Form of Resolution for the Partial Reentry Process for a Local Money Purchase Plan

RESOLUTION NO. 97-26

A RESOLUTION REPEALING AND REPLACING RESOLUTION 84-26, AND REQUESTING COVERAGE UNDER
THE FPPA STATEWIDE RETIREMENT PLAN ADMINISTERED
BY THE FIRE AND POLICE PENSION ASSOCIATION
FOR NEW **POLICE OFFICERS** FOR THE
CITY OF GRAND JUNCTION

WHEREAS, the Grand Junction City Council heard and passed Resolution 84-26, a Resolution of Intent to Apply for Coverage of Newly Hired Police Officers under the Defined Benefit Component of the Statewide Retirement Plan Administered by the Fire and Police Pension Association, and Offer Active Members of the City's Local Money Purchase Plan the Option to Participate at its September 16, 2026, Council meeting; and

WHEREAS, Resolution 84-26 was not accepted by the Fire and Police Pension Association (FPPA), who require a resolution in a standardized format, presented here; and

WHEREAS, pursuant to FPPA Rules and Regulations Rule 702, **the City of Grand Junction** may elect to cover all newly hired **Police Officers** under the FPPA Statewide Retirement Plan in lieu of coverage under the Empower 401(a) money purchase plan; and

WHEREAS, after consideration of this matter **the City of Grand Junction** has determined to have all newly hired **Police Officers** meeting the definition of Member under Rule 101 participate in the **Defined Benefit Component of the Statewide Retirement Plan** beginning on the Effective Date for New Hires, as defined herein; and

WHEREAS, pursuant to Rule 702, all current members of the Empower 401(a) Plan may individually elect to participate in the Statewide Retirement Plan or may remain in the **Empower 401(a) Plan.**

WHEREAS, at a hearing held on this date, the City of Grand Junction **(known herein as The Employer)** determined to take the following action;

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

1. Resolution 84-26 is repealed in its entirety and replaced by this Resolution.

2. The City of Grand Junction hereby requests that the effective date of coverage be August 1, 2027.

3. The Employer elects to offer the Members who are active prior to the Effective Date of coverage (or an earlier date as agreed upon after filing the Certification of Compliance), the option of continuing to participate in the Local Money Purchase Plan or to participate in one of the following components of the Statewide Retirement Plan:
   _X_ Defined Benefit Component
   _____ Hybrid Component
   _____ Money Purchase Component

4. The Member and Employer contribution rates to the Components selected in number two (2) above and the Local Money Purchase Plan on the effective date of entry, for Members who are active prior to the Effective Date for New Hires, shall be as indicated in Exhibit A of this resolution.

5. The City of Grand Junction elects to cover all Members hired on or after **August 1, 2027,** or such earlier date after the filing of the Certification of Compliance designated by the Employer (known herein as the Effective Date for New Hires), under the **Defined Benefit Component** at the contribution rates set forth in Exhibit B.

6. The Employer shall transfer all of the current active Members' account balances to the Statewide Retirement Plan Money Purchase Component for all Members moving to FPPA.

7. The Members' employer accounts shall be 100% vested upon transfer to the FPPA Statewide Retirement Plan.

8. The Local Money Purchase Plan **does** provide loans to plan members. Loans to plan members shall be transferred to the Money Purchase Component as part of the transfer of assets of the Local Money Purchase Plan, subject to approval and acceptance by FPPA.

9. The Employer acknowledges that the election for coverage under the FPPA Statewide Retirement Plan is irrevocable once the final Certification of Compliance is filed by the Employer and approved by FPPA.

10. Full-time clerical and other support personnel employed by the **City of Grand Junction Police Department** prior to the Effective Date of New Hires **may not** individually elect to participate in the Statewide Retirement Plan or may remain in the local plan.

11. Full-time clerical and other support personnel hired by the **City of Grand Junction Police Department** after the effective date **shall not** participate in the plan.

12. Part-time **Police Officers, clerical or other support personnel** if applicable, hired by the **City of Grand Junction Police Department** after the effective date of entry **shall not** participate in the Statewide Money Purchase Plan administered by FPPA.

13. Part-time Firefighters, Police Officers, and fire district clerical and other support personnel employed by the **City or Grand Junction Police Department** on the effective date **will not** participate in the Statewide Money Purchase Plan.

14. In addition to this Resolution, **the City of Grand Junction** understands that it must make the certifications contained in the "Form of Certification of Compliance" attached hereto as Exhibit C and which must be completed as the final Certification of Compliance by the employer. Entry into the Statewide Retirement Plan is not complete and final until the Certification is made and filed with FPPA.

15. The **City of Grand Junction,** in conjunction with the FPPA, will prepare a disclosure statement which compares the main provisions of the Local Money Purchase Plan and the Component or Components offered under the FPPA Statewide Retirement Plan, as applicable. Said disclosure statement will be submitted to FPPA for approval. The Employer will submit the approved disclosure statement to all eligible members at least 10 days prior to the deadline for making individual elections.

MEMBER SELECTION

16. In conjunction with FPPA, the **City of Grand Junction** shall implement a procedure for making individual selections of plan options for all eligible members pursuant to the rules and procedures established by FPPA.

The **City of Grand Junction** understands that if the Certification of Compliance for coverage under the FPPA Statewide Retirement Plan is accepted, all future members of the **Police Department** who would have been covered under the Local Money Purchase Plan, will be covered under the **Defined Benefit Component** of the FPPA Statewide Retirement Plan.

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

RESOLVED AND ADOPTED this **4th** day of **November 2026**.

ATTEST:

Selestina Sandoval, City Clerk

Approved: Laurel Lutz, President of the Council

Exhibit A

Contribution Rate Schedules for Members hired prior to the effective date of entry
Defined Benefit Component – Contribution Rate Schedule - Reentry Members

	1.	2.	3.	4.	5.	6.	7.
Effective January 1 of Year	*Minimum Mandatory Member Contribution Rate*	*Minimum Mandatory Employer Contribution Rate*	*Total Combined Member and Employer Contribution Rate*	*Additional required rate for Reentry Members* *	*Additional required rate for Reentry Employers* *	*Total Required Rate for Reentry Members*	*Portion of the Member contribution to be paid "after-tax"*
2027	*12.0%*	*11.5%*	*23.5%*	***1.9%***	***0%***	*25.4%*	***3.25%***
2028	*12.0%*	*12.0%*	*24.0%*	***1.9%***	***0%***	*25.9%*	***3.25%***
2029	*12.0%*	*12.5%*	*24.5%*	***1.9%***	***0%***	*26.4%*	***3.25%***
2030 and thereafter	*12.0%*	*13.0%*	*25.0%*	***1.9%***	***0%***	*26.9%*	***3.25%***

Additional required rate of contribution for this Component is 1.9%. This additional required contribution can be paid by the Member, Employer, or split 50%/50%.

Empower 401(a) Local Money Purchase Plan - Police Contribution Rate Schedule

	1.	2.	3.	4.
Effective January 1 of Year	*Member Contribution Rate*	*Employer Contribution Rate*	*Total Combined Member and Employer Contribution Rate for Reentry Members*	Portion of the Member Contribution Rate noted in column 1 to be paid "after-tax"
2027	*10.65%*	*11.5%*	*22.15%*	*0%*
2028	*10.65%*	*12.0%*	*22.65%*	*0%*
2029	*10.65%*	*12.5%*	*23.15%*	*0%*
2030 +	*10.65%*	*13.0%*	*23.65%*	*0%*

Exhibit B

Contribution Rate Schedule for Members Hired After the Effective Date of Reentry

Defined Benefit Component- Contribution Rate Schedule

	1.	*2.*	*3.*
Effective January 1 of Year	*Minimum Mandatory Member Contribution Rate*	*Minimum Mandatory Employer Contribution Rate*	*Total Combined Member and Employer Contribution Rate*
2027	*12.0%*	*11.5%*	*23.5%*
2028	*12.0%*	*12.0%*	*24.0%*
2029	*12.0%*	*12.5%*	*24.5%*
2030 and thereafter	*12.0%*	*13.0%*	*25.0%*

All contribution rates for the FPPA Components are calculated on the Member's base salary as defined in FPPA Rule 101(8).

Exhibit C

Form of Certification of Compliance

In order to comply with FPPA Rules and Regulations, Rule 702, it is necessary for **the City of Grand Junction** to certify the following to the FPPA Board of Directors:

a) the **City of Grand Junction Police** Department's Local Money Purchase Plan meets the qualification requirements of the Federal "Internal Revenue Code of 1986" that are applicable to governmental plans;

b) by separate action **the City of Grand Junction** has adopted a Resolution to partially terminate participation in the Local Money Purchase Plan in accordance with the terms of that plan;

c) the Resolution partially terminating participation does not adversely affect the qualified status of the Local Money Purchase Plan;

d) the rights of the members in the Local Money Purchase Plan who were affected by the partial termination of the Local Money Purchase Plan to benefits accrued to the date of termination are non-forfeitable;

e) active Members in the Local Money Purchase Plan who have so elected (the Transferred Members), as of the Effective Date, shall become Members in the FPPA Statewide Retirement Plan;

f) the Employer will transfer or cause to be transferred to the FPPA Statewide Retirement Plan all assets of the Local Money Purchase Plan that are attributable to the accrued benefits of the Transferred Members, pursuant to the procedure established by the Board;

g) all Employer and Member contributions required to be made to the Local Money Purchase Plan as of the date of the partial termination have been made;

h) Transferred Members in the Local Money Purchase Plan shall not incur a reduction in their account balances in their Local Money Purchase Plan, determined as of the Effective Date, as a result of their transfer to the FPPA Statewide Retirement Plan. For vesting purposes with regard to the Local Money Purchase Plan account balances and with regard to the Money Purchase Component of the FPPA Statewide Retirement Plan, years of service in the Local Money Purchase Plan shall be combined with Years of Service in the Money Purchase Component of the FPPA Statewide Retirement Plan. For vesting purposes with regard to the Defined Benefit Component, Years of Service Credit shall be based upon service credit either earned or purchased while in the FPPA Statewide Retirement Plan; and

i) The Employer agrees to participate in the FPPA Statewide Retirement Plan and to be bound by the terms of the FPPA Statewide Retirement Plan and the decisions and actions of the Board with respect to the FPPA Statewide Retirement Plan;

j) All Members hired on or after **the Effective Date or an earlier date after this filing of the Certification of Compliance, designated by the Employer and agreed upon by FPPA**, the Effective Date for New Hires, shall participate in the FPPA Statewide Retirement Plan, as previously determined by the Employer;

k) There are outstanding loans, liens, assignments, court orders including domestic relations orders, or other types of encumbrances of any nature against any funds transferred to the Statewide Retirement Plan by the Trustee of the local money purchase plan. The employer will notify FPPA at the time of transfer of any pending domestic relations orders.

Date: _____

_____
Employer

_____
Signature of Authorized Representative

_____
Title

State of Colorado)
) ss.
County of _____)

The foregoing certification was acknowledged before me this _____ day of _____, 20_____, by _____

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____