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**CITY COUNCIL AGENDA
WEDNESDAY, JANUARY 3, 2024
250 NORTH 5TH STREET - AUDITORIUM
[VIRTUAL MEETING - LIVE STREAMED](#)
BROADCAST ON CABLE CHANNEL 191
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming January 15, 2024 as Martin Luther King, Jr. Day in the City of Grand Junction

Proclaiming the City of Grand Junction an Inclusive City

Public Comments

Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, January 3, 2024 or 4) submitting comments [online](#) until noon on Wednesday, January 3, 2024 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Boards and Commissions Liaison Reports

CONSENT AGENDA

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

1. Approval of Minutes

- a. Summary of the December 18, 2023 Workshop
- b. Minutes of the December 20, 2023 Special Meeting
- c. Minutes of the December 20, 2023 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Approving 457 Match and Setting a Public Hearing for January 17, 2024

3. Agreements

- a. Authorize the City Manager to Execute a Contract Extension for Professional Services with Mesa County for Building Permitting, Inspection, and Contractor Licensing

4. Procurements

- a. Dumpster Purchase for Solid Waste and Recycling
- b. Construction Contract for I-70B Waterline Replacements - 1st Street to 3rd Street

5. Resolutions

- a. A Resolution Designating the Location for the Posting of the Notice of Meetings, Establishing the 2024 City Council Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council
- b. A Resolution Finding that the 2020 One Grand Junction Comprehensive Plan Together with the 3-Mile Plan Map Serves as the Annual Three-Mile Plan for the City of Grand Junction
- c. A Resolution Rescinding Resolution 116-23 and Amending the Contribution Rate to the Hybrid Component Administered by the Fire and Police Pension Association for Reentry Firefighters for the City of Grand Junction

REGULAR AGENDA

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

6. Procurements

- a. Authorize Guaranteed Maximum Price (GMP) Contract with Garney Construction for Construction of the Persigo Wastewater Treatment Plant Phase 1 Expansion Project
- b. Authorize Change Order #4 with Burns & McDonnell Engineering Company, Inc. for the Persigo Wastewater Treatment Plant Phase 1 Expansion Project

7. Public Hearings

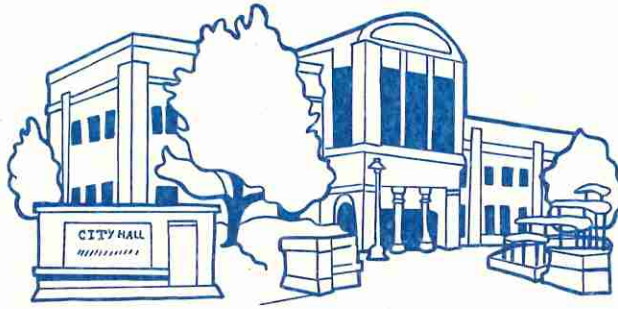
- a. Legislative
 - i. An Ordinance Amending Various Sections of the Grand Junction Municipal Code (GJMC) on Sales and Use Tax by Adding Terms and Definitions to the GJMC Related to Economic Nexus and Authorize an Intergovernmental Agreement with the Colorado Department of Revenue (CDOR) to Participate in the Sales Use Tax Software (SUTS) System
 - ii. An Ordinance Regarding the Community Recreation Center Bonds
 - iii. An Ordinance Regarding Joint Sewer System Revenue Bonds
- b. Quasi-judicial
 - i. An Ordinance Approving a Rezone for Approximately 174.3 Acres from PD (Planned Development) to PD (Planned Development) and Adopting an Outline Development Plan for "Mesa Trails," Located Between 23 1/4 and 23 3/4 Roads, from G Road to Highway 6 and 50
(Continued from December 20, 2023)

8. Non-Scheduled Comments

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

9. Other Business

10. Adjournment



City of Grand Junction, State of Colorado

Proclamation

Whereas, that all people, regardless of the color of their skin, the persuasion of their theology, or the level of their intelligence, were built by one Creator with one blood, designed and fashioned to live on one earth with one another; and

Whereas, Martin Luther King, Jr. was a minister who dedicated his life for this purpose so we may, as Americans, truly live out the Declaration of Independence as we hold these truths to be self-evident, that all people are created equal, that they are endowed by their creator with certain inalienable rights, that among these are life, liberty, and the pursuit of happiness; and

Whereas, the third Monday of each January is acknowledged as Martin Luther King, Jr. Day in Grand Junction to honor a great American who awakened a nation's conscience to not judge a person by the color of their skin but by the content of their character; and

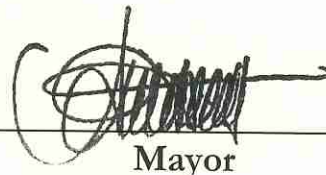
NOW, THEREFORE, I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim January 15, 2024 as

"Martin Luther King, Jr. Day"

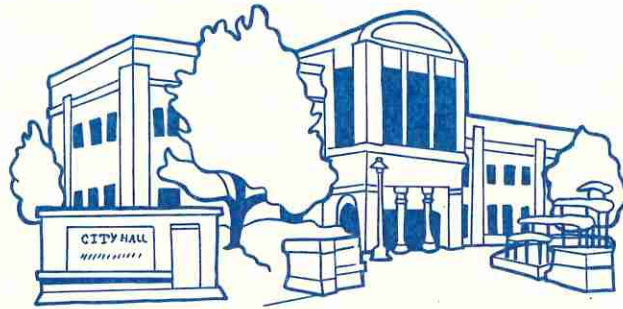
in the City of Grand Junction and encourage all citizens of Grand Junction to observe this day with appropriate activities and programs that honor the memory and legacy of Dr. King.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 3rd day of January 2024.



Mayor



City of Grand Junction, State of Colorado

Proclamation

Whereas, Grand Junction, CO is a city that welcomes and celebrates people of all races, ethnicities, religions, sexual orientations, genders, economic status and physical and mental circumstances. The City of Grand Junction cherishes our diversity and believes it enhances the quality of life in our community; and

Whereas, Grand Junction respects diversity and desires to ensure that the human rights of all citizens are protected and to that end the City implores all citizens to make known that we do not tolerate discrimination in any form and recognize that marginalized individuals experience increased instances of bias, hate speech, bigotry and violence through no fault of their own; and

Whereas, the residents of Grand Junction are urged to work together to engage in dialogue and move forward to ensure all Grand Junction residents feel their voices are heard, and to ensure that our community will foster equality, social justice and freedom from fear of persecution based on race, religious belief, country of origin, sexual orientation, gender, income, disability, age or family status; and

Whereas, the residents of Grand Junction are urged to expand community outreach, engagement and authentic collaboration that will empower each Grand Junction resident with the ability and desire to help create a society that condemns racism, misogyny, intolerance, discrimination or oppression toward any person.

NOW, THEREFORE, the Grand Junction City Council commits to support, participate in and help expand inclusivity conversations in support of a community that is free of oppression, persecution and hate. **FURTHERMORE,** the City of Grand Junction hereby intends to annually recognize the importance of inclusion of all residents of all beliefs and to consider, respect and value the uniqueness and importance of diversity in our community.

“The City of Grand Junction an Inclusive City”



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 3rd day of January, 2024.


Mayor

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
December 18, 2023

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

City Councilmembers Present: Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen (virtual), Randall Reitz, Dennis Simpson, Mayor Pro Tem Abe Herman and Mayor Anna Stout.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Director of Community Development Tamra Allen, Finance Director Jennifer Tomaszewski, City Clerk Amy Phillips, and Deputy City Clerks Selestina Sandoval and Krystle Koehler.

1. Discussion Topics

a. Tax-Exemption for Secondhand Store

Councilmember Kennedy requested that this item be considered at a Council Workshop. He stated that he had sent Council a memo outlining his proposal. Discussion ensued noting that Council did not receive/have time to fully review the memo. Citing the length and complexity of the memo, Council delayed discussion regarding the item to afford everyone time to review the information thoroughly. Staff was directed to add this item to the next Workshop agenda.

b. School District Impact Fee

Councilmember Simpson requested that this item be considered at a Council Workshop.

Discussion expressed concerns about the School District Impact Fees charged to developers for school facilities. The current fee is \$920 per dwelling unit, and questions were raised whether the fee is still justified given the lack of significant growth in D51 School District. Additionally, there was concern about the accumulation of \$3.4 million in funds dedicated for land purchases for new facilities. Discussion revealed the ambiguity in the language specifying the use of funds within the school district versus City limits.

Clarification on the legal defensibility of the fee and its use for expansion requirements was requested from the School District. Discussion ensued regarding the legal aspects of Impact Fees, their long-term nature, and consideration of future school district needs. There was also a mention of the school district's role in determining their requirements and the potential purchase of properties for educational purposes. The conversation explored the idea of whether the fee collected on behalf of the School District is justifiable in the current circumstances and whether it should be lowered to reduce housing costs. There was a call for input from the School District on its long-term plans and needs. Council emphasized the importance of legal defensibility and questioned whether the accumulated funds can be dispersed based on the current purchases made by the School District. The discussion ended with considerations about the School District's potential future needs and the flexibility of using funds for various educational assets within the district.

The conversation continued, expressing concerns about the narrow focus of the Impact Fee, and suggesting that program expansions, enrichment, and tutoring may fall outside its prescribed purpose.

It was suggested that the City might temporarily suspended the collection of the Impact Fee until there is evidence of growth in the student population. Discussion involved consideration on affordability of housing and the potential impact on developers, especially in the current housing crisis.

There was a discussion on the fees collected in 2018 and the need to determine whether a refund or disbursement would be the appropriate action. The discussion included considerations about how to allocate the refund and whether it should follow a first-in, first-out approach based on the developers who paid the fees.

The discussion noted the importance of aligning with municipal law and ensuring that any actions taken are legally defensible. The discussion also touched on the need for the school district to provide a legally defensible list of expenditures. Additionally, conversation explored the option of amending the Code extending the timeframe for expenditure, providing more time for decision-making, and mentioned the challenges of dealing with shell corporations and the potential difficulty in reaching out to entities that may no longer exist.

In summary, the Council highlighted the need for collaboration between the City and School D51 to gather essential information, clarify legal justifications, and assess the impact on housing affordability. The complexity of the issue requires a careful and informed decision-making process.

2. City Council Communication

1. **Airport Airlines Situation:** There was a brief mention of ongoing discussions with airlines, including concerns about the proposed agreement and the possibility of the City facing challenges without the airlines' cooperation and not allowing City representative in all meeting of the Regional Airport Authority. Council asked staff to create a document or matrix that clarifies the roles and responsibilities of Councilmembers serving as liaisons or voting members on various Boards and Commissions. This includes understanding voting privileges and if/when Councilmembers can be excluded from certain meetings. They also requested that staff send a memo to Chairs of Boards and Commissions regarding the roles of Council liaisons and the distribution of relevant information.
2. **Upcoming Workshop Topics:** Council briefly discussed upcoming workshop topics, expressing appreciation for the upcoming topics that are provided and suggesting that Councilmembers share any additional requests for workshops.

3. Next Workshop Topics

City Manager Caton reported the items for the January 8, 2024, Special Workshop will be:

- a) CMU Proposal
- b) Tax-Exemption for Secondhand Store

4. Adjournment

There being no further business, the Workshop adjourned at 6:42 p.m.

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

City Hall Administration Conference Room

December 20, 2023

Call to Order

Council President Anna Stout called the Special Meeting of the Grand Junction City Council to order at 4:32 p.m. on the 20th day of December 2023.

Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen (via phone), Randall Reitz, Dennis Simpson, Council President *pro tem* Abe Herman and Council President Anna Stout were present.

Also, present were City Manager Greg Caton, City Attorney John Shaver, Assistant to the City Manager Johnny McFarland, Finance Director Jennifer Tomaszewski, General Services Director Jay Valentine, Community Development Director Tamra Allen, Engineering and Transportation Director Trent Prall, and Police Chief Matt Smith. There was no public in attendance.

Executive Session

Councilmember Kennedy moved and Councilmember Reitz seconded to convene into ***EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402(4)(e)(I) AND/OR 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 754 HORIZON DRIVE, GRAND JUNCTION, COLORADO***

With a unanimous vote the Executive Session was convened in accordance with the posted notice and for the purpose stated. The meeting was conducted in the City Hall Administration Conference Room.

Upon completion of the Executive Session, Councilmember Kennedy moved, and Council President *pro tem* Herman seconded a motion to adjourn the Executive Session. The motion passed 7-0.

Council President Stout reconvened the meeting at 4:50 p.m. For the record Council met in executive session:

TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402(4)(e)(I) AND/OR 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 754 HORIZON DRIVE, GRAND JUNCTION, COLORADO.

Council President Stout reminded Council that if anyone participating in the Executive Session believed the discussion went beyond the proper scope of the executive session, they should state their objections at that time.

Seeing none the next item was,

AN EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402(4)(e)(I) AND/OR 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO RENT/LEASE OF AFFORDABLE HOUSING AT 920 AND/OR 1020 GRAND AVENUE, GRAND JUNCTION, COLORADO

Councilmember Reitz moved and Councilmember Kennedy seconded to convene into ***AN EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402(4)(e)(I) AND/OR 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO RENT/LEASE OF AFFORDABLE HOUSING AT 920 AND/OR 1020 GRAND AVENUE, GRAND JUNCTION, COLORADO.***

With a unanimous vote the Executive Session was convened at 4:52 p.m, in accordance with the posted notice and for the purpose stated.

Upon completion of the Executive Session, Council President pro tem Herman moved, and Councilmember Kennedy seconded a motion to adjourn the Executive Session. The motion passed 7-0.

Adjournment

Without objection to the form or content of the Executive Session and there being no further business, Council President Stout adjourned the Executive Session at 5:23 p.m.

Amy Phillips
City Clerk



Grand Junction City Council
Minutes of the Regular Meeting
December 20, 2023

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 20th day of December at 5:30 p.m. Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Randall Reitz, Dennis Simpson, Council President Pro Tem Abe Herman and Council President Anna Stout.

Also present were City Manager Greg Caton, City Attorney John Shaver, Engineering and Transportation Director Trent Prall, Senior Planner Timothy Lehrbach, Planning Supervisor Niki Galehouse, City Clerk Amy Phillips, and Deputy City Clerks Selestina Sandoval and Krystle Koehler.

Mayor Stout asked her *Stout Student Zans Miracle* to lead the Pledge of Allegiance.

Proclamation

Proclaiming December 18, 2023 as International Day of the Migrant in the City of Grand Junction.
Executive Director Nelly Garcia Olmos accepted the proclamation.

Public Comments

Theresa Cambron discussed drug activity and stalking concerns.

Glen Stout discussed the Lake Road replacement lift station, and expressed concern of where the inlet line should go due to the embankment sliding and is worried about pollution if that was to fail.

Stephanie Stelter, David Stott, Frank Alonzo, Sunshine Chavez, Mary Holguin, Candida Aguayo, Susan Power, Troy Romero, Matt Abeyta and Gail Fry all spoke in regard to the closure of Raptors skilled gaming.

City Manager Report

City Manager Greg Caton had no report.

Board and Commission Liaison Reports

Councilmember Belifuss gave an update on the Historical Preservation Board.

Councilmember Reitz gave an update on the airport runway and the new airline coming to town which is Breeze Air.

Councilmember Kennedy gave an update on the Grand Junction Economic Partnership.

Councilmember Nguyen discussed a local business that is contributing to the ebike program, and that Mesa County has a new transportation commissioner.

Council President Stout discussed the target date for the resource center for people experiencing homelessness, talked about her advocacy trip to DC to meet with Senators and Federal Agencies about the concept of The Dolores River Canyon Country National Monument, and said the Colorado Municipal League (CML) executive board considered and adopted policy positions based on the recommendations made by the CML Policy Committee.

CONSENT AGENDA

1. Approval of Minutes

- a. Summary of the December 4, 2023 Workshop
- b. Minutes of the December 6, 2023 Regular Meeting

2. Set Public Hearings

a. Legislative

i. Introduction of an Ordinance Amending Various Sections of the Grand Junction Municipal Code (GJMC) on Sales and Use Tax by Adding Terms and Definitions to the GJMC Related to Economic Nexus and Setting a Public Hearing for January 3, 2024

ii. Introduction of an Ordinance Regarding the Community Recreation Center Bonds and Setting a Public Hearing for January 3, 2024

iii. Introduction of an Ordinance Regarding Joint Sewer System Revenue Bonds and Setting a Public Hearing for January 3, 2024

3. Procurements

a. Authorize Construction Contract for the F ½ Parkway Phase 1 Capacity Improvements

b. Authorize a Construction Contract for 2023 Sewer Replacements

c. Authorize Design-Build Contract to Construct the Emerson Skate Park

4. Resolutions

a. A Resolution to Sign Xcel Energy's Electric Vehicle Community Charging Hub and Public Charging Service Agreement to Reduce Costs Associated with Electric Vehicle Supply Infrastructure (EVSI) Installation

b. A Resolution Issuing a Revocable Permit to Allow for Portions of Two (2) Parking Stalls to Encroach into the 3rd Street Right-of-Way on the West Side of a Property Located at 1022 N 3rd Street Requested by Owners Brad Brisbin, Ann Brisbin, and Charles Jackson

c. A Resolution Concerning Resolution 41-22 and the Sale of Real Property Located at 2600 Riverside Parkway

d. A Resolution Amending the Contribution Rate to the Fire and Police Pension Association (FPPA)

Council President Pro Tem Herman moved, and Councilmember Kennedy seconded to adopt Consent Agenda Items 1-4 less item 2.a.iii. Motion carried by unanimous voice vote.

REGULAR AGENDA

An Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement District No. ST-23

Alley Improvement Districts are formed in partnership with property owners after a majority of owners petitioned the City to create the district and the corresponding alley improvements are authorized and completed. The cost is then shared between the property owners and the City. The alley running north and south between 6th and 7th Streets and extending between Tiger Avenue and Orchard Avenue east of Grand Junction High School has been improved under this structure. This ordinance approves the assessable costs of the improvements made to the alley improvement district and thereby assessed to the property owners and real property.

Engineering and Transportation Director Trent Prall presented this item.

Council President Pro Tem Abe Herman asked how many unpaved alleys are in the city, and why more alley improvements aren't done each year.

The public hearing opened at 6:21 pm.

Pam Linden spoke about her concerns with speed in the alley and asked if the city was going to implement speed bumps to slow traffic and about the D51 agreement and concerned with the incomplete parcels.

The public hearing closed at 6:22 pm.

Councilmember Simpson moved, and Council President Pro Tem Herman seconded to adopt Ordinance No. 5187, an ordinance approving the assessable cost of the

improvements made in and for Alley Improvement District ST-23 on final passage and order final publication in full. Motion carried unanimously by roll call vote, 7-0.

Council took a break at 6:25 pm and the meeting resumed at 6:38 pm.

A Resolution Accepting the Petition for the Annexation of 2.96 Acres of Land and Ordinances Annexing and Zoning the Hartman Brothers Annexation to I-1 (Light Industrial), Located at 821 21 ½ Road

The Applicant requested annexation of land into the city limits and a zone of annexation to I-1 (Light Industrial) for the Hartman Brothers Annexation. The approximately 2.96 acre annexation is located at 821 21 ½ Road. The subject property is developed with a 9,300 square foot building, which the Applicant intends to occupy with light industrial and retail uses. The property is Annexable Development per the Persigo Agreement and is eligible for annexation under state statutes. The proposed zone district of I-1 is consistent with the Industrial Land Use category of the Comprehensive Plan. The request for annexation is being considered concurrently by the City Council with the zone of annexation request. Both are included in this staff report.

Senior Planner Timothy Lehrbach presented this item.

Ty Johnson the applicant representative with Kaart Planning introduced himself and was available for questions.

The public hearing opened at 6:45 pm.

There were no public comments. The public hearing closed at 6:45 pm.

Council President Pro Tem Herman moved, and Councilmember Kennedy seconded to adopt Resolution No. 112-23, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Hartman Brothers Annexation, approximately 2.96 acres, located at 821 21 ½ Road. Motion carried unanimously by roll call vote, 7-0.

Councilmember Reitz moved, and Council President Pro Tem Herman seconded to adopt Ordinance No. 5188, an ordinance annexing territory to the City of Grand Junction, Colorado, the Hartman Brothers Annexation, approximately 2.96 acres, located at 821 21 ½ Road, on final passage and ordered final publication in pamphlet form. Motion carried unanimously by roll call vote, 7-0.

Councilmember Kennedy moved, and Councilmember Simpson seconded to adopt Ordinance No. 5189, an ordinance zoning the Hartman Brothers Annexation to I-1 (Light Industrial) zone district, on final passage and ordered final publication in pamphlet form. Motion carried unanimously by roll call vote, 7-0.

An Ordinance Approving a Rezone for Approximately 174.3 Acres from PD (Planned Development) to PD (Planned Development) and Adopting an Outline Development Plan for "Mesa Trails," Located Between 23 ¼ and 23 ¾ Roads, from G Road to Highway 6 and 50 (Continued to January 3, 2024)

Council President Pro Tem Herman moved, and Councilmember Kennedy seconded to continue item 5.a.iii to the January 3, 2024 regular meeting. Motion was carried unanimously by roll call vote, 7-0.

An Ordinance Repealing the 2010 Title 21 Zoning and Development Code and Adopting the 2023 Zoning and Development Code; an Ordinance Transitioning Zone Districts on the Official Zoning Map in Accordance with the 2023 Zoning and Development Code

The City contracted with Clarion Associates in December 2021 to update the City's Zoning and Development Code with the intent of updating regulations to better reflect the key principles and policies described in the 2020 One Grand Junction Comprehensive Plan, achieve a higher level of regulatory efficiency, consistency, and simplicity, and identify constraints and opportunities for affordable and attainable housing, consistent with those identified in the City's recently adopted Housing Strategies. Comprehensive Plan Principle 3 item. 1(e) provides "Ensure zoning and development regulations are consistent with the One Grand Junction Comprehensive Plan." The process for updating the Code commenced with a Code Assessment based on review of the City's Comprehensive Plan and subarea plans, Housing Needs Assessment and Strategy, and extensive interviews and focus groups, which then informed the areas of the Code to be updated. The update effort was supported by an 18-member Development Code Committee (DCC). The DCC met frequently over the past 18 months to discuss and ultimately to recommend adoption of an Updated Zoning and Development Code.

Community Development Director Tamra Allen wanted to acknowledge Planning Supervisor Niki Galehouse, Elizabeth Garman, Gabby Hart, and Kevin Bray.

Planning Supervisor Niki Galehouse presented this item.

The public hearing opened at 7:52 pm.

Nancy Strippel expressed concerns regarding land dedication for parks.

Keith Ehlers had concerns about the drive throughs and their importance, Keith thought it should have a committee that could work on the item.

Laura Cole had concerns regarding affordable housing and if there were requirements for underground existing utilities and the expense it would have on non-profit organizations.

Emily Powell thanked the Councilmembers and staff; she is in support of this item but wants to move forward with the adjacent issues and giving more time.

Jared Usher supported the item but has concerns regarding the drive throughs on 24 road.

Mil Finley spoke about land dedications, money for open spaces, and the need for parks.

Sid Quirell had a PowerPoint presentation which discussed drive throughs functionality and thought this issue should be added to the adjacent issue list.

Mike supported this item as is and with adjacent issues it should be how you allow drive through on 24 road.

John Usher supported this item as is and is a supporter of the drive through.

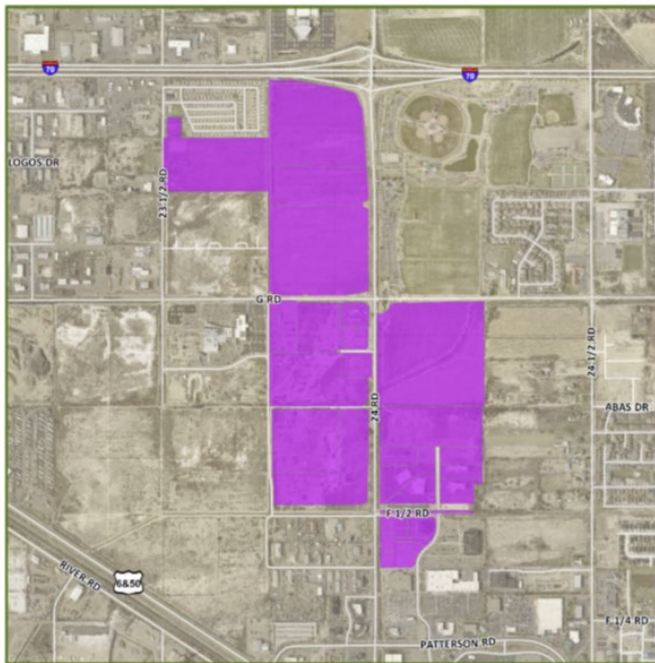
The public hearing closed at 8:17 pm.

Council took a break at 8:17 pm and resumed at 8:31 pm.

Conversation ensued regarding public notices, impact fees, refunds of impact fees, changing equestrian trails to soft trails, clarification on P2 zoning is allowed or required, tiny homes vs manufactured homes, short term spaces for industrial uses, why manufactured homes were excluded, also clarification on no new mobile homes. There was also an appreciation to the committee and staff, but more topics continued with highest and best use, more accessibility and keeping the 24 road corridor as is and go through the process to figure out how to allow drive throughs, additional consideration will be needed.

Motion #1 Council President Pro Tem Herman moved, and Councilmember Reitz seconded to drive throughs in the 24 road corridor, I move to incorporate a revision to the Adoption Draft as follows (additions are shown in underline).

21.04.040(e)(2)(i)(F) Drive-throughs for restaurants and retail are not allowed within the boundaries shown in Figure X below:



Motion was carried by roll call vote with Councilmember Simpson voting No, 6-1.

Motion #2 Council President Pro Tem Herman moved, and Councilmember Simpson seconded to open space dedication, I move to incorporate a revision to the Adoption Draft as follows (additions are shown in underline; deletions in strikethrough):

21.05.030(a)(1)(i)

(A) The ~~applicant~~ Director shall decide whether to dedicate land or to pay a fee in-lieu.

(B) ~~If the land offered for dedication by the applicant is not acceptable to the City, the applicant shall pay a fee in-lieu instead.~~ If a land dedication is preferred by the City, the Director shall work with the applicant to determine an appropriate location on the property by considering the following:

1. The area proposed for dedication is not critical to the overall project design, as determined by the applicant. If this can be met, the land proposed for dedication shall meet some or all of the following criteria:

a. The proposed land can implement the design criteria of the PROS plan and can be maintained by the City;

b. Availability of sufficient flat surface to provide usable park or open space, or suitable open space is provided to preserve one of the following, if located on the site:

(i) Unique landforms or natural areas;

(ii) Fish or wildlife habitat;

(iii) Cultural, historic, or archeological areas;

(iv) Outdoor recreation areas; or

(v) Unique vegetative areas and significant trees;

c. The area proposed for dedication is not inhibited by any easements or natural hazards that would compromise its intended purpose; and

d. The location of the dedication on the site is proximate to public access.

Motion was carried unanimously by roll call vote, 7-0

Motion #3 Council President Pro Tem Herman moved, and Councilmember Nguyen seconded to maintain current code and reject the development code committee recommendation on existing overhead utility undergrounding, no change. Motion was

carried by a roll call vote, with Councilmember Simpson, and Councilmember Kennedy voting No, 5-2.

Motion #4 Council President Pro Tem Herman moved, and Councilmember Nguyen seconded to roles and duties of planning commission, I move to incorporate a revision to the Adoption Draft as follows. (additions are shown in underline; deletions in strikethrough):

21.02.010(b)(9)(i) Provide a recommendation to the City Council on adoption of or amendment to any of the following:

- (A) Comprehensive Plan; and
- (B) Area, corridor, neighborhood, circulation, traffic, or other City plan;
- (C) ~~Review fee~~; and
- (D) ~~Impact fee~~.

Motion was carried by roll call vote with Councilmember Simpson and Councilmember Kennedy voting No, 5-2.

Motion #5 Transitional housing and occupancy limits, no change and no motion needed.

Motion #6 Councilmember Reitz moved, Council President Pro Tem Herman seconded to height limits for solar facilities, I move to incorporate a revision to the Adoption Draft as follows (additions are shown in underline; deletions in strikethrough):

21.03.040(c)(1)(i) Zone district height limit exceptions are allowed for attached accessory structures as follows: Motion carried unanimously by a roll call vote, 7-0.

Motion #7 Council President Pro Tem Herman moved, and Councilmember Nguyen seconded to downtown parking lots. I move to incorporate a revision to the Adoption Draft as follows (additions are shown in underline; deletions in ~~strikethrough~~):

Table 21.04-1: Principal Use Table A= Allowed Use C= Conditional Use For accessory use regulations, see Table 21.04-2 in Section 21.04.040											
Zone Districts	...	MU-2	MU-2	MU-3	CG	IO-R	I-1	I-2	P-1	P-2	...
...	...										
Parking Lot, Temporary	...	A	A	A	A	A	A	A		A	

...											
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21.04.030(d)

~~(10) Parking Lot, Commercial~~

~~In the MU-3 zone district, the following standards apply:~~

~~(i) The parking lot shall comply with the temporary parking lot standards in GJMC 21.04.050(b).~~

~~(ii) A Conditional Use Permit for a commercial parking lot shall not be granted if demolition of an existing building is required to complete the project or the prior building on the lot was demolished within the previous three years.~~

~~(iii) The approval conditions of a Conditional Use Permit for a commercial parking lot shall specify a period of validity not to exceed five years and shall allow for up to two, five-year extensions of the approval.~~

Motion was carried by a roll call vote with Councilmember Kennedy and Councilmember Simpson voting No, 5-2.

Motion #8 Councilmember Simpson moved, and Councilmember Kennedy seconded to impact fee review. I move to incorporate a revision to the Adoption Draft as follows follows (additions are shown in underline; deletions in strikethrough):

21.02.070(a)(11)

(i) Review Every ~~Seven~~Five Years

The impact fees described in this Code and the administrative procedures related to the imposition and collection of impact fees section shall be reviewed at least once every five ~~seven~~ years by an independent, as directed by the City Manager, to ensure that (i) the demand and cost assumptions underlying the impact fees are valid, (ii) the resulting impact fees do not exceed the actual costs of constructing capital facilities that are of the type for which the impact fees are paid and that are required to serve new impact-generating development, (iii) the monies collected or to be collected in each impact account have been and are expected to be spent for capital facilities for which the impact fees were paid, and (iv) the capital facilities for which the impact fees are to be used will benefit the new development paying the impact fees.

Motion carried unanimously by roll call vote, 7-0.

Motion #9 Councilmember Reitz moved, and Councilmember Simpson moved to large format retailer’s big box. I move to incorporate a revision to the Adoption Draft as follows (additions are shown in underline; deletions in ~~strikethrough~~):

Table 21.04-1: Principal Use Table								
A= Allowed Use C= Conditional Use								
For accessory use regulations, see Table 21.04-2 in Section 21.04.040								
Zone Districts	...	MU-2	MU-3	CG	IO-R	I-1	I-2	...
...	...							
Retail Sales and Service, Big Box	...	<u>C A</u>		<u>C A</u>		<u>C A</u>	<u>C A</u>	
...								

Motion carried unanimously by roll call vote, 7-0.

Motion #10 Electric fences, no changes, there is additional staff work that needs to be done to bring this back to Council to be considered.

Councilmember Simpson moved, and Councilmember Reitz seconded to amend Ordinance No 5190 an ordinance repealing and replacing the 2010 Title 21 Zoning and Development Code of the Grand Junction Municipal Code, as amended, and incorporating the proposed revisions in Exhibit 8 - Addendum to the Adoption Draft on final passage and ordered final publication in pamphlet form. Motion carried unanimously by roll call vote, 7-0.

Council President Pro Tem Herman moved, and Councilmember Reitz seconded to adopt Ordinance No 5191 an ordinance transitioning zone districts on the Official Zoning Map in accordance with the 2023 Zoning and Development Code on final passage and ordered final publication in pamphlet form. Motion was carried unanimously by roll call vote, 7-0.

An Ordinance Amending the One Grand Junction Comprehensive Plan with Revised Implementing Zone Districts to be Consistent with the Zoning & Development Code Update

On December 16, 2020, the Grand Junction City Council adopted Ordinance No. 4971, which approved the 2020 *One Grand Junction Comprehensive Plan* (“Plan”). It was contemplated by the Comprehensive Plan that the Zoning and Development Code (“Code”), including the zone districts established within, would be reviewed to ensure that it effectively implements the vision of the Comprehensive Plan and be amended where it did not. The city began this process in 2021, and it is being finalized for adoption in December 2023. During this update, the zone districts have been modified through consolidation and renaming. As a result, it is necessary that Chapter 3, Land Use Designations, be updated to avoid any confusion about which zone districts implement each designation.

Planning Supervisor Niki Galehouse presented this item.

The public hearing opened at 10:38 pm.

Kevin Bray spoke wishing good luck on the adjacent issues.

The public hearing closed at 10:38 pm.

Councilmember Kennedy moved, and Councilmember Reitz seconded to adopt Ordinance No. 5192, an ordinance amending the One Grand Junction Comprehensive Plan to revise implementing zone districts to be consistent with the Zoning & Development Code update on final passage and ordered final publication in pamphlet form. Motion was carried unanimously by a roll call vote, 7-0.

Non-Scheduled Comments

There were none.

Other Business

There were none.

Adjournment

Meeting adjourned at 10:39 pm.



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: January 3, 2024
Presented By: Shelley Caskey, Human Resources Director
Department: Human Resources
Submitted By: Shelley Caskey, Human Resources Director

Information

SUBJECT:

Introduction of an Ordinance Approving 457 Match and Setting a Public Hearing for January 17, 2024

RECOMMENDATION:

Introduction of a proposed ordinance for a 457 match, set a public hearing for January 17, 2024, and publish in pamphlet form.

EXECUTIVE SUMMARY:

Article XI, Section 88, of the City Charter, requires that the City Council act by ordinance to continue, alter, establish, provide for, and amend pension plans. While the City does not provide pensions for most retired employees, it does provide certain retirement plans, one of which is a deferred compensation plan in accordance with Section 457 of the Internal Revenue Code ("457 Plan"). Consistent with past City practice, the City Council considers and approves, in accordance with the Charter, changes to retirement plans. This is such an ordinance.

BACKGROUND OR DETAILED INFORMATION:

On December 6, 2023, the City Council adopted Ordinance 5186, setting the City's 2024 budget and making appropriations in support of expenditures planned by the budget. That Ordinance included a 1 percent City contribution to participating employees' 457 Plans so long as each participating employee is electing to defer at least 2 percent of the employee's base salary to his or her 457 Plan. The City will contribute on behalf of each participant for a Plan Year 1 percent of the participating employee's base salary. The City contribution is offered as an incentive to attract and retain employees and to encourage employees to save for retirement.

FISCAL IMPACT:

The 2024 estimated cost for the 457 match is \$273,000. These funds are included in the 2024 Adopted Budget.

SUGGESTED MOTION:

I move to adopt/deny Ordinance No XXX, an ordinance approving a 457 match and set a public hearing for January 17, 2024, and publish the proposed Ordinance in pamphlet form.

Attachments

- 1. ORD-457 1% 20231221

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE CITY OF GRAND JUNCTION
EMPLOYEE 457 DEFERRED COMPENSATION RETIREMENT PLAN

Recitals:

Article XI, Section 88, of the City Charter requires that the City Council act by ordinance to continue, alter, establish, provide for, and amend pension plans. While the City does not provide *pensions* to most retired employees, it does provide certain retirement plans, one of which is a deferred compensation plan in accordance with Section 457 of the Internal Revenue Code ("457 Plan"). Consistent with past City practice, the City Council considers and approves in accordance with the Charter changes to retirement plans. This is such an ordinance.

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Subsequent City contributions to pay employee benefits such as the 1% addition to the 457 Plan will be similarly considered, and as determined proper, approved by the City Council in accordance with annual appropriations practices.

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

1. The foregoing Recitals are incorporated and in consideration thereof, the City Council does continue, alter provide for and amend as generally set forth below, and as specifically provided in the plan documents for the City of Grand Junction Section 457 Deferred Compensation Plan, adopted and amended in accordance with Article XI, Section 88 of the Charter of the City of Grand Junction, a City contribution of 1% of participating employees base salary.
2. All lawful acts heretofore and hereafter taken by the City and its officers, agents, and employees in funding, managing, and administering the 457 Plan as adopted and amended are hereby ratified.
3. Any ordinance(s) or part thereof and/or any plan document inconsistent with the provisions of this Ordinance are hereby repealed.

INTRODUCED ON FIRST READING this ____ day of ____ 2024 and authorized to be published in pamphlet form.

PASSED, ADOPTED AND APPROVED this ____ day of ____ 2024 and authorized to be published in pamphlet form.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: January 3, 2024

Presented By: Tamra Allen, Community Development Director, Darrell Bay

Department: Community Development

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

Authorize the City Manager to Execute a Contract Extension for Professional Services with Mesa County for Building Permitting, Inspection, and Contractor Licensing

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a contract for professional services with Mesa County for building permitting, inspection, and contractor licensing.

EXECUTIVE SUMMARY:

The City contracts building services with Mesa County. This contract arrangement has been in place since 1998. Mesa County provides services to all other jurisdictions in Mesa County except for the City of Fruita, which ended its contract with Mesa County in 2023. Under the current contract, Mesa County retains 100 percent of all fees as compensation for services rendered. The current contract was approved on September 9, 2023, and is set to expire on January 15, 2024. Mesa County is requesting a time extension to September 6, 2027, which would align this contract with those of other jurisdictions served by the county. The contract extension, as currently drafted, would only extend the contract until January 31, 2025.

BACKGROUND OR DETAILED INFORMATION:

The City contracts for building services with Mesa County. Under that contract, Mesa County enforces adopted building, electrical, and plumbing codes and contractor licensing on behalf of the City. Under this contract, Mesa County is also entitled to retain 100 percent of all fees as compensation for services rendered.

The Building Department also contracts with Palisade, Debeque, and Collbran for building permits and inspection services. The City of Fruita concluded its contract with

Mesa County in 2023.

In 2022, 53.11 percent of the value of all permits in Mesa County were attributable to permits issued in incorporated Grand Junction, 37.34 percent were attributable to permits issued in unincorporated Mesa County, and the remaining 9.55 percent of the value was attributable to other jurisdictions.

Mesa County, as the contractor, is provided the ability to set the current standard fee schedule and may amend the fee schedule at its sole discretion. Mesa County adopted a revised fee schedule for its building permits that became effective July 1, 2017, and the City subsequently adopted this new fee schedule to align with the county's fee schedule pursuant to Resolution 47-17. In 2022, the fee structure and activity generated \$2,614,416 in revenue with expenses of \$2,320,096 for the building department. The County has implemented a tracking system that enables them to deliver information regarding the percentage of staff time assigned to City projects.

The County Building Department comprises 22 full-time staff, including one chief building official, one operations manager, four plan examiners, six building inspectors, four electrical inspectors and four permit technicians, one inspection manager, and one support services manager. Together, they currently support 180 average daily inspections, have conducted more than 43,000 inspections, and have issued 7,193 permits in 2022. Inspectors also work with the City to inspect short-term rentals for life and safety issues and will also conduct inspections of graywater systems, should these systems begin to be utilized. They have staff available 24/7 for 911 emergency response as needed. They maintain 16 trucks as part of their department's fleet.

The total 2023 budget for the department includes \$1,960,793 in personnel expenses and \$203,360 in operating expenses for a total expense budget of \$2,164,153. The budgeted revenue for the department was \$2,142,895.

The City Council reviewed the contract at an August 2023 workshop and requested additional information from the Mesa County Building Department. The resulting information was provided to staff and compiled into a memo dated September 11, 2023, as attached. Subsequently, the Council extended the contract with Mesa County for a period of approximately 6 months at a meeting on September 9, 2023. The current contract is set to expire on January 15, 2024. This contract would provide for extending current services until January 31, 2025.

FISCAL IMPACT:

The City's contract for building services with Mesa County allows for Mesa County to both set the standard fee schedule and retain 100 percent of the fees collected as compensation from the City for services rendered.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Manager to execute a contract with Mesa County for Mesa County for Building Permitting, Inspection, and Contractor Licensing Services from January 16, 2024 until January 31, 2025

Attachments

- 1. GJ Contract_Exp 01.15.2024
- 2. Building Services Contract Supplemental Information 091123
- 3. 3rd Quarter 2023 Building_Septic Dashboard- Inspections Graph
- 4. 2nd Quarter 2023 Building_Septic Dashboard- Inspections Graph (1)
- 5. 1st Quarter 2023 Building_Septic Dashboard- Inspections Graph (2)
- 6. Grand Junction Contract 2024

BOCC # 2023-46

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (hereinafter referred to as this "Contract") made and entered into as of the 5th day of September, 2023 by and between the Mesa County, Colorado, a political subdivision of the State of Colorado (hereinafter referred to as the "Contractor") and the of City of Grand Junction, a Colorado municipal corporation (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, the City desires to engage the services of the Contractor to perform certain work for the benefit of the City; and

WHEREAS, the Contractor desires to perform the work for the City in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The services to be provided by the Contractor and the City respectively are stated in Exhibit A attached hereto and made a part hereof by this reference. At its own expense, the City will provide identified services in Exhibit A to assist the Contractor in performing under this Contract.
2. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be supplied by the Contractor at its sole cost and expense.
3. The Contractor shall perform work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work.
4. The codes to be enforced in the City will be the codes presently adopted by the Contractor and any such code hereinafter adopted or amended by the Contractor. If the City does not adopt by ordinance all of the building related codes as are currently adopted and amended by the Contractor or as currently adopted by the State of Colorado, then the Contractor may terminate this agreement.
5. The Contractor shall proceed with and accomplish the work contracted hereunder upon receipt of a written notice to proceed from the City. Such written notice shall be issued by the City Administrator. The Contract Administrator for the Contractor is the Chief Building Official for Mesa County unless otherwise designated in writing. The Contract Administrator for the City shall be a City appointed Building Official who shall have all of the powers as authorized by Section 104 of the International Building Code. The Contractor shall act as the Building Official's Deputy as described in Section 104 of the International Building Code.

6. For the performance by the Contractor under this Contract, the City shall compensate and reimburse the Contractor in accordance with the provisions set forth in Exhibit B attached hereto and made a part hereof by this reference.
7. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and detail of its work.
8. Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulation, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded and eliminated in accordance with the highest accepted standards of safety practice. The Contractor shall comply fully with all pertinent federal, state, or local statutes, rules or regulations.
9. This is a personal services contract on the part of the Contractor. This contract may not be assigned without the prior express written consent of both parties and any attempt to assign this Contract without the prior express written consent of either party shall render the Contract null and void with respect to the attempted assignment.
10. No part of this Contract shall be subcontracted without the prior express written approval of the City. If the Contractor shall subcontract any portion of this Contract, the Contractor shall be fully responsible to the City for acts and omissions of a subcontractor, or persons either directly or indirectly employed and the acts and omissions of persons employed directly or indirectly by the Contractor.
11. Except for any documents or records subject to Colorado's open records laws, the Contractor shall retain in strictest confidence all information furnished to the Contractor by the City and the results of the Contractor's work hereunder. The Contractor shall not disclose such information or results to anyone except the City without the prior written consent of the City.
12. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days advanced written notice of intent to terminate this Contract.
13. Upon termination or expiration of this Contract, the Contractor shall immediately cease field work, prepare a final report on all work accomplished to that time, and deliver to the City the final report and all other documents, papers, calculations, notes, designs, drawings, maps, reports, or other technical papers which have been prepared by the Contractor under the terms of this Contract.
14. This is not an exclusive Contract. The Contractor may, at its sole discretion, contract with other entities for work similar to that work to be performed by the Contractor hereunder.
15. The term of this Contract shall extend to January 15, 2024.

16. Any expenditure under this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

17. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any disputes hereunder shall be in the District Court of the County of Mesa, Colorado.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO



BY: Bobbie Daniel
Bobbie Daniel, Acting Chair

Attest:

Bobbie Gross
Bobbie Gross, Clerk & Recorder

Danell Bay
Chief Building Official
Mesa County

City of Grand Junction, COLORADO

By: Greg Caton
Greg Caton, City Manager

Attest:

Amy Phillips
Amy Phillips, City Clerk

EXHIBIT A

a) Contractor Provided Services:

- i. The Contractor shall review building permit applications and all required documents for content and accuracy. The Contractor shall review building plans and specifications for compliance with the building code most currently adopted by the Contractor. The Contractor shall issue the building permit, provide the required inspections, and issue the Certificate of Occupancy after the final inspection is approved, all in compliance with applicable codes, ordinances, and regulations.
- ii. The Contractor shall take application, review and issue Contractor's Licensing for all qualified building contractors operating within the City consistent with regulations adopted by the City for such.
- iii. The Contractor will appoint, with City ratification, and operate a Building Board of Appeals consistent with §5.16.110 of the City Municipal Code.
- iv. The Contractor will provide an annual report to the City regarding building activity, budget and other relevant information, as may be requested.

b) City Provided Services:

- i. The City shall provide a development clearance approval for each building permit to be given to each permit applicant. Contractor shall not issue any permit until the permit applicant delivers the development clearance approved to the Contractor. The development clearance shall state that the City has reviewed the project for compliance with all City zoning and setback requirements, utility taps and driveway locations and found the same to be in compliance and shall grant approval to release a building permit. The Contractor shall verify set-backs as required by the City at the time of the first foundation inspection.
- ii. Should the City desire for a project site to be inspected prior to issuance of a Certificate of Occupancy to ensure compliance with the development clearance approval with exception of basic compliance issues including but not limited to height, setbacks and driveway location, the City shall be responsible for said inspection.

EXHIBIT B

The Contractor shall be compensated for services provided under this Contract as follows:

a. The Contractor shall charge permit fees for all work that requires the issuance of a building permit. Those fees shall be payable by the permit applicant at the time of permit issuance. Said fees shall be in accordance with the Contractor's then current standard fee schedule as from time to time adopted or amended by the Contractor in its sole discretion. Contractor shall be entitled to retain one hundred percent (100%) of all fees related to building fees including but not limited to plan review, permit, demolition, inspection and re-inspection fees.

b. The Contractor shall charge for Contractor's Licensing based on the City's adopted fee schedule. Contractor shall be entitled to retain one hundred percent (100%) of all licensing fees.

c. At the request or consent of the City Building Official, services may be provided by the Contractor that are not covered by the fees described herein. Such services may be provided by the Contractor at their discretion with no charge to the City

Memorandum

TO: Members of City Council
FROM: Greg Caton, City Manager
Tamra Allen, Community Development Director
DATE: September 11, 2023
SUBJECT: Building Services Contract – Supplemental Information

At a City Council workshop on July 17, the City Council asked the Mesa County Building Department to provide supplemental information on several topics. Staff met with Building Department representatives on August 28, and the combined list of supplemental information was requested:

- Plan review and permit fees compared to other jurisdictions
- Summary of non-English language resources that are available
- Description of the transition process from paper to digital plan submittal and permitting
- An update on Energy Code implementation and how it is impacting buildings such as ADU conversions
- Information about the impact to the Building Department with the transition of Fruita to their own building department
- Plan review costs for recent plans and permits for both the Community Hospital and St. Mary's projects

Attached is the response provided by Mesa County Building Division. On August 16, the City Council approved an extension to the Building Services Contract with Mesa County. The extension will conclude on January 15, 2024.

*C: John Shaver, City Attorney
Department Directors*

Attachment:

- Mesa County Building Division Additional Requested Information



September 8,2023

Building Services Contract Meeting 8/28/2023

Additional Requested Information

1. Spanish language:

Currently 1 field inspector fluent, Inspector supervisor can communicate, plans examiner and a support services staff member can read and speak with some limitations. There are several other Spanish speaking county employees in our building. We are also in the process of training staff with electronic translators. Our web page has a translator on it and we are working with our IT department on documents. We are looking into having our applications and other required documents converted to Spanish for our customers.

2. Transition from paper to digital:

With the implementation of MaintStar software we have been accepting more electronic applications and clearances. We are performing electronic plan review on some smaller projects, OWTS (septic), Solar and require the as-built on commercial to be electronic. A new portal is being built that will allow for more electronic review and permitting. Online permitting and payment is expanding as soon as testing is complete. As of now we are doing short term rentals, window replacement and re-roofs. In the near future we plan to open up all over the counter permits to online.

3. 2018 Energy Code is still a work in progress with education and implementation. The commercial is not a big change and is going without many challenges. Residential is still a bit challenging. Plan review is taking longer to ensure all of the state requirements of the energy code are met and indicated on the plans so the installers know what is required. Field inspections are quite a bit more difficult as the inspectors are working with the contractors to help them understand the new code and how to make their project comply. When the contractors don't use the path that was indicated on the plans or different heating and cooling equipment the inspectors do their best to help guide the them to comply with the code but in some cases, it requires more time than they have and an office re-review is needed. With the need for more assistance we are going to provide another energy code class for the residential construction at no cost to those attending. We are working with the HBA to provide lunch and we will cover the cost of the training.

This is the first step of many over the next few years as required by House Bill 22-1362.

4. Jurisdictions 2022 impact:

	Revenue	Expenditures
Fruita	7.30%	6.87%
Palisade	1.93%	2.00%
DeBeque	0.14%	0.23%
Collbran	0.17%	0.13%

Fruita over the last several years has been about 7% of Mesa Counties workload. The forming of their own department has had little impact on our department.

*Note revenue can be collected in one year and the expenditures the next

5. Hospital project fees.
- | | |
|------------------------------|----------|
| St Mary's Remodel & Addition | \$43,864 |
| Phase 2 Lab & Pharmacy | \$29,476 |
| Community Core/ Shell | \$46,767 |
| Floors 1-3 build out | \$55,566 |
6. Fees:

<i>2,000 sq. ft. Home with a 600 sq. ft. garage</i>						
Entity	Living price per sq. ft.	Garage price per sq. ft.	Total Valuation	Permit Fee	Plan Review Fee	Total Due
Durango	\$107.08	\$ 40.62	\$ 238,532.00	\$ 2,000.00		\$ 2,000.00
Greeley	\$167.37	\$ 66.48	\$ 374,628.00	\$ 2,533.75	\$ 1,393.56	\$ 3,927.31
Garfield County	\$ 74.68	\$ 24.00	\$ 163,760.00	\$ 1,352.15	\$ 878.90	\$ 2,231.05
Routt County	**	**			\$ -	\$ -
Colorado Springs	\$ 45.18	\$ 23.43	\$ 104,418.00	\$ 734.00	\$ 205.52	\$ 999.52*
Pueblo	\$ 73.93	\$ 22.00	\$ 161,060.00	\$ 961.30	\$ 96.13	\$ 1,057.43
Mesa County	\$ 74.68	\$ 29.99	\$ 167,354.00	\$ 991.00		\$ 991.00

* includes \$30 floodplain and \$30 enumeration review fees

** valuation from applicant required for fee

Fees and valuations are not available online from all jurisdictions and the ones that are valuations and fees vary quite a bit.

Mesa Counties fee schedule is in line with other department's that work as a regional building department. As seen in the table above the 2003 or older price per square foot is commonly used.

Some of the jurisdictions have their own fees in addition to the fee charged by the building department. A couple of examples are the Town of Hayden collects a 15% of the permit fee as a town building permit fee and the City of Steamboat Springs has a fixed city permit fee. (see attached)

These fees are in addition to the fees collected by Routt County Regional Building Department.

CITY OF STEAMBOAT SPRINGS PERMIT FEES

General Building Permit Fees

Single Family Residence	\$1100.00
Duplex Permit	\$1625.00
Triplex Permit	\$2150.00
4-Plex Permit	\$2675.00
Deck Permit	\$195.00
Interior Alterations:	\$195.00
Secondary or Employee Unit	\$715.00
Solar Permit Fee	\$130.00

Single Family Additions

Valuation of \$1000 to 26,099	\$455.00
Valuation of \$26,100 to \$75,099	\$780.00
Above \$75,100	\$1100.00

Commercial, Multi-Family & Mixed Use

Minimum Permit Fee	\$195.00
If valuation is > \$195,000 then fee is	\$1.00 per thousand

Fire Department

Plan Review Fee:	\$25.00
------------------	---------

City Finance Department Tax Fees

City Use Tax: $(\text{Total Project Valuation} \times .5) \times 4.5\% = \text{Total Use Tax}$

Excise Tax: $(\text{Total Project Valuation}) \times .012 = \text{Total Excise Tax}$

Grade and Fill Permit

Major Permit	\$3700.00
Medium Permit	\$1620.00
Minor Permit	\$415.00

NOTE: Routt County Regional Building Department Permit Fees apply in addition to the above City of Steamboat Springs Building Permit Fees.

Routt County Regional Building Department

136 Sixth Street, PO Box 773840 Steamboat Springs, CO 80477 PH: 970-870-5566 Fax 970-870-5489 Email:

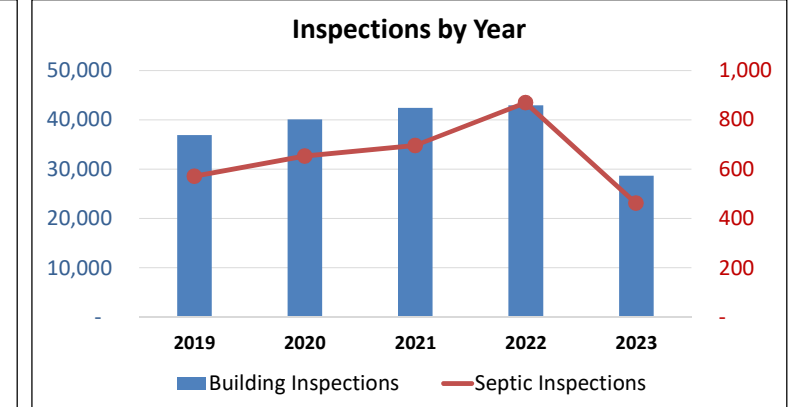
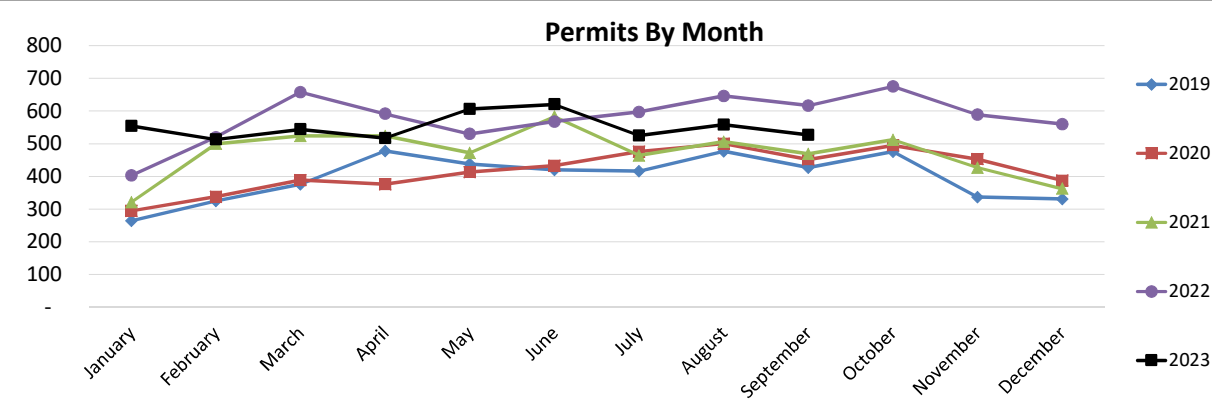
Mesa County Building Department Quarterly Dashboard
For period ending September 30, 2023

Permit Revenue by Jurisdiction

	2023*			2022			2021			2020			2019		
	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue
Unincorporated Mesa County	2,535	42.12%	\$ 714,613	2,993	34.32%	\$ 942,729	2,490	30.21%	\$ 718,206	2,244	28.36%	\$ 583,240	1,999	26.44%	\$ 509,837
Grand Junction	2,169	51.05%	\$ 866,173	2,932	52.35%	\$ 1,437,809	2,517	55.86%	\$ 1,327,884	2,256	58.27%	\$ 1,198,530	2,269	58.70%	\$ 1,132,022
Fruita	101	1.66%	\$ 28,204	615	6.98%	\$ 191,836	439	7.00%	\$ 166,314	372	6.76%	\$ 139,019	375	9.18%	\$ 177,115
Palisade	97	1.87%	\$ 31,664	142	1.94%	\$ 53,159	129	1.83%	\$ 43,511	110	1.38%	\$ 28,454	101	1.40%	\$ 26,968
Collbran	8	0.09%	\$ 1,520	11	0.12%	\$ 3,363	13	0.12%	\$ 2,858	10	0.10%	\$ 2,116	14	0.11%	\$ 2,194
DeBeque	16	0.18%	\$ 3,014	19	0.14%	\$ 3,932	6	0.24%	\$ 5,670	15	0.10%	\$ 2,052	13	0.19%	\$ 3,574
OWTS Permits	60	3.04%	\$ 51,525	328	4.14%	\$ 113,775	251	4.73%	\$ 112,547	229	5%	\$ 103,462	163	3.97%	\$ 76,645
Total	4,986	100%	\$ 1,696,713	7,040	100%	\$ 2,746,603	5,845	100%	\$ 2,376,991	5,236	100%	\$ 2,056,873	4,934	100%	\$ 1,928,354

Expenditures by Jurisdiction **

	2023		2022	
	%	Expenditure	%	Expenditure
Unincorporated Mesa County	35.22%	\$ 619,784	34.90%	\$ 837,369
Grand Junction	62.22%	\$ 1,095,012	55.96%	\$ 1,342,747
Fruita	1.78%	\$ 31,384	6.78%	\$ 162,660
Palisade	0.60%	\$ 10,630	2.00%	\$ 48,004
Collbran	0.05%	\$ 851	0.13%	\$ 3,205
DeBeque	0.13%	\$ 2,278	0.23%	\$ 5,536
Total	100.00%	\$ 1,759,939	100.00%	\$ 2,399,521



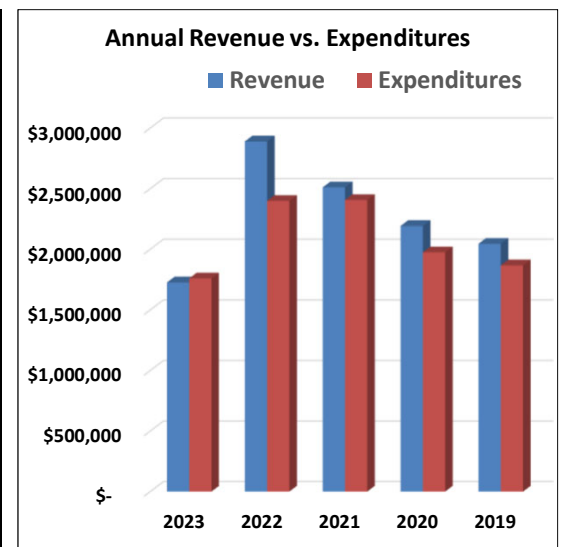
Budget Summary

Revenues					
	2023	2022	2021	2020	2019
Building- Adopted Budget	\$ 2,030,395	\$ 2,030,395	\$ 2,041,730	\$ 1,921,435	\$ 1,658,924
OWTS- Adopted Budget	\$ 112,500	\$ 112,500	\$ 118,680	\$ 67,539	\$ 86,000
Building Permits	\$ 1,529,680	\$ 2,638,138	\$ 2,273,628	\$ 1,964,623	\$ 1,851,709
Building- City Contracts / Payments	\$ -	\$ -	\$ -	\$ -	\$ -
Building- GJ Contractor Licensing	\$ 80,268	\$ 83,554	\$ 78,850	\$ 75,400	\$ 73,570
Building Inspection - Reinspection	\$ 29,501	\$ 30,894	\$ 15,538	\$ 20,259	\$ 18,042
Building- Permit Reactivation	\$ 23,240	\$ 12,565	\$ 10,710	\$ 11,865	\$ 11,200
Building- Training and Instructual Services	\$ -	\$ -	\$ 400	\$ 1,099	\$ 1,420
Building- Miscellaneous Revenue	\$ 2,420	\$ -	\$ 270	\$ 440	\$ 2
Long/ Short	\$ (3)	\$ 9	\$ 8	\$ (9)	\$ -
OWTS Repairs	\$ 400	\$ 2,000	\$ 11,700	\$ 9,875	\$ 13,585
OWTS Permits	\$ 49,250	\$ 108,465	\$ 103,363	\$ 92,250	\$ 66,200
OWTS Clearances	\$ 5,100	\$ 6,175	\$ 5,625	\$ 6,475	\$ 7,275
OWTS Contractor/ Cleaner Licenses	\$ 6,600	\$ 7,700	\$ 10,600	\$ 10,600	\$ 2,600
Total Revenue	\$ 1,726,456	\$ 2,889,500	\$ 2,510,692	\$ 2,192,868	\$ 2,045,603
Percentage of Adjusted Estimate	81%	135%	116%	110%	117%

Expenditures					
	2023	2022	2021	2020	2019
Building- Adjusted Appropriation	\$ 2,094,357	\$ 2,160,440	\$ 1,802,031	\$ 1,820,060	\$ 1,585,230
OWTS- Adjusted Appropriation	\$ 69,796	\$ 65,227	\$ 58,176	\$ 70,506	\$ 41,477
Building- Operations	\$ 113,145	\$ 338,201	\$ 173,780	\$ 217,180	\$ 239,500
Building- Labor	\$ 1,333,592	\$ 1,692,612	\$ 1,585,022	\$ 1,413,392	\$ 1,262,699
Building- Capital	\$ 54,500	\$ 28,000	\$ 365,481	\$ 88,343	\$ 174,422
OWTS Operations	\$ 7,094	\$ 6,777	\$ 8,227	\$ 4,523	\$ -
OWTS Labor	\$ 42,732	\$ 54,000	\$ 51,766	\$ 57,502	\$ -
Administration	\$ 43,899	\$ 59,963	\$ 58,808	\$ 62,380	\$ 59,399
Cost Allocation	\$ 164,977	\$ 219,969	\$ 163,815	\$ 131,267	\$ 131,267
Total Expenditures	\$ 1,759,939	\$ 2,399,521	\$ 2,406,899	\$ 1,974,586	\$ 1,867,287
Percentage of Adopted Budget Used	81%	108%	129%	104%	115%

Net Loss/ Gain	\$ (33,483)	\$ 489,979	\$ 103,793	\$ 218,282	\$ 178,315
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*Revenue and Expenditures subject to change based on year end closeout.
Expenditures reflected above do not include Building administration, permit sales, contractor licensing, or plan review.
Cost Allocation subject to change. This number is based on total annual cost of \$163,815 or \$18,330.75/ month for Y2022.
**GIS vehicle tracking data unavailable May 12-June 10, 2021.



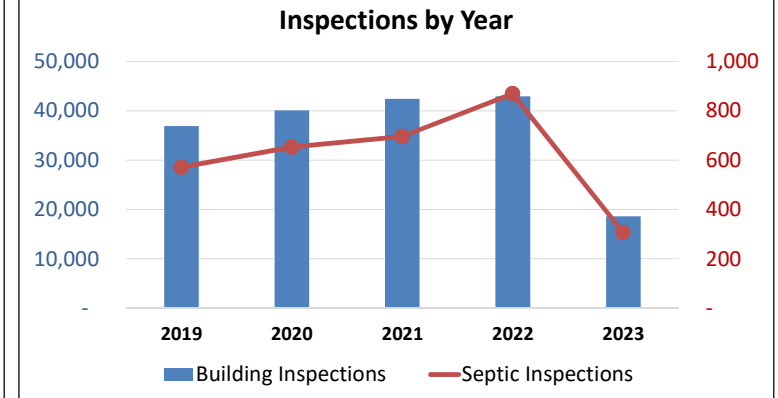
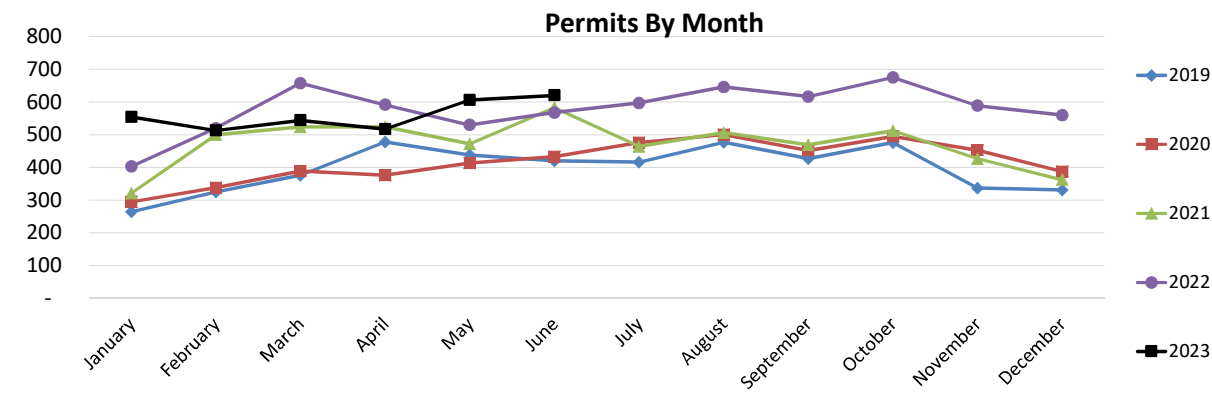
Mesa County Building Department Quarterly Dashboard For period ending June 30, 2023

Permit Revenue by Jurisdiction

	2023*			2022*			2021			2020			2019		
	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue
Unincorporated Mesa County	1,702	39.87%	\$ 474,786	3,197	33.32%	\$ 903,647	2,490	30.21%	\$ 686,975	2,244	28.36%	\$ 583,240	1,999	26.44%	\$ 509,837
Grand Junction	1,420	52.33%	\$ 623,117	2,959	53.10%	\$ 1,439,999	2,517	55.86%	\$ 1,270,142	2,256	58.27%	\$ 1,198,530	2,269	58.70%	\$ 1,132,022
Fruita	100	2.35%	\$ 27,977	627	7.30%	\$ 197,837	439	7.00%	\$ 159,082	372	6.76%	\$ 139,019	375	9.18%	\$ 177,115
Palisade	74	2.20%	\$ 26,188	142	1.93%	\$ 52,426	129	1.83%	\$ 41,619	110	1.38%	\$ 28,454	101	1.40%	\$ 26,968
Collbran	8	0.13%	\$ 1,520	11	0.17%	\$ 4,652	13	0.12%	\$ 2,734	10	0.10%	\$ 2,116	14	0.11%	\$ 2,194
DeBeque	12	0.19%	\$ 2,206	19	0.14%	\$ 3,678	6	0.24%	\$ 5,423	15	0.10%	\$ 2,052	13	0.19%	\$ 3,574
OWTS Permits	38	2.94%	\$ 35,045	238	4.04%	\$ 109,440	251	4.73%	\$ 107,653	229	5%	\$ 103,462	163	3.97%	\$ 76,645
Total	3,354	100%	\$ 1,190,839	7,193	100%	\$ 2,711,679	5,845	100%	\$ 2,273,628	5,236	100%	\$ 2,056,873	4,934	100%	\$ 1,928,354

Expenditures by Jurisdiction **

	2023		2022	
	%	Expenditure	%	Expenditure
Unincorporated Mesa County	35.31%	\$ 385,451	34.90%	\$ 809,652
Grand Junction	62.15%	\$ 678,528	55.96%	\$ 1,298,301
Fruita	1.92%	\$ 20,992	6.78%	\$ 157,276
Palisade	0.48%	\$ 5,240	2.00%	\$ 46,415
Collbran	0.01%	\$ 130	0.13%	\$ 3,099
DeBeque	0.12%	\$ 1,336	0.23%	\$ 5,353
Total	100.00%	\$ 1,091,675	100.00%	\$ 2,320,096



Budget Summary

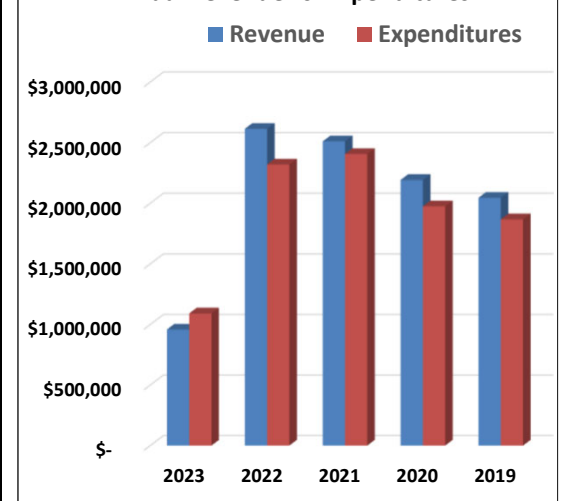
Revenues					
	2023	2022	2021	2020	2019
Building- Adopted Budget	\$ 2,030,395	\$ 2,030,395	\$ 2,041,730	\$ 1,921,435	\$ 1,658,924
OWTS- Adopted Budget	\$ 112,500	\$ 112,500	\$ 118,680	\$ 67,539	\$ 86,000
Building Permits	\$ 831,876	\$ 2,380,927	\$ 2,273,628	\$ 1,964,623	\$ 1,851,709
Building- City Contracts / Payments	\$ -	\$ -	\$ -	\$ -	\$ -
Building- GJ Contractor Licensing	\$ 71,828	\$ 80,514	\$ 78,850	\$ 75,400	\$ 73,570
Building Inspection - Reinspection	\$ 17,809	\$ 28,447	\$ 15,538	\$ 20,259	\$ 18,042
Building- Permit Reactivation	\$ 6,335	\$ 10,955	\$ 10,710	\$ 11,865	\$ 11,200
Building- Training and Instructual Services	\$ -	\$ -	\$ 400	\$ 1,099	\$ 1,420
Building- Miscellaneous Revenue	\$ -	\$ -	\$ 270	\$ 440	\$ 2
Long/ Short	\$ (101)	\$ 8	\$ 8	\$ (9)	\$ -
OWTS Repairs	\$ 200	\$ 2,000	\$ 11,700	\$ 9,875	\$ 13,585
OWTS Permits	\$ 23,150	\$ 98,015	\$ 103,363	\$ 92,250	\$ 66,200
OWTS Clearances	\$ 2,275	\$ 5,850	\$ 5,625	\$ 6,475	\$ 7,275
OWTS Contractor/ Cleaner Licenses	\$ 5,600	\$ 7,700	\$ 10,600	\$ 10,600	\$ 2,600
Total Revenue	\$ 958,971	\$ 2,614,416	\$ 2,510,692	\$ 2,192,868	\$ 2,045,603
Percentage of Adjusted Estimate	45%	122%	116%	110%	117%

Expenditures					
	2023	2022	2021	2020	2019
Building- Adjusted Appropriation	\$ 2,094,357	\$ 2,160,440	\$ 1,802,031	\$ 1,820,060	\$ 1,585,230
OWTS- Adjusted Appropriation	\$ 69,796	\$ 65,227	\$ 58,176	\$ 70,506	\$ 41,477
Building- Operations	\$ 72,372	\$ 321,532	\$ 173,780	\$ 217,180	\$ 239,500
Building- Labor	\$ 873,166	\$ 1,686,997	\$ 1,585,022	\$ 1,413,392	\$ 1,262,699
Building- Capital	\$ -	\$ 28,000	\$ 365,481	\$ 88,343	\$ 174,422
OWTS Operations	\$ 5,241	\$ 5,936	\$ 8,227	\$ 4,523	\$ -
OWTS Labor	\$ 28,389	\$ 53,854	\$ 51,766	\$ 57,502	\$ -
Administration	\$ 30,599	\$ 59,963	\$ 58,808	\$ 62,380	\$ 59,399
Cost Allocation	\$ 81,908	\$ 163,815	\$ 163,815	\$ 131,267	\$ 131,267
Total Expenditures	\$ 1,091,675	\$ 2,320,096	\$ 2,406,899	\$ 1,974,586	\$ 1,867,287
Percentage of Adopted Budget Used	50%	104%	129%	104%	115%

Net Loss/ Gain	\$ (132,704)	\$ 294,320	\$ 103,793	\$ 218,282	\$ 178,315
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*Revenue and Expenditures subject to change based on year end closeout.
Expenditures reflected above do not include Building administration, permit sales, contractor licensing, or plan review.
Cost Allocation subject to change. This number is based on total annual cost of \$163,815 or \$13,651.25/ month for Y2021.
**GIS vehicle tracking data unavailable May 12-June 10, 2021.

Annual Revenue vs. Expenditures



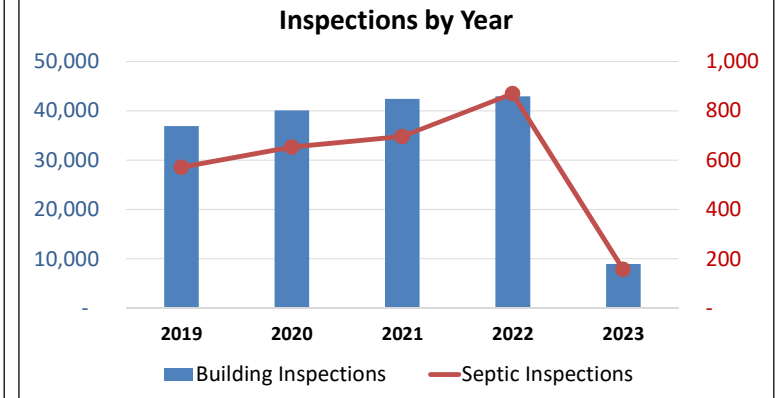
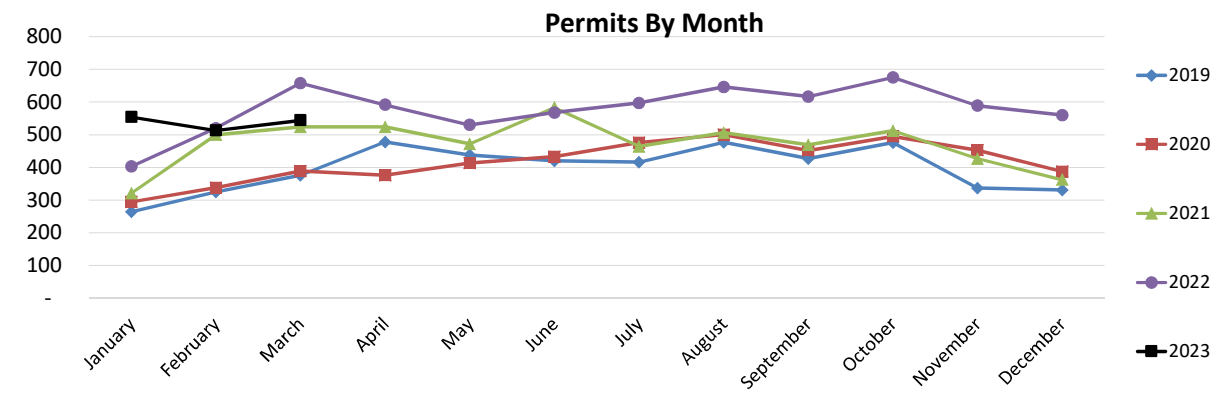
Mesa County Building Department Quarterly Dashboard For period ending March 30, 2023

Permit Revenue by Jurisdiction

	2023*			2022*			2021			2020			2019		
	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue	Permits	%	Revenue
Unincorporated Mesa County	778	35.70%	\$ 221,209	3,197	33.32%	\$ 903,647	2,490	30.21%	\$ 686,975	2,244	28.36%	\$ 583,240	1,999	26.44%	\$ 509,837
Grand Junction	679	54.84%	\$ 339,815	2,959	53.10%	\$ 1,439,999	2,517	55.86%	\$ 1,270,142	2,256	58.27%	\$ 1,198,530	2,269	58.70%	\$ 1,132,022
Fruita	100	4.51%	\$ 27,977	627	7.30%	\$ 197,837	439	7.00%	\$ 159,082	372	6.76%	\$ 139,019	375	9.18%	\$ 177,115
Palisade	28	2.38%	\$ 14,749	142	1.93%	\$ 52,426	129	1.83%	\$ 41,619	110	1.38%	\$ 28,454	101	1.40%	\$ 26,968
Collbran	3	0.07%	\$ 446	11	0.17%	\$ 4,652	13	0.12%	\$ 2,734	10	0.10%	\$ 2,116	14	0.11%	\$ 2,194
DeBeque	5	0.09%	\$ 569	19	0.14%	\$ 3,678	6	0.24%	\$ 5,423	15	0.10%	\$ 2,052	13	0.19%	\$ 3,574
OWTS Permits	18	2.40%	\$ 14,900	238	4.04%	\$ 109,440	251	4.73%	\$ 107,653	229	5%	\$ 103,462	163	3.97%	\$ 76,645
Total	1,611	100%	\$ 619,665	7,193	100%	\$ 2,711,679	5,845	100%	\$ 2,273,628	5,236	100%	\$ 2,056,873	4,934	100%	\$ 1,928,354

Expenditures by Jurisdiction **

	2023		2022	
	%	Expenditure	%	Expenditure
Unincorporated Mesa County	33.33%	\$ 182,501	34.90%	\$ 799,880
Grand Junction	63.56%	\$ 348,079	55.96%	\$ 1,282,633
Fruita	2.68%	\$ 14,670	6.78%	\$ 155,378
Palisade	0.35%	\$ 1,907	2.00%	\$ 45,855
Collbran	0.00%	\$ -	0.13%	\$ 3,061
DeBeque	0.08%	\$ 465	0.23%	\$ 5,288
Total	100.00%	\$ 547,622	100.00%	\$ 2,292,096



Budget Summary

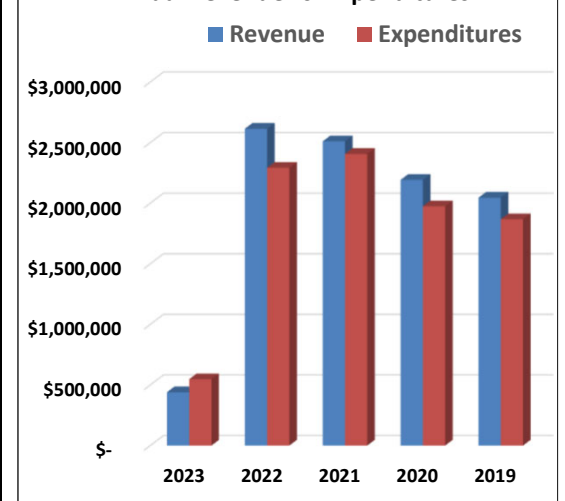
Revenues					
	2023	2022	2021	2020	2019
Building- Adopted Budget	\$ 2,030,395	\$ 2,030,395	\$ 2,041,730	\$ 1,921,435	\$ 1,658,924
OWTS- Adopted Budget	\$ 112,500	\$ 112,500	\$ 118,680	\$ 67,539	\$ 86,000
Building Permits	\$ 353,075	\$ 2,380,927	\$ 2,273,628	\$ 1,964,623	\$ 1,851,709
Building- City Contracts / Payments	\$ -	\$ -	\$ -	\$ -	\$ -
Building- GJ Contractor Licensing	\$ 62,098	\$ 80,514	\$ 78,850	\$ 75,400	\$ 73,570
Building Inspection - Reinspection	\$ 6,550	\$ 28,447	\$ 15,538	\$ 20,259	\$ 18,042
Building- Permit Reactivation	\$ 2,380	\$ 10,955	\$ 10,710	\$ 11,865	\$ 11,200
Building- Training and Instructual Services	\$ -	\$ -	\$ 400	\$ 1,099	\$ 1,420
Building- Miscellaneous Revenue	\$ -	\$ -	\$ 270	\$ 440	\$ 2
Long/ Short	\$ (2)	\$ 8	\$ 8	\$ (9)	\$ -
OWTS Repairs	\$ 200	\$ 2,000	\$ 11,700	\$ 9,875	\$ 13,585
OWTS Permits	\$ 11,200	\$ 98,015	\$ 103,363	\$ 92,250	\$ 66,200
OWTS Clearances	\$ 625	\$ 5,850	\$ 5,625	\$ 6,475	\$ 7,275
OWTS Contractor/ Cleaner Licenses	\$ 4,200	\$ 7,700	\$ 10,600	\$ 10,600	\$ 2,600
Total Revenue	\$ 440,326	\$ 2,614,416	\$ 2,510,692	\$ 2,192,868	\$ 2,045,603
Percentage of Adjusted Estimate	21%	122%	116%	110%	117%

Expenditures					
	2023	2022	2021	2020	2019
Building- Adjusted Appropriation	\$ 2,026,538	\$ 2,160,440	\$ 1,802,031	\$ 1,820,060	\$ 1,585,230
OWTS- Adjusted Appropriation	\$ 69,796	\$ 65,227	\$ 58,176	\$ 70,506	\$ 41,477
Building- Operations	\$ 42,887	\$ 321,532	\$ 173,780	\$ 217,180	\$ 239,500
Building- Labor	\$ 431,245	\$ 1,686,997	\$ 1,585,022	\$ 1,413,392	\$ 1,262,699
Building- Capital	\$ -	\$ -	\$ 365,481	\$ 88,343	\$ 174,422
OWTS Operations	\$ 3,322	\$ 5,936	\$ 8,227	\$ 4,523	\$ -
OWTS Labor	\$ 14,056	\$ 53,854	\$ 51,766	\$ 57,502	\$ -
Administration	\$ 15,157	\$ 59,963	\$ 58,808	\$ 62,380	\$ 59,399
Cost Allocation	\$ 40,954	\$ 163,815	\$ 163,815	\$ 131,267	\$ 131,267
Total Expenditures	\$ 547,622	\$ 2,292,096	\$ 2,406,899	\$ 1,974,586	\$ 1,867,287
Percentage of Adopted Budget Used	26%	103%	129%	104%	115%

Net Loss/ Gain	\$ (107,296)	\$ 322,320	\$ 103,793	\$ 218,282	\$ 178,315
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*Revenue and Expenditures subject to change based on year end closeout.
Expenditures reflected above do not include Building administration, permit sales, contractor licensing, or plan review.
Cost Allocation subject to change. This number is based on total annual cost of \$163,815 or \$13,651.25/ month for Y2021.
**GIS vehicle tracking data unavailable May 12-June 10, 2021.

Annual Revenue vs. Expenditures



#MCA _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (hereinafter referred to as this "Contract") made and entered into as of the _____ day of _____ 2024 by and between the Mesa County, Colorado, a political subdivision of the State of Colorado (hereinafter referred to as the "Contractor") and the of City of Grand Junction, a Colorado municipal corporation (hereinafter referred to as the "City").

W I T N E S S E T H

WHEREAS, the City desires to engage the services of the Contractor to perform certain work for the benefit of the City; and

WHEREAS, the Contractor desires to perform the work for the City in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The services to be provided by the Contractor and the City respectively are stated in Exhibit A attached hereto and made a part hereof by this reference. At its own expense, the City will provide identified services in Exhibit A to assist the Contractor in performing under this Contract.

2. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be supplied by the Contractor at its sole cost and expense.

3. The Contractor shall perform work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work.

4. The codes to be enforced in the City will be the codes presently adopted by the Contractor and any such code hereinafter adopted or amended by the Contractor. If the City does not adopt by ordinance all of the building related codes as are currently adopted and amended by the Contractor or as currently adopted by the State of Colorado, then the Contractor may terminate this agreement.

5. The Contractor shall proceed with and accomplish the work contracted hereunder upon receipt of a written notice to proceed from the City. Such written notice shall be issued by the City Administrator. The Contract Administrator for the Contractor is the Chief Building Official for Mesa County unless otherwise designated in writing. The Contract Administrator for the City shall be a City appointed Building Official who shall have all of the powers as authorized by Section 104 of the International Building Code. The Contractor shall act as the Building Official's Deputy as described in Section 104 of the International Building Code.

6. For the performance by the Contractor under this Contract, the City shall compensate and reimburse the Contractor in accordance with the provisions set forth in Exhibit B attached hereto and made a part hereof by this reference.

7. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and detail of its work.

8. Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulation, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded and eliminated in accordance with the highest accepted standards of safety practice. The Contractor shall comply fully with all pertinent federal, state, or local statutes, rules or regulations.

9. This is a personal services contract on the part of the Contractor. This contract may not be assigned without the prior express written consent of both parties and any attempt to assign this Contract without the prior express written consent of either party shall render the Contract null and void with respect to the attempted assignment.

10. No part of this Contract shall be subcontracted without the prior express written approval of the City. If the Contractor shall subcontract any portion of this Contract, the Contractor shall be fully responsible to the City for acts and omissions of a subcontractor, or persons either directly or indirectly employed and the acts and omissions of persons employed directly or indirectly by the Contractor.

11. Except for any documents or records subject to Colorado's open records laws, the Contractor shall retain in strictest confidence all information furnished to the Contractor by the City and the results of the Contractor's work hereunder. The Contractor shall not disclose such information or results to anyone except the City without the prior written consent of the City.

12. This Contract may be terminated at any time during the term of the Contract by either party upon 90 days advanced written notice of intent to terminate this Contract.

13. Upon termination or expiration of this Contract, the Contractor shall immediately cease field work, prepare a final report on all work accomplished to that time, and deliver to the City the final report and all other documents, papers, calculations, notes, designs, drawings, maps, reports, or other technical papers which have been prepared by the Contractor under the terms of this Contract.

14. This is not an exclusive Contract. The Contractor may, at its sole discretion, contract with other entities for work similar to that work to be performed by the Contractor hereunder.

15. This Contract shall expire on

16. Any expenditure under this Contract outside the current fiscal year is subject to future

annual appropriation of funds for any such proposed expenditure.

17. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any disputes hereunder shall be in the District Court of the County of Mesa, Colorado.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

BY: _____
Chair, Bobbie Daniel

Attest:

Bobbie Goss, Clerk & Recorder

Chief Building Official
Mesa County

City of Grand Junction, COLORADO

By: _____

Greg Caton, City Manager

Attest:

Amy Phillips, City Clerk

EXHIBIT A

a) Contractor Provided Services:

- i. The Contractor shall review building permit applications and all required documents for content and accuracy. The Contractor shall review building plans and specifications for compliance with the building code most currently adopted by the Contractor. The Contractor shall issue the building permit, provide the required inspections, and issue the Certificate of Occupancy after the final inspection is approved, all in compliance with applicable codes, ordinances, and regulations.
- ii. The Contractor shall take application, review and issue Contractor's Licensing for all qualified building contractors operating within the City consistent with regulations adopted by the City for such.
- iii. The Contractor will appoint, with City ratification, and operate a Building Board of Appeals consistent with §5.16.110 of the City Municipal Code.
- iv. The Contractor will provide an annual report to the City regarding building activity, budget and other relevant information, as may be requested.

b) City Provided Services:

- i. The City shall provide a development clearance approval for each building permit to be given to each permit applicant. Contractor shall not issue any permit until the permit applicant delivers the development clearance approved to the Contractor. The development clearance shall state that the City has reviewed the project for compliance with all City zoning and setback requirements, utility taps and driveway locations and found the same to be in compliance and shall grant approval to release a building permit. The Contractor shall verify set-backs as required by the City at the time of the first foundation inspection.
- ii. Should the City desire for a project site to be inspected prior to issuance of a Certificate of Occupancy to ensure compliance with the development clearance approval with exception of basic compliance issues including but not limited to height, setbacks and driveway location, the City shall be responsible for said inspection.

EXHIBIT B

The Contractor shall be compensated for services provided under this Contract as follows:

a. The Contractor shall charge permit fees for all work that requires the issuance of a building permit. Those fees shall be payable by the permit applicant at the time of permit issuance. Said fees shall be in accordance with the Contractor's then current standard fee schedule as from time to time adopted or amended by the Contractor in its sole discretion. Contractor shall be entitled to retain one hundred percent (100%) of all fees related to building fees including but not limited to plan review, permit, demolition, inspection and re-inspection fees.

b. The Contractor shall charge for Contractor's Licensing based on the City's adopted fee schedule. Contractor shall be entitled to retain one hundred percent (100%) of all licensing fees.

c. At the request or consent of the City Building Official, services may be provided by the Contractor that are not covered by the fees described herein. Such services may be provided by the Contractor at their discretion with no charge to the City



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: January 3, 2024
Presented By: Jay Valentine, General Services Director
Department: General Services
Submitted By: Jerod Timothy, Deputy General Services Director

Information

SUBJECT:

Dumpster Purchase for Solid Waste and Recycling

RECOMMENDATION:

Authorize the City Purchasing Division to approve a purchase order with Monmouth Solutions, Inc. for the purchase of dumpsters for the solid waste and recycling programs for \$203,689.

EXECUTIVE SUMMARY:

As the City's recycling program continues to expand, ensuring an ample supply of dumpsters for commercial customers becomes increasingly crucial. Several businesses, hospitals, schools, and more are demonstrating a growing interest in enhancing their sustainability practices. Providing these services plays a pivotal role in the City's initiative to advance sustainability practices within the community. Approval of this contract provides 125 dumpsters for this purpose. Staff initially solicited 105 dumpsters and received a low bid of \$172,995. Since then, the City was awarded a grant that provided for an additional 20 dumpsters, increasing the total cost to \$203,689, which then requires City Council approval.

BACKGROUND OR DETAILED INFORMATION:

The availability and accessibility of cardboard recycling options not only align with the evolving preferences of businesses and institutions but also contribute significantly to our broader commitment to environmental responsibility. By offering these services, the City of Grand Junction actively supports waste reduction, promotes eco-friendly practices, and fosters a community-wide culture of environmental awareness and responsibility. This initiative not only meets the demands of today's environmentally conscious consumers but also positions our City as a leader in sustainable and responsible waste management practices.

Originally, staff solicited 105 dumpsters of various sizes and received a low bid of \$172,995 from Monmouth Solutions. Since then, the City was awarded a grant that provided for an additional 20 dumpsters, increasing the total cost by \$30,694. With this increase, the purchase order total is \$203,689, an amount that must be approved by City Council.

A formal Invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City’s Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, and advertised in The Grand Junction Daily Sentinel. The City received four bids for the project that were found to be responsive and responsible in the following amounts:

Contractor	Location	Bid Amount
Monmouth Solutions, Inc.	Lowell, MA	\$172,995
Colorado Correctional Industries	Canyon City, CO	\$183,330
Kois Brothers Equipment Co.	Commerce City, CO	\$194,394
MCS (Mobile Container Service)	Commerce City, CO	\$222,980

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

FISCAL IMPACT:

The cost of this contract is included in the 2024 Adopted Budget in the Solid Waste Fund and is offset by \$30,694 in grant funds awarded through the State Recycling Resources and Economic Opportunity Program.

SUGGESTED MOTION:

I move to (authorize/ not authorize) the City Purchasing Division to sign a purchase order with Monmouth Solutions for a total of \$203,689.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: January 3, 2024
Presented By: Randi Kim, Utilities Director
Department: Utilities
Submitted By: William Comerer, Project Engineer

Information

SUBJECT:

Construction Contract for I-70B Waterline Replacements - 1st Street to 3rd Street

RECOMMENDATION:

Staff recommends authorizing the City Purchasing Division to execute a construction contract with Dirtworks Construction, LLC for the I-70B Waterline Replacements – 1st Street to 3rd Street project in the amount of \$1,779,908.94.

EXECUTIVE SUMMARY:

This item is to award a construction contract for the I-70B Waterline Replacements project. The project will replace the existing high density polyethylene (HDPE) waterlines in Ute and Pitkin Avenues, from 1st to 3rd Streets. These HDPE waterlines were installed between 1995 and 1997 and have had an above-average history of breaks. This work will occur in advance of the Colorado Department of Transportation (CDOT) road improvements scheduled to start in summer of 2024. A new waterline will also be installed in 2nd Street between Ute and Pitkin Avenues in advance of the 2nd Street Promenade improvements.

BACKGROUND OR DETAILED INFORMATION:

Various sections of the City's water distribution pipelines located in Ute Avenue and Pitkin Avenue consist of high-density polyethylene (HDPE) pipe materials that were installed between 1995 and 1997. The City has had an above-average history of waterline breaks on these HDPE pipes over the years. The City has repaired a number of fittings and replaced numerous services along these corridors but has continued to have issues with fittings along the water mains.

The Colorado Department of Transportation (CDOT) will be constructing road improvements along I-70B from Rood Avenue to approximately 3rd Street starting in

2024. The CDOT Project will be replacing water facilities as necessary for the roadway improvements. The City of Grand Junction will contract replacement of the waterlines from 1st Street to 3rd Street separately in advance of the CDOT Project. Approximately 3,326 linear feet of pipe will be removed as required by CDOT. This project will include construction of a new 8-inch diameter waterline in 2nd Street in advance of the promenade improvements planned to improve pedestrian connectivity in downtown. The project proposes to install 2,923 linear feet of main line pipe and 668 linear feet of service lines.

A formal Invitation for Bids was issued via BidNet (an online site for government agencies to post solicitations), posted on the City’s Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, and advertised in The Grand Junction Daily Sentinel. The City received two bids for the project that were found to be responsive and responsible in the following amounts:

Contractor	Location	Bid Amount
Dirtworks Construction, LLC	Grand Junction, CO	\$1,779,908.94
Sorter Construction, Inc.	Grand Junction, CO	\$1,997,250.20

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract. If awarded, construction will begin in early 2024.

FISCAL IMPACT:

Funding for this project is in the 2024 Adopted Budget for the Water Fund.

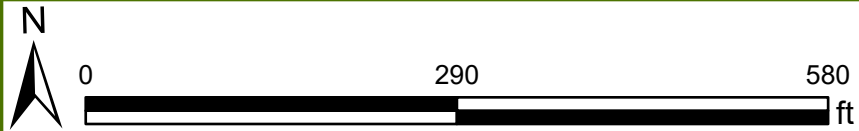
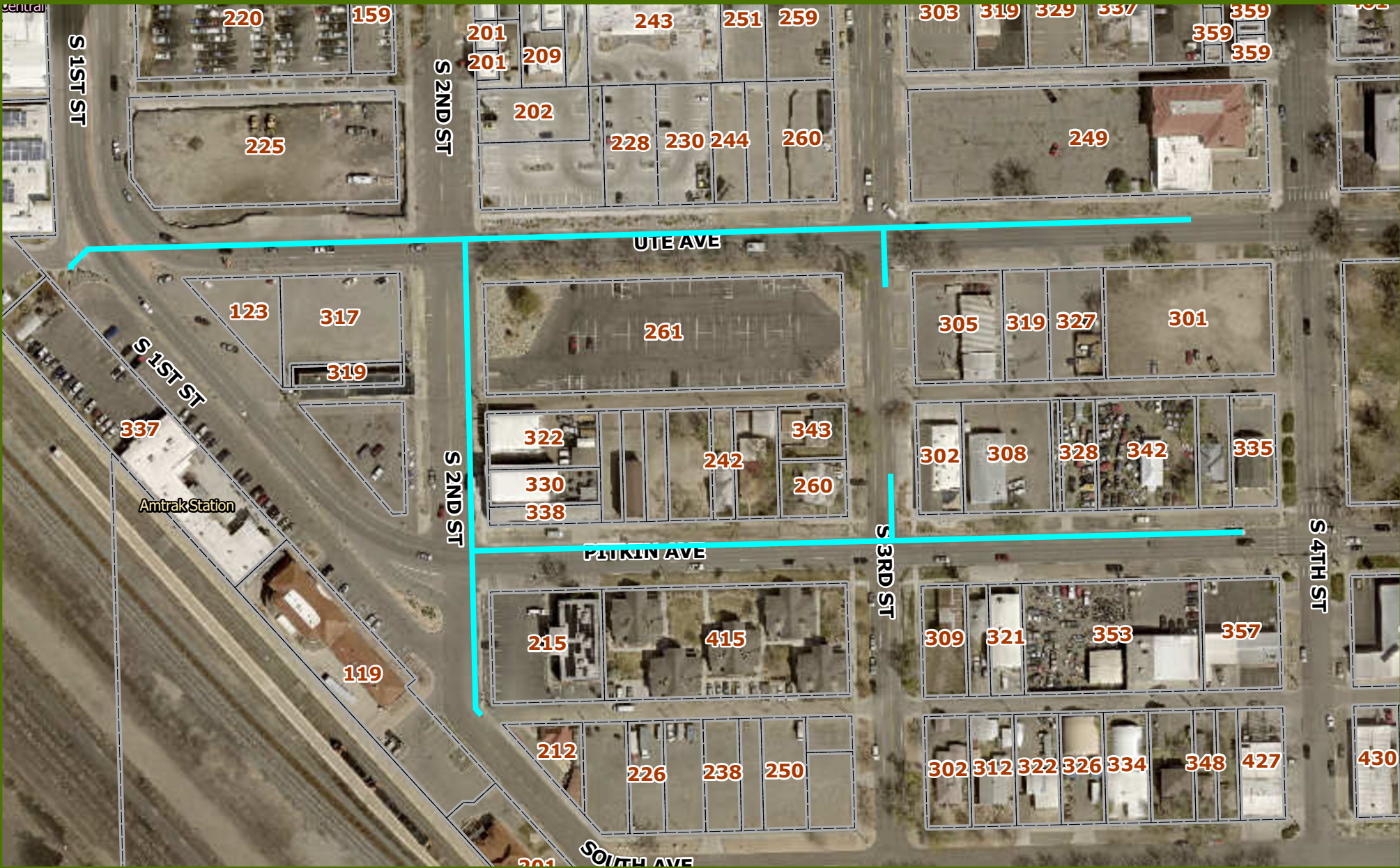
SUGGESTED MOTION:

I move to (authorize/ not authorize) the City Purchasing Division to enter into a contract with Dirtworks Construction, LLC of Grand Junction, Colorado for the I-70B Waterline Replacements – 1st Street to 3rd Street project in the amount of \$1,779,908.94.

Attachments

1. I-70B Waterline Replacements

I-70B Waterline Replacements



Printed: 12/19/2023
 1 inch equals 150 feet
 Scale: 1:1,800





Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: January 3, 2024
Presented By: Amy Phillips, City Clerk
Department: City Clerk
Submitted By: Amy Phillips

Information

SUBJECT:

A Resolution Designating the Location for the Posting of the Notice of Meetings, Establishing the 2024 City Council Meeting Schedule, and Establishing the Procedure for Calling of Special Meetings for the City Council

RECOMMENDATION:

Staff recommends adoption of the Resolution.

EXECUTIVE SUMMARY:

The purpose of this item is to designate the website as the City's official posting location for agendas and to set City Council's 2024 meeting schedule.

BACKGROUND OR DETAILED INFORMATION:

The City's Municipal Code, Sec. 2.04.010, requires the meeting schedule and the procedure for calling special meetings be determined annually by resolution.

In 1991, the Open Meetings Law was amended to include a provision that requires that a "local public body" annually designate the location of the public place for posting notice of meetings and such designation shall occur at the first regular meeting of each calendar year (§24-6-402(2)(c) C.R.S.). In 2019, by way of House Bill 19-1087 (Attachment 1), local public bodies were authorized to transition from physical notices of public meetings in physical locations to posting notices on a website. The local public body shall be deemed to have given full and timely notice of a public meeting if it posts the notice (with specific agenda information) no less than 24 hours prior to holding the meeting on a public website. Therefore, the attached resolution indicates that the City of Grand Junction's "Notice of Meetings" shall be considered on the website www.gjcity.org. HB 19-1087 also requires the designation of a physical posting location in the event of a power outage, disruption in internet service, etc., that prevents the

public from accessing the notice online.

This resolution will determine the dates of the regular City Council meetings for 2024. Additional meetings may be scheduled from time to time and adequate notice will be posted online prior to the holding of any additional regular meeting(s). The City Council also has the authority to change, reschedule, or cancel any of the listed regular meetings with proper notice.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 01-24, a resolution designating the location for the posting of the notice of meetings, establishing the 2024 City Council meeting schedule, and establishing the procedure for calling of special meetings for the City Council.

Attachments

- 1. HB 19-1087 Posting Notices on Website
- 2. RES-2024 Posting Locations 20231227

An Act

HOUSE BILL 19-1087

BY REPRESENTATIVE(S) Soper and Hansen, Coleman, McKean, Snyder, Williams D., Bockenfeld, Gray, Jaquez Lewis, Kipp, Rich, Tipper, Titone, Weissman;
also SENATOR(S) Woodward and Bridges, Gonzales, Hisey, Moreno, Todd.

CONCERNING ONLINE NOTICE OF PUBLIC MEETINGS OF A LOCAL GOVERNMENTAL ENTITY.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 24-6-402, **amend** (2)(c) as follows:

24-6-402. Meetings - open to public - legislative declaration - definitions. (2) (c) (I) Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The posting shall include specific agenda information where possible.

(II) THE GENERAL ASSEMBLY HEREBY FINDS AND DECLARES THAT:

(A) IT IS THE INTENT OF THE GENERAL ASSEMBLY THAT LOCAL GOVERNMENTS TRANSITION FROM POSTING PHYSICAL NOTICES OF PUBLIC MEETINGS IN PHYSICAL LOCATIONS TO POSTING NOTICES ON A WEBSITE, SOCIAL MEDIA ACCOUNT, OR OTHER OFFICIAL ONLINE PRESENCE OF THE LOCAL GOVERNMENT TO THE GREATEST EXTENT PRACTICABLE;

(B) IT IS THE INTENT OF THE GENERAL ASSEMBLY TO RELIEVE A LOCAL GOVERNMENT OF THE REQUIREMENT TO PHYSICALLY POST MEETING NOTICES, WITH CERTAIN EXCEPTIONS, IF THE LOCAL GOVERNMENT COMPLIES WITH THE REQUIREMENTS OF ONLINE POSTED NOTICES OF MEETINGS;

(C) A NUMBER OF FACTORS MAY AFFECT THE ABILITY OF SOME LOCAL GOVERNMENTS TO EASILY ESTABLISH A WEBSITE, POST MEETING NOTICES ONLINE, AND OTHERWISE BENEFIT FROM HAVING AN ONLINE PRESENCE, INCLUDING THE AVAILABILITY OF BROADBAND OR RELIABLE BROADBAND, THE LACK OF CELLULAR TELEPHONE AND DATA SERVICES, AND FISCAL OR STAFFING CONSTRAINTS OF THE LOCAL GOVERNMENT;

(D) LOCAL GOVERNMENTS ARE ENCOURAGED TO AVAIL THEMSELVES OF EXISTING FREE RESOURCES FOR CREATING A WEBSITE AND RECEIVING CONTENT MANAGEMENT ASSISTANCE FROM THE COLORADO STATEWIDE INTERNET PORTAL AUTHORITY AND STATEWIDE ASSOCIATIONS REPRESENTING LOCAL GOVERNMENTAL ENTITIES; AND

(E) IT IS THE INTENT OF THE GENERAL ASSEMBLY TO CLOSELY MONITOR THE TRANSITION TO PROVIDING NOTICES OF PUBLIC MEETINGS ONLINE OVER THE NEXT TWO YEARS AND, IF SIGNIFICANT PROGRESS IS NOT MADE, TO BRING LEGISLATION MANDATING IN STATUTE THAT ALL NOTICES BE POSTED ONLINE EXCEPT IN VERY NARROW CIRCUMSTANCES THAT ARE BEYOND THE CONTROL OF A LOCAL GOVERNMENT.

(III) ON AND AFTER JULY 1, 2019, A LOCAL PUBLIC BODY SHALL BE

DEEMED TO HAVE GIVEN FULL AND TIMELY NOTICE OF A PUBLIC MEETING IF THE LOCAL PUBLIC BODY POSTS THE NOTICE, WITH SPECIFIC AGENDA INFORMATION IF AVAILABLE, NO LESS THAN TWENTY-FOUR HOURS PRIOR TO THE HOLDING OF THE MEETING ON A PUBLIC WEBSITE OF THE LOCAL PUBLIC BODY. THE NOTICE MUST BE ACCESSIBLE AT NO CHARGE TO THE PUBLIC. THE LOCAL PUBLIC BODY SHALL, TO THE EXTENT FEASIBLE, MAKE THE NOTICES SEARCHABLE BY TYPE OF MEETING, DATE OF MEETING, TIME OF MEETING, AGENDA CONTENTS, AND ANY OTHER CATEGORY DEEMED APPROPRIATE BY THE LOCAL PUBLIC BODY AND SHALL CONSIDER LINKING THE NOTICES TO ANY APPROPRIATE SOCIAL MEDIA ACCOUNTS OF THE LOCAL PUBLIC BODY. A LOCAL PUBLIC BODY THAT PROVIDES NOTICE ON A WEBSITE PURSUANT TO THIS SUBSECTION (2)(c)(III) SHALL PROVIDE THE ADDRESS OF THE WEBSITE TO THE DEPARTMENT OF LOCAL AFFAIRS FOR INCLUSION IN THE INVENTORY MAINTAINED PURSUANT TO SECTION 24-32-116. A LOCAL PUBLIC BODY THAT POSTS A NOTICE OF A PUBLIC MEETING ON A PUBLIC WEBSITE PURSUANT TO THIS SUBSECTION (2)(c)(III) MAY IN ITS DISCRETION ALSO POST A NOTICE BY ANY OTHER MEANS INCLUDING IN A DESIGNATED PUBLIC PLACE PURSUANT TO SUBSECTION (2)(c)(I) OF THIS SECTION; EXCEPT THAT NOTHING IN THIS SECTION SHALL BE CONSTRUED TO REQUIRE SUCH OTHER POSTING. A LOCAL PUBLIC BODY THAT POSTS NOTICES OF PUBLIC MEETINGS ON A PUBLIC WEBSITE PURSUANT TO THIS SUBSECTION (2)(c)(III) SHALL DESIGNATE A PUBLIC PLACE WITHIN THE BOUNDARIES OF THE LOCAL PUBLIC BODY AT WHICH IT MAY POST A NOTICE NO LESS THAN TWENTY-FOUR HOURS PRIOR TO A MEETING IF IT IS UNABLE TO POST A NOTICE ONLINE IN EXIGENT OR EMERGENCY CIRCUMSTANCES SUCH AS A POWER OUTAGE OR AN INTERRUPTION IN INTERNET SERVICE THAT PREVENTS THE PUBLIC FROM ACCESSING THE NOTICE ONLINE.

(IV) FOR PURPOSES OF THIS SECTION, "LOCAL PUBLIC BODY" INCLUDES MUNICIPALITIES, COUNTIES, SCHOOL BOARDS, AND SPECIAL DISTRICTS.


SECTION 2. In Colorado Revised Statutes, 32-1-903, **amend** (2) as follows:

32-1-903. Meetings. (2) Notice of time and place designated for all regular AND SPECIAL meetings shall be ~~posted in at least three public places within the limits of the special district, and, in addition, one such notice shall be posted in the office of the county clerk and recorder in the county or counties in which the special district is located.~~ Such notices shall remain


~~posted and shall be changed in the event that the time or place of such regular meetings is changed~~ PROVIDED IN ACCORDANCE WITH SECTION 24-6-402. Special meetings may be called by any director by informing the other directors of the date, time, and place of such special meeting, and the purpose for which it is called, and by ~~posting~~ PROVIDING notice ~~as provided in this section at least seventy-two hours prior to said meeting~~ IN ACCORDANCE WITH SECTION 24-6-402. All official business of the board shall be conducted only during said regular or special meetings at which a quorum is present, and all said meetings shall be open to the public.

SECTION 3. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 2, 2019, if adjournment sine die is on May 3, 2019); except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless


approved by the people at the general election to be held in November 2020 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.



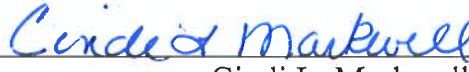
KC Becker
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Leroy M. Garcia
PRESIDENT OF
THE SENATE

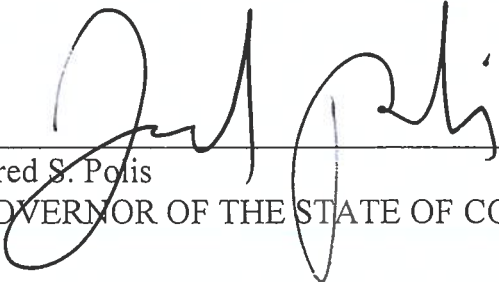


Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED April 25, 2019 at 1:45 p.m.
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

CITY OF GRAND JUNCTION

RESOLUTION NO. xx-24

A RESOLUTION DESIGNATING THE LOCATION FOR THE POSTING OF THE NOTICE OF MEETINGS, ESTABLISHING THE 2024 CITY COUNCIL MEETING SCHEDULE, AND ESTABLISHING THE PROCEDURE FOR CALLING OF SPECIAL MEETINGS FOR THE CITY COUNCIL

Recitals.

The City Council of the City of Grand Junction is a "local public body" as defined in C.R.S. §24-6-402 (1)(a).

The City Council holds meetings to discuss public business.

The law, C.R.S. §24-6-402(2)(c), provides that

"Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than 24 hours prior to the holding of the meeting. The public place or places for posting of such notice shall be designated annually at the local public body's first regular meeting of each calendar year."

Signed on April 25, 2019, House Bill 19-1087 permits local public bodies to transition from posting physical notices in physical locations to posting notices online. The local public body shall be deemed to have given full and timely notice of a public meeting if it posts the notice (with specific agenda information if available) no less than twenty-four hours prior to holding the meeting on a public website.

The Grand Junction Municipal Code, 2.04.010, provides that the meeting schedule and the procedure for calling of special meetings of the City Council shall be established by resolution annually.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO THAT:

1. The Recitals are incorporated in in consideration thereof the **Notice of Meetings** for the local public body shall be posted on the City of Grand Junction's website www.gjcity.org. If an event (such as a power outage or disruption in internet service) occurs that prevents the public from accessing the **Notice** online, the glassed-in exterior notice board at 250 North 5th Street, City Hall is designated as the official posting location for the duration of that event.

2. The meeting schedule for the regular meetings of the City Council in 2024 is:

Month	Dates
January	03, 17
February	07, 21
March	06, 20
April	03, 17
May	01, 15
June	05 only <i>The June 19th meeting is cancelled due to Holiday</i>
July	03, 17
August	07, 21
September	04, 18
October	02, 16
November	06, 20
December	04, 18

3. Additional meetings may be scheduled or cancelled dependent on the number of items coming/nature of business before the City Council. The City Council will determine that on a case by case basis. Proper notification for any change in the meeting schedule will be provided.

4. Additional special meetings may be called by the President of the City Council for any purpose and notification of such meeting shall be posted twenty-four hours prior to the meeting. Each and every member of City Council shall be notified of any special meeting at least twenty-four hours in advance.

5. The City's boards, commissions, committees, groups and similar entities shall be deemed to have given full and timely notice of a public meeting if it posts online public meeting notice no less than twenty-four hours to holding the meeting.

Read, adopted, and approved this 3rd day of January 2024.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: January 3, 2024
Presented By: Timothy Lehrbach, Senior Planner
Department: Community Development
Submitted By: Tim Lehrbach, Senior Planner

Information

SUBJECT:

A Resolution Finding that the 2020 One Grand Junction Comprehensive Plan Together with the 3-Mile Plan Map Serves as the Annual Three-Mile Plan for the City of Grand Junction

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution.

EXECUTIVE SUMMARY:

Colorado law (C.R.S. § 31-12-101, *et. seq.*) provides among other things, that no municipal annexation may occur that would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year. The law also requires that prior to completion of any annexation within the three-mile area the annexing municipality must have a plan that generally describes the proposed location, character and extent of public infrastructure and proposed land uses, all as more particularly described in the statute. According to law, such a plan shall be updated at least once annually.

Since 1996, the City's master plans, including the Growth Plan adopted in 1996, and the 2010 Comprehensive Plan that replaced the Growth Plan, and the 2020 One Grand Junction Comprehensive Plan that replaced the 2010 Comprehensive Plan, have historically been considered and found to be the City's Municipal Three-Mile Plan. Those master plans describe the proposed character, extent, and location of land uses and infrastructure preparation as required for a three-mile plan by State law. The proposed resolution reaffirms that the City's current Comprehensive Plan is the City's Municipal Three-Mile Plan and, with the adoption of the 2024 map, satisfies the statutory requirement of the annual update.

BACKGROUND OR DETAILED INFORMATION:

Colorado law (C.R.S. §31-12-101, *et. seq.*) provides, among other things, that no municipal annexation may occur that would have the effect of extending a municipal boundary more than three miles in any direction from the limits of the current municipal boundary in any one year. The law also requires that, before completion of any annexation within the three-mile area, the annexing municipality must have a plan that generally describes the proposed location, character, and extent of public infrastructure and proposed land uses, all as more particularly described in the statute. According to law, such a plan shall be updated at least once annually.

The law does not expressly establish whether the entire three-mile boundary area or just the area of the annexation is to be planned by the three-mile plan; however, and as is the case in Grand Junction, because the City's master planning includes consideration of annexation policies, the elements of a three-mile plan are incorporated in the City's Comprehensive Plan. As such and pursuant to C.R.S. §31-12-101, *et. seq.*, the City recognizes the 2020 One Grand Junction Comprehensive Plan and its Urban Development Boundary as the City's Three-Mile Plan.

The City's master planning began with the 1996 Growth Plan. Prior to that, the City adopted an annual Municipal Annexation Plan that served as the City's Three-Mile Plan. In 1998, the City and County executed the Persigo Agreement that determined, among other things, when and where the City would annex. In 2007, a 30-month planning effort culminated on February 7, 2010, with the adoption of Ordinance 4406 and the Grand Junction Comprehensive Plan. The Comprehensive Plan replaced the 1996 Growth Plan. Among other things, the Comprehensive Plan established the Urban Development Boundary (UDB) which sets the eventual boundary of the City. On December 15, 2020, City Council adopted the 2020 One Grand Junction Comprehensive Plan, replacing the 2010 Comprehensive Plan. As established by the 2020 Comprehensive Plan, the UDB does not extend beyond three miles from any existing boundary of the City.

The 2010 Comprehensive Plan was adopted by the City Council and Mesa County which created intergovernmental collaboration and a unified vision for growth in the Grand Junction area as defined by the UDB. The intergovernmental collaboration continued when, on February 17, 2021, the Mesa County Planning Commission adopted the Land Use Map and Plan found in Chapter 3 of the 2020 One Grand Junction Comprehensive Plan. The City's 2020 Comprehensive Plan provides the framework for annexation and development, including defining and describing growth and development goals and policies, which include but are not limited to the boundary of the City and how and where urban utilities, infrastructure and facilities will extend. Having Mesa County as a planning partner for the 2010 Comprehensive Plan provided a wider breadth of stakeholders and community participants and a unified approach to establishing the Urban Development Boundary (UDB)/annexation and growth areas. The UDB established in the 2010 Comprehensive Plan saw only minor changes, mostly reducing the size of the boundary in the 2020 Comprehensive Plan.

The 2020 Comprehensive Plan promotes the community's vision, goals, objectives, and

policies; it establishes a process for orderly growth and development, addresses both current and long-term needs, and provides for a balance between the natural and built environment. These are elements acknowledged by Colorado law and good public policy. The Comprehensive Plan was developed with an understanding of the need to maximize the efficiency and effectiveness of development, to preserve agricultural lands outside the UDB, and to increase densities and development intensity within. To that end, the Comprehensive Plan includes a Land Use Map that designates the future land uses within the UDB. The Comprehensive Plan, through the application of its goals and policies, the appendices, and supporting documentation, all describe the City's intent regarding the provision of infrastructure, transportation, utilities, and other services to and within any annexed property within the planning area/UDB. The Comprehensive Plan describes the proposed character, extent, and location of land uses and infrastructure preparation. These have been consistent since the adoption of the Comprehensive Plan.

The proposed resolution reaffirms the Comprehensive Plan as the City's Municipal Three-Mile Plan, while the Three-Mile Plan Map satisfies the annual update requirements of C.R.S. § 31-12-101 *et. seq.* and all applicable law.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

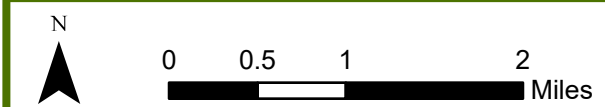
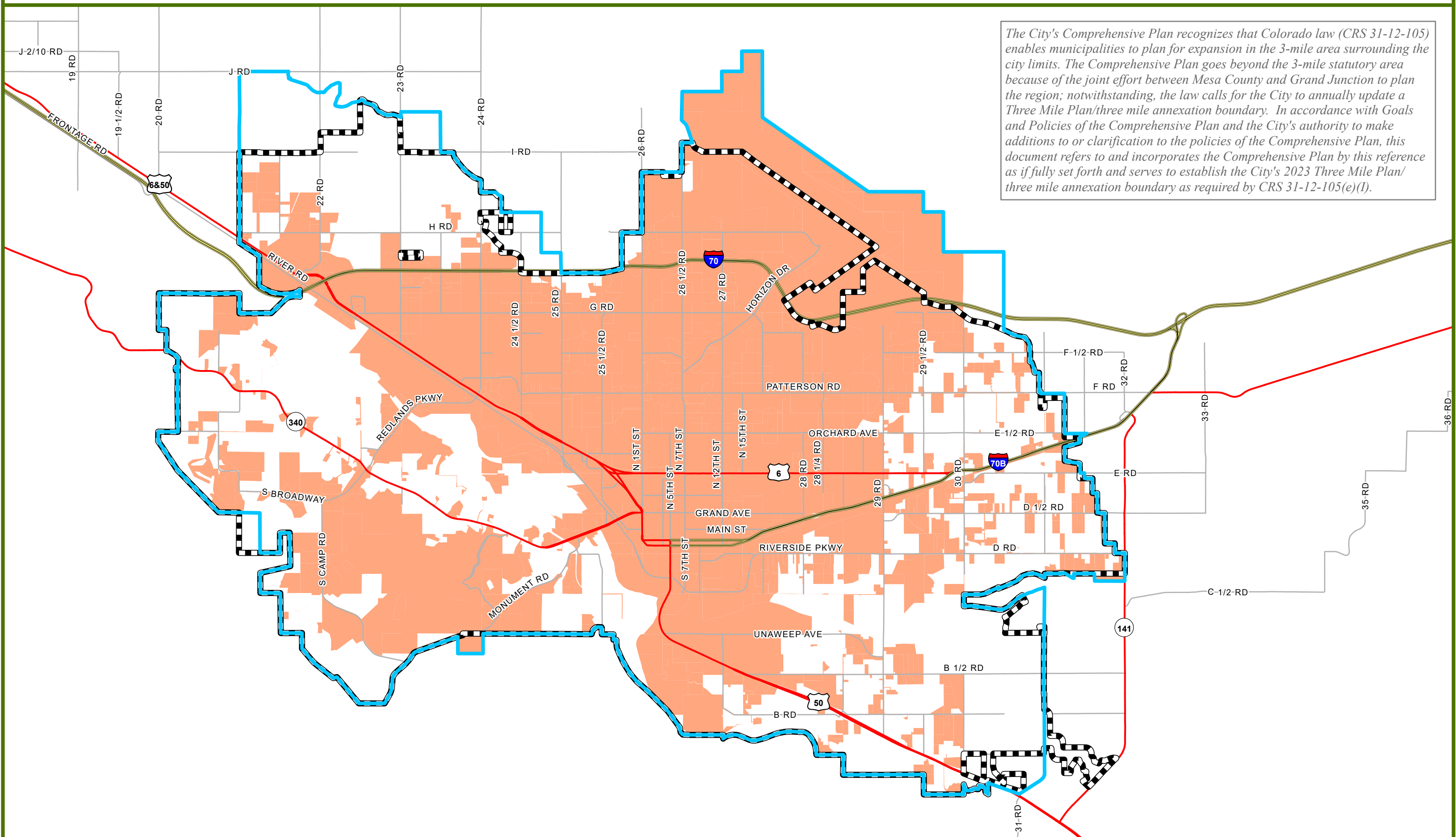
I move to (adopt/deny) Resolution No. 02-24, a Resolution reaffirming the City's Comprehensive Plan as the Grand Junction Municipal Three-Mile Plan and adopting the Grand Junction Municipal Three-Mile Plan Map as the 2024 annual update of the Three-Mile Plan, satisfying the requirements of C.R.S. § 31-12-101 *et. seq.* and all applicable law.

Attachments

- 1. 3-Mile Plan (2024)
- 2. RESOLUTION - 2024 Three Mile Plan

2024 ANNUAL GRAND JUNCTION MUNICIPAL 3 MILE PLAN

The City's Comprehensive Plan recognizes that Colorado law (CRS 31-12-105) enables municipalities to plan for expansion in the 3-mile area surrounding the city limits. The Comprehensive Plan goes beyond the 3-mile statutory area because of the joint effort between Mesa County and Grand Junction to plan the region; notwithstanding, the law calls for the City to annually update a Three Mile Plan/three mile annexation boundary. In accordance with Goals and Policies of the Comprehensive Plan and the City's authority to make additions to or clarification to the policies of the Comprehensive Plan, this document refers to and incorporates the Comprehensive Plan by this reference as if fully set forth and serves to establish the City's 2023 Three Mile Plan/three mile annexation boundary as required by CRS 31-12-105(e)(I).



▬ Comprehensive Plan UDB / 3-Mile Plan
 201 Boundary
 City Limits December 2023

Date Created: 12/18/2023



RESOLUTION NO. 02-24

A Resolution Finding that the 2020 One Grand Junction Comprehensive Plan Together with the 2024 3-Mile Plan Map Serves as the Annual Three-Mile Plan for the City of Grand Junction

RECITALS.

Colorado law (C.R.S. §31-12-101, *et. seq*) provides, among other things, that no municipal annexation may occur that would have the effect of extending a municipal boundary more than three miles in any direction from the limits of the current municipal boundary in any one year. The law also requires that, before completion of any annexation within the three-mile area, the annexing municipality must have a plan that generally describes the proposed location, character, and extent of public infrastructure and proposed land uses, all as more particularly described in the statute. According to law, such a plan shall be updated at least once annually.

The law does not expressly establish whether the entire three-mile boundary area or just the area of the annexation is to be planned by the three-mile plan. However, and as is the case in Grand Junction because the City's master planning includes consideration of annexation policies, the elements of a three-mile plan are incorporated in the City's Comprehensive Plan. As such and pursuant to C.R.S. §31.12.101, *et. seq.*, the City recognizes the 2020 One Grand Junction Comprehensive Plan and its Urban Development Boundary as the City's Three-Mile Plan.

The City's master planning began with the 1996 Growth Plan, prior to that the City adopted an annual Municipal Annexation Plan that served as the City's Three-Mile Plan. In 1998 the City and County executed the Persigo Agreement that determined, amongst other things, when and where the City would annex. In 2007 a 30-month planning effort culminated with the adoption of the Grand Junction Comprehensive Plan, on February 7, 2010 by Ordinance 4406, replacing the 1996 Growth Plan. On December 16, 2020 City Council adopted by Ordinance 4971 the 2020 One Grand Junction Comprehensive Plan ("*Comprehensive Plan*"), replacing the 2010 Grand Junction Comprehensive Plan after a 24-month planning effort. Among other things the Comprehensive Plan establishes the Urban Development Boundary ("UDB") which sets the eventual boundary of the City. The UDB currently does not extend beyond three miles from any existing boundary of the City.

Mesa County adopted on February 17, 2021 the Land Use Map and Plan found in Chapter 3 of the *Comprehensive Plan*. The *Comprehensive Plan* provides the framework for annexation and development, including defining and describing growth and development goals and policies, including defining and describing growth and development goals and policies, which include but are not limited to the boundary of the City and how and where urban utilities, infrastructure and facilities will extend. Having Mesa County adopt

the Land Use Plan provided a wider breadth of stakeholders and community participants and a unified approach establishing the Urban Development Boundary (UDB), where annexation can occur.

The *Comprehensive Plan* promotes the community's vision, goals, objectives, and policies; it establishes a process for orderly growth and development; addresses both current and long term needs; and provides for a balance between the natural and built environment, all as presumed by the law and good public policy.

The Comprehensive Plan was developed with an understanding of the need to maximize the efficiency and effectiveness of development, to preserve agricultural lands outside the UDB and to increase densities and development intensity within. To that end, the Comprehensive Plan includes a Land Use Map that designates the future land uses within the UDB.

The *Comprehensive Plan*, through the application of its Goal and Policies, the appendices and supporting documentation all describe the City's intent regarding the provision of infrastructure, transportation, utilities and other services to and within any annexed property within the planning area/UDB. The *Comprehensive Plan* describes the proposed character, extent and location of land uses and infrastructure preparation, which have been consistent since the adoption, and accordingly the three-mile plan is considered and found, as allowed by law, to be a part of the *Comprehensive Plan*.

The City Council finds the *Comprehensive Plan* together with and as amended by the attached annual update, *2024 Grand Junction Municipal 3-Mile Plan Map* (Exhibit A), satisfies the requirements of C.R.S. §31-12-101 *et. seq.* and all applicable law.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Grand Junction:

That the *Comprehensive Plan* as adopted and amended by and with Exhibit A, is the three-mile plan for the City of Grand Junction and that Exhibit A is and serves as the annual update as required by law.

PASSED AND ADOPTED this 3rd day of January 2024.

Attest:

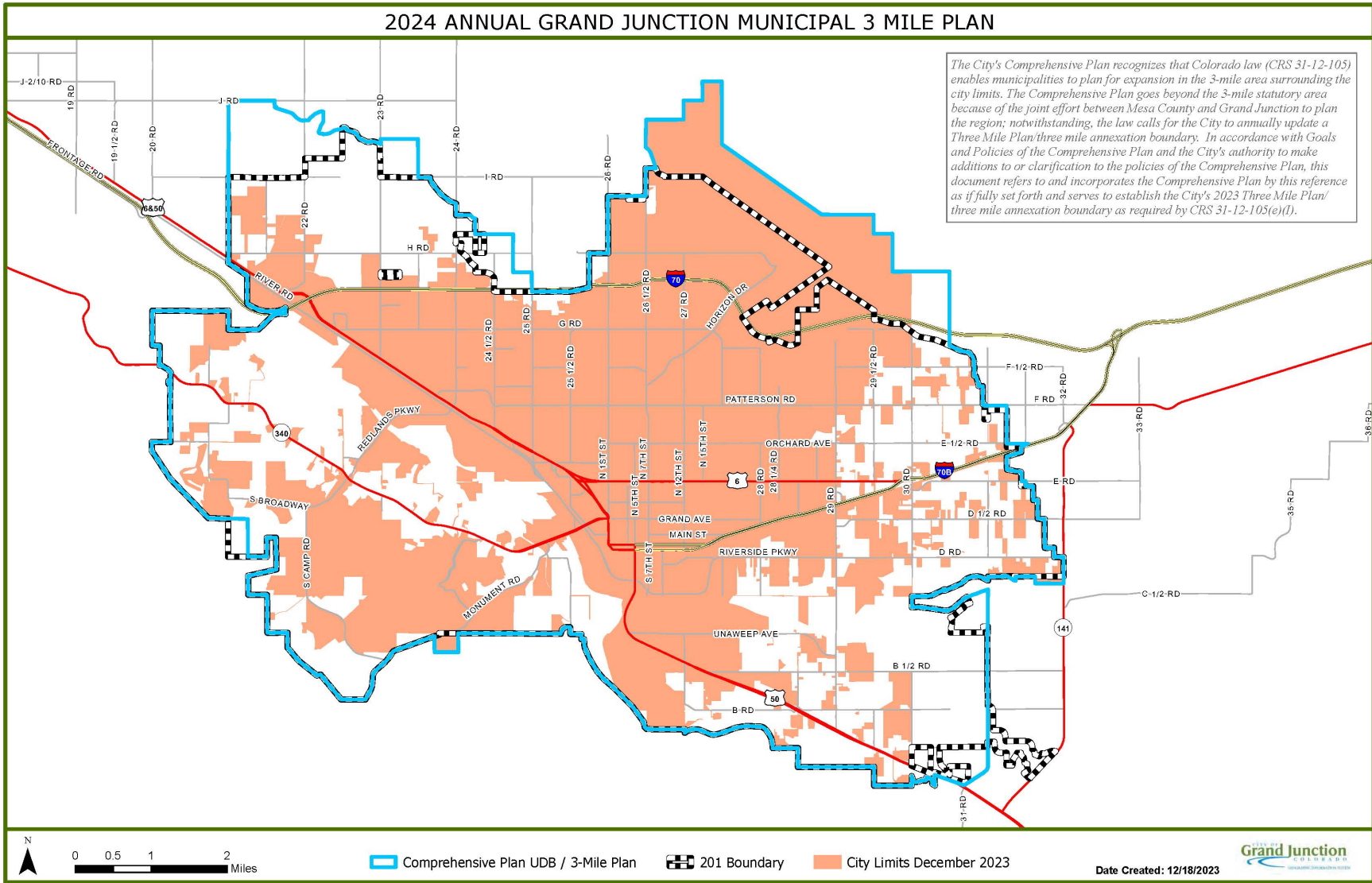
Amy Phillips
City Clerk

Anna Stout
President of the Council

Exhibit A

2024 ANNUAL GRAND JUNCTION MUNICIPAL 3 MILE PLAN

The City's Comprehensive Plan recognizes that Colorado law (CRS 31-12-105) enables municipalities to plan for expansion in the 3-mile area surrounding the city limits. The Comprehensive Plan goes beyond the 3-mile statutory area because of the joint effort between Mesa County and Grand Junction to plan the region; notwithstanding, the law calls for the City to annually update a Three Mile Plan/three mile annexation boundary. In accordance with Goals and Policies of the Comprehensive Plan and the City's authority to make additions to or clarification to the policies of the Comprehensive Plan, this document refers to and incorporates the Comprehensive Plan by this reference as if fully set forth and serves to establish the City's 2023 Three Mile Plan/ three mile annexation boundary as required by CRS 31-12-105(e)(1).





Grand Junction City Council

Regular Session

Item #5.c.

Meeting Date: January 3, 2024
Presented By: Shelley Caskey, Human Resources Director
Department: Human Resources
Submitted By: Shelley Caskey, Human Resources Director

Information

SUBJECT:

A Resolution Rescinding Resolution 116-23 and Amending the Contribution Rate to the Hybrid Component Administered by the Fire and Police Pension Association for Reentry Firefighters for the City of Grand Junction

RECOMMENDATION:

Adopt the resolution Rescinding Resolution 116-23 and Amending the Contribution Rate to the Hybrid Component Administered by the Fire and Police Pension Association for Reentry Firefighters for the City of Grand Junction, Colorado

EXECUTIVE SUMMARY:

The City Council approved Resolution 116-23; however, the Fire and Police Pension Association (FPPA) required a specific form for the action. By and with the approval of this Resolution, Resolution 116-23 will be rescinded and the FPPA form will be adopted. The supporting information for this Resolution, and Resolution 116-23, is the same and, for purposes of the record, is repeated here.

House Bill 22-1034 was approved and signed by Governor Polis on March 30, 2022. In accordance with HB 22-1034 and this Resolution, the required minimum contributions to the Hybrid Defined Benefit and Money Purchase Components of the Statewide Retirement Plan will be increased to 9 percent. Currently, the required minimum contribution to the Plan is 10.65 percent member and 8.125 percent employer. The increased required minimum will be 9 percent for the employer.

BACKGROUND OR DETAILED INFORMATION:

In 2020, FPPA convened a task force ("Task Force") to study potential issues with one of its retirement plans, the Statewide Hybrid Plan. The Task Force's charge was to evaluate the current and future health of the Hybrid Plan, and if necessary, make

recommendations to the FPPA Board on how to maintain the stability of the Plan going forward.

In April 2021, the Task Force delivered a recommendation to merge the assets and liabilities of the Statewide Hybrid Plan with those of the Statewide Defined Benefit Plan, creating the new Statewide Retirement Plan. That action, along with other measures, will help to ensure the stability of all affected plans.

After receiving the Task Force's recommendation, the FPPA Board directed FPPA staff to pursue legislation. House Bill 22-1034 was approved and signed by Governor Polis on March 30, 2022. In accordance with HB 22-1034 and this Resolution, the required minimum contributions to the Hybrid Defined Benefit and Money Purchase Components of the Statewide Retirement Plan will be increased to 9 percent. Currently, the required minimum contribution to the Plan is 10.65 percent member and 8.125 percent employer. The increased required minimum will be 9 percent for the City as the employer. The House Bill allowed the increase to take effect over eight years at a rate of 1/8 percent, or 0.125 percent, per year; however, the City has determined that it, with the consent of the members, will increase the required minimum to 9 percent in one action.

By and with the increased contributions, the health and longevity of the Hybrid Defined Benefit and Money Purchase Components will be better able to provide benefits over time, and in turn help to assure additional retirement security for members.

On December 6, 2023, the City Council adopted Ordinance 5186, setting the City's 2024 budget and making appropriations in support of expenditures planned by the budget. That Ordinance included, subject to approval of the members and the Council's approval of this Resolution, money to pay the 9 percent City contribution. Subsequent contributions will be similarly considered and, as determined is proper, approved by the City Council. In accordance with FPPA Rule 101.05 contributions are calculated on the members' base salary.

FISCAL IMPACT:

The cost of contributions to the FPPA Statewide Hybrid Plan will be included in the annual budget as applicable.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 03-24 Rescinding Resolution 116-23 and Amending the Contribution Rate to the Hybrid Component Administered by the Fire and Police Pension Association for Reentry Firefighters for the City of Grand Junction, Colorado.

Attachments

1. RES-Amend SRP-Hybrid Contribution Rate 20231228

RESOLUTION NO. _____

A RESOLUTION RESCINDING RESOLUTION 116-23 AND AMENDING THE CONTRIBUTION RATE TO THE HYBRID COMPONENT ADMINISTERED BY THE FIRE AND POLICE PENSION ASSOCIATION FOR REENTRY FIREFIGHTERS FOR THE CITY OF GRAND JUNCTION, COLORADO

WHEREAS, the City Council adopted Resolution 116-23 concerning amendment of contribution rates to the hybrid component of the Fire and Police Pension Association (FPPA) for reentry firefighters, and,

WHEREAS, FPPA requires that the FPPA form resolution is required to amend the contribution rate and therefore a different resolution is required and by and with adoption of this resolution, Resolution 116-23 is rescinded, repealed and of no effect; and,

WHEREAS, pursuant to C.R.S. § 31-31.5-307 an Employer or active Member or both may be required to pay a mandatory contribution rate in excess of the statutorily required contribution amount set forth in C.R.S. § 31-31.5-303 upon enactment by the Employer of a Resolution or ordinance setting forth the higher contribution rate and approval of the higher rate by at least sixty-five percent (65%) of the Employer's active Members participating in the Hybrid Component who vote in an election considering an increase in the contribution rates; and,

WHEREAS, the City of Grand Junction certifies that an election was conducted and approval of the higher mandatory employer contribution rate was approved by at least sixty-five percent (65%) of the active Members who voted. The additional required rates are indicated in Exhibit A to this Resolution; and

WHEREAS, at a meeting held on this date, the City Council, (known herein as The Employer) determined to take the following action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO AS FOLLOWS.

1. The City of Grand Junction hereby requests that the effective date of amended contributions be December 24, 2023.
2. The Member and Employer contribution rates to the Hybrid Component of the Statewide Retirement Plan on the effective date for Members who are active shall be as indicated on [Exhibit A](#) of this resolution.

That this resolution of intent shall be certified and transmitted to FPPA for processing in accordance with all applicable laws and regulations as part of the application process.

RESOLVED AND ADOPTED this 1st Day of January, *nunc pro tunc*, December 24, 2023.

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of the City Council

Exhibit A
Contribution Rate Schedules for Members hired prior to the effective date of entry
Statewide Retirement Plan Hybrid Component – Contribution Rate Schedule - Reentry
Members

	1.	2.	3.	4.
	<i>Minimum Mandatory Member Contribution Rate (9%)</i>	<i>Minimum Mandatory Employer Contribution Rate (9%)</i>	<i>Total Minimum Mandatory Member and Employer Contribution Rate (18%)</i>	<i>Portion of the member contribution to be paid "after-tax"</i>
<i>Effective December 24, 2023, and thereafter</i>	10.65%	9.0%	19.65%	0.0%

All contribution rates for the FPPA Plans are calculated on the member's base salary as defined in FPPA Rule 101.8.



Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: January 3, 2024
Presented By: Randi Kim, Utilities Director
Department: Persigo
Submitted By: Lee Cooper, Wastewater Project Manager

Information

SUBJECT:

Authorize Guaranteed Maximum Price (GMP) Contract with Garney Construction for Construction of the Persigo Wastewater Treatment Plant Phase 1 Expansion Project

RECOMMENDATION:

Authorize the City Purchasing Division to execute a Guaranteed Maximum Price (GMP) contract with Garney Construction for Construction Management/General Contractor (CM/GC) delivery of the Persigo Wastewater Treatment Plant Phase 1 Expansion Project. This contract will authorize \$37,524,887 for work to be completed in 2024.

EXECUTIVE SUMMARY:

This request is to execute a Guaranteed Maximum Price (GMP) contract with Garney Construction for Construction Management/General Contractor (CM/GC) delivery of the Persigo Wastewater Treatment Plant Phase 1 Expansion Project. The total GMP for construction, exclusive of pre-construction costs authorized to date, is \$75,934,663.50 and will be completed over two years. This contract will authorize \$37,524,887 for work to be completed in 2024. The project is currently planned to start construction in late January 2024.

The City's design engineer, Burns & McDonnell, completed 100 percent design plans and specifications in November 2023. Based on the 100 percent design, Garney Construction provided a GMP of \$75,934,663.50 for the construction of the project over two years, starting in late January 2024 with completion by February 2026. The total cost of the project (2024-2025) is \$80 million, including construction, engineering services during construction, quality assurance testing, and permitting fees.

Garney Construction was selected through a qualifications-based Request for Proposal (RFP) process in 2022 for CM/GC delivery of the Persigo Wastewater Treatment Plant Phase 1 Expansion Project. To date, Garney has been authorized for pre-construction

services and early procurement packages for long-lead equipment items.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction manages, operates, and maintains the Persigo Wastewater Treatment Plant and sewer collection system for the benefit of the current and future users of sewer service within the Persigo 201 Service Area boundary. The Persigo Wastewater Treatment Plant was commissioned in 1984. Revitalization and capacity expansion are necessary to address anticipated service area growth and aging infrastructure and improve the efficiency of the plant.

The Persigo Wastewater Treatment Plant reached 80 percent of its currently permitted capacity in 2018. As required by permit, Staff initiated planning for plant expansion in 2020 with master planning. In 2021, a Comprehensive Wastewater Treatment Facility Master Plan was completed. The master plan provided recommendations for capacity improvements, asset revitalization, and operational improvements necessary to meet the needs of current and future users within the 201 Service Area Boundary over the next 20 years.

The Phase 1 Wastewater Treatment Plant Expansion Project includes the expansion of the plant from 12.5 to 15.0 million gallons per day and rehabilitating the headworks building with new screening and process equipment; construction of a new headworks electrical building to protect critical electrical infrastructure from corrosive sewer gases; construction of a new state-of-the-art dewatering building and biosolids storage area; construction of two new aeration basins for added capacity with a new state-of-the-art blower building and pipe gallery; and construction of a second ultraviolet (UV) disinfection system for added redundancy. Attached to this Council agenda are 3-D renderings of the four processes that are associated with this Project (Headworks, Aeration, Dewatering, & UV Disinfection).

The City's design engineer, Burns & McDonnell, completed 100 percent design plans and specifications in November 2023. Based on the 100 percent design, Garney Construction provided a GMP of \$75,934,663.50 for the construction of the project over two years, starting in late January 2024 with completion by February 2026. The total cost of the Project (2024-2025) is \$80 million, including construction, engineering services during construction, quality assurance testing, and permitting fees.

Garney Construction was selected through a qualifications-based Request for Proposal (RFP) process in 2022 for CM/GC delivery of the Persigo Wastewater Treatment Plant Phase 1 Expansion Project. To date, Garney has been authorized for pre-construction services, which have included cost estimating, value engineering, constructability reviews, developing a risk register, and early procurement of critical equipment that have long lead-times.

FISCAL IMPACT:

The total GMP with Garney Construction for construction is \$75,934,663.50. The portion of the contract being authorized by this action is \$37,524,887 and is included in the 2024 Adopted Budget.

SUGGESTED MOTION:

I move to (authorize/not authorize) the City Purchasing Division to execute a Guaranteed Maximum Price (GMP) contract with Garney Construction for Construction Management/General Contractor (CM/GC) delivery of the Persigo Wastewater Treatment Plant Phase 1 Expansion Project in the amount of \$37,524,887 for work to be completed in 2024.

Attachments

1. PHASE 1 EXPANSION_GARNEY COR #4_PROJECT GMP_CC
Attachment_2023-12-20
2. City Council Agenda_Garney_CO #4 Exhibits Reduced Size_2023-12-18



7911 Shaffer Parkway, Littleton, CO 80127
Phone: 303.791.3600
Fax: 303.791.1801
www.garney.com

Lee Cooper, P.E.
City of Grand Junction
Persigo Wastewater Project Manager
2145 River Road
Grand Junction, CO 81505

December 20,2023

Subject: Persigo Wastewater Treatment Plant Phase 1 Expansion, **CM/GC RFP – 5099-22-DH**
Change Order Request (COR) #04 for Construction Phase Services - 100% GMP

Lee:

Garney Construction has attached the estimate summary and supporting documents for the Persigo Wastewater Treatment Plant Phase 1 Expansion project. The Guaranteed Maximum Price for this project is **\$80,034,484.00** that includes **\$4,099,820.00** for Preconstruction Services, and **\$75,934,664.00** for Construction Phase Services. An estimate summary with cost information and estimate assumptions for COR #04 is attached. The anticipated Notice to Proceed date is January 22, 2024 and Final Completion for the Phase 1 Expansion is set for March 13, 2026.

With the approval of COR #04, Garney will begin the Construction Phase Services for the Persigo Wastewater Treatment Plant Phase 1 Expansion. Please contact me if you have any questions.

Respectfully submitted,

GARNEY COMPANIES, INC.

Toby Reid
Senior Project Manager
303.913.5268
toby.reid@garney.com



ADVANCING WATER

PROJECT:	PERSIGO WWTP PHASE 1 EXPANSION	PROJECT NUMBER	6458
OWNER:	CITY OF GRAND JUNCTION, CO		
CONTRACTOR:	GARNEY CONSTRUCTION	CO NUMBER	COR 04
CITY PM:	LEE COOPER		

Please see the attached estimate summary for the Persigo WWTP Phase 1 Expansion included for this with this change order request.

Item #	DIRECTIVE	Requested Additional Calendar Days	
		Description	781 DAYS
1	GMP	SITE WORK	\$ 6,031,486
2	GMP	YARD PIPE	\$ 4,289,691
3	GMP	CONTROL STRUCTURE 2	\$ 385,244
4	GMP	HEADWORKS MODIFICATION	\$ 3,109,906
5	GMP	HEADWORKS ELECTRICAL BUILDING	\$ 2,179,959
6	GMP	CONTROL STRUCTURE 1	\$ 220,712
7	GMP	BLOWER & PIPE GALLERY BUILDING	\$ 11,316,339
8	GMP	NEW A-BASINS	\$ 11,800,615
9	GMP	A-BASIN MODIFICATIONS	\$ 2,996,083
10	GMP	UV DISINFECTION	\$ 2,470,732
11	GMP	<u>DEWATERING BUILDING</u>	\$ 13,280,146
12	GMP	MEDIUM VOLTAGE ELECTRICAL SCOPE	\$ 2,368,100
13	GMP	Building Permit Fee	\$ 205,000
14	GMP	General Conditions	\$ 4,665,641
15	GMP	GC FEE (10%)	\$ 6,531,965
16	GMP	Escalation Costs Through GMP	\$ 1,208,980
17	GMP	Project Contingency	\$ 2,155,549
18	GMP	Owners Contingency	\$ 718,517
Amendment 4 Construction Services Total			\$ 75,934,664
2024 Estimated Construction Cost		\$	37,527,886.50
2025 Estimated Construction Cost		\$	38,406,777.50
Previous Contract Amendments			
	PRECON	<u>PRECONSTRUCTION SERVICES</u>	\$ 421,814.00
	Amendment 1	C/O #1 - Big 5 Equipment Submittals	\$ 169,006.00
	Amendment 2	C/O #2 - Electrical Equipment Pre-procurement	\$ 2,875,694.00
	Amendment 3	C/O #3 - Large Diameter Pipe Pre-procurement	\$ 633,306.00
Project Total			\$ 80,034,484

Contractor: Garney Construction By Toby Reid
 Date: December 20, 2023

Approved for Payment by _____ **Approved for Payment by** _____

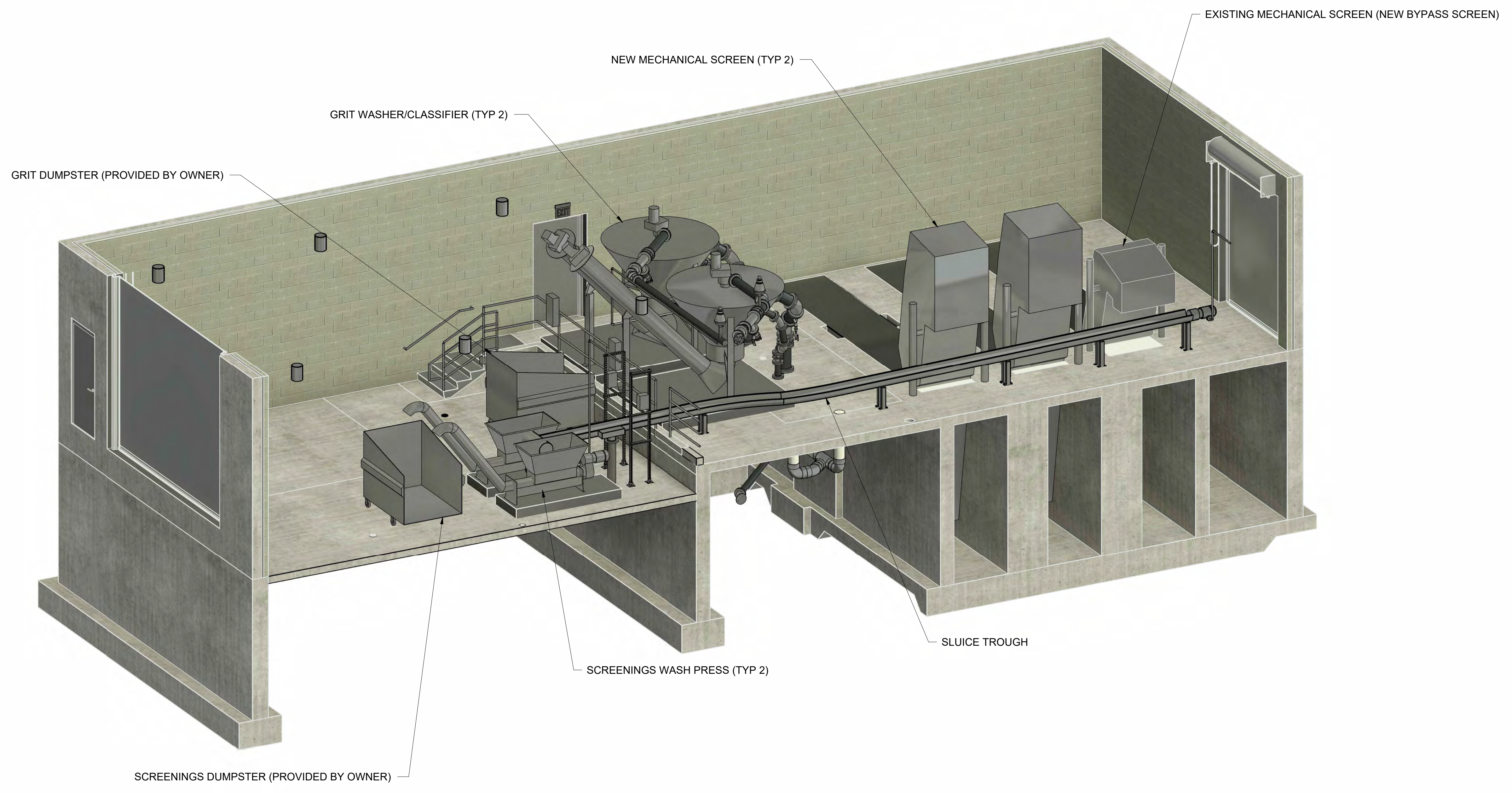
By _____ By _____



GRAND JUNCTION PERSIGO WWTP EXPANSION PHASE 1

BREAKDOWN BY STRUCTURE			90% OPCC (Submitted 11/08/23)	OPCC (Submitted 12/20/23)	90% TO 100%	Item	DESCRIPTION OF SCOPE CHANGES 90 - 100% GMP	Amount	Co	
100	SITE WORK		4,907,000	6,031,486	1,124,486	#1	Reconcile Totals Page	\$ (355,217.00)		
150	YARD PIPE		5,177,000	4,289,691	(887,309)	#2	Increased Crane size to a 250T	\$ 176,779.71		
200	CONTROL STRUCTURE 2		307,000	385,244	78,244	#3	Yard Pipe changes: Change Pipe Material, Delete Thrust Blocks, Large PVC Pipe Preprocurement	\$ (612,737.00)		
220	HEADWORKS MODIFICATION		2,627,000	3,109,906	482,906	#4	Revise Bypassing around CS1	w/above		
224	HEADWORKS ELECTRICAL BUILDING		2,176,000	2,179,959	3,959	#5	Add for Stabilization Rock - 75ton	w/above		
225	CONTROL STRUCTURE 1		103,000	220,712	117,712	#6	Adjust Bell Restraints, MH Cores (Yardpipe)	w/above		
311	BLOWER & PIPE GALLERY BUILDING		10,956,000	11,316,339	360,339	#7	ADD 36" CS-2 TO FE BASIN PIPELINE	w/above		
312	NEW A-BASINS		11,560,000	11,800,615	240,615	#8	Adjust Bell Restraints, MH Cores (Yardpipe)	w/above		
313	A-BASIN MODIFICATIONS		2,813,000	2,996,083	183,083	#9	Chnge PW size, 8" Centrate and Gravity Sewer, Modify 18" RAS	\$ (124,237.00)		
510	UV DISINFECTION		2,410,000	2,470,732	60,732	#10	NOT USED	\$ -		
554	DEWATERING BUILDING		13,061,000	13,280,146	219,146	#11	Add wall W-7 and W-8 in UV Structure	\$ 13,481.00		
100 MV	MEDIUM VOLTAGE ELECTRICAL SCOPE		-	2,368,100	2,368,100	#12	Decrease Thickness of Landscape Rock 6" to 4"	\$ (22,648.00)		
SUBTOTAL COSTS			56,097,000	60,449,012	4,352,012					
INDIRECT COST			90% OPCC (Submitted 11/08/23)	OPCC (Submitted 12/20/23)	90% TO 100%					
	Building Permit Fee		205,000	205,000	-	#13	Add Door AS-201 H , DW-101-E	\$ 37,526.67		
	General Conditions		4,665,641	4,665,641	-	#14	Delete Tree Protection	\$ (4,674.00)		
10.00%	GC FEE (10%)		6,096,764	6,531,965	435,201	#15	Add Demo per Lee's List	\$ 15,123.00		
ALLOWANCES, CONTINGENCIES						#16	ADD 3 -36" SLUIICE GATES TO FE AND CS-2	\$ 70,095.00		
2.00%	SRF Funding Requirements / Risk Register		-	-	-	#17	ADD SITE SEEDING	\$ 88,350.00		
2.00%	Escalation Costs Through GMP		1,121,940	1,208,980	87,040	#18	ADD ENGINEER'S TRAILER	\$ 52,000.00		
3.00%	Project Contingency		2,682,576	2,155,548.57	(527,028)	#19	Fire Sprinkler for AS Pipe Gallery, Blower Room	\$ 125,938.00		
1.00%	Owners Contingency		-	718,516.19	718,516	#20	Add demo and concrete LL slab HW-SD-100	\$ 18,150.00		
SUBTOTAL W/OUT CONTINGENCY			67,064,405	71,851,619	4,787,214	#21	Add for Existing A Basin Channel Fill	\$ 174,859.74		
SUBTOTAL W/ CONTINGENCY			70,868,921	75,934,664	5,065,743	#22	Modify Toilet Room Accessories	\$ (6,753.33)		
CONTRACT AMENDMENTS			90% OPCC (Submitted 11/08/23)	OPCC (Submitted 12/20/23)	90% TO 100%	#23	Remove Excess Spare Parts Cent Pumps	\$ (358,415.53)		
	PRECONSTRUCTION SERVICES		421,814	421,814	-	#24	Coatings Scope Adjustment (HighPerfCoating Add Below)	\$ 133,306.00		
	C/O #1 - BIG 5 EQUIPMENT SUBMITTALS		169,006	169,006	-	#25	High Performance Coatings	\$ 446,385.00		
	C/O #2 - ELECTRICAL EQUIPMENT PRE-PROCUREMENT		2,875,694	2,875,694	-	#26	Add 30" Air Header Expansion Joints and Supports	\$ 57,138.86		
	C/O #3 - Large Diameter Pipe Preprocurement		-	633,306	-	#27	Increased Dewatering Scope at A Basins	\$ 222,631.07		
TOTAL INCLUDING CONTINGENCY & CONTRACT AMENDMEN			74,335,435	80,034,484		#28	Electrical 90 - 100% Changes (Medim Voltage scope below)	\$ 1,534,330.00		
						#29	Add for Minor Changes on P and M sheets	\$ 302,500.00		
						#30	Medium Voltage Scope	\$ 2,368,100.00		
								TOTAL	\$ 4,352,012.19	

no.	date	by	ckd	description
0	11/20/23	CRH	GJW	ISSUED FOR CONSTRUCTION



**PHASE 1 EXPANSION PROJECT -
PROPOSED HEADWORKS BUILDING
INTERIOR EQUIPMENT
IMPROVEMENTS.**

SCREENING 3D VIEW
NOT TO SCALE



date NOVEMBER 2023	detailed C. HEALY
designed C. HEALY	checked G. WOODWARD



**PERSIGO WWTP EXPANSION
HEADWORKS
SCREENING 3D VIEW**

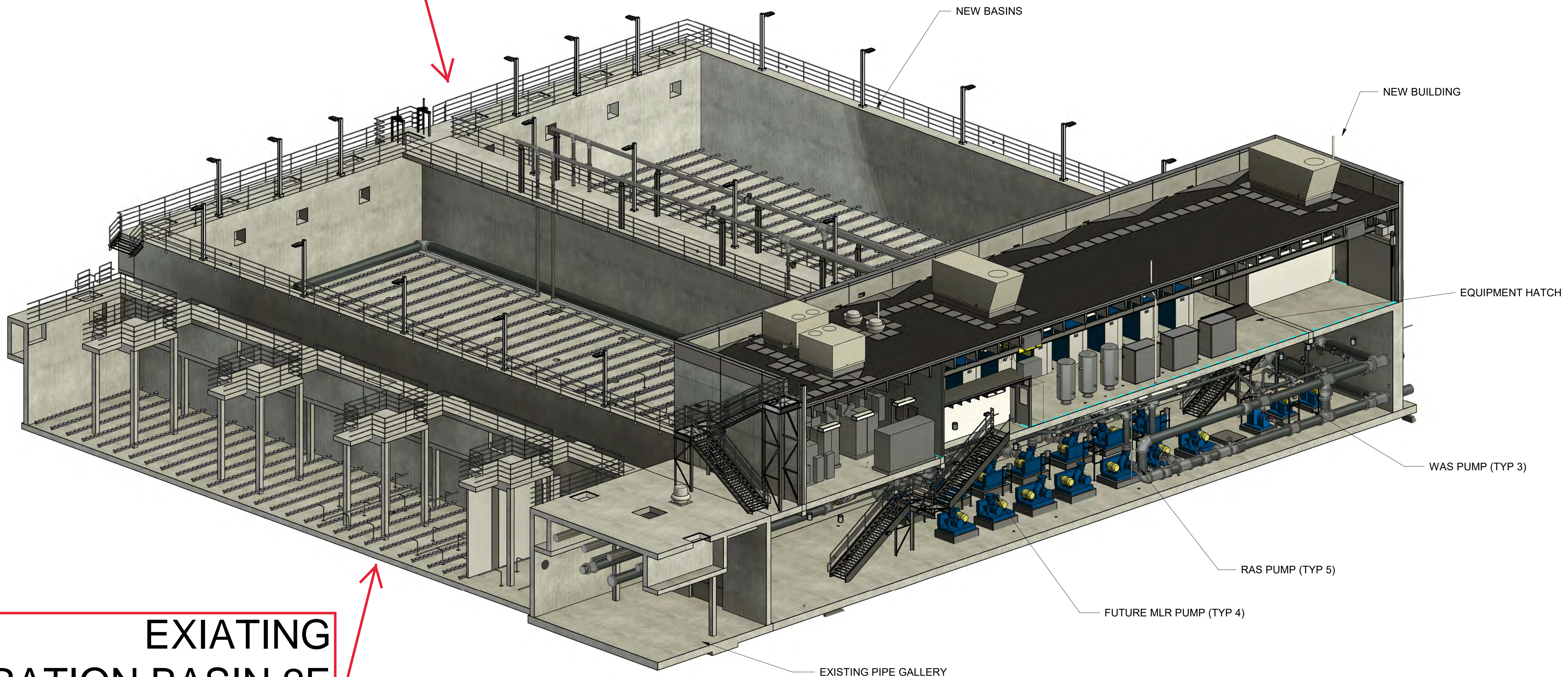
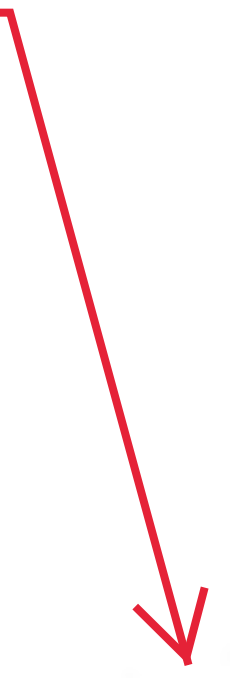
project 145443	contract
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no.	date	by	ckd	description
0	11/20/23	RAM	ACT	ISSUED FOR CONSTRUCTION

**PROPOSED
AERATION BASINS
3E & 4E**



**EXISTING
AERATION BASIN 2E**



**PHASE 1 EXPANSION PROJECT -
PROPOSED AERATION BASIN
EXPANSION WITH BASINS 3E & 4E,
PLUS THE NEW BLOWER BUILDING
AND PIPE GALLERY.**

3D VIEW III
NOT TO SCALE

**PRELIMINARY - NOT
FOR CONSTRUCTION**



date NOVEMBER 2023	detailed R. MCDANIEL
designed R. MCDANIEL	checked A. TOTH

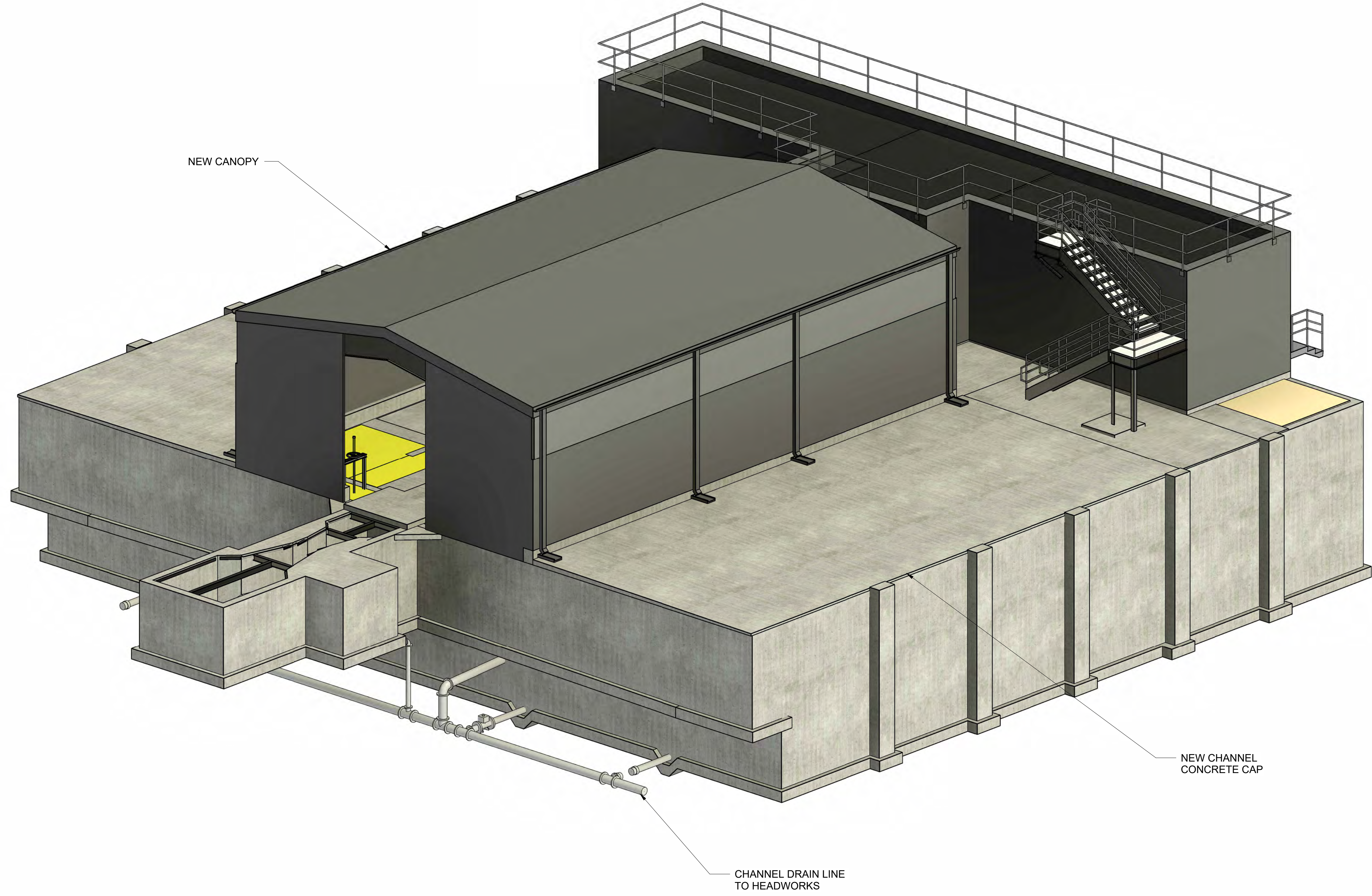


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**PHASE 1 EXPANSION PROJECT -
PROPOSED EXPANSION OF UV
DISINFECTION SYSTEM. STEEL
CANOPY STRUCTURE ADDED TO
PROTECT UV EQUIPMENT**



Scale For Microfilming
Millimeters
Inches

3D VIEW I
NOT TO SCALE

no.	date	by	ckd	description
0	11/20/23	RAM	ALW	ISSUED FOR CONSTRUCTION



date NOVEMBER 2023	detailed R. MCDANIEL
designed R. MCDANIEL	checked A. WADDOUPS



PERSIGO WWTP EXPANSION
UV DISINFECTION
3D VIEW I

project 145443	contract
drawing UV-D-900	rev. 0
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file	



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no.	date	by	ckd	description
0	11/20/23	RAM	ALW	ISSUED FOR CONSTRUCTION

EXISTING UV DISINFECTION SYSTEM.

LOCATION OF NEW UV DISINFECTION SYSTEM.

EXISTING UV CHANNEL

NEW FINGER WEIR LOCATION

NEW UV CHANNEL

PHASE 1 EXPANSION PROJECT - PROPOSED EXPANSION OF UV DISINFECTION SYSTEM. STEEL CANOPY STRUCTURE REMOVED FROM IMAGE.

3D VIEW II
NOT TO SCALE

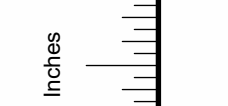
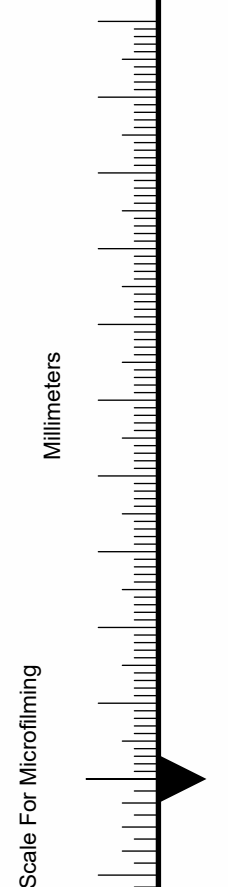
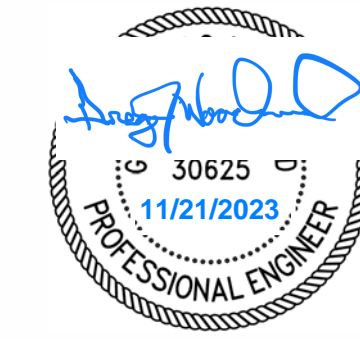


date NOVEMBER 2023	detailed R. MCDANIEL
designed R. MCDANIEL	checked A. WADDOUPS



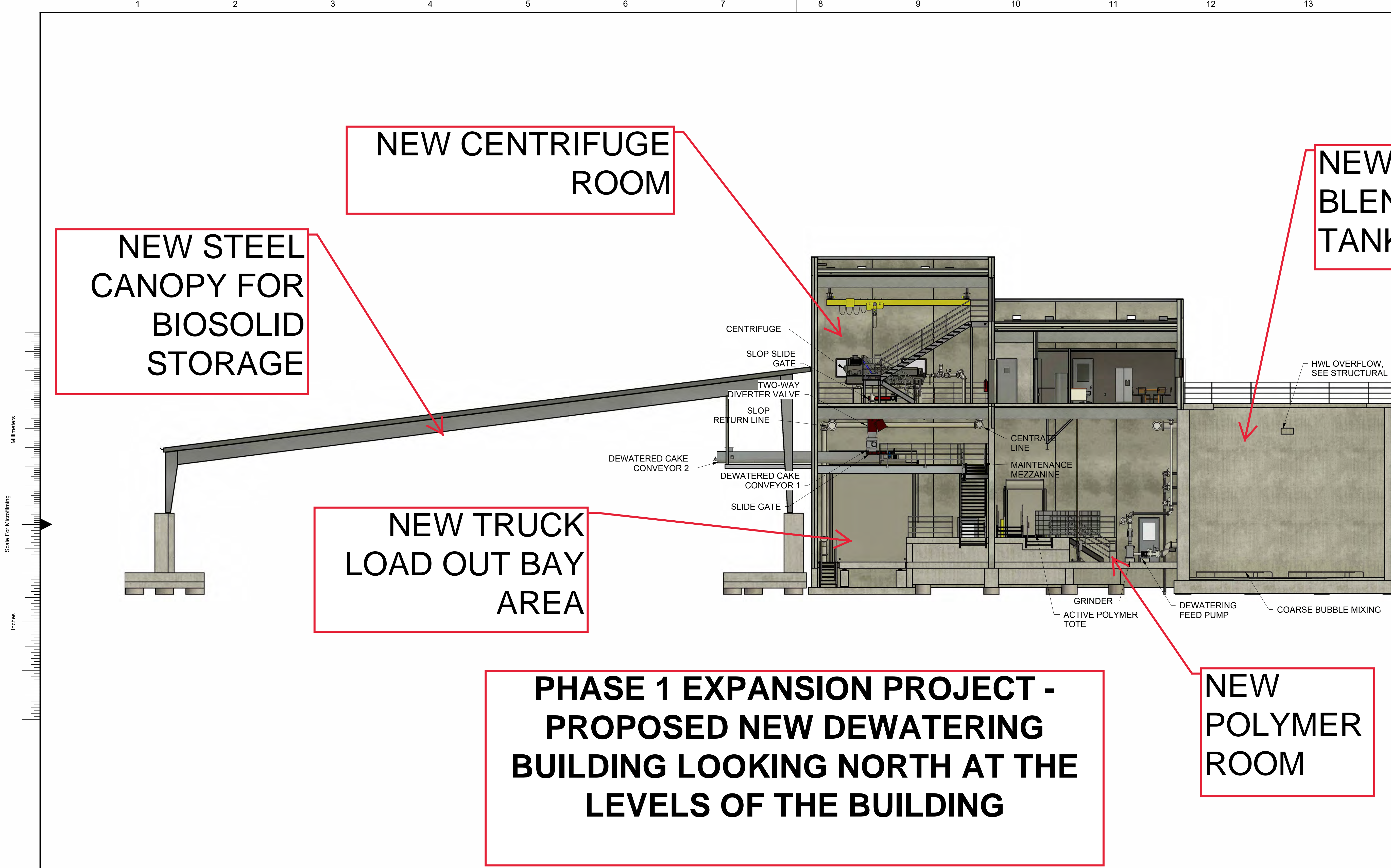
PERSIGO WWTP EXPANSION
UV DISINFECTION
3D VIEW II

project 145443	contract
drawing UV-D-901	rev. 0
sheet	of sheets
file	



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no.	date	by	ckd	description
0	11/20/23	RAS	GJW	ISSUED FOR CONSTRUCTION



NEW CENTRIFUGE ROOM

NEW STEEL CANOPY FOR BIOSOLID STORAGE

NEW SLUDGE BLENDING TANKS

NEW TRUCK LOAD OUT BAY AREA

NEW POLYMER ROOM

PHASE 1 EXPANSION PROJECT - PROPOSED NEW DEWATERING BUILDING LOOKING NORTH AT THE LEVELS OF THE BUILDING

3D VIEW I



date NOVEMBER 2023	detailed N. ARYAN
designed R. SWARTZ	checked A. WADDOUPS

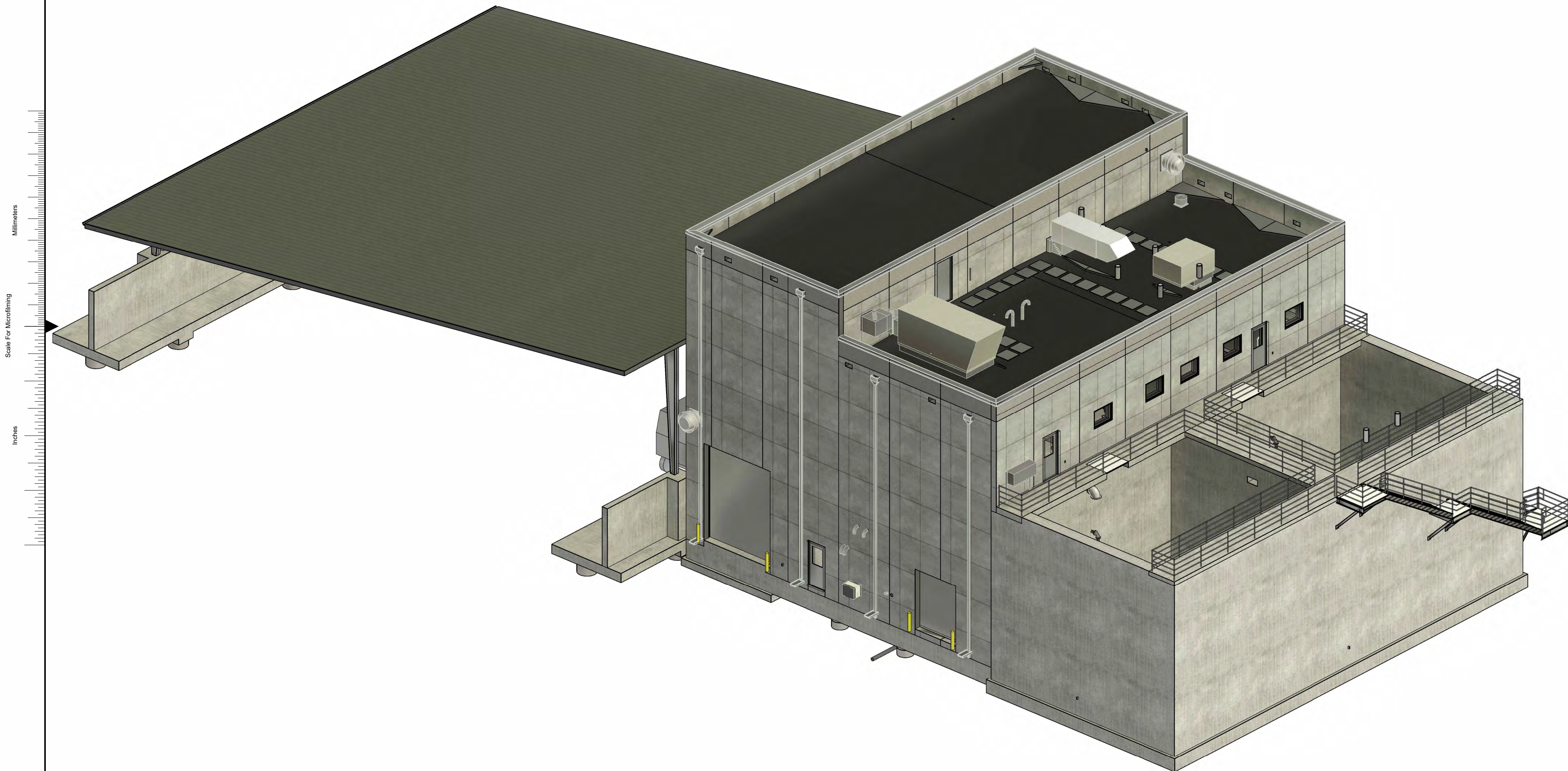


project 145443		contract	
drawing DW-D-900	rev. 0	sheet of	sheets
file		file	



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PHASE 1 EXPANSION PROJECT - PROPOSED NEW DEWATERING BUILDING - ISOMETRIC VIEW



no.	date	by	ckd	description
0	11/20/23	RAS	GJW	ISSUED FOR CONSTRUCTION



date	NOVEMBER 2023	detailed	N. ARYAN
designed	R. SWARTZ	checked	A. WADDOUPS



PERSIGO WWTP EXPANSION
DEWATERING
3D VIEW II

project	145443	contract	
drawing	DW-D-901	rev.	0
sheet	of	sheets	
file			



3D VIEW II

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Grand Junction City Council

Workshop Session

Item #6.b.

Meeting Date: January 3, 2024

Presented By: Randi Kim, Utilities Director

Department: Persigo

Submitted By: Lee Cooper, Wastewater Project Manager

Information

SUBJECT:

Authorize Change Order #4 with Burns & McDonnell Engineering Company, Inc. for the Persigo Wastewater Treatment Plant Phase 1 Expansion Project

EXECUTIVE SUMMARY:

This request is to award a Change Order #4 to Burns & McDonnell Engineering Company, Inc. (BMcD) for Construction Phase Engineering Services for the Persigo WWTP Phase 1 Expansion Project (Project) for 2024. Change Order #4 with BMcD includes additional professional engineering activities necessary for engineering services during construction and post-construction activities.

BACKGROUND OR DETAILED INFORMATION:

Burns & McDonnell Engineering Company, Inc. (BMcD) is City's professional design engineering consultant responsible for the design of the Project. BMcD was selected through a qualifications-based recruitment, Request for Proposal (RFP), process in 2022. To date, BMcD has been providing design services on the project improvements to the Persigo WWTP and assisting the City and the City's CM/GC contractor, Garney Construction, on developing this project.

BMcD will provide a full-time Resident Project Representative (RPR) who will work onsite at Persigo to oversee, manage, and inspect the project while working with the City's Project Manager and the City's contractor, Garney Construction. Change Order #4 does not add additional calendar days to the contract as BMcD's current contract completion date is March 1, 2026.

BMcD's Construction Phase Engineering Services, included with Change Order #4, will include the following tasks during the construction phase:

1. General Administration of Construction Contract

2. Pre-Construction Conference
3. Progress Meetings
4. Construction Observation & Residential Project Representative (RPR)
5. Compliance Submittals
6. Work Compliance Site Visits
7. Change Orders/Work Change Directives
8. Pre-Start-Up Workshops
9. Equipment Operations Training
10. Processes Start-up Assistance
11. Operations & Maintenance Manuals
12. Conduct Final Inspection
13. Colorado Dept. of Public Health & Environment (CDPHE) Certifications
14. Conforming to Construction Record Drawings (As-Builts)

BMcD is the engineer of record for the project, and it is important that BMcD is present during construction to verify that all new processes and improvements to the Persigo Wastewater Treatment Plant are done per the engineering documents because BMcD is responsible for certifying to the CDPHE that the project was constructed per the approved plans.

BMcD is responsible for the professional engineering design associated with improvements that are proposed at the Persigo WWTP. BMcD is responsible for designing the Phase 1 Expansion Project to take the Persigo WWTP from a permitted hydraulic capacity of 12.5 million gallons per day (MGD) to a permitted 15.0 MGD operation. The design elements included in the project are the design of rehabilitating the headworks building with new screening and process equipment; designing the new headworks electrical building to protect the critical electrical infrastructure from corrosive sewer gases; designing the all-new state-of-the-art dewatering building and biosolids storage area; designing the two new aerations basins for added capacity while designing the new state-of-the-art blower building and pipe gallery; and designing a second ultraviolet (UV) disinfection system for added redundancy.

BMcD has completed 100 percent design drawings and specifications and the project is scheduled to start construction in late January 2024.

The total construction cost of the Phase 1 Wastewater Treatment Plant Expansion Project is \$80 million over the two-year period of 2024 and 2025 and is funded by the Persigo Fund with debt issuance and cash.

FISCAL IMPACT:

The total cost of construction engineering services with Burns & McDonnell Engineering Company, Inc. for the two-year project is \$3,719,639. The portion of the contract being authorized by this action is \$2,231,783.40 and is included in the 2024 Adopted Budget.

SUGGESTED ACTION:

I move to (authorize/not authorize) the City Purchasing Division to execute Change Order #4 with BMcD for the Construction Phase Engineering Services in the amount of \$2,231,783.40.

Attachments

- 1. CO #4_BMcD Construction Services_2023-12-06



CHANGE ORDER NO. 4
For Contract between Client and Burns & McDonnell

Project Name: Persigo WWTP Expansion BMcD Project No. 145443
Client: City of Grand Junction Client Project No. 904-F2107-F21
Engineer: Burns & McDonnell Contract No. 4972-22

The below noted modification(s) to subject Contract are directed by Client and accepted by Burns & McDonnell (any applicable attachments are specifically identified):

Services as detailed in Attachment A – Scope of Services for Change Order No.4

As a result of the modification(s) described above:

The revised Contract Price is:

Original Contract Price \$ 3,340,568
Total net amount of all previous Change Orders (+ or -) \$ 1,030,028
Total net amount of all previous variable quantity adjustments (+ or -) \$ 0
Total net amount of this Change Order (+ or -) \$ 3,719,639
Current Contract Price, including this Change Order \$ 8,090,235

The revised Contract Time is:

	<u>Substantial Completion</u>	<u>Ready for Final Payment</u>
Original Completion Date(s).....	<u>08/01/2023</u>	_____
Total net time adjustment* of all previous Change Orders(+ or -)	<u>0</u>	_____
Total net time adjustment* of this Change Order.....(+ or -)	<u>0</u>	_____
* Time adjustment is specified in: <input type="checkbox"/> Working Days <input type="checkbox"/> Calendar Days <input type="checkbox"/> Other	_____	
Current Completion Date(s), including this Change Order	<u>03/01/2026</u>	_____

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

CLIENT

BURNS & McDONNELL

By _____
Date _____

By _____
Date _____

Attachment A SCOPE OF SERVICES FOR CHANGE ORDER NO. 4

This Contract amendment (“Amendment”) to the AGREEMENT is made by and between Burns & McDonnell Engineering Company, Inc. (Engineer) and City of Grand Junction (Owner), this 6th day of December 2023, for the Persigo Wastewater Treatment Plant Expansion.

Whereas, it is the mutual desire of the parties hereto to amend the Professional Engineering Services Consultant for Wastewater Treatment Plant Expansion Projects RFP-4972-22-DH between Owner & Engineer entered into on the 7th day of April 2022, hereinafter called the “Existing Agreement.”

Therefore, it is hereby agreed that the Existing Agreement be amended as follows:

SCOPE OF SERVICES:

Services During Construction: In the original contract Engineer had included time and expenses for three tasks that were requested in the original Request for Proposals. These tasks include:

- Responding to CMGC Requests for Information
- Addressing Changed Field Conditions
- Attending Construction Progress Meetings

The following scope items are additional tasks for Engineering Services during Construction.

Construction Phase Engineering Services

The Scope of Services described herein represents the Engineer’s professional engineering activities necessary for engineering services during construction and post-construction activities. Engineer’s resident project representative (RPR) services will in no way relieve construction contractors of their obligations for complete compliance with the drawings and specifications. Engineer shall not make exhaustive or continuous on-site assessments to check the quality or quantity of such work. Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction contractors, or for their safety precautions and programs incident to their work. Engineer shall not be responsible for the failure of construction contractors to perform the work in accordance with the Contract Documents. Notwithstanding the foregoing, if Engineer becomes aware of any deficiencies or defects in the work, or any lack of conformity of the work to the Contract Documents, Engineer shall promptly bring such deficiencies, defects, or lack of conformity to Owner’s attention.

Insofar as job site safety is concerned, Engineer is only responsible for its employees’ activities on the job site, and this shall not be construed to relieve Owner or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Engineer, nor presence of Engineer or its employees and subcontractors shall be construed to imply Engineer has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site. Owner agrees that the construction contractors are solely responsible for job site safety, and this intent shall be made evident in Owner’s agreement with all construction contractors. Owner and Engineer shall be made additional insureds under the construction contractors’ general liability insurance policy.

Engineer will not be a party to any construction contract and all authority and responsibility to stop work belongs to the Owner. Engineer shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an arbitrator or interpreter of the Contract

Documents; provided, however, that all interpretations and decisions of Engineer shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.

By recommending any payment to others, Engineer will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by Engineer to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that Engineer has made an examination to ascertain how or for what purposes any person(s) has used the moneys paid on account, or that title to any of work, materials or equipment has passed to the Owner free and clear of any lien, claims, security interests or encumbrances, or that others have completed their work exactly in accordance with the Contract Documents. Notwithstanding the foregoing, it is agreed that, by recommending any payment to others, Engineer does thereby represent that, based on Engineer's evaluation of the work and the data comprising the Contractor's Application for Payment, that, to the best of Engineer's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents, that the Contractor is entitled to payment in the amount certified, and that Engineer knows of no legitimate reason that such payment or any part thereof may or should be withheld.

Task 901 – General Administration of Construction Contract:

Engineer shall provide for general administration of the construction contract specifically pertaining to the requirements and responsibilities outlined within Series 900 tasks – Services During Construction. Maintain, at Engineer's office, orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including Requests for Information and actions taken, Construction Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals and other project related documents.

Administration also includes the overall project management of the project activities. Task includes invoicing and reporting as well as internal team coordination over the project duration.

Specific tasks included within the administration of the construction also include the following:

Task 902 – Pre-Construction Conference:

Engineer shall attend the pre-construction conference at the inception of construction activities. The conference will be held at the Persigo WWTP during which the responsibilities of each entity will be discussed, communication protocol set, processes for the administration of the contract and general schedule will be discussed. Owner will schedule and conduct the pre-construction conference.

Task 903 – Progress Meetings:

Engineer shall prepare for and attend weekly progress meetings to consult with the Owner during the construction period relative to general administration of the construction. Progress meetings shall be attended by Engineer's Project Manager and one process engineer.

Construction Schedule: January 1, 2024 – March 1, 2026 (Term: 112 weeks)

- o In person meetings: Twenty-six (26) meetings
- o Virtual Meetings: Eighty (80) meetings

Task 904 – Construction Observation and Residential Project Representative:

Specific tasks included within the Construction Observation and Resident Project Representative are to include the following services:

Observe the progress and quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the Contract Documents. Keep the Engineer informed about the progress and quality of the portion of the Work completed. Provide Engineer a weekly summary report of construction progress.

Review and monitor the progress schedule, schedule of Shop Drawings and other submittals prepared by Contractor and take necessary and appropriate action concerning acceptability.

Attend meetings with Contractor and Owner, such as pre-construction conferences, progress meetings, job conferences, and other scheduled or unscheduled project-related meetings, and prepare and circulate copies of minutes thereof, and keep Engineer advised as necessary.

Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel.

Review monthly pay applications with Engineer and provide approval/suggested modifications after review.

The Contractor and Owner will be responsible for materials testing and weld inspections. This will include density testing of subgrade, welding materials and finished welding visual inspection of welds, concrete materials testing and verification of properties, grout materials testing and verification of properties.

Maintain an updated set of Contract Documents showing “Conforming to Construction Records” conditions based on the General Contractor’s records and the RPR’s observations and inspections. This set is in addition to the set being maintained by Contractor.

Review checklists of work to be completed or corrected with a request for issuance of a certificate of substantial completion. Conduct an inspection with the Engineer to check conformance of the Work with the requirements of the Contract Documents and, if the checklists are accurate and complete, take the necessary action for disposition.

Conduct a final inspection, accompanied by Engineer, prepare a final checklist of items to be completed or corrected, and prepare documentation for transmittal to the Engineer as required to close out the Project, including: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Engineer against liens; and (3) any other documentation required of the Engineer under the Contract Documents.

Task 905 – Compliance Submittals:

Review and approve, or take other appropriate action in respect of, Shop Drawings, Samples, and other submittals and data required to ascertain their general accordance with the Contract Documents.

Estimate includes an initial review of 640 1st round submittals and 370 revised submittals

There are submittals that have been assumed to be submitted prior to January 1st, 2024 that are included in Amendment #3 to this contract and are listed again below. These submittal reviews include:

- Influent Screens
- Centrifuges
- UV System
- Blowers
- Truck Scale
- Switchboards
- Motor Control Centers (MCCs)
- Harmonic Filters
- Panel Boards
- Emergency Generator

These submittals were estimated to require a total of 170 hours of review time. These hours have been removed from this Change Order (#4) and carried in the previous Change Order (#3).

Task 906 – Work Compliance Site Visits:

Specific discipline engineers in combination with the RPR will visit the site at times required to observe critical events or progress. This includes work observation/inspection for structural steel, concrete, reinforcement, process equipment, electrical power or instrumentation & controls, mechanical, or site work etc. as required.

This task is inclusive of the Special Inspections as shown below:

- The BMcD RPR will conduct a special inspections of the following:
 - Reinforced steel
 - Anchors cast in concrete
 - Anchors post installed in concrete
 - Concrete mix design
 - Concrete placement
 - Inspection of formwork

Additionally, the following special inspections will be provided by the Contractor and are not the responsibility of Engineer:

- Fabricate specimens for strength, perform slump, air content and temperature.
- Verification and inspection of soils by the geotech.
- Verification of f'm
- Verifications of grout and mortar are in compliance with the specifications
- Structural steel welding

As noted the RPR will conduct many of the Special Inspections. The table below list the special inspections that will be conducted by BMcD staff no on site. These visits are generally conducted early in the construction activities to verify procedures and define content of what is evaluated during the inspection.

Structure	Visits for Inspection of:	# of visits estimated
Headworks	Concrete Floor Work: Rebar Placement & Formwork	1
Aeration Basins	New Concrete Work: Rebar Placement & Formwork	1
Aeration Basins	Existing Concrete Work: Rebar Placement & Formwork	1
Blower Building & Pipe Gallery	Existing Concrete Work: Rebar Placement & Formwork	1
Dewatering Storage	Concrete Work: Rebar Placement & Formwork for Drilled Shaft / Foundation & Flatwork	2

Task 907 – Change Orders/Work Change Directives:

Review and comment on prospective change orders. Evaluate and make recommendations to Owner on change orders when appropriate. Provide Work Change Directives (no cost design changes) as needed. Track changes and obtain Owner approval prior to returning direction to the Contractor.

Assumed Change Orders: 20

Post-Construction Engineering:

Task 908 – Pre-Start-Up Workshop:

To aid in the start-up planning, the Engineer shall conduct a pre-start-up planning workshop with the Owner and Contractor prior to transferring wastewater flow from basin to basin for construction sequencing or introducing wastewater into each new process at the facility. Detailed development and review of all process impacts through the Method of Procedures for Operations (MOPO). The MOPO will be drafted by Contractor in conjunction with Owner and Engineer. The MOPO development and subsequent reviews will address impacts to standard operations, adjustments to be made by City staff associated with activities for startup of equipment. MOPO will include the operational limits for processes impacted by the startup exercises, contingent plans and roles and responsibilities of all parties involved.

Construction Phase MOPO's:

- Primary Clarifier High Flow Connection to CS2
- CS2 Construction Sequencing
- Aeration Basin Construction Sequencing
- Pipe Gallery Construction Sequencing
- Blower Building Aeration Piping Construction Sequencing
- UV System

Pre-start-up Workshops will be provided for:

- Headworks Screens, Sluice Conveyance and Screenings Press
- Headworks Grit Pumps, Grit Classifiers / Washers and Grit Conveyance
- Aeration Blowers and Aeration Diffuser Grid
- Aeration Compressor and Large Bubble Mixing Grid
- WAS Pumps
- RAS Pumps
- Recycle Pumps
- UV System
- Centrifuge Dewatering System: Feed Pumps, Centrifuge, Conveyors
- Centrifuge Polymer Feed System
- Slide Gates

Aerobic Digested Solids Transfer Pumps
Anaerobic Digested Solids Transfer Pumps

Task 909 – Equipment Operation’s Training:

Equipment training requirements shall be included within the contract documents. The Contractor shall be responsible for ensuring that equipment vendors complete the training requirements as outlined in the contract documents.

Engineer will review operational training documentation to identify that the training is specific to the installation of equipment for the Persigo WWTP. Engineer will attend training for each item listed below and see that site specific information is incorporated into O&M Manuals.

Operational Training: Estimated 43 Unique Items of Equipment requiring Operational Training

Task 910 – Processes Start-Up Assistance:

Processes start-up shall be performed by the Owner and Contractor with Engineer providing operating recommendations. The Owner’s Operation Staff shall oversee operations once wastewater is introduced into the new processes. The Contractor shall complete instrumentation and control construction (installation and adjustment), including all items that are required for wastewater to be present. Engineer shall provide guidance and recommendations to help resolve start-up issues in a timely manner.

Engineer to work with Contractor and Owner during process startup. Systems to include:

Headworks Screens, Sluice Conveyance and Screenings Press
Headworks Grit Pumps, Grit Classifiers / Washers and Grit Conveyance
Aeration Blowers and Aeration Diffuser Grid
Large Bubble Mixing System
WAS Pumps
RAS Pumps
Recycle Pumps
UV System
Centrifuge Dewatering System: Feed Pumps, Centrifuge, Conveyors
Centrifuge Polymer Feed System

Each startup will include a final review of MOPO, attendance at startup meetings, startup and shakedown of equipment and associated processes.

Task 911 – Operations & Maintenance Manual:

Shop drawing submittals for equipment and process systems will be reviewed for content to be included in O&M Manual submittals. Vendor or manufacturer submitted O&M Manuals shall provide descriptions of the equipment and facility processes with the physical operation and periodic maintenance of the mechanical equipment performing those processes. The reviewed and approved O&M Manual shall also list the operation and control parameters based on the design intent for control of the new facility. Any adjustments or variations determined during startup will be documented by Owner and provided to Engineer. Engineer will coordinate with supplier to obtain modified content to each O&M Manual prior to final acceptance.

The content of the O&M Manual reviewed by Engineer shall satisfy the requirements of the applicable regulatory agencies required to review and/or approve the document and include, at minimum:

Information regarding actual equipment supplied and reflect changes, which may have been made throughout construction or observed through startup.

An overall description of each system and its intended performance is represented in a schematic diagram and where noted in the manual.

A description of the primary equipment and equipment identification methods.

Vendor P & ID Drawings.

System or building plans showing the record as-built locations of major equipment and connected piping to convey the operational intent.

Sequencing for start-up, normal operation, and shutdown.

Engineer will NOT prepare a comprehensive facility operation and maintenance (O&M) manual.

Task 912 – Conduct Final Inspection:

The Engineer shall conduct a final inspection and allow for the issuance of the final Certificate for Payment indicating that all Work complies with the requirements of the Contract Documents.

Task 913 – CDPHE Certifications:

The Engineer shall issue CDPHE a letter of certification of completion per approved design and/or work through changes to assist Owner with final approval from CDPHE for plant construction.

Task 914 – Conforming to Construction Record Drawings:

Engineer shall prepare conforming to construction record drawings of the constructed facilities. The final set of record drawings furnished shall be “Revised According to Construction Records” in accordance with records provided by Owner and Contractor.

Deliverables:

Draft Record Drawings: One (1) complete electronic copy for review and comment by the OWNER.
Final Record Drawings: One (1) electronic version (PDF).

TIME OF SERVICE

Add the following paragraph to Article 4 of the Engineer’s Contract:

Tasks 901 to 914 scope of work shall be completed during the term of July 1, 2023 – March 1, 2026, with construction expected to commence January 1st, 2024. If construction is not completed within the timeline predicted, Engineer will request additional time for completion based upon an average monthly labor effort invoiced previously.

Add the following paragraph to the Scope of Services, Task Series 900 of the Engineer’s agreement.

The RPR's time is estimated and based upon a standard of a 40-hour work week. Contractor's hours of operation are expected to be the same on a weekly basis. Should Contractor require time beyond the standard work week the City will be invoiced for additional labor.

COMPENSATION

For the Additional Services outlined in the Services described herein, Owner shall pay Engineer on a rate schedule plus expenses basis according to the ENGINEER's Hourly Rates and Reimbursable Expenses which will be updated the first of 2026 and be used should the contract extend past March 1, 2026 (Schedule of Hourly Professional Service Billing Rates Form BMR24_25-6A).

This amendment will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement. Except as modified above, the Existing Agreement will remain in full force and effect.

BURNS & MCDONNELL ENGINEERING CO., INC

ACCEPTED:

By _____

Title _____

Date _____

City of Grand Junction

ACCEPTED:

By _____

Title _____

Date _____

END OF CHANGE ORDER NO.4

City of Grand Junction

RPR Included

Wastewater Treatment Expansion Projects

Work Breakdown Structure and Fee Schedule

Activity	Project Manager	Design Manager	Technical Advisor	Process	Structural	Electrical	I&C	Mechanical	Civil	Architectural	Elec / I&C, Mech, Structural CADD	Administrative Assistant	Field Representation	Quality Control	BMcD Total Labor		Expenses	Direct Expense	Total Cost
	Greg Woodward	Andrew Toth	Brian Knadle	Conor Healy Raegan Swartz Ryker M.	Structural Engineer	Electrical Engineer	Electrical Engineer	Mechanical Engineer	Civil Engineer	Architect	CADD Drafter	Admin	Dave Thompson	QC Reviewer					
	Billing Rate														Hours	Cost	Direct	Cost	
TASK SERIES 900 - Additional Engineering Services During Construction (NOT INCLUDED IN EXISTING CONTRACT)																			
Task 901 - General Administration of Construction Contract	2416	416	296	312	104	104	104	104	0	52		104		52	4,064	\$1,084,344	\$43,370		\$ 1,127,714
Task 902 - Pre-Construction Conference	16	16			0										32	\$8,816	\$350	\$1,000	\$ 10,166
Task 903 - Progress Meetings															0	\$0	\$0		\$ -
Task 904 - Construction Observation and RPR													4160		4,160	\$1,131,520	\$45,260	\$141,232	\$ 1,318,012
Task 905 - Compliance Submittals	47	120		708	174	318	374	131	120	160		80		118	2,350	\$554,285	\$22,170		\$ 576,455
Task 906 - Work Compliance Site Visits / Special Inspections	30	90		192	72	24	24	24		24		60		75	615	\$140,448	\$5,620	\$30,000	\$ 176,068
Task 907 - Change Orders / Work Change Directives	6	6	20	75	10	16	16	8	4	8				8	177	\$41,618	\$1,660		\$ 43,278
Task 908 - Pre-Start-Up Workshops	18	42	50	90	20	60	60	10				16		20	386	\$93,516	\$3,740	\$6,000	\$ 103,256
Task 909 - Equipment Operation's Training	6	12	10	40		18	18	4				30		12	150	\$31,916	\$1,280	\$1,000	\$ 34,196
Task 910 - Processes Start-Up Assistance	24	20	10	36		32	16	6				10		16	170	\$40,926	\$1,640	\$5,000	\$ 47,566
Task 911 - Operations & Maintenance Manual	8	8		60	8	30	30	16	6			30		20	216	\$47,950	\$1,920		\$ 49,870
Task 912 - Conduct Final Inspection	16	16			16										48	\$13,168	\$530	\$1,000	\$ 14,698
Task 913 - CDPHE Certifications	4	12													16	\$4,348	\$170		\$ 4,518
Task 914 - Conforming to Construction Record Drawings	16	24		134	48	68	104	26	30	18	320	80		80	948	\$205,622	\$8,220		\$ 213,842
Sub-Total Series 900	2607	782	386	1647	452	670	746	329	160	262	320	410	4160	401	13,332	\$ 3,398,477	\$ 135,930	\$ 185,232	\$ 3,719,639
Project Subtotals	2607	782	386	1647	452	670	746	329	160	262	320	410	4160	401	13,332	\$ 3,398,477	\$ 135,930	\$ 185,232	\$ 3,719,639
Project Total																			\$ 3,719,639

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$76.00
Technician *	6	\$96.00
Assistant *	7	\$118.00
	8	\$160.00
	9	\$192.00
Staff *	10	\$219.00
	11	\$238.00
Senior	12	\$268.00
	13	\$272.00
Associate	14	\$279.00
	15	\$282.00
	16	\$283.00
	17	\$285.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
6. The rates shown above are effective for services through January 1, 2024 through December 31, 2025. These rates are subject to revision thereafter.



Grand Junction City Council

Regular Session

Item #7.a.i.

Meeting Date: January 3, 2024
Presented By: Jennifer Tomaszewski, Finance Director
Department: Finance
Submitted By: Jennifer Tomaszewski, Finance Director

Information

SUBJECT:

An Ordinance Amending Various Sections of the Grand Junction Municipal Code (GJMC) on Sales and Use Tax by Adding Terms and Definitions to the GJMC Related to Economic Nexus and Authorize an Intergovernmental Agreement with the Colorado Department of Revenue (CDOR) to Participate in the Sales Use Tax Software (SUTS) System

RECOMMENDATION:

Staff recommends:

1. The approval of the ordinance amending various sections of the Grand Junction Municipal Code (GJMC) on sales and use tax by adding terms and definitions to the GJMC related to economic nexus; and
2. Authorize an intergovernmental agreement with CDOR to participate in the SUTS System, with an estimated cost of \$260 per year.

EXECUTIVE SUMMARY:

On January 4, 2023, City Council approved Ordinance No. 5118 amending the GJMC on Sales and Use Tax related to marketplace facilitators and marketplace sellers. This was the first of two phases necessary to join with the State of Colorado's simplification efforts related to sales tax collections. This resulted from the United States Supreme Court decision in *South Dakota v. Wayfair*. That ruling provided that states may charge tax on purchases made from out-of-state sellers without a physical presence in the state. The Colorado Municipal League has facilitated a model ordinance and reporting process to effect uniformity for cities in Colorado. The City's proposed ordinance and SUTS agreement relate to the second phase necessary to fully engage in the state's tax simplification efforts. The ordinance defines "economic nexus" and updates the definition of businesses engaged in business in the City to include economic nexus,

while the SUTS agreement allows the City to join the state single point of remittance system for out-of-state vendors.

BACKGROUND OR DETAILED INFORMATION:

Over the years, the state has enacted legislation that attempts to simplify what is considered a complex Colorado tax system. The Colorado Municipal League (CML) has taken the lead in these efforts by working with home-rule municipalities to ensure the preservation of local control while minimizing complexity. In the last several years, there have been several projects to this end, including the standardized definition project which the City incorporated into its code in late 2019. Additional sales tax simplification work includes the adoption of the City’s new tax administration system, consideration of joining the state single point of remittance Colorado Sales and Use Tax System (SUTS) for out-of-state vendors, and adopting economic nexus ordinances. The goal for these latest sales tax simplification efforts was to clarify who can collect and remit taxes, along with clarifying the authority given to taxing jurisdictions under the holding of *South Dakota v. Wayfair*.

The CML simplification efforts focused on the SUTS for a single point of remittance for out-of-state vendors not having a physical presence in the state, and definitions of economic nexus and marketplace facilitators. Over the last few years, the CML Sales Tax Simplification Committee has worked with home-rule municipalities to standardize and simplify the language in local ordinances to reduce complexity and preserve local control for home-rule municipalities.

On January 4, 2023, Council adopted Ordinance No. 5118, which amended various sections of the Grand Junction Municipal Code (GJMC) and added clarifying terms and definitions of marketplace facilitators and sellers as well as the taxing jurisdiction based on the *Wayfair* ruling. Marketplace facilitators are now collecting and reporting sales tax to the City.

While Ordinance No. 5118 addressed marketplace facilitators, CML recommended that cities not adopt and enforce economic nexus until joining SUTS. Several municipalities reported dissatisfaction with SUTS. Therefore, the City delayed joining SUTS until the implementation of the City’s new sales tax administration system (GenTax) was completed, and the issues identified with SUTS had been largely resolved.

The City has now completed implementation of the GenTax system, and the state has worked out many of the issues that arose for municipalities over the last year. With that, the City is now ready to incorporate economic nexus. Economic nexus refers to the connection between a taxing authority and the vendor who does not have a physical presence in the state that mandates the vendor to collect and remit sales tax. This requires 1) an ordinance to amend the City’s sales and use tax code, and 2) enter into an Intergovernmental Agreement with the CDOR, to participate in the SUTS system.

The simplification efforts and language provided in the CML Model Ordinance, will incorporate economic nexus under the definition of “engaged in the business of the

city.” This definition is included in 39-26-102 of the Colorado Revised Statutes.

Many large Internet retailers operate as a marketplace facilitator (e.g. Amazon) and are therefore already collecting and remitting City sales tax. The revenue impact from the adoption of economic nexus is difficult to quantify but will likely result in increases in sales tax revenue annually. But more importantly, this will level the playing field for all business owners that do business in the City. Staff also recommend timing the enforcement of the economic nexus provision of the ordinance with when the City completes integration with the SUTS system, which is expected early in 2024.

The cost of the annual SUTS agreement is minimal, estimated at only \$260 per year. This covers a \$1 charge per banking day, for banking fees to transfer sales and use taxes collected through the SUTS system to the City. There is; however, an initial cost for the integration into the SUTS system of \$17,500.

FISCAL IMPACT:

The revenue impact from the adoption of economic nexus is difficult to quantify but will likely result in increases to sales tax revenue annually. The annual cost of the SUTS agreement is \$260 per year and there is a one-time cost of \$17,500 to integrate with the SUTS system. These are included in the 2024 Adopted Budget.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5195, an ordinance amending various sections of the Grand Junction Municipal Code (GJMC) on sales and use tax by adding terms and definitions to the GJMC related to economic nexus and authorize City staff to enter into an intergovernmental agreement with CDOR to participate in the SUTS System on final passage and order final publication in pamphlet form.

Attachments

1. SUTS_User_Agreement_CDOR
2. ORD-SUTS 20231220

AGREEMENT REGARDING DEPARTMENT OF REVENUE SALES AND USE TAX SOFTWARE (“SUTS SYSTEM”)

This agreement regarding the SUTS System (“**Agreement**”) is entered between the Colorado Department of Revenue (“**CDOR**”) and the undersigned home rule local taxing jurisdiction (“**Jurisdiction,**” collectively, “**the Parties**”) for the purposes of permitting access to the SUTS System and its related tax information look up tool as described in this Agreement. The SUTS System permits the acceptance of returns and processing of payments for the sales and use tax levied by the state and any local taxing jurisdictions in accord with the objectives of SB19-006. To further those objectives here, the Parties agree to the following:

AGREEMENT

CDOR grants Jurisdiction access to the SUTS System for Jurisdiction’s use in the collection and payment of Sales and Use tax under the terms set forth in this Agreement.

A. Purpose of Agreement

Pursuant to Senate Bill 19-006, CDOR has contracted with vendors, including at this time, MUNIREvs, Inc. and Transaction Tax Resources, Inc., Fast Enterprises, LLC, and others, which may change from time to time (collectively, “Vendors”) to provide a sales and use tax simplification system that allows taxpayers to look up and remit sales and use taxes through a single portal managed by Vendors and held in trust for the benefit of the Jurisdiction.

B. Definitions

- 1) “Confidential Information” means any information derived from the SUTS System, including but not limited to taxpayer information, return information, and “personally identifiable information,” as defined in section 24-73-101(4) (b), C.R.S.
- 2) A "Security Incident," has the meaning set forth in section 24-37.5-402(10), C.R.S., which is “an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources.” Security incidents include but are not limited to: a) detection of a virus, worm, malware, etc; b) unauthorized use of an information resource; c) unauthorized modification of an information resource; d) theft or diversion of an information resource; e) theft or diversion of property using an information resource, and f) vandalism or other damage to an information resource.”
- 3) “Taxpayer” means any individual or business required to remit sales or use taxes to a taxing jurisdiction.

4) "Sales and Use Tax" means sales and use tax collected by Taxpayers and remitted to a jurisdiction by Taxpayers. Sales and Use Tax does not include excise taxes or other taxes or fees that a jurisdiction requires taxpayers to pay.

C. Confidentiality.

1) CDOR agrees to continually maintain a secure place in which Confidential Information will be stored, regardless of whether Confidential Information is in physical or electronic form and will restrict access to Confidential Information to persons whose duties and responsibilities require such access. All third-party contractors who need such access for purposes consistent with this Agreement shall sign confidentiality agreements with CDOR or Jurisdiction no less restrictive than the confidentiality terms of this Agreement.

2) Except as may be ordered by a court of competent jurisdiction, no Confidential Information obtained pursuant to this Agreement shall be disclosed by CDOR or Jurisdiction to any person or entity not authorized to receive such information by the laws of the Jurisdiction or the State of Colorado.

3) If CDOR or Jurisdiction is served with a request for Confidential Information, CDOR or Jurisdiction shall use reasonable efforts to provide notice to the other Party within such time that CDOR or Jurisdiction may intervene and seek a protective order or other relief if it so chooses.

4) The information obtained pursuant to this Agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the Jurisdiction or the State of Colorado.

5) Nothing in this agreement shall prevent a Jurisdiction from contacting their Taxpayers for auditing or other purposes.

6) If either party becomes aware of any Security Incident, they shall notify the other immediately and cooperate with one another regarding recovery, remediation, and the necessity to involve law enforcement.

D. Payments of Taxes to Jurisdiction.

1) All funds deposited by a Taxpayer shall be and shall remain the property of Jurisdiction held in trust until transferred to Jurisdiction. Deposited remittances

bank following NACHA guidelines.

2) If any Taxpayer payment is returned via an ACH or credit card charge-back against the account past the settlement process above, that Jurisdiction will pay applicable amounts back to the SUTS System within five banking days of notification of return.

E. Data and Reports.

1) Jurisdiction will have access to all information from tax forms processed in the SUTS System that involve transactions within the Jurisdiction via CSV file downloads, PDF files or some other manner that is mutually acceptable.

2) The following reports will be available to Jurisdiction with the SUTS System:

a) Assessment Report: This report shows all assessments, by business and includes several filters.

b) Form Data Report: The form data report provides the ability to see all data for a taxpayer's form (e.g., gross sales through all deductions).

c) Business Comparison Reports by Month: Allows review of trends over time for particular businesses, or an audience of businesses.

d) Business Contact Report.

e) Missing Account Number Report for validating Jurisdiction's Local Account Number for each registered account in the SUTS System.

F. Support.

CDOR will provide Taxpayer user support during regular, published State business hours. Support to Jurisdiction's administrative users for system questions is provided by Vendor specialists who will be available by email and phone Monday through Friday from 8:00 am to 5:00 pm Mountain Time, excluding Federal and State Holidays.

G. Retention of Data.

The SUTS System will retain, for a minimum of three years, all data, records, returns, and information: a) submitted by Taxpayers to the SUTS System, b) derived from Taxpayer submissions, and c) transferred to Jurisdiction.

H. System Failure.

If the SUTS System becomes disabled, CDOR will use good faith and reasonable 3 efforts to recover the system and all Jurisdiction data not already in the possession of Jurisdiction. This recovery of the SUTS System and data will be conducted at no

additional cost to Jurisdiction.

I. Reservation of Rights.

The software, workflow processes, user interface, designs, know-how and other services and technologies which are the sole property provided by Vendors as part of the SUTS System and CDOR's agreements with Vendors will remain with Vendors and Jurisdiction will not have any right, title or interest in or to such items, including all associated intellectual property rights.

J. Restrictions on Use of The SUTS System.

1) Jurisdiction *may not* a) sell, resell, rent or lease the SUTS System, b) use the SUTS System to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, c) interfere with or disrupt the integrity or performance of the SUTS System, or d) attempt to gain unauthorized access to the SUTS System or its related systems or networks.

2) Jurisdiction may allow its third-party contractors to use the SUTS System solely on behalf of and for the benefit of Jurisdiction and only in compliance with the terms and conditions of this Agreement. Jurisdiction is responsible for compliance with the terms of this Agreement by its contractors.

K. Initial Setup.

Jurisdiction shall furnish the following items in order to use the SUTS System:

1) Jurisdiction Depository Information: Jurisdiction will provide bank deposit information (routing & account number) to CDOR's appropriate Vendors within 5 days of signing this Agreement. This information will be utilized for the deposits of taxes, penalties, and interest from the SUTS System. It is the responsibility of Jurisdiction to provide updated depository information should this account need to be changed at any point in time.

2) Initial Account Number Validation: Jurisdiction will upload their local account numbers for their Taxpayers to the SUTS System using the SUTS standard upload format (e.g. Excel, CSV) as soon as is reasonable after signing this Agreement. CDOR will use this information to validate account numbers for businesses registering on the SUTS System with actual account numbers for each jurisdiction for accurate account information on SUTS System tax returns.

3) The local account numbers will include the Taxpayer's account number, business

name, dba, FEIN#, address and any other contact information or the SUTS System to validate and match the registered account to Jurisdiction's account number.

4) The SUTS System will not activate for Jurisdiction for tax receipts until the Existing Account Number Data File has been provided to CDOR, imported to the SUTS System and validated by Vendor.

5) It is the responsibility of Jurisdiction to update the account numbers that need to be added or edited in the SUTS System in order to display the local account number on future tax returns generated from the SUTS System.

L. Use Tax Purchase Details.

Taxpayers filing tax returns through the SUTS System are not required to include use tax purchase details. Purchase details are typically required on Schedule B to tax returns required by local jurisdictions. However, nothing in this Agreement prevents Jurisdiction from requesting these use tax details directly from the Taxpayer.

M. Business Licenses.

The SUTS System will not require any Taxpayer to obtain separate Jurisdiction business licenses or any other license. Jurisdiction may, at Jurisdiction's discretion, use the information provided by the Taxpayer in the SUTS System to reach out separately and independently to their Jurisdiction's Taxpayers for licenses or any other requirements from the Jurisdiction that is not included in the SUTS System.

N. Frequency of Tax Filings.

Taxpayers may file tax returns via the SUTS System at the frequency which is required of Taxpayer for State taxes under CDOR regulations; however, Jurisdiction may request from CDOR that the Taxpayer may be moved to a more frequent filing, which will not be unreasonably denied.

O. Jurisdiction New Account Review.

When a Taxpayer submits a new registration with the SUTS System and does not have a Colorado Account Number, the SUTS System will require that the Taxpayer submit an online Sales Tax License Application and pay the State of Colorado license fee. The application and fee shall be sent to the CDOR for license issuance and account number creation for the Colorado Account Number. It is the

businesses in their external system of record and to update their local account number in the SUTS System using the procedures set forth above.

P. Jurisdiction Rate Validation.

1) Jurisdiction will provide written confirmation to Vendors of its sales and use tax rates, rules, and boundaries. Jurisdiction will use due care and make best efforts to provide accurate rates, rules, and boundaries.

2) Jurisdiction agrees to specify to Vendors authorized Jurisdiction users who are allowed to propose changes within the SUTS System administrative tools.

3) Jurisdiction will use best efforts to email Vendors or use the SUTS System administrative tools to notify Vendors of any tax rates, rules, boundaries, or other needed data changes 30 days before they are effective for them to be updated in the system. All notifications must include details on the changes and the period for which changes are effective.

Q. Tax Data Integration.

This Agreement does not provide a direct interface or integration to Jurisdiction’s system of record for sales and use tax. If a direct interface or custom format is desired by Jurisdiction to better integrate to Jurisdiction’s system of record, Jurisdiction may contact Vendor to discuss custom options, which may entail programming fees to be paid directly to the Vendor by the Jurisdiction.

R. Licensed Documentation.

All SUTS System user guides, sample data, marketing, training and other items provided through the SUTS System or by Vendors (“Licensed Documentation”) may be used and copied by Jurisdiction via a non-exclusive license for the duration of the Agreement for Jurisdiction’s use solely with the SUTS System according to the terms of this Agreement.

S. Payment and Merchant Fees.

Taxpayer pays credit, debit or any other merchant processor or bank fee associated with Taxpayer’s remittance payment, and the Jurisdiction agrees to pay the ACH Credit or Debit *transfer* fees from the SUTS System to Jurisdiction’s bank account, which is currently one dollar (\$1) per banking day, or approximately twenty dollars (\$20) per month for a Jurisdiction that gets a payment every banking day. The Jurisdiction will Pre-pay an amount of two hundred and sixty dollars (\$260) during

the SUTS onboarding process as a credit towards the transfer fees. Jurisdiction will replenish any funds used, paying in advance of each CDOR fiscal year on or before July 1 after receiving a notice of account and balance due by June 1.

T. Additional Terms.

1) **Governing Law.** This Agreement is governed by Colorado law without regard to conflicts of law principles.

2) **Survival of Terms.** Any terms that by their nature survive termination or expiration of this Agreement, will survive.

3) **Entire Agreement and Changes.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Agreement is effective unless in a written instrument signed by both Parties.

4) **No Assignment.** Neither Party may assign or transfer this Agreement to a third party.

5) **Enforceability:** If any term of this Agreement is determined to be invalid or unenforceable, the other terms remain in effect.

6) **Notices:** All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (a) by hand with receipt required, (b) by certified or registered mail to such Party's principal representative at the address set forth below or (c), as an email with read receipt requested addressed as given herein. This contact information may be changed by notice submitted in accordance with this section.

For CDOR:

Name: Matthew A. Samuelson

Title: Deputy Director, Taxation Division

Email: matthew.samuelson@state.co.us

Mailing address: PO Box 17087, Denver, CO 80217-0087

Cell: 720-682-6231

For Jurisdiction:

Name: _____

Title: _____

Email: _____

Address: _____

Phone: _____

7) **Counterparts, Facsimiles and E-Mail.** This Agreement may be signed in any number of counterparts, which together shall constitute one and the same instrument. Original signatures of the Parties on copies of this Agreement transmitted by facsimile or electronically/scanned and e-mailed copies shall be deemed originals for purposes of this Agreement, and such copies shall be binding on all Parties.

8) **Authority to Execute Agreement.** Each person executing this Agreement on behalf of each Party represents, warrants, assures, and guarantees that s/he has full legal authority to execute this Agreement on behalf of the Jurisdiction and CDOR, respectively, and to bind Jurisdiction and CDOR, to all the terms, conditions, provisions, and obligations of this Agreement.

9) **Termination of Agreement:** CDOR or Jurisdiction may terminate this Agreement for any reason on 90 days written notice to the other Party. In the event of a breach of contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach of contract, at its sole expense, within 30 days after the delivery of written notice, the Party may terminate the contract. Notwithstanding any provision of this Agreement to the contrary, both Parties retain any statutory rights they may have to immediately terminate this Agreement in whole or in part in order to protect the public interest of their citizens.

10) **Limited Financial Obligation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either party not performed during the current fiscal year is subject to annual appropriation, so the obligation shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

11) **Limitation of Liability for CDOR.** CDOR, its employees, agents, including Vendors and assignees shall not be liable for any costs, expenses, claims, damages, liabilities, court fees and other amounts (including attorneys' fees and related costs) including but not limited to cost of delay, loss of data or information, failure of the SUTS system, loss of moneys remitted to SUTS, direct losses, consequential, special, indirect, incidental, punitive or exemplary loss incurred by Jurisdiction in relation to any services, including database access in connection with this Agreement.

12) **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions, committees, bureaus, offices, employees and officials, or of the Jurisdiction, its departments, boards, commissions, committees, bureaus, offices, employees and officials, shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this

Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

Jurisdiction Approval	
By	Title
*Signature	Date
Municipality or County of	Date
Jurisdiction Mailing Address	Appointee Phone Number
Appointee Name	Title
Appointee Signature	Appointee Email
Name of Chief Administrative Officer or Designee	Title
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email
* <input type="checkbox"/> By checking this box and signing above, I I hereby represent, warrant, assure, and guarantee that I have full legal authority to execute this Agreement on behalf of the Jurisdiction and to bind Jurisdiction to all the terms, conditions, provisions, and obligations of this Agreement.	
Colorado Department of Revenue Approval	
By	Title
Signature	Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF CHAPTER 3 OF THE GRAND JUNCTION MUNICIPAL CODE RELATED TO ECONOMIC NEXUS AND AMENDING ORDINANCE 4749 AS CODIFIED IN THE GRAND JUNCTION MUNICIPAL CODE AS 3.12.100(b)(1) TO CORRECT A SCRIVENER'S ERROR IN THAT SECTION

WHEREAS, the City of Grand Junction, Colorado, (“City”) is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution, and the City Charter; and

WHEREAS, pursuant to Article XX, Section 6 of the Colorado Constitution and the City Charter, the City may pass ordinances and regulate local matters including but not limited to ordinances for the administration and collection of sales and use taxes, which is necessary to raise revenue to conduct the affairs and render the services performed by the City; and

WHEREAS, pursuant to such authority, the City has adopted and enacted a Sales and Use Tax Code (“Code”), under which City sales tax is levied on all sales and purchases of tangible personal property at retail unless prohibited, as applicable to the provision of this Ordinance, under the Constitution or laws of the United States; and

WHEREAS, the United States Supreme Court in *South Dakota v. Wayfair* overturned prior precedent and held that a State is not prohibited by the Commerce Clause from requiring a retailer to collect sales tax based solely on the fact that such retailer does not have a physical presence in the State (“Remote Sales”); and

WHEREAS, based upon such decision, the retailer’s obligation to collect Remote Sales is no longer based on the retailer’s physical presence in the jurisdiction by the Constitution or law of the United States, and the City’s Code needs to be amended to clearly reflect such obligation consistent with the Supreme Court decision; and

WHEREAS, the delivery of tangible personal property, products, or services into the City relies on and burdens local transportation systems, emergency and police services, waste disposal, utilities and other infrastructure and services; and

WHEREAS, the failure to tax Remote Sales creates incentives for businesses to avoid a physical presence in the State and its respective communities, resulting in fewer jobs and increasing the

share of taxes to those consumers who buy from competitors with a physical presence in the State and its municipalities; and

WHEREAS, it is appropriate for Colorado municipalities to adopt uniform definitions within their sales tax codes to encompass marketplace facilitators, marketplace sellers, and multichannel sellers that do not have a physical presence in the City, but that still have a taxable connection with the City; and,

WHEREAS, the goal of adopting this ordinance is to participate in the simplification efforts of all the self-collecting home rule municipalities in Colorado; and

WHEREAS, this ordinance provides a safe harbor to those who transact limited sales within the City; and

WHEREAS, absent such amendment, the continued failure of retailers to voluntarily apply and remit sales tax owed on Remote Sales exposes the municipality to unremitted taxes and permits an inequitable exception that prevents market participants from competing on an even playing field; and

WHEREAS, the City Council adopts this ordinance with the intent to address tax administration, and, in connection with, establish economic nexus for retailers or vendors without physical presence in the State.

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

1. The foregoing Recitals are incorporated and adopted, and in accordance with and pursuant to this Ordinance, the City Council of the City of Grand Junction hereby amends the Grand Junction Municipal Code (“GJMC” or “Code”) Code as follows: (additions to the Code are shown in bold type face and deletions are shown in ~~strikethrough~~-type face)

Section 3.12.020 of the GJMC is amended to provide:

Engaged in Business in the City means performing or providing services or selling, leasing, renting, delivering, or installing tangible personal property, products, or services for storage, use or consumption, within the City. Engaged in Business in the City includes, but is not limited to, any one of the following activities by a person: (1) Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction; (2) Sends one or more employees, agents or commissioned

sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons; (3) Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction; (4) Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction; or (5) retailer or vendor in the state of Colorado that makes more than one delivery into the taxing jurisdiction within a twelve month period; or (6) **Makes retail sales sufficient to meet the definitional requirements of economic nexus as set forth in this chapter.**

2. Section 3.12.020 of the of the GJMC is hereby amended to add and include the following:

Economic Nexus means the connection between the City and a person not having a physical nexus in the State of Colorado, which connection is established when the person or marketplace facilitator makes retail sales into the City, and:

(A) In the previous calendar year, the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in C.R.S. § 39-26-102(3)(c), as amended; or

(B) In the current calendar year, 90 days has passed following the month in which the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in C.R.S. § 39-26-102(3)(c), as amended.

This definition does not apply to any person who is doing business in this state but otherwise applies to any other person.

3. The City Manager or his designee may delay utilizing the enforcement provisions of Chapter 3 of the Code in regards to retailers that only meet the economic nexus definition of engaged in business until adequate simplification measures, as determined by the City Manager in consultation with the Finance Director and City Attorney, are in place so as to not place an undue burden on interstate commerce.

4. Section 3.12.100(b)(1) of the of the GJMC is hereby amended to add the following (shown in relevant part only) to correct a scrivener's error. The remainder of the section is unchanged:

... The credit shall not exceed \$500.00 (five hundred dollars) per month for taxpayers filing monthly; \$1,500 (one thousand five hundred dollars) per month per quarter for taxpayers filing quarterly; and, \$6000 (six thousand dollars) per year for taxpayers filing annually. ...

5. All acts, orders, resolutions, ordinance, or parts thereof in conflict with this Ordinance are hereby repealed only to the extent of such conflict. This provision shall not be construed as reviving any resolution, ordinance, or part therefore heretofore repealed.

65. If any provision of this ordinance, or the application of such provision to any person or circumstance, is held to be unconstitutional, then the remainder of this ordinance, and the application of the provisions of such to any person or circumstance, shall not be affected thereby. If any provision is found to be unconstitutional or illegal, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severed or severable and shall continue in full force and effect.

76. This Ordinance shall become effective and be applied when and after it becomes effective as provided by the City Charter.

INTRODUCED on first reading the 20th day of December 2023 and ordered published in pamphlet form.

ADOPTED on second reading the _____ day of _____ 2024 and ordered published in pamphlet form.

Anna M. Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk

|

DRAFT



Grand Junction City Council

Regular Session

Item #7.a.ii.

Meeting Date: January 3, 2024

Presented By: Greg Caton, City Manager, John Shaver, City Attorney, Jennifer Tomaszewski, Finance Director, Jay Valentine, General Services Director, Jodi Welch, Finance Director Emeritus

Department: City Manager's Office

Submitted By: Jennifer Tomaszewski, Finance Director
Jay Valentine, General Services Director
Jodi Welch, Finance Director Emeritus

Information

SUBJECT:

An Ordinance Regarding the Community Recreation Center Bonds

RECOMMENDATION:

Approve an ordinance for the issuance of \$70,000,000 in General Fund Revenue Bonds and execution of related documents.

EXECUTIVE SUMMARY:

On April 4, 2023, City voters authorized the City to issue debt to finance the construction of a Community Recreation Center (CRC) at Matchett Park. D.A. Davidson is the City's underwriter and, in coordination with staff, has developed a financing and debt issuance plan.

Through the voters' approval, the City has authorization to issue up to \$70,000,000 in debt with total debt service costs not exceeding \$148,500,000. If the market conditions are favorable, it is estimated that bonds will be issued by the end of February 2024.

BACKGROUND OR DETAILED INFORMATION:

On November 16, 2023, City Council adopted the 2022 Grand Junction Community Recreation Center (CRC) Plan. This plan is the blueprint for the CRC that was the basis for the April 4, 2023, ballot proposal to fund the facility. With voter approval, the City has proceeded in earnest to implement the 2022 plan. This involves building on the concept level of the design shown in the 2022 CRC Plan and evolving the current design plan phase to the schematic, which will then lead to design development and,

finally, construction documents that will be used to construct the CRC.

Barker-Rinker-Seacat, partnering with Chamberlin Architects, and a broad team of engineers to design the CRC, was hired in July 2023 to continue the design. The design has evolved based on significant community input, new private partner, and the engagement of FCI Constructors as the Construction Manager and General Contractor.

City Council received updates on the project on September 18, 2023, and recently on December 4, 2023, highlighting the schematic design package and review of cost estimates. Because of the addition of key elements, including additional swim lanes and recreational amenities to the aquatics area, additional fitness area, community space, and therapy partner space, there is an additional 19,000 square feet, and the project cost has increased to \$82,100,000. The additional cost will be funded by a premium on bond issuance, a \$1,000,000 DOLA grant, partner contributions of \$4,000,000, and CRC sales tax and Cannabis tax generated between now and the end of 2024. Council gave direction to proceed with the project as presented, which will now move into design development and construction documents, leading to an anticipated groundbreaking at Matchett Park in mid-2024.

FISCAL IMPACT:

Based on anticipated market conditions at this time, the debt issuance of \$70,000,000 has a term of 30 years, an all-in total interest cost of 4.32 percent, an average annual debt service of \$4,429,650, and total debt service of \$133,012,535. All terms comply with voter authorization and TABOR notice.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No 5193, an ordinance approving the issuance of \$70,000,000 in General Fund Revenue Bonds and the execution of related documents on final passage and order final publication in pamphlet form.

Attachments

- 1. General Fund Revenue Bond Ordinance-Public Hearing January 3, 2024

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL FUND REVENUE BONDS FOR PURPOSES AUTHORIZED AT THE APRIL 2023 ELECTION, PLEDGING CERTAIN REVENUES OF THE CITY FOR THE PAYMENT OF THE BONDS, AND MAKING OTHER PROVISIONS RELATING THERETO.

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

Section 1. Definitions. Terms used in this Ordinance shall have the meanings specified in this section for all purposes of this Ordinance and of any ordinance amendatory hereof, supplemental hereto or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication otherwise requires. All definitions include the singular and plural and include all genders. Certain terms are parenthetically defined elsewhere herein.

Additional Bonds means the one or more series of bonds or other securities or obligations authorized to be issued by the City pursuant to Section 21 or 22 hereof and having a lien on the Pledged Sales and Use Tax Revenues on a parity with the lien thereon of the Bonds and any Outstanding Parity Bonds.

Additional Pledged Revenues has the meaning set forth in Section 21.A hereof.

Bond Account means the account by that name created in Section 18.A hereof.

Bond Purchase Agreement means the Bond Purchase Agreement between the City and the Underwriter.

Bonds means the City's General Fund Revenue Bonds, Series 2024, with such detail as set forth in a Sale Certificate approved by the City Manager or the Finance Director and issued pursuant to this Ordinance.

Business Day means a day on which banks located in the City and in the cities in which the principal offices of each of the Paying Agent and the Registrar are not required or authorized to be closed and on which the New York Stock Exchange is not closed.

Charter means the home rule Charter of the City, including all amendments thereto prior to the date hereof, adopted pursuant to Article XX of the Constitution of the State.

City means the City of Grand Junction, Colorado.

City Council means the City Council of the City or any successor in functions thereto.

Closing Date means the date of delivery of and payment for the Bonds.

Commercial Bank means any depository for public funds permitted by the laws of the State for political subdivisions of the State which is in good standing and has a capital and surplus of \$10,000,000 or more, and which is located within the United States.

Continuing Disclosure Certificate means the undertaking executed by officers of the City simultaneously with the delivery of the Bonds which enables the Underwriter to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission.

C.R.S. means the Colorado Revised Statutes, as amended.

Election means the City's election held on April 4, 2023.

Federal Securities means only non-callable direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged.

Finance Director means the Finance Director of the City.

Fiscal Year means the twelve-months commencing on the first day of January of any calendar year and ending on the thirty-first day of December of such calendar year or such other twelve month period as may from time to time be designated by the City Council as the Fiscal Year of the City.

General Fund means the General Fund of the City.

Maximum Annual Debt Service Requirement means the maximum amount of all required payments of principal of and interest the Bonds, any Outstanding 2020 Bonds, and any proposed Additional Bonds which will become due in any Fiscal Year.

Official Statement means the Official Statement delivered in connection with the original issuance and sale of the Bonds in substantially the form of the Preliminary Official Statement.

Ordinance means this Ordinance of the City, which provides for the issuance and delivery of the Bonds.

Outstanding means, as of any date of calculation, all Bonds theretofore executed, issued, and delivered by the City except:

(i) Any Bonds, Parity Bonds, or other security theretofore cancelled by the City, Registrar or Paying Agent, or surrendered to the City, Registrar or Paying Agent for cancellation;

(ii) Any Bonds, Parity Bonds, or other security in lieu of or in substitution for which other Bonds shall have been executed, issued, and delivered by the City and authenticated by the Registrar unless proof satisfactory to the Registrar is presented that any such Bonds are duly held by the lawful Registered Owners thereof; or

(iii) Any Bonds, Parity Bonds, or other security deemed to have been paid as provided in Section 24 hereof or any similar provision of an ordinance authorizing the issuance of Additional Bonds.

For purposes of this definition, the terms Registrar and Paying Agent shall include a registrar or paying agent for any Parity Bonds or Additional Bonds.

Owner or Registered Owner means the Registered Owner of any Bond as shown on the registration books kept by the Registrar, and, where the context so requires, the Registered Owner of any Additional Bond as shown on the registration books kept by the registrar for such bonds.

Paying Agent means Zions Bancorporation, National Association, being the agent for the City for the payment of the Bonds and interest thereon, or its successors and assigns.

Parity Bonds means the 2020 Bonds and any bonds, securities, or other obligations hereafter issued payable from all or a portion of the Pledged Revenues and having a lien on the 2.75% Sales and Use Tax Revenues which is equal to or on a parity with the Bonds.

Parity Bond Ordinance means Ordinance No. 4902 adopted by the City Council of the City on February 5, 2020, authorizing the issuance of the 2020 Bonds.

Permitted Investment means any investment or deposit permitted by the Charter and ordinances of the City.

Person means any individual, firm, partnership, corporation, company, association, joint-stock association, or body politic; and the term includes any trustee, receiver, assignee or other similar representative thereof.

Pledged Revenues means:

- (i) the revenues derived from the Pledged Sales and Use Tax;
- (ii) all other additional monies deposited into the City's General Fund which are not by law, by contract, or otherwise restricted or required to be used for another purpose and are legally available for payment of the principal of and interest on the Bonds, provided however, that the Pledged Revenues shall not include monies deposited to the General Fund which are the proceeds of any increase in any existing tax and/or any new tax, unless such pledge is expressly authorized by the City's electors at an election called for such purpose;
- (iii) any additional funds or revenues which the City hereafter pledges to the payment of the Bonds;
- (iv) proceeds of the Bonds or other legally available moneys deposited into and held in the Bond Account; and
- (v) interest or investment income on the Bond Account;

all to the extent that such moneys are at any time required by Section 18 hereof to be deposited into and held in the Bond Account.

Pledged Sales and Use Tax means the proceeds of the Sales and Use Tax.

"Pledged Sales and Use Tax" does not include:

- (i) amounts withheld by retailers and vendors to cover their expenses in collecting and remitting the Pledged Sales and Use Tax
- (ii) amounts collected by the City and subsequently determined, pursuant to the applicable Sales and Use Tax Ordinances, to be subject to valid claims for refunds;
- (iii) the proceeds of any increase in the Sales and Use Tax which may be approved in the future, unless such increase is expressly pledged by the City;
- (iv) the proceeds derived by the City from any legally available tax or taxes or fees (other than a general ad valorem tax) which replace or supersede the

Pledged Sales and Use Tax, regardless of whether such tax or taxes or fees are imposed by the City or the State or other political subdivision thereof;

(v) incremental sales taxes which are pledged to the payment of obligations issued pursuant to an urban renewal plan as defined in Section 31-25-103(9), C.R.S., a plan of development as defined in Section 31-25-802(6.4), C.R.S., or a value capture plan as defined in Section 43-4-508, C.R.S.; and

(vi) any amounts payable by the City under any sales tax sharing agreements made in connection with the imposition of public improvement fees.

Pledged Sales and Use Tax Revenues means revenues derived from the Pledged Sales and Use Tax.

Preliminary Official Statement means the Preliminary Official Statement with respect to the Bonds issued pursuant to this Ordinance, with such revisions as are hereafter approved by the City Manager or the Finance Director.

President means the President of the City Council of the City.

Principal Office means the principal office of the Registrar or Paying Agent, as the case may be, as designated in writing by the City.

Project means the construction of the projects and improvements as authorized by the voters of the City at the Election.

Rebate Account means the account by that name created in Section 18.C hereof.

Registrar means Zions Bancorporation, National Association, Denver, Colorado, being the agent for the City for the registration, transfer and exchange of the Bonds, or its successors.

Registrar Agreement means the Registrar Agreement between the City and the Registrar, dated the Closing Date.

Regular Record Date means the fifteenth day of the calendar month next preceding each interest payment date for the Bonds (other than a special interest payment date hereafter fixed for the payment of defaulted interest).

Sale Certificate means the sale certificate of the City relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 5 hereto.

Sales and Use Tax means the 2.75% tax upon the sale and use of goods and services which is being levied by the City pursuant to the Sales and Use Tax Ordinances and any future or amended tax levied by the City as a sales and use tax and pledged by the City Council to the payment of the Bonds and for purposes hereof does not include the .50% Sales and Use Tax imposed for public safety purposes effective 1/1/2020 or the .14% Sales and Use Tax imposed for community recreation center purposes effective 7/1/2023 and approved at the Election.

Sales and Use Tax Ordinances means the ordinances adopted by the City Council of the City for the purpose of adopting and enforcing the Sales and Use Tax and which are in effect on the date of this Ordinance and as amended by this Ordinance or as later amended or supplemented.

Special Record Date means a special date fixed to determine the names and addresses of Registered Owners for purposes of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 6 hereof.

State means the State of Colorado.

Supplemental Public Securities Act means Title 11, Article 57, Part 2, of the C.R.S.

Tax Code means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

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

Trust Bank means a Commercial Bank which is authorized to exercise and is exercising trust powers.

Underwriter means D.A. Davidson & Co.

2020 Bonds means the 2020A Bonds and the 2020B Bonds.

2020A Bonds means the City of Grand Junction, Colorado, General Fund Revenue Bonds, Taxable Refunding Bonds, Series 2020A, originally issued in the aggregate principal amount of \$14,740,000

2020B Bonds means the City of Grand Junction, Colorado, General Fund Revenue Bonds, Tax-Exempt Improvement Bonds, Series 2020B, originally issued in the aggregate principal amount of \$42,680,000.

.14% Sales and Use Tax means the sales tax imposed for community recreation center purposes effective 7/1/2023, approved at the Election and not included in the Pledged Sales and Use Tax for the Bonds.

.50% Sales and Use Tax means the sales tax imposed for public safety purposes effective 1/1/2020 and not included in the Pledged Sales and Use Tax for the Bonds.

Section 2. Recitals.

A. The City is a municipal corporation duly organized and existing under the Charter.

B. Article XI, Section 6 of the Colorado Constitution provides that no political subdivision of the state shall contract any general obligation debt by loan in any form, whether individually or by contract pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution except by adoption of a legislative measure which shall be irrevocable until the indebtedness therein provided for shall have been fully paid or discharged, specifying the purposes to which the funds to be raised shall be applied and providing for the levy of a tax which together with such other revenue, assets, or funds as may be pledged shall be sufficient to pay the interest and principal of such debt. Except as may be otherwise provided by the charter of a home rule city and county, city, or town for debt incurred by such city and county, city, or town, no such debt shall be created unless the question of incurring the same be submitted to and approved by a majority of the qualified taxpaying electors voting thereon, as the term “qualified taxpaying elector” shall be defined by statute.

C. Article X, Section 20 of the Colorado Constitution (“TABOR”) requires voter approval in advance for the creation of any multiple fiscal year direct or indirect debt or other financial obligation.

D. The City has previously issued the Parity Bonds.

E. The City, pursuant to the Parity Bond Ordinance, has heretofore pledged the proceeds from the imposition of the Sales and Use Tax to the payment of the Parity Bonds.

F. Subject to certain conditions specified in the Parity Bond Ordinance, the City is authorized to issue parity indebtedness payable out of and which has a lien on the Sales and Use Tax.

G. At the Election, the City’s electors approved the following question:

SHALL CITY OF GRAND JUNCTION TAXES BE INCREASED \$2,300,000 IN 2023 (BEGINNING IN JULY 2023) AND \$4,600,000 IN 2024 (THE FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS AS ARE GENERATED ANNUALLY THEREAFTER UNTIL DECEMBER 31, 2054 BY INCREASING THE CITY'S SALES AND USE TAX RATE FROM 3.25% TO 3.39% BEGINNING JULY 1, 2023 FOR THE PURPOSE OF GENERATING REVENUE TO FINANCE THE COSTS OF DEBT SERVICE, CONSTRUCTION, EQUIPPING, AND FURNISHING, AND IF AVAILABLE, OPERATING AND MAINTAINING, AN INDOOR COMMUNITY RECREATION CENTER (CRC) AT MATCHETT PARK WHICH AS DESCRIBED IN THE ADOPTED 2022 CRC PLAN IS PROJECTED TO PROVIDE AND MAY INCLUDE BUT NOT NECESSARILY BE LIMITED TO A MULTIGENERATIONAL AQUATIC CENTER WITH A WARM WATER LEISURE POOL CONSISTING OF A LAZY RIVER, ZERO DEPTH ENTRY, WATER PLAYGROUND AND SLIDES, A COOL WATER LAP POOL, AND A WARM WATER THERAPY POOL, A MULTI-SPORT GYMNASIUM, AN INDOOR WALK/JOG TRACK, A FITNESS AND WEIGHTS AREA, MULTIPURPOSE MEETING ROOMS, AND OTHER COMMUNITY GATHERING AND RECREATION SPACES, AND SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED \$70,000,000 WITH A REPAYMENT COST OF \$148,500,000 TO PROVIDE FINANCING FOR THE COSTS OF CONSTRUCTION OF THE COMMUNITY RECREATION CENTER (CRC) WITH THE DEBT BEING PAYABLE FROM THE TAX INCREASE OR ANY OTHER GENERAL REVENUE OF THE CITY, PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT, INCLUDING A PROVISION FOR EARLY REPAYMENT WITH OR WITHOUT A PREMIUM, AND THE PRICE AT WHICH IT WILL BE SOLD BEING DETERMINED BY THE CITY AS NECESSARY AND PRUDENT WITH THE CITY BEING AUTHORIZED TO IMPOSE, COLLECT, RETAIN AND SPEND SUCH REVENUES AND ANY INVESTMENT EARNINGS AND INTEREST ON SUCH REVENUES, AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION?

H. Pursuant paragraph (4) of TABOR, bonds may not be sold on terms which exceed their share of the maximum repayment costs described in the ballot question or in the notice sent to voters.

I. The notice delivered to voters at the Election (the "Election Notice") as required by TABOR limits the issuance of bonds authorized at the Election as follows:

Principal Amount of Proposed Bonds:	Not to exceed \$ 70,000,000
Maximum Annual City Repayment Cost	Not to exceed \$ 4,950,000
Total City Repayment Cost:	Not to exceed \$148,500,000

J. The City has not previously issued any debt pursuant to the Election authorization.

K. The City Council hereby determines that the City should issue not more than \$70,000,000 of the authorization for the Project as authorized by the voters of the City at the Election.

L. The City Council has determined that the Bonds shall be payable from and constitute an irrevocable first lien, but not necessarily an exclusive first lien, on the Sales and Use Tax on a parity with the Parity Bonds.

M. The City desires to delegate to the President of the City Council (“President”), the City Manager or the Finance Director the independent ability to authorize the issuance of the Bonds of the City for the purpose of effecting the Project, subject to the parameters set forth in this Ordinance.

N. The City imposes a Sales and Use Tax pursuant to the Charter and the Sales and Use Tax Ordinances.

O. Except for the Parity Bonds, the City has not pledged the Sales and Use Tax to the payment of any bonds or for any purpose.

P. The City Council has determined, and does hereby determine, that it is necessary and for the best interest of the City that the Bonds now be authorized to be issued and delivered, and the City Council hereby determines to use the proceeds of the Bonds authorized by this Ordinance to effect the Project.

Q. The City Council desires to cause the Bonds to be issued pursuant to its powers as a home rule City under the Charter, to authorize and direct the application of the proceeds thereof as set forth herein, and to provide security for the payment thereof, all in the manner hereinafter set forth.

R. There have been filed with the City Clerk the proposed forms of the following documents, with such changes as hereinafter approved by the City Manager or the Finance Director: the Bond Purchase Agreement, the Continuing Disclosure Certificate, the Registrar Agreement, and the Preliminary Official Statement.

Section 3. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council and the other officers of the City directed toward (i) the imposition and collection of the Sales and Use Tax, (ii) the effecting of the Project, or either

or both, and (iii) the selling and issuing of the Bonds for such purposes be, and the same is hereby ratified, approved and confirmed.

Section 4. Authority for Ordinance; Authorization of the Bonds.

A. This Ordinance is adopted by virtue of the City's powers as a home rule city reorganized and operating pursuant to Article XX of the Colorado Constitution and the Charter thereunder and pursuant to their provisions. Pursuant to Article XX of the Colorado Constitution and the Charter, all statutes of the State which might otherwise apply in connection with the Project, or the Bonds are hereby superseded, other than the Supplemental Public Securities Act.

B. In accordance with the Constitution and laws of the State and the provisions of this Ordinance, and for the purpose of defraying the cost of the Project, the City hereby authorizes to be issued general fund revenue bonds, as set forth in a Sale Certificate, in the aggregate principal amount provided in such Sale Certificate, subject to the parameters and restrictions contained in this Ordinance.

Section 5. Election to Apply Supplemental Public Securities Act to the Bonds.

Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, the City Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to such election and Section 11-57-205 of the Supplemental Public Securities Act, the City Council hereby delegates to the City Manager or the Finance Director the power to make the following determinations with respect to the Bonds and the Project, without any requirement that the City Council approve such determinations, subject to the parameters and restrictions contained in this Ordinance:

A. Principal Amount. The principal amount of the Bonds shall not exceed \$70,000,000.

B. Repayment Amounts. The maximum annual and maximum total repayment cost of the Bonds shall not exceed \$4,950,000 and \$148,500,000 respectively.

C. Interest Rate. The net effective interest rate on the Bonds shall not exceed 6.00%.

D. Maturity Schedule. The Bonds shall mature not be later than December 31, 2056.

E. Optional Redemption Provisions. The Bonds shall be subject to redemption prior to maturity at the option of the City at such time or times as permitted by State law and as set forth in the Sale Certificate, at a redemption price not to exceed 101%.

F. Purchase Price. The price at which the Bonds will be sold to the Underwriter shall not be less than 95% of the principal amount of the Bonds.

Such determinations shall be evidenced by the Sale Certificate signed by the City Manager or the Finance Director and dated and delivered as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance.

Either of the City Manager or the Finance Director is hereby authorized to determine if obtaining municipal bond insurance with respect to the Bonds is in the best interests of the City, and if so, to select a bond insurer to issue a municipal bond insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment.

Approval of this Ordinance grants continuing authority to the City Manager or the Finance Director to approve the issuance of the Bonds for one year from the date hereof without further action by the City Council subject to the parameters set forth herein.

Section 6. Bond Details. The Bonds shall be numbered consecutively as determined by the Registrar. The Bonds shall be designated as “City of Grand Junction, Colorado, General Fund Revenue Bonds, Series 2024.”

The Bonds shall be issued in fully registered form (*i.e.*, registered as to both principal and interest) initially registered in the name of Cede & Co. as nominee for The Depository Trust Company, and shall be issued in the denomination of \$5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date, and no individual Bond will be issued for more than one maturity). The Bonds shall be numbered in such manner as the Registrar may determine. The Bonds shall be dated as of the date the Bonds are delivered to the Underwriter for value, and shall bear interest from their dated date until maturity at the rates per annum set forth in the Sale Certificate, payable semiannually on March 1 and September 1 in each year, commencing on the date set forth in the Sale Certificate, except that any Bond which is reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to

which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on the dates and in the amounts set forth in the Sale Certificate.

The principal of any Bond shall be payable to the Registered Owner thereof as shown on the registration records kept by the Registrar, upon maturity thereof and upon presentation and surrender at the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the same interest rate borne by said Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the Registered Owner thereof at the address shown on the registration records kept by the Registrar at the close of business on the Regular Record Date for such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Registered Owner thereof at the close of business on the Regular Record Date and shall be payable to the Person who is the Registered Owner of the applicable Bond at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of the defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest. Notice of the Special Record Date and the date fixed for payment of the defaulted interest shall be given to the Registered Owners of the Bonds not less than ten days prior to the Special Record Date by first-class mail to each such Registered Owner as shown on the Registrar's registration records on a date selected by the Registrar, 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 between the Owner of such Bond and the Paying Agent (provided, however, that the City shall not be required to make funds available to the Paying Agent prior to the interest payment dates stated in this Section). All such payments shall be made in lawful money of the United States of America without deduction for the services of the Paying Agent or Registrar.

Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that they are issued pursuant to certain provisions of the Supplemental

Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 7. Prior Redemption.

A. The Bonds may be subject to redemption prior to maturity at the option of the City as provided in a Sale Certificate.

B. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Registrar shall proceed to call the Term Bonds (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next March 1, and give notice of such call without other instruction or notice from the City.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund redemption date, the City may (a) deliver to the Registrar for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Registrar at the principal amount thereof on the obligation of the City on such sinking fund redemption date and the principal amount of Term Bonds to be redeemed by operation of such sinking fund on such date will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund redemption date furnish the Registrar with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the preceding sentence are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Registrar's duty to give notice of sinking fund redemption as provided in this paragraph B.

C. 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,

without charge to the Owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

D. Notice of optional or mandatory sinking fund redemption by the City shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class, postage prepaid mail, not more than 60 days and not less than 30 days prior to the redemption date to the Underwriter and to each Registered Owner of any Bond all or a portion of which is called for redemption at his address as it last appears on the registration books kept by the Registrar. Failure to give such notice by mailing to the Registered Owner of any Bond or to the Underwriter, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds.

All official notices of redemption shall be dated and shall state:

- (i) CUSIP numbers of Bonds to be redeemed;
- (ii) the redemption date;
- (iii) the redemption price;
- (iv) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds (and, in the case of partial redemption, the respective principal amounts and interest rate) to be redeemed;
- (v) 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
- (vi) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office or such other office as shall be designated by the Paying Agent.

Prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity and interest rate in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Paying Agent in order to comply with the requirements of any registered securities depository holding the Bonds, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Notwithstanding the provisions of this section, 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 owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Section 8. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 9. Special Obligations. All of the Bonds, together with the interest accruing thereon, shall be payable and collectible solely out of the Pledged Revenues, which Pledged Revenues are hereby so pledged; the Owner or Owners of the Bonds may look only to the designated special accounts herein pledged for the payment of the principal of and interest on the Bonds. The Bonds shall be payable out of and shall constitute an irrevocable first lien, but not necessarily an exclusive such lien, on the Pledged Revenues on a parity with the Parity Bonds and

on moneys on deposit or credited to the Bond Fund. The full faith and credit of the City is not pledged to the payment of the Bonds; they shall constitute special, limited obligations of the City. The City has no obligation to increase any City taxes for the purpose of paying the principal of and interest on the Bonds.

Section 10. No Pledge of Property. The payment of the Bonds is not secured by an encumbrance, mortgage, or other pledge of property of the City, except for the Pledged Revenues and other funds and accounts pledged for the payment of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

Section 11. No Recourse Against Officers and Agents. No civil recourse shall be available for the payment of the principal of and interest on the Bonds or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the City Council or any officer or agent of the City who acts in good faith, either directly or indirectly through the City Council, or the City, 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 Bonds specifically waives any such recourse.

Section 12. Form of Bonds and Registration Panel. The Bonds and the registration panel shall be substantially as follows (provided that any portion of the Bond text may, with appropriate references, be printed on the back of the Bonds), with such omissions, insertions, endorsements, and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

This bond bears interest, matures, is payable, and is transferable as provided in the Bond Ordinance.

[INSERT REDEMPTION PROVISIONS].

The principal of this bond is payable upon presentation and surrender hereof at the Principal Office. Interest on this bond will be paid on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), by check or draft mailed to the person in whose name this bond is registered in the registration records of the City maintained by the Registrar at its Principal Office and at the address appearing thereon at the close of business on the Record Date.

Reference is made to the Bond Ordinance for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds, the receipt and disposition of the Pledged Revenues, the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged to the Bonds, the terms and conditions under which additional obligations payable from the Pledged Revenues or Additional Bonds payable from the Pledged Sales and Use Tax Revenues may be issued, the rights, duties and obligations of the City and the Registrar and Paying Agent, the rights of the Owners of the Bonds, the events of default and remedies, the circumstances under which any Bond is no longer Outstanding, the ability to amend the Bond Ordinance; and by the acceptance of this bond the Owner hereof assents to all provisions of the Bond Ordinance. The principal of and the interest on this bond shall be paid, and this bond is transferable, free from and without regard to any equities between the City and the original or any intermediate Owner hereof or any setoffs or crossclaims.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, THE CHARTER OF THE CITY, AND PURSUANT TO THE BOND ORDINANCE. THE FULL FAITH AND CREDIT OF THE CITY IS NOT PLEDGED TO THE PAYMENT OF THE BONDS, AND THEY CONSTITUTE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, SECURED ONLY BY THE PLEDGED REVENUES. THE CITY HAS NO OBLIGATION TO INCREASE ANY CITY TAXES FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS. NEITHER THE MEMBERS OF THE CITY NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this bond; that it is issued pursuant to and in strict conformity with the Constitution and laws of the State, with the Charter of the City, and with the Bond Ordinance; and that this bond does not contravene any Constitutional, statutory or Charter limitation.

It is also certified, recited, and warranted that the Bonds are issued under the authority of the Bond Ordinance and the Supplemental Public Securities Act. It is the intention of the City, as expressed in the Bond Ordinance, that this recital shall conclusively impart full compliance with all of the provisions of the Bond Ordinance and shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value and that all of the Bonds issued are incontestable for any cause whatsoever after their delivery for value.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Registrar shall have duly executed the certificate of authentication hereon.

IN WITNESS WHEREOF, the City Council of the City of Grand Junction has caused this bond to be signed and executed in its name and upon its behalf with a manual or facsimile signature of the President of the City Council, and to be signed, executed and attested with a manual or facsimile signature of the City Clerk, and has caused a manual or facsimile impression of the seal of the City affixed hereon, all as of the date specified above.

(Manual or Facsimile Signature)
President of the City Council

(MANUAL OR FACSIMILE SEAL)

Attest:

(Manual or Facsimile Signature)
City Clerk

(Form of Registrar's Certificate of Authentication)

This is one of the Bonds described in the within-mentioned Bond Ordinance, and this bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION
as Registrar

Date of Authentication
and Registration:

By: _____
Authorized Officer or Employee

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

(Form of Prepayment Panel)

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

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of the Depository</u>

(End of Form of Prepayment Panel)

(Form of Assignment)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records of the Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Address of transferee:

Social Security or other tax
identification number of transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment)

(End of Form of Bond)

Section 13. Negotiability. The Owner or Owners of the Bonds shall possess all rights enjoyed by the holders of investment securities under the provisions of the Uniform Commercial Code-Investment Securities. The principal of and interest on the Bonds shall be paid, and the Bonds shall be transferable, free from and without regard to any equities between the City and the original or any intermediate Owner of any Bonds or any setoffs or crossclaims.

Section 14. Execution and Authentication of the Bonds. The Bonds shall be executed in the name and on behalf of the City by the manual or facsimile signature of the President of the City Council, shall be sealed with the corporate seal of the City or a facsimile thereof thereunto affixed, imprinted, engraved, or otherwise reproduced, and shall be attested by the manual or facsimile signature of the City Clerk. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the City by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The President of the City Council and the Clerk 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 on any of the Bonds. Before the execution of any Bond, the President of the City Council and the Clerk shall each file with the Secretary of State of the State his or her manual signature certified by him or her under oath.

The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds hereinbefore provided. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Registrar and such certificate of the Registrar upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by the Registrar if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds. By authenticating any of the Bonds initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to the provisions of this Ordinance.

Section 15. Registration, Transfer and Exchange.

A. The Bonds shall be registered in the name of “Cede & Co.” as nominee for DTC. Subject to the provisions hereof, books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his 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 and of the same maturity and interest rate, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Principal Office for an equal aggregate principal amount of Bonds of the same maturity and interest rate of other authorized denominations. The Registrar shall authenticate and deliver a Bond or Bonds which the Registered Owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. The Registrar may impose reasonable charges in connection with such exchanges and transfers of Bonds, which charges (as well as any tax or other governmental charge required to be paid with respect to such exchange or transfer) shall be paid by the Registered Owner requesting such exchange or transfer.

B. The Person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute Owner thereof for the purpose of making payment thereof and for all other purposes; except as may be otherwise provided in Section 6 hereof with respect to payment of interest; and, subject to such exception, payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. 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.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it and the City may reasonably require, authenticate, and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed, or mutilated Bond shall have matured or is

about to become due and payable, the Registrar may direct the Paying Agent to pay such Bond in lieu of replacement.

D. The officers of the City are authorized to deliver to the Registrar fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the City.

Section 16. Book Entry.

A. Notwithstanding any contrary provision of this Ordinance, the Bonds sold to the public initially shall be evidenced by one Bond for each maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds and of such maturity and interest rate. Any Bonds sold to the public may not thereafter be transferred or exchanged except:

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

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this paragraph A, or a determination by the City Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the City Council of another depository institution acceptable to the City Council and to the depository then holding the Bonds, which new depository institution must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S., and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor new depository; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this paragraph A, or

a determination of the City Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the City Council, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

B. With respect to any Bond sold to the public, in the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of paragraph A hereof or designation of a new depository pursuant to clause (2) of paragraph A hereof, upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity and bearing the same rate of interest of the Bonds then Outstanding 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 clause (3) of paragraph A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 15 hereof, registered in the names of such Persons, and in such authorized denominations as are requested in such written transfer instructions; however, the Bond 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.

C. The City Council, the Registrar and the Paying Agent shall be entitled to treat the Registered Owner of any Bond as the absolute Owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the City Council, the Registrar and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph A hereof.

D. The City Council, the Registrar and the Paying Agent shall endeavor to cooperate with The Depository Trust Company, or any successor or new depository named pursuant to clause (1) or (2) of paragraph (A) hereof in effectuating payment of the principal

amount of the Bonds upon maturity by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

Section 17. Delivery of Bonds and Disposition of Proceeds. When the Bonds have been duly executed by appropriate City officers and authenticated by the Registrar, the City shall cause the Bonds to be delivered to the Underwriter on receipt of the agreed purchase price. The Bonds shall be delivered in such denominations as the Underwriter shall direct (but subject to the provisions of Sections 15 and 16 hereof); and the Registrar shall initially register the Bonds in such name or names as the Underwriter shall direct.

The proceeds of the Bonds, including the accrued interest thereon, if any, shall be deposited promptly by the City and shall be accounted for in the following manner and are hereby pledged therefor, but the Underwriter of the Bonds or any subsequent Owner in no manner shall be responsible for the application or disposal by the City or any of its officers of any of the funds derived from the sale:

A. A portion of the proceeds of the Bonds shall be applied by the City to effect the Project.

B. The balance of the proceeds shall be applied by the City solely for the payment of all issuance expenses or, after adequate provision therefor is made, any unexpended proceeds shall be deposited into the Bond Account.

Section 18. Use of Pledged Revenues. So long as any Bonds shall be Outstanding, either as to principal or interest, the Pledged Revenues shall, upon receipt by the City, be applied as follows:

A. Bond Account. First, there shall be credited from the Pledged Revenues to a special account of the City previously created and continued herein known as the “City of Grand Junction Revenue Bond, Bond Account” the following amounts, provided however, that upon the issuance of Additional Bonds, the Pledged Sales and Use Tax Revenues pledged to the payment of each respective series of Bonds and any Outstanding Parity Bonds shall be credited concurrently:

(1) Interest Payments. Monthly, commencing on the first day of the first month following the date of delivery of any of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of

any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding and the Parity Bonds.

(2) Principal Payments. Monthly, commencing on the first day of the first month following the date of delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Bonds and the Parity Bonds coming due at maturity.

If prior to any interest payment date or principal payment date there has been accumulated in the Bond Account the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraph (1) or (2) (whichever is applicable) of this paragraph, may be appropriately reduced; but the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date. The moneys in the Bond Account shall be used only to pay the principal of and interest on the Bonds, the Parity Bonds, and any Additional Bonds as the same become due.

B. Termination of Deposits upon Maturity. No payment need be made into the Bond Account if the amount therein totals a sum at least equal to the entire amount of the Outstanding Bonds, the Parity Bonds, and any Additional Bonds, both as to principal and interest to their respective maturities, and both accrued and unaccrued requirements, in which case moneys in the Bond Account in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue, and any moneys in excess thereof in the Bond Account may be used as provided in Paragraphs D and E of this Section.

C. Rebate Account. Third, there shall be deposited in an account of the “City of Grand Junction General Fund Revenue Bonds, Rebate Account”, which account is hereby created, amounts required by Section 148(f) of the Tax Code to be held until such time as any required rebate payment is made. Amounts in the Rebate Account shall be used for the purpose

of making the payments to the United States required by Section 148(f) of the Tax Code. Any amounts in excess of those required to be on deposit therein by Section 148(f) of the Tax Code shall be withdrawn therefrom and deposited into the Bond Account. Funds in the Rebate Account shall not be subject to the lien created by this Ordinance to the extent such amounts are required to be paid to the United States Treasury.

D. Payment for Subordinate Obligations. After the payments required by Paragraphs A and C of this Section, the Pledged Revenues may be used by the City for the payment of interest on and principal of any obligations secured by Pledged Revenues subordinate to the lien of the Bonds, the Parity Bonds and any Additional Bonds hereafter authorized to be issued, including reasonable reserves therefor.

E. Use of Remaining Revenues. After making the payments required to be made by this Section, any remaining Pledged Revenues may be used for any lawful purpose.

Nothing in this Ordinance shall prevent the City from making refunds of amounts collected by the City and subsequently determined, pursuant to the applicable Sales and Use Tax Ordinances, to be subject to valid claims for refunds.

Section 19. General Administration of Accounts. The accounts designated in Section 18 hereof shall be administered as follows, subject to the limitations stated in Section 23.J. hereof:

A. Budget and Appropriation of Accounts. The sums provided to make the payments specified in Section 18 hereof are hereby appropriated for said purposes and said amounts for each year shall be included in the annual budget and the appropriation ordinance or measures to be adopted or passed by the City Council in each year respectively while any of the Bonds, either as to principal or interest, are Outstanding and unpaid. No provision of any constitution, statute, charter, ordinance, resolution, or other order or measure enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to keep and perform the covenants contained in this Ordinance so long as any of the Bonds remain Outstanding and unpaid. Nothing herein shall prohibit the City Council, at its sole option, from appropriating and applying other funds of the City legally available for such purpose to the Bond Account for the purpose of providing for the payment of the principal of and interest on the Bonds.

B. Places and Times of Deposits. Each of the special accounts created in Section 18 hereof shall be maintained as a book account kept separate and apart from all other accounts or funds of the City as trust accounts solely for the purposes herein designated therefor. For purposes of investment of moneys, nothing herein prevents the commingling of moneys accounted for in any two or more such book accounts pertaining to the Pledged Revenues or to such accounts and any other funds of the City to be established under this Ordinance. Moneys in any such book account shall be continuously secured to the fullest extent required by the laws of the State for the securing of public accounts. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall be a Saturday, a Sunday, or a legal holiday, then such payment shall be made on or before the next preceding business day.

C. Investment of Accounts. Any moneys in any account established by Section 18 of this Ordinance may be invested or reinvested in any Permitted Investment. Securities or obligations purchased as such an investment shall either be subject to redemption at any time at face value by the holder thereof at the option of such holder or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the account in question. Securities or obligations so purchased as an investment of moneys in any such account shall be deemed at all times to be a part of the applicable account. The City shall present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given account whenever it shall be necessary to do so in order to provide moneys to meet any required payment or transfer from such account. The City shall have no obligation to make any investment or reinvestment hereunder, unless any moneys on hand and accounted for in any one account exceed \$5,000 and at least \$5,000 therein will not be needed for a period of not less than 60 days. In such event the City shall invest or reinvest not less than substantially all of the amount which will not be needed during such 60 day period, except for any moneys on deposit in an interest bearing account in a Commercial Bank, without regard to whether such moneys are evidenced by a certificate of deposit or otherwise, pursuant to this Section 19.C. and Section 19.E. hereof; but the City is not required to invest, or so to invest in such a manner, any moneys accounted for hereunder if any such investment would contravene the covenant concerning arbitrage in Section 23.J. hereof.

D. No Liability for Losses Incurred in Performing Terms of Ordinance.

Neither the City nor any officer of the City shall be liable or responsible for any loss resulting from any investment or reinvestment made in accordance with this Ordinance.

E. Character of Funds. The moneys in any fund or account herein authorized

shall consist of lawful money of the United States or investments permitted by Section 20.C. hereof or both such money and such investments. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit of a Commercial Bank pursuant to Section 19.C. hereof, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 20. Pledge Securing the Bonds. The Pledged Revenues and any moneys

and securities paid or to be paid to or held or to be held in the Bond Account designated in Section 18 hereof are hereby pledged to secure the payment of the principal of and interest on the Bonds, subject only to moneys and securities held in the Rebate Account, to the extent such amounts are required to be paid to the United States. The pledge of the Pledged Sales and Use Tax Revenues (as part of the Pledged Revenues) to secure the payment of the principal of and interest on the Bonds is on a parity with the pledge of the Pledged Sales and Use Tax Revenues for and lien thereon of the Parity Bonds, and any Additional Bonds hereafter issued, as provided herein. This pledge of the Pledged Revenues shall be valid and binding from and after the date of the delivery of the Bonds, and the Pledged Revenues received by the City and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge of the Pledged Revenues shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof. The lien of this pledge on the Pledged Revenues and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the City, except with respect to any parity lien on the Pledged Sales and Use Tax Revenues on the Parity Bonds, and any Additional Bonds hereafter authorized, as provided herein.

Section 21. Additional Bonds.

A. Limitations Upon Issuance of Additional Bonds. Nothing in this Ordinance

shall prevent the issuance by the City of additional bonds or other obligations payable from and

constituting a lien upon the Pledged Sales and Use Tax Revenues on a parity with the lien thereon of the Bonds and the Parity Bonds. Such Additional Bonds may be payable solely from Pledged Sales and Use Tax Revenues or they may be payable from Additional Pledged Revenues. Regardless of whether payable solely from Pledged Sales and Use Tax Revenues or from Pledged Sales and Use Tax Revenues and Additional Pledged Revenues, such bonds or other obligations may be issued only if for the Fiscal Year immediately preceding the issuance of any Additional Bonds, the amount of Pledged Sales and Use Tax Revenues in such Fiscal Year equaled or exceeded 175% of the Maximum Annual Debt Service Requirement on the Outstanding Bonds, Outstanding Parity Bonds, and the Additional Bonds proposed to be issued. For the purpose of satisfying the aforementioned 175% test, any sales and use tax, now existing or hereafter imposed, which legally becomes a part of the Pledged Sales and Use Tax Revenues during the Fiscal Year preceding the issuance of Additional Bonds, or any tax which is to legally become a part of the Pledged Sales and Use Tax Revenues immediately prior to the issuance of Additional Bonds, or any increase in the rate of any tax which is a part of the Pledged Sales and Use Tax Revenues which increase is imposed during the Fiscal Year preceding the issuance of Additional Bonds or any such increase which is to be imposed immediately prior to the issuance of Additional Bonds can be considered for its estimated effect on the amount of the Pledged Sales and Use Tax Revenues as if such tax or increase had been in effect for the Fiscal Year immediately preceding the issuance of such Additional Bonds. Any tax which is no longer in effect at the time of issuance of the Additional Bonds shall not be considered for purposes of satisfying such tests.

B. Certificate of Revenues. A written certification by an officer or employee of the City that the requirements of Paragraph A of this section have been met shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver said Additional Bonds with a pledge of the Pledged Sales and Use Tax Revenues on a parity with the pledge thereof to the Bonds herein authorized and the Outstanding Parity Bonds.

C. Superior Pledged Sales and Use Tax Revenue Obligations Prohibited. Nothing in this Ordinance shall be construed so as to permit the City to hereafter issue obligations payable from the Pledged Sales and Use Tax Revenues having a lien thereon prior or superior to the Bonds or the Parity Bonds.

D. Subordinate Pledged Sales and Use Tax Revenue Obligations Permitted.

Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional obligations payable from and constituting a lien upon the Pledged Sales and Use Tax Revenues subordinate or junior to the lien of the Bonds and the Parity Bonds.

E. Superior, Parity, and Subordinate Revenue Obligations Permitted.

Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of additional obligations payable from and constituting a lien upon any of the Pledged Revenues specifically excluding therefrom the Pledged Sales and Use Tax Revenues, superior to, on a parity with, or subordinate or junior to the lien thereon of the Bonds or the Parity Bonds.

Section 22. Refunding Obligations.

A. Generally.

If at any time after the Bonds, or any part thereof, shall have been issued and remain Outstanding, the City shall find it desirable to refund any Outstanding Bonds, or any part thereof, such Bonds, or any part thereof, may be refunded, subject to the provisions of Paragraph B of this Section, if (1) the Bonds to be refunded, at the time of their required surrender for payment, shall then mature, or (2) the Owners of the Bonds to be refunded consent to such surrender and payment.

B. Protection of Obligations Not Refunded.

Any refunding obligations payable from the Pledged Revenues or from the Pledged Sales and Use Tax Revenues and any Additional Pledged Revenues shall be issued with such details as the City Council may provide, so long as there is no impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of Bonds payable from the Pledged Revenues or the Pledged Sales and Use Tax Revenues and any Additional Pledged Revenues; but so long as any Bonds are Outstanding, refunding obligations payable from the Pledged Sales and Use Tax Revenues may be issued on a parity with the unrefunded Bonds and Outstanding Parity Bonds only if:

(1) Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded Bonds and Outstanding Parity Bonds; or

(2) Requirements Not Increased. The refunding obligations do not increase by more than \$25,000, for any Fiscal Year prior to and including the last maturity date of any unrefunded Bonds, the aggregate principal and interest

requirements evidenced by such refunding obligations and by any Outstanding Bonds not refunded, and the lien of any refunding parity obligations on the Pledged Sales and Use Tax Revenues is not raised to a higher priority than the lien thereon of any Bonds thereby refunded or the Outstanding Parity Bonds; or

(3) Earnings Test. The refunding obligations are issued in compliance with Paragraphs A and B of Section 21 hereof.

Section 23. Protective Covenants. The City hereby additionally represents, covenants, and agrees with each and every Owner of the Bonds that:

A. Payment of Bonds. The City will promptly pay the principal of and interest on every Bond issued hereunder and secured hereby on the dates and in the manner specified herein and in said Bonds according to the true intent and meaning hereof. Such principal of and interest on the Bonds is payable solely from the Pledged Revenues.

B. Amendment of Certain Ordinances; Duty to Impose Sales and Use Tax; Impairment of Contract. The Sales and Use Tax Ordinances are in full force and effect and have not been repealed or amended. The City will not repeal or amend said Sales and Use Tax Ordinances in any manner which would diminish the proceeds of the Pledged Sales and Use Tax by an amount which would materially adversely affect the rights of the Owners of the Bonds.

Notwithstanding any other provision of this Section or this Ordinance, the City shall retain the right to make changes, without any consent of Bond Owners, in the Sales and Use Tax Ordinances, or any ordinance supplemental thereto or in substitution therefor, concerning the use of proceeds of the Pledged Sales and Use Tax remaining after the current requirements of all ordinances authorizing bonds or other securities payable from the Pledged Sales and Use Tax, or any portion thereof, have been met; or concerning changes in applicability, exemptions, administration, collection, or enforcement of the Sales and Use Tax, if such changes do not materially adversely affect the security for the Bonds.

The foregoing covenants are subject to compliance by the City with orders of courts of competent jurisdiction concerning the validity, constitutionality or collection of such tax revenues, any legislation of the United States or the State or any regulation or other action taken by the federal government, any State agency or any political subdivision of the State pursuant to such legislation, in the exercise of the police power thereof for the public welfare, which

legislation, regulation or action applies to the City as a Colorado home rule city and limits or otherwise inhibits the amount of such tax revenues due to the City. All of the Pledged Sales and Use Tax Revenues shall be subject to the payment of the principal of and interest on all Bonds payable from the Pledged Sales and Use Tax Revenues, including reserves therefor, as provided herein or in any instrument supplemental or amendatory hereof.

C. Defense of Legality of Pledged Revenues. There is not pending or threatened any suit, action or proceeding against or affecting the City before or by any court, arbitrator, administrative agency, or other governmental authority which affects the validity or legality of this Ordinance, or the Sales and Use Tax Ordinances or the imposition and collection of the Sales and Use Tax, any of the City's obligations under this Ordinance or any of the transactions contemplated by this Ordinance or the Sales and Use Tax Ordinances.

The City shall, to the extent permitted by law, defend the validity and legality of this Ordinance, the Sales and Use Tax and the Sales and Use Tax Ordinances against all claims, suits and proceedings which would diminish or impair the Pledged Revenues. Furthermore, the City shall amend from time to time the provisions of any ordinance or resolution of the City, as necessary to prevent impairment of the Pledged Revenues as required to meet the principal of and interest on the Bonds when due.

D. Further Assurances. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the City amendatory thereof, or supplemental thereto and the Charter. The City, acting by and through the City Council, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and other funds and accounts pledged hereunder and all the rights of every Owner of any of the Bonds against all claims and demands of all Persons whomsoever.

E. Conditions Precedent. Upon the issuance of any of the Bonds, all conditions, acts and things required by the Constitution or laws of the United States, the Constitution or laws of the State, the Charter or this Ordinance, to exist, to have happened, and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened and have been performed, and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the Constitution or laws of the United States, the Constitution or laws of the State, or the Charter of the City.

F. Maintenance of Records. So long as any of the Bonds remain Outstanding, proper books of record and account will be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Pledged Revenues and the accounts created by this Ordinance. Upon the issuance of any series of Additional Bonds, the City shall keep proper books of record and account showing complete and correct entries of all transactions relating to the Pledged Sales and Use Tax Revenues and accounts created or continued pursuant to the ordinance authorizing the issuance of such series of Additional Bonds.

G. Audits Required. The City further agrees that it will, within 210 days following the close of each Fiscal Year, cause an audit of such books and accounts to be made by a certified public accountant, who is not an employee of the City, showing the Pledged Revenues. The City agrees to allow the Owner of any of the Bonds to review and copy such audits and reports, at the City's offices, at his request. Copies of such audits and reports will be furnished to the Underwriter.

H. Performing Duties. The City will faithfully and punctually perform all duties with respect to the Pledged Revenues required by the Charter and the Constitution and laws of the State and the ordinances and resolutions of the City, including but not limited to the proper collection and enforcement of the Sales and Use Taxes and the segregation of the Pledged Revenues and their application to the respective accounts herein designated.

I. Other Liens. As of the date of issuance of the Bonds, there are no liens or encumbrances of any nature whatsoever on or against any of the Pledged Revenues on a parity with or superior to the lien thereon of the Bonds, except for the lien on the Pledged Revenues of the Outstanding 2020 Bonds and the Bonds.

J. Tax Covenant. With respect to the Bonds, the City covenants for the benefit of the Registered Owners that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities refinanced 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 Tax Code, or (ii) would cause interest on the Bonds to become a specific preference item for purposes of federal alternative minimum tax under the Tax Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause the Bonds and the income therefrom to lose their exemption from taxation, except inheritance, estate, and transfer taxes under present Colorado law. 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 City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

K. Corporate Existence. The City will maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another political subdivision by operation of law succeeds to the duties, privileges, powers, liabilities, disabilities, immunities and rights of the City and is obligated by law to receive and distribute the Pledged Revenues in place of the City, without materially adversely affecting the privileges and rights of any Owner of any Outstanding Bonds.

L. Performance of Duties. The City will faithfully and punctually perform or cause to be performed all duties with respect to the Pledged Revenues required by the laws of the State and the resolutions of the City, including without limitation the proper segregation of the Pledged Revenues as set forth in Section 18 hereof and their application to the respective accounts as herein provided.

M. Prompt Collections. The City will cause the Pledged Revenues to be collected promptly and accounted for in the accounts as herein provided.

N. Prejudicial Contracts and Action Prohibited. No contract will be entered into, nor will any action be taken, by the City by which the rights and privileges of any Owner are impaired or diminished.

O. Continuing Disclosure. The City further covenants for the benefit of the Owners of the Bonds to comply with the Continuing Disclosure Certificate.

Section 24. Defeasance. If, when any of the Bonds shall be paid in accordance with their terms (or payment of any such Bonds has been provided for in the manner set forth in the following paragraph), then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity, payment date, or redemption date thereof, as applicable, be deemed to have been provided for within the meaning and with the effect expressed in this section if (a) in case said Bond is to be redeemed on any date prior to its maturity or payment date, as applicable, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 7 hereof notice of redemption of such Bond on said redemption date, such notice to be given in accordance with the provisions of Section 7 hereof, (b) there shall have been deposited with the Paying Agent or a commercial bank exercising trust powers either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other commercial bank exercising trust powers at the same time, shall be sufficient to pay when due the principal of or payment amount, as applicable, premium if any, and interest due and to become due on said Bond on and prior to the maturity date, payment date, or redemption date thereof, as applicable, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 7 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other commercial bank exercising trust powers and that payment of said Bond has been provided for in accordance with this section and stating such maturity, payment date, or redemption date, as applicable, upon which moneys are to be available for the payment of the principal of or payment amount, as applicable, premium if any, and interest of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other commercial bank exercising

trust powers pursuant to this section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of or payment amount, as applicable, premium if any, and interest of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the principal of or payment amount, as applicable, premium if any, and interest to become due on said Bond on or prior to such maturity date, payment date, or redemption date thereof, as applicable. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other commercial bank exercising trust powers.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds Outstanding, this Ordinance may be discharged in accordance with the provisions of this section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other commercial bank exercising trust powers as provided in this Section.

Section 25. Delegated Powers. The officers of the City shall be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance. The form, terms and provisions of the Bond Purchase Agreement, the Continuing Disclosure Certificate, and the Registrar Agreement hereby are approved, and the City shall enter into and perform its obligations under the Bond Purchase Agreement, the Continuing Disclosure Certificate, and the Registrar Agreement, in the forms of each of such documents previously filed, with only such changes therein as are not inconsistent herewith; and the President

of the City Council is hereby authorized and directed to execute the Continuing Disclosure Certificate, and the Registrar Agreement. The President of the City Council, the City Manager or the Finance Director is hereby authorized and directed to execute and deliver the Sale Certificate and the Bond Purchase Agreement and to determine and approve the final determinations contained therein for the Bonds. The City Clerk is hereby authorized to execute and to affix the seal of the City to the Continuing Disclosure Certificate, and the Registrar Agreement, and the President of the City Council, the City Manager, the Finance Director, and the City Clerk are further authorized to execute and authenticate such other documents, instruments or certificates as are deemed necessary or desirable by bond counsel in order to issue and secure the Bonds. Such documents are to be executed in substantially the forms hereinabove approved, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance. Copies of all of the documents shall be delivered, filed and recorded as provided therein.

The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

The proper officers of the City are hereby authorized and directed to prepare and furnish to bond counsel certified copies of all proceedings and records of the City relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

Section 26. Events of Default. Each of the following events is hereby declared an "event of default:"

A. Nonpayment of Principal. If payment of the principal of any of the Bonds in connection therewith, shall not be made when the same shall become due and payable at maturity; or

B. Nonpayment of Interest. If payment of any installment of interest on the Bonds shall not be made when the same becomes due and payable; or

C. Incapable to Perform. If the City shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

D. Default of any Provision. If the City shall default in the due and punctual performance of its covenants or conditions, agreements and provisions contained in the Bonds or in this Ordinance on its part to be performed, other than those delineated in Paragraphs A and B of this Section and Section 23.O. hereof, and if such default shall continue for 60 days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Owners of not less than 25% in aggregate principal amount of any Bonds then Outstanding.

Section 27. Remedies. Upon the happening and continuance of any event of default as provided in Section 30 hereof, the Owner or Owners of not less than 25% in aggregate principal amount of Outstanding Bonds, or a trustee therefor, may protect and enforce their rights hereunder by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, the appointment of a receiver (the consent of such appointment being hereby granted), injunctive relief, or requiring the City Council to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all Owners. The failure of any Owner to proceed does not relieve the City or any Person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other right available to the Owners of Bonds and the exercise of any right by any Owner shall not be deemed a waiver of any other right.

Section 28. Duties Upon Default. Upon the happening of any of the events of default as provided in Section 26 of this Ordinance, the City, in addition, will do and perform all proper acts on behalf of and for the Owners of the Bonds to protect and preserve the security created for the payment of the Bonds and to insure the payment of the principal of and interest on said Bonds promptly as the same become due. Proceeds derived from the Pledged Revenues, so long as any of the Bonds herein authorized, either as to principal or interest, are Outstanding and unpaid, shall be paid into the Bond Account pursuant to the terms hereof and to the extent provided herein, and used for the purposes herein provided. In the event the City fails or refuses to proceed

as in this section provided, the Owner or Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of such Owners as hereinabove provided.

Section 29. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that said Registrar or Paying Agent has become incapable of performing its duties hereunder, the City may, upon notice mailed to each Owner of any Bond at his address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or removal of the Registrar or Paying Agent may take effect until a successor is appointed. Every such successor Registrar or Paying Agent shall be the City or a Commercial Bank or Trust Bank. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder.

Section 30. Severability. If any one or more sections, sentences, clauses or parts of this Ordinance shall for any reason be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses or parts of this Ordinance so held unconstitutional or invalid, and the inapplicability and invalidity of any section, sentence, clause or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.

Section 31. Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 32. Amendment. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holders of the Bonds and shall be and remain irrevocable until the Bonds and the interest thereon have been fully paid, satisfied and discharged except as otherwise provided in this Section.

A. The City may, without the consent of, or notice to the Owners of the Bonds, adopt such ordinances supplemental hereto (which supplemental amendments shall thereafter form a part hereof) for any one or more or all of the following purposes:

(1) to cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Ordinance, or to make any provisions with respect to matters arising under this Ordinance or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the Owners of the Bonds;

(2) to subject to the lien of this Ordinance additional revenues, properties or collateral;

(3) to grant or confer upon the Registrar for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Registered Owners of the Bonds; or

(4) to qualify this Ordinance under the Trust Indenture Act of 1939.

B. Exclusive of the amendatory ordinances permitted by Paragraph A of this Section, this Ordinance may be amended or supplemented by ordinance adopted by the City Council in accordance with the law, without receipt by the City of any additional consideration but with the written consent of the Owners of 66% in aggregate principal amount of Bonds and Parity Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance; provided, however, that, without the written consent of the Owners of all of the Bonds and Parity Bonds adversely affected thereby, no such Ordinance shall have the effect of permitting:

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

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

(3) The creation of a lien upon or pledge of Pledged Revenues ranking prior to the lien or pledge created by this Ordinance; or

(4) A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or

(5) The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Ordinance; or

(6) The modification of or otherwise affecting the rights of the Owners of less than all of the Bonds then Outstanding.

Section 33. Approval of Official Statement. The preparation, distribution and use of Preliminary Official Statement relating to the Bonds is hereby authorized. The President of the City Council or the Finance Director is authorized and directed to approve, on behalf of the City, a final Official Statement for use in connection with the offering and sale of the Bonds. The execution of a final Official Statement by the President of the City Council or the Finance Director shall be conclusively deemed to evidence the approval of the form and contents thereof by the City.

Section 34. Disposition of Ordinance. This Ordinance, as adopted by the City Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the President of the City Council and City Clerk, and by the certificate of publication.

Section 35. Limitation of Action. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

Section 36. Governing Law and Venue. Any documents authorized and/or issued pursuant to the authorization of this Ordinance will be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis.

Section 37. Statutes Superseded. Pursuant to Article XX of the Colorado Constitution and to the Charter, all statutes of the State which might otherwise apply in connection with the Sales and Use Tax or the Bonds are hereby superseded except to the extent specifically held to be applicable

Section 38. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the City Council, not inconsistent with the provisions of this Ordinance, relating to the authorization, sale, issuance, and delivery of the

Bonds, and the application of the proceeds of the Bonds to the Project, are hereby ratified, approved, and confirmed.

Section 39. Electronic Signatures. The use of electronic signatures to execute any of the documents described in this Ordinance, as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act, is hereby approved.

Section 40. Effective Date. This Ordinance shall be in full force and effect 30 days after publication following final passage.

[The remainder of this page intentionally left blank.]

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN PAMPHLET FORM THIS 20th OF DECEMBER 2023.

CITY OF GRAND JUNCTION, COLORADO

Anna M. Stout, President of the City Council

Attest:

Amy Phillips, City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED
PUBLISHED IN PAMPHLET FORM THIS 3RD OF JANUARY 2024.

CITY OF GRAND JUNCTION, COLORADO

Anna M. Stout, President of the City Council

Attest:

Amy Phillips, City Clerk

STATE OF COLORADO)
)
 COUNTY OF MESA) SS.
)
 CITY OF GRAND JUNCTION)

I, Amy Phillips, the City Clerk of the City of Grand Junction, Colorado (the “City”) and Clerk to the City Council of the City (the “City Council”), do hereby certify that:

1. The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) which was introduced, passed on first reading and ordered published in pamphlet form by the City Council at a regular meeting thereof held on December 20, 2023 and was duly adopted and ordered published in pamphlet form by the City Council at a regular meeting thereof held on January 3, 2024, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of December 20, 2023, an affirmative vote of a majority of the members of the City Council as follows:

<u>City Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Anna Stout, President				
Abe Herman, President Pro Tem				
Cody Kennedy, District A				
Jason Nguyen, District B				
Dennis Simpson, District D				
Randall Reitz, District at Large				
Scott Beilfuss, District at Large				

3. The Ordinance was duly moved and seconded, and the Ordinance was finally passed on second reading at the meeting of January 3, 2024, by an affirmative vote of a majority of the members of the City Council as follows:

<u>City Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Anna Stout, President				
Abe Herman, President Pro Tem				
Cody Kennedy, District A				
Jason Nguyen, District B				
Dennis Simpson, District D				
Randall Reitz, District at Large				
Scott Beilfuss, District at Large				

4. The members of the City Council were present at such meetings and voted on the passage of such Ordinance as set forth above.

5. The Ordinance was approved and authenticated by the signature of the President of the City Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the City Council.

6. There are no bylaws, rules or regulations of the City Council which might prohibit the adoption of said Ordinance.

7. Notices of the meetings of December 20, 2023, and January 3, 2024, in the forms attached hereto as Exhibit A were posted by the City Clerk at City Hall and otherwise in accordance with law.

8. The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on December __, 2023, and January __, 2024, as required by the City Charter. Notice of the hearing on the Ordinance was published on _____. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

WITNESS my hand and the seal of the City affixed this 3rd day of January 2024.

City Clerk and Clerk to the City Council

(SEAL)

EXHIBIT A

(Attach Notices of Meetings of December 20, 2023 and January 3, 2024)

EXHIBIT B
(Attach Affidavits of Publication)



Grand Junction City Council

Regular Session

Item #7.a.iii.

Meeting Date: January 3, 2024

Presented By: Greg Caton, City Manager, John Shaver, City Attorney, Jennifer Tomaszewski, Finance Director, Jay Valentine, General Services Director, Jodi Welch, Finance Director Emeritus

Department: City Manager's Office

Submitted By: Jennifer Tomaszewski, Finance Director
Jay Valentine, General Services Director
Jodi Welch, Finance Director Emeritus

Information

SUBJECT:

An Ordinance Regarding Joint Sewer System Revenue Bonds

RECOMMENDATION:

Approve an ordinance for the issuance of \$62,000,000 in Joint Sewer System Revenue Bonds and execution of related documents.

EXECUTIVE SUMMARY:

The Persigo Wastewater Treatment Plant (Persigo) is co-owned by the City of Grand Junction and Mesa County. Staff has been planning for the rehabilitation and expansion of Persigo since 2019. Following the development of a master plan, engineering design, and contracting with a construction manager/general contractor, the project is ready to proceed, and the cost estimate for Phase 1 is estimated at \$80.5 million.

D.A. Davidson is the City's underwriter and, in coordination with staff, has developed a financing and debt issuance plan. With \$15 million in reserves to be used on the project, it is expected to issue up to \$62 million in debt with premium for this phase.

The City and County acting through the Joint Sewer System will authorize the issuance of revenue bonds which are secured by Joint Sewer System Revenues. The County Commissioners will hear a resolution confirming and ratifying this ordinance on January 9, 2024.

If the market conditions are favorable, it is estimated that bonds will be issued by the end of February 2024.

BACKGROUND OR DETAILED INFORMATION:

The 2020 Wastewater Treatment Facilities Master Plan was initiated primarily to address the facility permit requirement to begin planning for expansion of the wastewater treatment plant after the existing facility surpassed the 80 percent capacity threshold in 2019. The master plan conceptualized the rehabilitation and expansion of the Persigo Treatment Plant in two phases.

Following further financial analysis and design, the total project over both phases is expected to be close to \$114 million and will be funded by \$15 million from Sewer Fund reserves, with the remaining to be debt-financed. Voter authorization is not required for this debt issuance because it is accounted for as an enterprise fund. Phase 1 of the Persigo Project is planned to begin in 2024 and be completed in 2025 for \$80.5 million. Phase 2 of the project is estimated at \$33.5 million from 2027 through 2029 and would be funded through a second bond issuance.

The Joint Sewer Board, comprised of seven City Council members and three County Commissioners, was updated on the project and financing alternatives at a joint workshop on May 18, 2023, at which point direction was given to pursue bond funding. A November 15, 2023 memorandum provided additional information on the proposed debt issuance.

FISCAL IMPACT:

Based on anticipated market conditions at this time, the debt issuance of \$62,000,000 has an anticipated term of 30 years, an all-in total interest cost of 4.15 percent, an average annual debt service of \$3,781,482, and a total debt service of \$116,385,600.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5194, an ordinance approving the issuance of \$62,000,000 in Joint Sewer System Revenue Bonds and execution of related documents on final passage and order final publication in pamphlet form.

Attachments

1. Sewer Bond Ordinance-Public Hearing January 3, 2024

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF GRAND JUNCTION, COLORADO, JOINT SEWER SYSTEM REVENUE BONDS, SERIES 2024, PAYABLE SOLELY OUT OF THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE JOINT SEWER SYSTEM OF THE CITY AND MESA COUNTY, COLORADO AND CERTAIN OTHER REVENUES.

WHEREAS, the City of Grand Junction, Colorado (the “City”), is a home rule city duly existing under the Constitution and laws of the State of Colorado and its City Charter (the “Charter”); and

WHEREAS, the members of the Council of the City (the “Council”) have been duly elected or appointed and qualified; and

WHEREAS, the County of Mesa, Colorado (the “County”), is a county duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the members of the Board of County Commissioners of the County (the “Board”) have been duly elected or appointed and qualified; and

WHEREAS, the City and the County entered into a Joint Sewerage Service Agreement, dated May 1, 1980, as amended on October 1, 1980, relating to the scope and operation of the joint sewerage system of the City and the County (the “Joint System”) and the use of revenues from the Joint System, which includes all of the revenues and charges for connection to and use of the Joint System from whatever source derived, including, but not limited to, tap fees and sewer user charges, but excluding surcharges or add-on charges made by the City, the County, or any district for services or facilities provided by other than the Joint System; and

WHEREAS, the City and the County further entered into an Intergovernmental Agreement, dated October 13, 1998 (the “Policy Agreement”), which requires the City and the County to jointly establish and provide policy direction for the Joint System but designates the City as the operator and manager of the Joint System; and

WHEREAS, the Policy Agreement requires all bond issues and other financing arrangements relating to the Joint System to be approved by both the Council and the Board; and

WHEREAS, the Council and the Board propose to extend, better, otherwise improve, and equip the Joint System (the “Project”); and

WHEREAS, the City, with the prior consent and approval of the County, intends to issue its “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024” (the “Bonds”) to defray in part the cost of the Project; and

WHEREAS, the City is authorized pursuant to Section 93(f) of its Charter and Title 37, Article 45.1 of the Colorado Revised Statutes, as amended, to issue the Bonds and to pledge the Net Revenues (hereinafter defined) of the Joint System to the repayment of the Bonds; and

WHEREAS, the City has determined that the Joint System constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution and that the Bonds may therefore be issued without an election; and

WHEREAS, the City and the County entered into a Loan Agreement, dated as of May 1, 2002 (the "Loan Agreement"), with the Colorado Water Resources and Power Development Authority (the "Authority"), evidencing a loan from the Authority to the City and the County (the "Loan") that is secured by a pledge of the Net Revenues of the Joint System; and

WHEREAS, the City and the County are not delinquent in the payment of any loan payments due under the Loan Agreement; and

WHEREAS, the City and the County have determined it is in their best interests to prepay the outstanding amount of the Loan prior to the issuance of the Bonds; and

WHEREAS, except to secure the Loan, which will be paid off prior to the issuance of the Bonds, neither the City nor the County has pledged nor hypothecated the Gross Revenues derived or to be derived from the operation of the Joint System, or any part thereof, to the payment of any bonds or for any other purpose, with the result that the Net Revenues may now be pledged lawfully and irrevocably to the payment of the Bonds; and

WHEREAS, the City intends to negotiate a proposal with D.A. Davidson & Co., Denver, Colorado (the "Purchaser"), concerning the purchase of the Bonds; and

WHEREAS, the Council has determined and does hereby declare:

- A. In order to meet the present and future needs of the City it is necessary to extend, better, otherwise improve and equip the Joint System;
- B. The Bonds shall be issued for the Project;
- C. Net Revenues shall be pledged to the payment of the Bonds;
- D. Because of market conditions, the Bonds shall be sold by negotiated sale to the Purchaser in accordance with its proposal, and that such sale is to the best advantage of the City; and
- E. All action preliminary to the authorization of the issuance of the Bonds has been taken.

WHEREAS, there are on file with the City Clerk the forms of the following documents: (i) the form of the Purchase Contract (as defined herein); (ii) the form of the Paying Agent Agreement (as defined herein); (iii) the form of the Preliminary Official Statement (as defined herein); and (iv) the form of the Continuing Disclosure Certificate (as defined herein); and

WHEREAS, it is necessary to provide for the form of the Bonds, the Bond details, the payment of the Bonds, and other provisions relating to the authorization, issuance, and sale of the Bonds.

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

ARTICLE I

DEFINITIONS, INTERPRETATION,
RATIFICATION AND EFFECTIVE DATE

Section 101. Short Title. This ordinance shall be known as and may be cited by the short title “2024 Bond Ordinance” (the “Ordinance”).

Section 102. Meanings and Construction.

A. Definitions. The terms in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any other ordinance or any other document pertaining hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

“Acquire” or “Acquisition” means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any body corporate and politic therein, or any other Person, the endowment, bequest, devise, transfer, assignment, option to purchase, other contract, or other Acquisition, or any combination thereof, of any properties pertaining to the Joint System, or an interest therein, or any other properties herein designated.

“Acquisition Fund” means the special account designated as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024, Acquisition Fund” created pursuant to Section 501(B) hereof.

“Balloon Bonds” means any securities payable from Net Revenues 25% or more of the original principal amount of which matures during any consecutive twelve month period if such maturing principal amount is not required to be amortized by mandatory redemption or prepayment prior to such period and if such twelve month period overlaps the Fiscal Year in which the Combined Maximum Annual Principal and Interest Requirements occur (without regard to the assumptions contained in clause (C)(3) of the definition of Combined Maximum Annual Principal and Interest Requirements).

“Board” means the Board of County Commissioners of the County.

“Bond Counsel” means an attorney or a firm of attorneys, designated by the City of nationally recognized standing in matters pertaining to the tax status of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Account” means the special account designated as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024, Bond Account” created pursuant to Section 605 hereof, which shall be used solely to pay debt service on the Bonds.

“Bond Requirements” means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds or any Parity Lien Bonds payable from the Net Revenues.

“Bonds” means those securities issued hereunder and designated as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024.”

“Book-entry form” or “book-entry system” means, with respect to the Bonds, a form or system, as applicable, under which physical Bond certificates in fully registered form are registered only in the name of The Depository Trust Company or its nominee as Owner, with the physical Bond certificates “immobilized” in the custody of The Depository Trust Company. The book-entry system maintained by and the responsibility of The Depository Trust Company and not maintained by or the responsibility of the City or the Paying Agent is the record that identifies, and records the transfer of the interests of, the owners of book-entry interests in the Bonds.

“Business Day” means a day of the year, except for: a Saturday or Sunday; a day on which commercial banks located in the city in which the principal corporate trust office of the Paying Agent is located are required or authorized to remain closed; or a day on which the New York Stock Exchange is closed.

“Capital Improvements” means the Acquisition of land, easements, facilities, equipment, and materials (other than ordinary repairs and replacements), and the construction or reconstruction or other Acquisition of improvements, betterments, and extensions, for use by or in connection with the Joint System, including related planning, legal, and engineering expenses and administrative facilities, and further including, without limitation, any of the foregoing which are constructed, reconstructed, Acquired or owned on a cooperative basis with any other entities.

“City” means the City of Grand Junction, Colorado.

“City Clerk” means the City Clerk of the City, or his or her successor in functions, if any.

“Charter” means the Home Rule Charter of the City.

“Closing Date” means the date of delivery of and payment for the Bonds.

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

“Combined Maximum Annual Principal and Interest Requirements” means the largest sum of the principal of and interest on the Bonds and any other Outstanding Parity Lien Bonds, excluding any securities the principal of which is payable within less than one year from the date on which issued, to be paid during any one Fiscal Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bond or other such security last becomes due at maturity or on a Redemption Date, whichever time is

later (but excluding any reserve requirement to secure such payments unless otherwise expressly provided), subject in all respects to the following, as applicable:

(A) The word “principal,” as used in this definition, means the principal which must be paid to security Owners, whether on stated maturity dates or on mandatory Redemption Dates, or otherwise.

(B) Any computation made under this definition shall be adjusted for all purposes in the same manner as is provided in Section 803(C) hereof.

(C) For purposes of this definition, (1) Variable Rate Bonds shall be assumed to bear interest at the highest of: (a) the actual rate of any Outstanding Variable Rate Bonds on the date of computation, or if the Variable Rate Bonds are not yet Outstanding, the initial rate (if established and binding), (b) if the Variable Rate Bonds have been Outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of computation, or if no Variable Rate Bonds are Outstanding for such twelve months, the average rate borne by reference to an index comparable to that to be utilized in determining the interest rate for the Variable Rate Bonds to be issued or (c) (i) if interest on the Variable Rate Bonds is excludable from gross income under the applicable provisions of the Internal Revenue Code, the most recently published Bond Buyer “Revenue Bond Index” (or if such Index is not published within 30 days prior to such determination, such index selected by the City and acceptable to the Insurer), or (ii) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities; (2) any Tender Bonds Outstanding at the time of such determination shall mature on the stated maturity or mandatory Redemption Date or Dates thereof; and (3) any Balloon Bonds Outstanding at the time of such determination which mature more than six months thereafter shall be deemed to mature over 30 years from the date of issuance of the Balloon Bonds, will bear interest on the unpaid principal amount thereof at the fixed rate of interest equal to the Revenue Bond Index or if such Index is no longer published, of a comparable index selected by the City and acceptable to the Insurer and will be payable on a level annual debt service basis over a thirty year period.

“Commercial Bank” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal Reserve System, which has a capital and surplus of \$10,000,000 or more, and which is located within the United States of America.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed by the City in connection with the issuance of the Bonds, which constitutes an undertaking pursuant to Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission.

“County” means Mesa County, Colorado.

“Cost of the Project” means all costs, as designated by the City, of the Project, or any interest therein, which cost, at the option of the City (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

(A) All preliminary expenses or other costs advanced by the City or advanced by the Federal Government, the State or by any other Person from any source, with the approval of the Council, or any combination thereof, or otherwise;

(B) The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(C) The costs of contingencies;

(D) The costs of premiums on any builders' risk insurance and performance bonds during the construction, installation and other Acquisition of the Project, or a reasonably allocated share thereof;

(E) The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help and other agents and employees;

(F) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

(G) All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, bond counsel, counsel to the Purchaser, financial advisor, rating agencies and printers to the extent not defrayed as an Operation and Maintenance Expense;

(H) The costs of the filing or recording of instruments and the cost of any title insurance premiums;

(I) The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

(J) The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land Acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(K) The costs of machinery and equipment;

(L) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(M) The payment of the premium for the Insurance Policy and Reserve Account Insurance Policy issued by the Insurer;

(N) The costs of labor, material and obligations incurred to contractors, builders and materialmen in connection with the Acquisition and construction of the Project;

(O) The costs of amending any ordinance, resolution or other instrument pertaining to the Bonds or otherwise to the Joint System; and

(P) All other expenses pertaining to the Project.

“Council” means the Council of the City.

“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“Enterprise Act” means Title 37, Article 45.1, C.R.S., as amended

“Events of Default” means the events stated in Section 1003 hereof.

“Federal Government” means the United States of America and any agency, instrumentality or corporation thereof.

“Federal Securities” means bills, certificates of indebtedness, notes, bonds or other similar instruments which are direct non-callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America.

“Finance Director” means the Finance Director of the City, or his or her successor in functions, if any.

“Fiscal Year” means the calendar year or any other 12-month period hereafter selected by the City as its fiscal year.

“Gross Revenues” means all income, charges, and revenues derived directly or indirectly from the operation and use of and otherwise pertaining to the Joint System, or any part thereof, whether resulting from Capital Improvements or otherwise, and includes all income, charges, and revenues received from the Joint System, including without limitation:

(A) All fees, rates, and other charges for the use of the Joint System, or for any service rendered in the operation thereof, directly or indirectly, the availability of any such service, or the sale or other disposal of any commodities derived therefrom, including, without limitation, connection charges, but:

(1) Excluding (subject to Section 601 hereof) any moneys borrowed and used for the Acquisition of Capital Improvements or for the refunding of securities and income or other gain from any investment of such borrowed moneys;

(2) Excluding any moneys received as grants, appropriations or gifts from the Federal Government, the State, or other sources, the use of which is limited by the grantor or donor to the construction of Capital Improvements, except to the extent any such moneys shall be received as payments for the use of the Joint System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom; and

(3) Excluding surcharges or add-on charges made by the City, the County, or any district for services or facilities not provided by the Joint System;

(B) All income or other gain from any investment of Gross Revenues (including without limitation the income or gain from any investment of all moneys in the Bond Account and Reserve Account and of all Net Revenues, but excluding borrowed moneys and all income or other gain thereon in the Acquisition Fund, any other Acquisition fund, or any escrow fund for any securities heretofore or hereafter issued), unless the Council and the Board otherwise provide by ordinance and resolution; and

(C) All income and revenues derived from the operation of any other utility or other income-producing facilities added to the Joint System and to which the pledge and lien herein provided are extended.

“improve” or “improvement” means the extension, reconstruction, alteration, betterment or other improvement by the construction, purchase or other Acquisition of facilities, including, without limitation, appurtenant machinery, apparatus, fixtures, structures and buildings.

“Income Fund” means the special fund maintained by the City and designated as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Income Fund,” into which all Gross Revenues are directed to be deposited as provided in Section 602 hereof.

“Independent Accountant” means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State:

- (A) Who is, in fact, independent and not under the control of the City;
- (B) Who does not have any substantial interest, direct or indirect, with the City, and
- (C) Who is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

“Independent Engineer” means an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the Joint System, which individual, firm or corporation has no substantial interest, direct or indirect, in the City and in the case of an individual, is not a member of the Council, or an officer or employee of the City, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the City.

“Insurance Policy” means the municipal bond insurance policy, if any, issued by the Insurer that guarantees the payment of the principal of and interest on the Bonds when due.

“Insurer” means the issuer of the Insurance Policy, if any.

“Investment Securities” means any securities or other obligations permitted as investments of moneys of the City under the laws of the State.

“Joint System” means the municipal wastewater system, consisting of all properties, real, personal, mixed or otherwise, now a part of or hereafter Acquired by the Joint System, the City, or the County, through purchase construction, or otherwise, and used in connection with the Joint System, and in any way pertaining thereto, whether or not located within or without or both within and without the boundaries of the County; and, with the prior written consent of the Insurer, such defined term includes any other utility or other income-producing facilities added to the Joint System and to which the lien and pledge herein provided are extended by ordinance or resolution adopted by the Council and the Board.

“Letter of Representations” means the Blanket Issuer Letter of Representations from the City to The Depository Trust Company in connection with the issuance of the Bonds in a book-entry system, as supplemented and amended from time to time.

“Net Revenues” means the Gross Revenues remaining after the payment of the Operation and Maintenance Expenses of the Joint System.

“Official Statement” means the Official Statement delivered in connection with the original issuance and sale of the Bonds in substantially the form of the Preliminary Official Statement.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses, paid or accrued, of operating, maintaining, and repairing the Joint System or any component, division or other part thereof, or any other designated facilities in connection with which such term is used including, without limitation, all salaries, labor, materials and repairs necessary to render efficient service.

“Outstanding” when used with reference to the Bonds, the Parity Lien Bonds, or any other designated securities, and as of any particular date, means all of the Bonds, the Parity Lien Bonds, or any such other securities payable from the Net Revenues or otherwise pertaining to the Joint System, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(A) Except any Bond or other security canceled by the City, by any paying agent, or otherwise on the City’s behalf, at or before such date;

(B) Except any Bond or other security deemed to be paid as provided in Section 1201 hereof or any similar provision of the ordinance authorizing the issuance of such other security;

(C) Except any Bond or other security in lieu of or in substitution for which another Bond or other security shall have been executed and delivered pursuant to Sections 306, 307 or 1108 hereof or any similar provisions of the ordinance authorizing the issuance of such other security.

“Owner” means the registered owner of any designated Bond or other designated security.

“Parity Lien Bonds” means any securities hereafter issued payable from and having an irrevocable lien upon the Net Revenues on a parity with the Bonds.

“Parity Bond Ordinances” means any agreements hereafter entered into by the City, with the consent of the Board, with respect to Parity Lien Bonds and, without duplication, any ordinances hereafter adopted by the Council, with the consent of the Board, authorizing the issuance of Parity Lien Bonds.

“Paying Agent” means Zions Bancorporation, National Association, in Denver, Colorado, and being an agent of the City for the payment of the Bond Requirements due in connection with the Bonds, the registrar for the Bonds and for other administration of moneys pertaining to the Bonds, and includes any successor Commercial Bank as paying agent.

“Paying Agent Agreement” means the Registrar and Paying Agent Agreement between the City and the Paying Agent.

“Person” means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the City), partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“Policy Agreement” means the 1999 Intergovernmental Agreement, dated October 13, 1998, which (A) requires the Council and the Board to jointly establish and provide policy direction for the Joint System, and (B) appoints the City as the operator and manager of the Joint System.

“Policy Costs” means repayment of draws under the Reserve Account Insurance Policy, if any, plus all related reasonable expenses incurred by the Surety Provider.

“Preliminary Official Statement” means the Preliminary Official Statement with respect to the Bonds issued pursuant to this Ordinance, with such revisions as are hereafter approved by the City Manager or the Finance Director.

“President” means the President of the Council, or his or her successor in functions.

“Project” means the land, facilities and rights constructed, installed, purchased and otherwise Acquired for the Joint System, the cost of which is to be defrayed with a portion of the proceeds of the Bonds and which constitute Capital Improvements.

“Pro Rata Portion” means the dollar amount derived by dividing the amount of principal or interest to come due on the next principal or interest payment date by the number of monthly credits required to be made prior to such payment date.

“Purchaser” means D.A. Davidson & Co., Denver, Colorado.

“Purchase Contract” means the Bond Purchase Agreement between the City and the Purchaser concerning the purchase of the Bonds.

“Rating Agency” means each nationally recognized securities rating agency then maintaining a rating on the Bonds.

“Rebate Fund” means the special account designated as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024, Rebate Fund” created pursuant to Section 607 hereof.

“Record Date” means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

“Redemption Date” means the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Revenues in any notice of prior redemption or otherwise fixed and designated by the City.

“Reserve Account” means the special account designated as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024, Reserve Account” created pursuant to Section 606 hereof and securing only the Bonds.

“Reserve Account Insurance Policy” means, if required and so specified in the Sale Certificate, any insurance policy, surety bond, irrevocable letter of credit or similar instrument deposited in or credited to the Reserve Account in lieu of or in partial substitution for moneys on deposit therein. The issuer providing any such Reserve Account Insurance Policy shall be an issuer which then is rated in one of the four highest investment grade rating categories by one or more nationally recognized organizations which regularly rate such obligations.

“Reserve Account Requirement” means, if required, the requirements as defined and specified in the Sale Certificate.

“Revenue Bond Index” means the Revenue Bond Index as published in the most recent issue of The Bond Buyer (or any successor thereto).

“Sale Certificate” means the sale certificate of the City relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 213 hereof.

“Special Record Date” means a special date fixed by the Paying Agent to determine the names and addresses of Owners of Bonds for the purpose of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 302 hereof.

“State” means the State of Colorado.

“Subordinate Securities” means securities payable from the Net Revenues subordinate and junior to the lien thereon of the Bonds and any Parity Lien Bonds.

“Supplemental Public Securities Act” means Part 2 of Article 57 of Title 11, C.R.S., as amended.

“Surety Provider” means any entity issuing a Reserve Account Insurance Policy with respect to the Bonds.

“Tax Compliance Certificate” means the federal tax compliance certificate executed by the City in connection with the initial issuance and delivery of the Bonds.

“Tender Bonds” means any securities payable from Net Revenues which by their terms may be required to be tendered for purchase, or which may be tendered by and at the option of the Owner thereof for purchase, prior to the stated maturity thereof.

“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.

“Trust Bank” means a Commercial Bank that is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

“Variable Rate Bonds” means any securities payable from Net Revenues issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue.

B. City or County Held Securities. Any securities held by the City or the County that are payable from Net Revenues shall not be deemed to be Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein.

Section 103. Parties Interested Herein. Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the City, the Council, the County, the Board, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any Parity Lien Bonds or other securities payable from the Net Revenues when reference is expressly made thereto. All of the covenants, stipulations, promises and agreements herein contained by and on behalf of the City and the County shall be for the sole and exclusive benefit of the City and the County, the Council, the Board, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any such other securities in the event of such a reference.

Section 104. Ratification; Approval of Documents. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, the officers, employees and agents of the City and otherwise taken by the City directed toward the Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

Section 105. Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This

repealer shall not be construed to revive any such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 106. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 107. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Bonds and this Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

Section 108. Effective Date and Disposition. This Ordinance shall be in full force and effect 30 days after publication following final passage.

ARTICLE II

DETERMINATION OF AUTHORITY AND OBLIGATIONS; APPROVAL OF RELATED DOCUMENTS; AND ELECTION TO APPLY SUPPLEMENTAL PUBLIC SECURITIES ACT TO THE BONDS

Section 201. Authority for this Ordinance. The Bonds are issued in accordance with (A) Section 93(f) of the Charter, Title 37, Article 45.1 of C.R.S., as amended, (B) the Policy Agreement, (C) this Ordinance, and (D) the Supplemental Public Securities Act. For the purpose of defraying the Costs of the Project, the Council, with the consent of the Board, hereby authorizes to be issued its “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024,” in the aggregate principal amount provided in the Sale Certificate, subject to the parameters and restrictions contained in this Ordinance.

Section 202. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 203. Special Obligations. All of the Bond Requirements of the Bonds and the Policy Costs shall be payable and collectible solely out of the Net Revenues, which revenues are so pledged; the Owner or Owners of the Bonds, the Insurer, and the Surety Provider may not look to any general or other fund for the payment of such Bond Requirements, except the herein designated special funds pledged therefor; the Bonds and the Policy Costs shall not constitute an indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation; and the Bonds and the Policy Costs shall not be considered or held to be general obligations of the City but shall constitute its special obligations. No statutory, Charter or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to comply with the provisions of this Ordinance or to pay the Bond Requirements of the Bonds and the Policy Costs as herein provided.

Section 204. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the City or County (except the special funds pledged therefor), or against their general credit, or as payable out of their respective general funds or out of any funds derived from taxation or out of any other revenue source (other than those pledged therefor).

Section 205. No Pledge of Property. The payment of the Bonds and the Policy Costs is not secured by an encumbrance, mortgage or other pledge of property of the City or the County, except for the Net Revenues and other moneys pledged for the payment of the Bond Requirements of the Bonds. No property of the City or the County, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds or the Policy Costs.

Section 206. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Council or any officer, employee or other agent of the City, past, present or future, either directly or indirectly through the Council, the City, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

Section 207. Authorization of the Project. The Council does hereby determine to undertake the Project, which is hereby authorized, and the proceeds of the Bonds shall be used therefor.

Section 208. Enterprise Status. The Council hereby confirms that the Joint System is an “enterprise” for the purposes of Article X, Section 20 of the Colorado Constitution.

Section 209. Sale of Bonds. The Bonds shall be sold by negotiated sale to the Purchaser. Pursuant to the Supplemental Public Securities Act, the Council hereby delegates to the President or the Finance Director the authority to execute the Sale Certificate and the Purchase Contract, subject to the parameters contained in this Ordinance.

Section 210. Official Statement. The preparation, distribution and use of the Preliminary Official Statement and of the final Official Statement are hereby authorized. The President or the Finance Director is hereby authorized and directed to approve, on behalf of the City, the Official Statement, in substantially the form of the Preliminary Official Statement with such changes as are hereafter approved by the President or the Finance Director. The execution of the Official Statement by the President or the Finance Director shall be conclusively deemed to evidence the approval of the form and contents of the Official Statement by the Council with respect to the Joint System.

Section 211. Paying Agent Agreement. The Council hereby determines to approve the Paying Agent Agreement in substantially the form as is on file with the City Clerk. The Paying Agent may resign at any time on 30 days’ prior written notice to the City. The City may remove the Paying Agent upon 30 days’ prior written notice to the Paying Agent. If the Paying Agent appointed thereunder shall resign, or if the City shall determine to remove the Paying Agent, then the City may appoint a successor Paying Agent, upon notice mailed to each owner of any Bond at his address last shown on the registration records maintained by the Paying Agent. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent. Every such successor Paying Agent shall be a Commercial Bank.

Section 212. Other Related Documents. The forms, terms, and provisions of, and performance by the City of its obligations under the Paying Agent Agreement, the Preliminary Official Statement and the Continuing Disclosure Certificate are hereby approved and the President, the Finance Director and the City Clerk and any deputy thereof are hereby authorized and directed to execute each of such documents on behalf of and in the name of the City, and to deliver each of such documents, in substantially the form on file with the City Clerk, with such changes as are not inconsistent herewith.

Section 213. Election to Apply Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to such election to apply Section 11-57-205 of the Supplemental Public Securities Act to the Bonds, the Council hereby delegates to the President, the City Manager or the Finance Director the independent authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Council approve such determinations:

(A) Interest Rate. The net effective rate of interest to be borne by the Bonds, which shall not exceed 6.00% per annum.

(B) Redemption Provisions. The prior redemption provisions of the Bonds, provided that the Bonds shall be subject to optional redemption at a redemption price not to exceed 103% as set forth in the Sale Certificate.

(C) Purchase Price. The price at which the Bonds will be sold to the Purchaser, which shall not be less than 95% of the aggregate principal amount of the Bonds.

(D) Principal Amount. The aggregate principal amount of the Bonds, provided that such aggregate principal amount of the Bonds shall not exceed \$62,000,000.

(E) Maturity Schedule. The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year; provided that the maximum annual repayment cost shall not exceed \$4,000,000 annually, and the maximum total repayment cost shall not exceed \$120,000,000.

(F) Reserve Account Requirement. The existence of, and the amount of the Reserve Account Requirement for the Reserve Account, subject to the limitations of the Code.

(G) Term of the Bonds. The Bonds shall mature no later than December 31, 2054.

(H) Bond Insurer. Either the President, City Manager or the Finance Director may determine whether it is in the best interest of the City to obtain a municipal bond insurance policy, Reserve Account Insurance Policy, or both, and if so determined, to execute any commitment or any other agreement relating to same. If the City should determine that the Bonds will not be insured, any reference to the Insurer, the Insurance Policy, the Reserve Account Insurance Policy or the Surety Provider herein shall be of no force or effect.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF BONDS

Section 301. Authorization of Bonds. For the purpose of protecting the public health, conserving the property and advancing the general welfare of the citizens of the City and the County and of defraying wholly or in part the Cost of the Project, the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024” in an aggregate principal amount set forth in the Sale Certificate (but not to exceed \$62,000,000) are hereby authorized to be issued; and the City pledges irrevocably, but not necessarily exclusively, the Net Revenues to the payment of the Bond Requirements of the Bonds.

Section 302. Bond Details.

A. Basic Provisions. The Bonds shall be issued in fully registered form (*i.e.* registered as to payment of both principal and interest), in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be lettered “R” and shall be numbered separately from 1 upward. The Bonds shall be dated as of the date of delivery of the Bonds. The Bonds shall mature on December 1, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the City or the County. Interest on the Bonds shall be calculated on the basis of a 360 day year of twelve 30 day months, payable semiannually on each June 1 and December 1, commencing on the date provided in the Sale Certificate.

B. Payment of Bonds. The principal of each Bond shall be payable at the principal corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owners of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond shall be made to the Owner thereof by the Paying Agent on or before each interest payment date, (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to such Owner at his or her address as it appears on the registration records kept by the Paying Agent on the Record Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the Paying Agent’s registration books on a date selected by the Paying Agent, 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 between the Owner 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, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

Section 303. Execution of Bonds. The Bonds shall be executed in the name of the City by the manual or facsimile signature of the President of the Council, sealed with a manual or facsimile impression of the seal of the City, and attested by the manual or facsimile signature of the City Clerk; and shall be approved by the County with the manual or facsimile signature of the Chair of the Board, sealed with a manual or facsimile impression of the seal of the County, and attested by the manual or facsimile signature of the County Clerk. Any Bond may be signed (manually or by facsimile), approved, sealed or attested on behalf of the City or the County by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The President, the City Clerk, the Chair of the Board, and the County Clerk 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 on any of the Bonds. Before the execution of any Bond, the President, the City Clerk, the Chair of the Board, and the County Clerk shall each file with the Secretary of State of the State his or her manual signature certified by him or her under oath.

Section 304. Authentication Certificate. The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds attached to this Ordinance as Exhibit A. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

Section 305. Registration and Payment. The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as herein provided. Except as provided in Section 307 hereof, the Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or his or her legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. 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 308 hereof.

Section 306. Transfer and Exchange. Any Bond may be transferred upon the records required to be kept pursuant to the provisions of Section 305 hereof by the Person in

whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds for a like aggregate principal amount and of the same maturity and interest rate and of any authorized denominations. The Bonds may be exchanged by the Paying Agent for a like aggregate principal amount of Bonds of the same maturity and interest rate and of other authorized denominations. The execution by the City, and approval by the County, of any Bond of any denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to authenticate and deliver such Bond.

The Paying Agent shall not be required to transfer or exchange (A) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day such notice is mailed, or (B) any Bond so selected for redemption in whole or in part after the mailing of notice calling such Bond or any portion thereof for prior redemption except the unredeemed portion of Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, and may charge a sum sufficient to pay the cost of preparing each new Bond upon each exchange or transfer and any other expenses of the City, the County, or the Paying Agent incurred in connection therewith.

The foregoing provisions of this Section are subject to the provisions of Section 308 hereof.

Section 307. Bond Replacement. Upon receipt by the City and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (A) the City shall execute, the County shall approve, and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond or (B) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the City may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the City, the County, and of the Paying Agent in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 308. Custodial Deposit.

A. Depository. Notwithstanding any contrary provision of this Ordinance, the Bonds initially shall be evidenced by one Bond of the same maturity and interest rate in

denominations equal to the aggregate principal amount of the Bonds of the same maturity and interest rate. Such initially delivered Bonds shall be registered in the name of “Cede & Co.” as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

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

(2) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) or this clause (2) of this paragraph A, or a determination by the Council that The Depository Trust Company or such successor or a new depository institution is no longer able to carry out its functions, and the designation by the Council of another depository institution acceptable to the Council and to the depository then holding the Bonds, which new depository must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor new depository institution; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) above or designation of a new depository institution pursuant to clause (2) above, or a determination of the Council that The Depository Trust Company or such successor or depository institution is no longer able to carry out its functions, and the failure by the Council, after reasonable investigation, to locate another depository institution under clause (2) to carry out such depository institution functions.

B. Successor. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of paragraph A hereof, upon receipt of the outstanding Bonds by the Paying Agent together with written instructions for transfer satisfactory to the Paying Agent, a new Bond for each maturity and interest rate of the Bonds then outstanding 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 clause (3) of paragraph A hereof and the failure after reasonable investigation to located another qualified depository institution for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, new Bonds shall be issued in authorized denominations as provided in and subject to the limitations of Sections 302, 305, and 306 hereof, registered in the names of such persons, as are requested in such written transfer instructions; however, the Paying Agent 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.

C. Absolute Owner. The Council and the Paying Agent shall be entitled to treat the Owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Council and the Paying Agent shall have no responsibility for transmitting payments or notices to

the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph A hereof.

D. Payment. The Council and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of paragraph A hereof in effectuating payment of the principal amount of the Bonds upon maturity or prior redemption by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Redemption. Upon any partial redemption of Bonds of the same maturity and interest rate, Cede & Co. (or its successor) in its discretion may request the City to issue, the County to approve, and the Paying Agent to 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. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

Section 309. Bond Cancellation. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled and destroyed by the Paying Agent, and a certificate of such cancellation and destruction shall be furnished by the Paying Agent to the City.

Section 310. Incontestable Recital in Bonds. Pursuant to Article XX of the State Constitution, the Supplemental Public Securities Act and this Ordinance, each Bond shall recite that it is issued under the authority of this Ordinance and the Supplemental Public Securities Act and that it is the intention of the City that such recital shall conclusively impart full compliance with all the provisions of this Ordinance and shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value and that all of the Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

Section 311. Bond Form. Subject to the provisions of this Ordinance, each Bond shall be in substantially the form attached hereto as Exhibit A, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, be consistent with this Ordinance or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

ARTICLE IV

REDEMPTION

Section 401. Optional Redemption. The Bonds will be subject to redemption at the option of the City from any legally available funds on the dates, at the prices, and in the manner set forth in the Sale Certificate.

Notwithstanding the foregoing, the Bonds may not be redeemed pursuant to this Section unless all Policy Costs, if any, due and owing at the time to the Surety Provider have been paid.

Section 402. Mandatory Sinking Fund Redemption. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without further instruction or notice from the City.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund Redemption Date, the City may (A) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (B) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the same maturity and interest rate subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof against the obligation of the City on such sinking fund date and such sinking fund obligation will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the preceding sentence are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this paragraph.

Section 403. Partial Redemption. 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 Paying Agent shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Section 404. Notice of Prior Redemption. Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class, postage prepaid mail or by electronic means to The Depository Trust Company or its successors, not more than 60 nor less than 30 days prior to the Redemption Date

to each Owner at his address as it last appears on the registration books kept by the Paying Agent; but neither failure to give such notice nor any defect therein shall affect the redemption of any Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the Redemption Date, and shall further state that on such Redemption Date there will become and be due and payable upon each Bond so to be redeemed, at the Paying Agent, the principal amount thereof, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the principal office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption. No further interest shall accrue on the principal of any such Bond called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds 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 Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed, or (b) be given only if funds sufficient to pay the redemption price of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

Section 405. Bonds Owned by the City or the County. Bonds owned by or on behalf of the City or the County shall not be subject to redemption. At any time the City or the County may surrender any Bonds owned by or on behalf of the City or the County to the Paying Agent, which shall promptly cancel such Bonds.

Section 406. No Partial Redemption After Default. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default hereunder, there shall be no redemption of less than all of the Bonds at the time Outstanding (other than pursuant to Section 402 hereof).

ARTICLE V

USE OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Disposition of Bond Proceeds. The proceeds of the Bonds (net of underwriting discount), upon the receipt thereof, shall be accounted for in the following manner and priority:

A. Reserve Account. An amount equal to the Reserve Account Requirement for the Bonds, if so specified in the Sale Certificate, shall be credited to the special and separate account hereby created and to be known as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024, Reserve Account.”

B. Costs of Issuance. An amount sufficient to pay the costs of issuing the Bonds, as described in the Paying Agent Agreement shall be credited to the fund created in the Paying Agent Agreement and known as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024, Costs of Issuance Fund.”

C. Acquisition Fund. The remaining proceeds derived from the sale of the Bonds, upon the receipt thereof, shall be credited to the special and separate account hereby created and to be known as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024, Acquisition Fund.” Except as otherwise provided herein, the moneys in the Acquisition Fund shall be used solely for the purpose of paying the Cost of the Project and for the purposes set forth herein.

On the date of delivery of the Bonds, the City shall pay from the net proceeds of the Bonds the premiums payable to the Insurer, if any, for its Insurance Policy, and to the Surety Provider, if any, for its Reserve Account Insurance Policy.

Except as otherwise provided herein, the moneys in the Acquisition Fund shall be used solely for the purpose of paying the Costs of the Project and for the purposes set forth in Section 502 hereof.

Section 502. Payment of Expenses. Moneys deposited in the Acquisition Fund pursuant to Section 501 hereof may be used and paid out by the City to defray the administrative costs of the Project, including, without limitation, amounts to be paid to the Paying Agent, legal fees, accounting fees, financial advisory fees, printing costs and rating fees. The City may defray any such administrative costs from time to time as Operation and Maintenance Expenses to the extent the moneys deposited in the Acquisition Fund pursuant to Section 501 hereof are insufficient therefor.

Section 503. Completion of Project. When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative costs of the Project referred to in Section 502 hereof, are paid, or for which full provision is made, the Finance Director, shall cause all surplus moneys remaining in the Acquisition Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred as follows: (a) to the Rebate Fund so as to enable the City to comply with the

requirements of the Tax Compliance Certificate with respect to the Bonds, (b) to the Reserve Account to such extent as shall not cause the amount in the Reserve Account to exceed the Reserve Account Requirement, (c) to the Bond Account to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds and (d) used exclusively for other capital expenditures related to the Joint System, unless the City obtains an opinion of Bond Counsel that the remaining funds in the Acquisition Fund may be used for another purpose. Nothing herein prevents the transfer from the Acquisition Fund to the Bond Fund, at any time prior to the termination of the Acquisition Fund, of any moneys which the Finance Director by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Account or the Reserve Account.

Section 504. Lien on Bond Proceeds. Until the proceeds of the Bonds deposited in the Acquisition Fund are applied as herein provided, such Bond proceeds are subject to a lien thereon and pledge thereof for the benefit of the Owners of the Outstanding Bonds as provided in Section 601 hereof.

Section 505. Purchaser Not Responsible. The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Purchaser and any subsequent Owners of any of the Bonds are not responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

ARTICLE VI

ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES

Section 601. Pledge Securing Bonds. Subject only to the right of the City to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses of the Joint System, the Gross Revenues and, subject to the right of the City to cause amounts to be withdrawn to pay the Cost of the Project as provided herein and other than moneys and securities held in the Rebate Fund to the extent such amounts are required to be paid to the United States, all moneys and securities paid or to be paid to or held or to be held in any account under this Article or under Section 501 hereof are hereby pledged, and a lien thereon is hereby created, to secure the payment of the Bond Requirements of the Outstanding Bonds and to secure the obligations of the City to pay the Policy Costs. The pledge of the Net Revenues to secure the payment of the Bond Requirements of the Outstanding Bonds and any Parity Lien Bonds is on a parity with the pledge of the Net Revenues for, and lien thereon of the Parity Lien Bonds heretofore issued and any other Parity Lien Bonds hereafter issued in compliance with the provisions of Article VIII hereof. The pledge of Net Revenues to secure the payment of the Policy Costs is subordinate only to the pledge to pay the Bond Requirements with respect to the Bonds and any Parity Lien Bonds. The pledge of the Net Revenues and the funds or accounts as described in this Section shall be valid and binding from and after the date of the delivery of the Bonds, and the moneys as received by the City and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City and/or the County except any Outstanding Parity Lien Bonds heretofore or hereafter authorized and any Policy Costs as provided herein. The lien of the pledge of the Net Revenues and the funds or accounts as described in this section shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 602. Income Fund Deposits. So long as any of the Bonds shall be Outstanding, as to any Bond Requirements related to the Bonds and the Parity Lien Bonds, the entire Gross Revenues, upon their receipt from time to time by the City, shall be set aside and credited immediately to the special and separate account known as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Income Fund.”

Section 603. Administration of Income Fund. So long as any of the Bonds and any Parity Lien Bonds shall be Outstanding, as to any Bond Requirements, the following payments shall be made from the Income Fund, as provided in Sections 604 through 610 hereof.

Section 604. Operation and Maintenance Expenses. First, as a first charge on the Income Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Income Fund at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be used for other purposes of the Income Fund as herein provided.

Section 605. Bond Account Payments. Second, from any remaining Net Revenues, there shall be credited, concurrently with amounts required to meet the Bond Requirements for any Outstanding Parity Lien Bonds heretofore or hereinafter issued, to the special and separate account created herein exclusively for the Bonds and known as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024, Bond Account” the following amounts:

A. Use of Moneys in the Bond Account. Moneys deposited in the Bond Account shall be used solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds. Separate bond accounts shall be established for any Parity Lien Bonds hereinafter issued. The Bond Account and any additional bond accounts established to pay the principal of and interest on Parity Lien Bonds hereinafter issued either presently have or will have upon their issuance a claim to the Net Revenues equal to and on a parity with that of the Bond Account.

B. Deposits to the Bond Account. On or before the last day of each month, commencing in the month next succeeding the date of issuance of the Bonds, the City shall deposit to the Bond Account from the Net Revenues an amount equal to the Pro Rata Portion of the interest and principal to come due on the Bonds on the next succeeding interest payment date, concurrently with the deposits to all separate accounts of amounts equal to the Pro Rata Portion of the interest and principal to come due on any Outstanding Parity Lien Bonds on the next succeeding interest payment date. All deposits to the Bond Account shall first be allocated to the payment of interest to come due on the Bonds.

C. Investments. Moneys deposited in the Bond Account may be invested or deposited in securities or obligations which are Investment Securities. The investment of moneys deposited in the Bond Account shall, however, be subject to the covenants and provisions of the Tax Compliance Certificate.

Section 606. Reserve Account. Third, from any remaining Net Revenues, there shall be credited, if necessary, sufficient amounts into a separate account known as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024, Reserve Account,” any amounts necessary to meet the Reserve Account Requirement, and to any such similar account created pursuant to an ordinance authorizing the issuance of Parity Lien Bonds, on a pro rata basis.

Upon the execution and delivery of the Bonds, the amount set forth in Section 501(A) hereof shall be deposited into the Reserve Account from proceeds of the Bonds or a Surety Bond. Notwithstanding any other provisions in this Ordinance to the contrary, moneys on deposit in Reserve Account shall only be used to pay debt service on the Bonds to the extent of any deficiency in the Bond Account, to pay rebate on the Bonds, or may be applied to the defeasance of the Bonds.

A. Use of Moneys in the Reserve Account. Moneys in the Reserve Account shall be used, if necessary, only to prevent a default in the payment of the principal of, premium, if any, and interest on the Bonds when due. Moneys on deposit in the Reserve Account, proceeds of the liquidation of Investment Securities on deposit in the Reserve Account, or moneys available

from a Reserve Account Insurance Policy shall be transferred to the Bond Account on any date on which a payment of principal of, premium, if any, or interest on the Bonds is due to the extent the amount on deposit in the Bond Account is insufficient to make such payment.

B. Funding and Maintenance of Reserve Account Requirement. The Reserve Account Requirement shall be funded and maintained by any one of or any combination of (i) cash; (ii) Investment Securities; and (iii) a Reserve Account Insurance Policy which provides for payments when and as required for purposes of the applicable reserve account and is issued by an obligor whose obligations such as the Reserve Account Insurance Policy are either (A) rated by a rating agency as investment grade or (B) if a rating has been obtained on the Bonds whose obligations are rated by each rating agency that then maintains a rating on the Bonds in a category (or comparable classification) equal to or higher than the category, if any, in which the Bonds are rated. To the extent that the Reserve Account Requirement is funded from Investment Securities, such investments shall have an aggregate weighted term to maturity of not greater than five years.

C. Valuation of Deposits. Cash shall satisfy the Reserve Account Requirement by the amount of cash on deposit. Investment Securities shall satisfy the Reserve Account Requirement by the value of such investments. The value of each Permitted Investment on deposit in the Reserve Account shall be (i) its purchase price from the date of purchase until the first date thereafter on which the Reserve Account Requirement is calculated pursuant to paragraph D. of this section and (ii) following each date on which the Reserve Account Requirement is calculated pursuant to paragraph D. of this section until the next date on which the Reserve Account Requirement is so calculated, its fair market value determined as of such calculation date. A Reserve Account Insurance Policy shall satisfy the Reserve Account Requirement by the amount payable to the City pursuant to such policy.

D. Calculation of Reserve Account Requirement and Transfers Resulting from Calculation. The Reserve Account Requirement shall be calculated as of (i) the date of issuance of the Bonds; and (ii) not less than every six months. If at any time the calculated amounts of the Reserve Account are less than the Reserve Account Requirement or transfers are made from the Reserve Account as provided in paragraph (A) hereof, then the City shall deposit to the Reserve Account from the Net Revenues amounts sufficient to bring the amounts deposited in the Reserve Account to the Reserve Account Requirement. If at any time the calculated amounts of the Reserve Account are more than the Reserve Account Requirement, then the City shall transfer from the Reserve Account to the Bond Account any amounts which are in excess of the Reserve Account Requirement. Such deposits shall be made as soon as possible after such use or calculation, but in accordance with and subject to the limitations of this Article VI.

E. Transfer of Interest Income. The investment of moneys deposited in the Reserve Account shall be subject to the covenants and provisions of Sections 704 and 930 hereof, and shall be distributed as required by Section 704 hereof or as otherwise permitted by the Tax Compliance Certificate.

Section 607. Rebate Fund. Fifth, concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the “City of Grand Junction, Colorado, Joint Sewer System Revenue Bonds, Series 2024,

Rebate Fund” moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the City to comply with Section 930 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Ordinance to the extent that such amounts are required to be paid to the United States Treasury. The City shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, the City shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Reserve Account (to the extent permitted by Section 606 hereof) and the Bond Account. Upon receipt by the City of an opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Income Fund.

Section 608. Payment of Additional Securities. Sixth, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 604 through 608 hereof, any moneys remaining in the Income Fund may be used by the City for the payment of Bond Requirements of subordinate securities, including reasonable reserves for such subordinate securities and for rebate of amounts to the United States Treasury with respect to such subordinate securities.

Section 609. Use of Remaining Revenues. After the payments hereinabove required to be made by Sections 604 through 609 hereof are made, any remaining Net Revenues in the Income Fund shall be used, first, for any one or any combination of necessary purposes relating to the operation, improvement or debt management of the Joint System and, second, to the extent of any remaining surplus, for any one or any combination of lawful purposes as the Council, with the consent of the Board, may from time to time conclusively determine.

ARTICLE VII

GENERAL ADMINISTRATION

Section 701. Administration of Accounts. The special accounts designated in Articles V and VI hereof shall be administered as provided in this Article (but not any account under Section 1201 hereof).

Section 702. Places and Times of Deposits. Except as hereinafter provided, each of such special accounts shall be maintained by the City as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds not less than (a) one Business Days prior to each interest payment date and each maturity or mandatory Redemption Date, if funds are delivered by wire transfer, or (b) three Business Days prior to each payment date if funds are delivered by another method of payment, in immediately available amounts sufficient to pay the Bond Requirements then becoming due on the Outstanding Bonds.

Section 703. Investment of Moneys. Any moneys in the Acquisition Fund, Income Fund, Bond Account, Reserve Account and Rebate Fund and not needed for immediate use shall be invested or reinvested by the Finance Director in Investment Securities. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Finance Director at the time of such investment or reinvestment; provided that (1) Investment Securities credited to the Reserve Account shall not mature later than ten years from the date of such investment or reinvestment and (2) collateral securities of any Investment Securities may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Investment Securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 704. Accounting for Investments. The Investment Securities so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Income Fund, the Acquisition Fund, the Bond Account and the Rebate Fund shall be credited to such Fund, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Income Fund, the Acquisition Fund, the Bond Account, the Reserve Account and the Rebate Fund shall be charged or debited to such Fund. Any interest or other gain from any investment or reinvestment of moneys

accounted for in the Reserve Account (a) shall be credited to the Rebate Fund or the Bond Account, at the discretion of the Finance Director, if the amount credited to the Reserve Account immediately after such credit to the Rebate Fund or the Bond Account is not less than the Reserve Account Requirement and (b) if the amount credited to the Reserve Account is less than the Reserve Account Requirement, shall be credited to the Reserve Account (up to the amount of the deficiency). No loss or profit in any account on any investments or reinvestments in Investment Securities shall be deemed to take place as a result of market fluctuations of the Investment Securities prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Investment Securities shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the City until such gain is realized by the presentation of matured coupons for payment or otherwise.

Section 705. Redemption or Sale of Investment Securities. The Finance Director shall present for redemption or sale on the prevailing market at the best price obtainable any Investment Securities so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Finance Director or any other officer or employee of the City shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Ordinance.

Section 706. Character of Funds. The moneys in any account designated in Articles V and VI hereof shall consist either of lawful money of the United States or Investment Securities, or both such money and such Investment Securities. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 707. Payment of Bond Requirements. The moneys credited to any fund or account designated in Article VI hereof for the payment of the Bond Requirements of any Bonds shall be used without requisition, voucher, warrant, further order or authority (other than is contained herein), or any other preliminaries, to pay promptly the Bond Requirements of any Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

ARTICLE VIII

SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 801. Lien Status. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Revenues on a parity with the lien of the Net Revenues of the Parity Lien Bonds. The Policy Costs constitute an irrevocable and subordinate lien (but not necessarily an exclusive subordinate lien) upon the Net Revenues.

Section 802. Equality of Bonds. The Bonds and any Parity Lien Bonds heretofore issued or hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Revenues and shall not be entitled to any priority one over the other in the application of the Net Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Lien Bonds, it being the intention of the Council and the Board that there shall be no priority among the Bonds and any such Parity Lien Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Acquisition Fund, the Bond Account and the Reserve Account shall secure only the Bonds and the moneys in any Acquisition, bond, reserve or similar funds established for other Parity Lien Bonds shall secure only such Parity Lien Bonds, and (b) other Parity Lien Bonds may have a lien on Net Revenues on a parity with the lien thereon of the Bonds even if no Reserve Account is established for such Parity Lien Bonds or a Reserve Account is established but with a different requirement as to the amount of moneys (or the value of a Reserve Account insurance policy with respect to such Parity Lien Bonds) required to be on deposit therein or the manner in which such Reserve Account is funded or the period of time over which such Reserve Account is funded.

Section 803. Issuance of Parity Lien Bonds. Nothing herein prevents the issuance by the Council, with the consent of the Board, of additional securities payable from the Net Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds; but before any such additional Parity Lien Bonds, except as provided in Section 808 hereof, are authorized or actually issued, all of the following conditions must be satisfied:

A. Absence of Default. At the time of the adoption of the ordinance authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Article VI hereof, including any payments of Policy Costs.

B. Historic Earnings Test. The Net Revenues for any 12 consecutive months out of the 18 months preceding the month in which such securities are to be issued are at least equal to the sum of (1) 110% of the Combined Maximum Annual Principal and Interest Requirements of (a) the Outstanding Bonds and any Outstanding Parity Lien Bonds, (b) such proposed Parity Lien Bonds to be issued and (c) 100% of the Policy Costs then due and owing, if any, except as hereinafter otherwise expressly provided and (2) 100% of maximum annual debt service of all other indebtedness payable from the Net Revenues.

C. Adjustment of Gross Pledged Revenues. In any computation under paragraph B of this Section, the amount of the Gross Revenues for the applicable period shall be

decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the Finance Director, as the case may be, which results from any changes which became effective not less than 60 days prior to the last day of the period for which Gross Revenues are determined in any schedule of fees, rates and other charges constituting Gross Revenues based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Revenues need not be decreased by the amount of any such estimated loss to the extent the Independent Accountant, the Independent Engineer or the Finance Director estimates the loss is temporary in nature or will be offset within a reasonable temporary period by an increase in revenues or a reduction in Operation and Maintenance Expenses not otherwise included in the calculations under this Section, and estimates any loss under this sentence will not at any time materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 921 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

D. Reduction of Annual Requirements. The respective annual Bond Requirements (including as such a requirement the amount of any prior redemption premiums due on any Redemption Date) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank, including the known minimum yield from any investment in Federal Securities and any bank deposits, including any certificate of deposit.

E. Consideration of Additional Expenses. In determining whether or not additional Parity Lien Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the Joint System as estimated by the Finance Director that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional securities; but the Finance Director may reduce any such increase in Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from the Capital Improvements to which such expenditure relates and not otherwise included in the calculations under this Section, if the Finance Director also opines that any such reduction in any such increase in Operation and Maintenance Expenses will not materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 921 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

Section 804. Certification of Revenues. A written certificate or written opinion by the Finance Director under Section 803(B) that such annual revenues, when adjusted as hereinabove provided in subsections (C), (D), and (E) of Section 803 hereof, are sufficient to pay such amounts, as provided in subsection (B) of Section 803 hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional securities on a parity with the Bonds, subject to approval by the Board.

Section 805. Subordinate Securities Permitted. Nothing herein prevents the City from issuing additional securities payable from the Net Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Section 806. Superior Securities Prohibited. Nothing herein permits the City to issue additional securities payable from the Net Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

Section 807. Use of Proceeds. The proceeds of any additional parity securities payable from any Net Revenues shall be used only to finance Capital Improvements or to refund other securities payable from Net Revenues, regardless of the priority or the lien of such securities on Net Revenues.

Section 808. Issuance of Refunding Securities. The Council, with the approval of the Board, may issue any refunding securities payable from Net Revenues to refund any Outstanding Bonds, Parity Lien Bonds or any subordinate securities heretofore or hereafter issued, with such details as the Council may by ordinance provide so long as there is no impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such Outstanding securities of any one or more issues; but so long as the Bonds, or any part thereof, are Outstanding, refunding securities payable from Net Revenues may be issued on a parity with the unrefunded Bonds only if:

A. Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded portion of the Bonds; or

B. Requirements Not Increased. The Combined Maximum Annual Principal and Interest Requirements for the Bonds and Parity Lien Bonds Outstanding immediately after the issuance of the refunding securities is not greater than the Combined Maximum Annual Principal and Interest Requirements for all Bonds and Parity Lien Bonds Outstanding immediately prior to the issuance of the refunding securities and the lien of any refunding Parity Lien Bonds on the Net Pledged Revenues is not raised to a higher priority than the lien thereon of any securities thereby refunded; or

C. Earnings Test. The refunding securities are issued in compliance with Section 803(B) hereof.

ARTICLE IX

PROTECTIVE COVENANTS

Section 901. General. The City hereby covenants and agree with the Owners of the Bonds and makes provisions which shall be a part of their contract with such Owners to the effect and with the purpose set forth in the following Sections of this Article.

Section 902. Performance of Duties. The City, acting by and through the Council or otherwise, and the County to the extent required by the Policy Agreement, acting by and through the Board, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Revenues and the Joint System required by the Constitution and laws of the State, and various ordinances of the City, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or the use of the Joint System, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Gross Revenues and their application from time to time to the respective accounts provided therefor.

Section 903. Contractual Obligations. The City shall perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Gross Revenues, the Project, or the Joint System, or any combination thereof, with any other Persons.

Section 904. Further Assurances. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Gross Revenues and other moneys and accounts hereby pledged or assigned, or intended so to be, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the City amendatory thereof, or supplemental thereto. The City, acting by and through the Council or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Gross Revenues and other moneys and accounts pledged hereunder and all the rights of every Owner of any Bond hereunder against all claims and demands of all Persons whomsoever.

Section 905. Conditions Precedent. Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, the Enterprise Act, the Supplemental Public Securities Act, this Ordinance or any other applicable law to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the State Constitution.

Section 906. Efficient Operation and Maintenance. The City shall at all times operate the Joint System properly and in a sound and economical manner; and the City shall maintain, preserve and keep the same properly or cause the same so to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order

and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Joint System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the City in connection with the maintenance, repair and operation of the Joint System shall be reasonable and proper.

Section 907. Rules, Regulations and Other Details. The City, acting by and through the Council, shall establish and enforce reasonable rules and regulations governing the operation, use and services of the Joint System. The City shall observe and perform all of the terms and conditions contained in this Ordinance and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Joint System or to the City.

Section 908. Payment of Governmental Charges. The City shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Joint System, or upon any part thereof, or upon any portion of the Gross Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Joint System or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The City shall not create or suffer to be created any lien upon the Joint System, or any part thereof, or upon the Gross Revenues, except the pledge and lien created by this Ordinance for the payment of the Bond Requirements of the Bonds and except as herein otherwise permitted. The City shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Joint System, or any part thereof, or the Gross Revenues; but nothing herein requires the City to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 909. Protection of Security. The City, the officers, agents and employees of the City, and the Council, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bond Requirements of the Bonds and any other securities payable from the Net Revenues or any Policy Costs relating thereto according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bond or other security payable from Net Revenues or any Policy Costs relating thereto might be prejudicially and materially impaired or diminished.

Section 910. Prompt Payment of Bonds. The City shall promptly pay the Bond Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 911. Use of Bond and Reserve Accounts. The Bond Account and the Reserve Account shall be used solely and only and the moneys credited to such accounts are hereby pledged for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 606, 704 and 1201 hereof.

Section 912. Other Liens. Other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the Joint System, or any part thereof, or on or against the Gross Revenues on a parity with or superior to the lien thereon of the Bonds.

Section 913. Corporate Existence. The City shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the City and is obligated by law to operate and maintain the Joint System and to fix and collect the Gross Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

Section 914. Disposal of Joint System Prohibited. Except for the use of the Joint System and services pertaining thereto in the normal course of business, neither all nor a substantial part of the Joint System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all the Bonds have been paid in full, as to all Bond Requirements, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized; and neither the City nor the County shall not dispose of its respective title to the Joint System or to any useful part thereof, including any property necessary to the operation and use of the Joint System and the lands and interests in lands comprising the sites of the Joint System, except as provided in Section 915 hereof.

Section 915. Disposal of Unnecessary Property. The City or the County at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the Joint System and not useful in the construction, reconstruction or operation thereof, or which shall cease to be necessary for the efficient operation of the Joint System, or which shall have been replaced by other property of at least equal value. Any proceeds of any such sale, exchange or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the City in the Income Fund or into a special book account for the betterment, enlargement, extension, other improvement and equipment of the Joint System, or any combination thereof, as the Council and the Board may determine, and any proceeds of any such lease received shall be deposited by the City as Gross Revenues in the Income Fund.

Section 916. Competing System. So long as any of the Bonds are Outstanding, the City shall not grant any franchise or license to any competing facilities so that the Gross Revenues shall not be sufficient to satisfy the covenant in Section 921 hereof.

Section 917. Loss From Condemnation. If any part of the Joint System is taken by the exercise of the power of eminent domain, the amount of any award received by the City or the County as a result of such taking shall be paid into the Income Fund or into a capital improvement account pertaining to the Joint System for the purposes thereof, or, applied to the redemption of the Outstanding Bonds and any Outstanding Parity Lien Bonds relating thereto, all as the Council and the Board may determine.

Section 918. Employment of Management Engineers. If the City defaults in paying the Bond Requirements of the Bonds and any other securities or Policy Costs relating thereto payable from the Gross Revenues promptly as the same fall due, or if the City or the County defaults in the keeping of any of its covenants herein contained, and if such default continues for a period of 60 days, or if the Net Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds and any other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Ordinance) or Policy Costs relating thereto payable from the Net Revenues in that Fiscal Year, the City shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the Joint System so long as such default continues or so long as the Net Revenues are less than the amount hereinabove designated in this Section.

Section 919. Budgets. The Council and the Board, and officials of the City and the County, shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the Joint System.

Section 920. Reasonable and Adequate Charges. While the Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the City for the use of or otherwise pertaining to and services rendered by the Joint System to the City, to its inhabitants and to all other users within and without the boundaries of the County shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the Joint System, the Operation and Maintenance Expenses thereof, and the amounts necessary to meet the Bond Requirements of all Bonds and any other securities payable from the Net Revenues, including, without limitation, reserves and any replacement accounts therefor.

Section 921. Adequacy and Applicability of Charges. There shall be charged against users of service pertaining to and users of the Joint System, including the City and the County, except as provided by Section 922 hereof, such fees, rates and other charges so that the Gross Revenues shall be adequate to meet the requirements of this and the preceding Sections hereof. Such charges pertaining to the Joint System shall be at least sufficient so that the Gross Revenues annually are sufficient to pay in each Fiscal Year:

A. Operation and Maintenance Expenses. An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year,

B. Principal and Interest. An amount equal to 110% of both the principal and interest on the Bonds and any Parity Lien Bonds then Outstanding payable from the Net Revenues in that Fiscal Year (excluding the reserves therefor), and

C. Deficiencies. Any amounts required to pay all Policy Costs, if any, due and owing and all sums, if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the Gross Revenues or any securities payable therefrom.

Section 922. Limitations Upon Free Service. The City shall furnish no free service from the Joint System, and if the City or the County shall use the facilities of the Joint System for its own purposes, it shall pay monthly a fair and reasonable amount for such service;

provided that nothing herein shall require the City or the County to charge tap fees to public buildings owned by the City or the County or located on lands owned by the City or the County or for irrigation of land owned by the City or the County. In no event shall the City or the County pay a greater amount than would be charged a private consumer for the same amount of service. The City shall include in its annual appropriation and budget amounts sufficient to pay for all service so used.

Section 923. Levy of Charges. The Council and the Board shall forthwith and in any event prior to the delivery of any of the Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 921 hereof, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the Joint System may be made:

A. Proper Application. Unless the City and the County have fully complied with the provisions of Article VI of this Ordinance for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

B. Sufficient Revenues. Unless the audit required by the Independent Accountant by Section 927 hereof for the full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule for the Joint System, after the schedule's proposed reduction, shall be at least sufficient to produce the amounts required by Section 921 hereof.

Section 924. Collection of Charges. The City shall use commercially reasonable best efforts to cause all fees, rates and other charges pertaining to the Joint System to be collected as soon as is reasonable, shall prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the Joint System, and shall provide methods of collection and penalties, to the end that the Gross Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance supplemental thereto.

Section 925. Procedure for Collecting Charges. All bills for water services or facilities, sanitary sewer services and all other services or facilities furnished or served by or through the Joint System shall be rendered to customers on a regularly established basis. The fees, rates and other charges due shall be collected in a lawful manner, including, without limitation, discontinuance of service.

Section 926. Maintenance of Records. So long as any of the Bonds and any other Parity Lien Bonds payable from the Gross Revenues remain Outstanding, proper books of record and account shall be kept by the City, separate and apart from all other records and accounts.

Section 927. Audits Required. The City, within 210 days following the close of each Fiscal Year, cause an audit for the Fiscal Year of such books and accounts to be made by an Independent Accountant, showing the receipts and disbursements for each account pertaining to the Joint System and the Gross Revenues.

Section 928. Accounting Principles. Joint System records and accounts, and audits thereof, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for utility operations comparable to the Joint System, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this Ordinance.

Section 929. Insurance and Reconstruction. Except to the extent of any self-insurance, the City shall at all times maintain, or cause to be maintained, with responsible insurers fire and extended coverage insurance, worker's compensation insurance, public liability insurance and all such other insurance as is customarily maintained with respect to utilities of like character against loss of or damage to the Joint System and against loss of revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City, the County, and of each Owner of a Bond. If any useful part of the Joint System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently proceed with the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of any use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Income Fund by the City as revenues derived from the operation of the Joint System. If the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for the payment of the same, moneys in the Income Fund shall be used to the extent necessary for such purposes, as permitted by Section 610 hereof.

Section 930. Federal Income Tax Exemption. The City covenants for the benefit of the Owners of the Bonds at any time Outstanding that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City 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 Tax Code, (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 Tax Code, except to the extent that such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law. In furtherance of this covenant, the City agrees to comply with the procedures set forth in the Tax Compliance Certificate with respect to the Bonds. 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 City in fulfilling the above covenant under the Tax Code and Colorado Law have been met.

Section 931. Continuing Disclosure. The City shall comply with the provisions of the Continuing Disclosure Certificate. Any failure by the City to perform in accordance with this Section shall not constitute an Event of Default under this Ordinance, and the rights and remedies provided by this Ordinance upon the occurrence of an Event of Default

shall not apply to any such failure. The Paying Agent shall not have any power or duty to enforce this Section. No Owner of a Bond shall be entitled to damages for the City's non-compliance with its obligations under this Section; however, the Owners of the Bonds may enforce specific performance of the obligations contained in this Section by any judicial proceeding available.

ARTICLE X

PRIVILEGES, RIGHTS AND REMEDIES

Section 1001. Owners' Remedies. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided and this Ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Gross Revenues and the proceeds of the Bonds.

Section 1002. Right to Enforce Payment. Nothing in this Article affects or impairs the right of any Owner of any Bond to enforce the payment of the Bond Requirements due in connection with his or her Bond or the obligation of the City to pay the Bond Requirements of each Bond to the Owner thereof at the time and the place expressed in the Bond.

Section 1003. Events of Default. Each of the following events is hereby declared an "Event of Default," provided however, that in determining whether a payment default has occurred pursuant to paragraphs A or B of this Section, no effect shall be given to payments made under the Insurance Policy:

A. Nonpayment of Principal. Payment of the principal of any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. Nonpayment of Interest. Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

C. Cross Defaults. The occurrence and continuance of an "event of default," as defined in any Parity Bond Ordinance;

D. Failure to Reconstruct. The City unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the Joint System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the Joint System;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the City and the County appointing a receiver or receivers for the Joint System or for the Gross Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the City or the County is not vacated or discharged or stayed on appeal within 60 days after entry;

F. Default Under Insurance Policy. If an event of default shall have occurred and be continuing under the provisions of the Insurance Policy; and

G. Default of Any Provision. The City defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed (other than Section 931 hereof), and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the City and the Insurer specifying the failure and requiring that it be remedied, which notice shall be given by the Paying Agent at the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 1004. Remedies for Defaults. Upon the happening and continuance of any Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the City, and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds and any other Parity Lien Bonds. The City shall not be liable for incidental, punitive, exemplary or consequential damages, or for lost profits, whether direct or indirect. Acceleration shall not be a remedy upon the happening or continuance of any Event of Default. Notwithstanding the foregoing provisions of this Section, nothing in this Ordinance shall act as or be deemed to be a waiver by the City of the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as now or hereafter amended.

Section 1005. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the City, may enter and may take possession of the Joint System, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Revenues arising after the appointment of such receiver in the same manner as the City itself might do.

Section 1006. Rights and Privileges Cumulative. The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the City, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 1007. Duties upon Defaults. Upon the happening of any Event of Default, the City shall do and perform all proper acts on behalf of and for the Owners of Bonds to protect and to preserve the security created for the payment of the Bonds and to insure the

payment of the Bond Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Gross Revenues shall be paid into the Bond Account and into bond or similar funds established for other Parity Lien Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Lien Bonds then Outstanding. If the City fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the City under any agreement, lease or other contract involving the Joint System or the Gross Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

ARTICLE XI

AMENDMENT OF ORDINANCE

Section 1101. Privilege of Amendments.

A. Except as hereafter provided, this Ordinance may be amended or supplemented by ordinances adopted by the Council, and approved by the Board, in accordance with law, without receipt by the City of any additional consideration, but with the written consent of the Insurer, and the Owners of not less than 66% in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 102(B) hereof, any Bonds which may then be held or owned for the account of the City or the County. Notwithstanding the foregoing, no such ordinance shall permit:

- (1) a change in the maturity, terms of redemption or interest payment of any Outstanding Bond; or
- (2) a reduction in the principal amount of any Bond or the rate of interest thereon, without the consent of the Owner of the Bond; or
- (3) the creation of a lien upon or a pledge of revenues ranking prior, superior and senior to the lien or to the pledge created by this Ordinance; or
- (4) a reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the Owners of which is required for any such modification or amendment; or
- (5) the establishment of priorities as between Bonds issued and Outstanding; or
- (6) the modification of or otherwise affecting the rights of the Owners of less than all of the Outstanding Bonds.

B. Notwithstanding the foregoing provisions of this Section, this Ordinance and the rights and obligations of the City, the County, and of the Owners of the Bonds may also be modified or amended at any time, with the written consent of the Insurer but without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any or all of the following purposes:

- (1) to add to the covenants and agreements of the City or the County contained in this Ordinance or other covenants and agreements thereafter to be observed;
- (2) to subject to the covenants and agreements of the City and the County in this Ordinance additional Joint System revenues, to be defined and treated as Gross Revenues, for the purpose of providing additional security for the Bonds and any Parity Lien Bonds;
- (3) in connection with the provision of a Reserve Account Insurance Policy subsequent to the issuance of the Bonds;

- (4) to provide for the appointment of a new Paying Agent;
- (5) to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this Ordinance, or in regard to questions arising under this Ordinance, as the City may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds; or
- (6) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds.

Section 1102. Notice of Amendment. Whenever the Council proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent and to the Insurer. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file in the office of the City Clerk for public inspection. Notice of the proposed amendment, together with a copy of the proposed amendatory ordinance, shall be delivered to the Rating Agencies then maintaining a rating on the Bonds at least 15 days in advance of the adoption of the amendment. A full transcript of all proceedings relating to the execution of such amendatory ordinance shall be provided to the Insurer.

Section 1103. Time for Amendment. If the ordinance is required to be consented to by the Owners of the Bonds, whenever at any time within one year from the date of the giving of such notice there shall be filed in the office of the City Clerk an instrument or instruments executed by the Owners of at least 66% in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance described in such notice and shall specifically consent to and approve the adoption of such ordinance, the Council may adopt such amendatory ordinance and such ordinance shall become effective. If the ordinance is not required to be consented to by the Owners of the Bonds, the amendatory ordinance may be adopted by the Council at any time, subject to approval by the Board.

Section 1104. Binding Consent to Amendment. If the Owners of not less than 66% in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance requiring consent of the Owners of the Bonds, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond, whether or not such Owner shall have consented to or shall have revoked any consent as in this Article provided, shall have any right or interest to object to the adoption of such amendatory ordinance or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Section 1105. Time Consent Binding. Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at

any time after 6 months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk, but such revocation shall not be effective if the Owners of not less than 66% in aggregate principal amount of the Bonds Outstanding as in this Article provided, prior to the attempted revocation, consented to and approved the amendatory ordinance referred to in such revocation.

Section 1106. Unanimous Consent. Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this Ordinance or of any ordinance amendatory thereof or supplemental thereto and the rights and the obligations of the City and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the adoption by the Council, with the approval of the Board, and upon the filing with the City Clerk of an ordinance to that effect and with the consent of the Insurer and the Owners of all the then Outstanding Bonds, such consent to be given as provided in Section 1103 hereof; and no notice to Owners of Bonds shall be required as provided in Section 1102 hereof, nor shall the time of consent be limited except as may be provided in such consent.

Section 1107. Exclusion of City and County Bonds. At the time of any consent or of other action taken under this Article, the City shall furnish to the City Clerk a certificate of the Finance Director, upon which the City may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, as provided in Section 102(B) hereof.

Section 1108. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Council as to such action; and after the approval of such notation, then upon demand of the Owner of any Bond Outstanding and upon presentation of his or her Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Council so determines, new Bonds, so modified as in the opinion of the Council to conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

Section 1109. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of his or her holding the same may be proved as provided by Section 1203 hereof.

Section 1110. Copies of Supplemental Ordinances to Rating Agencies. Copies of any supplemental or amendatory ordinance shall be sent by the City to the Rating Agencies at least 10 days prior to the effective date thereof.

ARTICLE XII

MISCELLANEOUS

Section 1201. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. Also if all Outstanding Bonds shall have been purchased by the City or the County and delivered to the Paying Agent for cancellation, and all other sums payable hereunder have been paid, or provision shall have been made for the payment of the same, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 404 hereof notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of Section 404 hereof, (b) there shall have been deposited with the Paying Agent or other Trust Bank either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other Trust Bank at the same time, shall be sufficient to pay when due the Bond Requirements due and to become due on said Bond on and prior to the Redemption Date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 404 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other Trust Bank and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the Bond Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Bond Requirements to become due on said Bond on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

In the case of the Bonds, the City is obligated to contribute additional securities or monies to the escrow or trust if necessary to provide sufficient amounts to satisfy the payment obligations on the Bonds.

In the event that any Bond is deemed to have been paid and defeased in accordance with (b) of the preceding paragraph, then in connection therewith, the City shall cause to be delivered a verification report of an independent nationally recognized certified public accountant. If a forward supply contract is employed in connection with the refunding, (1) such verification report shall expressly state that the adequacy of the escrow to accomplish the refunding 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 (2) the applicable escrow agreement shall provide that in the event of any discrepancy or difference between the terms of the forward supply contract and the escrow agreement (or the authorizing ordinance, if no separate escrow agreement is utilized), the terms of the escrow agreement or authorizing ordinance, if applicable, shall be controlling.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

Section 1202. Delegated Powers. The officers and employees of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates. the execution of such certificates and closing documents as may be reasonably required by the Purchaser or Bond Counsel, including the Continuing Disclosure Certificate and Insurance Policy, if any;

B. Paying Agent Agreement. the execution and delivery of an agreement with the Paying Agent necessary or desirable to evidence the acceptance by the Paying Agent of its duties hereunder;

C. Official Statement. the execution and delivery of the final Official Statement;

D. Bond Purchase Agreement. the execution and delivery of the Purchase Contract between the City and the Purchaser; and

E. Electronic Signatures. The use of electronic signatures to execute any of the documents described in this Section 1202 or elsewhere in this Ordinance, as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act, is hereby authorized and affirmed.

Section 1203. Evidence of Bond Owners. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by

the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by his or her attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or his or her attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the City Clerk or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of Bonds held by any Person and the numbers, date and other identification thereof, together with the date of his or her holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

Section 1204. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the City, the County, the Paying Agent, the Insurer and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent, the Insurer and the Owners of the Bonds.

Section 1205. Notices. Except as otherwise may be provided in this Ordinance, all notices, certificates, requests or other communications pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the City at:

City of Grand Junction, Colorado
250 N. 5th Street,
Grand Junction, CO 81501
Attention: Finance Director

If to the Paying Agent at:

Zions Bancorporation, National Association
Corporate Trust Department
7222 E. Layton Avenue
Denver, CO 80237

Any of the foregoing Persons may, by notice given hereunder to each of the other Persons, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 1206. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

[The remainder of this page intentionally left blank.]

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED
PUBLISHED IN PAMPHLET FORM THIS 20TH DAY OF December, 2023.

CITY OF GRAND JUNCTION, COLORADO

[S E A L]

PRESIDENT OF THE CITY COUNCIL

Attest:

City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND
ORDERED PUBLISHED IN PAMPHLET FORM THIS 3RD DAY OF JANUARY, 2024.

CITY OF GRAND JUNCTION, COLORADO

[S E A L]

PRESIDENT OF THE CITY COUNCIL

Attest:

City Clerk

EXHIBIT A

(FORM OF BOND)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any Bond 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
COUNTY OF MESA
CITY OF GRAND JUNCTION, COLORADO
JOINT SEWER SYSTEM REVENUE BOND
SERIES 2024

No. R- _____ \$ _____

INTEREST RATE MATURITY DATE DATED AS OF CUSIP NO.
_____ % December 1, 20__ _____, 2024 _____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Grand Junction (the “City”), in the County of Mesa and State of Colorado (the “State”), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on June 1 and December 1 in each year, commencing on _____ 1, 2024, until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the Council of the City on January 3, 2024 (the “Ordinance”). This is one of an authorized series of bonds issued under the Ordinance (the “Bonds”). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City and the Paying Agent, the rights of the Owners

of the Bonds, the events of defaults and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, THE CHARTER OF THE CITY, AND PURSUANT TO THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY SECURED ONLY BY THE NET REVENUES. THE BONDS DO NOT CONSTITUTE A DEBT OF THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NONE OF THE CITY, THE COUNTY, THE STATE OR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NONE OF THE MEMBERS OF THE COUNCIL OF THE CITY OR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State, the laws of the State of Colorado, with the Charter of the City, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any Constitutional, statutory or Charter limitation.

The bonds of the series of which this Bond is one are issued under the authority of Section 93(f) of the City Charter and Title 37, Article 45.1, of the Colorado Revised Statutes, as amended, the Ordinance and the Supplemental Public Securities Act. Pursuant to Section 11-57-210 of the Colorado Revised Statutes, as amended, this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds and the Bonds shall be incontestable for any cause whatsoever after their delivery for value.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City Council of the City of Grand Junction, Colorado has caused this Bond to be signed by the manual or facsimile signature of the President of the City Council; sealed with a manual or facsimile impression of the seal of the City; and attested by the manual or facsimile signature of the City Clerk; and has further caused this Bond to be approved by the Board of County Commissioners of Mesa County, Colorado, with the manual or facsimile signature of the Chair of the County Board of Commissioners; sealed with a manual or facsimile impression of the seal of the County; and attested by the manual or facsimile signature of the County Clerk, all of the day first above written.

CITY OF GRAND JUNCTION, COLORADO

(S E A L)

(Manual or Facsimile Signature)
President of the City Council

ATTESTED:

(Manual or Facsimile Signature)
City Clerk

APPROVED BY:

MESA COUNTY, COLORADO

(S E A L)

(Manual or Facsimile Signature)
Chair, Board of County Commissioners

ATTESTED:

(Manual or Facsimile Signature)
County Clerk

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Registrar

Date of Authentication
and Registration:

By: _____
Authorized Officer or Employee

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

(Form of Prepayment Panel)

PREPAYMENT PANEL

The following installments of principal (or portion 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>	Signature of Authorized Representative of the <u>Depository</u>

(End of Form of Prepayment Panel)

(Form of Assignment)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records of the Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Address of transferee:

Social Security or other tax
identification number of transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(End of Form of Assignment)

STATE OF COLORADO)
)
 COUNTY OF MESA) SS.
)
 CITY OF GRAND JUNCTION)

I, Amy Phillips, the City Clerk of the City of Grand Junction, Colorado (the “City”) and Clerk to the City Council of the City (the “Council”), do hereby certify that:

(1) The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) which was introduced, passed on first reading and ordered published in pamphlet form by the Council at a regular meeting thereof held on December 20, 2023 and was duly adopted and ordered published in pamphlet form by the Council at a regular meeting thereof held on January 3, 2024, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

(2) The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of December 20, 2023, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Anna Stout, President				
Abe Herman, President Pro Tem				
Cody Kennedy, District A				
Jason Nguyen, District B				
Dennis Simpson, District D				
Randall Reitz, District at Large				
Scott Beilfuss, District at Large				

(3) The Ordinance was duly moved and seconded, and the Ordinance was finally passed on second reading at the meeting of January 3, 2024, by an affirmative vote of a majority of the members of the Council as follows:

<u>Councilmember</u>	<u>Voting “Aye”</u>	<u>Voting “Nay”</u>	<u>Absent</u>	<u>Abstaining</u>
Anna Stout, President				
Abe Herman, President Pro Tem				
Cody Kennedy, District A				
Jason Nguyen, District B				
Dennis Simpson, District D				
Randall Reitz, District at Large				
Scott Beilfuss, District at Large				

(4) The members of the Council were present at such meetings and voted on the passage of such Ordinance as set forth above.

(5) The Ordinance was approved and authenticated by the signature of the President of the Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the Council.

(6) There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Ordinance.

(7) Notices of the meetings of December 20, 2023, and January 3, 2024 in the forms attached hereto as Exhibit A were posted by the City Clerk at City Hall and otherwise in accordance with law.

(8) The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on December __, 2023, and January __, 2024, as required by the City Charter. Notice of the hearing on the Ordinance was published on _____. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

WITNESS my hand and the seal of the City affixed this 3rd day of January, 2024.

City Clerk and Clerk to the Council

[S E A L]

EXHIBIT A

(Attach Notices of Meetings of December 20, 2023 and January 3, 2024)

EXHIBIT B

(Attach Affidavits of Publication)



Grand Junction City Council

Regular Session

Item #7.b.i.

Meeting Date: January 3, 2024
Presented By: Timothy Lehrbach, Senior Planner
Department: Community Development
Submitted By: Tim Lehrbach, Senior Planner

Information

SUBJECT:

An Ordinance Approving a Rezone for Approximately 174.3 Acres from PD (Planned Development) to PD (Planned Development) and Adopting an Outline Development Plan for "Mesa Trails," Located Between 23 1/4 and 23 3/4 Roads, from G Road to Highway 6 and 50 (*Continued from December 20, 2023*)

RECOMMENDATION:

The Planning Commission heard the request at its November 28, 2023, meeting and voted (5-0) to recommend approval of the request.

EXECUTIVE SUMMARY:

Foothills Housing 2 LLC and Foothills Housing 5 LLC (collectively, Applicant) are requesting a rezone from Planned Development (PD) to Planned Development (PD) and approval of an Outline Development Plan (ODP) for the Mesa Trails (fka The Community) development, replacing the previously approved PD and ODP for the project.

The Applicant received City Council approval for the PD and associated ODP on August 19, 2015, by Ordinance No. 4676. The original approval was amended on May 15, 2019, by Ordinance No. 4855, which included a revised phasing schedule and other changes to uses, pod configuration and composition, and bulk standards. The 2019 amendment assumed that development would occur one pod at a time. However, as development progressed on the site, this approach proved not to be feasible. The Applicant therefore requested an extension along with a revised phasing schedule for the PD and ODP which provided for completion of the remaining phases of development within 10 years. This revised phasing schedule was approved and adopted by the City Council on May 17, 2023, by Ordinance No. 5150.

However, since the previous Phase 1 deadline passed two days prior to the date of

adoption, the Applicant has chosen to apply for a rezone for a “new” Planned Development and Outline Development Plan out of an abundance of caution to preclude the possibility of the ODP being construed as lapsed, rendering the PD null and void.

BACKGROUND OR DETAILED INFORMATION:

Background

The subject property, located between the proposed 23 ¼ and 23 ¾ Roads, from G Road to Highway 6 and 50, was annexed in 1995 as part of the Northwest Enclave. Initially known in project documents as OneWest, then The Community, prior to its current iteration as Mesa Trails, this project is a proposed Planned Development scheduled to be completed over a total of three phases. The project mixes manufacturing, office park employment centers, health care facilities, retail services, multifamily residential, attached residential, and detached residential uses over its approximate 174 acres.

The project received initial approval for the PD and ODP on August 19, 2015, by Ordinance No. 4676. On May 15, 2019, by Ordinance No. 4855, an amendment to the PD ordinance was approved, which included a revised phasing schedule along with other changes to uses, pod configuration and composition, and bulk standards. Since 2019, the applicant has sought and received approvals for four applications, including two subdivisions, a site plan for a 256,000 SF manufacturing facility, and a site plan for the first phase (77 units) of a multifamily development. A subdivision review is currently underway that encompasses portions of multiple pods. The phasing schedule, however, set the first threshold as a preliminary development plan for any one pod within four years.

As development progressed on the site, it became apparent that the broad phasing schedule requiring plans for an entire pod at a time was not feasible. The Applicant, therefore, requested an extension along with a revised phasing schedule for the PD and ODP, which provided for completion of the remaining phases of development within 10 years. This revised phasing schedule was approved and adopted by the City Council on May 17, 2023, by Ordinance No. 5150. However, since the previous Phase 1 deadline passed two days prior to the date of approval of the extension, the Applicant has chosen to apply for a rezone for a “new” Planned Development and Outline Development Plan out of an abundance of caution to preclude the possibility of the ODP being construed as lapsed, rendering the PD null and void.

This new application and supporting materials replicate what has been previously submitted and approved, except for the following modifications, based on refinements that have been made through the development review process:

- the alignment of the future segment of 23 ½ Road;
- the approximate geometry of entrance features, stormwater management, and irrigation storage;
- the number and location of future access points; and

- the project phasing schedule

The future segment of 23 ½ Road – a minor arterial on the Grand Junction Circulation Plan (GJCP) – within the subject property has been updated on the ODP map to reflect its projected intersection with F ½ Road – a principal arterial on the GJCP – at a roundabout which also accesses pod 4 to the south of the intersection. This revision is consistent with the 2018 update to the GJCP. The ODP map does not represent a precise final alignment, which is subject to major subdivision review and all applicable development and engineering standards.

The project phasing schedule is updated to adjust the required project milestones and deadlines forward based on the adoption date of this new proposed ordinance.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held via zoom on Friday, July 28, 2023, in accordance with Section 21.02.080(e) of the Zoning and Development Code. The applicants, the applicants' representative, and City staff were present. No members of the public attended the meeting.

Notice was completed consistent with the provisions in Section 21.02.080(g) of the City's Zoning and Development Code. The subject property was posted with application signs on each street frontage on October 26, 2023. Mailed notice of the public hearings before the Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on November 16, 2023. The notice of the Planning Commission public hearing was published on November 19, 2023, in the Grand Junction Daily Sentinel. An online hearing with an opportunity for public comment was held between November 21, 2023, and November 27, 2023, through the GJSpeaks.org platform. A public hearing was held at the Planning Commission meeting on November 28, 2023.

ANALYSIS

Rezone

The criteria for review are set forth in Section 21.02.140 (a) of the Zoning and Development Code, which provides that the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan and if the proposal meets one or more of the following rezone criteria as identified:

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

The Applicant has opted to apply for this rezone to a new PD and ODP out of an abundance of caution that one may construe the previously approved, amended, and extended Outline Development Plan to have lapsed because the Phase 1 expiration date of May 15, 2023, was extended by the City Council on May 17, 2023. It is the position of the City that no such lapse occurred. A timely and complete application requesting the extension was received, processed, and scheduled for hearings prior

to the May 15, 2023, expiration date of Phase 1. Neither the submittal of the rezone application nor its acceptance and recommendation for approval by staff is an acknowledgment that a lapse occurred. Rather, again, these decisions reflect an abundance of caution and an opportunity to make certain limited updates to the ODP. Therefore, staff finds that no subsequent event has invalidated its original premises and findings, and this criterion is not met.

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

The 2010 Comprehensive Plan has been superseded by the 2020 One Grand Junction Comprehensive Plan. The proposed ODP and the supporting application materials demonstrate consistency with the 2020 Comprehensive Plan. However, this criterion states that a change to the character and/or condition of the area, not a change to the Plan itself, renders the amendment consistent with the Plan. In this case, the previously adopted ODP already anticipated the completion of Community Hospital adjacent to the subject property, which is the only substantial recent development in the vicinity. The character and/or condition of the area remain otherwise relatively unchanged since the adopted amendment to the existing PD in 2019. Therefore, this criterion is not met.

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

Water, sanitary sewer, stormwater, and electric infrastructure exist on or adjoining the subject properties. Each of the existing and future public streets at the perimeter of the development pods and the entire area subject to the proposed ODP is identified as a collector or arterial in the Grand Junction Circulation Plan. The West Junction Metropolitan District has been established for the funding of necessary infrastructure to serve the development area. The available public facilities, coupled with capital improvement projects in progress and such improvements as will occur as the properties develop, are adequate to serve the housing, services, retail, commercial, manufacturing, and employment uses proposed to be allowed within the Planned Development district. Therefore, this criterion is met.

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

The subject properties are presently zoned Planned Development with an approved Outline Development Plan. The adopted PD and ODP are substantially similar to the proposed PD and ODP, including accommodating the same range of land uses within the proposal. There exists therefore precisely the same supply of suitably designated land available for the proposed development as there would be following the passage of the proposed zoning map amendment. Therefore, this criterion is not met.

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

The community will benefit from the mobility enhancements provided by the multimodal improvements to be constructed with the development, from the mix and concentration of uses in a new neighborhood center, which reduces demand on transportation facilities outside the project area, from the creation of new public and/or private open spaces and trail connections, from the introduction of a variety of housing types and densities, and from the protection of a wetland on the site. These project features enhance the development and provide citywide benefits. This criterion is met.

Implementing the Comprehensive Plan

In addition to the above criteria, the City may rezone property only if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan. The following provides an analysis of relevant sections of the Comprehensive Plan that support this request.

Land Use Plan: Relationship to Existing Zoning

Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan. The 2020 Comprehensive Plan provides the subject property with a land use designation of Mixed Use north of F ½ Road and a designation of Commercial south of F ½ Road. The default zoning proposed for the northern portion of this project is BP (Business Park Mixed Use), which implements the Mixed Use designation. The default zoning proposed for the southern portion of this project is C-2 (General Commercial), which implements the Commercial designation.

Plan Principle 2: Resilient and Diverse Economy

How We Will Get There

- 1. Foster a vibrant, diverse, and resilient economy.*
- 3. Promote business growth for a diverse and stable economic base.*

The proposal supports the formation of a health care industry cluster around the Community Hospital campus, emphasizes recruitment of development projects that have a positive impact on sales tax generation, and leverages proactive capital improvement plan investments.

Plan Principle 3: Responsible and Managed Growth

How We Will Get There

- 2. Encourage infill and redevelopment to leverage existing infrastructure.*
- 6. Support the development of neighborhood-centered commercial uses and mixed-use development.*

The proposal coordinates the development of blocks and segments of corridors where a property-by-property approach would limit development potential, creates new places for employment growth, supports the creation of a mix of uses along prominent corridors, supports the development of a walkable neighborhood commercial center providing a variety of services and amenities to the immediate area, expands housing options, and emphasizes strategies that will expand housing options and available services within the immediate area.

Plan Principle 5: Strong Neighborhoods and Housing Choices

How We Will Get There

- 1. Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.*
- 4. Promote the integration of transportation mode choices into existing and new neighborhoods.*

The proposal promotes a variety of housing types – detached and attached single-family, multifamily – that can provide housing options in a new neighborhood at the densities indicated by the Comprehensive Plan. The new neighborhood will feature integration of walking and bicycling infrastructure to link both new and existing destinations within and surrounding the neighborhood.

Plan Principle 6: Efficient and Connected Transportation

How We Will Get There

- 1. Continue to develop a safe, balanced, and well-connected transportation system that enhances mobility for all modes.*
- 4. Encourage the use of transit, bicycling, walking, and other forms of transportation.*

The proposal will create and support infrastructure that connects the new neighborhood internally and to existing destinations surrounding the neighborhood. The mix of uses and densities combined with new infrastructure for all modes will support the use of transit, bicycling, walking, and other forms of transportation.

Intensification and Tiered Growth Plan

Tier 1: Urban Infill – Tier 1 applies to areas where urban services already exist. Development should be directed towards vacant and underutilized parcels located primarily within Grand Junction’s municipal limits.

The proposal utilizes existing and planned infrastructure at its perimeter as well as between the development pods and directs a mix of uses and densities to one of the largest properties held in common ownership within the City limits.

Outline Development Plan

Section 21.02.150(b)(2) provides the approval criteria for an Outline Development Plan. An ODP application shall demonstrate conformance with all of the following (with staff

findings):

(i) The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies;

As addressed in the Implementing the Comprehensive Plan analysis above, the subject properties are designated as Mixed Use and Commercial on the 2020 One Grand Junction Comprehensive Plan land use map. The proposed ODP implements each designation by means of its default zone districts and appropriate adjustments. As further addressed above, the proposed ODP contributes to four Plan Principles and multiple strategies.

Additionally, the proposed development implements the Grand Junction Circulation Plan through its contributions to the City’s network of arterial and collector roads and Active Transportation Corridors. The construction of complete streets and other multimodal infrastructure will increase mobility throughout the area. Finally, the proposed development implements the 24 Road Corridor Subarea Plan through its provision of market uses that complement existing and desired uses and its contributions to connectivity within the subarea. This criterion is met.

(ii) The rezoning criteria provided in GJMC 21.02.140;

As discussed above in the rezone analysis, two of the five criteria for approval of a rezone are met. This satisfies the requirement that at least one such criterion be met. This criterion is met.

(iii) The planned development requirements of Chapter 21.05 GJMC;

Section 21.05.010 provides that “Planned Development zoning should be used when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved.” The section further provides a non-exhaustive list of eight specific benefits that would support PD zoning: (a) more effective infrastructure; (b) reduced traffic demands; (c) a greater quality and quantity of public and/or private open space; (d) other recreational amenities; (e) needed housing types and/or mix; (f) innovative designs; (g) protection and/or preservation of natural resources, habitat areas and natural features; and (h) public art. As detailed in Exhibit 1, which includes the proposed ODP and supporting application materials, and as discussed above under zoning amendment criterion (5), the project can be expected to achieve all eight benefits as the properties are developed and upon completion of the project at full build-out.

Section 21.05.020 requires that default standards be derived from the underlying zoning. Any deviations from such standards shall be limited to those allowed by 21.05.040(f-g). The applicant proposes default standards for each pod that are derived from the default zones applicable to each (BP or C-2). All proposed deviations are in accordance with the requirements of 21.05.040(f-g) and are

explicitly stated in the proposed ordinance adopting the PD and ODP. The character of the proposed planned development is consistent with the default zones on which the PD is based.

Section 21.05.030 requires that allowed and conditional uses be established at the time PD zoning is adopted and that such uses be consistent in type and density with the Comprehensive Plan. The proposed PD ordinance includes a use table, and Staff has determined that the proposed allowed uses are consistent with the Mixed Use and Commercial land use designations applied to the subject property.

Section 21.05.040 provides the requirements and limitations of project-specific development standards:

(a) Generally. Planned development shall minimally comply with the development standards of the default zone and all other applicable code provisions, except when the City Council specifically finds that a standard or standards should not be applied. Planned development shall comply with GJMC 21.02.150.

All deviations from the default zone development standards are proposed in accordance with the applicable provisions at 21.05.040(f-g) and are subject to approval by the City Council. The proposed development shall otherwise be subject to all requirements of the default zones and all applicable code provisions.

(b) Residential Density. Dwelling unit densities in planned development shall comply with the maximum and minimum densities of the Comprehensive Plan or default zone.

The proposed PD is a mixed use development subject to the provisions at 21.05.040(d)(1-2), addressed below. This provision (b) does not apply.

(c) Nonresidential Intensity. A maximum floor area shall be established at the time of planned development approval. In determining the maximum floor area, the Planning Commission and City Council shall consider:

- (1) The intensity of adjacent development;*
- (2) The demand for and/or mix of residential and nonresidential development in the proposed PD and in the vicinity of the proposed PD;*
- (3) The availability of transportation facilities, including streets, parking, transit facilities and bicycle/pedestrian facilities;*
- (4) The adequacy of utilities and public services.*

The proposed PD is a mixed use development subject to the provisions at 21.05.040(d)(1-2), addressed below. These provisions (c)(1-4) do not apply.

(d) Mixed Use Intensity.

(1) In mixed use developments in areas designated for residential development in the Comprehensive Plan, no more than 10 percent of the land area may be dedicated to nonresidential uses.

The proposed PD is in areas designated as Commercial and Mixed Use. This provision does not apply.

(2) The maximum residential densities within mixed use developments designated for nonresidential development in the Comprehensive Plan shall not exceed 24 dwelling units per acre. In such developments, residential uses shall not constitute more than 75 percent of total floor area.

The portion of the proposed PD in an area designated as Commercial is proposed to be limited to 12-24 units per acre, and residential uses will not constitute more than 75 percent of total floor area.

(e) Minimum District Size. A minimum of five acres is recommended for a planned development unless the Planning Commission recommends and the City Council finds that a smaller site is appropriate for the development or redevelopment as a PD.

The property subject to the proposed PD totals approximately 174.3 acres.

(f) Development Standards. Planned development shall meet the development standards of the default zone or the following, whichever is more restrictive. Exceptions may be allowed only in accordance with this section.

(1) Setback Standards. Principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that:

- (i) Buildings can be safely designed and that the design is compatible with lesser setbacks. Compatibility shall be evaluated under the International Fire Code and any other applicable life, health or safety codes;*
- (ii) Reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space;*
- (iii) Reduction of setbacks is required for protection of steep hillsides, wetlands or other environmentally sensitive natural features.*

The proposed PD reduces setbacks from 15 feet front and 10 feet rear standard for BP and C-2 to 10 feet front and 0 feet rear in all pods. All primary and accessory structures shall be designed to applicable building and fire code requirements. Provision (i) is met.

(2) Open Space. All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone.

No minimum open space standards are indicated for the BP or C-2 zones.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i).

Fencing shall comply with 21.04.040(i). No deviations or exceptions are proposed.

(4) Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

Landscaping shall meet or exceed all applicable requirements. No deviations or exceptions are proposed.

(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

Off-street parking shall meet all applicable requirements. No deviations or exceptions are proposed.

(6) Street Development Standards. Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title 29) and applicable portions of GJMC 21.06.060.

All streets, alleys, and easements shall meet all applicable requirements. No deviations or exceptions are proposed. Any exceptions to TEDS must be requested and approved in accordance with the provisions of Title 29.

(g) Deviation from Development Default Standards. The Planning Commission may recommend that the City Council deviate from the default district standards subject to the provision of any of the community amenities listed below. In order for the Planning Commission to recommend and the City Council to approve deviation, the listed amenities to be provided shall be in excess of what would otherwise be required by the code. These amenities include:

(1) Transportation amenities including, but not limited to, trails other than required by the multimodal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelters;

(2) Open space, agricultural land reservation or land dedication of 20 percent or greater;

(3) Community facilities for provision of public services beyond those required for development within the PD;

(4) The provision of affordable housing for moderate, low and very low income households pursuant to HUD definitions for no less than 20 years; and

(5) Other amenities, in excess of minimum standards required by this code,

that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.

Deviations from default zone standards beyond those specifically allowed under subsection (f) above are proposed for minimum lot size and minimum lot width. The proposal reduces minimum lot size from 1 acre standard for BP to 1,800 square feet in pods 1, 2, and 3, and from 20,000 square feet standard for C-2 to no minimum in pod 4. Proposed minimum lot width is reduced from 100 feet standard for BP to 20 feet in pods 1, 2, and 3, and from 50 feet standard for C-2 to no minimum in pod 4. The project proposes transportation amenities (trails) in excess of those indicated on the Active Transportation Corridors map. Therefore, the Planning Commission may recommend and the City Council may approve the proposed deviations.

Section 21.05.050 pertains to transfer of ownership, limitations on signs, and procedural requirements for the Outline Development Plan and Final Development Plan. The ODP demonstrates conformance with the Comprehensive Plan, compatibility of land use, and coordination of improvements, as required. Zoning for each development pod is established, as required. The provisions concerning signage and the final development plan shall be applied to subsequent approvals within the area subject to the proposed Planned Development.

In accordance with all provisions of 21.05, the proposed zoning map amendment satisfies the applicable requirements, while the remaining requirements will apply over the life of the development process or over the properties in perpetuity (until and unless one or more property is subsequently rezoned). This criterion is met.

(iv) The applicable corridor guidelines and other overlay districts in GJMC Titles 23, 24, and 25;

The ODP states that Title 25 (24 Road Corridor Design Standards) shall apply. Conformance with these standards will be evaluated with the Final Development Plan for each pod or portion thereof and at the appropriate stages of development review for individual sites and structures. This criterion is met.

(v) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development;

All public facilities, including streets and utilities, will be provided as the project develops, pursuant to applicable requirements and the intergovernmental agreement between the City of Grand Junction and the West Junction Metropolitan District.

The adjacent Community Hospital and projected future medical office uses will provide health services to the development and surrounding area. Canyon View Park is located 0.5 miles from the subject property, and additional trails and open space will be provided throughout the development. Appleton and Pomona Elementary

Schools are roughly equidistant to the property at approximately 2 miles. Fire Station #3 is likewise 2 miles from the site. Grand Valley Transit Station is approximately 1 mile from the site. These facilities are adequate to serve the new neighborhood. This criterion is met.

(vi) Adequate circulation and access shall be provided to serve all development pods/areas to be developed;

The boundaries for each of the pods are derived from the location of designated arterial and collector streets in the Grand Junction Circulation Plan within and at the perimeter of the development. This configuration provides each pod with access to the street network and active transportation corridors. Circulation within each pod via additional dedicated public streets or onsite driveways and drive aisles will be reviewed with the Final Development Plan for each pod or portion thereof and site plan review for individual buildings or sites, subject to the Transportation Engineering Design Standards (Title 29) and all applicable site circulation standards at 21.06.090. This criterion is met.

(vii) Appropriate screening and buffering of adjacent property and uses shall be provided;

Screening and buffering will be provided between zoning districts as required by Section 21.06.040. This criterion is met.

(viii) An appropriate range of density for the entire property or for each development pod/area to be developed;

A variety of residential housing types and densities is proposed. Pods 1-3 allow detached and attached single family, townhomes, and duplexes at a minimum density of 5.5 dwelling units per acre. These uses shall not exceed 70 percent of the acreage in pod 1, 40 percent of the acreage in pod 2, and 55 percent of the acreage in pod 3. All pods 1-4 allow multifamily with a minimum density of 12 dwelling units per acre and a maximum density of 24 dwelling units per acre. The proposed housing mix is appropriate to the property's Mixed Use and Commercial land use designations, complements the proposed nonresidential uses, and benefits the City's housing goals. This criterion is met.

(ix) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed;

Development standards applicable to each pod are detailed in the proposed ODP and PD ordinance and are appropriate to each applicable default zone and to the applicable Comprehensive Plan land use designation. Reductions in minimum lot size (from 1 acre standard for BP to 1,800 square feet in pods 1, 2, and 3, and from 20,000 square feet standard for C-2 to no minimum in pod 4), minimum lot width (from 100 feet standard for BP to 20 feet in pods 1, 2, and 3, and from 50 feet

standard for C-2 to no minimum in pod 4), and setbacks (from 15 feet front and 10 feet rear standard for BP and C-2 to 10 feet front and 0 feet rear in all pods) will provide the flexibility needed to achieve the mixed-use, neighborhood commercial center intended, while preserving the intended form and function of each default zone district and land use designation. This criterion is met.

(x) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed

The applicants request to allow the development to be completed in 3 phases over 10 years. Portions approved and under development under the previously adopted PD and ODP are excluded from this schedule. A phasing or development schedule sets forth expiration deadlines and conditions for a lapse of plan. These deadlines and conditions are as follows:

Phase	Portion of Site	Requirement
<i>Approved subdivisions excluded (PLD-2021-523, PLD-2021-654) - 33 acres</i>		
1	At least 20% (28 acres) of remaining 144 acres	Final Plat recorded within 5 years from effective date of this PD Ordinance
2	At least an additional 25% (36 acres) of remaining 144 acres	Final Plat recorded within 7 years from effective date of this PD Ordinance
3	Remaining 80 acres	Final Plat recorded within 10 years from effective date of this PD Ordinance

The Applicant’s request to allow the development to be completed in three phases over 10 years is consistent with the Code in regard to requisite timeframes for the overall project. This criterion is met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the request for Mesa Trails, PLD-2023-550, located at 2350 Highway 6 and 50 between the proposed 23 ¼ road and 23 ¾ Road, from G Road to Highway 6 and 50, to rezone from “PD” (Planned Development) to “PD” (Planned Development) and adopt an Outline Development Plan, the following findings of fact have been made:

1. The proposed development implements the principles and policies of the 2020 One Grand Junction Comprehensive Plan, the Grand Junction Circulation Plan, and the 24 Road Corridor Subarea Plan.

2. The rezone request conforms with Section 21.02.140 of the Zoning and Development Code pertaining to rezone approval.
3. The Outline Development Plan conforms with Section 21.02.150 of the Zoning and Development Code pertaining to Planned Development approval.
4. The proposed development conforms and will conform with Section 21.05 of the Zoning and Development Code pertaining to Planned Development standards.

Therefore, The Planning Commission recommended approval of the request.

FISCAL IMPACT:

This action has no direct fiscal impact.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5196, an ordinance rezoning approximately 174.3 acres from PD (Planned Development) to PD (Planned Development) and adopt an Outline Development Plan for "Mesa Trails," located between 23 1/4 and 23 3/4 Roads, from G Road to Highway 6 and 50 on final passage and order final publication in pamphlet form.

Attachments

1. Exhibit 1. Development Application with ODP
2. Exhibit 2. Neighborhood Meeting Summary
3. Exhibit 3. Location and Zoning Maps
4. Exhibit 4. Draft Planning Commission Minutes - 11-28-2023
5. Exhibit 5. Ordinance 4676 (2015)
6. Exhibit 6. Ordinance 4855 (2019)
7. Exhibit 7. Ordinance 5150 (2023)
8. Exhibit 8. Zoning Map Amendment and ODP Ordinance

Development Application

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

Petition For:

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

Existing Land Use Designation <input style="width: 250px;" type="text" value="Mixed Use"/>	Existing Zoning <input style="width: 150px;" type="text" value="PD"/>
Proposed Land Use Designation <input style="width: 250px;" type="text" value="NA"/>	Proposed Zoning <input style="width: 150px;" type="text" value="PD"/>

Property Information

Site Location: <input style="width: 350px;" type="text" value="675 23 1/2 Rd.; 649 23 3/4 Rd."/>	Site Acreage: <input style="width: 150px;" type="text" value="144; 16.2"/>
Site Tax No(s): <input style="width: 350px;" type="text" value="2945-052-26-001; 2945-054-26-002"/>	Site Zoning: <input style="width: 150px;" type="text" value="PD"/>
Project Description: <input style="width: 700px;" type="text" value="Rezone from PD to PD"/>	

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Date

Signature of Legal Property Owner

Date

Development Application

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

Petition For:

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

Existing Land Use Designation <input type="text" value="Mixed Use"/>	Existing Zoning <input type="text" value="PD"/>
Proposed Land Use Designation <input type="text" value="NA"/>	Proposed Zoning <input type="text" value="PD"/>

Property Information

Site Location: <input type="text" value="699 23 1/2 RD"/>	Site Acreage: <input type="text" value="13.99"/>
Site Tax No(s): <input type="text" value="2945-052-24-002"/>	Site Zoning: <input type="text" value="PD"/>
Project Description: <input type="text" value="Rezone from PD to PD"/>	

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

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

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

Signature of Person Completing the Application

Date

Signature of Legal Property Owner

Date

STATEMENT OF AUTHORITY
(SECTIONS 38-30-108.5 and 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named:

Foothills Housing 2 LLC, a Colorado limited liability company.
2. The type of entity is a limited liability company.
3. The entity is formed under the laws of the State of Colorado.
4. The current mailing address for the entity is:

55 Madison Street, Suite 530, Denver, Colorado 80206.
5. The name and position of each person authorized to execute instruments conveying, encumbering and otherwise affecting title to real property on behalf of the entity is:

Stuart Borne, as Manager of BLS II LLC, a Colorado limited liability company, Manager of Foothills Technologies LLC, a Colorado limited liability company, Manager of Foothills Housing 2 LLC, a Colorado limited liability company.
6. The authority of the foregoing persons to bind the entity is not limited.
7. Other matters concerning the manner in which the entity deals with interests in real property: N/A.
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Sections 38-30-108.5 and 38-30-172, C.R.S.
9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

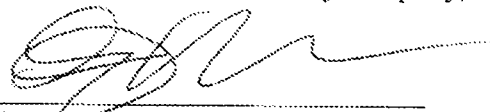
[SIGNATURE PAGE FOLLOWS]

Executed on this 30th day of March, 2021.

Foothills Housing 2 LLC, a Colorado limited liability company

By: Foothills Technologies LLC,
a Colorado limited liability company, its Manager

By: BLS II LLC,
a Colorado limited liability company, its Manager


By: 
Stuart Borne, Manager

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 30 day of March, 2021, by Stuart Borne, as Manager of BLS II LLC, a Colorado limited liability company, Manager of Foothills Technologies LLC, a Colorado limited liability company, Manager of Foothills Housing 2 LLC, a Colorado limited liability company.

Witness my hand and official seal.


Notary Public
My Commission Expires: 9/10/21

EDWIN GREEN DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104058854
My Commission Expires September 10, 2021

[Signature Page to Statement of Authority -- Borrower]


THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

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

1. This Statement of Authority relates to an entity¹ named
Foothills Housing 5 LLC
2. The type of entity is a:
 corporation
 nonprofit corporation
 limited liability company
 general partnership
 limited partnership

 registered limited liability partnership
 registered limited liability limited partnership
 limited partnership association
 government or governmental subdivision or agency
 trust
3. The entity is formed under the laws of Colorado
4. The mailing address for the entity is 2360 E Evans Ave. 1118 Denver, CO 80210
5. The name position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is Stuart Borne, Manager
6. The authority of the foregoing person(s) to bind the entity: is²not limited is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

10/11/23
Executed this _____ day of _____,



CEO

¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.

State of Colorado)
) ss
County of Denver)

The foregoing Statement of Authority was acknowledged before me this 11th day of October, 2023 by Stuart Borne

Witness my hand and official seal.

My commission expires:

Jun 14 2025



Notary Public

WHEN RECORDED RETURN TO:



OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Foothills Housing 2 LLC ("Entity") is the owner of the following property:

(b) 675 23 1/2 Rd. (parcel #2945-052-24-001)

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

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

- My legal authority to bind the Entity both financially and concerning this property is unlimited.
- My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

[Empty box for limited authority details]

- The Entity is the sole owner of the property.
- The Entity owns the property with other(s). The other owners of the property are:

[Empty box for other owners]

On behalf of Entity, I have reviewed the application for the (d) Rezone

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

(e) none

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

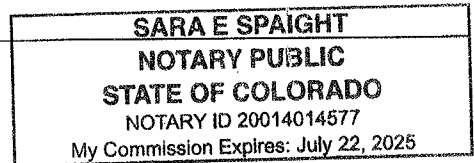
I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: [Handwritten Signature]

Printed name of person signing: Stuart Borne

State of CO)

County of Denver) ss.



Subscribed and sworn to before me on this 5th day of Oct, 2023

by Stuart Borne Manager of Foothills Housing 2 LLC,
a Colorado Limited Liability Company

Witness my hand and seal.

My Notary Commission expires on 7/22/25

[Handwritten Signature]
Notary Public Signature

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Foothills Housing 5 LLC ("Entity") is the owner of the following property:

(b) 699 23 1/2 Rd.

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

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

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

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

[Empty box for limited authority details]

The Entity is the sole owner of the property.

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

[Empty box for other owners]

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(e) None

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

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

Signature of Entity representative: [Handwritten Signature]

Printed name of person signing: Stuart Borne

State of Colorado)

County of Denver) ss.

Subscribed and sworn to before me on this 5th day of October, 2023

by Stuart Borne

Witness my hand and seal.

My Notary Commission expires on 11/27/2024



[Handwritten Signature]
Notary Public Signature



State Documentary Fee
Date: January 28, 2022
\$392.04

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

Grantor(s), **FOOTHILLS HOUSING 2 LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **55 MADISON STREET SUITE 530, Denver, CO 80206**, City or Town of **Denver**, County of **Denver** and State of **Colorado**, for the consideration of **(\$3,920,400.00) ***Three Million Nine Hundred Twenty Thousand Four Hundred and 00/100 ***** dollars, in hand paid, hereby sell(s) and convey(s) to **FOOTHILLS HOUSING 5 LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **55 MADISON ST SUITE 530, Denver, CO 80206**, City or Town of **Denver**, County of **Denver** and State of **Colorado**, the following real property in the County of **Mesa** and State of Colorado, to wit:

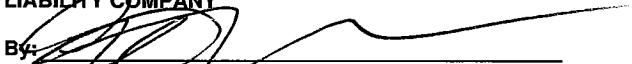
LOT 2 OF THREE ARROWS SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: **LOT 2 OF THREE ARROWS SUBDIVISION, GRAND JUNCTION, CO 81505**

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

Signed this day of **January 28, 2022**.

FOOTHILLS HOUSING 2 LLC, A COLORADO LIMITED LIABILITY COMPANY

By: 

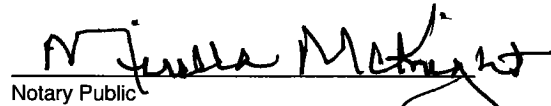
STUART BORNE, AS MANAGER OF BLS II LLC, A COLORADO LIMITED LIABILITY COMPANY, AS MANAGER OF FOOTHILLS TECHNOLOGIES, LLC, A COLORADO LIMITED LIABILITY COMPANY AS MANAGER

State of **Colorado**)
)ss.
County of **DENVER**)

The foregoing instrument was acknowledged before me on this day of **January 28th, 2022** by **STUART BORNE AS MANAGER OF BLS II LLC, A COLORADO LIMITED LIABILITY COMPANY, AS MANAGER OF FOOTHILLS TECHNOLOGIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS MANAGER OF FOOTHILLS HOUSING 2 LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: 8/26/2024


Notary Public

MIRELLA McKNIGHT
Notary Public
State of Colorado
Notary ID: 19924011461
My Commission Expires 8/26/2024

When recorded return to: **FOOTHILLS HOUSING 5 LLC, A COLORADO LIMITED LIABILITY COMPANY**
55 MADISON ST SUITE 530, Denver, CO 80206



Mesa Trails

Rezone Request
675 23 ½ Rd.
August 9, 2023
General Project Report

Project Description

The subject property is located at 675 23 ½ Rd and is approximately 144 acres in size. The existing PD that was approved in 2019 was recently extended at City Council on May 17, 2023.





There was a 2-day lapse between the expiration of the PD on May 15, 2023 and the approval for an extension by City Council on May 17, 2023. The City has indicated that this lapse is not a threat to the validity of the zoning. However, the applicant has decided to go through the rezone process again to completely eliminate any possibility of a challenge to the validity of the zoning.

Public Benefit

The proposed development provides a public benefit by creating developable lots out of vacant land. City services including utilities are in close proximity and are available to serve the site. The subject property is well positioned to develop as residential and commercial uses as it is located off HWY 6 & 50 and near Community Hospital.

Project Compliance, Compatibility, and Impact Comprehensive Plan

The subject property is designated as Mixed Use and Commercial in the future land use map of the Comprehensive Plan. The proposed development meets a number of goals and policies from the Comprehensive Plan:

Plan Principle 2: Resilient and Diverse Economy

Policy 1. Foster a vibrant, diverse, and resilient economy

Policy 1-A: Economic Diversity Support the further diversification of the economy that is prepared to anticipate, innovate, and proactively respond to cyclical economic fluctuation and evolution.

Policy 1-B: Employment Base Continue to collaborate with local and regional partners to expand the community's economic base and primary job creation by focusing on retention, expansion, incubation, and recruitment efforts that create jobs and import income or dollars to the community, particularly businesses in targeted industries.

Policy 1-G: Sales and Tax Revenue Partner in supporting programs that encourage residents to spend retail dollars locally before looking elsewhere for goods and services. Emphasize the retention and recruitment of retailers or development projects that have a positive impact on sales tax generation, specifically focused on increasing retail sales inflow and reducing retail sales leakage.



Policy 3. Promote Business Growth for a Diverse and Stable Economic Base.

Policy 3-E. Business Retention and Attraction. Support economic development partners to encourage the retention and expansion of existing businesses and industries and the establishment of new businesses in industries that support City initiatives, especially those that offer a livable wage.

Policy 3-F. Barriers. Continue to identify and pursue ways to reduce barriers to entry for new businesses.

Plan Principle 3: Responsible and Managed Growth

Limited Supply of Land: The timing and location of development in Grand Junction today are influenced by several interconnected factors, including available land, infrastructure, and services as well as the Persigo Agreement and market demand. While there is no lack of vacant land to accommodate new growth within the City's Urban Development Boundary, there is a lack of land with the existing urban infrastructure required by the City. Balancing the need for investments in new infrastructure to support greenfield development with the need for improvements to existing infrastructure in established areas of the city to support infill and redevelopment is an ongoing challenge.

Plan Principle 3: Responsible and Managed Growth

Policy 2. Encourage infill and redevelopment to leverage existing infrastructure.

Zoning & Surrounding Land Use

The subject property is currently zoned PD. The existing PD regulations allow for a variety of uses including residential, commercial, and industrial. Surrounding area zoning and land uses include:

- North: Business Park Mixed Use zoning with Community Hospital land use.
- South: I-1 Industrial zoning with a variety of industrial land uses.
- West: I-1 Industrial zoning with a mobile home park and vacant land uses.
- East: Mixed use and Commercial zoning with commercial and vacant land uses.

Site Access and Traffic

Access to Phase I of the development will be provided by 23 ½ Rd., F ¾ Rd., and 23 ¾ Rd. Public infrastructure will be fully built out, per details in the adopted IGA, during phase II.

Utility Providers



All required and necessary utilities shall be provided concurrent with development of the subject property. Utility providers for the development have the capacity and willingness to serve the development. Public facilities such as medical, schools, parks and public safety are available to serve development on this site.

Utility providers for the site are as follows:

- Sewer: City of Grand Junction/Persigo Wastewater Treatment Plant
- Water: Ute Water Conservation District
- Drainage: Grand Valley Drainage District
- Electric: Xcel Energy & Grand Valley Power
- Irrigation: Grand Valley Irrigation Company

All utilities shall be constructed to the standards and specifications of the service provider at the time of construction.

Approval Criteria

Section 21.02.150(b)(2) states that an ODP application shall demonstrate conformance with all of the following:

(i) The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans

Response: This ODP complies with the Comp Plan and all other adopted plans of the City as detailed earlier in this project report on page 2.

(ii) The rezoning Criteria provided in GJMC 21.02.140

Response: The ODP meets at least one of the approval criteria outlined in section 21.02.140(a) as described below.

21.02.140(a)

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

Response: This criteria is not met.

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

Response: A new Comp Plan has been adopted since this zoning was originally approved. This application meets the goals and priorities as defined in the 2020 Comp Plan. This is described in detail on pages 2-3.

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

Response: This area is ripe for development considering it is surrounded by dedicated and built public infrastructure, commercial and residential uses, and planned infrastructure improvements such as the F.5 corridor.

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

Response: There are very few, if any, infill sites of this size that can accommodate a development of this size. This vision for this development is a mixture of land uses that are cohesive and complementary to the existing and planned land uses in the area.

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

Response: The site is currently vacant and the community will derive many benefits from the development as proposed including extension of public infrastructure, creation of missing middle housing, and the creation of bike and pedestrian infrastructure that will connect to surrounding infrastructure.

(iii) The planned development requirements of Chapter 21.05 GJMC

Response: A detailed response outlining how this project complies with these criteria is listed in the section below.

(iv) The applicable corridor guidelines and other overlay districts in GJMC titles 23, 24, and 25.

Response: The ODP was created to comply with and exceed any requirements of the 24 Rd. corridor overlay.

(v) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development

Response: All required public services and facilities will be provided to support the development. The project is currently under review for a phase I final plan and will comply with all requirements of the City through that review process.



(vi) Adequate circulation and access shall be provided to serve all development pods/areas to be developed

Response: The applicant has participated in extensive discussions with the City to ensure that the proposed infrastructure will support access and circulation of vehicles, pedestrians, and cyclists.

(vii) Appropriate screening and buffering of adjacent property and uses shall be provided
Response:

Response: The project has been designed to integrate with surrounding land uses. Landscape screening will be used where necessary to provide for any needed buffering.

(viii) An appropriate range of density for the entire property or for each development pod/area to be developed

Response: The proposed density has been determined to be adequate for the area as evidenced by previous public hearings on this project.

(ix) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed

Response: Minimum standards have been set for the entire project by pod and detailed in density and public amenity requirements.

(x) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed

Response: The applicant worked extensively with the City on establishing a phasing schedule that will serve the needs of both the development and the City. The phasing schedule is detailed in the ODP and will allow for the planned schedule of development to be achieved.

Section 21.05.010 of the GJMC states that a Planned development zoning should be used when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved. The Director shall determine whether substantial community benefits will be derived. Specific benefits that the Director may find that would support a PD zoning include, but are not limited to:

(a) More effective infrastructure;

Response: The proposed development will result in more effective infrastructure as it implements key connections for F1/2 Rd. and 23 ½ Rd. The infrastructure is proposed to support the envisioned build out and master plan of the PD, and is therefore more efficient than a piecemeal approach typical with smaller developments. Additionally, the PD has proposed an abundance of public amenities in the form of trails and trailheads throughout the development.

(b) Reduced traffic demands;

Response: The PD allows us to take a long term approach to this large area and anticipate traffic impacts. A TIS has been completed and takes a conservative view of future use and associated traffic impacts. As a result, the project is well designed to accommodate future traffic. The project also contributes to connecting bike and pedestrian infrastructure which will reduce vehicular traffic. The development is mixed use and will allow residents to access commercial and retail that is within the development by walking and biking.

(c) A greater quality and quantity of public and/or private open space;

Response: The PD will provide open space and trails in excess of what would typically be required outside of a PD process. Public amenities have been included throughout the project in the form of trails and trailheads.

(d) Other recreational amenities;

Response: A significant amount of trails have been provided and the applicant is considering turning the wetlands into an amenity with walking trails as well, which would be proposed in phase II.

(e) Needed housing types and/or mix;

Response: The development proposes medium density residential in the form of attached single-family and multi-family.

(f) Innovative designs;

Response: The project as a whole is an innovative design that has meshed light industrial, residential, and commercial land uses while providing recreational amenities and preserving and enhancing existing wetlands.



(g) Protection and/or preservation of natural resources, habitat areas and natural features; and/or

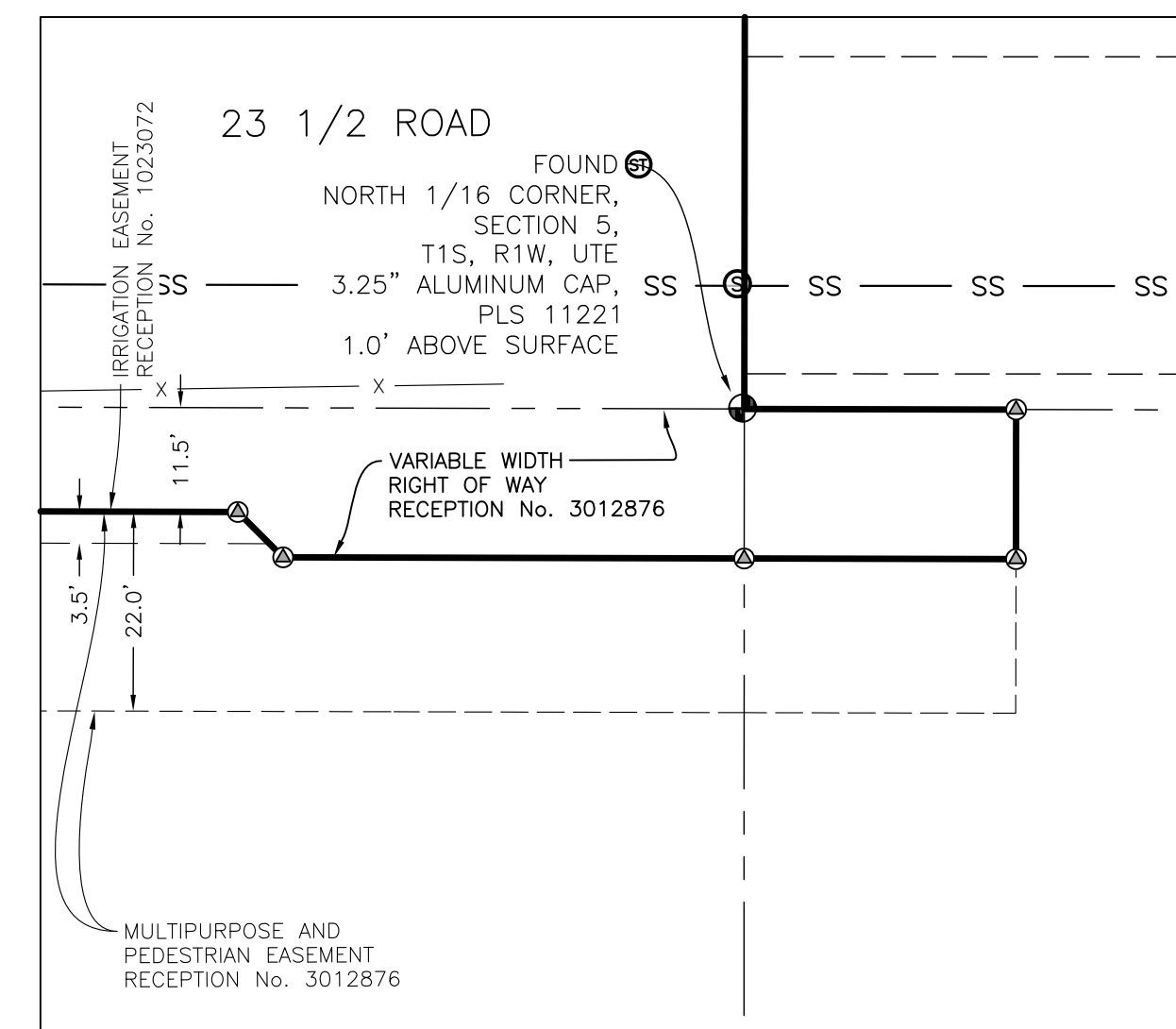
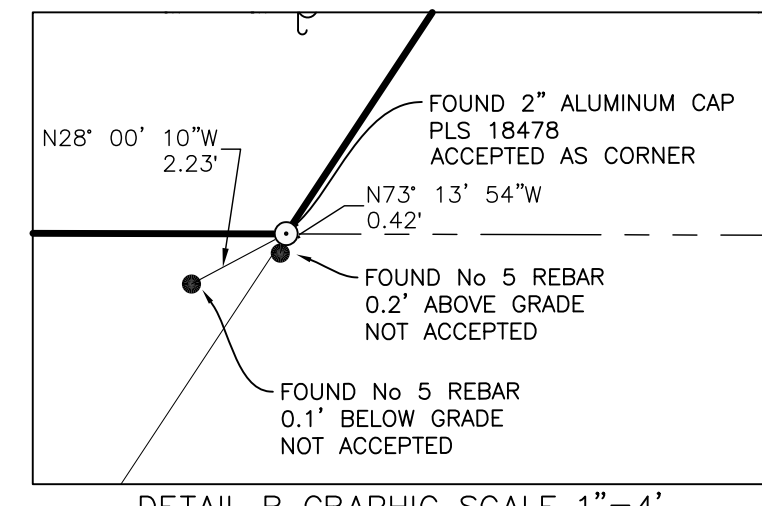
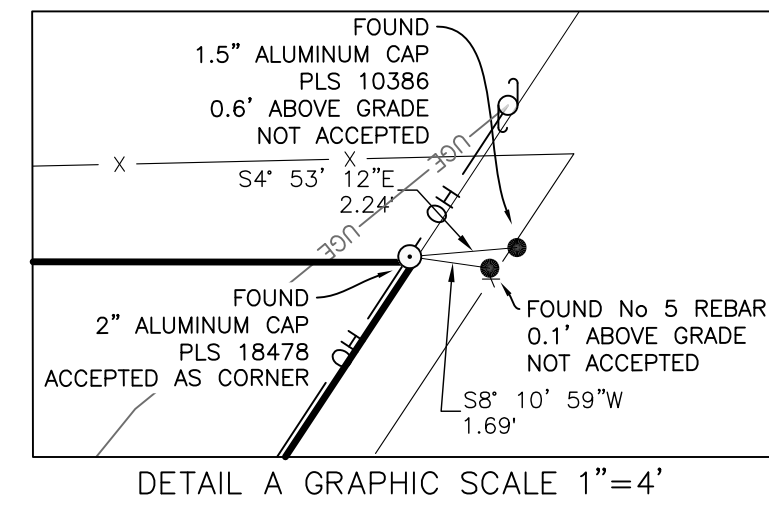
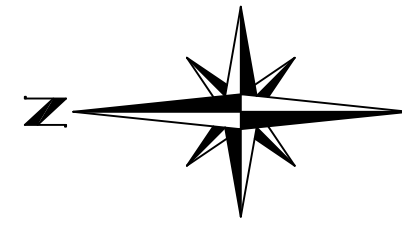
Response: The project preserves and enhances existing wetlands on the site.

(h) Public art.

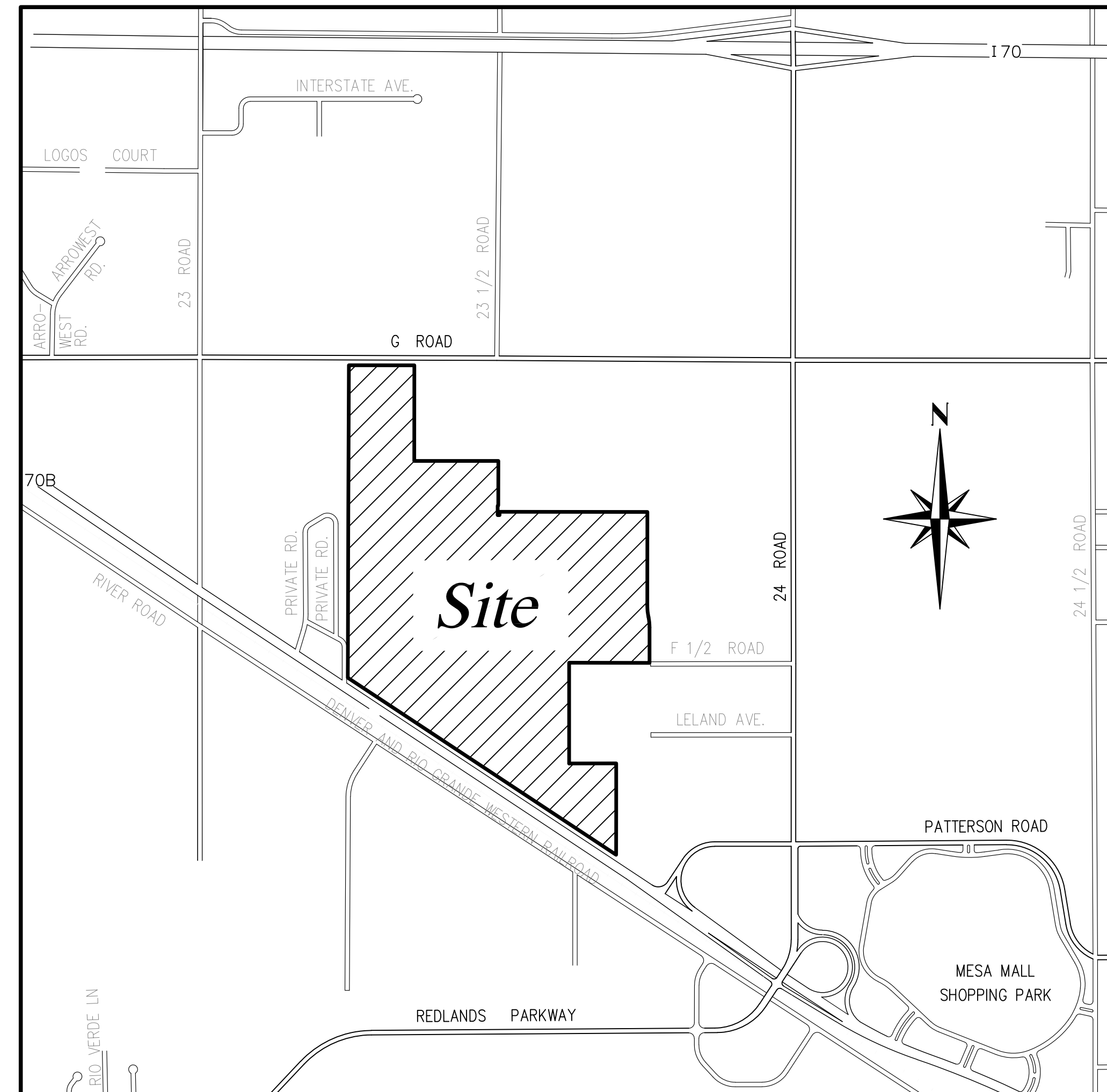
Response: Trailhead features in the development will include public art.

IMPROVEMENT SURVEY

LOT 1 FOOTHILLS FACTORY SUBDIVISION
AND SITUATED IN SECTION 5
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



DETAIL C
DETAIL SCALE: 1"=20'



VICINITY MAP: NOT TO SCALE

NOTES

- OWNERSHIP, RECORDED RIGHTS-OF-WAY, AND EASEMENT INFORMATION WAS DONE WITH A CURRENT TITLE POLICY BY LAND TITLE GUARANTEE COMPANY POLICY No. GJC65052372.
- BEARINGS ARE BASED ON THE EAST LINE OF NE¼ NW¼ SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN. THE VALUE USED 500°08'35"W, WAS CALCULATED USING THE MESA COUNTY LOCAL COORDINATE SYSTEM. SURVEY MARKERS WERE FOUND AT THE NORTH AND SOUTH ENDS OF SAID LINE AS SHOWN HEREON.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY IS BASED ON THE DEED AS RECORDED AT RECEPTION NUMBER 2975194, OF THE MESA COUNTY RECORDS.
- PROPERTY SURVEYED HEREON IS SUBJECT TO WASTE WATER RIGHTS ALONG THE EAST LINE OF THE NW¼ NW¼ SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN AS RECORDED AT RECEPTION No. 42542. THE CALLED FOR WASTE DITCH NO LONGER EXISTS AND THE RIGHTS GRANTED ARE NOT A SURVEY MATTER.

LEGEND:

- FOUND SURVEY MARKER AS DESCRIBED
 FOUND 2 INCH ALUMINUM CAP PLS 18478
 RECOVERED No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
 SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
 FOUND No. 5 REBAR NO CAP
- EXISTING UTILITY POLE
 EXISTING GUY WIRE
 EXISTING LIGHT POLE
 EXISTING UTILITY PEDESTAL
 EXISTING ELECTRIC METER
 EXISTING SIGN
 EXISTING WATER VALVE
 EXISTING FIRE HYDRANT
 EXISTING IRRIGATION MANHOLE
 EXISTING SANITARY SEWER MANHOLE
 EXISTING STORM MANHOLE
 EXISTING WATER METER
 EXISTING STORM INLET
 EXISTING PIPE INVERT
 EXISTING MAILBOX
 EXISTING FIBER OPTIC MANHOLE
 EXISTING UNDERGROUND FIBER OPTIC LINE
 EXISTING UNDERGROUND TELEPHONE LINE
 EXISTING UNDERGROUND WATER LINE
 EXISTING UNDERGROUND ELECTRIC LINE
 EXISTING UNDERGROUND GAS LINE
 EXISTING OVERHEAD UTILITY LINE
 EXISTING FENCE LINE
 EXISTING SANITARY SEWER LINE
 EXISTING STORM SEWER LINE

ABBREVIATIONS:

- | | |
|--------|--------------------------------------|
| N | NORTH |
| S | SOUTH |
| E | EAST |
| W | WEST |
| T | TOWNSHIP |
| R | RANGE |
| MCSM | MESA COUNTY SURVEY MARKER |
| ROW | RIGHT OF WAY |
| SIMS | SURVEY INFORMATION MANAGEMENT SYSTEM |
| PLS | PROFESSIONAL LAND SURVEYOR |
| No. | NUMBER |
| GPS | GLOBAL POSITIONING SYSTEM |
| ID | IDENTIFICATION |
| SQ | SQUARE |
| FT | FEET |
| AVE. | AVENUE |
| ST. | STREET |
| CT. | COURT |
| LN. | LANE |
| DR. | DRIVE |
| U.S. | UNITED STATES |
| L.C.E. | LIMITED COMMON ELEMENT |
| P.O.C. | POINT OF COMMENCEMENT |
| P.O.B. | POINT OF BEGINNING |

CURVE LABEL ABBREVIATIONS:

- | | |
|-------|---------------------|
| RAD | RADIUS |
| L | ARC LENGTH |
| CHORD | LONG CHORD DISTANCE |
| BRG | LONG CHORD BEARING |
| Δ | CURVE CENTRAL ANGLE |

SURVEYOR'S CERTIFICATION:

I, Patrick W. Click, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat represents a field survey completed by me and / or under my direct supervision. Both conform to the standards of practice, statutes and laws of the State of Colorado to the best of my knowledge and belief. This statement is not a guaranty or warranty, either expressed or implied.

COLORADO REGISTERED LAND SURVEYOR PLS #37904

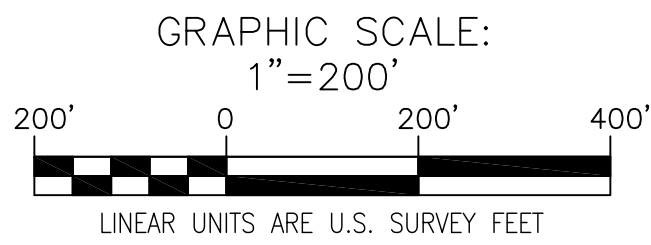
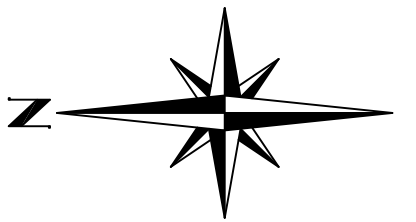
IMPROVEMENT SURVEY
LOT 1 FOOTHILLS FACTORY SUBDIVISION
AND SITUATED IN SECTION 5
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

JOB #: 2021-064 FIELD WORK: SL DRAWN BY: JW
DATE: 10/5/2022 DRAWING NAME: LOT 100 CHECKED BY: PC

POLARIS SURVEYING
PATRICK W. CLICK P.L.S. 3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038

IMPROVEMENT SURVEY

LOT 1 FOOTHILLS FACTORY SUBDIVISION
AND SITUATED IN SECTION 5
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



LEGEND:

- FOUND SURVEY MARKER AS DESCRIBED
- FOUND 2 INCH ALUMINUM CAP PLS 18478
- RECOVERED No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
- SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904
- FOUND No. 5 REBAR NO CAP

- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- EXISTING LIGHT POLE
- EXISTING UTILITY PEDESTAL
- EXISTING ELECTRIC METER
- EXISTING SIGN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM MANHOLE
- EXISTING WATER METER
- EXISTING STORM INLET
- EXISTING PIPE INVERT
- EXISTING MAILBOX
- EXISTING FIBER OPTIC MANHOLE
- EXISTING UNDERGROUND FIBER OPTIC LINE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING UNDERGROUND WATER LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING UNDERGROUND GAS LINE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING FENCE LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE

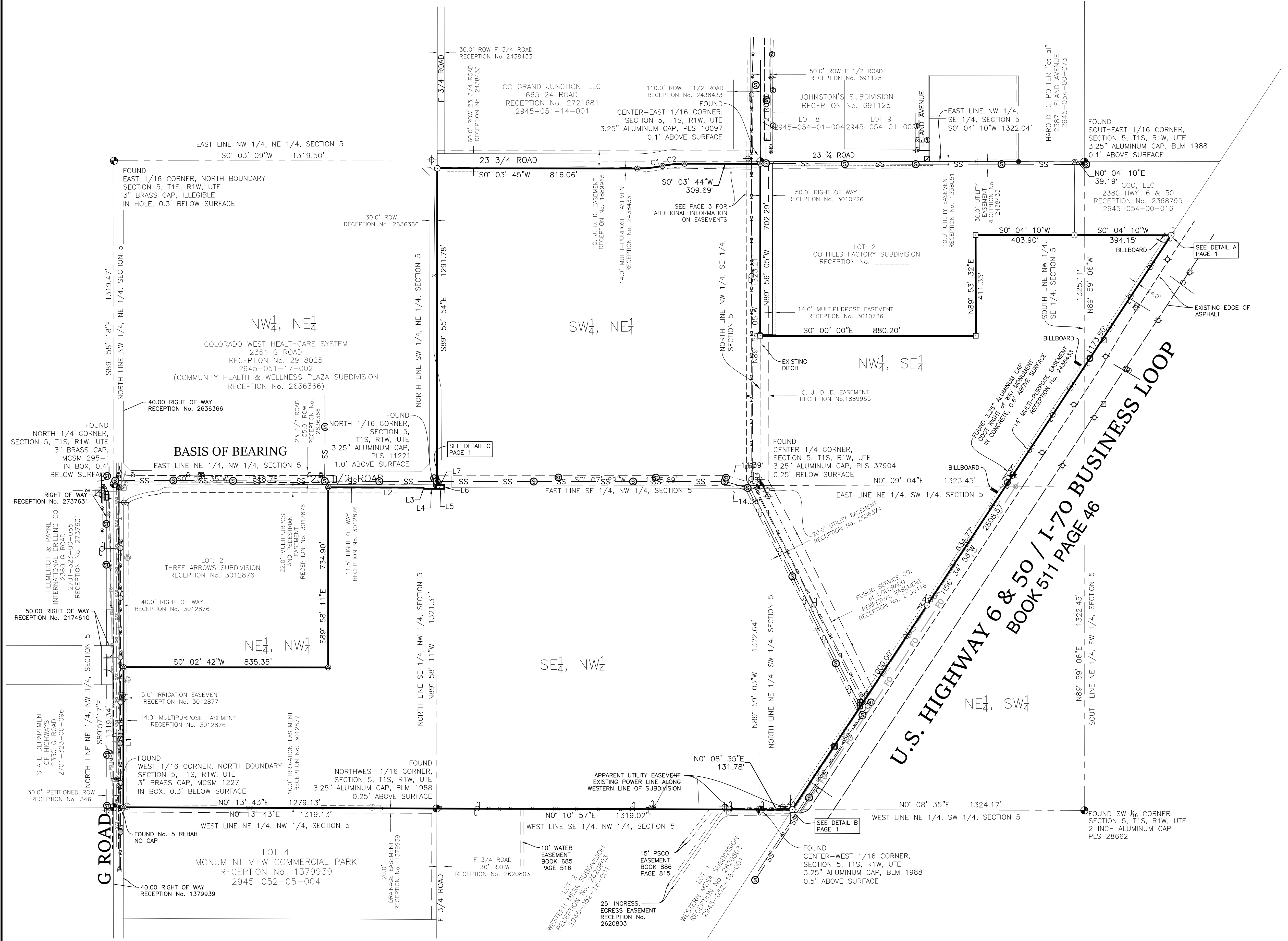
Line #	Direction	Length
L1	S89° 57' 17"E	571.57'
L2	S00° 08' 35"W	387.73'
L3	S45° 05' 03"W	7.08'
L4	S00° 08' 35"W	50.89'
L5	S00° 07' 29"W	30.00'
L6	S89° 58' 11"E	16.50'
L7	N00° 07' 29"E	30.00'

Curve #	Radius	Length	Delta	Chord Length	Chord Bearing
C1	500.00'	103.33'	011° 50' 25"	103.14'	S05° 51' 27"E
C2	440.00'	90.93'	011° 50' 25"	90.77'	S05° 51' 27"E

IMPROVEMENT SURVEY
LOT 1 FOOTHILLS FACTORY SUBDIVISION
AND SITUATED IN SECTION 5
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

JOB #: 2021-064 FIELD WORK: SL DRAWN BY: JW
DATE: 10/5/2022 DRAWING NAME: LOT 100 CHECKED BY: PC

POLARIS SURVEYING
PATRICK W. CLICK P.L.S. 3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038



Purpose

The proposed Planned Development will provide for a mix of manufacturing, office park employment centers, health care facilities, retail services, multifamily residential, attached residential, and detached residential uses with appropriate screening, buffering and open space, enhancement of natural features and other amenities such as shared drainage facilities and common landscape and streetscape character.

Unified Development

The project will be developed over time in a phased fashion, but in a unified manner with similar architectural styles and themes throughout. Detached sidewalks, where appropriate, along the arterial frontages are intended to provide for a safe multi-modal transportation haven and provide access to uses within the development. These detached sidewalks will also provide connectivity from the development to other existing and future points of interest adjacent to the subject property.

Default Zones

The default land use zones are as follows:

Pods One, Two and Three: BP (Business Park Mixed Use) with deviations contained within this Ordinance.

Pod Four: C-2 (General Commercial) with deviations as defined herein.

Pod Character

The property will be developed into four distinct areas (Pods) within the development that have a character similar to the following primary uses as more particularly detailed in the Pod Use Table:

Pod 1: Default zone - BP; POD 1 will generally consist of Medical Office/Clinic, Group Living, Attached, Detached Residential and Multi-Family Residential land uses. A list of allowed land uses is included under Section G. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 70% of the acreage in POD 1 . Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 2: Default zone - BP; POD 2 will generally consist of Medical Office/Clinic, Group Living, Retail Sales and Services, Personal Care, General Offices; Attached, Detached Residential and Multi-Family Residential land uses. A list of allowed land uses is included under Section G. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 40% of the acreage in POD 2. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 3: Default zone - BP POD 3 will generally consist of Multi-Family Residential, Attached and Detached Residential, Hotel/Motel, General Offices, Contractor Shops w/ Outdoor Storage, Auto Service, Retail Sales and Services. A list of allowed land uses is included in this ODP. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 55% of the acreage in POD 3. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 4: Default zone - C-2, POD 4 will generally consist of Shopping Center (Small and Big Box), Restaurants, Retail Sales and Services, Auto Service, General Offices and Manufacturing and Production; Freight Movement and Storage; Mixed-Use Multifamily//Commercial/Retail. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Authorized Uses

The list of authorized uses allowed within the BP and C-2 zone is hereby amended to include only the following, which are allowed without the need for approval of a conditional use permit.

Uses	POD 1 BP Default	POD 2 BP Default	POD 3 BP Default	POD 4 C-2 Default
Multi-family	X	X	X	X
Single-family detached	X	X	X	
Single-family attached (Townhomes)	X	X	X	
Accessory Dwelling Units	X	X	X	
Duplexes	X	X	X	
Business Residence	X	X	X	X
Group Living	X	X	X	
Colleges and Universities	X	X	X	
Vocational, Technical and Trade Schools	X	X	X	
Community Activity Building	X	X	X	
All other Community Service	X	X	X	
Museums, Art Galleries, Opera Houses, Libraries	X	X	X	
General Day Care	X	X	X	X
Medical and Dental Clinics	X	X	X	X
Physical and Mental Rehabilitation (Resident)	X	X	X	X
All other Health Care	X	X	X	X
Religious Assembly	X	X	X	X
Funeral Homes, Mortuaries, Crematories	X	X	X	X
Public Safety and Emergency Response Services			X	X
Hotels, Motels and Lodging	X	X	X	X
General Offices	X	X	X	X
Health Club	X	X	X	X
Alcohol Sales, Retail			X	X
Bar/Nightclub			X	X
Drive Through Restaurants	X	X	X	X
Drive Through Retail	X	X	X	X
Retail (small and large box)				X
Food Service, Catering	X	X	X	X
Food Service, Restaurant (Including Alcohol Sales)	X	X	X	X
Fuel Sales, Automotive/Appliance			X	X

General Retail Sales, Indoor Operations, Display and Storage	X	X	X	X
General Retail Sales, Outdoor Operations, Display or Storage	X	X	X	X
Repair, Small Appliance				X
Personal Services	X	X	X	X
All other Retail Sales and Services	X	X	X	X
Manufacturing and Production – Indoor Operations and Storage	X	X	X	X
Manufacturing and Production – Indoor Operations with Outdoor Storage	X	X	X	X
Mini-Warehouse			X	X
Auto and Light Truck Mechanical Repair			X	
Car Wash, Gasoline Service Station, Quick Lube			X	X
Landscaping Material, Indoor Greenhouse and Outdoor Nursery Plant Growing/Sales			X	X
Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without Hazardous Materials (indoor and/or Outdoor Operations and Storage)			X	X
Warehouse and Freight Movement – Indoor Operations, Storage and Loading with Outdoor Loading Docks			X	X
Wholesale Business (excluding highly flammable Materials/Liquids)			X	X
Bus/Commuter Stops	X	X	X	X
Government and Public Purpose Facilities	X	X	X	X
Parks and Open Space	X	X	X	X
Agricultural Uses*	X	X	X	X

* Agricultural Uses including indoor or outdoor activities primarily involving raising, producing or keeping plants or animals but excluding uses such as industrialized agricultural for example feedlots, pig farming, a use of a scale that requires significant structures or accessory structures, or a use that has the propensity to be a significant nuisance such as pig farming or other particularly odiferous. This use is intended to be interim in nature.

Uses Not Mentioned

- 1) To change uses from those specified above, the developer must request an amendment consistent to the Zoning and Development Code as amended, to allow a use which is not currently an allowed use for a particular pod.
- 2) If a question or interpretation arises regarding where, how or whether a proposed use fits into the list of uses found in this section, the Director shall decide if a use not specifically mentioned can reasonably be interpreted to fit into a principal use category or a general use category where similar uses are described as found in the Use Table within the City's Zoning and Development Code.

Dimensional and Intensity Standards

Minimum Lot Area	
Pod 1, 2 and 3	1,800 sf
Pod 4	No minimum

Minimum Lot Width	
Pod 1, 2 and 3	20 feet
Pod 4	No minimum

Minimum Street Frontage	
Pod 1, 2, 3, and 4	No minimum

Minimum Setbacks	Principle Structure / Accessory Structure
Pod 1, 2, 3 and 4	
Street (see footnote 1)	10' / 25'
Side / Rear yard	0'

Density (Minimum/Maximum)	
Pod 1, 2 and 3	5.5 du/ac min. density for Single Family Attached, Single Family Detached, Townhomes, and Duplexes 12 du/ac to 24 du/ac max. for Multi-Family
Pods 4	12 du/ac min./24 du/ac max

Maximum Height	
Pod 1, 2, and 3	65 feet
Pod 4	65 feet

Footnotes:

1. Non-Residential buildings shall be setback a minimum of 30 feet from “Arterial” designated rights-of-ways.

Deviations from bulk standards from default zones

To provide for flexibility necessary for the unique, efficient and effective design of the site, the following deviations from the default zone standards shall be applied to the site:

- Minimum lot size shall be 1800 square feet
- Minimum lot width shall be 20’
- Maximum building height shall be 65’
- Front (street) yard setback shall be 10’
- Rear yard setback shall be 0’

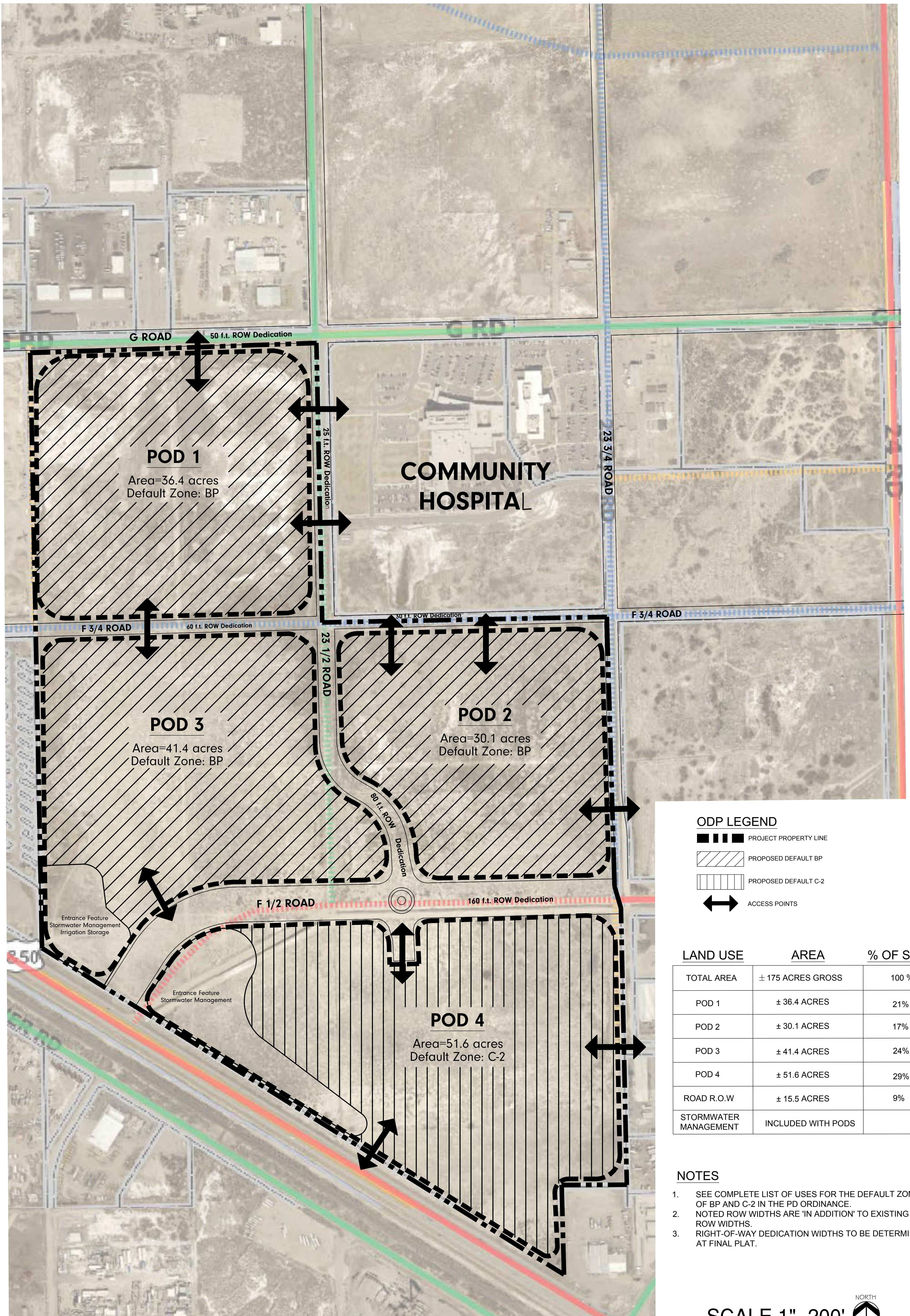
Lapse of Plan

Phase	Portion of Site*	Requirement	Expiration Date
<i>Approved subdivisions excluded (PLD-2021-523 & PLD-2021-654) - 33 acres</i>			
1	At least 20% (28 acres) of remaining 144 acres	Final Plat recorded within 5 years from date of approved PD Ordinance	TBD, 2028
2	At least an additional 25% (36 acres) of remaining 144 acres	Final Plat recorded within 7 years from date of approved PD Ordinance	TBD 2030
3	Remaining 80 acres	Final Plat recorded within 10 years from date of approved PD Ordinance	TBD 2033

*Acreage only includes final lots, created, excluded the remaining site acreage identified on the plat as “Lot 100”

Other Regulations

- Title 25, 24 Road Corridor Standards of the Zoning and Development Code shall apply, unless otherwise amended by the City.
- Unless otherwise included in this PD Ordinance, the development regulations, standards and administration contained within Section 21.06 of the Code, as may be amended including any applicable overlay zones apply to this PD and ODP, except the following
 - There are no hours of operation limitations for uses in all Pods
- Signage regulations and standards contained within Section 21.06 of the GJMC shall apply with the following modifications:
 - A sign package will be required as part of each Final Development Plan or Site Plan
 - The existing billboards located within Pod Four may remain as nonconforming uses until such time as site development activity begins on Pod Four.
 - New Outdoor Advertising
 - Signs (Billboards) within the PD will not be permitted.
- All applications for the development of the property (subdivisions, site plans, etc.) shall be subject to the Code in effect at the time of submittal, including the standards of this ODP and the PD Ordinance as may be amended.



ODP LEGEND

- PROJECT PROPERTY LINE
- PROPOSED DEFAULT BP
- PROPOSED DEFAULT C-2
- ACCESS POINTS

LAND USE	AREA	% OF SITE
TOTAL AREA	± 175 ACRES GROSS	100 %
POD 1	± 36.4 ACRES	21%
POD 2	± 30.1 ACRES	17%
POD 3	± 41.4 ACRES	24%
POD 4	± 51.6 ACRES	29%
ROAD R.O.W	± 15.5 ACRES	9%
STORMWATER MANAGEMENT	INCLUDED WITH PODS	

NOTES

1. SEE COMPLETE LIST OF USES FOR THE DEFAULT ZONES OF BP AND C-2 IN THE PD ORDINANCE.
2. NOTED ROW WIDTHS ARE 'IN ADDITION' TO EXISTING ROW WIDTHS.
3. RIGHT-OF-WAY DEDICATION WIDTHS TO BE DETERMINED AT FINAL PLAT.

SCALE 1"=200'



Kaart Planning
 734 Main Street
 Grand Junction, CO 81501
 970.241-0745 (P)
 kaart.com

MESA TRAILS
 GRAND JUNCTION, CO

SUBMITTAL TYPE
 Outline Development Plan

DRAWN BY
 MR
 CHECKED
 TJ
 JOB NUMBER
 2223
 DATE
 07/29/2022
 REVISIONS
 10/24/2023



734 Main Street
Grand Junction
CO 81501
970.241.0745
planning@kaart.com

Neighborhood Meeting Summary

A neighborhood meeting was held on Friday, July 28th on zoom to inform neighbors about the intent to submit an application to rezone the subject property from PD to PD. There were no participants at the meeting. Nicole Galehouse, Stuart Borne, and myself were the only attendees. We waited approximately 15 minutes for participants to arrive, from 5:30-5:45 pm. No one showed up and it was determined by the City that the meeting could end.



734 Main Street
Grand Junction
CO 81501
970.241.0745
planning@kart.com

Dear Property Owner,

You are invited to attend a virtual neighborhood meeting on Friday, July 28th at 5:30 pm for an application to rezone three properties located at 675 23 ½ Rd., 699 23 ½ Rd., and 649 23 ¾ Rd to Planned Development (PD). The subject properties are approximately 177 acres in size combined.

An overview of the project will be presented at the neighborhood meeting and you will have an opportunity to ask questions about the application. The neighborhood meeting will be held on Zoom at 5:30 pm on Friday, July 28th. Please use the link below and then enter the meeting ID and passcode to log into the meeting.

<https://zoom.us/join> or dial in at +1 719 359 4580

Meeting ID: 851 1353 7650

Passcode: 132828

Please reach out directly to me with any questions about attending the meeting, or if you would like me to email you a link for the meeting.

Ty Johnson

A handwritten signature in black ink, appearing to read "Ty Johnson".

Planning Manager

ty.johnson@kart.com



Subject Property

Nicole

ADJACENT PROPERTY OWNER NAME & ADDRESS ORDER FORM

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

Tax Parcel #(s): 2945-052-24-002; 2945-052-24-001; 2945-054-19-002

Property Address: 675 23 1/2 Rd.; 699 23 1/2 Rd.; 649 23 1/2 Rd.

Property Owner: Foothills Housing 2 LLC

Contact Person: Stuart Borne

Mailing Address:

E-Mail Address: stuart.borne@mosaic-housing.com

Applicant: Kaart Planning

Contact Person: Ty Johnson

Mailing Address: 734 Main St. Grand Junction CO 81501

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

Project Representative: Kaart Planning

Contact Person: Ty Johnson

Mailing Address: 734 Main St. Grand Junction CO 81501

Phone Number: 970-241-0745

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

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

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

23.2 ROAD LLC
3980 BROADWAY STE 103 UNIT 150
BOULDER CO 80304

A & G PARTNERSHIP LLP
710 S 15TH ST
GRAND JUNCTION CO 81501

ADELA ANCHONDO
2322 HIGHWAY 6 AND 50 UNIT 50
GRAND JUNCTION CO 81505

ANCHONDO ADELA
2322 HIGHWAY 6 AND 50 UNIT 67
GRAND JUNCTION CO 81505

ANCHONDO JUAN RICARDO PEREZ
3017 GUNNISON AVE
GRAND JUNCTION CO 81504

BERTRAND ALAN A
2322 HIGHWAY 6 AND 50 UNIT 65
GRAND JUNCTION CO 81505

BOOKCLIFF COMMERCIAL
PROPERTIES LLC
PO BOX 492
DELTA CO 81416

BROTHERS INVESTMENTS LLC
2308 HIGHWAY 6 AND 50
GRAND JUNCTION CO 81505

CANAS JUAN CARLOS
475 EL JARDIN LN
CLIFTON CO 81520

CASS MARY
508 1/2 29 RD
GRAND JUNCTION CO 81504

CC GRAND JUNCTION LLC
65 QUEEN STREET WEST STE 2400
TORONTO ONTARIO M5H 2M8

CGO LLC
1205 RIVERSIDE DR
ASPEN CO 81611

CHIN CHIN LLC
3168 STONEBURRO DR
GRAND JUNCTION CO 81504

CITY OF GRAND JUNCTION
NICOLE GALEHOUSE
250 N 5TH ST
GRAND JUNCTION CO 81505

COLORADO WEST HEALTHCARE
SYSTEM
2351 G RD
GRAND JUNCTION CO 81505

CORTES MARTHA CATALINA
2322 HIGHWAY 6 AND 50 UNIT 26
GRAND JUNCTION CO 81506

CROWN RESERVE LLC
704 23 2/10 RD
GRAND JUNCTION CO 81505

DAVIS RICHARD
897 23 RD
GRAND JUNCTION CO 81505

DESROSIERS CHARLES J
2643 F 1/2 RD
GRAND JUNCTION CO 81506

DURAN ESTEBAN R
WOODARD T D
2322 HIGHWAY 6 AND 50 UNIT 30
GRAND JUNCTION CO 81505

ELAM CONSTRUCTION INC
PO BOX 849
MAGNA UT 84044

ENGLAND REBECCA D
PO BOX 3752
GRAND JUNCTION CO 81502

ENGSTROM GEORGE R
2322 HIGHWAY 6 AND 50 UNIT 31
GRAND JUNCTION CO 81505

EN-SIM QOF LLC
2303 W RIDGES BLVD
GRAND JUNCTION CO 81507

FAWCETT BRIDGETT
2322 HIGHWAY 6 AND 50 UNIT 55
GRAND JUNCTION CO 81505

FOOTHILLS HOUSING 2 LLC;
FOOTHILLS HOUSING 5 LLC
STUART BORNE
55 MADISON ST STE 530
DENVER CO 80206

GAGNON RUSTIN
2322 HIGHWAY 6 AND 50 UNIT 34
GRAND JUNCTION CO 81505

GARCIA FERNANDO G
SALAZAR MARIA
2322 HIGHWAY 6 AND 50 UNIT 22
GRAND JUNCTION CO 81505

GARCIA RYAN C
2322 HIGHWAY 6 AND 50 UNIT 77
GRAND JUNCTION CO 81505

GJ PROPERTIES CENTRAL LLC; GJ
PROPERTIES WEST LLC
VOYTILLA SCOTT
2276 HOLLAND DR
GRAND JUNCTION CO 81507

GS MOBILE CITY LLC
2100 E COLFAX AVE
DENVER CO 80206

GUTIERREZ JOSE
GUTIERREZ MAYRA T
2322 HIGHWAY 6 AND 50 UNIT 71
GRAND JUNCTION CO 81505

HECTOR DENNIS
2322 HIGHWAY 6 AND 50 UNIT 27
GRAND JUNCTION CO 81505

HELMERICH & PAYNE INTERNATIONAL
DRILLING CO
1437 S BOULDER AVE STE 1400
TULSA OK 74119

HIGUERA JESUS
2322 HIGHWAY 6 AND 50 UNIT 58
GRAND JUNCTION CO 81505

HUBBARD GLEN E
HUBBARD JERRI L
2322 HIGHWAY 6 AND 50 UNIT 52
GRAND JUNCTION CO 81505

HUNGER SYDNEY
3233 LAKESIDE DR UNIT 205
GRAND JUNCTION CO 81506

JD WINDOW CLEANING LLC
508 1/2 29 RD
GRAND JUNCTION CO 81504

JOHNSON CHRIS J
2322 HIGHWAY 6 AND 50 UNIT 56
GRAND JUNCTION CO 81505

KAART PLANNING
TY JOHNSON
734 MAIN ST
GRAND JUNCTION CO 81505

KEENEY BETTY L
2322 HIGHWAY 6 AND 50 UNIT 9
GRAND JUNCTION CO 81505

KNIGHT CONSTRUCTION AND
DEVELOPMENT LLC
397 RIDGE CIRCLE DR UNIT 8
GRAND JUNCTION CO 81507

LAMMERS JOSHUA
1015 UNAWEEP AVE
GRAND JUNCTION CO 81503

LICATA MARIO
PO BOX 441
PALISADE CO 81526

LUCERO LLC
2385 F 1/2 RD
GRAND JUNCTION CO 81505

M & D ENTERPRISES LLC
AZCARRAGA MARTIN; AZCARRAGA
DONNA
PO BOX 2072
GRAND JUNCTION CO 81502

MARSH INVESTMENT PROPERTIES
LLC
1760 10 1/2 RD
MACK CO 81525

MONUMENT INVESTMENT COMPANY
LLC
349 BUFFALO CT
GRAND JUNCTION CO 81507

MSBSRV LLC
2122 HWY 6 & 50
GRAND JUNCTION CO 81505

NAVARETTE-PEREZ ARSENIO
LOPEZ DINA GUERRERO
2322 HIGHWAY 6 AND 50 UNIT 20
GRAND JUNCTION CO 81505

NESS JONATHAN T
1647 NICHOLAS LN UNIT 2
CHIPPEWA FALLS WI 54729

NUMMELIN EDWARD A
2322 HIGHWAY 6 AND 50 UNIT 75
GRAND JUNCTION CO 81505

ORPINEL DORA M
2322 HIGHWAY 6 AND 50 UNIT 79
GRAND JUNCTION CO 81505

OTT PAULA M
2322 HIGHWAY 6 AND 50 UNIT 7
GRAND JUNCTION CO 81505

OWENS TIMOTHY CURTIS
PO BOX 3522
GRAND JUNCTION CO 81502

PACIFIC HIDE & FUR DEPOT
PO BOX 1549
GREAT FALLS MT 59403

PALMA AMBER
MOLINA FRANCISCO R PALMA
2322 HIGHWAY 6 AND 50 UNIT 61
GRAND JUNCTION CO 81505

PETITT EDWARD
PETITT HELEN
538 PEARCE AVE #53
GRAND JUNCTION CO 81520

PETITT WILLIA GENE
PETITT JIMMY LEE
2322 HIGHWAY 6 AND 50 UNIT 39
GRAND JUNCTION CO 81505

PH PROPERTIES LLC
1033 22 RD
GRAND JUNCTION CO 81505

POLLOCK ANGELA
2322 HIGHWAY 6 AND 50 UNIT 63
GRAND JUNCTION CO 81505

POTTER HAROLD D
POTTER CORY L
2045 RIVER RD
FRUITA CO 81521

POWER LAND COMPANY II LLC
PO BOX 28
DENVER CO 80201

RANDALL AUSTIN
3060 UPHAM ST
WHEAT RIDGE CO 80033

ROBERT D STOTT LIVING TRUST
2536 RIMROCK AVE STE 400-301
GRAND JUNCTION CO 81505

RODRIGUEZ ELADIA A
2322 HIGHWAY 6 AND 50 UNIT 15
GRAND JUNCTION CO 81505

RUSSELL PAMELA
2322 HIGHWAY 6 AND 60 UNIT 83
GRAND JUNCTION CO 81505

RUVALCABA OSCAR
2322 HIGHWAY 6 AND 50 UNIT 16
GRAND JUNCTION CO 81505

SAWYER ROBERT ARTHUR
SAWYER CHRISTOPHER
2322 HIGHWAY 6 AND 50 UNIT 36
GRAND JUNCTION CO 81505

SIEFKES GUNDA
2322 HIGHWAY 6 AND 50 UNIT 37
GRAND JUNCTION CO 81505

SMR & 6 LLC
680 INDEPENDENCE VALLEY DR
GRAND JUNCTION CO 81507

SOLOMON TRANSFORMERS LLC
PO BOX 245
SOLOMON KS 67480

SOLOMON TRANSFORMERS LLC DBA
SUNBELT SOLOMON SERVICES
1922 S MLK JR DR
TEMPLE TX 76504

SPENDRUP MARY E
SPENDRUP EMILY M & ZEBADIAH O
GRANTEE BENEFICIARIES
218 PLESANT VALLEY RD
BRATTLEBORO VT 0

STATE DEPARTMENT OF HIGHWAYS
606 S 9TH ST STE 1
GRAND JUNCTION CO 81501

STORAGE PLACE LLC
PO BOX 9443
RANCHO SANTA FE CA 92067

TARANGO JOSE
TARANGO GABRIEL
480 28 1/4 RD UNIT 112
GRAND JUNCTION CO 81501

TORRES NOHEMI ESTRADA
2322 HIGHWAY 6 AND 50 UNIT 69
GRAND JUNCTION CO 81505

TORTORELLI TONY
BURROUGHS ANNA
2322 HIGHWAY 6 AND 50 UNIT 57
GRAND JUNCTION CO 81505

TURNER JOHN A
SALAZAR ANGELINA
528 GUNNISON AVE
GRAND JUNCTION CO 81501

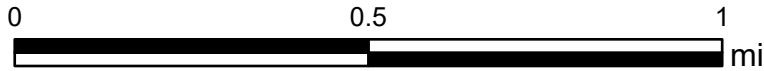
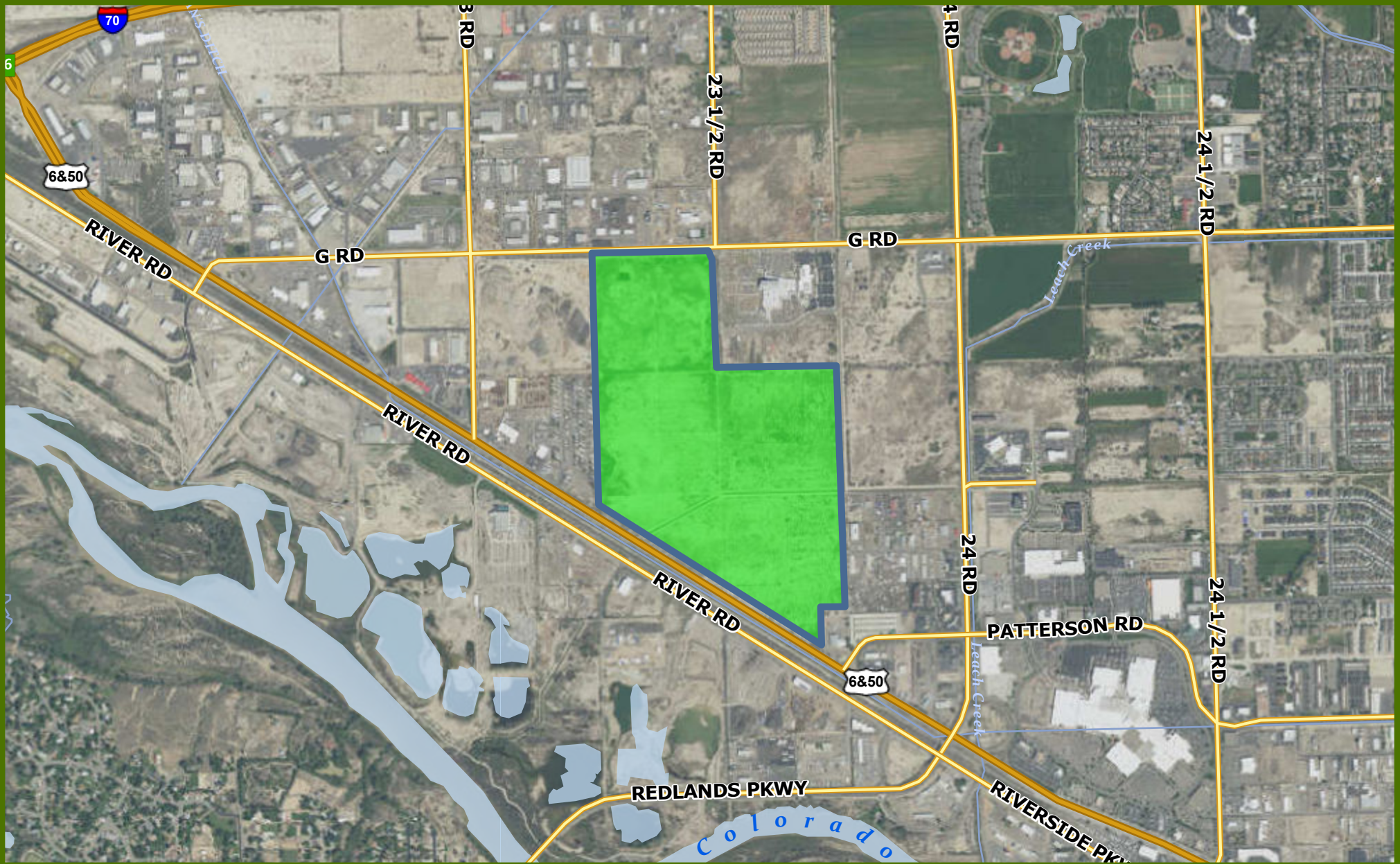
VARGAS HERIBERTO
2322 HIGHWAY 6 AND 50 UNIT 48
GRAND JUNCTION CO 81505

WESTERN SLOPE CENTER FOR
CHILDREN
PO BOX 3978
GRAND JUNCTION CO 81502

WILLIAMS LINDA K
2322 HIGHWAY 6 AND 50 UNIT 81
GRAND JUNCTION CO 81505

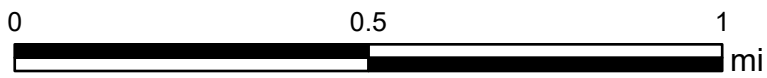
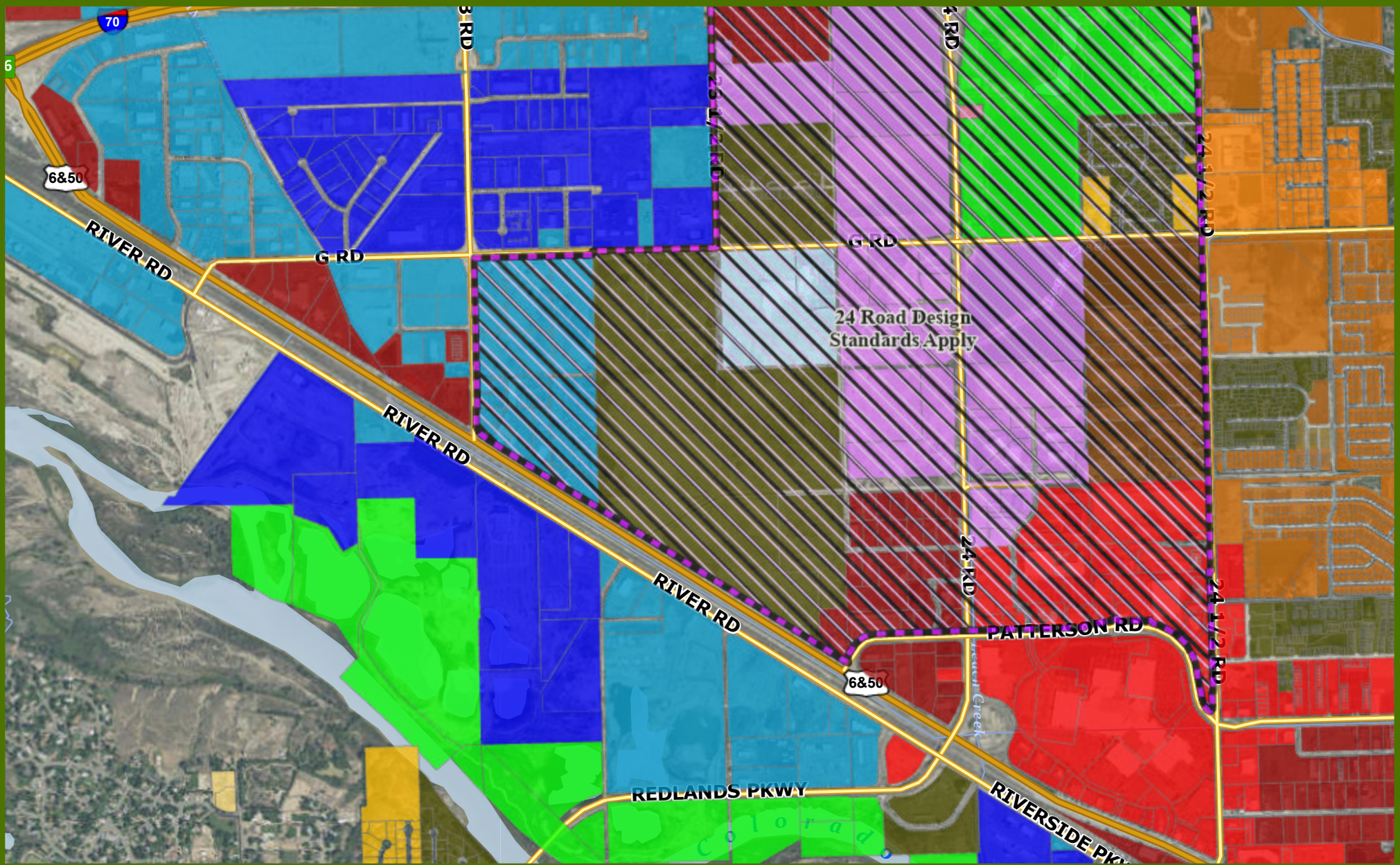
WPW HOLDINGS LLC
709 23 2/10 RD
GRAND JUNCTION CO 81505

Mesa Trails Location Map



Printed: 10/26/2023
1 inch equals 1,433 feet
Scale: 1:17,196
Packet Page 282

Mesa Trails Zoning Map



Printed: 10/26/2023
1 inch equals 1,433 feet
Scale: 1:17,196
Packet Page 283

GRAND JUNCTION PLANNING COMMISSION
November 28, 2023, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:33 p.m. by Chairman Scissors.

Those present were Planning Commissioners; Shanon Secrest, Melanie Duyvejonck, Sandra Weckerly, and Keith Ehlers.

Also present were Jamie Beard (City Attorney), Niki Galehouse (Planning Supervisor), Jessica Johnsen (Senior Planner), Tim Lehrbach (Senior Planner), Madeline Robinson (Planning Technician), and Jacob Kaplan (Planning Technician).

There were 0 members of the public in attendance, and 2 virtually.

CONSENT AGENDA

1. Approval of Minutes

Minutes of Previous Meeting(s) from November 14, 2023.

REGULAR AGENDA

1. The Eddy Easement Vacation

VAC-2023-305

Consider a request by The Eddy at Grand Junction LLC to vacate portions of the public trail easement across the property located at 347 and 348 Eddy Drive.

Staff Presentation

Jessica Johnsen, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

Applicant Ty Johnson with Kaart Planning was present and available for questions.

This item was requested to be continued to a date to be determined.

Motion and Vote

Commissioner Ehlers made the following motion "I motion that the easement vacation of the Eddy, city file number VAC-2023-305, be continued."

Commissioner Weckerly seconded; motion passed 5-0.

2. Mesa Trails ODP

PLD-2023-550

Consider a request by Foothills Housing 2 LLC and Foothills Housing 5 LLC to rezone approximately 174.3 acres located Between 23 ¼ and 23 ¾ Roads, from G Road to Highway 6

and 50, from PD (Planned Development) to PD (Planned Development) and adopt an Outline Development Plan for “Mesa Trails.”

Staff Presentation

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

Applicant Ty Johnson with Kaart Planning was present and available for questions.

Questions for staff

Commissioner Ehlers asked the applicant if they are concerned about a lack of predictability with planning and financing given the recent changes to the Zoning and Development Code (Z&D Code), the 2020 One Grand Junction Comprehensive Plan (Comp Plan), and the Transportation Engineering Design Standards Manual (TEDS Manual).

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, November 21, 2023, via www.GJSpeaks.org.

There were no comments from the public or from online attendees.

The public comment period was closed at 6:49 p.m. on November 28, 2023.

Discussion

Commissioner Ehlers asked if staff felt the plan was sufficient to address the revisions to the Z&DC, the Comp, Plan, and the TEDS Manual.

Motion and Vote

Commissioner Ehlers made the following motion “Mr. Chairman, on the request to rezone the approximately 174.3 acres located between the proposed 23 ¼ road and 23 ¾ Roads, from G Road to Highway 6 and 50, from “PD” (Planned Development) to “PD” (Planned Development) and adopt an Outline Development Plan for “Mesa Trails,” City file number PLD-2023-550, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report.”

Commissioner Secrest seconded; motion passed 5-0.

3. Hartman Brothers Annexation

ANX-2023-564

Consider a request by Flavius Real Estate LLC to zone 2.96 acres within the Hartman Brothers Annexation to I-1 (Light Industrial) located at 821 21 ½ Road.

Staff Presentation

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

Applicant Ty Johnson with Kaart Planning was present and available for questions.

Questions for staff

Commissioner Ehlers inquired as to the existing use of the property. He asked why the City was requiring the property to be annexed.

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, November 21, 2023, via www.GJSpeaks.org.

There were no comments from the public or from online attendees.

The public comment period was closed at 7:03 p.m. on November 28, 2023.

Discussion

No discussion occurred between the commissioners.

Motion and Vote

Commissioner Secrest made the following motion “Mr. Chairman, on the Zone of Annexation request for the property located at 821 21 ½ Road, City file number ANX-2023-564, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

Commissioner Weckerly seconded; motion passed 5-0.

OTHER BUSINESS

ADJOURNMENT

Commissioner Weckerly moved to adjourn the meeting.

The vote to adjourn was 5-0.

The meeting adjourned at 7:04 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4676

**AN ORDINANCE ZONING THE ONEWEST DEVELOPMENT
TO A PD (PLANNED DEVELOPMENT) ZONE,
BY APPROVING AN OUTLINE DEVELOPMENT PLAN WITH DEFAULT ZONES OF
BP (BUSINESS PARK MIXED USE) AND C-2 (GENERAL COMMERCIAL)**

**LOCATED AT 2350 HIGHWAY 6 AND 50
BETWEEN 23 ¼ AND 23 ¾ ROADS, FROM G ROAD TO HIGHWAY 6 AND 50**

Recitals:

A request to zone approximately 177 acres to PD (Planned Development) by approval of an Outline Development Plan (Plan) with default zones of BP (Business Park Mixed Use) and C-2 (General Commercial) has been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning, and adopt the Outline Development Plan for the OneWest Development. If this approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards specified herein.

In public hearings, the Planning Commission and City Council reviewed the request for Outline Development Plan approval and determined that the Plan satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed Plan has achieved "long-term community benefits" through the provision of more effective infrastructure.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS ZONED TO PLANNED DEVELOPMENT WITH THE FOLLOWING DEFAULT ZONE AND STANDARDS:

- A. ALL of Lot 2, Centennial Commercial Center, City of Grand Junction, Mesa County, Colorado.
- B. OneWest Outline Development Plan is approved with the Findings of Fact/Conclusions, and Conditions listed in the Staff Report including attachments and Exhibits.
- C. Purpose

The proposed Planned Development will provide for a mix of manufacturing, office park employment centers, health care facilities, retail services and multifamily residential uses with appropriate screening, buffering and open space, enhancement of natural features and other amenities such as shared drainage facilities and common landscape and streetscape character.

D. Unified Development

The project will be developed over time in a phased fashion, but in a unified manner with similar architectural styles and themes throughout. Detached sidewalks along the arterial frontages are intended to provide for safe multi-modal transportation haven and provide access to uses within the development. These detached sidewalks will also provide connectivity from the development to other existing and future points of interest adjacent to the subject property.

E. Default Zones

The default land use zones are as follows:

Pods One and Two: BP (Business Park Mixed Use) with deviations contained within this Ordinance.

Pods Three and Four: C-2 (General Commercial) with deviations contained within this Ordinance.

F. Pod Character

The property will be developed into four distinct areas (Pods) within the development that have a character similar to the following primary uses as more particularly detailed in the Pod Use Table:

Pod 1: Default zone – BP; Medical Office/Clinic, Manufacturing and Production, Group Living

Pod 2: Default zone – BP; Medical Office/Clinic, Group Living, Multi-Family Housing, Retail Sales and Services, Personal Care, General Offices

Pod 3: Default zone – C-2; Hotel/Motel, General Offices, Contractor Shops w/ Outdoor Storage, Auto Service, Retail Sales and Services

Pod 4: Default zone – C-2; Shopping Center (Big Box), Restaurants, Retail Sales and Services, Auto Service, General Offices

G. Authorized Uses

1. The list of authorized uses allowed within the BP and C-2 zone is hereby amended to include only the following, which are allowed without the need for approval of a conditional use permit.

a) POD 1 – BP Default Zone

- 1) Multifamily
- 2) Unlimited Group Living
- 3) Colleges and Universities
- 4) Vocational, Technical and Trade Schools
- 5) Community Activity Building
- 6) All other Community Service
- 7) Museums, Art Galleries, Opera Houses, Libraries
- 8) General Day Care

- 9) Medical and Dental Clinics
- 10) Physical and Mental Rehabilitation (Resident)
- 11) All other Health Care
- 12) Religious Assembly
- 13) Funeral Homes, Mortuaries, Crematories
- 14) Hotels and Motels
- 15) General Offices
- 16) Health Club
- 17) Drive Through Restaurants
- 18) Drive Through Retail
- 19) Food Service, Catering
- 20) Food Service, Restaurant (including Alcohol Sales)
- 21) General Retail Sales, Indoor Operations, Display and Storage
- 22) General Retail Sales, Outdoor Operations, Display or Storage
- 23) Personal Services
- 24) All other Retail Sales and Services
- 25) Manufacturing and Production - Indoor Operations and Storage
- 26) Manufacturing and Production – Indoor Operations with Outdoor Storage
- 27) Bus/Commuter Stops

b) POD 2 – BP Default Zone

- 1) Multifamily
- 2) Unlimited Group Living
- 3) Colleges and Universities
- 4) Vocational, Technical and Trade Schools
- 5) Community Activity Building
- 6) All other Community Service
- 7) Museums, Art Galleries, Opera Houses, Libraries
- 8) General Day Care
- 9) Medical and Dental Clinics
- 10) Physical and Mental Rehabilitation (Resident)
- 11) All other Health Care
- 12) Religious Assembly
- 13) Funeral Homes, Mortuaries, Crematories
- 14) Hotels and Motels
- 15) General Offices
- 16) Health Club
- 17) Drive Through Restaurants
- 18) Drive Through Retail
- 19) Food Service, Catering
- 20) Food Service, Restaurant (including Alcohol Sales)
- 21) General Retail Sales, Indoor Operations, Display and Storage
- 22) General Retail Sales, Outdoor Operations, Display or Storage
- 23) Personal Services
- 24) All other Retail Sales and Services
- 25) Manufacturing and Production - Indoor Operations and Storage
- 26) Manufacturing and Production – Indoor Operations with Outdoor Storage

27) Bus/Commuter Stops

c) POD 3 – C-2 Default Zone

- 1) Colleges and Universities
- 2) Vocational, Technical and Trade Schools
- 3) Community Activity Building
- 4) All other Community Service
- 5) Museums, Art Galleries, Opera Houses, Libraries
- 6) General Day Care
- 7) Medical and Dental Clinics
- 8) Physical and Mental Rehabilitation (Resident)
- 9) All other Health Care
- 10) Religious Assembly
- 11) Funeral Homes, Mortuaries, Crematories
- 12) Public Safety and Emergency Response Services
- 13) Hotels and Motels
- 14) General Offices
- 15) Health Club
- 16) Alcohol Sales, Retail
- 17) Bar/Nightclub
- 18) Drive Through Restaurants
- 19) Drive Through Retail
- 20) Food Service, Catering
- 21) Food Service, Restaurant (including Alcohol Sales)
- 22) Fuel Sales, Automotive/Appliance
- 23) General Retail Sales, Indoor Operations, Display and Storage
- 24) General Retail Sales, Outdoor Operations, Display or Storage
- 25) Repair, Small Appliance
- 26) Personal Services
- 27) All other Retail Sales and Services
- 28) Mini-Warehouse
- 29) Auto and Light Truck Mechanical Repair
- 30) Car Wash, Gasoline Service Station, Quick Lube
- 31) Manufacturing and Production - Indoor Operations and Storage
- 32) Manufacturing and Production – Indoor Operations with Outdoor Storage
- 33) Manufacturing and Production – Outdoor Operations and Storage
- 34) Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without Hazardous Materials (Indoor and/or Outdoor Operations and Storage)
- 35) Warehouse and Freight Movement – Indoor Operations, Storage and Loading with Outdoor Loading Docks
- 36) Wholesale Business (No Highly Flammable Materials/Liquids)
- 37) Bus/Commuter Stops

d) POD 4 – C-2 Default Zone

- 1) General Day Care
- 2) Medical and Dental Clinics

- 3) Physical and Mental Rehabilitation (Resident)
- 4) All other Health Care
- 5) Religious Assembly
- 6) Funeral Homes, Mortuaries, Crematories
- 7) Public Safety and Emergency Response Services
- 8) Hotels and Motels
- 9) General Offices
- 10) Health Club
- 11) Alcohol Sales, Retail
- 12) Bar/Nightclub
- 13) Drive Through Restaurants
- 14) Drive Through Retail
- 15) Food Service, Catering
- 16) Food Service, Restaurant (including Alcohol Sales)
- 17) Fuel Sales, Automotive/Appliance
- 18) General Retail Sales, Indoor Operations, Display and Storage
- 19) General Retail Sales, Outdoor Operations, Display or Storage
- 20) Repair, Small Appliance
- 21) Personal Services
- 22) All other Retail Sales and Services
- 23) Auto and Light Truck Mechanical Repair
- 24) Car Wash, Gasoline Service Station, Quick Lube
- 25) Wholesale Business (No Highly Flammable Materials/Liquids)
- 26) Bus/Commuter Stops

e) Uses Not Allowed

- 1) To change uses from those specified above, the developer must request that the City Council consider an amendment to allow a use which is not currently an allowed use for a particular pod.

H. Performance Standards

1. Title 25, 24 Road Corridor Standards in the current Zoning and Development Code (Code) shall apply, unless otherwise amended by the City.
2. Loading docks and trash areas or other service areas shall be located only in the side or rear yards and must be screened from adjacent right-of-ways with either a wall or landscaping.
3. Vibration, Smoke, Odor Noise, Glare, Wastes, Fire Hazards and Hazardous Materials. No person shall occupy, maintain or allow any use without continuously meeting the following minimum standards regarding vibration, smoke, odor, noise, glare, wastes, fire hazards and hazardous materials.
 - a. Vibration: Except during construction or as authorized by the City, an activity or operation which causes any perceptible vibration of the earth to an ordinary person on any other lot or parcel shall not be permitted.

- b. Noise: The owner and occupant shall regulate uses and activities on the property so that sound never exceeds sixty-five decibels (65 dB) at any point along the property line.
- c. Glare: Lights, spotlights, high temperatures processes or otherwise, whether direct or reflected, shall not be visible from any lot, parcel or right-of-way.
- d. Solid and Liquid Waste: All solid waste, debris and garbage shall be contained within a closed and screened dumpster, refuse bin and/or trash compactor. Incineration of trash or garbage is prohibited. No sewage or liquid wastes shall be discharged or spilled on the property.
- e. Hazardous Materials: Information and materials to be used or located on the site, whether on a full-time or part-time basis, that are required by the SARA Title III Community Right to Know shall be provided at the time of any City review, including the site plan. Information regarding the activity or at the time of any change of use or expansion, even for existing uses, shall be provided to the Director
- f. Outdoor Storage and Display: Outdoor storage shall only be located in the rear half of the lot. Permanent display areas may be located beside or behind the principal structure. For lots with double or triple frontage the side and rear yards that are to be used for permanent display areas shall be established with site plan approval. Portable display of retail merchandise may be permitted as provided in GJMC 21.04.040(h).

I. Dimensional and Intensity Standards

Minimum Lot Area	
Pod 1 and 2	1 acre
Pod 3	0.5 acre
Pod 4	No minimum

Minimum Lot Width	
Pod 1 and 2	100 feet
Pod 3	50 feet
Pod 4	No minimum

Minimum Street Frontage	
Pod 1, 2, 3, and 4	No minimum

Minimum Setbacks	Principle Structure / Accessory Structure
Pod 1, 2, 3 and 4	
Street (see footnote 1)	15' / 25'
Side / Rear yard	0' except identified Buffer Area is 15'

Density (Minimum/Maximum)	
Pod 1 and 2	8 du/ac min. / 24 du/ac max.
Pods 3 and 4	N/A

Maximum Height	
Pod 1	65 feet
Pod 2, 3, and 4	40 feet

Footnotes:

1. Non-Residential buildings shall be setback a minimum of 30 feet from "Arterial" designated right-of-ways.

J. Development Schedule

A Final Development Plan and plat must be approved within six (6) years of the PD Ordinance. If a Final Development Plan and plat is not approved within six (6) years, the ODP will expire and the zoning will revert back to the original MU and C-2. The area(s) required as determined by the City for the regional drainage facilities shall be dedicated to the City at the time the first plat is recorded for any land included within the ODP.

All subsequent plans and/or plats must be reviewed under the code in effect at the time of submittal, including the standards of this ODP and the PD Ordinance and/or any subsequent amendments thereto.

K. Other Regulations

Development regulations and standards contained within Section 21.06 of the GJMC apply to all Pods, except the following:

One (1) freestanding project identification monument sign shall be allowed at no more than two intersecting corners along all roadways within the development.

A sign package will be required as part of each Final Development Plan and/or Site Plan.

The existing billboards located within Pod Four may remain as nonconforming uses until such time as site development activity begins on Pod Four. New billboards within the PD will not be permitted.

Hours of Operation – All Pods - unrestricted

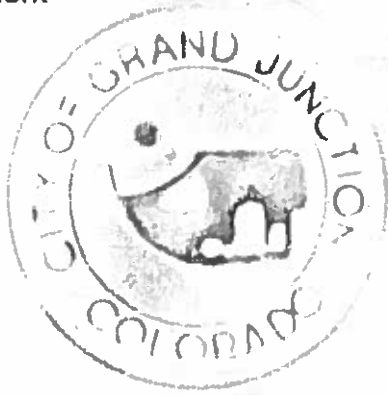
Introduced for first reading on this 5th day of August, 2015 and ordered published in pamphlet form.

PASSED and ADOPTED this 19th day of August, 2015 and ordered published in pamphlet form.

ATTEST:

Barbara Forrie
President of City Council


Stephanie Yuen
City Clerk



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4676 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 5th day of August, 2015 and that the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 19th day of August, 2015, at which Ordinance No. 4676 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 21st day of August, 2015.



Stephanie Tuin, MMC
City Clerk

Published: August 7, 2015
Published: August 21, 2015
Effective: September 20, 2015



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4855

AN ORDINANCE AMENDING PLANNED DEVELOPMENT ZONING ORDINANCE NO. 4676 AND AMENDING THE OUTLINE DEVELOPMENT PLAN FOR "ONEWEST" DEVELOPMENT, NOW KNOWN AS "THE COMMUNITY" PLANNED DEVELOPMENT, LOCATED AT 2350 HIGHWAY 6 AND 50 BETWEEN 23 ¼ AND 23 ¾ ROADS, FROM G ROAD TO HIGHWAY 6 AND 50

Recitals:

The owner of approximately 177 acres of property located at 2350 Highway 6 and 50 has requested an amendment to the PD zoning and to the Outline Development Plan (ODP) applicable to the property.

The amendments revise the standards, default zoning and development schedule established by Ordinance No. 4676 and amend the Outline Development Plan as follows:

1. Allows the following additional land uses in Pods in accordance with the table (found in Section G) in this ordinance:
 - a. Single Family detached
 - b. Single Family attached (Townhomes)
 - c. Accessory Dwelling Units
 - d. Duplexes
 - e. Business Residence
 - f. Retail (small and large box)
 - g. Landscaping Material, Indoor Greenhouse and Outdoor Nursery Plant Growing/Sales
 - h. Government and Public Purpose Facilities
 - i. Parks and Open Space
 - j. Agricultural Uses
2. Limits the total acreage in each Pod for Single Family detached, Single Family attached, and Duplexes and require a minimum density of 5.5 du/ac for these land uses.
3. Some land uses consistent with the overall PD character that were restricted to certain pods are allowed in other Pods as well.
4. Updates the ODP map showing changes to the default zones by Pod, reconfigures 23 ½ Road and its intersection with F ½ Road, and adjusts Pod acreage.
5. Revises the bulk standards of the PD zone including deviations from the default standards for street setback, lot width, minimum lot area, and maximum height; and establishes a multi-family minimum density.

6. Removes redundancy in the Performance Standards and clarifies decision making by the City.
7. Establishes a new Development and Phasing Schedule.

In recommending and approving Ordinance No. 4676 and the ODP adopted therewith, the Planning Commission and City Council determined that the PD zoning ordinance and ODP satisfied the criteria of the Code, was consistent with the purpose and intent of the Comprehensive Plan, and achieved long-term community benefits through the provision of more effective infrastructure.

The Planning Commission found in a public hearing held on April 23, 2019, and the City Council hereby finds, that the proposed amendments likewise satisfy the applicable criteria of the Zoning and Development Code, are consistent with the purpose and intent of the Comprehensive Plan, and achieve the same long-term community benefits as the previously adopted ODP. In addition, the amended PD and Plan also achieve additional "long-term community benefits" by providing needed housing types and mix and reducing traffic demands.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS ZONED PLANNED DEVELOPMENT WITH THE FOLLOWING DEFAULT ZONES AND STANDARDS:

- A. ALL of Lot 2, Centennial Commercial Center, City of Grand Junction, Mesa County, Colorado.
- B. "The Community" Outline Development Plan (ODP) is approved with the Findings of Fact/Conclusions, and Conditions listed in the Staff Report dated April 23, 2019 and including attachments and Exhibit A and Exhibit B attached to this ordinance.
- C. Purpose

The proposed Planned Development will provide for a mix of manufacturing, office park employment centers, health care facilities, retail services, multifamily residential, attached residential, and detached residential uses with appropriate screening, buffering and open space, enhancement of natural features and other amenities such as shared drainage facilities and common landscape and streetscape character.

- D. Unified Development

The project will be developed over time in a phased fashion, but in a unified manner with similar architectural styles and themes throughout. Detached sidewalks, where appropriate, along the arterial frontages are intended to provide for a safe multi-modal transportation haven and provide access to uses within the development. These detached sidewalks will also provide connectivity from the

development to other existing and future points of interest adjacent to the subject property.

E. Default Zones

The default land use zones are as follows:

Pods One, Two and Three: BP (Business Park Mixed Use) with deviations contained within this Ordinance.

Pod Four: C-2 (General Commercial) with deviations contained within this Ordinance.

F. Pod Character

The property will be developed into four distinct areas (Pods) within the development that have a character similar to the following primary uses as more particularly detailed in the Pod Use Table:

Pod 1: Default zone – BP; POD 1 will generally consist of Medical Office/Clinic, Group Living, Attached, Detached Residential and Multi-Family Residential land uses. A list of allowed land uses is included under Section G. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 70% of the acreage in POD 1. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 2: Default zone – BP; POD 2 will generally consist of Medical Office/Clinic, Group Living, Retail Sales and Services, Personal Care, General Offices; Attached, Detached Residential and Multi-Family Residential land uses. A list of allowed land uses is included under Section G. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 40% of the acreage in POD 2. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 3: Default zone – BP POD 3 will generally consist of Multi-Family Residential, Attached and Detached Residential, Hotel/Motel, General Offices, Contractor Shops w/ Outdoor Storage, Auto Service, Retail Sales and Services. A list of allowed land uses is included under Section G. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 55% of the acreage in POD 3. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 4: Default zone – C-2, POD 4 will generally consist of Shopping Center (Small and Big Box), Restaurants, Retail Sales and Services, Auto Service, General Offices and Manufacturing and Production; Freight Movement and Storage; Mixed-Use Multifamily//Commercial/Retail. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

G. Authorized Uses

1. The list of authorized uses allowed within the BP and C-2 zone is hereby amended to include only the following, which are allowed without the need for approval of a conditional use permit.

Uses	POD 1 BP Default	POD 2 BP Default	POD 3 BP Default	POD 4 C-2 Default
Multi-family	X	X	X	X
Single-family detached	X	X	X	
Single-family attached (Townhomes)	X	X	X	
Accessory Dwelling Units	X	X	X	
Duplexes	X	X	X	
Business Residence	X	X	X	X
Group Living	X	X	X	
Colleges and Universities	X	X	X	
Vocational, Technical and Trade Schools	X	X	X	
Community Activity Building	X	X	X	
All other Community Service	X	X	X	
Museums, Art Galleries, Opera Houses, Libraries	X	X	X	
General Day Care	X	X	X	X
Medical and Dental Clinics	X	X	X	X
Physical and Mental Rehabilitation (Resident)	X	X	X	X
All other Health Care	X	X	X	X
Religious Assembly	X	X	X	X
Funeral Homes, Mortuaries, Crematories	X	X	X	X
Public Safety and Emergency Response Services			X	X
Hotels, Motels and Lodging	X	X	X	X
General Offices	X	X	X	X
Health Club	X	X	X	X
Alcohol Sales, Retail			X	X
Bar/Nightclub			X	X
Drive Through Restaurants	X	X	X	X
Drive Through Retail	X	X	X	X
Retail (small and large box)				X
Food Service, Catering	X	X	X	X
Food Service, Restaurant (Including Alcohol Sales)	X	X	X	X
Fuel Sales, Automotive/Appliance			X	X

General Retail Sales, Indoor Operations, Display and Storage	X	X	X	X
General Retail Sales, Outdoor Operations, Display or Storage	X	X	X	X
Repair, Small Appliance				X
Personal Services	X	X	X	X
All other Retail Sales and Services	X	X	X	X
Manufacturing and Production – Indoor Operations and Storage	X	X	X	X
Manufacturing and Production – Indoor Operations with Outdoor Storage	X	X	X	X
Mini-Warehouse			X	X
Auto and Light Truck Mechanical Repair			X	
Car Wash, Gasoline Service Station, Quick Lube			X	X
Landscaping Material, Indoor Greenhouse and Outdoor Nursery Plant Growing/Sales			X	X
Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without Hazardous Materials (indoor and/or Outdoor Operations and Storage)			X	X
Warehouse and Freight Movement – Indoor Operations, Storage and Loading with Outdoor Loading Docks			X	X
Wholesale Business (excluding highly flammable Materials/Liquids)			X	X
Bus/Commuter Stops	X	X	X	X
Government and Public Purpose Facilities	X	X	X	X
Parks and Open Space	X	X	X	X
Agricultural Uses*	X	X	X	X
* Agricultural Uses including indoor or outdoor activities primarily involving raising, producing or keeping plants or animals but excluding uses such as industrialized agricultural for example feedlots, pig farming, a use of a scale that requires significant structures or accessory structures, or a use that has the propensity to be a significant nuisance such as pig farming or other particularly odiferous. This use is intended to be interim in nature.				

e) Uses Not Mentioned

- 1) To change uses from those specified above, the developer must request an amendment consistent to the Zoning and Development Code as amended, to allow a use which is not currently an allowed use for a particular pod.
- 2) If a question or interpretation arises regarding where, how or whether a proposed use fits into the list of uses found in this section, the Director shall decide if a use not specifically mentioned can reasonably be interpreted to fit into a principal use category or a general use category where similar uses are described as found in the Use Table within the City's Zoning and Development Code.

H. Dimensional and Intensity Standards

Minimum Lot Area	
Pod 1, 2 and 3	1,800 sf
Pod 4	No minimum

Minimum Lot Width	
Pod 1, 2 and 3	20 feet
Pod 4	No minimum

Minimum Street Frontage	
Pod 1, 2, 3, and 4	No minimum

Minimum Setbacks	Principle Structure / Accessory Structure
Pod 1, 2, 3 and 4	
Street (see footnote 1)	10' / 25'
Side / Rear yard	0'

Density (Minimum/Maximum)	
Pod 1, 2 and 3	5.5 du/ac min. density for Single Family Attached, Single Family Detached, Townhomes, and Duplexes 12 du/ac to 24 du/ac max. for Multi-Family
Pods 4	12 du/ac min./24 du/ac max

Maximum Height	
Pod 1, 2, and 3	65 feet
Pod 4	65 feet

Footnotes:

1. Non-Residential buildings shall be setback a minimum of 30 feet from "Arterial" designated right-of-ways.

I. Deviations from bulk standards from default zones.

1. To provide for flexibility necessary for the unique, efficient and effective design of the site, the following deviations from the default zone standards shall be applied to the site:

- a. Minimum lot size shall be 1800 sf.
- b. Minimum lot width shall be 20'.
- c. Maximum height shall be 65'.
- d. Front (street) yard setback shall be 10'.
- e. Rear yard setback shall be 0'.

J. Development Schedule, Extensions and Lapse of Plan

1. Development and Phasing Schedule

Phase	Pod	Threshold 1	Threshold 2
1	Any one Pod	Preliminary Development Plan approval within 4 years from date of approved PD ordinance	An approved final plat of 25% of the area within 2 years of Preliminary Plan approval
2	Any second Pod	Preliminary Development Plan approval within 7 years from date of approved PD Ordinance	An approved final plat of 25% of the area within 2 years of Preliminary Plan approval
3	Remaining two Pods	Preliminary Development Plan approval within 10 years from date of approved PD Ordinance	An approved final plat of 25% of the area within 2 years of Preliminary Plan approval
The area(s) required as determined by the City for the regional drainage facilities shall be dedicated to the City at the time the first plat is recorded for any land included within the ODP.			

2. Should the Development and Phasing Schedule need to be extended, the city shall consider and hear the request consistent with the provisions of the Code in place at that time. A request for extension shall be timely in that the request shall be received by the City prior to the lapse or expiration of one of the established phasing Thresholds.
3. Failure to develop the PD and ODP as shown in the adopted Development and Phasing Schedule will result in the lapse of approval of the PD and ODP. Upon lapse, the zoning of the property will revert back to MU (Mixed-Use) and C-2 (Heavy Commercial) as shown in Exhibits A & B.

K. Other Regulations

- 1, Title 25, 24 Road Corridor Standards of the Zoning and Development Code shall apply, unless otherwise amended by the City.
2. Unless otherwise included in this PD Ordinance, the development regulations, standards and administration contained within Section 21.06 of the Code, as

may be amended including any applicable overlay zones apply to this PD and ODP, except the following:

There are no hours of operations limitations for uses in all Pods

3. Signage regulations and standards contained within Section 21.06 of the GJMC shall apply with the following modifications:
 - a. A sign package will be required as part of each Final Development Plan and/or Site Plan.
 - b. The existing billboards located within Pod Four may remain as nonconforming uses until such time as site development activity begins on Pod Four.

New Outdoor Advertising Signs (Billboards) within the PD will not be permitted.

L. All applications for the development of the property (subdivision, site plans, etc.) shall be subject to the Code in effect at the time of submittal, including the standards of this ODP and the PD Ordinance as may be amended.

Introduced for first reading on this 1st day of May, 2019 and ordered published in pamphlet form.

PASSED and ADOPTED this 15th day of May, 2019 and ordered published in pamphlet form.

ATTEST:



President of City Council



City Clerk



EXHIBIT A

Outline Development Plan (ODP)

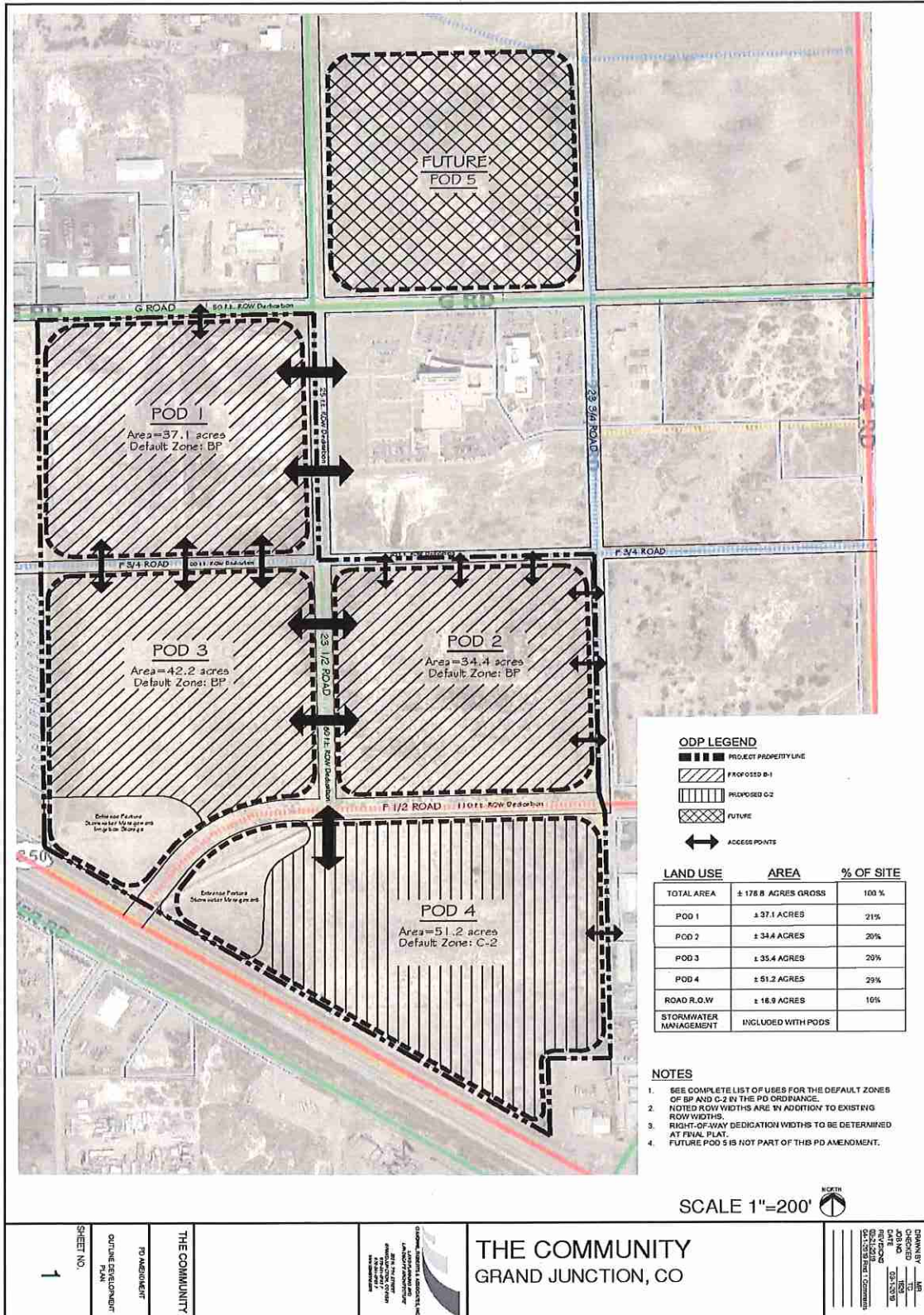


EXHIBIT B
Default Zones



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4855 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 1st day of May, 2019 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 15th day of May, 2019, at which Ordinance No. 4855 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 17th day of May, 2019.


Deputy City Clerk

Published: May 3, 2019
Published: May 17, 2019
Effective: June 16, 2019

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 5150

AN ORDINANCE AMENDING ORDINANCE NO. 4855 REGARDING THE PLANNED DEVELOPMENT ZONING AND THE OUTLINE DEVELOPMENT PLAN FOR THE COMMUNITY PLANNED DEVELOPMENT, NOW KNOWN AS MESA TRAILS PLANNED DEVELOPMENT, LOCATED AT 2350 HIGHWAY 6 AND 50 BETWEEN 23 ¼ AND 23 ¾ ROADS, FROM G ROAD TO HIGHWAY 6 AND 50

Recitals:

The owner of the approximately 177-acre property located at 2350 Highway 6 and 50 has requested an amendment to the phasing schedule for the Mesa Trails Planned Development established by and with Ordinance No. 4855; the amendment of the schedule does not and will not modify any other aspects of Ordinance No. 4855 or of the Outline Development Plan (ODP).

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of the extended phasing schedule for the Mesa Trails Planned Development.

The City Council finds that the review criteria for the planned development that were established at the time of adoption of Ordinance No. 4855 are still applicable and are still met, and that the findings and approval of the ODP are not affected by the extension of the phasing schedule.

The City Council finds that extending the phasing schedule is reasonable considering the current market conditions and economic feasibility of the Mesa Trails Planned Development project, and the amendment of the schedule and ratification of the ODP as provided herein is best interests of the community.

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

The foregoing Recitals are adopted and incorporated as the findings of the City Council and further that the development phasing schedule established by Ordinance No. 4855, Section J.1. for the development project now known as Mesa Trails Planned Development is amended as follows:

1. Development and Phasing Schedule

Phase	Portion of Site*	Requirement	Expiration Date
<i>Approved subdivisions excluded (PLD-2021-523 & PLD-2021-654) – 33 acres</i>			
1	At least 20% (28 acres) of remaining 144 acres.	Final Plat recorded within 5 years from date of approved PD Ordinance	May 17, 2028
2	At least an additional	Final Plat recorded within 7 years	May 17, 2030

	25% (36 acres) of remaining 144 acres	from date of approved PD Ordinance	
3	Remaining 80 acres	Final Plat recorded within 10 years from date of approved PD Ordinance	May 17, 2033

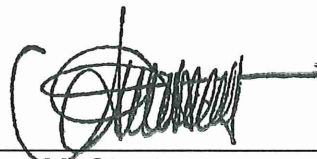
*Acreage only includes final lots created, excluding the remaining site acreage identified on the plat as "Lot 100".

2. The area(s) required as determined by the City for the regional drainage facilities shall be dedicated to the City when the first plat is recorded for any land included within the ODP.
3. Should the Development and Phasing Schedule need to be extended, the City shall consider and hear the request consistent with the provisions of the Code in place at that time. A request for extension shall be timely in that the request shall be received by the City prior to the lapse or expiration of one of the established phasing Thresholds.
4. Once a Final Plat has been recorded for a phase outlined above, that phase can develop under the provisions of the PD and ODP. Failure to develop the PD and ODP as shown in the adopted Development and Phasing Schedule according to the phasing schedule will result in the lapse of approval of the PD and ODP. Upon lapse, the zoning of the property will revert back to MU (Mixed-Use) and C-2 (Heavy Commercial) as shown in Exhibits A & B.

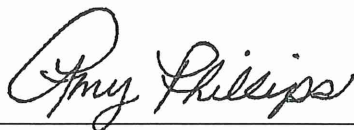
Introduced for first reading on this 3rd day of May 2023 and ordered published in pamphlet form.

PASSED and ADOPTED this 17th day of May 2023 and ordered published in pamphlet form.

ATTEST:



Anna M. Stout
President of the Council



Amy Phillips
City Clerk



EXHIBIT A Outline Development Plan (ODP)

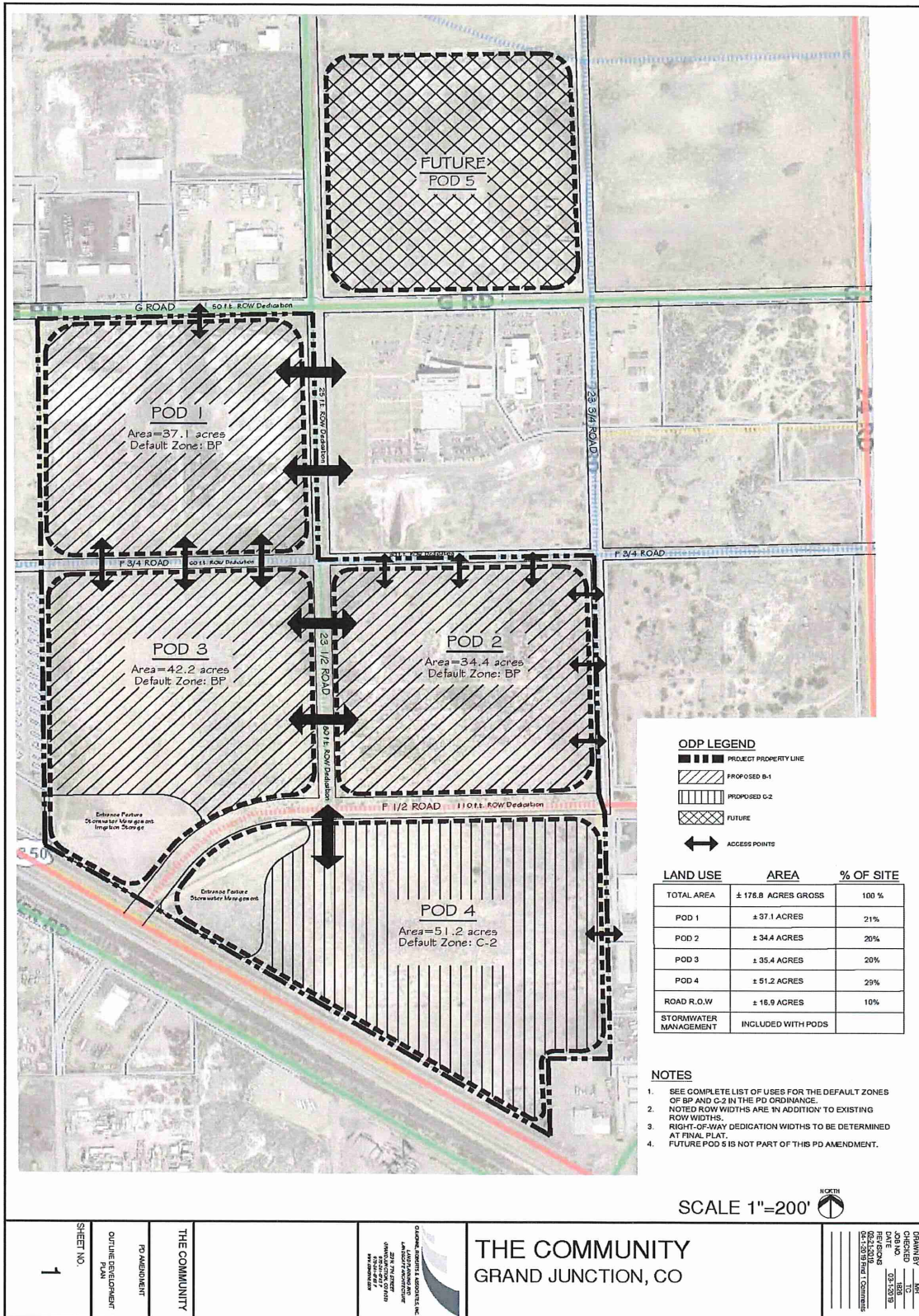
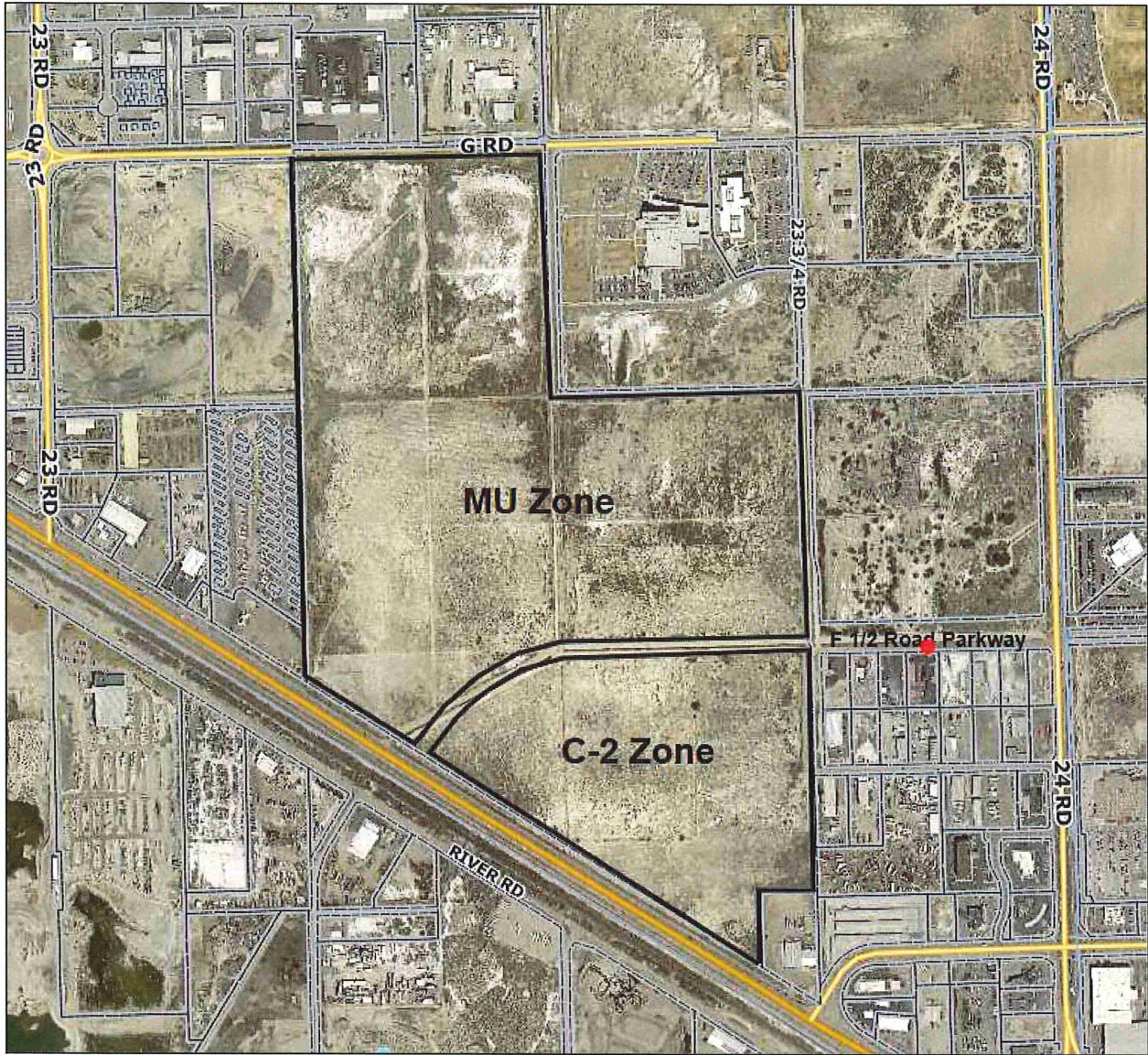


EXHIBIT B
Default Zones



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 5150 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 3rd day of May 2023 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 17th day of May 2023, at which Ordinance No. 5150 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 19th day of May 2023.



City Records Manager

Published: May 05, 2023
Published: May 17, 2023
Effective: June 18, 2023



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE TO ZONE THE MESA TRAILS DEVELOPMENT
TO A PD (PLANNED DEVELOPMENT) ZONE DISTRICT,
BY APPROVING AN OUTLINE DEVELOPMENT PLAN WITH DEFAULT ZONES OF
BP (BUSINESS PARK MIXED USE) AND C-2 (GENERAL COMMERCIAL)**

LOCATED BETWEEN 23 ¼ AND 23 ¾ ROADS, FROM G ROAD TO HIGHWAY 6 AND 50

Recitals:

A request to zone approximately 174.3 acres to PD (Planned Development) by approval of an Outline Development Plan (Plan) with default zones of BP (Business Park Mixed Use) and C-2 (General Commercial) has been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning, and adopt the Outline Development Plan for the Mesa Trails development. If this approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards specified herein.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Planning Commission and City Council reviewed the request for Outline Development Plan approval and determined that the Plan satisfied the approval criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan

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

The following parcels in the City of Grand Junction, County of Mesa, State of Colorado are hereby zoned PD (Planned Development):

A parcel of land being LOT 2, THREE ARROWS SUBDIVISION, same as recorded at Reception No. 3012876, situated in Section 5, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado. Said parcel of land CONTAINING 13.99 Acres, more or less.

A parcel of land being LOT 1, FOOTHILLS FACTORY SUBDIVISION, same as recorded at Reception No. 3072081, situated in Section 5, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado. Said parcel of land CONTAINING 144.05 Acres, more or less.

A parcel of land being LOT 2, FOOTHILLS FACTORY SUBDIVISION, same as recorded at Reception No. 3072081, situated in Section 5, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado. Said parcel of land CONTAINING 16.30 Acres, more or less.

The aforementioned parcels shall be subject to the Outline Development Plan hereby adopted and described as follows:

A. Purpose

The proposed Planned Development will provide for a mix of manufacturing, office park employment centers, health care facilities, retail services, multifamily residential, attached residential, and detached residential uses with appropriate screening, buffering and open space, enhancement of natural features and other amenities such as shared drainage facilities and common landscape and streetscape character.

B. Unified Development

The project will be developed over time in a phased fashion, but in a unified manner with similar architectural styles and themes throughout. Detached sidewalks, where appropriate, along the arterial frontages are intended to provide for a safe multi-modal transportation haven and provide access to uses within the development. These detached sidewalks will also provide connectivity from the development to other existing and future points of interest adjacent to the subject property.

C. Default Zones

The default zones are as follows:

Pods One, Two and Three: BP (Business Park Mixed Use) with deviations contained within this Ordinance.

Pod Four: C-2 (General Commercial) with deviations contained within this Ordinance.

D. Pod Character

The property will be developed into four distinct areas (Pods) within the development that have a character similar to the following primary uses as more particularly detailed in the Pod Use Table:

Pod 1: Default zone - BP; POD 1 will generally consist of Medical Office/Clinic, Group Living, Attached, Detached Residential and Multi-Family Residential land uses. A list of allowed land uses is included under Section G. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 70% of the acreage in POD 1 . Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 2: Default zone - BP; POD 2 will generally consist of Medical Office/Clinic, Group Living, Retail Sales and Services, Personal Care, General Offices; Attached, Detached

Residential and Multi-Family Residential land uses. A list of allowed land uses is included under Section G. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 40% of the acreage in POD 2. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 3: Default zone - BP POD 3 will generally consist of Multi-Family Residential, Attached and Detached Residential, Hotel/Motel, General Offices, Contractor Shops w/ Outdoor Storage, Auto Service, Retail Sales and Services. A list of allowed land uses is included in this ODP. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 55% of the acreage in POD 3. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 4: Default zone - C-2, POD 4 will generally consist of Shopping Center (Small and Big Box), Restaurants, Retail Sales and Services, Auto Service, General Offices and Manufacturing and Production; Freight Movement and Storage; Mixed-Use Multifamily//Commercial/Retail. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

E. Authorized Uses

The list of authorized uses allowed within the BP and C-2 zone is hereby amended to include only the following, which are allowed without the need for approval of a conditional use permit. "X" indicates the use is allowed.

Uses	Pod 1 BP default	Pod 2 BP default	Pod 3 BP default	Pod 4 C-2 default
Multi-family	X	X	X	X
Single-family Detached	X	X	X	
Single-family Attached (Townhomes)	X	X	X	
Accessory Dwelling Units	X	X	X	
Duplexes	X	X	X	
Business Residence	X	X	X	X
Group Living	X	X	X	
Colleges and Universities	X	X	X	
Vocational, Technical and Trade Schools	X	X	X	
Community Activity Building	X	X	X	
All Other Community Service	X	X	X	
Museums, Art Galleries, Opera Houses, Libraries	X	X	X	
General Day Care	X	X	X	X
Medical and Dental Clinics	X	X	X	X
Physical and Mental Rehabilitation (Resident)	X	X	X	X

All Other Health Care	X	X	X	X
Religious Assembly	X	X	X	X
Funeral Homes, Mortuaries, Crematories	X	X	X	X
Public Safety and Emergency Response Services			X	X
Hotels, Motels, and Lodging	X	X	X	X
General Offices	X	X	X	X
Health Club	X	X	X	X
Alcohol Sales, Retail			X	X
Bar/Nightclub			X	X
Drive Through Restaurants	X	X	X	X
Drive Through Retail	X	X	X	X
Retail (Small and Large Box)				X
Food Service, Catering	X	X	X	X
Food Service, Restaurant (Including Alcohol Sales)	X	X	X	X
Fuel Sales, Automotive/Appliance			X	X
General Retail Sales, Indoor Operations, Display and Storage	X	X	X	X
General Retail Sales, Outdoor Operations, Display or Storage	X	X	X	X
Repair, Small Appliance				X
Personal Services	X	X	X	X
All Other Retail Sales and Service	X	X	X	X
Manufacturing and Production – Indoor Operations and Storage	X	X	X	X
Manufacturing and Production – Indoor Operations with Outdoor Storage	X	X	X	X
Mini-warehouse			X	X
Auto and Light Truck Mechanical Repair			X	X
Car Wash, Gasoline Service Station, Quick Lube			X	X
Landscaping Material, Indoor Greenhouse and Outdoor Nursery Plant Growing/Sales			X	X
Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without Hazardous Materials (Indoor and/or Outdoor Operations and			X	X

Storage)				
Warehouse and Freight Movement – Indoor Operations, Storage and Loading with Outdoor Loading Docks			X	X
Wholesale Business (Excluding Highly Flammable Materials/Liquids)			X	X
Bus/Commuter Stops	X	X	X	X
Government and Public Purpose Facilities	X	X	X	X
Parks and Open Space	X	X	X	X
Agricultural Uses*	X	X	X	X
*Agricultural Uses including indoor or outdoor activities primarily involving raising, producing, or keeping plants or animals but excluding uses such as industrialized agriculture, for example feedlots, pig farming, a use of a scale that requires significant structures or accessory structures, or a use that has the propensity to be a significant nuisance such as pig farming or other particularly odiferous uses. This use is intended to be interim in nature.				

F. Uses Not Mentioned

1) To change uses from those specified above, the developer must request an amendment consistent to the Zoning and Development Code as amended, to allow a use which is not currently an allowed use for a particular pod.

2) If a question or interpretation arises regarding where, how or whether a proposed use fits into the list of uses found in this section, the Director shall decide if a use not specifically mentioned can reasonably be interpreted to fit into a principal use category or a general use category where similar uses are described as found in the Use Table within the City's Zoning and Development Code.

G. Dimensional and Intensity Standards

Minimum Lot Area	
Pod 1, 2, and 3	1,800 square feet
Pod 4	No minimum
Minimum Lot Width	
Pod 1, 2, and 3	20 feet
Pod 4	No minimum
Minimum Street Frontage	
Pod 1, 2, 3, and 4	No minimum
Minimum Setbacks	Principal Structure/Accessory Structure
Pod 1, 2, 3, and 4	
Street (see footnote 1)	10 feet/25 feet
Side/Rear Yard	0 feet
Density (Minimum/Maximum)	
Pod 1, 2, and 3	12 du/ac min./24 du/ac max. for multi-family

	5.5 du/ac min. density for all others
Pod 4	12 du/ac min./24 du/ac max. for multi-family
Maximum Height	
Pod 1, 2, 3, and 4	65 feet
Footnotes	
1. Nonresidential buildings shall be setback a minimum of 30 feet from arterial designated rights-of-way.	

H. Deviations from Bulk Standards from Default Zones

To provide for flexibility necessary for the unique, efficient and effective design of the site, the following deviations from the default zone standards shall be applied to the site and are represented in the table above:

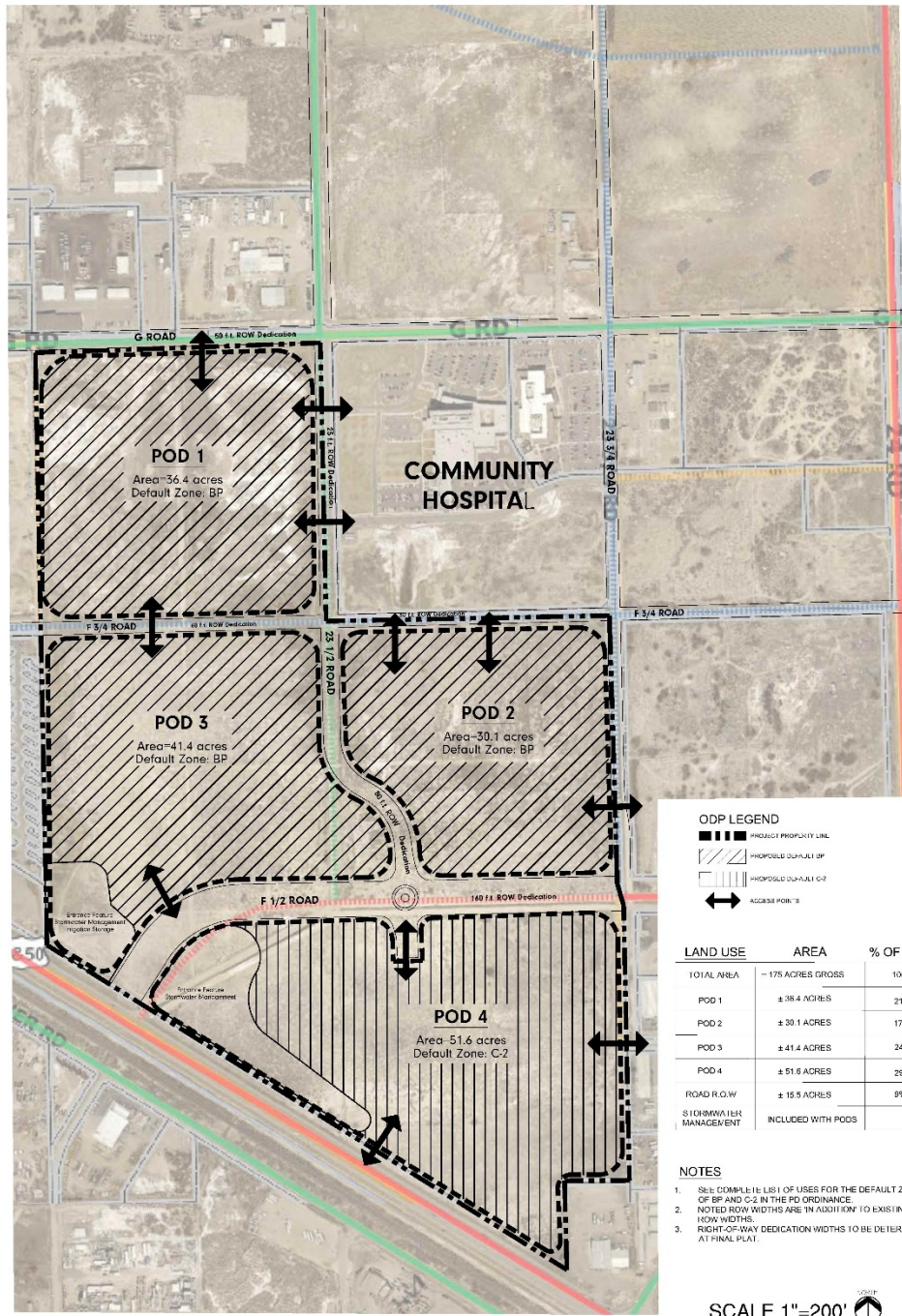
- Minimum lot size shall be 1800 square feet or none
- Minimum lot width shall be 20' or none
- Maximum building height shall be 65'
- Front (street) yard setback for principal structures shall be 10'
- Side and rear yard setbacks shall be 0'

I. Lapse of Plan

Phase	Portion of Site	Requirement
<i>Approved subdivisions excluded (PLD-2021-523 & PLD-2021-654) – 33 acres</i>		
1	At least 20% (28 acres) of remaining 144 acres	Final Plat recorded within 5 years from effective date of this PD Ordinance
2	At least an additional 25% (36 acres) of remaining 144 acres	Final Plat recorded within 7 years from effective date of this PD Ordinance
3	Remaining 80 acres	Final Plat recorded within 10 years from effective date of this PD Ordinance

J. Other Regulations

- Title 25, 24 Road Corridor Standards of the Zoning and Development Code shall apply, unless otherwise amended by the City.
- Unless otherwise included in this PD Ordinance, the development regulations, standards and administration contained within Section 21.06 of the Code, as may be amended including any applicable overlay zones apply to this PD and ODP, except the following
 - There are no hours of operation limitations for uses in all Pods
- Signage regulations and standards contained within Section 21.06 of the GJMC shall apply with the following modifications:
 - A sign package will be required as part of each Final Development Plan or Site Plan
 - The existing billboards located within Pod Four may remain as nonconforming uses until such time as site development activity begins on Pod Four.
 - New Outdoor Advertising Signs (Billboards) within the PD will not be permitted.
- All applications for the development of the property (subdivisions, site plans, etc.) shall be subject to the Code in effect at the time of submittal, including the standards of this ODP and the PD Ordinance as may be amended.



1-1

MESA TRAILS
GRAND JUNCTION, CO

Kaart Planning
724 N. 9th St.
Grand Junction, CO 81505
970.243.7100

DESIGNED BY
MKT

CHECKED BY
JOS. NUMBERS

DATE
10/26/2022

PROJECT NUMBER
10545002

SUBMITTAL TYPE
Official Development Plan

DESIGNED BY
MKT

CHECKED BY
JOS. NUMBERS

DATE
10/26/2022

PROJECT NUMBER
10545002

SCALE
1"=200'

INTRODUCED on first reading this 6th day of December 2023 and ordered published in pamphlet form.

ADOPTED on second reading this 3rd day of January 2024 and ordered published in pamphlet form.

Anna M. Stout
President of the Council

ATTEST:

Amy Phillips
City Clerk