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CITY COUNCIL AGENDA
WEDNESDAY, OCTOBER 21, 2026
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

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, October 21, 2026 or 4) submitting comments online until noon on Wednesday, October 21, 2026 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Boards and Commission Liaison Reports

CONSENT AGENDA

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

1. Approval of Minutes

a. Summary of the October 5, 2026, Workshop

b. Minutes of the October 7, 2026, Regular Meeting

2. Set Public Hearings

a. Legislative

i. Introduction of an Ordinance Authorizing the issuance of a Bank Loan for the Terminal Project and Setting a Public Hearing for November 4, 2026

b. Quasi-judicial

i. Introduction of an Ordinance for Redlands 360 Annexations 2,3,4,and 5 Annexing rights-of-way along Easter Hill, South Broadway, 23 Road, and 23 Road, Broadway (State Hwy 340) and portion of Alcove Dr on the Redlands and Setting a Public Hearing for

3. Agreements

a. North Avenue Enhanced Transportation Corridor Project Memorandum of Understanding Between the City of Grand Junction and Mesa County

4. Procurements

a. Ridges Irrigation Pump Motor Control Center Replacement Project

b. Authorize a Construction Contract for the 2026-2027 Sanitary Sewer Cured-In-Place-Pipe (CIPP) Lining Rehabilitation Project

5. Resolutions

a. A Resolution Authorizing The City Manager To Submit A Grant Request To The Colorado Department Of Local Affairs Under HB-1152 Accessory Dwelling Unit (ADU) Grant Program

b. A Resolution Authorizing the Transfer of a 0.14 acre City Property identified by Mesa County Assessor as parcel 2945-143-36-004 to Mesa County for the purposes of operating a Transportation Hub by Grand Valley Transit.

REGULAR AGENDA

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

6. Public Hearings

a. Legislative

i. An Ordinance for Supplemental Appropriation

ii. Introduction of an Ordinance Enacting a Temporary Moratorium on the Acceptance, Processing, and Approval of Applications for Data Centers Within the City of Grand Junction; Providing that the Moratorium Shall Terminate at the Earliest of the City's Adoption of Amendment(s) to Title 21 of the Grand Junction Municipal Code Addressing Data Centers or the Expiration of Three Hundred Sixty-Five (365) Days from the Effective Date of this Ordinance, Providing for Findings, Intent and Purpose; Providing for Definitions, Directing a Code Study; and Providing for Severability and Setting a Public Hearing for October 21, 2026

b. Quasi-judicial

i. An Ordinance to Rezone 2.88 Acres from I-1 (Industrial Light) to CG (Commercial General), Located at 2324 Highway 6 and 50.

7. Procurements

a. Authorize Contract Amendment with AE2S for the Persigo Wastewater Treatment Plant Phase 2 Expansion Project

8. Non-Scheduled Comments

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

9. Other Business

10. Adjournment

Grand Junction City Council

Minutes of the Regular Meeting

October 7, 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 7th day of October, at 5:30 p.m. Those present were Councilmembers Robert Ballard (virtual), Cody Kennedy, Jason Nguyen, Anna Stout, Council President Pro Tem Ben Van Dyke, and Council President Laurel Lutz (virtual). Councilmember Scott Beilfuss was absent.

Also present were City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Deputy City Manager Kimberly Bullen, Chief Financial Officer Jay Valentine, Engineering & Transportation Director Trent Prall, Assistant to the City Manager Johnny McFarland, Interim Community Development Director Thomas Lloyd, Interim Utilities Director Ashley Firl, City Clerk Selestina Sandoval, and Deputy City Clerk Misty Williams.

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

Proclamations

Proclaiming October 2026 as Arts and Humanities Month in the City of Grand Junction

The proclamation was read by Councilmember Kennedy and was accepted by Commission on Arts and Culture Chair Robbie Breaux.

Appointments

Ratifications to the Mesa County Building Code Board of Appeals

Councilmember Kennedy moved and Councilmember Nguyen seconded to ratify David Reinertsen, Ray Rickard, and Thomas Cronk to the Mesa County Building Code Board of Appeals for full terms expiring December 31, 2029. Motion carried by a unanimous voice vote.

Public Comments

Public comments were heard from Theresa Cambron, Jill Smith, Jesse Miltier, Diana Tap, Janet Wyatt, Becky Klements, Raquel Sena, Caymen Haltiner, and Eric Reckle.

City Manager Report

City Manager Mike Bennett did not have a report.

Boards and Commission Liaison Reports

Councilmember Kennedy reported on the Grand Junction Air Show, Grand Junction Economic Partnership (GJEP) meeting, and Museums of the West.

Council President Pro Tem Van Dyke reported on the Grand Junction Business Incubator, and a visit from Jeff Hurd.

Councilmember Stout reported on the Forestry Board meeting, as well as the Parks and Recreation Advisory Board, Colorado Municipal League's (CML) recent meeting in Delta and the schedule of the upcoming CML Policy Committee meetings.

CONSENT AGENDA

1. Approval of Minutes

a. Summary of the September 14, 2026, Workshop

b. Minutes of the September 16, 2026, Regular Meeting

2. Set Public Hearings

a. Legislative

ii. Introduction of an Ordinance to Rezone 2.88 Acres from I-1 (Industrial Light) to CG (Commercial General), Located at 2324 Highway 6 and 50 and Setting a Public Hearing for October 21, 2026

iii. Introduction of an Ordinance for Supplemental Appropriation and Setting Public Hearing for October 21, 2026

b. Quasi-judicial

i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing of Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the 2911 D 1/2 Road Annexation of 14.88 Acres, Located Collectively at 2911 D 1/2 Road

(Parcel ID #s: 2943-173-00-268 and 2943-173-00-094), and Setting a Public Hearing for December 16, 2026

ii. Introduction of an Ordinance Enacting a Temporary Moratorium on the Acceptance, Processing, and Approval of Applications for Data Centers Within the City of Grand Junction; Providing that the Moratorium Shall Terminate at the Earliest of the City's Adoption of Amendment(s) to Title 21 of the Grand Junction Municipal Code Addressing Data Centers or the Expiration of Three Hundred Sixty-Five (365) Days from the Effective Date of this Ordinance, Providing for Findings, Intent and Purpose; Providing for Definitions, Directing a Code Study; and Providing for Severability and Setting a Public Hearing for October 21, 2026

3. Procurements

a. Authorize a Construction Contract for the Replacement of Compressed Natural Gas Compressors

b. Authorization of Construction Contract for Street Maintenance — Mill and Overlay

4. Resolutions

a. A Resolution Supporting a Joint Application with the Town of Palisade for a Forest Restoration and Wildfire Risk Mitigation Grant and Authorizing a Memorandum of Understanding for Grant Management

b. A Resolution Authorizing Reimbursement of Certain Joint Sewer Capital Expenditures from Proceeds of Future Debt Financing

Councilmember Stout moved to adopt Consent Agenda Items 1-4, seconded by Councilmember Nguyen. Motion carried by a unanimous voice vote.

REGULAR AGENDA

5. Resolutions (not Public Hearings)

a. A Resolution Adopting the City of Grand Junction 2026-2027 Legislative Policy

This item gives the City Council an opportunity to review the City Council's Legislative Policy (Policy) and consider adoption of its 2026-2027 legislative priorities. The Policy is intended to establish the roles of staff and Council with regard to legislative tracking, advocacy, and communication. The Policy also includes the annual adoption of the Council legislative priorities to position the City for advocacy on relevant legislative

matters. Resolution No. 84-25 was adopted by City Council in December 2025, which reestablished a Council Legislative Policy and established the City Council's general support for the CML 2025-2026 Legislative Policy Statement, which guided the City's legislative work through the 2026 General Assembly Regular Session. The draft Resolution and Policy have been updated to reflect the 2027 General Assembly Regular Session, but otherwise remain unchanged in form and function.

Assistant to the City Manager Johnny McFarland presented this item and was available to answer questions from Council.

Councilmember Stout moved, and Councilmember Nguyen seconded, to adopt Resolution No. 91-26, a resolution adopting the City of Grand Junction 2027 Legislative Policy. Motion carried by a unanimous voice vote.

6. Non-Scheduled Comments

No comments were heard.

7. Other Business

Comment was heard from Councilmember Kennedy regarding a boarding house concept for the unhoused.

8. Adjournment

The meeting adjourned at 6:15 p.m.

_____

Selestina Sandoval, MMC

City Clerk

Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: October 21, 2026

Presented By: Jay Valentine, Chief Financial Officer, Brandon Stam, DDA Executive Director

Department: Downtown Development Authority

Submitted By: Jay Valentine

Information

SUBJECT:

Introduction of an Ordinance Authorizing the issuance of a Bank Loan for the Terminal Project and Setting a Public Hearing for November 4, 2026

RECOMMENDATION:

Staff recommends City Council approve the introduction of ordinance XXX and set a public hearing for November 4, 2026.

EXECUTIVE SUMMARY:

The proposed ordinance authorizes the issuance of a $2.6 million bank loan from the DDA towards vertical construction of the Terminal Project. The loan will be a seven-year term at a fixed rate (5.19%) that is secured utilizing TIF revenues. The DDA Board of Directors approved the amount and terms of the loan at the April 23, 2026 meeting.

BACKGROUND OR DETAILED INFORMATION:

The $2.6 million financing will provide the DDA with the resources necessary to fulfill its planned contribution to the Terminal Project. The loan will be repaid over seven years using DDA TIF revenues and is structured in a manner consistent with the DDA's existing debt obligations.

The fixed-rate structure provides predictability for annual debt service over the seven-year term, while tying the final interest rate to the 7-Year CMT at the time of closing. At the current indicative rate of 5.19%, the loan would result in an estimated annual debt service of approximately $450,000, subject to the final interest rate and payment schedule established at closing.

FISCAL IMPACT:

This loan of $2.6 million will be paid off over seven years with an annual debt service payment of approxiamtly $450,000.

SUGGESTED MOTION:

I move to adopt Ordinance No.XXX , an ordinance authorizing the issuance of a bank loan for the Terminal Project in the amount of $2.6 million over a seven-year term on first reading and set a public hearing for November 4, 2026.

Attachments

1. Downtown-Development-Authority-DDA-Board-Minutes-2026-April-23
2. Ordinance Authorizing Loan Agreement (10.2.2026)
3. GJ DDA Loan Agreement

GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS MEETING MINUTES
THURSDAY, APRIL 23, 2026
750 MAIN STREET-GROWL CONFERENCE ROOM & VITRUAL OPTION
7:45 AM

Board Members present: Libby Olson (Chair)-via Zoom, Garrett Portra (Vice-Chair), Dustin Anzures, Steven Boyd, Cole Hanson, Karli Hyland, Afton Neal, Faith Rodriguez, City Council Representative Ben Van Dyke (via Zoom)

Downtown Grand Junction staff present: Brandon Stam, Vonda Bauer, Dave Goe, Jed Willis

Other: Northland Securities, Inc Financial Advisor Troy Bernberg (representing the DDA)-via Zoom

City of Grand Junction staff present: Interim City Attorney Jeremiah Boies

Guests: Vertikal, LLC Managing Partner Walker Thrash (via Zoom)

CALL TO ORDER: Libby called the meeting to order at 7:43 a.m.

CONSENT AGENDA

Approval of Minutes:

Meeting on March 26, 2026

Faith made a motion to approve the minutes of March 26, 2026, Downtown Development Authority Board meeting. Garrett seconded the motion, and it was approved unanimously.

REGULAR AGENDA

600 WHITE UPDATE

Brandon reported that the development team re-evaluated the project's unit count after determining that the original 22-unit concept could not meet city parking requirements. Discussions with Vertikal, LLC Managing Partner Walker Thrash and Community Development Director Tamara Allen confirmed that the proposed parking layout could not achieve city code requirements, and the city was unlikely to approve a significantly under parked plan.

Vertikal, LLC Managing Partner Walker Thrash outlined the team's efforts to maximize density-initially targeting 21–24 townhomes on roughly half an acre-but the design ultimately failed due to the inability to meet the required 2:1 parking ratio. Multiple iterations, including angled street parking, still left a small parking shortfall that the city could not grant a variance for.

He stated that the site now requires a fundamental redesign rather than a minor unit reduction. Current feasibility indicates 10–12 units, depending on layout and code requirements. To avoid additional DDA requests and public street work, the plan will retain existing parallel parking and design within those limits. Reduced unit yield combined with similar infrastructure costs will require a new financial analysis. Estimated project cost is $5 million, with a target of approximately $475,000 per unit.

Walker presented conceptual examples of semi-attached housing, noting growing market preference for small separations between units. Both attached and semi-attached formats remain viable, though semi-attached may better align with buyer expectations.

The development team will return to the city with a lower-density, code-compliant plan and then present the next design iteration to the board. Walker requested board input on preferred housing type.

The board expressed stronger demand for unattached units, emphasized the importance of two-car garages and walkability to Main Street, and raised concerns about the DDA's prior financial commitment given the reduced unit count and the project's competitive position relative to single-family homes. The board's consensus remained favorable toward the project.

TERMINAL

- **Phase Zero Contract**

Brandon reported that staff are finalizing the Phase Zero contract for The Terminal Project. He requested board approval to proceed with contracting. Four proposals were received, with only two fully qualified; Shaw Construction was the only local proposer. Following reviews by the Real Estate Committee, Purchasing Senior Buyer Dolly Daniels, The Terminal Project Developer Adam Roy, and DDA Executive Director Brandon Stam, there was unanimous agreement that Shaw Construction was the strongest candidate.

Brandon noted that Phase Zero includes demolition and initial infrastructure work and will utilize the remaining grant funds that must be spent by this fall. Work is expected to begin in May and continue through July or August.

Libby made a motion to proceed with Shaw Construction for Phase Zero and to finalize the contract for the Terminal Project. Dustin seconded the motion, and it passed unanimously.

- **ANB Financing**

Brandon provided an update on the incentive loan for the Terminal Project, noting that underwriting has been delayed and both the DDA agreement and the Headwaters Housing Partners agreement will be reviewed by ANB Bank's loan committee next week. He explained that, to keep the process moving, he and Troy decided that a resolution be established that outlines the loan parameters. This would authorize the board to proceed within a defined range and require any terms exceeding those limits to return for additional board approval. The resolution will also give ANB Bank the information needed for its loan committee review.

Brandon outlined the anticipated loan sequencing, with the DDA loan expected to close first, followed by the Headwaters Housing loan with ANB Bank, and then the Prop 123 loan, ideally with all closings occurring near the end of June.

He reviewed the proposed loan terms previously approved by the board: a $2.6 million loan, including $400,000 for the parking lot purchase; a seven-year term; an interest rate not to exceed the rate provided by ANB Bank (subject to negotiation); and a loan fee not to exceed 1%. The loan would be secured by TIF revenues. Depending on the final structure, the loan may require a debt reserve similar to the Las Colonias financing, though reserves could also be used to meet coverage requirements. Prepayment penalties are not expected, but final terms are still being negotiated.

Northland Securities, Inc Financial Advisor Troy Bernberg recommended revisions to the loan parameters, including specifying a fixed interest rate not to exceed a set maximum, allowing a pledge or assignment of revenues, extending amortization to 120 months for flexibility, and strengthening the prepayment language. He noted the interest rate is not yet locked and estimated a reasonable ceiling around 5.5%, pending further information from ANB Bank.

The Board discussed rate-lock timing and the importance of securing favorable terms. Brandon added that the resolution simply sets negotiation boundaries so the process can continue without delay.

Libby moved to approve the resolution with Troy's recommended changes and to authorize Brandon, Troy, the Real Estate Committee, and Jay Valentine to negotiate terms with ANB Bank. Faith seconded the motion, and it passed unanimously.

EVENT GRANT REQUEST: GJ SPORTS COMMISSION
Karli and Faith recused themselves from the discussion and left the room.

Brandon reported that the Grand Junction Sports Commission submitted a Downtown Event Funding Application for the Rides & Vibes event scheduled for May 8–9, 2026, requesting $15,000 in funding. The application estimated attendance at 15,000 participants. Although Executive Director Ben Snyder was not present, he provided Brandon with additional information regarding prior event attendance, ridership data, lodging metrics, and self-reported revenues and expenses from previous years. Brandon also shared feedback from downtown hotels indicating little noticeable increase in room rentals during the event period, as well as a Placer Report showing attendance estimates of approximately 5,300 attendees in 2024 and 5,600 attendees in 2025.

Board member Cole Hanson, who left early, indicated support for providing $10,000, which was identified as the maximum grant amount allowed under the application guidelines.

Board members expressed concerns regarding the applicant's absence from the meeting, the basis for the projected attendance figures, and the limited use of local businesses, particularly local Downtown brewing companies. The board discussed the need for future event grant applications to include more detailed information about event operations, downtown business involvement, and measurable community benefits. Recommendations included adding application requirements related to local business participation, ensuring Downtown branding is included in promotional materials, and requiring applications to be submitted at least 60 days prior to the event to allow adequate board review time.

Following discussion, the board reached consensus to allocate $10,000 for the 2026 event to provide stability for the upcoming year. Brandon will revise the grant application to require clearer details regarding local business involvement and measurable benefits to downtown.

Garrett made a motion to approve $7,500 in cash and $2,500 in Downtown gift cards to the Grand Junction Sports Commission for the Rides and Vibes event. Dustin seconded the motion, and it was approved unanimously.

BOARD UPDATES

- **Legal Services**
- **Website Updates**

These items were tabled until the next meeting.

PUBLIC COMMENTS
None

ADJOURN
There being no further business, Garrett made a motion to adjourn. Faith seconded the motion. The meeting adjourned at 9:16 a.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY AND ANB BANK AND THE ISSUANCE OF DOWNTOWN DEVELOPMENT AUTHORITY TAX-EXEMPT REVENUE BONDS, SERIES 2026 IN CONNECTION THEREWITH FOR THE PURPOSE OF FINANCING CERTAIN PROJECTS WITHIN THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY PLAN AREA; 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 "City Council") have been duly elected or appointed and qualified; and

WHEREAS, the Grand Junction Downtown Development Authority (the "DDA") is a body corporate duly created, organized and authorized pursuant to Title 31, Article 25, Part 8, Colorado Revised Statutes (the "DDA Act"); and

WHEREAS, on December 16, 1981, the City Council approved the Downtown Development Authority Plan of Development (the "Plan"), which provided for the division of incremental property tax revenues and incremental municipal sales tax revenues pursuant to C.R.S. §31-25-807(3) within the boundaries of the DDA (the "DDA District") to provide financial support for the projects and activities set forth in the Plan, and the City Council has approved amendments to the Plan and the boundaries of the DDA District from time to time including most recently by Ordinance No. 4881 adopted on November 6, 2019; and

WHEREAS, at an election held in the City on April 5, 2011 (the "2011 Election"), a majority of the qualified electors within the DDA District authorized the City to issue debt in an amount not to exceed $65,000,000 to finance the projects set forth in the following ballot question (the "2011 Ballot Question"):

SHALL CITY OF GRAND JUNCTION DEBT BE INCREASED NOT TO EXCEED $65,000,000 WITH A REPAYMENT COST OF $72,000,000, WITHOUT RAISING ADDITIONAL TAXES, TO FINANCE STREETS, PARKS, PLAZAS, PARKING FACILITIES, PLAYGROUNDS, CAPITAL FACILITIES, PEDESTRIAN MALLS, RIGHTS-OF-WAY, STRUCTURES, WATERWAYS, BRIDGES, ACCESS ROUTES TO ANY OF THE FOREGOING, DESIGNED FOR USE BY THE PUBLIC GENERALLY OR USED BY ANY PUBLIC AGENCY WITH OR WITHOUT CHARGE; SUCH DEBT TO BE EVIDENCED BY BONDS, LOANS, ADVANCES OR INDEBTEDNESS PROVIDED THAT THE SPECIFIC TERMS OF THE DEBT,

INCLUDING A PROVISION FOR EARLY PREPAYMENT WITH OR WITHOUT A PREMIUM, AND THE PRICE AT WHICH IT WILL BE SOLD SHALL BE DETERMINED BY THE CITY AS NECESSARY AND PRUDENT; SHALL THE PLEDGE OF THE TAX INCREMENT FUND TO SUCH DEBT BE AUTHORIZED FOR A PERIOD NOT TO EXCEED THE MAXIMUM TIME PERMITTED BY LAW?

WHEREAS, the City Council and the DDA Board have determined that there are additional capital improvement projects authorized in the 2011 Ballot Question that shall be undertaken (collectively, the "Projects"); and

WHEREAS, the City Council has determined and now hereby determines that, pursuant to the DDA Act and the Plan, construction, acquisition and installation of the Projects is necessary and in the best interest of the City and furthers the objectives and purposes of the Plan; and

WHEREAS, pursuant to the DDA Act and the 2011 Ballot Question, the City has the power and authority to incur debt for the purpose of financing the costs of development projects to be undertaken by or on behalf of the DDA pursuant to the Plan and to pay such debt from tax increment revenues levied and collected within the DDA District; and

WHEREAS, the Projects are authorized to be financed by the City pursuant to the Plan and the 2011 Ballot Question; and

WHEREAS, in order to finance the Projects, the City requested and ANB Bank (the "Lender") has agreed to make a loan available to the City in the principal amount of not to exceed $2,600,000 (the "Loan") on the terms and conditions set forth in a loan agreement (the "Loan Agreement") by and between the City and the Lender; and

WHEREAS, pursuant to the terms of the Loan Agreement, the City will issue its "City of Grand Junction, Colorado, Downtown Development Authority Tax Increment Revenue Bonds, Series 2026" (the "Bonds") to evidence the Loan; and

WHEREAS, the Loan and the Bonds shall constitute special revenue obligations payable from and secured by the Pledged Revenues (as defined in the Loan Agreement), subject to the limitations set forth in the Loan Agreement, and the Loan and the Bonds will not constitute a general obligation of the City and the full faith and credit of the City will not be pledged to pay the debt service requirements of Loan or the Bonds; 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 City Council and is on file at the City offices the form of the Loan Agreement, including the form of the Bonds set forth as Exhibit B to the Loan Agreement; and

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

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

Section 1. **Recitals Incorporated; Ratification**. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the City Council. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council and by the officers, agents or employees of the City Council or the City directed toward the acquisition, construction, installation and redevelopment of the Projects, and the execution and delivery of the Loan Agreement and the Bonds, are hereby ratified, approved, and confirmed.

Section 2. **Finding of Best Interests**. The City Council hereby finds and determines, pursuant to the Constitution, the laws of the State, the Charter and the DDA Act, that adopting this Ordinance, entering into the Loan Agreement and issuing the Bonds in connection therewith, and financing a portion of the costs of the Projects in accordance with the terms of the Loan Agreement and the Bonds are necessary, prudent and in furtherance of the Plan and the 2011 Ballot Question, is in the best interest of the City, and the City Council hereby authorizes and approves the same.

Section 3. **Supplemental Act**. The City Council hereby elects to apply all of the provisions of the Supplemental Act to the Loan Agreement and the Bonds, and in connection therewith the City Council hereby delegates to the City Manager of the City (the "City Manager") or the Chief Financial Officer of the City (the "Chief Financial Officer") the independent authority to make any determination delegable pursuant to the Supplemental Act, in relation to the Loan Agreement and the Bonds and to execute a Sale Certificate setting forth such determinations, subject to the following parameters and restrictions:

A. The net effective interest rate of the Bonds shall not exceed [_____]%, provided that this limitation does not apply to any increase in the interest rate resulting from the occurrence and continuation of a Determination of Taxability or any increase in the interest rate upon the occurrence and continuation of an Event of Default.

B. The principal amount of the Bonds shall not exceed $[2,600,000].

C. The Bonds shall mature no later than [December 1, 2033].

The delegation set forth in this Section shall be effective for one year following the date of adoption of this Ordinance.

Section 4. **Approval of Documents**. The Loan Agreement and the Bonds, in substantially the forms presented to the City Council and on file with the City, are in all respects approved, authorized and confirmed. The President is hereby authorized to execute and deliver the Loan Agreement and the Bonds for and on behalf of the City, in substantially the forms and with substantially the same contents as presented to the City Council, provided that the Loan Agreement and the Bonds may be completed, corrected or revised as deemed necessary by the

parties thereto in order to carry out the purposes of this Ordinance. The execution of the Loan Agreement and the Bonds by the President shall be conclusive evidence of the approval by the City Council of such documents in accordance with the terms hereof and thereof.

Section 5. **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, the City Attorney and other employees, officers 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 and other papers, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance. 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 the City Manager or the Chief Financial Officer prior to the execution of the documents. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

Section 6. **Electronic Signatures; Electronic Transactions**. The President, the City Clerk, the City Manager, the Chief Financial Officer, the City Attorney and each other employee or official of the City that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the "Authorized Documents") is 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. **Special and Limited Obligation.** The Loan and the Bonds are special and limited obligations of the City payable solely from the Pledged Revenues as provided in the Loan Agreement and the Bonds. The Loan and the Bonds are not general obligations of the City and the full faith and credit of the City is not pledged to the payment of the Loan or the Bonds. The payment of the Loan and the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City except for the Pledged Revenues. Neither the City Council nor any persons executing the Loan Agreement or the Bonds shall be liable personally for the Loan, the Bonds, or under any other amount due under the Loan Agreement.

Section 8. **No Recourse against Officers and Agents**. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the City 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 or interest on the Loan or the Bonds. Such recourse shall not be available either directly or indirectly through the City Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Loan Agreement and the Bonds and as a part of the consideration of the sale or purchase thereof, any person purchasing or selling the Loan or the Bonds specifically waives any such recourse.

Section 9. **Ordinance Irrepealable**. After the Loan Agreement and the Bonds are executed and delivered, this Ordinance shall be and remain irrepealable, until the Loan and the Bonds and the interest thereon shall have been fully paid, canceled and discharged in accordance therewith.

Section 10. **Limitation of Actions**. 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 and execution of the Loan Agreement or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the adoption of this Ordinance.

Section 11. **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 12. **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 13. **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 14. **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 15. **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 16. **Disposition of Ordinance**. This Ordinance, as adopted by the City Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the President or President Pro Tem, and City Clerk, and by the certificate of publication.

Section 17. **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 ____ DAY OF _____, 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 _____ DAY OF _____, 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 [_____ __, 2026] and was duly adopted and ordered published in pamphlet form by the City Council at a regular meeting thereof held [_____ __, 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 [_____ __, 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 [_____ __, 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 [_____ __, 2026], and [_____ __, 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 [_____ __, 2026], and [_____ __, 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 [_____ __, 2026] and [_____ __, 2026])

EXHIBIT B

(Attach Affidavits of Publication)

LOAN AGREEMENT

by and between

CITY OF GRAND JUNCTION, COLORADO,
the City

and

ANB BANK,
as Lender

relating to

[$2,600,000]
City of Grand Junction, Colorado
Downtown Development Authority
Tax Increment Revenue Bonds
Series 2026

Dated as of [DATE], 2026

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TO BE UPDATED

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EXHIBIT B FORM OF BONDS

THIS DRAFT (SEPTEMBER 16, 2026) IS FOR DISCUSSION PURPOSES ONLY AND IS SUBJECT TO FURTHER REVIEW BY ANB BANK AND THE BANK'S CREDIT APPROVAL PROCESS.

LOAN AGREEMENT

THIS LOAN AGREEMENT (as amended, this "Agreement"), dated as of [DATE], 2026, is by and between **THE CITY OF GRAND JUNCTION, COLORADO** (the "City"), and **ANB BANK**, a Colorado corporation (the "Lender").

Capitalized terms used herein shall have the meanings ascribed to them in Section 1.01 of this Agreement.

RECITALS

A. Attached hereto as Exhibit A is the City's Ordinance No. [____] (collectively, the "Ordinance"), by which the City has authorized the issuance of its [$2,600,000] Downtown Development Authority Tax-Exempt Increment Revenue Bonds, Series 2026 (the "Bonds"). The form of the Bonds is set forth in the attached Exhibit B.

B. Reference is made to the recitals set forth in the Ordinance for certain background relating to the approval and issuance of the Bonds.

C. The Lender desires to make a term loan, in the amount of [$2,600,000] (the "Loan"), in exchange for the Bonds, and the City and the Lender have negotiated this Agreement to set forth the terms and conditions upon which the Lender will make the Loan in exchange for the Bonds.

AGREEMENT

The City and the Lender agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In this Agreement, except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below. These definitions shall be equally applicable to both the singular and the plural forms of the terms so defined.

"*Accredited Investor*" means any Person which is an "accredited investor", as that term is defined under sections 3(b) and (4)(2) of the federal "Securities Act of 1933" by regulation adopted thereunder by the Securities and Exchange Commission.

"*Act*" means Title 31, Article 25, Part 8, C.R.S., as amended.

"*Authority*" means the Grand Junction, Colorado, Downtown Development Authority, created by the City by an ordinance adopted March 16, 1977.

"*Authority Resolution*" means, collectively, the resolution of the Authority adopted on [TBD].

"*Bond Account*" means the account by that name created by Article III.

"*Bond Counsel*" means Sherman & Howard L.L.C., or such other firm of nationally recognized municipal bond counsel acceptable to the Lender.

"*Business Day*" means any day, other than a Saturday or Sunday, on which the Lender is conducting banking operations in Denver, Colorado.

"*Charter*" means the home rule Charter of the City, including all amendments thereto prior to the date hereof.

"*City Attorney*" means an attorney within the Office of the City Attorney, appointed by the City Council, or any successor counsel designated in writing by the City.

"*Closing*" means the concurrent execution and delivery of the Financing Documents by the respective parties thereto and the issuance and disbursement of the Loan and application of the proceeds thereof in accordance with the terms hereof.

"*Closing Date*" means the date on which the Closing occurs, estimated to be on or about [DATE], 2026.

"*Code*" means the Internal Revenue Code of 1986, as amended and in effect as of the Closing Date.

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

"*County Assessor*" means the Assessor for Mesa County, Colorado.

"*C.R.S.*" means the Colorado Revised Statutes, as amended and supplemented as of the Closing Date.

"*Debt Service Coverage Ratio*" means, for each Fiscal Year, the quotient, expressed as a ratio, equal to (a) the Pledged Revenue received during such Fiscal Year divided by (b) the scheduled principal and interest payments on the Bonds and all other additional TIF Indebtedness then outstanding in such Fiscal Year.

"*Determination of Taxability*" means a final action, order, injunction, writ, judgment, decree, ruling, interpretation, finding or other directive of any federal court or the Internal Revenue Service determining that interest accrued or accruing on the Bonds was or will be includable in the gross income of the Lender for federal income tax purposes, which determination was made as a result of the City's failure to comply with the terms of the Tax Certificate. No such action, order, injunction, writ, judgment, decree, ruling, interpretation, finding, or other directive will be

considered final unless the City, as permitted under applicable law, has been afforded the opportunity to contest the same, either directly or in the name of the Lender, and such appellate review, if sought, has concluded.

"*Event of Default*" includes those Events of Default identified in Article VII.

"*Financing Documents*" means this Agreement, the Bonds, the Tax Certificate, and the Ordinance.

"*Fiscal Year*" means the twelve months commencing on the first day of January of any calendar year and ending on the last day of December of such calendar year; but it may mean any other 12-month period established by the City in its sole discretion.

"*Historical Pro Forma Debt Service Coverage Ratio*" means, for the applicable Fiscal Year, the quotient, expressed as a ratio, equal to (a) the Pledged Revenue received during such Fiscal Year divided by (b) the sum of (i) the scheduled principal and interest payments on the Bonds and all other additional TIF Parity Indebtedness then outstanding in such Fiscal Year plus (ii) the Average Annual Subordinate Debt Service for the TIF Subordinate Indebtedness to be incurred. "Average Annual Subordinate Debt Service" means (A) the sum of all principal and interest requirements on the TIF Subordinate Indebtedness to be incurred throughout the term thereof divided by (B) the number of months that the TIF Subordinate Indebtedness is scheduled to be outstanding multiplied by (C) twelve.

"*Interest Payment Date*" means June 15 and December 15 of each year, commencing [DATE], 2026.

"*Maturity Date*" means [TBD].

"*Permitted Investments*" means a money market, certificate of deposit, or similar account offered by the Lender.

"*Person*" means an individual, a corporation, a partnership, an association, a joint venture, a trust, an unincorporated organization or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"*Plan*" means the Downtown Development Authority Plan of Development approved in the Resolution, including any amendments to the Plan subsequently approved by the Council.

"*Plan of Development Area*" means the area subject to the Plan, including any additional property subsequently included therein.

"*Pledged Revenue*" means the Tax Increments (less 20% of the Tax Increments originating from municipal sales tax revenues for a portion of the Plan of Development Area and 30% of such increments from another portion of the Plan of Development Area as provided in Grand Junction City Resolution No. 28-83), all funds deposited in the Tax Increment Fund and Bond Account, and investment income from the Bond Account and Tax Increment Fund, subject to Federal tax laws regarding arbitrage rebate.

"*Project*" or "*Construction Project*" means the construction and acquisition of certain additional capital improvements described in Exhibit A to the Authority Resolution.

"*Resolution*" means the Council Resolution, adopted December 16, 1981, approving the Plan and establishing the Tax Increment Fund, all as amended from time to time.

"*Supplemental Act*" means the Supplemental Public Securities Act, Title 11, Article 57, C.R.S., as amended.

"*Taxable Rate*" means 5.17% per annum.

"*Tax Certificate*" means the tax compliance certificate to be signed by the City with respect to the Bonds, in a form acceptable to Bond Counsel, relating to the requirements of Sections 103 and 141-150 of the Code.

"*Tax Increments*" means (a) one hundred percent of the property taxes produced by the levy at the rate fixed each year by or for the City upon the valuation for assessment of taxable property within the boundaries of the Plan of Development Area which is in excess of the valuation for assessment of taxable property within the boundaries of the Plan of Development Area certified as the base amount by the County Assessor pursuant to Sections 31-25-807(3)(a)(IV) and 31-25-807(3)(f) of the Act and pledged herein for the repayment of and as security for the Bonds; (b) 50%, or such greater amount as may be set forth in an agreement negotiated between the City and the respective public bodies, of the property taxes produced by the levy at the rate fixed each year by or for each public body (excluding the City, which is covered by clause (a) of this definition) upon the valuation for assessment of taxable property within the boundaries of the Plan of Development Area which is in excess of the valuation for assessment of taxable property within the boundaries of the Plan of Development Area certified as the base amount by the County Assessor pursuant to Sections 31-25-807(3)(a)(IV) and 31-25-807(3)(f) of the Act and pledged herein for the repayment of and as security for the Bonds; and (c) 100% of the municipal sales taxes produced within each sales tax collection area within the Plan of Development Area which are in excess of the amount certified as the base amount for such collection area by the Finance Director pursuant to Section 31-25-807(3) of the Act and pledged herein for the repayment of and as security for the Bonds. "Tax Increments" also include specific ownership taxes, if and to the extent received by the City in connection with the property tax increment described above.

"*Tax Increment Fund*" means the special fund created by the Resolution into which the Tax Increments are to be deposited by the City.

"*TIF Indebtedness*" means any and all obligations of the City for borrowed money or otherwise evidenced by any promissory note, bond, debenture or other similar written obligation, which obligation is secured by the Pledged Revenue.

"*TIF Parity Indebtedness*" means any TIF Indebtedness, which obligations are secured by the Pledged Revenue on parity with the Bonds.

"*TIF Subordinate Indebtedness*" means any TIF Indebtedness, which obligations are subordinate in payment to the TIF Parity Indebtedness and which have a lien on the Pledged Revenue that is subordinate to the lien of the holders of TIF Parity Indebtedness.

"*2007 Election*" means the special election held by the City within the boundaries of the Authority on April 3, 2007.

"*2011 Election*" means the special election held by the City within the boundaries of the Authority on April 5, 2011.

Section 1.02. Interpretation. In this Agreement, unless the context otherwise requires:

(a) the terms "herein", "hereunder", "hereby", "hereto", "hereof" and any similar term, refer to this Agreement as a whole and not to any particular article, section, or subdivision hereof and the term "hereafter" means after the date of execution of this Agreement;

(b) words of the masculine gender include correlative words of the feminine and neuter genders and words importing the singular number include the plural number and vice versa;

(c) the terms "include", "includes", or "including" in any Financing Document means that the items listed are examples and are not intended to be inclusive or limiting;

(d) any reference to any Person will be construed to include such Person's permitted successors and assigns;

(e) the captions or headings of this Agreement, and the table of contents herein, are for convenience and do not define, limit or describe the scope or intent of any provision, article or section of this Agreement;

(f) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and

(g) all exhibits referred to herein are incorporated by reference.

ARTICLE II

LOAN

Section 2.01. Agreement To Make Loan. Subject to the terms and conditions of this Agreement, the Lender shall make the Loan to the City.

Section 2.02. The Bonds. The Loan will be evidenced by the Bonds.

Section 2.03. Application of Loan Proceeds. On the Closing Date, the Lender shall make available the proceeds of the Loan, applied as follows:

(a) The proceeds of the Loan will be transferred to the City.

The City shall use the proceeds of the Loan solely to make a capital contribution in the amount of $[TBD] to [TBD].

Section 2.04. Interest; Principal and Interest Payments; Prepayments.

(a) ***Interest***.

(i) *Payment Dates*. Accrued and unpaid interest on the Bonds will be due on each Interest Payment Date.

(ii) *Accrual*. Interest will accrue on the outstanding principal balance of the Bonds from the date of the Bonds.

(iii) *Computation*. Interest will be calculated on the basis of an Actual/360-day count convention.

(iv) *Rate*. The Loan will bear interest at the fixed rate of 3.36% per annum.

(b) ***Principal***.

(i) *Principal Installments*. Principal of the Loan will be paid in installments on the dates and in the amounts set forth below.

[Remainder of page intentionally left blank]

Date	Amount
[TBD]	$[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]

(ii) *At Maturity*. The outstanding principal balance of the Loan will be paid on the Maturity Date, and, to the extent outstanding after the Maturity Date, will be due on demand of the Lender.

(c) ***Optional Prepayment***.

(i) *Prepayment Amount*. The City may prepay the Bonds, in whole or in part, on any date, in an amount equal to the sum of (A) the principal amount so prepaid plus (B) a premium of 1% of the principal amount so prepaid plus (C) accrued and unpaid interest on the principal amount so prepaid to the date of prepayment; provided, however, on or after [DATE], the City may prepay the Bonds, in whole or in part, from its excess cash (and not as a result of any direct or indirect refinancing), without premium.

(ii) *Application or Partial Prepayments*. The principal amount of partial prepayments will be applied to the outstanding principal balance of the Bonds in inverse order of the maturity of the installment principal payments (including, if applicable, any balloon interest payment due on the Maturity Date). Partial prepayments will not result in re-amortization of the Bonds.

(d) ***Payments***.

(i) The payment of the principal of, premium, if any, and interest on the Bonds will be made to the Lender at its address as set forth in the Lender's payment statement therefor or by such electronic means (e.g., auto-debit or ACH payment) as the Lender may permit or require.

(ii) All payments must be made in immediately available funds and lawful money of the United States of America.

(iii) If any payment date is not a Business Day, the payment will be due on the next succeeding Business Day.

Section 2.05. Security for the Loan. The Bonds constitutes a pledge of, and an irrevocable first lien (but not an exclusive first lien), on all of the Pledged Revenue. The Bonds are equitably and ratably secured by a pledge of and lien on the Pledged Revenue. The Bonds, together with the interest accruing thereon, shall be payable and collectible solely out of the Pledged Revenue, which are hereby irrevocably so pledged; neither the Lender nor any other registered owner of the Bonds may look to any general or other fund of the City or the Authority for the payment of the principal of and interest on the Bonds, except the designated special funds and accounts pledged therefor. The Bonds shall not constitute an indebtedness nor a debt within the meaning of the Charter or any State constitutional or statutory provision or limitation; nor shall it be considered or held to be a general obligation of the City or the Authority.

Pursuant to Section 11-57-208(1) of the Supplemental Act, a public entity may pledge all or any portion of its revenues to the payment of its securities unless the use of such revenues is restricted by other laws of the State. Pursuant to such authority, together with the authority granted by the 2007 Election, the 2011 Election, and Section 31-25-807(3)(a)(IV)(B) of the Act, the City hereby irrevocably pledges to the repayment of the Bonds one hundred percent of the property taxes produced by the levy at the rate fixed each year by or for the City upon the valuation for assessment of taxable property within the boundaries of the Plan of Development Area which is in excess of the valuation for assessment of taxable property within the boundaries of the Plan of Development Area certified as the base amount by the County Assessor pursuant to Sections 31-25-807(3)(a)(IV) and 31-25-807(3)(f) of the Act. Such amounts shall constitute Pledged Revenue for all purposes hereof.

The creation, perfection, enforcement and priority of the Pledged Revenue to secure or pay the Bonds as provided herein shall be governed by Section 11-57-208 of the Supplemental Act, the Ordinance and this Agreement. The Pledged Revenue, as received by or otherwise credited to the City or the Authority, shall immediately be subject to the lien of such pledge without any physical delivery, filing or further act.

ARTICLE III

ACCOUNTS

Section 3.01. Acknowledgement of Accounts. There are hereby created and established the following accounts, which accounts and funds shall be maintained and administered by the City in accordance with the terms hereof:

(a) the Bond Account, being the "City of Grand Junction, Colorado, Downtown Development Authority, 2026 Tax Increment Revenue Bond Account"; and

(b) the Rebate Fund, being the "City of Grand Junction, Colorado, Downtown Development Authority, 2026 Tax Increment Revenue Rebate Fund".

Section 3.02. General Provisions Relating to Accounts and Funds.

(a) ***Restricted Deposit Account***. The Bond Account will be established as a restricted deposit account maintained by and in the name of the City with the Lender solely for the purposes set forth in this Article. No deposits will be made to, nor will any withdrawals be made from, the Bond Account other than as provided in this Article.

(b) ***Security for the Bonds***. Pursuant to the pledge as set forth in Article II, the Bond Account, together with the monies and investments on deposit therein or otherwise credited thereto, is collateral for the repayment of the Loan.

Section 3.03. Flow of Monies. Pledged Revenue in the Tax Increment Fund will be transferred and applied as follows:

(a) ***FIRST***: Upon receipt and deposit into the Tax Increment Fund, the City will transfer Pledged Revenue to the Lender for deposit into the Bond Account until the total amount accumulated therein is equal to the sum of the following:

(i) *Interest Payments*. The amount of the next scheduled installment of interest on the Bonds; plus

(ii) *Principal Payments*. The amount of the next scheduled installment of principal of the Bonds.

Once there has been accumulated in the Bond Account the entire amount necessary for the payment of principal of and interest on the Bonds in the current Fiscal Year, no moneys need be deposited in the Bond Account until the following Fiscal Year and Pledged Revenue will be deposited as hereinafter provided. The moneys in the Bond Account shall be used only to pay the principal of, prepayment premium, if any, and interest on the Bonds as the same becomes due. The City authorizes the Lender to debit the Bond Account in the amount and on the date that any principal, premium, or interest on the Bonds becomes due.

A similar Bond Account will be created for any series of additional TIF Parity Indebtedness and payments from Pledged Revenue on deposit in the Tax Increment Fund will be made into such account contemporaneously with and have the same priority as payments into the Bond Account.

(b) ***SECOND***: There shall be deposited in the Rebate Fund amounts required by Section 148(f) of the Code to be held until such time as any required rebate payment is made. Amounts in the Rebate Account shall be used for the purpose of making the payments to the United States required by Section 148(f) of the Code. Any amounts in excess of those required to be on deposit therein by Section 148(f) of the Code shall be withdrawn therefrom and deposited into the Bond Account. Funds in the Rebate Fund shall not be subject to the lien created by the Ordinance or this Agreement to the extent such amounts are required to be paid to the United States Treasury. A similar rebate account may be created for any series of additional TIF Parity Indebtedness and payments into such account shall have the same priority as payments into the Rebate Account.

(c) ***THIRD***: After the payments required above, Pledged Revenue received in any Fiscal Year may be used by the City for the payment of interest on and principal of any obligations secured by Pledged Revenue subordinate to the lien of the Bonds, hereafter authorized to be issued, including reasonable reserves therefor.

(d) ***FOURTH***: After making the payments required above, any remaining Pledged Revenue received in any Fiscal Year may be used for any lawful purpose. Without limiting the foregoing, to the extent permitted by law, the City is hereby authorized to transfer any and all remaining Pledged Revenue which constitute investment income on moneys in the Tax Increment Fund to the Authority to be used for administrative expenses.

Section 3.04. Investments of Funds.

(a) ***Permitted Investments***.

(i) At the direction of the City, the Lender shall invest amounts held by it pursuant to this Agreement only in Permitted Investments. All such investments shall be on deposit with or in the possession of the Lender. The Lender shall have no liability or responsibility for any loss or for failure to maximize earnings resulting from any investment made in accordance with the terms of this Section. The Lender shall be entitled to assume, absent receipt by the Lender of written notice to the contrary, that any investment that at the time of purchase is a Permitted Investment remains a Permitted Investment thereafter.

(ii) The Lender represents to the City that the Lender is permitted under the Public Deposit Protection Act, C.R.S. Section 11-10.5-101, et seq., to hold municipal funds of the City.

(b) ***Value Determination***. In computing the amount of any fund or account, Permitted Investments purchased as an investment of moneys therein shall be valued at the then market value of such obligations, excluding any accrued interest, as determined by the

City. If the market value of such obligations is not readily available, the City shall determine the value of such obligations in any reasonable manner.

(c) ***Other Rules***. The Lender may make any and all investments permitted by the terms of this Section through its own investment department or that of its affiliates. As and when any amount invested pursuant to this Section may be needed for disbursement, the Lender may cause a sufficient amount of such investments to be sold and reduced to cash to the credit of such funds.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The certifications of the City, as set forth in the City Omnibus Certificate of even date herewith, are incorporated herein by reference, and shall be deemed representations and warranties of the City to the Lender.

ARTICLE V

COVENANTS

Section 5.01. Payment of the Loan. The City shall promptly pay, or cause to be paid, solely from the Pledged Revenue, the principal of, premium, if any, and the interest on the Loan as herein provided.

Section 5.02. Reserved.

Section 5.03. The City. The City shall maintain its existence, unless another political subdivision of the State by operation of applicable law succeeds the City and is obligated thereby to receive and distribute the Pledged Revenue in place of the City in accordance herewith.

Section 5.04. The Authority. The City shall maintain, preserve and operate the Authority in accordance with the Act, the Resolution and the Plan.

Section 5.05. Modification of the Resolution and the Plan. The City shall not hereafter modify the Resolution or the Plan in a manner that would reduce the Tax Increments or otherwise impair the pledged security for the Bonds.

Section 5.06. Prompt Deposit. The City shall promptly deposit all Pledged Revenue in accordance with the principles hereof.

Section 5.07. Protective Covenants. The following covenants are subject to compliance by the City with its Charter, applicable law and any action taken by any governmental authority with jurisdiction over the City in the exercise of the police power thereof or the public welfare, which applicable law or action limits or otherwise inhibits the amount of such tax revenues due to the City.

(a) ***Maintenance of Tax Increment Fund***. The City shall maintain the Tax Increment Fund as a fund of the City separate and distinct from all other funds of the City.

(b) ***Deposit of Tax Increments***. Promptly upon collection, the City shall deposit the Tax Increments (less 20% of the Tax Increments originating from municipal sales tax revenues for a portion of the Plan of Development Area and 30% of such increments from another portion of the Plan of Development Area as provided in Grand Junction City Resolution No. 28-83) into the Tax Increment Fund.

(c) ***Collection***. The City shall take all action reasonably necessary and within its power to collect (or cause to be collected) payments of the ad valorem and sales taxes owing from the Plan of Development Area as and when due, or, as applicable, following any delinquency in payment thereof.

Section 5.08. Defense and Further Assurances. The City shall (a) defend the validity and legality of the Ordinance, the Resolution, this Agreement, and the collection of the Tax Increments and any taxes contributing thereto against all claims and proceedings that would diminish or impair the security for or repayment of the Bonds, (b) defend, preserve and protect the pledge of the Pledged Revenue and other collateral pledged hereunder against all claims and demands of all Persons whomsoever, and (c) take all further action as may be necessary or desirable to assure the rights and collateral granted, or intended to be granted, to the Lender hereunder, or as may be reasonably required to carry out the purposes hereof.

Section 5.09. Prejudicial Contracts and Action. The City shall not enter into any contract or agreement, or otherwise take any action, that would impair or diminish, or intend to impair or diminish, the rights and privileges of the Lender.

Section 5.10. Surety Bonds. The City shall ensure that each official of the City having custody of the Pledged Revenue, or responsible for their handling, is fully bonded at all times, which bond shall be conditioned upon the proper application of such money.

Section 5.11. Records.

(a) ***Maintenance***. The City shall maintain, or cause to be maintained, proper books of record and account, showing complete and correct entries of all transactions relating to the Authority and the Plan of Development Area. Such books must be separate and apart from any other books of the City and include monthly records showing (i) the Tax Increments and all other Pledged Revenue, (ii) any accounts into which the same are deposited, and (iii) the expenses of the Authority, including those relating to the Plan of Development Area.

(b) ***Inspection***. The Lender may inspect the books of record and account required by this Section, together with any properties comprising the Plan of Development Area, at all reasonable times.

Section 5.12. Audit. The City shall cause the books and records described in Section 5.11(a) to be audited annually by an independent accountant as soon as practicable after the close of each fiscal year of the City, and shall furnish a copy of the audited financial statements

resulting from such audit by each June 30. Such audited financial statements must be accompanied by an unqualified opinion of the independent accountant.

Section 5.13. Unaudited Annual Financial Statements. The City shall cause the Authority to prepare unaudited, annual financial statements to be provided to the Lender within 45 days after the end of each fiscal year of the City. Such unaudited financial statements must be certified as complete and correct (subject to audit adjustments) by a financial officer of the City.

Section 5.14. Debt Service Coverage Ratio Covenant. The City shall maintain a Debt Service Coverage Ratio equal to or greater than 1.0:1 for each Fiscal Year, to be calculated from the information contained in the audited financial statements to be prepared and delivered in accordance herewith.

Section 5.15. Tax.

(a) ***Exemption***. The City shall comply with the covenants, provisions and procedures of the Code and the Tax Certificate to ensure that interest on the Bonds maintains its exclusion from (i) gross income for federal income tax purposes under Code Section 103; (ii) alternative minimum taxable income as defined in Code Section 55(b)(2) except to the extent that such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Code Section 56 in calculating corporate alternative minimum taxable income for taxable years of corporations beginning before January 1, 2018; and (iii) Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law.

(b) ***Bank Qualified***. The City (i) represents and warrants that it has not issued any tax-exempt indebtedness in 2026 and, other than the Bonds, has no intention to issue any other tax-exempt indebtedness in 2026; and (ii) designates the Bonds as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The City covenants not to issue any tax-exempt obligations in any calendar year in an amount which may adversely affect the status of the Bonds as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

(c) ***Survival***. The covenants contained in this Section will remain in full force and effect until the date on which all obligations of the City in fulfilling such covenants under the Code and Colorado law have been met, notwithstanding the payment in full of the Loan.

ARTICLE VI

ADDITIONAL OBLIGATIONS

Section 6.01. No Senior TIF Indebtedness. The City shall not issue or incur any TIF Indebtedness that is senior in payment to the Bonds or has a lien on the Pledged Revenue that is senior to that of the Lender.

Section 6.02. No Additional Indebtedness – 2026. The City shall not issue or incur any additional indebtedness or obligations in 2026 for or on behalf of the Authority, the interest on which is exempt for federal income tax purposes.

Section 6.03. No Additional TIF Parity Indebtedness. Without the Lender's prior written consent, which may be granted, conditioned or withheld in Lender's sole discretion, the City shall not issue or incur any additional TIF Parity Indebtedness except for TIF Parity Indebtedness payable to the Lender.

Section 6.04. Additional TIF Subordinate Indebtedness. The City may issue or incur additional TIF Subordinate Indebtedness after 2026, but only if the following conditions precedent are satisfied:

(a) There has not occurred an Event of Default that is then continuing.

(b) The City has delivered to the Lender a certificate signed by an authorized officer of the City acceptable to the Lender in form reasonably acceptable to the Lender establishing that the Historical Pro Forma Debt Service Coverage Ratio equals or exceeds 1.0:1 for the most recent Fiscal Year for which audited financial statements have been delivered to the Lender pursuant hereto.

Section 6.05. Indebtedness Other Than From Pledged Revenues. This Agreement does not restrict the City's ability to issue indebtedness in 2027 and beyond that is not payable from the Pledged Revenues.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01. Events of Default. Each of the following is an Event of Default hereunder:

(a) ***Principal or Interest***. Principal or interest on the Bonds is not paid as and when due.

(b) ***Debt Service Coverage Ratio***. The Debt Service Coverage Ratio for any Fiscal Year is less than 1.0:1.

(c) ***Determination of Taxability***. A Determination of Taxability occurs.

(d) ***Bank Qualified***. There is a determination that the Bonds are not a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

(e) ***Representation and Warranty***. Any representation or warranty of the City is materially false as of the date given.

(f) ***Incapable To Perform***. The City is for any reason rendered incapable of fulfilling its obligations hereunder.

(g) ***Default of Any Other Provision***. The City defaults in the performance of its other covenants contained herein and such default continues for 60 days after delivery of written notice from the Lender specifying such default.

(h) ***Default on Other Indebtedness***. There is a default or event of default in any other TIF Indebtedness, whether pari passu or subordinate.

Section 7.02. Remedies. Upon the occurrence and during the continuance of any Event of Default, the Lender, at its option, may exercise the following remedies:

(a) by notice to the City, accelerate the payment of the principal of the Bonds, in which case the principal amount of the Bonds will be immediately due and payable in full; provided, however, such acceleration shall be deemed to be annulled on and after the date that the City has paid all principal and interest on the Bonds that would have otherwise been due and payable through such date if the principal of the Bonds had not previously been accelerated;

(b) without notice to the City or any other Person, set off against the Bond Account or any other account pledged hereunder and held by the Lender as security for the Bonds; or

(c) exercise any other remedy available to the Lender at law or in equity, including mandamus.

Notwithstanding the foregoing, if an Event of Default results from the Determination of Taxability, the Lender's sole remedy will be to charge the Taxable Rate on the outstanding principal balance of the Bonds from the date that interest on the Bonds is deemed taxable to the Lender.

The Lender acknowledges that, in the event the Bonds are accelerated, payment shall be limited to the Pledged Revenue, as and when the same is collected by the City.

Section 7.03. Notice to Lender of Default. The City shall promptly notify the Lender if the City obtains knowledge of the occurrence of any Event of Default or any default that with notice or the passage of time, or both, would become an Event of Default.

Section 7.04. Remedies Cumulative. Except as otherwise set forth herein relating to the Taxable Rate, the rights and remedies of the Lender hereunder are cumulative. No failure of the Lender to insist upon strict performance, or to exercise any available right or remedy will be deemed a waiver to insist upon strict performance or to later exercise any right or remedy.

Section 7.05. Waiver of Setoff, Etc. The City waives, and will not exercise or otherwise enforce, rights of setoff, recoupment, abatement, or reduction or other claims or counterclaims respecting any payment due under any Financing Document, or any other agreement, credit facility or relationship with the Lender, or with any of its affiliates, that it may now or hereafter be accorded under applicable law or otherwise.

ARTICLE VIII

CONDITIONS TO CLOSING

The Lender will not be required to fund the Loan unless each of the following conditions is deemed satisfied or waived by the Lender:

(a) ***Financing Documents***. The Lender will have received duly executed originals or copies, as Lender requires, of all Financing Documents and other instruments applicable to the Loan, in form and content satisfactory to the Lender.

(b) ***Certificates***. The Lender will have received closing certificates of the City and the Authority (i) certifying the Ordinance and resolutions of the Authority approving the Loan and (ii) otherwise in form and content satisfactory to the Lender.

(c) ***Bond Counsel Opinion***. The Lender will have received an opinion letter of Bond Counsel dated the Closing Date and addressed to the Lender, containing customary opinions of Bond Counsel for transaction of the type contemplated hereby and otherwise in form and substance reasonably acceptable to the Lender.

(d) ***No Material Adverse Change***. In the opinion of the Lender, no material adverse change will have occurred with respect to the Pledged Revenue or the City's and Authority's respective business operations, financial condition, or performance, as reflected in the most recent financial statements provided to the Lender or as otherwise known by the Lender.

(e) ***Payment of Costs and Expenses***. All Lender counsel fees and any other fees and expenses incurred by the Lender in conjunction with the making of the Loan will have been paid (or will be approved by the City for payment at Closing from the Loan proceeds), including a $1,000 documentation fee payable to the Lender.

(f) ***Other Certificates and Approvals***. The Lender will have received such other certificates, approvals, filings, opinions and documents as it shall reasonably request.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Reference to the Ordinance. The Ordinance, as attached hereto as Exhibit A, and its provisions are incorporated herewith and made a part of this Agreement.

Section 9.02. Transfer and Participation.

(a) ***Transfer***.

(i) The Bonds must always be registered in the name of one owner and, therefore, may be transferred only in whole and not in part.

(ii) The Bonds may only be transferred to a transferee that is either (A) an affiliate of the Lender ("affiliates" shall mean any entity which, by virtue of majority ownership interest, controls, is controlled by, or under common control with the Lender); or (B) an Accredited Investor.

(iii) The transfer of the Bonds by the Lender to a transferee will constitute the transfer of all rights and obligations of the Lender under the Financing Documents to such transferee.

(iv) Transfers of the Bonds must be consummated by a written instrument of transfer or exchange duly executed by the Lender. Any transferee may surrender the transferred Bonds to the City, together with copies of the duly executed written instrument of transfer or exchange, and the City shall then execute and deliver a new Bond of the same principal amount, and otherwise in the form attached hereto as Exhibit B, to the transferee. The Bonds surrendered pursuant to the terms of this clause will be cancelled by the City upon execution of the replacement Bond.

(b) ***Participations***. To the extent permitted by applicable law, the Lender may sell participations in the Bonds.

Section 9.03. Replacement of a Lost or Damaged Bonds. In the event of loss of or damage to the Bonds, the City, at the expense of the Lender, shall issue a replacement Bond identical to the Bond lost or damaged, upon receipt of an affidavit of the Lender that any Bond has been lost or, if damaged, upon receipt of the damaged Bond. Such expense, which the City may require to be paid in advance, may include the costs of investigation, printing, insurance or indemnity premiums and attorneys' fees. In the event the Bond is lost, the Lender shall also execute and deliver an agreement, in form and substance reasonably satisfactory to the City, to indemnify the City and the Authority from any claims, losses and expenses arising in connection with or related to the lost Bond.

Section 9.04. Reliance. The Lender will be entitled to rely upon any notice, consent, certificate, affidavit, statement, paper, document, writing or other communication given or made by the City under any Financing Document believed by the Lender in good faith to be genuine and to have been signed, sent or made by an authorized representative of the City. In entering this Agreement and the other Financing Documents to which the Lender is a party, the Lender has relied upon the representations, warranties and other information respecting the City, the Authority and the Project contained in the Financing Documents notwithstanding any investigation, analysis or evaluation that the Lender may have made or from time to time may make, and the City consents to such reliance.

Section 9.05. Records of the Lender. The Lender's calculation and recording of the interest rate on the Bonds, the amounts of principal and interest due and payable under the Bonds and the receipt and allocation of payments thereon will be conclusive absent manifest error.

Section 9.06. Amendment. Each and every supplement or amendment to or modification or restatement of this Agreement must be in writing and signed by both the City and the Lender.

Section 9.07. Waiver. Except as may otherwise be set forth herein, each and every waiver of, or consent to any departure from, any representation, warranty or covenant of the City as set forth in this Agreement, including the waiver of any Event of Default, must be in writing and signed by the Lender.

Section 9.08. No Waiver by Action, Etc. Any waiver or consent respecting any representation, warranty, covenant or other term of any Financing Document will be effective only in the specific instance and for the specific purpose for which given and will not, regardless of frequency given, be a further or continuing waiver or consent. The failure or delay of the Lender at any time or times to require performance of, or to exercise its rights or remedies with respect to, any representation, warranty, covenant or other term of any Financing Document will not affect its right at a later time to enforce any such term. No notice to or demand on the City in any case will entitle the City to any other or further notice or demand in the same, similar or other circumstances. The acceptance by the Lender of (a) any partial or late payment will not constitute a satisfaction or waiver of the full amount then due or the resulting Event of Default; or (b) any payment during the continuance of an Event of Default will not constitute a waiver thereof; and the Lender may accept or reject any such payment without affecting any of its respective rights or remedies under any Financing Document or applicable law. An Event of Default will continue until waived in accordance with this Agreement.

Section 9.09. Interpretation. Each party has had the opportunity to review and negotiate the terms and conditions of the Financing Documents and to seek the advice of legal counsel in connection herewith and therewith. Any applicable rule of construction, to the effect that any ambiguities are resolved against the drafting party, will not be used in the interpretation hereof or thereof. Terms and conditions hereof and thereof will be construed fairly as to all parties and not in favor of or against any party, regardless of which party was generally responsible for preparation.

Section 9.10. Governing Law. The Financing Documents are governed by and will be construed in accordance with the laws of the State. To the full extent permitted by applicable law, any action or proceeding seeking to enforce any term of, or based on any right arising out of, the Financing Documents will be brought (or removed to) the courts of the State, City and County of Denver, or, if jurisdiction is proper, in the appropriate federal court for the State, City and County of Denver, and the parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waive any objection to venue. Process in any such action or proceeding may be served on any party anywhere in the world and may be accomplished by personal delivery, overnight delivery, or by United States registered mail. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (WHETHER AS A CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE) ARISING OUT OF, UNDER, OR IN CONNECTION WITH ANY FINANCING DOCUMENT.

Section 9.11. Severability. In the event that any term of any Financing Document is finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by a court of competent jurisdiction and venue, that determination will not impair or otherwise affect the validity, legality or enforceability of the remaining terms and conditions of the Financing Documents, which will be enforced as if the unenforceable term were deleted;

provided, however, that the parties will negotiate in good faith to replace such illegal, invalid or unenforceable term with a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 9.12. Counterparts. This Agreement may be signed in counterparts, which together will constitute a complete Agreement. A signature transmitted by facsimile, or as a PDF (or similar file) via electronic mail, will be considered an original for purposes of this Agreement; provided that an original will be later provided upon the reasonable request of any party.

Section 9.13. Time of Essence. Time is of the essence under the Financing Documents.

Section 9.14. Entire Agreement. This Agreement, together with the other Financing Documents, contain the entire agreement of the parties, and supersede all other representations, warranties, agreements, and understandings, oral or otherwise, among the parties, with respect to the matters contained herein and therein.

Section 9.15. Limitation of Damages. The Lender will not be liable to the City for indirect, consequential or special damages arising under a Financing Document, except those damages arising from Lender's willful misconduct, gross negligence, or bad faith.

Section 9.16. Notices. All notices, consents and other communications required or to be given under any Financing Document must be in writing, and given either (a) by certified or registered United States mail, return receipt requested, postage prepaid or (b) by reputable overnight delivery carrier (e.g., FedEx, DHL), with the ability and option to provide verification of delivery, and such option so chosen, at the following addresses or such other addresses as a party may provide in accordance with this Section:

to the City:	City of Grand Junction Grand Junction City Hall 250 North 5th Street Grand Junction, CO 81501 Attention: Financial Operations Manager
to the Authority:	Downtown Development Authority City of Grand Junction, Colorado 437 Colorado Avenue Grand Junction, CO 81501 Attention: Deputy Finance Director
to the Lender:	ANB Bank 3033 East First Avenue Denver, CO 80206 Attention: Community Bank President – Cherry Creek

Any party that is not an addressee of any such notice, consent, and other communication must be copied thereon. Notice will be deemed delivered three days after placement with the United States Postal Service if delivered pursuant to clause (a) and one Business Day after placement with an overnight carrier if delivered pursuant to clause (b). Notwithstanding the

foregoing, periodic statements and reports and informal correspondence may be forwarded by electronic mail and other means as the Lender may permit from time to time.

Section 9.17. Lender Representation. The Lender represents that it is an Accredited Investor.

Section 9.18. Patriot Act Notice. The Lender hereby notifies the City that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Patriot Act. The City hereby agrees that it shall promptly provide such information upon request by the Lender.

[Remainder of page intentionally left blank]

Each of the undersigned parties have caused this Agreement to be executed as of the date first set forth above by an authorized officer or representative.

CITY OF GRAND JUNCTION, COLORADO,
the City

By _____
Name _____
Title _____

(SEAL)

Attest:

By _____
Name _____
Title _____

ANB BANK, as Lender

By _____
Name _____
Title _____

EXHIBIT A

COPY OF ORDINANCE

[See attached]

EXHIBIT B

FORM OF BONDS

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS SET FORTH IN THE HEREIN DEFINED AGREEMENT.

[$2,600,000]
CITY OF GRAND JUNCTION, COLORADO
DOWNTOWN DEVELOPMENT AUTHORITY
TAX INCREMENT REVENUE BONDS
SERIES 2026

Interest Rate	Maturity Date	Issue Date
3.36% Per Annum	[TBD]	[DATE], 2026

REGISTERED OWNER: ANB BANK

PRINCIPAL AMOUNT: _____ DOLLARS

FOR VALUE RECEIVED, **THE CITY OF GRAND JUNCTION, COLORADO** (the "City"), promises to pay to the Registered Owner the principal amount of [$2,600,000], together with interest thereon from the Issue Date, in accordance with the terms of this **CITY OF GRAND JUNCTION, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY**, Tax Increment Revenue Bonds, Series 2026 (this "Bond") and the hereinafter defined Loan Agreement.

This Bond has been issued in accordance with the terms and conditions as set forth in that certain Loan Agreement, dated [DATE], 2026 (as amended, the "Loan Agreement"), by and between the City and the Registered Owner, and pursuant to the authority and approval as set forth in Title 31, Article 25, Part 8, C.R.S., as amended (the "Act"), the Supplemental Public Securities Act, Colorado Revised Statutes, Title 11, Article 57, Part 2, as amended (the "Supplemental Act"), and the City's Ordinance No. [____], adopted by the City Council on [DATE], 2026 (collectively, the "Ordinance"). This Bond constitutes the "Bonds" as referenced in the Loan Agreement.

Capitalized terms used but not defined in this Bond have the respective meanings ascribed to them in the Loan Agreement.

The outstanding principal balance of this Bond will bear interest at the Interest Rate set forth above; provided, however, that this Bond may bear interest at the Taxable Rate upon an Event of Taxability. Interest accruing on this Bond will be computed on the basis of an Actual/360-day count convention.

Accrued and unpaid interest on the Bonds will be due on each Interest Payment Date, being June 15 and December 15 of each year, commencing [DATE], 2026.

The principal of this Bond will be payable in installments on the dates and in the amounts set forth below.

Date	Amount
[TBD]	$[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]
[TBD]	[TBD]

The outstanding principal balance of this Bond will be paid on the above referenced Maturity Date, and, to the extent outstanding after the Maturity Date, will be due on demand of the Registered Owner.

The City may prepay this Bond, in whole or in part, on any date, in an amount equal to the sum of (a) the principal amount so prepaid; plus (b) a premium of 1% of the principal amount so prepaid; plus (c) accrued and unpaid interest on the principal amount so prepaid to the date of prepayment; provided, however, on or after [DATE], the City may prepay this Bond, in whole or in part, from its excess cash (and not as a result of any direct or indirect refinancing), without premium.

The principal amount of partial prepayments will be applied to the outstanding principal balance of this Bond in inverse order of the maturity of the installment principal payments (including, if applicable, any balloon interest payment due on the Maturity Date). Partial prepayments will not result in re-amortization of this Bond.

The payment of the principal of, premium, if any, and interest on this Bond will be made to the Registered Owner at its address as set forth in the Registered Owner's payment statement therefor or by such electronic means (e.g., auto-debit or ACH payment) as the Registered Owner may permit or require.

All payments must be made in immediately available funds and lawful money of the United States of America.

If any payment date is not a Business Day, the payment will be due on the next succeeding Business Day and, as applicable, interest will continue to accrue.

This Bond constitutes a pledge of, and an irrevocable first lien (but not an exclusive first lien), on all of the Pledged Revenue. This Bond is equitably and ratably secured by a pledge of and lien on the Pledged Revenue. This Bond, together with the interest accruing thereon shall be payable and collectible solely out of the Pledged Revenue, which is hereby irrevocably so pledged; neither the Registered Owner nor any other registered owner of this Bond may look to any general or other fund of the City or the Authority for the payment of the principal of and interest on the Bond, except the designated special funds and accounts pledged therefor. This Bond shall not constitute an indebtedness nor a debt within the meaning of the Charter or any State constitutional or statutory provision or limitation; nor shall it be considered or held to be a general obligation of the City or the Authority.

Pursuant to Section 11-57-208(1) of the Supplemental Act, a public entity may pledge all or any portion of its revenues to the payment of its securities unless the use of such revenues is restricted by other laws of the State. Pursuant to such authority, together with the authority granted by the 2007 Election, the 2011 Election, and Section 31-25-807(3)(a)(IV)(B) of the Act, the City hereby irrevocably pledges to the repayment of this Bond one hundred percent of the property taxes produced by the levy at the rate fixed each year by or for the City upon the valuation for assessment of taxable property within the boundaries of the Plan of Development Area which is in excess of the valuation for assessment of taxable property within the boundaries of the Plan of Development Area certified as the base amount by the County Assessor pursuant to Sections 31-25-807(3)(a)(IV) and 31-25-807(3)(f) of the Act. Such amounts shall constitute Pledged Revenue for all purposes hereof.

The creation, perfection, enforcement and priority of the Pledged Revenue to secure or pay the Bonds as provided herein shall be governed by Section 11-57-208 of the Supplemental Act, the Ordinance and this Agreement. The Pledged Revenue, as received by or otherwise credited to the City or the Authority, shall immediately be subject to the lien of such pledge without any physical delivery, filing or further act.

Upon the occurrence and during the continuance of an Event of Default, this Bond is subject to acceleration by the Registered Owner, as applicable, but only in accordance with, and subject to the terms of, the Loan Agreement.

Reference is made to the Ordinance and the Loan Agreement and the terms set forth therein relating to this Bond, and such terms are incorporated herewith by reference.

This Bond is issued pursuant to the Supplemental Act. Pursuant to Section 11-57-210 of the Supplemental Act, this recital is and will be conclusive evidence of the validity and the regularity of the issuance of this Bond after its delivery for value.

The City has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the President of the City Council and has further caused its seal to be affixed hereto and the signature of the President of the City Council to be attested.

CITY OF GRAND JUNCTION, COLORADO

By _____
Name _____
Title _____

(SEAL)

Attest:

By _____
Name _____
Title _____

4936-8096-0975.2

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

_____

(Please print or typewrite name and address of Transferee)
(Tax Identification or Social Security No.)

the within Bond and all rights thereunder, and irrevocably constitutes and appoints _____ as its attorney to transfer the within Bond on the books kept for registration and transfer thereof, with full power of substitution in the premises.

Dated: _____

_____
NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP, or MSP signature guaranty medallion program.

Signature Guaranteed:

_____
Signature(s) must be guaranteed by an eligible guarantor.

Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date:	October 21, 2026
Presented By:	Thomas Lloyd, Planning Manager, Trenton Prall, Engineering & Transportation Director
Department:	Community Development
Submitted By:	Trent Prall, Engineering and Transportation Director Thomas Lloyd, Interim Community Development Director

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Public Hearing on Such Annexation, Exercising Land Use Control, and Introducing the Proposed Annexation Ordinance for the Redlands 360 Annexations No. 2, 3, 4, and 5 Annexing Right-of-Way along Easter Hill, South Broadway, 23 Road, Broadway (State HWY 340) and portion of Alcove Dr in the Redlands and Setting a Public Hearing for December 2, 2026

RECOMMENDATION:

Staff recommends adoption of a Resolution referring the petition for Redlands 360 Annexations No. 2, 3, 4, and 5, introducing the proposed Annexation Ordinance, and setting a Public Hearing for December 2, 2026.

EXECUTIVE SUMMARY:

As part of the Redlands 360 development, improvements have recently been completed or are under construction on Easter Hill Road, South Broadway west of 23 Road, 23 Road from South Broadway to north of Broadway, Broadway (State Highway 340), and a portion of Alcove Drive. Mesa County has requested that the City annex the remaining right-of-way associated with these improvements. Under the Persigo Agreement, the County will pay the City $500,000 to offset the impacts of the additional right-of-way, roadway, and stormwater infrastructure. No zoning is required because all property being annexed is right-of-way.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Redlands 360 annexations 2,3,4 and 5 incorporate into City limits portions of

Easter Hill, South Broadway, 23 Road, Broadway (State Hwy 340) and Alcove Drive. Zoning is not required as all the property being annexed is right-of-way. The annexations are as follows:

- Redlands 360 Annexation 2: Easter Hill Drive
- Redlands 360 Annexation 3: South Broadway west of 23 Road
- Redlands 360 Annexation 4: 23 Road north of South Broadway
- Redlands 360 Annexation 5: 23 Road, Broadway (State Hwy 340), and Alcove Drive

The schedule for the annexation is as follows:

- Referral of Petition (30 Day Notice), Exercising Land Use Control, Introduction of Proposed Annexation Ordinance — October 21, 2026
- Acceptance of Petition and Public Hearing on Annexation by City Council — December 2, 2026
- Effective date of Annexation and Zone of Annexation — January 3, 2027

Exhibits and legal descriptions of the right-of-way being annexed are attached.

Annexation Eligibility
Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that Redlands Annexations 2,3,4, and 5 are eligible to be annexed because of compliance with the criteria discussed below.

a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

As the annexation is only of road right-of-way, the Mesa County Attorney's and Grand Junction City Attorney's offices has determined that a petition is not required.

b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;

This requirement has been met.

c) A community of interest exists between the area to be annexed and the City. This is so in part because the Redlands is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;

The Comprehensive Plan shows this proposed annexation as part of the “Redlands”

Future Land Use designation.

d) The area is or will be urbanized in the near future;

This area being annexed is immediately adjacent or will serve as the primary access to the 1300 acre Redlands 360 development which is currently under development with filings 2, 3, and 4.

e) The area is capable of being integrated with the City;

The area is near or adjacent to existing rights-of-way that are already annexed and part of the community.

f) No land held in identical ownership is being divided by the proposed annexation;

No land held in identical ownership is being divided by this annexation. All the land is currently under Mesa County or Colorado Department of Transportation jurisdiction.

g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of $200,000 or more for tax purposes is included without the owner's consent.

All land being annexed is existing Mesa County and Colorado Department of Transportation rights-of-way.

FISCAL IMPACT:

The rights-of-way being annexed are currently within the jurisdictions of Mesa County and the Colorado Department of Transportation which are both tax exempt entities and therefore no property tax revenue will be generated from these properties.

Fire
The fire department does not expect a major impact to existing fire/EMS services as a result of this annexation as these rights-of-way are all within existing rural fire district.

Utilities
No impacts to specific utilities and anticipated as there is no additional demand necessitated for the right-of-way being annexed.

Police
The police department will have additional areas to respond to as a result of this annexation however additional work load is anticipated to be minimal. State patrol is anticipated to lead or assist with incidents associated with State Hwy 340.

Public Works
All of the rights-of-way being annexed will have new storm, street and lighting infrastructure that is currently under construction or has recently been completed. No

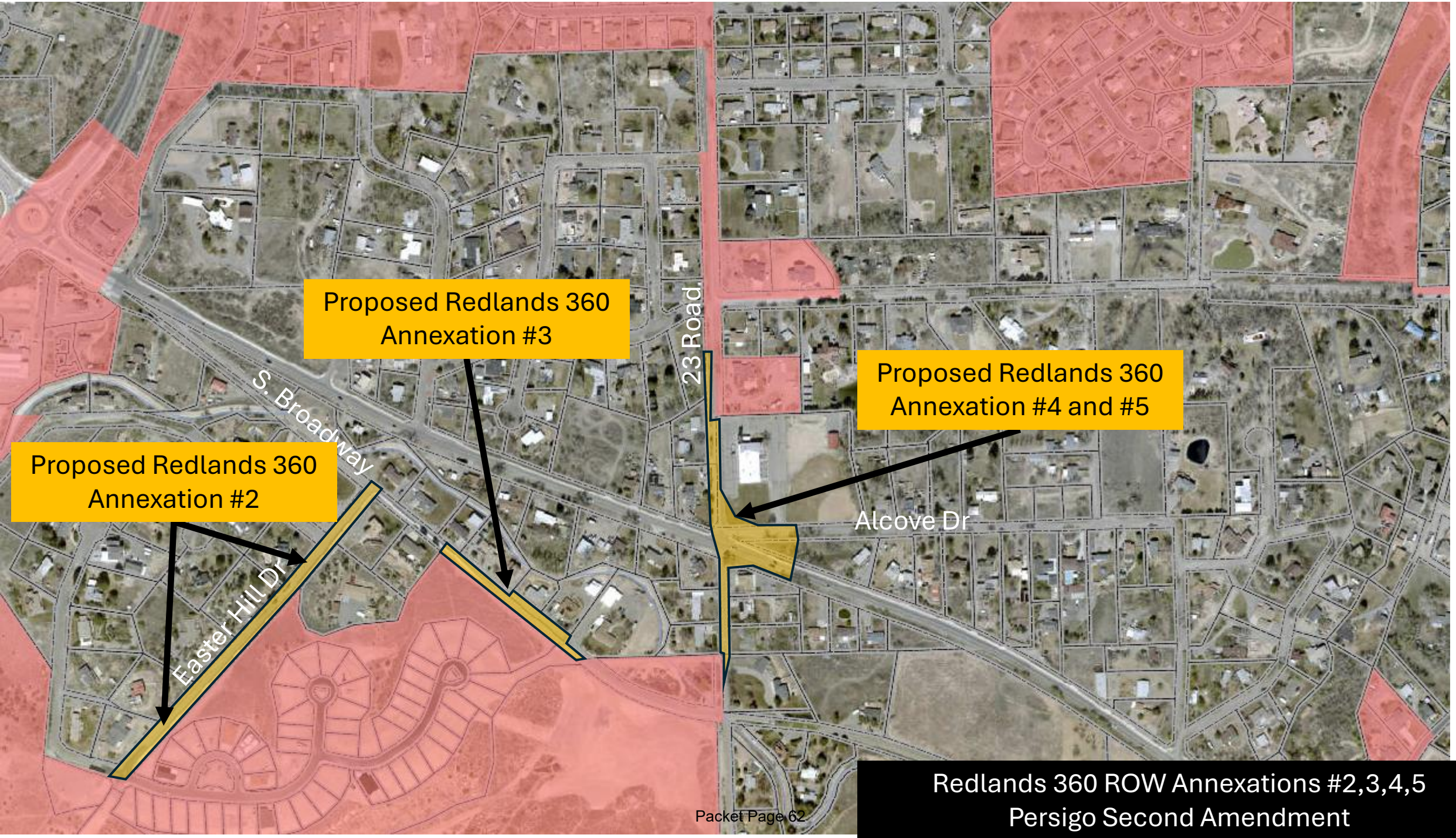
additional infrastructure is anticipated over the next 20 years. Chip seal of the non-Broadway (State Hwy 340) surfaces will be completed in the next 3-5 years.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution 94-26, a Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Public Hearing on Such Annexation, and Exercising Land Use Control over the Redlands 360 No. 2, 3, 4, and 5 Annexations, and Introduce a Proposed Annexation Ordinance for the Redlands 360 No. 2, 3, 4, and 5 Annexations, Annexing Right-of-Way along Easter Hill, South Broadway, 23 Road, Broadway (State HWY 340) and portion of Alcove Dr in the Redlands, publish in pamphlet form and Set a Public Hearing for December 2, 2026.

Attachments

1. Exhibit 1 - Redlands 360 No. 2, 3, 4, and 5 Annexation Map
2. Exhibit 2 - Redlands 360 No. 2, 3, 4, and 5 Annexation Schedule
3. Exhibit 3 - Redlands 360 No. 2, 3, 4, and 5 Annexation Plat
4. Resolution - Petittion Referral - Redlands 360 No. 2, 3, 4, and 5
5. Draft - Annexation Ordinance



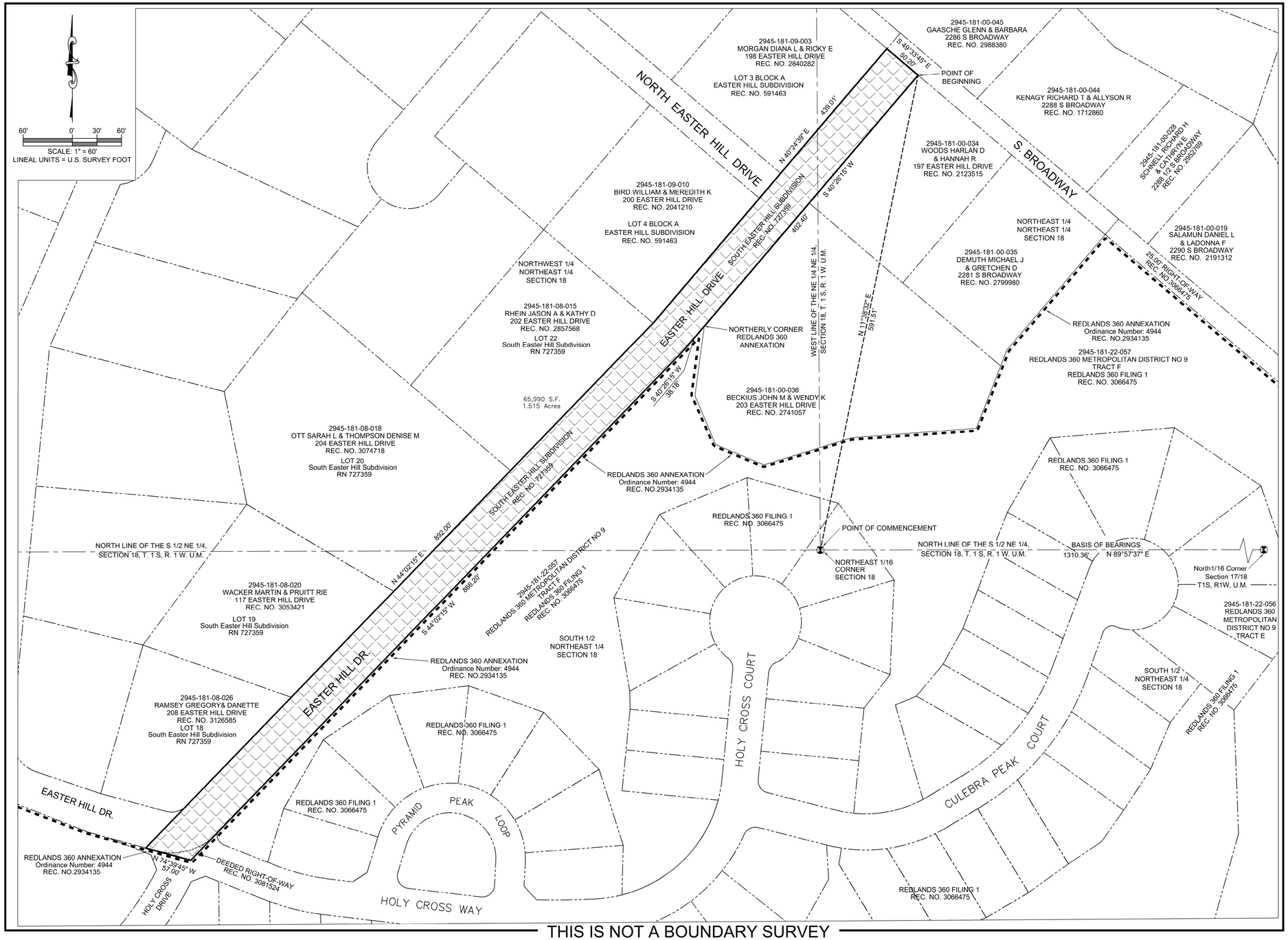
Redlands 360 ROW Annexations #2,3,4,5
Persigo Second Amendment

ANNEXATION SCHEDULE & SUMMARY WORKSHEET	
October 21, 2026	Referral of Petition, Intro Proposed Ordinance, Exercise Land Use
December 2, 2026	City Council Accept Petition/Annexation Public Hearing
January 3, 2027	Effective Date of Annexation and Zoning

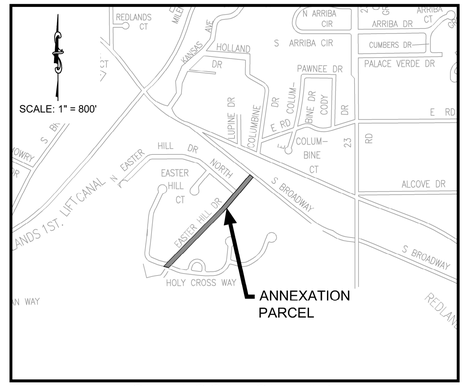
ANNEXATION SUMMARY						
File Number		ANX-2025-614				
Location		ROW along Easter Hill, South Broadway, 23 Road, Broadway (State HWY 340) and a portion of Alcove Drive in the Redlands				
Tax ID Number(s)		N/A, property is ROW				
Number of Parcel(s)		N/A				
Existing Population		N/A				
No. of Parcels Owner Occupied		N/A				
Number of Dwelling Units		N/A				
Acres Land Annexed		5 acres				
Developable Acres Remaining		N/A				
Right-of-way in Annexation		5 Acres				
Previous County Zoning		N/A				
Proposed City Zoning		N/A				
Surrounding Zoning:	North:	N/A				
	South:	N/A				
	East:	N/A				
	West:	N/A				
Current Land Use		N/A				
Proposed Land Use		N/A				
Surrounding Land Use:	North:	N/A				
	South:	N/A				
	East:	N/A				
	West:	N/A				
Comprehensive Plan Designation:		N/A				
Zoning within Comprehensive Plan Designation:		Yes:	N/A	No:	N/A	
Values:	Assessed	$ N/A				
	Actual	N/A				
Address Ranges						
Special Districts:	Water	**Ute**				
	Sewer	**City of Grand Junction**				
	Fire	**Grand Junction Fire**				
	Irrigation/Drainage	**Grand Valley Water Users Association**				
	School	**School District 51**				
	Pest	**Grand River Mosquito Control District**				

REDLANDS 360 ANNEXATION NO.2

Located in the Northeast Quarter (NE1/4) of Section 18,
Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado



THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

LEGAL DESCRIPTION

A parcel of land located in the northeast quarter (NE1/4) of Section 18, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Sixteenth Corner (NE 1/16) of said Section 18, whence the North Sixteenth corner on the East line of said Section 18 bears N89°57'37"E, a distance of 1,310.36 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence N11°38'32"E, a distance of 591.51 feet to a point on the easterly right-of-way of Easter Hill Drive, and the Point of Beginning;

Thence along said easterly right-of-way S40°26'15"W, a distance of 402.40 feet, to a northerly corner of the Redlands 360 Annexation (Ordinance No. 4944); thence continuing on said easterly right-of-way and annexation line, S40°26'15"W, a distance of 38.18 feet; thence continuing on said easterly right-of-way and annexation line, S44°02'15"W, a distance of 866.20 feet; Leaving said easterly right-of-way on the southerly right-of-way of Easter Hill Drive and said annexation line, N74°39'45"W, a distance of 57.00 feet; Thence leaving said southerly right-of-way and said annexation line, N44°02'15"E, a distance of 892.00 feet, along the westerly right-of-way of Easter Hill Drive; Thence continuing along said westerly right-of-way N40°24'39"E, a distance of 439.01 feet; Thence leaving said westerly right-of-way along the southerly right-of-way of South Broadway S49°33'45"E, a distance of 50.20 feet, to the Point of Beginning;

Said parcel of land CONTAINING 65,986 Square Feet or 1.52 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	2,744.99	FT.
CONTIGUOUS PERIMETER	961.38	FT.
AREA IN SQUARE FEET	65,986	FT^2
AREA IN ACRES	1.52	AC.
AREA WITHIN R.O.W.	65,986	FT^2
	1.52	AC.
AREA WITHIN DEEDED R.O.W.		
	65,986	FT^2
	1.52	AC.

LEGEND

ANNEXATION BOUNDARY

ANNEXATION AREA

EXISTING CITY LIMITS

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T.	TOWNSHIP	REC.	RECEPTION
R.	RANGE		

ORDINANCE NO.	EFFECTIVE DATE
0000	00/00/2025

NOTE:
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JODIE L GREIN
STATE OF COLORADO - PLS. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY:	JLG	DATE: 10/17/2025
REVIEWED BY:	JAM	DATE: 10/17/2025
CHECKED BY:	JAM	DATE: 10/17/2025
APPROVED BY:	JLG	DATE: 10/17/2025

60' 0' 30' 60'
SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT

CITY OF Grand Junction COLORADO

Engineering & Transportation Department
244 North 7th Street – Grand Junction, CO. 81501

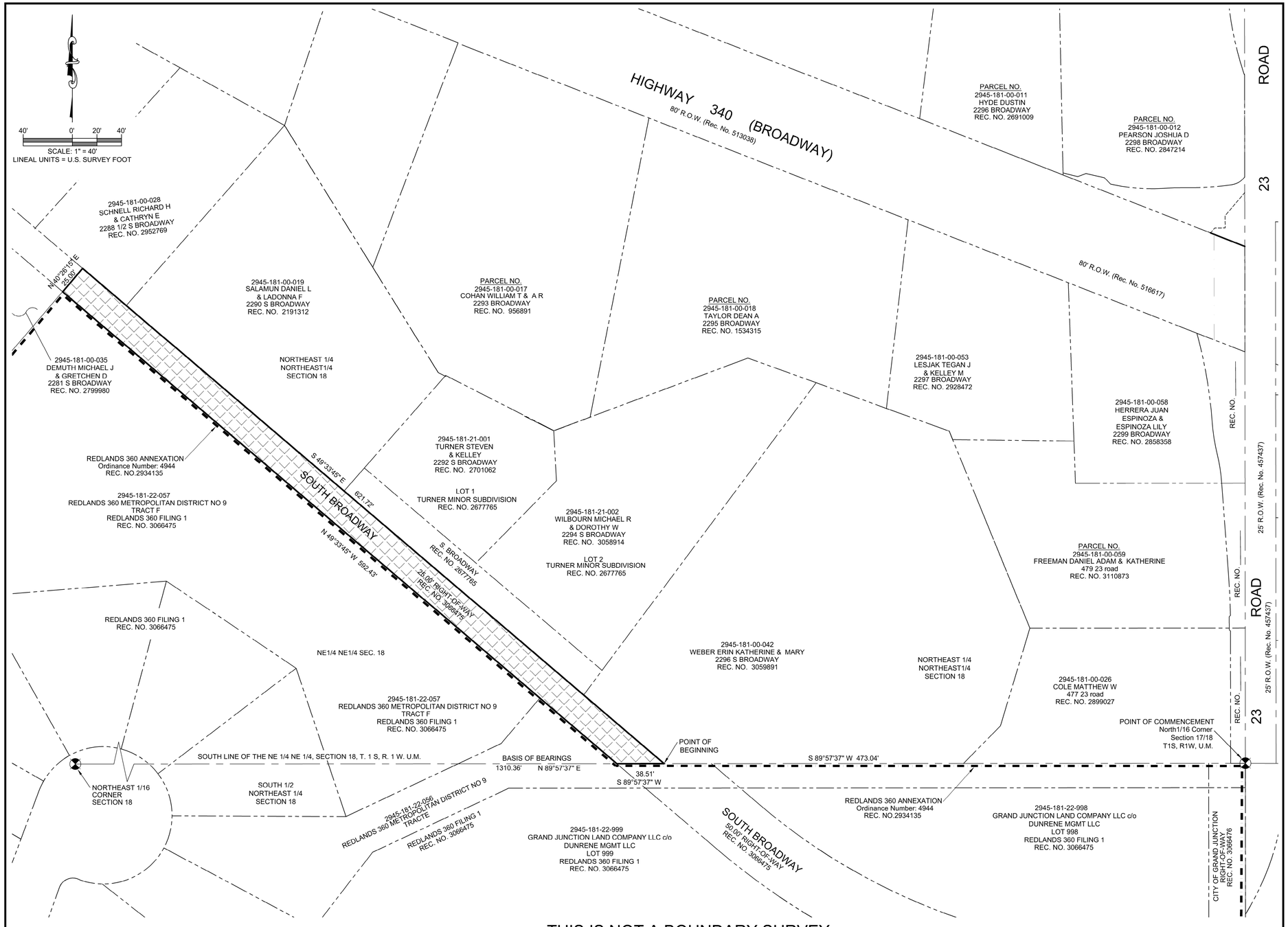
REDLANDS 360 ANNEXATION NO.2
Located in the Northeast Quarter (NE1/4) of Section 18,
Township 1 South, Range 1 West, Ute Meridian, County of Mesa,
State of Colorado

1 OF 1

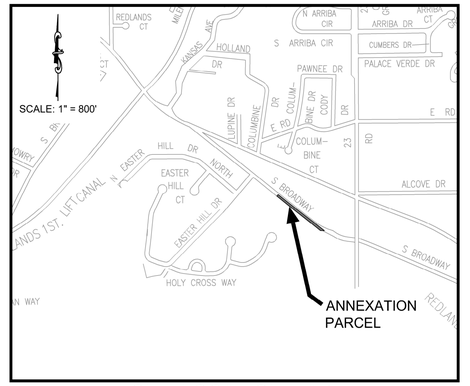
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REDLANDS 360 ANNEXATION NO.3

Located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 18,
Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado



THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

LEGAL DESCRIPTION

A parcel of land located in the northeast quarter (NE1/4) of the northeast quarter (NE1/4) of Section 18, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the North Sixteenth corner on the East line of said Section 18, whence the Northeast Sixteenth Corner (NE 1/16) of said Section 18 bears S89°57'37"W, a distance of 1,310.36 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence along the southerly line of said NE1/4 NE1/4, S89°57'37"W a distance of 473.04 feet to the Point of Beginning;

Thence along the southerly line of said NE1/4 NE1/4 of said section, also being the northerly line of the Redlands 360 Annexation (Ordinance No. 4944), S89°57'37"W, a distance of 38.51 feet; thence along the southwesterly right-of-way of South Broadway and the northerly line of said Redlands 360 Annexation (Ordinance No. 4944), N49°33'45"W, a distance of 592.43 feet; Leaving said southwesterly right-of-way, and said northerly line, N40°26'15"E, a distance of 25.00 feet; Thence S49°33'45"E, a distance of 621.72 feet, to the Point of Beginning;

Said parcel of land CONTAINING 15,177 Square Feet or 0.35 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	1,277.67	FT.
CONTIGUOUS PERIMETER	592.43	FT.
AREA IN SQUARE FEET	15,177	FT^2
AREA IN ACRES	0.35	AC.
AREA WITHIN R.O.W.	15,177	FT^2
	0.35	AC.
AREA WITHIN DEEDED R.O.W.	15,177	FT^2
	0.35	AC.

LEGEND

ANNEXATION BOUNDARY

ANNEXATION AREA

EXISTING CITY LIMITS

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T.	TOWNSHIP	REC.	RECEPTION
R.	RANGE		

ORDINANCE NO.	EFFECTIVE DATE
0000	00/00/2025

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JODIE L GREIN
STATE OF COLORADO - PLS. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501

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DRAWN BY:	JLG	DATE: 10/14/2025
REVIEWED BY:	JAM	DATE: 10/14/2025
CHECKED BY:	JAM	DATE: 10/14/2025
APPROVED BY:	JLG	DATE: 10/14/2025

SCALE: 1" = 40'
LINEAL UNITS = U.S. SURVEY FOOT

CITY OF Grand Junction COLORADO

Engineering & Transportation Department
244 North 7th Street – Grand Junction, CO. 81501

REDLANDS 360 ANNEXATION NO.3

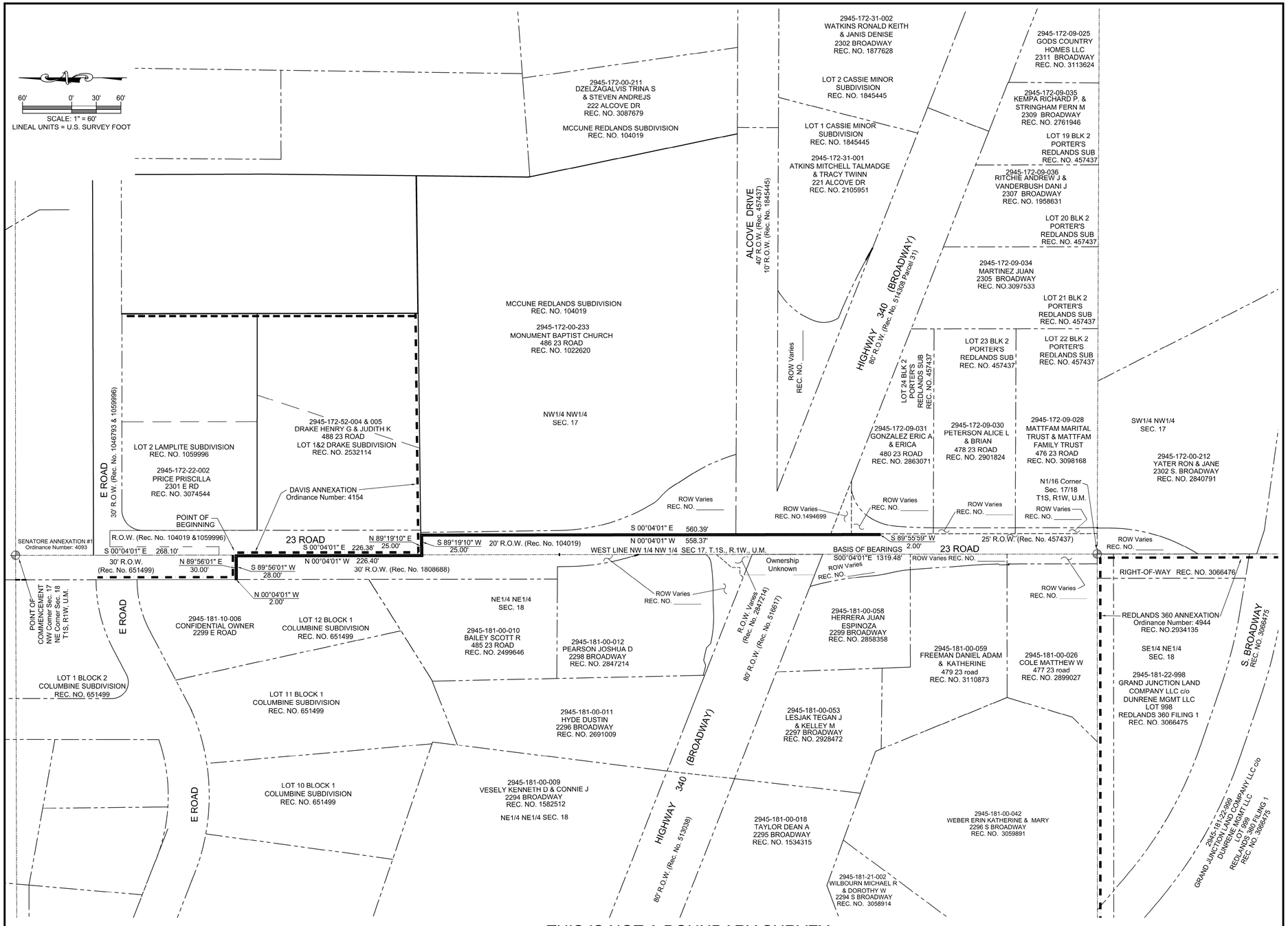
Located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 18, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

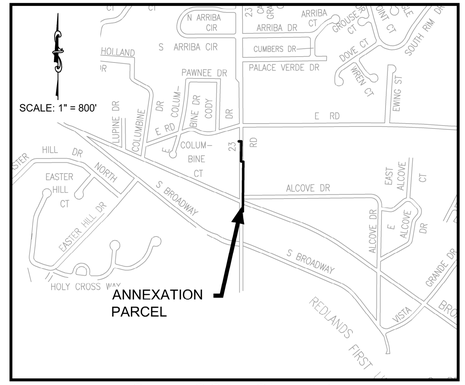
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REDLANDS 360 ANNEXATION NO.4

Located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 18, and the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 17, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado





SITE LOCATION MAP

LEGAL DESCRIPTION

A parcel of land, located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 18, and the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 17 of Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 18 whence the North Sixteenth Corner (N 1/16) on the east line of the northeast quarter of the northeast quarter (NE1/4 SE1/4) of said Section 18 bears S00°04'01"E, a distance of 1,319.48 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence along the East line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 18 S00°04'01"E, a distance of 268.10 feet, to a corner of the Davis Annexation (Ordinance No. 4154) and the Point of Beginning;

Thence along the Davis Annexation (Ordinance No. 4154), and along the easterly line of the 30.00 foot right-of-way dedicated at Reception Number 1808688, S00°04'01"E, a distance of 226.38 feet; thence continuing along said Davis Annexation leaving said westerly right-of-way, N89°19'10"E, a distance of 25.00 feet; Thence leaving said Davis Annexation line, S00°04'01"E, a distance of 560.39 feet; Thence S89°55'59"W, a distance of 2.00 feet; Thence N00°04'01"W, a distance of 558.37 feet; Thence S89°19'10"W, a distance of 25.00 feet; Thence N00°04'01"W, a distance of 226.40 feet; Thence S89°56'01"W, a distance of 28.00 feet, to point on the westerly right-of-way of 23 Road; Thence along said westerly right-of-way, N00°04'01"W, a distance of 2.00 feet, to the southeast corner of the Davis Annexation (Ordinance No. 4154), Thence along said Davis Annexation, N89°56'01"E, a distance of 30.00 feet, to the Point of Beginning.

Said parcel of land CONTAINING 1,680 Square Feet or 0.04 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	1,683.54 FT.
CONTIGUOUS PERIMETER	281.38 FT.
AREA IN SQUARE FEET	1,680 FT^2
AREA IN ACRES	0.04 AC.
AREA WITHIN R.O.W.	1,683.54 FT^2
	0.04 AC.
AREA WITHIN DEEDED R.O.W.	1,683.54 FT^2
	0.04 AC.

LEGEND

ANNEXATION BOUNDARY

ANNEXATION AREA

EXISTING CITY LIMITS

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T.	TOWNSHIP	REC.	RECEPTION
R.	RANGE		

ORDINANCE NO.	EFFECTIVE DATE
0000	00/00/2025

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STATE OF COLORADO - PLS. NO. 38075
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DRAWN BY:	JLG	DATE: 10/20/2025
REVIEWED BY:	JAM	DATE: 10/20/2025
CHECKED BY:	JAM	DATE: 10/20/2025
APPROVED BY:	JLG	DATE: 10/20/2025

60' 0' 30' 60'
SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT

CITY OF Grand Junction COLORADO

Engineering & Transportation Department
244 North 7th Street – Grand Junction, CO. 81501

REDLANDS 360 ANNEXATION NO.4
Located in the NE1/4 of the NE1/4, Section 18, and the NW1/4 of the NW1/4, Section 17
Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

1 OF 1

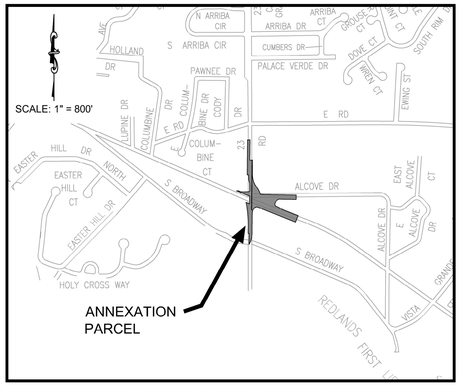
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REDLANDS 360 ANNEXATION NO. 5

Located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 18, and the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 17, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

60' 0' 30' 60'
SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT

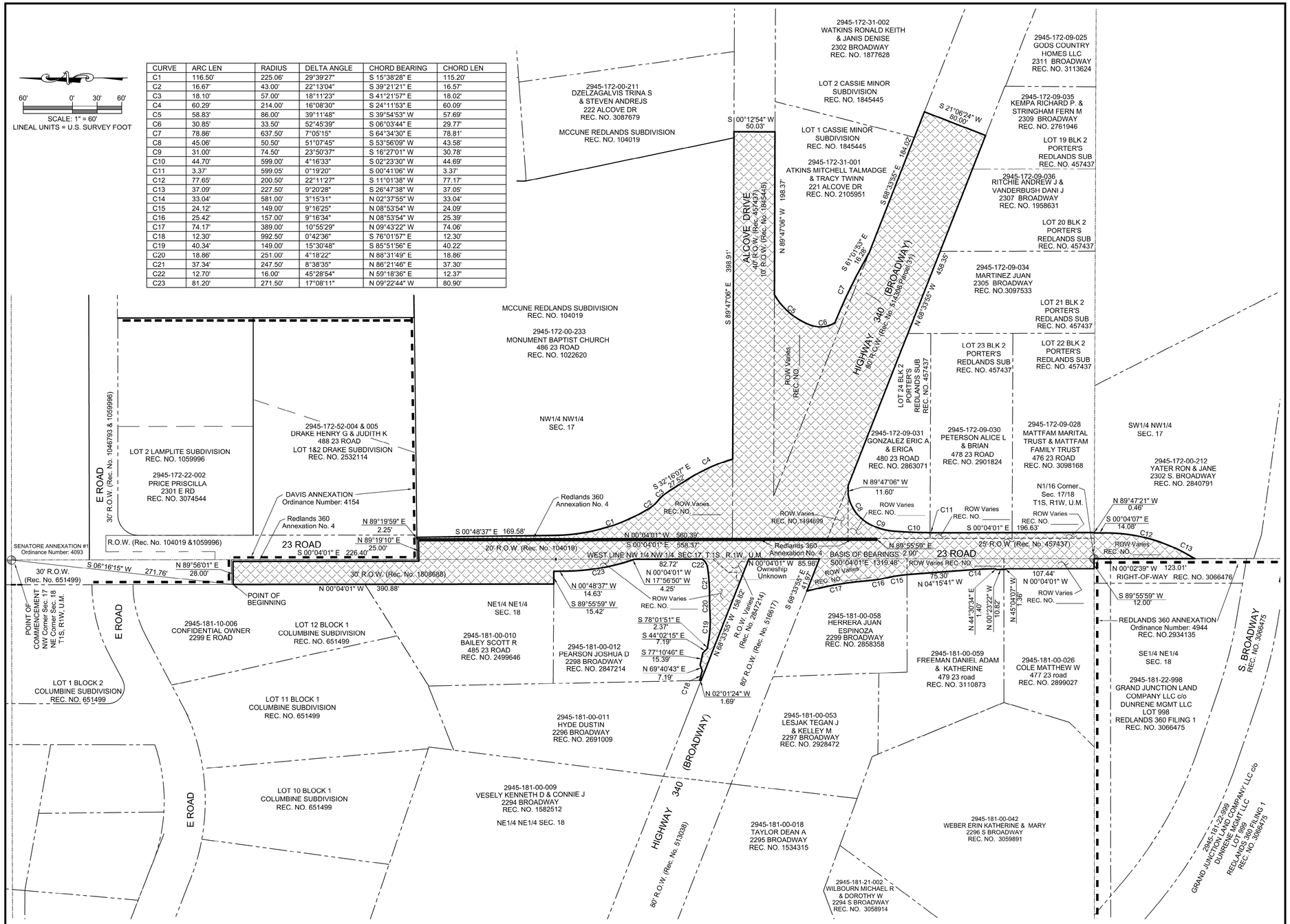
CURVE	ARC LEN	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	116.50'	225.06'	29°39'27"	S 15°38'28" E	115.20'
C2	16.67'	43.00'	22°13'04"	S 39°21'21" E	16.57'
C3	18.10'	57.00'	18°11'23"	S 41°21'57" E	18.02'
C4	60.29'	214.00'	16°08'30"	S 24°11'53" E	60.09'
C5	58.83'	86.00'	39°11'48"	S 39°54'53" W	57.69'
C6	30.85'	33.50'	52°45'39"	S 06°03'44" E	29.77'
C7	78.86'	637.50'	7°05'15"	S 64°34'30" E	78.81'
C8	45.06'	50.50'	51°07'45"	S 53°56'09" W	43.58'
C9	31.00'	74.50'	23°50'37"	S 16°27'01" W	30.78'
C10	44.70'	599.00'	4°16'33"	S 02°23'30" W	44.69'
C11	3.37'	599.05'	0°19'20"	S 00°41'06" W	3.37'
C12	77.65'	200.50'	22°11'27"	S 11°01'38" W	77.17'
C13	37.09'	227.50'	9°20'28"	S 26°47'38" W	37.05'
C14	33.04'	581.00'	3°15'31"	N 02°37'55" W	33.04'
C15	24.12'	149.00'	9°16'25"	N 08°53'54" W	24.09'
C16	25.42'	157.00'	9°16'34"	N 08°53'54" W	25.39'
C17	74.17'	389.00'	10°55'29"	N 09°43'22" W	74.06'
C18	12.30'	992.50'	0°42'36"	S 76°01'57" E	12.30'
C19	40.34'	149.00'	15°30'48"	S 85°51'56" E	40.22'
C20	18.86'	251.00'	4°18'22"	N 88°31'49" E	18.86'
C21	37.34'	247.50'	8°38'35"	N 86°21'46" E	37.30'
C22	12.70'	16.00'	45°28'54"	N 59°18'36" E	12.37'
C23	81.20'	271.50'	17°08'11"	N 09°22'44" W	80.90'



SITE LOCATION MAP

LEGAL DESCRIPTION

SEE SHEET 2



THIS IS NOT A BOUNDARY SURVEY

AREAS OF ANNEXATION

ANNEXATION PERIMETER	5,346.52	FT.
CONTIGUOUS PERIMETER	1,535.17	FT.
AREA IN SQUARE FEET	134,515	FT^2
AREA IN ACRES	3.09	AC.
AREA WITH R.O.W.	134,515	FT^2
	3.09	AC.
AREA WITHIN DEEDED R.O.W.	134,515	FT^2
	3.09	AC.

LEGEND

- ANNEXATION BOUNDARY
- ANNEXATION AREA
- EXISTING CITY LIMITS

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T.	TOWNSHIP	REC.	RECEPTION
R.	RANGE		

ORDINANCE NO.	EFFECTIVE DATE
0000	00/00/2025

NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

JODIE L GREIN
STATE OF COLORADO - PL.S. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY:	JLG	DATE: 10/20/2025
REVIEWED BY:	JAM	DATE: 10/20/2025
CHECKED BY:	JAM	DATE: 10/20/2025
APPROVED BY:	JLG	DATE: 10/20/2025

60' 0' 30' 60'
SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT

CITY OF Grand Junction COLORADO

Engineering & Transportation Department
244 North 7th Street – Grand Junction, CO. 81501

REDLANDS 360 ANNEXATION NO. 5
Located in the NE1/4 of the NE1/4, Section 18, and the W1/2 of the NW1/4, Section 17
Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

1 OF 2

C:\Projects\CS444 City of Grand Junction Annexations\Annexation Redlands 360\Annexation CAD Files\Redlands 360 Annexation 485.dwg - PLOTTED 2025-10-20

REDLANDS 360 ANNEXATION NO. 5

Located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 18, and the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 17, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

LEGAL DESCRIPTION

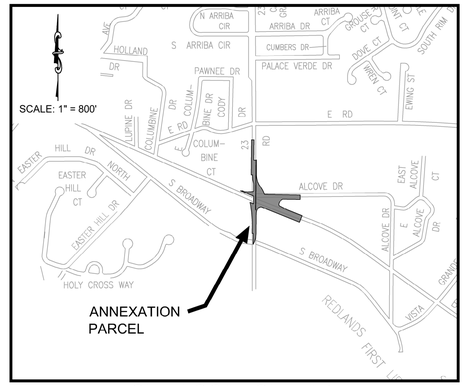
A parcel of land, located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 18, and the West Half of the Northwest Quarter (W1/2 NW1/4) of Section 17, of Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 18 whence the North Sixteenth Corner (N 1/16) on the east line of the Northeast Quarter (NE1/4) of said Section 18 bears S00°04'01"E, a distance of 1,319.48 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence S06°16'15"W, a distance of 271.76 feet, to a point on the westerly right-of-way of 23 Road, and the southwestern corner of the Redlands 360 Annexation No. 4, also being the Point of Beginning;

Thence along the Redlands 360 Annexation No. 4 the following six courses and distances, N89°56'01"E, a distance of 28.00 feet, S00°04'01"E, a distance of 226.40 feet; N89°19'10"E, a distance of 25.00 feet; S00°04'01"E, a distance of 558.37 feet; Thence N89°55'59"E, a distance of 2.00 feet; Thence N00°04'01"W, a distance of 560.39 feet; Thence leaving said Redlands 360 No. 4 Annexation N89°19'59"E, a distance of 2.25 feet, to a point on the easterly right-of-way of 23 Road; Thence along said easterly right-of-way the following six courses and distances, S00°48'37"E, a distance of 169.58 feet; Thence along the arc of 225.06 foot radius curve to the left for a distance of 116.50 feet, with a chord which bears S15°38'28"E, a distance of 115.20 feet, and a central angle of 29°39'27"; Thence along the arc of 43.00 foot radius curve to the left for a distance of 16.67 feet, with a chord which bears S39°21'21"E, a distance of 16.57 feet, and a central angle of 22°13'04"; Thence along the arc of 57.00 foot radius curve to the right for a distance of 18.10 feet, with a chord which bears S41°21'57"E, a distance of 18.02 feet, and a central angle of 18°11'23"; Thence S32°16'07"E, a distance of 27.52 feet; Thence along the arc of 214.00 foot radius curve to the right for a distance of 60.29 feet, with a chord which bears S24°11'53"E, a distance of 60.09 feet, and a central angle of 16°08'30", to a point on the northerly right-of-way of Alcove Drive; Thence along said northerly right-of-way, S89°47'06"E, a distance of 398.91 feet; Thence leaving said northerly right-of-way, S00°12'54"W, a distance of 50.03 feet, to a point on the southerly right-of-way of Alcove Drive; Thence along said southerly right-of-way, N89°47'06"W, a distance of 198.37 feet; Thence along the arc of 86.00 foot radius non-tangent curve to the left for a distance of 58.83 feet, with a chord which bears S39°54'53"W, a distance of 57.69 feet, and a central angle of 39°11'48"; Thence along the arc of 33.50 foot radius curve to the left for a distance of 30.85 feet, with a chord which bears S06°03'44"E, a distance of 29.77 feet, and a central angle of 52°45'39", to a point on the northerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said Highway 340 the following three courses and distances, along the arc of a 637.50 foot radius curve to the right for a distance of 78.86 feet, with a chord which bears S64°34'30"E, a distance of 78.81 feet, and a central angle of 07°05'15"; Thence S61°01'53"E, a distance of 16.28 feet; Thence S68°33'55"E, a distance of 184.02 feet; Thence leaving said northerly right-of-way, S21°06'24"W, a distance of 80.00 feet, to a point on the southerly right-of-way of said Highway 340; Thence along said southerly right-of-way N68°33'55"W, a distance of 458.35 feet, to a point on the westerly right-of-way or 23 Road; Thence along said westerly right-of-way the following ten courses and distances, N89°47'06"W, a distance of 11.60 feet; Thence along the arc of 50.50 foot radius non-tangent curve to the left for a distance of 45.06 feet, with a chord which bears S53°56'09"W, a distance of 43.58 feet, and a central angle of 51°07'45"; Thence along the arc of 74.50 foot radius curve to the left for a distance of 31.00 feet, with a chord which bears S16°27'01"W, a distance of 30.78 feet, and a central angle of 23°50'37"; Thence along the arc of 599.00 foot radius curve to the left for a distance of 44.70 feet, with a chord which bears S02°23'30"W, a distance of 44.69 feet, and a central angle of 04°16'33"; Thence along the arc of a 599.05 foot radius curve to the left for a distance of 3.37 feet, with a chord which bears S00°41'06"W, a distance of 3.37 feet, and a central angle of 00°19'20"; Thence S00°04'01"E, a distance of 196.63 feet; Thence N89°47'21"W, a distance of 0.46 feet; Thence S00°04'07"E, a distance of 14.08 feet; Thence along the arc of 200.50 foot radius curve to the right for a distance of 77.65 feet, with a chord which bears S11°01'38"W, a distance of 77.17 feet, and a central angle of 22°11'27"; Thence along the arc of 227.50 foot radius curve to the right for a distance of 37.09 feet, with a chord which bears S26°47'38"W, a distance of 37.05 feet, and a central angle of 09°20'28"; To a point on the easterly line of the Redlands 360 Annexation (Ordinance No. 4944); Thence along said Redlands 360 Annexation N00°02'39"W, a distance of 123.01 feet, to the North 1/16 corner of said Sections 17 and 18; Thence continuing along said Redlands 360 Annexation S89°55'59"W, a distance of 12.00 feet, to the westerly right-of-way of 23 Road; Thence along said westerly right-of-way the following nine courses and distances, N00°04'01"W, a distance of 107.44 feet; Thence N45°04'07"W, a distance of 1.36 feet; Thence N00°23'22"W, a distance of 10.82 feet; Thence N44°30'34"E, a distance of 1.40 feet; Thence along the arc of 581.00 foot radius curve to the left for a distance of 33.04 feet, with a chord which bears N02°37'55"W, a distance of 33.04 feet, and a central angle of 03°15'31"; Thence N04°15'41"W, a distance of 75.30 feet; Thence along the arc of 149.00 foot radius curve to the left for a distance of 24.12 feet, with a chord which bears N08°53'54"W, a distance of 24.09 feet, and a central angle of 09°16'25"; Thence along the arc of 157.00 foot radius curve to the right for a distance of 25.42 feet, with a chord which bears N08°53'54"W, a distance of 25.39 feet, and a central angle of 09°16'34"; Thence along the arc of 389.00 foot radius curve to the left for a distance of 74.17 feet, with a chord which bears N09°43'22"W, a distance of 74.06 feet, and a central angle of 10°55'29", to a point on the southerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said southerly right-of-way, S68°33'55"E, a distance of 41.97 feet; Thence leaving said southerly right-of-way N00°04'01"W, a distance of 85.98 feet; Thence N68°33'55"W, a distance of 158.82 feet; Thence N02°01'24"W, a distance of 1.69 feet, to the northerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said northerly right-of-way the following nine courses and distances, along the arc of 992.50 foot radius non-tangent curve to the left for a distance of 12.30 feet, with a chord which bears S76°01'57"E, a distance of 12.30 feet, and a central angle of 00°42'36"; Thence N69°40'43"E, a distance of 7.19 feet; Thence S77°10'46"E, a distance of 15.39 feet; Thence S44°02'15"E, a distance of 7.19 feet; Thence S78°01'51"E, a distance of 2.37 feet; Thence along the arc of 149.00 foot radius curve to the left for a distance of 40.34 feet, with a chord which bears S85°51'56"E, a distance of 40.22 feet, and a central angle of 15°30'48"; Thence along the arc of 251.00 foot radius curve to the right for a distance of 18.86 feet, with a chord which bears N88°31'49"E, a distance of 18.86 feet, and a central angle of 04°18'22"; Thence along the arc of 247.50 foot radius curve to the left for a distance of 37.34 feet, with a chord which bears N86°21'46"E, a distance of 37.30 feet, and a central angle of 08°38'35"; Thence along the arc of 16.00 foot radius curve to the left for a distance of 12.70 feet, with a chord which bears N59°18'36"E, a distance of 12.37 feet, and a central angle of 45°28'54", to a point on the westerly right-of-way of 23 Road; Thence along said westerly right-of-way the following six courses and distances, N00°04'01"W, a distance of 82.72 feet; Thence N17°56'50"W, a distance of 4.25 feet; Thence along the arc of 271.50 foot radius curve to the right for a distance of 81.20 feet, with a chord which bears N09°22'44"W, a distance of 80.90 feet, and a central angle of 17°08'11"; Thence N00°48'37"W, a distance of 14.63 feet; Thence S89°55'59"W, a distance of 15.42 feet; Thence N00°04'01"W, a distance of 390.88 feet, to the Point of Beginning.

Said parcel of land CONTAINING 134,515 Square Feet or 3.09 Acres, more or less.

THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

AREAS OF ANNEXATION

ANNEXATION PERIMETER	5,346.52	FT.
CONTIGUOUS PERIMETER	1,535.17	FT.
AREA IN SQUARE FEET	134,515	FT^2
AREA IN ACRES	3.09	AC.
AREA WITHIN R.O.W.	134,515	FT^2
	3.09	AC.
AREA WITHIN DEEDED R.O.W.		
	134,515	FT^2
	3.09	AC.

LEGEND

ANNEXATION BOUNDARY

ANNEXATION AREA

EXISTING CITY LIMITS

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T.	TOWNSHIP	REC.	RECEPTION
R.	RANGE		

ORDINANCE NO.	EFFECTIVE DATE
0000	00/00/2025

NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

JODIE L GREIN
STATE OF COLORADO - PLS. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501

NOTICE:
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DRAWN BY:	JLG	DATE: 10/20/2025
REVIEWED BY:	JAM	DATE: 10/20/2025
CHECKED BY:	JAM	DATE: 10/20/2025
APPROVED BY:	JLG	DATE: 10/20/2025

60' 0' 30' 60'
SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT

CITY OF Grand Junction COLORADO

Engineering & Transportation Department
244 North 7th Street – Grand Junction, CO. 81501

REDLANDS 360 ANNEXATION NO. 5
Located in the NE1/4 of the NE1/4, Section 18, and the W1/2 of the NW1/4, Section 17 Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

2 OF 2

C:\Projects\CS444 City of Grand Junction Annexations\Annexation Redlands 360\Annexation CAD Files\Redlands 360 Annexation 4&5.dwg - PLOTTED 2025-10-20

NOTICE OF HEARING
ON PROPOSED ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 21st day of October 2026, the following Resolution was adopted:

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. XX-26

**A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION,
COLORADO, SETTING A HEARING ON SUCH
ANNEXATION, AND EXERCISING LAND USE
CONTROL**

**REDLANDS 360 NO. 2, 3, 4,
AND 5 ANNEXATION**

**APPROXIMATELY 5 ACRES
LOCATED ON EASTER HILL, SOUTH BROADWAY,
23 ROAD, BROADWAY (STATE HWY 340) AND A
PORTION OF ALCOVE DR IN THE REDLANDS**

WHEREAS, on the 21st day of October 2026, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following properties situated in Mesa County, Colorado, and described as follows:

**REDLANDS 360 NO. 2, 3, 4,
AND 5 ANNEXATION**

REDLANDS 360 ANNEXATION NO.2
Legal Description

A parcel of land located in the northeast quarter (NE1/4) of Section 18, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Sixteenth Corner (NE 1/16) of said Section 18, whence the North Sixteenth corner on the East line of said Section 18 bears N89°57'37”E, a distance of 1,310.36 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence N11°38'32”E, a distance of 591.51 feet to a point on the easterly right-of-way of Easter Hill Drive, and the Point of Beginning;

Thence along said easterly right-of-way S40°26'15"W, a distance of 402.40 feet, to a northerly corner of the Redlands 360 Annexation (Ordinance No. 4944); thence continuing on said easterly right-of-way and annexation line, S40°26'15"W, a distance of 38.18 feet; thence continuing on said easterly right-of-way and annexation line, S44°02'15"W, a distance of 866.20 feet; Leaving said easterly right-of-way on the southerly right-of-way of Easter Hill Drive and said annexation line, N74°39'45"W, a distance of 57.00 feet; Thence leaving said southerly right-of-way and said annexation line, N44°02'15"E, a distance of 892.00 feet, along the westerly right-of-way of Easter Hill Drive; Thence continuing along said westerly right-of-way N40°24'39"E, a distance of 439.01 feet; Thence leaving said westerly right-of-way along the

southerly right-of-way of South Broadway S49°33'45"E, a distance of 50.20 feet, to the Point of Beginning;

Said parcel of land CONTAINING 65,986 Square Feet or 1.52 Acres, more or less.

REDLANDS 360 ANNEXATION NO.3
Legal Description

A parcel of land located in the northeast quarter (NE1/4) of the northeast quarter (NE1/4) of Section 18, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the North Sixteenth corner on the East line of said Section 18, whence the Northeast Sixteenth Corner (NE 1/16) of said Section 18 bears S89°57'37”W, a distance of 1,310.36 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence along the southerly line of said NE1/4 NE1/4, S89°57'37”W a distance of 473.04 feet to the Point of Beginning;

Thence along the southerly line of said NE1/4 NE1/4 of said section, also being the northerly line of the Redlands 360 Annexation (Ordinance No. 4944), S89°57'37"W, a distance of 38.51 feet; thence along the southwesterly right-of-way of South Broadway and the northerly line of said Redlands 360 Annexation (Ordinance No. 4944), N49°33'45"W, a distance of 592.43 feet; Leaving said southwesterly right-of-way, and said northerly line, N40°26'15"E, a distance of 25.00 feet; Thence S49°33'45"E, a distance of 621.72 feet, to the Point of Beginning;

Said parcel of land CONTAINING 15,177 Square Feet or 0.35 Acres, more or less.

REDLANDS 360 ANNEXATION NO.4
Legal Description

A parcel of land, located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 18, and the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 17 of Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 18 whence the North Sixteenth Corner (N 1/16) on the east line of the northeast quarter of the northeast quarter (NE1/4 SE1/4) of said Section 18 bears S00°04'01”E, a distance of 1,319.48 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence along the East line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 18 S00°04'01”E, a distance of 268.10 feet, to a corner of the Davis Annexation (Ordinance No. 4154) and the Point of Beginning;

Thence along the Davis Annexation (Ordinance No. 4154), and along the easterly line of the 30.00 foot right-of-way dedicated at Reception Number 1808688, S00°04'01”E, a distance of 226.38 feet; thence continuing along said Davis Annexation leaving said westerly right-of-way, N89°19'10”E, a distance of 25.00 feet; Thence leaving said Davis Annexation line, S00°04'01”E, a distance of 560.39 feet; Thence S89°55'59”W, a distance of 2.00 feet; Thence N00°04'01”W, a distance of 558.37 feet; Thence S89°19'10”W, a distance of 25.00 feet; Thence

N00°04'01”W, a distance of 226.40 feet; Thence S89°56'01”W, a distance of 28.00 feet, to point on the westerly right-of-way of 23 Road; Thence along said westerly right-of-way, N00°04'01”W, a distance of 2.00 feet, to the southeast corner of the Davis Annexation (Ordinance No. 4154), Thence along said Davis Annexation, N89°56'01”E, a distance of 30.00 feet, to the Point of Beginning.

Said parcel of land CONTAINING 1,680 Square Feet or 0.04 Acres, more or less.

REDLANDS 360 ANNEXATION NO.5
Legal Description

A parcel of land, located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 18, and the West Half of the Northwest Quarter (W1/2 NW1/4) of Section 17, of Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 18 whence the North Sixteenth Corner (N 1/16) on the east line of the Northeast Quarter (NE1/4) of said Section 18 bears S00°04'01”E, a distance of 1,319.48 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence S06°16'15”W, a distance of 271.76 feet, to a point on the westerly right-of-way of 23 Road, and the southwestern corner of the Redlands 360 Annexation No. 4, also being the Point of Beginning;

Thence along the Redlands 360 Annexation No. 4 the following six courses and distances, N89°56'01”E, a distance of 28.00 feet, S00°04'01”E, a distance of 226.40 feet; N89°19'10”E, a distance of 25.00 feet; S00°04'01”E, a distance of 558.37 feet; Thence N89°55'59”E, a distance of 2.00 feet; Thence N00°04'01”W, a distance of 560.39 feet; Thence leaving said Redlands 360 No. 4 Annexation N89°19'59”E, a distance of 2.25 feet, to a point on the easterly right-of-way of 23 Road; Thence along said easterly right-of-way the following six courses and distances, S00°48'37”E, a distance of 169.58 feet; Thence along the arc of 225.06 foot radius curve to the left for a distance of 116.50 feet, with a chord which bears S15°38'28”E, a distance of 115.20 feet, and a central angle of 29°39'27"; Thence along the arc of 43.00 foot radius curve to the left for a distance of 16.67 feet, with a chord which bears S39°21'21”E, a distance of 16.57 feet, and a central angle of 22°13'04"; Thence along the arc of 57.00 foot radius curve to the right for a distance of 18.10 feet, with a chord which bears S41°21'57”E, a distance of 18.02 feet, and a central angle of 18°11'23"; Thence S32°16'07"E, a distance of 27.52 feet; Thence along the arc of 214.00 foot radius curve to the right for a distance of 60.29 feet, with a chord which bears S24°11'53”E, a distance of 60.09 feet, and a central angle of 16°08'30", to a point on the northerly right-of-way of Alcove Drive; Thence along said northerly right-of-way, S89°47'06”E, a distance of 398.91 feet; Thence leaving said northerly right-of-way, S00°12'54”W, a distance of 50.03 feet, to a point on the southerly right-of-way of Alcove Drive; Thence along said southerly right-of-way, N89°47'06”W, a distance of 198.37 feet; Thence along the arc of 86.00 foot radius non-tangent curve to the left for a distance of 58.83 feet, with a chord which bears S39°54'53”W, a distance of 57.69 feet, and a central angle of 39°11'48"; Thence along the arc of 33.50 foot radius curve to the left for a distance of 30.85 feet, with a chord which bears S06°03'44”E, a distance of 29.77 feet, and a central angle of 52°45'39", to a point on the northerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said Highway 340 the following three courses and distances, along the arc of a 637.50 foot radius curve to the right for a distance of 78.86 feet, with a chord which bears S64°34'30”E, a distance of 78.81 feet, and a central angle of 07°05'15"; Thence S61°01'53”E, a distance of 16.28 feet; Thence S68°33'55”E, a distance of 184.02 feet; Thence leaving said northerly right-of-way,

S21°06'24”W, a distance of 80.00 feet, to a point on the southerly right-of-way of said Highway 340; Thence along said southerly right-of-way N68°33'55”W, a distance of 458.35 feet, to a point on the westerly right-of-way or 23 Road; Thence along said westerly right-of-way the following ten courses and distances, N89°47'06”W, a distance of 11.60 feet; Thence along the arc of 50.50 foot radius non-tangent curve to the left for a distance of 45.06 feet, with a chord which bears S53°56'09”W, a distance of 43.58 feet, and a central angle of 51°07'45"; Thence along the arc of 74.50 foot radius curve to the left for a distance of 31.00 feet, with a chord which bears S16°27'01”W, a distance of 30.78 feet, and a central angle of 23°50'37"; Thence along the arc of 599.00 foot radius curve to the left for a distance of 44.70 feet, with a chord which bears S02°23'30”W, a distance of 44.69 feet, and a central angle of 04°16'33"; Thence along the arc of a 599.05 foot radius curve to the left for a distance of 3.37 feet, with a chord which bears S00°41'06”W, a distance of 3.37 feet, and a central angle of 00°19'20"; Thence S00°04'01”E, a distance of 196.63 feet; Thence N89°47'21”W, a distance of 0.46 feet; Thence S00°04'07”E, a distance of 14.08 feet; Thence along the arc of 200.50 foot radius curve to the right for a distance of 77.65 feet, with a chord which bears S11°01'38”W, a distance of 77.17 feet, and a central angle of 22°11'27"; Thence along the arc of 227.50 foot radius curve to the right for a distance of 37.09 feet, with a chord which bears S26°47'38”W, a distance of 37.05 feet, and a central angle of 09°20'28"; To a point on the easterly line of the Redlands 360 Annexation (Ordinance No. 4944); Thence along said Redlands 360 Annexation N00°02'39”W, a distance of 123.01 feet, to the North 1/16 corner of said Sections 17 and 18; Thence continuing along said Redlands 360 Annexation S89°55'59”W, a distance of 12.00 feet, to the westerly right-of-way of 23 Road; Thence along said westerly right-of-way the following nine courses and distances, N00°04'01”W, a distance of 107.44 feet; Thence N45°04'07”W, a distance of 1.36 feet; Thence N00°23'22”W, a distance of 10.82 feet; Thence N44°30'34”E, a distance of 1.40 feet; Thence along the arc of 581.00 foot radius curve to the left for a distance of 33.04 feet, with a chord which bears N02°37'55”W, a distance of 33.04 feet, and a central angle of 03°15'31"; Thence N04°15'41”W, a distance of 75.30 feet; Thence along the arc of 149.00 foot radius curve to the left for a distance of 24.12 feet, with a chord which bears N08°53'54”W, a distance of 24.09 feet, and a central angle of 09°16'25"; Thence along the arc of 157.00 foot radius curve to the right for a distance of 25.42 feet, with a chord which bears N08°53'54”W, a distance of 25.39 feet, and a central angle of 09°16'34"; Thence along the arc of 389.00 foot radius curve to the left for a distance of 74.17 feet, with a chord which bears N09°43'22”W, a distance of 74.06 feet, and a central angle of 10°55'29", to a point on the southerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said southerly right-of-way, S68°33'55”E, a distance of 41.97 feet; Thence leaving said southerly right-of-way N00°04'01”W, a distance of 85.98 feet; Thence N68°33'55”W, a distance of 158.82 feet; Thence N02°01'24”W, a distance of 1.69 feet, to the northerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said northerly right-of-way the following nine courses and distances, along the arc of 992.50 foot radius non-tangent curve to the left for a distance of 12.30 feet, with a chord which bears S76°01'57”E, a distance of 12.30 feet, and a central angle of 00°42'36"; Thence N69°40'43”E, a distance of 7.19 feet; Thence S77°10'46”E, a distance of 15.39 feet; Thence S44°02'15”E, a distance of 7.19 feet; Thence S78°01'51”E, a distance of 2.37 feet; Thence along the arc of 149.00 foot radius curve to the left for a distance of 40.34 feet, with a chord which bears S85°51'56”E, a distance of 40.22 feet, and a central angle of 15°30'48"; Thence along the arc of 251.00 foot radius curve to the right for a distance of 18.86 feet, with a chord which bears N88°31'49”E, a distance of 18.86 feet, and a central angle of 04°18'22"; Thence along the arc of 247.50 foot radius curve to the left for a distance of 37.34 feet, with a chord which bears N86°21'46”E, a distance of 37.30 feet, and a central angle of 08°38'35"; Thence along the arc of 16.00 foot radius curve to the left for a distance of 12.70 feet, with a chord which bears N59°18'36”E, a distance of 12.37 feet, and a central angle of 45°28'54", to a point on the westerly right-of-way of 23 Road; Thence along said westerly right-

of-way the following six courses and distances, N00°04'01”W, a distance of 82.72 feet; Thence N17°56'50”W, a distance of 4.25 feet; Thence along the arc of 271.50 foot radius curve to the right for a distance of 81.20 feet, with a chord which bears N09°22'44”W, a distance of 80.90 feet, and a central angle of 17°08'11"; Thence N00°48'37”W, a distance of 14.63 feet; Thence S89°55'59”W, a distance of 15.42 feet; Thence N00°04'01”W, a distance of 390.88 feet, to the Point of Beginning.

Said parcel of land CONTAINING 134,515 Square Feet or 3.09 Acres, more or less.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 2nd day of December, 2026, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner’s consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.

2. Pursuant to the State’s Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the 21st day of October 2026.

_____

Laural Lutz (Cole)
President of the Council

Attest:

Selestina Sandoval
City Clerk

NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

_____
Selestina Sandoval
City Clerk

DATES PUBLISHED
November 7, 2026
November 14, 2026
November 21, 2026
November 28, 2026

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. XXXX

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF GRAND JUNCTION, COLORADO REDLANDS 360 NO. 2, 3, 4, AND 5 ANNEXATION

APPROXIMATELY 5 ACRES LOCATED ON EASTER HILL, SOUTH BROADWAY, 23 ROAD, BROADWAY (STATE HWY 340) AND A PORTION OF ALCOVE DR IN THE REDLANDS

WHEREAS, on the 21st day of October, 2026, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 7th day of November, 2025; and

WHEREAS, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situated in Mesa County, Colorado, and described to wit:

REDLANDS 360 ANNEXATION NO.2
Legal Description

A parcel of land located in the northeast quarter (NE1/4) of Section 18, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Sixteenth Corner (NE 1/16) of said Section 18, whence the North Sixteenth corner on the East line of said Section 18 bears N89°57'37”E, a distance of 1,310.36 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence N11°38'32”E, a distance of 591.51 feet to a point on the easterly right-of-way of Easter Hill Drive, and the Point of Beginning;

Thence along said easterly right-of-way S40°26'15"W, a distance of 402.40 feet, to a northerly corner of the Redlands 360 Annexation (Ordinance No. 4944); thence continuing on said easterly right-of-way and annexation line, S40°26'15"W, a distance of 38.18 feet; thence continuing on said easterly right-of-way and annexation line, S44°02'15"W, a distance of 866.20 feet; Leaving said easterly right-of-way on the southerly right-of-way of Easter Hill Drive and

said annexation line, N74°39'45"W, a distance of 57.00 feet; Thence leaving said southerly right-of-way and said annexation line, N44°02'15"E, a distance of 892.00 feet, along the westerly right-of-way of Easter Hill Drive; Thence continuing along said westerly right-of-way N40°24'39"E, a distance of 439.01 feet; Thence leaving said westerly right-of-way along the southerly right-of-way of South Broadway S49°33'45"E, a distance of 50.20 feet, to the Point of Beginning;

Said parcel of land CONTAINING 65,986 Square Feet or 1.52 Acres, more or less.

REDLANDS 360 ANNEXATION NO.3
Legal Description

A parcel of land located in the northeast quarter (NE1/4) of the northeast quarter (NE1/4) of Section 18, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the North Sixteenth corner on the East line of said Section 18, whence the Northeast Sixteenth Corner (NE 1/16) of said Section 18 bears S89°57'37”W, a distance of 1,310.36 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence along the southerly line of said NE1/4 NE1/4, S89°57'37”W a distance of 473.04 feet to the Point of Beginning;

Thence along the southerly line of said NE1/4 NE1/4 of said section, also being the northerly line of the Redlands 360 Annexation (Ordinance No. 4944), S89°57'37"W, a distance of 38.51 feet; thence along the southwesterly right-of-way of South Broadway and the northerly line of said Redlands 360 Annexation (Ordinance No. 4944), N49°33'45"W, a distance of 592.43 feet; Leaving said southwesterly right-of-way, and said northerly line, N40°26'15"E, a distance of 25.00 feet; Thence S49°33'45"E, a distance of 621.72 feet, to the Point of Beginning;

Said parcel of land CONTAINING 15,177 Square Feet or 0.35 Acres, more or less.

REDLANDS 360 ANNEXATION NO.4
Legal Description

A parcel of land, located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 18, and the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 17 of Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 18 whence the North Sixteenth Corner (N 1/16) on the east line of the northeast quarter of the northeast quarter (NE1/4 SE1/4) of said Section 18 bears S00°04'01”E, a distance of 1,319.48 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence along the East line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 18 S00°04'01”E, a distance of 268.10 feet, to a corner of the Davis Annexation (Ordinance No. 4154) and the Point of Beginning;

Thence along the Davis Annexation (Ordinance No. 4154), and along the easterly line of the 30.00 foot right-of-way dedicated at Reception Number 1808688, S00°04'01”E, a distance of

226.38 feet; thence continuing along said Davis Annexation leaving said westerly right-of-way, N89°19'10”E, a distance of 25.00 feet; Thence leaving said Davis Annexation line, S00°04'01”E, a distance of 560.39 feet; Thence S89°55'59”W, a distance of 2.00 feet; Thence N00°04'01”W, a distance of 558.37 feet; Thence S89°19'10”W, a distance of 25.00 feet; Thence N00°04'01”W, a distance of 226.40 feet; Thence S89°56'01”W, a distance of 28.00 feet, to point on the westerly right-of-way of 23 Road; Thence along said westerly right-of-way, N00°04'01”W, a distance of 2.00 feet, to the southeast corner of the Davis Annexation (Ordinance No. 4154), Thence along said Davis Annexation, N89°56'01”E, a distance of 30.00 feet, to the Point of Beginning.

Said parcel of land CONTAINING 1,680 Square Feet or 0.04 Acres, more or less.

REDLANDS 360 ANNEXATION NO.5
Legal Description

A parcel of land, located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 18, and the West Half of the Northwest Quarter (W1/2 NW1/4) of Section 17, of Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 18 whence the North Sixteenth Corner (N 1/16) on the east line of the Northeast Quarter (NE1/4) of said Section 18 bears S00°04'01”E, a distance of 1,319.48 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence S06°16'15”W, a distance of 271.76 feet, to a point on the westerly right-of-way of 23 Road, and the southwestern corner of the Redlands 360 Annexation No. 4, also being the Point of Beginning;

Thence along the Redlands 360 Annexation No. 4 the following six courses and distances, N89°56'01”E, a distance of 28.00 feet, S00°04'01”E, a distance of 226.40 feet; N89°19'10”E, a distance of 25.00 feet; S00°04'01”E, a distance of 558.37 feet; Thence N89°55'59”E, a distance of 2.00 feet; Thence N00°04'01”W, a distance of 560.39 feet; Thence leaving said Redlands 360 No. 4 Annexation N89°19'59”E, a distance of 2.25 feet, to a point on the easterly right-of-way of 23 Road; Thence along said easterly right-of-way the following six courses and distances, S00°48'37”E, a distance of 169.58 feet; Thence along the arc of 225.06 foot radius curve to the left for a distance of 116.50 feet, with a chord which bears S15°38'28”E, a distance of 115.20 feet, and a central angle of 29°39'27"; Thence along the arc of 43.00 foot radius curve to the left for a distance of 16.67 feet, with a chord which bears S39°21'21”E, a distance of 16.57 feet, and a central angle of 22°13'04"; Thence along the arc of 57.00 foot radius curve to the right for a distance of 18.10 feet, with a chord which bears S41°21'57”E, a distance of 18.02 feet, and a central angle of 18°11'23"; Thence S32°16'07"E, a distance of 27.52 feet; Thence along the arc of 214.00 foot radius curve to the right for a distance of 60.29 feet, with a chord which bears S24°11'53”E, a distance of 60.09 feet, and a central angle of 16°08'30", to a point on the northerly right-of-way of Alcove Drive; Thence along said northerly right-of-way, S89°47'06”E, a distance of 398.91 feet; Thence leaving said northerly right-of-way, S00°12'54”W, a distance of 50.03 feet, to a point on the southerly right-of-way of Alcove Drive; Thence along said southerly right-of-way, N89°47'06”W, a distance of 198.37 feet; Thence along the arc of 86.00 foot radius non-tangent curve to the left for a distance of 58.83 feet, with a chord which bears S39°54'53”W, a distance of 57.69 feet, and a central angle of 39°11'48"; Thence along the arc of 33.50 foot radius curve to the left for a distance of 30.85 feet, with a chord which bears S06°03'44”E, a distance of 29.77 feet, and a central angle of 52°45'39", to a point on the northerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said Highway

340 the following three courses and distances, along the arc of a 637.50 foot radius curve to the right for a distance of 78.86 feet, with a chord which bears S64°34'30”E, a distance of 78.81 feet, and a central angle of 07°05'15"; Thence S61°01'53”E, a distance of 16.28 feet; Thence S68°33'55”E, a distance of 184.02 feet; Thence leaving said northerly right-of-way, S21°06'24”W, a distance of 80.00 feet, to a point on the southerly right-of-way of said Highway 340; Thence along said southerly right-of-way N68°33'55”W, a distance of 458.35 feet, to a point on the westerly right-of-way or 23 Road; Thence along said westerly right-of-way the following ten courses and distances, N89°47'06”W, a distance of 11.60 feet; Thence along the arc of 50.50 foot radius non-tangent curve to the left for a distance of 45.06 feet, with a chord which bears S53°56'09”W, a distance of 43.58 feet, and a central angle of 51°07'45"; Thence along the arc of 74.50 foot radius curve to the left for a distance of 31.00 feet, with a chord which bears S16°27'01”W, a distance of 30.78 feet, and a central angle of 23°50'37"; Thence along the arc of 599.00 foot radius curve to the left for a distance of 44.70 feet, with a chord which bears S02°23'30”W, a distance of 44.69 feet, and a central angle of 04°16'33"; Thence along the arc of a 599.05 foot radius curve to the left for a distance of 3.37 feet, with a chord which bears S00°41'06”W, a distance of 3.37 feet, and a central angle of 00°19'20"; Thence S00°04'01”E, a distance of 196.63 feet; Thence N89°47'21”W, a distance of 0.46 feet; Thence S00°04'07”E, a distance of 14.08 feet; Thence along the arc of 200.50 foot radius curve to the right for a distance of 77.65 feet, with a chord which bears S11°01'38”W, a distance of 77.17 feet, and a central angle of 22°11'27"; Thence along the arc of 227.50 foot radius curve to the right for a distance of 37.09 feet, with a chord which bears S26°47'38”W, a distance of 37.05 feet, and a central angle of 09°20'28"; To a point on the easterly line of the Redlands 360 Annexation (Ordinance No. 4944); Thence along said Redlands 360 Annexation N00°02'39”W, a distance of 123.01 feet, to the North 1/16 corner of said Sections 17 and 18; Thence continuing along said Redlands 360 Annexation S89°55'59”W, a distance of 12.00 feet, to the westerly right-of-way of 23 Road; Thence along said westerly right-of-way the following nine courses and distances, N00°04'01”W, a distance of 107.44 feet; Thence N45°04'07”W, a distance of 1.36 feet; Thence N00°23'22”W, a distance of 10.82 feet; Thence N44°30'34”E, a distance of 1.40 feet; Thence along the arc of 581.00 foot radius curve to the left for a distance of 33.04 feet, with a chord which bears N02°37'55”W, a distance of 33.04 feet, and a central angle of 03°15'31"; Thence N04°15'41”W, a distance of 75.30 feet; Thence along the arc of 149.00 foot radius curve to the left for a distance of 24.12 feet, with a chord which bears N08°53'54”W, a distance of 24.09 feet, and a central angle of 09°16'25"; Thence along the arc of 157.00 foot radius curve to the right for a distance of 25.42 feet, with a chord which bears N08°53'54”W, a distance of 25.39 feet, and a central angle of 09°16'34"; Thence along the arc of 389.00 foot radius curve to the left for a distance of 74.17 feet, with a chord which bears N09°43'22”W, a distance of 74.06 feet, and a central angle of 10°55'29", to a point on the southerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said southerly right-of-way, S68°33'55”E, a distance of 41.97 feet; Thence leaving said southerly right-of-way N00°04'01”W, a distance of 85.98 feet; Thence N68°33'55”W, a distance of 158.82 feet; Thence N02°01'24”W, a distance of 1.69 feet, to the northerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said northerly right-of-way the following nine courses and distances, along the arc of 992.50 foot radius non-tangent curve to the left for a distance of 12.30 feet, with a chord which bears S76°01'57”E, a distance of 12.30 feet, and a central angle of 00°42'36"; Thence N69°40'43”E, a distance of 7.19 feet; Thence S77°10'46”E, a distance of 15.39 feet; Thence S44°02'15”E, a distance of 7.19 feet; Thence S78°01'51”E, a distance of 2.37 feet; Thence along the arc of 149.00 foot radius curve to the left for a distance of 40.34 feet, with a chord which bears S85°51'56”E, a distance of 40.22 feet, and a central angle of 15°30'48"; Thence along the arc of 251.00 foot radius curve to the right for a distance of 18.86 feet, with a chord which bears N88°31'49”E, a distance of 18.86 feet, and a central angle of 04°18'22"; Thence along the arc of 247.50 foot radius curve to the left for a distance of 37.34

feet, with a chord which bears N86°21'46”E, a distance of 37.30 feet, and a central angle of 08°38'35"; Thence along the arc of 16.00 foot radius curve to the left for a distance of 12.70 feet, with a chord which bears N59°18'36”E, a distance of 12.37 feet, and a central angle of 45°28'54", to a point on the westerly right-of-way of 23 Road; Thence along said westerly right-of-way the following six courses and distances, N00°04'01”W, a distance of 82.72 feet; Thence N17°56'50”W, a distance of 4.25 feet; Thence along the arc of 271.50 foot radius curve to the right for a distance of 81.20 feet, with a chord which bears N09°22'44”W, a distance of 80.90 feet, and a central angle of 17°08'11"; Thence N00°48'37”W, a distance of 14.63 feet; Thence S89°55'59”W, a distance of 15.42 feet; Thence N00°04'01”W, a distance of 390.88 feet, to the Point of Beginning.

Said parcel of land CONTAINING 134,515 Square Feet or 3.09 Acres, more or less.

And depicted in Exhibit A
Shall be annexed to the City limits of Grand Junction.

INTRODUCED on first reading on the 21st day of October, 2026 and ordered published in pamphlet form.

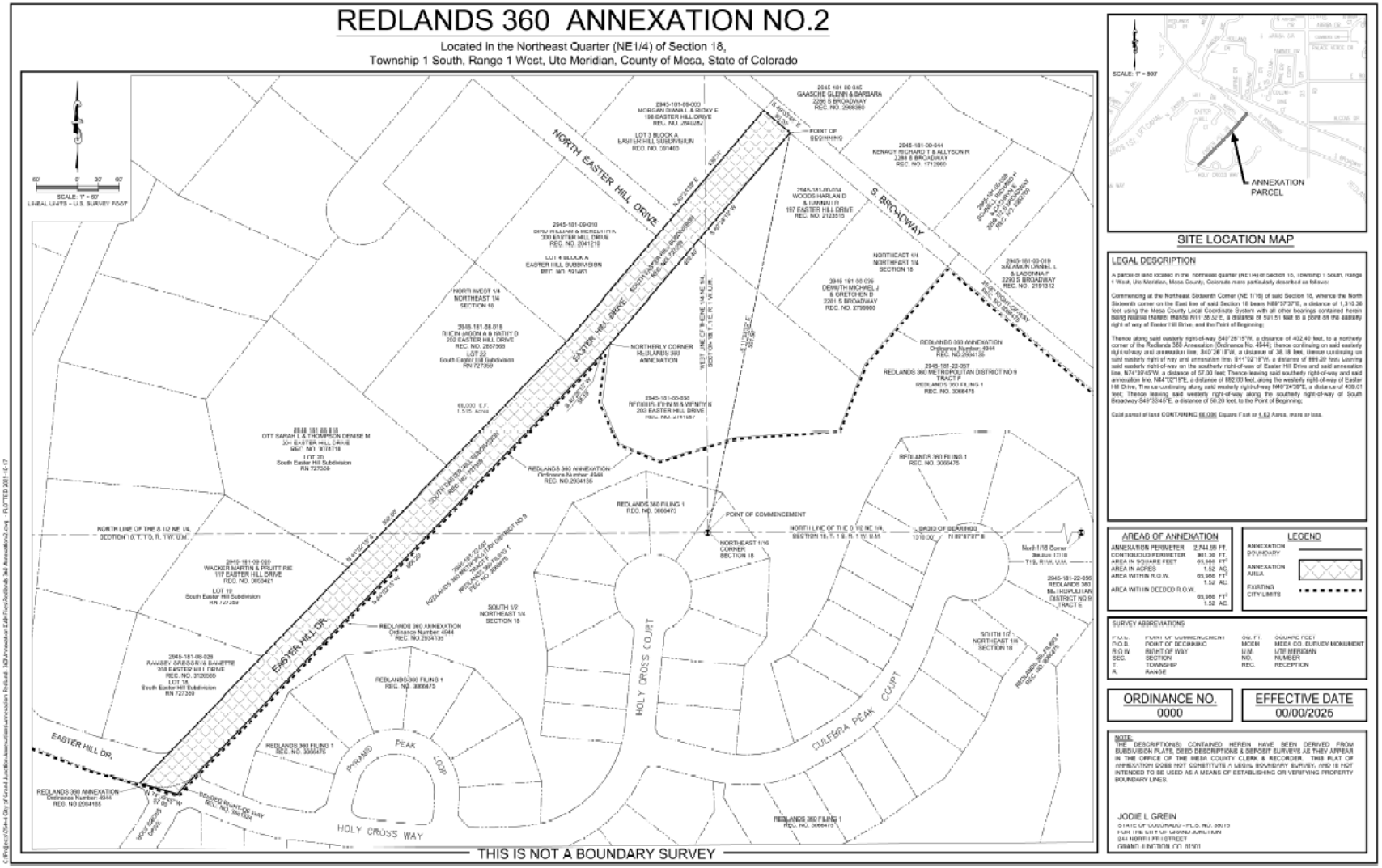
ADOPTED on second reading the 2nd day of December, 2026 and ordered published in pamphlet form.

_____
President of the Council

Attest:

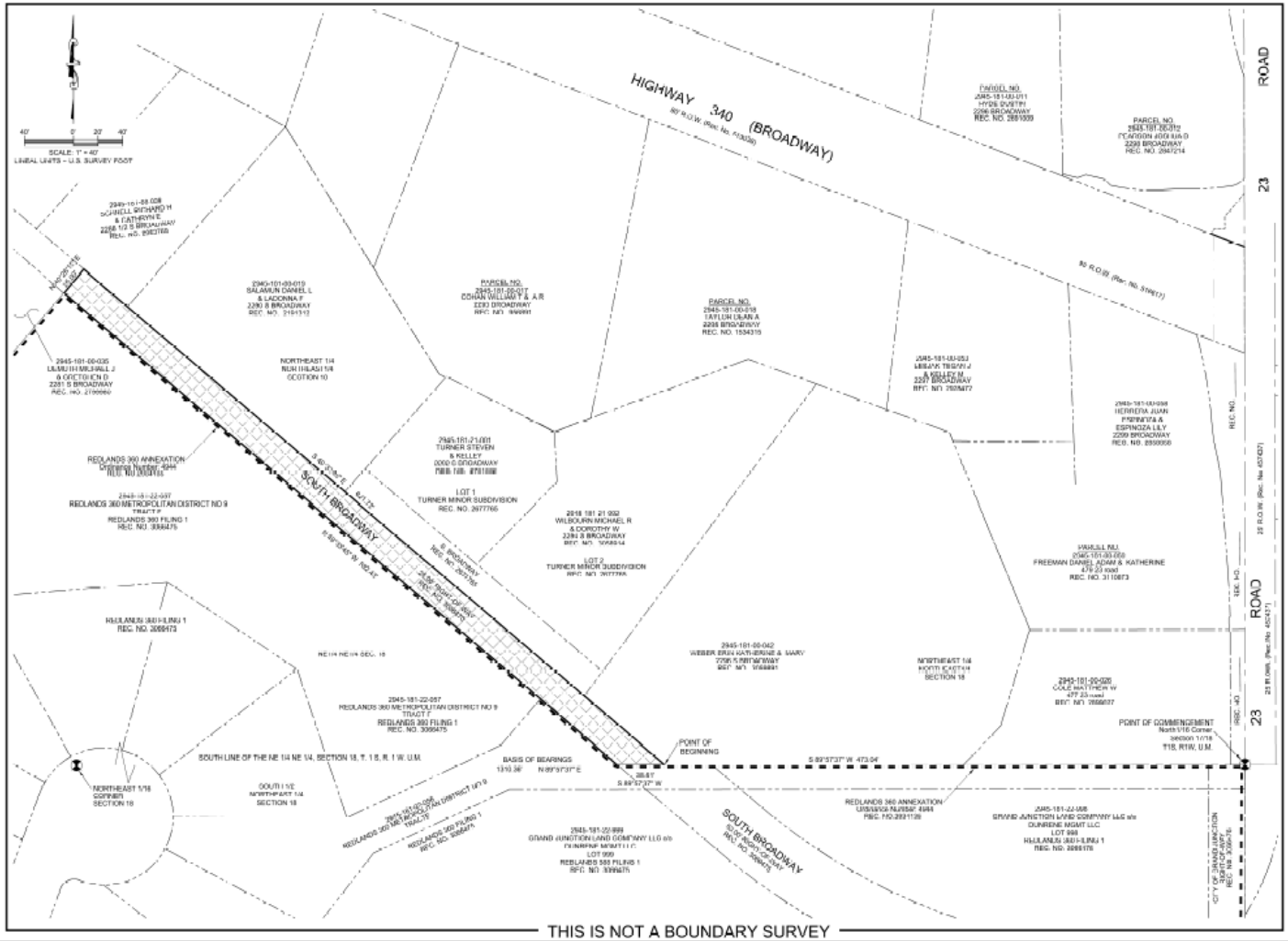
_____
City Clerk

EXHIBIT A


REDLANDS 360 ANNEXATION NO.2
Located in the Northeast Quarter (NE1/4) of Section 18,
Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado
NORTH EASTER HILL DRIVE
EASTER HILL DRIVE
S. BROADWAY
HOLY CROSS COURT
CULEBRA PEAK COURT
HOLY CROSS WAY
PYRAMID PEAK LOOP
POINT OF BEGINNING
POINT OF COMMENCEMENT
BASIS OF BEARINGS
SOUTH 1/2 NORTHEAST 1/4 SECTION 18
REDLANDS 360 ANNEXATION Ordinance Number 4944 REC. NO.2934135
REDLANDS 360 FILING 1 REC. NO. 3066473
REDLANDS 360 METROPOLITAN DISTRICT NO 9 TRACT F REDLANDS 360 FILING 1 REC. NO. 3066475
SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT
SITE LOCATION MAP
ANNEXATION PARCEL
LEGAL DESCRIPTION
AREAS OF ANNEXATION
ANNEXATION PERIMETER 2,744.99 FT
CONTIGUOUS PERIMETER 901.36 FT
AREA IN SQUARE FEET 65,986 FT²
AREA IN ACRES 1.52 AC
AREA WITHIN R.O.W. 65,986 FT² 1.52 AC
AREA WITHIN DEDICD R.O.W. 65,986 FT² 1.52 AC
LEGEND
ANNEXATION BOUNDARY
ANNEXATION AREA
EXISTING CITY LIMITS
SURVEY ABBREVIATIONS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
SEC. SECTION
T. TOWNSHIP
R. RANGE
SQ. FT. SQUARE FEET
MCSM MESA CO. SURVEY MONUMENT
U.M. UTE MERIDIAN
NO. NUMBER
REC. RECEPTION
ORDINANCE NO. 0000
EFFECTIVE DATE 00/00/2025
NOTE
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A MESA BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.
JODIE L GREIN
244 NORTH 7TH STREET
GRAND JUNCTION, CO 81501
THIS IS NOT A BOUNDARY SURVEY
NOTICE
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
DRAWN BY: JLG DATE: 10/1/2025
REVIEWED BY: JAM DATE: 10/17/2025
CHECKED BY: JAM DATE: 10/17/2025
APPROVED BY: JLG DATE: 10/17/2025
SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT
CITY OF Grand Junction COLORADO
Engineering & Transportation Department
244 North 7th Street - Grand Junction, CO 81501
REDLANDS 360 ANNEXATION NO.2
Located in the Northeast Quarter (NE1/4) of Section 18, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado
1 OF 1

REDLANDS 360 ANNEXATION NO.3

Located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 18, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado



THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

LEGAL DESCRIPTION

A parcel of land located in the northeast quarter (NE1/4) of the northeast quarter (NE1/4) of Section 18, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the North Sixteenth corner on the East line of said Section 18, whence the Northeast Sixteenth Corner (NE 1/16) of said Section 18 bears S89°57'37"W, a distance of 1,310.36 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence along the southerly line of said NE1/4 NE1/4, S89°57'37"W a distance of 473.04 feet to the Point of Beginning;

I thence along the southerly line of said NE1/4 NE1/4 of said section, also being the northerly line of the Redlands 360 Annexation (Ordinance No. 4944), S89°57'37"W, a distance of 38.01 feet; thence along the southwesterly right-of-way of South Broadway and the northerly line of said Redlands 360 Annexation (Ordinance No. 4944), N40°33'45"W, a distance of 592.43 feet; Leaving said southwesterly right-of-way, and said northerly line, N49°26'15"E, a distance of 35.00 feet; Thence S40°33'45"E, a distance of 621.72 feet, to the Point of Beginning.

Said parcel of land CONTAINING 15,177 Square Feet or 0.35 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	1,277.67	FT
CONTIGUOUS PERIMETER	592.43	FT
AREA IN SQUARE FEET	15,177	FT²
AREA IN ACRES	0.35	AC
AREA WITHIN R.O.W.	15,177	FT²
	0.35	AC
AREA WITHIN DEEDED R.O.W.	15,177	FT²
	0.35	AC

LEGEND

ANNEXATION BOUNDARY

ANNEXATION AREA

EXISTING CITY LIMITS

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T.	TOWNSHIP	REC.	RECEPTION
R.	RANGE		

ORDINANCE NO.	EFFECTIVE DATE
0000	00/00/2025

NOTE:
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JODIE L GREIN
STATE OF COLORADO - P.L.S. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO. 81501

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY:	JLG	DATE: 10/14/2025
REVIEWED BY:	JAM	DATE: 10/14/2025
CHECKED BY:	JAM	DATE: 10/14/2025
APPROVED BY:	JLG	DATE: 10/14/2025

SCALE: 1" = 40'
LINEAL UNITS = U.S. SURVEY FOOT

CITY OF Grand Junction COLORADO

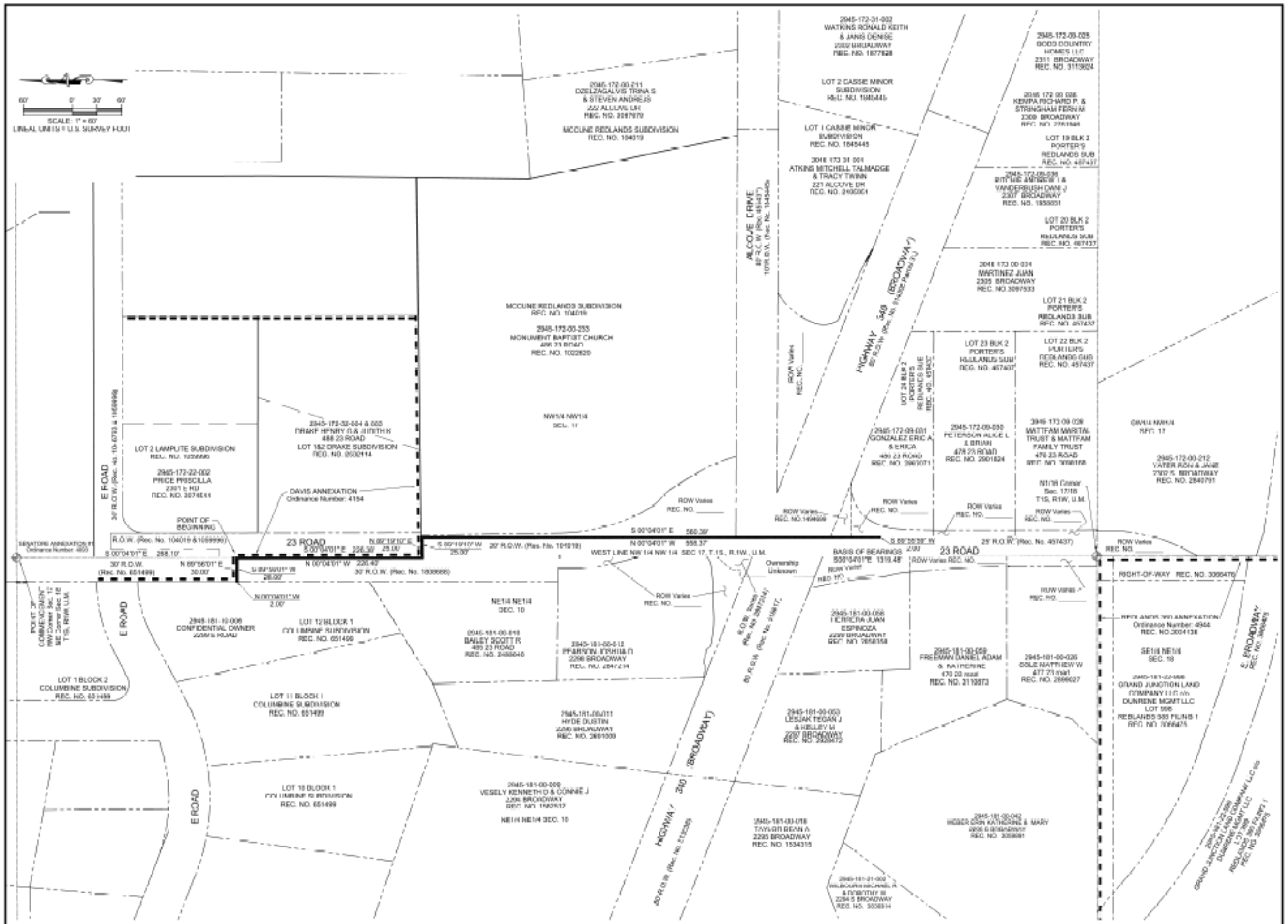
Engineering & Transportation Department
244 North 7th Street - Grand Junction, CO. 81501

REDLANDS 360 ANNEXATION NO.3
Located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 18, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

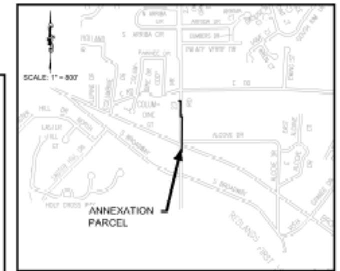
1 OF 1

REDLANDS 360 ANNEXATION NO.4

Located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 18, and the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 17, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado



THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

LEGAL DESCRIPTION

A parcel of land, located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 18, and the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 17 of Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 18 whence the North Sixteenth Corner (N 1/16) on the east line of the northeast quarter of the northeast quarter (NE1/4 SE1/4) of said Section 18 bears S00°04'01"E, a distance of 1,319.48 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence along the East line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 18 S00°04'01"E, a distance of 288.10 feet, to a corner of the Davis Annexation (Ordinance No. 4154) and the Point of Beginning;

Thence along the Davis Annexation (Ordinance No. 4154), and along the easterly line of the 30.00 foot right of way dedicated at Reception Number 1808686, S00°04'01"E, a distance of 226.38 feet; thence continuing along said Davis Annexation leaving said westerly right-of-way, N89°19'10"E, a distance of 25.00 feet; Thence leaving said Davis Annexation line, S00°04'01"E, a distance of 560.39 feet; Thence S89°55'59"W, a distance of 2.00 feet; Thence N00°04'01"W, a distance of 558.37 feet; Thence S89°19'10"W, a distance of 25.00 feet; Thence N00°04'01"W, a distance of 226.40 feet; Thence S89°56'01"W, a distance of 28.00 feet, to point on the westerly right-of-way of 23 Road; Thence along said westerly right-of-way, N00°04'01"W, a distance of 2.00 feet, to the southeast corner of the Davis Annexation (Ordinance No. 4154); Thence along said Davis Annexation, N89°56'01"E, a distance of 30.00 feet, to the Point of Beginning.

Said parcel of land CONTAINING 1,680 Square Feet or 0.04 Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	1,683.54 FT.
CONTIGUOUS PERIMETER	281.38 FT.
AREA IN SQUARE FEET	1,680 FT²
AREA IN ACRES	0.04 AC.
AREA WITHIN R.O.W.	1,683.54 FT²
	0.04 AC.
AREA WITHIN DEEDED R.O.W.	1,683.54 FT²
	0.04 AC.

LEGEND

- ANNEXATION BOUNDARY
- ANNEXATION AREA
- EXISTING CITY LIMITS

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T.	TOWNSHIP	REC.	RECEPTION
R.	RANGE		

ORDINANCE NO. 0000

EFFECTIVE DATE 00/00/2025

NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

JODIE L GREIN
STATE OF COLORADO - PLS. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO 81501

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY:	JLG	DATE:	10/20/2025
REVIEWED BY:	JAM	DATE:	10/20/2025
CHECKED BY:	JAM	DATE:	10/20/2025
APPROVED BY:	JLG	DATE:	10/20/2025

SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT

City of Grand Junction COLORADO

Engineering & Transportation Department
244 North 7th Street - Grand Junction, CO. 81501

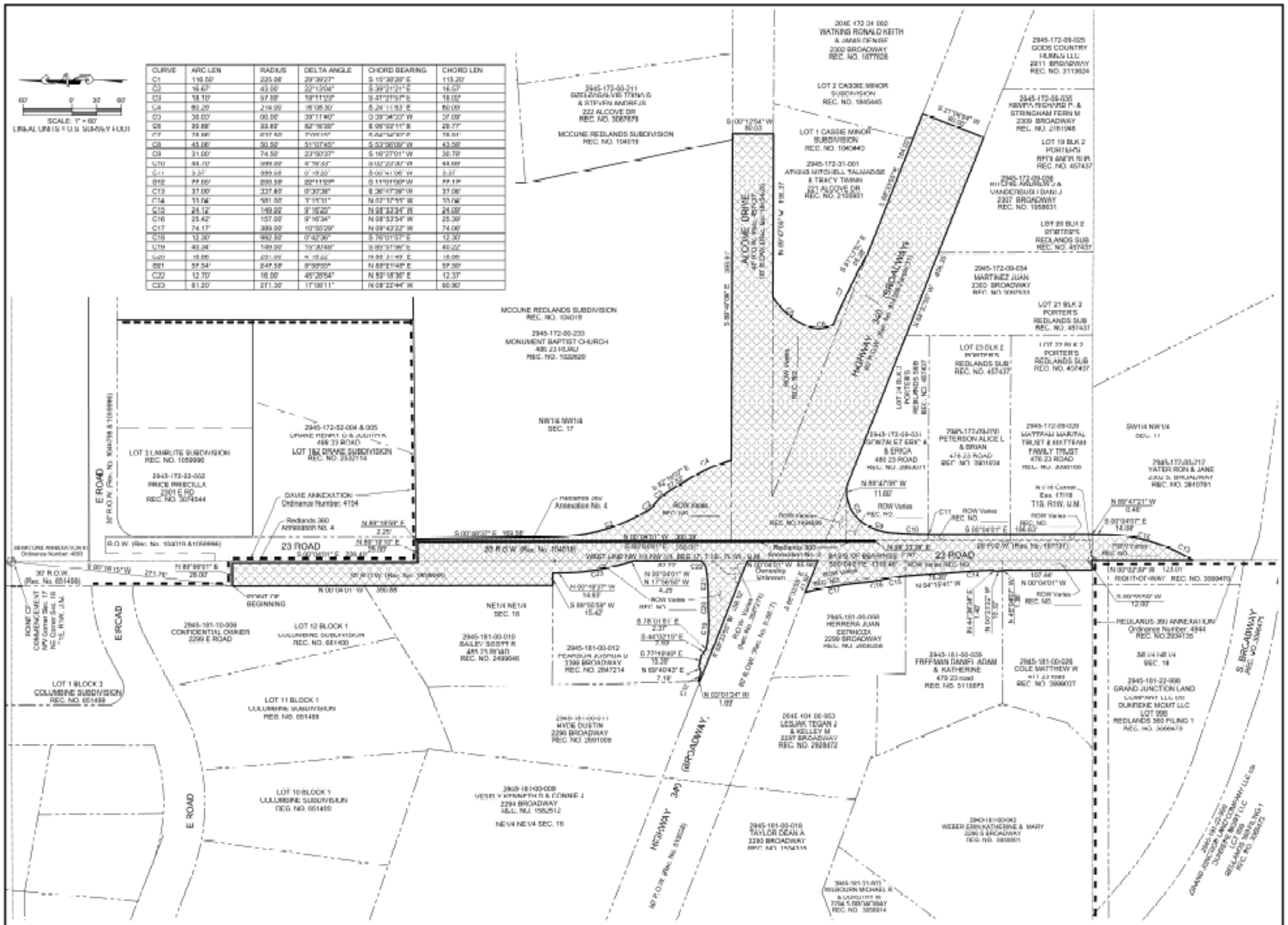
REDLANDS 360 ANNEXATION NO.4
Located in the NE1/4 of the NE1/4, Section 18, and the NW1/4 of the NW1/4, Section 17
Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

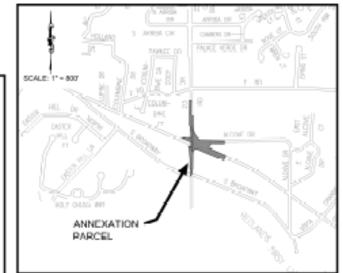
1 OF 1

REDLANDS 360 ANNEXATION NO. 5

Located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 18, and the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 17, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

CURVE	ARC LEN	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	116.50'	225.06'	29°39'27"	S 15°38'28" E	115.20'
C2	16.67'	43.00'	22°13'04"	S 39°21'21" E	16.57'
C3	18.10'	57.00'	18°11'23"	S 41°21'57" E	18.02'
C4	60.29'	214.00'	16°08'30"	S 24°11'53" E	60.09'
C5	38.00'	60.00'	39°11'40"	S 39°34'30" W	37.09'
C6	29.88'	33.89'	52°16'28"	S 26°03'11" E	28.77'
C7	78.88'	637.50'	7°05'19"	S 64°34'30" E	78.81'
C8	45.06'	50.50'	51°07'45"	S 53°56'09" W	43.58'
C9	31.00'	74.50'	23°50'37"	S 16°27'01" W	30.78'
C10	44.70'	599.00'	4°16'34"	S 02°25'30" W	44.69'
C11	3.37'	599.00'	0°19'20"	S 00°41'06" W	3.37'
C12	77.65'	203.58'	22°11'29"	S 11°01'50" W	77.17'
C13	37.00'	337.80'	0°30'38"	S 38°47'38" W	37.08'
C14	33.04'	581.00'	3°15'31"	N 02°17'55" W	33.04'
C15	24.12'	149.00'	9°16'25"	N 08°53'54" W	24.09'
C16	25.42'	157.00'	9°16'34"	N 08°53'54" W	25.39'
C17	74.17'	389.00'	10°55'29"	N 09°43'22" W	74.06'
C18	12.30'	992.50'	0°42'36"	S 76°01'57" E	12.30'
C19	40.34'	149.00'	15°30'48"	S 85°51'36" E	40.22'
C20	16.65'	221.00'	4°19'22"	N 88°31'42" E	16.65'
C21	57.54'	247.58'	8°38'55"	N 88°21'48" E	57.50'
C22	12.70'	16.00'	45°28'54"	N 50°18'36" E	12.37'
C23	81.20'	271.30'	17°08'11"	N 08°22'44" W	80.90'





SITE LOCATION MAP

LEGAL DESCRIPTION

SEE SHEET 2

AREAS OF ANNEXATION

ANNEXATION PERIMETER	5,346.52 FT.
CONTIGUOUS PERIMETER	1,330.17 FT.
AREA IN SQUARE FEET	134,515 FT²
AREA IN ACRES	3.09 AC.
AREA WITHIN R.O.W.	134,515 FT² 3.09 AC.
AREA WITHIN DEEDED R.O.W.	134,515 FT² 3.09 AC.

LEGEND

ANNEXATION BOUNDARY
ANNEXATION AREA
EXISTING CITY LIMITS

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T.	TOWNSHIP	REC.	RECEPTION
R.	RANGE		

ORDINANCE NO. 0000

EFFECTIVE DATE 00/00/2025

NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

JODIE L GREIN
STATE OF COLORADO - P.L.S. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO 81501

THIS IS NOT A BOUNDARY SURVEY

NOTICE:
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DRAWN BY:	JLG	DATE: 10/20/2025
REVIEWED BY:	JAM	DATE: 10/20/2025
CHECKED BY:	JAM	DATE: 10/20/2025
APPROVED BY:	JLG	DATE: 10/20/2025

SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT

CITY OF Grand Junction COLORADO

Engineering & Transportation Department
244 North 7th Street – Grand Junction, CO. 81501

REDLANDS 360 ANNEXATION NO. 5
Located in the NE1/4 of the NE1/4, Section 18, and the W1/2 of the NW1/4, Section 17
Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

1 OF 2

REDLANDS 360 ANNEXATION NO. 5

Located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 18, and the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 17, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

LEGAL DESCRIPTION

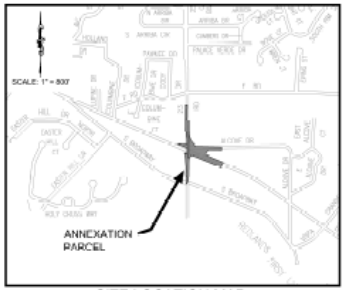
A parcel of land, located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 18, and the West Half of the Northwest Quarter (W1/2 NW1/4) of Section 17, of Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northeast Corner of said Section 18 whence the North Sixteenth Corner (N 1/16) on the east line of the Northeast Quarter (NE1/4) of said Section 18 bears S00°04'01"E, a distance of 1,319.48 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence S06°16'15"W, a distance of 271.76 feet, to a point on the westerly right-of-way of 23 Road, and the southwestern corner of the Redlands 360 Annexation No. 4, also being the Point of Beginning;

Thence along the Redlands 360 Annexation No. 4 the following six courses and distances, N89°56'01"E, a distance of 28.00 feet, S00°04'01"E, a distance of 226.40 feet; N89°19'10"E, a distance of 25.00 feet; S00°04'01"E, a distance of 558.37 feet; Thence N89°55'59"E, a distance of 2.00 feet; Thence N00°04'01"W, a distance of 560.39 feet; Thence leaving said Redlands 360 No. 4 Annexation N89°19'59"E, a distance of 2.25 feet, to a point on the easterly right-of-way of 23 Road; Thence along said easterly right-of-way the following six courses and distances, S00°48'37"E, a distance of 169.58 feet; Thence along the arc of 225.06 foot radius curve to the left for a distance of 116.50 feet, with a chord which bears S15°38'28"E, a distance of 115.20 feet, and a central angle of 29°39'27"; Thence along the arc of 43.00 foot radius curve to the left for a distance of 16.67 feet, with a chord which bears S39°21'21"E, a distance of 16.57 feet, and a central angle of 22°13'04"; Thence along the arc of 57.00 foot radius curve to the right for a distance of 18.10 feet, with a chord which bears S41°21'57"E, a distance of 18.02 feet, and a central angle of 18°11'23"; Thence S32°16'07"E, a distance of 27.52 feet; Thence along the arc of 214.00 foot radius curve to the right for a distance of 60.29 feet, with a chord which bears S24°11'53"E, a distance of 60.09 feet, and a central angle of 16°08'30", to a point on the northerly right-of-way of Alcove Drive; Thence along said northerly right-of-way, S89°47'06"E, a distance of 398.91 feet; Thence leaving said northerly right-of-way, S00°12'54"W, a distance of 50.03 feet, to a point on the southerly right-of-way of Alcove Drive; Thence along said southerly right-of-way, N89°47'06"W, a distance of 198.37 feet; Thence along the arc of 86.00 foot radius non-tangent curve to the left for a distance of 58.83 feet, with a chord which bears S39°54'53"W, a distance of 57.69 feet, and a central angle of 39°11'48", Thence along the arc of 33.50 foot radius curve to the left for a distance of 30.85 feet, with a chord which bears S06°03'44"E, a distance of 29.77 feet, and a central angle of 52°45'39", to a point on the northerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said Highway 340 the following three courses and distances, along the arc of a 637.50 foot radius curve to the right for a distance of 78.86 feet, with a chord which bears S64°34'30"E, a distance of 78.81 feet, and a central angle of 07°05'15"; Thence S61°01'53"E, a distance of 16.28 feet; Thence S68°33'55"E, a distance of 184.02 feet; Thence leaving said northerly right-of-way, S21°06'24"W, a distance of 80.00 feet, to a point on the southerly right-of-way of said Highway 340, Thence along said southerly right-of-way N68°33'55"W, a distance of 458.35 feet, to a point on the westerly right-of-way or 23 Road; Thence along said westerly right-of-way the following ten courses and distances, N89°47'06"W, a distance of 11.60 feet; Thence along the arc of 50.50 foot radius non-tangent curve to the left for a distance of 45.06 feet, with a chord which bears S53°56'09"W, a distance of 43.58 feet, and a central angle of 51°07'45"; Thence along the arc of 74.50 foot radius curve to the left for a distance of 31.00 feet, with a chord which bears S16°27'01"W, a distance of 30.78 feet, and a central angle of 23°50'37"; Thence along the arc of 599.00 foot radius curve to the left for a distance of 44.70 feet, with a chord which bears S02°23'30"W, a distance of 44.69 feet, and a central angle of 04°16'33"; Thence along the arc of a 599.05 foot radius curve to the left for a distance of 3.37 feet, with a chord which bears S00°41'06"W, a distance of 3.37 feet, and a central angle of 00°19'20"; Thence S00°04'01"E, a distance of 196.63 feet; Thence N89°47'21"W, a distance of 0.46 feet; Thence S00°04'07"E, a distance of 14.08 feet; Thence along the arc of 200.50 foot radius curve to the right for a distance of 77.65 feet, with a chord which bears S11°01'38"W, a distance of 77.17 feet, and a central angle of 22°11'27"; Thence along the arc of 227.50 foot radius curve to the right for a distance of 37.09 feet, with a chord which bears S26°47'38"W, a distance of 37.05 feet, and a central angle of 09°20'28"; To a point on the easterly line of the Redlands 360 Annexation (Ordinance No. 4944); Thence along said Redlands 360 Annexation N00°02'39"W, a distance of 123.01 feet, to the North 1/16 corner of said Sections 17 and 18; Thence continuing along said Redlands 360 Annexation S89°55'59"W, a distance of 12.00 feet, to the westerly right-of-way of 23 Road; Thence along said westerly right-of-way the following nine courses and distances, N00°04'01"W, a distance of 107.44 feet; Thence N45°04'07"W, a distance of 1.36 feet; Thence N00°23'22"W, a distance of 10.82 feet; Thence N44°30'34"E, a distance of 1.40 feet; Thence along the arc of 581.00 foot radius curve to the left for a distance of 33.04 feet, with a chord which bears N02°37'55"W, a distance of 33.04 feet, and a central angle of 03°15'31"; Thence N04°15'41"W, a distance of 75.30 feet; Thence along the arc of 149.00 foot radius curve to the left for a distance of 24.12 feet, with a chord which bears N08°53'54"W, a distance of 24.09 feet, and a central angle of 09°16'25"; Thence along the arc of 157.00 foot radius curve to the right for a distance of 25.42 foot, with a chord which bears N08°53'54"W, a distance of 25.39 foot, and a central angle of 09°16'34"; Thence along the arc of 389.00 foot radius curve to the left for a distance of 74.17 feet, with a chord which bears N09°43'22"W, a distance of 74.06 feet, and a central angle of 10°55'29", to a point on the southerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said southerly right-of-way, S68°33'55"E, a distance of 41.97 feet; Thence leaving said southerly right-of-way N00°04'01"W, a distance of 85.90 feet; Thence N68°33'55"W, a distance of 158.82 feet; Thence N02°01'24"W, a distance of 1.69 feet, to the northerly right-of-way of Colorado State Highway 340 (Broadway); Thence along said northerly right-of-way the following nine courses and distances, along the arc of 992.50 foot radius non-tangent curve to the left for a distance of 12.30 feet, with a chord which bears S76°01'57"E, a distance of 12.30 feet, and a central angle of 00°42'36"; Thence N69°40'43"E, a distance of 7.19 feet; Thence S77°10'46"E, a distance of 15.39 feet; Thence S44°02'15"E, a distance of 7.19 feet; Thence S78°01'51"E, a distance of 2.37 feet; Thence along the arc of 149.00 foot radius curve to the left for a distance of 40.34 feet, with a chord which bears S85°51'56"E, a distance of 40.22 feet, and a central angle of 15°30'48"; Thence along the arc of 251.00 foot radius curve to the right for a distance of 18.86 feet, with a chord which bears N88°31'49"E, a distance of 18.86 feet, and a central angle of 04°18'22"; Thence along the arc of 247.50 foot radius curve to the left for a distance of 37.34 feet, with a chord which bears N86°21'46"E, a distance of 37.30 feet, and a central angle of 08°38'35"; Thence along the arc of 16.00 foot radius curve to the left for a distance of 12.70 feet, with a chord which bears N59°18'36"E, a distance of 12.37 feet, and a central angle of 45°28'54", to a point on the westerly right-of-way of 23 Road; Thence along said westerly right-of-way the following six courses and distances, N00°04'01"W, a distance of 82.72 feet; Thence N17°56'50"W, a distance of 4.25 feet; Thence along the arc of 271.50 foot radius curve to the right for a distance of 81.20 feet, with a chord which bears N09°22'44"W, a distance of 80.90 feet, and a central angle of 17°08'11"; Thence N00°48'37"W, a distance of 14.63 feet; Thence S89°55'59"W, a distance of 15.42 feet; Thence N00°04'01"W, a distance of 390.88 feet, to the Point of Beginning.

Said parcel of land CONTAINING 134,515 Square Feet or 3.09 Acres, more or less.

THIS IS NOT A BOUNDARY SURVEY



SITE LOCATION MAP

AREAS OF ANNEXATION		
ANNEXATION PERIMETER	5,348.52 FT.	
CONTIGUOUS PERIMETER	1,220.17 FT.	
AREA IN SQUARE FEET	134,515	FT²
AREA IN ACRES	3.09	AC.
AREA WITHIN R.O.W.	134,515	FT²
	3.09	AC.
AREA WITH IN DCCDCD R.O.W.	134,515	FT²
	3.09	AC.

LEGEND

ANNEXATION BOUNDARY

ANNEXATION AREA

EXISTING CITY LIMITS

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	SQ. FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING	MCSM	MESA CO. SURVEY MONUMENT
R.O.W.	RIGHT OF WAY	U.M.	UTE MERIDIAN
SEC.	SECTION	NO.	NUMBER
T.	TOWNSHIP	REC.	RECEPTION
R.	RANGE		

ORDINANCE NO.	EFFECTIVE DATE
0000	00/00/2025

NOTE:
THE DESCRIPTION(S) CONTAINED HEREIN HAVE BEEN DERIVED FROM SUBDIVISION PLATS, DEED DESCRIPTIONS & DEPOSIT SURVEYS AS THEY APPEAR IN THE OFFICE OF THE MESA COUNTY CLERK & RECORDER. THIS PLAT OF ANNEXATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY, AND IS NOT INTENDED TO BE USED AS A MEANS OF ESTABLISHING OR VERIFYING PROPERTY BOUNDARY LINES.

JODIE L GREIN
STATE OF COLORADO - PLS. NO. 38075
FOR THE CITY OF GRAND JUNCTION
244 NORTH 7TH STREET
GRAND JUNCTION, CO 81501

NOTICE:
ACCORDING TO COLORADO LAW ANY LEGAL ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT FOUND IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DRAWN BY:	JLG	DATE: 10/20/2025
REVIEWED BY:	JAM	DATE: 10/20/2025
CHECKED BY:	JAM	DATE: 10/20/2025
APPROVED BY:	JLG	DATE: 10/20/2025

60' 0' 30' 60'
SCALE: 1" = 60'
LINEAL UNITS = U.S. SURVEY FOOT

CITY OF Grand Junction COLORADO

Engineering & Transportation Department
244 North 7th Street – Grand Junction, CO 81501

REDLANDS 360 ANNEXATION NO. 5
Located in the NE1/4 of the NE1/4, Section 18, and the W1/2 of the NW1/4, Section 17 Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado

2 OF 2

Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date:	October 21, 2026
Presented By:	Trenton Prall, Engineering & Transportation Director, Jay Valentine, Chief Financial Officer
Department:	Engineering & Transportation
Submitted By:	Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

North Avenue Enhanced Transportation Corridor Project Memorandum of Understanding Between the City of Grand Junction and Mesa County

RECOMMENDATION:

Authorize the Mayor to sign a Memorandum of Understanding with Mesa County for the Construction of North Ave Enhanced Transportation Corridor Project

EXECUTIVE SUMMARY:

The proposed memorandum defines the partnership between Mesa County and the City of Grand Junction for funding the construction of the North Ave Enhanced Transportation Corridor Project from approximately 29 1/2 Road east to I-70B. Mesa County, via federal Transit Funds, will fund this portion of the project that will be managed by the City of Grand Junction.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction is committed to providing a multi-modal transportation system as part of the City's Strategic Plans focused on providing safe infrastructure. North Avenue has served the community as a major arterial since its construction in the mid-1950s. While it has functioned well over the years as a corridor for cars, trucks, and freight, it has lacked transit and pedestrian-friendly elements.

In 2021, the Mesa County Regional Transportation Planning Office received a Colorado Department of Transportation Transit grant to study North Avenue as an enhanced transit corridor. The Enhanced Transit Corridor (ETC) Study that was completed in 2022 defined a long-term vision for North Avenue and identified a set of prioritized infrastructure improvements to provide facilities that better accommodate bicycle,

pedestrian, and transit users. Some of the high-priority infrastructure needs specifically identified gaps in the sidewalk infrastructure on the east end of the corridor.

The City of Grand Junction, in collaboration with Mesa County Regional Transportation Planning Office, has secured Transportation Alternative Program grant (federal), Transit Funds (federal) Multi-Modal Options Fund grant (state) to fund the final design, right-of-way acquisition, and construction of the following:

1. North Ave - 28 1/2 Rd easterly to I-70B.
2. North Ave - 29 Rd easterly to I-70B.

All funding secured to date is $5.95m.

These segments are identified in the Grand Valley Regional Transportation Planning Office's 2050 Regional Transportation Plan, in the City's active transportation plans, and are listed as a high-priority project for the City's Urban Trails Committee. Originally planned to complete both sides of the corridor, right-of-way and construction cost increases limited the current scope of construction to just the north side of North Ave from 28 1/2 to 29 1/2 Rd.

The RTPO recently secured $1.25m in additional federal Transit Funds, bringing the total project to $7.2m, and will add construction scope from approximately 29 1/2 Rd to I-70B.

The project includes the installation of 8-foot detached sidewalks with landscaping improvements integrated with transit stops.

The purpose of this agreement is to establish the lines of communication, funding responsibility, and project management responsibility for the various work items necessary to accomplish the Project, which is generally described as the construction of enhanced transportation corridor improvements — including transit, pedestrian, and bicycle facility improvements — along the north side of North Ave between approximately 29 ½ Road easterly to I-70B.

All work will be constructed to city standards as specified in the project documents. The County's financial contribution is limited to the federal Transit Funds identified in this agreement and does not obligate the County to perform construction, inspection, or quality assurance functions.

The project is ready to bid in November and is planned for construction in 2027.

FISCAL IMPACT:

The current project budget for design, right-of-way acquisition, and construction is $5.95 million, of which approximately $2.95 million has been expended to date on

design and right-of-way acquisition. The remaining $3.0 million is budgeted for construction.

Approval of the MOU will provide an additional $1.25 million in transit funding through the Mesa County Regional Transportation Planning Office, increasing the total project budget to $7.2 million. This additional funding will increase the construction budget from $3.0 million to $4.25 million and allow the project scope to expand eastward along North Avenue from approximately 29½ Road to I-70B.

If the MOU is approved, the additional $1.25 million in funding and corresponding project expenditures will be incorporated into the City's 2027 budget.

SUGGESTED MOTION:

I move to approve the request for the Mayor to sign the attached Memorandum of Understanding with Mesa County for the construction of the North Ave Enhanced Transportation Corridor Project from approximately 29 1/2 to I-70B.

Attachments

1. AGR-North_Avenue_Corridor_MOU_DRAFT TCP 20261007

MEMORANDUM OF UNDERSTANDING
between
The City of Grand Junction and Mesa County, Colorado
for the
CONSTRUCTION OF THE NORTH AVENUE ENHANCED TRANSPORTATION CORRIDOR PROJECT

The parties to this Memorandum of Understanding ("AGREEMENT") are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County Commissioners of Mesa County, Colorado ("COUNTY"), and the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado ("CITY").

I. Introduction

Both the City and the County ("the Parties" or "Parties") have responsibilities for the planning and funding of transportation infrastructure within the community. The Parties recognize that transportation investment decisions by one party affect and complement similar decisions by the other, and that cooperative planning and funding can maximize the community's resources available for multimodal transportation improvements. The Parties further recognize the need for enhanced transportation corridor improvements along North Avenue between approximately 29 ½ Road and I-70B ("Project"). The Project lies within the CITY's jurisdiction; however, the Parties recognize and agree that it is in their collective best interest for the COUNTY to contribute transit funding to the Project and for the CITY to manage construction.

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communication, funding responsibility, and project management responsibility for the various work items necessary to accomplish the Project, which is generally described as the construction of enhanced transportation corridor improvements — including transit, pedestrian, and bicycle facility improvements — along the north side of North Ave between 29 ½ Road and I-70B.

This AGREEMENT also establishes the intention of the COUNTY to fund its share of the Project using COUNTY transit funds, and of the CITY to manage the bidding, construction, and quality assurance testing of the Project.

III. Procedure

The Parties agree that they, or each, as the specific context provides, will do the following:

1) Include projections in their respective budgets to cover the cost of the Project. The Parties agree that the following funds are included as shown below:

Fund Source	**Amount**
County Transit Fund Share	$1.25 million
City Share along with state and federal funding already secured:	$5.95 million
TOTAL	**$7.2 million**

2) The Project will generally include construction of enhanced transportation corridor improvements along the north side of North Avenue between approximately 29 ½ Road and I-70B, including but not limited to, transit facility improvements, pedestrian and bicycle facilities, signal and striping work, pedestrian level lighting, landscaping and related appurtenances. All work will be constructed to CITY standards as specified in the Project documents. The COUNTY's financial contribution is limited to the transit funds identified in this AGREEMENT and does not obligate the COUNTY to perform construction, inspection, or quality assurance functions.

3) The COUNTY's financial participation in the Project is limited to the COUNTY transit funds committed under paragraph III.1, in support of the transit-related elements of the Project. The CITY will be responsible for all remaining costs of the Project, including any costs in excess of the COUNTY's committed transit fund contribution, as the Project lies entirely within CITY jurisdiction.

4) The CITY will manage ("Project Management Team") the Project from design through bidding and construction. The Project Management Team will consist of the Engineering and Transportation Director for the CITY and the Regional Transportation Planning Office / Grand Valley Metropolitan Planning Office Director for the COUNTY. The CITY will provide a Project Manager to provide contract administration and inspection. The CITY will perform public relations and quality assurance testing for the Project, coordinated through the Project Manager. The COUNTY will designate a representative to coordinate on matters related to the use and reporting of COUNTY transit funds and to receive periodic progress updates from the Project Manager.

5) The CITY shall contract with a civil contractor ("Contractor") to construct the Project.

6) To minimize the effect of receiving revenue limitations under TABOR, the contract(s) will be written so that payments may be made directly to the Contractor(s) by the COUNTY. Following execution of the contract, and upon approval of the Contractor's invoices by the Project Management Team, the COUNTY will make payment(s) directly to the Contractor(s). The COUNTY will transfer its committed transit fund share to the CITY, or reimburse the CITY for eligible transit-related expenditures, in accordance with a schedule and documentation requirements to be mutually agreed upon by the Parties and consistent with applicable transit fund requirements.

7) The COUNTY's contribution to the Project is limited to the COUNTY transit funds identified in paragraph III.1 and is intended to fund transit-related elements of the Project. The Parties agree that the funding shown in paragraph III.1 is a budget projection only, and that the CITY will provide any funding required for the Project in excess of the amounts shown, in accordance with the CITY's procurement policies. Use of COUNTY transit funds under this AGREEMENT shall comply with all applicable federal, state, and COUNTY requirements governing those funds.

IV. Administration

1) Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY and/or the CITY, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend a sum in excess of appropriations available.

2) This AGREEMENT shall become effective when signed by the Parties. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any Party may terminate this

AGREEMENT after 30 days' written notice to the other of its intention to do so, and upon fulfillment of all outstanding obligations under the AGREEMENT.

3) The CITY will advertise, receive bids, and award the bid based on the CITY's Purchasing Policy and the recommendation of the Project Management Team. The CITY shall include all terms and conditions regarding bonding, insurance, and indemnification provisions as part of the CITY's contract, so the Project and the Parties are protected.

4) The COUNTY's obligation to provide transit funds under this AGREEMENT is contingent upon the continued availability and eligibility of such funds. The CITY will provide the COUNTY with documentation reasonably necessary to demonstrate that COUNTY transit funds were used for eligible purposes under this AGREEMENT.

In Witness whereof, the Parties herein have caused this AGREEMENT to be executed as of the date of the last signature shown below.

MESA COUNTY

_____ _____

JJ Fletcher, Chair
Mesa County Board of Commissioners

ATTEST:
Date: _____

CITY OF GRAND JUNCTION

_____ _____

Laurel Lutz, Mayor
City of Grand Junction

ATTEST:
Date: _____

Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date:	October 21, 2026
Presented By:	Ashley Firl, Interim Utilities Director
Department:	Utilities
Submitted By:	Rachel Wall, PE, Project Engineer

Information

SUBJECT:

Authorize a Construction Contract for the 2026-2027 Sanitary Sewer Cured-In-Place-Pipe (CIPP) Lining Rehabilitation Project

RECOMMENDATION:

Staff recommends approval for the City Purchasing Division to enter into a contract with QP Services, LLC for the amount of $2,534,894.00 for cured-in-place-pipe lining rehabilitation of sanitary sewers for the 2026-2027 CIPP Lining Rehabilitation Project.

EXECUTIVE SUMMARY:

The purpose of this contract is to hire a contractor who specializes in Cured-In-Place-Pipe Lining and Rehabilitation to line existing sanitary sewer lines that are nearing the end of their useful life. The work will also include lining a water main under the Union Pacific Railroad. The scope of this project includes lining approximately 23,309 linear feet of sanitary sewer pipe and 263 linear feet of water pipe.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction is responsible for maintaining over 588 miles of sanitary sewer lines throughout the Persigo 201 service area and all water infrastrusture, including water mains, associated with the City's Water Services. The condition of the sanitary sewer collection system is continually inventoried as part of the regular cleaning and inspection program. The City's asset management program prioritizes repair of sanitary sewer lines based on factors such as age of infrastructure, condition of pipe, maintenance history, and consequences of failure. Water main lines are categorized in a similar way through the City's asset management program and critical locations, such as under railroads, help identify areas where lining can be advantageous. The sanitary sewer lines and water main included in this contract will be rehabilitated through lining to extend their useful life and restore pipe integrity without

requiring full replacement.

The sanitary sewer pipes to be lined in this project consist of segments that were noted as structurally depreciating, holes in the pipe wall, and visible soil from within the pipe. Pipe sizes range from 6-inches to 20-inches in diameter. The water main included in this project is an aging 8-inch cast iron pipe located beneath a railroad crossing. Although previously identified for full replacement, inspection confirmed that the pipe can be cost-effectively rehabilitated through lining instead. The parses identified for CIPP lining will be completed in 2026 and early 2027.

A formal Invitation for Bid (IFB) was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, and advertised in the Daily Sentinel. The City received four (4) bids for the project, all of which were found to be responsive and responsible in the following amounts:

Contractor	Location	Bid Amount
QP Services, LLC	Centennial, CO	$2,534,894.00
Mocon Pacific	Yampa, CO	$2,630,399.75
Inliner Solutions, LLC	Kiowa, CO	$2,895,225.00
Insituform Technologies	Littleton, CO	$3,107,894.00

Per Section 1.1.3 of the Purchasing Manual, confidential information obtained during procurement activities will be respected and protected as provided by law.

FISCAL IMPACT:

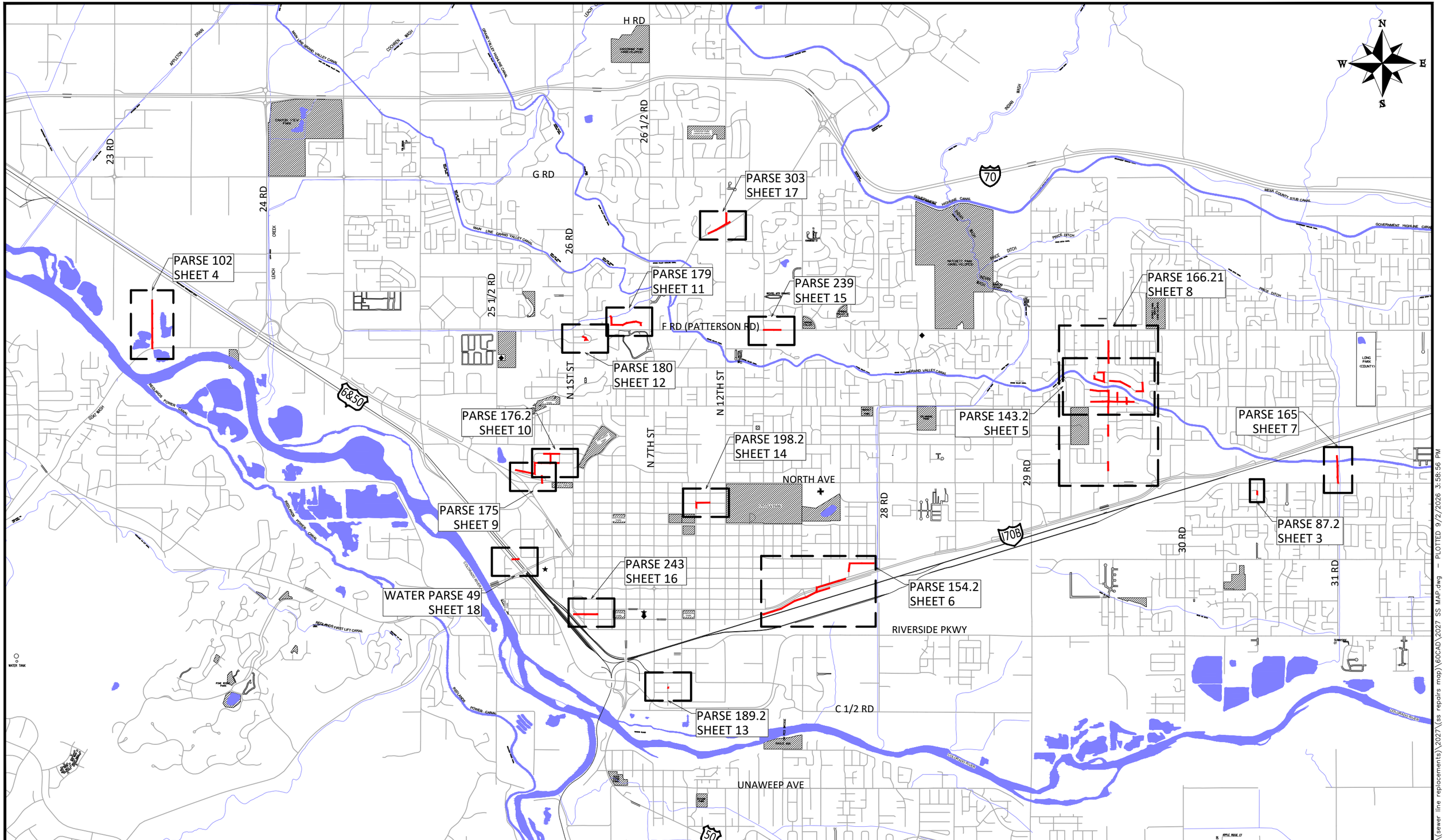
The costs associated with this contract are included in the adopted 2026 Sewer and Water Enterprise Fund budgets.

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to enter into a contract with QP Services, LLC for the amount of $2,534,894.00 for the rehabilitation of sanitary sewer lines and a water main as specified in the 2026-2027 Sanitary Sewer Cured-In-Place-Pipe (CIPP) Lining Rehabilitation Project.

Attachments

1. CIPP Locations Master Map



DESCRIPTION	DATE
REVISION 1	
REVISION 2	
REVISION 3	
REVISION 4	

DRAWN BY	HMC	DATE	2027
DESIGNED BY	RW	DATE	2027
CHECKED BY	RW	DATE	2027
APPROVED BY	ES	DATE	2027

SCALES:
PLAN
HORIZONTAL: 1" = 20'
0 5' 10' 20

CITY OF Grand Junction COLORADO

ENGINEERING AND TRANSPORTATION DEPARTMENT
PROJECT NO. ----

2027 SANITARY SEWER REPAIRS
MASTER MAP
September 2, 2026

2

n:\EngProj\SEWER\(sewer line replacements)\2027\(ss repairs map)\60CAD\2027 SS MAP.dwg - PLOTTED 9/2/2026 3:58:56 PM

Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date:	October 21, 2026
Presented By:	Ashley Firl, Interim Utilities Director
Department:	Utilities
Submitted By:	Toby Thieman, Project Engineer

Information

SUBJECT:

Ridges Irrigation Pump Motor Control Center Replacement Project

RECOMMENDATION:

Authorize the City Purchasing Division to enter into a contract with EC Electric for the Ridges Irrigation Pump Station Motor Control Center Replacement Project in the amount of $449,790.

EXECUTIVE SUMMARY:

The Motor Control Center (MCC) at the Ridges Primary Irrigation Pump Station has reached the end of its useful life and requires replacement to maintain reliable irrigation service to the Ridges community and Redlands Mesa Golf Course. The City solicited competitive bids for the project and received three bids on September 17, 2026. EC Electric of Grand Junction submitted the lowest responsive and responsible bid in the amount of $449,790.

BACKGROUND OR DETAILED INFORMATION:

The Ridges Irrigation Enterprise operates the Ridges Primary Irrigation Pump Station, which draws water from the Redlands Water and Power Canal and pumps it approximately 200 feet in elevation to Shadow Lake for distribution to the Ridges community and Redlands Mesa Golf Course. The existing MCC is approximately 36 years old and has exceeded its useful life, requiring replacement to maintain continued reliable operation of the irrigation system.

The project includes removal and replacement of the existing MCC, including coordination with the electric utility to safely deenergize and reenergize the pump station. Due to the anticipated long lead times for electrical equipment, the installation schedule will depend on equipment availability. Construction must occur during the

non-irrigation season when the pump station is offline to avoid interrupting service to customers. If equipment can be obtained in time, construction will occur between November 2026 and February 2027. Otherwise, installation will be scheduled the following year during the November 2027 through February 2028 non-irrigation season.

An invitation for bids was advertised through BidNet Direct, the City's online procurement platform, and posted on the City of Grand Junction Purchasing website. Notice of the solicitation was also distributed through the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association and published in the Daily Sentinel. A total of three responsive bids from the following firms were received and publicly opened on September 17, 2026:

Company	Location	Total Bid Amount
EC Electric	Grand Junction, CO	$ 449,790.00
Sturgeon Electric Company	Henderson, CO	$ 589,900.00
Triangle Electric	Frisco, CO	$ 542,560.00

Per Section 1.1.3 of the Purchasing Manual, confidential information obtained during procurement activities will be respected and protected as provided by law.

FISCAL IMPACT:

The project cost exceeded initial estimates. As a result, funding included in the adopted 2026 Ridges Irrigation Enterprise Fund budget will need to be carried forward to 2027 and combined with additional funding proposed in the 2027 budget to fully fund the project.

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to enter into a contract with EC Electric for the Ridges Irrigation Pump Motor Control Center Replacement Project in the amount of $449,790.

Attachments

1. Ridges MCC location map


Project Location
LAKE RD
POWER RD
BROADWAY
BROADWAY
ROSE DR
Pilgrim Home
Assisted Living

Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: October 21, 2026

Presented By: Paul Stahlke, Housing Program Specialist, Thomas Lloyd, Planning Manager

Department: Community Development

Submitted By: Paul Stahlke, Housing Programs Specialist

Information

SUBJECT:

A Resolution Authorizing The City Manager To Submit A Grant Request To The Colorado Department Of Local Affairs Under HB-1152 Accessory Dwelling Unit (ADU) Grant Program

RECOMMENDATION:

Staff recommends approval of this request.

EXECUTIVE SUMMARY:

This request seeks authorization to submit a grant application to the Department of Local Affairs (DOLA) for the HB24-1152 Accessory Dwelling Unit Grant Program. The grant provides grants to certified accessory dwelling unit (ADU) supportive jurisdictions for activities that support the construction of ADUs. The grant, if awarded, would provide additional funds to continue the City's Accessory Dwelling Unit Production Program and provide opportunities to expand the program to include additional incentives. The City's ADU Production program has been recognized across the state and has been used as a model for effective developments of programs. The total project cost is $450,000. The City of Grand Junction is requesting $337,500 (75%) in grant funds and will contribute a local cash match of $112,500 (25%) using 2027 budgeted funds.

BACKGROUND OR DETAILED INFORMATION:

House Bill 24-1152, enacted by the Colorado General Assembly in 2024, established the Accessory Dwelling Unit (ADU) Grant Program to increase the supply of diverse and attainable housing options throughout the state. The legislation recognizes ADUs—self-contained residential units located on the same lot as a primary dwelling—as an important strategy for addressing housing shortages, supporting multigenerational

living, and creating rental opportunities within existing neighborhoods.
The bill's intent is to provide financial resources to ADU Supportive Jurisdictions, municipalities or counties that have adopted policies, streamlined processes, and zoning regulations that remove barriers to ADU development. Funding through this program can be used to reduce costs, provide incentives, or otherwise facilitate the construction of ADUs, helping local governments accelerate production while maintaining quality design and neighborhood compatibility.

The City of Grand Junction is formally certified as an ADU Supportive Jurisdiction by the Department of Local Affairs. Over the past three years, staff have advanced the City's original 2021 Housing Strategy 4: Encourage development of accessory dwelling units (ADUs) — which was subsequently incorporated into Housing Strategy 11: Monitor goal progress and housing program outcomes in 2024. In September 2026, the City confirmed this approach again in Strategy 2: Continue incentives for affordable and/or attainable housing development. Accordingly, efforts have focused on expanding housing options through significant code changes to encourage ADU construction, including zoning updates, streamlined permitting, and the creation of the City's ADU Production Program. This program provides incentives such as permit fee reimbursements, design resources, and technical assistance to homeowners interested in building an ADU.

The City was among the first recipients of ADU Grant Program funding from the Department of Local Affairs for this program when it received $325,000 in February 2026. Since receiving those funds and pairing them with a local grant match, roughly approximately 45 ADUs have been built or approved for construction, and funds have been completely obligated for the program with nearly 3 months remaining in the fiscal year. The City continues to receive inquiries from residents with inquiries about this funding and feedback is positive about the requirement of preserving units as a long-term rental for 5-7 years.

Funding from the HB24-1152 ADU Grant Program will allow the City to continue operating the existing ADU Production Program and expand it to include additional incentives that directly reduce the cost burden for property owners and can help to increase the overall supply of rental and ownership housing in established neighborhoods that are naturally occurring affordable units (NOAH), and provide flexible housing options for multigenerational families, caregivers and residents aging in place.

FISCAL IMPACT:

The total project cost is $450,000. The City of Grand Junction is requesting $337,500 (75%) in grant funds and will contribute a local cash match of $112,500 (25%) using 2027 budgeted funds.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No.92-26, a resolution authorizing the City Manager to submit a grant request to the Colorado Department of Local Affairs under the HB 24-1152 Accessory Dwelling Unit (ADU) Grant Program.

Attachments

1. Updated Draft - ADU Grant Resolution - October 2026

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. xx-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT REQUEST TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS UNDER THE HB 24-1152 ACCESSORY DWELLING UNIT (ADU) GRANT PROGRAM.

RECITALS.

House Bill 24-1152, enacted by the Colorado General Assembly in 2024, established the Accessory Dwelling Unit (ADU) Grant Program to increase the supply of diverse and attainable housing options throughout the state. The legislation recognizes ADUs—self-contained residential units located on the same lot as a primary dwelling—as an important strategy for addressing housing shortages, supporting multigenerational living, and creating rental opportunities within existing neighborhoods.

The bill's intent is to provide financial resources to ADU Supportive Jurisdictions, municipalities or counties that have adopted policies, streamlined processes, and zoning regulations that remove barriers to ADU development. Funding through this program can be used to reduce costs, provide incentives, or otherwise facilitate the construction of ADUs, helping local governments accelerate production while maintaining quality design and neighborhood compatibility.

The City of Grand Junction is formally certified as an ADU Supportive Jurisdiction by the Department of Local Affairs. Over the past three years, staff have advanced the City's original 2021 Housing Strategy 4: Encourage development of accessory dwelling units (ADUs) — which was subsequently incorporated into Housing Strategy 11: Monitor goal progress and housing program outcomes in 2024. In September 2026, the City confirmed this approach again in Strategy 2: Continue incentives for affordable and/or attainable housing development. Accordingly, efforts have focused on expanding housing options through significant code changes to encourage ADU construction, including zoning updates, streamlined permitting, and the creation of the City's ADU Production Program. This program provides incentives such as fee waivers and direct cash payments to homeowners interested in building an ADU.

Funding from the HB24-1152 ADU Grant Program will allow the City to continue operating the existing ADU Production Program and expand its capacity to provide incentives that directly reduce the cost burden for property owners and can help to increase the overall supply of long-term rental housing in established neighborhoods that are naturally occurring affordable units (NOAH), and provide flexible housing options for multigenerational families, caregivers and residents aging in place.

The total project cost is $450,000. The City of Grand Junction is requesting $337,500 (75%) in grant funds and will contribute a local cash match of $112,500 (25%) using 2027 budgeted funds.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction does hereby authorize the City Manager to submit an application to the Colorado Department of Local Affairs for the HB24-1152 ADU Grant Program in the amount of $337,500, and, if awarded, commits to provide a local cash match of $112,500, from 2027 budgeted funds, for a total project cost of $450,000, all in accordance with the foregoing Recitals.

Dated this xx day of October 2026.

_____

Laurel Lutz

President of the City Council

ATTEST:

_____

Selestina Sandoval

City Clerk

Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: October 21, 2026

Presented By: Trenton Prall, Engineering & Transportation Director

Department: Engineering & Transportation

Submitted By: Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

A Resolution Authorizing the Transfer of a 0.14 Acre City Property Identified by Mesa County Assessor as Parcel 2945-143-36-004 to Mesa County for the Purposes of Operating a Transportation Hub by Grand Valley Transit

RECOMMENDATION:

Staff recommends that City Council adopt the proposed resolution authorizing the transfer of the approximately 0.14-acre City-owned parcel identified as Mesa County Assessor parcel 2945-143-36-004 to Mesa County for the purpose of supporting the development and operation of a transportation hub by Grand Valley Transit. The transfer is consistent with City Council's prior direction in Resolution No. 92-23 and will support a regional transportation facility serving the Grand Valley.

EXECUTIVE SUMMARY:

City Council previously committed the 0.14-acre property identified as Mesa County Assessor parcel 2945-143-36-004 for the development of a downtown mobility hub. The proposed resolution authorizes transfer of the property to Mesa County for use by Grand Valley Transit (GVT) in operating the transportation hub. The transfer implements City Council's commitment under Resolution No. 92-23 and supports development of a centralized downtown transit facility.

BACKGROUND OR DETAILED INFORMATION:

A downtown transportation hub has been identified as an important component of the Grand Valley's multimodal transportation system. A centralized facility can provide a convenient point of access for local, regional, and interregional transit while supporting pedestrian, bicycle, and other transportation connections.

The importance of a downtown mobility hub has been recognized in several regional

and local planning documents, including the City's Comprehensive Plan, the 2045 Grand Valley Regional Transportation Plan, the Grand Valley Transit Strategic Plan, and the Coordinated Transit and Human Services Transportation Plan.

On April 6, 2022, City Council adopted Resolution No. 29-22, supporting the Colorado Department of Transportation's application for federal RAISE grant funding for construction of a downtown mobility hub.

On April 14, 2022, CDOT submitted the RAISE grant application, and the project was subsequently awarded $10,686,000 in federal RAISE funding. CDOT also committed an additional $4,000,000 in State funding for design, construction, and potential property acquisition associated with the mobility hub.

On October 18, 2023, City Council adopted Resolution No. 92-23, expressing support for the design and construction of the downtown mobility hub and supporting the relocation of GVT's downtown bus transfer facility and bus operations staff to the new hub once constructed. The resolution also conditionally committed City property for the project, including the entirety of the 0.14-acre parcel now proposed for transfer.

The proposed action is consistent with and implements that prior City Council commitment. Transfer of the parcel to Mesa County will allow the property to be incorporated into the transportation hub and used for GVT operations.

The property is identified by the Mesa County Assessor as Parcel No. 2945-143-36-004 and contains approximately 0.14 acres.

FISCAL IMPACT:

The proposed transfer will convey approximately 0.14 acres of City-owned property to Mesa County in support of the Grand Valley Transit transportation hub. The property was acquired by the City in 1953 for $6,000 and has a current estimated value of $79,130, according to the Mesa County Assessor's Office. While the transfer will result in the removal of the property from the City's assets, it is not expected to have a material ongoing financial impact or require an appropriation of City funds. Design and construction of the transportation hub are funded through federal RAISE grant and State funding.

SUGGESTED MOTION:

I move to adopt Resolution No. 93-26, authorizing the transfer of the approximately 0.14-acre City-owned property identified by Mesa County Assessor as parcel 2945-143-36-004 to Mesa County for the purpose of supporting the development and operation of a transportation hub by Grand Valley Transit.

Attachments

1. Resolution for Transportation Hub-Property Transfer to Mesa County 20261007

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE TRANSFER OF A 0.14-ACRE CITY-OWNED PROPERTY IDENTIFIED BY MESA COUNTY ASSESSOR AS PARCEL 2945-143-36-004 TO MESA COUNTY FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT AND OPERATION OF A TRANSPORTATION HUB BY GRAND VALLEY TRANSIT

RECITALS:

A. The City of Grand Junction supports the development of a downtown transportation hub to provide a centralized facility for local and regional transit services and to improve connections among transit, pedestrian, bicycle, and other modes of transportation.

B. On April 6, 2022, the City Council adopted Resolution No. 29-22 supporting the Colorado Department of Transportation's application for federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant funding for the construction of a downtown mobility hub.

C. The project was subsequently awarded $10,686,000 in RAISE grant funding, and the Colorado Department of Transportation committed an additional $4,000,000 in State funding for the design, construction, and potential property acquisition associated with the mobility hub.

D. On October 18, 2023, the City Council adopted Resolution No. 92-23 expressing support for the design and construction of a downtown mobility hub and conditionally committing certain City-owned property for the project, including the entirety of the approximately 0.14-acre property identified by the Mesa County Assessor as parcel 2945-143-36-004.

E. Mesa County operates Grand Valley Transit (GVT) and is responsible for providing public transit services throughout the Grand Valley.

F. The 0.14-acre City-owned property identified as Mesa County Assessor parcel 2945-143-36-004 is needed to support the development and operation of the downtown transportation hub by Grand Valley Transit.

G. The City Council finds that transferring the property to Mesa County for this public transportation purpose is consistent with the City's prior commitments and serves a public purpose by supporting the development of a regional transportation facility.

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

1. **Property Transfer.** The City Council hereby authorizes the transfer of the approximately 0.14-acre City-owned property identified by the Mesa County Assessor as parcel 2945-143-36-004 to Mesa County for the purpose of supporting the development and operation of a transportation hub by Grand Valley Transit.

2. **Authorization of City Officials.** The City Manager is authorized to execute the deed and other documents necessary to complete the transfer of the property, in a form approved by the City Attorney. The City Manager and other appropriate City officials are

authorized to take such additional actions as are reasonably necessary to effectuate the transfer authorized by this Resolution.

3. **Prior Council Action.** This Resolution implements the City's prior commitment of the property for the downtown mobility hub as expressed in Resolution No. 92-23, adopted October 18, 2023.

PASSED and ADOPTED this ____ day of _____, 2026.

CITY OF GRAND JUNCTION, COLORADO

Laurel Lutz
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk

Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: October 21, 2026

Presented By: Jay Valentine, Chief Financial Officer

Department: Finance

Submitted By: Jay Valentine

Information

SUBJECT:

An Ordinance for Supplemental Appropriation

RECOMMENDATION:

Staff recommends approval of the Ordinance for Supplemental Appropriation.

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 for the authorization to spend grant funding and other outside revenues not anticipated in the original 2026 budget. It also includes spending authority for health insurance claims, as well as, the reinvestment of funds into the self-insurance plan. A detailed listing of supplemental appropriation per fund is included.

BACKGROUND OR DETAILED INFORMATION:

Health insurance claims and related plan costs in 2026 are trending between 20% and 25% above the amount anticipated in the adopted budget. As a result, an additional $3.5 million of appropriation authority is needed in the Insurance Fund to provide sufficient budget authority to pay projected claims and related health plan costs through year-end.

Since transitioning to a self-funded health plan in 2024, the City's operating funds have realized savings compared with the cost of remaining fully insured. To address the current fund balance shortfall, participating funds will reinvest a portion of those previously realized savings into the Insurance Fund. Each fund's reinvestment will be based on its proportionate share of health insurance costs during 2024 and 2025, providing a reasonable allocation of the reinvestment among the funds that benefited from the savings generated by the self-funded model. The proposed reinvestment of $4 million will restore fund balance needed to support the self-funded model and provide an appropriate reserve to absorb normal future claims volatility within the plan's risk corridor. The largest share of the reinvestment comes from the General Fund ($2.9 million) because it supports the largest proportion of participating employees. The detail listing of appropriations identifies each fund's reinvestment amount.

In addition to the $2.9 million reinvestment in the insurance fund, the General Fund requires supplemental appropriation for the purchase of over $700,000 in Police and Fire vehicles and specialty equipment funded with additional revenues in 2026. Appropriation authority is also required to reclassify a $1 million contribution to Visit Grand Junction that was originally netted out of revenue but is now accounted for as an expenditure. The net impact of this transaction is $0.

The Visit Grand Junction Fund requires supplemental appropriation to spend two grants received for advertising and a visitor profile study, as well as the reinvestment in the insurance fund.

The First Responder Fund requires a supplemental appropriation for the Fire Department's Community Paramedic Program that received funding from RMHP and a grant to purchase vehicles, equipment, and supplies.

As part of the capital plan for the water system, in April the Utilities Department secured a low interest loan (4.3%) in the amount of $5,000,000 to fund three critical water delivery and storage projects. The debt was discussed and included in the 2026 Adopted Budget. However, because the terms were not yet set, the debt service was not budgeted. Therefore, the Water Fund requires supplemental appropriation for the 2026 debt service payment as well as the reinvestment in the insurance fund.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grand Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference above.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5344, 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, and on final passage and order final publication in pamphlet form.

Attachments

1. Supplemental Appropriation List October 2026
2. 2026 Supplemental Appropriation Ordinance, October 21, 2026

Supplemental Appropriation List By Fund
October 2026

Fund	Description	Amount
General Fund 100		
New	Reinvestment in Self Insurance Fund	2,920,550
N/A	Visit Grand Junction Contribution Reclassification	1,084,650
New	Police and Fire Department Vehicles	393,000
New	Police Department Specialty Equipment	130,280
New	Police and Fire Department Specialty Equipment	200,000
	Total Supplemental Approrpiation	**$ 4,728,480**
Visit Grand Junction Fund 102		
New	Advertising (grant funded)	$ 49,000
New	Reinvestment in Self Insurance Fund	19,942
New	Visitor Profile Study (fully grant funded)	20,000
	Total Supplemental Approrpiation	**$ 88,942**
First Responder Fund 107		
New	Vehicles, Equipment, Supplies for Community Paramedic Program (grant and donation funded)	$ 441,825
	Total Supplemental Approrpiation	**$ 441,825**
Water Fund 301		
New	Reinvestment in Self Insurance Fund	$ 210,135
New	2026 Debt Service for Loan on Water Projects	196,446
	Total Supplemental Approrpiation	**$ 406,581**
Solid Waste Fund 302		
New	Reinvestment in Self Insurance Fund	$ 149,135
	Total Supplemental Approrpiation	**$ 149,135**
Golf Fund 305		
New	Reinvestment in Self Insurance Fund	$ 33,904
	Total Supplemental Approrpiation	**$ 33,904**
Parking Fund 308		
New	Reinvestment in Self Insurance Fund	$ 25,840
	Total Supplemental Approrpiation	**$ 25,840**
Information Technology Fund 401		
New	Reinvestment in Self Insurance Fund	$ 155,667
	Total Supplemental Approrpiation	**$ 155,667**
Fleet Fund 402		
New	Reinvestment in Self Insurance Fund	$ 94,235
	Total Supplemental Approrpiation	**$ 94,235**
Insurance Fund 440		
New	Increase in Health Insurance Claims	$ 3,500,000
	Total Supplemental Approrpiation	**$ 3,500,000**
Communications Center Fund 405		
New	Reinvestment in Self Insurance Fund	$ 208,313
	Total Supplemental Approrpiation	**$ 208,313**
Joint Sewer Fund 902		
New	Reinvestment in Self Insurance Fund	$ 182,279
	Total Supplemental Approrpiation	**$ 182,279**

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
General Fund	100	$ 4,728,480
Visit Grand Junction Fund	102	$ 88,942
First Responder Fund	107	$ 441,825
Water Fund	301	$ 406,581
Solid Waste Fund	302	$ 149,135
Golf Fund	305	$ 33,904
Parking Fund	308	$ 25,840
Information Technology Fund	401	$ 155,667
Fleet Fund	402	$ 94,235
Insurance Fund	440	$ 3,500,000
Communications Center Fund	405	$ 208,313
Joint Sewer Fund	902	$ 182,279

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 7th day of October 2026.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this 21st day of October, 2026

_____
President of the Council

Attest:

_____
City Clerk

Grand Junction City Council

Regular Session

Item #6.a.ii.

Meeting Date: October 21, 2026

Presented By: Thomas Lloyd, Planning Manager

Department: Community Development

Submitted By: Thomas Lloyd, Interim Community Development Director

Information

SUBJECT:

An Ordinance Enacting a Temporary Moratorium on the Acceptance, Processing, and Approval of Applications for Data Centers Within the City of Grand Junction; Providing that the Moratorium Shall Terminate at the Earliest of the City's Adoption of Amendment(s) to Title 21 of the Grand Junction Municipal Code Addressing Data Centers or the Expiration of Three Hundred Sixty-Five (365) Days from the Effective Date of this Ordinance, Providing for Findings, Intent and Purpose; Providing for Definitions, Directing a Code Study; and Providing for Severability

RECOMMENDATION:

Staff recommends approval of the proposed ordinance.

EXECUTIVE SUMMARY:

The City of Grand Junction has received inquiries regarding Data Centers and the City's current approach, regulations, or planned initiatives related to the approval and management of data centers within city limits. Communities considering data-center development often evaluate whether their land-use regulations adequately address the facilities' distinctive operational and infrastructure needs. A temporary moratorium is narrowly tailored, is temporary in nature, is necessary to protect the public health, safety and welfare, and is adopted in good faith for the purpose of completing needed planning and regulatory work. The moratorium will allow the City Manager, by and through the Community Development Department, in conjunction with the City Attorney and such other departments as the City Manager designates, to study the impacts of data centers, to evaluate appropriate zone districts, use classifications, thresholds and use-specific standards, and to present recommended amendments to Title 21 to the City Council. The moratorium is limited in duration and terminates automatically upon the earlier of the City Council's adoption of such amendments or the expiration of 365 days.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

A data center is a specialized facility that houses computing, storage, and networking equipment used to process, store, and manage digital information. Data center operations rely on supporting infrastructure that may include substantial electrical capacity, uninterruptible power supplies, backup generators, mechanical cooling and ventilation systems, fire suppression systems, water resources, and high-capacity network connections. Because these facilities generally operate continuously and may require significant electrical and cooling capacity, their development can create land-use, utility, infrastructure, and environmental considerations, including electrical demand, water consumption, heat generation, and noise associated with mechanical equipment and backup generation.

The City of Grand Junction's current Land Use Code does not identify data centers as a distinct land use. GJMC § 21.04.010 establishes permitted land uses within City zone districts and provides standards for certain uses. Uses that are not specifically identified in Table 21.04-1, the Principal Use Table, and approved pursuant to the Code are prohibited. The City has recently received inquiries regarding potential data center development. Similar development interest has prompted communities in Colorado and elsewhere to consider temporary moratoriums while evaluating regulations tailored to the particular land-use, utility, infrastructure, and environmental impacts associated with these facilities.

For purposes of the proposed moratorium, a Data Center is defined as a building, group of buildings, or portion of a building, together with associated electrical infrastructure, mechanical cooling equipment, and standby or backup electrical generation, that:

- houses information technology equipment used for data processing, data storage, or telecommunications;
- has as a primary function the delivery of information technology services, including data storage, processing and transport services; cloud computing; network connectivity; artificial intelligence, machine learning, or similar computational services; cryptocurrency mining; blockchain validation; or comparable computation; an
- has a projected, designed, or requested electrical load of one megawatt (1 MW) or more, measured as the aggregate load at full build-out of all phases identified in any application, site plan, utility service request, will-serve request, or interconnection request, regardless of whether all phases are proposed for immediate construction.

The proposed moratorium would not apply to:

- computer, server, or network equipment rooms that are accessory to a lawfully established principal use on the same site and serve the operations of that principal use
- telecommunications facilities regulated under GJMC § 21.04.030(e)(5);
- a “utility facility, basic,” as defined in GJMC § 21.14.020; or
- facilities that do not meet the one-megawatt electrical-load threshold.

The temporary moratorium is intended to preserve the City’s ability to evaluate this emerging land use before applications are accepted under a regulatory framework that does not specifically address data centers. During the moratorium, the City Manager, through the Community Development Department and in coordination with the City Attorney and other appropriate departments, would evaluate appropriate zone districts, use classifications, development thresholds, and use-specific standards and prepare recommended amendments to Title 21 for City Council consideration.The moratorium would be limited to a maximum of 365 days and would terminate automatically upon the earlier of City Council adoption of applicable regulations or expiration of the 365-day period.

This item was previously discussed during the City Council workshop on September 21, 2026. City Council requested staff coordinate with neighboring jurisdictions and City and County approaches so that development near the municipal boundary is addressed through consistent or complementary standards. The City Manager spoke with both the City of Fruita and Mesa County. On September 9, 2026, the Mesa County Board of Commissioners approved a temporary moratorium on data center development within the County’s jurisdiction.

Staff therefore recommends that City Council establish a one-year moratorium on new data center development. The moratorium would provide time for staff to evaluate appropriate land-use regulations, infrastructure standards, licensing or other regulatory approaches; coordinate with utility providers and other affected entities; and develop recommendations intended to address potential impacts associated with data center development in Grand Junction.

FISCAL IMPACT:

There is no associated direct fiscal impact with this request.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5345, an ordinance enacting a temporary moratorium on the acceptance, processing, and approval of applications for data centers within the City of Grand Junction; providing that the moratorium shall terminate at the earliest of the City's Adoption of Amendment(s) to Title 21 of the Grand Junction Municipal Code addressing data centers or the expiration of three hundred sixty-five (365) days from the effective date of this ordinance, providing for findings, intent and purpose; providing

for definitions, directing a code study; and providing for severability, on final passage and order final publication in pamphlet form.

Attachments

1. ORD 09.30.26 DRAFT

CITY OF GRAND JUNCTION, COLORADO
ORDINANCE NO. _____

AN ORDINANCE ENACTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING AND APPROVAL OF APPLICATIONS FOR DATA CENTERS WITHIN THE CITY OF GRAND JUNCTION; PROVIDING THAT THE MORATORIUM SHALL TERMINATE AT THE EARLIEST OF THE CITY'S ADOPTION OF AMENDMENT(S) TO TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE ADDRESSING DATA CENTERS OR THE EXPIRATION OF THREE HUNDRED SIXTY-FIVE (365) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR FINDINGS, INTENT AND PURPOSE; PROVIDING FOR DEFINITIONS; DIRECTING A CODE STUDY; AND PROVIDING FOR SEVERABILITY

RECITALS:

Data centers and comparable large-load computing facilities are expanding rapidly across the United States and in Colorado. Facilities of this type differ from conventional industrial development in kind and not merely in degree. A single medium or large facility may draw electrical load comparable to that of a small city, may consume substantial quantities of water for evaporative cooling, and may operate continuously with associated mechanical noise, standby generation, and security and site design requirements that have no close analogue among the land uses presently identified in the Grand Junction Municipal Code.

Title 21 of the Grand Junction Municipal Code, the Zoning and Development Code, does not define, identify or regulate a data center as a principal use. Table 21.04-1, the Principal Use Table set forth at GJMC § 21.04.020, does not list a data center in any use category or in any zone district. The nearest analogues in the Code were written for other purposes. “Industrial, light” and “Industrial, heavy,” as defined at GJMC § 21.14.020, describe the assembly, fabrication or processing of goods and materials. “Utility facility, major,” as defined at the same section, describes a facility providing an important regional utility service such as water, sewer or drainage. A data center is none of these. It assembles and fabricates nothing, and it consumes rather than provides utility service.

In the absence of a defined use, an application proposing a data center would be classified by analogy on a case-by-case basis. Classification by analogy would produce inconsistent review, would place the use in zone districts selected without deliberation by the City Council, and would leave the City without use-specific standards under GJMC § 21.04.030 addressing the impacts that distinguish this use, including electrical demand, water consumption for cooling, wastewater discharge, continuous noise, standby generator testing and emissions, heat rejection, site and building massing, screening, hazardous materials storage, decommissioning, and the fiscal and infrastructure consequences of concentrated demand on the systems serving the City.

The regulatory framework at the state level is unsettled. During the 2026 regular session the Colorado General Assembly considered two measures addressing data centers, House Bill 26-1030 and Senate Bill 26-102, and neither measure was enacted. The General Assembly may take up data center legislation again in the 2027 regular session. The scope of any state framework, and its effect on local land use authority, will not be known until such legislation is considered and acted upon. It is prudent for the City to establish its own regulations with the benefit of that information rather than approve development in advance of it.

Other Colorado local governments have reached the same conclusion and have adopted temporary moratoria while they develop regulations, including the City and County of Broomfield

by Ordinance No. 2313 and the Town of Monument by Ordinance No. 18-2026. A temporary suspension of application acceptance while a code amendment is prepared is an accepted and measured exercise of municipal land use authority.

The City of Grand Junction is a home rule municipality organized under Article XX, Section 6 of the Colorado Constitution and the Charter of the City of Grand Junction. Zoning and land use regulation is a matter of local concern within the City's home rule authority. That authority is confirmed by C.R.S. § 29-20-104(1)(g), which authorizes each local government to regulate the use of land on the basis of the impact of the use on the community or surrounding areas, and by C.R.S. § 29-20-104(1)(f), which authorizes each local government to provide for phased development of services and facilities.

This Ordinance is not an anti-growth law within the meaning of C.R.S. § 29-20-104.2. It does not limit the growth of the population of the City, it does not limit the number of development permits or building permit applications for residential development or for the residential component of any mixed-use development, and it does not decrease permitted residential density or residential uses. It applies solely to a nonresidential use.

On September 9, 2026, the Mesa County Board of Commissioners approved a temporary moratorium on data center development within the County’s jurisdiction. Members of the Grand Junction City Council have also expressed an interest in coordinating City and County approaches so that development near the municipal boundary is addressed through consistent or complementary standards.

A temporary moratorium is narrowly tailored, is temporary in nature, is necessary to protect the public health, safety and welfare, and is adopted in good faith for the purpose of completing needed planning and regulatory work. The moratorium will allow the City Manager, by and through the Community Development Department, in conjunction with the City Attorney and such other departments as the City Manager designates, to study the impacts of data centers, to evaluate appropriate zone districts, use classifications, thresholds and use-specific standards, and to present recommended amendments to Title 21 to the City Council. The moratorium is limited in duration and terminates automatically upon the earlier of the City Council's adoption of such amendments or the expiration of 365 days.

This temporary moratorium will further the health, safety and welfare of the people of the City of Grand Junction.

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

1. **Findings, Intent and Purpose.** The foregoing Recitals are incorporated by reference and serve as the findings of the City Council and state the City Council's intent and purpose for this Ordinance.

2. **Definitions.** For purposes of this Ordinance only, the following definitions apply. These definitions are adopted for the administration of this Ordinance and do not amend Title 21 of the Grand Junction Municipal Code.

    (a) “Data center” means a building, a group of buildings, or a portion of a building, together with associated electrical infrastructure, mechanical cooling equipment, and standby or backup electrical generation, that:

(i) houses information technology equipment used for data processing, data storage, or telecommunications;

(ii) has as a primary function the delivery of information technology services, including providing data storage, processing and transport services, supporting the delivery of cloud computing services, providing network connectivity services, supporting artificial intelligence, machine learning or similar computational services, or performing cryptocurrency mining, blockchain validation or comparable computation; and

(iii) has a projected, designed or requested electrical load of one (1) megawatt or more, measured as the aggregate load at full build-out of all phases identified in any application, site plan, utility service request, will-serve request or interconnection request, whether or not all phases are proposed for immediate construction.

(b) Aggregation. Two or more facilities that would each meet subsections (a)(i) and (a)(ii) of this Section, that are located on the same parcel or on contiguous parcels, and that are under common ownership or common control, shall be treated as a single data center and their projected electrical loads shall be aggregated for purposes of subsection (a)(iii).

(c) Exclusions. “Data center” does not include:

(i) computer, server or network equipment rooms that are accessory to a lawfully established principal use on the same site and that serve the operations of that principal use;

(ii) telecommunications facilities regulated under GJMC § 21.04.030(e)(5);

(iii) a “utility facility, basic” as defined at GJMC § 21.14.020; or

(iv) any facility that does not meet the electrical load threshold in subsection (a)(iii).

(d) “Application” means any application, submittal or request for City review, action or approval under Title 21 or any other title of the Grand Junction Municipal Code, including without limitation a pre-application or pre-submittal conference request, a request for an amendment to the Official Zoning Map, a rezoning, an annexation with an associated zoning request, a Planned Development, an outline development plan, a site plan, a site development plan, a conditional use permit, a Special Dimensional Permit, a subdivision or plat, a development permit, an administrative permit, a grading or engineering permit, a building permit, and any amendment to or renewal of any of the foregoing.

3. Imposition of Moratorium. A moratorium is hereby declared and imposed on the acceptance, processing, review, approval and issuance by the City of any Application that proposes a data center as a principal use, as an accessory use, or as any component of a proposed development. During the moratorium period the City Manager and all City departments shall not accept, process, review, act upon, approve or issue any such Application, and shall not conduct pre-application or pre-submittal activities concerning a data center.

4. **Duration.** The moratorium declared by this Ordinance shall commence on the effective date of this Ordinance, _____, and shall continue for a period of three hundred sixty-five (365) days to _____ (inclusive), or until the City Council's adoption of amendment(s) to Title 21 of the Grand Junction Municipal Code addressing data centers, or until further action of the City Council ending, modifying or extending this moratorium, whichever occurs first. Such further action shall be taken by ordinance of the City Council.

5. **Applications On File.** This Ordinance applies prospectively. An Application that was submitted to and accepted by the City as complete before the effective date of this Ordinance shall continue to be processed under the provisions of the Grand Junction Municipal Code in effect at the time the Application was accepted as complete. Nothing in this Section requires the City to approve any Application, and nothing in this Ordinance creates, enlarges or recognizes any vested property right. A vested property right arises only upon approval of a site-specific development plan in accordance with GJMC § 21.02.050(r) and C.R.S. § 24-68-101 et seq.

6. **Lawfully Existing Uses.** This Ordinance does not apply to a data center lawfully established and in operation within the City as of the effective date of this Ordinance, provided that any Application to expand, enlarge or increase the electrical load of such a facility in a manner that would meet the definition in Section 2 is subject to the moratorium.

7. **Study and Code Amendments.** During the term of the moratorium the City Manager, by and through the Community Development Department and in conjunction with the City Attorney and such other departments as the City Manager designates, is directed to:

   (a) study the impacts of data centers on the water, wastewater, electrical, transportation and public safety systems serving the City, and on adjacent land uses;

   (b) evaluate appropriate zone districts, use categories, definitions and load or size thresholds for the use;

   (c) develop use-specific standards and performance standards, including standards addressing noise, standby generation, water consumption and reuse, heat rejection, screening, lighting, hazardous materials, decommissioning and financial assurance;

   (d) monitor and evaluate any data center legislation considered by the Colorado General Assembly and advise the City Council of the same; and

   (e) present recommended amendments to Title 21 of the Grand Junction Municipal Code to the Planning Commission and the City Council.

8. **Limited Effect.** This moratorium does not suspend the enforcement of any section of the Grand Junction Municipal Code or of any other applicable law. All other provisions of the Grand Junction Municipal Code remain in full force and effect.

9. **Severability.** If any section, sentence, clause or phrase of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, which can be given effect without the invalid portion.

10. **Effective Date.** This Ordinance shall take effect thirty (30) days after its final passage and final publication in accordance with Section 136 of the Charter of the City of Grand Junction.

Introduced on first reading the 7th day of October, 2026 and ordered published in pamphlet form.

Adopted on second reading the 21st day of October, 2026 and ordered published in pamphlet form.

_____
President of the City Council

Attest:

_____
City Clerk

Grand Junction City Council

Regular Session

Item #6.b.i.

Meeting Date: October 21, 2026

Presented By: Lily Sutton, Senior Planner

Department: Community Development

Submitted By: Lily Sutton

Information

SUBJECT:

An Ordinance to Rezone 2.88 Acres from I-1 (Industrial Light) to CG (Commercial General), Located at 2324 Highway 6 and 50.

RECOMMENDATION:

The Planning Commission reviewed this at their September 22nd meeting. They recommended approval 7-0.

EXECUTIVE SUMMARY:

RAMS 1 Ho LLC, property owner, is requesting a rezone of a total of 2.88 acres from I-1 (Industrial Light) to CG (Commercial General), located at 2324 Highway 6 & 50. If approved, the requested CG zone district would be consistent with the Comprehensive Plan which has a Land Use Map designation of Commercial.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The property is currently zoned I-1 and is developed with an auto sales facility. The property owner is requesting a rezoning to CG in anticipation of a new retail and office development. The property is within the 24 Road Overlay and any redevelopment would need to comply with the design standards of this overlay. The Comprehensive plan designates the future land use for this property as Commercial. The Land Use Map, as adopted, supports the CG zone district. The “Commercial” land use designation is implemented through zone districts which are comprised of commercial uses, offices, retail, medical offices, higher density housing, small warehouses, light industrial uses, and places of worship.

The request for a rezone anticipates future commercial uses on the property. However, it is important to note that all uses allowed in the CG zone district would be permitted on

this property.

The purpose of the CG district is to accommodate commercial, employment, multi-unit, and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. While ground stories along streets are intended for commercial uses, the upper stories are appropriate for residential and/or office uses.
In addition to the CG zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designation of Commercial:

a. MU-2 (Mixed-Use Light Commercial)
b. P-2 (Public, Civic, and Institutional Campus)
c. PD (Planned Development)

The properties adjacent to the subject property to the north and west are zoned I-1. The properties to the south, across Highway 6 & 50 and River Road are zoned I-2 (Industrial General). The property to the east is zoned PD.

NOTIFICATION REQUIREMENTS
A Neighborhood Meeting regarding the proposed rezone request was held virtually on June 23, 2026, at 5:30 pm, in accordance with Section 21.02.030(c) of the Zoning and Development Code. City staff were present along with the applicant, their consultants, and 1 attendee. Information was presented regarding the request, the timeline of the request, opportunities for public comments, site access, utilities, and public notifications for the rezone request.

Notice was consistent with the provisions in Section 21.02.030(g) of the Zoning and Development Code. The subject properties were posted with a public hearing notice sign. Mailed notice of the public hearings before the Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on September 11, 2026. The notice of this public hearing was published September 12, 2026, in the Grand Junction Daily Sentinel.

ANALYSIS
The criteria for review are set forth in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code, which provides that an applicant for rezoning has the burden of producing evidence that proves **each** of the following criteria:

(A) Consistency. The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

The proposed rezone to CG implements the following Plan principles, goals, and policies of the Comprehensive Plan:

Land Use Plan: Relationship to Existing Zoning
Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation. As a guide to future zoning changes,

the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan. The requested zoning of CG is compatible with an implementing zone district for the Comprehensive Plan Land Use Map designation of Mixed Use.

Plan Principle 2: Resilient and Diverse Economy

Plan Principle 2 of the Comprehensive Plan emphasizes encouraging economic diversity and focuses on strengthening Grand Junction's long-term economic health by supporting a diversity of business types, encouraging locations where business can thrive with good visibility and access, and creating land use patterns that are able to adapt to economic shifts over time. CG is one of the City's most effective tools for implementing principle 2 because it creates a development environment where economic diversity and resilience can occur. CG allows a broader range of commercial uses than I-1 while also allowing residential uses that can help support the commercial uses, making them more resilient. CG is also designed for parcels located along transportation corridors. This location at the corner of two arterials in Patterson and 29 Road is a logical place for corridor commercial mixed-use. CG therefore strengthens the resilience of the local economy by diversifying use types and enabling incremental redevelopment along key corridors.

Plan Principle 3: Responsible and Managed Growth

Plan Principle 3 focuses on guiding development into areas within the City where the City has already invested in transportation, utilities, public safety, parks, and other core services. It encourages infill, reinvestment, and land-use efficiency rather than fringe greenfield development. Rezoning this property to CG channels growth to areas with existing infrastructure capacity. This area already has adequate road infrastructure, existing water and sewer systems, and public safety areas with short response times. By upzoning this to CG consistent with the comprehensive plan, the City leverages past capital investments rather than extending infrastructure and increasing density in new greenfield areas and creating a long-term fiscal burden. CG also encourages redevelopment and intensification on parcels that are partially developed and underutilized. This property is ripe for redevelopment and is currently underutilized with a large portion of it being undeveloped property. Rezoning the property to CG will encourage more compact development forms and gives the property more options for redevelopment. CG also allows the level of intensity and mix of uses appropriate for corridor sites, ensuring that these high-visibility, high-accessibility locations are used to their full potential. Further, by accommodating additional housing and commercial space inside the existing urban footprint, CG helps limit sprawl and the need for new infrastructure extensions.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Plan Principle 5 aims to ensure that Grand Junction develops as a community with strong, connected neighborhoods supported by a diverse range of housing options. Its purpose is to provide housing that meets the needs of people at all stages of life and income levels, while promoting walkable, mixed-use environments with access to services, amenities, and transportation. By encouraging reinvestment, housing variety,

and neighborhood vitality, this principle guides land-use decisions that create resilient, inclusive, and vibrant neighborhoods across the city. CG expands the variety of housing types available. It allows apartments, town homes, and mixed-use residential, providing multiple options beyond the limited choices permitted in traditional residential zones districts. By enabling a variety of commercial uses, CG helps accommodate diverse housing needs, including housing for young professionals, workforce households, and smaller families.

Plan Principle 6: Efficient & Connected Transportation
Plan Principle 6 of the Comprehensive Plan calls for development patterns that support efficient, multimodal transportation networks. CG zoning directly advances Principle 6 by establishing the land-use pattern, intensity, and walkable urban form needed to support multimodal transportation along key corridors. By allowing higher residential densities and mixed-use development, CG produces the population, employment, and service concentrations necessary to sustain transit, enhance bicycle connectivity, and encourage walking. The district's design standards promote buildings that frame the street, reduce reliance on vehicles, and create safe, comfortable environments for all travel modes. This compact, corridor-focused development pattern improves the efficiency of the transportation system, reduces vehicle miles traveled, and aligns with the Comprehensive Plan's long-term strategy of creating connected, multimodal corridors that serve both residents and businesses.
Thus, staff finds that this criterion has been met.

(B) Development Patterns. The proposed zoning will result in logical and orderly development pattern(s).

The requested rezoning to CG is appropriate given the subject property's location and its relationship to surrounding land uses. CG is specifically designed for corridor-scale commercial development, making it a logical and orderly progression from higher-intensity industrial districts such as I-1 to more intensive commercial or employment uses typically found along major transportation routes. This zoning district supports both vertical and horizontal transitions, allowing ground-floor commercial uses with residential units above, which provides an effective buffer between corridor activity and adjacent lower-density neighborhoods while still maximizing the property's potential. The corridor framework also means that supporting infrastructure—streets, utilities, transit access, and related improvements—is generally already in place or planned to accommodate higher-intensity development, enabling the City to capitalize on existing public investments rather than extending services outward. Additionally, rezoning to CG encourages infill and redevelopment instead of greenfield expansion, reinforcing the community's goals for compact, efficient, and walkable urban form. This type of development pattern reduces sprawl, makes more efficient use of infrastructure, and aligns directly with the Comprehensive Plan's emphasis on reinvesting within established areas to create sustainable, mixed-use neighborhoods.

Thus, staff finds that this criterion has been met.

(C) Benefits. The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

Rezoning the property to CG provides several strategic benefits that directly support community priorities and implement key goals of the Comprehensive Plan. The CG district also facilitates commercial and employment-generating uses, allowing the site to contribute to corridor-based economic development consistent with Principle 2, which emphasizes building a resilient and diverse local economy. Concentrating new growth within transportation corridors enhances walkability, supports transit use, and strengthens multimodal mobility options, aligning with Principle 6's directive to promote efficient and connected transportation systems while reducing automobile dependence and improving sustainability. The more intensive, mixed-use development pattern allowed in CG also makes more efficient use of existing public infrastructure and services, lowering per-unit service costs and improving the long-term fiscal sustainability of public investments. In addition, CG encourages active, vibrant street environments by supporting ground-level commercial uses, pedestrian activity, and residential density, contributing to high-quality placemaking along the corridor. Finally, because the rezoning directly implements the Comprehensive Plan's long-range growth vision, the benefits extend well beyond the current development proposal, supporting the community's broader goal of creating resilient, well-connected, and economically vibrant neighborhoods.
Thus, staff finds that this criterion has been met.

FINDINGS OF FACT AND STAFF RECOMMENDATION
After reviewing the 2324 Highway 6 & 50 rezone request, a total of 2.88 acres from I-1 (Industrial Light) to CG (Commercial General), located at 2324 Highway 6 & 50, the following findings of facts have been made:

1. The request has met the criteria identified in Section 21.02.050(m)(3)(ii) of the Zoning and Development Code.

Therefore, City Staff recommends approval of the requested Rezone.

FISCAL IMPACT:

There is no associated direct fiscal impact with this request.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5346, an Ordinance Rezoning 2.88 Acres from I-1 (Industrial Light) to CG (Commercial General), Located at 2324 Highway 6 and 50, on final passage and order final publication in pamphlet form.

Attachments

1. Exhibit 1 - Development Application
2. Exhibit 2 - Neighborhood Meeting Notes
3. Exhibit 3 - Site Maps

4. Exhibit 4 - Draft Ordinance

CITY OF Grand Junction COLORADO
COMMUNITY DEVELOPMENT

Development Application

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

Petition For: Rezone

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

Existing Land Use Designation: Auto Related Sales
Existing Zoning: I-1
Proposed Land Use Designation: Light Commercial/Retail/Office
Proposed Zoning: CG

Property Information

Site Location: 2324 HIGHWAY 6 AND 50
Site Acreage: 2.87
Site Tax No(s): 2945-052-16-001
Site Zoning: I-1
Project Description: Rezone a 2.87 acre parcel from I-1 to CG.

Property Owner Information	Applicant Information	Representative Information
Name: RAMS 1 HO LLC	Name: RAMS 1 HO LLC	Name: GreenBox Studio
Mailing Address: 1702 E MAIN ST	Mailing Address: 1702 E MAIN ST	Mailing Address: 215 Pitkin Ave. #201
City/State/Zip: MONTROSE, CO 81401	City/State/Zip: MONTROSE, CO 81401	City/State/Zip: Grand Jct, CO 81501
Business Phone #: 972-832-3706	Business Phone #: 972-832-3706	Business Phone #: 970-730-2830
Contact Person: Abraham Philips	Contact Person: Abraham Philips	Contact Person: Mallory Reams
Contact Phone #: 972-832-3706	Contact Phone #: 972-832-3706	Contact Phone #: 970-730-2830
Pref Contact Method: Email	Pref Contact Method: Email	Pref Contact Method: Email

NOTE: Legal property owner is owner of record on date of submittal.

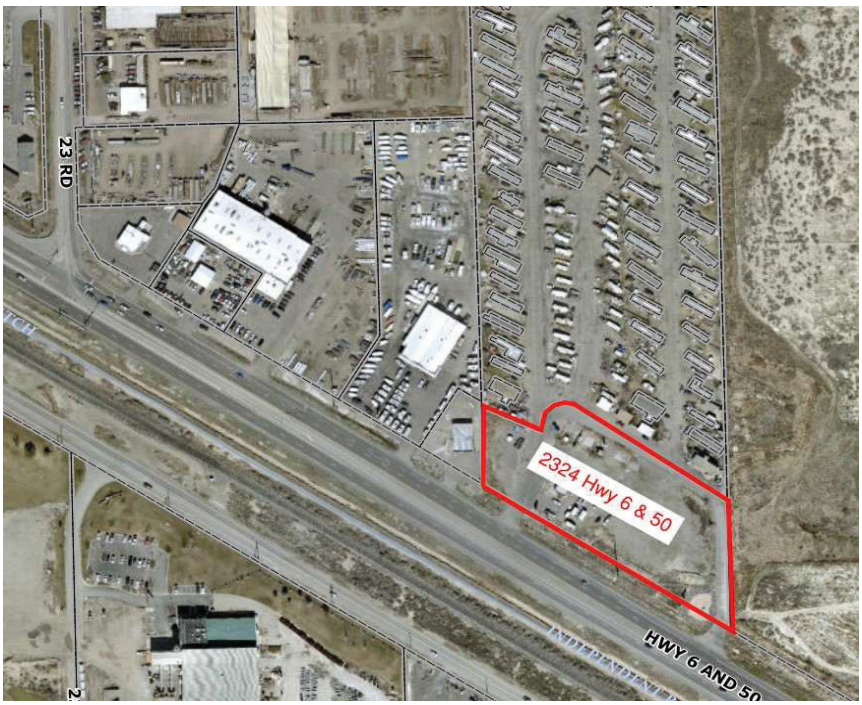
We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application: Mallory Reams
Date: 6-23-2026
Signature of Legal Property Owner: [signature]
Date: 6/4/2026

GreenBox STUDIO

June 3, 2025

RE: Public Comment Meeting for a request to Rezone 2324 Hwy 6 & 50 from I-1 (Industrial/Office Park) to CG (Commercial General) in accordance with the 2020 City of Grand Junction Comprehensive Plan.



Dear Neighbor:

This letter is to inform you that a public development information meeting will be held regarding the above mentioned project virtually on Monday, June 22, 2026, at 5:30 PM via Microsoft Teams Meeting. You can access the meeting by following the instructions below or email mreams@grnboxstudio.com before the meeting to request a link:

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/215803662105449?p=5AmWD7rvOR1siZdDup
Meeting ID: 215 803 662 105 449
Passcode: cY7XR2qD

The meeting is designed to provide as much information as possible and address any questions or concerns to the best of our ability.

Sincerely,

Mallory Reams

Mallory Reams
Project Coordinator
mreams@grnboxstudio.com

2324 Highway 6 & 50 - Aerial



N

0 0.1 0.2 Miles

Printed: 8/17/2026

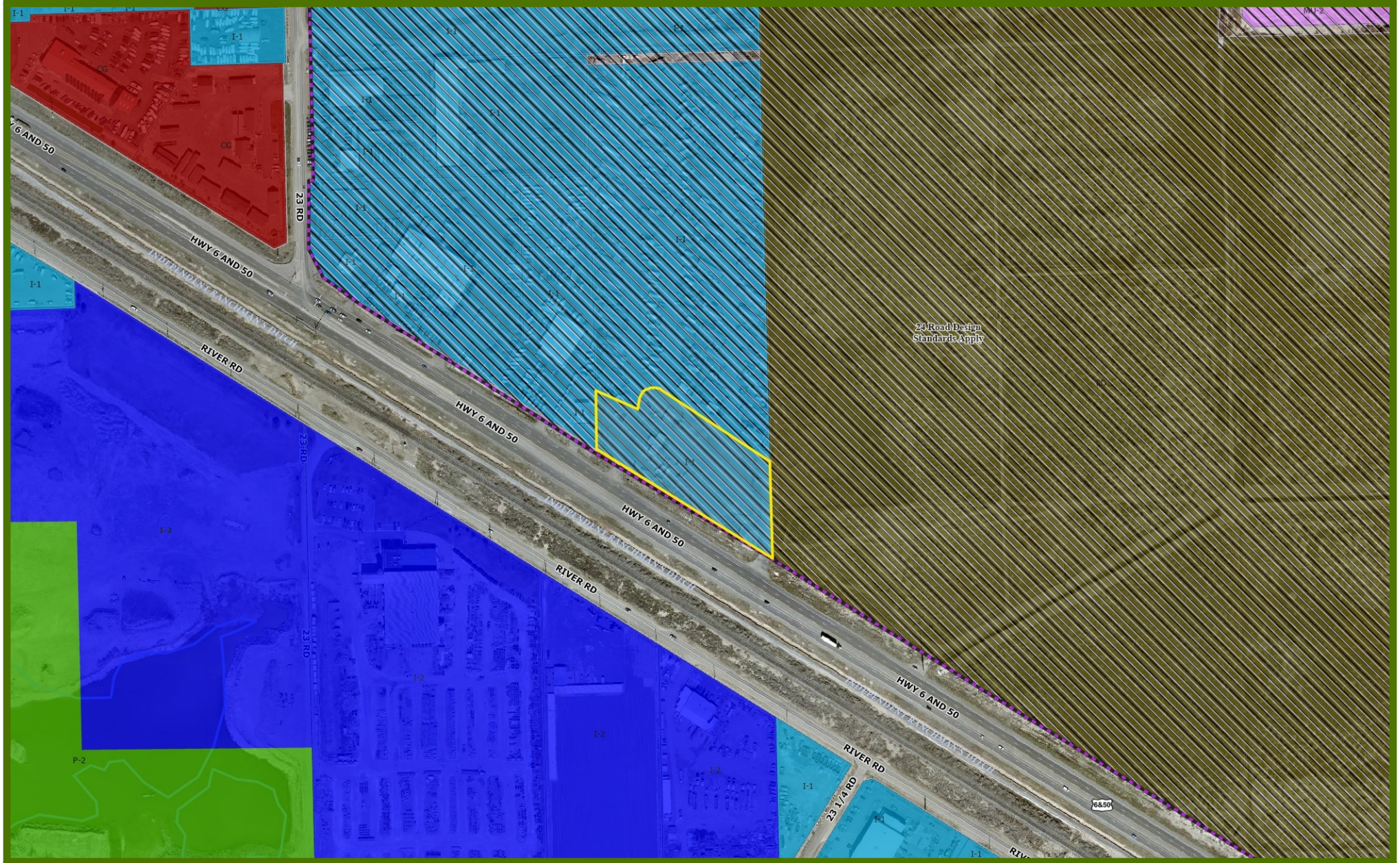
1 inch equals 0.071 miles

Scale: 1:4,514

CITY OF Grand Junction COLORADO GIS DIVISION

Author: lily.sutton@gjcity.org

2324 Highway 6 & 50 - Zoning



N

0 0.1 0.2 Miles

Printed: 8/17/2026

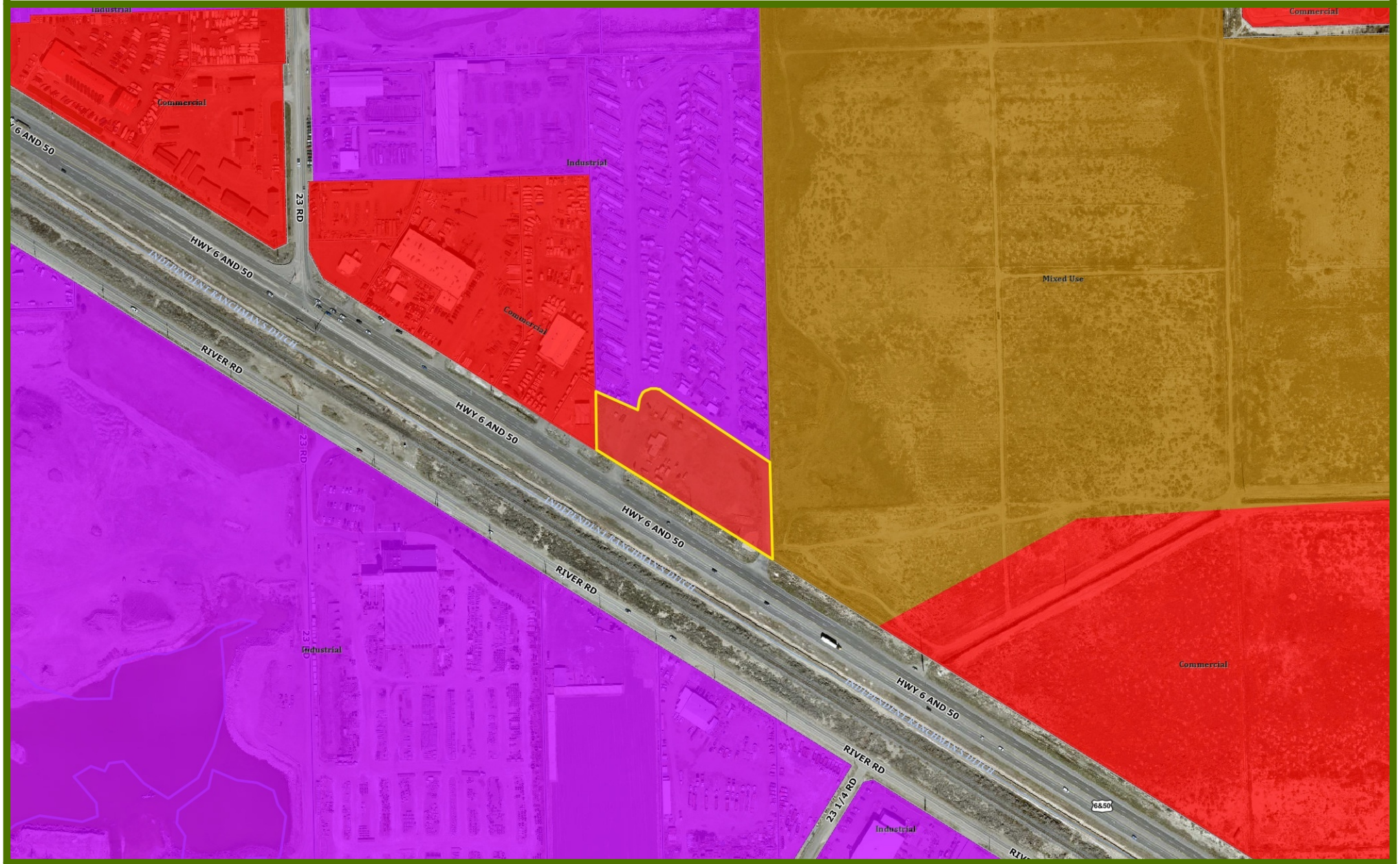
1 inch equals 0.071 miles

Scale: 1:4,514

CITY OF Grand Junction COLORADO GIS DIVISION

Author: lily.sutton@gjcity.org

2324 Highway 6 & 50 - Land Use



N

0 0.1 0.2 Miles

Printed: 8/17/2026

1 inch equals 0.071 miles

Scale: 1:4,514

CITY OF Grand Junction COLORADO GIS DIVISION

Author: lily.sutton@gjcity.org

ORDINANCE NO.

AN ORDINANCE REZONING APPROXIMATELY 2.88 ACRES FROM I-1 (INDUSTRIAL LIGHT) TO CG (COMMERCIAL GENERAL) ZONE DISTRICT LOCATED AT 2324 HIGHWAY 6 & 50

Recitals:

The property owner, Rams 1 Ho LLC, proposes a rezone from I-1 (Industrial Light) to CG (Commercial General) on a total of 2.88 acres located at 2324 Highway 6 & 50.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning from I-1 (Industrial Light) and to CG (Commercial General), finding that it is consistent with the One Grand Junction Land Use Map designation of Commercial and the plan's goals and policies.

After public notice and public hearing, the Grand Junction City Council finds that rezoning from I-1 (Industrial Light) to CG (Commercial General) is consistent with the vision, intent, goals, and policies of the Comprehensive Plan. The City Council also finds that the request for rezone to the CG (Commercial General) zone district meets the stated criteria of Section 21.02.050(m) (3)(ii) of the Grand Junction Zoning and Development Code.

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

The following property is hereby zoned CG (Commercial General)

Legal Description

Lot 1 in Western Mesa Subdivision as recorded in the records of the Mesa County Clerk and Recorder at Reception No. 2620803.

Said Rezone containing 125,288 Square Feet or 2.88 Acres, more or less as described.

INTRODUCED on first reading this 7th day of October 2026 and ordered published in pamphlet form.

ADOPTED on second reading this 21st day of October 2026 and ordered published in pamphlet form.

ATTEST:

_____	_____
Selestina Sandoval	Laurel Lutz-Cole
City Clerk	President of the Council

Grand Junction City Council

Regular Session

Item #7.a.

Meeting Date: October 21, 2026

Presented By: Ashley Firl, Interim Utilities Director

Department: Utilities

Submitted By: Ashley Firl

Information

SUBJECT:

Authorize Contract Amendment with AE2S for the Persigo Wastewater Treatment Plant Phase 2 Expansion Project

RECOMMENDATION:

Authorize the City Purchasing Division to execute a contract amendment with Advanced Engineering and Environmental Services, LLC (AE2S) in an amount not to exceed $950,000 to accelerate the design and permitting of Secondary Clarifier #3 and the condition assessment of Secondary Clarifier #4 at the Persigo Wastewater Treatment Plant.

EXECUTIVE SUMMARY:

Recent failures of secondary clarification infrastructure at the Persigo Wastewater Treatment Plant (Persigo) have significantly reduced operational reliability and eliminated redundancy within this essential step of the treatment process. Although Secondary Clarifier #1 has been returned to service following emergency repairs, Secondary Clarifier #4 remains out of service, leaving Persigo dependent on Secondary Clarifiers #1 and #2 without a standby unit.

The City's 2020 Wastewater Treatment Facilities Master Plan identified construction of Secondary Clarifier #3 as a future improvement. However, the original Phase 2 Expansion Project anticipated rehabilitation of the three existing clarifiers rather than construction of an additional system. Recent mechanical failures and potential structural deficiencies at Clarifier #4 have raised concerns about whether rehabilitation remains a viable long-term solution.

Staff recommends amending the existing AE2S engineering services contract in an amount not to exceed $950,000 to accelerate design and permitting of Clarifier #3 while assessing the condition of Clarifier #4. Construction of Clarifier #3 will be accelerated

as part of the Phase 2 Expansion Project to restore operational redundancy and allow for the planned rehabilitation of Clarifiers #1 and #2 while maintaining treatment capacity.

BACKGROUND OR DETAILED INFORMATION:

Secondary clarifiers are an essential component of the wastewater treatment process, separating treated wastewater from biological solids before the water proceeds to ultraviolet disinfection and is finally discharged to the Colorado River through a diffuser structure. Persigo has three existing secondary clarifiers, numbered #1, #2, and #4, and has historically operated with two clarifiers in service and a third available for standby.

Secondary Clarifier #4 is currently out of service due to mechanical deficiencies and concerns regarding its structural condition. The clarifier mechanism is out of alignment, and recent observations have raised additional concerns regarding the condition of the clarifier floor and damage to associated underground piping. Further investigation is necessary to determine the extent and cause of these irregularities and whether the clarifier can be rehabilitated or must be replaced.

On September 1, staff identified a separate failure affecting the influent conveyance piping to Secondary Clarifier #1. A blockage ultimately resulted in an overflow at Control Structure #3 on September 8, which was reported to the Colorado Department of Public Health and Environment (CDPHE). Following extensive investigation, staff successfully removed an obstruction from the influent piping, completed necessary repairs, and returned Clarifier #1 to service.

With Clarifier #4 still unavailable, Persigo is operating without redundancy for this critical treatment process. An additional failure, maintenance outage, or operational upset could compromise treatment performance and increase the risk of noncompliance with the City's wastewater discharge permit.

Clarifiers #1 and #2 are approximately 42 years old and require substantial rehabilitation as part of the Phase 2 Expansion Project. Rehabilitation of Clarifier #4 was also included in Phase 2 but was accelerated earlier this year due to mechanical deficiencies, including authorization of a replacement mechanism in March 2026. However, more recent findings indicating potential structural deficiencies have raised concerns about whether rehabilitation remains a viable long-term solution.

The City's 2020 Wastewater Treatment Facilities Master Plan identified construction of Clarifier #3 as a future improvement to provide additional treatment capacity and operational redundancy. Although construction of Clarifier #3 was not originally included in the current Phase 2 scope, advancing its design now for early construction provides a permanent means of restoring redundancy while the condition and rehabilitation needs of Clarifier #4 are evaluated. It will also allow Clarifiers #1 and #2 to be removed from service for rehabilitation when Phase 2 construction begins in 2028 while maintaining treatment capacity.

AE2S is currently providing engineering services for the Phase 2 Expansion Project. The proposed contract amendment will accelerate design and permitting of Clarifier #3 and provide for a condition assessment and evaluation of rehabilitation or replacement alternatives for Clarifier #4.

The City previously authorized replacement of the Clarifier #4 mechanism, with delivery now anticipated in spring 2027. This equipment can instead be installed in the new Clarifier #3, allowing the City to utilize the previously authorized investment while determining the appropriate long-term solution for Clarifier #4.

The City intends to accelerate the design, permitting, and construction of Clarifier #3 to restore operational redundancy as quickly as possible. AE2S can coordinate with the City's construction contractor to allow certain preconstruction activities to proceed concurrently with design and permitting, where feasible. The proposed $950,000 contract amendment is limited to engineering services. Construction of Clarifier #3 will be addressed through a separate construction contract or contract amendment, subject to applicable procurement requirements and authorizations.

FISCAL IMPACT:

The proposed contract amendment is in an amount not to exceed $950,000. Funding is available within the adopted 2026 Sewer Enterprise Fund budget from previously appropriated Phase 2 design funds that will not be fully expended during the current fiscal year. The proposed 2027 budget includes funding to continue Phase 2 design activities and construction of Secondary Clarifier #3.

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to execute a contract amendment with Advanced Engineering and Environmental Services, LLC (AE2S) in an amount not to exceed $950,000 for secondary clarifier assessment, design, and permitting services as part of the Persigo Wastewater Treatment Plant Phase 2 Expansion Project.

Attachments

1. SIGNED MEMO AE2S Contract Amendment for Clarifiers
2. AE2S Contract Amendment Secondary Clarifiers 10.21.2026

Docusign Envelope ID: 8C186441-6C2A-8153-8133-CF7B2C42C0E1

CITY OF Grand Junction COLORADO

Memorandum

TO: Mike Bennett, City Manager
Jay Valentine, Chief Financial Officer

FROM: Ashley Firl, Interim Utilities Director

DATE: September 29, 2026

SUBJECT: Persigo WWTP Secondary Clarifier Design – AE2S Contract Amendment

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Purpose - This memorandum requests approval of a Change Order with Advanced Engineering and Environmental Services, LLC (AE2S) in an amount not to exceed $950,000 to accelerate design and permitting of Secondary Clarifier #3 and related assessment of Secondary Clarifier #4.

Background - As outlined in the September 9 memorandum (attached), the loss of Clarifiers #1 and #4 temporarily left Persigo operating with only Clarifier #2. Since that time, staff removed an obstruction from the Clarifier #1 influent conveyance, repaired the pipe opened during the investigation, and returned Clarifier #1 to service. Clarifier #4 remains unavailable.

Persigo is therefore operating with Clarifiers #1 and #2 but without redundancy for this essential treatment stage. The plant has historically operated with two clarifiers in service and a third available as standby. Clarifiers #1 and #2 are approximately 42 years old and planned for substantial rehabilitation during the Phase 2 Expansion Project. Clarifier #3 was identified in the 2020 Master Plan by Carollo Engineers to provide future redundancy and resiliency.

Proposed Amendment - AE2S is currently designing the Phase 2 Expansion Project. The proposed amendment would accelerate design and permitting of Clarifier #3 while continuing evaluation of Clarifier #4.

Clarifier #3 will restore operational flexibility and redundancy and is necessary to make Persigo construction-ready for Phase 2, allowing Clarifiers #1 and #2 to be taken out of service for rehabilitation while maintaining treatment capacity. Initial planning indicates that Clarifier #3 will require at least nine months to construct, even on an accelerated schedule. The mechanism authorized for Clarifier #4 in March of 2026 can instead be installed in Clarifier #3 upon delivery in spring 2027 while the long-term solution for Clarifier #4 is determined.

Recommendation - Staff recommends approval of the AE2S contract amendment in an amount not to exceed $950,000 to advance assessment of Secondary Clarifier #4 and accelerate design and permitting of Secondary Clarifier #3. The 2026 approved budget includes Phase 2 design funding that will not be fully expended this fiscal year and is available to fund this amendment. The 2027 proposed budget includes funding to continue Phase 2 design through the next calendar year.

On behalf of the Phase 2 Expansion Project, I would like to request your signatures for approval of Change Order #1 to allow the City Purchasing Division to execute a Cpmtract amendment revising AE2S to incorporate the above pending City Council Approval on October 21, 2026.

Docusign Envelope ID: 8C186441-6C2A-8153-8133-CF7B2C42C0E1

Recommended by: Signed by: Ashley Firl 9/29/2026
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Ashley Firl, Interim Utilities Director Date

Approved by: Signed by: Jay Valentine - CFO 9/29/2026
109B43B8E5D1483...
Jay Valentine, Chief Financial Officer Date

Approved by: Signed by: Mike Bennett - City Manager 9/29/2026
Mike Bennett, City Manager Date

Docusign Envelope ID: 8C186441-6C2A-8153-8133-CF7B2C42C0E1

www.ae2s.com

September 25, 2026

Mr. Eric Schoeny, PE, Utilities Engineering Supervisor
City of Grand Junction
244 North 7th Street
Grand Junction, CO 81501

Re: Persigo Wastewater Treatment Plant (WWTP) Phase II Project
Amendment No. 1 - Secondary Clarifier No. 3 Design Scope, Schedule, and Fee Proposal

The City of Grand Junction (City) will complete the construction of the Persigo Wastewater Treatment Plant (WWTP) Clarifier No. 3. The City will also complete the assessment and rehabilitation and/or replacement of Clarifier No. 4. The project scope, schedule, and fee is presented.

Background and Understanding

A technical memorandum (TM) titled *Persigo WWTP Secondary Clarifier Approach Capacity Clarifier* of September 14, 2026 (Revised September 25, 2026) describing the secondary clarifier conditions and options for design and assessment is attached.

The City has provided the following information:

- HDR, Inc. as-built drawings titled Persigo Wash Wastewater Treatment Plant of May 1985 (five (5) sheets).
- Western Colorado Testing, Inc. soil boring logs of January 2000 (11 pages).
- Sear Brown record drawings titled *Persigo Wastewater Treatment Plant Final Clarifier Addition* of May, 2001 (26 sheets).
- RockSol Consulting Group, Inc. report titled *Geotechnical Investigation Report, Persigo Wastewater Treatment Plant Expansion* of May 2023.
- Wiss, Janney, Elstner Associates, Inc. (WJE) report titled *Persigo Wastewater Treatment Plant Geotechnical Investigation* of October 2019
- City of Grand Junction drawings titled PWWTP Clarifier 4 Existing Condition Plan of September 2026 (five (5) sheets)

The City is operating Clarifier Nos. 1 and 2 after successfully removing debris impacting the influent pipe at Clarifier No. 1. Delivery of the City's previously ordered clarifier mechanism for Clarifier No. 4 is anticipated in May 2027 and is anticipated for installation in Clarifier No. 3.

The design of Clarifier No. 3 and assessment of Clarifier No. 4 will be initiated immediately. Recommendations for fast tracking rehabilitation and/or repair of Clarifier No. 4; procurement of a new mechanism for Clarifier No. 4; and construction of Clarifier No. 3 (prior to completion of the design) will be provided as the design is initiated.

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Scope of Work

The Project scope of services, including assumptions and limitations to completing the work, is presented.

Task 1: Project Management

Manage the project to complete the deliverables in accordance with the schedule. Project Management tasks include:

- Bi-weekly in person coordination meetings.
- Monthly reporting and invoicing.
- Maintaining a record of decisions made by the project team and a register of project risks.
- Requesting information from the City for use in the investigation and design.

Task 1 Deliverables

- Decision Register.
- Risk Register.
- Requests for Information (RFI).
- Monthly Reports and Invoices.

Task 2: Condition Assessment

Conduct an on-site assessment of the process and structural condition of Clarifier No. 4. The on-site assessment will include determination of:

- the condition of the equipment and structure.
- the ability to salvage equipment, pipe, appurtenances, and/or the structure.
- the root cause of the failure to minimize the risk of a future incidence with existing and future clarifiers.

The City will expose the existing buried utilities and perform a visual inspection of the condition of the buried infrastructure. The City will complete closed circuit television (CCTV) of the existing influent and return activated sludge (RAS) pipelines. The City's geotechnical consultant (RockSol) will perform a drilling program at Clarifier No. 4 to confirm that the geotechnical conditions are consistent with previous reports.

Recommendations will be provided for RockSol to complete soil borings, monitoring well installation, test pits, and soil sampling for use with the design of Clarifier No. 3.

Task 2 Deliverables

- Recommendations for RockSol to complete soil borings for use with Clarifier No. 3 design.
- Geotechnical Report by RockSol.

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Task 3: Alternatives Evaluation

Prepare a summary of the Secondary Clarifier No. 4 condition assessment and recommended repair and/or rehabilitation alternatives in a Microsoft PowerPoint slide format. An in-person review workshop will be conducted with the City to discuss the assessment and recommended repair and/or rehabilitation alternatives that include, but are not limited to:

- Repair and rehabilitation of Clarifier No 4 structure, pipe, and appurtenances including procurement of a new mechanism.
- Demolition and replacement of Clarifier No. 4 structure, pipe, and appurtenances including procurement of a new mechanism.

Support the City and City selected contractor(s) to implement selected repair, rehabilitation, material and equipment procurement, and/or replacement approaches. The City's selected contractor will provide anticipated construction costs for completion of selected approaches.

Task 3 Deliverables

- Microsoft PowerPoint Alternative Assessment Summary Slides.
- Alternative Assessment Workshop Agenda.
- Alternative Assessment Workshop Summary.
- Construction Cost Review Summary.
- Updated Decision Register.
- Updated Risk Register.

Task 4: Clarifier No. 4 Repair and/or Replacement Design

The design support of proposed repair and/or replacement of structure, pipe, and appurtenances including procurement of a new clarifier mechanism is contingent on the Condition Assessment and Alternatives Evaluation.

Task 4 Deliverables

- Design support sketches, specifications, cost reviews, and/or workshop attendance.

Task 5: Clarifier No. 3 Design and Permitting

Complete Clarifier No. 3 design including Contract Documents (specifications and drawings) for use by the City's contractor to complete the construction using a construction manager/general contractor (CM/GC) approach. The design will include the following:

- Site Location Application, Process Design Report, and Construction Approval documents and submittals to the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (WQCD) (three (3) separate submittals).
- Planning and Construction Approval documents and submittals to Mesa County.
- Construction Approval documents and submittals to the City of Grand Junction Fire Department.

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- Coordination with the City's CM/GC to accelerate the construction schedule up to eight (8) in person meetings with the CM/GC.
- Contract Specifications based on Engineers Joint Contract Documents Committee (EJCDC) Construction Manager at Risk (CMAR) for Division 0 – Contract Requirements.
- Technical Specifications based on Construction Specification Institute (CSI) for Division 01 and beyond including control narratives and demonstration and start-up requirements.
- Equipment cutsheets for clarifier mechanism procurement
- Drawings including:
    - Title sheet, index of drawings, legends and abbreviations, and general notes
    - Overall Site Plan
    - Demolition Plan
    - Yard Piping Plan
    - Clarifier Plan and Section
    - Process and Instrumentation Diagrams
    - Electrical One line drawing
    - Network architecture diagram
    - Grading and paving plans
    - Civil details
    - Electrical site plan
    - Structural plan and sections
    - Process details
    - Instrumentation details
    - Power and lighting plans
    - Grading and Erosion Control Plans and details
    - Structural details
    - Electrical details
    - Valve and equipment schedules
    - I/O lists
    - Conduit schedules
    - Panel schedules

Task 5 Deliverables

- Permitting pre-application meeting agenda (up to three (3)).
- Permitting pre-application meeting summaries (up to three (3))
- Review Workshop Agendas (up to three (3))
- Review Workshop Summaries (up to three (3))
- Sealed and Signed Drawings for City Site Plan Approval (if required).
- Basis of Design Report and Site Location Application for CDPHE WQCD Approval.
- Process Design Report for CDPHE WQCD Design Approval.

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- Sealed and Signed Construction Drawings for self-certification of CDPHE WQCD Construction Approval.
- Sealed and Signed Construction Drawings for Mesa County Building Department and City Fire Department Approval.
- Contract Documents (Specifications and Drawings) Issued for Construction (IFC).

Schedule

An accelerated schedule will be implemented for the project. The schedule includes completion of the assessment of Clarifier No. 4 with the design of Clarifier No. 3.

Permitting and construction of Clarifier No. 3 will be completed in parallel with the design in an effort to enable completion of the design and construction of Clarifier No. 3 for installation of the City procured mechanism as early as May 2027.

Construction in parallel with design of Clarifier No. 3 will require the City's CM/GC to preprocure materials and equipment, initiate site dewatering, and excavate the Clarifier No. 3 area prior to completion of the design. Portions of Clarifier No. 3 will be constructed while other portions of the Clarifier (launder, walkways, etc.) are further designed. The City's Phase I CM/GC indicated that construction will take approximately nine (9) months and approaches to accelerate the schedule will be developed.

The following schedule is anticipated:

Description	Anticipated Date
Task 2: Condition Assessment	Week of October 12, 2026
Contractor Initiates Site Construction	Week of October 12, 2026
Task 3: Alternatives Evaluation Workshop	Week of October 19, 2026
Task 5: 60% Design (interim Contract Documents Issued for Construction)	Week of November 2, 2026
Task 5: 90% Design (interim Contract Documents Issued for Construction)	Week of November 30, 2026
Task 5: Final Contract Documents Issued for Construction	Week of December 14, 2026

The proposed schedule is contingent on the approvals by the Mesa County, City of Grand Junction Fire Department, the CDPHE WQCD, and the City.

The schedule is based on the City proceeding with construction at risk related to the CDPHE WQCD permitting process.

The schedule is based on the City developing a guaranteed maximum price (GMP) with the City's selected CM/GC.

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Compensation:

The estimated compensation is based upon Standard Hourly Rates in the year the work is completed with a Not-to-Exceed Budget of $950,000.

Assumptions and Exclusions

The following assumptions and exclusions form the basis for this scope, schedule, and fee proposal.

1. The City will complete the geotechnical investigation and provide foundation recommendations for use with design of Clarifier No. 3; for assessment of Clarifier No. 4; and for repair and/or rehabilitation of Clarifier No. 4. Soil borings and associated geotechnical design development is not included.
2. Survey will be completed for the Phase II project. No additional survey is included.
3. A mat foundation will be design for Clarifier No. 3 based on available geotechnical information versus piers, aggregate piers, etc.
4. Repairs and rehabilitation approaches for Clarifier No. 4 are based on a mat foundation versus piers, aggregate piers, etc.
5. Draft Contract Documents (specifications and drawings) will be provided to the City's CM/GC for development of the GMP.
6. Draft Contract Documents (specifications and drawings) will be provided to regulatory agencies for approval to allow for accelerated construction.
7. Fees for permits are not included in the proposal and will be paid by the City.
8. Primary power from the electrical utility does not require upgrade for the project.
9. Sufficient spares exist in the motor control center (MCC), electrical panels, and input/output (I/O) cabinets to connect and power proposed motors, appurtenant equipment, and instruments.
10. The existing RAS and waste activated sludge (WAS) pump equipment may be utilized for Clarifier No. 3. Minor pipe and valve modifications may be required.
11. The City procured clarifier mechanism will be delivered in ~ May 2027 and will be installed in Clarifier No. 3.
12. Engineering Services During Construction (SDC) support including a resident project representative and start-up support services will be identified during design.

Thank you for the opportunity to continue to work on the Persigo WWTP Phase II project, and to include the critical work related to the secondary clarifiers. We look forward to working closely with the City to achieve project success. Should you have any question or concerns with the proposal, please contact me at kurt.carson@ae2s.com.

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Sincerely,
AE2S

Kurt Carson, PE
Project Manager

Attachments:

- Persigo WWTP Secondary Clarifier Approach Capacity Clarifier Technical Memorandum

cc: Ashley Firl, Interim Utilities Director
Evan Sales, Project Engineer
Aaron Rice, Wastewater Services Manager

https://ae2s.sharepoint.com/sites/ColoradoBusinessDevelopment/Shared Documents/City of Grand Junction/Phase 2 Plant Expansion pursuit/letter proposal clarifier design amendment.docx

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TECHNICAL MEMORANDUM

Date: September 25, 2026
To: Mr. L. Eric Schoeny, PE, Utilities Engineering Supervisor
From: Kurt Carson, PE, Project Manager
Subject: **Persigo Wastewater Treatment Plant (WWTP) Secondary Clarifier Capacity Approach**

EXECUTIVE SUMMARY

The Persigo Wastewater Treatment Plant (WWTP) is operating under an elevated risk condition with two secondary clarifiers in operation (Clarifier Nos. 1 and 2) as a result of the recent loss of secondary clarification infrastructure (Clarifier No 4). Clarifier No. 3 has not been constructed. The WWTP condition constitutes a wastewater treatment emergency. Immediate action is required to restore secondary clarification capacity, reduce the risk of permit violations, and protect the City's ability to reliably meet its wastewater treatment obligations.

The unexpected failure of Secondary Clarifier No. 4, followed by operational issues affecting Secondary Clarifier No. 1, had reduced the WWTPs available secondary treatment capacity below operational reliability standards (e.g., no redundant clarifier available in the event of a failure) and has increased the risk of discharge permit (effluent) compliance violations at average and peak flow. A clarifier mechanism replacement for Clarifier No. 4 is anticipated for delivery between March and May 2027 and may be installed for Clarifier No. 3 or 4, as desired.

A workshop with the City, Garney Construction, and AE2S was conducted at the WWTP on September 10, 2026, to discuss alternative approaches to assess the condition of Secondary Clarifier No. 4 and advance the design, permitting, and construction of Secondary Clarifier No. 3 on an expedited schedule. Design and construction of Clarifier No. 3 represents a reliable, and reduced risk approach to restore treatment capacity and operational redundancy at the WWTP and is recommended for authorization by the City.

The City will continue the assessment, repair, and rehabilitation of Clarifier No. 4 in parallel with design and construction of Clarifier No. 3. The assessment and rehabilitation of Clarifier Nos. 1 and 2 will be included with the Phase 2 improvements project.

BACKGROUND

Secondary clarification is a critical component of wastewater treatment and is required for maintaining regulatory compliance and protecting public health and the environment.

The Persigo WWTP has three (3) constructed secondary clarifiers:

- Clarifier No. 1

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- Clarifier No. 2
- Clarifier No. 4

The WWTP is operated with two (2) clarifiers in service while maintaining one (1) clarifier as a standby, redundant unit for operational flexibility and redundancy. Operation of two (2) clarifiers has successfully served the WWTP treatment requirements for decades.

The WWTP was designed to accommodate the future construction of Clarifier No. 3 when additional capacity and/or redundancy is determined as required. WWTP site space and infrastructure allowances are available for construction of Clarifier No. 3.

The three (3) existing clarifiers include the following:

- Clarifier No. 1 and Clarifier No. 2 were commissioned in 1984, are approximately 42 years old, and are approaching the end of service life (~50-years).
- Clarifier No. 4 was placed into service in 2000 and is approximately 26 years old.

Beginning in 1984 a combination of two (2) of the three (3) clarifiers have been operating continuously, 24 hours per day, 365 days per year.

EXISTING CLARIFIER CONDITION

The Phase 2 Program includes the rehabilitation of Clarifiers No. 1 and 2 due to age-related deterioration and known condition deficiencies.

Documented clarifier concerns include:

- Aging clarifier mechanisms that remain original to the 1984 construction.
- Return activated sludge (RAS) piping deficiencies (e.g., failing pipes).
- Equipment that has reached its expected service life (~20-years).
- Structures that are approaching their service life (~50-years).

The Phase 2 Program includes:

- Replacement of existing draft-tube clarifier mechanisms with Tow-Bro mechanisms for Clarifier Nos. 1 and 2.
- Structural concrete modifications required to accommodate the mechanisms.
- Installation of new walkways.
- Replacement of motor assemblies.
- Installation of scum collection equipment.
- Refurbishment of the launders.
- Rehabilitation and/or replacement of the existing 18-inch ductile iron pipe (DIP) RAS piping beneath the structures.

The improvements remain necessary regardless of the recent emergency conditions.

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SECONDARY CLARIFIER FAILURES

A summary of the clarifier failures follows:

Clarifier No. 4 Failure

In early August 2026 WWTP staff identified an unexpected failure of Secondary Clarifier No. 4.

The failure rendered the clarifier non-operational. Preliminary observations indicate the possibility of a structural failure associated with the clarifier floor, resulting in vertical and horizontal mis-alignment and likely damage to the clarifier mechanism and RAS and mixed liquor piping underneath the clarifier.

The root cause investigation and assessment is ongoing.

The loss of Clarifier No. 4 immediately eliminated the WWTPs redundancy and reduced operational flexibility.

Clarifier No. 1 Failure

On September 1, 2026, WWTP staff detected a restricted flow to Secondary Clarifier No. 1. WWTP staff immediately implemented measures to protect treatment performance and minimize permit compliance risk, including reducing flow to the clarifier and initiating inspection and condition assessment.

Initial investigations identified a hydraulic restriction within the clarifier influent feed pipe. Subsequent closed circuit television (CCTV) inspection indicated debris accumulation and blockage within the influent pipe including soils, gravel, and large rocks. Additional observations suggest the influent pipe may be compromised, damaged, and/or partially collapsed. The extent of the failure remains under investigation and the root cause investigation and assessment is ongoing.

Conditions continued to deteriorate following September 1, 2026. On September 8, 2026, the restricted influent pipe resulted in a secondary clarifier influent overflow at Control Structure No. 3 that was contained on the WWTP site. The WWTP staff determined at that time that Clarifier No. 1 was not operational due to the compromised influent pipe and the inability to reliably convey flow to the clarifier.

City operations staff determined that the pipe flow restriction was due to debris obstructing the pipe following investigation via CCTV and uncovering the influent pipe. Additional CCTV investigation on September 14, 2026 showed an obstruction in the pipe. The obstruction was removed on September 16, 2026 and a visual inspection of the pipe was completed. The City operations staff placed the pipe into operation several days after the obstruction was removed. The City operations staff indicated that Clarifier No. 1 is operational.

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RISK ASSESSMENT

The WWTP is operating in an overloaded emergency condition (two (2) secondary clarifiers in operation) with a risk of failing to maintain required treatment performance and discharge permit compliance.

The WWTP is operating below the regulatory and City desired level of redundancy necessary for sustainable and reliable operations with two clarifiers in operation.

While WWTP staff have implemented emergency operational measures to maintain treatment performance, the emergency operational measures are temporary in nature and are not considered a long-term solution. The WWTP staff maintains treatment performance through extraordinary operational efforts and temporary workarounds while the clarifiers are assessed and emergency repair and rehabilitation measures are evaluated and implemented. The risk of wastewater treatment performance issues and Colorado Discharge Permit System (CDPS) permit violations is heightened without restoration of secondary clarification capacity in the near term. Additional equipment failures, peak flow, maintenance outages, or process disruptions will further reduce treatment capability and increase the likelihood of effluent permit exceedances.

Specific risks include:

- Reduced treatment performance and process reliability.
- Increased vulnerability during wet weather and peak flow conditions.
- Effluent permit violations and regulatory non-compliance.
- Limited operational flexibility to respond to equipment outages or emergencies.
- Elevated risk of additional wastewater overflows, spills, or treatment upsets.
- Increased operation and maintenance staff attention to monitor the facility operation 24-hours per day, 7-days per week.
- Increased financial and regulatory exposure associated with non-compliance events.
- The delay of construction of Phase 2 improvements reduces redundancy if units are removed from service for construction related activities at Clarifier Nos. 1 and 2.

WWTP staff notified the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (WQCD) of the loss of secondary clarification capacity in accordance with the CDPS permit requirements on September 4, 2026.

EVALUATION OF RECOVERY OPTIONS

Potential options for restoring secondary clarification capacity include:

- Option No. 1 – Assess and Repair Clarifier No. 1. Option No. 1 is complete and Clarifier No. 1 is back in service.
- Option No. 2 – Operate Clarifier No. 1 in a temporary arrangement with pumping from the secondary clarifier diversion structure. Option No. 2 is based on two (2) assumptions: that the damage found in the assessment cannot be repaired and that the damaged influent

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pipe can be plugged upstream of the damage. Option No. 2 is no longer necessary as the influent piping is intact and functional.

- Option No. 3 – Assess and Repair Clarifier No. 4 (underway).
- Option No. 4 - Design and Construction of Clarifier No. 3 (for installation of the mechanism that is on order for Clarifier No. 4 and that is expected to be delivered between March and May 2027).
- Option No. 5 – Assessment of Clarifiers No. 1 and No. 2, following completion of Options 1 through 4 when redundancy is restored, as scoped in the Phase 2 Program.

Immediate implementation of Option 4 – Design and Construction of Clarifier No. 3 offers several advantages:

- The WWTP site is designed to accommodate the construction of Clarifier No 3, with provisions made for connecting piping to existing structures.
- Construction of Clarifier No. 3 restores treatment capacity as early as May 2027.
- Construction of Clarifier No. 3 restores operational redundancy as early as May 2027.
- Design criteria are established.
- The design and construction may proceed independently of ongoing failure investigations and clarifier assessments.
- Provides long-term resiliency rather than a temporary repair through construction of a new clarifier.
- Investment aligns with future WWTP planning and expansion objectives.
- Allows improvements to Clarifier Nos. 1 and 2 scheduled for Phase 2 to proceed while maintaining treatment capacity during construction operations.

RECOMMENDATION

The recommended approach includes the immediate implementation of Options 3 and 4.

Implementation of Option 3 – Design and Construction of Clarifier No. 3 represents a fast, reliable, and low-risk option for restoring treatment capacity and operational redundancy at the WWTP. Specifically, the following steps are recommended:

1. Immediately authorize an expedited design of Secondary Clarifier No. 3.
2. Initiate permitting, regulatory coordination, and environmental review activities necessary to support the accelerated construction schedule for Clarifier No. 3.
3. Initiate an expedited construction of Secondary Clarifier No. 3 including preparation of the site, excavation, and procurement of rebar and pipe materials by a Contractor. Allows construction to occur in parallel to the design effort.
4. Continue structural, geotechnical, and condition assessments of Clarifier No. 4 to determine whether repair or replacement represents a cost-effective and reliable long-term solution.

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5. Continue evaluation and repair planning for Clarifier No. 1, including video, cleaning, diagnosis of pipe faults, evaluation of repair strategies and emergency bypass pumping alternatives that may provide limited interim operational capability.
6. Maintain emergency operating measures and risk mitigation strategies necessary to sustain treatment performance and maximize permit compliance while permanent solutions are being implemented.

CONCLUSION

The WWTP condition constitutes a wastewater treatment emergency. Immediate action is required to restore secondary clarification capacity, reduce the risk of permit violations, and protect the City's ability to reliably meet its wastewater treatment obligations.

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CITY OF Grand Junction COLORADO

Memorandum

TO: Kimberly Bullen, Deputy City Manager
Jay Valentine, Chief Financial Officer
Mike Bennett, City Manager

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

DATE: September 9, 2026

SUBJECT: Persigo WWTP Secondary Clarifier Reliability and Redundancy

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Purpose - This memorandum provides formal notice of a significant operational condition involving the secondary clarification process at the Persigo Wastewater Treatment Plant (Persigo). Utilities has previously discussed the developing situation with City staff and leadership while evaluating potential solutions; however, Secondary Clarifier #1 is now officially out of service. On the evening of September 8, the failed conveyance to Clarifier #1 caused flow to back up within Control Structure #3 (CS3), ultimately resulting in an overflow and reportable spill. The condition requires prompt action to restore treatment capacity and redundancy.

Staff is actively evaluating temporary and permanent solutions and will provide updates once the appropriate course of action is better defined. Existing capital resources, including previously appropriated Clarifier #4 funding and budget associated with deferred projects, may offset some or all of the near-term financial need.

Current Condition and Risk - Persigo has three existing secondary clarifiers, #1, #2 and #4, and a future Clarifier #3 identified through previous master planning. (See attachment) Secondary clarifiers separate treated wastewater from biological solids before the treated water proceeds to ultraviolet disinfection and discharge to the Colorado River.

Clarifier #1 is officially out of service due to a failure in the 36-inch conveyance pipe from CS3. Multiple recent CCTV investigations have identified evidence of a compromised pipe, groundwater intrusion, and an obstruction within the pipe, but have not yet established the root cause of failure, its full condition or necessary repair. Because the damaged conveyance prevents flow directed toward Clarifier #1 from reliably leaving CS3, flow backed up within the structure on September 8 and ultimately overflowed. Plant staff immediately responded and completed applicable spill reporting requirements.

Clarifier #4 is also unavailable as a reliable backup. The approximately 26-year-old Tow-Bro mechanism is out of alignment, and additional concerns have more recently been identified regarding the structural and mechanical condition of the clarifier and its floor geometry. These findings call into question whether the previously approved $1.619 million mechanism and topping-grout replacement remains the appropriate rehabilitation approach, which Garney cannot complete until May 2027 when the new Tow-Bro is currently estimated to be delivered.

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Persigo is therefore dependent on Clarifier #2 as its only reliably available secondary clarifier. Previous engineering evaluations establish that two clarifiers are normally required to reliably manage average treatment flows, return activated sludge requirements, and effluent water quality, with additional capacity providing redundancy. The September 8 overflow demonstrates that the failed #1 conveyance is already affecting the plant's ability to consistently distribute secondary treatment flow. A subsequent failure or operational upset affecting #2 could impair the biological treatment process and the City's ability to meet discharge permit requirements.

Response - Utilities, Persigo staff, City Engineering, AE2S, and Garney Construction are evaluating the most timely and technically sound means of restoring a second clarifier to service. Current efforts include continued investigation of the #1 conveyance; a temporary conveyance solution to restore #1 while a permanent repair is developed; structural, mechanical, and floor evaluation of #4; and identification of permanent alternatives, materials, contractor availability, lead times, regulatory approvals, and procurement requirements.

The City notified CDPHE's Water Quality Control Division of the developing secondary clarifier capacity issue on September 3 pursuant to Persigo's discharge permit. The September 8 spill is subject to separate sanitary sewer spill reporting requirements. Persigo has not experienced an exceedance of its permitted effluent limitations associated with this condition.

AE2S and Garney's involvement builds upon work already underway at Persigo. AE2S is designing the Phase 2 Expansion, which includes secondary clarifier rehabilitation, allowing immediate solutions to be evaluated against the City's planned permanent configuration. Garney is currently performing construction at Persigo and previously worked with the City and equipment manufacturer to develop the Clarifier #4 replacement approach, providing immediate field and constructability support.

Long-Term Strategy and Next Steps - The current condition does not represent a newly identified capital need. The City's 2020 Wastewater Treatment Facilities Master Plan, prepared by independent consulting firm Carollo Engineers, identified improvements to CS3, rehabilitation and replacement of existing secondary clarifier assets, and construction of an additional 115-foot Clarifier #3 to improve reliability and achieve an “N+1” configuration. These improvements have subsequently been incorporated into Phase 2 planning.

The current condition primarily changes the urgency and sequencing of already identified improvements. Staff is evaluating whether Clarifier #3 should be accelerated as part of the Phase 2 Expansion.

Staff does not yet have sufficient information to reliably estimate the financial impact. Cost will depend on the extent of the Clarifier #1 conveyance repair and whether Clarifier #4 can be rehabilitated in consideration of the additional mechanical and structural concerns, which may be related to a confluence of aggravating factors including geotechnical, original construction, and/or operating conditions. Utilities is evaluating existing capital resources, including funding already appropriated for Clarifier #4 and funding available from deferred projects as well as realistic construction time frames, regulatory requirements, and strategic priorities.

Staff will return to City management as soon as the technical evaluation is sufficiently developed to discuss and recommend a course of action, procurement strategy, schedule, and funding plan based on trade-offs, available options and critical decision points. In the interim, Persigo staff will continue monitoring treatment performance, coordinating with CDPHE, and taking available operational measures to maintain permit compliance.

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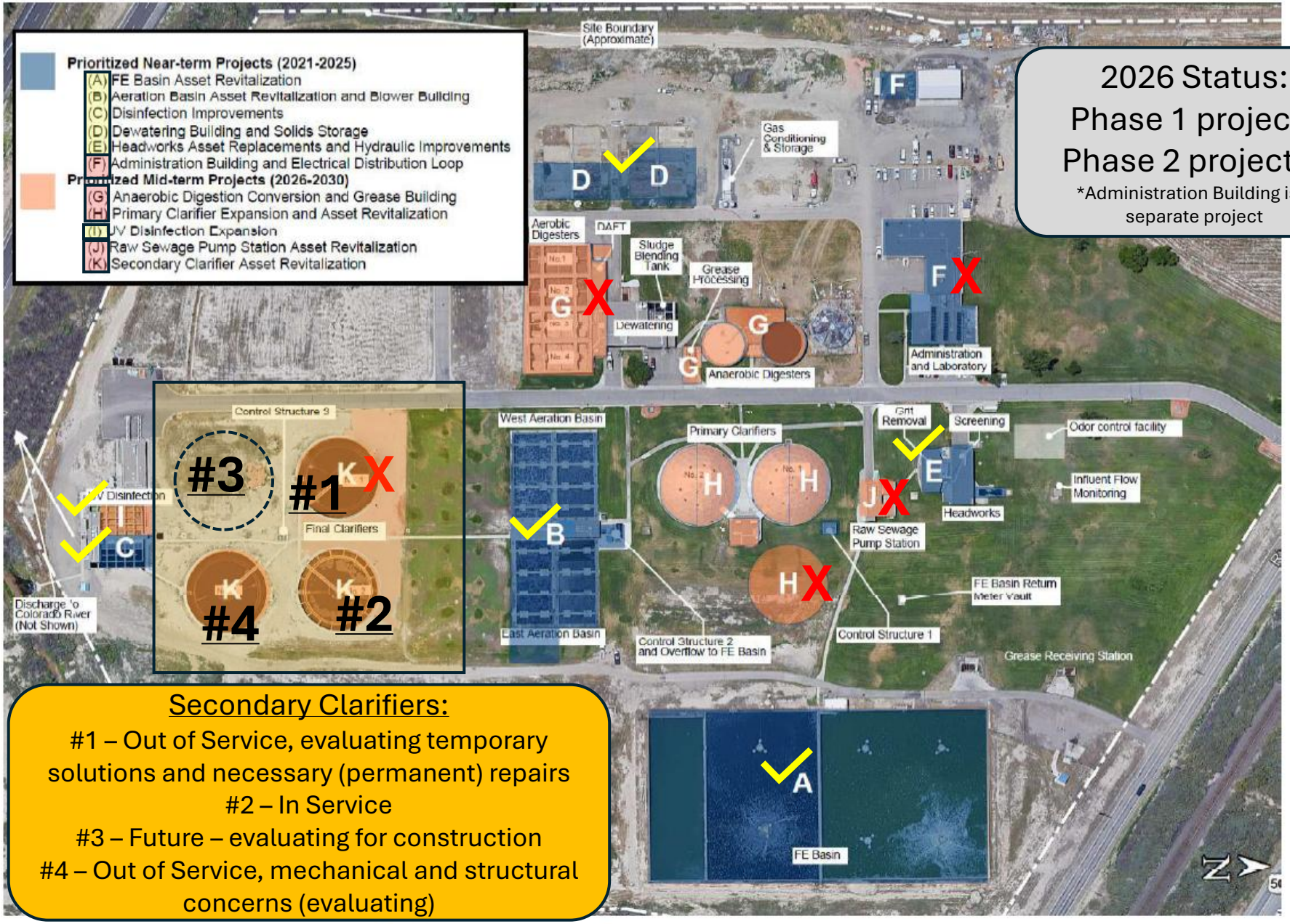


Figure ES.15 Aerial Image of Persigo WWTP Implementation Projects for 2021-2030

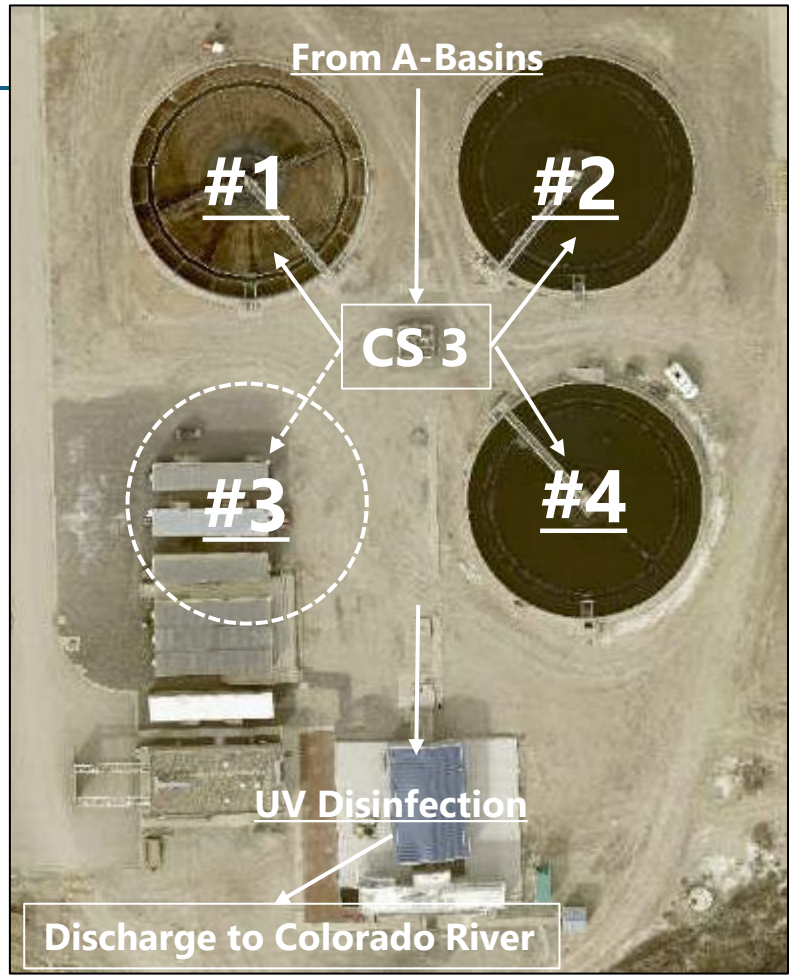
AE2S Persigo WWTP Phase 2 Expansion Project

Secondary Clarifier Contract Amendment

Ashley Firl
Interim Utilities Director
Environmental Compliance and Sustainability Manager

Persigo WWTP Secondary Clarifier Reliability

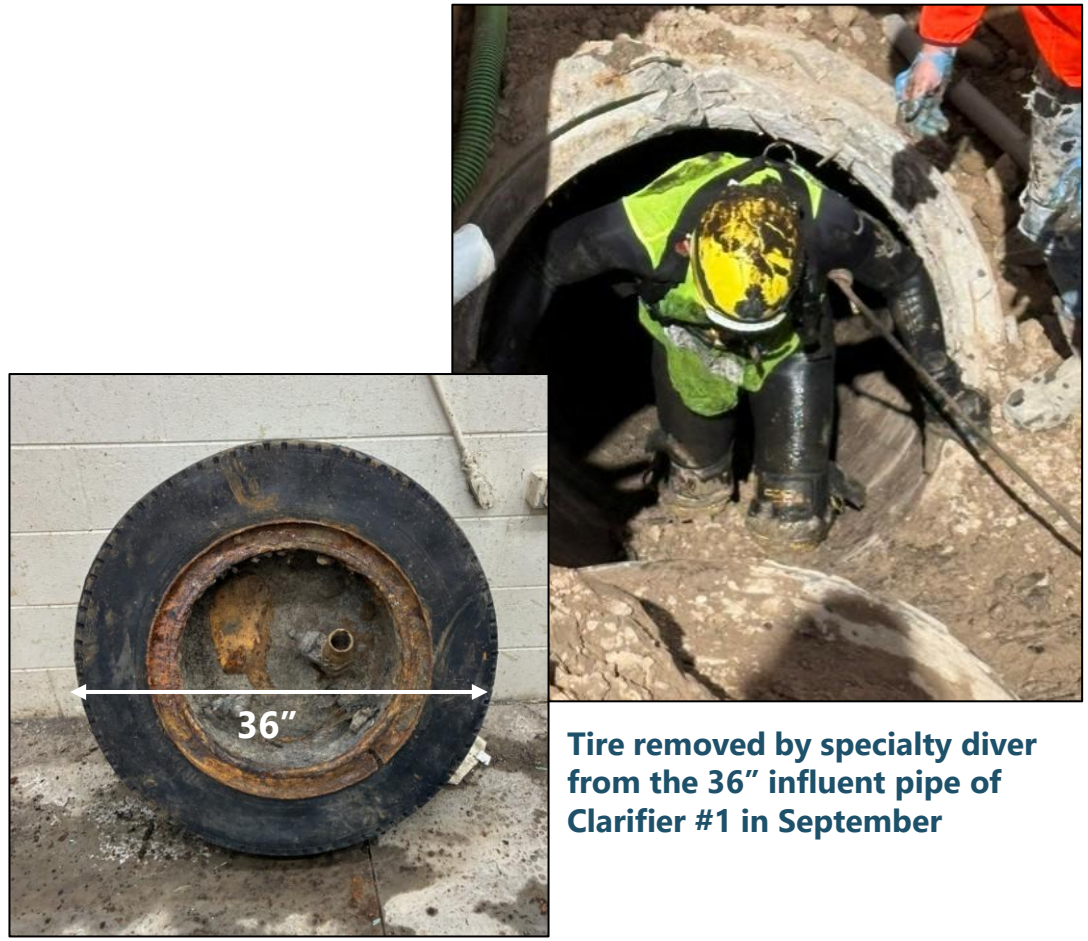
- Three existing secondary clarifiers: #1, #2, and #4
- Historically two in service, one on standby
- Clarifier #4 unavailable, #1 returned to service following emergency repairs
- Currently operating without redundancy



CITY OF Grand Junction COLORADO

Recent Infrastructure Failures

- #4: Mechanical deficiencies and potential structural concerns
- #1: Influent piping obstruction required shutdown and caused reportable overflow
- #1 repaired and returned to service
- #4 condition assessment ongoing, required repairs unknown



Tire removed by specialty diver from the 36” influent pipe of Clarifier #1 in September

CITY OF Grand Junction COLORADO

Revised Phase 2 Project Approach

Original Planning and Phase 2 Scope

Identified Clarifier #3 for future construction

Near-term plan to rehabilitate Clarifiers #1, #2, and #4

Recent Events

Clarifier #4 project approved in March 2026

Additional structural and mechanical concerns identified

Clarifier #1 influent piping obstruction and related repairs

Phase 2 Revisions

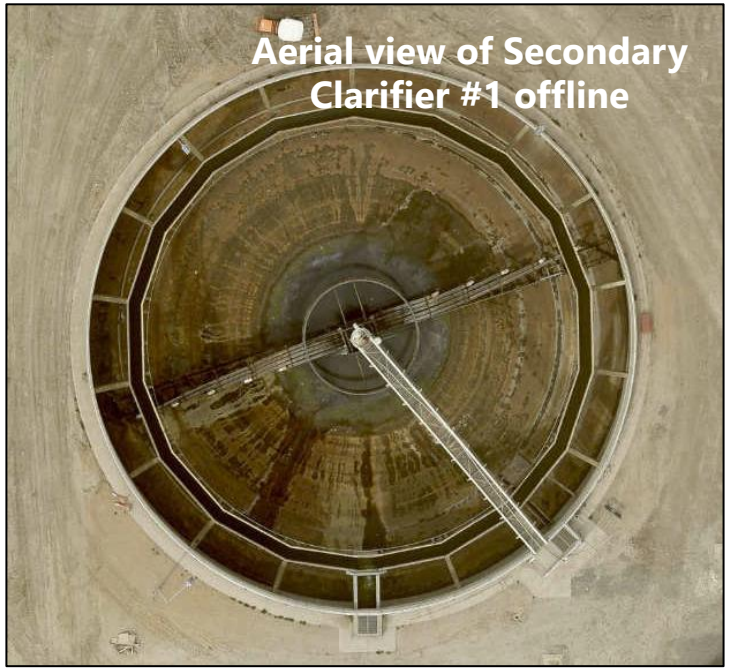
Accelerate design and construction of Clarifier #3

Evaluate Clarifier #4 for long-term solutions

Restore operational redundancy, resiliency, and capacity

CITY OF Grand Junction COLORADO

Accelerated Delivery Strategy


Aerial view of Secondary Clarifier #1 offline

October 2026

- AE2S Contract Amendment
- Clarifier #3 Design and CDPHE permitting initiated
- Clarifier #4 Condition assessment begins

Mid-December 2026

- Clarifier #3 100% Design, preconstruction, site preparation and GMP
- Clarifier #4 Alternatives Workshop

Spring 2027

- Clarifier #4 Tow-Bro Mechanism delivery date
- Clarifier #3 construction underway

Fall 2027

- Clarifier #3 in service
- Redundancy and capacity restored, ready for Phase 2 construction to begin in mid-2028

Fiscal Impact

Funded through available Sewer Enterprise Fund adopted 2026 Phase 2 design appropriations.

Proposed 2027 budget includes continued Phase 2 design and Clarifier #3 construction

AE2S Professional Engineering Contract Services not to exceed $950,000

Construction authorization and costs addressed separately

CITY OF Grand Junction COLORADO

Thank You

Questions and Discussion



Progress on A-Basin influent pipe repairs as of Oct 2