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**CITY COUNCIL AGENDA
WEDNESDAY, MAY 1, 2019
250 NORTH 5TH STREET
5:15 PM – PRE-MEETING – ADMINISTRATION CONFERENCE ROOM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

To become the most livable community west of the Rockies by 2025

Call to Order, GJPD Honor Guard and Posting of the Colors, Pledge of Allegiance, Invocation

Pastor Michael B. Shannon of Fruita Seventh-Day Adventist Church

The invocation is offered for the use and benefit of the City Council. The invocation is intended to solemnize the occasion of the meeting, express confidence in the future, and encourage recognition of what is worthy of appreciation in our society. During the invocation you may choose to sit, stand, or leave the room.

Presentations

Recognition of Outgoing Councilmembers

Proclamations

Proclaiming May 12 - 18, 2019 as Police Week in the City of Grand Junction

Proclaiming May as Bike Month and May 8, 2019 as Bike to Work and School Day in the City of Grand Junction

Proclaiming May 5 - 11, 2019 as Drinking Water Week in the City of Grand Junction

Appointments

To the Grand Junction Regional Airport Authority Board

REVISED

Citizen Comments

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

City Manager Report**Council 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. Minutes of the April 17, 2019 Regular Meeting

2. Set Public Hearings

All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed below.

- a. Quasi-judicial
 - i. Introduction of an Ordinance Amending Planned Development Zoning Ordinance No. 4676 and Amending the Outline Development Plan for "One West Development", Now Known as "The Community" Planned Development, Located at 2350 Highway 6 & 50 Between 23 1/4 Road and 23 3/4 Roads, from G Road to Highway 6 & 50, and Set a Public Hearing for May 15, 2019

3. Continue Public Hearings

- a. A Resolution Accepting the Petition for Annexation of 19.608 Acres of Land and Ordinances Annexing and Zoning the Maverick Estates Annexation to R-4 (Residential - 4 du/ac), Located at 2428 H Road -
Continued to a Date to be Determined

- b. Consider a request by the City of Grand Junction for a Group of Actions Including 1) An Ordinance Amending Ordinance No. 3641, 2) An Ordinance Amending Section 21.06.010 of the Zoning and Development Code Concerning Infrastructure Standards, Transportation Capacity Payments Including Calculations Thereof, Credit and Approving Consumption-Based Calculation Methodologies and 3) A Resolution Amending Transportation Impact Fees and Establishing the Implementation Schedule - **Continued to a Date to be Determined**

4. Contracts

- a. Contract for 2019 Monument Road Bicycle Path (Lunch Loop Connector) Trail
- b. Memorandum of Understanding Between the United States Department of Interior, Bureau of Land Management, the Town of Palisade, and the City of Grand Junction to Establish a Framework of Cooperation in Support of the Palisade Watershed Fire Mitigation Plan

5. Resolutions

- a. A Resolution Authorizing a City Council Acting President Pro Tem
- b. A Resolution Appointing a Municipal Court Judge

REGULAR AGENDA

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

6. Public Hearings

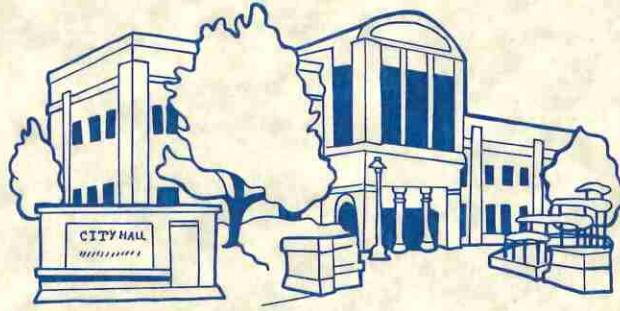
- a. An Ordinance Making Supplemental Appropriations for the 2019 Budget for the City of Grand Junction and the Downtown Development Authority
- b. An Ordinance Amending the Comprehensive Plan to Include the Horizon Drive Business Improvement District (BID) Trail Network Plan as a Part of the Grand Junction Circulation Plan
- c. An Ordinance Authorizing the Refunding (Refinancing) of \$30,000,000 Certificates of Participation, Series 2010B

7. Non-Scheduled Citizens & Visitors

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.

8. Other Business

9. Adjournment



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** there are more than 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of our local law enforcement agencies, to include the Grand Junction Police Department, the Mesa County Sheriff's Office, the Palisade Police Department, the Fruita Police Department and the Colorado State Patrol; and
- Whereas,** approximately 60,000 assaults against law enforcement officers are reported each year, resulting in more than 16,000 injuries; and
- Whereas,** since the first recorded death in 1791, more than 21,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including three from local law enforcement agencies. Deputy Edward Innes was killed on September 27, 1906, during an inmate jail escape. Fruita Police Department lost Acting Chief Dan Dalley in a motorcycle accident in June 2001. Most recently, Deputy Derek Geer, of the Mesa County Sheriff's Department, died after being shot by an armed suspect in February of 2016; and
- Whereas,** the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and
- Whereas,** 144 officers were killed in the line of duty in 2018, three of whom were fallen Colorado heroes: Deputy Heath Gumm, of the Adams County Sheriff's Office, Deputy Micah Flick, of the El Paso County Sheriff's Office, and Sergeant Matthew Moreno, of the Las Animas County Sheriff's Office. These three names will be added to the National Law Enforcement Officers Memorial located in Washington, D.C., this year; and
- Whereas,** the service and sacrifice of all officers killed in the line of duty will be honored locally during the memorial vigil, on the evening of May 16, 2019; and
- Whereas,** May 15th is designated as Peace Officers Memorial Day and the week of May 12 - 18, 2019, is National Police Week.

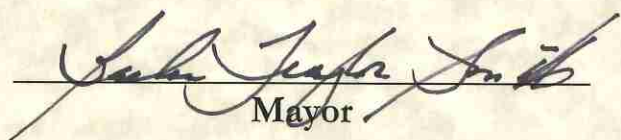
NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim May 12 - 18, 2019 as

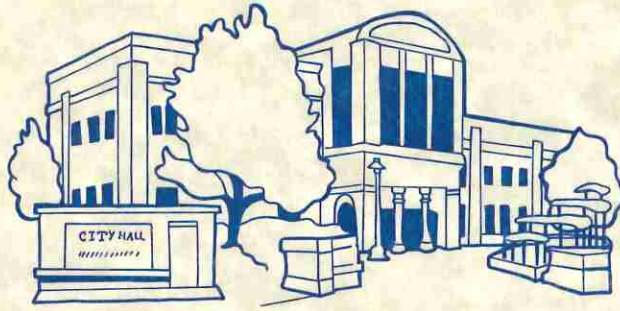
"Police Week"

in the City of Grand Junction, and publicly salute the service of law enforcement officers in our community and in communities across the nation.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 1st day of May, 2019.


Mayor



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** Colorado is a premiere bicycling state and Grand Junction offers some of the most diverse bicycling opportunities; and
- Whereas,** May has been designated as Grand Valley Bike Month to celebrate bicycling for transportation, fun and health; joining a nationwide effort to encourage cycling novices and enthusiasts to experience the fun and freedom of safely riding a bike to work, school, and for errands and recreation; and
- Whereas,** the bicycle is a viable and environmentally sound form of transportation. Studies have shown that biking to work is associated with a lower risk of cardiovascular disease, cancer, diabetes and all other causes of death; and
- Whereas,** the City of Grand Junction Urban Trails Committee is taking actions to improve safety for bicycle riders and pedestrians of all ages and abilities; and
- Whereas,** bicycling activities and attractions have a positive impact on Grand Junction's economy and tourism industry and stimulates economic development by making the area attractive to businesses and citizens who enjoy the out-of-doors and healthy lifestyles; and
- Whereas,** Grand Junction has been designated a Bicycle Friendly Community by the League of American Bicyclists and recognizes that bicycle-friendly communities improve citizens' health, well-being, and quality of life, boost community spirit, improve traffic safety, and reduce pollution and congestion, all of which contribute to Grand Junction "Becoming the Most Livable Community West of the Rockies"; and
- Whereas,** the Urban Trails Committee and Healthy Mesa County, along with other local organizations throughout Mesa County will be promoting bicycling as an environmentally-friendly and healthy alternative to the automobile with a number of activities during Bike Month and on Bike to Work and School Day.

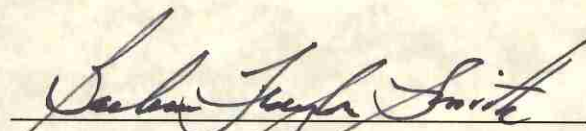
NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of May and Wednesday, May 8th as

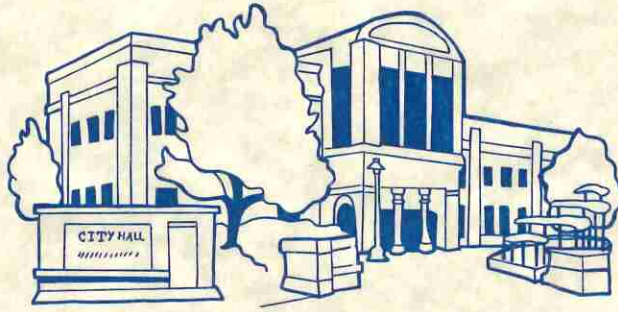
"Bike Month and Bike to Work and School Day"

in the City of Grand Junction and call upon all citizens to participate by biking as an alternative form of transportation.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 1st day of May, 2019.


Mayor



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** water is our most valuable natural resource; and
- Whereas,** the City obtains its water supply from the Kannah Creek watershed, a pristine source that starts out as snowmelt and precipitation and covers 200 square miles on the top and west side of the Grand Mesa; and
- Whereas,** only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and
- Whereas,** any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and
- Whereas,** we are all stewards of the water infrastructure upon which future generations depend; and
- Whereas,** each citizen of our city is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim May 5 - 11, 2019 as

"Drinking Water Week"

in the City of Grand Junction, and encourage citizens to join in supporting local water organizations in their efforts to help encourage the public to use water wisely.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 1st day of May, 2019.



Barbara Traylor Smith
Mayor



Grand Junction City Council

Regular Session

Item #

Meeting Date: May 1, 2019

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Grand Junction Regional Airport Authority Board

RECOMMENDATION:

Reappoint member to the Grand Junction Regional Airport Authority Board

EXECUTIVE SUMMARY:

There is one vacancy on the Grand Junction Regional Airport Authority Board.

BACKGROUND OR DETAILED INFORMATION:

Vacancy is due to term expiring.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to reappoint the Council's recommendation to the Grand Junction Regional Airport Authority Board.

Attachments

None

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

April 17, 2019

The City Council of the City of Grand Junction convened into regular session on the 17th day of April, 2019 at 6:00 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Phyllis Norris, Duke Wortmann, Rick Taggart and Council President Barbara Traylor Smith. Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann, and Deputy City Clerk Selestina Sandoval.

Council President Traylor Smith called the meeting to order. Councilmember Wortmann led the Pledge of Allegiance which was followed by an invocation by Kristine Bennett, SGI USA.

Presentations

Final Certification of Election Results

City Clerk Wanda Winkelmann presented the final certification of election results.

Proclamations

Proclaiming April 27, 2019 as Arbor Day in the City of Grand Junction

Councilmember Boeschstein read the proclamation. Randy Coleman, Park Maintenance Supervisor accepted the proclamation.

City Manager Report

City Manager Greg Caton spoke of the Badge Pinning Ceremony at the Police Department and all the officers who were recognized. He gave an update on Spring Cleanup in the City and reported it has increased by 200 tons from last year.

Council Reports

Councilmember McArthur participated in the inaugural flight of Allegiant Air from Grand Junction to Mesa, Arizona and spoke of the low cost and convenience of the flight, attended the dedication ceremony of the post office in memory of Officer Derek Geer, and the Grand Junction Police Badge Pinning Ceremony.

Councilmember Wortmann also attended the dedication ceremony of the post office.

Councilmember Kennedy attended the dedication of the post office and recognized Mesa County Sheriff Matt Lewis for his leadership in the Sheriff's Department.

Councilmember Norris attended the ceremonies for Grand Junction Police Department Deputy Chief John Zen's retirement, the badge pinning, and post office dedication.

Councilmember Boeschstein read a list of City Council accomplishments achieved during his terms in office 2011-2019.

Council President Traylor Smith spoke of The Dash, a local shuttle and its launch, and also noted a few of City Council's achievements which included: The North Star Report and its importance in economic development, Las Colonias Business Park, Dos Rios Riverfront Development, the improved infrastructure of the City, Community Block Development Grants, and the strong budget process.

CONSENT AGENDA

Councilmember Kennedy moved to approve items #1 - #3 on the Consent Agenda. Councilmember Boeschstein seconded the motion. Motion carried by unanimous roll call vote.

1. Approval of Minutes

- a. Minutes of the April 3, 2019 Regular Meeting

2. Set Public Hearings

a. Legislative

- i. Introduction of an Ordinance Making Supplemental Appropriations for 2019 and Set Public Hearing for May 1, 2019
- ii. Introduction of an Ordinance in Regards to the Refunding (Refinancing) of \$30,000,000 Certificates of Participation, Series 2010B, and Set Public Hearing for May 1, 2019
- iii. Introduction of an Ordinance Amending the Comprehensive Plan to Include the Horizon Drive Business Improvement District (BID) Trail Network Plan as a Part of the Grand Junction Circulation Plan and Set a Hearing for May 1, 2019

b. Quasi-judicial

- i. Introduction of an Ordinance Zoning the Maverick Estates Annexation R-4 (Residential - 4 du/ac), Located at 2428 H Road and Set a Public Hearing for May 1, 2019

3. Contracts

- a. Purchase of Two Fire Pumper Trucks
- b. Contract for Street Maintenance - 2019 Asphalt Overlay Project
- c. Construction Contract for the Riverfront at Dos Rios Business Park Phase I Project
- d. Orchard Avenue Street Reconstruction Contract Award and Mesa County Memorandum of Understanding Amendment #1

REGULAR AGENDA**Deliberations/Decision Regarding Ordinance No. 4833 - An Ordinance to Amend Chapters 12.04 and 12.08 of the Grand Junction Municipal Code and Section 21.06.010 of the Zoning and Development Code Regarding Camping on Public Property/Public Places**

Following the February 20, 2019 public hearing and postponement of deliberations and/or a decision by the City Council, the City Attorney met with representatives of Karis, Inc., HomewardBound of the Grand Valley, the Grand Junction Housing Authority and Grand Valley Catholic Outreach. As a result of those meetings, certain amendments to the ordinance have been made.

City Attorney John Shaver recapped the proposed ordinance with the changes made as a result of meetings with community individuals and organizations, and noted changes only clarified provisions, and added a sunset provision, but did not change the underlining law.

Conversation ensued about the reasonable notice definition.

Scott Aker with the Grand Junction Housing Authority and the HomewardBound Board of Directors spoke of the collaborative effort with the City and resulting changes to the proposed ordinance. He shared some of the resources that are available to assist the homeless population.

Conversation continued clarifying when citations could be issued, if rules would be different for each park or standard to all parks, and the good things that came from the original public hearing such as a lot of public interest and participation in the issue.

Several Councilmembers thanked the team that worked on the ordinance for their input and involvement.

Councilmember Wortmann moved to adopt Ordinance No. 4833 as amended, an ordinance to amend Chapters 12.04 and 12.08 of the Grand Junction Municipal Code and Section 21.06.010 of the Zoning and Development Code regarding camping on public property/public places on final passage and ordered final publication in pamphlet form. Councilmember Boeschenstein seconded the motion. Motion passed by unanimous roll call vote.

Public Hearing - An Ordinance Rezoning Lot 113 of Brookwillow Village from PD (Planned Development) to R-12 (Residential – 12 Dwelling Units per Acre) and R-16 (Residential – 16 Dwelling Units per Acre), Located Directly East of Brookwillow Loop

The site requires a rezone because the development plan for the PD zoning has lapsed. Per an extension to the Brookwillow Village PD, approved on February 14, 2012, the site was to be developed as the final phase of the PD by January 30, 2014. This application for a Rezone has been submitted concurrently with an application for a Preliminary/Final Major Subdivision for the area south of Wolcott Ave. Senior Planner Scott Peterson presented this item.

The public hearing was opened at 7:16 p.m.

There were no public comments.

The public hearing was closed at 7:16 p.m.

Conversation ensued about the zoning in comparison for the surrounding areas, the fit of the development to the neighborhood, and the zoning of the expired Planned Development of the property.

Councilmember Kennedy moved to adopt Ordinance No. 4848, an ordinance rezoning the Senergy Builders, LLC property from PD (Planned Development) to R-12 (Residential – 12 dwelling units per acre) and R-16 (residential – 16 dwelling units per acre) located at Lot 113 Brookwillow Village on final passage and ordered final publication in pamphlet form. Councilmember McArthur seconded the motion. Motion carried by split roll call vote with Councilmember Boeschenstein voting NO.

Public Hearing - An Ordinance Rezoning to Planned Development and an Outline Development Plan (ODP) for The Riverfront at Dos Rios, Located on the Northeast Bank of the Colorado River Between Highway 50 and Hale Avenue

The requested Planned Development (PD) zoning and Outline Development Plan will establish the uses, standards and general configuration of the proposed Riverfront at Dos Rios mixed use development on approximately 58.8 acres, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue. Community Services Manager Kathy Portner presented this item.

Ms. Portner responded to a question about the existing levy by stating that development will have to be at least a foot above the flood plain, and the levy will not be relied upon. Clarification was made by City Attorney John Shaver, for the record, on why this area is different than Las Colonias, how the City acquired the property, and the City's authority for reselling the lots on this property.

The public hearing was opened at 7:37 p.m.

Jen Taylor, Diane Schwenke, and Cindy Enos-Martinez (representing the Riverside Neighborhood and Riverside Task Force) spoke in support of this item.

The public hearing was closed at 7:42 p.m.

Conversation ensued about the vision of the property and upholding that vision throughout the development, the hydrology of the flood plains, the existence of a former landfill on parts of this property, and the testing to ensure no hazardous materials still exist.

Councilmember Wortmann moved to adopt Ordinance No. 4849, an ordinance rezoning to Planned Development and an Outline Development Plan (ODP) for The Riverfront at Dos Rios, located on the northeast bank of the Colorado River between Highway 50 and Hale Avenue on final passage and ordered final publication in pamphlet form. Councilmember Kennedy seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 7:53 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: May 1, 2019

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton

Information

SUBJECT:

Introduction of an Ordinance Amending Planned Development Zoning Ordinance No. 4676 and Amending the Outline Development Plan for "One West Development", Now Known as "The Community" Planned Development, Located at 2350 Highway 6 & 50 Between 23 1/4 Road and 23 3/4 Roads, from G Road to Highway 6 & 50, and Set a Public Hearing for May 15, 2019

RECOMMENDATION:

The Planning Commission heard this item at their April 23, 2019 meeting and recommended approval of the request (6-0).

EXECUTIVE SUMMARY:

The Applicant, Taurus Investment Holdings LLC, is requesting approval of an amendment to the existing Outline Development Plan (ODP) for the OneWest Planned Development (Ordinance #4676), located on 177 acres situated between G Road and US Highway 6 & 50 between 23 1/4 Road and 23 3/4 Road. The Applicant is proposing to rename the development, "The Community" and amend the uses to allow for detached and attached single-family units as well as duplexes within certain areas of the PD, to modify allowed land uses and bulk standards, and establish a new phasing schedule.

BACKGROUND OR DETAILED INFORMATION:

Ordinance No. 4676, adopted on August 19, 2015, established the Planned Development (PD) zoning and Outline Development Plan (ODP) for the 177-acre OneWest development, situated between G Road and Highway 6 & 50 between 23 1/4 Road and 23 3/4 Road. To date, no portion of the Plan has been developed and the

approved development schedule requires that a Final Development Plan and Plat must be approved within six years or the ODP will expire and the zoning will revert back to the original Mixed Use (MU) and Heavy Commercial (C-2) zones.

The original PD zoning established a mixed use development consisting of business, commercial, and industrial land uses with a mix of multi-family and group living. This plan was focused on employment uses and less on housing.

Proposed Amendments

The Applicant is proposing to rename the project to “The Community” and to modify the allowed uses, bulk standards and phasing schedule.

The primary change proposed is to add other housing types, in addition to the multifamily already allowed, including Single Family Detached, Single Family Attached (Townhomes) and Duplexes and to limit the amount of that type of housing in each development Pod. Further, several additional non-residential land uses are proposed to provide for a greater range of options for the future development of this property. Specific proposed changes for each pod are as follows:

Pod 1:

1. Add Single Family Detached, Single Family Attached (Townhomes) and Duplex Residential as allowed uses at a minimum density of 5.5 units per acre on no more than 70% of the acreage of Pod 1.
2. Add additional land uses as follows:
 - a. Accessory Dwelling Units,
 - b. Business Residence,
 - c. Government and Public Purpose Facilities,
 - d. Parks and Open Space, and
 - e. Agricultural uses.
3. Reduce the street setback for principal structures from 15 feet to 10 feet (except no change to 30 feet setback for non-residential buildings along Arterial roadways).
4. Reduce minimum lot width for Detached, Attached (Townhomes) and Duplex Residential Uses from 100 feet to 20 feet.
5. Reduce the minimum lot area from 1 acre to 1,800 square feet.
6. Establish a multi-family density of 12 to 24 du/ac.

Pod 2:

1. Add Single Family Detached, Single Family Attached (Townhomes) and Duplex Residential as allowed uses at a minimum density of 5.5 units per acre on no more than 40% of the acreage of Pod 2.
2. Add additional land uses as follows:
 - a. Accessory Dwelling Units,

- b. Business Residence,
 - c. Government and Public Purpose Facilities,
 - d. Parks and Open Space, and
 - e. Agricultural uses.
3. Reduce the street setback for principal structures from 15 feet to 10 feet (except no change to 30 ft. setback for non-residential buildings along Arterial roadways).
 4. Reduce minimum lot width for Detached, Attached (Townhomes) and Duplex Residential Uses from 100 feet to 20 feet.
 5. Reduce the minimum lot area from 1 acre to 1,800 square feet.
 6. Increase the maximum height from 40 feet to 65 feet.
 7. Establish a multi-family density of 12 to 24 du/ac.

Pod 3:

1. Add Single Family Detached, Single Family Attached (Townhomes) and Duplex Residential as allowed uses at a minimum density of 5.5 units per acre and allow these on no more than 55% of the acreage of Pod 3.
2. Add additional land uses as follows:
 - a. Multi-family Residential,
 - b. Accessory Dwelling Units,
 - c. Business Residence,
 - d. Group Living,
 - e. Manufacturing and Production – Indoor Operations and Storage,
 - f. Manufacturing and Production – Indoor Operations with Outside Storage,
 - g. Landscaping Material, Indoor Greenhouse and Outdoor Nursery Plant Growing/Sales,
 - h. Government and Public Purpose Facilities,
 - i. Parks and Open Space, and
 - j. Agricultural uses.
3. Reduce the street setback for principal structures from 15 feet to 10 feet (except no change to 30 ft. setback for non-residential buildings along Arterial roadways).
4. Reduce minimum lot width for Detached, Attached (Townhomes) and Duplex Residential Uses from 50 feet to 20 feet.
5. Reduce the minimum lot area from ½ acre to 1,800 square feet.
6. Increase the maximum height from 40 feet to 65 feet.
7. Establish a multi-family density of 12 to 24 du/ac.
8. Change the Default Zone from C-2 (Heavy Commercial) to BP (Business Park)

Pod 4:

1. Add additional land uses as follows:
 - a. Multi-family Residential,
 - b. Business Residence,
 - c. Retail (small and large box),
 - d. Manufacturing and Production – Indoor Operations and Storage,

- e. Manufacturing and Production – Indoor Operations with Outside Storage,
 - f. Landscaping Material, Indoor Greenhouse and Outdoor Nursery Plant Growing/Sales,
 - g. Industrial Services,
 - h. Contractors and Trade Shops,
 - i. Oil and Gas Support Operations without Hazardous Materials (indoor and/or outdoor Operations and Storage),
 - j. Warehouse and Freight Movement – Indoor Operations, Storage and Loading with Outdoor Loading Docks,
 - k. Government and Public Purpose Facilities,
 - l. Parks and Open Space, and
 - m. Agricultural uses.
 - n. Mini-warehouse
2. Increase the maximum height from 40 feet to 65 feet.
 3. Reduce the street setback for principal structures from 15 feet to 10 feet (except no change to 30 ft. setback for non-residential buildings along Arterial roadways).
 4. Establish a multi-family density of 12 to 24 du/ac.

Additional changes affecting all four (4) Pods

1. Remove redundancy in the PD Performance Standards found in Ordinance 4676 that are already found in the Zoning and Development Code such as loading dock standards, trash area standards, screening standards, vibration, smoke, odor, noise, glare, nuisance standards, and fire hazards and hazardous materials standards.
2. Clarify decision-making authority.

Amendments to the Outline Development Plan Map:

The Pods have been modified slightly due to the anticipated right-of-way widths (including the downgrading of 23 ½ Road from a Principal Arterial to a Minor Arterial approved by City Council in 2016) and straightening the 23 ½ Road corridor through the property.

The following are proposed changes to the ODP Map:

1. Remove list of allowed land uses from map;
2. Eliminate the curve in 23 ½ Road where it intersects with F ½ Road Parkway;
3. Identify access points along 23 ¾ Road south of F ½ Road Parkway;
4. Add a note that right-of-way widths will be determined and dedicated at final plat;
5. Identify the location of a future Pod 5 site located at the NE corner of G Road and 23 ½ Road that is owned by the Applicant. Pod 5 is not part of this development proposal and will be reviewed and considered in the future.

Amendments to the Development Phasing Schedule:

The approved development schedule for the OneWest PD/ODP states a final development plan and plat must be approved within six (6) years of adoption of the PD ordinance, which would be August 19, 2021. In addition, specific detail of what constitutes a final development plan and plat is not spelled out in detail in the PD ordinance and is assumed to mean a final plan and plat for the entire 177 acres. This only gives the developer approximately 2 ½ years to meet this requirement.

The Applicant is requesting an amendment to the development phasing schedule as follows:

Phase 1: Any one Pod—a. Preliminary Development Plan approval within 4 years from date of approved PD ordinance; b. An approved final plat of 25% of the area within 2 years of Preliminary Plan approval.

Phase 2: Any second Pod—a. Preliminary Development Plan approval within 7 years from date of approved PD ordinance; b. An approved final plat of 25% of the area within 2 years of Preliminary Plan approval.

Phase 3: Remaining two Pods—a. Preliminary Development Plan approval within 10 years from the date of approved PD ordinance; b. An approved final plat of 25% of the area within 2 years of Preliminary Plan approval.

The area(s) required as determined by the City for the regional drainage facilities shall be dedicated to the City at the time the first plat is recorded for any land included in the ODP.

Default Zones and Deviations:

The Applicant is proposing to utilize the dimensional standards of the Business Park (BP) and Heavy Commercial (C-2) zone districts. Proposed deviations are shown in the following table:

Dimensional Standard	BP	C-2	Proposed ODP
Front yard setback (Principal/Accessory)	15'/25'	15'/25'	10'/25' (30' along arterial streets)
Side yard setback (Principal/Accessory)	0'	0'	0'
Rear yard setback (Principal/Accessory)	10'/25'	10'/10'	0'
Maximum building height	65'	40'	65'
Maximum lot coverage	N/A	N/A	N/A
Minimum lot area	1 acre	20,000 s.f.	1,800 s.f. in pods 1,2 & 3; no minimum in pod 4
Minimum lot width	100'	50'	20' in pods 1,2 & 3; no minimum in pod 4

For maximum flexibility in the design of this site, the Applicant is requesting the following deviations:

1. Reduction in minimum lot size to 1,800 square feet and lot width to 20 feet
2. Increase in Maximum height to 65 feet.
3. Reduction of the front (street) yard setback from 15 feet to 10 feet.
4. Reduction of the rear yard setback from 25 feet to 0 feet.

Deviations:

Section 21.05.040 (g) of the Zoning and Development Code allows for the Planning Commission to recommend the City Council deviate from the default district standards subject to the provision of any of the community amenities as identified below. In order for the Planning Commission to recommend and the City Council to approve the deviation, the listed amenities to be provided shall be in excess of what would otherwise be required by the code. These amenities include:

1. Transportation amenities including, but not limited to, trails other than required by multimodal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelter;
2. Open space, agricultural land reservation or land dedication of 20% or greater;
3. Community facilities for provision of public services beyond those required for development within the PD;
4. The provision of affordable housing for moderate, low and very low income household pursuant to HUD definitions for no less than 20 years; and
5. Other amenities, in excess of minimum standards required by this Code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.

The Applicant is proposing to provide, as shown on the ODP map, a Storm-water Management Irrigation Storage area located at the southern entrance of the development at the intersection of US Hwy 6 & 50 and the F ½ Road Parkway. This facility provides for regional storm-water needs in one area that improves efficiency and effectiveness of the infrastructure. Staff finds that this meets criterion 3 above.

NOTIFICATION REQUIREMENTS

As required by § 21.02.080 (e) of the Zoning and Development Code, a Neighborhood Meeting was held on March 7, 2019. Nine (9) people attended the meeting along with City Staff. Generally, those in attendance were supportive of the proposal.

Notice was provided in accordance with §21.02.080 (g) of the Zoning and Development Code. On April 12, 2019 notice of the application was mailed to property owners within 500 feet of the subject property. An application sign was posted on the property on or before April 12, 2019 and notice of the public hearing was published April 16, 2019 in the Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.150 (b) (2) of the Grand Junction Zoning and Development Code, requests for an Outline Development Plan (ODP) shall demonstrate conformance with all of the following:

a) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies;

The request to amend the OneWest Planned Development Outline Development Plan is consistent with the following Goals and Policies of the Comprehensive Plan.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Policy A. To create large and small “centers” throughout the community that provide services and commercial areas.

Policy B. Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Policy B. Encourage mixed-use development and identification of locations for increased density.

“The Community” is a mixed use development that provides a large range of land uses including housing, services, retail uses, commercial, manufacturing and employment; thereby providing the opportunity to reduce trips and housing for a variety of life stages. Therefore, staff finds this criterion has been met.

b) The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code.

(1) Subsequent events have invalidated the original premises and findings; and/or

The ordinance establishing the Planned Development zoning and Outline Development Plan for mixed use was approved in 2015. The plan contemplated a mixed use development with commercial, industrial and multifamily land uses, focusing more on employment uses and less on housing. The applicant is proposing to amend the PD to add additional housing types and densities, as well as modify the bulk standards and extend the phasing schedule.

The area surrounding the PD has continued to develop since 2015 in accordance with the Comprehensive Plan and zoning. The requested amendments to modify the uses and bulk standards will allow for additional flexibility in the development of the property, but are not due to subsequent events that have invalidated the original premises and findings. Therefore, Staff finds that this criterion has not been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The condition of the Mesa Mall/24 Road area continues to change as new projects, such as Community Hospital, office, retail and lodging have come on-line. Housing demand community-wide has accelerated the past few years and is anticipated to be high in the 24 Road area in close proximity to the growing employment center and supportive services. Providing for a wide range of housing types, as proposed with the amendment, allows for more flexibility in housing type that can meet the future demand in the 24 Road area. Therefore, Staff finds that this criterion has been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

All major utilities are available to the property and are adequate to serve the proposed density and intensity of development as proposed. Staff finds that this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

There are limited properties in the Grand Junction city limits that are at the size and scale as this PD development at 177-acres and in a location where it is appropriate to have the range of land uses as already approved for the property. These amendments to the PD zone increase the options of mixed use and will enhance and provide benefit to a new growth area within the city. Therefore, staff finds this criterion has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

“The Community” Planned Development provides a mixed use neighborhood that meets the intent of the Comprehensive Plan. The proposed amendment to allow for

additional housing types will provide for a range of housing opportunity that will appeal to a larger segment of the community. This provides a public benefit by encouraging development in an area where there is growth opportunity and providing additional housing types for varying life stages. Therefore, Staff finds that this criterion has been met.

c) The planned development requirements of Section 21.05.040 (f) of the Zoning and Development Code;

(1) Setback Standards. Principal structure setbacks shall not be less than the minimum setbacks for the default zone.

Reductions to setbacks were established with Ordinance 4676. These amendments further reduce the setback for principal structure providing flexibility for residential uses in construction and housing style as proposed. The Applicant is proposing to reduce front yard setbacks from 15 feet to 10 feet for principal structures, except for nonresidential structures along arterial streets such as 23 ½ Road. Setbacks for accessory structures will not change and remain at 25 ft. Side and rear setbacks will remain at 0 ft.

(2) Open Space. All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone and required in the Zoning and Development Code.

No changes are proposed to open space requirements. Open Space requirements will be determined by the type of use proposed.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i).

No changes are proposed. Fencing and screening will be as per Code.

(4) Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

No changes are proposed. Landscaping will be as per Code.

(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

No changes are proposed. Parking requirements will be as per Code.

(6) Street Development Standards. Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title 29) and applicable portions of GJMC 21.06.060.

All streets located in “The Community” will be constructed in accordance with City standards.

d) The applicable corridor guidelines and other overlay districts.

The entire 177-acre PD development is located within the 24 Road Corridor Zoning Overlay. Requirements of this Zoning Overlay will apply.

e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.

All major utilities are available to the property and are adequate to serve the density and intensity of development proposed. Staff finds that this criterion has been met.

f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed.

Adequate circulation and access will be provided in accordance with the Grand Junction Circulation Plan and all applicable Codes. Staff finds that this criterion has been met.

g) Appropriate screening and buffering of adjacent property and uses shall be provided;

Screening and buffering will be provided as per Code. Staff finds that this criterion has been met.

h) An appropriate range of density for the entire property or for each development pod/area to be developed;

The proposed single family detached, single family attached (townhome), duplex development is proposed with a minimum density of 5.5 du/ac. This is an appropriate minimum density and is the same density found in the City’s R-8 zone district. Multi-family uses will be required to have a minimum density of 12 du/ac with no change to the maximum density of 24 du/ac. Pods 1, 2 and 3 will allow for the single family housing options, but have been further constrained with a maximum percentage of acreage that can be developed with single family housing types. This provides assurance that the entire pod will not develop as single family housing, providing for a mixed use development to occur.

i) An appropriate set of “default” or minimum standards for the entire property or for each development pod/area to be developed.

Following are the proposed changes to the dimensional standards approved in Ordinance 4676:

Minimum Lot Area

Pod 1 and 2: decrease from 1 acre to 1,800 s.f.

Pod 3: decrease from 0.5 acre to 1,800 s.f.

Pod 4: No minimum (no change)

Minimum Lot Width

Pod 1 and 2: decrease from 100 feet to 20 feet

Pod 3: decrease from 50 feet to 20 feet

Pod 4: No minimum (no change)

Minimum Street Frontage

Pod 1,2,3 and 4: No minimum (no change)

Minimum Setbacks all Pods

Street (see footnote 1): decrease Principal Structure setback from 15 feet to 10 feet

Accessory Structure setback 25 feet (no change)

Side/Rear: 0 feet (no change)

Density

Pods 1, 2 and 3: modify minimum density from 8 du/ac to 5.5 du/ac for single family attached/detached, townhomes, and duplexes; and 12 du/ac to 24 du/ac for multifamily

Pod 4: modify to add minimum density of 12 du/ac and maximum density of 24 du/ac

Maximum Height

Pod 1: 65 feet (no change)

Pod 2, 3 and 4: increase maximum height from 40 feet to 65 feet

Footnotes:

1. Non-Residential buildings shall be setback a minimum of 30 feet from “Arterial” designated right-of-ways.

With these proposed amendments there continues to be appropriate “default” or minimum standards for each pod in this PD zoned district.

j) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.

As noted earlier in this staff report, the proposed ten (10) year development schedule provides for three phases of development of the 177 acres with specific benchmarks and timelines as described in the “Development and Phasing Schedule” table found in

Section I of the proposed Ordinance.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the request for approval to amend the Planned Development Zone for “The Community”, File number (PLD-2019-132), to include the following proposed amendments:

- allow Detached, Attached (Townhomes) and Duplexes Residential Uses in Pod’s 1, 2 and 3 at a minimum of 5.5 units per acre. These residential uses shall not exceed 70% of the acreage of Pod 1, 40% of the acreage of Pod 2 and 55% of the acreage of Pod 3;
- modify allowed land uses and bulk standards; and
- establish a new phasing schedule.

the following findings of fact have been made:

1. The Outline Development Plan conforms with the requirements of Section 21.02.150 (b) (2) of the Grand Junction Zoning and Development Code, including meeting more than one of the rezoning criteria provided in Section 21.02.140.
2. With an increase in residential housing options the PD and Plan achieves additional long-term community benefits by providing needed housing types and mix and reducing traffic demands.
3. Pursuant to 21.05.040(g) Deviation from Development Default Standards, it has been found to provide amenities in excess in what would otherwise be required by the code.
4. The Planned Development is consistent with the vision, goals and policies of the Comprehensive Plan.

Therefore, Staff recommends approval.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact.

SUGGESTED MOTION:

I move to introduce an Ordinance Amending the Planned Development Zone Ordinance No. 4676 and Amending the Outline Development Plan for the "One West Development, now known as “The Community” Planned Development, located at 2350 Highway 6 & 50 between 23 1/4 and 23 3/4 Roads, from G Road to Highway 6 & 50 and set a hearing for May 15, 2019.

Attachments

1. Site Maps and Photos

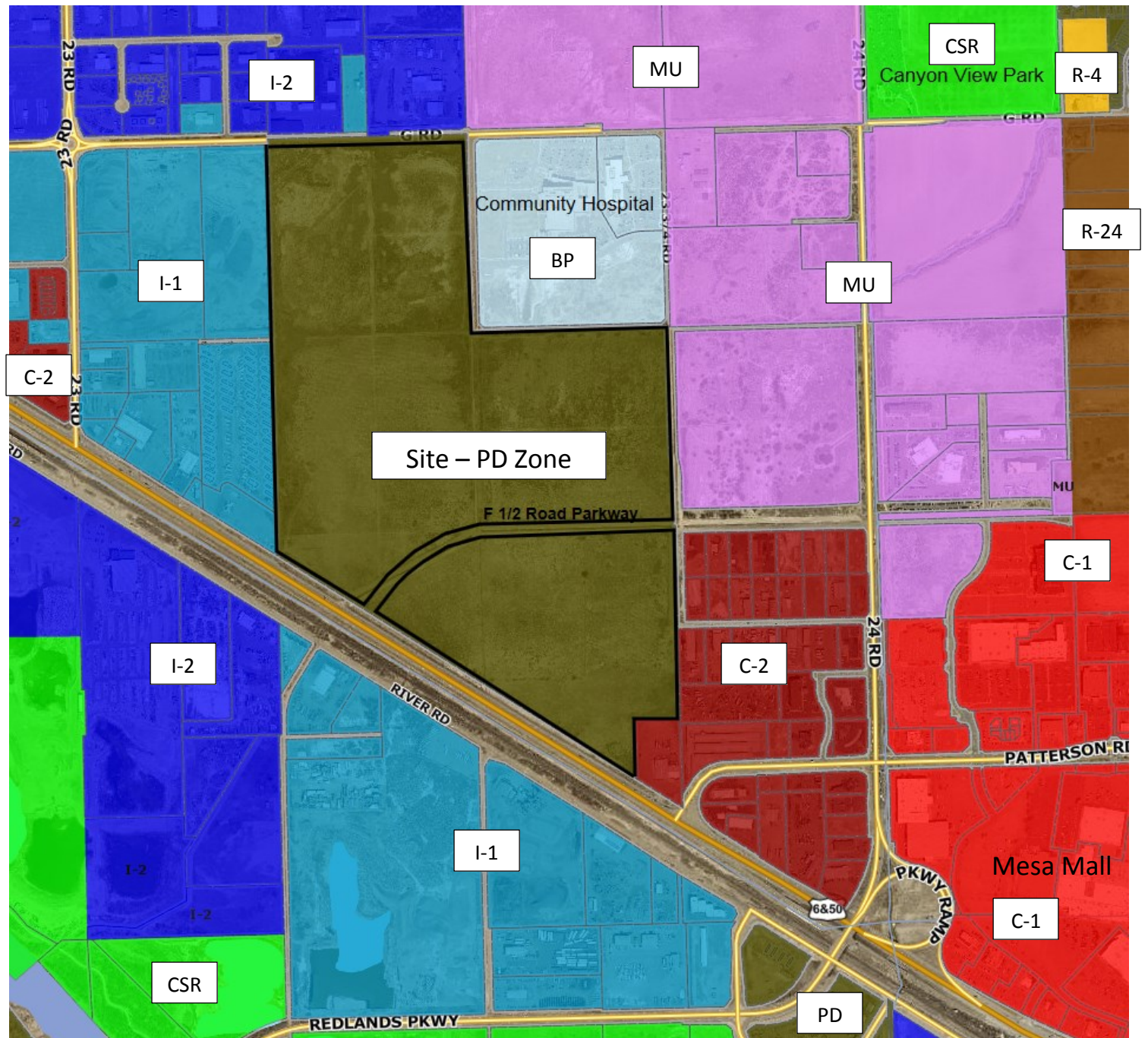
2. Development Submittal
3. Ordinance No 4676 - 2015
4. Proposed Ordinance

Exhibit 1

Site Map of “The Community”



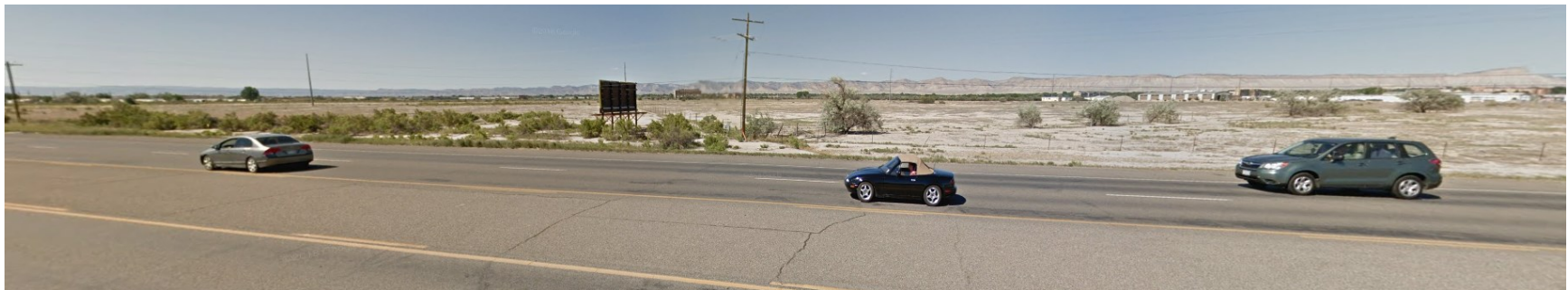
Zoning Map



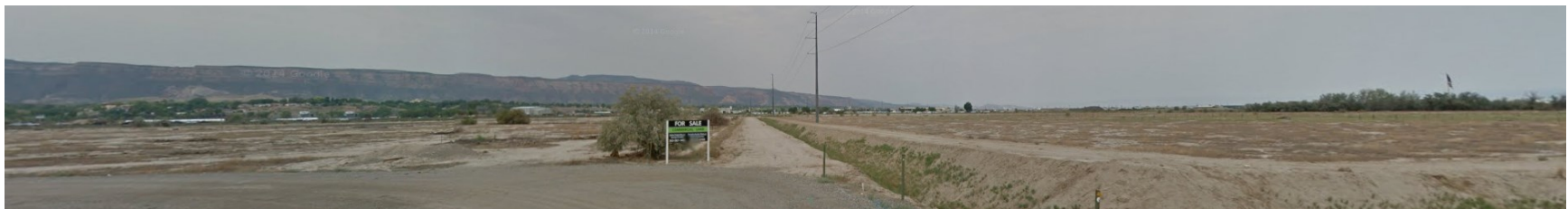
Site Photos



Looking SW from G Road and 23 ½ Road



Looking North from US Hwy 6 & 50



Looking West from F ½ Road and 23 ¾ Road

Outline Development Plan Amendment for The Community Planned Development (fka OneWest Development) General Project Report

Project Overview

The applicant, Taurus / Halandras Development, is requesting approval of an amendment to the existing Outline Development Plan (ODP) for approximately 177 acres property located at 2350 Highway 6 and 50 between 23 $\frac{1}{4}$ and 23 $\frac{3}{4}$ Roads, and from G Road to Highway 6 and 50, Grand Junction, Colorado. The amendment is primarily to include varying density residential as an allowed use within the Planned Development.

The original approved Planned Development Zone, Ordinance No. 4676, included four development POD's; POD's 1, 2, and 3 each having a Default Zone of Business Park (BP), an POD 4 having a Default Zone of Commercial (C-2).

The proposed ODP Amendment requests are:

- To allow Attached and Detached Residential Uses in POD's 1, 2, and 3. The Default Zone for these three POD's continues to be BP, with the remaining deviations noted in the revisions to PD Ordinance #4676.
- That Single Family, Shared Single Family, and/or Duplex uses at a minimum of 5.5 units per acres shall not exceed 70% of the acreage of POD 1, 40% of the acreage of POD 2, and 55% of the acreage of POD 3.
- That a 'Future POD 5' is recognized on the ODP as such.

This request is only for the noted amendments.

A. Project Description

Location

- 2350 Highway 6 and 50 between 23 $\frac{1}{4}$ and 23 $\frac{3}{4}$ Roads, and from G Road to Highway 6 and 50, Grand Junction, Colorado.

Acreage

- Approximately 177 acres included in the four development POD's.

Proposed Use

- Amend ODP to allow Attached and Detached Residential Uses in POD's 1, 2, and 3. The Default Zone for these three POD's continues to be BP, with the remaining deviations noted in the revisions to PD Ordinance #4676.

B. Public Benefit

The development of Community Hospital is a game changer to the potential types of development that will now want to locate in that area, specifically the types of businesses and the residential support to those businesses. In addition, the city needs more clustered density residential to provide housing as Grand Junction grows and adds more jobs. Viable locations for clustered density residential is quickly shrinking and amending the ordinance will help to solve this need. Clustered density residential with a minimum of 5.5 units to the acre along with other types of residential uses such as aging in place, extended stay, memory care facilities, hotels and apartments are needed in this area because of the presence of Community Hospital. These types of diverse residential uses will increase the success of the hospital in

serving the community. In addition, the proximity of major parks like Canyon View Park and the expansion of the community pedestrian connection program from that park and through this land will enhance of the quality of life for the city in this area. Finally, there are significant retail and commercial services nearby along the 24 Road and 6/50 Highway corridor that will benefit from having more residential customers nearby. The residential component is very synergistic with the surrounding existing development and services. Public benefits from this amendment include:

- o The amendments will help facilitate development, which aids in:
 - o the development of property within the City 201 boundary;
 - o the facilitation of business and residential development that will support the communities newest hospital and existing businesses in the area;
 - o the inclusion of uses allowed in the underlying BP and C-2 default zones;
- o The ability to proceed with a destination quality development plan for one of the largest and most strategic vacant parcels in the City;
- o Being the catalyst for new road, drainage, and utility improvements within the City system, in an area that is critical to the growth of the city and has been overlooked for decades.

C. Neighborhood Meeting

A neighborhood meeting was held on March 7, 2019 for the amendments note above, and at which time potential development concepts were presented.

D. Project Compliance, Compatibility, and Impact

Adopted Plans and Policies

The proposed Amendment conforms to the Growth Plan, the City Zoning and Development Code, and known City regulations.

Surrounding Land Use

- o NORTH is Industrial, and Community Hospital
- o EAST is Community Hospital, Vacant, and Light Industry
- o SOUTH is I-70 B, Industry, and Gravel Operations
- o WEST is Mobile Home Park and Vacant

Adjacent zoning:

- o NORTH is I-2 and MU and BP
- o EAST is BP MU, and C-2
- o SOUTH is I-70 B and I-O zoning
- o WEST is I-O zoning

Site Access & Traffic Patterns

Access is not modified by the proposed amendments. Access to the acreage is established and constructed. Access within the property is non-existent for the most part.

Availability of Utilities

Much of the necessary infrastructure and utilities are constructed to the perimeter of the project, and some, like sewer, is constructed within parts of the project area.

- Water – Ute
- Sewer – City
- Drainage – Grand Junction Drainage District
- Irrigation water – Grand Valley Irrigation Company
- Power / gas – Excel, electric split with Grand Valley Power
- Telephone – Qwest
- Cable TV – Bresnan

Special or Unusual Demands on Utilities

There are no known special or unusual demands on the utilities.

Effects on Public Facilities

The proposed amendments will have no unusual impacts on Public Facilities.
Off-site improvements have already been constructed.

Site Soils

NRCS soils was provided with the original submittal.

Impact on Geology and Geological Hazards

No known geological hazards exist on this property.

Hours of Operation

NA to these amendments.

Number of Employees

NA to these amendments.

Signage Plans

NA to these amendments.

E. Development Schedule and Phasing

The proposed amendments restart the timing of the original development schedule.

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: Planned Development - ODP

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location: G Rd to I-70 B; 23 3/4 Rd to 23 1/4 Rd

Site Acreage: 176.82

Site Tax No(s): 2945-051-14-003

Site Zoning: PD

Project Description: Amend current PD Ordinance

Property Owner Information

Name: APP Investments LLC

Street Address: 2947 Pine Ridge Dr.

City/State/Zip: Craig, CO 81625

Business Phone #: 970-326-8614

E-Mail: straff@msn.com

Fax #: n/a

Contact Person: Steve Raftopoulos

Contact Phone #: 970-326-8614

Applicant Information

Name: Taurus Investment Holdings LLC

Street Address: 505 East Hartford Drive Suite 560

City/State/Zip: Austin, TX 78752

Business Phone #: 512-615-8818

E-Mail: dgilliland@tiholdings.com

Fax #: n/a

Contact Person: Douglas Gilliland

Contact Phone #: 512-615-8818

Representative Information

Name: Clavonne, Roberts Assoc

Street Address: 222 Nth 7th St

City/State/Zip: GJ, CO 81501

Business Phone #: 241-0745

E-Mail: ted@clavonne.com

Fax #: n/a

Contact Person: Ted Clavonne

Contact Phone #: 241-0745

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

Andy Beronick

Date

3-11-19

Signature of Legal Property Owner

Andy Beronick

Date

3-11-19



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: Planned Development - ODP

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location: G Rd to I-70 B; 23 3/4 Rd to 23 1/4 Rd

Site Acreage: 176.82

Site Tax No(s): 2845-051-14-003

Site Zoning: PD

Project Description: Amend current PD Ordinance

Property Owner Information

Name: Chris Halandras

Street Address: 2434 Patterson Rd
Suite 210

City/State/Zip: GJ CO 81505

Business Phone #: 970-242-3311

E-Mail: joe@cqlawfirm.net

Fax #: n/a

Contact Person: Joe Coleman

Contact Phone #: 970-242-3311

Applicant Information

Name: Taurus Investment Holdings LLC

Street Address: 505 East Humble Drive
Suite 560

City/State/Zip: Austin, TX 78752

Business Phone #: 512-615-8818

E-Mail: dgilliland@tiholdings.com

Fax #: n/a

Contact Person: Douglas Gilliland

Contact Phone #: 512-615-8818

Representative Information

Name: Ciavonne, Roberts Assoc

Street Address: 222 Nth 7th St

City/State/Zip: GJ, CO 81501

Business Phone #: 241-0745

E-Mail: ted@ciavonne.com

Fax #: n/a

Contact Person: Ted Ciavonne

Contact Phone #: 241-0745

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

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

Signature of Person Completing the Application

Date

3/15/19

Signature of Legal Property Owner

Date

3-9-19



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: Planned Development - ODP

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

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location: G Rd to I-70 B; 23 3/4 Rd to 23 1/4 Rd

Site Acreage: 175.82

Site Tax No(s): 2945-051-14-003

Site Zoning: PD

Project Description: Amend current PD Ordinance

Property Owner Information

Name: Gus R Halandras

Street Address: 2434 Patterson Rd
Suite 310

City/State/Zip: GJ CO 81505

Business Phone #: 970-242-3311

E-Mail: joe@cqlawfirm.net

Fax #: n/a

Contact Person: Joe Coleman

Contact Phone #: 970-242-3311

Applicant Information

Name: Taurus Investment Holdings LLC

Street Address: 505 East Highland Ave
Suite 560

City/State/Zip: Austin, TX 78752

Business Phone #: 512-615-8818

E-Mail: dgilliland@tiholdings.com

Fax #: n/a

Contact Person: Douglas Gilliland

Contact Phone #: 512-615-8818

Representative Information

Name: Ciavonne, Roberts Assoc

Street Address: 222 Nth 7th St

City/State/Zip: GJ, CO 81501

Business Phone #: 241-0745

E-Mail: ted@ciavonne.com

Fax #: n/a

Contact Person: Ted Ciavonne

Contact Phone #: 241-0745

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

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

Signature of Person Completing the Application

Date

3/15/19

Signature of Legal Property Owner

Date

3-9-19

LEGAL DESCRIPTION

Lot 2, Centennial Commercial Center, County of Mesa, State of Colorado, being a portion of Section 5, Township 1 South, Range 1 West.

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) APP Investments, LLC ("Entity") is the owner of the following property:

(b) G Rd to I-70 B; 23 3/4 Rd to 23 1/4 Rd (2945-051-14-003)

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☒ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

☐ The Entity is the sole owner of the property.

☒ The Entity owns the property with other(s). The other owners of the property are:

Gus R Halandras; Chris Halandras

On behalf of Entity, I have reviewed the application for the (d) Amend PD Ordinance

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) none

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: Andy Peroulis

Printed name of person signing: Andy Peroulis

State of Colorado)

County of Moffat) ss.

Subscribed and sworn to before me on this 11th day of March, 20 19

by Andy Peroulis

Witness my hand and seal.

My Notary Commission expires on 11/26/2022

DENTON ROY TAYLOR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184045213
MY COMMISSION EXPIRES NOV. 26, 2022

[Signature]
Notary Public Signature

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS, That **Andy Peroulis** (whether one, or more than one), the "Grantor," for the consideration of the sum of TEN DOLLARS, (\$10.00), in hand paid, hereby sells and conveys to **APP Investments, LLC, a Colorado limited liability company** (whether one, or more than one), the "Grantee," whose legal address is PO Box 683, Craig, CO 81626 of the County of Moffat and State of Colorado, the following real property situate in the County of Mesa and State of Colorado, to wit:

An undivided 25% interest in and to: LOT 2 OF CENTENNIAL COMMERCIAL CENTER, COUNTY OF MESA, STATE OF COLORADO, being a portion of Section 5, Township 1 South, Range 1 West of the 6th P.M.

with all its appurtenances.

Signed this 20th day of August, 2018.

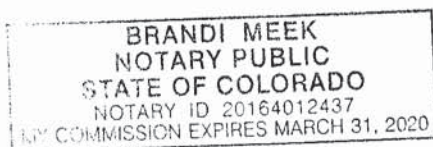


 Andy Peroulis

STATE OF COLORADO)
) ss.
 County of Moffat)

The foregoing instrument was acknowledged before me this 20th day of August, 2018, by Andy Peroulis.

Witness my hand and official seal.





 Notary Public

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Chris Halandras, am the owner of the following real property:

(b) G Rd to I-70 B; 23 3/4 Rd to 23 1/4 Rd (2945-051-14-003)

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☐ I am the sole owner of the property.

☒ I own the property with other(s). The other owners of the property are (c):

Gus R Halandras; APP Investments LLC

I have reviewed the application for the (d) Amend PD Ordinance pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) none

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: Chris R Halandras

Printed name of owner: CHRIS R Halandras

State of Colorado)

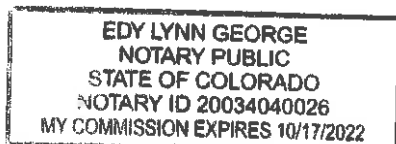
County of Bio Blanco) ss.

Subscribed and sworn to before me on this 9th day of March, 20 19

by Edy Lynn George

Witness my hand and seal.

My Notary Commission expires on 10/17/2022



Edy Lynn George
Notary Public Signature

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 8th day of December, 2017 by and between **Gus R. Halandras** of P. O. Box 225, Meeker, CO 81641, Grantor, for ten dollars (\$10.00) and other valuable consideration, hereby sells and quitclaims to **Chris Halandras**, whose address is 64224 Highway 64, Meeker, CO 81641, the following real property interests located in the County of Mesa and State of Colorado.

An undivided 0.0039 co-tenancy interest in LOT 2, Centennial Commercial Center, Count of Mesa, State of Colorado, being a portion of Section 5, Township 1 South, Range 1 West.

In light of the above quitclaim conveyance, Grantor now owns a 24.61% undivided interest in Lot 2 of Commercial Center and Grantee, Chris Halandras, is now the owner of a 50.39% undivided interest in Lot 2 of Commercial Center;

SIGNED this 8th day of December, 2017



Gus R. Halandras, Grantor

STATE OF COLORADO)
) ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 8th day of December, 2017, by Gus Halandras.

My Commission expires: January 12, 2019
Witness my hand and official seal.


Notary Public

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Gus R Halandras, am the owner of the following real property:

(b) G Rd to I-70 B; 23 3/4 Rd to 23 1/4 Rd (2945-051-14-003)

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

☐ I am the sole owner of the property.

☒ I own the property with other(s). The other owners of the property are (c):

Chris Halandras; APP Investments LLC

I have reviewed the application for the (d) Amend PD Ordinance pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) none

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: Gus R. Halandras

Printed name of owner: Gus R HALANDRAS

State of Colo)

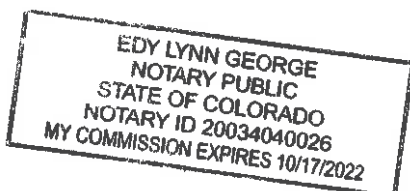
County of Rio Blanco) ss.

Subscribed and sworn to before me on this 9 day of MARCH, 20 19

by Edy Lynn George

Witness my hand and seal.

My Notary Commission expires on 10/17/2022



Edy Lynn George
Notary Public Signature

2 PAGE DOCUMENT

After recording, return to:
Public Service Company of Colorado
1800 Larimer Suite 400
Denver, Colorado 8020
Attn: Michael Diehl

QUIT CLAIM DEED

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation, whose address is 1800 Larimer, Suite 400, Denver, Colorado 80202 ("Grantor"), for good and valuable consideration of the sum of less than Five Hundred Dollars (\$500.00), in hand paid, hereby sells and quitclaims to:

Gus R. Halandras
P.O. Box 677
Meeker, CO 81641

Chris P. Halandras
67224 Highway 64
Meeker, CO 81641

CFP Estate, LTD.
A Colorado Limited Partnership
9811 Venneford Ranch Road
Highlands Ranch, CO 80126

Andy Peroulis
P.O. Box 683
Craig, CO 881625

(Collectively "Grantees")

the fee ownership interest in the real property in the City of Grand Junction, County of Mesa, State of Colorado described as follows: All that part of a strip of land described in a document recorded in Book 1997 at Page 131 contained within Lot 2 of Centennial Commercial Center, recorded at Reception No. 2438433 of the official records of Mesa County, Colorado, being situated in the S1/2NE1/4, SE1/4NW1/4, NE1/4SW1/4 and the NW1/4SE1/4 of Section 5, Township 1 South, Range 1 West of the Ute Meridian, in the City of Grand Junction, County of Mesa, State of Colorado.

Reserving unto the Grantor a perpetual easement for the transmission, distribution, or both, of electricity and for the transmission of communication signals:

Together with the right and authority to Grantor, its successors, licensees, lessees, contractors, or assigns, and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles, and other supports of whatever materials; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith, and full right and authority to cut, remove, trim, or otherwise control all trees, brush, and other growth on or overhanging said premises.

No buildings, structures, signs, or wells shall be placed or permitted to remain on, under, or over said premises. No other objects, shall be erected, placed or permitted to remain on, under or over said premises which will or may be an interference with the facilities constructed on said premises or an interference with the exercise of any of the rights herein granted. Non-use or a limited use of this easement shall not prevent Grantor from thereafter making use of this easement to the full extent herein authorized, by this Quit Claim Deed.

Dated this 1st day of July, 2015

PUBLIC SERVICE COMPANY OF COLORADO,
a Colorado corporation

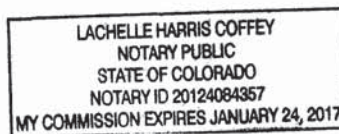
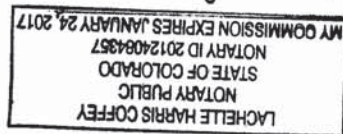
By: Michael E. Diehl
Michael E. Diehl
Manager, Siting and Land Rights
Public Service Company of Colorado

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of July, 2015 by
Michael E. Diehl as Authorized Agent of Public Service Company of Colorado, a Colorado corporation.

Witness my hand and official seal.

My commission Expires: January 24, 2017 Lachelle Harris Coffey
Notary Public



**APP INVESTMENTS, LLC
COLORADO STATEMENT OF AUTHORITY
PURSUANT TO §38-30-172, C.R.S.**

1. This Statement of Authority relates to **APP Investments, LLC**, a limited liability company formed under the laws of the State of Colorado (hereinafter the "Entity").
2. The mailing address for the Entity is PO Box 683, Craig, CO 81626.
3. The following persons, together and separately, are hereby authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the Entity:

Name
Andy Peroulis
Steve Raftopoulos

Position
Manager
Manager

4. The foregoing shall not preclude the ability of other persons to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity upon the express written authority of any one of the Members of the Entity.
5. The authority of the foregoing persons to bind the Entity is not limited.
6. The Entity hereby revokes any and all prior Statements of Authority filed and/or recorded on behalf thereof.

EFFECTIVE AS OF this 11th day of October, 2018.

APP Investments, LLC

APP Investments, LLC

Andy Peroulis
By: Andy Peroulis, Manager

Steve Raftopoulos
By: Steve Raftopoulos, Manager

STATE OF COLORADO)
COUNTY OF Moffat) ss.

The foregoing Statement of Authority was acknowledged before me this 11th day of October, 2018, by Andy Peroulis, as Managers of APP Investments, LLC, a Colorado limited liability company.
WITNESS my hand and official seal.

Jenna H. Keller
Notary Public

JENNA H. KELLER
Notary Public
State of Colorado
Notary ID # 20084031176
My Commission Expires 09-08-2020

STATE OF COLORADO)
COUNTY OF Moffat) ss.

The foregoing Statement of Authority was acknowledged before me this 19th day of December, 2018, by Steve Raftopoulos, as Manager of APP Investments, LLC, a Colorado limited liability company.
WITNESS my hand and official seal.

Brandi Meek
Notary Public

BRANDI MEEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164012437
MY COMMISSION EXPIRES MARCH 31, 2020

HALANDRAS NEIGHBORHOOD MEETING
March 7, 2019 @ 5:15pm
NOTES

A Neighborhood Meeting was held on March 7, 2019 regarding an amendment to the ONEWEST Development PD and ODP on property located at 2350 Highway 6 and 50 between 23¼ and 23¾ Roads, from G Road to Highway 6 and 50, Grand Junction, Colorado

In Attendance:

Representatives: Douglas Gilliland (Taurus Investment Holdings LLC)
Ted Ciavonne (Ciavonne, Roberts & Associates Inc.)
Mallory Reams (Ciavonne, Roberts & Associates Inc.)
Dave Thornton (City of Grand Junction)

About 5 Neighbors attended the meeting and had only one question:

- If all goes as planned, when will development start? – As soon as the process allows. If everything goes smoothly, possibly as early as next year. This is a 10-20 year project from start to finish.

SIGN-IN SHEET

NEIGHBORHOOD MEETING

Thursday March 7, 2019 @ 5:15pm

FOR: PD Amendment @ 2350 Highway 6 and 50 between 23 $\frac{1}{4}$ and 23 $\frac{3}{4}$
Roads, from G Road to Highway 6 and 50

NAME	ADDRESS	PHONE # / EMAIL
TED CAVONNE	222 N. 7 th ST.	tedcavonne.com
Dave Marsh	670 23 Road	dmarsh@wsiron.com
Douglas Gilliland	9285 Huntington Sq. N. Richland Hills TX	dougilliland@tiholdings.com
Joe Clemen	2454 Patterson, G.S CO 76183	joecc@lawfirm.net
RICHARD DAVIS	2377 F $\frac{1}{2}$ Rd. G.T. CO 81505	RICK@MUCGT.COM
Ray Rickard	2415 R.R. 1 G.S CO	ray@gjproperties.com
M-K Singh	2122 Hwy 645	971 245 218 M.K. Bussell's
DAVID THORNTON	250 N. 5 th ST	244-1450

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4676

**AN ORDINANCE ZONING THE ONEWEST DEVELOPMENT
TO A PD (PLANNED DEVELOPMENT) ZONE,
BY APPROVING AN OUTLINE DEVELOPMENT PLAN WITH DEFAULT ZONES OF
BP (BUSINESS PARK MIXED USE) AND C-2 (GENERAL COMMERCIAL)**

**LOCATED AT 2350 HIGHWAY 6 AND 50
BETWEEN 23 ¼ AND 23 ¾ ROADS, FROM G ROAD TO HIGHWAY 6 AND 50**

Recitals:

A request to zone approximately 177 acres to PD (Planned Development) by approval of an Outline Development Plan (Plan) with default zones of BP (Business Park Mixed Use) and C-2 (General Commercial) has been submitted in accordance with the Zoning and Development Code (Code).

This Planned Development zoning ordinance will establish the standards, default zoning, and adopt the Outline Development Plan for the OneWest Development. If this approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards specified herein.

In public hearings, the Planning Commission and City Council reviewed the request for Outline Development Plan approval and determined that the Plan satisfied the criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan. Furthermore, it was determined that the proposed Plan has achieved "long-term community benefits" through the provision of more effective infrastructure.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS ZONED TO PLANNED DEVELOPMENT WITH THE FOLLOWING DEFAULT ZONE AND STANDARDS:

- A. ALL of Lot 2, Centennial Commercial Center, City of Grand Junction, Mesa County, Colorado.
- B. OneWest Outline Development Plan is approved with the Findings of Fact/Conclusions, and Conditions listed in the Staff Report including attachments and Exhibits.
- C. Purpose

The proposed Planned Development will provide for a mix of manufacturing, office park employment centers, health care facilities, retail services and multifamily residential uses with appropriate screening, buffering and open space, enhancement of natural features and other amenities such as shared drainage facilities and common landscape and streetscape character.

D. Unified Development

The project will be developed over time in a phased fashion, but in a unified manner with similar architectural styles and themes throughout. Detached sidewalks along the arterial frontages are intended to provide for safe multi-modal transportation haven and provide access to uses within the development. These detached sidewalks will also provide connectivity from the development to other existing and future points of interest adjacent to the subject property.

E. Default Zones

The default land use zones are as follows:

Pods One and Two: BP (Business Park Mixed Use) with deviations contained within this Ordinance.

Pods Three and Four: C-2 (General Commercial) with deviations contained within this Ordinance.

F. Pod Character

The property will be developed into four distinct areas (Pods) within the development that have a character similar to the following primary uses as more particularly detailed in the Pod Use Table:

Pod 1: Default zone – BP; Medical Office/Clinic, Manufacturing and Production, Group Living

Pod 2: Default zone – BP; Medical Office/Clinic, Group Living, Multi-Family Housing, Retail Sales and Services, Personal Care, General Offices

Pod 3: Default zone – C-2; Hotel/Motel, General Offices, Contractor Shops w/ Outdoor Storage, Auto Service, Retail Sales and Services

Pod 4: Default zone – C-2; Shopping Center (Big Box), Restaurants, Retail Sales and Services, Auto Service, General Offices

G. Authorized Uses

1. The list of authorized uses allowed within the BP and C-2 zone is hereby amended to include only the following, which are allowed without the need for approval of a conditional use permit.

a) POD 1 – BP Default Zone

- 1) Multifamily
- 2) Unlimited Group Living
- 3) Colleges and Universities
- 4) Vocational, Technical and Trade Schools
- 5) Community Activity Building
- 6) All other Community Service
- 7) Museums, Art Galleries, Opera Houses, Libraries
- 8) General Day Care

- 9) Medical and Dental Clinics
- 10) Physical and Mental Rehabilitation (Resident)
- 11) All other Health Care
- 12) Religious Assembly
- 13) Funeral Homes, Mortuaries, Crematories
- 14) Hotels and Motels
- 15) General Offices
- 16) Health Club
- 17) Drive Through Restaurants
- 18) Drive Through Retail
- 19) Food Service, Catering
- 20) Food Service, Restaurant (including Alcohol Sales)
- 21) General Retail Sales, Indoor Operations, Display and Storage
- 22) General Retail Sales, Outdoor Operations, Display or Storage
- 23) Personal Services
- 24) All other Retail Sales and Services
- 25) Manufacturing and Production - Indoor Operations and Storage
- 26) Manufacturing and Production – Indoor Operations with Outdoor Storage
- 27) Bus/Commuter Stops

b) POD 2 – BP Default Zone

- 1) Multifamily
- 2) Unlimited Group Living
- 3) Colleges and Universities
- 4) Vocational, Technical and Trade Schools
- 5) Community Activity Building
- 6) All other Community Service
- 7) Museums, Art Galleries, Opera Houses, Libraries
- 8) General Day Care
- 9) Medical and Dental Clinics
- 10) Physical and Mental Rehabilitation (Resident)
- 11) All other Health Care
- 12) Religious Assembly
- 13) Funeral Homes, Mortuaries, Crematories
- 14) Hotels and Motels
- 15) General Offices
- 16) Health Club
- 17) Drive Through Restaurants
- 18) Drive Through Retail
- 19) Food Service, Catering
- 20) Food Service, Restaurant (including Alcohol Sales)
- 21) General Retail Sales, Indoor Operations, Display and Storage
- 22) General Retail Sales, Outdoor Operations, Display or Storage
- 23) Personal Services
- 24) All other Retail Sales and Services
- 25) Manufacturing and Production - Indoor Operations and Storage
- 26) Manufacturing and Production – Indoor Operations with Outdoor Storage

27) Bus/Commuter Stops

c) POD 3 – C-2 Default Zone

- 1) Colleges and Universities
- 2) Vocational, Technical and Trade Schools
- 3) Community Activity Building
- 4) All other Community Service
- 5) Museums, Art Galleries, Opera Houses, Libraries
- 6) General Day Care
- 7) Medical and Dental Clinics
- 8) Physical and Mental Rehabilitation (Resident)
- 9) All other Health Care
- 10) Religious Assembly
- 11) Funeral Homes, Mortuaries, Crematories
- 12) Public Safety and Emergency Response Services
- 13) Hotels and Motels
- 14) General Offices
- 15) Health Club
- 16) Alcohol Sales, Retail
- 17) Bar/Nightclub
- 18) Drive Through Restaurants
- 19) Drive Through Retail
- 20) Food Service, Catering
- 21) Food Service, Restaurant (including Alcohol Sales)
- 22) Fuel Sales, Automotive/Appliance
- 23) General Retail Sales, Indoor Operations, Display and Storage
- 24) General Retail Sales, Outdoor Operations, Display or Storage
- 25) Repair, Small Appliance
- 26) Personal Services
- 27) All other Retail Sales and Services
- 28) Mini-Warehouse
- 29) Auto and Light Truck Mechanical Repair
- 30) Car Wash, Gasoline Service Station, Quick Lube
- 31) Manufacturing and Production - Indoor Operations and Storage
- 32) Manufacturing and Production – Indoor Operations with Outdoor Storage
- 33) Manufacturing and Production – Outdoor Operations and Storage
- 34) Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without Hazardous Materials (Indoor and/or Outdoor Operations and Storage)
- 35) Warehouse and Freight Movement – Indoor Operations, Storage and Loading with Outdoor Loading Docks
- 36) Wholesale Business (No Highly Flammable Materials/Liquids)
- 37) Bus/Commuter Stops

d) POD 4 – C-2 Default Zone

- 1) General Day Care
- 2) Medical and Dental Clinics

- 3) Physical and Mental Rehabilitation (Resident)
- 4) All other Health Care
- 5) Religious Assembly
- 6) Funeral Homes, Mortuaries, Crematories
- 7) Public Safety and Emergency Response Services
- 8) Hotels and Motels
- 9) General Offices
- 10) Health Club
- 11) Alcohol Sales, Retail
- 12) Bar/Nightclub
- 13) Drive Through Restaurants
- 14) Drive Through Retail
- 15) Food Service, Catering
- 16) Food Service, Restaurant (including Alcohol Sales)
- 17) Fuel Sales, Automotive/Appliance
- 18) General Retail Sales, Indoor Operations, Display and Storage
- 19) General Retail Sales, Outdoor Operations, Display or Storage
- 20) Repair, Small Appliance
- 21) Personal Services
- 22) All other Retail Sales and Services
- 23) Auto and Light Truck Mechanical Repair
- 24) Car Wash, Gasoline Service Station, Quick Lube
- 25) Wholesale Business (No Highly Flammable Materials/Liquids)
- 26) Bus/Commuter Stops

e) Uses Not Allowed

- 1) To change uses from those specified above, the developer must request that the City Council consider an amendment to allow a use which is not currently an allowed use for a particular pod.

H. Performance Standards

1. Title 25, 24 Road Corridor Standards in the current Zoning and Development Code (Code) shall apply, unless otherwise amended by the City.
2. Loading docks and trash areas or other service areas shall be located only in the side or rear yards and must be screened from adjacent right-of-ways with either a wall or landscaping.
3. Vibration, Smoke, Odor Noise, Glare, Wastes, Fire Hazards and Hazardous Materials. No person shall occupy, maintain or allow any use without continuously meeting the following minimum standards regarding vibration, smoke, odor, noise, glare, wastes, fire hazards and hazardous materials.
 - a. Vibration: Except during construction or as authorized by the City, an activity or operation which causes any perceptible vibration of the earth to an ordinary person on any other lot or parcel shall not be permitted.

- b. Noise: The owner and occupant shall regulate uses and activities on the property so that sound never exceeds sixty-five decibels (65 dB) at any point along the property line.
- c. Glare: Lights, spotlights, high temperatures processes or otherwise, whether direct or reflected, shall not be visible from any lot, parcel or right-of-way.
- d. Solid and Liquid Waste: All solid waste, debris and garbage shall be contained within a closed and screened dumpster, refuse bin and/or trash compactor. Incineration of trash or garbage is prohibited. No sewage or liquid wastes shall be discharged or spilled on the property.
- e. Hazardous Materials: Information and materials to be used or located on the site, whether on a full-time or part-time basis, that are required by the SARA Title III Community Right to Know shall be provided at the time of any City review, including the site plan. Information regarding the activity or at the time of any change of use or expansion, even for existing uses, shall be provided to the Director
- f. Outdoor Storage and Display: Outdoor storage shall only be located in the rear half of the lot. Permanent display areas may be located beside or behind the principal structure. For lots with double or triple frontage the side and rear yards that are to be used for permanent display areas shall be established with site plan approval. Portable display of retail merchandise may be permitted as provided in GJMC 21.04.040(h).

I. Dimensional and Intensity Standards

Minimum Lot Area	
Pod 1 and 2	1 acre
Pod 3	0.5 acre
Pod 4	No minimum

Minimum Lot Width	
Pod 1 and 2	100 feet
Pod 3	50 feet
Pod 4	No minimum

Minimum Street Frontage	
Pod 1, 2, 3, and 4	No minimum

Minimum Setbacks Pod 1, 2, 3 and 4	Principle Structure / Accessory Structure
Street (see footnote 1)	15' / 25'
Side / Rear yard	0' except identified Buffer Area is 15'

Density (Minimum/Maximum)	
Pod 1 and 2	8 du/ac min. / 24 du/ac max.
Pods 3 and 4	N/A

Maximum Height	
Pod 1	65 feet
Pod 2, 3, and 4	40 feet

Footnotes:

1. Non-Residential buildings shall be setback a minimum of 30 feet from "Arterial" designated right-of-ways.

J. Development Schedule

A Final Development Plan and plat must be approved within six (6) years of the PD Ordinance. If a Final Development Plan and plat is not approved within six (6) years, the ODP will expire and the zoning will revert back to the original MU and C-2. The area(s) required as determined by the City for the regional drainage facilities shall be dedicated to the City at the time the first plat is recorded for any land included within the ODP.

All subsequent plans and/or plats must be reviewed under the code in effect at the time of submittal, including the standards of this ODP and the PD Ordinance and/or any subsequent amendments thereto.

K. Other Regulations

Development regulations and standards contained within Section 21.06 of the GJMC apply to all Pods, except the following:

One (1) freestanding project identification monument sign shall be allowed at no more than two intersecting corners along all roadways within the development.

A sign package will be required as part of each Final Development Plan and/or Site Plan.

The existing billboards located within Pod Four may remain as nonconforming uses until such time as site development activity begins on Pod Four. New billboards within the PD will not be permitted.

Hours of Operation – All Pods - unrestricted

Introduced for first reading on this 5th day of August, 2015 and ordered published in pamphlet form.

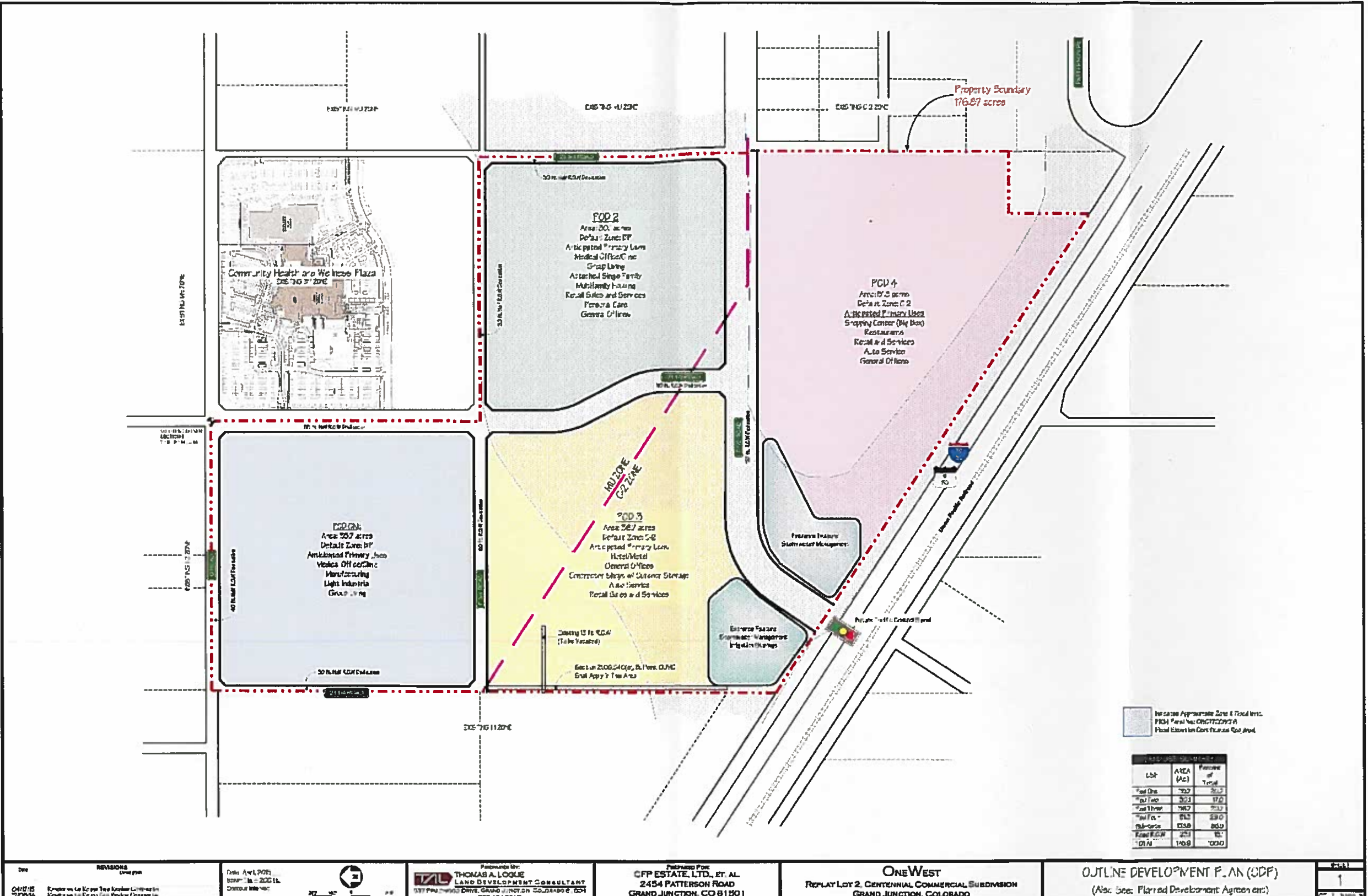
PASSED and ADOPTED this 19th day of August, 2015 and ordered published in pamphlet form.

ATTEST:

Barbara Forre
President of City Council

Stephanie Turner
City Clerk





I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4676 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 5th day of August, 2015 and that the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 19th day of August, 2015, at which Ordinance No. 4676 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 21st day of August, 2015.


Stephanie Tuin, MMC
City Clerk

Published: August 7, 2015
Published: August 21, 2015
Effective: September 20, 2015



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

**AN ORDINANCE AMENDING PLANNED DEVELOPMENT ZONING ORDINANCE
NO. 4676 AND AMENDING THE OUTLINE DEVELOPMENT PLAN FOR
“ONEWEST” DEVELOPMENT, NOW KNOWN AS “THE COMMUNITY” PLANNED
DEVELOPMENT, LOCATED AT 2350 HIGHWAY 6 AND 50
BETWEEN 23 ¼ AND 23 ¾ ROADS, FROM G ROAD TO HIGHWAY 6 AND 50**

Recitals:

The owner of approximately 177 acres of property located at 2350 Highway 6 and 50 has requested an amendment to the PD zoning and to the Outline Development Plan (ODP) applicable to the property.

The amendments revise the standards, default zoning and development schedule established by Ordinance No. 4676 and amend the Outline Development Plan as follows:

1. Allows the following additional land uses in Pods in accordance with the table (found in Section G) in this ordinance:
 - a. Single Family detached
 - b. Single Family attached (Townhomes)
 - c. Accessory Dwelling Units
 - d. Duplexes
 - e. Business Residence
 - f. Retail (small and large box
 - g. Landscaping Material, Indoor Greenhouse and Outdoor Nursery Plant Growing/Sales
 - h. Government and Public Purpose Facilities
 - i. Parks and Open Space
 - j. Agricultural Uses
2. Limits the total acreage in each Pod for Single Family detached, Single Family attached, and Duplexes and require a minimum density of 5.5 du/ac for these land uses.
3. Some land uses consistent with the overall PD character that were restricted to certain pods are allowed in other Pods as well.
4. Updates the ODP map showing changes to the default zones by Pod, reconfigures 23 ½ Road and its intersection with F ½ Road, and adjusts Pod acreage.
5. Revises the bulk standards of the PD zone including deviations from the default standards for street setback, lot width, minimum lot area, and maximum height; and establishes a multi-family minimum density.

6. Removes redundancy in the Performance Standards and clarifies decision making by the City.
7. Establishes a new Development and Phasing Schedule.

In recommending and approving Ordinance No. 4676 and the ODP adopted therewith, the Planning Commission and City Council determined that the PD zoning ordinance and ODP satisfied the criteria of the Code, was consistent with the purpose and intent of the Comprehensive Plan, and achieved long-term community benefits through the provision of more effective infrastructure.

The Planning Commission found in a public hearing held on April 23, 2019, and the City Council hereby finds, that the proposed amendments likewise satisfy the applicable criteria of the Zoning and Development Code, are consistent with the purpose and intent of the Comprehensive Plan, and achieve the same long-term community benefits as the previously adopted ODP. In addition, the amended PD and Plan also achieve additional “long-term community benefits” by providing needed housing types and mix and reducing traffic demands.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS ZONED PLANNED DEVELOPMENT WITH THE FOLLOWING DEFAULT ZONES AND STANDARDS:

- A. ALL of Lot 2, Centennial Commercial Center, City of Grand Junction, Mesa County, Colorado.
- B. “The Community” Outline Development Plan (ODP) is approved with the Findings of Fact/Conclusions, and Conditions listed in the Staff Report dated April 23, 2019 and including attachments and Exhibit A and Exhibit B attached to this ordinance.

C. Purpose

The proposed Planned Development will provide for a mix of manufacturing, office park employment centers, health care facilities, retail services, multifamily residential, attached residential, and detached residential uses with appropriate screening, buffering and open space, enhancement of natural features and other amenities such as shared drainage facilities and common landscape and streetscape character.

D. Unified Development

The project will be developed over time in a phased fashion, but in a unified manner with similar architectural styles and themes throughout. Detached sidewalks, where appropriate, along the arterial frontages are intended to provide for a safe multi-modal transportation haven and provide access to uses within the development. These detached sidewalks will also provide connectivity from the

development to other existing and future points of interest adjacent to the subject property.

E. Default Zones

The default land use zones are as follows:

Pods One, Two and Three: BP (Business Park Mixed Use) with deviations contained within this Ordinance.

Pod Four: C-2 (General Commercial) with deviations contained within this Ordinance.

F. Pod Character

The property will be developed into four distinct areas (Pods) within the development that have a character similar to the following primary uses as more particularly detailed in the Pod Use Table:

Pod 1: Default zone – BP; POD 1 will generally consist of Medical Office/Clinic, Group Living, Attached, Detached Residential and Multi-Family Residential land uses. A list of allowed land uses is included under Section G. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 70% of the acreage in POD 1. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 2: Default zone – BP; POD 2 will generally consist of Medical Office/Clinic, Group Living, Retail Sales and Services, Personal Care, General Offices; Attached, Detached Residential and Multi-Family Residential land uses. A list of allowed land uses is included under Section G. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 40% of the acreage in POD 2. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 3: Default zone – BP POD 3 will generally consist of Multi-Family Residential, Attached and Detached Residential, Hotel/Motel, General Offices, Contractor Shops w/ Outdoor Storage, Auto Service, Retail Sales and Services. A list of allowed land uses is included under Section G. Authorized Uses in this Ordinance. All Single Family Detached, Single Family Attached, Duplexes land uses will have a minimum density of 5.5 dwelling units per acre and shall not exceed more than 55% of the acreage in POD 3. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

Pod 4: Default zone – C-2, POD 4 will generally consist of Shopping Center (Small and Big Box), Restaurants, Retail Sales and Services, Auto Service, General Offices and Manufacturing and Production; Freight Movement and Storage; Mixed-Use Multifamily//Commercial/Retail. Multi-Family residential uses shall have a density between 12 and 24 units per acre.

G. Authorized Uses

1. The list of authorized uses allowed within the BP and C-2 zone is hereby amended to include only the following, which are allowed without the need for approval of a conditional use permit.

Uses	POD 1 BP Default	POD 2 BP Default	POD 3 BP Default	POD 4 C-2 Default
Multi-family	X	X	X	X
Single-family detached	X	X	X	
Single-family attached (Townhomes)	X	X	X	
Accessory Dwelling Units	X	X	X	
Duplexes	X	X	X	
Business Residence	X	X	X	X
Group Living	X	X	X	
Colleges and Universities	X	X	X	
Vocational, Technical and Trade Schools	X	X	X	
Community Activity Building	X	X	X	
All other Community Service	X	X	X	
Museums, Art Galleries, Opera Houses, Libraries	X	X	X	
General Day Care	X	X	X	X
Medical and Dental Clinics	X	X	X	X
Physical and Mental Rehabilitation (Resident)	X	X	X	X
All other Health Care	X	X	X	X
Religious Assembly	X	X	X	X
Funeral Homes, Mortuaries, Crematories	X	X	X	X
Public Safety and Emergency Response Services			X	X
Hotels, Motels and Lodging	X	X	X	X
General Offices	X	X	X	X
Health Club	X	X	X	X
Alcohol Sales, Retail			X	X
Bar/Nightclub			X	X
Drive Through Restaurants	X	X	X	X
Drive Through Retail	X	X	X	X
Retail (small and large box)				X
Food Service, Catering	X	X	X	X
Food Service, Restaurant (Including Alcohol Sales)	X	X	X	X
Fuel Sales, Automotive/Appliance			X	X
General Retail Sales, Indoor	X	X	X	X

Operations, Display and Storage				
General Retail Sales, Outdoor Operations, Display or Storage	X	X	X	X
Repair, Small Appliance				X
Personal Services	X	X	X	X
All other Retail Sales and Services	X	X	X	X
Manufacturing and Production – Indoor Operations and Storage	X	X	X	X
Manufacturing and Production – Indoor Operations with Outdoor Storage	X	X	X	X
Mini-Warehouse			X	X
Auto and Light Truck Mechanical Repair			X	
Car Wash, Gasoline Service Station, Quick Lube			X	X
Landscaping Material, Indoor Greenhouse and Outdoor Nursery Plant Growing/Sales			X	X
Industrial Services, Contractors and Trade Shops, Oil and Gas Support Operations without Hazardous Materials (indoor and/or Outdoor Operations and Storage)			X	X
Warehouse and Freight Movement – Indoor Operations, Storage and Loading with Outdoor Loading Docks			X	X
Wholesale Business (excluding highly flammable Materials/Liquids)			X	X
Bus/Commuter Stops	X	X	X	X
Government and Public Purpose Facilities	X	X	X	X
Parks and Open Space	X	X	X	X
Agricultural Uses*	X	X	X	X
* Agricultural Uses including indoor or outdoor activities primarily involving raising, producing or keeping plants or animals but excluding uses such as industrialized agricultural for example feedlots, pig farming, a use of a scale that requires significant structures or accessory structures, or a use that has the propensity to be a significant nuisance such as pig farming or other particularly odiferous. This use is intended to be interim in nature.				

e) Uses Not Mentioned

- 1) To change uses from those specified above, the developer must request an amendment consistent to the Zoning and Development Code as amended, to allow a use which is not currently an allowed use for a particular pod.
- 2) If a question or interpretation arises regarding where, how or whether a proposed use fits into the list of uses found in this section, the Director shall decide if a use not specifically mentioned can reasonably be interpreted to fit into a principal use category or a general use category where similar uses are described as found in the Use Table within the City's Zoning and Development Code.

H. Dimensional and Intensity Standards

Minimum Lot Area	
Pod 1, 2 and 3	1,800 sf
Pod 4	No minimum

Minimum Lot Width	
Pod 1, 2 and 3	20 feet
Pod 4	No minimum

Minimum Street Frontage	
Pod 1, 2, 3, and 4	No minimum

Minimum Setbacks Pod 1, 2, 3 and 4	Principle Structure / Accessory Structure
Street (see footnote 1)	10' / 25'
Side / Rear yard	0'

Density (Minimum/Maximum)	
Pod 1, 2 and 3	5.5 du/ac min. density for Single Family Attached, Single Family Detached, Townhomes, and Duplexes 12 du/ac to 24 du/ac max. for Multi-Family
Pods 4	12 du/ac min./24 du/ac max

Maximum Height	
Pod 1, 2, and 3	65 feet
Pod 4	65 feet

Footnotes:

1. Non-Residential buildings shall be setback a minimum of 30 feet from "Arterial" designated right-of-ways.

I. Deviations from bulk standards from default zones.

1. To provide for flexibility necessary for the unique, efficient and effective design of the site, the following deviations from the default zone standards shall be applied to the site:

- a. Minimum lot size shall be 1800 sf.
- b. Minimum lot width shall be 20'.
- c. Maximum height shall be 65'.
- d. Front (street) yard setback shall be 10'.
- e. Rear yard setback shall be 0'.

J. Development Schedule, Extensions and Lapse of Plan

1. Development and Phasing Schedule

Phase	Pod	Threshold 1	Threshold 2
1	Any one Pod	Preliminary Development Plan approval within 4 years from date of approved PD ordinance	An approved final plat of 25% of the area within 2 years of Preliminary Plan approval
2	Any second Pod	Preliminary Development Plan approval within 7 years from date of approved PD Ordinance	An approved final plat of 25% of the area within 2 years of Preliminary Plan approval
3	Remaining two Pods	Preliminary Development Plan approval within 10 years from date of approved PD Ordinance	An approved final plat of 25% of the area within 2 years of Preliminary Plan approval
The area(s) required as determined by the City for the regional drainage facilities shall be dedicated to the City at the time the first plat is recorded for any land included within the ODP.			

2. Should the Development and Phasing Schedule need to be extended, the city shall consider and hear the request consistent with the provisions of the Code in place at that time. A request for extension shall be timely in that the request shall be received by the City prior to the lapse or expiration of one of the established phasing Thresholds.
3. Failure to develop the PD and ODP as shown in the adopted Development and Phasing Schedule will result in the lapse of approval of the PD and ODP. Upon lapse, the zoning of the property will revert back to MU (Mixed-Use) and C-2 (Heavy Commercial) as shown in Exhibits A & B.

K. Other Regulations

- 1, Title 25, 24 Road Corridor Standards of the Zoning and Development Code shall apply, unless otherwise amended by the City.
2. Unless otherwise included in this PD Ordinance, the development regulations, standards and administration contained within Section 21.06 of the Code, as may be amended including any applicable overlay zones apply to this PD and ODP, except the following:

There are no hours of operations limitations for uses in all Pods

3. Signage regulations and standards contained within Section 21.06 of the GJMC shall apply with the following modifications:
 - a. A sign package will be required as part of each Final Development Plan and/or Site Plan.
 - b. The existing billboards located within Pod Four may remain as nonconforming uses until such time as site development activity begins on Pod Four.

New Outdoor Advertising Signs (Billboards) within the PD will not be permitted.

L. All applications for the development of the property (subdivision, site plans, etc.) shall be subject to the Code in effect at the time of submittal, including the standards of this ODP and the PD Ordinance as may be amended.

Introduced for first reading on this _____ day of _____, 2019 and ordered published in pamphlet form.

PASSED and ADOPTED this _____ day of _____, 2019 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk

ODP LEGEND

- PROJECT PROPERTY LINE
- PROPOSED B-1
- PROPOSED C-2
- FUTURE
- ACCESS POINTS

LAND USE	AREA	% OF SITE
TOTAL AREA	± 178.8 ACRES GROSS	100 %
POD 1	± 37.1 ACRES	21%
POD 2	± 34.4 ACRES	20%
POD 3	± 35.4 ACRES	20%
POD 4	± 51.2 ACRES	29%
ROAD R.O.W.	± 16.9 ACRES	10%
STORMWATER MANAGEMENT	INCLUDED WITH PODS	

NOTES

- SEE COMPLETE LIST OF USES FOR THE DEFAULT ZONES OF BP AND C-2 IN THE PD ORDINANCE.
- NOTED ROW WIDTHS ARE IN ADDITION TO EXISTING ROW WIDTHS.
- RIGHT-OF-WAY DEDICATION WIDTHS TO BE DETERMINED AT FINAL PLAT.
- FUTURE POD 5 IS NOT PART OF THIS PD AMENDMENT.

SCALE 1"=200'

NORTH

THE COMMUNITY GRAND JUNCTION, CO

OWNER: LAND DEVELOPMENT, INC.
DESIGNED BY: [Firm Name]
DATE: 02/21/2019
DRAWN BY: [Name]
CHECKED BY: [Name]

PD AMENDMENT
OUTLINE DEVELOPMENT PLAN
SHEET NO. 1

EXHIBIT B
Default Zones





Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: May 1, 2019

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

A Resolution Accepting the Petition for Annexation of 19.608 Acres of Land and Ordinances Annexing and Zoning the Maverick Estates Annexation to R-4 (Residential - 4 du/ac), Located at 2428 H Road - **Continued to a Date to be Determined**

RECOMMENDATION:

n/a

EXECUTIVE SUMMARY:

n/a

BACKGROUND OR DETAILED INFORMATION:

n/a

FISCAL IMPACT:

n/a

SUGGESTED MOTION:

n/a

Attachments

None



Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: May 1, 2019

Presented By: Trent Prall, Public Works Director

Department: Public Works - Engineering

Submitted By: Trent Prall, Public Works Director

Information

SUBJECT:

Consider a request by the City of Grand Junction for a Group of Actions Including 1) An Ordinance Amending Ordinance No. 3641, 2) An Ordinance Amending Section 21.06.010 of the Zoning and Development Code Concerning Infrastructure Standards, Transportation Capacity Payments Including Calculations Thereof, Credit and Approving Consumption-Based Calculation Methodologies and 3) A Resolution Amending Transportation Impact Fees and Establishing the Implementation Schedule - **Continued to a Date to be Determined**

RECOMMENDATION:

n/a

EXECUTIVE SUMMARY:

n/a

BACKGROUND OR DETAILED INFORMATION:

n/a

FISCAL IMPACT:

n/a

SUGGESTED MOTION:

n/a

Attachments

None



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: May 1, 2019

Presented By: Trent Prall, Public Works Director

Department: Public Works - Engineering

Submitted By: Kirsten Armbruster

Information

SUBJECT:

Contract for 2019 Monument Road Bicycle Path (Lunch Loop Connector) Trail

RECOMMENDATION:

Staff recommends the City Purchasing Division execute a Construction Contract with Sorter Construction, Inc of Grand Junction, CO for the 2019 Monument Road Bicycle Path Trail in the amount of \$1,846,362.75.

EXECUTIVE SUMMARY:

This project will construct a new concrete multi-use path between the existing trail at D Road to the Lunch Loops (Tabeguache) Trailhead along Monument Road, as well as improvements to the trailhead area. Funding is by GOCO, Colorado State Trail/Colorado the Beautiful, Bacon Family Foundation Donation, El Pomar Foundation Donation, Goodwin Foundation Donation, Gates Family Foundation Donation, Mesa County, Riverfront Foundation, and the City of Grand Junction. This new trail will connect downtown Grand Junction with the Lunch Loops soft surface trails, including Tabeguache Trail. Construction will begin in the middle of May, after the Grand Junction Off-Road Epic Mountain Bike Race which utilizes the Lunch Loop Trails. The project is expected to be complete in mid-October.

BACKGROUND OR DETAILED INFORMATION:

The Lunch Loop Trail (also referred to as the Monument Road Trail) is a proposed 1.5 mile trail that connects the No Thoroughfare Trail to the Lunch Loop Trailhead. This link will connect users from the Riverfront Trail system to one of the most popular trail systems in Mesa County. The proposed shared use path will extend from D Road and Monument Road, where the No Thoroughfare trail ends, south to the Lunch Loop trailhead. Once complete, the

paved trail will help promote walkability and bikeability and connect people of all ages and abilities to trail recreation.

The City and Colorado West Land Trust have partnered to secure the \$2.5 million in funds to complete the project. Including the \$1.5 million from Great Outdoors Colorado (GOCO) Connect Initiative, the remaining funding has been secured from other grants and foundations. Construction of the trail will begin in the mid-May and will be completed in the fall of 2019. A ground-breaking ceremony date is set for May 15.

The planning process for the Lunch Loop Trail was a component of a larger planning process funded by the Rivers, Trails, and Conservation Assistance (RTCA) Technical Assistance Grant through the National Park Service. This planning process has engaged the City, County, Bureau of Land Management, Colorado West Land Trust, and the community at large to develop the design of the shared use trail along Monument Road and design trailhead improvements that enhance safety and user experience. The process included a series of public engagement processes that defined support for the paved Lunch Loop Trail, its alignment, and other outdoor recreation amenities along the Monument Corridor.

Local partners and the RTCA program hosted a final public meeting in October of 2017 to present proposed improvements to the Lunch Loop trailhead and parking area as well as proposed trail alignments. This meeting concluded a year-long process that documented public concerns about safety and trail user experiences at the growing and often over crowded Lunch Loop trailhead. Through focus group sessions and public meetings, resident stakeholders requested a shift in the actual trail access away from the parking lot entrance, a kiosk, shade structure, improved parking lot surface, and more. These improvements have been documented and cost estimates have been developed for these additional improvements. Our partners, including the Colorado West Land Trust, will engage the community in raising funds for these improvements, and phased improvements will be made as funds become available.

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

Firm	Location	Base Amount
Sorter Construction, Inc.	Grand Junction, CO	\$1,846,362.75
Dirtworks Construction, LLC	Grand Junction, CO	\$2,136,247.16
CON-SY, Inc.	Grand Junction, CO	\$2,296,356.50
Mountain Valley Contracting, Inc.	Grand Junction, CO	\$2,410,761.68
Bridge Masters, Inc.	Bend, OR	\$2,977,867.00

FISCAL IMPACT:

The Lunch Loop Connector Trail is the result of tremendous community collaboration to design and now fund the construction. The City of Grand Junction, Mesa County, and Colorado West Land Trust collaborated with the Bureau of Land Management and the Grand Valley Metropolitan Planning Office to conduct the public process, re-design the trailhead, and determine the best trail alignment and design for the Lunch Loop Connector Trail. The City and the Land Trust collaborated on funding for this project with a long list of secured funding sources, including:

Lunch Loop Connector Trail Funding

Name	Amount
GOCO (Great Outdoors Colorado)	1,517,045
City (3-year annual contribution of \$75,000)	225,000
Mesa County (3-year annual contribution of \$75,000)	225,000
Colorado State Parks/Colorado the Beautiful	400,000
Bacon Family Foundation	25,000
El Pomar Foundation	15,000
Goodwin Foundation	25,000
Gates Family Foundation	50,000
Riverfront Foundation	50,000
Total	2,532,045

Sanitary sewer line and manholes installed during this project to connect the property at 2501 Monument Road to City sewer, valued at \$43,905, will be reimbursed by Kevin Bray, owner of 2501 Monument Road.

Expenses:

Construction Contract: \$1,846,362.75

Due to the better than anticipated bid received, staff is working on developing additional improvements to the trailhead that were proposed during the RTCA technical assistance program however were not originally included in the project scope due to cost concerns. Additional work will either be the subject of a change order to this contract or will be part of separate bid package and will need to be approved by funding sources.

SUGGESTED MOTION:

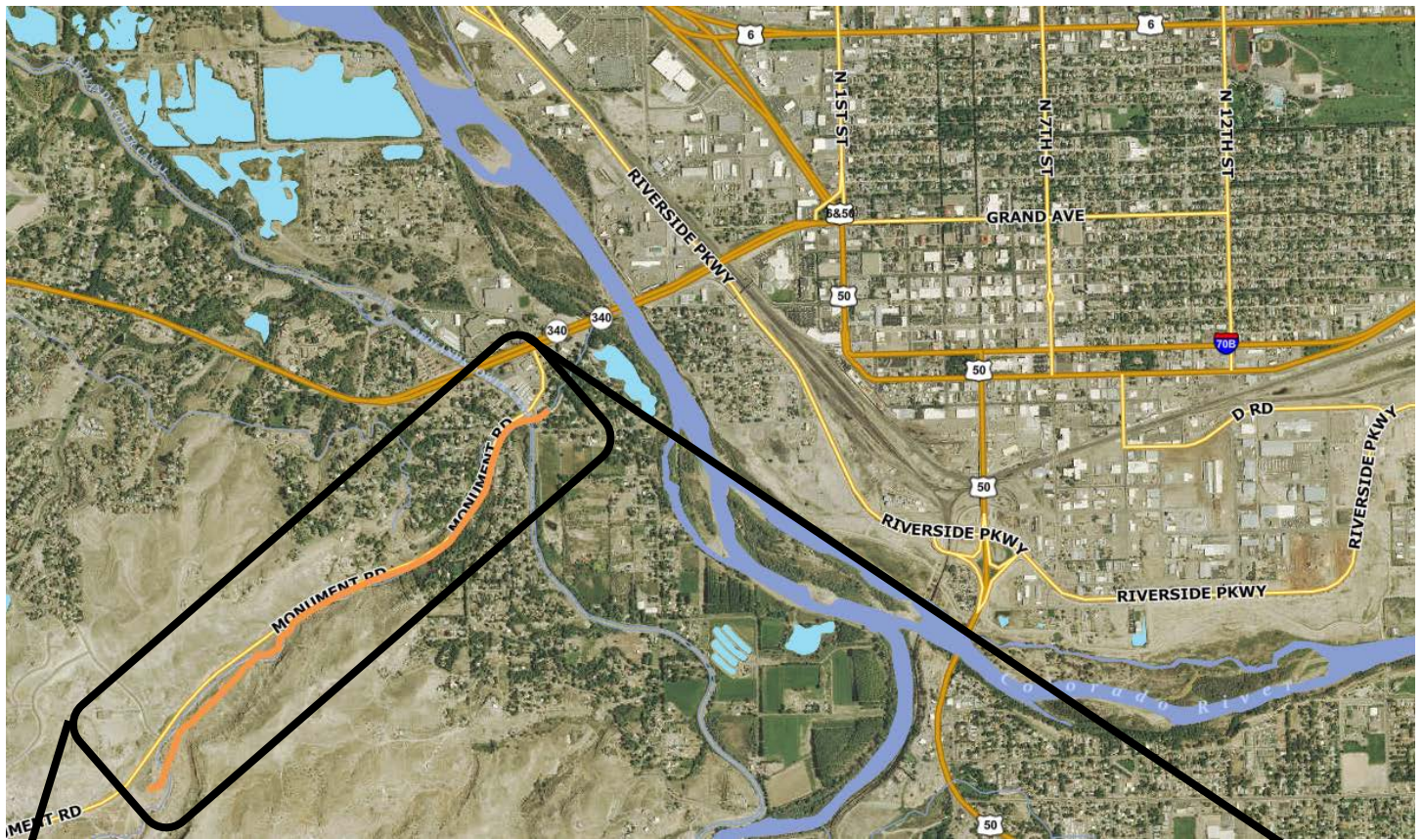
I move to (authorize/not authorize) the City Purchasing Division to execute a Construction Contract with Sorter Construction, Inc of Grand Junction, CO for the 2019 Monument Road Bicycle Path Trail in the amount of \$1,846,362.75.

Attachments

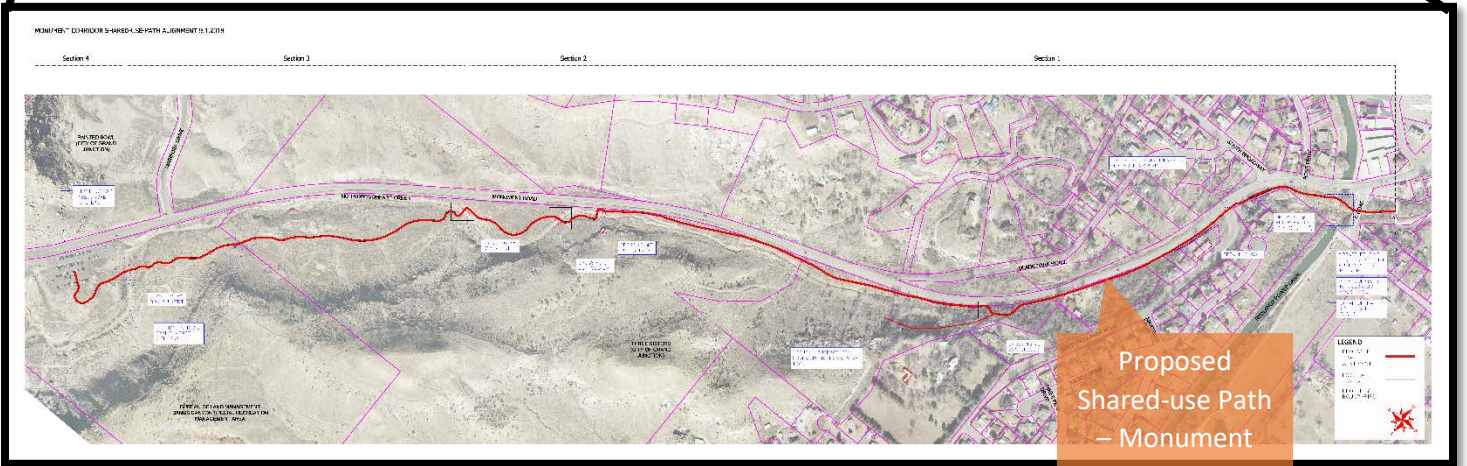
1. 2019 MRT Vicinity Map

2019 Monument Road Bicycle Path Trail

IFB-4618-19-DH



Vicinity Map



Proposed Trail Alignment



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: May 1, 2019

Presented By: Randi Kim, Utilities Director

Department: Utilities

Submitted By: Randi Kim

Information

SUBJECT:

Memorandum of Understanding Between the United States Department of Interior, Bureau of Land Management, the Town of Palisade, and the City of Grand Junction to Establish a Framework of Cooperation in Support of the Palisade Watershed Fire Mitigation Plan

RECOMMENDATION:

Staff recommends that the City Manager execute the Memorandum of Understanding between the United States Department of Interior, Bureau of Land Management, the Town of Palisade, and the City of Grand Junction to Establish a Framework of Cooperation to Ensure Protection of the Town of Palisade's Water Supply through Implementation of Prescribed Burns or Other Methods to Reduce the Potential Impacts of Future Wildfires.

EXECUTIVE SUMMARY:

The purposes of this Memorandum of Understanding (MOU) are to:

Establish a framework of cooperation between the Bureau of Land Management, the Town of Palisade, and the City to ensure protection of the quality and quantity of the Town of Palisade's water supply through implementation of prescribed burns, vegetative treatments or other methods agreed upon to reduce the potential impacts of future wildfires. The treatments are intended to change fire behavior characteristics and to aid control efforts in the event of a wildfire; and,

Develop and implement a mechanism for continued communication and consultation between the parties in the processes and practices of making and implementing land

use actions; and,

Ensure an appropriate level of involvement by each party in new and existing projects, planning and development within the “Area of Interest”.

BACKGROUND OR DETAILED INFORMATION:

Cooperation and partnership between the Bureau of Land Management, the Town of Palisade, and the City of Grand Junction to develop and implement fire mitigation methods, such as vegetative treatments and prescribed burns, will provide mutual benefits by lessening the impacts of a catastrophic wildfire. These benefits include protecting watershed infrastructure, reducing water quality impacts, improving wildlife habitat, and enhancing cattle grazing lands by creating a higher quality of vegetation for forage and browsing.

The Bureau of Land Management has identified Prescribed Fire Burn units within the Palisade Watershed on the Grand Mesa. These Prescribed Fire Burn units are adjacent to property owned by the City of Grand Junction. As such, the City acknowledges and would grant approval of the possibility that City property will be impacted by the prescribed fire burn. There is a possibility that City-owned fences on City ranch property may become damaged due to prescribed fire activities. If this would occur, the Town of Palisade would repair, if needed, City-owned fences.

The City had previously entered into a similar Memorandum of Understanding with the Bureau of Land Management and the Town of Palisade in 2012 for prescribed burn units within the Palisade Watershed area.

FISCAL IMPACT:

The Town of Palisade will provide funding for the currently identified prescribed fire burn units within the Palisade Watershed. The Memorandum of Agreement does not commit the City of Grand Junction to any funding.

SUGGESTED MOTION:

I move to to (authorize/not authorize) the City Manager to execute the Memorandum of Understanding between the United States Department of Interior, Bureau of Land Management, the Town of Palisade, and the City of Grand Junction to Establish a Framework of Cooperation in support of the Palisade Watershed Fire Mitigation Plan.

Attachments

1. Memorandum of Understanding Palisade Watershed Fire Mitigation Plan

MEMORANDUM OF UNDERSTANDING
between the
UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
GRAND JUNCTION FIELD OFFICE,
the
TOWN OF PALISADE
and
THE CITY OF GRAND JUNCTION

This Memorandum of Understanding, hereafter referred to as MOU, is entered into by the United States Department of Interior, Bureau of Land Management, Grand Junction Field Office and, hereafter referred to as the “BLM”, town of Palisade, hereafter referred to as “the Town” and the City of Grand Junction hereafter referred to as “the City”.

I. PURPOSE:

The purposes of this MOU are to:

Establish a framework of cooperation between the BLM, the Town and the City to ensure protection of the quality and quantity of the Town’s water supply through implementation of prescribed burns, vegetative treatments or other methods agreed upon to reduce the potential impacts of future wildfires. The treatments are intended to change fire behavior characteristics and to aid control efforts in the event of a wildfire; and,

Develop and implement a mechanism for continued communication and consultation between the parties in the processes and practices of making and implementing land use actions; and,

Ensure an appropriate level of involvement by each party in new and existing projects (see attached map A), planning and development within the “Area of Interest” (see attached map B) in accordance with the following provisions.

II. AUTHORITY:

Section 307 (a-g) of the Federal Land Policy and Management Act of 1976 (FLPMA) and the BLM’s Priorities for Recreation and Visitor Services.

III. STATEMENT OF MUTUAL BENEFITS:

The BLM, Town and City are committed to working as partners; the mutual benefits and interest of the partnership shall be to increase cooperation on the development and implementation of vegetative treatments to lessen the impacts of a catastrophic wildfire. To help protect watershed infrastructure and reduce impacts to water treatment facilities from wildfire. To improve wildlife habitat and

cattle grazing by creating a higher quality of vegetation for forage and browsing. The Identified Prescribed Fire burn units are located on Map A and in the Palisade Watershed Prescribed Fire Burn Plan, PMS 484.

The BLM, Town and City further recognize the need to notify and involve each other before, during and after action(s) concerning and involving the Area of Interest.

In consideration of the above, the parties agree as follows:

IV. BLM SHALL:

For the life of this agreement:

1. Assist the Town in planning and implementing existing projects as well as the planning, developing and implementation of future treatments within the Palisade Watershed.

For the identified prescribed fire burn units:

1. Complete the Palisade Watershed Prescribed burn plan document.
2. Complete any necessary planning associated with NEPA for BLM lands located within the watershed.
2. Complete the Colorado Air Pollution Control Division smoke permit application.
3. Complete Environmental Assessment for BLM lands located within the watershed.

V. TOWN SHALL:

For the life of this agreement:

1. Allow access to Area of Interest for cultural surveys, planning purposes and implementation of existing projects as well as the planning developing and implementation of future treatments within the Palisade Watershed.

For the identified prescribed fire burn units:

1. Continue in the support of the Palisade Watershed Fire Mitigation Plan.
2. Repair if needed, any fences on Town, City and BLM lands that may become damaged due to prescribed fire activities.
3. Provide funding for prescribed fire implementation for the currently identified prescribed fire burn units.

VI. CITY SHALL:

For the life of this agreement:

1. Allow access to Area of Interest for planning purposes and implementation of existing projects as well as for the planning, developing and implementation of future treatments within the Palisade Watershed.

For the identified prescribed fire burn units:

1. Acknowledge and grant approval of the possibility that City property will be involved in prescribed fire acreage.
2. Acknowledge and grant approval of the possibility that fences may become damaged due to prescribed fire activities.

VII. IT IS MUTUALLY AGREED THAT:

1. Any party may terminate this Memorandum in part or in whole by providing 30 days written notice to the other party whenever it is determined that the other parties have materially failed to comply with the conditions of this MOU.
2. This MOU will be reviewed annually and modified as determined by mutual agreement of all parties. An annual meeting will be held by and between the parties to discuss upcoming projects in both planning and implementation phases. This MOU, except for fiscal obligation of the Town or City which must be approved annually, will continue for 5 years from the date of the last signature. The MOU may be renewed prior to the termination date by mutual agreement of the parties.
3. This MOU may be revised as necessary by mutual written consent of all parties.
4. Each party shall identify a point of contact for coordination of this MOU:

Contacts	Town of Palisade	City of Grand Junction	BLM
Name:	Janet Hawkinson	Randi Kim	Lathan Johnson
Title:	Town Administrator	Utilities Director	Fuels Management Specialist
Address:	175 E 3 rd Palisade 81526	333 West Ave, Bldg. E Grand Jct., CO 81501	2815 H. Road Grand Jct, CO 81506
Phone:	970-464-5602	970-244-1429	970-257-4800
FAX:			
Email	jhawkinson@townofpalisade.org	randik@gjcity.org	lwjohnso@blm.gov

The parties hereto have executed this agreement as of the last day written below.

Wayne Werkmeister, Acting Field Office Manager
BLM - Grand Junction Field Office

Date

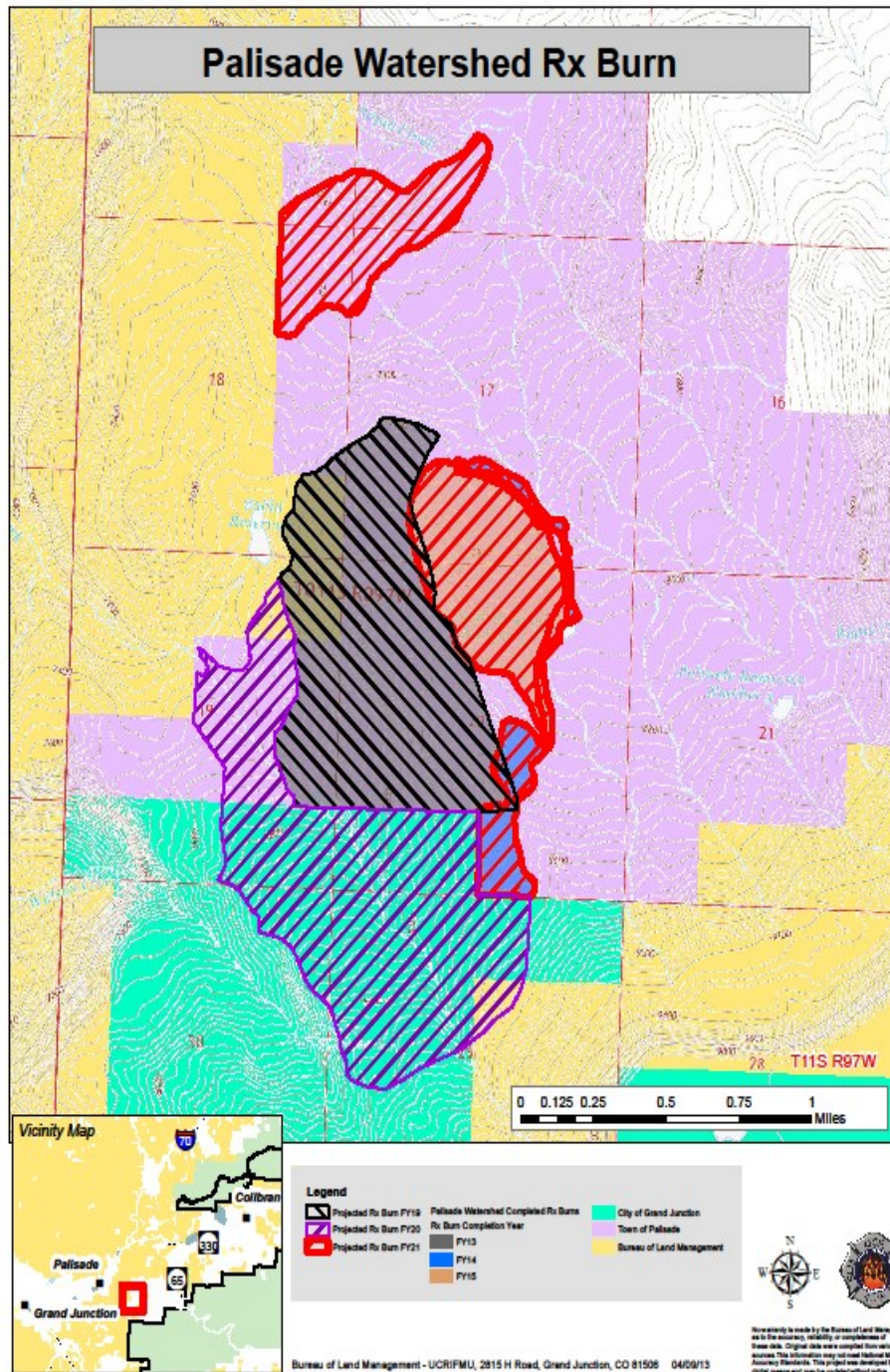
Roger L. Granat
Mayor of Palisade

Date

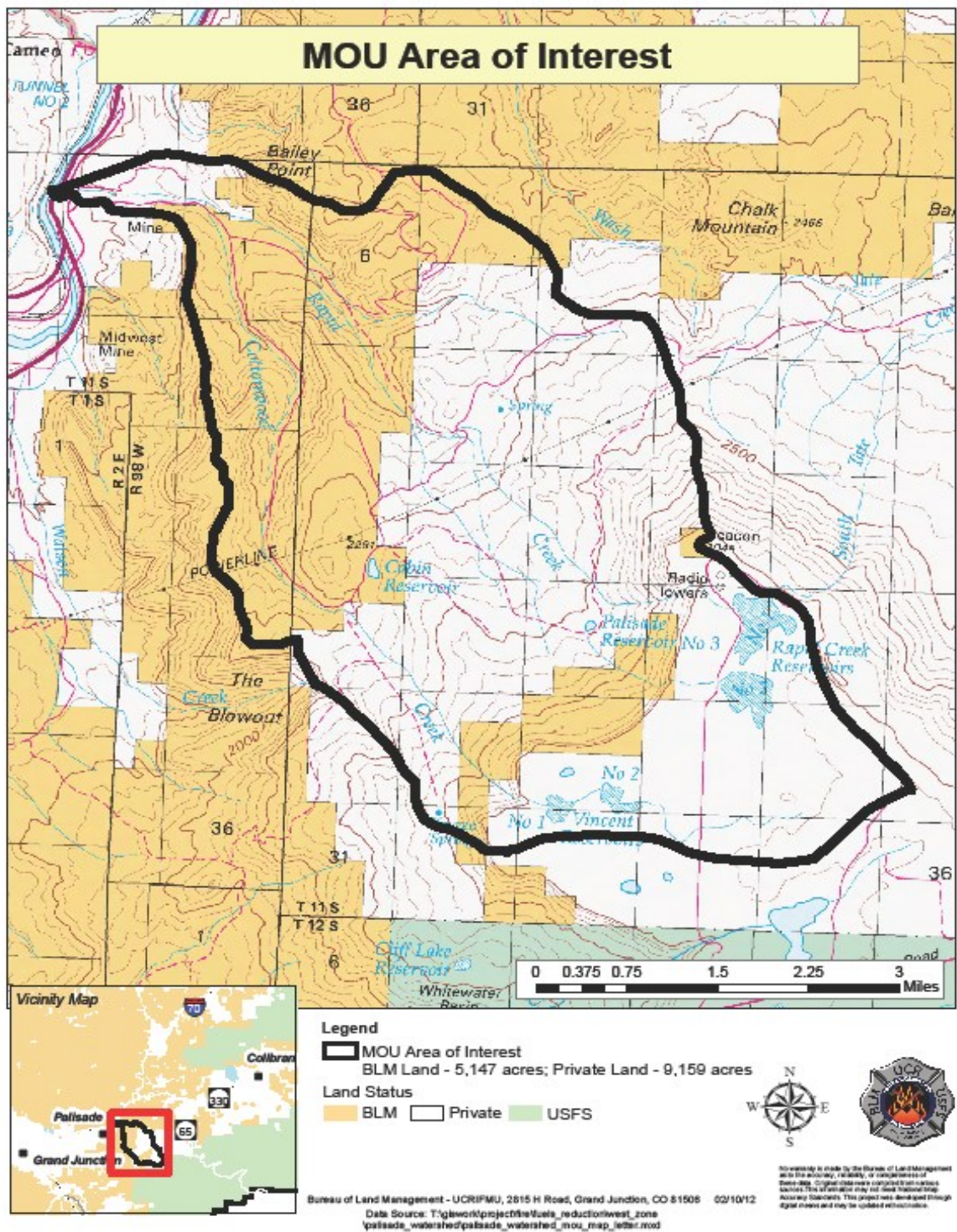
Greg Caton
Grand Junction City Manager

Date

MAP A



MAP B





Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: May 1, 2019

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver, City Attorney

Information

SUBJECT:

A Resolution Authorizing a City Council Acting President Pro Tem

RECOMMENDATION:

Staff recommends approval of the resolution.

EXECUTIVE SUMMARY:

The purpose of this item is to appoint an acting Mayor pro tempore (tem).

BACKGROUND OR DETAILED INFORMATION:

Because the term of office for both the the current Mayor and Mayor *pro tem* will end on May 6, 2019, the appointment of an acting Mayor *pro tem* is necessary. The Charter provides that the Mayor *pro tem* shall perform the duties of Mayor when the Mayor is absent.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 29-19, a resolution appointing an acting President pro tempore of the City Council.

Attachments

1. Resolution - Acting President Pro Tem

RESOLUTION NO. __-19

**A RESOLUTION APPOINTING AN ACTING PRESIDENT *PRO TEMPORE* OF THE
CITY COUNCIL**

Recitals:

At its meeting on May 2, 2018 the City Council, pursuant to the City Charter, appointed Barbara Traylor Smith as President of the City Council. At the same meeting the City Council appointed Bennett Boeschstein as President *pro tempore* of the City Council. The President and President *pro tempore* of the Council are commonly referred to as Mayor and Mayor *pro tem*. The Charter provides that the Mayor *pro tempore* shall perform the duties of Mayor when the Mayor is absent.

Because the terms of office for both the Mayor and the Mayor *pro tem* will end on May 6, 2019, the City Council has determined that the appointment of an acting Mayor *pro tem* is necessary to convene and initially conduct the May 15, 2019 City Council meeting. The acting Mayor *pro tem* shall perform all duties defined and described by the Charter and other applicable law until a new Mayor and Mayor *pro tem* are elected, following which the authority conferred on the acting Mayor *pro tem* by this Resolution shall cease.

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

The City Council appoints and assigns Phyllis Norris as Acting President *pro tempore* (Mayor *pro tem*) of the Council until such time as a Mayor and Mayor *pro tempore* are appointed.

PASSED AND ADOPTED THIS ____ day of _____, 2019.

President of the City Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #5.b.

Meeting Date: May 1, 2019

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

A Resolution Appointing a Municipal Court Judge

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

The purpose of this item is to appoint Tammy Eret as Municipal Court Judge.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction has by Charter and ordinance, established a Municipal Court.

Pursuant to its legal authority the City Council is empowered to appoint a judge of the Municipal Court. Furthermore, the Grand Junction Municipal Code (GJMC) provides a process by which a vacancy in the office of the Municipal Judge is filled.

Because the position of Municipal Judge is currently vacant, the City convened a nominating committee as provided in the City Code. The Nominating Committee interviewed candidates and made a recommendation to the City Council.

The City Council received the recommendation and a Council subcommittee conducted further review and has recommended the appointment of Tammy Eret to fill the position of Municipal Court Judge in the City of Grand Junction.

FISCAL IMPACT:

The 2019 Budget has funds allocated for the costs of the Municipal Court Judge.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 30-19, a resolution appointing Tammy Eret as Municipal Court Judge.

Attachments

1. Resolution Appointing a Municipal Judge

RESOLUTION NO. ____ -19

**A RESOLUTION APPOINTING TAMMY ERET AS MUNICIPAL JUDGE FOR THE
GRAND JUNCTION MUNICIPAL COURT**

RECITALS:

By Charter and ordinance, the City of Grand Junction has established a Municipal Court. Pursuant to that legal authority the City Council is empowered to and shall appoint a judge of the Municipal Court. Furthermore, the Grand Junction Municipal Code (GJMC) provides a process by which a vacancy in the office of the Municipal Judge is filled.

While the business of the Court has been capably administered by Interim Judge Dan Robinson, Judge Robinson did not desire to serve as the regular judge but will continue to serve as a Substitute Municipal Court Judge.

Because the position of Municipal Judge is vacant, the City convened a nominating committee (Nominating Committee) as provided for in the GJMC. The Nominating Committee interviewed candidates and made a recommendation to the City Council.

The City Council received the recommendation and a Council subcommittee conducted further review and has recommended the appointment of Tammy Eret to fill the position of Municipal Court Judge in the City of Grand Junction.

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

Tammy Eret is appointed as Municipal Court Judge in and for the Grand Junction Municipal Court, with all rights, obligations and privileges that pertain subject to full and faithful performance as provided by GJMC 2.28.010 *et. seq.*

PASSED and ADOPTED this ____ day of _____ 2019.

President of the City Council

ATTEST:

City Clerk



Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: May 1, 2019

Presented By: Jodi Romero, Finance Director, Greg Caton, City Manager

Department: Finance

Submitted By: Jodi Romero, Finance Director

Information

SUBJECT:

An Ordinance Making Supplemental Appropriations for the 2019 Budget for the City of Grand Junction and the Downtown Development Authority

RECOMMENDATION:

Staff Recommends approval of the ordinance making supplemental appropriations for 2019.

EXECUTIVE SUMMARY:

This request is to appropriate funds and authorize spending to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction and the Downtown Development Authority based on proposed 2019 budget amendments. Supplemental appropriations are required to ensure adequate appropriations by fund and often are needed to carry forward capital projects that regularly span more than one year. This action re-appropriates the funds for projects approved and started in the prior budget year but not completed in that year. Because these capital projects have already been planned for and the expenditure approved by Council in the 2018 budget, they do not decrease the budgeted fund balances. Supplemental appropriations are also required to authorize spending of unbudgeted revenues which are a result of successful grant applications, as well as new spending from available resources because of project or economic development opportunities that arise during the year, all subject to City Council approval.

BACKGROUND OR DETAILED INFORMATION:

City Council authorizes spending at a fund level based on the line item budget as

reviewed and approved. The authorization occurs through the adoption of the Appropriations Ordinance. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to carryforward capital projects and approve new projects or expenditures. When a project includes transfer from one fund to another, both the transfer and the expenditure have to be appropriated.

The 2019 Supplemental Appropriation includes spending authorization in the following funds as described below. A detail chart of supplemental appropriations is included with this staff report. NOTE: One change has been made since the first reading of the Supplemental Appropriation Ordinance on April 17th, 2019. Staff inadvertently did not include the budget amendment to the Downtown Development Authority's capital fund that is required to expend the bond proceeds related to the Las Colonias Business Park and the Two Rivers Convention Center Improvements. The bond proceeds are held in the DDA's capital fund until needed on the projects. The construction costs for the projects are budgeted in the Sales Tax Capital Improvement Fund and the Two Rivers Convention Center Fund.

General Fund (100)

The General Fund requires supplemental appropriations of \$1.4 million for the carryforward of the 2018 economic development allocations to Bonsai, Homeward Bound, and Botanical Gardens; as well as carryforwards to complete the development impact fee study; purchase of a police vehicle (which was ordered in 2018 but not received until 2019); the transfer to the Sales Tax Capital Improvement Fund for the North Avenue Streetscape project; spending for Police Department programs supported by grants; and Fire Department records management system.

Additionally, supplemental appropriations of \$714,950 is requested for the purchase of Fire Engine #6 and related equipment which was approved by City Council on April 17, 2019. This purchase will be fully funded out of the City's share of the Mesa County Public Safety Sales Tax.

As a result of frugal spending by departments and salary savings due to vacancies, the General Fund ending fund balance at 12/31/2018 (pre-audit) is \$30.3 million (before internal loans). After carryforwards are accounted for, this adds an additional \$2 million to the projected ending fund balance for 2019.

It is staff's recommendation to add to the 2019 funds budgeted for the development of the Riverfront at Dos Rios. The requested supplemental appropriation for this project is \$1.2 million and would provide for property acquisition and site development work including the extension of an Xcel gas line. The 2019 approved budget includes \$400,000, if approved a total of \$1.6 million would be invested towards this riverfront development. This would be a transfer from General Fund to the Sales Tax Capital

Improvement Fund.

With the voter's authorization of the First Responders .50% Sales Tax on April 2nd, 2019, staff proposes for City Council consideration the advancement of projects and staffing for the Fire Department. This includes breaking ground on Fire Station #6 in the fall of this year, adding a training officer in preparation for training new firefighters, and hiring 5 of the new firefighters to join the July Fire Academy. The total staffing cost for partial year compensation and one time gear is \$323,000 and the Fire Station #6 construction cost is \$4.1 million. The General Fund would cash flow this for a total of \$4.4 million from available general fund balance. The funds for Fire Station #6 would be transferred from General Fund to the Sales Tax Capital Improvement Fund. This would require City Council authorization to use a portion of the 25% minimum reserve balance, however, this amount would be replenished in the 2020 budget (according to Council Minimum Reserve Policy) from the First Responders Sales Tax. The Police Department also proposes to advance the hiring of three civilian support positions including a code enforcement officer, expand recruitment efforts, and prepare to add to the fleet by ordering new patrol cars in the fall of this year. This does not require a supplemental appropriation because there is appropriation capacity for the Police Department due to vacancy savings. However funds spent from the General Fund will be repaid in 2020 from the First Responders Sales Tax as well. Based on projections of revenues generated from the First Responders Sales Tax in 2020, funds will be sufficient to replenish the General Fund Balance as well as fund the additional firefighter (to complete staff for Fire Station #6) and police officer positions (as well as related equipment) planned for 2020. It is estimated that Fire Station #7 will be completed in 2021.

New spending authorization of \$6.3 million combined with carryforwards of \$1.4 million, total \$7.7 million in total requested supplemental appropriation.

E911 Regional Communication Center Fund (101)

The E911 Fund requires supplemental appropriations of \$368,296 for the transfer to the Communication Center Fund for carryforward of three projects including the relocation of the Grand Mesa Tower and the Microwave Hop for the Grand Mesa Tower, as well as the Logging Recorder.

Communication Center (405)

The Communications Center Fund requires supplemental appropriations of \$368,296 for the carryforward of three projects including the logging recorder, relocation of a microwave hop on the Grand Mesa Tower and the relocation of the Grand Mesa Tower.

Downtown Development Authority Fund (103)

The Downtown Development Authority Fund will require supplemental

appropriations of \$500,000 in order to loan ASWY, LLC funds for the purpose of developing a project located at 702 Main Street and 734 Main Street. The loan will be secured by note and deed of trust on both properties and has an interest rate of 2%. The terms of the loan include forgiveness of up to the entire balance if certain performance measures are achieved according to a specific timeline. This loan was approved by the Downtown Development Board of Directors on March 14, 2019.

CDBG Fund (104)

The CDBG Fund requires supplemental appropriations of \$122,000 for transfer to the Sales Tax Capital Improvement Fund for completion of the two safe routes to school projects including Nisley Elementary and Bookcliff Middle School Pedestrian Improvements.

Conservation Trust Fund (110)

The Conservation Trust Fund requires supplemental appropriations of \$46,177 for transfer to the Sales Tax Capital Improvement Fund for the carryforward of the improvements to Emerson park Restrooms.

Sales Tax Capital Improvement Fund (201)

The Sales Tax Capital Improvement Fund requires supplemental appropriations of \$7.5 million for the carryforward and completion of 12 capital projects including Alley Improvement District, Bookcliff and Nisley Pedestrian Improvements, a bridge replacement project, cemetery improvements, Emerson Park restroom improvements, Greenway at Dos Rios, Horizon Drive pedestrian improvements, Las Colonias business park and River Recreation completion, North Avenue streetscape improvements, and transfer to the Storm Drainage Fund.

New spending authorization from General Fund transfer of \$5.3 million for the development of the Riverfront at Dos Rios and the construction of Fire Station #6 combined with carryforwards of \$7.5 million, total \$12.8 million in total requested supplemental appropriation.

Storm Drainage Fund (202)

The Storm Drainage Fund requires supplemental appropriations of \$116,450 for completion of storm drain improvements and Buthorn drainage improvements.

DDA Capital Fund (203)

The DDA Capital Fund requires supplemental appropriations of \$4,682,376 in order to fund the Las Colonias Business Park and the Two Rivers Convention Center Improvements. These funds will be put in the Sales Tax Capital Improvement Fund for expenditure on the project.

Transportation Capacity Fund (207)

The Transportation Capacity Fund requires supplemental appropriation of \$379,160 for three projects including Orchard Ave from Normandy to 29 Road improvements, F 1/2 Road West of 15th Street, and the 1-70/29 Road Interchange PEL (Planning and Environmental Linkages study).

Water Fund (301)

The Water Fund requires supplemental appropriations of \$1.8 million for the carryforward of eight projects including waterline replacements, flowline replacements, Purdy Mesa flowline repair, water meter replacements, raw water irrigation supply line phase I, raw water reservoir #3 rehab, Grand Mesa #1 reservoir dam, and the Grand Mesa reservoir Improvements.

Two Rivers Convention Center Fund (303)

The Two Rivers Convention Center Fund requires supplemental appropriations of \$145,536 for the carryforward of the portion of the improvement project that was budgeted but not completed in 2018.

Golf Course Fund (305)

The Golf Courses Fund requires supplemental appropriations of \$5,461 to carryforward for improvements to the Lincoln Park Club House. In 2019, City has recently assumed responsibility (changing from a lease agreement with outside vendor) for operation of the concessions at the Lincoln Park Golf Club House and as such requests new spending authorization of \$35,000 for purchase of concession food and beverages. This spending will be offset with revenues from the sale of food and beverages, and staff estimates the net profit to be \$6,500.

Information Technology Fund (401)

The Information Technology Fund requires supplemental appropriations of \$367,250 for the carryforward of two projects including the City Hall rewire and backup AC for the Police Department UPS room.

Fleet Fund (402)

The Fleet Fund requires supplemental appropriations of \$1.07 million for vehicles and equipment that was ordered in 2018 but not received until 2019.

DDA TIF Debt Service Fund (611)

The DDA TIF Debt Service Fund requires supplemental appropriations of \$68,523 for the adjustment to interest expense from estimated budget to final amortization schedules provided by the bank.

Joint Sewer Fund (900)

The Joint Sewer Fund requires supplemental appropriations of \$3.4 million for the carryforward of three projects including sewer line replacements phases 1 and 2 and

the biological nutrient removal diffuser.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City and the Downtown Development Authority. 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/deny) Ordinance No. 4850, an ordinance making Supplemental Appropriations to the 2019 budget of the City of Grand Junction, Colorado and the Downtown Development Authority for the year beginning January 1, 2019 and ending December 31, 2019 on final passage and order final publication in pamphlet form.

Attachments

1. 2019 Supplemental Chart 2nd Reading
2. First Supplemental Appropriation ORDINANCE NO

2019 SUPPLEMENTAL APPROPRIATIONS			
Fund 100 General Fund			
Bonsai Incentive	\$	1,000,000	
Homeward Bound		200,000	
Botanical Gardens Building Repairs		19,650	
Development Impact Fee Study		28,464	
Police Vehicle		36,721	
North Ave Streetscape Transfer to Sales Tax Capital Improvement Fund		54,471	
2018 Program Grants at Police Department		25,796	
Fire Records Management System		71,047	
Carryforward Subtotal	\$	1,436,149	
Riverfront at Dos Rios Project Additional Funds Transfer to Sales Tax Capital Improvement Fund*		1,200,000	
Fire Engine 6 Purchase* (funded by City Share of Mesa County Public Safety Tax)		559,749	
Fire Engine 6 Equipment Purchase* (funded by City Share of Mesa County Public Safety Tax)		155,201	
New Spending Subtotal	\$	1,914,950	
Fire Staff Add Training Officer (2B funding)*		67,000	
Fire Staff Add 5 New Positions (2B funding)*		256,000	
Fire Station 6 Construction (2B Funding) Transfer to Sales Tax Capital Improvement Fund*		4,100,000	
New Spending 2B Funds Advance Subtotal	\$	4,423,000	
Total New Spending Authorization	\$	6,337,950	
Total Fund 100 Supplemental Appropriation	\$	7,774,099	
Fund 101 E911 Fund			
Grand Mesa Tower transfer to Communication Center Fund	\$	207,947	
Relocate Microwave Hop-Grand Mesa transfer to Communication Center Fund		100,000	
Logging Recorder transfer to Communication Center Fund		60,349	
Total Fund 101 Supplemental Appropriation	\$	368,296	
Fund 405 Communications Center Fund			
Logging Recorder	\$	60,349	
Relocate Microwave Hop-Grand Mesa		100,000	
Relocate Grand Mesa Tower		207,947	
Total Fund 405 Supplemental Appropriation	\$	368,296	
Fund 103 DDA Operating Fund			
Loan to ASWY, LLC for 702 & 734 Main Streets*			
Total Fund 103 Supplemental Appropriation	\$	500,000	
Fund 104 CDBG Fund			
Nisley Elementary Safe Routes To School transfer to Sales Tax Capital Improvement Fund	\$	80,000	
Bookcliff Middle School Pedestrian Improvements transfer to Sales Tax Capital Improvement Fund		42,000	
Total Fund 104 Supplemental Appropriation	\$	122,000	
Fund 110 Conservation Trust Fund			
Emerson Park Restrooms Transfer Sales Tax Capital Improvement		46,177	
Total Fund 110 Supplemental Appropriation	\$	46,177	
Fund 201 Sales Tax Capital Improvement Fund			
Alley Improvement District	\$	19,183	
Bookcliff Middle School Pedestrian Improvements (partially funded by CDBG)		122,000	
Bridge Projects; Bridge Repl GRJ-F.5-30.8 (partially funded by Federal grant)		651,518	
Cemetery Improvements		16,258	
Emerson Park Restrooms (funded by CTF funds)		46,177	
Greenway at Dos Rios (CDBG funded)		98,686	
Horizon Drive Pedestrian Improvements (grant funded)		101,091	
Las Colonias Business Park		6,238,443	
Nisley Elementary Safe Routes to School (funded by CDBG)		80,000	
North Avenue Streetscape Improvements		54,471	
Drainage Improvements transfer to Drainage Fund		116,450	
Carryforward Subtotal	\$	7,544,277	
Fire Station 6 Transfer from GF (2B funding)*		4,100,000	
Riverfront at Dos Rios transfer from General Fund*		1,200,000	
New Spending Authorization Subtotal	\$	5,300,000	
Total Fund 201 Supplemental Appropriation	\$	12,844,277	
Fund 202 Drainage Fund			
Storm Drainage Improvements	\$	54,440	
Buthorn Drain		62,010	
Total Fund 202 Supplemental Appropriation	\$	116,450	
Fund 203			
Debt Proceeds Used for Two Rivers Convention Center Improvements	\$	145,537	
Debt Proceeds Used for Las Colonias Business Park in Sales Tax Capital Improvement Fund		4,536,839	
Total Fund 203 Supplemental Appropriation	\$	4,682,376	
Fund 207 TCP Fund			
Orchard Ave, Normandy to 29 Road	\$	169,450	
I-70/29 Road Interchange PEL		169,710	
F 1/2 Road West of 15th Street		40,000	
Total Fund 207 Supplemental Appropriation	\$	379,160	
Fund 301 Water Fund			
Development Impact Fee Study	\$	9,980	
2018 Waterline Replacements		88,984	
Flowline Replacements		1,427,862	
Purdy Mesa Flowline Repair		50,000	
Water Meter Replacements		6,288	
Raw Water Irrigation Supply Line Phase I		23,064	
Raw Water Reservoir #3 Rehab		209,832	
Grand Mesa #1 Reservoir Dam Engineering Svcs		10,587	
Grand Mesa Reservoir Improvements		4,946	
Total Fund 301 Supplemental Appropriation	\$	1,831,543	
Fund 303 Two Rivers Convention Center Fund			
Two Rivers Convention Center Improvements	\$	145,536	
Total Fund 303 Supplemental Appropriation	\$	145,536	
Fund 305 Golf Courses Fund			
Tiara Rado/LP Golf Course Improvements	\$	5,461	
Lincoln Park Concessions*		35,000	
Total Fund 305 Supplemental Appropriation	\$	40,461	
Fund 401 Information Technology Fund			
Backup AC for PD UPS Room	\$	23,750	
Rewire City Hall		343,500	
Total Fund 401 Supplemental Appropriation	\$	367,250	
Fund 402 Fleet Fund			
Fleet and Equipment Purchases			
Total Fund 402 Supplemental Appropriation	\$	1,066,787	
Fund 611 DDA TIF Debt Service Fund			
Interest on Debt	\$	68,523	
Total Fund 611 Supplemental Appropriation	\$	68,523	
Fund 900 Joint Sewer Fund			
Development Impact Fee Study	\$	9,981	
2018 Sewer Line Replacement Phase I		140,031	
2018 Sewer Line Replacement Phase 2		502,765	
Lift Station Elimination		36,618	
Biological Nutrient Removal Diffuser		2,684,775	
Total Fund 900 Supplemental Appropriation	\$	3,374,170	
*Denotes a new spending request			

ORDINANCE NO. ____

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2019 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019.

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, 2019 to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 7,774,099
E911 Fund	101	\$ 368,296
DDA Operating Fund	103	\$ 500,000
CDBG Fund	104	\$ 122,000
Conservation Trust Fund	110	\$ 46,177
Sales Tax CIP Fund	201	\$ 12,844,277
Storm Drainage Fund	202	\$ 116,450
DDA Operating Fund	203	\$ 4,682,376
Transportation Capacity Fund	207	\$ 379,160
Water Fund	301	\$ 1,831,543
Two Rivers Convention Fund	303	\$ 145,536
Golf Courses Fund	305	\$ 40,461
Information Technology Fund	401	\$ 367,250
Fleet and Equipment Fund	402	\$ 1,066,787
Communication Center Fund	405	\$ 368,296
DDA TIF Debt Service Fund	611	\$ 68,523
Joint Sewer Operations Fund	900	\$ 3,374,170

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2019.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2019.

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #6.b.

Meeting Date: May 1, 2019

Presented By: Kathy Portner, Community Services Manager

Department: Community Development

Submitted By: Kathy Portner

Information

SUBJECT:

An Ordinance Amending the Comprehensive Plan to Include the Horizon Drive Business Improvement District (BID) Trail Network Plan as a Part of the Grand Junction Circulation Plan

RECOMMENDATION:

The Planning Commission heard this item at their meeting on April 23, 2019 at recommended approval of the request (6-0).

EXECUTIVE SUMMARY:

The Horizon Drive BID Trail Network Plan identifies a series of proposed multi-modal trail connections within the Horizon Drive corridor area to provide safe, convenient and functional non-motorized linkages to amenities within the District and to the surrounding area. The need for this sub-area plan was identified as an implementation strategy in the adopted 2018 Grand Junction Circulation Plan. Both the Horizon Drive BID and the Grand Junction Urban Trails Committee have reviewed and unanimously recommended approval of the trails plan.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Grand Junction Circulation Plan, adopted in 2018, supports a balanced, multi-modal approach to transportation planning, accommodating the safe and efficient movement of people and goods and providing for transportation options for all users. The Plan includes an Active Transportation Corridor Map and Complete Streets Policy, as well as strategies to implement the Plan. One of the strategies identified in the Plan

is to incorporate sub-area plans to provide more detailed network design and strategies. The Horizon Drive Business District is identified as a needed sub-area plan.

The Horizon Drive Business Improvement District (BID) contracted with the Colorado Center for Community Development to complete a study on the feasibility and alignment of multi-modal trails throughout the Horizon Drive corridor. The resulting document, Horizon Drive BID Trail Network Plan, identifies a series of proposed multi-modal trail connections to provide safe, convenient and functional non-motorized linkages to amenities within the District and to the surrounding area. The Plan also includes design recommendations and strategies for implementation.

The Plan depicts an overall trail network that includes the current plans for improvements to Horizon Drive, corridors shown on the adopted Active Transportation Map and new use-specific designated trails to benefit residents, employees and visitors to the Horizon Drive area. The proposed network utilizes both existing infrastructure and proposed improvements to create a series of loops and connections.

The Plan proposes four loops, including South West Loop, South East Loop, North West Loop and North East Loop. The proposed South West Loop is .92 miles utilizing sidewalks along Horizon Drive from G Road to I-70 and connecting to the drainageway along the east side of the Bookcliff Country Club golf course. Two plazas anchor the trail loop at either end. The drainageway trail serves the backsides of the businesses, providing an opportunity for outdoor seating areas, and includes nine rotating art installations.

The proposed North West Loops includes a series of sub-loops in the Crossroads Boulevard/Compass Drive area, for a total of over 7 miles. The loops are designed to serve different experiences and distances and have both hard and soft surface trails. Scattered along the various loops are workout stations that would include a bench, trash/recycling, lighting and equipment.

The proposed North East Loops includes approximately 5.5 miles of sub-loops between I-70 and the Airport entrance. The loops include eight resting areas organized to serve small gatherings for lunch and watching plane arrival/departure and will include trash/recycling and lighting.

The proposed South East Loop is 1.1 miles utilizing sidewalks along Horizon Drive between G Road and I-70, G Road and a future connection along the canal. It also includes the future additions that would connect the Partee Heights neighborhood. Play areas are proposed along the route to serve active use, adventure learning and outdoor experiences. Each area would have a bench, trash/recycling and lighting.

The Plan also includes design guidelines, recommended trail materials, construction

details, phasing strategy, cost estimates and potential funding sources. The Plan will be used by the City and Horizon Drive Business Improvement District to guide the development of the identified trail corridors as opportunities arise.

The Horizon Drive BID reviewed and recommended approval of this plan at a meeting held on September 19, 2018.

The Grand Junction Urban Trails Committee reviewed the proposed plan and recommended approval of the plan on October 9, 2018.

NOTIFICATION REQUIREMENTS

As required by § 21.02.080 (e) of the Zoning and Development Code, a Neighborhood Meeting was held on March 28, 2019. Approximately 20 citizens, along with the applicant and City staff, were in attendance. Generally, those in attendance were supportive of the plan.

Notice was provided in accordance with §21.02.080 (g) of the Zoning and Development Code. On March 15, 2019 notice of the application was mailed to property owners within 500 feet of the subject property. An application sign was posted on the property on or before March 15, 2019 and notice of the public hearing was published March 19, 2019 in the Daily Sentinel.

ANALYSIS

The Zoning and Development Code provides that “The Comprehensive Plan shall include all neighborhood plans, corridor plans, area plans, the Grand Junction Circulation Plan, and all other elements adopted as a part of the Comprehensive Plan”. As such, the adoption of a new plan, such as this sub-area trails plans requires review and analysis as an amendment to the Comprehensive Plan pursuant to Section 21.02.130(c)(2) of the Grand Junction Zoning and Development Code. The City may amend the Comprehensive Plan and its component Grand Valley Circulation Plan if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and the following criteria for Plan Amendments are met:

(i) There was an error such that then-existing facts, projects, or trends that were reasonably foreseeable were not accounted for; or

The proposed amendment to the Circulation Plan is to add a more detailed, sub-area plan for the Horizon Drive area; therefore, Staff finds that there was not an error and that this criterion has not been met.

(ii) Subsequent events have invalidated the original premises and findings;

The Horizon Drive BID Trail Network Plan incorporates the Active Transportation

Corridors identified in the adopted 2018 Circulation Plan and expands on that framework to provide an interconnected trail system that provides multiple levels of access and connection to local and regional amenities for residents, employees and visitors to the Horizon Drive area. Completion of the Horizon Trail Plan was anticipated with the Circulation Plan and identified as one of the implementation strategies.

The Horizon Drive BID Trail Network Plan supports and expands on the original premises of the Circulation Plan; therefore, Staff finds that this criterion has been met.

(iii) The character and/or condition of the area have changed enough that the amendment is acceptable;

The need for safe and efficient corridors for non-motorized travel, whether by choice or necessity, continues to grow. The Grand Valley 2040 Regional Transportation Plan identified the transportation mode share for non-motorized transportation options increasing by 2040. Further, an increasing number of visitors are looking for opportunities for walking and bicycling as a means of transportation and recreation and Horizon Drive contains over 70% of Grand Junction's lodging. Because the proposed plan addresses the increasing needs and expectations for active transportation options, Staff finds that this criterion has been met.

(iv) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment;

The Horizon Drive BID Trail Network Plan incorporates the Active Transportation Corridors identified in the adopted 2018 Circulation Plan and expands on that framework to provide an interconnected trail system that provides multiple levels of access and connection to local and regional amenities for residents, employees and visitors to the Horizon Drive area. The Plan supports many of the Grand Valley 2040 Regional Transportation Plan's principles and best practices including: enhancing sidewalks, bike, and multi-use trails, and maintaining an efficient and effective transportation system, thereby benefitting the overall community. Further, the Plan supports the Comprehensive Plan's vision for connectivity with a well-connected street network with multiple travel routes that diffuse traffic, which have been shown to reduce congestion, increase safety for drivers and pedestrians, and promote walking, biking, and transit use. Creating a plan that provides a roadmap for the community to achieve these significant and documented community benefits supports Staff's finding that this criterion has been met.

(v) The change will facilitate safe and efficient access for all modes of transportation; and

The proposed Circulation Plan establishes a plan to improve, develop or construct a

network of active transportation corridors to accommodate safe and efficient pedestrian and bicycle movement, which supports many of the strategies and policies of the Circulation Plan. By providing a network of trails for non-motorized use, safety for all modes is increased. Therefore, Staff finds that this criterion has been met.

(vi) The change furthers the goals for circulation and interconnectivity.

The Horizon Drive BID Trail Network Plan identifies a series of proposed multi-modal trail connections to provide safe, convenient and functional non-motorized linkages to amenities within the District and to the surrounding area. The Plan proposes four loops, including South West Loop, South East Loop, North West Loop and North East Loop, providing opportunities for residents, employees and visitors to safely walk and bike throughout the Horizon Drive area. Staff, therefore, finds this criterion has been met.

The proposed Horizon Drive BID Trail Network Plan is consistent with the following vision, goals and policies of the Comprehensive Plan:

Guiding Principle 5. Balance Transportation: Accommodate all modes of transportation including air, transit, freight, auto, bike and pedestrian.

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

Policy D. A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhoods Centers and other desired public attractions. The Plan will be integrated into the Regional Transportation Plan.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Grand Junction Circulation Plan, CPA-2019-110, a request to adopt the Horizon Drive BID Trail Network Plan, as part of the Grand Junction Circulation Plan the following findings of fact have been made:

1. The proposed amendments are consistent with the vision, goals and policies of the Comprehensive Plan.
2. The review criteria of Section 21.02.130(c)(2) of the Grand Junction Municipal Code have been met.

Therefore, Staff recommends approval.

FISCAL IMPACT:

This is a long-range planning document, therefore there is no direct fiscal impact.

SUGGESTED MOTION:

I move to (adopt/deny) an Ordinance No. 4851, an ordinance amending the Comprehensive Plan to include the Horizon Drive Business Improvement District (BID) Trail Network Plan as a Part of the Grand Junction Circulation Plan on final passage and order publication in pamphlet form.

Attachments

1. Neighborhood Meeting and comments
2. Horizon Dr Trail Plan Maps
3. Proposed Ordinance

Recap of Neighborhood Meeting Horizon Drive Master Trail Plan

On March 15, 2019 the attached Neighborhood Meeting Notice was mailed to 150 addresses obtained from the City of Grand Junction Planning Department. Two Notices were returned as "Unable to Forward." The neighborhood meeting was held on March 28, 2019 at the Clarion Inn at 755 Horizon Drive. We had a turnout of approximately 30 people. We did not have a sign-in sheet, but offered two comment forms. One asked specific questions and one just said, "Comments." Chris Endreson [Technical Assistance Coordinator, University Technical Assistance (UTA) Program] presented the Horizon Drive Master Trail Plan and answered questions.

A resident of the neighborhood east of Horizon Drive asked about the noise level from Interstate 70. This was not related to the trail plan, but we appreciate that this is a concern that should be looked into. Representatives of Bookcliff Country Club asked some questions about the idea of piping a portion of the drainageway. They also expressed their preference for the trail being located on the east side of the flow of water, primarily due to their concern about the safety of trail users. We discussed screening materials and other possible ways of deflecting errant golf balls.

The attendees I personally spoke to are:

Melissa Workmeister
Representative of the Bureau of Reclamation

Paul Nolen and Todd Simpson
Representatives of Bookcliff Country Club

Brandi Hendershot
Representative of Kenco (Taco Bell)

Cindi Lionberger
Representative of Neighborhood Watch Group
(Neighborhood behind businesses on the east side of Horizon Drive)

Bob Lionberger
719 Brassie Drive, Grand Junction

Ralph Bonser / Kathy Sisac
702 Niblic Drive, Grand Junction

Dr. Bill Merkel
Representative of W & D Merkel Family LLLP

David West, M.D.
Representative of Hope West
2754 Compass Drive

I attach all written comments received and letters of support for the Horizon Drive Master Trail Plan. Thank you for your time and attention.

Sincerely,



Vara Kusal
Executive Director

Enc.

VISIT THE DISTRICT
WWW.HORIZONDRIVEDISTRICT.COM

970.985.1833
2764 Compass Drive, Suite 205 Grand Junction, CO 81506



Neighborhood Meeting Notice Letter

Mailing Date: March 15, 2019

Dear Property Owner:

This letter is intended to notify you that on **Thursday, March 28, 2019, starting at 5:30 p.m.**, a neighborhood meeting will be held to update you on the **Horizon Drive BID Trail Network** plan proposed to increase connectivity to popular destinations within the Grand Valley and encourage active transportation (walking, biking, etc.) throughout the Horizon Drive District.

This meeting will be held at the **Clarion Inn**, 755 Horizon Drive, Grand Junction, CO 81506. There will be directional signage to guide you to the meeting.

The neighborhood meeting is an opportunity for adjacent property owners to learn more about the proposed trail network, ask questions, and submit written statements to the City of Grand Junction staff (Kathy Portner) and the Horizon Drive District BID (Vara Kusal).

As a neighbor of the Horizon Drive District, you will be notified of public hearings, currently scheduled for Planning Commission on April 23rd and City Council on May 1st.

The list of property owners being notified for this neighborhood meeting was supplied by the City of Grand Junction and derived from current records of the Mesa County Assessors. As those records are not always current, please feel free to notify your neighbors of this meeting date so all may have the opportunity to participate.

If you are not available to attend this meeting, you can provide written comment to the City of Grand Junction Planning Department to Kathy Portner at kathyp@gjcity.org or to Vara Kusal at Vara@HorizonDriveDistrict.com

We look forward to seeing you at this meeting.

Best regards,

Vara Kusal
Executive Director
Horizon Drive District BID

VISIT THE DISTRICT
WWW.HORIZONDRIVEDISTRICT.COM

970.985.1833

2764 Compass Drive, Suite 205 Grand Junction, CO 81506

Comments and Feedback

Phase 1 Trail Segment – G Rd to I-70

Thank you for your participation and input on new trails and connectors throughout the Horizon drive Business Improvement Corridor. The design and graphics you see today are the recommendations suggested through a conceptual feasibility phase performed by Landscape Architecture students at the University of Colorado Denver through the University Technical Assistance Program.

Your feedback is important and will help shape the next phases ahead!

- ☐ Please provide comments regarding an improved pedestrian corridor along the drainageway from G Rd. to Doubletree:

- ☐ What advantages and disadvantages to this trail corridor do you see?

LIABILITY ISSUES BETWEEN GOLFERS & PEDESTRIANS.

- ☐ What features and amenities beyond those suggested could make this a unique and used space?

*LIGHTS
PATROLLED BY GJPD*

- ☐ Please provide comments on an integrated pedestrian trail system throughout the BID boundary area:

Please turn over...

Comments and Feedback

Phase 1 Trail Segment – G Rd to I-70

☐ General Comments about the Trail Network Concept:

How would PAINA "Ditch" On Southern End
NORTH AFFECT 100 YR. PLANS (FEED)?

Would CMU Be A Potential Contribution To
PROJECT?

Comments:

Sound barrier's

Engine brake restrictions

Thanks, Keep up the good work

Bob Lienberger

Name

email address

Comments:

PLEASE BUILD A BIKE/HIKE
ROUTE FROM HORIZON DR (NORTH)
TO 5th STREET BRIDGE. THERE
IS NO PRESENT, SAFE, WAY TO
AVOID 7th + 12th STREETS.

R_bonser@~~hotmail~~

Name**email address**

@hotmail.com

Comments:

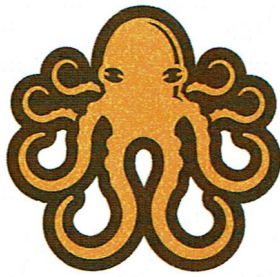
The section of trail from G Road to the Doubletree is great.
But the city should plan for a trail to 26 1/2 Road (7th Street) for
walkers + bikers. And G Road needs either fewer cars or
better roads and walkways and bike trails

David West, M.D.

dwest0@charter.net

Name

email address



Octopus Coffee

**759 Horizon Drive, Ste: F
Grand Junction, CO 81506**

**Horizon Drive Business Improvement District
Attn: Vara Kusal
2764 Compass Drive, Ste: 205
Grand Junction, CO 81506**

Dear Vara,

Since opening Octopus Coffee on Horizon Drive in 2015, one constant inquiry I receive from customers is, "Where can I get on a bike trail?" or "How do we get to a recreational trail?" Unfortunately, access to trails is difficult from the north end of town. Many visitors come to the Grand Valley to experience our amazing outdoor recreational opportunities. Most of the hotels in the valley are located in the Horizon Drive District. These visitors want to be able to jump on their bikes and go for a ride from the place they are staying. I have seen the Horizon Drive Master Trail Plan and would like to support this effort to make multi-use recreational trails easily accessible from the Horizon Drive area. Please continue the effort to make this a reality and feel free to use this letter from a local business owner in any way you see fit in that effort.

Best regards,

**Alexis Bauer
Octopus Coffee**

April 4, 2019

To whom it may concern at the Planning Commission and/or City Council:

As the Manager of a business on Horizon Drive, I have long felt that this area of Grand Junction would be better represented with some attention to the details that our guests and visitors notice when visiting our area. I would like to take a moment to show our full support to the Horizon Drive District for the Trails Master Plan for what I believe would be a very effective strategy for improvement.

Increased access for our guests, employees and residents to downtown via different trails would be a huge benefit for our organization. Connecting the West side of Horizon drive businesses by a trail system behind our organizations would also benefit all. Lastly, cleaning drainage-ways and makeshift campsites along Horizon Drive would enhance the appearance of the area which serves as the main artery into the Downtown area.

Thank you for your consideration.

Doug Russo *General Manager*

Direct (970) 257 8101 Hotel (970) 241 8888| Fax (970) 245 8198

DoubleTree by Hilton Grand Junction

743 Horizon Drive, Grand Junction, CO 81506

4/5/2019

To whom it may concern at the Planning Commission and/or City Council:

As the Manager of the Alpine Bank on Horizon Drive, I would like to show my support to the Horizon Drive District for the Trails Master Plan for what I believe would be an effective strategy for improvement to the area. Increased access for our travelers, employees and residents to downtown via different trails would be a huge benefit to our community. Connecting the West side of Horizon drive businesses by a trail system behind our organizations would also benefit all. Lastly, cleaning drainage-ways and makeshift campsites along Horizon Drive would enhance the appearance of the area which serves as the main artery into the Downtown area.

Should you have any questions or need additional information please feel free to contact me at 970-254-2754 or through email at trevorjohnson@alpinebank.com

Sincerely,

Trevor Johnson
Executive Vice President/Branch Manager

Fwd: Horizon Drive Master Trail Plan

Vara Kusal <vara@horizondrivedistrict.com>

Thu 4/18/2019 4:19 PM

To: Katherine Portner <kathyp@gjcity.org>;

Sent from my iPhone

Begin forwarded message:

From: Kathy Schoenfeld <kschoenfeld@featherpetro.com>
Date: April 18, 2019 at 2:50:23 PM MDT
To: "Vara Kusal (vara@horizondrivedistrict.com)" <vara@horizondrivedistrict.com>
Subject: Horizon Drive Master Trail Plan

Dear Vara & Horizon Drive District board,

I am writing this letter to let you know we are excited about the Horizon Drive Master Trail plan and most specifically the Horizon Drive Drainageway trail that will run behind our store. As you know, we have operated our store at this location since the late 70's. Over the years the drainage area that lies behind our store and connecting to the Bookcliff CC Golf Course has become increasingly worse. The area is commonly used for illegal camping and collects a huge amount of trash. It is not uncommon to find a tray of cat food back behind our dumpster, thus creating a feral cat population. As a business that operates in the evening, we are also concerned about the safety of our employees who take out the trash at the end of their shift.

The construction of this new trail system could really alleviate a lot of these problems. It would clean up the area and make it a desirable for residents, employees and hotel guests to take a bike ride or walk and enjoy the beauty and solitude that Horizon Drive has to offer. It would mean that the area will be well-lit to discourage the illegal camping. It will also provide a connection to other trail networks. During our recent construction of our new store we installed an Electric Vehicle charging station in the back of our store. Our hope is that it will not only be used by employees and hotel guests but also by people using the trail.

We love our new store and being a part of the District and the Gateway to Grand Junction. We are supportive of anything that can be done to create a safe and beautiful environment along this very important part of our City.

Sincerely,

Kathy Schoenfeld,
Vice President
Feather Petroleum Company

2492 Industrial Blvd.
Grand Junction, CO 81505
970-242-5205

Horizon Drive Business Improvement District



0 0.3 0.6
mi

Date: 4/12/2019

1 inch = 752 feet

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Adopted Active Transportation Corridor Map



0 0.3 0.6
mi

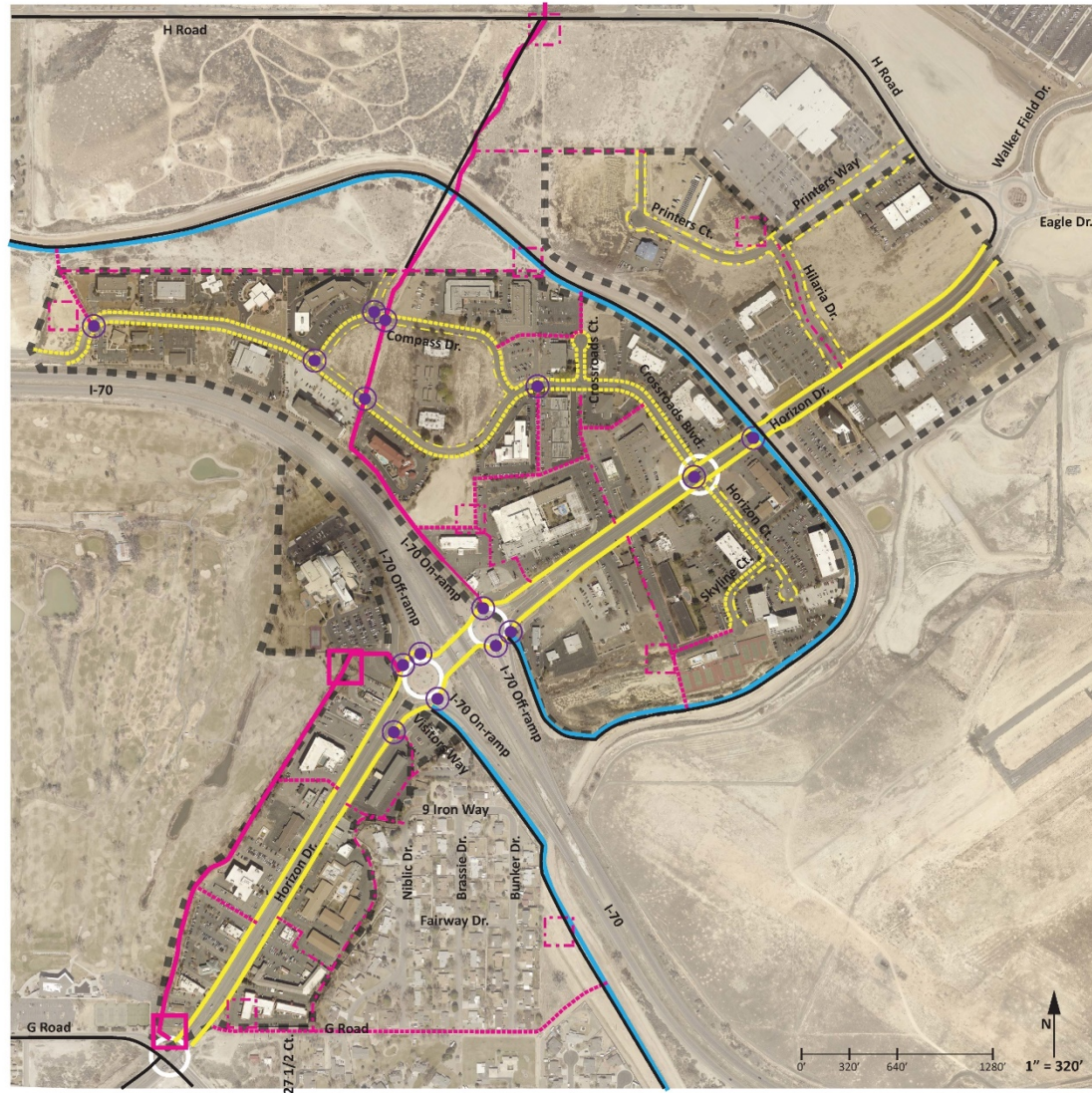
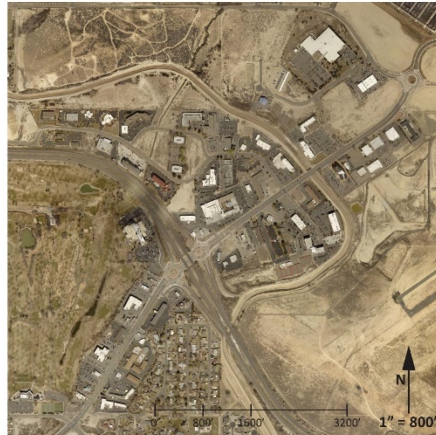
Date: 4/12/2019

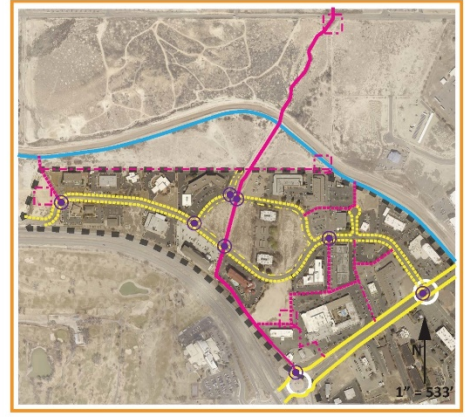
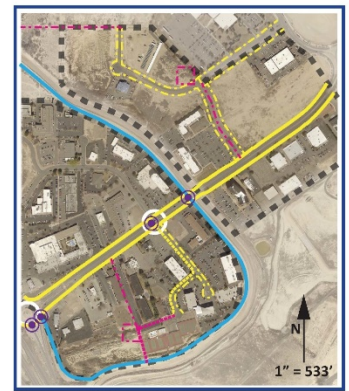
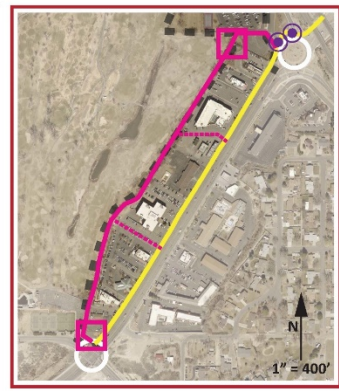
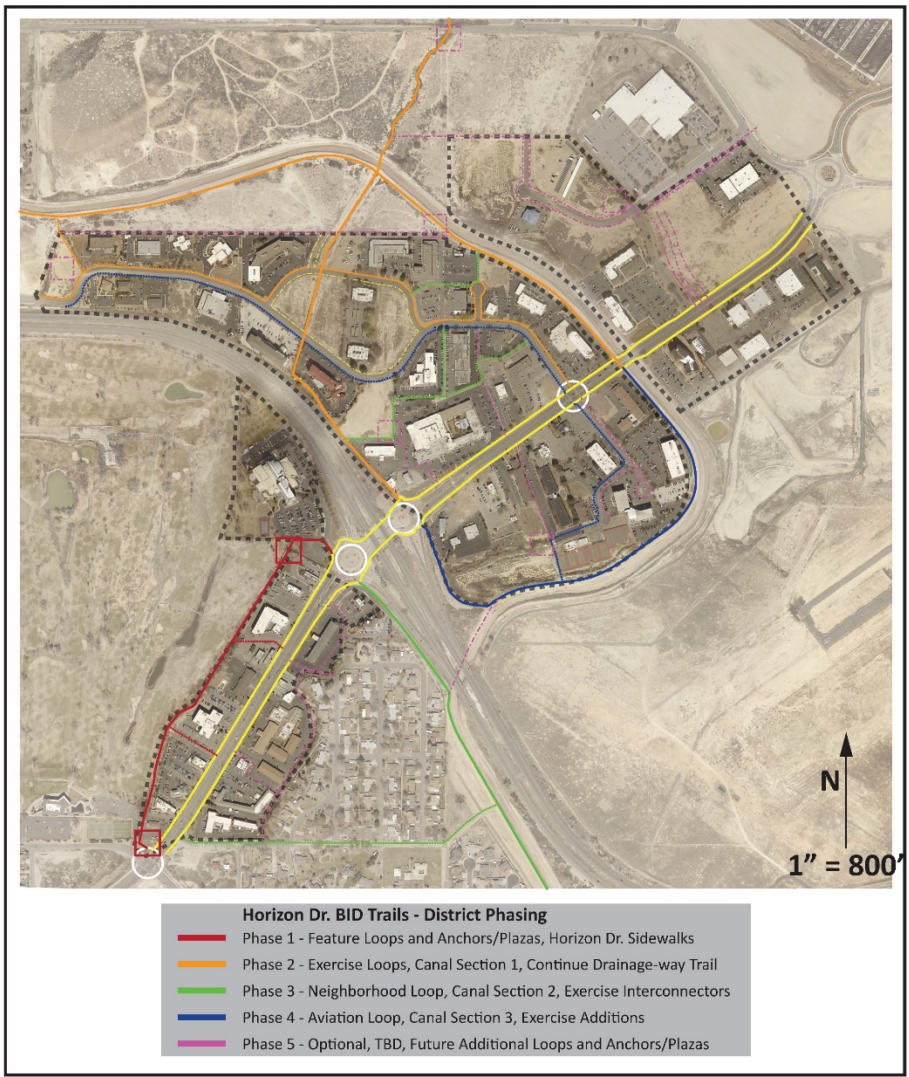
1 inch = 752 feet

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Horizon Dr. BID Trails Master Plan

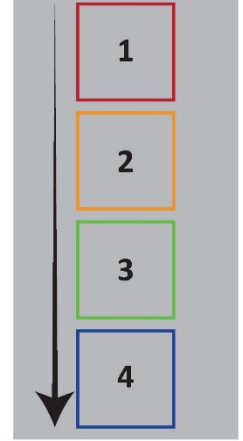
The overall trail network includes current plans on Horizon Dr., proposed city trail developments, and new use-specific designated trails focused to benefit the workers and users in the Horizon Dr. BID. The trails are designated as per each use, and continual development. The canal trail is assumed to be developed, and is an integral part of the trail network. Where the proposed trail network uses the canal trail, full use of each loop is contingent upon the canal trail completion. Included in this master plan are proposed future additions to the BID district trail network. Should the BID move forward with such development, further trail consideration is required to ensure proper feasibility with conditions. Scales approximate.



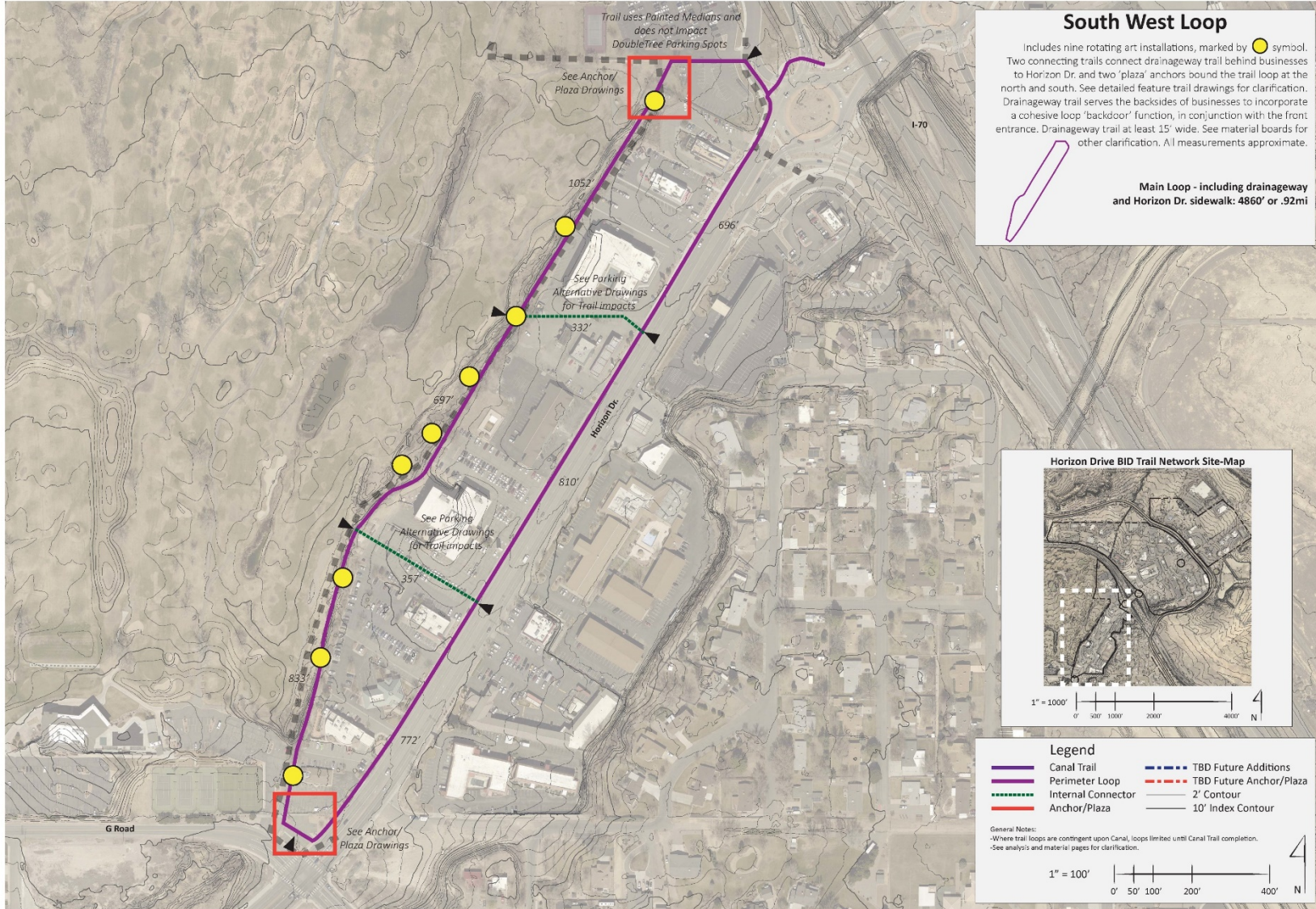


Generally, if considering I-70 and Horizon Dr. as a datum:

- Phasing begins with construction of the south west feature trail loop.
- The next phase considers the north west trail loops, serving the businesses, workers, and patrons to the north-west section of the BID.
- The third phase is the construction of the north east trail loops, similar in service to the north-west users.
- Last is the south east neighborhood loop, connecting the residents and canal users into the completed BID trail network.



**General Horizon Dr.
Trail Area Phasing**



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
TO INCLUDE THE HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT TRAIL
NETWORK PLAN AS A PART OF THE GRAND JUNCTION CIRCULATION PLAN**

Recitals:

The Horizon Drive BID Trail Network Plan identifies a series of proposed multi-modal trail connections within the Horizon Drive corridor area to provide safe, convenient and functional non-motorized linkages to amenities within the District and to the surrounding area. The need for this sub-area plan was identified as an implementation strategy in the adopted 2018 Grand Junction Circulation Plan.

The Planning Commission reviewed and considered the Horizon Drive Business Improvement District Trail Network Plan in a public hearing on April 23, 2019, found and determined that it satisfies the criteria of Section 21.02.130(c)(2) of the Zoning and Development Code and is consistent with the purpose and intent of the Comprehensive Plan, and recommended adoption of the Plan.

The City Council has reviewed and considered the Horizon Drive Business Improvement District Trail Network Plan and determined that it satisfied the criteria of Section 21.02.130(c)(2) of the Zoning and Development Code and is consistent with the purpose and intent of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE COMPREHENSIVE PLAN IS HEREBY AMENDED TO INCLUDE THE HORIZON DRIVE BUSINESS IMPROVEMENT DISTRICT TRAIL NETWORK PLAN AS A PART OF THE GRAND JUNCTION CIRCULATION PLAN, AS DEPICTED IN ATTACHMENT A.

Introduced for first reading on this 17th day of April, 2019

PASSED on this ____ day of ____, 2019.

ATTEST:

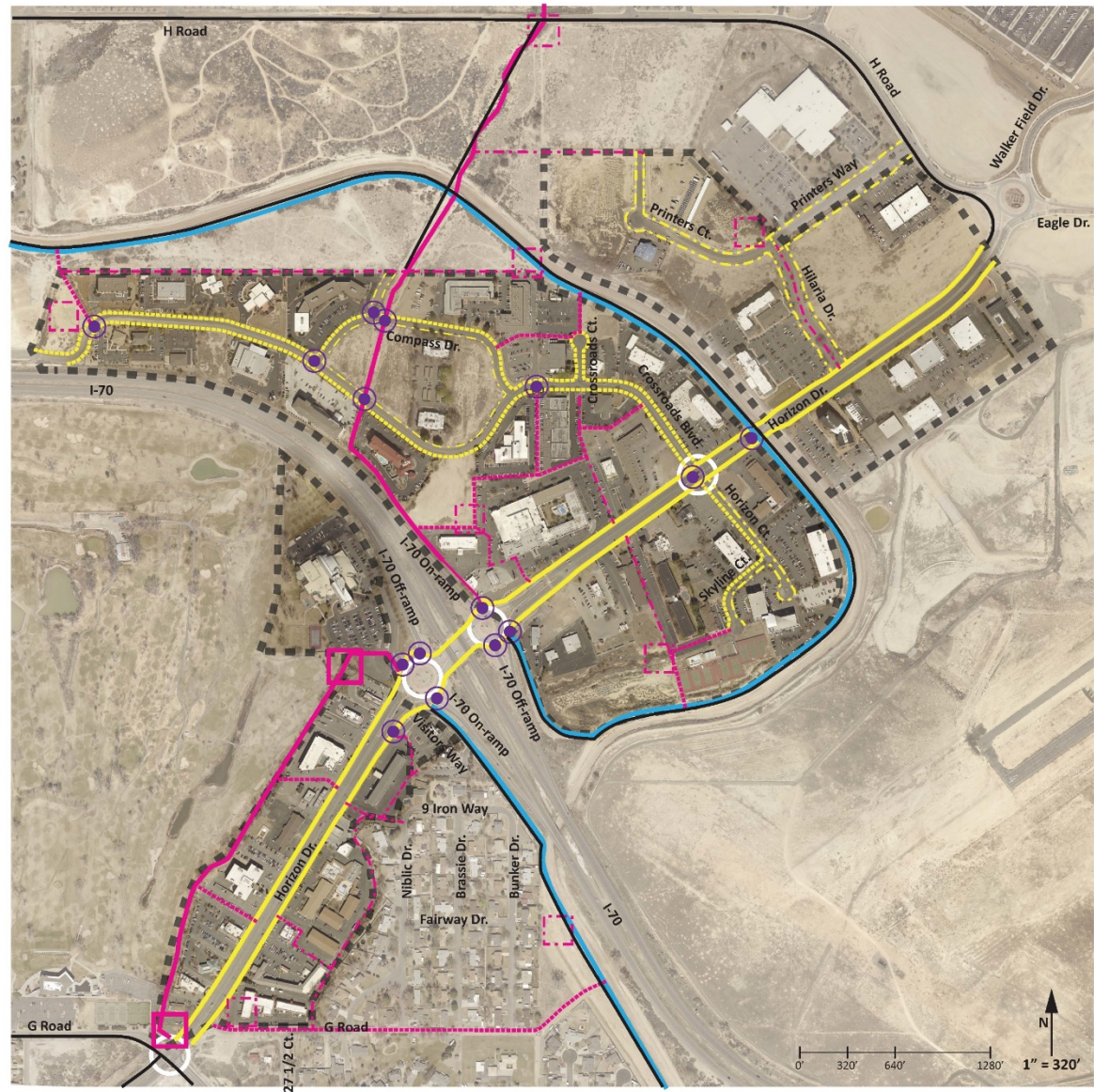
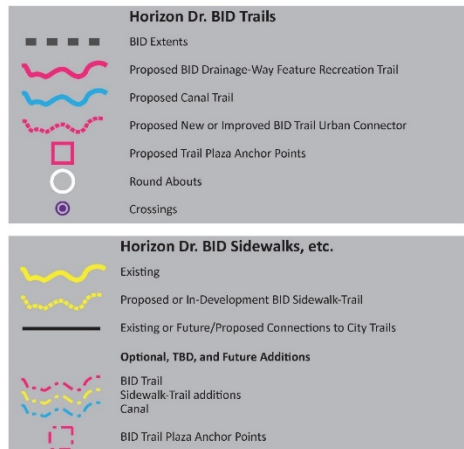
City Clerk

President of Council

Attachment A

Horizon Dr. BID Trails Master Plan

The overall trail network includes current plans on Horizon Dr., proposed city trail developments, and new use-specific designated trails focused to benefit the workers and users in the Horizon Dr. BID. The trails are designated as per each use, and continual development. The canal trail is assumed to be developed, and is an integral part of the trail network. Where the proposed trail network uses the canal trail, full use of each loop is contingent upon the canal trail completion. Included in this master plan are proposed future additions to the BID district trail network. Should the BID move forward with such development, further trail consideration is required to ensure proper feasibility with conditions. Scales approximate.





Grand Junction City Council

Regular Session

Item #6.c.

Meeting Date: May 1, 2019

Presented By: Greg Caton, City Manager, Jodi Romero, Finance Director, Jay Valentine, General Services Director

Department: Finance

Submitted By: Jay Valentine

Information

SUBJECT:

An Ordinance Authorizing the Refunding (Refinancing) of \$30,000,000 Certificates of Participation, Series 2010B

RECOMMENDATION:

Staff recommends approval of the ordinance refunding Certificates of Participation, Series 2010B.

EXECUTIVE SUMMARY:

The City has an opportunity to refund its \$30,000,000 Certificates of Participation, Series 2010B (the "Series 2010B COPs") in order to accomplish debt service savings of \$205,000 each year. In addition, because of the City's credit rating improving from A+ to AA- which is a move from medium to high grade, an additional \$200,000 in costs are saved on the refunding.

As of March 25, 2019, the City can advance refund the \$28,320,000 portion of the Series 2010B COPs callable on December 1, 2020 at an expected interest rate of 3.2% to 3.3%, for a total estimated savings of \$4.26 million over the next 22 years. Savings would be approximately \$50,000 in 2019, \$105,000 in 2020 and \$205,000 in each year from 2021 to 2040. The term of the new COPs is the same as the original which mature in 2040.

Debt Service payments for the Series 2010B COPs and for the preliminary Series 2019 COPs are subject to annual appropriation by City Council.

BACKGROUND OR DETAILED INFORMATION:

The City has an opportunity to refund its \$30,000,000 Certificates of Participation, Series 2010B (the "Series 2010B COPs") in order to accomplish debt service savings. The Series 2010B COPs were issued in December 2010 and financed the cost of construction of the City's Public Safety building, Fire Administration building, Fire Station #1 and the remodel of Fire Station #2. The Series 2010B COPs were issued as Taxable Build America Bonds, and the City receives a subsidy payment of from the Federal Government of approximately 32.83% of the debt service due on the COPs.

As of March 25, 2019, the City can advance refund the \$28,320,000 portion of the Series 2010B COPs callable on December 1, 2020 at an expected interest rate of 3.2% to 3.3%, for total estimated savings of \$4.26 million. Savings would be approximately \$50,000 in 2019, \$105,000 in 2020 and \$205,000 in each year from 2021 to 2040. The refunded COPs mature between December 1, 2021 and December 1, 2040, and the Series 2019 Refunding COPs would have the same maturities. In addition to the refunding savings, Fire Station #1 would be released from leased property (collateral) securing the COPs and only the Public Safety building would serve as leased property for the Series 2019 Refunding COPs.

Debt Service payments for the Series 2010B COPs and for the preliminary Series 2019 COPs are subject to annual appropriation by City Council.

FISCAL IMPACT:

Total savings of approximately \$4.26 million would be achieved from now until 2040. Estimated savings per year are \$50,000 in 2019, \$105,000 in 2020 and \$205,000 in each year from 2021 to 2040.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4854, and ordinance authorizing the refunding of the \$30,000,000 Certificates of Participation, Series 2010B on final passage and order final publication in pamphlet form.

Attachments

1. Certificate Purchase Agreement
2. Escrow Agreement
3. Ground Lease Amendment
4. Lease Amendment
5. Supplement Indenture
6. Ordinance

CERTIFICATE PURCHASE AGREEMENT

\$[_____]
Refunding Certificates of Participation, Series 2019
Evidencing Proportionate Interests in the Base Rentals and other Revenues
under a Lease Purchase Agreement
dated as of December 1, 2010, as amended,
between ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
solely in its capacity as trustee under the Indenture, as lessor, and
CITY OF GRAND JUNCTION, COLORADO, as lessee

[May 8], 2019

Zions Bancorporation, National Association
Acting solely in its capacity as Trustee

Ladies and Gentlemen:

On the basis of the representations, warranties, covenants and descriptions contained in this Certificate Purchase Agreement and the appendices hereto (this "Agreement"), and upon the terms and conditions contained in this Agreement, George K. Baum & Company (the "Underwriter"), acting on its own behalf and not acting as fiduciary or agent for you or for the hereinafter defined City, hereby agrees to purchase \$[_____] aggregate principal amount of Refunding Certificates of Participation, Series 2019 (the "Certificates"), evidencing proportionate interests in the base rentals and other revenues under a Lease Purchase Agreement dated as of December 1, 2010, as amended by the First Amendment to Lease Purchase Agreement dated as of [June 4], 2019 (collectively, the "Lease"), between Zions Bancorporation, National Association, solely in its capacity as trustee (the "Trustee"), as lessor, and the City of Grand Junction, Colorado (the "City"), as lessee. The Certificates are to be executed and delivered under and pursuant to an Indenture of Trust dated as of December 1, 2010, as supplemented by the First Supplement to Indenture of Trust dated as of [June 4], 2019 (as supplemented, the "Indenture"), executed and delivered by the Trustee.

The City will use the proceeds from the sale of the Certificates to: (i) to finance the costs of refunding certain of the City's Taxable Certificates of Participation, Series 2010B (Direct Pay Build America Bonds); and (ii) pay the costs of issuing the Certificates. Under the Lease, the property securing the lease payments consists of the premises, buildings, and improvements located on the sites described in Exhibit A thereto.

The Certificates will be executed and delivered under and secured as provided in the Indenture, and will be subject to redemption and will contain other terms as set forth in the Indenture and the hereinafter defined Official Statement. The Certificates will have the maturities, interest rates, optional redemption, and mandatory sinking fund redemption provisions as set forth in Appendix A to this Agreement.

All capitalized terms used but not defined herein shall have the meanings defined in the Lease and the Indenture, unless the context clearly indicates otherwise.

Section 1. Purchase and Sale of the Certificates. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Trustee, and the Trustee hereby agrees to sell and deliver to the Underwriter,

all, but not less than all, of the Certificates. Inasmuch as this purchase and sale represents a negotiated transaction, the City acknowledges that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the City and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the Underwriter is acting solely in its capacity as Underwriter for its own accounts, (iv) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this Agreement and to act hereunder. The Certificates shall be as described in, and shall be executed and delivered and secured under and pursuant to the Indenture, under the conditions set forth herein and the proceeds from the sale of the Certificates to the Underwriter shall be deposited as provided in the Indenture.

The purchase price for the Certificates shall be \$_____ which amount includes the par amount of the Certificates of \$[_____], plus original issue premium of \$_____, and less an underwriting discount of \$_____.

Section 2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of all of the Certificates at a price not to exceed the public offering price set forth on the cover of the Official Statement and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Certificates and each underwriter allotted Certificates and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Special Counsel (as hereinafter defined), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the respective allotted Certificates.

(c) [Except as otherwise set forth in Appendix A,] the City will treat the first price at which 10% of each maturity of the Certificates (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold to the public each maturity of Certificates. If at that time the 10% test has not been satisfied as to any maturity of the Certificates, the Underwriter agrees to promptly report to the City the prices at which Certificates of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Certificates of that maturity or until all Certificates of that maturity have been sold to the public.

(d) [The Underwriter confirms that the Underwriter has offered the Certificates to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A, except as otherwise set forth therein. Appendix A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Agreement, the maturities, if any, of the Certificates for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.]

The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of the Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that the Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that the Underwriter shall not be liable for the failure of any other underwriter, or any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Certificates.

(e) The Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating the Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to: (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public; and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires; and

(ii) any agreement among underwriters relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Underwriter or the Underwriter that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the Underwriter and as set forth in the related pricing wires.

(f) The Underwriter acknowledges that sales of any Certificates to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means: (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public; and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public);

(iii) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to: (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Agreement by all parties.

Section 3. The Official Statement.

(a) Attached hereto as Appendix B is a copy of the Preliminary Official Statement dated [May 2], 2019, together with all appendices or exhibits, any material incorporated by reference therein and any supplements or amendments thereto (the “Preliminary Official Statement”), relating to the Certificates. Such copy of the Preliminary Official Statement, as amended to reflect the changes marked or otherwise indicated on Appendix B hereto, is hereinafter called the “Official Statement.”

(b) The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Certificates. The Preliminary Official Statement shall be deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “Rule”).

(c) The City shall authorize the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Certificates. The City has consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Certificates. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acknowledgment of this Agreement (but, in any event, not later than within seven business days after the City’s acknowledgment of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

(d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) or (ii) the time when the Official Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than 25 days after the “end of the underwriting period” for the Certificates), the City becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the City will forthwith prepare and furnish, at the City’s own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the City shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Underwriter hereby agrees to file the Official Statement with the Municipal Securities Rulemaking Board. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

Section 4. Representations, Warranties and Agreements of the Trustee. By its acceptance hereof, the Trustee hereby represents, and warrants to, and agrees with, the Underwriter that:

(a) The Trustee is a national banking association that is duly organized, existing and in good standing under the laws of the United States of America, is qualified to do business in the State of Colorado and is authorized to exercise all of its corporate powers, rights and privileges, and has all necessary power to acquire a leasehold interest in the Leased Property and enter into the Lease, this Agreement, the Indenture and the Site Lease Agreement dated as of December 1, 2010, as amended by the First Amendment to Site Lease Agreement dated as of [June 4], 2019, (as amended, the “Site Lease”), each between the City, as lessor, and the Trustee, as lessee. The Trustee is possessed of full power to lease, own and hold real property and to lease and sublease the same as lessee from and sublessor to the City, and has duly authorized and approved the execution and delivery of the Site Lease, the Lease, this Agreement and the Indenture. The Trustee has duly authorized or will duly authorize, prior to the Closing Time, as hereinafter defined, the execution and delivery by the Trustee of the Indenture, the Site Lease, the Lease and this Agreement.

(b) The Trustee has taken or will have taken, prior to the Closing Time, as hereinafter defined, all necessary action for the execution and delivery and due performance by the Trustee of this Agreement, the Site Lease, the Lease and the Indenture, and the Trustee agrees to deliver executed counterparts of this Agreement, the Indenture, the Site Lease and the Lease to the Underwriter at the Closing Time, as hereinafter defined.

(c) There is no action, suit, proceeding or, to the best knowledge of the Trustee any inquiry or investigation, at law or in equity or before or by any court, public board or body, pending or, to the best knowledge of the Trustee, threatened against or affecting the Trustee (or to the best knowledge of the Trustee, any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Lease, the Site Lease, this Agreement or the Indenture, or the validity of the Lease, this Agreement, the Indenture, the Site Lease or any other agreement or instrument to which the Trustee is a party and which is used in the consummation of the transactions contemplated hereby or by the Site Lease, the Lease or the Indenture.

(d) The execution and delivery of this Agreement, the Indenture, the Lease, the Site Lease and the other agreements contemplated hereby, and compliance with the provisions thereof and hereof, do not conflict with or constitute on the part of the Trustee a default of or breach under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Trustee is subject or by which the Trustee is bound.

(e) The Trustee will cooperate with the City and Special Counsel, as hereinafter defined, in the preparation of the Site Lease, the Lease and the Indenture, and the execution and delivery of the Certificates.

(f) Any certificate signed by any of the authorized officers of the Trustee and delivered to the Underwriter shall be deemed a representation and warranty by the Trustee to the Underwriter as to the statements made therein.

(g) The representations and warranties of the Trustee contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing as if made on the date of Closing.

Section 5. Representations and Warranties of the City. On or prior to the date hereof, the Underwriter and the Trustee received representations and warranties from the City in substantially the form provided in Appendix C to this Agreement.

Section 6. Closing. Payment of the purchase price of the Certificates shall be made by wire funds transfer, in immediately available funds, at the offices of Butler Snow LLP (“Special Counsel”), at 9:00 a.m., Denver Time, on [June 4], 2019, or such other place, time or date as shall be mutually agreed upon by the City, the Trustee and the Underwriter. The date of such delivery and payment is herein called the “Closing Date,” and the hour and date of such delivery and payment is herein called the “Closing Time.” The delivery of the Certificates shall be made in definitive or temporary form, bearing CUSIP numbers (provided that neither the printing of a wrong CUSIP number on any Certificate nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Certificate), all as provided in the Indenture at Closing Time.

Section 7. Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Trustee and the City contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City and the Trustee of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter’s obligation under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the City and the Trustee of their respective obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the City and the Trustee of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the City contained in Appendix C shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The City shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Site Lease, the Lease, this Agreement, the Official Statement, the Escrow Agreement between the City and the Trustee (the “Escrow Agreement”), and the Continuing Disclosure Certificate relating to the Certificates (the “Disclosure Certificate”), (collectively, the “City Documents”) and the Certificates shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the City and the Trustee required to be taken by the City and the Trustee shall be performed in order for Special Counsel and other counsel to deliver their respective opinions referred to hereafter;

(d) At or prior to the Closing, the Lease and the Site Lease shall have been duly executed and delivered by the City and the Trustee, and the Trustee shall have duly executed and delivered the Certificates;

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the City, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Certificates on the terms and in the manner contemplated in the Official Statement;

(f) The City shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;

(h) At or prior to the Closing, the Underwriter shall have received copies of each of the following:

(i) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the City by the Mayor of the City, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;

(ii) The Indenture with such supplements as may have been agreed to by the Underwriter;

(iii) The Disclosure Certificate of the City satisfying requirements of section (b)(5)(i) of the Rule and the Escrow Agreement;

(iv) The approving opinion of Special Counsel (the "Approving Opinion"), addressed to the City, substantially to the effect that:

(A) the Lease and the Site Lease have been duly authorized, executed, and delivered, are in full force and effect, and are valid and binding obligations of the City;

(B) the portion of Base Rentals paid by the City which is designated and paid as interest, as provided in the Lease, and received by the Owners of the Certificates, is not includible in gross income for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax; and

(C) the portion of Base Rentals paid by the City which is designated and paid as interest, as provided in the Lease, and received by the Owners of the Certificates, is not includible in gross income for State of Colorado income tax purposes;

(v) a letter from Special Counsel, in form and substance satisfactory to the Underwriter, dated as of the Closing Date and addressed to the City, stating, in substance, that nothing came to the attention of the attorneys at Butler Snow LLP rendering legal services in connection with such firm's representation of the City that the Official Statement (except for any financial statements, demographic, economic, engineering, financial, or statistical data and any statements of trends, forecasts, estimates, projections, assumptions, or any expressions of opinion and information concerning The Depository Trust Company and its procedures contained in the Official Statement and its appendices, as to which no view is expressed) contained any untrue statement of a material fact or omitted any material fact required to be stated therein or necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading;

(vi) a certificate of the City signed by duly authorized officials of the City relating to (A) the representations of the City contained herein are true and correct in all material respects and as of the date of Closing as if made on the date of Closing; (B) the due organization of the City, (C) the absence of any material litigation against the City, (D) the due authorization, execution, and delivery of the Site Lease, the Lease, this Agreement and the Disclosure Certificate by the City, (E) the validity and enforceability of the Site Lease, the Lease, this Agreement, the Escrow Agreement and the Disclosure Certificate against the City, and (F) all approvals, consents and orders of any governmental entity, authority, board, agency or commission having jurisdiction which would constitute conditions precedent to the performance of the City of its obligations under this Agreement, the Site Lease, the Lease, the Escrow Agreement and the Disclosure Certificate and which can be reasonably obtained at the Closing have been obtained; together with a certificate executed by one or more officers of the City, to the effect that the Official Statement neither contains an untrue statement of any material fact nor omits to state any material fact necessary to make the statements made in the Official Statement, in light of the circumstances in which they are made, not misleading;

(vii) a certificate of the Trustee, dated the date of the Closing and executed by an authorized officer of the Trustee, certifying that all of the representations and warranties of the Trustee herein and in the Indenture, Lease, and Site Lease are true, complete and correct on and as of the Closing Time with the same effect as if made at such time;

(viii) evidence of the title insurance commitment required by Section 2.04(a) of the Indenture and Section 7.4 of Lease;

(ix) evidence of the insurance required by Section 8.4 of the Lease;

(x) Evidence satisfactory to the Underwriter that the Certificates have been rated "AA-" by Standard & Poor's and that such rating is in effect as of the date of Closing; and

(xi) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the City's representations and warranties contained in Appendix C and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City on or prior to

the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the City and the Trustee shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and none of the Underwriter, the City, or the Trustee shall be under any further obligation hereunder, except that the obligations of the City set forth in Sections 5 and 11 and Appendix C hereof shall continue in full force and effect.

Section 8. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Certificates if, between the date hereof and the Closing, the market price or marketability of the Certificates shall be materially adversely affected, in the sole judgment of the Underwriter, by any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or State income taxation upon interest received on obligations of the general character of the Certificates or, with respect to State taxation, of the interest on the Certificates as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income securities (or interest thereon), or the validity or enforceability of the levy of taxes to pay the principal of and interest on the Certificates;

(g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except for changes which the Official Statement discloses are expected to occur;

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(j) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the City's obligations; and

(l) the purchase of and payment for the Certificates by the Underwriter, or the resale of the Certificates by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

(m) any legislation, ordinance, rule or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State or a decision by any court of competent jurisdiction within the State shall be rendered which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Certificates.

Section 9. Expenses.

All expenses incident to the execution and delivery of the Certificates shall be paid from proceeds of the Certificates. Such expenses shall include, but shall not be limited to (a) the cost of preparing, printing or otherwise reproducing and distributing the Certificates, the City Documents, the Preliminary Official Statement and the Official Statement with any amendment or supplement thereto; (b) the cost of preparing and executing the definitive Certificates; (c) the fees and expenses of Special Counsel, independent auditors and any other experts and consultants retained in connection with the execution and delivery of the Certificates; (d) the initial fees and expenses of the Trustee; (e) fees charged by investment rating agencies for the rating of the Certificates, and all other expenses incurred by the Underwriter in connection with its purchase, offering and distribution of the Certificates; and (f) fees of obtaining insurance for the payment of the principal and interest due with respect to the Certificates, if any. All out-of-pocket expenses of the Underwriter, including travel and other expenses, shall be paid by the Underwriter.

Section 10. Notices. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to City of Grand Junction, Colorado, 250 N. 5th Street, Grand Junction, Colorado 81501, Attention: Finance Director, any notice or other communication to be given to the Trustee under this Agreement may be given delivering the same in writing to Zions Bancorporation, National Association, 1001 17th Street, Suite 850, Denver, Colorado 80202, Attention: Corporate Trust and Escrow Services and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to George K. Baum & Company, 1400 Wewatta, Suite 800, Denver, Colorado 80202, Attention: Kyle Thomas.

Section 11. Parties in Interest. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the City, the Trustee and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Trustee or the City. All of the City's representations, warranties and agreements contained in Appendix C to this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Certificates pursuant to this Agreement; and (iii) any termination of this Agreement.

Section 12. Effectiveness. This Agreement shall become effective upon the acceptance hereof by the Trustee and acknowledgment hereof by the City and shall be valid and enforceable at the time of such acceptance and acknowledgment.

Section 13. Choice of Law. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado.

Section 14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Section 15. Business Day. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

Section 16. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

Section 17. Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this Agreement shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

GEORGE K. BAUM & COMPANY, as the
Underwriter

By _____
Authorized Representative

Accepted [May 8], 2019 at _____ a.m./p.m. MST

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
acting solely in its capacity as Trustee under the Indenture

By _____
Vice President

Acknowledged [May 8], 2019 at _____ a.m./p.m. MST:

CITY OF GRAND JUNCTION, COLORADO

By _____
Finance Director

APPENDIX A

MATURITY SCHEDULE, INTEREST RATES AND REDEMPTION PROVISIONS

2019 REFUNDING CERTIFICATES

Maturing (December 1)	Principal <u>Amount</u>	Interest <u>Rate</u>	Initial Offering <u>Price</u>	10% Test <u>Used</u>	Hold the Offering <u>Price Used</u>
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					

^c Priced to first optional redemption date of December 1, 20__ at par.

The Certificates maturing on or prior to December 1, 20__, shall not be subject to optional redemption prior to their respective maturity dates. The Certificates maturing on and after December 1, 20__ shall be subject to redemption prior to their respective maturity dates at the option of the City, in whole or in part, in integral multiples of \$5,000, and if in part in such order of maturities as the City shall determine and by lot within a maturity, on December 1, 20__, and on any date thereafter, at a redemption price equal to the principal amount of the Certificates so redeemed plus accrued interest to the redemption date without a premium.

APPENDIX B

[Attach Preliminary Official Statement or Official Statement]

APPENDIX C

The City of Grand Junction, Colorado (the “City”) hereby represents and warrants to and agrees with George K. Baum & Company (the “Underwriter”), and Zions Bancorporation, National Association (the “Trustee”) as follows:

(a) Capitalized terms used in this Appendix shall have the meanings ascribed to such terms elsewhere in this Agreement.

(b) The City is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the City and has, and at the date of the Closing will have, full legal right, power and authority (i) to enter into this Agreement, the Indenture, the Site Lease, the Lease, and the Disclosure Certificate, (ii) to adopt the City Ordinance (as defined below), and (iii) to carry out and consummate the transactions contemplated by this Agreement, the City Ordinance, the Site Lease, the Lease, and the Official Statement;

(c) The City has complied, and will at the Closing be in compliance, in all material respects insofar as related to the transactions contemplated hereby and by the Official Statement, with the City Ordinance, the Site Lease, the Lease, and the Constitution and laws of the State;

(d) By official action prior to or concurrently with the acceptance hereof, the City Council of the City has duly adopted the ordinance (the “City Ordinance”) authorizing the execution and delivery of the Site Lease, the Lease, the Disclosure Certificate, and the this Agreement, has duly authorized and approved the distribution of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the City Ordinance, the Indenture, the Site Lease, the Lease, the Disclosure Certificate and this Agreement, and assuming due authorization, execution and delivery by the other parties thereto, all such instruments constitute valid and binding obligations of the City enforceable in accordance with their respective terms, and the City Council of the City has duly authorized and approved the consummation by it of all other transactions contemplated by this Agreement, the Disclosure Certificate, the Indenture, the Site Lease, the Lease and the Official Statement;

(e) The City is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or to which the City is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the City under any of the foregoing, which, to the best of the City’s knowledge, may have a material adverse impact on the City, the Certificates, the City Ordinance, the Official Statement, the Site Lease, the Lease or this Agreement or the obligations of the City with respect thereto;

(f) To the best of the City’s knowledge, the execution and delivery of, and compliance with the provisions of, the Site Lease, the Lease, the Escrow Agreement, the Disclosure Certificate and this Agreement and the adoption of the City Ordinance will not conflict or constitute a breach of or default under any constitutional provision, law, regulation, judgment, decree, order, agreement, bond, note, resolution, ordinance, or other instrument to which the City is a party or is otherwise subject;

(g) Except as may be required under the securities laws of any state, all approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the City of its obligations under this Agreement, the Site Lease, and the Lease have been obtained or will be obtained prior to the Closing;

(h) The Preliminary Official Statement, as of its date did not and the final Official Statement, as of its date did not, and as of the date of closing will not, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements and information contained therein, in light of the circumstances under which made, not misleading;

(i) No legal proceedings are pending or, to the best of the City's knowledge, threatened: (i) contesting or affecting the validity or authority for the execution and delivery of the Certificates, the Site Lease, the Lease, or this Agreement, or seeking to restrain or enjoin the execution and delivery of the Certificates; (ii) seeking to prohibit, restrain or enjoin the issuance, delivery or sale of the Certificates; (iii) contesting the completeness or accuracy of the Official Statement; or (iv) contesting the power of the officials of the City or their authority with respect to the City Ordinance, the Disclosure Certificate, the Site Lease, the Lease, the Official Statement or this Agreement;

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, that the City shall not be required to register as a dealer or broker in any state or jurisdiction or to subject itself to service of process in any jurisdiction in which the City is not now subject to such service;

(k) The City will not take or omit to take any action; which action or omission will in any way cause the proceeds from the sale of the Certificates to be applied in a manner contrary to that provided for in the City Ordinance and the Indenture;

(l) Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty to the Underwriter as to the statement made therein; and

(m) Except as disclosed in the Official Statement, the City has not failed in the last five years to materially comply with any prior undertaking entered into pursuant to Rule 15c2-12.

Dated: [May 8], 2019

CITY OF GRAND JUNCTION, COLORADO

BY _____
FINANCE DIRECTOR

APPENDIX D

\$[_____]

Refunding Certificates of Participation, Series 2019
Evidencing Proportionate Interests in the Base Rentals and other Revenues
under a Lease Purchase Agreement
dated as of December 1, 2010, as amended,
between ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
solely in its capacity as trustee under the Indenture, as lessor, and
CITY OF GRAND JUNCTION, COLORADO, as lessee

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of George K. Baum & Company (“GKB”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned certificates of participation (the “Certificates”).

1. ***Receipt of Certificates.*** GKB hereby acknowledges receipt of the Certificates in the aggregate principal amount of \$[_____] through The Depository Trust Company in such denominations and registered in the name of “Cede & Co.,” as GKB has directed.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Any Maturity of the 10% Test Maturities offered to the Public by GKB on or before the Sale Date was offered at the interest rates listed on Schedule A. Schedule A lists the amount of each 10% Test Maturity allotted to GKB and sold to the Public on the Sale Date.

(b) Neither GKB nor any broker-dealer who is participating in the initial sale of the Certificates as a party to a retail distribution agreement with GKB has offered or sold any unsold certificates within a Maturity of the Hold-the-Offering-Price Maturities listed on Schedule A allotted to it at a price that is higher than the respective initial offering prices listed on Schedule A for that Maturity of the Hold-the-Offering Price Maturities during the Holding Period.

3. ***Defined Terms.***

(a) *10% Test Maturities* means those unsold certificates within Maturities of the Certificates listed in Schedule A hereto as the “10% Test Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Certificates listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 8, 2019), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Grand Junction, Colorado.

(e) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party to an underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is May 8, 2019.

(h) *underwriter* (when used with a lower case “u”) means: (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

4. ***Yield.***

The yield on the Certificates has been calculated to be not less than [_____]%. The 20[___]-20[___] maturities were treated as having been redeemed on the optional redemption date that produces the lowest yield on such maturities.

5. ***Weighted Average Maturity.***

The weighted average maturity of the Certificates has been calculated to be [_____] years.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents GKB’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Special Counsel in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

GEORGE K. BAUM & COMPANY, as Underwriter

By: _____
Name: _____

Dated: [June 4], 2019

SCHEDULE A

SALE PRICES OF THE 10% TEST MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

10% Test Maturities Allotted:

<i>Maturity Date (December 1)</i>	<i>Principal Amount Allotted</i>	<i>Interest Rate</i>	<i>Initial Offering Price</i>	<i>Amount Sold by GKB to Public as of Sale Date at Initial Offering Price</i>
	\$	%		

Hold-the-Offering Price Maturities Allotted:

<i>Maturity Date (December 1)</i>	<i>Principal Amount Allotted</i>	<i>Interest Rate</i>	<i>Initial Offering Price</i>	<i>Amount Sold by GKB to Public as of Sale Date at Initial Offering Price</i>
	\$	%		

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

46903540.v1

**REFUNDING CERTIFICATES OF PARTICIPATION
SERIES 2019**

ESCROW AGREEMENT

DATED as of May [], 2019, made by and between THE CITY OF GRAND JUNCTION, COLORADO (the “City”), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association, as escrow agent (the “Escrow Agent”), a bank having and exercising full and complete trust powers, duly organized and existing under the laws of the United States, being a member of the Federal Deposit Insurance Corporation and the Federal Reserve System.

(1) WHEREAS, there have heretofore been executed and delivered pursuant to the terms and provisions of an Indenture of Trust, dated as of December 1, 2010, executed by Zions Bancorporation, National Association (formerly known as Zions First National Bank), acting solely as trustee (the “Indenture”), certain Taxable Certificates of Participation (Direct Pay Build America Bonds), Series 2010B (the “2010B Certificates”) in the original aggregate principal amount of \$30,000,000; and

(2) WHEREAS, the 2010B Certificates remain outstanding in the amount of \$30,000,000, bear interest payable semiannually on June 1 and December 1 of each year, and mature on December 1 in each year and in the amounts as follows:

<u>Year</u>	<u>Principal Amounts</u>	<u>Interest Rate (Per Annum)</u>
2019	\$ 825,000	5.75%
2020	855,000	6.00
2024	3,785,000	6.75
2027	3,305,000	7.00
2030	3,790,000	7.50
2040	17,440,000	7.65

; and

(3) WHEREAS, the 2010B Certificates maturing after December 1, 2020, may be called for redemption prior to maturity, at the option of the City, in whole or in part and from any maturity, and by lot (giving proportionate weight to the 2010B Certificates in denominations larger than \$5,000) within a maturity in such manner as the Trustee may determine, on December 1, 2020, and on any date thereafter, at a redemption price equal to the principal amount so redeemed plus accrued interest to the redemption date without a redemption premium; and

(4) WHEREAS, the City has determined to call for prior redemption on December 1, 2020 (the “Redemption Date”) all of the 2010B Certificates maturing after December 1, 2020, in the aggregate principal amount of \$28,320,000 (the “Refunded Certificates”); and

(5) WHEREAS, George K. Baum & Co. (the “2019 Purchaser”), has agreed to purchase the Refunding Certificates of Participation, Series 2019, Evidencing Proportionate

Interests in the Base Rentals and other Revenues under a Lease Purchase Agreement dated as of December 1, 2010, as amended by the First Amendment to Lease Purchase Agreement dated as of May [], 2019 (as amended, the "Lease") between the City of Grand Junction, Colorado and Zions Bancorporation, National Association (the "2019 Certificates") in the aggregate principal amount of \$[], for the purpose, among other things, of paying (i) the interest due on the Refunded Certificates, both accrued and not accrued, as the same become due on and after the date of delivery of the 2019 Certificates and on and before the Redemption Date; and (ii) the principal of the Refunded Certificates upon prior redemption on the Redemption Date (the "Refunded Certificate Requirements"); and

(6) WHEREAS, the 2019 Certificates were authorized to be executed and delivered by an ordinance (the "Ordinance") duly adopted by the City Council of the City on February 20, 2019, and pursuant to a First Supplement to Indenture of Trust dated as of May [], 2019 (the "First Supplement") which supplements the previously executed Indenture of Trust dated as of December 1, 2010 (as so supplemented, the "Indenture"), executed and delivered by Zions Bancorporation National Association, as trustee; and

(7) WHEREAS, the 2019 Certificates were sold subject to the approving opinion of the City's special counsel, Butler Snow LLP, Denver, Colorado; and

(8) WHEREAS, the City, by the Ordinance and the Sale Certificate executed in accordance therewith (the "Sale Certificate"), among other provisions:

A. Authorized the execution and delivery of the 2019 Certificates;

B. Provided for the deposit in the Escrow Account (defined below) of a portion of the net proceeds of the 2019 Certificates in an aggregate amount fully sufficient, together with the known minimum yield from the investment of such moneys as herein provided, to pay the Refunded Certificate Requirements, as set forth therein and herein;

C. Provided for the purchase of federal securities with such moneys credited to the Escrow Account; and

D. Authorized the completion and execution of this Escrow Agreement.

(9) WHEREAS, copies of the Ordinance and the Indenture have been delivered to the Escrow Agent and the provisions therein set forth are herein incorporated by reference as if set forth herein verbatim in full; and

(10) WHEREAS, the federal securities described in Exhibit 1 to this Escrow Agreement have appropriate maturities and yields to provide funds sufficient for, together with the initial cash, if any, the payment of the Refunded Certificate Requirements; and

(11) WHEREAS, a schedule of the payments and disbursements in the certified public accountant's report attached as Exhibit 1 to this Escrow Agreement demonstrate the sufficiency of the deposit to the Escrow Account for such purpose; and

(12) WHEREAS, the Escrow Agent is empowered to undertake the obligations and commitments on its part herein set forth; and

(13) WHEREAS, the undersigned officer of the Escrow Agent is duly authorized to execute and deliver this Escrow Agreement in the Escrow Agent's name and on its behalf; and

(14) WHEREAS, the City is empowered to undertake the obligations and commitments on its part herein set forth; and

(15) WHEREAS, the undersigned officers of the City are duly authorized to execute and deliver this Escrow Agreement in the City's name and on its behalf.

NOW, THEREFORE, THIS ESCROW AGREEMENT WITNESSETH:

That in consideration of the premises and the mutual agreements herein contained, and in order to secure the payment of the Refunded Certificate Requirements as the same become due, the parties hereto mutually undertake, promise and agree for themselves and their respective representatives, successors and assigns, as follows:

Section 1. Creation of Escrow.

A. Simultaneously with the delivery of the 2019 Certificates, and subject to their execution and delivery, there shall be purchased, with \$[] derived from the proceeds of the 2019 Certificates, other available moneys, the Federal Securities (as defined in the Indenture) as shown in Exhibit 1 to this Escrow Agreement (the "Initial Federal Securities") and the Initial Federal Securities and an initial cash deposit of \$0.[] (the "initial deposit") shall be credited to and accounted for in a separate trust account designated as the "2019 Certificates of Participation, Escrow Account" (the "Escrow Account"). Receipt of \$[] by the Escrow Agent to be applied as provided herein is hereby acknowledged.

B. To the extent such action is not inconsistent herewith or with the Indenture, other Federal Securities may be substituted for the Initial Federal Securities if such Initial Federal Securities are unavailable for purchase at the time of execution and delivery of the 2019 Certificates or other Federal Securities may be substituted for any Federal Securities held in the Escrow Account if such substitution is required or permitted by Section 148 of the Internal Revenue Code of 1986, as amended (the "Tax Code"), and the applicable regulations thereunder, subject in any case to sufficiency demonstrations and yield proofs in a certified public accountant's report, and subject to a favorable opinion of the City's special counsel as to the legality of any such substitution, and the continued exemption of interest on the 2019 Certificates from federal income taxation (except certain alternative minimum taxes described in special counsel's opinion), and in any event in such a manner so as not to increase the price paid for the initial acquisition of Federal Securities for the Escrow Account. The certified public accountant's report must indicate that the receipts from the substitute securities are sufficient without any need for reinvestment to fully pay the Refunded Certificate Requirements. In lieu of, or in addition to, substituting other Federal Securities pursuant to the preceding sentence, moneys in an amount equal to the principal of and interest on all or any portion of such Initial Federal Securities may be credited to the Escrow Account subject to the provisions of Section 5

hereof. Any such cash shall be deemed to be part of the initial deposit. Any Federal Securities temporarily substituted may be withdrawn from the Escrow Account when the Initial Federal Securities are purchased and credited to the Escrow Account. Similarly, any temporary advancement of moneys to the Escrow Account to pay designated Refunded Certificate Requirements, because of a failure to receive promptly the principal of and interest on any Federal Securities at their respective fixed maturity dates, or otherwise, may be repaid to the person advancing such moneys upon the receipt by the Escrow Agent of such principal and interest payments on such Federal Securities.

C. The initial deposit, the proceeds of the Initial Federal Securities (and of any other Federal Securities acquired as an investment or reinvestment of moneys accounted for in the Escrow Account), and any such Federal Securities themselves (other than Federal Securities, including the Initial Federal Securities, held as book-entries) shall be deposited with the Escrow Agent and credited to and accounted for in the Escrow Account. The securities and moneys accounted for therein shall be redeemed and paid out and otherwise administered by the Escrow Agent for the benefit of the City and the owners of the Refunded Certificates as provided in this Escrow Agreement and the Indenture.

Section 2. Purpose of Escrow.

A. The Escrow Agent shall hold the initial deposit, all Federal Securities accounted for in the Escrow Account (other than any Federal Securities, including the Initial Federal Securities, held as book-entries), and all moneys received from time to time as interest on and principal of such Federal Securities (including those held as book-entries), in trust to secure and for the payment of the Refunded Certificate Requirements, as the same become due.

B. Except as provided in paragraph B of Section 1 and in Section 8 hereof, the Escrow Agent shall collect the principal of and interest on such Federal Securities promptly as such principal and interest become due and shall apply all money so collected to the payment of the Refunded Certificate Requirements as aforesaid.

Section 3. Accounting for Escrow.

A. The moneys and the Federal Securities accounted for in the Escrow Account shall not be subject to checks drawn by the City or otherwise subject to the order of the City except as otherwise provided in paragraph B of Section 1 and in Section 8 hereof.

B. The Escrow Agent shall transfer from time to time from the Escrow Account for the payment of the Refunded Certificate Requirements to the appropriate accounts under the Indenture, or as otherwise required, sufficient moneys to permit it to pay, without any default, the Refunded Certificate Requirements as the same become due.

C. Except as otherwise provided in paragraph B of Section 1 hereof, there shall be no sale of any Federal Securities held hereunder, and no Federal Securities held hereunder and callable for prior redemption at the City's option shall be called at any time for prior redemption, except if necessary to avoid a default in the payment of the Refunded Certificate Requirements.

Section 4. Maturities of Federal Securities.

A. Federal Securities shall not be callable by the issuer thereof and shall be purchased in such manner:

(1) So that such Federal Securities may be redeemed in due season at their respective maturities to meet the Refunded Certificate Requirements as the same become due; and

(2) So that any sale or prior redemption of such Federal Securities shall be unnecessary.

B. There shall be no substitution of any Federal Securities except as otherwise provided in paragraph B of Section 1 hereof.

Section 5. Reinvestments.

A. The Escrow Agent shall reinvest the cash balances listed in Exhibit 1 (including Exhibit A therein) for the period designated therein in state and local government series securities ("slgs") purchased directly from the United States Government by the Escrow Agent in the name of the City. All of the slgs in which such reinvestments are made shall bear interest at the rate of zero percent (0%) per annum. The Escrow Agent agrees to comply with Part 344 of Title 31, Code of Federal Regulations, and with such other regulations of the United States Treasury, Bureau of Public Debt, as are from time to time in effect in subscribing for and purchasing such slgs, including without limitation, requirements with respect to submitting subscriptions to a Federal Reserve Bank or Branch in advance of the date of purchase of the slgs.

B. In addition to or, as the case may be, in lieu of the reinvestments required by paragraph A of this Section, the Escrow Agent, at the written direction of the City, shall invest the initial cash, if any, and shall reinvest in Federal Securities any moneys received in payment of the principal of and interest on any Federal Securities accounted for in the Escrow Account, subject to the limitations of Sections 1, 4 and 6 hereof and the following limitations:

(1) Any such Federal Securities shall not be subject to redemption prior to their respective maturities at the option of their issuer.

(2) Any such Federal Securities shall mature on or prior to the date when the proceeds thereof must be available for the prompt payment of the Refunded Certificate Requirements, as the same become due.

(3) Under no circumstances shall any reinvestment be made under this Section if such reinvestment, alone or in combination with any other investment or reinvestment, violates the applicable provisions of Section 148 of the Tax Code, and the rules and regulations thereunder.

(4) The Escrow Agent shall make no such reinvestment unless the City first obtains and furnishes to the Escrow Agent a written opinion of the City's special

counsel to the effect that such reinvestment, as described in the opinion, complies with subparagraph B(3) of this Section.

Section 6. Sufficiency of Escrow. The moneys and Federal Securities accounted for in the Escrow Account shall be in an amount (or have appropriate maturities and yields to produce an amount) which at all times shall be sufficient to pay the Refunded Certificate Requirements as they become due.

Section 7. Transfers for Refunded Certificate Requirements. The Escrow Agent shall make such credit arrangements and transfers as will assure, to the extent of money in the Escrow Account properly allocable to and available therefor, the timely payment of the Refunded Certificate Requirements when due.

Section 8. Termination of Escrow Account. When payment or provisions for payment shall have been made so that all Refunded Certificate Requirements shall have been paid in full and discharged, the Escrow Agent shall immediately pay over to the City the moneys, if any, then remaining in the Escrow Account and shall make forthwith a final report to the City. Such moneys may be used by the City for any lawful purpose, subject to any limitations in the Indenture.

Section 9. Fees.

A. The Escrow Agent's total fees and costs for and in carrying out the provisions of this Escrow Agreement have been fixed at \$1,000, which amount is to be paid at or prior to the time of the execution and delivery of the 2019 Certificates directly to the Escrow Agent as payment in full of all charges of the Escrow Agent pertaining to this Escrow Agreement for services performed hereunder.

B. Such payment for services rendered and to be rendered by the Escrow Agent shall not be for deposit in the Escrow Account, and the fees of and the costs incurred by the Escrow Agent shall not be deducted from such account.

Section 10. Status Report.

A. In January of each year, beginning in January 2020, the Escrow Agent shall submit to the City a report covering all money which the Escrow Agent shall have received and all payments which it shall have made or caused to be made hereunder during the twelve months ending each preceding December 31.

B. The report shall indicate for which period and in which trust bank any Federal Securities (other than Federal Securities held as book-entries) and any uninvested moneys were transferred for safekeeping or any Federal Securities (other than Federal Securities held as book-entries) pledged to secure the repayment of any uninvested moneys were placed in pledge, as permitted by Section 12.

Section 11. Character of Deposit.

A. It is recognized that title to the Federal Securities and money accounted for in the Escrow Account from time to time shall remain vested in the City or in the Escrow Agent on behalf of the City but subject always to the prior charge and lien thereon of this Escrow Agreement and the use thereof required to be made by the provisions of this Escrow Agreement and the Indenture.

B. The Escrow Agent shall hold all such Federal Securities (except as they may be held as book-entries) and money in the Escrow Account as a special trust fund and account separate and wholly segregated from all other securities and funds of the Escrow Agent or deposited therein, and shall never commingle such securities or money with other securities or money.

Section 12. Securing Deposit.

A. The Escrow Agent may cause the Federal Securities accounted for in the Escrow Account to be registered in the name of the Escrow Agent on behalf of the City for payment, if they are registrable for payment, and in such event shall obtain the necessary endorsements from the duly authorized officials of the City as they become due.

B. The City, in connection with any Federal Securities accounted for in the Escrow Account and held as book-entries, shall cooperate with the Escrow Agent and shall forthwith make arrangements with an appropriate representative of the issuer of such Federal Securities so that the interest on and the principal of the Federal Securities shall be promptly transmitted, as the same become due from time to time, to the Escrow Agent.

C. All uninvested money over the FDIC insured limit held at any time in the Escrow Account shall be continuously secured by the deposit of Federal Securities or such securities as are permitted by Section 9.10 of Title 12 of the Code of Federal Regulations in a principal amount and value always not less than the total amount of uninvested money in the Escrow Account:

- (1) In any branch of the Federal Reserve Bank; or
- (2) In any commercial bank which:
 - (a) Is a state or national bank or trust company,
 - (b) Is a member of the Federal Deposit Insurance Corporation,
 - (c) Is a member of the Federal Reserve System,
 - (d) Has a capital and surplus of \$10,000,000.00 or more,
 - (e) Is exercising full and complete trust powers, and

(f) May be located in the State or without the State (a “trust bank”).

(3) In any branch of the Federal Reserve Bank and in one or more trust banks (or any combination thereof).

D. Such Federal Securities so held as a pledge shall be used whenever necessary to enable the payment of the Refunded Certificate Requirements, to the extent other moneys are not transferred or caused to be transferred for such purpose by the Escrow Agent.

E. Any Federal Securities (except as they may be held as book-entries) and any uninvested moneys accounted for in the Escrow Account may from time to time be placed by the Escrow Agent for safekeeping wholly or in part in any such trust bank, only if prior to any such transfer the City consents thereto in writing.

F. Each such trust bank holding any Federal Securities accounted for in the Escrow Account or any uninvested moneys accounted for therein shall be furnished by the Escrow Agent with a copy of this Escrow Agreement prior to such deposit.

G. By the acceptance of such Federal Securities or such uninvested moneys each such trust bank shall be bound in the same manner as the Escrow Agent, as herein provided.

H. The Escrow Agent, however, shall remain solely responsible to the City:

- (1) For any investment of moneys pursuant to Section 1 hereof,
- (2) For transfers of moneys pursuant to Section 7 hereof,
- (3) For the termination of the Escrow Account pursuant to Section 8 hereof,
- (4) For the periodic status reports pursuant to Section 10 hereof, and
- (5) For any notice of redemption required to be given by Section 13 hereof.

I. Notwithstanding the liabilities of the Escrow Agent stated in paragraph H of this Section, the Escrow Agent may cause any one, all, or any combination of the duties stated in paragraph H to be performed on its behalf by any trust bank.

J. If at any time the Escrow Agent fails to account for any moneys or Federal Securities held by it or by any such trust bank in the Escrow Account, such moneys and securities shall be and remain the property of the City.

K. No money paid into and accounted for in the Escrow Account shall ever be considered as a banking deposit and neither the Escrow Agent nor any such trust bank shall have any right or title with respect thereto.

Section 13. Refunding and Defeasance Notices. In connection with the refunding and defeasance of the Refunded Certificates, the Escrow Agent shall give forthwith upon the delivery of the 2019 Certificates notice of refunding and defeasance of the Refunded Certificates by mailing such notice by first-class mail (in substantially the form attached hereto as Exhibit 2) to the registered owners of the Refunded Certificates, and shall give notice of the redemption of the Refunded Certificates not more than 60 days and not less than 30 days prior to December 1, 2020, in the form, time and manner as required by the Indenture. By its execution of this Escrow Agreement, the Escrow Agent hereby acknowledges and accepts responsibility for the giving of such notices in the manner set forth herein and in the Indenture.

Section 14. 2019 Purchaser's Responsibility. The 2019 Purchaser and owners from time to time of the 2019 Certificates shall in no manner be responsible for the application or disposition of the proceeds thereof or any moneys or Federal Securities accounted for in the Escrow Account. This clause shall not relieve the Escrow Agent (if it is an owner of the 2019 Certificates), in its capacity as Escrow Agent, from its duties under this Escrow Agreement.

Section 15. Amendment.

A. The 2019 Certificates shall be executed and delivered in reliance upon this Escrow Agreement and except as herein provided this Escrow Agreement shall be irrevocable and not subject to amendment after any of the 2019 Certificates shall have been executed and delivered.

B. The provisions of this Escrow Agreement may be amended, waived or modified upon approval of the owners of all of the then outstanding Refunded Certificates. The provisions of this Escrow Agreement also may be amended, waived or modified without the approval of such owners for one or more of the following purposes:

- (1) to cure any ambiguity, or to cure, correct or supplement any formal defect or omission or inconsistent provision contained in this Escrow Agreement;
- (2) to pledge additional revenues, properties or collateral as security for the Refunded Certificates; or
- (3) to deposit additional moneys or Federal Securities into the Escrow Account.

Notwithstanding any other provision hereof, no amendment, modification or waiver shall be effective if it is materially prejudicial to the owners of the Refunded Certificates or affects the exclusion of the interest on the Refunded Certificates or the 2019 Certificates from gross income for federal income tax purposes, unless such amendment, waiver or modification is approved by the owners of all of the then outstanding Refunded Certificates and the 2019 Certificates affected thereby.

Section 16. Exculpatory Provisions.

A. The duties and responsibilities of the Escrow Agent are limited to those expressly and specifically stated in this Escrow Agreement.

B. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment or reinvestment made pursuant to this Escrow Agreement and made in compliance with the provisions hereof.

C. The Escrow Agent shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may do or refrain from doing, except for its negligence or its default in the performance of any obligations imposed upon it hereunder.

D. The Escrow Agent shall neither be under any obligation to inquire into or be in any way responsible for the performance or nonperformance by the City of any of its obligations contained in this Escrow Agreement, in the Ordinance, in the Indenture, in the 2019 Certificates, in the Refunded Certificates, or in any proceedings taken in connection therewith (other than its responsibilities as trustee under such instruments).

E. Nothing in this Escrow Agreement creates any obligation or liabilities on the part of the Escrow Agent to anyone other than the City and the owners of the Refunded Certificates.

Section 17. Time of Essence. Time is of the essence in the performance of the obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 18. Successors.

A. Whenever in this Escrow Agreement the City or the Escrow Agent is named or is referred to, such provision is deemed to include any successor of the City or the Escrow Agent, respectively, immediate or intermediate, whether so expressed or not.

B. All of the stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the City or the Escrow Agent contained in this Escrow Agreement:

(1) Shall bind and inure to the benefit of any such successor, and

(2) Shall bind and inure to the benefit of any officer, board, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any relevant right, power or duty of the City or the Escrow Agent, respectively, or of its successor.

Section 19. Jurisdiction and Venue. The rights of the City under this Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Colorado. Jurisdiction and venue for any disputes related to this Agreement shall be in a United States District Court for the District of Colorado.

Section 20. Severability. If any section, paragraph, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 21. Notices. Any notice to be given hereunder shall be delivered personally or mailed postage prepaid, return receipt requested, to the following addresses:

If to the City: The City of Grand Junction, Colorado
 250 North 5th Avenue
 Grand Junction, Colorado 81501
 Attention: City Manager

If to the Escrow Agent: Zions Bancorporation National Association
 1001 17th Street, Suite 850
 Denver, Colorado 80202
 Attention: Corporate Trust Services

or to such other address as any party may, by written notice to the other parties, hereafter specify. Any notice shall be deemed to be given upon mailing.

Section 22. Electronic Storage. The parties hereto agree that the transaction 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 counterparties of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the CITY OF GRAND JUNCTION, COLORADO has caused this Escrow Agreement to be executed in its name and the seal of the City affixed and attested by duly authorized officers thereof; and ZIONS BANCORPORATION NATIONAL ASSOCIATION has caused this Escrow Agreement to be executed in its corporate name by a duly authorized officer thereof, all as of the day and year first above written.

(S E A L)

**CITY OF GRAND JUNCTION,
COLORADO**

ATTESTED:

City Clerk

President of the City Council

**ZIONS BANCORPORATION NATIONAL
ASSOCIATION,**
as Escrow Agent

Vice President, Zions Bank Division

EXHIBIT 1

CPA Report

EXHIBIT 2

NOTICE OF PARTIAL REFUNDING, DEFEASANCE AND REDEMPTION

45837002.v2

FIRST AMENDMENT TO GROUND AND IMPROVEMENT LEASE AGREEMENT

Dated as of May [], 2019

BETWEEN

THE CITY OF GRAND JUNCTION, COLORADO, AS LESSOR

AND

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,

Acting solely in its capacity as trustee under the Indenture described herein,

AS LESSEE

After this instrument has been recorded, please return to:

Kimberley Crawford, Esq.
Butler Snow LLP
1801 California, Suite 5100
Denver, Colorado 80202

Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this First Amendment to Ground and Improvement Lease is exempt from the documentary fee.

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FIRST AMENDMENT TO GROUND AND IMPROVEMENT LEASE AGREEMENT

FIRST AMENDMENT TO GROUND AND IMPROVEMENT LEASE AGREEMENT dated as of May [], 2019 (the “2019 Ground Lease Amendment”) which amends the Ground and Improvement Lease Agreement dated as of December 1, 2010 (the “2010 Ground Lease” or collectively, as thereby and hereby amended, the “Ground Lease”), by and between ZIONS BANCORPORATION, NATIONAL ASSOCIATION (formerly Zions First National Bank), as lessee hereunder, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture described herein (the “Trustee”), and the CITY OF GRAND JUNCTION, COLORADO, as lessor hereunder, a home rule municipal corporation duly organized and existing under the Constitution of the State of Colorado and the Charter of the City (the “City”).

WITNESSETH:

WHEREAS, the City has been duly organized and is validly existing as a home rule city under the Constitution of the State of Colorado and its home rule charter (the “Charter”); and

WHEREAS, the Trustee is authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America and has an office and place of business in Denver, Colorado; and

WHEREAS, pursuant to Section 2(f) of the Charter and Sections 31-1-102 and 31-15-713(c) of the Colorado Revised Statutes, as amended, the City Council of the City (the “City Council”) is authorized to lease any real estate owned by the City, together with any facilities thereon, when deemed by the City Council to be in the best interest of the City; and

WHEREAS, the City and the Trustee have previously entered into a Ground and Improvement Lease Agreement (the “2010 Ground Lease”) whereby the Trustee leased from the City certain real property and the buildings located thereon (the “Leased Property”); and

WHEREAS, the City leased such Leased Property back from the Trustee pursuant to the terms of a Lease Purchase Agreement dated as of December 1, 2010, as amended contemporaneously with the amendment to the 2010 Ground Lease (collectively, the “Lease”); and

WHEREAS, the City Council has determined and hereby determines that it is in the best interests of the City and its inhabitants that the payments made by the City pursuant to the Lease be restructured so as to effect certain financial benefits for the City (the “Refunding Project”); and

WHEREAS, in order to complete the Refunding Project as planned, it is necessary to enter into this 2019 Ground Lease Amendment, along with the amendment to the Lease and the Indenture; and

WHEREAS, the Trustee is executing this 2019 Ground Lease Amendment solely in its capacity as Trustee under the Indenture, and subject to the terms, conditions and protections provided for therein.

NOW THEREFORE, for and in consideration of the mutual premises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND APPLICABILITY

Section 1.1. Definitions Generally. All words and phrases defined in the Indenture and the Lease shall have the same meanings in this 2019 Ground Lease Amendment, unless amended hereby.

Section 1.2. 2019 Ground Lease Amendment. This 2019 Ground Lease Amendment amends and supplements the 2010 Ground Lease and is entered into in accordance with the provisions of the 2010 Ground Lease and the Indenture.

Section 1.3. Applicability of Lease. Except as otherwise provided herein, the provisions of the Ground Lease (which includes this 2019 Ground Lease Amendment) govern the Leased Property and the Certificates (which, after giving effect to the Refunding Project, includes the Unrefunded Certificates and the Additional Certificates, if any).

ARTICLE II

AMENDMENTS TO GROUND LEASE

Section 2.1. Ground Lease Terms. Section 1 of the Ground Lease entitled “Ground Lease Terms” is hereby amended to extend the term of the Ground Lease to December 31, 20[].

Section 2.2. Partial Release; Termination. Section 7 of the Ground Lease entitled “Partial Release; Termination” is amended to delete the first paragraph as Parcel II will, prior to the execution and delivery of this 2019 Ground Lease Amendment, have been amortized and released pursuant to section 12.4 of the Lease.

Section 2.3. Amendment to Ground Lease Exhibits A and B. Exhibit A to the Ground Lease, setting forth a Description of the Leased Property, and Exhibit B to the Ground Lease, setting forth the Permitted Encumbrances, is hereby amended and replaced by Appendix A and Appendix B to this 2019 Ground Lease Agreement.

ARTICLE III

MISCELLANEOUS

Section 3.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given as provided in Section 17 of the Ground Lease with the added provision that the address for the 2019 Insurer shall be the same as follows: [INSURER ADDRESS].

Section 3.2. Binding Effect. This 2019 Ground Lease Amendment shall inure to the benefit of and shall be binding upon the Trustee and the City and their respective successors and assigns, subject, however, to the limitations contained in the Lease.

Section 3.3. Severability. In the event that any provision of the Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.4. Execution in Counterparts. This 2019 Ground Lease Amendment may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 3.5. Applicable Law. This 2019 Ground Lease Amendment shall be governed by and construed in accordance with the laws of the State.

Section 3.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this 2019 Ground Lease Amendment.

IN WITNESS WHEREOF, the City and the Trustee has caused this 2019 Ground Lease Amendment to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

[SEAL]

Attest:

City Clerk

CITY OF GRAND JUNCTION,
COLORADO, as Lessor

By _____
President of the City Council

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Lessee

By _____
Vice President, Zions Bank Division

STATE OF COLORADO

)

) ss.

COUNTY OF MESA

)

The foregoing instrument was acknowledged before me this [____] day of May, 2019 by Barbara Traylor Smith and Wanda Winkelmann, as President of the City Council of the City of Grand Junction, Colorado, and City Clerk of the City of Grand Junction, Colorado, respectively.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[SEAL]

My commission expires:

STATE OF COLORADO

)

) ss.

COUNTY OF DENVER

)

The foregoing instrument was acknowledged before me this [____] day of May, 2019 by Stephanie Nicholls, as Vice President of Zions Bancorporation National Association.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[SEAL]

My commission expires:

APPENDIX A TO FIRST AMENDMENT

EXHIBIT A TO GROUND LEASE

DESCRIPTION OF LEASED PROPERTY

APPENDIX B TO FIRST AMENDMENT

EXHIBIT B TO GROUND LEASE

PERMITTED ENCUMBRANCES

45837244.v2

FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT

Dated as of May [], 2019

BETWEEN

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,

Acting solely in its capacity as trustee under the Indenture described herein,

AS LESSOR,

and

CITY OF GRAND JUNCTION, COLORADO,

AS LESSEE

After this instrument has been recorded, please return to:

Kimberley Crawford, Esq.
Butler Snow LLP
1801 California, Suite 5100
Denver, Colorado 80202

Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this First Amendment to Lease Purchase Agreement is exempt from the documentary fee.

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FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT

FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT dated as of May [], 2019 (the “2019 Lease Amendment”) which amends the Lease Purchase Agreement dated as of December 1, 2010 (the “2010 Lease” or collectively, as thereby and hereby amended, the “Lease”), by and between ZIONS BANCORPORATION, NATIONAL ASSOCIATION (formerly Zions First National Bank), as lessor hereunder, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture described herein (the “Trustee”), and the CITY OF GRAND JUNCTION, COLORADO, as lessee hereunder, a home rule municipal corporation duly organized and existing under the Constitution of the State of Colorado and the Charter of the City (the “City”).

WITNESSETH:

WHEREAS, the Lease, including Articles I and III of this 2019 Lease Amendment, sets forth the definitions of all capitalized terms used herein except where the context indicates otherwise; and

WHEREAS, the City has been duly organized and is validly existing as a home rule city under the Constitution of the State of Colorado and its home rule charter (the “Charter”); and

WHEREAS, the Trustee is authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America and has an office and place of business in Denver, Colorado; and

WHEREAS, pursuant to Section 2(f) of the Charter and Sections 31-1-102 and 31-15-713(c) of the Colorado Revised Statutes, as amended, the City Council of the City (the “City Council”) is authorized to lease any real estate owned by the City, together with any facilities thereon, when deemed by the City Council to be in the best interest of the City; and

WHEREAS, the City and the Trustee have previously entered into the Lease whereby the City leases from the Trustee certain real property and the buildings located thereon (the “Leased Property”); and

WHEREAS, the City Council has determined and hereby determines that it is in the best interests of the City and its inhabitants that the payments made by the City pursuant to the Lease be restructured so as to effect certain financial benefits for the City (the “Refunding Project”); and

WHEREAS, in order to complete the Refunding Project as planned, it is necessary to enter into this 2019 Lease Amendment; and

WHEREAS, pursuant to the Lease and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain recalculated Base

Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the City to use the Leased Property; and

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

WHEREAS, pursuant to that certain Indenture of Trust dated as of December 1, 2010 (the "2010 Indenture"), as supplemented by the First Supplement to Indenture of Trust dated as of May [], 2019 (the "2019 Supplemental Indenture" and together with the 2010 Indenture, the "Indenture") between the City and Zions Bancorporation, National Association (formerly Zions First National Bank), as trustee (the "Trustee"), the Trustee will execute and deliver certain Refunding Certificates of Participation, Series 2019 (the "2019 Certificates"), the proceeds of which shall be utilized to affect the Refunding Project; and

WHEREAS, the 2019 Certificates shall evidence assignments of rights to receive certain revenues, shall be payable solely from the sources provided in the Lease, and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional or Charter limitation or requirement concerning the creation of indebtedness, nor a mandatory charge or requirement against the City in any ensuing Fiscal Year beyond the then current Fiscal Year; and

WHEREAS, neither the Lease nor the issuance of the 2019 Certificates shall directly or indirectly obligate the City to make any payments beyond those appropriated for the City's then current Fiscal Year; and

WHEREAS, the City Council has adopted an ordinance authorizing and approving the execution, delivery and performance of this 2019 Lease Amendment.

NOW THEREFORE, for and in consideration of the mutual premises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND APPLICABILITY

Section 1.1. Definitions Generally. All words and phrases defined in the Indenture and the Lease shall have the same meanings in this 2019 Lease Amendment, unless amended hereby.

Section 1.2. 2019 Lease Amendment Definitions. For all purposes of the Lease and the Indenture, the following terms, except when the context otherwise requires, shall have the meanings set forth below.

“Escrow Agreement” means the Escrow Agreement, dated as of the date hereof, between the City and Zions Bancorporation, National Association, as escrow agent.

“Refunded Certificates” means, for purposes of this 2019 Lease Amendment only, the Taxable Certificates of Participation (Direct Pay Build America Bonds), Series 2010B, maturing on and after December 1, 2021, to be refunded, paid and discharged pursuant to the Refunding.

“2019 Certificates” means the Refunding Certificates of Participation, Series 2019.

“2019 Ground Lease Amendment” means the First Amendment to Ground Lease Agreement dated as of May [], 2019, between the City, as lessor, and the Trustee, as lessee.

“2019 Lease Amendment” means the First Amendment to Lease Purchase Agreement dated as of May [], 2019, between the City, as lessee, and the Trustee, as lessor.

“2019 Supplemental Indenture” means the First Supplement to Indenture of Trust dated as of May [], 2019, executed and delivered by the Trustee.

“Unrefunded Certificates” means the 2010B Certificates that will remain outstanding after the Refunding.

Section 1.3. 2019 Lease Amendment. This 2019 Lease Amendment amends and supplements the Lease and is entered into in accordance with the provisions of the Lease and the Indenture.

Section 1.4. Applicability of Lease. Except as otherwise provided herein, the provisions of the Lease (which includes this 2019 Lease Amendment) govern the Leased Property and the Certificates (which, after giving effect to the Refunding Project, includes the Unrefunded Certificates and the Additional Certificates, if any).

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants for the benefit of the Trustee and the Certificate Owners as follows:

(a) Each of the City's representations, covenants and warranties set forth in Section 2.1 of the Lease, as amended, remains true as of the date hereof.

(b) The following representations by the City are made specifically with respect to this 2019 Lease Amendment:

(i) The City is authorized by its Charter to enter into the transactions contemplated by this 2019 Lease Amendment and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of this 2019 Lease Amendment and other documents related to this transaction and the Refunding.

(ii) The execution and delivery hereof, the fulfillment of or compliance with the terms and conditions hereof, and the consummation of the transactions contemplated hereby does not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, and does not constitute a default under any of the foregoing or result in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the City.

(iii) To the knowledge of the City, there is no litigation or proceeding pending or threatened against the City or any other Person affecting the right of the City to execute this 2019 Lease Amendment or the ability of the City to make the payments required under the Lease and/or to otherwise comply with the obligations contained in the Lease.

(iv) This 2019 Lease Amendment constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

Section 2.2. Representations, Covenants and Warranties of the Trustee. The Trustee represents, covenants and warrants for the benefit of the City and the Certificate Owners as follows:

(a) Each of the Trustee's representations, covenants and warranties set forth in Section 2.2 Lease, as amended, remains true as of the date hereof.

(b) The following representations by the Trustee are made specifically with respect to this 2019 Lease Amendment:

(i) The Trustee has authority to execute and deliver this 2019 Lease Amendment and the Escrow Agreement.

(ii) The Trustee acknowledges and recognizes that the Lease will be terminated in the event that funds are not specifically budgeted and appropriated by the City specifically with respect to the Lease to continue paying all Base Rentals and Additional Rentals during the ensuing Fiscal Year and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the City Council.

(iii) To the knowledge of the Trustee, there is no litigation or proceeding pending or threatened against the Trustee or any other Person affecting the right of the Trustee to execute this 2019 Lease Amendment, the 2019 Supplemental Indenture or the Escrow Agreement, or the ability of the Trustee to comply with the obligations contained herein or therein.

(iv) This 2019 Lease Amendment and the Escrow Agreement constitute legal, valid and binding obligations of the Trustee, enforceable against the Trustee in accordance with their terms.

ARTICLE III

AMENDMENTS TO LEASE

Section 3.1. Amendments to Definitions in Lease. The definitions of the following terms as set forth in Article I of the Lease are hereby amended to read as follows:

“Certificates” shall mean the 2010B Certificates, the 2019 Certificates and any Additional Certificates.

Section 3.2. Amendment to Lease Exhibit A, B and C. Exhibit A to the Lease, setting forth a Description of the Leased Property, and Exhibit C to the Lease, setting forth the Base Rentals Schedule, are hereby amended and replaced by Appendix A to this 2019 Lease Amendment, as further set forth in Section 4.1 hereof and Appendix B to this 2019 Lease Amendment. Exhibit B to the Lease, setting forth the Permitted Encumbrances, is hereby amended and replaced by Appendix C to this 2019 Lease Agreement.

Section 3.3. Amendment to Section 11.5 of the Lease. An additional paragraph is added as the third paragraph to Section 11.5 of the Lease – “Tax-Covenants” – as follows:

The City covenants for the benefit of the Owners of the 2019 Certificates that it will not take any action or omit to take any action with respect to the 2019 Certificates, the proceeds thereof, any other funds of the City or any facilities financed or refinanced with the proceeds of the 2019 Certificates (except for the possible exercise of the City’s right to terminate this Lease

as provided herein) if such action or omission (i) would cause the interest on the 2019 Certificates to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the 2019 Certificates to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, or (iii) would cause interest on the 2019 Certificates to lose its exclusion from Colorado taxable income or to lose its exclusion from Colorado alternative minimum taxable income under present Colorado law. Subject to the City's right to terminate this Lease as provided herein, the foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the 2019 Certificates, until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

ARTICLE IV

PROVISIONS OF THIS 2019 LEASE AMENDMENT

Section 4.1. Recalculation of Base Rentals. Pursuant to Section 6.2 of the Lease, the Base Rentals set forth in Exhibit C to the Lease, as amended, are hereby recalculated to reflect the issuance of the 2019 Certificates and the Refunding of the Refunded Certificates. The City hereby agrees to pay the recalculated Base Rentals directly to the Trustee for distribution to the Owners of the Certificates in accordance with the Indenture during the Lease Term, on the due dates set forth in Appendix B to this 2019 Lease Amendment, attached hereto and made a part hereof. Concurrently with the execution and delivery of this 2019 Lease Amendment, such Appendix B hereto shall replace Exhibit C to the Lease. All references to Exhibit C in the Lease refer to the revised schedule of Base Rentals and due dates set forth on Appendix B hereto.

Section 4.2. Title Insurance. Concurrently with the execution and delivery of this 2019 Lease Amendment, the Trustee shall be provided with one or more binders or commitments, or endorsements, for one or more standard mortgagee's title insurance policies issued to the Trustee, insuring its leasehold interest in the Leased Property, subject only to the Permitted Encumbrances, in the total aggregate amount not less than \$[30,000,000], or such lesser amount as shall be the maximum insurable value of the Project.

Section 4.3. Assignment by the Trustee. The Trustee's rights under the Lease, including this 2019 Lease Amendment, including rights to receive and enforce payments thereunder and hereunder (except the Trustee's rights to payment or reimbursement of certain expenses, indemnification and attorneys' fees and expenses) have been assigned to the Trustee pursuant to the Indenture.

Section 4.4. Undertaking to Provide Ongoing Disclosure. The City shall comply with the provisions of the Continuing Disclosure Certificate executed by the City in connection with the execution and delivery of this 2019 Lease Amendment and issuance by the Trustee of the 2019 Certificates. Any failure by the City to perform in accordance with this Section shall not constitute an "Event of Default" under the Lease, and the rights and remedies

provided by the Lease upon the occurrence of an “Event of Default” shall not apply to any such failure. The Trustee shall have no power or duty to enforce this Section. Unless otherwise required by law, no registered owner of a 2019 Certificate shall be entitled to damages for the City’s non-compliance with its obligations under this Section 4.5; however, the registered owners of the 2019 Certificates may enforce specific performance of the obligations contained in this Section by any judicial proceeding available.

ARTICLE V

MISCELLANEOUS

Section 5.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given as provided in Section 15.2 of the Lease.

Section 5.2. Binding Effect. This 2019 Lease Amendment shall inure to the benefit of and shall be binding upon the Trustee and the City and their respective successors and assigns, subject, however, to the limitations contained in the Lease.

Section 5.3. Severability. In the event that any provision of the Lease, other than provisions concerning the requirement of the City to pay Base Rentals and the requirement of the Trustee to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the City under the conditions set forth in Article XII of the Lease, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.4. Execution in Counterparts. This 2019 Lease Amendment may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 5.5. Applicable Law. This 2019 Lease Amendment shall be governed by and construed in accordance with the laws of the State.

Section 5.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this 2019 Lease Amendment.

IN WITNESS WHEREOF, the Trustee has caused this 2019 Lease Amendment to be executed in its corporate name; and the City has caused this 2019 Lease Amendment to be executed in its name and the seal of the City to be affixed hereto and attested by its duly authorized officers, all as of the date first above written.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Lessor

By _____
Vice President, Zions Bank Division

[SEAL]

CITY OF GRAND JUNCTION,
COLORADO, as Lessee

Attest:

City Clerk

By _____
President of the City Council

STATE OF COLORADO

)

) ss.

COUNTY OF MESA

)

The foregoing instrument was acknowledged before me this [____] day of May, 2019 by Barbara Traylor Smith and Wanda Winkelmann, as President of the City Council of the City of Grand Junction, Colorado, and City Clerk of the City of Grand Junction, Colorado, respectively.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[SEAL]

My commission expires:

STATE OF COLORADO

)

) ss.

COUNTY OF DENVER

)

The foregoing instrument was acknowledged before me this [_____] day of May, 2019 by Stephanie Nicholls, as Vice President of Zions Bancorporation, National Association.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

[SEAL]

My commission expires:

APPENDIX A TO FIRST AMENDMENT

EXHIBIT A TO LEASE

DESCRIPTION OF LEASED PROPERTY

APPENDIX B TO FIRST AMENDMENT

EXHIBIT C TO LEASE

BASE RENTALS SCHEDULE

APPENDIX C TO FIRST AMENDMENT

EXHIBIT C TO LEASE

PERMITTED ENCUMBRANCES

45836939.v4

FIRST SUPPLEMENT TO INDENTURE OF TRUST

Dated as of

MAY [], 2019

BY

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

(FORMERLY ZIONS FIRST NATIONAL BANK)

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FIRST SUPPLEMENT TO INDENTURE OF TRUST

THIS FIRST SUPPLEMENT TO INDENTURE OF TRUST dated as of May [], 2019 (the “2019 Supplemental Indenture”), executed and delivered by ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee (formerly Zions Bank, National Association), duly organized and existing under the laws of the United States of America (the “Trustee”).

WITNESSETH:

WHEREAS, except where the context indicates otherwise, all capitalized terms used herein shall have the meanings given in the Indenture, as hereby amended; and

WHEREAS, the City of Grand Junction, Colorado (the “City”) has been duly organized and is validly existing as a home rule city under the Constitution of the State of Colorado and its home rule charter (the “Charter”); and

WHEREAS, the Trustee is authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America and has an office and place of business in Denver, Colorado; and

WHEREAS, pursuant to Section 2(f) of the Charter and Sections 31-1-102 and 31-15-713(c) of the Colorado Revised Statutes, as amended, the City Council of the City (the “City Council”) is authorized to lease any real estate owned by the City, together with any facilities thereon, when deemed by the City Council to be in the best interest of the City; and

WHEREAS, for the purpose of financing the costs of construction, acquisition and equipping of various capital improvements, the City previously entered into a Ground and Improvement Lease Agreement, dated as of December 1, 2010, pursuant to which the City leased to Zions First National Bank (the “Trustee”), acting solely in its capacity as trustee under an Indenture of Trust as hereafter described (the “2010 Ground Lease”), certain real property owned by the City (“Parcel I” and “Parcel II” or, collectively, the “Leased Property”), which Leased Property was leased back to the City by the Trustee pursuant to the terms of a Lease Purchase Agreement dated as of December 1, 2010 (the “2010 Lease”); and

WHEREAS, the Trustee has previously executed and delivered the Indenture of Trust dated as of December 1, 2010 (the “2010 Indenture”), as hereby and from time to time supplemented (the “Indenture”); and

WHEREAS, pursuant to the 2010 Indenture there were executed and delivered certain Tax-Exempt Certificates of Participation, Series 2010A, (the “2010A Certificates”), in the original principal amount of \$4,900,000, and Taxable Certificates of Participation (Direct Pay Build America Bonds), Series 2010B (the “2010B Certificates”) in the original principal amount of \$30,000,000, each dated as of December 1, 2010; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its inhabitants that the City enter into a First Lease Agreement dated as of May [],

2019, with the Trustee (the “First Lease Amendment” or, together with the 2010 Lease, the “Lease”) for the purpose of refunding a portion of the outstanding Certificates of Participation, Series 2010B maturing on and after December 1, 20[] (the “Refunded Certificates”); and

WHEREAS, the City Council has determined that it is in the best interests of the City and its inhabitants that the City enter into the First Lease Amendment for the purpose refunding the Refunded Certificates (the “Refunding Project”); and

WHEREAS, in order to complete the Refunding Project as planned, the City and the Trustee will enter into the First Lease Amendment; and

WHEREAS, pursuant to the Lease, as amended, the City will pay certain recalculated Base Rentals and Additional Rentals to the Trustee in consideration for the City’s right to use the Leased Property, subject to the right of the City to terminate the Lease and other limitations as therein provided; and

WHEREAS, the 2010 Indenture provides for the issuance of Additional Certificates pursuant thereto to provide funds to pay, among other things, the costs of the execution and delivery of the Additional Certificates to refund all or any portion of any Outstanding Certificates (as defined in the Indenture); and

WHEREAS, it is now necessary to enter into this 2019 Supplemental Indenture to provide for the issuance of the Refunding Certificates of Participation, Series 2019 (the “2019 Certificates”) which will be issued as Additional Certificates under the Indenture and which will represent assignments of rights to receive Base Rentals and other revenues under the Lease; and

WHEREAS, the Trustee has entered into the Indenture for and on behalf of the owners of the Certificates and will hold its rights hereunder, including its rights with respect to the Leased Property, except as otherwise specifically provided herein, for the equal and proportionate benefit of the owners of the Certificates, and will disburse moneys received by it in accordance with the Indenture; and

WHEREAS, all things necessary to make the 2019 Certificates, when executed and delivered by the Trustee as provided in this 2019 Supplemental Indenture, legal, valid and binding proportionate interests in the Base Rentals and other revenues, as herein provided, and to constitute the Indenture a valid, binding and legal instrument for the security of the 2019 Certificates in accordance with its terms, have been done and performed; and

WHEREAS, the net proceeds from the sale of the 2019 Certificates will be disbursed by the Trustee for the accomplishment of the Refunding Project, and the other purposes set forth herein.

NOW, THEREFORE, THIS 2019 SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that the Trustee, in consideration of the premises, the purchase of the Certificates by the Owners and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Certificates and all other amounts payable to the Owners with respect to the Certificates, to secure the performance and observance of all of the covenants and

conditions set forth in the Certificates and the Indenture, and to declare the terms and conditions upon and subject to which the Certificates are executed, delivered and secured, has executed and delivered this Indenture and has granted, assigned, pledged, bargained, sold, alienated, remised, released, conveyed, set over and confirmed, and by these presents does grant, assign, pledge, bargain, sell, alienate, remise, release, convey, set over and confirm, in trust upon the terms set forth herein all and singular the following described property, franchises and income, including any title or interest therein acquired after these presents, all and singular the following described property, franchises and income, including any title therein acquired after these presents (collectively, the "Trust Estate"):

(a) all rights, title and interest of the Trustee in, to and under the Ground Lease and the Lease (other than the Trustee's rights to payment of its fees and expenses under the Ground Lease and the Lease and the rights of third parties to Additional Rent payable to them under the Lease);

(b) all Revenues and any other receipts receivable by or on behalf of the Trustee pursuant to the Lease, including, without limitation, all Base Rentals, Prepayments, the Purchase Option Price and Net Proceeds; and

(c) all money and securities from time to time held by the Trustee under this Indenture in the Base Rentals Fund and the Costs of Execution and Delivery Fund (but not the Rebate Fund or any defeasance escrow fund or account), any and all other property, revenues or funds from time to time hereafter by delivery or by writing of any kind specially granted, assigned or pledged as and for additional security hereunder, by any Person in favor of the Trustee, which shall accept any and all such property and hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD IN TRUST, NEVERTHELESS, the Trust Estate for the equal and ratable benefit and security of all Owners of the Certificates, without preference, priority or distinction as to lien or otherwise of any one Certificate over any other Certificate upon the terms and subject to the conditions hereinafter set forth.

PROVIDED, HOWEVER, that if the principal of the Certificates, the premium, if any, and the interest due or to become due thereon, shall be paid at the times and in the manner mentioned in the Certificates, according to the true intent and meaning thereof, and if there are paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then, upon such final payments, this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture shall be and remain in full force and effect.

THIS 2019 SUPPLEMENTAL INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Certificates are to be executed and delivered and all said property, rights, interests, revenues and receipts hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Trustee has agreed and covenanted, and does hereby agree and covenant, for the benefit of the Owners, as follows:

ARTICLE I

DEFINITIONS AND APPLICABILITY OF INDENTURE

Section 1.01. Definitions Generally. Unless the context clearly requires otherwise, all words and phrases defined in the Lease, Ground Lease and the Indenture shall have the same meanings in this 2019 Supplemental Indenture and the Indenture.

Section 1.02. 2019 Supplemental Indenture Definitions. For all purposes of the Indenture and the Lease, the following terms, except where the context indicates otherwise, shall have the respective meanings set forth below:

“Refunded Certificates” means, for purposes of this 2019 Supplemental Indenture only, the 2010B Certificates maturing on and after December 1, 20[___], to be refunded, paid and discharged pursuant to the Refunding Project.

“Refunding Project” means the undertaking to refund, pay and discharge the Refunded Certificates by depositing money into the Escrow Account, and paying expenses incidental thereto, as provided in this 2019 Supplemental Indenture and the Escrow Agreement.

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

“2019 Certificates” means the “Refunding Certificates of Participation, Series 2019”, dated May [___], 2019, executed and delivered pursuant to this 2019 Supplemental Indenture.

“2019 Escrow Account” means the special account created under Section 6.01 of this 2019 Supplemental Indenture.

“2019 Escrow Agreement” means the Escrow Agreement of even date herewith entered into by the City and the Trustee, as escrow agent, in connection with the Refunding of the Refunded Certificates.

“2019 Ground Lease Amendment” means the First Amendment to Ground Lease Agreement dated as of May [___], 2019, between the City, as lessor, and the Trustee, as lessee.

“2019 Lease Amendment” means the First Amendment to Lease Purchase Agreement dated as of May [___], 2019, between the City, as lessee, and the Trustee, as lessor.

“2019 Supplemental Indenture” means this First Supplement to Indenture of Trust dated as of May [___], 2019, executed and delivered by the Trustee.

“Unrefunded Certificates” means the 2010B Certificates that will remain outstanding after the Refunding.

Section 1.03. Amendments to Definitions in Indenture. Definitions in the Indenture of the following terms are hereby amended as follows:

Clause (iii) in the definition of “Authorized Denominations” shall be amended to read: denominations of \$5,000 or integral multiples thereof.”

“Certificates” means (i) the Certificates of Participation, Series 2010B, issued pursuant to the terms of the Indenture; and (ii) the Certificates of Participation, Series 2019 issued pursuant to the terms of this 2019 Supplemental Indenture.

Section 1.03. 2019 Supplemental Indenture. This 2019 Supplemental Indenture amends and supplements the Indenture and is entered into in accordance with the provisions thereof.

Section 1.04. Applicability of the Indenture. Except as otherwise provided herein, the provisions of the Indenture govern the 2019 Certificates notwithstanding the defeasance or payment in full of the 2010B Certificates, except that the date or dates of the 2019 Certificates, the rate or rates of interest on the 2019 Certificates, provisions for the redemption of the 2019 Certificates and any other specific provisions concerning and exclusive to the 2019 Certificates shall be as set forth in this 2019 Supplemental Indenture. In addition, specific provisions concerning and exclusive to the 2010B Certificates shall apply solely to the 2010B Certificates.

For all purposes of the Indenture and the Lease, (i) the “Project” shall include the 2010 Project; (ii) the “Leased Property” shall mean and include the 2019 Leased Property, as shown in Exhibits A and C to the Lease, as amended, whether or not being financed or refinanced with the 2019 Certificates; and (iii) the “Certificates” shall mean and include, after giving effect to the Refunding Project, the 2019 Certificates as well as the Unrefunded Certificates.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF THE 2019 CERTIFICATES

Section 2.01. Amount of the 2019 Certificates; Nature of the 2019 Certificates. The aggregate original principal amount of 2019 Certificates that may be executed and delivered pursuant to this Indenture shall be \$[_____] Additional Certificates may be executed and delivered pursuant to this Indenture in accordance with Section 2.08 hereof.

The Certificates evidence proportionate interests in the Revenues. The Certificates shall constitute a contract between the Trustee and the Owners. In no event shall any decision by the Council not to appropriate any amounts payable under the Lease be construed to constitute an action impairing such contract.

The Certificates shall not constitute a mandatory charge or requirement of the City in any ensuing Fiscal Year beyond the current Fiscal Year, and shall not constitute or give rise to a general obligation or other indebtedness of the City or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City, within the meaning of any constitutional or statutory debt provision or limitation. No provision of the Certificates shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. The execution and delivery of the Certificates shall not directly or indirectly obligate the City to renew the Lease from Fiscal Year to Fiscal Year or to make any payments beyond those appropriated for the City's then current Fiscal Year.

Section 2.02. Forms, Denominations, Maturities and Other Terms of the 2019 Certificates. The 2019 Certificates shall be in substantially the form attached hereto as Exhibit A.

Each series of the 2019 Certificates shall be executed and delivered in fully registered form in Authorized Denominations not exceeding the aggregate principal amount stated to mature on any given date. Each series of the 2019 Certificates shall be numbered consecutively in such manner as the Trustee shall determine; provided that while the 2019 Certificates are held by a Depository, one 2019 Certificate shall be executed and delivered for each maturity bearing interest at the same interest rate as the Outstanding 2019 Certificates of such maturity.

The 2019 Certificates are issued under the authority of the Supplemental Act and shall so recite. Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of the 2019 Certificates after their delivery for value.

The 2019 Certificates shall be dated May [____], 2019.

The 2019 Certificates shall mature on the dates and in the amounts, with interest thereon at the rates, set forth below:

Maturity Date <u>(December 1)</u>	Principal <u>Amount</u>	Interest <u>Rate</u>
--------------------------------------	----------------------------	-------------------------

The 2019 Certificates shall bear interest from their date to maturity or prior redemption at the rates per annum set forth above, payable on each Interest Payment Date and calculated on the basis of a 360-day year of twelve 30-day months.

The payment of principal, premium, if any, and interest represented by the Certificates shall be made in lawful money of the United States of America.

Each series of the 2019 Certificates shall be subject to redemption prior to maturity, all as provided in Article 4 hereof.

Except for any Certificates for which DTC is acting as Depository or for an Owner of \$1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on all Certificates shall be payable to the Owner thereof at its address last appearing on the registration books maintained by the Trustee. In the case of any Certificates for which DTC is acting as Depository, the principal of, premium, if any, and interest on such Certificates shall be payable as directed in writing by the Depository. In the case of an Owner of \$1,000,000 or more in aggregate principal amount of Certificates, the principal of, premium, if any, and interest on such Certificates shall be payable by wire transfer of funds to a bank account designated by the Certificate Owner in written instructions to the Trustee.

Interest shall be paid to the Owner of each 2019 Certificate, as shown on the registration books kept by the Trustee, as of the close of business on the Regular Record Date, irrespective of any transfer of ownership of 2019 Certificates subsequent to the Regular Record Date and prior to such Interest Payment Date, or on a special record date, which shall be fixed by the Trustee for such purpose, irrespective of any transfer of ownership of 2019 Certificates subsequent to such special record date and prior to the date fixed by the Trustee for the payment of such interest. Notice of the special record date and of the date fixed for the payment of such interest shall be given by providing a copy thereof by first class mail postage prepaid at least ten (10) days prior to the special record date, to the Owner of each 2019 Certificate upon which interest will be paid, determined as of the close of business on the day preceding the giving of such notice..

Section 2.03. Execution of the 2019 Certificates. The manual signature of a duly authorized officer or employee of the Trustee shall appear on each 2019 Certificate. Any 2019 Certificate shall be deemed to have been executed by a duly authorized representative of the Trustee if signed by the Trustee Representative, but it shall not be necessary that the same officer or employee of the Trustee sign all of the 2019 Certificates issued hereunder. In case any officer

or employee of the Trustee whose signature shall appear on any 2019 Certificates shall cease to be such officer or employee before delivery of such 2019 Certificates, such signature shall nevertheless be valid and sufficient for all purposes hereof, the same as if he or she had remained in office until delivery.

Section 2.04. Incontestable Recital in 2019 Certificates. Each 2019 Certificate shall recite that it is issued under the authority of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the 2019 Certificates after their delivery for value.

Section 2.05. Effect of Execution. No 2019 Certificate shall be valid or obligatory for any purpose or entitled to any security or benefit under the Indenture unless and until executed in the manner prescribed by Section 2.03 of this 2019 Supplemental Indenture, and such execution shall be conclusive evidence that such 2019 Certificates have been properly issued and delivered hereunder.

Section 2.06. Form of 2019 Certificates. The 2019 Certificates shall be substantially in the form set forth in Exhibit A to this 2019 Supplemental Indenture (provided that any portion of the 2019 Certificate text may, with appropriate reference, be printed on the back of the 2019 Certificates), with such appropriate variations, omissions and insertions as may be required by the circumstances, or as may be permitted or required hereby. Temporary 2019 Certificates may be executed and delivered pending the preparation of 2019 Certificates in definitive form.

Section 2.07. Delivery of the 2019 Certificates. Upon the execution and delivery of this 2019 Supplemental Indenture, the Trustee shall execute and deliver the 2019 Certificates to the original purchasers thereof as hereinafter in this Section provided.

(a) Prior to the delivery by the Trustee of any of the 2019 Certificates, there shall be filed with the Trustee:

(i) originally executed counterparts of this 2019 Supplemental Indenture;

(ii) originally executed counterparts of the 2019 Lease Amendment, which shall have appended thereto a revised Exhibit B to the Lease showing the recalculated Base Rentals reflecting the Refunding of the Refunded Certificates and the issuance of the 2019 Certificates;

(iii) originally executed counterparts of the 2019 Ground Lease Amendment;

(iv) a certified copy of the ordinance adopted by the City Council authorizing the execution and delivery of the 2019 Lease;

(v) a written opinion of nationally recognized municipal bond counsel to the effect that the issuance of the 2019 Certificates and the execution thereof have been duly authorized, that all conditions precedent to the delivery thereof

have been fulfilled, and that the issuance, sale and delivery of the 2019 Certificates will not constitute a default under the Lease or the Indenture nor cause any violation of the covenants or representations in the Lease or the Indenture;

(vi) evidence that the amount of the title insurance policies then in effect as required by the Lease reflect the amount of the Certificates Outstanding following the issuance of the 2019 Certificates and the Refunding;

(vii) a certificate executed by the City Representative stating that the Lease Term is in effect, and that there is not then in existence an Event of Nonappropriation or an Event of Default under the Lease; and

(viii) an opinion of Special Counsel addressed to the Trustee (or a reliance letter relating thereto) to the effect that, upon the making of the required deposit to the Escrow Account, the Refunded Certificates shall be legally defeased.

(b) Thereupon, the Trustee shall deliver the 2019 Certificates to the original purchaser thereof, upon payment to the Trustee of the sum specified in the Certificate Purchase Agreement, net of any amounts wired to the Trustee to pay the costs of issuing the 2019 Certificates.

ARTICLE III

DISPOSITION OF PROCEEDS OF 2019 CERTIFICATES

Section 3.01. Source of Payment of 2019 Certificates; Disposition of Proceeds of 2019 Certificates. All payments by the City under the Lease shall be currently budgeted and appropriated expenditures within and for the City's then current Fiscal Year, all as provided in Sections 4.1, 4.2, 6.1, 6.2 and 6.4 of the Lease. The City's obligation to make payments under the Lease are from year to year only and do not constitute a mandatory charge or requirement in any ensuing Fiscal Year beyond the then current Fiscal Year. The 2019 Certificates shall be payable solely from Revenues received by the Trustee, and do not constitute a general obligation or other indebtedness of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect City debt or other financial obligation whatsoever. Revenues, when, as, and if received by the Trustee, shall be held under the Indenture for payment of the principal of, premium, if any, and interest on the 2019 Certificates as provided in the Indenture.

The net proceeds of the 2019 Certificates shall be accounted for as follows:

(a) \$[] shall be deposited into the 2019 Escrow Account to effect the Refunding Project; and

(b) \$[] of the proceeds of the 2019 Certificates shall be paid to the Trustee and deposited to the 2019 Costs of Execution and Delivery Fund pursuant to Section 3.02 hereof to pay the costs of execution and delivery of the 2019 Certificates;

Section 3.02. 2019 Costs of Execution and Delivery Fund. A special fund is hereby created and established with the Trustee and denominated the "2019 Costs of Execution and Delivery Fund." Upon the delivery of the 2019 Certificates, there shall be deposited into the 2019 Costs of Execution and Delivery Fund from the proceeds of the 2019 Certificates the amounts directed by Section 3.01 hereof and the Underwriter shall deliver to the Trustee a closing memorandum detailing the anticipated amounts of Costs of Execution and Delivery. Payments from the 2019 Costs of Execution and Delivery Fund shall be made by the Trustee upon receipt of a requisition in the form set forth in Exhibit B hereto. Amounts on deposit in the 2019 Costs of Execution and Delivery Fund shall remain uninvested.

The Trustee shall transfer all moneys remaining in the 2019 Costs of Execution and Delivery Fund to the credit of the City upon the final payment of all Costs of Execution and Delivery, as certified in writing by the City Representative.

ARTICLE IV

REDEMPTION OF 2019 CERTIFICATES

Section 4.01. Redemption. The 2019 Certificates are subject to redemption prior to their respective maturities as set forth below:

(a) The 2019 Certificates maturing on and after December 1, 20[] may be called for redemption on December 1, 20[], or any date thereafter at the option of the City, in whole or in part in Authorized Denominations in such order of maturity as directed by the City, and by lot within a maturity in such manner as the Trustee shall determine (giving proportionate weight to 2019 Certificates in Authorized Denominations larger than \$5,000), for a redemption price equal to 100% of the principal amount so redeemed plus accrued interest to the redemption date.

(b) The 2019 Certificates shall be called for extraordinary mandatory redemption in the event that the Lease Term is terminated by reason of the occurrence of an Event of Nonappropriation or an Event of Default under the Lease, as further provided in Section 4.03 of the Indenture. If called for redemption pursuant to this paragraph, the 2019 Certificates shall be redeemed as provided in Section 4.03 of the Indenture).

A portion of any 2019 Certificate may be redeemed, in which case the Trustee shall, without charge to the owner of such Certificate, execute and deliver a replacement 2019 Certificate or Certificates of the same maturity and of an Authorized Denomination.

When 2019 Certificates are to be redeemed in part, the schedule of Base Rentals set forth in **Exhibit B** to the Lease shall be recalculated by the Trustee to reflect the effect of such partial redemption.

ARTICLE V

AMENDMENTS TO INDENTURE

Creation of Escrow Account. Article III of the Indenture is hereby amended by the addition of a new Section 3.10, as follows:

Section 3.10.

B. The 2019 Escrow Account. A special account is hereby created and established, to be held under the control of the Trustee pursuant to the Escrow Agreement, and to be designated as the “City of Grand Junction, Colorado, 2019 Lease Purchase Agreement, Escrow Account” (the “Escrow Account”). There shall be irrevocably deposited into the Escrow Account from the proceeds of the sale of the 2019 Certificates the amount specified in Section 3.01(b) of this 2019 Supplemental Indenture, sufficient, together with any other moneys available therefor and deposited therein to establish an initial cash balance and to purchase the Federal Securities, all as provided in the Escrow Agreement. The Escrow Account shall be maintained and invested and moneys shall be withdrawn therefrom as provided in the Escrow Agreement. Any amounts remaining in the Escrow Account after redemption of all of the Refunded Certificates (as defined in the 2019 Supplemental Indenture) shall be repaid to the City pursuant to the Escrow Agreement, and the City may use such moneys for any lawful purpose.

Section 5.02. Moneys to be Held in Trust. Section 3.07 of the Indenture is hereby amended to provide that moneys held in the Escrow Account and the 2019 Escrow Account shall be held for the benefit of the owners of the Refunded Certificates as provided in the Escrow Agreement and the 2019 Escrow Agreement and not for the benefit of the Certificate Owners.

Section 5.03. Repayment to the City from the Trustee. Section 3.09 of the Indenture is hereby amended to provide that moneys held in the Escrow Account and the 2019 Escrow Account shall not be paid to the City upon the expiration or sooner termination of the Lease Term as a return of an overpayment of Base Rentals unless and until the Refunded Certificates have been paid in full.

Section 5.04. Amendment to Exhibits. The Exhibits A and B to the Indenture setting forth the Forms of the Certificates is hereby amended to include **Exhibit A** to this 2019 Supplemental Indenture.

ARTICLE VI

MISCELLANEOUS SUPPLEMENTAL PROVISIONS

Section 6.01. Trustee Acknowledgment. The Trustee hereby acknowledges that it has consented to the amendments to the Lease and the Indenture which are contained in the 2019 Lease Amendment, the 2019 Ground Lease Amendment, and the 2019 Supplemental Indenture, respectively. Such amendments have been entered into pursuant to Sections 9.01 and 9.03 of the Indenture.

Section 6.02. Undertakings to Provide Continuing Disclosure. Pursuant to Section 11.6 of the Lease, the City has undertaken to provide continuing disclosure for the benefit of the Owners of the 2019 Certificates pursuant to Section (b)(5)(i) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The Trustee shall have no obligation to examine or review the Annual Financial Information and shall have no duty to verify the accuracy or completeness of the Annual Financial Information.

Notwithstanding any other provision of the Indenture, failure of the City to comply with Section 11.6 of the Lease shall not be considered an Event of Default and the rights and remedies provided by the Indenture upon the occurrence of an Event of Default shall not apply to any such failure. Section 11.6 of the Lease shall be enforceable only by specific performance, by any Owner of the 2019 Certificates as further described in Section 11.6 of the Lease. However, the Trustee shall have no power or duty to enforce the obligations of the City under Section 11.6 of the Lease.

Section 6.03. Pledge of Revenues. The creation, perfection, enforcement and priority of the pledge of revenues to secure or pay the 2019 Certificates as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and the Indenture. The revenues pledged for the payment of the 2019 Certificates, as received by or otherwise credited to the Lessor or the Trustee, shall immediately be subject to the lien of such pledge without any physical delivery, filing or further act. The lien of such pledge on the revenues pledged for payment of the 2019 Certificates and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the Lessor or the Trustee. The lien of such pledge shall be valid, binding and enforceable as against all persons having claims of any kind in tort, contract or otherwise against the Lessor or the Trustee irrespective of whether such persons have notice of such liens.

Section 6.04. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board of Directors of the Lessor, or any officer or agent of the Lessor acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the 2019 Certificates. Such recourse shall not be available either directly or indirectly through the Board of Directors of the Lessor or the Lessor, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the 2019 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling such certificate specifically waives any such recourse.

Section 6.05. Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this 2019 Supplemental Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

Section 6.06. Severability. In the event any provision of this 2019 Supplemental Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.07. Governing Law. This 2019 Supplemental Indenture shall be governed and construed in accordance with the law of the State of Colorado.

Section 6.08. Execution in Counterparts. This 2019 Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee has caused this 2019 Supplemental Indenture to be executed all as of the date first above written.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
as Trustee

Title: Vice President, Zions Bank Division

EXHIBIT A
FORM OF CERTIFICATES
(Form of 2019 Certificate)

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

**REFUNDING CERTIFICATE OF PARTICIPATION,
SERIES 2019**

**Evidencing Proportionate Interests in the Base Rentals and other Revenues under
a Lease Purchase Agreement dated as of December 1, 2010, as amended
between Zions Bancorporation, National Association, solely in its capacity as
trustee under the Indenture, as lessor, and
CITY OF GRAND JUNCTION, COLORADO, as lessee**

No. R-_____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
%	December 1, 20__	May [___], 2019	

Registered Owner: CEDE & CO.

Principal Amount: THOUSAND DOLLARS

THIS CERTIFIES THAT the Registered Owner (specified above), or registered assigns, as the Registered Owner (the "Owner") of this Certificate of Participation, together with all other Refunding Certificates of Participation, Series 2019, in the original aggregate principal amount of \$[_____] (the "2019 Certificates"), is the Owner of a proportionate interest in the right to receive certain designated Revenues, including Base Rentals, under and as defined in the Lease Purchase Agreement, dated as of December 1, 2010, as amended by the First Amendment to Lease Purchase Agreement dated as of May [___], 2019 (as amended, the "Lease"), between Zions Bancorporation, National Association, as trustee (the "Trustee"), as

lessor, and the City of Grand Junction, Colorado (the “City”), as lessee, and the Indenture of Trust, dated as of December 1, 2010, as supplemented by the First Supplement to Indenture of Trust dated as of May [], 2019 (as so supplemented, the “Indenture”), by the Trustee. All terms capitalized but not defined herein shall have the meanings given to them in the Indenture.

Under the Ground Lease, certain Leased Property described therein (the “Leased Property”) has been leased by the City, as lessor, to the Trustee, as lessee. Under the Lease, the Leased Property has been leased back by the Trustee, as lessor, to the City, as lessee, and the City has agreed to pay directly to the Trustee Base Rentals in consideration of the City’s right to possess and use the Leased Property. Certain Revenues, including Base Rentals, are required under the Indenture to be distributed by the Trustee for the payment of the 2019 Certificates and interest thereon. The Lease is subject to annual appropriation, non-renewal and, in turn, termination by the City.

This 2019 Certificate has been executed and delivered pursuant to the terms of the Indenture. Reference is hereby made to the Ground Lease, the Lease and the Indenture (copies of which are on file in the offices of the Trustee) for a description of the terms on which the 2019 Certificates are delivered, and the rights thereunder of the Owners of the 2019 Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the City under the Ground Lease and the Lease, to all of the provisions of which Ground Lease, Lease and Indenture the Owner of this 2019 Certificate, by acceptance hereof, assents and agrees.

Additional Certificates may be executed and delivered pursuant to the Indenture without consent of or notice to the owners of the 2019 Certificates and upon the satisfaction of certain conditions and limitations. Such Additional Certificates, together with the 2019 Certificates, are referred to herein as the “Certificates.” Additional Certificates will evidence interests in rights to receive Revenues, including Base Rentals, without preference, priority or distinction of any Certificates, including the 2019 Certificates, over any others, however, insurance and other credit facilities may be applicable only to particular series of Certificates or portions thereof.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture may be amended by the Trustee with the written consent of the Owners of a majority in aggregate principal amount of the Certificates outstanding, and may be amended without such consent under certain circumstances described in the Indenture but in no event such that the interests of the Owners of the Certificates are materially adversely affected, provided that no such amendment is to impair the right of any Owner to receive in any case such Owner’s proportionate share of any payment of Revenues in accordance with the terms of such Owner’s Certificate.

THE OWNER OF THIS 2019 CERTIFICATE IS ENTITLED TO RECEIVE, SUBJECT TO THE TERMS OF THE LEASE, THE PRINCIPAL AMOUNT (SPECIFIED ABOVE), ON THE MATURITY DATE (SPECIFIED ABOVE), AND IS ENTITLED TO RECEIVE INTEREST ON THE PRINCIPAL AMOUNT AT THE INTEREST RATE (SPECIFIED ABOVE). The interest hereon is payable at the interest rate from the Dated Date (specified above) on June 1, 20[], and semiannually thereafter on December 1 and June 1 in each year (the “Interest Payment Dates”) and thereafter (A) from the Execution Date (specified below), if this 2019 Certificate is executed on an Interest Payment Date or (B) from the last preceding

Interest Payment Date to which interest has been paid in all other cases, until the Principal Amount is paid as set forth herein. Interest is to be calculated on the basis of a 360-day year consisting of twelve 30-day months.

THIS 2019 CERTIFICATE IS PAYABLE SOLELY FROM THE BASE RENTALS PAYABLE TO THE TRUSTEE PURSUANT TO THE LEASE AND OTHER REVENUES AS DEFINED IN THE INDENTURE. NEITHER THE LEASE, THIS 2019 CERTIFICATE, THE CERTIFICATES, INCLUDING THE 2010B CERTIFICATES, OR THE OBLIGATION OF THE CITY TO PAY BASE RENTALS OR ADDITIONAL RENTALS CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY OR A MULTIPLE FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION. NEITHER THE LEASE NOR THE CERTIFICATES, INCLUDING THE 2019 CERTIFICATES, HAVE DIRECTLY OR INDIRECTLY OBLIGATED THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR.

As long as Cede & Co., as the nominee for The Depository Trust Company, New York, New York ("DTC") is the Owner hereof, the Principal Amount or redemption price hereof and interest hereon are payable by wire transfer as directed by DTC in writing to the Trustee. If not executed and delivered in book-entry form, the Principal Amount or redemption price hereof and interest hereon are payable by check or draft mailed to the Owner at its address last appearing on the registration books maintained by the Trustee or, in the case of Owners of \$1,000,000 or more in aggregate principal amount of the 2019 Certificates, by wire transfer of funds to a bank account designated by the Owner in written instructions furnished to the Trustee.

Interest hereon is payable to the Owner, as shown on the registration books kept by the Trustee as of the close of business on the "regular record date," which is the 15th day of the calendar month immediately preceding the month of the Interest Payment Date (or the Business Day immediately preceding such 15th day, if such 15th day is not a Business Day) or on a "special record date" established in accordance with the Indenture. The Trustee may treat the Owner of this 2019 Certificates appearing on the registration books maintained by the Trustee as the absolute owner hereof for all purposes and is not to be affected by any notice to the contrary. The Principal Amount or redemption price hereof and interest hereon are payable in lawful money of the United States of America.

This 2019 Certificate is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, on the registration books kept at the corporate trust office of the Trustee. Upon such transfer, a new fully registered 2019 Certificate of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be executed and delivered to the transferee in exchange for this 2019 Certificate, all upon payment of the charges and subject to the terms and conditions set forth in the Indenture. The Trustee may deem and treat the person in whose name this 2019 Certificate is registered as the absolute owner hereof, whether or not this 2019 Certificate shall be overdue, for the purpose of receiving payment and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Redemption Provisions.

Optional Redemption. The 2019 Certificates maturing on and after December 1, 20[] may be called for redemption on December 1, 20[], or any date thereafter at the option of the City, in whole or in part in Authorized Denominations in such order of maturity as directed by the City, and by lot within a maturity in such manner as the Trustee shall determine (giving proportionate weight to 2019 Certificates in Authorized Denominations larger than \$5,000), for a redemption price equal to 100% of the principal amount so redeemed plus accrued interest to the redemption date..

Extraordinary Mandatory Redemption. If the Lease is terminated by reason of the occurrence of (a) an Event of Nonappropriation, or (b) an Event of Lease Default, or (c) the Trustee, at the direction of the City, fails to repair or replace the Leased Property if: (1) the Leased Property is damaged or destroyed in whole or in part by fire or other casualty; (2) title to, or the temporary or permanent use of, the Leased Property, or any portion thereof, has been taken by eminent domain by any governmental body; (3) breach of warranty or any material defect with respect to the Leased Property becomes apparent; or (4) title to or the use of all or any portion of the Leased Property is lost by reason of a defect in title thereto, and the Net Proceeds (as defined in the Lease) of any insurance, performance bond or condemnation award, or Net Proceeds received as a consequence of defaults under contracts relating to the Leased Property, made available by reason of such occurrences, are insufficient to pay in full, the cost of repairing or replacing the Leased Property and the City does not appropriate sufficient funds for such purpose or cause the Lease to be amended in order that Additional Certificates may be executed and delivered pursuant to the Indenture for such purpose, the Certificates, including the 2019 Certificates, are required to be called for redemption. If called for redemption, as described herein, the Certificates are to be redeemed in whole on such date or dates as the Trustee may determine, for a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date (subject to the availability of funds as described below).

If the Net Proceeds, including the Net Proceeds from the exercise of any Lease Remedy under the Lease, otherwise received and other moneys then available under the Indenture are insufficient to pay in full the principal of and accrued interest on all Outstanding Certificates, the Trustee may, or at the request of the Owners of a majority in aggregate principal amount of the Certificates Outstanding, and upon indemnification as to costs and expenses as provided in the Indenture, without any further demand or notice, is to exercise all or any combination of Lease Remedies as provided in the Lease and the Certificates are to be redeemed by the Trustee from the Net Proceeds resulting from the exercise of such Lease Remedies and all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates.

If the Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are insufficient to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are to be allocated proportionately among the Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are in excess of the amount required to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such excess moneys are to be paid to the City as an

overpayment of the Purchase Option Price in respect of the Leased Property. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, the Trustee is entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such Lease Remedies and other moneys.

IF THE CERTIFICATES, INCLUDING THE 2019 CERTIFICATES, ARE REDEEMED FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED TO THE REDEMPTION DATE, SUCH PARTIAL PAYMENT IS DEEMED TO CONSTITUTE A REDEMPTION IN FULL OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PAYMENT NO OWNER OF SUCH CERTIFICATES, INCLUDING THE 2019 CERTIFICATES, SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST THE TRUSTEE OR THE CITY.

Partial Redemption. The Certificates shall be prepaid only in integral multiples of \$5,000. The Trustee shall treat any Certificate of denomination greater than \$5,000 as representing that number of separate Certificates each of the denomination of \$5,000 as can be obtained by dividing the actual principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, the Trustee shall execute and deliver to the Owner thereof, at no expense of the Owner, a new Certificate or Certificates of Authorized Denominations in an aggregate principal amount equal to the unredeemed portion of the Certificates so surrendered.

Notice of Redemption. Whenever Certificates are to be redeemed under any provision of the Indenture, the Trustee shall, not less than thirty (30) and not more than sixty (60) days prior to the redemption date (except for any Extraordinary Mandatory Redemption, which notice shall be immediate), mail notice of redemption to all Owners of all Certificates to be redeemed at their registered addresses, by first class mail, postage prepaid, or in the event that the Certificates to be redeemed are registered in the name of the Depository, such notice may, in the alternative, be given by electronic means in accordance with the requirements of the Depository. In addition, the Trustee shall at all reasonable times make available to the City and any Certificate Owner, including the Depository, if applicable, information as to Certificates which have been redeemed or called for redemption. Any notice of redemption shall: (a) identify the Certificates to be redeemed; (b) specify the redemption date and the redemption price; (c) (in the event of any optional redemption) state that the City has given notice of its intent to exercise its option to purchase or prepay Base Rentals under the Lease; (d) state that such redemption is subject to the deposit of the funds related to such option by the City on or before the stated redemption date; and (e) state that on the redemption date the Certificates called for redemption will be payable at the principal corporate trust office of the Trustee and that from that date interest will cease to accrue. The Trustee may use "CUSIP" numbers in notices of redemption as a convenience to Certificate Owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Certificates or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established pursuant to this Indenture.

This 2019 Certificate is issued under the authority of Part 2 of Article 57, Title 11, Colorado Revised Statutes (the "Supplemental Act"). Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of this 2019 Certificate after its delivery for value.

This 2019 Certificate is issued with the intent that the laws of the State of Colorado shall govern its legality, validity, enforceability and construction. This 209 Certificate is authorized and issued under the authority of and in full conformity with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling.

This 2019 Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease or the Indenture, until executed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all things, conditions and acts required by the Constitution and the statutes of the State and the Indenture to exist, to have happened and to have been performed precedent to and the execution and delivery of this 2019 Certificate, do exist, have happened and have been performed in due time, form and manner, as required by law.

IN WITNESS WHEREOF, this 2019 Certificate has been executed with the manual signature of an authorized representative of the Trustee.

Execution Date: [____], 2019.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By: _____
Vice President, Zions Bank Division

(End of Form of 2019 Certificate)

(Form of Assignment)

ASSIGNMENT

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

Dated: _____

Signature Guaranteed:

Signature(s) must be guaranteed by a member of the
Medallion Signature Program

Address of Transferee:

Social Security or other tax
identification number of transferee:

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

(End of Form of Assignment)

(Form of Prepayment Panel)

PREPAYMENT PANEL

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

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

(End of Form of Prepayment Panel)

(Form of Statement of Insurance)

STATEMENT OF INSURANCE

[to be provided if insurance is obtained]

(End of Form of Statement of Insurance)

EXHIBIT B

FORM OF COSTS OF EXECUTION AND DELIVERY REQUISITION

REQUISITION NO. _____

To: Zions Bancorporation, National Association, as Trustee
Attention: Corporate Trust Department

The undersigned City Representative (the "City Representative") of the City of Grand Junction, Colorado (the "City"), as the lessee's representative under the Lease Purchase Agreement, dated as of December 1, 2010, as amended (the "Lease"), between Zions Bancorporation, National Association (formerly Zions First National Bank), as trustee, as lessor, and the City, as lessee, hereby requisitions the following sum from the 2019 Costs of Execution and Delivery Fund established under the First Supplement to Indenture of Trust, dated as of May [], 2019 (the "First Supplement"), entered into by you, as Trustee, and in connection with such request, certifies as follows:

Amount: \$ _____

Name and Address of Payee:

Describe Nature of Obligation:

The City Representative further certifies that:

(a) the obligation described above has been properly incurred, is a proper charge against the applicable Costs of Execution and Delivery Fund and has not been the basis of any previous withdrawal or requisition;

(b) all conditions required by the Lease and the Indenture to be met prior to the disbursement of the above amount have been satisfied; and

(c) the disbursement requested is due and payable and will be used for the "Costs of the Execution and Delivery" permitted under the Lease and the Indenture;

CITY OF GRAND JUNCTION, COLORADO

Date: _____ By: _____
City Representative

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. []

AN ORDINANCE AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING CERTIFICATES OF PARTICIPATION; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO A GROUND LEASE AND LEASE PURCHASE AGREEMENT AND APPROVAL OF CERTAIN OTHER DOCUMENTS AND MATTERS RELATED THERETO; AND AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY THERETO.

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

Section 1. Recitals:

(A) The City of Grand Junction, Colorado (the “City”), is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the City (the “Charter”).

(B) Members of the City Council of the City (the “City Council”) have been duly elected or appointed and qualified.

(C) The City has the power, pursuant to Section 2(f) of the Charter and Sections 31-1-102 and 31-15-713(c) of the Colorado Revised Statutes, as amended, to lease any real estate owned by the City, together with any facilities thereon, when deemed by the City Council to be in the best interest of the City.

(D) Pursuant to such authority, and in order to construct certain public improvements of the City (the “2010 Project” as further described below), the City previously entered into a Ground and Improvement Lease Agreement, dated as of December 1, 2010, pursuant to which the City leased to Zions Bancorporation, National Association (formerly known as Zions First National Bank) (the “Trustee”), acting solely in its capacity as trustee under an Indenture of Trust as hereafter described (the “2010 Ground Lease”), certain real property owned by the City (“Parcel I” and “Parcel II” or, collectively, the “Leased Property”), which Leased Property was leased back to the City by the Trustee pursuant to the terms of a Lease Purchase Agreement dated as of December 1, 2010 (the “2010 Lease”).

(E) Parcel II has amortized under the terms of the 2010 Lease, and shall be released from the terms of the 2010 Lease such that the Leased Property shall consist solely of Parcel I (the Police Facility); and

(F) The consideration received by the City pursuant to the 2010 Ground Lease was held by the Trustee under an Indenture of Trust, executed by the Trustee, and dated as of December 1, 2010 (the “2010 Indenture”) and used for the completion of the 2010 Project.

(G) Pursuant to the 2010 Indenture there were executed and delivered certain Tax-Exempt Certificates of Participation, Series 2010A, (the “2010A Certificates”), in the original principal amount of \$4,900,000, and Taxable Certificates of Participation (Direct Pay Build America Bonds), Series 2010B (the “2010B Certificates”) in the original principal amount of \$30,000,000, each dated as of December 1, 2010.

(H) Proceeds of the 2010A Certificates and the 2010B Certificates were utilized to finance the construction of a new police facility and a new fire station within the City (the “2010 Project”).

(I) The 2010A Certificates are no longer outstanding under the terms of the 2010 Indenture, and the 2010B Certificates are currently outstanding in the aggregate principal amount of \$30,000,000.

(J) Pursuant to Section 2.08 of the 2010 Indenture, under certain conditions Additional Certificates may be executed and delivered under the terms of the 2010 Indenture for the purpose of, among other things, refunding or refinancing all or any portion of the 2010A Certificates or 2010B Certificates.

(K) Pursuant to Section 9.01 and 9.02 of the 2010 Indenture, the 2010 Indenture, the 2010 Ground Lease and the 2010 Lease may be amended, without the consent or notice to the Owners (as defined in the 2010 Indenture), to authorize the execution and delivery of Additional Certificates for the purposes and under the conditions set forth in Section 2.08 of the 2010 Indenture.

(L) The Council has determined, and now hereby determines, that it is in the best interest of the City and its inhabitants to amend the 2010 Indenture (the “First Supplement” or, together with the 2010 Indenture, the “Indenture”), the 2010 Lease (the “First Lease Amendment” or, together with the 2010 Lease, the “Lease”) and the 2010 Ground Lease (the “First Ground Lease Amendment” or, together with the 2010 Ground Lease, the “Ground Lease”) to (i) reflect the release of Parcel II from the 2010 Leased Property pursuant to Section 12.4 of the 2010 Lease and (ii) and to authorize the execution and delivery of certain Refunding Certificates of Participation, Series 2019 (the “2019 Certificates”), the proceeds of which shall be used to refund and discharge that portion of the 2010B Certificates as set forth in a sale certificate (the “Refunding Project”).

(M) Parcel I of the 2010 Leased Property will remain subject to the 2010 Lease, 2010 Ground Lease and 2010 Indenture, as each are amended (the “Leased Property”).

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

(O) The City’s obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the

City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect.

(P) The Trustee will execute and deliver the First Supplement, pursuant to which there is expected to be executed and delivered the 2019 Certificates, dated as of their date of delivery, that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease), shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the City to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect.

(Q) The net proceeds of the 2019 Certificates are expected to be used to provide funds in an amount sufficient to affect the Refunding Project.

(R) There has been presented to the Council and are on file at the City offices the following: (i) the proposed form of the First Ground Lease Amendment; (ii) the proposed form of the First Lease Amendment; (iii) the proposed form of the Continuing Disclosure Certificate to be provided by the City (the "Disclosure Certificate"); (iv) a form of Preliminary Official Statement (the "Preliminary Official Statement"); and (v) the Escrow Agreement.

(S) Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

(T) Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes (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.

(U) No member of the Council has any conflict of interest or is interested in any pecuniary manner in the transactions contemplated by this ordinance.

Section 2. Short Title.

This ordinance shall be known and may be cited by the short title "2019 COP Refunding Ordinance."

Section 3. Ratification and Approval of Prior Actions:

All action heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers, agents or employees of the Council or the City relating to the Ground Lease, the Lease, the implementation of the Refunding Project, the execution and delivery of the First Ground Lease Amendment, the First Lease Amendment, and the execution and delivery of the 2019 Certificates is hereby ratified, approved and confirmed.

Section 4. Finding of Best Interests:

The City Council hereby finds and determines, pursuant to the Constitution, the laws of the State of Colorado and the Charter, that the Refunding Project under the terms and provisions set forth in the First Ground Lease Amendment and the First Lease Amendment and the First Supplement is necessary, convenient and in furtherance of the City's purposes and is in the best interests of the inhabitants of the City and the City Council hereby authorizes and approves the same.

Section 5. Supplemental Act; Parameters:

The Council hereby elects to apply all of the Supplemental Act to the First Ground Lease Amendment and the First Lease Amendment and in connection therewith delegates to each of the President of the City Council (the "President"), the City Manager of the City (the "City Manager") or the Finance Director of the City (the "Finance Director") the independent authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i), Colorado Revised Statutes, in relation to the First Ground Lease Amendment and the First Lease Amendment, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including without limitation, the term of the Ground Lease, the rental amount to be paid by the Trustee pursuant to the Ground Lease, the term of the Lease and the rental amount to be paid by the City pursuant to the Lease, subject to the following parameters and restrictions:

- (a) the Ground Lease Term shall not extend beyond December 31, 2050;
- (b) the Lease Term shall not extend beyond December 31, 2040;
- (c) the aggregate principal amount of the Base Rentals payable by the City pursuant to the Lease shall not exceed \$32,000,000;
- (d) the maximum annual repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$2,500,000;
- (e) the maximum total repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed \$50,000,000;
- (f) the maximum net effective interest rate on the interest component of the Base Rentals relating to the 2019 Certificates shall not exceed 5.00%; and
- (g) the net present value savings to the City as a result of the Refunding Project shall be at least 3% of the refunded principal amount.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to each of the President, the City Manager or the Finance Director the independent authority to acknowledge a contract for the purchase of the 2019 Certificates between the Trustee and the Underwriter (as defined in the Indenture). In addition, each of the President, the City Manager or the Finance Director are hereby independently authorized to determine whether a reserve fund shall be funded for the 2019 Certificates, and if obtaining an insurance policy or a reserve fund

insurance policy for all or a portion of the 2019 Certificates is in the best interests of the City, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment. Each of the President, the City Manager or the Finance Director are also hereby independently authorized to determine if obtaining a reserve fund insurance policy for the 2019 Certificates is in the best interests of the City, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment.

The Council hereby agrees and acknowledges that the proceeds of the 2019 Certificates will be used to finance the costs of the Refunding Project and to pay other costs of issuance.

The City hereby consents to and acknowledges the execution and delivery of the First Supplement by the Trustee and the use of the proceeds of the 2019 Certificates to affect the Refunding Project.

Section 6. Approval of Documents:

The First Supplement, the First Ground Lease Amendment, the First Lease Amendment, the Disclosure Certificate and the Escrow Agreement, in substantially the forms presented to the Council and on file with the City, are in all respects approved, authorized and confirmed, and the President of the City Council is hereby authorized and directed for and on behalf of the City to execute and deliver the First Supplement, the First Ground Lease Amendment, the First Lease Amendment, the Disclosure Certificate and the Escrow Agreement in substantially the forms and with substantially the same contents as presented to the Council, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this ordinance.

Section 7. Approval of Official Statement:

A preliminary and final Official Statement, in substantially the form on file with the City, with such changes, updates and modifications as hereafter directed and approved by authorized officers of the City, is in all respects approved and authorized. The President is hereby authorized and directed, for and on behalf of the City, to execute and deliver the final Official Statement in substantially the form and with substantially the same content as the Preliminary Official Statement, with such changes as may be approved by the Finance Director. The distribution by the purchaser of the Preliminary Official Statement and the final Official Statement to all interested persons in connection with the sale of the 2019 Certificates is hereby ratified, approved and authorized.

Section 8. 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 and City Clerk and other appropriate officials or employees of the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates,

documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this ordinance. The appropriate officers of the City are authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this ordinance, and are specifically authorized and directed hereby to invest such funds in Permitted Investments as are defined and provided in the Indenture. The execution of any instrument by the aforementioned officers or members of the City Council shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof and thereof.

Section 9. No General Obligation Debt:

No provision of this ordinance, the Ground Lease, the Lease, the Indenture, the 2019 Certificates, the Preliminary Official Statement, or the final Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or home rule charter provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall have no obligation to make any payment with respect to the 2019 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither the Lease nor the 2019 Certificates shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of the Ground Lease, the Lease or the 2019 Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the 2019 Certificates shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

Section 10. Reasonableness of Rentals:

The Council hereby determines and declares that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section 5 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Council hereby determines and declares that the period during which the City has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Council hereby further determines that the amount of rental payments to be received by the City from the Trustee pursuant to the Ground Lease is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Ground Lease as provided therein.

Section 11. Exercise of Option; Direction to Trustee:

In order to affect the Refunding Project, the City Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem certain of the outstanding 2010B Certificates set forth in the Sale Certificate (the "Refunded Certificates") on the earliest applicable redemption date. The City hereby irrevocably instructs the Trustee to give notice of refunding and defeasance to the Owners of the Refunded Certificates as soon as practicable after the execution and delivery of the 2019 Certificates, in accordance with the provisions of the Indenture and the Escrow Agreement between the Authority and the Trustee, as escrow agent.

Section 12. 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, interest or prior redemption premiums on the 2019 Certificates. 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 2019 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling such certificate specifically waives any such recourse.

Section 13. Repealer:

All bylaws, orders, resolutions and ordinances of the City, or parts thereof, inconsistent with this ordinance or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed. All rules of the City Council, if any, which might prevent the final passage and adoption of this ordinance as an emergency measure at this meeting of the City Council be, and the same hereby are, suspended.

Section 14. Severability:

If any section, subsection, paragraph, clause or provision of this ordinance or the documents hereby authorized and approved (other than provisions as to the payment of Base Rentals by the City during the Lease Term, provisions for the quiet enjoyment of the Leased Property by the City during the Lease Term and provisions for the conveyance of the Leased Property to the City under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance or such documents, the intent being that the same are severable.

Section 15. Charter Controls:

Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance are hereby

superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and the Sale Certificate authorized hereby and such statutes. Any such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

Section 16. Effective Date, Recording and Authentication:

 This ordinance shall be in full force and effect 30 days after its final passage and final publication pursuant to Section 136 of Article XVI of the Charter.

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 17th DAY OF APRIL, 2019.

CITY OF GRAND JUNCTION, COLORADO

President of the City Council

(SEAL)

ATTEST:

City Clerk

PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 1st DAY OF MAY, 2019.

CITY OF GRAND JUNCTION, COLORADO

President of the City Council

(SEAL)

ATTEST:

City Clerk

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

I, Wanda Winkelmann, the duly elected, qualified and acting City Clerk of the City of Grand Junction, Colorado (the “City”) do hereby certify:

1. That 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 (the “Council”) of the City at a regular meeting of the Council held at the City Hall on April 17, 2019, and was duly adopted on second reading and ordered published in pamphlet form by the Council at a regular meeting held on May 1, 2019, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The passage of the Ordinance on first reading on April 17, 2019, was duly moved and seconded and the Ordinance was approved by an affirmative vote of a majority of the members of the Council as follows:

Name	“Aye”	“Nay”	Absent	Abstain
Barbara Traylor Smith, President of the City Council				
Bennett Boeschstein, President Pro Tem				
Phyllis Norris				
Duke Wortmann				
Duncan McArthur				
Chris Kennedy				
Rick Taggart				

3. The passage of the Ordinance on second and final reading on May 1, 2019, was duly moved and seconded and the Ordinance was approved by an affirmative vote of a majority of the members of the Council as follows:

Name	“Aye”	“Nay”	Absent	Abstain
Barbara Traylor Smith, President of the City Council				
Bennett Boeschstein, President Pro Tem				
Phyllis Norris				
Duke Wortmann				
Duncan McArthur				
Chris Kennedy				
Rick Taggart				

4. The members of the Council were present at such meeting and voted on the passage of the Ordinance as set forth above.

5. The Ordinance has been signed by the President, sealed with the corporate seal of the City, attested by me as City Clerk, and duly recorded in the books of the City; and that the same remains of record in the book of records of the City.

6. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of the Ordinance as an emergency.

7. Notices of the meetings of April 17, 2019 and May 1, 2019, in the forms attached hereto as Exhibit A, were duly given to the Council members and were posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

8. The ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on _____, 2019 and _____, 2019, as required by the Charter. The affidavits of publication are attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said City this ____ day of May, 2019.

(SEAL)

City Clerk

EXHIBIT A
(Attach Notices of Meetings)

EXHIBIT B

(Attach Affidavits of Publication)