

ORDINANCE NO. 3532

**AN ORDINANCE CONCERNING THE RIMROCK
MARKETPLACE GENERAL IMPROVEMENT
DISTRICT AND AUTHORIZING THE ISSUANCE
OF SPECIAL ASSESSMENT BONDS.**

WHEREAS, the City of Grand Junction Rimrock Marketplace General Improvement District (the "GID"), located in the City of Grand Junction, Mesa County, Colorado, is a quasi-municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, the members of the City Council of the City of Grand Junction have been duly elected and qualified and serve ex officio as the Board of Directors of the GID (the "Board"); and

WHEREAS, pursuant to Section 31-25-611.5, C.R.S., the Board may establish a special improvement district, within the boundaries of the GID, pursuant to part 5, Article 25 of Title 31, C.R.S. (the "SID Act"); and

WHEREAS, the GID and THF Belleville Development, L.P. (the "THF Belleville"), the owner of 100% of the real property in the GID, have executed the Special Improvement District Agreement made and entered into on October 29, 2002 as amended (the "Agreement") concerning the formation of the Rimrock Marketplace Special Improvement District (the "District"), which Agreement has been assigned by THF Belleville to THF Grand Junction Development, L.L.C. (the "Owner"); and

WHEREAS, the GID Board has, pursuant to the requisite preliminary proceedings, created the District for the purpose of acquiring and improving local improvements described in the Agreement (the "Project"), and has provided that all or a portion of the cost and expense of the Project shall be paid by special assessment, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the Board has provided for the payment of the cost and expense of the Project and by an ordinance heretofore passed and adopted (the "Assessment Ordinance") has levied assessments in the amount of \$3,980,000 against the assessable lots, tracts and parcels of land in the District benefited by the Project; and

WHEREAS, on November 6, 2001, the eligible electors of the GID approved the following question:

SHALL CITY OF GRAND JUNCTION
RIMROCK MARKETPLACE GENERAL
IMPROVEMENT DISTRICT DEBT BE INCREASED
\$3,980,000 WITH A REPAYMENT COST OF \$7,545,200
AND SHALL DISTRICT TAXES BE INCREASED

\$1,036,800 ANNUALLY SUBJECT TO THE FOLLOWING:

(1) THE PROCEEDS OF SUCH DEBT SHALL BE USED FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF STREET IMPROVEMENTS AND ALL OTHER NECESSARY, INCIDENTAL, APPURTENANT, AND CONVENIENT FACILITIES, EQUIPMENT, LAND AND PROPERTY RIGHTS OR REFUNDING DEBT ISSUED FOR SUCH PURPOSES;

(2) SUCH TAX INCREASE SHALL BE GENERATED BY A PROPERTY TAX MILL LEVY WITHOUT LIMITATION AS TO RATE OR AMOUNT OR SPECIAL ASSESSMENTS, AS DETERMINED BY THE BOARD, THE PROCEEDS OF WHICH SHALL BE USED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH DEBT OR ANY REFUNDING DEBT (OR TO CREATE A RESERVE FOR SUCH PAYMENT);

(3) SUCH DEBT MAY BE EVIDENCED BY BONDS, NOTES, CONTRACTS, LOAN AGREEMENTS OR OTHER FORMS OF INDEBTEDNESS BEARING INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 8.00%;

(4) SUCH DEBT MAY BE SOLD IN ONE SERIES OR MORE, ON TERMS AND CONDITIONS AS THE BOARD OF DIRECTORS OF THE DISTRICT MAY DETERMINE, INCLUDING PROVISIONS FOR REDEMPTION OR PREPAYMENT PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF THE PREMIUM;

AND SHALL THE EARNINGS FROM THE INVESTMENT OF THE PROCEEDS OF SUCH DEBT AND TAX REVENUES BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION, AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

WHEREAS, the Board desires to issue its Rimrock Marketplace Special Assessment Bonds, Series 2003 in the aggregate principal amount of not to exceed

\$3,980,000 (the “Bonds”) to provide funds to pay all or a portion of the cost and expense of the Project; and

WHEREAS, the Bonds are to be payable from the sources permitted by Parts 5 and 6 of Article 25 of Title 31, Colorado Revised Statutes, and all laws amendatory thereof and supplemental thereto (the “Act”), as more fully described herein; and

WHEREAS, the Bonds are to be sold by the GID to Kirkpatrick Pettis (the “Purchaser”) on the terms set forth in the Bond Purchase Contract to be dated the date of sale of the Bonds in substantially the form filed with the Secretary (the “Bond Purchase Contract”); and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds, when executed by the GID, authenticated and delivered by the Paying Agent (hereinafter defined) and duly issued, the valid, binding and legal obligations of the GID payable in accordance with their terms, and to constitute this Ordinance a valid and binding obligation of the GID of the parties hereto for the uses and purposes herein set forth in accordance with its terms, have been done and taken.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION ACTING AS EX OFFICIO BOARD OF DIRECTORS OF THE CITY OF GRAND JUNCTION RIMROCK MARKETPLACE GENERAL IMPROVEMENT DISTRICT DOES ORDAIN:

DEFINITIONS; EQUAL SECURITY

Short Title; Definitions. This Ordinance shall be known as, and may be cited by, the short title Rimrock Marketplace Bond Ordinance. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Ordinance and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

“**Act**” means Parts 5 and 6 of Article 25 of Title 31 and Part 2 of Article 57 of Title 11, Colorado Revised Statutes, as amended from time to time.

“**Administration Costs**” means the reasonable administration costs and other expenses of the GID incurred in connection with the Bonds, the Assessments, the Project and for certain other purposes, all as provided in the Financing Agreement.

“**Administration Fund**” means the “Rimrock Marketplace Administration Fund” established in Section 3.05 hereof.

“**Annual Debt Service**” means, for each Bond Year, the sum of (1) the interest falling due on all Outstanding Bonds in such Bond Year, assuming that all Outstanding Serial Bonds are retired as scheduled and that all Outstanding Term Bonds, if any, are redeemed as may be scheduled (except to the extent that such interest is to be

paid from the proceeds of sale of any Bonds), (2) the principal amount of the Outstanding Serial Bonds, if any, maturing by their terms in such Bond Year, and (3) the minimum amount of such Outstanding Term Bonds required to be paid or called and redeemed in such Bond Year. “Annual Debt Service” shall not include interest on Bonds that is to be paid from amounts constituting capitalized interest.

“**Assessment**” or “**Assessments**” means the aggregate special assessment or individual portions thereof, as the case may be, levied by the GID constituting a first lien and charge upon benefited lots, tracts and parcels of land within the District, co-equal with the latest lien thereon to secure the payment of general (ad valorem) taxes.

“**Assessment Credit**” means a credit applied equally against the next two Assessment Installments due but not yet billed, which shall be applied on a pro rata basis, based on the unpaid principal balance (not including any delinquent installment of principal) assessed, against each parcel of property.

“**Assessment Installments**” means the installments of principal and interest of the Assessments to be paid by the owners of the benefited lots, tracts and parcels of land within the District.

“**Assessment Ordinance**” means the assessment ordinance adopted by the Board and any ordinance amending such ordinance.

“**Authorized Denominations**” means \$500,000 or integral multiples of \$5,000 in excess of \$500,000 (provided that in the event a Bond is partially redeemed by the District and the unredeemed portion is less than \$500,000, such unredeemed portion of such Bond may be issued in the largest possible denomination of less than \$500,000, in integral multiples of \$5,000) until the Bonds otherwise qualify for an exemption from registration under the “Colorado Municipal Bond Supervision Act” and then shall mean \$5,000 or any integral thereof.

“**Average Annual Debt Service**” means the average Bond Year Annual Debt Service over all Bond Years.

“**Bonds**” means the Rimrock Marketplace Special Assessment Bonds, Series 2003 issued hereunder.

“**Bond Fund**” means the “Rimrock Marketplace Bond Fund” established in Section 3.03 hereof.

“**Bond Purchase Contract**” means the Bond Purchase Contract between the GID and the Purchaser.

“**Bond Reserve Fund**” means the “Rimrock Marketplace Bond Reserve Fund” established in Section 3.04 hereof.

“**Bond Year**” means (i) with respect to the initial Bond Year, the period extending from the date the Bonds are originally delivered to and including December 1,

2003 and (ii) thereafter, each successive twelve month period. Notwithstanding the foregoing, the term Bond Year as used in the Tax Certificate is defined in the manner set forth in the Tax Certificate.

“Business Day” means any day on which the Paying Agent is open for business at its Principal Corporate Trust Office.

“Certificate of the GID” means an instrument in writing signed by the GID President, GID Treasurer or by any other officer of the GID duly authorized by the Board for that purpose.

“Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds.

“Construction Fund” means the “Rimrock Marketplace Construction Fund” established in Section 3.02 hereof.

“Contingencies” means amounts determined by the Treasurer to be necessary to create a prudent reserve to pay (i) anticipated costs of the GID associated with the District, including (without limitation) legal expenses, engineering fees, financial or other consultant fees, and other out-of pocket costs, and (ii) scheduled principal and interest on the Bonds to the extent funds will not otherwise be available therefor in the Bond Fund; provided, that the Treasurer has a reasonable basis for such determination.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed by the President and dated as of the date of delivery of the Bonds, in substantially the form now before the Board, and any amendments and supplements thereto.

“Developer” means THF Grand Junction Development, L.L.C.

“District” means Rimrock Marketplace Special Improvement District.

“Excess Revenues” means the portion of the Assessment installments and penalties, if any, thereon received by the GID in any Bond Year that is in excess of the amount required to pay the principal of and interest on the Bonds in such Bond Year, plus the amount, if any, needed to increase the amount on deposit in the Bond Reserve Fund to the Reserve Requirement.

“Financing Agreement” means the Special Improvement District Agreement made and entered into on October 29, 2003, between the GID and the Developer, as amended from time to time.

“GID” means City of Grand Junction Rimrock Marketplace General Improvement District.

“Government Obligations” means:

(1) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America; and

(2) obligations of any of the following federal agencies, which obligations are secured by the full faith and credit of the United States of America, including:

- Export - Import Bank
- Farmers Home Administration
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration.

“Holder” means any person who shall be the registered owner of any Outstanding Bond.

“Independent Certified Public Accountant” means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the GID, and who, or each of whom --

(1) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the GID;

(2) does not have a substantial financial interest, direct or indirect, in the operations of the GID; and

(3) is not connected with the GID as a member, officer or employee of the GID, but who may be regularly retained to audit the accounting records of and make reports thereon to the GID.

“Letter of Credit” means any irrevocable letter of credit issued by a financial institution acceptable to the Treasurer of the GID which secures payment of the Bonds or the assessments.

“Maximum Annual Debt Service” means the largest Annual Debt Service during the period from the date of such determination through the final maturity date of any Outstanding Bonds.

“Opinion of Counsel” means a written opinion of Sherman & Howard L.L.C. or such other counsel of recognized national standing in the field of law relating to municipal bonds, appointed by the GID.

“Ordinance” means this Ordinance, as the same may be supplemented and amended from time to time as provided herein.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 7.03) all Bonds except:

(1) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(2) Bonds paid or deemed to have been paid within the meaning of Section 8.01; and

(3) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the GID pursuant hereto.

“Paying Agent” means Wells Fargo Bank West, National Association, being the GID’s agent for the payment of the Bonds and interest thereon, or its successors and assigns appointed in accordance with the provisions hereof.

“President” means the President of the City of Grand Junction City Council, the ex officio President of the GID.

“Principal Corporate Trust Office” means the corporate trust office of the Paying Agent located in Denver, Colorado, or such other office or offices as the Paying Agent shall designate from time to time. In the event the City Treasurer becomes the Registrar or Paying Agent, the Principal Corporate Trust Office shall be the office of the City Treasurer in Grand Junction, Colorado.

“Project” means the public improvements to be constructed in the District as described in the ordinance creating the District adopted by the Board.

“Purchaser” means Kirkpatrick Pettis.

“Rebate Fund” means the “Rimrock Marketplace Rebate Fund” created in Section 3.06 hereof.

“Record Date” means the fifteenth day of the calendar month preceding the calendar month in which each regularly scheduled interest payment date for the Bonds occurs

“Registrar” means the Paying Agent, being the GID’s agent for the registration, transfer and exchange of the Bonds, or its successors and assigns appointed in accordance with the provisions hereof.

“Reserve Fund Letter of Credit” means (i) a Letter of Credit satisfying the requirements of Section 3.04 hereof to be issued to the GID to be utilized in lieu of cash or investments in the Bond Reserve Fund and (ii) any Letter of Credit substituted for

a Reserve Fund Letter of Credit pursuant to Section 3.04 hereof or any extension of an existing Reserve Fund Letter of Credit pursuant to Section 3.04 hereof.

“Reserve Requirement” means an amount equal to the lesser of: (i) ten percent (10%) of the original principal amount of the Bonds; (ii) one hundred twenty-five percent (125%) of Average Annual Debt Service on the Bonds; and (iii) Maximum Annual Debt Service on all Bonds Outstanding, less the sum of all downward adjustments to the Reserve Requirement due to the prepayment of Assessments as provided in Section 3.04(e) hereof or due to the issuance of Refunding Bonds as provided in Section 2.11 hereof. The amount of the Reserve Requirement upon initial delivery of the Bonds shall be confirmed in the Sales Certificate.

“Sales Certificate” means a certificate of the President, dated on or before the date of delivery of the Bonds, setting forth the rates of interest on the Bonds, the dates on which principal and interest shall be paid, the dates on which and prices at which Bonds may be called for redemption, the price at which the Bonds will be sold, the total principal amount of the Bonds and the amount of principal maturing on each date, the existence and amount of capitalized interest, and the amount to be initially deposited to the Reserve Fund, subject to the requirements of this Ordinance.

“Secretary” means the City Clerk of the City of Grand Junction, the ex officio Secretary of the GID.

“Serial Bonds” means Bonds for which no sinking fund payments are provided.

“Special Record Date” means a special date fixed by the Paying Agent to determine the names and addresses of Holders for the purpose of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 2.02 hereof.

“Supplemental Act” means Part 2 of Article 57 of Title 11, Colorado Revised Statutes.

“Supplemental Ordinance” means any ordinance then in full force and effect which has been duly adopted by the Board which amends this Ordinance; but only if and to the extent that such Supplemental Ordinance is specifically authorized hereunder.

“Tax Certificate” means the Federal Tax Exemption Certificate delivered by the GID at the time of the issuance and delivery of the Bonds, as the same may be amended or supplemented in accordance with its terms.

“Term Bonds” means Bonds that are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

“Treasurer” means the Treasurer of the City of Grand Junction, the ex officio Treasurer of the GID.

“Trust Estate” means (i) all Assessments, (ii) all moneys and securities from time to time held by the GID in the Bond Reserve Fund and the Bond Fund (including all earnings thereon except to the extent deposited in the Rebate Fund) and including the proceeds of draws under a Reserve Fund Letter of Credit, (iii) the proceeds of draws under any Letter of Credit deposited by the GID in the Bond Fund and (iv) any and all other real or personal property of every name and nature hereafter by delivery or in writing specially pledged as additional security for the Bonds

Equal Security. In consideration of the acceptance of the Bonds by the Holders thereof, this Ordinance shall be deemed to be and shall constitute a contract between the GID and the Holders from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the interest on and principal of and redemption premiums, if any, on all Bonds that may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein. All agreements and covenants set forth herein to be performed by or on behalf of the GID shall be for the equal and proportionate benefit, protection and security of all Holders of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ISSUANCE AND TERMS OF BONDS

Ratification of Actions: Authorization and Purpose of Bonds. All actions, proceedings, matters and things heretofore taken, had and done by the GID and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the acquisition and improvement of the Project, the levy of Assessments for those purposes, the validation and confirmation of the assessment roll and the Assessments therein, and the sale of the Bonds to the Purchaser, are ratified, approved and confirmed, including, without limitation, the execution and delivery of the Bond Purchase Contract and the distribution of the Preliminary Official Statement for the Bonds. The GID has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and that the GID is now duly authorized, pursuant to each and every requirement of law, to issue the Bonds in the form and manner provided herein and that the Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

Section 11-57-204 of the Supplemental Act provides that a public entity, including the GID, may elect in an act of issuance to apply all or any of the provisions of

the Supplemental Act. The Board hereby elects to apply all of the Supplemental Act to the Bonds. The Bonds are issued under the authority of the Supplemental Act and shall so recite. Pursuant to Section 11-57-210 C.R.S., such recital conclusively imparts full compliance with all provisions of said sections, and the Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value. Pursuant to Section 11-57-205 of the Supplemental Act, the Board hereby delegates to the President the authority to accept the proposal of the Purchaser to purchase the Bonds and to execute any purchase contract in connection therewith, as well as the authority to make determinations in relation to the Bonds contained in the Sale Certificate subject to the parameters and restrictions contained in Section 2.02 hereof.

Terms of the Bonds. For the purpose of defraying the entire cost and expense to the GID of the Project, there shall be issued the GID's special assessment bonds designated as the "Rimrock Marketplace Special Assessment Bonds, Series 2003" in the aggregate principal amount of not to exceed \$3,980,000, which Bonds shall be dated as the date of delivery of the Bonds and shall be in the form of fully registered Bonds in Authorized Denominations. The Bonds shall bear interest at the rates per annum designated in the Sales Certificate, from the most recent interest payment date for which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds, to their respective maturity, payable semiannually on the dates set forth in the Sale Certificate.

The Bonds shall mature, bear interest from their dated date to maturity or prior redemption and be sold, all as provided in the Sale Certificate; provided that (a) the aggregate principal amount of the Bonds shall not exceed \$3,980,000; (b) the net effective interest rate of the Bonds does not exceed the maximum net effective interest rate authorized at the November 6, 2001 election; (c) the Bonds shall mature no later than December 1, 2018; and (d) the purchase price of the Bonds shall not be less than 97%.

The Bonds shall be dated as of June 15, 2003 and shall mature on the dates in each of the years and in the amounts designated in the Sales Certificate. The principal of each Bond shall be payable at the Principal Corporate Trust Office upon presentation and surrender of the Bond. Except as provided in Section 2.09 hereof, payment of interest on any Bond shall be made to the Holder thereof, as of the close of business on the Record Date for such interest payment date, by check mailed by the Paying Agent to such Holder's address as it appears on the registration records kept by the Registrar, but any such interest not so timely paid shall cease to be payable to the Holder thereof as of the close of business on the Record Date and shall be payable to the Holder thereof as of the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date shall be fixed whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to such Holders not less than ten days prior thereto by first-class postage prepaid mail, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to in writing between the Holder of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender at or after its maturity or prior redemption and moneys are not available

therefor, interest shall continue at its stated rate per annum until the principal thereof is paid in full. Interest on the Bonds shall be calculated based on a 360-day year, consisting of twelve 30-day months. All such payments shall be made in lawful money of the United States of America.

The Holder of \$1,000,000 or more in aggregate principal amount of Bonds may request in writing that the Paying Agent pay the interest thereon by wire transfer to an account in the United States, such request to be filed with the Paying Agent not later than the applicable Record Date.

Redemption of Bonds.

The Bonds shall be subject to redemption at the option of the GID from any legally available funds on the dates set forth in the Sales Certificate in whole, or in part from any maturities, in any order of maturity and by lot within a maturity in such manner as the GID may determine, at a price equal to 100% of the principal amount of each Bond, or portion thereof, so redeemed and accrued interest thereon to the redemption date, plus a premium of not more than 3% as set forth in the Sales Certificate.

Any Assessment that is voluntarily prepaid shall be used to redeem Bonds on the next interest payment date that is at least 45 days after receipt of such prepayment; provided that the amount of any such prepaid Assessment that is less than \$5,000 and cannot be used by such interest payment date to redeem Bonds may be used to pay principal of or interest on the Bonds due on such interest payment date; and provided further that all or any portion of such prepaid Assessment may be used to pay principal of or interest on the Bonds if necessary to avoid or cure a default in payment of principal of or interest on the Bonds. The Paying Agent shall not be required to give notice of any such redemption unless it has received written instructions from the GID in regard thereto at least twenty days prior to such redemption date; provided, that the Paying Agent may waive said twenty-day requirement.

The Term Bonds shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sales Certificate. Not more than sixty days nor less than fifteen days prior to each such sinking fund redemption date, the Registrar, shall proceed to redeem the Bonds so designated for mandatory prior redemption from such sinking fund on the next sinking fund redemption date, and shall give notice of such redemption as provided in Section 2.04 without further instruction or notice from the GID.

At its option, to be exercised on or before the sixtieth day next preceding each sinking fund redemption date, the GID may (i) deliver to the Registrar, for cancellation, Term Bonds of the appropriate maturity in an aggregate principal amount desired by the GID, or (ii) specify a principal amount of Term Bonds of the appropriate maturity, which prior to said date have been redeemed (other than through the operation of the sinking fund) and canceled by the Registrar or the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Term Bond or portion thereof so delivered or previously redeemed will be credited by the

Registrar at 100% of the principal amount thereof against the obligation of the GID on such sinking fund redemption date and any excess over such amount shall be credited against future sinking fund redemption obligations for the Term Bonds of that, maturity in chronological order or any other order specified by the GID.

If less than all of the Bonds are to be redeemed pursuant to paragraph (a) of this Section, the Bonds to be redeemed shall be selected proportionately from each outstanding maturity of the Bonds, including any sinking fund installments pursuant to paragraph (b) of this Section, unless the Treasurer determines that even using a different method of selecting Bonds to be redeemed the Assessment Installments will be sufficient to pay the principal and interest of the Bonds that would remain outstanding on each interest payment date subsequent to the redemption date. The redemption premium, if any, shall be paid from a prepayment penalty provided for in the Assessment Ordinance; provided, however, that nothing herein shall prevent the payment of any such redemption premium from any other funds available for that purpose. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, at the request of, and without charge to, the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Notice of Redemption.

Unless waived by the Holder of a Bond to be redeemed, notice of redemption shall be given by the Registrar in the name of the GID by mailing such notice at least fifteen days and not more than sixty days prior to the redemption date, by first-class mail, postage prepaid, to the Holders of the Bonds to be redeemed at their addresses as shown on the registration records. Failure to give such notice to the Holder of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds. All such notices of redemption shall be dated and shall state: (i) the redemption date, (ii) the redemption price, (iii) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Corporate Trust Office. Except as provided in subsection (c) below, after such notice has been given in the manner provided herein, the Bond or Bonds called for redemption shall become due and payable on the designated redemption date, and upon presentation and surrender thereof the GID shall pay the Bond or Bonds called for redemption. Installments of interest due on the redemption date shall be payable as provided in this Ordinance for the payment of interest. A certificate by the Registrar that a notice of redemption has been given as herein set forth shall be conclusive and receipt by the Bondholder of a notice of redemption shall not be a condition precedent to the redemption of that Bond.

All Bonds redeemed pursuant to the provisions of this Section shall be canceled and destroyed by the Paying Agent and shall not be reissued.

Notwithstanding the provisions of subsection (a) above, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Holders of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Execution of Bonds. Pursuant to Section 11-55-103, C.R.S., the President, the Secretary and Treasurer shall each file with the Secretary of State his or her manual signature certified under oath. Thereafter, each of the Bonds shall be signed and executed in the name of the GID with the manual or facsimile signature of the President, countersigned with the manual or facsimile signature of the Treasurer, and attested with the manual or facsimile of the signature of the Secretary. The seal of the GID or a facsimile thereof shall be affixed to each Bond. The Bonds bearing the signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the GID (subject to the requirement of authentication by the Registrar as hereinafter provided), notwithstanding that before the delivery thereof and payment therefor any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Any officer herein authorized or permitted to sign any Bond at the time of its execution and of the execution of a signature certificate may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon the Bond. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the manual signature of the Registrar (or a duly authorized officer thereof), and such certificate of authentication of the Registrar upon any Bond shall be the only competent evidence that such Bond has been duly issued and delivered.

Lost, Stolen, Destroyed or Mutilated Bonds. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence or information relating thereto, appropriate indemnification, and such reimbursement for expenses as it may reasonably require, register and deliver to the Holder thereof a replacement for such Bond bearing a number not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar shall direct the Paying Agent to pay such Bond in lieu of replacement.

Registration, Transfer and Exchange. Records for the registration and transfer of the Bonds shall be kept by the Registrar. A Bond shall be fully transferable by the Holder thereof in person or by such Holder's duly authorized attorney on the registration records kept at the office of the Registrar upon presentation of the Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon the surrender for transfer of any Bond at the Principal Corporate Trust Office, duly endorsed for transfer or accompanied by an assignment (in form satisfactory to the Registrar) duly executed by the Holder or such Holder's attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, bearing a number

or numbers not contemporaneously outstanding. Bonds may be exchanged at the Principal Corporate Trust Office for an equal aggregate principal amount of Bonds of other Authorized Denominations. The Registrar may require the owner or transferee to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange, and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charges shall be levied in the case of an exchange resulting from the redemption of a portion of a Bond. The Registrar shall not be required to transfer or exchange (i) any Bond during the period beginning on and including the 15th day before the date of the mailing by the Registrar of a notice of redemption of Bonds and ending at the close of business on the date such notice is mailed, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for redemption, except the unredeemed portion of any Bond redeemed in part as herein provided. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for replacement as provided herein, such Bond shall be promptly canceled and destroyed by the Paying Agent or Registrar, as the case may be, and a certificate of such destruction shall be prepared by the Paying Agent or Registrar.

The person in whose name a Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes and neither the GID, the Paying Agent nor the Registrar shall be affected by any notice to the contrary. Payment of principal of, premium, if any, and interest on any Bond shall be made only to or upon the written order of the Holder thereof or such Holder's legal representative (except as provided above for the payment of interest to the Holder as of the Record Date or a Special Record Date). All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

The foregoing provisions of this Section are subject to the provisions of Section 2.09 hereof.

Bonds as Negotiable Instruments. Subject to the registration provisions hereof, the Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Holder or Holders thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code - Negotiable Instruments and the Uniform Commercial Code - Investment Securities.

Book Entry System. Notwithstanding the provisions of Sections 2.02 and 2.07 hereof, the Bonds shall initially be evidenced by one Bond for each year in which Bonds mature in denominations equal to the aggregate principal amount of the Bonds maturing in that year or as otherwise required by the securities depository for the Bonds. Such initially delivered Bonds shall be registered in the name of "Cede & Co.," as nominee for The Depository Trust Company ("DTC"), the securities depository for the Bonds. So long as the Bonds are held by DTC, the Paying Agent, the Registrar and the GID may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of, premium, if any, and interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to the Holders under this Ordinance,

registering the transfer of such Bonds, obtaining any consent or other action to be taken by the Holders and for all other purposes whatsoever, and neither the Paying Agent, the Registrar nor the GID shall be affected by any notice to the contrary. Neither the Paying Agent, the Registrar nor the GID shall have any responsibility or obligation to any DTC participant or indirect participant, any beneficial owner of the Bonds, or any other person which is not shown on the registration records of the Registrar as being a Holder with respect to the accuracy of any records maintained by DTC or any DTC participant or indirect participant; the payment by DTC or any DTC participant or indirect participant of any amount in respect of the Bonds; any notice which is permitted or required to be given to the Holders under this Ordinance; the selection by DTC or any DTC participant or indirect participant of any person to receive payment in the event of a partial redemption of the Bonds or any consent given or other action taken by DTC as owner. After such initial issuance of the Bonds, the Bonds may not thereafter be transferred or exchanged except:

to any successor of DTC or its nominee, which successor must be both a “clearing corporation” as defined in Section 4-8-102(5), C.R.S., and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended; or

upon the resignation of DTC or a successor or new depository under paragraph (a) or this paragraph b, or a determination by the GID that DTC or such successor or new depository is no longer able to carry out its functions, and the designation by the GID of another depository institution, which new depository institution must be both a “clearing corporation” as defined in Section 4-8-102(5), C.R.S., and a qualified and registered if clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of DTC or such successor or new depository; or

upon the resignation of DTC or a successor or new depository under paragraph (a) or paragraph (b), or a determination by the GID that DTC or such successor or new depository is no longer able to carry out its functions, and the failure by the GID, after reasonable investigation, within 90 days thereafter to locate another qualified depository institution under paragraph (b) to carry out such depository functions or upon a determination by the GID that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain Bond certificates, and the delivery by the GID of written notice thereof to the Registrar and the Paying Agent.

In the case of a transfer to a successor of DTC or its nominee as referred to in paragraph (a) above or designation of a new depository pursuant to paragraph (b) above, upon receipt of the Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under paragraph (c) above and, if applicable, the failure after reasonable investigation within 90 days thereafter to locate another qualified depository institution for the Bonds as provided in paragraph (c) above, and upon receipt of the Bonds by the Registrar, together with written instructions for

transfer satisfactory to the Registrar, new Bonds shall be issued in Authorized Denominations, as provided in Section 2.02 hereof, registered in the names of such persons and in such Authorized Denominations as are requested in such written transfer instructions; provided, however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

The GID, the Registrar and the Paying Agent shall endeavor to cooperate with DTC or any successor or new depository named pursuant to paragraph (a) or (b) above in effectuating payment of the principal of, premium, if any, and interest on the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

Upon any partial redemption of any of the Bonds, Cede & Co. (or its successor) in its discretion may request the GID to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

Form of Bond; Recital. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the form set forth in Appendix A attached hereto and by this reference incorporated herein, with such omissions, insertions, endorsements and variations as may be required by the circumstances, be required or permitted by this Ordinance, or necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto. Pursuant to 11-57-210, C.R.S., the Bonds shall contain a recital that they are issued pursuant to the Supplemental Act, which recital shall conclusively impart full compliance with all of the provisions of the Act, and all Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

DELIVERY OF BONDS; FUNDS AND ACCOUNTS

Delivery of Bonds; Application of Proceeds. When the Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser upon receipt of the agreed purchase price. The proceeds realized by the GID from the sale of the Bonds (net of the Purchaser's discount) shall be applied as follows:

an amount equal to interest on the Bonds from the date of issuance to the date set forth in the Sale Certificate, shall be deposited to the Bond Fund;

unless a Reserve Fund Letter of Credit is provided to the GID upon delivery of the Bonds, an amount equal to the Reserve Requirement shall be deposited in the Reserve Fund; and

the remainder of such proceeds shall be deposited in the Construction Fund.

Construction Fund. There is hereby created a special fund to be held by the Treasurer to be designated as the "Rimrock Marketplace Construction Fund." All money in the Construction Fund shall be applied by the GID for the payment of the cost (as defined in the Act) of the acquisition and improvement of the Project, which includes the payment of the costs of issuance of the Bonds, all in accordance with the Financing Agreement. The amount of any income realized from the investment of the money in the Construction Fund shall be retained in the Construction Fund or, at the option of the GID, transferred to the Rebate Fund. When the acquisition and improvement of the Project have been completed, the GID shall either (i) transfer any remaining balance of money in the Construction Fund to the Bond Fund or (ii) retain such balance in the Construction Fund to be applied for the payment of the cost of any additional projects permitted by the Act and agreed to by the GID and the Developer pursuant to the Financing Agreement. Any such moneys transferred to the Bond Fund shall be credited against the interest due on the Assessments, as provided in the Assessment Ordinance.

Bond Fund. There is hereby created a special account to be held by the Treasurer and to be designated as the "Rimrock Marketplace Bond Fund." The Treasurer is authorized, empowered and directed, and it shall be his or her duty, to receive, collect and enforce the payment of all Assessments made and levied for the Project, and all installments thereof and all interest and penalties thereon, as provided by law and as prescribed by the Assessment Ordinance, and to pay and disburse said payments, the installments thereof and the interest and penalties thereon, to the person or persons entitled thereto pursuant to the provisions of this Ordinance, the Financing Agreement and the Act. All moneys received from the Assessments, including principal and interest and all penalties thereon, and all other amounts specified by this Ordinance shall be deposited in the Bond Fund (except to the extent required to replenish the Bond Reserve Fund). All moneys deposited in the Bond Fund shall be used as soon as the funds are available for the purpose of paying or prepaying the principal of and the interest and redemption premiums, if any, on the Bonds as they become due and payable, and (except as provided herein and in the Financing Agreement) for no other purpose whatsoever, and the Bond Fund is hereby pledged as security for such purposes. Interest and other earnings or gain on moneys in the Bond Fund shall (i) prior to the completion of the acquisition and improvement of the Project (including any additional projects pursuant to Section 3.02 hereof) but in no event later than December 1, 2004, be transferred quarterly to the Construction Fund, and (ii) after such completion, be retained in the Bond Fund.

Notwithstanding the foregoing, on December 1 of each year, commencing December 1, 2003, (after the Treasurer has paid the principal of and the interest and redemption premiums, if any, on the Bonds due and payable on such December 1) the Treasurer shall determine the amount of Excess Revenues that are anticipated in the sole discretion of the Treasurer to be needed for Administration Costs and Contingencies and shall transfer such amount to the Administration Fund. Any Excess Revenues not so transferred to the Administration Fund shall remain in the Bond Fund and shall be applied as Assessment Credits. The Bonds and the interest thereon shall be payable from the Bond Fund, which shall contain the receipts upon the collection of the Assessments and the remainder of the Trust Estate.

This section does not prevent the GID from amending this Ordinance, the Assessment Ordinance or any other documents executed in connection with the Bonds to provide for other uses of Excess Revenues in connection with a refunding of the Bonds. The owners of the property assessed in the District have no entitlement to payment of Excess Revenues in the event of such an amendment.

Reserve Fund.

There is hereby created a special fund to be held by the Treasurer to be designated as the "Rimrock Marketplace Bond Reserve Fund."

Whenever there is a deficiency in the Bond Fund, the deficiency shall be paid from amounts in the Bond Reserve Fund. The Bond Reserve Fund shall be a continuing reserve to secure the payment of the Bonds by meeting possible deficiencies in the payment of the principal of and the interest on the Bonds resulting from the failure to deposit into the Bond Fund sufficient funds to pay the principal and interest on the Bonds as the same become due. The GID hereby pledges the Bond Reserve Fund for such purpose.

The Bond Reserve Fund will be used as additional security for the Bonds to pay any principal and interest on the Bonds when due, if the payments of the Assessment Installments are insufficient for that purpose.

Except as otherwise provided in paragraph (e), all amounts in the Bond Reserve Fund in excess of the Reserve Requirement derived from interest earned on amounts in the Bond Reserve Fund or otherwise shall be applied to the following in the following order of priority:

First, when needed to pay the principal of and interest on the Bonds then due to the extent not provided from Bond proceeds or from the Assessment Installments and interest. Interest used under this clause to pay the principal of and interest on the Bonds shall be applied before a withdrawal is made from the balance in the Bond Reserve Fund.

Second, when needed for transfer to the Administration Fund to pay Administration Costs.

Third, prior to the completion of the acquisition and improvement of the Project (including any additional projects pursuant to Section 3.02 hereof), to be transferred to the Construction Fund.

Fourth, on December 1 of each year, commencing December 1, 2003, to be transferred to the Bond Fund and applied as Assessment Credits.

If because of any delinquent Assessment an amount is withdrawn from the Bond Reserve Fund to pay the principal of or interest on the Bonds, and that Assessment is later paid in whole or in part (or amounts are received at a foreclosure sale or otherwise as a result of enforcing the payment of such delinquent Assessment), to the extent

available from that payment of the delinquent Assessment (including penalty and interest but after payment of costs of collection), an amount equal to the amount necessary to restore the Bond Reserve Fund to the Reserve Requirement, shall be paid to the Bond Reserve Fund from the payment of the delinquent Assessment.

The Developer may at any time or from time to time cause to be deposited a Reserve Fund Letter of Credit in the Bond Reserve Fund in full or partial satisfaction of the Reserve Requirement. The Developer may also at any time cause to be substituted (i) a Reserve Fund Letter of Credit for cash or investments, or (ii) cash or investments for a Reserve Fund Letter of Credit, so long as the amount on deposit in the Bond Reserve Fund after such substitution is at least equal to the Bond Reserve Requirement. In the event the Developer shall initially cause to be deposited a Reserve Fund Letter of Credit in the Bond Reserve Fund or shall cause to be substituted a Reserve Fund Letter of Credit for cash or investments, the amount on deposit in the Bond Reserve Fund represented thereby shall be that amount available to be drawn pursuant to such Reserve Fund Letter of Credit at the time of calculation. If a Reserve Fund Letter of Credit is substituted for cash or investments such cash or investments shall be used by the GID to pay costs of the Project or if all costs of the Project have been paid, then for other legal purposes of the GID. Such substitution shall not be made unless the GID has received an opinion of Bond Counsel to the effect that such substitution and the intended use by the GID of the cash or investments to be released from the Bond Reserve Fund will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

Any Reserve Fund Letter of Credit shall be issued by a commercial bank or other financial institution which is satisfactory to the GID in its sole discretion, and shall have a term of at least one year. The Reserve Fund Letter of Credit shall permit the GID to make a drawing thereunder on any Business Day for the same or next day Business Day payment, upon proper demand. The GID shall be permitted to make a drawing under the Reserve Fund Letter of Credit in the event moneys in the Bond Fund are insufficient to pay in full the Debt Service Requirements of the Bonds when due, whether on an interest payment date, redemption date, maturity date or otherwise. In addition, if by the fifteenth day prior to the expiration of the Reserve Fund Letter of Credit, the GID has not received evidence satisfactory to it that either (i) such Reserve Fund Letter of Credit has been extended, or (ii) a new Letter of Credit will be substituted for such Reserve Fund Letter of Credit satisfying the provisions of this Section, the GID shall be permitted to make a drawing of the entire stated amount of the Reserve Fund Letter of Credit not later than the second Business Day prior to the expiration date of such Reserve Fund Letter of Credit.

As a condition to acceptance by the GID of a Reserve Fund Letter of Credit hereunder, the Developer shall cause to be delivered to the GID, concurrently with the delivery of the Reserve Fund Letter of Credit, the following:

- (1) an opinion of counsel acceptable to the GID, addressed to the GID, stating, among other things, that the Reserve Fund Letter of Credit constitutes a legal, valid and binding obligation of the provider thereof, enforceable in accordance with

its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors and by general principles of equity, and such other exceptions as may be acceptable to the GID;

(2) an opinion of Bond Counsel, addressed to the GID, to the effect that the delivery of the Reserve Fund Letter of Credit is permitted under this Ordinance and will not adversely affect the exclusion of interest on the Bonds from the gross income of the owners of the Bonds for federal income tax purposes; and

(3) an opinion of counsel acceptable to the GID, addressed to the GID, to the effect that the delivery of the Reserve Fund Letter of Credit will not subject the Bonds or the Reserve Fund Letter of Credit to the registration requirements of the Securities Act of 1933, as amended, or this Ordinance to qualification under the Trust Indenture Act of 1939, as amended.

Not less than 15 days prior to the expiration of the Reserve Fund Letter of Credit then in effect, the Developer shall arrange for the extension of the Reserve Fund Letter of Credit then in effect or for the substitution for the Reserve Fund Letter of Credit then in effect a new Letter of Credit. The GID agrees to accept any such extended or new Letter of Credit; provided, however, that any such extended or new Letter of Credit shall (i) commence not later than the date of expiration of the Reserve Fund Letter of Credit to be replaced or extended and be irrevocable for a term of not less than one year, (ii) provide for drawings thereunder and the reinstatement thereof in the same manner as the Reserve Fund Letter of Credit to be replaced or extended and (iii) be issued by a commercial bank or other financial institution which is satisfactory to the GID in its sole discretion. The GID shall also receive the opinions of counsel of the type referred to above in this Section required to be delivered in the connection with the original Reserve Fund Letter of Credit. If at least 15 days prior to the expiration of the Reserve Fund Letter of Credit then in effect the GID has not received evidence satisfactory to it that the Reserve Fund Letter of Credit then in effect has been extended or a new Letter of Credit will be substituted for the Reserve Fund Letter of Credit then in effect, the GID shall make a drawing of the full amount available under the Reserve Fund Letter of Credit then in effect not later than the second Business Day prior to such expiration date and shall deposit the proceeds of such drawing in the Bond Reserve Fund.

Administration Fund. There is hereby created a special account to be held by the Treasurer and designated “Rimrock Marketplace Administration Fund.” Amounts in the Administration Fund shall be used to pay Administration Costs and Contingencies.

Rebate Fund. There is hereby created a special account to be held by the Treasurer and designated “Rimrock Marketplace Rebate Fund.” There shall be deposited into the Rebate Fund any amounts paid by the GID for deposit therein. The Rebate Fund shall be held by the Treasurer, but such Fund and the moneys therein shall not constitute part of the Trust Estate. Notwithstanding any other provision of this Ordinance or of the Financing Agreement, any investment income or other earnings or gain on moneys in the Construction Fund, the Bond Fund or the Bond Reserve Fund may be transferred to the

Rebate Fund to enable the GID to satisfy the requirements of Section 148(f) of the Code. Moneys in the Rebate Fund shall be paid to the United States of America by the GID in the amounts and at the times required by the Code. Any excess moneys contained in the Rebate Fund shall be transferred to the Bond Fund. Upon payment of all amounts due to the United States of America pursuant to Section 148 of the Code, any moneys remaining in the Rebate Fund shall be transferred to the GID's general fund.

Investment of Moneys in Funds and Accounts. Amounts in all of the funds and accounts established pursuant to the Ordinance may be invested by the GID in securities that are permitted investments for GID funds under the laws of the State of Colorado. Investment income is to remain in such funds and accounts unless otherwise provided herein.

PLEDGE OF TRUST ESTATE; ENFORCEMENT OF ASSESSMENTS

Pledge of Trust Estate. The Trust Estate is hereby irrevocably pledged to and shall be used for the punctual payment of the principal of, premium, if any, and interest on the Bonds, and for payment of the continuing costs of the Bonds as set forth in Section 3.03 hereof, and the Trust Estate shall not be used for any other purpose while any of the Bonds remain outstanding. The pledge of the Assessment Installments shall constitute a first and exclusive lien on the Assessment Installments for the foregoing purposes in accordance with the terms hereof; provided that pursuant to the Act such lien is coequal with the latest lien on the real property in the District to secure the payment of general (ad valorem) taxes.

Enforcement of Assessments. Upon a default in the due and punctual payment of any Assessment Installment due hereunder and under the Assessment Ordinance, the Treasurer promptly (but in no event later than 45 days after the installment due date) shall mark the Assessment Installment delinquent on the assessment roll for the District and shall notify the owner of such delinquent property, if known, in writing of such delinquency, by first class mail, postage prepaid, addressed to such owner's last-known address. The collection of the Assessments shall be enforced by the Treasurer and other officers of the GID as provided in Title 31, Article 25, Part 5, C.R.S., and the assessment roll and certified copy of the Assessment Ordinance shall be prima facie evidence of the regularity of the proceeding.

The Board shall direct the Treasurer to give notice of the sale of the property subject to the lien of the delinquent Assessment Installment, or all of the Assessment with respect to such property if the Board has exercised its option to cause the whole amount of the unpaid Assessment with respect to such property to become due and payable (subject to the provisions of Section 4.03 hereof), and shall sell such property as provided in and pursuant to the Act. In the event that the owner of such property does not prior to the day of sale pay the amount of all delinquent Assessment Installments, with accrued interest thereon and penalties and costs of collection (as further provided in the Assessment Ordinance), and such property is not sold to a third

party purchaser at such sale, the property may be stricken off to the GID and held in trust for the benefit of the District pursuant to the Act.

Upon the sale of real property which is the subject of such delinquent Assessment Installment, or upon the owner of such property paying prior to the day of sale the amount of all delinquent Assessment Installments and accrued interest and penalties thereon, the GID shall deposit such moneys received in the Bond Reserve Fund, if necessary, and then in the Bond Fund.

Action by Holders. Upon a default in the due and punctual payment of an Assessment Installment and if sale proceedings are not promptly filed and diligently prosecuted by the GID, then any Holder may:

file and prosecute a foreclosure action in the name of the GID, and

proceed against the GID to protect and enforce the rights of the Holders under the Act or hereunder by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provisions contained in the Act or herein or in an award of execution of any power granted for the enforcement of any proper legal or equitable remedy as such Holder may deem most effectual to protect and enforce the rights aforesaid.

All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Holders then outstanding. The failure of the Holders so to foreclose upon the property that is the subject of such delinquent Assessment Installment, or so to proceed against the GID, or both, shall not relieve the GID or any of its officers, agents or employees of its duty so to take the actions set forth in Section 4.02.

COVENANTS

Books and Records. The GID covenants for the benefit of the Holders that so long as any of the Bonds remain outstanding, the GID shall keep or cause to be kept true and accurate books of records and accounts showing full and true entries covering the collection and disposition of the Assessment Installments, as well as any delinquencies in the collection thereof, covering deposits in and disbursements from the Construction Fund, the Bond Fund, the Bond Reserve Fund, the Administration Fund and the Rebate Fund, and covering the payment of the principal of, premium, if any, and interest on the Bonds. The GID shall permit an inspection and examination of all records and accounts at all reasonable times by a representative of the Purchaser and any property owner in the District.

Continuing Disclosure. The GID covenants for the benefit of the Holders to comply with the provisions of the Continuing Disclosure Certificate in substantially the form presented to the Board at this meeting with only such changes therein, if any, as are not inconsistent herewith. The President is hereby authorized and directed to execute the Continuing Disclosure Certificate and the Secretary is hereby authorized and directed

to affix the seal of the GID thereon and to attest the Continuing Disclosure Certificate. As a condition precedent to the issuance of the Bonds, the Developer shall execute and deliver the Developer's Continuing Disclosure Certificate in substantially the form presented to the Board at this meeting with only such changes therein, if any, as are not inconsistent herewith. The Developer's Continuing Disclosure Certificate shall provide that any Bondholder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to cause the Developer to comply with its obligations thereunder.

Tax Covenants. The GID covenants for the benefit of the Holders of the Bonds that it shall not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the GID or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code, except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the GID in fulfilling the above covenant under the Code have been met.

Notwithstanding any provision of this Section 5.03, if the GID shall obtain an Opinion of Counsel that any specified action required under this Section 5.03 is no longer required or that some further or different action is required to maintain the tax-exempt status of interest on the Bonds, the GID may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

THE REGISTRAR AND PAYING AGENT

Appointment of Registrar and Paying Agent. Wells Fargo Bank West, National Association is hereby appointed as Registrar and Paying Agent for the Bonds for the purpose of paying the interest on and principal of and redemption premiums, if any, on the Bonds presented for payment at the Principal Corporate Trust Office, with the rights and obligations provided herein.

Notwithstanding the foregoing, the Treasurer may elect to serve as Registrar and/or Paying Agent. It shall not be required that the same institution or person serve as both Registrar and Paying Agent hereunder, but the GID shall have the right to have the same institution or person serve as both Registrar and Paying Agent hereunder.

Removal of Registrar or Paying Agent. The GID may, upon not less than fourteen (14) days prior written notice (which notice may be waived by the Registrar or Paying Agent), remove the Registrar or Paying Agent initially appointed and any

successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided that any such successor shall be either (i) the Treasurer or (ii) a bank or trust company subject to supervision or examination by federal or state authority.

Resignation of Registrar or Paying Agent. The Registrar or Paying Agent may at any time resign by giving fourteen (14) days prior written notice of such resignation to the GID and mailing to the Holders notice of such resignation. Upon receiving such notice of resignation, the GID shall promptly appoint a successor Registrar or Paying Agent (which may be the Treasurer) by an instrument in writing. No resignation or removal of the Registrar or Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Registrar or Paying Agent or both, as the case may be. If, within thirty (30) days after notice of the removal or resignation of the Registrar or Paying Agent no successor shall have been appointed and shall have accepted such appointment, the Treasurer shall become the Registrar and/or Paying Agent and shall so notify the Holders in writing.

Compensation of Registrar and Paying Agent. The GID shall from time to time, subject to any agreement between the GID and the Registrar and/or Paying Agent then in force, pay to the Registrar and/or Paying Agent compensation for its services and reimburse the Registrar and/or Paying Agent for all its advances and expenditures. Such payments shall be made from the Administration Fund.

Merger or Consolidation. Any bank or trust company into which the Registrar or Paying Agent may be merged or converted or with which it may be consolidated or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or trust company to which the Registrar or Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank or trust company shall be eligible under Section 6.02 shall be the successor to such Registrar or Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

AMENDMENT OF ORDINANCE

Amendment with Consent of Holders. This Ordinance may be amended or supplemented by Supplemental Ordinance adopted by the Board, without the receipt by the GID of any additional consideration, with the written consent of the Holders of not less than sixty per cent (60%) of the Bonds outstanding at the time of the adoption of such Supplemental Ordinance, provided, however, that no Supplemental Ordinance shall have the effect of permitting:

An extension of the maturity of any Bond authorized by this Ordinance; or

A reduction in the principal amount of any Bond or the rate of interest thereon; or

The creation of a lien upon or a pledge of property, revenues or funds, ranking prior to the liens or pledges created by this Ordinance; or

A reduction of the principal amount of Bonds required for consent to such Supplemental Ordinance; without the express written consent of the Holder of each Bond affected by such Supplemental Ordinance.

Amendments Without Consent of Holders. The GID may, without the consent of or notice to the Holders, adopt any Supplemental Ordinance which shall thereafter form a part hereof, for any one or more of the following purposes, and only to the extent permitted by law and after receipt of an approving Opinion of Counsel; provided that such purpose shall not materially adversely affect the interests of the Holders:

to add to the agreements and covenants required herein to be performed by the GID, other agreements and covenants thereafter to be performed by the GID, or to surrender any right or power reserved herein to or conferred herein on the GID;

to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder that the GID may deem desirable or necessary and not inconsistent herewith or to make any provision necessary or desirable due to a change in law;

to add to the agreements and covenants required herein, such agreements and covenants as may be necessary to qualify the Ordinance under the Trust Indenture Act of 1939;

to pledge additional revenues, properties or collateral as security for the Bonds;

to grant or confer upon the Registrar or Paying Agent for the benefit of the Holders any additional rights, remedies, power or authorities that may lawfully be granted to or conferred upon the Holders; or

for the purpose of providing for the issuance of Refunding Bonds.

Disqualified Bonds. Bonds owned or held by or for the account of the GID shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided in this article, and shall not be entitled to consent to or take any other action provided in this article.

Endorsement or Replacement of Bonds After Amendment. After the effective date of any action taken as provided in this Article VII, the GID may determine that the Bonds may bear a notation by endorsement in form approved by the GID as to such action, and in that case upon demand of the Holder of any Outstanding Bonds and presentation of his Bond for such purpose at the Principal Corporate Trust Office, a suitable notation as to such action shall be made on such Bond. If the GID shall so determine, new Bonds so modified as, in the opinion of the GID, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Holder of any Outstanding Bond a new Bond or Bonds shall be exchanged at the

Principal Corporate Trust Office without cost to each Holder for its Bond or Bonds then Outstanding upon surrender of such Outstanding Bonds.

Amendment by Mutual Consent. The provisions of this article shall not prevent any Holder from accepting any amendment as to the particular Bonds held by such Holder, provided that due notation thereof is made on such Bonds.

DEFEASANCE

Discharge of Bonds.

If the GID shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Outstanding Bonds the interest thereon and the principal thereof and the redemption premiums, if any, thereon at the times and in the manner stipulated herein and therein, then the Holders of such Bonds shall cease to be entitled to the pledge of and charge and lien upon the Trust Estate as provided herein, and all agreements, covenants and other obligations of the GID to the Holders of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall execute and deliver to the GID all such instruments as may be necessary or desirable to evidence such discharge and satisfaction. Upon discharge of the Bonds, any (i) Reserve Fund Letter of Credit deposited by the Developer pursuant to Section 3.04 (e), (ii) cash and investments deposited by the Developer as replacement of a Reserve Fund Letter of Credit and remaining in the Reserve Fund, and (iii) cash remaining in the Reserve Fund which are amounts paid into the Reserve Fund to restore the same pursuant to Section 3.04 (d) and constitute the restoration of amounts drawn originally under a Reserve Fund Letter of Credit, shall be promptly returned to the Developer.

Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if (1) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the GID shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 2.04, (2) there shall have been deposited with the Paying Agent either (A) money in an amount which shall be sufficient or (B) Government Obligations that are not subject to redemption prior to maturity (including any such Government Obligations issued or held in book-entry form on the books of the Treasury of the United States of America) the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Paying Agent at the same time, shall be sufficient, as set forth in a written report of an Independent Certified Public Accountant, to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and redemption premiums, if any, on such Bonds, and (3) in the event such Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the GID shall have given the Paying Agent in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Holders of such Bonds that the deposit required by clause

(2) above has been made with the Paying Agent and that such Bonds are deemed to have been paid in accordance with this section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and redemption premiums, if any, on such Bonds. If a forward supply contract is employed in connection with such defeasance of the Bonds, (i) the written report of the Independent Certified Accountant shall expressly state that the adequacy of the escrow to accomplish the defeasance relies solely on the initial escrowed investments and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (ii) the applicable escrow agreement shall provide that in the event of any discrepancy or difference among the terms of the forward supply contract and the escrow agreement and this Ordinance, the terms of the escrow agreement and this Ordinance shall be controlling.

Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds that remains unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Paying Agent at such date, or for two (2) years after the date of deposit of such money if deposited with the Paying Agent after the date when such Bonds have become due and payable, shall be repaid by the Paying Agent to the GID as its absolute property free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Holders shall not look to the Paying Agent for the payment of such Bonds; provided, however, that before being required to make any such payment to the GID, the Paying Agent may, and at the request of the GID shall, at the expense of the GID, cause to be published once a week for two (2) successive weeks in a financial newspaper of general circulation in Grand Junction, Colorado and in the same or a similar financial newspaper of general circulation in New York, New York, a notice that such money remains unclaimed and that, after a date named in such notice, which date shall not be less than thirty (30) days after the date of the first publication of each such notice, the balance of such money then unclaimed will be returned to the GID.

MISCELLANEOUS

Liability of GID Limited. Notwithstanding anything contained herein, the GID shall not be required to advance any money derived from any source other than the Trust Estate as provided herein for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds or for the performance of any agreements or covenants herein contained. The GID may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose without incurring any indebtedness.

The Bonds are limited obligations of the GID and are payable, as to interest thereon, principal thereof and any premiums upon the redemption of any thereof, solely from the Trust Estate as provided herein, and the GID is not obligated to pay them except from the Trust Estate. All the Bonds are equally secured by a pledge of and

charge and lien upon the Trust Estate, and the Trust Estate constitutes security for the payment of the interest on and principal of and redemption premiums, if any, on the Bonds as provided herein.

Benefits of the Ordinance Limited. Nothing contained herein, expressed or implied, is intended to give to any person other than the GID, the Paying Agent, and the Holders any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the GID or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Paying Agent, and the Holders.

Successor Is Deemed included In All References To Predecessor. Whenever herein either the GID or any member, officer or employee thereof or of the State is named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions with respect to the District that are presently vested in the GID or such member, officer or employee, and all agreements and covenants required hereby to be performed by or on behalf of the GID or any member, officer or employee thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Execution of Documents by Holders. Any declaration, request or other instrument that is permitted or required herein to be executed by Holders may be in one or more instruments of similar tenor and may be executed by Holders in person or by their attorneys appointed in writing. The fact and date of the execution by any Holder or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any Bonds and the amount, maturity, number and date of holding the same may be proved by the registration books relating to the Bonds at the Principal Corporate Trust Office.

Any declaration, request or other instrument or writing of the Holder of any Bond shall bind all future Holders of such Bond with respect to anything done or suffered to be done by the GID in good faith and in accordance therewith.

Acquisition of Bonds by GID. All Bonds acquired by the GID, whether by purchase or gift or otherwise, shall be surrendered to the Paying Agent for cancellation.

Destruction of Canceled Bonds. Whenever provision is made for the return to the GID of any Bonds which have been canceled pursuant to the provisions hereof, the GID may, by a Written Request of the GID, direct the Paying Agent to destroy such Bonds and furnish to the GID a certificate of such destruction.

Content of Certificates. Every Certificate of the GID with respect to compliance with any agreement, condition, covenant or provision provided herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or provision has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or provision has been complied with.

Any Certificate of the GID may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters or information in the possession of the GID, upon a representation by an officer or officers of the GID unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based is erroneous, or in the exercise of reasonable care should have known that the same was erroneous; provided that nothing herein shall be deemed to require the counsel rendering any such opinion to conduct an independent investigation of factual matters contained in any such representation.

Accounts and Funds; Business Days. Any account or fund required herein to be established and maintained by the GID may be established and maintained in the accounting records of the GID either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with the Tax Certificate and sound government accounting practice and with due regard for the protection of the security of the Bonds and the rights of the Holders. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

Article and Section Headings and References. The headings or titles of the several articles and sections hereof appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to the Ordinance as a whole and not to any particular article, section, subdivision or clause hereof.

Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the GID or the

Paying Agent shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Bonds, and the Holders shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The GID hereby declares that it would have executed and delivered the Ordinance and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

No Recourse Against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the GID acts in good faith, no civil recourse shall be available against such Board member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the GID, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

Governing Law. This Ordinance shall be governed by and construed in accordance with the laws of the State of Colorado. Any action brought to enforce the GID's obligations pursuant to this Ordinance shall be brought in the District Court in and for the County of Mesa, State of Colorado.

Authorizations. The form, terms and provisions of the Bond Purchase Contract are approved and the GID shall enter into the Bond Purchase Contract in substantially the form of such document presented to the Board at this meeting, with only such changes therein, if any, as are approved by the President, such approval to be evidenced by the execution of the Bond Purchase Contract by the President. The President is hereby authorized and directed to execute and deliver the Bond Purchase Contract, provided that the Bond terms and details are consistent with this Ordinance.

The officers of the GID are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing:

The printing of the Bonds, including, without limitation, the printing of such additional blank bond certificates as shall be required by the Registrar, and

The printing and distribution of the Preliminary Official Statement in substantially the form presented to the Board at this meeting with such amendments, additions and deletions as are in accordance with the facts and not inconsistent herewith, and the final official statement for the Bonds in substantially the form of the Preliminary

Official Statement, but with such amendments, additions and deletions as are in accordance with the facts and not inconsistent herewith; and

The execution of such certificates as may be reasonably required by the Purchaser, relating, *inter alia*, to the signing and registration of the Bonds, the tenure and identity of the officials of the Board and the GID, the delivery of the Bonds, the receipt of the purchase price for the Bonds, the exemption of interest on the Bonds from federal and state income taxation, and if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof. It shall be the duty of the proper officers of the GID to hereafter take all action necessary for the GID to comply with the provisions of the Act, as hereafter amended and supplemented from time to time.

Subject to the requirements of this Ordinance, the Treasurer is authorized and directed to execute and deliver the Sales Certificate and to determine in the Sales Certificate the rate of interest on the Bonds, the dates on which and prices at which Bonds may be called for redemption, the price at which the Bonds will be sold, the total principal amount of the Bonds and the amount of principal maturing on each date. The Treasurer shall also confirm in the Sales Certificate the dated date of the Bonds and the amount to be initially deposited to the Reserve Fund. The Treasurer is authorized to deem the Preliminary Official Statements final for purposes of SEC Rule 15c2-12.

Repeal of Inconsistent Provisions. Ordinance No. 3479 is repealed. Additionally, all ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This Section shall not be construed to revive any ordinance, resolution or order, or part thereof, heretofore repeated.

Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the GID and the owner or owners of the Bonds; and this Ordinance, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

Effective Date, Recording and Authentication. This ordinance shall be in full force and effect 30 days after publication following final passage. This ordinance, as adopted by the Board, shall be numbered and recorded by the Secretary in the official records of the District. The adoption and publication shall be authenticated by the signatures of the President of the Council as the ex officio President of the Board and City Clerk as the ex officio Secretary of the Board, and by the certificate of publication.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM ON APRIL 16, 2003.

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED
PUBLISHED IN PAMPHLET FORM ON MAY 7, 2003.

CITY OF GRAND JUNCTION
RIMROCK MARKETPLACE GENERAL
IMPROVEMENT DISTRICT

(SEAL)

/s/: Jim Spehar
President

Attest:

/s/: Stephanie Tuin
Secretary

APPENDIX A

(Form of Bond)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the GID or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF COLORADO
MESA COUNTY
CITY OF GRAND JUNCTION RIMROCK MARKET PLACE
GENERAL IMPROVEMENT DISTRICT

NO. R-__

\$ _____

RIMROCK MARKETPLACE
SPECIAL IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT BOND
SERIES 2003

Interest Rate

Maturity Date

Dated as of

CUSIP Number

__% per annum

_____, 2003

REGISTERED OWNER CEDE & CO.

PRINCIPAL AMOUNT

DOLLARS

City of Grand Junction Rimrock Market Place General Improvement District (the “GID”), for value received, hereby promises to pay, out of funds available for that purpose as hereinafter set forth, to the registered owner specified above or registered assigns the principal amount specified above on the maturity date specified above (unless this Bond shall have been called for prior redemption, in which case on such redemption date) and to pay solely from such available funds interest hereon at the interest rate per annum specified above, said interest being payable on June 1 and December 1 in each year, commencing December 1, 2003. This Bond shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from the date of this Bond. Both principal and interest are payable in lawful money of the United States of America without deduction for exchange or collection charges. The principal of this Bond shall be payable to the person in whose

name this Bond is registered (the “registered owner”) on the registration records maintained by the registrar of the GID, presently Wells Fargo Bank West, National Association in Denver, Colorado (the “Registrar”), upon presentation and surrender of this Bond as it becomes due. The interest hereon shall be paid by check mailed by the paying agent of the GID, presently Wells Fargo Bank West, National Association in Denver, Colorado (the “Paying Agent”), on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the registered owner at his or her address as it last appears on the registration records kept for that purpose by the Registrar on the fifteenth day of the calendar month preceding the calendar month in which such interest payment date occurs or on a special record date established by the Registrar for the payment of defaulted interest. Alternative means of payment of interest may be used if mutually agreed to between the registered owner of this Bond and the Paying Agent. If, upon presentation and surrender to the Paying Agent at maturity or prior redemption, payment of this Bond is not made as herein provided, interest hereon shall continue at the same rate per annum until the principal hereof is paid in full. Interest on this Bond shall be calculated based on a 360-day year consisting of twelve 30-day months.

This Bond is one of a series of bonds designated as the “Rimrock Marketplace Special Assessment Bonds, Series 2003” (the “Bonds”) issued by the GID in the aggregate principal amount of \$3,980,000 for the purpose of providing funds to pay the cost and expenses of acquiring and improving a streets, sanitary sewers, storm sewers, and water mains (the “Project”) within the Rimrock Marketplace Special Improvement District (the “District”). The Bonds have been authorized and issued pursuant to an ordinance (the “Ordinance”) duly adopted by the GID Board and the Parts 5 and 6 of Article 25 of Title 31 and Part 2 of Article 57 of Title 11, Colorado Revised Statutes (the “Act”). Pursuant to Section 11-57-210, Colorado Revised Statutes, this recital shall be conclusive evidence of the validity and regularity of the issuance of the Bonds after their delivery for value.

[The Bonds are subject to redemption at the caption of the GID from any legally available funds on any interest payment date in whole, or in part from any maturities, in any order of maturity and by lot within a maturity in such a manner as the GID may determine, at a price equal to 100% of the principal amount of each Bond, or portion thereof, so redeemed, and accrued interest thereon to the redemption date, plus a premium computed in accordance with the following schedule:

<u>Redemption Period</u>	<u>Redemption Premium</u>
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

The Bonds maturing _____ 1, ____ are subject to mandatory sinking fund redemption as provided in the Ordinance at a redemption price equal to 100% of the

principal amount thereof plus accrued interest to the redemption date. The Bonds to be so redeemed shall be selected by lot in such manner as the Registrar shall determine.]

Redemption shall be made upon not less than fifteen days' prior notice by mailing to the registered owner of each Bond to be redeemed at the address shown on the registration records in the manner and upon the conditions provided in the Ordinance.

Upon any partial prior redemption of this Bond, Cede & Co., in its discretion, may request the Registrar to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to payment.

Pursuant to the Ordinance, the payment of the principal of, premium, if any, and interest on the Bonds shall be made from and as security for such payment there is pledged, a special fund designated as the "Rimrock Marketplace Bond Fund" (the "Bond Fund") containing the receipts upon the collection thereof from the special assessments (the "Assessments") levied against and secured by a lien upon the property in the District specially benefited by the Project, which fund shall be used for the full and prompt payment of the Bonds and the interest thereon, and shall be used for no other purpose whatsoever except as permitted by the Ordinance. Whenever there is a deficiency in the Bond Fund, the deficiency must be paid out of the special fund designated as the "Rimrock Marketplace Bond Reserve Fund" in the priority specified in the Ordinance (the Assessments, the Bond Fund, the Bond Reserve Fund, such other special funds collectively, the "Trust Estate").

Pursuant to the Ordinance, the Trust Estate has been irrevocably pledged to and shall be used for the punctual payment of the principal of, premium, if any, and interest on the Bonds, and for payment of the continuing costs of the Bonds and the Trust Estate shall not be used for any other purpose while any of the Bonds remain outstanding. The pledge of the Assessments shall constitute a first and exclusive lien on the Assessments for the foregoing purposes in accordance with the terms of the Ordinance; provided that pursuant to the Act such lien is coequal with the latest lien on the real property in the District to secure the payment of general (ad valorem) taxes.

The Treasurer shall collect, receive and enforce the payment of all Assessments made and levied for the Project, all interest thereon, and all penalties accrued, as provided by law and in the same manner and at the same time or times as prescribed by the Ordinance, the Financing Agreement and the other proceedings of the GID relating thereto.

*The Bonds are issuable as fully registered Bonds in Authorized Denominations (as defined in the Ordinance). Upon surrender of any Bond at the principal office of the Registrar with a written instrument satisfactory to the Registrar duly executed by the registered owner or his or her duly authorized attorney, and receipt by the Registrar of the fees and charges provided in the Ordinance, such Bond may be

exchanged for an equal aggregate principal amount of Bonds of other Authorized Denominations, subject to the terms and conditions set forth in the Ordinance.*

This Bond is fully transferable by the registered owner hereof in person or by his or her duly authorized attorney on the registration records kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar, and upon the payment of the fees and charges provided in the Ordinance. Upon such transfer a new fully registered Bond or Bonds of Authorized Denomination of the same aggregate principal amount will be issued to the transferee in exchange for this Bond, subject to the terms and conditions set forth in the Ordinance.

The Registrar will not be required to transfer or exchange (i) any Bond during the period beginning at the opening of business fifteen days before the date of the mailing by the Registrar of a notice of redemption of Bonds and ending at the close of business on the date such notice is mailed, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for redemption except the unredeemed portion of any Bond redeemed in part.

The Bonds shall not be transferable or exchangeable, except as set forth in the Ordinance.

The GID, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of making payment (except to the extent otherwise provided hereinabove and in the Ordinance with respect to Record Dates and Special Record Dates for the payment of interest) and for all other purposes, and neither the GID, the Registrar nor the Paying Agent shall be affected by any notice to the contrary.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance may be modified or amended by action of the GID taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things essential to the validity of this Bond exist, have happened and have been done in due time, form and manner as required by law; that the total issue of the Bonds does not exceed the amount authorized by law nor the total unpaid special assessments levied to cover the cost of the Project; that this Bond is issued under the authority of the Act and that this Bond is incontestable for any cause whatsoever.

It is hereby further certified, recited and declared that the proceedings with reference to the Project, the levying of the assessments to pay the cost and expense of the Project and the issuance of the Bonds have been regularly had and taken in compliance with law, and that all prerequisites to the fixing of the assessment lien against the property benefited by the Project and of the liability of the owner or owners of such property therefor have been performed.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the Rimrock Marketplace has caused this Bond to be signed and executed in the name of and on behalf of the GID with the manual or facsimile signature of the President of the GID, to be countersigned with the manual or facsimile signature of the Treasurer, and to be countersigned, subscribed, executed and attested with the manual or facsimile signature of the Secretary, has caused the seal of the GID or a facsimile thereof to be affixed hereon, and has caused this Bond to be dated as of the date specified above.

(For Manual or Facsimile Signature)
President

(For Manual or Facsimile Signature)
Treasurer

(MANUAL OR FACSIMILE SEAL)

Attested:

(For Manual or Facsimile Signature)
Secretary

* Insert only if Bonds are delivered pursuant to paragraph 2.07 of this Ordinance.

** Insert only if Bonds are initially delivered to The Depository Trust Company pursuant to the first paragraph of Section 2.09 of this Ordinance.

(Form of Registrar's Certificate of Authentication)

Date of Registration:

This is one of the Bonds described in the above mentioned Ordinance and this Bond has been duly registered in the registration records kept by the undersigned as Registrar for the Bonds.

Wells Fargo Bank West, National
Association, as Registrar

By _____ (Manual Signature) _____

(End of Form of Registrar's Certificate of Authentication)

**(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance authorizing the issuance of this Bond.

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of DTC</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(End of Form of Prepayment Panel)**

(Form of Assignment Provision)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR ' 240.17 ad-15(a)(2).

Signature Guaranteed:

Address of Transferee:

Social Security or other
identification number of transferee:

(End of Form of Assignment)

STATE OF COLORADO)
)
COUNTY OF MESA) SS.
)
CITY OF GRAND JUNCTION)
RIMROCK MARKETPLACE)
GENERAL IMPROVEMENT DISTRICT)

I, the duly elected, qualified and acting City Clerk of the City of Grand Junction, Colorado and ex officio as Secretary of the City of Grand Junction Rimrock Marketplace General Improvement District (the "District") do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance adopted by the City Council serving ex officio as the Board of Directors of the District (the "Board") at a regular meeting of the Council held at City Hall on May 7, 2003. A quorum of the Board was in attendance at said meeting.

2. That the passage of the Ordinance on first reading was duly moved and seconded at a regular meeting of the Council on April 16, 2003 and the Ordinance was approved on first reading by a vote of not less than four members of the Board as follows:

Those Voting Aye: Harry Butler
Dennis Kirtland
Bill McCurry
Jim Spehar
Janet Terry
Reford Theobald
Cindy Enos-Martinez

Those Voting Nay: None

Those Absent: None

Those Abstaining: None

3. That the passage of the Ordinance on second and final reading was duly moved and seconded at a regular meeting of the Board on May 7, 2003 and the Ordinance was approved on second and final reading by a vote of not less than four members of the Council as follows:

Those Voting Aye:	<u>Harry Butler</u>
	<u>Cindy Enos-Martinez</u>
	<u>Bruce Hill</u>
	<u>Dennis Kirtland</u>
	<u>Bill McCurry</u>
	<u>Gregg Palmer</u>
	<u>Jim Spehar</u>
Those Voting No:	<u>None</u>
Those Abstaining:	<u>None</u>
Those Absent:	<u>None</u>

4. That the Ordinance has been authenticated by the President, sealed with the corporate seal of the District, attested by me as Secretary, and duly recorded in "The Ordinance Book" of the District; and that the same remains of record in "The Ordinance Book" of the District.

5. That notices of the meetings of April 16, 2003 and May 7, 2003, in the forms attached hereto as Exhibit A, were duly given to the Board members and were posted in a designated public place within the boundaries of the District no less than twenty-four hours prior to the meetings as required by law.

6. That the Ordinance was published after first reading in pamphlet form and notice of hearing was published in *The Daily Sentinel*, a daily newspaper published and of general circulation in the City on April 21, 2003 and the Ordinance was published after final adoption in pamphlet form. The affidavit of publication is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District this 9th day of May, 2003.

/s/ Stephanie Tuin
City Clerk ex officio
Secretary of the District

(SEAL)

EXHIBIT A

(Notices of Meeting)

**GRAND JUNCTION CITY COUNCIL
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET
AGENDA**

WEDNESDAY, APRIL 16, 2003, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation - Pastor Jim Hale, Spirit of Life Christian
Fellowship

PROCLAMATIONS

PROCLAIMING APRIL AS "FAIR HOUSING MONTH" IN THE CITY OF GRAND
JUNCTION

PROCLAIMING APRIL 17, 2003 AS "ARBOR DAY" IN THE CITY OF GRAND
JUNCTION

PROCLAIMING MAY 3, 2003 AS "MARINE CORPS LEAGUE DAY" IN THE CITY OF
GRAND JUNCTION

APPOINTMENTS

APPOINTMENTS TO THE HISTORIC PRESERVATION BOARD

APPOINTMENT TO THE COMMISSION ON THE ARTS AND CULTURE

PRESENTATION OF CERTIFICATES OF APPOINTMENT

TO REAPPOINTED MEMBER OF THE COMMISSION ON ARTS AND CULTURE

RECOGNITIONS

PRESENTATION OF PLAQUES FOR OUTGOING COUNCILMEMBERS JANET
TERRY AND REFORD THEOBOLD

SCHEDULED CITIZEN COMMENTS

***** CONSENT CALENDAR *****

1. **Minutes of Previous Meetings**

[Attach 1](#)

Action: Approve the Summary of the March 31, 2003 Workshop and the Minutes of the April 2, 2003 Regular Meeting and the Minutes of the April 9, 2003 Special Meeting

2. **Purchase of Sales Tax System Software** [Attach 2](#)

ACS (Banner) has abandoned further development of the current sales tax system, and it will become obsolete. Several systems were researched and it was determined that HMS, Inc software system is the most viable and cost effective alternative.

Action: Authorize the City Information Services Manager to Sign a Contract with HMS, Inc. for a New Sales Tax System for a Total of \$36,500 and Authorize \$11,600 from Contingency to Supplement the \$30,000 Budgeted for a Total of \$41,600 to Purchase, Implement and Install the HMS, Inc. System

Staff presentation: Jodi Romero, Customer Service Manager
Fred Stroh, Information Services Manager

3. **Setting a Hearing on Supplemental Budget Appropriations for 2003** [Attach 3](#)

The request is to appropriate specific amounts for several of the City's accounting funds as specified in the ordinance.

Proposed Ordinance Making Supplemental Appropriations to the 2003 Budget of the City of Grand Junction

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 7, 2003

Staff presentation: Ron Lappi, Administrative Services Director

4. **Setting a Hearing on Creating the Special Assessment District, Issuing Bonds and Assessing the Properties for Rimrock Marketplace** [Attach 4](#)

This is the first reading of three related ordinances for Rimrock Marketplace G.I.D. They authorize creating a special assessment district, bond sale of \$3,980,000, and assessing the properties in the district.

Proposed Ordinance Creating the Rimrock Marketplace Special Improvement District within the City of Grand Junction Rimrock Marketplace General Improvement District

Proposed Ordinance Concerning the Rimrock Marketplace General Improvement District and Authorizing the Issuance of Special Assessment Bonds

Proposed Ordinance Approving the Whole Cost of the Improvements to be Made in the Rimrock Marketplace Special Improvement District; Assessing a Share of said Cost Against each Lot or Tract of Land in the District; and Prescribing the Manner for the Collection and Payment of said Assessments

Action: Adopt Proposed Ordinances on First Reading and Set a Hearing for May 7, 2003

Staff presentation: Ron Lappi, Administrative Services Director

5. **Purchase of 1 Tractor and 1 Weed Mower** [Attach 5](#)

This purchase is being requested by the Streets Department to replace two old outdated mowers with a single better suited mower. Bid details are as follows:

Delta Implement Company	Grand Junction	\$65,650.00
Western Implement Company	Grand Junction	\$73,832.00
Western Implement Company	Grand Junction	\$78,650.00

Action: Authorize the City Purchasing Manager to Purchase One (1) John Deere Tractor and One (1) Diamond Mower from Delta Implement Company in the Amount of \$65,650.00

Staff presentation: Julie M. Hendricks, Buyer
Ronald L. Watkins, Purchasing Manager

6. **Vacating Various Easements Associated with the Abandoned Portion of the Kannah Creek Flowline** [Attach 6](#)

The easements to be vacated are no longer necessary due to the recent relocation of the Kannah Creek Flowline.

Resolution No. 31-03 – A Resolution Vacating Certain Easements No Longer Needed Because Several Portions of the Kannah Creek Flowline have been Relocated

**Action:* Adopt Resolution No. 31-03

Staff presentation: Mark Relph, Public Works and Utilities Director

7. **Revocable Permit for a Canopy and Private Parking in Main Street Right-of-Way, 205 Main Street** [File # RVP-2002-164] [Attach 7](#)

Hampton Inn, to be located at 205 Main Street, is requesting approval of 2 Revocable Permits for a canopy and private parking in Main Street right-of-way.

Resolution No. 32-03 – A Resolution Concerning the Issuance of a Revocable Permit to Western Hospitality LLC, a Colorado Limited Liability Company (Canopy Over Sidewalk)

Resolution No. 33-03 – A Resolution Concerning the Issuance of a Revocable Permit to Western Hospitality LLC, a Colorado Limited Liability Company (Private Parking)

**Action: Adopt Resolution No. 32-03 and Resolution No. 33-03*

Staff presentation: Senta Costello, Associate Planner

8. **Setting a Hearing for Text Amendments to the Zoning and Development Code** [File # TAC-2003-01.01] [Attach 8](#)

First reading of the Ordinance to correct, clarify, re-format or delete numerous references in the current Zoning and Development Code.

Proposed Ordinance Adopting Amendments to the City of Grand Junction's Zoning and Development Code and Authorizing Publication of the Amendments by Pamphlet

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 7, 2003

Staff presentation: Lori V. Bowers, Senior Planner

***** END OF CONSENT CALENDAR *****

***** ITEMS NEEDING INDIVIDUAL CONSIDERATION *****

9. **Canyon View Park Improvements (24 & G Rd.)** [Attach 9](#)

This project will include improvements on the property at the corner of 24 Rd. and G Rd. within Canyon View Park. The improvements are to include: lighting and landscaping in the parking lot adjacent to the new multi-purpose fields, grading and drainage improvements, concrete walkways, a shade pavilion, irrigation and landscaping and new entry landscaping in the area of the G Road entrance into the park. There were 3 responsive responsible bids received and opened on April 3, 2003.

Contractor	Location	Base Bid	*Alternate 1	**Alternate 2
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WD Yards	Grand Junction	\$193,568.00	\$6,806.00	\$3,214.00
Clarke & Co.	Grand Junction	\$223,443.00	\$5,360.00	\$2,800.00
Alpine C.M.	Grand Junction	\$239,700.00	\$4,200.00	\$3,300.00
Engineers Estimate		\$195,613.00	\$7,834.00	\$3,940.00

*Removal and disposal of pavement and accessories near handball court.

**Drinking Fountain

Action: Authorize the City Manager to Sign a Contract with WD Yards Inc., for the Canyon View Park Base Bid Improvements Including Both Alternates in the Amount of \$203,588 Pending the Receipt of a Current Contractor's License

Staff presentation: Joe Stevens, Director of Parks and Recreation

10. **Public Hearing - Bond Ordinance for Community Hospital** [Attach 26](#)

The City of Grand Junction has been requested to authorize tax exempt bonds not to exceed \$3,025,000 on behalf of Community Hospital. The proposed ordinance accomplishes the issuance of these bonds for the 501 C (3) hospital. The bonds are not an obligation of the City nor do they in any way use our credit rating.

Ordinance No. 3528 - An Ordinance Authorizing the Issuance and Sale of City of Grand Junction, Colorado, Development Revenue Bond (Community Hospital Project), Series 2003, in the Aggregate Principal Amount not to Exceed \$3,025,000; Making Determinations as to Sufficiency of Revenues and as to Other Matters Related to the Project and Approving the Form and Authorizing the Execution of Certain Documents Relating Thereto.

**Action: Adopt Ordinance No. 3528 on Second Reading*

Staff presentation: Ron Lappi, Administrative Services Director

11.*** **Policy to Bid Out Capital Improvements** [Attach 27](#)

This resolution is a follow-up from Monday's Workshop.

Resolution No. 40-03 – A Resolution that is a Statement of Intent for the Departments of Public Works and Utilities, and Parks and Recreation, to Bid Out Capital Improvements

**Action: Adopt Resolution No. 40-03*

Staff presentation: Kelly Arnold, City Manager
Mark Relph, Public Works and Utilities Director

12. **Public Hearing - Rehearing of the Zoning the Red Tail Ridge Annexation, Located at the South End of Buena Vista Drive** [File #ANX-2002-230]

[Attach 10](#)

The Red Tail Ridge Annexation is requesting that a zoning of RSF-4 be applied to the 9.88 acres. The City Council at its February 19, 2003 hearing zoned the site to a RSF-2 zone district based on public testimony and compatibility with adjacent property's densities.

Ordinance No. 3509 - An Ordinance Zoning the Red Tail Ridge Annexation to the Residential Single Family – 4 dwelling units per acre (RSF-4) District, Located at the Southerly End of Buena Vista Road

**Action: Repealing Ordinance No. 3504 and Adopt Ordinance No. 3509 on Second Reading*

Staff presentation: Pat Cecil, Development Services Supervisor

13. **Public Hearing - Grand Meadows South Annexation Located at 466 30 Road** [File #ANX-2003-010]

[Attach 11](#)

A Resolution for acceptance of petition to annex and second reading of the Annexation Ordinance for the Grand Meadows South Annexation, located at 466 30 Road.

a. Accepting Petition

Resolution No. 34-03 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Grand Meadows South Annexation Area is Eligible for Annexation, Located at 466 30 Road

**Action: Adopt Resolution No. 34-03*

b. Annexation Ordinance

Ordinance No. 3510 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Grand Meadows South Annexation, Approximately 4.8995 Acres, Located at 466 30 Road

**Action: Adopt Ordinance No. 3510 on Second Reading*

Staff presentation: Lisa E. Cox, Senior Planner

14. **Public Hearing - Zoning the Grand Meadows South Annexation, Located at 466 30 Road** [File #ANX-2003-010]

[Attach 12](#)

Second reading of the zoning ordinance to zone the Grand Meadows South Annexation Residential Multi-Family-5 (RMF-5), located at 466 30 Road.

Ordinance No. 3511– An Ordinance Zoning the Grand Meadows South Annexation to Residential Multi-Family-5 (RMF-5), Located at 466 30 Road

**Action: Adopt Ordinance No. 3511 on Second Reading*

Staff presentation: Lisa E. Cox, Senior Planner

15. **Public Hearing - Summit Meadows West Annexation Located at 3134 and 3138 D ½ Road** [File #ANX-2003-016] [Attach 13](#)

Resolution for acceptance of petition to annex and second reading of the Annexation Ordinance for the Summit Meadows West Annexation, located at 3134 and 3138 D ½ Road.

a. Accepting Petition

Resolution No. 35-03 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Summit Meadows West Annexation Area is Eligible for Annexation, Located at 3134 and 3138 D ½ Road

**Action: Adopt Resolution No. 35-03*

b. Annexation Ordinance

Ordinance No. 3512 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Summit Meadows West Annexation No. 1, Approximately 5.9092 Acres Located at 3134 and 3138 D ½ Road

Ordinance No. 3513 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Summit Meadows West Annexation No. 2, Approximately 4.9174 Acres Located at 3134 and 3138 D ½ Road

**Action: Adopt Ordinance No. 3512 and Ordinance No. 3513 on Second Reading*

Staff presentation: Lisa E. Cox, Senior Planner

16. **Public Hearing – Zoning the Summit Meadows West Annexation, Located at 3134 and 3138 D ½ Road** [File #ANX-2003-016] [Attach 14](#)

Second reading of the zoning ordinance to zone the Summit Meadows West Annexation Residential Multi-Family-5 (RMF-5), located at 3134 and 3138 D 1/2 Road.

Ordinance No. 3514 - An Ordinance Zoning the Summit Meadows West Annexation to Residential Multi-Family-5 (RMF-5), Located at 3134 and 3138 D 1/2 Road

**Action: Adopt Ordinance No. 3514 on Second Reading*

Staff presentation: Lisa E. Cox, Senior Planner

17. **Public Hearing - Hubbartt Annexation Located at 2976 Gunnison Avenue** [File #ANX-2003-008] [Attach 15](#)

Resolution for acceptance of the petition to annex and second reading of the annexation ordinance for the Hubbartt Annexation located at 2976 Gunnison Avenue. The annexation consists of 1.2731 acres on one parcel of land. The petitioner is seeking annexation in anticipation of constructing a 5,000 s.f. auto body repair shop, pursuant to the 1998 Persigo Agreement with Mesa County.

a. Accepting Petition

Resolution No. 36-03 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Hubbartt Annexation is Eligible for Annexation Located at 2976 Gunnison Avenue and Including a Portion of Gunnison Avenue Right-of-Way

**Action: Adopt Resolution No. 36-03*

b. Annexation Ordinance

Ordinance No. 3515 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Hubbartt Annexation, Approximately 1.2731 Acres, Located at 2976 Gunnison Avenue and Including a Portion of Gunnison Avenue Right-of-Way

**Action: Adopt Ordinance No. 3515 on Second Reading*

Staff presentation: Ronnie Edwards, Associate Planner

18. **Public Hearing – Zoning the Hubbartt Annexation Located at 2976 Gunnison Avenue** [File #ANX-2003-008] [Attach 16](#)

The Hubbartt Annexation is comprised of 1 parcel of land consisting of 1.2731 acres located at 2976 Gunnison Avenue. The petitioner is requesting a zone of Light Industrial (I-1), which conforms to the Growth Plan Future Land Use Map. Planning Commission recommended approval at its February 25, 2003 meeting.

Ordinance No. 3516 – An Ordinance Zoning the Hubbartt Annexation to Light Industrial I-1 Located at 2976 Gunnison Avenue

**Action:* Adopt Ordinance No. 3516 on Second Reading

Staff presentation: Ronnie Edwards, Associate Planner

19. **Public Hearing - Seriani Annexation No. 1 & 2 Located at 2986 Gunnison Avenue** [File #ANX-2003-025] [Attach 17](#)

The Seriani Annexation No. 1 & 2 is a serial annexation consisting of a total of 0.68 acres and can be legally described as Lot 12, Banner Industrial Park and is located at 2986 Gunnison Avenue and is currently being used as a storage yard. The petitioner's intent is to annex and then develop the property as light industrial by constructing an office/shop building for their concrete business. The proposed annexation lies within the Persigo 201 sewer district. The petitioner's request acceptance of the Annexation Petition, and Second Reading of the Annexation Ordinance(s) for the Seriani Annexation No. 1 & 2.

a. Accepting Petition

Resolution No. 37-03 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as Seriani Annexation, a Serial Annexation Comprising Seriani Annexation No. 1 and Seriani Annexation No. 2, Located at 2986 Gunnison Avenue

**Action:* Adopt Resolution No. 37-03

b. Annexation Ordinance

Ordinance No. 3517 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Seriani Annexation No. 1, Approximately 0.3444 Acres Located at 2986 Gunnison Avenue

Ordinance No. 3518 - An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Seriani Annexation No. 2, Approximately 0.3436 Acres Located at 2986 Gunnison Avenue

**Action:* Adopt Ordinance No. 3517 and Ordinance No. 3518 on Second Reading

Staff presentation: Scott D. Peterson, Associate Planner

20. **Public Hearing – Zoning the Seriani Annexation Located at 2986 Gunnison Avenue** [File #ANX-2003-025] [Attach 18](#)

The Seriani Annexation consists of 0.68 acres of land that is located at 2986 Gunnison Avenue and is currently being used as a storage yard for their concrete business. The petitioner's intent is to annex and then develop the property as light industrial by constructing an office/shop building for their concrete business in spring 2003. The proposed annexation is considered to be a serial annexation and can be legally described as Lot 12, Banner Industrial Park. The proposed zoning is I-1, Light Industrial. The Planning Commission recommended approval at its February 25, 2003 meeting.

Ordinance No. 3519 – An Ordinance Zoning the Seriani Annexation, Lot 12, Banner Industrial Park to Light Industrial (I-1) Located at 2986 Gunnison Avenue

**Action: Adopt Ordinance No. 3519 on Second Reading*

Staff presentation: Scott D. Peterson, Associate Planner

21. **Public Hearing - Fairway Pines Annexation Located at 2970 B Road** [File # ANX-2003-021] [Attach 19](#)

The Fairway Pines Annexation is an annexation comprised of 1 parcel of land located at 2970 B Road, comprising a total of 6.4295 acres. The petitioner is seeking annexation as part of a request for Preliminary Plan approval pursuant to the 1998 Persigo Agreement with Mesa County.

a. Accepting Petition

Resolution No. 38-03 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Fairway Pines Annexation is Eligible for Annexation Located at 2970 B Road

**Action: Adopt Resolution No. 38-03*

b. Annexation Ordinance

Ordinance No. 3520 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Fairway Pines Annexation, Approximately 6.4295 Acres Located at 2970 B Road

**Action: Adopt Ordinance No. 3520 on Second Reading*

Staff presentation: Pat Cecil, Development Services Supervisor

22. **Public Hearing – Zoning the Fairway Pines Annexation Located at 2970 B Road** [File #ANX-2003-021] [Attach 20](#)

The Fairway Pines Annexation is requesting that a zoning of RSF-4 be applied to the 6.4295 acres. The Planning Commission at its March 11, 2003 hearing recommended approval of the zone of annexation.

Ordinance No. 3521 - An Ordinance Zoning the Fairway Pines Annexation to the Residential Single Family – 4 Dwelling Units Per Acre (RSF-4) District Located at 2970 B Road

**Action: Adopt Ordinance No. 3521 on Second Reading*

Staff presentation: Pat Cecil, Development Services Supervisor

23. **Public Hearing – Fruitvale Estates Annexation, South of E ½ Road (Orchard Ave.), North of Hoover Drive (3083 E ½ Road)** [File #ANX-2003-023] [Attach 21](#)

The Fruitvale Estates Annexation is an annexation comprised of 1 parcel of land located on the south side of E ½ Road, north of Hoover Drive, comprising a total of 4.3815 acres. The petitioner is seeking annexation as part of a request for Preliminary Plan approval pursuant to the 1998 Persigo Agreement with Mesa County.

a. Accepting Petition

Resolution No. 39-03 – A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Fruitvale Estates Annexation is Eligible for Annexation, Located at 3083 E ½ Road

**Action: Adopt Resolution No. 39-03*

b. Annexation Ordinance

Ordinance No. 3522 – An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Fruitvale Estates Annexation, Approximately 4.3815 Acres Located at 3083 E ½ Road

**Action: Adopt Ordinance No. 3522 on Second Reading*

Staff presentation: Pat Cecil, Development Services Supervisor

24. **Public Hearing – Zoning the Fruitvale Estates Annexation, Located at 3083 E ½ Road (Orchard Avenue)** [File #ANX-2003-023] [Attach 22](#)

The Fruitvale Estates Annexation is requesting that a zoning of RSF-4 be applied to the 4.3815 acres. The Planning Commission at its March 25, 2003 hearing recommended approval of the zone of annexation.

Ordinance No. 3523 – An Ordinance Zoning the Fruitvale Estates Annexation to the Residential Single Family – 4 dwelling Units Per Acre (RSF-4) District Located at 3083 E ½ Road (Orchard Avenue)

*Action: *Adopt Ordinance No. 3523 on Second Reading*

Staff presentation: Pat Cecil, Development Services Supervisor

25. **Public Hearing – Spanish Trails, Filing 3, Right-of-Way and Easement Vacation** [File #FPP-2002-204] [Attach 23](#)

A request to vacate a portion of the 24 ¼ Road Right-of-Way and emergency access easement in the proposed Spanish Trails, Filing 3.

Ordinance No. 3524 – An Ordinance Vacating a Portion of the 24 ¼ Road Right-of-Way

Ordinance No. 3525 – An Ordinance Vacating an Emergency Access Easement in Spanish Trails Located at 719 24 ½ Road

*Action: *Adopt Ordinance No. 3524 and Ordinance No. 3525 on Second Reading*

Staff presentation: Kathy Portner, Planning Manager

26. **Public Hearing - Zoning Redlands Mesa, Phase III** [File #FPP-2002-211] [Attach 24](#)

A request to approve zoning for Redlands Mesa, Phase III, to allow 61 single family lots.

Ordinance No. 3526 – An Ordinance Zoning Land Located South and West of the Ridges Known as Redlands Mesa, Phase III to Planned Development (PD)

*Action: *Adopt Ordinance No. 3526 on Second Reading*

Staff presentation: Kathy Portner, Planning Manager

27. **Public Hearing – Zoning the Cottages at The Commons Assisted Living Facility Located at 625 27 ½ Road** [File #RZ-2003-026] [Attach 25](#)

Hilltop Health Service Corporation proposes to construct twenty (20) two-bedroom Cottages as Phase 2 of the four-phase Commons project in progress at 625 27-1/2 Road. This project requires that the approved Final Plan and Planned Development zoning ordinance be amended.

Ordinance No. 3527 – An Ordinance Amending Ordinance No. 3263 Pertaining to the Commons Assisted Living Facility, 625 27-1/2 Road (Formerly 616 27-1/2 Road)

**Action: Adopt Ordinance No. 3527 on Second Reading*

Staff presentation: Kristen Ashbeck, Senior Planner

28. **NON-SCHEDULED CITIZENS & VISITORS**

29. **OTHER BUSINESS**

30. **ADJOURNMENT**

**GRAND JUNCTION CITY COUNCIL
CITY HALL AUDITORIUM, 250 NORTH 5TH STREET
AGENDA**

WEDNESDAY, MAY 7, 2003, 7:30 P.M.

CALL TO ORDER

Pledge of Allegiance
Invocation - Pastor Art Bell, First Presbyterian Church

RECOGNITION

PRESENTATION OF CERTIFICATION FOR PUBLIC PURCHASING OFFICER TO REX SELLERS

PROCLAMATIONS

PROCLAIMING MAY 10, 2003 AS "GRAND JUNCTION LETTER CARRIERS STOCK THE COMMUNITY FOOD BANKS DAY"

PROCLAIMING SUPPORT FOR "COLORADO CLICK IT OR TICKET CAMPAIGN"

PRESENTATION OF CERTIFICATES OF APPOINTMENT

TO NEWLY APPOINTED MEMBER OF THE COMMISSION ON THE ARTS AND CULTURE

TO NEWLY APPOINTED MEMBER OF THE HISTORIC PRESERVATION BOARD

ELECTION OF MAYOR AND MAYOR PRO TEM/ADMINISTER OATHS OF OFFICE

SCHEDULED CITIZEN COMMENTS

***** CONSENT CALENDAR *****

1. **Minutes of Previous Meetings** **Attach 1**
Action: Approve the Summary of the April 14, 2003 Workshop and the Minutes of the April 16, 2003 Regular Meeting

2. **Council Assignments for 2003-2004** **Attach 2**

Annually City Council discusses and assigns Councilmembers to represent them on various boards and within different outside organizations. Formal action is taken by resolution.

Resolution No. 41-03 – A Resolution Appointing and Assigning City Councilmember's to represent the City on Various Boards and Organizations

**Action: Adopt Resolution No. 41-03*

3. **Reschedule June 18th Meeting** **Attach 3**

On January 15, 2003, the City Council adopted Resolution No. 01-03 which set the meeting schedule for the year. Since several members of Council will be attending the CML Conference in Pueblo on June 18th, it has been proposed that the meeting schedule be amended to have the regular meeting on the previous Monday, June 16th in conjunction with the workshop.

Resolution 42-03 – A Resolution of the City of Grand Junction Amending Resolution No. 01-03 Which Set the City Council Meeting Schedule for the Year 2003

**Action: Adopt Resolution No. 42-03*

Staff presentation: Stephanie Tuin, City Clerk

4. **Purchase of 3/8" Aggregate Road Chips Required for the City Chip Seal Projects for the Year 2003** **Attach 4**

A 3/8" aggregate materials contract award for the City's annual "Chip Seal" street maintenance program. Three bids were received based upon an estimated amount of 4400 tons.

Action: Authorize the Purchasing Manager to Sign and Issue a Purchase Order for 4,160 tons of 3/8" Chips to the Low Bidder, United Companies, for a Total Price of \$52,000.00.

Staff presentation: Mark Relph, Public Works and Utilities Director

5. **Purchase of a Solid Waste Front Load Refuse Truck** **Attach 5**

This purchase is being requested by the Fleet Department to replace an existing refuse truck with a new model.

Action: Authorize the City Purchasing Manager to Purchase One Mack Cab and Chassis and One LoDal Body from Kois Brothers Equipment in the Amount of \$169,192.00

Staff presentation: Julie M. Hendricks, Buyer
Ronald Watkins, Purchasing Manager

6. **Purchase of a Knuckle Boom Truck** **Attach 6**

This replacement purchase is being requested by the City Fleet Division on behalf of the Parks Department.

Action: Authorize the City Purchasing Manager to Purchase One Freightliner Truck with National Crane Knuckle Boom from Transwest Trucks in the Amount of \$87,841

Staff presentation: Julie M. Hendricks, Buyer
Ronald Watkins, Purchasing Manager

7. **Vacation of Easements – Independence Ranch Filings 10 & 11** [File # FPP-2002-159] **Attach 7**

The applicant proposes to vacate two sanitary sewer easements, one utility easement, two temporary turn-around easements, one stormwater detention easement and two stormwater retention easements that were created in previous filings of Independence Ranch Subdivision. The Planning Commission recommended approval on April 22, 2003.

Resolution No. 43-03 - A Resolution Vacating Various Easements in Conjunction with Filings 10 and 11 of Independence Ranch Located at 20 ½ and F ¾ Road

**Action: Adopt Resolution No. 43-03*

Staff presentation: Ronnie Edwards, Associate Planner

8. **Amendments to the Future Land Use Map** (Housekeeping items) [File #GPA-2003-061] **Attach 8**

A request to amend the Future Land Use Map at Bookcliff Avenue, east of 7th Street and the NE corner of Grand Avenue and 28 Road, to be consistent with existing zoning.

Resolution No. 44-03 - A Resolution Amending the Future Land Use Map of the City of Grand Junction Growth Plan

Action: Adopt Resolution No. 44-03

Staff presentation: Kathy Portner, Planning Manager

9. **Setting a Hearing for Amending Hospice Medical Campus Planned Development to be Located at 3090 & 3150 North 12th Street** [File #PDR-2003-036] **Attach 9**

First reading of the Ordinance to amend Ordinance No. 3391 for the Preliminary Development Plan for the Hospice Medical Campus to be located at 3090 & 3150 North 12th Street.

Proposed Ordinance Zoning Two Parcels Located at 3090 and 3150 North 12th Street from PD (For Miller Homestead) to PD for 12th Street Medical Plaza and Hospice Care Planned Development

Action: Adopt Proposed Ordinance on First Reading and Set a Hearing for May 21, 2003

Staff presentation: Lori V. Bowers, Senior Planner

***** END OF CONSENT CALENDAR *****

***** ITEMS NEEDING INDIVIDUAL CONSIDERATION *****

10. **16th Street Improvements** **Attach 10**

Bids were received and opened on April 22, 2003 for the 16th Street Improvements. G&G Paving Construction Inc., submitted the low bid in the amount of \$67,000.00

Action: Authorize the City Manager to Sign a Construction Contract with G&G Paving Construction Inc., for the 16th Street Improvements in the Amount of \$67,000.00

Staff presentation: Tim Moore, Public Works Manager

11. **Request for Rehearing – Zoning the Red Tail Ridge Annexation Located at the South End of Buena Vista Drive** [File #ANX-2002-230] **Attach 11**

The petitioners for the Red Tail Ridge Annexation requested that a zoning of RSF-4 be applied to the 9.88 acres. The City Council zoned the property to the RSF-2 zone district on February 19, 2003 following the public hearing on the zoning associated with the annexation.

The petitioner, who was not present at the hearing, requested rehearing of the zoning request in order to present their justification for a RSF-4 zoning on the property. The Council on April 16, 2003, granted the petitioners request and rezoned the site to the RSF-4 zone district.

Adjacent property owners are now requesting that the zoning be reheard again. Their rehearing requests are based on a lack of notice (not required on Council hearing items) and no opportunity for the public to speak after the petitioner's rebuttal.

Action: Consider Rehearing of the Zoning Request, if Granted, Public Hearing Date will be June 4, 2003

Staff presentation: Pat Cecil, Development Services Supervisor

12. **Public Hearing - Text Amendments to the Zoning and Development Code** [File # TAC-2003-01.01.] **Attach 12**

Second reading of the Ordinance to correct, clarify, re-format or delete numerous references in the current Zoning and Development Code.

Ordinance No. 3529 – An Ordinance Adopting Amendments to the City of Grand Junction's Zoning and Development Code and Authorizing Publication of the Amendments by Pamphlet

**Action: Adopt Ordinance No. 3529 on Second Reading*

Staff presentation: Lori V. Bowers, Senior Planner

13. **Public Hearing - Supplemental Budget Appropriations for 2003** **Attach 13**

The request is to appropriate specific amounts for several of the City's accounting funds as specified in the ordinance.

Ordinance No. 3530 – An Ordinance Making Supplemental Appropriations to the 2003 Budget of the City of Grand Junction

**Action: Adopt Ordinance No. 3530 on Second Reading*

Staff presentation: Ron Lappi, Administrative Services Director

14. **Public Hearing - Creating the Special Assessment District, Issuing Bonds and Assessing the Properties for Rimrock Marketplace** **Attach 14**

This is the second reading of three related ordinances for Rimrock Marketplace G.I.D. They authorize creating a special assessment district, bond sale of \$3,980,000, and assessing the properties in the district.

Ordinance No. 3531 – An Ordinance Creating the Rimrock Marketplace Special Improvement District within the City of Grand Junction Rimrock Marketplace General Improvement District

Ordinance No. 3532 – An Ordinance Concerning the Rimrock Marketplace General Improvement District and Authorizing the Issuance of Special Assessment Bonds

Ordinance No. 3533 – An Ordinance Approving the Whole Cost of the Improvements to be Made in the Rimrock Marketplace Special Improvement District; Assessing a Share of said Cost Against each Lot or Tract of Land in the District; and Prescribing the Manner for the Collection and Payment of said Assessments

**Action: Adopt Ordinance No. 3531, Ordinance No. 3532 and Ordinance No. 3533 on Second Reading*

Staff presentation: Ron Lappi, Administrative Services Director

15. **Staff Presentation of First Reading of a Watershed and Water Supply Protection District Ordinance (No Public Discussion)** **Attach 15**

A Watershed Protection ordinance will protect the public water supply and preserve the City's water resources. Various activities and land uses in the City's watersheds could affect the quality and quantity of the water supply and facilities. In order to be able to decide what risks each activity may present to the City's water supply and to see if modifications are necessary, persons conducting certain activities within the watersheds must first obtain City review, and if allowed, a watershed permit.

Proposed Ordinance Establishing a Watershed and Water Supply Protection District; Establishing Procedures and Standards for Watershed District Permits in Connection with Various Activities within said Watersheds; Prohibiting any Person from Polluting said Watersheds; Requiring a Watershed District Permit for Most Activities; and Providing Penalties and Remedies for Violation of this Ordinance

Action: Adopt on First Reading an Ordinance Establishing a Watershed and Water Supply Protection District, thus Protecting the City's Water Supplies, and Discuss a Date for a Hearing

Staff presentation: Mark Relph, Public Works and Utilities Director
Dan Wilson, City Attorney

16. **NON-SCHEDULED CITIZENS & VISITORS**

17. **OTHER BUSINESS**

18. **EXECUTIVE SESSION** –

- a. FOR THE PURPOSE OF RECEIVING LEGAL ADVICE CONCERNING GRAND MESA SLOPES UNDER C.R.S. SECTION 24-6-402(4)(b).
- b. FOR THE PURPOSE OF RECEIVING LEGAL ADVICE CONCERNING CDOT's 1601 PROCESS UNDER C.R.S. SECTION 24-6-402(4)(b).
- c. TO DISCUSS THE PURCHASE, ACQUISITION, LEASE, TRANSFER, OR SALE OF REAL, PERSONAL, OR OTHER PROPERTY INTEREST UNDER C.R.S. SECTION 24-6-402(4)(a) RELATIVE TO COLORADO CATFISH

19. **ADJOURNMENT**

EXHIBIT "B"

(Attach Affidavits of Publication)

State PROOF OF PUBLICATION

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN
THAT:

The City Council of the City of Grand Junction, Colorado, at its regular convened meeting on April 16, 2003, passed on first reading the following entitled proposed ordinances:
Proposed Ordinance Creating the Rimrock Marketplace Special Improvement District within the City of Grand Junction Rimrock Marketplace General Improvement District
Proposed Ordinance Concerning the Rimrock Marketplace General Improvement District and Authorizing the Issuance of

Special Assessment Bonds
Proposed Ordinance Approving the Whole Cost of the Improvements to be Made in the Rimrock Marketplace Special Improvement District; Assessing a Share of said Cost Against each Lot or Tract of Land in the District; and Prescribing the Manner for the Collection and Payment of said Assessments and authorized the publication in pamphlet form

NOTICE IS FURTHER GIVEN THAT the public hearing will be held May 7, 2003 at 7:30 p.m. in the City Auditorium, 250 North 5th Street, at which time public comments will be taken and considered before the final adoption of the proposed ordinance.

Copies of the proposed ordinances are available for public inspection in the City Clerk's Office, 250 North 5th Street, City Hall, at any time Monday through Friday between the hours of 7:30 a.m. and 5:30 p.m.

BY THE ORDER OF THE CITY COUNCIL
/s/ Stephanie Tuin
City Clerk
Published April 18, 2003

STATE OF COLORADO

County of Mesa)
) ss.

Karen Sabra

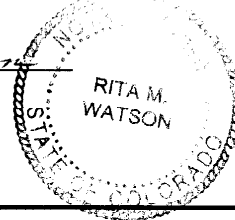
Being duly sworn, says that I am Legal Secretary of The Daily Sentinel a daily newspaper, published and duly printed in Grand Junction, Colorado in said County and State; that said newspaper has a general circulation in said County and has been continuously and uninterruptedly published therein, during a period of at least fifty-two consecutive weeks next prior to the first publication of the annexed notice; that said newspaper is a newspaper within the meaning of the act of the general Assembly of the State of Colorado, entitled "An Act to regulate the printing of legal notices and advertisements," and amendments thereto; that the notice of which the annexed is a printed copy taken from said newspaper, was published in said newspaper, and in the regular and entire issue of every number thereof, once a day for 1 successive day ; that said notice was so published in said newspaper proper and not in any supplement thereof, and that first publication of said notice as aforesaid, was on the 18th day of April, 2003, and the last, on the 18th day of April, 2003.

[Handwritten Signature]

Subscribed and sworn to before me, this 21st day of April, 2003

[Handwritten Signature: Rita M. Watson]

My Commission Expires 11/08/2005



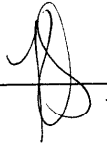
State PROOF OF PUBLICATION

STATE OF COLORADO

County of Mesa)
) ss.

Karen Sabra

Being duly sworn, says that I am Legal Secretary of
The Daily Sentinel a daily newspaper, published and duly printed in
Grand Junction, Colorado in said County and State; that said
newspaper has a general circulation in said County and has been
continuously and uninterruptedly published therein, during a period of
at least fifty-two consecutive weeks next prior to the first publication
of the annexed notice; that said newspaper is a newspaper within the
meaning of the act of the general Assembly of the State of Colorado,
entitled "An Act to regulate the printing of legal notices and
advertisements," and amendments thereto; that the notice of which
the annexed is a printed copy taken from said newspaper, was published
in said newspaper, and in the regular and entire issue of every number
thereof, once a day for 1 successive day ;
that said notice was so published in said newspaper proper and not in
any supplement thereof, and that first publication of said notice as
aforesaid, was on the 09th day of May, 2003,
and the last, on the 09th day of May, 2003.



NOTICE OF ADOPTION OF
ORDINANCE NO. 3532
AN ORDINANCE OF THE
CITY OF GRAND JUNCTION
TO BE PUBLISHED IN
PAMPHLET FORM
NOTICE IS HEREBY GIVEN:
That on the 7th day of May,
2003, at 7:30 p.m. in the City
Hall Auditorium, 250 N. 5th
Street, Grand Junction, Colo-
rado, the City Council of the City
of Grand Junction held a public
hearing, after proper notice, to
consider the final passage of an
Ordinance, the title of which is:
An Ordinance Concerning the
Rimrock Marketplace General
Improvement District and
Authorizing the Issuance of
Special Assessment Bonds
Copies of the adopted Ord-
inance are available for public
inspection in the office of the
City Clerk, 250 N. 5th Street,
Grand Junction, CO between
7:30 a.m. and 5:30 p.m., Mon-
day through Friday.
/s/ Stephanie Tulin
Stephanie Tulin, CMC
City Clerk
Published May 9, 2003

Subscribed and sworn to before me, this 9th day of May, 2003



My Commission Expires 11/08/2005

