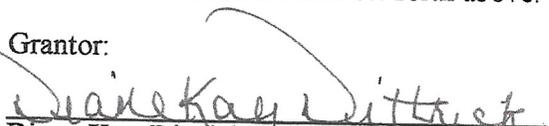
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, FROM WHICH THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER BEARS WEST 867.00 FEET;
THENCE SOUTH 968.97 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD "E 1/4";
THENCE ALONG SAID RIGHT-OF-WAY LINE N73°01'09"E 236.83 FEET;
THENCE NORTH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

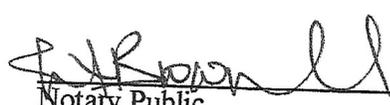

Diane Kay Dittrick, Personal Representative
of the Estate of Ralph William Martin a/k/a
Ralph W. Martin a/k/a Ralph Martin,
Deceased

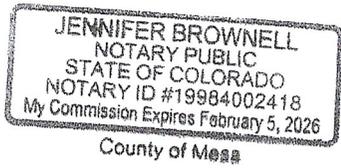


STATE OF COLORADO)
) ss.
County of MESA)

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



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

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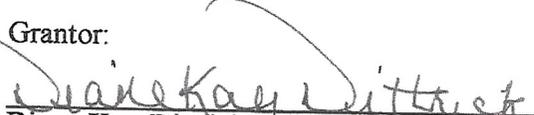
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IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Grantor:

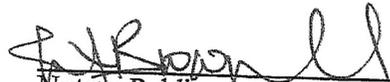

Diane Kay Dittrick, Personal Representative
of the Estate of Ralph William Martin a/k/a
Ralph W. Martin a/k/a Ralph Martin,
Deceased

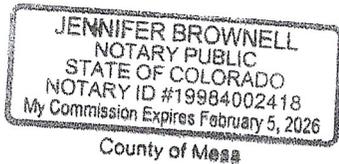


STATE OF COLORADO)
County of MESA) ss.
)

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.

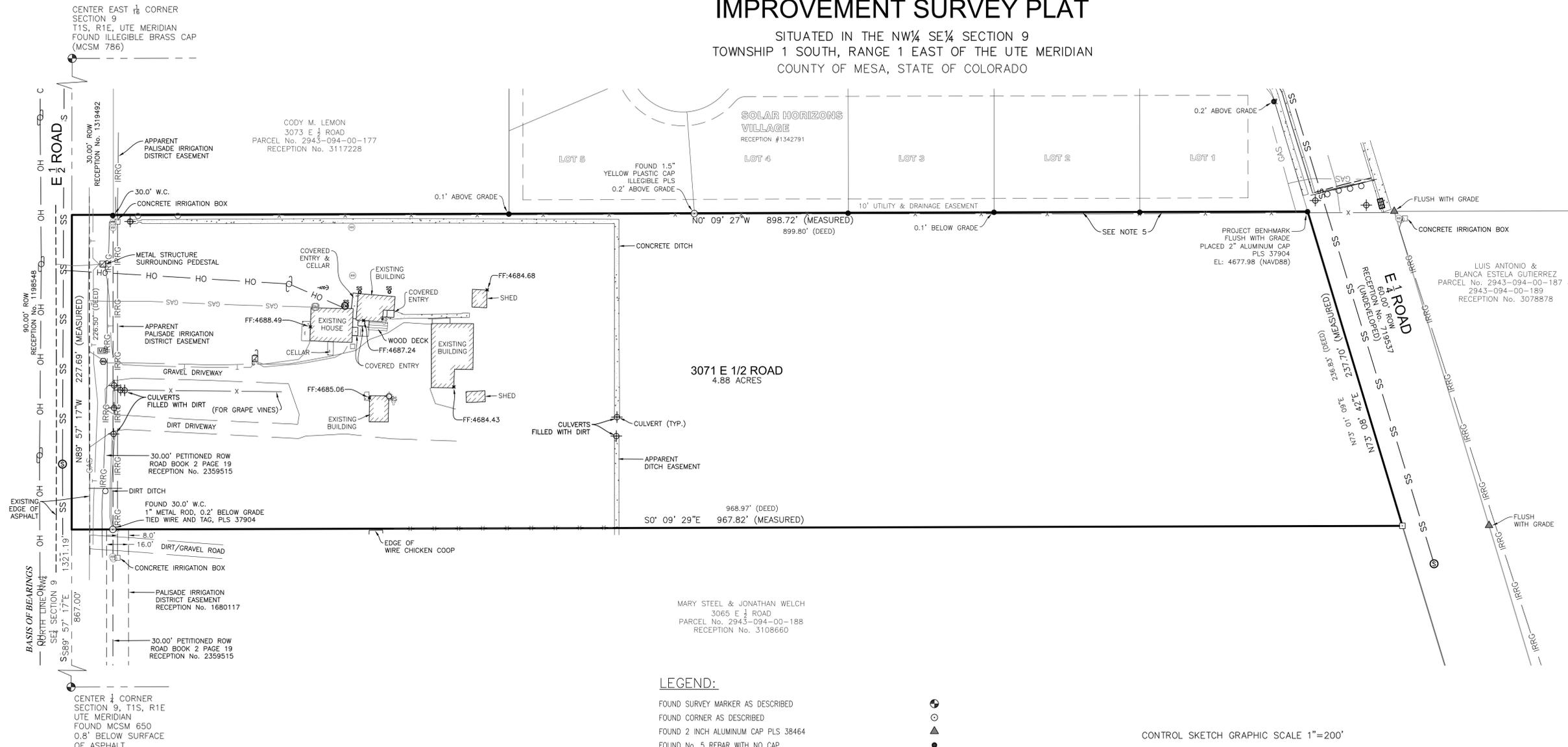
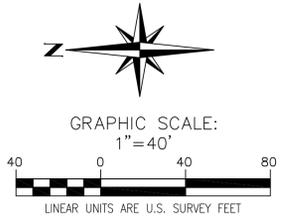
Witness my hand and official seal,
My commission expires: 2/5/26


Notary Public



IMPROVEMENT SURVEY PLAT

SITUATED IN THE NW¼ SE¼ SECTION 9
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

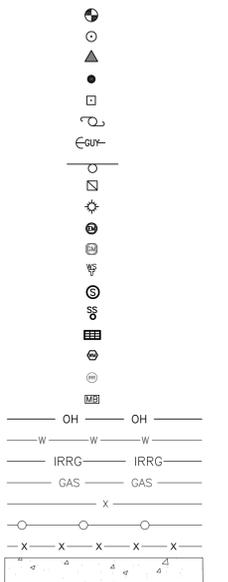


ABBREVIATIONS:

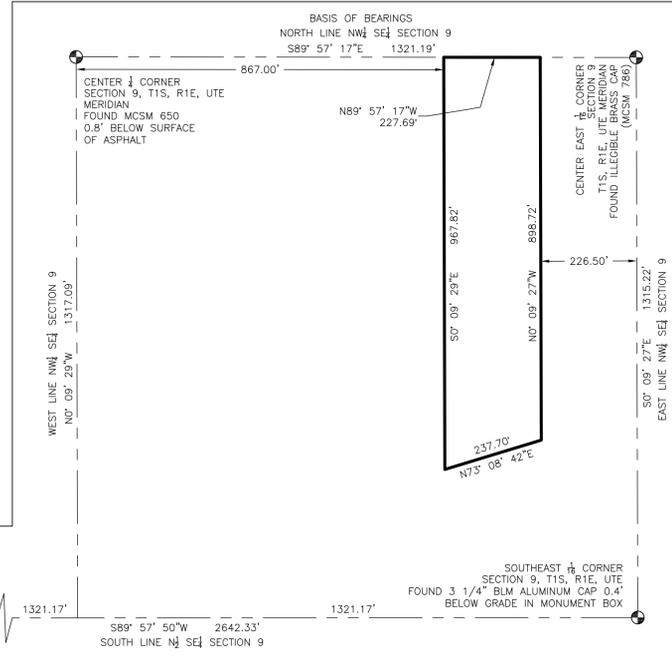
N	NORTH
S	SOUTH
E	EAST
W	WEST
T	TOWNSHIP
R	RANGE
MCSM	MESA COUNTY SURVEY MARKER
ROW	RIGHT OF WAY
SIMS	SURVEY INFORMATION MANAGEMENT SYSTEM
PLS	PROFESSIONAL LAND SURVEYOR
No.	NUMBER
GPS	GLOBAL POSITIONING SYSTEM
ID	IDENTIFICATION
SQ	SQUARE
FT	FEET
AVE.	AVENUE
ST.	STREET
CT.	COURT
LN.	LANE
DR.	DRIVE
U.S.	UNITED STATES
L.C.E.	LIMITED COMMON ELEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
W.C.	WITNESS CORNER
FF	FINISH FLOOR ELEVATION

LEGEND:

- FOUND SURVEY MARKER AS DESCRIBED
- FOUND CORNER AS DESCRIBED
- FOUND 2 INCH ALUMINUM CAP PLS 38464
- FOUND No. 5 REBAR WITH NO CAP
- SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- EXISTING SIGN
- EXISTING UTILITY PEDESTAL
- EXISTING LIGHT POLE
- EXISTING ELECTRIC METER
- EXISTING GAS METER
- EXISTING WATER SPIGOT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING STORM INLET
- EXISTING WATER METER
- EXISTING IRRIGATION FEATURE
- EXISTING MAILBOX
- EXISTING OVERHEAD UTILITY LINE
- EXISTING UNDERGROUND WATER LINE
- EXISTING UNDERGROUND IRRIGATION LINE
- EXISTING UNDERGROUND GAS LINE
- EXISTING BARB WIRE FENCE LINE
- EXISTING WOOD FENCE LINE
- EXISTING T-POST ELECTRIC FENCE
- EXISTING CONCRETE



CONTROL SKETCH GRAPHIC SCALE 1"=200'



NOTES

- OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE USING A CURRENT TITLE POLICY PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER: GJR65060495.
- BEARINGS ARE BASED ON THE NORTH LINE OF NW¼ SE¼ SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN. THE VALUE USED S89°57'17"E, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. MESA COUNTY SURVEY MARKERS WERE FOUND AT THE EAST AND WEST ENDS OF SAID LINE AS SHOWN HEREON.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS IMPROVEMENT SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 2093666, OF THE MESA COUNTY RECORDS.
- THE EAST AND WEST LINES OF THE SUBJECT PROPERTY ARE DESCRIBED BY CARDINAL BEARINGS WITHIN THE DEED CITED IN NOTE 4. AFTER EXAMINING THE SURROUNDING DEEDS, PLATS, NEARBY WORK PERFORMED BY OTHER LAND SURVEYORS, AND FOUND MONUMENTS SHOWN HEREON, IT APPEARS THAT SAID LINES ARE INTENDED TO BE PARALLEL WITH THE EAST AND WEST LINES OF THE NW¼ SE¼ OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN. IT IS ALSO WORTH NOTING THAT WHEN LAND WITHIN THE NW¼ SE¼ WAS DIVIDED INTO PIECES, IT WAS DONE SO WITH THE WIDTH OF SAID NW¼ SE¼ BEING CONSIDERED 1320 FEET. THIS IS EVIDENT WHEN THE WIDTH OF THE PLAT TO THE EAST (226.50 FEET) IS ADDED TO THE DEED EAST LINE DISTANCE OF THE SUBJECT PROPERTY FROM THE CENTER ¼ CORNER (1093.50 FEET). THIS SUM IS 1320 FEET. THIS SUGGESTS NO DISCREPANCY WAS INTENDED ALONG THE EAST SIDE OF THE SUBJECT PROPERTY. THE DEED RECORDED AT RECEPTION NUMBER 1000017 DESCRIBES THE ADJOINING PROPERTY TO THE EAST WHEN IT WAS PART OF A LARGER PARCEL OF LAND. ITS WEST LINE BEING THE LINE FALLING 226.50 FEET FROM THE EAST LINE OF THE NW¼ SE¼. AS THE WIDTH OF THE NW¼ SE¼ IS JUST OVER 1321 FEET, AND THE LOCATION OF THE EAST ADJOINERS SAID WEST LINE HAS LONG BEEN HELD, SAID WEST LINE IS BEING HELD AS BEING IN COMMON WITH THE SUBJECT PROPERTIES EAST LINE. THIS COUPLED WITH THE MONUMENTED LOCATION OF E ½ ROAD, IS WHY DEED VERSUS MEASURED BEARINGS AND DISTANCES ARE SHOWN HEREON.

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 "E";
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.
Said parcel contains 4.88 ACRES.

SURVEYOR'S CERTIFICATION:

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



COLORADO REGISTERED LAND SURVEYOR PLS #37904

IMPROVEMENT SURVEY PLAT
GRAND JUNCTION REAL ESTATE INVESTMENTS LLC
SITUATED IN THE NW¼ SE¼ SECTION 9
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

JOB #: 2025-073 FIELD WORK: JM DRAWN BY: PC/JW
DATE: 9/25/25 DRAWING NAME: 3071 E 1/2 ROAD CHECKED BY: PC

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

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

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@cblle.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.

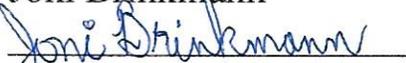
Though no specific design proposals have been provided, we suggest considering an increase in garage door height from the standard 8 feet to a minimum of 9 feet. Many residents in Mesa County own large pickup trucks and SUVs, and this adjustment would allow most vehicles to be stored in garages, rather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

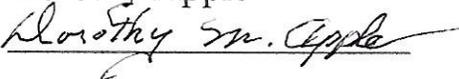
We appreciate your attention to these concerns and hope that you will consider these suggestions as you finalize the plans for Fox Grove Subdivision. Our goal is to maintain the integrity of the neighborhood while also accommodating necessary development in a way that ensures the safety and comfort of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

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

Sincerely,

Charles Erik Brinkmann


Joni Brinkmann


Dorothy Apple


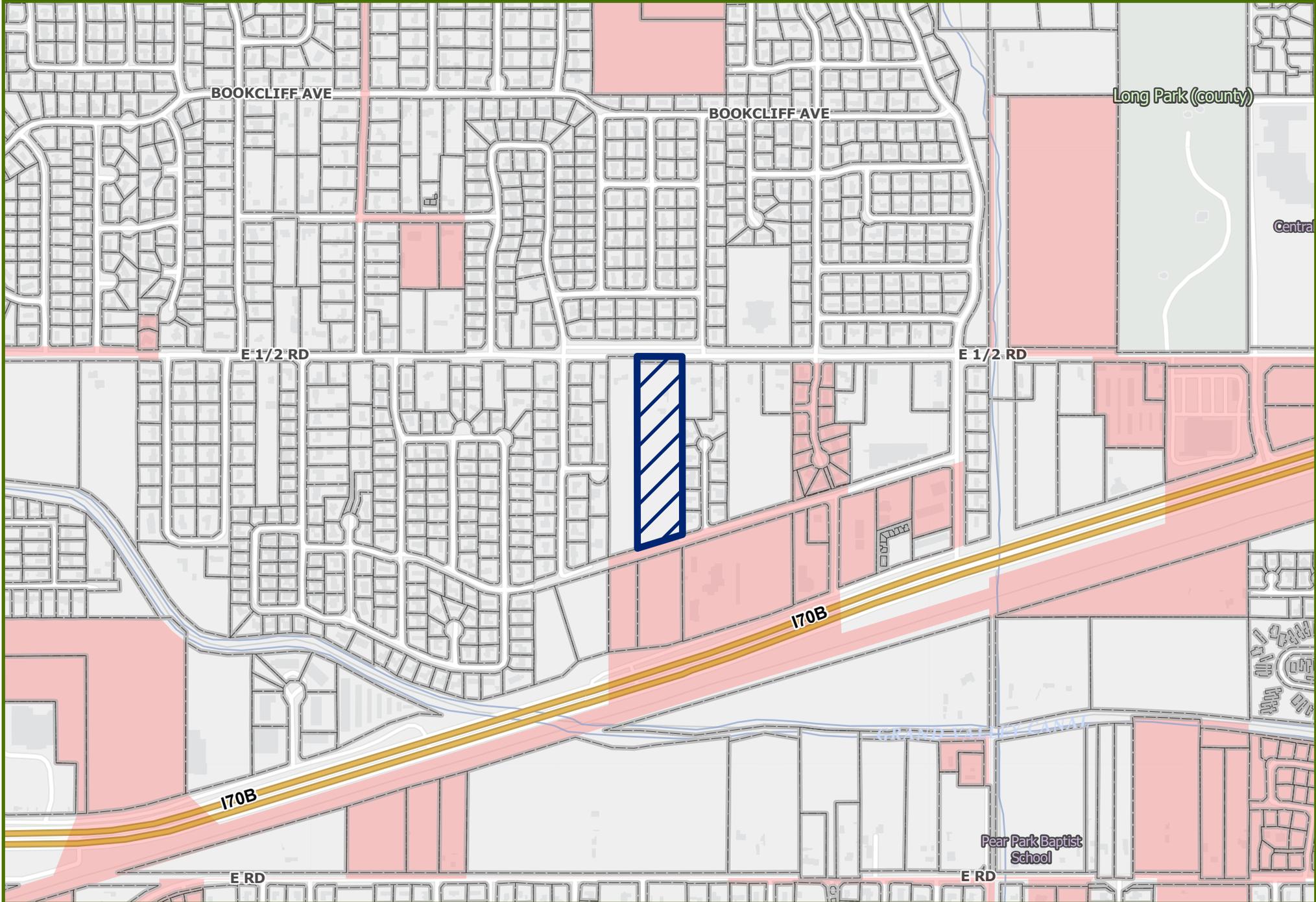
FOX GROVE ANNEXATION SCHEDULE

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

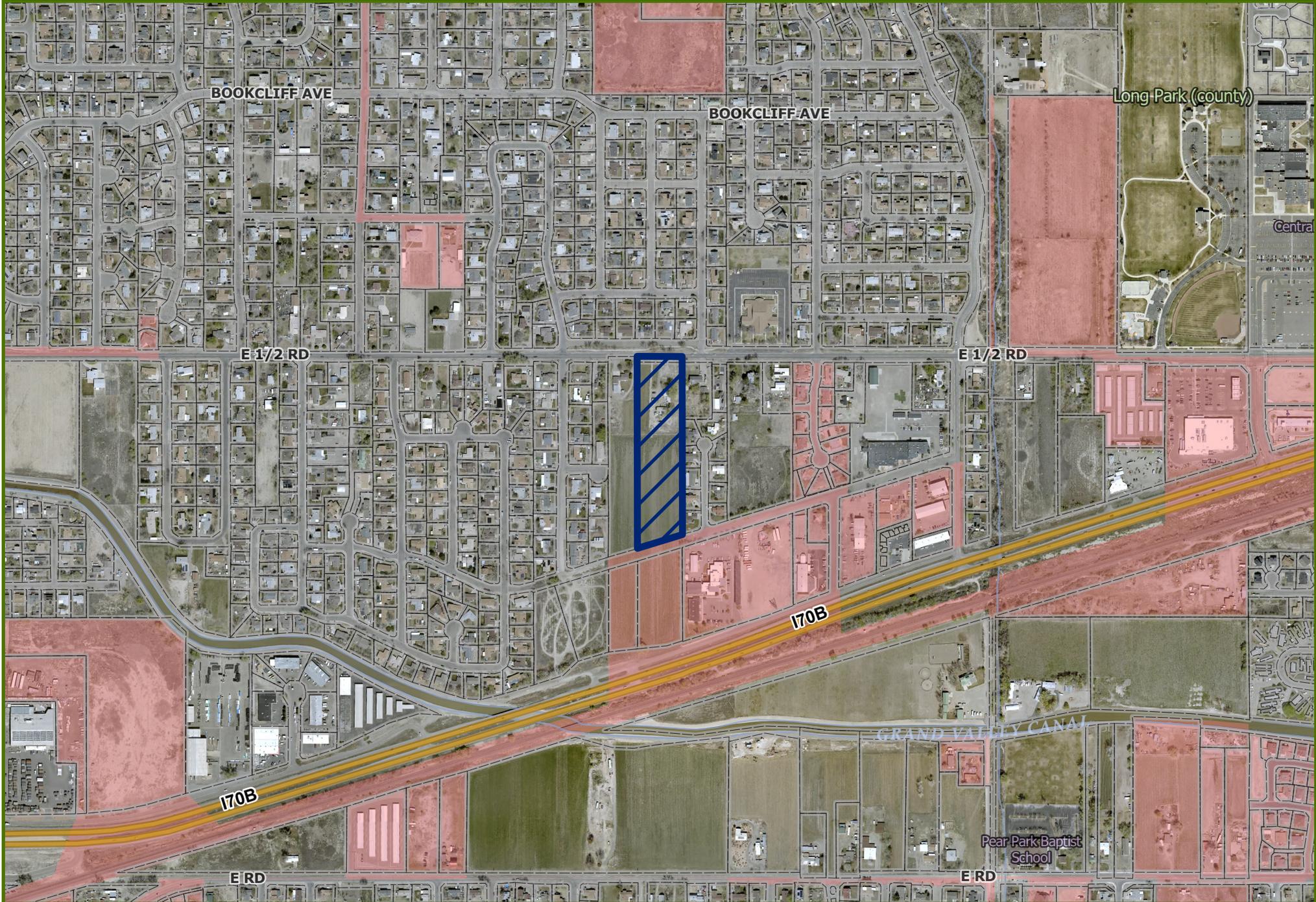


Annexation Site



City Limits

Fox Grove Annexation

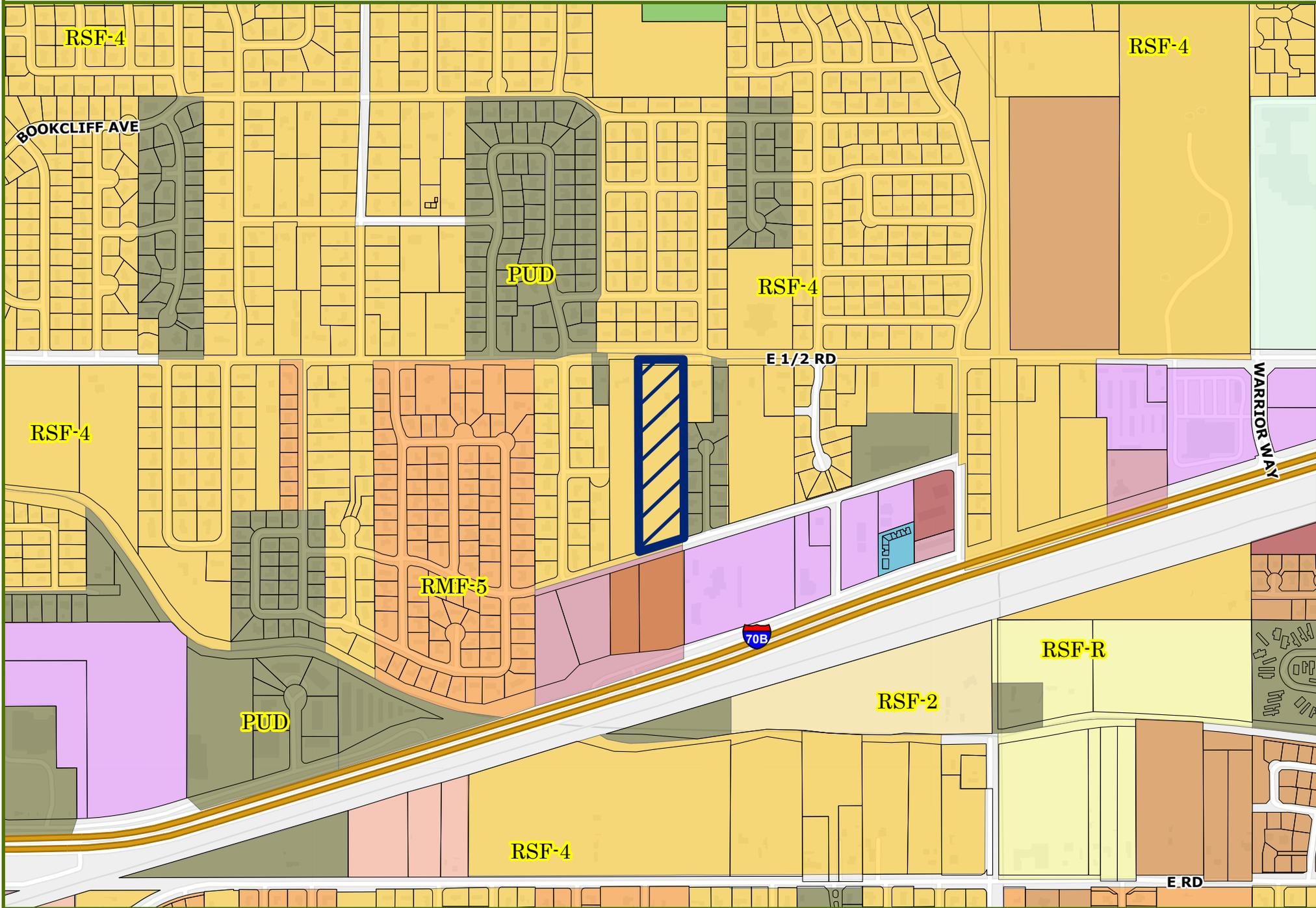


0 250 500 1,000 Feet

 Annexation Site

 City Limits

Fox Grove Annexation - Zoning



0 250 500 1,000 Feet



Annexation

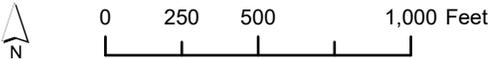
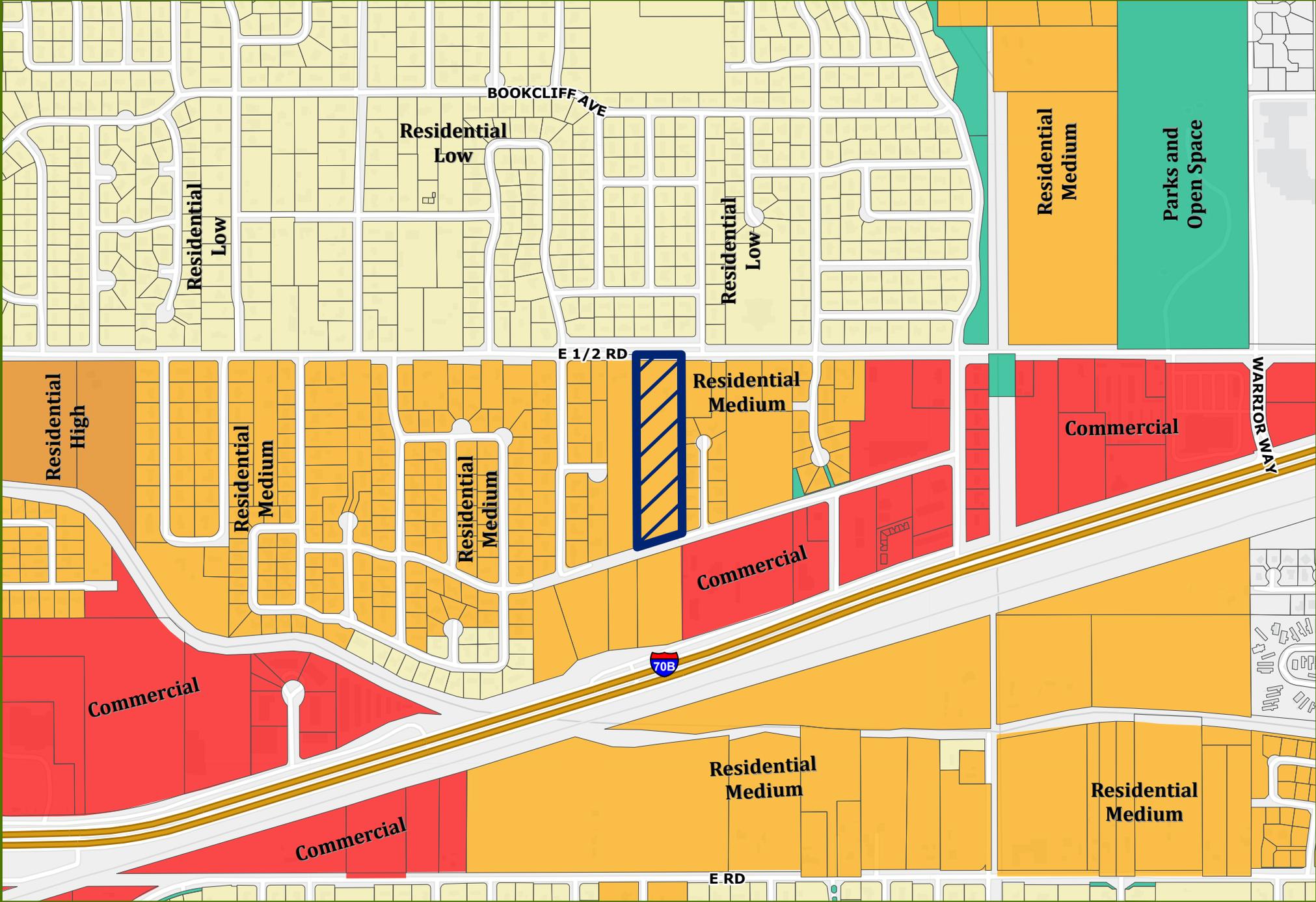
City Zoning

County Zoning

Date Created: 12/9/2025



Fox Grove Annexation - Land Use

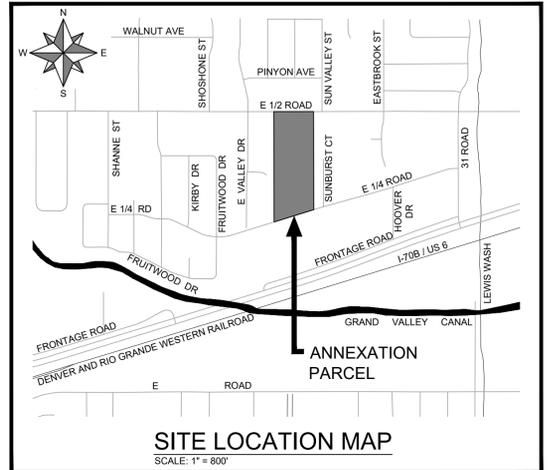
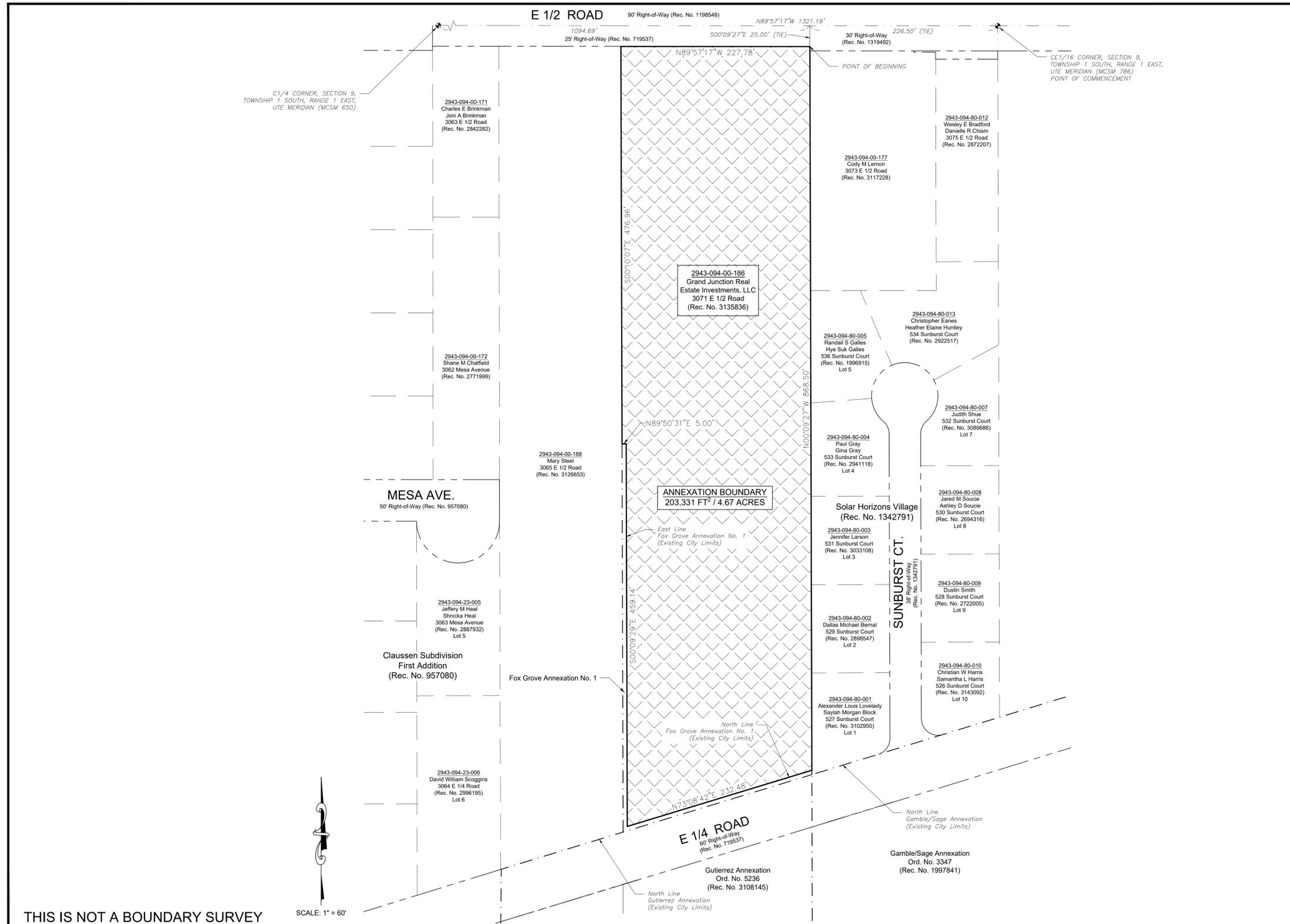


 Annexation Site
Packet Page 380

Date Created: 12/9/2025

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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 226.50 feet, thence S00°09'27"E 25.00 feet to the south right-of-way line of E 1/2 Road as dedicated by the Roy Vernon & Blossom Road Dedication plat at Reception No. 719537 and the Point of Beginning.

Running thence along said south right-of-way line N89°57'17"W 227.78 feet to the west line of the parcel described in Reception No. 3135836, thence along said west line S00°10'07"E 476.96 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 the said east line N00°09'27"W 868.50 feet to the south right-of-way line of E 1/2 Road and the Point of Beginning.

Said parcel of land containing **203,331** square feet or **4.67** acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	2,270 FT.	ANNEXATION BOUNDARY	
CONTIGUOUS PERIMETER	697 FT.	ANNEXATION AREA	
AREA IN SQUARE FEET	203,331 FT ²	EXISTING ANNEXATION LIMITS	
AREA IN ACRES	4.67 AC.	SECTION LINE	
AREA WITHIN R.O.W.	0 FT ²	RIGHT-OF-WAY ADJOINER	
	0 AC.		
AREA WITHIN DEEDED R.O.W.	0 FT ²		
	0 AC.		

SURVEY ABBREVIATIONS

POC	POINT OF COMMENCEMENT	FT ²	SQUARE FEET
POB	POINT OF BEGINNING	AC.	ACRES
R.O.W.	RIGHT OF WAY	Δ=	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 MONUMENT
REC.	RECEPTION		

ORDINANCE NO. _____

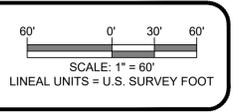
EFFECTIVE DATE _____

NOTE:
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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: 1/9/26

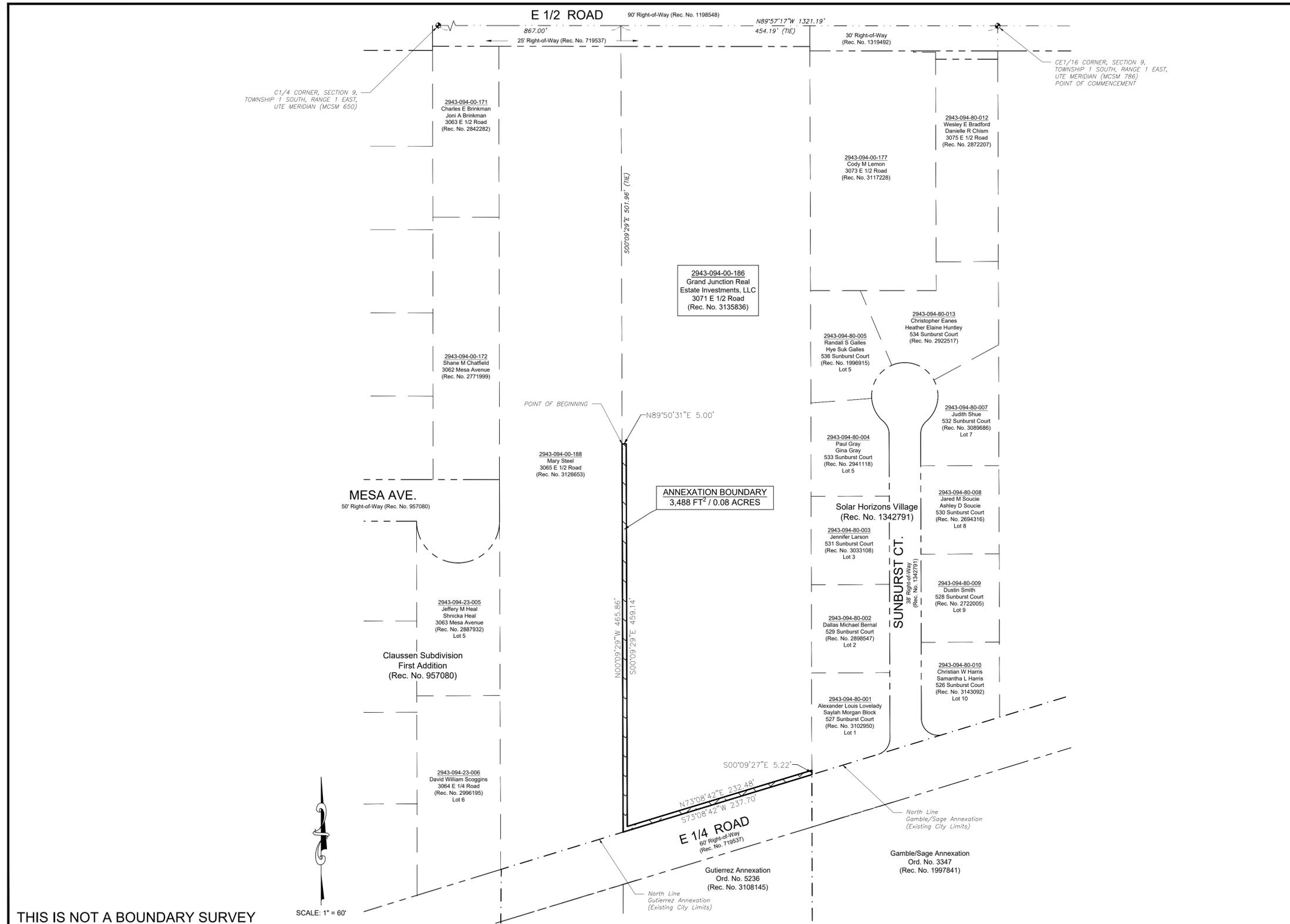


Engineering & Transportation Department
 244 North 7th Street - Grand Junction, CO. 81501
 (970) 256-4082

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

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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 454.19 feet to the extension of the west line of the parcel described in Reception No. 3135836, thence along said west line extended and west line 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 FT ²	EXISTING ANNEXATION LIMITS	
AREA IN ACRES	0.08 AC.	SECTION LINE	
AREA WITHIN R.O.W.	0 FT ²	RIGHT-OF-WAY ADJOINER	
	0 AC.		
AREA WITHIN DEEDED R.O.W.	0 FT ²		
	0 AC.		

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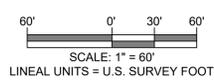
ALEXANDRE B. LHERITIER
STATE OF COLORADO - P.L.S. NO. 38464
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO 81501

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: 1/9/26



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

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE ZONING FOX GROVE ANNEXATION
TO RESIDENTIAL MEDIUM 8 (RM-8) ZONE DISTRICT**

LOCATED AT 3071 E 1/2 Road

Recitals:

The property owner has petitioned to annex their 4.75 acres into the City limits. The annexation is referred to as the "Fox Grove Annexation."

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the Fox Grove Annexation consisting of 4.75 acres from County RSF-4 (Residential Single Family – 4 District) to RM-8 (Residential Medium 8) finding that the RM-8 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 request for the RM-8 (Residential Medium 8) zone district is in conformance 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 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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 454.19 feet to the extension of the

west line of the parcel described in Reception No. 3135836, thence along said west line extended and west line 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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 226.50 feet, thence S00°09'27"E 25.00 feet to the south right-of-way line of E ½ Road as dedicated by the Roy Vernon & Blossom Road Dedication plat at Reception No. 719537 and the Point of Beginning. Running thence along said south right-of-way line N89°57'17"W 227.78 feet to the west line of the parcel described in Reception No. 3135836, thence along said west line S00°10'07"E 476.96 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 the said east line N00°09'27"W 868.50 feet to the south right-of-way line of E ½ Road and the Point of Beginning.

Said parcel of land containing 203,331 square feet or 4.67 acres, more or less.

INTRODUCED on first reading this 7th day of January 2026 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

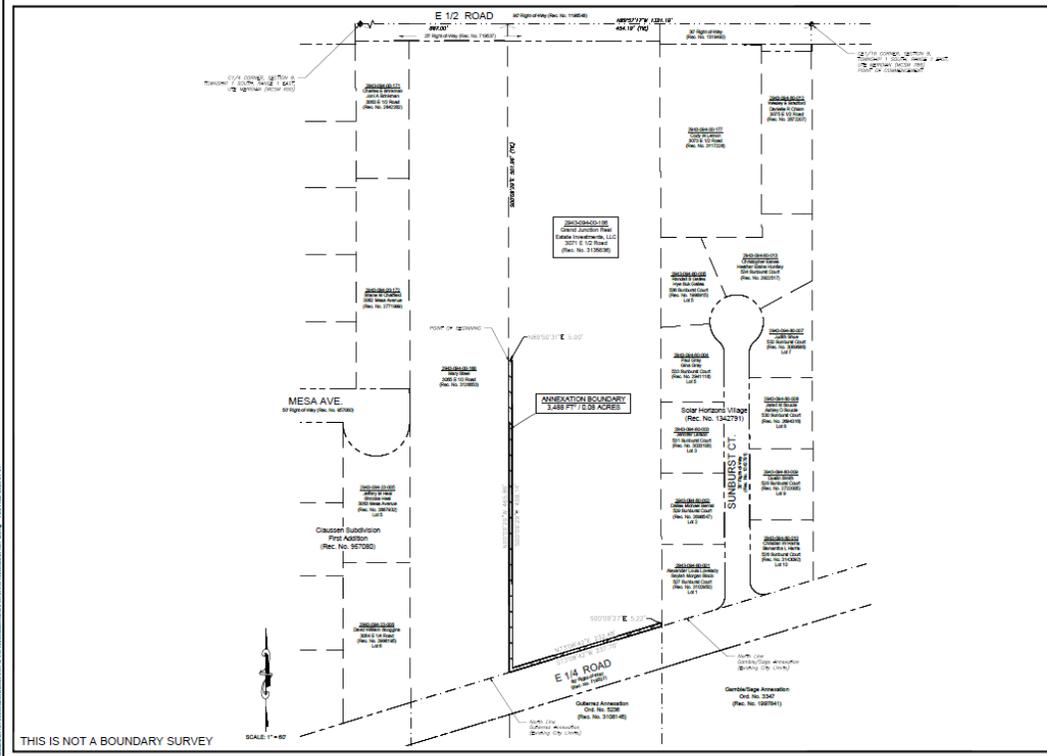
ATTEST:

Selestina Sandoval
City Clerk

EXHIBIT A

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 SW1/4 corner of said Section 9, whence the SW1/4 corner of said Section 9 bears N89°27'17" W 121.18 feet, and the NE corner of the NW1/4SE1/4 of Section 9 and the West bearing to the West Corner of said Section 9 from the above Survey Area, Running thence along said north line N89°27'17" W 45.18 feet to the extension of the west line of the parcel described in Paragraph No. 12 of said plat, thence along said west line the westerly end and west the S00°27'32" E 50.26 feet to the Point of Beginning.
 Running thence N89°27'17" E 5.05 feet, thence S00°27'32" E 48.14 feet, thence N77°01'21" E 22.48 feet to the east line of said parcel, thence along said east line the S00°27'32" E 12.22 feet to the SE corner of said parcel and the NE corner of the Annexation, thence along the south line of said parcel and the south line of the Annexation, S70°02'07" W 70.70 feet to the SW corner of said parcel, thence along the west line of said parcel N00°27'32" E 45.20 feet to the Point of Beginning.
 Total parcel of land containing 3,488 square feet of 3.88 acres, more or less.

AREAS OF ANNEXATION		LEGEND	
ANNEXATION PERIMETER	1,425.41 FT	ANNEXATION BOUNDARY	---
COTINGIOUS PERIMETER	2,072.00 FT	ANNEXATION AREA	XXXX
AREA IN SQUARE FEET	3,488 FT ²	SECTION	---
AREA IN ACRES	0.38 AC	ANNEXATION	---
AREA WITHIN R.O.W.	0 FT ²	SECTION	---
AREA WITHIN SECTED R.O.W.	0 FT ²	ANNEXATION	---
	0 AC	SECTION LINE	---
	0 AC	RIGHT-OF-WAY	---
	0 AC	ADJOINING	---

ORDINANCE NO.	EFFECTIVE DATE

NOTE:
 THE DESCRIPTIONS CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & GPS-SUPPORT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK'S RECORDS OR SURVEYOR. THIS PLAN 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.

ALEXANDER'S LICENSE
 STATE OF COLORADO, P.L.S. NO. 38464
 FOR THE CITY OF GRAND JUNCTION
 204 NORTH 17TH STREET
 GRAND JUNCTION, CO 81501

DISCLAIMER: THIS IS NOT A BOUNDARY SURVEY. SCALE: 1" = 60'

DRAWN BY:	JAS	DATE:	11/20/20
REVISIONS BY: <td>JAS</td> <td>DATE:</td> <td>11/20/20</td>	JAS	DATE:	11/20/20
CHECKED BY: <td>JSP</td> <td>DATE:</td> <td>11/20/20</td>	JSP	DATE:	11/20/20
APPROVED BY: <td>JAS</td> <td>DATE:</td> <td>11/20/20</td>	JAS	DATE:	11/20/20



Engineering & Transportation Department
 344 North 20th Street - Grand Junction, CO, 81501
 (970) 242-6163

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

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 4.75 ACRES**

WHEREAS, on the 21st day of January 2026, the City Council of the City of Grand Junction considered an amended petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the amended 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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 454.19 feet to the extension of the west line of the parcel described in Reception No. 3135836, thence along said west line extended and west line 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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 226.50 feet, thence S00°09'27"E 25.00 feet to the south right-of-way line of E ½ Road as dedicated by the Roy Vernon & Blossom Road Dedication plat at Reception No. 719537 and the Point of Beginning.

Running thence along said south right-of-way line N89°57'17"W 227.78 feet to the west line of the parcel described in Reception No. 3135836, thence along said west line S00°10'07"E 476.96 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 the said east line N00°09'27"W 868.50 feet to the south right-of-way line of E ½ Road and the Point of Beginning.

Said parcel of land containing 203,331 square feet or 4.67 acres, more or less and depicted in Exhibits A and B is and shall be duly and lawfully annexed to the City limits of Grand Junction.

INTRODUCED on first reading on the 21st day of January, 2026 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 City Council

Attest:

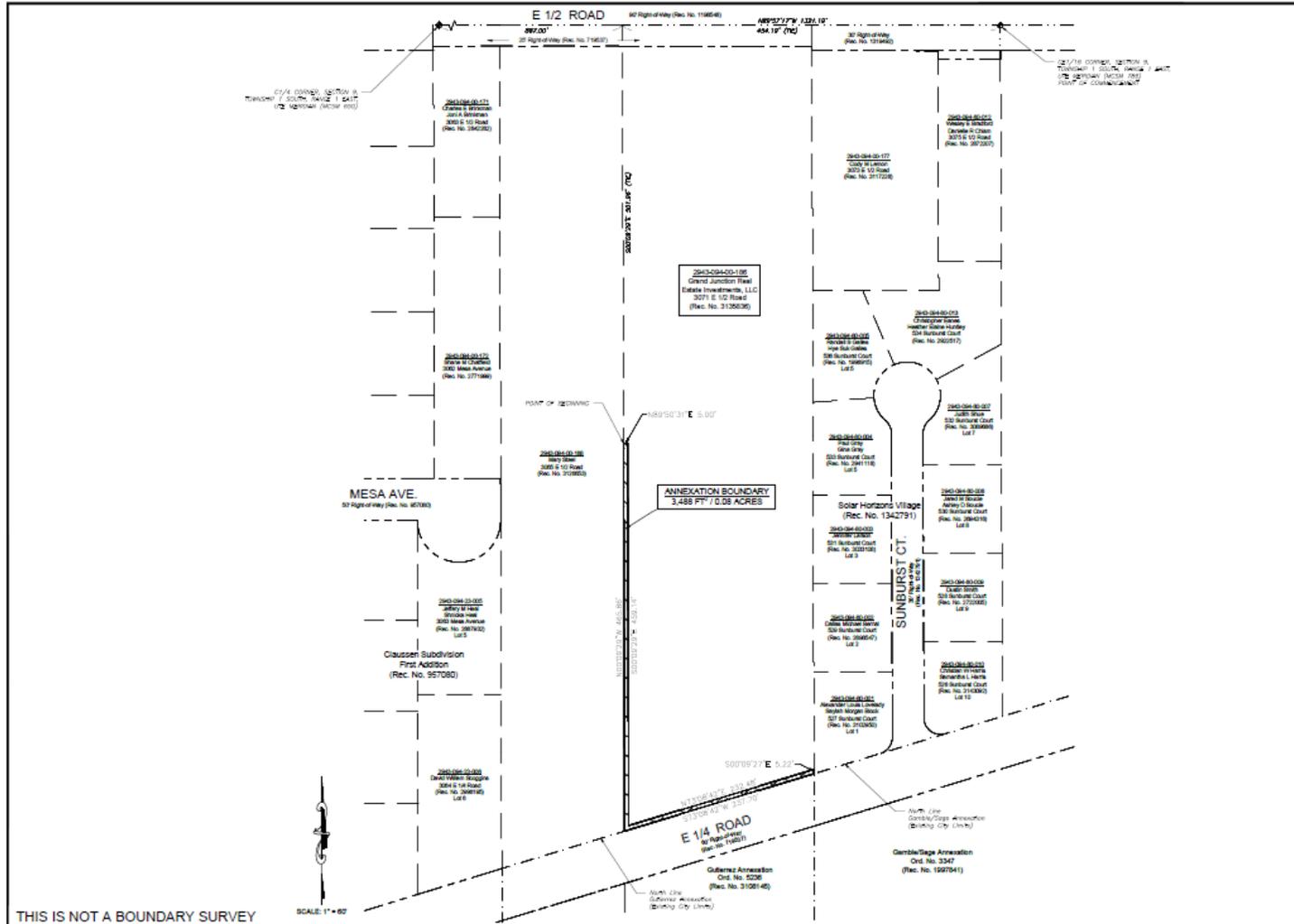
Selestina Sandoval
City Clerk

DRAFT

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 CE1/16 corner of said Section 9, whence the C1/4 corner of said Section 9 bears N89°27'17"W 1321.19 feet, said line being the north line of the NW1/4SE1/4 of Section 9 and the base of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°27'17"W 464.19 feet to the extension of the west line of the parcel described in Reception No. 3135336, thence along said west line the extended and west line S00°09'29"E 501.96 feet to the Point of Beginning.

Running thence N89°29'31"E 5.00 feet, thence S00°09'29"E 495.14 feet, thence N73°06'42"E 222.48 feet to the east line of said parcel, thence along said east line the S00°09'29"E 5.22 feet to the SE corner of said parcel and the NE corner of the Gulchman Annexation, thence along the south line of said parcel and the north line of the Gulchman Annexation S73°06'42"W 237.70 feet to the SW corner of said parcel, thence along the west line of said parcel N89°29'31"W 465.66 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	1,426.41 FT	ANNEXATION BOUNDARY	(Symbol)
CONTIGUOUS PERIMETER	237.70 FT	ANNEXATION AREA	(Symbol)
AREA IN SQUARE FEET	3,488 FT ²	EXISTING ANNEXATION LIMITS	(Symbol)
AREA IN ACRES	0.08 AC	SECTION LINE	(Symbol)
AREA WITHIN R.O.W.	0 FT ²	RIGHT-OF-WAY ADJOINER	(Symbol)
AREA WITHIN DEEDED R.O.W.	0 FT ²		

SURVEY ABBREVIATIONS		SQUARE FEET	
POC	POINT OF COMMENCEMENT	sq. ft.	SQUARE FEET
POB	POINT OF BEGINNING	sq.	CENTRAL ANGLE
R.O.W.	RIGHT OF WAY	rad.	RADIUS
SEC.	SECTION	arc	ARC LENGTH
T	TOWNSHIP	chd.	CHORD LENGTH
R	RANGE	chs.	CHORD BEARING
U.M.	UTE MERIDIAN	blk.	BLOCK
NO.	NUMBER	p.l.	PLAT BOOK
REC.	RECEPTION	bk.	BOOK
		pg.	PAGE
		mcsm	MESA CO. SURVEY MONUMENT

ORDINANCE NO. _____ **EFFECTIVE DATE** _____

NOTE: THE DESCRIPTIONS 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.

ALEXANDER B. LIEBOWITZ
 STATE OF COLORADO - P.L.S. No. 30664
 FOR THE CITY OF GRAND JUNCTION
 204 NORTH 7TH STREET
 GRAND JUNCTION, CO 81501

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DRAWN BY: ABL DATE: 11/20/25
 REVIEWED BY: ABL DATE: 12/22/25
 CHECKED BY: RBP DATE: 12/22/25
 APPROVED BY: ABL DATE: 1/26/26



Engineering & Transportation Department
 244 North 7th Street - Grand Junction, CO 81501
 (970) 245-4082

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

EXHIBIT B

DRAFT

DRAFT

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. XX-26_____

**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
FOX GROVE ANNEXATION**

**APPROXIMATELY 4.75 ACRES
LOCATED AT 3071 E ½ ROAD IS ELIGIBLE FOR ANNEXATION**

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 situate in Mesa County, Colorado,

WHEREAS, on January 21, 2026, an amended petition and an amendment to Resolution No. 81-25 were revised to exclude lands not owned by the petitioner,

WHEREAS, the City Council is considering the amended petition, as revised, for annexation to said City of the following property situated in Mesa County, Colorado, and described as follows:

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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 454.19 feet to the extension of the west line of the parcel described in Reception No. 3135836, thence along said west line extended and west line 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 north line of the NW1/4SE1/4 of Section 9 and the basis of bearings in the Mesa County Local Coordinate System for the Grand Valley Area. Running thence along said north line N89°57'17"W 226.50 feet, thence S00°09'27"E 25.00 feet to the south right-of-way line of E ½ Road as dedicated by the Roy Vernon & Blossom Road Dedication plat at Reception No. 719537 and the Point of Beginning.

Running thence along said south right-of-way line N89°57'17"W 227.78 feet to the west line of the parcel described in Reception No. 3135836, thence along said west line S00°10'07"E 476.96 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 the said east line N00°09'27"W 868.50 feet to the south right-of-way line of E ½ Road and the Point of Beginning.

Said parcel of land containing 203,331 square feet or 4.67 acres, more or less.

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

Cody Kennedy
President of the Council

ATTEST:

Selestina Sandoval
City Clerk