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

CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 19, 2026
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING

Call to Order, Pledge of Allegiance, Moment of Silence

Public Comments

Individuals may comment during this time on any item except those listed under Public Hearings on this agenda.

The public has four options to provide Public Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, August 19, 2026 or 4) submitting comments online until noon on Wednesday, August 19, 2026 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Strategic Plan Update

Boards and Commission Liaison Reports

CONSENT AGENDA

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

1. Approval of Minutes

a. Summary of the August 3, 2026, Workshop

b. Minutes of the August 5, 2026, Regular Meeting

2. Resolutions

a. A Resolution Approving the Grand Junction Regional Airport FAA Grant

b. A Resolution Issuing a Revocable Permit within 19.1 Square Feet of the Colorado Avenue Right of Way for an Existing Historic Encroachment at 251 Colorado Avenue

REGULAR AGENDA

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

3. Public Hearings

a. Legislative

i. A Ordinance Authorizing the Issuance of Certificates of Participation, Series 2026

ii. An Ordinance for Supplemental Appropriation for Solid Waste Fund

4. Procurements

a. Emergency Replacement of Aeration Basin Influent Piping at the Persigo WWTP

5. Resolutions

a. A Resolution Calling a Special Election in the City of Grand Junction, Colorado Concerning the Repair of the Orchard Mesa Pool, the Creation of Debt and an Increase in Taxes to Pay for the Same and for the Ongoing Costs of Operating and Maintaining the Pool, and Providing Other Details Relating Thereto

b. A Resolution Setting the 2026 Ballot Language Regarding the Orchard Mesa Pool

6. 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.

7. Other Business

8. Adjournment

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
AUGUST 3, 2026

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

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

Staff present: City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Deputy City Manager Kimberly Bullen, Chief Financial Officer Jay Valentine, Community Development Housing Manager Ashley Chambers (virtual), Parks and Recreation Director Ken Sherbenou, Communications and Engagement Manager Kelsey Coleman, Deputy City Clerk Krystle Koehler, and City Clerk Selestina Sandoval.

1. Discussion Topics

a. <u>Unhoused Services Request for Proposal Update and Funding Discussion</u>

Key Points:

- Staff reviewed the unhoused services Request for Proposal process established following the closure of the resource center and other interim services. Nine proposals totaling approximately $3.6 million were received, with three organizations ultimately selected for funding.
- Council was reminded that the workshop was intended to review program outcomes and ask questions of providers. No funding decisions were made; year-two requests will be considered during the upcoming budget process.
- **Hilltop Community Resources/United Way of Mesa County**:
  - Hilltop received $250,000 in year one and is requesting $300,000 for year two. City funding supported homelessness prevention, emergency and transitional shelter, bridge housing, case management, housing navigation, and outreach. Hilltop reported serving 229 unique individuals and expanding its young-adult shelter from five to 11 bedrooms, providing capacity for 11–33 beds. United Way discussed its mobile outreach, housing hotline, service coordination, and connections to health care, behavioral health, employment, benefits, and housing.
  - Council discussed the importance of ensuring outreach activities ultimately lead toward stabilization and permanent housing. Providers explained that limited basic-needs assistance during outreach is used as an entry point for connecting individuals with treatment, services, benefits, and housing.

- **Grand Valley Catholic Outreach:**
  - The organization received $75,000 in year one and is requesting $75,000 for year two for rental assistance and eviction prevention. From February through June, assistance supported 48 households representing 108 people, with 92% remaining housed one month after receiving assistance.
  - Catholic Outreach incorporates budgeting and financial education into its assistance program. Council discussed the growing vulnerability of seniors, people with disabilities, and households living on fixed incomes as housing costs increase.
- **Joseph Center:**
  - The organization received $100,000 in year one and is requesting the same amount for year two. Funding supported expansion of transitional housing and related services, including the Golden Girls program, family shelter, day services, workforce readiness, childcare, and case management.
  - The Joseph Center expanded Golden Girls from four to 16 beds and opened a family center. The organization also identified an emerging need for shower facilities for unhoused families with children and is adding two showers.
  - Council expressed appreciation for measurable housing outcomes and emphasized permanent housing, stabilization, behavioral health services, and prevention of homelessness as important considerations for future funding.

b. <u>Homeward Bound of the Grand Valley Update</u>

Key Points:

- Homeward Bound provided an update on its restructured shelter model, which places increased emphasis on individualized case management and moving clients toward permanent housing.
- Approximately 95% of clients had completed work plans, case-management engagement was approximately 90%, and 225 housing applications were completed between March and June.
- Homeward Bound reported 57 housing placements since March and indicated that its housing-placement rate is the highest in the organization's history.
- The current 112-bed facility has generally averaged 60–90 occupants. Representatives attributed the lower occupancy partly to moving clients into housing more quickly, limitations involving upper bunks, and changes in the populations the shelter can safely accommodate.
- The organization described the current service model as more intensive, and consequently more expensive, than its previous North Avenue shelter model.
- Council asked about occupancy levels, operating costs, fundraising, service delivery, and the organization's increasing reliance on City funding.
- Homeward Bound discussed an increasingly difficult grant environment and the expiration of federal pass-through funding as significant financial challenges.
- The organization requested $225,000 for 2026–27, with a potential future request of approximately $260,000 discussed. Funding decisions will be addressed through the City's budget process.

c. Community Satisfaction Survey 2026

Key Points:

- RRC Associates presented results of the statistically valid 2026 Community Satisfaction Survey, which achieved a 16% response rate.
- Overall sentiment toward Grand Junction and City services remained positive, however, residents expressing concern about the City's direction increased from 22% in 2022 to 29% in 2026.
- Sustainable resource management, particularly water, was identified as a leading concern, along with homelessness, road conditions, and affordable housing.
- Dissatisfaction with City services declined to 11%, compared with 15% in 2024.
- Public safety results improved, with both feelings of safety and confidence in the Police Department reaching 66%.
- Support for the City's co-responder program increased.
- Parks, trails, and community connectivity continued to receive favorable ratings. Improving trails remained the highest parks-related priority.
- Council discussed the importance of continued community education regarding managed growth, infrastructure capacity, water resources, and maintenance of existing City assets.
- Council also discussed how survey findings can help inform future budget priorities and policy discussions.

d. Orchard Mesa Pool Community Satisfaction Survey Results Discussion

Key Points:

- Survey respondents were divided on increasing taxes and issuing debt to renovate Orchard Mesa Pool: 38% supported the proposal, 43% opposed it, and 19% were neutral.
- Despite the divided opinion on funding, 66% supported placing the question on the November ballot, while 16% opposed doing so.
- Council discussed the pool's aging infrastructure, renovation costs, operating subsidies, affordability, anticipated usage following completion of the new Community Recreation Center, and potential community partnerships.
- Staff noted that renovation estimates have increased from approximately $6 million in an earlier study to roughly $10 million with $1.6 million in soft costs.
- Council discussed whether outside organizations could participate in operating or supporting the facility and the possibility of pursuing partnerships through an RFP if voters establish a path forward.
- The discussion indicated general Council support for allowing voters to determine the future of the facility.
- Staff reviewed the timeline required for a November ballot measure, including Council action during August, preparation of ballot language, and final submission in early September.

2. **Council Communication**

Key Points:

- Council expressed interest in a future workshop or public discussion focused on the City's water supply, infrastructure, rates, storage, and conservation.

3. **Next Workshop Topics**

City Manager Bennett summarized list of next workshop topics.

- August 17: Council norms of conduct workshop with CIRSA
- August 31: Overview of Budget Process and Financial Policies, Quarterly Financial Reports and Updates of Housing Action Plan
- September 14: Water Supply in regard to the Comprehensive Plan

4. **Other Business**

Interview teams were set for the Grand Junction Housing Authority and Planning Commission/Zoning Board of Appeals

5. **Adjournment**

There being no further business, the workshop was adjourned at 8:24 p.m.

Grand Junction City Council

Minutes of the Regular Meeting

August 5, 2026

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 5th day of August, at 5:30 p.m. Those present were Councilmembers Robert Ballard (virtual), Scott Beilfuss, Cody Kennedy, Jason Nguyen (virtual), Ben Van Dyke, and Council President Laurel Lutz. Councilmember Anna Stout was absent.

Also present were City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Principal Manager Thomas Lloyd, Police Chief Matt Smith, Housing Supervisor Ashley Chambers, Engineering and Transportation Director Trent Prall, Interim Utilities Director Ashley Firl, City Clerk Selestina Sandoval, and Deputy City Clerk Krystle Koehler.

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

Presentations

Auditor's Presentation on the 2025 Audit Report

Christina McCloud from Hanie & Company gave a presentation and was available to answer questions from council.

Council had no further discussion.

City Manager Mike Bennett thanked the finance department for all their hard work.

Proclamations

Proclaiming July 25, 2026, as Mesa County Libraries 125th Anniversary

Councilmember Beilfuss read the proclamation, and Mesa County Public Library Executive Director Michelle Boisivenue-Fox accepted it.

Public Comments

Public comments were heard from Rhonda Bates, Diana Tapp, Jesse Miltier, Curtis Como, Steve Clark, Theresa Cambron, Lavetta Minsguard, Ed Kowalski, Mariann Taigman, and Alexa Saindon-Holdorf.

City Manager Report

City Manager Mike Bennett had no formal report but reminded the community that the City posts a comprehensive update on city projects, and other important developments on its website twice each month. Residents are encouraged to visit the website regularly to stay informed about ongoing projects and community updates.

Boards and Commission Liaison Reports

Councilmember Beilfuss provided updates on the Avalon Theatre Foundation.

Councilmember Kennedy reported on the Museums of The West.

Councilmember Van Dyke provided an update on the Business Incubator Center and the Downtown Development Authority.

Council President Lutz reported on the Commission on Arts and Culture.

CONSENT AGENDA

1. Approval of Minutes

a. Summary of the July 13, 2026, Workshop

b. Minutes of the July 15, 2026, Regular Meeting

c. Minutes of the July 15, 2026, Special Meeting Executive Session

2. Set Public Hearings

a. Legislative

i. Introduction of an Ordinance Authorizing the Issuance of Certificates of Participation, Series 2026 and Setting a Public Hearing for August 19, 2026

ii. Introduction of an Ordinance Amending Sections § 21.07.040 and § 21.09.060(a)(1) of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Preservation of Significant Trees, and Setting a Public Hearing for September 2, 2026

iii. Introduction of an Ordinance for Supplemental Appropriation for Solid Waste Fund and Setting a Public Hearing for August 19, 2026

3. **Procurements**

a. Approval of Contract Award Recommendation for Emergency Medical Services (EMS) Billing, Claims Processing, and Revenue Cycle Management for the City of Grand Junction's Fire Department to Systems Design West, LLC.

b. Authorize a Construction Contract for the 2026 Sanitary Sewer Replacement Project Phases 1 and 2

4. **Resolutions**

a. A Resolution Supporting the Application for the FY 2026-2027 Peace Officers Behavioral Health Support and Community Partnership Grant (POMH) from the Colorado Department of Local Affairs (DOLA)

b. A Resolution Reinstating and Amending the Infill and Redevelopment Program

c. A Resolution to Increase the Boot Warrant Fee

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

REGULAR AGENDA

5.a.i. An Ordinance to Amend the Redlands 360 Planned Development Outline Development Plan (ODP), Incorporate Approximately 29.08 Acres into the ODP, Including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, and Establish Planned Development (PD) Zoning for Newly Added Lands, resulting in a Total ODP Area of Approximately 629.08 acres, and Amend the ODP to Modify Certain Bulk and Lighting Standards for Property Located South of the Redlands Parkway and Highway 340 Intersection

The Redlands 360 PD and associated ODP were approved by City Council in February 2022. The approved ODP established a master-planned community on approximately 600 acres, including a mix of residential land uses, limited commercial development, and open space.

Since approval of the PD ODP, four filings have been approved, three of which have been platted, and portions of the development are under construction. The current request proposes amendments to the PD ODP to incorporate approximately 29.08

additional acres into the PD, increasing the total PD area to approximately 629.08 acres, and establishing updated outdoor and site lighting standards applicable throughout the development.

Planning Manager Thomas Lloyd and applicant representative Jane Quimby gave a brief presentation.

Council had no further discussion.

The public hearing opened at 6:43 p.m.

There were no public comments.

The public hearing closed at 6:43 p.m.

Councilmember Kennedy moved, and Councilmember Van Dyke seconded, to adopt Ordinance No. 5335 an ordinance to amend the Redlands 360 Planned Development Outline Development Plan (ODP), incorporate approximately 29.08 acres into the ODP, including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, and establish Planned Development (PD) zoning for newly added lands, resulting in a total ODP area of approximately 629.08 acres, and amend the ODP to modify certain bulk and lighting standards for property located south of the Redlands Parkway and Highway 340 intersection, on final passage and ordered final publication in pamphlet form. Motion carried by a unanimous roll call vote.

5.b.i. An Ordinance Repealing and Reenacting Title 6 of the Grand Junction Municipal Code Regarding Animals

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

Police Chief Matt Smith gave a brief presentation and was available to answer questions from council.

Comments were heard from Councilmember Beilfuss and Kennedy.

The public hearing opened at 6:57 p.m.

Public comments were heard from Alyssa Miller-Hurley (virtual).

The public hearing closed at 7:01 p.m.

Additional council comments were heard from Councilmember Ballard, Council President Lutz, and Councilmembers Van Dyke and Kennedy.

Councilmember Van Dyke moved, and Councilmember Kennedy seconded, to adopt Ordinance No. 5336, an ordinance repealing and reenacting Title 6 of the Grand Junction Municipal Code regarding animals, on final passage and ordered final publication in pamphlet form. Motion carried by a unanimous roll call vote.

Council took a short break at 7:09 p.m.

Council resumed at 7:19 p.m.

5.b.ii. An Ordinance for a Purchase and Sale Agreement for Approximately 3.3 Acres of City-Owned Property to Grand Junction Homes, LLC for Affordable Housing, and Authorizing the City Manager to Sign, Pursuant to Voter Approval (*Public Hearing Continued to August 14, 2026*)

Councilmember Van Dyke moved, and Councilmember Kennedy seconded, to continue the public hearing to August 14, 2026. Motion carried by a unanimous voice vote.

6.a. A Resolution Authorizing the City Manager to Make a Proposition 123 Commitment to Increase Affordable Housing Units by 3% for the 2027-2029 Cycle

This item authorizes the City Manager to Make a Proposition 123 Commitment to Increase Affordable Housing Commitment for the 2027-2029 Cycle using the revised methodology established under House Bill 26-1313. Based upon this calculation, the City is required to commit to the production of approximately 348 affordable housing units during the upcoming three-year commitment period.

Housing Manager Ashley Chambers gave a brief presentation and was available to answer questions from council.

Comments were heard from Council President Lutz, and Councilmembers Kennedy and Beilfuss.

Councilmember Van Dyke moved, and Councilmember Kennedy seconded, to adopt Resolution 69-26, a Resolution Authorizing the City Manager to Make a Prop 123 Commitment to Increase Affordable Housing Units for the 2027-2029 Cycle. Motion carried by a unanimous voice vote.

City Manager Mike Bennett thanked Ashley Chambers for her years of dedicated service and hard work, noting that this was her final presentation to the City Council.

7.a. A Resolution Adopting the Housing Action Plan (Public Hearing Continued to September 16, 2026)

Councilmember Kennedy moved, and Councilmember Van Dyke seconded, to continue the public hearing to September 16, 2026. Motion carried by a unanimous voice vote.

7.b. A Resolution Adopting the 7th Street Active Transportation Facility Feasibility Study and Associated 9th Street Alignment Memorandum

The City's 2023 Pedestrian and Bicycle Plan identifies the 7th Street corridor as a priority north-south active transportation route. To advance this goal, the City started a feasibility study in 2024 evaluating multimodal improvements along the corridor, including the conversion of existing outside vehicle lanes to buffered bicycle lanes between Grand Avenue and North Avenue. While the study found that the proposed lane reconfiguration could accommodate projected traffic volumes, community feedback raised concerns regarding vehicle capacity and the long-term function of a corridor carrying approximately 15,000 vehicles per day. In response, staff evaluated an alternative north-south bicycle route along 9th Street that would achieve the City's active transportation objectives while minimizing impacts to a higher-volume roadway. The 9th Street alternative is supported by planned Colorado Mesa University improvements, including relocation of the North Avenue traffic signal from 10th Street to 9th Street. This enhancement would improve multimodal crossings and provide direct connectivity to planned campus bicycle and pedestrian facilities, creating a more continuous and connected active transportation network. Staff presented the comprehensive feasibility study findings, proposed corridor cross-sections, and sought Council concurrence for the combined 7th and 9th Street corridors to be advanced into a future, yet to be scheduled, design phase.

Engineering and Transportation Director Trent Prall gave a brief presentation and was available to answer questions from council.

Comments were heard from Councilmembers Kennedy, Beilfuss and Nguyen.

The public hearing opened at 8:10 p.m.

Public comments were heard from Randall Reitz and Matt Speth.

The public hearing closed at 8:14 p.m.

Councilmember Kennedy moved, and Councilmember Nguyen seconded, to adopt Resolution No. 71-26, A Resolution adopting the 7th Street Active Transportation Facility Feasibility Study and associated 9th Street Alignment Memorandum. Motion carried by a unanimous voice vote.

8.a. Contract for Professional Engineering Services Consultant for Phase 2 Persigo Wastewater Treatment Plant Expansion Project Design

The City issued a Request for Proposals (RFP) for professional engineering services for the Phase 2 Wastewater Treatment Plant Expansion Project. Following evaluation of proposals and interviews, the selection committee recommended AE2S as the preferred consultant. Following selection, staff worked collaboratively with AE2S to refine its proposed scope of services to align directly with the requirements identified in the City's RFP while preserving several value-added tasks that will improve project development and reduce implementation risk. The revised proposal reflects a scope that is comparable to the competing proposal while allowing the city flexibility to utilize additional services only as needed throughout the project. Staff recommend approval of a contract with AE2S for planning, design, permitting, project management, CM/GC support and construction phase engineering support for the Phase 2 Wastewater Treatment Plant Expansion Project.

Interim Utilities Director Ashley Firl gave a brief presentation and was available to answer questions from council.

Comments were heard from Councilmembers Kennedy and Van Dyke.

Councilmember Van Dyke moved, and Councilmember Kennedy seconded, to approve the City Purchasing Division to enter into a contract with AE2S for professional engineering services associated with the Phase 2 Wastewater Treatment Plant Expansion Project in an amount not-to-exceed $4,343,538.00. Motion carried by a unanimous voice vote.

6. Non-Scheduled Comments

No comments were heard.

7. Other Business

Council President Lutz provided an update on the City Attorney hiring process. The recruitment process is moving forward as planned, and the job posting is expected to be available next week.

8. Adjournment

The meeting adjourned at 8:25 p.m.

Selestina Sandoval, MMC

City Clerk

Grand Junction City Council

Regular Session

Item #2.a.

Meeting Date: August 19, 2026

Presented By:

Department: City Manager's Office

Submitted By:

Information

SUBJECT:

A Resolution Approving the Grand Junction Regional Airport FAA Grant

RECOMMENDATION:

EXECUTIVE SUMMARY:

BACKGROUND OR DETAILED INFORMATION:

FISCAL IMPACT:

SUGGESTED MOTION:

I move to adopt Resolution No. 68-26, a Resolution authorizing the Grand Junction Regional Airport FAA Grant

Attachments

None

Grand Junction City Council

Regular Session

Item #2.b.

Meeting Date: August 19, 2026

Presented By: Stephanie Halford, Associate Planner

Department: Community Development

Submitted By: Stephanie Halford - Associate Planner

Information

SUBJECT:

A Resolution Issuing a Revocable Permit within 19.1 Square Feet of the Colorado Avenue Right of Way for an Existing Historic Encroachment at 251 Colorado Avenue

RECOMMENDATION:

Staff recommends approval of this request.

EXECUTIVE SUMMARY:

251-259 Colorado LLC is requesting a Revocable Permit for an existing building encroachment within approximately 19.1 square feet of the Colorado Avenue public right of way at 251 Colorado Avenue. The existing historic building, constructed in 1900, extends approximately 0.50 feet into the public right of way for a length of 38.19 feet long the building frontage. The Revocable Permit allows the City to acknowledge the existing encroachment while retaining the ability to require removal of the encroachment should the right of way be needed in the future.

BACKGROUND OR DETAILED INFORMATION:

251-259 Colorado LLC is requesting a Revocable Permit to acknowledge an existing encroachment of a historic commercial building into the Colorado Avenue public right of way. The encroachment consists of approximately 19.1 square feet, extending 0.50 feet into the right of way along 38.19 of the building frontage. The subject property is approximately 0.15 acres, is zoned MU-3 (Mixed Use), and is located at 251 Colorado Avenue in downtown Grand Junction.

The building was constructed in 1900, and no new construction expansion is proposed as part of this request. The purpose of the Revocable Permit is to formally recognize the existing encroachment while preserving the City’s ability to require its removal if the public right of way is needed in the future.

Applications for a Revocable Permit shall demonstrate compliance with the following criteria:

(1) There will be benefits derived by the community or area by granting the proposed Revocable Permit.

The Revocable Permit preserves an existing historic building that contributes to the character and identity of downtown Grand Junction. Because the encroachment is limited to approximately six inches into the right of way, it does not interfere with pedestrian circulation or accessibility along the public sidewalk. Preserving the building supports continues commercial activity within the downtown area while maintaining the functionality of the public right of way.

Staff finds that this criterion has been met.

(2) Community Need for the Private Development Use Proposed for the City Property

The request does not involve new private development but instead acknowledges an existing historic building that has occupied the site for more than a century. Approval of the Revocable Permit allows continued use of the structure while recognizing its contribution to the downtown business district and preserving an established community asset.

Staff finds that this criterion has been met.

(3) Suitability of City Property for the Proposed Uses and Potential Conflicting Uses

The encroachment is minor, extending only 0.50 feet into the Colorado Avenue right of way, and does not interfere with existing sidewalk, utilities, vehicle travel lanes, or other public infrastructure, The right of way remains suitable for its intended public purposes, and no conflicting uses are anticipated.

Staff finds that this criterion has been met.

(4) Impacts on Access, Traffic Circulation, Neighborhood Stability, Character, and Sensitive Areas

The existing encroachment does not impact vehicular circulation, pedestrian access, or visibility at intersections. The public sidewalk remains fully accessible and unobstructed. Approval of the Revocable Permit preserves the historic character of the downtown area without creating adverse impacts to surrounding properties or public facilities.

Staff finds that this criterion has been met.

(5) Conformance with Comprehensive Plan, Adopted Plans, and City Policies

The request is consistent with the Comprehensive Plan, specifically Plan Principle 4: Downtown and University Districts, by preserving an existing historic downtown building that contributes to the area's unique character and supports a vibrant mix of commercial and residential uses. Recognition of this minor historic encroachment does not conflict with future transportation, infrastructure, or land use objectives and allows the continued use of an established downtown structure.

Staff finds that this criterion has been met.

FISCAL IMPACT:

There is no direct fiscal impact with this request.

SUGGESTED MOTION:

I move to adopt Resolution No.72-26, a resolution issuing a revocable permit within 19.1 square feet of the Colorado Avenue public right of way for an existing historic building encroachment at 251 Colorado Avenue.

Attachments

1. RES-251 Colorado Ave Rev Per
2. REVIEW 1-SKETCH FOR DESCRIPTION WITH LEGAL - 251 COLORADO AVE. - REVOCABLE PERMIT

RESOLUTION NO. __-26

A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO 251-259 COLORADO LLC TO ALLOW FOR THE ENCROACHMENT OF AN EXISTING HISTORIC BUILDING WITHIN THE PUBLIC RIGHT OF WAY ADJACENT TO 251 COLORADO AVENUE, GRAND JUNCTION, COLORADO

Recitals.

251-259 LLC ("Petitioner") represents it is the owner of the following described real property in the City of Grand Junction:

> Tax Parcel No. 2945-143-26-006, commonly known as 251 Colorado Avenue, Grand Junction, Colorado.

The Petitioner has requested that the City issue a Revocable Permit to allow for an existing historic building encroachment, subject to the terms of the permit, within the limits of the following described public right of way for Colorado Avenue and depicted on Exhibit B to this Resolution, which Exhibit is incorporated herein by reference:

> A strip of land across Colorado Avenue right of way per map of First Division, Resurvey, Town of Grand Junction, Col., as recorded at Reception 3206, situated in the southwest quarter of the southwest quarter of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said strip being more particularly describe as follows:
>
> The south one-half (0.5') foot of Colorado Avenue right of way exclusive to that portion adjoining Lot 12, and Lot 13 of Block 123 of said Map of First Division, Resurvey, Town of Grand Junction, Col.
>
> South line of said strip is coincident with the north line of said Lot 12 and Lot 13,
>
> Except the west (12') feet thereof,
>
> Containing 19.1 Square feet, more or less.

Relying on the information supplied by the Petitioner and contained in File No. RVP-2026-** in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City.

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

In consideration and adoption of the Recitals the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purposes described and within the limits of the public right-of-way described and depicted subject to each and every term and condition of the Revocable Permit.

PASSED and ADOPTED this _______ day of _______________ 2026.

Attest:

______________________________	______________________________
Selestina Sandoval	Abam Herman
City Clerk	President of the City Council

REVOCABLE PERMIT

Recitals.

A. 251-259 Colorado LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County Mesa, State of Colorado, to wit:

Tax Parcel No. 2945-143-26-006, commonly known as 251 Colorado Avenue, Grand Junction, Colorado.

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow for existing building, subject to the terms of the permit, within the limits of the following described public right-of-way for Colorado Avenue (refer to Exhibit B for graphical representation):

> A strip of land across Colorado Avenue right of way per map of First Division, Resurvey, Town of Grand Junction, Col., as recorded at Reception 3206, situated in the southwest quarter of the southwest quarter of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said strip being more particularly describe as follows:
>
> The south one-half (0.5') foot of Colorado Avenue right of way exclusive to that portion adjoining Lot 12, and Lot 13 of Block 123 of said Map of First Division, Resurvey, Town of Grand Junction, Col.
>
> South line of said strip is coincident with the north line of said Lot 12 and Lot 13,
>
> Except the west (12') feet thereof,
>
> Containing 19.1 Square feet, more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2026-** in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit and the Charter and Ordinances of the City shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities

or any other facilities presently existing or which may in the future exist in said right-of-way.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any or no reason.

3. The Petitioner, for himself and for his successors and assigns, agree that they shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any improvements and/or facilities to be installed by the Petitioners within the limits of the public right-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioners' occupancy, possession or use of said public right-of-way or as a result of any City, County, State or Public Utility activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that he shall at all times keep the above-described public right-of-way and the facilities authorized pursuant to this Permit in good condition and repair.

5. This Revocable Permit for the existing historic building encroachment into the Colorado Avenue public right of way shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of the Permit by the City the Petitioner shall, at the sole expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the Petitioner's last known address), peaceably surrender said public right of way available for use by the City, the County of Mesa, the State of Colorado, Public Utilities, or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination, or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this ________ day of ______________________, 2026.

City of Grand Junction, a Colorado home rule municipality

____

Selestina Sandoval
City Clerk

____

Michael P. Bennett
City Manager

Acceptance by the Petitioner:

____

251-259 Colorado LLC
By ___________
Title ______________

AGREEMENT

251-259 Colorado LLC, for itself and its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approved Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way fully available for use by the City of Grand Junction or the general public; and

(d) At the sole cost and expense of the petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _______ day of _______________, 2026.

____

251-259 Colorado LLC

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this ______ day of _____________, 2026, by 251-259 Colorado LLC.

My Commission expires: __________________
Witness my hand and official seal.

____
Notary Public

S:\PROJECTS\0356 Redlands Mesa\062 251 Colorado Ave\Survey\DWG\0356-062.dwg

EXHIBIT A

A strip of land across Colorado Avenue Right of Way per Map of First Division, Resurvey, Town of Grand Junction, Col. as recorded at Reception Number 3206, situated in the southwest quarter of the southwest quarter of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said strip being more particularly described as follows:

The south one-half (0.5') foot of Colorado Avenue Right-of-Way exclusive to that portion adjoining Lot 12 and Lot 13 of Block 123 of said Map of First Division, Resurvey, Town of Grand Junction, Col.
South line of said strip is coincident with the north line of said Lot 12 and Lot 13,

Except the west twelve (12') feet thereof,

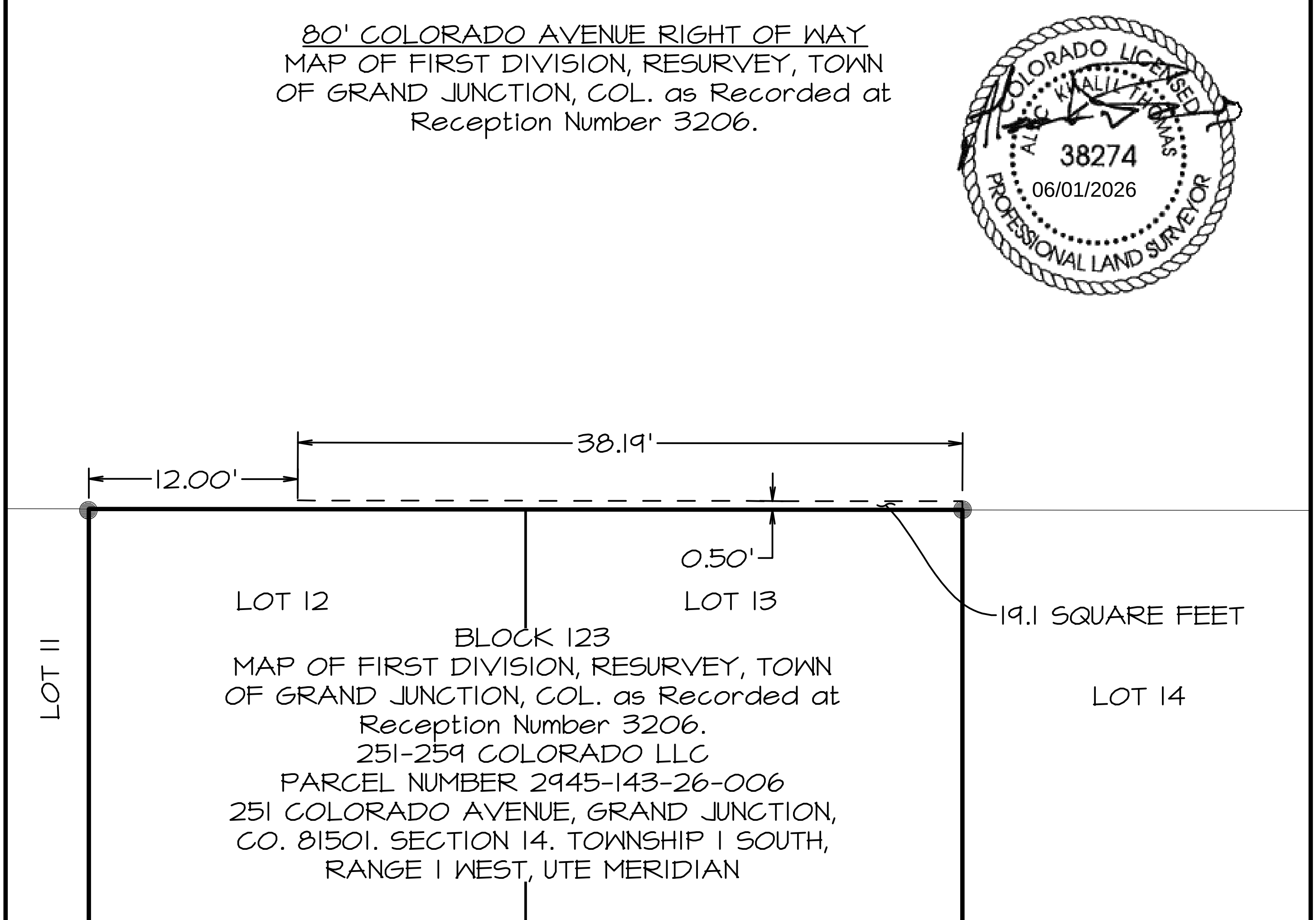
Containing 19.1 Square feet, more or less.

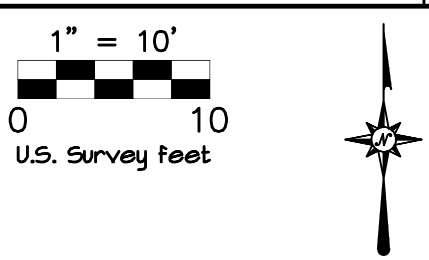
COLORADO LICENSED
ALEC KHALIL THOMAS
38274
06/01/2026
PROFESSIONAL LAND SURVEYOR

This description was prepared by:
Alec K. Thomas
Colorado P.L.S. 38274
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81506

NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original

EXHIBIT B





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

RIVER CITY CONSULTANTS

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

Drawn: AKT	Checked: JW	5/31/26	Job No. 0356-062

S:\PROJECTS\0356 Redlands Mesa\062 251 Colorado Ave\Survey\DWG\0356-062.dwg

CITY OF Grand Junction COLORADO

Grand Junction City Council

Regular Session

Item #3.a.i.

Meeting Date: August 19, 2026

Presented By: Jay Valentine, Chief Financial Officer, Jerod Timothy, Project Engineer

Department: Finance

Submitted By: Jay Valentine

Information

SUBJECT:

A Ordinance Authorizing the Issuance of Certificates of Participation, Series 2026

RECOMMENDATION:

Staff recommends City Council approval of the ordinance.

EXECUTIVE SUMMARY:

The proposed ordinance authorizes the issuance of an additional $9,312,127 in Certificates of Participation (COPs) to continue financing the City's Materials Recovery Facility (MRF) project. This second issuance will fund the remaining acquisition-related costs associated with the facility, including building and site improvements necessary to prepare the facility for installation and operation of the recycling processing equipment.

BACKGROUND OR DETAILED INFORMATION:

The City is continuing development of the Materials Recovery Facility (MRF) at 365 32 Road, a capital project that will significantly expand regional recycling capacity and modernize the City's recycling infrastructure. The project includes renovation of the existing industrial building and installation of advanced sorting equipment that will allow the facility to process substantially more recyclable material while improving operational efficiency and material recovery.

In 2025, City Council approved the initial financing plan for the project, including the acquisition of the property, procurement of recycling processing equipment, and issuance of the first tranche of Certificates of Participation. Since that time, the project has advanced into the construction phase, with building and site improvements underway to prepare the facility for installation and operation of the processing equipment.

The proposed issuance of an additional $9,312,127 in Certificates of Participation represents the second and final planned financing for the project. Proceeds will fund the remaining building and site improvements necessary to complete construction and place the facility into operation.

FISCAL IMPACT:

This issuance represents the final planned permanent financing for the MRF capital project and is consistent with the financing strategy previously presented to City Council.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5338, an ordinance authorizing additional certificates under the 2025 lease purchase financing for additional funding for the acquisition, construction, and equipping of certain solid waste facilities, and in connection therewith authorizing the execution and delivery by the city of a first amendment to a previously executed site and improvement lease agreement, a first amendment to a previously executed lease purchase agreement; and providing for other matters related thereto on final passage and order final publication in pamphlet form.

Attachments

1. Reimbursement Resolution (Additional COPs) MRF Project 2026
2. Authorizing Ordinance 7.29.26

RESOLUTION

A RESOLUTION OF CITY OF GRAND JUNCTION, COLORADO, EXPRESSING ITS INTENT TO BE REIMBURSED FOR CERTAIN EXPENSES RELATING TO THE CONSTRUCTION OF CAPITAL IMPROVEMENTS FOR CITY PURPOSES.

WHEREAS, the City of Grand Junction, Colorado (the “City”) is a duly and regularly created, established, organized, and existing home rule municipality, and existing as such under and pursuant to its home rule charter and the constitution and laws of the State of Colorado (the “State”); and

WHEREAS, the members of the City Council of the City (the “City Council”) have been duly appointed and qualified; and

WHEREAS, it is the current intent of City to acquire, construct and equip certain solid waste facilities by expanding its recycling operations with associated amenities, equipment and supporting public improvements needed or desired in connection therewith (the “Project”); and

WHEREAS, the City previously leased certain real property of the City and the improvements located thereon, as further described in Exhibit A to the 2025 Lease (as defined below) (the “Leased Property”) to Zions Bancorporation, National Association, acting solely in its capacity as trustee under an Indenture of Trust (the “Trustee”), under that certain Site and Improvement Lease Agreement, dated as of December 3, 2025 (the “2025 Site Lease”) and then leased the Leased Property back from the Trustee pursuant to a Lease Purchase Agreement, dated as of December 3, 2025 (the “2025 Lease” and together with the 2025 Site Lease, the “2025 Lease Documents”); and

WHEREAS, in order to finance the Project, pursuant to an Indenture of Trust, executed and delivered by the Trustee, dated as of December 3, 2025 (the “Original Indenture”), there were issued Certificates of Participation, Series 2025, evidencing proportionate interests in the Base Rentals and other Revenues under the 2025 Lease; and

WHEREAS, under certain conditions Additional Certificates (as defined in the Indenture) may be executed and delivered under the terms of the Original Indenture for the purpose of, among other things, financing the costs of completing the Project; and

WHEREAS, the City has determined that it is in the best interest of the City to finance the Project through the execution and delivery of amendments to the 2025 Lease Documents so that the Trustee, pursuant to an amendment and supplement to the 2025 Indenture, may execute and deliver Additional Certificates, or by any other means legally available to the City; and

WHEREAS, the City Council has determined that it is necessary to make capital expenditures to continue to acquire and construct the Project prior to the time that the City arranges for the specific financing to complete the Project; and

WHEREAS, it is the City's reasonable expectation that when such financing occurs, the capital expenditures will be reimbursed with the proceeds of the financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), it is the City's desire that this resolution shall constitute the "official intent" of the Board to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

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

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the City Council and the officers, employees and agents of the City directed toward the Bonds is hereby ratified, approved and confirmed.

Section 2. The City intends to finance approximately $12 million to pay the costs of the Project, including the reimbursement of certain costs incurred by the City prior to the receipt of any proceeds of a financing, upon terms acceptable to the City, as authorized in a resolution to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith.

Section 3. The officers, employees and agents of the City shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by the resolution.

Section 4. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this resolution.

Section 5. The City shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 6. This resolution is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation §1.150-2

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 8. All acts, orders and resolutions of the City, and parts thereof, inconsistent with this resolution be, and the same hereby are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 9. The resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED August 5, 2026.

CITY OF GRAND JUNCTION,
COLORADO

By ____________________________________
Mayor

[SEAL]

Attest:

By____________________________________
City Clerk

101620035.v1

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING ADDITIONAL CERTIFICATES UNDER THE 2025 LEASE PURCHASE FINANCING FOR ADDITIONAL FUNDING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN SOLID WASTE FACILITIES AND IN CONNECTION THEREWITH AUTHORIZING THE EXECUTION AND DELIVERY BY THE CITY OF A FIRST AMENDMENT TO A PREVIOUSLY EXECUTED SITE AND IMPROVEMENT LEASE AGREEMENT, A FIRST AMENDMENT TO A PREVIOUSLY EXECUTED LEASE PURCHASE AGREEMENT; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Grand Junction, Colorado (the "City"), is a duly organized and existing home rule municipality of the State of Colorado (the "State"), created and operating pursuant to Article XX of the Constitution of the State and the home rule charter of the City (the "Charter"); and

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected or appointed and qualified; and

WHEREAS, pursuant to the Charter and Article XX of the State Constitution, the City is authorized to enter into leases or lease-purchase agreements for land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, pursuant to such authority, and in order to acquire, construct, and equip certain solid waste facilities by expanding its recycling operations with associated amenities, equipment and supporting public improvements needed or desired in connection therewith (collectively, the "Improvement Project"), the City previously leased certain real property of the City and the improvements located thereon, as further described in Exhibit A to the Lease (as defined below) (the "Leased Property") to Zions Bancorporation, National Association, acting solely in its capacity as trustee under an Indenture of Trust (the "Trustee"), under that certain Site and Improvement Lease Agreement, dated as of December 3, 2025 (the "2025 Site Lease") and then leased the Leased Property back from the Trustee pursuant to a Lease Purchase Agreement, dated as of December 3, 2025 (the "2025 Lease"); and

WHEREAS, in order to finance the Improvement Project, pursuant to an Indenture of Trust, executed and delivered by the Trustee, dated as of December 3, 2025 (the "2025 Indenture"), there were executed and delivered certain Certificates of Participation, Series 2025, evidencing proportionate interests in the Base Rentals and other Revenues under the 2025 Lease (the "2025 Certificates"); and

WHEREAS, the 2025 Certificates were originally issued and are currently outstanding in the aggregate principal amount of $12,810,000; and

WHEREAS, pursuant to Section 2.08 of the 2025 Indenture, under certain conditions Additional Certificates (as defined in the 2025 Indenture) may be executed and delivered under the terms of the 2025 Indenture for the purpose of, among other things, financing the costs of completing the Improvement Project; and

WHEREAS, pursuant to Section 9.01 of the 2025 Indenture, the Indenture may be supplemented or amended, with the written consent of the City but without the consent of or notice to the Owners, for the purpose of authorizing the execution and delivery of Additional Certificates for purposes set forth under Section 2.08 of the 2025 Indenture;

WHEREAS, pursuant to Section 9.03 of the 2025 Indenture, the 2025 Lease and 2025 Site Lease may be amended, without the consent or notice to the owners of the 2025 Certificates, to amend the schedule of Base Rentals and make all other amendments necessary for the execution and delivery of Additional Certificates in accordance with Section 2.08 of the 2025 Indenture; and

WHEREAS, the City Council of the City (the “Council”) has determined and hereby determines that it is in the best interests of the City and its inhabitants to amend the 2025 Lease (the “First Amendment to Lease” and together with the 2025 Lease, the “Lease”) and the 2025 Site Lease (the “First Amendment to Site Lease” and together with the 2025 Site Lease, the “Site Lease”) so that the Trustee, pursuant to an amendment and supplement to the 2025 Indenture (the “First Supplemental Indenture” and together with the 2025 Indenture, the “Indenture”), authorize the execution and delivery of additional Certificates of Participation (the “2026 Certificates”), the proceeds of which will be used to finance the costs of completing the Improvement Project; and

WHEREAS, the City owns, in fee title, the site and premises, buildings and improvements currently located on the Leased Property; and

WHEREAS, pursuant to the Lease, and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the City to use the Leased Property; and

WHEREAS, the City’s obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

WHEREAS, pursuant to the First Supplemental Indenture, there are expected to be executed and delivered the 2026 Certificates, dated as of their date of delivery, shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease) and shall not directly or indirectly obligate the City to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

WHEREAS, the 2026 Certificates will be executed and delivered pursuant to the First Supplemental Indenture and a Certificate Purchase Agreement between the Trustee and D.A. Davidson & Co., as purchaser of the Certificates (the "Purchase Agreement"), which Purchase Agreement will be acknowledged by the City; and

WHEREAS, the net proceeds of the 2026 Certificates, together with other available money of the City, will be used to finance the Improvement Project and pay the costs of issuing the 2026 Certificates; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S., as amended (the "Supplemental Act"), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act; and

WHEREAS, there has been presented to the Council and are on file with the City Clerk of the City (the "City Clerk") the following: (i) the proposed form of the First Amendment to Site Lease; (ii) the proposed form of the First Amendment to Lease; (iii) the proposed form of the Continuing Disclosure Certificate to be executed by the City in connection with the execution and delivery of the Certificates (the "Disclosure Certificate"); (iv) the proposed form of the Preliminary Official Statement to be executed and delivered by the City in connection with execution and delivery of the Certificates (the "Preliminary Official Statement"); and (v) the form of Purchase Agreement; each of which is approved by this Ordinance with such changes as are approved by the City Manager of the City (the "City Manager") or the Chief Financial Officer of the City (the "Chief Financial Officer"), upon consultation with the City Attorney; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

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

Section 1. **<u>Ratification and Approval of Prior Actions</u>**. All action heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers, agents or employees of the Council or the City relating to the Site Lease, the Lease, the implementation of the Improvement Project, the First Amendment to Lease, First Amendment to Site Lease and the execution and delivery of the 2026 Certificates by the Trustee is hereby ratified, approved and confirmed.

Section 2. **<u>Finding of Best Interests</u>**. The Council hereby finds and determines, pursuant to the Constitution, the laws of the State and the Charter, that undertaking and implementing the Improvement Project and financing the costs thereof pursuant to the terms set forth in the Site Lease and the Lease are necessary, convenient, and in furtherance of the City's purposes and are in the best interests of the inhabitants of the City and the Council hereby authorizes and approves the same.

Section 3. **<u>Supplemental Act Election; Parameters</u>**. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Site Lease and the Lease and in connection therewith delegates to the City Manager or the Chief Financial Officer the independent authority to make any determination delegable pursuant to Section 11-57-205 of the Supplemental Act in relation to the Site Lease and the Lease, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including without limitation, the term of the Site Lease, the term of the Lease and the rental amount to be payable by the City pursuant to the Lease, subject to the following parameters and restrictions:

(a) the Site Lease Termination Date shall be no later than December 31, 2055;

(b) the Lease Term shall not extend beyond December 31, 2045;

(c) the aggregate principal amount of the Base Rentals payable by the City pursuant to the Lease shall not exceed $12,000,000;

(d) the maximum annual repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed $1,350,000;

(e) the maximum total repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed $22,000,000;

(f) the Lease shall be subject to prepayment at the option of the City, without penalty, no later than December 1, 2035; and

(g) the maximum net effective interest rate on the interest component of the Base Rentals relating to the 2026 Certificates shall not exceed 6.00%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to the President of the City Council (the "President"), the City Manager or the Chief Financial Officer the independent authority to acknowledge the Purchase Agreement for the purchase of the Certificates, in substantially the form presented to the Council and on file with the City and as approved as to form by the City Attorney; provided that the Purchase Agreement may be completed, corrected, or revised as deemed necessary or appropriate by the parties thereto in order to carry out the purposes of this Ordinance. In addition, the City Manager or the Chief Financial Officer is independently authorized to determine if obtaining an insurance policy for all or a portion of the 2026 Certificates is in the best interests of the City, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment; provided that any such commitment, documents or agreements are first approved as to form by the City Attorney. The City Manager or the Chief Financial Officer is independently authorized to determine if obtaining a reserve fund insurance policy for the 2026 Certificates is in the best interests of the City, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment; provided that any such documents or agreements are first approved as to form by the City Attorney.

The delegation set forth in this Section 3 shall be effective for one year following the date hereof.

The Council hereby agrees and acknowledges that the net proceeds of the 2026 Certificates, together with other available money of the City, will be used to finance the Improvement Project.

Section 4. **Approval of Documents**. The First Amendment to Site Lease, the First Amendment to Lease, First Supplement to Indenture, the Disclosure Certificate and the Purchase Agreement, in substantially the forms presented to the Council and on file with the City Clerk, are in all respects approved, authorized and confirmed. The President is hereby authorized and directed for and on behalf of the City to execute and deliver the First Amendment to the Site Lease, the First Amendment to the Lease, and the Disclosure Certificate in substantially the forms and with substantially the same contents as on file with the City Clerk, provided that such documents may be completed, corrected or revised as deemed necessary or appropriate by the City Manager of Chief Financial Officer, in consultation with the City Attorney, in order to carry out the purposes of this ordinance and to comply with the terms of the Sale Certificate. The execution of the First Amendment to the Site Lease, First Amendment to the Lease, and the Disclosure Certificate by the President shall be conclusive evidence of the approval by the Council of such documents in accordance with the terms hereof and thereof.

Section 5. **Approval of Official Statement**. The City Manager and the Chief Financial Officer are hereby independently authorized to deem the Preliminary Official Statement, in substantially the form as the Official Statement prepared in connection with the 2025 Certificates, and as presented to the Council and on file with the City Clerk, with such changes as are approved by the Chief Financial Officer or the City Manager, as final for purposes of Rule 15c2-12 of the Securities and Exchange Commission. A final Official Statement, in substantially the form of the Preliminary Official Statement, is in all respects approved and authorized. The City Manager or the Chief Financial Officer is independently authorized and directed to execute and deliver the final Official Statement, for and on behalf of the City, in substantially the form and with substantially the same content as the Preliminary Official Statement, provided that such document may be completed, corrected, or revised as deemed necessary or appropriate by the City Manager, the Chief Financial Officer, or the City Attorney of the City. The distribution of the Preliminary Official Statement and the final Official Statement (in substantially the form of the Preliminary Official Statement) to prospective purchasers of the Certificates is hereby ratified, approved, and authorized.

Section 6. **Authorization to Execute Collateral Documents**. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance and to place the seal of the City on any document authorized and approved by this Ordinance. The President, the City Clerk, the City Manager, the Chief Financial Officer and other appropriate employees and officials of the City are hereby authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance; provided that any such certificate, document, instrument or other paper is first approved as to form by the City Attorney. 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 document or instrument by the aforementioned officials or employees of the City or members of the Council shall be conclusive evidence of the approval by the Council of such document or instrument in accordance with the terms hereof and thereof.

The President, the City Clerk, the City Manager, the Chief Financial Officer and all other employees and officials of the City that are authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the "Authorized Documents") are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. **No General Obligation Debt**. No provision of this ordinance, the Site Lease, the Lease, the Indenture, the 2026 Certificates, the Disclosure Certificate or the Purchase Agreement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall have no obligation to make any payment with respect to the 2026 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither the Lease nor the 2026 Certificates shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the Site Lease, the Lease or the 2026 Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the 2026 Certificates shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

Section 8. **Reasonableness of Rentals**. The Council hereby determines and declares that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section 3 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Council hereby determines and declares that the period during which the City has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Council hereby further determines that the amount of rental payments to be received by the City from the Trustee pursuant to the Site Lease is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease as provided therein.

Section 9. **City Representatives**. The Council hereby authorizes each of the City Manager, the Chief Financial Officer and the City Attorney to act as City Representatives under the Lease, or such other person or persons who may be so designated in writing from time to time by the President, as further provided in the Lease.

Section 10. **No Recourse against Officers and Agents**. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the 2026 Certificates. Such recourse shall not be available either directly or indirectly through the 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 2026 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling the 2026 Certificates specifically waives any such recourse.

Section 11. **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 2026 Certificates, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the 2026 Certificates.

Section 12. **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 13. **Repealer**. All bylaws, orders, resolutions and ordinances of the City, or parts thereof, inconsistent with this ordinance or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed.

Section 14. **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, the intent being that the same are severable.

Section 15. **Charter Controls**. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and the Sale Certificate authorized hereby and such statutes. Any such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

Section 16. **Safety Clause**. The Council finds and declares that this Ordinance is promulgated and adopted for the public peace, health or safety and this Ordinance bears a rational relation to the legislative object sought to be obtained.

Section 17. **Disposition of Ordinance**. This Ordinance, as adopted by the 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 or President Pro Tem, and City Clerk, and by the certificate of publication.

Section 18. **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 5th DAY OF AUGUST, 2026.

CITY OF GRAND JUNCTION, COLORADO

____

Laurel Lutz (Cole), President of the City Council

Attest:

____

Selestina Sandoval, City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 19TH DAY OF AUGUST, 2026.

CITY OF GRAND JUNCTION, COLORADO

____

Laurel Lutz (Cole), President of the City Council

Attest:

____

Selestina Sandoval, City Clerk

STATE OF COLORADO)
)
COUNTY OF MESA) SS.
)
CITY OF GRAND JUNCTION)

I, Selestina Sandoval, 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 August 5, 2026 and was duly adopted and ordered published in pamphlet form by the City Council at a regular meeting thereof held on August 19, 2026, 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 August 5, 2026, an affirmative vote of a majority of the members of the City Council as follows:

City Councilmember	Voting "Aye"	Voting "Nay"	Absent	Abstaining
Laurel Lutz (Cole), President				
Ben Van Dyke, President Pro Tem				
Cody Kennedy, District A				
Jason Nguyen, District B				
Anna Stout, District C				
Robert Ballard, District E				
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 August 19, 2026, by an affirmative vote of a majority of the members of the City Council as follows:

City Councilmember	Voting "Aye"	Voting "Nay"	Absent	Abstaining
Laurel Lutz (Cole), President				
Ben Van Dyke, President Pro Tem				
Cody Kennedy, District A				
Jason Nguyen, District B				
Anna Stout, District C				
Robert Ballard, District E				
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 August 5, 2026, and August 19, 2026, 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 August __, 2026, and August __, 2026, 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.

[Signature Page Follows]

WITNESS my hand and the seal of the City affixed this ___ day of August, 2026.

____
City Clerk and Clerk to the City Council

(SEAL)

[*Signature Page to Certificate Regarding Ordinance*]

EXHIBIT A

(Attach Notices of Meetings of August 5, 2026 and August 19, 2026)

EXHIBIT B

(Attach Affidavits of Publication)

101521933.v5

Grand Junction City Council

Regular Session

Item #3.a.ii.

Meeting Date: August 19, 2026

Presented By: Jay Valentine, Chief Financial Officer

Department: Finance

Submitted By: Jay Valentine, Chief Financial Officer

Information

SUBJECT:

An Ordinance for Supplemental Appropriation for Solid Waste Fund

RECOMMENDATION:

Approve Ordinance Number XXX making supplemental appropriations to amend the 2026 City of Grand Junction Solid Waste and Recycling Fund Budget and ordering publication in pamphlet form.

EXECUTIVE SUMMARY:

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to re-appropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is required to complete the Materials Recovery Facility (MRF) project using Certificates of Participation (COPs), State grant funds, and interest earnings. It also provides spending authority for 2026 single-stream recycling phase-in costs, reimbursable by Extended Producer Responsibility (EPR) funding. Fund balance will be used to make the 2026 interest payment on the first tranche of COPs issued in December 2025.

BACKGROUND OR DETAILED INFORMATION:

The City's Materials Recovery Facility (MRF) project is the culmination of a multiyear effort to expand recycling services and establish a sustainable regional recycling system serving Grand Junction and communities throughout the Western Slope.

The City expanded its role in recycling through the February 2022 acquisition of Grand Junction Curbside Recycling Indefinitely. In 2023, the City introduced automated dual-stream curbside recycling and yard-waste collection to approximately one-third of eligible households. Although participation was strong, further expansion was paused in 2024 because the existing recycling facility lacked sufficient processing capacity.
To support citywide expansion and serve surrounding communities, the City pursued development of a regional, single-stream MRF. The facility will simplify recycling for customers, improve collection efficiency, and provide processing capacity for rural and underserved Western Slope communities with limited access to recycling infrastructure and markets.

Following a competitive procurement process, the City selected Bruin Waste as the facility's operational partner. In May 2025, the City acquired an approximately 58,000-square-foot industrial building for the MRF. Bulk Handling Systems was subsequently selected to design and furnish a processing system capable of handling approximately 12 tons of single-stream recyclable material per hour. The system will incorporate advanced sorting, automated controls, artificial intelligence, and material-tracking technology, while allowing for future upgrades as recycling markets and material streams evolve.

The project includes acquisition and renovation of the building; design and installation of the processing system; structural, electrical, mechanical, fire-protection, utility, and site improvements; supporting equipment; professional services; and other costs necessary to place the facility into operation. Once completed, the MRF will allow the City to transition from dual-stream to single-stream collection, expand service to additional customers, and process recyclable material from regional partners.
The total capital project is $28.2 million, $13.4 million of that was spent in 2025 primarily for the acquisition of the property and equipment related costs. Another $14.8 million is estimated for completion of the project including facility renovations and equipment installation. A second tranche of COPs will be issued after Council authorization. The ordinance authorizing the issuance is also on this Council agenda for first reading and will be set for public hearing August 19, 2026.

Total Supplemental Appropriation required is $3,158,341. A supplemental appropriation was approved on May 20th for the MRF project for $14.3 million, therefore only an additional $549,327 is needed to complete spending authority for the project. $850,000 is needed to purchase 2 recycling truck for the new operation. $1,135,000 is needed for 2026 phase-in costs for single-stream recycling including purchasing toters and software, as well as mailers for advertising and tipping fees. And finally, $624,014 is needed to make the first interest payment due in 2026 on the initial tranche of COPs issued at the end of 2025. Because the MRF is not yet operational, this interest payment will need to be funded by the Solid Waste Fund. Future debt service costs will be included in operating costs eligible for EPR funding.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented to ensure sufficient appropriation authority to defray the necessary expenses of the City of Grand Junction. The ordinance is consistent with lawful and proper governmental accounting practices and is supported by the supplementary documents incorporated by reference above.

SUGGESTED MOTION:

I move to adopt Ordinance No.5539, an ordinance making supplemental appropriations to the 2026 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2026 and ending December 31, 2026 on final passage and order final publication in pamphlet form.

Attachments

1. 2026 MRF Supplemental Appropriation Ordinance, August, 2026

ORDINANCE NO. ___

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2026, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
Solid Waste and Recycling Fund	302	$ 3,158,341

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 5th day of August 2026.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this 19th day of August 2026

____
President of the Council

Attest:

____
City Clerk

Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: August 19, 2026

Presented By: Ashley Firl, Interim Utilities Director

Department: Utilities

Submitted By: Ashley Firl

Information

SUBJECT:

Emergency Replacement of Aeration Basin Influent Piping at the Persigo WWTP

RECOMMENDATION:

Ratify the emergency purchase of construction services from Garney Construction for replacement of the A-Basin influent process piping at the Persigo Wastewater Treatment Plant in the amount of $1,094,157.00.

EXECUTIVE SUMMARY:

During construction associated with the Persigo Phase 1 Expansion Project, multiple active leaks and severe deterioration were identified in the existing A-Basin influent process piping at the Persigo Wastewater Treatment Plant (WWTP). Temporary repairs stabilized the piping. However, the piping is critical to wastewater treatment operations and its continued deterioration presents an immediate operational risk.

The City Manager approved emergency procurement of construction services from Garney Construction in the amount of $1,094,157.00 to permanently replace the deteriorated piping. Garney is currently performing the Persigo Phase 1 Expansion Project and is fully mobilized on-site. Because the expenditure exceeds the City Manager's purchasing authority, this staff report presents the circumstances necessitating the emergency procurement and requests ratification by City Council.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction owns, operates, and maintains the Persigo Wastewater Treatment Plant to provide reliable wastewater treatment for the Persigo 201 Service Area. Originally commissioned in 1984, the facility continues to undergo phased improvements to address aging infrastructure, improve reliability, and accommodate future growth.

The Persigo Phase 1 Expansion Project was developed through an asset evaluation and planning process that identified improvements necessary to increase treatment capacity and rehabilitate aging infrastructure. Based on the asset condition information available during development of the project, replacement of the A-Basin influent piping was not identified as a necessary Phase 1 improvement and was therefore not included in the original project scope. During Phase 1 construction, multiple active leaks and severe deterioration were subsequently identified in the piping that were not apparent during the earlier assessment.

The existing piping has been in continuous service for more than 40 years and consists of parallel 30-inch pipelines conveying wastewater to the A-Basins, where biological treatment occurs. These pipelines are the only means of conveying wastewater into the A-Basins. Failure of either pipeline would interrupt treatment, significantly impair plant operations, and jeopardize compliance with the City's Colorado Discharge Permit System permit. Planned operational redundancy for repairs would also be eliminated, and wastewater would drain into the newly constructed pipe gallery containing recently installed Phase 1 electrical and mechanical infrastructure. These conditions formed the basis for the emergency procurement.

The necessary work includes replacement of the exterior buried piping and interior fabricated ductile iron piping and fittings, new pipe supports and wall penetrations, associated concrete and site restoration, pumping and cleaning necessary to complete the work, and startup and testing. Construction will be sequenced one basin at a time to maintain continuous wastewater treatment operations. Garney's project scope identifies approximately 60 feet of buried 30-inch piping in addition to the interior process piping and associated improvements.

Given the immediate operational risk, the City Manager approved emergency procurement of the replacement work from Garney Construction. With Garney already mobilized on-site for the Phase 1 Expansion Project, the contractor was able to promptly investigate the deteriorated piping, develop the replacement approach, and source specialized and fabricated materials. Proceeding immediately allows the City to permanently address the deteriorated piping while maintaining continuous treatment operations and minimizing the risk of additional failures.

Replacing the deteriorated A-Basin influent piping will address the immediate operational risk, protect recently completed Phase 1 improvements, and maintain reliable wastewater treatment operations for the Persigo 201 Service Area.

FISCAL IMPACT:

The emergency contract amount of $1,094,157.00 will be funded using available appropriations within the approved Persigo Phase 1 Expansion Project budget.

SUGGESTED MOTION:

I move to ratify and approve the City Manager's emergency purchase of construction services from Garney Construction in the amount of $1,094,157.00 for replacement of the A-Basin influent process piping at the Persigo Wastewater Treatment Plant.

Attachments

1. APPROVED MEMO Emergency A-Basin Influent Pipe Replacement
2. Emergency A-basin Influent Pipe Replacement Presentation

CITY OF Grand Junction COLORADO

Memorandum

TO: Mike Bennett, City Manager
Jay Valentine, CFO

FROM: Ashley Firl, Interim Utilities Director
Aaron Rice, Wastewater Services Manager

DATE: July 29, 2026

SUBJECT: Emergency Procurement Request- Replacement of Aeration Basin Influent Piping at the Persigo WWTP #5963-26-DH

The Utilities Department requests approval to execute an emergency construction contract with Garney Construction for replacement of the deteriorated Aeration Basin (A-Basin) influent process piping at the Persigo Wastewater Treatment Plant.

During construction associated with the Persigo Phase 1 Expansion Project, multiple active leaks and severe deterioration were identified in the existing parallel 30-inch influent piping conveying wastewater to the A-Basins. Temporary repairs have stabilized the piping; however, they are not permanent, and continued deterioration presents an immediate operational risk.

The existing influent piping dates to the original construction of the Persigo WWTP and has been in continuous service for more than 40 years. These pipelines are the only means of conveying wastewater to the A-Basins, where biological treatment occurs. Failure of either pipeline would interrupt treatment, significantly impair plant operations, and jeopardize compliance with the City's Colorado Discharge Permit System permit. Planned operational redundancy for repairs would be eliminated, and wastewater would drain into the newly constructed pipe gallery containing recently installed Phase 1 electrical and mechanical infrastructure.

Garney Construction has developed a permanent replacement approach that includes replacing the influent piping inside and outside the building while maintaining continuous plant operations. Because Garney is currently under contract for the Persigo Phase 1 Expansion Project and fully mobilized on-site, the contractor has already evaluated the piping, developed the replacement approach, and sourced specialized and fabricated materials. Emergency procurement allows the City to begin replacement immediately while these resources remain available, avoiding delays and additional operational risk.

Garney Construction has submitted a proposal in the amount of $1,094,157.00, including contractor contingency. Funding is available within the approved Persigo Phase 1 Expansion Project budget, and no additional project appropriation is required.

Based on the deteriorated condition of this critical process piping, the multiple active leaks that have occurred, and the operational risks associated with continued temporary repairs, staff requests approval to proceed with this emergency procurement.

Signed by:

Prepared by: Ashley Firl ______________________ Date: 7/30/2026

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Ashley Firl, Interim Utilities Director

Signed by:

Approved by: Jay Valentine - CFO ______________________ Date 8/5/2026

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Jay Valentine, CFO

Signed by:

Approved by: ______________________ Date: 8/5/2026

7245B2BCAB8E4E3...

Mike Bennett, City Manager

GARNEY

345 Inverness Drive, Bldg B Ste 205
Englewood, CO 80112
Phone: 303.791.3600
Fax: 303.791.1801

July 28, 2026

Evan Sales
Engineering Specialist
City of Grand Junction
2145 River Road
Grand Junction, CO 81505

Subject: Persigo Wastewater Treatment Plant, Aeration Basin Emergency Influent Pipe Replacement

Evan:

As requested, attached is the pricing summary for the Aeration Basin Pipe Replacement at the Persigo WWTF. This pricing is Not to Exceed and excludes any medium voltage modifications for work covered in the Phase 1 project. The scope we identified for this work will be completed one basin at a time and includes:

Assist with draining each A Basin train with pumping support, demolishing the exterior concrete flatwork, relocating the existing sheds, excavate and replace the existing 30" A Basin influent yard pipe and fittings, install flowfill at the newly replaced yard pipe, backfill and replace the concrete flatwork.

Furnish and install new interior fabricated ductile iron pipe and fittings with new cored penetrations and link seals for proper pipe fitment, new pipe supports to properly fit the new DIP, pumping out and cleaning the A Basin splitter boxes and the individual chambers of CS-2. The interior pipe penetrations will be grouted and exposed pipe painted to match.

The exterior portion of the 30" A Basin Influent line will be C-900 DR-25 pipe with C-153 MJ 45 bends and Solid Sleeves with mega-lug fitting restraints. The interior pipe and fittings will be epoxy primed / CML flanged end spools with a flange by plain end section near the splitter box connected with a Megaflange restrained adapter. New holes will be cored on the Pipe Gallery wall and the Splitter box wall to expand the opening for a better fit and seal.

The vendor priced the new fabricated pipe and fittings to be expedited and onsite in around 6 weeks or less, and the work scheduled and coordinated with Plant staff. The scope of work for this request was priced as a standalone project and includes a 5% Project Contingency. A final schedule and material procurement will start on approval of this Change Request in the amount of $1,094,157.00.

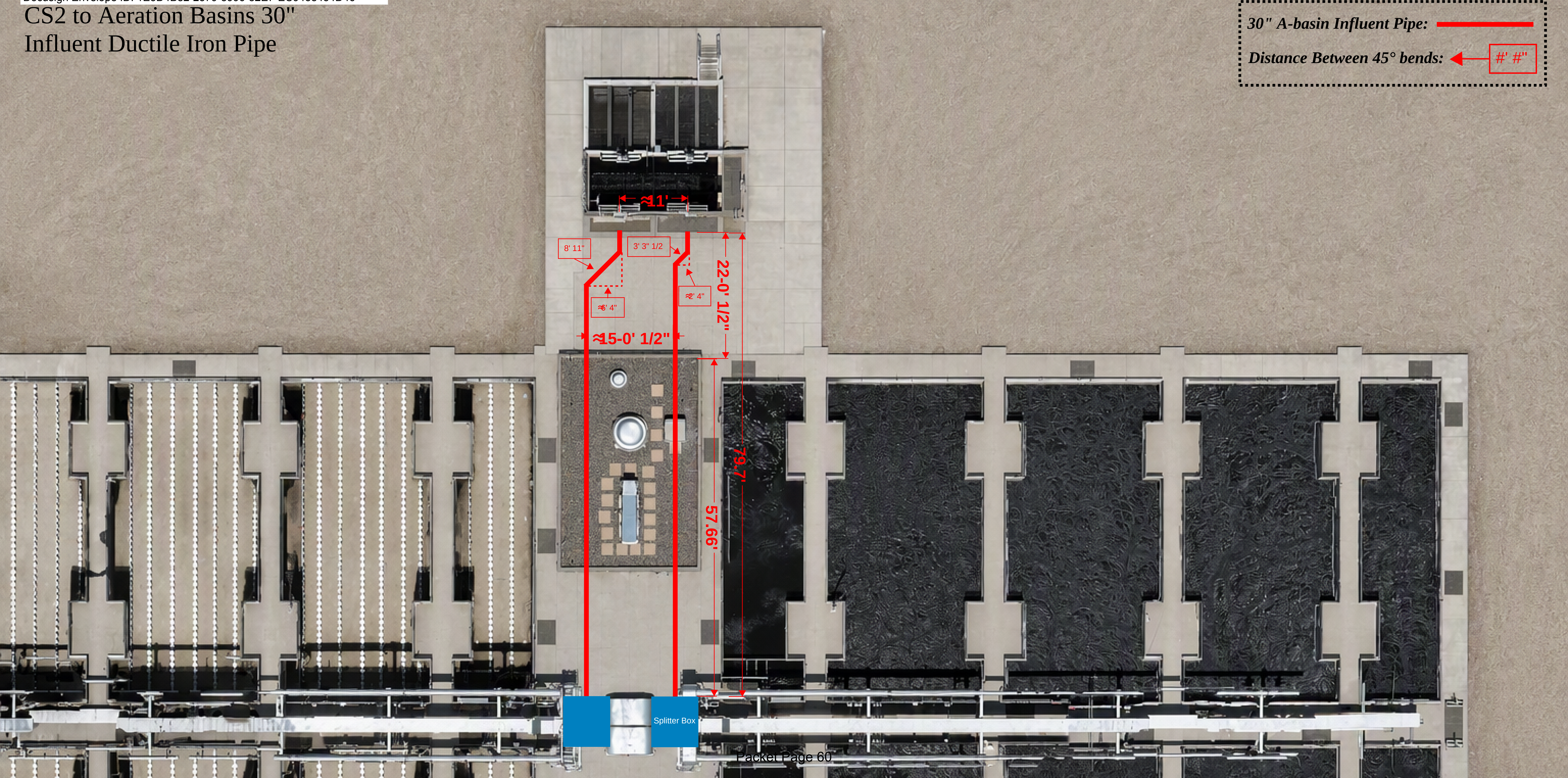
Let us know if you need more information.

Respectfully submitted,

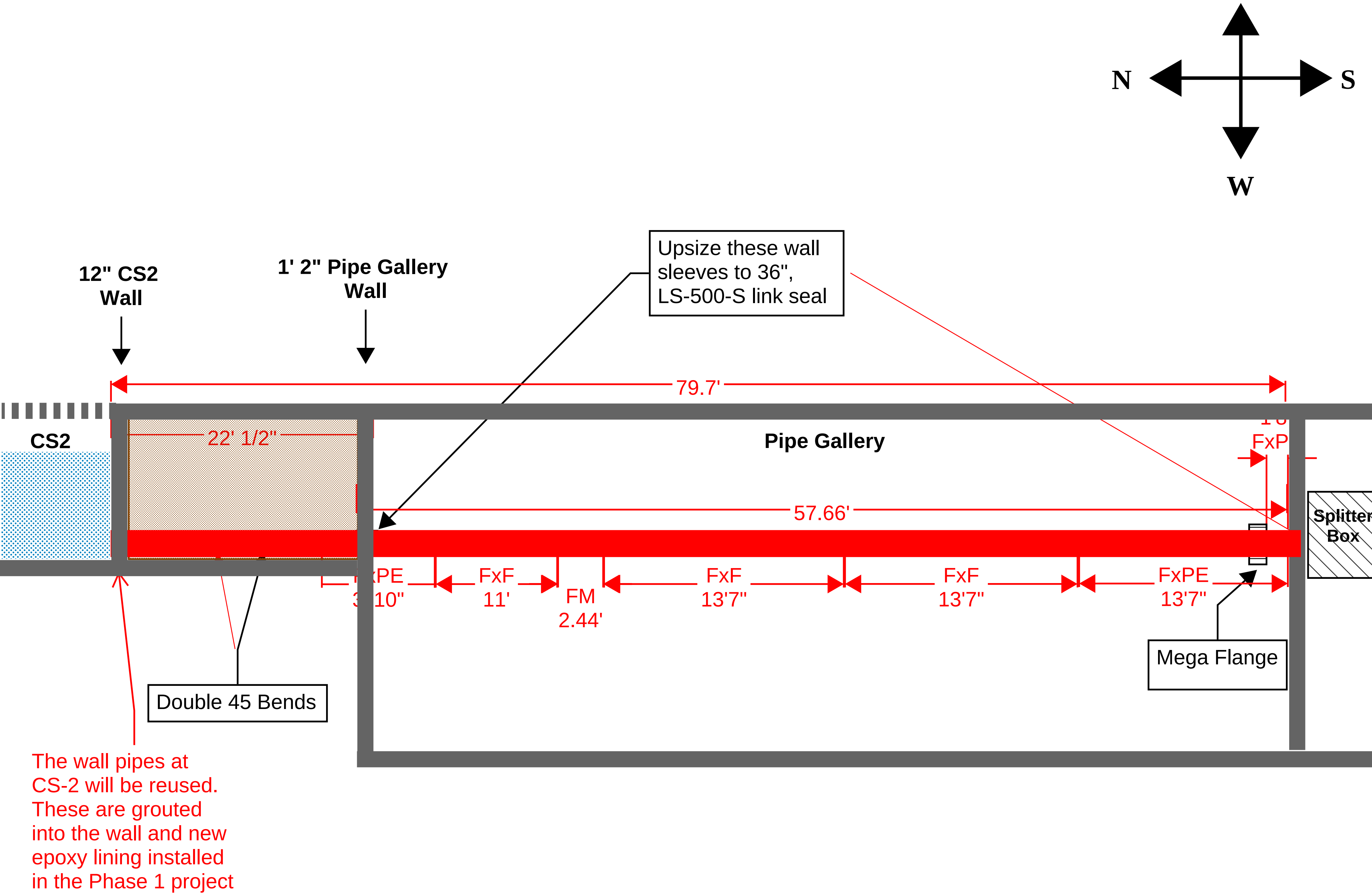
GARNEY COMPANIES, INC.

Toby Reid
Senior Project Manager
303.913.5268

CS2 to Aeration Basins 30" Influent Ductile Iron Pipe



CS2 to Aeration Basins 30" Influent Pipe Replacement



CS2 to Pipe Gallery 30" Influent Pipe Replacement

Scope of Work:

-Demo / Remove the sampler building, mini-workstation sheds and concrete flatwork between CS-2 and the exterior pipe gallery wall. Excavate the tow buried influent pipe. These lines were previously discussed to be CIPP lined, however the pipe has sunk in this area creating a low spot and also has 45-bends that should be replaced.

-Replace the 30” steel pipe with C-905 PVC from the pipe gallery exterior wall to the CS-2, and flanged, cement mortar lined Ductile Iron pipe from the interior pipe gallery wall to the splitter box.

-Replacing all the link seal and pipe supports (pipe is a different OD) for these two lines.

GARNEY

PERSIGO WWTP A Basin Influent Pipe Repair

BREAKDOWN BY STRUCTURE		TOTALS
100	GC'S	154,127
150	A Basin Infl Pipe Repair - Interior	520,650
200	CS-2 Discharge Yard Pipe	264,414
		-
	SUBTOTAL COSTS	**939,191**

INDIRECT COST		TOTALS
1.50%	Bonds and Insurance	14,088
10.00%	GC FEE (10%)	93,919
ALLOWANCES, CONTINGENCIES		
5.00%	Project Contingency	46,959.54
TOTAL INCLUDING CONTINGENCY		**1,094,157**

Estimate for Grand Junction Persigo WWTP A Basin Influent Pipe Repair

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	Labor Total	Matl Total	Sub Total	Equip Total	Oth Total	Total Cost	Division	Bid Item
7/28/2026	**TOTALS**			**3,544**		**337,518**	**348,110**	**129,946**	**76,098**	**47,519**	**939,191**		
	PROJECT MANAGER	1.0	MOS	173.3	173.3	28,658	0	0	0	0	28,658	GC	100
	ASS'T PROJECT MANAGER	2.0	MOS	346.7	173.3	47,209	0	0	0	0	47,209	GC	100
	SUPERINTENDENT	2.0	MOS	346.7	173.3	55,582	0	0	0	0	55,582	GC	100
	FIELD ENGINEER	**0.5**	MOS	86.7	173.3	10,242	0	0	0	0	10,242	GC	100
	MOBILE-MINI OR HALF-N-HALF	**3.0**	MOS	0.0		0	0	0	3,600	0	3,600	GC	100
	OFFICE SUPPLIES	3.0	MOS			0	975	0	600	0	1,575	GC	100
	GARNEY PHONE/T1/INTERNET	3.0	MOS			0	0	0	0	600	600	GC	100
	SANITARY FACILITY	**3.0**	MOS			0	0	750	0	0	750	GC	100
100 SITE V	WEEKLY CLEANUP	40.0	HRS	40.0	1.000	2,910	0	0	0	0	2,910	GC	100
1.56%	SAFETY SHUTDOWN	0.5	LS	19.7	39.483	1,500	1,500	0	0	0	3,000	GC	100
	MOVE ABASIN CONTENTS / ML 2X											MOPO	150
	GARNEY PUMP AND HOSE SETUP	2.0	EA	80.0	40.000	5,947	0	0	11,000	3,200	20,147	MOPO	150
	GARNEY REMOVAL AND TEARDOWN	2.0	EA	80.0	40.000	5,947	780	0	0	0	6,727	MOPO	150
	GARNEY ABASIN SWITCHING OVER, BULKHEADING, BLADDERS, SANDBAGS, MISC PUMPING AND CLEANING	2.0	EA	120.0	60.000	8,920	700	3,000	700	200	13,520	MOPO	150
	AIR COMPRESSOR, 185CFM	1.0	MO	0.0		0	0	0	1,345	538	1,884	DIV0	150
	REACH FORKLIFT 8,000#	2.0	MO	0.0		0	0	0	20,289	8,116	28,405	DIV0	150
	SCISSOR LIFT, 32'	4.0	MO	0.0		0	0	0	4,566	1,827	6,393	DIV0	200
	CRANE RENTAL & FUEL	4.0	DY	0.0		0	0	34,000	0	0	34,000	DIV0	150
ALTITUDI	SAW CUT CONCRETE SIDEWALK - 6" THK	40.0	LF			0	0	360	0	0	360	DIV02	200
30.00	DEMO / REMOVE CONCRETE SIDEWALK - 6" THK	800.0	SF	16.0	0.020	1,216	0	0	841	337	2,394	DIV02	200
40.20	REMOVE CONCRETE SIDEWALK AGGREGATE BASE - 8" THK	800.0	SF	4.6	0.006	347	0	0	208	83	639	DIV02	200
	END DUMPS FOR DEMO HAUL OFF - CONCRETE	4.0	LD		MESA COUNTY LANDFILL - 14 MILES & 3(			780	0	0	780	DIV02	200
	TEMP RELOCATE AND REPLACE SAMPLE SHEDS	2.0	EA	80.0	40.000	6,080	1,000	0	3,139	1,255	11,474	DIV02	200
45.00	REMOVE PIPE - 30" A-BASIN INFLUENT - Yard	60.0	LF	240.0	4.000	18,240	0	0	9,416	3,766	31,422	DIV02	200
0.00	END DUMPS FOR DEMO HAUL OFF - YARD PIPE	4.0	LD		MESA COUNTY LANDFILL - 14 MILES & 3(			780	0	3,960	4,740	DIV02	200
	PROCESS DEMO - A BASIN INFLUENT									0	0	DIV02	150
	DRAIN/FLUSH AND CLEAN PIPE/SPLITTER BOX	2.0	LS	96.0	48.000	7,296	0	3,000	0	0	10,296	DIV02	150
	REMOVE PIPE - 30" STEEL PIPE CUT/SPOOL	110.0	LF	220.0	2.000	16,720	0	0	0	0	16,720	DIV02	150
	REMOVE PIPE - PIPE HANGERS	12.0	EA	114.0	9.500	8,664	0	0	0	0	8,664	DIV02	150
	HOIST/DRAY FITTINGS OUT OF BASEMENT	20.0	EA	80.0	4.000	6,080	0	0	5,000	0	11,080	DIV02	150
	LOAD OUT AND DISPOSE PIPE	4.0	LDS	32.0	8.000	2,432	0	0	2,400	960	5,792	DIV02	150
REUSE CS	CORE DRILL CONCRETE WALL - 36" (34"?) DIAM. X 12" THK (REUSE AT CS-	4.0	EA			0	0	10,000	0	0	10,000	DIV02	150
REPLACE	PREP SUBGRADE FOR SIDEWALK	800.0	SF	24.0	0.030	1,824	0	0	359	144	2,327	DIV02	200
REPLACE	INSTALL AGG ROAD BASE -	23.0	CY	13.8	0.600	1,050	1,842	276	207	83	3,458	DIV02	200
REPLACE	F & I CONCRETE SIDEWALK - 6" THK	14.8	CY	111.1	7.500	8,444	5,185		889	370	14,889	DIV02	200
	Persigo Process Piping	1.0	LS	0.0		0	0	30,000	0	0	30,000	DIV09	150
Yard	TEST PIPING	1.0	LS	48.6	48.600	3,588	1,215	0	0	0	4,803	YP	200
Yard	UNLOAD, STORE & INVENTORY - PIPING MATERIALS	1.0	LS	24.0	24.000	1,772	500	0	0	0	2,272	YP	200
Yard	POTHOLING - EXISTING UTILITIES	2.0	DY			0	0	7,000	0	0	7,000	YP	200
Yard	CLSM AT UTILITY CROSSINGS AT BUILDING TIE IN	20.0	CY	20.0	1.000	1,477	5,200	0	0	0	6,677	YP	200
	DEWATER 4" TRASH PUMP	1.0	MO	65.0	65.000	4,799	200	0	750	0	5,749	YP	200
#104	EXCV,LAY,BKFL PIPE (30" X 6 ' X 8')(7M X 20LF/DAY)	60.0	LF	56.0	0.933	4,135	0	0	9,600	1,920	15,655	YP	200
#104	PIPE BEDDING	59.4	TONS	0.0		0	2,494	0	0	0	2,494	YP	200
#104	FLOW FILL	30.0	CY	30.0	1.000	2,215	15,000	0	788	0	18,003	YP	200
	PVC 30" PIPE C-900 DR25	60.0	LF	21.0	0.350	1,551	14,520	0	0	0	16,071	YP	200
	DIP CML 30" MJ 90 BEND	0.0	EA	0.0	12.000	0	0	0	0	0	0	YP	200
	DIP CML 30" MJ 45 BEND	4.0	EA	48.0	12.000	3,544	19,200	0	0	0	22,744	YP	200
	DI MJ FTG RESTRAINT w/ MJ ACC (GSKT,BOLTS,NUTS) 36"	16.0	EA	68.4	4.272	5,047	44,480	0	0	0	49,527	YP	200
DBL, AT A	DI SOLID SLEEVE 30"	4.0	EA	48.0	12.000	3,544	15,200	0	0	0	18,744	YP	200
	CONC THRUST BLOCK 30"	2.0	EA	16.0	8.000	1,181	3,000	0	0	0	4,181	YP	200
AT CS 2	CONN AT EXISTING 30" MISC	2.0	EA	40.0	20.000	2,953	1,440	0	0	0	4,393	YP	200
	MARKING TAPE DETECTABLE	100.0	LF		w/Pipe	0	24	0	0	0	24	YP	200
	DIP POLY WRAP 36"	100.0	LF	1.0	0.010	74	324	0	0	0	398	YP	200
	60# ANODES (ANODE SYSTEMS)	12.0	EA	24.0	2.000	1,772	1,200	0	0	0	2,972	YP	200

Estimate for Grand Junction Persigo WWTP A Basin Influent Pipe Repair

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	Labor Total	Matl Total	Sub Total	Equip Total	Oth Total	Total Cost	Division	Bid Item
7/28/2026	**TOTALS**			**3,544**		**337,518**	**348,110**	**129,946**	**76,098**	**47,519**	**939,191**		
	PROTECT EXISTING UTILITIES	1.0	EA	24.0	24.000	1,772	1,500	0	400	160	3,832	YP	200
	TEST PIPING	1.0	LS	20.0	20.00	1,540	500	0	0	0	2,040	EP	150
	UNLOAD, STORE & INVENTORY - PIPING MATERIALS	1.0	LS	24.0	24.000	1,848	0	0	0	0	1,848	EP	150
	SUPPLY - PIPE SUPPORT MOVE/ANCHOR BUDGET	1.0	LS	0.0		0	5,000	0	0	0	5,000	EP	150
	SUPPLY - DIP SUPPLY 2026 ESCALATION 7%	1.0	LS	0.0		0	13,354	0	0	0	13,354	EP	150
	SUPPLY - PROCESS VALVES	1.0	LS	0.0		0	0	0	0	0	0	EP	150
	SUPPLY - PIPE SUPPORT DESIGN	1.0	LS	0.0		0	0	0	0	10,000	10,000	EP	150
	PIPE GALERY CLEANING / PROTECTION	2.0	EA	80.0	40.000	6,160	1,000	0	0	0	7,160	EP	150
	A BASIN STARTUP & COMMISSIONING	2.0	EA	48.0	24.000	3,696	0	0	0	10,000	13,696	EP	150
	RAW SEWAGE PUMP DISCHARGE PIPING	****		0.0		0	0	0	0	0	0	EP	150
	DIP CL300 CML			0.0		0	0	0	0	0	0	EP	150
	FROM EXISTING PLAN SET			0.0		0	0	0	0	0	0	EP	150
64.26	DIP CML 30" FXPE THRU WALL X 3'-10"	2.0	EA	25.7	12.852	1,979	9,000	0	0	0	10,979	EP	150
64.26	DIP CML 30" SPOOL FLG X FLG X 11'-0" TO FM	2.0	EA	25.7	12.852	1,979	21,200	0	0	0	23,179	EP	150
64.26	DIP CML 30" SPOOL FLG X FLG X 13'-7"	4.0	EA	51.4	12.852	3,958	50,000	0	0	0	53,958	EP	150
64.26	DIP CML 30" SPOOL FLG X PE X 13'-7" TO SPLITTER w/ 2" Tap	2.0	EA	25.7	12.852	1,979	22,000	0	0	0	23,979	EP	150
64.26	DIP CML 30" SPOOL FLG X PE X 1'-8" TO SPLITTER WALL	2.0	EA	25.7	12.852	1,979	6,400	0	0	0	8,379	EP	150
64.26	DIP CML 30" MEGAFLG	2.0	EA	25.7	12.852	1,979	7,000	0	0	0	8,979	EP	150
40.00	REPLACE PIPE SUPPORT CLEVIS HANGERS	12.0	EA	96.0	8.000	7,392	33,600	0	0	0	40,992	EP	150
25.00	TEMP PIPE SUPPORTS - (GALV LEAD TIME)	12.0	EA	60.0	5.000	4,620	3,000	0	0	0	7,620	EP	150
10.00	2" BV AND NIPPLE FOR AV TAP (AV Not Included)	2.0	EA	4.0	2.000	308	1,000	0	0	0	1,308	EP	150
28 Links, 3	LINK SEAL LS-525-SS	336.0	EA	168.0	0.500	12,936	16,800	0	0	0	29,736	EP	150
ZINC	FLG ACC-ABOVE GRADE 30"	12.0	EA	0.0	w/Ftg	0	20,496	0	0	0	20,496	EP	150
ZINC	FLG ACC-ISOLATION SLEEVES AND WASHERS	56.0	EA	5.6	0.100	431	280	0	0	0	711	EP	150
	FLOW METER DETERM /RETERMINATE / TEST	2.0	EA	0.0		0	0	20,000	0	0	20,000	DIV16	150
	RELOCATE SAMPLE SHED POWER	2.0	EA	0.0		0	0	20,000	0	0	20,000	DIV16	150

Bid Proposal for Persigo A Basin Influent Piping

CUSTOMER

GARNEY COMPANIES INC
1333 NW Vivion Rd
Kansas City, MO 64118

Job
Persigo A Basin Influent Piping
grand junction , CO
Bid Date: 07/30/2026
Bid #: 5083018

CONTACT

Sales Representative
Scot Andreano
(M) 720-629-6281
(T) 303-394-0004
(F) 303-394-4450
Scot.Andreano@coreandmain.com

Core & Main
9451 Yosemite St
Henderson, CO 80640
(T) 3033940004

NOTES

CORE & MAIN

Bid Proposal for Persigo A Basin Influent Piping

GARNEY COMPANIES INC
Job Location: grand junction , CO
Bid Date: 07/30/2026
Core & Main Bid #: 5083018

Core & Main
9451 Yosemite St
Henderson, CO 80640
Phone: 3033940004
Fax: 3033944450

Seq#	Qty	Description	Units	Price	Ext Price
30	2	30 FLGXPE DIP 1'8" CML/PR	EA	3,180.00	6,360.00
40	2	30 FLGXPE DIP 3'10" CML/PR	EA	4,405.89	8,811.78
50	2	30 FLGXFLG DIP 11'00" CML/PR	EA	10,562.36	21,124.72
60	2	30 FLGXFLG DIP 13'7" CML/PR	EA	12,402.36	24,804.72
70	2	30 FLGXPE DIP 13'7" W/ 2" TAP	EA	10,831.77	21,663.54
		CML/PR			
90	2	30 EBAA MEGAFLANGE 2130	EA	3,004.82	6,009.64
110	12	30 FLG STUD KIT B7 ZINC	EA	810.50	9,726.00
120	12	30X1/8" GARLOCK 3305 GASKET	EA	286.34	3,436.08
130	464	LINK SEAL LS-400-SS	EA	25.41	11,790.24
150	40	30 PVC C900 DR25 PIPE 20' BLUE GSKT PC165	FT	187.52	7,500.80
~~160**~~	~~36~~	~~30 TJ PR200 DI PIPE~~	~~FT~~	~~241.11~~	~~8,679.96~~
180	4	30 MJ 45 C153 IMP	EA	4,630.06	18,520.24
190	2	30 MJ L/P SLV C153 IMP	EA	3,756.58	7,513.16
200	12	30 STAR 4030 PVC REST MC IMP MULTI-COAT L/ACC PVC4030GN	EA	1,840.94	22,091.28
210	240	1X6 T-HEAD B&N C111	EA	13.64	3,273.60
220	12	30" MJ REGULAR GASKET F/DI	EA	157.39	1,888.68

Branch Terms:
CORE & MAIN WATERWORKS IS NOT LIABLE FOR DELIVERY DELAYS, CANCELLATIONS OR PRICE INCREASES RESULTING FROM ANY CAUSE BEYOND OUR CONTROL. THESE INCLUDE BUT ARE NOT LIMITED TO:MANUFACTURERS SHORTAGES, AVAILABILITY OR TIMELINESS OF TRANSPORTATION, MATERIALS, FUELS, OR SUPPLIES. THIS QUOTE IS NOT A CONTRACT TO SUPPLY MATERIAL OR GUARANTEE OF PRODUCT AVAILABILITY.
****

SALES TAXES NOT INCLUDED

ITEMS PICKED UP AT OUR FACILITY MAY BE SUBJECT TO CITY TAXES

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

** For reference only - not included in total

Emergency Replacement Aeration Basin Influent Piping

Persigo Wastewater Treatment Plant

Ashley Firl
Interim Utilities Director
Environmental Compliance and Sustainability Manager

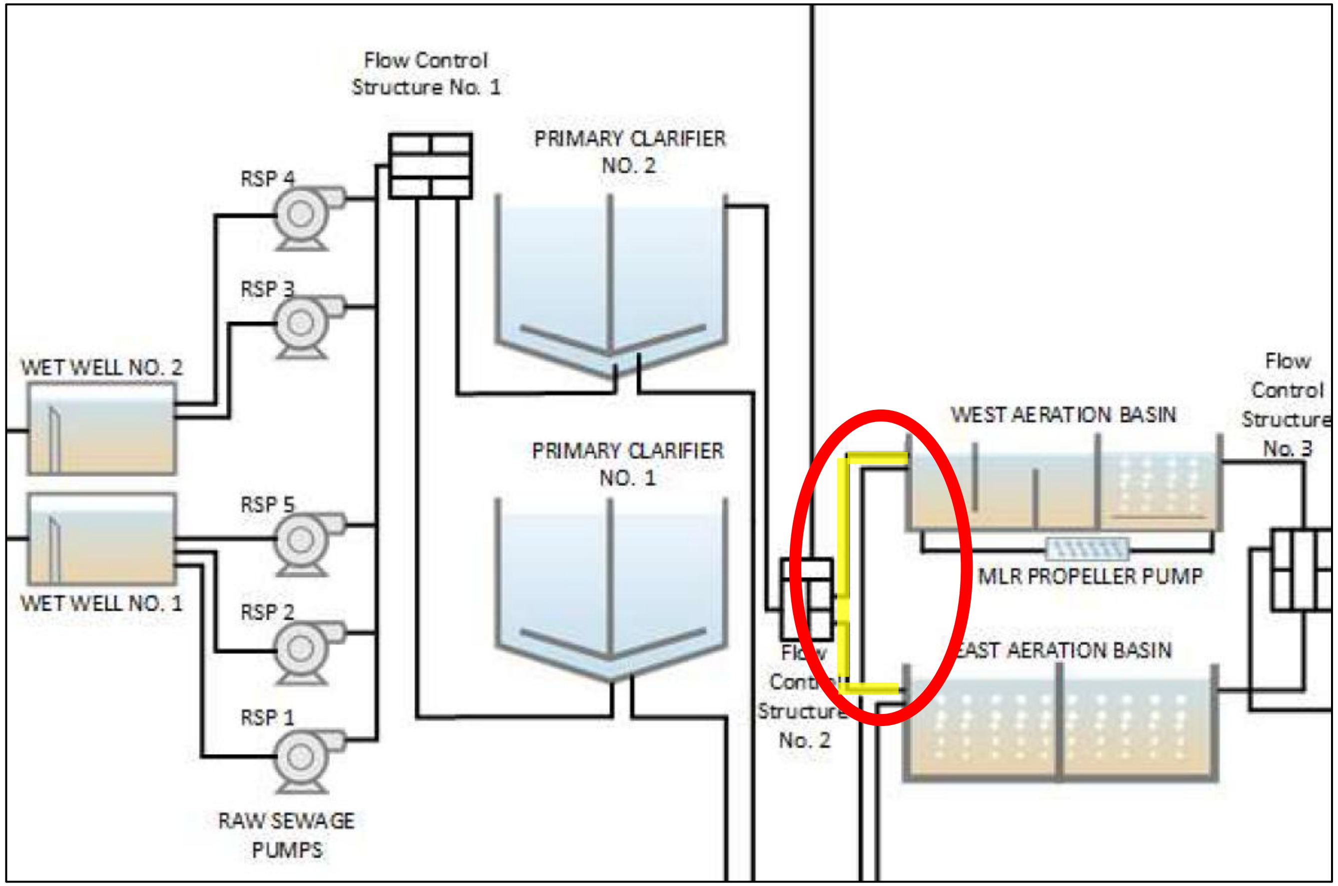
A-basin Influent Piping

- Persigo Wastewater Treatment Plant original infrastructure
  - 40+ years
- Emergency replacement and procurement
  - Multiple active leaks and severe deterioration

CITY OF Grand Junction COLORADO

Critical to Treatment Operations

- Only means of conveying wastewater to A-basins
  - Parallel 30-inch pipelines
- Risk of critical failure
  - Biological treatment interruption
  - Elimination of redundancy necessary for repairs
  - Permit noncompliance



Emergency Replacement

- Phase 1 project scoping did not identify asset condition as requiring replacement
  - Actual deterioration became apparent during construction
  - Multiple leaks confirm replacement is necessary
- Emergency procurement necessary
  - Temporary repairs are not a permanent solution
  - Continued deterioration presents immediate risk of failure
  - Replacement can be sequenced while maintaining treatment
  - Fabricated and specialty parts are sourced with relatively short lead times

City of Grand Junction Colorado

Fiscal Impact

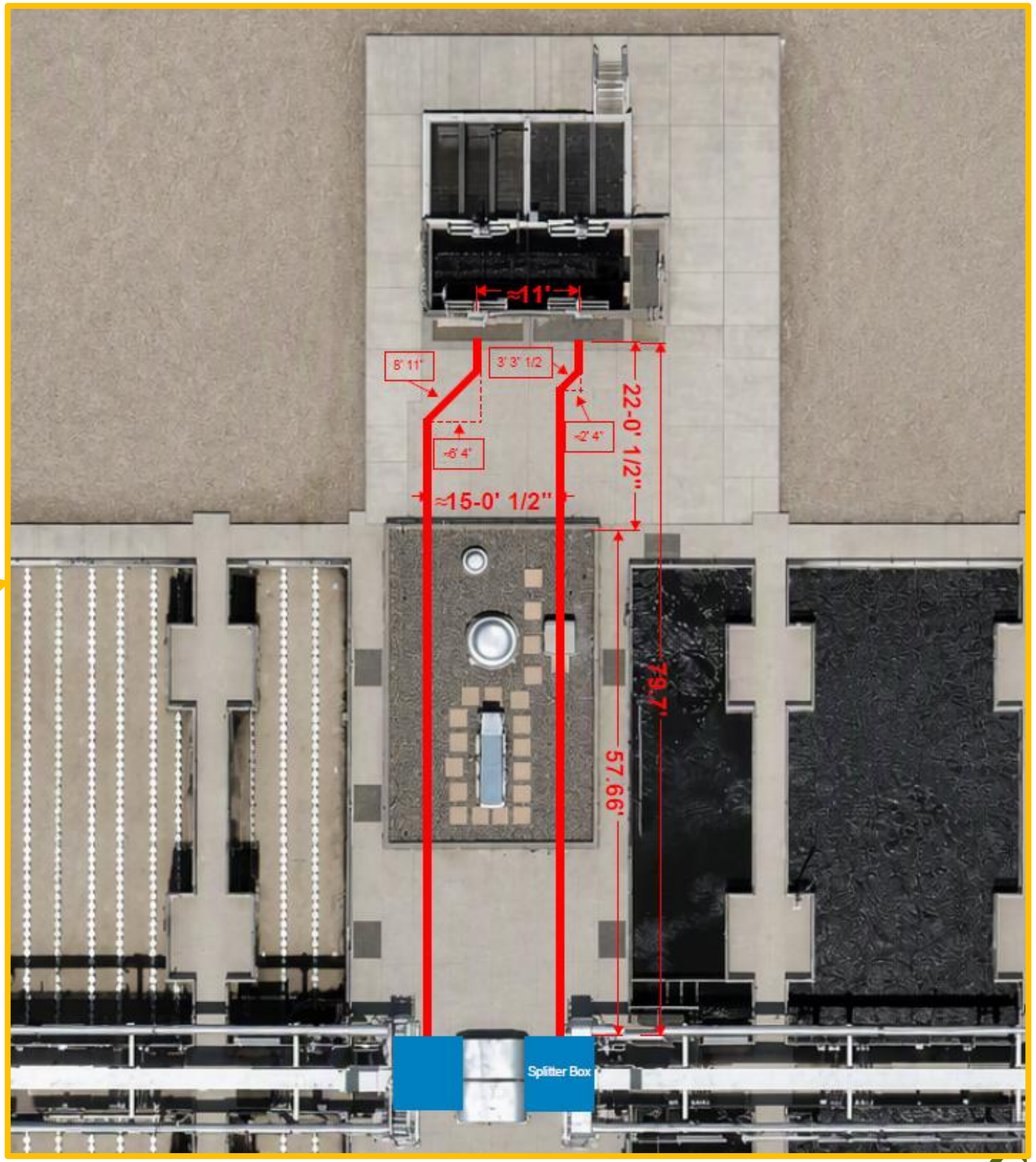
- Emergency contract totaling $1,094,157.00
- Funding for this scope of work is included in the approved 2026 Sewer Enterprise Fund budget for the Phase 1 Expansion project.

CITY OF Grand Junction COLORADO

Thank you

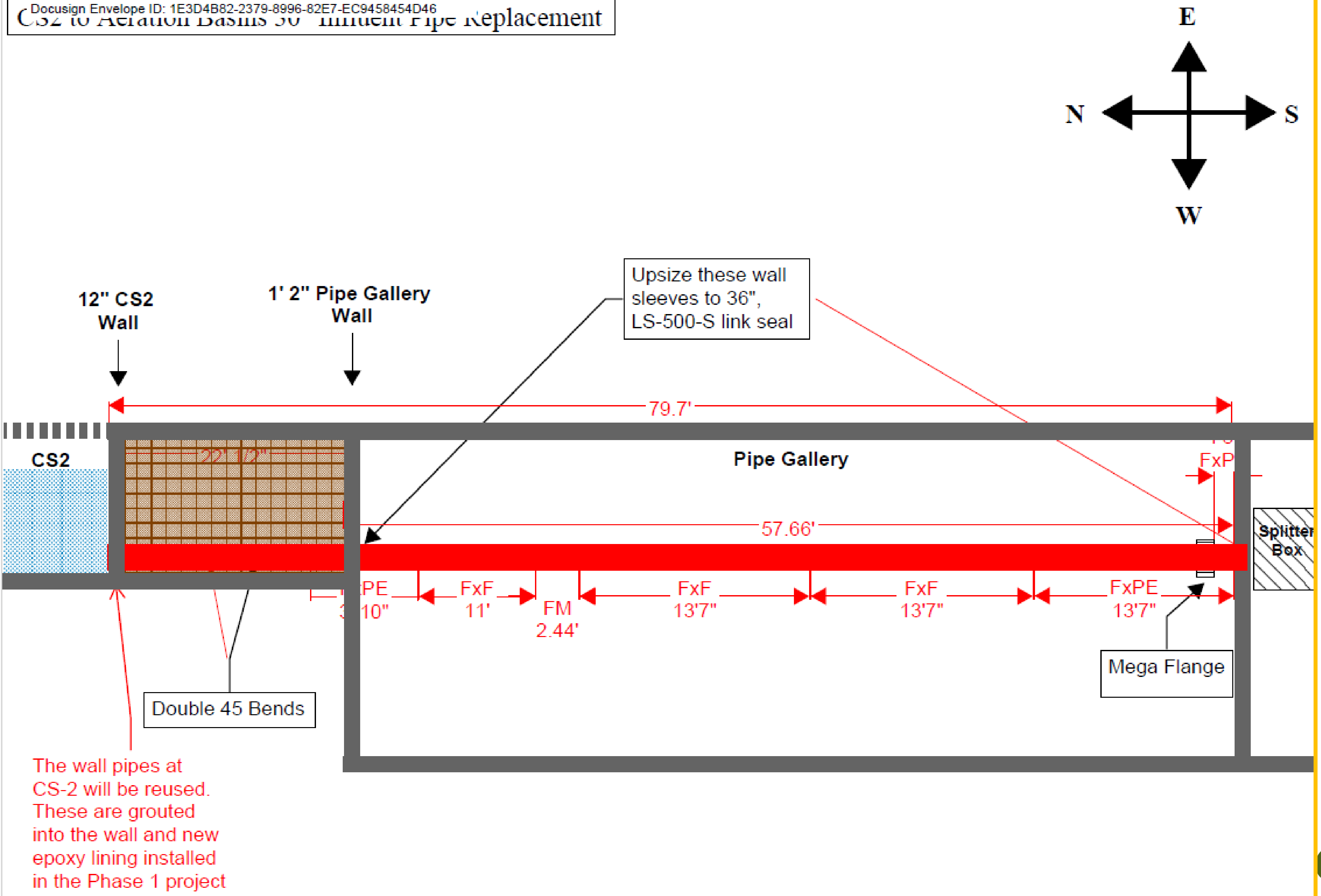
Questions and Discussion

Persigo Waste Water
Treatment Plant
I70
Persigo Wash



≈11'
8' 11"
3' 3" 1/2
≈6' 4"
≈2' 4"
22-0' 1/2"
≈15-0' 1/2"
79.7'
57.66'
Splitter Box

CS2 to Aeration Basins 30" Influent Pipe Replacement



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: August 19, 2026

Presented By: Selestina Sandoval, City Clerk, Jeremiah Boies, Interim City Attorney

Department: City Council

Submitted By: Jeremiah Boies

Information

SUBJECT:

A Resolution Calling a Special Election in the City of Grand Junction, Colorado Concerning the Repair of the Orchard Mesa Pool, the Creation of Debt and an Increase in Taxes to Pay for the Same and for the Ongoing Costs of Operating and Maintaining the Pool, and Providing Other Details Relating Thereto

RECOMMENDATION:

Staff recommends adoption of the Resolution.

EXECUTIVE SUMMARY:

The City Council has determined that an election shall be held on November 3, 2026, at which time there shall be submitted to the registered electors a question concerning raising sales tax and incurring debt. The question is described in detail in a separate resolution which has been duly considered by the Council and, with the approval of this resolution, the City Council authorizes the City Clerk to enter into an agreement with the Mesa County Elections Department for the City to participate in a coordinated election being conducted by the County on November 3, 2026 (Election).

BACKGROUND OR DETAILED INFORMATION:

As provided by law, the City Council has determined that an election shall be held on November 3, 2026, at which time there shall be submitted to the registered electorate a question concerning raising sales tax and incurring debt. The question is described in detail in a separate resolution which has been duly considered by the Council and, with the approval of this resolution, the City Council authorizes the City Clerk to enter into an agreement with the Mesa County Elections Department for the City to participate in a coordinated election being conducted by the County on November 3, 2026 (Election).

Under the agreement, the officers of the City are authorized to enter into an intergovernmental agreement with the County pursuant to §1-7-116 of the Uniform Election Code and furthermore, that the intergovernmental agreement entered into in connection with the Election is hereby ratified, approved and confirmed. With approval of this resolution, the City Council appoints City Clerk Selestina Sandoval as the designated election official for purposes of performing acts required or permitted by law in connection with the Election.

FISCAL IMPACT:

The estimated cost received by Mesa County Elections for the November 3, 2026 Special Election is estimated at $62,197.76 plus costs of TABOR publishing, which is estimated to be about $10,000.

SUGGESTED MOTION:

I move to adopt Resolution No.73-26, a Resolution Calling for a Special Election in the city of Grand Junction, Colorado, concerning the repair of the Orchard Mesa pool, the creation of debt, and an increase in taxes to pay for the same and for the ongoing costs of operating and maintaining the pool, and providing other details relating thereto.

Attachments

1. 2026 IGA City of GJ
2. [ADA] Attachment A - 2026 Cost Estimate
3. RES_Resolution_Orchard_Mesa_Pool_Special_Election_2026-08-06

MESA COUNTY
CLERK & RECORDER

Intergovernmental Agreement

between

Mesa County Clerk and Recorder

and

City of Grand Junction

Regarding the Conduct and Administration of the

November 3, 2026 General Election

200 S. Spruce Street | Grand Junction, CO 81501
voter.info@mesacounty.us | (970) 244-1662

THIS INTERGOVERNMENTAL AGREEMENT (the Agreement") for elections administration service is entered between the City of Grand Junction ("City of Grand Junction" or "Entity") and the Mesa County Clerk and Recorder (the "Clerk"), collectively referred as the "Parties" effective on the date signed by the last of the Parties.

RECITALS

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to § 1-7-116, C.R.S., if more than one Political Subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the county clerk and recorder is the coordinated election official and, pursuant to § 1-5-401, C.R.S., shall conduct the elections on behalf of all political subdivisions whose elections are part of the general election utilizing the mail ballot procedures set forth in Article 7.5 of Title 1, C.R.S.; and

WHEREAS, the Clerk and the Entity have determined that § 1-7-116, C.R.S., applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a General Election on November 3, 2026; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION I.

PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS.

A. "Address Library Report" means the address report from the Secretary of State voter registration system that defines street addresses and precincts within the Entity.

B. "Coordinated Election Official" (hereinafter "CEO") shall mean the County Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Entity for all matters in the Code and the Rules which require action by the CEO.

C. "Colorado Election Code" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Political Subdivision's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "Coordinated Election" means an election where more than one Entity with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the political subdivisions.

E. "Contact Officer" means the individual who shall act as the primary liaison or contact between the Entity and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk hereunder.

F. "Designated Election Official" (hereinafter "DEO") means the individual who shall be identified by the Entity to act as the primary liaison between the Entity and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Entity hereunder. To the extent that the Code requires that an Election Official of the Entity conduct a task, the DEO shall conduct same.

G. "IGA" or "Agreement" means this Intergovernmental Agreement between the County and the Entity for election coordination.

H. "Logic and Accuracy Test" means a test of all electronic and electromagnetic voting equipment to test mail, provisional and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

I. "Mail Ballot Packet" means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

J. "Risk Limiting Audit" means such audit as set forth substantially in the Colorado Election Code.

K. "Entity" means a governing subdivision of the state, including counties, municipalities, school districts, and special districts.

L. "Precinct" means an area with established boundaries within a Entity used to establish election districts.

M. "Proposed Entity" means a Entity which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Entity will simply be referred to as a Entity.

N. “SCORE” means Statewide Colorado Registration and Election database

O. "SOS" means the Colorado Secretary of State.

P. "SOS Election Calendar" means the most recent election calendar as published on the SOS website located at www.coloradosos.gov and attached hereto as Attachment C and incorporated herein by this reference.

Q. "TABOR" means a ballot issue that is governed by article X, § 20 of the Colorado Constitution.

R. "UOCAVA voters" means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.02 TERRITORIAL LIMITATION.

A. The Entity encompasses territory within Mesa County. This Agreement shall be construed to apply only to that portion of the Entity within Mesa County.

1.03 GOAL.

A. The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and Recorder (CEO) and the Entity to conduct the election and to provide for the cost thereof.

SECTION II.

PARTY RESPONSIBILITIES

2.01 DESIGNATED OFFICIALS.

A. The Mesa County Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Entity shall identify its Designated Election Official (hereinafter "DEO").

2.02 JOINT RESPONSIBILITIES.

A. Nothing herein shall be deemed or construed to relieve the Clerk or the Entity from their official responsibilities for the conduct of the election as generally set forth in the Colorado Election Code.

B. All parties shall:

i. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election, unless superseded by other legal authority.

ii. Enforce all applicable provisions of § 1-45-101, C.R.S., *et seq.*, the Fair Campaign Practices Act.

iii. Review and execute this IGA with all required signatures on or before the deadline set forth in § 1-7-116(2), C.R.S.

iv. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for this election.

2.03 CLERK RESPONSIBILITIES.

The Clerk shall perform the following duties:

A. Designate a Contact Officer to provide assistance and information to the DEO of the Entity on matters relating to the conduct of this election. Such information shall not include legal advice.

B. Maintain voter records and an address library for Mesa County voters within the Colorado voter registration database known as SCORE. Comply with Colorado Secretary of State and Mesa County cyber- security recommendations to protect confidential voter information.

C. Send a certified list of registered voters to the Entity via secure email transfer. The fee for furnishing the list shall be as follows:

a. Email List = .01 per registered elector, or $25.00, whichever is greater

D. In order to identify which addresses are eligible to receive and vote on the Entity's ballot question, the Clerk shall perform the following duties for the address library:

  a. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential homes included within the boundaries of the Entity.

  b. Provide the Entity with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Entity should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.

  c. Verify any errors, omissions, and/or corrections identified by the Entity against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Entity.

E. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 110 days prior to the Election.

F. Receive certified ballot content from the Entity in Microsoft Word. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Entity's DEO via email for written approval prior to final production. Post a sample ballot to vote.mesacounty.us

G. Determine the number and letter of each ballot issue and question for the Entity and any other coordinating political subdivisions participating in the election, in accordance with SOS Rule 4.5.2:

  a. If the Entity is entirely contained within Mesa County, the Clerk has authority to set the ballot measure order and number.

  b. If the Entity includes territory in more than one county, the Clerk will coordinate with the other applicable counties for purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.

H. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Entity to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

I. Provide a candidate hotline at (970) 255-5059, which every candidate running for office in the Entity (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Political Subdivision for which they are running.

J. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

K. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

L. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S., for the Entity's ballot issues, ballot questions, and/or candidates.

M. If the Entity's election includes a TABOR issue, the Clerk shall perform the following duties relative to the TABOR Notice:

   a. Prepare the TABOR Notice using the certified content provided by the Entity, without revision.

   b. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Entity resides at the least cost possible in the time frame as required by law. If the Entity is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in Mesa County. The Clerk may send the TABOR Notice to persons other than electors of the Entity in an effort to mail the TABOR Notice package at the "least cost."

   c. Post the TABOR Notice on vote.mesacounty.us

   d. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the Clerk's TABOR Notice services for the Entity. The Entity's proportional share of actual costs shall be based on the Clerk's total expenditures relative to the TABOR Notice.

N. Hire, instruct and oversee election judges and temporary workers necessary for the conduct of the election.

O. Establish and maintain mail ballot drop box locations, and designate and operate Voter Service and Polling Centers as required by the Code.

P. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop box location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop box.

Q. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

R. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.

S. Send letters to voters whose mail ballots are missing a signature, missing identification or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

T. Maintain the following reports for all Mesa County eligible voters, and publish a public version (excluding confidential voters) on vote.mesacounty.us

a. A turnout list, including the names of eligible electors, precinct number, date mail ballot was sent, and date ballot was issued at a Voter Service and Polling Center.

U. Accept public inquiries by phone at (970) 244-1662 and by email at voter.info@mesacounty.us. Respond to all correspondence and calls within the Clerk's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Entity's race, questions, measures or operations.

V. Post unofficial election results by ballot question after the polls close on Election Night at www.vote.mesacounty.us, and regularly update the unofficial results as more eligible ballots are counted.

W. Conduct a recount of the ballots cast if required by law or if requested by the Entity for any reason. In either scenario, the cost of the recount will be charged to the Entity. If more than one Entity is involved in the recount, the cost will be pro-rated among the participating Political Subdivisions equally.

X. Prepare and run the required Risk Limiting Audit in accordance with the Code before certifying election results.

Y. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Entity's election. Provide the Entity with a copy of all election statements and certificates which are to be created under the Code.

Z. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election.

AA. Store all election records as required by the Code for 25 months, or otherwise as may be required by law, in such a manner that they may be accessed by the Entity, if necessary, to resolve any challenges or other legal questions that might arise regarding the election

BB. To ensure consistency, transparency, and accountability, the Clerk will act as records custodian for purposes of the Colorado Open Records Act § 24-27-201, C.R.S., et seq., ("CORA") and may release such records in compliance with CORA.

2.04 ENTITY RESPONSIBILITIES.

The Entity shall perform the following duties:

A. Identify a Designated Election Official to act as liaison between the Entity and the Clerk. The Entity designates the below named person to act as the DEO for all matters under the Code and the Rules which require action by the DEO.

DEO name: ______________________________

Primary phone: ____________________________

Cell phone: ______________________________

Email: ________________________________

From the date of execution of this Agreement through the official certification of the final election results including any recounts, the DEO shall be readily available and accessible during regular business hours, and at other times when notified in advance by the Clerk's contact person, for consultation and decision-making on behalf of the Entity. In addition, the DEO is responsible for receiving and timely responding to inquiries made by the Entity's voters or others interested in the Entity's election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the ballots is completed. To the extent that the Code requires that an Election Official of the Entity conduct a task, the DEO shall conduct the same.

B. Notify the County prior to executing this Agreement if the Entity's boundaries include property in any other county.

C. Review the Address Library Report provided by the Clerk, which determines which residential addresses are within the Entity. View the street ranges in a map format at: https://emap.mesacounty.us/viewer. Confirm the street ranges are correct and identify any errors, omissions or deletions if necessary. Provide the Clerk with certification of any annexations, inclusions, and/or exclusions to the Entity, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the Clerk, including any corrections if necessary, by the date set forth in Attachment B.

    a. If the Entity is a Proposed Political Subdivision not already identified by a tax authority code in the County Assessor's records, the Entity shall provide the Clerk with a certified legal description, map, and a list of street ranges for all streets within the Proposed Political Subdivision on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Political Subdivision.

D. For elections where, owning property in the Entity is a requirement for voting in the election, the Entity must perform the following tasks relating to the property owners list:

    a. Coordinate directly with the Mesa County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Entity's boundaries in Mesa County, in accordance with § 1-5-304, C.R.S., and by the deadlines in Attachment B.

    b. To receive access to the DEO SCORE Lookup, contact Colorado Secretary of State's Office at https://www.coloradosos.gov/voter/auth/login.xhtml. Click on request voter lookup access.

    c. Using the list from the Assessor's Office:

        i. Remove from the list non-person entities and persons not living in the state of Colorado.

ii. Look up the remaining names using the Secretary of State SCORE look-up tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

iii. Remove from the list persons who reside and are registered in the Entity, as they will already receive a mail ballot.

iv. Deliver to the Clerk via email an initial and a supplemental list of property owners who are property owners in the Entity, registered to vote in the state of Colorado, and not physically residing in the Entity. Each list should be delivered by the deadline indicated in Attachment B. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. **Each line must consist of the following separated fields: eligible elector's voter identification number, first name, middle name, last name, suffix, mailing address, city, state, zip, parcel number, and phone number, if available.**

v. The CEO will mail ballot packets to each eligible elector residing outside of the district included on the property owner list provided by the DEO.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S., for all candidate petitions for all local election races held by the Entity, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Entity's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the Clerk to determine the number and letter of each ballot issue and question, as outlined in Section 2.03. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the Clerk.

H. Submit the Entity's certified ballot content, verbatim, as it should appear on the ballot for the Entity's races, questions and issues to the Clerk. Submit the ballot content via email to voter.info@mesacounty.us on or before the deadline as set forth within Attachment B. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed case. (Ballot content submitted to the Clerk after the deadline will not appear on the ballot.) Example provided as attachment D.

I. **Within two hours** of receipt from the Clerk, proofread the layout and the text of the Entity's portion of the official ballots and provide written notice of acceptance to the Clerk via email to voter.info@mesacounty.us, or such alternate email address as the Clerk may designate.

J. If the Entity's election includes a race, contact all candidates on the ballot and ask them to call the Clerk's candidate hotline at (970) 255-5059 by the deadline indicated in Attachment B and record a voicemail with the phonetic pronunciation of their name, the title of the race and Entity for which they are running.

K. If the Entity's election includes a TABOR issue, the Entity shall perform the following duties relative to the TABOR Notice:

   a. Receive petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.

   b. Prepare a financial summary for each ballot question or issue.

   c. Prepare a Microsoft Word document using the template provided by the Clerk for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment B.

   d. Defend and resolve, at the Entity's sole expense, all challenges related to the candidates, ballot issues and/or ballot questions, or to the TABOR Notice if applicable, as certified to the Clerk.

L. Publish and post any required legal notices for the Entity's candidates, ballot issues and/or ballot questions, other than the notice published by the Clerk in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the Clerk for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Entity's race, question or measures or operations. Refer members of the public and news media to the Clerk for any matters outside of the DEO's expertise relating to election procedures.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Entity shall reimburse the Clerk for the full cost of the recount. If other political subdivisions are included in the recount, the cost of the recount will be prorated among the participating political subdivisions as per § 1-10.5- 101, C.R.S.

O. Remit to the Clerk the total payment for the Entity's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations, and all other election expenses within thirty (30) days from the date of receipt of an invoice from the Clerk.

SECTION Ill.

CANCELLATION OF ELECTIONS

3.01CANCELLATION OF ELECTION BY THE ENTITY.

In the event that the Entity resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Entity shall be liable for the full actual costs of the activities of the Clerk relating to the election incurred before receipt of such notice and activities of the Clerk relating to cancelling the election after the receipt of such notice. The Entity shall provide and post notice by publication as defined in the Code. In the event that the Entity resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment B), the text provided by the Entity cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.

MISCELLANEOUS

4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:

Kaitlyn Sacco
Mesa County Clerk and Recorder's Office - Elections Division
200 S Spruce Street
Grand Junction, CO 81502
Phone: (970) 244-1661
Fax: (970) 255-5039
Email: kaitlyn.sacco@mesacounty.us

To Entity:

Selestina Sandoval
City of Grand Junction
250 North 5th St
Grand Junction, CO 81501
Phone: (970) 244-1509
Email: selestinas@gjcity.org

4.02 TERM OF AGREEMENT.

The term of this Agreement shall commence on the Effective Date and continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.03 ALLOCATION OF COSTS OF ELECTION

The Entity shall reimburse the Clerk for all cost attributable to the Entity incurred for the 2026 General Election. Such reimbursement shall be made within 30 days of receipt of billing from the Clerk.

4.04 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.05 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation or other written document made by another Party or employee, agent or officer of that Party.

4.06 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law, and the non-conflicting portions shall be enforced as written to the extent possible.

4.07 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment B or the Code may result in consequences up to and including termination of this Agreement.

4.08 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.09 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the Clerk, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the Clerk or the Entity. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Entity and the Clerk agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.10 NO THIRD PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Clerk and the Entity, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.11 GOVERNING LAW; VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in Colorado's 21st Judicial District Court, Mesa County, Colorado.

4.12 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect to the extent possible.

4.13 COUNTERPARTS.

This agreement may be signed in counterparts, and each signed counterpart shall become part of the Agreement and shall have the same force and effect thereof. A copy of any signature on a signature page shall be as valid and binding as an original signature.

4.14 ATTACHMENTS.

The following attachments are incorporated herein by this reference.

Attachment A – 2026 Cost Estimate

Attachment B - Key Dates for Coordinating Political Subdivisions (subject to updates)

Attachment C – State Elections Calendar

Attachment D – Certified Format Information Page

Attachment E – Voter Registration and Election Report Request Form

Attachment F – Credit Card Payment Authorization Form

NOTICES

All notices, request, demands, consents, and other communication pertaining to this agreement shall be transmitted in writing and shall be deemed duly made when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing:

Notice to the Entity:	*Notice to the Clerk:*
Selestina Sandoval, DEO	Bobbie Gross, Clerk and Recorder
City of Grand Junction	Mesa County Clerk and Recorder
250 North 5th St	200 S Spruce St.
Grand Junction, CO 81501	Grand Junction, CO 81501

In witness whereof, the Entity and the Mesa County Clerk and Recorder have caused this Agreement to be executed.

Mesa County Clerk and Recorder

____

By: Bobbie Gross, Clerk and Recorder

Date: ____________________

Entity

____

By: Selestina Sandoval, DEO

Date: ____________________

Election Cost	$ 400,000.00	State Reimbursement		45%	District Minimum $ 4,000.00
Participating Entities	**Total Voters Served**	**% of Total Voters**	**Participating Entities**	**% of Total Cost**	**Notes**
			Election Cost	$ 400,000.00	
State	**114,543**		State Reimbursement	$ 180,000.00	
			District Cost ($4,000.00 minimum)	$12,000	
			Adjusted Election Cost	$ 208,000.00	
Mesa County School District 51	**112,035**	**100.00%**		$ 145,802.24	Plus TABOR cost
City of Grand Junction	**47,793**	**29.90%**		$ 62,197.76	Plus TABOR cost
		0.00%		$ -	
		0.00%		$ -	
		0.00%		$ -	
		0.00%		$ -	
		0.00%		$ -	
Town of Palisade	**1,761**			$4,000	Plus TABOR cost
Palisade Rural FPD	**1,089**			$4,000	Plus TABOR cost and Property Owner Ballots
Town of DeBeque	**324**			$4,000	Plus TABOR cost

RESOLUTION NO. ______

A RESOLUTION CALLING A SPECIAL ELECTION IN THE CITY OF GRAND JUNCTION, COLORADO CONCERNING THE REPAIR OF THE ORCHARD MESA POOL, THE CREATION OF DEBT AND AN INCREASE IN TAXES TO PAY FOR THE SAME AND FOR THE ONGOING COSTS OF OPERATING AND MAINTAINING THE POOL, AND PROVIDING OTHER DETAILS RELATING THERETO

WHEREAS, the City of Grand Junction, in the County of Mesa and State of Colorado (the "City"), is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and the City Charter (the "Charter"); and

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected and qualified; and

WHEREAS, the Council hereby finds and determines that it is in the public interest to pose a certain question to the electors regarding the repair, renovation, and equipping of the Orchard Mesa Pool, the financing of that work, and the ongoing costs of operating and maintaining the pool; and

WHEREAS, Article X, Section 20 of the Colorado Constitution ("TABOR") requires advance voter approval for the creation of any multiple-fiscal year direct or indirect debt or other financial obligation without adequate present cash reserves, for any new tax or tax rate increase, and for spending certain moneys above the limits established by TABOR; and

WHEREAS, TABOR requires the City to submit ballot issues (as defined in TABOR and in Section 1-1-104(2.3), C.R.S.) to the City's electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, November 3, 2026, is the date of the state general election and is therefore one of the election dates at which ballot issues may be submitted to the City's electors pursuant to Article X, Section 20(3)(a) of the Colorado Constitution; and

WHEREAS, Section 3 of Article II of the Charter provides that the General Municipal Election is held on the first Tuesday following the first Monday of November of each odd-numbered year and that all other municipal elections are Special Municipal Elections, and the election called by this resolution is therefore a Special Municipal Election; and

WHEREAS, Section 25 of Article II of the Charter requires that all municipal elections be conducted as coordinated elections and provides that the Mesa County Clerk shall have all statutory power and authority to conduct such elections in accordance with an intergovernmental agreement between Mesa County and the City; and

WHEREAS, the County Clerk of Mesa County (the "County Clerk") is conducting a coordinated election on November 3, 2026, pursuant to Section 1-7-116, C.R.S.; and

WHEREAS, the Council is of the opinion that the City should seek voter approval for the purposes provided in this resolution and in the resolution setting the ballot title and submission clause; and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election.

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

Section 1. Ratification and definitions. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the City and the officers thereof, directed towards the election and the objects and purposes herein stated, are hereby ratified, approved, and confirmed. Unless otherwise defined herein, all terms used herein shall have the meanings defined in Section 1-1-104, C.R.S., and TABOR.

Section 2. Election called; participation in the coordinated election. Pursuant to the Uniform Election Code of 1992, the Charter, and all other applicable laws of the State of Colorado, the Council hereby determines that a Special Municipal Election shall be held on November 3, 2026, at which there shall be submitted to the registered electors of the City the ballot issue described in Section 3 hereof. The City shall participate in the coordinated election being conducted by the County Clerk on November 3, 2026. The officers of the City are authorized to enter into an intergovernmental agreement with the County Clerk pursuant to Section 1-7-116, C.R.S., which agreement shall be signed no later than August 25, 2026, being the seventieth day before the election. The designated election official shall promptly provide the County Clerk written notice of the City's formal action to participate in the coordinated election as contemplated by Section 1-7-116(5), C.R.S. Any such intergovernmental agreements heretofore entered into in connection with the election are hereby ratified, approved, and confirmed.

Section 3. Ballot content and certification. The ballot issue to be submitted at the election shall concern the repair, renovation, and equipping of the Orchard Mesa Pool, the creation of debt or other financial obligation to finance that work, and an increase in taxes to pay such debt and the ongoing costs of operating and maintaining the pool, all as set forth in the separate resolution of the Council setting the ballot title and submission clause for the same. The Council hereby authorizes and directs the designated election official to certify to the County Clerk, on or before September 4, 2026, being the sixtieth day before the election, the order of the ballot and the ballot content in substantially the form of each resolution pertaining to the same, as required by Section 1-5-203(3)(a), C.R.S. The City shall be solely responsible for the accuracy of the information contained in the certification, as provided in Section 1-5-203(3)(c), C.R.S.

Section 4. Designated election official. The Council hereby appoints the City Clerk as the designated election official for purposes of performing acts required or permitted by law in connection with the election. Pursuant to Section 1-1-111(2), C.R.S., all powers and authority granted to the Council may be exercised by the designated election official, and the City may contract with the County Clerk to perform all or part of the duties required in conducting the election. Because the election is a coordinated election, the County Clerk is the coordinated election official pursuant to Section 1-7-116(1)(a), C.R.S., and shall appoint the election judges pursuant to Section 1-6-104(1), C.R.S.

Section 5. Ballot issue notice. The designated election official shall take the following actions with respect to the ballot issue notice required by Article X, Section 20(3)(b) of the Colorado Constitution:

(a) accept written comments concerning the ballot issue, which comments must be filed no later than noon on Friday, September 18, 2026, as provided in Section 1-7-901(4), C.R.S., and retain the filed comments as election records;

(b) obtain from the City Manager and the Finance Department, and include in the notice, the fiscal information required by Section 1-7-902, C.R.S.;

(c) summarize the filed comments in favor of and in opposition to the ballot issue as required by Section 1-7-903(1), C.R.S.; and

(d) prepare and deliver to the County Clerk the full text of the ballot issue notice no later than September 21, 2026, being the forty-third day before the election, as required by Section 1-7-904, C.R.S.

The ballot issue notice shall be prepared in substantial compliance with Article X, Section 20 of the Colorado Constitution, Part 9 of Article 7 of Title 1, C.R.S., and the rules of the Secretary of State, and shall be mailed by the County Clerk as coordinated election official at least 30 days before the election, pursuant to Sections 1-7-906(1), 1-7-907, and 1-40-125(2), C.R.S.

Section 6. Additional notice concerning the creation of a financial obligation. Because the ballot issue concerns the creation of debt or other financial obligation, the designated election official, with the assistance of the City Manager and the Finance Department, shall post the information required by Section 1-7-908, C.R.S., on the City's website no later than October 14, 2026, being the twentieth day before the election.

Section 7. Notice of election. Notice of the election shall be given by publication no later than October 14, 2026, being the twentieth day before the election. Publication by the County Clerk as coordinated election official satisfies the publication requirement for all political subdivisions participating in the coordinated election pursuant to Section 1-5-205(1) and (1.4), C.R.S. The designated election official shall post a copy of the notice in the office of the City Clerk as provided in Section 1-5-205(1.3), C.R.S.

Section 8. Reservation of authority to withdraw the ballot issue. The Council reserves the authority to withdraw the ballot issue from the ballot by resolution no later than October 9, 2026, being the twenty-fifth day before the election, as provided in Section 1-5-208(2), C.R.S. Upon any such withdrawal, the City shall pay the costs attributable to the withdrawn ballot issue as provided in Section 1-5-208(5), C.R.S., and in the intergovernmental agreement.

Section 9. Canvass and abstract of votes. The canvass board shall be appointed in accordance with the intergovernmental agreement with the County Clerk, as provided in Section 1-10-202, C.R.S. The Council shall meet and canvass the returns within 14 days after the election, on or before November 17, 2026, as provided in Section 25 of Article II of the Charter, to the extent that duty is not performed by the canvass board under the intergovernmental agreement. The canvass board shall certify the official abstract of votes cast to the designated election official no later than the twenty-second day after the election, being on or before November 25, 2026, as provided in Section 1-10-203(1), C.R.S.

Section 10. Effect of the election. If a majority of the votes cast on the question are in favor, then the City shall be authorized to act as provided in the question, and if a majority of the votes cast on the question are opposed, then the City shall not be authorized to act.

Section 11. Election costs. The City shall pay its reasonable share of the actual costs of the coordinated election as provided in the intergovernmental agreement and Section 1-7-116(2)(b), C.R.S.

Section 12. Further authority. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 13. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no manner affect any remaining provisions of this resolution, the intent being that the same are severable.

INTRODUCED, READ, APPROVED AND ADOPTED this 19th day of August, 2026.

____
President of the Council

ATTEST:

____
City Clerk

Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: August 19, 2026

Presented By:

Department: City Attorney

Submitted By:

Information

SUBJECT:

A Resolution Setting the 2026 Ballot Language Regarding the Orchard Mesa Pool

RECOMMENDATION:

EXECUTIVE SUMMARY:

BACKGROUND OR DETAILED INFORMATION:

FISCAL IMPACT:

SUGGESTED MOTION:

I move to adopt Resolution No.74-26, A Resolution Setting the 2026 Ballot Language Regarding the Orchard Mesa Pool

Attachments

None