

To access the Agenda and Backup Materials electronically, go to [the City of Grand Junction Website](#). To participate or watch the meeting virtually register for the [GoToWebinar](#).



**CITY COUNCIL AGENDA
WEDNESDAY, JUNE 17, 2026
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming June 19, 2026, as Juneteenth in the City of Grand Junction

Honoring National Peace Corps Volunteers in the City of Grand Junction

Appointments

To the Downtown Development Authority Business Improvement District

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, June 17, 2026 or 4) submitting comments [online](#) until noon on Wednesday, June 17, 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. Summary of the June 1, 2026, Workshop
- b. Minutes of the June 3, 2026, Regular Meeting
- c. Minutes of the June 3, 2026, Special Meeting Executive Session

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Repealing and Reenacting Title 6 of the Grand Junction Municipal Code Regarding Animals and Setting a Public Hearing for July 1, 2026
 - ii. Introduction of an Ordinance Concerning the Salary of the City Manager and Setting a Public Hearing for July 1, 2026
- b. Quasi-judicial
 - i. Introduction of an Ordinance Vacating Approximately 18,629 Square Feet of 50-Foot-Wide Public Right-of-Way Along South Broadway and Approximately 1,823 Square Feet of 30-Foot-Wide Public Right-of-Way Along 23 Road, and Setting a Public Hearing on July 1, 2026

3. Procurements

- a. Police Department Replacement Chiller (HVAC)
- b. Authorize a Construction Contract for 2026 Concrete Curb, Gutter, and Sidewalk Replacement Project

4. Resolutions

- a. A Resolution Authorizing the Mayor to Sign a Letter of Support Establishing a Regional Transportation Management Organization/Association (TMO/A) within the Mesa County Regional Transportation Planning Office to Reduce Ramp Trips on the Proposed New I-70 Interchange at 29 Road
- b. A Resolution Authorizing City Manager to Sign a Construction and Cost Share Agreement and Stormwater Management Covenant for a Regional Stormwater Detention Basin to be Located at 600 28 ¼ Road with Mesa County, PSBX Cache, LLC, and VIA Real Estate LLC

- c. A Resolution to Amend the Contract for Professional Services Between the City of Grand Junction and Mesa County for Administration of the Building Portion of the Wildfire Resiliency Code and Adopting Fees
- d. A Resolution Authorizing the City Manager to Sign an Agreement Between the City of Grand Junction and the Grand Junction Sports Commission Concerning the 2018 Voter-Approved Three Percent Lodgers Tax Increase
- e. A Resolution Vacating Approximately 0.31 Acres of Two 14-foot Multipurpose Easements Along South Broadway

REGULAR AGENDA

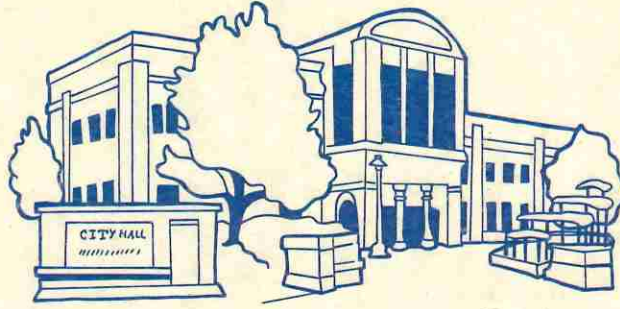
If any item is removed from the Consent Agenda by City Council, it will be considered here.

5. Non-Scheduled Comments

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

6. Other Business

7. Adjournment



City of Grand Junction, State of Colorado

Proclamation

Whereas, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

Whereas word about the signing of the Emancipation Proclamation was delayed some two-and one-half years, to June 19, 1865, in reaching authorities and African-Americans specifically in Texas and Southwestern United States; and

Whereas Juneteenth is the oldest known celebration commemorating the abolition of slavery and the emancipation of African American slaves in the United States and continues to grow within communities throughout the country, including Mesa County; and

Whereas, there are organizations in the Grand Valley, such as Black Citizens and Friends, promoting and cultivating knowledge and appreciation of African American history and culture, while encouraging equity and respect for all people and cultures; and

Whereas, the City of Grand Junction a is an inclusive community that encourages a diversity of cultural opportunities; and

Whereas, Black Citizens and Friends is hosting a Juneteenth Celebration on Saturday, June 20th, 2026 at Lincoln Park from 2:30 to 5:30 pm.

NOW, THEREFORE, I, Laurel Lutz, Mayor of the City of Grand Junction do hereby proclaim June 19, 2026, as

"Juneteenth"

in the City of Grand Junction acknowledging its significance and encouraging our community to join in this celebration of African American history.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 17th day of June, 2026.


Laurel Lutz

Mayor



City of Grand Junction, State of Colorado

Proclamation

Whereas, the Peace Corps has become an enduring symbol of our nation's commitment to encourage progress, create opportunity, and expand development at the grass roots level in the developing world; and

Whereas, since its establishment over 61 years ago, more than 240,000 Americans and dozens from Mesa County have served as Peace Corps Volunteers and trainees in 143 countries worldwide; and

Whereas, Peace Corps Volunteers have made significant and lasting contributions around the world in agriculture, food security, business and civil society development, information technology, education, health and HIV/AIDS care and prevention, youth and community development, and the environment and have improved the lives of individuals and communities around the world; and

Whereas, Peace Corps Volunteers have strengthened the ties of friendship between the people of the United States and those of other countries, and they have been enriched by their experiences overseas, have brought their communities throughout the United States a deeper understanding of other cultures and traditions, thereby bringing a domestic dividend to our nation; and

Whereas, As a people-to-people development agency, the Peace Corps has transformed lives for generations and remains a persistent global force for good.

NOW, THEREFORE, I, Laurel Lutz, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim June 17, 2026, as

"National Peace Corps Volunteers"

in the City of Grand Junction and urge all the citizens of the City to turn their attention to Commemorating President John F. Kennedy's establishment of the agency on March 1, 1961, and celebrate all the ways the Peace Corps makes a difference at home and abroad.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 17th day of June 2026.



Laurel Lutz

Mayor

**GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
JUNE 1, 2026**

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

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

Staff present: City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Deputy City Manager Kimberly Bullen, Parks and Recreation Director Ken Sherbenou, Assistant to the City Manager Johnny McFarland, Communications and Engagement Manager Kelsey Coleman, Deputy City Clerk Krystle Koehler, and City Clerk Selestina Sandoval.

1. Discussion Topics

a. 2026 Community Survey Draft Review

Staff presented the draft 2026 Community Survey, which is conducted every two years and is designed to maintain consistency with previous surveys while allowing limited updates. The primary focus of the discussion was proposed survey questions related to the future of the Orchard Mesa Pool.

Community Survey Methodology

Representatives from the survey consultant confirmed:

- The survey will remain statistically valid.
- Consistency with prior surveys is important for trend analysis.
- Minor wording adjustments can be made without compromising comparability.
- Survey length should be kept as short as possible to avoid survey fatigue.

Council also discussed several existing survey.

Orchard Mesa Pool Questions

Council reviewed four proposed pool-related questions and worked through revisions.

Key outcomes included:

- Separating questions about support for funding from questions about placing a measure on the ballot.
- Clarifying that ballot-placement questions should be answered independently of how respondents would personally vote.
- Revising language related to tax increases and debt financing.

- Removing references to forming a special district due to concerns about confusion and jurisdictional limitations.
- Eliminating a proposed question regarding future use of the site if the pool were demolished, as Council felt that decision could be addressed later if necessary.

Council ultimately reached consensus to reduce the proposed Orchard Mesa Pool section from four questions to three and directed staff to revise the wording before finalizing the survey.

b. Housing Affordability Code Task Force Request for Consultant

Staff and Housing Affordability Code Task Force representatives requested Council direction on hiring a consultant to assist with review and recommendations related to portions of the Development and Engineering Design Standards (TEDS) and portions of the land development code.

Reason for Consultant Support

Staff explained that:

- The workload associated with reviewing code changes has become significant.
- Current staffing shortages have limited the department's capacity.
- The consultant would help evaluate code barriers, draft recommendations, and accelerate progress.

The consultant would not be conducting a complete code rewrite but would focus on specific sections identified by staff and the task force.

Task Force Progress Report

Staff provided an update on completed work, including:

- ADA digital compliance revisions.
- Making pre-application meetings voluntary.
- Checklist improvements.
- Pedestrian access and connection updates.
- Clarification of code citation requirements.
- Ongoing discussions regarding irrigation easements and subdivision standards.

Several additional recommendations are expected to come forward in future Council meetings.

Consultant Selection and Funding

Council discussed:

- The consultant's role as a neutral facilitator and technical resource.
- The importance of managing project scope and costs.

- Returning to Council for approval of any consultant contract because the expense is not currently budgeted.

Council supported moving forward with the consultant procurement process and agreed that two Council representatives from the Housing Affordability Code Task Force would participate in consultant selection activities as needed.

c. Real Estate Committee Review

Council revisited the purpose and necessity of the standing Real Estate Committee.

Discussion focused on:

- Whether real estate matters could instead be handled through workshops, regular meetings, or executive sessions when legally appropriate.
- The value of having broader Council participation in significant property decisions.
- Concerns that decisions made by a smaller committee may not always benefit from the full range of Council perspectives.

Council generally supported discontinuing the standing Real Estate Committee and handling future real estate matters through existing Council meeting processes, with executive sessions used when negotiations or legal considerations require confidentiality.

2. Council Communication

- City Attorney Recruitment Update
- UTC Letter Draft will be circulated

3. Next Workshop Topics

City Manager Bennett summarized list of next workshop topics.

- Grand Valley River Corridor Initiative presentation.
- Redevelopment area discussion, including Dos Rios.
- 7th and 9th Street multimodal corridor concepts.
- Potential update regarding America 250 / Colorado 150 celebration planning.

4. Other Business

Additional discussion included:

- Requests for restroom facilities, water stations, and dumpsters near river encampments. Staff indicated no changes are planned at this time pending further Council discussion.

- Proclamation requests related to the 250th Anniversary of the Declaration of Independence. Council supported preparing a single proclamation that could be shared with multiple organizations.
- Council support for moving forward with revisions to Title VI (Animal Code) through the regular Council process.

5. Adjournment

There being no further business, the workshop was adjourned at 7:40 p.m.

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

Also present were City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Community Development Director Tamra Allen, Police Chief Matt Smith, Parks and Recreation Director Ken Sherbenou, City Clerk Selestina Sandoval, and Deputy City Clerk Krystle Koehler.

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

Public Comments

Public comments were heard from Tammy Powers and Ed Kowalski.

City Manager Report

City Manager Mike Bennett introduced the Budget Dashboard, which provides convenient access to budget documents and financial information and the Strategic Framework Dashboard, which outlines the guiding principles, priorities, and key focus areas of the City's Strategic Plan which are available on the city's website for further transparency to the public.

Boards and Commission Liaison Reports

Councilmember Beilfuss reported on the Business Incubator its 40th Anniversary Celebration, which will be held on June 4, 2026, from 4 to 10 p.m. at Ramblebine Brewing Company. He also provided updates on Historic Preservation and the Grand Valley Transit Board. Additionally, he announced that Black Citizens and Friends will host its Juneteenth Celebration on June 20, 2026, at Lincoln Park.

Councilmember Kennedy reported on the Museums of the West.

Councilmember Van Dyke also provided an update on the Business Incubator and its 40th Anniversary Celebration and noted that a ribbon-cutting ceremony for the new play area is scheduled for June 24th at 9 a.m. in the 400 block of Main Street, near Trail Life Brewing Company.

Councilmember Stout had updates regarding the upcoming Colorado Municipal League (CML) Annual Conference, which will be held June 22–25, as well as reports from the Parks and Recreation Advisory Board and the Forestry Board.

Council President Lutz gave an update on Commission on Arts and Culture.

CONSENT AGENDA

1. Approval of Minutes

- a. Summary of the May 18, 2026, Workshop
- b. Minutes of the May 20, 2026, Regular Meeting

2. Set Public Hearings

- a. Quasi-judicial
 - i. A Resolution Referring a Petition to the City Council for Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Bennett Annexation of 18.96 Acres, Located at the South End of 23 Road and Setting a Hearing for July 15, 2026

3. Procurements

- a. 2026 Purchase of 3/8" Aggregate Chips for the Chip Seal Program
- b. Sole Source Procurement – Fire Rover Fire Detection and Suppression System for the Material Recovery Facility (MRF)

4. Resolutions

- a. A Resolution Adjusting Parking Citation Escalation Schedule
- b. A Resolution Supporting Submission of a Grant Application for the 22 Road Railroad Crossing / West Side Safety Improvements Project

Councilmember Van Dyke moved, and Councilmember Kennedy seconded to adopt Consent Agenda Item #1-4. Motion carried by a unanimous voice vote.

REGULAR AGENDA

5.a.i. An Ordinance Amending Section 21.02.070 of the Zoning and Development Code Related to And Concerning Development Impact Fees and Authorization to Issue Refunds of New Fee Schedule Differences Between January 1, 2026 and the Effective Date of this Ordinance

The City contracted with TischlerBise to update its 2019 on the 5-year requisite timeline for which a new fee schedule and changes to the GJMC were adopted on April 2, 2025. The process for updating included a city-appointed stakeholder group, numerous workshops with the City Council and Planning Commission, community meetings, as well as a joint workshop between the City Council and the appointed stakeholder group. Information about the fee study including all fees, was made available throughout the process on <https://engagegj.org/impact-fees-study>. The City received from the Housing and Building Association of Western Colorado a request that the City reconsider the adopted parks fee, including the calculation, collection and tracking therein and to reconsider the timing for future fee study updates. In late 2025, the City received an additional request from the HBA to not collect the increase to the adopted parks fees that were scheduled to become effective on January 1, 2025. The request included postponing the implementation of a new fee schedule until a review of the park impact fee had been completed and Council had made a decision on whether the fees should be adjusted. The City Council held a workshop on November 3, 2025, to discuss the park fee and provided direction to staff to work on revising the methodology related to the calculation of the average cost per acre of park land. At a December 15, 2025, workshop, three options related to fees were presented, for which City Council directed staff to revise the park fee. At that time, Council also directed staff to prepare modifications to the time in which a new fee study is required to be updated, suggesting that a study only be updated periodically, as needed. Further, Council directed staff that should the council adopt a revised schedule based on TischlerBise's revised park fee, that any parks fee collected after January 1, 2026 (consistent with Ordinance No. 5250) and the effective date of a revised fee, for which a difference in fee amount exists, that difference in fee amount be refunded to the developer. The Council was again convened in a workshop on March 30th to discuss the park fee. At that time, Council provided direction to staff to advance further revisions to the park land valuation and the resulting fee, as well as provided direction in support of code changes revising the 1) the frequency for updating the fee study and 2) clarifications to the provision for fee offset specifically related to projects that had previously paid an in-lieu fee or otherwise

dedicated land for open space. That previous in-lieu fee or land dedication requirement was removed in the April 2, 2025 impact fee update and rolled into the overall park impact fee. The Planning Commission has authority to review and provide recommendations for text changes (not fees) to the GJMC. The fee table (and amount) is the exclusive purview of the City Council. This request pertains to revisions of Section 21.07.070 that would result in revisions to GJMC regarding 1) the frequency for updating the fee study and 2) clarifications to the provision for fee offset specifically related to projects that had previously paid an in-lieu fee or otherwise dedicated land for open space 3) update the fee table and 4) consideration of refunds for fees paid since January 1, 2026.

Community Development Director Tamra Allen gave a presentation and was available to answer questions from council.

Comments were heard from Councilmembers Beilfuss, Stout, Kennedy, Van Dyke, Nguyen, Ballard and Council President Lutz.

The public hearing opened at 6:01 p.m.

Public comment was heard from Stephanie Dedduang, Virginia Brown, David Hancock, Bill Findlay, Nancy Strippel, Kevin Bray, Keith Ehlers and Diane Schwenke.

The public hearing closed at 6:24 p.m.

Councilmember Kennedy moved, and Councilmember Van Dyke seconded, to adopt Ordinance No. 5325, an ordinance with the Parks land acquisition to an open space fees 75% of the maximum supportable amount as identified in the revised TischlerBise Study with all other provisions in the ordinance remaining and as presented today, regarding development impact fees and authorization to issue refunds of new fee schedule differences between January 1, 2026, and the effective date of this ordinance, on final passage and ordered final publication in pamphlet form. Motion carried by a roll call vote, 4-3 with Councilmembers Stout, Nguyen and Beilfuss voting No.

Council took a short break at 6:50 p.m.

Council resumed at 7:01 p.m.

5.a.ii. An Ordinance Amending GJMC 12.04.060 and 12.04.08 Regarding the Prohibition of Enforcement of Camping on Public Property When No Overnight Shelter is Available

Ordinance No. 4833 regarding camping on public property/public places was enacted on April 17, 2019. That Ordinance prohibited camping on public property but contained

certain exceptions. One exception is when there is no available overnight shelter. That exception was included in the Ordinance to comply with case law that existed at that time under *Martin v. City of Boise*, 920 F.3d 584 (9th Cir. 2019). In 2024, the US Supreme Court overrode the holding from *Martin* in *City of Grant's Pass, Oregon v. Johnson*, 603 U.S. 520 (2024). This Ordinance removes the requirement that there be no overnight shelter available before enforcement of the code.

Interim City Attorney Jeremiah Boies, Police Chief Smith and City Manager Mike Bennett gave a brief presentation and were available to answer questions from council.

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

The public hearing opened at 7:41 p.m.

Public comment was heard from Mark Berkley, Lindsey Weaver, Christina Hogland, Diane Birmingham, Carol Rasmussen, Max Winfield, Shi Vinlaskey, Jason Jolly, Sammy Winberg, Sam Doctor, Andy Hamilton, Andrea Hamilton, Frank Young, Stephanie Dedduang, Doug Shake, Ruth Kinnett, Lisa Fry, Donald Hunger and Reverend Nicole Campbell.

Council took a short break at 8:30 p.m.

Council resumed at 8:42 p.m.

Public comment resumed and was heard from Stephania Vasconez, Kristen Seidel, Kia Young, Levi Lavery, Kevin Cole, Dealvia Messina, Diana Tap, Bishop Walden, Madeline (no last name) Austin Garret, Makayla Vigil, and David Stuart.

The public hearing closed at 9:16 p.m.

Further comments were made by Council.

Councilmember Van Dyke moved, and Councilmember Kennedy seconded, to adopt Ordinance No. 5326, an ordinance amending GJMC 12.04.060 and 12.04.08 regarding the prohibition of enforcement of camping on public property when no overnight shelter is available on final passage and ordered final publication in pamphlet form. Motion carried by a roll call vote, 5-2 with Councilmembers Nguyen and Beilfuss voting No.

5.a.iii. An Ordinance Amending and Renewing Code Related to Rules for the River Front Trail and Adjacent Areas

Recent research into the Grand Junction Municipal code identified that the rules for the Riverfront Trail and Adjacent areas, codified as 12.08.140, expired in mid-2025.

Therefore, to enable enforcement in these areas and to preserve public safety, health and provide for positive resident experience, this agenda item asks Council to consider renewing the rules. These rules are specific to the Riverfront Trail and adjacent areas. They are compatible and complementary with the park rules that City Council adopted in 2024. Should these rules for the riverfront trail and adjacent areas be renewed, staff will update signage.

Parks and Recreation Director Ken Sherbenou gave a brief presentation and was available to answer questions from council.

Comments were heard from Councilmember Stout.

The public hearing opened at 10:05 p.m.

There was no public comment.

The public hearing closed at 10:05 p.m.

Councilmember Stout moved, and Councilmember Kennedy seconded, to adopt Ordinance No. 5327, an ordinance to renew and amend the rules and regulations for the riverfront trail and adjacent areas rules and regulations on final passage and ordered final publication in pamphlet form. Motion carried by a unanimous roll call vote.

6. Non-Scheduled Comments

Non-Scheduled comments were heard from Stephania Vasconez and Kristen Seidel.

7. Other Business

Councilmember Stout stated that she would support the city in reviewing funding related to the houseless community to determine how to best assist service providers.

8. Adjournment

The meeting adjourned at 10:11 p.m.

Selestina Sandoval, MMC
City Clerk



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

**City Hall Administration Conference Room
June 3, 2026**

Call to Order

Council President Lutz called the Special Meeting of the Grand Junction City Council to order at 4:00 p.m. on the 3rd day of June 2026.

Councilmembers Robert Ballard, (virtual), Scott Beilfuss, Cody Kennedy, Jason Nguyen, Anna Stout, Ben Van Dyke, and Council President Laurel Lutz were present.

City Manager Mike Bennett was also present.

Executive Session

Councilmember Nguyen moved, and Councilmember Stout seconded to convene into ***EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS UNDER AND PURSUANT TO SECTION 24-6-402(4)(f)(I) C.R.S. OF THE OPEN MEETINGS LAW PERTAINING TO COUNCIL PERFORMANCE REVIEW OF THE CITY MANAGER. THE CITY MANAGER HAS NOT REQUESTED DISCUSSION IN OPEN SESSION.***

It was a unanimous 7-0 vote to convene in Executive Session for the stated purpose.

Upon completion of the Executive Session, Councilmember Kennedy moved, and Councilmember Nguyen seconded to adjourn the Executive Session. The motion carried 7-0.

The Special Meeting was reconvened at 5:00 p.m.

Adjournment

There being no further business, the meeting adjourned at 5:01 p.m.

Selestina Sandoval, MMC

City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: June 17, 2026
Presented By: William Baker, Deputy Police Chief, Jeremiah Boies, Interim City Attorney
Department: Police
Submitted By: Jeremiah Boies

Information

SUBJECT:

Introduction of an Ordinance Repealing and Reenacting Title 6 of the Grand Junction Municipal Code Regarding Animals and Setting a Public Hearing for July 1, 2026

RECOMMENDATION:

Staff recommends adoption and setting a public hearing.

EXECUTIVE SUMMARY:

After Mesa County ceased providing animal control in mid-2024, the GJPD Animal Control Services Unit began operations on January 1, 2025. The Ordinance repeals and reenacts Title 6 to align the code with City-provided services by centralizing licensing with the City and consolidating Chapters 6.04, 6.08, and 6.12, while preserving existing substantive provisions (including Downtown event rules and People's Ordinance No. 30 (1956)) and penalty practices.

BACKGROUND OR DETAILED INFORMATION:

In mid-2024, Mesa County notified the City of Grand Junction and the Grand Junction Police Department (GJPD) that the County would no longer provide animal control services within the City. Historically, the City contracted with Mesa County for those services, including enforcement of the animal provisions of the GJMC; care, custody, and impoundment of animals; and associated administrative functions such as animal licensing.

Following that notice, the GJPD established an Animal Control Services Unit, which commenced operations on January 1, 2025, and has been operating since that date.

Structure and Licensing Alignment

Title 6 of the GJMC, entitled “Animals,” was structured to effectuate the City’s former arrangement with Mesa County. Under that model, animal licensing was administered by the County, and related revenues offset the County’s costs of providing animal control services. Although the City now provides those services, the current code still contemplates County administration of licenses. As a result, City residents continue to pay licensing fees to Mesa County for services delivered by the City. The proposed revision brings licensing administration into alignment with current operations by authorizing City administration of animal licensing.

Consolidation and Modernization

The current animal code is spread across three chapters—GJMC 6.04 (Animal Regulations), 6.08 (Livestock and Fowl), and 6.12 (Dogs and Cats). The proposed ordinance consolidates these provisions into a single chapter that:

- Centralizes all licensing, prohibitions, regulations, and procedures;
- Clarifies enforcement authority and processes consistent with the GJPD’s Animal Control Services Unit; and
- Updates terminology and organization for clarity and ease of use.

Continuity of Substantive Provisions

The revision preserves all functional and unique provisions of the current Title 6, including special provisions related to Downtown events and People’s Ordinance No. 30 (1956). The fine schedule, penalty assessment framework, and court-appearance requirements remain consistent with the existing code.

Fee Schedule

In conjunction with the repeal-and-reenact ordinance, a companion resolution would adopt a City fee schedule for animal control services. Previously, applicable fees were adopted by the Mesa County Board of County Commissioners as part of the County’s animal ordinance. Staff has compiled the fees necessary to implement the regulations and requirements set forth in Title 6 and included them in the proposed resolution.

FISCAL IMPACT:

This Ordinance and companion resolution setting a fee schedule will increase revenue for the City through animal licensing fees. Those fees are currently being paid to Mesa County by City residents. The fees paid to the County will now be paid to the City instead.

SUGGESTED MOTION:

I move to (adopt/deny) an ordinance repealing and reenacting Title 6 of the Grand Junction Municipal Code regarding animals, on first reading and set a public hearing for July 1, 2026.

Attachments

1. ORD - AN ORDINANCE REPEALING AND REENACTING TITLE 6 OF THE GRAND JUNCTION MUNICIPAL CODE REGARDING ANIMALS

36 their animals to prevent them from causing injuries to persons, animals, or property or
37 creating public nuisances. The regulation of dogs and other animals and the actions of
38 their owners through administrative regulation and civil and criminal enforcement is
39 necessary to protect the citizens of the City and their property. This Title 6 may be cited
40 and referred to as the "Animal Code."

41

42 6.04.020 Scope.

43 This Title, along with Title 21, are comprehensive and address many public health and
44 safety matters which may not be relevant to each animal owner within the City;
45 however, all animal owners are required to adhere to any portions of this Title that
46 address ownership of an animal and the actions of their animal.

47

48 6.04.030 Interpretation.

49 In interpreting and applying this Title, the requirements set forth herein are the minimum
50 requirements for the protection of the public health, safety, and welfare. The provisions
51 of this Title shall be liberally construed to accomplish its purposes.

52

53 6.04.040 Definitions.

54 The following words, terms and phrases, when used in this Title, shall have the
55 following meaning, unless the context clearly indicates otherwise:

56 *Abandon* means the leaving of an animal without adequate provisions for the animal's
57 proper care by its owner, the person responsible for the animal's care or custody, or any
58 other person having possession of such animal. This includes, but is not limited to,
59 leaving the animal unattended at the owner's residence for more than 24 hours,
60 depositing or dropping off an animal on public property, or on property other than that of
61 the owner or custodian, without prior permission of the property owner.

62 *Agricultural Animal* means any animal commonly kept or harbored, as a source of food,
63 hides, income through agricultural sale, as a pack animal or draft animal or for use as
64 transportation. Agricultural animal includes, but is not limited to, horses, mules, sheep,
65 goats, cattle, swine, geese, pigeons, turkeys, pea fowl, and guinea hens. In the event of
66 uncertainty concerning whether a particular animal is a species of agricultural animal
67 the presumption shall be that such animal is a species of agricultural animal until the
68 owner of such animal proves by a preponderance of the evidence to the Municipal Court
69 Judge that the animal is not a species of agricultural animal.

70 *Animal* means any living, nonhuman vertebrate or invertebrate creature.

71 *Animal Code* means this Title 6 of the City of Grand Junction Municipal Code.

72 *Animal Control Specialist* means any person designated by the City, including a law
73 enforcement officer, to enforce provisions of this Title or any other ordinances or laws of
74 the state pertaining to animals.

75 *Animal shelter* means any premise designated by the City for the purpose of boarding or
76 caring for any animal impounded under the provisions of this Title or any other
77 ordinance of the City or law of the state.

78 *At large* means to be off the premises of the owner or custodian and not under direct
79 physical control of the owner or custodian by means of a leash.

80 *Attractant* means any substance which could reasonably be expected to attract a wild
81 animal, or does attract a wild animal, including but not limited to, garbage, food
82 products, pet food, feed, grain or salt.

83 *Bite* means a wound to the skin causing it to bruise, puncture, or break.

84 *Bodily injury* means any physical pain, illness, or impairment of physical or mental
85 condition.

86 *Cat* means a domestic cat (*Felis catus*) regardless of sex.

87 *Chicken* means any member of the species *Gallus domesticus* kept for its eggs or meat,
88 excluding ducks, geese, pigeons, turkeys, pea fowl, and guinea hens.

89 *Common area* means and includes areas such as, but not limited to, the yards,
90 grounds, garden areas, play areas, clubhouses, swimming pools, walkways, common
91 garage areas, entryways, hallways, and driveways of condominiums, townhouses,
92 apartment complexes, motels, hotels and mobile home parks.

93 *Control* shall mean that the animal is on a leash, cord or chain not more than ten (10)
94 feet in length held by a person of sufficient age, size and physical ability to restrain the
95 animal. Electric leashes are specifically prohibited.

96 *Cruelty* means the act or omission to act of a person who knowingly or with criminal
97 negligence overdrives, overloads, tortures, torments, deprives of necessary sustenance,
98 unnecessarily or cruelly beats, needlessly mutilates, needlessly kills, carries or confines
99 in or upon vehicles in a cruel or reckless manner, or otherwise mistreats or neglects any
100 animal, fails to provide proper food, drink or protection from the weather or abandons it.

101 *Dangerous animal* means an animal which:

- 102 (a) Causes serious bodily injury to a person;
- 103 (b) Causes bodily injury to a person or animal on two or more occasions;
- 104 (c) Is infected with rabies;
- 105 (d) Causes bodily injury to a person or animal and the bodily injury occurs off the
106 animal owner's premises;

- 107 (e) Is at large and exhibits aggressive behavior on two or more occasions;
- 108 (f) Demonstrates tendencies that would cause a reasonable person to believe
109 that the animal would inflict bodily or serious bodily injury upon any person or
110 domestic animal while the animal is without effective and immediate control;
- 111 (g) Has engaged in a dogfighting contest with the owner's knowledge; or
- 112 (h) Has been specifically found to be dangerous by any court or jury; provided,
113 however, that an animal which attacks, terrorizes, or causes any bodily injury to a
114 person or animal in immediate response to objectively unreasonable provocation
115 shall not be found to be dangerous if the animal owner establishes such facts as
116 an affirmative defense to a charge for violation of GJMC § 6.04.180 or to the
117 satisfaction of the investigating Animal Control Specialist.

118 *Dog* means a domestic dog (*Canus familiaris*) regardless of sex.

119 *Domesticated animal* or *pet animal* means any domesticated animal commonly kept in a
120 household, excluding livestock, such as: dogs; cats; chinchillas; domestic rabbits;
121 guinea pigs; hamsters; domestic mice; domestic rats; gerbils; domestic ferrets;
122 hedgehogs; sugar gliders; canaries, finches, parakeets, doves, domesticated parrots (or
123 the like), aquarium fish; nonpoisonous amphibians; nonvenomous snakes;
124 nonvenomous invertebrates; and turtles of a species and size which is permissible
125 under state law.

126 *Duck* means a duck that has been domesticated and is kept for its eggs and meat.

127 *Emotional support animal* means a domesticated companion animal that provides
128 therapeutic benefit to an individual and is not specifically trained to address a specific
129 need of a disabled person.

130 *Estrus* means a recurring period of sexual reproductivity and fertility in many female
131 mammals; heat.

132 *Excrement* means waste matter discharged from the bowels; feces.

133 *Exotic animal* means an animal introduced from another country not normally kept as a
134 household pet or farm animal.

135 *Feed* means all provisions of edible or drinkable materials, including, without limitation,
136 bones, salt licks and water.

137 *Feral cat* means a cat that lives outside, does not have an owner, is unsocialized to
138 people, and typically avoids contact with humans. A feral cat is not domesticated, is
139 wild, and is not owned or controlled by anyone.

140 *Fowl* means geese, pigeons, turkeys, pea fowl, guinea hens, and the like. For purposes
141 of this Title, fowl expressly does not mean chickens or ducks.

142 *Habitual offender* is a person who has pled guilty to, or been found guilty of, violating
143 any provision of this chapter or any comparable municipal, County or State regulation
144 two or more times within the two-year period immediately preceding the present incident
145 and/or any dog whose owner, keeper or custodian has pled guilty to, or been found
146 guilty of, two or more violations of this chapter or any comparable municipal, County or
147 State regulations concerning the same dog within a two-year period.

148 *Harbor(ing)* means the act of keeping and caring for an animal or providing a premise to
149 which the animal is provided food, shelter or care. An individual shall be deemed to be
150 harboring an animal only if such care or provision continues for more than three
151 consecutive days.

152 *Humane trap* means a box-type trap that does not cause bodily harm to the animal
153 intended to be captured or to any other animal or person coming in contact with such
154 trap.

155 *Keeper* means any person who is in possession of, or is keeping, harboring or caring for
156 any animal.

157 *Keep(ing)* means to care for, to have custody of, to provide premises to which the
158 animal regularly returns for food and shelter, or to exercise physical control over, or to
159 have any right of property in, an animal, or to own, harbor or allow an animal to remain
160 about any premises within the City.

161 *Leash* means a chain, cord, or tether not more than 10 feet in length which is securely
162 attached to and capable of restraining the animal.

163 *Mistreatment* means every act or omission to act which causes or unreasonably permits
164 the continuation of unnecessary or unjustifiable pain or suffering.

165 *Neglect* means failure to provide food, water, protection from the elements, or other
166 care generally considered to be normal, usual and accepted for an animal's health and
167 well-being consistent with the species, breed and type of animal.

168 *Owner* means any person, or person acting as custodian, partnership, corporation, or
169 an agent of the foregoing, who owns, co-owns, possesses, keeps, harbors, or who has
170 control or custody of an animal; or the person named as owner in current animal
171 licensing records or on the dog identification license or rabies tag; or any parent,
172 guardian or legal custodian of any unemancipated child under 18 years of age, which
173 child owns, co-owns, possesses, keeps, harbors, or has control or custody of an animal.

174 *Person* means any natural person, corporation, partnership, association, or other entity.

175 *Pet animal facility* means any place or premise used in whole or in part, for the keeping
176 of pet animals for the purpose of adoption, breeding, boarding, day care, grooming,
177 handling, selling, sheltering, trading, or otherwise transferring such animals, as more set
178 forth in the Pet Animal Care and Facilities Act ("PACFA"), C.R.S. §§ 35-80-101 through
179 35-80-117 as amended. "Pet animal facility" also includes keeping any individual

180 animals for breeding stock. "Pet animal facility" shall not mean a common carrier
181 engaged in intrastate or interstate commerce. For purposes of this Title, two (2) or more
182 animal facilities that have the same or a similar purpose and operate from one (1) place
183 or premises shall be considered a single pet animal facility.

184 *Premises* means property owned, leased, or expressly permitted to be used by an
185 owner; or any confined area or locality such as a residence, business, room, shop,
186 building, or motor vehicle in which the animal's presence is authorized by the owner of
187 the premises. The term "premises" includes the open bed of a motor vehicle.

188 *Proper enclosure* means a structure which:

- 189 (a) Prevents the entry of young children;
- 190 (b) Prevents the animal from escaping.
- 191 (c) Has secure sides and a secure top or secure sides which are of sufficient
192 height to prevent the animal from escaping;
- 193 (d) Has sides that are constructed at the bottom to prevent the animal's escape
194 by digging under the sides.
- 195 (e) Provides appropriate protection from the elements for the animal.
- 196 (f) Complies with all zoning and building ordinances/regulations of the City.
- 197 (g) Must be kept in a clean and sanitary condition.
- 198 (h) Must be approved by an Animal Control Specialist

199 *Provocation* means harassment, teasing, threatening, striking, or attacking an animal or
200 its owner in the animal's presence, by either a person or another animal, which is
201 objectively unreasonable to an ordinary person. "Provocation" shall not include the
202 lawful presence of an individual or animal in close proximity to but not within or upon
203 property of another, or where a dog is tied, kept, kenneled or harbored.

204 *Public nuisance* means and includes any dog whose owner, keeper or custodian has
205 been charged with three or more violations of this title concerning the same dog within a
206 two-year period.

207 *Public safety risk* means any action or lack of action by an owner or dog that could
208 actively or inadvertently cause injury, death or illness to a person or animal.

209 *Rabies vaccination* means inoculation of a domestic animal with an anti-rabies vaccine
210 approved by the Mesa County Health Department or similar agency and administered
211 by a licensed veterinarian. The vaccination shall be valid for the period of time specified
212 in writing by the veterinarian for the specific vaccine used.

213 *Serious bodily injury* means bodily injury which, either at the time of the actual injury or
214 at a later time, involves a substantial risk of death, a substantial risk of serious

215 permanent disfigurement, a substantial risk of protracted loss or impairment of the
216 function of any part or organ of the body, or breaks, fractures, or burns.

217 *Service animal* means a dog or miniature horse that has been individually trained to do
218 work or perform tasks for the benefit of an individual with a disability. Other species of
219 animals, whether wild or domesticated, trained or untrained, are not service animals for
220 the purposes of this definition.

221 *Spay or neuter* shall mean to render permanently incapable of producing offspring.

222 *Stray animal* means any animal for which there is no identifiable owner.

223 *Tether* means to tie up or chain to a fixed or heavy inanimate object so as to restrict the
224 free movement of any animal to a distance no greater than the length of its leash or
225 chain.

226 *City* means the City of Grand Junction as a municipal corporation or the territory
227 contained therein, as the context dictates.

228 *Wild animal* shall mean all wildlife, including, but not limited to, bears, coyotes, foxes,
229 wolves, mountain lions, opossums, raccoons, skunks, squirrels, raptors, all game
230 animals, and all other species of animals, which exist in their natural, unconfined state
231 and are usually not domesticated.

232

233 6.04.050 Powers and duties of Animal Control Specialists.

234 (a) Animal Control Specialists shall have the power and duty to enforce all Sections of
235 this Title pertaining to animals. In the furtherance of such duties, such specialists may
236 issue, sign and serve penalty assessments or summons and complaints to enforce the
237 provisions of this Title.

238 (b) Animal Control Specialists shall keep accurate and detailed records of the
239 impoundment and disposition of all animals coming into custody, and of all reports of
240 any animal bites reported to such specialists.

241 (c) It shall be lawful for any Animal Control Specialist to go upon private property to
242 capture any animal to be impounded for, or to investigate any report of a violation of this
243 Title, when:

244 (1) The Animal Control Specialist has obtained consent of the person in
245 possession of the property.

246 (2) The Animal Control Specialist has obtained a search warrant pursuant to Rule
247 241 of the Colorado Municipal Court Rules.

248 (3) The Animal Control Specialist is in pursuit of an animal which the Specialist
249 has probable cause to believe is, or has been, running at large.

250 (4) The Animal Control Specialist is in pursuit of an animal which the specialist
251 has probable cause to believe has caused injury to a person or other
252 domesticated animal.

253 Nothing in paragraphs (c)(3) or (c)(4) of this Section shall be deemed to
254 authorize entry into any enclosed building or fenced area on private property.

255 (d) If an affidavit has been submitted to the Municipal Court Judge which satisfies the
256 Judge that an animal which is the subject of a violation of this Title is located within the
257 City and that the animal either poses a clear and present danger to the health, general
258 welfare or safety of other persons or animals or is suffering extreme neglect or cruelty,
259 the Municipal Court Judge may issue a search warrant pursuant to Rule 241 of the
260 Colorado Municipal Court Rules for an Animal Control Specialist or a law enforcement
261 officer to enter a premise and seize the animal. The owner of the animal may request a
262 hearing concerning any such order for seizure entered pursuant to this Section by filing
263 an appropriate motion pursuant to applicable rules in the Colorado Municipal Court
264 Rules. Whenever an animal is seized by order of the Municipal Court or other court, the
265 animal shelter shall not adopt out, donate or euthanize the animal unless such action is
266 permitted by a subsequent order of the same court which ordered the initial seizure.

267 (e) Notwithstanding paragraph (c)(2) above, if an Animal Control Specialist has
268 reasonable cause to believe that the keeping or harboring of any animal is so
269 hazardous, unsafe or dangerous as to require immediate inspection to safeguard the
270 animal or the public health or safety, the Animal Control Specialist shall have the right to
271 immediately enter and inspect the property or vehicle in or upon which the animal is
272 kept, and may use any reasonable means required to effect such entry and make such
273 inspection, whether the property or vehicle is occupied or unoccupied and whether
274 permission to inspect has been obtained or not. If the property or vehicle is occupied,
275 the Animal Control Specialist shall first present proper credentials to the owner or
276 occupant of the property or vehicle and demand entry, explaining his or her reasons
277 therefore and the purpose of the inspection. Such entry shall be solely for the purpose
278 of abating the violation, and no evidence obtained during or as a result of such entry
279 shall be admissible for purposes of prosecution.

280

281 6.04.060 Interference.

282 (a) It shall be unlawful for any person to interfere with, molest, hinder or obstruct the
283 Animal Services Officer or any other City employee or official in the discharge of the
284 official's duties under this title.

285

286 (b) It shall be a misdemeanor for any person to refuse to identify themselves with their
287 legal name, address, and date of birth when requested by an Animal Control Specialist
288 when the Specialist has reasonable suspicion of any violation of this Title.

289

290 6.04.070 Prosecution.

291 (a) For the purpose of prosecuting any violation of this Title, it shall not be necessary in
292 order to obtain a conviction to prove knowledge or notice on the part of the owner of the
293 animal in question that said animal was violating any of the Sections of this Title at the
294 time and place charged. The purpose of this Section is to impose strict liability upon the
295 owner of any animal for the actions, conduct and condition of such animal, unless the
296 violation specifically provides otherwise.

297 (b) Each separate day, or any portion thereof, during which such violation of this Title
298 occurs or continues shall constitute a separate offense and, upon conviction thereof,
299 shall be punishable as provided in this Title.

300

301 6.04.080 Licensing, collar and tags or microchip required.

302 (a) Dog license required.

303 (1) It shall be unlawful for any owner of any dog, over the age of four (4) months,
304 or within thirty (30) days of acquisition of said dog, whichever occurs last, to fail
305 to obtain a license for such animal as required by this Section.

306 (2) Application for a dog license shall be made to Grand Junction Police
307 Department, or to such agents as designated by Grand Junction Police
308 Department. Dog licenses and tags shall be issued, renewed, replaced and
309 expired in accordance with the application requirements.

310 (3) The license fee, including the fee for replacement licenses, shall be in an
311 amount as set by resolution of the City Council.

312 (4) It shall be unlawful for any person to own, keep, or harbor any dog that has
313 not been licensed, or for any person to fail to produce proof that the animal is
314 currently licensed, as required by this Section, when requested by an Animal
315 Control Specialist.

316 (5) It is unlawful for any person to affix to the collar, or harness of any dog, or
317 permit to remain affixed, a dog license tag for any other dog or to display such a
318 tag to an Animal Control Specialist.

319 (b) Collar and tags or microchip required.

320 (1) It is unlawful for any person to own, keep, or harbor any dog that must be
321 licensed pursuant to this Section (a), which is not displaying a current dog license
322 tag affixed to a collar or harness worn on the dog.

323 (2) It is unlawful for the owner of any dog within the City to fail to cause such dog,
324 while off the premises of such owner to either:

325 (i) Wear at all times a collar or harness with a tag made of durable
326 material with legible and current identification attached thereto containing
327 words, numbers or a combination thereof, which enables the Animal
328 Control Specialist to readily ascertain the name, current home address,
329 and current home telephone number, of the owner and a valid current
330 rabies tag attached thereto, which tag shall be furnished by a veterinarian,
331 the number of such tag corresponding with the number of the rabies
332 certificate issued to the owner of the dog; or

333 (ii) Have a microchip surgically implanted into such dog or other similar
334 type of identification in lieu of wearing a name tag which enables an
335 Animal Control Specialist to readily ascertain the name, current home
336 address, and current home telephone number of the owner and a valid
337 current rabies tag. It shall be the responsibility of the owner or keeper of
338 such animal to ensure their information within the microchip database is
339 accurate at all times.

340 (3) It is unlawful for any person to possess or make use of a stolen, counterfeit or
341 forged license certificate or license tag.

342 (4) Dog license certificates and license tags are not transferable. It is unlawful
343 for any person to attach or cause to be attached any license tag to any dog other
344 than the dog for which the tag was originally used.

345 (5) Any dog found without the requirements identified in this Section A or B, may
346 be seized and impounded by the Animal Control Specialist.

347

348 6.04.090 Disease/rabies control.

349 (a) No domesticated animal afflicted with a contagious or infectious disease shall be
350 allowed to run at large or to be exposed in any public place whereby the health of any
351 person(s) or animal(s) may be affected, nor shall such diseased animal be shipped or
352 removed from the premises of the owner except under the supervision or approval of an
353 Animal Control Specialist to secure disposition of any diseased animal and such
354 treatment of affected premises as to prevent the communication and spread of the
355 contagion or infections, except in cases where the state health director is empowered to
356 act.

357 (b) It shall be unlawful for any owner of a dog or cat four (4) months of age or older, or
358 any domesticated animal capable of transmitting rabies, to fail to have such animal
359 vaccinated against rabies. All dogs and cats shall be vaccinated at four (4) months of
360 age and revaccinated thereafter at the expiration of the validity of the vaccine used, as
361 shown on the written document prepared by a licensed veterinarian. The vaccination
362 shall be valid for the period shown on the document. Any person moving into the City

363 from a location outside the City shall comply with this Section within thirty (30) days
364 after having moved into the City.

365 (c) It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to
366 exhibit a copy of the certificate of vaccination upon demand to any person charged with
367 the enforcement of this Section. A current rabies tag should be attached to a collar,
368 harness or other device and shall be worn by the vaccinated dog or cat at all times.

369 (d) It shall be unlawful for any person to own, keep or harbor any dog or cat that has not
370 been vaccinated against rabies, as provided herein, or that cannot be identified as
371 having a current vaccination certificate.

372 (e) Rabies vaccination certificates and tags are not transferable and cannot be used for
373 any animal other than the animal that received the vaccination and for which the
374 certificate was originally issued.

375 (f) The owner of a dog or, cat may request an exemption to the vaccination provisions if,
376 for medical reasons, a dog or cat cannot be vaccinated. In this event, a dog or cat
377 owner must submit an affidavit from a licensed veterinarian stating the reasons why the
378 dog or cat is unable to be vaccinated.

379

380 6.04.100 Limits on dogs and cats.

381 (a) It shall be unlawful for any person to own, keep or harbor more than three (3) dogs
382 that are four (4) months of age or older on any premises.

383 (b) It shall be unlawful for any person to own, keep or harbor more than three (3) cats
384 that are four (4) months of age or older on any premises.

385 (c) Only one (1) litter of offspring of an age of six (6) months or less may be kept on any
386 premises at any given time.

387 (d) Limitations on the number of dogs and cats does not apply to Animal Shelters, as
388 defined in Section 6.04.040.

389

390 6.04.110 Animals running at large.

391 (a) It shall be unlawful for the owner, keeper, or harbinger of any animal to permit the
392 same to run or go or be at large on any street, public place, within the City or upon the
393 premises of any other person without permission of such other person, unless the
394 animal is accompanied by a person and is under control, as defined in this Title. This
395 does not apply to cats, as they are free roaming animals.

396 (b) It shall be unlawful to tether any animal on any property other than that of the owner
397 without permission of the property owner or occupant or to allow any animal tethered on

398 the property of the owner to have access to property other than that of the animal
399 owner.

400 (c) In addition to any other remedy provided by the City to prohibit the running at large
401 of an animal, any animal running at large may be seized and impounded pursuant to
402 this Section. This does not apply to cats, as they are free roaming animals.

403 (d) It shall be unlawful for any owner or keeper to fail to securely confine any unspayed
404 animal in the state of estrus (heat), in a house, building or proper enclosure, in such a
405 manner that such animal cannot come in contact with another animal except for planned
406 breeding, and such that the animal does not create a nuisance by attracting other
407 animals. When outside on the property of the owner for metabolic waste elimination, the
408 animal must be physically restrained on a hand-held leash or confined in a fenced yard.
409 Owners or keepers who do not comply may be ordered to remove the animals in heat to
410 a boarding kennel, veterinary hospital or animal shelter. All expenses incurred as a
411 result of the confinement shall be paid by the owner of the animal. Failure to comply
412 with the removal order shall be a violation of this Section and the animal shall then be
413 impounded as prescribed in this Title.

414 (e) Dogs may be off leash in a designated, enclosed dog park, if accompanied by a
415 person capable of managing the animal off leash.

416 (f) Sick or injured animals found on public property shall be presumed to be running at
417 large and may be impounded and provided any necessary veterinary medical treatment.
418 If the animal is significantly injured or sick, such that recovery is improbable, the animal
419 may be humanely destroyed, in order to avoid further pain and suffering by the animal,
420 without liability to the City, animal shelter, their employees, officers, or agents, or to any
421 veterinarian examining, diagnosing, or treating the animal. An Animal Control Specialist
422 shall make a reasonable attempt to contact the owner or keeper of an injured animal
423 that is treated or impounded. The owner of such animal shall be liable for all expenses
424 associated with the treatment or impoundment.

425 (g) It shall be prima facie evidence that a dog is running at large if the dog is out of its
426 owner's, harborers or keeper's sight, or if the dog goes upon public or private property
427 without the owner's, manager's or keeper's consent.

428

429 (h) A dog may be off leash and otherwise at large while actually working livestock,
430 locating or retrieving wild game in a lawful season for a licensed hunter, assisting law
431 enforcement officers or participating in an organized training class, dog show,
432 obedience trial or event in which the dog is participating and/or is entertainment. The
433 livestock and locating or retrieving wild game exceptions shall not apply in:

434 Downtown Grand Junction: defined as the area bounded on the east by 12th Street and
435 on the west by First Street; and on the north by the north side of the pavement of Grand
436 Avenue, and on the south by the south side of the pavement of Colorado Avenue; or

437 The North Avenue corridor: defined as the area one-half block north and south of North
438 Avenue, from First Street on the west to 29 Road on the east.

439

440 6.04.120 Animals at Downtown Events

441 (a) No animal owner, or any person who harbors an animal, shall permit his animal to
442 be at, in or within the permitted area of any special event(s) in downtown Grand
443 Junction unless prior written permission is granted by the City or the Downtown
444 Development Authority (“DDA”) allowing the animal(s) to be present within the permitted
445 area of the event. Physical or mechanical confinement of the animal is not a defense to
446 prosecution under this section. Service dogs and police canines shall be exempt from
447 this section. For purposes of this section special events are those activities which hold a
448 valid permit issued by the City or the DDA .

449 (b) The City or the DDA or an event promoter authorized by the City or the DDA may
450 allow animals at any event or may as part or all of an event authorize an organized
451 race, exhibition and/or parade, training class(es), show(s) or obedience trial or similar
452 activities or entertainment involving animals.

453 (c) Downtown Grand Junction is defined as the area bounded on the east by 12th Street
454 and on the west by First Street; and on the north by the north side of the pavement of
455 Grand Avenue, and on the south by the south side of the pavement of Colorado Avenue

456 6.04.130 Injuring or Meddling with Police Dogs.

457

458 (a) It shall be unlawful for any person to willfully or maliciously torture, torment, beat,
459 kick, mutilate, injure, disable or kill any dog, including a guard dog, used by a law
460 enforcement agency within the City in the performance of the functions and duties of
461 such agency, or to unwarrantedly interfere or meddle with any such dog while being
462 used by such agency or any member thereof in the performance of any of the functions
463 or duties of such law enforcement agency or of such members.

464 (b) Interference or meddling with a law enforcement dog includes yelling, barking at, or
465 otherwise distracting by noise, whether yelling or speaking to the canine while he is
466 located inside or outside the law enforcement vehicle. Unsolicited physical touching or
467 throwing objects at or near the dog shall also be included. These examples are inclusive
468 but not limitations.

469

470 6.04.140 Failure to Control.

471 No owner of a dog or dangerous animal shall fail to prevent it, without provocation, from:

472 Causing serious bodily injury to any person or animal, including pets, domestic
473 livestock, fowl or wildlife. No owner of a dog or dangerous animal shall fail to prevent it
474 from causing bodily injury to or biting any person or animal, including pets, domestic
475 livestock, fowl or wildlife;

476

477 Causing damage to the person or property of another; or

478

479 Threatening livestock, pet animal(s), or person(s) by chasing, pursuing, worrying, biting,
480 attacking, or harassing in any threatening manner while at large.

481

482 Provocation is not a defense to this section where the response of the dog or dangerous
483 animal is not in proportion to the claimed act of provocation.

484

485

486 6.04.150 Removal of animal excrement; damage to property.

487 Proper disposal of animal solid waste is necessary to protect public health, safety and
488 welfare.

489 (a) It shall be unlawful for any owner or keeper of any animal to refuse or fail to remove
490 promptly excrement deposited by said animal upon any common thoroughfare, street,
491 sidewalk, play area, park, other public property, or any private property when
492 permission of the owner or tenant of said property has not been obtained.

493 (b) It shall be unlawful to place animal excrement in storm sewers, or to dispose of
494 excrement in any manner except by depositing it in a toilet or a receptacle ordinarily
495 used for garbage and covered by a lid, or in an otherwise lawful and sanitary manner.

496 (c) When walking an animal off an owner's property, such owners or keepers are
497 required to have in their possession a viable means by which to pick up and remove
498 their animals' excrement.

499 (d) It shall be unlawful to fail to remove promptly all excrement from private property,
500 including the premises of the owner of an animal or any other person consenting to the
501 deposit of such waste on his or her premises, or to fail to place such waste in a closed
502 container or to fail to remove the contents of said containers from the City as necessary
503 to prevent such contents from becoming a nuisance.

504 (e) It shall be unlawful to fail to maintain the premises upon which animals are kept in a
505 clean and sanitary condition. It shall be a violation of this section if the animal is kept in

506 a premises which constitute a public nuisance as defined by section 6.04.170 of this
507 Animal Code.

508 (f) It shall be unlawful for any owner of any animal to permit said animal, whether or not
509 it is running at large, to destroy, damage or injure any shrubbery, plants, flowers, grass,
510 lawn, fence or anything whatsoever upon any public premises or private premises
511 owned or occupied by a person other than the owner of said animal.

512

513 6.04.160 Reporting animal bites and confinement.

514 (a) The owner or keeper of any domesticated animal that has bitten any person so as to
515 cause break in the skin shall immediately advise an Animal Control Specialist or law
516 enforcement officer of the incident. Any such animal shall be immediately confined for a
517 period of ten (10) days or longer on the advice of the Animal Control Specialist,
518 attending veterinarian or the Health Department or Health Officer. Confined animals
519 shall have no contact with the public, and it is unlawful for any person to remove any
520 confined animal from the designated quarantine location. As they are not considered to
521 be transmitters of the rabies virus, bites inflicted by domesticated rodents, rabbits,
522 reptiles or fowl need not be reported pursuant to this Section.

523 (b) Confinement may be on the premises of the owner or keeper if deemed appropriate
524 in the discretion of the Animal Control Specialist, attending veterinarian or Health
525 Department, or Health Officer but the animal must remain within the City for a minimum
526 of ten (10) days. If not confined on the premises of the owner or keeper, confinement
527 will be at the animal shelter site or any veterinary hospital or boarding kennel within the
528 City limits. Such confinement shall be at the expense of the owner or keeper. In the
529 case of an animal whose owner or keeper cannot be located, such confinement shall be
530 at the animal shelter. If the animal is confined on the owner's premises, an Animal
531 Control Specialist may make frequent checks to determine the condition of the confined
532 animal.

533 (c) The owner or keeper of any animal that has been reported as having inflicted a bite
534 causing a break in the skin of any person shall, on demand of an Animal Control
535 Specialist, produce said animal for examination and confinement, as prescribed in this
536 Section. It is unlawful to give away, sell or remove any such animal from the City or to
537 destroy such animal before it is properly confined by an Animal Control Specialist. It
538 shall be unlawful for the owner of any such animal to fail or refuse to produce the animal
539 on demand, and any such failure or refusal shall subject the owner to immediate arrest
540 if there shall exist probable cause to believe that the animal in question has inflicted a
541 bite upon a person and that the owner is harboring or keeping the animal and willfully
542 refusing to produce the animal upon such demand. Upon arrest, the owner shall be
543 taken by an Animal Control Specialist before a judge of the Municipal Court, who may
544 order the immediate production of the animal. Each day of such willful refusal to
545 produce the animal shall constitute a separate violation and offense.

546 (d) Every physician and other medical practitioner who treats a person for bites inflicted
547 by an animal shall report such treatment to an Animal Control Specialist within twenty-
548 four (24) hours, providing the name, address and telephone number of such person.

549 (e) The owner or keeper of any dog or cat shall inform the veterinarian before any
550 rabies inoculation is given of whether the subject dog or cat is under bite confinement or
551 has inflicted a bite on any person within the last ten (10) days. No rabies vaccination
552 shall be given while the animal is under quarantine. When an animal under quarantine
553 has been diagnosed by a licensed veterinarian as being rabid, the veterinarian making
554 such diagnosis shall immediately notify an Animal Control Specialist and advise it of any
555 reports of human contact with said animal.

556 (f) Animals known to have been bitten by or exposed to a rabid animal may be
557 destroyed or released upon proof of current rabies immunization and booster injection
558 provided by a licensed veterinarian at the expense of the owner or keeper. Prior to
559 release, the owner shall make payment of all impoundment and other quarantine fees
560 as applicable and vaccination for rabies. The owner or keeper of any animal released
561 under this Section shall be required to keep said animal under quarantine for a period of
562 six (6) months or as may be determined necessary by the treating veterinarian or the
563 Health Department or Health Officer.

564

565 6.04.170 Public nuisance.

566 Under this Title, it shall be unlawful for any person to cause or constitute a public
567 nuisance or to knowingly permit, encourage or unreasonably fail to prevent such
568 nuisances. Nuisance, for purposes of this Section include, but are not limited to:

569 (a) Any continuous and habitual violation of any Section within this Title. Factors to be
570 considered may be, but are not limited to, accumulated convictions for separate and
571 distinct violations, degree of aggravation or failure of the owner to take corrective action
572 for any violation or all violations.

573 (b) Negligence in allowing the accumulation of waste matter to the degree of creating a
574 putrid, offensive, unsanitary or unhealthy condition to the surrounding area.

575 Public nuisances under this section are subject to the provisions of Chapter 8.08 of the
576 GJMC.

577

578 6.04.180 Dangerous animals.

579 (a) Prohibited. No person shall own or harbor a dangerous animal within the City,
580 except as provided in this chapter. Such dangerous animal shall be impounded as a
581 public nuisance and/or public safety risk pursuant to the procedures set forth in GJMC §
582 6.04.210, and may be subject to disposition as contained therein.

583

584 (b) Confinement of Dangerous Animal. It shall be unlawful for any animal that has been
585 found to be a dangerous animal by any court to be confined in a manner that does not
586 include the following:

587 (1) When outside the owner's primary residence, the animal must be confined to
588 an escape proof kennel approved by an Animal Control Specialist; or

589 (2) When outside of the owner's primary residence, the animal must be on a
590 leash and under direct control of a responsible adult; and

591 (3) When outside of the owner's primary residence, the animal must be confined
592 in such a manner that complies with any additional safety or confinement
593 restrictions ordered by the court that found the animal dangerous unless
594 amended by a court within Mesa County.

595

596 (c) Dangerous Animal – Special Permit Required. The owner of any animal that has
597 been found to be a dangerous animal by any court and is residing within the City shall
598 obtain an annual special permit and identification tag for such animal. The permit shall
599 expire on December 31st of the year for which the permit is issued. An application for
600 the special permit and identification tag shall be made to the City within 30 days of
601 becoming a resident of the City and within 30 days prior to the expiration date of the
602 existing permit. The dangerous animal special permit tag shall be worn by the dog at all
603 times.

604

605 (d) Guard Dogs. The owner of any dog which has been specifically trained to attack
606 people shall:

607 (1) Keep the dog confined to an area from which it cannot escape; or

608 (2) Keep the dog under complete control of the handler at all times; and

609 (3) Post warning signs bearing letters not less than 10 inches high conspicuously
610 about the area of confinement indicating the presence of a guard dog.

611

612

613 6.04.190 Affirmative defenses to dangerous animal charges.

614 The Municipal Court shall consider the following affirmative defenses if evidence thereof
615 is presented in determining whether an animal is dangerous:

616 (a) The underlying evidence leading to the charge against the animal as dangerous.

617 (b) Whether any injury or damage to a person by the animal was caused or contributed
618 to by the actions of that person, including acts of physical abuse, tormenting, teasing or
619 assaulting the animal.

620 (c) Whether a person injured or damaged by the animal was committing a trespass or
621 other tort upon premises occupied by the owner or keeper of the animal or was
622 committing or attempting to commit a crime.

623 (d) Whether any injury or damage to a domesticated animal was caused or contributed
624 to by the actions and behavior of the domesticated animal such as teasing or attacking
625 the animal.

626 (e) Whether a person injured or damaged by the animal had gained uninvited and
627 unauthorized entry into the fenced or indoor property of the owner or keeper of the
628 animal. As used in this Section, unauthorized entry does not include entry into a fenced
629 residential front yard unless the yard is locked or posted to prohibit entry.

630 (f) Whether any injury or damage to a person by the animal was caused while the
631 animal was protecting or defending a person within the immediate vicinity of the animal
632 from an unjustified attack or assault.

633

634 6.04.200 Presumption of ownership of dangerous animal.

635 Any adult at whose residence a dangerous animal is kept or found shall be presumed to
636 be an owner of such animal and shall have the burden of rebutting such presumption. If
637 an animal has more than one (1) owner within the meaning of this Section, any one (1)
638 of such owners may be prosecuted for violations of this Section whether or not any
639 other owners are also prosecuted.

640

641

642 6.04.210 Impounded and seized animals; destruction of animals.

643 (a) Impoundment.

644 (1) Any time an Animal Control Specialist has reasonable suspicion to believe an
645 animal has engaged in any form of prohibited behavior under this Title, or any
646 other ordinance or any law of the State, is sick or injured, is a habitual offender of
647 this Title which creates a public safety risk, or is abused and/or neglected, such
648 animal may, at the discretion of an Animal Control Specialist, be taken into
649 custody by an Animal Control Specialist and impounded.

650 (2) Unless other time frames are specifically provided for in this Title (including
651 but not limited to bite confinement periods), any animal impounded which is not
652 claimed within a five-days upon the conclusion of any required impoundment

653 period, may be disposed of by the animal shelter. Disposal may be by adoption,
654 donation or humane destruction at the sole discretion of the animal shelter.
655 During the period of impoundment, the Animal Control Specialist shall make a
656 reasonable effort to ascertain and notify the owner.

657 (3) Any animal held as evidence at the animal shelter at the request of an Animal
658 Control Specialist or law enforcement officer shall remain impounded pending a
659 hearing. Any animal so impounded which is not claimed after resolution of the
660 pending court matter, or for which fees are not paid as set forth in this Title, may
661 be disposed of as set forth in Subsection 2 above.

662 (4) The owner of any impounded animal shall be responsible for the payment of
663 all charges and fees, including those for impoundment, boarding, euthanasia,
664 disposal, veterinary and all other services as needed. Fees and charges for
665 impoundment of animals shall be as set by the resolution of City Council in
666 accordance with the fees and charges incurred by the City. No impounded
667 animal shall be released until the owner has paid or arranged to pay all such
668 charges and fees. Failure of the owner of any impounded animal to claim such
669 animal from the animal shelter shall not relieve the owner from payment of all
670 applicable charges and fees as established by the shelter.

671 (5) In the sole discretion of the Animal Control Specialist, any dog found running
672 at large, which is not otherwise a dangerous animal under the provisions of this
673 Title, may be returned to its owner.

674 (6) Notice of Impoundment. When any animal has been impounded, an Animal
675 Control Specialist shall as soon as practicable give notice in person, by letter,
676 telephone, or service of a citation upon the owner of the animal's impoundment
677 and disposition alternatives. If the animal's owner is unknown at the time of the
678 impoundment, the Animal Control Specialist shall take all reasonable steps to
679 identify the owner and provide such notification. If the animal's owner still cannot
680 be established, the Animal Control Specialist may proceed with any disposition
681 authorized by this chapter. The Animal Control Specialist shall maintain records
682 of the times, dates, and manner of any notification or attempts at notification.
683 Such records shall constitute prima facie evidence of notification or attempted
684 notification.

685

686 (b) Seizure and immediate destruction.

687 (1) Any animal that has caused injury to any person or domesticated animal or
688 which has without provocation attacked any person or domesticated animal or
689 which otherwise meets the definition of a dangerous animal as set forth in this
690 Title, and is found running at large, may be seized and impounded at the owner's
691 expense by an Animal Control Specialist without notice to the owner. The Animal

692 Control Specialist shall make reasonable effort to notify such owner after seizing
693 and impounding the animal pursuant to this Section. If after making every
694 reasonable attempt to seize such animal the Animal Control Specialist
695 determines the animal cannot be captured without exposing the Animal Control
696 Specialist or other persons to danger of personal injury from the animal, and the
697 animal presents a present danger to any person or other animal, it shall be lawful
698 for a law enforcement officer to humanely destroy the animal without notice to the
699 owner. In the event an animal is destroyed pursuant to this section, the officer or
700 an employee of the City shall make all reasonable attempts to notify the owner,
701 and an officer or Animal Control Specialist may enforce any provision of this
702 Animal Code against the owner as applicable.

703 (2) When a veterinarian, animal shelter, Animal Control Specialist or law
704 enforcement officer has determined that an animal is critically ill or injured, is
705 suffering extreme pain, or has a poor prognosis for recovery, nothing in this Title
706 shall be construed to prevent the immediate impound and/or humane destruction
707 of such domesticated or wild animal.

708 (c) Seizure for Sterilization

709 (1) Any cat that is contacted and not found to have ownership identification may
710 be seized for the purpose of sterilization if it has not been sterilized or it cannot
711 be ascertained that the cat has been sterilized.

712 (2) The City may partner with available non-profit agencies for the purpose of
713 sterilizing any seized cats. Should no agency or program exist, sterilization at the
714 expense of the City shall be at the discretion of the City Manager.

715

716

717 6.04.220 Hearing on disposition of seized animals; financial bonding requirements;
718 destruction, seizure or release.

719 (a) Whenever an animal is seized or impounded pursuant to this Title and a summons
720 and complaint has been served, depending on the nature of the charge pending, the
721 animal owner may be summoned before the Municipal Court on the next available court
722 date following the seizure or impoundment to address only the issue of disposition of
723 the seized and impounded animal. The City, through its Animal Control Specialists, shall
724 make reasonable efforts to notify the owner in writing by personal service or by posting
725 notice on the front door of the owner's residence. Unless the animal owner waives the
726 time frame for advance service of such notice in order to expedite a hearing, this notice
727 shall be served at least five (5) days prior to the hearing and shall state the time, date,
728 location and purpose of the hearing. Such hearings resulting from animal seizures or
729 impoundments shall be held within ten (10) days of the seizure or impoundment in order
730 to minimize the expense to the animal owners for impoundment of seized animals.

731 (b) If an animal is seized and impounded on an evidence hold and the owner cannot be
732 ascertained or served with either a penalty assessment or summons and complaint,
733 disposition of the animal may proceed in accordance with the time frames and
734 requirements of this Section but the animal must be released from the evidence hold
735 prior to disposition.

736 (c) If, on the date of the hearing, notice to the owner was provided as required under
737 Subsection A, of this Section, the Municipal Court may proceed with the hearing as to
738 the disposition of the animal, whether or not the owner appears.

739 (d) Formal rules of evidence shall not apply at such animal disposition hearings, and
740 any statements made at such hearings shall not be used as evidence at any
741 subsequent hearing in the prosecution of the underlying charges. If the City establishes
742 by a preponderance of the evidence that there is a reasonable likelihood of future injury
743 to persons, property or animals, the Municipal Court shall order the animal to remain
744 impounded at the owner's expense until final disposition of the pending municipal
745 charges. If the Municipal Court determines that it is inappropriate to order the animal
746 impounded, the Municipal Court may order the animal returned to the owner and kept
747 under such circumstances as will ensure the safety of persons, property or other
748 animals, as the case may be.

749 (e) Financial bonding for cost of holding impounded animals.

750 (1) The owner of an animal that has been ordered impounded after the hearing
751 may be required to post a bond with the Municipal Court in an amount sufficient
752 to provide for the care and keeping of the animal from the date of impound, to the
753 extent any such charges remain outstanding as of the date of the hearing, until
754 the date set for trial on the pending municipal charges. Notice of such bond shall
755 be given at the conclusion of the hearing to the owner, allowing five (5) days for
756 the posting of such bond.

757 (2) If the owner does not appear at the disposition hearing, the City shall, if
758 ascertainable, send notice of the bond amount to the owner allowing the owner
759 five (5) days from the date of the notice to post such bond.

760 (3) Unless there is an evidentiary reason to hold an animal, if the owner fails to
761 post the bond or cannot be ascertained by the City following reasonable efforts,
762 the animal shall be deemed abandoned, and the animal shelter, upon issuance
763 of a Municipal Court order, may dispose of the animal at any time after five (5)
764 days from the date of notice, of the bond requirement. The date of notice shall be
765 the later of the date the owner is provided notice or the date that the Animal
766 Control Specialist or animal shelter makes reasonable efforts to ascertain and
767 provide the owner with such notice. Animal Control shall be provided copies of all
768 notices issued under this Section.

769 (4) At the end of the time for which expenses are covered by the bond, the
770 Municipal Court may determine disposition of the animal. The owner shall be
771 liable for the cost of the care, keeping or disposal of the animal.

772 (f) Destruction, seizure or release on Municipal Court's order.

773 (1) If a penalty assessment or summons and complaint has been filed in the
774 Municipal Court against the owner of an animal for a violation of this Animal
775 Code, the Municipal Court may, upon making a finding that the animal is
776 dangerous or that it represents a clear and present danger to the citizens or to
777 other animals in the community, order the animal to be destroyed in a humane
778 manner. Surrender of an animal by the owner thereof does not relieve or render
779 the owner immune from the decision of the Municipal Court, or to the fees, fines
780 or other penalties, and restitution which may result from a violation of this Animal
781 Code.

782 (2) If the Municipal Court determines that an impounded animal should be
783 released, the Court shall issue a release form signed by the Municipal Court
784 Judge to the owner of the animal, which the owner shall present at the animal
785 shelter to claim the animal. The Municipal Court shall also send a copy of the
786 release form to Animal Control and to the animal shelter. Any animal held
787 pursuant to court order may be disposed of by the animal shelter if unclaimed by
788 the owner within five (5) days following the issuance of a court order authorizing
789 the release of the animal.

790 (3) Trials involving charges resulting in animal seizures or impoundments shall
791 be given reasonable priority on the Municipal Court docket to minimize the
792 expense to animal owners for impoundment of seized animals.

793

794 6.04.230 PACFA guidelines.

795 Any person operating a pet animal facility within the City must have a valid license
796 issued by the Commissioner of the Colorado Department of Agriculture and such
797 person operating said pet animal facility must post or otherwise have available upon
798 request said valid license to operate in accordance with "PACFA" - the Pet Animal Care
799 and Facilities Act, C.R.S. §§ 35-80-101 through 117.

800

801 6.04.240 Service animal or emotional support animal.

802 (a) It shall be unlawful for any person to knowingly misrepresent an animal as a service
803 animal.

804 (b) It shall be unlawful for any person to knowingly misrepresent an animal as a
805 companion, assistance, or emotional support animal.

806

807

808

809 6.04.250 Agricultural Animals and Fowl.

810 (a) It shall be unlawful for any person who keeps any chickens, ducks, geese, turkeys,
811 pigeons or other domestic fowl within the City to permit the yard or place within which
812 such fowl are kept, by reason of any want of care, food, ventilation, cleanliness or
813 otherwise, to be or become dangerous or detrimental to human health.

814 (b) The City Manager, his agent, or the County Health Department shall have the power
815 to declare all yards or places where domestic fowl as described in subsection (a) of this
816 section are kept in any unclean condition a nuisance, and the same shall be abated as
817 such.

818 (c) It shall be unlawful for any person to permit any stable, stall, shed or apartment or
819 any yard or appurtenance thereof in which any horse, cow, swine or any other animal is
820 kept, or any other place in the City in which manure or liquid discharges of such animals
821 shall collect or accumulate, to be kept in an unclean and unwholesome condition within
822 the City so that an offensive smell is allowed to escape therefrom or otherwise to be or
823 become dangerous or detrimental to human health; provided, that nothing in this
824 subsection shall be construed to include manure deposits upon any private property for
825 the purpose of cultivating such manure.

826 (d) The City Manager, his agent, or the County Health Department shall have the power
827 to declare any stable, stall, shed or apartment or any yard or appurtenance thereof kept
828 in any unclean or unwholesome condition a nuisance, and the same shall be abated as
829 such.

830 6.04.260 Restrictions on sale of animals – Permit required.

831 (a) The City Council finds it is in the interest of the City of Grand Junction to regulate the
832 sale and rehoming of animals pursuant to its home rule authority in Article XX of the
833 Constitution of the State of Colorado and C.R.S. § 35-80-108(1)(o)(III).

834 (b) It shall be unlawful for any person to sell, trade, barter, lease, rent, give away, or
835 display for any purpose a live animal on a public street, highway, median, recreation
836 area, roadside, public right-of-way, commercial parking lot, public space, or at an
837 outdoor special sale, swap meet, flea market, parking lot sale, or similar event. This
838 restriction shall not apply to:

839 (1) The sale of livestock;

840 (2) A pet animal facility licensed under Article 80 of Title 35 of the Colorado
841 Revised Statutes;

842 (3) A pet animal owner, breeder, handler, or trainer while transporting a pet
843 animal to or from exhibiting or competing at an event licensed, regulated, or
844 sanctioned by the American Kennel Club, the United Kennel Club, or any other
845 nationally recognized registering organization; or

846 (4) Hunting dogs bred or training for lawful hunting.

847 (c) Notwithstanding subsection (b) of this section, a person may display any dog or cat
848 for the purpose of selling, giving away, trading, bartering or adopting the animal with a
849 public pet rehoming permit.

850 (1) A public pet rehoming permit is not required when:

851 (i) An owner is selling, giving away, trading, bartering or adopting an
852 animal from a private residence; or

853 (ii) An owner holds a current license issued by the Colorado Pet Animal
854 Care and Facilities Act and is displaying the animals at that location; or

855 (iii) The owner is a governmental or tax-exempt, not for profit animal
856 welfare organization and is involved in an organized adoption event.

857 (2) The public pet rehoming permit can be obtained at Grand Junction Police
858 Department. The permit process will require the following:

859 (i) The owner/applicant will complete and submit a public pet rehoming
860 permit application no less than five business days prior to the date
861 needed; and

862 (ii) The owner/applicant will provide written documentation from a licensed
863 veterinarian that the animals have been examined within seven days, are
864 at least eight weeks old and current on all applicable vaccinations; and

865 (iii) The owner/applicant will provide written authority and contact
866 information from the owner of the property on which the animals will be
867 displayed.

868 (d) An Animal Services Officer shall forthwith investigate any credible complaint that a
869 person is in violation of the permit required for public rehoming. In the event that the
870 officer reasonably believes that this is the second offense or more of GJMC § 6.12.090,
871 the animal(s) may be immediately seized and impounded.

872 6.04.270 Disposition of dead animals.

873 (a) It is unlawful for the owner of any animal which has perished to fail to dispose of
874 such animal within twenty-four (24) hours of death by burial, incineration in a State
875 approved facility, rendering or other State-approved means.

876 (b) It shall be unlawful to dump or abandon any dead animal on any public or private
877 property within the City.

878 (c) If any animal dies on public property or on property other than that of the owner, it
879 may be removed by an Animal Control Specialist. The owner shall be responsible for
880 disposal fees, in addition to penalties for violation of this Section.

881

882 6.04.280 Cruelty to animals.

883 It shall be unlawful for any person knowingly, recklessly or with criminal negligence to
884 overload, overwork, inflict violence upon or kill, torture, torment, mistreat, deprive of
885 necessary sustenance, beat, mutilate, needlessly kill, carry or confine in or upon any
886 vehicle in a cruel or reckless manner, or allow to be housed in a manner that results in
887 repeated serious physical harm of any animal, or to cause any such acts or omissions
888 to be done. Neglect of an animal resulting in the death of the animal shall constitute
889 cruelty. Ownership of the animal or the commission of such acts or omissions on private
890 property shall not be a defense to prosecution for violation of this Section.

891

892 6.04.290 Humane care and treatment.

893 (a) It shall be unlawful for any person to knowingly poison any domesticated or
894 agricultural animal, or to knowingly distribute poison or toxicants on public or private
895 property in any manner whatsoever that causes the poisoning of any domesticated or
896 agricultural animal.

897 (b) A domesticated or agricultural animal is deprived of minimum care if it is not
898 provided with care sufficient to preserve the health and well-being of the animal
899 considering the species, breed and type of animal; and, except for emergencies or
900 circumstances beyond the reasonable control of the owner or keeper, minimum care
901 includes, but is not limited to, the following requirements:

902 (1) Food of sufficient quantity and quality to allow for normal growth or
903 maintenance of body weight. Food receptacles should be located for easy
904 accessibility to the domesticated animal and to minimize contamination from
905 trash, debris and waste.

906 (2) Open or adequate access to water in sufficient quantity to satisfy the
907 domesticated animal's needs. Water receptacles must be kept clean and sanitary
908 and shall be of appropriate size and design for the animal; and positioned to
909 prevent spillage.

910 (3) In case of domesticated animals, other than agricultural animals or fowl, such
911 animals shall have available a structure of a style suitable for the species in
912 question and sufficient to keep out the elements and such structure shall:

913 (i) Protect the animal from wind, rain, snow or sun;

- 914 (ii) Have adequate non-absorbent bedding (such as, wood chips, straw or
915 blankets, or with the exception of a chicken coop, which must contain a
916 sufficient quantity of absorbent litter) to protect against cold and
917 dampness;
- 918 (iii) Be large enough to prevent overcrowding and to allow the animal to
919 turn about freely and to easily stand and lie in a comfortable normal
920 position;
- 921 (iv) Be structurally sound and maintained in good repair so as to contain
922 the animal and protect it from injury and adverse conditions;
- 923 (v) Be adequately ventilated to provide for the health and comfort of the
924 animal;
- 925 (vi) Be constructed of solid wood, fiberglass or other weather-resistant
926 material. (No shelter may be constructed of metal except for a chicken
927 coop);
- 928 (4) An animal shall be afforded immediate veterinary care if it is known or
929 suspected to be ill or injured. The owner or person responsible for an animal
930 shall provide prompt veterinary care when the animal is exhibiting signs of illness
931 or injury that, to a reasonable person, would appear to cause, or be likely to
932 cause, significant pain, distress, or risk of serious harm if left untreated.
- 933 (5) Both indoor and outdoor enclosures shall receive cleaning as necessary to
934 remove pet solid waste and debris so as to minimize disease hazards, odor and
935 danger to the animal. Cleaning of coops and outdoor enclosures for chickens
936 shall comply with applicable provisions in Section 6.04.150.
- 937 (6) Animals with hair coats requiring grooming to prevent severe matting, filth
938 accumulation or skin disease shall be groomed in accord with normal and
939 accepted grooming practices.
- 940 (7) Animals which are being transported shall not be exposed to extremes in
941 temperatures or weather conditions.
- 942 (8) It shall be unlawful for any person to promote, stage, hold, manage, conduct,
943 carry on, or attend any illegal game, exhibition, contest, fight, or combat between
944 one (1) or more animals or between animals and humans, or to set free any
945 animal for the purpose of chasing or having a race thereafter. This shall include,
946 but is not limited to, hares or rabbits, cocks or other fowl, and dogs.
- 947 (9) It shall be unlawful for any person being the owner or keeper of a dog, cat, or
948 other domesticated animal or pet to abandon such animal. Abandon does not
949 mean transferring ownership to an animal rescue organization or another person.

950 (10) It shall be unlawful for any person to sell, give away or barter any domestic
951 dog or cat less than eight (8) weeks of age unless accompanied by its dame.
952 This provision does not apply to animals being surrendered to an animal control
953 agency, shelter, pound, or humane organization.

954 (11) It shall be unlawful for any person to place or confine an animal or allow an
955 animal to be placed or confined in a motor vehicle without allowing cross-
956 ventilation and under no circumstance shall a person confine any animal in any
957 parked, closed vehicle on any public or private street, parking lot, or way for any
958 amount of time that would endanger, or create an adverse condition placing at
959 risk the health or well-being of such animal due to temperature, lack of food or
960 drink or such other conditions as may reasonably be expected to cause suffering,
961 disability or death. Any Animal Control Specialist or law enforcement officer
962 observing an animal kept in violation of this Section may enter the vehicle,
963 including through the use of reasonable force, and impound the animal, if the
964 animal shows signs of stress. In addition to all other defenses and immunities
965 provided by law, any such officer making entry for the purpose of this Section is
966 immune from suit or liability, criminal or civil, caused by or arising out of such
967 entry.

968 (12) It shall be unlawful to use or set, or cause to be used or set, a leghold,
969 snare, instant kill, body gripping trap or such other trap which can cause pain,
970 injury or suffering for the purpose of trapping any feral cat or domesticated
971 animal.

972 (13) It shall be unlawful to tether an animal under circumstances that endanger
973 its health, safety, or well-being; that unreasonably limits an animal's movement or
974 allows the animal to reach an object, that poses a substantial risk of injury or
975 strangulation to the animal; that present an unsafe or unsanitary condition; or that
976 causes injury, stress, or demonstrable socialization problems to the animal.

977 (14) It shall be unlawful for any person to knowingly abandon an animal by
978 leaving the animal with intent not to return. Abandonment includes, but is not
979 limited to, the dumping of an animal from a moving or stationary motor vehicle.
980 This Section shall not apply to voluntary relinquishments to the animal shelter, an
981 Animal Control Specialist, or to a licensed veterinarian.

982 (15) It shall be unlawful for any person to cause, sponsor, instigate, allow or
983 encourage any animal to fight with another of its own species or with another of a
984 different species. It shall be unlawful for any person to train, breed or keep any
985 animal for the purpose of fighting. It shall be unlawful for any person to maintain
986 a place where animals are permitted to fight.

987 (16) Any person who, as the operator of a motor vehicle, strikes a domesticated
988 animal shall immediately stop and, to the extent it is safe to do so, render such
989 assistance as may be possible and shall immediately report injury or death to the

990 animals' owner or keeper. If the owner or keeper cannot be ascertained and
991 located, such operator shall at once report the accident to an Animal Control
992 Specialist or other law enforcement agency.

993 (17) It shall be unlawful to crop a dog's ears or dock a dog's tail, or to spay or
994 neuter an animal, by anyone other than by a licensed veterinarian.

995

996 6.04.300 Capturing animals.

997 (a) An Animal Control Specialist or law enforcement officer is authorized to enter in or
998 upon private property, including motor vehicles and fenced areas but not private
999 buildings, to apprehend an animal running at large, a dangerous animal, an animal
1000 suspected of being infected with rabies, or an animal that the officer reasonably
1001 believes is neglected, sick or injured such that the animal faces a serious risk of death
1002 or substantial suffering.

1003 (b) An Animal Control Specialist or law enforcement officer is authorized to use
1004 tranquilizer guns, humane traps or other suitable devices to subdue or apprehend a
1005 stray animal, pet animal running at large, or wild animal, and is authorized to destroy an
1006 animal that the officer reasonably believes to be an immediate danger to the officer or to
1007 the public.

1008 (c) An Animal Control Specialist or law enforcement officer is authorized to place a
1009 humane trap on private property for the purpose of capturing a stray animal, wild
1010 animal, or domesticated or pet animal running at large, when requested to do so by the
1011 owner or possessor of the property.

1012 (d) It shall be unlawful for any person to set or cause to be set any steel-jaw leg hold
1013 trap, snare, or any trap other than a humane trap for the purpose of capturing an
1014 animal, whether wild or domestic, except a licensed or recognized business that has
1015 been given permission by the Colorado Parks and Wildlife, the Tri-County Health
1016 Department or similar agency, or an Animal Control Specialist. Any trapping authorized
1017 under this Section must be in compliance with the Colorado Revised Statutes.

1018

1019 6.04.310 Feeding of wild animals prohibited.

1020 (a) It is unlawful for any person to feed, provide, leave, distribute or scatter attractants in
1021 a manner in which any wild animal would reasonably be able to gain access to such
1022 attractant, or which might entice any wild animal within the City.

1023 (b) This Section shall not apply to any person utilizing a bird feeder, provided that the
1024 feeder is elevated or suspended on a pole, (e.g. shepherd's pole), cable or other similar
1025 device to make it inaccessible to wild animals and the area below the feeder is kept free
1026 from the accumulation of seeds and seed debris and waste debris.

1027 (c) It is unlawful for any person to dispense, feed of otherwise make available to any
1028 birds, either on such person's property, or on the property of another, or of the City any
1029 type or amount of food in a manner that:

1030 (1) Creates an unclean, unsafe or unsanitary condition either on such person's
1031 property or on the property of another or of the City.

1032 (2) Results in the accumulation of droppings, feces, or feathers either on such
1033 person's property or on the property of another or of the City.

1034 (3) Creates an unreasonable disturbance either on such person's property or on
1035 the property of another or of the City.

1036 (4) Attracts other wildlife, vermin, or pests either to such person's property or the
1037 property of another or of the City.

1038 (5) Otherwise deleteriously affects the quiet enjoyment by others of any private or
1039 public property.

1040

1041 6.04.320 Keeping livestock, wild, or exotic animals.

1042 (a) It shall be unlawful for any person to own, possess, harbor, sell, or in any other
1043 manner traffic in the following species of animals:

1044 (1) All poisonous or venomous animals, anacondas, reticulated pythons,
1045 Burmese pythons and amethystine pythons.

1046 (2) All other non-venomous snakes with a length greater than six (6) feet
1047 measured from the tip of the nose to the tip of the tail.

1048 (3) All other reptiles with a length greater than three (3) feet measured from the
1049 tip of the nose to the tip of the tail.

1050 (4) Gorillas, chimpanzees, orangutans, baboons and any other primates.

1051 (5) Any species of feline not falling within the categories of ordinary domesticated
1052 house cats.

1053 (6) Bears of any species.

1054 (7) Marsupials, squirrels, minks, raccoons, porcupines, skunks, badgers or other
1055 like species, except ferrets (*Mustela furo*).

1056 (8) Foxes, wolves, coyotes or other species of canines other than dogs.

1057 (9) Crocodilians and monitor lizards.

1058 (10) Any animal that is not indigenous to the state and is not classified as a
1059 domesticated animal or pet.

1060 (b) Domestication of any prohibited animal shall not affect its status under this Section.
1061 In the event of uncertainty whether a particular animal is a prohibited animal, it shall be
1062 presumed prohibited until proven not prohibited by a preponderance of the evidence to
1063 the satisfaction of the Municipal Court.

1064 (c) Livestock is not permitted unless allowed under the zoning provision of Title 21 of
1065 the GJMC. Permitted livestock shall be contained within a secure fence and shall keep
1066 such animals from streets, parks and other public areas as well as other private
1067 premises.

1068 (d) This Section shall not apply to any zoological garden or any special event
1069 sanctioned by the City or other governmental entity, or any approved research institute
1070 using livestock, wild, or exotic animals for scientific research, or any state licensed
1071 wildlife rehabilitator, organization or individual who performs wildlife rescue and
1072 rehabilitation.

1073 (e) Animal Control Specialists or law enforcement officers will have the authority to
1074 apprehend any livestock, wild, or exotic animal that may be at large within the City.
1075 Such livestock, wild, or exotic animal may be impounded, released in wild areas which
1076 are representative of the animal's natural habitat, released to an appropriate keeper or
1077 humanely destroyed. Animal Control Specialists or law enforcement officers are
1078 authorized to use any firearm to subdue or destroy any livestock, wild, or exotic animal
1079 that is determined by the Animal Control Specialist or law enforcement officer, in his or
1080 her discretion, to be of danger to either itself or to the public health and safety.

1081

1082 6.04.330 Fees.

1083 (a) Fees for permits, licenses, impound, adoptions and other services or fees shall be
1084 established by resolution of the City Council..

1085 (b) Fees shall be waived for any active certified governmental police dogs, military dogs
1086 or service dogs provided the owner has appropriate certifying documentation.

1087 (c) It shall be unlawful to fail to pay for permits, licenses, impound, adoption or any other
1088 services or fees levied by the City and/or the local animal shelter.

1089

1090 6.04.340 Penalties.

1091 (a) Procedure. Whenever a law enforcement officer or Animal Control Specialist has
1092 personal knowledge or probable cause to believe that a violation of this chapter has
1093 occurred, they may arrest the alleged violator, and either issue a penalty assessment
1094 notice pursuant to GJMC § 2.28.100, or issue a summons and complaint pursuant to
1095 GJMC § 2.28.110.

1096 (b) Penalty Assessment Procedure.

1097 (1) Penalty Assessment. The penalty assessment procedure consists of personal
1098 service of written notice upon a person charged with violating this Title. Personal
1099 service may be waived. The alleged violator may be released upon conditions of
1100 the notice, or may choose to appear before a judge in a court of competent
1101 jurisdiction if conditions for release are not met. Conditions for release shall
1102 include payment of the applicable fine.

1103 (2) Summons and Complaint. The summons and complaint procedure
1104 consists of personal service, or waiver by the recipient, of a summons and
1105 complaint. The summons requires the recipient to appear before the
1106 Municipal Court Judge at a specified time and place to answer to charges
1107 of violating this chapter, as set forth in the complaint.

1108 (3) Mandatory Court. A summons and complaint shall be issued to anyone who
1109 is:

1110 (i) Charged under GJMC § 6.04.180 involving a dangerous dog;

1111 (ii) Charged under GJMC § 6.04.280 involving cruelty to an animal;

1112 (iii) Charged under GJMC § 6.04.260 as a second violation or more for
1113 GJMC § 6.04.260;

1114 (iv) Charged under GJMC § 6.04.210 involving failure to comply with
1115 impound requirements;

1116 (v) Known to have been issued three or more penalty assessment notices
1117 for violation of this chapter within the last two years; or

1118 (vi) Charged with a violation of this chapter involving serious bodily injury
1119 to or death of any person or animal.

1120 (vii) Charged with a violation of this chapter involving damage to property
1121 or injury to any person or animal where restitution may be required.

1122 (4) Optional Court. Except for the mandatory requirement for court set forth in
1123 subsection (3) of this section, an Animal Services Officer may, at his discretion,
1124 issue either a penalty assessment notice or a summons and complaint.

1125 (5) Content. A penalty assessment notice as well as a summons and complaint
1126 shall contain the following:

1127 (i) Document sworn to by the arresting officer;

1128 (ii) Name of the alleged offender;

1129 (iii) Specific offense;

1130 (iv) Applicable fine;

1131 (v) A brief summary of the circumstances of the offense, including the
1132 alleged offender's attitude.

1133

1134 (c) Except as provided in this section, any violation of this Title where a summons and
1135 complaint are issued which do not involve bodily injury to any person or animal shall be
1136 punishable upon conviction by a fine of not more than \$500.00. If the animal owner has
1137 been convicted of three or more violations of any section of this chapter not involving
1138 bodily injury within a two-year period, the Court may impose a sentence of
1139 imprisonment in the County jail for not more than 90 days in addition to any fine and
1140 may order the destruction of the animal.

1141

1142 (d) Except as provided in this section, any violation of this Animal Code where a
1143 summons and complaint are issued which involve bodily injury to any person or bodily
1144 injury or death to an animal by an animal shall be punishable upon conviction by a fine
1145 of not less than \$250.00 nor more than \$1,000, or by imprisonment of not less than
1146 three months nor more than 364 days, or by both such fine and imprisonment for each
1147 separate offense. In addition, the Court may order the destruction of the animal upon
1148 conviction of the owner of any violation with bodily injury.

1149

1150 (e) Pursuant to People's Ordinance No. 30 (1956), the court may impose a fine of not
1151 less than \$1.00 and not more than \$300.00 for any violation of GJMC § 6.04.110 where
1152 the at-large animal is a dog, in addition to any other sentence or imprisonment or other
1153 sanctions deemed appropriate by the court in accordance with this Animal Code. Each
1154 day any violation of GJMC § 6.04.110 continues involving a dog constitutes a new
1155 violation. The head of any household having a dog in its possession shall be presumed
1156 to be the owner or possessor of such dog.

1157

1158 (f) The Animal Control Specialist, or the City Attorney or designee may recommend that
1159 one or more special sanctions be levied against any owner convicted of any violation of
1160 this Title. This recommendation may be presented to the Municipal Court as a proposed
1161 condition of sentencing upon conviction and may be in lieu of or in addition to any other
1162 penalty permitted under the Municipal Code. The Municipal Court may take into
1163 consideration the severity of the incident, the prior history of the animal or the owner
1164 and the recommendation of the Animal Control Specialist, City Attorney, or designee.
1165 Without in any way limiting the power of the Municipal Court to impose special sanctions
1166 as it deems appropriate, special sanctions may include, but are not limited to:

1167 (1) Construction of a proper animal enclosure (built to specifications as ordered
1168 by the Municipal Court and in compliance with City zoning requirements).

- 1169 (2) Microchipping, spaying or neutering of the animal.
- 1170 (3) Obedience training or behavior modification.
- 1171 (4) Responsible pet ownership class(es).
- 1172 (5) Community service work.
- 1173 (6) Surrender or euthanasia of the animal.
- 1174 (7) Prohibition from owning animals for a specified period of time.
- 1175 (8) Use of specified humane training devices for behavior modification.
- 1176 (9) Inspections of premises where the animal is kept.
- 1177 (10) Restitution for costs of care rendered, shelter provided at the animal shelter
- 1178 and costs of veterinary care and medical treatment.
- 1179 (11) Treatment or counseling programs.
- 1180 (12) Any other appropriate sanction.

1181 (g) In addition to payment of any fine or other punishment, any person violating this Title
 1182 shall be required as a condition of probation or sentencing to pay to the Animal Shelter
 1183 all applicable fees and charges pursuant to this chapter, and costs of prosecution as
 1184 may be required by the court.

1185 (h) Suspension of any penalty or punishment for violation of this Title may be
 1186 conditioned upon compliance with any reasonable order or condition designed to protect
 1187 the public or abate a public nuisance caused by an owner’s animal.

1188

1189 6.04.350 Penalty assessment – Fine schedule.

1190 If the penalty assessment procedure is used by the Animal Control Specialist or any
 1191 arresting law enforcement officer, the following fine schedule shall be applied for
 1192 violations of any section of this chapter which are committed or repeated by the same
 1193 person within two years from the date of any prior offense:

1194	First offense (up to)	\$50.00
1195	Second offense (up to)	\$100.00
1196	Third offense (up to)	\$250.00
1197	Fourth and subsequent offenses (up to)	\$500.00

1198 Penalties for violation of GJMC § 6.04.110, Animals Running at Large, shall include a
 1199 surcharge of \$25.00 payable to the City of Grand Junction Parks and Recreation

1200 Department for the establishment and maintenance of dog park(s). Fines shall not be
1201 suspended or waived in order to offset the surcharge.

1202 Penalties for violation of GJMC § 6.04.110, Animals Running at Large, shall include a
1203 surcharge of \$50.00 payable to Mesa County Animal Services Canine Spay/Neuter
1204 Voucher Program if a dog owner cannot provide proof that the dog has been spayed or
1205 neutered. The surcharge cannot be waived unless the dog owner provides
1206 documentation from Mesa County Animal Services proving that the animal was
1207 subsequently neutered.

1208 Surcharges are separate and apart from the fine. Fines shall not be specifically
1209 suspended or waived in order to offset a surcharge, but may otherwise be suspended or
1210 waived as deemed appropriate by the court.

1211

1212 6.04.360 Immunity from liability.

1213 The City and its employees and agents and the animal shelter and its employees shall
1214 be immune from liability for any actions taken pursuant to this Title.

1215

1216 6.04.370 Indemnity Clause.

1217 The City Council, the Health Officer, Director, Animal Services Officers, or any other
1218 employees, persons or agents authorized to enforce the provisions of this chapter shall
1219 not be held responsible for any accident or subsequent disease or for any loss or
1220 damages resulting from administration of this chapter.

1221

1222 6.04.380 Severability Clause.

1223 If any provision of this chapter or the application thereof to any person or circumstances
1224 is held invalid, such invalidity shall not affect other provisions or application of this
1225 chapter which can be given effect without the invalid provisions or applications, and to
1226 this end, the provisions of this chapter are declared to be severable.

1227

1228 **Section 3. Codification.**

1229 The City Clerk and the City's codifier are authorized and directed to make such non-
1230 substantive formatting, numbering, and stylistic changes as necessary to codify this
1231 ordinance into the Grand Junction Municipal Code, including updating internal cross-
1232 references.

1233

1234 **Section 4. Severability.**

1235 If any provision of this ordinance or its application to any person or circumstance is held
1236 invalid, such invalidity shall not affect other provisions or applications that can be given
1237 effect without the invalid provision or application, and to this end the provisions of this
1238 ordinance are declared severable.

1239 **Section 5. Effective Date.**

1240 This ordinance shall take effect in accordance with the City Charter following its
1241 passage and publication.

1242 Introduced on first reading the _____ day of _____, 2026, and
1243 ordered published in pamphlet form.

1244 Adopted on second reading this _____ day of _____, 2026, and
1245 ordered published in pamphlet form.

1246 _____
1247 _____

1248 Laurel Lutz
1249 President of City Council

1250
1251 ATTEST:
1252 _____
1253 _____

1254 Selestina Sandoval
1255 City Clerk

1256



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: June 17, 2026
Presented By: Laurel Lutz, Councilmember
Department: City Council
Submitted By: Jeremiah Boies

Information

SUBJECT:

Introduction of an Ordinance Concerning the Salary of the City Manager and Setting a Public Hearing for July 1, 2026

RECOMMENDATION:

Adoption of the ordinance.

EXECUTIVE SUMMARY:

Pursuant to the City Charter, the salary of the City Manager is set by ordinance. The City Council has found the City Manager's performance to be at or above expectations and accordingly, with this ordinance and the prior appropriation, sets and increases by 5% the annual compensation of City Manager Michael Bennett to \$273,000.00.

BACKGROUND OR DETAILED INFORMATION:

Pursuant to the City Charter, the salary of the City Manager is set by ordinance, which serves to amend his employment agreement. The Council recently reviewed the performance of the City Manager and found his performance to be at or above expectations and accordingly, with this ordinance and the prior appropriation, sets and increases by 5% the annual compensation of City Manager Michael Bennett rounded to the nearest whole dollar. The City Manager's 2026 compensation will be \$273,000.00.

The adoption of the ordinance will amend the terms of the City Manager's employment agreement with the compensation, as established in the Ordinance, being effective and relating back to January 1, 2026, City Pay Period 1, with all other terms of employment being unchanged, together with said compensation being paid until amended by subsequent action of the City Council.

FISCAL IMPACT:

The City Council has previously approved Ordinance 5286 appropriating money to defray the expenses of and setting the 2026 budget for the City. That appropriation included budgeted changes to the compensation for City employees, and the salary established for the City Manager by this Ordinance is within the appropriation authorized by Ordinance 5286.

SUGGESTED MOTION:

I move to introduce an ordinance concerning the 2026 salary of the City Manager on first reading and set a public hearing for July 1, 2026.

Attachments

1. ORD-Concerning City Manager's Salary

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE SALARY OF THE CITY MANAGER

Recitals

On November 19, 2026, the City Council approved Ordinance No. 5286 appropriating money to defray the expenses of and setting the 2026 budget for the City. That appropriation included budgeted changes to the compensation for City employees. The wage increase for eligible employees was dependent on each employee being evaluated by his/her supervisor and being rated as performing at or above expectations. In addition to the wage increase, the budget assumed and reflected that certain market adjustments and other changes would be made to the City's pay plan.

Pursuant to the City Charter, the salary of the City Manager is set by ordinance, which serves to amend his employment agreement. The Council recently reviewed the performance of the City Manager and found his performance to be at or above expectations and accordingly, with this ordinance and the prior appropriation, sets and increases by 5% the annual compensation of City Manager Michael Bennett rounded to the nearest whole dollar.

As necessary or required to effectuate the purposes hereof, this ordinance shall amend the terms of the City Manager's employment agreement with the compensation, as established herein, being effective and relating back to January 1, 2026, City Pay Period 1, with all other terms of employment being unchanged together with said compensation being paid until amended by subsequent action of the City Council.

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

That the foregoing Recitals are incorporated by reference and consequently that the salary of City Manager Michael Bennett is and shall be set at \$273,000.00 per year and as customarily prorated for any period of less than one year, to compensate him for his service to the City of Grand Junction in accordance with his employment agreement and the Charter and ordinances of the City of Grand Junction, Colorado.

The City Council does authorize the President of the 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 Council on the date appointed for the same.

INTRODUCED on first reading the ____ day of June, 2026 and ordered published in pamphlet form.

PASSED and **ADOPTED** on second reading the ____ day of July, 2026 and ordered published in pamphlet form.

Laurel Lutz
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: June 17, 2026
Presented By: Daniella Acosta, Principal Planner
Department: Community Development
Submitted By: Daniella Acosta, Principal Planner

Information

SUBJECT:

Introduction of an Ordinance Vacating Approximately 18,629 Square Feet of 50-Foot-Wide Public Right-of-Way Along South Broadway and Approximately 1,823 Square Feet of 30-Foot-Wide Public Right-of-Way Along 23 Road, and Setting a Public Hearing on July 1, 2026

RECOMMENDATION:

The Planning Commission heard this request at its June 9, 2026 meeting and voted (4-0) to forward a recommendation of approval to the City Council.

EXECUTIVE SUMMARY:

Grand Junction Land Company, LLC is requesting to vacate 18,629 square feet of 50-foot-wide public right-of-way along South Broadway and approximately 1,823 square feet of 30-foot-wide public right-of-way along 23 Road to accommodate the new road design for the Redlands 360 Development.

BACKGROUND OR DETAILED INFORMATION:

Grand Junction Land Company, LLC is requesting to vacate 18,629 square feet of 50-foot-wide public right-of-way along South Broadway and approximately 1,823 square feet of 30-foot-wide public right-of-way along 23 Road to accommodate the new road design for the Redlands 360 Development.

NOTIFICATION REQUIREMENTS

Pursuant to GJDC Section 21.02.030(c)(3)(ii), the required Neighborhood Meeting for the proposed Right-of-Way Vacation was waived by the Community Development Director. The waiver was granted because the proposed traffic flow, roundabout, and related roadway changes were previously discussed during an Outreach Meeting held on October 21, 2025, for the related Redlands 360 ODP Amendment and Annexation

project, and the proposed vacation was determined to have little potential to create material negative impacts on the surrounding neighborhood.

Notice was completed consistent with the provisions in Section 21.02.030(g) of the GJZDC. The subject properties were posted with an application sign on June 30, 2025. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject properties on May 29, 2026. The notice of the Planning Commission public hearing was published on May 30, 2026, in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review are set forth Section 21.02.050(p)(iii)(B) of the Zoning and Development Code, which provides that a request to vacate a public right-of-way shall be reviewed in light of the following:

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

The proposed right-of-way vacation is consistent with the Comprehensive Plan and adopted transportation policies because it facilitates the reconfiguration and modernization of the roadway network associated with the approved Redlands 360 development. The vacation allows the existing roadway alignments and excess right-of-way areas to be redesigned into a more efficient public street system that accommodates multimodal improvements, enhanced circulation, and supporting public infrastructure designed to current City standards.

The request is necessary to accommodate construction of the new street configuration, including a roundabout, revised roadway alignments, detached pedestrian and bicycle facilities, sidewalks, and associated public improvements. The reconfigured roadway network improves vehicle circulation and safety while creating a more balanced transportation system that better serves pedestrians and bicyclists. The proposal is consistent with Comprehensive Plan Principle 5.4, which promotes integration of transportation mode choices into existing and new neighborhoods by improving connectivity between residential areas, open space, and community destinations through enhanced multimodal infrastructure.

The proposed vacation also facilitates reconfiguration of excess and irregular right-of-way areas into a more efficient and modernized public street layout. As illustrated in the proposed roadway plan, the vacated right-of-way area allows for development of a parking pod intended to support public access to adjacent open space, trail connections, and recreational amenities within the Redlands 360 development. The existing right-of-way configuration limits the ability to incorporate these improvements in a coordinated manner. By vacating and realigning portions of the corridor, the proposal creates sufficient area for multimodal infrastructure, traffic calming improvements, pedestrian and bicycle facilities, and organized public parking while maintaining safe vehicular circulation.

The proposal also advances the infrastructure improvement objectives of Principle 5.4 by enabling reconstruction of the corridor with modern transportation design features intended to improve safety, mobility, and neighborhood livability. The proposed roundabout serves as a traffic-calming measure, reducing vehicle speeds and minimizing conflict points while maintaining efficient traffic flow. Additional multimodal improvements further improve accessibility and safety for all transportation users.

The request is similarly consistent with Principle 6.1.1 of the Comprehensive Plan, which promotes development of a safe, balanced, and well-connected transportation system. The vacation facilitates implementation of Complete Streets principles by allowing the roadway corridor to be redesigned with integrated pedestrian, bicycle, vehicle, and parking improvements rather than maintaining an older roadway configuration with limited multimodal accommodations. The proposed improvements balance the needs of all transportation modes and improve connectivity between neighborhoods, open space areas, and adjacent destinations.

Staff finds this criteria is met.

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

The proposed right-of-way vacation will not result in any parcel becoming landlocked or losing legal access to the public street system. Existing and future lots within the Redlands 360 development area will continue to be served by the reconfigured public roadway network, including access to South Broadway and 23 Road through the newly constructed roadway alignments and roundabout configuration.

The vacation area consists primarily of portions of existing right-of-way that are no longer necessary due to the approved redesign of the roadway network. As shown on the vacation and roadway exhibit, the existing roadway geometry is being replaced with a new circulation pattern that relocates and consolidates public access into a more efficient configuration. The proposed roadway improvements include construction of a new roundabout, revised roadway alignments, detached pedestrian and bicycle facilities, and associated infrastructure that maintain continuous public access throughout the area.

The green-hatched area proposed for vacation is generally located within portions of the former roadway corridor and residual right-of-way created by the roadway realignment. The vacation removes obsolete right-of-way areas that will no longer function as part of the active transportation network once the new street system is constructed. Access functions currently served by the existing roadway segments are being replaced by the newly aligned public streets shown on the exhibit. Because the replacement roadway system is being constructed concurrently with the vacation, no interruption of access to adjacent properties is anticipated.

The vacation areas are separated from the surrounding single-family lots by the existing

and proposed public roadway network and do not remove driveway access or eliminate connections between existing properties and South Broadway or 23 Road. The existing residential properties surrounding the intersection area will continue to maintain access through the reconfigured public street system. Access to the homes north of South Broadway will remain available from Broadway and 23 Road, while properties south of the intersection will continue to maintain access from South Broadway and the improved roadway network. The proposed roadway redesign replaces outdated roadway geometry with a consolidated and modernized street configuration that continues to provide public access to all adjacent properties.

Therefore, staff finds this criterion met.

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

The proposed right-of-way vacation will not unreasonably restrict access to any parcel, create economically prohibitive access conditions, or reduce the utility or value of surrounding properties. The vacation areas consist of portions of excess and remnant right-of-way associated with the existing roadway configuration that are being replaced through the approved roadway realignment and public infrastructure improvements associated with the Redlands 360 development.

All existing residential properties in the surrounding area will continue to maintain direct access to the public street network through South Broadway, 23 Road, and the redesigned roadway system. The proposal does not eliminate existing driveway connections without replacement access being provided, nor does it create isolated or circuitous access routes for adjacent property owners. The roadway redesign maintains connectivity while improving overall traffic circulation and access management in the area.

The proposed improvements associated with the vacation are intended to enhance, rather than diminish, functionality of the surrounding transportation network. The redesigned intersection and roadway alignments reduce vehicle conflict points, improve traffic operations, and incorporate modern multimodal infrastructure including detached pedestrian and bicycle facilities. The proposed roundabout functions as a traffic calming feature intended to improve safety and reduce vehicle speeds while maintaining efficient traffic flow through the corridor.

The vacation also facilitates coordinated public improvements that support accessibility and usability of the surrounding area, including improved pedestrian connectivity and public parking intended to serve adjacent open space and trail amenities. These improvements increase the overall functionality of the corridor and improve access opportunities for both residents and visitors.

Therefore, staff finds this criteria met.

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

The proposed right-of-way vacation will not adversely impact the health, safety, or welfare of the general community, nor will it reduce the quality or availability of public facilities and services provided to surrounding properties. The vacation is part of a coordinated roadway reconstruction and realignment project associated with the approved Redlands 360 development and is being processed concurrently with new right-of-way dedications, utility easements, roadway improvements, and associated public infrastructure upgrades.

The existing roadway configuration at South Broadway and 23 Road contains multiple intersecting movements, irregular roadway geometry, and numerous vehicle conflict points associated with the current intersection layout. The proposed roadway redesign replaces the existing configuration with a modern roundabout and consolidated street network intended to improve traffic operations, reduce conflict areas, and enhance overall transportation safety for motorists, pedestrians, and bicyclists.

According to Federal Highway Administration research, conversion of traditional intersections to single-lane roundabouts can reduce total vehicle conflict points from approximately 32 conflict points at a conventional four-leg intersection to approximately 8 conflict points at a roundabout configuration, substantially reducing the potential for severe vehicle collisions and turning conflicts. Roundabouts are also associated with lower travel speeds and reductions in severe injury crashes due to elimination of high-speed angle conflicts. The proposed roadway improvements incorporate these design principles to improve overall corridor safety and traffic function.

The vacation also facilitates installation of detached pedestrian and bicycle facilities, improved roadway alignments, and traffic calming infrastructure intended to improve multimodal safety and accessibility throughout the corridor. These improvements support safer circulation for all users while modernizing the transportation network to current City standards.

Police, fire, and emergency services will continue to maintain adequate access to all surrounding properties through the redesigned public street system. The proposed roadway network maintains continuous public access and is designed to improve circulation efficiency and operational reliability compared to the existing roadway configuration.

Existing utilities located within the current right-of-way and easement areas will either remain protected through retained easements or be relocated and reconstructed as part of the coordinated public infrastructure improvements associated with the roadway project. The vacation therefore does not reduce the availability or functionality of utility

services to adjacent properties.

Therefore, staff finds this criterion met.

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

The proposed right-of-way vacation will not inhibit the provision of adequate public facilities or services to surrounding properties. The vacation is being processed in conjunction with the coordinated reconstruction and realignment of the public roadway and utility network associated with the approved Redlands 360 development. New roadway improvements, utility relocations, drainage infrastructure, and associated public facilities will be constructed to current City standards as part of the overall project.

All affected properties will continue to be served by adequate public access, emergency services, utilities, drainage facilities, and transportation infrastructure following completion of the roadway improvements. Existing utilities located within the vacation area will either remain protected through retained easements or be relocated into the new right-of-way and utility easement areas established through the associated development approvals.

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

The proposed right-of-way vacation will not hinder public or City functions. The vacation is being processed in conjunction with a coordinated roadway realignment and public infrastructure improvement project that modernizes the transportation network and improves overall circulation within the area. The proposal maintains public access, emergency response capabilities, utility service provision, and multimodal connectivity through the redesigned roadway system.

The vacation removes portions of excess and obsolete right-of-way that are no longer necessary following construction of the new roadway configuration, including the roundabout and associated street realignments. Public functions currently served by the existing right-of-way will continue to be accommodated through the replacement roadway network and associated public improvements. Utility infrastructure will either remain protected through retained easements or be relocated into new public right-of-way and easement areas as part of the project improvements.

Staff finds that this criterion has been met.

FINDING OF FACT, STAFF RECOMMENDATION AND CONDITIONS

After reviewing the request to vacate approximately 18,629 square feet of 50-foot-wide public right-of-way along South Broadway and approximately 1,823 square feet of 30-foot-wide public right-of-way along 23 Road, City file number VAC-2025-329, the

following finding of fact has been made:

The request conforms with Section 21.02.050(p)(iii)(B) of the Zoning and Development Code.

Therefore, staff recommends approval of the request subject to the following conditions:

- The applicant shall grant a temporary roadway and access easement, in a form acceptable to the City, over the areas necessary to maintain vehicular, emergency, utility, and property access during the reconstruction and reconfiguration of South Broadway and 23 Road, including the construction of Brothers Boulevard. The temporary roadway and access easement shall remain in effect until the roadway improvements have been completed, accepted by the City, and permanent access has been established for all affected properties.
- The applicant shall construct and make available for use a temporary roadway, subject to review and approval by the City Engineer, sufficient to maintain vehicular, emergency, utility, and property access during construction of the permanent roadway improvements. The temporary roadway shall be maintained in a safe and operable condition until the permanent roadway improvements have been completed, accepted by the City, and opened to public use.
- New public right-of-way for road(s) and easement(s) shall be dedicated to the City by plat or by separate instrument reviewed and approved by staff as providing comparable replacement for those being vacated. The roadway improvements, and associated public infrastructure improvements shown on the approved Redlands 360 Construction Site Plan, as depicted on Exhibit 5, and necessary to maintain the public transportation network and access to adjacent properties shall be constructed, accepted by the City, and available for public use, or a development improvements agreement shall be provided to the City for the construction of the same with acceptable security as deemed appropriate by the City. All utilities in the vacated road(s) and easement(s) shall be relocated to the satisfaction of the City and the utility companies, or a development improvements agreement shall be provided to the City for the relocation of the same with acceptable security as deemed appropriate by the City.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to introduce and pass for publication in pamphlet from an ordinance vacating 18,629 square feet of a 50-foot-wide public right-of-way along South Broadway and approximately 1,823 square feet of 30-foot-wide public right-of-way along 23 Road, and set a public hearing for July 1, 2026.

Attachments

1. Exhibit 1. Development Application
2. Exhibit 2. Neighborhood Comment Meeting Waiver
3. Exhibit 3. Supplementary Vacations & Road Realignment Exhibit
4. Exhibit 5. New Roadway Configuration
5. Planning Commission Minutes - 2026 - June 9 - DRAFT
6. Exhibit 4. ROW Vacation Ordinance

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-181-00-052

Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

PROPERTY DESCRIPTION AS SURVEYED

A parcel of land situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded at Reception Number 2003808 of the records in the office of the Mesa County Clerk and Recorder. Said parcel being more particularly described as follows:

Beginning at a 3.25" aluminum cap in a monument box marked MESA COUNTY SURVEY MARKER NO 230-1 - PLS 24953 for the north 1/16th corner of said Section 18 and Section 17, whence a 2.25" brass cap in concrete marked MESA COUNTY SURVEY MARKER NO 352 - 1966 for the quarter corner of said Section 18 and Section 17 bears South 00°02'39" East with all bearings herein relative thereto;

thence South 00°02'39" East along the east line of the southeast quarter of the northeast quarter of said Section 18, a distance of 236.67 feet to a 1.5" aluminum cap marked PLS 38274;

thence North 80°35'56" West along Right-of-Way as described at Reception Number 978834, a distance of 25.34 feet to a 1.5" aluminum cap marked PLS 38274;

thence continuing along said Right-of-Way the following four courses:

1. thence South 00°02'39" East, a distance of 466.71 feet to a 1.5" aluminum cap marked LS 17485 - LANDESIGN at the beginning of a curve concave to the east having a radius of 50.00 feet and a central angle of 119°59'39" and being subtended by a chord which bears South 00°02'39" East 86.60 feet;
2. thence southwesterly along said curve, a distance of 104.71 feet to a 1.5" aluminum cap marked PLS 38274;
3. thence South 00°02'39" East, a distance of 6.70 feet to a 1.5" aluminum cap marked PLS 38274;
4. thence North 89°57'53" East, a distance of 25.00 feet to a 1.5" aluminum cap in concrete;

thence South 00°02'39" East along the said east line of the southeast quarter of the northeast quarter of said Section 18, a distance of 527.31 feet to the hereinabove described quarter corner;

Thence North 89°54'43" East along the north line of the northwest quarter of the southwest quarter of said Section 17, a distance of 1322.08 feet to a 2.5" aluminum cap marked LS 33650 - 2006 for the center-west sixteenth of said Section 17;

thence South 00°22'02" East along the east line of the northwest quarter of the southwest quarter of said Section 17, a distance of 1321.36 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO. 1196 for the southwest sixteenth corner of said Section 17;

thence North 89°42'27" West along the south line of the northwest quarter of the southwest quarter of said Section 17, a distance of 1315.71 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO. 1197 for the south sixteenth on the west line of said Section 17;

thence South 89°43'41" West along the south line of the northeast quarter of the southeast quarter of said Section 18, a distance of 1318.65 feet to a 3.25" brass cap marked HD5 24953 2021 for the southeast sixteenth corner of said Section 18;

thence South 89°43'57" West along the south line of the northwest quarter of the southeast quarter of said Section 18, a distance of 1314.58 feet to a 3" brass cap marked MESA COUNTY SURVEY MARKER NO. for the center-south sixteenth corner of said Section 18;

thence North 00°18'55" West along the west line of the northwest quarter of the southeast quarter of said Section 18, a distance of 1318.40 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO. 1203 for the center-quarter corner of said Section 18;

thence South 89°51'36" West along the south line of the southeast quarter of the northwest quarter of said Section 18, a distance of 1131.99 feet to the center line of the Redlands Water and Power Company Second Lift Canal, thence along said centerline the following five courses;

1. thence North 39°27'47" West, a distance of 133.57 feet;
2. thence North 09°06'47" West, a distance of 142.56 feet;
3. thence North 01°57'13" East, a distance of 108.17 feet;
4. thence North 20°06'13" East, a distance of 228.20 feet;
5. thence North 31°31'47" West, a distance of 341.77 feet to the center line of the Redlands Water and Power Company First Lift Canal, thence along said centerline the following two courses;

1. thence North 55°01'13" East, a distance of 403.97 feet;
2. thence North 65°28'42" East, a distance of 441.74 feet to the north line of the southeast quarter of the northwest quarter of said Section 18;

thence North 89°41'02" East, a distance of 598.71 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO 1204 for the center-north 1/16th of said Section 18;

thence North 22°25'01" West, a distance of 361.74 feet to the center line of said First Lift Canal, thence along said centerline the following two courses;

1. thence North 48°38'44" East, a distance of 56.08 feet;
2. thence North 21°39'49" East, a distance of 54.16 feet to the south boundary of South Easter Hill Subdivision as recorded at Reception Number 727359;

thence South 58°55'11" East along said south boundary, a distance of 248.17 feet to a 1.5" aluminum cap marked PLS 38274;

thence South 32°21'11" East along said south boundary, a distance of 329.00 feet to a 1.5" aluminum cap marked PLS 38274 on the westerly line of Easter Hill Drive Right-of-Way, thence continuing along said Right-of-Way the following six courses;

1. thence South 05°17'49" West, a distance of 68.10 feet to a 1.5" aluminum cap marked PLS 38274;
2. thence South 06°47'49" West, a distance of 230.30 feet to a 1.5" aluminum cap marked PLS 38274;
3. thence South 68°22'11" East, a distance of 165.00 feet to a 1.5" aluminum cap marked PLS 38274;
4. thence South 74°40'11" East, a distance of 130.10 feet to a 1.5" aluminum cap marked PLS 38274;
5. thence North 44°01'49" East, a distance of 866.20 feet to a 1.5" aluminum cap marked LS 17485 - LANDESIGN;
6. thence North 40°25'49" East, a distance of 38.18 feet to a 1.5" aluminum cap marked PLS 38274;

thence South 07°38'49" West, a distance of 85.86 feet to a 1.25" plastic cap on #5 rebar marked LS 2376;

thence South 23°05'11" East, a distance of 64.50 feet to a 1.25" plastic cap on #5 rebar marked LS 2376;

thence South 67°04'11" East, a distance of 64.03 feet to a 1.25" plastic cap on #5 rebar marked LS 2376;

thence North 72°42'49" East, a distance of 112.51 feet to a 1.5" aluminum cap marked PLS 38274;

thence North 85°44'49" East, a distance of 152.14 feet to a 1.5" aluminum cap marked PLS 38274;

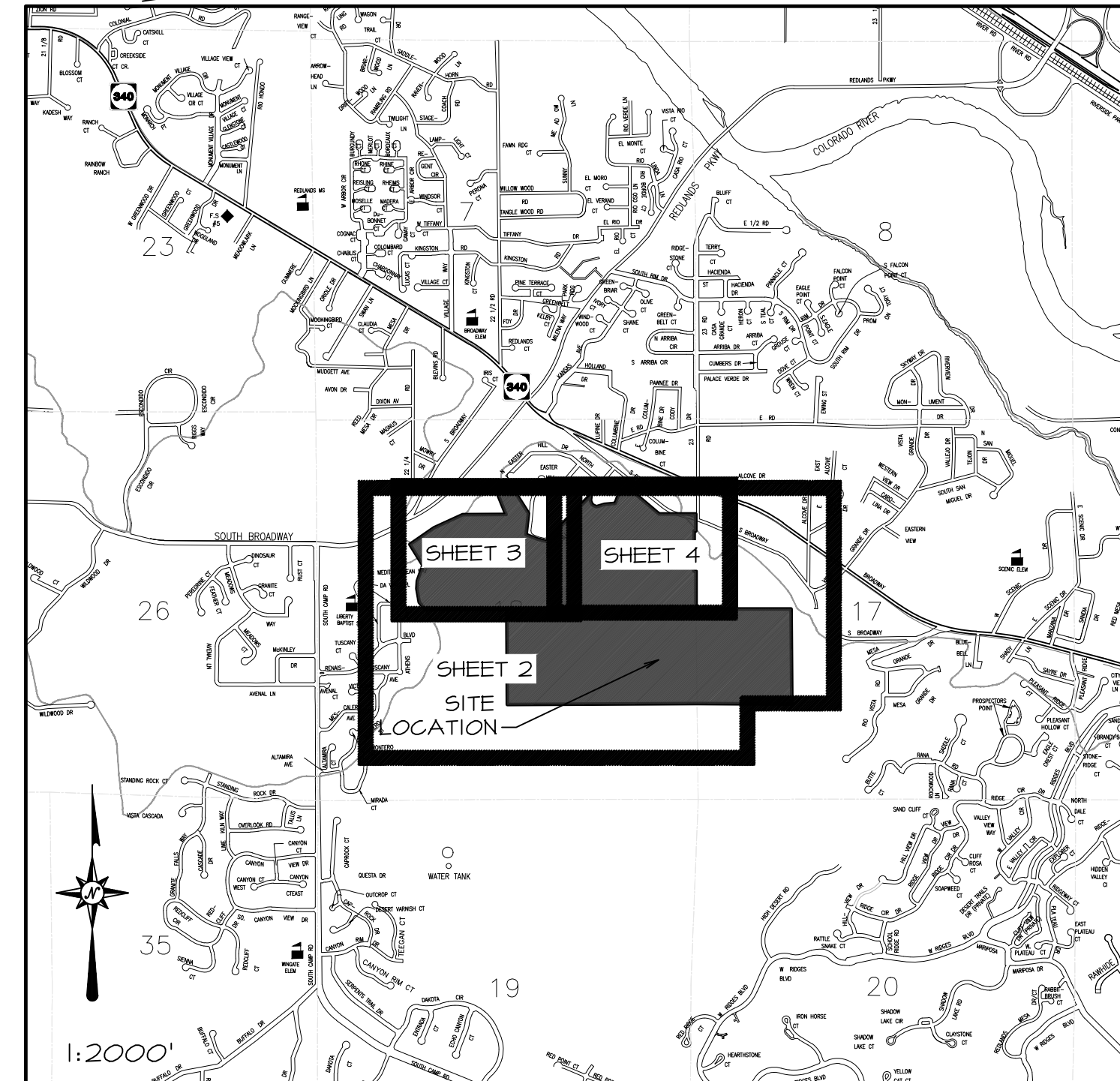
thence North 21°20'49" East, a distance of 102.82 feet to a 1.5" aluminum cap marked PLS 38274;

thence North 40°25'49" East, a distance of 210.00 feet to a 1.5" brass washer marked PLS 38274;

thence South 49°34'08" East, a distance of 621.65 feet to a 1.5" brass washer marked PLS 38274;

thence North 89°57'30" East along the north line of the southeast quarter of the northeast quarter, a distance of 473.32 feet to the Point of Beginning.

Said parcel containing 237.73 acres more or less.



Lineal Units of Measurement are U.S. Survey Foot.

MCLCS ZONE "GVA"
 TRANSVERSE MERCATOR PROJECTION
 POINT OF ORIGIN (SNO) AND CENTRAL MERIDIAN:
 LATITUDE: 39°06'22.72746N
 LONGITUDE: 108°32'01.43552W
 NORTHING: 50,000FT
 EASTING: 100,000FT
 SCALE FACTOR: 1.000218181798
 PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

BASIS OF BEARINGS

The bearings hereon are grid bearings of the Mesa County Local Coordinate System, GVA, as defined at http://emap.mesacounty.us/gps_survey/GVAZONE.htm, determined by GPS observation of the east line of the Northeast Quarter of the Southeast Quarter of Section 18, Township 1 South, Range 1 West of the Ute Meridian, the east 1/4 corner of said Section 18, being a 2.25" brass cap in concrete marked "MESA COUNTY SURVEY MARKER NO 352, 1966" whence the south 1/16th Corner of said Section 18 and Section 17, being a 3" brass cap in concrete marked "COUNTY SURVEY MARKER NO 1196", bears South 00°38'53" East, as shown hereon.

This plat is a graphical representation of the professional opinion of the undersigned surveyor of the location of the property as described in the title documents referenced. The bearings of the boundary lines on the drawing represent the title description rotated to grid north of the Mesa County Local Coordinate System (MCLCS) noted above. The geometric integrity of the lines has been preserved except where they yield to record monuments and/or senior or controlling lines.

There exists on this parcel a complex network of trails of indeterminate origin. There exists "NO TRESPASSING" signs posted throughout this parcel. Some of these trails have apparently been used by the public for a substantial period of time, which may favor the development of unwritten rights.

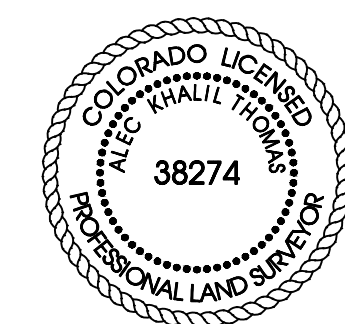
Rebar found and accepted by this survey were affixed with a 1.5" aluminum cap marked PLS 38274.

This survey plat does not constitute a title search by the undersigned surveyor or River City Consultants, Inc. and no certification as to title or ownership of any parcels shown hereon is made by either. All information regarding ownership, rights-of-way easements of record, adjoiners, and other documents that may affect the quality of title to this property is from a title commitment prepared by Land Title Guarantee Company, GJC65051840-3, dated June 02, 2022. Other documents may exist which would affect this property.

SURVEYOR'S STATEMENT

I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K Thomas,
 Colorado PLS 38274



LAND SURVEY DEPOSITS

Mesa County Surveyor's Office
 Date _____
 Deposit Number _____



215 Pitkin Avenue, Unit 201 Grand Junction, CO 81501
 Phone: 970.241.4722
 www.rcwest.com Fax: 970.241.8841

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.

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number
 2945-181-00-052
 Situated in Section 18 and the
 Northwest Quarter of the Southwest
 Quarter of Section 17, Township 1 South,
 Range 1 West of the Ute Meridian.

Sheet 1 of 4	Date: 2/13/2023	Job No. 1988-005
Surveyed: SLG	Drawn: AKT	Checked: BDM
Drawing name: S:\PROJECTS\1888 La Plata Corridor, Inc\005_Easter Hill Survey\DWG\1888-005 SP.dwg		

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-181-00-052

Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

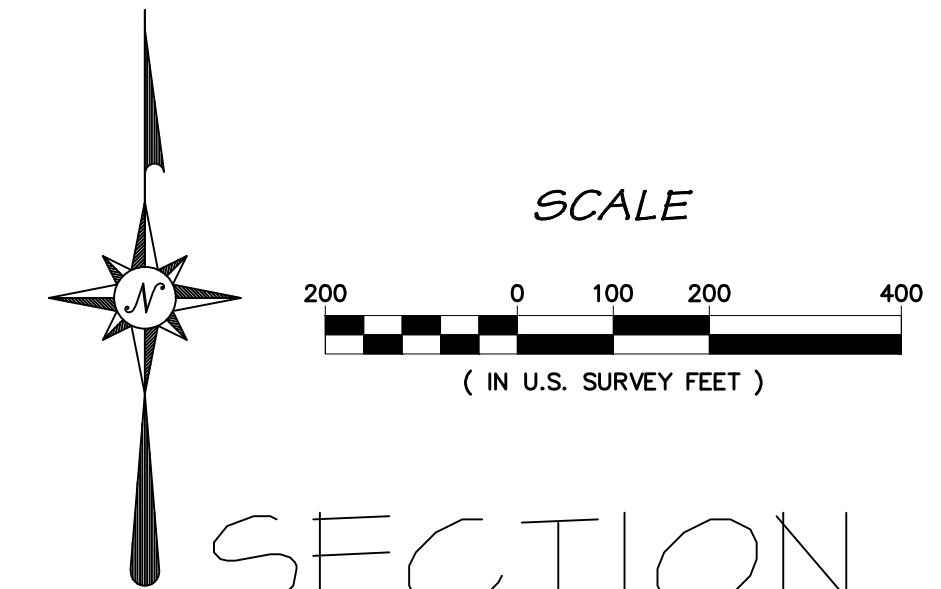
There exists a NOTICE OF RIGHTS-OF-WAY recorded at Reception Number 1841356 that claims 25 feet from the canal centerline as now constructed on the upslope or easterly side. said document claims to have acquired "valid rights, prescriptive or otherwise". No opinion as to the validity of this claim is given by the hereon signed surveyor.

Lineal Units of Measurement are U.S. Survey Feet.

MCLGS ZONE "GVA"
 TRANSVERSE MERCATOR PROJECTION
 POINT OF ORIGIN (SNO) AND CENTRAL MERIDIAN:
 LATITUDE: 39°06'22.12146"N
 LONGITUDE: 108°32'01.43552"W
 NORTHING: 50,000FT
 EASTING: 100,000FT
 SCALE FACTOR: 1.000218181798
 PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

BASIS OF BEARINGS

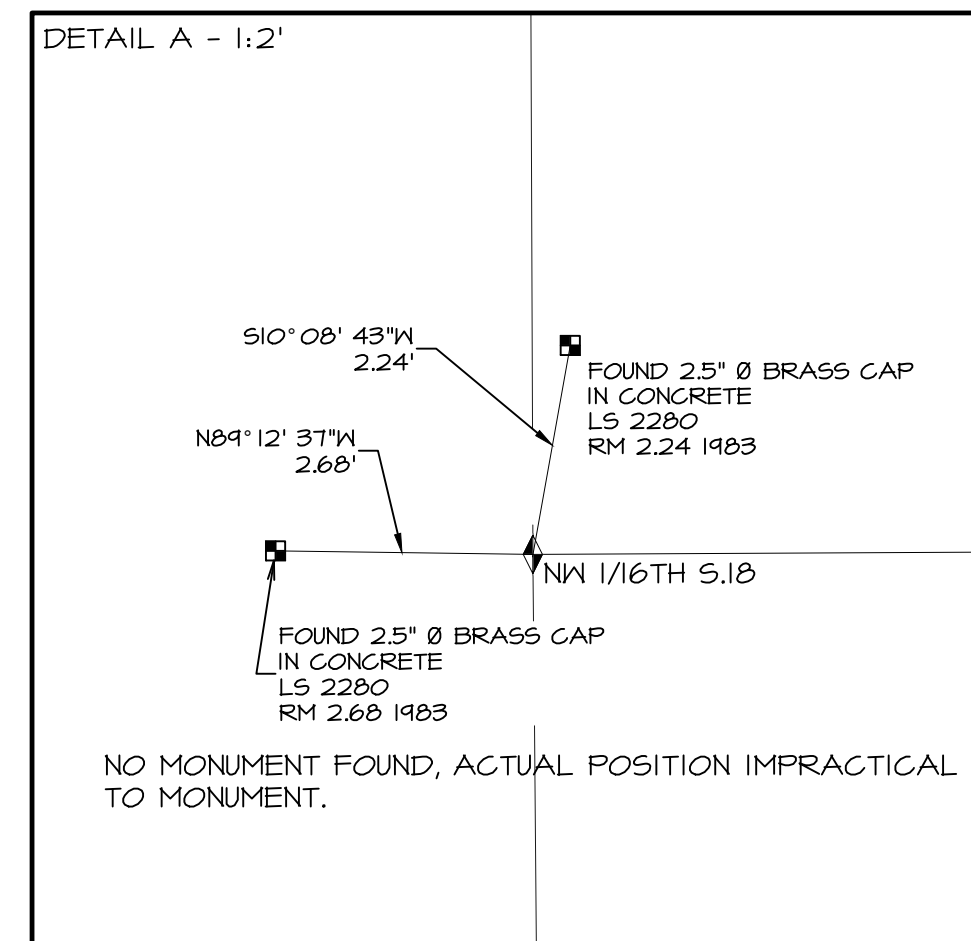
The bearings hereon are grid bearings of the Mesa County Local Coordinate System, GVA, as defined at http://emap.mesacounty.us/gps_survey/GVAZONE.htm, determined by GPS observation of the east line of the Northeast Quarter of the Southeast Quarter of Section 18, Township 1 South, Range 1 West of the Ute Meridian, the east 1/4 corner of said Section 18, being a 2.25" brass cap in concrete marked "MESA COUNTY SURVEY MARKER NO 352, 1966" whence the south 1/16th corner of said Section 18 and Section 17, being a 3" brass cap in concrete marked "COUNTY SURVEY MARKER NO 1196", bears South 00°30'53" East, as shown hereon.



SEE SHEET 4 FOR ADDITIONAL BOUNDARY DATA.

SECTION 18

SEE SHEET 3 FOR ADDITIONAL BOUNDARY DATA.



FOUND 3" Ø BRASS CAP
 IN CONCRETE
 COUNTY SURVEY MARKER NO 1203
 C-1/4 S.18

589°51'21"W 2625.62'

FOUND 2.25" Ø BRASS CAP
 IN CONCRETE
 MESA COUNTY SURVEY MARKER NO 352 1966
 N 1/4 S.17

N84°54'43"E 1922.08'

FOUND 2.5" Ø ALUMINUM CAP
 ON PIPE
 LS 33650
 2006
 C-N 1/16TH S.17

REC NO 2950212

REC NO 2954456

FOUND 3" Ø BRASS CAP
 IN CONCRETE
 COUNTY SURVEY MARKER NO 1202
 C-S 1/16TH S.18

FOUND 3.25" Ø BRASS CAP
 IN CONCRETE
 24453
 HDS 2021
 SE 1/16TH S.18

FOUND 3" Ø BRASS CAP
 IN CONCRETE
 COUNTY SURVEY MARKER NO 1197
 S 1/16 S.17 S.18

584°42'21"E 1915.71'

FOUND 3" Ø BRASS CAP
 IN CONCRETE
 COUNTY SURVEY MARKER NO 1196
 SW 1/16TH S.17

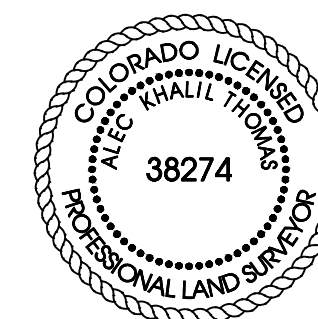
LOT 100
 CANYON RIM 360 SUBDIVISION
 FILING NUMBER ONE
 REC NO 3002807

SURVEYOR'S STATEMENT

I, Alec K. Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K. Thomas,
 Colorado PLS 38274

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.



LAND SURVEY DEPOSITS

Mesa County Surveyor's Office
 Date _____
 Deposit Number _____



215 Pitkin Avenue, Unit 201
 Grand Junction, CO 81501
 Phone: 970.241.4722
 Fax: 970.241.8841

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-181-00-052
 Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

Sheet 2 of 4 Date: 2/13/2023 Job No. 1988-005
 Surveyed: SLG Drawn: AKT Checked: BDM

Drawing name: S:\PROJECTS\1988 La Plata Corridor, Inc\005_Easter Hill\Survey\DWG\1988-005_SPL.dwg

IMPROVEMENT SURVEY PLAT

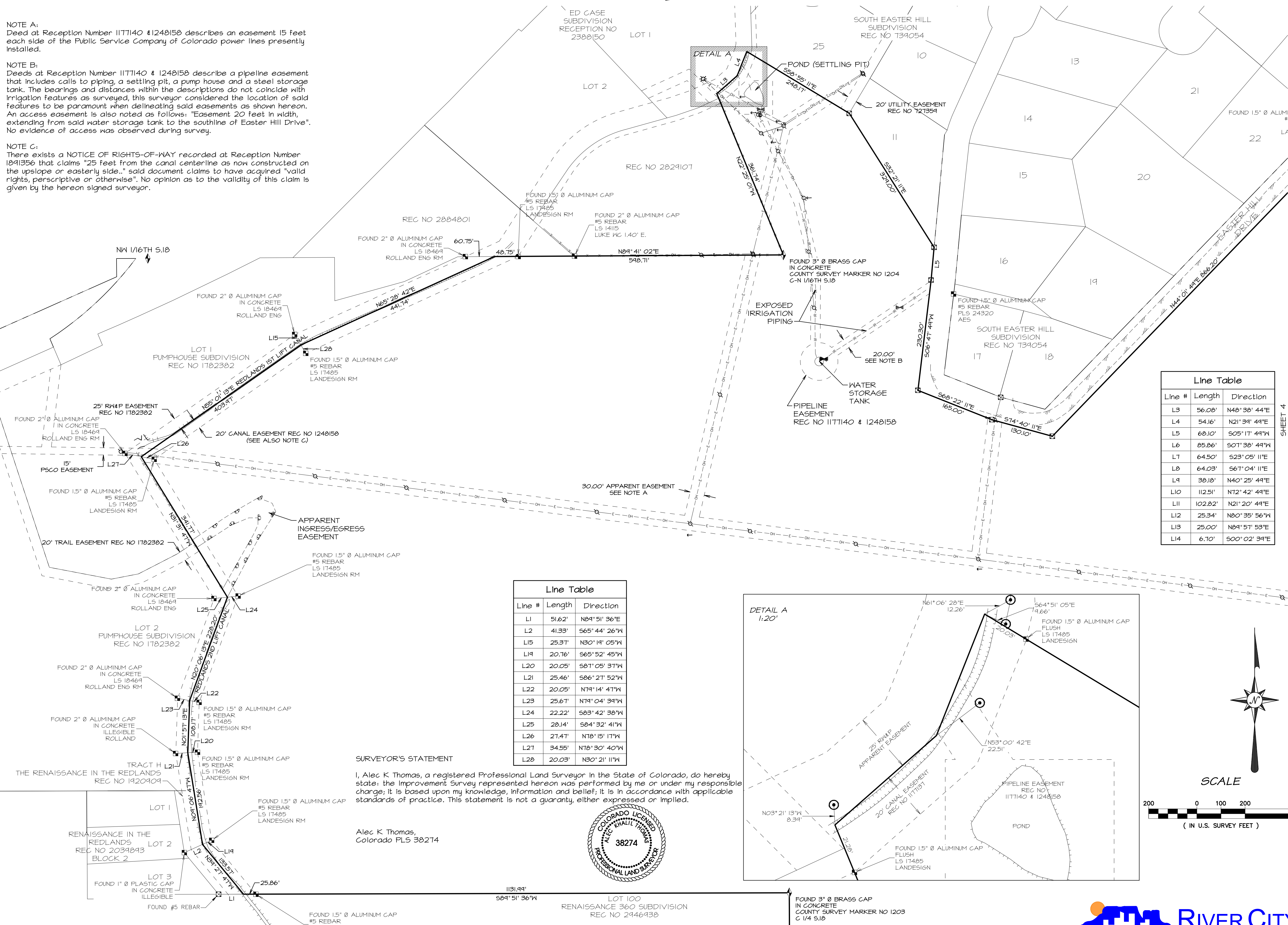
Mesa County Parcel Number 2945-181-00-052

Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

NOTE A:
Deed at Reception Number 1177140 #1248158 describes an easement 15 feet each side of the Public Service Company of Colorado power lines presently installed.

NOTE B:
Deeds at Reception Number 1177140 # 1248158 describe a pipeline easement that includes calls to piping, a settling pit, a pump house and a steel storage tank. The bearings and distances within the descriptions do not coincide with irrigation features as surveyed, this surveyor considered the location of said features to be paramount when delineating said easements as shown hereon. An access easement is also noted as follows: "Easement 20 feet in width, extending from said water storage tank to the southline of Easter Hill Drive". No evidence of access was observed during survey.

NOTE C:
There exists a NOTICE OF RIGHTS-OF-WAY recorded at Reception Number 1891356 that claims "25 feet from the canal centerline as now constructed on the upslope or easterly side." said document claims to have acquired "valid rights, prescriptive or otherwise". No opinion as to the validity of this claim is given by the hereon signed surveyor.



LEGEND

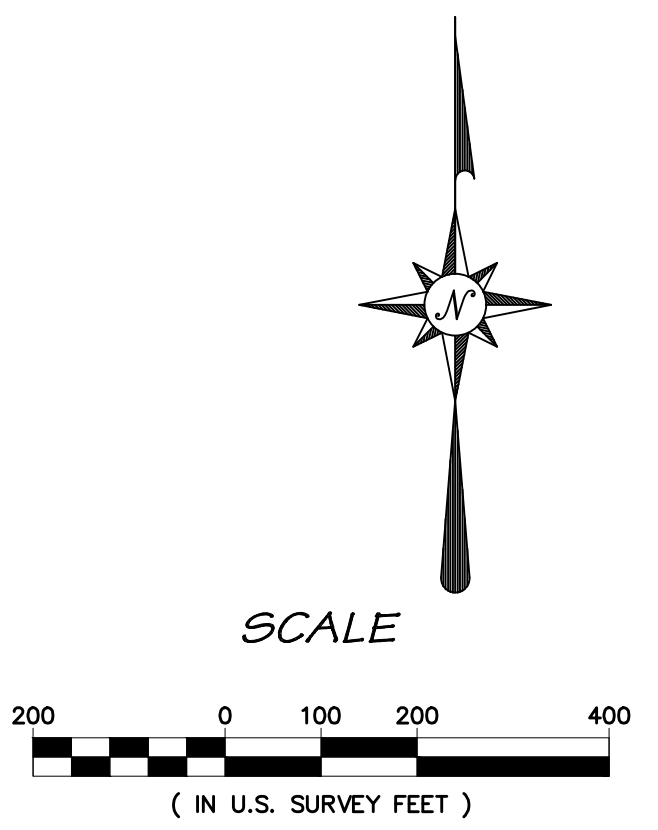
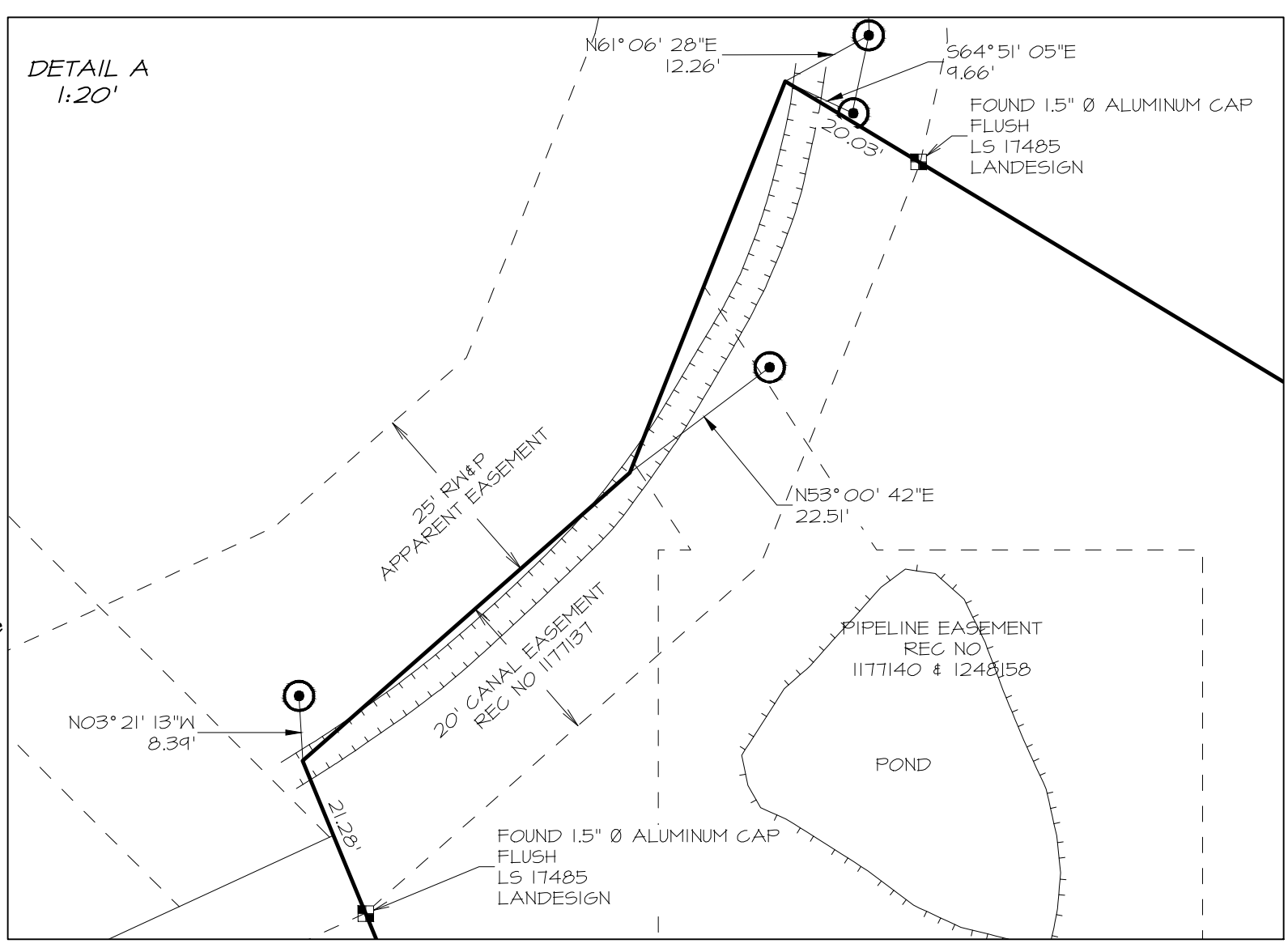
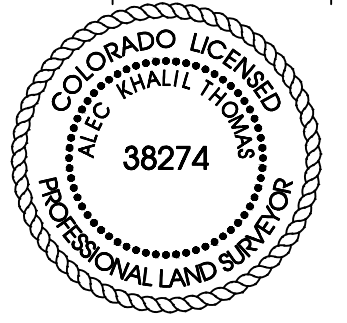
- MONUMENT FOUND AS NOTED
- 1.5" ALUMINUM CAP IN CONCRETE
LS 24414 - SURVEY IT INC.
- 1.25" PLASTIC CAP ON #5 REBAR
LS 2376
- ◆ ALIQUOT MONUMENT AS NOTED
- FOUND REBAR
- SET 1.5" ALUMINUM CAP ON # 5 REBAR
FLS 38274
- SET 1.5" BRASS WASHER
FLS 38274
- TV CABLE TV PEDESTAL/PULL BOX
- T TELEPHONE PEDESTAL/PULL BOX
- ELECTRICAL TRANSFORMER
- - - - - EASEMENT LINE
- — — — — PARCEL LINE
- — — — — ROW LINE
- — — — — ALIQUOT LINE
- — — — — EDGE OF ASPHALT
- — — — — EDGE OF GRAVEL
- — — — — EDGE OF CONCRETE
- — — — — FLOW LINE
- — — — — DITCH TOE
- - - - - UNDERGROUND TELEPHONE
- TV - CABLE TV LINE
- G - GAS LINE
- W - WATER LINE
- E - UNDERGROUND ELECTRIC LINE
- OHT - OVERHEAD TELEPHONE LINE
- OHE - OVERHEAD ELECTRIC LINE
- S - SANITARY LINE
- D - STORM LINE
- □ - WOOD FENCE
- ○ - CHAIN LINK/IRON FENCE
- X - FENCE
- ⊕ LIGHT POLE
- BOLLARD
- ⊙ UTILITY POLE

Line #	Length	Direction
L3	56.08'	N48°38'44"E
L4	54.16'	N21°31'49"E
L5	68.10'	S05°11'49"W
L6	85.86'	S01°38'49"W
L7	64.50'	S23°05'11"E
L8	64.03'	S61°04'11"E
L9	38.18'	N40°25'49"E
L10	112.51'	N12°42'49"E
L11	102.82'	N21°20'49"E
L12	25.34'	N80°35'56"W
L13	25.00'	N81°51'53"E
L14	6.70'	S00°02'34"E

Line #	Length	Direction
L1	51.62'	N84°51'36"E
L2	41.33'	S65°44'26"W
L15	25.31'	N30°14'05"W
L19	20.16'	S65°52'45"W
L20	20.05'	S81°05'37"W
L21	25.46'	S86°27'52"W
L22	20.05'	N71°14'41"W
L23	25.61'	N71°04'34"W
L24	22.22'	S83°42'38"W
L25	28.14'	S84°32'41"W
L26	21.41'	N18°15'17"W
L27	34.55'	N18°30'40"W
L28	20.03'	N30°21'11"W

SURVEYOR'S STATEMENT
I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K Thomas,
Colorado FLS 38274



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.

RIVER CITY CONSULTANTS
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
Phone: 970.241.4722
www.rcvwest.com
Fax: 970.241.8841

IMPROVEMENT SURVEY PLAT
Mesa County Parcel Number 2945-181-00-052
Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

Sheet 3 of 4 Date: 1/31/2023 Job No. 1988-005
Surveyed: SLG Drawn: AKT Checked: BDM
Drawing name: S:\PROJECTS\1988 La Plata Corridor, Inc\1988_Easter Hill\Survey\CAD\1988-005 SP.dwg

**- General Project Report –
 Right-of-way (ROW/Multi-purpose Easements (MPE)
 Vacation Request
 South Broadway and 23 Road**

**No Physical Address,
 Grand Junction, CO
 Tax Parcel Nos. 2945-181-22-998 & 2945-181-23-001
 Owner(s): Grand Junction Land Company, LLC**

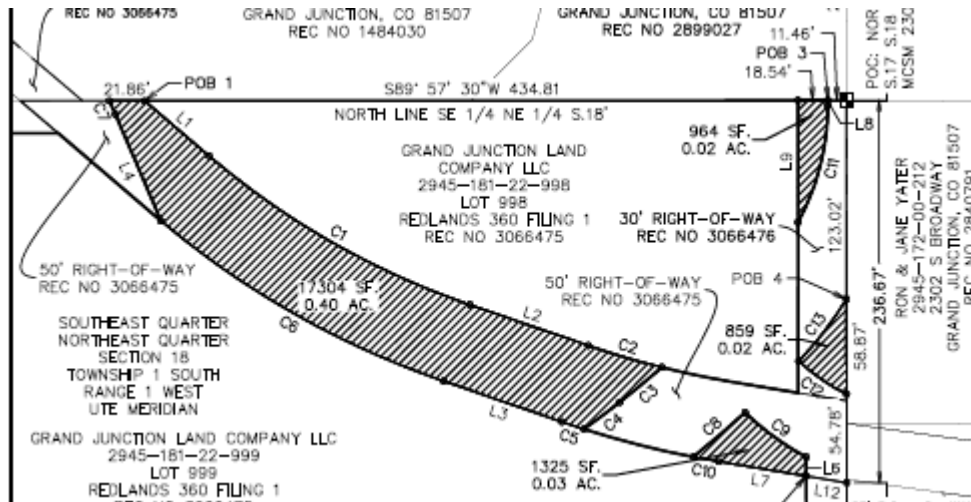
May 19, 2026

A. Project Description:

Location: The ROW and associated multi-purpose easements to be vacated are located within the current ROW for S. Broadway and 23 Road, platted with Redlands 360 Filing 1 Subdivision, recorded at Reception Number 3066475.



Acresage: The ROW to be vacated is: Area 1, 0.40 acre; Area 2, 0.03 acre, Area 3, 0.02 acre, and Area 4, 0.02 acre.



Proposed Use: South Broadway and 23 Road are being realigned with construction of Redlands 360 Filing 3, which has planning approval. Filing 3 will plat/replat ROW and install infrastructure. The installation of streets and utilities will facilitate future filings of the Redlands 360 master planned community.

B. Public Benefit

The ROW vacations facilitate the realignment of infrastructure which includes a roundabout that is a marked safety improvement as it reduces conflict points by approximately 75%, benefiting the community. All utility providers (Xcel, Ute Water and Persigo) have signed off on the realignment of ROW and MPEs.

C. Neighborhood Meeting

The Community Development Director waived the requirement for an Outreach Meeting. Infrastructure, traffic patterns, etc. were discussed at the Outreach Meeting held on October 21, 2025, related to the ODP Amendment, Annexation and overall Redlands 360 project.

D. Project Compliance, Compatibility, and Impact

1) Adopted plans and/or policies:

The ROW/MPE vacation request is in compliance with Section 21.02.050(p)(2)(iii)(B) Review Criteria for Vacation of Public Right-of-Way or Easement. The ROW/MPE vacation request supports the comprehensive plan by installing pedestrian and bicycle facilities as part of the new infrastructure and new dedication of ROW with Filing 3 construction. There are currently no sidewalks or on street bike/ped paths.

2) Land use in the surrounding area:

The land use in the surrounding area is a mixture of undeveloped parcels and low-density single-family homes. Surrounding zoning consists of:

- North and east – County RSF-4
- West and South – City PD

3) Site access and traffic patterns:

South Broadway and 23 Road will be realigned. The right-of-way vacation will have no effect on existing traffic patterns in conjunction with the construction of the new infrastructure in Filing 3.

4) Availability of utilities, including proximity of fire hydrants-

The subject parcel is served by the following:

Ute Water
City of Grand Junction Sewer
City of Grand Junction Storm Sewer
Xcel Energy (gas & electric)
Redlands Water and Power Company
City of Grand Junction Fire – Station 5
Charter/Spectrum (Cable)
CenturyLink/Lumen (Phone)

A fire flow form was submitted with the major subdivision application and indicates location of fire hydrants, as well as proposed locations on the construction plans.

5) Special or unusual demands on utilities (high water or sewage quantities, grease, or sediment contribution, pre-treatment needs, etc.):

There will be no special or unusual demands on utilities as a result of the right-of-way vacation. Utilities in existing ROW will be relocated to the realigned ROW.

6) Effects on public facilities (fire, police, sanitation, roads, parks, schools, irrigation, etc.):

The right-of-way vacation will have no adverse effect on public facilities. All utilities will be relocated to the new alignment with construction of Filing 3. Traffic circulation is improved as a result of the new alignment for emergency services. Pedestrian connections and bicycle facilities will be put in place where there were none previously.

7) Hours of operation:

This criterion is not applicable for this submittal.

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 (such as per SCS soils mapping):

This criterion is not applicable for this submittal.

11) Impact of project on site geology and geological hazards:

None are anticipated.

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted.

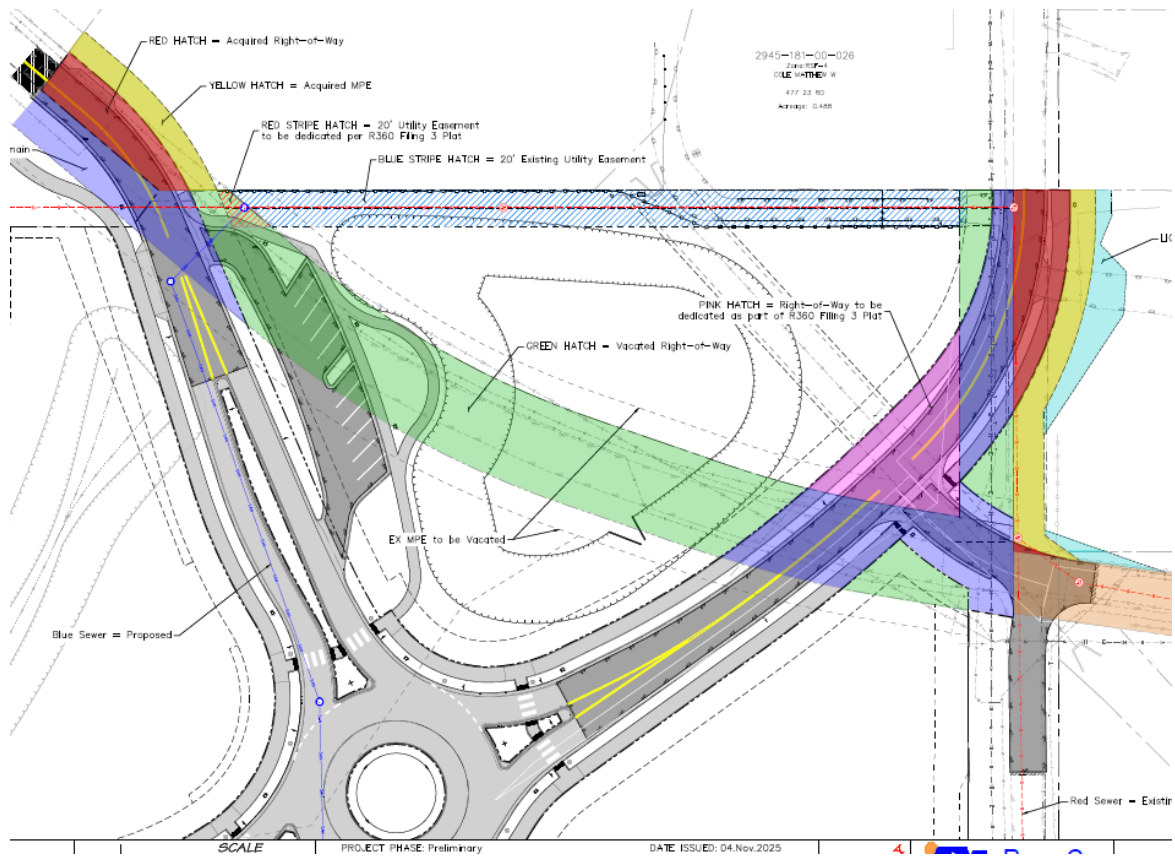
Section 21.02.050 (p)(2)(iii)(B) Review Criteria for Vacation of Public Right-of-Way or Easement:

(B) The Planning Commission shall recommend to and the City Council shall decide on all other request in light of the following criteria:

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

The major subdivision for Redlands 360 Filing 3 has been approved. The new roadway system still provides connections to South Broadway and 23 Road and still provides access to all adjacent landowners. The proposed vacation and realignment of ROW and MPEs does not conflict with the Grand Junction Circulation plan or the Comprehensive plan and supports the Comprehensive Plan with the construction of dedicated pedestrian and bicycle paths, promoting Plan Principle 6: Efficient and Connected Transportation. More specifically it supports 6:1, Continue to develop a safe, balanced and well-connected transportation system that enhances mobility for all modes; a., d. and f.

The ROW vacation facilitates the construction of a roundabout and detached pedestrian/bicycle trail improving safety for all users and reducing points of conflict. It provides balanced modes of transportation, bicycling, walking and driving. It provides for specific improvements including sidewalks and buffered bike lines along an Active Transportation Corridor, and traffic calming measures with the roundabout.



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

All adjacent parcels will still have access to South Broadway and 23 Road. No parcel will be landlocked as a result of the vacation. The portions of existing ROW that are being vacated are located south and west of existing residential lots, creating no impact. The existing ROW being vacated is no longer needed to facilitate function of the realigned roadway.

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

As explained, all adjacent landowners still have access to South Broadway and 23 Road through the extended street system. The vacation and subsequent infrastructure construction of relocated access does not reduce or devalue adjacent properties. Most of the residential properties are located south and west of the proposed vacation and are not impacted. The newly aligned infrastructure creates safer access, reducing points of conflict and providing detached trails for pedestrians and bicyclists for all nearby residents and is a benefit to the community.

d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced,

including, but not limited to, police and fire protection and utility services;

The vacation request has no effect on the health, safety and welfare of the general community. Police and fire have direct access to adjacent properties from the realigned South Broadway and 23 Road street network. ROW and MPEs are being realigned in conjunction with the new ROW and MPE dedications associated with Filing 3 and additional ROW acquisitions by the City. The proposed street network will improve access and traffic function and will be constructed to full City ROW standards. Points of conflict will be reduced by approximately 75%. Existing utilities within existing ROW will be relocated to the new ROW.

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

The vacation does not inhibit the provision of adequate public facilities or services. Any utilities that are located within ROW or multi-purpose easements to be vacated are being relocated within the proposed realignment and will still serve all existing properties.

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

The vacation will not hinder public and City functions. ROW and MPEs are being realigned in conjunction with the new ROW and MPE dedications associated with Filing 3 and additional ROW acquisitions by the City. The proposed street network will improve access and traffic function and will be constructed to full City ROW standards. The areas to be vacated are located within existing ROW and will revert back to the property owner. Existing utilities within existing ROW will be relocated to the new ROW.

F. Development Schedule

This criterion is not applicable for this submittal.

Development Application

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

Petition For:

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

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

Property Information

Site Location: <input type="text" value="No physical address"/>	Site Acreage: <input type="text" value="201 +/- acres"/>
Site Tax No(s): <input type="text" value="2945-181-22-999"/>	Site Zoning: <input type="text" value="PD"/>
Project Description: <input type="text" value="Vacation of portions of ROW as dedicated by Redlands 360 Filing 1 subdivision plat, as recorded at Description Number 0000475"/>	

Property Owner Information

Applicant Information

Representative Information

Name: <input type="text" value="Grand Junction Land Company"/>	Name: <input type="text" value="Redlands 360, LLC"/>	Name: <input type="text" value="River City Consultants, Inc."/>
Street Address: <input type="text" value="600 E. Hopkins Ave #1"/>	Street Address: <input type="text" value="422 E. Verjijo Ave. #11"/>	Street Address: <input type="text" value="215 Pitkin Ave #201"/>
City/State/Zip: <input type="text" value="Aspen, CO 81611"/>	City/State/Zip: <input type="text" value="Colorado Springs, CO"/>	City/State/Zip: <input type="text" value="Grand Jct. CO 81501"/>
Business Phone #: <input type="text" value="970-925-9046"/>	Business Phone #: <input type="text" value="970-712-0006"/>	Business Phone #: <input type="text" value="970-241-4722"/>
E-Mail: <input type="text" value="mmapple@dunrene.com"/>	E-Mail: <input type="text" value="jane.quimby@onelaplata.com"/>	E-Mail: <input type="text" value="tstates@rccwest.com"/>
Fax #: <input type="text"/>	Fax #: <input type="text"/>	Fax #: <input type="text"/>
Contact Person: <input type="text" value="Mike Maple"/>	Contact Person: <input type="text" value="Jane Quimby"/>	Contact Person: <input type="text" value="Tracy States"/>
Contact Phone #: <input type="text" value="970-925-9046"/>	Contact Phone #: <input type="text" value="970-712-0006"/>	Contact Phone #: <input type="text" value="970-241-4722"/>

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="Tracy States"/> <small>Digitally signed by Tracy States Date: 2025.05.20 13:34:07 -06'00'</small>	Date <input type="text" value="May 20, 2025"/>
Signature of Legal Property Owner	<input style="width: 100%; height: 20px;" type="text"/>	Date <input type="text" value="5/20/2025"/>

MESA COUNTY CERTIFICATE OF TAXES DUE

Account Number R105278
Parcel 294518122999

Certificate Number 134873
Acres 201.120
Order Number
Vendor ID Counter

Assessed To
GRAND JUNCTION LAND COMPANY LLC
C/O: DUNRENE MGMT LLC
600 HOPKINS AVE STE 303
ASPEN, CO 81611

Legal Description	Situs Address
LOT 999 REDLANDS 360 FILING 1 LOCATED IN SEC 17 AND SEC 18 1S 1W UM RECD 6/14/2023 RN-3066475 MESA CO RECDS - 201.12AC (RESERVED FOR FUTURE DEVELOPMENT)	

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$8,942.52	\$0.00	\$0.00	(\$8,942.52)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 05/27/2025					\$0.00

Tax Billed at 2024 Rates for Tax Area 14104 - 14104

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$0.43	100 AC AND UP	\$3,100	\$860
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$0.12	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$6.88	Total	\$3,100	\$860
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$1.02			
LIBRARY DISTRICT	3.0050000	\$2.58			
MESA COUNTY	11.3140000*	\$9.73			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$0.12			
SCHOOL DIST #51 GEN	31.1710000	\$26.80			
SCHOOL DIST# 51 BOND	11.3250000	\$9.74			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$2.22			
Taxes Billed 2024		69.3550000			\$59.64
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14105 - 14105

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$9.98	100 AC AND UP	\$71,410	\$19,920
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$2.73	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$159.36	Total	\$71,410	\$19,920
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$23.59			
LIBRARY DISTRICT	3.0050000	\$59.86			
MESA COUNTY	11.3140000*	\$225.37			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$2.73			
REDLANDS 360 METROPOLITAN D	15.0000000	\$298.80			
SCHOOL DIST #51 GEN	31.1710000	\$620.93			
SCHOOL DIST# 51 BOND	11.3250000	\$225.60			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$51.41			
Taxes Billed 2024		84.3550000			\$1,680.36
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14108 - 14108

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$14.65	100 AC AND UP	\$104,800	\$29,240
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$4.01	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$233.92	Total	\$104,800	\$29,240

MESA COUNTY CERTIFICATE OF TAXES DUE

Authority	Mill Levy	Amount	Values	Actual	Assessed
CITY OF GRAND JUNCTION	8.0000000	\$233.92	Total	\$104,800	\$29,240
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$34.62			
LIBRARY DISTRICT	3.0050000	\$87.87			
MESA COUNTY	11.3140000*	\$330.81			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$4.01			
SCHOOL DIST #51 GEN	31.1710000	\$911.45			
SCHOOL DIST# 51 BOND	11.3250000	\$331.15			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$75.47			
Taxes Billed 2024	69.3550000	\$2,027.96			
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14111 - 14111

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$0.13	100 AC AND UP	\$920	\$260
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$0.04	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$2.08	Total	\$920	\$260
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$0.31			
LIBRARY DISTRICT	3.0050000	\$0.78			
MESA COUNTY	11.3140000*	\$2.93			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$0.04			
SCHOOL DIST #51 GEN	31.1710000	\$8.11			
SCHOOL DIST# 51 BOND	11.3250000	\$2.95			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$0.67			
Taxes Billed 2024	69.3550000	\$18.04			
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14109 - 14109

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$5.38	100 AC AND UP	\$38,500	\$10,740
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$1.47	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$85.92	Total	\$38,500	\$10,740
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$12.72			
LIBRARY DISTRICT	3.0050000	\$32.27			
MESA COUNTY	11.3140000*	\$121.51			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$1.47			
SCHOOL DIST #51 GEN	31.1710000	\$334.79			
SCHOOL DIST# 51 BOND	11.3250000	\$121.63			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$27.72			
Taxes Billed 2024	69.3550000	\$744.88			
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14110 - 14110

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$2.30	100 AC AND UP	\$16,440	\$4,590
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$0.63	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$36.72	Total	\$16,440	\$4,590
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$5.43			
LIBRARY DISTRICT	3.0050000	\$13.79			
MESA COUNTY	11.3140000*	\$51.92			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$0.63			
SCHOOL DIST #51 GEN	31.1710000	\$143.07			

MESA COUNTY CERTIFICATE OF TAXES DUE

Authority	Mill Levy	Amount
SCHOOL DIST# 51 BOND	11.3250000	\$51.98
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$11.85
	69.3550000	\$318.32
Taxes Billed 2024		
* Credit Levy		

Tax Billed at 2024 Rates for Tax Area 14107 - 14107

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$9.09	100 AC AND UP	\$65,040	\$18,150
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$2.49	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$145.20	Total	\$65,040	\$18,150
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$21.49			
LIBRARY DISTRICT	3.0050000	\$54.54			
MESA COUNTY	11.3140000*	\$205.34			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$2.49			
SCHOOL DIST #51 GEN	31.1710000	\$565.76			
SCHOOL DIST# 51 BOND	11.3250000	\$205.55			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$46.85			
	69.3550000	\$1,258.80			
Taxes Billed 2024					
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14106 - 14106

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$20.48	100 AC AND UP	\$146,480	\$40,870
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$5.60	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$326.96	Total	\$146,480	\$40,870
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$48.39			
LIBRARY DISTRICT	3.0050000	\$122.81			
MESA COUNTY	11.3140000*	\$462.40			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$5.60			
SCHOOL DIST #51 GEN	31.1710000	\$1,273.95			
SCHOOL DIST# 51 BOND	11.3250000	\$462.85			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$105.48			
	69.3550000	\$2,834.52			
Taxes Billed 2024					
* Credit Levy					

All tax lien sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's office will need to be contacted prior to remittance after the following dates: Personal Property and Mobile Homes, Real Property - September 1. Tax lien sale redemption amounts must be paid by cash or cashiers check.

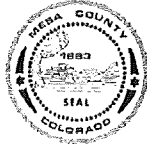
Special taxing districts and the boundaries of such districts may be on file with the board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

MESA COUNTY CERTIFICATE OF TAXES DUE

MESA COUNTY TREASURER, SHEILA REINER



Mesa County Treasurer
PO Box 20000
544 Rood Ave
Grand Junction CO 81502-5027

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Grand Junction Land Company, LLC ("Entity") is the owner of the following property:

(b) No physical address - parcel No. 2945-181-22 - 999

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) Vacation - ROW

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: _____

[Handwritten signature]

Printed name of person signing: Michael C. Maple as COO of Dunrene Management, Inc. Manager of Grand Junction

State of Colorado)

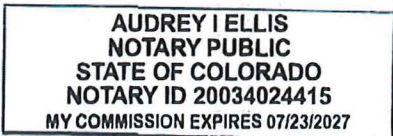
County of Pitkin) ss.

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

by MICHAEL C. MAPLE

Witness my hand and seal.

My Notary Commission expires on 7/23/2027.



Audrey Ellis
Notary Public Signature

3 PAGE DOCUMENT

BOOK 2536 PAGE 654
1882943 01/08/99 0331PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00 SURCHG \$1.00
DOCUMENTARY FEE \$120.00

WARRANTY DEED

Grantors(s):

Loren A. Saxe, Trustee of George B. Saxe and Dorothy E. Saxe 1992 Irrevocable Trust for Issue of Children U/T/A dated October 9, 1992

whose address is

c/o George Saxe: 2600 El Camino Real, Palo Alto, California 94306

*County of _____, and State of _____

California

, for the consideration of

One million, two hundred thousand and no/100-----
----- dollars, in hand paid, hereby sell(s)

and convey(s) to:

GRAND JUNCTION LAND COMPANY, LLC, A Colorado Limited Liability Company

whose legal address is 525 East Cooper, Aspen, Colorado 81611

*County of Pitkin, and State of Colorado

the following real property, in the *County of Mesa, and State of Colorado,

to wit:

TAX SCHEDULE NUMBER: 2945-181-00-027, 031, 040, 2945-182-00-025,
SEE ATTACHED LEGAL

also known by the street and number as vacant land located on the Redlands, Grand Junction, Colorado 81503

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

current year real property taxes and all subsequent taxes, special assessments, covenants, restrictions, easements and easements, and rights of way, existing or apparent, or of record, if any.

Signed this 21 st day of December, 1998

Loren A. Saxe

Loren A. Saxe, Trustee of George B. Saxe and Dorothy E. Saxe 1992 Irrevocable Trust for Issue of Children U/T/A dated October 9, 1992



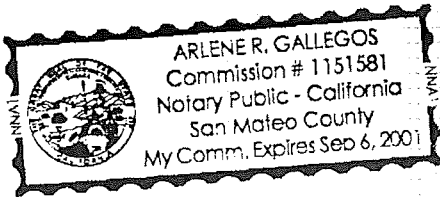
STATE OF

120.00
29947

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

BOOK 2536 PAGE 655

ON DECEMBER 18, 1998 before me, ARLENE R. GALLEGOS, NOTARY PUBLIC,
personally appeared LOREN A. SAXE and proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity and that
by his signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.



WITNESS my hand and official seal.

Arlene R. Gallegos
Arlene R. Gallegos



EXHIBIT "A"

TAX SCHEDULE #: 2945-181-00-027

A tract of land located in portions of the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), and the Northeast Quarter (NE $\frac{1}{4}$) of Section 18, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

BEGINNING at the East Quarter corner of Section 18, Township 1 South, Range 1 West of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 18 bears South 00°38'29" East, a distance of 1312.69 feet, for a basis of bearing with all bearings contained herein relative thereto; thence along the East line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18, South 00°38'29" East, a distance of 1312.69 feet to the Southeast corner of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18; thence along the South line of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the South line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, South 89°44'21" West, a distance of 2633.27 feet, to the SW corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; thence along the West line of the said NW $\frac{1}{4}$ SE $\frac{1}{4}$, North 00°18'07" West, a distance of 1318.44 feet, to the Center Quarter Corner (C $\frac{1}{4}$) of said Section 18; thence along the South line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, South 89°52'29" West, a distance of 1131.96 feet, to a point on the centerline of the Redlands Water and Power Company Second Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline the following five (5) courses: 1) thence North 39°27'14" West, a distance of 133.57 feet; 2) thence North 09°06'14" West, a distance of 192.56 feet; 3) thence North 01°57'46" East, a distance of 108.17 feet; 4) thence North 20°06'46" East, a distance of 228.20 feet; 5) thence North 31°31'14" West, a distance of 341.77 feet, to a point of intersection with the centerline of the Redlands Water and Power Company First Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline of the Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 55°01'46" East, a distance of 403.97 feet; 2) thence North 65°29'46" East, a distance of 441.63 feet to a point on the North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18; thence along the said North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 18, North 89°41'38" East, a distance of 598.71 feet, to the Northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence North 22°24'45" West, a distance of 361.73 feet to a point on the centerline of said Redlands Water and Power Company First Lift Canal; thence along said centerline of Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 48°35'51" East, a distance of 56.08 feet; 2) thence North 21°40'15" East, a distance of 54.16 feet to a point on the Southwesterly boundary of South Easter Hill Subdivision, as recorded in Plat Book 9, Page 61 of the Mesa County Records; thence along the said boundary of said South Easter Hill Subdivision the following eight (8) courses: 1) thence South 58°54'45" East, a distance of 248.17 feet; 2) thence South 32°20'45" East, a distance of 329.00 feet; 3) thence South 05°18'15" West, a distance of 68.10 feet; 4) thence South 06°48'15" West, a distance of 230.30 feet; 5) thence South 68°21'45" East, a distance of 165.00 feet; 6) thence South 74°39'45" East, a distance of 130.10 feet; 7) thence North 44°02'15" East, a distance of 866.20 feet; 8) thence North 40°26'15" East, a distance of 38.18 feet; thence South 07°39'15" West, a distance of 85.86 feet; thence South 23°04'45" East, a distance of 64.50 feet; thence South 67°03'45" East, a distance of 64.03 feet; thence North 72°43'15" East, a distance of 112.51 feet; thence North 85°45'15" East, a distance of 152.14 feet; thence North 21°21'15" East, a distance of 102.82 feet; thence North 40°26'15" East, a distance of 185.00 feet, to a point on the Southerly right-of-way line of South Broadway; thence along the said Southerly right-of-way line, South 49°33'45" East, a distance of 592.43 feet, to a point of intersection with the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence along the said North line of SE $\frac{1}{4}$ NE $\frac{1}{4}$, North 89°57'50" East, a distance of 511.84 feet, to the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence along the East line of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18, South 00°01'53" East, a distance of 236.65 feet, to a point of intersection on the South right-of-way line of South Broadway and the centerline of 23 Road, as described in Book 940, Page 197 of the Mesa County Records; thence along the Westerly right-of-way of said 23 Road the following five courses: 1) thence North 80°35'30" West, a distance of 25.34 feet; 2) thence South 00°01'53" East, a distance of 466.71 feet; 3) thence along the arc of a non-tangent curve to the left, having a delta angle of 120°00'00", with a radius of 50.00 feet, an arc length of 104.72 feet, a chord bearing of South 00°01'53" East, and a chord length of 86.60 feet; 4) thence South 00°01'53" East, a distance of 6.70 feet; 5) thence North 89°58'07" East, a distance of 25.00 feet, to a point on the East line of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18; thence along the said East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18, South 00°01'53" East, a distance of 527.43 feet, to the E $\frac{1}{4}$ corner of said Section 18, the POINT OF BEGINNING,
Mesa County, Colorado.

1882944 01/08/99 0331PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$20.00 SURCHG \$1.00
DOCUMENTARY FEE \$NO FEE

QUITCLAIM DEED

no consideration

This Quitclaim Deed dated as of December 15, 1998 is from LOREN A. SAXE as Trustee for the GEORGE B. SAXE AND DOROTHY R. SAXE 1992 IRREVOCABLE TRUST FOR ISSUE OF CHILDREN ("Grantor"), with an address of c/o George B. Saxe, 2600 El Camino Real, Palo Alto, California, to GRAND JUNCTION LAND COMPANY, LLC, a Colorado limited liability company ("Grantee"), with an address of 525 East Cooper, Aspen, Colorado.

RECITALS

A. Grantor has conveyed to Grantee by Warranty Deed of even date herewith, among other things, that certain real estate described in Exhibit A attached hereto and made a part hereof.

B. Grantor now desires to convey mineral rights, historic water rights and other interests to Grantee.

29947

CONVEYANCE

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby remises, releases, sells and quitclaims to Grantee the following interests (collectively, the "Property"):

(i) all right, title and interest of Grantor in and to any and all oil, gas and other minerals in and under, and that may be produced from the real estate described in Exhibit A hereto;

(ii) all right, title and interest of Grantor in and to any and all water, water rights, ditches, ditch rights, wells, and all water taps and sewer taps or pre-paid tap fees attributable to or historically used upon the real estate described in Exhibit A hereto; except those fifty (50) shares of stock in the Redlands Water and Power Company owned by Grantor or George B. Saxe.

(iii) all right, title and interest of Grantor in and to any and all easements, rights-of-way, hereditaments and other rights appurtenant to the ownership of or benefiting the real estate described in Exhibit A hereto.

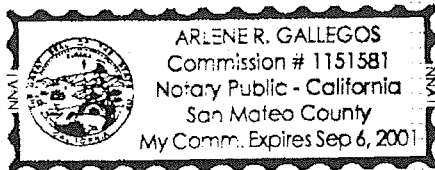
(iv) all right, title and interest of Grantor in and to any interest Grantor possesses as a fee, easement, reversion or otherwise in and to existing or historic public roads and rights-of-way.

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

BOOK 2536 PAGE 658

ON DECEMBER 18, 1998 before me, ARLENE R. GALLEGOS, NOTARY PUBLIC,
personally appeared LOREN A. SAXE and proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity and that
by his signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.



Arlene R. Gallegos
Arlene R. Gallegos



To have and to hold the Property unto Grantee, and its successors and assigns, forever.

EXECUTED this 18th day of December, 1998, and effective as of the date first above written.

LOREN A. SAXE as Trustee for the
GEORGE B. SAXE AND DOROTHY R. SAXE
1992 IRREVOCABLE TRUST FOR ISSUE OF
CHILDREN

By: Joe A. Saxe
Name: Loren A. Saxe
Title: Trustee

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of December, 1998, by Loren A. Saxe, as the Trustee of the George B. Saxe and Dorothy R. Saxe 1992 Irrevocable Trust for the Issue of Children.

Witness my hand and official seal.

Notary Public

My commission expires:



TAX SCHEDULE #: 2945-181-00-027

A tract of land located in portions of the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), and the Northeast Quarter (NE $\frac{1}{4}$) of Section 18, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

BEGINNING at the East Quarter corner of Section 18, Township 1 South, Range 1 West of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 18 bears South 00°38'29" East, a distance of 1312.69 feet, for a basis of bearing with all bearings contained herein relative thereto; thence along the East line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18, South 00°38'29" East, a distance of 1312.69 feet to the Southeast corner of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18; thence along the South line of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the South line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, South 89°44'21" West, a distance of 2633.27 feet, to the SW corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; thence along the West line of the said NW $\frac{1}{4}$ SE $\frac{1}{4}$, North 00°18'07" West, a distance of 1318.44 feet, to the Center Quarter Corner (C $\frac{1}{4}$) of said Section 18; thence along the South line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, South 89°52'29" West, a distance of 1131.96 feet, to a point on the centerline of the Redlands Water and Power Company Second Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline the following five (5) courses: 1) thence North 39°27'14" West, a distance of 133.57 feet; 2) thence North 09°06'14" West, a distance of 192.56 feet; 3) thence North 01°57'46" East, a distance of 108.17 feet; 4) thence North 20°06'46" East, a distance of 228.20 feet; 5) thence North 31°31'14" West, a distance of 341.77 feet, to a point of intersection with the centerline of the Redlands Water and Power Company First Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline of the Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 55°01'46" East, a distance of 403.97 feet; 2) thence North 65°29'46" East, a distance of 441.63 feet to a point on the North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18; thence along the said North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 18, North 89°41'38" East, a distance of 598.71 feet, to the Northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence North 22°24'45" West, a distance of 361.73 feet to a point on the centerline of said Redlands Water and Power Company First Lift Canal; thence along said centerline of Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 48°35'51" East, a distance of 56.08 feet; 2) thence North 21°40'15" East, a distance of 54.16 feet to a point on the Southwesterly boundary of South Easter Hill Subdivision, as recorded in Plat Book 9, Page 61 of the Mesa County Records; thence along the said boundary of said South Easter Hill Subdivision the following eight (8) courses: 1) thence South 58°54'45" East, a distance of 248.17 feet; 2) thence South 32°20'45" East, a distance of 329.00 feet; 3) thence South 05°18'15" West, a distance of 68.10 feet; 4) thence South 06°48'15" West, a distance of 230.30 feet; 5) thence South 68°21'45" East, a distance of 165.00 feet; 6) thence South 74°39'45" East, a distance of 130.10 feet; 7) thence North 44°02'15" East, a distance of 866.20 feet; 8) thence North 40°26'15" East, a distance of 38.18 feet; thence South 07°39'15" West, a distance of 85.86 feet; thence South 23°04'45" East, a distance of 64.50 feet; thence South 67°03'45" East, a distance of 64.03 feet; thence North 72°43'15" East, a distance of 112.51 feet; thence North 85°45'15" East, a distance of 152.14 feet; thence North 21°21'15" East, a distance of 102.82 feet; thence North 40°26'15" East, a distance of 185.00 feet, to a point on the Southerly right-of-way line of South Broadway; thence along the said Southerly right-of-way line, South 49°33'45" East, a distance of 592.43 feet, to a point of intersection with the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence along the said North line of SE $\frac{1}{4}$ NE $\frac{1}{4}$, North 89°57'50" East, a distance of 511.84 feet, to the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence along the East line of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18, South 00°01'53" East, a distance of 236.65 feet, to a point of intersection on the South right-of-way line of South Broadway and the centerline of 23 Road, as described in Book 940, Page 197 of the Mesa County Records; thence along the Westerly right-of-way of said 23 Road the following five courses: 1) thence North 80°35'30" West, a distance of 25.34 feet; 2) thence South 00°01'53" East, a distance of 466.71 feet; 3) thence along the arc of a non-tangent curve to the left, having a delta angle of 120°00'00", with a radius of 50.00 feet, an arc length of 104.72 feet, a chord bearing of South 00°01'53" East, and a chord length of 86.60 feet; 4) thence South 00°01'53" East, a distance of 6.70 feet; 5) thence North 89°58'07" East, a distance of 25.00 feet, to a point on the East line of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18; thence along the said East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18, South 00°01'53" East, a distance of 527.43 feet, to the E $\frac{1}{4}$ corner of said Section 18, the POINT OF BEGINNING, Mesa County, Colorado.

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:
Grand Junction Land Company, LLC
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
The type of entity is: Limited Liability Company
The entity is formed under the laws of the State of Colorado
The mailing address for the entity is: 600 E. Hopkins Suite 303, Aspen, CO 81611

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:
Robert D. Macgregor as President or Michael C. Maple as Chief Operating Officer of Dunrene Management, Inc.,
Manager of Grand Junction Land Company, LLC

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

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

Executed this 3rd day of November, 2024

[Signature]
Signature
Michael C. Maple, Chief Operating Officer

Print

STATE OF COLORADO)
)ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this 3rd day of December,
2024, by Michael C. Maple (name) as Chief Operating Officer (insert
office held or role) for Dunrene Management, Inc. Manager of Grand Junction Land Company, LLC (insert name of corporation or LLC).

AUDREY I ELLIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034024415
MY COMMISSION EXPIRES 07/23/2027

Witness my hand and official seal.
My commission expires: 7/23/2027

Audrey Ellis
Notary Public

From: [Tamra Allen](#)
To: [Daniella Acosta](#)
Cc: [Thomas Lloyd](#)
Subject: Outreach Meeting - Redlands 360 S. Broadway & 23 Road ROW Vacate
Date: Wednesday, May 20, 2026 9:29:53 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Hi, Daniella. The GJMC provides for the Director to waive an Application Outreach Meeting if the project will have little potential to create material negative impacts on the surrounding neighborhood. If the meeting is waived, the Director will provide the applicant a written explanation of the reasons why the meetings was waived for inclusion with the project application.

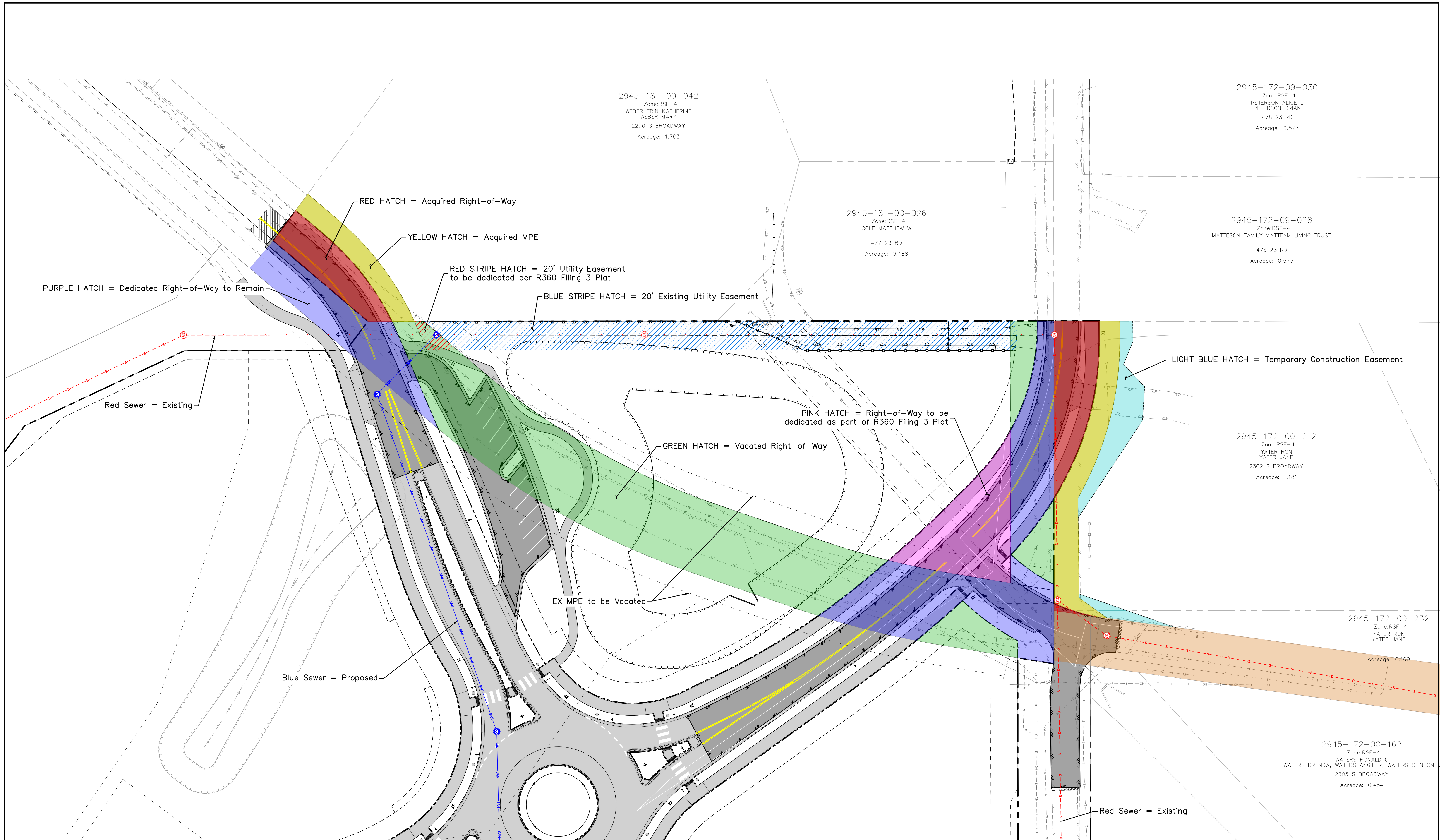
Regarding the application for the Redlands 360 S. Broadway & 23 Road ROW Vacate, Jessica Johnson as the previous project planner, had made the request to waive this meeting for which I approved. The justification for doing so was the traffic flow, roundabout, and related roads (new and to be vacated) were discussed as part of an Outreach Meeting held on October 21, 2025 related to the ODP Amendment and Annexation and overall Redlands 360 project. Because Jessica Johnsen is no longer with the City, I have confirmed these representations with the Applicant. As the proposed changes to the roads were discussed at the previous meeting, and because the change will be an improvement and will not “create material negative impacts on the surrounding neighborhood” I have waived the requirement for an Outreach Meeting.

Please let me know if you have any questions.

Thank you,

Tamra Allen, AICP
Community Development Director
City of Grand Junction
250 N. 5th Street
P: 970-256-4023
gjcity.org | [EngageGJ](#)





UNCC
811
Know what's below.
Call before you dig.
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Project Benchmark
TBD

NORTHING:
EASTING:
ELEVATION:
DATUM SOURCE:

SCALE
(FEET)
0 30 60
HORIZONTAL
VERTICAL: N/A
CONTOUR INTERVAL: FT

PROJECT PHASE: Preliminary
DATE ISSUED: 04.Nov.2025

NO.	DATE	REVISION	BY

PRELIMINARY

215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
www.rcwest.com
Phone: 970.241.4722
Fax: 970.241.8841

DRAWN BY: djf PROJECT: 1988-033
CHECKED BY:
ORIGINAL SHEET SIZE: 22 x 34

LA PLATA
R360 Development
Persigo RoW/Easement Exhibit

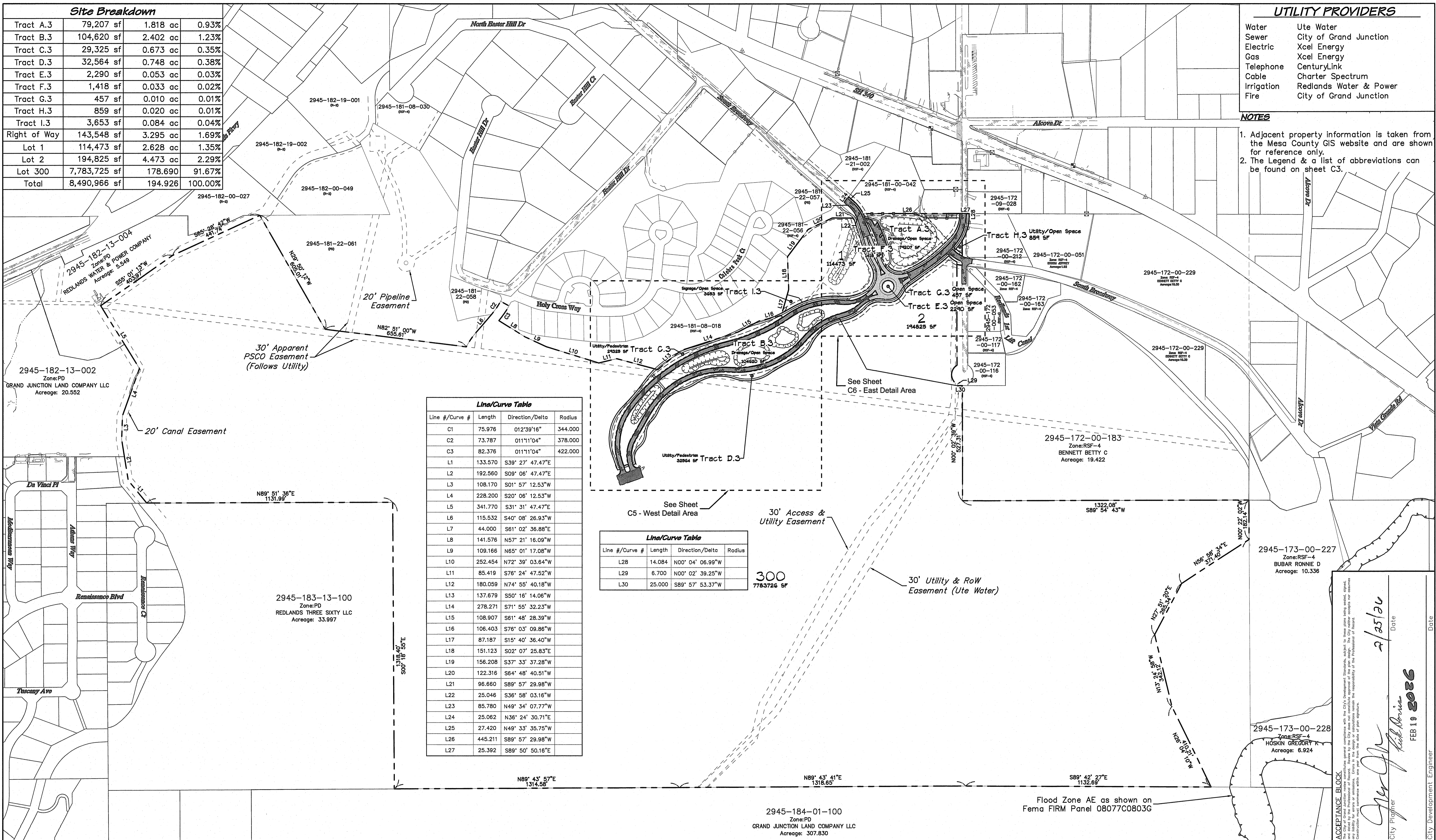
EX1

Site Breakdown			
Tract A.3	79,207 sf	1.818 ac	0.93%
Tract B.3	104,620 sf	2.402 ac	1.23%
Tract C.3	29,325 sf	0.673 ac	0.35%
Tract D.3	32,564 sf	0.748 ac	0.38%
Tract E.3	2,290 sf	0.053 ac	0.03%
Tract F.3	1,418 sf	0.033 ac	0.02%
Tract G.3	457 sf	0.010 ac	0.01%
Tract H.3	859 sf	0.020 ac	0.01%
Tract I.3	3,653 sf	0.084 ac	0.04%
Right of Way	143,548 sf	3.295 ac	1.69%
Lot 1	114,473 sf	2.628 ac	1.35%
Lot 2	194,825 sf	4.473 ac	2.29%
Lot 300	7,783,725 sf	178.690 ac	91.67%
Total	8,490,966 sf	194.926 ac	100.00%

UTILITY PROVIDERS	
Water	Ute Water
Sewer	City of Grand Junction
Electric	Xcel Energy
Gas	Xcel Energy
Telephone	CenturyLink
Cable	Charter Spectrum
Irrigation	Redlands Water & Power
Fire	City of Grand Junction

NOTES

1. Adjacent property information is taken from the Mesa County GIS website and are shown for reference only.
2. The Legend & a list of abbreviations can be found on sheet C3.



Line/Curve Table			
Line #/Curve #	Length	Direction/Delta	Radius
C1	75.976	012°39'16"	344.000
C2	73.787	011°11'04"	378.000
C3	82.376	011°11'04"	422.000
L1	133.570	S39° 27' 47.47"E	
L2	192.560	S09° 06' 47.47"E	
L3	108.170	S01° 57' 12.53"W	
L4	228.200	S20° 06' 12.53"W	
L5	341.770	S31° 31' 47.47"E	
L6	115.532	S40° 08' 26.93"W	
L7	44.000	S61° 02' 36.88"E	
L8	141.576	N57° 21' 16.09"W	
L9	109.166	N65° 01' 17.08"W	
L10	252.454	N72° 39' 03.64"W	
L11	85.419	S76° 24' 47.52"W	
L12	180.059	N74° 55' 40.18"W	
L13	137.679	S50° 16' 14.06"W	
L14	278.271	S71° 55' 32.23"W	
L15	108.907	S61° 48' 28.39"W	
L16	106.403	S76° 03' 09.86"W	
L17	87.187	S15° 40' 36.40"W	
L18	151.123	S02° 07' 25.83"E	
L19	156.208	S37° 33' 37.28"W	
L20	122.316	S64° 48' 40.51"W	
L21	96.860	S89° 57' 29.98"W	
L22	25.046	S36° 58' 03.16"W	
L23	85.780	N49° 34' 07.77"W	
L24	25.062	N36° 24' 30.71"E	
L25	27.420	N49° 33' 35.75"W	
L26	445.211	S89° 57' 29.98"W	
L27	25.392	S89° 50' 50.16"E	

Line/Curve Table			
Line #/Curve #	Length	Direction/Delta	Radius
L28	14.084	N00° 04' 06.99"W	
L29	6.700	N00° 02' 39.25"W	
L30	25.000	S89° 57' 53.37"W	

UNCC
800.922.1987
www.uncc.org
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Project Benchmark
MCSM NO. 230-1 3.25 Alum. Cap
N 1/16TH
Section 17, 18
NORTHING: 38165.551
EASTING: 73685.229
ELEVATION: 4678.68
DATUM SOURCE: MCLCS Zone "GVA" (NAVD 88)

SCALE (FEET)
0 200 400
HORIZONTAL
VERTICAL: N/A

PROJECT PHASE: Issued for Construction DATE ISSUED: 29.Jan.2026

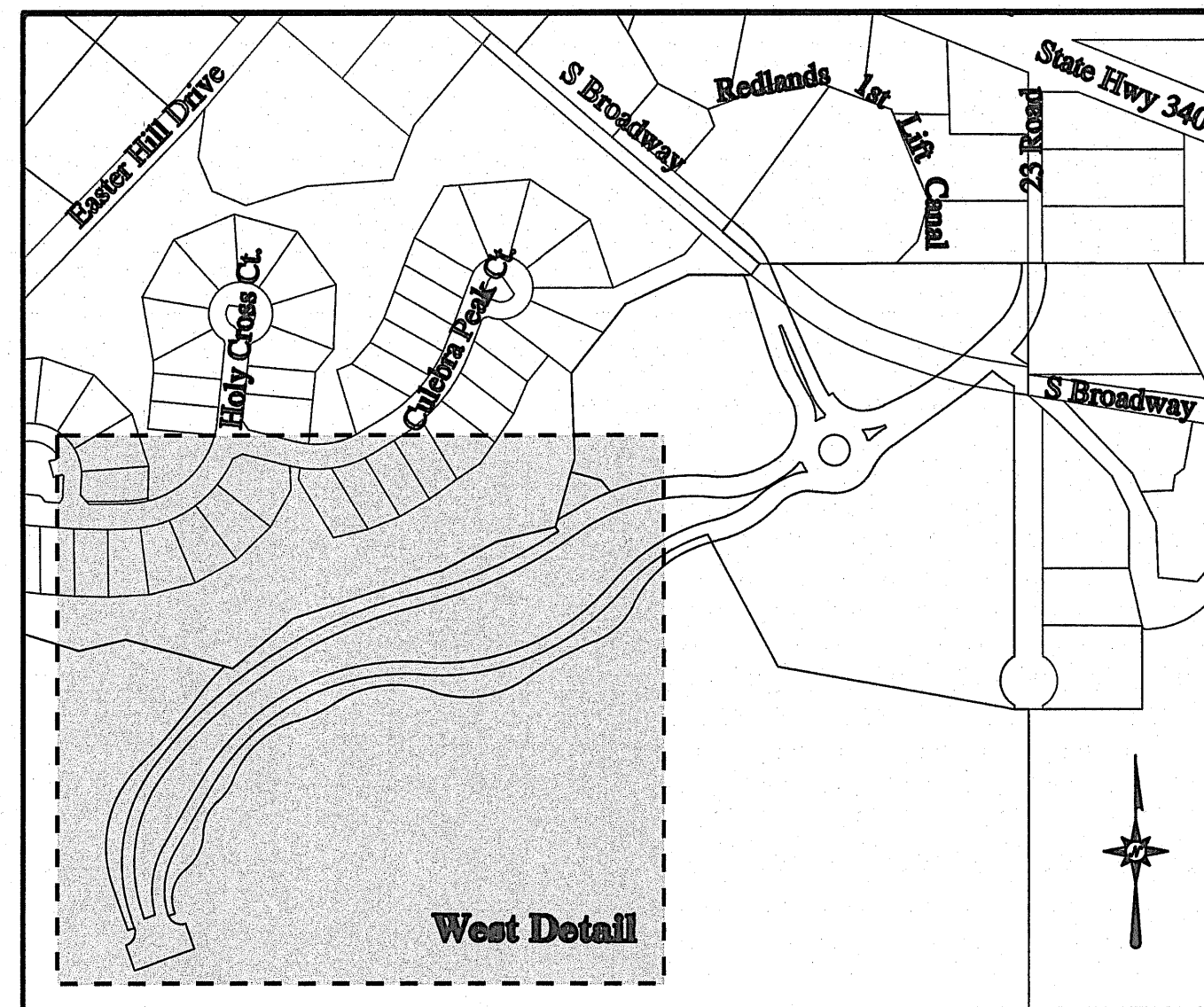
NO.	DATE	REVISION	BY

RIVER CITY CONSULTANTS
215 Pitkin Avenue, Unit 201 Grand Junction, CO 81501
www.rcwest.com Phone: 970.241.4722 Fax: 970.241.8841

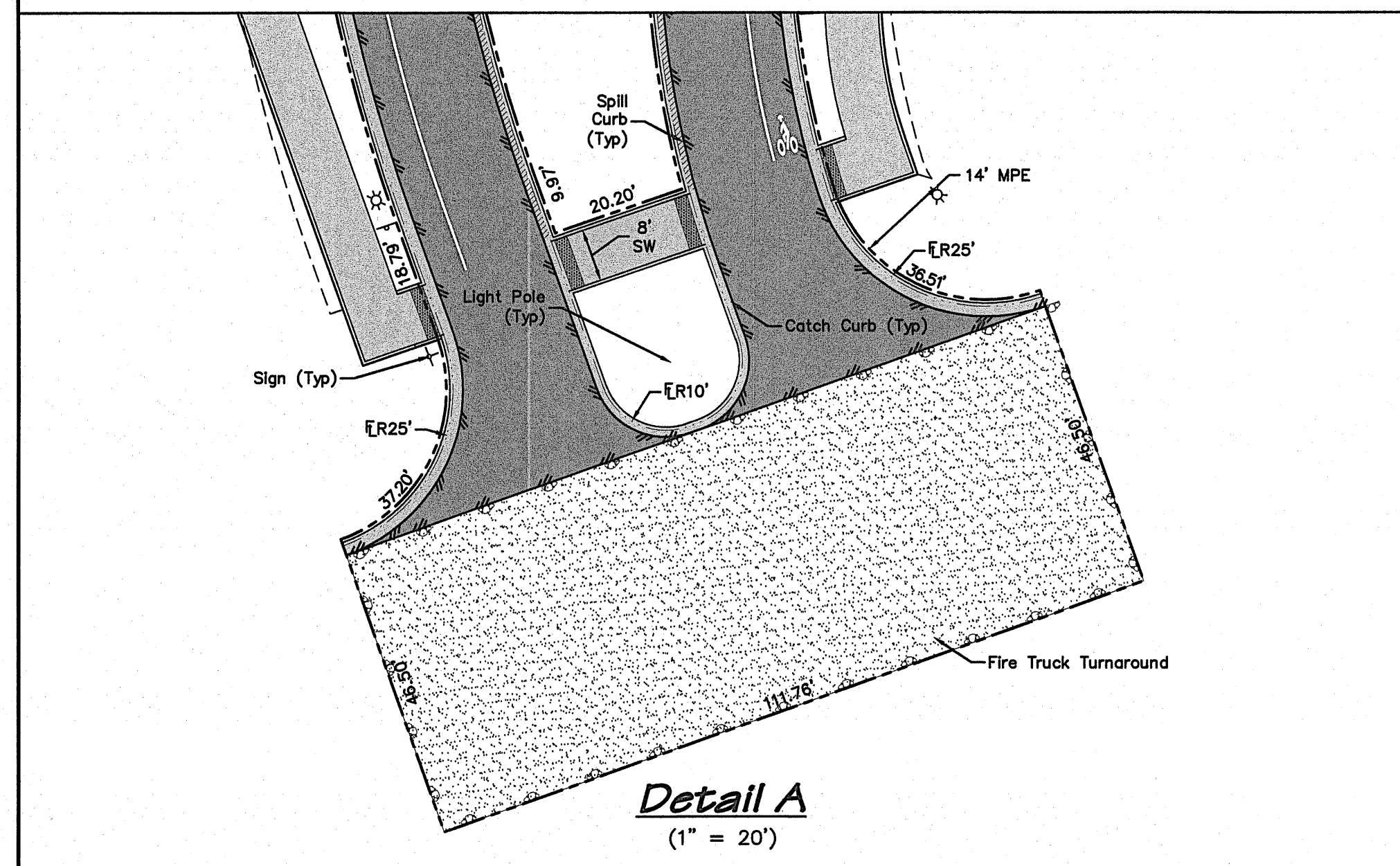
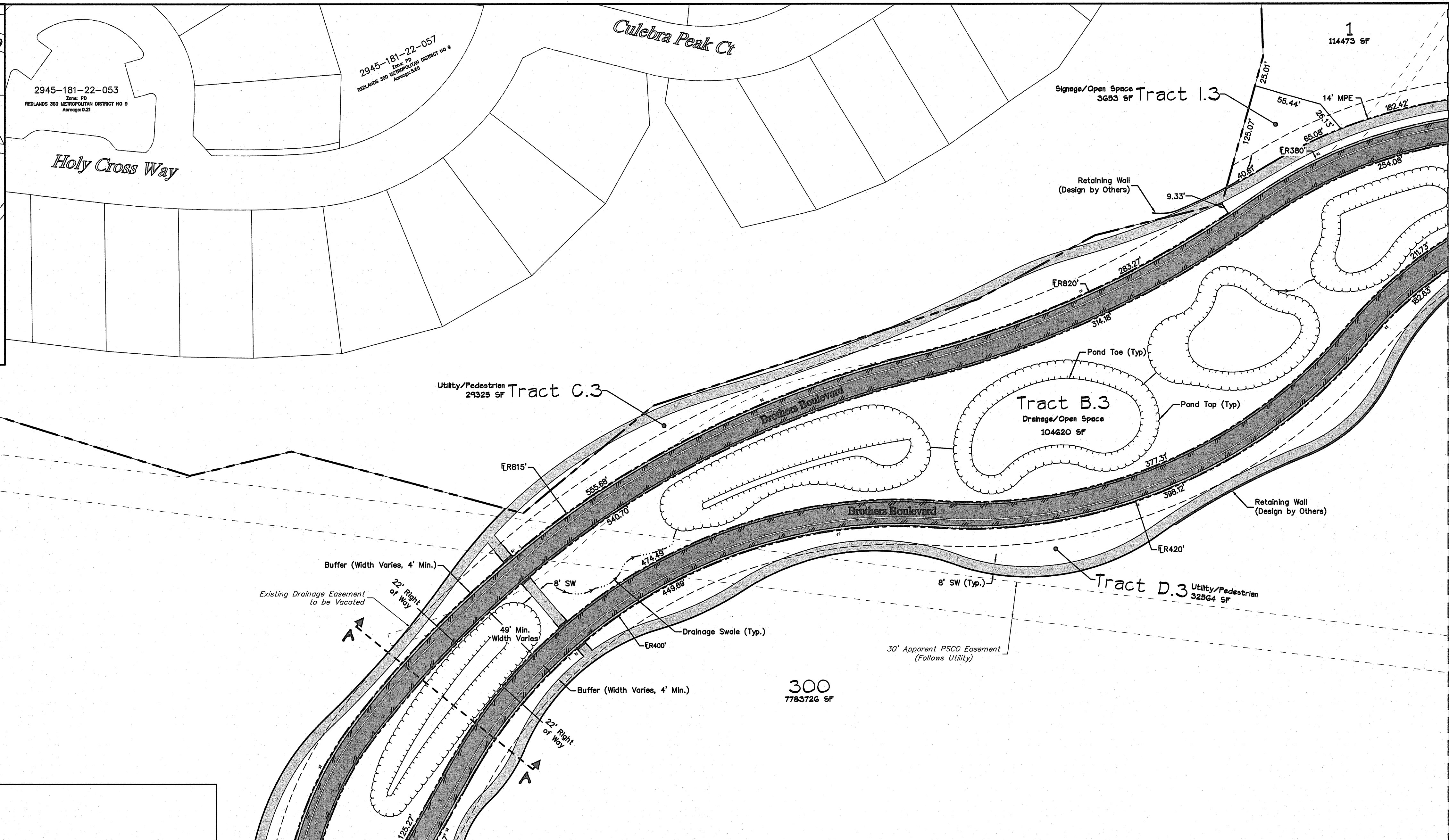
DRAWN BY: jg PROJECT: 1988-033
CHECKED BY: dff ORIGINAL SHEET SIZE: 22 x 34

REDLANDS THREE SIXTY, LLC
Redlands 360 Filing 3
Site Plan Overall

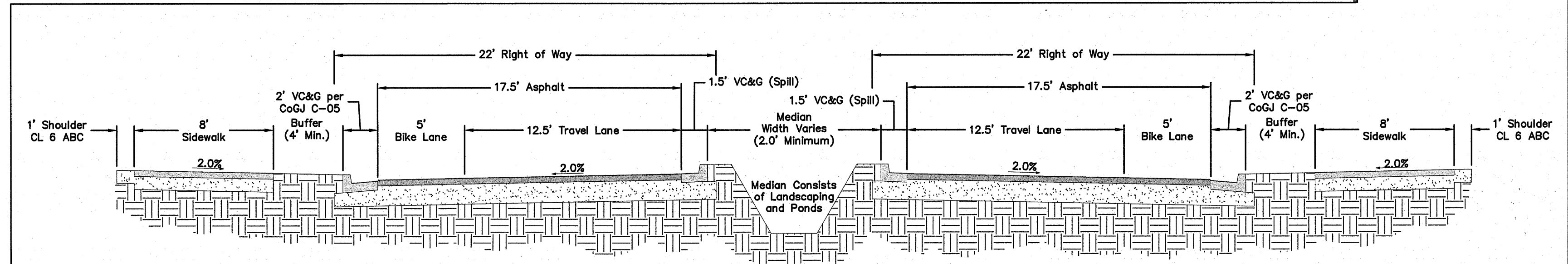
ACCEPTANCE BLOCK
The City of Grand Junction hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief. The City of Grand Junction is not responsible for any errors or omissions. Errors in the design or construction remain the responsibility of the Professional of Record.
City Planner: *[Signature]* Date: 2/25/20
City Development Engineer: *[Signature]* Date: FEB 19 2026



KEYMAP
(1" = 300')



Detail A
(1" = 20')



Section A-A
(note)

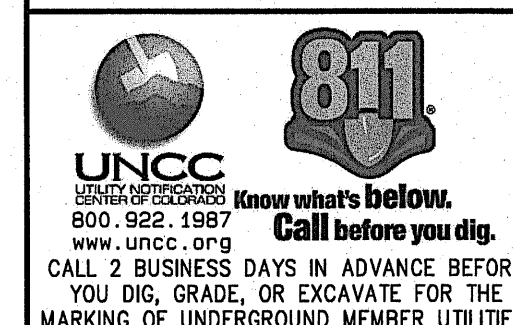
NOTES

1. Adjacent property information is taken from the Mesa County GIS website and are shown for reference only.
2. The Legend & a list of abbreviations can be found on sheet C3.
3. All new and temporary fire apparatus roads and fire apparatus turn-arounds shall meet GVW 80,000 lbs. Minimum/H-20 loading, all weather requirements.

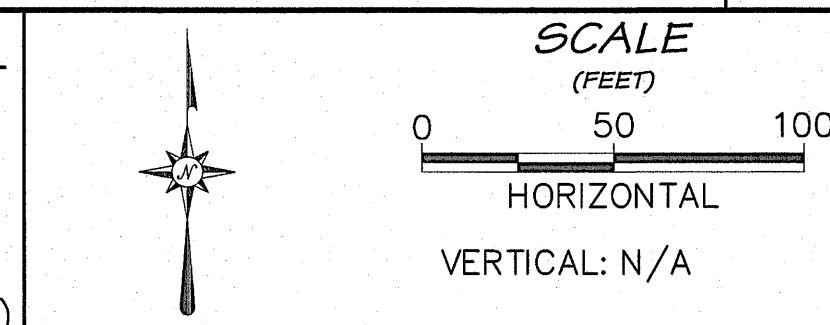
ACCEPTANCE BLOCK

The City of Grand Junction review constitutes general compliance with the City's Development Standards, subject to these plans being sealed, signed, and dated by the Professional of Record. Review by the City does not constitute approval of the plan design. The City neither accepts nor assumes any liability for errors or omissions. Errors in the design or calculations remain the responsibility of the Professional of Record. Construction must commence within one year from the date of plan signature.

City Planner: *[Signature]* Date: 2/25/20
 City Development Engineer: *[Signature]* Date: FEB 19 2026



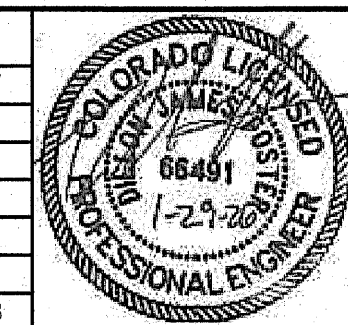
Project Benchmark
 MCSM NO. 230-1 3.25 Alum. Cap
 N 1/16TH
 Section 17, 18
 NORTHING: 38165.551
 EASTING: 73685.229
 ELEVATION: 4678.68
 DATUM SOURCE: MCLCS Zone "GVA" (NAVD 88)



PROJECT PHASE: Issued for Construction DATE ISSUED: 29.Jan.2026

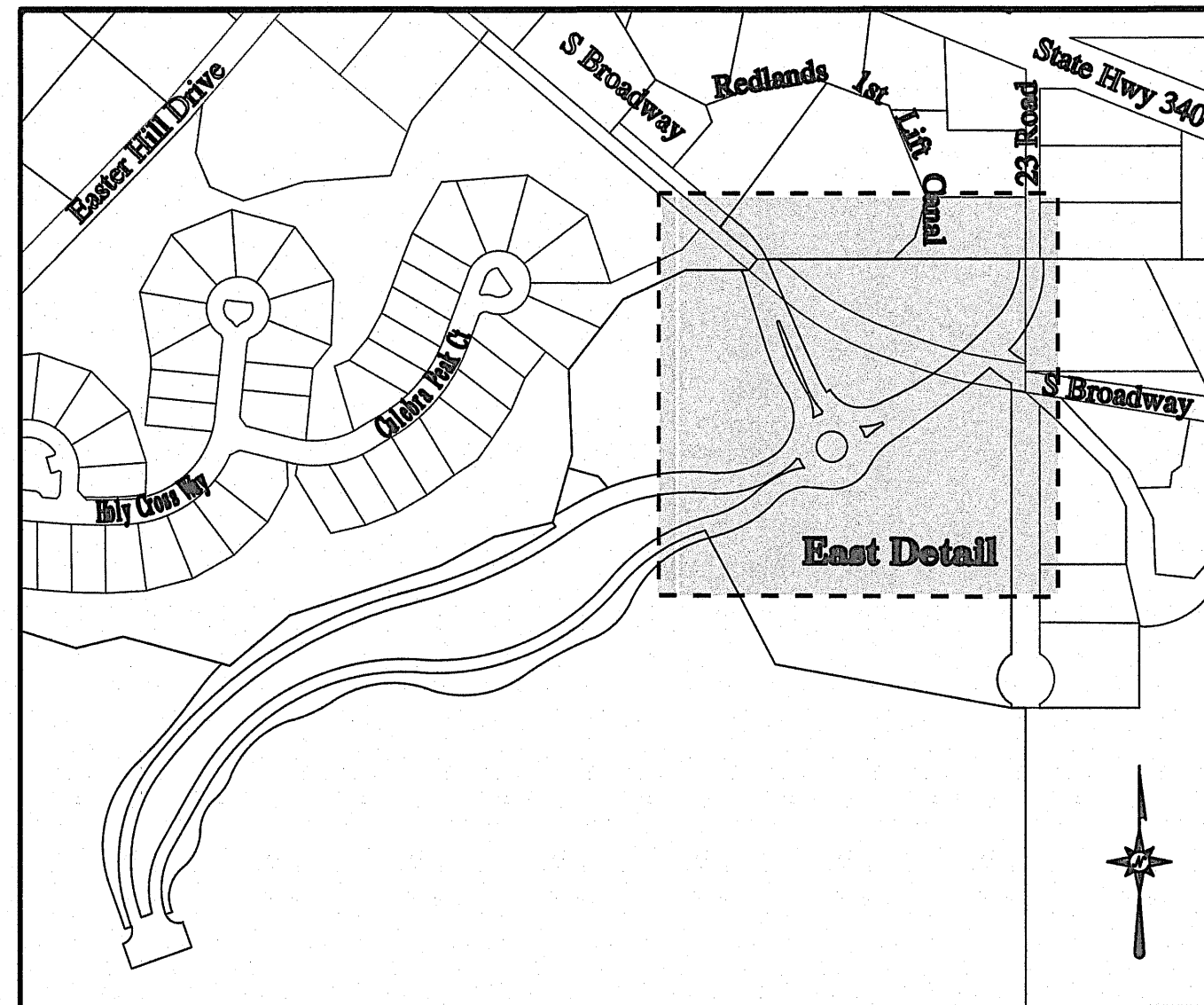
NO.	DATE	REVISION	BY

S:\PROJECTS\1988 La Plata Communities, Inc\027,029,033 SH340-23 Road-Main Entry\Design\DWG\05-033 Sheet\1988-033 Site Plan.dwg [West Detail] 05-Feb-26 10:30:38



RIVER CITY CONSULTANTS
 215 Pitkin Avenue, Unit 201 Grand Junction, CO 81501
 Phone: 970.241.4722 Fax: 970.241.8841
 DRAWN BY: je PROJECT: 1988-033
 CHECKED BY: dif
 ORIGINAL SHEET SIZE: 22 x 34

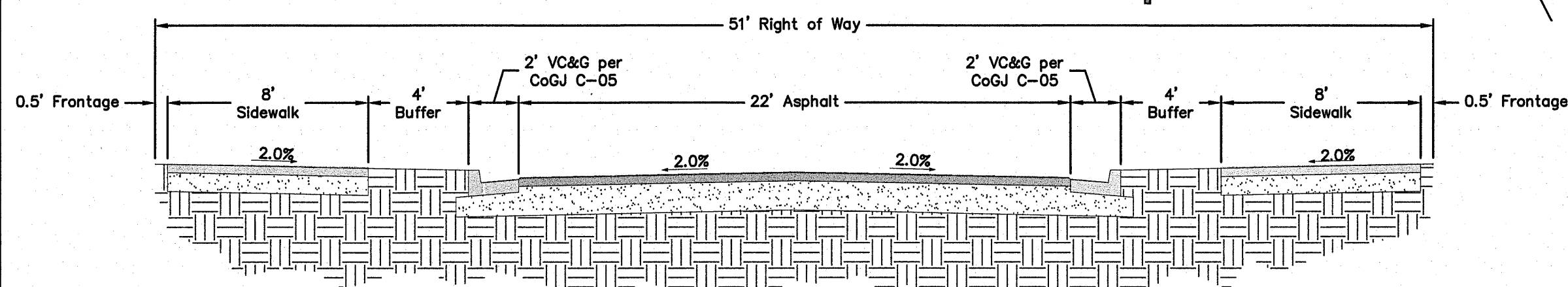
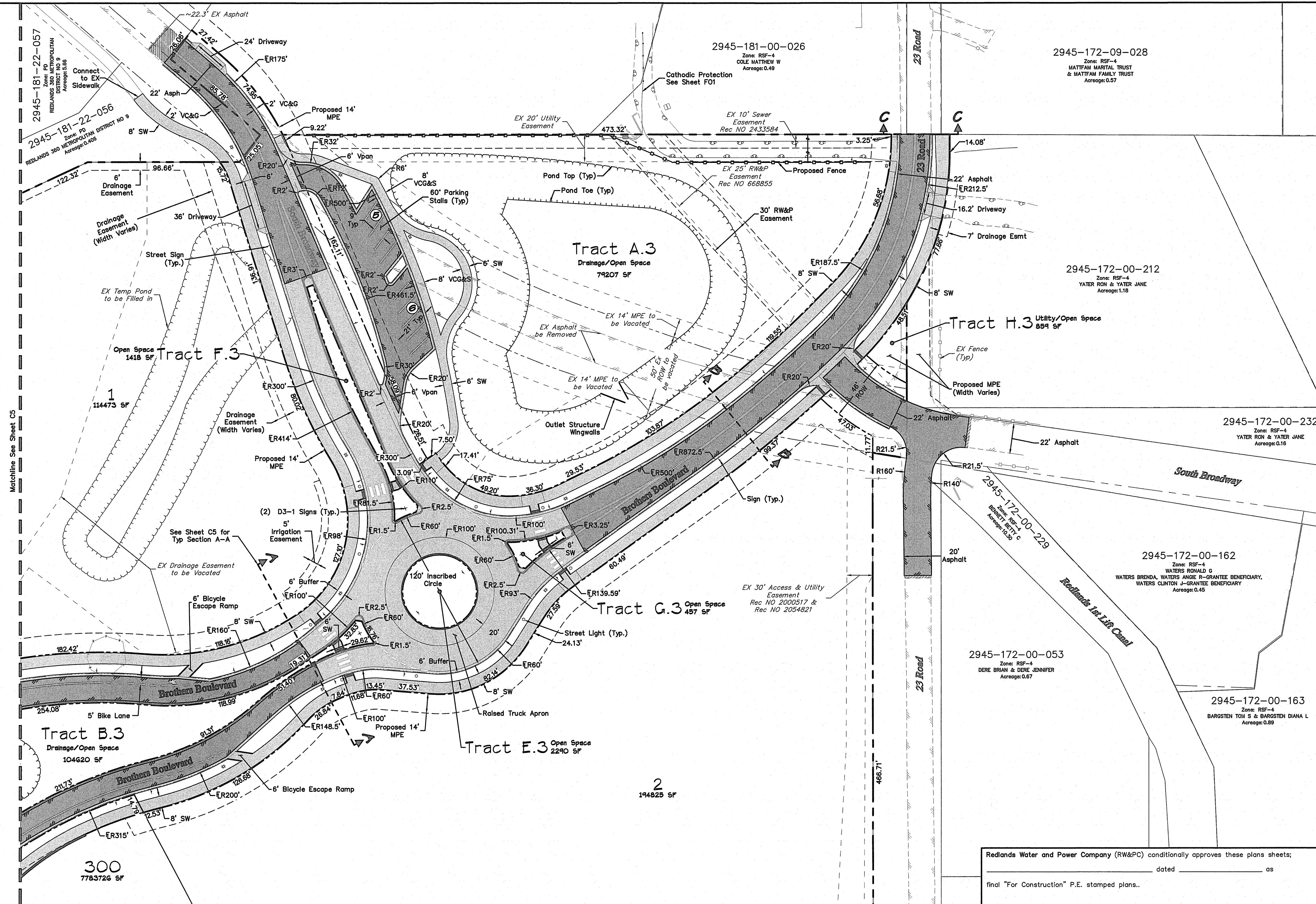
REDLANDS THREE SIXTY, LLC
 Redlands 360 Filing 3
 Site Plan West Detail Area C5



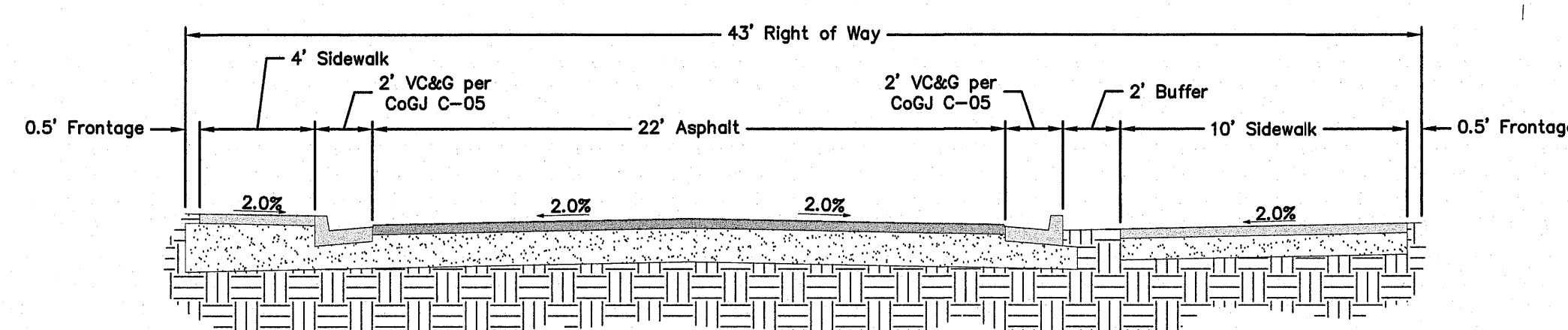
KEYMAP
(1" = 300')

NOTES

1. Adjacent property information is taken from the Mesa County GIS website and are shown for reference only.
2. The Legend & a list of abbreviations can be found on sheet C3.



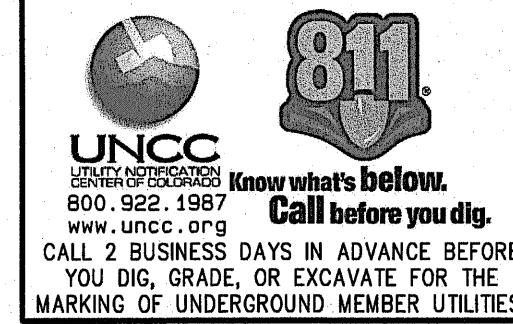
Section B-B
(mta)



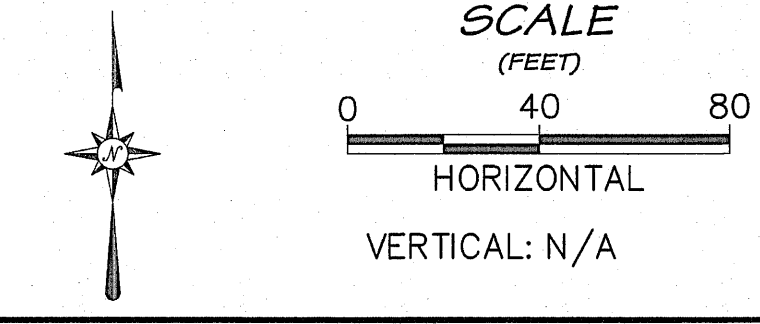
Section C-C
(mta)

Redlands Water and Power Company (RW&PC) conditionally approves these plans sheets, dated _____ as final "For Construction" P.E. stamped plans.

RW&PC Representative
ACCEPTANCE BLOCK
 The City of Grand Junction review constitutes general compliance with the City's Development Standards, subject to these plans being sealed, signed, and sealed by the Professional of Record. Review by the City does not constitute approval of the plan design. The City neither accepts nor assumes any liability for errors or omissions. Errors in the design or calculations remain the responsibility of the Professional of Record. Construction must commence within one year from the date of plan signature.
 City Planner: *[Signature]* Date: 2/25/2016
 City Development Engineer: *[Signature]* Date: FEB 19 2016



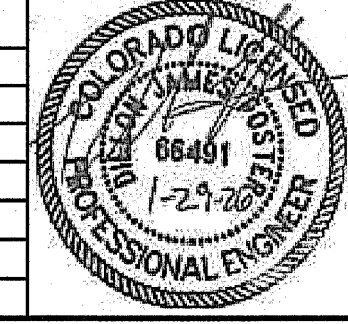
Project Benchmark
 MCSM NO. 230-1 3.25 Alum. Cap
 N 1/16TH
 Section 17, 18
 NORTHING: 38165.551
 EASTING: 73685.229
 ELEVATION: 4678.68
 DATUM SOURCE: MCLGS Zone "GVA" (NAVD 88)



PROJECT PHASE: Issued for Construction DATE ISSUED: 29.Jan.2016

NO.	DATE	REVISION	BY

S:\PROJECTS\1988 La Plata Communities, Inc\027,029,033 SH340-23 Road-Main Entry\Design\DWG\05-033 Sheet\1988-033 Site Plan.dwg [East Detail] 05-Feb-26 10:12:40



RIVER CITY CONSULTANTS
 215 Pitkin Avenue, Unit 201 Phone: 970.241.4722
 Grand Junction, CO 81501 www.rcwest.com Fax: 970.241.8841
 DRAWN BY: je PROJECT: 1988-033
 CHECKED BY: djl
 ORIGINAL SHEET SIZE: 22 x 34

REDLANDS THREE SIXTY, LLC
 Redlands 360 Filing 3
 Site Plan
 East Detail Area
 C6

GRAND JUNCTION PLANNING COMMISSION
June 9, 2026, 5:30 PM
MINUTES

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

Those present were Planning Commissioners; Ian Thomas, Gregg Palmer, and Caleb Abeloe.

Also present were Jamie Beard (Assistant City Attorney), Thomas Lloyd (Planning Manager), Daniella Acosta Stine (Principal Planner), Kate Kirk (Senior Planner), and Madeline Robinson (Planning Technician).

There were 2 members of the public in attendance, and 6 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from April 28, 2026.

Commissioner Palmer moved to approve the Consent Agenda.

Commissioner Thomas seconded; motion passed 4-0.

REGULAR AGENDA

1. Redlands 360 ROW Vacation

VAC-2025-329

Consider a request by Grand Junction Land Company, LLC to vacate approximately 18,629 square feet of 50-foot-wide public right-of-way along South Broadway and approximately 1,823 square feet of 30-foot-wide public right-of-way along 23 Road.

Staff Presentation

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

Questions for Staff

There were no questions from Commissioner's for staff.

Applicant's representative Jane Quimby made brief comment to the Commissioner's about the project.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, June 2, 2026, via www.gjcity.org.

There were no public comments.

The public hearing was closed at 5:46 p.m. on June 9, 2026.

Discussion

Commissioner Thomas made comment that he appreciates the road safety and multi-modal services this project will bring.

Commissioner Palmer made comments that the roundabout will be proactive to the community, not reactive.

Motion and Vote

Commissioner Palmer made the following motion “Chair, on the request to vacate approximately 18,629 square feet of 50-foot-wide public right-of-way along South Broadway and approximately 1,823 square feet of 30-foot-wide public right-of-way along 23 Road, City file number VAC-2025-329, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact and conditions as listed in the staff report.”

Commissioner Thomas seconded; Motion passed 4-0.

2. Redlands 360 Easement Vacation **VAC-2025-328**

Consider a request by Grand Junction Land Company, LLC to vacate approximately 0.31 acres of two 14-foot multipurpose easements along South Broadway.

Staff Presentation

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

Questions for Staff

There were no questions from Commissioner’s for staff.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, June 2, 2026, via www.gjcity.org.

There were no public comments.

The public hearing was closed at 5:54 p.m. on June 9, 2026.

Discussion

No discussion occurred between the Commissioners.

Motion and Vote

Commissioner Palmer made the following motion “Madame Chair, on the request to vacate approximately 0.31 acres of two 14-foot multipurpose easements along South Broadway, City file number VAC-2025-328, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact and conditions as listed in the staff report.”

Commissioner Thomas seconded; Motion passed 4-0.

3. Wells Fargo on Wellington Drive-Thru CUP CUP-2026-72

Consider a request for a Conditional Use Permit (CUP) for a proposed 4,755 sf bank with a drive-through on a 1.06-acre property located at 1211 Wellington Ave in an MU-1 (Mixed-used Neighborhood) zone district.

Staff Presentation

Kate Kirk, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Thomas made comment about the number of parking spaces being provided and the effects that will have.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, June 2, 2026, via www.gjcity.org.

There were no public comments.

Owner of the property Sid Squirrel made comment to the Commissioner’s of his approval of the request and the benefit of a drive-thru to the bank. Applicant Aaron Barnhart also made it known that he was present virtually to answer any questions Commissioner’s may have.

The public hearing was closed at 6:10 p.m. on June 9, 2026.

Discussion

Commissioner Palmer made comment that he went and visited the site and he does not have any issue with the provided parking, and the infill of the bank will be a great addition to the area.

Commissioner Quintero made comment that with the residential component nearby, a bank will be nice.

Motion and Vote

Commissioner Palmer the following motion “Chair, on Wells Fargo on Wellington’s request for a Conditional Use Permit, file number CUP-2026-72, I move that the Planning Commission approve the Conditional Use Permit for Wells Fargo on Wellington, with the Conditions of Approval and Findings of Fact listed in the staff report.”

Commissioner Thomas seconded; Motion passed 4-0.

OTHER BUSINESS

Commissioner Thomas made a motion to postpone the chair and vice-chair election for the next meeting. Commissioner Palmer seconded; motion passed 4-0.

ADJOURNMENT

Commissioner Palmer made a motion to adjourn the meeting.
The vote to adjourn was 4-0.

The meeting adjourned at 6:13 p.m.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE VACATING PORTIONS OF RIGHT-OF-WAY
ALONG SOUTH BROADWAY AND 23 ROAD**

Recitals:

The Grand Junction Land Company, LLC (Applicant) has requested vacate approximately 18,629 square feet of 50-foot-wide public right-of-way along South Broadway and approximately 1,823 square feet of 30-foot-wide public right-of-way along 23 Road. The Applicant is requesting this vacation to facilitate the realignment of South Broadway and 23 Road associated with the approved Redlands 360 Filing 3 development and construction of a new roundabout intersection. The proposed vacation and associated right-of-way and easement reconfiguration are necessary to accommodate the revised roadway geometry, roadway improvements, utility infrastructure, and circulation network planned as part of the overall Redlands 360 master-planned community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING RIGHT-OF-WAY DESCRIBED BELOW AND ON EXHIBIT B IS HEREBY VACATED SUBJECT TO THE FOLLOWING CONDITIONS:

- The applicant shall grant a temporary roadway and access easement, in a form acceptable to the city, over the areas necessary to maintain vehicular, emergency, utility, and property access during the reconstruction and reconfiguration of South Broadway and 23 Road, including the construction of brothers boulevard. The temporary roadway and access easement shall remain in effect until the roadway improvements have been completed, accepted by the city, and permanent access has been established for all affected properties.
- The applicant shall construct and make available for use a temporary roadway, subject to review and approval by the city engineer, sufficient to maintain vehicular, emergency, utility, and property access during construction of the permanent roadway improvements. The temporary roadway shall be maintained in a safe and operable condition until the permanent roadway improvements have been completed, accepted by the city, and opened to public use.
- New public right-of-way for road(s) and easement(s) shall be dedicated to the city by plat or by separate instrument reviewed and approved by staff as providing comparable replacement for those being vacated. The roadway improvements, and associated public infrastructure improvements shown on the approved Redlands 360 construction site plan, as depicted on Exhibit 5, and necessary to maintain the public

transportation network and access to adjacent properties shall be constructed, accepted by the city, and available for public use, or a development improvements agreement shall be provided to the city for the construction of the same with acceptable security as deemed appropriate by the city. All utilities in the vacated road(s) and easement(s) shall be relocated to the satisfaction of the city and the utility companies, or a development improvements agreement shall be provided to the city for the relocation of the same with acceptable security as deemed appropriate by the city.

Portions of that fifty (50') foot Right-Of-Way as dedicated to the City of Grand Junction by Redlands 360 Filing 1 Subdivision, as recorded with the Mesa County Clerk and Recorder at Reception Number 3066475, situated in the southeast quarter of the northeast quarter of Section 18, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado. Said portions more particularly described as follows:

Commencing at the north sixteenth corner of said Section 18 and Section 17 whence the east quarter corner of said Section 18 bears South 00°02'39" East, with all bearings herein relative thereto;

Thence South 89°57'30" West, a distance of 434.81 feet along the north line of said southeast quarter of the northeast quarter of Section 18 to the Point of Beginning 1;

Thence South 49°34'08" East, a distance of 52.34 feet to the beginning of a curve;

*Thence southeasterly a distance of 187.29 feet along said curve concave to the northeast, having a radius of 500.00 feet and a central angle of 21°27'42" and being subtended by a chord bearing South 60°17'59" East a distance of 186.20 feet;
Thence South 71°01'50" East, a distance of 77.60 feet to the beginning of a curve;*

Thence easterly a distance of 47.60 feet along said curve concave to the north, having a radius of 550.00 feet and a central angle of 04°57'31" and being subtended by a chord bearing South 73°30'35" East a distance of 47.58 feet; to the beginning of a non-tangent curve concave to the northwest having a radius of 832.50 feet and a central angle of 02°19'56" and being subtended by a chord which bears South 50°26'19" West 33.88 feet;

Thence southwesterly along said curve, a distance of 33.89 feet to a point of compound curvature;

Thence southwesterly a distance of 27.83 feet along said curve concave to the northwest having a radius of 485.00 feet and a central angle of 03°17'14" and being subtended by a chord which bears South 53°14'54" West 27.82 feet; to the beginning of a non-tangent curve concave to the north having a radius of 600.00 feet and a central

angle of 01°21'15" and being subtended by a chord which bears North 71°42'28" West 14.18 feet;

Thence westerly along said curve, a distance of 14.18 feet;

Thence North 71°01'50" West, a distance of 77.60 feet to the beginning of a curve;

Thence westerly a distance of 202.45 feet along said curve concave to the northeast, having a radius of 550.00 feet and a central angle of 21°05'24" and being subtended by a chord bearing North 60°29'08" West a distance of 201.31 feet;

Thence North 23°08'12" West, a distance of 71.68 feet non-tangent to said curve, to the beginning of a curve;

Thence northwesterly a distance of 9.22 feet along said curve concave to the southwest, having a radius of 182.50 feet and a central angle of 02°53'36" and being subtended by a chord bearing North 24°35'00" West a distance of 9.22 feet; to a point of cusp;

Thence North 89°57'30" East, a distance of 21.86 feet to the Point of Beginning 1.

Said portion containing 17,304 square feet or 0.40 acres more or less.

Together with:

Commencing at said north sixteenth corner for Sections 17 and 18;

Thence South 0°02'39" East, a distance of 236.67 feet along the easterly line of said Section 18;

Thence North 80°35'56" West, a distance of 25.34 feet to Point of Beginning 2;

Thence North 80°35'56" West, a distance of 54.99 feet to the beginning of a curve;

Thence westerly a distance of 15.95 feet along said curve concave to the north, having a radius of 600.00 feet and a central angle of 01°31'25" and being subtended by a chord bearing North 79°50'14" West a distance of 15.95 feet; to a point of cusp on a curve concave to the northwest having a radius of 887.50 feet and a central angle of 02°43'35" and being subtended by a chord which bears North 49°17'43" East 42.23 feet;

Thence northeasterly along said curve, a distance of 42.23 feet to the beginning of a curve concave to the northeast having a radius of 173.00 feet and a central angle of 15°34'38" and being subtended by a chord which bears South 53°59'41" East 46.89 feet;

Thence southeasterly along said curve, a distance of 47.03 feet;

Thence South 00°02'39" East, a distance of 11.77 feet to the Point of Beginning 2.

Said portion containing 1,325 square feet or 0.03 acres more or less.

AND

Portions of that thirty (30') foot Right-Of-Way as conveyed to the City of Grand Junction, Grantee, by the Grand Junction Land Company LLC, Grantor, as recorded with the Mesa County Clerk and Recorder at Reception Number 3066476, situated in the southeast quarter of the northeast quarter of Section 18, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado. Said portions more particularly described as follows:

Commencing at the north sixteenth corner of said Section 18 and Section 17 whence the east quarter corner of said Section 18 bears South 00°02'39" East, with all bearings herein relative thereto;

Thence South 89°57'30" West, a distance of 11.46 feet to the Point of Beginning 3;

Thence South 00°04'07" East, a distance of 3.25 feet to the beginning of a curve;

Thence southerly a distance of 75.32 feet along said curve concave to the west, having a radius of 149.53 feet and a central angle of 28°51'34" and being subtended by a chord bearing South 14°21'40" West a distance of 74.52 feet; to a point of cusp;

Thence North 00°02'45" West, a distance of 75.43 feet to the north line of said southeast quarter of the northeast quarter of Section 18;

Thence North 89°57'30" East, a distance of 18.54 feet along said north line to the Point of Beginning 3.

Said portion containing 964 square feet or 0.02 acres more or less.

Together with:

Commencing at said north sixteenth corner of Section 18 and Section 17;

Thence South 00°02'39" East, a distance of 123.02 feet along the east line of said Section 18 to the Point of Beginning 4;

Thence South 00°02'39" East, a distance of 58.87 feet along said east line to the beginning of a non-tangent curve concave to the northeast having a radius of 127.00 feet and a central angle of 16°17'13" and being subtended by a chord which bears North 55°16'35" West 35.98 feet;

Thence northwesterly along said curve, a distance of 36.10 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 228.05 feet and a central angle of 12°11'19" and being subtended by a chord which bears North 37°34'25" East 48.42 feet;

Thence northeasterly along said curve, a distance of 48.51 feet to the east line of said Section 18 and the Point of Beginning 4.

Said portion containing 859 square feet or 0.02 acres more or less.

Introduced on first reading this 17th day of June 2026 and ordered published in pamphlet form.

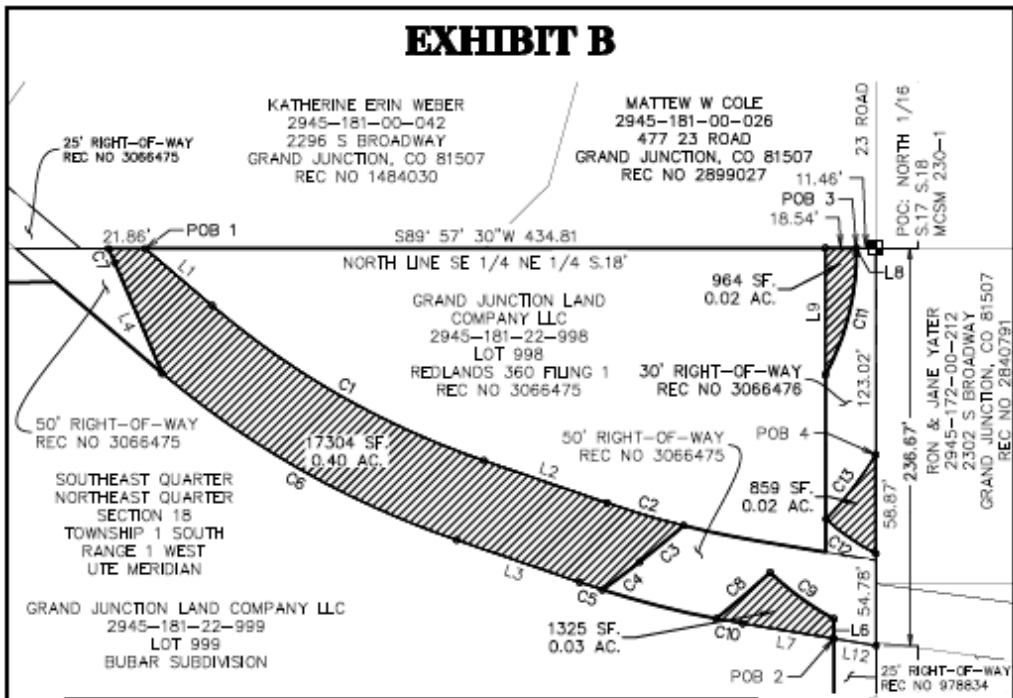
Adopted on second reading this 1st day of July 2026 and ordered published in pamphlet form.

ATTEST:

Selestina Sandoval
City Clerk

Laurel Lutz
City Council President

EXHIBIT B



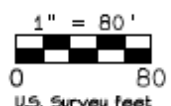
Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	187.29'	500.00'	021°27'42"	186.20'	S60° 17' 59"E
C2	47.60'	550.00'	004°57'31"	47.58'	S73° 30' 35"E
C3	33.89'	832.50'	002°19'56"	33.88'	S50° 26' 19"W
C4	27.83'	485.00'	003°17'14"	27.82'	S53° 14' 54"W
C5	14.18'	600.00'	001°21'15"	14.18'	N71° 42' 28"W
C6	202.45'	550.00'	021°05'24"	201.31'	N60° 29' 08"W
C7	9.22'	182.50'	002°53'36"	9.22'	N24° 35' 00"W
C8	42.23'	887.50'	002°43'35"	42.23'	N49° 17' 43"E
C9	47.03'	173.00'	015°34'38"	46.89'	S53° 59' 41"E
C10	15.95'	600.00'	001°31'25"	15.95'	N79° 50' 14"W
C11	75.32'	149.53'	028°51'34"	74.52'	S14° 21' 40"W
C12	36.10'	127.00'	016°17'13"	35.98'	S55° 16' 35"E
C13	48.51'	228.05'	012°11'19"	48.42'	S37° 34' 25"W

Line Table		
Line #	Length	Direction
L1	52.34'	S49° 34' 08"E
L2	77.60'	S71° 01' 50"E
L3	77.60'	N71° 01' 50"W
L4	71.68'	N23° 08' 12"W
L6	11.77'	S00° 02' 39"E

Line Table		
Line #	Length	Direction
L7	54.99'	N80° 35' 56"W
L8	3.25'	S00° 04' 07"E
L9	75.43'	N00° 02' 45"W
L12	25.34'	N80° 35' 56"W

POC: POINT OF COMMENCEMENT
 POB: POINT OF BEGINNING
 REC NO: RECEPTION NUMBER
 MCSM: MESA COUNTY SURVEY MONUMENT

▨ ROW TO BE VACATED
 ○ GEOMETRY POINT



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

RIVER CITY CONSULTANTS
 215 Fifth Avenue, Unit 201
 Grand Junction, CO 81501
 Phone: 970.241.4722
 Fax: 970.241.8841
 www.rcconline.com

Drawn: TJC | Checked: AKT | 7/14/25 | Job No. 1988-033
 333 SH840-23 Road-Main Entry/Survey/DNSV188-033 ROW VACATION.dwg



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: June 17, 2026
Presented By: Jerod Timothy, Project Engineer
Department: General Services
Submitted By: Kyle Coltrinari

Information

SUBJECT:

Police Department Replacement Chiller (HVAC)

RECOMMENDATION:

Approve the sole-source purchase from Long Building Environments for a replacement chiller serving the Public Safety Building.

EXECUTIVE SUMMARY:

The Facilities Division requests approval of a sole-source purchase from Long Building Environments for a replacement chiller serving the Public Safety/911 Building. This will be for the unit only. Installation will be bid out. The existing chiller has reached the end of its useful life, and replacement parts are increasingly difficult to obtain, creating a risk to the reliable operation of critical public safety facilities.

The proposed Multistack Air-Cooled Modular Scroll System Chiller is a direct replacement for the existing equipment, minimizing installation complexity and reducing project costs. The equipment cost is \$230,500, and the total project cost, including installation, is expected to remain within the approved project budget of \$285,000.

Alternative equipment options were evaluated; however, due to significant modifications required for installation, the total cost of those alternatives substantially exceeded the available budget. The proposed sole-source purchase provides the most cost-effective and practical solution while ensuring continued reliable HVAC service to the Public Safety/911 Building.

BACKGROUND OR DETAILED INFORMATION:

The Facilities Division is requesting approval of a sole-source purchase for a replacement chiller serving the Public Safety/911 Building. This will be for the unit only.

Installation will be bid out. The existing chiller has reached the end of its useful life, and replacement parts have become increasingly difficult to obtain due to the age of the equipment. Replacement of the unit is necessary to ensure continued reliable operation of the building's HVAC system and to support uninterrupted public safety and emergency communications services.

The proposed replacement is a Multistack Air-Cooled Modular Scroll System Chiller supplied by Long Building Environments, the local authorized provider of this equipment. The proposed unit is a direct replacement for the existing chiller, allowing it to utilize the existing roof curb and requiring minimal system modifications. This approach simplifies installation, reduces project risk, and helps maintain the project within the approved capital budget.

The equipment cost from Long Building Environments is \$230,500. The total project budget, including installation, is \$285,000.

As part of the evaluation process, Facilities obtained pricing for an alternative replacement chiller from Trane. While the equipment cost was approximately \$250,000, the unit would require significant modifications to the existing installation, including roof curb and system changes, resulting in an estimated installation cost of \$250,000. The total project cost of approximately \$500,000 substantially exceeds the available capital budget.

Based on compatibility with existing infrastructure, reduced installation complexity, overall cost savings, and the ability to complete the project within budget, the Facilities Division recommends a sole-source purchase from Long Building Environments.

FISCAL IMPACT:

Funding for the \$230,500 purchase of the replacement chiller is included in the 2026 adopted Facilities Capital replacement budget.

SUGGESTED MOTION:

Move to approve the sole-source purchase of a replacement chiller (unit only) from Long Building Environments for the Public Safety/911 Building in the amount of \$230,500.

Attachments

None



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: June 17, 2026
Presented By: Trenton Prall, Engineering & Transportation Director
Department: Public Works - Streets
Submitted By: Eric Rink, Project Engineer

Information

SUBJECT:

Authorize a Construction Contract for 2026 Concrete Curb, Gutter, and Sidewalk Replacement Project

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a Contract with Agave Construction, LLC of Grand Junction, CO for the construction of the 2026 Curb, Gutter, and Sidewalk Replacements in the amount of \$253,576.

EXECUTIVE SUMMARY:

This construction contract with Agave Construction, LLC, if approved, will reconstruct various sections of concrete curb, gutter, sidewalks, drain pans, driveways, and ramps at various locations throughout the City.

BACKGROUND OR DETAILED INFORMATION:

This project is intended to repair various defective concrete elements within the City of Grand Junction. This project will include removing and replacing concrete curb, gutter, and sidewalk sections within the transportation network. The scope of replacements included in the contract was prioritized to address known safety issues due to potential tripping hazards on city sidewalks or settled concrete that has compromised the integrity of the adjacent street. This scope included the replacement of concrete at 37 locations throughout the City, which includes replacing approximately 1,000 square yards of curb, gutter, ADA ramps and/or sidewalk of varying thicknesses, and 200 square yards of asphalt patching along the replaced concrete edges. It is intended that additional concrete replacements identified as a safety issue during the term of the contract may be added to this contract if budget allows, for rapid response to issues that may be reported through summer.

A formal Invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. Two companies submitted formal bids that were found to be responsive and responsible in the following amount (one company submitted a non-responsive bid):

Firm	Location	Bid Amount
Agave Construction, LLC	Grand Junction, CO	\$253,576.00
Adcock Concrete, Inc.	Grand Junction, CO	\$337,648.00
Intensive Drilling, LLC	Brighton, CO	Non-responsive

The Agave Construction bid is recommended for award for a total of \$253,576.00. If this contract is awarded, the project is scheduled to begin in July and be complete during the autumn.

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:

A total of \$440,000 is included in the 2026 Adopted Budget to improve the condition of the City's sidewalks. The 2026 Curb, Gutter, and Sidewalk Replacement project for \$253,576 is just one aspect of the sidewalk improvement program. The remaining budget will be utilized for a combination of additional concrete replacements, repairs, and/or grinding services.

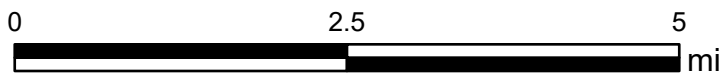
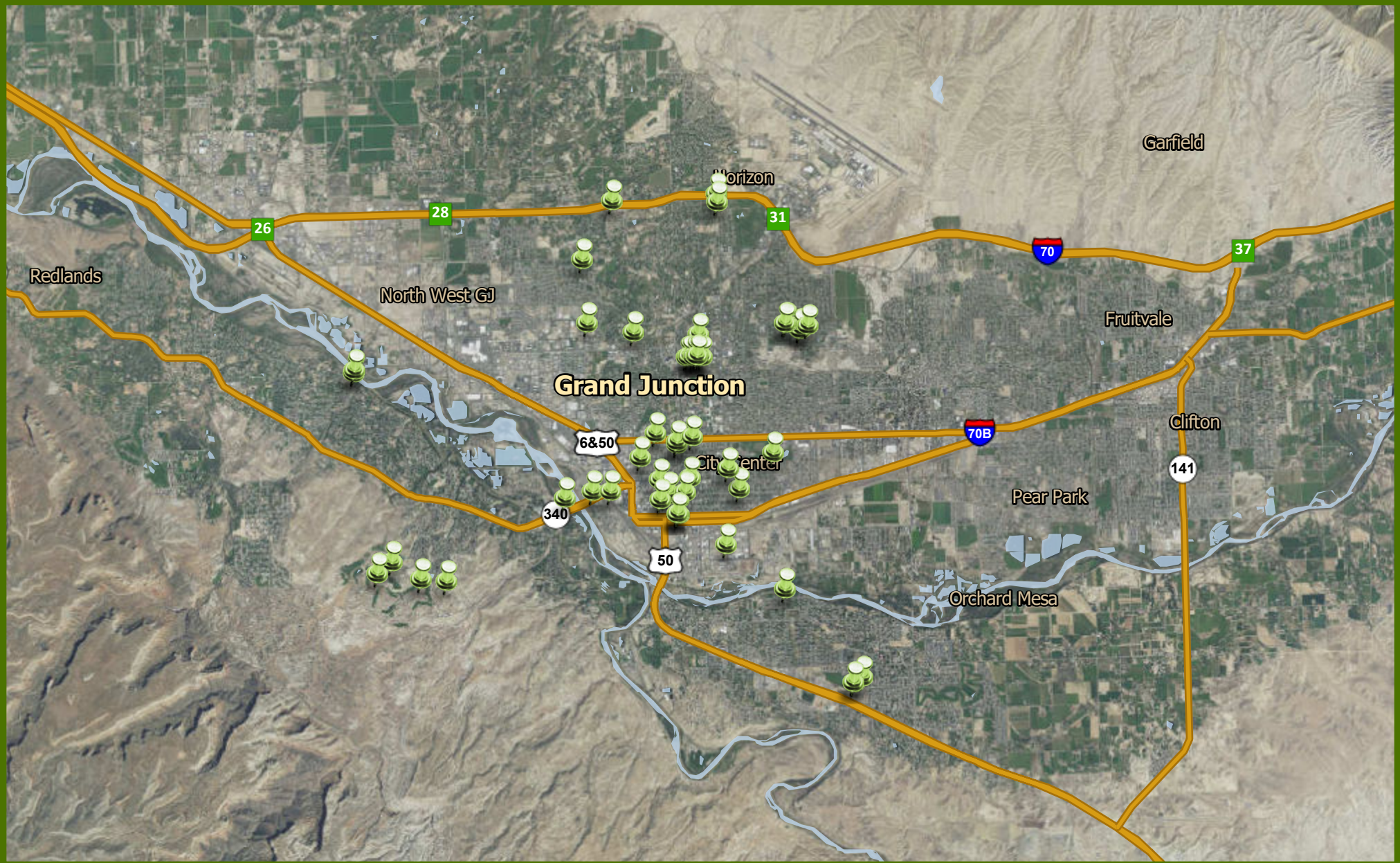
SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to enter into a Contract with Agave Construction, LLC of Grand Junction, CO for the construction of the 2026 Curb, Gutter, and Sidewalk Replacements in the amount of \$253,576.

Attachments

1. 2026 CGS Locations Map

2026 CGS Contract Locations



Printed: 6/3/2026
1 inch equals 1 miles
Scale: 1:91,553
Packet Page 112



Grand Junction City Council

Workshop Session

Item #4.a.

Meeting Date: June 17, 2026
Presented By: Trenton Prall, Engineering & Transportation Director
Department: Engineering & Transportation
Submitted By: Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

A Resolution Authorizing the Mayor to Sign a Letter of Support Establishing a Regional Transportation Management Organization/Association (TMO/A) within the Mesa County Regional Transportation Planning Office to Reduce Ramp Trips on the Proposed New I-70 Interchange at 29 Road

EXECUTIVE SUMMARY:

Colorado Department of Transportation approval of the I-70/29 Road interchange requires the City and County to commit to Transportation Demand Management (TDM) strategies that complement planned infrastructure improvements, including bicycle and pedestrian facilities and a park-and-ride component. A central component of this effort is the potential creation of a Transportation Management Organization/Association (TMO/A) within the Regional Transportation Planning Office (RTPO). The TMO/A would coordinate trip-reduction initiatives such as employer partnerships, ridesharing, schoolpool programs, microtransit, and community outreach. The proposed letter confirms the City and County's support of the establishment of a TMO/A should the interchange advance to construction. This item was previously heard by Council at the April 13 workshop where it was shared that Mesa County had expressed support for the proposed strategies and Council discussed implementation approach and emphasized efficiency.

BACKGROUND OR DETAILED INFORMATION:

As part of the approval for the I-70/29 Road interchange, the Colorado Department of Transportation Policy Directive 1601 requires the City and County to commit to Transportation Demand Management (TDM) strategies that complement the planned infrastructure improvements, including bicycle and pedestrian facilities and a park-and-ride component.

A key element of this TDM approach is the potential establishment of a Transportation Management Organization/Association (TMO/A) within the Regional Transportation Planning Office (RTPO), currently housed within Mesa County. The TMO/A would coordinate trip-reduction efforts and evaluate strategies such as employer partnerships, rideshare programs, schoolpool coordination, microtransit services, and community mobility outreach. The proposed letter affirms the City and County's support for creating a TMO/A if the interchange project proceeds to construction.

All programmatic strategies would be implemented initially as pilot programs. Continued implementation would depend on demonstrated performance, available funding, and approval by the respective governing boards.

The City and County intend to collaborate through the RTPO to further define roles, responsibilities, and implementation details in a forthcoming Intergovernmental Agreement (IGA). Any financial or operational commitments would be addressed in that agreement and subject to separate approval. All commitments outlined in this report are contingent upon the interchange project advancing to construction.

FISCAL IMPACT:

Any formal financial obligations or operational commitments would be addressed in a future Intergovernmental Agreement (IGA) and would be subject to separate approval. The ongoing effort of TMO/A is currently anticipated at a half time employee and ongoing software maintenance specialized in coordinating trip-reduction efforts such as employer partnerships, rideshare programs, schoolpool coordination, and microtransit services.

SUGGESTED ACTION:

I move to adopt Resolution No. 25-26, a resolution authorizing the Mayor to sign the attached letter of support establishing a Regional Transportation Management Organization/Association (TMO/A) within the Mesa County Regional Transportation Planning Office to reduce ramp trips on the proposed new I-70 interchange at 29 Road at a future Council meeting.

Attachments

- 1. 2026 02 25 RTPO TDM Support Letter_BoCC_CC_DRAFT
- 2. Resolution 25-26 CityofGJ TMO_A

[On City/County Letterhead]

[Date]

Shoshana Lew, Executive Director
Colorado Department of Transportation
2829 W. Howard Place
Denver, CO 80204

RE: Letter of Support for Establishing a Regional TMO/A within the RTPPO to Reduce Ramp Trips on the new I-70 Interchange at 29 Road

Dear Director Lew,

On behalf of the City of Grand Junction and Mesa County, we are pleased to express our strong support for the Transportation Demand Management (TDM) Plan and associated strategies included in the 29 Road System Level Study (SLS). The Plan outlines a comprehensive set of actions designed to reduce vehicle miles traveled, lower greenhouse gas emissions, advance state and local emissions reduction goals, and minimize ramp trips at the future 29 Road and I 70 interchange.

The TDM Plan within the SLS identifies a range of complementary strategies, including construction of bicycle and pedestrian facilities and a park and ride, and implementation of expanded TDM programs. The bicycle and pedestrian improvements and the park and ride facility will be completed as part of 29 Road design and construction. These infrastructure investments, paired with supportive TDM programming, are essential to achieving the trip reductions outlined in the SLS.

A central strategy is the establishment of a Transportation Management Organization or Association (TMO/A) within the structure of the Regional Transportation Planning Office (RTPPO), which is currently housed within Mesa County. This effort builds upon the work already underway through the RTPPO and represents a critical step in strengthening regional mobility and coordinating trip reduction efforts. The City and County have begun preliminary discussions regarding how the TMO/A could move forward.

Key programmatic strategies identified in the 29 Road TDM Plan include:

- Deepening collaboration with the business community to study, support, and promote alternative transportation modes.
- Determining the feasibility and implementation approach for a countywide rideshare application.
- Implementing a schoolpool program, in collaboration with local schools and D51, to help parents coordinate shared rides to and from school.

- Delivering targeted outreach to educate and engage the community on available mobility options, including transit, bicycle and pedestrian facilities, micromobility, and ride sharing, to ensure broad participation and long term program success.

The first step in establishing a TMO/A to advance programmatic TDM strategies will be to better understand community needs and identify solutions that may decrease vehicle miles traveled, along with determining the most effective path forward for implementation. The RTPo will then develop a formal program and advance this effort by applying for funding through CDOT's Office of Innovative Mobility to support development and implementation, including a potential countywide rideshare application. Our shared goal is to launch the rideshare app within one year of receiving funding. All programmatic TDM strategies will begin with pilot programs and will be expanded based on success and the ability for the strategies to achieve the trip reductions identified in the SLS. Efforts to assess needs and evaluate potential solutions are already underway and will be detailed further in the forthcoming 29 Road Intergovernmental Agreement.

The strategies developed through this process will support trip reduction goals for the 29 Road Interchange while also establishing a broader trip reduction program for use across Mesa County. All activities will build upon the current TDM strategies led by the RTPo.

Grand Junction and Mesa County are committed to supporting the development of the TMO/A at launch and as a sustained program, and to advancing the TDM strategies should the I 70 interchange at 29 Road move forward to construction.

Thank you for your leadership and consideration of this important effort.

Sincerely,

[Signature]

[Name, Title]

City of Grand Junction

[Signature]

[Name, Title]

Mesa County

RESOLUTION 25-26

AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO SIGN A LETTER OF SUPPORT FOR ESTABLISHING A REGIONAL TRANSPORTATION MANAGEMENT ORGANIZATION/ASSOCIATION WITHIN THE REGIONAL TRANSPORTATION PLANNING OFFICE TO REDUCE RAMP TRIPS ON THE NEW I-70 INTERCHANGE AT 29 ROAD

RECITALS:

As part of the approval for the I-70/29 Road interchange, the City and County are required to commit to Transportation Demand Management (TDM) strategies that complement the planned infrastructure improvements, including bicycle and pedestrian facilities and a park-and-ride component.

A key element of this TDM approach is the potential establishment of a Transportation Management Organization/Association (TMO/A) within the Regional Transportation Planning Office (RTPO), currently housed within Mesa County. The TMO/A would coordinate trip-reduction efforts and evaluate strategies such as employer partnerships, rideshare programs, schoolpool coordination, microtransit services, and community mobility outreach. The proposed letter affirms the City and County's support for creating a TMO/A if the interchange project proceeds to construction.

All programmatic strategies would be implemented initially as pilot programs. Continued implementation would depend on demonstrated performance, available funding, and approval by the respective governing boards.

The City and County intend to collaborate through the RTPO to further define roles, responsibilities, and implementation details in a forthcoming Intergovernmental Agreement (IGA). Any financial or operational commitments would be addressed in that agreement and subject to separate approval. All commitments outlined in this report are contingent upon the interchange project advancing to construction.

NOW THEREFORE, as provided in this Resolution, City Council of the City of Grand Junction authorizes the President of the City Council sign a letter of support for establishing a Regional TMO/A within the RTPO to Reduce Ramp Trips on the new I-70 Interchange at 29 Road.

Cody Kennedy, President of the Council

ATTEST:

Selestina Sandoval, City Clerk



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: June 17, 2026
Presented By: Trenton Prall, Engineering & Transportation Director
Department: Engineering & Transportation
Submitted By: Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

A Resolution Authorizing City Manager to Sign a Construction and Cost Share Agreement and Stormwater Management Covenant for a Regional Stormwater Detention Basin to be Located at 600 28 ¼ Road with Mesa County, PSBX Cache, LLC, and VIA Real Estate LLC

RECOMMENDATION:

Authorize the City Manager to Sign a Construction and Cost Share Agreement and Stormwater Management Covenant for a Regional Stormwater Detention Basin to be Located at 600 28 ¼ Road with Mesa County, PSBX Cache, LLC, and VIA Real Estate LLC.

EXECUTIVE SUMMARY:

Mesa County purchased the Faith Heights Church in 2023 to increase staff capacity. The frontage parcel to the Church property has a car wash, and a Starbucks is being proposed on the vacant portion of the site at the NE corner of Patterson and 28 1/4. The proposed location for the Starbucks is currently the stormwater detention for the Church. Future expansion on the northern portion of the Church property will require a new detention basin, which could also serve a portion of Matchett Park.

The City and County have discussed the construction of a regional detention basin to serve Mesa County's current and future needs; Starbucks, the carwash, and Matchett Park. The Construction and Cost Share Agreement and Stormwater Management Covenant, while not in final form, will, when complete, define the responsibilities of each party regarding the construction and long-term maintenance of the new detention facility. The negotiations have been that the City, the carwash, and Starbucks will contribute the cost of construction. Mesa County contribution is setting aside the land necessary for the detention basin. The City will provide maintenance of the basin and will be reimbursed proportionately by the carwash, Starbucks and successor to Mesa

County. With the approval of the Resolution, the City Council will authorize the City Manager to sign the Construction and Cost Share Agreement and Stormwater Management Covenant when he, and the City Attorney, deem the agreement and covenant to be complete and in the City's best interest.

BACKGROUND OR DETAILED INFORMATION:

In 2023, Mesa County acquired the Faith Heights Church to accommodate additional staff. The southern half of the property, which includes the church, a car wash, and the proposed Starbucks site, currently shares a stormwater detention basin located south of the church. To support future expansion on the northern part of the church property, a new detention basin will be necessary, which could also serve a portion of Matchett Park. A regional detention basin is proposed to meet the current and future needs of Mesa County, Starbucks, the car wash, and current and future needs of the City of Grand Junction Matchett Park. This Construction and Cost Share Agreement and Stormwater Management Covenant outlines the responsibilities of each entity regarding the construction and long-term maintenance of the facility. The City will provide maintenance of the basin and will be reimbursed proportionately by the carwash, Starbucks, and successor to Mesa County.

The **Construction and Cost Share Agreement** defines that the construction of the detention facility will be paid for by the City of Grand Junction, the carwash (VIA Real Estate, LLC), and the Starbucks developer (PSBX Cache, LLC). Starbucks developer will oversee the construction.

Some of the key points of the agreement are:

- Regional Stormwater Detention Basin will be on land owned by Mesa County. As such, they will not be responsible for construction costs.
- City, Carwash and Starbucks are responsible for construction costs.
- The City's share of the cost of construction is approximately 63 percent. The City's share of the stormwater detention capacity of the facility represents 42 percent total capacity.

The **Stormwater Management Covenant** defines design assumptions, areas served by the detention basin as well as maintenance obligations. As laid forth in this covenant the City will provide maintenance of the basin and will be reimbursed proportionately by the carwash, Starbucks and successor to Mesa County.

The **Reciprocal Easement Deed** reciprocally grants to one another for the benefit of the respective properties and in furtherance of the Stormwater Covenants and the Stormwater Management Plan, the Facilities Easement and the Drainage Easement.

Advantages of the agreement, covenant, and deed to the City include:

- Matchett Park would not be burdened with stormwater detention, freeing up approximately three to four acres for other uses.
- The City builds detention now for five additional acres of future park development.
- Detention basin is proximate to Matchett Park and would be more efficient to maintain with City staff than to have the maintenance of the basin contracted out. The City's economies of scale reduces ongoing maintenance costs for all beneficiaries.

FISCAL IMPACT:

The estimated construction cost of the regional stormwater detention facility is \$283,500. The City's share of the project is \$178,605 (63%), while the car wash and proposed Starbucks development are responsible for \$104,895 (37%).

The City's contribution will be funded through \$73,000 budgeted within the 2026 Community Recreation Center project and \$105,605 from available Storm Drainage Fund balance, which was appropriated through the Supplemental Appropriation adopted by City Council in May 2026.

SUGGESTED MOTION:

I move to adopt Resolution No. 53-26 a resolution authorizing the City Manager to Sign a Construction and Cost Share Agreement and Stormwater Management Covenant for a Regional Stormwater Detention Basin to be located at 600 28 ¼ Road with Mesa County, PSBX Cache, LLC, and VIA Real Estate LLC.

Attachments

1. Construction and Cost Share Agreement
2. Stormwater Management Covenants
3. Reciprocal Easement Deed
4. RES-Faith Heights Stormwater 20260609

CONSTRUCTION AND COST SHARE AGREEMENT

This Construction and Cost Share Agreement (“Agreement”) is entered into as of _____, 2026, by and among the City of Grand Junction, a Colorado municipal corporation (“City”); Mesa County, Colorado, a Colorado statutory county (“County”); PSBX Cache, LLC, a Colorado limited liability company (“PSBX”); and VIA Real Estate, LLC, a Wyoming limited liability company (“VIA”) (each, a “Party” and collectively, the “Parties”).

The Parties agree as follows:

1. **Project.** The Parties desire to construct a Project consisting of that certain stormwater Detention Pond and supporting infrastructure as described in the *Final Drainage Report for Starbucks Coffee and Drive Thru*, those certain *Stormwater Management Covenants* the Parties intend to enter into with respect to the Property subject of the *Covenants*, and the *Final Construction Plans* for the Detention Pond and infrastructure. Reference is hereby made to the *Drainage Report and Covenants*, and the *Final Construction Plans* are incorporated into this Agreement by this reference. Capitalized terms not newly introduced and defined in this Agreement have the same meanings as in the *Covenants*.

2. **Constructing Party.** The Parties designate PSBX as the Constructing Party for the Project. The Constructing Party is obligated, in consultation with the other Parties, to retain contractors and consultants necessary to complete the Project. The Constructing Party will have the right to coordinate, schedule, supervise, and administer the Project, subject to the terms of this Agreement.

3. **Cost Sharing.** Responsibility for the cost to construct the Project will be proportionally shared amongst the City, PSBX, and VIA. The total cost to complete the Project is estimated to be \$283,500.00, which the City, PSBX, and VIA will proportionally share in the following percentages:

City:	63.0%
PSBX:	16.0%
VIA:	21.0%

PSBX, as the Constructing Party, shall timely present invoices received with respect to Project construction to City and VIA, along with any supporting documentation. City and VIA will then have ten (10) business days to either dispute in writing a proposed reimbursement item or cost, or to reimburse PSBX their proportionate share of the invoiced costs. If either Party fails to submit a dispute in writing within ten (10) business days, such invoice will be deemed approved by such Party and their right to dispute such invoice, waived. Disputes regarding a reimbursement item or cost shall be settled pursuant to the dispute resolution provisions of this Agreement. In the event the cost to complete the Project exceeds estimated amount stated above, City, PSBX, and VIA will each be jointly responsible for any additional expense in accordance with the proportional cost share stated in this paragraph.

4. **Project Location; Easements.** The Detention Pond and much of the supporting infrastructure is contemplated to be located on the County Parcel, as detailed in the *Drainage Report, Covenants*, and *Final Construction Plans*. County hereby grants to the Constructing Party, its contractors, subcontractors, employees, agents, consultants, and invitees a temporary non-exclusive construction easement over those portions of the County Parcel reasonably necessary for construction of the Project, including the areas as

may be shown on a site plan or written description approved by the County, which site plan or written description, if any, is incorporated in this Agreement by this reference (the "Easement Area"). Areas in the near vicinity of the Detention Pond, the supporting infrastructure, the construction access routes, or within any limits of disturbance or plans approved for the Project are hereby declared to be within the Easement Area. The easement includes rights for ingress and egress, equipment access, material staging, grading, excavation, restoration work, installation, maintenance, and use of any construction access routes. The easement shall commence on the date construction of the Project begins and will terminate upon the County's provision of notice to PSBX that all restoration of the County Parcel required under this Agreement has been satisfactorily completed. The Constructing Party will confine construction activities to the Easement Area and any other limits of disturbance which may be approved, and will use commercially reasonable efforts to minimize interference with the County's use of the County Parcel.

5. **Restoration.** The Constructing Party shall cause the Easement Area and any other areas disturbed on the County Parcel to be restored to substantially the same condition existing immediately prior to construction of the Project. Such restoration will include removal of temporary facilities, equipment, and materials, and repair of damage to pavement, landscaping, fencing, irrigation, and other improvements in the Easement Area or on the County Parcel caused by construction activities. Reasonable wear, approved Project or other modifications to the County Parcel, and final grading and stabilization impacts are excepted from the restoration obligations. County will provide written notice to PSBX when all restoration tasks deemed necessary by County have been completed to the satisfaction of County as soon as practicable after satisfactory completion.

6. **Compliance.** PSBX, as the Constructing Party, and all of its contractors pursuant to contractual terms with PSBX, will comply with all applicable laws, permits, covenants, and related approvals applicable to construction of the Project, including but not limited to construction stormwater compliance. PSBX will be responsible for obtaining and maintaining any needed permits not already obtained, implementation of site or other controls required by applicable laws and permits, completion of all regulatory reporting required in connection with Project construction, correction of deficiencies cited by regulatory authorities, and all other obligations typically undertaken by parties constructing stormwater facilities or similar improvements. Each other Party is participating only as a cost-sharing participant and will not be deemed an operator, permittee, contractor, or other similar role for purposes of regulatory compliance with respect to Project construction. Notwithstanding the foregoing, and without assuming any regulatory role or responsibility, each other Party agrees to cooperate with respect to PSBX and its contractors maintaining legal compliance, and to contribute financially in equal shares toward the reasonable costs of cure of regulatory deficiencies or defense of regulatory-based legal actions arising from Project construction; provided, however, that PSBX will first look to indemnification by its general contractor before seeking financial contributions by the other Parties. The aggregate financial contributions of City, County, and VIA under this paragraph shall not exceed \$28,350.00, with each of City, County, and VIA individually liable for no more than \$9,450.00 of such aggregate amount. If City, County, and VIA agree that the regulatory matter was caused by the willful or wanton conduct of PSBX or its contractor, none of City, County, or VIA shall be obligated to contribute to the costs of cure or defense of that matter. Any financial obligation of City or County under this paragraph is subject to appropriation of funds for such purpose by the applicable governing body, and neither City nor County waives any defense, immunity, or limitation available under the Colorado Governmental Immunity Act or applicable law.

7. **Contractor Insurance; Indemnification.** The Constructing Party shall require its contractor to maintain commercially reasonable insurance, which requirement the Parties believe is minimally satisfied by the following minimal coverage limits: Commercial General Liability Insurance of not less than \$1,000,000 per occurrence; Workers' Compensation Insurance as required by law; Automobile Liability Insurance of not less than \$1,000,000 combined single limit. Upon request, the Constructing Party shall cause certificates of insurance to be provided to the other Parties. To the extent commercially available, the Constructing Party will require its contractor to name the non-constructing Parties as additional insureds on the contractor's commercial general liability policy and indemnify the non-constructing Parties for liabilities arising out of construction of the Project.

8. **Construction Deemed a "Public Work".** The Parties deem construction of the Project to be construction of a "public work" due to the use of public funds to cover the cost of construction in part. As a result, certain special statutory requirements must be satisfied by the general contractor retained by the Constructing Party. These include or may include, pending Project construction costs exceeding applicable threshold cost amounts, the requirements codified in Colorado Revised Statutes sections 8-17-101 to -107; 24-91-103; 24-91-103.5; and 38-26-101 to -110. The Constructing Party is responsible for ensuring the general contractor's compliance with "public works" requirements, whether or not identified in this paragraph.

9. **Dispute Resolution.** In the event of a dispute under this Agreement that cannot be resolved by negotiation, such dispute shall be submitted to mediation before proceeding with any litigation. The Parties shall share the cost of the mediation proceedings equally. The substantially prevailing Party(ies) in any litigation shall be entitled to receive from the non-substantially prevailing Party(ies) their reasonable attorneys' and related fees and costs.

10. **Miscellaneous.**

10.1. **Entire Agreement.** This Agreement supersedes all other negotiations, representations, or agreements between the Parties, whether written or oral, on the subject matter of this Agreement, and constitutes the entire integrated agreement between the Parties.

10.2. **Notices.** All notices and communications required or regarding this Agreement shall be effective only upon receipt or refusal of receipt by the other Parties. Any notice may be delivered in electronic form, including but not limited to email. To the extent notice is delivered by email, a Party's receipt of the same shall be confirmed through a responsive email or other written communication. The Parties shall supply one another with the names and contact information, including email address and phone number, of persons to receive notices under this Agreement, and shall update such information with the other Parties as soon as reasonably practicable after any change in such information.

10.3. **Assignment.** The Parties' rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the other Parties. Any attempt at assignment or transfer without such consent shall be void.

10.4. **Relationship of Parties.** Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or employment relationship between the Parties. No Party shall have

the authority to bind or obligate any other Party in any manner not expressly provided for in this Agreement.

10.5. Third-Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any right or remedy upon any person or entity other than the Parties. The Agreement is solely for the benefit of the Parties. No third party shall have any right to rely upon or enforce any term or provision of this Agreement, except as may otherwise be provided by this Agreement.

10.6. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action shall exclusively lie in Mesa County, Colorado. The Parties waive their right to bring or remove an action to federal court, and to trial by jury.

10.7. Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. No course of dealing or delay in exercising any right shall operate as a waiver or abandonment of such right.

10.8. Interpretation. All provisions of this Agreement shall be interpreted according to their fair meaning and shall not be strictly construed against any Party.

10.9. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

10.10. Headings. The paragraph or other headings of this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Agreement.

10.11. Authority to Sign. Each individual signing this Agreement represents and warrants that they have full authority to enter into this Agreement and to bind the entity on whose behalf they are signing.

10.12. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

10.13. Survival of Terms. Notwithstanding any expiration or termination of this Agreement, any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive and shall be enforceable by the other Parties.

[SIGNATURES FOLLOW]

CITY:

CITY OF GRAND JUNCTION, COLORADO, A
COLORADO MUNICIPAL CORPORATION

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Construction Agreement was acknowledged before me this _____ day of _____, 2026, by _____ as _____ of the City of Grand Junction, Colorado, a Colorado municipal corporation.

Witness my hand and official seal.

Notary Public

[ADDITIONAL SIGNATURES FOLLOW]

COUNTY:

MESA COUNTY, COLORADO,
A COLORADO STATUTORY COUNTY

By: _____
JJ Fletcher, Chair
Mesa County Board of County
Commissioners

ATTEST:

By: _____
Bobbie Gross, Mesa County Clerk and
Recorder

[ADDITIONAL SIGNATURES FOLLOW]

PSBX:

PSBX CACHE, LLC,
A COLORADO LIMITED LIABILITY COMPANY

By: _____
Sid Squirrell, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Construction Agreement was acknowledged before me this _____ day of _____, 2026, by Sid Squirrell as Manager of PSBX Cache, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

[ADDITIONAL SIGNATURES FOLLOW]

VIA:

VIA REAL ESTATE, LLC,
A WYOMING LIMITED LIABILITY COMPANY

By: _____
Derrick Merchant, Manager

STATE OF TEXAS)
) ss.
COUNTY OF LUBBOCK)

The foregoing Construction Agreement was acknowledged before me this _____ day of _____, 2026, by Derrick Merchant as Manager of VIA Real Estate, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

Notary Public

STORMWATER MANAGEMENT COVENANTS

THESE STORMWATER MANAGEMENT COVENANTS (“Covenants”) are made as of _____, 2026, by the City of Grand Junction, a Colorado municipal corporation (“City”); Mesa County, Colorado, a Colorado statutory county (“County”); PSBX Cache, LLC, a Colorado limited liability company (“PSBX”); and VIA Real Estate, LLC, a Wyoming limited liability company (“VIA”).

RECITALS

A. City, County, PSBX, and VIA, individually, own certain real property more particularly described on Exhibit A and depicted on Exhibit B, each attached and incorporated herein by this reference. Such parcels are collectively referred to hereafter as the “Property.”

B. The Property is the subject of that certain *Final Drainage Report for Starbucks Coffee and Drive Thru* maintained and approved by the City in its regulatory capacity as to development and operation of stormwater drainage/water quality facilities intended to reduce, detain, convey, and otherwise manage stormwater runoff and provide stormwater quality enhancement with respect to anticipated development of the Property. The matters approved in the *Final Drainage Report* are collectively referred to hereafter as the “Stormwater Management Plan.”

C. City, County, PSBX, and VIA desire through these Covenants to provide additional terms, conditions, and interests with respect to the Property, and the obligations of City, County, PSBX, VIA and future owners of the Property, in furtherance of the goals of the Stormwater Management Plan. The City and County each additionally have interests in the Stormwater Management Plan in their stormwater regulatory capacities specific to the Property and regionally.

I. DECLARATION AND SUBMISSION

1.1 Declaration and Submission. City, County, PSBX, and VIA hereby declare, each as to their respective parcels comprising the Property, that the Property shall be held and conveyed subject to these Covenants, which shall run with title to each parcel comprising the Property in perpetuity, and be binding on any party(ies) having any right, title, or interest in all or any part of the Property.

1.2 Controlling Terms. These Covenants and the Stormwater Management Plan, as they may be amended, are intended to supersede and control over any and all prior stormwater-related covenants, terms, conditions, or stormwater management plans applied to any part of the Property, except as may otherwise be provided in these Covenants.

1.3 Owner Defined. Any party possessing title to all or any part of the Property, and any party possessing, controlling, or occupying all or any part of the Property through or under a party possessing title, is referred to in these Covenants as an “Owner.” Multiple parties possessing, controlling, or occupying a parcel shall be collectively regarded as a single “Owner.” In the case of condominiumization or a similar arrangement in which unit owners collectively own the real property upon which their units are situated, such unit owners shall be collectively regarded as a

single “Owner” with respect to the collectively owned real property. In addition, in the case of improvements and the underlying real property being owned separately, the underlying real property owner shall be regarded as the “Owner.” “Owners” shall refer to more than one “Owner,” including the owners of all the parcels that might comprise the Property, as required by the context.

II. STORMWATER FACILITIES

2.1 Detention Pond. The Stormwater Management Plan contemplates a stormwater detention/water quality facility having a surface area of .51 acres, and volume of +/- 66,618 cubic feet (“Detention Pond”) being located on the northwest portion of the County Parcel. The Detention Pond is intended to benefit the entire Property. The intended location of the Detention Pond is approximately shown on Exhibit B. Reference is hereby made to the *Combined Pond Detail* plan included in the Stormwater Management Plan, which plan details additional characteristics of the Primary Detention Pond.

2.2 Supporting Infrastructure. The Stormwater Management Plan contemplates that stormwater collection by the Detention Pond will occur through surface flows into the Detention Pond, through collection and conveyance by an interconnected underground storm drain system, and through existing open surface ditches that have historically captured irrigation tailwater from the City Parcel, County Parcel, and other historically irrigated lands to the north. Reference is hereby made to the locations of the existing open ditches and storm drain system components shown on Exhibit B, or otherwise contemplated by the Stormwater Management Plan. All infrastructure supporting operation of the Detention Pond, including stabilizing vegetation therefor, and of the Stormwater Management Plan, including as the Stormwater Management Plan may be amended, shall hereafter be referred to as “Supporting Infrastructure.”

III. OPERATIONS AND MAINTENANCE

3.1 Perpetual Operation and Maintenance. All of the Owners shall cooperate to promote the efficient operation of the Detention Pond, including as the Detention Pond may be modified in connection with any amendment of the Stormwater Management Plan, and all Supporting Infrastructure, all in furtherance of the goals of the Stormwater Management Plan, as it may be amended, and a harmonious relationship between the Owners with respect to such matters. Efficient operation entails in part maintaining the Detention Pond and all Supporting Infrastructure in the condition required for successful operation of the Stormwater Management Plan, as it may be amended, and for compliance with all applicable laws, rules, or regulations. “Maintain” and derivations thereof shall mean for purposes of this Operations and Maintenance section repair, replace, re-construct, or re-install.

3.2 City to Maintain and Act as Coordinating Owner. The Owners designate the City to be responsible for performing maintenance of the Detention Pond and Supporting Infrastructure, and for other cooperative efforts of all or any number of the Owners under these Covenants. The City will act or communicate with third parties on behalf of the relevant Owners, schedule necessary meetings among the Owners, maintain a record of actions taken or proposed, and undertake other reasonably necessary related actions. The City shall consult with all necessary Owners before making significant decisions, and shall provide updates as reasonably needed to ensure

transparency and facilitate informed consent. The Owners shall compensate the City for its effort at cost without markup. Such costs may be collectible by the City through collections means available to Colorado municipal corporations.

3.3 Annual Regulatory Inspection and Reporting. The Owners, through the City, shall cause the Detention Pond, including as it may be modified in connection with any amendment of the Stormwater Management Plan, and all Supporting Infrastructure to be inspected annually by a Qualified Erosion and Sediment Control Specialist hired by City or on City staff to determine whether they are in good working order as contemplated by the Stormwater Management Plan, including as it may be amended. Vegetation and hill slope around any detention pond shall be established and maintained in a manner that facilitates such inspections. The Qualified Erosion and Sediment Control Specialist shall report the findings of such inspection to the Owners, and to the County's Stormwater Division, or any other then-current holder of the municipal storm sewer system permit applicable to the Property, or such holder's regulatory designee, in a form as may be prescribed, annually no later than December 31, or by any other deadline as may be prescribed.

3.4 Cost Sharing and Payment. The Owners shall be obligated for maintenance and any operations costs in accordance with the provisions set forth in the following sub-paragraphs. The City shall apportion and present any costs to the relevant Owners in accordance with such provisions. Payment of costs shall be made to the City within the time noticed for payment by the City with presentment of the costs owed and supporting documentation.

3.4.1 Detention Pond and Supporting Infrastructure. As the Detention Pond and Supporting Infrastructure are intended to benefit the entire Property, all of the Owners shall share financial responsibility for maintaining the Detention Pond and its Supporting Infrastructure, including as the Detention Pond or Supporting Infrastructure may be modified in connection with any amendment of the Stormwater Management Plan, and for regulatory inspection and reporting. Supporting Infrastructure shall include all infrastructure enabling collection of stormwater in the Detention Pond. Responsibility shall be shared among the Owners in proportion to the share of Detention Pond volume intended to benefit an Owner's parcel. Such proportional interests, based on a total developed capacity of 66,618 cubic feet, are as follows at the time these Covenants are made:

City Parcel: 28,046 cubic feet (42.1%)

County Parcel: 33,443 cubic feet (50.2%)

PSBX Parcel: 1,932 cubic feet (2.9%)

VIA Parcel: 3,197 cubic feet (4.8%)

3.4.2 Ad Hoc Cost Allocation. In the event a shared maintenance, operations, or related cost does not directly fall within the foregoing Detention Pond and Supporting Infrastructure cost apportionment provisions, the Owners shall determine how to fairly allocate such cost among themselves, a select subset of Owners, or any one

Owner, as the situation may demand. Such ad hoc cost allocations shall be determined through a simple majority vote of all the Owners, with each Owner possessing one vote.

- 3.4.3 Costs Not Shared. Repairs of the Detention Pond or Supporting Infrastructure required as a result of any elective work undertaken by an Owner on such Owner's parcel, and any elective upgrades independently undertaken by an Owner on such Owner's parcel, or as a result of any damage to the Detention Pond or Supporting Infrastructure caused by any Owner or Owners are not shared costs.

IV. EASEMENTS

4.1 Facilities Easements. There is hereby created in furtherance of the Stormwater Management Plan and for benefit of the Property and the Owners a blanket easement upon, across, over, in, and under the Property for the Detention Pond and all Supporting Infrastructure, whether existing or to be constructed under the Stormwater Management Plan, including as it may be amended. Such blanket easement shall, in addition to permitting location on the Property of the Detention Pond and all Supporting Infrastructure, as detailed in the Stormwater Management Plan, as the case may be, allow for ingress to and egress from, installation, replacing, repairing, maintaining, or improving the Detention Pond and all Supporting Infrastructure, provided that all such activities shall be conducted in a commercially reasonable manner that seeks to minimize interference with or interruption of an Owner's use of its parcel comprising the Property.

4.2 Drainage Easements. There is hereby created in furtherance of the Stormwater Management Plan and for benefit of the Property and the Owners a blanket easement upon, across, and over the Property for surface drainage waters. Such easement shall be only as reasonably necessary for intended operation of the Stormwater Management Plan, and shall not be construed to prevent reasonable development of the Property. Any platted drainage easements are specifically incorporated into this necessary blanket easement by this reference.

4.3 Regulatory Authorities Easements. There is hereby created in furtherance of the Stormwater Management Plan and for benefit of the Property and the Owners a blanket easement upon, across, and over the Property to allow regulatory authorities to enter and investigate the stormwater facilities and compliance with the Stormwater Management Plan or other regulatory requirements. Such easement rights may be exercised only after notice to the Owners, preferably provided to the City for provision to the other Owners if being exercised by a third party, or reasonable attempts to provide such notice have been unsuccessful, except in the case of emergency.

4.4 Reservation. The power to establish other easements, permits, or licenses over the Property in furtherance of the Stormwater Management Plan or regional stormwater management, or for matters that do not negatively materially impact operation of the Stormwater Management Plan is hereby reserved to the Owners.

V. ADDITIONAL TERMS

5.1 Insurance. In the event any Owner or the Owners opt to acquire liability or similar insurance for any detention pond or Supporting Infrastructure, all Owners shall be named insureds.

5.2 Indemnification. Each Owner shall, to the extent permitted by law, indemnify, save, and hold the other Owners and the City in its regulatory capacity harmless from any third-party loss, claim or liability arising out of, or attributable to any detention pond or Supporting Infrastructure, including as to mechanic's or any government liens related to any stormwater facilities in, on, or under the Property, and attorneys fees; provided, however, that neither City, nor County, nor any other governmental Owner shall indemnify for matters for which they are immune under the Colorado Governmental Immunity Act, section 24-10-101, C.R.S., et seq.

5.3 Disputes or Enforcement. In the event of a dispute under these Covenants that cannot be resolved by negotiation, such dispute shall be submitted to mediation before proceeding with any litigation. The Owners shall share the cost of the mediation proceedings equally. The substantially prevailing Owner(s) in any litigation shall be entitled to receive from the non-substantially prevailing Owner(s) its or their reasonable attorneys' and related fees and costs.

5.4 Amendment. These Covenants may be amended in furtherance of the goals of the Stormwater Management Plan at any time by an affirmative vote by at least 67% of all the Owners, with each Owner possessing one vote. Notwithstanding the foregoing, these Covenants shall be amended to conform to any material amendment of the Stormwater Management Plan.

5.5 No Limitation. These Covenants shall not be interpreted or deemed to limit the authority, privilege, or right of the City, or its designee, in its stormwater regulatory capacity.

5.6 Third Party Beneficiary Status. In the event the County is no longer an Owner, the County shall nevertheless have third party beneficiary status and retain the right to enforce the terms of these Covenants against the Owners in the event of a breach or threatened breach thereof, and failure to enforce the same by one or more Owner.

5.7 Notice. Any formal notice to an Owner under these Covenants shall be in writing, and may be personally delivered, or sent by United States Mail, reputable courier, or electronic mail. Delivery by United States Mail or courier shall be to an Owner's address of record shown by the Mesa County Assessor's records, or to a different address supplied by an Owner. Electronic mail shall be delivered to an electronic mail address provided for such purpose by an Owner to the other Owners. Notices will be deemed effective upon delivery if personally delivered, the date of delivery as reflected in the records of the United States Mail or courier service, or upon the recipient's confirmation of receipt if delivered by electronic mail. The delivery and electronic mail addresses of City, County, PSBX, SH1, and VIA at the time these Covenants are made are:

City: City of Grand Junction
Attn: City Manager
250 North 5th Street
Grand Junction, CO 81502

Email: Michael.bennett@gjcity.org

County: Mesa County
Attn: Facilities Director
PO Box 20,000-5024
Grand Junction, CO 81502-5001
Email: web-facilities@mesacounty.us

With Copy to: Mesa County Administration
PO Box 20,000-5001
Grand Junction, CO 81502-5001
Email: mcadmin@mesacounty.us

PSBX: PSBX Cache, LLC
Attn: Sid Squirrell
1015 North 7th Street
Grand Junction, CO 81501
Phone: (970) 260 - 0121
Email: sid@gjcommercial.com

VIA: VIA Real Estate, LLC
13105 Dover Avenue
Lubbock, Texas 79424
Attn: Contracts Manager
Email: development@7bdev.com

With Copy to: VIA Real Estate, LLC
Attn: J. Keith Shelton, Chief Legal Officer
13105 Dover Avenue
Lubbock, Texas 79424
Email: keith@7bdev.com

5.8 No Public Dedication. Nothing contained in these Covenants shall be deemed to be a dedication of any aspect of the stormwater facilities. Any dedication, if at all, will occur through separate agreement with the City in its regulatory capacity.

5.9 Paragraph Headings. The paragraph headings in these Covenants are for convenience only and shall not be construed to be a part of the covenants contained herein.

5.10 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, City, County, PSBX, and VIA, the owners of all of the Property, have executed these Covenants.

CITY:

CITY OF GRAND JUNCTION, COLORADO, A
COLORADO MUNICIPAL CORPORATION

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Stormwater Management Covenants were acknowledged before me this
_____ day of _____, 2026, by _____ as _____ of co-declarant
City of Grand Junction, Colorado, a Colorado municipal corporation.

Witness my hand and official seal.

Notary Public

[ADDITIONAL SIGNATURES FOLLOW]

COUNTY:

MESA COUNTY, COLORADO,
A COLORADO STATUTORY COUNTY

By: _____
JJ Fletcher, Chair
Mesa County Board of County
Commissioners

ATTEST:

By: _____
Bobbie Gross, Mesa County Clerk and
Recorder

[ADDITIONAL SIGNATURES FOLLOW]

PSBX:

PSBX CACHE, LLC,
A COLORADO LIMITED LIABILITY
COMPANY

By: _____
Sid Squirrell, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Stormwater Management Covenants were acknowledged before me this _____ day of _____, 2026, by Sid Squirrell as Manager of co-declarant PSBX Cache, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

[ADDITIONAL SIGNATURES FOLLOW]

VIA:

VIA REAL ESTATE, LLC,
A WYOMING LIMITED LIABILITY COMPANY

By: _____
Derrick Merchant, Manager

STATE OF TEXAS)
) ss.
COUNTY OF LUBBOCK)

The foregoing Stormwater Management Covenants were acknowledged before me this _____ day of _____, 2026, by Derrick Merchant as Manager of co-declarant VIA Real Estate, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

Notary Public

EXHIBIT A

City Parcel: That portion of the E1/2 SW1/4 and W1/2 SE1/4, Sec. 6, Twp. 1 S, Rng. 1 E, Ute Meridian, Mesa County, Colorado located within the drainage basin delineated on Exhibit B to these Covenants, consisting of all of those parcels known by Mesa County Assessor's Parcel Numbers 2943-064-00-082, 2943-064-00-083, and part of a larger parcel known by Mesa County Assessor's Parcel Number 2943-062-00-101

County Parcel: Lot 2, For Him Subdivision, a replat of Lot 1 Harvest Subdivision, according to the plat thereof recorded February 28, 2022 at Reception No. 3021552, Mesa County, Colorado

Also known by Mesa County Assessor's Parcel Number 2943-063-52-002

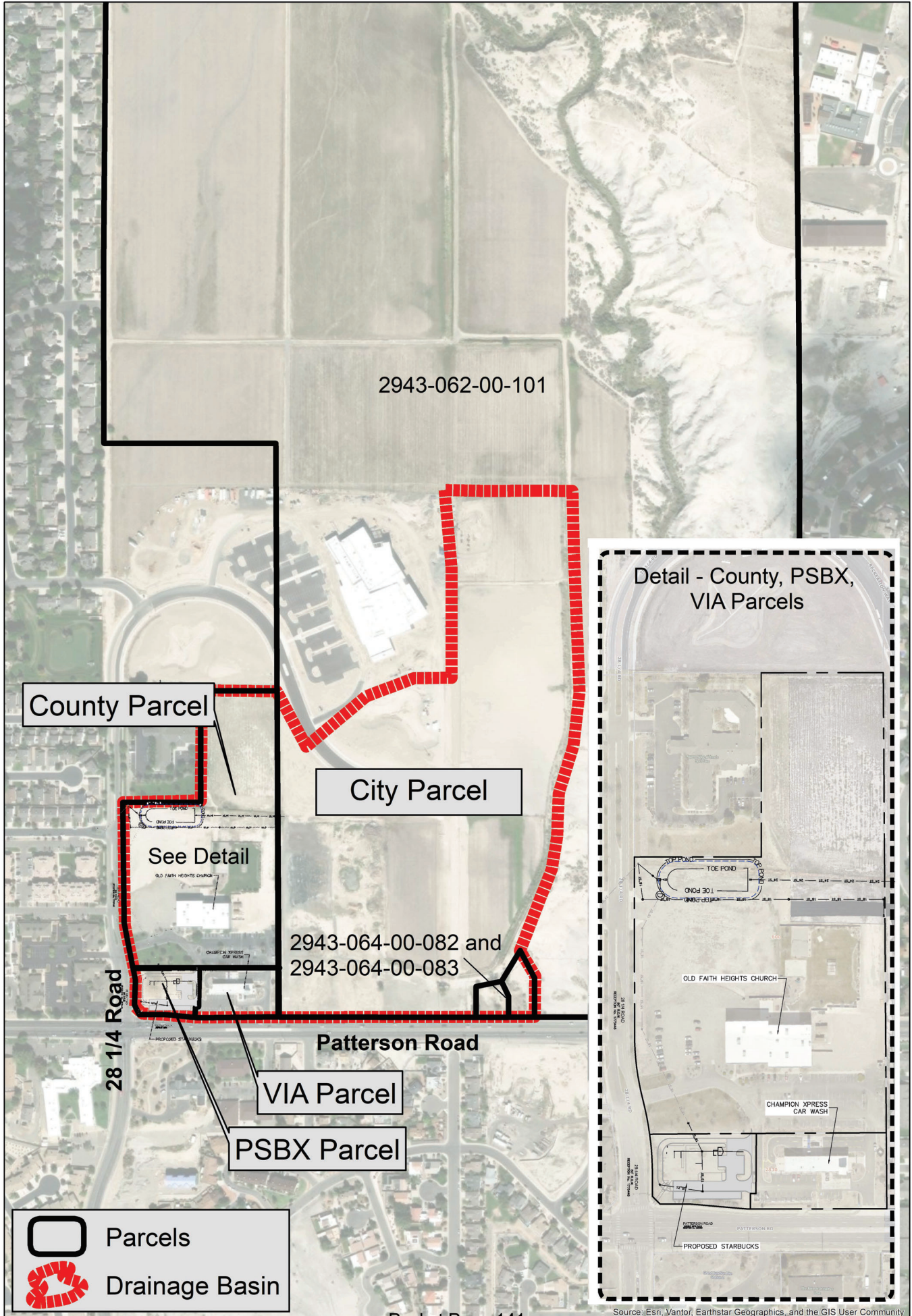
PSBX Parcel: Lot 1, Champion Xpress Subdivision, a replat of Lot 1, For Him Subdivision, according to the plat thereof recorded _____, 2026 at Reception No. _____, Mesa County, Colorado

Also known by Mesa County Assessor's Parcel Number _____

VIA Parcel: Lot 2, Champion Xpress Subdivision, a replat of Lot 1, For Him Subdivision, according to the plat thereof recorded _____, 2026 at Reception No. _____, County of Mesa, Colorado

Also known by Mesa County Assessor's Parcel Number _____

Exhibit B



RECIPROCAL EASEMENT DEED

THIS RECIPROCAL EASEMENT DEED, is made this ____ day of _____, 2026, between the City of Grand Junction, a Colorado home rule municipal corporation (“City”); Mesa County, Colorado, a Colorado statutory county (“County”); PSBX Cache, LLC, a Colorado limited liability company (“PSBX”); and VIA Real Estate, LLC, a Wyoming limited liability company (“VIA”). City, County, PSBX, and VIA are collectively referred to hereafter as the “Owners,” and may be referred individually without specification as an “Owner.”

RECITALS

A. The Owners, individually, own certain real property more particularly described on Exhibit A and depicted on Exhibit B of those certain *Stormwater Management Covenants* recorded _____, 2026 at Reception No. _____, Mesa County, Colorado (“Stormwater Covenants”). Capitalized terms in this Reciprocal Easement Deed not defined herein shall have the same meanings as set forth in the Stormwater Covenants.

B. The Stormwater Covenants describe a blanket facilities easement (“Facilities Easement”) and a blanket drainage easement (“Drainage Easement”), each of which is intended for further operation of the Stormwater Management Plan, for and out of which the Stormwater Covenants were developed and implemented.

C. The Owners desire by and with this Reciprocal Easement Deed to reciprocally grant to one another for the benefit of the Property and in furtherance of the Stormwater Covenants and the Stormwater Management Plan the Facilities Easement and the Drainage Easement.

NOW THEREFORE, in consideration of the covenants, mutual agreements, and other good and valuable consideration contained herein and in the Stormwater Covenants, the receipt and sufficiency of which is hereby acknowledged, the Owners agree as follows:

1. Grant of Reciprocal Facilities Easement. Each Owner hereby grants without warranty of any kind to the other Owners a non-exclusive, perpetual easement upon, across, over, in, and under that portion of the Property owned by the granting Owner for the purpose of (a) locating the Detention Pond and all Supporting Infrastructure on the Property all as detailed in the Stormwater Covenants and the Stormwater Management Plan, and (b) allowing for ingress to and egress from, installation, replacing, repairing, maintaining, or improving the Detention Pond and all Supporting Infrastructure as prescribed by the Stormwater Covenants.

2. Grant of Reciprocal Drainage Easement. Each Owner hereby grants without warranty of any kind to the other Owners a non-exclusive, perpetual easement upon, across, and over that portion of the Property owned by the granting Owner to support drainage of surface water across and from the Property, particularly into the Supporting Infrastructure and the Detention Pond. Pursuant to the terms of the Stormwater Covenants, such easement shall extend only as is reasonably necessary for intended operation of the Stormwater Management Plan, and shall include any platted, or otherwise lawfully created drainage easement(s).

3. Appurtenant Easements. The Facilities Easement and the Drainage Easement are and shall be appurtenant to the Owners' individual parcels of real property described on Exhibit A and depicted on Exhibit B of the Stormwater Covenants, and shall inure to the benefit of the Owners' successors in interest. No right, title or interest in the Facilities Easement or the Drainage Easement shall be conveyed, assigned, or transferred except in conjunction with conveyance, assignment, or transfer of an Owner's individual parcel. Reference is hereby made to additional, related terms of the Stormwater Covenants.

4. Use Rights and Obligations. The Facilities Easement and Drainage Easement each include the right of subjacent and lateral support for intended operation of the Detention Pond and Supporting Infrastructure and intended surface drainage under the Stormwater Management Plan. Reference is hereby made to additional use related terms of the Stormwater Covenants.

5. No Merger. The terms of the Stormwater Covenants are intended to be durable and run with title to each parcel comprising the Property. There shall be no merger of such terms with this Reciprocal Easement Deed.

IN WITNESS WHEREOF, City, County, PSBX, and VIA, the owners of all of the Property, have executed this Reciprocal Easement Deed.

CITY:

CITY OF GRAND JUNCTION, COLORADO, A
COLORADO MUNICIPAL CORPORATION

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Reciprocal Easement Deed was acknowledged before me this _____ day of _____, 2026, by _____ as _____ of the City of Grand Junction, Colorado, a Colorado municipal corporation.

Witness my hand and official seal.

Notary Public

[ADDITIONAL SIGNATURES FOLLOW]

COUNTY:

MESA COUNTY, COLORADO,
A COLORADO STATUTORY COUNTY

By: _____
JJ Fletcher, Chair
Mesa County Board of County
Commissioners

ATTEST:

By: _____
Bobbie Gross, Mesa County Clerk and
Recorder

[ADDITIONAL SIGNATURES FOLLOW]

PSBX:

PSBX CACHE, LLC,
A COLORADO LIMITED LIABILITY
COMPANY

By: _____
Sid Squirrell, Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Reciprocal Easement Deed was acknowledged before me this _____ day
of _____, 2026, by Sid Squirrell as Manager of PSBX Cache, LLC, a Colorado limited
liability company.

Witness my hand and official seal.

Notary Public

[ADDITIONAL SIGNATURES FOLLOW]

VIA:

VIA REAL ESTATE, LLC,
A WYOMING LIMITED LIABILITY COMPANY

By: _____
Derrick Merchant, Manager

STATE OF TEXAS)
) ss.
COUNTY OF LUBBOCK)

The foregoing Reciprocal Easement Deed was acknowledged before me this _____ day of _____, 2026, by Derrick Merchant as Manager of VIA Real Estate, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

Notary Public

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. __-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT REGARDING THE CONSTRUCTION AND LONG-TERM MAINTENANCE OF THE NEW DETENTION FACILITY AT OR NEAR 600 281/4 ROAD.

RECITALS.

Mesa County purchased Faith Heights Church in 2023. The frontage parcel to the Church property has a car wash, owned by VIA Real Estate, LLC and a proposed Starbucks, owned by PSBX Cache, LLC on the vacant portion of the site at the NE corner of Patterson and 28 1/4. The proposed location for the Starbucks is currently the stormwater detention for the Church property.

Future expansion of the northern portion of the Church property will require a new detention basin which could also serve a portion of Matchett Park.

The City and County have discussed the construction of a regional detention basin to serve Mesa County's current and future needs, the proposed Starbucks, the carwash, and Matchett Park.

By and with this Resolution the City Council authorizes the City Manager to negotiate and sign an agreement regarding the construction and long-term maintenance of the new detention facility. The negotiations thus far, which will inform the agreement, have been that the City, the carwash, and Starbucks will contribute to the cost of construction while Mesa County will set aside land for the basin. The City will provide maintenance of the basin and will be reimbursed proportionately by the carwash, Starbucks and successor to Mesa County. The City Council's authorization assumes and requires that the City Manager, the City Attorney, and the Engineering and Transportation Director deem the agreement to be complete and, in the City's best interests.

NOW, THEREFORE, BE IT RESOLVED THAT:

In consideration of the foregoing Recitals, the City Manager and City Attorney are each hereby authorized, individually or jointly, to negotiate, approve, and execute such modifications, amendments, and revisions to the Contract as either officer deems necessary or appropriate to serve the best interests of the City, provided that no such modification shall constitute a substantial change from the material terms of the Contract presented to and approved by City Council.

Dated the 17th day of June 2026.

Laurel Lutz
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: June 17, 2026
Presented By: Jeremiah Boies, Interim City Attorney
Department: City Attorney
Submitted By: Jeremiah Boies

Information

SUBJECT:

A Resolution to Amend the Contract for Professional Services Between the City of Grand Junction and Mesa County for Administration of the Building Portion of the Wildfire Resiliency Code and Adopting Fees

RECOMMENDATION:

EXECUTIVE SUMMARY:

The City contracts building services with Mesa County for building permitting, inspection and contractor licensing. With the adoption of the Wildfire Resiliency Code, there are provisions in that code which pertain to the building of structures for resiliency to wildfires. This Resolution approves an amendment to the existing contract which authorizes the Mesa County building department to administer the building portions of the Wildfire Resiliency Code.

BACKGROUND OR DETAILED INFORMATION:

The City contracts building services with Mesa County for building permitting, inspection and contractor licensing. This contractual arrangement has been in place since 1998. Under the current contract, Mesa County retains 100 percent of all fees as compensation for services rendered.

On January 15, 2025, City Council approved the City Manager to execute an extension of the Contract for Professional Services with Mesa County ("Contract"). The Contract was for the Mesa County Building Department to conduct the City's building permitting, inspection, and contractor licensing, for an extension of three years.

On March 18, 2026, the City Council adopted Ordinance No. 5313, thereby adopting the Wildfire Resiliency Code ("Code"). The Code establishes certain building

requirements for structures located within areas designated as the Wildland Urban Interface, which are areas at elevated risk for wildfire. The Code includes provisions intended to harden structures against wildfire, as well as provisions governing the surrounding property to improve wildfire resiliency. The Grand Junction Fire Department will retain authority over those provisions of the Code relating to the grounds surrounding structures. However, in light of the City's contractual relationship with Mesa County for the administration of the City's building codes, the City seeks to amend the contract to include administration of those portions of the Code that relate to buildings and structures, which fall within the purview of the Mesa County Building Department.

This Resolution approves the City Manager to sign an amendment to the Contract which expressly allows and approves the Mesa County building department to administer those areas within the Code that pertain to structures and buildings. Additionally, this Resolution adopts a fee schedule, Exhibit A, which is the fee schedule adopted by the Mesa County building department for administration of the Code.

FISCAL IMPACT:

There is no fiscal impact as fees generated will be paid to and retained by Mesa County.

SUGGESTED MOTION:

I move to adopt Resolution No. 54-26, A Resolution to Amend the Contract for Professional Services Between the City of Grand Junction and Mesa County for Administration of the Building Portion of the Wildfire Resiliency Code and Adopting Fees

Attachments

- 1. CON - FIRST AMENDMENT TO CONTRACT FOR BUILDING & WUI CODES 05292026
- 2. RES - A RESOLUTION AMENDING BUILDING CODE CONTRACT WITH MESA COUNTY

FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES
WILDFIRE RESILIENCY CODE ADMINISTRATION

This First Amendment to Contract for Professional Services (“First Amendment”) is entered into by and between Mesa County, Colorado, a political subdivision of the State of Colorado, acting by and through the Mesa County Building Department (“Contractor”), and the City of Grand Junction, Colorado, a Colorado home rule municipality (“City”). The Contractor and the City may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties entered into that certain Contract for Professional Services dated January 28, 2025, Reception No. 3115751 (“Contract”), pursuant to which the Contractor provides building-code administration, permitting, plan review, inspection, contractor licensing, and related services within the City.

B. The City has adopted the 2025 Colorado Wildfire Resiliency Code and Map, as amended by the City, into Chapter 15.46 of the Grand Junction Municipal Code (“City WRC”).

C. The City WRC designates the Chief of the Grand Junction Fire Department, or the Chief’s designee, as the code official for purposes of the City WRC.

D. The Parties desire to amend the Contract to designate the Contractor to administer those portions of the City WRC related to structures, buildings, construction, building materials, building permits, construction documents, inspections, and related building-code administration.

NOW, THEREFORE, the Parties agree as follows:

1. Incorporation into Contract. This First Amendment amends and supplements the Contract. Except as expressly amended herein, all terms and conditions of the Contract remain unchanged and in full force and effect.
2. City WRC Defined. For purposes of this First Amendment, “City WRC” means the 2025 Colorado Wildfire Resiliency Code and Map as adopted and amended by the City, including any appendices adopted by the City and any future amendments adopted by the City.
3. Contractor-Administered WRC Provisions. The Contractor shall administer, interpret, review, permit, inspect, and enforce the following City WRC provisions on behalf of the City (“Contractor-Administered WRC Provisions”):
 - a. to the extent such provisions apply to buildings, structures, additions, alterations, repairs, roof coverings, exterior walls (to include the immediate zone within five (5) feet of the structure for compliance with Section 503.1 of the City WRC), maintenance of building or structure safeguards, or related building-code matters;

- b. permits, to the extent the permit relates to a building, structure, addition, alteration, repair, movement, relocation, conversion, change in use, change in occupancy, or other work administered by the Contractor under the Contract or this First Amendment;
 - c. construction documents, to the extent the construction documents relate to Contractor-administered building permits, plan review, or inspections;
 - d. inspection and enforcement, to the extent inspection or enforcement relates to a Contractor-administered permit, building, structure, construction document, structure-hardening requirement, roof covering, exterior wall, building material, or other Contractor-administered building-code matter; and
 - e. any other City WRC provision reasonably necessary or incidental to administration of the provisions identified in this section.
4. Designation of Contractor. The City designates the Contractor, acting through the Mesa County Building Department, the Mesa County Chief Building Official, and authorized County personnel, as the designee and authorized representative of the City WRC code official for the Contractor-Administered WRC Provisions. The Chief of the Grand Junction Fire Department acknowledges this designation for purposes of the City WRC.
5. Scope of Contractor Authority. For the Contractor-Administered WRC Provisions, the Contractor may perform all acts reasonably necessary to administer building permits and related building-code functions, including application intake, plan review, interpretation, permit issuance, inspection, correction notices, stop-work orders, permit suspension or revocation, approval or rejection of construction documents, acceptance of approved inspection-agency reports, recordkeeping, and administrative enforcement.
6. City-Retained WRC Authority. Except as expressly delegated to the Contractor under this First Amendment, the City retains authority over the City WRC. Unless otherwise agreed in writing, the City, acting through the Grand Junction Fire Department or other appropriate City department, retains responsibility for:
- a. Wildfire Hazard Identification, including mapping, wildfire-hazard classifications, fire-intensity classifications, and ground-truthing determinations;
 - b. site and area requirements, including defensible space, vegetation, fuel modification, Structure Ignition Zones, site signage, retaining walls, fencing, and related site-area standards, except to the extent review of such matters is reasonably necessary for Contractor administration of a building permit or construction document;
 - c. establishment of WRC fees by City Council resolution where required by the City WRC;

d. prosecution, litigation, injunctive relief, abatement, or other judicial enforcement; and

e. any WRC matter not expressly delegated to the Contractor by this First Amendment.

7. Coordination. The Contractor may request determinations, interpretations, map confirmation, fire-intensity classification confirmation, defensible-space review, or other input from the City when necessary to administer the Contractor-Administered WRC Provisions. The City shall respond within a reasonable time. The Contractor may withhold permit issuance, inspection approval, final approval, or certificate-of-occupancy approval pending receipt of any City-retained determination necessary for Contractor administration.
8. Fees. The Contractor may charge and collect fees for Contractor-administered WRC plan review, permits, inspections, reinspections, and related services, as adopted by the Mesa County Board of County Commissioners.
9. Appeals and Enforcement. Appeals from Contractor decisions under the Contractor-Administered WRC Provisions shall be processed in the same manner as appeals from other Contractor-administered building-code decisions under the Contract and applicable City code, unless the City WRC or applicable law requires otherwise. If formal court action is required, the Contractor shall refer the matter to the City Attorney's Office, and the City shall determine whether to initiate or pursue such action.
10. Conflict. In the event of a conflict between this First Amendment and the Contract, this First Amendment controls as to the Contractor-Administered WRC Provisions. In all other respects, the Contract controls.
11. Effective Date. This First Amendment is effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date of the last signature below.

MESA COUNTY, COLORADO

By: _____
Chair, Board of County Commissioners

Date: _____

ATTEST:

By: _____
Mesa County Clerk and Recorder

Date: _____

CITY OF GRAND JUNCTION, COLORADO

By: _____
City Manager

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

ACKNOWLEDGED FOR PURPOSES OF CITY WRC CODE OFFICIAL DESIGNATION:

By: _____
Chief, Grand Junction Fire Department

Date: _____

By: _____
Chief Building Official, Mesa County

Date: _____

42 City Council adopts the attached fee schedule for administration of the Wildfire
43 Resiliency Code pertaining to all services provided under the Contract by Mesa County.
44

45 **PASSED AND ADPOTED THIS ___ DAY OF _____, 2026.**

46
47 _____

48 Laurel Lutz
49 President of City Council

50
51 ATTEST:
52
53 _____

54 Selestina Sandoval
55 City Clerk

56

DRAFT

EXHIBIT A, FEE SCHEDULE

Materials review only and when another permit is required	\$50
Materials review, field inspection and project requires a WUI permit but not part of another building permit.	\$100
Materials review, plan review (Deck, shed and similar structures) and field inspection.	\$150
Materials review, plan review (New structure - Fire District responsible for site defensible area)	\$200
Materials review, plan review (New structure - MCBF is responsible for both structure and site)	\$250

DRAFT



Grand Junction City Council

Regular Session

Item #4.d.

Meeting Date: June 17, 2026
Presented By: Mike Bennett, City Manager
Department: City Manager's Office
Submitted By: Mike Bennett, City Manager

Information

SUBJECT:

A Resolution Authorizing the City Manager to Sign an Agreement Between the City of Grand Junction and the Grand Junction Sports Commission Concerning the 2018 Voter-Approved Three Percent Lodgers Tax Increase

RECOMMENDATION:

Recommend approval of the Resolution for the City Manager to sign the Agreement with the Grand Junction Sports Commission.

EXECUTIVE SUMMARY:

With the approval of the Resolution, the City Council approves and authorizes the City Manager to sign an agreement with the Grand Junction Sports Commission. The purpose of this agreement is to confirm and provide clarity of expectations on 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.

BACKGROUND OR DETAILED INFORMATION:

Since the expiration of the previous agreement concerning the 2018 voter-approved three percent lodgers tax increase, the City manager and staff have entered into negotiations with the Sports Commission to create a new agreement, in the same manner as with the Grand Junction Regional Air Alliance, which agreement was approved by City Council at the May 20, 2026, City Council meeting. The collaborative purpose of drafting a new agreement was to further clarify the expectations of the City and the Air Alliance in our partnership roles and separate the previous agreement

between the Air Alliance, Sports Commission, and Visit Grand Junction into an agreement between the City and the Sports Commission. At the January 21, 2026, Regular Meeting, the City Council approved Resolution 05-26, granting a third and final extension of the previous agreement to provide additional time for staff to continue negotiations and secure an agreement with recommendations of approval from both the sports Commission and the City of Grand Junction. Negotiations between the City and the Sports Commission have been successful, as reflected in the attached Agreement. The Agreement provides greater clarity on expectations regarding certain operational practices and relationships, ensuring the intent of voter-approved Measure 2A remains intact and that revenues are collected and spent on tourism and sporting event activities. The Sports Commission has approved and recommends that the City Council approve the Agreement.

FISCAL IMPACT:

As provided by Measure 2A and Resolution 45-18, the agreement reauthorizes the City to continue to annually allocate 0.75% of the lodgers tax increase to the Grand Junction Sports Commission.

SUGGESTED MOTION:

I move to adopt Resolution No. 55-26, a resolution authorizing the City Manager to sign an agreement between the City of Grand Junction and the Grand Junction Sports Commission, concerning the 2018 voter-approved three percent lodgers tax increase.

Attachments

- 1. AGR-GJSC Agreement 6.11 Final
- 2. Sports Commission Resolution

1 CITY OF GRAND JUNCTION AND GRNAD JUNCTION
2 SPORTS COMMISSION LODGING TAX
3 REVENUE AGREEMENT
4

5 THIS AGREEMENT is made and entered into as of the ___ day of ___ June 2026 ("Effective
6 Date"), by and between the City of Grand Junction ("City"), a Colorado home rule municipality, and
7 Grand Junction Sports Commission ("GJSC"), , a Colorado nonprofit corporation authorized to do
8 business in Colorado (collectively, the "Parties," or individually, a "Party").
9

10 RECITALS:

11
12 GJSC is organized to promote and attract sports tourism in and to the Grand Junction area.
13

14 The Grand Junction City Council ("Council"), as the governing body of the City, may from time-to-time
15 budget and/or allocate funds from lodging tax revenues to support the mission and purpose of GJSC, to the
16 extent those coincide with the authorized purposes of the lodging tax and the broader mission of the City.
17 The Parties desire to enter into this agreement for cooperative efforts to actively attract new sporting
18 events to the Grand Junction area, while also promoting existing sports and events that contribute to the region's
19 sports tourism economy. Priority emphasis is placed on the recruitment and securing of new events that generate
20 incremental visitation and economic impact for the Grand Junction area.
21

22 The GJSC, as a Party to this Agreement, acknowledges and agrees that the lodging tax is a special tax
23 assessed by the City against lodging within the City, and that the purposes for which the lodging tax is
24 authorized by the electorate are limited to the following per Resolution No. 45-18, in Section 8a:
25 *Marketing, promoting, soliciting and sponsoring, in whole and in part, travel and tourism related*
26 *activities including but not limited to tourism-generating sporting activities, events tournaments and*
27 *competitions.*
28

29 In November 2018, City voters adopted an additional three percent lodging tax to promote and market travel
30 and tourism-related activities to the Grand Junction area or as otherwise decided by the City Council. Those
31 activities include destination marketing, additional nonstop airline service, and sporting activities and events.
32 Resolution No. 45-18 ("Resolution") authorized the City to annually allocate 1.0% of the lodging tax increase
33 to the Air Service Alliance and 0.75% to the GJSC. The remaining 1.25% of the lodging tax increase would be
34 allocated to Visit GJ. Changes in annual allocations are subject to formal consideration by the City Council.
35 This Agreement outlines the City and GJSC's understanding of how the 2018 approved lodging tax funds
36 ("Funds") will be used to promote sports tourism in the Grand Junction area.
37

38 The purpose of this Agreement is to establish how Funds will be used, and to describe the relative areas of
39 activity with respect to marketing and promotion using the Funds, to ensure that the same are expended for
40 the purposes for which the tax is levied by law.
41

42 NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, the GJSC
43 Party agrees as follows:
44

45 1.0. Definitions.

46 1.1 The Grand Junction Area as used in this Agreement means and refers to Mesa County,
47 Colorado.
48

49 1.2 Cooperative Marketing Funds or Funds as referenced in this Agreement shall mean any
50 and all funds allocated to the GJSC by the Grand Junction City Council from the City's lodging tax
51

52 revenues.

53
54
55 2.0 Term. The term of this agreement shall commence on signing (“Effective Date”) by the Parties
56 which is _____, 2026 and remain in full force and effect, subject to annual appropriation of Cooperative
57 Marketing Funds by the City Council, for five (5) years from the date of execution, and thereafter on an
58 annual basis until terminated by either party pursuant to section 13.0 of this Agreement (Term). Failure of
59 City Council to appropriate Cooperative Marketing Funds to GJSC shall result in a termination of this
60 Agreement.
61

62
63 3.0 Cooperative Marketing Funds.

64
65 3.0.1 Record Keeping and Reporting. GJSC shall maintain a detailed accounting of its
66 use and/or expenditure of all Cooperative Marketing Funds and shall provide quarterly updates to
67 the City, as well as an annual report of its commitments and expenditures to ensure that lodging
68 tax funds are expended only for authorized purposes. GJSC shall maintain operational and
69 strategic discretion regarding tourism marketing, event recruitment priorities, sponsorship
70 opportunities, and promotional activities consistent with the purposes of this Agreement.
71 Should the City Council deem the performance metrics provided in those update(s) and/or annual
72 report(s) to be incomplete or inadequate, in the sole discretion of the City, funding may be rescinded and
73 reallocated. The annual report shall include but not be limited to the prior year's expenditures of
74 Cooperative Marketing Funds, Cooperative Marketing Activities, and results including, as relevant,
75 estimates of the local economic impact(s) of those activities. Should the City Council deem the
76 performance metrics described in the updates and/or annual report(s) to be inadequate, funding may be
77 rescinded or reallocated as determined by the City Council to be consistent with authorized purposes.
78 The data requested/to be provided is represented herein with actual implementation to occur through a
79 secure platform, linked below. The Parties must mutually agree in writing upon any adjustment(s) or
80 modification(s) to the requested data points. The Parties acknowledge that tourism, event recruitment,
81 and economic impact outcomes are influenced by factors beyond the reasonable control of GJSC and
82 that reporting metrics are intended to evaluate efforts and activities, not guarantee specific economic
83 outcomes.
84

85 <https://visitgj.com/sports-data>

86
87 3.0.2 GJSC agrees to use Cooperative Marketing Funds to attract, create, and/or
88 enhance sporting events within the Grand Junction area that bring tourism and visitors to the
89 area, with exceptions listed herein. Activities which serve this purpose may include but are not
90 necessarily limited to the following: development of local organizing committees, assistance
91 with permit application and processes, event marketing, planning, and promotion, payment of
92 bid fees to attract events, volunteer recruitment, venue liaison services, logistical support,
93 arrangement of transportation, event management, welcome ambassador efforts, distribution
94 of press material, event hosting activities, economic impact analyses.
95

96 3.0.3 GJSC agrees and covenants that it will not use Cooperative Marketing Funds
97 for any other purpose, or for any of the following, even if arguably related to the purpose:
98 construction, installation or maintenance of facilities, buildings or infrastructure;
99 payments, scholarships, or incentives to athletes, coaches, or team managers; as security
100 for any debt or encumbrance; to repay or satisfy any debt of GJSC or any other party; to
101 subsidize or manage any regular season collegiate, high school, or Grand Junction Minor
102 League or Independent League game or event or to pay a salary or otherwise compensate
103 any coach, referee, umpire, time-scorer, volunteer for any such event.
104

105 4.0 Unauthorized or Illegal Expenditures. Any Cooperative Marketing Funds expended for a

106 purpose not allowed by law and/or by this Agreement shall be repaid to the City. In general, to administer
107 this requirement, the City will review reports provided by GJSC and will notify GJSC in writing if the City
108 has reason to believe funds were expended are being expended for an unauthorized purpose. Within 10 days
109 of such notice, GJSC will respond to the notice and with that response, GJSC will either justify the
110 expenditure(s) or repay the funds. The City's failure to identify any improper expenditure does not release
111 GJSC from the requirement that it repay the City for any unauthorized expenditure(s) of the Cooperative
112 Marketing Funds or for expenditure(s) made by GJSC in breach of any covenant, term or condition of this
113 Agreement, including illegal, unlawful, and/or unauthorized expenditure(s) including for a period of three
114 years after the expiration of any Term. The Parties agree to work in good faith to resolve disputed expenditures
115 prior to repayment demands.
116

117
118 5.0 GJSC Contact(s). GJSC designates the Executive Director and Chair of the GJSC Board to
119 be co-coordinators to act as the point of contact and communication with the City for the purposes of
120 this Agreement. The co-coordinators are responsible for keeping records and submitting reports
121 required by this Agreement, as well as being the point of contact for all issues and matters relating to
122 the administration of this Agreement and of the duties, obligations and responsibilities hereunder.
123 Notices shall be sent to the attention of the Co-marketing Coordinators as set forth below:
124

125 Ben Snyder, Executive Director
126 Grand Junction Sports Commission
127 383 Indian Rd., Grand Junction, CO 81501
128 (970) 639-1387
129 ben@grandjunctionsports.org
130

131 Curtis Englehart, Chair
132 Grand Junction Sports Commission Board
133 122 N. 6th St., Grand Junction, CO 81501
134 (970) 245-4332x5
135 curtis@gjep.org
136

137
138 Any changes to the GJSC representatives and/or addresses must be promptly provided to the City in
139 writing.
140

141
142 6.0 City Contact. The City designates the City Manager to act as the point of contact and
143 communication with the City for the purposes of this Agreement.
144

145 Michael P. Bennett, City Manager
146 250 N. 5th Street
147 Grand Junction, CO 81501
148 (970)244-1501
149 michael.bennett@gjcity.org
150

151
152 Any changes to the City representative and/or address must be promptly provided to GJSC in writing.
153
154

155
156 7.0 Breach and Termination. The failure of any Party to comply with any material provision(s)
157 of this Agreement shall be considered a breach thereof and shall be cause for termination of the
158 Agreement upon written notice to the defaulting Party. In the event any Party determines, in its sole
159 discretion, that it would be in its best interest to terminate the Agreement, the Party may do so without
160 cause and without penalty or expense upon sixty (60) day written notice to the other Party. Upon
161 termination of this Agreement for any reason, GJSC shall return all Cooperative Marketing Funds in

162 its possession, less any amount reasonably needed to perform its existing contractual obligations to
163 third parties in connection with Cooperative Marketing Activities. Termination of the Agreement
164 may, in the sole discretion of the City Council, result in termination of the allocation of Cooperative
165 Marketing Funds to GJSC.

166
167 8.0 Inspection of Records. The Party shall, upon request, and subject to terms of a non-disclosure
168 agreement if applicable, permit the City Manager and his designee(s) to examine contracts and/or audit
169 all records and documents related to Cooperative Marketing Funds, Cooperative Marketing Activities, or to
170 any other matter relating to this Agreement. GJSC shall maintain all such records and documents for at
171 least three years following termination of the Agreement.

172
173 9.0 Open Records. GJSC acknowledges and agrees that the City is a public entity and as such is subject
174 to the Colorado Open Records Act ("CORA"). Documents provided to the City are or may be subject to
175 inspection by members of the public under CORA. If GJSC supplies any documents to the City which it believes
176 is confidential, GJSC shall mark them with the conspicuous term "Confidential GJSC Document." Should the
177 City receive a CORA request to which a document marked "Confidential GJSC Document" is responsive, the
178 City agrees to notify GJSC promptly upon receipt of that request to inspect any such documents. GJSC
179 acknowledges and understands that there are time limits to produce records under CORA, and therefore, shall
180 promptly respond to any notification made by the City to GJSC under this provision. The City shall work in good
181 faith with GJSC to determine if the document must be released pursuant to CORA and any exceptions which
182 may be applicable. The City reserves the right to release any records to which, in the City's judgment, is necessary
183 to comply with CORA or any applicable law or court order. Should the City determine that a document must be
184 released under CORA, it shall be the responsibility of GJSC to seek any judicial intervention to protect its
185 interests.

186
187 9.0.1 Confidentiality. The City and GJSC understand and agree that confidentiality is the
188 preservation of privileged information and that each party will demonstrate care, prudence and judgment in
189 handling confidential information related to the GJSC to avoid unauthorized or improper disclosure(s) of
190 confidential information. Notwithstanding the foregoing the GJSC understands and agrees that the City
191 may discuss certain GJSC policy(ies), action(s), decision(s) with the City Council, so long as the
192 confidential or proprietary information ("Confidential Information") is afforded the same care and
193 protection that the City affords to its own confidential and proprietary information (which shall be not less
194 than reasonable care) to avoid disclosure to or unauthorized use by any third party, except as may be ordered
195 by a court and/or State or Federal agency of competent jurisdiction. All Confidential Information shall
196 remain the property of the GJSC. Any discussion of Confidential Information with City Council shall be
197 only with the protections of an executive session as allowed by Colorado law. GJSC agrees to notify the
198 City as to which information is considered confidential for the purposes of this provision.

199
200 10.0 No Action on Behalf of Another Party. Neither Party shall make any express or implied
201 agreement(s), guaranty(ies) or representation(s), or incur any debt(s), in name of or on behalf of the other Party.
202 No Party shall be obligated by or have any liability under any agreement or representation made by any other
203 Party unless that other Party is a signatory to that agreement or has expressly consented to or joined in the
204 representation. Nothing in this Agreement shall be construed as a general consent in that regard.

205
206 11.0 Liability. Each Party shall be responsible for and shall bear the risk of loss arising from its own acts
207 and omissions in connection with this Agreement; however, each Party waives and releases any and all claims
208 against the other Party, and the other Party's officers, officials, employees, agents, and contractors, for damages,
209 losses, or liabilities arising from the other Party's ordinary negligence in performing or failing to perform under
210 this Agreement. This waiver does not apply to damages, losses, or liabilities caused by a Party's gross negligence
211 or willful and wanton conduct (including intentional misconduct). In no event shall either Party be liable to the
212 other for indirect, special, incidental, consequential, exemplary, or punitive damages, including lost profits or
213 lost revenues, arising out of or relating to this Agreement, regardless of the theory of liability. Nothing in this

214 Agreement shall be construed as a waiver of any immunities, defenses, or limitations available to the City or its
215 officials and employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or other
216 applicable law.

217
218 11.0.1 The City shall not by virtue of this Agreement or any agreement, contract or relationship arising
219 or claimed to arise out of the Agreement, have any liability for any sales, service, value added, use, excise, gross
220 receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether
221 levied upon GJSC's assets, or upon the City in connection with services performed or business conducted by
222 GJSC Payment of any and all such obligations shall be the sole responsibility of GJSC.

223
224 12.0 Indemnity. GJSC agrees to indemnify, pay the cost of defense, including attorney's fees, and hold
225 harmless the City of Grand Junction and its officers, employees and agents ("Indemnified Parties") from all
226 damages, suits, actions or claims, including reasonable attorney's fees incurred by the Indemnified Parties, of any
227 character brought on account of any injuries or damages received or sustained by any person, persons, or property,
228 that relate to or arise from any act or omission, neglect or misconduct of the Indemnifying Party(ies); or by, or
229 on account of, any claim or amount recovered under the Workers' Compensation Law or of any other laws,
230 regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent
231 or copyright infringement or litigation based thereon; except for such damages, suits, actions, or claims that arise
232 from the sole negligence of any Indemnified Party.

233
234 13.0 Subject to Annual Appropriation. This Agreement is contingent upon appropriation of funds by the
235 Grand Junction City Council. Nothing in this Agreement shall be construed to require the City Council to
236 appropriate funds in any given year or Term of this Agreement. In any period where no funds are appropriated
237 by the City Council, this Agreement shall have no effect with respect to the Party or Parties to whom no funds
238 are allocated.

239
240 14.0 Relationship of Parties. This Agreement shall not create an agency, partnership, joint venture, or
241 any other form of legal association, and no Party may represent itself as an agent, partner, or joint venturer of the
242 other or otherwise incur any obligation or liability on behalf of any other Party. Neither party may resell, quote
243 prices or fees, or otherwise negotiate business terms for the other party's products or services unless otherwise
244 agreed to in a prior written agreement between the Parties. Nothing in this Agreement will be construed or be
245 claimed or be implied to create any relationship between the City and any contractor, subcontractor or supplier
246 of GJSC, and at all times GJSC is not and shall remain not an agent of the City.

247
248 15.0 Compliance with Law. Each Party shall comply with all applicable federal, state and local laws,
249 rules, regulations and guidelines, relative to performance under this Agreement.

250
251 16.0 Entity Status. During the Term, or any renewal Term, of this Agreement, GJSC shall remain in
252 good standing as an entity formed under the laws of the State of Colorado.

253
254 17.0 No Assignment. GJSC shall not assign this Agreement or any part hereof in any manner whatsoever
255 or any of the privileges or obligations set forth herein without the prior written consent of the City in its sole
256 discretion.

257
258 18.0 No Third-party Beneficiary. Nothing in this Agreement shall be construed or be claimed to benefit
259 any person or entity not a Party to this Agreement.

260
261 19.0 Nondiscrimination. In carrying out this Agreement, the Party shall not exclude from participation
262 in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, gender,
263 gender identification, national origin, family status or handicap.

264
265 20.0 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and
266 supersedes any and all prior agreements, communications, or representations, whether oral or written, with

267 respect thereto. No alteration, change, modification, amendment, or waiver to or of this Agreement shall be valid
268 or binding, or claimed to be, unless in writing and signed by the City.
269

270 21.0 Survival of Provisions. The provisions of sections 10, 11, 12, 15, 17, and 18 shall survive the
271 termination of this Agreement. This Agreement shall be construed, interpreted, and governed by the laws of the
272 City of Grand Junction and the State of Colorado. Venue for any action arising from or related to this Agreement
273 shall be, and such claim(s) brought, in Mesa County, Colorado.
274

275 IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.
276

277
278 GRAND JUNCTION SPORTS COMMISSION
279

280
281 by: _____
282 Ben Snyder, Executive Director, Grand Junction Sports Commission
283

284 CITY OF GRAND JUNCTION
285

286
287 by: _____
288 Michael P. Bennett, City Manager, City of Grand Junction

RESOLUTION NO. XX-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE GRAND JUNCTION SPORTS COMMISSION REGARDING THE ALLOCATION AND USE OF THE 2018 VOTER-APPROVED INCREASED LODGERS TAX

RECITALS:

In November 2018, City voters adopted an additional three percent (3%) lodgers tax increase 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, one percent (1%) of the lodging tax increase to the Grand Junction Regional Air Service Alliance ("Air Alliance"), 0.75% to the Greater Grand Junction Sports Commission ("Sports Commission"), and the remaining 1.25% 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 consistent with Measure 2A and Resolution 45-18.

The City and the Grand Junction Sports Commission previously entered into an agreement regarding the use of allocated lodging tax revenues. Following expiration of that agreement, the City Council approved multiple extensions to allow the Parties additional time to negotiate a successor agreement concerning operational practices, reporting expectations, and the use of lodging tax revenues.

City staff and representatives of the Grand Junction Sports Commission have successfully negotiated a new agreement that provides greater clarity regarding operational practices and relationships to ensure that the revenue derived from the lodgers tax increase is collected, retained, allocated, and spent in a manner consistent with Measure 2A and Resolution 45-18, as amended.

The City Council finds that approval of the Agreement serves the public interest and furthers the purposes approved by the voters through Measure 2A.

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

The Recitals are incorporated herein by this reference.

The City Council hereby approves the Agreement between the City of Grand Junction and the Grand Junction Sports Commission concerning the allocation and use of

revenues derived from the 2018 voter-approved three percent (3%) lodgers tax increase.

The City Manager is authorized to execute the Agreement in substantially the form presented to the City Council, together with such minor revisions, amendments, clarifications, or modifications as the City Manager and City Attorney deem necessary or appropriate consistent with the intent of this Resolution.

PASSED and ADOPTED this 17th day of June, 2026.

President of the Council

City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #4.e.

Meeting Date: June 17, 2026
Presented By: Daniella Acosta, Principal Planner
Department: Community Development
Submitted By: Daniella Acosta, Principal Planner

Information

SUBJECT:

A Resolution Vacating Approximately 0.31 Acres of Two 14-foot Multipurpose Easements Along South Broadway

RECOMMENDATION:

Planning Commission heard this request at its June 9, 2026 meeting and voted (4-0) to forward a recommendation of approval to the City Council.

EXECUTIVE SUMMARY:

Grand Junction Land Company, LLC is requesting to vacate approximately 0.31 acres of two 14-foot multipurpose easements along South Broadway to accommodate the new road design for the Redlands 360 Development.

BACKGROUND OR DETAILED INFORMATION:

Grand Junction Land Company, LLC is requesting to vacate approximately 0.31 acres of two 14-foot multipurpose easements along South Broadway to accommodate the new road design for the Redlands 360 Development.

NOTIFICATION REQUIREMENTS

Pursuant to GJDC Section 21.02.030(c)(3)(ii), the required Neighborhood Meeting for the proposed Easement Vacation was waived by the Community Development Director. The waiver was granted because the proposed traffic flow, roundabout, and related roadway changes were previously discussed during an Outreach Meeting held on October 21, 2025, for the related Redlands 360 ODP Amendment and Annexation project, and the proposed vacation was determined to have little potential to create material negative impacts on the surrounding neighborhood.

Notice was completed consistent with the provisions in Section 21.02.030(g) of the

GJZDC. The subject properties were posted with an application sign on June 30, 2025. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject properties on May 29, 2026. The notice of the Planning Commission public hearing was published on May 30, 2026, in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review are set forth Section 21.02.050(p)(iii)(B) of the Zoning and Development Code, which provides that a request to vacate a public easement shall be reviewed in light of the following:

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

The proposed multipurpose easement vacation is consistent with the Comprehensive Plan and adopted transportation policies because it facilitates the coordinated reconstruction and modernization of the South Broadway corridor associated with the approved Redlands 360 development. The vacation of approximately 0.31 acres of existing multipurpose easements allows for reconfiguration of the roadway corridor and associated public improvements to accommodate the redesigned street network, multimodal infrastructure, and utility layout constructed to current City standards.

The easement vacation coincides with the associated South Broadway right-of-way vacation and roadway realignment, including construction of the proposed roundabout, revised roadway alignments, detached pedestrian and bicycle facilities, sidewalks, and supporting public infrastructure. The proposed improvements enhance circulation and safety for vehicles, pedestrians, and bicyclists while improving connectivity between surrounding neighborhoods, open space areas, and community destinations.

The vacation also supports implementation of Comprehensive Plan Principle 5.4 by facilitating integration of multimodal transportation infrastructure into the developing neighborhood. Removal of the existing easement areas allows the corridor to be redesigned more efficiently to accommodate improved pedestrian and bicycle connectivity, traffic calming improvements, and supporting public amenities, including parking intended to improve access to adjacent open space and trail facilities.

The proposal is similarly consistent with Principle 6.1.1, which promotes development of a safe, balanced, and well-connected transportation system. The easement vacation facilitates implementation of Complete Streets improvements by allowing the corridor to be reconstructed with integrated pedestrian, bicycle, vehicular, parking, and utility infrastructure as part of the overall roadway modernization effort.

Staff finds this criteria is met.

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

The proposed multipurpose easement vacation will not result in any parcel becoming landlocked or losing legal or physical access to the public street system. All existing and future lots within the Redlands 360 development area will continue to maintain access through the reconfigured roadway network, including South Broadway and 23 Road. The easement areas proposed for vacation are located within portions of the corridor being reconstructed as part of the associated South Broadway roadway realignment and public infrastructure improvements. The existing easements are no longer necessary in their current configuration due to the redesigned roadway layout and updated utility and infrastructure placement associated with the project.

The proposed improvements maintain continuous public access throughout the area and do not remove driveway access or eliminate roadway connections serving adjacent properties.

Therefore, staff finds this criterion met.

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

The proposed multipurpose easement vacation will not unreasonably restrict access to any parcel or reduce the utility or value of surrounding properties. The easement areas proposed for vacation are associated with portions of the corridor being reconstructed through the approved South Broadway roadway realignment and related public infrastructure improvements.

All surrounding properties will continue to maintain access through the redesigned public street network, including South Broadway and 23 Road. The proposal does not eliminate driveway access or create isolated or circuitous access routes for adjacent properties. Existing multipurpose easements are being vacated because they are no longer necessary in their current configuration due to the updated roadway, utility, and multimodal infrastructure layout.

The proposed roadway and infrastructure improvements are intended to improve overall corridor functionality through enhanced traffic circulation, multimodal connectivity, traffic calming measures, and public access improvements associated with the Redlands 360 development.

Therefore, staff finds this criteria met.

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

The proposed multipurpose easement vacation will not adversely impact the health,

safety, or welfare of the general community or reduce the quality of public facilities and services provided to surrounding properties. The easement vacation is associated with the coordinated reconstruction and realignment of the South Broadway corridor as part of the approved Redlands 360 development and is being processed concurrently with roadway, utility, drainage, and multimodal infrastructure improvements.

The proposed roadway redesign replaces the existing intersection configuration with a modern roundabout and updated roadway network intended to improve traffic operations, reduce vehicle conflict points, and enhance safety for motorists, pedestrians, and bicyclists. The project also includes detached pedestrian and bicycle facilities, traffic calming improvements, and upgraded public infrastructure constructed to current City standards.

Police, fire, emergency access, and utility services will continue to be adequately provided through the redesigned public street and utility system. Existing utilities within the easement areas will either remain protected through retained easements or be relocated as part of the coordinated infrastructure improvements associated with the project.

Therefore, staff finds this criterion met.

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

The proposed multipurpose easement vacation will not inhibit the provision of adequate public facilities or services to surrounding properties. The vacation is being processed concurrently with the coordinated reconstruction of the South Broadway corridor associated with the approved Redlands 360 development, including roadway, utility, drainage, and multimodal infrastructure improvements constructed to current City standards.

All affected properties will continue to be adequately served by public access, emergency services, utilities, drainage facilities, and transportation infrastructure following completion of the project improvements. Existing utilities within the easement areas will either remain protected through retained easements or relocated into new easement and right-of-way areas established through the associated development approvals.

Therefore, staff finds this criterion met.

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

The proposed multipurpose easement vacation will not hinder public or City functions. The vacation is being processed concurrently with the coordinated reconstruction and modernization of the South Broadway corridor associated with the approved Redlands

360 development.

The existing multipurpose easements are no longer necessary in their current configuration due to the redesigned roadway, utility, drainage, and multimodal infrastructure layout associated with the project improvements. Public functions currently served by the easement areas will continue to be accommodated through retained or relocated easements and the reconstructed public infrastructure network. The proposed improvements maintain public access, emergency response capabilities, utility service provision, and multimodal connectivity throughout the corridor.

Staff finds that this criterion has been met.

FINDING OF FACT, STAFF RECOMMENDATION AND CONDITIONS

After reviewing the request to vacate approximately 0.31 acres of two 14-foot multipurpose easements along South Broadway, City file number VAC-2025-328, the following finding of fact has been made:

The request conforms with Section 21.02.050(p)(iii)(B) of the Zoning and Development Code.

Therefore, staff recommends approval of the request subject to the following conditions:

- The applicant shall grant a temporary roadway and access easement, in a form acceptable to the City, over the areas necessary to maintain vehicular, emergency, utility, and property access during the reconstruction and reconfiguration of South Broadway and 23 Road, including the construction of Brothers Boulevard. The temporary roadway and access easement shall remain in effect until the roadway improvements have been completed, accepted by the City, and permanent access has been established for all affected properties.
- The applicant shall construct and make available for use a temporary roadway, subject to review and approval by the City Engineer, sufficient to maintain vehicular, emergency, utility, and property access during construction of the permanent roadway improvements. The temporary roadway shall be maintained in a safe and operable condition until the permanent roadway improvements have been completed, accepted by the City, and opened to public use.
- New public multipurpose easement(s) and/or utility easement(s) shall be dedicated to the City by plat or by separate instrument reviewed and approved by staff as providing comparable replacement for those being vacated. All utilities in the vacated multipurpose easement(s) as shown on the approved Redlands 360 Construction Site Plan, as depicted on Exhibit 5, shall be relocated to the satisfaction of the City and the utility companies, or a development improvements agreement shall be provided to the City for the

relocation of the same with acceptable security as deemed appropriate by the City.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to adopt Resolution No. 56-26, a resolution vacating approximately 0.31 acres of two 14-foot multipurpose easements along South Broadway.

Attachments

1. Exhibit 1. Development Application
2. Exhibit 2. Neighborhood Comment Meeting Waiver
3. Exhibit 3. Supplementary Vacation and Road Reconfiguration Exhibit
4. Exhibit 5. New Roadway Configuration
5. Planning Commission Minutes - 2026 - June 9 - DRAFT
6. Exhibit 4. Vacation Resolution

MESA COUNTY CERTIFICATE OF TAXES DUE

Account Number R105278
Parcel 294518122999

Certificate Number 134873
Acres 201.120
Order Number
Vendor ID Counter

Assessed To
GRAND JUNCTION LAND COMPANY LLC
C/O: DUNRENE MGMT LLC
600 HOPKINS AVE STE 303
ASPEN, CO 81611

Legal Description	Situs Address
LOT 999 REDLANDS 360 FILING 1 LOCATED IN SEC 17 AND SEC 18 1S 1W UM RECD 6/14/2023 RN-3066475 MESA CO RECDS - 201.12AC (RESERVED FOR FUTURE DEVELOPMENT)	

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$8,942.52	\$0.00	\$0.00	(\$8,942.52)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 05/27/2025					\$0.00

Tax Billed at 2024 Rates for Tax Area 14104 - 14104

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$0.43	100 AC AND UP	\$3,100	\$860
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$0.12	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$6.88	Total	\$3,100	\$860
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$1.02			
LIBRARY DISTRICT	3.0050000	\$2.58			
MESA COUNTY	11.3140000*	\$9.73			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$0.12			
SCHOOL DIST #51 GEN	31.1710000	\$26.80			
SCHOOL DIST# 51 BOND	11.3250000	\$9.74			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$2.22			
Taxes Billed 2024		69.3550000			\$59.64
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14105 - 14105

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$9.98	100 AC AND UP	\$71,410	\$19,920
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$2.73	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$159.36	Total	\$71,410	\$19,920
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$23.59			
LIBRARY DISTRICT	3.0050000	\$59.86			
MESA COUNTY	11.3140000*	\$225.37			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$2.73			
REDLANDS 360 METROPOLITAN D	15.0000000	\$298.80			
SCHOOL DIST #51 GEN	31.1710000	\$620.93			
SCHOOL DIST# 51 BOND	11.3250000	\$225.60			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$51.41			
Taxes Billed 2024		84.3550000			\$1,680.36
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14108 - 14108

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$14.65	100 AC AND UP	\$104,800	\$29,240
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$4.01	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$233.92	Total	\$104,800	\$29,240

MESA COUNTY CERTIFICATE OF TAXES DUE

Authority	Mill Levy	Amount	Values	Actual	Assessed
CITY OF GRAND JUNCTION	8.0000000	\$233.92	Total	\$104,800	\$29,240
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$34.62			
LIBRARY DISTRICT	3.0050000	\$87.87			
MESA COUNTY	11.3140000*	\$330.81			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$4.01			
SCHOOL DIST #51 GEN	31.1710000	\$911.45			
SCHOOL DIST# 51 BOND	11.3250000	\$331.15			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$75.47			
Taxes Billed 2024	69.3550000	\$2,027.96			
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14111 - 14111

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$0.13	100 AC AND UP	\$920	\$260
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$0.04	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$2.08	Total	\$920	\$260
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$0.31			
LIBRARY DISTRICT	3.0050000	\$0.78			
MESA COUNTY	11.3140000*	\$2.93			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$0.04			
SCHOOL DIST #51 GEN	31.1710000	\$8.11			
SCHOOL DIST# 51 BOND	11.3250000	\$2.95			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$0.67			
Taxes Billed 2024	69.3550000	\$18.04			
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14109 - 14109

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$5.38	100 AC AND UP	\$38,500	\$10,740
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$1.47	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$85.92	Total	\$38,500	\$10,740
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$12.72			
LIBRARY DISTRICT	3.0050000	\$32.27			
MESA COUNTY	11.3140000*	\$121.51			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$1.47			
SCHOOL DIST #51 GEN	31.1710000	\$334.79			
SCHOOL DIST# 51 BOND	11.3250000	\$121.63			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$27.72			
Taxes Billed 2024	69.3550000	\$744.88			
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14110 - 14110

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$2.30	100 AC AND UP	\$16,440	\$4,590
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$0.63	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$36.72	Total	\$16,440	\$4,590
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$5.43			
LIBRARY DISTRICT	3.0050000	\$13.79			
MESA COUNTY	11.3140000*	\$51.92			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$0.63			
SCHOOL DIST #51 GEN	31.1710000	\$143.07			

MESA COUNTY CERTIFICATE OF TAXES DUE

Authority	Mill Levy	Amount
SCHOOL DIST# 51 BOND	11.3250000	\$51.98
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$11.85
	69.3550000	\$318.32
Taxes Billed 2024		
* Credit Levy		

Tax Billed at 2024 Rates for Tax Area 14107 - 14107

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$9.09	100 AC AND UP	\$65,040	\$18,150
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$2.49	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$145.20	Total	\$65,040	\$18,150
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$21.49			
LIBRARY DISTRICT	3.0050000	\$54.54			
MESA COUNTY	11.3140000*	\$205.34			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$2.49			
SCHOOL DIST #51 GEN	31.1710000	\$565.76			
SCHOOL DIST# 51 BOND	11.3250000	\$205.55			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$46.85			
	69.3550000	\$1,258.80			
Taxes Billed 2024					
* Credit Levy					

Tax Billed at 2024 Rates for Tax Area 14106 - 14106

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER CONSER	0.5010000	\$20.48	100 AC AND UP	\$146,480	\$40,870
MESA CNTY ROAD & BRIDGE-GRA	0.1370000	\$5.60	VACANT LAND		
CITY OF GRAND JUNCTION	8.0000000	\$326.96	Total	\$146,480	\$40,870
GRAND RIVER MOSQUITO CTRL	1.1840000*	\$48.39			
LIBRARY DISTRICT	3.0050000	\$122.81			
MESA COUNTY	11.3140000*	\$462.40			
COUNTY ROAD & BRIDGE-1/2 LE	0.1370000	\$5.60			
SCHOOL DIST #51 GEN	31.1710000	\$1,273.95			
SCHOOL DIST# 51 BOND	11.3250000	\$462.85			
SCHOOL DIST# 51 2024 OVERRI	2.5810000	\$105.48			
	69.3550000	\$2,834.52			
Taxes Billed 2024					
* Credit Levy					

All tax lien sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's office will need to be contacted prior to remittance after the following dates: Personal Property and Mobile Homes, Real Property - September 1. Tax lien sale redemption amounts must be paid by cash or cashiers check.

Special taxing districts and the boundaries of such districts may be on file with the board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

MESA COUNTY CERTIFICATE OF TAXES DUE

MESA COUNTY TREASURER, SHEILA REINER



Mesa County Treasurer
PO Box 20000
544 Rood Ave
Grand Junction CO 81502-5027

Development Application

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

Petition For:

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

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

Property Information

Site Location: Site Acreage:
 Site Tax No(s): Site Zoning:
 Project Description:

Property Owner Information

Name:
 Street Address:
 City/State/Zip:
 Business Phone #:
 E-Mail:
 Fax #:
 Contact Person:
 Contact Phone #:

Applicant Information

Name:
 Street Address:
 City/State/Zip:
 Business Phone #:
 E-Mail:
 Fax #:
 Contact Person:
 Contact Phone #:

Representative Information

Name:
 Street Address:
 City/State/Zip:
 Business Phone #:
 E-Mail:
 Fax #:
 Contact Person:
 Contact Phone #:

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

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

Signature of Person Completing the Application: Digitally signed by Tracy States Date: 2025.05.20 13:34:07 -06'00' Date:
 Signature of Legal Property Owner: Date:

**- General Project Report –
 Right-of-way (ROW/Multi-purpose Easements (MPE)
 Vacation Request
 South Broadway and 23 Road**

**No Physical Address,
 Grand Junction, CO
 Tax Parcel Nos. 2945-181-22-998 & 2945-181-23-001
 Owner(s): Grand Junction Land Company, LLC**

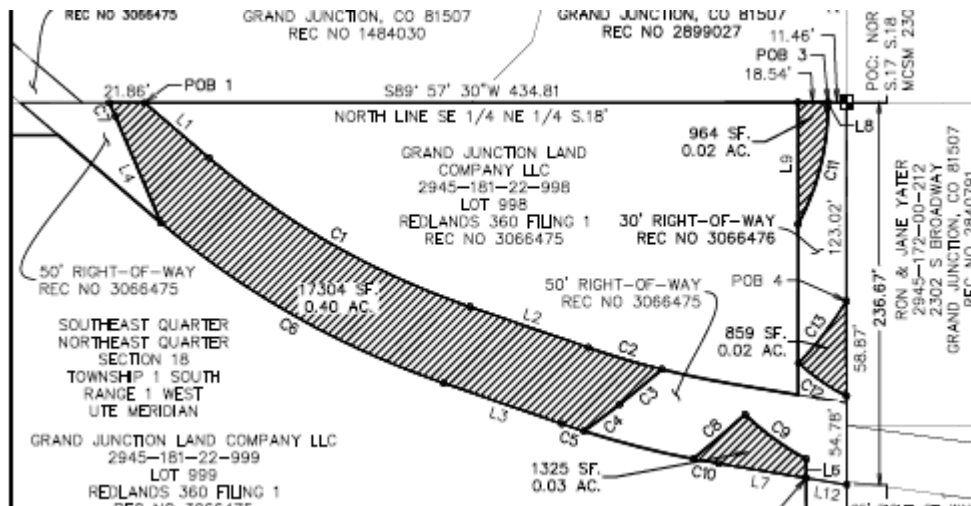
May 19, 2026

A. Project Description:

Location: The ROW and associated multi-purpose easements to be vacated are located within the current ROW for S. Broadway and 23 Road, platted with Redlands 360 Filing 1 Subdivision, recorded at Reception Number 3066475.



Acreage: The ROW to be vacated is: Area 1, 0.40 acre; Area 2, 0.03 acre, Area 3, 0.02 acre, and Area 4, 0.02 acre.



Proposed Use: South Broadway and 23 Road are being realigned with construction of Redlands 360 Filing 3, which has planning approval. Filing 3 will plat/replat ROW and install infrastructure. The installation of streets and utilities will facilitate future filings of the Redlands 360 master planned community.

B. Public Benefit

The ROW vacations facilitate the realignment of infrastructure which includes a roundabout that is a marked safety improvement as it reduces conflict points by approximately 75%, benefiting the community. All utility providers (Xcel, Ute Water and Persigo) have signed off on the realignment of ROW and MPEs.

C. Neighborhood Meeting

The Community Development Director waived the requirement for an Outreach Meeting. Infrastructure, traffic patterns, etc. were discussed at the Outreach Meeting held on October 21, 2025, related to the ODP Amendment, Annexation and overall Redlands 360 project.

D. Project Compliance, Compatibility, and Impact

1) Adopted plans and/or policies:

The ROW/MPE vacation request is in compliance with Section 21.02.050(p)(2)(iii)(B) Review Criteria for Vacation of Public Right-of-Way or Easement. The ROW/MPE vacation request supports the comprehensive plan by installing pedestrian and bicycle facilities as part of the new infrastructure and new dedication of ROW with Filing 3 construction. There are currently no sidewalks or on street bike/ped paths.

2) Land use in the surrounding area:

The land use in the surrounding area is a mixture of undeveloped parcels and low-density single-family homes. Surrounding zoning consists of:

- North and east – County RSF-4
- West and South – City PD

3) Site access and traffic patterns:

South Broadway and 23 Road will be realigned. The right-of-way vacation will have no effect on existing traffic patterns in conjunction with the construction of the new infrastructure in Filing 3.

4) Availability of utilities, including proximity of fire hydrants-

The subject parcel is served by the following:

Ute Water
City of Grand Junction Sewer
City of Grand Junction Storm Sewer
Xcel Energy (gas & electric)
Redlands Water and Power Company
City of Grand Junction Fire – Station 5
Charter/Spectrum (Cable)
CenturyLink/Lumen (Phone)

A fire flow form was submitted with the major subdivision application and indicates location of fire hydrants, as well as proposed locations on the construction plans.

5) Special or unusual demands on utilities (high water or sewage quantities, grease, or sediment contribution, pre-treatment needs, etc.):

There will be no special or unusual demands on utilities as a result of the right-of-way vacation. Utilities in existing ROW will be relocated to the realigned ROW.

6) Effects on public facilities (fire, police, sanitation, roads, parks, schools, irrigation, etc.):

The right-of-way vacation will have no adverse effect on public facilities. All utilities will be relocated to the new alignment with construction of Filing 3. Traffic circulation is improved as a result of the new alignment for emergency services. Pedestrian connections and bicycle facilities will be put in place where there were none previously.

7) Hours of operation:

This criterion is not applicable for this submittal.

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 (such as per SCS soils mapping):

This criterion is not applicable for this submittal.

11) Impact of project on site geology and geological hazards:

None are anticipated.

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted.

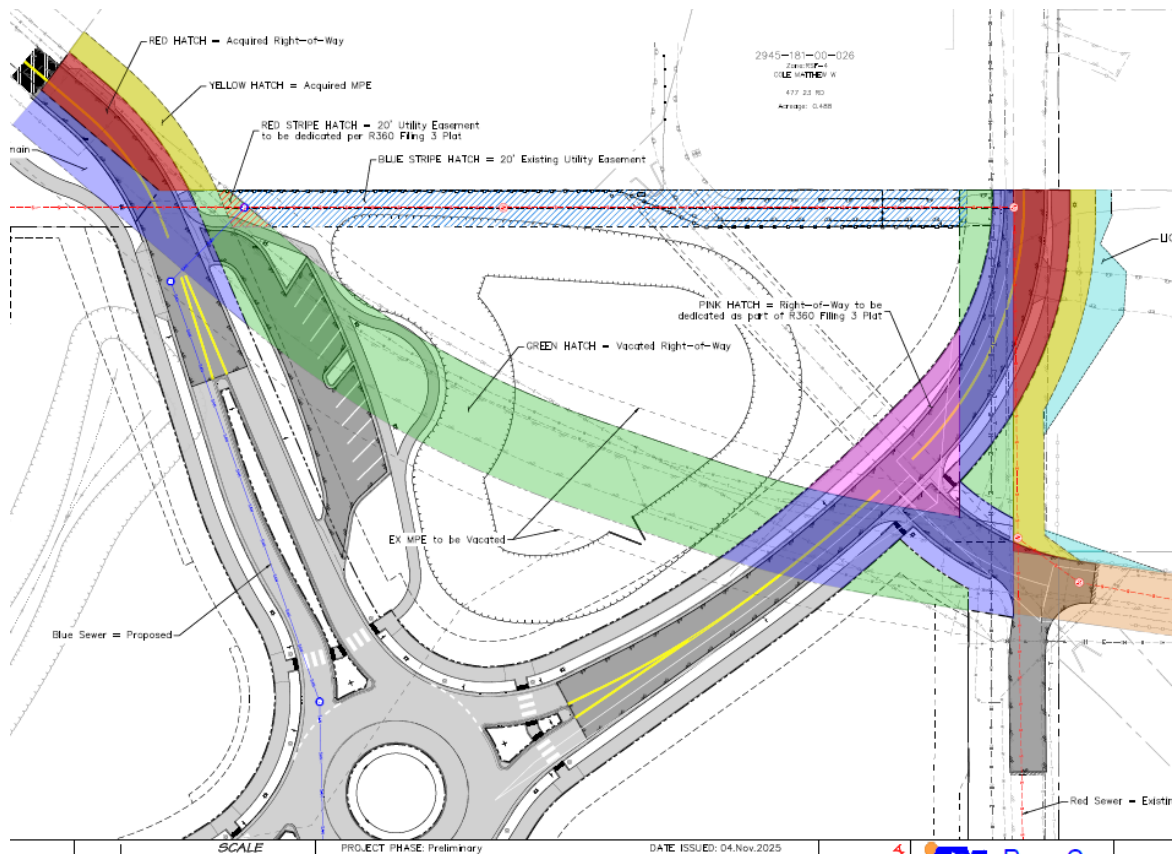
Section 21.02.050 (p)(2)(iii)(B) Review Criteria for Vacation of Public Right-of-Way or Easement:

(B) The Planning Commission shall recommend to and the City Council shall decide on all other request in light of the following criteria:

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

The major subdivision for Redlands 360 Filing 3 has been approved. The new roadway system still provides connections to South Broadway and 23 Road and still provides access to all adjacent landowners. The proposed vacation and realignment of ROW and MPEs does not conflict with the Grand Junction Circulation plan or the Comprehensive plan and supports the Comprehensive Plan with the construction of dedicated pedestrian and bicycle paths, promoting Plan Principle 6: Efficient and Connected Transportation. More specifically it supports 6:1, Continue to develop a safe, balanced and well-connected transportation system that enhances mobility for all modes; a., d. and f.

The ROW vacation facilitates the construction of a roundabout and detached pedestrian/bicycle trail improving safety for all users and reducing points of conflict. It provides balanced modes of transportation, bicycling, walking and driving. It provides for specific improvements including sidewalks and buffered bike lines along an Active Transportation Corridor, and traffic calming measures with the roundabout.



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

All adjacent parcels will still have access to South Broadway and 23 Road. No parcel will be landlocked as a result of the vacation. The portions of existing ROW that are being vacated are located south and west of existing residential lots, creating no impact. The existing ROW being vacated is no longer needed to facilitate function of the realigned roadway.

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

As explained, all adjacent landowners still have access to South Broadway and 23 Road through the extended street system. The vacation and subsequent infrastructure construction of relocated access does not reduce or devalue adjacent properties. Most of the residential properties are located south and west of the proposed vacation and are not impacted. The newly aligned infrastructure creates safer access, reducing points of conflict and providing detached trails for pedestrians and bicyclists for all nearby residents and is a benefit to the community.

d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced,

including, but not limited to, police and fire protection and utility services;

The vacation request has no effect on the health, safety and welfare of the general community. Police and fire have direct access to adjacent properties from the realigned South Broadway and 23 Road street network. ROW and MPEs are being realigned in conjunction with the new ROW and MPE dedications associated with Filing 3 and additional ROW acquisitions by the City. The proposed street network will improve access and traffic function and will be constructed to full City ROW standards. Points of conflict will be reduced by approximately 75%. Existing utilities within existing ROW will be relocated to the new ROW.

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

The vacation does not inhibit the provision of adequate public facilities or services. Any utilities that are located within ROW or multi-purpose easements to be vacated are being relocated within the proposed realignment and will still serve all existing properties.

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

The vacation will not hinder public and City functions. ROW and MPEs are being realigned in conjunction with the new ROW and MPE dedications associated with Filing 3 and additional ROW acquisitions by the City. The proposed street network will improve access and traffic function and will be constructed to full City ROW standards. The areas to be vacated are located within existing ROW and will revert back to the property owner. Existing utilities within existing ROW will be relocated to the new ROW.

F. Development Schedule

This criterion is not applicable for this submittal.

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-181-00-052

Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

PROPERTY DESCRIPTION AS SURVEYED

A parcel of land situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded at Reception Number 2003808 of the records in the office of the Mesa County Clerk and Recorder. Said parcel being more particularly described as follows:

Beginning at a 3.25" aluminum cap in a monument box marked MESA COUNTY SURVEY MARKER NO 230-1 - PLS 24953 for the north 1/16th corner of said Section 18 and Section 17, whence a 2.25" brass cap in concrete marked MESA COUNTY SURVEY MARKER NO 352 - 1966 for the quarter corner of said Section 18 and Section 17 bears South 00°02'39" East with all bearings herein relative thereto;

thence South 00°02'39" East along the east line of the southeast quarter of the northeast quarter of said Section 18, a distance of 236.67 feet to a 1.5" aluminum cap marked PLS 38274;

thence North 80°35'56" West along Right-of-Way as described at Reception Number 978834, a distance of 25.34 feet to a 1.5" aluminum cap marked PLS 38274;

thence continuing along said Right-of-Way the following four courses:

1. thence South 00°02'39" East, a distance of 466.71 feet to a 1.5" aluminum cap marked LS 17485 - LANDESIGN at the beginning of a curve concave to the east having a radius of 50.00 feet and a central angle of 119°59'39" and being subtended by a chord which bears South 00°02'39" East 86.60 feet;
2. thence southwesterly along said curve, a distance of 104.71 feet to a 1.5" aluminum cap marked PLS 38274;
3. thence South 00°02'39" East, a distance of 6.70 feet to a 1.5" aluminum cap marked PLS 38274;
4. thence North 89°57'53" East, a distance of 25.00 feet to a 1.5" aluminum cap in concrete;

thence South 00°02'39" East along the said east line of the southeast quarter of the northeast quarter of said Section 18, a distance of 527.31 feet to the hereinabove described quarter corner;

Thence North 89°54'43" East along the north line of the northwest quarter of the southwest quarter of said Section 17, a distance of 1322.08 feet to a 2.5" aluminum cap marked LS 33650 - 2006 for the center-west sixteenth of said Section 17;

thence South 00°22'02" East along the east line of the northwest quarter of the southwest quarter of said Section 17, a distance of 1321.36 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO. 1196 for the southwest sixteenth corner of said Section 17;

thence North 89°42'27" West along the south line of the northwest quarter of the southwest quarter of said Section 17, a distance of 1315.71 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO. 1197 for the south sixteenth on the west line of said Section 17;

thence South 89°43'41" West along the south line of the northeast quarter of the southeast quarter of said Section 18, a distance of 1318.65 feet to a 3.25" brass cap marked HD5 24953 2021 for the southeast sixteenth corner of said Section 18;

thence South 89°43'57" West along the south line of the northwest quarter of the southeast quarter of said Section 18, a distance of 1314.58 feet to a 3" brass cap marked MESA COUNTY SURVEY MARKER NO. for the center-south sixteenth corner of said Section 18;

thence North 00°18'55" West along the west line of the northwest quarter of the southeast quarter of said Section 18, a distance of 1318.40 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO. 1203 for the center-quarter corner of said Section 18;

thence South 89°51'36" West along the south line of the southeast quarter of the northwest quarter of said Section 18, a distance of 1131.99 feet to the center line of the Redlands Water and Power Company Second Lift Canal, thence along said centerline the following five courses;

1. thence North 39°27'47" West, a distance of 133.57 feet;
2. thence North 09°06'47" West, a distance of 142.56 feet;
3. thence North 01°57'13" East, a distance of 108.17 feet;
4. thence North 20°06'13" East, a distance of 228.20 feet;
5. thence North 31°31'47" West, a distance of 341.77 feet to the center line of the Redlands Water and Power Company First Lift Canal, thence along said centerline the following two courses;

1. thence North 55°01'13" East, a distance of 403.97 feet;
2. thence North 65°28'42" East, a distance of 441.74 feet to the north line of the southeast quarter of the northwest quarter of said Section 18;

thence North 89°41'02" East, a distance of 598.71 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO 1204 for the center-north 1/16th of said Section 18;

thence North 22°25'01" West, a distance of 361.74 feet to the center line of said First Lift Canal, thence along said centerline the following two courses;

1. thence North 48°38'44" East, a distance of 56.08 feet;
2. thence North 21°39'49" East, a distance of 54.16 feet to the south boundary of South Easter Hill Subdivision as recorded at Reception Number 727359;

thence South 58°55'11" East along said south boundary, a distance of 248.17 feet to a 1.5" aluminum cap marked PLS 38274;

thence South 32°21'11" East along said south boundary, a distance of 329.00 feet to a 1.5" aluminum cap marked PLS 38274 on the westerly line of Easter Hill Drive Right-of-Way, thence continuing along said Right-of-Way the following six courses;

1. thence South 05°17'49" West, a distance of 68.10 feet to a 1.5" aluminum cap marked PLS 38274;
2. thence South 06°47'49" West, a distance of 230.30 feet to a 1.5" aluminum cap marked PLS 38274;
3. thence South 68°22'11" East, a distance of 165.00 feet to a 1.5" aluminum cap marked PLS 38274;
4. thence South 74°40'11" East, a distance of 130.10 feet to a 1.5" aluminum cap marked PLS 38274;
5. thence North 44°01'49" East, a distance of 866.20 feet to a 1.5" aluminum cap marked LS 17485 - LANDESIGN;
6. thence North 40°25'49" East, a distance of 38.18 feet to a 1.5" aluminum cap marked PLS 38274;

thence South 07°38'49" West, a distance of 85.86 feet to a 1.25" plastic cap on #5 rebar marked LS 2376;

thence South 23°05'11" East, a distance of 64.50 feet to a 1.25" plastic cap on #5 rebar marked LS 2376;

thence South 67°04'11" East, a distance of 64.03 feet to a 1.25" plastic cap on #5 rebar marked LS 2376;

thence North 72°42'49" East, a distance of 112.51 feet to a 1.5" aluminum cap marked PLS 38274;

thence North 85°44'49" East, a distance of 152.14 feet to a 1.5" aluminum cap marked PLS 38274;

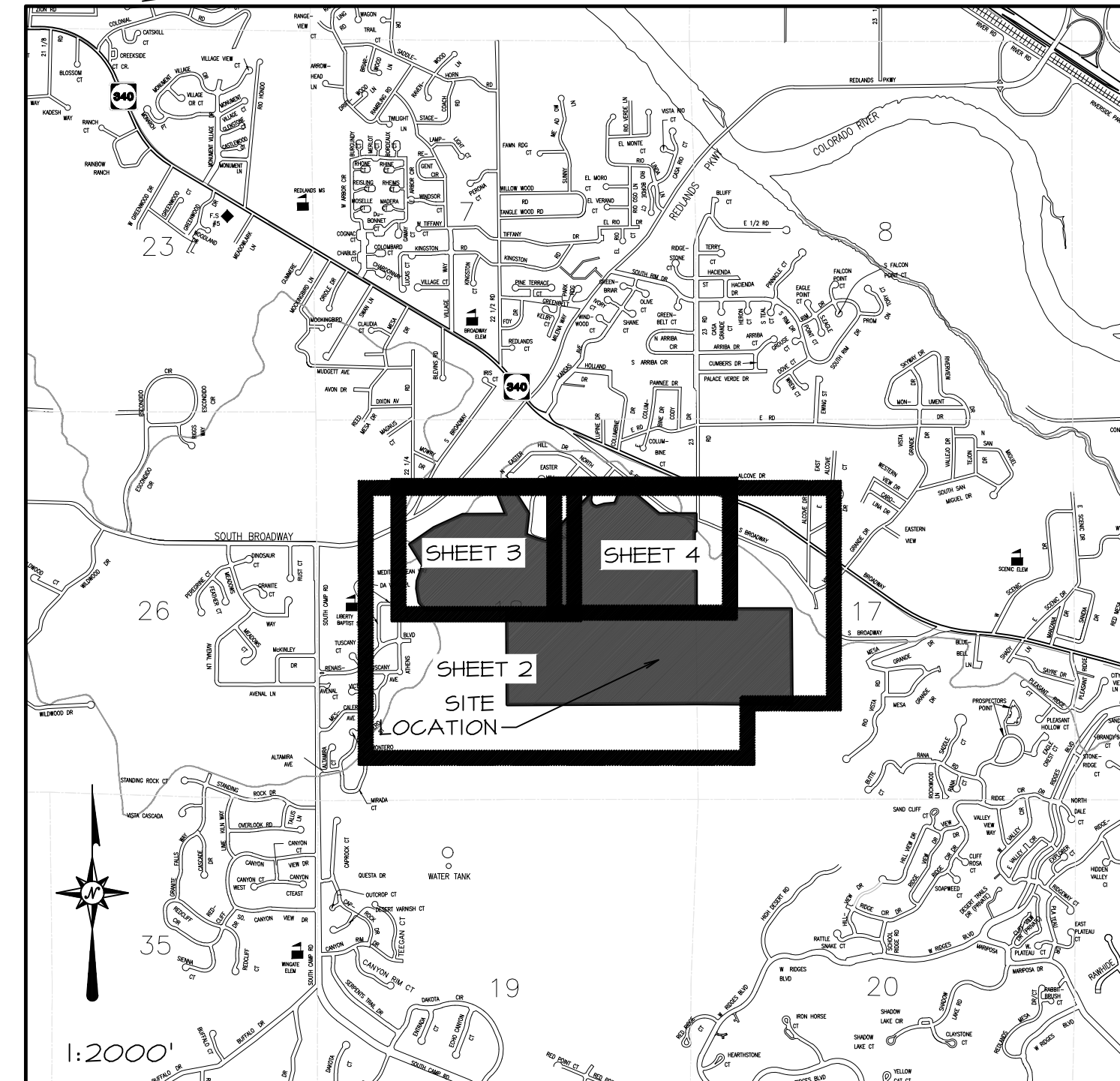
thence North 21°20'49" East, a distance of 102.82 feet to a 1.5" aluminum cap marked PLS 38274;

thence North 40°25'49" East, a distance of 210.00 feet to a 1.5" brass washer marked PLS 38274;

thence South 49°34'08" East, a distance of 621.65 feet to a 1.5" brass washer marked PLS 38274;

thence North 89°57'30" East along the north line of the southeast quarter of the northeast quarter, a distance of 473.32 feet to the Point of Beginning.

Said parcel containing 237.73 acres more or less.



Lineal Units of Measurement are U.S. Survey Foot.

MCLCS ZONE "GVA"
 TRANSVERSE MERCATOR PROJECTION
 POINT OF ORIGIN (SNO) AND CENTRAL MERIDIAN:
 LATITUDE: 39°06'22.72746N
 LONGITUDE: 108°32'01.43552W
 NORTHING: 50,000FT
 EASTING: 100,000FT
 SCALE FACTOR: 1.000218181798
 PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

BASIS OF BEARINGS

The bearings hereon are grid bearings of the Mesa County Local Coordinate System, GVA, as defined at http://emap.mesacounty.us/gps_survey/GVAZONE.htm, determined by GPS observation of the east line of the Northeast Quarter of the Southeast Quarter of Section 18, Township 1 South, Range 1 West of the Ute Meridian, the east 1/4 corner of said Section 18, being a 2.25" brass cap in concrete marked "MESA COUNTY SURVEY MARKER NO 352, 1966" whence the south 1/16th Corner of said Section 18 and Section 17, being a 3" brass cap in concrete marked "COUNTY SURVEY MARKER NO 1196", bears South 00°38'53" East, as shown hereon.

This plat is a graphical representation of the professional opinion of the undersigned surveyor of the location of the property as described in the title documents referenced. The bearings of the boundary lines on the drawing represent the title description rotated to grid north of the Mesa County Local Coordinate System (MCLCS) noted above. The geometric integrity of the lines has been preserved except where they yield to record monuments and/or senior or controlling lines.

There exists on this parcel a complex network of trails of indeterminate origin. There exists "NO TRESPASSING" signs posted throughout this parcel. Some of these trails have apparently been used by the public for a substantial period of time, which may favor the development of unwritten rights.

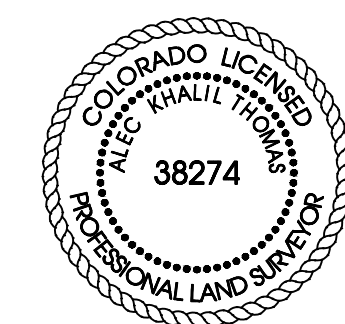
Rebar found and accepted by this survey were affixed with a 1.5" aluminum cap marked PLS 38274.

This survey plat does not constitute a title search by the undersigned surveyor or River City Consultants, Inc. and no certification as to title or ownership of any parcels shown hereon is made by either. All information regarding ownership, rights-of-way easements of record, adjoiners, and other documents that may affect the quality of title to this property is from a title commitment prepared by Land Title Guarantee Company, GJC65051840-3, dated June 02, 2022. Other documents may exist which would affect this property.

SURVEYOR'S STATEMENT

I, Alec K. Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K. Thomas,
 Colorado PLS 38274



LAND SURVEY DEPOSITS

Mesa County Surveyor's Office
 Date _____
 Deposit Number _____



215 Pitkin Avenue, Unit 201 Grand Junction, CO 81501 www.rcwest.com Phone: 970.241.4722 Fax: 970.241.8841

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.

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number
 2945-181-00-052
 Situated in Section 18 and the
 Northwest Quarter of the Southwest
 Quarter of Section 17, Township 1 South,
 Range 1 West of the Ute Meridian.

Sheet 1 of 4	Date: 2/13/2023	Job No. 1988-005
Surveyed: SLG	Drawn: AKT	Checked: BDM
Drawing name: S:\PROJECTS\1988 Le Pato Committee, Inc\005 Easter Hill Survey\DWG\1988-005 SP.dwg		

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-181-00-052

Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

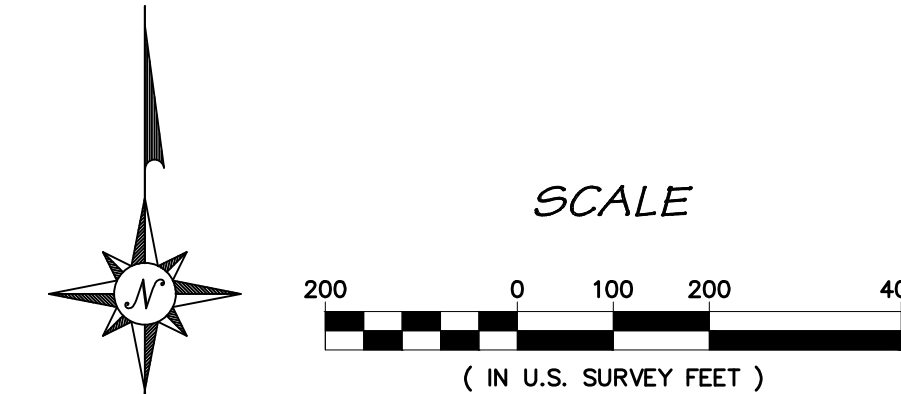
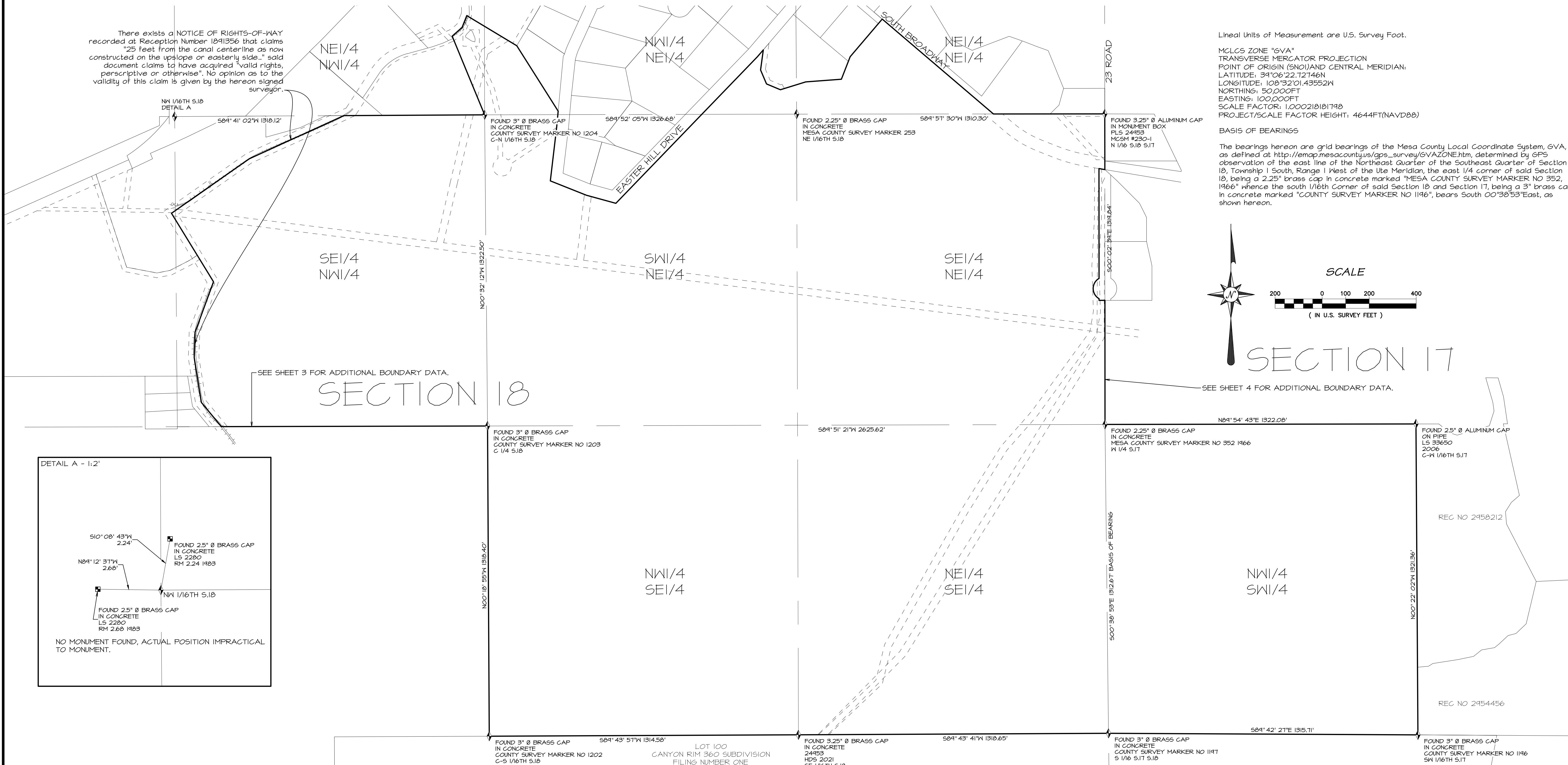
There exists a NOTICE OF RIGHTS-OF-WAY recorded at Reception Number 1841356 that claims 25 feet from the canal centerline as now constructed on the upslope or easterly side. said document claims to have acquired "valid rights, prescriptive or otherwise". No opinion as to the validity of this claim is given by the hereon signed surveyor.

Lineal Units of Measurement are U.S. Survey Foot.

MCLGS ZONE "GVA"
 TRANSVERSE MERCATOR PROJECTION
 POINT OF ORIGIN (SNO) AND CENTRAL MERIDIAN:
 LATITUDE: 39°06'22.12146"N
 LONGITUDE: 108°32'01.43552"W
 NORTHING: 50,000FT
 EASTING: 100,000FT
 SCALE FACTOR: 1.000218181798
 PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

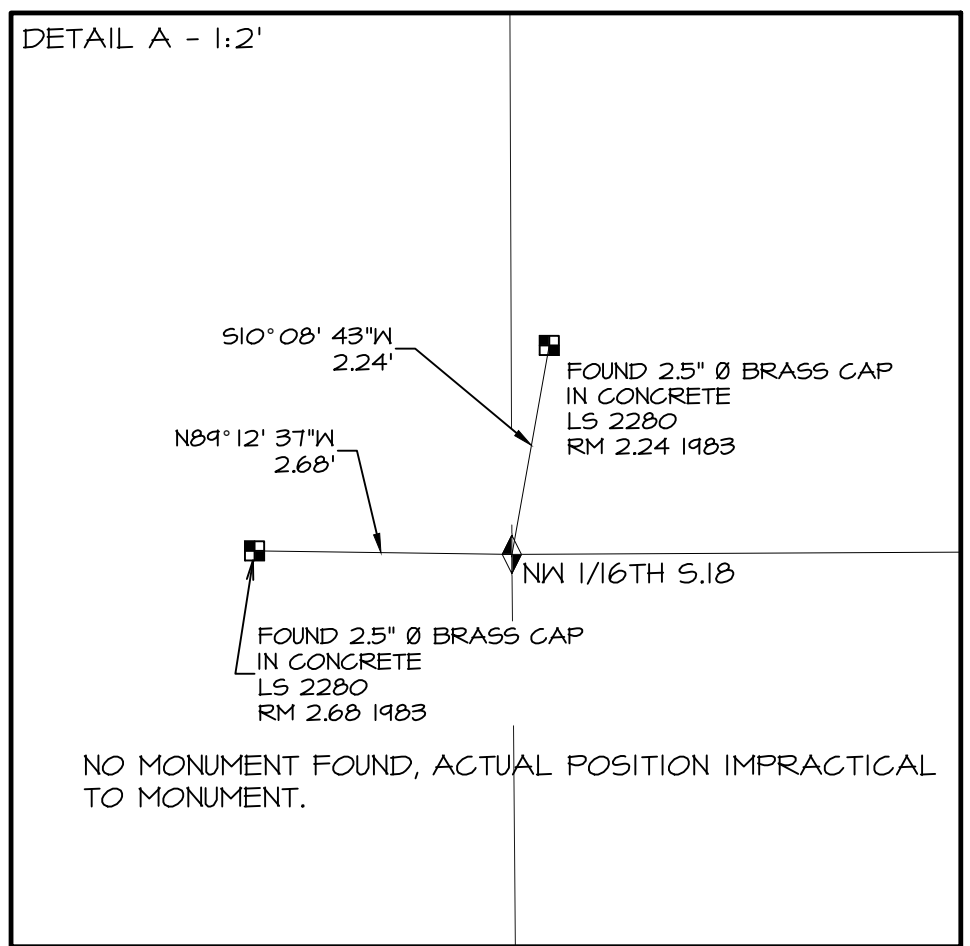
BASIS OF BEARINGS

The bearings hereon are grid bearings of the Mesa County Local Coordinate System, GVA, as defined at http://emap.mesacounty.us/gps_survey/GVAZONE.htm, determined by GPS observation of the east line of the Northeast Quarter of the Southeast Quarter of Section 18, Township 1 South, Range 1 West of the Ute Meridian, the east 1/4 corner of said Section 18, being a 2.25" brass cap in concrete marked "MESA COUNTY SURVEY MARKER NO 352, 1966" whence the south 1/16th corner of said Section 18 and Section 17, being a 3" brass cap in concrete marked "COUNTY SURVEY MARKER NO 1196", bears South 00°30'53" East, as shown hereon.



SECTION 17

SECTION 18

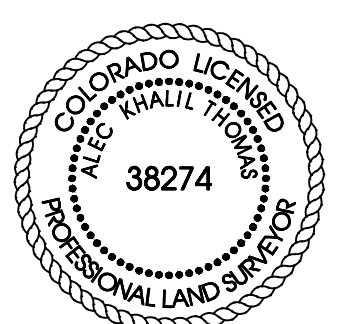


SURVEYOR'S STATEMENT

I, Alec K. Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K. Thomas,
 Colorado PLS 38274

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.



LAND SURVEY DEPOSITS

Mesa County Surveyor's Office
 Date _____
 Deposit Number _____

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-181-00-052
 Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

Sheet 2 of 4	Date: 2/13/2023	Job No. 1988-005
Surveyed: SLG	Drawn: AKT	Checked: BDM

Drawing name: S:\PROJECTS\1988 La Plata Corridor, Inc\005_Easter Hill\Survey\DWG\1988-005 SP.dwg



215 Pitkin Avenue, Unit 201
 Grand Junction, CO 81501
 Phone: 970.241.4722
 Fax: 970.241.8841
 www.rcwest.com

IMPROVEMENT SURVEY PLAT

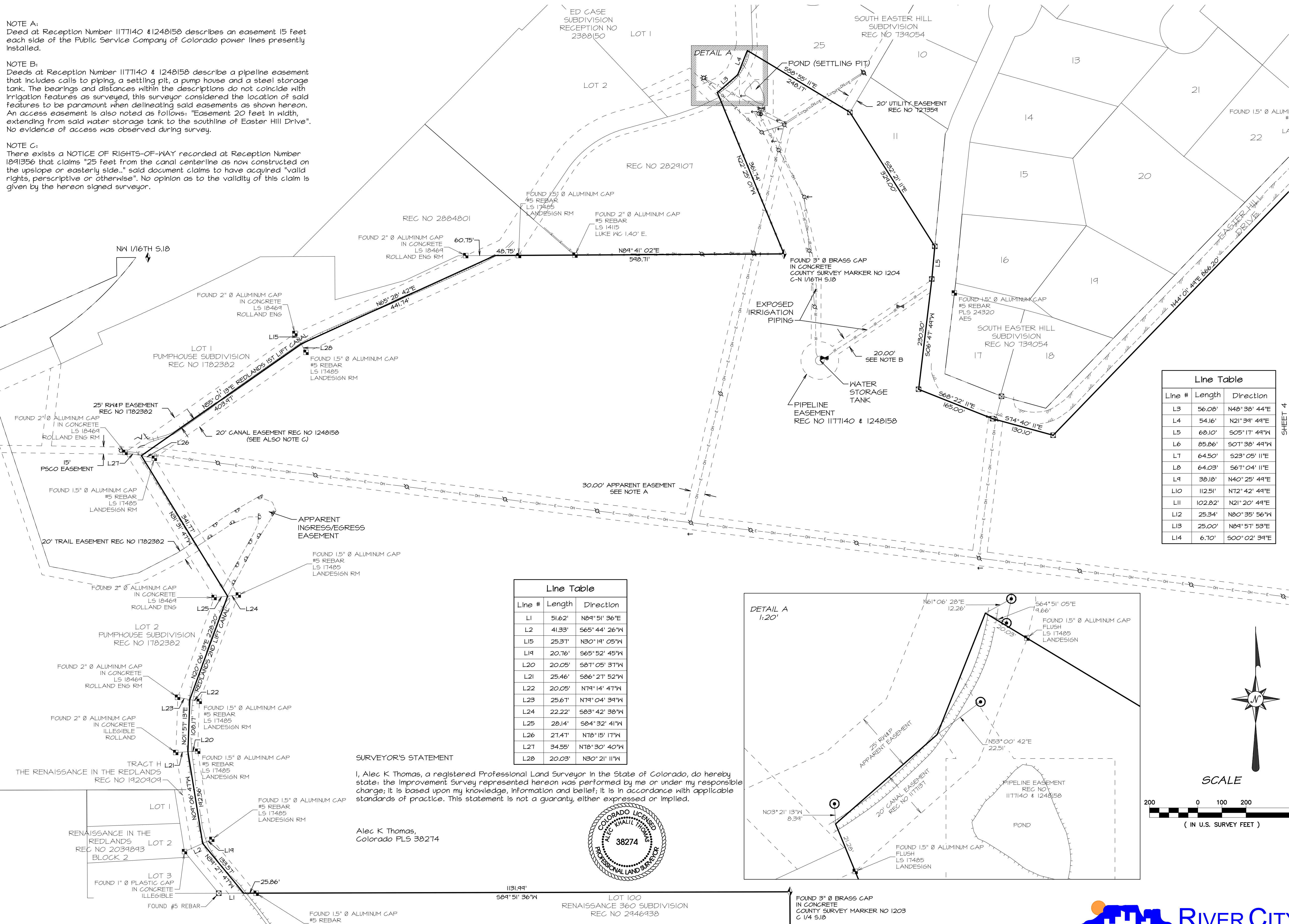
Mesa County Parcel Number 2945-181-00-052

Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

NOTE A:
Deed at Reception Number 1177140 #1248158 describes an easement 15 feet each side of the Public Service Company of Colorado power lines presently installed.

NOTE B:
Deeds at Reception Number 1177140 # 1248158 describe a pipeline easement that includes calls to piping, a settling pit, a pump house and a steel storage tank. The bearings and distances within the descriptions do not coincide with irrigation features as surveyed, this surveyor considered the location of said features to be paramount when delineating said easements as shown hereon. An access easement is also noted as follows: "Easement 20 feet in width, extending from said water storage tank to the southline of Easter Hill Drive". No evidence of access was observed during survey.

NOTE C:
There exists a NOTICE OF RIGHTS-OF-WAY recorded at Reception Number 1891356 that claims "25 feet from the canal centerline as now constructed on the upslope or easterly side." said document claims to have acquired "valid rights, prescriptive or otherwise". No opinion as to the validity of this claim is given by the hereon signed surveyor.



LEGEND

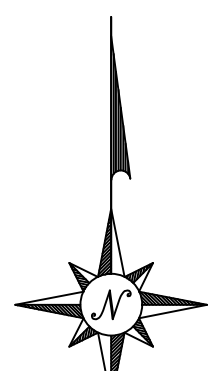
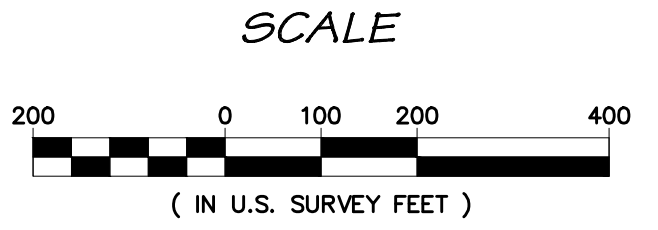
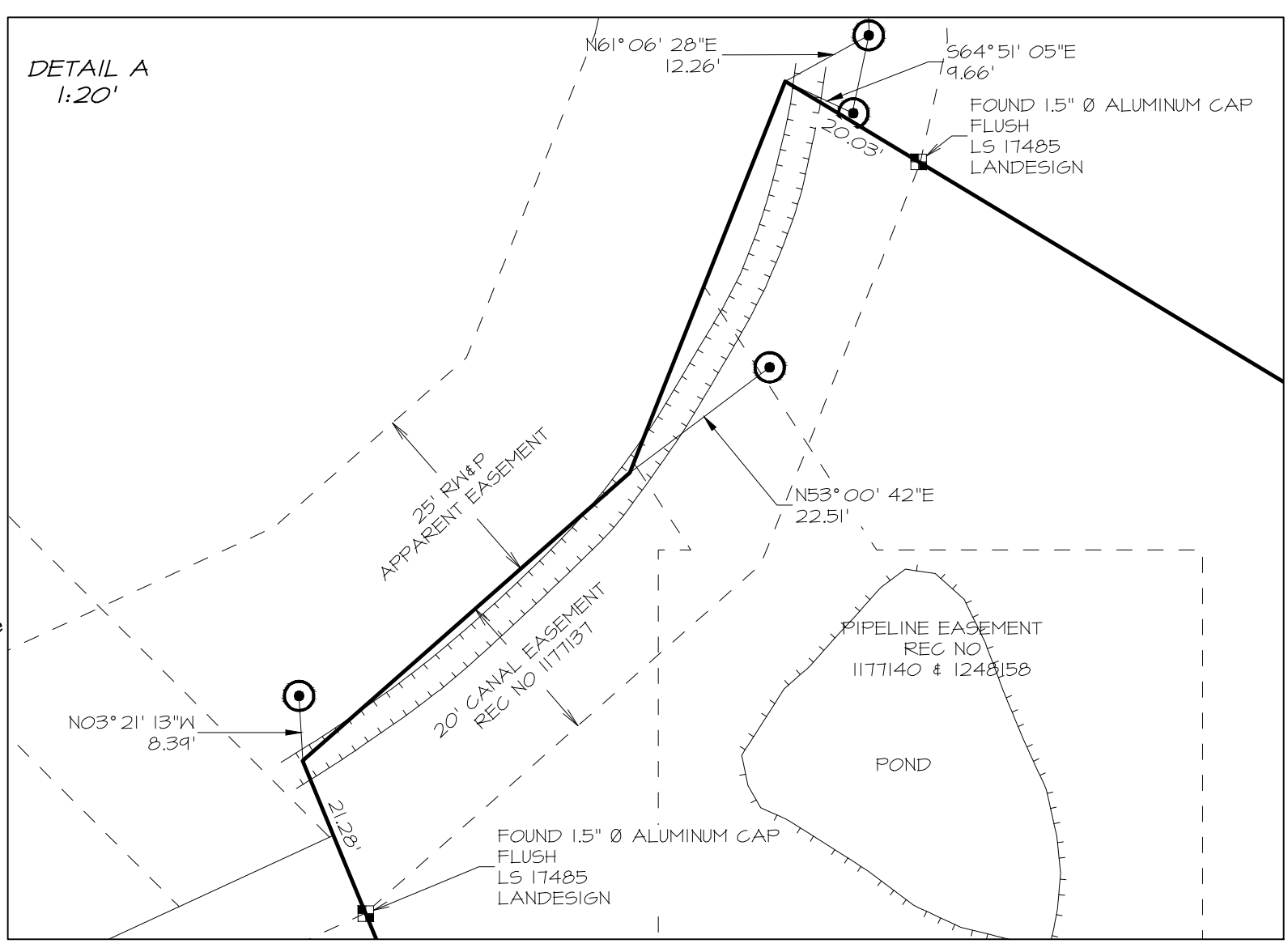
- MONUMENT FOUND AS NOTED
- 1.5" ALUMINUM CAP IN CONCRETE
LS 29419 - SURVEY IT INC.
- 1.25" PLASTIC CAP ON #5 REBAR
LS 2376
- ◆ ALIQUOT MONUMENT AS NOTED
- FOUND REBAR
- SET 1.5" ALUMINUM CAP ON # 5 REBAR
FLS 38274
- SET 1.5" BRASS WASHER
FLS 38274
- ⊞ CABLE TV PEDESTAL/PULL BOX
- ⊞ TELEPHONE PEDESTAL/PULL BOX
- ⊞ ELECTRICAL TRANSFORMER
- - - - - EASEMENT LINE
- — — — — PARCEL LINE
- — — — — ROW LINE
- — — — — ALIQUOT LINE
- - - - - EDGE OF ASPHALT
- - - - - EDGE OF GRAVEL
- - - - - EDGE OF CONCRETE
- - - - - FLOW LINE
- - - - - DITCH TOE
- - - - - UNDERGROUND TELEPHONE
- TV - CABLE TV LINE
- G - GAS LINE
- W - WATER LINE
- E - UNDERGROUND ELECTRIC LINE
- OHT - OVERHEAD TELEPHONE LINE
- OHE - OVERHEAD ELECTRIC LINE
- S - SANITARY LINE
- D - STORM LINE
- □ - WOOD FENCE
- ○ - CHAIN LINK/IRON FENCE
- X - FENCE
- ⊞ LIGHT POLE
- BOLLARD
- ⊞ UTILITY POLE

Line #	Length	Direction
L3	56.08'	N48°38'44"E
L4	54.16'	N21°39'49"E
L5	68.10'	S05°11'49"W
L6	85.86'	S01°38'49"W
L7	64.50'	S23°05'11"E
L8	64.03'	S61°04'11"E
L9	38.18'	N40°25'49"E
L10	112.51'	N12°42'49"E
L11	102.82'	N21°20'49"E
L12	25.34'	N80°35'56"W
L13	25.00'	N84°51'53"E
L14	6.70'	S00°02'34"E

Line #	Length	Direction
L1	51.62'	N84°51'36"E
L2	41.33'	S65°44'26"W
L15	25.31'	N30°14'05"W
L19	20.16'	S65°52'45"W
L20	20.05'	S81°05'37"W
L21	25.46'	S86°27'52"W
L22	20.05'	N71°14'41"W
L23	25.61'	N71°04'39"W
L24	22.22'	S83°42'38"W
L25	28.14'	S84°32'41"W
L26	21.41'	N18°15'17"W
L27	34.55'	N18°30'40"W
L28	20.03'	N30°21'11"W

SURVEYOR'S STATEMENT
I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K Thomas,
Colorado FLS 38274



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.

RIVER CITY CONSULTANTS
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
Phone: 970.241.4722
www.rcvwest.com Fax: 970.241.8841

IMPROVEMENT SURVEY PLAT
Mesa County Parcel Number 2945-181-00-052
Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

Sheet 3 of 4 Date: 1/31/2023 Job No. 1988-005
Surveyed: SLG Drawn: AKT Checked: BDM
Drawing name: S:\PROJECTS\1988 La Plata Corridor, Inc\1988_Easter Hill Survey\DWG\1988-005 SP.dwg

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Grand Junction Land Company, LLC ("Entity") is the owner of the following property:

(b) No physical address - Parcel No. 2945-181-22-999

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) Vacation - Easement

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: [Handwritten Signature]

Printed name of person signing: Michael C. Maple as COO of Dunrene Management, Inc. Manager of Grand Junction

State of Colorado)

County of Pitkin) ss.

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

by MICHAEL C. MAPLE

Witness my hand and seal.

My Notary Commission expires on 7/23/2027

AUDREY I ELLIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034024415
MY COMMISSION EXPIRES 07/23/2027

[Handwritten Signature]
Notary Public Signature

BOOK 2536 PAGE 654

1882943 01/08/99 0331PM

MONIKA TODD CLK&REC MESA COUNTY CO

REC FEE \$15.00

SURCHG \$1.00

DOCUMENTARY FEE \$120.00

3 PAGE DOCUMENT

WARRANTY DEED

Grantors(s):

Loren A. Saxe, Trustee of George B. Saxe and Dorothy E. Saxe 1992 Irrevocable Trust for issue of Children U/T/A dated October 9, 1992

whose address is

c/o George Saxe: 2800 El Camino Real, Palo Alto, California 94306

*County of

, and State of

California

, for the consideration of

One million, two hundred thousand and no/100-----

----- dollars, in hand paid, hereby sell(s)

and convey(s) to:

GRAND JUNCTION LAND COMPANY, LLC, A Colorado Limited Liability Company

whose legal address is 525 East Cooper, Aspen, Colorado 81611

*County of Pitkin

, and State of Colorado

the following real property, in the

*County of Mesa

, and State of Colorado,

to wit:

TAX SCHEDULE NUMBER: 2945-181-00-027, 031, 040, 2945-182-00-025,

SEE ATTACHED LEGAL

also known by the street and number as vacant land located on the Redlands, Grand Junction, Colorado 81503

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

current year real property taxes and all subsequent taxes, special assessments, covenants, restrictions, reservations and easements, and rights of way, existing or apparent, or of record, if any.

Signed this 21 st day of December, 1998

Loren A. Saxe, Trustee of George B. Saxe and Dorothy E. Saxe 1992 Irrevocable Trust for Issue of Children U/T/A dated October 9, 1992



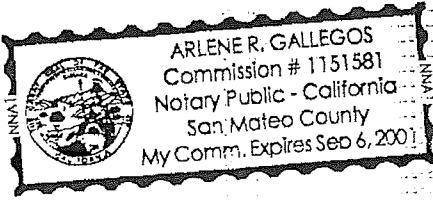
STATE OF

120.00
29947

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

BOOK 2536 PAGE 655

ON DECEMBER 18, 1998 before me, ARLENE R. GALLEGOS, NOTARY PUBLIC,
personally appeared LOREN A. SAXE and proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity and that
by his signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.



WITNESS my hand and official seal.

Arlene R. Gallegos
Arlene R. Gallegos



EXHIBIT "A"

TAX SCHEDULE #: 2945-181-00-027

A tract of land located in portions of the South Half of the Northwest Quarter ($S\frac{1}{2} NW\frac{1}{4}$), the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4} NW\frac{1}{4}$), the North Half of the Southeast Quarter ($N\frac{1}{2} SE\frac{1}{4}$), and the Northeast Quarter ($NE\frac{1}{4}$) of Section 18, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

BEGINNING at the East-Quarter corner of Section 18, Township 1 South, Range 1 West of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4} SE\frac{1}{4}$) of said Section 18 bears South $00^{\circ}38'29''$ East, a distance of 1312.69 feet, for a basis of bearing with all bearings contained herein relative thereto; thence along the East line of the $NE\frac{1}{4} SE\frac{1}{4}$ of said Section 18, South $00^{\circ}38'29''$ East, a distance of 1312.69 feet to the Southeast corner of the said $NE\frac{1}{4} SE\frac{1}{4}$ of said Section 18; thence along the South line of the said $NE\frac{1}{4} SE\frac{1}{4}$ and the South line of the $NW\frac{1}{4} SE\frac{1}{4}$ of Section 18, South $89^{\circ}44'21''$ West, a distance of 2633.27 feet, to the SW corner of said $NW\frac{1}{4} SE\frac{1}{4}$ of Section 18; thence along the West line of the said $NW\frac{1}{4} SE\frac{1}{4}$, North $00^{\circ}18'07''$ West, a distance of 1318.44 feet, to the Center Quarter-Corner ($C\frac{1}{4}$) of said Section 18; thence along the South line of the $SE\frac{1}{4} NW\frac{1}{4}$, South $89^{\circ}52'29''$ West, a distance of 1131.96 feet, to a point on the centerline of the Redlands Water and Power Company Second Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline the following five (5) courses: 1) thence North $39^{\circ}27'14''$ West, a distance of 133.57 feet; 2) thence North $09^{\circ}06'14''$ West, a distance of 192.56 feet; 3) thence North $01^{\circ}57'46''$ East, a distance of 108.17 feet; 4) thence North $20^{\circ}06'46''$ East, a distance of 228.20 feet; 5) thence North $31^{\circ}31'14''$ West, a distance of 341.77 feet, to a point of intersection with the centerline of the Redlands Water and Power Company First Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline of the Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North $55^{\circ}01'46''$ East, a distance of 403.97 feet; 2) thence North $65^{\circ}29'46''$ East, a distance of 441.63 feet to a point on the North line of the $SE\frac{1}{4} NW\frac{1}{4}$ of Section 18; thence along the said North line of the $SE\frac{1}{4} NW\frac{1}{4}$ of said Section 18, North $89^{\circ}41'38''$ East, a distance of 598.71 feet, to the Northwest corner of the $SW\frac{1}{4} NE\frac{1}{4}$ of said Section 18; thence North $22^{\circ}24'45''$ West, a distance of 361.73 feet to a point on the centerline of said Redlands Water and Power Company First Lift Canal; thence along said centerline of Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North $48^{\circ}35'51''$ East, a distance of 56.08 feet; 2) thence North $21^{\circ}40'15''$ East, a distance of 54.16 feet to a point on the Southwesterly boundary of South Easter Hill Subdivision, as recorded in Plat Book 9, Page 61 of the Mesa County Records; thence along the said boundary of said South Easter Hill Subdivision the following eight (8) courses: 1) thence South $58^{\circ}54'45''$ East, a distance of 248.17 feet; 2) thence South $32^{\circ}20'45''$ East, a distance of 329.00 feet; 3) thence South $05^{\circ}18'15''$ West, a distance of 68.10 feet; 4) thence South $06^{\circ}48'15''$ West, a distance of 230.30 feet; 5) thence South $68^{\circ}21'45''$ East, a distance of 165.00 feet; 6) thence South $74^{\circ}39'45''$ East, a distance of 130.10 feet; 7) thence North $44^{\circ}02'15''$ East, a distance of 866.20 feet; 8) thence North $40^{\circ}26'15''$ East, a distance of 38.18 feet; thence South $07^{\circ}39'15''$ West, a distance of 85.86 feet; thence South $23^{\circ}04'45''$ East, a distance of 64.50 feet; thence South $67^{\circ}03'45''$ East, a distance of 64.03 feet; thence North $72^{\circ}43'15''$ East, a distance of 112.51 feet; thence North $85^{\circ}45'15''$ East, a distance of 152.14 feet; thence North $21^{\circ}21'15''$ East, a distance of 102.82 feet; thence North $40^{\circ}26'15''$ East, a distance of 185.00 feet, to a point on the Southerly right-of-way line of South Broadway; thence along the said Southerly right-of-way line, South $49^{\circ}33'45''$ East, a distance of 592.43 feet, to a point of intersection with the North line of the $SE\frac{1}{4} NE\frac{1}{4}$ of said Section 18; thence along the said North line of $SE\frac{1}{4} NE\frac{1}{4}$, North $89^{\circ}57'50''$ East, a distance of 511.84 feet, to the Northeast corner of the $SE\frac{1}{4} NE\frac{1}{4}$ of said Section 18; thence along the East line of the said $SE\frac{1}{4} NE\frac{1}{4}$ Section 18, South $00^{\circ}01'53''$ East, a distance of 236.65 feet, to a point of intersection on the South right-of-way line of South Broadway and the centerline of 23 Road, as described in Book 940, Page 197 of the Mesa County Records; thence along the Westerly right-of-way of said 23 Road the following five courses: 1) thence North $80^{\circ}35'30''$ West, a distance of 25.34 feet; 2) thence South $00^{\circ}01'53''$ East, a distance of 466.71 feet; 3) thence along the arc of a non-tangent curve to the left, having a delta angle of $120^{\circ}00'00''$, with a radius of 50.00 feet, an arc length of 104.72 feet, a chord bearing of South $00^{\circ}01'53''$ East, and a chord length of 86.60 feet; 4) thence South $00^{\circ}01'53''$ East, a distance of 6.70 feet; 5) thence North $89^{\circ}58'07''$ East, a distance of 25.00 feet, to a point on the East line of the said $SE\frac{1}{4} NE\frac{1}{4}$ Section 18; thence along the said East line of the $SE\frac{1}{4} NE\frac{1}{4}$ Section 18, South $00^{\circ}01'53''$ East, a distance of 527.43 feet, to the $E\frac{1}{4}$ corner of said Section 18, the POINT OF BEGINNING,

Mesa County, Colorado.

1882944 01/08/99 0331PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$20.00 SURCHG \$1.00
DOCUMENTARY FEE \$NO FEE

QUITCLAIM DEED

no consideration

This Quitclaim Deed dated as of December 15, 1998 is from LOREN A. SAXE as Trustee for the GEORGE B. SAXE AND DOROTHY R. SAXE 1992 IRREVOCABLE TRUST FOR ISSUE OF CHILDREN ("Grantor"), with an address of c/o George B. Saxe, 2600 El Camino Real, Palo Alto, California, to GRAND JUNCTION LAND COMPANY, LLC, a Colorado limited liability company ("Grantee"), with an address of 525 East Cooper, Aspen, Colorado.

RECITALS

- A. Grantor has conveyed to Grantee by Warranty Deed of even date herewith, among other things, that certain real estate described in Exhibit A attached hereto and made a part hereof.
- B. Grantor now desires to convey mineral rights, historic water rights and other interests to Grantee.

29947

CONVEYANCE

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby remises, releases, sells and quitclaims to Grantee the following interests (collectively, the "Property"):

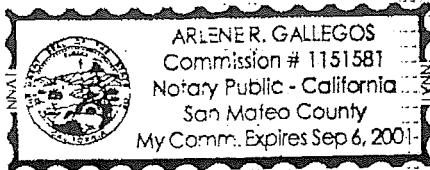
- (i) all right, title and interest of Grantor in and to any and all oil, gas and other minerals in and under, and that may be produced from the real estate described in Exhibit A hereto;
- (ii) all right, title and interest of Grantor in and to any and all water, water rights, ditches, ditch rights, wells, and all water taps and sewer taps or pre-paid tap fees attributable to or historically used upon the real estate described in Exhibit A hereto; except those fifty (50) shares of stock in the Redlands Water and Power Company owned by Grantor or George B. Saxe.
- (iii) all right, title and interest of Grantor in and to any and all easements, rights-of-way, hereditaments and other rights appurtenant to the ownership of or benefiting the real estate described in Exhibit A hereto.
- (iv) all right, title and interest of Grantor in and to any interest Grantor possesses as a fee, easement, reversion or otherwise in and to existing or historic public roads and rights-of-way.

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

BOOK 2536 PAGE 658

ON DECEMBER 18, 1998 before me, ARLENE R. GALLEGOS, NOTARY PUBLIC,
personally appeared LOREN A. SAXE and proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity and that
by his signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.



Arlene R. Gallegos
Arlene R. Gallegos



To have and to hold the Property unto Grantee, and its successors and assigns, forever.

EXECUTED this 18th day of December, 1998, and effective as of the date first above written.

LOREN A. SAXE as Trustee for the
GEORGE B. SAXE AND DOROTHY R. SAXE
1992 IRREVOCABLE TRUST FOR ISSUE OF
CHILDREN

By: *Loren A. Saxe*
Name: Loren A. Saxe
Title: Trustee

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of December, 1998, by Loren A. Saxe, as the Trustee of the George B. Saxe and Dorothy R. Saxe 1992 Irrevocable Trust for the Issue of Children.

Witness my hand and official seal.

Notary Public

My commission expires:



TAX SCHEDULE #: 2945-181-00-027

A tract of land located in portions of the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), and the Northeast Quarter (NE $\frac{1}{4}$) of Section 18, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

BEGINNING at the East Quarter corner of Section 18, Township 1 South, Range 1 West of the Ute Meridian, whence the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 18 bears South 00°38'29" East, a distance of 1312.69 feet, for a basis of bearing with all bearings contained herein relative thereto; thence along the East line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18, South 00°38'29" East, a distance of 1312.69 feet to the Southeast corner of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18; thence along the South line of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the South line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, South 89°44'21" West, a distance of 2633.27 feet, to the SW corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18; thence along the West line of the said NW $\frac{1}{4}$ SE $\frac{1}{4}$, North 00°18'07" West, a distance of 1318.44 feet, to the Center Quarter Corner (C $\frac{1}{4}$) of said Section 18; thence along the South line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, South 89°52'29" West, a distance of 1131.96 feet, to a point on the centerline of the Redlands Water and Power Company Second Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline the following five (5) courses: 1) thence North 39°27'14" West, a distance of 133.57 feet; 2) thence North 09°06'14" West, a distance of 192.56 feet; 3) thence North 01°57'46" East, a distance of 108.17 feet; 4) thence North 20°06'46" East, a distance of 228.20 feet; 5) thence North 31°31'14" West, a distance of 341.77 feet, to a point of intersection with the centerline of the Redlands Water and Power Company First Lift Canal, as recorded in Book 1175, Page 192; thence along the said centerline of the Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 55°01'46" East, a distance of 403.97 feet; 2) thence North 65°29'46" East, a distance of 441.63 feet to a point on the North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18; thence along the said North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 18, North 89°41'38" East, a distance of 598.71 feet, to the Northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence North 22°24'45" West, a distance of 361.73 feet to a point on the centerline of said Redlands Water and Power Company First Lift Canal; thence along said centerline of Redlands Water and Power Company First Lift Canal the following two (2) courses: 1) thence North 48°35'51" East, a distance of 56.08 feet; 2) thence North 21°40'15" East, a distance of 54.16 feet to a point on the Southwesterly boundary of South Easter Hill Subdivision, as recorded in Plat Book 9, Page 61 of the Mesa County Records; thence along the said boundary of said South Easter Hill Subdivision the following eight (8) courses: 1) thence South 58°54'45" East, a distance of 248.17 feet; 2) thence South 32°20'45" East, a distance of 329.00 feet; 3) thence South 05°18'15" West, a distance of 68.10 feet; 4) thence South 06°48'15" West, a distance of 230.30 feet; 5) thence South 68°21'45" East, a distance of 165.00 feet; 6) thence South 74°39'45" East, a distance of 130.10 feet; 7) thence North 44°02'15" East, a distance of 866.20 feet; 8) thence North 40°26'15" East, a distance of 38.18 feet; thence South 07°39'15" West, a distance of 85.86 feet; thence South 23°04'45" East, a distance of 64.50 feet; thence South 67°03'45" East, a distance of 64.03 feet; thence North 72°43'15" East, a distance of 112.51 feet; thence North 85°45'15" East, a distance of 152.14 feet; thence North 21°21'15" East, a distance of 102.82 feet; thence North 40°26'15" East, a distance of 185.00 feet, to a point on the Southerly right-of-way line of South Broadway; thence along the said Southerly right-of-way line, South 49°33'45" East, a distance of 592.43 feet, to a point of intersection with the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence along the said North line of SE $\frac{1}{4}$ NE $\frac{1}{4}$, North 89°57'50" East, a distance of 511.84 feet, to the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence along the East line of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18, South 00°01'53" East, a distance of 236.65 feet, to a point of intersection on the South right-of-way line of South Broadway and the centerline of 23 Road, as described in Book 940, Page 197 of the Mesa County Records; thence along the Westerly right-of-way of said 23 Road the following five courses: 1) thence North 80°35'30" West, a distance of 25.34 feet; 2) thence South 00°01'53" East, a distance of 466.71 feet; 3) thence along the arc of a non-tangent curve to the left, having a delta angle of 120°00'00", with a radius of 50.00 feet, an arc length of 104.72 feet, a chord bearing of South 00°01'53" East, and a chord length of 86.60 feet; 4) thence South 00°01'53" East, a distance of 6.70 feet; 5) thence North 89°58'07" East, a distance of 25.00 feet, to a point on the East line of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18; thence along the said East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18, South 00°01'53" East, a distance of 527.43 feet, to the E $\frac{1}{4}$ corner of said Section 18, the POINT OF BEGINNING,
Mesa County, Colorado.

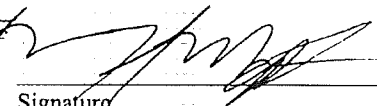
STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:
Grand Junction Land Company, LLC
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
The type of entity is: Limited Liability Company
The entity is formed under the laws of the State of Colorado
The mailing address for the entity is: 600 E. Hopkins Suite 303, Aspen, CO 81611

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:
Robert D. Macgregor as President or Michael C. Maple as Chief Operating Officer of Dunrene Management, Inc.,
Manager of Grand Junction Land Company, LLC

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

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

Executed this 3rd day of December, 2024

Signature
Michael C. Maple, Chief Operating Officer

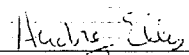
Print

STATE OF COLORADO)
)ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this 3rd day of December,
2024, by Michael C. Maple (name) as Chief Operating Officer (insert
office held or role) for Dunrene Management, Inc. Manager of Grand Junction Land Company, LLC (inset name of corporation or LLC).

AUDREY I ELLIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034024415
MY COMMISSION EXPIRES 07/23/2027

Witness my hand and official seal.
My commission expires: 7/23/2027


Notary Public

From: [Tamra Allen](#)
To: [Daniella Acosta](#)
Cc: [Thomas Lloyd](#)
Subject: Outreach Meeting - Redlands 360 S. Broadway & 23 Road ROW Vacate
Date: Wednesday, May 20, 2026 9:29:53 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Hi, Daniella. The GJMC provides for the Director to waive an Application Outreach Meeting if the project will have little potential to create material negative impacts on the surrounding neighborhood. If the meeting is waived, the Director will provide the applicant a written explanation of the reasons why the meetings was waived for inclusion with the project application.

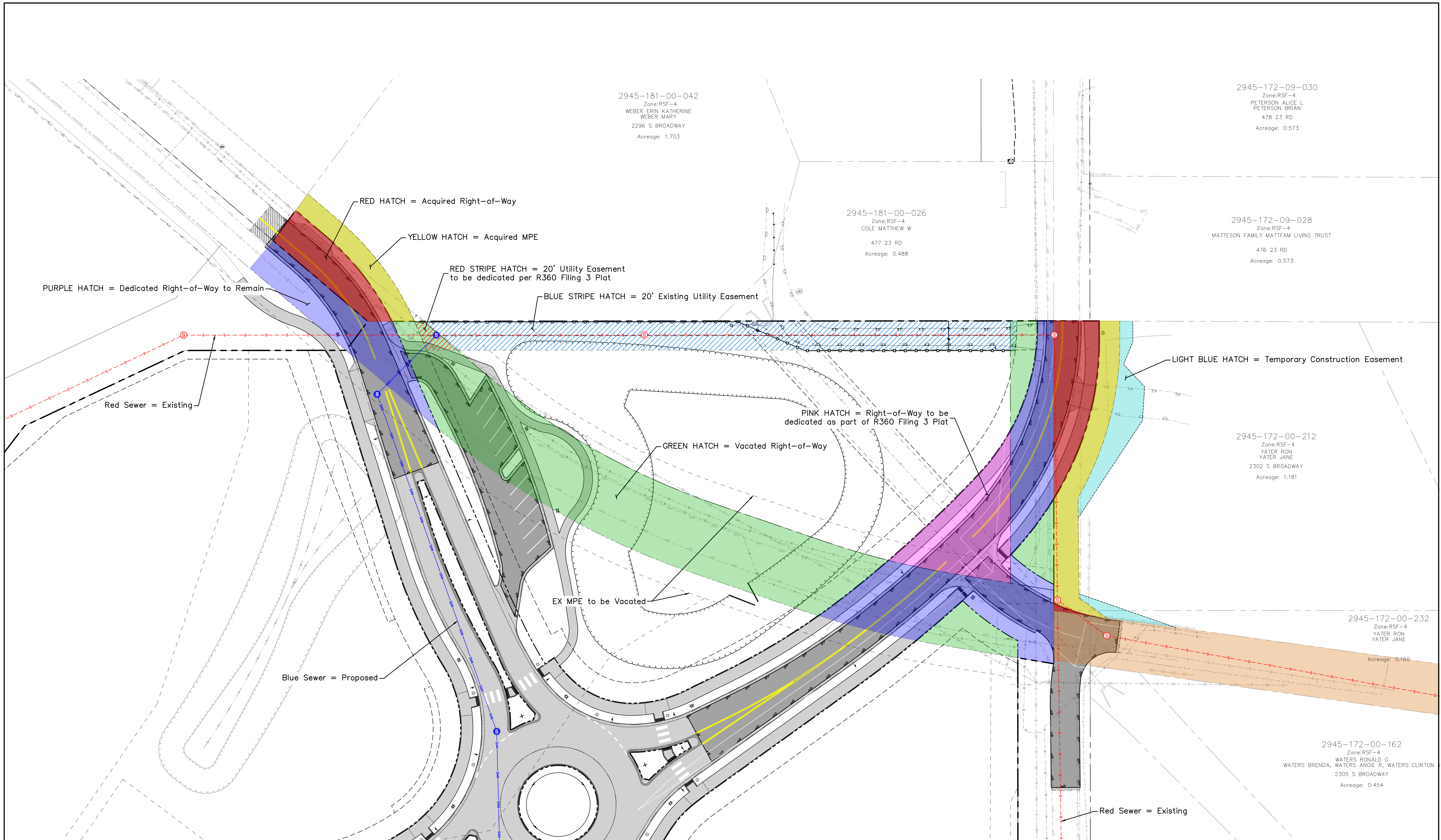
Regarding the application for the Redlands 360 S. Broadway & 23 Road ROW Vacate, Jessica Johnson as the previous project planner, had made the request to waive this meeting for which I approved. The justification for doing so was the traffic flow, roundabout, and related roads (new and to be vacated) were discussed as part of an Outreach Meeting held on October 21, 2025 related to the ODP Amendment and Annexation and overall Redlands 360 project. Because Jessica Johnsen is no longer with the City, I have confirmed these representations with the Applicant. As the proposed changes to the roads were discussed at the previous meeting, and because the change will be an improvement and will not “create material negative impacts on the surrounding neighborhood” I have waived the requirement for an Outreach Meeting.

Please let me know if you have any questions.

Thank you,

Tamra Allen, AICP
Community Development Director
City of Grand Junction
250 N. 5th Street
P: 970-256-4023
gjcity.org | [EngageGJ](#)





UNCC
Know what's below.
Call before you dig.
800.922.1987
www.uncc.org
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Project Benchmark
TBD

NORTHING:
EASTING:
ELEVATION:
DATUM SOURCE:

SCALE
(FEET)
0 30 60
HORIZONTAL
VERTICAL: N/A
CONTOUR INTERVAL: FT

PROJECT PHASE: Preliminary
DATE ISSUED: 04.Nov.2025

NO.	DATE	REVISION	BY

PRELIMINARY

215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
www.rcwest.com
Phone: 970.241.4722
Fax: 970.241.8841

DRAWN BY: djf PROJECT: 1988-033
CHECKED BY:
ORIGINAL SHEET SIZE: 22 x 34

LA PLATA
R360 Development
Persigo RoW/Easement Exhibit

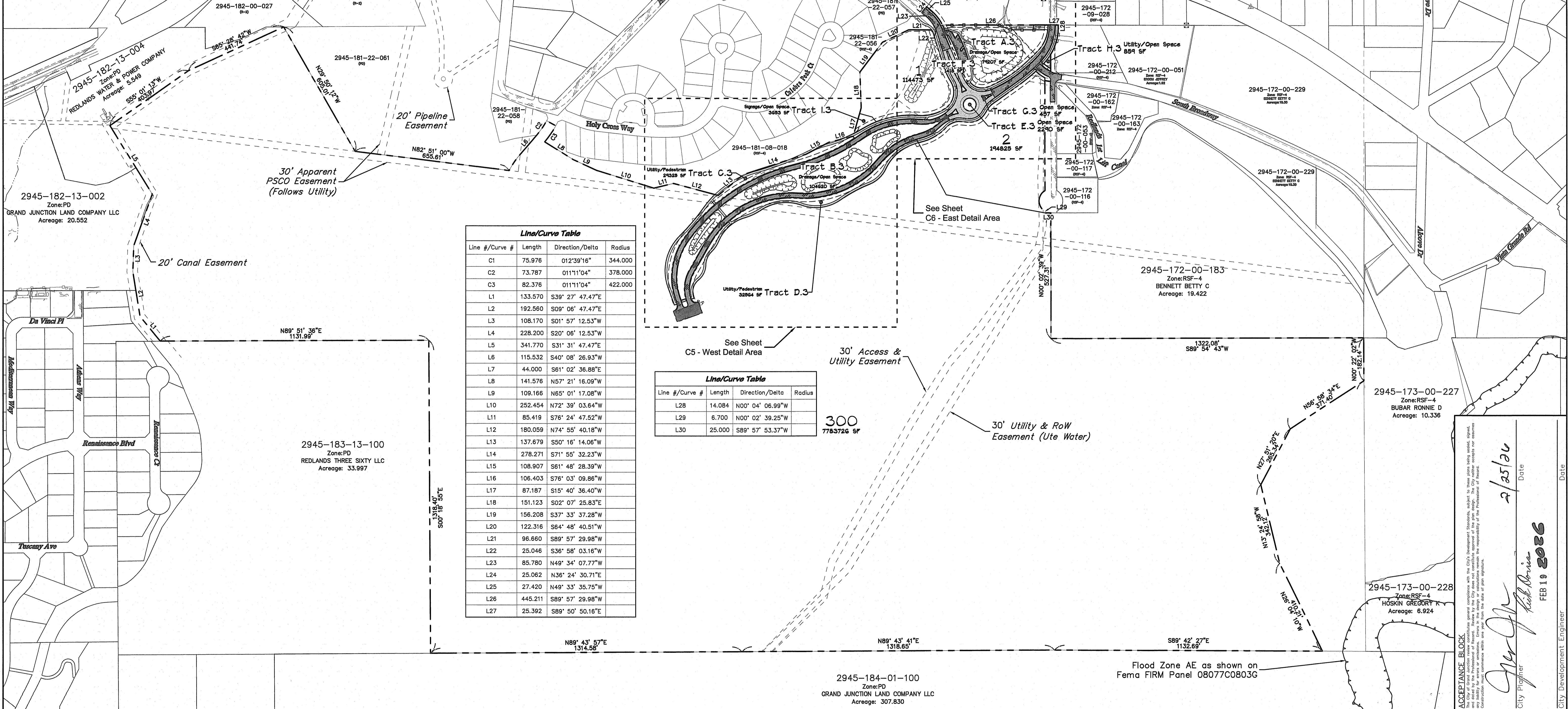
EX1

Site Breakdown			
Tract A.3	79,207 sf	1.818 ac	0.93%
Tract B.3	104,620 sf	2.402 ac	1.23%
Tract C.3	29,325 sf	0.673 ac	0.35%
Tract D.3	32,564 sf	0.748 ac	0.38%
Tract E.3	2,290 sf	0.053 ac	0.03%
Tract F.3	1,418 sf	0.033 ac	0.02%
Tract G.3	457 sf	0.010 ac	0.01%
Tract H.3	859 sf	0.020 ac	0.01%
Tract I.3	3,653 sf	0.084 ac	0.04%
Right of Way	143,548 sf	3.295 ac	1.69%
Lot 1	114,473 sf	2.628 ac	1.35%
Lot 2	194,825 sf	4.473 ac	2.29%
Lot 300	7,783,725 sf	178.690 ac	91.67%
Total	8,490,966 sf	194.926 ac	100.00%

UTILITY PROVIDERS	
Water	Ute Water
Sewer	City of Grand Junction
Electric	Xcel Energy
Gas	Xcel Energy
Telephone	CenturyLink
Cable	Charter Spectrum
Irrigation	Redlands Water & Power
Fire	City of Grand Junction

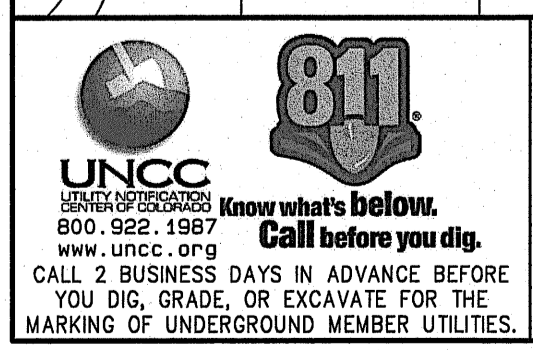
NOTES

1. Adjacent property information is taken from the Mesa County GIS website and are shown for reference only.
2. The Legend & a list of abbreviations can be found on sheet C3.

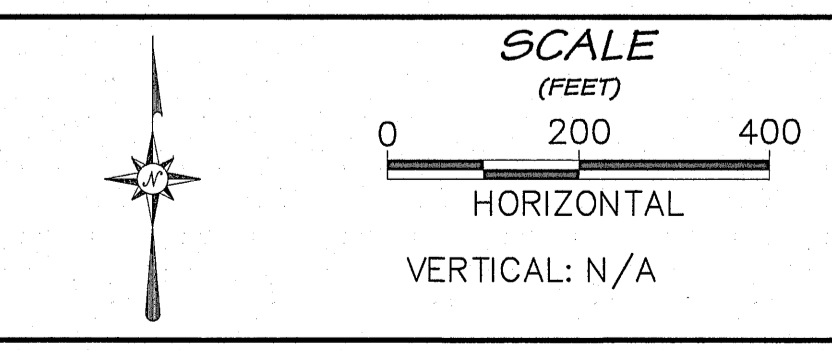


Line/Curve Table			
Line #/Curve #	Length	Direction/Delta	Radius
C1	75.976	012°39'16"	344.000
C2	73.787	011°11'04"	378.000
C3	82.376	011°11'04"	422.000
L1	133.570	S39° 27' 47.47"E	
L2	192.560	S09° 06' 47.47"E	
L3	108.170	S01° 57' 12.53"W	
L4	228.200	S20° 06' 12.53"W	
L5	341.770	S31° 31' 47.47"E	
L6	115.532	S40° 08' 26.93"W	
L7	44.000	S61° 02' 36.88"E	
L8	141.576	N57° 21' 16.09"W	
L9	109.166	N65° 01' 17.08"W	
L10	252.454	N72° 39' 03.64"W	
L11	85.419	S76° 24' 47.52"W	
L12	180.059	N74° 55' 40.18"W	
L13	137.679	S50° 16' 14.06"W	
L14	278.271	S71° 55' 32.23"W	
L15	108.907	S61° 48' 28.39"W	
L16	106.403	S76° 03' 09.86"W	
L17	87.187	S15° 40' 36.40"W	
L18	151.123	S02° 07' 25.83"E	
L19	156.208	S37° 33' 37.28"W	
L20	122.316	S64° 48' 40.51"W	
L21	96.860	S89° 57' 29.98"W	
L22	25.046	S36° 58' 03.16"W	
L23	85.780	N49° 34' 07.77"W	
L24	25.062	N36° 24' 30.71"E	
L25	27.420	N49° 33' 35.75"W	
L26	445.211	S89° 57' 29.98"W	
L27	25.392	S89° 50' 50.16"E	

Line/Curve Table			
Line #/Curve #	Length	Direction/Delta	Radius
L28	14.084	N00° 04' 06.99"W	
L29	6.700	N00° 02' 39.25"W	
L30	25.000	S89° 57' 53.37"W	



Project Benchmark
 MCSM NO. 230-1 3.25 Alum. Cap
 N 1/16TH
 Section 17, 18
 NORTHING: 38165.551
 EASTING: 73685.229
 ELEVATION: 4678.68
 DATUM SOURCE: MCLCS Zone "GVA" (NAVD 88)

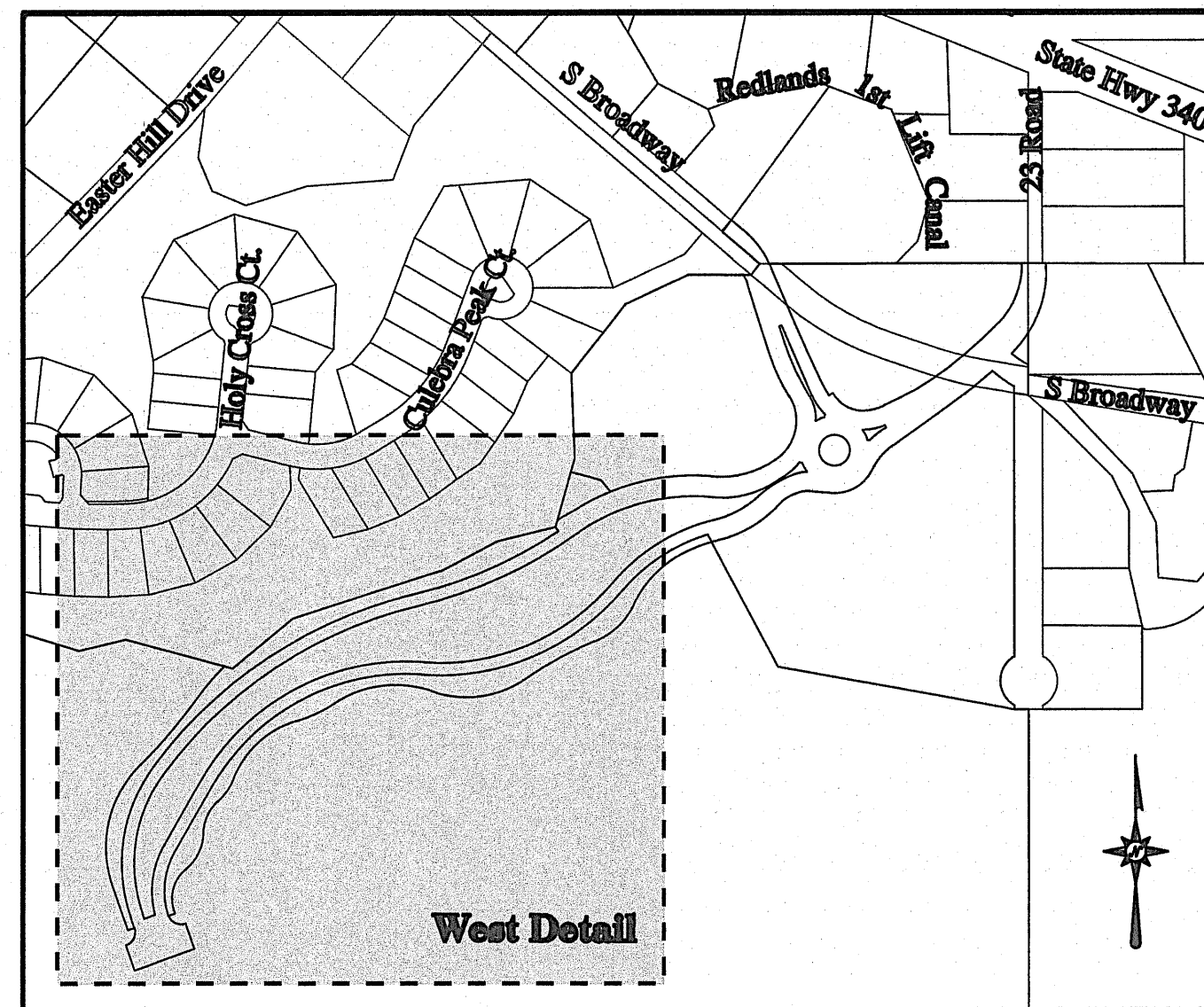


PROJECT PHASE: Issued for Construction		DATE ISSUED: 29.Jan.2026	
NO.	DATE	REVISION	BY

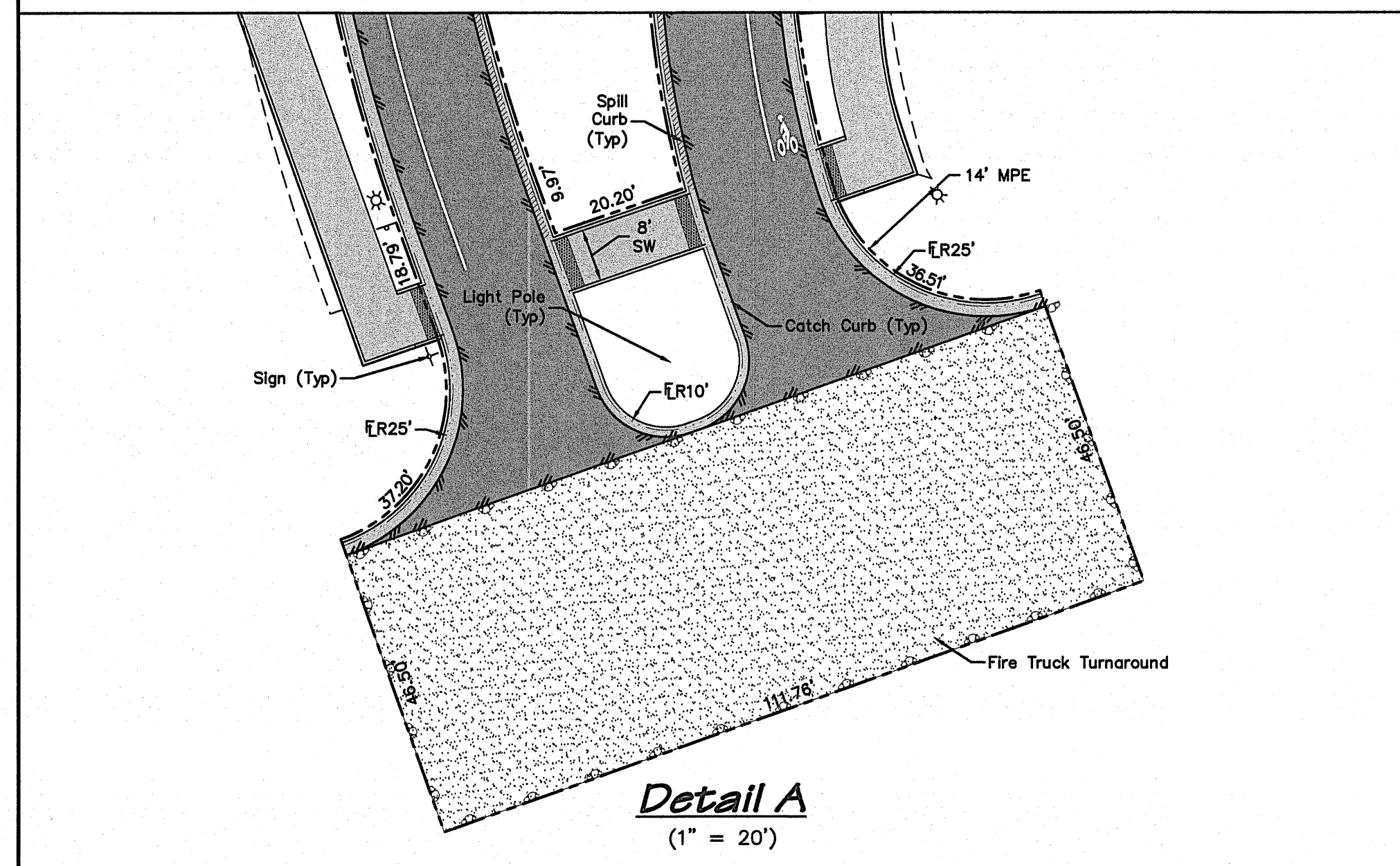
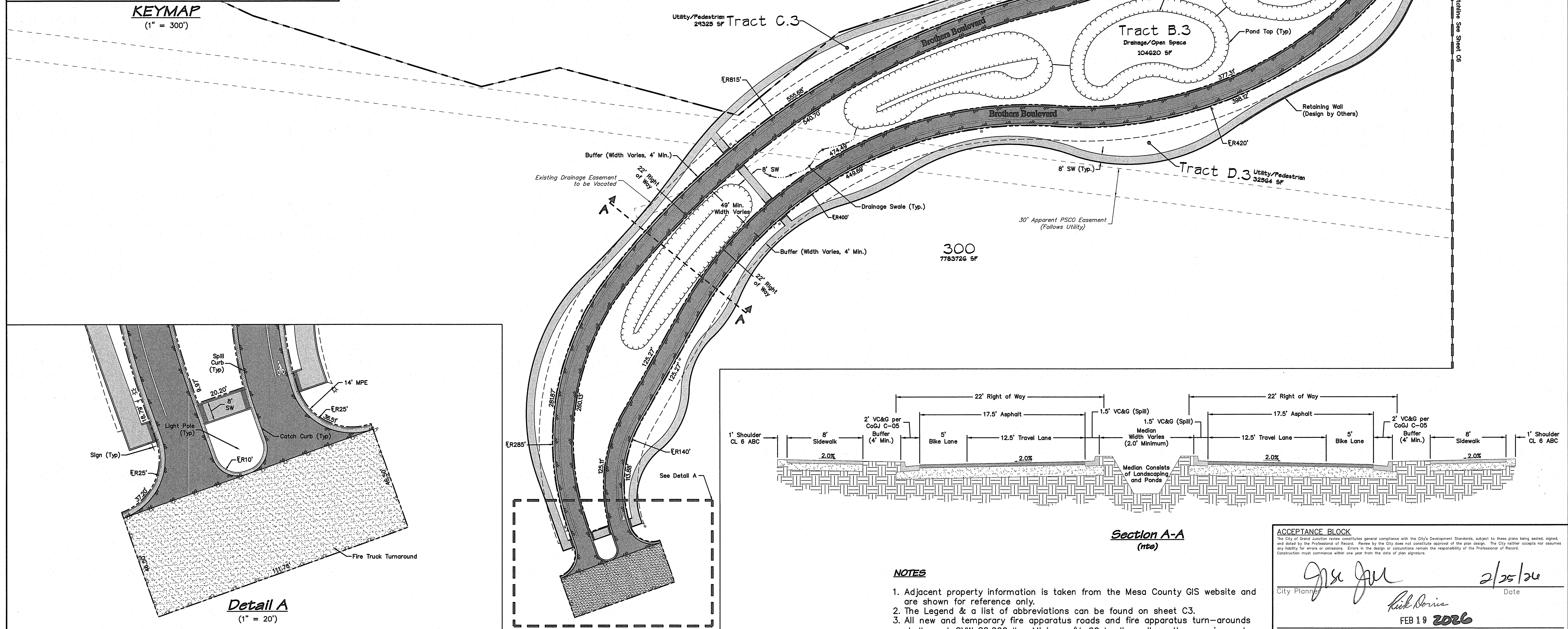
RIVER CITY CONSULTANTS
 215 Pitkin Avenue, Unit 201 Grand Junction, CO 81501
 Phone: 970.241.4722 Fax: 970.241.8841
 www.rcwest.com
 DRAWN BY: jg PROJECT: 1988-033
 CHECKED BY: dlf
 ORIGINAL SHEET SIZE: 22 x 34

REDLANDS THREE SIXTY, LLC
 Redlands 360 Filing 3
 Site Plan Overall C4

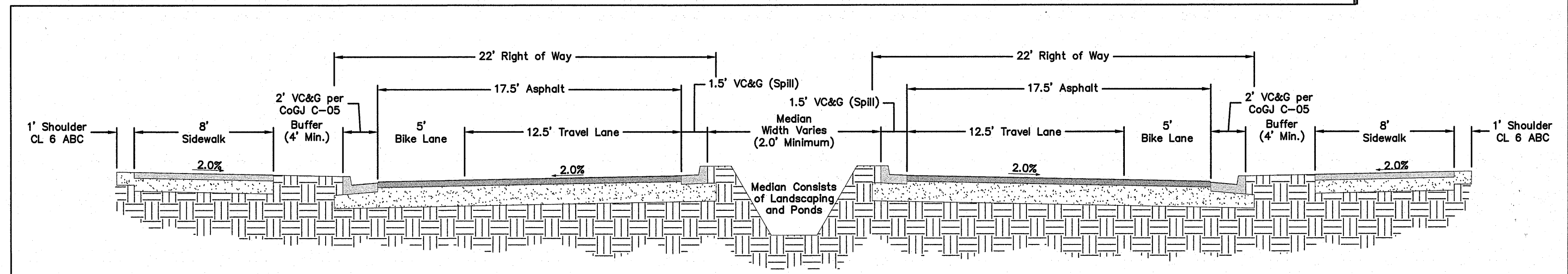
ACCEPTANCE BLOCK
 The City of Grand Junction reserves the right to require the applicant to provide additional information, subject to these plans being sealed, signed, and approved by the City Engineer. Errors in the design or calculations remain the responsibility of the Professional of Record. Construction shall conform with the approved plans and any other documents filed with the City of Grand Junction.
 City Planner: *[Signature]* Date: 2/25/26
 City Development Engineer: *[Signature]* Date: FEB 19 2026



KEYMAP
(1" = 300')



Detail A
(1" = 20')



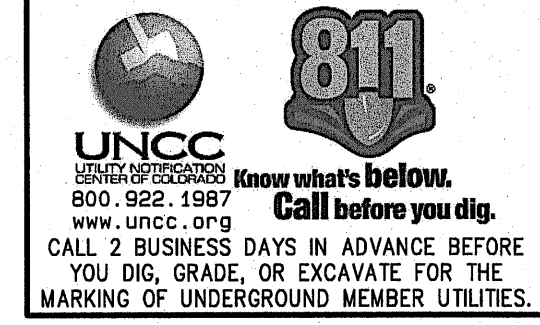
Section A-A
(note)

- NOTES**
1. Adjacent property information is taken from the Mesa County GIS website and are shown for reference only.
 2. The Legend & a list of abbreviations can be found on sheet C3.
 3. All new and temporary fire apparatus roads and fire apparatus turn-arounds shall meet GVW 80,000 lbs. Minimum/H-20 loading, all weather requirements.

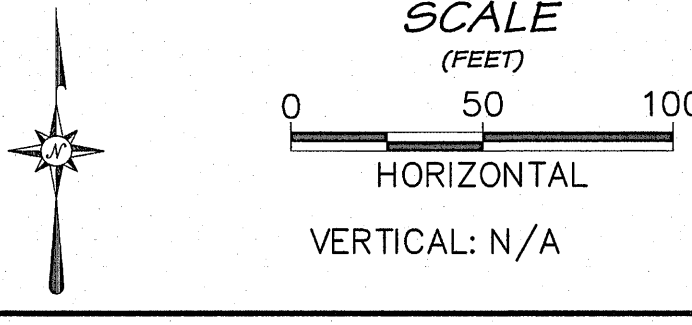
ACCEPTANCE BLOCK

The City of Grand Junction review constitutes general compliance with the City's Development Standards, subject to these plans being sealed, signed, and dated by the Professional of Record. Review by the City does not constitute approval of the plan design. The City neither accepts nor assumes any liability for errors or omissions. Errors in the design or calculations remain the responsibility of the Professional of Record. Construction must commence within one year from the date of plan signature.

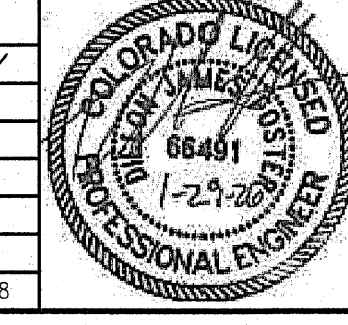
City Planner: *[Signature]* Date: 2/25/20
 City Development Engineer: *[Signature]* Date: FEB 19 2026



Project Benchmark
 MCSM NO. 230-1 3.25 Alum. Cap
 N 1/16TH
 Section 17, 18
 NORTHING: 38165.551
 EASTING: 73685.229
 ELEVATION: 4678.68
 DATUM SOURCE: MCLCS Zone "GVA" (NAVD 88)

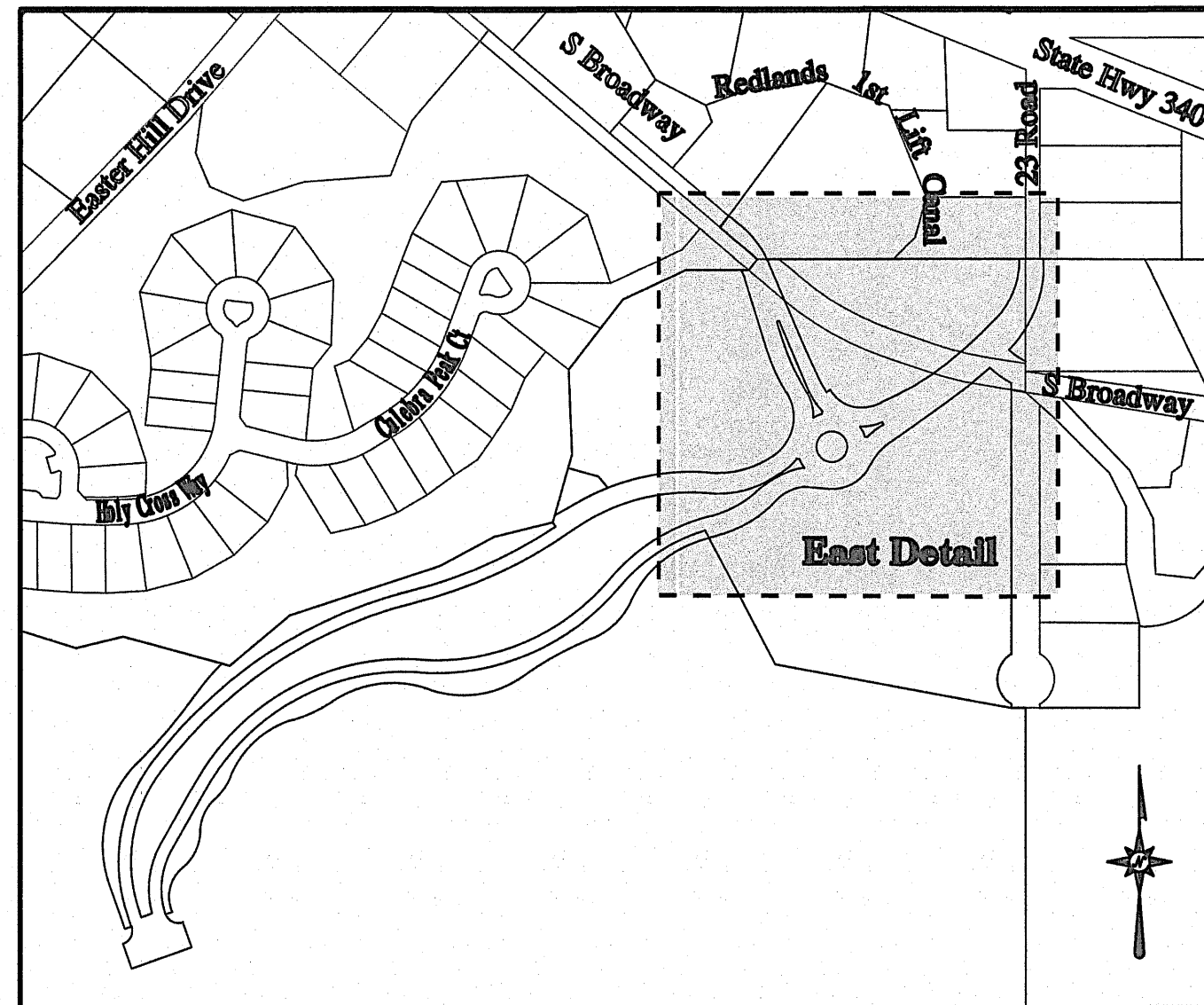


PROJECT PHASE: Issued for Construction		DATE ISSUED: 29.Jan.2026	
NO.	DATE	REVISION	BY



RIVER CITY CONSULTANTS
 215 Pitkin Avenue, Unit 201 Grand Junction, CO 81501
 Phone: 970.241.4722 Fax: 970.241.8841
 DRAWN BY: je PROJECT: 1988-033
 CHECKED BY: dif
 ORIGINAL SHEET SIZE: 22 x 34

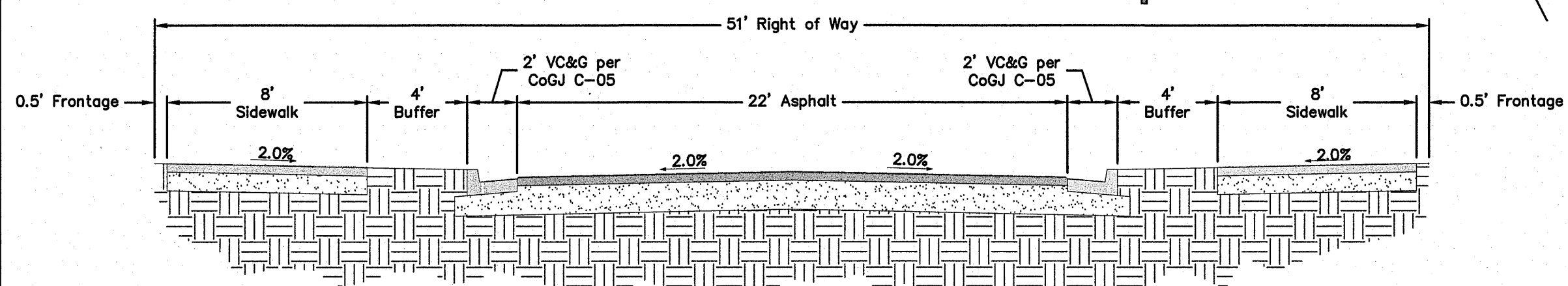
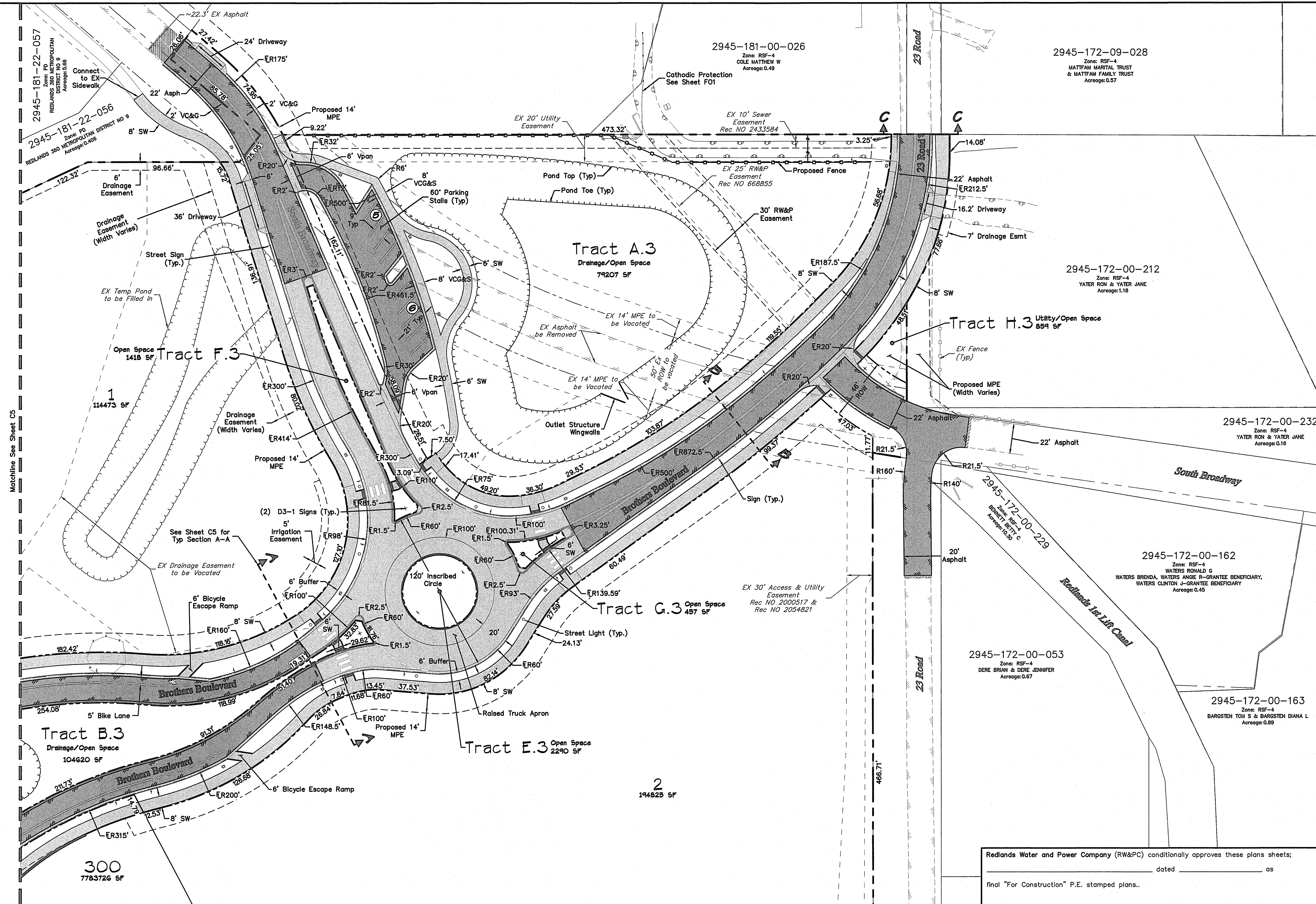
REDLANDS THREE SIXTY, LLC
 Redlands 360 Filing 3
 Site Plan West Detail Area C5



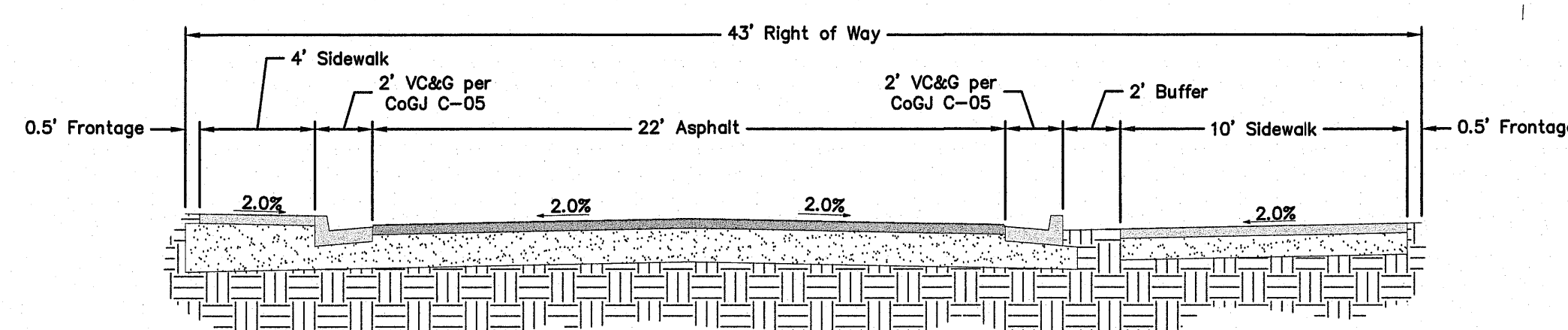
KEYMAP
(1" = 300')

NOTES

1. Adjacent property information is taken from the Mesa County GIS website and are shown for reference only.
2. The Legend & a list of abbreviations can be found on sheet C3.



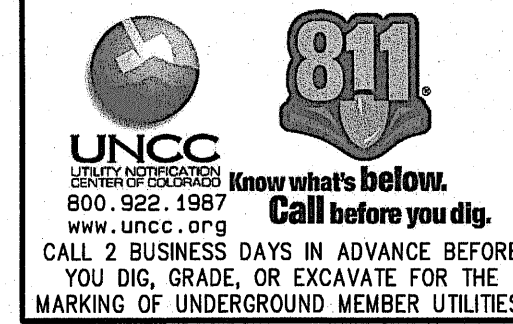
Section B-B
(mta)



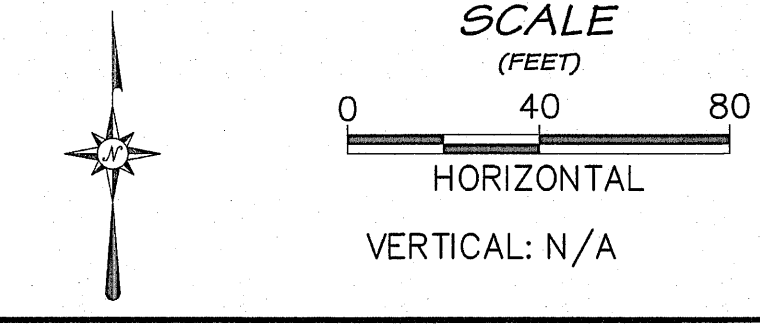
Section C-C
(mta)

Redlands Water and Power Company (RW&PC) conditionally approves these plans sheets, dated _____ as final "For Construction" P.E. stamped plans.

RW&PC Representative
ACCEPTANCE BLOCK
 The City of Grand Junction review constitutes general compliance with the City's Development Standards, subject to these plans being sealed, signed, and dated by the Professional of Record. Review by the City does not constitute approval of the plan design. The City neither accepts nor assumes any liability for errors or omissions. Errors in the design or calculations remain the responsibility of the Professional of Record. Construction must commence within one year from the date of plan signature.
 City Planner: *[Signature]* Date: 2/25/2016
 City Development Engineer: *[Signature]* Date: FEB 19 2016



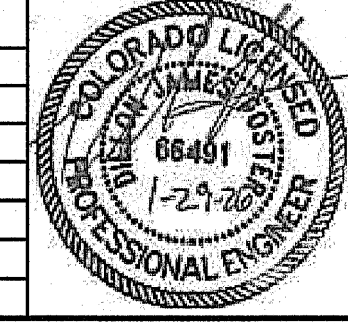
Project Benchmark
 MCSM NO. 230-1 3.25 Alum. Cap
 N 1/16TH
 Section 17, 18
 NORTHING: 38165.551
 EASTING: 73685.229
 ELEVATION: 4678.68
 DATUM SOURCE: MCLGS Zone "GVA" (NAVD 88)



PROJECT PHASE: Issued for Construction DATE ISSUED: 29.Jan.2016

NO.	DATE	REVISION	BY

S:\PROJECTS\1988 La Plata Communities, Inc\027,029,033 SH340-23 Road-Main Entry\Design\DWG\05-033 Sheet\1988-033 Site Plan.dwg [East Detail] 05-Feb-26 10:12:40



RIVER CITY CONSULTANTS
 215 Pitkin Avenue, Unit 201 Grand Junction, CO 81501
 Phone: 970.241.4722 Fax: 970.241.8841
 DRAWN BY: je PROJECT: 1988-033
 CHECKED BY: djl
 ORIGINAL SHEET SIZE: 22 x 34

REDLANDS THREE SIXTY, LLC
 Redlands 360 Filing 3
 Site Plan East Detail Area C6

GRAND JUNCTION PLANNING COMMISSION
June 9, 2026, 5:30 PM
MINUTES

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

Those present were Planning Commissioners; Ian Thomas, Gregg Palmer, and Caleb Abeloe.

Also present were Jamie Beard (Assistant City Attorney), Thomas Lloyd (Planning Manager), Daniella Acosta Stine (Principal Planner), Kate Kirk (Senior Planner), and Madeline Robinson (Planning Technician).

There were 2 members of the public in attendance, and 6 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from April 28, 2026.

Commissioner Palmer moved to approve the Consent Agenda.

Commissioner Thomas seconded; motion passed 4-0.

REGULAR AGENDA

1. Redlands 360 ROW Vacation

VAC-2025-329

Consider a request by Grand Junction Land Company, LLC to vacate approximately 18,629 square feet of 50-foot-wide public right-of-way along South Broadway and approximately 1,823 square feet of 30-foot-wide public right-of-way along 23 Road.

Staff Presentation

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

Questions for Staff

There were no questions from Commissioner's for staff.

Applicant's representative Jane Quimby made brief comment to the Commissioner's about the project.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, June 2, 2026, via www.gjcity.org.

There were no public comments.

The public hearing was closed at 5:46 p.m. on June 9, 2026.

Discussion

Commissioner Thomas made comment that he appreciates the road safety and multi-modal services this project will bring.

Commissioner Palmer made comments that the roundabout will be proactive to the community, not reactive.

Motion and Vote

Commissioner Palmer made the following motion “Chair, on the request to vacate approximately 18,629 square feet of 50-foot-wide public right-of-way along South Broadway and approximately 1,823 square feet of 30-foot-wide public right-of-way along 23 Road, City file number VAC-2025-329, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact and conditions as listed in the staff report.”

Commissioner Thomas seconded; Motion passed 4-0.

2. Redlands 360 Easement Vacation **VAC-2025-328**

Consider a request by Grand Junction Land Company, LLC to vacate approximately 0.31 acres of two 14-foot multipurpose easements along South Broadway.

Staff Presentation

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

Questions for Staff

There were no questions from Commissioner’s for staff.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, June 2, 2026, via www.gjcity.org.

There were no public comments.

The public hearing was closed at 5:54 p.m. on June 9, 2026.

Discussion

No discussion occurred between the Commissioners.

Motion and Vote

Commissioner Palmer made the following motion “Madame Chair, on the request to vacate approximately 0.31 acres of two 14-foot multipurpose easements along South Broadway, City file number VAC-2025-328, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact and conditions as listed in the staff report.”

Commissioner Thomas seconded; Motion passed 4-0.

3. Wells Fargo on Wellington Drive-Thru CUP CUP-2026-72

Consider a request for a Conditional Use Permit (CUP) for a proposed 4,755 sf bank with a drive-through on a 1.06-acre property located at 1211 Wellington Ave in an MU-1 (Mixed-used Neighborhood) zone district.

Staff Presentation

Kate Kirk, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Thomas made comment about the number of parking spaces being provided and the effects that will have.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, June 2, 2026, via www.gjcity.org.

There were no public comments.

Owner of the property Sid Squirrel made comment to the Commissioner’s of his approval of the request and the benefit of a drive-thru to the bank. Applicant Aaron Barnhart also made it known that he was present virtually to answer any questions Commissioner’s may have.

The public hearing was closed at 6:10 p.m. on June 9, 2026.

Discussion

Commissioner Palmer made comment that he went and visited the site and he does not have any issue with the provided parking, and the infill of the bank will be a great addition to the area.

Commissioner Quintero made comment that with the residential component nearby, a bank will be nice.

Motion and Vote

Commissioner Palmer the following motion “Chair, on Wells Fargo on Wellington’s request for a Conditional Use Permit, file number CUP-2026-72, I move that the Planning Commission approve the Conditional Use Permit for Wells Fargo on Wellington, with the Conditions of Approval and Findings of Fact listed in the staff report.”

Commissioner Thomas seconded; Motion passed 4-0.

OTHER BUSINESS

Commissioner Thomas made a motion to postpone the chair and vice-chair election for the next meeting. Commissioner Palmer seconded; motion passed 4-0.

ADJOURNMENT

Commissioner Palmer made a motion to adjourn the meeting.
The vote to adjourn was 4-0.

The meeting adjourned at 6:13 p.m.

DRAFT

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

A RESOLUTION VACATING PORTIONS OF TWO 14-FOOT MULTIPURPOSE EASEMENTS TOTALING APPROXIMATELY 0.31 ACRES ALONG SOUTH BROADWAY IN THE CITY OF GRAND JUNCTION, COLORADO

RECITALS:

The Grand Junction Land Company, LLC (Applicant) is requesting this multipurpose easement vacation to facilitate the realignment of South Broadway and 23 Road associated with the approved Redlands 360 Filing 3 development and construction of a new roundabout intersection. The proposed easement vacation and associated easement reconfiguration are necessary to accommodate the revised roadway geometry, utility infrastructure, and circulation improvements planned as part of the overall Redlands 360 master-planned community. The total area proposed for vacation is approximately 0.31 acres, more or less.

The proposed roadway improvements include construction of a new roundabout, revised roadway alignments, utility relocations, and associated infrastructure improvements intended to improve traffic circulation, connectivity, and access within the development area. Existing multipurpose easement areas that are no longer necessary under the revised roadway and utility configuration are proposed to be vacated, while new easement areas are being dedicated or relocated to accommodate the realigned transportation network and supporting infrastructure improvements.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate the Vacations is consistent with the Comprehensive Plan and Section 21.02.100 of the Grand Junction Zoning & Development Code.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED EASEMENT IS HEREBY VACATED SUBJECT TO THE FOLLOWING CONDITIONS:

- The applicant shall grant a temporary roadway and access easement, in a form acceptable to the City, over the areas necessary to maintain vehicular, emergency, utility, and property access during the reconstruction and reconfiguration of South Broadway and 23 Road, including the construction of Brothers Boulevard. The temporary roadway and access easement shall remain in effect until the roadway improvements have been completed, accepted by the City, and permanent access has been established for all affected properties.

- The applicant shall construct and make available for use a temporary roadway, subject to review and approval by the City Engineer, sufficient to maintain vehicular, emergency, utility, and property access during construction of the permanent roadway improvements. The temporary roadway shall be maintained in a safe and operable condition until the permanent roadway improvements have been completed, accepted by the City, and opened to public use.
- New public multipurpose easement(s) and/or utility easement(s) shall be dedicated to the City by plat or by separate instrument reviewed and approved by staff as providing comparable replacement for those being vacated. All utilities in the vacated multipurpose easement(s) as shown on the approved Redlands 360 Construction Site Plan, as depicted on Exhibit 5, shall be relocated to the satisfaction of the City and the utility companies, or a development improvements agreement shall be provided to the City for the relocation of the same with acceptable security as deemed appropriate by the City.

All that Multi-purpose easement within Lot 998 and Lot 999 as dedicated and platted on Redlands 360 Filing 1 as recorded at Reception Number 3066475, Lot 999 as re-platted on Bubar Subdivision, situated in the southeast quarter of the northeast quarter of Section 18, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado,

Containing 0.31 acres more or less.

Exhibit B describing and depicting the Easements and the Vacations is attached and incorporated by this reference.

PASSED and ADOPTED this 1st day of June 2026.

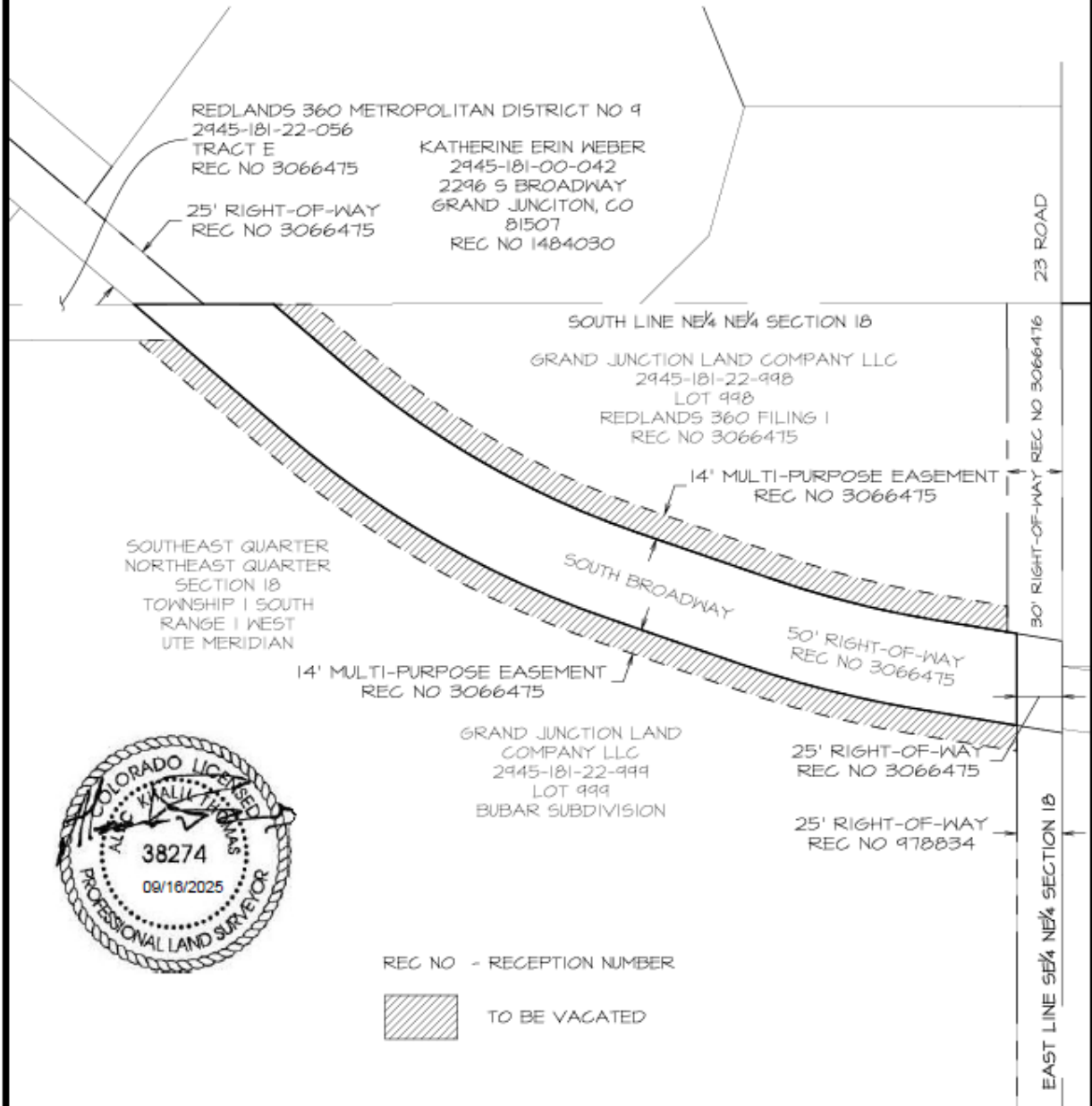
ATTEST:

Laurel Lutz
President of the City Council

Selestina Sandoval
City Clerk

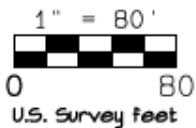
DRAFT

EXHIBIT B



REG NO - RECEPTION NUMBER

 TO BE VACATED



REG NO: RECEPTION NUMBER

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

RIVER CITY CONSULTANTS
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
Phone: 970.241.4722
Fax: 970.241.8841
www.rccwest.com

Drawn: AKT	Checked: NA	5/20/25	Job No. 1988-033
------------	-------------	---------	------------------

S:\PROJECTS\1988 La Plata Communities, Inc\027,029 033 SH340-23 Road-Main Entry\Survey\DWG\1988-033 MPE VACATION.dwg