

RESOLUTION NO. 54-26

A RESOLUTION APPROVING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE CONTRACT EXTENSION FOR PROFESSIONAL SERVICES WITH MESA COUNTY FOR BUILDING PERMITTING, INSPECTION, AND CONTRACTOR LICENSING CONCERNING THE WILDFIRE RESILIENCY CODE AND ADOPTING A FEE SCHEDULE

RECITALS:

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.

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

The foregoing Recitals are incorporated herein. The City Manager, with the concurrence of the City Attorney, is hereby authorized to enter into and sign the amendment to the Contract for Professional Services attached to this resolution.

City Council adopts the attached fee schedule for administration of the Wildfire Resiliency Code pertaining to all services provided under the Contract by Mesa County.

PASSED AND ADOPTED THIS 17th DAY OF JUNE 2026.



Laurel Lutz

President of City Council



ATTEST:



Selestina Sandoval

City Clerk

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 - MCBBD is responsible for both structure and site)	\$250

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: [Signature]
City Manager

Date: 6/25/2020

ATTEST:

By: [Signature]
City Clerk

Date: 6/25/2020

ACKNOWLEDGED FOR PURPOSES OF CITY WRC CODE OFFICIAL DESIGNATION:

By: [Signature]
Chief, Grand Junction Fire Department

Date: 6/25/2020

By: _____
Chief Building Official, Mesa County

Date: _____